IN THE SUPREME COURT OF THE STATE OF NEVADA

VIANCA MAIN MORENO TAPIA, Petitioner, v. THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF CLARK AND THE HONORABLE JUDGE REGINA M. McCONNELL, Respondents. And RITO FLETES HERRERA, Real Party in Interest.	S.C. No. D.C. No. D-22-647532-D

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Elizabeth A. Brown
Clerk of Supreme Court

PETITIONER'S WRIT APPENDIX – VOLUME I

RITO HERRERA FLETES
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Respondent

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#	DOCUMENT	FILE STAMP DATE	BATE STAMP NO.
1	Finding of Fact, Conclusions of Law and Judgment	08/16/2023	VAMT001-VAMT033
2	Notice of Withdrawal	08/16/2023	VAMT034-VAMT036
3	Notice of Entry of Stipulation and Order	08/17/2023	VAMT037-VAMT043
4	Notice of Entry of Decree	08/17/2023	VAMT044-VAMT078
5	Notice of Withdrawal	08/17/2023	VAMT079-VAMT080
6	Notice of Change of Address	08/18/2023	VAMT081-VAMT082
7	Notice of Appearance	10/31/2023	VAMT083-VAMT084
8	Motion (Motion and Notice of Motion for an Order to Appear)	11/16/2023	VAMT085-VAMT097
9	Clerk's Notice of Hearing	11/16/2023	VAMT098
10	Ex Parte Motion	11/29/2023	VAMT099-VAMT102
11	Order Shortening Time	11/29/2023	VAMT103-VAMT105
12	Notice of Entry of Order	11/30/2023	VAMT106-VAMT110
13	Opposition and Countermotion (Defendant's Opposition to Plaintiff's Motion)	12/01/2023	VAMT111-VAMT116
14	Reply to Opposition (Plaintiff's Reply and Opposition)	12/08/2023	VAMT117-VAMT128
15	Financial Disclosure Form (Plaintiff's Financial Disclosure Form)	12/11/2023	VAMT129
16	Exhibits (Exhibits to Opposition)	12/14/2023	VAMT130
17	Order	01/17/2024	VAMT131-VAMT133
18	Order of Entry of Order	01/18/2024	VAMT134-VAMT138

EXHIBIT “1”

Electronically Filed
08/16/2023 9:24 AM
CLERK OF THE COURT

FFCL
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EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

RITO HERRERA FLETES, Plaintiff, VS. VIANCA MAIN MORENO TAPIA, Defendant.	CASE NO: D-22-647532-D DEPT NO: O TRIAL DATE: JULY 7, 2023 TRIAL TIME: 1:30 P.M.

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECREE OF DIVORCE

This matter having come on for a Non-Jury Trial before this Court on the 7th day of July, 2023, and a Return Hearing on July 20, 2023; Plaintiff, **RITO HERRERA FLETES** (hereinafter, "Plaintiff"), present and represented by his attorney of record, BETHANY DONALDSON, ESQ., of the law firm DONALDSON LAW, PLLC., the Defendant, **VIANCA MAIN MORENO TAPIA** (hereinafter, "Defendant"), present and represented by her attorney of record, GLENN SCHEPPS, ESQ., of the law firm LEGAL RESOURCE GROUP,

Statistically closed: USJR-FAM-Set/Withdrawn with Judicial Conf/Hearing Close Case (UWJC)

LLC. (collectively "The Parties"). Parties were sworn and testified. Exhibits, testimony, and witnesses were presented, and closing statements were presented by Counsel. With this cause having been submitted for judgment; the Court being fully advised as to the law and facts of this case and after reviewing all the pleadings and papers herein, Finds, Concludes, and Orders as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

THE COURT FINDS that this Court has subject matter personal jurisdiction over this matter. (11:35:47-11:35:51)

THE COURT FINDS the Parties have three (3) minor children born the issue of their marriage, TO WIT: **ANGEL HERRERA-MORENO**, born on March 11, 2009, **SEBASTIAN HERRERA-MORENO**, born September 13, 2012, and **ANALIA HERRERA-MORENO**, born August 5, 2014 (hereinafter, "minor children"). (11:35:52-11:35:56)

THE COURT FINDS that pursuant to the Parties' stipulated Parenting Agreement filed on July 26, 2022, the Parties agreed that Defendant will have Primary Physical Custody, subject to Plaintiff's visitation. The Parenting Agreement will be attached to the Decree of Divorce as Exhibit 1. (11:35:57-11:36:14)

THE COURT FINDS that regarding child support, Defendant argued that Plaintiff was willfully underemployed. After the Court's review of the Parties'

testimony and evidence, the Court does not find Defendant's argument to be compelling. In 2019, Plaintiff made approximately $73,122.00, and his income did increase in 2020 by approximately $14,000.00. In 2021, Plaintiff's income changed due to him leaving the company he was working for since 2014.

The Court understands Defendant's argument, as Plaintiff's career change happened around the time the parties separated; however, Plaintiff's prior employer testified that the company was very busy during the COVID pandemic in 2020-2021, and since then, business is slower. Plaintiff's prior employer stated that the employees are receiving the same pay with benefits; however, if Plaintiff had remained employed at his company, Plaintiff may not have received a full-time work schedule. Therefore, it was not guaranteed that Plaintiff would be receiving the same overtime pay he was receiving during 2020-2021. Plaintiff's prior employer further stated that the rates that Plaintiff would be paid depended on the pool and the job. Plaintiff left the employer as he was unhappy working with the crew.

Plaintiff is happy with his current employer and his crew. Defendant argued that the prior employer stated that although it was not guaranteed that Plaintiff would work five (5) days per week, there was testimony that Plaintiff was with the company Monday-Friday and sometimes through Thursday, but the checks that

were provided showed that Plaintiff was being paid for the entire week each pay period.

The Court does not find that Plaintiff is willfully underemployed. Setting child support based on Plaintiff's GMI of $5,720.00 would set Plaintiff's child support obligation to $1,487.00 per month. (11:37:04-11:40:13)

THE COURT FINDS that the Parties stipulated that the minor children will stay on Medicaid as long as they are eligible. If at any point the minor children are no longer eligible for Medicaid, the Parties will discuss who will cover the minor children for health insurance purposes, with the Parties splitting the insurance premium equally. Any and all out-of-pocket medical expenses shall be split equally between the Parties pursuant to the 30/30 Rule. (11:40:15-11:40:46)

THE COURT FINDS that regarding the tax deduction, the Parties agreed that with Defendant having Primary Physical Custody of the minor children, she is entitled to the child tax credit each and every year. However, Plaintiff requested to claim the minor children during tax years when Mom earns less. The Court recommended that the Parties discuss the tax deduction when Mom earns less in one year to decide who will claim the minor children on their tax return, and if Plaintiff claims the minor children on his tax return, he should split the remainder with Defendant. This is not an order of the Court, as under the IRS, Defendant is

entitled to claim the minor children for tax purposes each and every year while having Primary Physical Custody. (11:40:47-11:41:21)

THE COURT FINDS that regarding debts, Plaintiff provided credit card statements.

1. Capital One credit card acct #5689 had a balance of $181.54 as of January 2022. The Capital One credit card statement did not show any purchases on the credit card. The Court finds that Capital One acct #5689 is community debt, and the amount of $181.54 shall be split equally between the parties. (11:41:22-11:42:27)
2. Credit One credit card acct #5559 had a statement from December 2020-January 2021 at the time of the parties' separation. The Court finds that Credit On acct #5559 is community debt and the amount of $1,595.00 shall be split equally between the parties. (11:42:28-11:42:50)
3. Home Depot credit card statement was difficult to understand. Without any testimony regarding the Home Depot account, the Court finds that Plaintiff shall be awarded the account as his sole and separate debt. (11:42:53-11:43:19)
4. Curacao credit card had statements that ranged from October 2021-February 2022 with a balance of $2,861.75. The Court finds that the

Curacao account is community debt, and the amount of $2,861.75 shall be split equally between the parties. (11:43:24-11:43:46)

5. Opportun Loan shows that the loan was to be paid by August 12, 2023. The Court believes there was testimony regarding the loan being used to start a business possibly, and there is nothing showing the current amount due. Therefore, the Court finds that Plaintiff shall be awarded the Opportun account as his sole and separate debt. (11:43:47-11:44:23)

THE COURT FINDS that regarding assets, the parties stipulated to the following:

1. Defendant shall be awarded the 2011 Kia Soul as her sole and separate property;
2. Defendant shall be awarded and any and all personal property in her possession and control; and
3. Defendant shall be awarded any and all bank accounts in her sole name. (11:44:42-11:44:55)
4. Plaintiff shall be awarded 2003 Ford F-150 that he had testified was a gift as his sole and separate property;
5. Plaintiff shall be awarded the 2007 Cadillac Escalade as his sole and separate property, subject to the debt owed on the vehicle;

6. Plaintiff shall be awarded the 2017 work trailer as his sole and separate property; and
7. Plaintiff shall be awarded any and all bank accounts in his sole name. (11:45:05)

The Court inquired regarding the Parties' joint checking account. The Court believes there was testimony that Plaintiff had been depositing child support and alimony into the account for Defendant. The Court recommended that the parties come to decide whether or not they want to keep the account open for child support and alimony purposes or if they want to close the account. The Court further stated that Defendant has the option to remove the funds from the account or remove Plaintiff's name from the account. (11:45:07-11:46:19)

THE COURT FINDS that regarding the Marital Residence, Defendant argued that the property is her sole and separate property, as it was gifted to her from Plaintiff. Defendant specifically stated in her testimony that Plaintiff had gifted the property to her for the children because he wanted them to grow up in a safe home and environment without having to move from house to house. Defendant further stated that it is not either party's house because it is the children's house. Defendant also testified that Plaintiff was the sole provider.

Plaintiff testified that he was not put on the property because he did not have a social security number at the time. The financing was going to be in

Defendant's name only because Plaintiff did not have a social security number. Plaintiff became a resident of the United States in 2018, and the home was purchased in 2012. Plaintiff testified that he had provided the down payment for the home by selling his vehicle and walking to and from work. Plaintiff further testified that the mortgage was paid by him every month via transfer.

Plaintiff was not sure what he was signing when he signed the Deed (Plaintiff's Exhibit 13) on June 8, 2012, transferring the home to Defendant as her sole and separate property; however, the Grant, Bargain, Sale Deed (Plaintiff's Exhibit 14) was signed on June 11, 2012. The first issue is that Plaintiff signed a Deed that he did not have the ability to grant on June 8, 2012. Another issue is that the Declaration was mainly handwritten. Under case law, any personal property purchased during the marriage is presumed to be community property unless there is clear and convincing evidence that the property was gifted.

Defendant is relying on the Deed that was executed on June 8, 2012, as evidence that the home was gifted to her. Plaintiff testified that he did not know exactly what he was signing on June 8, 2012, and that English is his second language and even English is very limited. He uses Google Translate and pays a translator to attend every hearing. Therefore, the Court finds that Plaintiff was credible in his testimony. Plaintiff did admit to information that was not on his tax return, and he did state that he did not know what he was signing at the time he

signed the Deed. Further, Plaintiff has paid the mortgage since the purchase of the home, and Plaintiff's testimony was credible regarding putting the down payment on the home.

Defendant testified that the home was financed shortly before she had quit working. The Court does not find that Defendant has met her burden to prove that the property is not community property. The Court further finds that Plaintiff rebutted Defendant's testimony regarding his signature on the Deed, as Plaintiff does not completely understand English, and most of the Parties' documents show that Defendant filled out Plaintiff's documentation for W-2s, work, etc. The Court further finds that the Marital Residence is community property to be split.

Based upon the Parties' documents, there was no discussion regarding the value of the Marital Residence. Both Parties accepted the value of $292,838.00 with a mortgage of $47,735.00. The community property portion that each party would receive is approximately $122,551.50. The Marital Residence can be sold, or Defendant can refinance the Marital Residence and buy out Plaintiff of his portion. The parties shall pay off their debt with the proceeds received from the sale of the Marital Residence, or in the event Defendant decides to refinance the home, Plaintiff shall pay off his debt with the proceeds received from the sale of the Marital Residence. (11:46:21-11:55:00)

THE COURT FINDS regarding alimony, Plaintiff stated that he requests for the Court to be fair in any award regarding alimony. Plaintiff has been paying Defendant alimony in the amount of $400.00 per month since the Parties' separation. The Court previously ordered Plaintiff to pay $600.00 per month for alimony, the Parties' mortgage, and child support in 2022, and Plaintiff has continued making those payments. Plaintiff testified that he had no money left over after alimony, child support, and mortgage payments.

The Court reviewed the Parties' Financial Disclosure Forms, bank statements, and Defendant's 2022 Tax Return showing that she had $23,000.00 income from her business. Defendant testified she did not read her 2022 Tax Return prior to signing her 2022 Tax Return. Defendant testified that she is seeking employment, and the Court has stated on several occasions that Defendant needs to find employment so that she can start bringing in her income. Defendant still does not have a full-time job. There was no testimony stating Defendant was not employed full-time on purpose. Therefore, the Court is going to award alimony at this time based on the length of the Parties' marriage and their roles during the marriage.

Plaintiff's GMI is $5,720.00, and after expenses, he is left with $1,687.00 each month. Defendant's GMI is $1,958.00, and after expenses, she is left with $409.00 each month. The Court believes both Parties filed proper Financial

Disclosure Forms, and Defendant's expenses were very reasonable. After a 16-year marriage and taking into account how much Plaintiff has already paid for alimony, the Court will determine Plaintiff's alimony payment.

The Court awarded Defendant alimony in the amount of $800.00 per month beginning August 1, 2023 for the duration of five (5) years. The total monthly amount due is $2,287.00 for child support and alimony combined. The payment can be divided into two (2) separate payments on the 5th and 15th day of each month. (11:55:02-12:03:25)

THE COURT FINDS that regarding attorney's fees and costs, Defendant argued Sargent Fees because she was unemployed. Plaintiff requested attorney's fees because Defendant was unreasonable in her negotiations. The Court noted that there was a lot of money spent on attorney's fees in this matter. Because Defendant has been unemployed through the divorce, the Court finds that there would be a Sargent award of fees. Attorney Schepps has provided his report showing what attorney's fees he has incurred in his Brunzell Affidavit. The Court does not have anything from Plaintiff showing how much he has incurred for his attorney's fees.

Attorney Donaldson stated that Plaintiff listed the amount he has paid in his Financial Disclosure Form, with a total amount of $14,000.00. The Court noted that pursuant to Plaintiff's Financial Disclosure form filed on June 30, 2023, Plaintiff has paid a total amount of $14,000.00 for attorney's fees. The Court

awarded Defendant attorney's fees and costs in the total amount of $15,000.00. The amount needs to be paid by the Plaintiff with his share of the proceeds received from the sale or refinance from the marital residence.

Attorney Donaldson requested that the Court stay the issue of attorney's fees until both Parties submit briefs regarding the issue. Attorney Schepps stated that the Court's decision has been made and requests that the Court make its issue on attorney's fees and costs final. The Court understands Attorney Donaldson's arguments but agrees with Attorney Schepps argument. The Court understands that attorney's fees in this matter are high, but Defendant did have to file to request subpoenas to retrieve records necessary to litigate this matter. Pursuant to the testimony and evidence regarding attorney's fees, the Court believes that paying Defendant $15,000.00 is fair. The Court has made the decision regarding attorney's fees final. (12:03:27-12:10:00)

ORDERS AND DECREE OF DIVORCE AND CHILD CUSTODY

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that both Parties shall share Joint Legal Custody of the minor children. Joint Legal Custody should be defined as follows:

a. Each parent is responsible for setting their own rules and punishments for their respective home, during their respective timeshares; however, the rules shall not violate any of the terms set forth herein below.

b. Each parent will consult and cooperate with the other in substantial questions relating to religious upbringing, education programs, significant changes in social environment, and health care of the minor child.

c. Each parent will have access to medical and school records pertaining to the minor child and be permitted to independently consult with any and all professionals involved with them.

d. All schools, health care providers, day care providers, and counselors will be selected by the parents jointly. In the event the Parties cannot agree to the selection of a school, the child will be maintained in the present school pending mediation and/or further order of the court.

e. Each parent will be empowered to obtain emergency health care for the minor child without the consent of the other parent. Each parent will notify the other parent as soon as reasonably possible as to any illness requiring medical attention, or any emergency involving the minor child.

f. The parents shall each have access to school information, such as grades, assignments, etc., via the school's website or online via the school's websites. If information regarding school, activities, etc., is not available via the school website, each parent shall provide the other parent, upon receipt, with any information concerning the well-being of the minor child, including, but not limited to, copies of report cards; school meeting notices; vacation schedules; class notices of activities involving the minor child; samples of school work; order forms for school pictures; all communications from health care providers; and the names, addresses, and telephone numbers of all schools, health care providers, regular day care providers, and counselors.

g. Each parent will advise the other parent of school, athletic, religious, and social events in which the minor child participate, and each aggress to so notify the other parent within a reasonable time after first learning of the future occurrence of any such event as to allow the other parent to make arrangements to attend the event if he or she chooses to do so. Both parents may participate in all such activities with the minor child, including, but not limited to, such activities as open house, ceremonies, school carnivals, and any other events involving the minor child.

h. Each parent will provide the other parent with the address and telephone number at which the minor child resides, and to notify the other parent, and

the Clerk of the Court, within ten (10) days prior to any change of address and provide the telephone number of such address change as soon as it is assigned.

i. Each parent will encourage liberal communication between the minor child and the other parent. Each parent will be entitled to reasonable telephone communication with the minor child; and each parent agrees he or she will not unreasonably interfere with the minor child's right to privacy during such telephone conversation.

j. Neither parent will interfere with the right of the minor child to transport their clothing and personal belongings freely between the parent's respective homes.

k. The parents agree to communicate directly with each other regarding the needs and well-being of the minor child, and each parent further agrees not to use the minor child to communicate with the other parent regarding parental issues. The parents agree to use self-control and to not verbally or physically abuse each other in the presence of the minor child.

l. Neither parent shall disparage the other in the presence of the minor child, nor shall either parent make any comment of any kind that would demean the other parent in the eyes of the minor child.

m. Each parent agrees to instruct their respective family and friends to make no disparaging remarks regarding the other parent in the presence of the minor child. The parents shall take all action necessary to prevent such disparaging remarks from being made in the presence of the minor child.

n. The parties shall not discuss the issues, proceedings, pleadings, or papers on file with the Court with the minor child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant shall have Primary Physical Custody of the minor children, subject to Plaintiff's visitation. The Parties shall follow the timeshare and holiday schedule

outlined in the Parenting Agreement filed on or around July 26, 2022. The Parenting Agreement filed on July 26, 2022, is attached hereto as ***Exhibit 1***.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff's Gross Monthly Income (GMI) is approximately $5,720.00 and Defendant's Gross Monthly Income (GMI) is approximately $1,958.00. Therefore, Plaintiff shall continue to pay Defendant child support in the amount of $1,487.00. Plaintiff shall continue paying Defendant child support until such time as the minor child reaches 18 years of age, or if still enrolled in high school upon reaching 18 years of age, until the minor child reaches 19 years of age or graduate high school, whichever occurs sooner, become self-supporting or become otherwise emancipated.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the minor children shall remain on Medicaid as long as they are eligible. If at any point the minor children are no longer eligible for Medicaid, the Parties shall discuss who will provide health insurance coverage for the minor child, and the Parties shall split the insurance premium equally.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Parties shall equally divide any unreimbursed medical expenses pursuant to the 30/30 Rule. Any unreimbursed medical, dental, optical, orthodontic or other health

related expense incurred for the benefit of the minor children is to be divided equally between the Parties.

a. *Documentation of Out-of-Pocket Expenses Required*: A party who incurs any out-of-pocket expense for medical care is required to document that expense and provide the other party proof of payment of that expense. A receipt of payment from the health care provider is sufficient to prove the expense so long as it has the children's name on it and shows an actual payment by the party seeking reimbursement.

b. *Timely submission of Requests for Reimbursement*: The party who has paid or incurred a health care expense for the minor children may submit a claim for reimbursement to the insurance company within the deadline required for reimbursement by the insurance policy. If a party fails to timely submit such a claim for reimbursement, and the claim is denied by the insurance company as untimely, that party shall pay the entire amount which would have been paid by the insurance company as well as one-half of the expense which would not have been paid by the insurance if the claim had been timely filed.

c. *Mitigation for Health Expenses Required*: *Use of Covered Insurance Providers*: Each party has a duty to mitigate medical expenses incurred by or for the minor children. Absent compelling circumstances, a party must take the minor children to a health care provider covered by the insurance in effect and use preferred or covered providers, if available, in order to minimize the cost of healthcare for the minor children. The burden is on the party using non-covered health care provider to demonstrate that the choice not to use a covered provider, or the lowest cost option under the policy, was reasonably necessary in the particular circumstances. If the Court finds the choice of a non-covered provider was not reasonably necessary in the particular circumstances it may impose a greater portion of the financial responsibility for the cost of that health care on the party who incurred that expense up to the full amount which would have been provided by the lowest cost insurance choice.

d. *Sharing of Insurance Information Required*: The party providing insurance coverage for the children has a continuing obligation to provide insurance information to the other party including, but not limited to, copies of policies and policy amendments as they are received, claim forms, preferred provider

lists (as modified from time to time), and identification cards. If the insuring party fails to timely supply any of the above items to the other party, and that failure results in denial of a claim because of the non-insuring party's failure to comply with procedures required by the amended or updated insurance policies, the party providing insurance shall be responsible for all healthcare expenses incurred by the minor children for any claim that would have been covered by insurance.

e. *Reimbursement for Out-of-Pocket Expense*: A party that seeks reimbursement for one-half of an unreimbursed healthcare expense he or she has incurred on behalf of the minor children must submit such request for reimbursement to the other party within thirty (30) days of incurring such expense or being advised by the provider that such expense would not be reimbursed. If a party fails to request such reimbursement with that time period, that party shall forfeit any right to seek reimbursement. A party who received written request for contribution for an unreimbursed health care expense for the minor children incurred by the other party must reimburse the other party one-half of that expense within thirty (30) days of receipt of the written request for contribution. The party receiving the request for contribution must raise any objection to the request for contribution within the thirty (30) day period after the request for contribution is received or shall be deemed to have waived such objection. Any objection to the request for contribution must be made in writing.

f. *Sharing Insurance Reimbursement*: Any reimbursements for payments made directly by a party of the parties to any healthcare provider for the minor children shall be distributed according to the amount of payment by each party. If a party received such reimbursement, that party shall distribute the reimbursement within seven (7) days of its receipt.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that with Defendant being the Primary Physical Custodian, she is entitled to claim the minor children as dependents for tax purposes each and every year. In the event Defendant does not work often in a year, the Parties may stipulate to Plaintiff

claiming the minor children on his tax return and splitting the remainder received for the child tax deduction equally with Defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff has been awarded the following debts as his sole and separate debt:

1. Home Depot Credit Card; and
2. Opportun Loan account.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any debts associated with Plaintiff shall be Plaintiff's obligation alone, and Plaintiff shall hold Defendant harmless from his debts.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following community debts shall be split equally between the parties:

1. Capital One Credit Card account #5589 in the total amount of $184.54;
2. Credit One Credit Card account #5559 in the total amount of $1,595.00; and
3. Curacao Credit Card account in the total amount of $2,861.75.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that per stipulation of the parties, Plaintiff shall be awarded the following property as his sole and separate property:

1. 2003 Ford F-150;
2. 2007 Cadillac Escalade, subject to any encumbrances thereon;

3. 2017 Work Trailer;

4. Any and all property in his possession and control; and

5. Any and all bank accounts in his sole name.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant shall be awarded the following property as her sole and separate property:

1. 2011 Kia Soul;

2. Any and all personal property in her possession and control; and

3. Any and all bank accounts in her sole name.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Residence located at 4120 Idlewood Avenue, Las Vegas, NV 89115, shall either be sold or refinanced by Defendant. Defendant shall have until September 29, 2023 to either sell or refinance the Marital Residence. If the Marital Residence is sold, the Parties shall split the proceeds received from the sale of the home equally. The parties shall then pay off any debts awarded to them with the proceeds from the sale of the home. In the event Defendant chooses to refinance the Marital Residence, Defendant shall pay Plaintiff his portion of the proceeds from the refinance. Plaintiff shall then pay off any debts awarded to him with the proceeds received from the refinance.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff shall pay Defendant alimony in the amount of $800.00 per month for the duration of five (5) years. Alimony and child support shall be paid simultaneously beginning August 1, 2023. The payment should be split into two (2) separate payments each month, with one-half (1/2) due on the 5th of each month and the second half (1/2) due on the 15th of each month.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff shall pay Defendant's attorney's fees and costs in the amount of $15,000.00. The amount shall be paid by Plaintiff with Plaintiff's share of the proceeds received from the sale or refinance from the Marital Residence.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Attorney Donaldson shall prepare the final Findings of Fact, Conclusions of Law, and Decree of Divorce, and Attorney Schepps shall review, sign off, and return the Decree to Attorney Donaldson for submission.

MANDATORY NOTICES

NOTICE IS HEREBY GIVEN that pursuant to NRS 125C.0045(6):
PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this court, or removes the child from the jurisdiction of the court without the consent of either the court

or all persons who have the right to custody or visitation is subject to being punished for a category D felony as provided in NRS 193.130.

NOTICE IS HEREBY GIVEN that pursuant to NRS 125C.0045(7)(8): The terms of the Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on Private International Law, apply if a parent abducts or wrongfully retains a child in a foreign country as follows: If a parent of the child lives in a foreign country or has significant commitments in a foreign country:

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

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

NOTICE IS HEREBY GIVEN that, pursuant to NRS 125C.006:

1. If PRIMARY PHYSICAL CUSTODY has been established pursuant to an order, judgment or decree of a court and the custodial parent intends to relocate his or her residence to a place outside of this State or to a place within this State that is at such a distance that would substantially impair the ability of the other parent to maintain a meaningful relationship with the child, and the custodial parent desires to take the child with him or her, the custodial parent shall, before relocating:

(a) Attempt to obtain the written consent of the noncustodial parent to relocate with the child; and

(b) If the noncustodial parent refuses to give that consent, petition the court for permission to relocate with the child.

2. The court may award reasonable attorney's fees and costs to the custodial parent if the court finds that the noncustodial parent refused to consent to the custodial parent's relocation with the child:

(a) Without having reasonable grounds for such refusal; or

(b) For the purpose of harassing the custodial parent.

3. A parent who relocates with a child pursuant to this section without the written consent of the noncustodial parent or the permission of the court is subject to the provisions of NRS 200.359.

NOTICE IS HEREBY GIVEN that, pursuant to NRS 125C.0065:

1. If JOINT PHYSICAL CUSTODY has been established pursuant to an order, judgment or decree of a court and one parent intends to relocate his or her residence to a place outside of this State or to a place within this State that is at such a distance that would substantially impair the ability of the other parent to maintain a meaningful relationship with the child, and the relocating parent desires to take the child with him or her, the relocating parent shall, before relocating:

(a) Attempt to obtain the written consent of the non-relocating parent to relocate with the child; and

(b) If the non-relocating parent refuses to give that consent, petition the court for primary physical custody for the purpose of relocating.

2. The court may award reasonable attorney's fees and costs to the relocating parent if the court finds that the non-relocating parent refused to consent to the relocating parent's relocation with the child:

(a) Without having reasonable grounds for such refusal; or

(b) For the purpose of harassing the relocating parent.

3. A parent who relocates with a child pursuant to this section before the court enters an order granting the parent primary physical custody of the child and permission to relocate with the child is subject to the provisions of NRS 200.359.

NOTICE IS HEREBY GIVEN that pursuant to NRS 125C.010(1)(b), for purposes of visitation rights of a child, the State of Nevada or the state where the child resides within the United States of America is the habitual residence of the child.

NOTICE IS HEREBY GIVEN that the parent having the child support obligation is subject to NAC 425.025 and NRS 31A.020 through 31A.230, inclusive, regarding the immediate withholding or assignment of wages, commissions or bonuses for payment of child support, whether current or delinquent.

NOTICE IS HEREBY GIVEN that pursuant to NRS 125B.145 and NAC 425.170, either party may request that the Court review the child support obligation every three years or upon changed circumstances.

NOTICE IS HEREBY GIVEN that if you want to adjust the amount of child support established in this order, you MUST file a motion to modify the order with or submit a stipulation to the court. If a motion to modify the order is not filed or a stipulation is not submitted, the child support obligation

established in this order will continue until such time as all children who are the subject of this order reach 18 years of age or, if the youngest child who is subject to this order is still in high school when he or she reaches 18 years of age, when the child graduates from high school or reaches 19 years of age, whichever comes first. Unless the parties agree otherwise in a stipulation, any modification made pursuant to a motion to modify the order will be effective as of the date the motion was filed.

NOTICE IS HEREBY GIVEN that each party shall submit the information required in NRS 125B.055, NRS 125.130, and 125.230 on a separate form to the Court and the Welfare Division of the Department of Human Resources within ten days from the date this Decree is filed. Such information shall be maintained by the Clerk in a confidential manner and not part of the public record. The parties shall update the information filed with the Court and the Welfare Division of the Department of Human Resources within ten days should any of that information become inaccurate.

NOTICE IS HEREBY GIVEN that you have an affirmative duty to update any changes in your personal information by filing a Notice of Change of Address form. The form can be found at the following link: https://www.familylawselfhelpcenter.org/images/forms/misc/address-change-pdf-fillable.pdf

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated this 16th day of August, 2023

D26 9A6 85F0 8446
Regina M. McConnell LS
District Court Judge

Dated: 08/15/2023

Respectfully submitted by:

/s/ Bethany Donaldson, Esq.
BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
DONALDSON LAW, PLLC.
516 South 4th Street
Las Vegas, Nevada 89101
Attorney for Plaintiff

Dated: 08/15/2023

Approved as to form and content:

/s/ Glenn Schepps, Esq.
GLENN SCHEPPS, ESQ.
Nevada Bar No. 4742
LEGAL RESOURCE GROUP, LLC.
205 N. Stephanie Street, Suite D221
Henderson, NV 89074
Attorney for Defendant

EXHIBIT “1"

ELECTRONICALLY SERVED
7/26/2022 3:44 PM

Electronically Filed
07/26/2022 3:44 PM
CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY NEVADA

Plaintiff: Rito Herrera

vs.

Case No. D-22-647532-D
Department No. M

Defendant: Vianca Moreno

PARENTING AGREEMENT

Hearing Date: Tuesday, July 26, 2022
Hearing Time: 9:00 AM

The parents, Rito Herrera and Vianca Moreno, have participated in "online" mediation and have agreed to a Parenting Agreement regarding Angel Herrera-Moreno (DOB 03/11/2009), Sebastian Herrera-Moreno (DOB 09/13/2012), and Analia Herrera-Moreno (DOB 08/05/2014).

LEGAL CUSTODY PROVISIONS

Legal custody addresses the issues and matters including, but not limited to, the health, education, religious upbringing and welfare of the child(ren).

Joint legal custody of the child(ren).

The parents agree to provide each other with the names, addresses, and phone numbers of all medical, educational, child care, and other providers of professional services for the child(ren). Should this information change, each parent agrees to provide notification in advance, or as soon as possible, to the other parent.

Both parents are entitled to have access to medical information (both emergency and routine) and school records, and to consult with any and all professionals involved with the child(ren). The parents agree that each parent shall be empowered to obtain emergency health care for the child(ren) without the consent of the other parent. The parents agree to notify the other parent as soon as reasonably possible of any illness requiring medical attention or any emergency involving the child(ren).

OBTAINING INFORMATION

The parents agree to provide each other with the address and phone number at which the child(ren) reside(s).

The parents agree to notify each other, and the Clerk of the Court, in writing at least ten (10) days prior to changing residences, phone numbers, or employment.

The parents agree to provide each other, upon receipt, information concerning the well-being of the child(ren) including, but not limited to, school information, activities involving the child(ren), and all communications from health care providers.

The parents agree to advise each other of school, athletic, and social events in which the child(ren) participates, and both parents may participate in activities for the child(ren).

TIMESHARE PROVISIONS

Timeshare addresses the residential arrangements and specific periods of parental responsibilities for the child(ren). The parents agree to the following timeshare arrangements:

SUNDAY EVERY OTHER WEEK 8AM-9PM for Rito Herrera

The parents agree that in the event any scheduled time cannot be kept, the parent unable to comply with the schedule will notify the other parent as soon as possible.

HOLIDAYS

Holidays and special times shall take precedence over all other timeshare arrangements. The parents agree that all holidays not specifically enumerated below shall be celebrated during regular timeshare arrangements.

SCHOOL BREAKS

School break timeshare arrangements shall take precedence over regular timeshare arrangements.

Spring Break

Follow the regular timeshare arrangements as proposed in the timeshare section.

Summer Break

Follow the regular timeshare arrangements as proposed in the timeshare section.

Thanksgiving Break

Follow the regular timeshare arrangements as proposed in the timeshare section.

Winter Break

Follow the regular timeshare arrangements as proposed in the timeshare section.

VACATION

Vacation shall take precedence over the regular time-share arrangements but not over the holiday time-share arrangements.

Prior to leaving for vacation, the parents will provide each other with a travel itinerary to include dates of travel, destination(s), location(s) and a phone number where the child(ren) can be reached.

Provided it causes no disruption to the child(ren)'s schooling, that vacation days shall be by mutual agreement. If the parents cannot agree then neither parent will be allowed to take any vacation days with the child(ren) beyond the regular timeshare arrangements.

TRANSPORTATION

The responsibility to provide transportation shall be assumed by Rito Herrera.

EXCHANGES

Pick up my children where they reside & drop them off at the same location every time

STATUTORY NOTICES

THE COURT HEREBY FINDS that, based upon the pleadings and papers on file, Nevada is the habitual residence of the child and this Court has the necessary jurisdiction, under Nevada Revised Statutes (NRS) 125A, to enter orders regarding child custody and visitation.

IT IS FURTHER ORDERED that each party shall submit the information required in NRS 125B.005, NRS 125.130 and NRS 125.230 on a separate form to the Court and the Welfare Division of the Department of Human Resources within 10 days from the date this Order is filed. Such information shall be maintained by the Clerk in a confidential manner and not part of the public record. The parties shall update the information filed with the Court and the Welfare Division of the Department of Human Resources within ten days should any of that information become inaccurate.

NOTICE IS HEREBY GIVEN of the following provision of NRS 125C.0045(6): PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A

CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200359 provides that every person having limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this Court, or removes the child from the jurisdiction of the Court without the consent of either the Court or all persons who have the right to custody or visitation is subject to being punished for a category D felony as provided in NRS 193.130.

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

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

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

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

NOTICE IS HEREBY GIVEN that the parties are subject to the relocation requirements of NRS 125C.006 & NRS 125C.0065. If joint or primary physical custody has been established pursuant to an order, judgment or decree of a Court and one parent intends to relocate his or her residence to a place outside of this State or to a place within this State that is at such as distance that would substantially impair the ability of the other parent to maintain a meaningful relationship, with the child, and the relocating parent desires to take the child with him or her, the relocating parent shall, before relocating: (a) attempt to obtain the written consent of the non-relocating parent to relocate with the child; and (b) if the non-relocating parent refuses to give that consent, petition the Court for permission to move and/or for primary physical custody for the purpose of relocation. A parent who desires to relocate with a child has the burden of proving that relocating with the child is in the best interest of the child. The Court may award reasonable attorney's fees and costs to the relocating parent if the Court finds that the nonrelocating parent refused to consent to the relocating parent's relocation with the child without having reasonable grounds for such refusal, or for the purpose of harassing the relocating parent. A parent who relocates with a child pursuant to this section without the written consent of the other parent or the permission of the Court is subject to the provisions of NRS 200.359.

NOTICE IS HEREBY GIVEN that the parties are subject to the provisions of NRS 31A and 125.007 regarding the collection of delinquent child support payments.

NOTICE IS HEREBY GIVEN that either party may request a review of child support every three years pursuant to NRS 125B.145.

MODIFYING THE PARENTING AGREEMENT

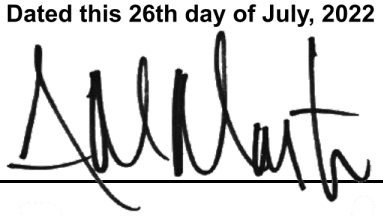
If parenting issues arise, the parties agree to re-mediate or seek court orders to resolve the issues.

/s/ Rito Herrera	/s/ Vianca Moreno
Plaintiff: Rito Herrera	Defendant: Vianca Moreno
DATE 06/13/2022	DATE 06/13/2022

ORDER

Based upon the agreement of the parties and good cause being shown, IT IS HEREBY ORDERED that the terms and conditions of the above Parenting Agreement are adopted.

Dated this 26th day of July, 2022



CBA D44 C6C0 DCA1
Amy M. Mastin
District Court Judge

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Rito Herrera Fletes, Plaintiff vs. Vianca Main Moreno Tapia, Defendant.	CASE NO: D-22-647532-D DEPT. NO. Department M

AUTOMATED CERTIFICATE OF SERVICE

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

Service Date: 7/26/2022

Ian Elliott	ian@buchmillerlaw.com
JBAVegas Admin	admin@buchmillerlaw.com
Glenn Schepps	glenn@ataclaw.com
Rito Herrera Fletes	curly1984@gmail.com

Gmail **Bethany Donaldson <bethany@donaldsonlawnv.com>**

Herrerra v. Tapia

Glenn Schepps <glenn@ataclaw.com> Tue, Aug 15, 2023 at 11:17 AM
To: Bethany Donaldson <bethany@donaldsonlawnv.com>

Please affix my electronic signature.

[Quoted text hidden]

VAMT032

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Rito Herrera Fletes, Plaintiff vs. Vianca Main Moreno Tapia, Defendant.	CASE NO: D-22-647532-D DEPT. NO. Department O

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Findings of Fact, Conclusions of Law and Judgment was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 8/16/2023

Glenn Schepps	glenn@ataclaw.com
Rito Herrera Fletes	curly1984@gmail.com

EXHIBIT “2”

Electronically Filed
8/16/2023 10:20 AM
Steven D. Grierson
CLERK OF THE COURT

GLENN SCHEPPS
NEVADA BAR NO. 4742
LEGAL RESOURCE GROUP, LLC
205 North Stephanie Street, Suite D221
Henderson, Nevada 89074
702-463-4900
F-702-463-4800
glenn@ataclaw.com
Attorney for Defendant

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

RITO HERRERA FLETES, Plaintiff, vs. VIANCA MAIN MORENO TAPIA, Defendant.	CASE NO. D-22-647532-D DEPT. O

NOTICE OF WITHDRAWAL AS ATTORNEY OF RECORD FOR DEFENDANT

Nevada Supreme Court Rule 46 provides as follows:

After judgment or final determination, an attorney may withdraw as attorney of record at any time upon the attorney's filing a withdrawal, with or without the client's consent.

NOTICE IS HEREBY GIVEN that Glenn Schepps and Legal Resource Group, LLC hereby withdraw as attorney of record for the Defendant, Vianca Main Moreno Tapia, the final determination in this case having been made. Defendant's last known address is 4120 Idlewood Avenue, Las Vegas, Nevada 89115. Defendant's last known telephone number is 702-979-

/////

/////

/////

/////

/////

0702. Defendant's last known email address is moreno.vianca85@gmail.com.

DATED this 16th day of August, 2023.

/s/Glenn Schepps

_____

GLENN SCHEPPS
NEVADA BAR NO. 4742
LEGAL RESOURCE GROUP, LLC
205 North Stephanie Street, Suite D221
Henderson, Nevada 89074
702-463-4900
F-702-463-4800
glenn@ataclaw.com
Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this NOTICE OF WITHDRAWAL AS ATTORNEY OF RECORD FOR DEFENDANT was electronically served on the date of filing to all registered users on this case in the Eighth Judicial District Court Filing System:

Bethany Donaldson, Esq.
bethany@donaldsonlawnv.com

/s/Glenn Schepps

_____
An employee of Legal Resource Group, LLC

CERTIFICATE OF MAILING

I hereby certify that on the 16th day of August, 2023, service of the foregoing NOTICE OF WITHDRAWAL AS ATTORNEY OF RECORD FOR DEFENDANT was made this date by depositing a true and correct copy of same for mailing, first class mail, postage prepaid, at Las Vegas, Nevada, addressed as follows:

Vianca Main Moreno Tapia-4120 Idlewood Avenue, Las Vegas, Nevada 89115.

/s/Glenn Schepps

_____

An employee of Legal Resource Group, LLC

EXHIBIT “3”

Electronically Filed
8/17/2023 11:46 AM
Steven D. Grierson
CLERK OF THE COURT

NTSO
BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
bethany@donaldsonlawnv.com
DONALDSON LAW, PLLC.
516 South Fourth Street
Las Vegas, Nevada 89101
Phone: (702) 605-1712
Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

RITO HERRERA FLETES, Plaintiff, vs. VIANCA MAIN MORENO TAPIA, Defendant.	CASE NO: D-22-647532-D DEPT NO: O

NOTICE OF ENTRY OF STIPULATION AND ORDER

YOU WILL PLEASE TAKE NOTICE that the attached Stipulation and Order was entered on the 15th day of August 2023 in the above-entitled matter.

DATED this 17thday of August 2023.

DONALDSON LAW, PLLC.

/s/Bethany Donaldson, Esq.
BETHANY DONALDSON, ESQ
Nevada Bar No. 15725
bethany@donaldsonlawnv.com
Phone: (702) 605-1712
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of August 2023, a true and correct copy of the above and foregoing **NOTICE OF ENTRY OF STIPULATION AND ORDER** was served in the following manner:

☐ **Mail:** By depositing a copy in the United States Mail, postage prepaid, to the following address:

☒ **Electronic:** Through the Court's electronic service system, and addressed as follows:

Legal Resource Group, LLC
Glenn Schepps, Esq.
glenn@ataclaw.com
Counsel for Defendant

/s/ Bethany Donaldson, Esq.
An employee of Donaldson Law, PLLC.

Electronically Filed
08/15/2023 10:24 AM
CLERK OF THE COURT

SAO
BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
Bethany@DonaldsonLawNV.com
DONALDSON LAW, PLLC.
516 South Fourth Street
Las Vegas, Nevada 89101
Phone: (702) 605-1712
Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

RITO HERRERA FLETES, Plaintiff, vs. VIANCA MAIN MORENO TAPIA, Defendant.	CASE NO:D-22-647532-D DEPT NO.: O

STIPULATION AND ORDER

COMES NOW the Plaintiff, Rito Herrera Fletes, by and through his attorney of record BETHANY DONALDSON, ESQ., of DONALDSON LAW, PLLC., and Defendant, Vianca Main Moreno Tapia, by and through her attorney of record GLENN SCHEPPS, ESQ., of LEGAL RESOURCE GROUP, LLC, and hereby stipulate and agree as follows:

WHEREAS, at the Non-Jury Trial held before this Court on the 7th day of July 2023, the Court ordered Defendant to either put the Marital Residence located

at 4120 Idlewood Avenue, Las Vegas, NV 89115, up for sale or refinance the Marital Residence and pay Plaintiff his portion of the proceeds.

WHEREAS, the Court never set a deadline for Defendant to either sell or refinance the Marital Residence.

Therefore,

IT IS HEREBY STIPULATED AND AGREED that the Court shall set a deadline for Defendant to either sell or refinance the Marital Residence located at 4120 Idlewood Avenue, Las Vegas, NV 89115.

IT IS SO STIPULATED.

Dated: 08/15/2023	Dated: 08/15/2023
DONALDSON LAW, PLLC.	**LEGAL RESOURCE GROUP, LLC.**
/s/ Bethany Donaldson, Esq.	*/s/ Glenn Schepps, Esq.*
BETHANY DONALDSON, ESQ.	**GLENN SCHEPPS, ESQ.**
Nevada Bar No. 15725	Nevada Bar No. 4742
516 South Fourth Street	205 N. Stephanie Street, Suite D221
Las Vegas, Nevada 89101	Henderson, NV 89074
Attorney for Plaintiff	*Attorney for Defendant*

ORDER

IT IS HEREBY ORDERED that Defendant shall have until September 29, 2023 to either sell or refinance the Marital Residence located at 4120 Idlewood Avenue, Las Vegas, NV 89115.

IT IS SO ORDERED.

Dated this 15th day of August, 2023

739 F64 CA31 CA49 LS
Regina M. McConnell
District Court Judge

Respectfully submitted by:
DONALDSON LAW, PLLC.

/s/ Bethany Donaldson, Esq
BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
516 South Fourth Street
Las Vegas, Nevada 89101
Attorney for Plaintiff

Approved as to form and content:
LEGAL RESOURCE GROUP, LLC.

/ s/ Glenn Schepps, Esq.
GLENN SCHEPPS, ESQ.
Nevada Bar No. 4742
205 N. Stephanie Street, Suite D221
Henderson, NV 89074
Attorney for Defendant

Gmail

Bethany Donaldson <bethany@donaldsonlawnv.com>

SAO for Time to sell or refinance Herrera v. Tapia

Glenn Schepps <glenn@ataclaw.com> Tue, Aug 15, 2023 at 8:31 AM
To: Bethany Donaldson <bethany@donaldsonlawnv.com>

Please use my electronic signature.

[Quoted text hidden]

VAMT042

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Rito Herrera Fletes, Plaintiff vs. Vianca Main Moreno Tapia, Defendant.	CASE NO: D-22-647532-D DEPT. NO. Department O

AUTOMATED CERTIFICATE OF SERVICE

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

Service Date: 8/15/2023

Glenn Schepps	glenn@ataclaw.com
Rito Herrera Fletes	curly1984@gmail.com

EXHIBIT “4”

Electronically Filed
8/17/2023 11:46 AM
Steven D. Grierson
CLERK OF THE COURT

NED
BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
bethany@donaldsonlawnv.com
DONALDSON LAW, PLLC.
516 South Fourth Street
Las Vegas, Nevada 89101
Phone: (702) 605-1712
Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

RITO HERRERA FLETES, Plaintiff, vs. VIANCA MAIN MORENO TAPIA, Defendant..	CASE NO: D-22-647532-D DEPT NO: O

NOTICE OF ENTRY OF DECREE

YOU WILL PLEASE TAKE NOTICE that the attached Findings of Fact, Conclusions of Law, and Decree of Divorce was entered on the 16th day of August 2023 in the above-entitled matter.

DATED this 17th day of August 2023.

DONALDSON LAW, PLLC.

/s/Bethany Donaldson, Esq.
BETHANY DONALDSON, ESQ
Nevada Bar No. 15725
bethany@donaldsonlawnv.com
Phone: (702) 605-1712
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of August 2023, a true and correct copy of the above and foregoing **NOTICE OF ENTRY OF DECREE** was served in the following manner:

☐ **Mail:** By depositing a copy in the United States Mail, postage prepaid, to the following address:

☒ **Electronic:** Through the Court's electronic service system, and addressed as follows:

Legal Resource Group, LLC
Glenn Schepps, Esq.
glenn@ataclaw.com
Counsel for Defendant

Rito Herrera Fletes
curly1984@gmail.com
Plaintiff

/s/ Bethany Donaldson, Esq.
An employee of Donaldson Law, PLLC.

Electronically Filed
08/16/2023 9:24 AM
CLERK OF THE COURT

FFCL
BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
bethany@donaldsonlawnv.com
DONALDSON LAW, PLLC.
516 South Fourth Street
Las Vegas, Nevada 89101
Phone: (702) 605-1712
Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

RITO HERRERA FLETES, Plaintiff, VS. VIANCA MAIN MORENO TAPIA, Defendant.	CASE NO: D-22-647532-D DEPT NO: O TRIAL DATE: JULY 7, 2023 TRIAL TIME: 1:30 P.M.

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECREE OF DIVORCE

This matter having come on for a Non-Jury Trial before this Court on the 7th day of July, 2023, and a Return Hearing on July 20, 2023; Plaintiff, **RITO HERRERA FLETES** (hereinafter, "Plaintiff"), present and represented by his attorney of record, BETHANY DONALDSON, ESQ., of the law firm DONALDSON LAW, PLLC., the Defendant, **VIANCA MAIN MORENO TAPIA** (hereinafter, "Defendant"), present and represented by her attorney of record, GLENN SCHEPPS, ESQ., of the law firm LEGAL RESOURCE GROUP,

Statistically closed: USJR-FAM-Set/Withdrawn with Judicial Conf/Hearing Close Case (UWJC)

LLC. (collectively "The Parties"). Parties were sworn and testified. Exhibits, testimony, and witnesses were presented, and closing statements were presented by Counsel. With this cause having been submitted for judgment; the Court being fully advised as to the law and facts of this case and after reviewing all the pleadings and papers herein, Finds, Concludes, and Orders as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

THE COURT FINDS that this Court has subject matter personal jurisdiction over this matter. (11:35:47-11:35:51)

THE COURT FINDS the Parties have three (3) minor children born the issue of their marriage, TO WIT: **ANGEL HERRERA-MORENO**, born on March 11, 2009, **SEBASTIAN HERRERA-MORENO**, born September 13, 2012, and **ANALIA HERRERA-MORENO**, born August 5, 2014 (hereinafter, "minor children"). (11:35:52-11:35:56)

THE COURT FINDS that pursuant to the Parties' stipulated Parenting Agreement filed on July 26, 2022, the Parties agreed that Defendant will have Primary Physical Custody, subject to Plaintiff's visitation. The Parenting Agreement will be attached to the Decree of Divorce as Exhibit 1. (11:35:57-11:36:14)

THE COURT FINDS that regarding child support, Defendant argued that Plaintiff was willfully underemployed. After the Court's review of the Parties'

testimony and evidence, the Court does not find Defendant's argument to be compelling. In 2019, Plaintiff made approximately $73,122.00, and his income did increase in 2020 by approximately $14,000.00. In 2021, Plaintiff's income changed due to him leaving the company he was working for since 2014.

The Court understands Defendant's argument, as Plaintiff's career change happened around the time the parties separated; however, Plaintiff's prior employer testified that the company was very busy during the COVID pandemic in 2020-2021, and since then, business is slower. Plaintiff's prior employer stated that the employees are receiving the same pay with benefits; however, if Plaintiff had remained employed at his company, Plaintiff may not have received a full-time work schedule. Therefore, it was not guaranteed that Plaintiff would be receiving the same overtime pay he was receiving during 2020-2021. Plaintiff's prior employer further stated that the rates that Plaintiff would be paid depended on the pool and the job. Plaintiff left the employer as he was unhappy working with the crew.

Plaintiff is happy with his current employer and his crew. Defendant argued that the prior employer stated that although it was not guaranteed that Plaintiff would work five (5) days per week, there was testimony that Plaintiff was with the company Monday-Friday and sometimes through Thursday, but the checks that

were provided showed that Plaintiff was being paid for the entire week each pay period.

The Court does not find that Plaintiff is willfully underemployed. Setting child support based on Plaintiff's GMI of $5,720.00 would set Plaintiff's child support obligation to $1,487.00 per month. (11:37:04-11:40:13)

THE COURT FINDS that the Parties stipulated that the minor children will stay on Medicaid as long as they are eligible. If at any point the minor children are no longer eligible for Medicaid, the Parties will discuss who will cover the minor children for health insurance purposes, with the Parties splitting the insurance premium equally. Any and all out-of-pocket medical expenses shall be split equally between the Parties pursuant to the 30/30 Rule. (11:40:15-11:40:46)

THE COURT FINDS that regarding the tax deduction, the Parties agreed that with Defendant having Primary Physical Custody of the minor children, she is entitled to the child tax credit each and every year. However, Plaintiff requested to claim the minor children during tax years when Mom earns less. The Court recommended that the Parties discuss the tax deduction when Mom earns less in one year to decide who will claim the minor children on their tax return, and if Plaintiff claims the minor children on his tax return, he should split the remainder with Defendant. This is not an order of the Court, as under the IRS, Defendant is

entitled to claim the minor children for tax purposes each and every year while having Primary Physical Custody. (11:40:47-11:41:21)

THE COURT FINDS that regarding debts, Plaintiff provided credit card statements.

1. Capital One credit card acct #5689 had a balance of $181.54 as of January 2022. The Capital One credit card statement did not show any purchases on the credit card. The Court finds that Capital One acct #5689 is community debt, and the amount of $181.54 shall be split equally between the parties. (11:41:22-11:42:27)
2. Credit One credit card acct #5559 had a statement from December 2020-January 2021 at the time of the parties' separation. The Court finds that Credit On acct #5559 is community debt and the amount of $1,595.00 shall be split equally between the parties. (11:42:28-11:42:50)
3. Home Depot credit card statement was difficult to understand. Without any testimony regarding the Home Depot account, the Court finds that Plaintiff shall be awarded the account as his sole and separate debt. (11:42:53-11:43:19)
4. Curacao credit card had statements that ranged from October 2021-February 2022 with a balance of $2,861.75. The Court finds that the

Curacao account is community debt, and the amount of $2,861.75 shall be split equally between the parties. (11:43:24-11:43:46)

5. Opportun Loan shows that the loan was to be paid by August 12, 2023. The Court believes there was testimony regarding the loan being used to start a business possibly, and there is nothing showing the current amount due. Therefore, the Court finds that Plaintiff shall be awarded the Opportun account as his sole and separate debt. (11:43:47-11:44:23)

THE COURT FINDS that regarding assets, the parties stipulated to the following:

1. Defendant shall be awarded the 2011 Kia Soul as her sole and separate property;
2. Defendant shall be awarded and any and all personal property in her possession and control; and
3. Defendant shall be awarded any and all bank accounts in her sole name. (11:44:42-11:44:55)
4. Plaintiff shall be awarded 2003 Ford F-150 that he had testified was a gift as his sole and separate property;
5. Plaintiff shall be awarded the 2007 Cadillac Escalade as his sole and separate property, subject to the debt owed on the vehicle;

6. Plaintiff shall be awarded the 2017 work trailer as his sole and separate property; and
7. Plaintiff shall be awarded any and all bank accounts in his sole name. (11:45:05)

The Court inquired regarding the Parties' joint checking account. The Court believes there was testimony that Plaintiff had been depositing child support and alimony into the account for Defendant. The Court recommended that the parties come to decide whether or not they want to keep the account open for child support and alimony purposes or if they want to close the account. The Court further stated that Defendant has the option to remove the funds from the account or remove Plaintiff's name from the account. (11:45:07-11:46:19)

THE COURT FINDS that regarding the Marital Residence, Defendant argued that the property is her sole and separate property, as it was gifted to her from Plaintiff. Defendant specifically stated in her testimony that Plaintiff had gifted the property to her for the children because he wanted them to grow up in a safe home and environment without having to move from house to house. Defendant further stated that it is not either party's house because it is the children's house. Defendant also testified that Plaintiff was the sole provider.

Plaintiff testified that he was not put on the property because he did not have a social security number at the time. The financing was going to be in

Defendant's name only because Plaintiff did not have a social security number. Plaintiff became a resident of the United States in 2018, and the home was purchased in 2012. Plaintiff testified that he had provided the down payment for the home by selling his vehicle and walking to and from work. Plaintiff further testified that the mortgage was paid by him every month via transfer.

Plaintiff was not sure what he was signing when he signed the Deed (Plaintiff's Exhibit 13) on June 8, 2012, transferring the home to Defendant as her sole and separate property; however, the Grant, Bargain, Sale Deed (Plaintiff's Exhibit 14) was signed on June 11, 2012. The first issue is that Plaintiff signed a Deed that he did not have the ability to grant on June 8, 2012. Another issue is that the Declaration was mainly handwritten. Under case law, any personal property purchased during the marriage is presumed to be community property unless there is clear and convincing evidence that the property was gifted.

Defendant is relying on the Deed that was executed on June 8, 2012, as evidence that the home was gifted to her. Plaintiff testified that he did not know exactly what he was signing on June 8, 2012, and that English is his second language and even English is very limited. He uses Google Translate and pays a translator to attend every hearing. Therefore, the Court finds that Plaintiff was credible in his testimony. Plaintiff did admit to information that was not on his tax return, and he did state that he did not know what he was signing at the time he

signed the Deed. Further, Plaintiff has paid the mortgage since the purchase of the home, and Plaintiff's testimony was credible regarding putting the down payment on the home.

Defendant testified that the home was financed shortly before she had quit working. The Court does not find that Defendant has met her burden to prove that the property is not community property. The Court further finds that Plaintiff rebutted Defendant's testimony regarding his signature on the Deed, as Plaintiff does not completely understand English, and most of the Parties' documents show that Defendant filled out Plaintiff's documentation for W-2s, work, etc. The Court further finds that the Marital Residence is community property to be split.

Based upon the Parties' documents, there was no discussion regarding the value of the Marital Residence. Both Parties accepted the value of $292,838.00 with a mortgage of $47,735.00. The community property portion that each party would receive is approximately $122,551.50. The Marital Residence can be sold, or Defendant can refinance the Marital Residence and buy out Plaintiff of his portion. The parties shall pay off their debt with the proceeds received from the sale of the Marital Residence, or in the event Defendant decides to refinance the home, Plaintiff shall pay off his debt with the proceeds received from the sale of the Marital Residence. (11:46:21-11:55:00)

THE COURT FINDS regarding alimony, Plaintiff stated that he requests for the Court to be fair in any award regarding alimony. Plaintiff has been paying Defendant alimony in the amount of $400.00 per month since the Parties' separation. The Court previously ordered Plaintiff to pay $600.00 per month for alimony, the Parties' mortgage, and child support in 2022, and Plaintiff has continued making those payments. Plaintiff testified that he had no money left over after alimony, child support, and mortgage payments.

The Court reviewed the Parties' Financial Disclosure Forms, bank statements, and Defendant's 2022 Tax Return showing that she had $23,000.00 income from her business. Defendant testified she did not read her 2022 Tax Return prior to signing her 2022 Tax Return. Defendant testified that she is seeking employment, and the Court has stated on several occasions that Defendant needs to find employment so that she can start bringing in her income. Defendant still does not have a full-time job. There was no testimony stating Defendant was not employed full-time on purpose. Therefore, the Court is going to award alimony at this time based on the length of the Parties' marriage and their roles during the marriage.

Plaintiff's GMI is $5,720.00, and after expenses, he is left with $1,687.00 each month. Defendant's GMI is $1,958.00, and after expenses, she is left with $409.00 each month. The Court believes both Parties filed proper Financial

Disclosure Forms, and Defendant's expenses were very reasonable. After a 16-year marriage and taking into account how much Plaintiff has already paid for alimony, the Court will determine Plaintiff's alimony payment.

The Court awarded Defendant alimony in the amount of $800.00 per month beginning August 1, 2023 for the duration of five (5) years. The total monthly amount due is $2,287.00 for child support and alimony combined. The payment can be divided into two (2) separate payments on the 5th and 15th day of each month. (11:55:02-12:03:25)

THE COURT FINDS that regarding attorney's fees and costs, Defendant argued Sargent Fees because she was unemployed. Plaintiff requested attorney's fees because Defendant was unreasonable in her negotiations. The Court noted that there was a lot of money spent on attorney's fees in this matter. Because Defendant has been unemployed through the divorce, the Court finds that there would be a Sargent award of fees. Attorney Schepps has provided his report showing what attorney's fees he has incurred in his Brunzell Affidavit. The Court does not have anything from Plaintiff showing how much he has incurred for his attorney's fees.

Attorney Donaldson stated that Plaintiff listed the amount he has paid in his Financial Disclosure Form, with a total amount of $14,000.00. The Court noted that pursuant to Plaintiff's Financial Disclosure form filed on June 30, 2023, Plaintiff has paid a total amount of $14,000.00 for attorney's fees. The Court

awarded Defendant attorney's fees and costs in the total amount of $15,000.00. The amount needs to be paid by the Plaintiff with his share of the proceeds received from the sale or refinance from the marital residence.

Attorney Donaldson requested that the Court stay the issue of attorney's fees until both Parties submit briefs regarding the issue. Attorney Schepps stated that the Court's decision has been made and requests that the Court make its issue on attorney's fees and costs final. The Court understands Attorney Donaldson's arguments but agrees with Attorney Schepps argument. The Court understands that attorney's fees in this matter are high, but Defendant did have to file to request subpoenas to retrieve records necessary to litigate this matter. Pursuant to the testimony and evidence regarding attorney's fees, the Court believes that paying Defendant $15,000.00 is fair. The Court has made the decision regarding attorney's fees final. (12:03:27-12:10:00)

ORDERS AND DECREE OF DIVORCE AND CHILD CUSTODY

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that both Parties shall share Joint Legal Custody of the minor children. Joint Legal Custody should be defined as follows:

a. Each parent is responsible for setting their own rules and punishments for their respective home, during their respective timeshares; however, the rules shall not violate any of the terms set forth herein below.

b. Each parent will consult and cooperate with the other in substantial questions relating to religious upbringing, education programs, significant changes in social environment, and health care of the minor child.

c. Each parent will have access to medical and school records pertaining to the minor child and be permitted to independently consult with any and all professionals involved with them.

d. All schools, health care providers, day care providers, and counselors will be selected by the parents jointly. In the event the Parties cannot agree to the selection of a school, the child will be maintained in the present school pending mediation and/or further order of the court.

e. Each parent will be empowered to obtain emergency health care for the minor child without the consent of the other parent. Each parent will notify the other parent as soon as reasonably possible as to any illness requiring medical attention, or any emergency involving the minor child.

f. The parents shall each have access to school information, such as grades, assignments, etc., via the school's website or online via the school's websites. If information regarding school, activities, etc., is not available via the school website, each parent shall provide the other parent, upon receipt, with any information concerning the well-being of the minor child, including, but not limited to, copies of report cards; school meeting notices; vacation schedules; class notices of activities involving the minor child; samples of school work; order forms for school pictures; all communications from health care providers; and the names, addresses, and telephone numbers of all schools, health care providers, regular day care providers, and counselors.

g. Each parent will advise the other parent of school, athletic, religious, and social events in which the minor child participate, and each aggress to so notify the other parent within a reasonable time after first learning of the future occurrence of any such event as to allow the other parent to make arrangements to attend the event if he or she chooses to do so. Both parents may participate in all such activities with the minor child, including, but not limited to, such activities as open house, ceremonies, school carnivals, and any other events involving the minor child.

h. Each parent will provide the other parent with the address and telephone number at which the minor child resides, and to notify the other parent, and

the Clerk of the Court, within ten (10) days prior to any change of address and provide the telephone number of such address change as soon as it is assigned.

i. Each parent will encourage liberal communication between the minor child and the other parent. Each parent will be entitled to reasonable telephone communication with the minor child; and each parent agrees he or she will not unreasonably interfere with the minor child's right to privacy during such telephone conversation.

j. Neither parent will interfere with the right of the minor child to transport their clothing and personal belongings freely between the parent's respective homes.

k. The parents agree to communicate directly with each other regarding the needs and well-being of the minor child, and each parent further agrees not to use the minor child to communicate with the other parent regarding parental issues. The parents agree to use self-control and to not verbally or physically abuse each other in the presence of the minor child.

l. Neither parent shall disparage the other in the presence of the minor child, nor shall either parent make any comment of any kind that would demean the other parent in the eyes of the minor child.

m. Each parent agrees to instruct their respective family and friends to make no disparaging remarks regarding the other parent in the presence of the minor child. The parents shall take all action necessary to prevent such disparaging remarks from being made in the presence of the minor child.

n. The parties shall not discuss the issues, proceedings, pleadings, or papers on file with the Court with the minor child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant shall have Primary Physical Custody of the minor children, subject to Plaintiff's visitation. The Parties shall follow the timeshare and holiday schedule

outlined in the Parenting Agreement filed on or around July 26, 2022. The Parenting Agreement filed on July 26, 2022, is attached hereto as ***Exhibit 1***.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff's Gross Monthly Income (GMI) is approximately $5,720.00 and Defendant's Gross Monthly Income (GMI) is approximately $1,958.00. Therefore, Plaintiff shall continue to pay Defendant child support in the amount of $1,487.00. Plaintiff shall continue paying Defendant child support until such time as the minor child reaches 18 years of age, or if still enrolled in high school upon reaching 18 years of age, until the minor child reaches 19 years of age or graduate high school, whichever occurs sooner, become self-supporting or become otherwise emancipated.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the minor children shall remain on Medicaid as long as they are eligible. If at any point the minor children are no longer eligible for Medicaid, the Parties shall discuss who will provide health insurance coverage for the minor child, and the Parties shall split the insurance premium equally.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Parties shall equally divide any unreimbursed medical expenses pursuant to the 30/30 Rule. Any unreimbursed medical, dental, optical, orthodontic or other health

related expense incurred for the benefit of the minor children is to be divided equally between the Parties.

a. *Documentation of Out-of-Pocket Expenses Required*: A party who incurs any out-of-pocket expense for medical care is required to document that expense and provide the other party proof of payment of that expense. A receipt of payment from the health care provider is sufficient to prove the expense so long as it has the children's name on it and shows an actual payment by the party seeking reimbursement.

b. *Timely submission of Requests for Reimbursement*: The party who has paid or incurred a health care expense for the minor children may submit a claim for reimbursement to the insurance company within the deadline required for reimbursement by the insurance policy. If a party fails to timely submit such a claim for reimbursement, and the claim is denied by the insurance company as untimely, that party shall pay the entire amount which would have been paid by the insurance company as well as one-half of the expense which would not have been paid by the insurance if the claim had been timely filed.

c. *Mitigation for Health Expenses Required*: *Use of Covered Insurance Providers*: Each party has a duty to mitigate medical expenses incurred by or for the minor children. Absent compelling circumstances, a party must take the minor children to a health care provider covered by the insurance in effect and use preferred or covered providers, if available, in order to minimize the cost of healthcare for the minor children. The burden is on the party using non-covered health care provider to demonstrate that the choice not to use a covered provider, or the lowest cost option under the policy, was reasonably necessary in the particular circumstances. If the Court finds the choice of a non-covered provider was not reasonably necessary in the particular circumstances it may impose a greater portion of the financial responsibility for the cost of that health care on the party who incurred that expense up to the full amount which would have been provided by the lowest cost insurance choice.

d. *Sharing of Insurance Information Required*: The party providing insurance coverage for the children has a continuing obligation to provide insurance information to the other party including, but not limited to, copies of policies and policy amendments as they are received, claim forms, preferred provider

lists (as modified from time to time), and identification cards. If the insuring party fails to timely supply any of the above items to the other party, and that failure results in denial of a claim because of the non-insuring party's failure to comply with procedures required by the amended or updated insurance policies, the party providing insurance shall be responsible for all healthcare expenses incurred by the minor children for any claim that would have been covered by insurance.

e. *Reimbursement for Out-of-Pocket Expense*: A party that seeks reimbursement for one-half of an unreimbursed healthcare expense he or she has incurred on behalf of the minor children must submit such request for reimbursement to the other party within thirty (30) days of incurring such expense or being advised by the provider that such expense would not be reimbursed. If a party fails to request such reimbursement with that time period, that party shall forfeit any right to seek reimbursement. A party who received written request for contribution for an unreimbursed health care expense for the minor children incurred by the other party must reimburse the other party one-half of that expense within thirty (30) days of receipt of the written request for contribution. The party receiving the request for contribution must raise any objection to the request for contribution within the thirty (30) day period after the request for contribution is received or shall be deemed to have waived such objection. Any objection to the request for contribution must be made in writing.

f. *Sharing Insurance Reimbursement*: Any reimbursements for payments made directly by a party of the parties to any healthcare provider for the minor children shall be distributed according to the amount of payment by each party. If a party received such reimbursement, that party shall distribute the reimbursement within seven (7) days of its receipt.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that with Defendant being the Primary Physical Custodian, she is entitled to claim the minor children as dependents for tax purposes each and every year. In the event Defendant does not work often in a year, the Parties may stipulate to Plaintiff

claiming the minor children on his tax return and splitting the remainder received for the child tax deduction equally with Defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff has been awarded the following debts as his sole and separate debt:

1. Home Depot Credit Card; and
2. Opportun Loan account.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any debts associated with Plaintiff shall be Plaintiff's obligation alone, and Plaintiff shall hold Defendant harmless from his debts.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following community debts shall be split equally between the parties:

1. Capital One Credit Card account #5589 in the total amount of $184.54;
2. Credit One Credit Card account #5559 in the total amount of $1,595.00; and
3. Curacao Credit Card account in the total amount of $2,861.75.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that per stipulation of the parties, Plaintiff shall be awarded the following property as his sole and separate property:

1. 2003 Ford F-150;
2. 2007 Cadillac Escalade, subject to any encumbrances thereon;

3. 2017 Work Trailer;

4. Any and all property in his possession and control; and

5. Any and all bank accounts in his sole name.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant shall be awarded the following property as her sole and separate property:

1. 2011 Kia Soul;

2. Any and all personal property in her possession and control; and

3. Any and all bank accounts in her sole name.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Residence located at 4120 Idlewood Avenue, Las Vegas, NV 89115, shall either be sold or refinanced by Defendant. Defendant shall have until September 29, 2023 to either sell or refinance the Marital Residence. If the Marital Residence is sold, the Parties shall split the proceeds received from the sale of the home equally. The parties shall then pay off any debts awarded to them with the proceeds from the sale of the home. In the event Defendant chooses to refinance the Marital Residence, Defendant shall pay Plaintiff his portion of the proceeds from the refinance. Plaintiff shall then pay off any debts awarded to him with the proceeds received from the refinance.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff shall pay Defendant alimony in the amount of $800.00 per month for the duration of five (5) years. Alimony and child support shall be paid simultaneously beginning August 1, 2023. The payment should be split into two (2) separate payments each month, with one-half (1/2) due on the 5th of each month and the second half (1/2) due on the 15th of each month.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff shall pay Defendant's attorney's fees and costs in the amount of $15,000.00. The amount shall be paid by Plaintiff with Plaintiff's share of the proceeds received from the sale or refinance from the Marital Residence.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Attorney Donaldson shall prepare the final Findings of Fact, Conclusions of Law, and Decree of Divorce, and Attorney Schepps shall review, sign off, and return the Decree to Attorney Donaldson for submission.

MANDATORY NOTICES

NOTICE IS HEREBY GIVEN that pursuant to NRS 125C.0045(6):
PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this court, or removes the child from the jurisdiction of the court without the consent of either the court

or all persons who have the right to custody or visitation is subject to being punished for a category D felony as provided in NRS 193.130.

NOTICE IS HEREBY GIVEN that pursuant to NRS 125C.0045(7)(8): The terms of the Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on Private International Law, apply if a parent abducts or wrongfully retains a child in a foreign country as follows: If a parent of the child lives in a foreign country or has significant commitments in a foreign country:

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

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

NOTICE IS HEREBY GIVEN that, pursuant to NRS 125C.006:

1. If PRIMARY PHYSICAL CUSTODY has been established pursuant to an order, judgment or decree of a court and the custodial parent intends to relocate his or her residence to a place outside of this State or to a place within this State that is at such a distance that would substantially impair the ability of the other parent to maintain a meaningful relationship with the child, and the custodial parent desires to take the child with him or her, the custodial parent shall, before relocating:

(a) Attempt to obtain the written consent of the noncustodial parent to relocate with the child; and

(b) If the noncustodial parent refuses to give that consent, petition the court for permission to relocate with the child.

2. The court may award reasonable attorney's fees and costs to the custodial parent if the court finds that the noncustodial parent refused to consent to the custodial parent's relocation with the child:

(a) Without having reasonable grounds for such refusal; or

(b) For the purpose of harassing the custodial parent.

3. A parent who relocates with a child pursuant to this section without the written consent of the noncustodial parent or the permission of the court is subject to the provisions of NRS 200.359.

NOTICE IS HEREBY GIVEN that, pursuant to NRS 125C.0065:

1. If JOINT PHYSICAL CUSTODY has been established pursuant to an order, judgment or decree of a court and one parent intends to relocate his or her residence to a place outside of this State or to a place within this State that is at such a distance that would substantially impair the ability of the other parent to maintain a meaningful relationship with the child, and the relocating parent desires to take the child with him or her, the relocating parent shall, before relocating:

(a) Attempt to obtain the written consent of the non-relocating parent to relocate with the child; and

(b) If the non-relocating parent refuses to give that consent, petition the court for primary physical custody for the purpose of relocating.

2. The court may award reasonable attorney's fees and costs to the relocating parent if the court finds that the non-relocating parent refused to consent to the relocating parent's relocation with the child:

(a) Without having reasonable grounds for such refusal; or

(b) For the purpose of harassing the relocating parent.

3. A parent who relocates with a child pursuant to this section before the court enters an order granting the parent primary physical custody of the child and permission to relocate with the child is subject to the provisions of NRS 200.359.

NOTICE IS HEREBY GIVEN that pursuant to NRS 125C.010(1)(b), for purposes of visitation rights of a child, the State of Nevada or the state where the child resides within the United States of America is the habitual residence of the child.

NOTICE IS HEREBY GIVEN that the parent having the child support obligation is subject to NAC 425.025 and NRS 31A.020 through 31A.230, inclusive, regarding the immediate withholding or assignment of wages, commissions or bonuses for payment of child support, whether current or delinquent.

NOTICE IS HEREBY GIVEN that pursuant to NRS 125B.145 and NAC 425.170, either party may request that the Court review the child support obligation every three years or upon changed circumstances.

NOTICE IS HEREBY GIVEN that if you want to adjust the amount of child support established in this order, you MUST file a motion to modify the order with or submit a stipulation to the court. If a motion to modify the order is not filed or a stipulation is not submitted, the child support obligation

established in this order will continue until such time as all children who are the subject of this order reach 18 years of age or, if the youngest child who is subject to this order is still in high school when he or she reaches 18 years of age, when the child graduates from high school or reaches 19 years of age, whichever comes first. Unless the parties agree otherwise in a stipulation, any modification made pursuant to a motion to modify the order will be effective as of the date the motion was filed.

NOTICE IS HEREBY GIVEN that each party shall submit the information required in NRS 125B.055, NRS 125.130, and 125.230 on a separate form to the Court and the Welfare Division of the Department of Human Resources within ten days from the date this Decree is filed. Such information shall be maintained by the Clerk in a confidential manner and not part of the public record. The parties shall update the information filed with the Court and the Welfare Division of the Department of Human Resources within ten days should any of that information become inaccurate.

NOTICE IS HEREBY GIVEN that you have an affirmative duty to update any changes in your personal information by filing a Notice of Change of Address form. The form can be found at the following link: https://www.familylawselfhelpcenter.org/images/forms/misc/address-change-pdf-fillable.pdf

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated this 16th day of August, 2023

D26 9A6 85F0 8446
Regina M. McConnell LS
District Court Judge

Dated: 08/15/2023

Respectfully submitted by:

/s/ Bethany Donaldson, Esq.
BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
DONALDSON LAW, PLLC.
516 South 4th Street
Las Vegas, Nevada 89101
Attorney for Plaintiff

Dated: 08/15/2023

Approved as to form and content:

/s/ Glenn Schepps, Esq.
GLENN SCHEPPS, ESQ.
Nevada Bar No. 4742
LEGAL RESOURCE GROUP, LLC.
205 N. Stephanie Street, Suite D221
Henderson, NV 89074
Attorney for Defendant

EXHIBIT “1"

ELECTRONICALLY SERVED
7/26/2022 3:44 PM

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07/26/2022 3:44 PM
CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY NEVADA

Plaintiff: Rito Herrera

vs.

Case No. D-22-647532-D
Department No. M

Defendant: Vianca Moreno

PARENTING AGREEMENT

Hearing Date: Tuesday, July 26, 2022
Hearing Time: 9:00 AM

The parents, Rito Herrera and Vianca Moreno, have participated in "online" mediation and have agreed to a Parenting Agreement regarding Angel Herrera-Moreno (DOB 03/11/2009), Sebastian Herrera-Moreno (DOB 09/13/2012), and Analia Herrera-Moreno (DOB 08/05/2014).

LEGAL CUSTODY PROVISIONS

Legal custody addresses the issues and matters including, but not limited to, the health, education, religious upbringing and welfare of the child(ren).

Joint legal custody of the child(ren).

The parents agree to provide each other with the names, addresses, and phone numbers of all medical, educational, child care, and other providers of professional services for the child(ren). Should this information change, each parent agrees to provide notification in advance, or as soon as possible, to the other parent.

Both parents are entitled to have access to medical information (both emergency and routine) and school records, and to consult with any and all professionals involved with the child(ren). The parents agree that each parent shall be empowered to obtain emergency health care for the child(ren) without the consent of the other parent. The parents agree to notify the other parent as soon as reasonably possible of any illness requiring medical attention or any emergency involving the child(ren).

OBTAINING INFORMATION

The parents agree to provide each other with the address and phone number at which the child(ren) reside(s).

The parents agree to notify each other, and the Clerk of the Court, in writing at least ten (10) days prior to changing residences, phone numbers, or employment.

The parents agree to provide each other, upon receipt, information concerning the well-being of the child(ren) including, but not limited to, school information, activities involving the child(ren), and all communications from health care providers.

The parents agree to advise each other of school, athletic, and social events in which the child(ren) participates, and both parents may participate in activities for the child(ren).

TIMESHARE PROVISIONS

Timeshare addresses the residential arrangements and specific periods of parental responsibilities for the child(ren). The parents agree to the following timeshare arrangements:

SUNDAY EVERY OTHER WEEK 8AM-9PM for Rito Herrera

The parents agree that in the event any scheduled time cannot be kept, the parent unable to comply with the schedule will notify the other parent as soon as possible.

HOLIDAYS

Holidays and special times shall take precedence over all other timeshare arrangements. The parents agree that all holidays not specifically enumerated below shall be celebrated during regular timeshare arrangements.

SCHOOL BREAKS

School break timeshare arrangements shall take precedence over regular timeshare arrangements.

Spring Break

Follow the regular timeshare arrangements as proposed in the timeshare section.

Summer Break

Follow the regular timeshare arrangements as proposed in the timeshare section.

Thanksgiving Break

Follow the regular timeshare arrangements as proposed in the timeshare section.

Winter Break

Follow the regular timeshare arrangements as proposed in the timeshare section.

VACATION

Vacation shall take precedence over the regular time-share arrangements but not over the holiday time-share arrangements.

Prior to leaving for vacation, the parents will provide each other with a travel itinerary to include dates of travel, destination(s), location(s) and a phone number where the child(ren) can be reached.

Provided it causes no disruption to the child(ren)'s schooling, that vacation days shall be by mutual agreement. If the parents cannot agree then neither parent will be allowed to take any vacation days with the child(ren) beyond the regular timeshare arrangements.

TRANSPORTATION

The responsibility to provide transportation shall be assumed by Rito Herrera.

EXCHANGES

Pick up my children where they reside & drop them off at the same location every time

STATUTORY NOTICES

THE COURT HEREBY FINDS that, based upon the pleadings and papers on file, Nevada is the habitual residence of the child and this Court has the necessary jurisdiction, under Nevada Revised Statutes (NRS) 125A, to enter orders regarding child custody and visitation.

IT IS FURTHER ORDERED that each party shall submit the information required in NRS 125B.005, NRS 125.130 and NRS 125.230 on a separate form to the Court and the Welfare Division of the Department of Human Resources within 10 days from the date this Order is filed. Such information shall be maintained by the Clerk in a confidential manner and not part of the public record. The parties shall update the information filed with the Court and the Welfare Division of the Department of Human Resources within ten days should any of that information become inaccurate.

NOTICE IS HEREBY GIVEN of the following provision of NRS 125C.0045(6): PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A

CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200359 provides that every person having limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this Court, or removes the child from the jurisdiction of the Court without the consent of either the Court or all persons who have the right to custody or visitation is subject to being punished for a category D felony as provided in NRS 193.130.

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

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

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

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

NOTICE IS HEREBY GIVEN that the parties are subject to the relocation requirements of NRS 125C.006 & NRS 125C.0065. If joint or primary physical custody has been established pursuant to an order, judgment or decree of a Court and one parent intends to relocate his or her residence to a place outside of this State or to a place within this State that is at such as distance that would substantially impair the ability of the other parent to maintain a meaningful relationship, with the child, and the relocating parent desires to take the child with him or her, the relocating parent shall, before relocating: (a) attempt to obtain the written consent of the non-relocating parent to relocate with the child; and (b) if the non-relocating parent refuses to give that consent, petition the Court for permission to move and/or for primary physical custody for the purpose of relocation. A parent who desires to relocate with a child has the burden of proving that relocating with the child is in the best interest of the child. The Court may award reasonable attorney's fees and costs to the relocating parent if the Court finds that the nonrelocating parent refused to consent to the relocating parent's relocation with the child without having reasonable grounds for such refusal, or for the purpose of harassing the relocating parent. A parent who relocates with a child pursuant to this section without the written consent of the other parent or the permission of the Court is subject to the provisions of NRS 200.359.

NOTICE IS HEREBY GIVEN that the parties are subject to the provisions of NRS 31A and 125.007 regarding the collection of delinquent child support payments.

NOTICE IS HEREBY GIVEN that either party may request a review of child support every three years pursuant to NRS 125B.145.

MODIFYING THE PARENTING AGREEMENT

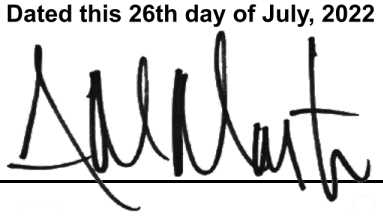
If parenting issues arise, the parties agree to re-mediate or seek court orders to resolve the issues.

/s/ Rito Herrera	/s/ Vianca Moreno
Plaintiff: Rito Herrera	Defendant: Vianca Moreno
DATE 06/13/2022	DATE 06/13/2022

ORDER

Based upon the agreement of the parties and good cause being shown, IT IS HEREBY ORDERED that the terms and conditions of the above Parenting Agreement are adopted.

Dated this 26th day of July, 2022



CBA D44 C6C0 DCA1
Amy M. Mastin
District Court Judge

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Rito Herrera Fletes, Plaintiff vs. Vianca Main Moreno Tapia, Defendant.	CASE NO: D-22-647532-D DEPT. NO. Department M

AUTOMATED CERTIFICATE OF SERVICE

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

Service Date: 7/26/2022

Ian Elliott	ian@buchmillerlaw.com
JBAVegas Admin	admin@buchmillerlaw.com
Glenn Schepps	glenn@ataclaw.com
Rito Herrera Fletes	curly1984@gmail.com

Gmail **Bethany Donaldson <bethany@donaldsonlawnv.com>**

Herrerra v. Tapia

Glenn Schepps <glenn@ataclaw.com> Tue, Aug 15, 2023 at 11:17 AM
To: Bethany Donaldson <bethany@donaldsonlawnv.com>

Please affix my electronic signature.

[Quoted text hidden]

VAMT077

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Rito Herrera Fletes, Plaintiff vs. Vianca Main Moreno Tapia, Defendant.	CASE NO: D-22-647532-D DEPT. NO. Department O

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Findings of Fact, Conclusions of Law and Judgment was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 8/16/2023

Glenn Schepps	glenn@ataclaw.com
Rito Herrera Fletes	curly1984@gmail.com

EXHIBIT “5”

Electronically Filed
8/17/2023 11:46 AM
Steven D. Grierson
CLERK OF THE COURT

NOW
BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
bethany@donaldsonlawnv.com
DONALDSON LAW, PLLC.
516 South Fourth Street
Las Vegas, Nevada 89101
Phone: (702) 605-1712
Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT – FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

RITO HERRERA FLETES, Plaintiff, vs. VIANCA MAIN MORENO TAPIA, Defendant.	CASE NO: D-22-647532-D DEPT NO: O

NOTICE OF WITHDRAWAL AS ATTORNEY OF RECORD

PLEASE TAKE NOTICE that BETHANY DONALDSON, ESQ., of DONALDSON LAW, PLLC., does hereby withdraw as attorney of record for Rito Herrera Fletes in the above-entitled matter pursuant to Supreme Court Rule 46. Furthermore, the last known contact information for the Plaintiff is as follows:

Rito Herrera Fletes
Address: 5213 Cannon Blvd.. Las Vegas, NV 89108
Phone: (702)738-8477
Email: curly1984@gmail.com

DATED this 17th day of August 2023.

DONALDSON LAW, PLLC.
/s/Bethany Donaldson, Esq.
BETHANY DONALDSON, ESQ
Nevada Bar No. 15725
bethany@donaldsonlawnv.com
Phone: (702) 605-1712
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of August 2023, a true and correct copy of the above and foregoing **NOTICE OF WITHDRAWAL AS ATTORNEY OF RECORD** was served in the following manner:

☐ **Mail:** By depositing a copy in the United States Mail, postage prepaid, to the following address:

☒ **Electronic:** Through the Court's electronic service system, and addressed as follows:

Legal Resource Group, LLC
Glenn Schepps, Esq.
glenn@ataclaw.com
Counsel for Defendant

Rito Herrera Fletes
curly1984@gmail.com
Plaintiff

/s/ Bethany Donaldson, Esq.
An employee of Donaldson Law, PLLC.

EXHIBIT “6”

Electronically Filed
8/18/2023 11:20 AM
Steven D. Grierson
CLERK OF THE COURT

NCOA
Rito Herrera Fletes
5116 Costabella Lane
Las Vegas, NV 89130
curly1984@gmail.com
Phone: (702) 738-8477
Plaintiff in Proper Person

EIGHTH JUDICIAL DISTRICT COURT-
FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

RITO HERRERA FLETES, Plaintiff, vs. VIANCA MAIN MORENO TAPIA, Defendant.	CASE NO.: D-22-647532-D DEPT. NO.: O

NOTICE OF CHANGE OF ADDRESS

COMES NOW, Plaintiff in Proper Person, hereby updates his contact information in the above-entitled matter to the following:

- New Address: 5116 Costabella Lane Las Vegas, NV 89130
- Email Address: curly1984@gmail.com
- Phone Number: (702) 738-8477

Please update your records accordingly.

DATED this 18th day of August, 2023.

/s/ Rito Herrera Fletes
Rito Herrera Fletes
5116 Costabella Lane
Las Vegas, NV 89130
(702) 738-8477
lgalindo5116@gmail.com
Plaintiff in Proper Person

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of August, 2023, a true and correct copy of the above and foregoing **NOTICE OF CHANGE OF ADDRESS** was served in the following manner:

☐ **Mail:** By depositing a copy in the United States Mail, postage prepaid, to the following address:

☒ **Electronic:** Through the Court's electronic service system, and addressed as follows:

Legal Resource Group, LLC
Glenn Schepps, Esq.
glenn@ataclaw.com
Counsel for Defendant

/s/Rito Herrera Fletes
Plaintiff In Proper Person, Rito Herrera Fletes

EXHIBIT “7”

Electronically Filed
10/31/2023 1:01 PM
Steven D. Grierson
CLERK OF THE COURT

NOA
BETHANY DONALDSON, ESQ.
Nevada Bar No.15725
Bethany@DonaldsonLawPLLC.com
DONALDSON LAW, PLLC.
5510 S. Fort Apache Road
Las Vegas, Nevada 89148
Phone: (702) 605-1712
Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

RITO HERRERA FLETES, Plaintiff, vs. VIANCA MAIN MORENO TAPIA, Defendant.	CASE NO: D-22-647532-D DEPT NO: M

NOTICE OF APPEARANCE OF COUNSEL OF RECORD

PLEASE TAKE NOTICE that BETHANY DONALDSON, ESQ. of the law firm of DONALDSON LAW, PLLC., hereby appears before this Court as counsel of record for the Plaintiff, RITO HERRERA FLETES.

DATED this 31st day of October 2023.

By:*/s/ Bethany Donaldson*
BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
DONALDSON LAW, PLLC.
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 31st day of October 2023, a true and correct copy of the above and foregoing **NOTICE OF APPEARANCE OF COUNSEL OF RECORD** was served in the following manner:

☒ **Mail:** By depositing a copy in the United States Mail, postage prepaid, to the following address:

Vianca Main Moreno Tapia
4120 Idlewood Avenue
Las Vegas, NV 89115
Defendant in Proper Person

☒ **Electronic:** Through the Court's electronic service system, and addressed as follows:

Glenn Schepps Glenn@ataclaw.com

/s/ Bethany Donaldson, Esq.
An Employee of Donaldson Law, PLLC.

EXHIBIT “8”

Electronically Filed
11/16/2023 11:05 AM
Steven D. Grierson
CLERK OF THE COURT

MOT

BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
Bethany@DonaldsonLawNV.com
DONALDSON LAW, PLLC.
5510 S. Fort Apache Road
Las Vegas, Nevada 89148
Phone: (702) 605-1712
Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

RITO HERRERA FLETES, Plaintiff, vs. VIANCA MAIN MORENO TAPIA, Defendant.	CASE NO: D-22-647532-D DEPT NO.: M ORAL ARGUMENT REQUESTED: YES

MOTION AND NOTICE OF MOTION FOR AN ORDER TO APPEAR AND SHOW CAUSE REGARDING CONTEMPT, AND FOR ATTORNEY'S FEES

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

COMES NOW Plaintiff, RITO HERRERA FLETES (hereinafter "Defendant"), by and through his attorney of record BETHANY DONALDSON, ESQ., of DONALDSON LAW, PLLC., and hereby files this Motion and Notice of Motion for an Order to Appear and Show Cause Regarding Contempt, and for Attorney's Fees ("Motion"), and requests the following:

1. That this Court enforce the Decree of Divorce and hold Defendant in contempt for failing to comply with the Decree;
2. That the Court award the Plaintiff's Attorney's Fees; and
3. Any other relief the Court deems just and proper.

This Motion is made based upon the Memorandum of Points and Authorities herein, and any oral argument this Court may entertain at the date and time set for a hearing on this matter.

DATED this 15th day of November 2023.

DONALDSON LAW, PLLC.

/s/ Bethany Donaldson, Esq.
BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
Bethany@DonaldsonLawNV.com
5510 S. Fort Apache Road
Las Vegas, Nevada 89148
Phone: (702) 605-1712
Attorney for Plaintiffs

///

NOTICE OF MOTION

TO: VIANCA MAIN MORENO TAPIA, Defendant in Proper Person:

YOU AND EACH OF YOU will please take notice that the present MOTION AND NOTICE OF MOTION FOR AN ORDER TO APPEAR AND SHOW CAUSE REGARDING CONTEMPT, AND FOR ATTORNEY'S FEES will be heard in the above-entitled court on the ____ day of _____, 2023, at the hour of _____, or as soon thereafter as counsel can be heard.

DATED this 15th day of November 2023.

DONALDSON LAW, PLLC.

/s/ Bethany Donaldson, Esq.
BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
Bethany@DonaldsonLawNV.com
5510 S. Fort Apache Road
Las Vegas, Nevada 89148
Phone: (702) 605-1712
Attorney for Plaintiff

/ / /

/ / /

/ / /

POINTS AND AUTHORITIES
I.
STATEMENT OF THE FACTS

Plaintiff, RITO HERRERA FLETES, and Defendant, VIANCA MORENO TAPIA, appeared before this Court at a Non-Jury Trial on July 7, 2023, and returned for a Return Hearing on July 20, 2023, where the Court placed the Parties stipulations on the record, as well as additional findings and orders. The Findings of Fact, Conclusions of Law, and Decree of Divorce was filed on August 16, 2023, and entered into this matter on August 17, 2023.

At the Return Hearing on July 20, 2023, Defendant argued that the Marital Residence was her sole and separate property, claiming that it had been gifted to her by Plaintiff. Plaintiff further argued that he was not put on the property at the time, as he did not have a social security number at the time of purchase. Further, Plaintiff has been the sole financial provider for the Marital Residence. The Court found that the Marital Residence was community property and ordered that either the Marital Residence be sold, or Defendant was to refinance the Marital Residence and split the proceeds with Plaintiff.

Plaintiff is refusing to comply with the Order regarding the Marital Residence contained in the Findings of Fact, Conclusions of Law, and Decree of Divorce, page 19, lines 14-27, which states: "**IT IS FURTHER ORDERED,**

ADJUDGED, AND DECREED that the Marital Residence located at 4120 Idlewood Avenue, Las Vegas, NV 89115, shall either be sold or refinanced by Defendant. Defendant shall have until September 29, 2023 to either sell or refinance the Marital Residence. If the Marital Residence is sold, the Parties shall split the proceeds received from the sale of the home equally. The parties shall then pay off any debts awarded to them with the proceeds from the sale of the home. In the event Defendant chooses to refinance the Marital Residence, Defendant shall pay Plaintiff his portion of the proceeds from the refinance. Plaintiff shall then pay off any debts awarded to him with the proceeds received from the refinance."

The order clearly states that Defendant had until September 29, 2023, to either sell or refinance the Marital Residence. Plaintiff has attempted to discuss the sale or refinance of the home with Defendant, in which she refuses to cooperate. The undersigned attempted to resolve the issues regarding the sale or refinance of the Marital Residence, in which Defendant refuses to comply. Defendant continues to ignore Court order and refuses to sell or refinance the home. This Court should issue and Order to Show Cause for Defendant's failure to comply with the Court ordered entered on August 17, 2023.

/ / /

/ / /

II.
LEGAL ANALYSIS

A. EDCR Rule 5.501. Requirement to attempt resolution.

> *(a) Except as otherwise provided herein or by other rule, statute, or court order, before any family division matter motion is filed, the movant must attempt to resolve the issues in dispute with the other party.*
>
> *(b) A party filing a motion in which no attempt was made to resolve the issues in dispute with the other party shall include a statement within the motion of what provision, futility, or impracticability prevented an attempt at resolution in advance of filing.*
>
> *(c) Failure to comply with this rule may result in imposition of sanctions if the court concludes that the issues would have been resolved if an attempt at resolution had been made before filing.*

Pursuant to EDCR 5.501, the Movant must attempt to resolve the issues of the dispute with the other party and must detail such attempts in their Motion. Here, Plaintiff and the undersigned both attempted to resolve the issue with Defendant, to which she refused to comply. Defendant has no plan to sell or refinance the Marital Residence, regardless of the Court order.

B. PURSUANT TO NRS 22.010, THIS COURT SHOULD ENFORCE THE DECREE AND HOLD NATALIE IN CONTEMPT FOR VIOLATING THE DECREE OF DIVORCE.

NRS 22.010 states:

The following acts or omissions shall be deemed contemptuous:

1. Disorderly, contemptuous or insolent behavior toward the judge while the judge is holding court, or engaged in judicial duties at chambers, or toward masters or arbitrators while sitting on a reference or arbitration, or other judicial proceeding.
2. A breach of the peace, boisterous conduct or violent disturbance in the presence of the court, or in its immediate vicinity, tending to interrupt the due course of the trial or other judicial proceeding.

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

4. Disobedience of a subpoena duly served, or refusing to be sworn or answer as a witness.

5. Rescuing any person or property in the custody of an officer by virtue of an order or process of such court or judge at chambers.

6. Disobedience of the order or direction of the court made pending the trial of an action, in speaking to or in the presence of a juror concerning an action in which the juror has been impaneled to determine, or in any manner approaching or interfering with such juror with the intent to influence the verdict.

7. Abusing the process or proceedings of the court or falsely pretending to act under the authority of an order or process of the court.

[1911 CPA § 452; RL § 5394; NCL § 8941] — (NRS A 1983, 843)

Pursuant to NRS 22.010(3), the refusal to obey a lawful order issued by the Court is an act of contempt. A person found guilty of contempt may be fined up to $500.00 for each act of contempt, and/or may be imprisoned for up to 25 days. The person found in contempt may also be required to pay the reasonable expenses and attorney's fees of the person seeking to enforce the order.

NRS 22.100 Penalty for contempt.

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

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

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

[1911 CPA § 461; A 1913, 117; NCL § 8950] — (NRS A 2005, 62)

Defendant violated the Decree and has acted in contempt by violating the orders of this Court in refusing to sell or refinance the Marital Residence by September 29, 2023, as she was ordered to do in the Findings of Fact, Conclusions of Law, and Decree of Divorce entered into this matter on August 17, 2023.

C. PLAINTIFF IS ENTITLED TO AN AWARD OF REASONABLE ATTORNEY'S FEES PURSUATN TO NRS 22.100(3) AND NRS 18.010

NRS 18.010. states:

1. The compensation of an attorney and counselor for his or her services is governed by agreement, express or implied, which is not restrained by law.

2. In addition to the cases where an allowance is authorized by specific statute, the court may make an allowance of attorney's fees to a prevailing party:

(a) When the prevailing party has not recovered more than $20,000; or

(b) Without regard to the recovery sought, when the court finds that the claim, counterclaim, cross-claim or third-party complaint or defense of the opposing party was brought or maintained without reasonable ground or to harass the prevailing party. The court shall liberally construe the provisions of this paragraph in favor of awarding attorney's fees in all appropriate situations. It is the intent of the Legislature that the court award attorney's fees pursuant to this paragraph and impose sanctions pursuant to Rule 11 of the Nevada Rules of Civil Procedure in all appropriate situations to punish for and deter frivolous or vexatious claims and defenses because such claims and defenses overburden limited judicial resources, hinder the timely resolution of meritorious claims and increase the costs of engaging in business and providing professional services to the public.

3. In awarding attorney's fees, the court may pronounce its decision on the fees at the conclusion of the trial or special proceeding without written motion and with or without presentation of additional evidence.

4. Subsections 2 and 3 do not apply to any action arising out of a written instrument or agreement which entitles the prevailing party to an award of reasonable attorney's fees.

In *Brunzell vs. Golden Gate National Bank*, 85 Nev.345, 349 (1969), the court enumerated factors that the District Court should consider in awarding attorney's fees, with no one factor controlling, as follows:

1. *The qualities of the advocate; his ability, his training, education, experience, professional standing and skill;*
2. *The character of the work to be done: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation;*
3. *The work actually performed by the lawyer: the skill, time and attention given to the work;*
4. *The result: whether the attorney was successful and what benefits were derived.*

Plaintiff has met these factors outlined in *Brunzell.* Plaintiff's Counsel is qualified and has experience, ability, and training in the field of Family Law. This Motion is necessary because of Defendant's refusal to comply with the Decree of Divorce, and further, her refusal to attempt a resolution prior to filing the present Motion. It is the responsibility of Plaintiff's counsel to assist him to ensure that his rights are preserved and litigated. Had Plaintiff's counsel not prepared this Motion, Defendant would have continued to infringe upon his rights.

Based on the foregoing, it is reasonable under the circumstances that Defendant be fully responsible for Plaintiff's reasonable attorney's fees, the sum to be determined pursuant to a Memorandum of Fees and Costs pursuant to NRS

18.010, NRS 125B.140(c)(2)(1), NRS 125B.0952, EDCR 7.60, NRCP 54(d) and *Brunzell.* Plaintiff further requests that his attorney's fees be awarded and reduced to judgment, collectable by any legal means.

III.
CONCLUSION

For the foregoing reasons, Plaintiff respectfully moves this Court to:

1. Enforce the Decree of Divorce and hold Defendant in contempt for failing to comply with the Decree;
2. Award the Plaintiff reasonable Attorney's Fees; and
3. Any other relief the Court deems just and proper.

DATED this 15th day of November 2023.

DONALDSON LAW, PLLC.

/s/ Bethany Donaldson, Esq.

BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
Bethany@DonaldsonLawNV.com
5510 S. Fort Apache Road
Las Vegas, Nevada 89148
Phone: (702) 605-1712
Attorney for Plaintiff

DECLARATION IN SUPPORT OFMOTION AND NOTICE OF MOTION FOR AN ORDER TO APPEAR AND SHOW CAUSE REGARDING CONTEMPT, AND FOR ATTORNEY'S FEES

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

Page 19 lines 14-18 of the FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECREE OF DIVORCE filed on 08/16/2023 and entered on 08/17/2023 states that the Marital Residence located at 4120 Idlewood Avenue, Las Vegas, NV 89115, shall either be sold or refinanced by Defendant. Defendant shall have until September 29, 2023 to either sell or refinance the Marital Residence.

Defendant has made no efforts to sell or refinance the property. She has been in violation of the order everyday since September 29, 2023. I have tried to resolve this with Defendant numerous times without requiring court intervention.

The Defendant was served with a copy of the FINDINGS OF FACT, CONCLUSIONS OF LAW, and DECREE OF DIVORCE on August 17, 2023. Defendant is aware of the order, because her attorney was served. I have asked her about the status of the selling or refinancing of the home numerous times. I am being harmed because I have had to retain an attorney to enforce this order. Also, I am being deprived of my share of the equity in the home, and I need

it to pay bills. Furthermore, the value of homes is uncertain and I'd like my portion of the home to be based on the value of the home September 29, 2023 should the value be determined to be decreasing.

The Judge should find VIANCA MAIN MORENO TAPIA in contempt because she is blatantly disregarding the order of this Court. Her decision to disregard the Order of the Court is causing me additional financial hardship.

I have personal knowledge of the facts constituting the contempt explained above. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED Nov 15, 2023

Rito Herrera
RITO HERRERA FLETES (Nov 15, 2023 20:34 PST)

RITO HERRERA FLETES

CERTIFICATE OF SERVICE

I hereby certify that on the 16th day of November 2023, a true and correct copy of the above **MOTION AND NOTICE OF MOTION FOR AN ORDER TO APPEAR AND SHOW CAUSE REGARDING CONTEMPT, AND FOR ATTORNEY'S FEES** and foregoing was served in the following manner:

☒ **Mail:** By depositing a copy in the United States Mail, postage prepaid, to the following address:

Vianca Main Moreno Tapia
4120 Idlewood Avenue
Las Vegas, NV 89115
Defendant in Proper Person

☐ **Electronic:** Through the Court's electronic service system, and addressed as follows:

/s/ Bethany Donaldson, Esq.
An Employee of Donaldson Law, PLLC.

EXHIBIT “9”

Electronically Filed
11/16/2023 12:52 PM
Steven D. Grierson
CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA
****

Rito Herrera Fletes, Plaintiff vs. Vianca Main Moreno Tapia, Defendant.	Case No.: D-22-647532-D Department O

NOTICE OF HEARING

Please be advised that the Plaintiff's Motion And Notice Of Motion For An Order To Appear And Show Cause Regarding Contempt And For Attorney's Fees in the above-entitled matter is set for hearing as follows:

Date: January 23, 2024

Time: 9:00 AM

Location: Courtroom 04
Family Courts and Services Center
601 N. Pecos Road
Las Vegas, NV 89101

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

STEVEN D. GRIERSON, CEO/Clerk of the Court

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

CERTIFICATE OF SERVICE

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

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

VAMT098

EXHIBIT “10”

Electronically Filed
11/29/2023 11:45 AM
Steven D. Grierson
CLERK OF THE COURT

EXMT
BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
Bethany@DonaldsonLawNV.com
DONALDSON LAW, PLLC.
5510 S. Fort Apache Road
Las Vegas, NV 89148
Phone: (702) 605-1712
Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

RITO HERRERA FLETES, Plaintiff, vs. VIANCA MAIN MORENO TAPIA, Defendant.	CASE NO: D-22-647532-D DEPT NO: M

PLAINTIFF'S *EX PARTE* MOTION FOR AN ORDER SHORTENING TIME

The Plaintiff, RITO HERRERA FLETES, by and through his attorney of record, BETHANY DONALDSON, ESQ., of DONALDSON LAW, PLLC., hereby submits this PLAINTIFF'S *EX PARTE* MOTION FOR AN ORDER SHORTENING TIME pursuant to EDCR 5.514 and requests that this Court shorten the time in which to hear Plaintiff's Motion and Notice of Motion for an Order to

Appear and Show Cause Regarding Contempt, and for Attorney's Fees ("Motion"), currently set for January 23, 2024, at 9:00 a.m.

This Motion is made and based upon the pleadings and papers on file and the following declaration of Bethany Donaldson, Esq. in support of this application.

DATED this 29th day of November 2023.

DONALDSON LAW, PLLC.

/s/ *Bethany Donaldson, Esq.*
BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
Bethany@DonaldsonLawNV.com
5510 S. Fort Apache Road
Las Vegas, NV 89148
Phone: (702) 605-1712
Attorney for Plaintiff

SWORN DECLARATION IN SUPPORT OF EX PARTE MOTION FOR AN ORDER SHORTENING TIME

I, BETHANY DONALDSON, ESQ,. being first and duly sworn on oath states and declares as follows:

1) Declarant Bethany Donaldson, Esq., is an attorney for Donaldson Law, PLLC., and is duly licensed to practice in the State of Nevada. Declarant is the attorney for Plaintiff, Rito Herrera Fletes.
2) I have personal knowledge of the basis upon which this request is made and am competent to testify thereto, except for those matters stated upon information and belief, and as to those matters, I believe them to be true.
3) Defendant was ordered to sell or refinance the Marital Residence no later than September 29, 2023.
4) Defendant has refused to sell or refinance the marital home. All efforts to attempt to settle this issue have failed.
5) On November 16, 2023, the undersigned filed a Motion and Notice of Motion for an Order to Appear and Show Cause Regarding Contempt, and for Attorney's Fees.
6) The hearing on the Motion was set for January 23, 2024, at 9:00 a.m.
7) Plaintiff is currently experiencing financial hardship.

8) The housing market is currently experiencing a downward trend, which will negatively affect the amount of proceeds received from the sale or refinance of the marital residence the longer Defendant waits to sell or refinance.

9) The Court's intervention is immediately necessary, and good cause exists to grant the request for an Order Shortening Time, as Plaintiff is currently experiencing financial hardship and is relying on the sale or refinance of the Marital Residence to help him through his financial hardship. Additionally, the housing market is currently experiencing a downward trend, which will negatively affect the amount of proceeds received from the sale or refinance of the marital residence the longer Defendant waits to sell or refinance.

10) This Ex Parte Motion for an Order Shortening Time is made in good faith, and I respectfully request this matter be given priority on the Court's calendar.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated this 29th day of November 2023.

DONALDSON LAW, PLLC.

/s/ Bethany Donaldson, Esq.

BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
Bethany@DonaldsonLawNV.com
5510 S. Fort Apache Road
Las Vegas, NV 89148
Attorney for Plaintiff

EXHIBIT “11”

Electronically Filed
11/29/2023 1:50 PM
CLERK OF THE COURT

OST
BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
Bethany@DonaldsonLawNV.com
DONALDSON LAW, PLLC.
5510 S. Fort Apache Road
Las Vegas, NV 89148
Phone: (702) 605-1712
Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

RITO HERRERA FLETES, Plaintiff, vs. VIANCA MAIN MORENO TAPIA, Defendant.	CASE NO: D-22-647532-D DEPT NO: O

ORDER SHORTENING TIME

Upon application of the Plaintiff and good cause appearing therefore:

IT IS HEREBY ORDERED that Plaintiff's request for an Order Shortening Time is hereby granted and the hearing on PLAINTIFF'S MOTION AND NOTICE OF MOTION FOR AN ORDER TO APPEAR AND SHOW CAUSE REGARDING CONTEMPT, AND FOR ATTORNEY'S FEES

is hereby shortened to the 14th day of December 2023, at 10:00 a.m. a.m./p.m.

IT IS SO ORDERED.

Dated this 29th day of November, 2023

LS

4AC F45 41B4 D245
Regina M. McConnell
District Court Judge

Respectfully submitted by:
DONALDSON LAW, PLLC.

/s/ *Bethany Donaldson, Esq.*
BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
Bethany@DonaldsonLawNV.com
5510 S. Fort Apache Road
Las Vegas, NV 89148
Phone: (702) 605-1712
Attorney for Plaintiff

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Rito Herrera Fletes, Plaintiff vs. Vianca Main Moreno Tapia, Defendant.	CASE NO: D-22-647532-D DEPT. NO. Department O

AUTOMATED CERTIFICATE OF SERVICE

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

Service Date: 11/29/2023

Glenn Schepps	glenn@ataclaw.com
Rito Herrera Fletes	curly1984@gmail.com
Bethany Donaldson	Bethany@DonaldsonLawNV.com

EXHIBIT “12”

Electronically Filed
11/30/2023 12:22 PM
Steven D. Grierson
CLERK OF THE COURT

NEO
BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
bethany@donaldsonlawnv.com
DONALDSON LAW, PLLC.
5510 S. Fort Apache Road
Las Vegas, Nevada 89148
Phone: (702) 605-1712
Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

RITO FLETES HERRERA, Plaintiff, vs. VIANCA MAIN MORENO TAPIA, Defendant.	CASE NO: D-22-647532-D DEPT NO: M

NOTICE OF ENTRY OF ORDER

YOU WILL PLEASE TAKE NOTICE that the attached Order Shortening Time was entered on the 29th day of November 2023 in the above-entitled matter.

DATED this 30th day of November 2023.

DONALDSON LAW, PLLC.

/s/Bethany Donaldson, Esq.
BETHANY DONALDSON, ESQ
Nevada Bar No. 15725
bethany@donaldsonlawnv.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of November 2023, a true and correct copy of the above and foregoing **NOTICE OF ENTRY OF ORDER** was served in the following manner:

☒ **Mail:** By depositing a copy in the United States Mail, postage prepaid, to the following address:

Vianca Main Moreno Tapia
4120 Idlewood Avenue
Las Vegas, NV 89115
Defendant in Proper Person

☐ **Electronic:** Through the Court's electronic service system, and addressed as follows:

/s/ Bethany Donaldson, Esq.
An employee of Donaldson Law, PLLC.

ELECTRONICALLY SERVED
11/29/2023 1:50 PM

Electronically Filed
11/29/2023 1:50 PM
CLERK OF THE COURT

OST
BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
Bethany@DonaldsonLawNV.com
DONALDSON LAW, PLLC.
5510 S. Fort Apache Road
Las Vegas, NV 89148
Phone: (702) 605-1712
Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

RITO HERRERA FLETES, Plaintiff, vs. VIANCA MAIN MORENO TAPIA, Defendant.	CASE NO: D-22-647532-D DEPT NO: O

ORDER SHORTENING TIME

Upon application of the Plaintiff and good cause appearing therefore:

IT IS HEREBY ORDERED that Plaintiff's request for an Order Shortening Time is hereby granted and the hearing on PLAINTIFF'S MOTION AND NOTICE OF MOTION FOR AN ORDER TO APPEAR AND SHOW CAUSE REGARDING CONTEMPT, AND FOR ATTORNEY'S FEES

is hereby shortened to the 14th day of December 2023, at 10:00 a.m. a.m./p.m.

IT IS SO ORDERED.

Dated this 29th day of November, 2023

LS

4AC F45 41B4 D245
Regina M. McConnell
District Court Judge

Respectfully submitted by:
DONALDSON LAW, PLLC.

/s/ *Bethany Donaldson, Esq.*
BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
Bethany@DonaldsonLawNV.com
5510 S. Fort Apache Road
Las Vegas, NV 89148
Phone: (702) 605-1712
Attorney for Plaintiff

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Rito Herrera Fletes, Plaintiff vs. Vianca Main Moreno Tapia, Defendant.	CASE NO: D-22-647532-D DEPT. NO. Department O

AUTOMATED CERTIFICATE OF SERVICE

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

Service Date: 11/29/2023

Glenn Schepps	glenn@ataclaw.com
Rito Herrera Fletes	curly1984@gmail.com
Bethany Donaldson	Bethany@DonaldsonLawNV.com

EXHIBIT “13”

Electronically Filed
12/1/2023 1:23 PM
Steven D. Grierson
CLERK OF THE COURT

OPP
ISSO & HUGHES FIRM, LLC
JENNIFER ISSO, ESQ.
Nevada Bar No. 13157
ji@issohugheslaw.com
8965 S Eastern Ave. Ste 120
Las Vegas, NV 89142
Phone: (702) 434-4424
Attorney for Defendant Unbundled

IN THE DISTRICT COURT OF THE STATE OF NEVADA
FAMILY DIVISION

RITO HERRERA FLETES,

Plaintiff,

vs.

VIANCA MAIN MORENO TAPIA,

Defendant.

CASE NO: D-22-647532-D

DEPT: M

ORAL ARGUMENT REQUESTED? YES

DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR AN ORDER TO SHOW CAUSE AND DEFENDANT'S COUNTERMOTION FOR ATTORNEY'S FEES AND OTHER RELATED RELIEF

COMES NOW Defendant, VIANCA MAIN MORENO TAPIA, by and through her unbundled attorney, Jennifer Isso, ESQ. and respectfully files this Opposition to Plaintiff's motion for an order to show cause. This Opposition is made and based upon the points and authorities included herein, the exhibits filed herewith, and the arguments of counsel as permitted by this court.

Dated this 1st day of December 2023.

Isso & Hughes Law Firm
/s/ Jennifer Isso, Esq.
JENNIFER ISSO, ESQ.
Nevada State Bar No. 13157
8965 S Eastern. Ste 120
Las Vegas, Nevada 89123
Attorney for Defendant

POINTS AND AUTHORITES

I.

FACTS.

1. ***Background facts***

Plaintiff, RITO HERRERA FLETES ("Rito"), and Defendant, VIANCA MORENO TAPIA ("Vianca"), have a Findings of Fact, Conclusions of Law, and Decree of Divorce that was filed on August 16, 2023, and entered in this matter on August 17, 2023.

2. Opposition

Vianca has nothing that would rise to the level of contempt in this matter. In the interest of judicial economy, this matter never should have been brought before this court. Vianca did everything to try to settle this matter with Rito, but just as he did during the marriage, he let his stubbornness and unwillingness to compromise get in the way and brought an unnecessary motion before the court.

Vianca readily admits that according to the Decree, she was to refinance the marital residence by September 29th, 2023. This is exactly what she has been working to do. What she found out is there are two simple reasons keeping this from happening that will require a little longer time for her to refinance and as such she is requesting a three month extension. Both hang-ups can be at least partially contributed to the acts of Rito, and they are out of Vianca's control. Once these two issues are handled, the re-finance is ready and in order,

The first issue holding up the re-finance is a federal income tax issue. Vianca has to show two years of filing taxes on her own in order to qualify for the re-finance. Because Rito insisted they file joint the first year they were divorced, Vianca will not have two years of income tax returns until she files this year. She is expecting her W-2

statement to come near the end of January and this should be helpful with effectuating the refinance. At this point, she will have two years of income tax returns to show.

The second issue holding up the re-finance revolves around child support. In order to qualify for the re-finance, Vianca must show six months of child support payments made from Rito to her. These six months of child support payments again will be complete at the end of January.

As stated, Vianca has already started the application process but the bank is requesting these additional document before it is finalized.

Vianca did everything possible to settle this matter with Rito. She requested he give her a short extension so that she could handle these two issues and complete the re-finance. This seemed like the best for everybody and the most reasonable resolution possible. Rito's only response was "I want my money now". It is this type of attitude that led to divorce, and the same attitude that brings us back before the court.

Vianca simply needs a short extension to complete the re-finance, and then everyone gets what they want from this matter. Rito will have his share of the equity and Vianca will be free from his threats and control. Running back to court is not the peaceful resolution this case needs.

LAW

Rito's motion for an order to show cause must be denied. Rito failed to meet the requirements in Awad. The law is clear in Nevada that before a Court can assume jurisdiction to hold a person in contempt, an affidavit must be filed. *Awad v. Wight*, 794 P.2d 713 (1990) (citing *Steeves v. District Court*, 59 Nev. 405, 413, 94 P.2d 1093, 1095-96 (1939). As the affidavit is jurisdictional in nature. *Lutz v. District Court*, 29 Nev. 152, 86 P. at 445, stated that the affidavit is jurisdictional. Since the alleged conduct was not

committed in the immediate purview and presence of the court, the affidavit must contain the ***specific facts*** constituting the contempt. *See* NRS 22.030. "While courts have inherent power "to protect and defend their decrees by contempt proceedings" *See Noble v. Noble*, 86 Nev. 459, 463, 470 P.2d 430, 432 (1970), they are nevertheless bound by statute. *Brown v. Brown*, 101 Nev. 144, 146, 696 P.2d 999, 1000 (1985)." Here, Defendant filed a declaration, but it only contains "blanket allegations" and are generalizations that do not identify specific conduct (who, what, when, where, how etc.) so the court may assess the specific conduct and determine whether it is contempt. Further the affidavit does not specify the sections of the order that were violated. This violates Vianca's due process rights.

Further, Vianca did not intentionally violate any order. She was only given a short amount of time to refinance which counsel knew would not be sufficient time. Vianca is therefore requesting until March of 2023 to have the refinance complete and to pay Rito his share.

COUNTERMOTION

A. Defendant Should be Awarded Legal Fees

EDCR 5.501 is clear in its requirement for a moving party to attempt to resolve issues before bringing them to the Court:

(a) Before any family division motion is heard by the court, the movant must attempt to contact and communicate with the other party's counsel, or that party if unrepresented, in an attempt to resolve the issue or issues in dispute without the necessity of court intervention.

Failure to comply with this provision may result in sanctions being imposed against the movant and an award of attorney's fees and costs to the non-movant if the issues would have, in the opinion of the court, been resolved if the movant had attempted to resolve the issues prior to the hearing. As indicated, Rito is unreasonable and only was concerned with himself. There was no need to file the motion as Vianca explained that she only needed a little more time to get the refinance and pay him his share.

Pursuant to *NRS 18.010 and NRS 22.010,* the Court should award attorney's fees to deter frivolous motions and for sanctions. Therefore, Vianca is requesting $1,800 for attorney's fees and costs. Vianca is requesting that Rito be ordered to pay ALL of her reasonable attorney's fees and costs of Court, relating to this pleading. Pursuant to Brunzell v. Golden Gate National_Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969), there are four (4) primary considerations set as set forth in Brunzell:

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

The undersigned counsel has been in practice over five (5) years, since 2013, and has an extensive background litigating a wide range domestic relations cases covering divorce, annulment, child custody and visitation, child support collections and defense, modification of child support, property valuation and distribution, debt division, alimony, domestic violence proceedings and protective orders, etc.

2. **The Character of the Work to Be Done: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed**

and the prominence and character of the parties where they affect the importance of the litigation.

This is a high conflict matter involving marital assets and contempt.

3. The Work Actually Performed by the Lawyer: the skill, time and attention given.

The undersigned has performed a wealth of work on this case. The time and attention given to the work speak from the pleadings filed and the oral arguments executed in court.

4. The Expected Outcome.

Vianca feels that she has a high probability of success.

3. CONCLUSION

Based upon the foregoing, Vianca respectfully requests that this Court deny Rito's request in his Motion and grant her countermotion.

Dated this 1st day of December 2023

Isso & Hughes Law Firm
/s/ Jennifer Isso, Esq.
JENNIFER ISSO, ESQ.
Nevada State Bar No. 13157
8965 S Eastern. Ste 120
Las Vegas, Nevada 89123
Attorney for Defendant

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that on the 1st day of December 2023, a true and correct copy of the foregoing Opposition was served via Odyssey to:

Bethany Donaldson, Esq.
Bethany@donaldsonlawnv.com
Attorney for Plaintiff

/s/ Jennifer Isso

EXHIBIT “14”

Electronically Filed
12/8/2023 7:26 PM
Steven D. Grierson
CLERK OF THE COURT

ROPP
BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
Bethany@DonaldsonLawNV.com
DONALDSON LAW PLLC
5510 S. Fort Apache
Las Vegas, Nevada 89148
Phone: (702) 605-1712
Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

RITO HERRERA FLETES, PLAINTIFF, VS. VIANCA MAIN MORENO TAPIA, DEFENDANT.	CASE NO: D-22-647532-D DEPT NO: M HEARING DATE AND TIME: DECEMBER 14, 2023 @ 10:00 AM

PLAINTIFF'S REPLY AND OPPOSITION TO DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR AN ORDER TO SHOW CAUSE AND DEFENDANT'S COUNTERMOTION FOR ATTORNEY'S FEES AND OTHER RELATED RELIEF

COMES NOW the Plaintiff, RITO HERRERA FLETES ("Rito") by and through his attorney, BETHANY DONALDSON, ESQ. of DONALDSON LAW PLLC, hereby submits this PLAINTIFF'S REPLY AND OPPOSITION TO DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR AN ORDER

TO SHOW CAUSE AND DEFENDANT'S COUNTERMOTION FOR ATTORNEY'S FEES AND OTHER RELATED RELIEF.

This REPLY AND OPPOSITION is based on the pleadings and papers on file, the Memorandum of Points and Authorities herein below, the Declaration and Exhibits attached hereto, and any oral argument that the Court may entertain at the time of the hearing.

DATED this 8th day of December 2023.

DONALDSON LAW PLLC

/s/ *Bethany Donaldson, Esq.*
BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
5510 S. Fort Apache
Las Vegas, Nevada 89148
Phone: (702) 605-1712
Bethany@DonaldsonLawNV.com
Attorney for Plaintiff

MEMORANDUM OF POINTS AND AUTHORITIES

I. The Parties History and Relevant Facts

1.Vianca's Opposition fails to provide any corroborating evidence to support her position that she has been working to obtain a refinance of the home. There is no application nor proof of correspondence with a lender.

2. EDCR 5.501 is in place to prevent the very situation Vianca wrongly states is at play here. The undersigned reached out to Vianca prior to Vianca obtaining counsel, attempting to resolve the issues before the court without having to seek court intervention. In the undersigned's correspondence with Vianca pursuant to EDCR 5.501, she never provided this explanation now contained in her opposition. Instead, she felt excused from her obligation to follow the court's orders because Rito paid child support late one month. The first time Plaintiff or Counsel for Plaintiff heard of Vianca's alleged attempts to refinance the home is when she filed her Opposition and Countermotion on December 1, 2023. (*See* Email between Vianca and the Undersigned dated November 6, 2023 and November 7, 2023 attached as **"EXHIBIT 1"**)

3. Next Mom claims in order to refinance she must show six months of child support payments made by Rito to her. She claims the six months of child support payments will be complete at the end of January. Rito has been paying Mom court ordered child support since ordered on July 26, 2022.

4. Mom's entire argument is about what has prevented her from refinancing the home. However, Mom also has the option to sell the home. The reason Mom provided no evidence of her efforts to sell or refinance the home is because she has none. Mom continues to do what she has always done: take no responsibility for her actions and be dishonest.

5. Vianca's motion states that the Affidavit supporting Rito's motion does not specify the sections of the order that were violated. This is false. See page 11 line 6 of PLAINTIFF'S MOTION AND NOTICE OF MOTION FOR AN ORDER TO APPEAR AND SHOW CAUSE REGARDING CONTEMPT, AND FOR ATTORNEY'S FEES.

6. Vianca's opposition requests until March of 2023 to complete refinance and to pay Rito his share. That date has passed. Furthermore, if Vianca is granted any additional time Rito asks to be relieved of his spousal support obligation until that time. Rito asks that his share of equity be calculated based on the value of the home in September of 2023 rather than when executed if the value of the home goes down. Rito has been unable to meet other financial obligations due to Vianca's being in contempt of the Decree.

II. LEGAL ARGUMENT

A. PURSUANT TO NRS 22.010, THIS COURT SHOULD ENFORCE THE DECREE AND HOLD VIANCA IN CONTEMPT FOR VIOLATING THE DECREE OF DIVORCE.

NRS 22.010 states:

The following acts or omissions shall be deemed contemptuous:

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

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

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

4. Disobedience of a subpoena duly served, or refusing to be sworn or answer as a witness.

5. Rescuing any person or property in the custody of an officer by virtue of an order or process of such court or judge at chambers.

6. Disobedience of the order or direction of the court made pending the trial of an action, in speaking to or in the presence of a juror concerning an action in which the juror has been impaneled to determine, or in any manner approaching or interfering with such juror with the intent to influence the verdict.

7. Abusing the process or proceedings of the court or falsely pretending to act under the authority of an order or process of the court.

[1911 CPA § 452; RL § 5394; NCL § 8941] — (NRS A 1983, 843)

Pursuant to NRS 22.010(3), the refusal to obey a lawful order issued by the Court is an act of contempt. In her Opposition Vianca argues that Defendant's Declaration does not include specific conduct of contempt and thus his Motion should be denied. However, Vianca's argument is invalid. Rito is not asking this Court to hold Mom in contempt for her acts but rather her omissions, specifically her disobedience or resistance to the lawful Decree issued by this honorable Court. EDCR 5.509 states that the detailed affidavit complying with NRS 22.030(2) identifies the specific provisions, pages and lines of the existing order(s) alleged to

have been violated, the acts or omissions constituting the alleged violation. Here Rito is in compliance with NRCP 5.509 as the omission stated in the affidavit page 11 line 14 states Defendant has made no efforts to sell or refinance the property.

Wherefore, Rito respectfully requests that this court enter an order that:

1. Denies Mom's Countermotion in its entirety;
2. Enforces the Decree of Divorce and holds Defendant in contempt for failing to comply with the Decree;
3. Award the Plaintiff reasonable Attorney's Fees; and
4. For any further relief this Court deems equitable and just.

Dated this 8th day of December 2023.

/s/ Bethany Donaldson, Esq.
BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
Bethany@DonaldsonLawNV.com
DONALDSON LAW PLLC
5510 S. Fort Apache
Las Vegas, Nevada 89101
Phone: (702) 605-1712
Attorney for Plaintiff

DECLARATION

I, RITO HERRERA FLETES, declare that I am competent to testify to the facts contained in the preceding filing.

I have read the preceding filing, and I have personal knowledge of the facts contained therein, unless stated otherwise. Further, the factual averments contained therein are true and correct to the best of my knowledge, except those matters based on information and belief, and as to those matters, I believe them to be true.

The factual averments contained in the preceding filing are incorporated herein as if set forth in full.

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

Dated: Dec 8, 2023

R Herrera

RITO HERRERA FLETES (Dec 8, 2023 18:45 PST)

RITO HERRERA FLETES

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of December 2023, a true and correct copy of the above **PLAINTIFF'S REPLY AND OPPOSITION TO DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR AN ORDER TO SHOW CAUSE AND DEFENDANT'S COUNTERMOTION FOR ATTORNEY'S FEES AND OTHER RELATED RELIEF** and foregoing was served in the following manner:

☐ **Mail:** By depositing a copy in the United States Mail, postage prepaid, to the following address:

☒ **Electronic:** Through the Court's electronic service system, and addressed as follows:

Staff IHL efilenotifications@issohugheslaw.com
Jennifer Isso ji@issohugheslaw.com
Counsel for Defendant

/s/ Bethany Donaldson
An Employee Donaldson Law PLLC

EXHIBIT “1"

Gmail

Bethany Donaldson <bethany@donaldsonlawnv.com>

Sale or Refinance of Residence located at 4120 Idlewood Ave.

5 messages

Bethany Donaldson <bethany@donaldsonlawnv.com> Mon, Nov 6, 2023 at 11:24 AM
To: moreno.vianca85@gmail.com

Vianca,
Good Morning. As you may remember I represented Rito in your divorce proceedings. You were ordered to sale or refinance the home by September 29, 2023, see attached. It is Rito's understanding that you have done neither. I have been retained to enforce the order of the court. Pursuant EDCR 5.501 I am required to attempt to resolve this issue with you directly before seeking court intervention. Please resolve this issue and advise me of the resolution by the END OF DAY NOVEMBER 10th, 2023. If I haven't heard from you by then, or I'm not satisfied with your response, Rito is left with no other option but to seek court intervention and request attorney fees.
Thanks,
Bethany

--

DL DONALDSON LAW, PLLC

BETHANY DONALDSON, ESQ.
DONALDSON LAW, PLLC
Email: Bethany@DonaldsonLawNV.com
Mobile: 702-605-1712

CONFIDENTIALITY NOTICE: This email contains information and, if attached hereto, information and attachments that are CONFIDENTIAL and SUBJECT TO ATTORNEY-CLIENT, ATTORNEY WORK-PRODUCT AND OTHER PRIVILEGES. These privileges are not waived. This email and any attachments constitute non-public information and attachments that are to be conveyed only to the intended recipient(s). If the reader or recipient of this email and/or any attachment thereto is not an intended recipient, or you believe that you may have received the same in error, please notify the sender immediately by return email and promptly delete this email and any attachments without reading, using, retaining, reproducing or disseminating them in any fashion. Any reading, use, retention, reproduction or dissemination of this email or any attachment by an unintended recipient or without the express written permission of the sender is prohibited.

D-22-647532-D - Notice of Entry of Stipulation and Order - NTSO FAM.pdf
531K

Vianca Moreno <moreno.vianca85@gmail.com> Mon, Nov 6, 2023 at 4:07 PM
To: Bethany Donaldson <bethany@donaldsonlawnv.com>

Good afternoon, I'm sorry to hear from you in this situation again, but I'm clear about the judge's order regarding the house, but Rito and I were talking and I gave him my reasons why I haven't refinanced the house, as you know, he also has an order to give his child support and he has it late every month

VAMT126

and it is not only the child support and alymoney that the one who is late does not respect the 30/30 of the children, he never pays it on time, he has not paid his part for about 5 months just to deair you,and he don't respect the visit with the kids an example since September 15 that he does not look for them to look at them, the last time we talked about the house he decided to start depositing his monthly payments on time yesterday he had to deposit half and he only deposited less than 1/4 of the monthly amount.

So the only thing I ask of him in order to be able to fix the situation of the house is that he also respects the judge's order and I believe it is the same for me regarding the house as it is for him in all his payments and visits that he does not handle.

[Quoted text hidden]

Bethany Donaldson <bethany@donaldsonlawnv.com> Mon, Nov 6, 2023 at 4:13 PM
To: Vianca Moreno <moreno.vianca85@gmail.com>

That is not how it works. You are not excused from following a court order because his child support was late. I appreciate your reply, but unfortunately it sounds like I will need to seek court intervention.
[Quoted text hidden]

Vianca Moreno <moreno.vianca85@gmail.com> Mon, Nov 6, 2023 at 5:44 PM
To: Bethany Donaldson <bethany@donaldsonlawnv.com>

VAMT127

Are you telling me that the law or judge's orders only apply to me and not to him? I cannot be receiving payments late and therefore making my payments late affecting my credit just because he wants to make his payments late but he does require that I comply with the judge's order and he does not.

[Quoted text hidden]

Bethany Donaldson <bethany@donaldsonlawnv.com> Tue, Nov 7, 2023 at 10:07 AM
To: Vianca Moreno <moreno.vianca85@gmail.com>

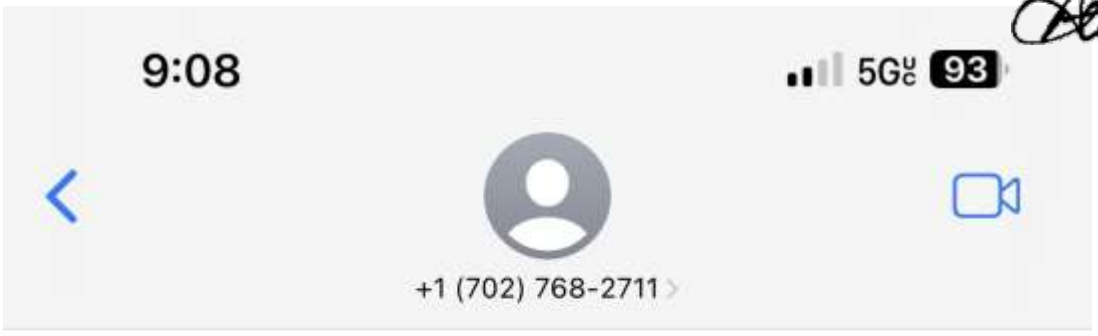
You are not complying with the Judge's order or the home would have been sold or refinanced months ago.
[Quoted text hidden]

VAMT128

EXHIBIT “15”

EXHIBIT “16”

Electronically Filed
12/14/2023 9:59 AM
Steven D. Grierson
CLERK OF THE COURT



iMessage
Mon, Sep 11 at 3:21 PM

Elena Vazquez.
Home Funding corp.
1820 E. Warm Springs Rd. Suite 130
Las Vegas, NV 89119
Direct : (702) 768-2711 (tel:(702)%20768-2711)

Email: elenav@hf-corp.com (mailto:elenav@hf-corp.com)

PERSONAL NMLS #369960

CORP NMLS #91487

Documents needed for loan application:
- Most current pay stubs (one month)
- Last two years W-2s & 1040s
- Last 2 months bank statements
- Copy of ID & social security card

VAMT130

EXHIBIT “17”

Electronically Filed
01/17/2024 3:40 PM
CLERK OF THE COURT

ORDR

THE ISSO & HUGHES LAW FIRM
JENNIFER ISSO, ESQ.
Nevada Bar No. 13157
8965 S. Eastern Ave. Suite 120
Las Vegas, Nevada 89123
Telephone: (702) 434-4424
ji@issohugheslaw.com
Attorney for Defendant Unbundled

DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

Rito Herrera Fletes, Plaintiff, vs. Vianca Main Moreno Tapia, Defendant.	CASE NO: D-22-647532-D DEPT NO: O

ORDER AFTER HEARING

This matter having come on December 14th, 2023 at 10:00 a.m., for PLAINTIFF'S MOTION AND NOTICE OF MOTION FOR AN ORDER TO APPEAR AND SHOW CAUSE REGARDING CONTEMPT AND FOR ATTORNEY'S FEES AND DEFENDANT'S OPPOSITION. The Court having read the papers and pleadings on file, having heard the evidence presented, and good cause appearing, now therefore,

THE COURT NOTES THE FOLLOWING: That all parties were present via VIDEO CONFERENCE through the BLUEJEANS application. Interpreter, Alicia Herrera, was also present for Plaintiff.

THE COURT FURTHER NOTES: That upon inquiry, Attorney Donaldson represented that the parties have an AGREEMENT. Attorney Donaldson attempted to place the terms and conditions of the AGREEMENT on the record. Attorney Isso objected, stating that the parties do NOT have an AGREEMENT.

Statistically closed: USJR-FAM-Set/Withdrawn with Judicial Conf/Hearing Close Case (UWJC)

THE COURT FURTHER NOTES: That Court advised it is inclined to enforce the Decree of Divorce.

NOW THEREFORE IT IS HEREBY ORDERED that Plaintiff's MOTION for ORDER TO SHOW CAUSE is DENIED at this time.

IT IS FURTHER ORDERED that the DECREE OF DIVORCE and the FINDINGS OF FACT and CONCLUSIONS OF LAW shall remain in FULL FORCE and EFFECT.

IT IS FURTHER ORDERED that the MARITAL RESIDENCE shall be SOLD. Attorney Donaldson shall provide three (3) names of REALTORS to Attorney Isso by December 21, 2023. Attorney Isso shall select one (1) REALTOR from the provided list by December 28, 2023. The selected REALTOR shall be hired by December 29, 2023.

IT IS FURTHER ORDERED that the MARITAL RESIDENCE shall be LISTED for SALE by January 2, 2024. Plaintiff may RE-FILE a MOTION for ORDER TO SHOW CAUSE if it is NOT.

IT IS FURTHER ORDERED that if the parties reach a FINAL AGREEMENT, in the interim, then counsel may prepare and submit a proposed STIPULATION AND ORDER to Department O.

IT IS SO ORDERED

Dated this 17th day of January, 2024



LS

F10 1F2 D386 5847
Regina M. McConnell
District Court Judge

Submitted by:
/s/ Jennifer Isso
JENNIFER ISSO, ESQ.
Nevada Bar No. 13157
8965 S. Eastern Ave. Suite 120
Las Vegas, Nevada 89123
Telephone: (702) 434-4424
ji@issohugheslaw.com
Attorney for Defendant Unbundled

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Rito Herrera Fletes, Plaintiff vs. Vianca Main Moreno Tapia, Defendant.	CASE NO: D-22-647532-D DEPT. NO. Department O

AUTOMATED CERTIFICATE OF SERVICE

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

Service Date: 1/17/2024

Glenn Schepps	glenn@ataclaw.com
Rito Herrera Fletes	curly1984@gmail.com
Staff IHL	efilenotifications@issohugheslaw.com
Jennifer Isso	ji@issohugheslaw.com
Bethany Donaldson	Bethany@DonaldsonLawNV.com

EXHIBIT “18”

Electronically Filed
1/18/2024 3:40 PM
Steven D. Grierson
CLERK OF THE COURT

NEOJ
BETHANY DONALDSON, ESQ.
Nevada Bar No. 15725
bethany@donaldsonlawnv.com
DONALDSON LAW, PLLC.
5510 S. Fort Apache Road
Las Vegas, Nevada 89148
Phone: (702) 605-1712
Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
COUNTY OF CLARK, STATE OF NEVADA

RITO FLETES HERRERA, Plaintiff, vs. VIANCA MAIN MORENO TAPIA, Defendant.	CASE NO: D-22-647532-D DEPT NO: O

NOTICE OF ENTRY OF ORDER

YOU WILL PLEASE TAKE NOTICE that the attached ORDER AFTER DECEMBER 14, 2023 HARING was entered on the 17th day of January 2024 in the above-entitled matter.

DATED this 18th day of January 2024.

DONALDSON LAW, PLLC.

/s/Bethany Donaldson, Esq.
BETHANY DONALDSON, ESQ
Nevada Bar No. 15725
bethany@donaldsonlawnv.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of January 2024, a true and correct copy of the above and foregoing **NOTICE OF ENTRY OF ORDER** was served in the following manner:

☐ **Mail:** By depositing a copy in the United States Mail, postage prepaid, to the following address:

☒ **Electronic:** Through the Court's electronic service system, and addressed as follows:

Staff IHL efilenotifications@issohugheslaw.com
Jennifer Isso ji@issohugheslaw.com
Counsel for Defendant

/s/ Bethany Donaldson, Esq.
An employee of Donaldson Law, PLLC.

ELECTRONICALLY SERVED
1/17/2024 3:41 PM

Electronically Filed
01/17/2024 3:40 PM
CLERK OF THE COURT

ORDR
THE ISSO & HUGHES LAW FIRM
JENNIFER ISSO, ESQ.
Nevada Bar No. 13157
8965 S. Eastern Ave. Suite 120
Las Vegas, Nevada 89123
Telephone: (702) 434-4424
ji@issohugheslaw.com
Attorney for Defendant Unbundled

DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

Rito Herrera Fletes, Plaintiff, vs. Vianca Main Moreno Tapia, Defendant.	CASE NO: D-22-647532-D DEPT NO: O

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IT IS FURTHER ORDERED that if the parties reach a FINAL AGREEMENT, in the interim, then counsel may prepare and submit a proposed STIPULATION AND ORDER to Department O.

IT IS SO ORDERED

Dated this 17th day of January, 2024



LS

F10 1F2 D386 5847
Regina M. McConnell
District Court Judge

Submitted by:
/s/ Jennifer Isso
JENNIFER ISSO, ESQ.
Nevada Bar No. 13157
8965 S. Eastern Ave. Suite 120
Las Vegas, Nevada 89123
Telephone: (702) 434-4424
ji@issohugheslaw.com
Attorney for Defendant Unbundled

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Rito Herrera Fletes, Plaintiff vs. Vianca Main Moreno Tapia, Defendant.	CASE NO: D-22-647532-D DEPT. NO. Department O

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Glenn Schepps	glenn@ataclaw.com
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Jennifer Isso	ji@issohugheslaw.com
Bethany Donaldson	Bethany@DonaldsonLawNV.com