District Court Case No: D-24-699327-L

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Elizabeth A. Brown
Clerk of Supreme Court

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

JULIA GUADALUPE GARCIA,

Plaintiff(s),

vs.

RAPHIELY SARAHI ANAYA AGUILAR,

Defendant(s).

NOTICE OF APPEAL PACKET COVER SHEET

Electronically Filed
04/07/2026
CLERK OF THE COURT

District Court Case No: D-24-699327-L
Dept: A

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

Julia Guadalupe Garcia Plaintiff/Petitioner, vs. Raphiely Sarahi Anaya Aguilar Defendant/Respondent.	

NOTICE OF APPEAL

Notice is hereby given that (*your name*) Julia Guadalupe Garcia,
(*check one*) ☒ Plaintiff/Petitioner / ☐ Defendant/Respondent above named, hereby appeals to the Supreme Court of Nevada from the (*name of order/decree*) Divorce entered in this action (*order date mm/dd/yyyy*) 03/13/2026.

DATED (*month*) April (*day*) 7, 2026.

Submitted By: (*your signature*) /s/ Julia Guadalupe Garcia
(*print your name*) Julia Guadalupe Garcia
(*address, city, state, zip*) 22 Diamond Cir,Las Vegas, NV 89106
(*telephone number*)
(*email address*) juliagarcia679@gmail.com

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CERTIFICATE OF SERVICE

I certify that on the date indicated below, I served a copy of this **NOTICE OF APPEAL** upon all parties to the appeal as follows:

☒ Through the **court's electronic service system** to the following registered users consistent with NEFCR 10:

Name: Raphiely Sarahi Anaya Aguilar Email: raphielyanaya2895@gmail.com

Name: Rebecca Blair Email: rebecca@gallardolawgroup.com

Name: _____ Email: _____

☐ **By email** to parties who have signed a written consent authorizing service by this means (*enter names and emails of those served by email, and attach a copy of each party's written consent authorizing service by this means*)

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

☐ By personally serving it upon him/her; or

☐ By mailing it by first-class mail with sufficient postage prepaid to the following address(es) (*List names and address(es) of parties served*):

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

DATED (*today's date*) April 7 20 26.

Submitted By: (*your signature*) /s/ Julia Guadalupe Garcia

(*print your name*) Julia Guadalupe Garcia

Electronically Filed
4/8/2026 1:48 PM
Steven D. Grierson
CLERK OF THE COURT

ASTA

District Court Case No: D-24-699327-L

Dept No: A

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

JULIA GUADALUPE GARCIA,

Plaintiff(s),

vs.

RAPHIELY SARAHI ANAYA AGUILAR,

Defendant(s),

CASE APPEAL STATEMENT

1. Name of appellant(s) filing this case appeal statement:
   Julia Guadalupe Garcia

2. Identify the judge issuing the decision, judgment or order appealed from:
   Mari D. Parlade

3. Identify each appellant and the name and address of counsel for each appellant. If an appellant(s) is self-represented, identify the name and address of appellant(s):

   Julia Guadalupe Garcia

   Julia Guadalupe Garcia
   22 Diamond Cir.
   Las Vegas, NV 89106

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:

Raphiely Sarahi Anaya Aguilar

Rebecca Blair, Esq.
8330 W. Sahara Ave., Ste. 190
Las Vegas, NV 89117

5. Indicate whether any attorney identified above in response to question 3 or 4 is not licensed to practice law in Nevada and, if so, whether the District Court granted that attorney permission to appear under SCR 42: **N/A**

6. If appellant was represented by counsel in the District Court, indicate whether counsel was ☐ appointed or ☐ retained or ☒ N/A

7. If appellant is represented by counsel on appeal, is counsel ☐ appointed or ☐ retained or ☒ N/A

8. Has appellant been granted leave to proceed informa pauperis?

☒ Yes: Identify the date of entry of the District Court order granting such leave: **November 18, 2024 (Expired)** (copy of order to follow by mail)
***Expires 1 year from date filed*

☐ No: Has appellant filed an application to proceed in forma pauperis?
☐ No.
☒ Yes: identify date the application was filed: **April 7, 2026**
If application was denied, indicate date of order denying: **N/A** (copy of order to follow by mail.)

9. Indicate the date the proceedings commenced in the District Court (e.g., date complaint, indictment, information, or petition was filed): **November 14, 2024**

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: **Judgment**

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

Docket No.	**Case Caption**
91692	GARCIA VS. AGUILAR (FAMILY)

12. Does this appeal raise issues involving child custody, the guardianship of a minor, parenting time, or visitation?

☐ Yes: Is this the primary issue on appeal? ☐ Yes ☐ No
☒ No

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

Dated This 8 day of April 2026.

Steven D. Grierson, Clerk of the Court

/s/ Shaun Salcedo
Shaun Salcedo, Deputy Clerk
200 Lewis Ave
PO Box 551601
Las Vegas, Nevada 89155-1601
(702) 671-0512

cc: Julia Guadalupe Garcia

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. D-24-699327-L

Julia Guadalupe Garcia, Plaintiff.	§	Location:	**Department A**
vs.	§	Judicial Officer:	**Parlade, Mari D.**
Raphiely Sarahi Anaya Aguilar, Defendant.	§	Filed on:	**11/14/2024**
	§		

CASE INFORMATION

Statistical Closures
03/13/2026 Judgment Reached (Bench Trial)

Case Type: **Annulment Complaint**

Case Status: **03/13/2026 Adjudicated**

Case Flags: **Order / Decree Logged Into Department**
Appealed to Supreme Court
Case Note
EXPIRED - IFP GRANTED for JULIA GUADALUPE GARCIA on 11/18/2024

DATE — CASE ASSIGNMENT

Current Case Assignment

Case Number	D-24-699327-L
Court	Department A
Date Assigned	11/14/2024
Judicial Officer	Parlade, Mari D.

PARTY INFORMATION

Plaintiff

Garcia, Julia Guadalupe
22 Diamond CIR
Las Vegas, NV 89106

Pro Se

Garcia, Julia Guadalupe
22 Diamond Ct
Las Vegas, NV 89106
Removed: 02/14/2025
Data Entry Error

Garcia, Julia Guadalupe
22 Diamond Ct
Las Vegas, NV 89106
Removed: 02/14/2025
Data Entry Error

Defendant

Anaya Aguilar, Raphiely Sarahi
3947 W Tara ST
APT 3
Las Vegas, NV 89102

Blair, Rebecca J.
Retained
702-485-4488(W)

DATE — EVENTS & ORDERS OF THE COURT

EVENTS

11/14/2024 Summons Issued Only
Filed by: Counter Defendant Garcia, Julia Guadalupe
[1] Summons Issued Only

11/14/2024 Application to Proceed in Forma Pauperis
Filed By: Counter Defendant Garcia, Julia Guadalupe
[2] Application to Proceed in Forma Pauperis

11/14/2024	Complaint for Annulment Filed by: Counter Defendant Garcia, Julia Guadalupe *[3] Complaint for Annulment*
11/18/2024	Order to Proceed In Forma Pauperis *[4] Order to Proceed in Forma Pauperis*
11/27/2024	Affidavit of Attempted Service Filed by: Counter Defendant Garcia, Julia Guadalupe *[5] Affidavit of Attempted Service*
11/27/2024	Affidavit of Due Diligence Filed By: Counter Defendant Garcia, Julia Guadalupe *[6] Affidavit of Due Diligence*
11/27/2024	Ex Parte Motion Filed by: Counter Defendant Garcia, Julia Guadalupe *[7] Ex Parte Motion for Alternate Service*
12/08/2024	Answer and Counterclaim - Divorce, Annulment, Separate Maint Filed by: Counter Claimant Anaya Aguilar, Raphiely Sarahi *[8] Answer to Plaintiff's Complaint for Annulment or in the Alternative for Divorce and Counterclaim for Divorce*
12/08/2024	Request for Issuance of Joint Preliminary Injunction Filed By: Counter Claimant Anaya Aguilar, Raphiely Sarahi *[9] Defendant's Request for Issuance of Joint Preliminary Injunction*
12/08/2024	Lis Pendens Filed by: Counter Claimant Anaya Aguilar, Raphiely Sarahi *[10] Notice of Lis Pendens*
12/09/2024	NRCP 16.2 Case Management Conference Order *[11] Order Setting Case Management Conference and Directing Compliance with NRS 16.2/16.205*
12/11/2024	Joint Preliminary Injunction Filed by: Counter Claimant Anaya Aguilar, Raphiely Sarahi For: Counter Defendant Garcia, Julia Guadalupe *[12] Joint Preliminary Injunction - Emailed to rebecca@gallardolawgroup.com*
12/15/2024	Motion Filed By: Counter Claimant Anaya Aguilar, Raphiely Sarahi *[13] Defendant's Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney's Fees and Costs, and for Related Relief*
12/16/2024	Ex Parte Application Filed by: Counter Claimant Anaya Aguilar, Raphiely Sarahi *[14] Ex Parte Application for an Order Shortening Time to Hear Defendant's Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney's Fees and Costs, and for Related Relief*
12/18/2024	Clerk's Notice of Hearing *[15] Clerk's Notice of Hearing*
12/18/2024	Order Shortening Time *[16] Order Shortening Time*
01/22/2025	Exhibits Filed By: Counter Claimant Anaya Aguilar, Raphiely Sarahi *[17] Exhibits in Support of Defendant's Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney's Fees and Costs and for Related Relief*
02/05/2025	Financial Disclosure Form Filed by: Counter Claimant Anaya Aguilar, Raphiely Sarahi *[18] General Financial Disclosure Form*

02/13/2025	Exhibits Filed By: Counter Claimant Anaya Aguilar, Raphiely Sarahi *[19] Supplemental Exhibits in Support of Defendant's Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney's Fees and Costs and for Related Relief*
02/13/2025	Stricken Document *[20] ***STRICKEN PER MINUTE ORDER 02/13/2025*** Spousal deed*
02/13/2025	Stricken Document *[21] ***STRICKEN PER MINUTE ORDER 02/13/2025*** Continuation*
02/13/2025	Motion Filed By: Counter Defendant Garcia, Julia Guadalupe *[22] Plaintiff's Motion for Reconsideration*
02/13/2025	Trial Management Order *[23] Trial Management Order*
02/13/2025	Financial Disclosure Form *[24] General Financial Disclosure Form*
02/14/2025	Clerk's Notice of Hearing *[25] Notice of Hearing*
02/14/2025	Stricken Document *[26]***STRICKEN PER ORDER 10/23/2025***[26] Bank statement*
02/14/2025	Stricken Document *[27]***STRICKEN PER ORDER 10/23/2025***[27] Bank statements*
03/17/2025	Notice of Hearing *[28] Notice of Hearing*
03/28/2025	Order *[29] Order After Hearing on February 13, 2025*
05/09/2025	Stricken Document *[30]***STRICKEN PER ORDER 10/23/2025***[30] ***Duplicate*** Plaintiff's Motion for Summary Judgment*
05/11/2025	Stricken Document *[31]***STRICKEN PER ORDER 10/23/2025***[31] Plaintiff's Motion for Summary Judgment*
05/11/2025	Stricken Document Filed by: Counter Defendant Garcia, Julia Guadalupe *[32]***STRICKEN PER ORDER 10/23/2025***[32] Exhibits*
05/11/2025	Stricken Document Filed by: Counter Defendant Garcia, Julia Guadalupe *[33]***STRICKEN PER ORDER 10/23/2025***[33] Exhibits*
05/11/2025	Opposition and Countermotion Filed By: Counter Claimant Anaya Aguilar, Raphiely Sarahi *[34] Defendant's Opposition to Plaintiff's Motion for Reconsideration and Countermotion for Attorney's Fees and Costs and for Related Relief*
05/12/2025	Stricken Document Filed by: Counter Defendant Garcia, Julia Guadalupe *[35]***STRICKEN PER ORDER 10/23/2025***[35] Response of Julia Garcia to Defendant's Opposition and Countermotion for Attorney's Fees and Costs*
05/12/2025	Clerk's Notice of Hearing *[36] Clerk's Notice of Hearing*
05/12/2025	

Stricken Document
Filed by: Counter Defendant Garcia, Julia Guadalupe
*[37]***STRICKEN PER ORDER 10/23/2025***[37] Reply to Opposition and/or Countermotion*

05/12/2025 Stricken Document
Filed by: Counter Defendant Garcia, Julia Guadalupe
*[38]***STRICKEN PER ORDER 10/23/2025***[38] **Duplicate** Response of Julia Garcia to Defendant's Opposition and Countermotion for Attorney's Fees and Costs*

05/12/2025 Stricken Document
Filed by: Counter Defendant Garcia, Julia Guadalupe
*[39]***STRICKEN PER ORDER 10/23/2025***[39] Exhibits*

05/12/2025 Stricken Document
Filed by: Counter Defendant Garcia, Julia Guadalupe
*[40]***STRICKEN PER ORDER 10/23/2025***[40] Exhibits*

05/12/2025 Clerk's Notice of Hearing
[41] Clerk's Notice of Hearing

07/15/2025 Notice of Rescheduling of Hearing
[42] Notice of Rescheduling of Hearing

07/22/2025 Stricken Document
Filed by: Counter Defendant Garcia, Julia Guadalupe
*[43]***STRICKEN PER ORDER 10/23/2025***[43] Plaintiff's Unoppsed Motion for Summary Judgment with Incorporated Memorandum of Points and Authorities*

07/22/2025 Clerk's Notice of Hearing
[44] Clerk's Notice of Hearing

07/22/2025 Stricken Document
Filed by: Counter Defendant Garcia, Julia Guadalupe
*[45]***STRICKEN PER ORDER 10/23/2025***[45] ***No Hearing Designation*** Plaintiff's Emergency Motion To Vacate Hearing And For Immediate Summary Judgment*

07/23/2025 Clerk's Notice of Nonconforming Document
[46] Clerks Notice of Nonconforming Document

07/30/2025 Order
[47] Behavior Order

09/02/2025 Motion
Filed By: Counter Defendant Garcia, Julia Guadalupe
*[48] Motion to Disqualify Judge Mari D. Parlade For Bias Or Prejudice And Memorandum of Points & Authorities *No Hearing Designation**

09/02/2025 Affidavit
Filed By: Counter Defendant Garcia, Julia Guadalupe
[49] Affidavit of Julia Guadalupe Garcia In Support of Motion to Disqualify Judge Mari D. Parlade Due to Bias or Prejudice

09/02/2025 Receipt of Copy
Filed By: Counter Defendant Garcia, Julia Guadalupe
[50] Receipt of Copy

09/04/2025 Clerk's Notice of Hearing
[51] Clerk's Notice of Hearing

09/04/2025 Response
[52] RESPONSE TO JULIA GUADALUPE GARCIA

09/04/2025 Certificate of Service
[53] Certificate of Service by Mail

09/11/2025 Notice of Hearing
[54] Notice Of Order To Show Cause Cause Hearing

10/07/2025 Order
[55] ORDER RE PLAINTIFF S MOTION SEEKING DISQUALIFICATION OF JUDGE DUE TO BIAS OR PREJUDICE

10/23/2025 Order
[56] Order Following Hearing on July 23, 2025

10/23/2025 Pre-trial Memorandum
Filed By: Counter Defendant Garcia, Julia Guadalupe
[57] Pre-trial Memorandum

10/23/2025 Pre-trial Memorandum
Filed By: Counter Claimant Anaya Aguilar, Raphiely Sarahi
[58] Defendant's Pre-trial Memorandum

11/06/2025 Financial Disclosure Form
Filed by: Counter Claimant Anaya Aguilar, Raphiely Sarahi
[59] Defendant's Financial Disclosure Form

11/06/2025 Financial Disclosure Form
Filed by: Counter Defendant Garcia, Julia Guadalupe
[60] Financial Disclosure

11/06/2025 Production of Documents
Filed by: Counter Defendant Garcia, Julia Guadalupe
[61] Production of Documents

11/07/2025 Exhibits
Filed By: Counter Defendant Garcia, Julia Guadalupe
[62] Exhibits

11/07/2025 Reply
[63] Plaintiff's Reesponse to the Pre-Trial Memorandum

11/14/2025 Memorandum
Filed By: Counter Claimant Anaya Aguilar, Raphiely Sarahi
[64] Defendant's Memorandum of Fees and Costs

11/21/2025 Opposition
[65] Opposition To Defendants Memorandum of Fees and Costs

11/21/2025 Notice of Appeal
Filed By: Counter Defendant Garcia, Julia Guadalupe
[66] Notice of Appeal

11/24/2025 Case Appeal Statement
[67] Case Appeal Statement

11/24/2025 Opposition
Filed By: Counter Defendant Garcia, Julia Guadalupe
[68] Amended Plaintiffs Opposition To Defendants Memorandum Of Fees And Costs Plaintiffs Opposition To Defendants Memorandum O

01/06/2026 Brief
Filed By: Counter Claimant Anaya Aguilar, Raphiely Sarahi
[69] Defendant's Closing Brief

01/06/2026 Brief
Filed By: Counter Defendant Garcia, Julia Guadalupe
[70] Plaintiff's Closing Statement Petition for Annulment and Notice of Continuing Objections and Preservation of Error

01/06/2026 Notice
Filed By: Counter Defendant Garcia, Julia Guadalupe
[71] Plaintiff's Notice of Non-Waiver and Reservation of Appellate Rights

01/06/2026 Amended Notice
Filed by: Counter Defendant Garcia, Julia Guadalupe
[72] Plaintiff's Notice of Non-Waiver and Reservation of Appellate Rights

02/03/2026 NV Supreme Court Clerks Certificate/Judgment - Dismissed
[73] Nevada Supreme Court Clerk's Certificate/Remittitur Judgment - Dismissed

03/13/2026 Decree of Divorce
[74] Findings of Fact, Conclusions of Law, and Decree of Divorce

03/13/2026 Notice of Entry of Decree
Party: Counter Claimant Anaya Aguilar, Raphiely Sarahi
[75] Notice of Entry of Decree

04/03/2026 Memorandum
Filed By: Counter Claimant Anaya Aguilar, Raphiely Sarahi
[76] Memorandum of Fees and Costs

04/07/2026 Notice of Appeal
Filed By: Counter Defendant Garcia, Julia Guadalupe
[77] Notice of Appeal

04/07/2026 Application to Proceed in Forma Pauperis
Filed By: Counter Defendant Garcia, Julia Guadalupe
[78] Application to Proceed in Forma Pauperis

04/08/2026 Case Appeal Statement
Case Appeal Statement

HEARINGS

01/24/2025 **Minute Order** (10:45 AM) (Judicial Officer: Parlade, Mari D.)
Minute Order - No Hearing Held;

02/13/2025 **Case Management Conference** (10:30 AM) (Judicial Officer: Parlade, Mari D.)
Non Jury Trial; See All Pending Motions on 02/13/25.

02/13/2025 **Motion** (10:30 AM) (Judicial Officer: Parlade, Mari D.)
Defendant's Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney's Fees and Costs, and for Related Relief
See 1.24.25 Minute Order
Per Minute Order on 1/24/2025
Granted; See All Pending Motions on 02/13/25.

02/13/2025 **All Pending Motions** (10:30 AM) (Judicial Officer: Parlade, Mari D.)

MINUTES
Matter Heard;

03/27/2025 *CANCELED* **Order to Show Cause** (10:30 AM) (Judicial Officer: Parlade, Mari D.)
Vacated
RE: Past Due Order from the hearing on 2/13/2025. Atty Blair was to prepare the order.

04/08/2025 *CANCELED* **Motion** (10:00 AM) (Judicial Officer: Parlade, Mari D.)
Vacated
Plaintiff's Motion for Reconsideration

05/12/2025 *CANCELED* **Motion** (8:45 AM) (Judicial Officer: Parlade, Mari D.)
Vacated
Plaintiff's Motion for Reconsideration

06/05/2025 **Minute Order** (11:00 AM) (Judicial Officer: Parlade, Mari D.)
Minute Order - No Hearing Held;

07/23/2025 **Opposition & Countermotion** (9:00 AM) (Judicial Officer: Parlade, Mari D.)
[34] Defendant's Opposition to Plaintiff's Motion for Reconsideration and Countermotion for Attorney's Fees and Costs and for Related Relief
Granted in Part; Att. Fees

07/23/2025 **Motion** (9:00 AM) (Judicial Officer: Parlade, Mari D.)
[31] Plaintiff's Motion for Summary Judgment
Denied;

07/23/2025 **Motion** (9:00 AM) (Judicial Officer: Parlade, Mari D.)
Plaintiff's Unopposed Motion for Summary Judgment with Incorporated Memorandum of Points and Authorities
Denied;

07/23/2025 **All Pending Motions** (9:00 AM) (Judicial Officer: Parlade, Mari D.)
Matter Heard;

09/18/2025 **Order to Show Cause** (9:00 AM) (Judicial Officer: Moss, Cheryl B.)
RE: Past Order from the hearing on 7/23/2025. Atty Blair was to prepare the order.
Matter Continued;

10/02/2025 *CANCELED* **Hearing** (9:30 AM) (Judicial Officer: Wiese, Jerry A.)
Vacated - per Judge
[48] Motion to Disqualify Judge Mari D. Parlade For Bias Or Prejudice And Memorandum of Points & Authorities

10/02/2025 **Hearing** (9:30 AM) (Judicial Officer: Wiese, Jerry A.)
[48] Motion to Disqualify Judge Mari D. Parlade For Bias Or Prejudice And Memorandum of Points & Authorities
Under Advisement;

10/23/2025 **Calendar Call** (10:00 AM) (Judicial Officer: Parlade, Mari D.)
Parties may appear via Zoom
Matter Heard;

10/23/2025 *CANCELED* **Order to Show Cause** (10:00 AM) (Judicial Officer: Parlade, Mari D.)
Vacated
Re: Past due Order from 7/23/25. Att Blair to prepare Order

11/07/2025 **Non-Jury Trial** (9:00 AM) (Judicial Officer: Parlade, Mari D.)
re: Divorce and Related Issues (Full Day - In Person)
Under Advisement;

01/05/2026 *CANCELED* **No Appearance Required** (5:00 PM) (Judicial Officer: Parlade, Mari D.)
Vacated
Closing Briefs

SERVICE

11/14/2024 **Summons**
Anaya Aguilar, Raphiely Sarahi
Unserved

Electronically Filed
03/13/2026 5:04 PM
CLERK OF THE COURT

DECD

EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

JULIA GUADALUPE GARCIA, Plaintiff, VS. RAPHIELY SARAHI ANAYA AGUILAR, Defendant.	Case No.: D-24-699327-L Dept.: A Hearing Date: November 7, 2025 Hearing Time: 9:00 a.m.

FINDINGS OF FACTS, CONCLUSIONS OF LAW AND

DECREE OF DIVORCE

This matter having come on for a Non-Jury Trial before the HONORABLE MARI D. PARLADÉ on November 7, 2025 at 9:00 a.m.; Plaintiff, JULIA GUADALUPE GARCIA present and appearing in proper person, and Defendant, RAPHIELY SARAHI ANAYA AGUILAR, present and representing by REBECCA BLAIR, ESQ. The Court having reviewed all of the evidence produced at the time of Evidentiary Hearing, the testimony of the witnesses, specifically referencing Plaintiff and Defendant, the exhibits offered and admitted by Plaintiff and Defendant, and the arguments of Counsel and closing briefs, and good cause of appearing, the Court makes the following Findings of Facts, Conclusions of Law and Final Orders:

MARI D. PARLADÉ
DISTRICT JUDGE
FAMILY DIVISION,
DEPARTMENT A
LAS VEGAS, NV

Statistically closed: USJR-FAM-Judgment Reached (Bench Trial) (UJRA)

I.

PROCEDURAL HISTORY

1. THE COURT FINDS the parties, Plaintiff Julia Guadalupe Garcia ("Julia") and Defendant Raphiely Sarahi Anaya Aguilar ("Raphiely") were married on December 5, 2023 in Redding, California.
2. On November 14, 2024, Julia filed her *Complaint for Annulment*.
3. On December 8, 2024, Raphiely filed her *Answer and Counterclaim to Plaintiff's Complaint for Annulment or in the Alternative for Divorce and Counterclaim for Divorce*, *Request for Issuance of Joint Preliminary Injunction*, and *Notice of Lis Pendens*.
4. On December 11, 2024, the Court issued a *Joint Preliminary Injunction*.
5. On December 15, 2024, Raphiely filed her *Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney's Fees and Costs and for Related Relief*.
6. On January 22, 2025, Raphiely filed her *Exhibits in Support of Defendant's Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney's Fees and Costs and for Related Relief*.
7. On February 5, 2025, Raphiely filed her *General Financial Disclosure Form (FDF)*.
8. On February 13, 2025, the parties and Raphiely's counsel appeared before this Court for the Case Management Conference and a hearing on Raphiely's *Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney's*

MARI D. PARLADÉ
DISTRICT JUDGE
FAMILY DIVISION,
DEPARTMENT A
LAS VEGAS, NV

Fees and Costs and for Related Relief.[1] THE COURT ORDERED that Julia's Exhibits filed on February 13, 2025 [Docket No. 20 and Docket No. 21] shall be STRICKEN from the record. THE COURT FURTHER ORDERED that Julia shall re-file ***and serve*** her Exhibits with the proper header and case caption if she wants these to be part of the record. THE COURT FURTHER ORDERED that Raphiely's *Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney's Fees and Costs, and for Related Relief* is GRANTED. THE COURT FURTHER ORDERED that the Real Property located at 22 Diamond Circle, Las Vegas, NV 89106 is presumed Community Property. THE COURT FURTHER ORDERED that Raphiely is awarded EXCLUSIVE POSSESSION of the Marital Residence. THE COURT FURTHER ORDERED that Julia shall transfer the Marital Residence back into her name pending the Non-Jury Trial no later than end of business February 13, 2025. THE COURT FURTHER ORDERED that Attorney Blair shall prepare a Quitclaim Deed that shall be executed by Julia by close of business February 13, 2025. THE COURT FURTHER ORDERED that Julia shall file and record the Quitclaim Deed no later than end of business February 13, 2025 and shall bear the costs thereon. THE COURT FURTHER ORDERED that Julia shall also bear the costs for Attorney Blair to prepare the Quitclaim Deed. THE COURT FURTHER ORDERED that if the Quitclaim Deed is not executed, filed, and recorded by February 13, 2025, then Attorney Blair shall be authorized to have

[1] The Order After Hearing on February 13, 2025 was issued on March 28, 2025.

MARI D. PARLADÉ
DISTRICT JUDGE
FAMILY DIVISION,
DEPARTMENT A
LAS VEGAS, NV

the Clerk of the Court execute the Quitclaim Deed, transferring the Marital Residence to Joint Ownership between Julia and Raphiely. Attorney Blair shall file and record the Quitclaim Deed. THE COURT FURTHER ORDERED that Attorney Blair may submit an Ex Parte Request to address Julia's non-compliance with the orders contained herein. THE COURT FURTHER ORDERED that Julia shall bear the fees and costs due to Non-Compliance, i.e. due to Julia's failure to prepare and record the Quitclaim Deed returning the real property located at 22 Diamond Circle by February 13, 2025. THE COURT FURTHER ORDERED that Julia shall turn over ALL ACCESS to the marital residence, including ALL ONLINE LOGIN information, to Raphiely within Two (2) Hours. THE COURT FURTHER ORDERED that Raphiely is granted the authority to communicate directly with the mortgage company and/or mortgage servicer associated with the marital residence located at 22 Diamond Circle, Las Vegas, NV 89106. THE COURT FURTHER ORDERED that the parties shall cooperate to transfer all accounts to Raphiely's name. THE COURT FURTHER ORDERED that Raphiely shall be responsible for maintaining the marital residence, which includes paying for the mortgage, utilities, and solar panels. THE COURT FURTHER ORDERED that the parties shall work together to preserve the marital residence located at 22 Diamond Circle, which includes cooperating to secure a FORBEARANCE on the mortgage. THE COURT FURTHER ORDERED that, in the event either party has already secured a forbearance on the marital residence located at 22 Diamond Circle, Las Vegas, NV

MARI D. PARLADÉ
DISTRICT JUDGE
FAMILY DIVISION,
DEPARTMENT A
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89106, both parties shall cooperate to execute the documents associated with such forbearance. THE COURT FURTHER ORDERED that Julia shall NOT interfere with the FORBEARANCE process and must comply with the forbearance process. THE COURT FURTHER ORDERED that, in the event that a forbearance is granted, Raphiely must make mortgage payments in accordance with such forbearance if she wishes to maintain exclusive possession of the marital residence. THE COURT FURTHER ORDERED that, in the event that a forbearance is not granted, Raphiely must make the bare minimum payment to preserve the community asset. THE COURT FURTHER ORDERED that Julia shall cooperate with the activation of the Solar Panels so as long as Julia signed the contract for the Solar Panels, which Attorney Blair shall attach to the Order Following Hearing on February 13, 2025. THE COURT FURTHER ORDERED that Julia must comply with executing any authorization, including any authorization requested by NV Energy, Sunnova, and/or Solar1, for activation of the Solar Panels per the attached Exhibit A, Solar Panel Contract signed by Julia as referenced in the immediate above paragraph, page 7, lines 17-21. THE COURT FURTHER ORDERED that Attorney Blair shall provide Julia with the Revenue Statements from the Community Business. THE COURT FURTHER ORDERED that, upon receiving the forbearance, if at any time Raphiely fails to pay the Mortgage and it becomes delinquent beyond Thirty (30) days, then the Marital Residence shall be LISTED FOR SALE immediately, the matter shall be placed back on calendar by way of a

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Motion and Order Shortening Time (OST), and the Sale Proceeds shall be placed in TRUST pending the Non-Jury Trial. IT IS FURTHER ORDERED that the parties shall NOT initiate any Eviction actions and/or Summary Eviction proceedings on the marital property. IT IS FURTHER ORDERED that the parties shall NOT transfer any Marital Assets outside of the community. THE COURT FURTHER ORDERED that Julia shall file and serve an updated Financial Disclosure Form (FDF) with supporting documentation, including proof of income, such as pay stubs and/or profit and loss statements, and including bank records for the past six (6) months, no later than end of business February 14, 2025. THE COURT FURTHER ORDERED that Raphiely's request to be awarded Attorney's Fees and Costs is GRANTED, which is subject to Attorney Blair filing a Memorandum of fees and costs, to include the *Brunzell* Analysis, and the review of each party's Financial Disclosure Form. THE COURT FURTHER ORDERED that Discovery is open and 16.2 Disclosures shall be exchanged. THE COURT FURTHER ORDERED that Parties shall comply with Discovery Requests and Responses. THE COURT FURTHER ORDERED that the Calendar Call is set on October 23, 2025 at 10:00 AM. THE COURT FURTHER ORDERED that the Non-Jury Trial is also set On November 7, 2025 at 9:00 AM for a full day. THE COURT FURTHER ORDERED that each party's marital waste claims shall be addressed at the Non-Jury Trial. THE COURT FURTHER ORDERED that the Temporary Orders are subject to re-tax and/or reapportionment at the Non-Jury Trial.

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9. On February 13, 2025, Raphiely filed her *Supplemental Exhibits in Support of Defendant's Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney's Fees and Costs and for Related Relief.*

10. On February 13, 2025, Julia filed her *Motion for Reconsideration* and *General Financial Disclosure Form*.

11. On February 13, 2025, this Court issued a Trial Management Order setting the Calendar Call for October 23, 2025 at 10:00 a.m., the Evidentiary Hearing for November 7, 2025, at 9:00 a.m., and the deadline for submission of Pre-Trial Memorandums for October 16, 2025.

12. On May 11, 2025, Raphiely filed her *Opposition to Plaintiff's Motion for Reconsideration and Countermotion for Attorney's Fees and Costs and for Related Relief*.

13. On July 15, 2025, this Court issued a Notice of Rescheduling of Hearing regarding *Defendant's Opposition to Plaintiff's Motion for Reconsideration and Countermotion for Attorney's Fees and Costs and for Related Relief* for July 23, 2025, at 9:00 a.m.

14. On July 23, 2025, the parties and Raphiely's counsel appeared before this Court on Julia's *Motion for Summary Judgment* and Raphiely's corresponding Opposition and Countermotion thereto.[2] Certified Spanish interpreter Jeannette Encinas was present to assist Raphiely. THE COURT NOTED that it could not hear Julia and

[2] The Order After Hearing on July 23, 2025 was issued on October 23, 2025.

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stated that if Julia was choosing to appear by Zoom, she must have the technology to appear. The Court instructed Julia to call the Courtroom at (702) 455-5034 immediately, if she wanted to participate, otherwise the Court would proceed without her. THE COURT NOTED it gave Julia plenty of opportunities to participate in the Hearing via technology, but Julia she failed to participate, therefore, the Court proceeded with the hearing. THE COURT ORDERED that based on EDCR 5.205 and NRCP 5(b)(1), Documents 26, 27, 30, 31, 32, 33, 35, 37, 38, 39, 40, 43, and 45 should be stricken from the record as fugitive documents. THE COURT FURTHER ORDERED that Julia's Motion for Summary Judgment is DENIED. THE COURT FURTHER ORDERED that Raphiely's Countermotion for Attorney's Fees is GRANTED with a separate Order regarding Attorney's Fees to be submitted by Ms. Blair. THE COURT FURTHER ORDERED that the community property located at 22 Diamond Circle, Las Vegas, NV 89106 is presumed community property and should be reverted back to the litigants. THE COURT FURTHER ORDERED that neither party is allowed to transfer the marital property away from the community to any trusts or LLCs. THE COURT FURTHER ORDERED that the marital property is not to be sold or otherwise transferred pending trial. THE COURT FURTHER ORDERED that if Julia has failed to sign the relevant Quitclaim Deed transferring the real property located at 22 Diamond Circle, Las Vegas, Nevada 89106, to the parties; therefore, the Clerk of the Court is immediately empowered to sign said Quitclaim Deed transferring said real property

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to Julia and Raphiely without further order of the Court. THE COURT FURTHER ORDERED that any Lis Pendens are to remain on the property. THE COURT FURTHER ORDERED that Attorney Blair shall submit the Quitclaim Deed referenced herein to the Clerk of the Court for review and signature. THE COURT FURTHER ORDERED that Raphiely is awarded attorney's fees and costs associated with the relevant process of presenting the Quitclaim Deed to the Clerk of the Court for signature, including all attorney's fees and costs associated with recording said Quitclaim Deed. Attorney Blair should include attorney's fees and costs associated with processing said Quitclaim Deed in her Memorandum of Fees and Costs associated with the Court's Order granting Raphiely's attorney's fees and costs in the instant matter.

15. On July 30, 2025, this Court issued a Behavior Order, which stated, in pertinent part:

    a. No abusive contact (foul language, name calling, etc.) including telephone calls, voicemails, letter, email, texts, all forms of social media, etc., to the other party or to the child(ren).

    b. Avoid unnecessary contact with the other party's "significant other" and friends not in common with you and do not initiate conflicts with them.

    c. No unnecessary contact with other people associated with or to the other party for purposes of discussing court proceedings or making

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negative/disparaging allegations against the other party (this includes all forms of social media).

d. You will advise all of your friends, relatives and "significant other" not to disparage, criticize or harass the other party, and that co-parenting require facilitating a positive relationship with the other party; that you could have your parenting time limited if you are unable to stop their negative behavior, and that you may be sanctioned if the Court finds that you are knowingly allowing them to violate the Behavior Order.

e. No harassment at the other party's place(s) of employment, including contacting the employer to make negative or disparaging allegations; or to send or drop off evidence as it relates to these court proceedings that appears reasonably designed to put them, or likely to put them in a bad light or to get them fired, or to have them suffer negative consequences as a result.

f. No providing copies of unsolicited documents (personal letters, court pleading, emails, texts, et.) to anyone associated with a party (significant others, family members, neighbors, employers, etc.) for the intended purpose of shedding the other party in a negative light.

g. Neither party shall post, nor shall you allow significant others or family members on social media to post, including, but not limited to Facebook, Twitter, YouTube, Instagram, LinkedIn, Tumblr, and Google+, any

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negative or disparaging allegation against or negative image of the other party or anyone associated with the other party.

h. There shall be no spoliation, destruction, alteration or modification of electronic evidence such as emails, texts, social media of all forms, or voicemails, audio recordings, video recording, or phones, iPads, etc., with any information that either party or the Court may deem relevant to the current court proceedings.

i. There shall be no invasion of the electronic devices, email accounts, social media accounts, separate bank accounts, safe deposit boxes, separate residences or separate vehicles, etc. of the other party.

j. Except as modified herein, all other court orders remain in full force and effect.

16. On September 2, 2025, Julia filed her *Motion to Disqualify Judge Mari D. Parladé for Bias or Prejudice and Memorandum of Points & Authorities* and *Affidavit Seeking Disqualification of Judge Mari D. Parladé Due to Bias or Prejudice*.

17. On September 4, 2025, the Judge Parladé filed her *NRS 1.235(6) Response to Julia Garcia's Affidavit Seeking Disqualification of Judge Due to Bias or Prejudice*.

18. On October 7, 2025, the Honorable Chief Judge Jerry Wiese issued his Order DENYING *Plaintiff's Motion Seeking Disqualification of Judge Due to Bias or Prejudice*.

19. On October 23, 2025, Julia filed her Pre-Trial Memorandum.

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20. On October 23, 2025, Raphiely filed her Pre-Trial Memorandum.
21. On November 6, 2025, Raphiely filed her Updated FDF.
22. On November 7, 2025, Julia filed her *Response to Defendant's Pre-Trial Memorandum*.
23. On November 7, 2025, the parties and Raphiely's counsel appeared before the Court for the Evidentiary Hearing. Raphiely was assisted by a Court-certified Spanish interpreter. The parties were administered the oath, sworn in, and provided testimony. The following witnesses testified at trial: Raphiely Aguilar, Jose Manuel Mendoza, and Julia Garcia. The parties stipulated to admit the following exhibits: Plaintiff's Exhibits 1 – 7 and Defendant's Exhibits A – CC. THE COURT ORDERED that Closing Briefs and Proposed Findings of Fact and Conclusions of Law must be submitted to the opposing party and Department A by January 5, 2026 at 5:00 p.m.
24. On November 14, 2024, Raphiely filed her *Memorandum of Fees and Costs*.
25. On November 21, 2025, Julia filed her *Opposition to Defendant's Memorandum of Fees and Costs* and *Notice of Appeal*.
26. On November 24, 2025, a Case Appeal Statement was issued.
27. On November 24, 2025, Julia filed her *Amended Opposition to Defendant's Memorandum of Fees and Costs*.
28. On January 6, 2026, Raphiely filed her Closing Brief.

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29. On January 6, 2026, Julia filed her *Closing Statement Petition for Annulment and Notice of Continuing Objections and Preservation of Error, Notice of Non-Waiver and Reservation of Appellate Rights,* and *Amended Notice of Non-Waiver and Reservation of Appellate Rights.*

30. On January 12, 2026, the Supreme Court of the State of Nevada issued an *Order Dismissing Appeal* wherein the Supreme Court noted that no final judgment had been entered in this matter. Therefore, the Supreme Court of Nevada DISMISSED Julia's appeal.

31. This Court's Findings of Fact, Conclusions of Law and Decision follow.

II.

FINDINGS OF FACT

32. THE COURT HEREBY FINDS that both parties are bona fide residents of Nevada and that both parties have submitted themselves to the jurisdiction of the State of Nevada.

33. This Court has subject matter jurisdiction over this matter and personal jurisdiction over the parties.

34. The parties were married on December 5, 2023, in Redding, California

35. There are no children born the issue of the parties' relationship, that there are no minor children adopted by the parties, and that neither party is now pregnant.

36. The parties are incompatible, so as to render it impossible for them to continue to live together in a normal marital relationship; that there exist conflicts in

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personalities and dispositions which are so deep as to be irreconcilable.

37. THE COURT FURTHER FINDS that Julia did not provide any credible testimony or substantial evidence to support her claim for an annulment. Furthermore, Julia has not established a valid legal basis for her request for annulment.

38. THE COURT FURTHER FINDS that Raphiely provided credible testimony and substantial exhibits establishing that Julia knowingly, willingly, and voluntarily entered into, and remained in, a marriage with Raphiely -- as established by the many photos that Raphiely provided of the parties' early relationship and courtship, the parties' marriage, and the evidence of the parties' actions as a married couple, to include their purchase of the marital residence, their joint relocation from California to Nevada, and the use of the parties' bank accounts to pay for community expenses including their expenses for the community business, the Terrenazo Del Rio Food Truck. THEREFORE Julia's request for annulment is DENIED.

39. THE COURT FURTHER FINDS that substantial evidence establishes that Julia frivolously presented an unwarranted claim for annulment; thereby multiplying the instant proceedings; which resulted in Raphiely having to incur substantial attorney fees and costs to defend against Julia's baseless claims.

Marital Residence

40. THE COURT FURTHER FINDS that during the marriage, the parties purchased the Marital Residence located at 22 Diamond Circle, Las Vegas, Nevada 89106.

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41. Raphiely credibly testified that the funds used for the down payment of the marital residence was derived from the sale of her separate property in California. Raphiely's testimony was corroborated by her bank statements and the corresponding exhibits.[3]

42. During trial, Raphiely presented recent values for the Marital Residence from Realtor.com, Redfin, and Zillow. Taking all three (3) property values into account, the average is $411,165. Therefore, Raphiely contends that the marital property is presently worth $411,165. Julia did not present any credible evidence to refute Raphiely's testimony.

43. Raphiely testified that the mortgage on said property reflected an outstanding balance of $404,098.25, as of October 2025.

44. Raphiely testified that the community assets and debts should be inequitably divided in her favor due to Julia's bad faith actions during the marriage and in the instant proceedings.

45. Raphiely requests this Court to award her the Marital Residence as her sole and separate property along with all personal property and equity associated with the Marital Residence. If the Marital Residence is valued at $411,165 with a mortgage of $404,098.25 as of October 2025, then the remaining equity would be approximately $7,000.

46. Julia contends that Raphiely's down payment on the Marital Residence was a gift.

[3] Defendant's Exhibit E, Bates #DEF00012 – DEF00013.

Furthermore, Julia contends that the Marital Residence, along with all equity, is her sole and separate property.

47. THE COURT FINDS AND CONCLUDES that all property acquired during the marriage is presumed to be community property. Further, it is generally accepted that gift letters regarding down payments between spouses do not necessarily indicated a gift per se. Rather, the Court should look at the conduct of the parties surrounding said transaction and real property.

48. The evidence establishes that Raphiely provided the down payment used to acquire the Marital Residence.

49. Exhibit E bank statements establish that on 5/8/24, $133,668.87 was deposited into Raphiely's account via Escrow. These funds derived from the sale of a different property. Furthermore, Bates DEF00013 demonstrates that on 5/15/24, a substantial credit in the amount of **$29,897.15** towards the marital residence located at 22 Diamond Cir. came out of Raphiely's bank account.

50. Exhibit E further establishes that a mortgage payment of $3,180.32 from Raphiely's bank account was made on 7/3/24.

51. Exhibit F establishes that an additional $3,180.32 mortgage payment from Raphiely's bank account on 8/2/24. Exhibit F #DEF00035.

52. Exhibit T establishes that the following mortgage payments were made form Degendant's account on said dates:

    a. $3,180.32 on 11/13/24. Exhibit T, #DEF00358;

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b. $3,258.47 on 6/3/25. Exhibit T, #DEF00412;

c. $3,268.58 on 7/1/25. Exhibit T, #DEF00419.

d. $2,268.58 on 8/5/25. Exhibit T, #DEF00426.

e. $1,000.00 on 8/13/25. Exhibit T, DEF00426.

f. $1,500.00 on 9/4/25. Exhibit T, #00433.

g. $1,768.58 on 9/16/25. *Id*.

53. Based upon the Court's observations of the parties' demeanor, body language and testimony at trial vis-à-vis the evidence admitted, as well as the papers and pleadings in the record, and the Court's observations of the parties' demeanor at prior proceedings concerning this matter, THE COURT FINDS that Raphiely's testimony concerning the marital property and the payments she made towards the acquisition and mortgage of said property was detailed, consistent, credible and corroborated by substantial credible evidence, whereas Julia's testimony is not.

54. Julia contends that the marital property is her sole and separate property because it is titled solely in her name. Raphiely credibly established that the parties intended for the property to be community as it was purchased during the marriage. Raphiely credibly established that the property was solely in Julia's name due to her credit.

55. Based upon the Court's observations of the parties' demeanor, body language and testimony at trial concerning the marital property, THE COURT FINDS that Raphiely is substantially more credible than Julia.

56. FURTHERMORE, THE COURT FINDS that the conduct of the parties clearly

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demonstrates that the parties intended for the Marital Residence to be community property. Julia failed to overcome the community property presumption with clear and convincing evidence. THEREFORE, THE COURT FINDS that the marital residence is community property.

57. THE COURT FURTHER FINDS that Raphiely used the proceeds from the sale of her separate property towards the down payment (**$29,897.15**) of the marital property. Julia contends this was a gift. Raphiely denies that this was a gift.

58. Based upon the Court's observations of the parties' demeanor, body language and testimony at trial concerning the marital property and Raphiely's **$29,897.15** down payment for said property, THE COURT FINDS that Raphiely is substantially more credible than Julia.

59. THEREFORE, THE COURT FINDS that Raphiely did not intend to gift the community with **$29,897.15** of her separate property proceeds; THEREFORE, before the equity of the marital property is distributed, Raphiely is entitled to reimbursement for her **$29,897.15** separate property contribution.

Forbearance

60. Raphiely credibly established that she and Jose (the parties' third party paramour and the father of Raphiely's children) tried to work with the lender of the marital residence to salvage the property through a forbearance process, however Julia refused to cooperate, and because the property was titled in Julia's name, there was nothing Raphiely and Jose could do.

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61. Raphiely credibly testified that both she and Jose were at Julia's mercy because Julia was in the superior financial position, in that, due to her credit, the accounts were in Julia's name.

62. Raphiely credibly established that Julia's refusal to participate in the forbearance process for the marital residence put the property at risk of loss, including the risk of losing the **$29,897.15** separate property funds that Raphiely applied towards the purchase of the marital home.

63. Raphiely's credible testimony was corroborated by the evidence, including Jose's testimony.

64. Based upon the Court's observations of the parties' demeanor, body language and testimony at trial vis-à-vis the evidence admitted, as well as the papers and pleadings in the record, and the Court's observations of the parties' demeanor at prior proceedings concerning this matter, THE COURT FINDS that Raphiely's testimony concerning the marital property and the efforts she made to salvage the property notwithstanding Julia's gamesmanship is detailed, consistent, credible and corroborated by substantial credible evidence, whereas Julia's blanket denial is self-serving, disingenuous, not persuasive and wholly lacking in credibility.

Julia's Bad Faith Action (Litigation Gamesmanship)

65. On November 14, 2024, Julia, filed a Complaint for Annulment, or in the Alternative, for Divorce.

66. Raphiely credibly established that Julia filed her Complaint at or about the same

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time as when she initiated eviction proceedings to evict Raphiely and the parties' romantic partner, Jose, and Jose and Raphiely's five-year-old and seven-year-old children from the marital home.

67. Raphiely credibly established that Julia purposely waited to serve Raphiely with the eviction papers for the marital residence (i.e. 7-Day Notice To Quit) until she knew that Raphiely, Jose and their children would be out of town for the holidays.

68. Raphiely credibly established that she and Jose were fortunate to have cancelled their travel plans for the holidays, which is how she found out about the eviction proceedings. As a result of their cancelled trip, Raphiely received the eviction notice in time to successfully contest the eviction.

69. Raphiely credibly established that at the January 6, 2025 Eviction Hearing, the Hearing Master dismissed the complaint, noting that the eviction was entirely inappropriate as this is a family court matter. THE COURT TAKES JUDICIAL NOTICE of civil eviction case 24E039880.

70. Raphiely credibly established that when she went to the courthouse to investigate the eviction, she also learned that Julia had filed for annulment/divorce.

71. Raphiely further testified that Julia listed an erroneous address for Raphiely in the underlying family court matter. Instead of listing the Diamond Circle Marital Residence where Raphiely, Jose and their children reside – *which is the same residence that Julia initiated eviction proceedings against Raphiely at* -- Julia listed an address that Raphiely did **not** reside at.

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72. Raphiely credibly established that she lived at the marital residence from May 2024 to present, including the time of Julia's filing in November 2024, as corroborated by testimony and evidence presented at trial.

73. Raphiely credibly testified that prior to the January 6, 2025 eviction hearing, she found out that Julia had transferred title to the Marital Residence from herself to TNV Holdings Trust, without the Raphiely's knowledge.

74. At the February 13, 2025 Case Management Conference and hearing on Raphiely's *Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney's Fees and Costs, and for Related Relief* in the underlying matter, this Court found that the Marital Residence is presumed to be community property, and that the transfer of the Marital Residence and chargebacks that Julia had completed were precluded by the Joint Preliminary Injunction. As a result thereof, this Court granted Raphiely all of the temporary relief that she requested in her Motion, including her request for attorney's fees. This Court further specifically ordered Julia to return title to the Marital Residence back to her name from TNV Holdings.

75. At the February 13, 2025 Hearing, this Court ordered Raphiely's counsel to prepare a Quitclaim Deed for such purpose and that Julia would be responsible for the attorney's fees and costs involved in such process. In response thereto, Julia stated in open court that she would prepare and record the Quitclaim Deed from TNV back to herself, to avoid paying for Raphiely's attorney's fees and costs. This Court granted Julia's request and ordered her to execute the necessary documents to return

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title to the marital residence back to her name from TNV Holdings.

76. By the July 23, 2025 motion hearing, Julia still had not complied with this Court's Order to transfer the Marital Residence back to herself from TNV Holdings Trust. THEREFORE, this Court ordered that the Clerk of the Court to sign a Quitclaim Deed effectuating the Court's order that the Marital Residence be returned to the community pursuant to NRCP 70. Furthermore, this Court renewed its order that Julia would be responsible for associated attorney's fees and costs.

77. At the July 23, 2025 hearing, due to Julia's failure to effectuate proper service, the Court was forced to strike over ten (10) documents filed by Julia. The Court found that Julia had failed to meet her burden for a Motion for Summary Judgment and that her filing appeared baseless and frivolous.

78. Raphiely further contends that Julia has continued with her pattern of using the court process to prolong the instant proceedings by filing a premature appeal, prior to this court entering a final decree.

79. Julia denies Raphiely's assertions, yet she offers no substantial credible evidence to corroborate her blanket denial, which, based upon the Court's observations of the parties' demeanor, body language and testimony at trial vis-à-vis the evidence admitted, as well as the papers and pleadings in the record, and the Court's observations of the parties' demeanor at prior proceedings concerning this matter, THE COURT FINDS that whereas Raphiely's testimony was detailed, consistent, credible and corroborated by substantial credible evidence, Julia's testimony is not.

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THE COURT FURTHER FINDS that Julia's testimony is self-serving, disingenuous, not corroborated by any credible evidence and wholly lacking in credibility.

80. THEREFORE, THE COURT FINDS that Raphiely is more credible and persuasive than Julia, especially as it pertains to the court record and the pattern of gamesmanship and bad faith litigation tactics that Julia has engaged in, not only in this underlying proceeding, but also in the summary eviction proceedings, which were dismissed in Raphiely's favor.

81. THE COURT FURTHER FINDS that Julia's pattern of behavior, discussed *supra* and *infra*, provides this Court with compelling reasons to unequally divide the marital estate, as well as award Raphiely with any necessary and reasonable attorney fees incurred as a result of Julia's baseless and frivolous claims that were designed to harass Raphiely and unnecessarily multiply legal proceedings.

Solar Panels

82. Raphiely credibly established that she, Jose and their minor children resided at the Marital Residence full-time while Julia traveled back and forth to California for work.

83. The evidence further establishes that Julia and Jose undertook a significant encumbrance for the installation of solar panels on the Marital Residence.

84. Julia contends that she did not agree to the solar panels and that Raphiely and Jose perpetrated a fraud upon her by using her credit and social security number to

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encumber the property with solar panels in her name.

85. Raphiely credibly established that Julia not only knew about the solar panels but she consented to it.

86. Based upon the Court's observations of the parties' demeanor, body language and testimony at trial vis-à-vis the evidence admitted, as well as the papers and pleadings in the record, and the Court's observations of the parties' demeanor at prior proceedings concerning this matter, THE COURT FINDS that whereas Raphiely's testimony was detailed, consistent, credible and corroborated by substantial credible evidence, Julia's testimony is not. THE COURT FURTHER FINDS that Julia's testimony is self-serving, disingenuous, not corroborated by any credible evidence and wholly lacking in credibility. THEREFORE, THE COURT FINDS that Raphiely is more credible and persuasive than Julia, especially as to the marital residence and the funds and liabilities pertinent thereto.

Community Business: Terrenazo Del Rio Food Truck

87. Raphiely credibly testified that she invested between $40,000 to $50,000 of her separate monies into the establishment of a community business, the Terrenazo del Rio food truck.

88. Raphiely testified that since Julia had the credit, the agreement was that the parties would use Julia's credit for the business expenses while Raphiely and Jose would do most of the labor for the business, since Julia traveled out of town frequently for her work and personal time.

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89. Julia did not credibly refute this testimony. She admitted that she traveled frequently not just for work but also to care for her elderly parents who lived in California. Julia testified that she also worked the food truck when she was in town.

90. Raphiely credibly established that Julia caused the demise of their community business because she cancelled and/or reversed payment of several necessary business expenses (i.e. chargebacks).

91. Both parties testified as to these chargebacks.

92. Julia testified that she invalidated or "charged back" several expenses from her account because they were fraudulent charges that she did not authorize.

93. Raphiely credibly established that these charges were necessary business expenses that the parties customarily ran through Julia's account.

94. It was undisputed that because Julia had credit, several accounts were in her name.

95. Raphiely credibly established that during the marriage, the community charged its necessary business expenses for their food truck business through Julia's account.

96. Raphiely credibly established that several of the necessary business expenses were reversed, charged back and/or cancelled by Julia, which resulted in significant financial harm not just upon the business, but the marital estate, due to non-payment of debts and the corresponding fees associated thereto.

97. Raphiely credibly established that due to Julia's bad faith actions, the community business, Terrenazo del Rio food truck, became insolvent, and the parties lost their food truck business.

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98. Raphiely testified that as a result of Julia's bad faith actions, Raphiely has not only lost her original separate property investment into the business, but she has incurred substantial several thousands of dollars worth of debt, which Julia should be responsible for.

99. THE COURT FINDS Raphiely's testimony is credible and corroborated by Exhibit Z, Bates #DEF00565, which establishes that she paid a $5,000.00 security deposit for the food truck and entered into a lease agreement of $1,500.00 per month for the truck. Bates #DEF00566, item 7 includes the following provision:

> This Operating Agreement is active at the time of signing. If the Lessee(s) breaks this agreement, Lessee(s) will forfeit the ($5,000.00) Security Deposit and any monies paid to IBARRA'S Rent-A-Food Truck LLC. In addition, the amount owed on this agreement for the balance of 30% of each month's payment will be charged on the unfinished balance of the lease term.

100. Although Raphiely produced the Operating Agreement (Exhibit Z, Bates #DEF00566) for the food truck, she did not establish what remaining balance on the food truck was.

101. Raphielly credibly testified that she used her separate property proceeds to invest in the food truck business. Raphielly's testimony is corroborated by Exhibit Z, Bates #DEF00564, which establishes that Raphiely submitted a cashier's check in the amount of $14,571.25 to Ibarra's Food Truck.

102. Raphiely contends that based on Julia's conduct, the Court should order Julia to be responsible for any and all outstanding community debts, including the food truck business debts.

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103. Based upon the limited evidence that Raphielly presented to the Court, a preponderance of the evidence establishes that as a result of Julia's bad faith actions resulting in the chargebacks that caused the food truck to go out of business, Raphiely lost her initial separate property investment of $14,571.25 that was applied towards the food truck, in addition to the $5,000.00 security deposit. THEREFORE, the evidence establishes, that Raphielly is entitled to reimbursement of her $19,571.25[4] separate property contribution, at minimum.

Julia's Income

104. Raphiely credibly testified that Julia did not disclose her actual income from her floral arrangement business because Julia made hundreds of dollars from each floral arrangement and that Julia made dozens of arrangements during her busy periods.

105. Julia admitted that she made substantial income from her floral arrangement business, but then she stated that most funds were "donated to the church."[5]

106. Julia admitted that her business is not classified as a nonprofit or charity by the IRS or any other authority.

107. Raphiely credibly established that not only has Julia misrepresented her income to this Court, but she has engaged in ongoing bad faith litigation tactics and gamesmanship to include transferring title to the marital home to a trust, refusing to abide by the court's orders to return title back to her name, among other things.

[4] $14,571.25 cashier's check + $5,000.00 security deposit = $19,571.25
[5] Evidentiary Hearing Time Stamp ("EHTS") at 10:44:40 a.m.

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Furthermore, Julia instituted frivolous eviction proceedings against Raphiely and her two children while filing the underlying complaint and not serving Raphiely at the proper address. Furthermore, Julia caused Raphiely substantial financial harm, to include losing her $29,897.15 separate property investment into the marital home and her substantial investment into the community business, not to mention the significant debts associated with the business, among other things. As a result thereof, Raphiely seeks an award of spousal support from Julia in amount of $2,000.00 per month for two (2) years.

108. Julia denies Raphiely's contentions. Julia did not offer any credible evidence to corroborate her self-serving, disingenuous blanket denials. Julia's evidence comprised her unilateral complaints and claims of fraudulent activity on her credit. Julia's blanket denials and claims of fraud are directly refuted by Raphiely and Jose's credible testimony.

109. Based upon the Court's observations of the parties' demeanor, body language and testimony at trial vis-à-vis the evidence admitted, as well as the papers and pleadings in the record, and the Court's observations of the parties' demeanor at prior proceedings concerning this matter, THE COURT FINDS that whereas Raphiely's testimony was detailed, consistent, credible and corroborated by substantial credible evidence, Julia's testimony is not. THE COURT FURTHER FINDS that Julia's testimony is self-serving, disingenuous, not corroborated by any credible evidence and wholly lacking in credibility. THEREFORE, THE COURT

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FINDS that Raphiely is more credible and persuasive than Julia, especially as to the community residence, community business and the financial transactions associated with the marital assets and debts (i.e. marital home, business, bank accounts, credit cards and debts).

110. THE COURT FINDS that the record establishes that Julia has engaged in a pattern of behavior designed to harass Raphiely and multiply the instant proceedings in violation of EDCR 5.219. As a result thereof, Raphiely has had to incur attorney fees and costs in order to successfully transfer the Marital Residence from TNV holdings back to Julia's name via Clerk of the Court, among other things.

FINANCIAL DISCLOSURE FORMS (FDF)

111. THE COURT TAKES JUDICIAL NOTICE of Raphiely's FDF filed in this matter on November 6, 2025, wherein she listed her gross monthly income at $5,286.67. Raphiely also lists debts on page 6 of her FDF, namely a $10,000.00 obligation on the repossession of a Toyota Tacoma, $8,000.00 obligation on the repossession of the food truck, and $17,000.00 loan from her family.

112. THE COURT TAKES JUDICIAL NOTICE of Julia's FDF filed in this matter on November 6, 2025, wherein she listed her gross monthly income at $0. Julia listed no assets or debts on page 6.

113. ***If any of these Findings of Fact are more correctly interpreted as a Conclusion of Law, they shall be so construed.***

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III.

CONCLUSIONS OF LAW

This Court has jurisdiction in the premises, both as to the subject matter thereof as well as to the parties thereto under Chapter 125 of the Nevada Revised Statutes. Raphiely is an actual and bona fide resident of the County of Clark, State of Nevada, and has been domiciled therein for more than six weeks immediately prior to the commencement of this action. The Court maintains subject matter jurisdiction over this divorce case and personal jurisdiction over the parties.

Division of Assets and Debts

Community Property Presumption: All property acquired by either spouse after marriage is presumed to be community property unless there is clear and convincing evidence to the contrary. NRS 123.220(1); *Forrest v. Forrest*, 99 Nev. 602, 604-05, 668 P.2d 275, 277 (1983).

Separate Property: Separate property includes property owned before marriage or acquired during marriage by gift, bequest, devise, descent, or as an award for personal injury damages. NRS 123.130(1). The burden of proving property is separate rests on the party asserting it. *Schmanski v. Schmanski*, 115 Nev. 247, 251, 984 P.2d 752, 755 (1999).

When separate property is used to acquire or improve a community asset, a gift to the community is presumed. *Schmanski*, 115 Nev. at 251-52, 984 P.2d at 755. This presumption can be rebutted with clear and convincing evidence. If rebutted, the

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contributing spouse may be entitled to reimbursement under Malmquist v. Malmquist, 106 Nev. 231, 792 P.2d 372 (1990).

Therefore, all property acquired during the marriage is presumed to be community property, unless this presumption is rebutted by the party claiming separate property.

NRS 123.225 states that "[t]he respective interests of each spouse in community property during continuance of the marriage relation are present, existing and equal interests, subject to the provisions of NRS 123.230."

THE COURT FINDS AND CONCLUDES that Raphiely established by clear and convincing evidence that she applied **$29,897.15** of her $133,668.87 separate property proceeds (from the sale of her separate property) towards the down payment of the marital residence. Raphiely credibly established by clear and convincing evidence that the **$29,897.15** down payment was not a gift to the community.

Julia claimed this was a gift and that the Marital Residence, along with all equity, is her sole and separate property. However, all property acquired during the marriage is presumed to be community property. Further, it is generally accepted that gift letters regarding down payments between spouses do not necessarily indicated a gift per se. Rather, the Court should look at the conduct of the parties surrounding said transaction and real property.

The evidence establishes that Raphiely provided the down payment, as well as mortgage payments, associated with the Marital Residence.

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Exhibit E bank statements establish that on May 8, 2024, $133,668.87 was deposited into Raphiely's account via Escrow. These funds derived from the sale of a different property. Furthermore, Bates DEF00013 demonstrates that on 5/15/24, a substantial credit in the amount of $29,897.15 towards the marital residence located at 22 Diamond Cir. came out of Raphiely's bank account.

Exhibit E further establishes that a mortgage payment of $3,180.32 from Raphiely's bank account was made on July 3, 2024.

Exhibit F establishes that an additional $3,180.32 mortgage payment from Raphiely's bank account on August 2, 2024. Exhibit F #DEF00035.

Exhibit T establishes that the following mortgage payments were made from Raphiely's account on said dates:

- $3,180.32 on 11/13/24. Exhibit T, #DEF00358;
- $3,258.47 on 6/3/25. Exhibit T, #DEF00412;
- $3,268.58 on 7/1/25. Exhibit T, #DEF00419.
- $2,268.58 on 8/5/25. Exhibit T, #DEF00426.
- $1,000.00 on 8/13/25. Exhibit T, DEF00426.
- $1,500.00 on 9/4/25. Exhibit T, #00433.
- $1,768.58 on 9/16/25. *Id*.

Based upon the Court's observations of the parties' demeanor, body language and testimony at trial vis-à-vis the evidence admitted, as well as the papers and pleadings in the record, and the Court's observations of the parties' demeanor at prior

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proceedings concerning this matter, THE COURT FINDS that Raphiely's testimony concerning the marital property and the payments she made towards the acquisition and mortgage of said property was detailed, consistent, credible and corroborated by substantial credible evidence, whereas Julia's testimony is not.

Raphiely clearly and convincingly established this was not a gift, but her separate property contribution to which she is entitled to reimbursement. Raphiely's credible testimony is corroborated by the evidence. Based upon this Court's observations of the parties, demeanor, body language and testimony at trial, THE COURT FINDS that Raphiely is far more credible than Julia, whom THIS COURT FINDS is not only lacking in credibility, but has engaged in a series of bad faith litigation tactics, behavior and gamesmanship. The Court is entitled to weigh a witness's credibility in making factual determinations. (See *Ex parte Sheldon*, 44 Nev. 268 (1920); *Mariscal-Ochoa v. State*, 550 P.3d 813 (Nev. 2024).)

THEREFORE, THE COURT FINDS AND CONCLUDES that pursuant to *Schmanski*, and *Malmquist*, Raphiely is entitled to reimbursement for said down payment -- which was traceable directly to her separate property proceeds.

In *Forrest v. Forrest, 99 Nev. 602, 607, 668 P.2d 275, 279 (1983*), the Nevada Supreme Court declared that "the statutes clearly mandate that all property acquired by the parties until the formal dissolution of the marriage is community property."

Finally, in granting a divorce, NRS 125.150(1)(b), mandates that the Court:

> (b) Shall, to the extent practicable, make an equal disposition of the community property of the parties, including, without limitation, any community property

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> transferred into an irrevocable trust pursuant to NRS 123.125 over which the court acquires jurisdiction pursuant to NRS 164.010, 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.

In Nevada, the legal standard for a court to find a compelling reason not to divide marital debt equally in a divorce case, particularly when one spouse has engaged in financial mishandling, is governed by the principle that community property, including debts, must generally be divided equally unless there is a "compelling reason" to deviate from this rule. NRS 125.150.

Financial misconduct, such as the intentional dissipation, waste, or misuse of community assets, can constitute a compelling reason for an unequal division of community property and debts. This includes situations where one spouse uses marital property for selfish purposes unrelated to the marriage, particularly in contemplation of divorce or during a period of marital breakdown. *Eivazi v. Eivazi*, 139 Nev. 408, 415, 537 P.3d 476, 485 (Nev. App. 2023), *Fisher v. Beatriz M. Wing*, 571 P.3d 703 (Nev. App. 2025), *Lofgren v. Lofgren*, 112 Nev. 1282, 1283, 926 P.2d 296, 297 (1996).

For example, in *Putterman v. Putterman*, 113 Nev. 606, the Nevada Supreme Court upheld an unequal division of property where the husband engaged in financial misconduct, including refusing to account for finances, lying about income, and misappropriating community funds for personal use. These actions were deemed compelling reasons for an unequal division.

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Similarly, in *Lofgren v. Lofgren*, 112 Nev. 1282, the court found that the husband's violation of a preliminary injunction and his intentional waste or concealment of community funds justified an unequal division of property.

THE COURT FINDS AND CONCLUDES that the totality of the evidence establishes that Julia has engaged in a pattern of financial misconduct, including:

1. Violation of the Joint Preliminary Injunction when she transferred title to the marital residence from her name to TNV Holdings;
2. Violation of this Court's Order dated March 28, 2025 wherein Julia was ordered to return title to the marital residence to her name from TNV Holdings, but she refused to do so;
3. Violation of the Joint Preliminary Injunction when she prohibited Raphiely from making payments on the mortgage and business in the ordinary course, resulting in financial harm to the community, including delinquency, fees and insolvency of the business, among other things;
4. Refused to allow Raphiely access to pay the mortgage, which purportedly postured Julia to initiate frivolous eviction proceedings against Raphiely, Jose and their 2 minor children
5. Violation of court rules and abuse of legal proceedings to include frivolous eviction proceedings against Raphiely, Jose and their 2 minor children in Justice Court, which was ultimately dismissed;
6. Violation of court rules and abuse of legal proceedings by filing a frivolous

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Complaint for Annulment in the underlying matter and purposefully listing an incorrect address for Raphiely, notwithstanding the simultaneous initiation of frivolous eviction proceedings against Raphiely, Jose and their two minor children in Justice Court, which was ultimately dismissed;

7. Strategically filing the baseless eviction proceedings against Raphiely -- along with the baseless Annulment complaint against Raphiely using an erroneous address under penalty of perjury – at a time when Julia knew that Raphiely would be out of town for the holidays with Jose and their 2 minor children;
8. Reversing, cancelling and/or charging back the payment for necessary community expenses, which resulted in financial harm to the community to the point of losing the business and almost losing the marital home;
9. Refusing to cooperate with Raphiely on securing a forbearance on the marital property so that the community asset could be salvaged, notwithstanding this Court's Orders;
10. Lying about her income to this Court, concealing community income, misappropriating community funds for personal use and refusing to account for her finances on her floral business in violation of court rules and penalty of perjury;
11. Multiplying proceedings by filing baseless claims designed to harass Raphiely and increase the costs of litigation.

At the February 13, 2025 Hearing, this Court ordered Raphiely's counsel to

prepare a Quitclaim Deed for such purpose and that Julia would be responsible for the attorney's fees and costs involved in such process. In response thereto, Julia stated in open court that she would prepare and record the Quitclaim Deed from TNV back to herself, to avoid paying for Raphiely's attorney's fees and costs. This Court granted Julia's request and ordered her to execute the necessary documents to return title to the marital residence back to her name from TNV Holdings.

By the July 23, 2025 motion hearing, Julia still had not complied with this Court's Order to transfer the Marital Residence back to herself from TNV Holdings Trust. THEREFORE, this Court ordered that the Clerk of the Court to sign a Quitclaim Deed effectuating the Court's order that the Marital Residence be returned to the community pursuant to NRCP 70. Furthermore, this Court renewed its order that Julia would be responsible for associated attorney's fees and costs.

At the July 23, 2025 hearing, due to Julia's failure to effectuate proper service, the Court was forced to strike over ten (10) documents filed by Julia. The Court found that Julia had failed to meet her burden for a Motion for Summary Judgment and that her filing appeared baseless and frivolous.

THE COURT FINDS that the record establishes that Julia has engaged in a pattern of behavior designed to harass Raphiely and multiply the instant proceedings in violation of EDCR 5.219. As a result thereof, Raphiely has had to incur attorney fees and costs in order to successfully transfer the Marital Residence from TNV holdings back to Julia's name via Clerk of the Court.

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Raphiely contends that Julia has continued with her pattern of using the court process to prolong the instant proceedings by filing a premature and baseless appeal prior to this Court entering a final decree.

Julia denies Raphiely's assertions, yet she offers no substantial credible evidence to corroborate her blanket denial. Based upon the Court's observations of the parties' demeanor, body language and testimony at trial vis-à-vis the evidence admitted, as well as the papers and pleadings in the record, and the Court's observations of the parties' demeanor at prior proceedings concerning this matter, THE COURT FINDS that whereas Raphiely's testimony was detailed, consistent, credible and corroborated by substantial credible evidence, Julia's testimony is not. THE COURT FURTHER FINDS that Julia's testimony is self-serving, disingenuous, not corroborated by any credible evidence and wholly lacking in credibility. THEREFORE, THE COURT FINDS that Raphiely is more credible and persuasive than Julia, especially it pertains to the court record and the pattern of gamesmanship and bad faith litigation tactics that Julia has engaged in, not only in this underlying proceeding, but also in the summary eviction proceedings, which were dismissed in Raphiely's favor.

THE COURT FURTHER FINDS that Julia's pattern of behavior, discussed *supra* and *infra*, provides this Court with compelling reasons to unequally divide the marital estate, as well as award Raphiely with any necessary and reasonable attorney fees incurred as a result of Julia's baseless and frivolous claims that were designed to harass Raphiely and unnecessarily multiply legal proceedings.

THE COURT FURTHER FINDS AND CONCLUDES that Julia's pattern of behavior and bad faith actions evidence her intention to deprive Raphiely of her community share of the marital residence. This is evidenced by Julia transferring the property from Julia's name to a trust (TNV Holdings) and her refusal to return title, notwithstanding this Court's Orders.

THE COURT FURTHER FINDS AND CONCLUDES that, even after the issuance of specific orders requiring Julia to return the Marital Residence to the community, Julia refused to do so such that Raphiely incurred attorney fees and costs in returning the Marital Residence to the community through a quitclaim deed signed by the Clerk of the Court. Raphiely credibly established that Julia multiplied the costs of proceedings through her baseless filings in both this Court and in the eviction proceedings, which has resulted in Raphiely having to incur attorney fees and costs to defend against Julia's frivolous filings that were intended to harass Raphiely.

THE COURT FURTHER FINDS AND CONCLUDES that, contemporaneous with Julia's attempt to evict Raphiely from the marital residence, Julia transferred the marital residence, without notice to or consent of Raphiely, away from the community to a trust with the intent to deprive Raphiely of her community interest in the marital residence, as Julia admitted in her testimony.

THE COURT FURTHER FINDS AND CONCLUDES that Julia's refusal to return the Marital Residence to the community thereby multiplied the instant proceedings resulting in otherwise unnecessary motion practice and multiple hearings to compel

Julia to return the Marital Residence to the community.

THE COURT FURTHER FINDS that Raphiely contributed substantial amounts of her own sole and separate property to the marital residence in the form of the down payment of the Marital Residence in the amount of approximately **$29,897.15**[6] associated with the Marital Residence which were traced back, via Raphiely's testimony and bank statements, to funds received by Raphiely from the sale of her separate property residence in California; for which she is entitled to reimbursement pursuant to *Malmquist.*

THE COURT FURTHER FINDS AND CONCLUDES that Raphiely exerted substantial efforts to prevent the community from losing the Marital Residence by seeking and successfully obtaining a forbearance and continuing to pay the mortgage without financial contribution from Julia. This is further evidenced in the Raphiely's bank statements.

THE COURT FURTHER FINDS AND CONCLUDES that Julia frivolously refused to cooperate with Raphiely, obstructed Raphiely's efforts to obtain a forbearance, and multiplied the proceedings by forcing Raphiely to file a motion to compel Julia's cooperation.

THE COURT FURTHER FINDS AND CONCLUDES that Julia unsuccessfully and in bad faith attempted to evict Raphiely, Raphiely's children, and the parties' significant other from the Marital Residence.

[6] Exhibit E, #DEF00013

THE COURT FURTHER FINDS AND CONCLUDES that Julia barred Raphiely's access to pay the mortgage on the Marital Residence on or about October 2024 in order to have grounds to evict Raphiely from the marital residence due to "nonpayment of rent."

THE COURT FURTHER FINDS AND CONCLUDES that Julia, in bad faith, falsely claimed to the Landlord/Tenant Court that Raphiely was a tenant who had not paid rent rather than Julia's wife, who had paid the down payment and all mortgage payments to date.

THE COURT FURTHER FINDS AND CONCLUDE that Julia attempted to abuse the eviction process to unfairly gain an advantage in the instant litigation against Raphiely.

THE COURT FURTHER FINDS AND CONCLUDES that Julia attempted to evict Raphiely from the marital residence in November 2024 at a time when Julia was aware that Raphiely would be traveling, unaware of said eviction, and least likely to defend herself from said eviction.

THE COURT FURTHER FINDS AND CONCLUDES that Julia engaged in financial misconduct and caused economic waste to the community estate though her multiplication of the instant proceedings, invalidating several business-related payments resulting in the loss of the community business, and her testimony regarding the transfer of the Marital Residence to a trust to deny Raphiely her share of the Marital Residence.

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THE COURT FURTHER FINDS AND CONCLUDES that Julia's bad faith actions, financial misconduct and litigation gamesmanship delineated herein, *supra*, comprise compelling reasons to unequally divide the marital estate.

In trial, Julia testified that she made substantial income from her floral arrangement business but claimed that most funds were "donated to the church."[7] Raphiely's testimony indicated that Julia made hundreds of dollars from each arrangement and that Julia could make dozens of arrangements during her busy periods. Julia admitted during trial that her business is not classified as a nonprofit or charity by the IRS or any other authority.

Raphiely credibly established that she invested substantial funds into the community food truck business wherein payment for the necessary business expenses went through Julia's account. It was customary for the parties to use Julias' credit while Raphiely and Jose contributed the labor towards the business. Raphiely credibly established that Julia cancelled, reversed and/or charged back several of the payments for the business' necessary expenses which resulted in additional fees, debts, liabilities and ultimately, the business' insolvency. Due to Julia's bad faith actions, the community business, Terrenazo del Rio food truck, became insolvent, and it is further indebted by thousands of dollars. Furthermore, Raphiely lost the money she invested in their community business. Julia denies this, but she did not offer any credible evidence to corroborate her blanket denial.

[7] Evidentiary Hearing Video Time Stamp @10:44:40AM.

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Based upon the Court's observations of the parties' demeanor, body language and testimony at trial vis-à-vis the evidence admitted, as well as the papers and pleadings in the record, and the Court's observations of the parties' demeanor at prior proceedings concerning this matter, THE COURT FINDS AND CONCLUDES that whereas Raphiely's testimony was detailed, consistent, credible and corroborated by substantial credible evidence, Julia's testimony is not. THE COURT FURTHER FINDS that Julia's testimony is self-serving, disingenuous, not corroborated by any credible evidence and wholly lacking in credibility. THEREFORE, THE COURT FINDS that Raphiely is more credible and persuasive than Julia, especially as to the community residence, community business and the financial transactions associated with the marital assets and debts (i.e. marital home, business, bank accounts, credit cards and debts). In addition to Julia's bad faith conduct resulting in the loss of the community business, Julia admits that she intends to deprive Raphiely of her community share of the marital residence. This is evidenced by Julia transferring the community property to a trust.

The evidence establishes that the marital residence is valued at $411,165 per Exhibits Q, R, and S with a mortgage balance of $404,098, resulting in a total equity of $7,067. THE COURT THEREFORE FINDS AND CONCLUDES that due to Julia's financial misconduct, abuse and waste, Raphiely is entitled to all the equity associated with the Marital Residence. Raphiely is further entitled to reimbursement for her separate property contribution of $29,897.15 towards the acquisition of the marital

residence, which is applied towards the $7,067.00 in equity. This results in a $22,830.15 reimbursement owed by Julia to Raphiely after an offset from the $7,067.00 in equity,[8] which is REDUCED TO JUDGMENT AND COLLECTIBLE BY ANY LEGAL MEANS, WITH INTEREST ACCRUING AT THE LEGAL RATE.

THEREFORE, THE COURT FINDS AND CONCLUDES that, as a result of Julia's bad faith actions, financial misconduct and litigation gamesmanship, this Court finds compelling reasons to award Raphiely the Marital Residence, all personal property in the Marital Residence, and all equity associated with the Marital Residence, as her sole and separate property.

FURTHERMORE, the Court would be inclined to award JULIA all community debts; however, this Court did not receive substantial evidence to delineate the extent of the community debt. Specifically, the Court did not receive any credible evidence to corroborate Raphiely's November 6, 2025 Financial Disclosure Form wherein she listed the following debts: $10,000.00 obligation on the Toyota Tacoma repossession and the $17,000.00 in loans from family.

THE COURT FINDS AND CONCLUDES that Raphielly credibly testified that she used her separate property proceeds to invest in the food truck business. Raphielly's testimony is corroborated by Exhibit Z, Bates #DEF00564, which establishes that Raphiely submitted a cashier's check in the amount of $14,571.25 to Ibarra's Food Truck.

[8] $7,067.00 - $29,897,15 = -$22,830.15.

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THEREFORE, THE COURT FINDS AND CONCLUDES that the evidence establishes that Raphiely tendered a cashier's check in the amount of $14,571.25 to Ibarra's Food Truck. Exhibit Z, Bates #DEF00564.

Exhibit Z Bates #DEF00565 corroborates Raphiely's testimony concerning the Operating Agreement of the food truck, which states in Bates #DEF00566:

> This Operating Agreement is active at the time of signing. If the Lessee(s) breaks this agreement, Lessee(s) will forfeit the ($5,000.00) Security Deposit and any monies paid to IBARRA'S Rent-A-Food Truck LLC. In addition, the amount owed on this agreement for the balance of 30% of each month's payment will be charged on the unfinished balance of the lease term.

Although Raphiely produced the Operating Agreement (Exhibit Z, Bates #DEF00566) for the food truck, she did not establish what remaining balance on the food truck was; however based upon the Agreement, Raphielly invested the $5,000.00 security deposit, which would be lost by the business' insolvency.

Raphiely contends that based on Julia's conduct, the Court should order Julia to be responsible for any and all outstanding community debts, including the food truck business debts. This Court agrees.

THE COURT FINDS AND CONCLUDES, that based upon the limited evidence that Raphielly presented to the Court, a preponderance of the evidence establishes that as a result of Julia's bad faith actions resulting in the chargebacks that caused the food truck to go out of business, Raphiely lost her initial investment of **$14,571.25** that was applied towards the food truck, in addition to the **$5,000.00** security deposit. THEREFORE, Julia THE COURT FINDS AND CONCLUDES that Julia should

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reimburse Raphiely a grand total of **$19,571.25**,[9] at a minimum, for Raphiely's separate property contributions to the food truck business. FURTHERMORE, THE COURT FINDS AND COCNLUDES COMPELLING REASONS, based upon Julia's bad faith actions (i.e. chargebacks) resulting in the insolvency of the food truck business, to award any and all debts associated with the community business, ***Terrenazo Del Rio Food Truck or any other names, aliases used for said business,*** 100% attributed to Julia.

THEREFORE THE COURT FINDS AND CONCLUDES that JULIA shall be granted the following community assets as her sole and separate property:

1. Any and all bank accounts in her name alone;
2. Any and all furniture and furnishings currently in her possession; and
3. Any and all of her personal property, clothing and jewelry currently in her possession.

RAPHIELY shall be granted the following community assets as her sole and separate property:

1. 100% of the equity in 22 Diamond Circle Property;
2. Reimbursement for Raphiely's $29,897.15 down payment on 22 Diamond Circle, owed by Julia to Raphiely after an offset from the $7,067.00 in equity for a total of **$22,830.15,**[10] which is REDUCED TO JUDGMENT AND

[9] $14,571.25 cashier's check + $5,000.00 security deposit = $19,571.25
[10] $7,067.00 - $29,897,15 = -$22,830.15.

COLLECTIBLE BY ANY LEGAL MEANS, WITH INTEREST ACCRUING AT THE LEGAL RATE;

3. $19,571.25[11] as reimbursement for her separate property contributions to the food truck business, which is REDUCED TO JUDGMENT AND COLLECTIBLE BY ANY LEGAL MEANS, WITH INTEREST ACCRUING AT THE LEGAL RATE;
4. The Bank of America Checking Account valued at $882;
5. Any and all bank accounts in her name alone;
6. Any and all furniture and furnishings currently in her possession; and
7. Any and all of her personal property, clothing and jewelry currently in her possession.

JULIA shall be responsible for the following debts and shall hold RAPHIELY harmless therefrom:

1. Reimbursement for Raphiely's $29,897.15 down payment on 22 Diamond Circle, owed by Julia to Raphiely after an offset from the $7,067.00 in equity for a total of **$22,830.15,**[12] which is REDUCED TO JUDGMENT AND COLLECTIBLE BY ANY LEGAL MEANS, WITH INTEREST ACCRUING AT THE LEGAL RATE;

[11] $14,571.25 cashier's check + $5,000.00 security deposit = $19,571.25
[12] $7,067.00 - $29,897,15 = -$22,830.15.

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2. **$19,571.25**[13] as reimbursement to Raphiely for her damages related to the food truck, which is REDUCED TO JUDGMENT AND COLLECTIBLE BY ANY LEGAL MEANS, WITH INTEREST ACCRUING AT THE LEGAL RATE;
3. Any debts, liens, or encumbrances attached to the assets awarded to her *supra*; and
4. Any and all other debts titled solely in her name alone or titled in the name of the community business, ***Terrenazo Del Rio Food Truck or any other names, aliases used for said business,*** or jointly with another third-party.

RAPHIELY shall be responsible for the following debts and shall hold JULIA harmless therefrom:

1. Any debts, liens, or encumbrances attached to the assets awarded to her *supra*; and
5. Any and all other debts titled solely in her name alone or titled jointly with another third-party, other than the community business Terrenazo Del Rio Food Truck or any other names, aliases used for said business.

FURTHERMORE, the parties shall file separate federal income tax returns for 2026 and each year thereafter. Each party shall retain any refund or pay any liability owed on their respective income tax returns and shall hold each other harmless from any liability therefrom.

[13] $14,571.25 cashier's check + $5,000.00 security deposit = $19,571.25

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Alimony

NRS 125.150(a) states that in granting a divorce, the court may award such alimony to either spouse, in a specified principal sum or as specified periodic payments, as appears just and equitable.

Determining the amount of alimony a spouse should be awarded falls "within the sound discretion of the trial court." *Sprenger v. Sprenger*, 110 Nev. 855, 859, 878 P.2d 284, 287 (1994). The trial court's discretion, however, is not limitless. The "court must award such alimony as appears 'just and equitable,' having regard to the conditions in which the parties will be left by the divorce." *Id.* at 859, 287 (citing NRS 125.150(1)(a)).

There are two types of alimony: Rehabilitative and Periodic alimony.

Rehabilitative

When determining whether to award rehabilitative alimony and the amount of such an award, NRS 125.150(10) states, in pertinent part:

> 10. In granting a divorce, the court shall consider the need to grant alimony to a spouse for the purpose of obtaining training or education relating to a job, career or profession. In addition to any other factors the court considers relevant in determining whether such alimony should be granted, the court shall consider:
>
> (a) Whether the spouse who would pay such alimony has obtained greater job skills or education during the marriage; and
>
> (b) Whether the spouse who would receive such alimony provided financial support while the other spouse obtained job skills or education.

THE COURT FINDS AND CONCLUDES that both parties failed to establish that they are entitled to any rehabilitative alimony pursuant to NRS 125.150(10).

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Periodic

Determining the amount of periodic alimony a spouse should be awarded falls "within the sound discretion of the trial court." *Sprenger v. Sprenger*, 110 Nev. 855, 859, 878 P.2d 284, 287 (1994). The trial court's discretion, however, is not limitless. The "court must award such alimony as appears 'just and equitable,' having regard to the conditions in which the parties will be left by the divorce." *Id.* at 859, 287 (citing NRS 125.150(1)(a)).

The Nevada Supreme Court has held that the purpose of spousal support is not to equalize post-divorce incomes, but "to allow the recipient to live as nearly as fairly as possible to the station in life enjoyed before the divorce." *Shydler v. Shydler*, l14 Nev. 192, 198, 954 P.2d 37, 40 (1998). Further, the Court should not consider the respective "merits" of the parties in adjudicating the issue of spousal support. *Rodriguez v. Rodriguez*, 116 Nev. 993, 13 P.3d 415 (2000). It is not a "sword to level the wrongdoer," nor is it a "prize to reward virtue." *Id.*116 Nev. at 999, 13 P3d 419. Rather, "alimony is financial support paid from one spouse to the other whenever justice and equity require it." *Id.*

In sum, Nevada law requires an award of "alimony … further some underlying rationale… such as economic need, the receiving spouse's inability to maintain the marital standard of living, or the receiving spouse's decreased income-earning potential as a result of the marriage." *Kogod*, 439 P.3d at 405.

When determining whether to award periodic alimony and the amount of such

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an award, NRS 125.150(9) sets forth the factors that the Court shall consider, in addition to any other factors the court considers relevant. Applying the eleven factors of NRS 125.150(9) to the facts of this case, THE COURT FINDS AND CONCLUDES THAT both parties failed to establish a basis (pursuant to NRS 125.150(9)) to award alimony in this short term marriage where the Court has already found compelling reasons to unequally divide the assets and debts in Raphiely's favor, in addition to awarding Raphiely her reasonable and necessary attorney fees and costs incurred, infra.

ATTORNEY'S FEES AND COSTS

NRS 18.010 Award of attorney's fees.

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

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

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

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

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

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

Rule 5.219. Sanctionable conduct. 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.

THE COURT FINDS AND CONCLUDES that the Raphiely credibly established that Julia multiplied the costs of proceedings through her baseless filings in both this Court and in the eviction proceedings, which has resulted in Raphiely having to incur attorney fees and costs to defend against Julia's frivolous filings that were intended to harass Raphiely. In doing so, Julia has engaged in sanctionable conduct pursuant to EDCR 5.219(a), (b), and (f) through her sustaining a frivolous position in her pursuit of an annulment claim and multiplying proceedings by her refusal to comply with the order of the court especially with regard to the return of the marital residence to the community.

At the February 13, 2025 Hearing, this Court ordered Raphiely's counsel to prepare a Quitclaim Deed for such purpose and that Julia would be responsible for the attorney's

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fees and costs involved in such process. In response thereto, Julia stated in open court that she would prepare and record the Quitclaim Deed from TNV back to herself, to avoid paying for Raphiely's attorney's fees and costs. This Court granted Julia's request and ordered her to execute the necessary documents to return title to the marital residence back to her name from TNV Holdings.

By the July 23, 2025 motion hearing, Julia still had not complied with this Court's Order to transfer the Marital Residence back to herself from TNV Holdings Trust. THEREFORE, this Court ordered that the Clerk of the Court to sign a Quitclaim Deed effectuating the Court's order that the Marital Residence be returned to the community pursuant to NRCP 70. Furthermore, this Court renewed its order that Julia would be responsible for associated attorney's fees and costs.

At the July 23, 2025 hearing, due to Julia's failure to effectuate proper service, the Court was forced to strike over ten (10) documents filed by Julia. The Court found that Julia had failed to meet her burden for a Motion for Summary Judgment and that her filing appeared baseless and frivolous.

THE COURT FINDS that the record establishes that Julia has engaged in a pattern of behavior designed to harass Raphiely and multiply the instant proceedings in violation of EDCR 5.219. As a result thereof, Raphiely has had to incur attorney fees and costs in order to successfully transfer the Marital Residence from TNV holdings back to Julia's name via Clerk of the Court.

Raphiely contends that Julia has continued with her pattern of using the court

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process to prolong the instant proceedings by filing an appeal prior to the court entering a decree.

Julia denies Raphiely's assertions, yet she offers no substantial credible evidence to corroborate her blanket denial, which, based upon the Court's observations of the parties' demeanor, body language and testimony at trial vis-à-vis the evidence admitted, as well as the papers and pleadings in the record, and the Court's observations of the parties' demeanor at prior proceedings concerning this matter, THE COURT FINDS that whereas Raphiely's testimony was detailed, consistent, credible and corroborated by substantial credible evidence, Julia's testimony is not. THE COURT FURTHER FINDS that Julia's testimony is self-serving, disingenuous, not corroborated by any credible evidence and wholly lacking in credibility. THEREFORE, THE COURT FINDS that Raphiely is more credible and persuasive than Julia, especially it pertains to the court record and the pattern of gamesmanship and bad faith litigation tactics that Julia has engaged in, not only in this underlying proceeding, but also in the summary eviction proceedings, which were dismissed in Raphiely's favor.

THE COURT FURTHER FINDS that Julia's pattern of behavior, discussed supra and infra, provides this Court with compelling reasons to unequally divide the marital estate, as well as award Raphiely with any necessary and reasonable attorney fees incurred as a result of Julia's baseless and frivolous claims that were designed to harass Raphiely and unnecessarily multiply legal proceedings.

THE COURT THEREFORE FINDS AND CONCLUDES that Raphiely is entitled

to an award of reasonable and necessary attorney fees and costs, subject to a *Brunzell* Analysis, *infra,* Memorandum of Fees and Costs and filing of a Financial Disclosure Form within 14 days. Pursuant to *Miller v. Wilfong,* 119 P.3d 727 (2005), it is within the trial Court's discretion to determine the reasonable amount of attorney fees under a statute or rule and that in exercising its discretion, the District Court must evaluate the factors set forth in *Brunzell v. Golden Gate National Bank,* 85 Nev. 345, 455 P.2d 31 (1969), including the qualities of the advocate, the character and difficulty of the work performed, the work actually performed by the attorney, and the result obtained.

If any of these Conclusions of Law are more correctly interpreted as a Finding of Fact, they shall be so construed.

IV.

FINAL ORDERS

Based on the foregoing Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Julia's request for Annulment is denied.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony now and heretofore existing between the parties are hereby wholly dissolved, set aside, and forever held for naught, and that an absolute Decree of Divorce is hereby granted to the parties, and each of the parties are hereby restored to the status of a single, unmarried person.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that as a result

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of Julia's waste, misappropriation of funds, and financial misconduct pursuant to *Lofgren v. Lofgren*, 112 Nev. 1282, 926 P.2d 296 (1996), and *Putterman v. Putterman*, 113 Nev. 606, 939 P.2d 1047 (1997), there are compelling reasons to unequally divide the marital assets and debts, as set forth herein, *infra*.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Raphielly is awarded the marital residence located at 22 Diamond Circle, Las Vegas, Nevada 89106, and any personal property therein, as well as all of the Marital Residence's equity, as her sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the parties' community assets and debts shall be divided as follows:

JULIA shall be granted the following community assets as her sole and separate property:

1. Any and all bank accounts in her name alone;

2. Any and all furniture and furnishings currently in her possession; and

3. Any and all of her personal property, clothing and jewelry currently in her possession.

RAPHIELY shall be granted the following community assets as her sole and separate property:

1. 100% of the equity in 22 Diamond Circle Property;

2. Reimbursement for Raphiely's $29,897.15 separate property contribution towards the down payment on 22 Diamond Circle, owed by Julia to Raphiely

after an offset from the $7,067.00 in equity for a total of **$22,830.15,**[14] which is REDUCED TO JUDGMENT AND COLLECTIBLE AGAINST JULIA BY ANY LEGAL MEANS, WITH INTEREST ACCRUING AT THE LEGAL RATE;

3. $19,571.25[15] as reimbursement for Raphielly's separate property contribution towards the community business, which is REDUCED TO JUDGMENT AND COLLECTIBLE AGAINST JULIA BY ANY LEGAL MEANS, WITH INTEREST ACCRUING AT THE LEGAL RATE;
4. The Bank of America Checking Account valued at $882;
5. Any and all bank accounts in her name alone;
6. Any and all furniture and furnishings currently in her possession; and
7. Any and all of her personal property, clothing and jewelry currently in her possession.

JULIA shall be responsible for the following debts and shall hold RAPHIELY harmless therefrom:

1. Reimbursement for Raphiely's **$29,897.15** separate property contribution and down payment on 22 Diamond Circle, owed by Julia to Raphiely after an offset from the $7,067.00 in equity for a total of **$22,830.15,**[16] which is REDUCED TO JUDGMENT AND COLLECTIBLE AGAINST JULIA BY

[14] $7,067.00 - $29,897,15 = -$22,830.15.
[15] $14,571.25 cashier's check + $5,000.00 security deposit = $19,571.25
[16] $7,067.00 - $29,897,15 = -$22,830.15.

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ANY LEGAL MEANS, WITH INTEREST ACCRUING AT THE LEGAL RATE;

2. $19,571.25[17] as reimbursement for Raphiely's separate property contribution towards the community business, which is REDUCED TO JUDGMENT AND COLLECTIBLE AGAINST JULIA BY ANY LEGAL MEANS, WITH INTEREST ACCRUING AT THE LEGAL RATE;
3. Any debts, liens, or encumbrances attached to the assets awarded to her *supra*; and
4. Any and all other debts titled solely in her name alone or titled in the name of the community business, ***Terrenazo Del Rio Food Truck or any other names, aliases used for said business,*** or jointly with another third-party.

RAPHIELY shall be responsible for the following debts and shall hold JULIA harmless therefrom:

1. Any debts, liens, or encumbrances attached to the assets awarded to her *supra*; and
2. Any and all other debts titled solely in her name alone or titled jointly with another third-party.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that neither party shall pay alimony to the other.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that

[17] $14,571.25 cashier's check + $5,000.00 security deposit = $19,571.25

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Raphiely's request to be awarded Attorney's Fees and Costs is GRANTED, which is subject to Attorney Blair filing a Memorandum of fees and costs to include the *Brunzell* analysis.

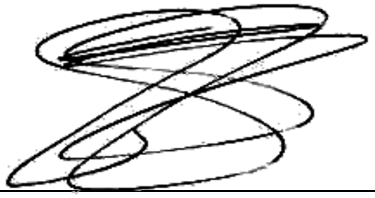
STATUTORY NOTICES

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

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

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated this 13th day of March, 2026



HONORABLE MARI D. PARLADÉ
DISTRICT JUDGE
Mari D. Parlade
District Court Judge

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Julia Guadalupe Garcia, Plaintiff. vs. Raphiely Sarahi Anaya Aguilar, Defendant.	CASE NO: D-24-699327-L DEPT. NO. Department A

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing 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: 3/13/2026

Rebecca Blair	rebecca@gallardolawgroup.com
William Grigsby	william@gallardolawgroup.com
Karem Suastegui	karem@gallardolawgroup.com
Julia Garcia	juliagarcia679@gmail.com

Electronically Filed
3/13/2026 11:29 PM
Steven D. Grierson
CLERK OF THE COURT

NED
REBECCA BLAIR, ESQ.
Nevada Bar No. 13124
GALLARDO & ASSOCIATES LLC
601 S. 7th Street
Las Vegas, Nevada 89101
T: (702) 485-4488
F: (702) 850-2870
E: Rebecca@gallardolawgroup.com
Attorney for Defendant,
RAPHIELY SARAHI ANAYA AGUILAR

DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

JULIA GUADALUPE GARCIA, Plaintiff, vs. RAPHIELY SARAHI ANAYA AGUILAR, Defendant.	Case No.: D-24-699327-L Dept. No.: A

NOTICE OF ENTRY OF DECREE

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PLEASE TAKE NOTICE that the Findings of Fact, Conclusions of Law, and Decree of Divorce, was duly entered on the 13th day of March, 2026, a copy of which is attached hereto.

DATED this 13th day of March, 2026.

/s/Rebecca Blair, Esq.

REBECCA BLAIR, ESQ.
Nevada Bar No. 13124
GALLARDO & ASSOCIATES LLC
601 S. 7th Street
Las Vegas, Nevada 89101
T: (702) 485-4488
F: (702) 850-2870
E: Rebecca@gallardolawgroup.com
Attorney for Defendant,
RAPHIELY SARAHI ANAYA AGUILAR

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Gallardo & Associates LLC and that I served the foregoing with the Findings of Fact, Conclusions of Law, and Decree of Divorce, attached hereto, on all parties to this action on March 13, 2026, by E-Service via Odyssey as follows:

JULIA GUADALUPE GARCIA
E: juliagarcia679@gmail.com
Plaintiff in Proper Person

/s/Rebecca Blair, Esq.
_____
GALLARDO & ASSOCIATES LLC

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03/13/2026 5:04 PM
CLERK OF THE COURT

DECD

EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

JULIA GUADALUPE GARCIA, Plaintiff, VS. RAPHIELY SARAHI ANAYA AGUILAR, Defendant.	Case No.: D-24-699327-L Dept.: A Hearing Date: November 7, 2025 Hearing Time: 9:00 a.m.

FINDINGS OF FACTS, CONCLUSIONS OF LAW AND

DECREE OF DIVORCE

This matter having come on for a Non-Jury Trial before the HONORABLE MARI D. PARLADÉ on November 7, 2025 at 9:00 a.m.; Plaintiff, JULIA GUADALUPE GARCIA present and appearing in proper person, and Defendant, RAPHIELY SARAHI ANAYA AGUILAR, present and representing by REBECCA BLAIR, ESQ. The Court having reviewed all of the evidence produced at the time of Evidentiary Hearing, the testimony of the witnesses, specifically referencing Plaintiff and Defendant, the exhibits offered and admitted by Plaintiff and Defendant, and the arguments of Counsel and closing briefs, and good cause of appearing, the Court makes the following Findings of Facts, Conclusions of Law and Final Orders:

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Statistically closed: USJR-FAM-Judgment Reached (Bench Trial) (UJRA)

I.

PROCEDURAL HISTORY

1. THE COURT FINDS the parties, Plaintiff Julia Guadalupe Garcia ("Julia") and Defendant Raphiely Sarahi Anaya Aguilar ("Raphiely") were married on December 5, 2023 in Redding, California.
2. On November 14, 2024, Julia filed her *Complaint for Annulment*.
3. On December 8, 2024, Raphiely filed her *Answer and Counterclaim to Plaintiff's Complaint for Annulment or in the Alternative for Divorce and Counterclaim for Divorce*, *Request for Issuance of Joint Preliminary Injunction*, and *Notice of Lis Pendens*.
4. On December 11, 2024, the Court issued a *Joint Preliminary Injunction*.
5. On December 15, 2024, Raphiely filed her *Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney's Fees and Costs and for Related Relief*.
6. On January 22, 2025, Raphiely filed her *Exhibits in Support of Defendant's Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney's Fees and Costs and for Related Relief*.
7. On February 5, 2025, Raphiely filed her *General Financial Disclosure Form (FDF)*.
8. On February 13, 2025, the parties and Raphiely's counsel appeared before this Court for the Case Management Conference and a hearing on Raphiely's *Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney's*

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Fees and Costs and for Related Relief.[1] THE COURT ORDERED that Julia's Exhibits filed on February 13, 2025 [Docket No. 20 and Docket No. 21] shall be STRICKEN from the record. THE COURT FURTHER ORDERED that Julia shall re-file ***and serve*** her Exhibits with the proper header and case caption if she wants these to be part of the record. THE COURT FURTHER ORDERED that Raphiely's *Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney's Fees and Costs, and for Related Relief* is GRANTED. THE COURT FURTHER ORDERED that the Real Property located at 22 Diamond Circle, Las Vegas, NV 89106 is presumed Community Property. THE COURT FURTHER ORDERED that Raphiely is awarded EXCLUSIVE POSSESSION of the Marital Residence. THE COURT FURTHER ORDERED that Julia shall transfer the Marital Residence back into her name pending the Non-Jury Trial no later than end of business February 13, 2025. THE COURT FURTHER ORDERED that Attorney Blair shall prepare a Quitclaim Deed that shall be executed by Julia by close of business February 13, 2025. THE COURT FURTHER ORDERED that Julia shall file and record the Quitclaim Deed no later than end of business February 13, 2025 and shall bear the costs thereon. THE COURT FURTHER ORDERED that Julia shall also bear the costs for Attorney Blair to prepare the Quitclaim Deed. THE COURT FURTHER ORDERED that if the Quitclaim Deed is not executed, filed, and recorded by February 13, 2025, then Attorney Blair shall be authorized to have

[1] The Order After Hearing on February 13, 2025 was issued on March 28, 2025.

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the Clerk of the Court execute the Quitclaim Deed, transferring the Marital Residence to Joint Ownership between Julia and Raphiely. Attorney Blair shall file and record the Quitclaim Deed. THE COURT FURTHER ORDERED that Attorney Blair may submit an Ex Parte Request to address Julia's non-compliance with the orders contained herein. THE COURT FURTHER ORDERED that Julia shall bear the fees and costs due to Non-Compliance, i.e. due to Julia's failure to prepare and record the Quitclaim Deed returning the real property located at 22 Diamond Circle by February 13, 2025. THE COURT FURTHER ORDERED that Julia shall turn over ALL ACCESS to the marital residence, including ALL ONLINE LOGIN information, to Raphiely within Two (2) Hours. THE COURT FURTHER ORDERED that Raphiely is granted the authority to communicate directly with the mortgage company and/or mortgage servicer associated with the marital residence located at 22 Diamond Circle, Las Vegas, NV 89106. THE COURT FURTHER ORDERED that the parties shall cooperate to transfer all accounts to Raphiely's name. THE COURT FURTHER ORDERED that Raphiely shall be responsible for maintaining the marital residence, which includes paying for the mortgage, utilities, and solar panels. THE COURT FURTHER ORDERED that the parties shall work together to preserve the marital residence located at 22 Diamond Circle, which includes cooperating to secure a FORBEARANCE on the mortgage. THE COURT FURTHER ORDERED that, in the event either party has already secured a forbearance on the marital residence located at 22 Diamond Circle, Las Vegas, NV

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89106, both parties shall cooperate to execute the documents associated with such forbearance. THE COURT FURTHER ORDERED that Julia shall NOT interfere with the FORBEARANCE process and must comply with the forbearance process. THE COURT FURTHER ORDERED that, in the event that a forbearance is granted, Raphiely must make mortgage payments in accordance with such forbearance if she wishes to maintain exclusive possession of the marital residence. THE COURT FURTHER ORDERED that, in the event that a forbearance is not granted, Raphiely must make the bare minimum payment to preserve the community asset. THE COURT FURTHER ORDERED that Julia shall cooperate with the activation of the Solar Panels so as long as Julia signed the contract for the Solar Panels, which Attorney Blair shall attach to the Order Following Hearing on February 13, 2025. THE COURT FURTHER ORDERED that Julia must comply with executing any authorization, including any authorization requested by NV Energy, Sunnova, and/or Solar1, for activation of the Solar Panels per the attached Exhibit A, Solar Panel Contract signed by Julia as referenced in the immediate above paragraph, page 7, lines 17-21. THE COURT FURTHER ORDERED that Attorney Blair shall provide Julia with the Revenue Statements from the Community Business. THE COURT FURTHER ORDERED that, upon receiving the forbearance, if at any time Raphiely fails to pay the Mortgage and it becomes delinquent beyond Thirty (30) days, then the Marital Residence shall be LISTED FOR SALE immediately, the matter shall be placed back on calendar by way of a

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Motion and Order Shortening Time (OST), and the Sale Proceeds shall be placed in TRUST pending the Non-Jury Trial. IT IS FURTHER ORDERED that the parties shall NOT initiate any Eviction actions and/or Summary Eviction proceedings on the marital property. IT IS FURTHER ORDERED that the parties shall NOT transfer any Marital Assets outside of the community. THE COURT FURTHER ORDERED that Julia shall file and serve an updated Financial Disclosure Form (FDF) with supporting documentation, including proof of income, such as pay stubs and/or profit and loss statements, and including bank records for the past six (6) months, no later than end of business February 14, 2025. THE COURT FURTHER ORDERED that Raphiely's request to be awarded Attorney's Fees and Costs is GRANTED, which is subject to Attorney Blair filing a Memorandum of fees and costs, to include the *Brunzell* Analysis, and the review of each party's Financial Disclosure Form. THE COURT FURTHER ORDERED that Discovery is open and 16.2 Disclosures shall be exchanged. THE COURT FURTHER ORDERED that Parties shall comply with Discovery Requests and Responses. THE COURT FURTHER ORDERED that the Calendar Call is set on October 23, 2025 at 10:00 AM. THE COURT FURTHER ORDERED that the Non-Jury Trial is also set On November 7, 2025 at 9:00 AM for a full day. THE COURT FURTHER ORDERED that each party's marital waste claims shall be addressed at the Non-Jury Trial. THE COURT FURTHER ORDERED that the Temporary Orders are subject to re-tax and/or reapportionment at the Non-Jury Trial.

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9. On February 13, 2025, Raphiely filed her *Supplemental Exhibits in Support of Defendant's Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney's Fees and Costs and for Related Relief.*

10. On February 13, 2025, Julia filed her *Motion for Reconsideration* and *General Financial Disclosure Form*.

11. On February 13, 2025, this Court issued a Trial Management Order setting the Calendar Call for October 23, 2025 at 10:00 a.m., the Evidentiary Hearing for November 7, 2025, at 9:00 a.m., and the deadline for submission of Pre-Trial Memorandums for October 16, 2025.

12. On May 11, 2025, Raphiely filed her *Opposition to Plaintiff's Motion for Reconsideration and Countermotion for Attorney's Fees and Costs and for Related Relief*.

13. On July 15, 2025, this Court issued a Notice of Rescheduling of Hearing regarding *Defendant's Opposition to Plaintiff's Motion for Reconsideration and Countermotion for Attorney's Fees and Costs and for Related Relief* for July 23, 2025, at 9:00 a.m.

14. On July 23, 2025, the parties and Raphiely's counsel appeared before this Court on Julia's *Motion for Summary Judgment* and Raphiely's corresponding Opposition and Countermotion thereto.[2] Certified Spanish interpreter Jeannette Encinas was present to assist Raphiely. THE COURT NOTED that it could not hear Julia and

[2] The Order After Hearing on July 23, 2025 was issued on October 23, 2025.

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stated that if Julia was choosing to appear by Zoom, she must have the technology to appear. The Court instructed Julia to call the Courtroom at (702) 455-5034 immediately, if she wanted to participate, otherwise the Court would proceed without her. THE COURT NOTED it gave Julia plenty of opportunities to participate in the Hearing via technology, but Julia she failed to participate, therefore, the Court proceeded with the hearing. THE COURT ORDERED that based on EDCR 5.205 and NRCP 5(b)(1), Documents 26, 27, 30, 31, 32, 33, 35, 37, 38, 39, 40, 43, and 45 should be stricken from the record as fugitive documents. THE COURT FURTHER ORDERED that Julia's Motion for Summary Judgment is DENIED. THE COURT FURTHER ORDERED that Raphiely's Countermotion for Attorney's Fees is GRANTED with a separate Order regarding Attorney's Fees to be submitted by Ms. Blair. THE COURT FURTHER ORDERED that the community property located at 22 Diamond Circle, Las Vegas, NV 89106 is presumed community property and should be reverted back to the litigants. THE COURT FURTHER ORDERED that neither party is allowed to transfer the marital property away from the community to any trusts or LLCs. THE COURT FURTHER ORDERED that the marital property is not to be sold or otherwise transferred pending trial. THE COURT FURTHER ORDERED that if Julia has failed to sign the relevant Quitclaim Deed transferring the real property located at 22 Diamond Circle, Las Vegas, Nevada 89106, to the parties; therefore, the Clerk of the Court is immediately empowered to sign said Quitclaim Deed transferring said real property

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to Julia and Raphiely without further order of the Court. THE COURT FURTHER ORDERED that any Lis Pendens are to remain on the property. THE COURT FURTHER ORDERED that Attorney Blair shall submit the Quitclaim Deed referenced herein to the Clerk of the Court for review and signature. THE COURT FURTHER ORDERED that Raphiely is awarded attorney's fees and costs associated with the relevant process of presenting the Quitclaim Deed to the Clerk of the Court for signature, including all attorney's fees and costs associated with recording said Quitclaim Deed. Attorney Blair should include attorney's fees and costs associated with processing said Quitclaim Deed in her Memorandum of Fees and Costs associated with the Court's Order granting Raphiely's attorney's fees and costs in the instant matter.

15. On July 30, 2025, this Court issued a Behavior Order, which stated, in pertinent part:

    a. No abusive contact (foul language, name calling, etc.) including telephone calls, voicemails, letter, email, texts, all forms of social media, etc., to the other party or to the child(ren).

    b. Avoid unnecessary contact with the other party's "significant other" and friends not in common with you and do not initiate conflicts with them.

    c. No unnecessary contact with other people associated with or to the other party for purposes of discussing court proceedings or making

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negative/disparaging allegations against the other party (this includes all forms of social media).

d. You will advise all of your friends, relatives and "significant other" not to disparage, criticize or harass the other party, and that co-parenting require facilitating a positive relationship with the other party; that you could have your parenting time limited if you are unable to stop their negative behavior, and that you may be sanctioned if the Court finds that you are knowingly allowing them to violate the Behavior Order.

e. No harassment at the other party's place(s) of employment, including contacting the employer to make negative or disparaging allegations; or to send or drop off evidence as it relates to these court proceedings that appears reasonably designed to put them, or likely to put them in a bad light or to get them fired, or to have them suffer negative consequences as a result.

f. No providing copies of unsolicited documents (personal letters, court pleading, emails, texts, et.) to anyone associated with a party (significant others, family members, neighbors, employers, etc.) for the intended purpose of shedding the other party in a negative light.

g. Neither party shall post, nor shall you allow significant others or family members on social media to post, including, but not limited to Facebook, Twitter, YouTube, Instagram, LinkedIn, Tumblr, and Google+, any

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negative or disparaging allegation against or negative image of the other party or anyone associated with the other party.

h. There shall be no spoliation, destruction, alteration or modification of electronic evidence such as emails, texts, social media of all forms, or voicemails, audio recordings, video recording, or phones, iPads, etc., with any information that either party or the Court may deem relevant to the current court proceedings.

i. There shall be no invasion of the electronic devices, email accounts, social media accounts, separate bank accounts, safe deposit boxes, separate residences or separate vehicles, etc. of the other party.

j. Except as modified herein, all other court orders remain in full force and effect.

16. On September 2, 2025, Julia filed her *Motion to Disqualify Judge Mari D. Parladé for Bias or Prejudice and Memorandum of Points & Authorities* and *Affidavit Seeking Disqualification of Judge Mari D. Parladé Due to Bias or Prejudice*.

17. On September 4, 2025, the Judge Parladé filed her *NRS 1.235(6) Response to Julia Garcia's Affidavit Seeking Disqualification of Judge Due to Bias or Prejudice*.

18. On October 7, 2025, the Honorable Chief Judge Jerry Wiese issued his Order DENYING *Plaintiff's Motion Seeking Disqualification of Judge Due to Bias or Prejudice*.

19. On October 23, 2025, Julia filed her Pre-Trial Memorandum.

20. On October 23, 2025, Raphiely filed her Pre-Trial Memorandum.

21. On November 6, 2025, Raphiely filed her Updated FDF.

22. On November 7, 2025, Julia filed her *Response to Defendant's Pre-Trial Memorandum*.

23. On November 7, 2025, the parties and Raphiely's counsel appeared before the Court for the Evidentiary Hearing. Raphiely was assisted by a Court-certified Spanish interpreter. The parties were administered the oath, sworn in, and provided testimony. The following witnesses testified at trial: Raphiely Aguilar, Jose Manuel Mendoza, and Julia Garcia. The parties stipulated to admit the following exhibits: Plaintiff's Exhibits 1 – 7 and Defendant's Exhibits A – CC. THE COURT ORDERED that Closing Briefs and Proposed Findings of Fact and Conclusions of Law must be submitted to the opposing party and Department A by January 5, 2026 at 5:00 p.m.

24. On November 14, 2024, Raphiely filed her *Memorandum of Fees and Costs*.

25. On November 21, 2025, Julia filed her *Opposition to Defendant's Memorandum of Fees and Costs* and *Notice of Appeal*.

26. On November 24, 2025, a Case Appeal Statement was issued.

27. On November 24, 2025, Julia filed her *Amended Opposition to Defendant's Memorandum of Fees and Costs*.

28. On January 6, 2026, Raphiely filed her Closing Brief.

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29. On January 6, 2026, Julia filed her *Closing Statement Petition for Annulment and Notice of Continuing Objections and Preservation of Error, Notice of Non-Waiver and Reservation of Appellate Rights,* and *Amended Notice of Non-Waiver and Reservation of Appellate Rights.*

30. On January 12, 2026, the Supreme Court of the State of Nevada issued an *Order Dismissing Appeal* wherein the Supreme Court noted that no final judgment had been entered in this matter. Therefore, the Supreme Court of Nevada DISMISSED Julia's appeal.

31. This Court's Findings of Fact, Conclusions of Law and Decision follow.

II.

FINDINGS OF FACT

32. THE COURT HEREBY FINDS that both parties are bona fide residents of Nevada and that both parties have submitted themselves to the jurisdiction of the State of Nevada.

33. This Court has subject matter jurisdiction over this matter and personal jurisdiction over the parties.

34. The parties were married on December 5, 2023, in Redding, California

35. There are no children born the issue of the parties' relationship, that there are no minor children adopted by the parties, and that neither party is now pregnant.

36. The parties are incompatible, so as to render it impossible for them to continue to live together in a normal marital relationship; that there exist conflicts in

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personalities and dispositions which are so deep as to be irreconcilable.

37. THE COURT FURTHER FINDS that Julia did not provide any credible testimony or substantial evidence to support her claim for an annulment. Furthermore, Julia has not established a valid legal basis for her request for annulment.

38. THE COURT FURTHER FINDS that Raphiely provided credible testimony and substantial exhibits establishing that Julia knowingly, willingly, and voluntarily entered into, and remained in, a marriage with Raphiely -- as established by the many photos that Raphiely provided of the parties' early relationship and courtship, the parties' marriage, and the evidence of the parties' actions as a married couple, to include their purchase of the marital residence, their joint relocation from California to Nevada, and the use of the parties' bank accounts to pay for community expenses including their expenses for the community business, the Terrenazo Del Rio Food Truck. THEREFORE Julia's request for annulment is DENIED.

39. THE COURT FURTHER FINDS that substantial evidence establishes that Julia frivolously presented an unwarranted claim for annulment; thereby multiplying the instant proceedings; which resulted in Raphiely having to incur substantial attorney fees and costs to defend against Julia's baseless claims.

Marital Residence

40. THE COURT FURTHER FINDS that during the marriage, the parties purchased the Marital Residence located at 22 Diamond Circle, Las Vegas, Nevada 89106.

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41. Raphiely credibly testified that the funds used for the down payment of the marital residence was derived from the sale of her separate property in California. Raphiely's testimony was corroborated by her bank statements and the corresponding exhibits.[3]

42. During trial, Raphiely presented recent values for the Marital Residence from Realtor.com, Redfin, and Zillow. Taking all three (3) property values into account, the average is $411,165. Therefore, Raphiely contends that the marital property is presently worth $411,165. Julia did not present any credible evidence to refute Raphiely's testimony.

43. Raphiely testified that the mortgage on said property reflected an outstanding balance of $404,098.25, as of October 2025.

44. Raphiely testified that the community assets and debts should be inequitably divided in her favor due to Julia's bad faith actions during the marriage and in the instant proceedings.

45. Raphiely requests this Court to award her the Marital Residence as her sole and separate property along with all personal property and equity associated with the Marital Residence. If the Marital Residence is valued at $411,165 with a mortgage of $404,098.25 as of October 2025, then the remaining equity would be approximately $7,000.

46. Julia contends that Raphiely's down payment on the Marital Residence was a gift.

[3] Defendant's Exhibit E, Bates #DEF00012 – DEF00013.

Furthermore, Julia contends that the Marital Residence, along with all equity, is her sole and separate property.

47. THE COURT FINDS AND CONCLUDES that all property acquired during the marriage is presumed to be community property. Further, it is generally accepted that gift letters regarding down payments between spouses do not necessarily indicated a gift per se. Rather, the Court should look at the conduct of the parties surrounding said transaction and real property.

48. The evidence establishes that Raphiely provided the down payment used to acquire the Marital Residence.

49. Exhibit E bank statements establish that on 5/8/24, $133,668.87 was deposited into Raphiely's account via Escrow. These funds derived from the sale of a different property. Furthermore, Bates DEF00013 demonstrates that on 5/15/24, a substantial credit in the amount of **$29,897.15** towards the marital residence located at 22 Diamond Cir. came out of Raphiely's bank account.

50. Exhibit E further establishes that a mortgage payment of $3,180.32 from Raphiely's bank account was made on 7/3/24.

51. Exhibit F establishes that an additional $3,180.32 mortgage payment from Raphiely's bank account on 8/2/24. Exhibit F #DEF00035.

52. Exhibit T establishes that the following mortgage payments were made form Degendant's account on said dates:

    a. $3,180.32 on 11/13/24. Exhibit T, #DEF00358;

b. $3,258.47 on 6/3/25. Exhibit T, #DEF00412;

c. $3,268.58 on 7/1/25. Exhibit T, #DEF00419.

d. $2,268.58 on 8/5/25. Exhibit T, #DEF00426.

e. $1,000.00 on 8/13/25. Exhibit T, DEF00426.

f. $1,500.00 on 9/4/25. Exhibit T, #00433.

g. $1,768.58 on 9/16/25. *Id*.

53. Based upon the Court's observations of the parties' demeanor, body language and testimony at trial vis-à-vis the evidence admitted, as well as the papers and pleadings in the record, and the Court's observations of the parties' demeanor at prior proceedings concerning this matter, THE COURT FINDS that Raphiely's testimony concerning the marital property and the payments she made towards the acquisition and mortgage of said property was detailed, consistent, credible and corroborated by substantial credible evidence, whereas Julia's testimony is not.

54. Julia contends that the marital property is her sole and separate property because it is titled solely in her name. Raphiely credibly established that the parties intended for the property to be community as it was purchased during the marriage. Raphiely credibly established that the property was solely in Julia's name due to her credit.

55. Based upon the Court's observations of the parties' demeanor, body language and testimony at trial concerning the marital property, THE COURT FINDS that Raphiely is substantially more credible than Julia.

56. FURTHERMORE, THE COURT FINDS that the conduct of the parties clearly

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demonstrates that the parties intended for the Marital Residence to be community property. Julia failed to overcome the community property presumption with clear and convincing evidence. THEREFORE, THE COURT FINDS that the marital residence is community property.

57. THE COURT FURTHER FINDS that Raphiely used the proceeds from the sale of her separate property towards the down payment (**$29,897.15**) of the marital property. Julia contends this was a gift. Raphiely denies that this was a gift.

58. Based upon the Court's observations of the parties' demeanor, body language and testimony at trial concerning the marital property and Raphiely's **$29,897.15** down payment for said property, THE COURT FINDS that Raphiely is substantially more credible than Julia.

59. THEREFORE, THE COURT FINDS that Raphiely did not intend to gift the community with **$29,897.15** of her separate property proceeds; THEREFORE, before the equity of the marital property is distributed, Raphiely is entitled to reimbursement for her **$29,897.15** separate property contribution.

Forbearance

60. Raphiely credibly established that she and Jose (the parties' third party paramour and the father of Raphiely's children) tried to work with the lender of the marital residence to salvage the property through a forbearance process, however Julia refused to cooperate, and because the property was titled in Julia's name, there was nothing Raphiely and Jose could do.

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61. Raphiely credibly testified that both she and Jose were at Julia's mercy because Julia was in the superior financial position, in that, due to her credit, the accounts were in Julia's name.

62. Raphiely credibly established that Julia's refusal to participate in the forbearance process for the marital residence put the property at risk of loss, including the risk of losing the **$29,897.15** separate property funds that Raphiely applied towards the purchase of the marital home.

63. Raphiely's credible testimony was corroborated by the evidence, including Jose's testimony.

64. Based upon the Court's observations of the parties' demeanor, body language and testimony at trial vis-à-vis the evidence admitted, as well as the papers and pleadings in the record, and the Court's observations of the parties' demeanor at prior proceedings concerning this matter, THE COURT FINDS that Raphiely's testimony concerning the marital property and the efforts she made to salvage the property notwithstanding Julia's gamesmanship is detailed, consistent, credible and corroborated by substantial credible evidence, whereas Julia's blanket denial is self-serving, disingenuous, not persuasive and wholly lacking in credibility.

Julia's Bad Faith Action (Litigation Gamesmanship)

65. On November 14, 2024, Julia, filed a Complaint for Annulment, or in the Alternative, for Divorce.

66. Raphiely credibly established that Julia filed her Complaint at or about the same

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time as when she initiated eviction proceedings to evict Raphiely and the parties' romantic partner, Jose, and Jose and Raphiely's five-year-old and seven-year-old children from the marital home.

67. Raphiely credibly established that Julia purposely waited to serve Raphiely with the eviction papers for the marital residence (i.e. 7-Day Notice To Quit) until she knew that Raphiely, Jose and their children would be out of town for the holidays.

68. Raphiely credibly established that she and Jose were fortunate to have cancelled their travel plans for the holidays, which is how she found out about the eviction proceedings. As a result of their cancelled trip, Raphiely received the eviction notice in time to successfully contest the eviction.

69. Raphiely credibly established that at the January 6, 2025 Eviction Hearing, the Hearing Master dismissed the complaint, noting that the eviction was entirely inappropriate as this is a family court matter. THE COURT TAKES JUDICIAL NOTICE of civil eviction case 24E039880.

70. Raphiely credibly established that when she went to the courthouse to investigate the eviction, she also learned that Julia had filed for annulment/divorce.

71. Raphiely further testified that Julia listed an erroneous address for Raphiely in the underlying family court matter. Instead of listing the Diamond Circle Marital Residence where Raphiely, Jose and their children reside – *which is the same residence that Julia initiated eviction proceedings against Raphiely at* -- Julia listed an address that Raphiely did **not** reside at.

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72. Raphiely credibly established that she lived at the marital residence from May 2024 to present, including the time of Julia's filing in November 2024, as corroborated by testimony and evidence presented at trial.

73. Raphiely credibly testified that prior to the January 6, 2025 eviction hearing, she found out that Julia had transferred title to the Marital Residence from herself to TNV Holdings Trust, without the Raphiely's knowledge.

74. At the February 13, 2025 Case Management Conference and hearing on Raphiely's *Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney's Fees and Costs, and for Related Relief* in the underlying matter, this Court found that the Marital Residence is presumed to be community property, and that the transfer of the Marital Residence and chargebacks that Julia had completed were precluded by the Joint Preliminary Injunction. As a result thereof, this Court granted Raphiely all of the temporary relief that she requested in her Motion, including her request for attorney's fees. This Court further specifically ordered Julia to return title to the Marital Residence back to her name from TNV Holdings.

75. At the February 13, 2025 Hearing, this Court ordered Raphiely's counsel to prepare a Quitclaim Deed for such purpose and that Julia would be responsible for the attorney's fees and costs involved in such process. In response thereto, Julia stated in open court that she would prepare and record the Quitclaim Deed from TNV back to herself, to avoid paying for Raphiely's attorney's fees and costs. This Court granted Julia's request and ordered her to execute the necessary documents to return

title to the marital residence back to her name from TNV Holdings.

76. By the July 23, 2025 motion hearing, Julia still had not complied with this Court's Order to transfer the Marital Residence back to herself from TNV Holdings Trust. THEREFORE, this Court ordered that the Clerk of the Court to sign a Quitclaim Deed effectuating the Court's order that the Marital Residence be returned to the community pursuant to NRCP 70. Furthermore, this Court renewed its order that Julia would be responsible for associated attorney's fees and costs.

77. At the July 23, 2025 hearing, due to Julia's failure to effectuate proper service, the Court was forced to strike over ten (10) documents filed by Julia. The Court found that Julia had failed to meet her burden for a Motion for Summary Judgment and that her filing appeared baseless and frivolous.

78. Raphiely further contends that Julia has continued with her pattern of using the court process to prolong the instant proceedings by filing a premature appeal, prior to this court entering a final decree.

79. Julia denies Raphiely's assertions, yet she offers no substantial credible evidence to corroborate her blanket denial, which, based upon the Court's observations of the parties' demeanor, body language and testimony at trial vis-à-vis the evidence admitted, as well as the papers and pleadings in the record, and the Court's observations of the parties' demeanor at prior proceedings concerning this matter, THE COURT FINDS that whereas Raphiely's testimony was detailed, consistent, credible and corroborated by substantial credible evidence, Julia's testimony is not.

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THE COURT FURTHER FINDS that Julia's testimony is self-serving, disingenuous, not corroborated by any credible evidence and wholly lacking in credibility.

80. THEREFORE, THE COURT FINDS that Raphiely is more credible and persuasive than Julia, especially as it pertains to the court record and the pattern of gamesmanship and bad faith litigation tactics that Julia has engaged in, not only in this underlying proceeding, but also in the summary eviction proceedings, which were dismissed in Raphiely's favor.

81. THE COURT FURTHER FINDS that Julia's pattern of behavior, discussed *supra* and *infra*, provides this Court with compelling reasons to unequally divide the marital estate, as well as award Raphiely with any necessary and reasonable attorney fees incurred as a result of Julia's baseless and frivolous claims that were designed to harass Raphiely and unnecessarily multiply legal proceedings.

Solar Panels

82. Raphiely credibly established that she, Jose and their minor children resided at the Marital Residence full-time while Julia traveled back and forth to California for work.

83. The evidence further establishes that Julia and Jose undertook a significant encumbrance for the installation of solar panels on the Marital Residence.

84. Julia contends that she did not agree to the solar panels and that Raphiely and Jose perpetrated a fraud upon her by using her credit and social security number to

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encumber the property with solar panels in her name.

85. Raphiely credibly established that Julia not only knew about the solar panels but she consented to it.

86. Based upon the Court's observations of the parties' demeanor, body language and testimony at trial vis-à-vis the evidence admitted, as well as the papers and pleadings in the record, and the Court's observations of the parties' demeanor at prior proceedings concerning this matter, THE COURT FINDS that whereas Raphiely's testimony was detailed, consistent, credible and corroborated by substantial credible evidence, Julia's testimony is not. THE COURT FURTHER FINDS that Julia's testimony is self-serving, disingenuous, not corroborated by any credible evidence and wholly lacking in credibility. THEREFORE, THE COURT FINDS that Raphiely is more credible and persuasive than Julia, especially as to the marital residence and the funds and liabilities pertinent thereto.

Community Business: Terrenazo Del Rio Food Truck

87. Raphiely credibly testified that she invested between $40,000 to $50,000 of her separate monies into the establishment of a community business, the Terrenazo del Rio food truck.

88. Raphiely testified that since Julia had the credit, the agreement was that the parties would use Julia's credit for the business expenses while Raphiely and Jose would do most of the labor for the business, since Julia traveled out of town frequently for her work and personal time.

89. Julia did not credibly refute this testimony. She admitted that she traveled frequently not just for work but also to care for her elderly parents who lived in California. Julia testified that she also worked the food truck when she was in town.

90. Raphiely credibly established that Julia caused the demise of their community business because she cancelled and/or reversed payment of several necessary business expenses (i.e. chargebacks).

91. Both parties testified as to these chargebacks.

92. Julia testified that she invalidated or "charged back" several expenses from her account because they were fraudulent charges that she did not authorize.

93. Raphiely credibly established that these charges were necessary business expenses that the parties customarily ran through Julia's account.

94. It was undisputed that because Julia had credit, several accounts were in her name.

95. Raphiely credibly established that during the marriage, the community charged its necessary business expenses for their food truck business through Julia's account.

96. Raphiely credibly established that several of the necessary business expenses were reversed, charged back and/or cancelled by Julia, which resulted in significant financial harm not just upon the business, but the marital estate, due to non-payment of debts and the corresponding fees associated thereto.

97. Raphiely credibly established that due to Julia's bad faith actions, the community business, Terrenazo del Rio food truck, became insolvent, and the parties lost their food truck business.

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98. Raphiely testified that as a result of Julia's bad faith actions, Raphiely has not only lost her original separate property investment into the business, but she has incurred substantial several thousands of dollars worth of debt, which Julia should be responsible for.

99. THE COURT FINDS Raphiely's testimony is credible and corroborated by Exhibit Z, Bates #DEF00565, which establishes that she paid a $5,000.00 security deposit for the food truck and entered into a lease agreement of $1,500.00 per month for the truck. Bates #DEF00566, item 7 includes the following provision:

> This Operating Agreement is active at the time of signing. If the Lessee(s) breaks this agreement, Lessee(s) will forfeit the ($5,000.00) Security Deposit and any monies paid to IBARRA'S Rent-A-Food Truck LLC. In addition, the amount owed on this agreement for the balance of 30% of each month's payment will be charged on the unfinished balance of the lease term.

100. Although Raphiely produced the Operating Agreement (Exhibit Z, Bates #DEF00566) for the food truck, she did not establish what remaining balance on the food truck was.

101. Raphielly credibly testified that she used her separate property proceeds to invest in the food truck business. Raphielly's testimony is corroborated by Exhibit Z, Bates #DEF00564, which establishes that Raphiely submitted a cashier's check in the amount of $14,571.25 to Ibarra's Food Truck.

102. Raphiely contends that based on Julia's conduct, the Court should order Julia to be responsible for any and all outstanding community debts, including the food truck business debts.

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103. Based upon the limited evidence that Raphielly presented to the Court, a preponderance of the evidence establishes that as a result of Julia's bad faith actions resulting in the chargebacks that caused the food truck to go out of business, Raphiely lost her initial separate property investment of $14,571.25 that was applied towards the food truck, in addition to the $5,000.00 security deposit. THEREFORE, the evidence establishes, that Raphielly is entitled to reimbursement of her $19,571.25[4] separate property contribution, at minimum.

Julia's Income

104. Raphiely credibly testified that Julia did not disclose her actual income from her floral arrangement business because Julia made hundreds of dollars from each floral arrangement and that Julia made dozens of arrangements during her busy periods.

105. Julia admitted that she made substantial income from her floral arrangement business, but then she stated that most funds were "donated to the church."[5]

106. Julia admitted that her business is not classified as a nonprofit or charity by the IRS or any other authority.

107. Raphiely credibly established that not only has Julia misrepresented her income to this Court, but she has engaged in ongoing bad faith litigation tactics and gamesmanship to include transferring title to the marital home to a trust, refusing to abide by the court's orders to return title back to her name, among other things.

[4] $14,571.25 cashier's check + $5,000.00 security deposit = $19,571.25
[5] Evidentiary Hearing Time Stamp ("EHTS") at 10:44:40 a.m.

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Furthermore, Julia instituted frivolous eviction proceedings against Raphiely and her two children while filing the underlying complaint and not serving Raphiely at the proper address. Furthermore, Julia caused Raphiely substantial financial harm, to include losing her $29,897.15 separate property investment into the marital home and her substantial investment into the community business, not to mention the significant debts associated with the business, among other things. As a result thereof, Raphiely seeks an award of spousal support from Julia in amount of $2,000.00 per month for two (2) years.

108. Julia denies Raphiely's contentions. Julia did not offer any credible evidence to corroborate her self-serving, disingenuous blanket denials. Julia's evidence comprised her unilateral complaints and claims of fraudulent activity on her credit. Julia's blanket denials and claims of fraud are directly refuted by Raphiely and Jose's credible testimony.

109. Based upon the Court's observations of the parties' demeanor, body language and testimony at trial vis-à-vis the evidence admitted, as well as the papers and pleadings in the record, and the Court's observations of the parties' demeanor at prior proceedings concerning this matter, THE COURT FINDS that whereas Raphiely's testimony was detailed, consistent, credible and corroborated by substantial credible evidence, Julia's testimony is not. THE COURT FURTHER FINDS that Julia's testimony is self-serving, disingenuous, not corroborated by any credible evidence and wholly lacking in credibility. THEREFORE, THE COURT

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FINDS that Raphiely is more credible and persuasive than Julia, especially as to the community residence, community business and the financial transactions associated with the marital assets and debts (i.e. marital home, business, bank accounts, credit cards and debts).

110. THE COURT FINDS that the record establishes that Julia has engaged in a pattern of behavior designed to harass Raphiely and multiply the instant proceedings in violation of EDCR 5.219. As a result thereof, Raphiely has had to incur attorney fees and costs in order to successfully transfer the Marital Residence from TNV holdings back to Julia's name via Clerk of the Court, among other things.

FINANCIAL DISCLOSURE FORMS (FDF)

111. THE COURT TAKES JUDICIAL NOTICE of Raphiely's FDF filed in this matter on November 6, 2025, wherein she listed her gross monthly income at $5,286.67. Raphiely also lists debts on page 6 of her FDF, namely a $10,000.00 obligation on the repossession of a Toyota Tacoma, $8,000.00 obligation on the repossession of the food truck, and $17,000.00 loan from her family.

112. THE COURT TAKES JUDICIAL NOTICE of Julia's FDF filed in this matter on November 6, 2025, wherein she listed her gross monthly income at $0. Julia listed no assets or debts on page 6.

113. ***If any of these Findings of Fact are more correctly interpreted as a Conclusion of Law, they shall be so construed.***

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III.

CONCLUSIONS OF LAW

This Court has jurisdiction in the premises, both as to the subject matter thereof as well as to the parties thereto under Chapter 125 of the Nevada Revised Statutes. Raphiely is an actual and bona fide resident of the County of Clark, State of Nevada, and has been domiciled therein for more than six weeks immediately prior to the commencement of this action. The Court maintains subject matter jurisdiction over this divorce case and personal jurisdiction over the parties.

Division of Assets and Debts

Community Property Presumption: All property acquired by either spouse after marriage is presumed to be community property unless there is clear and convincing evidence to the contrary. NRS 123.220(1); *Forrest v. Forrest*, 99 Nev. 602, 604-05, 668 P.2d 275, 277 (1983).

Separate Property: Separate property includes property owned before marriage or acquired during marriage by gift, bequest, devise, descent, or as an award for personal injury damages. NRS 123.130(1). The burden of proving property is separate rests on the party asserting it. *Schmanski v. Schmanski*, 115 Nev. 247, 251, 984 P.2d 752, 755 (1999).

When separate property is used to acquire or improve a community asset, a gift to the community is presumed. *Schmanski*, 115 Nev. at 251-52, 984 P.2d at 755. This presumption can be rebutted with clear and convincing evidence. If rebutted, the

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contributing spouse may be entitled to reimbursement under Malmquist v. Malmquist, 106 Nev. 231, 792 P.2d 372 (1990).

Therefore, all property acquired during the marriage is presumed to be community property, unless this presumption is rebutted by the party claiming separate property.

NRS 123.225 states that "[t]he respective interests of each spouse in community property during continuance of the marriage relation are present, existing and equal interests, subject to the provisions of NRS 123.230."

THE COURT FINDS AND CONCLUDES that Raphiely established by clear and convincing evidence that she applied **$29,897.15** of her $133,668.87 separate property proceeds (from the sale of her separate property) towards the down payment of the marital residence. Raphiely credibly established by clear and convincing evidence that the **$29,897.15** down payment was not a gift to the community.

Julia claimed this was a gift and that the Marital Residence, along with all equity, is her sole and separate property. However, all property acquired during the marriage is presumed to be community property. Further, it is generally accepted that gift letters regarding down payments between spouses do not necessarily indicated a gift per se. Rather, the Court should look at the conduct of the parties surrounding said transaction and real property.

The evidence establishes that Raphiely provided the down payment, as well as mortgage payments, associated with the Marital Residence.

Exhibit E bank statements establish that on May 8, 2024, $133,668.87 was deposited into Raphiely's account via Escrow. These funds derived from the sale of a different property. Furthermore, Bates DEF00013 demonstrates that on 5/15/24, a substantial credit in the amount of $29,897.15 towards the marital residence located at 22 Diamond Cir. came out of Raphiely's bank account.

Exhibit E further establishes that a mortgage payment of $3,180.32 from Raphiely's bank account was made on July 3, 2024.

Exhibit F establishes that an additional $3,180.32 mortgage payment from Raphiely's bank account on August 2, 2024. Exhibit F #DEF00035.

Exhibit T establishes that the following mortgage payments were made from Raphiely's account on said dates:

- $3,180.32 on 11/13/24. Exhibit T, #DEF00358;
- $3,258.47 on 6/3/25. Exhibit T, #DEF00412;
- $3,268.58 on 7/1/25. Exhibit T, #DEF00419.
- $2,268.58 on 8/5/25. Exhibit T, #DEF00426.
- $1,000.00 on 8/13/25. Exhibit T, DEF00426.
- $1,500.00 on 9/4/25. Exhibit T, #00433.
- $1,768.58 on 9/16/25. *Id*.

Based upon the Court's observations of the parties' demeanor, body language and testimony at trial vis-à-vis the evidence admitted, as well as the papers and pleadings in the record, and the Court's observations of the parties' demeanor at prior

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proceedings concerning this matter, THE COURT FINDS that Raphiely's testimony concerning the marital property and the payments she made towards the acquisition and mortgage of said property was detailed, consistent, credible and corroborated by substantial credible evidence, whereas Julia's testimony is not.

Raphiely clearly and convincingly established this was not a gift, but her separate property contribution to which she is entitled to reimbursement. Raphiely's credible testimony is corroborated by the evidence. Based upon this Court's observations of the parties, demeanor, body language and testimony at trial, THE COURT FINDS that Raphiely is far more credible than Julia, whom THIS COURT FINDS is not only lacking in credibility, but has engaged in a series of bad faith litigation tactics, behavior and gamesmanship. The Court is entitled to weigh a witness's credibility in making factual determinations. (See *Ex parte Sheldon*, 44 Nev. 268 (1920); *Mariscal-Ochoa v. State*, 550 P.3d 813 (Nev. 2024).)

THEREFORE, THE COURT FINDS AND CONCLUDES that pursuant to *Schmanski*, and *Malmquist*, Raphiely is entitled to reimbursement for said down payment -- which was traceable directly to her separate property proceeds.

In *Forrest v. Forrest, 99 Nev. 602, 607, 668 P.2d 275, 279 (1983*), the Nevada Supreme Court declared that "the statutes clearly mandate that all property acquired by the parties until the formal dissolution of the marriage is community property."

Finally, in granting a divorce, NRS 125.150(1)(b), mandates that the Court:

> (b) Shall, to the extent practicable, make an equal disposition of the community property of the parties, including, without limitation, any community property

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> transferred into an irrevocable trust pursuant to NRS 123.125 over which the court acquires jurisdiction pursuant to NRS 164.010, 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.

In Nevada, the legal standard for a court to find a compelling reason not to divide marital debt equally in a divorce case, particularly when one spouse has engaged in financial mishandling, is governed by the principle that community property, including debts, must generally be divided equally unless there is a "compelling reason" to deviate from this rule. NRS 125.150.

Financial misconduct, such as the intentional dissipation, waste, or misuse of community assets, can constitute a compelling reason for an unequal division of community property and debts. This includes situations where one spouse uses marital property for selfish purposes unrelated to the marriage, particularly in contemplation of divorce or during a period of marital breakdown. *Eivazi v. Eivazi*, 139 Nev. 408, 415, 537 P.3d 476, 485 (Nev. App. 2023), *Fisher v. Beatriz M. Wing*, 571 P.3d 703 (Nev. App. 2025), *Lofgren v. Lofgren*, 112 Nev. 1282, 1283, 926 P.2d 296, 297 (1996).

For example, in *Putterman v. Putterman*, 113 Nev. 606, the Nevada Supreme Court upheld an unequal division of property where the husband engaged in financial misconduct, including refusing to account for finances, lying about income, and misappropriating community funds for personal use. These actions were deemed compelling reasons for an unequal division.

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Similarly, in *Lofgren v. Lofgren*, 112 Nev. 1282, the court found that the husband's violation of a preliminary injunction and his intentional waste or concealment of community funds justified an unequal division of property.

THE COURT FINDS AND CONCLUDES that the totality of the evidence establishes that Julia has engaged in a pattern of financial misconduct, including:

1. Violation of the Joint Preliminary Injunction when she transferred title to the marital residence from her name to TNV Holdings;
2. Violation of this Court's Order dated March 28, 2025 wherein Julia was ordered to return title to the marital residence to her name from TNV Holdings, but she refused to do so;
3. Violation of the Joint Preliminary Injunction when she prohibited Raphiely from making payments on the mortgage and business in the ordinary course, resulting in financial harm to the community, including delinquency, fees and insolvency of the business, among other things;
4. Refused to allow Raphiely access to pay the mortgage, which purportedly postured Julia to initiate frivolous eviction proceedings against Raphiely, Jose and their 2 minor children
5. Violation of court rules and abuse of legal proceedings to include frivolous eviction proceedings against Raphiely, Jose and their 2 minor children in Justice Court, which was ultimately dismissed;
6. Violation of court rules and abuse of legal proceedings by filing a frivolous

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Complaint for Annulment in the underlying matter and purposefully listing an incorrect address for Raphiely, notwithstanding the simultaneous initiation of frivolous eviction proceedings against Raphiely, Jose and their two minor children in Justice Court, which was ultimately dismissed;

7. Strategically filing the baseless eviction proceedings against Raphiely -- along with the baseless Annulment complaint against Raphiely using an erroneous address under penalty of perjury – at a time when Julia knew that Raphiely would be out of town for the holidays with Jose and their 2 minor children;
8. Reversing, cancelling and/or charging back the payment for necessary community expenses, which resulted in financial harm to the community to the point of losing the business and almost losing the marital home;
9. Refusing to cooperate with Raphiely on securing a forbearance on the marital property so that the community asset could be salvaged, notwithstanding this Court's Orders;
10. Lying about her income to this Court, concealing community income, misappropriating community funds for personal use and refusing to account for her finances on her floral business in violation of court rules and penalty of perjury;
11. Multiplying proceedings by filing baseless claims designed to harass Raphiely and increase the costs of litigation.

At the February 13, 2025 Hearing, this Court ordered Raphiely's counsel to

prepare a Quitclaim Deed for such purpose and that Julia would be responsible for the attorney's fees and costs involved in such process. In response thereto, Julia stated in open court that she would prepare and record the Quitclaim Deed from TNV back to herself, to avoid paying for Raphiely's attorney's fees and costs. This Court granted Julia's request and ordered her to execute the necessary documents to return title to the marital residence back to her name from TNV Holdings.

By the July 23, 2025 motion hearing, Julia still had not complied with this Court's Order to transfer the Marital Residence back to herself from TNV Holdings Trust. THEREFORE, this Court ordered that the Clerk of the Court to sign a Quitclaim Deed effectuating the Court's order that the Marital Residence be returned to the community pursuant to NRCP 70. Furthermore, this Court renewed its order that Julia would be responsible for associated attorney's fees and costs.

At the July 23, 2025 hearing, due to Julia's failure to effectuate proper service, the Court was forced to strike over ten (10) documents filed by Julia. The Court found that Julia had failed to meet her burden for a Motion for Summary Judgment and that her filing appeared baseless and frivolous.

THE COURT FINDS that the record establishes that Julia has engaged in a pattern of behavior designed to harass Raphiely and multiply the instant proceedings in violation of EDCR 5.219. As a result thereof, Raphiely has had to incur attorney fees and costs in order to successfully transfer the Marital Residence from TNV holdings back to Julia's name via Clerk of the Court.

Raphiely contends that Julia has continued with her pattern of using the court process to prolong the instant proceedings by filing a premature and baseless appeal prior to this Court entering a final decree.

Julia denies Raphiely's assertions, yet she offers no substantial credible evidence to corroborate her blanket denial. Based upon the Court's observations of the parties' demeanor, body language and testimony at trial vis-à-vis the evidence admitted, as well as the papers and pleadings in the record, and the Court's observations of the parties' demeanor at prior proceedings concerning this matter, THE COURT FINDS that whereas Raphiely's testimony was detailed, consistent, credible and corroborated by substantial credible evidence, Julia's testimony is not. THE COURT FURTHER FINDS that Julia's testimony is self-serving, disingenuous, not corroborated by any credible evidence and wholly lacking in credibility. THEREFORE, THE COURT FINDS that Raphiely is more credible and persuasive than Julia, especially it pertains to the court record and the pattern of gamesmanship and bad faith litigation tactics that Julia has engaged in, not only in this underlying proceeding, but also in the summary eviction proceedings, which were dismissed in Raphiely's favor.

THE COURT FURTHER FINDS that Julia's pattern of behavior, discussed *supra* and *infra*, provides this Court with compelling reasons to unequally divide the marital estate, as well as award Raphiely with any necessary and reasonable attorney fees incurred as a result of Julia's baseless and frivolous claims that were designed to harass Raphiely and unnecessarily multiply legal proceedings.

THE COURT FURTHER FINDS AND CONCLUDES that Julia's pattern of behavior and bad faith actions evidence her intention to deprive Raphiely of her community share of the marital residence. This is evidenced by Julia transferring the property from Julia's name to a trust (TNV Holdings) and her refusal to return title, notwithstanding this Court's Orders.

THE COURT FURTHER FINDS AND CONCLUDES that, even after the issuance of specific orders requiring Julia to return the Marital Residence to the community, Julia refused to do so such that Raphiely incurred attorney fees and costs in returning the Marital Residence to the community through a quitclaim deed signed by the Clerk of the Court. Raphiely credibly established that Julia multiplied the costs of proceedings through her baseless filings in both this Court and in the eviction proceedings, which has resulted in Raphiely having to incur attorney fees and costs to defend against Julia's frivolous filings that were intended to harass Raphiely.

THE COURT FURTHER FINDS AND CONCLUDES that, contemporaneous with Julia's attempt to evict Raphiely from the marital residence, Julia transferred the marital residence, without notice to or consent of Raphiely, away from the community to a trust with the intent to deprive Raphiely of her community interest in the marital residence, as Julia admitted in her testimony.

THE COURT FURTHER FINDS AND CONCLUDES that Julia's refusal to return the Marital Residence to the community thereby multiplied the instant proceedings resulting in otherwise unnecessary motion practice and multiple hearings to compel

Julia to return the Marital Residence to the community.

THE COURT FURTHER FINDS that Raphiely contributed substantial amounts of her own sole and separate property to the marital residence in the form of the down payment of the Marital Residence in the amount of approximately **$29,897.15**[6] associated with the Marital Residence which were traced back, via Raphiely's testimony and bank statements, to funds received by Raphiely from the sale of her separate property residence in California; for which she is entitled to reimbursement pursuant to *Malmquist.*

THE COURT FURTHER FINDS AND CONCLUDES that Raphiely exerted substantial efforts to prevent the community from losing the Marital Residence by seeking and successfully obtaining a forbearance and continuing to pay the mortgage without financial contribution from Julia. This is further evidenced in the Raphiely's bank statements.

THE COURT FURTHER FINDS AND CONCLUDES that Julia frivolously refused to cooperate with Raphiely, obstructed Raphiely's efforts to obtain a forbearance, and multiplied the proceedings by forcing Raphiely to file a motion to compel Julia's cooperation.

THE COURT FURTHER FINDS AND CONCLUDES that Julia unsuccessfully and in bad faith attempted to evict Raphiely, Raphiely's children, and the parties' significant other from the Marital Residence.

[6] Exhibit E, #DEF00013

THE COURT FURTHER FINDS AND CONCLUDES that Julia barred Raphiely's access to pay the mortgage on the Marital Residence on or about October 2024 in order to have grounds to evict Raphiely from the marital residence due to "nonpayment of rent."

THE COURT FURTHER FINDS AND CONCLUDES that Julia, in bad faith, falsely claimed to the Landlord/Tenant Court that Raphiely was a tenant who had not paid rent rather than Julia's wife, who had paid the down payment and all mortgage payments to date.

THE COURT FURTHER FINDS AND CONCLUDE that Julia attempted to abuse the eviction process to unfairly gain an advantage in the instant litigation against Raphiely.

THE COURT FURTHER FINDS AND CONCLUDES that Julia attempted to evict Raphiely from the marital residence in November 2024 at a time when Julia was aware that Raphiely would be traveling, unaware of said eviction, and least likely to defend herself from said eviction.

THE COURT FURTHER FINDS AND CONCLUDES that Julia engaged in financial misconduct and caused economic waste to the community estate though her multiplication of the instant proceedings, invalidating several business-related payments resulting in the loss of the community business, and her testimony regarding the transfer of the Marital Residence to a trust to deny Raphiely her share of the Marital Residence.

THE COURT FURTHER FINDS AND CONCLUDES that Julia's bad faith actions, financial misconduct and litigation gamesmanship delineated herein, *supra*, comprise compelling reasons to unequally divide the marital estate.

In trial, Julia testified that she made substantial income from her floral arrangement business but claimed that most funds were "donated to the church."[7] Raphiely's testimony indicated that Julia made hundreds of dollars from each arrangement and that Julia could make dozens of arrangements during her busy periods. Julia admitted during trial that her business is not classified as a nonprofit or charity by the IRS or any other authority.

Raphiely credibly established that she invested substantial funds into the community food truck business wherein payment for the necessary business expenses went through Julia's account. It was customary for the parties to use Julias' credit while Raphiely and Jose contributed the labor towards the business. Raphiely credibly established that Julia cancelled, reversed and/or charged back several of the payments for the business' necessary expenses which resulted in additional fees, debts, liabilities and ultimately, the business' insolvency. Due to Julia's bad faith actions, the community business, Terrenazo del Rio food truck, became insolvent, and it is further indebted by thousands of dollars. Furthermore, Raphiely lost the money she invested in their community business. Julia denies this, but she did not offer any credible evidence to corroborate her blanket denial.

[7] Evidentiary Hearing Video Time Stamp @10:44:40AM.

Based upon the Court's observations of the parties' demeanor, body language and testimony at trial vis-à-vis the evidence admitted, as well as the papers and pleadings in the record, and the Court's observations of the parties' demeanor at prior proceedings concerning this matter, THE COURT FINDS AND CONCLUDES that whereas Raphiely's testimony was detailed, consistent, credible and corroborated by substantial credible evidence, Julia's testimony is not. THE COURT FURTHER FINDS that Julia's testimony is self-serving, disingenuous, not corroborated by any credible evidence and wholly lacking in credibility. THEREFORE, THE COURT FINDS that Raphiely is more credible and persuasive than Julia, especially as to the community residence, community business and the financial transactions associated with the marital assets and debts (i.e. marital home, business, bank accounts, credit cards and debts). In addition to Julia's bad faith conduct resulting in the loss of the community business, Julia admits that she intends to deprive Raphiely of her community share of the marital residence. This is evidenced by Julia transferring the community property to a trust.

The evidence establishes that the marital residence is valued at $411,165 per Exhibits Q, R, and S with a mortgage balance of $404,098, resulting in a total equity of $7,067. THE COURT THEREFORE FINDS AND CONCLUDES that due to Julia's financial misconduct, abuse and waste, Raphiely is entitled to all the equity associated with the Marital Residence. Raphiely is further entitled to reimbursement for her separate property contribution of $29,897.15 towards the acquisition of the marital

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residence, which is applied towards the $7,067.00 in equity. This results in a $22,830.15 reimbursement owed by Julia to Raphiely after an offset from the $7,067.00 in equity,[8] which is REDUCED TO JUDGMENT AND COLLECTIBLE BY ANY LEGAL MEANS, WITH INTEREST ACCRUING AT THE LEGAL RATE.

THEREFORE, THE COURT FINDS AND CONCLUDES that, as a result of Julia's bad faith actions, financial misconduct and litigation gamesmanship, this Court finds compelling reasons to award Raphiely the Marital Residence, all personal property in the Marital Residence, and all equity associated with the Marital Residence, as her sole and separate property.

FURTHERMORE, the Court would be inclined to award JULIA all community debts; however, this Court did not receive substantial evidence to delineate the extent of the community debt. Specifically, the Court did not receive any credible evidence to corroborate Raphiely's November 6, 2025 Financial Disclosure Form wherein she listed the following debts: $10,000.00 obligation on the Toyota Tacoma repossession and the $17,000.00 in loans from family.

THE COURT FINDS AND CONCLUDES that Raphielly credibly testified that she used her separate property proceeds to invest in the food truck business. Raphielly's testimony is corroborated by Exhibit Z, Bates #DEF00564, which establishes that Raphiely submitted a cashier's check in the amount of $14,571.25 to Ibarra's Food Truck.

[8] $7,067.00 - $29,897,15 = -$22,830.15.

THEREFORE, THE COURT FINDS AND CONCLUDES that the evidence establishes that Raphiely tendered a cashier's check in the amount of $14,571.25 to Ibarra's Food Truck. Exhibit Z, Bates #DEF00564.

Exhibit Z Bates #DEF00565 corroborates Raphiely's testimony concerning the Operating Agreement of the food truck, which states in Bates #DEF00566:

> This Operating Agreement is active at the time of signing. If the Lessee(s) breaks this agreement, Lessee(s) will forfeit the ($5,000.00) Security Deposit and any monies paid to IBARRA'S Rent-A-Food Truck LLC. In addition, the amount owed on this agreement for the balance of 30% of each month's payment will be charged on the unfinished balance of the lease term.

Although Raphiely produced the Operating Agreement (Exhibit Z, Bates #DEF00566) for the food truck, she did not establish what remaining balance on the food truck was; however based upon the Agreement, Raphielly invested the $5,000.00 security deposit, which would be lost by the business' insolvency.

Raphiely contends that based on Julia's conduct, the Court should order Julia to be responsible for any and all outstanding community debts, including the food truck business debts. This Court agrees.

THE COURT FINDS AND CONCLUDES, that based upon the limited evidence that Raphielly presented to the Court, a preponderance of the evidence establishes that as a result of Julia's bad faith actions resulting in the chargebacks that caused the food truck to go out of business, Raphiely lost her initial investment of **$14,571.25** that was applied towards the food truck, in addition to the **$5,000.00** security deposit. THEREFORE, Julia THE COURT FINDS AND CONCLUDES that Julia should

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reimburse Raphiely a grand total of **$19,571.25**,[9] at a minimum, for Raphiely's separate property contributions to the food truck business. FURTHERMORE, THE COURT FINDS AND COCNLUDES COMPELLING REASONS, based upon Julia's bad faith actions (i.e. chargebacks) resulting in the insolvency of the food truck business, to award any and all debts associated with the community business, ***Terrenazo Del Rio Food Truck or any other names, aliases used for said business,*** 100% attributed to Julia.

THEREFORE THE COURT FINDS AND CONCLUDES that JULIA shall be granted the following community assets as her sole and separate property:

1. Any and all bank accounts in her name alone;
2. Any and all furniture and furnishings currently in her possession; and
3. Any and all of her personal property, clothing and jewelry currently in her possession.

RAPHIELY shall be granted the following community assets as her sole and separate property:

1. 100% of the equity in 22 Diamond Circle Property;
2. Reimbursement for Raphiely's $29,897.15 down payment on 22 Diamond Circle, owed by Julia to Raphiely after an offset from the $7,067.00 in equity for a total of **$22,830.15,**[10] which is REDUCED TO JUDGMENT AND

[9] $14,571.25 cashier's check + $5,000.00 security deposit = $19,571.25
[10] $7,067.00 - $29,897,15 = -$22,830.15.

COLLECTIBLE BY ANY LEGAL MEANS, WITH INTEREST ACCRUING AT THE LEGAL RATE;

3. $19,571.25[11] as reimbursement for her separate property contributions to the food truck business, which is REDUCED TO JUDGMENT AND COLLECTIBLE BY ANY LEGAL MEANS, WITH INTEREST ACCRUING AT THE LEGAL RATE;
4. The Bank of America Checking Account valued at $882;
5. Any and all bank accounts in her name alone;
6. Any and all furniture and furnishings currently in her possession; and
7. Any and all of her personal property, clothing and jewelry currently in her possession.

JULIA shall be responsible for the following debts and shall hold RAPHIELY harmless therefrom:

1. Reimbursement for Raphiely's $29,897.15 down payment on 22 Diamond Circle, owed by Julia to Raphiely after an offset from the $7,067.00 in equity for a total of **$22,830.15,**[12] which is REDUCED TO JUDGMENT AND COLLECTIBLE BY ANY LEGAL MEANS, WITH INTEREST ACCRUING AT THE LEGAL RATE;

[11] $14,571.25 cashier's check + $5,000.00 security deposit = $19,571.25
[12] $7,067.00 - $29,897,15 = -$22,830.15.

2. **$19,571.25**[13] as reimbursement to Raphiely for her damages related to the food truck, which is REDUCED TO JUDGMENT AND COLLECTIBLE BY ANY LEGAL MEANS, WITH INTEREST ACCRUING AT THE LEGAL RATE;
3. Any debts, liens, or encumbrances attached to the assets awarded to her *supra*; and
4. Any and all other debts titled solely in her name alone or titled in the name of the community business, ***Terrenazo Del Rio Food Truck or any other names, aliases used for said business,*** or jointly with another third-party.

RAPHIELY shall be responsible for the following debts and shall hold JULIA harmless therefrom:

1. Any debts, liens, or encumbrances attached to the assets awarded to her *supra*; and
5. Any and all other debts titled solely in her name alone or titled jointly with another third-party, other than the community business Terrenazo Del Rio Food Truck or any other names, aliases used for said business.

FURTHERMORE, the parties shall file separate federal income tax returns for 2026 and each year thereafter. Each party shall retain any refund or pay any liability owed on their respective income tax returns and shall hold each other harmless from any liability therefrom.

[13] $14,571.25 cashier's check + $5,000.00 security deposit = $19,571.25

Alimony

NRS 125.150(a) states that in granting a divorce, the court may award such alimony to either spouse, in a specified principal sum or as specified periodic payments, as appears just and equitable.

Determining the amount of alimony a spouse should be awarded falls "within the sound discretion of the trial court." *Sprenger v. Sprenger*, 110 Nev. 855, 859, 878 P.2d 284, 287 (1994). The trial court's discretion, however, is not limitless. The "court must award such alimony as appears 'just and equitable,' having regard to the conditions in which the parties will be left by the divorce." *Id.* at 859, 287 (citing NRS 125.150(1)(a)).

There are two types of alimony: Rehabilitative and Periodic alimony.

Rehabilitative

When determining whether to award rehabilitative alimony and the amount of such an award, NRS 125.150(10) states, in pertinent part:

> 10. In granting a divorce, the court shall consider the need to grant alimony to a spouse for the purpose of obtaining training or education relating to a job, career or profession. In addition to any other factors the court considers relevant in determining whether such alimony should be granted, the court shall consider:
>
> (a) Whether the spouse who would pay such alimony has obtained greater job skills or education during the marriage; and
>
> (b) Whether the spouse who would receive such alimony provided financial support while the other spouse obtained job skills or education.

THE COURT FINDS AND CONCLUDES that both parties failed to establish that they are entitled to any rehabilitative alimony pursuant to NRS 125.150(10).

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Periodic

Determining the amount of periodic alimony a spouse should be awarded falls "within the sound discretion of the trial court." *Sprenger v. Sprenger*, 110 Nev. 855, 859, 878 P.2d 284, 287 (1994). The trial court's discretion, however, is not limitless. The "court must award such alimony as appears 'just and equitable,' having regard to the conditions in which the parties will be left by the divorce." *Id.* at 859, 287 (citing NRS 125.150(1)(a)).

The Nevada Supreme Court has held that the purpose of spousal support is not to equalize post-divorce incomes, but "to allow the recipient to live as nearly as fairly as possible to the station in life enjoyed before the divorce." *Shydler v. Shydler*, 114 Nev. 192, 198, 954 P.2d 37, 40 (1998). Further, the Court should not consider the respective "merits" of the parties in adjudicating the issue of spousal support. *Rodriguez v. Rodriguez*, 116 Nev. 993, 13 P.3d 415 (2000). It is not a "sword to level the wrongdoer," nor is it a "prize to reward virtue." *Id.*116 Nev. at 999, 13 P3d 419. Rather, "alimony is financial support paid from one spouse to the other whenever justice and equity require it." *Id.*

In sum, Nevada law requires an award of "alimony … further some underlying rationale… such as economic need, the receiving spouse's inability to maintain the marital standard of living, or the receiving spouse's decreased income-earning potential as a result of the marriage." *Kogod*, 439 P.3d at 405.

When determining whether to award periodic alimony and the amount of such

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an award, NRS 125.150(9) sets forth the factors that the Court shall consider, in addition to any other factors the court considers relevant. Applying the eleven factors of NRS 125.150(9) to the facts of this case, THE COURT FINDS AND CONCLUDES THAT both parties failed to establish a basis (pursuant to NRS 125.150(9)) to award alimony in this short term marriage where the Court has already found compelling reasons to unequally divide the assets and debts in Raphiely's favor, in addition to awarding Raphiely her reasonable and necessary attorney fees and costs incurred, infra.

ATTORNEY'S FEES AND COSTS

NRS 18.010 Award of attorney's fees.

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

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

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

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

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

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

Rule 5.219. Sanctionable conduct. 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.

THE COURT FINDS AND CONCLUDES that the Raphiely credibly established that Julia multiplied the costs of proceedings through her baseless filings in both this Court and in the eviction proceedings, which has resulted in Raphiely having to incur attorney fees and costs to defend against Julia's frivolous filings that were intended to harass Raphiely. In doing so, Julia has engaged in sanctionable conduct pursuant to EDCR 5.219(a), (b), and (f) through her sustaining a frivolous position in her pursuit of an annulment claim and multiplying proceedings by her refusal to comply with the order of the court especially with regard to the return of the marital residence to the community.

At the February 13, 2025 Hearing, this Court ordered Raphiely's counsel to prepare a Quitclaim Deed for such purpose and that Julia would be responsible for the attorney's

fees and costs involved in such process. In response thereto, Julia stated in open court that she would prepare and record the Quitclaim Deed from TNV back to herself, to avoid paying for Raphiely's attorney's fees and costs. This Court granted Julia's request and ordered her to execute the necessary documents to return title to the marital residence back to her name from TNV Holdings.

By the July 23, 2025 motion hearing, Julia still had not complied with this Court's Order to transfer the Marital Residence back to herself from TNV Holdings Trust. THEREFORE, this Court ordered that the Clerk of the Court to sign a Quitclaim Deed effectuating the Court's order that the Marital Residence be returned to the community pursuant to NRCP 70. Furthermore, this Court renewed its order that Julia would be responsible for associated attorney's fees and costs.

At the July 23, 2025 hearing, due to Julia's failure to effectuate proper service, the Court was forced to strike over ten (10) documents filed by Julia. The Court found that Julia had failed to meet her burden for a Motion for Summary Judgment and that her filing appeared baseless and frivolous.

THE COURT FINDS that the record establishes that Julia has engaged in a pattern of behavior designed to harass Raphiely and multiply the instant proceedings in violation of EDCR 5.219. As a result thereof, Raphiely has had to incur attorney fees and costs in order to successfully transfer the Marital Residence from TNV holdings back to Julia's name via Clerk of the Court.

Raphiely contends that Julia has continued with her pattern of using the court

process to prolong the instant proceedings by filing an appeal prior to the court entering a decree.

Julia denies Raphiely's assertions, yet she offers no substantial credible evidence to corroborate her blanket denial, which, based upon the Court's observations of the parties' demeanor, body language and testimony at trial vis-à-vis the evidence admitted, as well as the papers and pleadings in the record, and the Court's observations of the parties' demeanor at prior proceedings concerning this matter, THE COURT FINDS that whereas Raphiely's testimony was detailed, consistent, credible and corroborated by substantial credible evidence, Julia's testimony is not. THE COURT FURTHER FINDS that Julia's testimony is self-serving, disingenuous, not corroborated by any credible evidence and wholly lacking in credibility. THEREFORE, THE COURT FINDS that Raphiely is more credible and persuasive than Julia, especially it pertains to the court record and the pattern of gamesmanship and bad faith litigation tactics that Julia has engaged in, not only in this underlying proceeding, but also in the summary eviction proceedings, which were dismissed in Raphiely's favor.

THE COURT FURTHER FINDS that Julia's pattern of behavior, discussed supra and infra, provides this Court with compelling reasons to unequally divide the marital estate, as well as award Raphiely with any necessary and reasonable attorney fees incurred as a result of Julia's baseless and frivolous claims that were designed to harass Raphiely and unnecessarily multiply legal proceedings.

THE COURT THEREFORE FINDS AND CONCLUDES that Raphiely is entitled

to an award of reasonable and necessary attorney fees and costs, subject to a *Brunzell* Analysis, *infra*, Memorandum of Fees and Costs and filing of a Financial Disclosure Form within 14 days. Pursuant to *Miller v. Wilfong,* 119 P.3d 727 (2005), it is within the trial Court's discretion to determine the reasonable amount of attorney fees under a statute or rule and that in exercising its discretion, the District Court must evaluate the factors set forth in *Brunzell v. Golden Gate National Bank,* 85 Nev. 345, 455 P.2d 31 (1969), including the qualities of the advocate, the character and difficulty of the work performed, the work actually performed by the attorney, and the result obtained.

If any of these Conclusions of Law are more correctly interpreted as a Finding of Fact, they shall be so construed.

IV.

FINAL ORDERS

Based on the foregoing Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Julia's request for Annulment is denied.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony now and heretofore existing between the parties are hereby wholly dissolved, set aside, and forever held for naught, and that an absolute Decree of Divorce is hereby granted to the parties, and each of the parties are hereby restored to the status of a single, unmarried person.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that as a result

MARI D. PARLADÉ
DISTRICT JUDGE
FAMILY DIVISION,
DEPARTMENT A
LAS VEGAS, NV

of Julia's waste, misappropriation of funds, and financial misconduct pursuant to *Lofgren v. Lofgren*, 112 Nev. 1282, 926 P.2d 296 (1996), and *Putterman v. Putterman*, 113 Nev. 606, 939 P.2d 1047 (1997), there are compelling reasons to unequally divide the marital assets and debts, as set forth herein, *infra*.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Raphielly is awarded the marital residence located at 22 Diamond Circle, Las Vegas, Nevada 89106, and any personal property therein, as well as all of the Marital Residence's equity, as her sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the parties' community assets and debts shall be divided as follows:

JULIA shall be granted the following community assets as her sole and separate property:

1. Any and all bank accounts in her name alone;

2. Any and all furniture and furnishings currently in her possession; and

3. Any and all of her personal property, clothing and jewelry currently in her possession.

RAPHIELY shall be granted the following community assets as her sole and separate property:

1. 100% of the equity in 22 Diamond Circle Property;

2. Reimbursement for Raphiely's $29,897.15 separate property contribution towards the down payment on 22 Diamond Circle, owed by Julia to Raphiely

after an offset from the $7,067.00 in equity for a total of **$22,830.15,**[14] which is REDUCED TO JUDGMENT AND COLLECTIBLE AGAINST JULIA BY ANY LEGAL MEANS, WITH INTEREST ACCRUING AT THE LEGAL RATE;

3. $19,571.25[15] as reimbursement for Raphielly's separate property contribution towards the community business, which is REDUCED TO JUDGMENT AND COLLECTIBLE AGAINST JULIA BY ANY LEGAL MEANS, WITH INTEREST ACCRUING AT THE LEGAL RATE;
4. The Bank of America Checking Account valued at $882;
5. Any and all bank accounts in her name alone;
6. Any and all furniture and furnishings currently in her possession; and
7. Any and all of her personal property, clothing and jewelry currently in her possession.

JULIA shall be responsible for the following debts and shall hold RAPHIELY harmless therefrom:

1. Reimbursement for Raphiely's **$29,897.15** separate property contribution and down payment on 22 Diamond Circle, owed by Julia to Raphiely after an offset from the $7,067.00 in equity for a total of **$22,830.15,**[16] which is REDUCED TO JUDGMENT AND COLLECTIBLE AGAINST JULIA BY

[14] $7,067.00 - $29,897,15 = -$22,830.15.
[15] $14,571.25 cashier's check + $5,000.00 security deposit = $19,571.25
[16] $7,067.00 - $29,897,15 = -$22,830.15.

MARI D. PARLADÉ
DISTRICT JUDGE
FAMILY DIVISION,
DEPARTMENT A
LAS VEGAS, NV

ANY LEGAL MEANS, WITH INTEREST ACCRUING AT THE LEGAL RATE;

2. $19,571.25[17] as reimbursement for Raphiely's separate property contribution towards the community business, which is REDUCED TO JUDGMENT AND COLLECTIBLE AGAINST JULIA BY ANY LEGAL MEANS, WITH INTEREST ACCRUING AT THE LEGAL RATE;
3. Any debts, liens, or encumbrances attached to the assets awarded to her *supra*; and
4. Any and all other debts titled solely in her name alone or titled in the name of the community business, ***Terrenazo Del Rio Food Truck or any other names, aliases used for said business,*** or jointly with another third-party.

RAPHIELY shall be responsible for the following debts and shall hold JULIA harmless therefrom:

1. Any debts, liens, or encumbrances attached to the assets awarded to her *supra*; and
2. Any and all other debts titled solely in her name alone or titled jointly with another third-party.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that neither party shall pay alimony to the other.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that

[17] $14,571.25 cashier's check + $5,000.00 security deposit = $19,571.25

MARI D. PARLADÉ
DISTRICT JUDGE
FAMILY DIVISION,
DEPARTMENT A
LAS VEGAS, NV

Raphiely's request to be awarded Attorney's Fees and Costs is GRANTED, which is subject to Attorney Blair filing a Memorandum of fees and costs to include the *Brunzell* analysis.

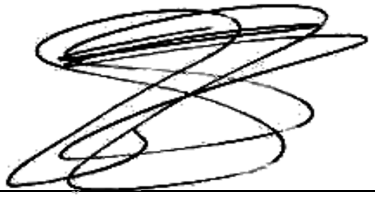
STATUTORY NOTICES

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

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

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated this 13th day of March, 2026



HONORABLE MARI D. PARLADÉ
DISTRICT JUDGE
FAMILY DIVISION
Mari D. Parlade
District Court Judge

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Julia Guadalupe Garcia, Plaintiff. vs. Raphiely Sarahi Anaya Aguilar, Defendant.	CASE NO: D-24-699327-L DEPT. NO. Department A

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing 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: 3/13/2026

Rebecca Blair	rebecca@gallardolawgroup.com
William Grigsby	william@gallardolawgroup.com
Karem Suastegui	karem@gallardolawgroup.com
Julia Garcia	juliagarcia679@gmail.com

DISTRICT COURT
CLARK COUNTY, NEVADA

Annulment Complaint **COURT MINUTES** January 24, 2025

D-24-699327-L Julia Guadalupe Garcia, Plaintiff.
vs.
Raphiely Sarahi Anaya Aguilar, Defendant.

January 24, 2025 10:45 AM Minute Order

HEARD BY: Parlade, Mari D **COURTROOM:** Courtroom 02

COURT CLERK: Cindy Sandoval-Aleman

PARTIES:

Julia Garcia, Plaintiff, Counter Defendant, not present	Pro Se
Raphiely Anaya Aguilar, Defendant, Counter Claimant, not present	Rebecca Blair, Attorney, not present

JOURNAL ENTRIES

- MINUTE ORDER: NO HEARING HELD/ NO APPEARANCES

D-24-699327-L Garcia Matter Set for January 28, 2025 at 9:00 a.m.

NRCP 1 and EDCR 1.10 state that the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action.

Furthermore, pursuant to EDCR 2.23(c), this Court can consider a motion and issue a decision on the papers at any time without a hearing.

Furthermore, pursuant to EDCR 5.507(a), a General Financial Disclosure Form (FDF) must be filed in support of any motion or countermotion that includes a request to establish or modify child support, spousal support, fees and allowances, exclusive possession of a residence, or any matter involving money to be paid by a party. An FDF must be filed within three days of the filing of the motion, countermotion, or opposition it supports, and may only be filed in open court with leave of the judge upon a showing of excusable delay.

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Furthermore, pursuant to EDCR 5.507(g), this Court may construe any motion, opposition, or countermotion not supported by a timely, complete, and accurate financial disclosure as admitting that the positions asserted are not meritorious and cause for entry of orders adverse to those positions.

Furthermore, pursuant to EDCR 5.606, an Order Shortening Time must be served on all parties upon issuance and at least 1 day before the hearing. An order that shortens the notice of a hearing to less than 14 days may not be served by mail.

THE COURT FINDS that Defendant filed a Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney s Fees and Costs and for Related Relief on December 15, 2024.

THE COURT FURTHER FINDS that on December 15, 2024, Defendant filed a Certificate of Service establishing that she served Plaintiff with the Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney s Fees and Costs and for Related Relief.

THE COURT FURTHER FINDS that Defendant s Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney s Fees and Costs and for Related Relief was set to be heard on February 26, 2025 at 11:00 a.m. on Calendar.

THE COURT FURTHER FINDS that on December 18, 2024, the Court signed and filed an Order Shortening Time shortening Defendant s Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney s Fees and Costs and for Related Relief to be heard on January 28, 2025 at 9:00 a.m. on Calendar. In the Order Shortening Time, Defendant was directed to serve and file proof of service of the Order Shortening Time upon Plaintiff before January 27, 2025 at 9:00 a.m., or the hearing will be VACATED.

THE COURT FURTHER FINDS that as of today s date, January 24, 2025, neither party has filed a General Financial Disclosure Form, nor has either party filed a General Financial Disclosure Form within the last six months, although the Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney s Fees and Costs and for Related Relief involves requests regarding exclusive possession of the marital residence, money to be paid by a party, and attorney s fees.

THE COURT FURTHER FINDS that as of today s date, January 24, 2025, no proof of service of the Order Shortening Time has been filed by Defendant.

THEREFORE, THE COURT ORDERS that the hearing on Defendant s Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney s Fees and Costs and for Related Relief shall be CONTINUED to be heard on the date of the Case Management Conference in this Matter, February 13, 2025 at 10:30 a.m.

THE COURT FURTHER ORDERS that Defendant shall file a General Financial Disclosure Form in support of her Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for

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Attorney s Fees and Costs and for Related Relief at least one week before the continued hearing date. Defendant s failure to file an FDF in support of her Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney s Fees and Costs and for Related Relief at least one week before the hearing date, or February 6, 2025, will be construed as her admission that her position is not meritorious, and thus cause for entry of an order adverse to such Motion pursuant to EDCR 5.507(a) (g).

THE COURT FURTHER ORDERS that if Defendant fails to file her FDF one week prior to February 13, 2025 at 10:30 a.m., Defendant s Motion for Exclusive Possession of Marital Residence, for Temporary Orders, for Attorney s Fees and Costs and for Related Relief will be DENIED and the Motion Hearing will be VACATED.

CLERK'S NOTE: A copy of the minute order was e-mailed to the Plaintiff and Defendant's Counsel. (1/24/2025, CS)

INTERIM CONDITIONS:

FUTURE HEARINGS:

DISTRICT COURT
CLARK COUNTY, NEVADA

Annulment Complaint **COURT MINUTES** February 13, 2025

D-24-699327-L Julia Guadalupe Garcia, Plaintiff.
vs.
Raphiely Sarahi Anaya Aguilar, Defendant.

February 13, 2025 10:30 AM All Pending Motions

HEARD BY: Parlade, Mari D **COURTROOM:** Courtroom 02

COURT CLERK: Andrelle Stanley

PARTIES:

Julia Garcia, Plaintiff, Counter Defendant, present	Pro Se
Julia Garcia, Plaintiff, present	Pro Se
Julia Garcia, Plaintiff, present	Pro Se
Raphiely Anaya Aguilar, Defendant, Counter Claimant, present	Rebecca Blair, Attorney, present

JOURNAL ENTRIES

- CASE MANAGEMENT CONFERENCE ... DEFENDANT'S MOTION FOR EXCLUSIVE POSSESSION OF MARITAL RESIDENCE, FOR TEMPORARY ORDERS, FOR ATTORNEY'S FEES AND COSTS, AND FOR RELATED RELIEF

Plaintiff appeared IN PERSON. Defendant and Attorney Blair appeared via VIDEO CONFERENCE through the ZOOM application. Interpreter, Leo Gutierrez, was also present for Defendant.

Plaintiff and Defendant SWORN IN.

Court noted the pleadings and papers on file. Court further noted Plaintiff's failure to file an Opposition.

Arguments regarding allegations of bad faith, the eviction action, service issues, the marital residence, exclusive possession, the real estate purchase transactions, community property, debts, allegations of false claims, title ownership, the status of the community business, and personal

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expenses.

Court emphasized the Joint Preliminary Injunction (JPI) in place.

Further arguments regarding documentation, the Deed, credit history, and past due payments.

Attorney Blair pointed out that Interpreter lost connection on ZOOM.
Interpreter stated that there is a power outage in his building.

Colloquy regarding Interpreter's connection and available devices.

Court highlighted Plaintiff's Exhibits that were recently filed are improper.

Plaintiff confirmed her physical address in OPEN COURT.

COURT ADMONISHED Interpreter due to his technological issues and unreadiness that delayed the hearing.

Interpreter phoned into the ZOOM meeting.

Continued arguments regarding conflicts between the parties, evidence, burden of proof, allegations of harassment, residency, mental health concerns, allegations of gamesmanship, Gross Monthly Income (GMI), allegations of underemployment, the ability to pay, procedural requirements, and allegations of financial harm.

Court further noted any property purchased during a marriage is presumed to be community property. Court further noted the parties were married on December 5, 2023 and the marital home was purchased on May 15, 2024. Court further noted it must preserve the community with temporary orders until separate property is established at trial. Court further noted it must ensure its orders are complied with.

Plaintiff confirmed her e-mail address in OPEN COURT.

Colloquy regarding temporary orders, financial relief, outstanding invoices, chargebacks, bank accounts, personal assets, good faith efforts, compliance, allegations of marital waste, contracts, deadlines, and future proceedings.

Court further noted if there are any allegations of fraud, then that must be specifically pled.

Based upon the arguments presented and the evidence provided, COURT FURTHER STATED its FINDINGS and ORDERED, as follows:

Plaintiff's EXHIBITS filed on February 13, 2025 [Docket No. 20 and Docket No. 21] shall be

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STRICKEN from the record. Plaintiff shall re-file and serve her EXHIBITS with the proper HEADER and CASE CAPTION if she want these a part of the record;

Defendant's MOTION is GRANTED;

The REAL PROPERTY located at 22 Diamond Circle, Las Vegas, NV 89106 is presumed COMMUNITY PROPERTY;

Defendant is awarded EXCLUSIVE POSSESSION of the MARITAL RESIDENCE;

Plaintiff shall transfer the MARITAL RESIDENCE back into her name solely pending the NON-JURY TRIAL no later than end of business TODAY;

Attorney Blair shall prepare a QUIT CLAIM DEED that shall be executed by Plaintiff TODAY. Plaintiff shall file and record the QUIT CLAIM DEED no later than end of business TODAY and shall bear the COSTS. Plaintiff shall also bear the COSTS for Attorney Blair to prepare the QUIT CLAIM DEED;

If the QUIT CLAIM DEED is NOT executed, filed, and recorded TODAY, then Attorney Blair shall be authorized to have the CLERK OF THE COURT execute the QUIT CLAIM DEED, transferring the MARITAL RESIDENCE to JOINT OWNERSHIP between Plaintiff and Defendant, and Attorney Blair shall file and record the QUIT CLAIM DEED. Attorney Blair may submit an EX PARTE REQUEST at that time. Plaintiff shall bear the FEES and COSTS due to NON-COMPLIANCE;

Plaintiff shall turn over ALL ACCESS to the MARITAL RESIDENCE, including ALL ONLINE LOGIN information, to Defendant within TWO (2) HOURS. Parties shall cooperate to transfer ALL ACCOUNTS to Defendant's name;

Defendant shall be responsible for maintaining the MARITAL RESIDENCE, which includes paying for the MORTGAGE, UTILITIES, and SOLAR PANELS. Parties shall work together to preserve the MARITAL RESIDENCE, which includes cooperating to secure a FORBEARANCE on the MORTGAGE. Defendant shall be responsible for the MINIMUM PAYMENT on the MORTGAGE in accordance with the FORBEARANCE if approved. Plaintiff shall NOT interfere with the FORBEARANCE process;

Plaintiff shall cooperate with the activation of the SOLAR PANELS so as long as Plaintiff signed the contract for the SOLAR PANELS;

Attorney Blair shall provide Plaintiff with the REVENUE STATEMENTS from the COMMUNITY BUSINESS;

If at any time Defendant fails to pay the MORTGAGE and it becomes DELINQUENT beyond THIRD (30) DAYS, then the MARITAL RESIDENCE shall be LISTED FOR SALE immediately, the matter

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shall be placed back ON CALENDAR by way of a MOTION and ORDER SHORTENING TIME (OST), and the SALE PROCEEDS shall be placed in TRUST pending the NON-JURY TRIAL;

Parties shall NOT initiate any EVICTION actions and/or SUMMARY proceedings and any actions as such that are PENDING shall be DISMISSED;

Parties shall NOT transfer any MARITAL ASSETS outside of the COMMUNITY;

Plaintiff shall file and serve an updated FINANCIAL DISCLOSURE FORM (FDF) with supporting documentation, such as PAY STUBS, PROFIT and LOSS STATEMENTS, and/or BANK RECORDS, no later than end of business TOMORROW;

Defendant's REQUEST to be awarded ATTORNEY'S FEES and COSTS is GRANTED, which is SUBJECT TO Attorney Blair filing a Memorandum of FEES and COSTS, to include the BRUNZELL ANALYSIS, and the review of each party's FINANCIAL DISCLOSURE FORM;

DISCOVERY is open and 16.2 DISCLOSURES shall be exchanged. Parties shall comply with DISCOVERY REQUESTS and RESPONSES;

The CALENDAR CALL is SET on October 23, 2025 at 10:00 AM. Parties may appear via ZOOM;

The NON-JURY TRIAL is also SET on November 7, 2025 at 9:00 AM (Full Day). Parties shall appear IN PERSON. Department A shall prepare and issue a TRIAL MANAGEMENT ORDER (TMO);

Each party's MARITAL WASTE CLAIMS shall be addressed at the NON-JURY TRIAL;

The TEMPORARY ORDERS are SUBJECT TO re-tax and/or reapportionment at the NON-JURY TRIAL;

Parties shall ensure they are signed up for E-SERVICE through EFILENV; and

Attorney Blair shall prepare and submit the ORDER from today's hearing to Department A.

INTERIM CONDITIONS:

FUTURE HEARINGS: Oct 23, 2025 10:00AM Calendar Call
Parties may appear via Zoom
Courtroom 02 Parlade, Mari D

Nov 07, 2025 9:00AM Non-Jury Trial
re: Divorce and Related Issues (Full Day - In Person)
Courtroom 02 Parlade, Mari D

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DISTRICT COURT
CLARK COUNTY, NEVADA

Annulment Complaint **COURT MINUTES** June 05, 2025

D-24-699327-L Julia Guadalupe Garcia, Plaintiff.
vs.
Raphiely Sarahi Anaya Aguilar, Defendant.

June 05, 2025 **11:00 AM** **Minute Order**

HEARD BY: Parlade, Mari D **COURTROOM:** Chambers

COURT CLERK: Cindy Sandoval-Aleman;

PARTIES:

Julia Garcia, Plaintiff, Counter Defendant, not present	Pro Se
Raphiely Anaya Aguilar, Defendant, Counter Claimant, not present	Rebecca Blair, Attorney, not present

JOURNAL ENTRIES

- MINUTE ORDER: NO HEARING HELD/ NO APPEARANCES

D-24-699327-L Chambers Calendar

NRCP 1 and EDCR 1.10 state that the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action.

Further, pursuant to EDCR 2.23(c), this Court can consider a motion and issue a decision on the papers at any time without a hearing.

Furthermore, pursuant to EDCR 5.501(a), except for motions served with the initial pleading in a case or as otherwise provided herein or by other rule, statute, or court order, before any family division matter motion is filed, the movant MUST attempt to resolve the issues in dispute with the other party.

Furthermore, pursuant to EDCR 5.501(b), a party filing a motion in which no attempt was made to resolve the issues in dispute with the other party shall include a statement within the motion of what

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provision, futility, or impracticability prevented an attempt at resolution in advance of filing.

Furthermore, pursuant to EDCR 5.507(a), a General Financial Disclosure Form (FDF) must be filed in support of any motion or countermotion that includes a request to establish or modify child support, or any matter involving money to be paid by a party. Pursuant to EDCR 5.507(b), an FDF must be filed in support of any opposition to a motion or countermotion that includes a request to establish or modify child support, or any matter involving money to be paid by a party. Pursuant to EDCR 5.507(d), an FDF must be filed within three days of the filing of the motion, countermotion, or opposition it supports, and may only be filed in open court with leave of the judge upon a showing of excusable delay. Pursuant to EDCR 5.507(f), an assertion within a motion, opposition, or countermotion that there has been no material change in a financial disclosure form filed within the preceding 6 months satisfies this rule.

Furthermore, pursuant to North Main, LLC v. Eighth Judicial Dist. Court of State ex rel. County of Clark, a party may seek reconsideration of a ruling of the court; however, only in very rare instances in which new issues of fact or law are raised supporting a ruling contrary to the ruling already reached should a motion for rehearing be granted. In addition, Points or contentions not raised in the original hearing cannot be maintained or considered on rehearing. N. Main, LLC v. Eighth Judicial Dist. Court of State ex rel. Cnty. of Clark, 128 Nev. 922, 381 P.3d 646 (2012).

THE COURT FURTHER FINDS that on February 13, 2025, Plaintiff filed a Motion for Reconsideration.

THE COURT FURTHER FINDS that on May 11, 2025, Defendant filed an Opposition to Plaintiff's Motion for Reconsideration and Countermotion for Attorney s Fees and Costs and for Related Relief.

THE COURT FURTHER FINDS that Plaintiff s Motion for Reconsideration and Defendant s corresponding Opposition was set to be heard on May 12, 2025 at 8:45 a.m. on Chambers Calendar.

THE COURT FURTHER FINDS that Plaintiff s Motion is comprised of an unsupported assertion that she is not the Trustee of TNV Holdings and has no legal capacity to transfer property under TNV Holdings. Furthermore, any Exhibits submitted by Plaintiff were not in the appropriate format and did not contain a corresponding Certificate of Service establishing that she served Defendant with such Exhibits, and thus, the Court cannot review them. Notably, Plaintiff indicated that she did not try to resolve this issue with the other party before filing this motion, though THE COURT FINDS Plaintiff did not have a reasonable justification for failing to do so pursuant to EDCR 5.501(a) and (b).

THE COURT FURTHER FINDS that upon review of the papers and pleadings filed herein, Plaintiff failed to set forth legal grounds or a legal basis for the Court to reconsider the Matters addressed at the February 13, 2025 Hearing pursuant to N. Main, LLC v. Eighth Judicial Dist. Court of State ex rel. Cnty. of Clark; therefore, there is good cause to DENY Plaintiff s Motion for Reconsideration.

THE COURT FURTHER FINDS that it would be inclined to GRANT Defendant's Countermotion for

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Attorney's Fees and Costs and for Related Relief due to Plaintiff s lack of legal basis and failure to attempt to resolve the issue with the opposing party before filing her Motion. However, THE COURT FINDS that Defendant did not submit a General Financial Disclosure Form (FDF) in support of her Opposition to Plaintiff's Motion for Reconsideration and Countermotion for Attorney s Fees and Costs and for Related Relief, nor did she assert in her Countermotion that there have been no material changes to an FDF that has been filed within the preceding 6 months.

THEREFORE, THE COURT FINDS that Defendant's Countermotion for Attorney's Fees and Costs and for Related Relief is HEREBY DENIED.

THEREFORE, THE COURT ORDERS that Plaintiff's Motion for Reconsideration and Defendant's Countermotion for Attorney's Fees and Costs and for Related Relief are HEREBY DENIED WITHOUT PREJUDICE.

THE COURT FURTHER ORDERS that the Matter set for May 12, 2025 at 8:45 a.m. on Chambers Calendar is HEREBY VACATED.

CLERK'S NOTE: A copy of the minute order was e-mailed to the Plaintiff and Defendant's Counsel. (6/05/2025, CS)

INTERIM CONDITIONS:

FUTURE HEARINGS:

Oct 23, 2025 10:00AM Calendar Call
Parties may appear via Zoom
Courtroom 02 Parlade, Mari D

Nov 07, 2025 9:00AM Non-Jury Trial
re: Divorce and Related Issues (Full Day - In Person)
Courtroom 02 Parlade, Mari D

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DISTRICT COURT
CLARK COUNTY, NEVADA

Annulment Complaint **COURT MINUTES** July 23, 2025

D-24-699327-L Julia Guadalupe Garcia, Plaintiff.
vs.
Raphiely Sarahi Anaya Aguilar, Defendant.

July 23, 2025 **9:00 AM** **All Pending Motions**

HEARD BY: Parlade, Mari D **COURTROOM:** Courtroom 02

COURT CLERK: Nillyreth Tabares

PARTIES:

Julia Garcia, Plaintiff, Counter Defendant, not present	Pro Se
Julia Garcia, Plaintiff, present	Pro Se
Raphiely Anaya Aguilar, Defendant, Counter Claimant, present	Rebecca Blair, Attorney, present

JOURNAL ENTRIES

- PLAINTIFF'S MOTION FOR SUMMARY JUDGEMENT.

DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR RECONSIDERATION AND COUNTERMOTION FOR ATTORNEY'S FEES AND COSTS AND FOR RELATED RELIEF.

PLAINTIFF'S UNOPPOSED MOTION FOR SUMMARY JUDGEMENT WITH INCORPORATED MEMORANDUM OF POINTS AND AUTHORITIES.

Parties and counsel present via audio/ visual. Certified Spanish interpreter, Jeannette Encinas present via audio/ visual.

Court noted the Court cannot hear Plaintiff, Julia Garcia and she must call the courtroom or turn on audio otherwise this court will proceed without her.

Attorney Blair stated there is no bases for the Motion for Reconsideration. Plaintiff made allegations that she is not on the trust however, she did not show documentation on who in on the trust, further

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she has not taken any further steps to contact their office in attempts of a resolution. Plaintiff refuses to comply or cooperate in executing the quit claim deed. There is a new request is for attorneys fees as well.

Plaintiff SWORN IN.

Court heard Plaintiff's testimony regarding Defendant failing to reply to her request for documents.

Court noted those matters need to be brought before the Discovery Commissioner. The matter present before this Court today is Motion for Summary Judgement.

Attorney Blair stated her office has not received the Motion for Summary Judgement or a Certificate of Service for any documents.

Plaintiff stated she filed everything through Tyler Odyssey.

Discussions regarding service and Plaintiff retrieving her belongings.

Court FINDS counsel nor Defendant have not been properly served.

Court ORDERED,

Based on EDCR 5.205 and NRCP 5(b) (1) document 45, 43, 40, 37, 35, 33, 32, 31, 27 & 26 SHALL be STRICKEN from the record as fugitive documents.

Court FURTHER FINDS movement has failed to meet her burden for Motion for Summary Judgement. Plaintiff has failed to execute proper service. Motion appears to be baseless pursuant to EDCR. 5.501 and 5.509.

Court FURTHER FINDS there has been no compliance with this Court's Order from 3/28/2025. There is a valid Joint Preliminary Injunction in place. Property located on Diamond Circle is presumed to be community property and must be reverted back to litigants.

Court ORDERED,

Motion for Summary Judgement is DENIED.

Countermotion for attorney fees is GRANTED.

If Plaintiff fails to sign off on the Quite Claim Deed, than the Clerk of the Clerk can issue and sign off Quite Claim for property to be restored to the respective litigants. Any Lis Pendens are to remain on the property. Property is NOT to be sold or changed until the trial date.

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Parties MUST use E- Service through Tyler Odyssey.

Parties to abide by the Mututal Behavior Order.

Attorney Blair to prepare Order

INTERIM CONDITIONS:

FUTURE HEARINGS:

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DISTRICT COURT
CLARK COUNTY, NEVADA

Annulment Complaint **COURT MINUTES** September 18, 2025

D-24-699327-L Julia Guadalupe Garcia, Plaintiff.
vs.
Raphiely Sarahi Anaya Aguilar, Defendant.

September 18, 2025 **9:00 AM** **Order to Show Cause**

HEARD BY: Moss, Cheryl B. **COURTROOM:** Courtroom 02

COURT CLERK: Nillyreth Tabares

PARTIES:

Julia Garcia, Plaintiff, Counter Defendant, not present	Pro Se
Raphiely Anaya Aguilar, Defendant, Counter Claimant, not present	Rebecca Blair, Attorney, present

JOURNAL ENTRIES

- ORDER TO SHOW CAUSE: RE: PAST ORDER FROM THE HEARING ON 7/23/2025. ATTY BLAIR WAS TO PREPARE THE ORDER.

Attorney Rebecca Blair present via audio/ visual.

Attorney Blair stated the Order has not been submitted yet but it is almost complete.

Following discussions:

Court ORDERED,

Order to Show Cause CONTINUED to October 23, 2025 at 10:00 a.m., in courtroom 2.

Attorney Rebecca Blair to submit Order.

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INTERIM CONDITIONS:

FUTURE HEARINGS:

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DISTRICT COURT
CLARK COUNTY, NEVADA

Annulment Complaint **COURT MINUTES** October 02, 2025

D-24-699327-L Julia Guadalupe Garcia, Plaintiff.
vs.
Raphiely Sarahi Anaya Aguilar, Defendant.

October 02, 2025 9:30 AM Hearing

HEARD BY: Wiese, Jerry A. **COURTROOM:** RJC Courtroom 17A

COURT CLERK: Reina Villatoro

PARTIES:

Julia Garcia, Plaintiff, Counter Defendant, not present	Pro Se
Raphiely Anaya Aguilar, Defendant, Counter Claimant, not present	Rebecca Blair, Attorney, not present

JOURNAL ENTRIES

- No parties present. COURT ORDERED, Matter Under Advisement; Court will review JAVS recording before issuing Order.

INTERIM CONDITIONS:

FUTURE HEARINGS:

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DISTRICT COURT
CLARK COUNTY, NEVADA

Annulment Complaint **COURT MINUTES** October 23, 2025

D-24-699327-L Julia Guadalupe Garcia, Plaintiff.
vs.
Raphiely Sarahi Anaya Aguilar, Defendant.

October 23, 2025 10:00 AM Calendar Call

HEARD BY: Parlade, Mari D **COURTROOM:** Courtroom 02

COURT CLERK: Vanessa Mendez

PARTIES:

Julia Garcia, Plaintiff, Counter Defendant, present	Pro Se
Raphiely Anaya Aguilar, Defendant, Counter Claimant, not present	Rebecca Blair, Attorney, present

JOURNAL ENTRIES

- CALENDAR CALL

Plaintiff, Julia Guadalupe Garcia, appeared via ZOOM.
Defendant, Raphiely Anaya Aguilar, NO APPEARANCE; Attorney Blair appeared via ZOOM.

Court notes there have not been any Pre-Trial Memorandums filed.

Attorney Blair requested to continue the Calendar Call for one week, there has been a Settlement Offer and believes they will have a resolution.

Upon Court's inquiry Attorney Blair stated that the previous Order has been submitted and the Order to Show cause was Vacated.

COURT ORDERS
Trial will STAND, if the parties come to a resolution, the Trial can be Vacated. The Parties will have until 6:00 p.m. today to submit their Pre-Trial Memorandums if the Trial is going to go forward.

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INTERIM CONDITIONS:

FUTURE HEARINGS:

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DISTRICT COURT
CLARK COUNTY, NEVADA

Annulment Complaint **COURT MINUTES** November 07, 2025

D-24-699327-L Julia Guadalupe Garcia, Plaintiff.
vs.
Raphiely Sarahi Anaya Aguilar, Defendant.

November 07, 2025 **9:00 AM** **Non-Jury Trial**

HEARD BY: Parlade, Mari D **COURTROOM:** Courtroom 02

COURT CLERK: Nillyreth Tabares; Andrelle Stanley

PARTIES:

Julia Garcia, Plaintiff, Counter Defendant, present	Pro Se
Raphiely Anaya Aguilar, Defendant, Counter Claimant, present	Rebecca Blair, Attorney, present

JOURNAL ENTRIES

- Parties and counsel present in person.

Parties stipulated to admitting all exhibits. Spanish interpreter present for Defendant.

Parties SWORN IN.

Testimony and exhibits (see worksheets)

Court noted Plaintiff does not have exhibits clearly marked not in he correct manner.

Matter TRAILED for Plaintiff to properly mark exhibits.

Matter RECALLED. All parties present as before.

Further testimony.

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Matter RECESSED for lunch.

Matter RECALLED.

Testimony (see worksheets)

Court ORDERED,

Closing Briefs and Proposed Findings of Facts and Conclusions of Law MUST be e-mailed to opposing party and Department A law clerk by January 5, 2026 by 5:00 p.m.

Attorney Blair has one week to file Memorandum of Fees and Costs.

INTERIM CONDITIONS:

FUTURE HEARINGS:

Plaintiff's EXHIBIT LIST

HEARING DATE: 11/7/25

CASE NO.: D-24-699327-L

Garcia v. Aguliar

	Exhibit #	Exhibit Description	Date Offered	Objected	Date Admitted
✓	1	Affidavit of facts	11/7/25	STIP	11/7/25
✓	2	~~Affidavit of facts~~ Continuation			
✓	3	Continuation crimes & fraud			
✓	4	Fraudulent Contract Demand for Cancel			
✓	5	Certificate of Trust			
✓	6	Gift Letter			
✓	7	20.779.861 Foreclosure Screenshot	11/7/25	STIP	11/7/25

DEFENDANT RAPHIELY SARAHI ANAYA AGUILAR

ADV. JULIA GUADALUPE GARCIA

DEFENDANT'S TRIAL EXHIBIT LIST

CASE NO. D-24-699327-L

DEPT. A TRIAL DATE: 11/07/2025 @ 09:00AM

Exhibit	Exhibit Description	Offered	Objected	Admitted
A	7-Day Eviction Notice for Failure to Pay Rent dated November 11, 2024 (DEF00001–DEF00002)	11/7/25	Stip	11/7/25
B	Certified Copy of Order and Notice of Entry of Order Regarding Complaint for Summary Eviction under Case No. 24E039880 (DEF00003)	↓	↓	↓
C	Certified Copy of Register of Actions for Eviction under Case No. 24E039880 (DEF00004-DEF00005)	↓	↓	↓
D	Quitclaim Deed for 22 Diamond Cir., Las Vegas, NV 89106 property, showing Plaintiff transferred said Marital Residence to TNV Holdings Trust (DEF00006-DEF00010)	↓	↓	↓
E	Chase Statements Showing Down Payment and Mortgage Payments re Marital Residence (DEF00011-DEF00026)	↓	↓	↓
F	Bank of America Statements Showing Mortgage Payments re Marital Residence (DEF00027-DEF00038)	↓	↓	↓

			Offered	Objected	Admitted
✓	G	Photos of Parties Celebrating Their Engagement, Their Wedding, and Other Relationship Photos (DEF00039-DEF00092)	11/7/25	Stip	11/7/25
✓	H	Parties' Marriage Certificate (DEF00093)	↓	↓	↓
✓	I	Huntington & Ellis Buyer Brokerage Agreement (DEF00094-DEF00097)	↓	↓	↓
✓	J	Documents from Equity Title of Nevada regarding Marital Residence located at 22 Diamond Cir., Las Vegas, NV 89106 (DEF00098-DEF00227)	↓	↓	↓
✓	K	Screenshot of text messages regarding Marital Residence and translation (DEF00228-DEF00285)	↓	↓	↓
✓	L	Screenshot of text messages between Defendant and Plaintiff regarding Business Account and translation (DEF00286-DEF00302)	↓	↓	↓
✓	M	Screenshot of text messages regarding Business Account and translation (DEF00303-DEF00319)	↓	↓	↓
✓	N	Screenshots of Plaintiff's side businesses offers and services (DEF00320-DEF00325)	↓	↓	↓
✓	O	Notice of Breach and Default and of Election to Sell or Cause to be Sold Real Property Under Deed of Trust and Notice of Foreclosure for Marital Residence located 22 Diamond Cir., Las Vegas, NV 89106 (DEF00326-DEF00335)	↓	↓	↓
✓	P	Quitclaim Deed for real property located at 22 Diamond Circle, Las Vegas, Nevada 89106 recorded on October 30, 2025 (DEF00336-DEF00338)	↓	↓	↓

			Offered	Objected	Admitted
✓	Q	Zillow profile for 22 Diamond Circle, Las Vegas, Nevada 89106 property (DEF00339-DEF00340)	11/7/25	stip	11/7/25
✓	R	Redfin profile for 22 Diamond Circle, Las Vegas, Nevada 89106 property (DEF00341-DEF00348)	↓	↓	↓
✓	S	Realtor.com profile for 22 Diamond Circle, Las Vegas, NV 89106 property (DEF00349-DEF00355)	↓	↓	↓
✓	T	Bank of America Statements for Account ending in 5967 showing Mortgage Payments regarding Marital Residence from December 2024 to September 2025 (DEF00356-DEF00435)	↓	↓	↓
✓	U	Email from Plaintiff to Defendant's Counsel making requests after hours and threatening to involve the police (DEF00436)	↓	↓	↓
✓	V	Defendant's UMC Medical Records from December 2024 and January 2025 (DEF00437-DEF00505)	↓	↓	↓
✓	W	Spirit Airlines Flight Confirmation E-Mail and Spirit Airlines Itinerary Cancelation (DEF00506-DEF00515)	↓	↓	↓
✓	X	E-Mails from Bank of America regarding Business Account (DEF00516-DEF00543)	↓	↓	↓
✓	Y	Bank of America Business Account Information for Business Account ending in 2509 (DEF00544-DEF00561)	↓	↓	↓
✓	Z	Contract and receipts regarding food truck and business expenses (DEF00562-DEF00595)	↓	↓	↓
✓	AA	Emails and Contract from Sunnova Home Solar Service regarding the solar panels for Marital Residence	✓	✓	✓

		Offered	Objected	Admitted
	(DEF00596-DEF00636)			
✓ BB	Receipt of Payment, Contract for Immigration Services for Parties and translation (DEF00637-DEF00642)	11/7/25	Stipulated	11/7/25
✓ CC	Amortization Schedule (DEF00643-DEF00651)	11/7/25	Stip	11/7/25

Certification of Copy

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

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

NOTICE OF APPEAL; CASE APPEAL STATEMENT; CONFIDENTIAL ORDER TO PROCEED IN FORMA PAUPERIS; DISTRICT COURT DOCKET ENTRIES; CONFIDENTIAL FAMILY COURT COVER SHEET; FINDINGS OF FACTS, CONCLUSIONS OF LAW AND DECREE OF DIVORCE; NOTICE OF ENTRY OF DECREE; DISTRICT COURT MINUTES; EXHIBITS LIST

JULIA GUADALUPE GARCIA,

Plaintiff(s),

vs.

RAPHIELY SARAHI ANAYA AGUILAR,

Defendant(s),

Case No: D-24-699327-L

Dept No: A

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto Set my hand and Affixed the seal of the Court at my office, Las Vegas, Nevada This 8 day of April 2026.

Steven D. Grierson, Clerk of the Court

/s/ Shaun Salcedo
Shaun Salcedo, Deputy Clerk