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GARIN LAW GROUP
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Attorneys for Defendants
Melvin Grimes and the
Roberts Stoffel Family Law Group

DISTRICT COURT

CLARK COUNTY, NEVADA

LUBA DACE, Plaintiffs, vs. MELVIN GRIMES, BENJAMIN CHILDS, LAW OFFICE OF BENJAMIN B. CHILDS, MARY PERRY Defendants.	Case No: A-25-922833-C Dept. No.: 29 **APPENDIX TO MELVIN GRIMES AND ROBERTS STOFFEL FAMILY LAW GROUP'S REPLY IN SUPPORT OF THE SPECIAL MOTION TO DISMISS UNDER NRS 41.660 (ANTI-SLAPP)** **Hearing Date: September 23, 2025** **Hearing Time: 9:30 a.m.**

Defendants MELVIN GRIMES and the ROBERTS STOFFEL FAMILY LAW GROUP, erroneously sued as the Law Office of Roberts Stoffel by and through their counsel of record at Garin Law Group, hereby file their Appendix in to the Reply in Support of the Special Motion to Dismiss Plaintiff's Complaint under NRS 41.660 (Anti-SLAPP).

Exhibit	Description	Bates Nos.
1	Supreme Court Docket	001-005
2	Complete "Transcript of March 4, 2022 Hearing," filed by Plaintiff as Doc. 87 (and later stricken because it was not prepared by the Court) *In re: Luba Snow*, Case 21-15676-	006-126

Case Number: A-25-922833-C

	nmc	
3	Plaintiff's Supplemental Briefing on Damages	127-159
4	Bankruptcy Docket	160-173
5	January 2, 2025, Findings of Fact and Conclusions of Law and Order (Post-Judgment)	174-215

DATED this 16th day of September, 2025.

GARIN LAW GROUP

By: */s/ Angela Ochoa*
JOSEPH P. GARIN, ESQ.
Nevada Bar No. 6653
ANGELA N. OCHOA, ESQ.
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[redacted]

Attorneys for Defendant
Melvin Grimes and the
Roberts Stoffel Family Law Group

GARIN LAW GROUP [redacted]

CERTIFICATE OF SERVICE

I hereby certify that on the this 16th day of September, 2025, I served of the foregoing **APPENDIX TO MELVIN GRIMES AND ROBERTS STOFFEL FAMILY LAW GROUP'S REPLY IN SUPPORT OF THE SPECIAL MOTION TO DISMISS UNDER NRS 41.660 (ANTI-SLAPP)** was made pursuant to NRCP 5(b) to the following parties utilizing the Court's E-File/ServeNV System:

Luba Dace [redacted] Las Vegas NV, 89178	Benjamin B. Childs, Sr., Esq. [redacted] BENJAMIN B. CHILDS, LTD. [redacted] Attorney for Defendants Benjamin Childs and Law Office of Benjamin B. Childs

/s/ Juan Cerezo
An Employee of GARIN LAW GROUP

GARIN LAW GROUP

EXHIBIT 1

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Combined Case Information: 90570

Short Caption:	GONZALEZ VS. VELAZQUEZ-GONZALEZ (CHILD CUSTODY)	**Court:**	Supreme Court
		Related Case(s):	84759
Lower Court Case(s):	Clark Co. - Eighth Judicial District - D575860	**Classification:**	Civil Appeal - Family Law - Fast Track Child Custody
Disqualifications:		**Case Status:**	Fast Track Briefing in Progress
Replacement:		**Panel Assigned:**	Panel
To SP/Judge:		**SP Status:**	
Oral Argument:		**Oral Argument Location:**	
Submission Date:		**How Submitted:**	
	Expedited		

+ Party Information

+ Due Items

Docket Entries

Date	Type	Description	Pending?	Document
05/05/2025	Filing Fee	Filing Fee due for Appeal. (SC)		
05/05/2025	Notice of Appeal Documents	Filed SEALED Notice of Appeal/Fast Track. Filed certified copy of notice of appeal. (SC)		
05/05/2025	Notice/Outgoing	Issued Notice to Pay Supreme Court Filing Fee. No action will be taken on this matter until filing fee is paid. Due Date: 7 days. (SC)		

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05/09/2025	Filing Fee	Filing Fee Paid. $250.00 from Emily McFarling. check no. 1420. (SC)	
05/09/2025	Notice/Outgoing	Issued Notice Appeal Docketed FTCC. Appeal Docketed-NRAP 3E. Rough draft transcript request due: 14 days; Docketing statement due: 21 days; Fast track opening brief due: 60 days. (SC)	25-20893
05/22/2025	Transcript Request	Filed Appellant's Request for Transcript of Proceedings. Transcripts requested: 03/21/23, 04/06/23, 08/03/23, and 08/31/23. To Court Reporter: Transcript Video Services. (SC)	25-22894
05/22/2025	Transcript	Filed Notice from Court Reporter. Transcript Video Services, stating that the requested transcripts were delivered. Dates of transcripts: 08/31/23, 08/03/23, 04/06/23, and 03/21/23. (SC)	25-22969
05/28/2025	Docketing Statement	Filed Appellant's Docketing Statement Civil. (SC)	25-23728
06/18/2025	Notice of Appeal Documents	Filed District Court Sealed Exhibit List(SC)	
07/08/2025	Order/Clerk's	Filed Order Granting Extension Per Telephonic Request. Appellant's fast track opening brief and appendix due: July 15, 2025. (SC)	25-29728
07/15/2025	Motion	Filed Appellant's Motion for Permission to Enlarge the Type-Volume Limitation on Fast Track Opening Brief. (DETACHED BRIEF AND FILED SEPARATELY PER ORDER FILED ON 8/1/25) (SC)	25-30836
07/15/2025	Appendix	Filed Appellant's Index Volume to Appendix to Fast Track Opening Brief. (SC)	25-30837
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 1 Part 1. (SC)	25-30838
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol.1 Part 2. (SC)	25-30839
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol.1 Part 3. (SC)	25-30840
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol.1 Part 4. (SC)	25-30841
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol.1 Part 5. (SC)	25-30842

07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol.1 Part 6. (SC)	25-30843
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol.2 Part 1. (SC)	25-30844
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol.2 Part 2. (SC)	25-30846
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol.2 Part 3. (SC)	25-30847
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 3 Part 1. (SC)	25-30848
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 3 Part 2. (SC)	25-30849
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 3 Part 3. (SC)	25-30850
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 3 Part 4. (SC)	25-30851
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 4 Part 1. (SC)	25-30852
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 4 Part 2. (SC)	25-30853
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 4 Part 3. (SC)	25-30854
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 4 Part 4. (SC)	25-30855
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 5 Part 1. (SC)	25-30856
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 5 Part 2. (SC)	25-30857
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 6. (SC)	25-30858
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 7. (SC)	25-30859
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 8 Part 1. (SC)	25-30860
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 8 Part 2. (SC)	25-30861
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 8 Part 3. (SC)	25-30862
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 9 Part 1. (SC)	25-30863
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 9 Part 2. (SC)	25-30864

07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 10 Part 1. (SC)	25-30865
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 10 Part 2. (SC)	25-30866
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 10 Part 3. (SC)	25-30867
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 11 (SC)	25-30868
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 12. (SC)	25-30869
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 13. (SC)	25-30870
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 14. (SC)	25-30871
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 15. (SC)	25-30872
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 16 Part 1. (SC)	25-30873
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 16 Part 2. (SC)	25-30874
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 17 Part 1. (SC)	25-30875
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 17 Part 2. (SC)	25-30876
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 17 Part 3. (SC)	25-30877
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 18 Part 1. (SC)	25-30878
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 18 Part 2. (SC)	25-30879
07/15/2025	Appendix	Filed Appellant's Appendix to Fast Track Opening Brief - Vol. 19. (SC)	25-30880
08/01/2025	Order/Procedural	Filed Order Granting Motion. Appellant's motion for leave to file a fast track opening brief in excess of the type-volume limitation is granted. The clerk of the court shall detach the brief from the motion filed on July 15, 2025, and file it separately. Respondent shall have 21 days from the date of this order to file and serve the fast track answering brief. (SC)	25-33809
08/01/2025	Fast Track Brief	Filed Appellant's Fast Track Opening Brief. (SC)	25-33810

08/21/2025	Motion	Filed Respondent Motion to Extend Time to File Fast Track Answering Brief [First Request] (REJECTED PER NOTICE ISSUED ON 08-22-2025)(SC)	
08/22/2025	Notice/Outgoing	Issued Notice of Rejection of Filed Document(Motion to Extend Time to File Fast Track Answering Brief(SC)	25-36951
08/22/2025	Notice/Incoming	Filed Respondent's Notice of Appearance for Amanda M. Roberts. (Counsel Updated.) (SC)	25-36975
08/22/2025	Motion	Filed Respondent's Motion to Extend time to File Fast Track Answering Brief. (SC)	25-36990
09/08/2025	Order/Procedural	Filed Order Granting Motion. Respondent shall have until September 19, 2025, to file and serve the fast track answering brief. (SC)	25-39225

Original Case View

EXHIBIT 2

CHRISTOPHER P. BURKE, ESQ.
[redacted]
Attorney for Debtor

ECF Filed on 4/15/22

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In Re:	Case No.: 21-15676-NMC
LUBA SNOW	Chapter 7
Debtor.	

TRANSCRIPT OF MARCH 4, 2022 HEARING

COMES NOW, Debtor Luba Snow ("Debtor" or "Snow"), and submits the following document: Transcript of the Hearing held on March 4, 2022 (see attached). Snow had ordered the C.D. of the hearing and later had it transcribed.

DATED this 15th day of April, 2022.

/s/ Christopher P. Burke, Esq.
Christopher P. Burke, Esq.
Attorney for Debtor

CERTIFICATE OF SERVICE

I hereby certify that the 15th day of April, 2022, I caused the above and foregoing Transcript of March 4, 2022 Hearing, to be sent by electronic notice through the Court's ECF program and or depositing same in the United States Mail, first class, postage prepaid, in a securely sealed [redacted] and addressed to the last known address of the following:

Melvin R. Grimes, Esq.
Roberts Stoffel Family Law Group
[redacted]

/s/Adriana Pelayo
Employee of
Christopher P. Burke, Esq.

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AFFIDAVIT FOR TRANSCRIPTIONS OF SAID DOCUMENTS

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- I affirm that such transcriptions have been prepared by a duly qualified transcriber, who has confirmed that such transcriptions are, to the best of their knowledge and belief, true and accurate transcriptions.

- I declare under the penalty of perjury that the forgoing is true and correct. Notwithstanding the foregoing affirmations, no liability is assumed for errors and omissions in the transcriptions of the attached documents.

- Executed on this First day of April , 2022 in Los Angeles, California.

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Female Speaker 1: Benji Rollins
Male Speaker 2: Christopher Burke
Male Speaker 3: Melvin Grimes
Female Speaker 4: Judge
Male Speaker 5: Philip David Dace
Female Speaker 6: Courtroom Deputy
Male Speaker 7: Benjamin Boones Childs
Male Speaker 8: Enrique Velazquez Gonzalez
Female Speaker 9: Luba Snow
[O/V]: Overlapping Voices
[U/A]: Unintelligible audio

[START RECORDING [Croom3]

09:39:07

Benji Rollins: This is Benji Rollins speaking from the courtroom. We're now on record on the court's [U/A] calendar, [U/A] residing. And the only matter on the calendar today is in regards to Luba Snow, case number 21-15676. May we have appearances please?

Mr. Burke: Good morning, your honor. Christopher Burke for Ms. Snow.

Mr. Grimes: Good morning, your honor. Melvin Grimes for Enrique Velasquez Gonzalez, he is present in my office seated to my right.

Ms. Snow: Good morning, your honor, this is Luba Snow in Mr. Burke's office.

Judge: Excuse me. Good morning. All right. Is that everybody that's making appearance?

Mr. Burke: Your honor Mr. Childs is a witness, so he is going to mute out until he's called as a witness. And just for the record, Ms. Snow is not as the same office as me and Mr. Dace will testify, will be in a separate office also.

Judge: All right. Are they both by themselves in your respective rooms?

Mr. Burke: Yes.

Judge: Okay. And is that the same for you Mr. Grimes, respecting to your witness?

Mr. Grimes: Apologies, I kept the mute on. No, Enrique is sitting to my right, and unless the court wants him, I will have him leave the office if the court wants that; if not, he will be here until he is called as a witness and then I will simply do that.

Judge: Perfect. Yes. I-, just from past experiences if you are in the same room, I do like to see both of you in the picture so that I can see what the witness sees.

Mr. Grimes: Okay.

Judge: Thank you. All right. So, I'm going to-, I guess, let's talk about some housekeeping matters such as the exhibits. Has there been any, any objections to exhibits or are we going to just-, as they're offered talk about objections and [U/A] stipulations, [U/A] admitted at this point? What do we have Mr. Burke?

Mr. Burke: I have 16 exhibits. I don't know if Mr. Grimes objects to any of them?

Mr. Grimes: [U/A] I apologize. The issue is I got your list, I haven't actually gotten the exhibits, although what you reference, I think I had most of, anyway. I didn't see anything that I would likely object to. So, I would suggest we do it as you introduce them. Your honor I don't expect there to be any objections to the exhibits.

Judge: [U/A] are on the docket.

Mr. Grimes: Yeah.

Judge: [U/A] tell, so you do have access to them. Give me a second, I want to make sure [U/A] the exhibits are in docket, docket 60, and there is a witness list and exhibit list for Mr. Burke's clients at the witness list in docket 59, and the exhibit list is at docket 61 and Mr. Grimes I don't see any such list from you.

Mr. Grimes: I submitted no exhibits your honor.

Judge: All right. And as my scheduling order had indicated I'm going to allow a direct testimony via the alternate direct testimony procedure which is the [U/A] operations as direct

testimony and then I'll allow for a cross examination of the witnesses. Is there-, is there any issues that I need to go over at this point regarding that?

Mr. Burke: Your honor, so basically, I'll call my first witness and Mr. Grimes will start the questioning and then I'll respond after that.

Judge: Yes, I have recently, and it worked out okay, if you would like to do it this way I don't mind if you essentially [U/A] declaration by summarizing the testimony and then allowing a cross examination, as long as the summary does not differ from the declaration. But, but, I've, I've also read the declaration, so I don't feel like it's necessary to do so for my, for my benefit. I have them, I've read them, they're available on the docket. So yes, your-, what you just described is completely appropriate [U/A] as a cross.

Mr. Grimes: I have never done this before, so if I screw it up, I apologize. I, I will do-, I have reviewed the rules in trying to prepare for today, but I don't normally practice in this court. I'm-, if I mess up your honor, all I can do is say I'm sorry and I will do my best.

Judge: Well, it's-, I agree. At first [U/A] the concept of starting a new cross is a difficult but just consider-, the declarant has already testified, and you can begin your cross examination. So-, okay. We'll deal with that. I will allow opening statements limited to 15 minutes on both sides if either of you are interested in opening statements. Mr. Burke?

Mr. Burke: Your honor, I'll pass on opening.

Judge: Okay. Mr. Grimes, is there any statement that you want to make initially? You're on mute. Mr. Grimes you're on mute, I don't-, I can't hear you. You're still muted. Ms. Rollins are you able to unmute Mr. Grimes?

Mr. Burke: You can bring this to [U/A] don't unmute him with the video yet [U/A].

Benji Rollins: Your honor it looks like his image is frozen and now he's disappeared from my screen so…

Judge: Okay. We'll just wait for him to rejoin, then.

Benji Rollins: Thank you.

Judge: All right. I'm going to mute myself and go black until he comes back. So…

Benji Rollins: Right. Yes. We'll go off record then.

Judge: [U/A].

Benji Rollins: Do you mind if we go off record while we wait, your honor?

Judge: No, let's, let's go off record.

Benji Rollins: Thank you.

Judge: All right. We are on record again and I think we were-, Mr. Grimes you were trying to tell me something.

Mr. Grimes: What I was trying to say, your honor, and I apologize as you started speaking my screen went blank and I could hear you, I couldn't unmute and then I went blue screen and so I just had to reboot, and I apologize.

Judge: No problem. All right. What were we discussing? We had gotten to the statement… Are you going to make any type of an opening statement?

Mr. Grimes: I believe I heard Mr. Burke say he was going to waive opening; I will waive opening as well.

Judge: All right then, I'm, I'm ready to start with Mr. Burke, if you want to start with offering the declaration of your witness.

Mr. Burke: Yes, judge. I'm going to call Mr. Philip Dace.

Judge: Mr. Dace if you would turn the camera on in your room. Thank you. Good morning, and I'm going to have-

Mr. Dace: Morning.

Judge: -my courtroom deputy swears you in.

Mr. Dace: Okay.

Courtroom Deputy: Thank you for raising your right hand, Mr. Dace. Do you affirm to tell the truth in this matter before the bankruptcy court under the penalties of perjury?

Mr. Dace: I do.

Courtroom Deputy: Thank you. If you don't mind, please, because we are recording by audio if you could state your name and then spell it for the record?

Mr. Dace: I'm Mr. Philip David Dace, P-H-I-L-I-P D-A-V-I-D D-A-C-E.

Courtroom Deputy: Thank you.

Mr. Burke: Your honor, Mr. Dace did a declaration, it's at docket number 53 and I'll briefly summarize. He and Ms. Snow have known each other and lived together for approximately three or four years, and he's seen firsthand the effect of the bankruptcy filing in conjunction with the Family Court pleadings on Ms. Snow and that's what he's here to testify about today. How it's affected him, her, and both of them together. Thank you.

Judge: All right. Mr. Grimes you may cross examine witness. You're still on mute, Mr. Grimes.

Mr. Grimes: I am trying to pull up his Affidavit?

Judge: Declaration?

Mr. Grimes: Declaration.

Judge: That's docket 53.

Mr. Grimes: I don't understand why it's not opening [U/A]. All right. Mr. Dace, your assertion is that the filing for this bankruptcy has upset Ms. Snow, is that correct?

Mr. Dace: It's not the filing of the bankruptcy, it's the filings that preceded the bankruptcy.

Mr. Grimes: So, specifically your assertion is that the three-year prolonged divorce proceeding, and property and custody dispute is what has upset her?

Mr. Dace: No. My testimony is that what has upset her is the filing of the most recent motion after her bankruptcy filing where she thought she was going to go to jail.

Mr. Grimes: Oh. And why is it she believed she was going to go to jail?

Mr. Dace: She believes she was going to jail because we received a motion written by you where you were seeking jail time on behalf of your client, Enrique Gonzalez.

Mr. Grimes: So you read the pleadings?

Mr. Dace: I did read the pleadings.

Mr. Grimes: Okay. At any time in that pleading that you read, did anyone seek to take control of the house?

Mr. Dace: I'm not sure, the nature of the question. Seek control of the house?

Mr. Grimes: Did anybody ask for your or Ms. Snow's eviction from the home?

Mr. Dace: I'm not sure that anyone would, would have the right to evict us from our home.

Mr. Grimes: Mr. Dace I understand that you don't-, I've been dealing with your testimony for three years, and I realize you don't like to answer the question that's asked. But was anything in the pleading that you saw asked for your eviction?

Mr. Dace: I don't specifically remember that. No.

Judge: Mr. Grimes, I don't need the extra comments, I haven't had this [U/A] for three years and I haven't found anything that Mr. Dace has done to be problematic at this point, so you can leave your comments out of the [U/A].

Mr. Grimes: My apologies, your honor. Mr. Dace did anything in that motion, again, only what you read and what you saw, did anything in that motion asked for any monetary relief?

Mr. Dace: I don't really remember many of the specifics other than the 25 days in jail, that's kind of the main part of the motion that's really caused us a lot of stress. So, if there is other details in the motion, I believe they're there I'm just not particularly concerned with them.

Mr. Grimes: Okay. So, your tes- I want to make sure [U/A] your testimony is that the only thing that you're sure of is that the motion in order to show cause requested 25 days in jail?

Mr. Dace: I'm definitely certain it requested 25 days in jail, because that's caused our family a lot of distress.

Mr. Grimes: Okay. Again, and only if you know, do you know where the 25 days in jail comes from?

Mr. Dace: 25 days in jail comes from… I don't-, my assumption is it's punitive… Something was done wrong so it's punitive...

Mr. Grimes: [U/A] question, do you know whether or not that came from a statute or whether or not I, I simply made that up in the motion?

Mr. Dace: I don't know.

Mr. Grimes: All right. I have no further questions.

Mr. Burke: Your honor if I may?

Judge: Yes. Go ahead speak [U/A].

Mr. Burke: Thank you. I'll go a little bit outside. I'm sure the court will [U/A] does. Mr. Dace do you have any legal training?

Mr. Dace: No. I don't have legal training. I'm currently in an undergraduate program for prelaw, so I don't know if that counts as legal training but that's-, I'm currently taking courses.

Mr. Burke: Okay. Thank you. Do you recall whether the motion asks or was filed because it delayed the sale of the house?

Mr. Dace: My understanding is that the motion was filed-, yes, because it delayed the sale of the house.

Mr. Burke: And when you said, "This has caused us stress," if you could just give a little more detail. In particular can you tell me what Ms. Snow's personality is normally like?

Mr. Dace: Yes. She's I guess you can say happy-go-lucky, she's a really open, caring, loving woman. She's very juvenile, bubbling personality. That is how I've gotten to know her. I

dated her for four years, so I've known her since 2012-2013, so I feel like I know her personality pretty well.

Mr. Burke: Have you noticed a change in that personality?

Mr. Dace: Yes, I have over the last-

Mr. Burke: And when did you-… Yeah. When did you first notice that?

Mr. Dace: I would say two to three-

Mr. Grimes: I'm going to object at this point. He is way beyond the scope of my question at this point.

Mr. Burke: [U/A] your honor, one of the answers was that "It has caused us stress" and I was just trying to get an elaboration on that.

Judge: All right, I think that's fine, I'm going to overrule the objection. Please proceed.

Mr. Burke: And I don't have many more questions, your honor, to the extent that Mr. Grimes' concerned. Mr. Dace you said you've noticed a change in Ms. Snow in the last few months, and how-, what's the change that you've noticed?

Mr. Dace: Well, she's very stressed. She, she hadn't been sleeping, you know? The thought of going to jail for 25 days has really, really upset her. We had to put our affairs in order as far as what was going to happen with her daughter and, you know, leading up to this she doesn't have any experience with prisons. So, I showed her a show that I had found called "Sixty days in" which is where people who don't have criminal history go in and subject themselves to jail, I don't know what else to do. I was just trying to give her anything to help her. I felt helpless for her. I-, It was-, It was bad.

Mr. Burke: So, you were trying to help prepare her in case she had to go to jail for 25 days?

Mr. Dace: Yeah. Yeah. I didn't want to expose her to anything that would've upset her, but at the same time I didn't know what else to do.

Mr. Burke: And how does it affect your relationship?

Mr. Dace: Very poorly. We had to-, we do have a strong relationship, we still do, it's just we had a real rough patch where, you know, we didn't actually break up but there was-, it seemed like it was headed at that direction and now we're on a different path, but it caused our relationship a lot of stress.

Mr. Burke: And is that in the last few months?

Mr. Dace: Yeah. That would be in the last two to three months, I'd say.

Mr. Burke: Is there anything you want to add?

Mr. Dace: Outside of what's in the declaration just that this has caused our relationship a lot of stress. I've seen it affect Luba just negatively, her weight's dropped. She's already a thin woman, but her weight went from really thin to really thin and it's-, I guess that's all I have to say at this time.

Mr. Burke: Thank you. No further questions.

Judge: Mr. Grimes, you're on mute.

Mr. Grimes: [U/A].

Judge: [U/A] limited to what was just discussed?

Mr. Grimes: Mr. Dace, do you currently live in the [redacted] home?

Mr. Dace: Yes.

Mr. Grimes: And to be clear, that property is mutually owned between Ms. Snow and Mr. Velasquez Gonzalez, correct?

Mr. Burke: Objection, calls to legal conclusion.

Judge: Mr. Grimes, you want to restate that question?

Mr. Grimes: I will tell the court-, I withdraw the question. I have nothing further for this witness.

Judge: All right. Thank you. Mr. Burke-, or actually, I'm sorry, Mr. Dace, I think we're done here with you. Thank you.

Mr. Dace: [U/A].

Judge: If you were in court, I would say you could step down but you can stay if you would like. All right. Mr. Burke, you want to call your next witness.

Mr. Burke: Yes, your honor. It would be Mr. Childs, I'm going to have my office, I'm just going to black my screen and have my office contacted [U/A]. Hello, Mr. Childs, thank you for being so efficient.

Judge: [U/A] Ms Rollins to swear in the witness, please.

Benji Rollins: Thank you, your honor. Thank you for raising your hand, Mr. Childs. Do you affirm to tell the truth in this matter before the bankruptcy court under the penalties of perjury?

Mr. Childs: Yes, I do.

Benji Rollins: Thank you. Would you please state and spell your name for our record?

Mr. Childs: Benjamin Boone Childs. B-E-N-J-A-M-I-N B-O-O-N-E Childs, C-H-I-L-D-S. Senior. I Have a son with the same name.

Benji Rollins: Thank you.

Mr. Burke: Your honor, like before, I'd like to just summarize Mr. Child's testimony.

Judge: Fine. Please proceed.

Mr. Burke: Thank you. Mr. Childs was hired after the bankruptcy filing to help Ms. Snow deal with the motions that were filed in the Family Court because of the bankruptcy filing and Mr. Childs put his declaration in, which is Exhibit 54, to testify as to how much Ms. Snow had paid him, how much she owes him potentially because of what's going on in this case, and then also he's to testify as to any affect he's seen on Ms. Snow over the last few months based upon the motions that were filed in Family Court. Thank you.

Judge: Thank you. Mr. Grimes you may do your cross- you may cross examine the witness.

Mr. Grimes: Mr. Childs, do you practice family law in the judicial district?

Mr. Childs: Yes.

Mr. Grimes: Are you familiar with the process of filing an order to show cause?

Mr. Childs: Uh. Yes.

Mr. Grimes: And again, only if you are aware, who actually issues an order to show cause?

Mr. Childs: Well the judge signs the orders. There is a procedure in EECR 5 with a very specific procedure about how it's approached and there is an affidavit and then an order is submitted to the, to the judge.

Mr. Grimes: Okay. And in representation of Ms. Snow, you reviewed the procedures that were followed with regards to this order to show-, order to show cause?

Mr. Childs: No. It did already happen by the time I go hired.

Mr. Grimes: So, you've not reviewed the docket or the subsequent order?

Mr. Childs: Well, I reviewed the order; I didn't review the procedures to get the order.

Mr. Grimes: Okay. The order to show cause, who was it signed by?

Mr. Childs: I assume Judge Perry.

Mr. Grimes: Okay. So, to be clear the order to show cause was issued by the Department [U/A] in the H Judicial District, correct?

Mr. Childs: Yeah. I can-, I have the exhibits here, I can actually get the order. But yeah, Judge Perry issued them.

Mr. Grimes: Okay. And you were present at a hearing regarding that order to show cause?

Mr. Childs: Yes. December 22nd.

Mr. Grimes: Okay. Can you summarize for the court what the court order did that time?

Mr. Childs: Court made no orders because of the bankruptcy filing.

Mr. Grimes: Did they make any judicial findings that would've been part of the record?

Mr. Childs: Absolutely.

Mr. Grimes: Okay. And those excluded that the marital home was always community property?

Mr. Burke: Objection. Relevance.

Judge: Mr. Grimes?

Mr. Grimes: Your honor the-, we, we have plead that this was an exception to assert a legal lien on the home that's an exception to the 362 stay; therefore the, the fact that he had a legal claim to that home actually goes to our defense.

Judge: Sure. I will overrule the objection.

Mr. Childs: [U/A] I'd have to review the transcript because there was never a written order.

Mr. Grimes: So, you're saying you don't recall whether or not the judge made specific findings that the home was community property?

Mr. Childs: Yes, I'm saying I don't make-, I don't have a specific recollection of that.

Mr. Grimes: Okay. And you don't recall whether or not the judge made findings about whether or not Ms. Snow, your client, fraudulently obtained [U/A] containing Enrique's signature?

Mr. Childs: I'd have to review the transcript.

Mr. Grimes: Okay. And that-, you're also testifying today that you don't recall whether or not that even if it wasn't obtained fraudulently, that the court would have also found that obtained what signature she did get through coercion by withholding [U/A]?

Mr. Childs: I'd have to review the transcript, judge. I know she did-, she put findings on the record, but I'd have to review the transcript as to whether they actually were.

Mr. Grimes: Okay. How long have you practiced family law?

Mr. Childs: 32 years.

Mr. Grimes: Do you think it would be stressful and create great havoc in a person's life to have their money tied up by someone else?

Mr. Childs: It could.

Mr. Burke: Judge, he calls to speculation.

Mr. Grimes: [U/A] practices family law for 32 years and that's what he does for a living, if he doesn't know, I would've accept "I don't know," but I do think it's relevant given the position of Ms. Snow that there's been substantial emotional harm.

Judge: Mr. Grimes, I don't see the relevance in just in general that whether he thinks that some hypothetical person would feel it, and if you want to ask Ms. Snow which I see is going to be a witness here whether she felt it. That would be relevant. I just say we move on.

Mr. Grimes: All right. Again Mr. Childs, you were present for the hearing on December 22nd, correct?

Mr. Childs: Yes.

Mr. Grimes: To your recollection did my office, did my client-, I'm sorry, let me break this down so it's not compound. Did I personally do anything to push [U/A] or seek jail time on the hearing of the 22nd?

Mr. Childs: Yes.

Mr. Grimes: I did? What did I do?

Mr. Childs: You filed a declaration on December 17th and, I assume, drafted the declaration for your client to sign seeking the order to show cause.

Mr. Grimes: And again, maybe I didn't make the question clear. I'm talking about-, at the hearing on the 22nd, did my-, did I do anything to try to further or advance a finding of contempt?

Mr. Childs: I'd have to review the transcript. I think you were arguing for jail time but [U/A] I recall.

Mr. Grimes: Okay. To your recollection, did Enrique make any argument seeking jail time on the 22nd?

Mr. Childs: I don't recall him even saying anything but, again, I defer to the transcript.

Mr. Grimes: Okay. Sorry, I'm just getting over your [U/A].

Mr. Childs: Sure.

Mr. Grimes: I have nothing further your honor.

Judge: All right. Thank you. Mr. Burke do you have any…?

Mr. Burke: Yes, your honor, briefly.

Judge: [U/A].

Mr. Burke: Mr. Childs, since you've been involved in Ms. Snow's Family Court case, have you filed an appeal?

Mr. Childs: No, I can't, because I think we decided that that would be a violation of the stay.

Mr. Burke: So, as of right now, is the divorce decree a final order?

Mr. Childs: Yes.

Mr. Burke: Okay. Do you have an opinion on the effect of the pleadings that were filed at the Family Court after the bankruptcy has had on Ms. Snow?

Mr. Childs: Absolutely.

Mr. Burke: And what is that?

Mr. Childs: It's family [U/A] because she had to hire me essentially on an emergency basis. I mean, I got hired on the 21st or the 20th right around Christmas season and then I immediately had to draft some brief, because Judge Perry I don't think was very knowledgeable about how the automatic stay worked. And then Luba, of course, came into my office to retain me, but then she came to my office to go down the, down the court with me because she was worried about being put in jail, which is what they were requesting. It's very-, It's very, very stressful, I can tell you that much. And she has a five-year daughter she was extremely stressed out.

Mr. Burke: Do you know roughly what your bill is for Ms. Snow for having to deal with the Family Court pleadings after the bankruptcy filing?

Mr. Childs: Well just to deal with this issue that we're discussing today I think it's in my declaration about 44 hundred bucks, and then I have taken a 2004 [U/A] that Enrique didn't show up that [U/A] bill for that was 497 dollars which Mr. Grimes said he'd pay but he hasn't paid it. I send it to him. And then, second 2004 [U/A] where Mr. Gonzalez did show up was 660 dollars those are just cost. And since-, and I-, this morning I went and I looked through my billing because that declaration is on the February 4th, and I think I had another 9 point something hours since February 4th, today is March 4th. So I can get the actual numbers if you give me a second.

Mr. Burke: While you're doing that, do you have anything to add to your declaration?

Mr. Childs: Just this additional work as again [U/A] declaration, I think it was February 4th. So that's…

Judge: Mr. Childs what are-, what are you reviewing right now?

Mr. Childs: I'm reviewing some notes that I made this morning before court. I reviewed my declaration and then I made some, I made some notes. Which I can provide it, it's not secret, but I went through and looked at my attorney work record from February 4th onward. That's [U/A], that's what I'm looking at.

Mr. Burke: If you could just give me a rough idea of your additional hours.

Mr. Childs: 9.95 hours [U/A] yesterday. Does not include my preparation and testimony for today.

Mr. Burke: Thank you. No further questions.

Judge: Mr. Grimes, I assume you want to redirect. I'm sorry [U/A].

Mr. Grimes: Mr. Childs, did, did you, and I may have misunderstood, I just want to clarify, did you testify that you filed a brief for the December 22nd hearing?

Mr. Childs: Yes.

Mr. Grimes: Can you testify as to what the content of your brief was?

Mr. Childs: It was essentially briefing the law of automatic stay that all actions taken after the filing of the bankruptcy are void and everything taken with knowledge of the bankruptcy are sanctionable and just so I could explain to Judge Perry that she can have-, I was surprised she even had the hearing. I was advocating that she not have the hearing. I can-, I can get the brief and look at it, if you want me to. It's only like four or five pages but it took a couple of hours to do.

Mr. Grimes: Okay.

Mr. Childs: Do you want me to look at it?

Mr. Grimes: I don't.

Mr. Childs: Okay.

Mr. Grimes: Again, you have practices family law [U/A] motions to order to show cause something out of the ordinary in Family Court?

Mr. Childs: I don't do a lot of them, but I'd say, I'd say they're a routine.

Mr. Grimes: So [U/A] they're a routine motion, correct?

Mr. Childs: The motion for order to show cause? Yes. Yes.

Mr. Grimes: The practice, the practice is actually governed under [U/A], I believe it's 536.

Mr. Childs: There is a whole specific rule about it in-

Mr. Grimes: Whether I have the number right or not, it is in the [U/A] files, is that correct?

Mr. Childs: Yeah.

Mr. Grimes: Okay. The order to show cause itself, and this is rehashing, is issued by the court, correct? It is not issued by a lawyer?

Mr. Childs: Well, it's applied for by the lawyer under the rule and then the court lawyer can issue an order, the court has to sign the order.

Mr. Grimes: And again, you regularly practice in a Family Court, right?

Mr. Childs: Yeah. Uh-hum.

Mr. Grimes: Okay. And again, if you aren't aware-, are you aware of the current position that the court county detention center has taken on orders to show cause and, and jail time?

Mr. Childs: No.

Mr. Grimes: Okay. Are orders to show cause generally used to enforce orders of the court?

Mr. Childs: That would be one purpose. Sure.

Mr. Grimes: Okay. In your time of practice, have you ever had a court recommend or suggest or even request that you file a motion for an order to show cause?

Mr. Burke: Objection. Relevance.

Judge: All right.

Mr. Grimes: Whether or not a court would actually request a party to file in Family Court is relevant, he has testified he's done it for 34 years?

Mr. Childs: 32.

Judge: [U/A].

Mr. Childs: Yeah, 32 years [U/A]. I was admitted in 90. I can't see why a court could do [U/A], a court could do a [U/A]. So, I can't say that I have ever experienced, I'm asking for it, they would just do it.

Mr. Grimes: All right. Nothing further.

Judge: All right, then. Mr. Childs you can step down if you want. Thank you very much.

Mr. Childs: Thank you.

Judge: And Mr. Burke do you want to call your next witness?

Mr. Burke: Yes. Mr. Velasquez Gonzalez.

Judge: Thank you, Mr. Burke. Will you please raise your hand my courtroom deputy will swear you in.

Courtroom Deputy: Thank you. Do you affirm to tell the truth in this matter before the bankruptcy court under the penalties of perjury? Mr. Velasquez, can you respond? I didn't hear your response.

Mr. Gonzalez: I do.

Courtroom Deputy: Thank you. Would you mind stating and spelling your name for our audio record? You can lower your hand.

Mr. Gonzalez: E-N-R-, Enrique Gonzalez E-N-R-I-Q-U-E, Gonzalez G-O-N-Z-A-L-E-Z.

Courtroom Deputy: Thank you.

Judge: I'm, I'm having kind of a hard time hearing Mr. Velasquez. Can-, Is, is possible-, yeah. There you go, sitting closer may help.

Mr. Gonzalez: [U/A].

Judge: Yes. Yes. Talk as, talk as loud as you feel comfortable because it's still pretty, pretty hard to hear. Mr. Burke you, you called him as your witness?

Mr. Burke: Yes. Your honor, I don't have the benefit of the prior declaration, so I'm just going to ask questions [U/A] permission?

Judge: Yes, that makes sense. Please, please proceed.

Mr. Burke: Okay. Good morning, Mr. Velasquez Gonzalez. Should I say both names or is Mr. Gonzalez, okay?

Mr. Gonzalez: Gonzalez is okay.

Mr. Burke: I'm sorry?

Mr. Gonzalez: Gonzalez is okay.

Mr. Burke: Okay. Thank you. As you're maybe aware I represent Ms. Luba Snow in this matter. Do you know Ms. Snow?

Mr. Gonzalez: Yes.

Mr. Burke: How do you know her?

Mr. Gonzalez: I was married to her.

Mr. Burke: When, when did the two of you become married?

Mr. Gonzalez: 2015.

Mr. Burke: I'm sorry, when?

Mr. Gonzalez: 2015.

Mr. Burke: Okay. When did you get divorced?

Mr. Gonzalez: Last year, October 12th.

Mr. Burke: When was the decree signed?

Mr. Gonzalez: The decree was signed… I don't remember the, the exact date.

Mr. Burke: Are you able to pull out Exhibit 15?

Mr. Grimes: One second. A moment. Just a moment. All right. Just to make a record, Exhibit 15 is opened on my other screen and it is visible [U/A].

Mr. Gonzalez: [U/A]. Yes, I can see it.

Mr. Burke: Can you tell me the title of that exhibit?

Mr. Gonzalez: [U/A].

Mr. Burke: It's on- At the bottom it says, "Page 196".

Mr. Grimes: On this page.

Mr. Gonzalez: On this page?

Mr. Grimes: Yeah. Page 196. Let me show you. I want you to know what he's talking about.

Mr. Gonzalez: Uh-hum.

Mr. Grimes: There is the page. Okay?

Mr. Gonzalez: Okay. Yes, I'm seeing it.

Mr. Burke: Can you tell me the-, can you tell me the title of that document?

Mr. Gonzalez: United States-

Mr. Burke: No, no. Just under it.

Mr. Gonzalez: Okay. Motion for relief for automatic stay, alternative motion to dismiss.

Mr. Burke: Okay. Your honor, this was filed by Mr. Grimes, I move to admit this exhibit, I don't know if there is an objection to that.

Mr. Grimes: No objection.

Judge: All right, then. Exhibit 15 will be admitted.

Mr. Burke: And Mr. Gonzalez can you turn to page 216?

Mr. Gonzalez: [U/A].

Mr. Grimes: Yeah.

Judge: Mr. Burke, that was page 216? You said.

Mr. Burke: 216, yes.

Judge: Okay.

Mr. Burke: Can you tell me the title of this page?

Mr. Gonzalez: [U/A] decree of divorce.

Mr. Burke: Okay and if you look at the top right, what's the date on it?

Mr. Gonzalez: The top right. 12/08/2021.

Mr. Burke: So, that's the date the stipulated decree of divorce was signed, correct?

Mr. Gonzalez: I suppose so. Yes.

Mr. Burke: Do you have any children with Ms. Snow?

Mr. Gonzalez: Yes.

Mr. Burke: How many?

Mr. Gonzalez: One.

Mr. Burke: And how old is that child?

Mr. Gonzalez: She's five years old.

Mr. Burke: In your divorce decree, was there a house included?

Mr. Gonzalez: Yes.

Mr. Burke: What's the address of that house?

[redacted]

Mr. Burke: According to the divorce decree, what was supposed to happen with that house?

Mr. Gonzalez: We were supposed to sell the house and split the house.

Mr. Burke: Was there a sale schedule for that house?

Mr. Gonzalez: For my understanding, immediately.

Mr. Burke: Do you know the day that the house was supposed to close?

Mr. Grimes: Your honor, if I may, I just like to state for the record, Enrique's first language is not English and so Mr. Burke may need to clarify a question because it may be, but I'm not sure the answer he just got was actually the question he asked. But I do need the court to know his first language is Spanish and not English and we don't have a translator, so...

Judge: Mr. Gonzalez, if there is a question you don't understand if you'd like it repeated, please ask for it to be repeated. Proceed.

Mr. Burke: Thank you. Mr. Gonzalez, do you know if the house was scheduled to be sold?

Mr. Gonzalez: I don't understand the question.

Mr. Burke: You testified in the divorce there was a house, correct?

Mr. Gonzalez: Yes.

Mr. Burke: And that that house was to be sold, correct?

Mr. Gonzalez: Yes.

Mr. Burke: Do you know if there was a date scheduled on which the house was supposed to be sold?

Mr. Gonzalez: I don't know.

Mr. Burke: Okay. You agreed- you understand that after-, you're aware Ms. Snow filed bankruptcy, correct?

Mr. Gonzalez: Yes.

Mr. Burke: Do you know when she filed bankruptcy?

Mr. Gonzalez: No exactly when.

Mr. Burke: Okay. In response to her filing bankruptcy were any pleadings filed in the Family Court?

Mr. Gonzalez: Pleadings? I don't know what "Pleading" means.

Mr. Burke: Any documents filed in the Family Court?

Mr. Gonzalez: Yes, we tried to stop her from filing bankruptcy.

Mr. Burke: And why didn't you try to stop her from filing bankruptcy?

Mr. Gonzalez: Because the house is community property and we have to sell the house and split the benefit.

Mr. Burke: And what was your concern about Ms. Snow filing bankruptcy?

Mr. Gonzalez: That she would be holding my property and the judge say to sell the house.

Mr. Burke: Was there a specific time period with which the judge ordered the house sold by?

Mr. Gonzalez: I remember immediately.

Mr. Burke: I'm sorry you remember what?

Mr. Gonzalez: I remember she say immediately sell the house, so you can split the house.

Mr. Burke: All right. Let's turn to Exhibit 12.

Mr. Grimes: We have it open.

Mr. Burke: Just for the record this is [U/A] 2004 exempt for Enrique Velasquez Gonzalez dated February 11th, 2022. Mr. Gonzalez, do you recall having your 2004 exempt taken?

Mr. Gonzalez: Yes.

Mr. Burke: Okay. [U/A] move to admit this exhibit.

Judge: Is there any objection?

Mr. Grimes: No objection.

Judge: Exhibit 12 is admitted then.

Mr. Burke: Thank you. Now, if we turn to page 122 on the bottom. And judge I don't know if this is relevant, but I thought Ms. Rollins had indicated that you prefer the paging on the top and I understand that, sometimes though they get blurred out because it's stamped several times, so I did put pagination on the bottom, I hope that was okay.

Judge: That's fine. I agree. Especially when you can't read the page [U/A], so thank you.

Mr. Burke: Thank you. Mr. Gonzalez, are you at page 122?

Mr. Gonzalez: Yes.

Mr. Burke: And do you recall Mr. Childs taking your 2004 exempt?

Mr. Gonzalez: Yes.

Mr. Burke: Okay. If you would go to line 9, I'll read the question and you read the answer, okay?

Mr. Gonzalez: Okay.

Mr. Burke: [U/A] you'll do the A, okay?

Mr. Gonzalez: The one above? The one under? All right. Yeah. [U/A]. Yeah.

Mr. Burke: Okay. I'll ask the questions that Mr. Childs asked, and you just repeat the answer you gave. This is the question on line nine, "Let's look at the order to show cause, it's Exhibit 5 in the application, you signed the declaration on December 17th? And your answer?"

Mr. Gonzalez: "Yes."

Mr. Burke: "Okay. And it was your idea to file that application, right?"

Mr. Gonzalez: "Yes. That was my idea."

Mr. Burke: "Okay. And you don't know when you find out that Ms. Snow declared bankruptcy?"

Mr. Gonzalez: "No, I don't remember."

Mr. Burke: "Okay. But you wanted to file this application in order to show cause?"

Mr. Gonzalez: "Yes."

Mr. Burke: "And what did you expect to get out of it? What did you want to get out of that order?"

Mr. Gonzalez: "Sell the house."

Mr. Burke: "Force her to sell the house?" The next page, please.

Mr. Gonzalez: "Yes."

Mr. Burke: "An order from the judge for her to sell the house?"

Mr. Gonzalez: "Yes. I was just saying [U/A] the judge [U/A]."

Mr. Burke: Okay. Let's go to page 124, please.

Mr. Gonzalez: 124. All right.

Mr. Burke: Line 15, the question, "Okay, so the marital home was discussed on page three, can you tell me where it says it's supposed to be sold immediately?" You don't have to respond yet because there was some objections between Mr. Grimes and Mr. Childs.

Mr. Gonzalez: Uh-hum.

Mr. Burke: He, he [U/A] on line 23 so you can take your time to review it. So now if we turn to page 125. Are you there?

Mr. Gonzalez: Oh, yes.

Mr. Burke: Okay. At the top line 1 question: "Does it say in there about selling the house immediately?" Answer?

Mr. Gonzalez: "[U/A]."

Mr. Burke: I'm sorry?

Mr. Gonzalez: "[U/A]."

Mr. Burke: Okay. And then we go to line 10 question: "I said it doesn't talk about immediately, I understand that you acknowledge that, but doesn't it have a whole lot of steps to go through?" Answer?

Mr. Gonzalez: "Yes."

Mr. Burke: Okay. So now does this refresh your recollection that there was no immediacy in the order for the decree of divorce to sell the home?

Mr. Gonzalez: Yes.

Mr. Burke: Okay. Good. Let's to go page 127.

Mr. Gonzalez: Okay.

Mr. Burke: Line 4, question: "When did you decide you wanted to have the order to show cause to sell the house?" Answer?

Mr. Gonzalez: "When I find that Luba filed bankruptcy."

Mr. Burke: Question: "After she filed the bankruptcy is when you…?" Answer?

Mr. Gonzalez: "Yes."

Mr. Burke: Okay. Question: "That's when you wanted to file the order to show cause?" Answer?

Mr. Gonzalez: "Yes."

Mr. Burke: Question: "You told your attorney to do that, right?"

Mr. Gonzalez: "Yes."

Mr. Burke: Go to page 128. Are you there?

Mr. Gonzalez: Yes.

Mr. Burke: Okay. At the top, question: "Okay. So you wanted-," well, let's go over 10. "You wanted to hold her in contempt for a period of… and be held…" I'm just reading from-, it's unpaginated, but this is page three of Exhibit 5. "This is what you wanted, an order to show cause by [U/A] shall not be held in contempt and held in the clerk county detention center for a period of 25 days that's what you wanted right?"

Mr. Gonzalez: "Yes. [U/A]."

Mr. Burke: Answer? Okay. And that was because the bankruptcy interfered with the sale of the home?

Mr. Gonzalez: What was the question?

Mr. Burke: You wanted her in jail because she filed bankruptcy and that interfered with the sale of the home?

Mr. Gonzalez: What is the number of the question?

Mr. Burke: I'm not reading from there anymore, I'm sorry.

Mr. Gonzalez: Oh. Okay.

Mr. Burke: I'm just asking the question.

Mr. Gonzalez: Can you repeat the question again, please?

Mr. Burke: Of course, you wanted Ms. Snow to be in jail for 25 days because her bankruptcy filing stopped the sale of the home, correct?

Mr. Gonzalez: Because she didn't, she didn't sell the house how the judge say. [U/A] documents.

Mr. Burke: Okay. Did the judge give a specific date by which the house had to be sold?

Mr. Gonzalez: Not that I remember.

Mr. Burke: So, what did she not do that the judge ordered? And I'm talking about the Family Court judge.

Mr. Gonzalez: Sell the house.

Mr. Burke: What did you hope to accomplish by filing the pleadings you filed in Family Court? The documents?

Mr. Gonzalez: What documents?

Mr. Burke: There were two documents filed by your attorney in Family Court after Ms. Snow filed bankruptcy, are you aware of that?

Mr. Gonzalez: Yes.

Mr. Burke: Okay. Do you know what they were?

Mr. Gonzalez: Yes.

Mr. Burke: And what were they?

Mr. Gonzalez: [U/A]. I don't remember the name of the documents.

Mr. Burke: All right. Well let's turn to Exhibit 14. Are you there?

Mr. Gonzalez: Yeah. [U/A].

Mr. Grimes: Just about.

Mr. Gonzalez: [U/A]. All right.

Mr. Burke: Okay. Judge I would move to admit Exhibit 14.

Judge: Is there any objections, Mr. Grimes?

Mr. Grimes: I just want to clarify that it is-, that which has been marked as Exhibit 14 and it looks like a response to the contempt violation. Is that what it is?

Judge: Okay.

Mr. Burke: Yes.

Judge: Mr. Burke, I can't see the docket number-, the original docket number of the document? Can you tell me what that is?

Mr. Burke: It's page 144 at the bottom.

Judge: Right. But I-, on the top, this docket-, what docket was this filed in? This is a, this is a bankruptcy court filing.

Mr. Burke: Yes.

Judge: [U/A].

Mr. Burke: It's Mr. Grimes's opposition and…

Judge: I just want to make sure it's clear what the document is.

Mr. Grimes: That was me as well, your honor. I've just not been able to look and make sure, I want to make sure I'm admitting what I think I'm admitting. I have no objection to this [U/A].

Judge: It's just one of those instances Mr. Burke, where the top line has double [O/V].

Mr. Burke: I know. It was filed-

Judge: [U/A]. I can't see. I can look at-

Mr. Burke: [U/A] December… It was filed December 28th and I-, I'm having trouble with the docket number myself.

Judge: It's docket 22 the opposition file [U/A] Grimes on behalf of Enrique [U/A] Velasquez Gonzalez to the motion to contempt.

Mr. Burke: Yes.

Judge: So, Exhibit 22 page, 52 pages and it was filed on December 28th 2021. Mr. Grimes, you said there is no objection?

Mr. Grimes: No objection your honor.

Judge: All right. And the court will admit Exhibit 14.

Mr. Burke: Thank you. Mr. Gonzalez, can you turn to page 158?

Mr. Gonzalez: 158. Okay. Okay.

Mr. Burke: Have you seen this document before?

Mr. Gonzalez: Yes.

Mr. Burke: Do you know what it is?

Mr. Gonzalez: [U/A] application for an order for temporary restraining order [U/A] to the [U/A].

Mr. Burke: That's sufficient. Can you tell me the date at the top? And the time?

Mr. Gonzalez: 12-… 12/15/2021.

Mr. Burke: And the time?

Mr. Gonzalez: 8:34.

Mr. Burke: PM?

Mr. Gonzalez: Yes.

Mr. Burke: Now if you turn to page 161.

Mr. Gonzalez: Okay.

Mr. Burke: Do you see line, line 4? It starts out "Luba specifically stated…"

Mr. Gonzalez: Yes.

Mr. Burke: Okay. And can you read line 5?

Mr. Gonzalez: "I have filed bankruptcy."

Mr. Burke: Okay. And at line 18 who wrote this?

Mr. Gonzalez: Luba Snow.

Mr. Burke: Okay. So Luba Snow is telling your council that she filed a bankruptcy, correct?

Mr. Gonzalez: I believe so.

Mr. Burke: Okay. And despite this, later that day at 8:34 pm you still went forward and filed a temporary restraining order, correct?

Mr. Gonzalez: Correct.

Mr. Burke: And the purpose of that-

Mr. Grimes: Your honor-

Mr. Burke: -temporary restraining-

Mr. Grimes: -it's an application for a restraining order, not an actual restraining order.

Judge: Mr. Burke?

Mr. Burke: That's fine. We can call it an application. That's fine.

Judge: Please proceed with your questions.

Mr. Burke: Thank you. And the goal of this to-, was to do what?

Mr. Gonzalez: What do you mean? I don't understand the question.

Mr. Burke: What was the-, what was the purpose of this document?

Mr. Gonzalez: To get my, my 50% of the house.

Mr. Burke: Was the point of this document to stop her from filing bankruptcy?

Mr. Gonzalez: Yes. So I can get my 50% of the house selling the house.

Mr. Burke: Okay. But this document states that Ms. Snow already said she filed papers, does it not?

Mr. Gonzalez: [U/A].

Mr. Burke: Okay. So, there was some notice that Ms. Snow had filed bankruptcy, yet later that night the temporary restraining order was still filed, correct?

Mr. Gonzalez: We were trying to stop her to file bankruptcy.

Mr. Burke: Okay. But she had already filed that at this time, correct?

Mr. Gonzalez: I don't know.

Mr. Burke: Okay. Let's turn to page 166.

Mr. Gonzalez: Okay.

Mr. Burke: This is a-, well this is a declaration by your council, so I'll have to ask him on that.

Mr. Grimes: Thank you.

Mr. Burke: All right. Thank you.

Mr. Gonzalez: Okay. That's it?

Mr. Burke: Did you approve the filing of this temporary restraining order?

Mr. Gonzalez: Yes, I did.

Mr. Burke: Whose idea was it to file the temporary restraining order?

Mr. Gonzalez: Mine.

Mr. Burke: Okay. You also filed an order to show cause, are you aware of that?

Mr. Gonzalez: Yes.

Mr. Burke: Okay. Do you know when your order to show cause was filed?

Mr. Gonzalez: No. I don't remember.

Mr. Burke: Okay. In this same document 14, let's turn to page 181.

Mr. Gonzalez: Okay.

Mr. Burke: All right. And can you tell me what this is called? In the middle of the page there.

Mr. Gonzalez: [U/A] motion for an order to show cause.

Mr. Burke: And can you tell me the date and time on that?

Mr. Gonzalez: 12/17/2021, 3:07 pm.

Mr. Burke: Now if we go back to Exhibit 3, we're going to come back to this, but if you would turn to Exhibit 3.

Mr. Grimes: Burke, I don't have them numbered. I have them by, by filing number.

Mr. Burke: I'm sorry.

Mr. Grimes: Give me the page number so I can get on the right one.

Mr. Burke: Sure. It's page 15.

Mr. Grimes: [U/A] open that one.

Mr. Gonzalez: All right. [U/A].

Mr. Burke: Mr. Gonzalez, have you seen this document before?

Mr. Gonzalez: Yes.

Mr. Burke: What's it called?

Mr. Gonzalez: Notice of bankruptcy filing.

Mr. Burke: And who filed it at the top left?

Mr. Gonzalez: Top left. Top left. Luba Snow, formerly Gonzalez.

Mr. Burke: Okay. And where did she file it?

Mr. Gonzalez: Where she file it?

Mr. Burke: Yeah, it says "District, court, clerk county" you see that in the middle?

Mr. Gonzalez: Yes, District Court Clerk County Nevada.

Mr. Burke: Okay so you in your Family Court case she filed a notice, a bankruptcy filing, correct?

Mr. Gonzalez: Correct.

Mr. Burke: Okay. And what date and time at the top right did she file it?

Mr. Gonzalez: 12-… 12/16/2021, 11:20 am.

Mr. Burke: Okay. And if we look at line 22, or-, let's say 20 and 21, 20 to 22, do you see that on the side? Line 20?

Mr. Gonzalez: You want me to read it?

Mr. Burke: Well, actually we'll go to line 19. Yeah. Would you read the notice from a notice?

Mr. Gonzalez: A notice [U/A] given [U/A] filled a petition for relief on the [U/A] chapter seven of the bankruptcy [U/A] December 15th, 2021, case number 21-15-676 [U/A].

Mr. Burke: Thank you. And in there if we turn the page to page 18.

Mr. Gonzalez: Okay.

Mr. Burke: Okay. This is-, it has Ms. Snow's name at the top.

Mr. Gonzalez: Luba Snow. *Sí.* Yes. Sorry.

Mr. Burke: Yeah. And then above that it has the case number.

Mr. Gonzalez: Yeah. Uh-hum.

Mr. Burke: Okay and it's called a notice of chapter seven bankruptcy case?

Mr. Gonzalez: Yes.

Mr. Burke: Okay. And if we look in the top box to the right it says "Date, case, file."

Mr. Gonzalez: Uh-huh. Yes.

Mr. Burke: And what's the date?

Mr. Gonzalez: 12/15/21.

Mr. Burke: Okay. So Ms. Snow filed her bankruptcy December 15th, 2021, correct?

Mr. Gonzalez: Well, you are saying that, yes.

Mr. Burke: Okay. Well, it's not what I say, it's what the, the document say and judge I would move to-, I would move to admit Exhibit 3.

Mr. Grimes: No objection.

Mr. Burke: Okay. So, again, Ms. Snow filed bankruptcy December 15th, 2021, and she filed a notice of bankruptcy filing with the Family Court on December 16th, 2021, at 11:20 am, correct?

Mr. Gonzalez: Uh-hum. Yes.

Mr. Burke: Okay. Now if we go back to Exhibit 14 page 181[O/V].

Judge: [U/A] Mr. Burke before we do that, I think I was on mute when I admitted Exhibit 3 into evidence so I will do that here and now. I will admit it [U/A] Exhibit 3.

Mr. Burke: Thank you. And if you don't mind at the end if I just go through each exhibit in case I missed one along the way?

Judge: That's-, that's fine [U/A].

Mr. Grimes: Your honor, let's save time. I never [U/A] the exhibits [U/A] file. I have no objection to any [U/A] so let's safe time and just admit them all.

Judge: I will do so then. All of the exhibits are-, that are set forth in docket 60 are admitted into evidence.

Mr. Burke: Thank you. Thank you, Mr. Grimes. Mr. Gonzalez, going back to Exhibit 14 page 181, at the bottom.

Mr. Gonzalez: Okay.

Mr. Burke: Again, this is-, you just testified this is defendant's motion for order to show cause, right?

Mr. Gonzalez: Yes. Defendant's motion for order to cause-, to show cause.

Mr. Burke: And you read the time and date, it was filed December 17th, 2021, at 3:07, correct?

Mr. Gonzalez: Correct.

Mr. Burke: And this is more than a day after Ms. Snow had filed her notice of bankruptcy filing in the Family Court, correct?

Mr. Gonzalez: Correct.

Mr. Burke: Now you did a declaration in support of this motion. Can you turn to page 192?

Mr. Gonzalez: Okay.

Mr. Burke: Okay. Do you recall-? Have you seen this document before?

Mr. Gonzalez: I need to read it.

Mr. Burke: Take your time.

Mr. Gonzalez: Okay.

Mr. Grimes: [U/A]. Review the whole document.

Mr. Gonzalez: Okay. Yes. I remember this [U/A].

Mr. Burke: Okay. On page 192 line 27 would you read that? Starts out "Luba…"

Mr. Gonzalez: Line 27? "Luba knew…"

Mr. Burke: Line 27, yes.

Mr. Gonzalez: "Luba knew the contents of the decree; knew she was required to effectuate documents for the sell knowingly and willfully violate the order by this court by filing bankruptcy to stop the sale of the home. Luba also knowingly and willfully [U/A] the facts regarding the house and the [U/A] the orders of this court. [U/A].

Mr. Burke: And the last sentence?

Mr. Gonzalez: Oh, I pay-, I pay this court [U/A] Luba Snow to custody in order for her to serve 25 days in jail as permitted to-, permitted by the statute.

Mr. Burke: Okay. Let's go back to line 1 on page 193. You state that "Ms. Snow willfully violated the orders of this court." What order specifically she-, did she violate?

Mr. Gonzalez: Not selling the house. [U/A].

Mr. Burke: So, the fact that the bankruptcy stopped…

Mr. Gonzalez: Sorry.

Mr. Burke: I'm sorry. Go ahead.

Mr. Gonzalez: [U/A] documents to, to sell the house is [U/A] saying that she's still married to me [U/A] she has to pay for it, like, she kept lying to court and nothing-, I have to [U/A].

Mr. Burke: I'm going to object at this point as non-responsive.

Mr. Grimes: Your honor, it is responsive. He asked [U/A] by willfully violated the orders of this court. He's answering it.

Mr. Burke: Judge, you're muted.

Judge: Yes. I agree and I'm going to overrule the objection. Let him finish his answer because he's answering your question. You may continue, Mr. Grimes [U/A].

Mr. Gonzalez: [U/A] she say that she's married with me when we got divorced October 12th. She wait all these months to sell the house when we have a buyer, she go bankruptcy behind everybody's back to stop the sale. I'm, I'm dry. I don't have money. I'm broke. And this woman still, after divorce is granted, is still have the audacity to lie to the court and is still making me wait for my money, for my house that I have [U/A] all this time. It's why I [U/A] here.

Mr. Burke: Mr. Gonzalez, you said she willfully violated the orders of this court by filing bankruptcy to stop the sale of the house. What order in the divorce did she violate by filing bankruptcy?

Mr. Gonzalez: The sale of the house.

Mr. Burke: There was not a specific date to sell the house, was there?

Mr. Gonzalez: No. [U/A] decree.

Mr. Burke: And the decree was December 8th, 2021, correct?

Mr. Gonzalez: Correct.

Mr. Burke: Okay. And she filed bankruptcy a week later, 12/15/2021, correct?

Mr. Gonzalez: Correct.

Mr. Burke: And did you understand that she filed bankruptcy because she has some liens against the house?

Mr. Gonzalez: Yeah, she [U/A].

Mr. Burke: Right. She had liens on the house, and she filed bankruptcy in effort to avoid the liens, do you understand that?

Mr. Gonzalez: Yes.

Mr. Burke: I'm sorry?

Mr. Gonzalez: Yes, I understand that.

Mr. Burke: Okay. And do you understand that by avoiding those liens it creates more equity in the property?

Mr. Gonzalez: I don't know that.

Mr. Burke: What would be the point of Ms. Snow going to jail for 25 days?

Mr. Gonzalez: She can have no [U/A], like, I'm the only one [U/A] bankruptcy.

Mr. Burke: Meaning if there were other sanctions available, you would've wanted those?

Mr. Gonzalez: I don't know.

Mr. Burke: Are you aware I requested that your attorney withdraw the order to show cause and the TRO?

Mr. Gonzalez: What is that?

Mr. Burke: Okay. We'll turn to Exhibit 5. It's page 41, at the bottom.

Mr. Grimes: I'm loading it up now.

Mr. Burke: Thank you.

Mr. Gonzalez: All right.

Mr. Burke: Have you seen this letter before?

Mr. Gonzalez: Not that I remember.

Mr. Burke: All right. Do you see at the top it's a letter from Christopher Burke?

Mr. Gonzalez: [U/A]. Yes.

Mr. Burke: And it's sent to Mr. Grimes, your attorney?

Mr. Gonzalez: Yes.

Mr. Burke: And it's regarding Ms. Snow and the Family Court and the bankruptcy filing?

Mr. Gonzalez: Correct.

Mr. Burke: Okay. And do you see the date above Mr. Grimes's name?

Mr. Gonzalez: Yes. December 20th.

Mr. Burke: Okay. Can you read the middle paragraph? "Putting aside…"

Mr. Gonzalez: Putting aside the fact that the [U/A] district court has no authority to [U/A] a party from filing bankruptcy your TRO violate [U/A] stay C-11 [U/A] 362 in addition [U/A] problem to show cause filed on December 17th, 2021 [U/A] with a knowledge of a [U/A] bankruptcy also violate the automatic stay. Therefore I'm reporting you [U/A] by 5 pm today, December 20th, 2021, otherwise we would have no choice but file a motion for contempt against you and your firm and [U/A] damages.

Mr. Burke: Okay. So, on December 20th I sent your attorney a letter asking him to withdraw the TRO and the OSC the two motions you filed in Family Court, do you understand that?

Mr. Gonzalez: I understand [U/A]. Yeah.

Mr. Burke: Okay. And were you informed that [U/A] attorney requested that those be withdrawn?

Mr. Gonzalez: I don't remember.

Mr. Burke: Okay. Let's turn to Exhibit 6 page 42. Have you seen this before?

Mr. Gonzalez: Hold on. Give me one second. It's loading. [U/A]. No.

Mr. Burke: All right. Well-, let's read the second paragraph.

Mr. Grimes: Your honor, I'd have to object, [U/A] at this point that's my letter and he just said he hasn't seen it.

Judge: All right. Mr. Burke, your response?

Mr. Burke: Well it really comes down to admission of a party opponent, but I can ask Mr. Grimes about this if the court would prefer.

Judge: I would. The witness said he's not aware of it, so...

Mr. Burke: Okay.

Judge: [U/A].

Mr. Burke: Mr. Gonzalez? Mr. Gonzalez?

Mr. Gonzalez: Yes.

Mr. Burke: Were you aware that Ms. Snow's attorney, myself, asked Mr. Grimes to withdraw both the temporary restraining order and the order to show cause?

Mr. Gonzalez: No, I don't remember.

Mr. Burke: Okay. No further questions.

Judge: All right. And now Mr. Grimes do you want to do cross examination?

Mr. Grimes: I do.

Mr. Gonzalez: [U/A].

Mr. Grimes: Yeah. Enrique, regarding the home, was prior to the sale that was supposed to take place in December, was there a prior sale that was under escrow?

Mr. Gonzalez: Yes.

Mr. Grimes: What happened with that one?

Mr. Gonzalez: Luba asked for two months free of rent, and I assume something-, I don't remember exactly what but she asked for two months of rent and [U/A] pay 4,000 dollars. Something like that.

Mr. Grimes: Yeah. And what happened with that sale?

Mr. Gonzalez: Didn't go through.

Mr. Grimes: Okay. And [U/A], to your understanding, at the time of her bankruptcy filing, was the house scheduled to close?

Mr. Gonzalez: Yes.

Mr. Grimes: Do you remember the sale price?

Mr. Gonzalez: 420.

Mr. Grimes: [U/A]. You've been asked a lot of questions regarding the date of the order and the date of the divorce. Let's, first of all, talk about that, was this an order of the court or was this a settlement that had been reached by the parties?

Mr. Gonzalez: An order from the court.

Judge: [U/A] what are you referring to as "This" Mr. Grimes?

Mr. Grimes: Thank you, your honor, my apologies. With regard to the decree of divorce that was [U/A] in December was that part of the settlement or was that an order of the court?

Mr. Gonzalez: Settlement.

Mr. Grimes: Okay. So the parties had discussions [U/A] this, correct?

Mr. Gonzalez: Correct.

Mr. Grimes: All right. And as a result of those agreements [U/A] on the record on October 11th, I believe, is that correct?

Mr. Gonzalez: October 11th [U/A].

Mr. Grimes: As part of those discussions was the issue of filing bankruptcy brought up?

Mr. Gonzalez: Yes.

Mr. Grimes: Who brought it up?

Mr. Gonzalez: Luba brought it up.

Mr. Grimes: Anybody else bright that up that day?

Mr. Gonzalez: [U/A] the judge brought it up.

Mr. Grimes: Judge who?

Mr. Gonzalez: Judge [U/A]. No! Judge [U/A].

Mr. Grimes: Okay. What was ultimately determined in the negotiations?

Mr. Gonzalez: That we, we [U/A], and we would sell the house by [U/A] and we're going to go our ways.

Mr. Grimes: Okay. And filing the bankruptcy [U/A].

Mr. Gonzalez: [U/A].

Mr. Grimes: Hold on. The part of filing the bankruptcy, did Ms. Snow call you and say "Look, we got to discuss this further"?

Mr. Gonzalez: No.

Mr. Grimes: Were you given any warning that this was going to happen?

Mr. Gonzalez: No.

Mr. Grimes: Let's talk about your actual knowledge. Do you recall how you learned of Luba filing bankruptcy?

Mr. Gonzalez: I don't recall exactly how if it was to mail the realtor, the real estate person or by, by e-mailing my lawyer.

Mr. Grimes: Okay. You testified [U/A] about lying to the court. Are you talking about in the divorce case or are you talking about in the bankruptcy?

Mr. Gonzalez: In both.

Mr. Grimes: Okay. Let's start with the divorce case. What was the first lie that was told?

Mr. Gonzalez: After-, in the decree?

Mr. Grimes: No. In the divorce proceedings.

Mr. Gonzalez: The divorce proceedings that we're still marriage…

Mr. Grimes: Oh! He has a language issue. Let's go to the bankruptcy. Did you have a chance to review what this docket 1 of her application [U/A] a chapter 7 bankruptcy?

Mr. Gonzalez: No.

Mr. Grimes: Okay. [U/A] at docket number 1 which is the application for bankruptcy. All right. Enrique, in front of you is [U/A] a file as docket number 1 of the application for bankruptcy, have you seen this document before?

Mr. Gonzalez: No.

Judge: Mr. Grimes, [U/A]. Go ahead.

Mr. Burke: I was going to object. Mr. Grimes had no exhibits and I understand this is a part of the record, but Mr. Grimes has put in no exhibits.

Mr. Grimes: [U/A].

Judge: [U/A] usual notice, though.

Mr. Burke: [U/A].

Mr. Grimes: [U/A] bankruptcy rules are different the actual pleadings don't need to be entered as exhibits, do they? If I messed up the rules again, [U/A] I would apologize, but I-, I-, my understanding was docket-

Judge: [U/A] introduce notice of the document files on the docket [U/A] to proceed [U/A] Mr. Grimes.

Mr. Grimes: So, looking at what is scheduled B where it lists a creditor [U/A] point secured by property did you have a chance to look at this document prior to filing the motion for an order to show cause? Scroll down on page [U/A].

Mr. Gonzalez: I don't know.

Mr. Grimes: Okay. Looking at those, who is [U/A]?

Mr. Gonzalez: I think is a [U/A] phone company but I have never seen this.

Mr. Grimes: Were you listed as a creditor on the initial bankruptcy petition?

Mr. Gonzalez: [U/A].

Mr. Grimes: [U/A] in redoing this, did Luba, to your knowledge did Luba tell the court that you had a, a interest in the property?

Mr. Gonzalez: No. I don't think so.

Mr. Grimes: Okay. There were other thing within the bankruptcy pleading, do you recall that it said that you were still married?

Mr. Gonzalez: No. [U/A].

Mr. Grimes: I understand but reviewing this [U/A], the bankruptcy petition, do you recall that she indicated you were still married and that the divorce pleadings were still pending?

Mr. Gonzalez: No.

Mr. Grimes: You don't remember that?

Mr. Gonzalez: No.

Mr. Grimes: Okay. I want to be very clear, I know you've been asked but, what was the intent in your requesting one, that the injunction [U/A] of the temporary injunction you sought and two, the motion of order to show cause, what were you attempting to do?

Mr. Gonzalez: Just to proceed with the sale of the house, so we can split our cost and continue our lives. I've got a five-year daughter and a two-year one that I need to take care of and this has been so lonely for [U/A] years or so and it just never ends, it's always something.

Mr. Grimes: Were you attempting to take any of Ms. Snow's property?

Mr. Gonzalez: Just what is-, belong to me, 50% of my, my property. Nothing else.

Mr. Grimes: Were you, in any way, trying to infringe on her state?

Mr. Gonzalez: No.

Mr. Grimes: Okay.

Mr. Burke: Objection. Cause for legal completion.

Mr. Grimes: Were you trying-, I'll withdraw and rephrase the question.

Judge: [U/A].

Mr. Grimes: Were you trying to [U/A] any portion of her part of the house?

Mr. Gonzalez: No.

Mr. Grimes: Were you trying to take anything from Ms. Snow?

Mr. Gonzalez: No. [U/A] one [U/A] 50-50 and she's [U/A] so much [U/A].

Mr. Grimes: Nothing further.

Judge: Any further redirect, Mr. Burke?

Mr. Burke: Just briefly. Will the sale of the house have affected Ms. Snow's interest in the property?

Mr. Gonzalez: Are you speaking to me? [U/A].

Mr. Burke: Yes, Mr. Gonzalez.

Mr. Gonzalez: Okay. What is the question, sorry?

Mr. Burke: You testified you weren't trying to interfere with Ms. Snow's interest in any property, but Ms. Snow has an interest in the home, so the sale of the house does affect Ms. Snow's property, correct?

Mr. Gonzalez: 50% is hers and 50% is mine. Yes.

Mr. Burke: Okay. So the answer was, yes?

Mr. Gonzalez: Yes.

Mr. Burke: No further questions.

Judge: All right. [U/A].

Mr. Grimes: [U/A]. Nothing else.

Judge: Okay. Mr. Grimes. All right then Mr. Burke do you have another witness that you would like to call?

Mr. Burke: Yes, Mr. Grimes.

Judge: [U/A]. How long do you think you're going to be with this next witness?

Mr. Burke: Half an hour, 45 minutes.

Judge: Does anybody need a break before we, we go into the next witness?

Mr. Grimes: I'm good.

Judge: All right. Mr. Burke, are you fine to go forward?

Mr. Burke: I'm fine to go-, Judge, maybe-, let's take a five-minute break.

Judge: Okay. All right. We'll-, I'll go off record and be back within five minutes, please.

Mr. Burke: Thank you.

Judge: All right. Ms. Rollins, [U/A] can go back on record.

Benji Rollins: We're on record, your honor. We're on record, your honor.

Judge: All right. Thank you. Okay. Mr. Burke, you can call your next witness.

Mr. Burke: Thank you, your honor. Ms. Snow will call Melvin Grimes.

Mr. Grimes: Your honor, I, I think I know the outcome of this, but I need to lodge an objection, I'm the counsel for Enrique and I think it's improper to call opposing counsel as a witness.

Judge: Mr. Burke, can you give a little bit more detail about why you're calling him?

Mr. Burke: Yes, your honor, several reasons. Number one, he's one of the individuals that's part of the motion for contempt. Number two, he has knowledge that I want to bring forward to the court as to his actions in this matter. We're seeking the whole [U/A] contempt for his actions, not just the actions of his client. I was not given the benefit-, number two he's listed on my list of witnesses; it was never an objection lodged to that, it's been out there for weeks, Mr. Grimes is also aware that he was going to be a witness if we look at Exhibit number 12. Are you there, your honor?

Judge: I am. I'm sorry. Yes, I am.

Mr. Burke: Okay. This is the February 11th, 2004 exempt of Mr. Gonzalez, if we turn to page 120 at the bottom.

Judge: All right.

Mr. Burke: Okay. Line 21, "Mr. Childs: Do you want to testify Mr. Grimes? Question. Because you're going to be testifying at this contempt hearing on March 4th." So by February 11th he knew he'd be testifying and yet nothing was filed, no other counsel was hired that was their decision. They put in no declarations, they put in no exhibits, and I think-, to present my case I should be able to question Mr. Grimes. He's intimately involved in this, and he's known since the filing of the motion of contempt on December 20th last year almost three months ago that he was listed as a party that Ms. Snow was seeking, seeking contempt against. So I would ask that I be permitted to proceed.

Judge: Mr. Grimes, what you respond but I agree with Mr. Burke, for the reasons stated.

Mr. Grimes: And again, I kind of knew where this would go, I did have their warning but I have an obligation to make the objection on the record so…

Judge: sure. Okay. The objection is overruled and Mr. Burke, you may call Mr. Grimes.

Mr. Burke: Thank you. Ms. Snow calls Mr. Melvin Grimes.

Judge: All right. And Ms. Rollins, will you swear in the witness, please?

Benji Rollins: Yes, your honor. Thank you for raising your hand, Mr. Grimes. Do you affirm to tell the truth in this matter before the bankruptcy court under the penalties of perjury?

Mr. Grimes: I do.

Benji Rollins: Thank you. And for our audio record would you mind spelling-, stating and spelling your name please?

Mr. Grimes: My name is Melvin Grimes. M-E-L-V-I-N last name Grimes G-R-I-M-E-S. Although my father is deceased, I'm also legally Junior.

Benji Rollins: Thank you.

Mr. Burke: Hello, Mr. Grimes as you're aware I represent Ms. Snow in this matter. What is your occupation?

Mr. Grimes: I'm an attorney. I'm the senior attorney with Robert [U/A] family law firm.

Mr. Burke: And how long have you been an attorney?

Mr. Grimes: I was licensed in February 2013. So I guess that's what, eight plus years.

Mr. Burke: Are you aware of Ms. Luba Snow?

Mr. Grimes: I'm very well aware of Ms. Snow.

Mr. Burke: And how are you aware of her?

Mr. Grimes: I have been the attorney on record for Enrique for their divorce case since, I believe, 2018-, I believe, 2018.

Mr. Burke: You're aware that English is not Ms. Snow's native language?

Mr. Grimes: I am.

Mr. Burke: When did you start representing Mr. Gonzalez in the Family Court case against Ms. Snow?

Mr. Grimes: [U/A] If you want an exact date, I actually can get that for you, but I believe it was approximately June of 2018.

Mr. Burke: Okay. And during the three or four years that this divorce has gone on, you're aware that at some times Ms. Snow was unrepresented?

Mr. Grimes: I am. Yes.

Mr. Burke: Okay. And during those times you corresponded with Ms. Snow via e-mail, correct?

Mr. Grimes: Your honor, I'm going to object [U/A] as to relevance.

Judge: Mr. Burke, what's the relevance?

Mr. Burke: I wanted just to point out one or two e-mails that were sent during that time prior to the bankruptcy because it plays into the overall effect on the emotional distress suffered by Ms. Snow and I don't think we can get full grasp on that without reading a couple of these e-mails, it'll be brief and then it'll play until later on why Ms. Snow was so traumatized by what happened.

Judge: I-, Mr. Grimes do you want to say anything?

Mr. Grimes: I just don't see the relevance of the e-mails that occurred in 2019 and 2020 could potentially have on the 2022 [U/A] petition.

Judge: I-, I not-, I don't know what e-mails you're going to be referring to. So why don't we go ahead and I will let you begin but I will- with the understanding that potentially will sustain objection if I find that they're not relevant but I'm not sure without knowing what the evidence actually is to be able to rule on it.

Mr. Burke: Thank you. Okay, so [O/V] if we go to Exhibit 1 page 1 at the bottom. Are you there, Mr. Grimes?

Mr. Grimes: I am not. I apologize, Mr. Burke, [U/A] I had all of this set up and it's just isn't working the way I thought, so give me just a second and I will load it in a different manner. And you did want Exhibit 1, correct?

Mr. Burke: Exhibit 1 page 1.

Mr. Grimes: Okay.

Mr. Burke: Okay. In the middle there, dated Thursday October 22nd 10:44 do you see that? It's on the right side, the middle of the page.

Mr. Grimes: October 22nd?

Mr. Burke: It says Thursday, October 22nd 10:44.

Mr. Grimes: I see that. Yes.

Mr. Burke: Okay. And that's an e-mail from you to Ms. Snow.

Mr. Grimes: It appears to be, yes.

Mr. Burke: Okay. The second paragraph which says, "I have reviewed" if you would skip to the second to last sentence it says, "My role."

Mr. Grimes: I'm going to object as to the foundation I don't know the actual year on this one, I have the October 22nd, I don't know the year.

Judge: Mr. Burke, are you able to lay a foundation for this?

Mr. Burke: I, I have to go through Ms. Snow as to what year this is. I don't know why it was cut off. But the relevance is he said he's representative since December 2018, so it's got to be in the last few years, but again it plays into, and it's just a couple of e-mails that I want to put forward to the court to show why Ms. Snow was terrified in this situation. It makes more sense when we have this background and it's two or three sentences I want to point out.

Mr. Grimes: Well, [U/A]. Okay I'll let the judge rule.

Judge: Did you have [U/A].

Mr. Grimes: No, your honor.

Judge: If this is going to be established by Ms. Snow, I will, I will allow it in at this point but if she does not actually do so in her testimony then I will sustain the objection at that time. If you-, Mr. Burke, go ahead with your questioning. I don't think there was an objection other to, to not knowing the date. Please proceed to get to the point you were getting to so I can actually rule an objection that was [U/A] earlier regarding relevance.

Mr. Burke: All right. I'm going to point out in the middle of the second paragraph which says, "I reviewed," is the second last-, to last sentence where it starts out "My role."

Mr. Grimes: Yes.

Mr. Burke: Okay. Would you just read that one sentence?

Mr. Grimes: Well-, sure. It says, "My role is to beat you in court, show you as controlling and unstable and to remove the child from your custody."

Mr. Burke: Thank you. Now [U/A]-

Judge: Mr. Burke. [U/A]. Mr. Burke. Hold on. Before you go forward, is this something you can get into your own client? This looks like an e-mail to your client.

Mr. Burke: I guess Mr. Grimes was going to object, I mean, he's admitted these in [U/A] and if there's no objection, Ms. Snow can testify to these. I just don't want to be caught where Ms. Snow tries to testify and Mr. Grimes says, "Oh, I object."

Mr. Grimes: I've already agreed to admit them.

Judge: Okay. All right. [U/A].

Mr. Grimes: And I'm going to review the foundation because I think court needs to know the date. But am I [U/A].

Judge: [U/A] ruling of foundation Ms. Snow is called, so you may proceed, Mr. Burke. I'm going to… Given your explanation, Mr. Burke, about the purpose and the use of this e-

mail to relate to her current state of mind with respect to the issues that recently happened I think it is relevant and I will overrule the relevancy objection. So, please proceed.

Mr. Burke: Thank you. If we turn to page 2. All right. And it's the-, there's a date to the right there is the October 22nd 11:26, do you see that?

Mr. Grimes: I do.

Mr. Burke: Okay. And this is an e-mail from you to Ms. Snow, correct?

Mr. Grimes: Yes. It is. It appears to be.

Mr. Burke: Okay. So, in the last paragraph, starting with the sentence "I know" can you read that to the end?

Mr. Grimes: "I, I know how this ends because I know, I know the law. Keep digging in and see what happens. You will be better served resolving this matter in total, but that's your choice. You're unnoticed but I am preparing documents to modify the requested order [U/A] primary physical to Enrique and for you to have limited contact until you complete the whole psychological evaluation. Knowing that [U/A] wrong yet."

Mr. Burke: Thank you. And if we go to the very last line, it's under the e-mail Thursday, October 22nd at 12:04, do you see that last line?

Mr. Grimes: I do.

Mr. Burke: Okay. And it's from you to Ms. Snow, correct?

Mr. Grimes: I believe so.

Mr. Burke: Okay. Just read the first sentence that is starting "I am your-, I am your husband's lawyer" do you see that? Just to the word "You."

Mr. Grimes: Well, I do. But- okay. [U/A]. "I'm your husband's lawyer and my job is to intimidate, humiliate and defeat you as a human being. I'm telling you to resolve this."

Mr. Burke: That's sufficient. Thank you.

Mr. Grimes: [U/A] the court should be aware just before that, I'm not the mediator here and that's what she's been asking me to do. I wasn't the judge; I wasn't the mediator. I was here to put on a case and you're taking pieces of this [U/A].

Mr. Burke: [U/A].

Judge: [U/A]. Mr. Grimes, I think you're going beyond what his question was [U/A] to read that. Mr. Burke, you may proceed.

Mr. Burke: Thank you. As an attorney have you ever filed a bankruptcy case for anybody?

Mr. Grimes: No.

Mr. Burke: You understand that when a bankruptcy is filed the automatic stay is in effect?

Mr. Grimes: I do.

Mr. Burke: At the time Ms. Snow filed her chapter 7 bankruptcy on December 15th, 2021, you understood that the property at [redacted] was property of the state, correct?

Mr. Grimes: No. That was not my understanding.

Mr. Burke: Well. Let's turn to Exhibit 15.

Mr. Grimes: I have it. What page?

Mr. Burke: I'm on page 196. Can you tell me what this is?

Mr. Grimes: This is a motion for relief from automatic stay, alternatively a motion to dismiss.

Mr. Burke: And who filed it?

Mr. Grimes: My office did. I believe my signature is on it. Would you like me to scroll down and confirm?

Mr. Burke: No. I want you to read from line 19 to line 25.

Mr. Grimes: [U/A] relief from the automatic stay pursuant to [U/A] section 362 [U/A] the Family Court case is defined herein to proceed court order relief of a real property located at [redacted] Las Vegas, Nevada including but not limited to

partition in sale with the understanding that the [U/A] portion [U/A] of the excess proceeds of the property of the bankruptcy estate.

Mr. Burke: So, you knew the house was a property of the bankruptcy estate?

Mr. Grimes: Well, at the time of this filing, and again, as I said there, her portion is a property of the bankruptcy estate and I knew that but the question you asked was whether the home was property of the estate. And I will tell you sitting here today, I don't believe the home is 100% a portion of the bankruptcy estate, 50% of it is, that is my position and [U/A] my position.

Mr. Burke: Whether it was 50% or 100%, some interest in the house was a property of the state, was it not?

Mr. Grimes: Absolutely. Yes.

Mr. Burke: Okay. Now, you're aware Ms. Snow filed a bankruptcy?

Mr. Grimes: I'm going to object [U/A] foundation because I don't know at what point he's asking me whether or not I knew.

Mr. Burke: That's, that's-, well, do you know right now she's filed a bankruptcy?

Mr. Grimes: Absolutely. Yes.

Mr. Burke: Okay. When did you first became aware she filed bankruptcy?

Mr. Grimes: I want to say and I'm going through memory, I'm not looking at my notes, so I want to say that I learned definitively that she had filed for bankruptcy at about 08:05 on the 16th of December.

Mr. Burke: 08:05 am or pm?

Mr. Grimes: AM.

Mr. Burke: All right. Let's look at Exhibit 2 page 13.

Mr. Grimes: Don't know if I have loaded [U/A] have we previously done to?

Judge: Exhibit 2 we're looking at?

Mr. Burke: Yes.

Mr. Grimes: Sorry. I'm, I'm looking for it, like I said this is not set up the way I wanted. And my apologies to the court for that.

Mr. Burke: Yeah, actually let's start with page 12.

Mr. Grimes: Okay. [U/A] I had this one open already. What page you want me on? Okay.

Mr. Burke: Page 12.

Mr. Grimes: Okay.

Mr. Burke: All right. Now, earlier you have referred to docket number 1 and it's not part of my exhibit book but it's the petition and it shows that Ms. Snow filed bankruptcy on December 15th, 2021, at 13:15 in other words 1:15. Are you aware of that?

Mr. Grimes: I am. I-

Mr. Burke: [U/A] Exhibit 2.

Mr. Grimes: [U/A] as I said [U/A] today I am aware of that.

Mr. Burke: Right.

Mr. Grimes: Okay.

Mr. Burke: Okay. Now on page 12 you've seen this before [O/V].

Mr. Grimes: I have.

Mr. Burke: Okay. And in fact it's an e-mail from you to Ms. Snow.

Mr. Grimes: I drafted it. Yes.

Mr. Burke: Okay. And what's the date and time on it?

Mr. Grimes: December 15th, 2021, at 14:51. That would be 2:51pm.

Mr. Burke: Which is about an hour and a half after Ms. Snow had filed bankruptcy, correct?

Mr. Grimes: Yes. As it turns out.

Mr. Burke: Okay. And would you read the middle paragraph of your e-mail? "I was just contacted…"

Mr. Grimes: "Contacted by Mr. Meese, the realtor hired to sell the home. He had informed me that you had indicated you are not going to complete the sale scheduled next week. Is this your intention, question mark. Misconduct will violate the decree for divorce [U/A] order to show cause [U/A] jail and sanctions. My hope is that this is a misunderstanding and that you intend to [U/A] all documents to conclude the sale next week."

Mr. Burke: And who's Mr. Meese?

Mr. Grimes: Mr. Meese was the realtor-, we provided three names they selected the realtor back in October, they selected Mr. Meese from that list. So that was the realtor that was engaged to sell the home.

Mr. Burke: And Mr. Meese contacted you on the 15th, correct?

Mr. Grimes: Correct.

Mr. Burke: And Mr. Meese contacted you to tell you that Ms. Snow had filed bankruptcy, correct?

Mr. Grimes: No.

Mr. Burke: Why did Mr. Meese contacted you?

Mr. Grimes: What I was told was that he had been contacted by Luba and asked for extension of time to complete the sale.

Mr. Burke: Let's turn to page 13.

Mr. Grimes: Okay.

Mr. Burke: Have you seen this e-mail before?

Mr. Grimes: I have.

Mr. Burke: Okay. And it's from Ms. Snow to you?

Mr. Grimes: Yes.

Mr. Burke: Okay. Can you read starting from "Dear Mr. Grimes"?

Mr. Grimes: "Dear Mr. Grimes I have filed bankruptcy. One, any further communication from you in effort to collect money from me which involves my property will be a violation of the automatic stay provisions of the bankruptcy semicolon, and two, I'm represented in my bankruptcy by Christopher Burke. Any questions you have about the bankruptcy or how it affects the house sale should be directed to Mr. Burke, semicolon, and three, I did not refuse to sell the house [U/A] the bankruptcy simply affects certain requirements for doing so. Thank you."

Mr. Burke: And what's the date and time for this e-mail?

Mr. Grimes: This was sent December 15th, 2021, at 15:19, that would be 3:19 pm.

Mr. Burke: Okay. So it was just maybe 28 minutes after you sent your e-mail to Ms. Snow, correct?

Mr. Grimes: That seems correct. Yes.

Mr. Burke: Okay. So on the date Ms. Snow filed bankruptcy she sent you an e-mail that said she had filed bankruptcy, correct?

Mr. Grimes: That is correct.

Mr. Burke: [U/A]. On December 15th after receiving Ms. Snow's e-mail, did you do anything to verify her bankruptcy filing?

Mr. Grimes: I did.

Mr. Burke: And what did you do?

Mr. Grimes: I did two things. First, I called your office and requested information. I received no return call. Second, I checked PACER, I actually checked PACER twice that day. At the time of that e-mail-, well, I need to back up, because I, I need to be clear on the record and if you want to object, I'll deal with it then, but prior to the e-mail, I contacted Mr. Gibbs her attorney in the Family Court case [U/A] directly. I called Mr. Gibbs, Mr. Gibbs informed me he was aware of the delay. She did not use the word "Bankruptcy."

Provision was not capable of discussing it with me and that he would be withdrawing that day. I asked for consent in writing to discuss the issues directly with Ms. Luba. I received that, I will tell you I already had the e-mail drafted because he told me, verbally he was sending it, but it did not go out until after I received written consent from Mr. Gibbs to contact Ms. Snow directly on this issue. I then sent the first e-mail. I received her response, that was the first I learned of her intent to file bankruptcy. I contacted your office, left a message, received no phone calls, checked PACER somewhere I want to say around 3:00-3:30 in the afternoon, and I don't know exactly, and I found no record at that time of the bankruptcy filing. So those were the immediate steps that I took at that time.

Mr. Burke: Okay. Well, let's go back to page 13.

Mr. Grimes: Okay.

Mr. Burke: You say-, you just testified that Ms. Snow was going to be filing bankruptcy but what did she say in the first sentence after "Dear Mr. Grimes"?

Mr. Grimes: She said, "I have filed bankruptcy."

Mr. Burke: Okay. How long have you had a PACER account?

Mr. Grimes: At least eight years. I actually think I have it before that one when I was working at the federal court but I'm not sure how long it's been in effect, but it's been there a while.

Mr. Burke: All right. Let's turn to Exhibit 14 page 144.

Mr. Grimes: 15 let me scroll this [U/A].

Mr. Burke: Exhibit 14, page 144.

Mr. Grimes: I, I don't-, here we are. 144?

Mr. Burke: Yes.

Mr. Grimes: Got it.

Mr. Burke: Okay. And for the record, what is this?

Mr. Grimes: I responded Enrique Velasquez Gonzalez [U/A] motion for contempt [U/A] violation of the automatic stay under section 362 A.

Mr. Burke: Okay. And when was it received and filed?

Mr. Grimes: It was received December 28th, 2021.

Mr. Burke: [U/A] 2021?

Mr. Grimes: Correct.

Mr. Burke: If you have a PACER account why was this hand stamped?

Mr. Grimes: Because my [U/A] filing in the bankruptcy court was not set up yet.

Mr. Burke: All right, let's go to... Okay. We just looked at page 13 where Ms. Snow said "I have filed bankruptcy" your testimony is you checked PACER and you didn't find it.

Mr. Grimes: That is correct.

Mr. Burke: Okay. Let's go to page 14.

Mr. Grimes: Okay.

Mr. Burke: And you've seen, you've seen this before?

Mr. Grimes: I wrote it. Yes.

Mr. Burke: Okay. And when is it dated?

Judge: [U/A] are we? Which exhibit?

Mr. Burke: Oh! Exhibit 2 page 14 I'm sorry.

Judge: One moment please, let me get there. All right, go ahead.

Mr. Burke: Okay. Mr. Grimes, this is an e-mail you sent to Ms. Snow, correct?

Mr. Grimes: That is correct.

Mr. Burke: And the date and time?

Mr. Grimes: December 26th, 2021, 9:26 am.

Mr. Burke: All right. And under Ms. Snow the first paragraph the second sentence can you read that? "I can state…"

Mr. Grimes: Wait-, am I not looking?

Mr. Burke: [U/A] "I have nothing…"

Mr. Grimes: I got it. I'm sorry. I was looking at the beginning and not…

Mr. Burke: You, you [U/A]- actually you can read that whole paragraph "Nothing" just those two sentences or three.

Mr. Grimes: "Nothing in my communication [U/A] was ever-" I'll start over. I'm sorry. "Nothing in my communication with you was ever intended to collect the debt. I can state with absolute certainty [U/A] I nor my client are creditor of yours. And therefore we are not in violation with any state or federal rule."

Mr. Burke: Thank you. Now can you read the, the last paragraph? "You can either…"

Mr. Grimes: "You can either-, you can either immediately dismiss your petition to refile after the sale or face contempt next week and face consequences [U/A] material fact in the bankruptcy case. Your immediate attention to this matter is expected."

Mr. Burke: All right. Now we just looked at page 13 where Ms. Snow said, "I filed bankruptcy" and that was e-mail was December 15th at 3:19. Can you turn to Exhibit 14 page 158?

Mr. Grimes: Okay. I'm there.

Mr. Burke: Okay. And this is your [U/A] application for temporary restraining order, correct?

Mr. Grimes: That is correct.

Mr. Burke: And it was filed December 15th, 2021, at 8:34 pm?

Mr. Grimes: That is correct.

Mr. Burke: Okay. That's five hours after Ms. Snow had said she had filed bankruptcy, correct?

Mr. Grimes: That is correct.

Mr. Burke: Okay. And then if we look at Exhibit 4… Excuse me, 3.

Mr. Grimes: 5… 3. Got it.

Mr. Burke: Page 15. This is Ms. Snow's notice of bankruptcy filing at Family Court, December 16th, 2021, at 11:20am. You've seen this before?

Mr. Grimes: Yeah.

Mr. Burke: Okay. And you received it on the 16th of December 2021?

Mr. Grimes: I don't recall. I will say, because it's an electronic filing, I received it on and around the 16th, but I think everybody here has worked in an office I may not have seen it until the 17th. But yes, I received it on and around the 16th.

Mr. Burke: When did you first become aware of Ms. Snow's bankruptcy?

Mr. Grimes: As I previously stated, it was actually on the 16th, I, I believe at about 08:15 in the morning.

Mr. Burke: And how did you become aware?

Mr. Grimes: Well, there was two things I was looking for when I arrived that morning and I had to do it quickly because I had to be down at the justice center for an evidentiary. That's why I said it was probably about 08:15. One, I was looking to see whether or not the bankruptcy had been filed by your office, so I checked to make sure again. And second, I was checking Family Court to determine whether or not the temporary restraining order had been issued. The answer to the bankruptcy at that time was "Yes" it was now there on PACER and so I became aware of the filing and that's when I first knew that she had filed bankruptcy. I looked in Family Court to see if the temporary restraining order had been issued and in that point it did not.

Mr. Burke: Did you ever filed a pleading at Family Court withdrawing the TRO that you had filed?

Mr. Grimes: I, I didn't. The TRO? No, I did not.

Mr. Burke: And in fact, to this day the temporary restraining order [U/A] it hasn't been withdrawn, has it?

Mr. Grimes: No. But I think in fairness, and I believe you know this, I, I immediately informed Department P of the-, that I had filed I believe my exact e-mail was that it was a race to the courthouse, we lost the race, they filed before the-, now that Judge Perry still issued the restraining order that she has now stated. So, yes. But I did take steps to notify the department.

Mr. Burke: But you never personally withdrew it?

Mr. Grimes: I… Well, I wouldn't… I can't withdraw a restraining order that is issued by a court. I can simply notify the court.

Mr. Burke: Did you file any pleading with the court saying, "Ms. Snow has filed bankruptcy, please withdraw this temporary restraining order"?

Mr. Grimes: I, I saw no reason to make that filing. I notified the department in writing and when I appeared at the said hearing the first things out of my mouth were those words. That we lost the race and that the restraining order was moved.

Mr. Burke: Now just going through the timeline on 12/15 Ms. Snow files bankruptcy, correct?

Mr. Grimes: That is correct.

Mr. Burke: At 01:15, at some point after that Mr. Meese contacted you and according to you said there is a delay or Ms. Snow wants to delay the sale of the property?

Mr. Grimes: That is correct.

Mr. Burke: And on December 15th at 2:51 you sent-, of 2021, you sent an e-mail to Ms. Snow expressing your concern that she may be delaying the sale of this property, correct?

Mr. Grimes: That is correct.

Mr. Burke: And then at 03:19 on December 15th, 2021, Ms. Snow informed you that she filed bankruptcy, correct?

Mr. Grimes: Correct.

Mr. Burke: In your testimony you checked PACER and didn't see her name? That she had filed bankruptcy on December 15th?

Mr. Grimes: [U/A] on December 15th I did not find filing of bankruptcy.

Mr. Burke: But your testimony is you checked PACER and you did not find that she filed bankruptcy?

Mr. Grimes: I checked it that afternoon, I also checked it again that evening before we made the filing.

Mr. Burke: Okay. And then on December 15th, 2021, at 08:34pm at night you filed your ex-party application for order-, for temporary restraining order, correct?

Mr. Grimes: That is correct.

Mr. Burke: Okay. And the next morning, you said, around 08:15 or so December 16th, 2021, you became aware officially that Ms. Snow had filed bankruptcy?

Mr. Grimes: That is correct.

Mr. Burke: Okay. Thereafter, the TRO was [U/A] by the Family Court, correct?

Mr. Grimes: That is correct.

Mr. Burke: Okay. And we've established you didn't file anything with the court to withdraw that temporary restraining order, correct?

Mr. Grimes: [U/A]. Correct. I did not file anything, but I did notice the court.

Mr. Burke: Okay. Then, on December 17th, 2021-, and at this point you're aware that Ms. Snow filed bankruptcy?

Mr. Grimes: Absolutely.

Mr. Burke: You filed the motion for-, to show cause, correct?

Mr. Grimes: Correct.

Mr. Burke: So, let's go to Exhibit 8 page 54. Are you there?

Mr. Grimes: Yeah. 54? Yeah, I'm there.

Mr. Burke: Okay. Now, this is your party application for order to show cause-

Mr. Grimes: That is correct.

Mr. Burke: [U/A] with the Family Court. Okay. And the time and date is what?

Mr. Grimes: December 17th 03:16 pm.

Mr. Burke: And at this point you stated you knew she had filed bankruptcy?

Mr. Grimes: Absolutely.

Mr. Burke: Okay. Let's go to page 58.

Mr. Grimes: I'm there.

Mr. Burke: Okay. And this is your affidavit. It's an affidavit of Melvin Grimes and that was filed with your ex-party application for the show cause, correct?

Mr. Grimes: Pursuant to the rule. Yes.

Mr. Burke: Okay. And this-, and if we look at page 61 what's the date that this affidavit was signed?

Mr. Grimes: December 17th, 2021.

Mr. Burke: And again, you had now known that she filed bankruptcy by then, correct?

Mr. Grimes: Yes.

Mr. Burke: Okay. So, let's go back to page 60 and look at Paragraph 13, can you read that?

Mr. Grimes: "[U/A] this time the sale scheduled for December 22nd will not close the schedule."

Mr. Burke: But you already knew that she had filed bankruptcy when this affidavit was submitted, correct?

Mr. Grimes: That is correct.

Mr. Burke: Could you read number 14?

Mr. Grimes: "The failure to complete the sale will likely result in both Enrique and Lupe-, and Luba being sued for specific performance [U/A] losing money in the sale of [U/A]."

Mr. Burke: And let's look at page 61 Paragraph 17.

Mr. Grimes: "That this court must be joined [U/A] not to file bankruptcy until some day after December 22nd, 2021."

Mr. Burke: Now, the original order to show cause was to hold Ms. Snow contempt for filing bankruptcy because it's [U/A] the sale of the house, correct?

Mr. Grimes: That is correct.

Mr. Burke: And the motion for order to show cause was filed because she filed bankruptcy and the house sale was delayed, correct?

Mr. Grimes: That's correct.

Mr. Burke: The order to show cause alleges Ms. Snow violated a court order.

Mr. Grimes: Yes.

Mr. Burke: What court order?

Mr. Grimes: The, the court's [U/A] order decree of divorce, which is an order, containing the marital settlement-, settlement agreement, specifically it says that the parties will execute any [U/A] documents necessary for the transfer of the property and Ms. Snow has failed to do that.

Mr. Burke: Well, what didn't she execute?

Mr. Grimes: She hasn't executed the sale documents, she hasn't-, the property remains unsold and it's actually-, remains [U/A] house, not paying the mortgage, not paying anything, and withholding my client's money. So, she hasn't executed any of it.

Mr. Burke: Was there a date the house was supposed to be sold on?

Mr. Grimes: [U/A] Well, at that point, looking at my affidavit, it would've been sold December 22nd, 2021.

Mr. Burke: Was that the date ordered by the court?

Mr. Grimes: No.

Mr. Burke: Let's go to Exhibit 14 page 191. Actually… Yeah 191 is fine.

Mr. Grimes: Okay. I'm there.

Mr. Burke: Okay. Now this is a part of Exhibit 14 that your opposition did [U/A] motion for contempt. But on page 191 line 5 it's dated octo-, the 5th of October 2021, that is crossed out.

Mr. Grimes: Yeah.

Mr. Burke: Okay. And you've been holding onto this since October 5th, 2021?

Mr. Grimes: No. Like many offices we use templates, we were clearly running against the clock, trying to get the sale to happen on the 22nd and somebody missed that and for time I lined it out, those are my initials, and I changed the date and signed it.

Mr. Burke: If the bankruptcy filing had not stopped the sale of the house, would you have filed the TRO?

Mr. Grimes: No.

Mr. Burke: If the bankruptcy filing had not stopped the sale of the house would you have filed the order to show cause?

Mr. Grimes: No.

Mr. Burke: Isn't it true that Mr. Gonzalez is paying your fees out of sale proceeds of the house?

Mr. Grimes: I'm going to object that that goes into attorney-client privilege, your honor.

Judge: Mr. Burke?

Mr. Burke: It's not attorney-client privilege how's somebody's getting paid, and this goes to motive. This is the reason for the rush. Mr. Grimes was getting paid out of the proceeds of the house and therefore he wanted this rushed [U/A] he didn't want it delayed.

Judge: Mr. Grimes, are you [U/A] that? Address first how it's an attorney-client privilege issue. How…?

Mr. Grimes: The issues of my contract with my client and how or if I'm being paid at all are between us and what I do in court is represent [U/A] my client. How he pays or if he pays

me is, is absolutely protected and I see no reason how it's relevant to this issue on top of being protected.

Mr. Burke: Your honor, we're seeking contempt here. We're seeking punitive damages and the actions of Mr. Grimes are relevant and if he's rushed to file these motions, at least one with knowledge of the bankruptcy, arguably two and to jail Ms. Snow was based on his desire to get paid and that plays into whether or not punitive damages should be awarded if this court thinks the stay was violated.

Judge: Mr. Burke why don't you ask Mr. Grimes if there is a personal interest in the sale of the property?

Mr. Burke: Thank you. Mr. Grimes, do you have any persona interest in the sale proceeds of this property?

Mr. Grimes: No.

Mr. Burke: Do you-, Mr. Grimes, do you have a lien with Mr. Gonzalez for sale proceeds of this property?

Mr. Grimes: No.

Mr. Burke: Mr. Grimes do you have any type of agreement verbal, oral with Mr. Gonzalez regarding the sale proceeds of this property?

Mr. Grimes: Yes.

Mr. Burke: What is that agreement?

Mr. Grimes: The agreement is that the remainder of my bill will be paid in full on sale of the property.

Mr. Burke: Thank you. The order to show cause that you filed after knowledge of the bankruptcy sought to jail Ms. Snow for 25 days, correct?

Mr. Grimes: That is correct.

Mr. Burke: There is a place in the record where you requested 28 days are you aware of that?

Mr. Grimes: I'm not.

Mr. Burke: Is there a reason for why you would ask for 28 days?

Mr. Grimes: It would be a typo. The statute is clear, it's 25 days.

Mr. Burke: Can we turn to page 189 of Exhibit 14?

Mr. Grimes: I am there.

Mr. Burke: Thank you. Judge?

Judge: I'm still [U/A]. Can you repeat the page number?

Mr. Burke: 189 in Exhibit 14.

Judge: All right. I'm there.

Mr. Burke: Would you read-, and this is again your opposition-, well, this is a part of-, Let's see… If we go to page 189 it, it'll say what it is. It's defendant's motion for order to show cause but to have the record clear, would you turn to page 189?

Mr. Grimes: Yeah.

Mr. Burke: And would you agree this page 189 is part of the defendant's motion for order to show cause?

Mr. Grimes: Absolutely.

Mr. Burke: And on page 189 would you read lines 15 to 18? [U/A].

Mr. Grimes: "Defendant therefore does not ask this court to impose financial penalty-, penalties nor awards under the present motion [U/A] the bankruptcy court list the automatic stay. The defendant asks this court to [U/A] permitted by statute imposing 28 days," which I already said it was a typo, "of jail in the clerk county detention center sentence to be served immediately."

Mr. Burke: So, you-, this motion reserved the right to seek to impose financial-, or to seek financial penalties or attorney's fees against Ms. Snow for filing bankruptcy and delaying the sale, correct?

Mr. Grimes: I can see how you get that reading but it isn't the intent of it, of that. There are specific clauses within the marital settlement agreement that could impose financial or other penalties and I'm reserving those. But I believe if you read the motion in its entirety, we very clearly state that we cannot seek financial sanctions such as [U/A] in cause or a fine as part of this motion. I do understand your point that it could be read that way, it's not the intent of the document in its entirety.

Mr. Burke: And am I correct that on-, after you filed the December 28th, 2021, opposition to the motion to contempt neither you, Mr. Gonzalez, nor the Robert [U/A] Law Firm have filed any other pleadings in the bankruptcy court?

Mr. Grimes: That is correct.

Mr. Burke: No further questions.

Judge: Mr. Grimes, how will you plan to [U/A] across?

Mr. Grimes: Well, [U/A] to the court, I can either just make a statement of, of, of fact regarding this or I can ask myself specific questions and then respond to the question after a period of objection [U/A] on this.

Judge: Mr. Burke, do you have any objections to [U/A]-

Mr. Burke: I have no objections…

Judge: -propose.

Mr. Burke: Sorry. With Mr. Grimes making a statement. I'm curious how long it'll be because I may have to ask questions [U/A] and break it down a bit, but I do not impose, I think it'll save time if Mr. Grimes makes a statement and I preserve all objections to be ruled after he's done speaking if that makes it easier, judge?

Judge: Yeah. That, that's fine. You know? This may be in the middle of something and not [U/A] the appropriate time to discuss this, but Mr. Grimes, I'm looking at my scheduling order regarding the use of alternate testimony procedures and requiring these. You could

have filed your own declaration [U/A] could be, you know, going [U/A] that as well, but I am-, I have allowed you to testify despite the fact that there was no declaration on here. I will, will for efficiency sake allow you to make a statement and then Mr. Burke will respond to that with questions or objections if he has any. So, you may proceed.

Mr. Grimes: So, my initial statement, your honor, is and there has been a lot of questions about this why I didn't stop everything [U/A] notify me by e-mail that she had filed bankruptcy. The problem is that Ms. Snow has been less than honest in the divorce case and even in this current bankruptcy case but at that time I had already been dealing with her for years with deceit. I mean, she-, [U/A] from the Family Court were that she executed [U/A] by, by getting a signature by coercion and faking that signature and attaching it to a quick [U/A] to assert the claim on the [U/A]. I don't trust her. That was my position. That's why I checked PACER. I checked PACER, I, I-, there was no filing. And so, we proceeded to stop-, try to stop her. Now, I subsequently learned that even the TRO would not have stopped her in federal court for filing bankruptcy. But it was my intent. That's what we were trying to do. There is no question of that. So, what happens next is we lose the race, I notify the court, the court continues the hearing. As I have stated I had a hearing that morning. I was at the [U/A] if the court needs that information, I can give it the case number, but I was down there for quite some time. Far more than I expected to. When I returned to my office, I had a message. The message was from Department P and the message said, "Filing motion for order to show cause and living [U/A] blank line on the order for attorney's fees." I had to contact my client because even if the court says that, I can't just spend my client's money. I contacted Enrique. I informed him that we could file a motion for an order to show cause. I drafted an initial order to show cause. I will tell you I was concerned whether or not I'm violating the automatic stay so I do some research, I clearly learn I can't seek attorney's fees, I can't seek sanctions, I, I

reviewed the case logs [U/A] circuits, specifically in [U/A] I cited that in there and so we proceeded on a criminal contempt procedure to have her jailed. And I filed the motion. Doing so in good faith we were not trying to interfere. We have our hearing. That's done. I then filed a motion-, by this time I'm getting far more familiar with the rules in bankruptcy court, and I have sought outside guidance from those who have done some bankruptcy and we filed a motion to relief the stay regarding the home. I have numerous affidavits attached. I tried to be forthright and honest with this court. The issue of contempt requires a, a knowing and willful violation of the stay. We took appropriate steps that we believe were appropriate. And when I say "We" I'm using the [U/A] "We" in that it's me, my staff, I do meet with the partners, I do meet with the senior staff, and we discuss this. And the reality of it is that we are seeking jail time only was within the rules of the stay and that's how we proceeded. I'm not out there to harass. I've tried to follow the rules. I've been an officer of the court. I'm in good standing. I have no complaints, but I think the court needs to be aware. Her initial filings with this court were fraud. She specifically said she's still married in her bankruptcy petition in docket number 1. She specifically said that her divorce case is still open and pending, it was not. She says that she has no other claims to the home when she knew it did. She knew Enrique had the claim. She signed the document that she asserts that she wants the home and to resume making payments and to continue living in it. We fall under an exception; the court knows exceptions better than I do that to attempt to protect a claim or lien on the home is not in violation of the stay. That's what we were trying to do. What we've tried to do with the request with the stay and have that returned to Family Court. Nothing we did was willful or intended to harm or to interfere with the estate or the bankruptcy court. The second issue is they keep raising the emotional damages, no offense, I

personally find that incredulous. And for the last four years Ms. Snow-, and these are findings of facts, okay? [U/A]-

Mr. Burke: Your honor, I would, I would object in the sense that no declaration and no exhibits were put in to say these are findings of facts. I would ask that they be stricken.

Mr. Grimes: [U/A] that statement of the court is actually contained in my opposition to the motion for an order to show cause, so I would say that has been previously submitted.

Judge: Can you point me to where [U/A] is [U/A]?

Mr. Grimes: Our opposition, we included the findings from the court, let me find it really quick. And again, I apologize because while I, I took care of trying to get all of this set out none of it work the way it was supposed to.

Judge: This is part of what? You said your opposition to the initial motion?

Mr. Grimes: To the motion for order to show cause filed by counsel.

Judge: So 22? Exhibit 22? I mean docket number 22. I'm sorry.

Mr. Grimes: 22. That is correct. Let me pull that up. I think I had it elsewhere. But that's the quickest way. It's not in there. It's got to be in the motion [U/A] stay, then. But the court made specific findings that we included in our motion for the benefit of this court and it was that she…

Judge: I need to see it, Mr. Grimes. I need to know what you're talking about, since you don't have exhibits here, if you want, I mean, we can review that, but I need to know what you're referring to.

Mr. Grimes: It is the motion to lift the stay filed 20-, January 3rd, 2021, page 5 line 15 but it's paragraph 23.

Judge: Let me-, let me get there first. What docket number is the motion for relief?

Mr. Burke: 24.

Judge: 24 you said?

Mr. Grimes: That is correct.

Judge: All right. Let me open that up and then [U/A]. I got it open now, where, where is it at?

Mr. Grimes: On page-, [U/A] I want to make sure I'm right. It is on page 5, starting at line 15, title paragraph 23.

Judge: Now, that's just your recitation at [U/A] the court-, there is no-, is there an order attached [U/A] language or a transcript or anything of this sort?

Mr. Grimes: There is not.

Judge: Mr. Burke, do you have an objection to…?

Mr. Burke: Yeah. [U/A].

Judge: [U/A] objection originally?

Mr. Burke: Yes. Mr. Grimes had said these are findings of facts, I just object lacks foundation [U/A] evidence.

Judge: I, I, I will sustain the objections on all of those grounds.

Mr. Grimes: Yes. And I agree. I need the facts. I apologize for stating that, but there were, there were in fact findings of the court put on the record and I, and I've recited them here but specifically within the petition for bankruptcy on the schedule [U/A] 414548414417419 are community debt. We don't deny that. Everything we have laid out has been-, we recognize what's going on here but she's wrongfully taking his money from him. There were alternative means other than tying this up. And again, our actions were only to protect Enrique's interest. We never sought any type of, of attachment to Luba's interest. And again, there was no willful and knowing violation of the stay. We believe that what we did fell under the exception laid out in the [U/A] cited previously that it was done to, to protect the lien. Furthermore, the motion to order to show cause, again, I read the pleadings and we still go back to what we initially hold Mr. Burke in a letter which was that [U/A] says. You can go after criminal proceedings. In fact [U/A] was very clear,

even [U/A] means to collect. But again, I would assert to the court, we weren't trying to collect anything. We don't want any of Ms. Snow's money. All we want is Enrique's money. And, and I don't see how that is contentious. I, I don't see how trying to protect your assets, especially when someone says in their pleadings and at the time of the filing of the motion for the order to show cause, we had her pleadings at that point, she says "I want to continue making payments and stay in the home." That was her statement in the initial pleadings. That-, that asserts she is trying to get around the divorce decree and take Enrique's portion of the home. And with that, your honor, I believe we acted in good faith, I don't think our actions were willful. I don't think they were a knowing violation of the stay.

Judge: Okay. Mr. Burke, I'll let you question the witness again.

Mr. Burke: Thank you. You're familiar with the [U/A] case?

Mr. Grimes: I am.

Mr. Burke: [U/A], the individual had criminal proceedings for not paying child support, correct?

Mr. Grimes: That's correct.

Mr. Burke: Okay. And there were no criminal proceedings instituted against Ms. Snow prior to her filing bankruptcy, were there?

Mr. Grimes: To my knowledge, no.

Mr. Burke: Okay. Now you've referenced your e-mail back to me. Let's look at Exhibit 5.

Mr. Grimes: Okay.

Mr. Burke: Page 41. And you're familiar with this December 20th, 2021, letter?

Mr. Grimes: I remember receiving this. Yes.

Mr. Burke: Okay. And in it if you recall, Ms. Snow's attorney asked that you withdraw the TRO and the order to show cause, correct?

Mr. Grimes: That's correct.

Mr. Burke: Okay. And Mr. Gonzalez had read this earlier but if, if you read the middle paragraph starting "Putting aside."

Mr. Grimes: Well, to make a clear record, this is your letter to me. So this isn't my writing, this is yours, but "Putting aside the fact that the [U/A] district court has no authority [U/A] the party from filing bankruptcy your TRO violates the automatic stay C11USC362A. In addition your ex-party application for order to show cause filed December 17th, 2021, again, with knowledge of Snow's bankruptcy also violated the automatic stay. Therefore, my-, I'm requesting you dismiss or withdraw the TRO and OSC by 5 pm today December 20th, 2020, otherwise I would have no interest, but to file a motion for contempt against you and your firm. And Ms. Snow will be requesting actual damages, attorney's fees, and punitive damages."

Mr. Burke: That's sufficient. Now let's go to Exhibit 6 page 42, your response.

Mr. Grimes: Okay. All right.

Mr. Burke: On the second paragraph, the last sentence, we've gotten over this already, would you read what you put? The TRO.

Mr. Grimes: You want just the last sentence or the last two?

Mr. Burke: The last sentence. Then-, then, after that I'll have you read the last paragraph.

Mr. Grimes: Okay. The TRO [U/A].

Mr. Burke: And we've already established that. It's never been [U/A], has it? It's been stayed.

Mr. Grimes: [U/A] I actually believe it was [U/A], but I believe the, and I may be wrong, I believe the TRO is [U/A], I believe the order to show cause is stayed.

Mr. Burke: Let's read the last paragraph of your response to me. Now, this is your-, let's just put in context, this is your response on December 20th, 2021-, 2021, to my letter to you of December 20th, 2021, correct?

Mr. Grimes: That is correct.

Mr. Burke: Okay. Can you read the last paragraph, please?

Mr. Grimes: "With regards to the OSC filed this is not a violation of 11USC section 362. I'm in no way attempting to enforce the judgement or obtain a judgement against Ms. Snow. Before filing the motion, I closed and reviewed the holding and [U/A] 202 [U/A] 49 circuit 1999 [U/A] the state court can't proceed on criminal conduct even if the conduct is related to the bankruptcy and even if the prosecution is disguised effort to enforce payment of debt and therefore we're not going to withdraw the motion for an order to show cause."

Mr. Burke: Okay. At this point you knew of Ms. Snow's bankruptcy, correct?

Mr. Grimes: I did.

Mr. Burke: Okay. And it was your choice or Mr. Enrique Gonzalez's choice to go forward with the order to show cause despite knowledge of the bankruptcy, correct?

Mr. Grimes: Yes. Because I [U/A] violated the stay.

Mr. Burke: Okay. No further questions.

Mr. Grimes: Nothing further, your honor.

Mr. Burke: You're muted, your honor.

Judge: Yeah. [U/A] right time. [U/A].

Mr. Burke: [U/A] I was going to say I think we need a jeopardy button to push on and off.

Judge: I know. I certainly need something. It doesn't matter how many times that I go through this I have always an instance where I speak [U/A] muted. Do you have another witness, Mr. Burke, that you would like to call?

Mr. Burke: Ms. Snow.

Judge: Thank you, Mr. Grimes.

Mr. Burke: And, your honor, I assume you're going to swear her in and as I give my prior declaration witnesses, I'll just do a quick overview and then Mr. Grimes can do this cross.

Judge: Okay. [U/A] Ms. Snow we're going to swear you in. [U/A]

Benji Rollins: Thank you, your honor, and thank you for raising your right hand, Ms. Snow. Do you affirm to tell the truth in this matter before the bankruptcy court under the penalties of perjury? I'm sorry, your honor, I didn't hear a response. Is her microphone-

Ms. Snow: Yes, I-

Benji Rollins: Okay. Thank you. I can hear you now.

Ms. Snow: Yes, I do.

Benji Rollins: Thank you. Would you mid also stating and spelling your name for our record?

Ms. Snow: This is Luba Snow. L-U-B-A and last name S-N-O-W.

Judge: Ms. Snow, I can barely hear you. Can you sit closer? When you leaned all the way forward, I could hear you. Do you mind spelling your name again [U/A] for the record [U/A]?

Ms. Snow: It's Luba, L-U-B-A. Last name Snow, S-N-O-W.

Judge: I can hear you well, now. Thank you. All right. Mr. Burke?

Mr. Burke: Thank you, your honor. Ms. Snow did a declaration and I think it's Exhibit 50… [U/A] it's 55. Ms. Snow has been in a contentious divorce the last few years. Ms. Snow does not speak English as her native language, Ms. Snow has a piece of property that was a part of the divorce and Ms. Snow had some liens on those property-, on that property. And Ms. Snow testified she filed bankruptcy trying to avoid those liens. Ms. Snow also give whatever she could to make Mr. Grimes aware of her bankruptcy proceedings. This includes filing-, sending an e-mail to Mr. Grimes that she had filed bankruptcy, filing a notice of bankruptcy with the court, and filing a motion to try to set aside the TRO with,

with the Family Court. The events that occurred over the last two months has affected her emotionally and we went into some of those e-mails earlier in cross or-, redirect, I will allude to those because the court said you wanted to hear from her on those e-mails. So having said that I will move over for Mr. Grimes to do a cross if he chooses.

Judge: Thank you. Go ahead, Mr. Grimes.

Mr. Grimes: I was just struggling to find the unmute button. I'm looking for the affidavit files, and I'm…

Mr. Burke: Your honor, for the record [U/A] document 52 I, I think I said a different number earlier.

Judge: It's docket 52.

Mr. Grimes: Okay. All right. [U/A]. Ms. Snow, according to you declaration you filed bankruptcy on December 15th at approximately 1:15 pm, is that correct?

Ms. Snow: Correct.

Mr. Grimes: Did you serve Enrique a copy of that petition at that time?

Ms. Snow: No.

Mr. Grimes: Did you serve a copy of the petition on my office at that time?

Ms. Snow: No.

Mr. Grimes: On the initial petition…

Judge: [U/A] hold on [U/A], Mr. Grimes. Ms. Snow you're going to have to get really close because it's the only time we really are able to hear you.

Ms. Snow: Okay.

Judge: Thank you.

Mr. Grimes: At the time of that filing, did you list Enrique as a co-owner of marital home?

Ms. Snow: I don't believe so.

Mr. Grimes: Did you list him as a creditor anywhere in your initial petition?

Ms. Snow: No.

Mr. Grimes: Did you in fact in your initial petition assert that you want to do return to making payments remove it from [U/A] and continue to reside in the home?

Ms. Snow: At the time I filled that out, yes.

Mr. Grimes: And-, so was it your-, was that your intention to continue to reside in the home and to keep it?

Ms. Snow: Yes. Before the divorce court-, before the divorce trial date that was my, my intention, yes.

Mr. Grimes: I'm sorry, let me rephrase the question, when you filed your bankruptcy on December 15th, and you filed that initial petition, was your intention stated in that petition to resume making payments and to continue to reside in that home?

Ms. Snow: No that was a mistake. That was not corrected.

Mr. Grimes: Okay. Your second statement in your declaration is that you're from [redacted] and English is not your first language, is that correct?

Ms. Snow: Correct.

Mr. Grimes: The last four years of, of, of litigation have you ever had a translator present for yourself?

Ms. Snow: No, I have not.

Mr. Grimes: So, just to be clear you had felt comfortable dealing with this, correct?

Ms. Snow: Not comfortable.

Mr. Burke: [U/A] the word "Comfortable"?

Mr. Grimes: I'll [U/A].

Mr. Burke: [U/A].

Mr. Grimes: I'll rephrase.

Judge: Thank you.

Mr. Grimes: Did you, did you feel the need to use a translator in the divorce process?

Ms. Snow: No.

Mr. Grimes: Okay. You stated that I've been terrorizing you since I was hired in 2019, do you recall that statement?

Ms. Snow: Yes.

Mr. Grimes: Okay. Specifically you-, I was questioned, you were present for it, regarding some e-mails, correct?

Ms. Snow: Correct.

Mr. Grimes: [U/A] they asked to read aloud specifically stated that I knew what was going to happen, I told you what was going to happen, correct?

Ms. Snow: I remember you reading that, correct.

Mr. Grimes: All right. And specifically, going back to when I first started this process, I told you that it was going to be, the marital home was going to be sold and that there was going to be a legal joint physical custody situation, didn't I?

Ms. Snow: Yes, you did.

Mr. Grimes: And isn't that exactly what occurred?

Ms. Snow: Yes.

Mr. Grimes: Didn't I further say that you were going to end up subject to a psychological eval based on your conduct?

Ms. Snow: Not based on my conduct. That was just what's-, the judge ordered both of us to go under.

Mr. Grimes: I was asked to read the e-mails and, and I read them. You said you heard them. One of the things that I was asked to read was an e-mail I sent you that said that [U/A] process of preparing documents that'll lead to limiting your contact until you have a psych eval, you recall me reading that?

Ms. Snow: Yes. If I don't agree to your demands.

Mr. Grimes: Okay. You ultimately ended up having a psychologically eval, didn't you?

Ms. Snow: Yes.

Mr. Grimes: Okay. So my language that [U/A] I'm telling you how this ends was actually intended to try to save you and Enrique a great deal of money, wasn't it?

Ms. Snow: No, it was to intimidate me and humiliate me.

Mr. Grimes: Okay. How many times did I make offers to settle?

Ms. Snow: I remember one.

Mr. Grimes: And if fact I told you repeatedly that we would settle for any custody agreement that included a 50-50 joint physical custody, correct?

Ms. Snow: I don't recall that.

Judge: Ms. Snow, I can't hear you again.

Ms. Snow: I don't-, I don't recall that.

Judge: Thank you. You're going to have to do that every time because every time you get that close-, I know-, [U/A] looks like it's uncomfortable...

Ms. Snow: Sorry. I apologize.

Judge: That's good. Right there.

Mr. Grimes: And again if you need me to slow down, I'd be glad to, okay? All right. The reality of this is when, when this case first started you made allegations of domestic violence against Enrique, didn't you?

Ms. Snow: Yes.

Mr. Grimes: And there were no findings of facts-, to your knowledge-, let me rephrase the question, I withdraw the first one. To your knowledge, there was no finding of facts regarding domestic violence, correct?

Mr. Burke: Objection. Irrelevance.

Judge: Mr. Grimes, what is the relevance of that?

Mr. Grimes: They, they have a-, they have submitted and question me regarding e-mails where they say I terrorized her. I need that to be a context for the court.

Judge: So, repeat the question again you've asked.

Mr. Grimes: Okay. At the beginning of the-, there were no findings by the court regarding domestic violence against you or Enrique, correct?

Judge: I [U/A], I think she is talking about you have been terrorizing her, not that her ex-husband has.

Mr. Grimes: Okay.

Judge: So, I'm going to sustain the objection.

Mr. Grimes: All right. Ms. Snow, the final marital agreement that was actually a negotiated agreement, correct?

Ms. Snow: Correct.

Mr. Grimes: Okay. As part of those negotiation… Let's back up. Where did those negotiations take place?

Ms. Snow: At the 8th District Court.

Mr. Grimes: The Family Court building?

Ms. Snow: The Family Court building, yes.

Mr. Grimes: And is it fair to say that they occurred in the hallways and empty rooms of Department P?

Ms. Snow: I'm sorry, you're breaking up, I didn't understand.

Mr. Grimes: My apologies. Is it fair to say those negotiations occurred in the hallway and empty rooms of Department P?

Ms. Snow: Yes.

Mr. Grimes: Were you represented by counsel?

Ms. Snow: Yes.

Mr. Grimes: Was the discussion of filing bankruptcy to eliminate the marital debt a part of those discussions and negotiations?

Ms. Snow: Yes. Filing it jointly. That was discussed.

Mr. Grimes: In fact, the filing of bankruptcy in general was discussed, wasn't it?

Ms. Snow: The filing us-, Enrique, and I together.

Mr. Grimes: Okay. And ultimately it was determined that that wasn't necessary, correct?

Ms. Snow: Enrique said that he did not want to file bankruptcy.

Mr. Grimes: And you reached an agreement with Enrique that avoided a bankruptcy filing, correct?

Mr. Burke: Objection.

Ms. Snow: [U/A] Joined bankruptcy filings…

Mr. Burke: Objection. Objection. It lacks foundation of [U/A]. I don't understand where this is leading to say "You filed a bankruptcy to stop something about the debts or something." I, I didn't understand the question. I don't understand how it came about.

Judge: Mr. Grimes, can you restate the question?

Mr. Grimes: The final resolution, I don't remember my exact wording, but the agreement reached was one that contemplated no filing of bankruptcy, correct?

Ms. Snow: Enrique and I together.

Mr. Grimes: Okay. That agreement was reached October 12th, 2021, correct?

Ms. Snow: Correct.

Mr. Grimes: There was a subsequent sale of the home in early November, correct? I'm sorry, an offer on the home in early November, correct?

Ms. Snow: [U/A] was in November.

Mr. Grimes: Okay. And part of that agreement you requested two months-, to remain in the home for two months rent free, correct?

Ms. Snow: It was, I believe, 30 days-

Mr. Grimes: Okay. [U/A].

Ms. Snow: -so I can find, so I can find a place for my family and I to live.

Mr. Grimes: Okay. But ultimately that contract fell through because of that request, correct?

Ms. Snow: Incorrect.

Mr. Grimes: Why didn't-, why didn't that contract execute [U/A]?

Ms. Snow: I'm sorry, I didn't hear your question, you were breaking up.

Mr. Grimes: If it was not for the request for you to stay there rent free, why did that sale not proceed?

Ms. Snow: My understanding was that the buyer was still looking at other options and he did not give us a reason why he chose not to go with us.

Mr. Grimes: Okay. At the time you filed bankruptcy you were in escrow to sell the home, correct?

Ms. Snow: Not sure if we were already in escrow. It's possible.

Mr. Grimes: Weren't you scheduled to actually close and sell the home December 22nd?

Ms. Snow: It is possible.

Mr. Grimes: Okay. Now, you have also asserted [U/A] see, I'm looking… you've asserted in some of your pleadings that you [U/A] and giving [U/A] for the escrow, you learned of additional liens of your home is that correct?

Ms. Snow: No. I learned of an additional lien that was recorded against the house.

Mr. Grimes: And who was the lien recorded by?

Ms. Snow: Dom Lozano.

Mr. Grimes: And who is Dom Lozano?

Ms. Snow: She is my first attorney for the divorce.

Mr. Grimes: Okay. That judgement that was filed against the house, let me ask you a question, did that judgement get entered after an evidentiary hearing?

Ms. Snow: What date?

Mr. Grimes: I don't know, I wasn't there, but didn't you have contracted evidentiary hearing with Ms. Lozano, I believe, over two or three days regarding her fees and the judgement?

Ms. Snow: I don't believe we had an evidentiary hearing or at least I don't remember.

Mr. Grimes: All right. Fair enough. But there was a motion to reduce it to judgement, correct?

Ms. Snow: Correct.

Mr. Grimes: And you instructed your then attorney Mr. Gibbs to oppose that?

Ms. Snow: Correct.

Mr. Grimes: And there was at least hearing and discussion of charges [U/A] as part of that correct?

Ms. Snow: I don't remember if we actually went to the hearing.

Mr. Grimes: Okay. But those occurred in 2020, didn't they?

Ms. Snow: I don't remember.

Mr. Grimes: Okay. The fact is that you knew of judgement at the time of the marital-, the divorce agreement, correct?

Ms. Snow: I knew of the judgement, correct.

Mr. Grimes: Okay. And so you were aware that Ms. Lozano was going to attempt to collect your money one way or another, right?

Mr. Burke: [U/A].

Ms. Snow: [U/A].

Mr. Burke: If that can be clarified? I don't understand "One way or another."

Judge: Please [U/A].

Mr. Grimes: [U/A] rephrase, Ms. Snow you were aware Ms. Lozano was going to attempt to collect your money, correct?

Ms. Snow: I, I don't know what she was going to do. I checked if the lien was recorded against the house, and it wasn't.

Mr. Grimes: Okay. You ultimately, and I-, honestly, I don't-, you either terminated Mr. Gibbs's service or he cease to represent you, but he no longer represent you, correct?

Ms. Snow: Correct. We parted on friendly terms.

Mr. Grimes: But you listed him as a creditor on your initial petition for bankruptcy, correct?

Ms. Snow: Correct.

Mr. Grimes: And you're asking the court to eliminate those attorney's fees as well, correct?

Ms. Snow: Correct.

Mr. Grimes: So, I'm wondering, why you didn't list Enrique as a creditor on your initial petition?

Ms. Snow: I'm not-, I don't know how to answer that. I don't know.

Mr. Grimes: Okay. I'm wondering then why you didn't list him as a co-holder of the home?

Ms. Snow: Because at the time when I first filled out the paperwork for the bankruptcy, he was not a party to the house, the judge has not ruled on it yet.

Mr. Grimes: When did you first fill out the bankruptcy paperwork?

Ms. Snow: I was contemplating. I wasn't sure I was going to file. I believe it was before the hearings [U/A] court date [U/A] trial date for the divorce court.

Mr. Grimes: So, you're telling this court today that you filled out a bankruptcy petition and everything-, and I'm assuming, with Mr. Burke's office in October prior to the evidentiary hearing on divorce?

Ms. Snow: I think I still [U/A] the paperwork before-, it was in October sometime. But I don't remember for sure when exactly it was.

Mr. Grimes: And you didn't think that that was information that should've been discussed and/or revealed as part of negotiations for divorce when bankruptcy was still discussed?

Ms. Snow: The bankruptcy-

Mr. Burke: Objection. Relevance.

Judge: What, what is the relevance?

Mr. Grimes: The conduct of the-, you honor, much of this is because of her initial pleading. She listed certain things that were not accurate, so-, and now she's saying she filled it out before. Her conduct and her credibility are an issue here.

Mr. Childs: [U/A] Child's [U/A] I wouldn't object that as a [U/A] Family Court attorney because he called for settlement negotiations.

Judge: I will sustain on the settlement negotiations aspect of it. This is part of the negotiations they have been discussed here a little bit already but to the extent that was part of the settlement negotiations. I think it's inappropriate here.

Mr. Grimes: So, [U/A], Ms. Snow don't you believe that should've been revealed?

Mr. Childs: Same objection. This is Benjamin Childs. I'm a Family Court lawyer, judge, and he's asking for what she should've revealed as part of a settlement.

Judge: I agree, I sustain it. I don't want to get into settlement.

Mr. Grimes: I'm going to move on.

Judge: [U/A].

Mr. Grimes: Your eighth statement in your affidavit says that "When [U/A] jail time [U/A] filing bankruptcy immediately took me back when you used the law and took my daughter away the first time in 2020," I'm paraphrasing, "and it took me 19 days to get a return of my child order." Is, is, is that still your statement today?

Ms. Snow: Yes.

Mr. Grimes: Your testimony is that I took your child from you?

Ms. Snow: You helped organize a kidnapping of my daughter and my stepdaughter-

Mr. Grimes: Okay.

Ms. Snow: -in 2020.

Mr. Grimes: Okay. Let's be clear, you are now accusing me of kidnap, is that correct?

Ms. Snow: You helped my ex-husband organize kidnapping of my child and my stepdaughter in 2020.

Mr. Grimes: And again, if you don't know you don't know, has there even been a finding in Family Court of a kidnaping?

Ms. Snow: No.

Mr. Grimes: And just to be clear the current order is joint legal joint physical custody with a week-on-week child time share, correct?

Ms. Snow: Correct.

Mr. Grimes: Okay. All right. Another statement that you made where I'm terrorizing you is, and I want to [U/A] number nine… [U/A] where did it go? [U/A] Somewhere here you said that I blackmailed you for 10,000 dollars. Do you recall making that statement?

Ms. Snow: Yes.

Mr. Grimes: How did I blackmail you?

Ms. Snow: You said that if I don't give up primary custody and don't pay you 10,000 dollars you will [U/A] pleadings and ask for psychological evaluation for me.

Mr. Grimes: Okay.

Ms. Snow: And not allow me to see my daughter.

Mr. Grimes: Isn't it true that what I said was-, no. Wasn't it true that, that what I said was if we agreed on a settlement and part of those settlement terms were I requested that you would pay me attorney's fees of 10,000 dollars?

Ms. Snow: Yes, and if I don't agree to that you will take my child away.

Mr. Grimes: Okay. And other than your affidavit-, let's move on. Did, did we amend pleadings to seek primary physical custody?

Ms. Snow: Yes, you did.

Mr. Grimes: Okay. Line 12 of your affidavit October 28th, 2021, "I sent an e-mail because Enrique was not following the court order instead of helping the situation, at 03:17 I sent that." And then you quote something in there. At any time was I ever hired by you or Enrique to be your mediator?

Ms. Snow: No.

Mr. Grimes: So, what part of my job was to help the situation?

Ms. Snow: Enrique was withholding our daughter and I reached out to you to please ask him to follow the court order and release her to my custody because it was my custody time.

Mr. Grimes: Okay. And isn't it true that you were informed that he was going to withhold the child because of allegations of physical abuse?

Ms. Snow: No, he was just withholding her because he felt like he would.

Mr. Grimes: Okay. Line 13 you said that "No, it wasn't because of abuse," line 13, your exact statement, "Five days later on November 13th, Mr. Grimes [U/A] emergency motion claiming I abuse my daughter and my stepdaughter, my daughter was gone. I had no access to her, I felt devastated, my whole [U/A] world crashed" and [U/A] continue, correct?

Ms. Snow: Correct. You made up the allegations and filed a motion and withheld my daughter with a motion.

Mr. Grimes: [U/A] non-responsive. You're muted, your honor. I'm sorry.

Judge: I sustain.

Mr. Grimes: Thank you.

Judge: The objection.

Mr. Grimes: And in, and in fact there was an allegation of physical abuse against both your-, and I don't like to use my own the children's names in the record so I'm just going to refer to your child as "Your child," okay? There was actually an allegation, correct?

Ms. Snow: Against my child?

Mr. Grimes: Against you by Enrique regarding abuse of your child, correct?

Ms. Snow: I-, Yes. I believe he accused me of that.

Mr. Grimes: Okay. And he in fact contacted CPS, didn't he?

Ms. Snow: Correct.

Mr. Grimes: And he filed an emergency motion as a part of withholding the child, correct?

Ms. Snow: Correct.

Mr. Grimes: And when the court said that there wasn't adequate cause for the withholding he returned the child, didn't he?

Ms. Snow: No. I had to file a return of a child order for the judge to sign.

Mr. Grimes: [U/A].

Ms. Snow: It took me [U/A].

Mr. Grimes: When the court signed that, he followed that order, correct?

Ms. Snow: Correct.

Mr. Grimes: All right. So, you then assert in your affidavit that we made up allegations and did not carry out the custody order we filed, do you recall making that statement?

Mr. Burke: Your honor, relevance.

Judge: [U/A].

Mr. Grimes: It's in your statement. It's your sworn affidavit that you submitted [U/A] 14.

Judge: Paragraph 14? Right? Paragraph 14 under declaration-

Mr. Grimes: I'm sorry. Paragraph 14.

Judge: Okay. You can continue. You can continue. I'm, I'm going to overrule the objection. It is an allegation that's stated in the declaration.

Mr. Grimes: Okay. And, and you assert that he-, you made that statement, correct?

Ms. Snow: Yes.

Mr. Grimes: And [U/A].

Ms. Snow: That you and Enrique made up the allegations and did not care about the custody orders to follow, correct.

Mr. Grimes: Okay. You followed-, you ignored many orders, didn't you?

Ms. Snow: No.

Mr. Burke: Objection.

Mr. Grimes: [U/A].

Judge: Can you rephrase and be more specific?

Mr. Grimes: Yes. I'd be glad to. You were awarded the first weekend of each month at one point, so that you could have visitation with your mother when she visited, correct?

Ms. Snow: Correct.

Mr. Grimes: And on Halloween which, for the record, is October 31st, 2020, you kept the child that weekend claiming it was the first weekend, didn't you?

Ms. Snow: It was the first weekend.

Mr. Grimes: Yeah. The first weekend of the month falls on the last day of the month? And October is [U/A]?

Judge: Mr., Mr. Grimes before you [U/A] answers, tell me the relevance of these questions, whether she, Ms. Snow, did or not follow orders does not-, I mean, the statement is that you and Enrique didn't follow orders, so how is that relevant to whether or not she followed order?

Mr. Grimes: They're asking for punitive damages because we terrorized her and that she feels terrorized. The point is, as Mr. Burke, has stated this was very contentious divorce. There was misconduct and allegations made by everybody in this case. She was not terrorized. It simply was tit for tat for four years of a divorce. That's the relevance.

Judge: Okay. Well, I, I think I understand that from your [U/A].

Mr. Grimes: Okay. The court is satisfied [U/A] understand that, I will move on. All right. Ms. Snow, at any time did my office sent you a demand letter demanding money?

Ms. Snow: No.

Mr. Grimes: Did my office, at any time, to your knowledge, seek a judgement against you?

Ms. Snow: No.

Mr. Grimes: To your knowledge, did Enrique ever demand money from you?

Ms. Snow: No.

Mr. Grimes: And to your knowledge, has Enrique sought a judgement against you?

Ms. Snow: No.

Mr. Grimes: At any time has my office or Enrique, to your knowledge, taken any action to infringe upon your portion of the marital home?

Ms. Snow: You guys tried to stop me from my protecting my portion of the home.

Mr. Grimes: I don't understand, can you explain that?

Ms. Snow: I have liens-, I had liens against the house and if I didn't filed a bankruptcy my-, most-, most of the money would've been gone out of my portion.

Mr. Grimes: In any of your communication with my office did you assert that as, as-, as the reason?

Mr. Burke: Objection. [U/A] she has to assert something to his office.

Judge: I will overrule. She can answer whether she did or did not. I will weight that in terms of my decision [U/A] or not.

Ms. Snow: Can you repeat the question, please?

Mr. Grimes: Any time did you notify my office that the reason for this was to avoid losing all the money from the-, your money from the home?

Ms. Snow: I believe I put it in one of the motions.

Mr. Grimes: Okay. But then-, but-, and again, I want to be clear, your motions were filed after your motion for [U/A], correct?

Ms. Snow: Correct.

Mr. Grimes: Okay. So, on the 17th, did we have any knowledge that your intention was to protect your portion and not to interfere with Enrique's portion?

Ms. Snow: I don't recall if I directly sent that to you guys.

Mr. Grimes: Okay. And let's be clear, you said it was a mistake, but what we received on the 16th said that you wanted the home as your sole and separate property didn't it?

Ms. Snow: Yes.

Mr. Grimes: Okay. I have no further questions at this time.

Judge: [U/A]. Mr. Burke, you can redirect.

Mr. Burke: Thank you. Let's go to Exhibit 4.

Ms. Snow: I'm there [U/A].

Mr. Burke: Ms. Snow. Ms. Snow, do you know what this is?

Ms. Snow: Yes.

Mr. Burke: What is it?

Ms. Snow: It's a motion to [U/A] order granting [U/A] temporary restraining order and setting briefing scheduling for hearing and motion for preliminary injunction.

Mr. Burke: When was it filed?

Ms. Snow: December 17th at 09:43 am, 21.

Mr. Burke: And where was it filed?

Ms. Snow: In district court [U/A].

Mr. Burke: In your Family Court case, correct?

Ms. Snow: Correct.

Mr. Burke: Okay. Let's turn to page 23 at the bottom.

Ms. Snow: I'm there.

Mr. Burke: Can you read lines 4 through 13?

Ms. Snow: "I did not file bankruptcy in bad faith with the intention to frustrate the sale of the home. The sale of the home is moving forward, and I am in constant communication with the real estate agent Eddie Meese. I filed bankruptcy to protect the equity in the house after I found out there was an additional lien recorded against me and I [U/A]-, and I would lose a significant amount of money. Filing bankruptcy simply affects certain requirements of the sale.

Mr. Burke: Okay. And again, this was December 17th, 2021, at 09:53, correct?

Ms. Snow: Correct.

Mr. Burke: 09:43. All right, let's turn to Exhibit 9.

Ms. Snow: I'm there.

Mr. Burke: Okay. And-

Mr. Grimes: I'm not. I apologize, I'm not. Give me just a second.

Judge: Mr. Burke, what page?

Mr. Burke: Page 63.

Judge: Thank you.

Mr. Burke: Are you there, Mr. Grimes?

Mr. Grimes: I am now. Yeah.

Mr. Burke: Okay. Good. Ms., Ms. Snow, what is this called?

Ms. Snow: Dependence motion for an order to show cause.

Mr. Burke: And what time is it stamped at the top?

Ms. Snow: It was filed December 17th, 21 at 03:07 pm.

Mr. Burke: And that's about five hours after you filed your motion, Exhibit 4, correct? That was the [U/A]? Right.

Ms. Snow: Correct. [U/A].

Mr. Burke: Okay. And if we-, we turn to page 67 line 4-

Ms. Snow: I'm there.

Mr. Burke: -line 4 and 5.

Ms. Snow: "Claim to file her motion to satisfy the restraining order December 17th, 2021."

Mr. Burke: Okay.

Ms. Snow: "[U/A]."

Mr. Burke: That's sufficient. That's sufficient. So, Mr. Grimes was aware when he, he filed his motion for order to show cause five hours after you filed your motion to satisfy restraining order in which you stated the reason was to avoid liens, correct?

Ms. Snow: Correct.

Mr. Burke: Okay. Now when did you find out about the lien from Ms. Lozano?

Ms. Snow: It was sometimes around late November.

Mr. Burke: Of what year?

Ms. Snow: 21. 2021.

Mr. Burke: Prior-, prior to that there was some type of court order that said your [U/A] attorney's case?

Ms. Snow: Correct.

Mr. Burke: But you again became aware of the lien until, you're saying, late November 2021?

Ms. Snow: Correct.

Mr. Burke: And is-, did that play into you filing bankruptcy?

Ms. Snow: Yes.

Mr. Burke: Okay. There was a sale scheduled for December [redacted] on the house, correct?

Ms. Snow: Correct.

Mr. Burke: Okay. And because of the bankruptcy filing you understand that was stayed?

Ms. Snow: Correct.

Mr. Burke: And the reason you wanted to file [U/A] was what?

Ms. Snow: So that I protect the money in my portion in the house. The equity.

Mr. Burke: And how-, were you going to do that?

Ms. Snow: I needed to file bankruptcy in order to strip the liens from my portion of the house.

Mr. Burke: Okay. The people who were going to buy the house on December 22nd, 2021, what has since happened to them?

Ms. Snow: They are still interested, and they are waiting for the permission from the court to sell the house.

Mr. Burke: So, the buyers are still there?

Ms. Snow: Yes.

Mr. Burke: Okay. When you filed your petition, it said on December 15th, 2021, it said you were still married. Do you recall that?

Ms. Snow: Yes.

Mr. Burke: Okay. Do you know why it said that?

Ms. Snow: At the time when I filled out the paperwork we were still married.

Mr. Burke: Okay.

Ms. Snow: [U/A].

Mr. Burke: And why did you say the house was your house in your bankruptcy petition?

Ms. Snow: Because Enrique signed it over to me and my understanding was that it was my house, when I filled out the paperwork it was before Judge Perry ruled differently.

Mr. Burke: Okay. And so that ultimately wasn't corrected?

Ms. Snow: Correct. It was not corrected. I forgot to correct that.

Mr. Burke: Okay. But then you did subsequently do an amendment to your petition, did you not?

Ms. Snow: Yes, I did.

Mr. Burke: Okay. And that's docket 25 file January 5th, 2022, and those corrections were made, were they not?

Ms. Snow: Yes, they were.

Mr. Burke: Okay. Let's go to page 82, Exhibit 10. Excuse me Exhibit 11.

Ms. Snow: I'm there.

Mr. Burke: Okay. What is this?

Ms. Snow: This is a message I sent to Eddie Meese, the real estate agent.

Mr. Burke: What type of message?

Ms. Snow: I asked him if he-

Mr. Burke: No. [U/A]? Is it an e-mail or text? What is it?

Ms. Snow: Text message.

Mr. Burke: Okay. And what's the date that this was sent?

Ms. Snow: December 15th at 01:43.

Judge: Mr. Burke, can you tell me again what exhibit you're looking at?

Mr. Burke: Oh, I'm sorry Exhibit 11, page 82.

Judge: Okay. I'm there. Please proceed.

Mr. Burke: Okay. Thank you. So, what is this again? Is this an e-mail, a text? What is it?

Ms. Snow: It's a text message.

Mr. Burke: Between who?

Ms. Snow: Between myself and Eddie Meese, who is the real estate agent.

Mr. Burke: For your house?

Ms. Snow: For the house.

Mr. Burke: Okay. And what's the date of this text message?

Ms. Snow: December 15th 01:43pm.

Mr. Burke: And that was just after your filed bankruptcy, right?

Ms. Snow: Correct.

Mr. Burke: In fact, we've seen that the bankruptcy was filed on December 15th at 01:15, correct?

Ms. Snow: Correct.

Mr. Burke: Why were you attempting to get a hold of Eddie Meese?

Ms. Snow: Because I wanted to let him know the latest-, what's happening with the house.

Mr. Burke: And what was that?

Ms. Snow: That I had filed bankruptcy.

Mr. Burke: So, at 01:43 you told Mr. Meese that you had filed bankruptcy?

Ms. Snow: Yes.

Mr. Burke: Okay. It doesn't say in there right after your first text when did that occur?

Ms. Snow: When did-, I'm sorry. When did what occur?

Mr. Burke: When did it occur that you told Mr. Meese you filed bankruptcy?

Ms. Snow: Oh, yes. I spoke to him on the phone. He, he called me, or I called him.

Mr. Burke: And within how much time of this text message?

Ms. Snow: I'm sorry, you're breaking up. What's the question?

Mr. Burke: Within how much time of this text message?

Ms. Snow: It was within minutes.

Mr. Burke: That he contacted you back?

Ms. Snow: Yes.

Mr. Burke: And what did Mr. Meese say he would do?

Ms. Snow: That he will let Enrique and Mr. Grimes know.

Mr. Burke: Know what?

Ms. Snow: That I had-, that I had filed bankruptcy.

Mr. Burke: Okay. And then you thanked him for that?

Ms. Snow: Yes.

Mr. Burke: Would you read his response where it says "I got…"

Ms. Snow: "I got messages out to buyers, agent and Enrique and Melvin. Keep you posted once they call me back."

Mr. Burke: And do you know what that message was?

Ms. Snow: That I had filed for bankruptcy.

Mr. Burke: And you thanked him?

Mr. Grimes: Your honor, I've got to object.

Mr. Burke: Yes.

Mr. Grimes: There's no indication that that's actually what Eddie sent any of us.

Judge: [U/A] last part [U/A] "What Eddie said." Is that what you said?

Mr. Grimes: Well, she's testifying that he sent us a message that isn't indicated there and actually there is no evidence that show that that's actually what he sent any of us asked any of us.

Judge: Well, I think she's just testifying for the phone call.

Mr. Grimes: Okay.

Judge: Is that correct Mr. Burke?

Ms. Snow: Yes.

Mr. Burke: Yes, your honor. [U/A]

Judge: If I understood the testimony, Mr. Burke, you were suggesting [U/A] stated Ms. Snow, I'm sorry, Ms. Snow stated that she had sent the message to him but then he called her back. So, we are talking about the phone call, correct?

Mr. Burke: Correct. And she testified, she told him that she filed bankruptcy, and then she read his text that after that he got the messages out to the-, certain people. And she responded, "Thank you." And then there is a second text dated December 15th at 03:26, do you see that, Ms. Snow?

Ms. Snow: Yes.

Mr. Burke: Okay. And is that a text by you?

Ms. Snow: Yes.

Mr. Burke: What does it say?

Ms. Snow: It says, "Eddie can you clarify with Melvin that the bankruptcy is filed, and my intention is to sell the house?"

Mr. Burke: And he says?

Ms. Snow: "Sure. I will pass that message."

Mr. Burke: Okay. And then if we turn back to Exhibit 2.

Ms. Snow: Okay. I'm there.

Mr. Burke: Okay. Page 12, what's the date on that?

Ms. Snow: Wednesday, December 15th, 21 at 02:51 pm.

Mr. Burke: So, that's right in the middle of your conversation with Mr. Meese, correct?

Ms. Snow: I'm sorry, can you say that again?

Mr. Burke: That's in the middle of your conversation with Mr. Ed Meese, correct?

Ms. Snow: Correct.

Mr. Burke: And at this time, you get an e-mail from Mr. Grimes to you, correct?

Ms. Snow: Correct.

Mr. Burke: And in the middle paragraph just read the first two sentence.

Ms. Snow: "I was just contacted by Mr. Meese, the realtor hired to sell the home. He informed me that you have indicated you are not going to complete the sale as scheduled next week, is this your intention? This conduct would violate…"

Mr. Burke: That's sufficient. I just want to show the flow that you told Mr. Meese right after you filed, you had a conversation with him and you asked him to tell Mr. Grimes and in between them Mr. Grimes sent you that e-mail that he heard from Mr. Meese, correct?

Ms. Snow: Correct.

Mr. Burke: Now, let's go to Exhibit 1 page 1.

Ms. Snow: I'm there.

Mr. Burke: Okay. Ms. Snow, do you recall-, have you seen this before?

Ms. Snow: Yes, I have.

Mr. Burke: What are they?

Ms. Snow: These are communications via e-mail between myself and Mr. Grimes.

Mr. Burke: It has the date but not the year, do you know what year they were?

Ms. Snow: It's the year 2020.

Mr. Burke: Okay. And let's just go to page 2.

Ms. Snow: I'm there.

Mr. Burke: [U/A]. Okay. The bottom e-mail, do you recall getting this e-mail from Mr. Grimes dated October 22nd at 12:04?

Ms. Snow: Yes.

Mr. Burke: Would you just read this first sentence?

Ms. Snow: "I'm not your husband's lawyer, and my job is to intimidate you, humiliate and defeat you."

Mr. Burke: How did that make you feel?

Ms. Snow: [U/A].

Mr. Grimes: Objection. Relevance.

Mr. Burke: [U/A] about emotional distress damages, your honor.

Mr. Grimes: In 2020, not as part of the [U/A].

Mr. Burke: [U/A].

Judge: I believe that we-, this was a similar objection made earlier regarding this to the extent it goes to the allegation that Ms. Snow felt terrorized and why that then affects the current [U/A] I think is relevant, we-, but this point has been made numerous times here. I understand the counsel, we don't need to spend more time on it, we've seen these particular e-mails and that discussion has been made.

Mr. Burke: Okay. Thank you.

Judge: Yeah. So, please, please proceed.

Mr. Burke: Thank you. Do you have any legal training, Ms. Snow?

Ms. Snow: No, I do not.

Mr. Burke: Now your declaration talks about fear and intimidation by Mr. Grimes that he asked you about that. Can you expand upon that, please?

Ms. Snow: Mr. Grimes has been very successful with the Family Court as far as taking away my child and accusing me of abuse and being crazy. And when my child was taken away from me the first time in November-, on November 3rd of 2020, it was-, I was able to speak to her for a few seconds, maybe a week and it broke my heart looking at her when she was not understanding what was happening or why she could not see mom and why dad is not allowing her to speak to me. That has affected my health, I stopped eating. It took-, I was representing myself at the time and Mr. Grimes took advantage of the fact that I don't know the law and I didn't have any more money to pay any lawyers. It was the worst. It took me 19 days to get my child back and it took my fiancé seven months to get his child back.

Mr. Burke: And this-

Ms. Snow: [U/A].

Mr. Burke: Was this in 2020?

Ms. Snow: This was in 2020. They kidnapped children at the same day they sent us both the same letter.

Mr. Grimes: Objection. [U/A] the phrase "Kidnapping," there is no finding of that.

Judge: I, I will sustain the objection. And again, Mr. Burke, I understand the argument being made and the evidence that's been presented and I can read the e-mails and so on. I understand your client's argument in that regard. So, [U/A].

Mr. Burke: [U/A] two questions, so Ms. Snow after you filed bankruptcy you were aware that there were pleadings filed by your ex-husband and Mr. Grimes in the Family Court?

Ms. Snow: Yes.

Mr. Burke: How did that affect you?

Ms. Snow: I believed that I was going to jail for 25 days, and I was going to be separated from my daughter again. I didn't know how to explain to her why she's not going to be able to see me. I was desperate to find another lawyer and I was able to find Mr. Childs, [U/A] recommend him to me, and I hired him one day before the court. I hired him on, I believe, on December 21st and he came with me on December 22nd because Judge Perry summoned me to come and appear in person. I called my mother. My mom came from Washington in case if I was going to jail. [U/A] jail. I was scared. My fiancé showed me a show called "60 days in" where I watched what do I do, how do I protect myself.

Mr. Burke: From what?

Ms. Snow: From being in jail, if somebody was going to attack me. I don't know, I've never been charged with anything. I was just terrified.

Mr. Burke: [U/A]. Was the show "60 days in" a show about people in jail?

Ms. Snow: It's a show about undercover people who usually have some kind of a training to go in and-, as inmates and see what in the jail needs to be improved. So, they pretend to be an inmate and they interact with other inmates. It, it's a look into what it's like to be in jail.

Mr. Burke: And you watched that program?

Ms. Snow: I watched that as soon as they filed their motion and I was convinced I was going to jail, my fiancé felt helpless, he didn't know how to help me, so he wanted me-, he wanted me to get ready.

Mr. Burke: When you went to court on December 22nd, 2020, you had to appear in person, correct?

Ms. Snow: Correct.

Mr. Burke: Did you think you were going to jail that day?

Ms. Snow: Yes.

Mr. Burke: How do you feel today?

Ms. Snow: I'm still scared I'm going to jail. Because they made their intention very clear that after the bankruptcy goes through, they'll still try to hold me in contempt of court and asking for 25 days in jail.

Mr. Burke: Is there anything you want to add to your declaration?

Ms. Snow: I feel like I cannot move forward. I feel this has affected my health. I'm not present with my kids. All I can think about is that I'm going to end up in jail as soon as this bankruptcy stuff goes through. I did not realize that is even possible without being charged, without-, just one person deciding what I'm doing is criminal. I'm afraid to lose my daughter. I'm afraid that my ex-husband is going to file another relocation motion while I'm in jail and take that opportunity to take her away from me. I have struggled to

have children to begin with. I had to do IVF cycle; she is a miracle baby. I [U/A] my children.

Mr. Burke: No further questions.

Judge: Okay. Ms. Snow, are you okay to proceed?

Ms. Snow: Yes. Yes.

Judge: Just take a minute. Tell me, tell me when you're ready. You can take, you can take a minute or two here.

Ms. Snow: I'm ready.

Judge: Okay. Mr. Grimes?

Mr. Grimes: Okay. I would like you to look at Exhibit 1 and turn to page 3.

Ms. Snow: [U/A].

Judge: [U/A]. Page 3 your said?

Mr. Grimes: Yes.

Judge: Okay. I'm there as well.

Mr. Grimes: All right. Ms. Snow, would you look at the message that I sent to you October 22nd at 12:06?

Ms. Snow: Yes.

Mr. Grimes: Okay. Would you read that e-mail?

Ms. Snow: "I may not have been clear. If you want to settle the case, let's talk. If you want to talk about you and Enrique not talking and resolving your disagreement about order, talk to Enrique and leave me alone."

Mr. Grimes: I, I made it clear I wasn't going to be your [U/A] coordinator, right?

Ms. Snow: We were not disagreeing about the order. He was not following the order and I asked for your help.

Mr. Grimes: Okay. I'd like you to go to the next message you sent me at 12:32.

Ms. Snow: 12:32?

Mr. Grimes: Yeah.

Ms. Snow: Yes.

Mr. Grimes: I'd like you to read the last two paragraphs, please.

Ms. Snow: "You keep insisting I call [U/A] Enrique, but he doesn't want to talk to me because he's mad. You yourself said he doesn't like me and doesn't want to communicate with me."

Mr. Grimes: Keep reading.

Ms. Snow: "Your intimidations, lies, etcetera, only show what a weak morally bankrupt man you are."

Mr. Grimes: You weren't beyond name-calling, were you?

Ms. Snow: That was my opinion of the way you treated me.

Mr. Grimes: All right. I'd like you to go to the next passage at 12:31. Would you read that one, please?

Ms. Snow: "Of course I want to come up with an agreement and resolve this matter. 50-50 is off the table because Enrique was abusive to me and [redacted] But I'm willing to work towards that if he gets help. If he is willing to start communicating, stops alienating [redacted] from me, stops-, stops abusing her mentally, I'm open to conversation. We can all meet in your office and discuss."

Mr. Grimes: Keep going, please.

Ms. Snow: "Please let me know if your client-, if you client, if you-, is open and willing to resolve this without dragging it out any longer."

Mr. Grimes: So, let's be clear you were stating joint custody was off the table and you [U/A] accused Enrique of abusing you and the child, correct?

Ms. Snow: Correct.

Mr. Grimes: Okay. Now, much has been made and [U/A] let's go to the next message of your Exhibit, October 22nd 14:16.

Ms. Snow: Okay.

Mr. Grimes: Okay? Do you remember that e-mail?

Ms. Snow: Yes.

Mr. Grimes: [U/A] look only at paragraph 9, is that the blackmail that you've accused me of?

Ms. Snow: Yes.

Mr. Grimes: Okay. And now get a look at paragraph 1.

Ms. Snow: Okay.

Mr. Grimes: Is there anything outrageous about that offer?

Ms. Snow: Joint legal custody standards provisions?

Mr. Grimes: Yeah.

Ms. Snow: I've always agreed to joint legal.

Mr. Grimes: Okay. In fact, you state that in your initial petition actually asked for sole [U/A]?

Ms. Snow: No, I believe I was for joint legal.

Mr. Grimes: Okay. Would it surprise you if your initial pleading was sole legal?

Ms. Snow: Yes. That would surprise me. If it's [U/A], then that's a mistake.

Mr. Grimes: And you made mistakes [U/A] previously, correct? I [U/A] that because I want you to read that very first sentence that I [U/A], please.

Ms. Snow: "I do think you are struggling with basic language and I'm not sure why. I wanted to be clear."

Mr. Grimes: Did you take that as me recognizing that you might be struggling with English and that may be causing some of the discord between us?

Ms. Snow: No, I didn't take it that way.

Mr. Grimes: How did you take it?

Ms. Snow: Based on your previous e-mails to me, I took it as you're making fun of my English.

Mr. Grimes: Okay. Would it surprise you that I was trying to make it as simple as possible as I thought there was a misunderstanding? Would that surprise you?

Ms. Snow: Yes, it would.

Mr. Grimes: Okay. Fair enough. Let me ask you again, look at number two and, again, I don't want to read it because [U/A] negotiation [U/A] but is the offer there a joint physical custody arrangement?

Ms. Snow: I'm sorry can you say the question again?

Mr. Grimes: The offer in paragraph 2 of that e-mail, number-, number 2 is that a-

Ms. Snow: Yes.

Mr. Grimes: -[U/A] custody agreement or offer for a settlement?

Ms. Snow: Yes.

Mr. Grimes: And to be clear what did you end up with?

Ms. Snow: With a 50-50 physical.

Mr. Grimes: Okay. So, when I assert in these prior e-mails that you [U/A] hostile and unprofessional [U/A] saying over and over again it was going to be joint physical?

Ms. Snow: Yes, you have.

Mr. Grimes: And in fact, it did end up joint physical, correct?

Ms. Snow: Correct.

Mr. Grimes: right. I want you to turn to Exhibit 3, please.

Ms. Snow: Okay. I'm there.

Mr. Burl: [U/A] I'm not yet. [U/A] there we are.

Mr. Grimes: Okay. [U/A] That is-, to be clear that's your notice of bankruptcy filing [U/A] district court, correct?

Ms. Snow: Correct.

Mr. Grimes: All right. I'd like you to scroll down to page 16.

Ms. Snow: Okay.

Mr. Grimes: And is that your signature on page 16?

Ms. Snow: Yes, it is.

Mr. Grimes: [U/A] certificate [U/A] was filed with it?

Ms. Snow: I believe there was.

Mr. Grimes: Right. Turn to Exhibit 9 please.

Ms. Snow: I'm there.

Mr. Grimes: Okay. [U/A]. I'd like you to go to page 076. [U/A].

Ms. Snow: I'm there.

Mr. Grimes: Exhibit 9 is our motion for an order to show cause, correct?

Ms. Snow: Correct.

Mr. Grimes: Okay. And I've asked you to turn the page 76, that is a certificate of service, correct?

Ms. Snow: Correct.

Mr. Grimes: And it actually has you and your e-mail listed as served?

Ms. Snow: Correct.

Mr. Grimes: Okay. And there is no such certificate of service attached to your notice of bankruptcy, correct?

Ms. Snow: I, I don't know. I'm not sure. I-, I think I-, not in this book but I'm pretty sure that I sign a certificate of service. It could've been by mail.

Mr. Grimes: You may have done it by mail, and we would've received it later?

Ms. Snow: If I sent it by mail, you would've received it the following day.

Mr. Grimes: Fair enough. Now, you stated on your last examination that Enrique signed over the house. You recall that testimony?

Ms. Snow: Yes.

Mr. Grimes: The fact to the matter is that Enrique signed a document that was not a deed, correct?

Ms. Snow: He signed and notarized document that said he is giving up all the rights to the house to me.

Mr. Grimes: I understand. And that was not a deed, correct?

Ms. Snow: That was what?

Mr. Grimes: That was not a deed, correct?

Ms. Snow: That was not-

Mr. Burke: [U/A]. Conclusion.

Mr. Grimes: Sorry? You broke up.

Judge: Yeah, I didn't hear you either, Mr. Burke.

Mr. Burke: [U/A] conclusion or at least explain deed.

Judge: All right. Mr. Grimes will you just rephrase?

Mr. Grimes: Ms. Snow, the document you had Enrique signed was it titled "Proclaim deed"?

Ms. Snow: No, it was not.

Mr. Grimes: Okay. Now, after the filing of divorce you did file a quick claim deed with the county recorded, correct?

Ms. Snow: Once I found out that there were more, more steps, yes.

Mr. Grimes: So, after you filed for a divorce you filed a quick claim deed, is that correct?

Ms. Snow: I filed for a divorce in August of 2018.

Mr. Grimes: And you filed a quick claim deed with the county recorder in November of 18th, correct?

Ms. Snow: I believe so. I don't remember for sure.

Mr. Grimes: [U/A]. Okay. And what you did was you actually executed a quick claim deed and had it notarized, correct?

Ms. Snow: I went to the paralegal, and these are the steps she told me I needed to do.

Mr. Grimes: Okay. And you-, you then took the document that Enrique executed in March of 2018 and attached it to that quick claim deed, correct?

Ms. Snow: Correct.

Mr. Grimes: So, Enrique did not sign the quick claim deed, correct?

Ms. Snow: He-, well, he signed the paper that he and I [U/A]-, I don't know if there was a signature. I have to look at the document. I don't know if there was the signature.

Mr. Grimes: And, to your knowledge, the court determines at the time of the divorce that you did not execute the quick claim deed, correct?

Ms. Snow: No, I believe we had to stipulate that the house is a community property.

Mr. Grimes: Isn't it true that the court took a break at lunch and instructed us to, to settle this issue?

Mr. Childs: [U/A] this is Benjamin Childs [U/A] the Family Court [U/A]. I'm objecting to that [U/A] for settlement negotiations.

Mr. Grimes: What the court instructed us to do at lunch is not settlement negotiations. [U/A].

Mr. Childs: [U/A].

Mr. Grimes: [U/A] settlement negotiations.

Mr. Burke: Exactly [U/A].

Judge: [U/A] fact that it was stated that the court wanted them to settle does not get into the actual settlement discussion, so I, I-, you can proceed, Mr. Grimes. I'm going to overrule the objection.

Mr. Grimes: Ms. Snow, [U/A] wasn't it recommended that negotiations take place over lunch?

Ms. Snow: Yes.

Mr. Grimes: Wasn't it also indicated on a motion for a ruling on the evidence that the court was finding that the home was community property?

Ms. Snow: I don't understand that question.

Mr. Grimes: Okay.

Ms. Snow: Can you rephrase that please?

Mr. Grimes: I will. Was it your understanding at the time we broke for lunch that the court had determined that the house was community property?

Ms. Snow: At that time, before we went to negotiate?

Mr. Grimes: Yes.

Ms. Snow: What I remember what happened was the divorce proceedings were put on hold and the judge asked you and Mr. Gibbs to go and do a side bar. When Mr. Gibbs came back I was told…

Mr. Childs: Okay. I'm going to object to this, and advice is not the answer. This is-, this is attorney-client communication [U/A] attorney. I'm advising-, I'm advising her not to answer that. Don't answer that. Don't say anything about what you talked to Gibbs about.

Mr. Grimes: Oh, I agree with you. No, I, I-

Mr. Childs: Thank you.

Mr. Grimes: I wasn't asking that.

Mr. Childs: But she, she was going there.

Ms. Snow: I apologize.

Judge: Ms. Snow, you don't want to talk about the discussions you had with your attorney.

Ms. Snow: Understood.

Mr. Grimes: And Ms. Snow, I just want your understanding, not what you were told by your attorney, whether it was Mr. Gibbs then or Mr. Childs now. I just want your understanding at the time that we went for lunch. Okay?

Ms. Snow: At the [U/A], to negotiate. Yes.

Mr. Grimes: And was it your understanding at that time that the home was going to be-, was, was community property?

Mr. Childs: I'm going to object that and advice not to answer because the only way she could've gotten that is through her attorney.

Mr. Grimes: I, I believe the judge made it pretty clear.

Mr. Childs: [U/A].

Judge: I actually wanted [U/A] where we were going with all of this? What is the relevancy with this line of questioning?

Mr. Grimes: These were directly related to the questions that he asked on direct regarding the conduct [U/A], so that's why. They asked about signing over the house and I just wanted to put that in clear situation for the court.

Judge: I-, I… What do you mean "Signing over the house"?

Mr. Grimes: On redirect or direct, I'm not even sure how to-, counsel asked her whether, whether Enrique has signed over the house and she made comments about that, so I just wanted to clarify that to the court. If the court [U/A] has an understanding I don't want to waste your time, I'm going to move on.

Judge: I understand now what you're describing, and I do have an understanding. You can move on.

Mr. Grimes: And I'm going to move on. I have no further questions.

Judge: All right. At this point-, Mr. Burke, are you done with the witness? I, I've lost track of where we are even on this. Is this-, is this-, [U/A] that was cross, you redirected first, and this was, this was the [U/A].

Mr. Burke: [U/A].

Judge: See? [U/A] Is this [U/A] are you going to ask any more questions, Mr. Burke, or do you have any other witness?

Mr. Burke: No, your honor-, I might have… No, your honor. I'm good and I don't have any more witnesses.

Judge: Okay. All right. Well, it's, it's time for another break, but let's talk about what is going to come next. Mr. Grimes, Mr. Burke doesn't have any more witnesses, so you can start after the break with your case [U/A] if you have the intention to call any witnesses.

Mr. Grimes: Your honor I have no intention to call witnesses.

Judge: Okay. So, then I guess what we can do is have closing statements if that is what both of you would like to do.

Mr. Burke: [U/A].

Judge: If you would like closing statements. I will entertain closing statements or if you want to do a brief with your closing statements in the brief, I would entertain that as well.

Mr. Grimes: I'll, I'll defer to Mr. Burke, but I will simply say that, because I think there are some legal issues here that maybe witnesses-, as far as I [U/A] in their assertion, I would prefer to do closing in a, in a written brief.

Judge: Okay. And I think that that makes sense too. I think the court would prefer that. Mr. Burke if you want to weigh in on that.

Mr. Burke: If we're going to do written, judge, there's no sense in doing oral closing on my part.

Mr. Grimes: I agree.

Judge: I, I agree.

Mr. Burke: And, your honor, would they be [U/A] briefs?

Judge: That, that for efficiency's sake, I think that that's fine. [U/A] you kind of look like you may prefer it to not be blind.

Mr. Grimes: I don't-, I honestly don't care. I know what my defence is going to be. My only issue is the responding party typically I would be permitted to address any legal arguments [U/A] in closing but I'm not-, if we're both blind, we're both blind. My question would be and maybe the direction of the court is [U/A] in, I don't know the rules of bankruptcy [U/A], so I don't know how to submit the blind brief to you. I just would want to know that.

Judge: Well, I guess when we're saying "Blind," Mr. Burke, were you just saying that there wouldn't be an opposition in a reply opportunity [U/A].

Mr. Burke: [U/A] file the same day.

Judge: Yeah [U/A] there is no opportunity for either of you to oppose either ones.

Mr. Grimes: [U/A].

Judge: You can see that. And that's what you mean, Mr. Burke?

Mr. Burke: Yes. And maybe if we could have 30 days to put it together and then, does the court anticipate having additional oral argument after the briefs or the court will enter an oral ruling or written ruling? What's the court anticipate after that?

Judge: Well, I will ask-, I will throw that back at you. Would you like there to be more time to, to argue? I think having had this already briefed, you've had at least one other hearing [U/A] argument and now you're going to be doing the briefs. I am fine with that oral arguing, but I am open to the parties, if that's something you would like.

Mr. Burke: I think the brief [U/A] sufficient on our end.

Mr. Grimes: Especially with a 30-day briefing schedule your honor I see no reason for an additional oral argument. If we can't find an additional argument in the next 30 days and put it in our brief, I don't think the court's going to gain anything or really enjoy that argument in 30 days.

Judge: You know [U/A] out there, there was no [U/A] don't get into damages [U/A] jumping the gun because there hasn't been findings liability and I haven't made my decision on that. I'm going to wait for the briefs. So, there is going to be, if the court does find liability there is going to be damages aspect to this as well. I'm assuming because none of that was at all addressed today in this hearing that we would have ultimately if, if the court finds liability have to come back for another hearing regarding damages or, or were you intending to your briefs request [O/V] give an opportunity to respond obviously.

Mr. Burke: Judge the way I had it handled in other courts is we do the briefing, the court comes out with a written decision and at the end if the court believes there was a stay violation it sets two weeks or three weeks to file declarations on damages.

Judge: Uh-huh.

Mr. Burke: And time opposing party to oppose it then a reply and if the court finds there is no stay violation it's going to be no damages, that would be the end of its written decision.

Judge: Right. And that's, and that's what I was proposing, that's what I'm anticipating that there'll be a second part of this if liability is found. So-

Mr. Grimes: In fact, the only thing I would ask is and again I suppose Mr. Burke [U/A] I still don't know all of the intricacies of the local rules and bankruptcy court. I don't want to bother [U/A] it's never been my intention, so Mr. Burke if I have a question about how to not do, but about how to do something would you be willing to direct me correctly or…?

Mr. Burke: Yeah, somebody in my office can help you.

Mr. Grimes: All right.

Mr. Burke: I'm not the best at this technology stuff either. So [O/V] yes, we'd be happy to help you to move along and file [U/A].

Mr. Grimes: [U/A] how, not [U/A] what. So-

Mr. Burke: Sure.

Judge: All right, then. Instead of this being a break we will just conclude the taking the evidence portion of this, I will set the deadline for filing of the briefs and when I'm referring to "Blind briefs" I mean just both of you will have a brief due on the same day. There will be no response allowed to either of the briefs, so Ms. Rollins can you give us that deadline that's 30 days out?

Benji Rollins: One moment, your honor.

Mr. Burke: Judge I have a three-day trial a week [U/A] could we perhaps have it due April 15th?

Judge: Another, another day [U/A] being due, right? [U/A].

Mr. Grimes: That's just mean.

Judge: Right, right. No. If that's the date that you would like I [U/A] then April 15th [U/A] that the briefs are due. I will do as you suggested, Mr. Burke, which is I will enter in order whether the oral or in writing, I haven't yet decided but I will do that and that [U/A] whether or not we go forward with further additional paperwork depends on what the court's ruling is, so [U/A] at that point and determine what comes next.

Mr. Burke: [U/A] order on the April 15th date or is this…?

Mr. Grimes: [U/A].

Judge: I, I don't think it would be necessary at this point to do that. I think it's fine as part of this. You're all here [U/A] from this discussion, that will be filing, so is there anything else pending for example in the state court that needs to be addressed right now while of this is pending or is that still stayed?

Mr. Grimes: Couple of issues that I, I'd like to know. Again, I could probably [U/A] April 15th do you have a 5 pm deadline or is that a midnight deadline?

Judge: [U/A] It doesn't matter to me. You can do-, midnight is fine.

Mr. Grimes: Okay. I just-, I don't want to mess up. And we have filed a motion to lift the stay regarding the sale and reading Mr. Burke's semi opposition [U/A] it appears they agree as well. Am I stating that correct, Mr. Burke?

Mr. Burke: [U/A] I thought-

Judge: [U/A]. Let me, let me answer, at least address it a little bit before you do answer. That matter hasn't been set for hearing, so to the extent that you think there could be a settlement between the parties related to [U/A] stipulation [U/A] then I would, you know, just ask that the parties worked together to that end. If it is not going to be settled and that could be set for hearing at some point, but I'm assuming that you're going to-, or actually I'm not going to assume anything, so I don't know if you're intending to proceed right away or not but it seems like [U/A].

Mr. Grimes: [U/A] We have a status check on frankly what this court is doing with the home, I believe on the 16th, and, I mean, while we have all the parties here if the court's not going to make a ruling or we're not going to skip to lift the stay for the sale then, I think Mr. Childs and I need to skip to continue that hearing [U/A] on that side of [U/A] and if Mr. Burke agrees that the stay should be lifted [U/A] how we're going to handle the cash then, let's-, I would say let's get a [U/A] order done [U/A] signature on that so that we can report it to the court on the 16th.

Judge: [U/A] I can also-, I can also set that for hearing, I mean, it's, it's really-, because it's not really set though, I'm not going to rule on it today, but, but we can set a new date if you want, if you don't my suggestion to you is that I agree, I read the opposition, it sounds as, as if the-, if there is a stipulation that could be had but it's your motion, so what do you want to do?

Mr. Grimes: I, I, I prefer to save client's money and if Mr. Burke and I-, because again I don't care where the money go-, Ms. Snow's money goes whether it's-, the original decree of

the divorce comes to our firm and held in trust until everything is paid. I have no problem with it going over to the trustee, I have no problem with going to Mr. Burke's trust account. I have no problem with any of that. I think a [U/A] can be done and we can probably not waste our client's money or the court's time.

Mr. Burke: Judge, perhaps-, [U/A] if we kick-, if we kick it-, thank you, if we kick it two weeks, we'll try to do a [U/A] order, and in that we can take it off calendar if we can resolve it.

Mr. Grimes: I like it.

Judge: [U/A] it for two weeks, you said, and in that time period we'll try to settle and if you don't, we'll have hearing?

Mr. Grimes: Yes. I like that.

Mr. Burke: Yes.

Judge: Okay. Ms. Rollins, is there any availability in two weeks for a [U/A] hearing?

Benji Rollins: One moment, your honor. Let me just check the calendar here. That would be March 15th at 01:30, your honor. It looks like we have some time there.

Mr. Burke: Your honor, can we go another week? That's less than two weeks and…

Benji Rollins: Yes. [U/A] we would have to go four weeks, your honor.

Mr. Burke: I think-, we can keep it at the 15th, I will try to squeeze it in.

Judge: Yeah. I'm not-, I don't have any calendars [U/A] we have to go further. Keep that in mind [U/A] need more time that the following week after the 15th, I'm not available, but-, so it will be at least the last week of March that would be my next availability.

Mr. Grimes: And again, I believe the hearing date [U/A] 16th, because we can't resolve the-, my other option would be that we-, again, that's [U/A] on this [U/A] you probably know the law better than I do [U/A].

Mr. Burke: So-, so why don't we [U/A]? That [U/A] be the 29th?

Judge: I think so. Ms. Rollins, is that what you're going to say? The 29th at 01:30?

Benji Rollins: Yes, your honor.

Judge: Yes, the 29th at 01:30.

Mr. Burke: And then if Mr. Grimes and Mr. Childs want to [U/A] to continue their Family Court [U/A].

Mr. Grimes: Hopefully, you and I can get the, the stay as stipulated, because I guess-, I don't really care how we handle your client's money.

Mr. Burke: All right. So, judge, this-, the hearing on motional stay is continued on March 29th 2022, correct?

Judge: That's correct.

Mr. Burke: And then the briefs are due April 15th, 2022, by midnight.

Judge: Correct. And-, and the court will then enter in order whether the order setting the hearing for overruling or whether it's actually a written decision, but it will have further instructions if there is any.

Mr. Burke: Thank you.

Judge: All right. All right. Thank you, everyone.

Mr. Grimes: Thank you, your honor.

Mr. Burke: Bye.

Judge: [U/A] conclude this hearing. We can go off record.

Benji Rollins: Record.

EXHIBIT 3

In the United States Bankruptcy Court District of Nevada

IN RE LUBA SNOW,
Debtor.

Case No. 21-15676-NMC

Supplemental Brief to Motion for Contempt for Violation of the Automatic Stay under §362(a) against Creditors, Enrique Ivan Velazquez-Gonzalez, His Counsel, Melvin R. Grimes, Esq., and the Roberts Stoffell Family Law Group [Dkt.#11]

Hearing Date: 3/4/22
Hearing Time: 9:30 a.m.

CHRISTOPHER P. BURKE, ESQ.
Nevada Bar No.: 004093
[redacted]
ATTORNEY FOR DEBTOR
LUBA SNOW

ECF Filed on 2/11/2022

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Debtor, Luba Snow ('Debtor' or 'Snow'), files her Supplemental Brief in Support of Motion for Contempt for Violation of the Automatic Stay under §362(a) in response to the Opposition filed by Creditors, Enrique Ivan Velazquez-Gonzalez (individually "Velazquez-Gonzalez"), his Counsel, Melvin R. Grimes, Esq., ("Grimes") and the Roberts Stoffel Family Law Group (collectively "Creditors") [Dkt. #11]. At times in this brief, when described actions were undertaken by Melvin R. Grimes, Esq. alone, he shall be designated as "Mr. Grimes."

I

OVERVIEW

Creditors' Opposition to Snow's Motion for Contempt makes three points. First, they point out that they were not listed as creditors on Snow's petition (Bk. Dkt.#22-Resp. p.5 ln.2-5, p.10, ln.14-17, p.11, ln.5). Second, they propose that their actions fall under the exceptions to the automatic stay (Bk. Dkt.#22-Resp. p.8 ln.6-9). And third, they argue that their actions have not violated the automatic stay as they were only seeking criminal contempt against Snow (Bk. Dkt.#22-Resp. p.10 ln.7-8). As shown below, all of these defenses are unavailing.

II

FACTS

BACKGROUND
PRE-BANKRUPTCY

1. In 2018, Snow and Velazquez-Gonzalez filed for divorce. In 2019, Velazquez-Gonzalez hired Melvin R. Grimes, Esq. as his attorney in that Family Court matter.
2. Although Snow initially had an attorney, and later a second attorney, she

represented herself in Family Court throughout much of 2020 and 2021 (Decl. L. Snow ¶9).

3. During that time, Mr. Grimes made it a point to send Snow, a litigant in proper person, intimidating and often unprofessional emails (Decl. L. Snow - ¶10).

4. These electronic communications included, but were in no way limited to, the following snippets:

Mr. Grimes, October 22, 2020, at 10:44 a.m.:

> "My role is to beat you in court, show you as controlling and unstable, and to remove the child from your custody. . ."
> (Ex. '1' p.001)

Mr. Grimes, October 22, 2020, at 10:46 a.m.:

> [Mr. Grimes well knowing that English is not Miss Snow's native language]:
> "Are you lacking cognitive development adequate to understand what I am saying to you???"
> (Ex. '1' p.002)

_____ _____ _____

> "EVERYTHING I said would happen has happened. I know how this ends, because I know the law . . . You are on notice that I am preparing documents to modify our requested orders to Primary Physical to Enrique and for you to have limited contact until you complete a full psychological evaluation knowing that when have I been wrong yet???"
> (Ex. '1' p.002)

Mr. Grimes, October 22, 2020 at 12:04 p.m.:

> "I am your HUSBAND's lawyer and my job is to intimidate, humiliate, and defeat you!!!"
> (Ex. '1' p.002)

_____ _____ _____

Mr. Grimes, October 28, 2020 at 1:17 p.m.:

> "You are delusional . . . I highly recommend you begin intensive psychotherapy and mention you should be analyzed for narcisstic personality disorder."
> (Ex. '1' p.005)

5. In November 2020, with the help of Mr. Grimes, Velazquez-Gonzalez illegally held

onto the couple's 5 year-old daughter [redacted] for 19 days. At length, Child Protective Services intervened and returned the daughter to her mother, Luba Snow (Declr. L. Snow ¶8 & ¶15).

6. The parties ultimately divorced on December 8, 2021 (Declr. L. Snow ¶16).

7. Despite Velazquez-Gonzalez having signed the property at [redacted] Avenue, [redacted] over to Snow, moving out, and not paying on it, the Divorce Decree required it to be sold and the proceeds split.[1]

BANKRUPTCY

FILED

8. Snow filed the instant Chapter 7 proceeding on December 15, 2021 at 1:30 p.m. (Dkt. #1).

9. Two judgment liens encumber the home and must be avoided using a remedy which is uniquely available in a bankruptcy.

10. One of the liens only came to Snow's attention in early November 2020, being that of her former divorce attorney, Dawn Lozano, Esq. (Declr. L. Snow ¶28).

11. Mr. Grimes emailed Ms. Snow on 12/15/21 2:51 p.m., the day she filed bankruptcy.

> "Ms. Snow,
>
> This communication is being sent pursuant at EDCR 5.501 in an attempt to resolve a matter before filing a motion to enforce.
>
> I was just contacted by Mr. Meese the realtor hired to sell the home. He informed me that you have indicated you are not going to complete the sale as scheduled next week. Is this your intention? This conduct would violate the Decree of Divorce and I will be forced to file a motion for an order to show cause and seek jail and sanctions. My hope is this is a misunderstanding and that you intend to execute all documents to conclude th sale next week.
>
> If you intend to hold up this sale exposing my client to potential litigation from the buyers I need to know this as soon as

1. The time for Snow to seek reconsideration or appeal has not yet run, and has been tolled by the filing of this bankruptcy.

possible. Please let me know what is going on."
(Ex. '2' p.012).

12. Ms. Snow responded to Mr. Grimes' communicated threats on 12/15/21 at 15:19 p.m

> "I have filed bankruptcy.
> 1. Any further communications from you in an effort to collect money from me or which involve my property will be a violation of the automatic stay provisions of the bankruptcy; and
>
> 2. I am represented in my bankruptcy by Christopher Burke, and any questions you have about the bankruptcy or how it affects th house sale should be directed to Mr. Burke; and
>
> 3. I did not refuse to sell the house. The bankruptcy simply effects certain requirements for doing so."
> (Ex. '2' p.013)

13. Mr. Grimes admits he received this email. (Ex. '2' p.014). See Mr. Grimes' Declaration (Dkt.#22 p. 22, ¶11, ln. 9-25).

14. In spite of having received information that Snow was represented in bankruptcy, Mr. Grimes sent the following email to her on 12/16/21 9:26 a.m.:

> "Ms. Snow,
> Nothing in my communication with you was ever an attempt to collect a debt. I can state that with absolute surety as neither I nor my client are a creditor of yours. I am therefore not in violation of any stay or federal rule.
> Please see the attached Order issued by the District Court enjoining you from filing bankruptcy or taking any action to frustrate the sale of the home. While I am not violating any rule or law . . . you potentially are. The matter is scheduled for a hearing December 22, 2021 [a]t 11:30.
> I have reviewed your bankruptcy petition and you have once again blatantly lied to a court. Page 14 of 53 you claim 100% interest in the home . . . you have ½ interest. Page 33 of 53 you misstate your employment status. Page 38 of 53 you claim to be married, you are not. Page 42 of 53 you claim your divorce and the judgments against you are pending, they are not final orders are entered. Page 46 of 53 you assert you will retain the property and start making payments. . This property is ordered sold and a sale is pending.

> You can either immediately dismiss your petition and refile after the sale or face contempt next week, and face consequences for misstating material facts in a bankruptcy case. Your immediate attention to this matter is expected.
>
> (Ex. '2' p.14).

15. On December 16, 2021 at 1:20 a.m. Snow filed a Notice of Bankruptcy filing at Family Court (Ex. '3').

16. On December 17, 2021 at 3:07 p.m., after Mr. Grimes admittedly knew Snow filed bankruptcy, his Motion for OSC was filed, stating:

"That *if* Luba files bankruptcy at this time the sale scheduled for December 22, 2021 will not close." (Dkt. #22 Declr. M. Grimes p. 23 ¶14).

17. Also on December 17, 2021 Snow, on her own, filed a Motion to Set Aside Restraining Order in Family Court (Ex. '4'). In it, Snow mentions the filing of her bankruptcy:

> "I, Luba Snow, filed a Petition for relief under Title 11 U.S.C. Chapter 7 of the Bankruptcy Code on December 15, 2021, at approximately 13:33 (Exhibit B) Case No. 21-15676-NMC. I received an email (Exhibit C) from Mr. Grimes on December 15, 2021 at 14:51 after I already filed, asking if my intention was to not complete the sale of the house. I responded to Mr. Grimes on December 15, 2021 at 15:19 (Exhibit D) that the bankruptcy was already filed and any further communications from him should be going through my Bankruptcy attorney, Christopher Burke. Additionally, I let Mr. Grimes know that my intention is to continue with the sale of the house, I am not refusing to sell the house but rather the bankruptcy simply effects certain requirements for doing so."
>
> (Ex. '4' p. 022)

18. On December 20, 2021, Christopher Burke, Esq. ("Burke") emailed a letter to Mr. Grimes:

> "Dear Mr. Grimes:
>
> I am in receipt of your response to Ms. Luba Snow ("Snow") dated December 16, 2021. In it, you acknowledge her bankruptcy filing. As you are also aware Snow filed her bankruptcy on December 15, 2021 and your District Court TRO was entered a day *later* on December 16, 2021.
>
> Putting aside the fact that the Clark Count District Court has no authority to enjoin a party from filing bankruptcy, your TRO violated the automatic stay. See 11 U.S.C. §362(a). In

addition, your Ex Parte Application for an Order to Show Cause filed on December 17, 2021, again with knowledge of Snow's bankruptcy, also violated the automatic stay. Therefore, I am requesting you dismiss or withdraw the TRO and OSC by 5:00 p.m. today, December 20th 2021. Otherwise, I will have no choice but to file a Motion for Contempt against you and your firm. In it, Snow will be requesting actual damages, attorney's fees, and punitive damages.

Finally, as far as your concerns about any alleged errors in Snow's petition, I will review them with her and she will make any necessary amendments.

If you have any questions, please contact me by email."

(Ex. '5')

19. On December 20, 2021, Mr. Grimes responded to Burke's email :

"Dear Mr. Burke,

I received your letter of today's date via email I appreciate your response and your position on these issues.

Regarding the TRO, the matter is set for hearing on December 22, 2021, before Department P in the Family Courts. This was clearly a race to the court house in an attempt to stop the filing before the sale of the home. We lost the race, and that information has been relayed to the court. The TRO will be quashed at the hearing as it is moot.

With regard to the OSC filed this is not a violation of 11 U.S.C. §362. I am in no way attempting to enforce a judgment or obtain a judgment against Ms. Snow. Before the filing the motion, I closely reviewed the holding of *in re Gruntz*, 202 F.3d 1074 (9th Cir. 1999). This case made clear the State Courts can proceed on criminal conduct even if the conduct is related to the bankruptcy and even if hte prosecution is a disguised effort to enforce payment of debt. I am therefore not going to withdraw the motion for an OSC.

Sincerely,
Melvin R. Grimes, Esq."

(Ex. '6')

20. On January 27, 2022, Snow filed two motions to avoid liens in this Court (BK Dkt. #38 and #40).

III

ARGUMENT

A

Stay Violation

1. Creditors[2] had notice of Snow's Chapter 7

The automatic stay is self-executing, effective without notice upon the filing of a bankruptcy petition. *In re Gruntz*, 202 F.3d 1074, 1081 (9th Cir. 2000). Even if a creditor received no notice whatsoever, any act done in violation of the stay would be subject to being undone by a court. *In re Computer Communications Inc.*, 824 F.2d 725 (9th Cir. 1987). Automatic stay violations, even if innocent, can become willful if the creditor fails to *remedy* the violation after receiving notice of the stay. *In re Adams*, 94 B.R. 838 (Bankr. E.D. Pa. 1989). "When a creditor receives actual notice of the filing of a case, the burden is on the creditor to ensure that the automatic stay is not violated. *Roche v. Pep Boys, Inc.*, 361 B.R. 615 623 (Bankr. N.D. Ga. 2008). Here, Creditors did not do this.

In fact, "notice may be oral or written, and may be given by any means and in any manner." *In re Stucka*, 77 B.R. 777, [redacted] Thus, a creditor may be deemed to have notice or knowledge of the bankruptcy. *In re Mercer*, 48 B.R. 562, 564 (Bankr. D. Minn. 1985). In fact, "notice of filing of a petition need not be formal notice of the commencement of a case where the creditor has sufficient facts which would cause a reasonably prudent person to make further inquiry." *In re Bragg*, 56 B.R. 46, 49 (Bankr. M.D. Ala. 1985). So logically, a bankruptcy notice sent by facsimile to a creditor's attorney,

2. "Creditors" is generically used here for all creditors, Grimes, Velazquez-Gonzalez, and Roberts-Stoffel.

or to the creditor is sufficient. *Green Tree Servicing, LLC v. Taylor*, 369 B.R. 282, 287 (D.S.D. W.V 2007). Here, Mr. Grimes had actual notice of Snow's bankruptcy by the email which she, herself, sent to him. (Ex. '2', p.013).

Critically, "even if not scheduled, a willful violation may be established where the creditor has sufficient facts to cause, '. . . a reasonable prudent person to make further inquiry.'" *In re Flack*, 239 B.R. 155, 163 (Bankr. S.D.OH 1999). "It is not necessary that a creditor have formal notice of the commencement or the pendency of the bankruptcy proceeding where it has sufficient facts which would make a reasonably prudent person to make further inquiry." *In re Edwards*, 5 B.R. 663, 665 (Bankr. M.D. Ala. 1980). "Where a creditor is in possession of such facts, willful blindness may be deemed to be the equivalent of notice." *In re Constantino*, 80 B.R. 865, 868 (Bankr. N.D. OH. 1987).

It is therefore incumbent on the creditor to verify the status of a case prior to commencing an action in violation of the automatic stay when facts indicate that the existence of a case may be likely. *Id.* A creditor violates the stay if it is "armed with knowledge or reason to know of the stay's 'existence.'" *In re Taco ED's Inc.*, 63 B.R. 913, 931 (Bankr. N.D. OH 1986). Here, via email, Snow *told* Mr. Grimes that she had filed on December 15, 2021 at 3:19 p.m. A simple perusal of PACER would have informed Creditors of all they needed to know about Snow's Chapter 7. A creditor has an affirmative duty to check and see whether a bankruptcy was filed, if there is any indication, however fleeting, that one may have been filed. Mr. Grimes allegedly checked PACER but did not immediately find Snow's petition (BK Dkt. #22, p. 3, ln. 20-21). However, the next day, Mr. Grimes admittedly found that Snow had indeed filed a Chapter 7 petition (BK Dkt. #22 p.3, ln.24, p.5, ln.13). A creditor's "half-hearted effort to determine if a debtor had filed, even if sincere

. . . did not meet the burden of inquiry. It is the responsibility of parties stayed to ascertain whether a bankruptcy case has truly been commenced." *In re Freemyer Indus. Pressure, Inc.*, 281 B.R. 262, 267 (Bankr. N.D. Tex. 2002).

Creditors also miss the point in *Eskanos Adler, P.C. v. Leetien*, 309 F.3d 1210 (9th Cir. 2002). The opposing brief notes that the creditors "in *Eskanos* were listed as creditors." (Dkt. 22 Resp. p. 10, ln. 26-27). Those creditors then "filed a collection action in state court after receiving notice of the filing of the bankruptcy petition" (Bk. Dkt. 22 -Resp. p. 11, ln 2-3). But Creditors err in stating "Snow fails to recognize Velazquez-Gonzalez is not a creditor but an interest holder on the property." (Bk. Dkt.22-Resp. p.11, ln.10-11).

The broad definition of "creditor" encompasses an entity that has a claim against the debtor that arose before the filing. 11 U.S.C. §101 (10) And a "claim" is a right to payment whether reduced to judgment, contingent, matured, legal, equitable, secured or unsecured. 11 U.S.C. §101(5). Thus, Velazquez-Gonzalez is a creditor of Snow's. As representatives of Velazquez-Gonzalez, Mr. Grimes and his law firm are likewise stayed. And Creditors are wrong when arguing that they "cannot be held as creditors when they are not noticed or even listed in the petition" (Bk. Dkt. 22-Resp. p. 10, ln 19-20).

2. Creditors had knowledge of Snow's Chapter 7

Clearly, Creditors had an affirmative duty to review Pacer (and re-check it carefully) to see if Snow was in a bankruptcy. *In re Shepherds Hill Dev. Co., LLC* 316 B.R. 406, 415 (1st Cir. BAP 2004). Although the statute is silent on what type of notice is required, case law is clear that it need not be formal or official. "[K]nowledge of the existence of an active bankruptcy case need not be communicated through formal notification of the filing of a petition." *In re Clayton*, 235 B.R. 801, 808 (Bankr. M.D. N.C. 1998); See also *In re Perviz*,

302 B.R. 357, 367-68 (Bankr. N.D. OH. 2003). Regardless, Mr. Grimes admittedly had knowledge of Snow's bankruptcy filing by 9:26 a.m. on December 16, 2022 (Ex. '2' pg.014). Despite this knowledge, Mr. Grimes stated they were proceeding forward (Ex. '6').

3. Willful Violation Does Not Require an Explicit Intent to Violate the Stay.

Creditors erroneously argue that they had no intention to violate the stay, so they cannot be liable (BK Dkt. #22, Resp. p.9, ln. 24-27, p.10, ln.14-20). However, a violation is willful if (1) the defendants knew of the stay, and (2) the defendant's actions which violated the stay were intentional. *In re Bloom*, 875 F.2d 224, 227 (9th Cir. 1989). *Bloom's* requirement that a violation be "intentional" does not require a specific subjective intent to violate the stay. *Bloom*, 875 F.2d at 227. To the contrary, a good faith belief that the stay is not being violated "is not relevant to whether the act was 'willful' or whether compensation must be awarded." *Id.*, (quoting *In re INSLAW, Inc.* 83 B.R. 89, 165 (Bankr. D.D.C. 1988)).

It is the intent to act after receiving notice of the bankruptcy case, not a specific intent to violate the stay, that is material. *In re Adrus*, 04.3 I.B.C.R. 137, 141 (Bankr. D.Idaho 2004). Here, Mr. Grimes' actions were willful. He knew of the stay and his actions were intentional.

Knowledge of the bankruptcy filing is a legal equivalent of knowledge of the stay, and a violation is willful when a creditor acts intentionally with knowledge of the bankruptcy. *In re Ozenne*, 337 B.R. 214, 220 (9th Cir. BAP 2006); *In re Welch*, 296 B.R. 170, 172 (Bankr. C.D. Ill. 2003). Ignorance of the bankruptcy laws does not excuse anyone involved in a willful violation of the stay. *In re Sumpter*, 171 B.R. 835, 843 (Bankr. N.D. Ill. 1994). Once a creditor knows that the automatic stay exists, the creditor bears responsibility

for any violations caused by its intentional actions (or inactions), regardless of whether the specific intent of the action or actions was to violate the stay. *See, e.g., In re Goodman*, 991 F.2d 613, 618 (9th Cir. 1993). An act or omission "does not cease to be a violation of a law and a decree merely because it may have been done innocently." *McComb v. Jacksonville Paper Co.*, 336 U.S. 187, 191 (1949).

4. A Creditor Has an Affirmative Duty to Prevent Stay Violations

Further, Creditors' stay violation should be viewed as *continuing*, because they have yet to acknowledge that they have violated any stay, much less made any efforts to repair what they have done. A creditor's failure, after it became aware of the debtor's bankruptcy filing and resulting stay, to take affirmative steps to stop its actions also constitutes a "willful"violation of the stay under 11 U.S.C. §362(k)(1). *Eskanos & Adler, P.C. v. Leetien*, 309 F.3d 1210, 1212, (9th Cir. 2002). Where the debtor continues to experience the consequences of a stay violation even *after* the stay has expired, the situation may be deemed a continuing violation. *In re Snowden*, 769 F3 651, 659 and 662 (9th Cir. 2014), aff'g 422 B.R. 737 (Bankr. W.D. Wash. 2010).

For this reason, a stay violation exists until remedied, even after the underlying bankruptcy case is resolved. [redacted] *Corpt. v. Lusardi*, 329 F.3d 1076 (9th Cir. 2003). Here, because Creditors have *refused to acknowledge* their willful stay violation, the violation *continues*, and Snow has been *required* to pursue litigation and to establish that the violation was willful, thereby sustaining damages. *Snowden*, 769 F.3d at 659. See also *In re Schwartz*, 954 F.2d 569, 573. Thus, the stay violation by Creditors will not end until this Court rules after the trial.

5. Creditors Chose to Proceed Rather than Seek Bankruptcy Court Guidance

"[I]t is the responsibility of [the] part[y] stayed to ascertain whether a bankruptcy case has truly been commenced." *Freemyer Indus.,* 281 B.R. *at* 267. (Notice sent by facsimile and given orally puts a creditor on inquiry notice). The court in *Freemyer* stated that it was "especially troubled that [the creditor] apparently did not look up the law. Applicability of the automatic stay is not a difficult concept, nor is the law unclear. A five-minute check of any treatise would have corrected [the creditor's] misperception." *Id* at 268 fn. 6.

"When reasonable actual notice is received, it becomes the creditor's responsibility to ensure the stay is not violated, or if it has been prior to receipt of actual notice, to reverse any action taken." *In re Flack*, 239 B.R. 155, 163. "Creditors will not be shielded from liability by *turning a blind eye* to reasonable, actual notice of filing." *Id* at 164 (emphasis added). "It is not for creditors to decide when they will respect the rights of debtors and/or to interpret the applicability of the stay provisions." *Id.*

A creditor takes the risk of being assessed damages if he fails to obtain clarification from the bankruptcy court. *In re Clark*, 49 B.R. 704, 707 (Bankr. D. Guam. 1985). Or "if [the stay] has been violated prior to receipt of actual notice the burden is on the creditor to *reverse* any such action taken in violation of the stay." *In re Smith*, 180 B.R. 311, 319 (Bankr. N.D. Ga. 1995) (emphasis added). The Creditors here have *not* taken *any* steps at all to self-police, or to correct their actions. Instead, it has been full speed ahead, while insisting that they have done nothing wrong.

As one court noted that it would result in a significant waste of judicial resources and "the automatic stay. . . would be frustrated if the debtor had to involve the court in each situation as here. It would continuously involve the court in pointless and needless litigation. . . it should not be the court that should stop the snowball." *In re Baldwin*, 1996 WL 33401577 at *3 (Bankr. C.D. Ill. 1996). "A creditor sets in motion the process. . . [The] [c]reditor is in the driver's seat and very much controls what is done thereafter if it chooses. If the 'continuation' is to be stayed, it cannot chose to do nothing and pass the buck to the garnishee or the court in which the garnishment is filed to effectuate the stay. Positive action on the part of the creditor is necessary." *In re Elder*, 12 B.R. 491, 494-95 (Bankr. M.D. Ga. 1981). In this case, Creditors, led by Mr. Grimes, took *no* action to cease their attempt to control property of the estate. Instead, they just filed an Order to Show Cause ("OSC") in place of their Temporary Retraining Order ("TRO").

The Creditors erroneously state that "the TRO was vacated as moot." (Bk. Dkt. 22 - Resp. p. 7, ln. 5). That assertion was incorrect, since the Family Court only stayed the TRO Creditors had filed (Ex. '7' - Trans. p.047 ln. 1-2).

"If a creditor is uncertain about the applicability of the automatic stay, the creditor may petition the court for clarification; otherwise, the creditor risks exposure under 11 U.S.C. §362(k)(1) when he undertakes his own determination of the manner in which §362(a) affects his actions." *In re Galmore*, 390 B.R. 901, 904 (Bankr. Ind. 2008). Once a party is put on notice of a bankruptcy filing, he is under a duty to seek further information which should reveal the applicability and scope of the stay. *In re Wagner*, 74 B.R. 898, 904 (Bankr. E.D. Pa. 1987).

"[B]ankruptcy law not only requires, but demands, that companies, whether large or small, have in place procedures to insure that formal bankruptcy notice sent to an internally improper, but otherwise valid corporate address are forwarded in a prompt and timely manner to the correct person/department." *In re Perviz*, 302 B.R. 357, 367 (Bankr. N.D. OH. 2003). "This rule has been universally followed by other bankruptcy courts, and is really just an extension of the principle that corporations are expected to have in place procedures to ensure that they comply with all areas of the law." *Perviz* at 367. The "automatic stay does not recognize such compartmentalization of a creditor [within its organization] -notice to an entity- is notice." *In re Henry*, 266 B.R. 457, 470 fn. 7 (Bankr. C.D. Cal. 2001).

Obviously, a creditor cannot create a complex system likely to produce stay violations and then assert the results of that complexity as a defense. *In re Withrow*, 93 B.R. 436, 439 (Bankr. W.D.N.C. 1988). Here, the evidence shows that Creditors have tried muddying the waters with their reliance on the fact this was a divorce proceeding, and arguing they were *not* listed as creditors. But so what? They had notice. And still Mr. Grimes unilaterally determined they were not violating the stay. Therefore, instead of retreating, Mr. Grimes proceeded forward, a clear violation of the stay. Creditors "had an affirmative duty to conform [their] conduct to the automatic stay once [Snow] filed for bankruptcy." *Sternberg v. Johnson,* 595 F.3d 937, 944 (9th Cir. 2009), rev. in part on other grounds, *In re Schwartz-Tallard*, 803 F.3d 1095 (9th Cir. 2015).

"Within a reasonable time after [the petition filing], however, the law required [creditor] to take corrective action. Mr. Grimes did not do so, to the contrary, he affirmatively opposed [Snow's] effort to obtain relief from the State" court. "Whether the

[defendant] believes in good faith that it had a right to property is not relevant to whether the act was 'willful.'" *In re Goodman*, 991 F.2d 613, 618 (9th Cir. 1993). In the end, Mr. Grimes had notice and knowledge of the stay, but such knowledge did not deter him.

B.

Mr. Grimes Violates the Automatic Stay

1. Mr. Grimes' actions violated §362(a)(1)

The legal implications for creditors when a debtor files a bankruptcy petition are heavy indeed. One immediate impact of a bankruptcy filing is the effect of the automatic stay on a creditor's rights. "The scope of protections embodied in the automatic stay is quite broad, and serves as one of the most important protections in bankruptcy law." *Eskanos*, 309 F.3d at 1214. Under §362(a), the filing of a bankruptcy petition operates, as a matter of law (or in other words, *automatically*) as a stay that prohibits, among other things, "the commencement or continuation, including the issuance or employment of process, of a judicial . . action or proceeding against the debtor that was . . . to recover a claim against the debtor that arose before the commencement of the [bankruptcy] case. . .". 11 U.S.C. §362(a)(1).

Section 362(a)(1)'s broad language – "judicial, administrative, or other action or proceedings against the debtor" – encompasses a state court's contempt proceedings and [debtor's] resulting incarceration. *See Benalcazar*, 283 B.R. 514, 518-19, 529-30 (Bankr. N.D. Ill. 2002)(finding that §362(a)(1) prohibited a creditor from continuing to pursue civil contempt proceedings it initiated in state court against the debtor before the debtor filed for bankruptcy); *In re Atkins*, 176 B.R. 998, 1006 (Bankr.D.Minn. 1994) ("Section 362(a)(1) ... has to include proceedings for adjudications of civil contempt, where the act in question

is the debtor's alleged pre-petition violation of a court order."); 3 *Collier on Bankruptcy* ¶362.03[3] (16th ed. 2020) ("The stay provision of subsection (a)(1) is drafted so broadly that it encompasses all types of legal proceedings, subject only to the exceptions provided in section 362(b).").

Beyond doubt, the plain language of the statute absolutely prohibits the continuation of a creditor's pending state court judicial action against a debtor in bankruptcy. See *Eskanos, Adler, P.C.* [redacted] when Debtor filed for bankruptcy relief, the automatic stay precluded any further proceedings attempting to sell or to force Snow to sell the real property at [redacted]

When Snow filed for bankruptcy relief, any further proceedings in the state court action were unconditionally stayed by operation of federal law. That would obviously include any efforts to jail Snow for failing to sell [redacted] when Grimes wanted her to do so. One issue raised in this case is whether Grimes violated the stay by first initiating the state proceedings and second, by failing to stop those proceedings. *See In re Marriage of Carpel*, 232 Ill. App. 3d 806, 823, 173 Ill. Dec. 873, 597 N.E.2d 847 (1992) ("[T]he penalties in a civil contempt case serve only to coerce the contemnor to comply with a court order, and they must cease when the contemnor complies. For instance, a court may imprison [the contemnor] until [he] complies with the court order." (citation omitted)); *In re Moon*, 201 B.R 79, 82-847, 90 (Bankr. S.D.N.Y. 1996) (finding that "the continued enforcement of [a pre-petition] contempt order by incarceration of the debtor" violated §362(a)(1)), *rev'd on other grounds*, 211 B.r. 483 (S.D.N.Y. 1997).

Here, Creditors filed their Motion for Order to Show Cause in Family Court on December 17, 2021 at 3:07 p.m (Ex. '9' p.063). This was more than a day *after* Mr. Grimes

admitted they had knowledge of Snow's bankruptcy. Thus, with clear knowledge of Snow's bankruptcy, Mr. Grimes filed the Motion for Order to Show Cause. Yet, in that Ex Parte OSC, Mr. Grimes' affidavit incorrectly states: "That if Luba files bankruptcy at this time, the sale (of [redacted] scheduled for December 22, 2021 will not close as scheduled, (Ex. '8' - Grimes Aff'd. p. 060, ¶13). Then, Mr. Grimes adds that the Family Court "must enjoin and order Luba and her declared counsel, Christopher P. Burke, Esq., not to file the bankruptcy" (Ex. '8' - Grimes' aff'd p.061, ¶17). This, *despite* Mr. Grimes knowing that Snow had already filed the bankruptcy. Thus, Creditors actions violate §362(a)(1).

2. Grimes' actions sought to control property of the estate violating §362(a)(3)

Creditors admit that "Respondents' actions were taken to secure the interest in real property specifically [redacted] (Dkt. #22, p. 9, ln. 9-10). Still Creditors' attempt to dodge responsibility by arguing that while the Creditors were aware of Snow's bankruptcy, they were *only* requesting criminal contempt, because Snow's bankruptcy stayed the sale of [redacted] But, in stark contrast, the *Gruntz* case involved a debtor's failure to pay child support. Failure to pay child support is a crime in California. Thus, the bankruptcy filing in that case did not stay that criminal action. *In re Gruntz* 202 F.3d 1074 (9th Cir. 1999).

Here, just because Creditors label their actions as an effort to control criminal contempt, does not mean that filing a bankruptcy to protect one's financial interest qualifies as criminal contempt. *United States v. Bayshore Associates, Inc.* 934 F.2d 1391, 1401 (6th Cir. 1991). Besides, Mr. Grimes admitted in his state court solicitation for an Order to Show

Cause, that the Creditors plan to seek monetary sanctions against Snow later on. "Defendant therefore does not ask this court to impose financial penalties nor award attorneys' fees under this present motion, reserving such action until *after* the bankruptcy court lifts the automatic stay" (Ex. '9' Mot. for OSC p.071, ln. 15-18). (Emphasis added). Thus, Creditors have violated §362(a)(3).

3. Section 362 (a)(6) was violated

The stay also forbids "any act to collect, assess or recover a claim against the debtor that arose before the commencement of the [bankruptcy case] . . ." 11 US.C. §362(a)(6). As already noted, the use of an arrest warrant is not only prohibited by §362(a)(1), but also by §362(a)(6). *See also, e.g., Guariglia*, 382 F.Supp. at 760-61 (concluding that a contempt order and fine imposed in the amount of the creditor' judgment constituted a prohibited collection action, and that labeling the order as one for contempt did not change its character as a collection tool); *Goodman v. Albany Realty Co. (In re Goodman)*, 277 B.R. 839, 842-43 (Bankr.M.D.Ga. 1995) (civil contempt because it was initiated by a private party to coerce the debtor's compliance); *In re Siskin*, 231 B.R. 514, 519-20 (Bankr.E.D.N.Y. 1999) (holding that a court order of commitment, issued to compel the debtor to turn over documents in aid of a creditor's post-judgment collection efforts, is within the automatic stay); *In re Barboza*, 211 B.R. 450, 452-453 (Bankr. D.R.I. 1997) (holding that an arrest warrant and order to pay bail in the exact amount of the restitution awarded to the creditor, which was subsequently disbursed to the creditor, constituted a post-petition collection action prohibited by the automatic stay); *Mitchell Contr. Co. v. Smith (In re Smith)*, 182 B.R. 311, 319 (Bankr.N.D.Ga. 1995) (holding that the automatic stay was applicable to the contempt order entered to force the debtor to respond to post-judgment interrogatories by

the creditor in an effort to collect its judgment against the debtor); *Atkins v. Martinez (In re Atkins)*, 176 B.R. 998, 1007-08 (Bankr.D.Minn. 1994) (holding that civil contempt proceedings initiated after the debtor failed to satisfy the creditor's judgment were stayed when the proceedings were designed to aid creditor in its collection efforts). Thus, Creditors also violated §362(a)(6).

Creditors argument that, upon learning of the Debtor's bankruptcy, it had no duty to act affirmatively to withdraw its Motion for O.S.C., also fails. Given the purpose of the automatic stay, Creditors' argument falls short. The automatic stay was designed to give debtors in bankruptcy relief from creditor collection actions. As interpreted by the Ninth Circuit Court of Appeals, "§362(a)(1) imposes an affirmative duty to discontinue post-petition collection actions." *Eskanos Adler, P.C.* 909 F.3d at 1215 (emphasis added).

C.

Exceptions to the Automatic Stay

1. Creditors' actions do *not* fall under any exceptions to the stay

Although the reach of the automatic stay has exceptions, none is available to provide relief to Creditors. See 11 U.S.C. §362(b). Creditors' opposition to Snow's motion for contempt mistakenly points to §362(b)(20) and §362(d)(4) as exceptions to relieve them from their actions while the stay is in effect (Bk. Dkt. #22,-Resp. p.8-9). However, these Code sections pertain to multiple filings by a *bankruptcy* debtor, not filings in other courts. For instance, Section 362(b) cites to Section 362(d)(4) which involves multiple *bankruptcy* filings! In other words, it deals with prior bankruptcy cases, "under this title," not cases in other courts! This same hurdle is faced by Creditors in relation to §362(d)(4).

Curiously, Creditors also make the argument that "Snow did not obtain nor seek the permission of Enrique to file the bankruptcy . . . " (Bk. Dkt.#22- Resp. p.9, ln.21-22). A person seeking to file a bankruptcy needs permission from no one. Besides, Snow filed to avoid two liens which would increase the properties equity and perhaps benefit Velazquez-Gonzalez.

2. The §362(b)(1) exception does not apply to Creditors' Motion for O.S.C.

There is a distinction between a criminal contempt proceeding, and a civil contempt proceeding. A Sixth Circuit case that provides thorough guidance on this subject is *United States v. Bayshore Associates, Inc.* 934 F.2d 1391 (6th Cir. 1991). *Bayshore* was not a bankruptcy case, but the opinion supplies the principles a court must employ to determine whether and to what extent Creditors' criminal contempt motion is a "criminal action or proceeding" within the meaning of §362(b)(1), as opposed to a civil contempt proceeding. To the extent Creditors' domestic court contempt motion is the latter, they have violated the automatic stay. Critically, the Family Court has not initiated *anything*. Only Mr. Grimes and his firm have done so.

In determining whether any particular contempt proceeding or contempt sanction is criminal in nature, as opposed to civil, as noted earlier, the movant's or even the trial court's characterization of the proceeding as civil or criminal is *not* determinative. *Bayshore,* 934 F.2d at 1401. Instead, the court must "look to the purpose and characterization of the sanctions imposed, rather than to the label given to the proceeding by the court below." *Id., quoting In re Kave*, 760 F.2d 343, 351 (1st Cir. 1985). Here, no court has determined that Creditors' state court motion is one for criminal contempt, but it seeks incarceration for failing to sell [redacted] even though no time

period to do so had been ordered by the Family Court.

Incarceration has long been established as an appropriate sanction for civil contempt. *See, e.g. Sillitani v. United States*, 384 U.S. 364, 370 (1966) ("Where contempt consists of a refusal to obey a court order to testify at any stage in judicial proceedings, the witness may be confined until compliance."); *Gompers*, 221 U.S. at 442 ("If a defendant should refuse to pay alimony, or to surrender property ordered to be turned over to a receiver, or to make a conveyance required by a decree for a specific performance, could be committed until he complied with the order.") Here, the Family Court did not issue any type of contempt order. Instead, it was an application for such an order initiated by Mr. Grimes *post-petition*. And he sought imprisonment only because the bankruptcy filing temporarily stopped the sale of [redacted] and prohibited the Family Court from awarding monetary sanctions. But Mr. Grimes did make it clear that he would be seeking monetary sanctions after the stay was lifted, which would be yet another violation of the stay (Ex. '9' - Mot. OSC, pg.071, ln.15-18).

3. Section 362(b)(2) and (d)(4) do not help Creditors

Another exception is §362(b)(4), called the "government regulatory exemption" *In re Dingley* 852 F.3d 1143 (th Cir. 2017). This section provides that the automatic stay does not apply to "the commencement or continuation of an action or proceeding by a government unit to enforce such governmental united police and regulatory power." *Id.* Here, the government (State Court) did not initiate this O.S.C. Mr. Grimes did. And it was to adjudicate the parties' private property rights, i.e. force immediate sale of the home.

If this were a government action, two tests would have to be considered. The two tests necessary to determine whether the section 362(b)(4) exemption applies are (1) the

"pecuniary purpose" test, and (2) the "public policy" test. See *In re Universal Life Church*, 128 F.3d 1294, 1297 (9th Cir. 1997).Under the pecuniary purpose test, the court must determine "whether the government action relates primarily to the protection of the governments' pecuniary interest in the debtor's property or to matters of public safety and welfare." *Universal Life Church*, 128 F.3d at 1297 (citing *Continental Hagen*, 932 F.2d at 833). By contrast, under the public policy test, the court must determine whether the government's action is intended either to "effectuate public policy" or to "adjudicate private rights." *Continental Hagen*, 9312 F.2d at 833 (quoting *1147 *NLRB v. Edward Cooper Painting, Inc.*, 804 F.2d 934, 942 (6th Cir. 1986)). But this Court does not have to decide this issue.

Creditors contend that they effectively ceased any collection activities against Snow upon her bankruptcy filing. However, Mr. Grimes' conduct in seeking the issuance of an order for jail time is but a poorly disguised collection tool. The threat of incarceration was intended by Creditors to result ultimately in the collection of the money from the immediate sale of the house. And courts overwhelmingly agree that it is the responsibility of the party that set in motion the proceeding in violation of the stay to take the steps necessary to restore or maintain the status quo.

It was the Creditors that sought Snow's arrest and jail time. In other words, this entire scenario was created, produced, and directed by Mr. Grimes. And it is clear that Creditors' efforts to get Debtor put behind bars were "calculated to enforce a money judgment, [to] pursue a 'collection motive' [and] to harass" Snow. *In re Lincoln*, 264 B.R. 370, 374 (Bankr.E.D.Pa. 2001). Requiring Debtor to either pay up or lose her freedom is a choice the Bankruptcy Code was designed to eliminate. Therefore, Creditors' use of the state

court contempt proceedings was in furtherance of collection activity.

Here, after Snow filed for bankruptcy, she asked Mr. Grimes to act to protect her from arrest. Mr. Grimes flatly refused. Instead, Grimes sought to shift the duty to stop the Family Court proceedings to Snow or even to the Family Court. See *In re Jacobsen*, 03.2 I.B.C.R. 119, 120 (Bankr.D.Idaho 2003)(finding that once the creditor learned of the bankruptcy filing, its nine-day delay in notifying the sheriff to release the debtor's property violated the automatic stay).

III

DAMAGES AND SANCTIONS

A.

Damages

1. Snow is entitled to actual damages.

Snow will prove expenditures on gas going back and forth to her attorney's office, attorney's fees incurred at family court in defense of Creditors' actions, and especially those of Mr. Grimes, as well as attorney's fees for this Motion, and for the evidentiary hearing, along with other expenses. See 11 U.S.C. §362(k) and (Decl. L. Snow and Decl. B. Childs).

2. Emotional distress damages.

Second, Snow is entitled to emotional distress damages, for Mr. Grimes' stay violations. In the Ninth Circuit, emotional distress damages can be awarded to an individual who: (1) suffered significant emotional harm, (2) clearly established the significant harm, and (3) demonstrated a causal connection between that significant harm and the violation of the automatic stay. *In re Dawson,* 390 F.3d 1139, 1149 (9th Cir. 2004). Here, the trial will show that Snow should be awarded emotional distress damages.

a) A reasonable person would suffer significant emotional harm from Mr. Grimes' egregious conduct

Significant emotional distress may be readily apparent even without corroborative evidence in some cases. "For instance the violator may have engaged in egregious conduct, or even if not egregious, the circumstances may make it obvious that a reasonable person would suffer significant emotional harm." *Dawson,* [redacted] Snow argues that any reasonable person would suffer emotional distress after being threatened with a month in jail while having a five (5) year old daughter at home.

Individuals may establish emotional distress damages in several different ways. Both the United States Supreme Court and Ninth Circuit have made it clear that emotional distress damages may be awarded based *solely* on a person's testimony. *Chalmers v. City of Los Angeles* 762 F.2d 753, 761 (9th Cir. 1985) (upholding emotional damages solely on testimony); *Johnson v. Hale*, 13 F.3d 1351, 1352 (9th Cir. 1994) (noting that emotional distress damages may be awarded based on testimony alone or appropriate inference from circumstances); *Carey v. Piphus*, 435 U.S. 247, 264, n.20 (1978) (emotional distress damages are "essentially subjective" and may be proven by reference to injured party's conduct and observations by others). Here, there was an actual causal connection between Mr. Grimes' contumacious conduct and Snow's emotional distress.

Further, the 'thin skull' or 'eggshell plaintiff' theory can come into play in contempt cases. See *In re Sundquist*, 566 B.R. 563, 589 (Bkrtcy. E.D. Cal. May 2017) ("The tort-like nature of damages provided by Congress for injured individuals under §362(k)(1) means that the so-called "thin-skull" and " eggshell plaintiff" rule applies. That rule states that the willful stay violator takes the victim as found."). Based upon Mr. Grimes prior conduct

towards Snow her fear was real and reasonable.

b) Snow's Testimony alone is sufficient

Finally, the Ninth Circuit, which permits emotional damages based solely on a person's testimony, has affirmed large damage awards. See *Zhang v. Am Gen. Seafoods*, 339 F.3d 1020, 1040 (9th cir. 2003) ("Zhang's testimony alone is enough to substantiate the jury's award of emotional distress damages" - $360,000 emotional distress and $2,600,000 punitive damages); *Passantino v. Johnson + Johnson Consumer Prods. Inc.* 212 F.3d 493, 513 (9th Cir. 2000) (upheld $1,000,000 emotional distress damages and $2,200,000 in economic damages; *McCullough v. Johnson Rodenburg & Lauinger*, 637 F.3d 939, 957 (upheld $250,000 emotional distress damages - FDCPA). Snow will request emotional distress damages for Mr. Grimes' stay violation based upon her testimony. In addition, Snow's boyfriend, Phil Dace, will also testify as to the trauma which Mr. Grimes' actions inflicted upon her (see Decl. P. Dace).

B.

Punitive Damages

1. Punitive Damages for Stay Violations

Punitive damages are permissible for stay violation. 11 U.S.C. §362(k). An award of punitive damages requires "some showing of reckless or callous disregard for the law or rights of others." *In re Bloom,* 875 F.2d 224, 228 (9th Cir. 1989). "Once a party is put on notice of a bankruptcy filing, he is under a duty to seek further information which should reveal the applicability and scope of the automatic stay." *In re Lile*, 103 B.R. 830, 837 (Bankr.S.D. Tex. 1989), *aff'd* 161 B.R. 788 (S.D. Tex. 1993), *aff'd* in part subnom. *Matter of Lile*, 43 F.3d 668 [redacted] 1994). Where a creditor is provided actual notice of the

bankruptcy *any* violation of the stay *must* be deliberate. *In re Smith*, 296 B.R. 46, 55 (Bankr. MD. Ala. 2002). But, even "[t]he absence of willfulness does not relieve [a party violating a court order or decree] from civil contempt." *Id*. Because civil contempt is remedial in nature, "it matters not with what intent the [contemnor does] the prohibited act." *Perry v. O'Donnell*, 759 F.2d 702, [redacted]

Punitive damages can also be warranted, not only when a creditor engages in "egregious conduct", *In re Repine* 536 F.3d at 521, but also if the conduct is "reckless" or "arrogant," as in the instant situation. *In re Lile,* 161 BR 788, 792 (S.D. Tex. 1993). *In re Emberton*, 263 BR 817, 826 (Bankr. W.D. Kent. 2001)(punitive damages three times actual damages). Punitive damages are most appropriate "where there has been an 'arrogant defiance' of the Bankruptcy Code." *In re Curtis*, 322 B.R. 470, 486 (Bankr. D. Mass. 2005). Here, had Mr. Grimes taken the time to make an inquiry about Snow's bankruptcy, and then had refrained from embarking on what eventually proved to be the incorrect decision, the element of reckless disregard may not be present. *In re Aster*, 11 B.R. 483, 485 (Bankr. D. RI. 1981). Instead, Mr. Grimes just defiantly went ahead in violation of the automatic stay.

2. Mr. Grimes and Velazquez-Gonzalez satisfy the punitive damage criteria

In this case, punitive damages are clearly warranted for Mr. Grimes' and Velazquez-Gonzalez violations of the stay. "[B]efore imposing a non compensatory fine, as a remedy for a violation of a court's order, the Bankruptcy Court must address a number of questions. *Zambrano v. City of Tustin*, 885 F.2d 1473,1480 (9th Cir. 1989). These factors include: (1) whether the fine is consistent with applicable statutes and rules; (2) whether the fine is

necessary to support the proper functioning of the court; (3) whether the fine is proportionate to the offense; and whether the fine is consistent with the interest of justice. *Id.*

"Whether or not a punitive sanction should be considered serious depends in part on the financial condition of the sanctioned party". *Segal* at *12, citing *F. J. Hanshaw Enters., Inc.* [redacted] n.10 (9th Cir. 2001). "In other words, the seriousness of the sanction award depends in part on the whether sanctioned party is a multinational corporation, an impoverished debtor or something in between [like Roberts Stoffel Family Law Group]." *Id*

C.

All Parties Are Liable

Mr. Grimes and Velazquez-Gonzalez also bear personal responsibility for the stay violations under the facts in this case. Based upon the evidence, it is clear that but for Mr. Grime's advice, Velazquez-Gonzalez *might* have pursued an alternative path. But it also appears that Velazquez-Gonzalez encouraged, or finally authorized, Mr. Grimes to determine whether he should accede to Snow's plea or proceed ahead.

Mr. Grimes understood his role as the decision-maker when he refused to cooperate by promoting the notion that he and Velazquez-Gonzalez had no duty to act, after learning of Snow's bankruptcy. Under these facts, Mr. Grimes' and Velazquez-Gonzalez conduct was actionable. *See In re Taylor*, 884 F.2d 478, 483 n.6 (9th Cir. 1989) (noting that, upon appropriate facts, an attorney may be found to have willfully violated the stay, thereby subjecting counsel to damages under §362(h)[3]); *In re Fidelity Mortgage Investors*, 550

3. Now §11 U.S.C. 362(k)

F.2d 47, 57-58 (2nd Cir. 1976)(holding both creditor and its attorney liable for damages, fees and costs for instituting a state court action to foreclose a materialman's lien despite the fact that the debtor had filed a Chapter 11 petition).

Notably, even a good faith reliance on the advice of counsel is no defense to a debtor's action to remedy willful violation of the automatic stay. *Taylor*, 884 F.2d at 483; *Johnson*, 262 b.R. at 848 ("neither a good faith belief that the creditor had a right to the property nor good faith reliance on the advice of counsel is relevant")(quoting *Barnett v. Edwards (In re Edwards)*, 214 B.R. 613, 620 (9th Cir. BAP 1997)); *Wiersma*, 03.1 I.B.C.R. AT 44 ("whether the Bank's agent believed he had good reason to act is not relevant to the Court's determination of whether §362(h) violation has occurred.").

With knowledge of the pending bankruptcy case, Mr. Grimes and Velazquez-Gonzalez made a deliberate decision to refuse to cooperate with Debtor's counsel by withdrawing the O.S.C. By resisting Snow's requests, Mr. Grimes, on behalf of his client, assumed the same risk as would any creditor that this type of conduct would violate the automatic stay. *See In re Fidelity Mortgage Investors* 550 F.2d at 58; *In re Forty-Five Fifty-Five, Inc.*, 111 B.R. 920, [redacted] both creditor and its counsel committed a willful violation of the automatic stay when counsel, after the bankruptcy filing, requested a state court to issue an injunction prohibiting the debtor from transferring stock).

Instead, Velazquez-Gonzalez and his counsel, Melvin R. Grimes, Esq., and by association, the Roberts Stoffel Family Law Group, elected to require Debtor to obtain a judicial determination of the issues. Consequences attend that decision. Placing the burden on Debtor to prove she is entitled to the protection of the automatic stay is not only heavy-

handed and oppressive given Debtor's circumstances, it "suggests the same sort of 'conscious decision to place both the financial burden and the litigation burden on the Debtor" that was sanctioned in *Aughenbaugh*." *In re Andrus*, 04.3 I.B.R.C.R. at 145 (quoting *Aughenbaugh*, 02.4 I.B.C.R. at 164).[4]

As one court explained, "creditors and their counsel are not allowed to sit by and watch the litigation they have commenced proceed by shifting responsibility to local authorities charged with collecting judgments obtained through their efforts." *In re Johnson*, 253 b.R. 857, 861 (Bankr. S.D. Ohio 2000).

Section 362(a) enjoins a person, including lawyers acting on behalf of creditors, from commencing or continuing judicial proceedings against the debtor and from enforcing a judgment against the debtor or against property of the debtor and the estate. It also obliges that person to discontinue any such proceedings which the person has initiated post-petition. Here, that did not happen. See e.g. *Leetien*, 309 F.3d at 1215 (finding a willful violation by creditor's counsel for failing to timely dismiss or stay a state collection proceeding); *Johnson*, 253 B.R. at 861-62 (finding a willful violation when creditor and its counsel failed to take steps to discontinue wage garnishment); *In re Banks*, 253 B.R. 25, 30-31 (Bankr.E.D. Mich. 2000) (finding a willful violation where creditor and its lawyer failed to take necessary step to have writ of possession vacated); *In re McCall-Pruitt*, 281 B.R. 910, 911 (Bankr. E.D. Mich. 2002)(court concludes that "respondent had a duty to halt all collection activities when the debtor filed for bankruptcy protection"). Here, all parties are jointly and severally liable.

4. Idaho has its own separate set of bankruptcy decisions.

IV

CONCLUSION

Creditors had notice of Snow's bankruptcy. Despite that knowledge, Mr. Grimes took actions in Family Court that violated, and continue to violate, the stay. Creditors attempt to get around their violation by erroneously characterizing their acts as seeking only criminal contempt, as opposed to civil contempt. Therefore, this Court should award damages after the evidentiary hearing.

DATED: This 11th day of February 2022.

/s/ Christopher P. Burke, Esq.
Christopher P. Burke, Esq.
Nevada Bar No.: 004093
[redacted]

EXHIBIT 4

U.S. Bankruptcy Court
District of Nevada (Las Vegas)
Bankruptcy Petition #: 21-15676-nmc

Assigned to: NATALIE M. COX
Chapter 7
Voluntary
No asset

Date filed: 12/15/2021
Date reopened: 09/22/2022
Date terminated: 11/14/2024
Debtor discharged: 03/22/2022
341 meeting: 01/19/2022
Deadline for objecting to discharge: 03/21/2022

Debtor disposition: Standard Discharge

Debtor
LUBA SNOW
[redacted]
aka **LUBA GONZALEZ**

represented by **CHRISTOPHER PATRICK BURKE**

BENJAMIN B. CHILDS, SR.
[redacted]

Trustee
SHELLEY D KROHN
[redacted]

U.S. Trustee
U.S. TRUSTEE - LV - 7
[redacted]

Filing Date	#	Docket Text
12/15/2021	1 (53 pgs)	Chapter 7 Voluntary Petition Individual. Fee Amount $338. Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (BURKE, CHRISTOPHER) (Entered: 12/15/2021)
12/15/2021	2 (1 pg)	Certificate of Credit Counseling Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (BURKE, CHRISTOPHER) (Entered: 12/15/2021)

12/15/2021	3 (1 pg)	Declaration Re: Electronic Filing Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (BURKE, CHRISTOPHER) (Entered: 12/15/2021)
12/15/2021	4	Statement of Social Security Number(s). **This document contains sensitive information and cannot be viewed by the public.** Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (BURKE, CHRISTOPHER) (Entered: 12/15/2021)
12/15/2021	5 (3 pgs)	Chapter 7 Statement of Current Monthly Income Form 122A-1 Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (BURKE, CHRISTOPHER) (Entered: 12/15/2021)
12/15/2021		Receipt of Filing Fee for Voluntary Petition 7(21-15676) [misc,volp7pb] (338.00). Receipt number A20483842, fee amount $ 338.00.(re: Doc#1) (U.S. Treasury) (Entered: 12/15/2021)
12/15/2021	6 (2 pgs)	Meeting of Creditors and Notice of Appointment of Trustee KROHN, SHELLEY D. 341 meeting to be held on 1/19/2022 at 09:00 AM at Remote. Deadline to Object to Debtors Discharge or to Challenge Dischargeability of Certain Debts is 3/21/2022. (Entered: 12/15/2021)
12/16/2021	7 (1 pg)	Debtor's Certification of Completion of Instructional Course Concerning Personal Financial Management. Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (BURKE, CHRISTOPHER) (Entered: 12/16/2021)
12/16/2021	8 (1 pg)	Order Determining Debtor's Compliance with Filing Requirements of 11 U.S.C. Section 521(a)(1).(admin) (Entered: 12/16/2021)
12/17/2021	9 (5 pgs)	BNC Certificate of Notice (Related document(s)6 Meeting of Creditors Chapter 7 No Asset (BNC)) No. of Notices: 14. Notice Date 12/17/2021. (Admin.) (Entered: 12/17/2021)
12/19/2021	10 (2 pgs)	BNC Certificate of Notice - pdf (Related document(s)8 Order Determining Debtor's Compliance with Filing Requirements of 11 U.S.C. Section 521(a)(1) (BNC)) No. of Notices: 1. Notice Date 12/19/2021. (Admin.) (Entered: 12/19/2021)
12/21/2021	11 (94 pgs; 9 docs)	Motion for Contempt , Motion for Damages for Creditor Misconduct , Motion For Sanctions for Violation of the Automatic Stay - *MOTION FOR CONTEMPT FOR VIOLATION OF THE AUTOMATIC STAY UNDER §362(a) AND DAMAGES AGAINST CREDITOR, ENRIQUE IVAN VELAZQUEZ-GONZALEZ, HIS COUNSEL, MELVIN R. GRIMES, ESQ., AND LAW FIRM, ROBERTS STOFFEL FAMILY LAW GROUP* Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Attachments: # 1 Exhibit 'A' # 2 Exhibit 'B' # 3 Exhibit 'C' # 4 Exhibit 'D' # 5 Exhibit 'E' # 6 Exhibit 'F' # 7 Exhibit 'G' # 8 Exhibit 'H')(BURKE, CHRISTOPHER) (Entered: 12/21/2021)
12/21/2021	12 (2 pgs)	Request for Special Notice with Certificate of Service Filed by BENJAMIN B. CHILDS SR. on behalf of BENJAMIN BOONE CHILDS (CHILDS, BENJAMIN) (Entered: 12/21/2021)

12/21/2021	13 (1 pg)	Motion for Order Shortening Time Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)11 Motion for Contempt filed by Debtor LUBA SNOW, Motion for Damages for Creditor Misconduct, Motion for Sanctions for Violation of the Automatic Stay)(BURKE, CHRISTOPHER) (Entered: 12/21/2021)
12/21/2021	14 (2 pgs)	Declaration Of: CHRISTOPHER P. BURKE, ESQ. IN SUPPORT OF ORDER SHORTENING TIME Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)11 Motion for Contempt filed by Debtor LUBA SNOW, Motion for Damages for Creditor Misconduct, Motion for Sanctions for Violation of the Automatic Stay, 13 Motion for Order Shortening Time filed by Debtor LUBA SNOW) (BURKE, CHRISTOPHER) (Entered: 12/21/2021)
12/21/2021	15 (1 pg)	Attorney Information Sheet Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s) 13 Motion for Order Shortening Time filed by Debtor LUBA SNOW) (BURKE, CHRISTOPHER). Modified on 12/22/2021 to remove relationship to #11 (Gallagher, DA). (Entered: 12/21/2021)
12/22/2021	16 (1 pg)	Order Granting Motion for Order Shortening Time (Related document(s) 13). Hearing scheduled 12/29/2021 at 02:30 PM at Remote. (Related document(s)11 Motion for Contempt filed by Debtor LUBA SNOW, Motion for Damages for Creditor Misconduct, Motion for Sanctions for Violation of the Automatic Stay.) (arv) (Entered: 12/22/2021)
12/22/2021	17 (2 pgs)	Notice of Entry of Order *Shortening Time* Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)16 Order on Motion for Order Shortening Time) (BURKE, CHRISTOPHER) (Entered: 12/22/2021)
12/22/2021	18 (1 pg)	Notice of Hearing *on Motion for Contempt for Violation of the Automatic Stay under §362(a) and Damages against Creditor, Enrique Ivan Velazquez-Gonzalez, his Counsel, Melvin R. Grimes, Esq., and Law Firm Roberts Stoffel Family Law Group* Hearing Date: 12/29/21 Hearing Time: 2:30 p.m. Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)11 Motion for Contempt filed by Debtor LUBA SNOW, Motion for Damages for Creditor Misconduct, Motion for Sanctions for Violation of the Automatic Stay) (BURKE, CHRISTOPHER). Modified on 12/27/2021 to remove relationship to #16 (Youngblood, CL). (Entered: 12/22/2021)
12/22/2021	19 (2 pgs)	Certificate of Service with Certificate of Service Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)11 Motion for Contempt filed by Debtor LUBA SNOW, Motion for Damages for Creditor Misconduct, Motion for Sanctions for Violation of the Automatic Stay, 16 Order on Motion for Order Shortening Time, 17 Notice of Entry of Order filed by Debtor LUBA SNOW, 18 Notice of Hearing filed by Debtor LUBA SNOW) (BURKE, CHRISTOPHER) (Entered: 12/22/2021)
12/23/2021	20 (3 pgs)	Declaration Of: Christopher P. Burke, Esq. in Support of Motion for Contempt for Violation of the Automatic Stay under §362(a) and Damages against Creditor, Enrique Ivan Velazquez-Gonzalez, his Counsel, Melvin R. Grimes, Esq., and Law Firm Roberts Stoffel Family Law Group [Dkt. #18]; Motion for Contempt for Violation of the Automatic Stay under §362(a) and Damages against Creditor, Enrique

		Ivan Velazquez-Gonzalez, his Counsel, Melvin R. Grimes, Esq., and Law Firm Roberts Stoffel Family Law Group Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)11 Motion for Contempt filed by Debtor LUBA SNOW, Motion for Damages for Creditor Misconduct, Motion for Sanctions for Violation of the Automatic Stay) (BURKE, CHRISTOPHER) (Entered: 12/23/2021)
12/27/2021	21 (2 pgs)	Certificate of Service with Certificate of Service Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)20 Declaration filed by Debtor LUBA SNOW) (BURKE, CHRISTOPHER) (Entered: 12/27/2021)
12/28/2021	22 (52 pgs)	Opposition Filed by MELVIN R GRIMES on behalf of ENRIQUE IVAN VELAZQUEZ-GONZALEZ (Related document(s)11 Motion for Contempt filed by Debtor LUBA SNOW, Motion for Damages for Creditor Misconduct, Motion for Sanctions for Violation of the Automatic Stay.) (mag) (Entered: 12/28/2021)
12/29/2021	23	**Minute Entry** Re: hearing on 12/29/2021 02:30 pm. Continued. (related document(s): 11 Motion for Contempt filed by LUBA SNOW) Appearances: CHRISTOPHER PATRICK BURKE, BENJAMIN B. CHILDS, MELVIN R GRIMES Status Hearing to be held on 01/04/2022 at 02:00 PM at Remote. (brr) (Entered: 12/29/2021)
01/04/2022	24 (52 pgs)	Third Party Motion for Relief from Stay Property: 7260 Sunny Countryside Ave. [redacted] Fee Amount $188. Filed by MELVIN GRIMES on behalf of ENRIQUE IVAN VELAZQUEZ-GONZALEZ (GRIMES, MELVIN) (Entered: 01/04/2022)
01/04/2022		Receipt of Filing Fee for Motion for Relief from Stay(21-15676-nmc) [motion,mrlfsty] (188.00). Receipt number A20503741, fee amount $ 188.00.(re: Doc#24) (U.S. Treasury) (Entered: 01/04/2022)
01/05/2022	25 (22 pgs)	Amended Individual Schedule[s] A/B, Real Property Amount: $ 420,000.00, Personal Property Amount: $ 5,420.00, C, Amount $435,200.00, D, Creditors Holding Secured Claims Amount: $ 238,903.78, E/F, Creditors Holding Unsecured Priority Claims Amount: $ 0, Creditors Holding Unsecured Nonpriority claims Amount: $ 183,540.78, H, Declaration Concerning Debtor[s] Schedules, Fee Amount $32, Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (BURKE, CHRISTOPHER) (Entered: 01/05/2022)
01/05/2022		Receipt of Filing Fee for Schedules/Declaration Re Schedules(21-15676-nmc) [misc,amdschs1] (32.00). Receipt number A20506001, fee amount $ 32.00.(re: Doc#25) (U.S. Treasury) (Entered: 01/05/2022)
01/05/2022	26 (10 pgs)	Amended Statement of Financial Affairs for Individual Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (BURKE, CHRISTOPHER) (Entered: 01/05/2022)
01/05/2022	27 (4 pgs)	Amended Statement of Intention Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (BURKE, CHRISTOPHER) (Entered: 01/05/2022)

01/06/2022	28 (3 pgs)	Scheduling Order (BNC) Evidentiary Hearing scheduled for 3/4/2022 at 09:30 AM at Remote. (Related document(s)11 Motion for Contempt filed by Debtor LUBA SNOW, Motion for Damages for Creditor Misconduct, Motion for Sanctions for Violation of the Automatic Stay.) (arv) (Entered: 01/06/2022)
01/08/2022	29 (4 pgs)	BNC Certificate of Notice - pdf (Related document(s)28 Scheduling Order (BNC)) No. of Notices: 1. Notice Date 01/08/2022. (Admin.) (Entered: 01/08/2022)
01/19/2022	30 (6 pgs)	Ex Parte Motion for 2004 Examination *of PATRICIA V. GALLEGOS* with Certificate of Service Filed by BENJAMIN B. CHILDS SR. on behalf of LUBA SNOW (CHILDS, BENJAMIN) (Entered: 01/19/2022)
01/19/2022	31 (33 pgs)	Ex Parte Motion for 2004 Examination *of ENRIQUE VALAZQUEZ-GONZALEZ* with Certificate of Service Filed by BENJAMIN B. CHILDS SR. on behalf of LUBA SNOW (CHILDS, BENJAMIN) (Entered: 01/19/2022)
01/19/2022	32	Chapter 7 Trustee's Report of No Distribution: I, SHELLEY D KROHN, having been appointed trustee of the estate of the above-named debtor(s), report that I have neither received any property nor paid any money on account of this estate; that I have made a diligent inquiry into the financial affairs of the debtor(s) and the location of the property belonging to the estate; and that there is no property available for distribution from the estate over and above that exempted by law. Pursuant to Fed R Bank P 5009, I hereby certify that the estate of the above-named debtor(s) has been fully administered. I request that I be discharged from any further duties as trustee. Key information about this case as reported in schedules filed by the debtor(s) or otherwise found in the case record: This case was pending for 1 months. Assets Abandoned (without deducting any secured claims): $ 0, Assets Exempt: $ 435200.00, Claims Scheduled: $ 422444.56, Claims Asserted: Not Applicable, Claims scheduled to be discharged without payment (without deducting the value of collateral or debts excepted from discharge): $ 422444.56. Debtor appeared. (KROHN, SHELLEY) (Entered: 01/19/2022)
01/21/2022	33 (2 pgs)	Order Granting Motion for 2004 Examination (Related document(s) 30) (arv) (Entered: 01/21/2022)
01/21/2022	34 (2 pgs)	Order Granting Motion for 2004 Examination (Related document(s) 31) (arv) (Entered: 01/21/2022)
01/21/2022	35 (8 pgs)	Subpoena *to: PATRICIA V. GALLEGOS* with Certificate of Service Filed by BENJAMIN B. CHILDS SR. on behalf of LUBA SNOW (CHILDS, BENJAMIN) (Entered: 01/21/2022)
01/25/2022	36 (13 pgs)	Subpoena *Proof of Service on PATRICIA V. GALLEGOS* with Certificate of Service Filed by BENJAMIN B. CHILDS SR. on behalf of LUBA SNOW (CHILDS, BENJAMIN) (Entered: 01/25/2022)
01/25/2022	37 (3 pgs)	Subpoena *to ENRIQUE IVAN VELAZQUEZ-GONZALEZ* with Certificate of Service Filed by BENJAMIN B. CHILDS SR. on behalf of LUBA SNOW (CHILDS, BENJAMIN) (Entered: 01/25/2022)

01/27/2022	38 (20 pgs; 6 docs)	Motion to Avoid Lien *Debtors Motion to Avoid Creditors Liens on Exempt Property (Debtors) Residence* Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5) (BURKE, CHRISTOPHER) (Entered: 01/27/2022)
01/27/2022	39 (2 pgs)	Notice of Hearing *of Debtors Motion to Avoid Creditors Liens on Exempt Property (Debtors) Residence* Hearing Date: March 1, 2022 Hearing Time: 2:00 p.m. Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)38 Motion to Avoid Lien filed by Debtor LUBA SNOW) (BURKE, CHRISTOPHER) (Entered: 01/27/2022)
01/27/2022	40 (18 pgs; 6 docs)	Motion to Avoid Lien *Debtors Motion to Avoid Creditors Liens on Exempt Property (Debtors) Residence* Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5) (BURKE, CHRISTOPHER) (Entered: 01/27/2022)
01/27/2022	41 (2 pgs)	Notice of Hearing *of Debtors Motion to Avoid Creditors Liens on Exempt Property (Debtors) Residence* Hearing Date: March 1, 2022 Hearing Time: 2:00 p.m. Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)40 Motion to Avoid Lien filed by Debtor LUBA SNOW) (BURKE, CHRISTOPHER) (Entered: 01/27/2022)
01/27/2022	42 (2 pgs)	Certificate of Service *of Mailing of Notice and Debtors Motion to Avoid Creditors Liens on Exempt Property (Debtors) Residence* with Certificate of Service Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)38 Motion to Avoid Lien filed by Debtor LUBA SNOW, 39 Notice of Hearing filed by Debtor LUBA SNOW) (BURKE, CHRISTOPHER) (Entered: 01/27/2022)
01/27/2022	43 (2 pgs)	Certificate of Service *of Mailing of Notice and Debtors Motion to Avoid Creditors Liens on Exempt Property (Debtors) Residence* with Certificate of Service Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)40 Motion to Avoid Lien filed by Debtor LUBA SNOW, 41 Notice of Hearing filed by Debtor LUBA SNOW) (BURKE, CHRISTOPHER) (Entered: 01/27/2022)
01/27/2022	44 (1 pg)	Creditor Request for Notices Filed by BHARATIA, SHRADDHA on behalf of CONN APPLIANCES, INC. (BHARATIA, SHRADDHA) (Entered: 01/27/2022)
01/28/2022	45	Hearing Scheduled/Rescheduled.Hearing scheduled 3/1/2022 at 02:00 PM at Remote. (Related document(s)38 Motion to Avoid Lien filed by Debtor LUBA SNOW, 40 Motion to Avoid Lien filed by Debtor LUBA SNOW) (arv) (Entered: 01/28/2022)
01/31/2022	46 (12 pgs)	Supplemental Certificate of Service *of Subpoena* with Certificate of Service Filed by BENJAMIN B. CHILDS SR. on behalf of LUBA SNOW (Related document(s)33 Order on Motion for Examination) (CHILDS, BENJAMIN) (Entered: 01/31/2022)

02/08/2022	47 (3 pgs)	Renewed Subpoena *for 2004 Examination* with Certificate of Service Filed by BENJAMIN B. CHILDS SR. on behalf of LUBA SNOW (CHILDS, BENJAMIN) (Entered: 02/08/2022)
02/09/2022	48 (5 pgs)	Ex Parte Motion to Exceed Page Limit *of Brief Pursuant to LR 9014(e) and LR 7-4* with Proposed Order Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (BURKE, CHRISTOPHER) (Entered: 02/09/2022)
02/10/2022	49 (2 pgs)	Order Granting Motion to Exceed Page Limit (Related document(s) 48) (arv) (Entered: 02/10/2022)
02/11/2022	50 (4 pgs)	Opposition *to Motion for Relief from the Automatic Stay; Alternatively Motion to Dismiss* with Certificate of Service Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)24 Motion for Relief from Stay filed by Creditor ENRIQUE IVAN VELAZQUEZ-GONZALEZ.) (BURKE, CHRISTOPHER) (Entered: 02/11/2022)
02/11/2022	51 (33 pgs)	Supplemental Brief *to Motion for Contempt for Violation of the Automatic Stay under §362(a) against Creditors, Enrique Ivan Velazquez-Gonzalez, His Counsel, Melvin R. Grimes, Esq., and the Roberts Stoffell Family Law Group [Dkt. #11]* Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)11 Motion for Contempt filed by Debtor LUBA SNOW, Motion for Damages for Creditor Misconduct, Motion for Sanctions for Violation of the Automatic Stay) (BURKE, CHRISTOPHER) (Entered: 02/11/2022)
02/11/2022	52 (6 pgs)	Declaration Of: Luba Snow *in Support of Supplemental Brief to Motion for Contempt for Violation of the Automatic Stay under §362(a) against Creditors, Enrique Ivan Velazquez-Gonzalez, His Counsel, Melvin R. Grimes, Esq., and the Roberts, Stoffell Family Law Group (Dkt.#11)* Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)51 Brief filed by Debtor LUBA SNOW) (BURKE, CHRISTOPHER) (Entered: 02/11/2022)
02/11/2022	53 (3 pgs)	Declaration Of: Philip David Dace *in Support of Supplemental Brief to Motion for Contempt for Violation of the Automatic Stay under §362(a) against Creditors, Enrique Ivan Velazquez-Gonzalez, His Counsel, Melvin R. Grimes, Esq., and the Roberts, Stoffell Family Law Group (Dkt.#11)* Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)51 Brief filed by Debtor LUBA SNOW) (BURKE, CHRISTOPHER) (Entered: 02/11/2022)
02/11/2022	54 (5 pgs)	Declaration Of: Benjamin B. Childs *in Support of Supplemental Brief to Motion for Contempt for Violation of the Automatic Stay under §362(a) against Creditors, Enrique Ivan Velazquez-Gonzalez, His Counsel, Melvin R. Grimes, Esq., and the Roberts, Stoffell Family Law Group (Dkt.#11)* Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)51 Brief filed by Debtor LUBA SNOW) (BURKE, CHRISTOPHER) (Entered: 02/11/2022)
02/11/2022	55 (2 pgs)	Certificate of Service *of Mailing of Supplemental Brief to Motion for Contempt for Violation of the Automatic Stay under §362(a) against Creditors, Enrique Ivan Velazquez-Gonzalez, His Counsel, Melvin R. Grimes, Esq., and the Roberts Stoffell Family Law Group [Dkt. #11* with

		Certificate of Service Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)51 Brief filed by Debtor LUBA SNOW) (BURKE, CHRISTOPHER) (Entered: 02/11/2022)
02/11/2022	56 (2 pgs)	Certificate of Service *of Mailing of Declaration Of: Luba Snow in Support of Supplemental Brief to Motion for Contempt for Violation of the Automatic Stay under §362(a) against Creditors, Enrique Ivan Velazquez-Gonzalez, His Counsel, Melvin R. Grimes, Esq., and the Roberts, Stoffell Family Law Group Dkt.#11* with Certificate of Service Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)52 Declaration filed by Debtor LUBA SNOW) (BURKE, CHRISTOPHER) (Entered: 02/11/2022)
02/11/2022	57 (2 pgs)	Certificate of Service *of Mailing of Declaration Of: Philip David Dace in Support of Supplemental Brief to Motion for Contempt for Violation of the Automatic Stay under §362(a) against Creditors, Enrique Ivan Velazquez-Gonzalez, His Counsel, Melvin R. Grimes, Esq., and the Roberts, Stoffell Family Law Group Dkt.#11* with Certificate of Service Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)53 Declaration filed by Debtor LUBA SNOW) (BURKE, CHRISTOPHER) (Entered: 02/11/2022)
02/11/2022	58 (2 pgs)	Certificate of Service *of Mailing of Declaration Of: Benjamin B. Childs in Support of Supplemental Brief to Motion for Contempt for Violation of the Automatic Stay under §362(a) against Creditors, Enrique Ivan Velazquez-Gonzalez, His Counsel, Melvin R. Grimes, Esq., and the Roberts, Stoffell Family Law Group Dkt.#11* with Certificate of Service Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)54 Declaration filed by Debtor LUBA SNOW) (BURKE, CHRISTOPHER) (Entered: 02/11/2022)
03/02/2022	59 (4 pgs)	Witness List *DEBTORS LIST OF WITNESSES* with Certificate of Service Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (BURKE, CHRISTOPHER) (Entered: 03/02/2022)
03/02/2022	60 (269 pgs; 17 docs)	Exhibit *DEBTORS EXHIBITS* with Certificate of Service Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)28 Scheduling Order (BNC)) (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16) (BURKE, CHRISTOPHER) (Entered: 03/02/2022)
03/02/2022	61 (2 pgs)	Exhibit *List* Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)60 Exhibit filed by Debtor LUBA SNOW) (BURKE, CHRISTOPHER) (Entered: 03/02/2022)
03/04/2022	62 (1 pg)	Notice of Hearing. Hearing scheduled 3/15/2022 at 01:30 PM at NMC Teleconference Line. (Related document(s)24 Motion for Relief from Stay filed by Creditor ENRIQUE IVAN VELAZQUEZ-GONZALEZ) (brr) (Entered: 03/04/2022)
03/06/2022	63 (3 pgs)	BNC Certificate of Notice. (Related document(s)62 Notice of Hearing (BNC-BK and/or ADV only)) No. of Notices: 2. Notice Date 03/06/2022. (Admin.) (Entered: 03/06/2022)

03/07/2022	64 (3 pgs)	Order Granting Motion To Avoid Lien (Related document(s) 40) (arv) (Entered: 03/07/2022)
03/08/2022	65 (3 pgs)	Order Granting Motion To Avoid Lien (Related document(s) 38) (arv) (Entered: 03/08/2022)
03/08/2022	66 (5 pgs; 2 docs)	Notice of Entry of Order *Granting Debtors Motion to Avoid Creditors Wells Fargo Bank N.A. Liens on Exempt property (Debtors) Residence (Dkt.#40)* with Certificate of Service Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)64 Order on Motion to Avoid Lien (All Other)) (Attachments: # 1 Order) (BURKE, CHRISTOPHER) (Entered: 03/08/2022)
03/08/2022	67 (5 pgs; 2 docs)	Notice of Entry of Order *Granting Debtors Motion to Avoid Creditors Dawn M. Lozano Liens on Exempt property (Debtors) Residence (Dkt.#38)* with Certificate of Service Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)65 Order on Motion to Avoid Lien (All Other)) (Attachments: # 1 Order) (BURKE, CHRISTOPHER) (Entered: 03/08/2022)
03/12/2022	68 (18 pgs)	Motion to Compel *MOTIONS 1.TO COMPEL COMPLIANCE WITH SUBPOENA FOR 2004 EXAMINATION; 2.FOR DAMAGES AND/OR SANCTIONS AND 3. FOR ORDER TO SHOW CAUSE AS TO WHY ENRIQUE IVAN VELAZQUEZ- GONZALEZ SHOULD NOT BE HELD IN CONTEMPT FOR WILFUL VIOLATION OF SUBPOENA FOR RULE 2004 EXAMINATION* with Certificate of Service Filed by BENJAMIN B. CHILDS SR. on behalf of LUBA SNOW (CHILDS, BENJAMIN) (Entered: 03/12/2022)
03/12/2022	69 (4 pgs)	Declaration Of: Benjamin B Childs with Certificate of Service Filed by BENJAMIN B. CHILDS SR. on behalf of LUBA SNOW (Related document(s)68 Motion to Compel filed by Debtor LUBA SNOW) (CHILDS, BENJAMIN) (Entered: 03/12/2022)
03/12/2022	70 (218 pgs; 8 docs)	Exhibit with Certificate of Service Filed by BENJAMIN B. CHILDS SR. on behalf of LUBA SNOW (Related document(s)68 Motion to Compel filed by Debtor LUBA SNOW) (Attachments: # 1 Exhibit Exhibit 2 - Email chain to/from Mr. Grimes January 24 through February 4, 2022 # 2 Exhibit Exhibit 1 - Transcript February 4, 2022 2004 examination with exhibits # 3 Exhibit Exhibit 3 - Email to Mr. Grimes February 11, 2022 with court reporter invoice # 4 Exhibit Exhibit 4 - Emails to Mr. Grimes February 24, 2022 and March 7, 2022 [March 7 email attached a copy of this draft motion] # 5 Exhibit Exhibit 5 - Transcript February 11, [redacted] examination with exhibits # 6 Exhibit Exhibit 6 - Transcript of hearing December 22, 2021 in Snow v. Gonzalez Case # D-18-575860-D [divorce case] # 7 Exhibit Exhibit 7 - Declaration of Patricia V. Gallegos dated February 8, 2022, with attached copies of her notary log book) (CHILDS, BENJAMIN) (Entered: 03/12/2022)
03/12/2022	71 (3 pgs)	Notice of Hearing Hearing Date: 04/19/2022 Hearing Time: 2:00 PM with Certificate of Service Filed by BENJAMIN B. CHILDS SR. on behalf of LUBA SNOW (Related document(s)68 Motion to Compel filed by Debtor LUBA SNOW) (CHILDS, BENJAMIN) (Entered: 03/12/2022)

03/12/2022	72 (2 pgs)	Request for Special Notice with Certificate of Service Filed by BENJAMIN B. CHILDS SR. on behalf of PHILIP DACE (CHILDS, BENJAMIN) (Entered: 03/12/2022)
03/14/2022	73	Hearing Scheduled/Rescheduled.Hearing scheduled 4/19/2022 at 02:00 PM at Remote. (Related document(s)68 Motion to Compel filed by Debtor LUBA SNOW) (arv) (Entered: 03/14/2022)
03/22/2022	74	Trustee Certification of Services Rendered Under 11 U.S.C. Section 330(e). I rendered the following service in the case and am eligible for payment under 11 U.S.C. Section 330(e): Filed a Report of No Distribution. I declare under penalty of perjury that the foregoing is true and correct. (Executed on 3/22/2022). (Related document(s) 32 Chapter 7 Trustee's Report of No Distribution.)(KROHN, SHELLEY) (Entered: 03/22/2022)
03/22/2022	75 (2 pgs)	Order Discharging Debtor (BNC) (Admin.) (Entered: 03/22/2022)
03/24/2022	76 (5 pgs)	BNC Certificate of Notice (Related document(s)75 Order Discharging Debtor (BNC)) No. of Notices: 19. Notice Date 03/24/2022. (Admin.) (Entered: 03/24/2022)
04/05/2022	77 (7 pgs; 3 docs)	Ex Parte Application to Employ Eddie Meese as Realtor - *Ex Parte Motion to Approve Application by Debtor to Employ Realtor, Eddie Meese, to Sell Real Property Located at* [redacted] on behalf of LUBA SNOW (Attachments: # 1 Exhibit 'A' # 2 Exhibit 'B')(BURKE, CHRISTOPHER) (Entered: 04/05/2022)
04/05/2022	78 (7 pgs; 2 docs)	Motion to Sell - *Motion to Allow Sale of Real Property (7260 Sunny Countryside Ave., Las Vegas, Nevada)* Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Attachments: # 1 Exhibit 'A')(BURKE, CHRISTOPHER) (Entered: 04/05/2022)
04/05/2022	79 (1 pg)	Motion for Order Shortening Time Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)78 Motion to Sell filed by Debtor LUBA SNOW)(BURKE, CHRISTOPHER) (Entered: 04/05/2022)
04/05/2022	80 (2 pgs)	Declaration Of: Christopher P. Burke, Esq. in Support of Motion for Order Shortening Time Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)78 Motion to Sell filed by Debtor LUBA SNOW, 79 Motion for Order Shortening Time filed by Debtor LUBA SNOW) (BURKE, CHRISTOPHER) (Entered: 04/05/2022)
04/05/2022	81 (1 pg)	Attorney Information Sheet Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)78 Motion to Sell filed by Debtor LUBA SNOW, 79 Motion for Order Shortening Time filed by Debtor LUBA SNOW) (BURKE, CHRISTOPHER) (Entered: 04/05/2022)
04/06/2022	82 (1 pg)	Order Granting Motion for Order Shortening Time (Related document(s) 79). Hearing scheduled 4/13/2022 at 02:30 PM at Remote.

		(Related document(s)78 Motion to Sell filed by Debtor LUBA SNOW.) (arv) (Entered: 04/06/2022)
04/06/2022	83 (2 pgs; [redacted] *Las Vegas, Nevada) [Dkt. #78]* Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)82 Order on Motion for Order Shortening Time) (Attachments: # 1 Order Shortening Time) (BURKE, CHRISTOPHER) (Entered: 04/06/2022)	Notice of Entry of Order *Shortening Time in regards to Motion to Allow*
04/06/2022	84 (1 pg)	Notice of Hearing *on Motion to Allow Sale of Real Property (7260* [redacted] *Las Vegas, Nevada)* Hearing Date: 4/13/2022 Hearing Time: 2:30 p.m. Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)78 Motion to Sell filed by Debtor LUBA SNOW) (BURKE, CHRISTOPHER) (Entered: 04/06/2022)
04/06/2022	85 (4 pgs)	Certificate of Service with Certificate of Service Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)78 Motion to Sell filed by Debtor LUBA SNOW, 82 Order on Motion for Order Shortening Time, 83 Notice of Entry of Order filed by Debtor LUBA SNOW, 84 Notice of Hearing filed by Debtor LUBA SNOW) (BURKE, CHRISTOPHER) (Entered: 04/06/2022)
04/13/2022	86 (2 pgs)	Order Granting Application to Employ (Related document(s) 77) (mar) (Entered: 04/13/2022)
04/15/2022	87 (121 pgs; 2 docs)	(STRICKEN) Document *Transcript of March 4, 2022 Hearing* with Certificate of Service Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Attachments: # 1 Transcript of March 4, 2022 Hearing) (BURKE, CHRISTOPHER) Modified on 4/21/2022 to reflect stricken per order #95 (Carruth, NP). (Entered: 04/15/2022)
04/15/2022	88 (25 pgs)	Brief *Post Trial Brief* with Certificate of Service Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (BURKE, CHRISTOPHER) (Entered: 04/15/2022)
04/18/2022	89 (3 pgs)	Order Granting Motion To Sell (Related document(s) 78) (arv) (Entered: 04/18/2022)
04/19/2022	90 (3 pgs)	Declaration Of: Benjamin B. Childs with Certificate of Service Filed by BENJAMIN B. CHILDS SR. on behalf of LUBA SNOW (Related document(s)68 Motion to Compel filed by Debtor LUBA SNOW) (CHILDS, BENJAMIN) (Entered: 04/19/2022)
04/20/2022	91 (2 pgs)	Order Granting In Part And Denying In Part Motion For Relief From Automatic Stay; Alternatively Motion To Dismiss (ECF No.24) (Related document(s) 24) (arv) (Entered: 04/20/2022)
04/20/2022	92 (5 pgs)	Order Imposing Sanctions (Related document(s) 68) (arv) (Entered: 04/20/2022)

04/20/2022	93 (2 pgs)	Notice of Entry of Order with Certificate of Service Filed by BENJAMIN B. CHILDS SR. on behalf of LUBA SNOW (Related document(s)92 Order on Motion to Compel) (CHILDS, BENJAMIN) (Entered: 04/20/2022)
04/20/2022	94 (7 pgs)	Amended Notice of Entry of Order with Certificate of Service Filed by BENJAMIN B. CHILDS SR. on behalf of LUBA SNOW (Related document(s)92 Order on Motion to Compel) (CHILDS, BENJAMIN) (Entered: 04/20/2022)
04/21/2022	95 (1 pg)	Order Striking Transcript (Related document(s)87 Document filed by Debtor LUBA SNOW.) (arv) (Entered: 04/21/2022)
09/15/2022	96 (1 pg)	Final Decree Discharge of Trustee and Closing of Chapter 7 Case (arv) (Entered: 09/15/2022)
09/22/2022	97 (1 pg)	Order to Reopen Bankruptcy Case. Case was closed prematurely. (arv) (Entered: 09/22/2022)
09/24/2022	98 (3 pgs)	BNC Certificate of Notice - pdf - Order to Reopen Bankruptcy Case (Related document(s)97 Order to Reopen Bankruptcy Case) No. of Notices: 1. Notice Date 09/24/2022. (Admin.) (Entered: 09/24/2022)
09/26/2022	99 (21 pgs)	Findings of Fact and Conclusions of Law (Related document(s)11 Motion for Contempt filed by Debtor LUBA SNOW, Motion for Damages for Creditor Misconduct, Motion for Sanctions for Violation of the Automatic Stay.) (arv) (Entered: 09/26/2022)
09/26/2022	100 (2 pgs)	Order Regarding Motion For Contempt For Violation Of The Automatic Stay Under Section 362(A) And Damages Against Creditor, Enrique Ivan Velazquez-Gonzalez, His Counsel, Melvin R. Grimes, Esq. And Law Firm, Roberts Stoffel Family Law Group [Ecf No. 11] (Related document(s)11 Motion for Contempt filed by Debtor LUBA SNOW, Motion for Damages for Creditor Misconduct, Motion for Sanctions for Violation of the Automatic Stay.) (arv) (Entered: 09/26/2022)
10/10/2022	101 (44 pgs; 4 docs)	Supplemental Brief *on Damages* with Certificate of Service Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)100 Order) (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C) (BURKE, CHRISTOPHER) (Entered: 10/10/2022)
11/01/2022	102 (4 pgs)	Third Party Application *to Extend Time to File a Response to Petitioners Supplemental Brief on Damages* with Certificate of Service Filed by MELVIN GRIMES on behalf of ENRIQUE IVAN VELAZQUEZ-GONZALEZ (GRIMES, MELVIN) (Entered: 11/01/2022)
11/02/2022	103 (3 pgs)	Opposition *to Motion To Extend Time to File a Response to Petitioners Supplemental Brief on Damages (Dkt#102)* with Certificate of Service Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)102 Miscellaneous Application filed by Creditor ENRIQUE IVAN VELAZQUEZ-GONZALEZ.) (BURKE, CHRISTOPHER) (Entered: 11/02/2022)
11/04/2022	104	Text Only Entry (Deficiency) PDF is an incorrect image per the event selected, which is not contained in the title. (Related document(s)102

		Miscellaneous Application filed by Creditor ENRIQUE IVAN VELAZQUEZ-GONZALEZ) (arv) (Entered: 11/04/2022)
01/12/2023	105 (10 pgs)	Supplement *SUPPLEMENTAL REQUEST PURSUANT TO RULE 9006(b) AND LIMITED RESPONSE TO DEBTORS SUPPLEMENTAL BRIEF REGARDING DAMAGE* with Certificate of Service Filed by JOSEPH P. GARIN on behalf of Roberts Stoffel Law Group, MELVIN R. GRIMES (Related document(s)101 Brief filed by Debtor LUBA SNOW) (GARIN, JOSEPH) Modified on 1/13/2023 for correct party filers; to relate to #101 (Youngblood, CL). (Entered: 01/12/2023)
01/17/2023	106 (4 pgs)	Opposition *to Roberts Stoffel Law Group and Melvin R. Grimes, Esq., Supplemental Request Pursuant to Rule 9006(b) and Limited Response to Debtors Supplemental Brief Regarding Damages (Dkt#105)* with Certificate of Service Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)105 Supplement filed by Attorney Roberts Stoffel Law Group, Creditor MELVIN R. GRIMES.) (BURKE, CHRISTOPHER) (Entered: 01/17/2023)
01/17/2023	107 (6 pgs)	Application for Compensation *Supplemental Fee Application to Supplemental Brief on Damages (Dkt#101)* for CHRISTOPHER PATRICK BURKE, Fees: $3,451, Expenses: $. with Certificate of Service Filed by CHRISTOPHER PATRICK BURKE (BURKE, CHRISTOPHER) (Entered: 01/17/2023)
01/18/2023	108	Text Only Entry (Deficiency) PDF is an incorrect image per the event selected, which is not contained in the title. (Related document(s)107 Application for Compensation filed by Debtor LUBA SNOW) (arv) (Entered: 01/18/2023)
01/18/2023	109 (6 pgs)	Supplement *Amended Supplemental Fee Application to Supplemental Brief on Damages (Dkt#101)* with Certificate of Service Filed by CHRISTOPHER PATRICK BURKE on behalf of LUBA SNOW (Related document(s)101 Brief filed by Debtor LUBA SNOW) (BURKE, CHRISTOPHER) (Entered: 01/18/2023)
02/06/2023	110 (3 pgs)	Voluntary Joinder with Certificate of Service Filed by MELVIN GRIMES on behalf of ENRIQUE IVAN VELAZQUEZ-GONZALEZ (GRIMES, MELVIN) (Entered: 02/06/2023)
02/07/2023	111 (1 pg)	Notice of Docketing Error (Related document(s)110 Joinder filed by Creditor ENRIQUE IVAN VELAZQUEZ-GONZALEZ) (arv) (Entered: 02/07/2023)
02/09/2023	112 (3 pgs)	BNC Certificate of Notice. (Related document(s)111 Notice of Docketing Error) No. of Notices: 1. Notice Date 02/09/2023. (Admin.) (Entered: 02/09/2023)
04/04/2023	113 (10 pgs)	Order Awarding Damages Regarding Motion For Contempt For Violation Of The Automatic Stay Under § 362(A) And Damages Against Creditor, Enrique Ivan Velazquez-Gonzalez, His Counsel, Melvin R. Grimes, Esq. And Law Firm, Roberts Stoffel, Family Law Group [Ecf No. 11]1(Related document(s)11 Motion for Contempt filed by Debtor LUBA SNOW, Motion for Damages for Creditor Misconduct, Motion for Sanctions for Violation of the Automatic Stay.) (arv) (Entered: 04/04/2023)

04/04/2023	114 (10 pgs)	Clerk Forwarded Document to BNC for Noticing. (Related document(s)113 Order) (arv) (Entered: 04/04/2023)
04/06/2023	115 (12 pgs)	BNC Certificate of Notice - pdf (Related document(s)114 Document Forwarded to BNC for Noticing (BNC)) No. of Notices: 4. Notice Date 04/06/2023. (Admin.) (Entered: 04/06/2023)
06/08/2023	116 (2 pgs)	Notice *of SATISFACTION OF JUDGMENT* with Certificate of Service Filed by BENJAMIN B. CHILDS SR. on behalf of BENJAMIN BOONE CHILDS (Related document(s)113 Order) (CHILDS, BENJAMIN) (Entered: 06/08/2023)
11/14/2024	117	Bankruptcy Case Closed (arv) (Entered: 11/14/2024)

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Transaction Receipt

09/15/2025 08:44:25

PACER Login:	angochoa	**Client Code:**	
Description:	Docket Report	**Search Criteria:**	21-15676-nmc Fil or Ent: filed Doc From: 0 Doc To: 99999999 Term: included Format: html Page counts for documents: included
Billable Pages:	11	**Cost:**	1.10

EXHIBIT 5

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01/02/2025 1:34 PM
CLERK OF THE COURT

FFCL

DISTRICT COURT
CLARK COUNTY, NEVADA

LUBA GONZALEZ, N/K/A LUBA SNOW, Plaintiff, VS. ENRIQUE IVAN VELAZQUEZ-GONZALEZ, Defendant.	Case No: D-18-575860-D Dept. No: X DATES OF TRIAL: 03/19/2024 10/15/2024

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDERS (POST-JUDGMENT)

THIS MATTER came before this Court on March 19, 2024 and October 15, 2024 for two (2) full days non-jury bench trial on the above-captioned post-judgment divorce proceeding.

Plaintiff Luba (Luba) Gonzalez, n/k/a Luba Snow, was present and represented by her attorney Alex Ghibaudo, ALEX GHIBAUDO, PC. Defendant Enrique (Enrique) Ivan Velazquez-Gonzalez was present and represented by his attorney, Melvin Grimes, ROBERTS STOFFEL FAMILY LAW GROUP.

This is a post-judgment divorce proceeding involving one (1) minor child: [redacted] Gonzalez, born [redacted] (current age 8 years).

Having reviewed the papers and pleadings on file herein and, after considering and weighing the credibility of the witnesses and exhibits admitted into evidence, this Court issues its *Findings of Fact, Conclusions of Law, and Orders (Post-Judgment)*.

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RELEVANT PROCEDURAL HISTORY

Since Luba filed her Complaint for Divorce on August 20, 2018, this case has been in near constant litigation. The parties currently share JOINT LEGAL CUSTODY and JOINT PHYSICAL CUSTODY on a week on/ week off timeshare with custodial exchanges occurring Wednesdays at 9:00 AM.[1] The parties stipulated for Luba to have Zoom video calls with the child during Enrique's custody time, including holiday and vacation, each Monday and Friday at 7:15 PM.[2]

The parties further stipulated to each party having up to seven (7) days of specified vacation with the child per year with no less than thirty (30) days advance written notice.[3] The parties stipulated the traveling parent would provide a written itinerary for travel with the child outside of Nevada no later than fourteen (14) days prior to the trip.[4] The parties also stipulated the travel itinerary was to state all flights the child would take, the address where the child would stay each night of the trip, including hotel name if applicable, and emergency phone number for the child.[5] In the event border crossings (for travel between the United States and Mexico) would take place on foot, the parties stipulated the itinerary would include the dates of the border

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[1] See Stipulated Decree of Divorce at Exhibit 1, pp.8-9, Articles 9.1, 9.2, and 9.3 (Marital Settlement Agreement) (filed December 8, 2021).

[2] Id. at p.13, Article 9.6.

[3] Id. at p. 12, Article 9.5.

[4] Id. at pp. 12-13, Article 9.5.1.

[5] Id.

crossings.[6] The parties further stipulated that, when travelling by air with the child, the parties would provide each other with "complete itineraries to include dates of travel, passengers on the reservation, and airline and flight details."[7] The parties stipulated to provide the other parent with the address they would be staying as soon as it was known.[8] Last, all communication between the parents was via the Talking Parents communication application absent an emergency.[9]

Instant Proceedings

On March 20, 2023, Enrique filed Defendant's Emergency Motion for Return of the Child, for an Order to Show Cause and for a Referral to the District Attorney for Criminal Charges alleging Luba violated the December 8, 2021 Stipulated Decree by refusing to exchange the child to him on March 15, 2023 for his scheduled vacation to Mexico and changing the March 21, 2023 dental appointment without consulting him. On March 20, 2021, an Order to Show Cause issued against Luba for the alleged violations. On March 30, 2023, Luba filed an Opposition and Countermotion. On April 27, 2023, Luba separately filed a Motion for an Order to Show Cause in which she alleged one-hundred and ten (110) alleged violations to include alleged communication and travel orders violations, request to change the child's surname, request to change the child's school and request for award for attorney fees. On May 5, 2023,

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[6] Id.

[7] See Stipulation and Order, Exhibit 1, Memorandum of Understanding at p.1, ll.12 (filed July 26, 2022).

[8] Id. at p.1, ll.16.

[9] Id. at p.1, ll.17

Enrique filed an Opposition and Countermotion for Modification of Custody Awarding Defendant Primary Physical and Sole Legal Custody, Sole Possession of the Child's Passport, et al. In support of his request to modify custody, Enrique included allegations Luba consistently made doctor and dental appointments without his permission, sent her husband to the child's medical/dental appointments and wrongfully detained the child in violation of NRS 125C.0035(7) on March 15, 2023, the date of Enrique's scheduled vacation to Mexico.

On May 24, 2023, Enrique filed Defendant's Emergency Motion to Enforce seeking enforcement of his Father's Day, 2023 visitation. On May 31, 2023, Luba filed an Opposition and Countermotion for an Order to Show Cause.

At the April 6, 2023 hearing on Enrique's March 20, 2023 Emergency Motion for Return of Child, et al., the Court deferred the issue of custody modification and set evidentiary hearing on the Order to Show Cause against Luba.[10] In the June 13, 2023 Order Re: All Pending Motions, the Court issued a written order related to all other pending matters. Specifically, the Court denied each of Luba's one-hundred and ten (110) requests for indirect contempt, denied Luba's requests for surname and school modification and for award for attorney fees.[11] The Court found Enrique established a *prima facie* basis to modify child custody pursuant to Myers v. Haskins[12] based, in part, on Luba withholding the child for the March 15, 2023 vacation.[13]

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[10] See Order from April 6, 2023 hearing at p.2-3, ll.17-4 (filed June 6, 2023).

[11] See Order Re: All Pending Motions at pp.22, ll.6-7 (filed June 13, 2023).

[12] 138 Nev. 553, 513 P.3d 527 (Ct. App. 2022).

[13] See Order Re: All Pending Motions at pp.18, ll.12-20 (filed June 13, 2023).

On June 9, 2023, Luba filed an Emergency Motion for Reconsideration followed, on July 5, 2023, Luba filed a Motion to Reconsider [the] Court's June 21, 2023 Order Granting Defendant an Evidentiary Hearing, et al. On July 21, 2023, Enrique filed an Opposition and Countermotion. On September 11, 2023, the Court filed an order denying Luba's July 5, 2023 motion and awarding Enrique attorney fees.[14]

Enrique's Request for NRS 125C.0035(7) Finding

Following close of the Day One March 19, 2024 Non-Jury Trial on Enrique's request to modify physical custody and an Order to Show Cause against Luba, the Court made a preliminary finding the NRS 125C.0035(7) rebuttable presumption was triggered following Enrique's oral motion for the same.[15] The Court found Enrique met the relevant factors in NRS 125C.0035(7) regarding an act of withholding or abduction demonstrating by clear and convincing evidence Luba willfully detained the minor child on March 15, 2023.[16] The Court

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[14] See Order Denying Plaintiff's July 5, 2023 Motion for Reconsideration et al at p.8, ll.8-22 (filed September 11, 2023).

[15] See Order after Hearing from March 19, 2024 at p.2, ll.4-10 (filed August 8, 2024). The Court NOTES the Order inaccurately refers to NRS 125C.0035(7) as "NRS 125(c)(7)" at p.2, ll.6.

[16] See March 19, 2024 Hearing Video Time Cite at 3:13:06 – 3:14:13. Specifically, NRS 125C.0035(7) provides as follows:

> "A determination by the court after an evidentiary hearing and finding by clear and convincing evidence that either parent or any other person seeking physical custody has committed any act of abduction against the child or any other child creates a rebuttable presumption that sole or joint physical custody or unsupervised visitation of the child by the perpetrator of the abduction is not in the best interest of the child. If the parent or other person seeking physical custody does not rebut the presumption, the court shall not enter an order for sole or joint physical custody or unsupervised visitation of the child by the perpetrator and the court shall set forth:

defined abduction pursuant to NRS 200.359(1).[17] The Court FOUND the Decree clearly identified the vacation timeshare and itinerary provisions, the ordered visitation on March 15, 2023, and that Luba conceded in her testimony she did not turn the child over to Enrique.[18] The Court reminded the parties it ultimately had to make findings on all of the best interest factors and stated it would receive all evidence as to whether Luba was able to rebut the presumption upon full receipt of evidence.[19]

FINDINGS OF FACT

The Court cites only to those portions of the testimony that are relevant and necessary to its findings and ultimate conclusions of law. Specifically, the testimony included in the Findings

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(a) Findings of fact that support the determination that one or more acts of abduction occurred; and

(b) Findings that the custody or visitation arrangement ordered by the court adequately protects the child and the parent or other person from whom the child was abducted."

[17] Id. at 3:14:14 – 3:15:26. NRS 200.359(1) provides as follows:

"Detention, concealment or removal of child from person having lawful custody or from jurisdiction of court and relocation of child by parent without written consent of other parent or court permission: Penalties; limitation on issuance of arrest warrant; restitution; exceptions.

1. A person having a limited right of custody to a child by operation of law or pursuant to an order, judgment or decree of any court, including a judgment or decree which grants another person rights to custody or visitation of the child, or any parent having no right of custody to the child, who:

(a) In violation of an order, judgment or decree of any court willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child . . ."

[18] Id. at 3:15:27 – 3:15:41.

[19] Id. at 3:19:54-3:20:48.

of Fact is not mere transcription of testimony offered during trial but only that testimony relevant to this Court's findings and orders.

> "Findings of fact constitute "the ultimate judgment on a mass of details" and are more than a mere recitation of evidence presented. Baumgartner v. United States, 322 U.S. 665, 670 (1944); *see also United States v. Adams*, 73 U.S. 101, 102 (1867)(noting lower courts are bound to make "a finding of the ultimate facts or propositions which the evidence shall establish . . . and not the evidence on which these ultimate facts are founded). On appellate review, [the appellate court] must interpret all statements contained in a district court's "Findings of Fact" as the ultimate truth of the case. *See Finding of Fact, Black's Legal Dictionary* (10th ed. 2014)(defined as "[a] determination by a judge"); *Determination, Black's Legal Dictionary* (defined as "a final decision by a court").[20]

JURISDICTION

The Court FINDS both parties and the minor child reside in Las Vegas, Nevada and no other state has taken jurisdiction over the parties or minor child in this case. Therefore, this Court has the required subject matter and personal jurisdiction as well as continuing and exclusive child custody jurisdiction to resolve the issues before it.

TESTIMONY

The following parties offered testimony:

Enrique Velasquez-Gonzalez, Defendant

Emma Muth, witness for Defendant

Gina Thornton, witness for Defendant

Luba Gonzalez n/k/a Luba Snow, Plaintiff

Benjamin Childs, witness for Plaintiff

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[20] Franklin v. Franklin, ___ Nev. Adv. Op. ___, *p.17, ___ P.3d ___, ___ (December 4, 2023)(Dissenting, Bell, J.).

HOUSEKEEPING

The parties each waived opening statements. The parties stipulated to the admission of Plaintiff's exhibits 1, 2, 3, 4, and 5; and Defendant's exhibits A, B, C, D, and E.

TESTIMONY

Benjamin (Ben) Childs

Ben was Luba's former attorney in this case for an eighteen (18) month period of time that encompassed the dispute over Enrique's March 15, 2023 vacation to Nueva Leon, Mexico for the purpose of visiting his family with the parties' child.[21] Ben testified Luba was concerned about Enrique taking the child to Mexico because she felt she did not have sufficient assurances the child would be safe. Specifically, Luba was concerned about crime in Tijuana after Enrique provided his itinerary showing he would enter Mexico through Tijuana using a CBX [walking] border crossing pass. Ben testified Luba wanted Enrique to provide her with round-trip CBX tickets, allow her daily video calls with the child using the Talking Parents communications application and for an agreement Enrique would not travel outside of Nueva Leon with the child.

Ben testified he and Enrique's counsel, Melvin Grimes, had a telephone conference with the Court on March 15, 2023, the day travel was scheduled, in an effort to resolve the dispute between Luba and Enrique over the vacation. Ben testified the Court did not issue any orders during the teleconference but he and attorney Grimes exchanged emails immediately afterward attempting to negotiate final terms for Luba to release the child to Enrique for the vacation. Ben testified he shared the attorney emails with Luba, who was with him in his office during the teleconference.

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[21] Prior to Ben beginning his testimony, Luba confirmed she affirmatively waived her attorney-client privilege.

Ben testified that, at the time scheduled for the child exchange, Enrique had neither provided Luba with round-trip CBX tickets nor downloaded the Talking Parents video communication application. Ben testified it was his opinion Luba could have reached the conclusion she did not have to exchange the child unless Enrique met all of the agreements made in the attorney's subsequent emails. Ben also testified he told Luba it was totally up to her whether to turn the child over to Enrique for the exchange once Enrique did not provide the CBX tickets to her. Ben denied telling Luba to violate a court order repeatedly stating he told Luba it was her decision. Ben agreed no orders issued as a result of his and attorney Grimes' March 15, 2023 teleconference with the Court. Ben testified the parties were and are expected to follow the orders of the Court.

Credibility: The Court FINDS attorney Child's testimony *generally* credible as to some facts and circumstances. The Court does NOT find credible Child's testimony related to information and/or advice he provided to Luba following the March 15, 2023 teleconference with the Court.

Emma (Emma) Muth

Emma is the child's first (1st) and second (2nd) grade teacher at [redacted] School (ES).[22] Emma testified she met both Luba and Enrique at parent teacher conferences and communicates with both through Class Dojo, the online parent-teacher communication application. Emma testified she observed the child has a good relationship with both parents.

Emma testified her primary concern is the child's [redacted] attachment to Jennifer, Enrique's wife and the child's stepmother, who is a reading strategist at Bryan ES. Emma

[22] The Court NOTES that, at the time Emma testified on March 19, 2024, [redacted] had nearly completed second grade.

testified the child is particularly attached to Jennifer and finds ways to interact with Jennifer during the school day during Luba's ordered timeshare. For example, Emma specified the child would try to find ways to see or eat lunch with Jennifer.

Emma also testified she noticed two specific small issues related to the child's grooming during Luba's custodial timeshare: 1) the child had a spot of dry skin on her chin a few months earlier rectified by Emma giving the child some lotion to put on it; and 2) the child had mismatched clothes. Specifically, Emma testified the child wore a Halloween-themed shirt around Valentine's Day in 2024 with leggings that did not match. Emma testified she did not bring this issue to the attention of either parent or CPS. Rather, Emma testified she discussed this with Jennifer, the child's step-mother.

Emma testified she and Jennifer have a collegial relationship, attending weekly staff meetings and a lunch at a staff development day the prior year. Emma confirmed that, although she was subpoenaed to testify, when Jennifer asked her if she would be willing to testify in this matter, Emma voluntarily agreed. Emma testified the subpoena was necessary so she could get the time off work to testify.

Credibility:

The Court FINDS Emma generally showed bias toward and in favor of Enrique due to her relationship with her co-worker, Jennifer, Enrique's wife. Notwithstanding this issue, the Court FINDS credible Emma's testimony Jennifer and the child are strongly attached and that the child has, on two occasions, presented at school with dry skin and mismatched clothing.

Gina (Gina) Thornton

Gina is the school counselor at the child's school, Bryan ES. Gina testified she has known the child since the [redacted] school year. Gina testified to her opinion the child is happy

while at school.

Gina testified she was present at the school for an October 2023 Halloween parade when Luba walked with the children, school faculty and staff in the parade while videotaping the child, Jennifer and Gina, who were all walking together. Gina testified Luba videotaping them made Jennifer and her very uncomfortable because Luba's videotaping was excessive and, in her opinion, for the purpose of harassing Jennifer. Gina testified she believed Luba inserting herself in the parade made the child sad because the child wanted to be with Jennifer, but was compelled to be with Luba. Gina testified she believed Luba's behavior caused the child to be unable to enjoy herself because she was torn between Jennifer and Luba. Gina testified she had no other incidents about which to testify.

Gina testified she has known Jennifer as long as Jennifer has worked at [redacted] ES or for a period of seven (7) or eight (8) years. Gina testified she and Jennifer are friends outside of work. Gina testified that she agreed to testify about what she witnessed at the parade when Jennifer asked, although she was present subject to a subpoena.

Credibility:

As with witness Emma Muth, the Court FINDS Gina showed general bias toward and in favor of Enrique due to her relationship with her co-worker, Jennifer, Enrique's wife. However, the Court FINDS credible Gina's testimony Luba has caused the child distress as a consequence of her behavior at the school credible.

Luba (Luba) Gonzalez N/K/A Luba Snow

Luba is [redacted] mother, and Enrique's ex-wife. Luba's current husband is Phil. Luba is also the step-mother to Phil's daughter, [redacted] Luba testified [redacted] and [redacted] were born five (5) weeks apart, have grown up together, and are closely bonded. Luba testified [redacted]

and [redacted] are on the same visitation schedule, share a bedroom, and are in the same grade, though they attend different schools. Luba testified she and Phil were investigated by Child Protective Services (CPS) for abuse in the past because [redacted] mother, Robin, made a false complaint. Luba testified Robin apologized since then, and they are all part of a big family now.

Luba testified Enrique has asked her to have the child stop calling Phil "Dad". Luba testified she refused the request on the basis she believes it is up to the child what to call Phil.

[redacted]

been damaged. Luba testified she reached out to [redacted] teacher on Class Dojo many times to ask what she can do better so she can fix it. Luba testified she did not receive a 2024 Mother's Day school project the child made for her or the child's report cards because, according to the child, Jennifer took them out of the child's backpack. When Luba raised these issues with Enrique, Luba testified he called her a liar and told her to look for the report card on the online portal. Luba testified she learned after the fact Jennifer took the child out of her regular classes for Bring Your Child to Work Day. When Luba raised this issue with Enrique, Luba testified he told her the child previously told her Bring Your Child to Work Day. Luba testified the child did not talk to her about Bring Your Child to Work Day and, even if she had, it was not the child's place to discuss adult matters with her or pass this kind of information back and forth.

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[23] The school selection issue and order for the child to remain at Bryan ES followed an evidentiary hearing on a school selection motion wherein the former judicial department, Department P, granted Enrique's request for the child to remain at Bryan ES. See Order [after Evidentiary Hearing of December 7, 2021] (filed February 8, 2022).

Luba testified she provided the child with a cell phone and told Enrique he could contact the child on it anytime, but Enrique declined communication outside of the court orders. Luba testified she knows Enrique does not use the phone because she keeps the phone for the child and [redacted] use. Luba testified a Court order provided for specified electronic communication twice weekly but, because she missed the child, Luba demanded daily video phone calls with the child while on vacation and in exchange for allowing the child to go on the planned vacation to Mexico in March 2023. Luba testified Enrique agreed to her having daily video calls with the child using the Talking Parents application while they were in Mexico but he never downloaded the video function on the app.[24] Luba testified Enrique's mother, stepfather, and half-siblings live in Mexico, and while it was not her intent to stop the child from going on vacation with Enrique to visit his family on March 15, 2023, she did not release the child to Enrique for the vacation because he could not sufficiently assure her the child would be safe in Mexico.

Luba testified she offered Enrique compensatory visitation days after he returned from Mexico on March 20, 2023, but Enrique did not accept all of the dates she offered. Luba conceded she did not agree to Enrique's counter that she give him Father's Day weekend because she had plans to be on vacation in Cancun, Mexico with the child and her family that weekend. Luba testified Enrique declined all compensatory visitation as a result of her refusal to give him Father's Day weekend, a weekend he was otherwise entitled to by court order.

Related to best interest factors set forth at NRS 125C.0035(4), Luba testified as follows:

Level of Conflict between the Parents

Luba testified that, if she asks for information about the child, Enrique calls her a liar,

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[24] See Plaintiff's Exhibit 4, p.LS0179.

crazy, unstable, says she enjoys drama, and is going to hurt people. Luba testified Enrique accuses her of trying to get Jennifer fired. Luba testified Enrique also accuses her of holding the child hostage at the school gates in the morning. Luba testified that, on the days she drops the child off for school, the child chooses to stay with her at the gates rather than play with her friends before the bell rings.

Luba testified the reason she is so cautious about the child's whereabouts is due to Enrique withholding the child from her for three (3) days in 2021 after he filed an emergency motion alleging she abused and neglected the child. Luba testified this incident traumatized her and she feels like the child will always be taken from her. Luba testified Enrique will not have anything to do with her or agree to anything.

Ability of the Parents to Cooperate to Meet the Child's Needs

Luba testified she believes she is a good co-parent. Luba testified she and Enrique attend parent-teacher child conferences separately. Luba conceded she met with the school principal regarding counseling for the child without notifying Enrique. Luba testified she asked Enrique to agree to the child enrolling in online counseling through the school to help the child with her discomfort with Luba and Jennifer being in the school at the same time. Luba testified Enrique refused because he was concerned the child would not be able to share her true and honest feelings with a counselor in a telemedicine setting. Luba testified she enrolled the child in online counseling over Enrique's objection because she has an order that allows her to do so even if Enrique refuses.[25]

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[25] The Court NOTES Luba's testimony in this regard comports with the parties' Marital Settlement Agreement.

Luba testified she makes all of the child's medical and dental appointments on her custodial days, invites Enrique to attend, and gives him all of the paperwork and information she receives. Luba testified that she does not believe it is a unilateral decision for her to schedule a doctor appointment for the child and place it on the Talking Parents calendar without consulting Enrique beforehand.

Luba testified Enrique reciprocates similar information, although he does attend medical or dental appointments. Luba testified she took the child to an allergist following the March 19, 2024 trial date pursuant to Enrique's complaints the child had undiagnosed allergies. Luba testified Enrique did not attend the appointment. Luba testified the allergy test results showed the child is allergic to cats and has seasonal allergies to grass. Luba testified she gave Enrique, who has a cat, the information and he called her a liar. Luba testified she provided Enrique with all of the medical information, including a password to get the test results, and his own prescription nasal spray for the child to use solely at his home. Luba testified the child no longer has allergy issues.

Luba testified she has never prohibited Enrique from taking the child anywhere. However, Luba conceded she refused to exchange the child on March 15, 2023 for Enrique's vacation to Nueva Leon, Mexico to visit his family.

Luba testified she believes she is allowed to implement safety standards in her parenting relationship with Enrique, and Enrique is permitted to do the same. If she thinks Enrique is doing something that puts the child in danger, Luba testified she feels the parents have a duty to discuss it with each other. Luba testified she discussed her concerns about media reports of a gang-related shooting at the Tijuana border in 2023 with Enrique prior to his March 15, 2023 vacation to Mexico. Luba testified she gave Enrique the condition she would not turn the child

over unless she got daily video calls with the child on the Talking Parents application. Luba conceded this condition was not part of existing court orders. Luba further conceded she gave Enrique the additional condition she would not turn the child's passport over until she received airline confirmation codes with the child's name.

Luba testified that, after she discussed her concerns with Enrique related to him using the CBX border crossing for the March 15, 2023 trip to Mexico with the child, Luba nonetheless withheld the child from Enrique on March 15, 2023. Luba testified she withheld the child for the child's safety because she did not want Enrique "driving" through the Tijuana border with gangs shooting.[26]

Mental and Physical Health of the Parents

Luba testified she has been diagnosed with anxiety. Luba testified she saw a physician and counselor around 2020, took medication, and went to counseling for two (2) years. Luba testified she now has tools to help her make better decisions.

Physical and Emotional Needs of the Child

Luba testified she makes and attends all of the child's medical and dental appointments without Enrique because Enrique chooses not to participate. Luba testified she provides health insurance through her husband, Phil's, employment, and provided all of the insurance information to Enrique. However, Luba testified she refused to provide Phil's social security number as part of the insurance information despite Enrique's request. Luba testified she and Phil did not provide Phil's social security number to Enrique because neither she or Phil are required to provide it to any medical provider as a condition to using the insurance coverage.

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[26] See October 15, 2024 Video Time Cite at 1:46:37 – 1:46:56.

Luba testified she enrolled the child in online counseling through school to help the child deal with the anxiety the child has due to Luba and Jennifer being at school together at the same time. Luba testified she asked Enrique about the online counseling and his only objection was to Zoom counseling because he did not believe the child would have privacy to express her true feelings in a telemedicine setting. Luba testified she nonetheless enrolled the child in online counseling because she has the right to enroll the child in counseling pursuant to the court orders and it was in the child's best interest. Luba also testified she met with the child's principal to discuss counseling without first consulting Enrique.

Failure to Exchange Child on March 15, 2023

Luba testified that, on January 13, 2023, Enrique sent her a Talking Parents message giving her notice of his intent to take the child on vacation to Nueva Leon, Mexico on March 15, 2023. Luba testified Enrique asked her to exchange the child's passport at school. Luba testified she refused to exchange the passport until Enrique gave her the child's flight confirmation codes. Luba testified Enrique provided her with the flight number, which is required information to be exchanged by the Decree. However, Luba testified Enrique did not provide her with a ticket showing the child's name on it.

Luba testified her next concern about Enrique's travel were related to him crossing the border using a CBX [walking] border crossing ticket as she did not know what CBX was at the time. Luba testified she learned about a gang-related shooting at the Tijuana border in the media. Luba testified she was also concerned about the child traveling to Mexico because Nueva Leon borders a more dangerous state, Enrique allegedly told her he was nearly kidnapped from his parent's home when it was robbed and she did not want Enrique "driving" through the Tijuana

border with gangs shooting.[27] Luba testified she was fine with Enrique crossing at CBX after she "Googled" to learn it went straight through into the Tijuana airport, which made her feel much safer. Luba testified she agreed to release the child to Enrique for the vacation if he would provide her with round-trip CBX tickets and daily video calls with the child using the Talking Parents application. Luba testified there was a teleconference call between her former attorney, Ben Childs, and Enrique's attorney, Melvin Grimes, with the Court at approximately 8:00 AM on March 15, 2023, the date of Enrique's scheduled travel. Luba testified she was scheduled to exchange the child on March 15, 2023 at 9:00 AM at the Chevron station for the vacation. Luba testified she was not present for the conference call but saw Ben Child's emails with attorney Grimes following the call. Luba testified it was her understanding the emails between Ben Childs and Melvin Grimes were the agreements she had to follow in order to exchange the child for the vacation.

Luba testified she told Enrique she would bring the child when Enrique sent her the CBX tickets. Luba testified Enrique sent her a message replying only: "Bye". Luba testified she was still in attorney Child's office when she decided to withhold the child from Enrique.[28] Luba further testified attorney Childs told her she did not have to turn the child over to Enrique. Luba testified to her opinion attorney Childs lied in his testimony when he testified he told Luba the Court did not issue new orders at the March 15, 2023 telephone conference and when he testified

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[27] See October 15, 2024 Video Time Cite at 1:46:37 – 1:46:56.

[28] This testimony controverts Luba's earlier testimony she was *not* at attorney Child's office during the March 15, 2023 teleconference with the Court.

she was expected to follow the orders.[29]

Luba testified she did not violate the order by refusing to turn over the child to Enrique because Enrique did not give her the CBX tickets or turn on his Talking Parents video application. Later, Luba testified that, if she had it to do all over again, she would not withhold the child and would follow the court orders as she has done since the March 15, 2023 incident. Luba also repeatedly testified it was not her intent to have the child miss the vacation.

Luba conceded that, three (3) months later, she took the child on a family vacation of her own to Cancun, Mexico in June 2023 over a period that included Father's Day weekend. Luba testified Cancun, Mexico is not as dangerous – in her opinion – as the Nuevo Leon, Mexico location Enrique planned to travel to with the child.

Dental Appointments

Luba testified Enrique had scheduled a dental appointment for the child on March 21, 2023 during his custodial time. Luba testified she moved the appointment March 24, 2023 to occur on her custodial time. Luba testified she believed she got Enrique's consent by rescheduling it, putting it on the Talking Parents calendar, and getting no response back from Enrique. Luba conceded she did not communicate with Enrique before she moved the appointment. Luba testified she changed the appointment because she did not want the child to miss the appointment, which would happen if the appointment stayed scheduled during Enrique's time. Luba repeatedly testified Enrique did not have the dentist's address because he kept asking for it. However, Luba later testified she gave Enrique the dentist's address.

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[29] See October 15, 2024 Video Time Cite at 1:45:45 – 1:46:15.

Credibility:

The Court FINDS Luba's testimony generally credible in that she agreed as to the fundamental facts of the case. However, the Court does NOT FIND CREDIBLE Luba's testimony she did not intend to withhold the child from Enrique on March 15, 2023 to prevent him from taking the child on vacation to Mexico. In particular, the Court FINDS, three (3) months later, Luba took the child and her family on a vacation also to Mexico and during Enrique's ordered Father's Day visitation. Similarly, the Court does NOT FIND CREDIBLE Luba's testimony related to moving the child's March 21, 2023 dental appointment.

Enrique (Enrique) Velasquez-Gonzalez

Enrique is [redacted] father and Luba's ex-husband. Enrique is married to Jennifer, and they have one (1) child together, [redacted] age four (4). Enrique testified he does not allow the child to call Jennifer "Mom". Enrique testified the March 15, 2023 vacation to Nueva Leon, Mexico was for [redacted] to visit her paternal grandparents, who live there.

Enrique testified he brought a motion to modify custody because Luba withheld the child from him and tries to block vacations. Enrique testified modifying custody is in the child's best interest because Luba will not follow even one (1) line of the Decree, does not co-parent, and does not provide for the child's care as well as him. Enrique testified it is in the child's best interest to spend three (3) consecutive weeks in his care and (1) week in Luba's care because this schedule will provide the child with stability, better grooming, and better alimentation. Enrique testified Jennifer tells him the child is not well groomed at school, meaning her hair is not brushed and she wears clothes that do not fit. Enrique also testified he provides the child with a master bedroom and her own bathroom so she can be well-rested at his home. Enrique testified Luba makes appointments for the child that interfere with the child's school time even over his

requests to do otherwise.

Enrique testified Luba withholds the child and does not let him travel with her, including going to Oaxaca, Mexico in 2021 and Cancun, Mexico in Summer 2022 and in 2023. Enrique denied being kidnapped from his family home, that his uncle was murdered, and that he and Luba were robbed while driving across Mexico while they were dating. Enrique testified Luba loves going to Mexico and took the child there right after Enrique returned from his vacation or, in June 2023.

Enrique testified co-parenting with Luba means following her rules including rules she adds in addition to orders contained in the Decree. Enrique testified he turns the child over to Luba even if she does not provide him with a full itinerary for her vacations. Enrique testified he does not feel Luba treats him like an equal parent. Enrique testified he wants Luba to have a role in the child's life but he cannot trust Luba at all.

Enrique testified he tries to minimize his conflict with Luba because she brings him to Court constantly on false allegations. Enrique denied blocking Luba on his cell phone but conceded he lets her calls go to voicemail because they are ordered to communicate by the Talking Parents communication application.

Enrique testified he believes Luba abuses and neglects the child. Enrique testified he does not agree with CPS failing to substantiate his allegations Luba abused or neglected the when he claimed the child had a third degree burn on her finger. Enrique testified CPS said he was lying.[30]

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[30] See Exhibit 1 at p. 32.

Enrique testified to his opinion Luba neglects the child's health but conceded he lacked specific proof. Enrique testified the child suffers from dry skin, rashes, boogers, and red eyes due to Luba's refusal to treat her allergies. Enrique testified he wanted Luba to take the child to an allergist but Luba would not cooperate. Enrique testified he cannot take the child himself because Luba refuses to give him the insurance information from her husband's policy. Enrique testified he had the child's insurance card but Luba refused to give him her husband's social security number for two (2) years so he could make an appointment. Enrique later changed his testimony to state he received Phil's social security number on December 29, 2023 from his attorney. Despite the information, Enrique testified he had not made an appointment with an allergist since then because he was waiting for the instant litigation to come to an end. Enrique also testified he has not had time or done research on allergists as another reason he has not made an appointment for the child.

Enrique testified he does not attend the child's medical or dental appointments because Luba insists on being present for every appointment and lying about him, such as telling the doctor her husband has been in the child's life longer than Enrique, i.e., creating conflict during the appointments. Thus, Enrique testified he will not go in the same room with Luba.

Enrique testified he scheduled a March 21, 2023 dental appointment for the child and notified Luba via the Talking Parents application. Enrique testified Luba rescheduled the appointment to March 24, 2024 without asking him.

Credibility: The Court FINDS Enrique's testimony generally credible. As noted herein, Enrique and Luba substantially agreed on the fundamental facts of the case. The Court FINDS credible Enrique's testimony and evidence related to long-standing co-parenting issues with Luba and a general lack of co-parenting on her part to include withholding the child and placing

the child in the middle of parental conflict.

CONCLUSIONS OF LAW

MODIFICATION OF CUSTODY

In order to modify custody, a movant is required to set forth a substantial change of circumstances affecting the child's welfare and in the child's best interest.[31]

NRS 125C.001 states:

The Legislature declares that it is the policy of this State:

1. To ensure that minor children have frequent associations and a continuing relationship with both parents after the parents have ended their relationship, become separated or dissolved their marriage;

2. To encourage such parents to share the rights and responsibilities of child rearing; and

3. To establish that such parents have an equivalent duty to provide their minor children with necessary maintenance, health care, education and financial support. As used in this subsection, "equivalent" must not be construed to mean that both parents are responsible for providing the same amount of financial support to their children.

NRS 125C.0035(4) mandates trial courts shall consider statutory factors and set forth in writing its analysis. The factors and this Court's analysis are as follows:

a. The wishes of the child if the child is of sufficient age and capacity to form an intelligent preference as to his or her physical custody.

The Court FINDS the minor child, [redacted] age (8), is of insufficient age and capacity to form an intelligent preference as to her physical custody.

The Court FINDS this factor is neutral.

b. Any nomination of a guardian for the child by a parent.

The Court FINDS nomination of a guardian is not relevant to these proceedings between two (2) parents not involving a third party.

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[31] See Romano v. Romano, 138 Nev. 1, 2, 501 P.3d 980, 983 (2022).

The Court FINDS this factor does not apply to this case.

c. Which parent is more likely to allow the child to have frequent associations and a continuing relationship with the noncustodial parent.

The Court FINDS Luba has interfered with Enrique's vacations to visit his family in Mexico by withholding the child in March 2023, demanding daily video contact with the child while the child was to be in Enrique's custody in Mexico, and sending letters to the Air B&Bs at which Enrique was scheduled to stay to verify his reservations. The Court FINDS Luba's claim she had concerns about the child's safety in Mexico NOT CREDIBLE in light of Luba taking the child to Mexico on a scheduled vacation three (3) months later or, in June 2023. The Court FINDS Luba's showed awareness of her interference with Enrique's parent-child relationship though *only* in the context of on-going litigation.

The Court FINDS Luba did not dispute Enrique does not interfere with her vacation requests with the child even when she fails to provide him with a full itinerary. The Court further FINDS Luba withheld the child from Enrique on Father's Day, 2023, by scheduling her vacation to Mexico with her husband on his ordered holiday then refusing to accommodate Enrique's request for compensatory visitation.

The Court FINDS Luba provided one example of Enrique withholding the child from her for three (3) days in 2021 after he filed an emergency motion alleging she abused and neglected the child. The Court FINDS Luba grudgingly agreed Enrique returned the child to her as ordered. The Court further FINDS Luba did not allege Enrique withheld the child from her at any other time prior to order following the incident in 2021 related to his emergency motion concerning abuse and neglect of the child. The Court FINDS that, even though Enrique disagrees with the CPS findings regarding Luba's behavior, he obeys the Court custody orders.

Therefore, the Court FINDS Enrique is the parent more likely to allow the child to have frequent associations and a continuing relationship with Luba.

Accordingly, the Court FINDS this factor favors Enrique.

d. The level of conflict between the parents.

The Court FINDS Enrique testified he does not trust Luba at all and will not be in the same room with her because she constantly brings him back to court. The Court FINDS Luba has filed twenty-three (23) motions causing Enrique to litigate since the beginning of this case, which is an exceptionally high number of motions for any case within a six

(6) year period. [32] In the same period, the Court FINDS Enrique has filed seven (7) independent motions for specified relief.
The Court FINDS Luba conceded the child calls her husband "Dad" and she does not stop or correct the child. The Court FINDS Enrique does not allow the child to call his wife "Mom" out of respect for Luba's position as the child's mother.

The Court FINDS Enrique refuses to have communication with Luba outside of Talking Parents communication application to the extent he lets her telephone calls go to voicemail. This raises the concern that Enrique would not even speak to Luba in emergency circumstances, i.e., the court-ordered communication application is for *non-emergency* parent communication. The Court also FINDS it concerning Luba calls Enrique when there is no emergency demonstrating her unwillingness to abide by Court orders.

The Court FINDS Luba testified to her opinion Enrique refuses to have anything to do with her, to agree to anything she requests and refers to her as a liar. The Court FINDS the parties do not attend parent-teacher conferences or medical appointments together. The Court FINDS the high conflict between the parties is largely driven by Luba filing an extraordinarily high number of motions in this case resulting in this case being litigated without pause since the day Luba filed for divorce on August 20, 2018.

The Court FINDS the level of conflict between the parents is very high.

The Court FINDS this factor favors Enrique.

e. The ability of the parents to cooperate to meet the needs of the child.

The Court FINDS it is undisputed Luba not only schedules all of the child's medical and dental appointments, she also attends them either alone or with her husband, Phil. The Court FINDS Enrique's testimony CREDIBLE regarding Luba creating conflict in doctors' offices by alleging he abused her or saying Phil has been in the child's life longer than Enrique.

The Court FINDS that, to avoid conflict with Luba, Enrique avoids scheduling and attending the child's medical and dental appointments. As joint custodians, both parents have the right to attend the child's medical appointments. The Court FINDS Luba

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[32] The dates Luba filed motions are as follows: 1. November 1, 2019; 2. December 19, 2019; 3. January 14, 2020; 4. February 20, 2020; 5. May 2, 2020; 6. July 2, 2020; 7. August 19, 2020; 8. August 19, 2020; 9. August 19, 2020; 10. October 9, 2020; 11. October 15, 2020; 12. November 16, 2020; 13. December 17, 2021 (duplicative filing); 14. February 9, 2022; 15. April 12, 2022; 16. May 18, 2022; 17. June 5, 2022; 18. June 23, 2022; 19. March 13, 2023; 20. April 27, 2023; 21. June 9, 2023; 22. July 5, 2023; and 23. August 22, 2024. These motions exclude motions related to attorney withdrawals and/or liens and ex parte motion for orders shortening time.

refused to acknowledge her role in the conflict, preferring to criticize Enrique for ceding the ground for the sake of peace.

Despite Enrique's refusal to attend appointments with Luba, Enrique testified he is frustrated Luba does not schedule appointments as he requests. For example, Enrique testified he asked Luba to schedule the child's dental appointment to occur outside of school hours and became upset she did not comply. Enrique also testified at the March 19, 2024 Day One of trial at great length regarding how the child needed to be seen by an allergist and how he could not schedule an appointment due to Luba refusing to give him Phil's social security number. The Court FINDS Enrique testified he had Phil's social security number as of December 30, 2023 and could have scheduled an appointment with an allergist of his choice. The Court FINDS Enrique's testimony he preferred to wait until this litigation was over to schedule an appointment for the child demonstrates he places an emphasis on his conflict with Luba over the needs of the child. Notwithstanding this issue, the Court FINDS that, when Enrique did schedule a March 21, 2023 dental appointment for the child during his custodial time, Luba unilaterally changed the appointment to her custodial timeshare without notifying Enrique. The Court does NOT FIND credible Luba's assertion she needed to change the dental appointment because, otherwise, Enrique would not have taken the child to the appointment.

Likewise, the Court FINDS Luba's refusal to schedule an appointment with an allergist until immediately after Enrique testified as to his great frustration over Luba's refusal to cooperate with him over the insurance issue for two (2) years demonstrates she places an emphasis on her conflict with Enrique over the needs of the child.

The Court FINDS Enrique fails to follow through with his joint legal custody rights, abdicating them to Luba or abandoning an issue, but then complaining he does not like what Luba does or how she does it.

Conversely, the Court FINDS Luba refuses to obey court orders she does not like such as turning the child over to Enrique for his properly noticed and scheduled vacation, and rescheduling dental appointments without consulting Enrique. The Court FINDS Luba failed to take responsibility for her actions in withholding the child by continuously claiming it was not her intent to prevent the child from going on vacation with Enrique on March 15, 2023 when she willfully and intentionally refused to exchange the child.

The Court FINDS the parties are entrenched in their conflict and often engage in a mutual refusal to cooperate. However, under the specific testimony and evidence presented to the Court, the Court FINDS this factor favors Enrique.

f. The mental and physical health of the parents.

The Court FINDS neither party alleged Enrique has physical or mental health issues.

The Court FINDS neither party alleged Luba has physical health issues.

The Court FINDS credible Luba's testimony she was diagnosed with anxiety for which she was treated with medication and talk therapy for two (2) years. The Court FINDS Luba is not taking prescribed medication to treat any mental illness at this time. The Court further FINDS Luba testified she is self-treating her anxiety at this time with self-help books and using the tools she learned in therapy. The Court FINDS Luba has struggled using the tools she learned in therapy to avoid making poor decisions, as evidenced by Luba's intentional decisions to violate orders by withholding the child from Enrique on March 15, 2023 and changing the child's March 21, 2023 dental appointment, both of which occurred after Luba terminated therapy. However, the Court FINDS Luba has not violated the orders since March 21, 2023 demonstrating she is capable of using her therapeutic skill set when she chooses or when the matter is pending litigation. The Court is cognizant that Luba has been under the threat of losing custody of the child during this time period.

The Court FINDS this factor favors Enrique.

g. The physical, developmental, and emotional needs of the child.

The Court FINDS no evidence or testimony was presented to demonstrate that [redacted] age eight (8), is anything but a normal, healthy child meeting her developmental milestones.

To be able to have help, parents must be able to build and maintain stable and healthy relationships with the people around them. The Court FINDS Enrique has the support of his wife, Jennifer, parents, siblings, and the child's school to assist him with the child. The Court FINDS Luba has the support of her husband, mother, sister, and the child's school with the child.

The Court FINDS it was undisputed that Luba has attended all of the child's medical and dental appointments by herself because Enrique refuses to be in the same room with Luba due to her creating conflict by insulting him to the doctors and bringing her husband. Consequently, the Court FINDS Enrique generally ceded responsibility for scheduling the child's medical and dental appointments to Luba. The Court FINDS that, when Enrique took the initiative to schedule the child's dental appointment on March 21, 2023, Luba unilaterally rescheduled it to her custodial time.

The Court FINDS Luba unilaterally enrolled the child in online counseling through the child's school to help the child deal with her anxiety created by Luba being at school at the same time as Jennifer. The Court FINDS it undisputed Enrique only objected to the child engaging in online counseling because he felt she would have no privacy to express her true feelings. The Court FINDS Luba enrolled the child in online counseling over his objection rather than even looking for an in-person provider for the child. The Court FINDS Luba's blanket statement that, the counseling is the child's best interest, unpersuasive in light of her failure to consider the issue of the child having privacy in her counseling, which was the only issue Enrique raised with her.

The Court FINDS this factor nominally favors Enrique.

h. The nature of the relationship of the child with each parent.

The Court FINDS it was undisputed the child is bonded with Enrique.

The Court FINDS it was undisputed the child is bonded with Luba.

The Court FINDS this factor is neutral.

i. The ability of the child to maintain a relationship with any sibling.

The Court FINDS the child has a half-sister, [redacted] (age 4), born to Enrique and his wife.

The Court FINDS the child has a step-sister, [redacted] (age 8), who is Phil's child. The Court FINDS [redacted] and [redacted] have grown up together, are in the same grade, and attend extracurricular and family events together. The Court FINDS it undisputed the children share the same weekly timeshare at Luba's home where they share a bedroom.

The Court FINDS there was no dispute the child is bonded with both of her siblings.

The Court FINDS this factor is neutral.

j. Any history of parental abuse or neglect of the child or any sibling of the child.

The Court FINDS no evidence was presented to the Court demonstrating either party engaged in abuse or neglect of a child despite Enrique's [prior] allegations to the contrary.

The Court FINDS this factor does not apply.

k. Whether either parent or any other person seeking physical custody has engaged in an act of domestic violence against the children, a parent of the children or any other person residing with the children.

The Court FINDS there is no evidence before the Court suggesting there is any history of domestic violence.

The Court FINDS this factor does not apply.

l. Whether either parent or any other person seeking physical custody of the child has committed an act of abduction against the child or any other child.

The Court FINDS Luba committed an act of abduction against the child pursuant to NRS

200.359(1) creating a rebuttable presumption that sole or joint physical custody or unsupervised contact with the child is not in the child's best interest.[33]

Luba's testimony and evidence in support of rebutting the presumption is addressed below.

ANALYSIS AND ORDERS

Modification of Custody

After the March 19, 2024 Day 1 Non-Jury Trial, the Court made a preliminary finding the NRS 125C.0035(7) rebuttable presumption was triggered.[34] The Court found Enrique met the relevant factors in NRS 125C.0035(7) regarding an act of withholding or abduction demonstrating by clear and convincing evidence Luba willfully detained the minor child on March 15, 2023.[35] However, the Court FINDS Luba demonstrated her ability to provide daily care for the child, provide for the child's physical and emotional needs, and provide the child

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[33] Id. at 3:14:14 – 3:15:26. NRS 200.359(1) provides as follows:

> "Detention, concealment or removal of child from person having lawful custody or from jurisdiction of court and relocation of child by parent without written consent of other parent or court permission: Penalties; limitation on issuance of arrest warrant; restitution; exceptions.
>
> 1. A person having a limited right of custody to a child by operation of law or pursuant to an order, judgment or decree of any court, including a judgment or decree which grants another person rights to custody or visitation of the child, or any parent having no right of custody to the child, who:
>
> (a) In violation of an order, judgment or decree of any court willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child . . ."

[34] See Order after Hearing from March 19, 2024 at p.2, ll.4-10 (filed August 8, 2024). The Court NOTES the Order inaccurately refers to NRS 125C.0035(7) as "NRS 125(c)(7)" at p.2, ll.6.

[35] See March 19, 2024 Hearing Video Time Cite at 3:13:06 – 3:14:13.

with a safe home overcomes the presumption set forth in NRS125C.0035(7). Specifically, the Court FINDS that, Luba's withholding of the child for one (1) vacation period in March 2023 combined with credible evidence and testimony demonstrating her ability to provide daily care for the child, overcomes presumption Luba should not have sole or joint physical custody *and* supervised visitation only. The mandate set forth for violations of NRS 125C.0035(7) is particularly restrictive amounting to sole physical custody.[36] Notably, Enrique did move this Court for sole physical custody of the parties' child.

While Enrique cannot prevail on his request for Luba to have supervised contact only with the child, a visitation order which would be *required* pursuant to the NRS 125C.0035(7)[37] *mandate*, the Court FINDS Enrique nonetheless established a substantial change of circumstances affecting the child's welfare and in the child's best interest. Taking into account the evidence and testimony presented to it and the best interest factors set forth at NRS

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[36] See e.g., Roe v. Roe, 139 Nev. Adv. Op. 21, 535 P.3d 274 (2023)(mandating findings supporting the restrictive sole physical custody order).

[37] NRS 125C.0035(7) states: A determination by the court after an evidentiary hearing and finding by clear and convincing evidence that either parent or any other person seeking physical custody has committed any act of abduction against the child or any other child creates a rebuttable presumption that sole or joint physical custody or unsupervised visitation of the child by the perpetrator of the abduction is not in the best interest of the child. If the parent or other person seeking physical custody does not rebut the presumption, the court shall not enter an order for sole or joint physical custody or unsupervised visitation of the child by the perpetrator and the court shall set forth:

(a) Findings of fact that support the determination that one or more acts of abduction occurred; and

(b) Findings that the custody or visitation arrangement ordered by the court adequately protects the child and the parent or other person from whom the child was abducted.

125C.0035(4), the Court FINDS it in the child's best interest to grant Enrique's request for primary physical custody. The Court places particular emphasis on Luba's actions which prevented Enrique from having frequent associations with the child, Luba's demonstrated unwillingness to co-parent with Enrique, her near constant actions leading to increased conflict and litigation in this matter and her demonstrated inability to meet the needs of the child by valuing conflict with Enrique over the child's best interests. Accordingly, the Court FINDS it in the child's best interest to GRANT Enrique's request for modification of custody to PRIMARY PHYSICAL CUSTODY.

Timeshare

The Court FINDS Enrique requested modification of the parties' timeshare to him being awarded three (3) consecutive weeks of custody with one (1) week to Luba. The Court FINDS is not persuaded (3) consecutive weeks of visitation with Enrique is in the best interest of the child in light of her established sibling relationships and stability in each household. The Court places value on the child's undisputed close bond with her sister, [redacted] in Luba's home.

Accordingly, the Court ORDERS Luba shall have specified visitation with the minor child from each FRIDAY after school or, 3PM if there is no school, until Mondays to school or, 9AM if there is no school every weekend EXCEPT the THIRD WEEKEND OF EACH MONTH which shall be Enrique's specified weekend. The parties' prior holiday/vacation timeshare SHALL remain status quo.

Child Support

The Court FINDS Luba's most recent Financial Disclosure Form (FDF) was filed March 14, 2024 wherein she indicated she was employed by Aria Casino as a cocktail server earning

$1,904.44 per month including tip income.[38] In support of her FDF, Luba included a March 3, 2024 paystub listing $4,699.86 year to date income. March 3, 2024 is eleven (11) weeks into 2024. Accordingly, the Court FINDS Luba's calculated gross monthly income is $1,851.46 ($4,699.86 year to date income / 11 weeks into 2024 = $427.26 per week X 52 weeks in a year = $22,217.52 annual income / 12 months in a year = $1,851.46 calculated gross monthly income).

Therefore, Luba's monthly child support obligation is $301.00, effective JANUARY 1, 2025 and due on the first of each month thereafter.

Dependent Tax Credit

As the primary physical custodian, Enrique SHALL be solely entitled to claim the party's minor child each and every tax year commencing 2025.

Request for Prosecution for Parental Abduction

The Court DENIES Enrique's request for referral for prosecution for parental abduction.

Attorney Fees and Costs

The Court DENIES Luba's request for award for attorney fees and costs.

The Court *preliminarily* GRANTS Enrique's request for award for attorney fees and costs. Enrique SHALL file and serve a Memorandum of Fees and Costs, to include redacted attorney-client invoices and Brunzell and Wilfong analyses not later than JANUARY 16, 2025. Luba shall have the time allotted from date of service to file and serve an Objection. The Court will not consider any new requests for relief in either pleading nor will it entertain a reply. The failure to timely file and serve the Memorandum of Fees and Costs SHALL be deemed a WAIVER of the request for award for attorney fees and costs. Decision on award for attorney

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[38] See Luba's Financial Disclosure Form (filed March 14, 2024).

fees and costs shall be scheduled for FEBRUARY 19, 2025 (Chambers/NO appearances).

ORDER TO SHOW CAUSE

Count 1

Enrique alleged Luba knowingly and willingly violated the Stipulated Decree of Divorce at Exhibit 1, p.9, Article 9.3 (Marital Settlement Agreement) (filed December 8, 2021):

> "The parties' custodial schedule is described with sufficient particularity per NRS 125C.010. The parties agree that custodial [sic] shall take place as follows: The parties shall exercise a week on, week off scheduled [sic] with Husband having custody of the minor children every other week from Wednesday morning at 9:00 a.m. when school commences until the following Wednesday at 9:00 a.m., except when superseded by holiday, vacation or other special custody times, as more fully set forth below. The sending parent shall deliver the child to school on Wednesday, and the receiving parent shall pick the child up from school at the conclusion of the school day that say day, on Wednesday.
>
> Except where superseded by holiday, vacation, or other special holiday custody times, as more fully set forth below, in the event that there is no school on a Wednesday, the custody time shall be at 9:00 am at the Chevron gas station located at 10890 W. Charleston Blvd., [redacted] This shall also be the exchange point whenever a custody exchange is to be made somewhere someplace other than the child's school. When a custody exchange is made at the Chevron gas station located at 10890 W. Charleston Blvd., [redacted] the parties agree that neither shall approach the other's vehicle except insofar as is necessary to facilitate the exchange safely. Neither party shall attempt to engage the other in conversation, but shall simply see that the child gets to the receiving parent's vehicle safely and leave."

THE COURT FINDS the order set forth in the December 8, 2021 Decree of Divorce at p.9, Exhibit 1, Article 9.3 was clear and unambiguous as required by Nevada law.[39]

THE COURT FURTHER FINDS Enrique presented clear and convincing evidence to this Court in support of a finding of contempt as to the September 25, 2023 Order to Show Cause.

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[39] See Cunningham v. Eighth Jud. Dist. Ct., 102 Nev. 551, 729 P.2d 1328 (1986).

THE COURT FURTHER FINDS, pursuant to Nevada law, this Court has inherent power to enforce its orders and decrees through contempt proceedings pending appeal.[40]

THE COURT FURTHER FINDS, with respect to the September 25, 2023 Order to Show Cause, Luba has NOT shown adequate cause why she should NOT be held in contempt and FINDS LUBA IS IN CONTEMPT AND HAS WILLFULLY VIOLATED SPECIFIC AND CLEAR OBLIGATIONS SET FORTH in the Decree of Divorce at p.9, Article 9.3; to wit: the Court FINDS the testimony of the parties clearly and convincingly established Luba exchange the child on Wednesday, March 15, 2023 at 9:00 AM at the Chevron station as ordered. The Court FINDS Luba testified she was still in her attorney Ben Childs' office the morning of March 15, 2023 when she decided she would not exchange the child with Enrique for his scheduled visitation.

The Court FINDS Enrique credibly established through his testimony he suffered harm in the form of not being able to enjoy the March 15, 2023 vacation to Mexico because he was not able to take the child to visit his family as planned, and he spent the vacation preparing litigation documents related to the withholding.

The Court FINDS Enrique credibly established a need to hold Luba in contempt through his testimony Luba interfered with his scheduled vacations to Mexico in 2021 and 2022 by either refusing to produce the child or by demanding to have information Enrique could not reasonably provide.

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[40] See Noble v. Noble, 86 Nev. 459, 470 P.2d 430 (1970) and Huneycutt v. Huneycutt, 94 Nev. 79, 575 P.2d 585 (1978).

Count 2

Enrique alleged Luba knowingly and willingly violated the Stipulated Decree of Divorce at Exhibit 1, p.8, Articles 9.1, (Marital Settlement Agreement) (filed December 8, 2021):

> "The parties shall confer with each other on all important matters pertaining to the children's health, welfare, education, religious training and upbringing to arrive at a harmonious policy to promote the child's best interest, and not to promote the personal desires of either party.
>
> The parents shall confer with each other on all matters regarding the children's health care, including but not limited to medical, dental, orthodontic, surgical, optical, or psychological, and shall immediately inform the other parent of any health conditions of the children except in emergency situations when prior consultations are not possible."

THE COURT FINDS the order set forth in the Stipulated Decree of Divorce at Exhibit 1, p.8, Articles 9.1 was clear and unambiguous as required by Nevada law.[41]

THE COURT FURTHER FINDS Enrique presented clear and convincing evidence to this Court in support of a finding of criminal contempt as to the September 25, 2023 Order to Show Cause.

THE COURT FURTHER FINDS, pursuant to Nevada law, this Court has inherent power to enforce its orders and decrees through contempt proceedings pending appeal.[42]

THE COURT FURTHER FINDS, with respect to the September 25, 2023 Order to Show Cause, Luba has NOT shown adequate cause why she should NOT be held in contempt and FINDS LUBA IS IN CONTEMPT AND HAS WILLFULLY VIOLATED SPECIFIC AND CLEAR OBLIGATIONS SET FORTH in the Stipulated Decree of Divorce at Exhibit 1, p.8,

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[41] See Cunningham v. Eighth Jud. Dist. Ct., 102 Nev. 551, 729 P.2d 1328 (1986).

[42] See Noble v. Noble, 86 Nev. 459, 470 P.2d 430 (1970) and Huneycutt v. Huneycutt, 94 Nev. 79, 575 P.2d 585 (1978).

Articles 9.1; to wit: the Court FINDS the testimony of the parties clearly and convincingly established Luba failed to consult with Enrique before changing the child's March 21, 2023 dental appointment to March 24, 2024.

The Court FINDS Enrique testified he scheduled the child's dental appointment to occur on March 21, 2023 and provided notice to Luba on Talking Parents application. The Court FINDS Luba testified she rescheduled the appointment from March 21, 2023 to March 24, 2023 without discussing the matter with Enrique. The Court FINDS Luba testified after she rescheduled the appointment, she notified Enrique of the change on Talking Parents, which she considers discussing it with him. The Court does NOT FIND CREDIBLE Luba's testimony she believes she is conferring with Enrique under the order if she moves the appointment first and notifies Enrique afterward.

The Court FINDS Enrique credibly established through his testimony he suffered harm in the form of not being able make appointments for the child because Luba changes them, causing conflict he seeks to avoid. The Court FINDS Enrique credibly established through his testimony the need for contempt due to Luba failing to confer with him so as to promote the child's best interest.

BASED ON THE FOREGOING, the Court ORDERS Luba SHALL pay $500 as for sanction of EACH violation of the September 23, 2023 Order to Show Cause – Counts 1 and 2 or, a total of $1,000 ($500 x 2 sustained counts of contempt = $1,000 total).

PURGE CLAUSE: In the event Luba strictly abides by the vacation orders and joint legal custody orders for a period of twelve (12) months, the Court SHALL PURGE the financial sanctions.

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ORDERS

NOW THEREFORE, based on upon the foregoing *Findings of Fact and Conclusions of Law* and, good cause appearing:

IT IS HEREBY ORDERED that the parties shall continue to share JOINT LEGAL CUSTODY of the minor child.

IT IS FURTHER ORDERED that Enrique's request to modify custody is GRANTED and Enrique SHALL have PRIMARY PHYSICAL CUSTODY of the parties' minor child.

IT IS FURTHER ORDERED that Luba shall have specified visitation with the minor child from each FRIDAY after school or, 3PM if there is no school, until Mondays to school or, 9AM if there is no school every weekend EXCEPT the THIRD WEEKEND OF EACH MONTH which shall be Enrique's specified weekend.

IT IS FURTHER ORDERED that the parties' prior holiday/vacation timeshare SHALL remain status quo.

IT IS FURTHER ORDERED that Luba SHALL pay $301.00 per month child support, effective JANUARY 1, 2025 and due on the first of each month thereafter.

IT IS FURTHER ORDERED that Enrique SHALL be solely entitled to claim the minor child for federal tax purposes each year commencing 2025.

IT IS FURTHER ORDERED that Enrique's request for this matter to be referred for prosecution for parental abduction is DENIED.

IT IS FURTHER ORDERED that the Court *preliminarily* GRANTS Enrique's request for award for attorney fees and costs. Enrique SHALL file and serve a Memorandum of Fees and Costs, to include redacted attorney-client invoices and Brunzell and Wilfong analyses not later than JANUARY 16, 2025. Luba shall have the time allotted from date of service to file and

serve an Objection. The Court will not consider any new requests for relief in either pleading nor will it entertain a reply. The failure to timely file and serve the Memorandum of Fees and Costs SHALL be deemed a WAIVER of the request for award for attorney fees and costs. Decision on award for attorney fees and costs shall be scheduled for FEBRUARY 19, 2025 (Chambers/NO appearances).

IT IS FURTHER ORDERED that Enrique clearly and convincingly established evidence in support of Counts 1 and 2 of the September 25, 2023 Order to Show Cause re: contempt.

IT IS FURTHER ORDERED that Luba SHALL as for financial sanction for the September 25, 2023 Order to Show Cause, Luba shall pay $500 per count or, a total of $1,000. **PURGE CLAUSE**: In the event Luba strictly abides by the vacation orders and joint legal custody orders for a period of twelve (12) months, the Court SHALL PURGE the $1,000 sanction.

IT IS FURTHER ORDERED that, all other orders not addressed herein SHALL remain status quo.

MANDATORY STATUTORY NOTICES

NOTICE IS HEREBY GIVEN that pursuant to NRS 125C.0045(6):

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

NOTICE IS HEREBY GIVEN that pursuant to NRS 125C.0045(7)(8):

The terms of the Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on Private International Law, apply if a parent abducts or wrongfully retains a child in a foreign country as follows:

If a parent of the child lives in a foreign country or has significant commitments in a foreign country:

(a) The parties may agree, and the court shall include in the order for custody of the child, that the United States is the country of habitual residence of the child for the purposes of applying the terms of the Hague Convention as set forth in subsection 7.

(b) Upon motion of one of the parties, the court may order the parent to post a bond if the court determines that the parent poses an imminent risk of wrongfully removing or concealing the child outside the country of habitual residence. The bond must be in an amount determined by the court and may be used only to pay for the cost of locating the child and returning the child to his or her habitual residence if the child is wrongfully removed from or concealed outside the country of habitual residence. The fact that a parent has significant commitments in a foreign country does not create a presumption that the parent poses an imminent risk of wrongfully removing or concealing the child.

NOTICE IS HEREBY GIVEN that the parties are subject to the relocation requirements of NRS 125C.006 & NRS 125C.0065. If joint or primary physical custody has been established pursuant to an order, judgment or decree of a court and one parent intends to relocate his or her residence to a place outside of this State or to a place within this State that is at such a distance that would substantially impair the ability of the other parent to maintain a meaningful relationship with the child, and the relocating parent desires to take the child with him or her, the relocating parent shall, before relocating: (a) attempt to obtain the written consent of the non-relocating parent to relocate with the child; and (b) if the non-relocating parent refuses to give that consent, petition the court for permission to move and/or for primary physical custody for the purpose of relocating. A parent who desires to relocate with a child has the burden of proving that relocating with the child is in the best interest of the child. The court may award reasonable attorney's fees and costs to the relocating parent if the court finds that the non-relocating parent refused to consent to the relocating parent's relocation with the child without having reasonable grounds for such refusal, or for the purpose of harassing the relocating parent. A parent who relocates with a child pursuant to this section without the written consent of the other parent or the permission of the court is subject to the provisions of NRS 200.359.

NOTICE IS HEREBY GIVEN that pursuant to NRS 125C.010(1)(b), for purposes of visitation rights of a child, the State of Nevada or the state where the child resides within the United States of America is the habitual residence of the child.

NOTICE IS HEREBY GIVEN that the parent having the child support obligation is subject to NAC 425.025 and NRS 31A.010 through 31A.350, inclusive, regarding the immediate withholding or assignment of wages, commissions or bonuses for payment of child support, whether current or delinquent.

NOTICE IS HEREBY GIVEN that pursuant to NRS 125B.145 and NAC 425.170, either party may request that the Court review the child support obligation every three years or upon changed circumstances.

NOTICE IS HEREBY GIVEN that pursuant to NAC 425.165 and NRS 425.620, if the order pertains to more than one child and does not allocate a specific amount of the total child support obligation to each child, and if you want to adjust the amount of child support established in this order, you MUST file a motion to modify the order with or submit a stipulation to the court. If a motion to modify the order is not filed or a stipulation is not submitted, the child support obligation established in this order will continue until such time as all children who are the subject of this order reach 18 years of age or, if the youngest child who is subject to this order is still in high school when he or she reaches 18 years of age, when the child graduates from high school or reaches 19 years of age, whichever comes first. Unless the parties agree otherwise in a stipulation, any modification made pursuant to a motion to modify the order will be effective as of the date the motion was filed.

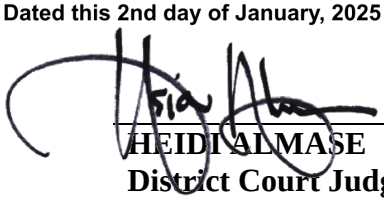
NOTICE IS HEREBY GIVEN that each party shall submit the information required in NRS 125B.055, NRS 125.130, and 125.230 on a separate form to the Court and the Welfare Division of the Department of Human Resources within ten days from the date this Decree is filed. Such information shall be maintained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

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

APPEAL NOTICE

The parties are noticed s/he has thirty (30) days from Notice of Entry of this Order to file any appeal with the Nevada Supreme Court. See NRAP 4(a)(1). The time to file a Notice of Appeal may not be extended by stipulation. Certain motions filed in this Court may impact the timing of a Notice of Appeal. See NRAP 4(a)(4)(A) – (D).

Dated this 2nd day of January, 2025



HEIDI ALMASE
District Court Judge

409 EFB E3AF A44D
Heidi Almase
District Court Judge

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Luba Gonzalez, Plaintiff vs. Enrique Ivan Velazquez-Gonzalez, Defendant.	CASE NO: D-18-575860-D DEPT. NO. Department X

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Findings of Fact, Conclusions of Law and Judgment was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 1/2/2025

[redacted]

If indicated below, a copy of the above mentioned filings were also served by mail via United States Postal Service, postage prepaid, to the parties listed below at their last known addresses on 1/3/2025

John Muije

John W. Muije & Associates
Attn: John W. Muije, Esq
[redacted]
North Las Vegas, NV, 89031