record, then you can argue.

MR. GIBBS: Let's wait 'til I'm done, then you can --

MR. GRIMES: Okay.

MR. GIBBS: So the parties are free to do that. And we have a signed piece of paper that --

MR. GRIMES: Your Honor, I want to object for just a second. We're going to argue -- which I'm going to argue that we have a witness that's in place. What I'm going to ask is if we're going to do this, which would potentially feed testimony, I would like to --

THE COURT: Let's go off --

MR. GRIMES: -- exclude everybody --

THE COURT: Yeah.

MR. GRIMES: -- except the attorneys or go --

THE COURT: Yeah, everyone needs to leave, or we go for a sidebar off the record.

MR. GRIMES: No, this needs to be on the record for testimony.

THE COURT: Hold on. Make your arg -- make that argument again.

MR. GRIMES: It is my opinion that this argument could feed testimony, and there is a live witness. I would ask that all witnesses and potential witnesses be excluded

from this argument during it so as not to impair if there is further testimony.

THE COURT: And I agree.

MR. GIBBS: Your Honor --

MR. GRIMES: So --

MR. GIBBS: -- a witness --

THE COURT: So witnesses -- both parties --

MR. GIBBS: Your Honor, a party always is allowed to be present at their own case.

THE COURT: Yeah, but they're also witnesses, and I do not want them to feed it.

MR. GIBBS: Then let's defer --

THE COURT: Then we'll go to -- okay.

MR. GIBBS: -- the ruling until we're closing --

THE COURT: All right. Fine. Let's go off the record. We're going to go outside and discuss some things.

MR. GRIMES: Okay.

(COURT RECESSED AT 10:49:17 AND RESUMED AT 10:57:43)

THE COURT: Okay. We are back on the record on D-18-575860-D after we had a quick little sidebar. We are going to break for lunch until 1:30.

MR. GIBBS: Okay.

MR. GRIMES: Thank you.

MR. GIBBS: Thank you, Your Honor.

THE COURT: Thank you.

(COURT RECESSED AT 10:57:55 AND RESUMED AT 1:53:11)

THE COURT: All right. We're back on the record in Case Number D-18-575860-D, Gonzalez versus Velazquez-Gonzalez. We are back from lunch. Where -- where do we stand?

MR. GIBBS: The parties have, we believe, resolved all our issues except for one, which we will submit to the Court for a decision.

THE COURT: Okay.

MR. GIBBS: And that decision is who will prepare this. We both want to do it, and the other one does not -- or want to --

THE COURT: Who's got a quarter.

MR. GIBBS: I don't have any change, but --

THE COURT: Or a nickel or a dime.

UNIDENTIFIED VOICE: I have a quarter.

MR. GIBBS: And for the --

MR. GRIMES: Funny. I actually said, I bet this ends up a coin flip.

THE COURT: He's going -- he's going to flip it. Who wants heads?

MR. GRIMES: Ladies can call.

MR. GIBBS: You want heads or tails?

THE PLAINTIFF: You pick.

MR. GIBBS: Go ahead. I'll take tails. It means I pick -- that means -- tails means that he --

THE MARSHAL: It's tails.

THE COURT: Oh. Tails tells me he does it.

MR. GIBBS: That's not what I meant to say, but okay. However you call it.

THE PLAINTIFF: No tails --

MR. GIBBS: I was going to say by picking it, which means I -- we get to prepare it --

THE COURT: Oh.

MR. GIBBS: -- because we want to prepare it. So it was --

THE PLAINTIFF: Yeah.

MR. GIBBS: I was --

THE COURT: I don't care who prepares.

MR. GIBBS: I think I won the coin toss, but I was trying to clarify it (indiscernible).

THE COURT: You won the coin toss, so you get to choose.

MR. GIBBS: We'll prepare it. All right.

THE COURT: Okay.

MR. GIBBS: So --

THE COURT: Sorry.

MR. GIBBS: -- if we may -- if we may put on the

record what she --

MR. GRIMES: There was no cheating because it was his quarter.

THE COURT: Yeah.

MR. GIBBS: Okay. So let us put on the record what we agreed on.

THE COURT: Please.

MR. GRIMES: Well, I'm still confused. I gave you a double-headed coin, and you came up with tails.

MR. GIBBS: I didn't see the coin.

THE MARSHAL: It has a wolf on it.

MR. GIBBS: All right.

THE COURT: Well, you know, it used to be, heads, I win; tails, you lose --

MR. GRIMES: That's right. Yeah.

THE COURT: -- you know. All right. Go ahead and place it on the record, please.

MR. GIBBS: All right. So the parties have agreed to list the marital home for sale forthwith.

THE COURT: Okay.

MR. GIBBS: They have agreed to a protocol where the Defendant will submit a list of three Realtors, and the Plaintiff will choose one of them, and they will proceed. I didn't discuss this what-if with Counsel, but it's what I

usually ask for is in the event that after a period of time -- and I usually say 60 days -- it's unlikely to happen, but if within a 60-day period the Realtor's not moving things along, either party could say, we don't want this Realtor anymore; we need to get somebody else.

Is that acceptable?

THE COURT: Usually you have to sign a six-month contract.

MR. GIBBS: I thought they were shorter nowadays, but --

THE COURT: You can negotiate a shorter contract.

MR. GRIMES: I -- I'm -- my Realtor texted me, because obviously, we're negotiating. He can sell it in five days, but they want their --

THE COURT: Oh, I like that.

MR. GRIMES: So they want to pick, so I'll submit three names.

MR. GIBBS: Okay. That's fair.

MR. GRIMES: I'm not going to tell him which one's my Realtor, but his name will be on that list, but --

THE COURT: All right. I can give you a couple more names that would push it hard.

MR. GIBBS: Well, there's a lot of people who want houses, but anyway --

THE COURT: Well, yes. A lot of people are moving because they're making a lot of money.

MR. GRIMES: Well, and -- and the issue is having someone that has buyers that have cash, because they're coming in above the -- the appraisal --

THE COURT: It is.

MR. GRIMES: And -- and look, I get it. I think we're -- I -- I'm going to state on the record, I think the demand of the Plaintiff -- because of distrust -- and -- and I think it's fair to say there's distrust on both sides --

THE COURT: There is.

MR. GRIMES: Potentially it's costing them money. But it doesn't matter. We've agreed that's what we're going to do.

THE COURT: Okay.

MR. GIBBS: Well, I don't need to get into that, Your Honor. But at any rate, so the agreement was that that's how we'll select the Realtor. I do think that -- and obviously, they would -- it is understood that they will cooperate and follow the recommendations of the Realtor, which means they would have to agree on the listing price, and that they would follow his recommend -- his or her recommendations on what to list it for, and ultimately would have to agree on the terms of the -- of the ultimate sale. The parties have

further agreed --

THE COURT: Has the house been appraised?

MR. GIBBS: It has not, but it's kind of irrelevant if you -- if you sell it because the appraisal's part of the process. If you're doing a buy-out, I think that that's -- you know, you need one. But I think that that will be usually paid for by the buyer, I would expect.

THE COURT: Okay. Well, the -- and -- and the reason why I'm asking is if the offer is within a certain percentage of the appraised value, then it will not be in good faith to not accept the offer.

MR. GIBBS: I don't know how to define that because our position, as you know --

THE COURT: Yes.

MR. GIBBS: -- in trial was that it was my client's house.

THE COURT: Correct.

MR. GIBBS: So we will hope that everyone will act in good faith. I think that's true in any contract.

The parties have further agreed that they will pay off any community obligations from off the top. And in achieving that, the attorneys will get a list and try to reduce those as much as possible.

MR. GRIMES: That's right.

THE COURT: Good. Okay.

MR. GIBBS: Obviously, if a person's a stick in the mud and they want every penny, they would need to be paid, and there'd be a release. There'll be a release anyway. The payoff will include the mortgage on the house as well as this Exhibit A, Hardest Hit program. And that's necessary that be paid off if -- unless you wait five years, as both parties understand, and we have about 26 months left. The parties --

MR. GRIMES: We are in agreement we'll try to negotiate that down if we can?

MR. GIBBS: Right. That's what I believe I just said.

THE COURT: No. Hold on.

MR. GIBBS: Yeah.

THE COURT: And you also need to ask the question, you know, what -- you know, incident to a decree of divorce, is that waived?

MR. GRIMES: We have to -- I want it on the record, we have to do our due diligence to --

THE COURT: Yes.

MR. GRIMES: -- decrease these debts.

THE COURT: Yeah.

MR. GRIMES: And the parties have to --

THE COURT: You -- you -- yeah. A lot of these

things, if it's incident to a decree of divorce, they'll waive the -- the payback.

MR. GIBBS: Well, yeah. We'll -- we'll both -- we'll do whatever we can to --

MR. GRIMES: Right.

MR. GIBBS: And if there's less money -- more money to the parties, less money owed, we're all for that.

THE COURT: Yeah.

MR. GIBBS: And we will do that, yes. The parties have further agreed that as part of this offer -- I think I said that they will split whatever's leftover after that process 50/50 and will treat this asset as a community debt for pur -- a community asset for purposes of this.

MR. GRIMES: Okay.

MR. GIBBS: The parties have agreed that Plaintiff will waive all child support arrears, including any and all interest penalties, anything to date that would be owed and could be owed. Obviously, nobody owes any money for any child support arrears in the past.

THE COURT: Okay.

MR. GIBBS: Going forward, the parties have agreed that they will revisit the issue of child support at an 18-month point from now --

THE COURT: Okay.

MR. GIBBS: -- and that prior to that, no one will owe anyone child support for sure. And --

MR. GRIMES: I just want to clarify the record. Is it from notice of entry, or is it from today's date?

MR. GIBBS: My assumption was from today's date.

MR. GRIMES: I'm fine either way. I just want it in the --

THE COURT: Yes.

MR. GRIMES: -- the -- the decree.

THE COURT: It needs to be in -- in the decree which one.

MR. GIBBS: Yeah. And I -- I'm going to put it as of today's date.

THE COURT: Today's date, okay.

MR. GRIMES: Okay.

MR. GIBBS: The parties have further agreed that everyone will pay -- be responsible for his or her own attorney's fees in this matter.

THE COURT: Okay.

MR. GIBBS: The parties have further discussed, by way of clarification of a term that wasn't expressly stated yesterday, that as to the following three holidays, they worked out the year they get them, but the start and stop times were left out. The start time for the following

holidays will be 10:00 a.m., and the give custody back to whatever otherwise had it will be noon the next day.

THE COURT: Okay.

MR. GIBBS: So we'll start the day out for Father's Day, Mother's Day, and the parents' birthday at 10:00 a.m., and the visitation with the custody time will go until 12 o'clock noon the day after that for those three specific holidays.

THE COURT: It's not necessarily there for Mother's Day because the kid won't be going to school on Mother's Day, but okay.

MR. GIBBS: No.

MR. GRIMES: We didn't ask for this.

MR. GIBBS: Mother's Day's always a Sunday, right?

THE COURT: Yeah, but -- right.

THE PLAINTIFF: Okay. And so is Father's Day.

MR. GIBBS: Right. Yeah.

THE COURT: Okay.

MR. GIBBS: Yeah. So we just wanted to clarify those terms. And then we won the coin toss on the other term.

MR. GRIMES: Yep.

THE COURT: For who prepares, which will be Mr. Gibbs. All right. Look at it closely. I'll look at it very closely because I'll get ornery. All right. Now, we're

still coming back for the school in November, correct?

THE PLAINTIFF: Yes.

MR. GIBBS: Yes, we have some things to discuss.

THE COURT: Okay. All right. Just -- I'm just wanting to make sure we still have that one. That's the last issue on this?

MR. GIBBS: Right.

MR. GRIMES: I am going to ask that -- that both parties are canvassed.

THE COURT: Correct.

MR. GIBBS: Okay.

THE COURT: Well, they're both -- well, we'll need to put Dad back under oath again.

MR. GRIMES: Agreed. But I do want them canvassed. There's a lot here. There's a lot of financial issues.

THE COURT: There is.

MR. GRIMES: And I don't want anybody coming back later saying they did not understand.

THE COURT: Okay. And Mom is already under oath. We need to put Dad back under oath.

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 DEFENDANT: Yes.

THE COURT: Thank you.

MR. GIBBS: Okay. What about you -- have you heard the description of what the agreement we made today is?

THE PLAINTIFF: Yes.

MR. GIBBS: And do you understand everything that we've put on the record just now?

THE PLAINTIFF: Yes.

MR. GIBBS: Do you agree with all of those terms as far as the finances?

THE PLAINTIFF: Yes.

MR. GIBBS: And so far as you know --

Strike that, Your Honor. We did leave something out. The parties will each keep any assets in their own names -- own bank accounts --

MR. GRIMES: Yeah.

MR. GIBBS: -- furniture, furnishings, things, and so forth.

THE COURT: Okay. Thank you.

MR. GIBBS: With that added, is there any property that you believe exists that has not been addressed that you know of?

THE PLAINTIFF: No.

MR. GIBBS: And are you agreeable to all of the terms that we just put on the record as far as how you have --

we will handle the finances, the -- the debts, and the -- and the assets in this case?

THE PLAINTIFF: Yes.

MR. GIBBS: And you've agreed to do that by way of compromise; is that correct?

THE PLAINTIFF: Yes.

MR. GIBBS: Okay. Nothing further, Your Honor, for Plaintiff.

MR. GRIMES: Would you do the regular divorce ones as well?

MR. GIBBS: We've decided to waive those because she filed an affidavit early in the case that has all that in it.

THE COURT: There's an affidavit of resident witness that was filed on August 24th, 2018.

MR. GIBBS: I think there was also an affidavit of Plaintiff. If there's not, I can have her sit down --

THE COURT: She -- she did the request for summary disposition --

MR. GIBBS: Okay. That should --

MR. GRIMES: Which is not an affidavit.

THE COURT: -- September 13th, 2018.

MR. GIBBS: Okay. I can canvass her on that.

MR. GRIMES: Okay.

THE COURT: Yes, please canvass her.

MR. GIBBS: All right. So these are just standard questions that have to be done to get a divorce.

THE PLAINTIFF: Uh-huh (affirmative).

MR. GIBBS: Is it true that you and Mr. Gonzalez are married?

THE PLAINTIFF: Yes.

MR. GIBBS: And what is the date you were married?

THE PLAINTIFF: March 30th, 2013.

MR. GIBBS: All right. And is it true that your likes and dislikes have become so divergent and different that you can no longer live together as husband and wife?

THE PLAINTIFF: Correct.

MR. GIBBS: And is there any possibility of reconciliation?

THE PLAINTIFF: No.

MR. GIBBS: And is it true that you have one child together?

THE PLAINTIFF: Yes.

MR. GIBBS: And her name is?

THE PLAINTIFF: [redacted] Gonzalez.

MR. GIBBS: All right. And what is her date of birth?

THE PLAINTIFF: August 27th, 2016.

MR. GIBBS: And was she a resident of Nevada for at

least six months prior to the commencement of this divorce case in 2018?

THE PLAINTIFF: Yes.

MR. GIBBS: And do you know of any other states that might assert jurisdiction over any child custody issues pertaining to her?

THE PLAINTIFF: No.

MR. GIBBS: Were you a resident of Nevada for at least six weeks prior to the commencement of this case in August of 2016 --

THE PLAINTIFF: Yes.

MR. GIBBS: -- 2018. Excuse me.

THE PLAINTIFF: Yes.

MR. GIBBS: Okay. And is it your intention to remain a resident of Nevada for the immediate future so far as you know?

THE PLAINTIFF: Yes.

MR. GIBBS: Do you have any other children -- minor children who have been adopted?

THE PLAINTIFF: No.

MR. GIBBS: And do you -- are you currently pregnant?

THE PLAINTIFF: No.

MR. GIBBS: And is it true that you have resolved

all issues pertaining to custody and visitation in this case with respect to your minor child?

THE PLAINTIFF: Yes.

MR. GIBBS: And you've also today addressed all of the issues pertaining to community property and debts?

THE PLAINTIFF: Yes. Uh-huh (affirmative).

MR. GIBBS: I don't have -- think I have any other questions. Did I miss one?

MR. GRIMES: Yes.

THE COURT: Which one?

MR. GRIMES: Is she asking the Court to enter a full and final divor -- decree of divorce.

MR. GIBBS: Okay.

THE PLAINTIFF: Yes.

THE COURT: Okay.

MR. GRIMES: It's kind of an important one. Yeah.

MR. GIBBS: Yeah.

THE COURT: That -- that is a very important one.

MR. GIBBS: Yeah, okay. Assumed too much. (Indiscernible).

MR. GRIMES: We got that one.

THE COURT: Yeah. That was asked too.

Okay. You want to -- you want to canvass your client?

MR. GRIMES: Enrique, please state your name for the record.

THE DEFENDANT: Enrique Ivan Velazquez-Gonzalez.

MR. GRIMES: Okay. Have you had the opportunity -- have you heard all the terms as they were placed on the record both yesterday and today --

THE DEFENDANT: Yes.

MR. GRIMES: -- regarding custody, property, and -- and dissolution of marriage?

THE DEFENDANT: Yes.

MR. GRIMES: Have you had a chance to ask questions of me regarding those -- those terms?

THE DEFENDANT: Yes.

MR. GRIMES: Have I answered all of those questions for you?

THE DEFENDANT: Yes.

MR. GRIMES: Your language has been an issue. Have you had the opportunity to review and translate those so that you fully understand them?

THE DEFENDANT: Yes.

MR. GRIMES: Okay. Regarding the -- well, we actually did all the custody, but I'm going to do it again so it's all in one place.

THE DEFENDANT: Uh-huh (affirmative).

MR. GRIMES: Regarding the issues of custody, do you believe that the -- the settlement that you've entered into, including the terms that were added today, are in the best interests of [redacted]

THE DEFENDANT: Yes.

MR. GRIMES: Regarding the property, do you believe it's a fair and equitable distribution of the property?

THE DEFENDANT: Yes.

MR. GRIMES: Are you asking the Court to accept this negotiated agreement as a full and final resolution of both custody and property?

THE DEFENDANT: Yes.

MR. GRIMES: Have your wants and likes within the marriage become so diverse that you can no longer remain married as husband and wife?

THE DEFENDANT: Yes.

MR. GRIMES: Are you asking the Court to enter a full and final declaration (sic) of marriage?

THE DEFENDANT: Yes.

MR. GRIMES: Or I'm sorry -- declaration of divorce?

THE DEFENDANT: Yes.

MR. GRIMES: You don't want to be married.

THE DEFENDANT: No.

MR. GRIMES: All right. With regard to the handling

of this case, have -- are you satisfied with the conduct of your attorney and the work that he has done on your behalf?

THE DEFENDANT: Yes.

MR. GIBBS: Okay. With that, I'll submit, Your Honor.

THE COURT: Ms. Gonzalez, are you satisfied with the work that your -- that your attorney has provided you?

THE PLAINTIFF: Yes.

THE COURT: Okay. Fantastic.

All right. The Court finds that it has both personal and subject matter jurisdiction over the issues that was presented to it, that the parties are entitled to a full and final decree of divorce subject to the terms and conditions that was placed on the record earlier, and the parties are now returned to the status of single, unmarried persons.

Do not run out and get married until you see a document with my signature on it that says you are divorced. Okay?

THE DEFENDANT: Yes.

THE COURT: All right.

Congratulations.

THE DEFENDANT: Thank you.

THE PLAINTIFF: Thank you.

THE COURT: Go enjoy that beautiful daughter that I -- I know she's got to be beautiful. I haven't seen any pictures of her, but I know she's beautiful.

THE DEFENDANT: She is.

THE COURT: And just remember, everything you do to each other, you're doing to her.

THE PLAINTIFF: Uh-huh (affirmative).

THE DEFENDANT: True.

THE COURT: Okay. All right. Have a good day.

MR. GRIMES: Thank you, Your Honor.

(PROCEEDINGS CONCLUDED AT 2:07:58)

* * * * * *

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

TRANS

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CLERK OF COURT

EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

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

BEFORE THE HONORABLE MARY PERRY
DISTRICT COURT JUDGE

TRANSCRIPT RE: MOTION

WEDNESDAY, DECEMBER 22, 2021

APPEARANCES:

The Plaintiff: LUBA GONZALEZ
For the Plaintiff: BENJAMIN CHILDS, ESQ.
[redacted]

CHRISTOPHER BURKE, ESQ.
(videoconferencing)
[redacted]

The Defendant: ENRIQUE VELAZQUEZ-GONZALEZ
For the Defendant: MELVIN GRIMES, ESQ.
(videoconferencing)
[redacted]

LAS VEGAS, NEVADA WEDNESDAY, DECEMBER 22, 2021

PROCEEDINGS

(THE PROCEEDINGS BEGAN AT 11:30:50)

THE COURT: All right. Good morning, we're on the record in Case Number D-18-575860-D Gonzalez versus Gon -- Velazquez-Gonzalez. May I please have appearances? And let's start with the gentleman that's in the courtroom, Mr. Childs?

MR. CHILDS: Benjamin Childs for the Plaintiff, Luba Gonzalez, also known as Snow now and Luba is present.

THE COURT: All right. And, Mr. Burke?

MR. BURKE: Good morning, Christopher Burke, Ms. Snow's bankruptcy counsel.

THE COURT: Thank you. And, Mr. Grimes?

MR. GRIMES: Good morning, Your Honor, Melvin Grimes, Bar Number 12972, for Enrique, he is present in my office located over my left shoulder.

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.

Plaintiff's share could have been placed in the attorney's trust account until the bankruptcy court reached its decision so that it would not have adversely affected the new buyers of the property or the Defendant of the property. That is about all I can say when it comes to the bankruptcy

court. We're going to have to just put this case off now, because there is an automatic stay. But the -- but the Trustee and the Court will have the Family Court's input on this.

MR. CHILDS: Well, it'll be -- so then I'm just making sure that that's in the Minutes. Otherwise --

THE COURT: Correct. It's going --

MR. CHILDS: -- we're not going to have --

THE COURT: -- to be in the Minutes, and I'm going to have Mr. -- and Mr. Grimes can do an order that this is -- the proceedings -- there's now a stay on the proceedings until the bankruptcy court is complete.

MR. CHILDS: Yeah, and I don't even mind doing that order. That's fine.

THE COURT: All right. Mr. Grimes, will you please do the order for me?

MR. GRIMES: I -- I have no -- I -- I have no problem doing that. Mr. --

THE COURT: I cannot do anything to force the sale to continue.

MR. GRIMES: But -- Your Honor, I -- I understand that. I want to make the record clear on a couple of issues. One, it was a race to the courthouse. I did not mislead this Court, I checked PACER at the time I was writing it, I did not

see the filing.

THE COURT: Correct. Well --

MR. GRIMES: But I will tell the Court --

THE COURT: -- I --

MR. GRIMES: -- that --

THE COURT: -- if I'm not mistaken, yours was filed the night before the actual filing of the bankruptcy court.

MR. GRIMES: No, it was after. That's why --

THE COURT: All right. Well --

MR. CHILDS: It was after.

MR. GRIMES: -- that's why --

THE COURT: -- it's -- it's -- it's -- it is a race to the courthouse and I know Mr. Grimes -- I know Mr. Grimes would not purposefully go against the automatic stay. And if he would've been a little bit -- a little bit quicker, and you know, instead of being tied up in my court with another case, he probably would've beat you.

MR. CHILDS: Yeah, that's why he's saying that though. I'm --

THE COURT: Yeah.

MR. GRIMES: And -- and I heard that clear. I -- I said it in my motion for an order to show case, it was a race, I lost the race.

THE COURT: Correct.

MR. GRIMES: However, I do --

MR. CHILDS: Right.

MR. GRIMES: -- want to put on the record, because now they have filed a motion for an order to show cause against me and my firm in Federal Court asserting that I violated section (a) of 3 -- Section 362. 362(a) has several exceptions contained in 11 U.S.C. Section 362 --

MR. BURKE: Judge, Christopher Burke. I would object to arguing bankruptcy --

MR. GRIMES: I'm not arguing --

MR. BURKE: -- issues in front of --

MR. GRIMES: -- I'm making --

MR. BURKE: -- you.

MR. GRIMES: -- a record.

THE COURT: He's making --

MR. BURKE: You've ordered and made --

THE COURT: Sir --

MR. BURKE: -- your decision.

THE COURT: Mr. Burke, I'm going to allow Mr. Grimes to put his -- you know, put this on the record.

MR. GRIMES: And -- and I'm only doing this, because I -- I think the Court needs to know we haven't violated the stay. And -- and let me be clear, section 20 -- or paragraph (20) of section (b) says under section (a), any act to enforce

any lien against or security interest in real property following entry of the order under subsection (d)(4) as to real property in any prior case -- that would be the divorce -- for a period of two years after the date of entry which was before the -- the bankruptcy -- except that the debtor in a subsequent case under this case -- Title may move for relief. I'm sorry, under subsection (d)(4) -- and I'll get to (d)(4) in just a second.

But (d)(4) -- and this is why we believe it's an exception -- says that with respect to a stay of an act against real property under subsection (a) by a creditor whose claim is secured by an interest in the real property which the Court just said if the Court finds that the petition was part of a scheme to delay, hinder, defraud the transfer of all or part ownership or other interest in such real property without the consent of the secured. That would be Enrique. They don't get his consent. So, we are not in violation of the stay.

That said, we also have an order to show cause that's been issued. We have only sought criminal contempt, and I'm asking the Court today if the Court's going to proceed on that or now withdraw that -- that order and deny the motion. I'm okay either way. I think the Court needed to do what it did and I appreciate it. I will put those findings in

the order and submit it.

THE COURT: All right. Well, right now there is a stay. I can't -- you know, I believe my hands are tied right now at this point.

MR. GRIMES: Okay.

THE COURT: I believe the attorneys involved probably could stipulate so that the decree of divorce is properly enforced, because I believe all the attorneys here knows he's going to get his share of this house. He's going to get his share. It's -- the bankruptcy is not going to stop that from happening. But I believe the parties can agree to go ahead and let the sale go through and put -- and put the Plaintiff's share in -- in even her attorney's trust accounts.

MR. GRIMES: And I would defer to the bankruptcy attorney, because I --

THE COURT: But I've got to defer to the bankruptcy court because I'm not sure.

MR. GRIMES: I -- I believe that's actually up to the Trustee and not the attorney.

THE COURT: Okay. All right. Well, but that could be --

MR. GRIMES: Chris, is that true?

THE COURT: -- a quick phone number to the Trustee, hey, we've got this sale that's about to fall through because,