separately first. [redacted] appointment is next Wednesday.

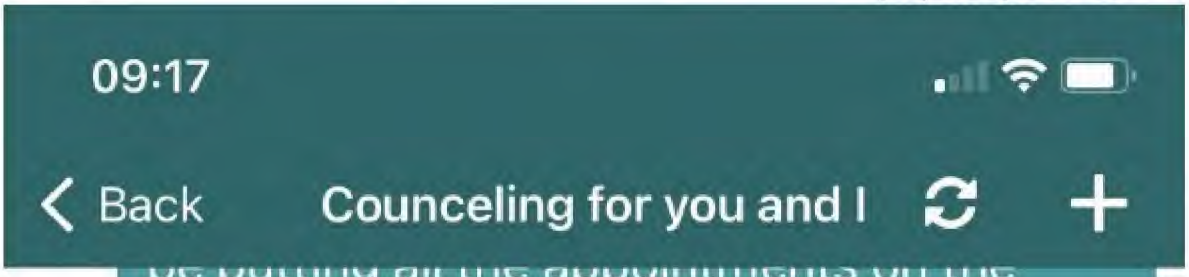
1/10/2022, 9:38 AM - Enrique Gonzalez

1/10/2022, 3:05 PM

The counselor said she is going to reach out to you in the next couple of days to schedule an appointment with you.

1/10/2022, 5:44 PM - Enrique Gonzalez

1/19/2022, 6:11 PM



calendar in this app.

1/19/2022, 6:20 PM - Enrique Gonzalez

1/19/2022, 6:23 PM

Here is the counselor's information:

Amber Cappellett
[redacted]

She said she left you a message but you didn't return her call.

Please remember, family therapy was stipulated by us and the judge said to put it in the order for 6 month minimum. You told the judge you never refused family

her your side of the story.

Therapy will help us learn how to co-parent, which is what's best for [redacted]

If you have any questions, please let me know.

1/19/2022, 6:24 PM - Enrique Gonzalez

1/19/2022, 6:24 PM

no thank you.

[redacted]

Didn't you have emails where Enrique refused to select the therapist or said he was not going to participate? Send me those and I'll attach them as an exhibit.

Review and comment on this motion

BENJAMIN B. CHILDS, ESQ.

[redacted]

Fax [redacted]

[redacted]

Important Notice: Privileged and/or confidential information, including attorney-client communication may be contained in this message. This message is intended only for the individual directed. Any dissemination, transmission, distribution, copying or other use, or taking any action in reliance on this message by persons or entities other than the intended recipient is prohibited and illegal. If you receive this message in error, please delete. Nothing herein is intended to constitute an electronic signature unless a specific statement to the contrary is included in this message.

ORDR
Melvin R. Grimes, Esq.
State Bar of Nevada No. 12972
ROBERTS STOFFEL FAMILY LAW GROUP
[redacted]
Attorney for Defendant

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

LUBA GOZALEZ nka Luba Snow, Plaintiff, v. ENRIQUE IVAN VELAZQUEZ-GONZALEZ Defendant.	Case No: D-18-575860-D Dept No: P Date of Hearing: December 7, 2021 Time of Hearing: 9:00 a.m.

AMENDED ORDER AFTER HEARING

This is a nunc pro tunc order correcting the prior ORDER AFTER HEARING filed February 8, 2022.

This matter having come before this Court on the 7th day of December, 2021, for an *Arcella* Hearing. The Defendant, Enrique Ivan Velazquez-Gonzalez, being represented by and through his attorney, Melvin R. Grimes, Esq., of Roberts Stoffel Family Law Group; the Plaintiff, Luba Gonzalez nka Luba Snow, being present by and through her attorney of record, Nathan R. Gibbs, Esq. of Kelleher and Kelleher.

The Parties and Counsel appearances in person, in accordance with Administrative Order. The Court having heard arguments of Counsel and reviewed the pleadings on file herein hereby Orders as follows:

1. **The wishes of the child, to the extent that the child is of sufficient age and capacity to form an intelligent preference**

The minor child has stated that she wants to be around other students. The Court finds that the minor child was not getting interaction with other students in Bloom. The schools presented by the Parties represent the minor child's preferences, [redacted] and [redacted] The child will be around other students and meets the child's preferences. (*See Video at 11:14:15)*

2. **The child's educational needs and each school's ability to meet them;**

The minor child does not have any special education needs. The Court notes that both of the minor child's parents are smart, and intelligence is hereditary. Both schools will be able to meet child's needs. (*See Video at 11:14:34)*

3. **The curriculum, method of teaching, and quality of instruction at each school;**

The Court notes that neither party delved into the method of teaching, thus the Court searched into the matter. (*See Video at 11:15:06)*

At [redacted] there is no guarantee that the teachers are certified. With a public school or a magnet school, there are more controlling factors, and the teachers are likely to be certified. (*See Video at 11:15:11)*

At [redacted] the teacher to student ratio is set at 19:1, while Doral is 28:1. *(See Video at 11:15:24)*

The money spent per student spent on educational level, at [redacted] 10,033 while Doral spends $5,066. *(See Video at 11:15:30)*

The subject where the most children are lacking is math. The Court recognizes that there are more subjects than math, but when students fall behind, teaches tend to spend more time with the student to give more education. When there is a smaller class size, it is easier for teachers to give a little extra time without cutting too much time from the other students. *(See Video at 11: 15:54)*

4. **The child's past scholastic achievement and predicted performance at each school;**

Not applicable as the child is only in kindergarten, and this is her first opportunity. *(See Video at 11:16:21)*

5. **The child's medical needs and each school's ability to meet them;**

Not applicable as the child does not have any known special medical needs *(See Video at 11:16:35)*

6. **The child's extracurricular interests and each school's ability to satisfy them;**

The Court did not hear any testimony from either Party that the minor child has been forming friendships.

7. **Whether leaving the child's current school would disrupt the child's academic progress;**

Both parents agreed that going to a different school is best for the minor child. Not applicable (See Video at 11:16:55)

8. **The child's ability to adapt to an unfamiliar environment;**

Right now, even without considering that the child had been recently in enrolled in [redacted] the Court did not consider this factor. (See Video at 11:18:26)

[redacted]

her current school to another school. The Court finds that this disrupts and creates insecurity in a child. (*See Video at 11:18:50)*

The Court finds that the child is at the top of the waiting list, which would mean that the Plaintiff added the minor child to the wait list long before she was permitted. (*See Video at 11:19:16)*

The Child is currently forming friendships in [redacted] yet no one has testified whether she has made friends in her school. (*See Video at 11:19:54)*

Previously, Plaintiff argued that class size is important, and the amount the school spends on each child is important. The Court agrees that class size and the budget of each child is important, as such the Court Orders that the minor child shall remain at [redacted] *(See Video at 11:20:10)*

9. <u>The length of commute to each school and other logistical concerns;</u>

[redacted] is 35 minutes from Plaintiff's house under normal driving conditions, and 23 minutes from Defendants. [redacted] is 25 minutes from Plaintiff's house, and 24 minutes from Dad's (*See Video at 111:17:26)*

The distances are so close to equal, that this factor is not applicable. (*See Video at 11:17:38)*

10. <u>Whether enrolling the child at a school will be alienating the child from a parent;</u>

If the child was not put in a school that is equidistant from both parties, may grow to alienate the child. She would start getting bitter about having to wake up earlier with one parent. This factor is not applicable *(See Video at 11:17: 53)*

///

///

///

11. Whether enrolling the child at a school will be alienating the child from a parent;

[redacted]

charter schools "cherry-pick" their students. (*See Video at 11:20:29)*

The Plaintiff also testified that she would like the minor child to be around other intelligent children, than the average schools, however, in [redacted] she will be surrounded by diversity. The Court notes that Diversity is not an *Arcella* factor. (*See Video at 11:20:45)*

12. The diversity in the proposed schools.

In [redacted] the minor child would be surrounded by other children who look like her. [redacted] has a 42% Hispanic community that will help the minor child become more comfortable. *(See Video at 11:21:20)*

The Parties should look into Doral in the future as it provides educational benefits. (*See Video at 11:21:31)*

The Court notes that the minor child is smart and needs a school that can keep up with her and offer the minor child challenges. The Court asks the Defendant to objectively review the proposed schools that the Plaintiff presented, for the sake of the minor child (*See Video at 11:23:38)*

The Court finds that the Defendant is strongly opposed to religious schools, but the Court did not take religion to be a factor. However, the Court believes that the Court ruled out many other options that may have been closer to the Parties. The minor child must be taught how to learn now, as opposed to five (5) years in the future. (*See Video at 11:23:48)*

The Court finds that [redacted] went against everything the Plaintiff stood for in the first day of the evidentiary hearing. The Court heard the Plaintiff state that class size and money spent per student, then changed her argument when [redacted] met those specifications. On the few factors the Parties did agree on, [redacted] met their qualifications. (*See Video at 11:24:49)*

13. Parties stipulated to family therapy

The parties stipulated on the record to attending family therapy. They shall agree on a therapist and shall attend therapy for a minimum of six months. If Enrique does not attend therapy, the Court will change custody to Plaintiff having primary physical custody. (*See Video at* 11:26:00)

NOW THEREFORE,

THE COURT ORDERED the following:

1. [redacted]

2. The Plaintiff shall be allowed to apply at the [redacted] Elementary School in February of 2023.

3. The Parties shall work together and research the [redacted] to decide if it is in the best interest of the Minor Child.

4. The Parties stipulated to attending family therapy. They shall agree on a therapist and shall attend therapy for a minimum of six months. If Enrique does not attend therapy, the Court will change custody of Plaintiff having primary physical custody. the Parties shall shall agree on a therapist and attend therapy for a minimum of six months.

THE COURT FURTHER ORDERS that Attorney Grimes shall prepare the Order from today's hearing and submit it directly to Attorney Gibbs for review and signature.

THE COURT FURTHER ORDERS the Case shall be closed.

Statutory Notices

The Parties are put on notice of the following provision of *NRS* §125C.006, which states:

> 1. If primary physical custody has been established pursuant to an order, judgment or decree of a court and the custodial parent intends to relocate his or her residence to a place outside of this State or to a place within this State that is at such a distance that would substantially impair the ability of the other parent to maintain a meaningful relationship with the child, and the custodial parent desires

to take the child with him or her, the custodial parent shall, before relocating:

(a) Attempt to obtain the written consent of the noncustodial parent to relocate with the child; and
(b) If the noncustodial parent refuses to give that consent, petition the court for permission to relocate with the child.

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

(a) Without having reasonable grounds for such refusal, or
(b) For the purpose of harassing the custodial parent.

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

Both Parties shall be bound by the provisions of *NRS* §125C.0045(6) which states:

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.

Pursuant to *NRS* §125C.0045(7), the terms of the Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on Private International Law, apply if a parent abducts or wrongfully retains a child in a foreign country.

The minor children's habitual residence is located in the United States of America. *NRS* § 125C.0045 (7) and (8) specifically provide as follows:

> Section 7. In addition to the language required pursuant to subsection 6, all orders authorized by this section must specify 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.
>
> Section 8. If a parent of the child lives in a foreign country or has significant commitments in a foreign country:
>
> > (a) The parties may agree, and the Court shall include in the Order for custody of the child, that the United States is the country of habitual residence of the child for the purposes of applying the terms of the Hague Convention as set forth in Subsection 7.
> >
> > (b) Upon motion of the parties, the Court may order the parent to post a bond if the Court determines that the parent poses an imminent risk of wrongfully removing or concealing the child outside the country of habitual residence. The bond must be in an amount determined by the Court and may be used only to pay for the cost of locating the child and returning him to his habitual residence if the child is wrongfully removed from or concealed outside the country of habitual residence. The fact that a parent has significant

commitments in a foreign country does not create a presumption that the parent poses an imminent risk of wrongfully removing or concealing the child.

The Parties are further put on notice that they are subject to the provisions of *NRS* §31A and *NRS* § 125.450 regarding the collection of delinquent child support payments.

The Parties are further put on notice that either Party may request a review of child support pursuant to *NRS* §125B.145.

The Parties shall submit the information required in *NRS* §125B.055, *NRS* §125.130 and *NRS* §125.230 on a separate form to the Court and the Welfare Division of the Department of Human Resources within ten (10) days from the date the Decree in this matter is filed. Such information shall be maintained by the Clerk in a confidential manner and not part of the public record.

The Parties shall update the information filed with the Court and the Welfare Division of the Department of Human Resources within ten (10) days should any of that information become inaccurate.

IT IS SO ORDERED.

ROBERTS STOFFEL FAMILY LAW GROUP

Melvin R Grimes, Esq.
State of Nevada Bar No. 12972
[redacted]

Attorney for Defendant

LAW OFFICE OF BENJAMIN B. CHILDS
/s/ Benjamin B. Childs

Benjamin Childs, Esq.
State of Nevada Bar No. 3946

Attorney for Plaintiff

Electronically Filed
4/12/2022 2:16 PM
Steven D. Grierson
CLERK OF THE COURT

BENJAMIN B. CHILDS, ESQ.
State Bar # 3946
[redacted]
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

LUBA GONZALEZ kna LUBA SNOW Plaintiff vs. ENRIQUE IVAN VELAZQUEZ-GONZALEZ Defendant	Case # D-18-575860-D Dept # P Hearing Date Requested

MOTION TO AMEND OR MAKE ADDITIONAL FINDINGS OF FACTS [NRCP 52(b)] AND/OR FOR A NEW TRIAL [NRCP 59(a) AND/OR TO ALTER OR AMEND JUDGMENT [NRCP 59(e)] AND/OR CORRECT CLERICAL ERROR [NRCP 60(a) AND (b)]

Plaintiff LUBA SNOW [Luba] moves to alter the MARITAL SETTLEMENT AGREEMENT attached s Exhibit 1 to the STIPULATED DECREE OF DIVORCE [referred to herein as the Decree] filed December 8, 2021. [Exhibit 1]

TIMELINESS

This motion is timely filed. Luba filed a Chapter 7 bankruptcy on December 15, 2021[1] and the automatic stay under 11 USC § 362(a) was in effect regarding property issues in this case until her discharge was filed on March 22, 2022. [Exhibit 2] The Notice of Entry of the Decree was served December 10, 2022, so five days of the 28 day deadline under NRCP 52 and 59 [set forth below] passed before the bankruptcy filing. The deadline started running again on March 23. 2022, and this Motion is filed within 23 days of that date.

[1]. Notice of Bankruptcy filed in this case December 16, 2021.

Case Number: D-18-575860-D

REMEDY SOUGHT

This Motion solely deals with the parties' interest in the real property at 7260 Sunny Countryside Avenue [redacted] [the Subject Property], which is addressed in the Marital Settlement Agreement [MSA], attached to the Decree as Exhibit 1, on pages 3 and 4. [Exhibit 1]

Luba seeks to amend the MSA so she is awarded ownership of the Subject Property.

RIGHT TO FILE THIS MOTION WAS LISTED IN LUBA'S BANKUPTCY AND CLAIMED AS AN EXEMPT ASSET WITHOUT OBJECTION

Exhibit 7 is an excerpt from Luba's bankruptcy filing proving that she listed the right to file this motion as an asset in her bankruptcy petition and claimed that right as an exempt asset. The exemption was not challenged in the bankruptcy case.

FACTUAL SUMMARY

For purposes of this motion, the facts are very simple. At the trial on October 11 and 12, 2021 testimony was received about Enrique's conveyance of his interest in the Subject Property which he eventually admitted signing. [Exhibit 4, 126:13-14] At the continued trial on October 12, 2021, the Court paused and engaged the lawyers, Mr. Gibbs for Luba and Mr. Grimes for Enrique, in a side bar. [Exhibit 5, 65] Following the sidebar, Luba agreed to the terms regarding the Subject Property. Her motivation to make this agreement was to prevent the findings from being placed in the public record about the reasons why the Court indicated it was inclined to rule that the Subject Property was community property.

This Motion is based on Defendant ENRIQUE IVAN VELAZQUEZ- GONZALEZ [Enrique]'s signed conveyance of his interest in the Subject Property to Luba on March 14, 2018, which conveyance signed and notarized. [Exhibit 3] As set forth below, on December 22, 2021, despite acknowledging the existence of the automatic stay from Luba's bankruptcy, the Court placed findings on the record which were (1) not supported

by the record (2) not made based on the applicable burden of proof and (3) violated the agreement upon which Luba relied before agreeing to the terms of the MSA and signing the MSA, particularly regarding the Subject Property . Specifically, as the Court on it's own initiative stated on the record on December 22, 2021 as follows : [Exhibit 6, 3:20 - 4:19]

> THE COURT: All right. That is your left shoulder, I was thinking right, but that's okay, that's my right not yours. Okay. I granted the order shortening time, moved everything together, because I believe that bankruptcy court needs a very clear record on what has gone on here in this case.
>
> Okay. The divorce was final prior to the bankruptcy being filed. I believe there was a question and that it was stated that it was not, but it was final. This was a stipulated decree of divorce, because the Court made it very clear that there was going to be negative findings on the Plaintiff if I had to make those decisions. I believe it is important enough for the bankruptcy court to understand what those findings would have been.
>
> The Court would have entered adverse findings against Ms. Snow including attempting to per -- perpetrate a fraud on the Court by combining two separate documents into one document and calling it a quit claim deed; that the agreement that was page two of that quit claim deed had been signed under duress; that she used the child as a weapon to force him to sign that document; that the home located at 7260 Sunnyside (sic) Avenue, Las Vegas, Nevada, 89179, is in fact and has always been community property that either needs to be sold or refinanced with the Defendant receiving his full community property share of this money with the value being no less than it was on the date of the decree of divorce.

Regarding the Subject Property, (1) it is unknown why the bankruptcy court would need to know what the Court would have done, (2) it is unknown why what the Court would have done was placed in the public record, especially when Luba signed the MSA based on the condition set forth by the Court on October 12, 2021 not to enter findings on the record [Exhibit 5, 65:15-16] and her agreement "was by way of compromise" [Exhibit 5, 78:4-5] , and (3) it is unknown why the December 22, 2021 hearing was conducted given the acknowledged existence of the automatic stay. [Exhibit 6, 5:2]

At the October 12, 2021 trial, the Court also incorrectly stated that Luba "... violated a joint preliminary injunction..." [Exhibit 5, 62:13] There was never a joint preliminary injunction issued in this case.

What is clear is that Luba entered into the MSA believing that what the findings of the Court would have been following the October 12, 2021 trial were confidential and not in the public record. The Court's statements on the record set forth above at the December 22, 2021 hearing surprised her. But now those findings are public record. Even the findings the court would have made legally fail because both (1) a finding overcoming the presumption of interspousal gift and (2) fraud must be by clear and convincing evidence and nowhere does the Court indicate that it would have made ANY findings by clear and convincing evidence.

a. TESTIMONY ABOUT WHY ENRIQUE CONVEYED HIS INTEREST IN THE SUBJECT PROPERTY TO LUBA

In this case there was amble evidence why Enrique conveyed his interest in the Subject Property to Luba. Luba testified on October 12, 2021 that Enrique told her in January 2018 that he didn't want to be married, he didn't want to be a father and wanted to move back to Mexico [Exhibit 5, 10]. Further Enrique and he had a deal that he would sign the house over to Luba she would let him know when his car accident settlement check came. [Exhibit 5, 11] Both parties testified that Enrique had moved to Mexico in January, 2018. [Exhibit 5, 11]

Enrique testified that he intended to use a $30,000 settlement he was to receive from a car accident in 2017 to start a business in Mexico. He left Nevada in January, 2018 and received the settlement in March, 2018. [Exhibit 4, 116:17 - 117:21]

Enrique testified that he was going back and forth to Mexico every month beginning in January, 2018 [Exhibit 4, 119], that he went back to Mexico February 24, 2018 and came to Las Vegas March 11, 2018 [Exhibit 4, 122]. The parties were obviously on good terms because he lived in the Subject Property in February, 2018 and slept in their bed. [Exhibit 4, 120] So it's natural that since he's leaving the country he would wrap up his financial affairs, including property ownership.

Luba typed up the conveyance while Enrique was in the Subject Property and told Enrique that the conveyance stated his name and that he was giving up his rights to the house. His response to her was that he agrees, the house is for Luba and their baby.

[Exhibit 5, 23 - 24] Luba did not threaten to deport him if he didn't sign the conveyance. Enrique was not uncomfortable at the time of signing the document. He did not ask to take it to a lawyer. The transfer was to be a gift to her. [Exhibit 5, 25]

All of which are perfectly normal transactions for someone moving to another country, as Enrique testified he was planning. And it was illogical for Luba to threaten to deport Enrique since it was his own plan to relocate, and he was in the process of moving, to Mexico.

LEGAL AUTHORITY

a. AUTOMATIC STAY

11 USC § 362(a) prohibits continuation of any action against a bankruptcy debtor once a bankruptcy case is initiated.

> 11 USC § 362(a)
> (a) Except as provided in subsection (b) of this section, a petition filed under section 301, 302, or 303 of this title, or an application filed under section 5(a)(3) of the Securities Investor Protection Act of 1970, operates as a stay, applicable to all entities, of—
>
> > (1) the commencement **or continuation**, including the issuance or employment of process, of **a judicial, administrative, or other action or proceeding against the debtor** that was or could have been commenced before the commencement of the case under this title, **or to recover a claim against the debtor that arose before the commencement of the case under this title**;

b. AUTHORITY UNDER NRCP

This motion is timely filed for a new trial,. to amend or make additional findings of fact or to alter or amend judgment or to correct clerical mistake or other mistake.

This motion is authorized by NRCP 52(b), set forth in its entirety below.

> (b) Amended or Additional Findings. On a party's motion filed no later than

28 days after service of written notice of entry of judgment, the court may amend its findings — or make additional findings — and may amend the judgment accordingly. The time for filing the motion cannot be extended under Rule 6(b). The motion may accompany a motion for a new trial under Rule 59.

The alternative relief for a new trial or to alter or amend judgment is authorized by NRCP 59, set forth in its entirety below.

(1) Grounds for New Trial. The court may, on motion, grant a new trial on all or some of the issues — and to any party — for any of the following causes or grounds materially affecting the substantial rights of the moving party:

(A) irregularity in the proceedings of the court, jury, master, or adverse party or in any order of the court or master, or any abuse of discretion by which either party was prevented from having a fair trial;

(B) misconduct of the jury or prevailing party;

(C) accident or surprise that ordinary prudence could not have guarded against;

(D) newly discovered evidence material for the party making the motion that the party could not, with reasonable diligence, have discovered and produced at the trial;

E) manifest disregard by the jury of the instructions of the court;

(F) excessive damages appearing to have been given under the influence of passion or prejudice; or

(G) error in law occurring at the trial and objected to by the party making the motion.

(2) Further Action After a Nonjury Trial. On a motion for a new trial in an action tried without a jury, the court may open the judgment if one has been entered, take additional testimony, amend findings of fact and conclusions of law or make new findings and conclusions, and direct the entry of a new judgment.

(b) Time to File a Motion for a New Trial. A motion for a new trial must be filed no later than 28 days after service of written notice of entry of judgment.

(c) Time to Serve Affidavits. When a motion for a new trial is based on affidavits, they must be filed with the motion. The opposing party has 14 days after being served to file opposing affidavits. The court may permit reply affidavits.

(d) New Trial on the Court's Initiative or for Reasons Not in the Motion. No later than 28 days after service of written notice of

entry of judgment, the court, on its own, may issue an order to show cause why a new trial should not be granted for any reason that would justify granting one on a party's motion. After giving the parties notice and the opportunity to be heard, the court may grant a party's timely motion for a new trial for a reason not stated in the motion. In either event, the court must specify the reasons in its order.

(e) Motion to Alter or Amend a Judgment. A motion to alter or amend a judgment must be filed no later than 28 days after service of written notice of entry of judgment.

(f) No Extensions of Time. The 28-day time periods specified in this rule cannot be extended under Rule 6(b).

Finally, NRCP 60(a) and (b) addressing mistakes in orders also supports this motion. Motions under NRCP 60 must be file within six months of the notice of entry of judgment.

Rule 60 - Relief From a Judgment or Order

(a)Corrections Based on Clerical Mistakes; Oversights and Omissions. The court may correct a clerical mistake or a mistake arising from oversight or omission whenever one is found in a judgment, order, or other part of the record. The court may do so on motion or on its own, with or without notice. But after an appeal has been docketed in the appellate court and while it is pending, such a mistake may be corrected only with the appellate court's leave.

(b)Grounds for Relief From a Final Judgment, Order, or Proceeding. On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons:

(1) mistake, inadvertence, surprise, or excusable neglect;

c. BURDEN OF PROOF

The burden of proof for fraud under the annulment statute, NRS 125.340, is the higher clear and convincing burden. Irving v. Irving 122 Nev. 494, 134 P.3d 718 (2006). By analogy the burden of proof for fraud on the court in a divorce case would be clear and convincing evidence standard.

"In Occhiuto v. Occhiuto, 97 Nev. 143, 146 n. 2, 625 P.2d 568, 570 n. 2 (1981) this court established the burden of proof in an independent equitable