

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

RUBEN MALDONADO,
Appellant,
vs.
DALILA RODRIGUEZ,
Respondent.

No. 89451-COA

FILED

JAN 16 2026

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY *Elizabeth A. Brown*
DEPUTY CLERK

ORDER OF AFFIRMANCE

Ruben Maldonado appeals from a district court order entering judgment following a bench trial and denying a motion for post-judgment relief pursuant to NRCP 52(b) and NRCP 59(a) and (e). Eighth Judicial District Court, Clark County; Jacob A. Reynolds, Judge.

Maldonado and respondent Dalila Rodriguez met in 1998 and began a romantic relationship. The parties, who were never married, purchased a home in 2008. The deed identified them as joint tenants. The parties paid a \$5,000 down payment and remained in the home together until the parties briefly separated in 2016 and Maldonado moved out of the home. At that time, Maldonado signed a quitclaim deed transferring his interest in the home to Rodriguez. The quitclaim deed indicated Maldonado was transferring his interest for no consideration. Rodriguez then requested a loan modification from the parties' loan holder. The parties subsequently reconciled in late 2016 and Maldonado resumed living in the home and additionally signed the loan modification documents along with Rodriguez, as co-borrowers, which resulted in a decreased mortgage payment. Maldonado then proposed to Rodriguez, but she did not accept

the proposal. During the relationship, the parties maintained separate checking accounts but freely comingled funds to pay the family's bills.

In 2019, Rodriguez moved out of the home while Maldonado remained in the home. Between February 2019 and October 2021, Maldonado lived in the home and was responsible for the mortgage payments. Beginning in 2020, Maldonado requested and received loan forbearance and was not required to make payments for one year. Further, Maldonado was late, or missed, several payments which resulted in the loan holder initiating foreclosure proceedings. Upon learning of the foreclosure proceedings, Rodriguez filed an action to evict Maldonado from the home and obtained foreclosure relief that required her to repay the loan forbearance Maldonado received.

In response, Maldonado filed a civil complaint, and eventually a second amended complaint, which sought either half of the equity in the home or to have the quitclaim deed rescinded and restore his name as a joint tenant. Maldonado alleged that the foregoing relief was warranted based on various contract and real property theories relating to the validity of the quitclaim deed and the effect of Rodriguez moving out of the home. In particular, the second amended complaint asserted the following causes of action: (1) unilateral mistake, (2) failure of consideration, (3) abandonment, (4) breach of the implied covenant of good faith and fair dealing, (5) constructive trust, (6) unjust enrichment, and (7) declaratory judgment.

The district court eventually scheduled the matter for a bench trial on the claims. Prior to trial, Maldonado filed a pretrial memorandum that asserted Rodriguez owed him a fiduciary duty because they lived

together for 20 years. Further, Maldonado withdrew his breach of the implied covenant of good faith claim.

At trial, both Maldonado and Rodriguez testified to the above facts. Relevant here, the parties disputed who paid the initial down payment for the home but conceded that due to the comingling of funds, it would be impossible to trace the funds used for the down payment and to pay the mortgage. The parties further disputed why Maldonado signed the 2016 quitclaim deed. Maldonado testified that he signed the quitclaim deed only to assist in obtaining a loan modification which would decrease their monthly payments and did not intend to gift his interest in the home to Rodriguez. Further, although the parties were separated at the time, Maldonado testified that prior to signing the quitclaim deed, Rodriguez invited him to the home, they engaged in sexual relations, and she then drove him to a notary to sign the quitclaim deed.

In contrast, Rodriguez introduced a text message that Maldonado sent a family member which stated he wanted his name off the mortgage and that Rodriguez would need to refinance the mortgage under her name. Further, Rodriguez testified that following their separation, Maldonado told her he did not want the house, did not want to be involved with the parties' children, and that he instead wanted to start a new life as a firefighter. Maldonado conceded he sent the text message and that he may have stated he no longer wanted the house but claimed he was depressed and drinking heavily at the time and he did not actually intend to abandon the house or family.

The parties also disputed whether Rodriguez abandoned the home when she moved out in 2019. Maldonado testified that he believed Rodriguez had abandoned the home and so he did not tell her when he

obtained the loan forbearance. Further, Maldonado introduced a text message from Rodriguez which stated "You really want to fight about this now. Let it go Ruben. I gave you the house. What more do you want from me?" Rodriguez admitted to sending the message but claimed that she was not gifting her interest in the home to Maldonado and that she was referring to the fact that she let Maldonado remain in the home so long as he paid the mortgage, which was less than rent would have been. Rodriguez claimed that she allowed Maldonado to remain in the home so long as he paid the mortgage and that upon learning of the foreclosure, she sought to evict him and took out a loan to repay the missed payments.

The district court subsequently entered an order finding Rodriguez's testimony was more credible and that Maldonado's claims failed for various reasons. Regarding the unilateral mistake claim, the court found that Maldonado failed to meet his burden of demonstrating by clear and convincing evidence that a unilateral mistake occurred and thus the deed would not be set aside. Even assuming Maldonado could demonstrate a unilateral mistake, the court found his claim was barred by the statute of limitations. Turning to unjust enrichment, the court found that Maldonado failed to carry his evidentiary burden and that he benefited from the arrangement because he was permitted to live in the home for below market rent. Additionally, the court found Maldonado was able to live in the house for a year without making any payments due to the loan forbearance. Although Maldonado had withdrawn his claim for breach of the implied covenant of good faith, the court nevertheless found that there was no contract entitling him to half the equity or title, even assuming there was an oral agreement it would be barred by the statute of frauds, and it was otherwise barred by the statute of limitations.

Regarding Maldonado's claims for failure of consideration, abandonment, constructive trust, and declaratory judgment, the district court found these were either affirmative defenses or remedies and thus did not constitute causes of action. Even assuming Maldonado could advance such claims, the court found he failed to meet his evidentiary burdens. Finally, the district court found there was no fiduciary duty as the parties were not married. Maldonado then filed a motion to amend the court's findings, for a new trial, or to alter or amend the judgment, which the court denied.¹

On appeal Maldonado argues the district court erred by considering the quitclaim deed to be an absolute conveyance because he did not intend to gift his portion of the home to Rodriguez. This court reviews a district court's legal conclusions following a bench trial de novo. *Weddell v. H2O, Inc.*, 128 Nev. 94, 101, 271 P.3d 743, 748 (2012), *abrogated on other grounds by Tahican, LLC v. Eighth Jud. Dist. Ct.*, 139 Nev. 11, 523 P.3d 550 (2023). The district court's factual findings will be left undisturbed unless they are clearly erroneous or not supported by substantial evidence. *Id.* Substantial evidence is evidence that a reasonable mind may accept as adequate to sustain a judgment. *Ellis v. Carucci*, 123 Nev. 145, 149, 161 P.3d 239, 242 (2007).

¹Although Maldonado indicated an intent to challenge these decisions in his notice of appeal, he does not present any argument concerning them in his opening or reply briefs. Accordingly, we conclude that Maldonado has abandoned any challenge to the order resolving his post-judgment motion. *See Ozawa v. Vision Airlines, Inc.*, 125 Nev. 556, 559 n.1, 216 P.3d 788, 790 n.1 (2009) (reasoning that an appellant abandoned any challenge to an order designated in a notice of appeal by failing to address the order in its opening and reply briefs).

We conclude substantial evidence supports the district court's finding that Maldonado understood the nature and effect of the quitclaim deed at the time he signed it. The district court inferred that Maldonado understood the legal effect of the quitclaim deed based on Maldonado's own testimony, which established he understood the importance of the original deed and that he repeatedly requested Rodriguez place his name back on the deed. And the district court was permitted to draw a reasonable inference based on Maldonado's own testimony. *Cf. Clark Cnty. Sch. v. Payo*, 133 Nev. 626, 636, 403 P.3d 1270, 1278 (2017) (discussing appellate courts "must assume" that the fact finder drew reasonable inferences from the evidence presented).

Although Maldonado's opening brief concedes "the evidence is somewhat disputed," he nevertheless maintains his evidence was sufficient to demonstrate he did not intend to gift his interest in the home. However, this court does not reweigh the evidence or reevaluate witness credibility on appeal. *See Quintero v. McDonald*, 116 Nev. 1181, 1183, 14 P.3d 522, 523 (2000) (refusing to reweigh the evidence on appeal); *see also Ellis*, 123 Nev. at 152, 161 P.3d at 244 (refusing to reweigh credibility determinations on appeal). Thus, because both parties presented evidence "which a reasonable person may accept as adequate to sustain a judgment," *Ellis*, 123 Nev. at 149, 161 P.3d at 242, and the district court properly considered the conflicting evidence, Maldonado has not demonstrated a basis for reversal in this respect.

Maldonado next argues that the district court erred by refusing to consider the property rights of unmarried couples in real property acquired together during cohabitation, which he contends supported an implied contract claim based on the conduct of the parties. In response,

Rodriguez argues that the second amended complaint did not include a breach of implied contract or quasi-contract claim and instead asserted a claim for breach of the implied covenant of good faith and fair dealing. Despite filing a reply, Maldonado did not respond to this assertion and instead argued that the district court “never actually addressed [Maldonado’s] legal and factual arguments regarding the post deed conduct of the parties.”

Having reviewed the record, we conclude Maldonado forfeited his implied contract claim by failing to assert it in the amended complaint and by failing to raise it at trial. *Old Aztec Mine, Inc. v. Brown*, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981) (providing that “[a] point not urged in the trial court, unless it goes to the jurisdiction of that court,” is forfeited). Notably, Maldonado’s amended complaint did not assert a claim for breach of an implied contract and instead asserted a claim for breach of the implied covenant of good faith and fair dealing. Further, Maldonado’s pretrial memorandum stated he was withdrawing his claim for breach of the implied covenant of good faith because “the quitclaim deed was not a valid contractual arrangement.” Because Maldonado did not assert a claim for breach of an implied contract the district court did not make any findings regarding such a claim, and thus, we conclude this argument is forfeited.²

²The record reveals that Maldonado alluded to an implied contract in his motion to amend the findings of fact, motion for a new trial, or motion to alter or amend judgment when he alleged the parties’ conduct triggered the “concept of transmutation by conduct” and thus supported an implied contract claim. However, after Rodriguez filed an opposition, which argued Maldonado failed to raise this claim at trial, Maldonado’s reply brief asserted legal theories “should not be overly nitpicked” and despite previously referencing the transmutation theory, clarified “this is truly an unjust enrichment case.” Thus, it appears that below, Maldonado conceded

Maldonado next argues the district court disregarded his factual and legal evidence supporting his claim for breach of fiduciary obligations. Maldonado further requests this court hold as a matter of law that unmarried couples with children and/or jointly acquired property owe each other a fiduciary duty. A breach of fiduciary duty claim requires a plaintiff to demonstrate the defendant: (1) owes a fiduciary duty, (2) breached that duty, and (3) the breach resulted in damages. *Guzman v. Johnson*, 137 Nev. 126, 132, 483 P.3d 531, 538 (2021). “[A] breach of fiduciary duty claim seeks damages for injuries that result from the *tortious* conduct of one who owes a duty to another by virtue of the fiduciary relationship.” *Stalk v. Mushkin*, 125 Nev. 21, 28, 199 P.3d 838, 843 (2009) (emphasis added).

Here, we need not reach whether unmarried couples owe one another a fiduciary duty. Assuming, without deciding, long term couples with children and/or jointly acquired property owe the same fiduciary duties as a married couple, we conclude the district court’s factual findings demonstrate there was no breach of the alleged duty and thus the court did not err in rejecting Maldonado’s claim. Maldonado alleged that Rodriguez breached the alleged duty by convincing him to sign a quitclaim deed, allowing him to pay the mortgage on the property despite having no ownership interest, and then seeking to evict him and sell the home while

he did not raise an implied contract claim in his second amended complaint and it is unclear whether he is now attempting to assert a standalone implied contract claim or is instead using this theory to support an unjust enrichment claim. Given that uncertainty and because Maldonado does not otherwise present meaningful argument concerning the merits of his unjust enrichment claim, we decline to address Maldonado’s theory in the context of his unjust enrichment claim. *See Powell v. Liberty Mut. Fire Ins. Co.*, 127 Nev. 156, 161 n.3, 252 P.3d 668, 672 n.3 (2011).

retaining the equity. However, the district court found that Maldonado understood the legal effect of signing the quitclaim deed; that after moving back into the home, he requested to be added back to the deed; and that he ultimately stopped making mortgage payments leading to the eviction. While Maldonado disputes these findings, arguing he presented sufficient evidence to support his claim, we do not reweigh the evidence or reassess witness credibility. See *Quintero*, 116 Nev. at 1183, 14 P.3d at 523; see also *Ellis*, 123 Nev. at 152, 161 P.3d at 244. Thus, even assuming such a duty exists, the district court's factual findings demonstrate Rodriguez did not breach the alleged duty.³

Accordingly, we

ORDER the judgment of the district court AFFIRMED.


_____, C.J.
Bulla


_____, J.
Gibbons


_____, J.
Westbrook

³Insofar as Maldonado raises arguments that are not specifically addressed in this order, we have considered the same and conclude that they do not present a basis for relief.

cc: Hon. Jacob A. Reynolds, District Judge
Robert W. Lueck, Ltd.
Mincin Law, PLLC
Eighth District Court Clerk