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Steven D. Grierson
CLERK OF THE COURT

NOAS
AMY L. SUGDEN, ESQ.
Amy L. Sugden, Bar No. 9983
375 E. Warm Springs, Ste. 104
Las Vegas, NV 89119
Telephone: (702) 625-3605

Attorney for Defendant
Christopher Fleming

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Aug 11 2023 03:11 PM
Elizabeth A. Brown
Clerk of Supreme Court

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

*****

TARA MEIERKORD, an individual, Plaintiff, vs. CHRISTOPHER FLEMING, an individual; and DOE Individuals I-X, inclusive and ROE CORPORATIONS XI through XX, inclusive, Defendants.	Case No.: A-20-820498-C Dept. No.: Department 31

DEFENDANT CHRISTOPHER FLEMING'S NOTICE OF APPEAL

PLEASE TAKE NOTICE that Defendant CHRISTOPHER FLEMING ("Fleming" or "Defendant") by and through his undersigned counsel of record, Amy L. Sugden of SUGDEN LAW, hereby appeal to the Supreme Court of Nevada from:

1. "Order Denying Defendant Christopher Fleming's Motion to Alter or Amend The Findings of Fact and Conclusions of Law and Judgment and Denying Plaintiff Tara Meierkord's Motion to Amend Findings of Fact and Conclusions of Law and Judgment" entered on July 5, 2023, notice of entry of which was served electronically on August 8, 2023 (Exhibit A);
2. "Findings of Fact and Conclusions of Law", entered on March 15, 2023, notice of entry of which was served electronically on March 24, 2023 (Exhibit B);

Docket 87121 Document 2023-26126

Case Number: A-20-820498-C

3. "Order Denying Defendant Christopher Fleming's Motion to Set Date of Valuation and Denying Plaintiff's Countermotion" entered on October 7, 2022; notice of entry of which was served on October 10, 2022 (Exhibit C); and

4. All ruling and interlocutory orders made appealable by any of the foregoing.

Dated August 9, 2023

SUGDEN LAW

By: /s/ Amy L. Sugden
AMY L. SUGDEN, ESQ.
Nevada Bar No. 9983
375 E. Warm Springs, Ste. 104
Las Vegas, NV 89119
Telephone: (702) 625-3605

Attorney for Defendant Christopher Fleming

CERTIFICATE OF SERVICE

I hereby certify that on this day, I caused a true and correct copy of the foregoing **DEFENDANT CHRISTOPHER FLEMING'S NOTICE OF APPEAL** to be served to all registered parties, via the Court's Electronic Filing System.

Dated: August 9, 2023

/s/ *Amy L. Sugden*
Attorney

EXHIBIT “A”

EXHIBIT “A”

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8/8/2023 12:53 PM
Steven D. Grierson
CLERK OF THE COURT

NEO
AMY L. SUGDEN, ESQ.
Amy L. Sugden, Bar No. 9983
9728 Gilespie St.
Las Vegas, Nevada 89183
Telephone: (702) 625-3605

Attorney for Defendant
Christopher Fleming

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

*****

TARA MEIERKORD, an individual, Plaintiff, vs. CHRISTOPHER FLEMING, an individual; and DOE Individuals I-X, inclusive and ROE CORPORATIONS XI through XX, inclusive, Defendants.	Case No.: A-20-820498-C Dept. No.: Department 31

NOTICE OF ENTRY OF ORDER DENYING DEFENDANT CHRISTOPHER FLEMING'S MOTION TO ALTER OR AMEND THE FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT AND DENYING PLAINTIFF TARA MEIERKORD'S MOTION TO AMEND FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT

YOU, and each of you, will please take notice that an Order Denying Defendant Christopher Fleming's Motion to Alter or Amend the Findings of Fact and Conclusions of Law and Judgment and Denying Plaintiff Tara Meierkord's Motion to Amend Findings of Fact and Conclusion of Law and Judgment in the above-entitled matter was filed and entered by the Clerk of the above-entitled Court

Case Number: A-20-820498-C

the 5th day of July, 2023, a copy of which is attached hereto.

Dated August 8, 2023

SUGDEN LAW

By: /s/ Amy L. Sugden
AMY L. SUGDEN, ESQ.
Nevada Bar No. 9983
9728 Gilespie St.
Las Vegas, Nevada 89183
Telephone: (702) 625-3605

Attorney for Defendant Christopher Fleming

CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b)(2)(D) and E.D.C.R. 8.05, I hereby certify that on this day, I caused a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER DENYING DEFENDANT CHRISTOPHER FLEMING'S MOTION TO ALTER OR AMEND THE FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT AND DENYING PLAINTIFF TARA MEIERKORD'S MOTION TO AMEND FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT** to be served to all registered parties, via the Court's Electronic Filing System.

Dated: August 8, 2023

/s/ *Amy L. Sugden*
Attorney

ELECTRONICALLY SERVED
7/5/2023 1:30 PM

Electronically Filed
07/05/2023 1:28 PM
CLERK OF THE COURT

ORDR
AMY L. SUGDEN, ESQ.
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Telephone: (702) 307-1500

Attorney for Defendant
Christopher Fleming

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

*****

TARA MEIERKORD, an individual, Plaintiff, vs. CHRISTOPHER FLEMING, an individual; and DOE Individuals I-X, inclusive and ROE CORPORATIONS XI through XX, inclusive, Defendants.	Case No.: A-20-820489-C Dept. No.: Department 31

ORDER DENYING DEFENDANT CHRISTOPHER FLEMING'S MOTION TO ALTER OR AMEND THE FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT AND DENYING PLAINTIFF TARA MEIERKORD'S MOTION TO AMEND FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT

This matter having come for hearing on the 1st day of June, 2023 at 10:00 a.m., the Honorable Joanna Kishner presiding, Charles Geisendorf, Esq. appearing on behalf of Plaintiff Tara Meierkord ("Plaintiff" or "Meierkord") and Amy L. Sugden, Esq. appearing on behalf of Defendant Christopher Fleming ("Defendant" or "Fleming"). Defendant having filed a Motion to Alter or Amend the Findings of Fact and Conclusions of Law and Judgment ("Fleming's Motion to Amend"). Plaintiff having filed an Opposition to the same and a separate Motion to Amend Findings of Fact and Conclusions of Law and Judgment ("Meierkord's Motion to Amend"), Defendant having filed a Reply

Case Number: A-20-820498-C

in Support of Fleming's Motion to Amend and Opposition to Meierkord's Motion to Amend, and the issues being fully argued by counsel and the Court being fully advised and good cause appearing therefore finds as follows:,

(1) Fleming's Motion to Amend is made pursuant to NRCP 59(e) wherein Fleming argued that the Court already recognized in its March 15, 2023, Findings of Fact and Conclusions of Law and Judgment ("FFCL") that Fleming is entitled to deduct $71,988.53 from the amount of net proceeds of any buy out or sale of the Property at issue based on the evidence that Fleming remitted the entire down payment for the Property and that one half of that down payment equals $71,988.53 for which Meierkord's interest shall be offset. *See* FFCL [at 2: 17-22]. Fleming argued this directive was in line with the Court's finding that "under both the applicable case law and equity, Fleming's contributions to the Property should be accounted for in the present action." *Id*. [at 12:23-26] citing to *Sack v. Tomlin*, 110 Nev. 204, 206-07 (Nev. 1994). Fleming, therefore, argued the Court should provide an offset for the mortgage payments solely made by Fleming.

(2) Fleming asserted it is undisputed that Meierkord moved out of the property in January 2017, and she herself testified that she did not make any of the monthly mortgage payments. As such, Fleming argued that pursuant to *Sack* and the equitable principles of a partition action, the Court should also award an offset in favor of Fleming for the time frame of January 2017 - to the time in which the Property is sold or Fleming buys out Meierkord's interest as directed by this Court.

(3) Meierkord's Motion to Amend is also made pursuant to NRCP 59(e) and NRCP 52(b) and requests the Court order that Fleming be required to remove Meierkord from the title and mortgage in the event of a buyout of the Property.

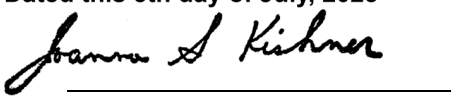
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(4) The Court denies both Fleming's Motion to Amend and Meierkord's Motion to Amend due to the speculative and advisory nature of the requests contained therein.

IT IS SO ORDERED.

Dated this 5th day of July, 2023



EF4 7D5 C63B 4448
Joanna S. Kishner
District Court Judge

Dated this 1st day of July 2023.

By: /s/ *Charles L. Geisendorf*
Charles L. Geisendorf, Esq.
Nevada Bar No. 6985
Charles L. Geisendorf, Ltd.
7935 W. Sahara Avenue, Suite 102
Las Vegas, NV 89117
Attorney for Tara Meierkord

Dated this 1st day of July 2023.

By: /s/ *Amy L. Sugden*
Amy L. Sugden, Esq.
Nevada Bar No. 9983
Sugden Law
9728 Gilespie St.
Las Vegas, NV 89183
Attorney for Christopher Fleming

Subject: RE: June 1 Order
Date: Sunday, July 2, 2023 at 5:55:55 PM Central Daylight Time
From: Charles Geisendorf
To: Amy Sugden

Hi Amy,

I approve. You may submit the order with my e-signature.

Yours,

Charles L. Geisendorf, Esq.
7900 W. Sahara Ave., Ste. 100
Las Vegas, Nevada 89117
Tel: 702-873-5868
Email: charles@clgltd.com

CONFIDENTIALITY NOTICE. This communication contains information which (a) may be legally privileged, confidential, or otherwise protected by law from disclosure, and (b) is intended only for the use of the addressee/s named. If you are not the addressee, or the person responsible for delivering this to the addressee/s, you are hereby notified that reading, copying, or distributing this communication is prohibited. If you have received this communication in error, please notify the sender immediately by calling (702) 873-5868.

From: Amy Sugden <amy@sugdenlaw.com>
Sent: Saturday, July 1, 2023 8:35 AM
To: Charles Geisendorf <charles@clgltd.com>
Subject: Re: June 1 Order

Thanks Charles.

I read the transcript this and put together the attached that addresses both motions to amend. Let me know what you think and if want to expand upon.

Amy

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Tara Meierkord, Plaintiff(s) vs. Christopher Fleming, Defendant(s)	CASE NO: A-20-820498-C DEPT. NO. Department 31

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order Denying 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: 7/5/2023

Charles Geisendorf	charles@clgltd.com
Amy Sugden	amy@sugdenlaw.com

EXHIBIT “B”

EXHIBIT “B”

Electronically Filed
3/24/2023 9:37 AM
Steven D. Grierson
CLERK OF THE COURT

NEFF

CHARLES L. GEISENDORF, LTD.
Charles L. Geisendorf, Esq. (6985)
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Las Vegas, Nevada 89117
Tel: (702) 873-5868
Email: charles@clgltd.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

TARA MEIERKORD, an individual,

Plaintiff,

vs.

CHRISTOPHER FLEMING, an individual, and DOE individuals I through X, inclusive; and ROE corporations XI through XX, inclusive,

Defendants.

Case No.: A-20-820498-C
Dept. No.: 31

Notice of Entry of Findings of Fact and Conclusions of Law and Judgment

TO: ALL INTERESTED PARTIES AND THEIR COUNSEL OF RECORD

PLEASE TAKE NOTICE that the attached Findings of Fact and Conclusions of Law and Judgment was duly entered in the above-referenced case on March 15, 2023.

Dated: March 24, 2023

CHARLES L. GEISENDORF, LTD.

/s/ Charles L. Geisendorf
Charles L. Geisendorf, Esq. (6985)

CHARLES L. GEISENDORF, LTD.
7900 W. Sahara Avenue, Suite 100 – Las Vegas, Nevada 89117
Phone: 702.873.5868

Case Number: A-20-820498-C

CERTIFICATE OF SERVICE

I hereby certify that on March 24, 2023, I served the following document(s):

A copy of the preceding **Notice of Entry of Findings of Fact and Conclusions of Law and Judgment.**

- By Electronic Transmission: by transmitting the document to the parties registered to receive service for this case via this Court's mandatory e-service system.

/s/ Charles L. Geisendorf
An employee of Charles L. Geisendorf, Ltd.

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CLERK OF THE COURT

FFCL

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

TARA MEIERKORD, an individual, Plaintiff, vs. CHRISTOPHER FLEMING, an individual; and DOE Individuals I-X, inclusive and ROE CORPORATIONS XI through XX, inclusive, Defendants.	Case No.: A-20-820498-C Dept. No.: Department 31

FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT

On October 7, 2022, Plaintiff Tara Meierkord ("Plaintiff" or "Meierkord"), by and through her counsel, Charles Geisendorf, Esq., and Defendant Christopher Fleming ("Defendant" or "Fleming"), by and through his counsel, Amy L. Sugden, Esq. appeared for trial, and occurring day to day thereafter.

After this Court considered the evidence and testimony, the relevant legal authorities, and the oral arguments of counsel, and good cause appearing, this Court makes the following findings of fact and conclusions of law and judgment as to the following causes of action: Partition of Subject Property and Declaratory Relief.

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

I. FINDINGS OF FACT

1. Meierkord and Fleming acquired title to a single-family residence located at 37 Carolina Cherry Drive, Las Vegas, NV 89141, and recognized as Clark County Assessor's Parcel Number 191-07-510-050 ("Subject Property" or "Property") as joint tenants, by Grant, Bargain, Sale Deed, dated January 21, 2014, and recorded in the Official Records of the Clark County Recorder's Office as Instrument No. 20140120000904. Ex. 10

2. The purchase price of the Subject Property was Seven Hundred Sixty-Two Thousand, Five Hundred Twenty-Seven Thousand Dollars ($762,527.000). Ex.6

3. As part of the purchase of the Subject Property, Meierkord and Fleming executed a Note and Deed of Trust, promising to pay Six Hundred Forty-Eight Thousand One Hundred Forty-Seven Dollars ($648,147.00) plus interest at a year rate of 4.875%. Ex.4

4. Fleming paid, by liquidating his individual employee stock, the entirety of the down payment and associated closing costs for the Subject Property as part of the January 21, 2014, close of escrow in the amount of Ninety-Three Thousand Nine Hundred Seventy-Seventy Dollars and Seven Cents ($93,977.07). Ex. 6, Testimony of Fleming.

5. Additionally, as part of the January 21, 2014, close of escrow, Fleming paid, via a loan from his 401k, the Twenty-Five Thousand Dollars ($25,000.00) in operating costs required and Twenty-Five Thousand Dollar ($25,000.00) required deposit. Thus, the total that Fleming contributed to the

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

initial purchase of the Property was One-Hundred Forty-Three Thousand, Nine Hundred Seventy-Seven Dollars and Seven Cents ($143,977.07). Ex. 6, Testimony of Fleming. There is no evidence that Meierkord contributed any monies to the complete close of escrow.

6. Meierkord and Fleming, as a non-married couple, moved into the Subject Property on or about the end of January 2014.

7. Based on the evidence provided via testimony and exhibits, the parties agreed that they would share the financial aspects of the house. The parties also agreed to share all the expenses of the household approximately equally the entire time they were together. There was no written, income-pooling, agreement between the parties; but, both parties set forth that each party had contributed to the house either directly or indirectly.

8. Meierkord and Fleming continued to live together in the Subject Property with their four children until January 2017, when their personal relationship terminated with Meierkord moving out of the Property in January 2017.

9. Meierkord left most of the furniture in the Property where Fleming remained on Carolina Cherry. Meierkord also testified that she had to cash out a significant portion of 401K to pay for the move and to purchase furnishings for a new home. Meierkord testimony.

10. After moving out, for a disputed time period, the parties continued splitting the family expenses of the Property, utilities, insurance, car payments, childcare, food, clothing, and travel. The amount of the cost sharing was also

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

disputed between the parties.

11. As part of her payment for family expenses, Meierkord testified that she paid over $5,000.00 in monthly dues for Fleming's social club membership and gave him the rental income from her Desert Wind Drive rental property, while she paid the rental property's mortgage, taxes, HOA dues, maintenance, and homeowner's insurance.

12. Since their separation, Fleming had made late mortgage payments from August 2017 through November 2017.

13. Fleming has also failed to pay the Property's HOA assessments causing the Property to be set for a foreclosure sale at some point.

14. In addition, Fleming failed to pay the homeowner's insurance on the Property causing the mortgage company to step-in in May 2021 and insure the Property with a force-placed hazard insurance policy.

15. When Meierkord moved out of the Property in January 2017, the parties agreed that Fleming would stay in the Property and be responsible for the upcoming monthly payments set forth above.

16. At different time periods since 2017, Meierkord had requested Fleming to refinance the Property or sell the Property and split the proceeds, but as of the time of trial no refinance or sale has taken place.

17. The balance on the mortgage, as of the date of trial, for the Subject Property is approximately $550,000.00.

18. Meierkord initiated this action on September 1, 2020, seeking a partition by sale of the Subject Property since she contended the Property is a

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

single-family residence and cannot be physically divided, and a declaratory relief order to determine the parties' respective shares in the Subject Property.

19. Fleming opposed the partition of the Subject Property. While the facts were disputed, Fleming asserted that he is the only one who has contributed financially to the original ownership of the Property and for the time period since Meierkord moved out in 2017. As a result of his contentions, Fleming asserted that equity does not require a forced sale of the home in which he continues to reside with the four children he shares with Meierkord.

II. CONCLUSIONS OF LAW

1. This case concerns claims for partition of real property pursuant to NRS Chapter 39 and declaratory relief. NRS 39.010 provides that any person holding title to real property as joint tenant may bring an action for partition of said real property according to the rights of the persons holding title thereto. This Court is tasked with ascertaining and determining the shares or interest held by the cotenants. NRS 39.010 & 39.080. If "partition cannot be made without great prejudice to the owners or if the owners consent to a sale," the Court may order a sale of the real property and a division of the proceeds in accordance with the parties' respective interests. NRS 39.010 & 39.120.

2. Though Nevada has a statutory partition process (NRS 39.010-490) a partition action is an equitable one in which the courts will apply the broad principles of equity. *Kent v. Kent*, 108 Nev. 398, 398 (1992). A fundamental goal of the Court in partitioning real property is to divide the property so as to be fair and equitable and to confer no unfair advantage on any co-tenant. *Id*.

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

3. A sale of the Property, if ordered by the Court, is conducted pursuant to specific provisions of NRS Chapter 39, including without limitation NRS 39.250 to 39.280, inclusive, NRS 39.340 to 39.350, inclusive, and other relevant provisions.

4. In a partition action, the Court does not consider the convenience (or inconvenience) to the parties when determining whether a party may partition. *Wolford v. Wolford*, 65 Nev. 710, 715–16, 200 P.2d 988, 991 (1948).

5. The Court must weigh the prejudice to the parties and strive "to do the least possible injury to" the owners. *Kent v. Kent*, 108 Nev. 398, 402, 835 P.2d 8, 10 (1992) (quoting *Dall v. The Confidence Silver Mining Co*., 3 Nev. 531, 535 (1868). [T]he fundamental goal of partition is to divide the property so as to be fair and equitable and confer no unfair advantage on any of the cotenants." *Kent*, 108 Nev. at 402, 835 P.2d at 10.

6. Either the Court or a Court-appointed Master may partition property. NRS 39.120.

7. The Court or Master can partition in kind or by sale. "Partition in kind" is the division of property into "physically distinct and separately titled parcels." NRS 39.640. Partition by sale results in a Court-ordered sale of the property. NRS 39.635.

8. If the Court cannot partition the property without causing great prejudice, it may order partition by sale. NRS 39.210, NRS 39.010; NRS 39.120; *see also Wolford v. Wolford*, 65 Nev. 710, 716–17, 200 P.2d 988, 991 (1948)(affirming a district court's decision to order a sale of property in a partition

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

action because the property consisted of a single lot in a city with a house on the lot that could not be physically divided). The Court can order partition by sale, by public auction, or private sale to the highest bidder. NRS 39.270(1) (2019). In the order directing the sale, the Court must set the terms of the sale. NRS 39.280.

9. Meierkord contends that partition of the Property is not warranted in this case because the property is a single-family residence and cannot be physically divided. Therefore, Meierkord requests that this Court enter an order to sell the Property. Meierkord further contended that the net proceeds of the property should be divided equally as Fleming donated any funds he used. In contrast, Fleming asserted that he was financially responsible for the property and that Meierkord should not receive any portion of the property. Fleming also contended that there should not be any partition or sale of the property. In the present case, the Court finds that there is both an option for Fleming to purchase Meierkord.

10. As set forth herein, the Court finds that Meierkord has not shown that Fleming showed a donative intent for all the sums he paid at the time of purchase, i.e. the One-Hundred Forty-Three Thousand, Nine Hundred Seventy-Seven Dollars and Seven Cents ($143,977.07). Instead, the evidence demonstrated that based on an agreement between the parties, they were to share the costs and expenses rather than he paying all of the expenses related to the purchase of the house. As such, Meierkord has shown that she is entitled to a share of the Property's value either established through appraisal and buy

out or via partition by sale. Meierkord's compensation for her ownership portion of the Property, however, is reduced by the amount that Meierkord should have paid for her portion of the deposit, down payment, etc. which would have been half of those sums owed - i.e $71,988.53. Similarly, as set forth further herein, Fleming failed to establish that he should receive the property entirely rather than the parties owning the Property equally, via a joint tenancy, but subject to his receiving a reimbursement for what would be viewed as Meierkord's half of what he paid at the time of purchase for the down payment, deposit, etc, - i.e $71,988.53, pursuant to the parties agreement to share costs and expenses. As set forth herein, the partition can be accomplished by Fleming either buying out Meierkord's interest, based on a neutral appraisal and taking into account the reimbursement he is owed; or by the property being sold and if there are sufficient net proceeds, Fleming receiving his reimbursement from those net proceeds and then the remaining net proceeds (if any) being split equally.

11. In Nevada, two unmarried co-habitants owning real property can hold property in one of two ways: joint tenancy or as tenants-in-common. Here, the parties hold title to the Property as joint tenants, which may be created by a deed and in accordance with the provisions of NRS 111.065. By executing the January 21, 2014, Grant, Bargain, Sale Deed, the parties created a valid joint tenancy.

12. Nevada Courts have recognized the principle of joint tenants presumably holding equal shares. *See Gorden* v. *Gorden,* 93 Nev. 494, 569 P.2d 397 (1977). Further, in Nevada, placing of property by one party into joint

tenancy with another party may be viewed to be a gift of one-half the value of the property. *See e.g. Gorden* v. *Gorden,* 93 Nev. 494, 497, 569 P.2d 397 (1977).

13. Fleming relies on *Sack v. Tomlin*, 110 Nev. 204, 213 (Nev. 1994). He contends that *Sack* sets forth that there is a presumption that where co-tenants unequally share in the purchase price of property, "the cotenants intended to share in proportion to the amount contributed to the purchase price." *Sack v. Tomlin,* 110 Nev. at 210, 871 P.2d at 303. He further contends that *Sack* provides that: "However, unequal contributions toward acquisition of property by cotenants who are not related and show no donative intent can rebut the presumption of equal shares. *Id*.

14. In contrast, Meierkord contends that the controlling case in this matter is *Howard v. Hughes*, 427 P.3d 1045 (Nev. 2018). In this proceeding, the Court was asked to clarify the property interest presumptions outlined in *Sack v. Tomlin,* 110 Nev. 204, 871 P.2d 298 (1994), and *Langevin v. York,* 111 Nev. 1481, 907 P.2d 981 (1995). Under *Sack,* co-tenants are presumed to equally share property "unless circumstances indicate otherwise." *Sack,* 110 Nev. at 213, 871 P.2d at 304. Additionally, the presumption of equal shares may be rebutted through unequal contributions to property by unrelated co-tenants who lack donative intent. *Id.* If successfully rebutted, fractional shares are based on the amount contributed by each party. *Id. Langevin* purportedly applied the *Sack* presumptions to joint tenants, but it divided property in proportion to the amount contributed by each party without clearly rebutting the presumption of equal ownership. *Langevin,* 111 Nev. at 1485-86, 907 P.2d at 984.

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

15. The *Hughes* Court clarified that the presumptions from *Sack* concerning tenants-in-common apply to joint tenants. As such, prior to dividing fractional shares held by co-tenants, the initial presumption of equal ownership must be successfully rebutted. The Court held that because *Hughes* rebutted the secondary presumption by presenting substantial evidence of *Howard's* donative intent, Howard and Hughes were joint tenants with equal ownership interests in the property.

16. The Court, in *Hughes*, reasoned that *Hughes* presented overwhelming evidence of *Howard's* donative intent, thereby demonstrating that the parties intended to share the property equally. First, because Howard and Hughes own the property as joint tenants, the District Court began with the presumption that they share the property equally. The District Court then found that *Howard* rebutted the initial presumption of equal ownership when she paid the entire purchase price of the property. Having rebutted the first presumption, *Howard* was presumed to be the full owner, and the burden shifted to *Hughes* to prove either that he and *Howard* are related, or that *Howard* possessed sufficient donative intent. In that vein, the District Court went on to conclude that *Hughes* provided "clear and convincing evidence of Ms. Howard's donative intent at the time of the transfer—thereby rebutting the secondary presumption." Specifically, the District Court found that *Howard* intended to gift *Hughes* an equal share as a joint tenant when she executed the quitclaim deed.

17. "Determining a donor's donative intent and beliefs is a question for the fact-finder...." *In re Irrevocable Tr. Agreement of 1979,* 130 Nev. 597, 608,

331 P.3d 881, 888 (2014). "In Nevada, a valid ... donative transfer requires a donor's intent to voluntarily make a present transfer of property to a donee without consideration, the donor's actual or constructive delivery of the gift to the donee, and the donee's acceptance of the gift." *Id.* at 603, 331 P.3d at 885. Further, "[w]here an individual obtains possession of property pursuant to a written agreement establishing a joint tenancy, the law generally presumes that such agreement is conclusive, and a donative intent is presumed on the part of the predeceasing tenant." 48A C.J.S. *Joint Tenancy* § 10 n.8 (2014).

18. When one party transfers real property to himself and another, as joint tenants without consideration, there is a presumption that said transfer is a gift of one-half the value of the property. *Gorden,* 93 Nev. at 497.

19. Here, as noted above, Fleming executed a Grant, Bargain, Sale Deed placing title to the Property to himself and Meierkord as joint tenants. The ordinary consequence of that voluntary action is that he and Meierkord hold title to the Property as joint tenants. The presumption of joint tenancy is that they own the property in equal shares. The deed at issue here was duly recorded. Thus, the next step in the Court's inquiry is to determine if Fleming has shown that he did not intend a transfer of one-half the value of the Property, i.e. was there a donative intent.

20. In response, Meierkord demonstrated that the joint tenancy was not terminated when Meierkord moved out of the Property in January 2017.

21. In the present case, there was conflicting evidence of Fleming's intent. There was no written instrument other than the deed which addressed the

joint tenancy. While the trust executed on behalf of the parties included the property, it also had a provision regarding separate property so that exhibit does not demonstrate Fleming's intent. In addition, Fleming testified that he did not understand the implication of titling the property in joint tenancy. It was further undisputed that he used his sole and separate property to pay for the down payment and some other costs. Significantly, both parties set forth that there was an agreement to share their costs and expenses, including the costs and expenses related to the Property. It is this agreement between the parties that takes this case out of a general joint tenancy presumption and, instead, demonstrates that the Court's ruling should be consistent with terms of the parties own agreement to "share costs and expenses" including those related to the Property.

22. Based on the totality of the evidence, it is clear that Fleming has contributed significantly more than Meierkord to the ownership of the Property. Fleming provided the entirety of the closing costs, in the amount of $93,977.07, from liquidating his employee stock; and, also provided the requisite $50,000.00 needed in operating expenses and deposit for a total amount of One-Hundred Forty-Three Thousand, Nine Hundred Seventy-Seven Dollars and Seven Cents ($143,977.07). The parties closed on the Property on January 21, 2014.

23. Thus, under both the applicable case law and equity, Fleming's contributions to the Property should be accounted for in the present action. See e.g. *Sack v. Tomlin*, 110 Nev. 204, 206-07 (Nev. 1994) (holding the district court erred when it ignored appellant's request for contribution stating: "In addition,

appellant is entitled to contribution for one-half of the last five mortgage payments that she made alone."). The inquiry does not end there, however, as the Court must also take into account the agreement of the parties to "share" in the Property as well as all the costs and monies owed therewith. While the parties dispute how much each contributed outside of the closing statement funds provided by Fleming, both parties conceded that their arrangement was to "share" the house and its attendant costs.

24. From the evidence, it is also clear that Meierkord sought to be released from her mortgage obligations and the fact that she remains on the title and loan is due to Fleming. Thus, although Fleming sets forth the date of valuation should be 2017, when Meierkord moved out, the Court finds that the date of valuation should be 2023 as that more accurately reflects the ongoing obligations of the parties to the property and given the Court's broad equitable and statutory powers under NRS Chapter 39. Therefore, the correct date for valuing the Property is the date of sale.

25. According to *Langevin v. York,* 111 Nev. 1481, 1484, 907 P.2d 981 (1995), where co-tenants contributed unequally to the purchase price of real property: The proper approach would be to first determine the respective ownership interest of the parties whether equal or otherwise. Upon sale of the property, there should be a determination of the share of each in the net proceeds according to those interests. Then, any claims that one party may have against the other should be deducted from the share of the party to be charged, and that of the other party should be increased accordingly. Consistent

with the caselaw and the evidence presented, the Court finds that Fleming established that he contributed One-Hundred Forty-Three Thousand, Nine Hundred Seventy-Seven Dollars and Seven Cents ($143,977.07) to the purchase price of the house. The evidence further shows that based on the parties agreement, he was to share the costs relating to the purchase of the house. As the only evidence presented was that the "sharing agreement" was intended to mean that each party "equally shared" the costs and benefits of the house as it was not only for their benefit but for that of their children. Accordingly, the Court finds that in accordance with the applicable case law including *Langevin*, Fleming would be entitled to receive half of the $143,977.07 - i.e. $71,988.53 from any net proceeds, then the parties would split the remaining net proceeds equally (50-50).

26. The reasoning for Fleming receiving half of what he paid for the down payment and other purchase-related expenses from the net proceeds prior to the remaining proceeds being split equally, is that the parties were to "share" the costs and expenses equally. In accordance with that agreement between the parties, and which is consistent with the concept of joint tenancy, each party should have contributed half of the home purchasing deposits, down payment, and related expenses. There was no evidence that Meierkord paid for her half of those costs; and thus, Fleming is entitled to recover, from the net proceeds of the sale, a reimbursement for the funds that he advanced in excess of their agreement to "share" the costs and expenses. As neither party met their burden that the sharing agreement was anything other than a fifty-fifty arrangement, the

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

Court is enforcing the parties' intention. To the extent that Meierkord contends that Fleming showed donative intent to pay all the home purchasing down payment, deposit, etc., she has failed to meet her burden. The mere placement of the house in joint tenancy, given the agreement of the parties to share expenses both when they were living together and afterward, combined with the fact that the house remained in joint tenancy despite Fleming taking on the responsibility to pay the mortgage HOA and other bills, further evidences that there was no donative intent. Instead, while it is accurate that Fleming did not always meet his obligation to pay the HOA, insurance, and mortgage, Meierkord did not establish how those failures entitled her to a larger percentage of the proceeds than she otherwise would receive. At the same time, the Court has to take into account that Fleming lived in the house while Meierkord had to find an alternative living arrangement.

27. Other than the documentary evidence establishing that Fleming paid the down payment, deposit, etc., from his own funds, neither party demonstrated what other payments they made during the eleven years they were together, or after Meierkord moved out in 2017, in any sum certain for the Court to take into account. Accordingly, both pursuant to the applicable statutes and case law (and the same result would occur independently in equity), Fleming should receive reimbursement for paying Meierkord's half of the purchase related amounts - i.e. $71,988.53 and then the parties should split equally any remaining net proceeds. As also set forth herein, this can be accomplished via a buyout of Meierkord's interest or via a partition by sale.

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

ORDER

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, and DECREED that Plaintiff's Partition action is GRANTED in PART.

IT IS FURTHER HEREBY ORDERED, ADJUDGED, and DECREED that the parties shall immediately have the property appraised by a mutually agreeable appraiser who regularly conducts business in Clark County, Nevada, with each party paying half of the appraisal fee. If the parties cannot agree upon an appraiser, then they each shall hire, at his/her own cost, a licensed appraiser to appraise the Property. The parties can then either agree to average the two appraisals; or, if they cannot agree, then the parties shall file an application for setting to put this matter on calendar for the Court to designate the appraisal price based on each party providing the Court with the full appraisal performed by his/her respective licensed appraiser and the curriculum vitae of each appraiser.

IT IS FURTHER HEREBY ORDERED, ADJUDGED, and DECREED that within thirty (30) calendar days after the agreed-upon or Court-ordered appraisal has been provided to Fleming's counsel, Fleming shall either: a) buy out Meierkord's share in the property, minus the amount of $71,988.53, which represents his overpayment of the down payment, deposit, and other purchase-related expenses paid by Fleming; or b) provide written notice to Meierkord, via her counsel, that Fleming declines to exercise his option to buy out Meierkord and choses to have the property sold.

IT IS FURTHER HEREBY ORDERED, ADJUDGED, and DECREED that if Fleming declines to exercise the option to buy out Meierkord, within 30 calendar days of such notification (unless the parties jointly agree upon a

different time frame) the parties shall list the property for sale with a mutually-agreeable Realtor who regularly conducts business in Clark County, Nevada. If the parties cannot agree upon a Realtor, then they shall file a Joint Motion wherein each party lists two Realtors, and the terms and conditions of such representation by such Realtor, including the percentage fee charged and their curriculum vitaes, and the Court will designate a Realtor.

IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED that if Fleming chooses not to buy out Meierkord as set forth herein, then upon the sale of the property, after all sums owed to third parties for mortgage, HOA utilities, Realtor commission, etc. are paid, then Fleming may deduct from the net proceeds the amount of $71,988.53, and then the parties are to share equally any remaining net proceeds. If the sale results in there being less than $71,988.53, then Fleming is entitled to receive the amount of net proceeds available and has no further claim against Meierkord as the risk of a lower sales price should be borne equally between the parties based on the joint tenancy.

All remaining claims for relief raised by the parties are denied.

Dated this 15th day of March, 2023.

Dated this 15th day of March, 2023

Joanna S Kishner

068 B55 24C6 C8EE
Joanna S. Kishner
District Court Judge

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Tara Meierkord, Plaintiff(s) vs. Christopher Fleming, Defendant(s)	CASE NO: A-20-820498-C DEPT. NO. Department 31

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: 3/15/2023

Charles Geisendorf	charles@clgltd.com
Amy Sugden	amy@sugdenlaw.com

EXHIBIT “C”

EXHIBIT “C”

Electronically Filed
10/10/2022 6:42 PM
Steven D. Grierson
CLERK OF THE COURT

NOE
AMY L. SUGDEN, ESQ.
Amy L. Sugden, Bar No. 9983
9728 Gilespie St.
Las Vegas, Nevada 89183
Telephone: (702) 625-3605
Facsimile: (702) 507-9011

Attorney for Defendant
Christopher Fleming

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

*****

TARA MEIERKORD, an individual, Plaintiff, vs. CHRISTOPHER FLEMING, an individual; and DOE Individuals I-X, inclusive and ROE CORPORATIONS XI through XX, inclusive, Defendants.	Case No.: A-20-820498-C Dept. No.: Department 31

NOTICE OF ENTRY OF ORDER DENYING DEFENDANT CHRISTOPHER FLEMING'S MOTION TO SET DATE OF VALUATION AND DENYING PLAINTIFF'S COUNTERMOTION
AND
STIPULATION TO WITHDRAW JURY DEMAND AND PROCEED WITH BENCH TRIAL

YOU, and each of you, will please take notice that an Order Denying Defendant Christopher Fleming's Motion to Set Date of Valuation and Denying Plaintiff's Countermotion and Stipulation to Withdraw Jury Demand and Proceed with Bench Trial in the above-entitled matter was filed and entered by the Clerk of the above-entitled Court the 7th day of October, 2022, a copy of which is attached hereto.

Case Number: A-20-820498-C

Dated October 10, 2022

SUGDEN LAW

By: /s/ Amy L. Sugden

AMY L. SUGDEN, ESQ.
Nevada Bar No. 9983
9728 Gilespie St.
Las Vegas, Nevada 89183
Telephone: (702) 307-1500
Facsimile: (702) 507-9011

Attorney for Defendant Christopher Fleming

CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b)(2)(D) and E.D.C.R. 8.05, I hereby certify that on this day, I caused a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER DENYING DEFENDANT CHRISTOPHER FLEMING'S MOTION TO SET DATE OF VALUATION AND DENYING PLAINTIFF'S COUNTERMOTION AND STIPULATION TO WITHDRAW JURY DEMAND AND PROCEED WITH BENCH TRIAL** to be served to all registered parties, via the Court's Electronic Filing System.

ELECTRONICALLY SERVED
10/7/2022 8:50 AM

Electronically Filed
10/07/2022 8:49 AM
CLERK OF THE COURT

ORDR
AMY L. SUGDEN, ESQ.
Amy L. Sugden, Bar No. 9983
9728 Gilespie St.
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Attorney for Defendant
Christopher Fleming

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

*****

TARA MEIERKORD, an individual, Plaintiff, vs. CHRISTOPHER FLEMING, an individual; and DOE Individuals I-X, inclusive and ROE CORPORATIONS XI through XX, inclusive, Defendants.	Case No.: A-20-~~820489~~820498-C Dept. No.: Department 31

ORDER DENYING DEFENDANT CHRISTOPHER FLEMING'S MOTION TO SET DATE OF VALUATION AND DENYING PLAINTIFF'S COUNTERMOTION
AND
STIPULATION TO WITHDRAW JURY DEMAND AND PROCEED WITH BENCH TRIAL

This matter having come for hearing on the 9th day of June, 2022 at 9:00 a.m., the Honorable Joanna Kishner presiding, Charles Geisendorf, Esq. appearing on behalf of Plaintiff Tara Meierkord ("Plaintiff") and Amy L. Sugden, Esq. appearing on behalf of Defendant Christopher Fleming ("Defendant"). Defendant having filed a Motion to Set Date of Valuation ("Motion"). Plaintiff having filed an Opposition to the same and a countermotion ("Countermotion"), Defendant having filed a Reply in Support of Motion and Opposition to Countermotion, the Court having reviewed the filed briefs, authority submitted, and arguments presented by the parties, hereby DENIES the Motion and

Case Number: A-20-820498-C

the Countermotion, without prejudice, as there are disputed issues of material fact presented in the Motion and Countermotion and the Court will need to hear evidence and weigh the same in order to determine what is the proper date to value the property at issue.

Counsel also stipulated pursuant to Eighth Judicial District Rule 7.50 to withdraw the jury demand and proceed with a bench trial.

IT IS SO ORDERED.

Dated this 7th day of October, 2022

DISTRICT COURT JUDGE

EF8 579 3E79 D278
Joanna S. Kishner
District Court Judge

Dated this 5th day of October 2022.

By: /s/ *Charles L. Geisendorf*
Charles L. Geisendorf, Esq.
Nevada Bar No. 6985
Charles L. Geisendorf, Ltd.
7935 W. Sahara Avenue, Suite 102
Las Vegas, NV 89117
Attorney for Tara Meierkord

Dated this 5th day of October 2022.

By: /s/ *Amy L. Sugden*
Amy L. Sugden, Esq.
Nevada Bar No. 9983
Sugden Law
9728 Gilespie St.
Las Vegas, NV 89183
Attorney for Christopher Fleming

Subject: RE: Eighth Judicial District Court - Proposed Order Returned
Date: Thursday, October 6, 2022 at 7:57:19 AM Pacific Daylight Time
From: Charles Geisendorf
To: Amy Sugden

I approve of the order. You may attach my e-signature.

Charles L. Geisendorf, Esq.
7935 W. Sahara Ave., Ste. 102
Las Vegas, Nevada 89117
Tel: 702-873-5868
Email: charles@clgltd.com

CONFIDENTIALITY NOTICE. This communication contains information which (a) may be legally privileged, confidential, or otherwise protected by law from disclosure, and (b) is intended only for the use of the addressee/s named. If you are not the addressee, or the person responsible for delivering this to the addressee/s, you are hereby notified that reading, copying, or distributing this communication is prohibited. If you have received this communication in error, please notify the sender immediately by calling (702) 873-5868.

From: Amy Sugden <amy@sugdenlaw.com>
Sent: Wednesday, October 5, 2022 2:02 PM
To: Charles Geisendorf <charles@clgltd.com>
Subject: FW: Eighth Judicial District Court - Proposed Order Returned

The Order denying the Motion to Set Date of Value and Countermotion was rejected as noted below. I had reviewed the minutes (attached for your reference) and did not see any specific findings which is why I did not set them forth. However, my recollection from the hearing is that the Judge noted there was disputed issues of fact and that she would need to hear/weigh the evidence and therefore, was premature to rule on when to value the property. Therefore, I updated the attached order to reflect the same.

Please let know what you think and if you approve, confirm I may affix your electronic signature to the same.

Thanks,
Amy

From: NoReply@clarkcountycourts.us <NoReply@clarkcountycourts.us>
Date: Tuesday, October 4, 2022 at 12:50 PM
To: Amy Sugden <amy@sugdenlaw.com>
Subject: Eighth Judicial District Court - Proposed Order Returned

Case No. A-20-820489-C (Meierkord v Fleming)

Your proposed order or document requiring a judge's signature to the court has been returned for the following reason(s): Please ensure that the Order has the reasoning of the Court as required.

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Tara Meierkord, Plaintiff(s) vs. Christopher Fleming, Defendant(s)	CASE NO: A-20-820498-C DEPT. NO. Department 31

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order Denying 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: 10/7/2022

Charles Geisendorf	charles@clgltd.com
Amy Sugden	amy@sugdenlaw.com

Electronically Filed
8/10/2023 6:15 PM
Steven D. Grierson
CLERK OF THE COURT

ASTA
AMY L. SUGDEN, ESQ.
Amy L. Sugden, Bar No. 9983
375 E. Warm Springs, Ste. 104
Las Vegas, NV 89119
Telephone: (702) 625-3605

Attorney for Defendant
Christopher Fleming

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

*****

TARA MEIERKORD, an individual, Plaintiff, vs. CHRISTOPHER FLEMING, an individual; and DOE Individuals I-X, inclusive and ROE CORPORATIONS XI through XX, inclusive, Defendants.	Case No.: A-20-820498-C Dept. No.: Department 31

DEFENDANT CHRISTOPHER FLEMING'S CASE APPEAL STATEMENT

Pursuant to NRAP 3(f), Plaintiff Defendant CHRISTOPHER FLEMING ("Fleming" or "Appellant") by and through his undersigned counsel of record, Amy L. Sugden of SUGDEN LAW, hereby submits this Case Appeal Statement.

1. **Name of appellants filing this case appeal statement:**

   Christopher Fleming

2. **Identify the judge issuing the decision, judgment, or order appealed from:**

   Honorable Joanna S. Kishner

3. **Identify each appellant and the name and address of counsel for each appellant:**

   Appellant: Christopher Fleming

Counsel: Amy L. Sugden, Esq.
375 E. Warm Springs, Ste. 104
Las Vegas, Nevada 89119

4. Identify each respondent and the name and address of appellate counsel, if known, for each respondent (if the name of a respondent's appellate counsel is unknown, indicate as much and provide the name and address of that respondent's trial counsel):

Respondent: Tara Meierkord

Counsel: Charles L. Geisendorf, Esq.
7900 W. Sahara Ave., Ste. 100
Las Vegs, NV 89117

5. Indicate whether any attorney identified above in response to question 3 or 4 is not licensed to practice law in Nevada and, if so, whether the district court granted that attorney permission to appear under SCR 42 (attach a copy of any district court order granting such permission):

All attorneys identified above are licensed to practice law in Nevada.

6. Indicate whether appellant was represented by appointed or retained counsel in the district court:

Appellants were represented by retained counsel.

7. Indicate whether appellant is represented by appointed or retained counsel on appeal:

Retained Counsel.

8. Indicate whether appellant was granted leave to proceed in forma pauperis, and the date of entry of the district court order granting such leave:

No.

9. Indicate the date the proceedings commenced in the district court (e.g., date complaint, indictment, information, or petition was filed):

September 1, 2020

10. Provide a brief description of the nature of the action and result in the district court, including the type of judgment or order being appealed and the relief granted by the district court:

Respondent Tara Meierkord ("Respondent" or "Meierkord") initiated this equitable partition action pursuant to NRS Chapter 39 regarding property located at 37 Carolina Cherry Drive, Las Vegas, NV 89141 ("Subject Property" or "Property"). More specifically, Respondent sought a Court-ordered sale of the Subject Property "since the property is a single-family residence and cannot be physically divided".

Respondent and Appellant originally acquired title to the Property as joint tenants in 2014 and lived there with their four children, until January 2017, when Respondent chose to vacate. More than three and a half years later, when the residential real estate market was booming, Respondent initiated this action. Appellant disputes that a forced sale of the Subject Property is the appropriate relief as this is the home in which Respondent's four children that she shares with Appellant have lived in since January 2014. Moreover, Appellant provided the entirety of the down payment for the Property and also paid all the mortgage payments thereafter, as well as having paid all the homeowners association assessments, taxes and insurances. Therefore, the applicable case law provides that when joint tenants unequally share in the purchase price of a property, they intended to share in proportion to the amount contributed. *Sack v. Tomlin*, 110 Nev. 204, 206-07 (Nev. 1994)*; Langevin v. York*, 111 Nev. 1481, 1485, 907 P.2d 981 (1996); *Howard v. Hughes,* 427 P.3d 1045 (Nev. 2018). The district court applied some of this law, in that the down payment amount was apportioned as a credit to Appellant, but the district court did not similarly provide any credit for all the mortgage payments made thereafter by Appellant, including notably after Respondent moved out of the Property in 2017.

For over the past six years, it is undisputed that Appellant alone has been providing all the payments for the Property, including taxes, insurance and homeowners association assessments, and yet under the district court's order, Respondent obtains the benefit of 50% of those contributions. This is in direct violation of the Nevada Supreme Court's pronouncement regarding ongoing payments. *Sack v. Tomlin*, 110 Nev. 204, 213, (Nev. 1994)(stating "In addition, appellant is entitled to contribution for one-half of the last five mortgage payments that she made alone."). Appellant therefore, appeals the district courts Findings of Fact, Conclusions of Law and Judgment that require him to either buy out Respondents share of purported equity in the Property or sell the Property to do so. Appellant further challenges the district court's ruling that the valuation of the Property should be done in 2023 as opposed to 2017 when Respondent chose to vacate.

11. Indicate whether the case has previously been the subject of an appeal to or original writ proceeding in the Supreme Court and, if so, the caption and Supreme Court docket number of the prior proceeding:

No.

12. Indicate whether this appeal involves child custody or visitation:

No.

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13. If this is a civil case, indicate whether this appeal involves the possibility of settlement:

Yes.

Dated August 10, 2023

SUGDEN LAW

By: /s/ Amy L. Sugden
AMY L. SUGDEN, ESQ.
Nevada Bar No. 9983
375 E. Warm Springs, Ste. 104
Las Vegas, NV 89119
Telephone: (702) 625-3605

Attorney for Defendant Christopher Fleming

CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b)(2)(E), I hereby certify that on this day, I caused a true and correct copy of the foregoing **DEFENDANT CHRISTOPHER FLEMING'S CASE APPEAL STATEMENT** to be served to all registered parties, via the Court's Electronic Filing System.

Dated: August 10, 2023

/s/ *Amy L. Sugden*
Attorney

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-20-820498-C

Tara Meierkord, Plaintiff(s)	§	Location:	**Department 31**
vs.	§	Judicial Officer:	**Kishner, Joanna S.**
Christopher Fleming, Defendant(s)	§	Filed on:	**09/01/2020**
	§	Cross-Reference Case Number:	**A820498**

CASE INFORMATION

Statistical Closures
03/15/2023 Judgment Reached (bench trial)

Case Type: **Other Real Property**

Case Status: **03/15/2023 Closed**

DATE — CASE ASSIGNMENT

Current Case Assignment

Case Number	A-20-820498-C
Court	Department 31
Date Assigned	09/01/2020
Judicial Officer	Kishner, Joanna S.

PARTY INFORMATION

		Lead Attorneys
Plaintiff	**Meierkord, Tara**	**Geisendorf, Charles L.** *Retained* 7028735868(W)
Defendant	**Fleming, Christopher**	**Sugden, Amy L.** *Retained* 702-307-1500(W)
	Universal American Mortgage Company LLC Removed: 10/07/2022 Dismissed	

DATE — EVENTS & ORDERS OF THE COURT — INDEX

EVENTS

09/01/2020 Initial Appearance Fee Disclosure
Filed By: Plaintiff Meierkord, Tara
[1] Initial Appearance Fee Disclosure

09/01/2020 Complaint
Filed By: Plaintiff Meierkord, Tara
[2] Complaint for Partition

09/01/2020 Notice of Lis Pendens
Filed by: Plaintiff Meierkord, Tara
[3] Notice of Lis Pendens

09/01/2020 Summons Electronically Issued - Service Pending
Party: Plaintiff Meierkord, Tara
[4] Summons - Civil

09/10/2020 Affidavit of Service
Filed By: Plaintiff Meierkord, Tara

[5] Affidavit of Service - Christopher Fleming

09/28/2020 Notice of Intent to Take Default
Party: Plaintiff Meierkord, Tara
[6] Notice of Intent to Take Default - Christopher Fleming

09/29/2020 Motion to Dismiss
Filed By: Defendant Fleming, Christopher
[7] Defendant Christopher Fleming's Motion to Dismiss Plaintiff's Complaint or in the Alternative, Join Universal American Mortgage Company LLC as a Party

09/29/2020 Initial Appearance Fee Disclosure
Filed By: Defendant Fleming, Christopher
[8] Initial Appearance Fee Disclosure (NRS Chapter 19)

10/01/2020 Clerk's Notice of Nonconforming Document
[9] Clerk's Notice of Nonconforming Document

10/02/2020 Clerk's Notice of Nonconforming Document and Curative Action
[10] Clerk's Notice of Curative Action

10/14/2020 Stipulation and Order
Filed by: Plaintiff Meierkord, Tara
[11] Stipulation and Order to Stay Litigation

10/14/2020 Notice of Entry of Stipulation and Order
Filed By: Plaintiff Meierkord, Tara
[12] Notice of Entry of Stipulation and Order to Stay Litigation

10/21/2020 Order
[13] ORDER SETTING SETTLEMENT CONFERENCE

01/26/2021 Notice of Change of Address
Filed By: Plaintiff Meierkord, Tara
[14] Notice of Change of Firm Address

01/26/2021 Memorandum
[15] Court's Memo RE: Remote Appearance Information for January 28, 2021, Hearing

02/02/2021 Memorandum
[16] Court's Memo RE: Remote Appearance Information for February 4, 2021

02/04/2021 Motion to Dismiss
Filed By: Defendant Fleming, Christopher
[17] Defendant Christopher Fleming's Renotice of Hearing on Defendant's Motion to Dismiss Plaintiff's Complaint or in the Alternative, Join Universal American Mortgage Company LLC as a Party

02/04/2021 Clerk's Notice of Hearing
[18] Notice of Hearing

02/18/2021 Opposition to Motion to Dismiss
Filed By: Plaintiff Meierkord, Tara
[19] Opposition to Motion to Dismiss

02/25/2021	Reply in Support Filed By: Defendant Fleming, Christopher *[20] Defendant Christopher Fleming's Reply in Support of Motion to Dismiss Plaintiff's Complaint or in the Alternative, Join Universal American Mortgage, LLC as a Party*
03/02/2021	Memorandum *[21] Court's Memo RE: Remote Appearance Information for March 4, 2021, Hearing **Please Review Memo in its Entirety***
03/08/2021	First Amended Complaint Filed By: Plaintiff Meierkord, Tara *[22] First Amended Complaint*
03/08/2021	Order Denying Filed By: Plaintiff Meierkord, Tara *[23] Order Denying Defendant Christopher Fleming's Motion to Dismiss Plaintiff's Complaint or in the Alternative, Join Universal American Mortgage Company LLC as a Party and Granting Plaintiff's Motion for Leave to File First Amended Complaint*
03/08/2021	Notice of Entry of Order Filed By: Plaintiff Meierkord, Tara *[24] Notice of Entry of Order Denying Defendant Christopher Fleming s Motion to Dismiss Plaintiff s Complaint Or In the Alternative, Join Universal American Mortgage Company LLC As A Party And Granting Plaintiff s Motion For Leave To File First Amended Complaint*
03/08/2021	Summons Electronically Issued - Service Pending Party: Plaintiff Meierkord, Tara *[25] Summons Electronically issued to Universal American Mortgage Company*
03/12/2021	Demand for Jury Trial Filed By: Plaintiff Meierkord, Tara *[26] Demand for Jury Trial*
03/18/2021	Affidavit of Service Filed By: Plaintiff Meierkord, Tara *[27] Affidavit of Service - Universal American Mortgage Company*
03/23/2021	Answer Filed By: Defendant Fleming, Christopher *[28] Defendant Christopher Fleming's Answer to Plaintiff's First Amended Complaint*
04/08/2021	Notice of Intent to Take Default Party: Plaintiff Meierkord, Tara *[29] Notice of Intent to Take Default - Universal American Mortgage Company*
04/28/2021	Affidavit of Service Filed By: Plaintiff Meierkord, Tara *[30] Affidavit of Service - Universal American Mortgage Company Corporate*
05/20/2021	Default Filed By: Plaintiff Meierkord, Tara *[31] Default - Universal American Mortgage Company*
05/31/2021	

	Notice of Early Case Conference Filed By: Plaintiff Meierkord, Tara *[32] Notice of Early Case Conference*
07/26/2021	Joint Case Conference Report Filed By: Plaintiff Meierkord, Tara *[33] Joint Case Conference Report*
07/30/2021	Mandatory Rule 16 Conference Order *[34] Mandatory Rule 16 Pre-Trial Scheduling Conference Order **PLEASE REVIEW ORDER IN ITS ENTIRETY***
08/16/2021	Scheduling and Trial Order *[35] Scheduling Order and Order Setting Civil JURY Trial, Pre-Trial/Trial Setting Conference, Calendar Call/Final Pre-Trial Conference, and Status Check*
03/22/2022	Memorandum *[36] Court's Memo RE:*
04/08/2022	Motion Filed By: Defendant Fleming, Christopher *[37] Defendant Christopher Fleming's Motion to Set Date of Valuation*
04/08/2022	Clerk's Notice of Hearing *[38] Notice of Hearing*
04/12/2022	Memorandum *[39] Court's Memo Continuing Status Check to be Heard With Motion on May 10, 2022*
04/21/2022	Stipulation and Order Filed by: Plaintiff Meierkord, Tara *[40] Stipulation and Order Regarding Briefing Deadline*
04/25/2022	Opposition and Countermotion Filed By: Plaintiff Meierkord, Tara *[41] Opposition to Defendant Christopher Flemings's Motion to Set Date of Valuation and Countermotion*
05/03/2022	Reply in Support Filed By: Defendant Fleming, Christopher *[42] Defendant Christopher Fleming's Reply in Support of Motion to Set Date of Valuation and Opposition to Countermotion*
05/06/2022	Memorandum *[43] Court's Memo RE: Remote Appearance Information for MAY 10, 2022, Hearing **PLEASE REVIEW IN ITS ENTIRETY***
05/24/2022	Memorandum *[44] Court's Memo RE: Remote Appearance Information for MAY 26, 2022, Pre-Trial Conference **PLEASE REVIEW IN ITS ENTIRETY***
06/07/2022	Memorandum *[45] Court's Memo RE: Remote Appearance Information for JUNE 9, 2022, Hearing **PLEASE REVIEW IN ITS ENTIRETY***

06/14/2022 Pre-Trial Disclosure
Party: Defendant Fleming, Christopher
[46] Defendant Christopher Fleming's Pretrial Disclosures Pursuant to NRCP 16.1(a)(3)

06/30/2022 Joint Pre-Trial Memorandum
Filed By: Plaintiff Meierkord, Tara
[47] Joint Pre-Trial Memorandum

08/17/2022 Audiovisual Transmission Equipment Appearance Request
Party: Plaintiff Meierkord, Tara
[48] Plaintiffs Audiovisual Transmission Equipment Appearance Request

09/08/2022 Memorandum
[49] Court's Memo RE: Court's Trial Availability

10/07/2022 Stipulation and Order for Dismissal Without Prejudice
Filed By: Plaintiff Meierkord, Tara
[50] Stipulation and Order for Dismissal Without Prejudice

10/07/2022 Order Denying Motion
Filed By: Defendant Fleming, Christopher
[51] Order Denying Defendant Christopher Fleming's Motion to Set Date of Valuation and Denying Plaintiff's Countermotion and Stipulation to Withdraw Jury Demand and Proceed With Bench Trial

10/10/2022 Court Recorders Invoice for Transcript
[52] Trial DVD/Recording Fees -- Geisendorf

10/10/2022 Court Recorders Invoice for Transcript
[53] Trial Recording Fees -- Sugden

10/10/2022 Notice of Entry
Filed By: Defendant Fleming, Christopher
[54] Notice of Entry of Order Denying Defendant Christopher Fleming's Motion to Set Date of Valuation and Denying Plaintiff's Countermotion and Stipulation to Withdraw Jury Demand and Proceed With Bench Trial

10/17/2022 Brief
Filed By: Plaintiff Meierkord, Tara
[55] Plaintiff's Closing Argument Brief after Bench Trial

10/17/2022 Brief
Filed By: Defendant Fleming, Christopher
[56] Defendant Christopher Fleming's Closing Argument

03/15/2023 Findings of Fact, Conclusions of Law and Judgment
[57] Findings of Fact, Conclusions of Law, and Judgment

03/20/2023 Memorandum of Costs and Disbursements
Filed By: Plaintiff Meierkord, Tara
[58] Memorandum of Costs and Disbursements

03/20/2023 Memorandum

Filed By: Defendant Fleming, Christopher
[59] Defendant Christopher Fleming's Verified Memorandum of Costs

03/23/2023 Motion to Retax
Filed By: Defendant Fleming, Christopher
[60] Defendant Christopher Fleming's Motion to Retax and Settle Costs

03/24/2023 Clerk's Notice of Hearing
[61] Notice of Hearing

03/24/2023 Notice of Entry of Findings of Fact, Conclusions of Law
Filed By: Plaintiff Meierkord, Tara
[62] Notice of Entry of Findings of Fact and Conclusions of Law and Judgment

03/31/2023 Recorders Transcript of Hearing
[63] Transcript of Proceedings: Bench Trial, October 7, 2022

04/07/2023 Opposition
Filed By: Plaintiff Meierkord, Tara
[64] Opposition to Defendant Christopher Flemings Motion to Retax and Settle Costs

04/13/2023 Motion to Amend Judgment
Filed By: Defendant Fleming, Christopher
[65] Defendant Christopher Fleming's Motion to Alter or Amend the Findings of Fact and Conclusions of Law and Judgment

04/14/2023 Clerk's Notice of Hearing
Party: Defendant Fleming, Christopher
[66] Notice of Hearing

04/14/2023 Motion for Attorney Fees and Costs
Filed By: Plaintiff Meierkord, Tara
[67] Plaintiffs Motion for Attorneys Fees and Costs

04/17/2023 Clerk's Notice of Hearing
[68] Clerk's Notice of Hearing

04/18/2023 Reply
Filed by: Defendant Fleming, Christopher
[69] Defendant Christopher Fleming's Reply in Support of Motion to Relax and Settle Costs

04/19/2023 Memorandum
*[70] Court's Memo RE: Resetting of April 25, 2023, Hearing to Monday, April 24, 2023, at 8:30 a.m. and Remote Appearance Information **PLEASE REVIEW MEMO IN ITS ENTIRETY**

04/21/2023 Motion to Amend
Filed By: Plaintiff Meierkord, Tara
[71] Plaintiffs Motion to Amend Findings of Fact and Conclusions of Law and Judgment

04/24/2023 Clerk's Notice of Hearing
[72] Notice of Hearing

04/27/2023 Opposition

Filed By: Defendant Fleming, Christopher
[73] Defendant Christopher Fleming's Opposition to Plaintiff's Motion for Attorney Fee's and Costs

05/05/2023 Opposition to Motion
Filed By: Defendant Fleming, Christopher
[74] Defendant Christopher Fleming's Opposition to Plaintiff's Motion to Amend Findings of Fact and Conclusions of Law and Judgment

05/18/2023 Opposition
Filed By: Plaintiff Meierkord, Tara
[75] Opposition to Defendant Christopher Flemings Motion to Amend the Findings of Fact and Conclusions of Law and Judgement

05/23/2023 Motion for Order
Filed By: Plaintiff Meierkord, Tara
[76] Plaintiffs Motion for an Order to Enforce and/or For an Order to Show Cause Regarding Contempt

05/24/2023 Clerk's Notice of Hearing
[77] Notice of Hearing

05/24/2023 Reply in Support
Filed By: Plaintiff Meierkord, Tara
[78] Reply in Support to Plaintiffs Motion for Attorneys Fees and Costs

05/25/2023 Reply in Support
Filed By: Defendant Fleming, Christopher
[79] Defendant Christopher Fleming's Reply in Support of Motion to Amend or Alter Findings of Fact, Conclusions of Law and Judgment

05/25/2023 Reply in Support
Filed By: Plaintiff Meierkord, Tara
[80] Reply in Support of Plaintiff's Motion to Amend Findings of Fact and Conclusions of Law and Judgment

05/31/2023 Memorandum
[81] Court's Memo RE: Remote Appearance Information for JUNE 1, 2023, Hearing
PLEASE READ MEMO IN ITS ENTIRETY

06/19/2023 Notice of Withdrawal of Motion
Filed By: Plaintiff Meierkord, Tara
[82] Notice of Withdrawal of Plaintiffs Motion for an Order to Enforce and/or For an Order to Show Cause Regarding Contempt

06/22/2023 Court Recorders Invoice for Transcript
[83] Transcript/Recording Fee 6-1-23

06/27/2023 Recorders Transcript of Hearing
[84] Recorder's Transcript of Pending Motions -- 6-1-23

07/05/2023 Order Denying
Filed By: Defendant Fleming, Christopher
[85] Order Denying Defendant Christopher Fleming's Motion to Alter or Amend the Findings of Fact and Conclusions of Law and Judgment and Denying Plaintiff Tara Meierkord's Motion

to Amend Findings of Fact and Conclusions of Law and Judgment

07/14/2023 Supplement
Filed by: Plaintiff Meierkord, Tara
[86] Plaintiffs Supplement to Motion for Attorneys Fees and Costs and Opposition to Motion to Retax and Settle Costs

07/27/2023 Memorandum
*[87] Court's Memo RE: Remote Appearance Information for AUGUST 1, 2023, Hearing **PLEASE REVIEW IN ITS ENTIRETY***

08/08/2023 Notice of Entry
Filed By: Defendant Fleming, Christopher
[88] Notice of Entry of Order Denying Defendant Christopher Fleming's Motion to Alter or Amend the Findings of Fact and Conclusions of Law and Judgment and Denying Plaintiff Tara Meierkord's Motion to Amend Findings of Fact and Conclusions of Law and Judgment

08/09/2023 Notice of Appeal
Filed By: Defendant Fleming, Christopher
[89] Defendant Christopher Fleming's Notice of Appeal

08/10/2023 Case Appeal Statement
Filed By: Defendant Fleming, Christopher
[90] Defendant Christopher Fleming's Case Appeal Statement

DISPOSITIONS

10/07/2022 **Order of Dismissal Without Prejudice** (Judicial Officer: Kishner, Joanna S.)
Debtors: Universal American Mortgage Company LLC (Defendant)
Creditors: Tara Meierkord (Plaintiff)
Judgment: 10/07/2022, Docketed: 10/12/2022

HEARINGS

11/03/2020 *CANCELED* **Motion to Dismiss** (9:30 AM) (Judicial Officer: Kishner, Joanna S.)
Vacated - per Stipulation and Order
Defendant Christopher Fleming's Motion to Dismiss Plaintiff's Complaint or in the Alternative, Join Universal American Mortgage Company LLC as a Party

01/14/2021 **Settlement Conference** (1:30 PM) (Judicial Officer: Israel, Ronald J.)
Settlement Conference (DC 28)
Not Settled;
Journal Entry Details:
Parties appeared. Settlement Conference held in chambers. Parties were unable to reach a resolution.;

01/14/2021 *CANCELED* **Settlement Conference** (1:30 PM) (Judicial Officer: Atkin, Trevor)
Vacated
.

01/28/2021 **Status Check** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
01/28/2021, 02/04/2021
RE: Settlement Conference
Matter Continued;
Hearing Set;
Journal Entry Details:

Upon Court's inquiry, Ms. Sugden advised she filed a notice to reset Defendant's Motion to Dismiss Complaint. Mr. Geisendorf indicated he would need to file an opposition and then Defendant was need to file a reply. COURT ORDERED, Defendant's Motion to Dismiss,

previously filed on September 29, 2020 SET for hearing on March 4th at 9:30 A.M. 03/04/21 9:30 A.M. DEFENDANT CHRISTOPHER FLEMING'S RENOTICE OF HEARING ON DEFENDANT'S MOTION TO DISMISS PLAINTIFF'S COMPLAINT OR IN THE ALTERNATIVE, JOIN UNIVERSAL AMERICAN MORTGAGE COMPANY LLC AS A PARTY CLERK'S NOTE: Subsequent to court it was noted that Master Calendar set the above hearing on March 9th. Being that it was discussed and agreed to during the court session the March 4th hearing stands and the March 9th hearing is vacated. CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Natalie Ortega, to all registered parties for Odyssey File & Serve and/or served via facsimile. ndo/02/10/21;
Matter Continued;
Hearing Set;
Journal Entry Details:
Mr. Geisendorf advised the settlement conference did not work out; however, they stipulated to stay litigation.pending the resolution. It did not resolve and Defense had one of three choices to move forward within 21 days of the settlement conference. COURT NOTED it would be to all parties benefit to have opposing counsel present. COURT ORDERED, matter TRAILED. Mr. Geisendorf indicated he would reach out to Defense counsel. MATTER RECALLED. COURT NOTED it received the October 14th order. Upon Court's inquiry, Mr. Geisendorf stated he did not get a hold of anyone. He sent and email and left voicemails. Further, he was not aware of any good cause for defense's absence and would inform her to file an answer by February 4th which was the date to renotice the motion or file an answer. Based on Mr. Geisendorf's request, COURT ORDERED, matter CONTINUED. COURT NOTED if there was another non-appearance the Court would evaluate whether to set an Order to Show Cause. CONTINUED TO: 02/04/21 9:00 AM;

03/04/2021 **Motion to Dismiss** (9:30 AM) (Judicial Officer: Kishner, Joanna S.)
Defendant Christopher Fleming's Renotice of Hearing on Defendant's Motion to Dismiss Plaintiff's Complaint or in the Alternative, Join Universal American Mortgage Company LLC as a Party
Matter Heard;
Journal Entry Details:
Upon Court's inquiry, counsel acknowledged and confirmed the stay had ended. Court stated its inclination as to Defendant Christopher Fleming's Renotice of Hearing on Defendant's Motion to Dismiss Plaintiff's Complaint or in the Alternative, Join Universal American Mortgage Company LLC as a Party noting it was inclined to grant the leave to amend and would take no position on the substance or merits of the costs and fees. The Court did not see any prejudice to give leave to amend. Mr. Geisendorf indicated he agreed with the Court's inclination to give leave to amend as he proposed it. They would file an Amended Complaint and serve the bank. Ms. Sugden agreed and indicated she understood the Court's inclination. Colloquy regarding a settlement conference or mediation. Mr. Geisendorf indicated he would change the dates and file the today. Further, they already went to a settlement conference a month ago and it was unsuccessful. Moreover, he did not see how the mortgage holder would effect the litigation. Ms. Sugden stated she agreed with Mr. Geisendorf stating they could proceed with 16.1. COURT ORDERED, Counter Motion to Leave to File an Amended Complaint GRANTED to be filed seven (7) days from today. COURT FURTHER ORDERED, Defendant's Motion to Dismiss DENIED WITHOUT PREJUDICE as it granted the leave to amend. Plaintiff to prepare the order. When submitting the order, counsel must ensure it is submitted electronically to dc31inbox@clarkcountycourts.us in accordance with Administrative Orders 20-17 and 20-24 and EDCR 7.21. Please include in the subject line the full case number document filing code and case caption. The submitting party should also be in the subject line of the email. No additional argument should be included in the body of the email.;

03/09/2021 *CANCELED* **Motion to Dismiss** (9:30 AM) (Judicial Officer: Kishner, Joanna S.)
Vacated - per Judge
Defendant Christopher Fleming's Renotice of Hearing on Defendant's Motion to Dismiss Plaintiff's Complaint or in the Alternative, Join Universal American Mortgage Company LLC as a Party

08/17/2021 *CANCELED* **Mandatory Rule 16 Conference** (10:30 AM) (Judicial Officer: Kishner, Joanna S.)
Vacated - per Attorney or Pro Per

03/24/2022 **Status Check** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)

Matter Heard;
Journal Entry Details:
Upon Court's inquiry, Counsel stated discovery had concluded and the parties were trying to mediate. Counsel requested to keep 4/14/22 status check. COURT ORDERED, trial date STANDS. Court DIRECTED Counsel to notify the Court via joint letter or stipulation if the matter resolved. 4/14/22 9:00 AM STATUS CHECK 5/26/22 10:15 AM PRE TRIAL CONFERENCE 6/14/22 9:00 AM CALENDAR CALL 6/27/22 9:00 AM JURY TRIAL;

05/26/2022 **Pre Trial Conference** (10:15 AM) (Judicial Officer: Kishner, Joanna S.)
Trial Continues;
Journal Entry Details:
Upon Court's inquiry Counsel estimated 2-3 days for jury trial. Colloquy regarding scheduling. Mr. Geisendorf stated the parties had a settlement conference on June 2, 2022. COURT ORDERED, trial date VACATED and RESET. 7/11/22 8:15 A.M. CALENDAR CALL 7/18/22 9:00 A.M. JURY TRIAL (#3);

06/09/2022 **Status Check: Status of Case** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
To be heard with Motion currently set for May 10, 2022
Matter Heard;

06/09/2022 **Motion** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Events: 04/08/2022 Motion
Defendant Christopher Fleming's Motion to Set Date of Valuation
Denied Without Prejudice;

06/09/2022 **Opposition and Countermotion** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Events: 04/25/2022 Opposition and Countermotion
Plaintiff's Opposition to Defendant Christopher Flemings's Motion to Set Date of Valuation and Countermotion
Denied Without Prejudice;

06/09/2022 **All Pending Motions** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Matter Heard;
Journal Entry Details:
DEFENDANT CHRISTOPHER FLEMING'S MOTION TO SET DATE OF VALUATION... PLAINTIFF'S OPPOSITION TO DEFENDANT CHRISTOPHER FLEMING'S MOTION TO SET DATE OF VALUATION AND COUNTERMOTION... STATUS CHECK Upon Court's inquiry, Ms. Sugden stated the property in question was a single family residence purchased in 2014, Plaintiff and Defendant have children together and both parties held title to the property. Mr. Fleming made the sole source of the down-payment, paid all the mortgage payments since Plaintiff moved out and maintained the property since 2017. Ms. Sugden further stated Plaintiff was trying to force Defendant to sell the home and the property should be valued at the time Plaintiff vacated if a forced sale was ordered. Mr. Geisendorf stated the parties were in a romantic relationship, they both took ownership as joint tenants, Plaintiff requested to refinance the property for years and was forced to proceed with this action. Court stated its Findings and ORDERED Motion and Countermotion DENIED WITHOUT PREJUDICE. Counsel stipulated pursuant to EDCR 7.50 to withdrawal the jury demand for a bench trial.;

06/14/2022 *CANCELED* **Calendar Call** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Vacated

06/27/2022 *CANCELED* **Jury Trial** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Vacated

07/11/2022 **Calendar Call** (8:15 AM) (Judicial Officer: Kishner, Joanna S.)
Matter Heard;
Journal Entry Details:

Upon Court's inquiry, Mr. Geisendorf stated he appeared remotely due to medical reasons, he was ready to move forward with today's hearing and Plaintiff's exhibits and exhibit list were ready. Mr. Geisendorf further stated he discussed his medical concerns with opposing counsel

including having to quarantine and requested to reschedule the bench trial. Ms. Sugden stated she was agreeable to reschedule the bench trial given Mr. Geisendorf's medical situation, however, she needed to discuss the matter and dates with her client. Court SET the matter for a status check for the parties to discuss resetting the trial. Court GRANTED Counsels verbal request to appear remotely at the status check. 7/13/22 1:00 P.M. STATUS CHECK: TRIAL RESETTING;

07/14/2022 **Status Check** (10:30 AM) (Judicial Officer: Kishner, Joanna S.)
Matter Heard;
Journal Entry Details:
Court NOTED it received Counsels' proposed trial days, which presented conflicts with the Court's calendar. Court reviewed trial calendar with Counsel. Ms. Sugden stated she was out of the state on vacation for the first two (2) weeks in August. Upon Court's inquiry, Counsel confirmed the bench trial should take two (2) full days. COURT ORDERED, trial date VACATED and RESET. 8/18/22 9:00 A.M. CALENDAR CALL 8/23/22 to 8/26/22 9:00 A.M. BENCH TRIAL (POSITION #2 & ESTIMATED 2 DAYS);

07/18/2022 *CANCELED* **Bench Trial - FIRM** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Vacated

08/18/2022 **Calendar Call** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Matter Heard;
Journal Entry Details:
Court NOTED today was a status check and the matter was continued because of calendar issues. Upon Court's inquiry, Ms. Sugden stated November and December's trial stacks would work. Mr. Geisendorf stated Plaintiff had one (1) or two (2) witnesses and Ms. Sugden stated Defendant had one (1). Counsel confirmed they needed two (2) days for the bench trial and October 3, 2022 at 8:15 a.m. to October 4, 2022 at 4:00 p.m. with a possible continuance for an hour or two (2) on October 6, 2022 would be sufficient. Court ORDERED trial VACATED and RESET. Deadlines were not reopened. Counsel to bring exhibits to the Calendar Call and familiarize themselves with EDCR 2.67 through 2.69. 9/28/22 9:00 A.M. CALENDAR CALL 10/03/22 8:15 A.M. BENCH TRIAL - 2 DAYS (10/4/22 until 4:00 P.M. and possibly 10/06/22 for an hour or two) ;

08/23/2022 *CANCELED* **Bench Trial** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Vacated

09/28/2022 **Calendar Call** (10:00 AM) (Judicial Officer: Kishner, Joanna S.)
Matter Heard;
Journal Entry Details:
Colloquy regarding trial dates, Pre Trial Memorandum and witnesses. Counsel stipulated pursuant to EDCR 7.50 to the authenticity of the documents and noted the Custodians of Records did not need to appear and the parties reserved their right to any other objection at time of trial. Upon Court's inquiry, Counsel stated opening statements would take between five (5) to ten (10) minutes each side if given. Mr. Geisendorf stated the parties would only be using joint exhibits 1-35 and he brought the deposition transcript of Christopher Fleming. (Exhibit binders and original deposition transcript provided to the Courtroom Clerk) Court NOTED Findings of Facts were due two (2) days before the start of trial and copies needed to be provided to the Court and opposing Counsel. Court INQUIRED as to the outstanding Order from June 9, 2022. Ms. Sugden stated it was an oversight and she would draft an Order as to the Motion and Countermotion, include the parties stipulated to a bench trial at the hearing, circulate it to opposing counsel and submit it to the Court the following day. Upon Court's inquiry into the caption, Counsel stipulated pursuant to EDCR 7.50 to correct the caption by removing/dismissing ROES, DOES and Universal American Mortgage Company, LLC. Counsel agreed to provide a Stipulation to Amend the Caption addressing said changes.;

10/07/2022 **Bench Trial - FIRM** (8:30 AM) (Judicial Officer: Kishner, Joanna S.)
Due to scheduling conflict with Court's calendar
Trial Continues;
Closing via written argument
Journal Entry Details:
Counsel stipulated to admit exhibits 1-10, 23-26 and 32-34. Counsel further stipulated to the

authenticity of all document and waived opening statements. Testimony and exhibits presented (see worksheets). Plaintiff RESTED. Testimony and exhibits presented (see worksheets). Defendant RESTED. Following arguments by Counsel regarding the admission of exhibit 31 requested by Defendant after both parties rested, Court stated its Findings and ORDERED exhibit 31 not admitted. Counsel requested written closings briefs instead of reconvening on Monday. Court stated its Findings and ORDERED written closing briefs GRANTED. Counsel to provide closing argument briefs no later than noon on October 17, 2022 with a page limit of 10 not including the cover page, service page or exhibits. Counsel to file the briefs, provide the Court with a courtesy copy and copy opposing counsel. Counsel agreed to waive their rights to rebuttal closing. Court ORDERED, exhibits not admitted, or moved to be admitted, RETURNED to counsel. Counsel requested the clerk dispose of these exhibits. Court returned the unopened deposition transcript of Christopher Fleming to Plaintiff's Counsel. 10/17/22 12:00 P.M. CONTINUED BENCH TRIAL: WRITTEN CLOSING ARGUMENTS DUE;

06/01/2023 **Motion to Amend Judgment** (10:00 AM) (Judicial Officer: Kishner, Joanna S.)
Events: 04/13/2023 Motion to Amend Judgment
Defendant Christopher Fleming's Motion to Alter or Amend the Findings of Fact and Conclusions of Law and Judgment
To be heard with other matter
Denied Without Prejudice;

06/01/2023 **Motion** (10:00 AM) (Judicial Officer: Kishner, Joanna S.)
Plaintiffs Motion to Amend Findings of Fact and Conclusions of Law and Judgment
Pursuant to correspondence from counsel requesting matters be heard on same date
Denied Without Prejudice;

06/01/2023 **All Pending Motions** (10:00 AM) (Judicial Officer: Kishner, Joanna S.)
Matter Heard;
Journal Entry Details:
DEFENDANT CHRISTOPHER FLEMING'S MOTION TO ALTER OR AMEND THE FINDINGS OF FACTS CONCLUSIONS OF LAW AND JUDGMENT... PLAINTIFFS MOTION TO AMEND FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT Upon Court's inquiry, Mr. Geisendorf stated the property value had yet to be determined considering the appraisal had not been performed. Ms. Sugden stated the motion was filed under NRCP 59e, it was an equitable case and the Court recognized Mr. Fleming was entitled to deduct half the down payment from any proceeds / equity of the home. Ms. Sugden argued the Court should expand upon the down payment recognition and include Mr. Fleming's mortgage payments from 2017 to the present. Colloquy regarding equitable case, six (6) month agreement and benefit offsets. Mr. Geisendorf stated the parties entered into a contract whereby Mr. Fleming was to stay in the house and make payments and Ms. Meierkord was to cashout her 401K and move elsewhere. Mr. Geisendorf argued Mr. Fleming's refused to release Ms. Meierkord from the loan or sell the property which hindered her ability to purchase another property and gain equity of her own. Mr. Geisendorf argued Ms. Meierkord should be removed from the mortgage whether the property was sold or she was bought out. Colloquy regarding indemnity actions and patrician process. Court stated its Findings and ORDERED both Defendant's and Plaintiff's Motion to Amend Findings and Fact and Conclusions of Law and Judgment DENIED WITHOUT PREJUDICE; noting the Court did not make an error (in an equitable concept). Colloquy regarding appraisal date and appraisal significance. Court RESET Plaintiff's Motion for an Order to Enforce and granted a new briefing schedule. Counsel jointly requested to RESET the Motions to Retax and allow supplements. Counsel to provide the Court with a joint letter with proposed hearing dates. Court ORDERED matters RESET to July 14, 2023 as a place holder. COURT DIRECTED Defense to prepare the Order with detailed Findings of Fact and Conclusions of Law, circulate to opposing counsel, and submit to the Court pursuant to EDCR 7.21 and the current Administrative Orders. Court GRANTED an extension to 30 days for the Orders. 7/14/23 9:00 A.M. MOTIONS TO RETAX, MOTION FOR ATTORNEYS FEES AND COSTS AND MOTION FOR AN ORDER TO ENFORCE ;

07/14/2023 *CANCELED* **Motion for Order** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Vacated
[76] Plaintiffs Motion for an Order to Enforce and/or For an Order to Show Cause Regarding Contempt

08/01/2023 **Motion to Retax** (1:00 PM) (Judicial Officer: Kishner, Joanna S.)

	08/01/2023, 10/17/2023 Events: 03/23/2023 Motion to Retax *Defendant Christopher Fleming's Motion to Retax and Settle Costs*
08/01/2023	**Motion for Attorney Fees and Costs** (1:00 PM) (Judicial Officer: Kishner, Joanna S.) **08/01/2023, 10/17/2023** *Plaintiffs Motion for Attorneys Fees and Costs*
08/01/2023	**All Pending Motions** (1:00 PM) (Judicial Officer: Kishner, Joanna S.) Matter Heard; Journal Entry Details: *DEFENDANT CHRISTOPHER FLEMING'S MOTION TO RETAX AND SETTLE COSTS... PLAINTIFFS MOTION FOR ATTORNEYS FEES AND COSTS Mr. Geisendorf stated Plaintiff issued an Offer of Judgment requesting either Defendant sell or refinance the property removing Plaintiff or buyout Plaintiff for $225,000.00. Mr. Geisendorf argued according to the appraised value of $1,720,000.00, the mortgage balance of approximate $536,605.52 and Defendant's reimbursement of $71,988.53, Plaintiff was entitled to $555,702.97 and was clearly the prevailing party while beating the offer of judgment. Upon Court's inquiry, Mr. Geisendorf stated the house had not been listed and Defendant did not buy out Plaintiff. Ms. Sugden argued the appraisal was provided on July 14, 2023, Defendant intended to provide notice he could not buy out Plaintiff, the 30 day deadline to accept or reject a buyout had not expired, the property needed to be listed for sale and Defendant was not outside the parameters of the Court's Order. Ms. Sugden further argued in light of the Court s multitiered order that required assessment of future unknown amounts, it was not clear what amount, if any, Plaintiff would ultimately receive from the partition of the Property. As such, it was premature to determine Plaintiff was entitled to attorney s fees and/or costs. Counsel agreed to continue the status check and not argue timeliness. Court FINDS the pleadings were timely, partition / buyout had not been triggered and it was more appropriate to continue the matter. Court ORDERED all pending motions CONTINUED. Court DIRECTED Counsel to provide the Court with a joint letter if a sale occurred in the intervening time and the matters needed to be advanced. 10/17/23 10:00 A.M. DEFENDANT CHRISTOPHER FLEMING'S MOTION TO RETAX AND SETTLE COSTS AND PLAINTIFF'S MOTION FOR ATTORNEYS FEES AND COSTS ;*

DATE **FINANCIAL INFORMATION**

Defendant Fleming, Christopher	
Total Charges	367.00
Total Payments and Credits	367.00
Balance Due as of 8/11/2023	**0.00**
Plaintiff Meierkord, Tara	
Total Charges	352.00
Total Payments and Credits	352.00
Balance Due as of 8/11/2023	**0.00**

DISTRICT COURT CIVIL COVER SHEET

.....County, Nevada

Case No. .....
(Assigned by Clerk's Office)

CASE NO: A-20-820498-C
Department 31

I. Party Information *(provide both home and mailing addresses if different)*

Plaintiff(s) (name/address/phone):	Defendant(s) (name/address/phone):
Tara Meierkord	Christopher Fleming
c/o Charles L. Geisendorf, Ltd.	37 Carolina Cherry Drive
2470 St. Rose Parkway, Suite 309	Las Vegas, Nevada 89141
Henderson, Nevada 89074	
Attorney (name/address/phone):	**Attorney (name/address/phone):**
Charles L.Geisendorf, Esq.	
2470 St. Rose Parkway, Suite 309	
Henderson, Nevada 89074	
Tel (702) 873-5868	

II. Nature of Controversy *(please select the one most applicable filing type below)*

Civil Case Filing Types

Real Property

Landlord/Tenant
- ☐ Unlawful Detainer
- ☐ Other Landlord/Tenant

Title to Property
- ☐ Judicial Foreclosure
- ☐ Other Title to Property

Other Real Property
- ☐ Condemnation/Eminent Domain
- ■ Other Real Property

Torts

Negligence
- ☐ Auto
- ☐ Premises Liability
- ☐ Other Negligence

Malpractice
- ☐ Medical/Dental
- ☐ Legal
- ☐ Accounting
- ☐ Other Malpractice

Other Torts
- ☐ Product Liability
- ☐ Intentional Misconduct
- ☐ Employment Tort
- ☐ Insurance Tort
- ☐ Other Tort

Probate

Probate *(select case type and estate value)*
- ☐ Summary Administration
- ☐ General Administration
- ☐ Special Administration
- ☐ Set Aside
- ☐ Trust/Conservatorship
- ☐ Other Probate

Estate Value
- ☐ Over $200,000
- ☐ Between $100,000 and $200,000
- ☐ Under $100,000 or Unknown
- ☐ Under $2,500

Construction Defect & Contract

Construction Defect
- ☐ Chapter 40
- ☐ Other Construction Defect

Contract Case
- ☐ Uniform Commercial Code
- ☐ Building and Construction
- ☐ Insurance Carrier
- ☐ Commercial Instrument
- ☐ Collection of Accounts
- ☐ Employment Contract
- ☐ Other Contract

Judicial Review/Appeal

Judicial Review
- ☐ Foreclosure Mediation Case
- ☐ Petition to Seal Records
- ☐ Mental Competency

Nevada State Agency Appeal
- ☐ Department of Motor Vehicle
- ☐ Worker's Compensation
- ☐ Other Nevada State Agency

Appeal Other
- ☐ Appeal from Lower Court
- ☐ Other Judicial Review/Appeal

Civil Writ

Civil Writ
- ☐ Writ of Habeas Corpus
- ☐ Writ of Mandamus
- ☐ Writ of Quo Warrant
- ☐ Writ of Prohibition
- ☐ Other Civil Writ

Other Civil Filing

Other Civil Filing
- ☐ Compromise of Minor's Claim
- ☐ Foreign Judgment
- ☐ Other Civil Matters

Business Court filings should be filed using the Business Court civil coversheet.

9-1-20
Date

Signature of initiating party or representative

See other side for family-related case filings.

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CLERK OF THE COURT

ORDR
AMY L. SUGDEN, ESQ.
Amy L. Sugden, Bar No. 9983
9728 Gilespie St.
Las Vegas, Nevada 89183
Telephone: (702) 307-1500

Attorney for Defendant
Christopher Fleming

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

*****

TARA MEIERKORD, an individual, Plaintiff, vs. CHRISTOPHER FLEMING, an individual; and DOE Individuals I-X, inclusive and ROE CORPORATIONS XI through XX, inclusive, Defendants.	Case No.: A-20-820489-C Dept. No.: Department 31

ORDER DENYING DEFENDANT CHRISTOPHER FLEMING'S MOTION TO ALTER OR AMEND THE FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT AND DENYING PLAINTIFF TARA MEIERKORD'S MOTION TO AMEND FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT

This matter having come for hearing on the 1st day of June, 2023 at 10:00 a.m., the Honorable Joanna Kishner presiding, Charles Geisendorf, Esq. appearing on behalf of Plaintiff Tara Meierkord ("Plaintiff" or "Meierkord") and Amy L. Sugden, Esq. appearing on behalf of Defendant Christopher Fleming ("Defendant" or "Fleming"). Defendant having filed a Motion to Alter or Amend the Findings of Fact and Conclusions of Law and Judgment ("Fleming's Motion to Amend"). Plaintiff having filed an Opposition to the same and a separate Motion to Amend Findings of Fact and Conclusions of Law and Judgment ("Meierkord's Motion to Amend"), Defendant having filed a Reply

in Support of Fleming's Motion to Amend and Opposition to Meierkord's Motion to Amend, and the issues being fully argued by counsel and the Court being fully advised and good cause appearing therefore finds as follows:,

(1) Fleming's Motion to Amend is made pursuant to NRCP 59(e) wherein Fleming argued that the Court already recognized in its March 15, 2023, Findings of Fact and Conclusions of Law and Judgment ("FFCL") that Fleming is entitled to deduct $71,988.53 from the amount of net proceeds of any buy out or sale of the Property at issue based on the evidence that Fleming remitted the entire down payment for the Property and that one half of that down payment equals $71,988.53 for which Meierkord's interest shall be offset. *See* FFCL [at 2: 17-22]. Fleming argued this directive was in line with the Court's finding that "under both the applicable case law and equity, Fleming's contributions to the Property should be accounted for in the present action." *Id*. [at 12:23-26] citing to *Sack v. Tomlin*, 110 Nev. 204, 206-07 (Nev. 1994). Fleming, therefore, argued the Court should provide an offset for the mortgage payments solely made by Fleming.

(2) Fleming asserted it is undisputed that Meierkord moved out of the property in January 2017, and she herself testified that she did not make any of the monthly mortgage payments. As such, Fleming argued that pursuant to *Sack* and the equitable principles of a partition action, the Court should also award an offset in favor of Fleming for the time frame of January 2017 - to the time in which the Property is sold or Fleming buys out Meierkord's interest as directed by this Court.

(3) Meierkord's Motion to Amend is also made pursuant to NRCP 59(e) and NRCP 52(b) and requests the Court order that Fleming be required to remove Meierkord from the title and mortgage in the event of a buyout of the Property.

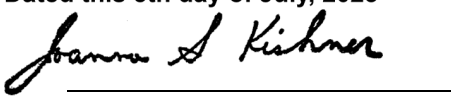
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(4) The Court denies both Fleming's Motion to Amend and Meierkord's Motion to Amend due to the speculative and advisory nature of the requests contained therein.

IT IS SO ORDERED.

Dated this 5th day of July, 2023



EF4 7D5 C63B 4448
Joanna S. Kishner
District Court Judge

Dated this 1st day of July 2023.

By: /s/ *Charles L. Geisendorf*
Charles L. Geisendorf, Esq.
Nevada Bar No. 6985
Charles L. Geisendorf, Ltd.
7935 W. Sahara Avenue, Suite 102
Las Vegas, NV 89117
Attorney for Tara Meierkord

Dated this 1st day of July 2023.

By: /s/ *Amy L. Sugden*
Amy L. Sugden, Esq.
Nevada Bar No. 9983
Sugden Law
9728 Gilespie St.
Las Vegas, NV 89183
Attorney for Christopher Fleming

Subject: RE: June 1 Order
Date: Sunday, July 2, 2023 at 5:55:55 PM Central Daylight Time
From: Charles Geisendorf
To: Amy Sugden

Hi Amy,

I approve. You may submit the order with my e-signature.

Yours,

Charles L. Geisendorf, Esq.
7900 W. Sahara Ave., Ste. 100
Las Vegas, Nevada 89117
Tel: 702-873-5868
Email: charles@clgltd.com

CONFIDENTIALITY NOTICE. This communication contains information which (a) may be legally privileged, confidential, or otherwise protected by law from disclosure, and (b) is intended only for the use of the addressee/s named. If you are not the addressee, or the person responsible for delivering this to the addressee/s, you are hereby notified that reading, copying, or distributing this communication is prohibited. If you have received this communication in error, please notify the sender immediately by calling (702) 873-5868.

From: Amy Sugden <amy@sugdenlaw.com>
Sent: Saturday, July 1, 2023 8:35 AM
To: Charles Geisendorf <charles@clgltd.com>
Subject: Re: June 1 Order

Thanks Charles.

I read the transcript this and put together the attached that addresses both motions to amend. Let me know what you think and if want to expand upon.

Amy

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Tara Meierkord, Plaintiff(s) vs. Christopher Fleming, Defendant(s)	CASE NO: A-20-820498-C DEPT. NO. Department 31

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order Denying 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: 7/5/2023

Charles Geisendorf	charles@clgltd.com
Amy Sugden	amy@sugdenlaw.com

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Steven D. Grierson
CLERK OF THE COURT

NEO
AMY L. SUGDEN, ESQ.
Amy L. Sugden, Bar No. 9983
9728 Gilespie St.
Las Vegas, Nevada 89183
Telephone: (702) 625-3605

Attorney for Defendant
Christopher Fleming

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

*****

TARA MEIERKORD, an individual, Plaintiff, vs. CHRISTOPHER FLEMING, an individual; and DOE Individuals I-X, inclusive and ROE CORPORATIONS XI through XX, inclusive, Defendants.	Case No.: A-20-820498-C Dept. No.: Department 31

NOTICE OF ENTRY OF ORDER DENYING DEFENDANT CHRISTOPHER FLEMING'S MOTION TO ALTER OR AMEND THE FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT AND DENYING PLAINTIFF TARA MEIERKORD'S MOTION TO AMEND FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT

YOU, and each of you, will please take notice that an Order Denying Defendant Christopher Fleming's Motion to Alter or Amend the Findings of Fact and Conclusions of Law and Judgment and Denying Plaintiff Tara Meierkord's Motion to Amend Findings of Fact and Conclusion of Law and Judgment in the above-entitled matter was filed and entered by the Clerk of the above-entitled Court

Case Number: A-20-820498-C

the 5th day of July, 2023, a copy of which is attached hereto.

Dated August 8, 2023

SUGDEN LAW

By: /s/ Amy L. Sugden
AMY L. SUGDEN, ESQ.
Nevada Bar No. 9983
9728 Gilespie St.
Las Vegas, Nevada 89183
Telephone: (702) 625-3605

Attorney for Defendant Christopher Fleming

CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b)(2)(D) and E.D.C.R. 8.05, I hereby certify that on this day, I caused a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER DENYING DEFENDANT CHRISTOPHER FLEMING'S MOTION TO ALTER OR AMEND THE FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT AND DENYING PLAINTIFF TARA MEIERKORD'S MOTION TO AMEND FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT** to be served to all registered parties, via the Court's Electronic Filing System.

Dated: August 8, 2023

/s/ *Amy L. Sugden*
Attorney

ELECTRONICALLY SERVED
7/5/2023 1:30 PM

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07/05/2023 1:28 PM
CLERK OF THE COURT

ORDR
AMY L. SUGDEN, ESQ.
Amy L. Sugden, Bar No. 9983
9728 Gilespie St.
Las Vegas, Nevada 89183
Telephone: (702) 307-1500

Attorney for Defendant
Christopher Fleming

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

*****

TARA MEIERKORD, an individual, Plaintiff, vs. CHRISTOPHER FLEMING, an individual; and DOE Individuals I-X, inclusive and ROE CORPORATIONS XI through XX, inclusive, Defendants.	Case No.: A-20-820489-C Dept. No.: Department 31

ORDER DENYING DEFENDANT CHRISTOPHER FLEMING'S MOTION TO ALTER OR AMEND THE FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT AND DENYING PLAINTIFF TARA MEIERKORD'S MOTION TO AMEND FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT

This matter having come for hearing on the 1st day of June, 2023 at 10:00 a.m., the Honorable Joanna Kishner presiding, Charles Geisendorf, Esq. appearing on behalf of Plaintiff Tara Meierkord ("Plaintiff" or "Meierkord") and Amy L. Sugden, Esq. appearing on behalf of Defendant Christopher Fleming ("Defendant" or "Fleming"). Defendant having filed a Motion to Alter or Amend the Findings of Fact and Conclusions of Law and Judgment ("Fleming's Motion to Amend"). Plaintiff having filed an Opposition to the same and a separate Motion to Amend Findings of Fact and Conclusions of Law and Judgment ("Meierkord's Motion to Amend"), Defendant having filed a Reply

Case Number: A-20-820498-C

in Support of Fleming's Motion to Amend and Opposition to Meierkord's Motion to Amend, and the issues being fully argued by counsel and the Court being fully advised and good cause appearing therefore finds as follows:,

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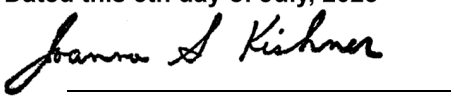
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(4) The Court denies both Fleming's Motion to Amend and Meierkord's Motion to Amend due to the speculative and advisory nature of the requests contained therein.

IT IS SO ORDERED.

Dated this 5th day of July, 2023



EF4 7D5 C63B 4448
Joanna S. Kishner
District Court Judge

Dated this 1st day of July 2023.

By: /s/ *Charles L. Geisendorf*
Charles L. Geisendorf, Esq.
Nevada Bar No. 6985
Charles L. Geisendorf, Ltd.
7935 W. Sahara Avenue, Suite 102
Las Vegas, NV 89117
Attorney for Tara Meierkord

Dated this 1st day of July 2023.

By: /s/ *Amy L. Sugden*
Amy L. Sugden, Esq.
Nevada Bar No. 9983
Sugden Law
9728 Gilespie St.
Las Vegas, NV 89183
Attorney for Christopher Fleming

Subject: RE: June 1 Order
Date: Sunday, July 2, 2023 at 5:55:55 PM Central Daylight Time
From: Charles Geisendorf
To: Amy Sugden

Hi Amy,

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Yours,

Charles L. Geisendorf, Esq.
7900 W. Sahara Ave., Ste. 100
Las Vegas, Nevada 89117
Tel: 702-873-5868
Email: charles@clgltd.com

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From: Amy Sugden <amy@sugdenlaw.com>
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DISTRICT COURT
CLARK COUNTY, NEVADA

Tara Meierkord, Plaintiff(s) vs. Christopher Fleming, Defendant(s)	CASE NO: A-20-820498-C DEPT. NO. Department 31

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Service Date: 7/5/2023

Charles Geisendorf	charles@clgltd.com
Amy Sugden	amy@sugdenlaw.com

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03/15/2023 2:04 PM
CLERK OF THE COURT

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EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

TARA MEIERKORD, an individual, Plaintiff, vs. CHRISTOPHER FLEMING, an individual; and DOE Individuals I-X, inclusive and ROE CORPORATIONS XI through XX, inclusive, Defendants.	Case No.: A-20-820498-C Dept. No.: Department 31

FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT

On October 7, 2022, Plaintiff Tara Meierkord ("Plaintiff" or "Meierkord"), by and through her counsel, Charles Geisendorf, Esq., and Defendant Christopher Fleming ("Defendant" or "Fleming"), by and through his counsel, Amy L. Sugden, Esq. appeared for trial, and occurring day to day thereafter.

After this Court considered the evidence and testimony, the relevant legal authorities, and the oral arguments of counsel, and good cause appearing, this Court makes the following findings of fact and conclusions of law and judgment as to the following causes of action: Partition of Subject Property and Declaratory Relief.

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

Statistically closed: USJR - CV - Bench Trial - Judgment Reached (USJRBT)

I. FINDINGS OF FACT

1. Meierkord and Fleming acquired title to a single-family residence located at 37 Carolina Cherry Drive, Las Vegas, NV 89141, and recognized as Clark County Assessor's Parcel Number 191-07-510-050 ("Subject Property" or "Property") as joint tenants, by Grant, Bargain, Sale Deed, dated January 21, 2014, and recorded in the Official Records of the Clark County Recorder's Office as Instrument No. 20140120000904. Ex. 10

2. The purchase price of the Subject Property was Seven Hundred Sixty-Two Thousand, Five Hundred Twenty-Seven Thousand Dollars ($762,527.000). Ex.6

3. As part of the purchase of the Subject Property, Meierkord and Fleming executed a Note and Deed of Trust, promising to pay Six Hundred Forty-Eight Thousand One Hundred Forty-Seven Dollars ($648,147.00) plus interest at a year rate of 4.875%. Ex.4

4. Fleming paid, by liquidating his individual employee stock, the entirety of the down payment and associated closing costs for the Subject Property as part of the January 21, 2014, close of escrow in the amount of Ninety-Three Thousand Nine Hundred Seventy-Seventy Dollars and Seven Cents ($93,977.07). Ex. 6, Testimony of Fleming.

5. Additionally, as part of the January 21, 2014, close of escrow, Fleming paid, via a loan from his 401k, the Twenty-Five Thousand Dollars ($25,000.00) in operating costs required and Twenty-Five Thousand Dollar ($25,000.00) required deposit. Thus, the total that Fleming contributed to the

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

initial purchase of the Property was One-Hundred Forty-Three Thousand, Nine Hundred Seventy-Seven Dollars and Seven Cents ($143,977.07). Ex. 6, Testimony of Fleming. There is no evidence that Meierkord contributed any monies to the complete close of escrow.

6. Meierkord and Fleming, as a non-married couple, moved into the Subject Property on or about the end of January 2014.

7. Based on the evidence provided via testimony and exhibits, the parties agreed that they would share the financial aspects of the house. The parties also agreed to share all the expenses of the household approximately equally the entire time they were together. There was no written, income-pooling, agreement between the parties; but, both parties set forth that each party had contributed to the house either directly or indirectly.

8. Meierkord and Fleming continued to live together in the Subject Property with their four children until January 2017, when their personal relationship terminated with Meierkord moving out of the Property in January 2017.

9. Meierkord left most of the furniture in the Property where Fleming remained on Carolina Cherry. Meierkord also testified that she had to cash out a significant portion of 401K to pay for the move and to purchase furnishings for a new home. Meierkord testimony.

10. After moving out, for a disputed time period, the parties continued splitting the family expenses of the Property, utilities, insurance, car payments, childcare, food, clothing, and travel. The amount of the cost sharing was also

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

disputed between the parties.

11. As part of her payment for family expenses, Meierkord testified that she paid over $5,000.00 in monthly dues for Fleming's social club membership and gave him the rental income from her Desert Wind Drive rental property, while she paid the rental property's mortgage, taxes, HOA dues, maintenance, and homeowner's insurance.

12. Since their separation, Fleming had made late mortgage payments from August 2017 through November 2017.

13. Fleming has also failed to pay the Property's HOA assessments causing the Property to be set for a foreclosure sale at some point.

14. In addition, Fleming failed to pay the homeowner's insurance on the Property causing the mortgage company to step-in in May 2021 and insure the Property with a force-placed hazard insurance policy.

15. When Meierkord moved out of the Property in January 2017, the parties agreed that Fleming would stay in the Property and be responsible for the upcoming monthly payments set forth above.

16. At different time periods since 2017, Meierkord had requested Fleming to refinance the Property or sell the Property and split the proceeds, but as of the time of trial no refinance or sale has taken place.

17. The balance on the mortgage, as of the date of trial, for the Subject Property is approximately $550,000.00.

18. Meierkord initiated this action on September 1, 2020, seeking a partition by sale of the Subject Property since she contended the Property is a

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

single-family residence and cannot be physically divided, and a declaratory relief order to determine the parties' respective shares in the Subject Property.

19. Fleming opposed the partition of the Subject Property. While the facts were disputed, Fleming asserted that he is the only one who has contributed financially to the original ownership of the Property and for the time period since Meierkord moved out in 2017. As a result of his contentions, Fleming asserted that equity does not require a forced sale of the home in which he continues to reside with the four children he shares with Meierkord.

II. CONCLUSIONS OF LAW

1. This case concerns claims for partition of real property pursuant to NRS Chapter 39 and declaratory relief. NRS 39.010 provides that any person holding title to real property as joint tenant may bring an action for partition of said real property according to the rights of the persons holding title thereto. This Court is tasked with ascertaining and determining the shares or interest held by the cotenants. NRS 39.010 & 39.080. If "partition cannot be made without great prejudice to the owners or if the owners consent to a sale," the Court may order a sale of the real property and a division of the proceeds in accordance with the parties' respective interests. NRS 39.010 & 39.120.

2. Though Nevada has a statutory partition process (NRS 39.010-490) a partition action is an equitable one in which the courts will apply the broad principles of equity. *Kent v. Kent*, 108 Nev. 398, 398 (1992). A fundamental goal of the Court in partitioning real property is to divide the property so as to be fair and equitable and to confer no unfair advantage on any co-tenant. *Id*.

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

3. A sale of the Property, if ordered by the Court, is conducted pursuant to specific provisions of NRS Chapter 39, including without limitation NRS 39.250 to 39.280, inclusive, NRS 39.340 to 39.350, inclusive, and other relevant provisions.

4. In a partition action, the Court does not consider the convenience (or inconvenience) to the parties when determining whether a party may partition. *Wolford v. Wolford*, 65 Nev. 710, 715–16, 200 P.2d 988, 991 (1948).

5. The Court must weigh the prejudice to the parties and strive "to do the least possible injury to" the owners. *Kent v. Kent*, 108 Nev. 398, 402, 835 P.2d 8, 10 (1992) (quoting *Dall v. The Confidence Silver Mining Co*., 3 Nev. 531, 535 (1868). [T]he fundamental goal of partition is to divide the property so as to be fair and equitable and confer no unfair advantage on any of the cotenants." *Kent*, 108 Nev. at 402, 835 P.2d at 10.

6. Either the Court or a Court-appointed Master may partition property. NRS 39.120.

7. The Court or Master can partition in kind or by sale. "Partition in kind" is the division of property into "physically distinct and separately titled parcels." NRS 39.640. Partition by sale results in a Court-ordered sale of the property. NRS 39.635.

8. If the Court cannot partition the property without causing great prejudice, it may order partition by sale. NRS 39.210, NRS 39.010; NRS 39.120; *see also Wolford v. Wolford*, 65 Nev. 710, 716–17, 200 P.2d 988, 991 (1948)(affirming a district court's decision to order a sale of property in a partition

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

action because the property consisted of a single lot in a city with a house on the lot that could not be physically divided). The Court can order partition by sale, by public auction, or private sale to the highest bidder. NRS 39.270(1) (2019). In the order directing the sale, the Court must set the terms of the sale. NRS 39.280.

9. Meierkord contends that partition of the Property is not warranted in this case because the property is a single-family residence and cannot be physically divided. Therefore, Meierkord requests that this Court enter an order to sell the Property. Meierkord further contended that the net proceeds of the property should be divided equally as Fleming donated any funds he used. In contrast, Fleming asserted that he was financially responsible for the property and that Meierkord should not receive any portion of the property. Fleming also contended that there should not be any partition or sale of the property. In the present case, the Court finds that there is both an option for Fleming to purchase Meierkord.

10. As set forth herein, the Court finds that Meierkord has not shown that Fleming showed a donative intent for all the sums he paid at the time of purchase, i.e. the One-Hundred Forty-Three Thousand, Nine Hundred Seventy-Seven Dollars and Seven Cents ($143,977.07). Instead, the evidence demonstrated that based on an agreement between the parties, they were to share the costs and expenses rather than he paying all of the expenses related to the purchase of the house. As such, Meierkord has shown that she is entitled to a share of the Property's value either established through appraisal and buy

out or via partition by sale. Meierkord's compensation for her ownership portion of the Property, however, is reduced by the amount that Meierkord should have paid for her portion of the deposit, down payment, etc. which would have been half of those sums owed - i.e $71,988.53. Similarly, as set forth further herein, Fleming failed to establish that he should receive the property entirely rather than the parties owning the Property equally, via a joint tenancy, but subject to his receiving a reimbursement for what would be viewed as Meierkord's half of what he paid at the time of purchase for the down payment, deposit, etc, - i.e $71,988.53, pursuant to the parties agreement to share costs and expenses. As set forth herein, the partition can be accomplished by Fleming either buying out Meierkord's interest, based on a neutral appraisal and taking into account the reimbursement he is owed; or by the property being sold and if there are sufficient net proceeds, Fleming receiving his reimbursement from those net proceeds and then the remaining net proceeds (if any) being split equally.

11. In Nevada, two unmarried co-habitants owning real property can hold property in one of two ways: joint tenancy or as tenants-in-common. Here, the parties hold title to the Property as joint tenants, which may be created by a deed and in accordance with the provisions of NRS 111.065. By executing the January 21, 2014, Grant, Bargain, Sale Deed, the parties created a valid joint tenancy.

12. Nevada Courts have recognized the principle of joint tenants presumably holding equal shares. *See Gorden* v. *Gorden,* 93 Nev. 494, 569 P.2d 397 (1977). Further, in Nevada, placing of property by one party into joint

tenancy with another party may be viewed to be a gift of one-half the value of the property. *See e.g. Gorden* v. *Gorden,* 93 Nev. 494, 497, 569 P.2d 397 (1977).

13. Fleming relies on *Sack v. Tomlin*, 110 Nev. 204, 213 (Nev. 1994). He contends that *Sack* sets forth that there is a presumption that where co-tenants unequally share in the purchase price of property, "the cotenants intended to share in proportion to the amount contributed to the purchase price." *Sack v. Tomlin,* 110 Nev. at 210, 871 P.2d at 303. He further contends that *Sack* provides that: "However, unequal contributions toward acquisition of property by cotenants who are not related and show no donative intent can rebut the presumption of equal shares. *Id*.

14. In contrast, Meierkord contends that the controlling case in this matter is *Howard v. Hughes*, 427 P.3d 1045 (Nev. 2018). In this proceeding, the Court was asked to clarify the property interest presumptions outlined in *Sack v. Tomlin,* 110 Nev. 204, 871 P.2d 298 (1994), and *Langevin v. York,* 111 Nev. 1481, 907 P.2d 981 (1995). Under *Sack,* co-tenants are presumed to equally share property "unless circumstances indicate otherwise." *Sack,* 110 Nev. at 213, 871 P.2d at 304. Additionally, the presumption of equal shares may be rebutted through unequal contributions to property by unrelated co-tenants who lack donative intent. *Id.* If successfully rebutted, fractional shares are based on the amount contributed by each party. *Id. Langevin* purportedly applied the *Sack* presumptions to joint tenants, but it divided property in proportion to the amount contributed by each party without clearly rebutting the presumption of equal ownership. *Langevin,* 111 Nev. at 1485-86, 907 P.2d at 984.

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

15. The *Hughes* Court clarified that the presumptions from *Sack* concerning tenants-in-common apply to joint tenants. As such, prior to dividing fractional shares held by co-tenants, the initial presumption of equal ownership must be successfully rebutted. The Court held that because *Hughes* rebutted the secondary presumption by presenting substantial evidence of *Howard's* donative intent, Howard and Hughes were joint tenants with equal ownership interests in the property.

16. The Court, in *Hughes*, reasoned that *Hughes* presented overwhelming evidence of *Howard's* donative intent, thereby demonstrating that the parties intended to share the property equally. First, because Howard and Hughes own the property as joint tenants, the District Court began with the presumption that they share the property equally. The District Court then found that *Howard* rebutted the initial presumption of equal ownership when she paid the entire purchase price of the property. Having rebutted the first presumption, *Howard* was presumed to be the full owner, and the burden shifted to *Hughes* to prove either that he and *Howard* are related, or that *Howard* possessed sufficient donative intent. In that vein, the District Court went on to conclude that *Hughes* provided "clear and convincing evidence of Ms. Howard's donative intent at the time of the transfer—thereby rebutting the secondary presumption." Specifically, the District Court found that *Howard* intended to gift *Hughes* an equal share as a joint tenant when she executed the quitclaim deed.

17. "Determining a donor's donative intent and beliefs is a question for the fact-finder...." *In re Irrevocable Tr. Agreement of 1979,* 130 Nev. 597, 608,

331 P.3d 881, 888 (2014). "In Nevada, a valid ... donative transfer requires a donor's intent to voluntarily make a present transfer of property to a donee without consideration, the donor's actual or constructive delivery of the gift to the donee, and the donee's acceptance of the gift." *Id.* at 603, 331 P.3d at 885. Further, "[w]here an individual obtains possession of property pursuant to a written agreement establishing a joint tenancy, the law generally presumes that such agreement is conclusive, and a donative intent is presumed on the part of the predeceasing tenant." 48A C.J.S. *Joint Tenancy* § 10 n.8 (2014).

18. When one party transfers real property to himself and another, as joint tenants without consideration, there is a presumption that said transfer is a gift of one-half the value of the property. *Gorden,* 93 Nev. at 497.

19. Here, as noted above, Fleming executed a Grant, Bargain, Sale Deed placing title to the Property to himself and Meierkord as joint tenants. The ordinary consequence of that voluntary action is that he and Meierkord hold title to the Property as joint tenants. The presumption of joint tenancy is that they own the property in equal shares. The deed at issue here was duly recorded. Thus, the next step in the Court's inquiry is to determine if Fleming has shown that he did not intend a transfer of one-half the value of the Property, i.e. was there a donative intent.

20. In response, Meierkord demonstrated that the joint tenancy was not terminated when Meierkord moved out of the Property in January 2017.

21. In the present case, there was conflicting evidence of Fleming's intent. There was no written instrument other than the deed which addressed the

joint tenancy. While the trust executed on behalf of the parties included the property, it also had a provision regarding separate property so that exhibit does not demonstrate Fleming's intent. In addition, Fleming testified that he did not understand the implication of titling the property in joint tenancy. It was further undisputed that he used his sole and separate property to pay for the down payment and some other costs. Significantly, both parties set forth that there was an agreement to share their costs and expenses, including the costs and expenses related to the Property. It is this agreement between the parties that takes this case out of a general joint tenancy presumption and, instead, demonstrates that the Court's ruling should be consistent with terms of the parties own agreement to "share costs and expenses" including those related to the Property.

22. Based on the totality of the evidence, it is clear that Fleming has contributed significantly more than Meierkord to the ownership of the Property. Fleming provided the entirety of the closing costs, in the amount of $93,977.07, from liquidating his employee stock; and, also provided the requisite $50,000.00 needed in operating expenses and deposit for a total amount of One-Hundred Forty-Three Thousand, Nine Hundred Seventy-Seven Dollars and Seven Cents ($143,977.07). The parties closed on the Property on January 21, 2014.

23. Thus, under both the applicable case law and equity, Fleming's contributions to the Property should be accounted for in the present action. See e.g. *Sack v. Tomlin*, 110 Nev. 204, 206-07 (Nev. 1994) (holding the district court erred when it ignored appellant's request for contribution stating: "In addition,

appellant is entitled to contribution for one-half of the last five mortgage payments that she made alone."). The inquiry does not end there, however, as the Court must also take into account the agreement of the parties to "share" in the Property as well as all the costs and monies owed therewith. While the parties dispute how much each contributed outside of the closing statement funds provided by Fleming, both parties conceded that their arrangement was to "share" the house and its attendant costs.

24. From the evidence, it is also clear that Meierkord sought to be released from her mortgage obligations and the fact that she remains on the title and loan is due to Fleming. Thus, although Fleming sets forth the date of valuation should be 2017, when Meierkord moved out, the Court finds that the date of valuation should be 2023 as that more accurately reflects the ongoing obligations of the parties to the property and given the Court's broad equitable and statutory powers under NRS Chapter 39. Therefore, the correct date for valuing the Property is the date of sale.

25. According to *Langevin v. York,* 111 Nev. 1481, 1484, 907 P.2d 981 (1995), where co-tenants contributed unequally to the purchase price of real property: The proper approach would be to first determine the respective ownership interest of the parties whether equal or otherwise. Upon sale of the property, there should be a determination of the share of each in the net proceeds according to those interests. Then, any claims that one party may have against the other should be deducted from the share of the party to be charged, and that of the other party should be increased accordingly. Consistent

with the caselaw and the evidence presented, the Court finds that Fleming established that he contributed One-Hundred Forty-Three Thousand, Nine Hundred Seventy-Seven Dollars and Seven Cents ($143,977.07) to the purchase price of the house. The evidence further shows that based on the parties agreement, he was to share the costs relating to the purchase of the house. As the only evidence presented was that the "sharing agreement" was intended to mean that each party "equally shared" the costs and benefits of the house as it was not only for their benefit but for that of their children. Accordingly, the Court finds that in accordance with the applicable case law including *Langevin*, Fleming would be entitled to receive half of the $143,977.07 - i.e. $71,988.53 from any net proceeds, then the parties would split the remaining net proceeds equally (50-50).

26. The reasoning for Fleming receiving half of what he paid for the down payment and other purchase-related expenses from the net proceeds prior to the remaining proceeds being split equally, is that the parties were to "share" the costs and expenses equally. In accordance with that agreement between the parties, and which is consistent with the concept of joint tenancy, each party should have contributed half of the home purchasing deposits, down payment, and related expenses. There was no evidence that Meierkord paid for her half of those costs; and thus, Fleming is entitled to recover, from the net proceeds of the sale, a reimbursement for the funds that he advanced in excess of their agreement to "share" the costs and expenses. As neither party met their burden that the sharing agreement was anything other than a fifty-fifty arrangement, the

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Court is enforcing the parties' intention. To the extent that Meierkord contends that Fleming showed donative intent to pay all the home purchasing down payment, deposit, etc., she has failed to meet her burden. The mere placement of the house in joint tenancy, given the agreement of the parties to share expenses both when they were living together and afterward, combined with the fact that the house remained in joint tenancy despite Fleming taking on the responsibility to pay the mortgage HOA and other bills, further evidences that there was no donative intent. Instead, while it is accurate that Fleming did not always meet his obligation to pay the HOA, insurance, and mortgage, Meierkord did not establish how those failures entitled her to a larger percentage of the proceeds than she otherwise would receive. At the same time, the Court has to take into account that Fleming lived in the house while Meierkord had to find an alternative living arrangement.

27. Other than the documentary evidence establishing that Fleming paid the down payment, deposit, etc., from his own funds, neither party demonstrated what other payments they made during the eleven years they were together, or after Meierkord moved out in 2017, in any sum certain for the Court to take into account. Accordingly, both pursuant to the applicable statutes and case law (and the same result would occur independently in equity), Fleming should receive reimbursement for paying Meierkord's half of the purchase related amounts - i.e. $71,988.53 and then the parties should split equally any remaining net proceeds. As also set forth herein, this can be accomplished via a buyout of Meierkord's interest or via a partition by sale.

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ORDER

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, and DECREED that Plaintiff's Partition action is GRANTED in PART.

IT IS FURTHER HEREBY ORDERED, ADJUDGED, and DECREED that the parties shall immediately have the property appraised by a mutually agreeable appraiser who regularly conducts business in Clark County, Nevada, with each party paying half of the appraisal fee. If the parties cannot agree upon an appraiser, then they each shall hire, at his/her own cost, a licensed appraiser to appraise the Property. The parties can then either agree to average the two appraisals; or, if they cannot agree, then the parties shall file an application for setting to put this matter on calendar for the Court to designate the appraisal price based on each party providing the Court with the full appraisal performed by his/her respective licensed appraiser and the curriculum vitae of each appraiser.

IT IS FURTHER HEREBY ORDERED, ADJUDGED, and DECREED that within thirty (30) calendar days after the agreed-upon or Court-ordered appraisal has been provided to Fleming's counsel, Fleming shall either: a) buy out Meierkord's share in the property, minus the amount of $71,988.53, which represents his overpayment of the down payment, deposit, and other purchase-related expenses paid by Fleming; or b) provide written notice to Meierkord, via her counsel, that Fleming declines to exercise his option to buy out Meierkord and choses to have the property sold.

IT IS FURTHER HEREBY ORDERED, ADJUDGED, and DECREED that if Fleming declines to exercise the option to buy out Meierkord, within 30 calendar days of such notification (unless the parties jointly agree upon a

different time frame) the parties shall list the property for sale with a mutually-agreeable Realtor who regularly conducts business in Clark County, Nevada. If the parties cannot agree upon a Realtor, then they shall file a Joint Motion wherein each party lists two Realtors, and the terms and conditions of such representation by such Realtor, including the percentage fee charged and their curriculum vitaes, and the Court will designate a Realtor.

IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED that if Fleming chooses not to buy out Meierkord as set forth herein, then upon the sale of the property, after all sums owed to third parties for mortgage, HOA utilities, Realtor commission, etc. are paid, then Fleming may deduct from the net proceeds the amount of $71,988.53, and then the parties are to share equally any remaining net proceeds. If the sale results in there being less than $71,988.53, then Fleming is entitled to receive the amount of net proceeds available and has no further claim against Meierkord as the risk of a lower sales price should be borne equally between the parties based on the joint tenancy.

All remaining claims for relief raised by the parties are denied.

Dated this 15th day of March, 2023.

Dated this 15th day of March, 2023

Joanna S Kishner

068 B55 24C6 C8EE
Joanna S. Kishner
District Court Judge

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Tara Meierkord, Plaintiff(s) vs. Christopher Fleming, Defendant(s)	CASE NO: A-20-820498-C DEPT. NO. Department 31

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: 3/15/2023

Charles Geisendorf	charles@clgltd.com
Amy Sugden	amy@sugdenlaw.com

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Steven D. Grierson
CLERK OF THE COURT

NEFF

CHARLES L. GEISENDORF, LTD.
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Email: charles@clgltd.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

TARA MEIERKORD, an individual,

Plaintiff,

vs.

CHRISTOPHER FLEMING, an individual, and DOE individuals I through X, inclusive; and ROE corporations XI through XX, inclusive,

Defendants.

Case No.: A-20-820498-C
Dept. No.: 31

Notice of Entry of Findings of Fact and Conclusions of Law and Judgment

TO: ALL INTERESTED PARTIES AND THEIR COUNSEL OF RECORD

PLEASE TAKE NOTICE that the attached Findings of Fact and Conclusions of Law and Judgment was duly entered in the above-referenced case on March 15, 2023.

Dated: March 24, 2023

CHARLES L. GEISENDORF, LTD.

/s/ Charles L. Geisendorf
Charles L. Geisendorf, Esq. (6985)

CHARLES L. GEISENDORF, LTD.
7900 W. Sahara Avenue, Suite 100 – Las Vegas, Nevada 89117
Phone: 702.873.5868

Case Number: A-20-820498-C

CERTIFICATE OF SERVICE

I hereby certify that on March 24, 2023, I served the following document(s):

A copy of the preceding **Notice of Entry of Findings of Fact and Conclusions of Law and Judgment.**

- By Electronic Transmission: by transmitting the document to the parties registered to receive service for this case via this Court's mandatory e-service system.

/s/ Charles L. Geisendorf
An employee of Charles L. Geisendorf, Ltd.

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EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

TARA MEIERKORD, an individual, Plaintiff, vs. CHRISTOPHER FLEMING, an individual; and DOE Individuals I-X, inclusive and ROE CORPORATIONS XI through XX, inclusive, Defendants.	Case No.: A-20-820498-C Dept. No.: Department 31

FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT

On October 7, 2022, Plaintiff Tara Meierkord ("Plaintiff" or "Meierkord"), by and through her counsel, Charles Geisendorf, Esq., and Defendant Christopher Fleming ("Defendant" or "Fleming"), by and through his counsel, Amy L. Sugden, Esq. appeared for trial, and occurring day to day thereafter.

After this Court considered the evidence and testimony, the relevant legal authorities, and the oral arguments of counsel, and good cause appearing, this Court makes the following findings of fact and conclusions of law and judgment as to the following causes of action: Partition of Subject Property and Declaratory Relief.

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I. FINDINGS OF FACT

1. Meierkord and Fleming acquired title to a single-family residence located at 37 Carolina Cherry Drive, Las Vegas, NV 89141, and recognized as Clark County Assessor's Parcel Number 191-07-510-050 ("Subject Property" or "Property") as joint tenants, by Grant, Bargain, Sale Deed, dated January 21, 2014, and recorded in the Official Records of the Clark County Recorder's Office as Instrument No. 20140120000904. Ex. 10

2. The purchase price of the Subject Property was Seven Hundred Sixty-Two Thousand, Five Hundred Twenty-Seven Thousand Dollars ($762,527.000). Ex.6

3. As part of the purchase of the Subject Property, Meierkord and Fleming executed a Note and Deed of Trust, promising to pay Six Hundred Forty-Eight Thousand One Hundred Forty-Seven Dollars ($648,147.00) plus interest at a year rate of 4.875%. Ex.4

4. Fleming paid, by liquidating his individual employee stock, the entirety of the down payment and associated closing costs for the Subject Property as part of the January 21, 2014, close of escrow in the amount of Ninety-Three Thousand Nine Hundred Seventy-Seventy Dollars and Seven Cents ($93,977.07). Ex. 6, Testimony of Fleming.

5. Additionally, as part of the January 21, 2014, close of escrow, Fleming paid, via a loan from his 401k, the Twenty-Five Thousand Dollars ($25,000.00) in operating costs required and Twenty-Five Thousand Dollar ($25,000.00) required deposit. Thus, the total that Fleming contributed to the

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initial purchase of the Property was One-Hundred Forty-Three Thousand, Nine Hundred Seventy-Seven Dollars and Seven Cents ($143,977.07). Ex. 6, Testimony of Fleming. There is no evidence that Meierkord contributed any monies to the complete close of escrow.

6. Meierkord and Fleming, as a non-married couple, moved into the Subject Property on or about the end of January 2014.

7. Based on the evidence provided via testimony and exhibits, the parties agreed that they would share the financial aspects of the house. The parties also agreed to share all the expenses of the household approximately equally the entire time they were together. There was no written, income-pooling, agreement between the parties; but, both parties set forth that each party had contributed to the house either directly or indirectly.

8. Meierkord and Fleming continued to live together in the Subject Property with their four children until January 2017, when their personal relationship terminated with Meierkord moving out of the Property in January 2017.

9. Meierkord left most of the furniture in the Property where Fleming remained on Carolina Cherry. Meierkord also testified that she had to cash out a significant portion of 401K to pay for the move and to purchase furnishings for a new home. Meierkord testimony.

10. After moving out, for a disputed time period, the parties continued splitting the family expenses of the Property, utilities, insurance, car payments, childcare, food, clothing, and travel. The amount of the cost sharing was also

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disputed between the parties.

11. As part of her payment for family expenses, Meierkord testified that she paid over $5,000.00 in monthly dues for Fleming's social club membership and gave him the rental income from her Desert Wind Drive rental property, while she paid the rental property's mortgage, taxes, HOA dues, maintenance, and homeowner's insurance.

12. Since their separation, Fleming had made late mortgage payments from August 2017 through November 2017.

13. Fleming has also failed to pay the Property's HOA assessments causing the Property to be set for a foreclosure sale at some point.

14. In addition, Fleming failed to pay the homeowner's insurance on the Property causing the mortgage company to step-in in May 2021 and insure the Property with a force-placed hazard insurance policy.

15. When Meierkord moved out of the Property in January 2017, the parties agreed that Fleming would stay in the Property and be responsible for the upcoming monthly payments set forth above.

16. At different time periods since 2017, Meierkord had requested Fleming to refinance the Property or sell the Property and split the proceeds, but as of the time of trial no refinance or sale has taken place.

17. The balance on the mortgage, as of the date of trial, for the Subject Property is approximately $550,000.00.

18. Meierkord initiated this action on September 1, 2020, seeking a partition by sale of the Subject Property since she contended the Property is a

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single-family residence and cannot be physically divided, and a declaratory relief order to determine the parties' respective shares in the Subject Property.

19. Fleming opposed the partition of the Subject Property. While the facts were disputed, Fleming asserted that he is the only one who has contributed financially to the original ownership of the Property and for the time period since Meierkord moved out in 2017. As a result of his contentions, Fleming asserted that equity does not require a forced sale of the home in which he continues to reside with the four children he shares with Meierkord.

II. CONCLUSIONS OF LAW

1. This case concerns claims for partition of real property pursuant to NRS Chapter 39 and declaratory relief. NRS 39.010 provides that any person holding title to real property as joint tenant may bring an action for partition of said real property according to the rights of the persons holding title thereto. This Court is tasked with ascertaining and determining the shares or interest held by the cotenants. NRS 39.010 & 39.080. If "partition cannot be made without great prejudice to the owners or if the owners consent to a sale," the Court may order a sale of the real property and a division of the proceeds in accordance with the parties' respective interests. NRS 39.010 & 39.120.

2. Though Nevada has a statutory partition process (NRS 39.010-490) a partition action is an equitable one in which the courts will apply the broad principles of equity. *Kent v. Kent*, 108 Nev. 398, 398 (1992). A fundamental goal of the Court in partitioning real property is to divide the property so as to be fair and equitable and to confer no unfair advantage on any co-tenant. *Id*.

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3. A sale of the Property, if ordered by the Court, is conducted pursuant to specific provisions of NRS Chapter 39, including without limitation NRS 39.250 to 39.280, inclusive, NRS 39.340 to 39.350, inclusive, and other relevant provisions.

4. In a partition action, the Court does not consider the convenience (or inconvenience) to the parties when determining whether a party may partition. *Wolford v. Wolford*, 65 Nev. 710, 715–16, 200 P.2d 988, 991 (1948).

5. The Court must weigh the prejudice to the parties and strive "to do the least possible injury to" the owners. *Kent v. Kent*, 108 Nev. 398, 402, 835 P.2d 8, 10 (1992) (quoting *Dall v. The Confidence Silver Mining Co*., 3 Nev. 531, 535 (1868). [T]he fundamental goal of partition is to divide the property so as to be fair and equitable and confer no unfair advantage on any of the cotenants." *Kent*, 108 Nev. at 402, 835 P.2d at 10.

6. Either the Court or a Court-appointed Master may partition property. NRS 39.120.

7. The Court or Master can partition in kind or by sale. "Partition in kind" is the division of property into "physically distinct and separately titled parcels." NRS 39.640. Partition by sale results in a Court-ordered sale of the property. NRS 39.635.

8. If the Court cannot partition the property without causing great prejudice, it may order partition by sale. NRS 39.210, NRS 39.010; NRS 39.120; *see also Wolford v. Wolford*, 65 Nev. 710, 716–17, 200 P.2d 988, 991 (1948)(affirming a district court's decision to order a sale of property in a partition

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action because the property consisted of a single lot in a city with a house on the lot that could not be physically divided). The Court can order partition by sale, by public auction, or private sale to the highest bidder. NRS 39.270(1) (2019). In the order directing the sale, the Court must set the terms of the sale. NRS 39.280.

9. Meierkord contends that partition of the Property is not warranted in this case because the property is a single-family residence and cannot be physically divided. Therefore, Meierkord requests that this Court enter an order to sell the Property. Meierkord further contended that the net proceeds of the property should be divided equally as Fleming donated any funds he used. In contrast, Fleming asserted that he was financially responsible for the property and that Meierkord should not receive any portion of the property. Fleming also contended that there should not be any partition or sale of the property. In the present case, the Court finds that there is both an option for Fleming to purchase Meierkord.

10. As set forth herein, the Court finds that Meierkord has not shown that Fleming showed a donative intent for all the sums he paid at the time of purchase, i.e. the One-Hundred Forty-Three Thousand, Nine Hundred Seventy-Seven Dollars and Seven Cents ($143,977.07). Instead, the evidence demonstrated that based on an agreement between the parties, they were to share the costs and expenses rather than he paying all of the expenses related to the purchase of the house. As such, Meierkord has shown that she is entitled to a share of the Property's value either established through appraisal and buy

out or via partition by sale. Meierkord's compensation for her ownership portion of the Property, however, is reduced by the amount that Meierkord should have paid for her portion of the deposit, down payment, etc. which would have been half of those sums owed - i.e $71,988.53. Similarly, as set forth further herein, Fleming failed to establish that he should receive the property entirely rather than the parties owning the Property equally, via a joint tenancy, but subject to his receiving a reimbursement for what would be viewed as Meierkord's half of what he paid at the time of purchase for the down payment, deposit, etc, - i.e $71,988.53, pursuant to the parties agreement to share costs and expenses. As set forth herein, the partition can be accomplished by Fleming either buying out Meierkord's interest, based on a neutral appraisal and taking into account the reimbursement he is owed; or by the property being sold and if there are sufficient net proceeds, Fleming receiving his reimbursement from those net proceeds and then the remaining net proceeds (if any) being split equally.

11. In Nevada, two unmarried co-habitants owning real property can hold property in one of two ways: joint tenancy or as tenants-in-common. Here, the parties hold title to the Property as joint tenants, which may be created by a deed and in accordance with the provisions of NRS 111.065. By executing the January 21, 2014, Grant, Bargain, Sale Deed, the parties created a valid joint tenancy.

12. Nevada Courts have recognized the principle of joint tenants presumably holding equal shares. *See Gorden* v. *Gorden,* 93 Nev. 494, 569 P.2d 397 (1977). Further, in Nevada, placing of property by one party into joint

tenancy with another party may be viewed to be a gift of one-half the value of the property. *See e.g. Gorden* v. *Gorden,* 93 Nev. 494, 497, 569 P.2d 397 (1977).

13. Fleming relies on *Sack v. Tomlin*, 110 Nev. 204, 213 (Nev. 1994). He contends that *Sack* sets forth that there is a presumption that where co-tenants unequally share in the purchase price of property, "the cotenants intended to share in proportion to the amount contributed to the purchase price." *Sack v. Tomlin,* 110 Nev. at 210, 871 P.2d at 303. He further contends that *Sack* provides that: "However, unequal contributions toward acquisition of property by cotenants who are not related and show no donative intent can rebut the presumption of equal shares. *Id*.

14. In contrast, Meierkord contends that the controlling case in this matter is *Howard v. Hughes*, 427 P.3d 1045 (Nev. 2018). In this proceeding, the Court was asked to clarify the property interest presumptions outlined in *Sack v. Tomlin,* 110 Nev. 204, 871 P.2d 298 (1994), and *Langevin v. York,* 111 Nev. 1481, 907 P.2d 981 (1995). Under *Sack,* co-tenants are presumed to equally share property "unless circumstances indicate otherwise." *Sack,* 110 Nev. at 213, 871 P.2d at 304. Additionally, the presumption of equal shares may be rebutted through unequal contributions to property by unrelated co-tenants who lack donative intent. *Id.* If successfully rebutted, fractional shares are based on the amount contributed by each party. *Id. Langevin* purportedly applied the *Sack* presumptions to joint tenants, but it divided property in proportion to the amount contributed by each party without clearly rebutting the presumption of equal ownership. *Langevin,* 111 Nev. at 1485-86, 907 P.2d at 984.

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15. The *Hughes* Court clarified that the presumptions from *Sack* concerning tenants-in-common apply to joint tenants. As such, prior to dividing fractional shares held by co-tenants, the initial presumption of equal ownership must be successfully rebutted. The Court held that because *Hughes* rebutted the secondary presumption by presenting substantial evidence of *Howard's* donative intent, Howard and Hughes were joint tenants with equal ownership interests in the property.

16. The Court, in *Hughes*, reasoned that *Hughes* presented overwhelming evidence of *Howard's* donative intent, thereby demonstrating that the parties intended to share the property equally. First, because Howard and Hughes own the property as joint tenants, the District Court began with the presumption that they share the property equally. The District Court then found that *Howard* rebutted the initial presumption of equal ownership when she paid the entire purchase price of the property. Having rebutted the first presumption, *Howard* was presumed to be the full owner, and the burden shifted to *Hughes* to prove either that he and *Howard* are related, or that *Howard* possessed sufficient donative intent. In that vein, the District Court went on to conclude that *Hughes* provided "clear and convincing evidence of Ms. Howard's donative intent at the time of the transfer—thereby rebutting the secondary presumption." Specifically, the District Court found that *Howard* intended to gift *Hughes* an equal share as a joint tenant when she executed the quitclaim deed.

17. "Determining a donor's donative intent and beliefs is a question for the fact-finder...." *In re Irrevocable Tr. Agreement of 1979,* 130 Nev. 597, 608,

331 P.3d 881, 888 (2014). "In Nevada, a valid ... donative transfer requires a donor's intent to voluntarily make a present transfer of property to a donee without consideration, the donor's actual or constructive delivery of the gift to the donee, and the donee's acceptance of the gift." *Id.* at 603, 331 P.3d at 885. Further, "[w]here an individual obtains possession of property pursuant to a written agreement establishing a joint tenancy, the law generally presumes that such agreement is conclusive, and a donative intent is presumed on the part of the predeceasing tenant." 48A C.J.S. *Joint Tenancy* § 10 n.8 (2014).

18. When one party transfers real property to himself and another, as joint tenants without consideration, there is a presumption that said transfer is a gift of one-half the value of the property. *Gorden,* 93 Nev. at 497.

19. Here, as noted above, Fleming executed a Grant, Bargain, Sale Deed placing title to the Property to himself and Meierkord as joint tenants. The ordinary consequence of that voluntary action is that he and Meierkord hold title to the Property as joint tenants. The presumption of joint tenancy is that they own the property in equal shares. The deed at issue here was duly recorded. Thus, the next step in the Court's inquiry is to determine if Fleming has shown that he did not intend a transfer of one-half the value of the Property, i.e. was there a donative intent.

20. In response, Meierkord demonstrated that the joint tenancy was not terminated when Meierkord moved out of the Property in January 2017.

21. In the present case, there was conflicting evidence of Fleming's intent. There was no written instrument other than the deed which addressed the

joint tenancy. While the trust executed on behalf of the parties included the property, it also had a provision regarding separate property so that exhibit does not demonstrate Fleming's intent. In addition, Fleming testified that he did not understand the implication of titling the property in joint tenancy. It was further undisputed that he used his sole and separate property to pay for the down payment and some other costs. Significantly, both parties set forth that there was an agreement to share their costs and expenses, including the costs and expenses related to the Property. It is this agreement between the parties that takes this case out of a general joint tenancy presumption and, instead, demonstrates that the Court's ruling should be consistent with terms of the parties own agreement to "share costs and expenses" including those related to the Property.

22. Based on the totality of the evidence, it is clear that Fleming has contributed significantly more than Meierkord to the ownership of the Property. Fleming provided the entirety of the closing costs, in the amount of $93,977.07, from liquidating his employee stock; and, also provided the requisite $50,000.00 needed in operating expenses and deposit for a total amount of One-Hundred Forty-Three Thousand, Nine Hundred Seventy-Seven Dollars and Seven Cents ($143,977.07). The parties closed on the Property on January 21, 2014.

23. Thus, under both the applicable case law and equity, Fleming's contributions to the Property should be accounted for in the present action. See e.g. *Sack v. Tomlin*, 110 Nev. 204, 206-07 (Nev. 1994) (holding the district court erred when it ignored appellant's request for contribution stating: "In addition,

appellant is entitled to contribution for one-half of the last five mortgage payments that she made alone."). The inquiry does not end there, however, as the Court must also take into account the agreement of the parties to "share" in the Property as well as all the costs and monies owed therewith. While the parties dispute how much each contributed outside of the closing statement funds provided by Fleming, both parties conceded that their arrangement was to "share" the house and its attendant costs.

24. From the evidence, it is also clear that Meierkord sought to be released from her mortgage obligations and the fact that she remains on the title and loan is due to Fleming. Thus, although Fleming sets forth the date of valuation should be 2017, when Meierkord moved out, the Court finds that the date of valuation should be 2023 as that more accurately reflects the ongoing obligations of the parties to the property and given the Court's broad equitable and statutory powers under NRS Chapter 39. Therefore, the correct date for valuing the Property is the date of sale.

25. According to *Langevin v. York,* 111 Nev. 1481, 1484, 907 P.2d 981 (1995), where co-tenants contributed unequally to the purchase price of real property: The proper approach would be to first determine the respective ownership interest of the parties whether equal or otherwise. Upon sale of the property, there should be a determination of the share of each in the net proceeds according to those interests. Then, any claims that one party may have against the other should be deducted from the share of the party to be charged, and that of the other party should be increased accordingly. Consistent

with the caselaw and the evidence presented, the Court finds that Fleming established that he contributed One-Hundred Forty-Three Thousand, Nine Hundred Seventy-Seven Dollars and Seven Cents ($143,977.07) to the purchase price of the house. The evidence further shows that based on the parties agreement, he was to share the costs relating to the purchase of the house. As the only evidence presented was that the "sharing agreement" was intended to mean that each party "equally shared" the costs and benefits of the house as it was not only for their benefit but for that of their children. Accordingly, the Court finds that in accordance with the applicable case law including *Langevin*, Fleming would be entitled to receive half of the $143,977.07 - i.e. $71,988.53 from any net proceeds, then the parties would split the remaining net proceeds equally (50-50).

26. The reasoning for Fleming receiving half of what he paid for the down payment and other purchase-related expenses from the net proceeds prior to the remaining proceeds being split equally, is that the parties were to "share" the costs and expenses equally. In accordance with that agreement between the parties, and which is consistent with the concept of joint tenancy, each party should have contributed half of the home purchasing deposits, down payment, and related expenses. There was no evidence that Meierkord paid for her half of those costs; and thus, Fleming is entitled to recover, from the net proceeds of the sale, a reimbursement for the funds that he advanced in excess of their agreement to "share" the costs and expenses. As neither party met their burden that the sharing agreement was anything other than a fifty-fifty arrangement, the

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

Court is enforcing the parties' intention. To the extent that Meierkord contends that Fleming showed donative intent to pay all the home purchasing down payment, deposit, etc., she has failed to meet her burden. The mere placement of the house in joint tenancy, given the agreement of the parties to share expenses both when they were living together and afterward, combined with the fact that the house remained in joint tenancy despite Fleming taking on the responsibility to pay the mortgage HOA and other bills, further evidences that there was no donative intent. Instead, while it is accurate that Fleming did not always meet his obligation to pay the HOA, insurance, and mortgage, Meierkord did not establish how those failures entitled her to a larger percentage of the proceeds than she otherwise would receive. At the same time, the Court has to take into account that Fleming lived in the house while Meierkord had to find an alternative living arrangement.

27. Other than the documentary evidence establishing that Fleming paid the down payment, deposit, etc., from his own funds, neither party demonstrated what other payments they made during the eleven years they were together, or after Meierkord moved out in 2017, in any sum certain for the Court to take into account. Accordingly, both pursuant to the applicable statutes and case law (and the same result would occur independently in equity), Fleming should receive reimbursement for paying Meierkord's half of the purchase related amounts - i.e. $71,988.53 and then the parties should split equally any remaining net proceeds. As also set forth herein, this can be accomplished via a buyout of Meierkord's interest or via a partition by sale.

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

ORDER

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, and DECREED that Plaintiff's Partition action is GRANTED in PART.

IT IS FURTHER HEREBY ORDERED, ADJUDGED, and DECREED that the parties shall immediately have the property appraised by a mutually agreeable appraiser who regularly conducts business in Clark County, Nevada, with each party paying half of the appraisal fee. If the parties cannot agree upon an appraiser, then they each shall hire, at his/her own cost, a licensed appraiser to appraise the Property. The parties can then either agree to average the two appraisals; or, if they cannot agree, then the parties shall file an application for setting to put this matter on calendar for the Court to designate the appraisal price based on each party providing the Court with the full appraisal performed by his/her respective licensed appraiser and the curriculum vitae of each appraiser.

IT IS FURTHER HEREBY ORDERED, ADJUDGED, and DECREED that within thirty (30) calendar days after the agreed-upon or Court-ordered appraisal has been provided to Fleming's counsel, Fleming shall either: a) buy out Meierkord's share in the property, minus the amount of $71,988.53, which represents his overpayment of the down payment, deposit, and other purchase-related expenses paid by Fleming; or b) provide written notice to Meierkord, via her counsel, that Fleming declines to exercise his option to buy out Meierkord and choses to have the property sold.

IT IS FURTHER HEREBY ORDERED, ADJUDGED, and DECREED that if Fleming declines to exercise the option to buy out Meierkord, within 30 calendar days of such notification (unless the parties jointly agree upon a

different time frame) the parties shall list the property for sale with a mutually-agreeable Realtor who regularly conducts business in Clark County, Nevada. If the parties cannot agree upon a Realtor, then they shall file a Joint Motion wherein each party lists two Realtors, and the terms and conditions of such representation by such Realtor, including the percentage fee charged and their curriculum vitaes, and the Court will designate a Realtor.

IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED that if Fleming chooses not to buy out Meierkord as set forth herein, then upon the sale of the property, after all sums owed to third parties for mortgage, HOA utilities, Realtor commission, etc. are paid, then Fleming may deduct from the net proceeds the amount of $71,988.53, and then the parties are to share equally any remaining net proceeds. If the sale results in there being less than $71,988.53, then Fleming is entitled to receive the amount of net proceeds available and has no further claim against Meierkord as the risk of a lower sales price should be borne equally between the parties based on the joint tenancy.

All remaining claims for relief raised by the parties are denied.

Dated this 15th day of March, 2023.

Dated this 15th day of March, 2023

Joanna S Kishner

068 B55 24C6 C8EE
Joanna S. Kishner
District Court Judge

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Tara Meierkord, Plaintiff(s) vs. Christopher Fleming, Defendant(s)	CASE NO: A-20-820498-C DEPT. NO. Department 31

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: 3/15/2023

Charles Geisendorf	charles@clgltd.com
Amy Sugden	amy@sugdenlaw.com

Electronically Filed
10/07/2022 8:49 AM
CLERK OF THE COURT

ORDR

AMY L. SUGDEN, ESQ.
Amy L. Sugden, Bar No. 9983
9728 Gilespie St.
Las Vegas, Nevada 89183
Telephone: (702) 307-1500
Facsimile: (702) 507-9011

Attorney for Defendant
Christopher Fleming

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

*****

TARA MEIERKORD, an individual, Plaintiff, vs. CHRISTOPHER FLEMING, an individual; and DOE Individuals I-X, inclusive and ROE CORPORATIONS XI through XX, inclusive, Defendants.	820498 Case No.: A-20-820489-C Dept. No.: Department 31

ORDER DENYING DEFENDANT CHRISTOPHER FLEMING'S MOTION TO SET DATE OF VALUATION AND DENYING PLAINTIFF'S COUNTERMOTION
AND
STIPULATION TO WITHDRAW JURY DEMAND AND PROCEED WITH BENCH TRIAL

This matter having come for hearing on the 9th day of June, 2022 at 9:00 a.m., the Honorable Joanna Kishner presiding, Charles Geisendorf, Esq. appearing on behalf of Plaintiff Tara Meierkord ("Plaintiff") and Amy L. Sugden, Esq. appearing on behalf of Defendant Christopher Fleming ("Defendant"). Defendant having filed a Motion to Set Date of Valuation ("Motion"). Plaintiff having filed an Opposition to the same and a countermotion ("Countermotion"), Defendant having filed a Reply in Support of Motion and Opposition to Countermotion, the Court having reviewed the filed briefs, authority submitted, and arguments presented by the parties, hereby DENIES the Motion and

the Countermotion, without prejudice, as there are disputed issues of material fact presented in the Motion and Countermotion and the Court will need to hear evidence and weigh the same in order to determine what is the proper date to value the property at issue.

Counsel also stipulated pursuant to Eighth Judicial District Rule 7.50 to withdraw the jury demand and proceed with a bench trial.

IT IS SO ORDERED.

Dated this 7th day of October, 2022

DISTRICT COURT JUDGE

EF8 579 3E79 D278
Joanna S. Kishner
District Court Judge

Dated this 5th day of October 2022.

By: /s/ *Charles L. Geisendorf*
Charles L. Geisendorf, Esq.
Nevada Bar No. 6985
Charles L. Geisendorf, Ltd.
7935 W. Sahara Avenue, Suite 102
Las Vegas, NV 89117
Attorney for Tara Meierkord

Dated this 5th day of October 2022.

By: /s/ *Amy L. Sugden*
Amy L. Sugden, Esq.
Nevada Bar No. 9983
Sugden Law
9728 Gilespie St.
Las Vegas, NV 89183
Attorney for Christopher Fleming

Subject: RE: Eighth Judicial District Court - Proposed Order Returned
Date: Thursday, October 6, 2022 at 7:57:19 AM Pacific Daylight Time
From: Charles Geisendorf
To: Amy Sugden

I approve of the order. You may attach my e-signature.

Charles L. Geisendorf, Esq.
7935 W. Sahara Ave., Ste. 102
Las Vegas, Nevada 89117
Tel: 702-873-5868
Email: charles@clgltd.com

CONFIDENTIALITY NOTICE. This communication contains information which (a) may be legally privileged, confidential, or otherwise protected by law from disclosure, and (b) is intended only for the use of the addressee/s named. If you are not the addressee, or the person responsible for delivering this to the addressee/s, you are hereby notified that reading, copying, or distributing this communication is prohibited. If you have received this communication in error, please notify the sender immediately by calling (702) 873-5868.

From: Amy Sugden <amy@sugdenlaw.com>
Sent: Wednesday, October 5, 2022 2:02 PM
To: Charles Geisendorf <charles@clgltd.com>
Subject: FW: Eighth Judicial District Court - Proposed Order Returned

The Order denying the Motion to Set Date of Value and Countermotion was rejected as noted below. I had reviewed the minutes (attached for your reference) and did not see any specific findings which is why I did not set them forth. However, my recollection from the hearing is that the Judge noted there was disputed issues of fact and that she would need to hear/weigh the evidence and therefore, was premature to rule on when to value the property. Therefore, I updated the attached order to reflect the same.

Please let know what you think and if you approve, confirm I may affix your electronic signature to the same.

Thanks,
Amy

From: NoReply@clarkcountycourts.us <NoReply@clarkcountycourts.us>
Date: Tuesday, October 4, 2022 at 12:50 PM
To: Amy Sugden <amy@sugdenlaw.com>
Subject: Eighth Judicial District Court - Proposed Order Returned

Case No. A-20-820489-C (Meierkord v Fleming)

Your proposed order or document requiring a judge's signature to the court has been returned for the following reason(s): Please ensure that the Order has the reasoning of the Court as required.

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Tara Meierkord, Plaintiff(s) vs. Christopher Fleming, Defendant(s)	CASE NO: A-20-820498-C DEPT. NO. Department 31

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order Denying 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: 10/7/2022

Charles Geisendorf	charles@clgltd.com
Amy Sugden	amy@sugdenlaw.com

Electronically Filed
10/10/2022 6:42 PM
Steven D. Grierson
CLERK OF THE COURT

NOE
AMY L. SUGDEN, ESQ.
Amy L. Sugden, Bar No. 9983
9728 Gilespie St.
Las Vegas, Nevada 89183
Telephone: (702) 625-3605
Facsimile: (702) 507-9011

Attorney for Defendant
Christopher Fleming

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

*****

TARA MEIERKORD, an individual, Plaintiff, vs. CHRISTOPHER FLEMING, an individual; and DOE Individuals I-X, inclusive and ROE CORPORATIONS XI through XX, inclusive, Defendants.	Case No.: A-20-820498-C Dept. No.: Department 31

NOTICE OF ENTRY OF ORDER DENYING DEFENDANT CHRISTOPHER FLEMING'S MOTION TO SET DATE OF VALUATION AND DENYING PLAINTIFF'S COUNTERMOTION
AND
STIPULATION TO WITHDRAW JURY DEMAND AND PROCEED WITH BENCH TRIAL

YOU, and each of you, will please take notice that an Order Denying Defendant Christopher Fleming's Motion to Set Date of Valuation and Denying Plaintiff's Countermotion and Stipulation to Withdraw Jury Demand and Proceed with Bench Trial in the above-entitled matter was filed and entered by the Clerk of the above-entitled Court the 7th day of October, 2022, a copy of which is attached hereto.

Case Number: A-20-820498-C

Dated October 10, 2022

SUGDEN LAW

By: /s/ Amy L. Sugden

AMY L. SUGDEN, ESQ.
Nevada Bar No. 9983
9728 Gilespie St.
Las Vegas, Nevada 89183
Telephone: (702) 307-1500
Facsimile: (702) 507-9011

Attorney for Defendant Christopher Fleming

CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b)(2)(D) and E.D.C.R. 8.05, I hereby certify that on this day, I caused a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER DENYING DEFENDANT CHRISTOPHER FLEMING'S MOTION TO SET DATE OF VALUATION AND DENYING PLAINTIFF'S COUNTERMOTION AND STIPULATION TO WITHDRAW JURY DEMAND AND PROCEED WITH BENCH TRIAL** to be served to all registered parties, via the Court's Electronic Filing System.

ELECTRONICALLY SERVED
10/7/2022 8:50 AM

Electronically Filed
10/07/2022 8:49 AM
CLERK OF THE COURT

ORDR
AMY L. SUGDEN, ESQ.
Amy L. Sugden, Bar No. 9983
9728 Gilespie St.
Las Vegas, Nevada 89183
Telephone: (702) 307-1500
Facsimile: (702) 507-9011

Attorney for Defendant
Christopher Fleming

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

*****

TARA MEIERKORD, an individual, Plaintiff, vs. CHRISTOPHER FLEMING, an individual; and DOE Individuals I-X, inclusive and ROE CORPORATIONS XI through XX, inclusive, Defendants.	Case No.: A-20-~~820489~~820498-C Dept. No.: Department 31

ORDER DENYING DEFENDANT CHRISTOPHER FLEMING'S MOTION TO SET DATE OF VALUATION AND DENYING PLAINTIFF'S COUNTERMOTION
AND
STIPULATION TO WITHDRAW JURY DEMAND AND PROCEED WITH BENCH TRIAL

This matter having come for hearing on the 9th day of June, 2022 at 9:00 a.m., the Honorable Joanna Kishner presiding, Charles Geisendorf, Esq. appearing on behalf of Plaintiff Tara Meierkord ("Plaintiff") and Amy L. Sugden, Esq. appearing on behalf of Defendant Christopher Fleming ("Defendant"). Defendant having filed a Motion to Set Date of Valuation ("Motion"). Plaintiff having filed an Opposition to the same and a countermotion ("Countermotion"), Defendant having filed a Reply in Support of Motion and Opposition to Countermotion, the Court having reviewed the filed briefs, authority submitted, and arguments presented by the parties, hereby DENIES the Motion and

Case Number: A-20-820498-C

the Countermotion, without prejudice, as there are disputed issues of material fact presented in the Motion and Countermotion and the Court will need to hear evidence and weigh the same in order to determine what is the proper date to value the property at issue.

Counsel also stipulated pursuant to Eighth Judicial District Rule 7.50 to withdraw the jury demand and proceed with a bench trial.

IT IS SO ORDERED.

Dated this 7th day of October, 2022

DISTRICT COURT JUDGE

EF8 579 3E79 D278
Joanna S. Kishner
District Court Judge

Dated this 5th day of October 2022.

By: /s/ *Charles L. Geisendorf*
Charles L. Geisendorf, Esq.
Nevada Bar No. 6985
Charles L. Geisendorf, Ltd.
7935 W. Sahara Avenue, Suite 102
Las Vegas, NV 89117
Attorney for Tara Meierkord

Dated this 5th day of October 2022.

By: /s/ *Amy L. Sugden*
Amy L. Sugden, Esq.
Nevada Bar No. 9983
Sugden Law
9728 Gilespie St.
Las Vegas, NV 89183
Attorney for Christopher Fleming

Subject: RE: Eighth Judicial District Court - Proposed Order Returned
Date: Thursday, October 6, 2022 at 7:57:19 AM Pacific Daylight Time
From: Charles Geisendorf
To: Amy Sugden

I approve of the order. You may attach my e-signature.

Charles L. Geisendorf, Esq.
7935 W. Sahara Ave., Ste. 102
Las Vegas, Nevada 89117
Tel: 702-873-5868
Email: charles@clgltd.com

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From: Amy Sugden <amy@sugdenlaw.com>
Sent: Wednesday, October 5, 2022 2:02 PM
To: Charles Geisendorf <charles@clgltd.com>
Subject: FW: Eighth Judicial District Court - Proposed Order Returned

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Thanks,
Amy

From: NoReply@clarkcountycourts.us <NoReply@clarkcountycourts.us>
Date: Tuesday, October 4, 2022 at 12:50 PM
To: Amy Sugden <amy@sugdenlaw.com>
Subject: Eighth Judicial District Court - Proposed Order Returned

Case No. A-20-820489-C (Meierkord v Fleming)

Your proposed order or document requiring a judge's signature to the court has been returned for the following reason(s): Please ensure that the Order has the reasoning of the Court as required.

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Tara Meierkord, Plaintiff(s) vs. Christopher Fleming, Defendant(s)	CASE NO: A-20-820498-C DEPT. NO. Department 31

AUTOMATED CERTIFICATE OF SERVICE

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Service Date: 10/7/2022

Charles Geisendorf	charles@clgltd.com
Amy Sugden	amy@sugdenlaw.com

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Real Property	**COURT MINUTES**	**January 14, 2021**

A-20-820498-C Tara Meierkord, Plaintiff(s)
vs.
Christopher Fleming, Defendant(s)

January 14, 2021 **1:30 PM** **Settlement Conference**

HEARD BY: Israel, Ronald J. **COURTROOM:** No Location

COURT CLERK:

RECORDER:

REPORTER:

PARTIES PRESENT:

JOURNAL ENTRIES

- Parties appeared. Settlement Conference held in chambers. Parties were unable to reach a resolution.

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Real Property **COURT MINUTES** **January 28, 2021**

A-20-820498-C Tara Meierkord, Plaintiff(s)
vs.
Christopher Fleming, Defendant(s)

January 28, 2021 **9:00 AM** **Status Check**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK:

RECORDER: Sandra Harrell

REPORTER:

PARTIES PRESENT: Geisendorf, Charles L. Attorney

JOURNAL ENTRIES

- Mr. Geisendorf advised the settlement conference did not work out; however, they stipulated to stay litigation.pending the resolution. It did not resolve and Defense had one of three choices to move forward within 21 days of the settlement conference. COURT NOTED it would be to all parties benefit to have opposing counsel present. COURT ORDERED, matter TRAILED. Mr. Geisendorf indicated he would reach out to Defense counsel.

MATTER RECALLED. COURT NOTED it received the October 14th order. Upon Court's inquiry, Mr. Geisendorf stated he did not get a hold of anyone. He sent and email and left voicemails. Further, he was not aware of any good cause for defense's absence and would inform her to file an answer by February 4th which was the date to renotice the motion or file an answer. Based on Mr. Geisendorf's request, COURT ORDERED, matter CONTINUED. COURT NOTED if there was another non-appearance the Court would evaluate whether to set an Order to Show Cause.

CONTINUED TO: 02/04/21 9:00 AM

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Real Property **COURT MINUTES** **February 04, 2021**

A-20-820498-C Tara Meierkord, Plaintiff(s)
vs.
Christopher Fleming, Defendant(s)

February 04, 2021 **9:00 AM** **Status Check**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: Natalie Ortega

RECORDER: Deloris Scott

REPORTER:

PARTIES PRESENT:

Geisendorf, Charles L.	Attorney
Sugden, Amy L.	Attorney

JOURNAL ENTRIES

- Upon Court's inquiry, Ms. Sugden advised she filed a notice to reset Defendant's Motion to Dismiss Complaint. Mr. Geisendorf indicated he would need to file an opposition and then Defendant was need to file a reply. COURT ORDERED, Defendant's Motion to Dismiss, previously filed on September 29, 2020 SET for hearing on March 4th at 9:30 A.M.

03/04/21 9:30 A.M. DEFENDANT CHRISTOPHER FLEMING'S RENOTICE OF HEARING ON DEFENDANT'S MOTION TO DISMISS PLAINTIFF'S COMPLAINT OR IN THE ALTERNATIVE, JOIN UNIVERSAL AMERICAN MORTGAGE COMPANY LLC AS A PARTY

CLERK'S NOTE: Subsequent to court it was noted that Master Calendar set the above hearing on March 9th. Being that it was discussed and agreed to during the court session the March 4th hearing stands and the March 9th hearing is vacated. CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Natalie Ortega, to all registered parties for Odyssey File & Serve and/or served via facsimile. ndo/02/10/21

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Real Property **COURT MINUTES** **March 04, 2021**

A-20-820498-C Tara Meierkord, Plaintiff(s)
vs.
Christopher Fleming, Defendant(s)

March 04, 2021 **9:30 AM** **Motion to Dismiss**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: Natalie Ortega

RECORDER: Lara Corcoran

REPORTER:

PARTIES PRESENT:

Geisendorf, Charles L.	Attorney
Sugden, Amy L.	Attorney

JOURNAL ENTRIES

- Upon Court's inquiry, counsel acknowledged and confirmed the stay had ended. Court stated its inclination as to Defendant Christopher Fleming's Renotice of Hearing on Defendant's Motion to Dismiss Plaintiff's Complaint or in the Alternative, Join Universal American Mortgage Company LLC as a Party noting it was inclined to grant the leave to amend and would take no position on the substance or merits of the costs and fees. The Court did not see any prejudice to give leave to amend. Mr. Geisendorf indicated he agreed with the Court's inclination to give leave to amend as he proposed it. They would file an Amended Complaint and serve the bank. Ms. Sugden agreed and indicated she understood the Court's inclination. Colloquy regarding a settlement conference or mediation. Mr. Geisendorf indicated he would change the dates and file the today. Further, they already went to a settlement conference a month ago and it was unsuccessful. Moreover, he did not see how the mortgage holder would effect the litigation. Ms. Sugden stated she agreed with Mr. Geisendorf stating they could proceed with 16.1. COURT ORDERED, Counter Motion to Leave to File an Amended Complaint GRANTED to be filed seven (7) days from today. COURT FURTHER ORDERED, Defendant's Motion to Dismiss DENIED WITHOUT PREJUDICE as it granted the leave to amend. Plaintiff to prepare the order. When submitting the order, counsel must ensure it is submitted electronically to dc31inbox@clarkcountycourts.us in accordance with Administrative Orders 20-17 and 20-24 and EDCR 7.21. Please include in the subject line the full case number

document filing code and case caption. The submitting party should also be in the subject line of the email. No additional argument should be included in the body of the email.

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Real Property **COURT MINUTES** **March 24, 2022**

A-20-820498-C Tara Meierkord, Plaintiff(s)
vs.
Christopher Fleming, Defendant(s)

March 24, 2022 **9:00 AM** **Status Check**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 16B

COURT CLERK: Stephanie Rapel

RECORDER: Lara Corcoran

REPORTER:

PARTIES PRESENT:

Geisendorf, Charles L.	Attorney
Sugden, Amy L.	Attorney

JOURNAL ENTRIES

- Upon Court's inquiry, Counsel stated discovery had concluded and the parties were trying to mediate. Counsel requested to keep 4/14/22 status check. COURT ORDERED, trial date STANDS. Court DIRECTED Counsel to notify the Court via joint letter or stipulation if the matter resolved.

4/14/22 9:00 AM STATUS CHECK

5/26/22 10:15 AM PRE TRIAL CONFERENCE

6/14/22 9:00 AM CALENDAR CALL

6/27/22 9:00 AM JURY TRIAL

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Real Property **COURT MINUTES** **May 26, 2022**

A-20-820498-C Tara Meierkord, Plaintiff(s)
vs.
Christopher Fleming, Defendant(s)

May 26, 2022 **10:15 AM** **Pre Trial Conference**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 16B

COURT CLERK: Stephanie Rapel

RECORDER: Lara Corcoran

REPORTER:

PARTIES PRESENT:

Geisendorf, Charles L.	Attorney
Sugden, Amy L.	Attorney

JOURNAL ENTRIES

- Upon Court's inquiry Counsel estimated 2-3 days for jury trial. Colloquy regarding scheduling. Mr. Geisendorf stated the parties had a settlement conference on June 2, 2022. COURT ORDERED, trial date VACATED and RESET.

7/11/22 8:15 A.M. CALENDAR CALL

7/18/22 9:00 A.M. JURY TRIAL (#3)

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Real Property **COURT MINUTES** **June 09, 2022**

A-20-820498-C Tara Meierkord, Plaintiff(s)
vs.
Christopher Fleming, Defendant(s)

June 09, 2022 **9:00 AM** **All Pending Motions**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 16B

COURT CLERK: Stephanie Rapel

RECORDER: Lara Corcoran

REPORTER:

PARTIES PRESENT:

Geisendorf, Charles L.	Attorney
Sugden, Amy L.	Attorney

JOURNAL ENTRIES

- DEFENDANT CHRISTOPHER FLEMING'S MOTION TO SET DATE OF VALUATION... PLAINTIFF'S OPPOSITION TO DEFENDANT CHRISTOPHER FLEMING'S MOTION TO SET DATE OF VALUATION AND COUNTERMOTION... STATUS CHECK

Upon Court's inquiry, Ms. Sugden stated the property in question was a single family residence purchased in 2014, Plaintiff and Defendant have children together and both parties held title to the property. Mr. Fleming made the sole source of the down-payment, paid all the mortgage payments since Plaintiff moved out and maintained the property since 2017. Ms. Sugden further stated Plaintiff was trying to force Defendant to sell the home and the property should be valued at the time Plaintiff vacated if a forced sale was ordered. Mr. Geisendorf stated the parties were in a romantic relationship, they both took ownership as joint tenants, Plaintiff requested to refinance the property for years and was forced to proceed with this action. Court stated its Findings and ORDERED Motion and Countermotion DENIED WITHOUT PREJUDICE. Counsel stipulated pursuant to EDCR 7.50 to withdrawal the jury demand for a bench trial.

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Real Property **COURT MINUTES** **July 11, 2022**

A-20-820498-C Tara Meierkord, Plaintiff(s)
vs.
Christopher Fleming, Defendant(s)

July 11, 2022 **8:15 AM** **Calendar Call**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 16B

COURT CLERK: Stephanie Rapel

RECORDER: Lara Corcoran

REPORTER:

PARTIES PRESENT:

Geisendorf, Charles L.	Attorney
Sugden, Amy L.	Attorney

JOURNAL ENTRIES

- Upon Court's inquiry, Mr. Geisendorf stated he appeared remotely due to medical reasons, he was ready to move forward with today's hearing and Plaintiff's exhibits and exhibit list were ready. Mr. Geisendorf further stated he discussed his medical concerns with opposing counsel including having to quarantine and requested to reschedule the bench trial. Ms. Sugden stated she was agreeable to reschedule the bench trial given Mr. Geisendorf's medical situation, however, she needed to discuss the matter and dates with her client. Court SET the matter for a status check for the parties to discuss resetting the trial. Court GRANTED Counsels verbal request to appear remotely at the status check.

7/13/22 1:00 P.M. STATUS CHECK: TRIAL RESETTING

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Real Property **COURT MINUTES** **July 14, 2022**

A-20-820498-C Tara Meierkord, Plaintiff(s)
vs.
Christopher Fleming, Defendant(s)

July 14, 2022 **10:30 AM** **Status Check**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 16B

COURT CLERK:
Stephanie Rapel

RECORDER: Lara Corcoran

REPORTER:

PARTIES PRESENT:

Geisendorf, Charles L.	Attorney
Sugden, Amy L.	Attorney

JOURNAL ENTRIES

- Court NOTED it received Counsels' proposed trial days, which presented conflicts with the Court's calendar. Court reviewed trial calendar with Counsel. Ms. Sugden stated she was out of the state on vacation for the first two (2) weeks in August. Upon Court's inquiry, Counsel confirmed the bench trial should take two (2) full days. COURT ORDERED, trial date VACATED and RESET.

8/18/22 9:00 A.M. CALENDAR CALL

8/23/22 to 8/26/22 9:00 A.M. BENCH TRIAL (POSITION #2 & ESTIMATED 2 DAYS)

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Real Property **COURT MINUTES** **August 18, 2022**

A-20-820498-C Tara Meierkord, Plaintiff(s)
vs.
Christopher Fleming, Defendant(s)

August 18, 2022 **9:00 AM** **Calendar Call**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 16B

COURT CLERK: Stephanie Rapel

RECORDER: Lara Corcoran

REPORTER:

PARTIES PRESENT:

Geisendorf, Charles L.	Attorney
Sugden, Amy L.	Attorney

JOURNAL ENTRIES

- Court NOTED today was a status check and the matter was continued because of calendar issues. Upon Court's inquiry, Ms. Sugden stated November and December's trial stacks would work. Mr. Geisendorf stated Plaintiff had one (1) or two (2) witnesses and Ms. Sugden stated Defendant had one (1). Counsel confirmed they needed two (2) days for the bench trial and October 3, 2022 at 8:15 a.m. to October 4, 2022 at 4:00 p.m. with a possible continuance for an hour or two (2) on October 6, 2022 would be sufficient. Court ORDERED trial VACATED and RESET. Deadlines were not reopened. Counsel to bring exhibits to the Calendar Call and familiarize themselves with EDCR 2.67 through 2.69.

9/28/22 9:00 A.M. CALENDAR CALL

10/03/22 8:15 A.M. BENCH TRIAL - 2 DAYS (10/4/22 until 4:00 P.M. and possibly 10/06/22 for an hour or two)

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Real Property **COURT MINUTES** **September 28, 2022**

A-20-820498-C Tara Meierkord, Plaintiff(s)
vs.
Christopher Fleming, Defendant(s)

September 28, 2022 10:00 AM Calendar Call

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 16B

COURT CLERK: Stephanie Rapel

RECORDER: Lara Corcoran

REPORTER:

PARTIES PRESENT:

Geisendorf, Charles L.	Attorney
Sugden, Amy L.	Attorney

JOURNAL ENTRIES

- Colloquy regarding trial dates, Pre Trial Memorandum and witnesses. Counsel stipulated pursuant to EDCR 7.50 to the authenticity of the documents and noted the Custodians of Records did not need to appear and the parties reserved their right to any other objection at time of trial. Upon Court's inquiry, Counsel stated opening statements would take between five (5) to ten (10) minutes each side if given. Mr. Geisendorf stated the parties would only be using joint exhibits 1-35 and he brought the deposition transcript of Christopher Fleming. (Exhibit binders and original deposition transcript provided to the Courtroom Clerk) Court NOTED Findings of Facts were due two (2) days before the start of trial and copies needed to be provided to the Court and opposing Counsel. Court INQUIRED as to the outstanding Order from June 9, 2022. Ms. Sugden stated it was an oversight and she would draft an Order as to the Motion and Countermotion, include the parties stipulated to a bench trial at the hearing, circulate it to opposing counsel and submit it to the Court the following day. Upon Court's inquiry into the caption, Counsel stipulated pursuant to EDCR 7.50 to correct the caption by removing/dismissing ROES, DOES and Universal American Mortgage Company, LLC. Counsel agreed to provide a Stipulation to Amend the Caption addressing said changes.

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Real Property **COURT MINUTES** **October 07, 2022**

A-20-820498-C Tara Meierkord, Plaintiff(s)
vs.
Christopher Fleming, Defendant(s)

October 07, 2022 **8:30 AM** **Bench Trial - FIRM**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 16B

COURT CLERK: Stephanie Rapel

RECORDER: Lara Corcoran

REPORTER:

PARTIES PRESENT:

Fleming, Christopher	Defendant
Geisendorf, Charles L.	Attorney
Meierkord, Tara	Plaintiff
Sugden, Amy L.	Attorney

JOURNAL ENTRIES

- Counsel stipulated to admit exhibits 1-10, 23-26 and 32-34. Counsel further stipulated to the authenticity of all document and waived opening statements. Testimony and exhibits presented (see worksheets). Plaintiff RESTED. Testimony and exhibits presented (see worksheets). Defendant RESTED. Following arguments by Counsel regarding the admission of exhibit 31 requested by Defendant after both parties rested, Court stated its Findings and ORDERED exhibit 31 not admitted. Counsel requested written closings briefs instead of reconvening on Monday. Court stated its Findings and ORDERED written closing briefs GRANTED. Counsel to provide closing argument briefs no later than noon on October 17, 2022 with a page limit of 10 not including the cover page, service page or exhibits. Counsel to file the briefs, provide the Court with a courtesy copy and copy opposing counsel. Counsel agreed to waive their rights to rebuttal closing. Court ORDERED, exhibits not admitted, or moved to be admitted, RETURNED to counsel. Counsel requested the clerk dispose of these exhibits. Court returned the unopened deposition transcript of Christopher Fleming to Plaintiff's Counsel.

10/17/22 12:00 P.M. CONTINUED BENCH TRIAL: WRITTEN CLOSING ARGUMENTS DUE

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Real Property **COURT MINUTES** **June 01, 2023**

A-20-820498-C Tara Meierkord, Plaintiff(s)
vs.
Christopher Fleming, Defendant(s)

June 01, 2023 **10:00 AM** **All Pending Motions**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 16B

COURT CLERK: Stephanie Rapel

RECORDER: Aimee Curameng

REPORTER:

PARTIES PRESENT:

Geisendorf, Charles L.	Attorney
Sugden, Amy L.	Attorney

JOURNAL ENTRIES

- DEFENDANT CHRISTOPHER FLEMING'S MOTION TO ALTER OR AMEND THE FINDINGS OF FACTS CONCLUSIONS OF LAW AND JUDGMENT... PLAINTIFFS MOTION TO AMEND FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT

Upon Court's inquiry, Mr. Geisendorf stated the property value had yet to be determined considering the appraisal had not been performed. Ms. Sugden stated the motion was filed under NRCP 59e, it was an equitable case and the Court recognized Mr. Fleming was entitled to deduct half the down payment from any proceeds / equity of the home. Ms. Sugden argued the Court should expand upon the down payment recognition and include Mr. Fleming's mortgage payments from 2017 to the present. Colloquy regarding equitable case, six (6) month agreement and benefit offsets. Mr. Geisendorf stated the parties entered into a contract whereby Mr. Fleming was to stay in the house and make payments and Ms. Meierkord was to cashout her 401K and move elsewhere. Mr. Geisendorf argued Mr. Fleming's refused to release Ms. Meierkord from the loan or sell the property which hindered her ability to purchase another property and gain equity of her own. Mr. Geisendorf argued Ms. Meierkord should be removed from the mortgage whether the property was sold or she was bought out. Colloquy regarding indemnity actions and patrician process. Court stated its Findings and ORDERED both Defendant's and Plaintiff's Motion to Amend Findings and Fact and

Conclusions of Law and Judgment DENIED WITHOUT PREJUDICE; noting the Court did not make an error (in an equitable concept). Colloquy regarding appraisal date and appraisal significance. Court RESET Plaintiff's Motion for an Order to Enforce and granted a new briefing schedule. Counsel jointly requested to RESET the Motions to Retax and allow supplements. Counsel to provide the Court with a joint letter with proposed hearing dates. Court ORDERED matters RESET to July 14, 2023 as a place holder. COURT DIRECTED Defense to prepare the Order with detailed Findings of Fact and Conclusions of Law, circulate to opposing counsel, and submit to the Court pursuant to EDCR 7.21 and the current Administrative Orders. Court GRANTED an extension to 30 days for the Orders.

7/14/23 9:00 A.M. MOTIONS TO RETAX, MOTION FOR ATTORNEYS FEES AND COSTS AND MOTION FOR AN ORDER TO ENFORCE

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Real Property **COURT MINUTES** **August 01, 2023**

A-20-820498-C Tara Meierkord, Plaintiff(s)
vs.
Christopher Fleming, Defendant(s)

August 01, 2023 **1:00 PM** **All Pending Motions**

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 16B

COURT CLERK:
Stephanie Rapel

RECORDER: Deloris Scott

REPORTER:

PARTIES PRESENT:
Geisendorf, Charles L. Attorney
Sugden, Amy L. Attorney

JOURNAL ENTRIES

- DEFENDANT CHRISTOPHER FLEMING'S MOTION TO RETAX AND SETTLE COSTS... PLAINTIFFS MOTION FOR ATTORNEYS FEES AND COSTS

Mr. Geisendorf stated Plaintiff issued an Offer of Judgment requesting either Defendant sell or refinance the property removing Plaintiff or buyout Plaintiff for $225,000.00. Mr. Geisendorf argued according to the appraised value of $1,720,000.00, the mortgage balance of approximate $536,605.52 and Defendant's reimbursement of $71,988.53, Plaintiff was entitled to $555,702.97 and was clearly the prevailing party while beating the offer of judgment. Upon Court's inquiry, Mr. Geisendorf stated the house had not been listed and Defendant did not buy out Plaintiff. Ms. Sugden argued the appraisal was provided on July 14, 2023, Defendant intended to provide notice he could not buy out Plaintiff, the 30 day deadline to accept or reject a buyout had not expired, the property needed to be listed for sale and Defendant was not outside the parameters of the Court's Order. Ms. Sugden further argued in light of the Court s multitiered order that required assessment of future unknown amounts, it was not clear what amount, if any, Plaintiff would ultimately receive from the partition of the Property. As such, it was premature to determine Plaintiff was entitled to attorney s fees and/or costs. Counsel agreed to continue the status check and not argue timeliness. Court FINDS the

pleadings were timely, partition / buyout had not been triggered and it was more appropriate to continue the matter. Court ORDERED all pending motions CONTINUED. Court DIRECTED Counsel to provide the Court with a joint letter if a sale occurred in the intervening time and the matters needed to be advanced.

10/17/23 10:00 A.M. DEFENDANT CHRISTOPHER FLEMING'S MOTION TO RETAX AND SETTLE COSTS AND PLAINTIFF'S MOTION FOR ATTORNEYS FEES AND COSTS

JOINT EXHIBIT INDEX

Case No. A-20-820498-C

Tara Meierkord vs. Christopher Fleming

Plaintiff's Counsel: Charles L. Geisendorf Defense Counsel: Amy G. Sugden

#	Description	Date Offered	Objection	Date Admitted	
1	Purchase Agreement Meierkord 0006-0034	10/7/22		10/7/22	KG
2	Options Summary Meierkord 1048-1049	10/7/22		10/7/22	KG
3	Loan Application Meierkord 0486-0499	10/7/22		10/7/22	KG
4	Note Meierkord 0462-0464	10/7/22		10/7/22	KG
5	Deed of Trust Meierkord 0903-0923	10/7/22		10/7/22	KG
6	Final Settlement Statement Meierkord 0356-0365	10/7/22		10/7/22	KG
7	Escrow Instructions Meierkord 0204-0212	10/7/22		10/7/22	KG
8	Vesting Instructions Meierkord 0983	10/7/22		10/7/22	KG
9	Request for Special Instructions Meierkord 0005	10/7/22		10/7/22	KG
10	Deed Meierkord 0213-0222	10/7/22		10/7/22	KG
11	Southern Highlands Community Association's response to subpoena duces tecum. Meierkord 1379-1380, 1388-1389, 1390-1391, 1397-1398, 1404-1405, 1465-1466, 1468-1469, 1471-1472, 1476-1479, 1483-1486, 1490-1493, 1497-1498	Per agreement of CSL disposed of			
12	Silver State Trustee Services, LLC's response to subpoena duces tecum. Meierkord 1504-1505, 1522-1524, 1531-1532, 1533, 1572, 1576-1580,	disposed OF			

	1585-1586, 1588, 1614, 1645, 1655-1656, 1657, 1682, 1707, 1709-1718, 1723-1726, 1727, 1774	Per agreement of CSL disposed of		|	
13	Shellpoint Mortgage Documents Meierkord 2017, 2122, 2112, 1960	10/7/22		10/7/22	KM
14	Trust Documents Meierkord 2131-2233	10/7/22	Y	10/7/22	KM
15	Emails between the parties Meierkord 2234-2279	disposed of		↓	
16	Text messages between the parties Meierkord 2280-2296	↓		↓	
17	Liens against the subject property Meierkord 2297-2306	↓		↓	
18	Appraisal documents Meierkord 2307-2322	↓		↓	
19	Plaintiff's credit report Meierkord 2668-2670	↓		↓	
20	Plaintiff's rental application denial Meierkord 2671-2677	↓		↓	
21	Plaintiff's Mortgage Denial Meierkord 2678-2685	10/7/22		10/7/22	KM
22	Lender-placed insurance documents Meierkord 2686-2689	disposed of		|	
23	Plaintiff's First Set of Requests for Admissions to Defendant Christopher Fleming	10/7/22		10/7/22	KM
24	Defendant Christopher Fleming's Answers to Plaintiff's First Set of Requests for Admissions served on February 14, 2022.	10/7/22		10/7/22	KM
25	Defendant Christopher Fleming's Answers to Plaintiff's First Set of Interrogatories served on February 16, 2022.	10/7/22		10/7/22	KM
26	Defendant Christopher Fleming's Answers to Plaintiff's First Set of Requests for Production of Documents served on February 16, 2022.	10/7/22		10/7/22	KM
27	October 23, 2017, Email correspondence between Tara Meierkord and Chris Fleming Fleming0001-0003	disposed of		↓	
28	Correspondence relating to January 2014 purchase of 37 Carolina Cherry Drive, Las Vegas, NV 89141	↓		↓	

	Fleming0004-0051				
29	Correspondence relating to 37 Carolina Cherry Drive, Las Vegas, Nevada 89141 Fleming0052-56	Per agreement of CSL Disposed of		↓	
30	Proof of Mortgage payments for 37 Carolina Cherry Drive, Las Vegas, Nevada 89141 Fleming0057-0060	↓		↓	
31	Email from Robert Terkhorn regarding comparable sales for 2016-2017 Fleming0061-0063	↓	Discussed after closed. Not admitted	↓	
32	Plaintiff's Answers to Interrogatories dated March 11, 2022	10/7/22		10/7/22	KM
33	Plaintiff's Responses to Request for Admissions dated March 11, 2022	10/7/22		10/7/22	KM
34	Plaintiff's Responses to Request for Production of Documents dated March 11, 2022	10/7/22		10/7/22	KM
35	First Amended Complaint for Partition	↓		↓	KM

EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE

NOTICE OF DEFICIENCY

ON APPEAL TO NEVADA SUPREME COURT

AMY L. SUGDEN, ESQ.
375 E. WARM SPRINGS, STE. 104
LAS VEGAS, NV 89119

DATE: August 11, 2023
CASE: A-20-820498-C

RE CASE: TARA MEIERKORD vs. CHRISTOPHER FLEMING

NOTICE OF APPEAL FILED: August 9, 2023

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

☒ $250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)**
- If the $250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.

☐ $24 – District Court Filing Fee (Make Check Payable to the District Court)**

☒ $500 – Cost Bond on Appeal (Make Check Payable to the District Court)**
- NRAP 7: Bond For Costs On Appeal in Civil Cases
- *Previously paid Bonds are not transferable between appeals without an order of the District Court.*

☐ Case Appeal Statement
- NRAP 3 (a)(1), Form 2

☐ Order

☐ Notice of Entry of Order

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. The district court clerk shall apprise appellant of the deficiencies in writing, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (g) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

Please refer to Rule 3 for an explanation of any possible deficiencies.

***Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.*

Certification of Copy

State of Nevada
County of Clark } **SS:**

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

DEFENDANT CHRISTOPHER FLEMING'S NOTICE OF APPEAL; DEFENDANT CHRISTOPHER FLEMING'S CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; ORDER DENYING DEFENDANT CHRISTOPHER FLEMING'S MOTION TO ALTER OR AMEND THE FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT AND DENYING PLAINTIFF TARA MEIERKORD'S MOTION TO AMEND FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT; NOTICE OF ENTRY OF ORDER DENYING DEFENDANT CHRISTOPHER FLEMING'S MOTION TO ALTER OR AMEND THE FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT AND DENYING PLAINTIFF TARA MEIERKORD'S MOTION TO AMEND FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT; FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT; NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT; ORDER DENYING DEFENDANT CHRISTOPHER FLEMING'S MOTION TO SET DATE OF VALUATION AND DENYING PLAINTIFF'S COUNTERMOTION AND STIPULATION TO WITHDRAW JURY DEMAND AND PROCEED WITH BENCH TRIAL; NOTICE OF ENTRY OF ORDER DENYING DEFENDANT CHRISTOPHER FLEMING'S MOTION TO SET DATE OF VALUATION AND DENYING PLAINTIFF'S COUNTERMOTION AND STIPULATION TO WITHDRAW JURY DEMAND AND PROCEED WITH BENCH TRIAL; DISTRICT COURT MINUTES; EXHIBITS LIST; NOTICE OF DEFICIENCY

TARA MEIERKORD,

Plaintiff(s),

vs.

CHRISTOPHER FLEMING,

Defendant(s),

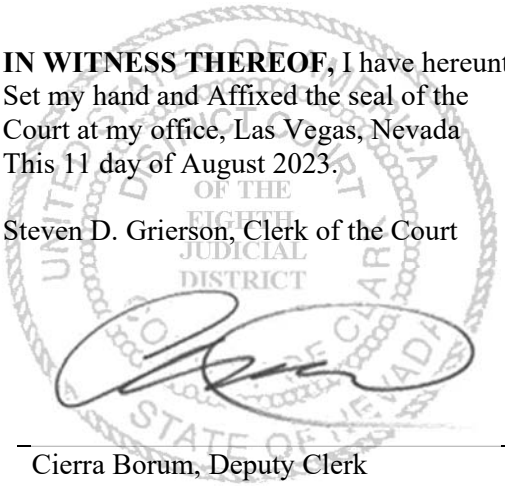
Case No: A-20-820498-C

Dept No: XXXI

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 11 day of August 2023.

Steven D. Grierson, Clerk of the Court



Cierra Borum, Deputy Clerk
A-20-820498-C