IN THE SUPREME COURT OF THE STATE OF NEVADA

MAILA LIKUA,

Appellant,

vs.

PAULINO GOMEZ,

Respondent.

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SUPREME COURT CASE NO. 91140
DISTRICT COURT CASE NO.
D-22-643298-D

JOINT APPENDIX

Volume 29

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ORIGINAL

EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

PAULINO GOMEZ, Plaintiff, vs. MAILA LIKUA, Defendant.	CASE NO. D-22-643298-D DEPT. O

BEFORE THE HONORABLE REGINA M. MCCONNELL, DISTRICT COURT JUDGE

FRIDAY, DECEMBER 06, 2024

TRANSCRIPT RE: DECISION

RECORDED BY: JAVS
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A P P E A R A N C E S

The Plaintiff:	PAULINO GOMEZ
For the Plaintiff:	MARILYN ANN CASTON, ESQ. JORDAN M. GARCIA, ESQ. 760 Coronado Center Drive Henderson, NV 89052
The Defendant:	MAILA LIKUA*
For the Defendant:	CORINNE M. PRICE, ESQ. MICHAEL P. CARMAN, ESQ. 8965 S Pecos Rd #9 Henderson, NV 89074
The Subject Minor:	PAULINO KEKUHAUPI'O GOMEZ, JR. Not Present

*Via Zoom

LAS VEGAS, CLARK COUNTY, NEVADA, DECEMBER 6, 2024, 8:30 A.M.

*** * * * ***

THE COURT: Good morning. We're calling case D-22-643298-D, Paulino Gomez versus Maila Likua. Could I have appearances for the record, please.

MS. CASTON: Good morning, Your Honor. Marilyn Caston, Bar Number 11654. I'm with Jordan Garcia from my office.

MR. GARCIA: 12374.

MS. CASTON: And Paulino Gomez.

THE COURT: Thank you. Good morning.

MS. PRICE: Good morning, Your Honor. Corinne Price, Bar Number 10237, with Michael Carman.

MR. CARMAN: Bar Number 7639.

MS. PRICE: And Maila Likua appearing by Zoom.

THE COURT: All right. Thank you.

All right. This is a time set for the decision on the modification of custody/relocation to Nevada, depending on the outcome. And we were just saying beforehand, we're going to figure out if you need to do the full-blown findings of fact before Monday or if you just need an order. You can just stay in contact with me or my staff, and whatever comes on, you know, we'll make sure to get it signed. If it just needs to be a quick order, I have no problem looking at it. I have a trial

today, but I can get to it by the end of tonight even, and you guys will have it. It will be filed before Monday, if that's all they need, so then everyone's kind of off the hook at that point. But you guys just let -- you know, just let us know, and my staff will keep me updated as well based upon...

All right. So to start out, you know, I think everyone in this courtroom understands custody decisions are very difficult. I mean, we're dealing -- financials are hard because people sometimes are attached to money. But let's face it, the kids usually, 95 percent of the time, are what the parents fight over the most, as they should, and these babies are the ones that are getting impacted the most out of when parents divorce or when they're never married and have a custody action. And when parties can't come to an agreement, that's left on me to make a decision based upon the facts and the evidence that are provided to me at the time of trials...trials.

And I never go into this lightly. I just want everyone to understand. It has been a hard decision for me. It weighs on me just as much as it weighs on you guys. And I'm actually talking to the parents because I know it's hard on you guys. And both of your guys' attorneys have done amazing jobs, and that makes it even harder for me as a judge because when they do an amazing job on both sides, I have to nitpick. And,

Mr. Carman, as you walked out, said please read all of the text messages which I did. I went through these. Because in the end, this is what's going to tell me the most. The schooling is going to help me. The pictures, the -- you know, the collateral evidence, but this is the two of you unedited to some extent. But I also feel like it's edited because you all know you're in a court. And I did find some of these to be a little self-serving for specific statements that were in there because I'm assuming everyone knew I'd be looking at these.

But pages 375 to 519, that's a lot of pages. And I'm pointing this out because I need you guys to understand this is -- this is probably what can make it even more difficult. But that's this many pages, and this is double-sided. That's a lot of pages for one month. That was just the month of October of 2024 right before this trial was moving -- was going forward. But even before that, I mean, here's, like, about a year's worth. There's a lot. And I understand you guys are doing pictures. You're doing videos. And that I appreciate. And maybe you guys could set up, like, a joint -- a shared Dropbox or a box we can actually just put these pictures in, and you don't have to do it through the messaging.

But I'm going to start out by saying, first of all, in a modification, it would be Mr. Gomez's burden to show that there's been substantial changes in circumstances affecting the

welfare of the children and that the modification would serve the child's best interest, so PJ in this sense. And so I have to go through these factors.

First, I have to determine was there substantial change in circumstances affecting his welfare and then is it in his best interest. So I'm just going to kind of go through some things. You know, I initially want to start out -- I've made a note that Ms. Likua was provided with primary custody and was allowed to relocate the minor child to Hawaii. And it's a -- I mean, it's a far -- it's a far one, but I felt pretty secure in my decision. It was appealed, but I felt secure in it. And we may never know what the outcome of the appeal would be depending on what happens today.

But the bottom line is Ms. Likua was given the ability to be the primary custodian, and a lot of my decision is based on these text messages. And I said it in July, I think, at one of the hearings that Mr. Gomez might be difficult because he has a tendency to be, like, this is the order; I'm following the order. This is the order; I'm following the order. He even went to the UNLV parenting course and said -- and his testimony was -- I learned. I took it on my own. I know there was discussion about possibly doing a parenting coordinator, doing a class, but he did sign up for it. And I found his testimony credible where he said I learned,

basically, keep it short and sweet, you know, to avoid any further disruption between the two -- or conflict, I guess I should say, between the two parties.

He learned that he wants to maintain or stick to the schedule because he doesn't want to cause any more conflict. So part of that, I think, is that learning. Although, that was pretty recent because he just attended it. But I also, as I stated previously, that's how he is.

And then Ms. Likua is how she is. But -- so my initial custody determination gave her primary, and that was based on both parties coming in here and testifying. We need the kid in preschool. We can't do this three weeks on/3 weeks off joint custody schedule any longer. It has to be done. It has to be done. And so I issued the order, and that's where we were. The kid get -- I'm sorry, the child, PJ -- I'll call him PJ. PJ gets enrolled into school, and there was -- Ms. Likua testified -- and it was confirmed by text messages and emails between the attorneys that she had been requesting Mr. Gomez to approve her preschool. She's waiting on his response before enrolling him.

And she was doing this under joint legal, so I'm not finding any fault on her there. I don't find that she did anything wrong (indiscernible). She was trying to figure it out. There was statements made in court on November -- early

November of 2023. You know what? We're fine with whatever preschool she wants to be put into -- put him into as long as she pays for it.

And then it was Bates 41, I believe. She says, well, I enrolled him because "I haven't heard back from you regarding Keku starting school as he is now five months behind his education. I was find a way -- able" -- I'm sorry. "During the last court hearing, your attorney made the statement if I pay the tuition, I could get him to start. I was able to find a way that tuition would get paid through June." So that text message was December 7th of 2023. So she -- I mean, apparently based on that, it's my understanding she was looking for a schooling pursuant to the statement in the court, and the child started in early December.

I do find that the attendance records shows the minor child didn't attend school between approximately March of 2024 through May of 2024. And I wasn't counting exactly, but there were roughly -- I think it was pointed out by Mr. Gomez's counsel -- approximately 52 absences that were associated with Ms. Likua keeping PJ out of school without letting Dad know. And I am focusing more on the time from April to May because that's what caused us to be here today in -- in November and so forth. So that's why we are here is because a lot of those.

Everyone was focusing on the FaceTime videos and

everything else, but I wanted to know what happened. Why wasn't he in school? Why didn't Dad know about this? And whether he knew or not, how did he come to find out about the information of Mom being here with the child?

Ms. Likua testified that the child attended remotely in April and May, but he was still counted absent. And the school confirmed that there was no remote learning. Ms. Likua testified -- and, I mean, I find it credible. I mean, she did testify that, well, I had contact with the teacher and she allowed me to FaceTime and learn some of the stuff. So she was trying to help PJ through it. But she did admit that she never discussed with Mr. Gomez about the child attending remotely. He didn't know about it.

I do find his -- Mr. Gomez's testimony credible regarding him not being able to receive messages from the child's school until May of 2024 because there is testimony, there is evidence that the information for Mr. Gomez was not correct, and he had no ability to even give that information to the school because it was Ms. Likua who registered the child for school and set it up. And the evidence was, through the testimony, that the phone number, the email, and the P.O. Box that was on the registration information for Mr. Gomez was provided by Ms. Likua, and she was the only one that had access to that. So he wasn't getting the emails. He wasn't getting

any information about the school.

And I believe there was testimony that she and Mr. Stone were the ones who entered the contact information for Mr. Gomez. But, ultimately, in the end, it's her responsibility to make sure that stuff is correct, if Mr. Gomez wasn't even given the information as to how to register or to even go through the registration which there's no evidence that he was given that opportunity.

With regards to the child being here, Ms. Likua -- you know, apparently, she was only going to be here April 5th and April 8th. The testimony was going now into May, so she ended up staying. But she didn't -- both of them testified that she didn't give any information to Mr. Gomez that she was staying near Mesquite so that she could go ahead and attend here on May 2nd and May 3rd. Again, there is the FaceTime videos. The child -- and I think they all admitted. The child said, "I'm in Mesquite. I'm at grandma's house. I'm in Moloka'i. I'm here." But no one corrected him. And was it Dad's responsibility to correct him? Well, Dad doesn't really know where he is because the child's with Mom. Was it Mom's responsibility to correct him? Probably. She should have said, "Oh, I'm sorry, Dad. We are here in Mesquite." But there was never that Mom even reaching out to say we're staying for this, and there is no evidence to support that. And at a

minimum, she had a duty, as the primary custodian, to say, "We're here. When do you want to see your child here?" Because I feel like what she missed in this whole thing is that Dad had limited time being in Hawaii. And with that limited time, she didn't even offer the additional time.

I know there are arguments, well, she offered him a couple days here to come out to Hawaii and a couple days in October before so he could see the school. He declined. I don't think that makes him a bad Dad. I don't think that makes him irresponsible or not wanting to see his child. Again, I think that makes him -- I'm following the order. This is when I booked my ticket. And that was another problem. We're dealing with flights from this area to Hawaii and booking and changes. And I just don't feel like there was a lot of give on that part.

And I do find Mr. Gomez was credible when he testified that she didn't -- that Mom didn't offer him any extra custodial time when the child was staying in Littleton [sic], Arizona. Instead, she sent him the messages on April 30th.

And another thing, I mean, some of these are little details, but it's stuff that I pick out. Because, first of all, you know I'm reading the stuff. But, second of all, it's little stuff like this that kind of, as parents, I think they

need to understand she texted Dad on Father's Day -- that's his day, no matter what -- and says, "Oh, I hope you have a Happy Father's Day." That's great. Have a Happy Father's Day. But then it said, "Can you -- can we give" -- I don't have this in here. "Can I talk -- can we talk to PJ today" -- I'm looking at February. I need June -- which would indicate that it's so Mr. Stone can talk to him. And you know what? If someone has stepparents -- whether they're married or not, if someone has a stepparent involved, that's great. We want our kids to have great relationships with stepparents. But I never ever want them to overtake the role of a true dad or a true mom. And when she texts on June 16th on 169, she says, "Happy Father's Day. I'm glad you're able to spend time with our son. We would like to talk to Keku today. Please let us know when is a good time for a quick call with Keku -- or please let me know." So -- nope, just "Please let me know."

So it's little stuff like that, too, that I think indicates the lack of understanding of, like, the true coparenting sometimes. And take note; I wouldn't want that to happen on Mother's Day by a stepmom.

So, anyway -- so based upon the fact of the lack of the parties working together, Dad didn't know he was here, I do find that there has been a substantial change in circumstances affecting the welfare of the child.

So now I move on to the -- because, again, they both came in here saying we want him to be in school, and he wasn't. And then he didn't know where the child was I'm going to say approximately 25 days. I think they said it's a little bit longer. But at a minimum, mid April to mid May.

So next I get up to the best interest of the child factors. Some of these aren't applicable or some are neutral, but allowing the frequent association, Factor C. In the text messages when Dad had the child over the summer, Mom was texting him a lot. I want to talk to PJ. I want to talk to PJ. I totally understand a parent's wish to talk to their child when they're not around. And, again, that's the difference in their parenting style, I guess. She wants to talk to him every day. He wants to follow the schedule by the Court.

But either way -- again, this is where I was struggling because I'm, like, Mom knows Dad has limited time. He only gets those summers. And she even got an extra week during that summer that I threw in there, five days, seven days -- five days. And I typically don't do that on out-of-state visits, but I did. I don't know why. I did. I'll be honest. Because she requested it and I felt like, okay, it's hard. And maybe that was something they could eventually grow past because the child was four or five, and

she's mom and I knew it would probably be hard on her to be away for the whole summer, even though I know it's hard on Dad. I'm not saying it's not. But I allowed it.

And -- but there was still this constant texting back and forth. He's, like, I'll let you have FaceTime 7:00 p.m. Nevada time. Okay. We're sticking to the same schedule. Mr. Gomez likes his order. He's very stringent on that, and that's okay. That doesn't make -- again, that doesn't make him a bad coparent. Her being flexible definitely doesn't make her a bad coparent. That's not the issue. The issue is PJ's being put in the middle of this, and Dad doesn't have -- Dad had very limited time, and he wants to take advantage of it and do what he can during that time.

And there was this argument about -- when she was coming back for that seven days, five days in the middle of the summer. She was upset because he wouldn't -- he wasn't responding or it took him some time about the baptism, and now, "Oh, well, great. You made me miss the baptism with my family," which I -- again, I thought that was a little ironic and a little hypocritical because if you want to spend time with your family, do it on your specific time or come back a different time. But it shouldn't be on Dad to say, "Okay, I'll give up some of my summer so he can go to a baptism with your family who still lives on the main land," that they argued up

and down that I was wrong because there was all family here. But this is what happened, is Ms. Likua, you're kind of, like, building the case for Mr. Gomez because of this.

And then there are the issues of the FaceTime. He wanted it at 7:00, and then I guess when he was taking the UNLV, he's, like, "Okay, I'll do Tuesdays at 8:00" because of the UNLV class. And Ms. Likua's, like, "Of course, I will always allow -- I'll modify FaceTime call." But that's the one that I felt like was a little bit self-serving. I felt like -- like, okay, great. Like, the response is, "Okay. Eight o'clock's fine. I have no problem modifying." But it was just -- and because that wasn't the first one. There were several. "I will always do this. You never make time for this." And I made reference to some specific exhibits, which I can address outside of this. But she -- then she also continues to enroll the child in activities that is going to affect his time. And, again, I know sometimes that feels like, well, he needs to be in these activities. He does, but I also feel that he needs to have these relationships with both parents, and they need to be on board about that.

There was the issue of Dad's winter break in 2023. They had to get the Court's assistance. And then you guys were back in front of me for the summer regarding the graduation and Father's Day because of the preschool graduation. Dad wanted

to pick the child up. And the FaceTime has always been an issue.

And with -- you know, I think there was, you know, some -- we're calling, we're calling. I only want it at 7:00. I want it at 7:00. I think -- I think he was calling a little early, and -- there was a message on February 8th. "Paulino, I gave you advance notice and ample time to prepare allowing you to adjust your work or personal schedule accordingly so that you can have quality time to FaceTime with Keku when he's more focused." And then she's saying, "And so Tuesdays and Thursdays around 3:45 to 4:00 and Sunday mornings are best." But, I mean, these aren't conversations. It's "I'm telling you this is what's best" instead of, "Hey, I think that this is where we're at." And then he says, "Nope. I want 7:00 p.m." Okay. Well, then maybe that's where your counsel, Ms. Likua, could have reached out to Mr. Gomez's counsel, and say, "Hey, we understand he's really stringent. Can we figure this out?" or that's something you guys are going to have to do in the future. You guys have 13 more years.

So, anyway, I find that the parent more likely to allow child to have frequent association, I think that favors Dad slightly.

The level of conflict. You guys still have the conflict. That's why you're in front of me again today or why

you've been in front of me this whole time. Mom continues to message Mr. Gomez about how he parents the child during his time. That increases the conflict on his side. He doesn't want to be told how to parent his child. Mom's -- I'm sorry. Dad's lack of being flexible on phone calls increases conflict with Mom. She wants him to be flexible. That's understandable. Neither of you are cooperating very well, and that's what's raising the conflict, is you just -- you aren't doing what needs to be done for PJ. All right. So that factor's neutral.

The ability of the parents to cooperate. That's a factor that's going to favor someone. Mom's -- Mom always says Dad's not cooperating. Dad's, like, "Well, look at all these messages she sends. It's excessive. I can't -- there's fliers in there. There's events." And when I was going through these, I was, like, okay, are these events that she just, like, hey, this is what we're doing. Or are these events that he's actually a part of, or just things that he wants to do? I think on September 26th, there was this Kulaiaw Welcoming Paddlers -- some event, block festival, and it was for September 27. Then on the 26th, Keku will be performing at the opening ceremony for this program, I guess, but he found out the day before. And then there was the next one with the picture of a shirt and saying, "Hey, he's going to be selling

shirts. They're accepting donations." Mr. Gomez doesn't need to know about donations. If you want to donate, that's great, but that's not something that he needs to see all these messages for, and it's confusing.

Exhibit 1415, there's a picture. "Play ball. Mental game -- skills for young baseball players." Is this the baseball program he's signing up for? Or is it a book? Because it says by Johnny Powers. So I'm going through these, going, Are these books? Are they events? Is this stuff she wants to do with him, asking for his approval of it, or just, hey, there's a pumpkin patch; here's the flier. Hey, there's a fun fair; here's the flier. Here's another fun fair for a flier [sic]. Here's a Halloween costume contest, a trick-or-treat where they need donations. Again, are we asking for him to donate to that trick-or-treat? Because it's talking about dropping off fruits and snacks. He can't do that because he's in Nevada. The costume contest, it's -- it's great if -- it would be more conducive if she took the picture of him in the costume at the contest. That's what he would want to see. He doesn't want to see the flier about the costume contest. He probably could care less about the flier. Tell him about what the child's actually doing.

So when -- and then the activities, the extracurricular activities. Again, there's -- I'm signing him

up for swimming. Oh, there's baseball and soccer. That -- that's starting in the next season or whatever together. There was no differentiation of those so we're going to need different periods. So I -- there was a November 4th, 2024, report where Mr. Stone was present at this parent-teacher support meeting for PJ. Mr. Gomez was not aware of this, and he even testified that he didn't give consent.

Again, this goes to cooperation. It's not happening. And, Mom, you had the ability. You needed to be more understanding that Dad needs to be more involved but not with fliers, with actual involvement. The stuff that isn't important you're flooding him with. The stuff that is important, you're not, like the medical records. "Oh, why are you trying to get the medical records? It's messing up my portal." He wants to see the medical records. And Mr. Test- -- Mr. Testified. Mr. Gomez testified he hasn't been able to gain access to medical records. When he tried to, he was confronted about what he was doing and why he was doing that.

But there was no -- you know, I didn't find a lot of substantial evidence showing that Dad's not being cooperative other than he's kind of stringent on his -- again, "I'm following the court order." So I don't want to hear that anymore -- no. You have to follow the court order,

actually, so I do need to hear that, I guess. So I do find that favors Dad more. It doesn't favor Mom because I don't -- I just don't think that Mom has been cooperating like she should as the primary custodian should have been.

The physical, developmental, emotional needs. Again, Exhibit -- I'm sorry -- well, it's Exhibit AA, but it says EX292 is the Bates. Mom stated that PJ is starting kindergarten behind his peers, and that was corroborated by that text message on August 27th, '24. We had that Exhibit 306 where PJ scored a low proficiency level possible. But there was another -- I think it was 0042, where it was about the preschool. And I thought odd that she would put in here about -- well, yeah. "Well, he's starting preschool this month in December through June. I can only hope that if he doesn't miss any more classes that he can eventually catch up with his classmates to not be held back from going to school next year with the kids of the same age."

This was preschool, and there are some kids that don't even attend preschool. They attend day care. They stay at home with babysitters. They stay at home with Mom and Dad, and they never attend preschool, and they're not going to be held back from kindergarten because they didn't attend preschool. So I just thought that was kind of disingenuous and maybe more of this, "Hey, Dad, it's your fault. If our kid is

behind, it's your fault because you refuse to -- it was due to the delay in response from you and your refusal to cooperate." And then Ms. Gomez [sic] testified that PJ was receiving above average marks in kindergarten, but that was in direct conflict to the Exhibit BB that was provided.

And he's exhibiting behavioral issues, and someone needs to find out the root cause of that. But something's going on. And -- but it's happening on Mom's time. And then the fall break there was the issue of him having to do homework, the whole fall break while he was visiting Dad. Again, Dad gets limited time. I understand keep your kids engaged, and I don't think Dad had an issue with it, but it was just, like, "Can you tell me why? Does he" -- and I understand there was the testimony that Mom -- he'd gone to the -- oh, there's the evidence -- that he'd gone to the -- he'd known about that he was supposed to have the February -- or he was supposed to do that over fall break. But even so, he was just kind of, like, "Why? I mean, I'll do it, but can you just tell me why?"

And there's the issue about the child's focus. Again, I think everyone made such this big deal out of that one text message about the child going to his well check -- it did say that -- and they're going to check his focus. And I know we've kind of looked at Mr. Gomez. Well, you've been here

without an interpreter. You understand what's going on. But I think we also have to understand it is his second language. He probably doesn't -- he just reads through it. He's -- and maybe it's all because of the extent of the messages too. Maybe he's, like -- and it gets lost in translation literally and figuratively.

And so I do -- I found that testimony credible. He was just kind of, like, "Oh, it's a well check," but then he did realize, "Oh, wait. I don't understand what's going on here." And I understand, you know, Ms. Likua believes that he's misunderstanding the diagnoses, but I don't -- I do think the messages are a little veiled in how they're written. And I -- it makes me wonder, Is that for a reason? So I do find that favors Dad.

H, I, J, K, L, not -- those aren't applicable. L, I know there's the argument of the concealment. I'm not going to find that there's abduction, but there was the, "Hey, where's my son?"

And then I just want to -- like, other factors. Ms. Likua testified that she believes that PJ picks up on her stressed out, upset moods and picks up on her vibes and everything that's going on. And he's five. He shouldn't -- like, yes, kids are going to pick up on our moods, but we need to kind of also watch out how we're displaying ourself. And

I'm sure everyone in here gets a little testy when they're stressed out, and if they have kids, they might get a little testy with their kids. And you're -- kids probably understand that, and that's going to happen. But for PJ to take it in so into himself so much, that could really affect him. And there was a text about, "Oh, my goodness, I can't believe I let you talk to the child over FaceTime." This is page 378. "And PJ was crying after the phone call, and I wasn't there to console him." I don't know what happened on that phone call, but you're not always going to be there to console PJ, and that's okay because that's how he's actually going to grow up and understand that some hard things are going to happen in this world, and he needs to self-console himself, if that makes sense.

Oh, and the thing I didn't like -- I'll be honest. I didn't like this. Ms. Likua testified that Mr. Gomez left her and PJ guessing whether he was going to send his son a preschool graduation gift. Number one, PJ shouldn't even know whether Dad's -- I mean, that -- life isn't about necessarily giving gifts, and maybe we're sending the wrong message there. But I know we all like gifts. And it was an important thing. That's fine. But then to turn it into making the child feel sad where he's, like, literally waiting by the mailbox, which was the testimony. That was not acceptable, and I don't think

that -- I find that that is trying to put Dad in a bad light, and I don't -- that's unacceptable to use that, especially when he texted and said, "Oh, it's not going to get there in time. I'm just going to bring something." Why didn't PJ know that Dad's actually going to bring something in person, which is probably more important than dropping it in the mail. Because then Dad can say, "I'm so proud of you. Here's your gift. Yea, you graduated." And it wasn't done here.

And then -- and I think in that same message, Mom's like, "Oh, and while you're thinking about a gift for PJ, maybe get something for the class." Dad doesn't know the class. That shouldn't be his responsibility. And so I find, like, even on those factors, those favor Dad.

So we get to the relocation. Because I do find that there's a basis to modify custody. Whether to joint or primary, I mean, we'll get there. I think joint would be amazing. I guess it depends on if Mom wants to move back to Nevada because I do find there's a good-faith reason for the move. I kind of all have to take this in a vacuum. I think that's what's hard with relocations after -- especially in the initial thing. I allowed the relocation. And I know Ms. Price put in her brief that, you know, we're going to uproot PJ. He's been there a year. And I also believe that I think that kids are very resilient, and they'll -- they'll get through it,

especially with their parents working together and encouraging it.

So I do find that there's a good-faith reason for a move because he'll be -- I feel like modification is in the child's best interest, and he'll be here in Nevada with the majority of his family. Ms. Gomez -- I'm sorry. Ms. Likua's own sister testified that she hasn't visited the child in Hawaii. It's always when they've been back here. And Dad even testified that he let PJ go visit his maternal family, grandparents, I believe, someone on the maternal side during his summer visit. So he even took some of his own time to give to Mom's family on his summer because he felt like that was important.

Then I already went through the best interest, so those kind of just apply under the relocation.

With regards to -- and I have these notes here. The third factor is the actual damage. I do find that there will be an actual damage because I think -- I think this might help reduce the conflict. I mean, I know Mom thinks that Dad does some of the conflict -- and I believe he does. I do believe he adds to some of the conflict, but so does Mom. And Mom had the ability during this time to show how she was going to be a primary custodian who is going to encourage all of this, but it's not -- it didn't go down like it should have as a primary

custodian. So I do find that there will be an actual damage to both Dad and the child. The Dad has his career here. He has his business here. He has his family here. Mom has her family near. And so the actual damage will be there is the income from Dad -- so, I mean, because when we look at actual damage, we look at finances as well, but -- and I'm still getting the finances done, but there is that -- the relationship with Dad is going to continue, and he will encourage that relationship with Mom while Mom's in Hawaii.

Then we just go to the second prong because I do find that he's met those three prongs. So will the move improve PJ's quality of life? I think it will. I understand he has these great -- all these great activities in Hawaii. And it sounds amazing, and I wish we could all be there doing those great activities, but that's not the main thing for PJ's quality of life. It's his family. It's his friends. It's his schooling. It's -- and anyone who's in front of me knows I'm a big advocate of schooling. That's important to me.

And he's having behavioral issues there that Dad didn't even know about until the school told him. And Mom supposedly didn't know about it, but you're with the child every day. And is it maybe all of these activities getting in the way of his schooling that's causing him to act out in school? I don't know. But I do find that there is going to

be -- it will improve the quality of life for PJ. And maybe it will even allow you guys to share the joint custody because I do think that would be best for the child, but I want it to be here in Nevada.

The motives behind the relocation are honorable. I don't -- I truly -- I know everyone -- I'm sorry, Mr. Gomez, but I know everyone's putting you out to be the bad guy. And you're the Dad, and you haven't done all this and -- but I don't think he is doing anything intentionally. I think he truly tried. He was upset. He appealed it. Okay, I get it. But I truly think he tried to make the best out of what he was ordered from me. And -- and I understand that, and I think he did try that. That's where I kind of got frustrated because I don't think, Mom, you were doing your 100 percent that you should have been doing. So his motives are definitely honorable.

He will abide by an alternate custodial order. I know that for a fact. He's going to do what I say. He's not going to go from it, but hopefully you guys can have some -- I want you guys to have some flexibility. If Mom needs to talk to the child at 4:00 p.m. Nevada time, well, let her talk to the child at 4:00 p.m. Nevada time. It's just a matter of communication.

Then -- and I do feel like Mom tried to disregard

some of my court orders or kind of view them more favorable to her, even though she had the lion's share of time with the child. And I know it's during school, but that's what we get when we have two parents that aren't -- you're going to lose your summer time, and it is what it is.

I don't think that Ms. Likua's motives for resisting relocation are out of line. I mean, she loves her child. She wants to be with him. And so I'd never find that -- again, 99 percent of the time, I don't think anyone's efforts in disputing it are bad. And I -- there is definitely an opportunity for Mom to maintain a meaningful relationship with the child after this order because he's been doing it. It's just not going as well. And he's going to encourage it during your time. And then in the summer, when PJ's there, he's going to be out having all this time to do whatever he wants when he's with you. He doesn't have to worry about school.

So I do grant the motion to relocate back to Nevada, and -- so my bottom line is, I'm going to -- I would love to order joint physical custody, but until -- if and until Mom wants to move back to Nevada, I am going to award Dad primary physical custody with our typical out-of-state visitation. So that will be Mom will get one week after school in the summer until two weeks before school. I'm not -- sorry. I'm not going to give you those five days. If Mom's in Nevada at any

time, she's to give you 14 days' notice, minimum. Thirty would be great. But -- unless it's a holiday. You guys need to follow the holiday. But if it's just a normal day, and she says, "Hey, I'm coming to Nevada. Can I see him? I'll be there in 15 days" -- I don't know how quickly you can get on a plane from Hawaii, how expensive it will be, but if she does, yes, work it out. It's for the weekend. Mom will get any weekend she's here.

And at this point, I'm not -- I could ask you guys to file additional -- because I'll be honest. The financial disclosure forms have just not been very good with regards -- I don't know if you guys want to, but right now I'm not inclined -- I'm not going to order child support by Mom. And the receiving parent's going to pay for their travel costs. The medical expenses are going to be covered 50/50 by the 30/30 rule.

Listen, I know everyone's going to walk out of here sad. I think I even -- I mean, you're happy because you're going to get your child more. But, Mom, I know you're very disturbed and you're very hurt, and I understand that as well. Again, this is one of the hardest decisions I've had to make. It was one of the hardest decisions last July I had to make. You guys have made it hard on me because no one wants to stay in Nevada -- well, you don't want to stay in Nevada, and I get

it. Hawaii's beautiful. But that's what's made it hard on everything.

So I just want to specify for the record also that I did go through these text messages, and there were some that I thought were very -- they just weren't helpful, and they weren't very conducive to Mom. And, yes, again, Dad was sometimes doing his thing, but I felt it favored Dad more than Mom, and I don't -- I guess that's just my order.

Anything else? Do we need to attach --

MR. CARMAN: Can I -- can I just verbally move for at least a limited stay? She's pregnant. She can't even fly right now.

THE COURT: Well, I understand. But how can we address that?

MR. CARMAN: Well, and can I just -- the second part of the request for a stay is -- we haven't -- she's not here. We're not speaking to her right now. We have to advise her of her appellate rights and --

THE COURT: Right.

MR. CARMAN: -- everything else after this hearing.

THE COURT: Uh-huh.

MR. CARMAN: She has no access to community funds. She -- the financial --

THE COURT: Well, that's going to be done, and I'm --

seriously, it's really getting close to being done.

MR. CARMAN: But a limited stay would at least make sure she has meaningful access to assets so she could appeal this if she wants to. I don't know if she's going to appeal it.

THE COURT: Right.

MR. CARMAN: I don't know what's going to happen from here.

THE COURT: I'm sure it probably will.

MS. CASTON: Your Honor, there's no --

MR. CARMAN: But I do have to ask for that --

THE COURT: Right.

MR. CARMAN: -- because she's in a position right now where she has -- she has enough money to survive, but she does not have funds to pay us. She hasn't paid us --

THE COURT: Okay.

MR. CARMAN: How much are we owed right now?

MS. CASTON: Your Honor --

MS. PRICE: Over 200.

MR. CARMAN: $200,000.

THE COURT: Oh, my...

MS. CASTON: The world (indiscernible).

THE COURT: I know. I know. You guys --

MR. CARMAN: I mean, I don't want to sound --

THE COURT: But I do have a trial starting at 9:00. What's your response really quick?

MS. CASTON: Our response is there's no basis for the Court to stay this action. He needs to -- he needs to adjust, transition over the winter break, would be my suggestion. And I haven't spoken to my client about this, but I offer on his behalf some gracious extra time that she could send him -- my client could go pick him up, actually, to help with the travel cost -- closer right to when he starts again in January to give her a little bit of extra time.

THE COURT: Which is, like, January 6th?

MS. CASTON: Yeah, something like that, like January 5th, whatever the date that's right before then.

THE COURT: It might actually be January 7th. They might start on Tuesday.

MS. CASTON: Yeah. Let her have the Christmas vacation with him, the entire period with him, get everything resolved and ready to go. My client can make sure he's all signed up and everything's good to go with the school out here, and then she can pursue her appellate rights with whatever she -- I mean, she --

THE COURT: I understand. I understand.

MS. CASTON: She's not going to be ordered to pay child support. She's -- they are still splitting the travel

costs like they always have before. There's no financial hardship other than she'll have to find her own appellate attorney. She'll have to go to pro bono, or she'll have to wait for the financial award. And she's got her 30 days from notice of entry from when the order goes into effect, so that's not a basis to stay this just because -- a small child who has to go to school. He needs to start school in Nevada.

THE COURT: Right. I'm going to -- I'm not going to do the stay, but I will allow the child to stay with Mom until January 3rd. Dad can pick him up the 4th or the 5th. The 4th, on a Saturday, at around 5:00 p.m.-ish, whatever time that that will work. I'm going to have him pay -- just be responsible for both flights, pick him up and come back. Mom will get this whole -- the rest of the month of December. Again, I know this is tough, but I think -- I --

MR. CARMAN: And I'm just concerned --

THE COURT: It's just fine. It's the messenger.

MR. CARMAN: -- Your Honor, from a practical standpoint. I mean, this case is having a massive financial impact on our firm, as you can probably imagine. To give her an order and no means to -- I mean, she really does not have any financial means to even continue her legal representation. And I'm not criticizing the Court. I understand the financial trial is a difficult one too, and I'm -- but there's got to --

THE COURT: No, you can criticize me. It's okay.

MR. CARMAN: No, but --

THE COURT: I take -- I take it. I understand. You guys deserve it. It's my fault.

MR. CARMAN: He's continued to have access to all of his community income from the business with no disclosures. We have no insight as to what he's been earning, what he's been doing. Obviously, you know, I --

THE COURT: That's the point I'm struggling with. That's why I said FDS should be amazing, but --

MS. CASTON: (Indiscernible) nothing to do with today.

THE COURT: It's the -- right. I understand.

MR. CARMAN: But it does because you're leaving a litigant with no financial means to appeal if she wants to appeal.

MR. GARCIA: That's just not accurate.

MS. CASTON: That's not a --

THE COURT: I know. I know. I can't -- yeah, I know. I understand. I'm going to deny the stay. I appreciate your position, Mr. Carman -- I truly do -- and Ms. Price. I know you guys have worked your butts off for this and doing what you've done. You guys have too, but, I mean, I'm just saying I understand the financial position you're in.

MR. CARMAN: But we're also trapped on this case --
THE COURT: I know.
MR. CARMAN: -- during the time period --
THE COURT: Oh, because of the --
MR. CARMAN: We are going to have to file a notice of appeal if she decides to do it because I doubt we're going to have --
THE COURT: But you have until the findings of fact and conclusions of law are entered into this; right?
MR. GARCIA: And then 30 days after.
MS. CASTON: And then 30 days after.
THE COURT: And I'm not -- you're going to get the decree with -- I'm promising --
MR. CARMAN: Okay.
THE COURT: -- before the break. I am not taking this to Christmas.
MR. CARMAN: No, and --
THE COURT: I'm not carrying more binders with me over Christmas.
MR. CARMAN: Can I -- can I ask Your Honor a question about the finding -- I mean, we've obviously run into a *Kogod* situation, where we had a trial and we have no idea what's happened since the trial. I don't know how the Court's going to address it in a final order. Do you have any guidance for

us as to how we're going to deal with anything that's happened financially between the time --

THE COURT: The thing I'm struggling with is the lack of the evidence on, like, the -- basically, the incomes. The business, it was -- I'm looking at it as a premarital business but then still has some community property interest, so she's going to get something from the business. And so she is going to get something from that. The alimony I'm struggling with because she is cohabitating, and she's working and -- I was just -- I wanted to do one more last little bit of research on the cohabitating versus a marriage and --

MR. CARMAN: Okay.

THE COURT: -- since it's been done.

MR. CARMAN: And then just from your comments today, if she decides to move back to Nevada when she can --

THE COURT: There will be joint custody.

MR. CARMAN: But is it going to be a modification of alimony at that point because her expenses are going to materially change.

THE COURT: Oh.

MR. GARCIA: Well, then it will be less.

MR. CARMAN: I'm just trying to track this --

THE COURT: I know.

MR. CARMAN: -- all out in my brain --

THE COURT: I know.

MR. CARMAN: -- in live...

THE COURT: "Oh, I wasn't prepared for all this." I know.

MR. CARMAN: Yeah.

THE COURT: This is what you have to live with, Ms. Price.

I don't know.

MR. CARMAN: Okay. And I'm just --

THE COURT: And -- no, I thank you for that, Mr. Carman. And I honestly -- I -- I've taken full responsibility. It is my fault. That's why criticize me all you guys want because you have the right to do that.

MR. CARMAN: I don't hold any criticism today.

THE COURT: No, no, no. I know.

MR. CARMAN: It's really just --

THE COURT: And that's why -- because doing this order, it was hard. Doing the financial is hard on them because I want to make sure I get it right.

MR. CARMAN: Yeah.

THE COURT: Because I don't want them to have to appeal it. Because that's just more money they're both wasting. And I don't mean that in a bad way, but it is wasting. And so I'd rather you guys be happy with the final

outcome and then going and --

MR. CARMAN: And to me it's not even a matter of being happy with it. It's right now we're in this weird thing where we've had a second custody ruling --

THE COURT: I know.

MR. CARMAN: -- and we have -- you know, we're kind of in limbo on finances, not -- and, again, this is not like a --

THE COURT: No, no, I get it, but --

MR. CARMAN: -- it's a fault, Judge. It's just -- but I'm concerned if she does what the Court is hoping she does and moves back here, oh, my gosh, are we really going to have another --

THE COURT: I guess it would depend on if what -- where she's moving back.

MS. CASTON: Yeah, because she's got family here, so she could stay with family.

MR. CARMAN: And, again, we haven't talked --

THE COURT: Oh, and still have the house (indiscernible).

MS. CASTON: Yeah.

MR. CARMAN: We obviously haven't spoken to our clients.

THE COURT: It all needs to be built.

Okay. She'll have the time, and you're going to have the decree soon.

MR. CARMAN: Okay.

THE COURT: Soon. I wanted -- I had to get this one done and --

MR. GARCIA: The Supremes didn't give us much choice.

THE COURT: I know.

MS. CASTON: No, they did not.

THE COURT: And they -- but, again, I'm taking -- it is mine, you know, and I feel horrible because they need closure.

MR. CARMAN: I'm not trying to make you feel bad.

THE COURT: No, no, no. It's -- you're not. I -- it's my own personal.

MR. CARMAN: Okay.

THE COURT: Because they need closure. And as judges, that's our duty. And that's why I'm, like, I've got to get it done, and I'm going to get it done. And I'd like to say with -- I'm getting it done before the break, but I would like to even say, like, this weekend, because this is helping me get everything else put into place.

MR. CARMAN: Well, and I hope you understand. I'll -- again, none of that --

THE COURT: No.

MR. CARMAN: I'm trying to be pragmatic and understand where we're going from here.

THE COURT: No, I understand. I understand. I understand.

MR. CARMAN: Okay. And we're good.

MS. PRICE: Are we taking the existing visitation schedule and just flipping it?

THE COURT: No, because he's not going to get that week in the summer. I'm just going to institute my own personal --

MS. PRICE: Okay.

MR. CARMAN: Okay.

THE COURT: -- my own personal out-of-state.

MS. PRICE: My concern was for the long weekends. She can't travel right now.

THE COURT: Right.

MS. CASTON: (Indiscernible.)

THE COURT: And that's why I said, if she wants to come, even if it's just because she's going to come for a week to visit her family --

MS. PRICE: But I'm saying she can't travel to Nevada right now --

THE COURT: Right.

MS. PRICE: -- because of the pregnancy. So for

those long weekend visits --

THE MARSHAL: You want a copy; right?

MS. CASTON: Yeah.

MS. PRICE: Because she had the option of bringing PJ --

THE MARSHAL: Okay. I can make two copies.

MS. PRICE: -- Kahana picking PJ up and bringing...

THE COURT: I might need a copy.

MS. CASTON: Well, I mean, she's due in March. This is a problem that will resolve very shortly, and then thereafter --

MS. PRICE: A problem that will resolve.

MR. CARMAN: Well, part of it.

THE COURT: The baby part will be hard still but...

MS. CASTON: The -- the not being able to fly.

THE COURT: Yeah.

MR. CARMAN: (Indiscernible) a Democrat.

MS. CASTON: And then after that, she'll be able to fly and come here hopefully a lot. And then she's using Kahana right now, is my understanding, to help with transportation --

THE COURT: Okay.

MS. CASTON: -- on her end.

MR. CARMAN: Okay. And we don't want to hold you. It's just -- we're trying to wrestle with all this.

THE COURT: I know. No, no, I know.

Again, I want to reiterate you've got to work together. Okay. I've done this for specific reasons. I hope you see why I've done it. Don't fall into that same trap. You need to -- I think your counsels with tell you be open. Okay. That's what I'm looking for. And if Mom moves here, then you guys can let me know or figure it out. I think you guys know where I'd go on that, though.

MR. CARMAN: Yeah, yeah.

THE COURT: Because that's clearly a basis to modify. Okay.

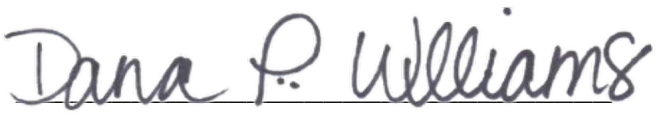
THE CLERK: Off the record?

THE COURT: Yes, thank you.

(Proceedings concluded at 9:18 a.m.)

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



Dana L. Williams/Carla Richardson
Transcriber

MR. CARMAN: [50]
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DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

PAULINO GOMEZ, Plaintiff, v. MAILA LIKUA, Defendant.	CASE NO.: D-22-643298-D DEPT. NO.: O

NOTICE OF APPEAL

Notice is hereby given that Maila Likua, Defendant in the above-captioned case, by and through her attorneys, Corinne Price, Esq., and Michael P. Carman, Esq., of CARMAN & PRICE, hereby appeals to the Supreme Court of Nevada from the Findings of Fact, Conclusions of Law, and Final Custody Decree dated January 23, 2025.

Dated this 20th day of February, 2025.

CARMAN & PRICE



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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that on this 20th day of February, 2025, I caused the above and foregoing Notice of Appeal to be served as follows:

☒ Pursuant to EDCR 5.205 and NEFCR 9 by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first-class postage was prepaid;

to the following:

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DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

PAULINO GOMEZ,

Plaintiff,

v.

MAILA LIKUA,

Defendant.

CASE NO.: D-22-643298-D
DEPT. NO.: O

NOTICE OF NEWLY DISCOVERED EVIDENCE RELATED TO UNDER ADVISEMENT DECISION

COMES NOW Defendant, Maila Likua, by and through her attorney, Corinne Price, Esq. of CARMAN & PRICE, and submits this supplement to her Motion to Alter or Amend Findings and/or for Reconsideration Regarding Various Financial Issues from December 19, 2024 Finding of Fact, Conclusions of Law and Decree of Divorce and Order Regarding Orders to Show Cause.

As the Court is aware, Maila asserted in her pending motion that the Court erred in its determination of her potential income from the resale business and failed to recognize the harm to that business that was caused by the depreciation and damage of the inventory that remained in Paulino's control throughout the parties' litigation. *See* Maila's January 9, 2025, motion, page 8, line 8, to page 9, line 10.

Maila further asserted that the Court failed to recognize Paulino's decision to block her from inventory items – which caused their value to become significantly depreciated – as community waste. Id., page 9, line 18, to page 11, line 4.

In the context of contempt sanctions, Maila further asserted that the Court's prior findings failed to appropriately recognize that Paulino's interference in preventing Maila from selling inventory items for over two years resulted in "the significant loss in value of the inventory based upon the length in time it had sat is storage, including the availability of newer model items with warranties and changes in market trends." Id., page 18, line 7, to page 19, line 15.

Finally, the Court's present Findings of Fact, Conclusions of Law, and Judgment dated December 20, 2024, contemplated that the remaining inventory items to be sold with the proceeds to either be split between the parties (as indicated on page 19, lines 10 to 11), or that Paulino's share of

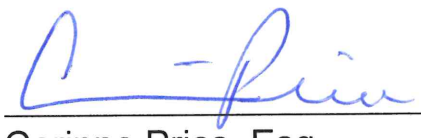
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such inventory would be paid to Maila as equalization (as indicated on page 32, lines 23-24).

The attached newly discovered evidence attached hereto as Exhibit "A", directly effects the arguments set forth above, and the prior findings and orders of the Court.

Dated this 19th day of March, 2025.

CARMAN & PRICE



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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that on this 19th day of March, 2025, I caused the above and foregoing document to be served as follows:

☒ Pursuant to EDCR 5.205 and NEFCR 9 by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first-class postage was prepaid;

to the following:

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Exhibit A

Corinne Price

From: PCI Auctions West Coast <pciauctionswestcoast@gmail.com>
Sent: Wednesday, March 19, 2025 10:04 AM
To: Corinne Price
Cc: Marilyn Caston; Mike Carman; Melissa Goodwin; Jordan Garcia
Subject: Re: GOMEZ v. LIKUA - finishing selling off inventory

Good morning,

I am writing to formally notify you that I will no longer be able to auction the inventory in my possession due to significant and irreparable damage sustained as a result of improper storage conditions. Specifically, the inventory, which includes electronic items, has been exposed to excessive moisture and extreme temperature fluctuations far beyond the manufacturer's specifications. As a result:

1. A substantial portion of the electronic inventory has suffered water damage, rendering it non-functional and unsafe for sale.

2. The storage containers were not waterproof, leading to extensive mold contamination. This presents a serious liability risk, as exposure to mold could result in health hazards for consumers, potentially leading to illness or even death.

3. Due to prolonged exposure to moisture and temperature extremes, the packaging of the items has deteriorated to a point where the products can no longer be represented or marketed as "new" in good faith.

Given these conditions, it is impossible to recover any costs associated with this inventory, let alone make a profit. Furthermore, the compromised condition of the products makes it infeasible and unethical to proceed with an auction.

In light of these circumstances, I am unwilling to assume any further liability, costs, or obligations related to this inventory. As such, rather than pursuing my damages from the failure of the parties to effectively participate in the sale (an in fact tell me to cease and desist from any sales), I am prepared to offer all sides to walk away from the agreement without making any further payments by and between any parties. Please confirm receipt of this notice at your earliest convenience.

Thanks,

PCI Auctions West Coast

On Thu, Mar 13, 2025 at 4:41 PM Corinne Price <corinne@nvfamilylaw.com> wrote:

That PCI Auctions should proceed with the auction(s) for the remaining items as ordered by the Court.

I do not understand the commentary about Maila's alleged interference, but she is in Hawaii so I do not see this as a source of concern.

Corinne M. Price, Esq.

CARMAN & PRICE

Family Law Attorneys

8965 S. Pecos Road, Suite 9

Henderson, NV 89074

T: (702) 384-8900

F: (702) 384-6900

From: PCI Auctions West Coast <pciauctionswestcoast@gmail.com>
Sent: Thursday, March 13, 2025 4:03 PM
To: Corinne Price <corinne@nvfamilylaw.com>
Cc: Marilyn Caston <marilync@nevadafamilylaw.com>; Mike Carman <mike@nvfamilylaw.com>; Melissa Goodwin <melissag@nevadafamilylaw.com>; Jordan Garcia <jordang@nevadafamilylaw.com>
Subject: Re: GOMEZ v. LIKUA - finishing selling off inventory

What is being confirmed?

PCI Auctions West Coast

On Thu, Mar 13, 2025 at 4:01 PM Corinne Price <corinne@nvfamilylaw.com> wrote:

> Confirmed.

Corinne M. Price, Esq.

CARMAN & PRICE

Family Law Attorneys

8965 S. Pecos Road, Suite 9

Henderson, NV 89074

T: (702) 384-8900

F: (702) 384-6900

From: Marilyn Caston <marilync@nevadafamilylaw.com>
Sent: Tuesday, March 4, 2025 2:34 PM
To: PCI Auctions West Coast <pciauctionswestcoast@gmail.com>; Corinne Price <corinne@nvfamilylaw.com>; Mike Carman <mike@nvfamilylaw.com>
Cc: Melissa Goodwin <melissag@nevadafamilylaw.com>; Jordan Garcia <jordang@nevadafamilylaw.com>
Subject: GOMEZ v. LIKUA - finishing selling off inventory

Corinne / Mike –

As indicated in our recent Hearing, Mr. Athony Fontana from PCI Auctions stands ready willing and able to finish auctioning the Parties' remaining inventory as Judge McConnell ordered him to. However, Mr. Fontana has indicated that he wants confirmation from your office in writing that Maila will not try to interfere, halt, recall or delay his ability to do so. Please respond to this email to confirm so that Mr. Fontana can get started and hopefully have checks for the Parties soon.

Thank you.

NEVADA FAMILY LAW GROUP

Marilyn A. Caston, Esq.
760 Coronado Center Drive
Henderson, Nevada 89052
702 910 4300 TEL
702 910 4303 FAX
www.nevadafamilylaw.com

Electronically Filed
3/24/2025 2:58 PM
Steven D. Grierson
CLERK OF THE COURT

OBJ

Jordan M. Garcia Esq.
Nevada Bar No. 12374
Marilyn Caston, Esq.
Nevada Bar No. 11654
Nevada Family Law Group
760 Coronado Center Dr.
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MarilynC@NevadaFamilyLaw.com
Attorney for Paulino Gomez

DISTRICT COURT OF NEVADA

CLARK COUNTY

PAULINO GOMEZ, Plaintiff, vs. MAILA LIKUA, Defendant.	Case No.: D-22-643298-D Dept. No.: O **OBJECTION TO NOTICE OF NEWLY DISCOVERED EVIDENCE AND REQUEST TO STRIKE**

COMES NOW Plaintiff, Paulino Gomez, by and through his attorneys of record Marilyn A. Caston, Esq. of the Nevada Family Law Group, and hereby submits his Objection to Notice of Newly Discovered Evidence and Request to Strike Defendant's as follows:

OBJECTION

This Court has taken the issue of Defendant's Motion to Amend the Court's

Case Number: D-22-643298-D

December 19, 2024 Financial Trial Decision under advisement and an Order on the same is expected any day. However, on or about March 19, 2025, Defendant filed a document on the record titled Notice of Newly Discovered Evidence which is incorrect and intentionally misleading to this Court.

Specifically, Maila and her Counsel claim in her March 19th Notice that a recent email from Anthony Fontana from PCI Auctions describing the degraded condition of the contested community property inventory items was "newly discovered evidence" bearing directly on this Court's outstanding Order resolving the Motion to Amend Judgment. However, that is patently untrue.

In reality, *Anthony Fontana already testified to these exact issues, twice,* first in his August 8, 2023 deposition and then again during his live trial testimony before this Court during the 2024 Financial Trial. [See Anthony Fontana's Testimony on April 8, 2024, video 4 of 9, from timestamp 16.55 – 19.21].

Therefore, none of the purported information is newly discovered evidence as portrayed by Maila and her Counsel in her recent Notice. As such, Paulino asks that the Court strike Maila's recent Notice as a rogue incorrect document or, in the alterative, that this Court absolutely disregard the Notice when making its under advisement decision.

WHEREFORE, based upon the foregoing, Paulino prays for the following:

1. That Maila's January 9, 2025 Notice of Newly Discovered Evidence be STRUCK from the record in its entirety;

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2. Or, in the alternative, that this Court DISREGARD Maila's Notice as incorrect and improper; and

3. For such further relief as the Court feels is appropriate.

Dated this 24th day of March, 2025. **Nevada Family Law Group**

Marilyn A. Caston, Esq.
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760 Coronado Center Dr.
Henderson, Nevada 89052
MarilynC@NevadaFamilyLaw.com
Attorney for Paulino Gomez

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CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of March, 2025, I served a true and correct copy of Plaintiff's **OBJECTION TO NOTICE OF NEWLY DISCOVERED EVIDENCE AND REQUEST TO STRIKE** pursuant to NRCP 5(b), by the following means:

[X] by electronic service, pursuant to NEFCR 9, to be electronically served through the Eighth Judicial District Court's electronic filing system; and/or

[ ] by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Henderson, Nevada; and/or

[ ] by sending the same via facsimile pursuant to EDCR 7.26 (the consent for which was previously established); and/or

[ ] electronically delivered via email pursuant to EDCR 8.05 (the consent for which was previously established);

Corinne Price, Esq.
8965 S. Pecos Rd. Suite 9
Henderson, Nevada 89074
Corinne@FCPFamilylaw.com
Attorney for Defendant

Melissa Goodwin

An Employee of NEVADA FAMILY LAW GROUP

NEVADA FAMILY LAW GROUP
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ELECTRONICALLY SERVED
4/8/2025 9:25 PM

Electronically Filed
04/08/2025 9:24 PM
CLERK OF THE COURT

ORDR

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

PAULINO GOMEZ, Plaintiff, vs. MAILA LIKUA, Defendant.	Case No.: D-22-643298-D Dept. No. O Date of Hearing: February 19, 2025 Time of Hearing: 10:00 a.m.

ORDER AFTER FEBRUARY 19, 2025 HEARING

This matter came on for a hearing on February 19, 2025, on Defendant's Motion to Alter or Amend Findings and/or for Reconsideration Regarding Various Financial Issues from December 19, 2024 Findings of Fact, Conclusions of Law and Decree of Divorce and Order Regarding Orders to Show Cause; and Plaintiff's Opposition and Countermotion. Plaintiff, PAULINO GOMEZ ("Paulino"), was present and represented by Marilyn Caston, Esq. and Keith Pickard, Esq. of Nevada Family Law Group, LLC and Defendant, MAILA LIKUA ("Maila"), was present via Zoom and represented by Corrine Price, Esq. and Michael Carman, Esq., of Carman and Price.

The Court FINDS that Maila filed her motion outside the timeframe for a reconsideration; therefore, this Court is addressing her motion under NRCP 52(b), 59 and 60.

Marital Balance Sheet ("MBS")

1. Marital Residence Proceeds. Maila alleges that the net proceeds from the sale of 362 Emmerene Street were previously equally divided between the parties. Maila used a portion of her funds to purchase the property in Hawaii and the vehicles/equipment listed in Section 13 of

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LAS VEGAS, NV 89101-2408

the Vehicle Characterization Chart, which were identified in the Court's MBS as community property and split accordingly. Maila alleges that these assets were already accounted for when the house proceeds were divided; therefore, they should remain her sole and separate property. Paulino argues that the property was purchased during marriage and this litigation and therefore were properly divided.

The Court agrees and FINDS that the funds from the sale of the house were divided and awarded to each party as their sole and separate funds. The Court further FINDS that Maila did use her separate funds from the sale proceeds to purchase the land in Hawaii and the vehicles listed in VCC Section 13 and those shall be awarded to her as her sole and separate property. Therefore, the MBS shall be amended to remove the Hawaii Land (MBS Line 15) and the vehicles and equipment from VCC Section 13 (MBS Line 29) from the Community Property valuation and listed as Maila's sole and separate property.

2. Insurance Proceeds. Maila alleges that the community property portion of the life insurance proceeds were split on the MBS; however, the policy belongs to Paulino and it is in his possession, which resulted in a decrease to the equalization payment due to Maila. The Court FINDS that Paulino owns the life insurance policy; therefore, the MBS shall be amended to place the entire value of the policy on Paulino's side of the MBS.

3. Vehicles. Maila alleges that the community property portion of the value of the vehicles from VCC Sections 4 and 5 were split on the MBS; however, Paulino is in possession of the entirety of the vehicles. Due to the values being split and placed under each party's side of the MBS, there was a decrease to the equalization payment due to Maila. The Court FINDS that Paulino is in possession of the vehicles from VCC Sections 4 and 5; therefore, the MBS shall be amended to place the entire value of the vehicles from VCC Sections 4 and 5 on Paulino's side of the MBS. See Amended MBS, attached at Exhibit 1.

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The Court shall attach Exhibit 1, the amended MBS, to the Amended FFCL. Maila argues this Court erred by not reducing the equalization payment that Paulino owes to judgment. This Court specifically stated in its Findings that Maila would be paid her portion of the equalization payment from Paulino's share of the inventory proceeds and his share of the Utah property. However, Paulino does not object to the payment being reduced to judgment. Therefore, the Court FINDS that the equalization payment shall be reduced to judgement.

Alimony

Maila alleges that she completely exhausted her share of the house proceeds during the litigation and argues that those funds should not be included in the alimony analysis for support during the proceedings. It is important to note that Maila did use a portion of the house proceeds to purchase land and equipment that she now uses in an income earning business in Hawaii. As such, while a portion of the funds did not exist, it was because she purchased land and equipment. Maila also fails to address the fact that she also received $135,000 during the pendency of the action, in addition to monies she received from the sale of items from the Las Vegas storage unit.

The Court FINDS that Maila did have income producing land and equipment, which she purchased with a portion of the house proceeds. Both she and Mr. Stone testified that they use the land to grow food that is used at their Farm to Market business.

Next, Maila alleges that there was mistake in using the funds / income from the resale business. The evidence showed Maila was purchasing significant items from WalMart while residing in Hawaii, which supported a finding that Maila is still running a resell business, which she did not disclose. This was further supported by Mr. Stone's testimony.

The Court FINDS that there was a mistake in noting that Maila could earn between $40,000 – $60,000 per month; however, the Court did not use that amount to determine that she should not receive alimony.

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The Court FINDS that Maila has the ability to earn income from a resell business as the evidence supports that she was able to substantially grow the resell business and she was still engaging in a resell business based upon her purchases from WalMart and Mr. Stone's testimony.

Next, she alleges mistake in not using the rental income from the properties that Paulino owns with his mother. While the evidence supports the facts that Paulino has ownership interest in his mother's two properties, it did not support a finding that Paulino is benefitting from the properties. The Court found him credible as to his testimony that the rental proceeds are used for the property and to provide for his mother. As for the second property, Paulino lives there with his Mom and helps by paying for groceries and utilities. There was no substantial evidence to support a finding that he is benefiting from the properties he owns with his Mother. As such, the Court FINDS that there was no mistake in not including the property in the alimony analysis.

Finally, Maila fails to address the fact that this Court took into consideration that she cohabitated with Mr. Stone since early in this litigation, which was a factor used to determine her need. Maila did not provide substantial evidence as to Mr. Stone's contribution but they work together in the business and she did testify that his contribution varied depending on need. Further, there was testimony as to her ability to obtain employment as a bookkeeper for several businesses but for different reasons, she did not pursue the positions. This was evidenced by her testimony and the documentation of employment offers. A review of the factors shows that Maila is not in need of alimony.

The Court FINDS that the FFCL shall be amended to remove reference to the marital residence in the alimony section and the possibility of earning over $40,000 in the resell business. It shall be amended to reflect that Maila has the ability to earn income from the resell business based upon the evidence at the time of trial along with the previously issued findings as to her ability to earn income as a bookkeeper.

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The Court FINDS that there is no basis to alter or amend the alimony award, with the exception of language as stated above.

Community Waste

Maila alleges mistake based upon a finding that the resell business generated anywhere from $40,000 to $60,000 per month but does not find Paulino to be the cause of the devaluation. Maila did not meet her burden to prove that Paulino caused this alleged devaluation of the property. Instead, this Court found that both parties' actions impacted the sale of the property. Further, Maila was already living in Hawaii, which could have impacted her ability to sell the property. Therefore, the Court FINDS that there is no mistake or error to amend or alter the decision as to community waste.

Paulino's Income

Maila argues that this Court erred in finding Paulino's income to be based upon the reasonable compensation of the owner. As stated earlier and in the FFCL, Maila has the ability to earn a significant income based upon the evidence and testimony as to her marketable skills. She owns a business she also continued to be engaged in reselling products and she had received several offers to do accounting and bookkeeping, some of which allowed her to work from home but she did not accept the positions. Based upon the evidence, the Court did not specifically use Paulino's income to make an alimony determination. Notwithstanding, other than the opinions provided as to reasonable compensation, there was no other reliable evidence to support a finding that Paulino made or will make $20,000 per month. Therefore, the Court FINDS that there is no mistake or error to amend or alter the decision as to Paulino's income.

Cash

Any evidence as to cash was speculative in nature and not supported by substantial evidence. While there was testimony that the parties received cash for the resell business, Maila

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also stated that the cash was used to buy more inventory. The Court did not find that there was substantial evidence to support her allegation that a large sum of cash existed. Therefore, the Court FINDS that there is no mistake or error to amend or alter the decision as to the division of alleged cash.

Lamborghini

Maila alleges that the Court erred by not accepting the appraisal provided by her at the time of trial. The Court took testimony and evidence and found Paulino credible in his testimony that he believed the proceeds from the sale of the Lamborghini would be awarded to him. Further, the appraisal stated it was subject to change so without any other supporting evidence, the Court did not find that there was a difference of over $50,000 in the value. Therefore, the Court FINDS that there is no mistake or error to amend or alter the decision as to the value of the Lamborghini.

Business Ownership

Maila relies upon the documents from the Secretary of State to argue that she was listed as a Managing Member of both businesses since 2019, and therefore she had ownership interest in the businesses.

It was Maila's burden to prove by clear and convincing evidence that the businesses had been transmuted into community property. Maila did not meet that burden as the evidence only showed a change in the designation that was done electronically and without Paulino's knowledge or consent. There was no clear and convincing evidence that the parties formally modified the business ownership. Instead, the finding that the business remained solely owned by Paulino was supported by the evidence. Therefore, the Court FINDS that there is no mistake or error to amend or alter the decision as to the ownership of the businesses.

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Business Valuation

Mr. Grigsby was the only evidence provided at the time of trial relating to the value of the business at the time of the parties' marriage. Maila objected to the admission of his report, which was overruled. She alleges that the Court erred in considering his report to determine the value at the time of marriage. Maila further alleges that Mr. Grigsby conceded that the business was a community asset; however, Paulino did not concede that the business was a community asset. The Court FINDS that Maila has not provided any new evidence or facts to support an amendment to the order and she did not meet her burden of clear and convincing evidence as stated in the Court's prior findings.

***Kogod* Implications**

Maila asserts that there will be *Kogod* implications since evidence closed in January 2024, the financial trial concluded July 2024 and the Decree was issued in December 2024. Maila asserts that as a result in the time delay from close of discovery and the issuance of the Decree, Paulino has wasted community assets but does not provide any supporting evidence. The Court FINDS that there is no evidence to support a finding that a new trial be ordered.

NRCP 16.2 Sanctions

Maila argues that Paulino did not accurately disclose his income, earnings or the nature of the marital estate as she alleges was show by the fact that Paulino's income never changed with the filing of subsequent FDF's. However, this Court found that both parties did not accurately disclose their income and assets either in their respective FDF's or through timely discovery throughout the litigation. Therefore, the Court FINDS that there is no mistake or error to amend or alter the decision as to the not issuing sanctions pursuant to NRCP 16.2.

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Order to Show Cause

Maila is requesting this Court reconsider the value and nature of the inventory division, and the findings regarding financial waste and misconduct relating to Paulino's contemptuous conduct. Maila again argues that Paulino's alleged interference prevented her from selling the items which resulted in significant loss. The Court FINDS that Maila was asking that Paulino be held accountable rather than compelling compliance. However, Maila did in fact receive exclusive access to the inventory as found by this Court. Therefore, the Court FINDS that there is no mistake or error to amend or alter the decision as to not finding Paulino in contempt of Court.

The Court FINDS that Maila brought up as new information at the hearing that Paulino is not a legal citizen, which Paulino rebutted. This causes the Court to questions Maila's intentions as 1) this was the first time she addressed this issue; and 2) there was no reason stated as to why this was even addressed as an issue; and 3) this issue would be something she would have knowledge of from being in an intimate relationship for over 20 years, 9 of which were times of marriage.

Verizon Bills

Paulino alleges that this is an omitted debt that requires adjudication. Maila alleges that Paulino has claimed this Verizon Bill as a business expense. In looking at Paulino's most recently filed FDF, he did not claim cell phone expenses under his personal expenses. Therefore, the Court FINDS that the Verizon bills are a business expense so Paulino shall not be entitled to reimbursement for payment of the Verizon bills. However, Maila shall give up any access she has to the account and her number shall be immediately released and taken off the account.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Defendant's Motion to Amend or Alter Findings is GRANTED in part and DENIED in part.

REGINA M. MCCONNELL
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS, NV 89101-2408

IT IS FURTHER ORDERED that this Court will issue an Amended Findings of Facts, Conclusions of Law and Decree of Divorce, which will conform with this Order.

IT IS FURTHER ORDERED that Paulino's Countermotion is DENIED.

IT IS FURTHER ORDERED that Paulino shall not be entitled to reimbursement for payment of the Verizon bills. Maila shall give up any access she has to the account and her number shall be immediately released and taken off the account.

IT IS FURTHER ORDERED that neither party shall be awarded attorney's fees.

IT IS SO ORDERED.

Dated this 8th day of April, 2025

CRB

888 948 AB48 5443
Regina M. McConnell
District Court Judge

REGINA M. MCCONNELL
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS, NV 89101-2408

EXHIBIT 1

Paulino Gomez v. Maila Likua
MARITAL BALANCE SHEET

D-22-643298-D

Item	4/7/25 9:18 PM	GROSS VALUE	DEBT	PROPERTY VALUE NET VALUE	COMMUNITY HUSBAND	COMMUNITY WIFE	SEPARATE HUSBAND	SEPARATE WIFE
	ASSETS:							
	CASH							
1	Proceeds from 362 Emmarene Street (MR	$223,396.18	$0.00	$223,396.18	$111,698.09	$111,698.09		
2	1st Auction of Inventory	$15,235.83	$0.00	$15,235.83	$8,235.83	$7,000.00		
3	2nd Auction of Inventory	$22,308.47	$0.00	$22,308.47	$22,308.47	$0.00		
4	3rd Auction of Inventory	$9,206.68	$0.00	$9,206.68	$9,206.68	$0.00		
5	Remaining Inventory (Resell Business)	$0.00	$0.00	$0.00	$0.00	$0.00		
6		$0.00	$0.00	$0.00	$0.00	$0.00		
	Subtotal	**$270,147.16**	**$0.00**	**$270,147.16**	**$151,449.07**	**$118,698.09**	**$0.00**	**$0.00**
	BUSINESS INTERESTS							
7	MTC / MAS / Dyno	$266,000.00	$0.00	$266,000.00	$77,600.00	$0.00	$188,400.00	
8	Maila's Farm to Market (Corner Store)	$0.00	$0.00	$0.00	$0.00	$0.00		
	Subtotal	**$266,000.00**	**$0.00**	**$266,000.00**	**$77,600.00**	**$0.00**	**$188,400.00**	**$0.00**
	INVESTMENTS							
9	Life Insurance Policy (Cash Value)	$2,389.37	$0.00	$2,389.37	$2,389.37	$0.00		
10		$0.00	$0.00	$0.00	$0.00	$0.00		
11		$0.00	$0.00	$0.00	$0.00	$0.00		
12		$0.00	$0.00	$0.00	$0.00	$0.00		
	Subtotal	**$2,389.37**	**$0.00**	**$2,389.37**	**$2,389.37**	**$0.00**	**$0.00**	**$0.00**
	REAL PROPERTY							
13	Arizona Land (2/3 interest)	$57,000.00	$0.00	$38,000.00	$38,000.00	$0.00		
14	Utah Land	$240,000.00	$0.00	$240,000.00	$120,000.00	$120,000.00		
15	Hawaii 2 Acres of Land	$58,403.00	$0.00	$58,403.00	$0.00	$0.00		$58,403.00
16		$0.00	$0.00	$0.00	$0.00	$0.00		
	Subtotal	**$355,403.00**	**$0.00**	**$336,403.00**	**$158,000.00**	**$120,000.00**	**$0.00**	**$58,403.00**
	AUTOS & RECREATIONAL VEHICLES							
17	Vehicle Characterization Chart ("VCC") § 1	$104,990.00	$0.00	$104,990.00	$0.00	$0.00	$104,990.00	
18	VCC § 2	$755.00	$0.00	$755.00	$0.00	$0.00		$755.00
19	VCC § 3	$65,479.75	$0.00	$65,479.75	$0.00	$0.00	$65,479.75	
20	VCC § 4	$21,600.00	$0.00	$21,600.00	$10,800.00	$0.00	$10,800.00	
21	VCC § 5	$3,130.00	$0.00	$3,130.00	$3,130.00	$0.00		

Paulino Gomez v. Maila Likua
MARITAL BALANCE SHEET

D-22-643298-D

Item	4/7/25 9:18 PM	GROSS VALUE	DEBT	PROPERTY VALUE NET VALUE	COMMUNITY HUSBAND	COMMUNITY WIFE	SEPARATE HUSBAND	SEPARATE WIFE
22	VCC § 6	$166,671.00	$0.00	$166,671.00	$144,671.00	$22,000.00		
23	VCC § 7	$47,241.00	$0.00	$47,241.00	$47,241.00	$0.00		
24	VCC § 8	$7,100.00	$0.00	$7,100.00	$7,100.00	$0.00		
25	VCC § 9	$0.00	$0.00	$0.00	$0.00	$0.00		
26	VCC § 10	$0.00	$0.00	$0.00	$0.00	$0.00		
27	VCC § 11 (Lambo & BMW)	$102,000.00	$0.00	$102,000.00	$73,891.00	$28,109.00		
28	VCC § 12	$0.00	$0.00	$0.00	$0.00	$0.00		
29	VCC § 13	$37,720.00	$0.00	$37,720.00	$0.00	$0.00		$37,720.00
	Subtotal		**$0.00**	**$556,686.75**	**$286,833.00**	**$50,109.00**	**$181,269.75**	**$38,475.00**

Paulino Gomez v. Maila Likua
MARITAL BALANCE SHEET

D-22-643298-D

Item	4/7/25 9:18 PM	GROSS VALUE	DEBT	PROPERTY VALUE NET VALUE	COMMUNITY HUSBAND	COMMUNITY WIFE	SEPARATE HUSBAND	SEPARATE WIFE
	PERSONAL PROPERTY							
30	Furnishings, furniture			$0.00	A/B	A/B		
31	Jewelry			$0.00	X	X		
				$0.00				
	Subtotal	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	RETIREMENT ACCOUNTS							
32	NONE	$0.00	$0.00	$0.00	$0.00	$0.00		
33		$0.00	$0.00	$0.00	$0.00	$0.00		
34		$0.00	$0.00	$0.00	$0.00	$0.00		
35		$0.00	$0.00	$0.00	$0.00	$0.00		
	Subtotal	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	TOTAL ASSETS			**$1,431,626.28**	**$676,271.44**	**$288,807.09**	**$369,669.75**	**$96,878.00**
	LIABILITIES:							
	LONG TERM DEBT							
36	SBA Loans (Included in MAS/MTC/Dyno)		$231,000.00				$231,000.00	
37			$0.00					
38			$0.00					
39			$0.00					
	Subtotal		**$231,000.00**	**$231,000.00**	**$0.00**	**$0.00**	**$231,000.00**	**$0.00**

Paulino Gomez v. Maila Likua
MARITAL BALANCE SHEET

D-22-643298-D

Item	4/7/25 9:18 PM	GROSS VALUE	DEBT	PROPERTY VALUE NET VALUE	COMMUNITY HUSBAND	COMMUNITY WIFE	SEPARATE HUSBAND	SEPARATE WIFE
	OTHER LIABILITIES							
40			$0.00					
41			$0.00					
42			$0.00					
43			$0.00					
44			$0.00					
45								
	Subtotal		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	TOTAL LIABILITIES			**$231,000.00**	**$0.00**	**$0.00**	**$231,000.00**	**$0.00**
	NET EQUITY			**$1,200,626.28**	**$676,271.44**	**$288,807.09**	**$138,669.75**	**$96,878.00**
	EQUALIZING NOTE				**($193,732.18)**	**$193,732.18**		
	EQUALIZED EQUITY				**$482,539.26**	**$482,539.27**		

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Paulino Gomez, Plaintiff vs. Maila Likua, Defendant.	CASE NO: D-22-643298-D DEPT. NO. Department O

AUTOMATED CERTIFICATE OF SERVICE

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

Service Date: 4/8/2025

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Steven D. Grierson
CLERK OF THE COURT

ROC

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Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

* * *

PAULINO GOMEZ,

Plaintiff,

vs.

MAILA LIKUA,

Defendant.

CASE NO: D-22-643298-D

Dept. No.: O

RECEIPT OF CHECK

An Employee of Carman and Price The undersigned hereby accepts possession of check #2389, issued by Nevada Family Law Group to Maila Likua for Travel Costs Reimbursement pursuant to Findings, Facts, and Conclusion of Law filed on December 19, 2024 in the amount of Nine Thousand Thirty-Six Dollars and 00/100 ($9,036.00).

Dated this 14 day of April 2025.

Employee of Carmen & Price
8965 S. Pecos Rd. #9
Henderson, NV 89074

Case Number: D-22-643298-D

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4/23/2025 6:23 PM
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DISTRICT COURT OF NEVADA
CLARK COUNTY

PAULINO GOMEZ, Plaintiff, vs. MAILA LIKUA, Defendant.	Case No.: D-22-643298-D Dept. No.: O **MOTION FOR RECONSIDERATION OF THE COURT'S APRIL 8, 2025, ORDER AND OTHER RELATED RELIEF** Date of Hearing: Time of Hearing: **ORAL ARGUMENT REQUESTED: YES**

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

COMES NOW Plaintiff, PAULINO GOMEZ ("Paulino") by and through his attorneys, Jordan M. Garcia, Esq. and Marilyn A. Caston, Esq., of Nevada Family

Law Group, and hereby respectfully submits his Motion for Reconsideration of the Court's April 8, 2025 Order, et al, and hereby asks this Court for the following relief:

1. To RECONSIDER the Court's April 8, 2025, Order, *prior to issuing an Amended Divorce Decree*, as clearly erroneous pursuant to *MASONRY AND TILE CONTRACTORS v. JOLLEY, URGA & WORTH*, 113 Nev. 737, 741 (1997) and EDCR Rule 2.24 (b)**;**
2. For an Order CLARIFYING portion of the Court's April 8, 2025, Order under and/or for additional findings under NRCP 52(b);
3. For Equitable Relief from April 8, 2025 Order under NRCP 60(a) and/or NRCP 60(b);
4. For an Order ALLOWING Paulino to finish liquidating the remaining inventory through an estate sale service;
5. For an Order allowing the Court Clerk to sign in Maila's place transferring ownership of the Arizona land under NRCP 70;
6. For an AWARD of Attorney's fees and cost; and
7. For such further relief as the Court feels is appropriate.

This motion is made based upon the attached Memorandum of Points and Authorities, exhibits, all of the pleadings and papers on file herein, and the arguments of counsel at any hearing on this matter.

Dated this 23rd of April, 2025. **Nevada Family Law Group**

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Attorney for Paulino Gomez

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MEMORANDUM OF POINTS AND AUTHORITIES

I. STATEMENT OF FACTS

The parties to this action recently appeared before the Court on February 19, 2025, regarding Maila's Motion to Alter or Amend Findings, et al and Paulino's Opposition and Countermotion thereto. While Paulino appreciates and respects the Court's recent thoughtful Decision, there are a few potential clerical issues and unclear portions which must be reconsidered and/or clarified to ensure the Parties understand their duties and obligations under the same.

Therefore, in order to avoid the potential for successive amended pleadings, Paulino asks that this Court reconsider its April 8, 2025 Order After Hearing, *prior to issuing an Amended Divorce Decree,* pursuant to *MASONRY AND TILE CONTRACTORS v. JOLLEY, URGA & WORTH*, 113 Nev. 737, 741 (1997), EDCR Rule 2.24 (b), NRCP 59.

Furthermore, there are several key issues outlined below which are evading judicial review which desperately need this Court's assistance to resolve.

This Motion follows.

A. *Missing PCI Auctions Checks*

It is unclear why the Court allocated 100% of the missing PCI auction checks (for $22,308.47 and $9,206.68 respectively) to Paulino's side of the Marital Balance Sheet without any discission or findings supporting this change. The original Marital Balance Sheet attached to December 19, 2024 Divorce Decree equally divided this

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amount between the Parties which is equitable and fair as each party is owed 50% of those missing funds. However, to be clear, *Paulino does not have access to that money*.

Furthermore, at the time of February 19, 2025 Hearing, Undersigned Counsel's office had been in communication with Anthony Fontana from PCI Auctions and was in discussions to potentially recover those missing auction proceed checks.

However, following that hearing, those discussions broke down and Mr. Fontana has indicated that he has no intention of turning over those missing monies to either party. Mr. Fontana has indicated that his refusal is based upon issues such as those he testified to during the 2024 Financial Trial such as Maila repeatedly halting or interfering with the auctions that led to the diminution in the value. Therefore, Mr. Fontana currently believes for him to be adequately compensated for the work done, he should keep the money that he has in his possession.

Maila's counsel has been apprised of this situation before and the need for parties to likely work together to attempt any recovery of these monies, but Maila and her Counsel continues to pretend that this is all Paulino's fault and that they do not have to participate in any way.

Therefore, the currently ordered Property Equalization Payment owed from Paulino to Maila is improperly inflated by $15,757.58, representing one half of those missing auction checks, which should be split equally between the Parties on the Marital Balance Sheet. This money is potentially owed to the community but is not in

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the possession or control of either party. This reduced the Property Equalization Payment owed from Paulino to Maila to $177,974.40.

B. *Sale of Remaining Inventory*

Unfortunately, Anthony Fontana from PCI Auctions is no longer cooperating with the Parties on the inventory resale issue and is no longer willing to sell the remaining property. Following February 19, 2025, Hearing, Counsel for both Parties emailed Mr. Fontana or about March 4, 2025, and March 13, 2025, asking for confirmation of whether he would finish auctioning the remaining inventory items as indicated in the December 2024 Decree. However, in a return email dated March 19, 2025, Mr. Fontana stated unequivocally that he was *not* amenable to finish the auctions as follows;

> "I am writing to formally notify you that I will no longer be able to auction the inventory in my possession due to significant and irreparable damage sustained as a result of improper storage conditions. Specifically, the inventory, which includes electronic items, has been exposed to excessive moisture and extreme temperature fluctuations far beyond the manufacturer's specifications. As a result:
>
> 1. A substantial portion of the electronic inventory has suffered water damage, rendering it non-functional and unsafe for sale.
>
> 2. The storage containers were not waterproof, leading to extensive mold contamination. This presents a serious liability risk, as exposure to mold could result in health hazards for consumers, potentially leading to illness or even death.
>
> 3. Due to prolonged exposure to moisture and temperature extremes, the packaging of the items has deteriorated to a point where the products can no longer be represented or marketed as "new" in good faith.

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> Given these conditions, it is impossible to recover any costs associated with this inventory, let alone make a profit. Furthermore, the compromised condition of the products makes it infeasible and unethical to proceed with an auction.
>
> In light of these circumstances, I am unwilling to assume any further liability, costs, or obligations related to this inventory. As such, rather than pursuing my damages from the failure of the parties to effectively participate in the sale (an in fact tell me to cease and desist from any sales), I am prepared to offer all sides to walk away from the agreement without making any further payments by and between any parties. Please confirm receipt of this notice at your earliest convenience.
>
> Thanks,
>
> PCI Auctions West Coast"

Thereafter, Undersigned Counsel's office has contacted a local Estate Sale company (American Family Estates Sales) to potentially finish auctioning the items for the Parties. American Family is located in the Mesquite area and has stated that they would take photos of the current inventory onsite and then promote the sale to the local community for a 30% commission. Paulino desires to utilize this option in order to avoid any further degradation of the remaining inventory items which are currently being stored *in exactly the same manner Maila established during the Parties' marriage* when she primarily ran the inventory resale business.

Therefore, Undersigned Counsel reached out to Opposing Counsel via email on March 24, 2025, April 3, 2025 and April 11, 2025 asking to utilize an estate sale like service (such as American Family Sales) to finish liquidating the remaining inventory. Maila and her Counsel never substantively responded.

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However, Paulino is open to all options to quickly and equitably liquidate this outdated property and get the Parties' the most liquid case as they can.

C. *Appreciation in Value of Maila's Hawaiian Land*

The Court recently found that Maila used her separate funds portion of the former martial residence sale proceeds to purchase to a portion of land in Hawaii while this case was open. However, while the funds from the former martial residence sale were distributed to each party, they had not been made separate property by any court order and were therefore still community funds pre-split by the parties.

Specifically, the marital residence was sold on or about June 22, 2022, and the Hawaii land was purchased on or about August 18, 2022, for $38,000. At that time, there was no order awarding parties any sole and separate property at the time of sale and subsequent land purchase. Under *Kogod,* the community does not terminate before a written Divorce Decree and moreover, all property acquired after marriage by either spouse or both spouses is community property under NRS 123.220 unless there is an exception.

Further, Maila testified during the 2024 Financial Trial, as did her boyfriend Khanna, that she was putting in significant physical labor and efforts to build up the land, farm it and prepare it for other endeavors, which consequently improved the land and its value. Maila and Kahana also testified at trial that they grew food on

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the land which they sold at their "kornerstore" and/or bartered with around time. All of which indicates that this HI land purchase was not a passive acquisition.

Therefore, while each party's 50% of the former marital residence sale proceeds Maila was ultimately awarded in December 2024 Divorce Decree, those funds were still community property funds at the time that the Parties received it making anything purchased with-it community property subject to division by this Court.

However, at the very least, in the alternative, the land's appreciation from the $38,000 it was allegedly purchased for and the $58,000 it was proven to be worth at trial is subject to this Court's equal distribution.

D. *Transferring AZ Land to Paulino*

Both Parties stipulated during this divorce action that Paulino and his mother should retain possession and ownership of the vacant AZ land post-divorce subject to Maila's 1/3 interest. Furthermore, the Court's December 2024 Divorce Decree states that "**IT IS FURTHER ORDERED** that the Arizona land shall be awarded to Paulino with a value of $38,000, subject to Maila's community property share." [December 2024 Decree of Divorce page 31, lines 18-20].

Therefore, on or about March 4, 2025, Undersigned Counsel provided a Quitclaim Deed removing Maila's ownership interest in the AZ land. Maila and her Counsel waited *three weeks* to tell Undersigned Counsel that the version provided was only a "draft" version of the Quitclaim Deed on or about March 24, 2025. Nevertheless, although the correct version was supplied to Opposing Counsel via

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email *that same day*, a signed deed transferring ownership of the AZ land has never been received from Maila or her Counsel.

In fact, Opposing Counsel indicated in an email on or about April 3, 2025 that she was potentially advising her client not to comply with the Parties' December 2024 Divorce Decree because she was alternately "suspicious" of why Paulino wanted the Quitclaim Deed and because she mistakenly believed that the Court's outstanding Order from the February 19th Hearing would somehow affect it.

Now Maila through her counsel is stating by email "I do not see the urgency in transferring full title to this property into his aging mother's name – a transfer which appears to go against all of the trial testimony regarding adding Paulino to property titles for estate planning purposes – and again reference the fact that Maila has not actually been paid for her interest in this property yet. There is no order requiring her to sign such a deed, and no deadline provided by the Court. It is typical practice for a party to execute such a deed upon being paid for their interest therein, a fact which has not yet occurred."[1]

Again, this transfer was stipulated in the divorce, ordered by this Court in the December 2024 Divorce Decree, and not affected by Maila's January 2025 Motion to Reconsider. Therefore, there is no excuse for Maila failing to turn over this signed document within the last 44 days that Paulino has been trying to obtain it. Paulino

[1] See Exhibit 1 Email April 22, 2025

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therefore requests the court clarify when the deed must be signed by to effectuate the order.

E. *Further Noncompliance with the December 2024 Decree*

Maila was also ordered by this Court in the December 2024 Divorce Decree to pay Paulino monthly child support in the amount of $460.00 per month beginning on January 1, 2025. However, Maila has refused to pay a single cent of this monthly support and now owes Paulino accumulated arrears for the past four months in a minimum amount of $1,840.00 excluding applicable interest. Her most recent response to a demand for payment is "Maila does not have the money to pay because the funds awarded to her in the prior orders of the court have not been paid to her yet. I do not believe there is a dispute that the funds Paulino has not yet paid to Maila far exceed those owed by Maila to Paulino".[2]

Conversely, as usual, Paulino is in compliance with the Court's December 19, 2024 Divorce Decree. Specifically, even though there is no payment due date in the Parties' Decree, Paulino recently furnished Maila a check for the $9,036 in travel cost reimbursement, as ordered, with a Receipt of Check filed on the record to evidence the same on or about April 14, 2025. Maila simply has no intention of following court orders that she does not like and instead continues to come up with excuse after excuse for her noncompliance but then demands absolute strict adherence to those that she likes. Paulino has no further ability to furnish Maila with

[2] See Exhibit 1 Email April 22, 2025

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any additional funds to satisfy the large Property Equalization Payment unless and until the remaining inventory is liquidated, the missing auction checks are acquired, and/or the UT land is sold as the court is well aware after exhaustively review the financials.

F. *Reducing the Property Equalization Payment to Judgment*

The concern here is that all available community property assets have already been found to have certain values by the Court and those ordered values assessed in the Marital Balance Sheet to whoever's possession the item is in. However, if Maila is allowed to *execute* on the Amended Decree and seize/liquidate assets assigned to Paulino by reducing the property equalization payment to judgment, it will create an accounting nightmare and a clear unfair imbalance in Maila's favor.

For example, Paulino was assessed $68,600 for a 2007 Ford Mustang Shelby in his possession on the Marital Balance Sheet attached to the Divorce Decree. If Maila executes on that property, she can sell it for $1,000 to a friend or acquaintance, and then turn around and only deduct $1,000 from the total Property Equalization Payment that Paulino owes her despite having received an asset worth $68,600. This will not only financially cripple Paulino but cause Maila to receive an unanticipated and unfair windfall.

Consequently, allowing Maila carte blanche to execute against Paulino's separate property willy nilly, with no oversight or clarification, will create an

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accounting discrepancy heavily skewed in her favor and render this divorce inequitable.

What it is believed the court intended is that after the Utah property and the remaining inventory is sold that if there still remained a balance that could be reduced to a judgement but again if it is used to seize assets the Court assigned to Paulino for a certain value than the distribution that the Court made will be altered giving Maila a unfair windfall as stated above.

Furthermore, there were no specific findings in the February 19, 2025, Order which indicate why it is necessary to amend this Court's holding in the original December 2024 Divorce Decree. Specifically, that Order held that Paulino was to pay Maila the property equalization payment from the sale of the remaining inventory items and/or the UT land.

Furthermore, it has recently come to light via communications between Counsel that Maila's intention is to attempt to charge Paulino statutory interest on the property equalization payment from the date of the judgment to receipt. Surely the Court did not intend to have this result, especially when the Court specified in the December 2024 Decree that the property equalization payment should come from future sales.[3]

It is no secret that Paulino is financially tapped out and has no remaining cash reserves to send Maila. Therefore, it is unclear why the Court would amend this

[3] See Exhibit 1 Email April 22, 2025

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holding. Therefore, Paulino request the court to clarify or reconsider the judgment order in light of the potential issues.

G. *Verizon Reimbursement Issue*

This Court recently held in the April 8, 2025 Order that because Paulino never listed the monthly Verizon cell phone bill on his personal FDF list of expenses, it would be deemed a business expense. However, the Court did not recognize the claim this opens against Maila for Unjust Enrichment by receiving 36 months of free cell phone usage on a business line when she was no longer employed by that business as of March 2022.

Therefore, Paulino requests an offset from the property equalization payment he owes Maila representing 100% of the monies paid on Maila's behalf for her cell phone bill. This amount can be calculated at a monthly rate of $58.88 for her line and device covering March 2022 through February 2025 at 36 months, or $2,119.68 total.

II. LEGAL ARGUMENT / COUNTERMOTION

A. EDCR 5.501 COMPLIANCE

In addition to the above, Undersigned Counsel emailed Opposing Counsel on or about Friday April 11, 2025, outlining all outstanding case issues and seeking to resolve the same outside of Court intervention. As time was of the essence to present these issues to the Court prior to an Amended Decree of Divorce issuing, Undersigned Counsel asked for a response on or before Wednesday April 16, 2025.

Opposing Counsel responded on April 22, 2025 where it was clear there was no progress made in addressing the issues.

Therefore, Paulino has met his obligation under EDCR 5.501 to attempt resolution outside of Court prior to bringing a Motion.

B. TIMELINESS.

Pursuant to EDCR Rule 2.24 (b), a party seeking reconsideration of a ruling of the Court, (except pursuant to N.R.C.P. 50(b), 52(b), 59 or 60), must file a motion within 14 days after service of written notice. Similarly, a motion to amend judgment under NRCP 59 must be brought within 28 days after service of written notice.

Here, the Order After February 19, 2025 Hearing was filed in the record on or about April 8, 2025, and noticed out to all involved Parties on or about April 9, 2025. Therefore, this motion is brought timely.

C. MOTION TO RECONSIDER APRIL 8, 2025 ORDER AND OR MOTION TO CLARIFY.

As indicated above, there are a few clerical issues and unclear portions of this Court's recent Paril 8, 2025 Order which must be reconsidered and/or clarified to ensure the Parties understand their duties and obligations under the same. Therefore, Paulino asks that this Court reconsider portions of its April 8, 2025 Order as more fully explained below.

1. Legal Standard

District courts may reconsider a previously decided issue if substantially different evidence is subsequently introduced ***or the decision is clearly erroneous***.

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MASONRY AND TILE CONTRACTORS v. JOLLEY, URGA & WORTH, 113 Nev. 737, 741, 941 P.2d 486 (1997).

Regarding determination whether a decision is "clearly erroneous," it is limited to objective circumstances wherein there has been: (1) a material error in findings of facts; (2) a mistake in law; and/or (3) the decision is unsupported by substantial evidence or made against the clear weight of evidence. *RUSSELL v. THOMPSON*, 96 Nev. 830, FN 2 (1980).

In this case, certain portions of the Court's April 8, 2025 Order have material errors and/or mistakes in law, as further explored below.

2. Legal Analysis

In this case, certain findings made by the Court in its September 2, 2020 Decision and Order After Evidentiary Hearing have material errors based on the evidence presented and/or mistakes in law. Said Court decisions are clearly erroneous as more fully explained below.

i. Missing PCI Checks

There was no evidence presented during the 2024 Financial Trial, or the February 19, 2025 Hearing, nor any moving papers to date, that Paulino has possession or control of either of the missing checks from Anthony Fontana at PCI Auctions. Nevertheless, Paulino was assessed 100% of those monies on his side of the ledger in the Marital Balance Sheet attached to the Court's April 8, 2025

Order. This error unfairly inflates the new Property Equalization Payment owed from him to Maila by $15,757.58.

In reality, either one, or both, of the Parties can pursue Breach of Contact and other assorted claims against Anthony Fontana to recover those monies but by no stretch of the imagination should they be assessed 100% to Paulino.

Therefore, this finding was made against the weight of the evidence presented and is therefore clearly erroneous. Paulino requests that instead, the Court modify this section to match what it originally did in the December 2024 Decree wherein each party is assessed half of each check, or $15,757.58 total.

Furthermore, it is no longer possible to finish liquidating the remaining inventory items through Anthony Fontana as originally ordered in the December 2024 Decree as indicated above. Therefore, Paulino requests permission from this Court to finish liquidating those items through American Family Estate Sales, at a 30% commission rate, with each party receiving 50% of the net proceeds.

ii. Verizon Reimbursement

As indicated above, the Court held that the combined Verizon account was a business expense and that Maila's personal number, and line should be immediately removed from the same. However, the Court did not finish the analysis presented by the relevant evidence which was not controverted. Specifically, Paulino's sole and separate business covered Maila's personal cell phone bill on its business for 36 months at a rate of $58.55 per month, or $2,119.68 total.

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Therefore, Paulino requests that he be given an offset from the total property equalization payment due to Maila for this reimbursement in the amount of $2,119.68.

iii. Appreciation in Value of Maila's Hawaiian Land

As indicated above, per Kogod and NRS 123.220 the Court should revert to its original distribution between the Parties related to this issue. Conversely, in the alternative, the Court should at the very least equally divide the increase in value for the land.

Therefore, Paulino's request for this Court to amend and/or clarify its recent April 8, 2025 Order After February 19, 2025 Hearing should be GRANTED.

iv. Reducing the Property Equalization Payment to Judgment

While it is true that Paulino did not originally oppose the Court's final holdings being reduced to judgement in this case, this was essentially a mistaken position. Furthermore, had the Court invited discussion on this topic at the time of the February 19, 2025 Hearing, this issue could have been clarified. Instead, it escaped notice until the Paril 8, 2025 Order was issued.

Therefore, Paulino does now request that the Court reconsider and/or clarify this holding for the reasons outlined above in this motion, i.e. that it will create an accounting discrepancy between the asset values assigned to Paulino on the Marital Balance Sheet and the pennies on the dollar sales prices Maila will inevitably liquidate the property for.

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v. Revised Property Equalization Payment

Therefore, based upon the foregoing factual and legal analysis, Paulino requests that the final property Equalization Payment due from him to Maila be reduced in the following fashion;

$193,732.18 per April 8, 2025 Order

- $29,000 ½ of HI Land Value;
- $15,757.58 Missing Auction Checks
- $2,119.68 Verizon Offset
- $146,854.90 Corrected Property Equalization Payment from Paulino to Maila

Paulino further requests that he not be ordered to pay this amount unless and until the remaining inventory items are sold and/or the UT land is sold.

D. PAULINO SHOULD BE AWARDED HIS ATTORNEY'S FEES AND COSTS.

A party seeking attorney's fees must first state the legal authority for an award of attorney's fees, then justify such an award pursuant to the four factors laid out in *Brunzell v. Golden State Nat. Bank.*[4] The Court must also consider the relative income of the parties as this is a domestic case.[5] No one element should predominate

[4] *Miller v. Wilfong*, 121 Nev. 619, 623, 119 P.3d 727, 730 (2005).
[5] *Miller*, 121 Nev. at 623-24, 119 P.3d at 730.

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or be given undue weight.[6] The party must also discuss the disparity in income pursuant to *Wright v. Osburn*.[7]

Here, The Court has authority under EDCR 5.219 to grant Paulino reimbursement for his reasonable attorney's fees and costs. Specifically, that rule states;

> **EDCR 5.219**:
>
> "Sanctions may be imposed against a party, counsel, or other person, after notice and an opportunity to be heard, for unexcused intentional or negligent conduct including but not limited to:
> (a) ***Presenting a position that is obviously frivolous, unnecessary, or unwarranted***;
> (b) Multiplying the proceedings in a case so as to increase costs unreasonably and vexatiously;
> (c) Failing to prepare for a proceeding;
> (d) Failing to appear for a proceeding;
> (e) Failing or refusing to comply with these rules; or
> (f) Failing or refusing to comply with any order or directive of the court.

(Emphasis added)

Furthermore, the Court should award Paulino attorney's fees and costs for having to bring this motion due to Maila's insistence on intentionally and willfully increasing the costs of litigation without valid basis in law or fact. Furthermore, Maila is not in compliance with the Court's December 19, 2024 Divorce Decree which made this motion necessary.

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[6] *Brunzell v. Golden State Nat. Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

[7] *Wright v. Osburn*, 114 Nev. 1367, 970 P.2d 1071 (1998). The Court noted the unpublished case confirming this requirement, *Tamules v. Knight*, No. 81452-COA, 2020 WL 7181371, December 4, 2020. *See also Miller v. Wilfong*, 121 Nev. 619, 622 119 P.3d 727, 729 (2005).

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In determining the reasonableness of the fees to be awarded, the Court must analyze the following:

- The qualities of the advocate: his ability, training, education, experience, professional standing, and skill;
- The character of the work to be done: its difficulty, intricacy, importance, the time and skill required, the responsibility imposed, and the prominence and character of the parties where they affect the importance of the litigation;
- The work actually performed by the lawyer: the skill, time, and attention given to the work; and
- The result: whether the attorney was successful and what benefits were derived.[8]

The Court must also consider the relative income of the parties as this is a domestic case.[9] No one element should predominate or be given undue weight.[10]

As to the *Brunzell* factors, under the first factor, Undersigned Counsel has been practicing in Nevada for over fifteen years and has handled numerous domestic cases, including many cases before this Court. Counsel's fees of $425.00 per hour are in line with the industry standard for attorneys with Counsel's training and experience. Thus, Counsel's qualifications weigh in favor of awarding attorney's fees under *Brunzell*.

[8] *See* Brunzell v. Golden State Nat. Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969); *see also* Miller v. Wilfong, 121 Nev. 619, 623-24, 119 P.3d 727, 730 (2005).
[9] *Miller*, 121 Nev. at 623-24, 119 P.3d at 730.
[10] *Bruznell,* 85 Nev. at 349, 455 P.2d at 33.

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All substantive work done in this matter was and will be done by Attorney Caston and not by an assistant or paralegal, though the assistants and paralegals also performed important work. For example, Samantha Duome, a graduate of the UNLV Paralegal Certificate Program and a paralegal in a family law practice of more than 9 years, contributed to the case in several non-substantive ways. The fees associated with their work, at $175 per hour, is well in line with fees charged of similar experience and ability.

Under factor two, the character of the work performed also weighs in favor of granting fees, as the work performed, and skill required, is equivalent to that of an attorney experienced in family court matters including drafting, negotiating and oral arguments necessitated by the issues.

Under factor three, Paulino's counsel will provide evidence of the work actually performed by a memorandum of fees and costs with exhibits upon the Court's request. Factor four, the result reached, that remains to be seen. However, the Undersigned Counsel is confident that this Court will force Maila to comply with its December 19, 2024 Divorce Decree and/or grant the other relief requested in this motion and therefore, it is highly likely that Paulino will be the prevailing party here. This will also weigh in favor of granting fees and costs under *Brunzell*.

With respect to the relative income of the Parties, as indicated above, they are not overly disparate and therefore do not preclude a modest award to Paulino for having to respond to Maila's latest frivolous motion.

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Therefore, Paulino requests that Maila be ordered to pay 100% of his reasonable attorney's fees and costs associated with bringing this motion.

III. CONCLUSION

WHEREFORE, based upon the foregoing, Paulino prays for the following:

1. To RECONSIDER the Court's April 8, 2025 Order, *prior to issuing an Amended Divorce Decree*, as clearly erroneous pursuant to *MASONRY AND TILE CONTRACTORS v. JOLLEY, URGA & WORTH*, 113 Nev. 737, 741 (1997) and EDCR Rule 2.24 (b)**;**
2. For an Order CLARIFYING portion of the Court's April 8, 2025 Order under and/or for additional findings under NRCP 52(b);
3. For Equitable Relief from the April 8, 2025 Order under NRCP 60(a) and/or NRCP 60(b);
4. For an Order ALLOWING Paulino to finish liquidating the remaining inventory through an estate sale service;
5. For an Order allowing the Court Clerk to sign in Maila's place transferring ownership of the Arizona land under NRCP 70;
6. For an AWARD of Attorney's fees and cost; and
7. For such further relief as the Court feels is appropriate.

Dated this 23rd of April, 2025.

Nevada Family Law Group



Marilyn A. Caston, Esq.
Nevada Bar No. 11654
760 Coronado Center Dr.
Henderson, Nevada 89052
JordanG@NevadaFamilyLaw.com
Attorney for Paulino Gomez

CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of April, 2025, I served a true and correct copy of Plaintiff's **MOTION FOR RECONSIDERATION OF THE COURT'S APRIL 8, 2025, ORDER AND OTHER RELATED RELIEF** pursuant to NRCP 5(b), by the following means:

[X] by electronic service, pursuant to NEFCR 9, to be electronically served through the Eighth Judicial District Court's electronic filing system; and/or

[ ] by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Henderson, Nevada; and/or

[ ] by sending the same via facsimile pursuant to EDCR 7.26 (the consent for which was previously established); and/or

[ ] electronically delivered via email pursuant to EDCR 8.05 (the consent for which was previously established);

Corinne Price, Esq.
8965 S. Pecos Rd. Suite 9
Henderson, Nevada 89074
Attorney for Defendant

Melissa Goodwin

An Employee of NEVADA FAMILY LAW GROUP

NEVADA FAMILY LAW GROUP
a Nevada limited liability company

MOFI

DISTRICT COURT OF NEVADA
CLARK COUNTY

PAULINO GOMEZ, Plaintiff, vs. MAILA LIKUA, Defendant.	CASE NO: D-22-643298-D DEPT. NO: O **FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)**

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 1215, 125B or 125C are subject to the reopen filing fee of $25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition maybe subject to an additional filing fee of $129 or $57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

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

☐ $25 Motion/Opp being filed with this form is subject to the $25 reopen fee.

or

■ $0 The Motion/Opp being file with this form is not subject to the $25 reopen fee because:

■ Motion/Opp being filed before final Divorce/Custody Decree entered

☐ Motion/Opp being filed is solely Child Support Modification ONLY

☐ Motion/Opp being filed is for Reconsideration or a New Trial and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.

☐ Other Excluded Motion _____

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

■ $0 The Motion/Opp being filed with this form is not subject to the $129 or the $57 fee because:

■ The Motion/Opp is being filed in a case that was not initiated by joint petition.

☐ The party filing the Motion/Opp previously paid a fee of $129 or $57.

or

☐ $129 The Motion being filed with this form is subject to the $129 fee because it is a motion to modify, adjust or enforce a final order.

or

☐ $57 The Motion/Opp being filed with this form is subject to the $57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of $129.

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

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

■ $0 ☐ $25 ☐ $57 ☐ $82 ☐ $129 ☐ $154

Dated this 23rd day of April, 2025

/s/ Jordan M. Garcia, Esq.

NEVADA FAMILY LAW GROUP
a Nevada limited liability company

Electronically Filed
4/23/2025 6:23 PM
Steven D. Grierson
CLERK OF THE COURT

EXHS

Jordan Garcia, Esq.
Nevada Bar No., 12374
Marilyn Caston, Esq.
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NEVADA FAMILY LAW GROUP
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JordanG@nevadafamilylaw.com
Attorneys for Plaintiff,
Paulino Gomez

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

PAULINO GOMEZ, Plaintiff, vs. **MAILA LIKUA,** Defendant.	Case No.: D-22-643298-D Dept. No.: O **EXHIBITS TO MOTION FOR RECONSIDERATION OF THE COURT'S APRIL 8, 2025, ORDER AND OTHER RELATED RELIEF**

NEVADA FAMILY LAW GROUP
a Nevada limited liability company

Plaintiff, Paulino Gomez, by and through his attorney of record, Jordan Garcia, Esq., of NEVADA FAMILY LAW GROUP, LLC, hereby submits his EXHIBITS TO MOTION FOR RECONSIDERATION OF THE COURT'S APRIL 8, 2025, ORDER AND OTHER RELATED RELIEF

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Exh.	Document	Bates No.
1	Emails between counsel	PLT-0001-0007

DATED this 23rd day of April 2025

NEVADA FAMILY LAW GROUP, LLC

Marilyn Caston, Esq.
Nevada Bar No.: 11654
Attorney for Plaintiff,
Paulino Gomez

NEVADA FAMILY LAW GROUP
a Nevada limited liability company

CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of April 2025, I served a true and correct copy of EXHIBITS TO MOTION FOR RECONSIDERATION OF THE COURT'S APRIL 8, 2025, ORDER AND OTHER RELATED RELIEF, pursuant to NRCP 5(b), by the following means:

[ ] by electronic service, pursuant to NEFCR 9, to be electronically served through the Eighth Judicial District Court's electronic filing system, with the date and time of the electronic service substituted for the date and place of deposit in the U.S. Mail; and/or

[ ] by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Henderson, Nevada; and/or

[ ] by sending the same via facsimile pursuant to EDCR 7.26 (the consent for which was previously established); and/or

[X] electronically delivered via email pursuant to EDCR 8.05 (the consent for which was previously established);

Corinne Price, Esq.
8965 S. Pecos Rd. Suite 9
Henderson, Nevada 89074
Attorney for Defendant

Melissa Goodwin

An Employee of NEVADA FAMILY LAW GROUP

NEVADA FAMILY LAW GROUP
a Nevada limited liability company

From: Marilyn Caston
To: Corinne Price; Mike Carman
Cc: Melissa Goodwin; Jordan Garcia
Subject: RE: EDCR 5.501 Communication
Date: Tuesday, April 22, 2025 5:22:00 PM
Attachments: image001.png

Corinne,

Please see my responses to yours in blue below;

- Even if the Court finds that Maila's purchase of the HI land was from her sole and separate property money, she still must divide the increase in value during the marriage as community property as she did with Paulino's business; I disagree. With the Court finding that the purchase of the property was with her sole and separate property distribution from the sale of the marital residence, the rents, issues and profits and increase in value thereof would all be her separate property. There was no evidence submitted establishing that any increase in the value of the property during marriage was due to her labor or efforts. Maila testified multiple times to her personal efforts invested in the HI farmland with sowing, growing and harvesting food and then using that food in the kornerstore and to barter around town. A did Kahanna. We renew our request.
- Judge McConnell accidentally allocated 100% of the missing inventory PCI auction checks to Paulino's side of the MBS instead of splitting it all 50/50; I do not believe this was an accident. Paulino was the sole party to that contract and it was executed without Maila's authorization or consent. Any enforcement efforts needed to obtain these checks from PCI auction could only be raised by Paulino as the sole party to the contract. This was therefore appropriately placed on Paulino's side of the MBS. You cannot have it both way. Either Paulino was the sole party to that contract and could sell what he wanted, how he wanted, pursuant to a valid court order, or Maila has to be involved in the process. In fact, Maila maliciously interfered with those sales incessantly to the point they are still not fully liquidated which led to PCI believing that the original contract had been breached and refusing to turn over the checks. Furthermore, the Court outright rejected Maila's claim at trial that Paulino be assessed any potential loss in revenue or value related to liquidating the inventory items and therefore it makes no sense that she would assign 100% of those imaginary non-received funds to him. We renew our request.
- There must be an offset to Paulino on his side of the MBS representing the three years he covered Maila's cell phone bill on his business account in a minimum amount of $2,119.68; and Again, we disagree. The court found that Paulino had listed this as a business expense, and not a personal expense. Paulino had included his as a legitimate business expense in the valuations completed by both experts.

The court specifically denied this request in the new order. The Court only opined that it was a business debt, she did not address whether it was unjust enrichment for Maila to benefit for three years' time from a business expense paid by Paulino's sole and separate business. We renew our request.

- We need clarification on the issue of reducing the property equalization payment being reduced to judgment, such as how valuation for execution purposes would work, and whether any such remedies need to wait until after the UT land and remaining inventory are sold first. I'm not quite sure what you are asking for here. Maila is entitled to her interest in the property / property equalization award immediately as of the court's distribution. Any delays in her actual receipt of these funds would be subject to the current legal interest rate for judgments. If you are asking me to provide a calculator which provide the daily interest which is accruing, I can provide you with the website that I utilize or run an MLaw calculation for you. Otherwise, what clarification are you seeking? That is NOT accurate. The standing Divorce Decree Judgment states that the property equalization payment is to come from the sale of the inventory proceeds and/or the UT land sales. There was no language that it had to be paid immediately or that Maila was entitled to interest as a result of any delay in receiving those funds. I am continually at a loss why you and your client keep insisting on this argument. You have not identified any amounts due to Maila that Paulino has not paid. We renew our request.

Additionally, the following outstanding issues need resolution which would be brought up in a motion as well;

- We need clarity on how to divide the remaining inventory items as your office still has not confirmed that we can have the estate sale company come and complete the liquidation; We accepted Paulino's offer of paying $25,000 to Maila as her one-half interest in the remaining inventory. I remain unclear as to why is now being rejected by Paulino – did he not sincerely believe this was a fair offer as presented in the Opposition filed 1/30/25? If so, why would it not be reciprocated? I hope you will agree that it would be far better to have this property awarded to one party who is solely in charge of the liquidation, rather than have this as a continued source of conflict and contention between the parties. As Maila is in Hawaii and cannot travel, and as all of these items are located in Mesquite and on Paulino's business property, it only makes sense for Paulino to maintain possession. I believe the only argument here would be the amount of the payout, but I trusted that this issue was solved by your/his representations to the Court that 25K was a fair value for one-half of the remaining items. If this is no longer the case, please explain what has changed since January. I have already addressed this in previous communications. That was not an offer to Maila, that was an option for the Court to select. The Court

declined and we have moved on. What is Maila's good faith basis for resisting the items being liquidated through the estate sales company? You have failed to provide any response on this request although we've made it multiple times. We renew our request.

- Maila has not paid a cent of child support and currently owes Paulino $1,840 exclusive of applicable interest; and Maila does not have the money to pay because the funds awarded to her in the prior orders of the court have not been paid to her yet. I do not believe there is a dispute that the funds Paulino has not yet paid to Maila far exceed those owed by Maila to Paulino. I thought we had previously agreed to offset these amounts when the Utah property sold. If this is not correct, please advise. There has never been any agreement for Maila not to pay child support. We indicated previously that we might be interested in an offset but communications thereafter immediately broke down. We do not believe Maila's bald assertions that she cannot afford to pay this court ordered support and therefore we renew our request.
- Maila still has not signed and mailed the required form to transfer title of the AZ land which was sent to your office on March 24th. As you are aware, Maila is in the last stages of her at risk pregnancy and has been back and forth in the hospital. While I understand a general desire to tie up loose ends, I do not see the urgency in transferring full title to this property into his aging mother's name – a transfer which appears to go against all of the trial testimony regarding adding Paulino to property titles for estate planning purposes – and again reference the fact that Maila has not actually been paid for her interest in this property yet. There is no order requiring her to sign such a deed, and no deadline provided by the Court. It is typical practice for a party to execute such a deed upon being paid for their interest therein, a fact which has not yet occurred. My understanding is that Maila had the baby some time ago and is even home from the hospital after an extended stay due to some neonatal concerns with the child. In light of Maila thinking she has an actionable judgment, this issue is very urgent. That property was awarded to Paulino and his mother in the divorce and Maila has no good faith excuse is to immediately comply with transferring that ownership. We renew our request.

My office has been repeatedly in contact with your office regarding the reissuance of the check to Maila for the 9K in travel reimbursement, however no answer has yet been received. Again, it is requested that the check be reissued to Carman & Price so that we can deposit the funds to her trust account. Since the check was issued from your office and your firm's trust account, it is believed this is a quick and simple request. If there is a reason why the check cannot be reissued, please let me know. Otherwise, I will send a runner to your office tomorrow morning at 10 a.m. to pick up the new check and return the old one to your office for your records. We are not amenable to this request. Specifically, Paulino was ordered to pay

Maila those monies as the travel reimbursement in the 2024 Divorce Decree. Not only would it alleviate Maila's perpetual cried of poverty, but also because your office has repeatedly accused ours of financial malfeasance, among other sordid claims, we want a clear record that our client paid yours the amounts due and owing under the Decree. Therefore, we will not be honoring this request.

It does not appear that there is any common ground between the Parties on the issues I raised. Time is unfortunately of the essence as a Motion to Reconsider must be filed within 14 days of notice of the Court's April 8, 2025 Order. Therefore, we will unfortunately have to move forward with the motion to involve the Court in this matter ASAP.

Thank you.

NEVADA FAMILY LAW GROUP
a Nevada limited liability company

Marilyn A. Caston, Esq.
760 Coronado Center Drive
Henderson, Nevada 89052
702 910 4300 TEL
702 910 4303 FAX
www.nevadafamilylaw.com

From: Corinne Price <corinne@nvfamilylaw.com>
Sent: Tuesday, April 22, 2025 2:55 PM
To: Marilyn Caston <marilync@nevadafamilylaw.com>; Mike Carman <mike@nvfamilylaw.com>
Cc: Melissa Goodwin <melissag@nevadafamilylaw.com>; Jordan Garcia <jordang@nevadafamilylaw.com>
Subject: RE: EDCR 5.501 Communication

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Sorry for the delay in response. As Mike indicated earlier, my grandmother (99 ½ years old, bless her soul!) was having some difficulties and we had to get to Canada to help out. She's my last grandmother left (as you may recall from prior hearings) so I truly and sincerely appreciate the additional time. My responses are below in purple:

Corinne M. Price, Esq.
CARMAN & PRICE
Family Law Attorneys
8965 S. Pecos Road, Suite 9

Henderson, NV 89074
T: (702) 384-8900
F: (702) 384-6900

From: Marilyn Caston <marilync@nevadafamilylaw.com>
Sent: Friday, April 11, 2025 4:29 PM
To: Corinne Price <corinne@nvfamilylaw.com>; Mike Carman <mike@nvfamilylaw.com>
Cc: Melissa Goodwin <melissag@nevadafamilylaw.com>; Jordan Garcia <jordang@nevadafamilylaw.com>
Subject: EDCR 5.501 Communication

Hi Mike / Corrine,

We've had a chance to process the recent Order After Feb 19th Hearing issued by Judge McConnell and there are a couple of issues created by it which must be immediately addressed. Specifically;

- Even if the Court finds that Maila's purchase of the HI land was from her sole and separate property money, she still must divide the increase in value during the marriage as community property as she did with Paulino's business; I disagree. With the Court finding that the purchase of the property was with her sole and separate property distribution from the sale of the marital residence, the rents, issues and profits and increase in value thereof would all be her separate property. There was no evidence submitted establishing that any increase in the value of the property during marriage was due to her labor or efforts.
- Judge McConnell accidentally allocated 100% of the missing inventory PCI auction checks to Paulino's side of the MBS instead of splitting it all 50/50; I do not believe this was an accident. Paulino was the sole party to that contract and it was executed without Maila's authorization or consent. Any enforcement efforts needed to obtain these checks from PCI auction could only be raised by Paulino as the sole party to the contract. This was therefore appropriately placed on Paulino's side of the MBS.
- There must be an offset to Paulino on his side of the MBS representing the three years he covered Maila's cell phone bill on his business account in a minimum amount of $2,119.68; and Again, we disagree. The court found that Paulino had listed this as a business expense, and not a personal expense. Paulino had included his as a legitimate business expense in the valuations completed by both experts. The court specifically denied this request in the new order.
- We need clarification on the issue of reducing the property equalization payment being reduced to judgment, such as how valuation for execution purposes would

work, and whether any such remedies need to wait until after the UT land and remaining inventory are sold first. I'm not quite sure what you are asking for here. Maila is entitled to her interest in the property / property equalization award immediately as of the court's distribution. Any delays in her actual receipt of these funds would be subject to the current legal interest rate for judgments. If you are asking me to provide a calculator which provide the daily interest which is accruing, I can provide you with the website that I utilize or run an MLaw calculation for you. Otherwise, what clarification are you seeking?

Additionally, the following outstanding issues need resolution which would be brought up in a motion as well;

- We need clarity on how to divide the remaining inventory items as your office still has not confirmed that we can have the estate sale company come and complete the liquidation; We accepted Paulino's offer of paying $25,000 to Maila as her one-half interest in the remaining inventory. I remain unclear as to why is now being rejected by Paulino – did he not sincerely believe this was a fair offer as presented in the Opposition filed 1/30/25? If so, why would it not be reciprocated? I hope you will agree that it would be far better to have this property awarded to one party who is solely in charge of the liquidation, rather than have this as a continued source of conflict and contention between the parties. As Maila is in Hawaii and cannot travel, and as all of these items are located in Mesquite and on Paulino's business property, it only makes sense for Paulino to maintain possession. I believe the only argument here would be the amount of the payout, but I trusted that this issue was solved by your/his representations to the Court that 25K was a fair value for one-half of the remaining items. If this is no longer the case, please explain what has changed since January.

  Maila has not paid a cent of child support and currently owes Paulino $1,840 exclusive of applicable interest; and Maila does not have the money to pay because the funds awarded to her in the prior orders of the court have not been paid to her yet. I do not believe there is a dispute that the funds Paulino has not yet paid to Maila far exceed those owed by Maila to Paulino. I thought we had previously agreed to offset these amounts when the Utah property sold. If this is not correct, please advise.

- Maila still has not signed and mailed the required form to transfer title of the AZ land which was sent to your office on March 24th. As you are aware, Maila is in the last stages of her at risk pregnancy and has been back and forth in the hospital. While I understand a general desire to tie up loose ends, I do not see the urgency in transferring full title to this property into his aging mother's name – a transfer which appears to go against all of the trial testimony regarding adding Paulino to property titles for estate planning purposes – and again reference the fact that Maila has not

actually been paid for her interest in this property yet. There is no order requiring her to sign such a deed, and no deadline provided by the Court. It is typical practice for a party to execute such a deed upon being paid for their interest therein, a fact which has not yet occurred.

Time is of the essence here so please respond to us on these issues **by next week Wednesday April 16th** with any stipulations your client is willing to allow or we will have to move forward with a Motion to Reconsider before the Court.

My office has been repeatedly in contact with your office regarding the reissuance of the check to Maila for the 9K in travel reimbursement, however no answer has yet been received. Again, it is requested that the check be reissued to Carman & Price so that we can deposit the funds to her trust account. Since the check was issued from your office and your firm's trust account, it is believed this is a quick and simple request. If there is a reason why the check cannot be reissued, please let me know. Otherwise, I will send a runner to your office tomorrow morning at 10 a.m. to pick up the new check and return the old one to your office for your records.

Thank you.

NEVADA FAMILY LAW GROUP
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Steven D. Grierson
CLERK OF THE COURT

OPPC
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Corinne Price, Esq.
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8965 S. Pecos Road, Suite 9
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702.384.8900
Corinne@NVfamilylaw.com
Attorney for Defendant
Maila Likua

CARMAN & PRICE
FAMILY LAW ATTORNEYS

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

PAULINO GOMEZ, Plaintiff, v. MAILA LIKUA, Defendant.	CASE NO.: D-22-643298-D DEPT. NO.: O

OPPOSITION TO MOTION FOR RECONSIDERATION OF THE COURT'S APRIL 8, 2025, ORDER AND OTHER RELATED RELIEF
AND
COUNTERMOTION FOR FINAL INVENTORY ORDERS, REISSUANCE OF CHECK, CHILD SUPPORT OFFSET AND FEES AND COSTS

COMES NOW, Defendant, Maila Likua ("Maila"), by and through her attorney, Corinne Price, Esq., of CARMAN & PRICE and hereby submits her Opposition to Paulino's *Motion for Reconsideration of the Court's April 8, 2025, Order and Other Related Relief.* By way of countermotion, Maila respectfully requests the following release:

1) The denial of all relief requested by Paulino;

2) An order awarding Maila with $25,000 as and for her property equalization of the remaining inventory;

3) An order requiring Paulino to reissue the travel reimbursement check to Carman & Price;

4) An order offsetting Maila's monthly child support obligation from the property equalization award due to her from Paulino; and

5) An award of attorneys' fees and costs.

This countermotion is made and based upon the pleadings and papers on file herein, the Points and Authorities submitted herewith, and such other evidence and argument as may be brought before the Court at the hearing of this matter.

Dated this 7th day of May, 2025.

CARMAN & PRICE



Corinne Price, Esq.
Nevada Bar No. 10237
8965 S. Pecos Road, Suite 9
Henderson, NV 89074
702.384.8900
Corinne@NVfamilylaw.com
Attorney for Defendant
Maila Likua

I.
POINTS AND AUTHORITIES

A. The PCI Auction Checks Were Properly Placed on Paulino's Side of the Marital Balance Sheet

Paulino executed a contract and began liquidating inventory items without Mailas knowledge or consent, in clear violation of the Joint Preliminary Injunction. Maila was not a party to that contract and did not consent to the sale of these items by PCI Auctions.

Neither Maila nor her counsel have engaged in any meaningful discussions with Mr. Fontana either prior to, or following, the financial proceedings in this matter. In fact, Maila's counsel had to repeatedly ask Paulino's counsel for assistance in obtaining any type of responsive communication from Mr. Fontana, as he would not engage with Maila or her counsel directly. While Mr. Fontana attempted to present himself as a neutral witness at trial, he has always been beholden to Paulino, and has only acted at Paulino's behest. The Court should note that when attempts were made to serve Mr. Fontana with a Subpoena Duces Tecum in this matter, he evaded multiple attempts at the address he provided, had his girlfriend throw the documents at the process server when they were left by his door, and she thereafter tossed them off the balcony. *Exhibit A.* He was a no-call, no-show at his initial deposition date, and only appeared for the

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second deposition set due the intervention of Paulino's counsel advising him to cooperate.

Contrary Paulino's inferences, Maila has never met Mr. Fontana outside of his attendance at deposition and at trial, and was not present in Nevada during any of his auctioning work to "interfere" with his services in any manner, and the only limitations placed upon his services were by the Court.

Finally, neither Maila nor her counsel was a party to any of the communications that led to an apparent "breakdown" in any discussions that have led to Mr. Fontana electing to keep the checks for items already sold. Mr. Fontana claimed at trial that he was just waiting on instructions to release the proceeds already received, and that he was ready to move forward with the last auctions for the remaining items. Any change in his position on these issues was clearly the result of subsequent undisclosed discussions with Paulino and his counsel and had nothing to do with Maila and/or undersigned counsel.

Mr. Fontana's e-mail reflects that he is unwilling to sell the remaining inventory "due to significant and irreparable damage sustained as a result of improper storage conditions" and not to any delays caused by Maila. To the contrary, such items have been in Paulino's exclusive possession and control since February of 2022. Despite extensive efforts to access and sell

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these items for three years in accordance with the Court's orders, Maila was repeatedly blocked and precluded from doing anything other than conducting a restricted 120-hour-long inventory of the items. Paulino's failure to properly store these items during these past three years directly led to their severely diminished value and has now led to Mr. Fontana's refusal to complete the remaining auctions.

Paulino is the only party to the contract with PCI Auctions, the only party capable of enforcing it, and the only party responsible for any new breakdown in discussions that have led to Mr. Fontana's refusal to release the funds.

It is noted that Paulino has not cited a single legal authority that would hold Maila responsible in any manner for the consequences of his own unilateral and unauthorized actions. Whatever efforts are necessary to address the situation created by Paulino and his counsel are clearly Paulino's sole responsibility. As such, the total value of the items should properly remain on Paulino's side of the balance sheet, for either his receipt of the proceeds (if they can be obtained from PCI Auctions), or for the lost value of these proceeds that have been caused by Paulino's misconduct. *See* Lofgren v. Lofgren, 112 Nev. 1282, 1283, 926 P.2d 296, 297 (1996) (Approving the court's augmentation of the other spouse's share of the

remaining community property if community property is lost, expended, or destroyed by the intentional conduct of one spouse).

B. Maila Should Be Awarded $25,000 For the Remaining Inventory

Given the high level of conflict between the parties, communication difficulties with third-party sellers selected by Paulino, and ongoing issues with PCI Auctions, Maila understandably does not want to be a party to any further contracts relating to the inventory items that remain in Paulino's possession.

Maila has no knowledge of the specific Estate Sale company that Paulino has proposed, is not present in Nevada to monitor their work, and it has been well-established that the parties do not work well together. As such, joint tasks between these parties are inappropriate.

Just like how the community vehicles in Paulino's exclusive possession have been awarded to him with an equalization value provided to Maila, these remaining inventory items should be awarded to Paulino with an equalization to Maila. Paulino can select whatever company or selling method that he prefers and can control the timing, commissions, fees and all aspects of the transaction. This solution avoids further conflicts between the parties, eliminates the need for further attorney and judicial involvement, and provides finality for this issue.

Regarding the value of the remaining inventory, Paulino proposed a $25,000 buyout value for one-half of this inventory in his *Amended Opposition and Countermotion For Reconsideration* filed on January 30, 2025:

> "However, other creative potential solutions are for Maila to take possession of the remaining items to resell at her leisure, owing Paulino an offset for his 50% community interest in the same representing approximately $25,000." *Opposition and Countermotion, pg 31, lines 13-16.*

It does not make any sense for Maila – who lives in Hawaii and who is now caring for a newborn baby – to take possession of these items which have been in Paulino's possession for three years, and have remained located on his business property. Further, Maila is absolutely unwilling to go through another expensive and traumatic experience attempting to access inventory, given Paulino's abuse and harassment during her prior attempts.

Paulino should be held to the $25,000 in buy-out value he actively represented to this Court was fair and equitable for the remaining inventory items. As Paulino has represented to this Court that $25,000.00 is a fair buy-out value for the remaining inventory if awarded to Maila, he should be held to this representation. Paulino should be awarded all of the remaining inventory in his possession, and a $25,000.00 value added to Maila's equalization for her one-half interest therein.

If Paulino now represents that $25,000.00 is not a fair value for one-half of the remaining inventory, he must be held to task for making yet another false representation to this Court. The issue needs to be resolved with finality, and Paulino cannot legitimately fault the Court from utilizing a value that he himself provided in his own sworn pleadings.

C. The Hawaii Land is Maila's Sole and Separate Property

The Court's Order After February 19, 2025, Hearing found that "the funds from the sale of the house were divided and awarded to each party as their sole and separate funds. The Court further finds that Maila did use her separate funds from the sale proceeds to purchase the land in Hawaii and the vehicles listed." *Page 2, lines 7-11.* As provided in NRS 123.130, Paulino is not entitled to any interest in Maila's separate property, which includes the land and "any rents, issues and profits thereof." As the entirety of the purchase price was made was separate property, and as there was no mortgage on the property to be paid with community income, there is not even a limited *Malmquist* interest in the land's appreciated value.

To the extent Paulino is requesting a reconsideration of the Court's amended findings (a reconsideration of the reconsideration) and to now asking this Court to find a community interest in this property, Paulino has not set forth any new evidence or authority for the relief he is requesting.

No community funds were involved with this property. The tax records utilized for the valuation of the property (and for the numbers included in Paulino's motion) do not include any increase in value based upon efforts or labor, and no such evidence was proffered at trial. What should be of significant concern for this Court is Paulino's continued misleading legal citations. NRS 123.220 does provide that all property acquired after marriage by either spouse is community property. However, he omits the key portion of this statute, which specifically states "other than that stated in NRS 123.130." As set forth above, NRS 123.130 establishes that the Hawaiian land is Maila's separate property, as well as any rents, issues, and profits thereof. Paulino's omission of the "other than stated" portion of our statute is deliberately misleading and an inaccurate statement of Nevada law.

Kogod is also inapplicable to this issue, as there is no community property interest or investment that would have accumulated during the delay in the granting of the parties' divorce. Kogod does not create a community property interest in separate property and merely defines the division date for community property, which the Hawaiian land is not.

D. Execution of Arizona Property Deed

As Paulino is aware, Maila has been in and out of the hospital for the past two months due to complications with her high-risk pregnancy. When

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she attempted to have the quitclaim deed executed in between emergency hospital visits, it turned out that only a draft deed had been sent by Paulino, which contained a clear watermark. When the new deed was finally provided, Maila was back in the hospital, and she just – finally – gave birth to PJ's little brother on April 28, 2025. It is respectfully submitted that this is a "good excuse" for delays in her execution of the deed, despite Paulino's complaints to the contrary.

Maila's counsel further stands by the concerns raised regarding this transaction overall. It was stipulated that Paulino would pay Maila her $19,000.00 interest in the property, and that she would sign over title to Paulino and his mother. She has not received any payment for her share of this property, and Paulino is now requesting that she execute a document that places the title solely in his mother's name and would prevent her from collecting against this property if Paulino fails to pay her the sums awarded.

When the entirety of Paulino's testimony regarding his co-ownership of properties with his mother and his receipt of rental income on her behalf was due solely to estate planning and financial management issues due to the ailing status of his mother's health, any reasonable person would question why this property is now being transferred solely to his mother following the entry of a large judgment Paulino is required to pay.

Maila is entitled to be paid for her interest in the Arizona property pursuant to the parties' stipulation. Upon her receipt of these funds, she will execute and return the quitclaim deed transferring ownership of this property to whomever Paulino desires. If Paulino does not trust her to execute the deed, the funds can be maintained in an attorney trust account pending his receipt of the signed document.

Until this time, it would be unjust and inequitable to require her to lose her security interest in the property, while Paulino is engaging in a course of conduct clearly designed to divest himself of assets that may be executed upon in relation to the property equalization payment owed.

E. Child Support and Payments Due to Maila

Maila has not worked in several months and just gave birth last week. While this Court has imputed income and earning capacity to Maila, there can be no doubt that she has not engaged in meaningful farming or bookkeeping work for quite some time. She has no actual income or actual ability to pay the child support as ordered, a fact that was quickly brought to this Court's attention in Maila's *Motion to Alter or Amend* following the entry of the Financial Decision which did not provide Maila with any immediate access to funds.

Paulino presently owes Maila over $190,000.00 in property equalization alone, yet he persists in demanding monthly payments of

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$460.00 from Maila, threatening to have her held in contempt for non-compliance. Her inability to pay child support payments is clearly not intentional or willful in any manner, and she has already requested this Court's assistance with alternative payment orders until she has access to funds to make the payments as required. No orders or rulings were made on this request in the Order After February 19, 2025, Hearing.

In relation to EDCR 5.501 efforts to resolve this issue without further litigation, Paulino's counsel provided a check from their trust account for $9,036.00 in travel reimbursement costs owed, made payable to Maila Likua. As Maila was in the hospital and unable to cash the check, it was repeatedly requested that this check be reissued by Paulino's counsel to be made payable to Carman & Price so that it could be deposited on her behalf. Despite the ease in reissuing this check (their office is only a few blocks away from the undersigned counsel's office), Paulino's counsel has stubbornly refused, and the check has remained uncashed to date. Paulino's counsel has also refused to have Maila's child support obligation credited against the significant sums due and owing to her from Paulino.

The Court further needs to recognize that its decision to defer the collection of the $193,732.18 owed to her by Paulino until the time that the Utah property sells, and not require Paulino to even pay interest to Maila in the meantime, has artificially interfered with Maila's ability to pay child

support to Paulino. With Paulino owing such a large sum of money, the Court – as a matter of equity – should have applied such child support as a credit toward the monthly interest upon the equalization judgment owed to Maila during the time period that she clearly will not have access to money.

It is submitted that there is no good faith reason why these easy solutions should not be implemented to resolve these ongoing issues, and no attorney's fees should have had to be incurred by either party in relation to such an issue.

F. Property Equalization Judgment

The parties specifically stipulated to the reduction of Maila's property equalization award to judgment. Pursuant to Grisham, a stipulation in a family law case is treated as a contract subject to general contract principles and will be enforced by the Court if they are not unconscionable, illegal, or in violation of public policy. Grisham v. Grisham, 128 Nev. 679, 685, 289 P.3d 230, 234-35 (2012), Martin v. Martin, 138 Nev., Adv. Op. 78, 520 P.3d 813, 819 (2022). Paulino cannot seek to have his own stipulation set aside by this Court absent a showing of facts or circumstances which would meet either of these legal thresholds.

Maila is entitled to have her property equalization award reduced to judgment as a matter of law. Pursuant to NRS 125.150(1)(b), Maila was entitled to receive her equal share of the community property upon the

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"granting" of the divorce. Just as with any other loan or outstanding balance owed to a third party, the creditor is entitled to a fair amount of interest until the amount due is satisfied. While the Court has elected to protect Paulino from collection and has suspended Maila's ability to collect upon that judgment until such time that the Utah property sells (and has not even required Paulino to make any minimum payments in the interim), the judgment was clearly owed to Maila as of the date of divorce.

In viewing the absurdity of Paulino's argument, the Court needs to recognize that Paulino is a debtor in possession of $193,732.18 of Maila's funds. If he does not want to utilize the accounts and assets on his side of the Marital Balance Sheet to pay Maila immediately, he is subject to the statutory interest rate established by NRS 17.130. It would be manifestly unjust and inequitable, and contrary to Nevada law, to permit Paulino to enjoy the continued free use, enjoyment, and investment opportunities of $193,732.18 of Maila's money. If these funds had been paid to her upon the granting of the divorce as provided in NRS 125.150, Maila could have earned substantial interest income already, and/or have saved significant interest charges on her credit accounts by being able to pay off the balances.

It is understood that logistically, the Court wanted to reduce conflict between the parties by providing a clear path to Maila's receipt of these

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funds post-divorce through the sale of the Utah property. However, this order has resulted in all of the negative consequences of such a delayed payment scheme falling on Maila, while Paulino receives an inappropriate financial windfall. Judgments and the imposition of statutory interest are found in Nevada law to specifically to rectify this imbalance between creditors and debtors. It is also noted that the imposition of interest on outstanding judgments serve as a very strong motivator to have the obligation satisfied as quickly as possible.

It is offensive that Paulino complains to this Court about Maila's potential ability to collect on the judgment by forcing the sale of one of his luxury exotic vehicles. If Paulino wants to avoid paying interest, he is more than free to sell whatever assets he prefers, on his own terms and at his own price. If he wants to keep his $68,000 Ford Shelby, that is up to him – but he will need to find other assets or accounts to provide Maila with the sums due and owing to her, or pay interest on the judgment until it is satisfied. He is not entitled to keep Maila's share of the community estate, his fleet of vehicles, his property interests and all of the business and personal accounts awarded to him, and the income from the businesses and properties awarded to him in the Decree and then claim an inability to pay Maila for her one-half interest therein.

It is hopeful that the Court will recognize that a party is Paulino clearly not "financially tapped out" if their greatest concern is that someone may execute a judgment against a luxury vehicle. Paulino's new request to reconsider his own stipulation entered in response to Maila's Motion to Alter and Amend is not supported by law or fact, and is contrary to well-settled Nevada law. As such, the judgment must stand as entered.

G. Verizon Reimbursement Issue

Paulino has provided no substantially different evidence nor any material mistake of fact or law which would warrant reconsideration of this issue.

Paulino testified that the Verizon expenses were legitimate business expenses at his deposition, utilized such expenses as business deductions on the tax returns, and provided such expenses to both business valuation experts, who relied upon them to reduce the value of his business in their valuation reports.

Further, during the entire time period Paulino is seeking reimbursement, the parties remained married and his income (utilized to pay off the amounts owed) was *community income*. The use of community income to pay a community expense does not entitle one party to an offset or reimbursement, especially when no interim support orders were entered,

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and no specific orders were entered regarding which party would be responsible for paying any specific expenses.

Pursuant to the Joint Preliminary Injunction, Paulino was required to continue paying the community's expenses pursuant to the existing status quo unless or until alternative orders or agreements were reached.

Paulino cannot claim "clear error" regarding a legal argument not made at the time of the Court's initial decision. His new "unjust enrichment" arguments fail as a basis for reconsideration on this basis alone, but are also absurd when ordering a reimbursement without reciprocally adjusting the business valuation, which would lead to Paulino being unjustly enriched.

H. Attorney's Fees and Costs

Paulino's requests for relief and reconsideration of reconsidered issues are not made in good faith, are not supported by the evidence in this matter, and have been made with egregiously misleading and incomplete citations of law.

Paulino appears to be openly encouraging this Court to commit clear error, while also exhausting substantial time, funds, and judicial resources with his serial relitigation of issues – including his own stipulated agreements.

At some point, the Court must put an end to this misconduct by holding Paulino responsible for the financial consequences of his misconduct. Maila

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requests full reimbursement for the fees and costs she has incurred in defending against Paulino's frivolous filing pursuant to EDCR 5.219, NRS 18.010, and EDCR 5.501. A detailed *Brunzel* Memorandum shall be provided for the Court's consideration at the conclusion of these proceedings.

CONCLUSION

Wherefore, based upon the foregoing, Maila respectfully requests:

1) The denial of all relief requested by Paulino;

2) An order awarding Maila with $25,000 as and for her property equalization of the remaining inventory;

3) An order requiring Paulino to reissue the travel reimbursement check to Carman & Price;

4) An order offsetting Maila's monthly child support obligation from the property equalization award due to her from Paulino; and

5) An award of attorneys' fees and costs.

Dated this 7th day of May, 2025.

CARMAN & PRICE

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Corinne@NVfamilylaw.com
Attorney for Defendant
Maila Likua

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that on this 7th day of May, 2025, I caused the above and foregoing document to be served as follows:

☒ Pursuant to EDCR 5.205 and NEFCR 9 by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first-class postage was prepaid;

to the following:

Marilyn Caston, Esq.
Jordan M. Garcia, Esq.
Melissa Goodwin
Nevada Law Family Law Group
MarilynC@nevadafamilylaw.com
JordanG@nevadafamilylaw.com
Melissag@nevadafamilylaw.com

Employee of CARMAN & PRICE

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Exhibit A

AFFIDAVIT OF SERVICE

Case: D-22-643298-D	Court: Eighth Judicial District Court-Family Courts & Services Center	County: Clark, NV	Job: 9201192 (LIKUA 7.17.23)
Plaintiff / Petitioner: PAULINO GOMEZ		**Defendant / Respondent:** MAILA LIKUA	
Received by: Clark County Process Service, LLC		**For:** Carman & Price	
To be served upon: Anthony Fontana PCI Auctions West Coast			

I, Thomas Jeeves, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address: Girlfriend / refused to except or give name., 901 E. Fremont 203, Las Vegas, NV 89101
Manner of Service: Substitute Service - Abode, Jul 24, 2023, 3:06 pm PDT
Documents: Subpoena Duces Tecum

Additional Comments:
1) Unsuccessful Attempt: Jul 19, 2023, 11:38 am PDT at Company: 1366 W. Cheyenne Avenue 101, North Las Vegas, Nevada 89030
#101 is an empty unit.

2) Unsuccessful Attempt: Jul 19, 2023, 12:03 pm PDT at 150 N Las Vegas Blvd, Las Vegas, NV 89101
Per front desk Anthony moved out 6 months ago. No forwarding address given.

3) Unsuccessful Attempt: Jul 20, 2023, 8:23 am PDT at Company: 1366 W. Cheyenne Avenue 101, North Las Vegas, Nevada 89030
Called PCI Auctions West Coast
(702) 342-8078
No answer will try again later.

4) Unsuccessful Attempt: Jul 20, 2023, 4:33 pm PDT at Company: 1366 W. Cheyenne Avenue 101, North Las Vegas, Nevada 89030
Called PCI Auctions West Coast
(702) 342-8078
Spoke with Anthony Fontana. He inquired as to what the paperwork is about and stated he will be in Reno for awhile and was open ended as to when he would be back in Las Vegas. He stated he is very busy and does not want to have to fly back to Las Vegas for this if he does not have to. He asked if the attorney's office could call him and work something out. I called Melody - our client - and relayed this information to her.

5) Unsuccessful Attempt: Jul 20, 2023, 4:48 pm PDT at 901 E. Fremont 203, Las Vegas, NV 89101
Spoke with client, Anthony Fontana gave her address of 901 E. Fremont # 203, LVN to serve paperwork. Sub-service at this business per client is fine.

6) Unsuccessful Attempt: Jul 21, 2023, 1:51 pm PDT at 901 E. Fremont 203, Las Vegas, NV 89101
WFA refused to accept service. She called Anthony in Reno. He told her not to take and that he might be back Monday or Tuesday next week. Bring back then.

7) Successful Attempt: Jul 24, 2023, 3:06 pm PDT at 901 E. Fremont 203, Las Vegas, NV 89101 received by Girlfriend / refused to except or give name.. Age: 30; Ethnicity: Caucasian; Gender: Female; Weight: 170; Height: 5'8"; Hair: Brown; Relationship: Girlfriend;
The WFA answered the door. Stated Anthony was not home. I herd a man and a woman talking before I knocked. She refused again and I set the paperwork down on a table right inside the door. When I walked away she ran out in the hall and threw it at me. I let it fall to the ground whole waiting for the elevator I herd her tell someone that I threw it in her apartment. I left the building. When I walked out the front doors she threw the paperwork off the balcony onto the sidewalk.

07/24/2023

Thomas Jeeves
1641

Date

Clark County Process Service, LLC
2500 Chandler Ave #4
Las Vegas, NV 89120
702-275-9961

Electronically Filed
6/11/2025 4:10 PM
Steven D. Grierson
CLERK OF THE COURT

NOTC

Jordan M. Garcia Esq.
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Henderson, NV 89052
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JordanG@NevadaFamilyLaw.com
MarilynC@NevadaFamilyLaw.com
Attorney for Paulino Gomez

DISTRICT COURT OF NEVADA

CLARK COUNTY

PAULINO GOMEZ, Plaintiff, vs. MAILA LIKUA, Defendant.	Case No.: D-22-643298-D Dept. No.: O **NOTICE OF NEWLY DISCOVERED EVIDENCE RELATED TO UNDER ADVISEMENT DECISION** **Date: June 16, 2025** **Time: IN CHAMBERS**

COMES NOW Plaintiff, PAULINO GOMEZ ("Paulino") by and through his attorneys, Jordan M. Garcia, Esq. and Marilyn A. Caston, Esq., of Nevada Family Law Group, and submits this supplement to his Motion For Reconsideration of the Court's April 8, 2025 Order based upon newly discovered evidence attached hereto.

Case Number: D-22-643298-D

Said newly discovered evidence renders an issue currently before the Court but under advisement moot.

Specifically, Maila stated in her Opposition and Countermotion filed with the Court on or about May 7, 2025, that Maila was somehow unable to physically cash the check and therefore Paulino should be ordered to reissue it in her Counsel's name without adequate explanation. Wanting to avoid yet another scenario wherein Maila claimed that Paulino had not paid her the amounts ordered as she has done throughout these three plus years of litigation, Paulino insisted on strict compliance with this Court's 2024 Divorce Decree which states that he must pay *Maila* $9,036.00 in travel reimbursement fees.

Thereafter, on or about May 23, 2025, Maila actually *did* cash the $9,036.00 check furnished by Paulino through his attorney's office and proof of the check clearing is attached hereto. Therefore, this issue is moot and no longer requires any judicial intervention to resolve.

Undersigned Counsel had intended to bring this newly discovered evidence with her to the hearing in this matter to update the Court with. However, as this matter is taken off calendar and currently under advisement with an in chambers review hearing scheduled for next week, Undersigned Counsel wished to update the

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Court regarding this moot issue.

Dated this 11th Day of June, 2025. **Nevada Family Law Group**



Marilyn A. Caston, Esq.
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Phone: 702-910-4300
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MarilynC@NevadaFamilyLaw.com
Attorney for Paulino Gomez

NEVADA FAMILY LAW GROUP
a Nevada limited liability company

CERTIFICATE OF SERVICE

I hereby certify that on the 11th day of June, 2025, I served a true and correct copy of Plaintiff's **NOTICE OF NEWLY DISCOVERED EVIDENCE RELATED TO UNDER ADVISEMENT DECISION** pursuant to NRCP 5(b), by the following means:

[X] by electronic service, pursuant to NEFCR 9, to be electronically served through the Eighth Judicial District Court's electronic filing system; and/or

[ ] by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Henderson, Nevada; and/or

[ ] by sending the same via facsimile pursuant to EDCR 7.26 (the consent for which was previously established); and/or

[ ] electronically delivered via email pursuant to EDCR 8.05 (the consent for which was previously established);

Corinne Price, Esq.
8965 S. Pecos Rd. Suite 9
Henderson, Nevada 89074
Corinne@FCPFamilylaw.com
Attorney for Defendant

Melissa Goodwin

An Employee of NEVADA FAMILY LAW GROUP

NEVADA FAMILY LAW GROUP
a Nevada limited liability company

Transaction details

Check No: 000000002389 **-$9,036.00**

Required fields are marked with an asterisk (*)

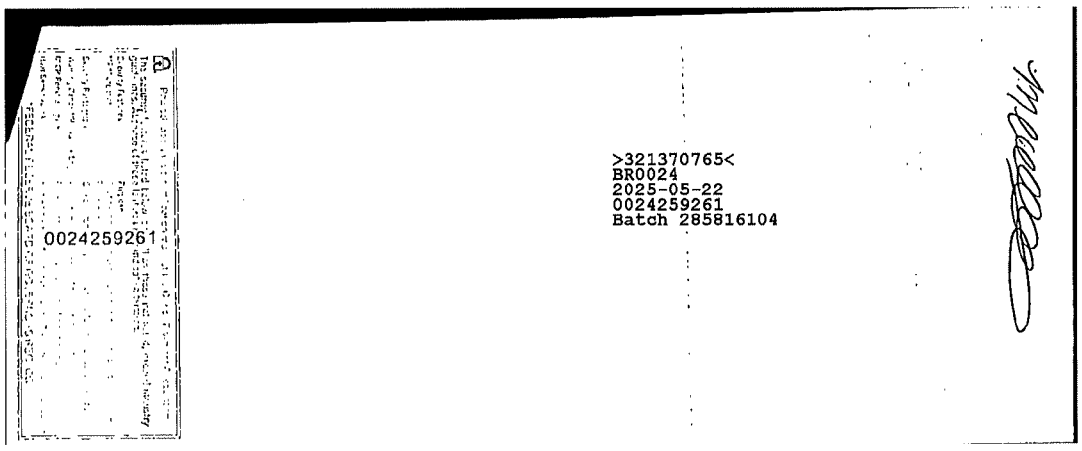
From:
[redacted]

Posted:
05/23/2025

Check #:
2389

Transaction image(s):

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Nickname *
Check No: 000000002389

Memo

Save

Something not looking right ?

Transaction details

Check No: 000000002389 **-$9,036.00**

Required fields are marked with an asterisk (*)

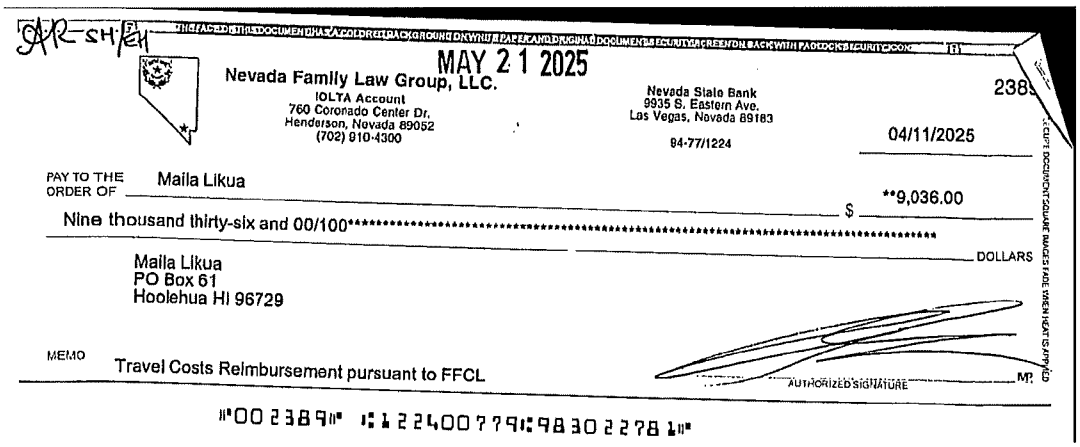
From:
[redacted]

Posted:
05/23/2025

Check #:
2389

Transaction image(s):

Hide images



MAY 21 2025

Nevada Family Law Group, LLC.
IOLTA Account
760 Coronado Center Dr.
Henderson, Nevada 89052
(702) 910-4300

Nevada State Bank
9935 S. Eastern Ave.
Las Vegas, Nevada 89183
84-77/1224

2389

04/11/2025

PAY TO THE ORDER OF Maila Likua

$ **9,036.00

Nine thousand thirty-six and 00/100********** DOLLARS

Maila Likua
PO Box 61
Hoolehua HI 96729

MEMO Travel Costs Reimbursement pursuant to FFCL

AUTHORIZED SIGNATURE

⑈002389⑈ ⑆122400779⑆ 98302278 1⑈

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Nickname *
Check No: 000000002389

Memo

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Steven D. Grierson
CLERK OF THE COURT

RSPN
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Maila Likua

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FAMILY LAW ATTORNEYS

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

PAULINO GOMEZ, Plaintiff, v. MAILA LIKUA, Defendant.	CASE NO.: D-22-643298-D DEPT. NO.: O

RESPONSE TO NOTICE OF NEWLY DISCOVERED EVIDENCE

COMES NOW Defendant, Maila Likua ("Maila"), by and through her counsel, Michael P. Carman, Esq. and Corinne Price, Esq. of CARMAN & PRICE, and hereby provides a Response to the Notice of Newly Discovered Evidenced filed by Plaintiff, Paulino Gomez ("Paulino").

Paulino delivered a check on April 11, 2025, to the office of Maila's counsel, made payable to Maila Likua. Maila's counsel immediately requested the reissuance of the check to CARMAN & PRICE, as Maila was hospitalized pending the birth of her child in Honolulu, Hawaii (a different island than Molokai). Maila does not receive mail at the hospital in Honolulu to send her the check, and she was clearly physically unable to take it to her bank for deposit. Paulino and his counsel refused to cooperate with this simple request despite multiple requests and follow-up attempts. The check was therefore eventually mailed to Maila, and it could not be cashed until May 23, 2025, when she and the new baby were released from the hospital and could return home – more than a month and a half later.

Paulino's gamesmanship has not stopped and at some juncture, there must be financial consequences of his misconduct. His claims of wanting to be in strict compliance with orders and "pay *Maila"* are just disingenuous. He provided the check to Maila's *counsel*, not Maila. He knew she had no access to mail at the time, and no ability to deposit the check provided. Paulino's refusal to cooperate with a simple request to reissue the check resulted in additional attorney's fees and costs for Maila, not only with the time spent trying to follow up with his attorneys to have the check reissued, but also in reviewing and responding to the "Newly Discovered Evidence" filing which mischaracterizes the facts at hand. While the issue of cashing

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the check is now moot, the fees and costs caused by Paulino's misconduct must be addressed, as well as his continued gamesmanship with the Court's orders.

DATED: June 13, 2025.

CARMAN & PRICE

/s/ Corinne Price

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Attorneys for Defendant
Maila Likua

CARMAN & PRICE
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that on the 13th day of June, 2025, I caused the above and foregoing document to be served as follows:

☒ Pursuant to EDCR 5.205 and NEFCR 9 by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first-class postage was prepaid;

to the following address:

Marilyn Caston, Esq.
Jordan M. Garcia, Esq.
Melissa Goodwin
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MarilynC@nevadafamilylaw.com
JordanG@nevadafamilylaw.com
Melissag@nevadafamilylaw.com

Melody Cooley

Employee of CARMAN & PRICE

CARMAN & PRICE
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ELECTRONICALLY SERVED
7/28/2025 1:37 PM

Electronically Filed
07/28/2025 1:37 PM
CLERK OF THE COURT

ORDR

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

PAULINO GOMEZ, Plaintiff, vs. MAILA LIKUA, Defendant.	Case No.: D-22-643298-D Dept. No. O Date of Hearing: June 16, 2025 Time of Hearing: 7:00 a.m.

ORDER AFTER CHAMBERS HEARING ON JUNE 16, 2025

This matter came on for a decision without a hearing on June 16, 2025, on Plaintiff's Motion for Reconsideration of the Court's April 8, 2025, Order and Other Related Relief and Defendant's Opposition and Countermotion for Final Inventory Orders, Reissuance of Check, Child Support Offset and Fees and Costs.

THE COURT NOTES that Plaintiff ("Paulino") filed his Motion on April 23, 2025. Defendant ("Maila") filed her Opposition and Countermotion on May 7, 2025. Paulino filed a Notice of Newly Discovered Evidence on June 11, 2025 and Maila filed her Response on June 13, 2025. These additional pleadings addressed a check payment by Paulino that was cashed by Maila. Therefore, it resolved the issue of Paulino's payment of $9,036 in travel reimbursement to Maila; thereby making that issue moot.

THE COURT NOTES that Paulino is requesting the following relief: 1) Reconsideration of the April 8, 2025 Order prior to issuing an Amended Decree of Divorce; 2) Order clarifying a portion of the Order for additional findings under NRCP 52(b); 3) Equitable relief from Order under NCRP 60(a) and/or 60(b); 4) Order to allow Paulino to finish liquidation of remaining

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inventory through estate sale; 5) Order for Court Clerk to sign the deed for the Arizona land in place of Maila; and 6) Award of attorney's fees.

THE COURT NOTES that Maila is requesting the following relief: 1) Denial of Paulino's motion; 2) Award of $25,000 to Maila for her property equalization of remaining inventory; 3) Require Paulino to reissue the travel reimbursement check; 4) Order an offset of Maila's monthly child support obligation from the property equalization award due to her; and 5) Award of attorney's fees.

Missing PCI Checks

The Court previously found that the remaining undistributed PCI checks are community property to be split equally between the parties and the checks were placed on both parties side of the MBS. However, after the April 8, 2025 Order, the Court attached a revised MBS, which moved the PCI checks to Paulino's side of the MBS, which was not stated in the Order.

Paulino alleges that he is not in possession of the checks from PCI in the total amount of $31,515.15. He alleges that the MBS shows an inflated equalization payment due from him in the amount of $15,757.58 because the full amount has been incorrectly placed on his side of the MBS.

Maila alleges that the breakdown is due to Paulino's involvement and that Maila is not the cause of the breakdown in Mr. Fontana's failure to provide the checks. She argues that she has not had any meaningful discussions with Mr. Fontana either before or after the proceedings. Maila requests the value remain on Paulino's side of the MBS for receipt of the checks or for lost value.

The Court FINDS that the PCI checks remain community property to be split equally. The Court further FINDS that there has been no specific evidence as to the basis of Mr. Fontana's failure to provide the checks for the proceeds from the sale. The Court further FINDS that it

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made a clerical error by putting the checks on Paulino's side of the MBS only. Both parties should be responsible for working with PCI and specifically Mr. Fontana to recover the checks. Therefore, the checks shall be split equally and placed on each party's side of the MBS as originally ordered.

Remaining Inventory

Both parties indicate that Mr. Fontana is no longer cooperating or willing to sell the remaining inventory. Paulino requests the Court order it to be sold via an estate sale. Maila requests this Court order that she be awarded $25,000 as her community property share of the remaining inventory.

The Court FINDS that there was no evidence as to the actual value of the remaining inventory. The Court further FINDS, as stated in the Decree of Divorce, that both parties caused delays. The Court further FINDS that there has been no additional evidence to substantiate an award of the remaining inventory to Paulino with a payment to Maila. Instead, the evidence continues to support the selling of the inventory and splitting the proceeds.

Appreciation in Value of Maila's Hawaiian Property

Paulino alleges that the marital residence was sold in June 2022 and Maila purchased the Hawaiian property in August 2022. Paulino argues that while the house proceeds were divided, there was no order that the funds were each party's respective sole and separate property. Paulino alleges that at a minimum, he is entitled to half of the $20,000 increase of the value of the Hawaiian property.

Maila alleges that the Hawaiian property is her sole and separate property as she used her portion of the funds from the sale of the marital residence. She argues that Paulino is not entitled to any interest as the entirety of the Hawaiian property was purchased with her sale proceeds and no community income was used to make any payments on the land.

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The Court FINDS that Paulino has not set forth any new evidence or authority to award him one-half of the value of the Hawaiian property, nor even one-half of the value of the increase. The Court further FINDS that the Hawaiian property shall remain as Maila's sole and separate property.

Transfer of Arizona Land

Paulino alleges that Maila is refusing to sign a Quitclaim Deed for the Arizona land that was awarded to Paulino subject to Maila's one-third (1/3) interest. He argues that this transfer was stipulated between the parties, ordered by the Court in the Decree of Divorce and not affected by the subsequent motions for reconsideration. Paulino is requesting a date certain to effectuate the transfer.

Maila alleges that there is good cause for her failure to execute the Deed as she was in between hospital stays. She further argues that Paulino was to pay her the portion of her community property share upon signing the Deed, which he has not done. She further states that he is asking her to sign it over to his Mother, which would cause Maila to lose her ability to collect against the property if Paulino does not pay her the sums due and owing.

The Court FINDS Maila's argument persuasive as to her inability to have security should Paulino fail to pay her for her community property share of the property. The Court further FINDS that Maila shall sign the Quitclaim Deed upon receipt of her portion of the funds.

Noncompliance with Decree of Divorce

Paulino alleges that Maila is refusing to abide by the Decree in that she is not paying child support. He states that he does not have any additional funds to satisfy the property equalization payment until the inventory is liquidated, the PIC checks are provided or the Utah property is sold.

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Maila alleges that she is unable to pay because Paulino has not paid any of the funds awarded to her in the Decree. She argues that her inability to pay is not intentional and has requested alternate payment orders until she has access to funds. She requests a credit towards the funds Paulino owes her until such time that she has access to funds.

The Court FINDS Maila's argument persuasive as she is not intentionally failing to pay child support. The Court further FINDS that Paulino can be made whole with a credit to what is owed to Maila under the equalization payment. The Court further FINDS that Paulino will be entitled to a credit of child support due and owing to him as of the time the Utah property and inventory is sold and the remaining equalization payment is calculated.

Reduction of Property Equalization Payment to Judgment

Paulino alleges that all of the community property assets have been found to have certain values and if Maila executes on the Decree and liquidates assets assigned to Paulino, there would be an imbalance of funds to Maila. Paulino is requesting clarification that after the Utah property and inventory are sold, then the remaining balance, if any, owed to Maila would be reduced to judgment.

Maila argues that she should be entitled to have her equalization award reduced to judgment as a matter of law and receive interest on the judgment. Maila further argues that Paulino agreed to the reduction of the award to judgment. However, Maila also argues that her past due child support payments should be credited towards any equalization payment that is owed to her.

The Court FINDS that the Decree ordered Paulino to pay the equalization payment from the sale proceeds of the Utah property and inventory. The Court further FINDS that Maila is not paying her monthly child support payments and wants a credit towards the equalization payment until she has access to funds. The Court further FINDS that the intent of the amended order was

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to reduce to judgment any remaining amounts due and owing after the sale of the remaining inventory and Utah property.

Verizon Reimbursement

Paulino argues that he should receive an offset from the equalization payment for the monies he paid on behalf of Maila for her cell phone bill in the total amount of $2,119.68. He alleges that it would be a windfall to Maila and she has been unjustly enriched by his continued payment of the cell phone bill.

Maila argues that Paulino has not provided any substantially different evidence or material mistake of fact or law to warrant reconsideration of this issue. Maila alleges that the timeframe that Paulino is seeking reimbursement is during the marriage and his income was community property.

The Court FINDS that Paulino has not provided any substantially different evidence or material mistake of fact or law to grant reconsideration of this issue.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff's Motion is GRANTED in part and DENIED in part as more specifically set forth herein.

IT IS FURTHER ORDERED that this Court will issue an Amended Findings of Facts, Conclusions of Law and Decree of Divorce Nunc Pro Tunc, with the amended MBS attached, which shall conform to this Order.

IT IS FURTHER ORDERED that Maila's Countermotion is GRANTED in part.

IT IS FURTHER ORDERED that the MBS shall be modified to conform to this Order and Findings by splitting the funds from the three (3) auctions and placing one-half of the proceeds on each side of the party's respective balance sheet.

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IT IS FURTHER ORDERED that Paulino shall provide Maila the name of three (3) estate sale companies that can sell the remaining inventory within ten (10) days of entry of the Amended Decree and Maila shall choose one of the companies within ten (10) days. Both parties shall immediately contact, and remain in contact, with the seller and shall not hinder the sale.

IT IS FURTHER ORDERED that the Hawaiian property shall remain as Maila's sole and separate property.

IT IS FURTHER ORDERED that Maila shall sign a Quitclaim Deed for the Arizona property upon receipt of her portion of the proceeds.

IT IS FURTHER ORDERED that Paulino shall receive a credit from the equalization payment due and owing to Maila for any child support payments that are due and owing to him after the sale of the Utah property and remaining inventory.

IT IS FURTHER ORDERED that the equalization payment due and owing to Maila from Paulino shall be paid from his portion of the sale proceeds of the remaining inventory and the sale proceeds from the sale of the Utah property. After those proceeds are paid and Paulino gets a credit for the past due child support payments, then Paulino shall have 30 days from the sale of the inventory or property, whichever occurs later, to pay the balance of the equalization payment. If it is not paid within thirty (30) days, then the remaining balance shall be reduced to judgment at that time, bearing interest at the legal rate and collectible by any legal means.

IT IS FURTHER ORDERED that Paulino's request for reconsideration of the Verizon bills payment is denied. Paulino shall not be entitled to reimbursement for payment of the Verizon bills.

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IT IS FURTHER ORDERED that neither party shall be awarded attorney's fees.

IT IS SO ORDERED.

Dated this 28th day of July, 2025

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Regina M. McConnell
District Court Judge

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DISTRICT COURT
CLARK COUNTY, NEVADA

Paulino Gomez, Plaintiff vs. Maila Likua, Defendant.	CASE NO: D-22-643298-D DEPT. NO. Department O

AUTOMATED CERTIFICATE OF SERVICE

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

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DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

PAULINO GOMEZ, Plaintiff, vs. MAILA LIKUA, Defendant.	Case No.: D-22-643298-D Dept. No. O

AMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE OF DIVORCE NUNC PRO TUNC

This Amended Findings of Fact, Conclusions of Law and Decree of Divorce is being filed pursuant to the Order After February 19, 2025 Hearing, filed on April 8, 2025, and Order After Chambers Hearing on June 16, 2025, filed on July 28, 2025, to modify the Marital Balance Sheet and language as set forth in the respective Orders.

THIS MATTER came on for a Non-Jury Trial regarding divorce and financial issues only on March 7, 2024, March 20, 2024 March 25, 2024, April 5, 2024, April 8, 2024, May 2, 2024, May 3, 2024, June 14, 2024 and July 11, 2024. Plaintiff, PAULINO GOMEZ, was present and represented by Jordan Garcia, Esq. and Marilyn Caston, Esq. of Nevada Family Law Group, LLC and Defendant, MAILA LIKUA, was present and represented by Corrine Price, Esq. and Michael Carman, Esq., of Carman and Price.

The Court received and reviewed the evidence admitted into the record. The Court had the opportunity to evaluate the demeanor and credibility of the witnesses. The Court also reviewed and considered Plaintiff's Pretrial Memorandum, Defendant's Pretrial Memorandum, Plaintiff's Closing Argument Brief and Defendant's Closing Argument Brief.

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Upon review of the record and evaluation of the credibility of the testimony, this Court makes the following findings and orders as set forth herein.

FINDINGS OF FACT

The Paulino is now, and has been an actual bona fide resident of the State of Nevada and has domiciled in the State of Nevada for more than six weeks immediately prior to the commencement of this action.

Paulino filed his Complaint for Divorce on February 25, 2022, a JPI was issued on February 28, 2022 and Maila filed her Answer and Counterclaim on March 22, 2022.

The Paulino and Maila started dating in 2004 and began cohabitating soon thereafter.

The parties were married on March 11, 2016 in Las Vegas, Nevada and ever since that date, they have been, and now are, husband and wife.

The parties are incompatible and there is no chance for reconciliation.

The parties should be granted an absolute Decree of Divorce for the reasons set forth in the Complaint and Counterclaim

The parties have one minor child born the issue of their marriage, to wit: PAULINO KEKUHAUPI'O GOMEZ, JR., born December 18, 2018 ("PJ"). Custody orders for PJ were set forth in this Court's Findings of Fact, Conclusions of Law and Order after Non-Jury Trial Regarding Custody, filed September 27, 2023 and entered September 28, 2023. An Order modifying custody was set forth in an oral decision and the Decision after Evidentiary Hearing, filed December 9, 2024.

REAL PROPERTY

362 Emmarene

In 2006, the parties purchased real property, located at 362 Emmarene Street, Pahrump, Nevada, which eventually became the marital residence. At the time it was purchased, the

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parties were not married but they titled the property in their names as joint tenants. [See EX G].

The parties sold 362 Emmarene Street with a closing date of June 22, 2022. Fifty percent (50%) of the net proceeds was disbursed to each party in the amount of $111,698.09 each. [See EX BB].

Therefore, the Court finds this property was community property and the net proceeds from the sale were already equally split between the parties.

361 Emmarene

Paulino's parents purchased this property in 2002 and added him to title on June 6, 2011, prior to the parties' marriage for probate purposes. [See EX 8]. Paulino has resided here with his elderly mother since the sale of the marital residence in June 2022. He testified that he helps pay utilities and groceries in exchange for living there. [See Paulino Testimony, April 8, 2024].

Maila says she oversaw various improvements and/or repairs to this property during the marriage. [See Maila Testimony, April 5, 2024]. However, Maila failed to produce any photos, receipts, invoices, or bank statements corroborating her claims.

Maila also testified that she had no personal knowledge regarding the source of any monies used to fund these alleged repairs and she provided no paper documentation to corroborate her claims. [See Maila Testimony, June 14, 2024].

Maila's claims that she should be credited for community property used for alleged repairs or improvements to this property were not credible.

Therefore, the Court finds to the extent that Paulino has an ownership interest in this property, his ownership interest is his sole and separate property.

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351 Emmarene

Paulino's parents purchased this property on October 25, 2005 and added him to title 11 years prior to his 2016 marriage to Maila for probate purposes. [See EX 7].

This property is as a rental property that Paulino's mother uses for passive income. Paulino helps her administer the property since his father's death around 2011, which is prior to the parties' marriage. [See Paulino Testimony, April 8, 2024].

Maila testified that she and Paulino managed this property, competed repairs and renovation projects. She further testified that they paid approximately $50,000 for the improvements, but failed to provide any documentation to support her testimony.

Maila's claims that she should be credited for community property used for alleged repairs or improvements to this property were not credible.

The Court finds that there was no credible evidence that there was transmutation of this property to community property.

Therefore, the Court finds to the extent that Paulino has an ownership interest in this property, his ownership interest is his sole and separate property.

Arizona Land

The parties purchased vacant land located in Littlefield, Arizona, during the marriage, which is worth $57,000 as of October 31, 2023. [See EX 4; EX O]. Plaintiff's Mother is also on title of the property; therefore, each party owns a one-third interest in the land.

The parties agree that this property is valued at $57,000 and was purchased during the marriage.

Therefore, the Court finds this property is community property and Paulino and Maila's 2/3 total community property interest value is $38,000.

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Utah Land

The parties purchased vacant land located in Kolob, Utah, on or about January 29, 2021; therefore, the parties agree that it is community property.

Neither party can agree as the value of the land; however, Plaintiff testified that he had secured a buyer to purchase the property for $240,000.

Neither party can agree as to who should be awarded the property.

Therefore, the Court finds this property is community property and shall be sold with the parties splitting the net proceeds equally.

2 Acres of Land in Hawaii

Maila testified that she purchased 2 acres of Hawaiian farmland in 2022, which was during the marriage and this litigation, for $35,000 from her boyfriend Kahana Stone. [See Maila Testimony, April 5, 2024; EX 5]. Maila further testified that she and her boyfriend use the land to grow food.

This property was purchased during the marriage; however, there was no testimony as to the current value of the property. Further, Maila provided evidence that the funds used to purchase this land came from her portion of the sale proceeds from the sale of the marital residence.

Maila assert that she paid $35,000 for two acres and Paulino asserts that the value of the property, based upon the assessed tax value is $156,900 for 5.373 acres, thereby valuing the 2 acres at $58,403. [See EX 6].

The Court finds this property shall be awarded to Maila as her sole and separate property as it was purchased with her one-half share of the proceeds from the sale of the marital residence. The MBS shall be amended to remove the property from the community property column and place them in Maila's separate property column.

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Alleged New Property

There were allegations by Maila that Paulino has taken out a line of credit and has purchased a new property during the litigation. There was no additional evidence to support the allegation that there is an additional property.

Therefore, the Court finds that there is no additional real property.

CASH & BANK ACCOUNTS

Maila testified that the parties maintained a large amount of cash in a safe at Paulino's mother's home and testified that these funds were not accounted for in the parties' bank statements.

Attorney Garcia provided an offer of proof that he personally viewed the contents in the fall of 2022 and the safe only contained important papers for Paulino and the minor child and no cash. He stated that he immediately informed Attorney Price and Maila about the outcome of the inventory. [See June 14, 2024 Video at 12:59].

Maila did provide pictures of cash but the Court finds that there was not enough information to determine when the pictures were taken and how much money there was in the photos.

The Court finds that there was no substantial credible evidence as to the existence of a large sum of cash; therefore, the Court finds there is no cash to divide.

There was no substantial evidence as to the parties' personal bank accounts.

The Court finds that each party has minimal balances in their accounts and therefore each party should keep their own account.

PERSONAL PROPERTY

The parties did not provide this Court with any specific division of personal property. Therefore, the parties shall make an A/B list and divide the property according to the list.

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INSURANCE POLICY

There is a whole life insurance policy, which was purchased during the marriage and worth $2,389.37 cash value on February 4, 2023. [See EX 5I at Page 4525].

The parties have this life insurance policy with Talcott Life Insurance, with an approximate cash value of $2,389.37 is community property and shall be split equally between the parties.

Paulino owns the life insurance policy; therefore, the Marital Balance Sheet ("MBS") shall be amended to place the entire value of the policy on Paulino's community property side of the MBS.

AIRLINE MILES

Maila testified that she has her own airline rewards accounts, which she uses to accumulate airline points and/or miles but she failed to turn over any rewards account statements in open discovery prior to her testimony on June 14, 2024. [See Maila Testimony, June 14, 2024].

Following her testimony on June 14, 2024, Maila disclosed airline reward account statements for American, United, Southwest and Hawaiian airlines reflecting that she currently has 18,462 combined miles and 29,289 reward points available to her.

Paulino provided evidence that the parties had approximately 25,281 airline miles on his Hawaiian Airline credit card at the time of separation in February 2022. [See EX 63 at Page 438].

Paulino testified that the expenses on his Hawaiian Airline credit card are 70% business expenses and 30% personal expense. [See Paulino Testimony, June 14, 2024; EX 63 at Pages 0440 – 0443].

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Maila asserts that Paulino had exclusive access to airline reward miles and used them to provide for his transportation to and from Hawaii for child exchanges, which this Court finds was a necessity due to Maila moving to Hawaii during the litigation proceedings.

The Court finds that the airline miles that both parties currently have are community property, even those that were a result of the Hawaiian Airline credit card. However, the Court finds that both parties were required to engage in significant travel for child exchanges. Therefore, the Court finds that the airline miles that exist as of December 15, 2024 are community property and shall be split accordingly.

VEHICLES

Plaintiff purchased a 2006 Lamborghini Murcielago on June 9, 2017 for $110,725.00. [See EX 15]. The parties agree this was purchased during the marriage and it is community property.

Paulino proceeded to sell the Lamborghini during the divorce proceedings, unbeknownst to Maila, on May 1, 2023 to Complete Auto Repair Specialists, LLC for $93,000. The purchasing party was a business acquaintance of Paulino and the check was made out and paid directly to Paulino. [See EX 14].

Maila did not provide any appraisal from We Buy Exotics, even though she was given permission by the Court in the May 3, 2023 Hearing.

This Court ordered on June 30, 2023 that Paulino use half of the Lamborghini sales proceeds ($46,500) towards his attorney's fees and that the other half ($46,500) be held in Nevada Family Law Group's Trust account until trial or further Order of the Court.

This Court then ordered at the September 19, 2023 Hearing that $28,109.27 be paid to Maila's business valuation expert, Anthem Forensics, and $18,391.00 be retained by Paulino to pay any applicable rebuttal expert.

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Therefore, the Court finds this property was community property and the funds have been used for purposes of this litigation as set forth above with Paulino being awarded a total of $64,891 and Maila receiving a total of $28,109.

Paulino created an Updated Vehicle Characterization Chart ("VCC"), which has 13 Sections of vehicles separated by characterization. The parties used this Chart as a reference to characterize the vehicles and refer to them in their testimony and closing briefs. See Updated "VCC", attached hereto and incorporated herein as Exhibit 1.

The Court finds that the parties do not dispute the characterization or the values of the vehicles in Section 1, Section 2, Section 3 and Section 6.

The parties agree that Section 1 shall be awarded to Paulino as part of the business as they were included in the business valuation. The parties agree that Section 2 shall be confirmed to Maila as her sole and separate property from prior to marriage. The parties agree that Section 3 shall be confirmed to Paulino as his sole and separate property from prior to marriage.

The parties dispute the characterization of Sections 4 and 5. Paulino asserts that the vehicles in Section 4 were owned by the business prior to marriage and are valued at $21,600 and they should be awarded to him as his sole and separate property. Maila asserts that the vehicles are jointly owned by the business and shall be equally divided. The Court finds that these vehicles were owned prior to the marriage and therefore, they consist of separate property and community property. Neither party provided substantial evidence as to division of the vehicles; therefore, the Court is going to apportion one-half of the value as separate property with one-half of the value as community property. Therefore, the Court finds Section 4 consists of $10,800 of separate property and $10,800 of community property to be divided equally.

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Paulino asserts the vehicles in Section 5 are owned by the businesses but he was unclear as to when they were purchased. The Court finds that Paulino has not met his burden to establish that the vehicles are separate property. Therefore, the Court finds Section 5 is community property and the total value of $3,130 shall be divided equally.

The Court finds that Paulino is in possession of the vehicles from VCC Sections 4 and 5; therefore, the MBS shall be amended to place the entire value of the vehicles from VCC Sections 4 and 5 on Paulino's community property side of the MBS.

The parties agree that Section 6 consists of vehicles that are community property and were either owned jointly or accrued during the marriage. The parties agree that the community property value of these vehicles is $166,671.00. Paulino is in possession of a majority of the vehicles; however, Maila is in possession of three of the vehicles, totaling $22,000.

The parties dispute the characterization of Section 7. Paulino asserts that these are vehicles that were purchased during marriage for essential business use. There was no substantial evidence to support that these were included in the business valuation or that they should be confirmed as Paulino's separate property. Therefore, the Court finds that vehicles in Section 7 are community property and the value of $47,241 shall be split equally.

The parties dispute the characterization of Section 8. Paulino asserts that this includes equipment for the business but it was unclear as to when they were acquired or how they were held. There was no substantial evidence to support that these were not community property. Therefore, the Court finds that vehicles in Section 8 are community property and the value of $7,100 shall be split equally.

Section 9 includes vehicles that were sold in the ordinary course of businesses before the case was open. The Court finds that the testimony and evidence was credible to support a

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finding that these vehicles were sold prior to the divorce case proceedings and therefore, both parties received the benefit of the sell and the funds were already part of the business.

Section 10 includes vehicles bought and sold by the business while the case was open. The Court finds that the sale proceeds were a part of the business and used for the normal course of business. Therefore, the Court finds that the evidence supports a finding that the funds have already been distributed to the business use and therefore, there is no division of this property.

Section 11 includes the Lamborghini, which was addressed above and the Maila's 2020 BMW M5, which was sold by Maila's uncle. The Court finds that Paulino received the funds from the sale and therefore, the funds in the total amount of $9,000 were community property to be split equally.

Section 12 is a list of vehicles that Maila believes exist; however, there was no evidence to support this allegation by either party. There was not enough credible testimony at the time of trial to substantiate an argument for this Court to divide these alleged vehicles. Both parties admitted that the business held salvage vehicles and sold them throughout the marriage. Therefore, the Court finds that there is not any credible evidence that these vehicles exist.

Section 13 includes vehicles that Maila purchased during the litigation. Maila provided testimony as to what she believed to be the values and Paulino testified as to what he believed to be the value of the vehicles. The Court finds that the Maila's testimony as to the values of the vehicle was credible. The Court further finds that Maila purchased these items with her separate property portion of the proceeds from the sale of the marital residence. Therefore, the Court finds that these vehicles are shall be confirmed to Maila as her sole and separate property. The MBS shall be amended to remove the vehicles from the community property column and place them in Maila's separate property column

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The Court finds that the vehicles that are in each party's respective possession shall be awarded to that party with an offset as set forth in the final equalization payment.

BUSINESSES

Mesquite Auto Service, Mesquite Towing Company; DYNO

Ownership

Mesquite Auto Service, LLC ("MAS") was started on June 11, 2007, in Paulino's name only. This was started nine (9) years prior to the parties' marriage but while the parties were cohabitating. [See EX 55; Paulino Testimony, April 8, 2024, video 6 of 9 at 4:44].

Mesquite Towing Company ("MTC") was created on January 24, 2008, in Paulino's name only. This was started eight (8) years prior to the parties' marriage but while the parties were cohabitating. [See EX 56; Paulino Testimony, April 8, 2024, video 6 of 9 at 17:40].

Las Vegas Mobile Dyno ("Dyno") has never been a formal entity; rather it is a dba of Paulino and is essentially run through MAS and was valued as part of MAS.

Both Parties testified that they had never seen Federal Tax Returns filed with the Internal Revenue Service for MAS or MTC that showed anything other than Paulino Gomez as the 100% shareholder and owner on all K1 schedules. [See Maila Testimony, June 14, 2024 and Paulino Testimony, June 14 2024, video 3 of 7 at 5:32].

Records at trial shows that the Parties applied for a business account with America First Credit Union for MAS / dba las Vegas Mobile Dyno specifying that Paulino Gomez was the sole owner of the businesses and listing Maila Likua as a "secretary" only. [See EX P]. Both parties had unrestricted access to the business accounts and the personal accounts, and both parties were listed as responsible individual information on a 2017 bank application. [See EX P].

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Ownership documentation was never changed with the Secretary of State at any time to reflect Maila Likua as a managing member, shareholder or owner. [See Paulino Testimony, April 8, 2024].

By 2017, the businesses had grown to an extent that they had rented commercial space in five (5) separate suites and were even considering purchasing the lot across from the suites.

Maila changed MAS and MTC's Common Business Registration data on April 13, 2022, through the Secretary of State's online portal without Paulino's permission during the pending divorce litigation. [See EX 57; Maila Testimony, April 5, 2024, video 6 of 7 at 8:30; Paulino Testimony, April 8, 2024, video 6 of 9 at 15:41].

Paulino called Eddie Dutchover as a witness; however, he has not had significant interactions with either the parties or the businesses for years, and his testimony did not support either party's argument as to ownership of the business.

Paulino called Jose Aguilar as a witness but his testimony was not credible. He did not recognize his own text messages and once Maila authenticated them, he testified that he believed the messages providing him with instructions, locations and dispatches to tow jobs to be from Paulino. He further claimed to not be able to remember anything that could possibly be adverse to Paulino or his own credibility. Mr. Aguilar further testified that he was paid by Paulino and his paychecks were signed by Paulino; however, Maila's signature was on the checks. [See EX ZZ].

With regard to Jared Campbell, whom Paulino called as a witness, he has not had significant involvement with the parties or the businesses for years and his testimony did not support either party's argument as to ownership of the business.

David Biasi, the commercial landlord, provided testimony that lacked credibility. Mr. Biasi came to Court with figures and spreadsheets he made the night prior to his testimony,

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claiming "they" owed a significantly higher amount of outstanding rent based upon a "handshake" deal he had formed with Paulino, which involved Paulino verbally promising to pay him a significant amount after he had testified and the litigation had been concluded. The Court did not find his testimony credible as to any outstanding debt owed to him by the businesses.

Mr. Biasi further acknowledged trading auto repair services for rent, purchasing and/or receiving vehicles at auctions, and other side transactions, which were not included in any analysis presented.

The evidence supports the fact that Maila was involved in assisting in the business and increase in value of the business was a result of the marital community. Both parties benefitted because the income received from these business endeavors provided for the parties' regular lifestyle and expenses wherein they would withdraw funds as needed for personal use, and the business profits funded large purchases that were made during the marriage. Further, the evidence does indicate that both parties had access to the bank accounts.

Paulino's testimony was credible as to ownership of MAS & MTC and that he was the sole owner of the businesses prior to the marriage. Maila's testimony as to ownership of MAS & MTC was not credible to support a finding that that the businesses were owned jointly since their inception. However, as to her involvement in the business, her testimony was credible in that the growth of the business during the marriage was attributable to the work of the community.

Valuation

Charles Grigsby was initially jointly retained by the parties to complete a valuation of these entities pursuant to stipulation. However, Maila asserted concerns that he was not timely communicating with her or her counsel, was not obtaining appropriate source documentation,

and was not verifying data being provided to him by Paulino. She sought and obtained permission of the Court to retain her own independent expert, Anthem Forensics, for both valuation and forensic analysis of the financial issues in this matter.

The Court finds Mr. Grigsby's reports as to the current valuation not reliable. First, his analysis relied upon spreadsheets that did not include a critical analysis of the business income and expenses. He did not look at bank statements or other source documentation to confirm the data provided to him, and he did not acquire the source documentation utilized to prepare the parties' tax returns. He also did not contradict the figures contained in the parties' business tax returns even after being presented with evidence that the numbers contained therein were inaccurate. Finally, he acknowledged lacking the necessary business records needed to accurately conduct a valuation, as they were not provided to him; he failed to include any value for inventory and assets held by the companies; and he included a significant amount of outstanding rent allegedly due to the landlord without any verification of this debt.

The Court finds that the report prepared by Jenny Allen with Anthem Forensics along with her testimony was more credible as to valuation. Ms. Allen conducted an independent tracing analysis of the business bank accounts, normalized income and expenses, utilized actual source documentation and participated in Paulino's deposition to look into missing source information and to confirm details of the business operation and assets.

Ms. Allen's report set out the three basic approaches to determining business value – income, market and asset. After a review of the three approaches, Ms. Allen opined that the income approach under the discounted cash flow method was the most meaningful indication of value. Ms. Allen valued the businesses together (MAS, MTC & Dyno) at $266,000, which included the value of the business bank accounts, essential operating assets, and business debts. [See EX 62; EX QQQ]. She also incorporated a reasonable officer compensation of

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approximately $60,000 per year to Paulino. It did not include the value of non-essential business assets and the cash income received by the businesses, as there was not enough information provided to make these determinations. She did state that some of the cash withdrawals that she referenced in the report could be from the resale business.

Mr. Grigsby conducted the only valuation presented at trial for the business at the time of marriage and established the value at $188,400, which the Court will accept as credible as it was the only evidence presented and received by this Court.

The Court adopts Anthem's valuation of Mesquite Auto Service, LLC, Las Vegas Mobile Dyno, and Mesquite Towing Service, LLC at the value of $266,000.

The Court finds there is a community and a separate property interest in the businesses and finds that the increase in the value of the business was attributed to the community.

The Court finds and adopts Mr. Grigsby's value of the businesses at the time of marriage as that was the only evidence provided to this Court. Neither party provided evidence as to a valuation of the businesses using the Pereira and Van Camp analysis or calculation. Therefore, the Court finds that the community value of the businesses is $77,600.

The Court finds that Paulino shall be awarded the entities at a community value of $77,600. This award includes the entities themselves, the AFCU business accounts ending *4203, *4294 and *7260, the vehicles in Section 1 of the VCC, the SBA loans, and the credit accounts held with Techron ending *5472 and *4577, Walmart *8936 and Lowes *7559 and *7675.

Resell Business ("Mom's Outlet") / Outstanding Inventory

Following a successful home garage sale, Maila began exploring resale opportunities and found it to be lucrative. A formal business entity was not created until September 2022; however, Maila purchased various items at highly discounted prices and resold them for a

profit through various Facebook, EBay, Amazon and other online accounts, as well as through live sales events at swap meets and at the parties' business locations.

The parties testified that the items were purchased from the parties' personal accounts, cash held in the parties' safe, the business bank accounts and business credit accounts. The profits realized were used to pay back the credit and bank accounts each month, with the remaining cash profits held in the parties' personal safe or used for personal expenses.

This resale activity grew exponentially over the years, with the accumulated inventory eventually filling an entire business suite on Hafen Lane (Suite J), space in the other business suites, multiple shipping and storage containers, box trucks and offsite storage units. [See EX 6A].

A former MAS / MTC employee testified that he would pick up items from stores like Walmart for Paulino and Maila and bring them to the Hafen Lane shop while working separately as a truck driver. [See Jared Campbell Testimony, March 7, 2024, video 3 of 5 at 18:05].

Maila testified that she previously earned between $40,000 and $60,000 a month operating this inventory resell business during the marriage. [See Maila's Testimony, May 3, 2024, video 3 of 8 at 22:51].

Evidence was presented of significant Walmart purchases and credit card payments since Maila has been residing in Hawaii indicating that Maila is still running a resell business in some capacity at an unknown profit, which she did not disclose on any FDF's. [See Kahana Stone's Testimony, April 5, 2024, video 3 of 7 at 40:19].

Maila admitted that she was selling inventory items online on Facebook Marketplace through various profiles around the time the parties separated in February 2022. [See Maila Testimony, April 5, 2024, video 5 of 7 at 42:48; EX 50]. Maila also provided a spreadsheet

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and testified that she sold at least $10,751 worth of inventory between May and November 2022. [See Maila Testimony, April 5, 2024; EX 53].

Alex Alvarado, a family friend whom this Court found credible, testified that he has known both parties and he provided some help to Maila on two separate occasions in 2022. First, he met her at a storage unit near North Las Vegas that was half-full with random items and she asked him to move a grill to a buyer in town. On a second occasion, he met her at a Swap Meet where she asked him to help her and Mr. Stone sell inventory items. He recalls one waterslide being sold for cash but he was not sure what exactly sold and the amount and he did not see her keeping records. [See Alex Alvarado Testimony, March 7, 2024, video 2 of 5 at 39:08].

Paulino contracted with PCI Auctions to liquidate the inventory following the February 23, 2023 hearing without notice to Maila, and she only discovered it as she saw the online auction.

Anthony Fontana, with PCI Auctions, testified that employees came in the spring of 2023 and took pictures of all items before they started the process of auctioning the items. [See Anthony Fontana Testimony, April 8, 2024, video 4 of 9 at 11:05; EX 30, Pages 5540 –5678].

Mr. Fontana testified that he does not typically conduct auctions of these types of items. His experience was more with commercial and restaurant liquidation sales.

Mr. Fontana testified that there were empty boxes where items had been removed and you could tell someone had removed them carefully with a razor so it looked like it was still there. [See Anthony Fontana Testimony, April 8, 2024, video 4 of 9 at 16:55; EX 30, Pages 5713 -5716]. The Court did not receive any credible evidence as to what happened to the products.

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The Court finds that the testimony of Mr. Fontana, was credible regarding the significant loss in value of the inventory based upon the length of time it had sat in storage, including the availability of newer model items with warranties and changes in market trends. [See Anthony Fontana Testimony, April 8, 2024, video 4 of 9 at 18:23 and 19:21]. He further testified that individually selling items, in lieu of holding liquidation auctions, would have resulted in higher sales proceeds.

PCI Auction conducted three auctions using ordinary liquidation practices to receive top dollar for products and charged a 25% commission rate off the top. [See Anthony Fontana Testimony, April 8, 2024, video 4 of 9 at 7:29 and 8:19].

The first auction was held in summer 2023 with net proceeds of $15,235, which was already split and the parties each received $7,617.50.

The second auction was held in summer 2023 with net proceeds of $22,308.47. PCI Auction is still in possession of the proceeds.

The third auction was held in spring 2024 with net proceeds of $9,206.68. PCI Auction is still in possession of the proceeds.

The Court finds that the Resell business, which became a formal LLC after the proceedings commenced and now known as Mai Outlet Mesquite Store ("MOM") has no significant value outside of the inventory it currently holds; however, it is community property. Further, the outstanding proceeds from the second and third auction and the remaining inventory is community property to be split equally between the parties and then the business itself can be closed or Maila can be awarded the business name.

Maila's Farm to Market Store

Maila testified that she created a Farm to Market corner store with Kahana Stone during this litigation. The Court finds that this is community property; however, there was no

substantial evidence as to the value of this business. Maila asserts that the value of the business is $37,720 but that includes the 2-acre land, sales and equipment. The equipment and land have already been addressed herein under real property and vehicles.

Paulino asserts that Maila's charts and spreadsheets attached to her FDF's demonstrate approximately $420 to $2,018 in monthly profit with an average of $1,219 profit per month for this business. However, her FDF indicates expenses of approximately $1,100 per month.

The Court finds that there was no substantial evidence as to the value of the business itself. Based upon the lack of evidence as to a specific value and the evidence that this business is fairly new, the Court finds that the value assessed to the business is based upon the property and equipment. Therefore, there is no additional value to provide for the business.

CREDIT CARD DEBTS

The Parties have each been using their own credit cards in their own names since the time of separation in February 2022, as confirmed by both parties testimony at trial.

Paulino testified that the expenses on his Hawaiian Airline credit card are 70% business expenses and 30% personal expenses. [See Paulino Testimony, June 14, 2024; EX 63, Pages 0440 – 0443].

Maila has used her own PayPal and Apple credit cards for her own travel and living expenses since the Parties separated in February 2022, for which Paulino has had no knowledge or participation. [See Paulino Testimony, June 14, 2024; EX 108].

The Court finds that each party shall be assessed 100% of responsibility for their own respective credit cards.

LONG TERM DEBT

The Court finds that the parties do not have long-term home mortgages or car notes together under either party's name incurred during the marriage. However, the Court finds

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that the only long-term debts accrued at the time of trial are the alleged unpaid corporate rents owed to the businesses' commercial Landlord Dave Biasi and the Small Business Association loans, which Paulino personally guaranteed to the federal government.

The Court finds that the SBA loans were addressed with the business valuation and shall be found to be part of the businesses and included with the award of the businesses to Paulino.

TRAVEL COSTS

Maila's Apple credit card statements do not show who used the flights she purchased during this litigation and Maila admitted that she has purchased airfare for people other than herself and PJ such as her boyfriend Kahana Stone, which was corroborated by her statements. [See EX 108]. Maila provided a chart of her charges; however, she testified that she was not reimbursed for travel costs. This testimony was not credible as she was reimbursed for a flight in May 2022 on her PayPal Credit Card but included this charge on her chart.

The Court finds that both parties were responsible for their respective travel expenses that were incurred during the litigation for the child exchanges. As for Maila's request for reimbursement for payment of $27,108 for travel expenses during the litigation prior to the order that the parties were to split the expenses, the Court finds that there is some credibility to her request. However, she failed to establish what was paid by her and if there were additional charges reimbursed.

The Court finds that pursuant to the May 19, 2022 and June 2, 2022 orders of the Court, the transportation expenses were a community obligation, which should have been equally divided between the parties as a community debt if charged to the joint credit card. However, the Court finds that Maila was not completely credible as to the expenses; therefore, she shall

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be entitled to reimbursement of 1/3 of the past transportation expenses. Maila is therefore awarded $9,036 (one-third of $27,108) as and for reimbursement.

CHILD SUPPORT

Since the ending of the financial trial, child custody has been modified to award Paulino primary physical custody effective January 2025.

Maila purchased farmland and equipment to open her own business selling farm-to-table meals and crops to the community, as well as continuing her resell business. She also held employment at a local resort doing office and clerical work, and worked with various individuals and entities providing remote accounting services. She testified that she can also continue picking up remote accounting work at an average of $500 per client per month. Maila testified that she believes she can net $2,500 per month with devoting time to her business. The Court finds it appropriate to impute income to Maila at a minimum of $3,500, which includes $2,500 from her business and $1,000 from remote accounting work for two clients.

Based upon Maila's imputed gross monthly income of $3,500 and the formula provided by NAC 425, her base child support obligation is set at $560 per month. The receiving parent shall be responsible for purchasing the plane ticket for their custodial timeshare. The Court will award Maila a downward deviation pursuant to NAC 425.150(1)(e) and (f) in the amount of $100 per month. This is due to Maila's responsibility for travel expenses for her custodial time and due to the relative income of the parties. As such, Maila's child support obligation shall be $460 per month effective January 1, 2025.

ALIMONY

Maila is seeking a claim for alimony. Maila has been cohabitating with her significant other in Hawaii. Maila testified that she has made $500 per month per client doing administrative assistant and bookkeeping work remotely during the pendency of this case, and

she provided letters corroborating this employment, but she never reported this income on any of her FDF's filed to date. [See EX 69 – 72; EX 96-99; Maila Testimony]. The Court FINDS that Maila did have income producing land and equipment, which she purchased with a portion of the house proceeds. Both she and Mr. Stone testified that they use the land to grow food that is used at their Farm to Market business

The evidence showed Maila was purchasing significant items from Walmart while residing in Hawaii, which supports a finding that Maila is still running a resell business, which she did not disclose. This was further supported by Mr. Stone's testimony. This is a skill that Maila will continue to have post-divorce and there is no reason to believe that she cannot continue to make an earning from reselling items.

The evidence showed that Maila has made numerous Walmart purchases and paid her Apple credit card almost $70,000 over 19 months' time. [See Kahana Stone Testimony, April 5, 2024; EX 108]. The Court finds that Maila has the ability to earn income from a resell business as the evidence supports that she was able to substantially grow the resell business and she was still engaging in a resell business based upon her purchases from Walmart and Mr. Stone's testimony.

The evidence showed that Maila has purchased Dump and Utility Trailers, which are typically used in a business. [See EX RRR, Page 4083].

Prior to the parties' relationship, Maila had administrative skills, which she was able to use when Paulino started his companies prior to the marriage. During the marriage, Maila also learned several skills, such as how to run several businesses, which she learned from helping Paulino out in the businesses and watching him run the businesses. These are skills she will continue to maintain post-divorce.

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This Court considered the statutory factors under NRS 125.150(9) regarding Maila's request for alimony, and Nevada case law interpreting the statutory factors, in addition to other factors and case law as referenced herein. See Kogod v. Kogod, 439 P.3d 397 (NV. 2019).

In examining the evidence under the statutory factors of NRS 125.150(9), the following are true:

(a) The financial condition of each spouse;

According to Maila's Financial Disclosure Form filed February 8, 2024, Maila was employed as an Office Manager and she owned the Farm to Market (aka Molokai Corner Store). She indicated she made $546 gross monthly income as an office manager and gross revenue of $1,444 from the business. She showed expenses of approximately $5,137 per month, with a majority consisting of credit card payments, food, and fuel. She also indicated that she lives with Kahana Stone but did not include an amount of his contribution. Instead, she stated that his contribution varied on need.

Maila testified that she has made $500 per month per client doing administrative assistant and bookkeeping work remotely. The Court finds that Maila could make additional income from her work as a bookkeeper. Therefore, based upon her Farm to Market business in Hawaii, her ability to continue a resell business and her bookkeeping services she could provide, she should be imputed an income in the minimum amount of $3,500. This represents four (4) clients per month as a bookkeeper. Finally, there was evidence that Maila is, and has been, residing with Mr. Stone throughout the litigation and therefore, the Court notes that he provides income to the household.

Paulino's Financial Disclosure Form filed May 24, 2024 shows an income of $2,658 and reasonable expenses totaling $2,338 per month. The Court finds that these expenses could

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be low but is accepting this amount. As for his income, the Court finds that, based upon Ms. Allen's testimony his income could be imputed at $5,000 per month paid from the businesses.

While the evidence supports the fact that Paulino has ownership interest in his mother's two properties, it did not support a finding that Paulino is benefitting from the properties. The Court found him credible as to his testimony that the rental proceeds are used for the property and to provide for his mother. As for the second property, Paulino lives there with his Mom and helps by paying for groceries and utilities. There was no substantial evidence to support a finding that he is benefiting from the properties he owns with his Mother.

While Paulino appears to be financially better off, his income and expenses are not accounting for any deductions for taxes. Therefore, the Court finds that Paulino is not in a position to pay alimony and Maila has not provided substantial evidence to this Court as to accurate accounting of her financial situation. Therefore, Maila did not provide substantial evidence that she was in need of alimony.

(b) The nature and value of the respective property of each spouse.

Maila received $10,751 worth of the community property inventory sold in mid-2022, $10,000 from the community as ordered in May 2022 and $120,000 that was ordered in May 2023 (Original order was $100,000 but she received $120,000). She is also receiving her value of community property assets as stated in the MBS.

(c) The contribution of each spouse to any property held by the spouses pursuant to NRS 123.030.

Both parties contributed to the property held by the parties as joint tenants and community property.

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(d) The duration of the marriage.

The parties were married March 11, 2016; therefore, the parties have been married for 8 years.

(e) The income, earning capacity, age and health of each spouse

Paulino is 41 years of age and Maila is 44 years of age. There was no substantial evidence provided as to the parties' health and they both appear to be in good health.

Paulino has owned his own business since approximately 2006 and continued to run the businesses since prior to the parties' marriage. Maila had administrative skills prior to marriage for which she used throughout the marriage and continues to use. The evidence suggests that she is also successful at reselling items, she owns a Farm to Market business and she has her accounting/bookkeeping skills, which provides her with the ability to make a significant amount of income.

(f) The standard of living during the marriage.

The testimony and evidence received at trial as to the parties' standard of living or their lifestyle during the marriage indicated that they enjoyed a lifestyle that allowed them some luxuries. However, Maila testified that they never had problems purchasing items but she would research and make smart decisions because she is frugal and looks for a good return on investment.

(g) The career before the marriage of the spouse who would receive the alimony;

Maila testified that she was working for a builder doing administrative tasks in 2004 when she met Paulino. She then left the developer and started commuting to Las Vegas to work for Yesco Sign Co in their accounting department. She then took a second job at a steakhouse. Thereafter, when Paulino started the businesses, she eventually began assisting in the businesses. She then started a resell business and has started a corner store business in Hawaii.

(h) The existence of specialized education or training or the level of marketable skills attained by each spouse during the marriage.

Both parties testified to receiving specialized training in the towing and automobile industry prior to and during the marriage.

(i) The contribution of either spouse as homemaker.

While Maila testified that she did scale back and focus on PJ when he was born, she also testified that she started the resale business after being successful at a garage sale. Therefore, the Court finds that neither party contributed solely as a homemaker. Both parties were able to continue working in the businesses, including the resale business.

(j) The award of property granted by the court in the divorce, other than child support and alimony, to the spouse who would receive the alimony.

While Maila is not receiving one-half of all of the assets due to the separate property component to the business, she is receiving a significant amount of the community assets as set forth in the MBS in addition to reimbursement of past travel expenses in the amount of $9,036.

(k) The physical and mental condition of each party as it relates to the financial condition, health and ability to work of that spouse.

Not applicable as there was no substantial evidence as to either party's physical or mental condition affecting their ability to work.

(l) Other factors.

Maila has been cohabitating with her significant other since moving to Hawaii and the evidence established that they are working together on their farm and on the Corner Store on the island.

Given the factors and findings under NRS 125.150(9), the Court does not find it just and equitable to award Maila alimony.

The Court further finds that given the amount of funds that Maila received during the pendency of this case, her request for child support and alimony arrears is denied. Further, Paulino's request for reimbursement of the funds paid for Maila and PJ's support during the pendency of this case is denied.

ATTORNEY'S FEES

Paulino was ordered to pay Maila $5,000 towards her attorney's fees at the May 19, 2022 hearing and during the February 23, 2023 Hearing, he was ordered to pay Maila $50,000 towards her attorney's fees and an additional $20,000 was paid after the May 2023 hearing.

Paulino is requesting fees under EDCR 5.219 alleging that the other party maintained frivolous positions, over litigated the case, and caused large delays.

The Court does not find that Paulino is entitled to fees under EDCR 5.219 as both parties failed to provide discovery and were untimely in several items as discussed throughout the litigation.

Maila is also seeking fees pursuant to Sargeant v Sargeant. The Court further finds that the purpose of Sargeant is to get the parties to trial on equal footing. In the case at hand, Maila was awarded at minimum $75,000 towards her fees and Paulino has paid his attorney approximately $78,683 as of the financial trial.

The Court did indicate that it would accept Rule 54 briefs to address attorney's fees post-judgment. Therefore, the parties shall file briefs if they wish the Court to address any additional requests for fees.

CONCLUSIONS OF LAW

NOW THEREFORE, THE COURT HEREBY CONCLUDES this Court has complete jurisdiction in the premises, both as to the subject matter, as well as the parties, pursuant to Chapter 125 of the Nevada Revised Statutes.

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NRS 125.150(1)(b) provides that, in granting a divorce, the court shall, to the extent practicable, make an equal disposition of the community property of the parties, except that the court may make an unequal disposition of the community property in such proportions as it deems just if the court finds a compelling reason to do so and sets forth in writing the reasons for making the unequal disposition.

There is a rebuttable presumption that all property acquired by either spouse after marriage is community property. Kelly v. Kelly, 86. Nev. 301, 209, 468 P.2d 359, 364 (1970).

NRS 123.220 provides the definition of community property as follows:

> All property, other than that states in NRS 123.130, acquired after marriage by either spouse or both spouses, is community property unless otherwise provided by:
> 1. An agreement in writing between the spouses.
> 2. A decree of separate maintenance issued by a court of competent jurisdiction.
> 3. NRS 123.190.
> 4. A decree issued or agreement in writing entered pursuant to NRS 123.259.

The Court finds that the parties did not provide any evidence or testimony that any property acquired after marriage was not community property as specifically stated above.

The Court must make an equal disposition of community property in a divorce unless there is a "compelling reason" to make an unequal disposition. NRS 125.150(1)(b). In addition to considering the testimony of witnesses and the evidence, the Court must consider NRS 123.220, NRS 123.225 and NRS 123.230 regarding the characterization of community property.

In Putterman v. Putterman, 113 Nev. 606, 939 P.2d 1047, 1049 (1997) the Nevada Supreme Court recognized that an unequal distribution of community property is appropriate when a party has engaged in financial misconduct in the form of one party's wasting or secreting assets during the divorce process. Further, in Lofgren v. Lofgren, 112 Nev. 1282, 1283, 926 P.2d 296, 297 (1996), dissipation, or waste, can provide a compelling reason for the

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unequal disposition of community property: "[I]f community property is lost, expended or destroyed through the intentional misconduct of one spouse, the court may consider such misconduct as a compelling reason for making an unequal disposition of community property and may appropriately augment the other spouse's share of the remaining community property."

The Court finds that neither party established a compelling reason to make an unequal disposition of the community property. The Court finds that both parties raised issues of the other party causing delays and not abiding by discovery requests. Further, Maila testified that Paulino failed to cooperate in the liquidation of the inventory. However, Paulino provided evidence that Maila removed items from Hafen Lane.

In addition to considering the testimony of witnesses and the evidence, the Court must consider NRS 123.220, NRS 123.225 and NRS 123.230 regarding the characterization of community property.

NRS 123.130 states the following:

> All property of a spouse owned by him or her before marriage, and that was acquired by him or her afterwards by gift, bequest, devise, descent or by an award for personal injury damages, with the rents, issues and profits thereof, is his or her separate property.

However, it is well settled that there must be an apportionment of any increment in value between the separate estate of the owner and the community, unless the increment is due solely to a natural enhancement of the property or minimal effort by the owner. Pereira v. Pereira, 156 Cal. 1, 103 P.488 (1909); Johnson v. Johnson, 89 Nev. 244 (1973). In order to apply the apportionment doctrine, a party must overcome the statutory presumption that "rents, issues, and profits" of separate property retain the same character. It is the burden of the party to prove that the other spouse's labor, skill and industry actually contributed to the increase in value of the separate property. *See* Smith v. Smith, 94 Nev. 249 (1978). Where the husband

turned over active management of business that he owned to another person and that as owner, he worked fewer than eight hours per week and did not participate in the day-to-day operations of the business, the rents; issues and profits were separate property. *See* Smith at 251.

Nevada requires clear and convincing evidence of an intent by a spouse to transmute separate property into community property, which Maila failed to prove here. Maila also failed to adequately prove a Marital Waste claim nor did she present any evidence to overcome a defense of Waiver. *Draskovich v. Draskovich*, 545 P.3d 96 (Nev. 2024). As stated above in the findings, Paulino owned the businesses before marriage and Maila did not meet her burden that he intended to transmute the businesses to community property. However, Maila did establish her labor and skill contributed to the increase in the value of the separate property.

ORDER

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that an absolute Decree of Divorce is hereby GRANTED and the bonds of matrimony are hereby dissolved and the parties are returned to the status of single, unmarried individuals.

IT IS FURTHER ORDERED that the net proceeds from the sale of 362 Emmarene Street shall be confirmed as community property and each party's one-half of the net proceeds as previously divided will be placed on each party's side of the Amended MBS. See Amended MBS, a copy of which is attached hereto and incorporated herein as Exhibit 2.

IT IS FURTHER ORDERED that the initial proceeds from the first auction have been equally split and placed on each party's side of the MBS. The proceeds from the second and third auction of the inventory shall be split equally between the parties.

IT IS FURTHER ORDERED that the remaining inventory shall be sold by an independent third party estate sale company agreed upon by the parties and the net proceeds

shall be split equally between the parties. Paulino shall provide Maila the name of three (3) estate sale companies that can sell the remaining inventory within ten (10) days of entry of this Amended Decree and Maila shall choose one of the companies within ten (10) days. Both parties shall immediately contact, and remain in contact, with the seller and shall not hinder the sale.

IT IS FURTHER ORDERED that Paulino shall be awarded MTC, MAS and Dyno as his sole and separate property, subject to Maila's community property interest as set forth above. He shall be awarded any assets associated with the businesses along with any and all liabilities, including the credit cards and the SBA loans.

IT IS FURTHER ORDERED that Maila shall be awarded as her sole and separate property the Kaula Farm to Market (Corner Store) business that she started in Hawaii including any and all liabilities and assets associated with the business.

IT IS FURTHER ORDERED that once the entire remaining inventory is sold and the proceeds split, the MOM's Outlet Store shall be closed or Maila shall be awarded the business name.

IT IS FURTHER ORDERED that the Talcott Life Insurance Policy shall be cashed out and the funds split equally between the parties. Alternatively, if the policy cannot be cashed out, it shall be awarded to Paulino subject to Maila's community property share.

IT IS FURTHER ORDERED that 351 Emmarene Street and 361 Emmarene Street shall both be confirmed to Paulino as his sole and separate property prior to marriage.

IT IS FURTHER ORDERED that the Arizona land shall be awarded to Paulino with a value of $38,000, subject to Maila's community property share. Maila shall sign a Quitclaim Deed for the Arizona property upon receipt of her portion of the proceeds.

/ / /

IT IS FURTHER ORDERED that the Utah land shall be listed for sale through a neutral third-party realtor and the net sale proceeds shall be split evenly between the Parties. Maila shall provide Paulino with the name of three (3) realtors within 10 days of this Decree and Paulino shall choose one realtor within 10 days. The parties shall have 10 days thereafter to meet with the realtor and get the land listed for sale. The parties shall cooperate with the realtor in getting the land listed and sold.

IT IS FURTHER ORDERED that Maila shall be awarded the two (2) acres of land in Hawaii with a value of $58,403 as her sole and separate property.

IT IS FURTHER ORDERED that as to the vehicles, the specifics are set out in the VCC [EX 1] and the parties shall each keep any and all vehicles that are in their possession, subject to the separate property and community property division set forth above. The values have been specified in the Amended MBS and placed in the appropriate community property versus separate property column.

IT IS FURTHER ORDERED that the Lamborghini and the BMW are both addressed in the MBS with the funds being considered community property.

IT IS FURTHER ORDERED that each party will maintain their individual bank accounts and any cash in their possession as their sole and separate property.

IT IS FURTHER ORDERED that there was no evidence as to division of personal property; however, to the extent that any personal property needs to be divided, Paulino will create an A/B List and Maila will get first choice as to which list she will be awarded.

IT IS FURTHER ORDERED that any and all airline miles shall be divided equally as of December 15, 2024.

IT IS FURTHER ORDERED that the parties shall be awarded their individual credit cards as their sole and separate debt and hold the other party harmless therefrom.

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IT IS FURTHER ORDERED that the equalization payment in the MBS that is owed to Maila from Paulino shall be paid from Paulino's portion of the sale proceeds of the remaining inventory and the Utah property. After those proceeds are paid and Paulino gets a credit for the past due child support payments, then Paulino shall have thirty (30) days from the sale of the inventory or property, whichever occurs later, to pay the balance of the equalization payment. If it is not paid within thirty (30) days, then the remaining balance shall be reduced to judgment at that time, bearing interest at the legal rate and collectible by any legal means.

IT IS FURTHER ORDERED that the Paulino shall pay Maila the sum of $9,036 as and for reimbursement for past travel expenses incurred during the litigation process and prior to the parties being ordered to split the costs.

IT IS FURTHER ORDERED that based upon Maila's imputed gross monthly income of $3,500, her base child support obligation is set at $560 per month. Maila shall receive a downward deviation pursuant to NAC 425.150(1)(e) and (f) in the amount of $100 per month for travel expenses and due to the relative income of the parties. As such, Maila's child support obligation shall be $460 per month effective January 1, 2025, due and payable by the end of each month.

IT IS FURTHER ORDERED that the receiving parent shall be responsible for purchasing the minor child's airline ticket. Paulino shall be responsible for the costs in picking up the minor child at the beginning of his timeshare and Maila shall be responsible for the costs in picking up the minor child at the beginning of her timeshare.

IT IS FURTHER ORDERED that Maila's request for alimony is denied.

IT IS FURTHER ORDERED that there exists no alimony or child support arrears.

/ / /

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DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS, NV 89101-2408

IT IS FURTHER ORDERED that each party's respective request for attorney's fees shall be denied.

IT IS FURTHER ORDERED that Maila never changed her name; therefore, she shall maintain her current name, to wit: "MAILA LIKUA."

STATUTORY NOTICES

NOTICE IS HEREBY GIVEN that pursuant to NRS 125C.0045(6):

> PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this court, or removes the child from the jurisdiction of the court without the consent of either the court or all persons who have the right to custody or visitation is subject to being punished for a category D felony as provided in NRS 193.130.

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

> (a) The parties may agree, and the court shall include in the order for custody of the child, that the United States is the country of habitual residence of the child for the purposes of applying the terms of the Hague Convention as set forth in subsection 7.
>
> (b) Upon motion of one of the parties, the court may order the parent to post a bond if the court determines that the parent poses an imminent risk of wrongfully removing or concealing the child outside the country of habitual residence. The bond must be in an amount determined by the court and may be used only to pay for the cost of locating the child and returning the child to his or her habitual residence if the child is wrongfully removed from or concealed outside the country of habitual residence. The fact that a parent has significant commitments in a foreign country does not create a presumption that the parent poses an imminent risk of wrongfully removing or concealing the child.

NOTICE IS HEREBY GIVEN that the parties are subject to the relocation requirements of NRS 125C.006 & NRS 125C.0065.

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

(a) attempt to obtain the written consent of the non-relocating parent to relocate with the child; and
(b) if the non-relocating parent refuses to give that consent, petition the court for permission to move and/or for primary physical custody for the purpose of relocating.

A parent who desires to relocate with a child has the burden of proving that relocating with the child is in the best interest of the child. The court may award reasonable attorney's fees and costs to the relocating parent if the court finds that the nonrelocating parent refused to consent to the relocating parent's relocation with the child without having reasonable grounds for such refusal, or for the purpose of harassing the relocating parent. A parent who relocates with a child pursuant to this section without the written consent of the other parent or the permission of the court is subject to the provisions of NRS 200.359.

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

NOTICE IS HEREBY GIVEN that the parent having the child support obligation is subject to NAC 425.025 and NRS 31A.010 through 31A.350, inclusive, regarding the immediate withholding or assignment of wages, commissions or bonuses for payment of child support, whether current or delinquent.

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

NOTICE IS HEREBY GIVEN that pursuant to NAC 425.165 and NRS 425.620, if the order pertains to more than one child and does not allocate a specific amount of the total child support obligation to each child, and if you want to adjust the amount of child support established in this order, you MUST file a motion to modify the order with or submit a stipulation to the court. If a motion to modify the order is not filed or a stipulation is not submitted, the child support obligation established in this order will continue until such time as all children who are the subject of this order reach 18 years of age or, if the youngest child who is subject to this order is still in high school when he or she reaches 18 years of age, when the child graduates from high school or reaches 19 years of age, whichever comes first. Unless the parties agree otherwise in a stipulation, any modification made pursuant to a motion to modify the order will be effective as of the date the motion was filed.

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

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

IT IS SO ORDERED.

Dated this 28th day of July, 2025

dk

EDE 2B5 958C 214C
Regina M. McConnell
District Court Judge

REGINA M. MCCONNELL
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS, NV 89101-2408

EXHIBIT 1

UPDATED VEHICLE CHARACTERIZATION AND VALUE

1. Essential business vehicles included in business value;
   a. #63: 1993 Peterbuilt Convention (332877) worth $33,500 (see **EX. 29,** GOMEZ 6096 & **EX. 16,** GOMEZ 0720);
   b. #62: 1995 Ford Super Duty (A79260) worth $5,595 (see **EX. 29**, GOMEZ 5917, 6081 & **EX. 16,** GOMEZ 0719);
   c. #61: 2002 Ford Super Duty (A55762) worth $9,500 (see **EX. 16,** GOMEZ 0715);
   d. #66: 2002 International 4000 (585428) worth $13,900 (see **EX. 16,** GOMEZ 0718, and **EX. 29,** GOMEZ 5917 & 5918);
   e. #65: 2003 International 4000 (5516999) worth $11,500 (see **EX. 29**, GOMEZ 5917 & 6087);
   f. #67: 2006 Ford F650 (240469) worth $23,000 (see **EX. 29,** GOMEZ 6134 & 5919); and
   g. #6: 2016 Dyno Trailer (000091) worth $7,995 (see **EX. 29,** GOMEZ 6126 & 5919).

   TOTAL $104,990.00.

2. To Maila as her sole and separate property from before the marriage:
   a. #56: 2001 Kawasaki Ninja Motorcycle (80044) worth $755 (see **EX. 16,** GOMEZ 0736).

   TOTAL $755.00.

3. Owned by Paulino prior to Marriage;
   a. #45: 1965 Ford Mustang (258352) worth $350 (see **EX. 18** & **EX. 29**, GOMEZ 5918);
   b. #36: 1993 GMC Sierra (708697) worth $250 (See **EX. 19,** GOMEZ 0752, 0766, and 0773);
   c. #29/54: 1993 Chevy Suburban (313477) worth $2,440 (See **EX. 16,** GOMEZ 0722);
   d. #19: 2000 Ford F150 Lightning (A91590) worth $17,039.75 (see **EX. 16,** GOMEZ & 0731);
   e. #57: 2006 Nissan Frontier (417284) worth $0.00 (See **EX. 16,** GOMEZ 0714);
   f. #26: 2007 Ford Mustang Shelby (293094) worth $44,900 (see **EX. 16,** GOMEZ 0744);
   g. #46: 1968 Mercury Cougar (539277) worth $0.00 (see **EX. 16,** GOMEZ 0723-0725, 0743, 0770);
   h. #48/60: 1978 Ford F250 (AJ2514) worth $0.00 (see **EX. 17,** GOMEZ 0750-0751, 773)
   i. #95: 1999 Ford F350 parts vehicle (A19631) worth $500 (see **EX 29,** GOMEZ 6184);
   j. #78: 1987 Nissan Sentra, Bought in 2000 under Dad's name, (532281) worth $0.00, (see **EX 29,** GOMEZ 6148) still has; and
   k. #98 – 1978 Ford Truck (AJ2514) worth $0.00 (See **EX. 29,** GOMEZ 5921).

   TOTAL $65,479.75.

4. Owned by the Businesses prior to marriage;
    a. #71: 2005 Mercedes CL500 (046170) worth $100 (see **EX. 29**, GOMEZ 5918, 6118 & **EX. 16,** GOMEZ 0753);
    b. #33: 1970 Chevy Corvette (404910) worth $14,125.00 (see **EX. 16,** GOMEZ 0716);
    c. #59: 1988 Mercedes 190E Sedan (510219) worth $0 (see **EX. 16,** GOMEZ 0738-0739, 0753, **EX. 29,** GOMEZ 5921);
    d. #18: 1988 Honda Prelude black (C030352) worth $0.00 (see **EX. 16**, GOMEZ 0734 – 0735);
    e. #17: 1990 Honda Prelude red (C018096) worth $0.00 (see **EX. 29**, GOMEZ 5922, **EX. 16,** GOMEZ 0713, 0776);
    f. #38: 1994 International 4000 (580746) worth $2,000.00 (see **EX. 16,** GOMEZ 0718);
    g. #64: 1997 Chevy S10 (132227) worth $0.00 (see **EX. 16, EX. 29,** GOMEZ 5919, 6040)
    h. #8: Tow Container (-) worth $1,000 (see **EX 29,** GOMEZ 5927);
    i. #1: 2013 Car Hauler Trailer (-) worth $1,000 (see **EX 29,** GOMEZ 5989 & 5923);
    j. #3: Red Trailer (-) worth $500 (see **EX 29,** GOMEZ 5926);
    k. #76: 2005 Suzuki 350CC Quad yellow from 2015, not running for years, (-) worth unknown;
    l. #55 / 103: 1996 Chevy S10 (175235) worth $0.00 (See **EX 29,** GOMEZ 5921);
    m. #59: 1988 Mercedes 190E Sedan (371870) worth $0 (see **EX. 16 ,** GOMEZ 0738-0739, 0753, **EX. 29,** 5922, 6178).
    n. #70 – 1994 BMW 840 CI (C89498) worth $2,875.00 (See **EX 29,** GOMEZ 5920, 6164).

        TOTAL $21,600.

5. Owned by Businesses but unclear when purchased;
    a. #49: 1992 Ford Mustang (110969) worth $0.00 (see **EX. 16,** GOMEZ 0733);
    b. #35: 1994 Ford Ranger (C49462) worth $0.00 (see **EX. 16,** GOMEZ 0760);
    c. #31: 2001 Ford Excursion (B75323) worth $3,130 (see **EX. 16,** GOMEZ 0741, 0727);
    d. #54: 1996 Nissan Frontier Truck salvage parts only worth $0.00 (see **EX 29,** GOMEZ 162, 5919);
    e. #54: 2006 Nissan Frontier Truck salvage parts only worth $0.00 (see **EX 29,** GOMEZ 162, 5919);

        TOTAL $3,130.00.

6. Community property / owned jointly or accrued during marriage;
    a. #32: 1971/1991 Chevy Monte Carlo (148402) worth $2,000 (see **EX. 16,** GOMEZ 0747, **EX. 29**, 5925, & 6302);
    b. #53: 1972 Chevy Camino (-) worth $0.00;
    c. #47: 1973 Ford Mach 1 (176633) worth $2,000 (see **EX. 29,** GOMEZ 6309, **EX. 16,** 0726);
    d. #50: 1993 Ford Thunderbird (148402) worth $0.00 (see **EX. 16**¸ GOMEZ 0748);

e. #40: 1999 GMC Sierra (708697) worth approx. $10,000 which Maila has possession of in HI (see **EX. 16,** GOMEZ 0757);
f. #30: 2000 Alle Allegro Motorhome (309840) worth $13,499.00 (see **EX. 16,** GOMEZ 0764);
g. #23: 2002 BMW M3 (R13284) worth $15,491.00 (see **EX. 16,** GOMEZ 0746);
h. #39: 2002 Chevy Silverado (244984) worth $7,000 which Maila has possession of in UT (see **EX. 16**¸GOMEZ 0765);
i. #22: 2003 Ford Mustang Cobra (302416) worth $12,000 (see **EX. 16,** GOMEZ 0749);
j. #27: 2003 F350 Super Duty Red (A92817) worth $11,100 (see **EX. 16,** GOMEZ 0754 and **EX. 29,** 5920);
k. #41: 2007 Ford Edge (B41255) worth approximately $5,000 which Maila has possession of in UT (see **EX. 16,** GOMEZ 0717, 0727, 0742);
l. #25: 2007 Ford Mustang Shelby (205542) worth $68,600 (see **EX. 16,** GOMEZ 0745);
m. #20/24; 2013 Ford F150 Raptor (D11957) worth $19,981.00 (see **EX. 29,** GOMEZ 6289, 5932 & **EX. 16,** GOMEZ 0756); and
n. #72: 2005 Yamaha 350 CC Raptor ATV not running for years, (-) worth unknown, bought prior to marriage but titled together, still has.

TOTAL $166,671.00.

7. Purchased during marriage for essential business use;
   a. #84: 2016 Bobcat (V15504) worth $14,950 (see **EX 29,** GOMEZ 6219 & 5924);
   b. #5: 2020 Bump / Dump Trailer (203466) worth $8,295 (see **EX 29,** GOMEZ 5924 & 5924);
   c. #58: 1979 Ford F600 Box Truck (Grumpy) (-) worth $200 (see **EX 29,** GOMEZ 6239 & **EX. 16,** GOMEZ 0732, 0762);
   d. #75: 2001 Ford F450 tow truck (A36413) worth $6,880 (see **EX 29,** GOMEZ 6196 & 5922);
   e. ??: 2003 Ford F550 Box Truck bought for parts originally (A19631) worth $1,999 (see **EX 29,** GOMEZ 6184 & 5922);
   f. 43: 2003 Ford F350 Dually (A36679) worth $11,100 (see **EX. 17,** GOMEZ 0770 and **EX. 29,** GOMEZ 5923-5924);
   g. 37: 2005 Chevy Silverado Duramax (329) worth $1,317 (see **EX. 17,** GOMEZ 0771 & **EX. 29,** GOMEZ 5917);
   h. ??: 2013 United Expressline trailer (128706) worth $1,000 (see **EX. 29,** GOMEZ 5915 & **EX. 16,** GOMEZ 0761);
   i. #83: 2009 Hyster Forklift (14792W) worth $1,500 (see **EX 29,** GOMEZ 6242 & 5926); and
   j. #13: 2011 Big Tex (382830) worth $0.00 from neighbor (see **EX 29,** GOMEZ 6216 & 5924);

TOTAL $47,241.00.

8. Business Equipment unclear who held by and when acquired;
    a. 10: Rays Container (-) worth $1,000 (see **EX 29,** GOMEZ 5927);
    b. 7: Rifer 42' Trailer (-) worth $1,000 (see **EX 29,** GOMEZ 5927);
    c. 9: Tire Container (-) worth $500.00 (see **EX 29,** GOMEZ 5927);
    d. 15: Office Containers to house business records (-) worth $1,000 (see **EX 29,** GOMEZ 5927);
    e. 14: Drivevan 52' Trailer to store parts and equipment (-) worth $1,000 (see **EX 29,** GOMEZ 5927);
    f. 16: Gooseneck Trailer (-) worth $500 (see **EX 29,** GOMEZ 5922 - 5923);
    g. 2: Taco Trailer (-) worth $100 (see **EX 29,** GOMEZ 5923);
    h. ??: 2000 Yamaha Golf Cart (-) worth $500 (see **EX 29,** GOMEZ 5924);
    i. 11: 2003 Box Trailer 5x10 (023485) worth $1,000 (see **EX 29,** GOMEZ 6208 & 5923); and
    j. ??: Snow trailer business towed it and converted before marriage (-) worth $500.

        TOTAL $7,100.00.

9. Vehicles sold in ordinary course by business before case was open;
    a. #72: 1994 Toyota Uhtuss (198506) in someone else's name sold in 2020 (see **EX. 16,** GOMEZ 0768);
    b. #44: 2000 Ford F350 White (C62425) worth approximately $2,000 sold for parts in 2019 (see **EX. 16,** GOMEZ 0728 – 0729);
    c. #69: 2013 Pontiac Aztec (001576) worth unknown sold through business (see **EX. 16,** GOMEZ 0758);
    d. #70: 2007 Subaru Legacy (326903) junk car through business (see **EX. 16,** GOMEZ 0759); [2007 not 2017]; and
    e. #68: 2016 Volkswagen TSI (E000093) worth unknown sold through business (see **EX. 16,** GOMEZ 0755).

        TOTAL $2,000+.

10. Vehicles bought and sold by business in ordinary course while case was open;
    a. #51: 1978 Chevy Love not running (104487) worth $100 (see **EX 17,** GOMEZ 0775 & **EX. 29,** GOMEZ 5918);
    b. #28: 2000 Ford F250 White (C51008) sold through the business to Rafael for $9000 in 2022 (See **EX. 16,** GOMEZ 0726, 0740);
    c. ??: 2009 Nissan Altima tow conversion in 3/2023 (137177) worth $1,600 (see pending disclosure):
    d. ??: 2008 Honda Accord purchased in 2022 but not titled to him (A013545) worth $2,275 (see pending disclosure and **EX 29,** GOMEZ 5925);
    e. #34: 2008 Volvo S80 (071605) sold for $500 in May 2022 (see **EX. 16, EX. 21,** GOMEZ 4623);
    f. #52: Chevy Camaro, business bought, for Rafael, not finished repair, (-) worth $200 until repaired.

        TOTAL $13,675.00.

11. Vehicles sold by the Parties while case was open;
    a. #42: 2020 BMW M5 red (E83869) worth unknown sold for $9,000 by Maila's Uncle in early 2022 (see **EX. 16)**; and
    b. #21: 2006 Lamborghini Murcielago (A01852) for $93,000 sold by Paulino in May 2023 (see **EX. 13, 14, 15, & 16)**.

    TOTAL $102,000.00

12. Vehicles while Maila believes exist but for which there is no documentation;
    a. **No.** 6: 1993 Chevy Silverado worth unknown;
    b. **#73:** 2015 Kia Optima worth unknown;
    c. **#74:** 2009 Chrysler Aspen worth unknown;
    d. **#77:** 2011 Ford Edge Silver worth unknown;
    e. **#79:** 2006 Chrysler PT Cruiser worth unknown;
    f. **#80:** 2001 Acura TSX worth unknown;
    g. **#81:** 2006 Didge Ram 250 worth unknown; and
    h. **#82:** 2009 Ford Escape Silver worth unknown.

    TOTAL: UNKNOWN.

13. Vehicles purchased during divorce litigation by Maila;
    a. Farm Quad– Maila says worth $9,500 (**Exh RRR** page ML 4083).
    b. 2022 Coleman Trailer – Maila says she paid her mom $5,000 for this (**Exh RRR** page ML 4083) but Paulino testified on June 14th, 2024, in video 1, at 22:00 that it is worth at least $12,000.
    c. Dump and Utility Trailer – Maila says worth $17,220 (**Exh RRR** page ML 4083) but Paulino testified on June 14th, 2024, video 1, at 21:00 that the Dump Trailer alone is worth $13,000 - $14,000 making this closer to $20,000.
    d. Quads (2x) – Maila says she paid $6,000 for these (**Exh RRR** page ML 4083) but Paulino testified on June 14th, 2024, video 1, at 24:00 that each are worth at least $5,000 making this $10,000 total.

    TOTAL: $37,720 - $51,500

EXHIBIT 2

Paulino Gomez v. Maila Likua
MARITAL BALANCE SHEET

D-22-643298-D

Item	7/28/25 1:48 PM	GROSS VALUE	DEBT	PROPERTY VALUE NET VALUE	COMMUNITY HUSBAND	COMMUNITY WIFE	SEPARATE HUSBAND	SEPARATE WIFE
	ASSETS:							
	CASH							
1	Proceeds from 362 Emmarene Street (MR	$223,396.18	$0.00	$223,396.18	$111,698.09	$111,698.09		
2	1st Auction of Inventory	$15,235.83	$0.00	$15,235.83	$7,617.92	$7,617.92		
3	2nd Auction of Inventory	$22,308.47	$0.00	$22,308.47	$11,154.24	$11,154.24		
4	3rd Auction of Inventory	$9,206.68	$0.00	$9,206.68	$4,603.34	$4,603.34		
5	Remaining Inventory (Resell Business)	$0.00	$0.00	$0.00	$0.00	$0.00		
6		$0.00	$0.00	$0.00	$0.00	$0.00		
	Subtotal	**$270,147.16**	**$0.00**	**$270,147.16**	**$135,073.58**	**$135,073.58**	**$0.00**	**$0.00**
	BUSINESS INTERESTS							
7	MTC / MAS / Dyno	$266,000.00	$0.00	$266,000.00	$77,600.00	$0.00	$188,400.00	
8	Maila's Farm to Market (Corner Store)	$0.00	$0.00	$0.00	$0.00	$0.00		
	Subtotal	**$266,000.00**	**$0.00**	**$266,000.00**	**$77,600.00**	**$0.00**	**$188,400.00**	**$0.00**
	INVESTMENTS							
9	Life Insurance Policy (Cash Value)	$2,389.37	$0.00	$2,389.37	$2,389.37	$0.00		
10		$0.00	$0.00	$0.00	$0.00	$0.00		
11		$0.00	$0.00	$0.00	$0.00	$0.00		
12		$0.00	$0.00	$0.00	$0.00	$0.00		
	Subtotal	**$2,389.37**	**$0.00**	**$2,389.37**	**$2,389.37**	**$0.00**	**$0.00**	**$0.00**
	REAL PROPERTY							
13	Arizona Land (2/3 interest)	$57,000.00	$0.00	$38,000.00	$38,000.00	$0.00		
14	Utah Land	$240,000.00	$0.00	$240,000.00	$120,000.00	$120,000.00		
15	Hawaii 2 Acres of Land	$58,403.00	$0.00	$58,403.00	$0.00	$0.00		$58,403.00
16		$0.00	$0.00	$0.00	$0.00	$0.00		
	Subtotal	**$355,403.00**	**$0.00**	**$336,403.00**	**$158,000.00**	**$120,000.00**	**$0.00**	**$58,403.00**
	AUTOS & RECREATIONAL VEHICLES							
17	Vehicle Characterization Chart ("VCC") § 1	$104,990.00	$0.00	$104,990.00	$0.00	$0.00	$104,990.00	
18	VCC § 2	$755.00	$0.00	$755.00	$0.00	$0.00		$755.00
19	VCC § 3	$65,479.75	$0.00	$65,479.75	$0.00	$0.00	$65,479.75	
20	VCC § 4	$21,600.00	$0.00	$21,600.00	$10,800.00	$0.00	$10,800.00	
21	VCC § 5	$3,130.00	$0.00	$3,130.00	$3,130.00	$0.00		

Paulino Gomez v. Maila Likua
MARITAL BALANCE SHEET

D-22-643298-D

	7/28/25 1:48 PM			PROPERTY VALUE				
		GROSS		NET	COMMUNITY		SEPARATE	
Item		VALUE	DEBT	VALUE	HUSBAND	WIFE	HUSBAND	WIFE
22	VCC § 6	$166,671.00	$0.00	$166,671.00	$144,671.00	$22,000.00		
23	VCC § 7	$47,241.00	$0.00	$47,241.00	$47,241.00	$0.00		
24	VCC § 8	$7,100.00	$0.00	$7,100.00	$7,100.00	$0.00		
25	VCC § 9	$0.00	$0.00	$0.00	$0.00	$0.00		
26	VCC § 10	$0.00	$0.00	$0.00	$0.00	$0.00		
27	VCC § 11 (Lambo & BMW)	$102,000.00	$0.00	$102,000.00	$73,891.00	$28,109.00		
28	VCC § 12	$0.00	$0.00	$0.00	$0.00	$0.00		
29	VCC § 13	$37,720.00	$0.00	$37,720.00	$0.00	$0.00		$37,720.00
	Subtotal		**$0.00**	**$556,686.75**	**$286,833.00**	**$50,109.00**	**$181,269.75**	**$38,475.00**

Paulino Gomez v. Maila Likua
MARITAL BALANCE SHEET

D-22-643298-D

Item	7/28/25 1:48 PM	GROSS VALUE	DEBT	PROPERTY VALUE NET VALUE	COMMUNITY HUSBAND	COMMUNITY WIFE	SEPARATE HUSBAND	SEPARATE WIFE
	PERSONAL PROPERTY							
30	Furnishings, furniture			$0.00	A/B	A/B		
31	Jewelry			$0.00	X	X		
				$0.00				
	Subtotal	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	RETIREMENT ACCOUNTS							
32	NONE	$0.00	$0.00	$0.00	$0.00	$0.00		
33		$0.00	$0.00	$0.00	$0.00	$0.00		
34		$0.00	$0.00	$0.00	$0.00	$0.00		
35		$0.00	$0.00	$0.00	$0.00	$0.00		
	Subtotal	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	TOTAL ASSETS			**$1,431,626.28**	**$659,895.95**	**$305,182.58**	**$369,669.75**	**$96,878.00**
	LIABILITIES:							
	LONG TERM DEBT							
36	SBA Loans (Included in MAS/MTC/Dyno)		$231,000.00				$231,000.00	
37			$0.00					
38			$0.00					
39			$0.00					
	Subtotal		**$231,000.00**	**$231,000.00**	**$0.00**	**$0.00**	**$231,000.00**	**$0.00**

Paulino Gomez v. Maila Likua
MARITAL BALANCE SHEET

D-22-643298-D

Item	7/28/25 1:48 PM	GROSS VALUE	DEBT	PROPERTY VALUE NET VALUE	COMMUNITY HUSBAND	COMMUNITY WIFE	SEPARATE HUSBAND	SEPARATE WIFE
	OTHER LIABILITIES							
40			$0.00					
41			$0.00					
42			$0.00					
43			$0.00					
44			$0.00					
45								
	Subtotal		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	TOTAL LIABILITIES			**$231,000.00**	**$0.00**	**$0.00**	**$231,000.00**	**$0.00**
	NET EQUITY			**$1,200,626.28**	**$659,895.95**	**$305,182.58**	**$138,669.75**	**$96,878.00**
	EQUALIZING NOTE				**$177,356.69**	**$177,356.69**		
	EQUALIZED EQUITY				**$482,539.27**	**$482,539.27**		

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Paulino Gomez, Plaintiff vs. Maila Likua, Defendant.	CASE NO: D-22-643298-D DEPT. NO. Department O

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Amended Decree of Divorce 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: 7/28/2025

Corinne Price	Corinne@nvfamilylaw.com
Michael Carman	Mike@nvfamilylaw.com
Val Stashuk	Accounting@nvfamilylaw.com
Jordan Garcia	JordanG@nevadafamilylaw.com
Melissa Goodwin	Melissag@nevadafamilylaw.com
Maila Likua	mailalikua@gmail.com
Nicholas Biaggi	legalassistant@NVfamilylaw.com
Sabrina Stone	reception@nvfamilylaw.com
Marilyn Caston	MarilynC@nevadafamilylaw.com
Melody Tooley	Paralegal@nvfamilylaw.com

Electronically Filed
8/12/2025 9:46 AM
Steven D. Grierson
CLERK OF THE COURT

ROC

Jordan M. Garcia, Esq.
Nevada Bar No.: 12374
Marilyn Caston, Esq.
Nevada Bar No.: 11654
NEVADA FAMILY LAW GROUP, LLC
760 Coronado Center Dr.
Henderson, Nevada 89052
Tel.: (702) 910-4300
Fax: (702) 910-4303
JordanG@NevadaFamilyLaw.com
Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

* * *

PAULINO GOMEZ, Plaintiff, vs. MAILA LIKUA, Defendant.	CASE NO: D-22-643298-D Dept. No.: O **RECEIPT OF CHECK**

An Employee of Carman and Price The undersigned hereby accepts possession of check #080200750, issued by America First Credit Union to Carman & Price for Maila's Share in the Arizona property pursuant to the Stipulation and Order filed on August 6, 2025 in the amount of Nineteen Thousand Dollars and 00/100 ($19,000.00).

Dated this 12th day of August 2025.

Melody Cooley
Employee of Carmen & Price
8965 S. Pecos Rd. #9
Henderson, NV 89074

Case Number: D-22-643298-D

AMERICA FIRST
CREDIT UNION

America First Federal Credit Union
P.O. Box 9199 • Ogden, Utah 84409

THIS DOCUMENT HAS A TRUE WATERMARK AND HOLOGRAM.
ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

Official Check

Cashier's Check

49-55
1031

No. 080200750

Date: 08/06/25
Void After 90 Days

PAY Nineteen Thousand Dollars And 00/100 Cents *****$19,000.00*****

TO THE ORDER OF CARMAN & PRICE

Payable through BOKF, NA EUFAULA, OK

MEMO: MAILA PAID IN FULL FOR THE ARIZONA LAND

Thayne Shaffer

⑈080200750⑈ ⑆103100551⑆0140011219953⑈

J 5436

Electronically Filed
8/14/2025 12:15 PM
Steven D. Grierson
CLERK OF THE COURT

NOAS
CARMAN & PRICE
Michael P. Carman, Esq.
Nevada Bar No. 07639
8965 S. Pecos Road, Suite 9
Henderson, NV 89074
702.384.8900
Mike@NVFamilyLaw.com
Attorney for Defendant
Maila Likua

CARMAN & PRICE
FAMILY LAW ATTORNEYS

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

PAULINO GOMEZ,

Plaintiff,

v.

MAILA LIKUA,

Defendant.

CASE NO.: D-22-643298-D
DEPT. NO.: O

NOTICE OF APPEAL

COMES NOW, Maila Likua, Defendant in the above-captioned case, by and through her attorneys, Corinne Price, Esq., and Michael P. Carman, Esq., of CARMAN & PRICE, and hereby appeals to the Supreme Court of Nevada from the Court's Amended Findings of Fact, Conclusions of Law, and Decree of Divorce Nunc Pro Tunc dated July 28, 2025 (and the associated interim findings and orders which were set forth in the Court's

December 20, 2024, Order Regarding Orders to Show Cause).

Dated this 14th day of August, 2025.

CARMAN & PRICE



Michael P. Carman, Esq.
Nevada Bar No. 07639
8965 S. Pecos Road, Suite 9
Henderson, NV 89074
702.384.8900
Mike@NVFamilyLaw.com
Attorney for Defendant
Maila Likua

CARMAN & PRICE
FAMILY LAW ATTORNEYS

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that on this 14th day of August, 2025, I caused the above and foregoing Notice of Appeal to be served as follows:

☒ Pursuant to EDCR 5.205 and NEFCR 9 by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

☐ by placing the same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first-class postage was prepaid;

to the following:

Marilyn Caston, Esq.
Jordan M. Garcia, Esq.
Melissa Goodwin
Nevada Law Family Law Group
MarilynC@nevadafamilylaw.com
JordanG@nevadafamilylaw.com
Melissag@nevadafamilylaw.com

Nicholas Biaggi
Employee of CARMAN & PRICE

CARMAN & PRICE
FAMILY LAW ATTORNEYS

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8/14/2025 12:15 PM
Steven D. Grierson
CLERK OF THE COURT

ASTA

CARMAN & PRICE
Corinne Price, Esq.
Nevada Bar No. 10237
Michael P. Carman, Esq.
Nevada Bar No. 07639
8965 S. Pecos Road, Suite 9
Henderson, NV 89074
702.384.8900
Corinne@NVfamilylaw.com
Attorney for Defendant
Maila Likua

CARMAN & PRICE
FAMILY LAW ATTORNEYS

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

PAULINO GOMEZ,

Plaintiff,

v.

MAILA LIKUA,

Defendant.

CASE NO.: D-22-643298-D
DEPT. NO.: O

CASE APPEAL STATEMENT

COMES NOW, Maila Likua, Defendant in the above-captioned case, by and through her attorneys, Corinne Price, Esq., and Michael P. Carman, Esq., of CARMAN & PRICE, and hereby submits the following Case Appeal Statement:

1. Name of appellant filing this case appeal statement:

Maila Likua.

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

The Honorable Regina M. McConnell, Eighth Judicial District Court Judge, Family Division, Department O.

3. Identify each appellant and the name and address of counsel for each appellant. If an Appellant is self-represented, identify the name and address of the appellant:

Appellant:

Maila Likua

Counsel for Maila Likua:

Corinne Price, Esq.
Nevada Bar No. 10237
8965 S. Pecos Road, Suite 9
Henderson, NV 89074
702.384.8900

Michael P. Carman, Esq.
Nevada Bar No. 07639
8965 S. Pecos Road, Suite 9
Henderson, NV 89074
702.384.8900

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). For self-represented respondents, identify the name and address of each respondent:

Respondent:

Paulino Gomez

Counsel for Paulino Gomez:

Jordan M. Garcia, Esq.
Nevada Bar No. 12374
Nevada Family Law Group
760 Coronado Center Dr.
Henderson, NV 89052
702.910.4300

Marilyn A. Caston, Esq.
Nevada Bar No. 11654
Nevada Family Law Group
760 Coronado Center Dr.
Henderson, NV 89052
702.910.4300

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 identified counsel are licensed to practice law in Nevada.

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

Appellant was represented by retained counsel in the district court.

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

Appellant is being represented by retained counsel on appeal.

8. Has Appellant been granted leave to proceed in forma pauperis?

No. Appellant did not seek leave to proceed in forma pauperis

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FAMILY LAW ATTORNEYS

with the district court.

9. Indicate the date the proceedings commenced in the district court:

The divorce proceedings associated with this appeal were commenced on February 25, 2022, with the filing of Paulino's Complaint for Divorce.

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:

The underlying action was a divorce case involving both child custody issues and contested financial issues. With custody issues presently on appeal in case 90164, this Case Appeal Statement outlines only the financial issues at issue in this appeal.

Throughout the marriage, the parties built and worked a number of businesses, including Mesquite Auto Services, Mesquite Towing, a mobile dyno business, and a resale business that had been run by Maila.

At the time that the case was filed, Paulino had possession of the businesses, possession of the resale inventory related to Maila's business, and was receiving all of the parties' community income associated with such businesses.

During the course of the action, much litigation ensued over Paulino's continued possession of the parties' businesses and income derived therefrom, Paulino's refusal to comply with the court's numerous orders to allow Maila access to the resale inventory, and Paulino's ongoing financial misrepresentations to the court regarding his lack of income.

For three years, the court entered no child support orders while Maila had primary custody of the parties' child, but issued orders requiring community assets to be sold to provide limited temporary financial support, fees, and costs to Maila based upon Paulino's continuous misrepresentations that the businesses

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were losing in excess of $19,000.00 per month and his ongoing claims that he was only paying himself a total of $2,658.00 per month because of the indebtedness of the businesses.

While it became clear prior to trial that Paulino's representations had not been true, the court still deferred the issues of child support and temporary support until the time of trial, and only sparingly allowed funds to be distributed toward Maila's attorney's fees.

At trial, the court was tasked with determining the value and characterization of the parties' property, addressing Maila's claims for child support, temporary support, and attorney's fees that had been denied and deferred throughout the course of the case, with determining whether Maila should be reimbursed for Paulino's community waste, with determining whether an award of conduct-based fees was appropriate because of Paulino's misconduct, with determining whether an award of Sargeant fees to Maila was appropriate, with determining whether contempt sanctions were appropriate, and with establishing ongoing support orders.

Maila asserts that the court made critical errors in both its factual and legal determinations regarding the foregoing issues.

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:

This case was previously the subject of Supreme Court Case No. 87876 (Gomez v. Likua), and the parties' post-divorce custody issues are presently on appeal in Supreme Court Case No. 90164 (Gomez v. Likua).

12. Does this appeal raise issues involving child custody, the guardianship of a minor, parenting time, or visitation?

No. This appeal involves the district court's resolution of financial issues.

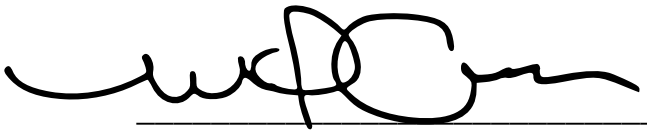
CARMAN & PRICE
FAMILY LAW ATTORNEYS

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

Based upon the contentious history of this case, undersigned counsel does not believe that there is any possibility of settlement.

Dated this 14th day of August, 2025.

CARMAN & PRICE



Michael P. Carman, Esq.
Nevada Bar No. 07639
8965 S. Pecos Road, Suite 9
Henderson, NV 89074
702.384.8900
Mike@NVFamilyLaw.com
Attorney for Defendant
Maila Likua

CARMAN & PRICE
FAMILY LAW ATTORNEYS

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that on this 14th day of August, 2025, I caused the above and foregoing Case Appeal Statement to be served as follows:

☒ Pursuant to EDCR 5.205 and NEFCR 9 by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first-class postage was prepaid;

to the following:

Marilyn Caston, Esq.
Jordan M. Garcia, Esq.
Melissa Goodwin
Nevada Law Family Law Group
MarilynC@nevadafamilylaw.com
JordanG@nevadafamilylaw.com
Melissag@nevadafamilylaw.com

Nicholas Biaggi
Employee of CARMAN & PRICE

CARMAN & PRICE
FAMILY LAW ATTORNEYS

Electronically Filed
8/26/2025 1:27 PM
Steven D. Grierson
CLERK OF THE COURT

NOAC
Jordan Garcia, Esq.
Nevada Bar No.:12374
Marilyn Caston, Esq.
Nevada Bar No.: 11654
NEVADA FAMILY LAW GROUP, LLC
760 Coronado Center Dr.
Henderson, Nevada 89052
Tel.: (702) 910-4300
Fax: (702) 910-4303
MarilynC@NevadaFamilyLaw.com

Attorneys for Plaintiff,
Paulino Gomez

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY NEVADA

PAULINO GOMEZ Plaintiff, vs. **MAILA LIKUA,** Defendant.	CASE NO.: D-22-643298-D DEPT. NO.: O **NOTICE OF CROSS APPEAL**

NOTICE IS HEREBY GIVEN that Plaintiff, Paulino Gomez, hereby appeals to the Supreme Court of Nevada from the Amended Findings of Fact, Conclusions of Law and Decree of Divorce Nunc Pro Tunc issued and notice out to all parties on July 28, 2025 (and the associated interim finding and orders which

/ / /

/ / /

Case Number: D-22-643298-D

were set forth in the Court December 20, 2024, Order Regarding orders to Show Cause), pursuant to NRAP 3 and 4.

DATED this 26th day of August 2025.

NEVADA FAMILY LAW GROUP

Marilyn Caston, Esq.
Nevada Bar No.: 11654
Attorneys for Plaintiff,
Paulino Gomez

NEVADA FAMILY LAW GROUP
a Nevada limited liability company

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of August 2025, I served a true and correct copy of Plaintiff's NOTICE OF CROSS APPEAL, pursuant to NRCP 5(b), by the following means:

[x] by electronic service, pursuant to NEFCR 9, to be electronically served through the Eighth Judicial District Court's electronic filing system, with the date and time of the electronic service substituted for the date and place of deposit in the U.S. Mail; *and/or*

[ ] by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Henderson, Nevada; *and/or*

[ ] by sending the same via facsimile pursuant to EDCR 7.26 (the consent for which was previously established); *and/or*

[ ] electronically delivered via email pursuant to EDCR 8.05 (the consent for which was previously established).

Corinne Price, Esq.
8965 S. Pecos Rd Suite 9
Henderson NV 89074
Attorney for Defendant

Melissa Goodwin

An Employee of NEVADA FAMILY LAW GROUP

NEVADA FAMILY LAW GROUP
a Nevada limited liability company