Information to identify the case:

Debtor 1: LUBA SNOW (First Name Middle Name Last Name) — Social Security number or ITIN xxx-xx-5649; EIN __-_______

Debtor 2 (Spouse, if filing): First Name Middle Name Last Name — Social Security number or ITIN ____; EIN __-_______

United States Bankruptcy Court: District of Nevada

Case number: 21-15676-nmc

Order of Discharge

12/15

IT IS ORDERED: A discharge under 11 U.S.C. § 727 is granted to:

LUBA SNOW
aka LUBA GONZALEZ

3/22/22

By the court: NATALIE M. COX
United States Bankruptcy Judge

Explanation of Bankruptcy Discharge in a Chapter 7 Case

This order does not close or dismiss the case, and it does not determine how much money, if any, the trustee will pay creditors.

Creditors cannot collect discharged debts
This order means that no one may make any attempt to collect a discharged debt from the debtors personally. For example, creditors cannot sue, garnish wages, assert a deficiency, or otherwise try to collect from the debtors personally on discharged debts. Creditors cannot contact the debtors by mail, phone, or otherwise in any attempt to collect the debt personally. Creditors who violate this order can be required to pay debtors damages and attorney's fees.

However, a creditor with a lien may enforce a claim against the debtors' property subject to that lien unless the lien was avoided or eliminated. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

This order does not prevent debtors from paying any debt voluntarily or from paying reaffirmed debts according to the reaffirmation agreement. 11 U.S.C. § 524(c), (f).

Most debts are discharged
Most debts are covered by the discharge, but not all. Generally, a discharge removes the debtors' personal liability for debts owed before the debtors' bankruptcy case was filed.

Also, if this case began under a different chapter of the Bankruptcy Code and was later converted to chapter 7, debts owed before the conversion are discharged.

In a case involving community property: Special rules protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.

For more information, see page 2 >

Some debts are not discharged

Examples of debts that are not discharged are:

- debts that are domestic support obligations;
- debts for most student loans;
- debts for most taxes;
- debts that the bankruptcy court has decided or will decide are not discharged in this bankruptcy case;
- debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- some debts which the debtors did not properly list;
- debts for certain types of loans owed to pension, profit sharing, stock bonus, or retirement plans; and
- debts for death or personal injury caused by operating a vehicle while intoxicated.

Also, debts covered by a valid reaffirmation agreement are not discharged.

In addition, this discharge does not stop creditors from collecting from anyone else who is also liable on the debt, such as an insurance company or a person who cosigned or guaranteed a loan.

This information is only a general summary of the bankruptcy discharge; some exceptions exist. Because the law is complicated, you should consult an attorney to determine the exact effect of the discharge in this case.

March 14, 2018

I, Enrique Ivan Velazquez-Gonzalez give up all the rights to the property located on 7260 Sunny Countryside Ave. Las Vegas NV, 8919

I transfer my ownership to Luba Gonzalez who is a sole owner of this property as of March 14, 2018.

Signed on 3/14/2018

Enrique Ivan Velazquez-Gonzalez

Luba Gonzalez

On this day 14 of March, 2018 before me appeared Enrique I. Velazquez Gonzalez to me personally known, and who acknowledged the execution of the foregoing instrument as his free act and deed, for the consideration set forth therein.

My Term Expires: 02.01.2021

NOTARY PUBLIC

PATRICIA V. GALLEGOS
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF CLARK
My Comm. Exp. 02-01-2021
Certificate No. 17-2446-1

10.18.18

STATE of Nevada
COUNTY OF Clark
Subscribed and sworn before me this 18th day of October 2018 by Luba Gonzalez.

MAGDALENA STRICKLAND
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 06-109410-1
My Appt. Expires Sept. 22, 2022

M Strickland

ASSESSOR'S COPY

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FEB 23 2022
CLERK OF COURT

TRANS

COPY

EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

LUBA GONZALEZ, Plaintiff, vs. ENRIQUE IVAN VELAZQUEZ-GONZALEZ, Defendant.	CASE NO. D-18-575860-D DEPT. P

BEFORE THE HONORABLE MARY PERRY
DISTRICT COURT JUDGE

TRANSCRIPT RE: EVIDENTIARY HEARING

MONDAY, OCTOBER 11, 2021

APPEARANCES:

The Plaintiff: LUBA GONZALEZ
For the Plaintiff: R. NATHAN GIBBS, ESQ.
KELLEHER & KELLEHER
[redacted]

The Defendant: ENRIQUE IVAN VELAZQUEZ-GONZALEZ
For the Defendant: MELVIN GRIMES, ESQ.
ROBERTS STOFFEL FAMILY LAW GROUP
[redacted]

INDEX OF WITNESSES

PLAINTIFF'S WITNESSES:	DIRECT	CROSS	REDIRECT	RECROSS
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DEFENDANT'S WITNESSES:

NONE

* * * * *

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DEFENDANT'S EXHIBITS:

NONE

LAS VEGAS, NEVADA MONDAY, OCTOBER 11, 2021

P R O C E E D I N G S

(The following transcript contains multiple indiscernibles due to poor recording quality)

(THE PROCEEDINGS BEGAN AT 1:13:51)

THE COURT: Okay. Good afternoon. We're on the record in Case Number D-18-575860-D, Gonzalez versus Gonzalez -- oh, Velazquez-Gonzalez.

May I please have your appearance, Mr. Gibbs.

MR. GIBBS: Nathan Gibbs, Bar number 5965, appearing with Plaintiff Luba Snow (ph).

MR. GRIMES: Good afternoon, Your Honor. Melvin Grimes, Bar number 12972, with Enrique Gonzalez --

THE DEFENDANT: Velazquez-Gonzalez.

MR. GRIMES: -- Velazquez-Gonzalez. He is to my left.

THE COURT: Thank you. I do want to point out I have to continue calling it Gonzalez because the case began with the name Gonzalez.

THE PLAINTIFF: Okay.

THE COURT: So there's nothing I can do about changing that.

THE PLAINTIFF: Okay.

But I'm -- I'm talking about you can't get mad today and go home and say, "I'm not going to sign this."

THE PLAINTIFF: Okay.

THE COURT: Yeah.

Nor can you.

THE DEFENDANT: Yeah.

THE COURT: Okay.

THE DEFENDANT: (Indiscernible)

MR. GRIMES: Well, I can, but she'll sign it anyway.

THE COURT: That's right.

All right. Now, when it comes to the property and debt -- not thinking about the home, okay. That's -- I think the company ended --

When did you move out of the house?

THE DEFENDANT: On January 2018, I went (indiscernible) to Mexico to find land to open a business.

THE COURT: Uh-huh.

THE DEFENDANT: That was 2018, January 29th.

THE COURT: So you -- you have not lived with Luba since then?

THE DEFENDANT: Oh, I was living in there until August, but I was coming back and forth.

THE COURT: Okay. When did you stop living with her?

THE DEFENDANT: In August. August --

THE COURT: In August of 2018?

THE DEFENDANT: Since the (indiscernible).

THE COURT: Okay. I think the community ended in August of 2018. So any debt that was incurred after 2018 should be their sole and separate debt -- because I don't know how much you may have been spending on that good-looking man back there, and I don't know how much you were spending on that good-looking woman there.

MR. GRIMES: Your Honor, I have --

THE COURT: I have no idea, but --

MR. GRIMES: I -- I have no objection to that. However, after the close of discovery -- after our Arcella hearing --

THE COURT: Uh-huh.

MR. GRIMES: -- several debts were brought forward that had not been revealed prior, and are now being asked as part of the pretrial memo that was filed.

THE COURT: If -- if it was not produced during discovery, then it can't be produced today.

MR. GRIMES: Thank you.

MR. GIBBS: Well, I understand that --

THE COURT: Cannot be produced today if it was not turned over prior to.

Q Have you made any other -- so you gave her money. You didn't pay the mortgage yourself?

A I gave her cash --

Q Cash money.

A -- for her to pay it --

Q All right.

A -- her to pay the mortgage and the bills, yes.

Q All right. So is -- some of it was for bills, and some of it was for --

A That $3,000 took care of the -- the bills that we have in the house -- like, to pay bill -- to pay my car, to pay the house.

Q So it wasn't all for mortgages necessarily, then?

A No. Mortgage is, like, 1,400. So (indiscernible) 1,400 there to -- to cover my car payment that was getting repo'd because she didn't pay.

Q Now, is it true that you were injured in a car accident?

A Yes.

MR. GRIMES: Objection. Relevance.

MR. GIBBS: I'll establish the relevance.

THE COURT: Go ahead. I'm going to allow it.

BY MR. GIBBS:

Q When -- when was the car accident?

A 2017.
Q And when did you -- did you receive a settlement from that?
A Yes, in 2018.
Q 2018?
A 2018, yes.
Q Okay. And how much did you receive personally?
A Around 30.
Q 30,000?
A Uh-huh (affirmative).
Q All right. And the 30,000 you received, you received in about January -- is that right? -- of 2018?
A No. March.
Q March?
A Uh-huh (affirmative).
Q And you intended to use that 30,000 to build a business opportunity in Mexico; isn't that true?
A Yes, that's correct.
Q And you left the marital home in January 2018 to go to Mexico; is that correct?
A Yes, but not with 30,000, no.
Q You didn't have it yet?
A No. What happened, I got the 30,000, and I -- we paid debt, around 15, 17,000. I gave 3,000 to Luba, and I

keep, like, $9,000 for myself.

Q You only kept 9,000 for yourself?

A Around that.

Q What did you live on in Mexico when you went?

A Where I live?

Q How much -- well, how did you live if you didn't have the 30,000 yet? How did you pay --

A I pay a hundred bucks rent for a room with a bathroom.

Q Okay. Did you use, like, your money you earned while you were married?

A No. I -- just my settlement money to -- to survive.

Q Okay. Now I'm confused. So you got the settlement money in March?

A Uh-huh (affirmative).

Q But you left in January and went to Mexico?

A I leave with no money.

Q With no money --

A Uh-huh (affirmative).

Q -- in January. And February, you stayed in Mexico, right?

A I went January 28th for five days. I came to Feb -- on February 2nd or 3rd. And I stayed here until last days of February, and I went back to Mexico, driving my car, the last

days of -- of February, like, 20 -- 23rd or something like that. And then I went one week, and then come back here to the United States, to Las Vegas --

Q So --

A -- to see my daughter.

Q Okay. So I'm a little confused. That's a little fast for me. So you're saying you were in Mexico -- you went in January. Do you remember the date?

A I was going back and forth every month --

Q All right. So January --

A -- for (indiscernible).

Q -- you left what date to go there?

A When?

Q Yeah, what day, if you remember, of January?

A January 28th through February 2nd, I went to (Indiscernible) Puerto for five days to visit my cousin, and I came back to -- to Las Vegas.

Q So you're back to Las Vegas on February 2nd?

A Yes, to my house.

Q Did Luba let you in the house?

A Yes, I was living in my house.

Q Okay. Great. So you saw your daughter in February?

A No, not right then.

Q So you lived in the house, but you didn't see your

daughter?

A Yes. She made sure that the baby is busy with the nanny the time I was arriving, or she wasn't -- leave.

Q All right. But your daughter was in your house?

A Uh-huh (affirmative).

Q And you slept on the couch, right?

A In my bed.

Q In your bed?

A Uh-huh (affirmative).

Q All right. So when you were in the house, how long in February 2018 --

A I was there for five -- four days, and then I stayed (indiscernible). I was in Mexico for five days, and then I came back. And then I went back to -- to Mexico, to Los Cabos, around end of February. And I can't recall the day, but last -- last week of February, like, 24, 25.

Q Just so I don't get confused -- you were in the house from February 2nd until the end of February, you said?

A Uh-huh (affirmative). Yes.

Q Is that right?

A Uh-huh (affirmative).

Q You weren't in Mexico the whole month of February between the 2nd and --

A No.

Q -- and February 2018?
A No.
Q Right. And during that whole time, your daughter lived in the house with you?
A Yes.
Q Okay. Was Luba working?
A Luba was working, yes, at night.
Q Okay. So you were there all night, and you could have seen your daughter just fine, at night?
MR. GRIMES: I'm going to object. Relevance.
MR. GIBBS: We're establishing the relevance based on his claim that he was prevented from seeing his daughter. It was -- the condition was -- that it was conditional.
THE COURT: I'm going to allow it. That was one of the things that --
MR. GRIMES: Okay.
THE COURT: -- you know, off the record, you had stated.
MR. GRIMES: No, no. I -- I'm fine with that. Just -- okay.
BY MR. GIBBS:
Q So you were in the house. While she was gone, you could have seen your daughter?
A Yes.

Q And you did, right? You saw your daughter?
A I saw my daughter (indiscernible), yes.
Q Right.
A Yeah.
Q So February, you got to see your daughter?
A Uh-huh (affirmative).
Q All right. When did you come back to the house?
A In February or when?
Q When was the next time you came?
A Oh, I went to -- to Mexico, and then I came back on March -- the first days of March. I can't recall the day. You -- I can pull it on my phone if you want me to give you the actual days.
Q I have no objection if your Counsel is --
MR. GRIMES: No objection.
THE WITNESS: (Indiscernible). All right. Around February 24th, I went back to Mexico.
BY MR. GIBBS:
Q Oh, I see. February 24th.
A Yeah, I went back to Mexico. And I came back to Las Vegas on -- and it tells you -- on -- this is March -- I came back on March 13, Tuesday. Not exactly March 13, but like, probably three days before. No, on March 11th -- yeah, I come on March 11 (indiscernible), so --

Q All right. (Indiscernible) --
A -- I think it was (indiscernible) on March 11th.
Q And I appreciate you being precise --
A (Indiscernible)
Q -- as much as you can --
A Yes.
Q -- because I know it was a few years ago.
A Uh-huh (affirmative).
Q So March 11th or so, you came back to Las Vegas.
A Uh-huh (affirmative).
Q And where did you sleep?
A I stay in my house in the couch. I stay with Luba in the couch --
Q All right.
A -- (indiscernible).
Q March 11th --
A Yeah.
Q -- you sleep on the couch?
A Uh-huh (affirmative).
Q March 12, you sleep on the couch, correct?
A March 11, yes.
Q And on March 13th, you sleep on the couch?
A March 13 (indiscernible).
Q Your daughter lives in the house all this time?

A Yes.

Q Okay.

A With the condition that I need to send the paper --

Q Okay.

A -- to see my daughter.

Q All right. Well, we can ask about that. So your -- my -- my -- what I'm asking you is, all those days you were at the house, you saw your daughter freely through March 14th?

A Not freely. I was with supervision, the nanny, and she was on my shoulder all the time. Never freely. Never freely.

Q Do you remember that -- did you leave the house with your daughter?

A No, only with them. And she took me to the bank to sign this, and she say if I don't sign this, I will never see [redacted] again.

Q When did she say that to you?

A March 13. I have the picture in here walking into the bank.

Q So this is the bank you don't remember going into to sign for sure?

A I remember she asked me to sign something. We went to the bank. She said, "This is the only thing is going to make your daughter -- see your daughter."

Q Okay. So you --
A (Indiscernible)
Q So you remember going to the bank and signing something --
A Yes.
Q -- but you can't say whether you remember whether it's this document we just looked at, Exhibit 8?
MR. GRIMES: Objection. Argumentative.
THE COURT: I'm going to allow it, because I know you're going to follow it up with the right questions.
THE WITNESS: What is the --
BY MR. GIBBS:
Q Do you remember the question?
A What was the question?
Q The question was: So you remember going into the bank?
A Uh-huh (affirmative).
Q And you remember that you signed something, but you can't say whether Exhibit 8 is the thing you signed or not, for sure?
A The paper on -- the second paper was. But again, was nothing on the bottom -- with right (indiscernible), on -- that's it. Like, what's only the -- the part on top.
Q Okay. Just so we're -- make sure we're clear --

getting a clear record, you're now saying that you -- that what thing looks like your signature, you're saying, "Yes, on the second page, I did sign that"?

A Is what I'm telling you.

Q Are you saying now yes, you did sign that?

A This page, but then I was (indiscernible) --

Q (Indiscernible) you saying now --

A -- on the bottom.

Q You're saying then something was added, correct?

A Yes.

Q But your signature itself --

A Something was added.

Q -- you did sign this?

A Yes.

Q All right. When you were staying there, didn't Luba pack up some diapers for you and things, so you had -- had places to take your daughter?

A No, never.

Q Never did that?

A No.

Q Did you remember speaking with anyone at the bank who was Spanish-speaking when you did --

A No.

Q -- that transaction?

A No one speaks Spanish in the bank.

Q But you would agree that the notary has a Hispanic name, correct?

A Absolutely.

MR. GRIMES: Objection. Relevance.

THE COURT: You --

MR. GRIMES: A Hispanic name?

THE COURT: I'm -- I'm going to sustain that --

MR. GIBBS: Okay. I'll -- I'll move on.

THE COURT: -- asking about the name.

MR. GIBBS: All right.

BY MR. GIBBS:

Q Did you speak to anyone in Spanish when you went to the bank?

A No.

Q When you left the house in January, do you recall what you told Luba?

A In January? Yes. "I'm going to (indiscernible) to see my -- my cousin. I'm coming back."

Q Okay. You didn't tell her that you didn't want to stay married anymore?

A No.

Q And you didn't tell her you didn't want to be a husband anymore?

A No.

Q You didn't say that to her?

A No.

Q And you did come back, and you were allowed in the house in February?

A Yes.

Q And you were allowed in the house in March?

A Yes.

Q Then you signed this document. After you signed this document, you were allowed to see your daughter again?

A Not really. The only time I saw her was when I come back in April. And I will tell you -- we keep printing out -- Luba and I -- until March 23rd -- or March -- March 22nd. Then I went back to Mexico.

Q And you -- you were -- stayed -- you stayed here and cared for your daughter while she went on a vaca -- well, Luba went on a vacation to Paris, right?

A Yes, I came back to watch my daughter from May until she came back from Paris in the last days of May.

Q So it doesn't sound like Luba had any problem with you being with your daughter while she was gone?

A (Indiscernible) agreement.

Q Did you visit your child at all between March 13th and that time in May?

A March 13th and what?

Q Anytime between March 13th, when you signed this document, and May -- did you see your daughter that time?

A You mean in April?

Q Yes, April and other -- and other times in March (indiscernible)?

A Yes. It was here on -- until March 22nd, I (indiscernible). It was -- I left on March 15th -- on March 15, I came (indiscernible) here. On March 17, I went back to Mexico. No -- no. Excuse me. On March 19th, here. Yeah, I stayed here until March 22nd, and then I went back to -- to Monterrey. March 24th, I was in Monterrey. And March 25th, all the way until March -- wait a second -- March 21st -- until April sec -- April 3rd, I was with Luba and my baby.

Q All right. And there's nothing that she did to prevent you from being with [redacted] during that time?

A Well, at this point in April, I was living in my (indiscernible) house, my best friend, because we were arguing, and she had (indiscernible) the house. That, I think, was in June.

Q Now, you rented a room from her, correct?

A What is that?

Q You rented a room from her.

we're good.

MR. GIBBS: All right.

THE COURT: I am --

(PROCEEDINGS CONCLUDED AT 3:48:35)

* * * * * *

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

/s/ Karen Schouest
Karen Schouest

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EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

LUBA GONZALEZ, Plaintiff, vs. ENRIQUE IVAN VELAZQUEZ-GONZALEZ, Defendant.	CASE NO. D-18-575860-D DEPT. P

BEFORE THE HONORABLE MARY PERRY
DISTRICT COURT JUDGE

TRANSCRIPT RE: EVIDENTIARY HEARING

TUESDAY, OCTOBER 12, 2021

APPEARANCES:

The Plaintiff: LUBA GONZALEZ
For the Plaintiff: R. NATHAN GIBBS, ESQ.
KELLEHER & KELLEHER
[redacted]

The Defendant: ENRIQUE IVAN VELAZQUEZ-GONZALEZ
For the Defendant: MELVIN GRIMES, ESQ.
ROBERTS STOFFEL FAMILY LAW GROUP
[redacted]

INDEX OF WITNESSES

PLAINTIFF'S WITNESSES:	DIRECT	CROSS	REDIRECT	RECROSS
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DEFENDANT'S WITNESSES:

NONE

* * * * *

INDEX OF EXHIBITS

PLAINTIFF'S EXHIBITS:	ADMITTED
NONE	

DEFENDANT'S EXHIBITS:

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LAS VEGAS, NEVADA TUESDAY, OCTOBER 12, 2021

PROCEEDINGS

(The following transcript contains multiple indiscernibles due to poor recording quality)

(THE PROCEEDINGS BEGAN AT 09:43:56)

THE COURT: We are back on the record in Case Number D-18-575860-D, Gonzalez versus Velazquez-Gonzalez. May I please have appearances.

MR. GIBBS: Nathan Gibbs, Bar number 5965, appearing with Plaintiff.

MR. GRIMES: Melvin Grimes, Bar number 12972, with the Defendant.

THE COURT: All right. And this is partial day 12 of the trial regarding the community -- possible community property home.

Mr. Gibbs.

MR. GIBBS: I'm going to call Plaintiff, Luba Gonzalez, now known as Luba Snow (ph).

THE COURT: Thank you.

THE MARSHAL: Right over here. Let me just --

Has she been sworn in yet?

UNIDENTIFIED VOICE: Yesterday.

THE COURT: She was sworn in yesterday. Do we need

to swear her in again?

THE CLERK: Not necessarily.

THE COURT: Yeah.

THE CLERK: You do solemnly swear the testimony you're about to give in this action shall be the truth, the whole truth, and nothing but the truth, so help you God?

THE WITNESS: I do.

MR. GIBBS: Your Honor, my memory is before I got involved in the case, my client had submitted an affidavit of Plaintiff pursuant to a default. Did you want me to go through the standard questions about being pregnant, whatnot, or are you satisfied that's covered?

THE COURT: I'm satisfied that all of that stuff is -- I do believe that if she is pregnant right now, it will not be by the Defendant, so --

MR. GIBBS: Yeah.

THE WITNESS: Uh-huh (affirmative).

THE COURT: So it's -- you know, we don't have to worry about that.

MR. GIBBS: All right. All right. We'll skip that and just get to the heart of it, then.

LUBA GONZALEZ SNOW

called as a witness on her own behalf, having been first duly sworn, did testify upon her oath as follows:

DIRECT EXAMINATION

BY MR. GIBBS:

Q Now, just to clarify, you and -- did you and Enrique previously agree to change your daughter's name to [redacted] Snow Gonzalez?

MR. GRIMES: Objection. Beyond the scope.

MR. GIBBS: I just started.

THE COURT: Well, we're not here for child custody, name changes, or anything like that.

MR. GIBBS: Well, my question -- next question was going to be, are you not going to pursue that today because we agreed not to? Is that okay to ask that?

THE COURT: Okay. Go ahead.

MR. GIBBS: All right.

THE COURT: He's tying up the loose ends on the complaint.

BY MR. GIBBS:

Q And he -- and he no longer agrees with that at this time?

A Yes.

Q And are you going to pur -- and you are not going to pursue a name change today, correct?

A Correct.

Q Now, yesterday, when I examined your husband, we

talked about some child support arrears. Do you -- were you listening to that?

A Yes.

Q Do you agree with the computation that we discussed about what is owed?

A Yes.

Q Thank you.

THE COURT: Now that -- to make sure we understand, that's the fact that it's $300 more than what it should be?

MR. GIBBS: Correct.

BY MR. GIBBS:

Q Is that -- is that your understanding?

A Yes, that's correct.

Q Okay.

THE COURT: I just want to make sure I understood.

MR. GIBBS: Perfect.

BY MR. GIBBS:

Q And can you look at Exhibit 30 in the big book?

MR. GIBBS: I'll be quick.

THE COURT: So I'm having to pull the big book.

MR. GIBBS: Oh, I'm sorry. You said you liked paper, just not that much --

THE COURT: Yes.

MR. GIBBS: -- right? Okay.

THE COURT: Yes. I like to be able to turn pages and you can't turn pages in these big books.

MR. GIBBS: All right.

(Pause)

BY MR. GIBBS:

Q Let me just do it this way. Have you -- did you review Exhibit 30 --

A I can't -- I can't get to it because there's a lot of pages --

Q Right.

A -- a lot in the book.

Q It is. I'm sorry.

A That's okay. I don't want to make them out of order. Almost done. Okay. Yes, I'm there.

Q Have you reviewed these checks that are found in Exhibit 30?

A Yes.

Q Does that represent all of the checks which you cashed for child support from Enrique?

A Yes.

Q Did Enrique send you any checks for child support that you did not cash, so far as you recall?

A I don't recall him sending any other checks.

Q All right. That's all my questions about Exhibit 30

was.

A Okay.

THE COURT: I'm sorry. You put her through all of that for three questions.

MR. GIBBS: I'll try to move it along.

THE COURT: I know.

BY MR. GIBBS:

Q At some point in time, did you and Enrique separate?

A Yes, we did.

Q And do you recall when that was?

A It was January 2018.

Q And who moved out, you or Enrique?

A Enrique moved out.

Q Was there any discussion between you prior to his leaving?

A Yes.

Q Can you tell the Court what discussion you and he had about him leaving the home at that time?

A We'd been talking about a divorce about six months prior to that. He got fired from a job for drinking and we were just having a lot of issues.

MR. GRIMES: Objection. Move to strike. It's hearsay -- the portion about being fired for drinking.

MR. GIBBS: Well, hearsay is a -- is a

communication. She's saying what happened. I don't think it's hearsay to say, this is what happened.

MR. GRIMES: Then lack of foundation.

THE COURT: I'm going to allow it. I know how to overlook things that's not really relevant. We all know he was fired for some reason. Since he wasn't getting unemployment, it was for cause.

MR. GIBBS: Okay.

BY MR. GIBBS:

Q So tell us what -- what discussion you had in January about --

A So we went to Mexico in December 2017. We were still trying to work it out. I really wanted to save our marriage. So went to the same place we got married and fell in love for the first time. The trip didn't go as well, so when we came back, we talked about it, and I said, okay. End of January is when you have to leave. And he agreed, yes, I -- I want to leave. And he wanted to move to Mexico, so I really didn't have a say in that.

Q Okay. Let's follow up that. So whose idea was him leaving, or -- or was it mutual?

A It was -- I would say it was mutual, because he used to go to Mexico back and forth to see his family and have a good time. And I just -- I couldn't -- I was taking care of

the baby. I had postpartum depression because everything was on me. I was very stressed and it was time for our marriage to end.

Q Okay. Was there any discussion prior to leaving about ending the marriage?

A Prior to that? Back in December?

Q In other words, you're talking -- well, in January you're talking -- you -- you've discussed moving out.

A Uh-huh (affirmative).

Q Was there a discussion of becoming divorced or --

A Yes. We actually went to a counselor. I found us a counselor and that was another attempt of me trying to save the marriage. So we went to the counselor for a while, and then Enrique quit that, too, and he said that he was done. And then we went to Mexico to try to save the marriage, and that -- that didn't work either. So -- and then he went to move to Mexico.

Q Do you recall if Enrique said anything specifically about being married or not married in January?

A He said he didn't -- when he left -- well, it was six months prior. So he was saying that he didn't want to be married anymore, and he wasn't ready to be a father and that I put so much pressure on him to do the IVF -- which I was running out of time, and I probably did put pressure on him --

that he was resentful towards me for having the baby.

Q And was -- was -- what -- and tell the Judge the time frame for that.

A That he told me that?

Q Yes.

A This was throughout my pregnancy. And after she was born, he used to make comments that were very hurtful towards me and -- and the baby.

Q Okay. Well, I'm just asking just for a time frame related to property issues. Was there any discussions in January about that? That was my question.

A Oh, yes. Before he left, we had a deal that he was going to sign the house over to me, and then I would let him know when his settlement is going to come in.

Q All right. And why would he sign the house over to you?

A Because he said, it was for you and for the baby.

Q Did he, in fact, go to Mexico, then?

A Yes, he did.

Q And do you recall approximately when that was?

A When he moved to Mexico?

Q Yeah, when he left for Mexico in January. Yes.

A It was towards the end of January.

Q Did he stay in Mexico, or did he come to Las Vegas

sometimes after he moved?

A He came in --

MR. GRIMES: Objection. Leading.

MR. GIBBS: Probably rephrase, Your Honor?

THE COURT: Rephrase.

MR. GIBBS: Okay.

BY MR. GIBBS:

Q At some point in time, did he come back to Las Vegas after he went to Mexico in January?

MR. GRIMES: Objection. Leading.

MR. GIBBS: I don't know how to ask it without asking if he came back or if he stayed.

THE COURT: Just ask her, did he come back?

MR. GIBBS: I'd -- that's what I just asked him -- asked her.

THE COURT: That's not leading. That's a yes-or-no question.

MR. GRIMES: Which is leading.

THE COURT: No, it isn't.

MR. GRIMES: Okay.

BY MR. GIBBS:

Q When was the -- let me ask this way, when was the next time that you saw him?

A The next time I remembered seeing him was in March.

Q Of 2018?

A Yes.

Q Did he -- did he come -- did you see him in Las Vegas at all during Jan -- I'm sorry -- February of 2018?

A It's possible, but I don't recall.

Q When he came to Las Vegas for the first time after he went to Mexico, where did he stay?

A The first couple of times, I let him stay with me, on the couch.

Q And do you recall the time frame for that?

A March 2018.

Q When he came and he was staying on the couch, how much contact with [redacted] did he have?

A We were in the same house. He had as much contact with her as he wanted.

Q Did you say anything to him or do anything that would restrict his right to see her?

A No.

MR. GRIMES: Objection. Leading.

MR. GIBBS: I don't think it's leading. I'm asking her, you know, if she said anything to him about it or she didn't. I can rephrase.

THE COURT: How about just -- yeah, please rephrase.

//

BY MR. GIBBS:

Q What, if anything, did you say to him in regards to how much he could see [redacted]

A I encouraged him to see her. I always told him that it's very important that he's part of her life even if he moves to Mexico and he's not in Las Vegas, or wherever he goes, it's important that he stays in her life.

Q While he was in Mexico in February, did you have any communications with him about your child?

A Yes.

MR. GRIMES: Objection. Leading.

MR. GIBBS: I don't know how to ask her that, ask her if she -- I mean, I didn't ask her what communications specifically. I just asked if she had any. I think that's a (indiscernible).

MR. GRIMES: Your Honor, with all due respect, he's giving month, time frame, location. That's leading.

THE COURT: That is leading. That's putting the answer in her mouth. Was there any, and then when is the proper way to ask.

BY MR. GIBBS:

Q Were there any communications with him before he came back to Las Vegas?

A Yes, we did not cut the communication off. We were

on speaking terms.

Q All right. And did you exchange any texts with him during that time?

A Yes, we did.

Q And can you tell the Court if you exchanged any texts regarding [redacted] during that time frame?

A Yes, we did The one particular one -- I don't know, during February, when -- he just moved in January, and then he was somewhere around Los Cabos -- Cabo San Lucas, and he was asking me if I would maybe, possibly come and visit him with [redacted] And I said, I'm not opposed to it, that it would depend on the money. And we Facetimed. I Facetimed him a lot, so he can continue to have the contact with [redacted]

Q Do you recall whether you said or did anything to restrict his time to see the child under your roof when he came to visit?

A No, I didn't do any of that.

Q Did you permit him to leave the house with the child in any way?

A I don't remember. I don't recall. But I didn't -- I never -- I encouraged his relationship with [redacted]

Q Can you tell the Court what, if anything, was the economic impact of him leaving, on you?

A I worked at ARIA Hotel, and back then I had a swing

shift which started at 7:00 p.m. 'til 3:00 a.m., and I -- I had to get a full-time nanny that lived with me because I didn't want to take my daughter to a night care. So that was expensive.

Q Do you remember about how much that cost?

A That was $1,200 a month plus all of her -- like, deodorant, whatever she needed, food. But she had no expenses. She was also from Russia.

Q Can you tell the Court what financial contribution, if any, Enrique made right after he left to go to Mexico?

A He didn't.

Q Okay. There was some testimony yesterday about after he got his settlement. Do you recall that?

A Yes.

Q Can you tell the Court what, if anything, he contributed to you out of that settlement?

A Oh, okay. So when he first left for Mexico, I gave him some money because he didn't have any. I believe it was about 2,500. He was seeking $2,500, and then he said he was going to pay me back for that. And I think he did pay me back for that once he got his settlement.

Q Did he make any mortgage payments out of that money, if you recall?

A No. I pay the mortgage. It was --

THE COURT: Did you pay, or did the government pay it for 18 months?

THE WITNESS: The -- 18 months? Yes, that was the government paying.

THE COURT: Okay. All right.

THE WITNESS: But I --

THE COURT: So you didn't start making the mortgage payment until 2018 --

THE WITNESS: No. I -- we --

THE COURT: -- or '19. I'm sorry.

THE WITNESS: No. We got the house in 2016, and I was making --

THE COURT: Okay.

THE WITNESS: -- the mortgage payments then. And then after he left, the government paid a little bit, and after -- well, for 18 months. And after they were done, I continued to pay.

THE COURT: Okay. Okay.

Go ahead.

BY MR. GIBBS:

Q Let's clarify that. So you got this program about the 18 months you testified to?

A Uh-huh (affirmative).

Q When was the first time that you actually paid money

out of your pocket toward the mortgage after Enrique left?

A After -- as soon as the program finished, but I don't recall when -- what month that was.

Q I'd like you to turn, in the Defendant's book, to proposed Exhibit 1.

MR. GRIMES: Mine are letters.

MR. GIBBS: I'm sorry. A. Excuse me. Thank you. First one.

THE WITNESS: Is that the one that says witness Defendant 2 of 2?

BY MR. GIBBS:

Q It's --

A It's part 2?

Q It's Defendant's trial exhibits.

A Is it part 2?

Q And it's Exhibit A.

A A?

Q A like apple. Uh-huh.

A I think I only have part 2. It starts at C.

MR. GIBBS: Do you have a witness copy?

MR. GRIMES: It's right there.

THE WITNESS: This one?

MR. GRIMES: I don't know, but they were up there yesterday.

THE WITNESS: This is Plaintiff 2 out of 2, Plaintiff 1.

MR. GRIMES: Hmm. It looks like my client may have stolen it from the witness stand.

MR. GIBBS: No problem.

Is that okay if we use that?

THE COURT: Bad boy. No biscuit.

MR. GIBBS: Alright. No problem.

BY MR. GIBBS:

Q Are you in Exhibit A like apple?

A Yes.

Q Do you recognize this document?

A Yes.

Q And what is it, if you know?

A This is a program that's called the hardest -- Nevada's Hardest Hit Fund program, and this was the program that we signed up for to get help with the payments for the house.

Q And do you know what the eligibility criteria was?

A You had to be unemployed.

Q And were you employed at that time?

A No, I was not. I was on maternity leave. Wait. What is -- let me think. This was 2018. I took a year -- oh, no, I was already working. All right. But it was under

Enrique's name. He was not working.

Q So were you eligible for this program yourself?

A Yes. I think -- let me think. No, I was not working at the time because this is when I had my hip surgery, right, so I was not working. It's something I remember.

Q Do you know why Enrique would have signed this?

A He signed it because I told him that it was difficult to pay for a mortgage for me and for the nanny, and all the bills.

Q Can you turn to Exhibit 8 in the big book?

MR. GRIMES: It's strictly technical -- do we maybe need to admit A?

MR. GIBBS: I have no objection to admitting it.

THE COURT: Okay. Let's admit A.

(DEFENDANT'S EXHIBIT A ADMITTED)

MR. GRIMES: Now where are we going?

THE COURT: 8.

MR. GIBBS: To 8, the deed.

(PAUSE)

THE WITNESS: Which one?

BY MR. GIBBS:

Q Number 8.

A Oh, Number 8. Okay. I'm there.

Q Do you recognize this document?

A Yes.
Q And what is it?
A It's a quit-claim deed.
Q Do you recognize any signatures on it?
A On page 2, there is Enrique's and mine. On page 3, there's mine.
Q Do you recall if Enrique's signature was notarized?
A Yes.
Q Were you present for that notarization?
A Yes.
Q And where was it done?
A It was in Wells Fargo Bank.
Q Did you make any representations to him with respect -- well, strike that.

What, if anything, did you tell him prior to going that day to sign this about the purpose of it?

A Well, we had talked about this before, and I said that I didn't trust him, and I --

MR. GRIMES: Objection. Move to strike. Nonresponsive. It's not answering the question that was asked.

MR. GIBBS: I think she's trying to answer the question.

THE COURT: You've -- did -- I think I'm going to

have to sustain the objection because she needs to -- not a long explanation. Just answer the question that's asked.

MR. GIBBS: Okay.

BY MR. GIBBS:

Q So what I was asking you was, the day that this happened -- not what happened -- was discussed before --

A Uh-huh (affirmative).

Q -- the day that this happened, what discussions, if any, did you have with him about going to the bank?

A That I made an appointment with a notary, and let's go and notarize those papers.

Q Did you have any discussions with him about what the paper was?

A Yes.

Q And what were those discussions?

A I told him that I didn't trust him -- his word any longer, and we need to put that on paper.

Q Okay. And what were you referencing when you said you didn't trust his word with respect to --

A That he --

MR. GRIMES: Objection. Leading.

MR. GIBBS: I'm just asking to clarify what she meant.

MR. GRIMES: I understand what you're doing. I'm

referring to the form in which it's being done. It's leading.

MR. GIBBS: I -- Your Honor, it's not leading to ask her what she meant by it. I think she can answer. It's an open-ended question. She could answer it in 50 different ways. It's a ridiculous objection.

THE COURT: And how about -- how about wording it, what did you mean by what you said?

BY MR. GIBBS:

Q What did you mean by what you said?

A Well, since he changed his mind about being married and being a father, I told him, I don't trust you, just your word, so I would like to put that on a paper.

Q And do you recall what his response was?

A He said, yes, I have no problem with it.

Q Okay. Did you do anything -- did you pressure him in any way to sign this?

A No.

Q Did you have any discussions with him about your daughter in conjunction with signing this?

A No.

Q What, if anything, did you tell him about what the document said?

A I told him exactly what it said, that it just shows your name and that you are giving up your right to the house,

since you are living in Mexico anyway.

Q And what was his response, if you recall?

A He said, I agree this is the house for you and [redacted]

Q Did you make any comments to him with respect to deporting him?

A Never.

Q Can you tell the Court what Enrique's legal status was as of -- of just March 2018 date?

A Uh-huh (affirmative). So, He --

MR. GRIMES: Objection. Beyond her ability to answer.

MR. GIBBS: She would know if -- well, I didn't develop the foundation, but she can answer if she knows her husband's legal status. Most parents -- most husband and wife are --

THE COURT: I believe she -- you opened the -- hold on. He opened the door when he answered that she threatened that he would be deported. I'm going to allow it.

MR. GRIMES: Okay.

THE WITNESS: So in 2018, he already had a permanent green card, which the only way he would be deported, if he was convicted of a violent crime.

BY MR. GIBBS:

Q So at that point, how long had the two of you been married to each other?

A Three years.

Q I'm sorry. We're talking 2018, right?

A Oh, yes. So from two thousand -- five years.

Q All right.

A From 2013, yeah. I was thinking of the wedding.

Q Did you make any reference to his legal status in conjunction with this signing?

A No.

Q Did you see any behavior of your husband in conjunction with the signing that would suggest that he was in any way uncomfortable --

A No.

Q -- with doing it? Did he ever ask you if he could take it to a lawyer?

A No.

Q Did you understand the transfer of the marital home to you to be anything other than a gift to you?

A No. I thought it was a gift.

Q Do you recall a deposit to a joint bank account of $15,000?

A Yes.

Q And where was the 15,000 from, if you recall?

A From his father.

Q Okay. And what was the source of moneys toward the purchase of the house?

A I used my savings.

Q And how much savings did you have at that point?

A I don't recall.

Q Can you tell the Court what you did for a living at that point in time?

A I was a cocktail server at the ARIA Hotel.

Q Did -- at the ARIA at that time, did they -- did you get tips that were actually given to you? Were they -- how were they paid?

A Yes, the tips are in cash.

Q All right.

MR. GRIMES: Your Honor, I'm going to object to the form because it's still leading the witness.

THE COURT: It is, but if you keep --

MR. GIBBS: I --

THE COURT: -- if you keep doing it, we're going to be here not only for all of today, but we're going to have to set a third day.

MR. GRIMES: I -- I understand. And then -- and you watched me --

THE COURT: There's some --

MR. GRIMES: -- biting my tongue, but --

THE COURT: I know. There are some -- sometimes we're leading the question. Yes, I agree, you know.

MR. GRIMES: Okay. That's -- that's my only point.

THE COURT: But it's something simple like this, well --

MR. GRIMES: I understand.

THE COURT: Yeah. But it -- but you know, most of the time, cocktail waitresses in Las Vegas, we all know that it's given cash, put it on the tray, and it's not turned over. At The Pit is a different story. You know, I'm going to take judicial notice on the tips in this town and how they're paid.

MR. GIBBS: Okay.

BY MR. GIBBS:

Q Do you know if any of the savings -- let me strike that.

How much was your savings before you married Enrique?

A 20,000.

Q All right. And do you recall about what your savings was at the time that you purchased the house?

A After the purchase of the house, I was at zero.

Q No, I meant before. Sorry.

A Okay.

Q At the time before. Excuse me.

A And then before, about -- I don't recall, but if I had to guess, maybe around ten.

Q Do you recall what -- or do you know what happened to the 15,000 that was received from Enrique's stepfather?

A Enrique paid for some of his credit cards to make sure that he qualified for the loan. And some of the -- the rest of the money, I don't know. We had separate accounts. I don't know what he did with it.

Q Did he pay any of your credit cards or joint credit cards?

A No.

Q Other than the Exhibit A we just talked about from the government, have there been any other sources for mortgage payments besides you?

A Well, when the pandemic happened, I fell back -- well, I didn't fall back. I was on the for -- forbearance program. And then to get out of that program, I had to come up with -- it was around 8,000 plus change to get back on a normal schedule, so my mom paid for that.

Q Do you recall about how much she paid?

A So she paid 8,000 to get me up to speed and then, since I'm not back to work yet, she made one more payment, which was for September --

Q And --

A -- of this year.

Q And tell the Judge how much the payment was, if you could.

A 1,664.

Q And --

THE COURT: Sorry to -- sorry for interrupting. But if you're not back at work yet, why would you get yourself out of forbearance if you don't have the money to make the mortgage payment?

THE WITNESS: Because I was getting unemployment at that time. I sorted it out, and I was -- Phil's -- using Phil's unemployment and mine, and I was able to make the payments for the house.

THE COURT: And Phil is your significant other?

THE WITNESS: Yes.

THE COURT: Okay. Thank you.

THE WITNESS: Okay.

THE COURT: Sorry for interrupting.

MR. GIBBS: No, that's a good question, Your Honor. Thank you for clarifying that.

BY MR. GIBBS:

Q So approximately how much money was -- strike that.

Have you instructed me to make any settlement offers

in this case?

A Yes.

MR. GRIMES: Objection. Terms of settlement and offers are absolutely inadmissible at the time of trial.

MR. GIBBS: I didn't ask that.

THE COURT: Sustained.

MR. GIBBS: I didn't ask her if -- what the terms were.

MR. GRIMES: Whether or not an offer has even been made --

THE COURT: Yeah.

MR. GRIMES: -- is not an --

THE COURT: It's not -- it's not admissible. Any settlement negotiations in any way is not admissible to --

MR. GIBBS: Well, not admissible to prove the truth of the matter, but I think I have a right to ask her if --

THE COURT: It's not admissible for any reason.

MR. GIBBS: All right. Then he's not going to be able to talk about whatever he tried to do to settle it, then?

THE COURT: Correct.

MR. GIBBS: All right. Fair enough.

MR. GRIMES: Now, to clarify -- because maybe -- I believe Counsel knows this -- if the Court grants us leave to file a brief -- a memorandum of fees and costs and a brief for

attorney's fees, that's where it's --

THE COURT: That's when --

MR. GRIMES: -- it comes in.

THE COURT: That's when it comes in.

MR. GIBBS: Okay. All right. Well, that's really --

THE COURT: That -- that's when you're going to argue all -- all of that stuff, what was offered, whether or not one party or the other got more than what was offered at the time, you know, so.

MR. GIBBS: I understand the ruling, Your Honor.

THE COURT: Okay.

MR. GIBBS: Thank you.

(PAUSE)

MR. GIBBS: I don't have any further questions at this time. Pass the witness.

THE COURT: Give me one second before you start, please.

MR. GRIMES: Okay.

THE COURT: I'm trying to think -- finish a thought here.

(Pause)

THE COURT: Okay. Please. And thank you. She's still trying to put that book together.

THE WITNESS: Yes. I'll work on it in between.

CROSS EXAMINATION

BY MR. GRIMES:

Q How are you this morning?

A I'm good how are you?

Q Okay. I'm well. Thank you for asking.

A Uh-huh (affirmative).

Q When Enrique left in January of 2018, were you working at that point at ARIA?

A I -- I think I was. I'm pretty sure I was, yeah.

Q And did there come a time where you stopped working at the ARIA?

A When the pandemic happened.

Q So from January --

A But I -- I'm sorry. Let me -- I'm still employed with them. I'm just not -- okay.

Q I'm going to get there, I swear.

A Okay.

Q From January of 2018 until March of 2020, you worked at the ARIA?

A Correct.

Q And your primary shift was the swing shift at that point?

A Correct.

Q There were times you worked other shifts as well?
A No.
Q Oh, you were strictly swing shift?
A Yes.
Q So you have a lot of seniority to be able to -- to maintain just that shift, correct?
A Yes.
MR. GIBBS: Objection. Relevance to the financial issues.
MR. GRIMES: I'll withdraw it. That -- I just -- I was a little surprised. I didn't realize she'd been there that long.
BY MR. GRIMES:
Q And to be clear, you kind of addressed it. You are still employed at the ARIA, correct?
A Correct.
Q Okay. Do you intend to return?
A Yes.
Q Okay. Do you have a restart date?
A Not yet.
THE COURT: Why not?
THE WITNESS: Because right now [redacted] is homeschooled, and I -- while --
THE COURT: Why is she homeschooled? They're

started back to school.

THE WITNESS: Because the -- the school that -- they present it -- it's a homeschooling school. And now my new shift is day shift, so if I'm at work, I can't be homeschooling.

THE COURT: Continue.

MR. GRIMES: I just want to make sure the Court's clear, because everything she's saying is accurate, okay. We did the whole Arcella hearing. We selected a school.

THE COURT: Yes. Yeah. I had -- I'm -- I'm having to take myself back to that point.

MR. GRIMES: Okay. All right. And I'm giving you time to do that because I don't -- okay.

MR. GIBBS: And I did want to address -- Your Honor, just to make a clear record, you had set a date in November to check in on that issue. And by settling other things yesterday, we're not suggesting that that's a resolved issue. So I wanted to make sure that was clear for the record. That's -- that's it. I just want to tell you that.

MR. GRIMES: Okay.

THE COURT: Okay.

BY MR. GRIMES:

Q As a result of the pandemic, were you receiving unemployment?

A Yes.
Q When did you start receiving unemployment?
A I don't recall, but it would be around the time when it started. I applied immediately.
Q Okay. So somewhere around April of 2020?
A That's possible.
Q Okay. As part of your unemployment, did you receive both state and PUA unemployment?
A Yes.
Q Do you recall how much in state unemployment you were receiving?
A For 2020?
Q Correct.
A Oh, okay. Okay. So I can say a monthly amount was 392.
Q And $392, that was per week, correct?
A Correct.
Q Okay. Did you also receive the federal assistance?
A Yes.
Q And you received the full $600 a week on that?
A While it lasted, yes.
Q So you were receiving $692 until that program ran out?
A Yes.

Q And do you know when that ran out?
A I'm not sure.
Q Do you believe it was only fairly recently?
A I -- I believe it was at the -- after a few months of the pandemic. It finished -- wasn't it, like, six weeks?
THE COURT: It picked back up again though.
THE WITNESS: Yes, but then it was 300. It got cut. It was -- it started out with 600, and then it became extra 300.
THE COURT: Okay.
BY MR. GRIMES:
Q Okay. When did it drop to 300; do you recall?
A I was -- probably about -- as soon as it finished the 600 -- which I think it was around six weeks -- so after that.
Q Okay. And then you received that until the federal assistance program ended, correct?
A Let me think. Did it end -- it -- I think it ended earlier, and then there was just unemployment, which was 392.
Q Okay. Would it surprise you to learn that the federal supplement lasted until September 1, 2021?
A Which numbers is that?
Q The --
A That's the extra 300?

Q The extra 300.

A September? I want to say it was earlier, but it -- it's possible. I don't remember.

Q Okay. But you received it until the program ended, correct?

A Yes.

Q And at this point, you were only receiving the 392 a week in unemployment?

A Yes.

Q Okay. So for a period of approximately a year, you were receiving $692 a week in unemployment, correct?

A I -- yes, I think so.

Q Did you provide an FDF during that time?

A No.

Q Do you understand that as a result of that, you would have had an obligation of child support for the last period of time -- almost a year that you've had joint physical custody?

A No, I don't understand that.

Q Okay. Did you understand that you had an obligation to report any change in income?

A I didn't realize that, no, because we were in pandemic, and I wasn't -- I was getting paid less than I was making at work. That's what I --

Q Did you receive any other income during the pandemic?

A No.

Q And I -- usually, when I ask questions, I know the answer, okay.

A Okay.

Q I really don't on this one.

THE COURT: You're not supposed to make me laugh.

MR. GRIMES: I -- I try to make everybody laugh.

BY MR. GRIMES:

Q The reality is at some point, you opened an LLC in Minnesota, correct?

A I'm not really sure about that. Phil was the one in charge of that.

Q Okay. But --

A We were trying to open some kind of business, but it wasn't working.

Q As part of that, did you put in for a PPP loan?

A I don't even know what that means.

Q Did you receive any additional -- for your business -- grant or loan from the federal government during the pandemic?

A No, because the business was never made.

Q Okay. So I said I didn't know the answer, but I got

to ask, okay.

A Okay.

Q All right. We're going to leave the child support issue alone now, and we're going to go to the move. Your testimony was, on direct, that in January 2018, pursuant to a discussion between you and Enrique, Enrique decided to move to Mexico. That's still your testimony?

A Correct.

Q Okay. Where did he go?

A At first he went to Cabo San -- he was between Cabo San Lucas, San Diego, and Monterey.

Q Okay. Didn't he go to see his cousin?

A I wouldn't know that.

Q Isn't that where he went initially?

A I don't recall. I can't remember.

Q Okay. In fact, then, a week later, he was back in Las Vegas, wasn't he?

A I don't recall that.

Q Okay.

A But it is possible, yes.

Q And in fact was staying in the marital home, correct?

A It -- at the beginning, after he left, yeah, I let him stay in the marital home.

Q Okay. And then he went back again, this time to Cabo San Lucas, correct?

A I would assume so.

Q Okay. And that's when he called you and said, look, I -- I want to explore a business down here. I'm not happy in Las Vegas?

A No. He was saying that to me prior to January, that he didn't want to live in Las Vegas. He wants to go and open some kind of business in Mexico.

Q Okay. So you admit that was the discussion, correct?

A Yes.

Q Okay. And your own testimony -- you guys were in Facetime communication, text communication throughout all of this, correct?

A Yes.

Q Okay. Then he left again in March to Monterey?

A He left somewhere. I mean, he was always away. But yes, when he came back to Vegas, he wanted to go --

Q Ms. Snow, you actually testified that he went to Monterey. That was actually out of your mouth.

A I don't know which month --

Q Okay.

A -- he went to Monterey.

Q Okay. You've met his family, correct?
A Of course.
Q You know they're in Monterey?
A Yes.
Q So a trip to Monterey, you would know he's going to see his family, correct?
A No. We were not together. We weren't living together. I don't know what he was doing.
Q But you just admitted that in February, he was staying at the house. You were living together.
A To -- we were not living together. I allowed him to stay on the couch when he was visiting because he didn't have anywhere else to go.
Q All right.
A And I wanted him to be with [redacted] as much as possible.
Q I'd like you to turn back to our Exhibit A.
A Part 2?
Q Exhibit A. No, it should be in part 1.
A Part 1, okay.
THE COURT: Too many books.
MR. GRIMES: Hey, at least mine can be opened and easily turned to a document.
BY MR. GRIMES:

Q Are you there?
A Yes.
Q All right. Now, you testified earlier that this is a Nevada's Hardest Hit Fund program document.
A Uh-huh (affirmative).
Q Do you remember that testimony?
A Yes.
Q In fact, it's a deed of trust, isn't it?
A It says it's a deed of trust.
Q Correct.
A Yes.
Q Okay. That's a deed on a home, correct?
A Okay. Yes.
Q That's actually a deed on your home, correct?
A Yes.
Q All right.
A Well, I -- it's a deed. From what I understood from the program, that it did help us. And then we'd sell the house within five years, and we'd have to pay back all the money.
Q My understanding is -- I -- I understand all of that.
A Uh-huh.
Q But this is a deed of trust, correct? It becomes

the new deed on your home. It has --

A I don't know if it becomes a new deed on the home.

Q I'd like you to turn to page 5. It's marked DEF-5 in the body.

A Uh-huh (affirmative).

Q Let me know when you're there.

A I'm there.

Q Okay. Looking at the bottom, do you see your signature?

A Yes.

Q What's the date on it?

A 1/16.

Q Of what year?

A '18.

Q Okay.

A Uh-huh (affirmative).

Q So you executed this document allowing the Hardest Hit program to have a deed of trust and a lien on your property January 16th, 2018?

A Yes.

Q Okay. Above that, do you recognize that signature?

A Yes.

Q And whose signature does that appear to be?

A Enrique's.

Q Okay. What's the date on it?
A 2/13/2018.
Q Okay. If you were not living together --
A Uh-huh (affirmative).
Q -- if you don't trust each other --
A Uh-huh.
Q -- and if he's in Mexico, how does he execute this deed in February of 2018?
A Well, he came in February 2018. He came back --
Q All right.
A -- to do this.
Q But if you aren't together, if you aren't living as a couple, why would he sign away his interest in the home?
A Because I was -- I explained to him that it's very difficult for me. How -- how am I going to pay for the house and the nanny and all the bills. He was just leaving me without nothing.
Q So you're telling me you're the one who pursued this program?
A No, we both did.
Q Okay. You weren't eligible.
A I don't remember.
Q Your testimony was in January of 2018 -- because I was very specific about it --

A Uh-huh (affirmative).
Q -- was that you were employed at the ARIA at that time.
A Yes.
Q You would not have been eligible for this program, correct?
A On my own, no.
Q Correct. The fact that he had been terminated from Javier's --
A Uh-huh (affirmative).
MR. GRIMES: In August, right?
THE DEFENDANT: June -- June, July when the --
THE WITNESS: It was July.
BY MR. GRIMES:
Q I -- I've been told that. But in July of 2017 is what made you eligible for this program, correct?
A I believe so.
Q It was actually Enrique that pursued -- filled out the paperwork and did everything for this program, correct?
A I think we both did.
Q The person who's eligible and needed to sign the documents was Enrique, correct?
A Correct.
Q Okay. You may have been -- look, I get it. I've

been married a lot of years. You probably had a very vested interest in making sure this stuff got filled out --

A Uh-huh (affirmative).

Q -- but it was ultimately Enrique that had to fill it out, correct?

A No, because he couldn't understand it. It was in English.

Q I'm sorry. Would you say that again?

A Well, this is legal terms.

Q Uh-huh.

A But he couldn't understand legal terms in English.

Q He didn't understand the document, correct?

A No, he understood what it was for, but I was in charge of filling -- file -- filling it out.

Q But he didn't understand the language and the terms within that document, correct?

A What is the question?

Q He did not understand the language and the terms within that document. He needed your assistance, correct?

A Yes.

Q And despite the fact that your testimony is you were living apart and had decided to divorce, he signed the document to help you?

A Yes, we were still on good terms at that point.

Q Okay. You said another interesting thing under your direct, that he was a permanent resident, and but for a violent crime, he would not be deported. Do you remember that testimony?

A No, I think I said he would be deported for a vi -- if he was convicted of a violent crime.

Q Right. During the pendency of this divorce, you have repeatedly alleged violent conduct by Enrique, haven't you?

A Whatever he did, yes, I said that.

Q You have repeatedly alleged violent conduct by Enrique, haven't you?

A Yes.

Q Okay. And in fact, that was your attempt to follow through on your threat of that day that you would have him deported, correct?

A Incorrect.

Q Then why would you make the allegations?

A Because they happened.

Q Okay. So the guy that you're on such good terms with that he would sign a deed of trust in February --

A Uh-huh (affirmative).

Q -- and a month later sign a document that you purport to be a quit-claim deed --

A Uh-huh (affirmative).

Q -- you're on such good terms, but he was so violent that you would make the allegations of -- of violence. That's correct?

A I don't think I brought those up until later on, not at that time.

Q And let's be clear about that.

A Uh-huh (affirmative).

Q You brought them up when he wanted joint physical custody, didn't you?

A No. It started -- okay. So I tried to work it out with him, but once we went to court, we did -- he didn't want to work on things with me and just make it peaceful. So, yes, then I -- what choice did I have but to say the truth about what happened.

Q Let's talk about peaceful. Peaceful means do exactly what you say, correct?

A No, not exactly.

Q Like signing documents?

A No. I gave him, actually, an offer by text.

Q You can't go there.

A Oh.

Q No offers on --

A We were not married -- I mean we were not in the

divorce proceedings yet, so --

Q I understand. But if it was an offer to settle --

A No, it was not an offer to settle.

Q Okay.

A I was asking him if he can come back and work in Las Vegas for a year, let's go to joint custody.

Q Uh-huh.

A But show me you can keep a job and you can take care of [redacted] and not go couch-surfing from one friend to another.

Q So, again, if he does what you want, then everything's good?

MR. GIBBS: Objection. Argumentative.

THE COURT: I'm going to sustain it.

MR. GRIMES: I'll withdraw it.

THE COURT: Thank you.

BY MR. GRIMES:

Q Another -- no. I don't want to spend a lot of time there. Let's now go to Exhibit 8. There it is. It's the large book. It's the quit-claim deed that we've looked at a lot today.

MR. GIBBS: Mr. Grimes, if you don't mind, can I pull it out, so we don't have to flip through the pages every time?

MR. GRIMES: Oh, Lord, I think that would be a

brilliant idea.

MR. GIBBS: Yeah, this is Exhibit 8 alright? I don't want ten minutes to put it back, okay?

There you go.

BY MR. GRIMES:

Q And to be -- I just want to make -- since we're now taking it out of the book, I just want to make a record.

A Uh-huh (affirmative).

Q You have three pages, correct?

A One, two, three -- yes.

Q And in the lower-right-hand corner, they are marked LG000042, the next page LG0000.

A Uh-huh (affirmative). The next page LG0000.

Q Right. There's no number at the end.

A Uh-huh (affirmative).

Q And then the last page is LG000044, correct?

A Correct.

Q Okay. And I think we can all agree the intent was the middle one was going to be 43, and it was just a printer error.

A Okay.

Q Does that sound right?

A Yes.

Q And those are the pages you have?

A Yes.

Q Okay. All right. Let me ask you a question. Are those three pages what you gave Enrique the day you took him to the bank?

A The second page is -- I left out -- because I didn't know --

Q No. It's a -- it's a yes-or-no question.

A Oh.

Q Are those three pages what you gave Enrique to sign that day?

A So if they're not exactly the same, how do I answer?

Q Thank you. In fact, the only page you gave him was page 2, correct?

A Yes. I believe so, yes.

Q Okay. You subsequently modified these documents, didn't you?

A I accidentally forgot the parcel number of the house.

Q Uh-huh. You also failed to actually title it a quit-claim deed, didn't you?

A Well, I'm not a lawyer. I didn't know exactly what I was doing.

Q I understand that.

A Uh-huh (affirmative).

Q But he did not execute a quit-claim deed, did he?
A What does that mean?
Q I mean -- look at page -- the first page.
A Uh-huh (affirmative).
Q It's marked 42.
A Uh-huh (affirmative).
Q The top middle, it says Quit-Claim Deed, doesn't it?
A Yes.
Q Quit-claim deed. You recorded -- let's be clear on this.
A Uh-huh (affirmative).
Q You recorded this document with the county assessor and the -- and the Clark County reporter October 18th, 2018, correct?
A Correct.
Q Seven months after page 2 was done?
A Correct.
Q Okay. I just think that it's important the Court know the -- the timing.
A Uh-huh (affirmative).
Q Okay. So seven months after, and what, a week and a half before you filed for divorce?
A Yes.
Q Okay. Okay. And let's look at page 1 of this

document.

A Uh-huh (affirmative).

Q In witness whereof -- at the bottom. I'm just going to read it to you. I have -- I have hereunto set my hand on this 14th day of March, 2018.

A I'm sorry. I --

Q Do you see that line?

A Which page?

Q I'm sorry. The -- the very first page --

A First page.

Q -- the one marked Quit-Claim Deed, 42 in the lower-right-hand corner.

A Yes.

Q Okay.

A Where is the (indiscernible)?

Q Last sentence of -- of the quit-claim deed.

A Uh-huh (affirmative).

Q In witness whereof, I have heretofore set my hand on this 14th day of March, 2018. You see that?

A Yes.

Q Okay. That was never presented to Enrique, was it?

A I'm not sure about the question. What --

Q Well, that document, that page --

A Uh-huh (affirmative).

Q -- was not presented to Enrique, was it?
A This page? I don't think so.
Q In fact, you created that page, yes?
THE COURT: I just want to say something. She filed the complaint for divorce in August, not October.
THE WITNESS: Uh-huh (affirmative).
THE COURT: So the complaint for divorce was filed before the quit-claim deed. I wanted to point that out.
MR. GRIMES: Thank you.
THE COURT: You're welcome. I don't want him spending a lot of time trying to straighten it up.
MR. GRIMES: No. And in fact, it raises more questions than solutions.
BY MR. GRIMES:
Q But this document was never presented to Enrique and not signed by Enrique, correct?
A This document includes the parcel number that I lacked on --
Q I understand.
A Uh-huh (affirmative).
Q That document was not presented to Enrique, correct?
A This page, no.
Q So where it says his name, that's a forgery, isn't it? You did that, didn't you?

A No. That is the -- I didn't sign for him.

Q You say, in witness thereof, I have heretofore set my hand 14th day of March -- 14th day of March, 2018. You initial right there, correct?

A Yes.

Q Then you say -- page 2 for signatures, correct?

A Yes.

Q In your handwriting?

A Yes.

Q Okay. And then you type the name Enrique Velazquez-Gonzalez, also known as Enrique Ivan Velazquez-Gonzalez, and put the address of the home, correct?

A Yes, I'm referring to the page that it says --

Q Ma'am, I'm just asking if you, in fact, typed that?

A Yes.

Q Okay.

A Well, actually I don't --

Q So you put his name to a document he never saw, didn't you?

A I don't know if it was me who typed it or the legal -- what are they called? I went to -- it's not a lawyer. It's a legal --

Q Paralegal.

A Paralegal, yes.

Q Yeah. Okay.
A And this is the -- the instructions she gave me, yes.
Q Okay. But I want to be clear. He never saw this?
A Not to my knowledge. I don't think. Not this page, but the second page, yes.
Q And this document right here --
A Uh-huh (affirmative).
Q -- was not generated on the 14th day of March, 2018, was it?
A They added the quit-claim deed (indiscernible).
Q Ma'am, it was not generated on the 14th day of March, 2018, was it?
A The parcel number was added at a later time.
Q Ms. Snow, I -- I know you don't want to answer the question, but I need you to answer it. It's yes or no, okay? This page --
A Okay.
Q -- only this page --
A Uh-huh (affirmative).
Q -- was not executed until October --
A Uh-huh (affirmative).
Q -- of 2018, was it?
A Correct.

Q That's when you went to a paralegal and had that page created, correct?

A This is what she said that I was missing.

Q Yes or no?

A Yes.

Q Okay. Let's go to page 2. This is the only page Enrique ever saw, correct?

A Yes.

Q And the conversation you had was, I don't trust you. I don't trust that you're going to be here for -- for our daughter. And I don't trust that you're going to take care of us. I need you to sign this paperwork. Correct?

A I did not --

Q I've made an appointment for the bank, correct?

A I said, I made an appointment for the bank, correct.

Q Okay. And you took him to the bank and you had him sign, correct?

A It was him, myself, and [redacted] We all went, yes.

Q That's not my question. You took him to the bank? You drove?

A No, I think he drove.

Q Okay. But you said, let's go?

A I said, we have an appointment, and whatever time, yes.

Q Okay. Did you give him the opportunity -- you didn't present this until the 14th of March, did you?

A I didn't present what?

Q You already had the appointment made, correct?

A I had an appointment made. I let him know when I made it.

Q Uh-huh.

A And then we went.

Q Okay. And then you showed him this document, and you said, we got to go to the bank. We got to sign it because I don't trust you.

A I think I actually typed it up while he was in the home, and I showed it to him.

Q Okay. How long were you guys married?

A Since 2013.

Q And how good's his English?

A It's good enough to work in the Five Diamond restaurant in a ARIA hotel.

Q Okay. How come you didn't let him write it up, then?

A Because he doesn't usually take things and does -- do -- and does things usually. I'm the organizer.

Q You testified regarding the deed of trust executed by the -- the State of Nevada --

A Uh-huh (affirmative).

Q -- that he didn't understand it, that you had to help him understand it.

A That was a document of many, many pages. I didn't even understand all of it.

Q Okay. How do you expect him to understand that he's giving away a home?

A Because it says, I Enrique Ivan Velazquez-Gonzalez give up all the rights to the property located on 7260 Sunny [redacted] It seems like a simple sentence to me --

Q Do you --

A -- that he could understand that.

Q Okay. Why not put it in Spanish, then?

A Because I -- I don't know. Well, why not put it in Russian? Because we live in America.

Q Okay. Let's look at page 3. Did Enrique ever see that?

A I received that paper at the recorder's office, I believe.

Q Okay.

A So, no, he would -- he wouldn't see that.

Q All right. Now, the Judge raised an interesting issue. You filed for divorce in August of 2018.

A Uh-huh (affirmative).

Q I've raised this once before. You understand you're the Plaintiff, right?
A Yes.
Q You were represented by counsel?
A In August of 2018?
Q When you filed for divorce.
A No.
Q You hired counsel later?
A Yes.
Q Okay. You understand that you requested a joint preliminary injunction, correct?
A No, I don't know what that means.
Q Okay. But you filed for divorce?
A Uh-huh (affirmative).
Q And there was a joint preliminary injunction issued at the time of filing, correct?
A I don't know. What does that mean?
Q It means -- normally, you don't ask questions, but are you aware -- I'm going to -- I'm going to phrase it as a question. Are you aware that a joint preliminary injunction enjoins you -- prohibits you from transferring property?
A I think I came to that knowledge later on, yes.
Q Okay. Are you aware that it enjoins you from moving your child outside of the state for the intent of changing

residency?

A I didn't know that at the time.

Q Okay. Are you aware that it enjoins you -- and -- and again, I -- if you don't know what that means, it means prohibits you --

A Uh-huh (affirmative).

Q -- from incurring additional debt beyond what is already declared?

A Okay. Can you repeat that, please?

Q You can't make more debt.

A Like, you can't get a credit card?

Q You're not supposed to do any of that during the pendency of divorce unless you come to court first and ask.

A Okay.

Q Okay. Did you ask the Court for permission to transfer the property to your name alone?

A I wasn't aware that I wasn't allowed to do that.

MR. GRIMES: Your Honor, I'm going to ask for summary judgment on this issue based on the testimony at this time and the evidence. This is community property.

THE COURT: Well, I think you're also missing something else. On August, when she filed this complaint, number 22 in her complaint, that there is community property to be divided by the Court as follows: Luba Gonzalez will

retain the property located at 7260 Sunny Countrywide (sic) Avenue. So even at this point, she recognized the fact that this was a community property home. So I'm granting the summary judgment.

MR. GIBBS: Can I (indiscernible) on that, Your Honor?

THE COURT: Huh?

MR. GIBBS: You want to hear from me first before you do that?

THE COURT: Oh, you can hear from me, but there's too many -- too -- okay. It's not just that one issue. The fact that he never even saw the actual quit-claim deed, which is the document. She violated a joint preliminary injunction, which states that she cannot make any changes. She herself stated that he does not understand any legal documents, and therefore, she had to explain to him what that deed of trust was. She herself did all this testimony, which stated that this man would have had no idea what he was signing other than the fact that he wanted to see his child and make her happy. But you may make your record.

MR. GIBBS: Summary judgment is granted only if there are no facts in dispute. Maybe Counsel meant to use a different word than summary judgment. There are material facts in dispute, and therefore, you -- you have to make a --

MR. GRIMES: He's right. The correct --

THE COURT: He is.

MR. GRIMES: The correct motion is a motion on the evidence -- or I'm sorry -- a decision based on the evidence --

THE COURT: Judge --

MR. GRIMES: -- judgment on the evidence.

THE COURT: Judgement on the evidence. Judgment on whatever. Yeah.

MR. GIBBS: Yeah, I would think that I would have the right to finish redirect before there'd be a ruling. But just to address the Court's -- the Court's -- let me tell you what I think the issues are that you need to consider that are more subtle than what's been suggested.

In Nevada, the law says that parties are free to -- let me pull the language if the Court will indulge --

THE COURT: Right. The parties are free to make contracts in interest, and so on and so forth. But you have to have a meeting of the minds.

MR. GIBBS: Okay. And her testimony is that that happened. So that's not --

THE COURT: Her testimony. His said it wasn't.

MR. GRIMES: And let -- let --

THE COURT: But -- hold on. Let's let him make his