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SHAWNYNE GARREN, RECORDER

Findings of Fact, Conclusions of Law and Judgment
Title of Document (required)

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The undersigned hereby affirms that the document submitted for recording
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- Affidavit of Death** – NRS 440.380 (1)(A) & NRS 40.525 (5) **Military Discharge** – NRS 419.020 (2)
 Other NRS _____ (state specific law)

-OR-

I the undersigned hereby affirm the attached document, including any exhibits, hereby submitted
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Deborah R Price
Signature

Deborah R. Price
Printed Name

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FILED

1 Case No. 2021-CV-00146

2 Dept. No. 2

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BOBBIE R. WILLIAMS
CLERK

Douglas County
District Court

BY A. WEIDNER DEPUTY

6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7 IN AND FOR THE COUNTY OF DOUGLAS

9 CHARLES LANDINO,
10 Petitioner/Counter Respondent,

11 vs.

FINDINGS OF FACT, CONCLUSIONS
OF LAW AND JUDGMENT

12 ERIN CAMBRA,
13 Respondent/Counter Petitioner.

15 THIS MATTER came before the Court for trial on April 3-4,
16 2024. Petitioner/Counter Respondent Charles Landino ("Charles")
17 appeared with counsel, Neal C. Falk, Esq. Respondent/Counter
18 Petitioner Erin Cambra ("Erin") appeared with counsel, Jennifer S.
19 Anderson, Esq. At issue is Erin's claim for partition of real
20 property pursuant to NRS Chapter 39 and Charles' claim for
21 conversion of personal property. Good cause appearing, the Court
22 finds and orders as follows:

23 Findings of Fact

24 Erin and Charles began dating in 2013. Erin was a nanny for
25 two children. Charles was a pipe welder and cattle rancher.
26 Charles owned a home in Gardnerville, Nevada and leased property
27 for his cattle operation.

28 In 2014, Erin and her child from a prior relationship moved

1 into Charles' home.

2 Charles proposed marriage to Erin in December 2014. A
3 diamond ring followed in October 2015. The two began planning for
4 their future.

5 In April 2016, Charles and Erin together purchased real
6 property located at 23 Hawk View Drive, Wellington, Nevada
7 ("Ranch"), taking title as "Charles Landino, an unmarried man and
8 Erin Cambra, an unmarried woman, as joint tenants." The Ranch is
9 approximately 26-acres and came with water rights, a residence, an
10 alfalfa field and livestock pens.

11 Erin discovered she was pregnant approximately two weeks
12 after the parties put in the offer on the Ranch. Due to the move,
13 the pregnancy and Charles' out of town work, Erin quit being a
14 nanny to take care of the children and the Ranch. It is
15 undisputed that Erin took care of the children, including home
16 schooling, and the home. The extent of Erin's contributions to
17 the livestock and the alfalfa field is disputed.

18 Within one month of purchasing the Ranch, Charles added Erin
19 to three bank accounts ("Joint Accounts") designated as "Joint
20 with Right of Survivorship (Not as tenants in common or community
21 property)." Charles testified this was done out of a sense of
22 duty due to Erin's pregnancy and the fact that he was working out
23 of town seven days a week and rarely home. After the child was
24 born, Charles was only home on the weekends. The Joint Accounts
25 were predominantly funded by Charles' earnings. The parties
26 maintained separate accounts as well. As between each other,
27 Charles referred to Erin as his "wife."

28 Erin and Charles never married. Erin left the Ranch in June

1 2021 and ended the parties' relationship.

2 The purchase price for the Ranch was \$385,000. Charles
3 supplied the entirety of the \$77,000 down payment from proceeds
4 from the sale of his Gardnerville home. The balance was financed
5 by a mortgage taken on by both Charles and Erin. \$261,577.82 is
6 still owed. Monthly payments were made from the Joint Accounts
7 until Charles closed the Joint Accounts following separation.
8 Charles has since made the monthly payment with his own money from
9 his separate accounts. The Ranch recently appraised for
10 \$977,000.00.

11 Erin and Charles were together from 2013 through 2021,
12 approximately eight years. They purchased the Ranch together and
13 purchased personal property from their Joint Accounts. The Court
14 has not been supplied with an inventory of personal property held
15 at the Ranch, but the evidence supports that the parties
16 accumulated A LOT of personal property at the Ranch. Charles
17 maintains that some of the personal property is owned by his
18 separate business, but made no effort at trial to establish what
19 specific property is separately owned. Erin successfully
20 demonstrated that much of the property was purchased with funds
21 from the Joint Accounts.

22 Erin views the personal property and Joint Accounts as being
23 jointly held. Erin made a choice in the lawsuit to forego any
24 attempt to seek possession or credit for personal property
25 remaining at the Ranch and/or rent from Charles for his sole
26 occupation of the Ranch since separation. Erin acknowledges
27 having possession of a 2015 Chevrolet Truck ("15 Chevy"). Erin
28 also acknowledges having possession of a Bison stock trailer and

1 the title to a 1999 Chevy that she agrees to return to Charles.
2 Erin also admits having possession a small animal shelter and
3 "some" Uline shelves, valued by Charles at \$600 and \$720
4 respectively, that she would like to keep.

5 Conclusions of Law

6 Partition

7 Erin seeks partition of the Ranch pursuant to NRS Chapter 39.
8 It is undisputed that Erin and Charles hold title to the Ranch as
9 joint tenants. The parties agree that physically fractioning the
10 Ranch is not practicable or desired. Erin requests sale of the
11 Ranch and equal division of proceeds with appropriate offsets to
12 Charles for his financial contributions. Charles opposes selling
13 the Ranch, claiming 100% ownership based upon his financial
14 contributions.

15 The primary question presented is whether Erin and Charles,
16 as joint tenants, own the Ranch equally or whether the
17 circumstances indicate equal ownership is inappropriate. Erin and
18 Charles were engaged to be married and chose to take title of the
19 Ranch as joint tenants at a time when Charles, the primary wage
20 earner, was infrequently at home and Erin was left to care for the
21 children and the Ranch. As seen below, this decision has
22 ramifications.

23 The parties properly cite *Sack v. Tomlin*, 110 Nev. 204, 871
24 P.2d 298 (1994), and *Langevin v. York*, 111 Nev. 1481, 907 P.2d 981
25 (1995). However, the parties fail to cite *Howard v. Hughes*, 134
26 Nev. 664, 427 P.3d 1045 (2018), an on-point case clarifying the
27 standards and presumptions relating to joint tenancies. The
28 Nevada Supreme Court held:

1 Under *Sack*, cotenants are presumed to equally share
2 property, "unless circumstances indicate otherwise."
3 *Sack*, 110 Nev. at 213, 871 P.2d at 304. Additionally,
4 the presumption of equal shares may be rebutted through
5 unequal contributions to property by unrelated cotenants
6 who lack donative intent. *Id.* If successfully
7 rebutted, fractional shares are based on the amount
8 contributed by each party. *Id.* *Langevin* purportedly
9 applied the *Sack* presumptions to joint tenants, but it
divided property in proportion to the amount contributed
by each party without clearly rebutting the presumption
of equal ownership. *Langevin*, 111 Nev. at 1485-86, 907
P.2d at 984. We take this opportunity to clarify that
the presumptions from *Sack* concerning tenants in common
apply to joint tenants.

10 *Howard*, 134 Nev. at 664. "Accordingly, under *Sack*, it is presumed
11 tenants in common own property equally, unless successfully
12 rebutted through lack of familial relationship or lack of donative
13 intent, and if successfully rebutted, ownership interest is based
14 on the amount contributed by each party." *Id.* at 667 (internal
15 citation omitted). The same applies to joint tenants. *Id.*

16 Further,

17 "Determining a donor's donative intent and beliefs is a
18 question of fact for the fact-finder... In Nevada, a
19 valid...donative transfer requires a donor's intent to
20 voluntarily make a present transfer of property to a donee
21 without consideration, the donor's actual or constructive
22 delivery of the gift to the donee, and the donee's
23 acceptance of the gift. Further, where an individual obtains
possession of property pursuant to a written agreement
establishing a joint tenancy, the law generally presumes
that such agreement is conclusive, and a donative intent is
presumed...

24 *Howard* at 668 (internal quotations and citations omitted).

25 Here, Erin and Charles are joint tenants by way of written
26 title. The law presumes Erin and Charles share the property
27 equally. The evidence clearly and convincingly establishes
28 donative intent. Specifically, Charles did not transfer the

1 Ranch to Erin. Erin and Charles shopped for and purchased the
2 Ranch together, taking written title as joint tenants and becoming
3 jointly indebted. The purchase took place when the parties were
4 engaged to be married. This is distinguished from the
5 circumstance where a couple chooses to remain unmarried to
6 preserved financial independence or otherwise. Charles intended
7 to "share" the home with Erin. The evidence conflicts regarding
8 the parties' expectations regarding the roles each were to play in
9 contributing to the Ranch, whether financially or through service.
10 However, it is undisputed that Charles was rarely at home and was
11 the sole financial provider. It is also undisputed that the
12 remote 26-acre Ranch had no formal employees and Erin was left
13 home alone to care for the children, cattle, goats, chickens,
14 pigs, nursery, hemp, alfalfa, etc. Shortly after the parties
15 purchased the Ranch, Erin became aware that she was pregnant and
16 Charles added Erin to three financial accounts to ensure Erin's
17 financial well-being during his absences. Erin quit being a nanny
18 to take care of the children and the Ranch. In accord, the
19 evidence establishes Erin's donative intent in quitting her job
20 and moving to Wellington to care for the home and the children and
21 Charles' donative intent in contributing financially. Charles'
22 hindsight regret over taking title as joint tenants does not
23 change the assessment. See, *Weeks v. Weeks*, 72 Nev. 268, 274 302
24 P.2d 750 (1956) (A choice of tenancy must be made, and we may
25 assume that it will sometimes be made inadvisedly or that later
26 developments may indicate that the choice seemingly advantageous
27 at the time, has resulted in loss or hardship).

28 Based upon the foregoing, Erin and Charles equally own the

1 Ranch. Charles opines that Erin's request for partition and sale
2 of the Ranch is vindictive. The Court does not assess Erin's
3 motive because her motive is not relevant. As a joint tenant,
4 Erin has a right to seek partition. The Ranch must be sold. Erin
5 offers to reimburse Charles \$77,000.00 (down payment), \$17,613.18
6 (principal reduction) and \$8,366.91 (taxes and insurance).
7 Additionally, Erin does not seek back-rent from Charles for his
8 sole use and occupation of the Ranch post-separation.

9 The Court points out that even in the absence of donative
10 intent, Charles would not be entitled to 100% ownership of the
11 Ranch. Charles has not paid 100% of the purchase price as only
12 \$123,423 of the \$385,000 purchase price has been paid. Even if
13 Charles paid all of the \$123,423 (32%) from his separate funds,
14 which is disputed, \$261,577.82 (68%) remains unpaid. The
15 percentage of ownership allocable to each party would be
16 determined in accordance with the contribution of each party at
17 the time the property is sold or when all the payments are made.
18 *Langevin*, 111 Nev. at 1485 (reference Parcel C). The value of
19 Erin's services to date has not been proven and it is unknown what
20 Erin would have contributed financially and/or through her
21 services, if the parties had remained together (Charles testified
22 that he expected Erin to contribute more financially over time).
23 Further, Charles would owe back rent to Erin as he has had sole
24 use and occupancy of the Ranch since 2021. Additionally, the
25 Ranch is now valued at \$977,000.00 and there is no evidence that
26 the significant appreciation is due solely to Charles' efforts and
27 contributions. Under these circumstances, Charles would not be
28 entitled to an outright award the Ranch even if the secondary

1 presumption were rebutted.

2 Conversion

3 Charles maintains that when Erin left, she took "her"
4 personal property and converted some of "his" personal property
5 and funds from the Joint Accounts. "Conversion is a distinct act
6 of dominion over another's personal property in denial of, or
7 inconsistent with his title or rights therein or in derogation,
8 exclusion, or defiance of such title or rights. Further,
9 conversion is an act of general intent, which does not require
10 wrongful intent and is not excused by care, good faith, or lack of
11 knowledge. Whether conversion has occurred is generally a
12 question of fact []." *Evans v. Dean Witter Reynolds, Inc.*, 116
13 Nev. 598, 606, 5 P.3d 1043 (2000) (internal quotations and
14 citations omitted).

15 Charles has the burden of proving conversion. This involves
16 establishing an ownership interest in specific items of personal
17 property and that Erin is responsible for Charles' loss of said
18 property. Except as otherwise held below, Charles did not provide
19 sufficient evidence of what specific personal property was removed
20 from the Ranch and/or that Erin is responsible for the loss.
21 Charles generically asserts that all personal property purchased
22 with funds from the Joint Accounts is "his" because he alone
23 contributed the funds to the Joint Accounts. The Court disagrees
24 that it is this simple, particularly as it relates to the use of
25 Joint Accounts funds to purchase jointly titled property.
26 Additionally, it has already been established that the Joint
27 Accounts were created with donative intent. Except as otherwise
28 provided below, Charles failed to prove the personal property is

1 "his" as opposed to being jointly owned by him and Erin.
2 Accordingly, at the very most Charles is entitled to 50% of the
3 value, similar to the real property partition.

4 **1. Funds Removed from Joint Accounts**

5 Erin withdrew \$46,542.16 from the parties' Joint Accounts in
6 May-June 2021. Erin left the Ranch and separated from Charles in
7 July 2021. Charles argues the withdrawals constitute conversion
8 based upon proof that he was the sole contributor of funds in the
9 Joint Accounts. Charles claims entitlement to the entire amount
10 withdrawn or at least one-half.

11 As already held, Charles acted with donative intent when he
12 established and funded the Joint Accounts. Charles funded the
13 accounts so that his intended and pregnant wife would have the
14 funds available for withdrawal at anytime without his permission.
15 While Charles continued to maintain other separate accounts, his
16 paychecks went into the Joint Accounts. Erin made other
17 withdrawals from the Joint Accounts during the parties'
18 relationship without complaint from Charles.

19 The Joint Accounts and the proceeds from the Joint Accounts
20 are owned by Charles and Erin and "may be paid or delivered to any
21 of them during the lifetime of all..." NRS 100.085. As equal
22 owner of the Joint Accounts, Erin's withdrawal of funds in May-
23 June 2021 does not constitute conversion anymore so than the prior
24 withdrawals made by Erin or Charles. Charles' hindsight testimony
25 that he put Erin on the accounts "because I am an idiot" does not
26 change the equation. Charles is not entitled to reimbursement
27 under a theory of conversion and has not posed an alternative
28 basis for relief. Notably, Charles received some relief by way

1 of this Court's June 24, 2022 *Findings of Facts, Conclusions of*
2 *Law and Decree Establishing Child Custody and Support*, p. 14, as
3 it relates to child support arrears.

4 **2. 2015 Chevrolet Truck**

5 Erin and Charles purchased a 2015 Chevrolet truck ("15
6 Chevy") in 2016, taking title as Erin or Charles. The 15 Chevy
7 was paid for, at least in part, with funds from the Joint
8 Accounts. Erin has sole possession of the 15 Chevy and changed
9 title to her name alone. Erin converted the 15 Chevy by keeping
10 it from joint owner Charles and changing the title. Erin
11 estimates the 15 Chevy has a value of \$20,000.

12 **3. Proceeds from Sale of a Harley Davidson.**

13 It is undisputed that Charles owned a Harley Davidson before
14 he met Erin. The Harley Davidson was never jointly titled. At
15 Charles' request, Erin sold the Harley Davidson for \$2,000 cash
16 and placed the proceeds in a safe at the Ranch. The safe was
17 accessible by Charles and Erin. The money is missing. Erin
18 testified as to her belief that she had permission to take money
19 from the safe.

20 Charles contends that Erin converted the money. The Court
21 agrees. Just because Erin had access to the safe does not mean
22 that she was at liberty to take the Harley Davidson proceeds.
23 Erin converted the \$2,000.00.

24 **4. Cattle**

25 Charles maintains that when he returned to the Ranch after
26 Erin left in July 2021, 20 head of cattle were missing and have
27 not been returned. Given the timing, Charles blames Erin for the
28 loss. Charles did not produce any proof of ownership or offer

1 any additional evidence pointing to Erin other than an objected to
2 and inadmissible hearsay statement from a brand inspector.
3 Charles did not call the brand inspector as a witness or provide
4 any other proof. Charles failed to prove Erin converted the
5 cattle.

6 5. Other personal property

7 Erin argues that Charles provided absolutely no evidence that
8 she took personal property from the Ranch. The Court disagrees.
9 Charles testified that when he returned to the Ranch after Erin
10 left in July 2021, he discovered voluminous amounts of personal
11 property missing, including Erin's personal property. In addition
12 to the aforementioned 20 head of cattle, property missing included
13 500 gallons of gasoline, clamps, water totes, greenhouse lights,
14 bevellers, a welding machine, a welding trailer, jacks,
15 approximately 70 livestock fence panels, generators, a livestock
16 scale, a pump, tires, drying racks, etc.

17 Given the timing, Charles attributes the loss to Erin.
18 Charles' suspicion is corroborated by the testimony of a neighbor
19 who on two occasions observed a man and a woman (not Erin)
20 removing items from the Ranch. The only specific property
21 recalled by the neighbor, however, was some fence panels. Charles
22 testified to having a belief that the man and woman were
23 associated with Erin. Charles tracked the man and woman to their
24 residence where he observed some of the Ranch's missing property
25 on a trailer such as some fence panels, a child's quad, water
26 totes and pipe. Charles did not subpoena the man and woman or
27 offer any other supporting evidence such as photographs.

28 From the evidence, there is no reason to question Charles'

1 credibility as to his observations upon return to the Ranch. The
2 timing of the loss of personal property in relation to Erin taking
3 \$45,000 out of the Joint Accounts and vacating the Ranch, when
4 coupled with the neighbor's testimony, is circumstantial evidence
5 that Erin is responsible for the loss. However, that does not end
6 the analysis.

7 The 26-acre Ranch contained loads of un-inventoried property
8 scattered about the garage, storage containers, a semi-trailer, a
9 travel trailer, trailers, vehicles, the ground, the corrals, etc.
10 Property that might be properly attributed to Charles' welding or
11 cattle business was commingled with Charles and Erin's personal
12 property. The volume of the un-inventoried property detracts
13 significantly from Charles' case. For instance, Charles testified
14 that he had "thousands" of drying trays at the Ranch, of which he
15 offers pure speculation that Erin took twenty. Charles presented
16 no proof of purchase for the thousands of trays and did not trace
17 their purchase from anything other than the parties' Joint
18 Accounts. Charles wants to be reimbursed from Erin for the 20
19 trays he speculates she took while giving her no credit for the
20 thousands of trays that he maintains. This same issue is repeated
21 as to Charles' claim of conversion of other property such as fence
22 panels, food-grade storage containers (Charles testified he owned
23 "roughly 50"), jacks, clamps, shelves, grow lights, etc.

24 Erin may have taken personal property from the Ranch.
25 However, Charles failed to prove what exactly Erin took. Given
26 the volume and nature of the property allegedly taken, the Court
27 would have expected Charles to present additional evidence. Just
28 as if the cattle could have been traced through the likes of a

1 brand inspector and the man and woman seen removing personal
2 property could have been subpoenaed, so too there could have been
3 more effort to prove and track 500 gallons of fuel, 70 fence
4 panels, etc. Indeed, Charles made only vague inquiry of Erin
5 during her testimony and did not follow up on Erin's general
6 denials. Except as otherwise held, Charles failed to prove
7 conversion.

8 Other

9 1. Attorney's Fees and Costs

10 The costs of an action for partition must be paid by the
11 parties in proportion to their respective interests and said costs
12 may be included in the judgment. NRS 39.480. Here, the parties
13 have equal interest in the Ranch. The costs of partition will be
14 taken from the proceeds of the sale of the Ranch prior to
15 distribution.

16 The Court has discretion to order payment of "reasonable
17 counsel fees expended by the parties for the common benefit" in
18 proportion to the parties' respective interests in the Ranch. NRS
19 39.480. Here, Erin and Charles each engaged independent counsel,
20 not for the common benefit. Neither party cites any other
21 authority authorizing an award of attorney's fees. In an exercise
22 of the Court's discretion, each party shall be responsible for
23 their own attorney's fees as it relates to the actions for
24 partition and conversion.

25 This Court previously awarded Charles "\$5,787.57 as
26 reasonable attorney's fees and costs in defending against Erin's
27 *Motion for Order to Enforce and Hold in Contempt.*" April 4, 2023,
28 *Order Awarding Petitioner Attorney's Fees and Costs*, p. 4. Erin

1 was ordered to pay the sum in full within 45 days of the order.
2 *Id.* Erin has not paid.

3 **2. Expert Fees**

4 On March 15, 2022, Erin and Charles stipulated to engage Dr.
5 Joseph McEllistrem to conduct psychological evaluation of their
6 child. *Stipulation Regarding Psychological Evaluation.* The
7 parties agreed to "equally share the cost of the preparation of
8 the evaluation. Charlie shall pay the entire amount to Dr.
9 McEllistrem. Erin shall reimburse Charlie her one-half through a
10 credit in the final disposition of property a[s] the time of
11 trial." *Id.* The stipulation was granted on March 21, 2022.
12 *Order Granting Psychological Evaluation.*

13 Charles designated Dr. McEllistrem as an expert witness for
14 the custody trial. *Designation of Expert Witness, April 20, 2022.*

15 Erin too designated Dr. McEllistrem as an expert witness for
16 the custody trial. *Designation of Expert Witnesses, May 16, 2022.*

17 As commissioned by Erin and Charles, Dr. McEllistrem
18 conducted the evaluation and his 35-page report was admitted
19 during the custody trial. In addition, Dr. McEllistrem testified
20 at the trial. The Court noted, "Dr. McEllistrem is a neutral
21 expert jointly hired by Erin and Charles." *Findings of Facts,*
22 *Conclusions of Law and Decree Establishing Child Custody and*
23 *Support, p. 9.*

24 Charles paid the entirety of Dr. McEllistrem's bill,
25 \$9,000.00 for the evaluation/report and \$1,750 for testimony.

26 Pursuant to the stipulation, Charles requests a credit of
27 \$5,375.00 as against Erin's portion of the Ranch sales proceeds.

28 Erin agrees to pay \$4,500.00, her share of for evaluation

1 and report, but disagrees with paying for one half of Dr.
2 McEllistrem's testimony (\$875.00).

3 While the stipulation referred only to Dr. McEllistrem's
4 evaluation and report, Erin and Charlie both designated Dr.
5 McEllistrem as a trial witness. Further, the report was
6 introduced at trial and considered by the Court. As already found
7 by the Court, Dr. McEllistrem was a neutral witness jointly
8 retained by the parties. The Court finds it is appropriate to credit
9 Charles \$5,375.00 from Erin's portion of the Ranch proceeds based
10 upon the parties' stipulation.

11 Judgment

12 1. 15 Chevy. Erin shall immediately sign over title to the
13 15 Chevy to Charles and deliver to Charles the title and related
14 documents, all keys, the 15 Chevy (in good working condition) and
15 all implements/attachments such as lift kits and camper shells.

16 2. Bison Stock Trailer. Erin shall immediately deliver the
17 Bison stock trailer to Charles (in good working condition), all
18 implements/attachments and any associated documentation including
19 title.

20 3. Title to 1999 Chevy. Erin shall immediately sign over to
21 Charles the title to the 1999 Chevy and deliver the same to
22 Charles.

23 4. Title to Grizzly Quad, Polaris Quad, Eco Trailer. Erin
24 shall immediately search for documentation and titles for the
25 Grizzly quad, Polaris quad and Eco trailer and deliver any such
26 recovered documents to Charles as soon as possible.

27 5. All other disputed personal property is set aside to the
28 party currently possession.

1 6. Ranch. The Ranch shall be listed for sale and sold as
2 soon as possible. The parties shall immediately engage a mutually
3 agreed upon agent to list the Ranch for sale. The parties must
4 follow the agent's advice regarding staging, repairs, the list
5 price and any adjustments to the list price. Any reasonable offer
6 must be accepted. Charles shall continue to pay the mortgage,
7 insurance and taxes on the Ranch and provide upkeep pending the
8 sale.

9 7. Proceeds from the sale of the Ranch will be used to pay
10 the mortgage and all costs associated with the sale, including
11 closing costs and agent fees. Counsel shall insure that remaining
12 proceeds be deposited into a trust account for distribution to the
13 parties.

14 8. Remaining proceeds from the sale of the Ranch shall be
15 distributed equally to the parties with the following offsets due
16 to Charles:


- 17 \$ 77,000.00 (down payment)
- 18 \$ 17,613.18 (principal reduction)
- 19 \$ 8,366.91 (taxes and insurance)
- 20 \$ 5,787.57 (attorney's fees as sanction)
- 21 \$ 5,375.00 (reimbursement for Dr. McEllistrem)
- 22 \$ 2,000.00 (Harley Davidson proceeds)
- 23 \$ TBD (mortgage, insurance, taxes paid from
24 date of Judgment until sale)
- 25 LESS \$ 10,000.00 (1/2 the value of the 15 Chevy)

26 ///
27 ///
28 ///

1 9. Attorney's Fees. Each party shall bear their own
2 attorney's fees as to the partition and conversion actions.

3 IT IS SO ORDERED.

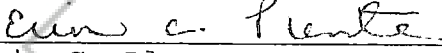
4 DATED this 8th day of April 2024.

5
6 
7 THOMAS W. GREGORY
DISTRICT JUDGE

8 Copies served by mail/messenger on April 8th 2024, addressed to:

9 Neal C. Falk, Esq.
10 1664 US Highway 395 N, Ste 105
11 Minden, Nevada 89423
12 (U.S. Mail)

Jennifer S. Anderson, Esq.
415 W. 2nd Street
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(Messenger)

13
14 
Erin C. Plante

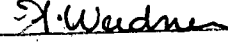
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CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original in file and of record in my office.

DATE 04.26.2024

BOBBIE R. WILLIAMS Clerk of Court
of the State of Nevada, in and for the County of Douglas,

By  Deputy