

Supreme Court of Nevada
ADMINISTRATIVE OFFICE OF THE COURTS

KATHERINE STOCKS
State Court Administrator



JOHN McCORMICK
Assistant Court Administrator

MEETING NOTICE AND AGENDA

COMMISSION ON JUDICIAL SELECTION

Date and Time of Meeting: Friday, February 21, 2025, at 3:00 p.m.

Venue: Zoom Meeting
ID: 842 6015 9640
Passcode:
155094

AGENDA

1. Call to Order
2. Roll Call and Determination of Quorum Pursuant to Rule 4.F
3. Public Comment Pursuant to Rule 4.C.ii
4. Approval of Meeting Summary of January 24, 2025 (Tab 1)*
5. Seventh Judicial District, Department 2 Interview Schedule
 - a. 09:15 a.m. April R. Bradshaw
 - b. 09:45 a.m. John W. Muije
 - c. 10:15 a.m. -Break-
 - d. 10:30 a.m. Jane Eberhardy
 - e. 11:00 a.m. David Loreman
 - f. 11:30 a.m. -Break-
 - g. 11:40 a.m. Dylan V. Frehner
6. Adjournment

*Denotes items which the Commission may take action.

Accommodation: We are pleased to make reasonable accommodations for the members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify the Administrative Office of the Courts, in writing to mbautista@nvcourts.nv.gov or call Margarita Bautista at (775) 684-1710.

Notice: Commission Rule 4.B. public notice of meeting, was provided at least three working days prior to the meeting. Notice of this meeting was posted on the Supreme Court Website www.nvcourts.gov.

TAB 1

Supreme Court of Nevada
ADMINISTRATIVE OFFICE OF THE COURTS

KATHERINE STOCKS
State Court Administrator



JOHN MCCORMICK
Assistant Court Administrator

MEETING SUMMARY

Organization: **Commission on Judicial Selection**
Eighth Judicial District, Department Y

Date and Time: Friday, January 24, 2025, at 8:45 am

Venue: Supreme Court Las Vegas Courtroom and Youtube

Commissioners Present

Chair, Chief Justice Douglas Herndon
Vice-Chair Gregory Kamer Esq.
Ms. Donna Bath
Ms. Audrey Beeson Esq.
Ms. Justina Caviglia Esq.
Mr. Andrew Diss
Mr. Peter Guzman
Mr. Gregory Kamer Esq.
Mr. Mateo Portelli

Guests Present

Ms. Stephanie Phillips, Veterans in Politics
Mr. Steve Sanson, Veterans in Politics
Mr. Ryan Cervantez
Mr. Ryan Stockey
Ms. Jennifer Crosier
Mr. Jason Sherman
Ms. Michael Press
Ms. Morgan Crosier
Ms. Victoria Jones
Mr. John Jones

Commission Staff Present

Ms. Margarita Bautista

AGENDA

1. Call to Order

Chair Herndon called the meeting to order at 8:47 a.m.

Chair Herndon stated the Commission meeting is being streamed live on the Court's Youtube Channel. He welcomed the Commissioners and thanked Mr. Mateo Portelli for returning as a temporary commissioner. Chair Herndon also congratulated Commissioners Kamer and Slabaugh on their re-appointment.

2. Roll Call and Determination of Quorum Pursuant to Rule 4.F.

Sec'y Stocks took roll and a quorum was present.

3. Public Comment Pursuant to Rule 4.C.ii.

Public comment was set for two minutes per individual. The following members of the public provided comments to the Commission.

- Stephanie Phillips

- Ryan Stockey
- Jennifer Crosier
- Jason Sherman
- Michael Press
- Ryan Cervantez
- Morgan Crosier
- Victoria Jones
- John Jones
- Steve Sanson

This meeting summary also includes written public comments.

4. Approval of Meeting Summary from December 19, 2024*

Chair Herndon asked the Commissioners for any changes to the meeting summary from December 19, 2024.

Vice Chair Kamer moved to approve the meeting summary.

Com'r Guzman seconded the motion.

- The motion passed unanimously.

5. Disclosures pursuant to Commission Rule 2

Chair Herndon asked for disclosures pursuant to Commission Rule 2 for any personal or business relationship, whether positive or negative, with any applicant that may directly or indirectly influence a commissioner's decision.

Com'r Beeson stated she is a family law attorney and is aware of all the applicants in social settings. She noted she has eaten dinner with Ms. White a few times per year.

Chair Herndon clarified the distinction between the Canons and an appearance of a conflict of interest and asked whether Com'r Beeson felt she could remain neutral in the decision.

Com'r Beeson stated she believed she could be impartial.

Com'r Guzman stated he knows Ms. White well and can proceed without conflict.

At the conclusion of disclosures Chair Herndon asked whether the Commission believed any of the disclosures should lead to disqualification of any commissioner from the process. No Commissioners found a conflict under Rule 2 and proceeded with all commissioners.

6. Appointment of Vice Chair pursuant to Rule 4.E*

Chair Herndon stated the Commission Rules require the appointment of a Vice-Chair at the first public meeting of each calendar year. Chair Herndon asked for any motions to nominate this year's Vice-Chair.

Com'r Diss nominated Mr. Kamer.

Com'rs Caviglia and Guzman seconded the motion simultaneously.

- The motion passed unanimously.

9:15 a.m.

7. Interviews for Eighth Judicial District Department Y**

- | | |
|---------------|-----------------|
| a. 09:19 a.m. | Emily McFarling |
| b. 09:49 a.m. | Melvin Grimes |
| c. 10:46 a.m. | Jason Stoffel |
| d. 11:19 a.m. | Nicholas Petsas |
| e. 12:20 p.m. | Paul Gaudet |
| f. 12:56 p.m. | Adriana White |

1:00 p.m.

8. Executive Session Pursuant to Rule 3.E

At 1:00pm the Commission went into Executive Session.

9. Selection of Department Y Nominees Pursuant to Rule 9.D*

At 2:05 p.m. the Commission returned to public session to commence voting. After one round of balloting, the Commission selected three nominees by majority vote. The nominees were:

- Paul Gaudet
- Nicolas Petsas
- Adriana White

10. Adjournment

The Commission adjourned at 2:28p.m.

<https://veteransinpolitics.org/2025/01/exposing-clark-county-family-court-depart-y-applicants-for-the-nevada-judicial-selection-commission/>

Clark County Nevada

January 5, 2025

This article aims to encourage Nevada Voters to attend the Nevada Judicial Commission interviews on Friday, January 24, 2025, at the Nevada Supreme Court 408 East Carson Avenue and voice their opposition or send a letter to the commission.

Six Applicants that would like to fill a vacancy in Family Court Department Y, Vacated by Judge Stephanie Charter:

They are as follows:

[Paul M. Gaudet](#)

[Melvin Grimes](#)

[Jason Stoffel](#)

[Emily McFarling](#)

[Nicholas Petsas](#)

[Adriana White](#)

According to the **Nevada Constitution:**

Under the Nevada Constitution, Article 6, Section 20, the Nevada Judicial Selection Commission must submit at least three nominees to the governor when a judicial vacancy arises. The governor then selects one of the nominees to fill the vacancy.

This process ensures that the governor has multiple qualified options while maintaining the integrity and impartiality of the judicial selection process. If fewer than three applicants are deemed qualified, the commission may request additional applications or take other measures to meet the requirement.

Jason Stoffel:

Jason P. Stoffel, 47, has attempted an appointment because he cannot win an election. He couldn't even beat Family Court Judge Vincent Ochoa even after giving Veterans In Politics information on Judge Ochoa's son's arrest for robbing a balloon store with a knife. His employee, Melvin Grimes, opposes him for the same appointment.

In 2017, Stoffel was named in a legal malpractice lawsuit by Russell Zitch. He alleged negligence and breach of fiduciary duty (see **Russell Zitch to discuss the corruption of family court judicial candidate Jason Stoffel on VIP Talk** <https://www.youtube.com/watch?v=IqJE9z5paVA&t=392s>).

In 2014, Stoffel lost against Judge Vincent Ochoa.

In 2020, Stoffel lost against Judge Nadin Cutter.

Stoffel has applied for an appointment numerous times.

Stoffel is a poor communicator.

Stoffel has no children and cannot relate to litigants.

Stoffel doesn't even recognize his wife, Family Court Attorney Amanda Roberts, in any of his campaigns, as if he was embarrassed by her.

Stoffel had a physical altercation against Judge Ochoa at a Family Law Conference.

One of the criteria for being appointed is winning your election, and Stoffel has proven that he cannot win.

Paul Gaudet:

Look who is trying to get reappointed after losing an election: Paul M. Gaudet, 59.

Gaudet is arrogant and doesn't deserve to sit on the family court bench. He lacks judicial temperament and knowledge of the law.

Let's take a look at his resume while being on the Bench:

Paul M. Gaudet was appointed to the Eighth Judicial District Court, Family Division, Department N, in March 2023 by Governor Joe Lombardo. [OBJ]

Paul M. Gaudet, a judge in Nevada's Eighth Judicial District Court, Family Division, has had several decisions overturned on appeal.

Notable cases include:

1. Termination of Parental Rights Case: In September 2024, the Nevada Supreme Court reversed Judge Gaudet's decision to terminate a father's parental rights. The court found that Gaudet misapplied Nevada statutes and disregarded substantial evidence, leading to an unjust termination. [OBJ]
2. Child Custody Case: In August 2024, the Nevada Court of Appeals overturned Judge

Gaudet's temporary custody orders. The appellate court cited his improper reliance on California law, which it deemed a manifest abuse of discretion. [OBJ]

It's worth noting that Kerri Maxey defeated him on November 5, 2024, during the special general election for the position of Department N. [OBJ]

One of the criteria for getting appointed is the ability to win an election. Gaudet has already embarrassed the Nevada Selection Commission and the Governor. He is ready for punishment as he tries to get appointed once again.

Click on videos:

Family Court Litigants discusses Judge Paul Gaudet TEARS FAMILIES APART on Veterans In Politics Talk

<https://www.youtube.com/watch?v=4Blmt2Hsiog&t=2108s>

Clark County Family Court Judge Gaudet should be removed from the Bench!

<https://www.youtube.com/watch?v=a6eabYvztvA&t=61s>

Melvin Grimes:

Melvin Grimes, 58, from Henderson, is a senior attorney at Roberts Stoffel Family Law Group.

Grimes, in opposition against his boss Jason Stoffel for the same seat.

Grimes has no loyalty to anyone.

Grimes took on a case, Loftus vs. Hall, where the mother, Vannesa Loftus, caused the death of her son Isreal; she was arrested and convicted and is a known felon. She also resides with another known felon, which is against the Nevada Revised Statutes not to engage with another known felon.

Well, Grimes took this case pro bono in support of the mother, who was convicted of negligent homicide. He took this case against the father, an Army veteran Burke Hall, simply because he was associated with Veterans In Politics.

Then, he tried to charge Hall \$16,000 for legal expenses when he took the case pro bono, which means free legal service.

Grimes is a simple-minded individual who is motivated by revenge.

Click on the link below:

**Nevada Family Court Attorney Melvin
"Greasy" Grimes**

<https://www.youtube.com/watch?v=7IauHzlrAjw&t=2s>

None of these three attorneys should ever be allowed to wear the robe and be identified as a judge.

Click on the video below:

**Exposing Clark County Family Court Depart. Y
Applicants for the Nevada Judicial Selection
Commission**

<https://www.youtube.com/watch?v=fiKJXkuVq5M&t=296s>

Thank you for your time.

Steve Sanson
President of Veterans In Politics International, Inc.
PO BOX 28211
Las Vegas, NV 89126
702 283 8088

From: [Ryan Cervantez](#)
To: [Bautista, Margarita](#)
Subject: Re: Testify on Friday
Date: Thursday, January 23, 2025 9:07:24 PM
Attachments: [image001.png](#)
[image002.png](#)

I am sorry for the constant email. This is my first time making a public statement, and I am a little nervous. In case I go over, here is the full speech:

Good morning Members of the Commission,

My name is Ryan Cervantez, and I am here to express my strong support for either Attorney Melvin Grimes or Judge Paul Gaudet for Family Court in Department Y. Both candidates have demonstrated exceptional dedication to public service and possess unique qualifications that make them ideal for this role.

Judge Paul Gaudet has showcased his dedication, integrity, and expertise in family law during his previous appointment to Department N. His commitment to justice and extensive experience make him a valuable asset to the Family Division. Judge Gaudet ensures that both parties are heard and treated with dignity, making him an excellent candidate for Family Court Judge.

Attorney Melvin Grimes has dedicated his life to public service, beginning with his brave service in the Navy. He then spent 22 years as a school teacher, where he interacted with youth daily, gaining a deep understanding of their needs and challenges. As someone who aspires to become a teacher before pursuing a career in law, I look up to Mr. Grimes because he has lived my timeline and serves as an inspiring role model. His commitment to public service and unique insights into the best interests of children make him an ideal candidate for Family Court Judge.

I wholeheartedly support the nomination of either Attorney Melvin Grimes or Judge Paul Gaudet and believe that both will serve our community with distinction.

Thank you for assisting me, and I look forward to seeing you and the commission tomorrow!

Ryan Cervantez
702-327-6888
cervantezryan24@gmail.com

On Wed, Jan 22, 2025 at 11:29 AM Bautista, Margarita <mbautista@nvcourts.nv.gov> wrote:

Yes, that is perfectly fine, you can even support all of them, as long as your comments are made in 2 minutes or less, you are perfectly fine.

ROBERT W. LUECK, LTD

Attorney and Counselor at Law

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December 30, 2024

Commission on Judicial Selection
Supreme Court of Nevada
Suite 250
201 S. Carson Street
Carson City, NV 89701

RE: Application of Melvin Grimes for Dept. Y vacancy Family Court

To the Commission:

I became aware of a vacancy in Dept. Y, Family Court, and that eight attorneys had applied for the position. One of those attorneys is Melvin Grimes.

There is important information that the Commission needs to know. About three years ago, Mr. Grimes was retained to represent Enrique Ivan Velasquez-Gonzalez in a divorce case brought by the former wife, Luba Gonzalez, aka Luba Snow. Case No. D-18-575860-D in the Family Court, Eighth Judicial District Court. The divorce case is sealed except for those matters, pleadings, orders and judgments, which can't be sealed.

A stipulated Decree of Divorce was filed on December 8, 2021. A provision in that Decree provided for the sale of the marital residence. It is stated at page 3 of the Marital Settlement Agreement which was merged into the decree. Exhibit 1.

Soon after the divorce was final, Luba filed a Chapter 7 petition in bankruptcy in Case No. 21-15676-nmc in Las Vegas. Exhibit 6. The filing of the bankruptcy petition triggers the automatic stay of all civil proceedings

Page 2

Commission on Judicial Selection

concerning the debtor. There are limited exceptions but none are involved in this matter.

Soon after that petition was filed, Mr. Grimes filed an emergency application in Family Court for a restraining order. The Honorable Mary Perry granted that order on December 16, 2021. Exhibit 2. That order allegedly enjoined Luba from filing a bankruptcy petition.

There is only big legal problem with that order. It was completely illegal. No state court has the authority to prohibit a person from filing a bankruptcy petition.

Since the divorce case is sealed, I did not have access to all of the case documents. On December 20, 2021, Judge Perry issued an Order to Show Cause why Luba should not be held in contempt. Exhibit 3

However, it must have related to the petition filing because at the show cause hearing on December 22, 2021, Judge Perry made certain gratuitous "findings" she said she would have made if there had been a trial in the divorce case. Exhibit 4. However, the case was voluntarily settled.

Judge Perry held another hearing on March 30, 2022 but in the absence of court filings, it is not certain what was still pending before the court.

In the bankruptcy case, Luba filed documents regarding the violations of the automatic stay done by Mr. Grimes, his law firm and his client. The proceedings resulted in a substantial monetary judgment against Mr. Grimes and the Roberts Stoeffel law firm, and Mr. Enrique Velazquez-Gonzalez. The damages awarded were in excess of \$50,000.00. The law firm's carrier may have paid the judgment but that is not known to me as a fact.

There was more consequences. Luba Snow filed a complaint with the Commission on Judicial Discipline. Her care was one of two before that Commission and it was resolved by a public censure. Exhibit 7

Page 3

Commission on Judicial Selection

Luba's prior attorney, Ben Childs, filed a State Bar complaint against Mr. Grimes. It resulted in a form of discipline. Exhibit 8.

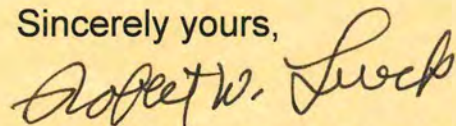
I would note that the claims against Mr. Grimes were the result of his litigation tactics in that case. I suspect that Mr. Grimes was a partner in the Roberts Stoeffel Law Firm and that he did these actions on his own initiative.

I mention this because Jason Stoeffel is also a candidate for this appointment. I have known him for many years and have worked with him on alternative conflict resolution methods and practices. I have no reason to believe that he had any involvement in what Mr. Grimes did in the divorce case. Nothing that Mr. Grimes did should be held against Mr. Stoeffel by this Commission.

What Mr. Grimes did was far below the acceptable standards of practice for family law and bankruptcy. I have been licensed to practice since 1976 and have handled many divorces and several bankruptcies in my career. The automatic stay is a very well known aspect of bankruptcy and I have never heard of a state court judge attempting to prohibit a litigant from filing a bankruptcy petition. No law permits that.

What the Commission does with this information is entirely within the Commission's discretion. The information provided is done as a public service. I have no personal axe to grind nor will it benefit me in any way.

Sincerely yours,

A handwritten signature in cursive script that reads "Robert W. Lueck". The signature is written in dark ink and is positioned above the typed name.

ROBERT W. LUECK, ESQ.

EXHIBIT 1

Thomas S. Lewis
CLERK OF THE COURT

1 **DECD**
2 R. NATHAN GIBBS, ESQ.
3 Nevada Bar No. 5965
4 KELLEHER & KELLEHER, LLC
5 40 S. Stephanie Street, Suite #201
6 Henderson, Nevada 89012
7 Telephone (702) 384-7494
8 Facsimile (702) 384-7545
9 RNGibbs@KelleherandKelleher.com
10 Attorney for Plaintiff

7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

9 LUBA GONZALEZ,

10 Plaintiff,

11 v.

12 ENRIQUE IVAN VELAZQUEZ-GONZALEZ,

13 Defendant.

CASE NO.: D-18-575860-D
DEPT. NO.: P

14 **STIPULATED DECREE OF DIVORCE**

15 COMES NOW Plaintiff LUBA GONZALEZ, now known as LUBA SNOW, being
16 represented by R. Nathan Gibbs, Esq., of the law firm Kelleher & Kelleher, LLC., and the Defendant,
17 ENRIQUE IVAN VELAZQUEZ-GONZALEZ being represented by Melvin Grimes, Esq of Roberts
18 Stoffel Family Law Group, having reached a full settlement and agreement of all issues before the
19 Court, which were placed on the record in open court on October 11 and October 12, 2021, which
20 is more fully set forth in their marital settlement agreement, a copy of which is attached hereto, the
21 Court Finds as follows:
22

23 1. That this Court has complete jurisdiction in the premises, both as to the subject matter
24 thereof as well as the parties hereto. Plaintiff, LUBA GONZALEZ, now known as LUBA SNOW
25 is now and for more than six weeks preceding the commencement of this action has been, an actual,
26 bona fide resident of the County of Clark, State of Nevada, and during all said period of time has
27 been actually, physically and corporeally present, residing and domiciled in Clark County, State of
28 Nevada.

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1 2. The parties were married on on March 30, 2013 in Las Vegas, Nevada, and have ever
2 since been, and still are, husband and wife.

3 3. The parties are incompatible in marriage and there is no possibility of reconciliation.

4 4. The parties have one minor child born the issue of this marriage to wit Isabella
5 Gonzalez born August 27, 2016. Plaintiff is currently not pregnant and there are no adopted minor
6 children.

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

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Settlement
12 Agreement signed by the parties is hereby incorporated and merged into this Decree by reference,
13 attached hereto and marked as Exhibit 1, and addresses division of assets and debts. The Marital
14 Settlement Agreement was executed and acknowledged pursuant to NRS 123.270.

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all matters regarding
16 community property and debt, and alimony are addressed in the parties' Marital Settlement
17 Agreement attached hereto as Exhibit 1.

18 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Decree of Divorce,
19 including the incorporated and merged Marital Settlement Agreement, constitute a full and final
20 settlement between the parties.

21 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff has during the
22 pendency of this action legally changed her name to LUBA SNOW, and hereafter shall be known
23 as LUBA SNOW.

24 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall do each
25 and every act required by and comply fully with each and every provision set forth in this Decree,
26 in its entirety. If either party fails to comply with this Decree, such party, among other things, shall
27 be subject to this Court's power to impose penalties of contempt upon him or her, and the one failing
28 to comply with this Decree shall be assessed with all attorney's fees and costs of the other party.

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1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if any claim, action or
2 proceeding is brought seeking to hold a party liable on account of any debt, obligation or liability
3 assumed by the other party, the party who has assumed the debt, obligation or liability will, at his
4 or her sole expense, defend the other against any such claim or demand, and he or she will
5 indemnify, defend and hold harmless the other party.

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall execute
7 any and all legal documents, certificates of title, bills of sale, deeds or other evidence of transfer
8 necessary to effectuate this Decree. Shall either party fail to execute any of said documents to
9 transfer interest to the other, then it is agreed that this Decree shall constitute a full transfer of the
10 interest of one to the other, as herein provided.

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that neither party contract any
12 debts, charges or liabilities whatsoever for which the other's property or estate shall or may become
13 liable and shall hold the other party harmless and indemnify therefrom.

14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Decree of Divorce
15 shall constitute a release of any and all claims, whether civil or otherwise, that may have been filed
16 by either party against the other through and including the date of this Decree that any motions
17 pending with the court are hereby vacated. The parties both agreed to settle and not proceeding with
18 litigation and/or trial.

19 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that both parties agree to
20 waive their right to written notice of entry, appeal, findings of fact and conclusions of law, and/or
21 the right to seek Rule 60(b) relief or other post-judgment relief from this Court, except motions to
22 compel compliance with this Decree.

23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that both parties shall
24 confidentially file their Social Security numbers with the court clerk pursuant to NRS 125.130.

25 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to NRCP 70 the
26 court clerk may sign any and all documents necessary to effectuate the terms of this divorce if either
27 party is unwilling or unable to do so after the decree of divorce is entered.
28


1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties have agreed
2 that the provisions in this Decree of Divorce are fair and reasonable, and voluntarily agree to be
3 bound by all its terms.

4 Dated this 8th day of December, 2021

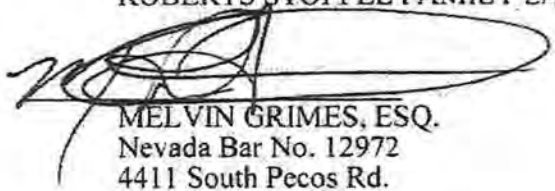
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8
9 Submitted by:

10 KELLEHER & KELLEHER, LLC

11 
12 R. NATHAN GIBBS, ESQ.
13 Nevada Bar No. 5965
14 40 S. Stephanie Street, Suite #201
15 Henderson, Nevada 89012
16 Attorney for Plaintiff

17 Approved as to form and content:
18 Mary Perry
19 District Court Judge
20 ROBERTS STOPPEL FAMILY LAW

21 
22 MELVIN GRIMES, ESQ.
23 Nevada Bar No. 12972
24 4411 South Pecos Rd.
25 Las Vegas, NV 89121
26 Attorney for Defendant

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EXHIBIT 1

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made on this 7th day of December, 2021, by and between ENRIQUE IVAN VELAZQUEZ-GONZALEZ, hereinafter referred to as Husband, and LUBA SNOW, formerly known as LUBA GONZALEZ, hereinafter referred to as Wife (or jointly referred to as "the parties"), with reference to the following facts:

- A. The parties were married on March 30, 2013 in Las Vegas, Nevada.
- B. The parties have one (1) minor child: ISABELLA GONZALEZ, born August 27, 2016. Wife is currently not pregnant and there are no adopted minor children.
- C. Irreconcilable differences and incompatibility arose between Husband and Wife.
- D. The parties have a pending divorce action in the Eighth Judicial District Court, Clark County Nevada, Family Division in case number D-18-575860-D.
- E. The parties intend that this Agreement will be incorporated and merged into and become a part of their final Decree of Divorce.
- F. Husband was born on August 22, 1986. Wife was born on November 9, 1980.
- G. Wife has been represented by R. Nathan Gibbs, Esq. from December 18, 2019 through October 15, 2020, and from February 9, 2021 to present. Husband has been represented by Melvin R. Grimes Esq. since March 18, 2019.

ARTICLE 1

PURPOSES OF AGREEMENT

1.1. Final Settlement. To make a final and complete settlement of all property rights and debt obligations between the parties, as well as all issues relating to child custody and visitation, other than the issue of the child's schooling.

EG LS

1.2. Support. To resolve, finally, the support rights and obligations, including spousal support and child support between the parties; and

1.3. Claims. To relinquish any and all past, present, or future claims that each may have against the property or estate of the other, or of his or her executors, administrators, representatives, successors, and assigns, except as otherwise provided herein.

WHEREFORE, the parties agree to the following:

ARTICLE 2

EFFECTIVE DATE

2.1. Effective Upon Execution. This Agreement will be effective as of October 12, 2021, when these agreements were placed on the record in open court, and the parties were divorced by the Court.

ARTICLE 3

SPOUSAL SUPPORT

3.1. Waiver of Spousal Support. Husband and Wife each forever waive the right to receive any spousal support from the other. Husband and Wife each acknowledge that they have been advised that the waiver of spousal support is permanent, and nonmodifiable. Each understands that even if this agreement works a financial hardship on either party in the future, they cannot hereafter seek spousal support nonetheless. With full knowledge of the foregoing, each party enters into this waiver spousal support freely and knowingly.

EA BS

ARTICLE 4

DIVISION OF ASSETS

4.1. Assets and Obligations Listed. The parties agree that the separate and community property will be divided as follows:

4.1.1 Marital Home:

The marital home at 7260 Sunny Countryside Avenue, Las Vegas Nevada 89179 shall be listed for sale under the following protocol: Husband's attorney shall provide to Wife's attorney the names of three (3) realtors as possible candidates to represent Husband and Wife as the sellers of this home. Wife shall select one of those three names to be the realtor to list the home for sale on behalf of Husband and Wife. Husband and Wife shall follow the realtor's recommendations with respect to the listing price, sales price, and sales terms of the marital residence. If for some reason, the realtor chosen does not meet the parties' expectations, a different realtor may be selected to sell the home after the contract with that realtor expires.

The parties shall obtain contact information and documentation of up to date balances owed for all creditors which are deemed joint obligations under subsection 5.1.1 below, and provide the same to their counsel, such that both counsel shall have this documentation and information. Husband's counsel and/or Wife's counsel shall contact the creditors of the joint obligations and shall endeavor to obtain agreements for payoffs at reduced balances .

Upon sale of the home, the mortgage and other voluntary encumbrances, including any government assistance programs, shall be paid, and the joint obligations as defined in subsection 5.1.1 shall be paid off at the reduced balances negotiated by the attorney(s), or if the creditors will not reduce the balances, paid off. To accomplish this, the proceeds from the sale shall be deposited

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into the trust account of Roberts Stoffel Law Group, and held there until the joint debt is negotiated and paid. Any payments to any creditors or parties from the trust account shall only be made upon by a written stipulation executed by both the attorneys and both the parties, or if either party represents themselves hereafter, by that party in proper person and the other represented party and their counsel. The balance of the proceeds shall be equally divided and paid to the parties from the trust account.

4.1.2. Assets to Husband. Husband shall receive as his sole and separate property the following items:

- A. Any and all bank accounts in his name;
- B. His share of the proceeds from the marital home, as set forth in section 4.1.1 above.
- C. Any and all personal property currently in his possession and any other assets titled in his individual name will remain his sole and separate property.

4.1.3. Assets to Wife. Wife shall receive as her sole and separate property the following items:

- A. Any and all bank accounts in her name;
- B. Her share of the proceeds from the marital home, as set forth in section 4.1.1 above.
- C. Any and all personal property currently in her possession and any other assets titled in her individual name will remain her sole and separate property.

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4.2. **Retirement accounts** . The parties confirm that there are no retirement accounts to be adjudicated by the court.

4.3. **Taxes**. The parties shall file any and all state or federal income tax returns individually, beginning in the 2020 tax year.

ARTICLE 5

DIVISION OF DEBTS

5.1. **Assets and Obligations Listed**. The parties agree that the debts shall be allocated as follows:

5.1.1 **Joint Obligations:**

Pursuant to the decision by the court at the divorce trial, the following debts shall be deemed joint obligations that both parties shall be responsible for:

- A. The Wells Fargo Joint Credit Card, including any liability for suit;
- B. The Capitol One Credit Card, including any liability for suit;
- C. The Babies R Us debt;
- D. The Target/TD Bank Debt, including any liability for suit;
- E. The Macy's card Debt/Cavalry debt, including any liability for suit;
- F. The Chase Bank/Mazda debt; and
- G. The Home Depot debt.

5.1.2 **Obligations to Husband**. Husband shall assume as his sole and separate debt, and shall forever indemnify and hold Wife harmless from the following :

- A. His ½ share of the debts identified in Subsection 5.1.1 above;
- B. The American Express Card in Husband's Name;
- C. Any credit cards in his own name and all other debts held solely in his name.

5.1.3 Obligations to Wife. Wife shall assume as her sole and separate debt, and shall forever indemnify and hold Husband harmless from the following:

- A. Her ½ share of the debts identified in Subsection 5.1.1 above;
- B. The RC Willey/Richland Holdings Debt;
- C. The Commity/Victoria's Secret Debt;
- D. The American Gem debt;
- E. The Floor and Decor/Synchrony Bank Debt;
- F. The Holly Sheets debt
- G. Any other credit cards in her own name and all other debts in her own name.

5.2. Credit Card Accounts. Within thirty (30) days of the signing of this Agreement, each party will remove the other from any credit cards or other accounts upon which the other's name appears, if any, for any credit accounts that are under his or her control. Each of the parties will be solely responsible and forever hold the other harmless from any debts incurred on any credit card or other accounts maintained by him or her from the date of execution of this Agreement.

ARTICLE 6

CREDITORS' REMEDIES

6.1. Creditor's Remedies. The parties acknowledge and understand that even though a debt or obligation may be assigned to one party as part of the division of property and debts, that assignment does not restrict creditors' rights to seek payment from the other party. In the event of

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any creditor's action against the party who is not responsible for that debt under the terms of this Agreement, the debtor party will hold the other free and harmless from and fully indemnify the other for any such payment and any court costs and attorney fees incurred in defending against any creditor's claim.

ARTICLE 7

WARRANTIES, COVENANTS, AND RELEASES

7.1. Disclosure of Assets. The parties warrant to each other that neither party owns any community property of any kind, other than the property listed in this Agreement. The parties acknowledge that each of them has conscientiously endeavored to fulfill the duty of full disclosure.

7.2 Unauthorized Gifts. Each party warrants to the other that the warrantor has not made, without the warrantee's knowledge and consent, any gift or disposition of community property other than dispositions in exchange for adequate consideration to the community.

ARTICLE 8

INHERITANCE RIGHTS

8.1. Mutual Waiver of Inheritance Rights. Each party waives and renounces any and all rights to inherit the estate of the other at the other's death or to receive any property of the other under a will executed before the effective dated of this Agreement or to claim any (a) family allowance, (b) probate homestead, © rights or claims of dower, curtesy, or any statutory substitute now or hereafter provided under the laws of any state in which the parties may die domiciled or in which they may own real property, or to act as executor or other personal representative under a will

of the other executed before the effective date of this Agreement, or to act as administrator, or as administrator with the will annexed, of the other's estate under any circumstances.

ARTICLE 9

CHILD CUSTODY AND VISITATION

9.1. Legal Custody. The parties agree that they shall share joint legal custody of the minor child, Isabella Gonzalez. Joint legal custody shall be defined as follows:

The parents shall confer with each other on all important matters pertaining to the children's health, welfare, education, religious training and upbringing to arrive at a harmonious policy to promote the children's best interests, and not to promote the personal desires of either party.

The parents shall confer with each other on all matters regarding the children's health care, including but not limited to, medical, dental, orthodontic, surgical, optical, or psychological, and shall immediately inform the other parent of any health condition of the children except in emergency situations when prior consultations are not possible.

The parents shall confer with each other on all matters pertaining to the religious training and upbringing of the children.

The parents shall confer with each other regarding decisions pertaining to the education and school curriculum of the children.

Each parent shall share with the other parent information concerning the well-being of the children, including, but not limited to, copies of report cards; school meeting notices; vacation schedules; class programs; requests for conferences; results of standardized or diagnostic tests; notices of activities involving the children; samples of school work; order forms for school pictures; and all communications from health care providers, childcare providers, and educators.

The parents shall confer with each other regarding the extracurricular activities which are available to or contemplated for the children either through the regular school curriculum or outside of the school curriculum, and shall inform the other parent of the times and places of athletic events and extracurricular events of the children so that the other parent shall also have the opportunity to participate in such activities.

Both parents shall be allowed free access to any and all records pertaining to their children. Both parents shall be allowed to confer independently with any and

all professionals involved with their children.

Each parent shall keep the other parent informed of his or her respective address, home and work telephone numbers, and shall notify the other parent of any change thereto within twenty-four (24) hours of any change.

Each parent shall be entitled to reasonable telephone communication with the children. Each parent is restrained from unreasonably interfering with the children's right to privacy during such telephone conversations with the other parent.

In the event that either parent shall take the children out of state on vacation, that parent shall specifically notify the other parent of the plans in advance and provide a telephone number and itinerary to the other parent.

9.2. Physical Custody. The parties agree that they will share joint physical custody of Isabella Gonzalez, born August 27, 2016, subject to the visitation schedule as set forth below.

9.3. Regular Visitation. The parties' custodial schedule is described with sufficient particularity per NRS 125C.010. The parties agree that custodial shall take place as follows: The parties shall exercise a week on, week off scheduled with Husband having custody of the minor children every other week from Wednesday morning at 9:00 a.m., when school commences until the following Wednesday at 9:00 a.m., except where superceded by holiday, vacation or other special custody times, as more fully set forth below. The sending parent shall deliver the child to school on Wednesday, and the receiving parent shall pick the child up from school at the conclusion of the school day that same day, on Wednesday.

Except where superceded by holiday, vacation, or other special holiday custody times, as more fully set forth below, in the event that there is no school on a Wednesday, the custody time shall be at 9:00 a.m. at the Chevron Gas Station located at 10890 W. Charleston Blvd., Las Vegas, Nevada 89135. This shall also be the exchange point whenever a custody exchange is to be made someplace other than the child's school. When a custody exchange is made at the Chevron Gas

Station located at 10890 W. Charleston Blvd., Las Vegas, Nevada 89135, the parties agree that neither shall approach the other's vehicle except insofar as is necessary to facilitate the exchange safely. Neither party shall attempt to engage the other in conversation, but shall simply see that the child gets to the receiving parent's vehicle safely, and leave.

In the event that the child falls ill after she is delivered to school by the sending parent, or is sent home by the school for some reason before the end of the school day, the receiving parent shall have the right and the responsibility to get the child from school, as once the child is delivered to the school, the custody time of the receiving parent commences.

Additionally, whereas Husband travels outside of the country, and Wife may also travel, the parties agree that in the event either parent is away from the child during the commencement of his or her custody time, and will not be with the child for more than 24 hours after the time his or her custody time should begin, the child will remain with the other parent until the away parent does return, at which time the away parent's custody time shall commence, and shall continue until the same time it would have ended if it commenced at 9:00 a.m. on Wednesday.

9.4. Holiday/Vacation Visitation. The parties have been advised that with an alternating weekly schedule such as this, they will likely each have the opportunity to enjoy major holiday times in an alternating yearly fashion. Nonetheless, the parties have agreed to the following specifics items with respect to holidays.

9.4.1 Wife's Birthday. Each year the minor child shall be with Wife on her birthday, which is November 9th, from 10:00 a.m. on November 9th through 12:00 p.m. on November 10th.

9.4.2 Husband's birthday. Each year the minor child shall be with Husband on

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his birthday, which is August 22ⁿ, from 10:00 a.m. on August 22nd through 12:00 p.m. on August 23rd.

9.4.3 Mother's Day. Each year the minor child shall reside with Wife from 10:00 a.m. on Mother's Day through 12:00 p.m. on the day following Mother's Day.

9.4.4 Father's Day. Each year the minor child shall reside with Husband from 10:00 a.m. on Father's Day through 12:00 p.m. on the day following Father's Day.

9.4.5 Thanksgiving 2021/2022: Husband shall have the minor child for the Thanksgiving holiday in 2021 from 10:00 a.m. to 8:00 p.m. Wife shall have the minor child on Thanksgiving Day in 2022 from 10:00 a.m. to 8:00 p.m. The parties shall alternate Thanksgiving each year thereafter such that Husband has the child for Thanksgiving Day in odd numbered years and Wife has the child for Thanksgiving Day in even numbered years.

9.4.6 Halloween Holiday 2021/2022: Husband shall have the minor child for the Halloween holiday in 2021 from 12:00 p.m. until 7:00 p.m. and Wife shall have the minor child for the Halloween holiday in 2022 from 12:00 p.m. until 7:00 p.m. Thereafter whichever party has the child on October 31, 2021 shall be entitled to observe the holiday with the child during his or her time.

9.4.7 Christmas Holiday/Winter Break: Wife shall have the minor child from December 17, 2021 through December 26, 2021 at 12:00 p.m. in 2021. Husband shall have the minor child from December 26, 2021 at 12:00 p.m. through January 5, 2022, at 12:00 p.m.

Beginning in 2022, Winter Break with the Child shall consist of two parts. The first part stars

on the last day of the child's school and runs through December 26th at 12:00 p.m. The second part runs from December 26 at 12:00 p.m. and runs through the first Wednesday in January, the normal exchange day. Beginning 2022 whichever parent would have the child for the day of school before the Winter break will also have the first segment of the Winter break with the child through December 26th at 12:00 p.m., and the other parent shall have the minor child from December 26th through the first day in January 2022, at which time the child will then go to the other parent, starting the normal weekly custody schedule.

9.5 Vacation Time with the Child. Husband and Wife each have the right to take up to 7 days of vacation time per year with the child, which must be taken in one block of no more than 7 days per year. If in a given year Husband or Wife chooses to exercise a vacation block of time lasting less than 7 days duration, he or she will forfeit the balance of their vacation days for that year. The vacation period may be added to normal custody time such that Husband or Wife may, by exercising vacation time have the child for up to three weeks total by taking the child for his or her normal one week of custody time, plus a vacation week, then continuing to have the child during the following week, which would otherwise be the vacating parent's custody time anyway. Each party is required to give no less than 30 days' written notice of the planned vacation, and in the event of a dispute wherein both parties want the same dates or overlapping dates for a vacation with the child, the party who first gave written notice shall be entitled to take the vacation block he or she provided in written notice to the other.

There is no requirement that a vacation be spent outside of Nevada or outside of Las Vegas.

9.5.1 Itinerary. Whenever a party travels outside of Nevada with the minor child, that party shall provide a written itinerary to the other parent as soon as is practicable,

and no later than 14 days prior to the trip. The itinerary shall set forth all flights the minor child will take, and for each night of the trip, the address where the child will be staying each night she is away from Las Vegas, (and if applicable the name of the hotel where the child will be staying), and a number at which the child may be reached in the event of an emergency. If the border crossing will be by car or on foot, the parent taking the child out of the country will also provide the dates of the border crossings as part of the itinerary.

9.5.2 No Interference with Child's Schooling: Vacations and trips out of Las Vegas may not be taken in a manner which interferes with the child's schooling.

9.6 Zoom Video Conferencing with the Minor Child: Wife shall continue to have the right to have Zoom video calls with the child while she is in the custody of the other parent on Mondays and Fridays. These shall take place at 7:15 p.m. The parties agree to give the child (and the other parent) privacy during these calls, and these calls shall not be monitored or recorded by the parent with custody of the child at the time of the call. This right shall also apply during vacation or holiday times.

9.7. Modifications. Unless there is an emergency, any modifications to either the Regular Visitation or the Holiday/Vacation Visitation Schedules must be agreed upon in advance by both parties.

9.8. Communications by Talking Parents. The parties agree they shall continue to utilize Talking Parents for all nonemergency communications, meaning that only in the event of a emergency involving the child shall they communicate by phone or text, and that routine communications shall be in written form via Talking Parents, unless the parties mutually agree

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otherwise. The parties shall check Talking Parents messages and open them, and respond no later than within 24 hours of the message being sent. Neither party shall use Talking Parents to harass the other, and both parties shall endeavor to use professional, polite, and respectful language in the Talking Parents communications, and refrain from name-calling or foul language directed at the other party.

9.9. Counselor. The parties agree that the minor child may go to see a counselor. Wife may select the counselor and will be responsible to pay all co-pays for the same. The counseling will take place only during Wife's custody time, unless an agreement is reached otherwise hereafter. Husband and wife understand and agree that the counselor is not to be used as a tool to develop court testimony for a custody battle, unless there is a mandatory reporting issue that arises involving the counselor, but that the counseling shall be solely for the purpose of assisting the child with any difficulty she has relative to the divorce, or other life circumstances. Both parties shall participate in counseling as needed.

ARTICLE 10

CHILD SUPPORT

10.1. Monthly Child Support/Waiver of Arrears. Effective October 12, 2021 the parties agree that whereas neither party is currently working, the amount of child support due to the other pursuant to NAC 425.140 is \$0.00. The parties further agree that neither party will seek child support from the other, nor have a right to look into the earnings of the other party until 18 months have elapsed since the October 12, 2021 Court date. After 18 months have elapsed, the parties shall exchange financial information to determine whether either party should pay child support to the other.

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There is currently a child support order in effect whereby Husband was ordered to pay child support to Wife. Husband and Wife agree that any monies due under that order, including any and all unpaid arrears, interest or penalties are hereby waived by Wife. Wife certifies that she has not received any welfare monies, and this waiver will not cause her to be on government welfare assistance. Husband and Wife further agree that any and all child support arrears which could potentially could become due prior to October 12, 2021 by either party to the other are hereby waived, and neither party shall owe the other party any child support for any period prior to October 12, 2021.

10.2. Other Expenses. The parties agree to evenly divide the costs of all mutually agreed-upon extracurricular activities for the child. If the parties do not agree on an activity for the children, the parent wanting to enroll the child in that activity will bear the full cost associated with the activity.

10.3. Wage Assignment. That parties are hereby put on notice that, pursuant to NRS 125.450, a parent responsible for paying child support is subject to NRS 31A.020 to 31A.240, inclusive, and Sections 2 and 3 of Chapter 31A of the Nevada Revised Statutes regarding the withholding of wages and commissions for the delinquent payment of child support. These statutes and provisions require that, if a parent is responsible for paying child support is delinquent in paying the support of a child that such person has been ordered to pay, then that person's wages or commissions shall immediately be subject to wage assignment, pursuant to the provisions to the above-cited statutes.

10.4. Review. The parties are also put on notice that NRS 125B.145 and NRS 125.230 allow the court to review a child support order every three years to determine whether child support

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can be modified to align with the statutory formula set out in NRS 125B.070; the parties must request a review, it is not an automatic function of the court. The parties have however stipulated to an 18 month review voluntarily, as a condition of this agreement.

10.5. Medical Insurance. Wife shall each provide insurance coverage for the child if available through work at a reasonable rate, or if available through a spouse's work if Wife remarries. Any of the minor child's unreimbursed medical expenses will be divided equally between the parties, other than copays or out of pocket expenses for the minor child's counseling, which Wife has agreed to alone bear, as set forth above. The paying party will have thirty (30) days to provide a receipt for medical services rendered, and the reimbursing party will have thirty (30) days in which to reimburse his or her half of the bill. If the paying party does not provide the receipt within thirty (30) days, the expense may be considered waived. If the reimbursing party does not remit payment within thirty (30) days, he or she may be held in contempt of court.

10.6. Tax Benefit. The parties shall alternate the child tax credits each year with Husband claiming the minor children beginning in odd numbered tax years and Wife claiming the minor children in even numbered tax years.

10.7 Passport. The parties agree that the minor child's passport shall be renewed. Wife has executed the documents requested to accomplish the renewal, and agrees that she shall execute any other documents necessary for the minor child to renew her passport, and Husband will also execute whatever documents are needed for the minor child to have her passport renewed.

In the summer months when the minor child is not in school, the passport shall be exchanged by the parents with the child such that it is always with the custodial parent. During the rest of the year in 2021 and in even numbered years thereafter, Husband shall have the passport whenever it is

not needed by Wife for her international travel, and in odd numbered years during the rest of the year other than summer, Wife shall have the passport whenever it is not needed by Husband for his international travel. Both parties have a duty to provide an itinerary prior to travel with the minor child, as elsewhere provided herein, and both parties have a duty to ensure that the party who will need the minor child's passport for traveling with the minor child at the last custody exchange to the traveling parent immediately prior to the planned international travel with the minor child.

ARTICLE 11

RESIDENCE OF THE MINOR CHILDREN AND NOTICES

11.1. Pursuant to NRS 125C.100, the minor children's habitual residence is Nevada.

11.2. Notice is hereby given of the following provision of NRS 125C.200:

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

(a) Attempt to obtain the written consent of the noncustodial parent to move relocate with the child from this State. If ; and

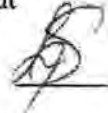
(b) If the noncustodial parent refuses to give that consent, the custodial parent shall, before leaving this State with the child, petition the court for permission to move relocate with the child. The failure of a parent to comply with the provisions of this section may be considered as a factor if a change of custody is requested by the noncustodial parent.

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

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

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

3. A parent who relocates with a child pursuant to this section without

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the written consent of the noncustodial parent or the permission of the court is subject to the provisions of NRS 200.359.

11.3. That pursuant to the amendments to NRS Chapter 125C set forth in A.B. No. 263, Section 10(6), which became effective on October 1, 2015, the parties are hereby placed on notice of the following:


PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this court, or removes the child from the jurisdiction of the court without the consent of either the court or all persons who have the right to custody or visitation is subject to being punished for a category D felony as provided in NRS 193.130.

11.4. That pursuant to the amendments to NRS Chapter 125C set forth in A.B. No. 263, Section 10(7) and (8), which became effective on October 1, 2015, the parties are hereby placed on notice that the terms of the Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on Private International Law, apply if a parent abducts or wrongfully retains a child in a foreign country.

ARTICLE 12

ATTORNEY FEES

12.1. **Attorney Fees and Costs.** Husband agrees to be responsible for his own attorney's fees and costs incurred in the divorce litigation and in connection with the negotiation, drafting, and filing of this Agreement and the final dissolution of the marriage, including the underlying dissolution proceedings since inception through execution of this Agreement. Wife agrees to be

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responsible for her own attorney's fees and costs incurred in connection with the negotiation, drafting, and filing of this Agreement and the final dissolution of the marriage, including the underlying dissolution proceedings since inception through execution of this Agreement.

ARTICLE 13

GENERAL PROVISIONS

13.1. Entire Agreement; Settlement and Release. The parties intend this Agreement to be a final and complete settlement of all of their rights and obligations arising out of the marriage and acknowledge that it contains the entire agreement on the matters it covers and it supersedes any previous Agreement between the parties. Except as otherwise provided in this Agreement, each party releases the other from any and all debts, obligations, and liabilities owing to the other, whether incurred before or after the effective date of this Agreement. Each party releases and discharges the other from any right to claim any interest in the property of the other, except as provided in this Agreement. Each party releases the other from any claims of reimbursement because of conduct of either party during the marriage or with respect to any asset during the pendente lite period up to the date upon which this Agreement is last executed.

13.2. Execution of Other Documents. Each party agrees that he or she will, upon request, execute, acknowledge, and deliver to the other party or to the other party's executor or representative any and all documents, deeds, contracts, releases, bills of sale, promissory notes, or other instruments necessary to effectuate the terms of this Agreement. Either party who fails to comply with this paragraph will reimburse the other for any expenses, including attorney fees and court costs, that, as a result of this failure, become reasonably necessary for carrying out this Agreement.

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13.3. Mutual Release from Interspousal Obligations. Except as otherwise provided in this Agreement, each party hereby releases the other from all interspousal obligations, whether incurred before or after the effective date, and all claims to the property of the other. This release extends to all claims based on rights that have accrued before the marriage. The parties have considered and provided for such claims in this Agreement.

13.4. Amendment. The provisions of this Agreement may only be waived, altered, amended, modified, revoked, or terminated, in whole or in part, in a subsequent written agreement specifically referring to this Agreement and signed by both parties. However, those provisions of this Agreement that are specifically modifiable may be modified either by the written consent of both parties or by an order of a court of competent jurisdiction. Each party waives the right to claim, contend, or assert in the future that this Agreement was modified, canceled, superseded, or changed by oral agreement, course of conduct, or estoppel.

13.5. Binding Effect. This Agreement will inure to the benefit of and be binding on the parties and their heirs, personal representatives, assigns, and other successor in interest of each party.

13.6. Effect of Reconciliation. Any reconciliation between the parties will not cancel, terminate, or modify the force or effect of any provision of this Agreement dealing with the present assets or obligations of either or both parties.

13.7. Severability. This is an integrated agreement entered into by the parties because of the overall settlement. Therefore, if any term, provision, or condition of this Agreement is altered or held by a court of proper jurisdiction to be invalid, void, or unenforceable, and should enforcement of the remaining provisions then result in a substantial injustice to one party, the parties request and agree that the Court retain jurisdiction to modify the remainder of the Agreement to the

extent necessary to cure the injustice. Otherwise, the remaining provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.


13.8. Governing Law. This Agreement will be construed in accordance with, and governed by the laws of the State of Nevada, except that this Agreement will not be construed in favor of or against either party, but in a manner that is fair to both parties.

13.9. Continuing Jurisdiction. The parties agree that the Court will have continuing jurisdiction to enforce the executory provisions of this Agreement.

13.10. Headings. The parties agree that section headings as used in this Agreement are for convenience and reference only and will not influence the interpretation of any of the terms or provisions of this Agreement. The parties intend paragraph numbers, as used in the body of this Agreement, to be read as including the paragraph listed and all of its sub-parts.

13.11. Incorporation into Judgment. This Agreement will be submitted to the Court in the parties' dissolution action and be incorporated into the judgment of dissolution. The parties by the terms of said judgment will be ordered to comply with the terms of this Agreement. However, the parties intend and agree that the terms of this Agreement will bind them regardless of its incorporation into any judgment of dissolution of marriage. This Agreement does not depend on approval of the Court for it to be binding upon the parties.

13.12. Drafter. Neither party shall be deemed to be drafter of this Agreement. In the event this Agreement is ever construed by a court of law or equity, such court shall not construe this Agreement or any provision hereof against either party as the drafter of the Agreement. Husband and Wife hereby acknowledge that both parties have contributed substantially and materially to the preparation of this Agreement.

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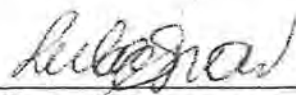
13.13. Agreement Voluntary and Clearly Understood. In affixing their signatures to this Agreement, each of the parties is acknowledging that he or she has read the Agreement and discussed it with his or her attorneys, that each understands all of its terms, and agrees to be bound by its provisions. The parties have not entered into the terms of this settlement under duress or coercion, but upon due reflection.

Dated this 07 day of December, 2021.



Enrique Ivan Velazquez-Gonzalez, Husband

Dated this ____ day of December, 2021.



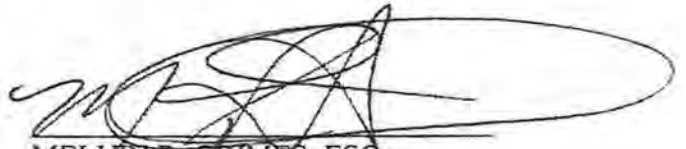
Luba Snow, Wife



ATTORNEY CERTIFICATION FOR HUSBAND

The undersigned, MELVIN R. GRIMES,, ESQ., certifies that he is an attorney at law duly licensed to practice and admitted to practice in the State of Nevada; that he has been employed by ENRIQUE IVAN VELAZQUEZ-GONZALEZ, a party to the foregoing Agreement, and has explained to him the meaning and legal effect of it, and that ENRIQUE IVAN VELAZQUEZ-GONZALEZ has acknowledged his full and complete understanding of the Agreement and its legal consequences, and has freely and voluntarily executed the Agreement.

Dated this 14 day of December, 2021.



MELVIN R. GRIMES, ESQ.
Nevada Bar No. 12972
Roberts Stoffel Family Law Group
4411 S. Pecos Rd,
Las Vegas, Nevada 89121
Attorney for Husband

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ATTORNEY CERTIFICATION FOR WIFE

The undersigned, R. NATHAN GIBBS, ESQ., certifies that he is an attorney at law duly licensed to practice and admitted to practice in the State of Nevada; that he has been employed by LUBA SNOW, a party to the foregoing Agreement, and has explained to her the meaning and legal effect of it, and that LUBA SNOW has acknowledged her full and complete understanding of the Agreement and its legal consequences, and has freely and voluntarily executed the Agreement.

Dated this 7 day of December, 2021.



R. NATHAN GIBBS, ESQ.
Nevada Bar No. 5965
Kelleher & Kelleher, LLC
40 S. Stephanie St. Suite 201
Henderson, Nevada 89012
Attorney for Wife

ELI DS

VERIFICATION TO MARITAL SETTLEMENT AGREEMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

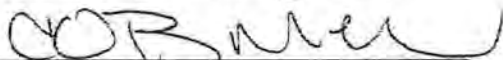
ENRIQUE IVAN VELAZQUEZ-GONZALEZ, being first duly sworn, deposes and says:

That he is the Husband in the above entitled Agreement; that he has read the foregoing Marital Settlement Agreement and knows the contents thereof; that the same is true of his own knowledge. He also verifies that he has signed the aforesaid document of his own free will, without duress, coercion or while under the influence of a substance that would impair his ability to understand the document he signed. He acknowledges his full and complete understanding of the Agreement and its legal consequences, and has freely and voluntarily executed the Agreement.



Enrique Ivan Velazquez-Gonzalez

SUBSCRIBED and SWORN to before me
this 7 day of December, 2021.



NOTARY PUBLIC



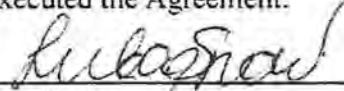
 

VERIFICATION TO MARITAL SETTLEMENT AGREEMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)


LUBA SNOW, being first duly sworn, deposes and says:

That she is the Wife in the above entitled Agreement; that she has read the foregoing Marital Settlement Agreement and knows the contents thereof; that the same is true of her own knowledge. She also verifies that she has signed the aforesaid document of her own free will, without duress, coercion or while under the influence of a substance that would impair her ability to understand the document she signed. She acknowledges her full and complete understanding of the Agreement and its legal consequences, and has freely and voluntarily executed the Agreement.



Luba Snow

SUBSCRIBED and SWORN to before me
this 7 day of December, 2021.



NOTARY PUBLIC



EG RS

1 CSERV
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3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Luba Gonzalez, Plaintiff

CASE NO: D-18-575860-D

7 vs.

DEPT. NO. Department P

8 Enrique Ivan Velazquez-
9 Gonzalez, Defendant.

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 12/8/2021

16 Enrique Velazquez-Gonzalez

enrike.gonzalez@gmail.com

17 Dawn Lozano

LozanoLawLV@gmail.com

18 Nathan Gibbs

rngibbs@kelleherandkelleher.com

19 Luba Gonzalez

snowluba@gmail.com

20 Philip David

philip.dace@gmail.com

21 John Kelleher

efiling@kelleherandkelleher.com

22 Melvin Grimes

efile@lvfamilylaw.com

23

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EXHIBIT 2

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ORDR
Melvin R. Grimes, Esq.
State Bar of Nevada No. 12972
ROBERTS STOFFEL FAMILY LAW GROUP
4411 South Pecos Road
Las Vegas, Nevada 89121
PH: (702) 474-7007
FAX: (702) 474-7477
EMAIL: efile@lvfamilylaw.com
Attorneys for Defendant

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

LUBA GONZALEZ,	}	Case No: D-18-575860-D
Plaintiff,		Dept No: P
v.		
ENRIQUE IVAN VELAZQUEZ- GONZALEZ,	}	
Defendant.		

**ORDER GRANTING EX PARTE TEMPORARY RESTRAINING ORDER
AND SETTING BRIEFING SCHEDULING FOR HEARING ON MOTION
FOR PRELIMINARY INJUNCTION**

Having reviewed the Plaintiff's Ex Parte Application for An Order for A
Temporary Restraining Order Pursuant To *EDCR* § 5.520, the supporting Affidavit
and the other documents/pleadings on file in this matter the Court finds and Orders
as follows:

NOW THEREFORE,

1 THE COURT HEREBY FINDS that Defendant will be irreparably harmed
2 unless the Plaintiff is enjoined from filing bankruptcy prior to the sale of the marital
3 home located at 7260 Sunny Countryside Avenue, Las Vegas Nevada 89179.
4

5 THE COURT FURTHER FINDS that Plaintiff's actions are being taken in
6 bad faith and are intended frustrate the sale of the home.
7

8 THE COURT FURTHER FINDS that the Defendant shall be enjoined from
9 filing bankruptcy or taking any other action that will empede or frustrate the sale of
10 the real property located at 7260 Sunny Countryside Avenue, Las Vegas Nevada
11 89179.
12

13 THE COURT FURTHER FINDS that this Order was properly granted
14 without notice to the Defendant due to the nature of the action, which seeks to
15 prevent any further damage related to Defendant releasing funds or encumbering
16 real property.
17

18 **NOW THEREFORE,**
19

20 IT IS HEREBY ORDERED the Defendant is granted a Temporary
21 Restraining Order and the Plaintiff is restrained and enjoined from filing
22 bankruptcy or taking any action that will delay or frustrate the sale of the real
23 property located at 7260 Sunny Countryside Avenue, Las Vegas Nevada 89179
24 until such time that the Motion may be heard by the Court, up to fifteen (15) days,
25 as follows:
26
27

1 1. Plaintiff and her agents are restrained and enjoined from filing
2 bankruptcy until this matter is heard by the court or the home is sold.

3
4 2. Plaintiff and her agents are restrained and enjoined from taking any
5 action that will delay or frustrate the sale of the real property located at
6 7260 Sunny Countryside Avenue, Las Vegas Nevada 89179.

7
8 IT IS FURTHER ORDERED that the Plaintiff shall file a Motion to address
9 these issues within fourteen (14) days of this Order being issued.

10 IT IS FURTHER ORDERED that a hearing is scheduled on the DECEMBER 22, 2021 at 11:30 am
11 To be heard via BlueJeans video conference Meeting ID: 568 582 765 --
12 _____, 2021, at _____ Participant Passcode: 7532

13 IT IS SO ORDERED.

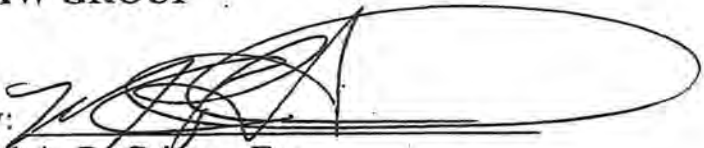
Dated this 16th day of December, 2021



9D8 63B 1192 0C52
Mary Perry
District Court Judge

14
15
16 Respectfully submitted this 15th day
17 of December 2021.

18
19 **ROBERTS STOFFEL FAMILY**
20 **LAW GROUP**

21 By: 

22 Melvin R. Grimes, Esq.
23 State Bar of Nevada No. 12972
24 4411 S. Pecos Road
25 Las Vegas, Nevada 89121
26 PH: (702) 474-7007
27 FAX: (702) 474-7477
28 Email: efile@lvfamilylaw.com
Attorney for Defendant

1 CSERV
2

3 DISTRICT COURT
4 CLARK COUNTY, NEVADA
5

6 Luba Gonzalez, Plaintiff

CASE NO: D-18-575860-D

7 vs.

DEPT. NO. Department P

8 Enrique Ivan Velazquez-
9 Gonzalez, Defendant.

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 12/16/2021

16 Enrique Velazquez-Gonzalez

enrike.gonzalez@gmail.com

17 Dawn Lozano

LozanoLawLV@gmail.com

18 Luba Gonzalez

snowluba@gmail.com

19 Philip David

philip.dace@gmail.com

20 Melvin Grimes

efile@lvfamilylaw.com

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EXHIBIT 3

Sharon Hall
CLERK OF THE COURT

1 **OSC**
Melvin R. Grimes, Esq.
2 State Bar of Nevada No. 12972
3 **ROBERTS STOFFEL FAMILY LAW GROUP**
4 4411 South Pecos Road
Las Vegas, Nevada 89121
5 PH: (702) 474-7007
6 FAX: (702) 474-7477
7 EMAIL: efile@lvfamilylaw.com
Attorneys for Plaintiff, Sharon Hall

8 **DISTRICT COURT**
9 **FAMILY DIVISION**
10 **CLARK COUNTY, NEVADA**

11 LUBA GONZALEZ,
12 Plaintiff,

Case No: D-18-575860-D
Dept No: P

13 v.

14 ENRIQUE IVAN VELAZQUEZ-
15 GONZALEZ,
16 Defendant.

ORDER TO SHOW CAUSE

17 This Court having reviewed and considered the foregoing Motion for an
18 Order Show Cause why the Plaintiff, Luba Snow, should not be held in contempt of
19 Court for knowing and willfully violating the Court's Order as follows:

21 **Counts 1:** Failure to follow the Court's Order from October 12, 2021,
22 as contained in the Decree of Divorce filed December 8,
23 2021. Specifically, Plaintiff failed to "execute any and all
24 legal documents, certificates of title, bills of sale, deeds or
25 other evidence of transfer necessary to effectuate the
Decree," as mandated on page 3, lines 6-10 of the Decree of
Divorce.

26 **NOW THEREFORE,**
27
28

1 IT IS HEREBY ORDERED that Plaintiff, Luba Snow, shall appear in
2 District Court at the courtroom of the above entitled Court, located at 601 N. Pecos
3 Road, Las Vegas, Nevada, on DECEMBER 22, 2021 AT 11:30 AM, ~~2022~~, at
4 _____, 2022, at
5 _____ a.m./p.m., in Department "P" of said Court, and then and there show
6 cause, if any she has, why she should not be adjudicated guilty of contempt of
7 Court and punished accordingly.
8

9 IT IS FURTHER ORDERED that Plaintiff, Luba Snow, has the right to file
10 an Affidavit of her behalf and may appear personally or by the way of an attorney,
11 and present testimony on his behalf at the time of the hearing.
12

13 /// IT IS FURTHER ORDERED that Luba Snow's Bankruptcy attorney shall be served
14 /// with a copy of this Order via the court's e-filing service.

15 ///

16 ///

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28

1 IT IS FURTHER ORDERED that if Plaintiff, Luba Snow, fails to appear, she
2 shall be deemed to have waived her right to a hearing and that such case, the Court
3 may hold her in contempt and issue a warrant for her arrest.
4

5 ~~IT IS SO ORDERED this _____ day of _____, 2021.~~

6 Dated this 20th day of December, 2021

7 
8 _____
9 District Court Judge

10 Respectfully submitted this 17 day
11 of December 2021.

12 6AB 2DD BDC4 BF81
13 Mary Perry
14 District Court Judge

15 **ROBERTS STOFFEL FAMILY**
16 **LAW GROUP**

17 By: 

18 Melvin R. Grimes, Esq.
19 Nevada Bar No. 12972
20 4411 South Pecos Road
21 Las Vegas, Nevada 89121
22 PH: (702) 474-7007
23 FAX: (702) 474-7477
24 EMAIL: efile@lvfamilylaw.com
25 Attorneys for Defendant, Linda Watkins
26
27
28

1 CSERV

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3 DISTRICT COURT
CLARK COUNTY, NEVADA

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5
6 Luba Gonzalez, Plaintiff

CASE NO: D-18-575860-D

7 vs.

DEPT. NO. Department P

8 Enrique Ivan Velazquez-
9 Gonzalez, Defendant.

10
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14 Service Date: 12/20/2021

15 Enrique Velazquez-Gonzalez

enrike.gonzalez@gmail.com

16 Dawn Lozano

LozanoLawLV@gmail.com

17 Luba Gonzalez

snowluba@gmail.com

18 Philip David

philip.dace@gmail.com

19 Melvin Grimes

efile@lvfamilylaw.com

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EXHIBIT 4

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ORDR
Melvin R. Grimes, Esq.
State Bar of Nevada No. 12972
ROBERTS STOFFEL FAMILY LAW GROUP
4411 S. Pecos Road
Las Vegas, Nevada 89121
PH: (702) 474-7007
FAX: (702) 474-7477
EMAIL: efile@lvfamilylaw.com
Attorney for Defendant, Enrique Ivan Velazquez-Gonzalez

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

LUBA GONZALEZ,)	Case No: D-18-575860-D
)	Dept No: P
Plaintiff,)	
)	Date of Hearing: December 22, 2022
v.)	Time of Hearing: 11:30 a.m.
)	
ENRIQUE IVAN VELAZQUEZ-)	
GONZALEZ,)	
)	
Defendant.)	
)	

ORDER AFTER HEARING

THIS MATTER having come before this Court on the 22nd day of December, 2022, for Hearing Required for TPO: & Order to Show Cause... Motion: Luba Snow Motion to Set Aside. The Defendant, Enrique Ivan Velazquez-Gonzales, being present and represented by and through his attorneys of record, Melvin R. Grimes Esq., of Roberts Stoffel Family Law Group; and the Defendant, being present and represented by and through her attorney of record,

1 Benjamin B. Childs, ESQ, of the Law Office of Benjamin B. Childs. The Plaintiff
2 and Counsel appeared in person. The Defendant and Counsel appeared via Blue
3 Jeans video application, in accordance with Administrative Order. The Court
4 having heard arguments of Counsel and reviewed the pleadings on file herein
5 hereby Orders as follows:

6
7 THE COURT NOTED that the bankruptcy Court needs a clear record of the
8 findings of the case.

9
10 THE COURT FURTHER NOTED that it would have entered adverse finding
11 against the Plaintiff including:

- 12
13 1) Luba attempted to perpetrate a fraud on the court by combining two
14 separate documents into one document and calling it a quick claim deed.
15 Video cite at 01:38.
- 16
17 2) That the agreement that was page two of that quick claim deed was signed
18 under duress. Video cite at 01:49.
- 19
20 3) That Plaintiff used the child as a weapon to force the Defendant to sign
21 the quick claim deed. Video cite at 01:57.
- 22
23 4) That the home located at 7260 Sunny Side Avenue Las Vegas, Nevada
24 89179 is in fact and has always been community property. Video cite at
25 02:01.

1 THE COURT FURTHER NOTED that the home located at 7260 Sunny Side
2 Avenue Las Vegas, Nevada 89179 either needs to be sold or refinanced with the
3 Defendant receiving his full community property share of this money with the value
4 being no less than it was on the date of the Decree of Divorce.
5

6 THE COURT FURTHER NOTED that the Plaintiffs community property
7 share could have been placed in the attorneys trust account until the bankruptcy
8 court reached its decision.
9

10 THE COURT FURTHER NOTED there is now a stay on the proceeding
11 until the Bankruptcy Court is complete.
12

13 THE COURT FURTHER NOTED that the Plaintiff's share could have been
14 placed in the Attorney's trust account until the Bankruptcy Court reached a decision
15 so that it would have not adversely affected the new buyers of the property or the
16 Defendant of the property.
17

18 THE COURT FURTHER NOTED that Attorney Grimes stated that for the
19 record he did not mislead the Court or violate any sections.
20

21 NOW THEREFORE,

22 THE COURT HEREBY ORDERS that there is an automatic stay on the
23 proceedings therefore the Matter shall be taken OFF CALENDAR.
24

25 ///

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THE COURT FURTHER ORDERS Attorney Grimes shall prepare the Final Order and submit it to the Court.

IT IS SO ORDERED.
ORDERED, that this Order may be signed/filed out of sequence with Court proceedings and subsequent orders. This Order is filed for the purposes of maintaining the Court's record, and is not intended to supercede any orders emanating from later hearings

Dated this 15th day of April, 2022



CD9 8D9 D81E 36B6
Mary Perry
District Court Judge

Approved as to Content and Form:

Submitted this ____ day of April, 2022.

ROBERTS STOFFEL FAMILY LAW GROUP

By: 
Melvin R. Grimes, Esq.
State of Nevada Bar No. 12972
4411 South Pecos Road
Las Vegas, Nevada 89121
PH: (702) 474-7007
FAX: (702) 474-7477
EMAIL: efile@lvfamilylaw.com
Attorneys for Defendant

By: REFUSED TO SIGN
Benjamin B. Childs, Esq.
State of Nevada Bar No. 3946
318 South Maryland Parkway
Las Vegas, Nevada 89101
PH: (702) 251-0000
FAX: (702) 385-1847
EMAIL: ben@benchilds.com
Attorneys for Plaintiff

1 CSERV

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3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Luba Gonzalez, Plaintiff

CASE NO: D-18-575860-D

7 vs.

DEPT. NO. Department P

8 Enrique Ivan Velazquez-
9 Gonzalez, Defendant.

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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13 Court. The foregoing Order was served via the court's electronic eFile system to all
recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 4/15/2022

15 Enrique Velazquez-Gonzalez

enrike.gonzalez@gmail.com

16 Dawn Lozano

LozanoLawLV@gmail.com

17 Luba Gonzalez

snowluba@gmail.com

18 Philip David

philip.dace@gmail.com

19 Melvin Grimes

efile@lvfamilylaw.com

20 Benjamin Childs

ben@benchilds.com

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EXHIBIT 5

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ORDR
Melvin R. Grimes, Esq.
State Bar of Nevada No. 12972
ROBERTS STOFFEL FAMILY LAW GROUP
4411 S. Pecos Road
Las Vegas, Nevada 89121
PH: (702) 474-7007
FAX: (702) 474-7477
EMAIL: efile@lvfamilylaw.com
Attorney for Defendant, Enrique Ivan Velazquez-Gonzalez

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

LUBA GONZALEZ,) Case No: D-18-575860-D
) Dept No: P
Plaintiff,)
v.) Date of Hearing: March 30, 2022
) Time of Hearing: 11:00 a.m.
ENRIQUE IVAN VELAZQUEZ-)
GONZALEZ,)
Defendant.)

ORDER AFTER MARCH 30, 2022 HEARING

THIS MATTER having come before this Court on the 30th day of March, 2022, for Motion: Plaintiff's Motion To Amend Or Make Additional Findings Of Facts [NRCP 52 B and/or to Alter or Amend Judgment...(continued from 03/16/2022)...Defendants: Opposition & Countermotion: Defendant's Motion (continued from 03/16/2022) and Plaintiff's Reply To Opposition To Motion To Amend (Continued From 03/16/2022). The Defendant, Enrique Ivan Velazquez-

1 Gonzales, being present and represented by and through his attorneys of record,
2 Melvin R. Grimes Esq., of Roberts Stoffel Family Law Group; and the Defendant,
3 being present and represented by and through her attorney of record, Benjamin B.
4 Childs, ESQ, of the Law Office of Benjamin B. Childs. The Parties and Counsel
5 appeared via Blue Jeans video application, in accordance with Administrative
6 Order. The Court having heard arguments of Counsel and reviewed the pleadings
7 on file herein hereby Notes as follows:
8

9
10 THE COURT FURTHER NOTED that Attorney Childs stated that the
11 bankruptcy has been filed and court noted that there is an automatic stay.
12

13 THE COURT FURTHER NOTED that the Department reviewed the
14 competing Orders that were submitted and the Court chose the correct Order.
15

16 THE COURT FURTHER NOTED that the Court will not force someone to
17 attend therapy.

18 NOW THEREFORE, the Court Orders as Follows:

- 19 1) THE COURT HEREBY ORDERS The Plaintiff's Motions shall be
20 DENIED.
21
22 2) THE COURT FURTHER ORDERS Attorney's fees shall be GRANTED.
23
24 3) THE COURT FURTHER ORDERS Attorney Grimes shall submit a
25 Memorandum of Fees and Costs to the Court.
26
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4) THE COURT FURTHER ORDERED Attorney Grimes shall submit the
December 22, 2022 Order to the Court.

THE COURT FURTHER ORDERED Attorney Grimes shall prepare the
Order, send it to Attorney Child's for review and signature and submit it to the
Court.

IT IS SO ORDERED.

Dated this 28th day of April, 2022



FBB 629 EBE6 8F39
Mary Perry
District Court Judge

Submitted this 27 day of
April, 2022.

Approved as to Content and Form:

**ROBERTS STOFFEL FAMILY
LAW GROUP**

By: 
Melvin R. Grimes, Esq.
State of Nevada Bar No. 12972
4411 South Pecos Road
Las Vegas, Nevada 89121
PH: (702) 474-7007
FAX: (702) 474-7477
EMAIL: efile@lvfamilylaw.com
Attorneys for Defendant

By: Refused to Sign
Benjamin B. Childs, Esq.
State of Nevada Bar No.
318 S. Maryland Parkway
Las Vegas, Nevada 89101
PH: (702) 251-0000
FAX: (702) 385-1847
EMAIL: ben@benchilds.com
Attorneys for Plaintiff

1 CSERV

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Luba Gonzalez, Plaintiff

CASE NO: D-18-575860-D

7 vs.

DEPT. NO. Department P

8 Enrique Ivan Velazquez-
9 Gonzalez, Defendant.

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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13 Court. The foregoing Order was served via the court's electronic eFile system to all
recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 4/28/2022

15 Enrique Velazquez-Gonzalez

enrike.gonzalez@gmail.com

16 Dawn Lozano

LozanoLawLV@gmail.com

17 Luba Gonzalez

snowluba@gmail.com

18 Philip David

philip.dace@gmail.com

19 Melvin Grimes

efile@lvfamilylaw.com

20 Benjamin Childs

ben@benchilds.com

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EXHIBIT 6

Natalie M. Cox
Honorable Natalie M. Cox
United States Bankruptcy Judge



Entered on Docket
April 04, 2023

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:)	Case No.: 21-15676-nmc
)	
LUBA SNOW <i>aka</i> Luba Gonzalez,)	Chapter 7
)	
Debtor.)	
)	
)	

ORDER AWARDING DAMAGES REGARDING MOTION FOR CONTEMPT FOR VIOLATION OF THE AUTOMATIC STAY UNDER § 362(a) AND DAMAGES AGAINST CREDITOR, ENRIQUE IVAN VELAZQUEZ-GONZALEZ, HIS COUNSEL, MELVIN R. GRIMES, ESQ. AND LAW FIRM, ROBERTS STOFFEL, FAMILY LAW GROUP [ECF NO. 11]¹

On September 26, 2022, the Court entered its findings of fact and conclusions of law (ECF No. 99) (“FFCL”) and related order (“Order”) (ECF No. 100) regarding Luba Snow’s (“Debtor”) Motion for Contempt for Violation of the Automatic Stay Under § 362(a) and Damages Against Creditor, Enrique Velazquez-Gonzalez, His Counsel, Melvin Grimes, Esq. and Law Firm, Roberts Stoffel Family Law Group (“Motion”) (ECF No. 11). The Order granted the Motion in part “solely as to liability” under Section² 362(k) and further stated, in pertinent part, the following:

IT IS FURTHER ORDERED that Debtor shall, no later than 14 days after entry of this order, file supplemental pleadings,

¹ In this Order, all references to “ECF” are to the numbers assigned to the documents filed in the above-captioned case as they appear on the docket maintained by the Clerk of Court.

² All references to “Section” are to 11 U.S.C. § 101 et. seq.

1 as appropriate, supporting her request for damages. Velazquez-
2 Gonzalez, Grimes, and the Roberts Stoffel Family Law Group may,
3 no later than 28 days after entry of this order, file their response(s),
as appropriate. Thereafter, the Court will either take the matter
under submission or schedule oral argument by separate order.

4 Order at 2:3-7. Accordingly, Debtor's supplemental pleadings were required to be filed by
5 October 10, 2022, while all responsive pleadings were required to be filed by October 24, 2022.
6 Melvin R. Grimes ("Grimes"), in his capacity as an attorney with the Roberts Stoffel Family Law
7 Group ("Firm") and as counsel for Enrique Velazquez-Gonzalez ("Velazquez-Gonzalez"),
8 received ECF notice of both the FFCL and the Order.

9 Debtor timely filed her supplemental pleadings on October 10, 2022, including her
10 Supplemental Brief on Damages ("Debtor-Brief"), the Declaration of Benjamin B. Childs, Esq.
11 ("Childs Declaration"), the Declaration of Christopher P. Burke, Esq. ("Burke Declaration"), and
12 the Declaration of Luba Snow ("Snow Declaration"). (ECF No. 101). Neither Grimes, the Firm,
13 nor Velazquez-Gonzalez filed a response to the Debtor-Brief by the October 24, 2022, deadline,
14 and the matter was thereafter deemed submitted.³

15
16 ³ During the preparation of this Order, the Court observed that on November 1, 2022,
17 Grimes, Velazquez-Gonzalez, and the Firm filed a Motion to Extend Time to File a Response to
18 Petitioner's Supplemental Brief on Damages ("Extension Motion") (ECF No. 102), to which
19 Debtor filed an opposition (ECF No. 103). The Extension Motion was not noticed for hearing as
20 required under Local Rule 9014, and no response to the Debtor-Brief was filed by the November
21 14, 2022, deadline requested in the Extension Motion. Thereafter, on January 12, 2023, Grimes
22 and the Firm filed a Supplemental Request Pursuant to Rule 9006(b) and Limited Response to
23 Debtors['] Supplemental Brief Regarding Damage[s] ("Supplemental Motion") (ECF No. 105), to
24 which Debtor filed another opposition (ECF No. 106) and a supplemental request for attorney's
25 fees (ECF Nos. 107, 109). Grimes subsequently filed a joinder to the Supplemental Motion on
behalf of Velazquez-Gonzalez. (ECF No. 110). The Supplemental Motion also was not noticed
for hearing as required under Local Rule 9014. Accordingly, neither the Extension Motion nor
the Supplemental Motion—both of which were filed after the record was closed—have ever
properly been before the Court. Debtor's supplemental request for attorney's fees and costs is also
not properly before the Court. In sum, the record was closed at the conclusion of the October 24,
2022, responsive brief deadline, and the Court will not entertain any pleadings filed after that date.

26 For the avoidance of doubt, and in the alternative, even if the Extension Motion and
27 Supplemental Motion were noticed for a hearing, the Court would not find cause to grant the same.
28 Specifically, despite having received ECF notice of the FFCL and Contempt Order on September
26, 2022, the Extension Motion claims that Grimes, Velazquez-Gonzalez, and the Firm "were
unaware ... that Findings of Facts and Conclusions of Law had been issued" and "became aware
of the status of the case when Respondent's [sic] received Petitioners['] Supplemental Brief on or

1 Debtor, by the Contempt Motion, requests actual and punitive damages under Section
2 362(k)(1), which states, in pertinent part, that “an individual injured by any willful violation of a
3 stay provided by this section shall recover actual damages, including costs and attorneys’ fees,
4 and, in appropriate circumstances, may recover punitive damages.” As U.S. District Judge Gordon
5 recently concluded, “[a] fee award is mandatory if the bankruptcy court finds a stay violation was
6 willful, although the court ‘retain[s] the discretion to eliminate unnecessary or plainly excessive
7 fees.” Rushmore Loan Mgmt. Servs., LLC v. Moon (In re Moon), 2023 WL 1779643, at *5 (D.
8 Nev. Feb. 6, 2023) (citation omitted). “Additionally, there must be ‘a nexus between the claimed
9 damages and the violation of the stay’ because the individual must be ‘injured by the violation to
10 be eligible to claim actual damages.’” Id. (citation omitted).

11 As for Debtor’s request for an award of attorney’s fees and costs, and other miscellaneous
12 actual costs, and based on the evidence presented, the Court finds and concludes that, Debtor

13 _____
14 about October 19, 2022.” Extension Motion at 2:8-12. No discussion is provided explaining the
15 discrepancy between the Court’s docket (which reflects ECF notice on Grimes on September 26,
16 2022) and the conclusory statements made in the Extension Motion. Additionally, even were the
17 Court to assume that respondents first received notice on October 19, 2022, they fail to provide
18 any explanation regarding why they waited almost two weeks later to file the Extension Motion
19 instead of filing the same prior to their October 24, 2022, deadline to file a responsive brief. The
20 Supplemental Motion’s additional claims of excusable neglect are rejected because under the facts
21 of this case, experienced counsel clearly made no effort to review the Court’s local rules regarding
22 the scheduling of hearings. See, e.g., U.S. v. Moyer, 2008 WL 3478063, at *7 (N.D. Cal. Aug.
23 12, 2008) (“Because Moyer [proceeding in pro se] made no effort whatsoever to familiarize
24 himself with the Federal Rules of Civil Procedure or the Civil Local Rules, he cannot claim
25 excusable neglect.”). The Court, utilizing its sound and reasonable discretion, reaches this
26 conclusion based on the facts of this case and cannot find any flexibility in the “elastic concept”
27 of excusable neglect to excuse (a) counsel’s lack of diligence in timely filing either a responsive
28 brief or a motion to extend by the October 24, 2022, deadline when Grimes concedes he learned
of this deadline no later than October 19, 2022, (b) counsel’s apparent lack of effort to review the
Court’s Local Rules regarding the scheduling of hearings, (c) counsel’s lack of filing a responsive
brief by the November 14, 2022, deadline requested in the Extension Motion, (d) counsel’s failure,
to the Court’s knowledge, to contact its chambers to inquire about the status of the Extension
Motion, and (e) counsel’s filing of a Supplemental Motion 80 days after the October 24, 2022,
deadline without, again, noticing it for hearing. See Pioneer Inv. Servs. Co. v. Brunswick Assocs.
Ltd. P’ship, 507 U.S. 380, 392 (1993) (“Although inadvertence, ignorance of the rules, or mistakes
construing the rules do not usually constitute ‘excusable’ neglect, it is clear that ‘excusable neglect’
under Rule 6(b) is a somewhat ‘elastic concept’ and is not limited strictly to omissions caused by
circumstances beyond the control of the movant.”).

1 incurred actual damages, and is entitled to an award of: (i) attorneys' fees and costs to Benjamin
 2 B. Childs, Esq. in the aggregate amount of \$11,769.97, as reflected in the uncontested Childs
 3 Declaration, (ii) attorneys' fees and costs to Christopher P. Burke, Esq. in the aggregate amount
 4 of \$38,278.50, as reflected in the uncontested Burke Declaration, and (iii) actual costs of
 5 \$1,450.35, as reflected in the uncontested Snow Declaration. These actual damages are awarded
 6 jointly and severally against Velazquez-Gonzalez, Grimes, and the Firm.

7 As for Debtor's emotional distress damages, Debtor requests an award of \$95,000. As
 8 previously summarized by this Court:

9 Proof of pecuniary loss is not required for an award of emotional
 10 distress damages. *See Dawson v. Washington Mutual Bank (In re*
 11 *Dawson)*, 390 F.3d 1139, 1149 (9th Cir. 2004). "To recover
 12 damages for emotional distress under § 362(k), 'an individual must
 13 (1) suffer significant harm (2) clearly establish the significant harm,
 14 and (3) **demonstrate a causal connection between that significant**
 15 **harm and the violation of the automatic stay (as distinct, for**
 16 **instance, from the anxiety and pressures inherent in the**
 17 **bankruptcy process).'** ... Emotional harm may be proved by: (1)
 18 medical evidence, (2) non-experts, such as family members, friends,
 19 or coworkers; or (3) 'even without corroborative evidence where
 20 significant emotion distress is readily apparent.' ... The last category
 21 includes cases where the violator's conduct is 'egregious,' or where
 22 the conduct is not egregious but the circumstances make it obvious
 23 that a reasonable person would suffer significant emotional harm ...
 24 'Fleeting or trivial anxiety or distress does not suffice ...'" *See*
 25 *America's Servicing Co. v. Schwartz-Tallard*, 438 B.R. 313, 321-
 26 22 (D. Nev. 2010), *citing In re Dawson*, 390 F.3d at 1149-50.

27 *In re Martinez*, 561 B.R. 132, 156-57 (Bankr. D. Nev. 2016) (emphasis added).

28 Debtor has satisfied the first two prongs – clearly establishing that Debtor suffered a
 significant harm. As the Court found and concluded in the FFCL, Grimes and Velazquez-
 Gonzalez sought Debtor's incarceration through the initiation of civil contempt proceedings in
 family court during the post-petition period because the filing of the bankruptcy case, and the
 imposition of the automatic stay, delayed the closing of a sale of Debtor's and Velazquez-
 Gonzalez's home in accordance with a family court settlement. See, e.g., FFCL at FoF ¶ 14
 ("During his March 4, 2022, testimony, Grimes testified that he would not have filed the requests

1 for an order to show cause if the bankruptcy filing had not stopped the sale of the Sunny
2 Property.”); *id.* at ¶ 15 (Velazquez-Gonzalez testifying, under penalty of perjury, that he requested
3 his counsel to file the contempt motions against Debtor seeking jail time in order to force her to
4 sell the house). The Court finds and concludes that these actions caused Debtor to suffer
5 significant emotional distress and that a reasonable person would suffer significant emotional
6 harm.

7 Debtor also has satisfied the final prong, i.e., “demonstrat[ing] a causal connection between
8 [the] significant harm and the violation of the automatic stay (as distinct, for instance, from the
9 anxiety and pressures inherent in the bankruptcy process.” See *In re Martinez*, 561 B.R. at 157.
10 To determine whether there is a causal connection between the harm suffered and the stay violation
11 in this case, it is necessary to determine the applicable period during which Debtor allegedly
12 suffered compensable damages. The applicable period began on December 17, 2021, when
13 Grimes and Velazquez-Gonzalez filed pleadings in the family court requesting incarceration, and
14 lasted until December 22, 2021, when District Judge Perry made clear that Debtor would not be
15 incarcerated. (ECF No. 60-7 at 3:20-4:7).

16 The Court cannot ignore, however, that the threat of incarceration occurred in the context
17 of what appears from the record to be a contentious family court proceeding which was already
18 highly stressful and emotionally taxing and could very well be the source of the Debtor’s suffered
19 harm. In fact, the days leading up to the filing of the bankruptcy and the days thereafter provide a
20 glimpse into the contentious nature of the case. On December 8, 2021, the family court entered a
21 Stipulated Decree of Divorce requiring the sale of the marital home. FFCL, FoF ¶¶ 1-2. Notably,
22 the Stipulated Decree did not include a deadline by which the marital home was to be sold—a fact
23 that makes the continuation of the stay violation to seek Debtor’s incarceration all that more
24 egregious. One week later on December 15, 2021, Debtor filed her voluntary chapter 7 petition, a
25 date that was one week prior to the proposed sale of the marital home. FFCL, FoF ¶ 3. This
26 resulted in a hearing before the family court on December 22, 2021, regarding, among other things,
27 the effect of the automatic stay on the sale of the marital home. At that hearing, Family District
28 Court Judge Mary Perry adamantly expressed her dissatisfaction with the pre-petition actions of

1 Debtor during the family court proceedings. (ECF No. 60-7 at 3:20-4:7). While Judge Perry's
2 comments are dicta and otherwise irrelevant, they do expose the family court's frustration with
3 Debtor—and thus expose an undoubtedly stressful and emotionally taxing case.

4 Additionally, while the Debtor attested to her stomach pain, anxiety and her trip to a
5 radiologist, she did not submit any medical records or medical receipts into evidence to assist in
6 quantifying Debtor's damages. See Snow Declaration, ¶¶ 17-19. Moreover, while Debtor's live-
7 in partner, Philip David Dace, testified at the March 4, 2022, hearing as to Debtor's emotional
8 distress, most (although not all) of Mr. Dace's pre-trial declaration filed in anticipation of his
9 testimony focused on activities that occurred in the family court during the pre-petition period.
10 See ECF No. 53 (Declaration of Philip David Dace), revealing the pre-existing emotional distress
11 that pre-dated Debtor's filing of this bankruptcy case.

12 Although the foregoing does indicate that there is a non-compensable aspect to Debtor's
13 emotional distress, the totality of the circumstances set forth in the record support the causal
14 connection between the emotional distress suffered and the stay violation. The Court cannot ignore
15 that the actions taken by Grimes and Velazquez-Gonzalez seeking to incarcerate Debtor were
16 extreme, if not egregious, and that a reasonable person would suffer emotional harm under similar
17 circumstances. Debtor's claim of \$95,000 in emotional distress damages, however, is unwarranted
18 under the facts of this case and when compared to similar decisions addressing similar situations.
19 Debtor was under the threat of incarceration for five days (from December 17, 2021, through
20 December 22, 2021), but was not incarcerated. Debtor's five-day fear of being incarcerated is less
21 egregious than the four days of actual incarceration suffered under similar circumstances by the
22 debtor in In re Valentine, 611 B.R. 622, 652 (Bankr. E.D. Mo. 2020) that resulted in only a \$400
23 emotional distress award (\$100 for each night of incarceration). Such fear is also less egregious
24 than the debtor's emotional distress for missing his father's funeral caused by an actual
25 incarceration that violated the automatic stay, which resulted in a \$4,400 emotional distress award
26 that was vacated by the appellate court in Young v. Repine (In re Young), 536 F.3d 512, 518 &
27 522 (5th Cir. 2008). In light of the foregoing, the Court awards Debtor an emotional distress
28 award of \$1,000 (\$200 for each of the five days Debtor was under fear of incarceration)—awarded

1 jointly and severally against Velazquez-Gonzalez, Grimes, and the Firm.

2 Finally, Debtor requests a punitive damages award of \$50,000. As recently explained:

3 Punitive damages also may be awarded under Section 362(k)(1) for
4 a willful violation of the automatic stay “in appropriate
5 circumstances.” A reckless or callous disregard for the law or the
6 rights of others warrants an award of punitive damages under the
7 statute. *See Goichman v. Bloom (In re Bloom)*, 875 F.2d 224, 228
8 (9th Cir. 1989); *In re Stefani*, 2019 WL 762661, at *8 (Bankr. S.D.
9 Cal. Feb. 15, 2019). An award of punitive damages typically bears
10 a relationship to the amount of compensatory damages awarded and
11 may take the form of a multiplier of the compensatory damage
12 award. *See Philip Morris USA v. Williams*, 549 U.S. 346, 353, 127
13 S.Ct. 1057, 166 L.Ed.2d 940 (2007). A punitive damages award
14 may not be based on perceived injuries to parties that are not before
15 the court. *Id.* at 353-54, 127 S.Ct. 1057. An award of punitive
16 damages should take into consideration (1) the degree of
17 reprehensibility of the defendant's conduct, (2) the disparity between
18 the harm suffered by the plaintiff and the amount of the punitive
19 damages award, and (3) the difference between the punitive damage
20 award and the civil penalties authorized or imposed in comparable
21 cases. *See Arizona v. ASARCO LLC*, 773 F.3d 1050, 1054 (9th Cir.
22 2014), *citing State Farm Mut. Auto. Ins. Co. v. Campbell*, 538 U.S.
23 408, 123 S.Ct. 1513, 155 L.Ed.2d 585 (2003).

24 *In re Moon*, 613 B.R. 317, 358 (Bankr. D. Nev. 2020), *aff'd in part, vacated in part, rev'd in part*,
25 2021 WL 62629 (B.A.P. 9th Cir. Jan. 7, 2021).

26 District Judge Gordon recently addressed the reprehensibility prong, finding:

27 The reprehensibility of [a creditor's] conduct is the most important
28 guidepost. *State Farm Mut. Auto. Ins. Co. v. Campbell*, 538 U.S.
408, 419 (2003). To determine reprehensibility, courts consider
whether:

the harm caused was physical as opposed to economic; the
tortious conduct evinced an indifference to or a reckless
disregard of the health or safety of others; the target of the
conduct had financial vulnerability; the conduct involved
repeated actions or was an isolated incident; and the harm
was the result of intentional malice, trickery, or deceit, or
mere accident.

Ramirez v. TransUnion LLC, 951 F.3d 1008, 1036 (9th Cir. 2020),
rev'd and remanded on other grounds, 141 S. Ct. 2190 (2021).

Rushmore Loan Mgmt. Servs., LLC v. Moon (In re Moon), 2023 WL 1779643, at *11 (D. Nev.

1 Feb. 6, 2023). In this case, the action against Debtor was an isolated incident that lasted
2 approximately five days and resulted in emotional distress that was compounded by the pre-
3 existing anxiety Debtor suffered in an already stressful and distressing family court proceeding.

4 Regarding the disparity between the punitive damages award and the compensatory
5 damages award, District Judge Gordon found that a multiplier of 1.5 was appropriate to “serve[]
6 the twin goals of punishment and deterrence.” *Id.* at *12. Judge Gordon acknowledged that this
7 ratio “will result in an award that is substantially higher than ... comparable awards” but found
8 that “a higher award is warranted because [the creditor’s] stay violation was not a situation
9 involving a rogue employee, but the acts of representatives that [the creditor] touts as properly
10 trained.” *Id.* at *13 (citation omitted). Judge Gordon was clear, however, that “[t]here is no
11 bright-line rule” regarding the appropriate ratio of punitive damages to compensatory damages.
12 *Id.* at 11.

13 Adopting Judge Gordon’s guidance in calculating an award of punitive damages, this Court
14 considered comparable cases including *In re Repine*, 536 F.3d at 518 & 521 and *In re Valentine*,
15 611 B.R. at 654. Both cases involved family law disputes with more egregious facts than those in
16 this case where the Courts have awarded substantially less in punitive damages than those Debtors
17 requested. See *In re Repine*, 536 F.3d at 518 & 521 (affirming a punitive damages award of
18 \$5,000); *In re Valentine*, 611 B.R. at 654 (assessing a punitive damages award of \$1,000).

19 Here, Grimes’ actions resulting in a violation of the stay are more akin to the action of a
20 rogue employee as opposed to a representative trained by the Firm to violate the automatic stay in
21 the manner done in this case. Still, Grimes is bound by ethical rules that among other
22 responsibilities require competency. Without making a finding of a specific ethical violation, this
23 Court believes that Grimes overestimated his competency in bankruptcy law. While reprehensible,
24 Grimes’ actions do not rise to the type of reprehensible behavior that would support the amount
25 Debtor requests in punitive damages.

26 The same is true regarding the Firm. It, too, has ethical obligations to which it must adhere,
27 including an obligation to supervise the attorneys in its employ. Without making a finding of a
28 specific ethical violation, this Court believes that the Firm’s supervision of Grimes was lacking.

1 But such failures, while unfortunate, are not so reprehensible to support Debtor's full request for
2 punitive damages.

3 Consequently, and keeping in mind the twin goals of punishment and deterrence, the Court
4 awards \$2,000 in punitive damages (a multiplier of two vis-a-vis only the emotional distress
5 award). Similarly to the court in In re Valentine, the Court's punitive damages award is assessed
6 only against Grimes and the Firm, and not Velasquez-Gonzalez. See, e.g., 611 at 653-54.

7 For these reasons,

8 IT IS HEREBY ORDERED that the Motion for Contempt for Violation of the Automatic
9 Stay Under § 362(a) and Damages Against Creditor, Enrique Velazquez-Gonzalez, His Counsel,
10 Melvin R. Grimes, Esq. and Law Firm, Roberts Stoffel, Family Law Group ("Motion") (ECF No.
11 11) is **GRANTED** regarding damages. Specifically, Enrique Velazquez-Gonzalez, Melvin R.
12 Grimes, Esq., and the Roberts Stoffel Family Law Group shall be jointly and severally liable to
13 Debtor in the following amounts:

- 14 (1) \$11,769.97 in attorneys' fees and costs incurred by Benjamin B. Childs, Esq.,
- 15 (2) \$38,278.50 in attorneys' fees and costs incurred by Christopher P. Burke, Esq.,
- 16 (3) \$1,450.35 in actual expenses incurred by Debtor for the March 4, 2022, hearing
17 transcript before this Court, and
- 18 (4) \$1,000 in emotional distress damages.

19 IT IS FURTHER ORDERED that Melvin R. Grimes, Esq., and the Roberts Stoffel Family
20 Law Group shall be jointly and severally liable to Debtor for \$2,000 in punitive damages.

21 **IT IS SO ORDERED.**

22 Copy sent via CM/ECF Electronic Filing

23 Copy sent via BNC to:

24 LUBA SNOW
25 7260 SUNNY COUNTRYSIDE AVE.
26 Las Vegas, NV 89179
27
28

1 CONN APPLIANCES, INC.
2 C/O BECKET AND LEE LLP
3 PO BOX 3002
4 MALVERN, PA 19355-0702

5 PHILIP DACE
6 7260 Sunny Countryside Ave
7 Las Vegas, NV 89179

8 MELVIN R GRIMES on behalf of Creditor ENRIQUE IVAN VELAZQUEZ-GONZALEZ
9 ROBERTS STOFFELL FAMILY LAW GROUP
10 4411 S. PECOS ROAD
11 LAS VEGAS, NV 89121


12 EDDIE MEESE
13 REALTY EXPERTISE
14 10120 S EASTERN AVENUE #241
15 HENDERSON, NV 89052

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EXHIBIT 7

FILED

JUL 18 2024

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY: 
CHIEF DEPUTY CLERK

IN THE SUPREME COURT OF THE
STATE OF NEVADA

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In the Matter of)
)
THE HONORABLE MARY PERRY,)
District Court Judge, Eighth Judicial District)
Court, Clark County, State of Nevada,)
)
Respondent.)


CASE NO. 89018

**CERTIFIED COPY OF STIPULATION AND ORDER OF
CONSENT TO PUBLIC CENSURE**

Pursuant to Commission Procedural Rule 29, I hereby certify that the document attached hereto is a true and correct copy of the STIPULATION AND ORDER OF CONSENT TO PUBLIC CENSURE filed with the Nevada Commission on Judicial Discipline on July 18, 2024.

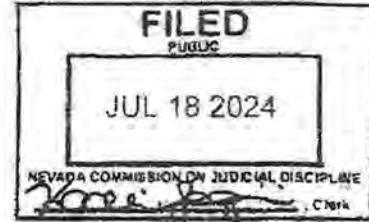
DATED this 18th day of July, 2024.

NEVADA COMMISSION
ON JUDICIAL DISCIPLINE
P.O. Box 18123
Reno, NV 89511
(775) 687-4017

By: 
PAUL C. DEYHLE
General Counsel and Executive Director
Nevada Bar No. 6954

24-25220

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8 Special Counsel for the Nevada
9 Commission on Judicial Discipline



6 **BEFORE THE NEVADA COMMISSION ON JUDICIAL DISCIPLINE**

7
8 IN THE MATTER OF THE HONORABLE
9 MARY PERRY, District Court Judge,
10 Eighth Judicial District Court (Family
11 Division), Clark County, State of Nevada,

Case Nos.: 2022-062-P and
2023-039-P

12 Respondent.

13 **STIPULATION AND ORDER OF CONSENT TO PUBLIC CENSURE**

14 In order to resolve the above-referenced judicial conduct complaints pending before the
15 Nevada Commission on Judicial Discipline (the "Commission"), the Respondent, Honorable
16 Mary Perry, District Court Judge, Eighth Judicial District Court, Family Division, Clark County,
17 State of Nevada ("Respondent" or "Judge Perry"), and the Commission stipulate to the following
18 pursuant to Commission Procedural Rule 29:

19 1. Respondent and the Commission agree that Commission Case Nos. 2022-062-P
20 and 2023-039-P shall be consolidated for purposes of resolution through this Stipulation and
21 Order of Consent to Public Censure ("Stipulation and Order").

22 2. Respondent admits that she violated Canon 1 of the Revised Nevada Code of
23 Judicial Conduct ("Code"), Rule 1.1, requiring the Respondent to comply with the law, including
24 the Code; and Rule 1.2, requiring the Respondent to act at all times in a manner that promotes
25 public confidence in the independence, integrity and impartiality of the judiciary and avoiding
26 impropriety and the appearance of impropriety; Canon 2 of the Code, Rule 2.2, requiring the
27 Respondent to uphold and apply the law, and perform all duties of judicial office fairly and
28 impartially; Rule 2.3, requiring the Respondent to avoid bias; Rule 2.6(A), requiring the

1 Respondent to accord every person who has a legal interest in a proceeding, or that person's
2 lawyer, the right to be heard; Rule 2.8(A), requiring the Respondent to maintain order and
3 decorum in proceedings before the court; Rule 2.8(B), requiring the Respondent to be patient,
4 dignified, and courteous to litigants, jurors, witnesses, lawyers, court staff, court officials, and
5 others with whom the Respondent deals in an official capacity; and Rule 2.10, requiring the
6 Respondent to refrain from making any public statement that might reasonably be expected to
7 affect the outcome or impair the fairness of a matter pending or impending in any court, or make
8 any nonpublic statement that might substantially interfere with a fair trial or hearing; and Canon
9 3 of the Code, Rule 3.5, requiring the Respondent to refrain from intentionally disclosing or
10 using nonpublic information acquired in a judicial capacity, or either of these rules, in her
11 capacity as a District Court Judge in and for the Eighth Judicial District Court (Family Division),
12 in Clark County, State of Nevada, by knowingly or unknowingly engaging in an act, a
13 combination of acts, or all of the following acts, which occurred during the circumstances stated
14 below:

15 **Case No. 2022-062-P**

16 A. In this matter, the Respondent presided over a divorce proceeding in
17 Family Court. During an Order to Show Cause hearing on December 22, 2021, after the parties
18 settled the matter, the Respondent placed on the record how she would have ruled against the
19 Complainant in this matter (i.e., one of the litigants ("Litigant One")) had the matter proceeded
20 to trial.

21 B. Respondent made these statements to ensure that when the bankruptcy
22 court subsequently examined the property-related issues in Litigant One's divorce, that court
23 would have an appropriate factual record before it, "in case there is a question regarding the
24 property..." Respondent felt compelled to state her opinions out of concern that Litigant One
25 might attempt to "perpetrate a fraud" on a subsequent bankruptcy court as to property-related
26 issues, and characterized her obligation to do so as a "duty" to prevent a fraud from being
27 perpetrated on her, or any other, court. Despite Respondent's strong convictions on this issue,
28 Respondent did not (and in subsequent discussions, could not) articulate any legal basis for

1 taking the actions she did.

2 C. Respondent's statements placed on the record during that hearing were, in
3 fact, confidential as they were made as to Litigant One arising from a prior divorce proceeding
4 which had already settled and concluded. Respondent's actions led Litigant One to believe that
5 they were the result of a bias by Respondent against him.

6 D. During a March 30, 2022 hearing in the same matter, the Respondent
7 spoke in a hostile tone toward Litigant One. A review of the audiovisual recording of these
8 events ("JAVS Recording") reflects that the Respondent appeared visibly agitated and angry at
9 Litigant One during that proceeding. Respondent conceded that she "...probably was not
10 necessarily courteous..." to Litigant One. During this same hearing, the Respondent deprived
11 Litigant One of her right to be heard during that hearing, refused requests to allow testimony or
12 argument on her motion and awarded attorney fees against Litigant One.

13 Case No. 2023-039-P

14 E. In this matter, the Respondent presided over a divorce and child custody
15 proceeding, during which two (2) pertinent hearings were held on February 9, 2022 and August
16 11, 2022, respectively. What both of these hearings have in common is the Respondent's
17 needlessly disrespectful tone of voice, obvious changes in her mood, the use of profanity,
18 personally demeaning comments about the litigants, and generally, her overall demeanor and
19 lack of professional decorum toward all litigants appearing at those hearings.

20 F. In this matter, the Complainant ("Litigant Two") also alleged that the
21 Respondent deprived him and his counsel of the right to be heard, by not permitting oral
22 argument as to the Respondent's decision to set aside Litigant Two's decree of divorce, which
23 was granted by the Senior Judge that had handled the trial of the action.

24 G. The February 9, 2022 hearing was held via the "Blue Jeans" video
25 conferencing service. Litigant Two and his counsel were both present via the "Blue Jeans"
26 system.

27 H. A complete review of the JAVS Recording of the Respondent's February
28 9, 2022 calendar, Litigant Two reflects that the following statements from Respondent to

1 Litigant Two are present:

2 10:56:37 "Sir! Don't argue with me! I don't know what it is. Do we have a
3 full moon because I can't seem to get people to stop arguing with me today!" When, during the
4 Commission's subsequent investigation, the Respondent was asked if she would describe her
5 demeanor, as depicted in the clip, as being patient, dignified, and courteous? The Respondent
6 admitted that her conduct was improper and answered, "No".

7 10:58:30 "Sir! No! He doesn't get to pick and choose! We're going to set
8 aside the decree of divorce. We're going to redo this evidentiary hearing."

9 11:03:00 "Oh God, what is up with these people." ... "Sir! You haven't
10 respected this court for a year! So, I don't want to hear you talking about disrespect!" When,
11 during the Commission's subsequent investigation, the Respondent was asked if she had lost her
12 patience during that interaction, the Respondent admitted that her conduct was improper and
13 stated, "That is possible, yes." Respondent also admitted to raising her voice, though she added
14 "but not significantly...."

15 I. The August 11, 2022 hearing was also held via the "Blue Jeans" video
16 conferencing service. Litigant Two and his counsel were both present via the "Blue Jeans"
17 system.

18 J. A complete review of the JAVS Recording of the Respondent's August
19 11, 2022 calendar reflects that the following statements from Respondent to Litigant Two are
20 present:

21 2:28:30 - 2:31:35 In this video clip, Litigant Two made a comment about not
22 seeing an order related to paying the mortgage. Respondent then shouted, "BS! BS! Because I've
23 got the order right here in this computer." Respondent also slammed her hands on the bench and
24 yelled, "We're not here to argue!" Respondent continued shouting "Stop it!" Respondent also
25 made a comment, "This is not your home! This is my home! You will respect what I am
26 saying...You are not the boss here, do you understand." When during the Commission's
27 subsequent investigation, the Respondent was asked if she was in control of her temper and
28 emotions, the Respondent admitted that her conduct was improper and stated, "Probably not as

1 well as I could have been.”

2 2:59:25 During a back-and-forth conversation concerning Litigant Two’s
3 son, the Respondent stated, “...you don’t deserve to have primary! ... Don’t lie to me! BS! BS!

4 3:02:15 During continued discussion about the children, the Respondent
5 stated, “This is high conflict. Your children deserve a hell of a lot better than both of you. I’m
6 going to take her home with me! And neither one of you will see her. She deserves better than
7 what she’s getting...”

8 3:06:25 During a conversation about the mental and physical health of the
9 litigants, Respondent asked the Complainant, “Are you psycho? That’s a yes or no?”

10 3:08:10 During a discussion concerning the son of Litigant Two and the
11 other litigant in the matter, the Respondent stated, “I’m surprised he’s spending any time with
12 either one of you because neither one of you are worth it at this point.”

13 3:14:30 During the hearing, the other litigant in the matter mentioned she
14 had a bachelor’s degree in fine arts. The Respondent responded, “Why would you do that...you
15 can’t support your family with fine arts?” When during the Commission’s subsequent
16 investigation, the Respondent was asked if her comment could be considered as personally
17 insulting, the Respondent admitted that her conduct was improper and stated, “Could have been,
18 yes.”

19 3:32:50 Respondent commented, “My computer is slow right now. It’s mad
20 at me. It doesn’t like my fingers. I think it wants a man’s fingers. This must be a female or
21 something. Because it fights me constantly.”

22 3:58:15 While discussing custody of Litigant Two’s daughter, Respondent
23 stated, “I’m not giving you custody! No! Your ass needs to be out there working too.” When
24 during the Commission’s subsequent investigation, the Respondent was asked if this comment
25 was dignified, the Respondent admitted that her conduct was improper and responded “No.”

26 3. Respondent admits to all the allegations brought against her in paragraphs 2(A)
27 through (J) as set forth above and agrees the evidence available to the Commission would
28 establish by clear and convincing proof that she violated the Code, including Canon 1, Rules 1.1

1 and 1.2; Canon 2, Rules 2.2, 2.3, 2.6(A), 2.8(A) and (B), and 2.10; and Canon 3, Rule 3.5.

2 4. Respondent agrees to waive her right to present her case and contest the
3 allegations in the information set forth above in a formal hearing pursuant to Commission
4 Procedural Rule 18. Respondent also agrees that this Stipulation and Order takes effect
5 immediately, pursuant to Commission Procedural Rule 29. The Commission accepts
6 Respondent's waiver of said right and acknowledges and agrees to the immediate effect of this
7 Stipulation and Order.

8 5. Respondent and the Commission hereby stipulate to Respondent's consent to
9 public censure and other forms of discipline imposed in this Stipulation and Order pursuant to
10 Rule 29 and to the following substantive provisions:

11 A. Respondent shall receive a thirty (30)-day suspension from office without
12 pay. Imposition of said discipline is suspended for a period of one (1) year commencing with the
13 filing of this Stipulation and Order, while Respondent is placed on probation under the following
14 terms and conditions:

15 (i) Respondent shall have no further violations of the Revised Nevada
16 Code of Judicial Conduct while on probation. Violations shall be determined by a finding of the
17 Commission following an evidentiary hearing or stipulation thereto; and

18 (ii) Respondent shall comply with all the terms and conditions of this
19 Stipulation and Order.

20 B. Respondent agrees to complete, at Respondent's own expense, a
21 personalized judicial education course/remedial training with the National Judicial College on
22 the topic of judicial ethics and judging within six (6) months of the filing date of this Stipulation
23 and Order. This course/remedial training will be provided by the National Judicial College and
24 specifically customized and tailored to Respondent's misconduct, focusing primarily on: (1)
25 identifying and distinguishing between proper and improper court-related demeanor and
26 behavior; (2) identifying and rectifying areas of bias and prejudice in the courtroom in order to
27 maintain the integrity of the court for all participants; (3) performing judicial duties fairly and
28 impartially; (4) according to every person who has a legal interest in a proceeding, or that

1 person's lawyer, the right to be heard; (5) competence and preparedness in the performance of
2 judicial duties; and (6) the importance of upholding and complying with the law and the Code.
3 Respondent further agrees that the instructional topics and course delivery format (in-person or
4 online) shall be approved in advance by the Commission's Executive Director.

5 6. Respondent and the Commission hereby further stipulate that, through its
6 investigation of the allegations raised within Commission Case Nos. 2022-062 and 2023-039,
7 the Respondent presented evidence to indicate that her impatience and/or disrespectful
8 statements toward the litigants before her, could have been, in part, the result of (or influenced
9 by) her ingestion of certain medications for health conditions she is facing at the present time. It
10 is agreed that this evidence shall constitute a mitigating factor for purposes of imposition of
11 discipline in this matter and, along with Respondent's actions described above, merit the specific
12 discipline stipulated to herein.

13 7. Respondent and the Commission hereby further stipulate that this Stipulation and
14 Order does not include, resolve or administer discipline for any actions by the Respondent, the
15 facts of which are not referenced herein, but which may be pending before the Commission in
16 some investigative stage at this time, except for Case No. 2023-240, as discussed below.

17 8. In consideration of Respondent entering into this Stipulation and Order,
18 Respondent and the Commission further stipulate that the Commission will not pursue separate
19 public charges, or take any other action, against Respondent in Case No. 2023-240, which is
20 currently pending before the Commission and involves allegations against Respondent for (i)
21 inappropriate judicial demeanor, (ii) being unprepared for a hearing and making incorrect
22 statements of fact, (iii) making comments evincing bias; and (iv) pre-judging an issue and
23 attempting to make findings of bad faith without any evidence.

24 9. Respondent agrees and acknowledges that her behavior and actions in the cases
25 referenced in this Stipulation and Order, as well as in other previous complaints filed against
26 Respondent of which Respondent has been notified and made aware by the Commission
27 (involving similar violations of the Code as set forth in this Stipulation and Order), evidence a
28 concerning and ongoing pattern of judicial misconduct for which corrective action must be take

1 on Respondent's part.

2 10. Respondent further agrees and acknowledges that this Stipulation and Order will
3 be published on the Commission's website and filed with the Clerk of the Nevada Supreme
4 Court.

5 11. Respondent further agrees to waive (and the Commission agrees to accept
6 Respondent's waiver of) all of her rights pursuant to NRS 1.4673 and NRS 1.4677, including but
7 not limited to:

8 a. The right to proceed to hearing on the allegations against her (NRS
9 1.4673(1)).

10 b. The right to have any of the allegations against her proven by clear and
11 convincing evidence, with the burden of proof on special counsel (NRS 1.4673(2)(a)-(b)).

12 c. The right to receive written findings of fact and conclusions of law,
13 following a hearing, within sixty (60) days of said hearing (NRS 1.4673(3)).

14 d. The right to a determination as to whether discipline is appropriate in these
15 matters and what form that discipline should take (NRS 1.4677).

16
17 12. Respondent agrees the discipline of public censure and other forms of discipline
18 imposed in this Stipulation and Order are justified and authorized by Article 6, Section 21(1) of
19 the Nevada Constitution; NRS 1.4653; NRS 1.4677(1)(a), (c), (d)(1), (2), (5), and (f); NRS
20 1.4694; and Commission Procedural Rule 29.

21 13. Respondent stipulates to a public censure for violations of the Judicial Canons and
22 Rules as set forth above in paragraphs 2 (A) through (J).

23 14. Respondent understands and agrees that, by accepting the terms of this Order, she
24 waives her right to appeal to the Nevada Supreme Court, pursuant to Rule 3D of the Nevada
25 Rules of Appellate Procedure. Respondent also waives all other forms of extraordinary relief for
26 purposes of challenging this Stipulation and Order.

27 ///
28 ///

1 ORDER

2 IT IS HEREBY ORDERED that Respondent is hereby PUBLICLY CENSURED for
3 violating the Code, including Canon 1, Rules 1.1 and 1.2; Canon 2, Rules 2.2, 2.3, 2.6(A), 2.8(A)
4 and (B), and 2.10; and Canon 3, Rule 3.5.

5 IT IS FURTHER ORDERED that Respondent be suspended from office without pay for
6 thirty (30) days. Imposition of said discipline is suspended for a period of one (1) year
7 commencing with the filing of this Stipulation and Order, while Respondent is placed on
8 probation under the following terms and conditions: (i) Respondent shall have no further
9 violations of the Revised Nevada Code of Judicial Conduct while on probation. Violations shall
10 be determined by a finding of the Commission following an evidentiary hearing or stipulation
11 thereto; and (ii) Respondent shall comply with all the terms and conditions of this Stipulation
12 and Order. Accordingly, the Commission shall retain jurisdiction over this matter for the
13 required period of time for Respondent to fully comply with this Stipulation and Order.

14 IT IS FURTHER ORDERED that Respondent complete, at her own expense, a
15 personalized judicial education course/remedial training with the National Judicial College on
16 the topic of judicial ethics and judging within six (6) months of the filing date of this Stipulation
17 and Order. This course/remedial training will be provided by the National Judicial College and
18 specifically customized and tailored to Respondent's misconduct, focusing primarily on: (1)
19 identifying and distinguishing between proper and improper court-related demeanor and
20 behavior; (2) identifying and rectifying areas of bias and prejudice in the courtroom in order to
21 maintain the integrity of the court for all participants; (3) performing judicial duties fairly and
22 impartially; (4) according to every person who has a legal interest in a proceeding, or that
23 person's lawyer, the right to be heard; (5) competence and preparedness in the performance of
24 judicial duties; and (6) the importance of upholding and complying with the law and the Code.
25 Respondent further agrees that the instructional topics and course delivery format (in-person or
26 online) shall be approved in advance by the Commission's Executive Director.

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IT IS FURTHER ORDERED that the Executive Director of the Commission take the necessary steps to file this document in the appropriate records and on the website of the Commission and with the Clerk of the Nevada Supreme Court.

DATED: July 13 2024

DATED: July 13 2024

FENNEMORE CRAIG, P.C.


MARY PERRY,
Respondent


RICHARD I. DREITZER, ESQ., #006626
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Special Counsel for the Nevada
Commission on Judicial Discipline

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NEVADA COMMISSION ON JUDICIAL DISCIPLINE

The Commissioners listed below accept the terms of this Stipulation and Order of Consent to Public Censure. They further authorize the Chairman, if requested, to sign on behalf of the Commission, as a whole, this document containing the Stipulation and Order of Consent to Public Censure.

Signed by:

Dated:



July 18, 2024

GARY VAUSE, CHAIRMAN

STEFANIE HUMPHREY, VICE-CHAIR

KARL ARMSTRONG

PATRICIA HALSTEAD

HON. DAVID HARDY

JOHN KRMPOTIC

HON. THOMAS STOCKARD

CERTIFICATE OF SERVICE

1
2 I hereby certify that I am an employee of the Nevada Commission on Judicial Discipline and that on the
3 18th day of July, 2024, I served a copy of the CERTIFIED COPY OF STIPULATION AND ORDER OF
4 CONSENT TO PUBLIC CENSURE by email and U.S. Mail, addressed to the following:
5

6 KENNETH S. FRIEDMAN
7 LAW OFFICES OF KENNETH S. FRIEDMAN, PLLC
8 700 S. 9TH STREET
9 LAS VEGAS, NV 89101
10 kfriedman@hotmail.com
11 Counsel for Respondent

12 RICHARD DREITZER
13 FENNEMORE CRAIG
14 9275 W. RUSSELL ROAD, SUITE 240
15 LAS VEGAS, NV 89148
16 rdreitzer@fclaw.com
17 Special Counsel

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By: 
Kadie Seghieri, Commission Clerk

EXHIBIT 8

STATE BAR OF NEVADA

March 1, 2024

Benjamin B. Childs
318 S. Maryland Parkway
Las Vegas, NV 89101

VIA EMAIL: ben@benchilds.com

RE: Grievance File No: SBN23-00609/ Melvin Grimes, Esq.

Dear Mr. Childs:

A Screening Panel of the Southern Nevada Disciplinary Board has reviewed the above-referenced grievance file stemming from your complaint concerning attorney Melvin Grimes. The Panel concluded that Mr. Grimes violated the Rules of Professional Conduct and should be admonished.

An Admonition has been issued to Mr. Grimes for violations of RPC 1.1 (Competence), RPC 3.1 (Meritorious Claims and Contentions), RPC 3.2 (Expediting Litigation), RPC 4.4 Respect for Rights of Third Persons) and RPC 8.4 (Misconduct).

Thank you for bringing this matter to our attention.

Sincerely,

Shain Manuele

Shain Manuele (Feb 29, 2024 11:34 MST)

Shain G. Manuele, Esq.
Assistant Bar Counsel

SGM/jm

Enclosure



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www.nvbar.org






Grievant Childs - Admonition issued to Grimes

Final Audit Report

2024-02-29

Created:	2024-02-29
By:	Jennifer Moreno (jenniferm@nvbar.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyn5SczAxAov7SaxuSN603AJs1rDhloio

"Grievant Childs - Admonition issued to Grimes" History

-  Document created by Jennifer Moreno (jenniferm@nvbar.org)
2024-02-29 - 6:33:47 PM GMT- IP address: 98.164.161.214
-  Document emailed to Shain Manuele (shainm@nvbar.org) for signature
2024-02-29 - 6:34:09 PM GMT
-  Email viewed by Shain Manuele (shainm@nvbar.org)
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-  Document e-signed by Shain Manuele (shainm@nvbar.org)
Signature Date: 2024-02-29 - 6:34:44 PM GMT - Time Source: server- IP address: 216.169.82.24
-  Agreement completed.
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