EXHIBIT 1

EXHIBIT 1

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CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

ERIC L. NELSON, Plaintiff/Counterdefendant, vs. LYNITA SUE NELSON, LANA MARTIN, as Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, Defendant/Counterclaimants. LANA MARTIN, Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, Crossclaimant, vs. LYNITA SUE NELSON, Crossdefendant.	CASE NO.: D-09-411537-D DEPT. NO.: O

NOTICE OF ENTRY OF ORDER

Non-Trial Dispositions:
☐ Other
☐ Dismissed - Want of Prosecution
☐ Involuntary (Statutory) Dismissal
☐ Default Judgment
☐ Transferred
☐ Disposed After Trial Start

Settled/Withdrawn:
☐ Without Judicial Conf/Hrg
☐ With Judicial Conf/Hrg
☐ By ADR

Trial Dispositions:
☒ Judgment Reached by Trial

FRANK R. SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

TO:

Rhonda Forsberg, Esq.
Robert Dickerson, Esq.
Mark Solomon, Esq.
Jeffrey Luszeck, Esq.

PLEASE TAKE NOTICE that DECREE OF DIVORCE was duly entered in the above-referenced case on the 3rd day of June, 2013.

DATED this 3 day of June, 2013.

Lori Parr
Judicial Executive Assistant
Dept. O

FRANK P. SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

DISTRICT COURT

CLARK COUNTY, NEVADA

ERIC L. NELSON, Plaintiff/Counterdefendant, vs. LYNITA SUE NELSON, LANA MARTIN, as Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, Defendant/Counterclaimants.	CASE NO.: D-09-411537-D DEPT. NO.: O
LANA MARTIN, Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, Crossclaimant, vs. LYNITA SUE NELSON, Crossdefendant.	

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CLERK OF THE COURT

DECREE OF DIVORCE

This matter having come before this Honorable Court for a Non-Jury Trial in October 2010, November 2010, July 2012 and August 2012, with Plaintiff, Eric Nelson, appearing and being represented by Rhonda Forsberg, Esq., Defendant, Lynita Nelson, appearing and being represented by Robert Dickerson, Esq., Katherine Provost, Esq., and Josef Karacsonyi, Esq., and Counter-defendant, Cross-defendant, Third Party Defendant Lana Martin, Distribution

FRANK R SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

Trustee of the Eric L. Nelson Nevada Trust, being represented by Mark Solomon, Esq., and Jeffrey Luszeck, Esq., good cause being shown:

THE COURT HEREBY FINDS that it has jurisdiction in the premises, both as to the subject matter thereof and as the parties thereto, pursuant to NRS 125.010 et seq.

THE COURT FURTHER FINDS the Eric Nelson, Plaintiff, has been, and is now, an actual and bona fide resident of the County of Clark, State of Nevada, and has been actually domiciled therein for more than six (6) weeks immediately preceding to the commencement of this action.

THE COURT FURTHER FINDS that the parties were married September 17, 1983.

THE COURT FURTHER FINDS that 5 children were born the issue of this marriage; two of which are minors, namely, Garrett Nelson born on September 13, 1994, and Carli Nelson born on October 17, 1997; and to the best of her knowledge, Lynita Nelson, is not now pregnant.

THE COURT FURTHER FINDS that the Plaintiff filed for divorce on May 6, 2009.

THE COURT FURTHER FINDS that the parties entered into a Stipulated Parenting Agreement as to the care and custody of said minor children on October 15, 2008, which was affirmed, ratified and made an Order of this Court on February 8, 2010.

THE COURT FURTHER FINDS that on August 9, 2011, both parties stipulated and agreed that the Eric L. Nelson Nevada (ELN) Trust should be joined as a necessary party to this matter.

THE COURT FURTHER FINDS that Eric Nelson is entitled to an absolute Decree of Divorce on the grounds of incompatibility.

THE COURT FURTHER FINDS that during the couple's nearly thirty (30) years of marriage, the parties have amassed a substantial amount of wealth.

THE COURT FURTHER FINDS that the parties entered into a Separate Property Agreement on July 13, 1993, with Mr. Nelson being advised and counseled with respect to the legal effects of the Agreement by attorney Jeffrey L. Burr and Mrs. Nelson being advised and counseled as its legal effects by attorney Richard Koch.

THE COURT FURTHER FINDS that, pursuant to NRS 123.080 and NRS 123.220(1), the Separate Property Agreement entered into by the parties on July 13, 1993, was a valid Agreement.

THE COURT FURTHER FINDS that Schedule A of the Separate Property Agreement contemporaneously established the Eric L. Nelson Separate Property Trust and named Mr. Nelson as trustor. The trust included interest in:

A First Interstate Bank account;
A Bank of America account;
4021 Eat Portland Street, Phoenix, Arizona;
304 Ramsey Street, Las Vegas, Nevada;
Twelve (12) acres located on Cheyenne Avenue, Las Vegas, Nevada;
Ten (10) acres located on Cheyenne Avenue, Las Vegas, Nevada;
1098 Evergreen Street, Phoenix, Arizona;
Forty nine (49) lots, notes and vacant land in Queens Creek, Arizona;
Forty one (41) lots, notes and vacant land in Sunland Park, New Mexico;
Sport of Kings located at 365 Convention Center Drive, Las Vegas, Nevada;
A 1988 Mercedes;
Forty percent (40%) interest in Eric Nelson Auctioneering, 4285 South Polaris Avenue, Las Vegas, Nevada;
One hundred percent (100%) interest in Casino Gaming International, LTD., 4285 South Polaris Avenue, Las Vegas, Nevada; and
Twenty five percent (25%) interest in Polk Landing.

THE COURT FURTHER FINDS that Schedule B of the Separate Property Agreement contemporaneously established the Lynita S. Nelson Separate Property Trust and named Mrs. Nelson as trustor. The trust included interest in:

FRANK R SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

A Continental National Bank account;
Six (6) Silver State Schools Federal Credit Union accounts;
An American Bank of Commerce account;
7065 Palmyra Avenue, Las Vegas, Nevada;
8558 East Indian School Road, Number J, Scottsdale, Arizona;
Ten (10) acres on West Flamingo Road, Las Vegas, Nevada;
1167 Pine Ridge Drive, Panguitch, Utah;
749 West Main Street, Mesa, Arizona;
1618 East Bell Road, Phoenix, Arizona;
727 Hartford Avenue, Number 178, Phoenix, Arizona;
4285 Polaris Avenue, Las Vegas, Nevada;
Metropolitan Mortgage & Security Co., Inc., West 929 Sprague Avenue Spokane, Washington;
Apirade Bumpus, 5215 South 39th Street, Phoenix, Arizona;
Pool Hall Sycamore, 749 West Main Street, Mesa, Arizona;
A Beneficial Life Insurance policy; and
A 1992 van

THE COURT FURTHER FINDS that on May 30, 2001, the Eric L. Nelson Nevada Trust (hereinafter "ELN Trust") was created under the advice and counsel of Jeffrey L. Burr, Esq., who prepared the trust documents.

THE COURT FURTHER FINDS that the ELN Trust was established as a self-settled spendthrift trust in accordance with NRS 166.020. [1]

THE COURT FURTHER FINDS that all of the assets and interest held by the Eric L. Nelson Separate Property Trust were transferred or assigned to the ELN Trust.

THE COURT FURTHER FINDS that on May 30, 2001, the Lynita S. Nelson Nevada Trust (hereinafter "LSN Trust") was created under the advice and counsel of Jeffrey L. Burr, Esq., who prepared the trust documents.

THE COURT FURTHER FINDS that the LSN Trust was established as a self-settled spendthrift trust in accordance with NRS 166.020.

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[1] NRS 166.020 defines a spendthrift trust as "at trust in which by the terms thereof a valid restraint on the voluntary and involuntary transfer of the interest of the beneficiary is imposed. See, NRS 166.020.

FRANK R SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT FURTHER FINDS that all of the assets and interest held by the Lynita S. Nelson Separate Property Trust were transferred or assigned to the LSN Trust.

THE COURT FURTHER FINDS that while the parties may differ as to the reason why the trusts were created, the effect of a spendthrift trust is to prevent creditors from reaching the principle or corpus of the trust unless said creditor is known at the time in which an asset is transferred to the trust and the creditor brings an action no more than two years after the transfer occurs or no more than 6 months after the creditor discovers or reasonably should have discovered the transfer, whichever occurs latest.[2]

THE COURT FURTHER FINDS that while spendthrift trusts have been utilized for decades; Nevada is one of the few states that recognize self-settled spendthrift trusts. The legislature approved the creation of spendthrift trusts in 1999 and it is certainly not the purpose of this Court to challenge the merits of spendthrift trusts.

THE COURT FURTHER FINDS that the testimony of the parties clearly established that the intent of creating the spendthrift trusts was to provide maximum protection from creditors and was not intended to be a property settlement in the event that the parties divorced.

THE COURT FURTHER FINDS that throughout the history of the Trusts, there were significant transfers of property and loans primarily from the LSN Trust to the ELN Trust. Such evidence corroborates Mrs. Nelson's testimony that the purpose of the two Trusts was to allow for the ELN Trust to invest in gaming and other risky ventures, while the LSN Trust would maintain the unencumbered assets free and clear from the reach of creditors in order to provide the family with stable and reliable support should the risky ventures fail.

. . .

[2] NRS 166.170(1)

FRANK R SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT FURTHER FINDS that, due to Mrs. Nelson's complete faith in and total support of her husband, Mr. Nelson had unfettered access to the LSN Trust to regularly transfer assets from the LSN Trust to the ELN Trust to infuse cash and other assets to fund its gaming and other risky investment ventures.

THE COURT FURTHER FINDS that on numerous occasions during these proceedings, Mr. Nelson indicated that the ELN Trust and LSN Trust both held assets that were indeed considered by the parties to be community property.

THE COURT FURTHER FINDS that during the first phase of trial held in August 2010, Mr. Nelson was questioned ad nauseam by both his former attorney, Mr. James Jimmerson, and by Mrs. Nelson's attorney, Mr. Dickerson, about his role as the primary wage earner for the family.

THE COURT FURTHER FINDS that on direct examination, when asked what he had done to earn a living following obtaining his real estate license in 1990, Mr. Nelson's lengthy response included:

> "So that's my primary focus is managing all my assets and Lynita's assets so we manage our *community assets*, and that's where our primary revenue is driven (emphasis added)."

THE COURT FURTHER FINDS that upon further direct examination, when asked why the ELN and LSN Trusts were created, Mr. Nelson responded:

> "In the event that something happened to me, I didn't have to carry life insurance. I would put safe assets into her property in her assets for her and the kids. My assets were much more volatile, much more -- I would say daring; casino properties, zoning properties, partners properties, so we maintained this and these —— all these trusts were designed and set up by Jeff Burr. Jeff Burr is an excellent attorney and so I felt comfortable. This protected Lynita and her children and it gave me the flexibility because I do a lot of tax scenarios, to protect her and the kids and me and **we could level off yearly by putting assets in her trust or my trust depending on the transaction and protect -- the basic bottom line is to protect her** (emphasis added)."

FRANK R SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT FURTHER FINDS that upon further examination by Attorney Jimmerson inquiring about the status of a rental property located on Lindell Road, Mr. Nelson's response was:

> "Well, we don't pay rent because we're managing all the assets, so I don't pay myself to pay Lynita because we — it's all *community* (emphasis added)."

THE COURT FURTHER FINDS that during cross-examination on October 19, 2010, Mr. Nelson was questioned as to why he closed his auctioning company and his response was:

> "I was under water these businesses. And for business purposes and to -- to set -- to save as much in our *community* estate, I was forced to lay people off, generate cash flow so Lynita would have the cash flow from these properties in the future (emphasis added)."

THE COURT FURTHER FINDS that throughout Mr. Nelson's aforementioned testimony, he either expressly stated that his actions were intended to benefit his and Mrs. Nelson's community estate or made reference to the community.

THE COURT FURTHER FINDS that it heard testimony from Mr. Nelson over several days during the months of August 2010, September 2010 and October 2010, in which Mr. Nelson's testimony clearly categorized the ELN Trust and LSN Trust's property as community property.

THE COURT FURTHER FINDS that Mr. Nelson's sworn testimony corroborates Mrs. Nelson's claim that Mr. Nelson informed her throughout the marriage that the assets accumulated in both the ELN Trust and LSN Trust were for the betterment of their family unit, and, thus, the community.

THE COURT FURTHER FINDS Attorney Burr's testimony corroborated the fact that the purpose of creating the spendthrift trusts was to "supercharge" the protection afforded against creditors and was not intended to be a property settlement.

. . .

THE COURT FURTHER FINDS that Attorney Burr testified that he discussed and suggested that the Nelsons periodically transfer properties between the two trusts to ensure that their respective values remained equal.

THE COURT FURTHER FINDS that Attorney Burr further testified that the values of the respective trust could be equalized through gifting and even created a gifting form for the parties to use to make gifts between the trusts.

THE COURT FURTHER FINDS that the Minutes from a Trust Meeting, dated November 20, 2004, reflected that all Mississippi property and Las Vegas property owned by the ELN Trust was transferred to the LSN trust as final payment on the 2002 loans from the LSN to the ELN Trust and to "***level off the trusts***" (emphasis added).

THE COURT FURTHER FINDS that the evidence adduced at trial clearly established the parties intended to maintain an equitable allocation of the assets between the ELN Trust and the LSN Trust.

Fiduciary Duty

THE COURT FURTHER FINDS that the Nevada Supreme Court has articulated that a fiduciary relationship exists between husbands and wives, and that includes a duty to "disclose pertinent assets and factors relating to those assets." *Williams v. Waldman,* 108 Nev. 466, 472 (1992).

THE COURT FURTHER FINDS that Mr. Nelson owed a duty to his spouse, Mrs. Nelson, to disclose all pertinent factors relating to the numerous transfers of the assets from the LSN Trust to the ELN Trust.

. . .

. . .

THE COURT FURTHER FINDS that Mrs. Nelson credibly testified that on numerous occasions, Mr. Nelson requested that she sign documentation relating to the transfer of LSN Trust assets to the ELN Trust. Mrs. Nelson further stated that she rarely questioned Mr. Nelson regarding these matters for two reasons: (1) Mr. Nelson would become upset if she asked questions due to his controlling nature concerning business and property transactions; and (2) she trusted him as her husband and adviser.

THE COURT FURTHER FINDS that Mr. Nelson's behavior during the course of these extended proceedings, as discussed in detail hereinafter, corroborates Mrs. Nelson's assertions that Mr. Nelson exercises unquestioned authority over property and other business ventures and loses control of his emotions when someone questions his authority.

THE COURT FURTHER FINDS that the evidence clearly established that Mr. Nelson did not regularly discuss the factors relating to the numerous transfers of the assets from the LSN Trust to the ELN Trust with Mrs. Nelson, and, therefore, violated his fiduciary duty to his spouse.

THE COURT FURTHER FINDS that NRS 163.554 defines a fiduciary as a trustee…or any other person, including an investment trust adviser, which is acting in a *fiduciary capacity* for any person, trust or estate. <u>See</u>, NRS 163.554 (emphasis added).

THE COURT FURTHER FINDS that NRS 163.5557 defines an investment trust adviser as a person, appointed by an instrument, to act in regard to investment decisions. NRS 163.5557 further states:

> 2. An investment trust adviser may exercise the powers provided to the investment trust adviser in the instrument in the best interests of the trust. **The powers exercised by an investment trust adviser are at the sole discretion of the investment trust adviser and are binding on all other persons**. The powers granted to an investment trust adviser may include, without limitation, the power to:

FRANK R SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

(a) Direct the trustee with respect to the retention, purchase, sale or encumbrance of trust property and the investment and reinvestment of principal and income of the trust.
(b) Vote proxies for securities held in trust.
(c) Select one or more investment advisers, managers or counselors, including the trustee, and delegate to such persons any of the powers of the investment trust adviser.

See, NRS 163.5557 (emphasis added).

THE COURT FURTHER FINDS that Mr. Nelson continuously testified as to his role as the investment trustee for both trusts, specifically testifying during cross examination on September 1, 2010, as follows:

Q. Now you're the one that put title to those parcels that we've talked about in the name of Dynasty, Bal Harbor, Emerald Bay, Bay Harbor Beach Resorts and (indiscernible) Financial Partnerships. Is that correct?

A. I believe so, yes.

Q. And you're the one that also put title in the name of -- all the remaining lots in the name of LSN Nevada Trust. Is that true?

A. Yes, sir.

THE COURT FURTHER FINDS that during his September 1st cross-examination, Mr. Nelson also testified as to the assets located in Mississippi as follows:

Q. The height of the market was 18 months ago according to your testimony?

A. No, no. But I'm just saying we could have -- the this lawsuit's been pending for a while, sir. We did these deeds mistake -- if you can -- if you reference back to it, it shows -- shows Dynas -- it's my --

Q. Exhibit -- the Exhibit for the --

A. -- company. It shows Eric Nelson. That's my company. We put them into Lynita's for community protection, and she would not cooperate.

Q. You put them --

A. Yes, sir.

Q. -- into Lynita's?

A. Yes, sir --

Q. All right. Sir --

A. -- for *co* -- *unity wealth* (emphasis added).

THE COURT FURTHER FINDS that while the LSN Trust documents expressly named Mrs. Nelson as investment trust adviser, the evidence clearly established that Mr. Nelson exercised a pattern of continuous, unchallenged investment and property-transfer decisions for both the ELN and the LSN Trusts, thereby illustrating that Mr. Nelson acted as the investment trust adviser of the LSN Trust from its inception.

THE COURT FURTHER FINDS that the testimony of both parties clearly shows that, pursuant to NRS 163.5557(2)(c), Mrs. Nelson delegated the duties of investment trustee to her husband, Mr. Nelson.

THE COURT FURTHER FINDS that as the delegated investment trustee for the LSN Trust, Mr. Nelson acted in a fiduciary capacity for Mrs. Nelson.[3] Therefore, Mr. Nelson had a duty to "disclose pertinent assets and factors relating to those assets".[4]

THE COURT FURTHER FINDS that, despite serving as the delegated investment trustee for the LSN Trust, Mr. Nelson did not regularly discuss the pertinent factors relating to the transfer of the assets from the LSN Trust to the ELN Trust, and, as such, violated the fiduciary duty he owed to Mrs. Nelson and to the LSN Trust as the delegated investment trustee to the LSN Trust.

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[3] NRS 163.554.
[4] *Williams v. Waldman*, 108 Nev. 466, 472 (1992).

FRANK R SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT FURTHER FINDS that Mr. Nelson, in his dual role as a spouse and as the delegated investment trustee for the LSN Trust, violated the fiduciary duties owed to Mrs. Nelson and the LSN Trust.

Constructive Trust

THE COURT FURTHER FINDS that Mr. Nelson's activities as the delegated investment trustee for the LSN Trust in which he transferred numerous properties and assets from the LSN Trust to the ELN Trust, unjustly resulted in the ELN Trust obtaining title to certain properties that the LSN Trust formerly held.

THE COURT FURTHER FINDS that a legal remedy available to rectify this unjust result is the Court's imposition of a constructive trust. The basic objective of a constructive trust is to recognize and protect an innocent party's property rights. Constructive trusts are grounded in the concept of equity. *Cummings v. Tinkle*, 91 Nev. 548, 550 (1975).

THE COURT FURTHER FINDS that the Nevada Supreme Court has held that a constructive trust is proper when "(1) a confidential relationship exists between the parties; (2) retention of legal title by the holder thereof against another would be inequitable; and (3) the existence of such a trust is essential to the effectuation of justice." *Locken v. Locken*, 98 Nev. 369, 372 (1982).

THE COURT FURTHER FINDS that in *Locken*, the Nevada Supreme Court found that an oral agreement bound a son to convey land to his father, as the father was to make certain improvements to the land. The Court found that even though the father completed an affidavit claiming no interest in the land, this act did not preclude him from enforcing the oral agreement. *Id.*, at 373.

THE COURT FURTHER FINDS that the *Locken* court found that the imposition of a constructive trust does not violate the statute of frauds as NRS 111.025 states:

> 1. No estate or interest in lands…nor any trust or power over or concerning lands, or in any manner relating thereto, shall be created, granted, assigned, surrendered or declared after December 2, 1861, unless by act or operation of law, or by deed or conveyance, in writing, subscribed by the party creating, granting, assigning, surrendering or declaring the same, or by the party's lawful agent thereunto authorized in writing.
>
> 2. Subsection 1 shall not be construed to affect in any manner the power of a testator in the disposition of the testator's real property by a last will and testament, **nor to prevent any trust from arising or being extinguished by implication or operation of law.**
>
> See, NRS 111.025 (Emphasis added).

THE COURT FURTHER FINDS that NRS 111.025(2) creates an exception to the statute of frauds that allows for the creation of a constructive trust to remedy or prevent the type of injustice that the statute seeks to prevent.

THE COURT FURTHER FINDS that in this case, we clearly have a confidential relationship as the two parties were married at the time of the transfers. In addition, Mr. Nelson acted as the investment trustee for the LSN Trust, which effectively created another confidential relationship between him and Mrs. Nelson as she is the beneficiary of the LSN Trust.

THE COURT FURTHER FINDS that while Mr. Nelson argues that no confidential relationship existed between Mrs. Nelson and the ELN Trust, a confidential relationship clearly existed between Mrs. Nelson and Mr. Nelson, who, as the beneficiary of the ELN Trust, benefits greatly from the ELN Trust's acquisition and accumulation of properties.

. . .

THE COURT FURTHER FINDS that the ELN Trust's retention of title to properties that the LSN Trust previously held would be inequitable and would result in an unjust enrichment of the ELN Trust to the financial benefit of Mr. Nelson and to the financial detriment of the LSN Trust and Mrs. Nelson.

THE COURT FURTHER FINDS that Mrs. Nelson, as a faithful and supporting spouse of thirty years, had no reason to question Mr. Nelson regarding the true nature of the assets that he transferred from the LSN Trust to the ELN Trust.

THE COURT FURTHER FINDS that Mr. Nelson argues that the imposition of a constructive trust is barred in this instance because Mrs. Nelson benefitted from the creation and implementation of the trust and cites the Nevada Supreme Court ruling in *DeLee v. Roggen*, to support his argument. 111 Nev. 1453 (1995).

THE COURT FURTHER FINDS that in *DeLee*, the party seeking the imposition of the constructive trust made no immediate demands because he knew that his debtors would lay claim to the property. The court found that a constructive trust was not warranted because the creation of the trust was not necessary to effectuate justice. Id., at 1457.

THE COURT FURTHER FINDS that unlike *DeLee*, Mrs. Nelson made no demand for the property because Mr. Nelson assured her that he managed the assets in the trusts for the benefit of the community. Consequently, Mrs. Nelson did not have notice that the LSN Trust should reclaim the property.

THE COURT FURTHER FINDS that while Mr. Nelson acted as the investment trustee for both the ELN and LSN Trust respectively, the properties never effectively left the community. Consequently, Mrs. Nelson never thought that she needed to recover the properties on behalf of the LSN Trust. Mrs. Nelson was not advised that she was not entitled to

FRANK R. SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

the benefit of the assets transferred from the LSN Trust to the ELN Trust under the direction of Mr. Nelson until the ELN Trust joined the case as a necessary party.

THE COURT FURTHER FINDS that allowing the ELN Trust to acquire property from the LSN Trust under the guise that these property transfers benefitted the community, effectively deprives Mrs. Nelson of the benefit of those assets as beneficiary under the LSN Trust, and will ultimately result in Mr. Nelson, as beneficiary of the ELN Trust, being unjustly enriched at the expense of Mrs. Nelson.

THE COURT FURTHER FINDS that, as addressed in detail below, the Court will impose a constructive trust on the following assets: (1) 5220 East Russell Road Property; (2) 3611 Lindell Road.

THE COURT FURTHER FINDS that as to the Russell Road property, according to the report prepared by Larry Bertsch, the court-appointed forensic accountant, Mr. Nelson, as the investment trustee for the LSN Trust, purchased the property at 5220 E. Russell Road on November 11, 1999, for $855,945. Mr. Nelson's brother, Cal Nelson, made a down payment of $20,000 and became a 50% owner of the Russell Road Property despite this paltry contribution.[5] Cal Nelson and Mrs. Nelson later formed CJE&L, LLC, which rented this property to Cal's Blue Water Marine. Shortly thereafter, CJE&L, LLC obtained a $3,100,000 loan for the purpose of constructing a building for Cal's Blue Water Marine.[6]

THE COURT FURTHER FINDS that in 2004, Mrs. Nelson signed a guarantee on the flooring contract for Cal's Blue Water Marine. She subsequently withdrew her guarantee and the LSN Trust forfeited its interest in the property to Cal Nelson. While Mr. Nelson argues that the release of Mrs. Nelson as guarantor could be consideration, the flooring contract was never

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[5] Mr. Nelson testified that Cal Nelson also assumed a $160,000 liability arising from a transaction by Mr. Nelson involving a Las Vegas Casino.
[6] Defendant's Exhibit GGGGG

FRANK R SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

produced at trial and no value was ever assigned as to Mrs. Nelson's liability. Furthermore, the Declaration of Value for Tax Purposes indicates that it was exempted from taxation due to being a "transfer without consideration for being transferred to or from a trust."[7] As such, the alleged consideration was never established and appears to be illusory, and, accordingly, the LSN Trust received no compensation from the Russell Road transaction.[8]

THE COURT FURTHER FINDS that in February 2010, Mr. Nelson purchased a 65% interest in the Russell Road property, with Cal Nelson retaining a 35% interest in the property.

THE COURT FURTHER FINDS that on May 27, 2011, the Russell Road property was sold for $6,500,000. As part of the sale, Mr. Nelson testified that the ELN Trust made a $300,000 loan to the purchaser for improvements to the property, however, a first note/deed was placed in the name of Julie Brown in the amount $300,000 for such property improvement loan. Due to the ambiguity as to who is entitled to repayment of the $300,000 loan (ELN Trust or Julie Brown), the Court is not inclined at this time to include such loan into the calculation as to the ELN Trust's interest in the property.

THE COURT FURTHER FINDS that a second note/deed was placed on the Russell Road property in the amount of $295,000 to recapture all back rents and taxes.

THE COURT FURTHER FINDS that through a series of notes/deeds, the ELN Trust is currently entitled to 66.67% of the $6,500,000 purchase price and 66.67% of the $295,000 note/deed for rents and taxes. Therefore, the ELN Trust and Mr. Nelson are entitled to proceeds in the amount of $4,530,227 ($4,333,550 + $196,677) from the Russell Road property transaction.[9]

. . .

[7] Defendant's Exhibit UUUU
[8] Id.
[9] Defendant's Exhibit GGGG.

FRANK R SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT FURTHER FINDS that because the LSN Trust was not compensated for transferring its interest in Russell Road, under the advice and direction of Mr. Nelson, it would be inequitable to allow the ELN Trust to retain its full 66.67% interest in the property to the detriment of the LSN Trust. Therefore, the Court hereby imposes a constructive trust over half of the ELN Trust 66.67% ownership interest in the Russell Road property on behalf of the LSN Trust. As such, the LSN Trust is entitled to a 50% interest of the ELN Trust's 66.67% ownership interest, resulting in the LSN Trust effectively receiving an overall one-third interest in the Russell Road property with a value of $2,265,113.50 ($4,333,550 + $196,677 x 1/2).

THE COURT FURTHER FINDS that as to the 3611 Lindell property, on August 22, 2001, the entire interest in the property was transferred to the LSN trust from Mrs. Nelson's 1993 revocable trust.

THE COURT FURTHER FINDS that on March 22, 2007, a 50% interest in the Lindell property was transferred to the ELN Trust at the direction of Mr. Nelson without any compensation to the LSN Trust. Review of the Grant, Bargain, Sale Deed allegedly executed by Mrs. Nelson on said date clearly reflects a signature not consistent with Mrs. Nelson's signature when compared to the numerous documents signed by Mrs. Nelson and submitted to this Court. As such, the validity of the transfer of the 50% interest of the LSN Trust to the ELN Trust is seriously questioned.[10]

THE COURT FURTHER FINDS that while Mr. Gerety testified that consideration for the 50% interest being transferred to the ELN Trust was the transfer of the Mississippi property to the LSN, the court did not find such testimony credible as it appears that the transfer of the Mississippi property occurred in 2004, whereas, the Lindell transfer to the ELN Trust was in 2007. In addition, the testimony was not clear as to which Mississippi properties were involved

[10] Defendant's Exhibit PPPP.

FRANK R. SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

in the alleged transfer and no credible testimony as to the value of the Mississippi property was presented. Accordingly, any alleged consideration for the transfer of the 50% interest in the Lindell property from the LSN Trust to the ELN Trust is illusory.

THE COURT FURTHER FINDS that because the LSN Trust was not compensated for transferring a 50% interest in the Lindell property to the ELN Trust, under the advice and direction of Mr. Nelson, it would inequitable to allow the ELN Trust to retain a 50% interest in the property.

THE COURT FURTHER FINDS that the Court imposes a constructive trust over the ELN Trust's 50% interest in the Lindell property; therefore, the LSN Trust is entitled to 100% interest in the Lindell property, with an appraised value of $1,145,000.

Unjust Enrichment

THE COURT FURTHER FINDS that to allow the ELN Trust to retain the benefits from the sale of the High County Inn, which will be addressed hereinafter, to the detriment of the LSN Trust, would result in the unjust enrichment of the ELN Trust at the expense of the LSN Trust.

THE COURT FURTHER FINDS that on January 11, 2000, the High Country Inn was initially purchased by Mrs. Nelson's Revocable 1993 Trust.[11] While multiple transfer deeds were executed with related parties (e.g. Grotta Financial Partnership, Frank Soris) at the direction of Mr. Nelson, the LSN Trust owned the High Country Inn. On January 18, 2007, Mr. Nelson, as investment trustee for both the ELN Trust and the LSN Trust, was the sole orchestrator of the transfer of the High Country Inn from the LSN Trust to the ELN Trust.

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[11] The Nelson Trust would later transfer its interest in the High Country Inn to the LSN Trust on 5/30/01.

FRANK R SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT FURTHER FINDS that on January 19, 2007, the ELN Trust sold the High Country Inn for $1,240,000 to Wyoming Lodging, LLC, with the proceeds from the sale being placed directly into the bank account of ELN Trust,[12] without any compensation being paid to the LSN Trust.

THE COURT FURTHER FINDS that in a fashion similar to the Russell Road transaction, the ELN Trust provided no consideration to the LSN Trust. Further, it is quite apparent that Mr. Nelson never intended to compensate the LSN Trust as evidenced by Mr. Nelson's 2007 Tax Return Form, which listed both the sale of "Wyoming Hotel" (High Country Inn) and "Wyoming OTB" (Off Track Betting) on his Form 1040 Schedule D.[13]

THE COURT FURTHER FINDS that allowing the ELN Trust to retain the benefit of the proceeds from the sale of the High Country Inn would be unjust, and, accordingly, the LSN Trust is entitled to just compensation. As such, an amount equal to the proceeds from the sale, or in the alternative, property with comparable value, should be transferred to the LSN Trust to avoid the ELN Trust from being unjustly enriched.

THE COURT FURTHER FINDS that Mr. Nelson created Banone, LLC on November 15, 2007, the same year that he sold High Country Inn.[14] The Operating Agreement lists the ELN Trust as the Initial Sole Member of the company, meaning that Banone, LLC is an asset of the ELN Trust and that all benefits received from the managing of this company are conferred to Mr. Nelson, as beneficiary of the ELN Trust.

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[12] On January 24, 2007, Uinta Title & Insurance wired proceeds in the total amount of $1,947,153.37 ($1,240,000 for High Country Inn and $760,000 for the Off Track Betting Rights) to the ELN Trust's bank account.
[13] Defendant's Exhibit NNNN.
[14] Plaintiff's Exhibit 10K.

FRANK R SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT FURTHER FINDS that Banone, LLC, currently holds seventeen Nevada properties worth $1,184,236.[15]

THE COURT FURTHER FINDS that equity and justice demands that the LSN Trust receive just compensation in the amount of $1,200,000 for the sale of the High Country Inn in order to avoid the ELN Trust from being unjustly enriched, and, therefore, the LSN Trust should be awarded the Banone, LLC, properties held by ELN Trust, with a comparable value of $1,184,236.

THE COURT FURTHER FINDS that there were additional transfers from the LSN Trust to the ELN Trust, without just compensation, which financially benefitted the ELN Trust to the detriment of the LSN Trust, specifically regarding the Tierra del Sol property, Tropicana/Albertson property and the Brianhead cabin.

THE COURT FURTHER FINDS that as to the Tierra del Sol property, the entire interest in the property was initially held in Mrs. Nelson's Revocable Trust and was subsequently transferred to the LSN Trust on or about October 18, 2001.

THE COURT FURTHER FINDS that the Tierra del Sol property was sold in August 5, 2005, for $4,800,000. Out of the proceeds from the first installment payment, Mr. Nelson had a check issued from the LSN Trust account in the amount of $677,717.48 in payment of a line of credit incurred by Mr. Nelson against the Palmyra residence, which was solely owned by the LSN Trust. From the proceeds for the second installment payment, the ELN Trust received proceeds in the amount of $1,460,190.58. As such, the ELN Trust received proceeds from the sale of the Tierra del Sol property despite having no ownership interest in the property.

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[15] Defendant's Exhibit GGGGG.

FRANK R. SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT FURTHER FINDS that while Mr. Gerety testified that the ELN Trust paid federal taxes in the amount of $509,400 and Arizona taxes in the amount $139,240 for a total of $648,640 on behalf of the LSN Trust from the proceeds received by the ELN Trust from the sale of the Tierra del Sol property, that would still leave over $800,000 that the ELN Trust received despite having no ownership interest in the Tierra del Sol property.

THE COURT FURTHER FINDS that as to the Tropicana/Albertson's property, the ELN Trust transferred a 50% interest in the property to the LSN Trust in November of 2004 in consideration of an $850,000 loan to the ELN Trust from the LSN Trust.

THE COURT FURTHER FINDS that Minutes dated November 20, 2004, reflected that all Mississippi property and Las Vegas property owned by the ELN Trust was transferred to the LSN trust as final payment on the 2002 loans from the LSN to the ELN Trust and to "level off the trusts." It must be noted that in November of 2004 the only Las Vegas property owned by the ELN Trust was the Tropicana/Albertson property.

THE COURT FURTHER FINDS that in 2007, Mr. Nelson had the LSN Trust deed back the Tropicana/Albertson property to the ELN Trust, without compensation, and then sold the property the same day, resulting in the ELN Trust receiving all the proceeds from the sale of the property in the amount of $966,780.23.

THE COURT FURTHER FINDS that as to the Brianhead cabin, the entire interest was held by the LSN Trust.

THE COURT FURTHER FINDS that on May 22, 2007, a 50% interest in the Brianhead cabin was transferred to the ELN Trust at the direction of Mr. Nelson without any compensation to the LSN Trust.

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THE COURT FURTHER FINDS that while Mr. Gerety testified that consideration for the 50% interest in the Brianhead cabin being transferred to the ELN Trust was the transfer of the Mississippi property to the LSN, the court did not find such testimony credible as it appears that the transfer of the Mississippi property occurred in 2004, whereas, the Brianhead cabin transfer to the ELN Trust was in 2007. In addition, the testimony was not clear as to which Mississippi properties were involved in the alleged transfer and no credible testimony as to the value of the Mississippi property was presented. Accordingly, any alleged consideration for the transfer of the 50% interest in the Brianhead cabin property from the LSN Trust to the ELN Trust is illusory.

THE COURT FURTHER FINDS that the transfers from the LSN Trust to the ELN Trust regarding the Tierra del Sol property, the Tropicana/Albertson property and the Brianhead cabin all financially benefitted the ELN Trust to the financial detriment of the LSN Trust.

THE COURT FURTHER FINDS that throughout the history of the Trusts, there were significant loans from the LSN Trust to the ELN Trust, specifically: $172,293.80 loan in May of 2002; $700,000 loan in October of 2003; $250,000 loan in December of 2005 which resulted in a total amount of $576,000 being borrowed by the ELN Trust from the LSN Trust in 2005.

THE COURT FURTHER FINDS that while testimony was presented regarding repayments of the numerous loans via cash and property transfers, the Court was troubled by the fact that the loans were always going from the LSN Trust to the ELN Trust and further troubled by the fact that the evidence failed to satisfactorily establish that all of the loans were in fact paid in full.

FRANK R SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT FURTHER FINDS that the evidence clearly established that Mr. Nelson exhibited a course of conduct in which he had significant property transferred, including loans, from the LSN Trust to the ELN Trust which benefited the ELN Trust to the detriment of the LSN Trust, and, as such, justice and equity demands that the LSN Trust receive compensation to avoid such unjust enrichment on the part of the ELN Trust.

Credibility

THE COURT FURTHER FINDS that during the first six days of trial held in 2010, Mr. Nelson repeatedly testified that the actions he took were on behalf of the community and that the ELN Trust and LSN Trust were part of the community.

THE COURT FURTHER FINDS that during the last several weeks of trial in 2012, Mr. Nelson changed his testimony to reflect his new position that the ELN Trust and the LSN Trust were not part of the community and were the separate property of the respective trusts.

THE COURT FURTHER FINDS that Mr. Nelson failed to answer questions in a direct and forthright manner throughout the course of the proceedings.

THE COURT FURTHER FINDS that Mr. Nelson argued in the Motion to Dissolve Injunction requesting the release of $1,568,000, which the Court had ordered be placed in a blocked trust account and enjoined from being released, that the ELN Trust "has an opportunity to purchase Wyoming Racing LLC, a horse racing track and RV park, for $440,000.00; however, the ELN will be unable to do so unless the Injunction is dissolved."

THE COURT FURTHER FINDS that despite the Court's denial of the request to dissolve the injunction, the ELN Trust via Dynasty Development Group, LLC, completed the transaction and reacquired Wyoming Downs at a purchase price of $440,000. The completion of the purchase, without the dissolution of the injunction, evinced that Mr. Nelson misstated the ELN Trust's financial position, or at the very least was less than truthful with this Court.

THE COURT FURTHER FINDS that it should be noted that in an attempt to circumvent this Court's injunction regarding the $1,568,000, Mr. Nelson had a Bankruptcy Petition filed in the United States Bankruptcy Court, District of Nevada, on behalf of the Dynasty Development Group, LLC, requesting that the $1,568,000 be deemed property of the Debtor's bankruptcy estate; however, the bankruptcy court found that this Court had exclusive jurisdiction over the $1,568,000 and could make whatever disposition of the funds without regard to the Debtor's bankruptcy filing.

THE COURT FURTHER FINDS that based upon Mr. Nelson's change of testimony under oath, his repeated failure to answer questions in a direct and forthright manner, his less that candid testimony regarding the necessity of dissolving the injunction in order to purchase the Wyoming race track and RV park, and his attempt to circumvent the injunction issued by this Court clearly reflect that Mr. Nelson lacks credibility.

THE COURT FURTHER FINDS that United States Bankruptcy Judge, Neil P. Olack, of the Southern District of Mississippi, cited similar concerns as to Mr. Nelson's credibility during a bankruptcy proceeding held on June 24, 2011, regarding Dynasty Development Group, LLC. Specifically, Judge Olack noted that as a witness, Mr. Nelson simply lacked credibility in that he failed to provide direct answers to straight forward questions, which gave the clear impression that he was being less than forthcoming in his responses.[16]

[16] Defendant's Exhibit QQQQQ.

FRANK R SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT FURTHER FINDS that Bankruptcy Judge Olack found that the evidence showed that Mr. Nelson depleted the assets of Dynasty on the eve of its bankruptcy filing in three separate transfers, and, subsequently, dismissed the Bankruptcy Petition.[17]

THE COURT FURTHER FINDS that Mr. Nelson's behavior and conduct during the course of these proceedings has been deplorable. This Court has observed Mr. Nelson angrily bursting from the courtroom following hearings.

THE COURT FURTHER FINDS that Mr. Nelson has repeatedly exhibited inappropriate conduct towards opposing counsel, Mr. Dickerson, including, cursing at him, leaving vulgar voice messages on his office phone and challenging him to a fight in the parking lot of his office.

THE COURT FURTHER FINDS that Mr. Nelson's deplorable behavior also included an open and deliberate violation of the Joint Preliminary Injunction that has been in place since May 18, 2009. On 12/28/2009, Mr. Nelson purchased the Bella Kathryn property and subsequently purchased the adjoining lot on 8/11/2010. Currently, with improvements to the properties factored in, a total of $1,839,495 has been spent on the Bella Kathryn property.

THE COURT FURTHER FINDS that Mr. Nelson was living in the Harbor Hills residence upon his separation from Mrs. Nelson and could have remained there indefinitely pending the conclusion of these proceedings, however, he chose to purchase the Bella Kathryn residence in violation of the JPI simply because he wanted a residence comparable to the marital residence located on Palmyra.

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[17] Defendant's Exhibit QQQQQ.

FRANK R. SULLIVAN
DISTRICT JUDGE

FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT FURTHER FINDS that due to Mr. Nelson's willful and deliberate violation of the JPI, the Bella Kathryn property will be valued at its "costs" in the amount of $1,839,495 and not at its appraised value of $925,000 as a sanction for Mr. Nelson's contemptuous behavior.

THE COURT FURTHER FINDS that as to Mr. Daniel Gerety, who testified as an expert witness on behalf of the ELN Trust and Mr. Nelson, he based his report solely on information and documentation provided to him by Mr. Nelson. It appears that Mr. Gerety made no effort to engage Mrs. Nelson or her counsel in the process. In the Understanding of Facts section of his report, Mr. Gerety repeatedly used the phrases "I have been told" or "I am advised".[18] Since Mr. Gerety considered statements from Mr. Nelson and others who were in support of Mr. Nelson, an impartial protocol would dictate that he obtain statements from Mrs. Nelson and her counsel in order to have a full and complete framework to fairly address the issues at hand.

THE COURT FURTHER FINDS that Mr. Gerety has maintained a financially beneficial relationship with Mr. Nelson dating back to 1998. This relationship, which has netted Mr. Gerety many thousands of dollars in the past and is likely to continue to do so in the future, calls in question his impartiality.

THE COURT FURTHER FINDS that while Mr. Gerety submitted documentation allegedly outlining every transaction made by the ELN Trust from its inception through September 2011, and "tracing" the source of funds used to establish Banone, LLC, this Court found that Mr. Gerety's testimony was not reliable, and, as such, the Court found it to be of little probative value.

[18] Intervenor's Exhibit 168.

FRANK R SULLIVAN
DISTRICT JUDGE

FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT FURTHER FINDS that as to Rochelle McGowan, she has had an employment relationship with Mr. Nelson dating back to 2001, and was the person primarily responsible for regularly notarizing various documents executed by Mr. and Mrs. Nelson on behalf of the ELN Trust and LSN Trust, respectively.

THE COURT FURTHER FINDS that it was the regular practice for Mr. Nelson to bring documents home for Mrs. Nelson's execution and to return the documents the following day to be notarized by Ms. McGowan.

THE COURT FURTHER FINDS that the testimony of Ms. McGowan indicating that she would contact Mrs. Nelson prior to the notarization of her signature is not credible as the Court finds it difficult to believe that Ms. McGowan would actually contact Mrs. Nelson directly every time prior to notarizing the documents.

Lack of Trust Formalities

THE COURT FURTHER FINDS that the formalities outlined within the ELN Trust and the LSN Trust were not sufficiently and consistently followed. Article eleven, section 11.3, of both trusts provides that Attorney Burr, as Trust Consultant, shall have the right to remove any trustee, with the exception of Mr. Nelson and Mrs. Nelson, provided that he gives the current trustee ten days written notice of their removal.

THE COURT FURTHER FINDS that Attorney Burr testified that on February 22, 2007, at Mr. Nelson's request, he removed Mr. Nelson's employee, Lana Martin, as Distribution Trustee of both the ELN Trust and the LSN Trust and appointed Mr. Nelson's sister, Nola Harber, as the new Distribution Trustee for both trusts. Attorney Burr further testified that he did not provide Ms. Martin with ten days notice as specified in the trusts documents. In June 2011, at Mr. Nelson's request, Attorney Burr once again replaced the

Distribution Trustee for the ELN Trust, without providing ten days notice, by replacing Nola Harber with Lana Martin.

THE COURT FURTHER FINDS that the ELN Trust and LSN Trust documents require that a meeting of the majority of the trustees be held prior to any distribution of trust income or principal. During the meetings, the trustees must discuss the advisability of making distributions to the ELN Trust Trustor, Mr. Nelson, and the LSN Trust Trustor, Mrs. Nelson. At that time, a vote must take place and the Distribution Trustee must provide an affirmative vote.

THE COURT FURTHER FINDS that the testimony of Lana Martin and Nola Harber indicate that neither one of them ever entered a negative vote in regards to distributions to Mr. Nelson or Mrs. Nelson. The testimony also reflected that neither one of them ever advised Mr. Nelson or Mrs. Nelson on the feasibility of making such distributions.

THE COURT FURTHER FINDS that while Ms. Martin and Ms. Harber testified that they had the authority to approve or deny the distributions to Mr. Nelson under the ELN Trust and to Mrs. Nelson under the LSN Trust, that despite literally hundreds of distributions requests, they never denied even a single distribution request. Therefore, Ms. Martin and Ms. Harber were no more than a "rubber stamp" for Mr. Nelson's directions as to distributions to Mr. Nelson and Mrs. Nelson.

THE COURT FURTHER FINDS that while the ELN Trust produced multiple Minutes of alleged meetings; this Court seriously questions the authenticity of the submitted documentation. Specifically, several of the Minutes were unsigned, the authenticity of the signatures reflected on some of the Minutes were questionable, and several of the Minutes reflected that the meetings were held at the office of Attorney Burr while the testimony clearly established that no such meetings ever occurred at his law office.

FRANK R. SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT FURTHER FINDS that Daniel Gerety testified that he had to make numerous adjustments to correct bookkeeping and accounting errors regarding the two trusts by utilizing the entries "Due To" and "Due From" to correctly reflect the assets in each trust.

THE COURT FURTHER FINDS that the numerous bookkeeping and accounting errors, in conjunction with the corresponding need to correct the entries to accurately reflect the assets in each trust, raises serious questions as to whether the assets of each trust were truly being separately maintained and managed.

THE COURT FURTHER FINDS that the lack of formalities further emphasizes the amount of control that Mr. Nelson exerted over both trusts and that he did indeed manage both trust for the benefit of the community.

THE COURT FURTHER FINDS that while the Court could invalidate both Trusts based upon the lack of Trust formalities, this Court is not inclined to do so since invalidation of the Trusts could have serious implications for both parties in that it could expose the assets to the claims of creditors, thereby, defeating the intent of the parties to "supercharge" the protection of the assets from creditors.

Liabilities

THE COURT FURTHER FINDS that while Mr. Nelson argued that he and the ELN Trust were subject to numerous liabilities, this Court did not find any documented evidence to support such claims except for the encumbrance attached to the newly reacquired Wyoming Downs property.

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THE COURT FURTHER FINDS that Mr. Bertsch's report addresses several unsupported liabilities alleged by Mr. Nelson. Specifically, Mr. Nelson reported a contingent liability attached to the property located in the Mississippi Bay, however, no value was given to the liability.[19]

THE COURT FURTHER FINDS that the Bertsch report indicated that several of the liabilities were actually options held by subsidiaries that Mr. Nelson owns or options held by relatives of Mr. Nelson, and, as such, were not true liabilities.[20]

THE COURT FURTHER FINDS that while Mr. Nelson represented that a $3,000,000 lawsuit was threatened by a third-party in regards to a transaction involving the Hideaway Casino, no evidence was submitted to the Court that any such lawsuit had in fact been filed.

THE COURT FURTHER FINDS that the only verified liability is the loan attached to Wyoming Downs. As mentioned above, Mr. Nelson, via Dynasty Development Group, purchased Wyoming Downs in December 2011 for $440,000 and subsequently obtained a loan against the property.

THE COURT FURTHER FINDS that outside of the encumbrance attached to the Wyoming Downs property, the liabilities alleged by Mr. Nelson have not been established as true liabilities and are based on mere speculations and threats.

Community Waste

THE COURT FURTHER FINDS that the Nevada Supreme Court case of *Lofgren v. Lofgren* addressed community waste and found that the husband wasted community funds by making transfers/payments to family members, using the funds to improve the husband's home and using the funds to furnish his new home. *Lofgren v. Lofgren*, 112 Nev. 1282, 1284 (1996).

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[19] Defendant's Exhibit GGGGG.
[20] Id.

FRANK R. SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT FURTHER FINDS that evidence was adduced at trial that the transfers to Mr. Nelson's family members were to compensate them for various services rendered and for joint-investment purposes, and while some of the family transfers were indeed questionable, Mr. Bertsch, the forensic accountant, testified that 1099s were provided to document income paid and loan repayments to Mr. Nelson's family members.[21]

THE COURT FURTHER FINDS that transfers to Mr. Nelson's family members appear to have been part of Mr. Nelson's regular business practices during the course of the marriage and that Mrs. Nelson has always been aware of this practice and never questioned such transfers prior to the initiation of these proceedings.

THE COURT FURTHER FINDS that Mrs. Nelson failed to establish that the transfers to Mr. Nelson's family members constituted waste upon the community estate.

THE COURT FURTHER FINDS that as to Mr. Nelson's purchase, improvement and furnishing of the Bella Kathryn residence via the ELN Trust, the ELN Trust and Mr. Nelson are being sanctioned by this Court by valuing such property at "costs" in the amount of $1,839,495 instead of at its appraised value of $925,000, and, accordingly, it would be unjust for this Court to further consider the Bella Kathryn property under a claim of community waste.

Child Support

THE COURT FURTHER FINDS that Mrs. Nelson is entitled to child support arrears pursuant to NRS 125B.030 which provides for the physical custodian of the children to recover child support from the noncustodial parent.

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[21] Mr. Bertsch did not confirm whether or not the 1099s were filed with the IRS as that was not within the scope of his assigned duties.

THE COURT FURTHER FINDS that the parties separated in September of 2008 when Mr. Nelson permanently left the marital residence, and, therefore, Mrs. Nelson is entitled to child support payments commencing in October 2008.

THE COURT FURTHER FINDS that Mr. Nelson's monthly earnings throughout the course of these extended proceedings exceeded the statutory presumptive maximum income range of $14,816 and places his monthly child support obligation at the presumptive maximum amount which has varied from year to year.

THE COURT FURTHER FINDS that Mr. Nelson's child support obligation commencing on October 1, 2008 through May 31, 2013, inclusive, is as follows:

October 1, 2008 - June 30, 2009 = [(2 children x $968) x 9 months] = $17,424
July 1, 2009 - June 30, 2010 = [(2 children x $969) x 12 months] = $23,256
July 1, 2010 - June 30, 2011 = [(2 children x $995) x 12 months] = $23,880
July 1, 2011 - June 30, 2012 = [(2 children x $1010) x 12 months] = $24,240
July 1, 2012 - May 31, 2013 = [(2 children x $1040) x 11 months] = $22,880
Total = $111,680

THE COURT FURTHER FINDS that Mr. Bertsch's report indicates that Mr. Nelson has spent monies totaling $71,716 on the minor children since 2009, to wit:

2009: Carli = $14,000; Garrett = $5,270;
2010: Carli = $9,850; Garrett = $29,539;
2011: Carli = $8,630; Garrett = $4,427
Total = $71,716

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FRANK R. SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT FURTHER FINDS that NRS 125B.080(9) describes the factors that the Court must consider when adjusting a child support obligation. The factors to consider are:

(a) The cost of health insurance;
(b) The cost of child care;
(c) Any special educational needs of the child;
(d) The age of the child;
(e) The legal responsibility of the parents for the support of others;
(f) The value of services contributed by either parent;
(g) Any public assistance paid to support the child;
(h) Any expenses reasonably related to the mother's pregnancy and confinement;
(i) The cost of transportation of the child to and from visitation if the custodial parent moved with the child from the jurisdiction of the court which ordered the support and the noncustodial parent remained;
(j) The amount of time the child spends with each parent;
(k) Any other necessary expenses for the benefit of the child; and
(l) The relative income of both parents.

THE COURT FURTHER FINDS that, while the information provided to the Court does not itemize the exact nature of the expenditures by Mr. Nelson on behalf of the children, NRS 125B.080(9)(k) does provide for a deviation for any other necessary expenses for the benefit of the child.

THE COURT FURTHER FINDS that considering the fact that $71,716 is a relatively large sum of money, it would appear that fairness and equity demands that Mr. Nelson be given some credit for the payments he made on behalf of the children. Therefore, the Court is inclined to give Mr. Nelson credit for $23,905 (one-third of the payments made on behalf of the children), resulting in child support arrears in the amount of $87,775.

THE COURT FURTHER FINDS that, while Mr. Nelson did spend a rather significant amount of monies on the children dating back to 2009, Mr. Nelson did not provide any monies whatsoever to Mrs. Nelson in support of the minor children, and, as such, crediting Mr. Nelson with only one-third of such payments on behalf of the children seems quite fair and reasonable.

FRANK R SULLIVAN
DISTRICT JUDGE

FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT FURTHER FINDS that Mrs. Nelson is entitled to current child support in the amount of $1,040 a month per child commencing June 1, 2013 through June 30, 2013 for a monthly total of $2,080.

THE COURT FURTHER FINDS that subject minor, Garrett, is 18 years old and will be graduating from high school in June of 2013, and, as such, Mr. Nelson's child support obligation as to Garrett ends on June 30, 2013.

THE COURT FURTHER FINDS that beginning July 1, 2013, Mr. Nelson's child support obligation as to Carli will be $1,058 per month.

Spousal Support

THE COURT FURTHER FINDS that NRS 125.150 provides as follows:

> 1. In granting a divorce, the court:
>   (a) May award such alimony to the wife or to the husband, in a specified principal sum or as specified periodic payments, as appears just and equitable; and
>   (b) Shall, to the extent practicable, make an equal disposition of the community property of the parties, except that the court may make an unequal disposition of the community property in such proportions as it deems just if the court finds a compelling reason to do so and sets forth in writing the reasons for making the unequal disposition

THE COURT FURTHER FINDS that the Nevada Supreme Court has outlined seven factors to be considered by the court when awarding alimony such as: (1) the wife's career prior to marriage; (2) the length of the marriage; (3) the husband's education during the marriage; (4) the wife's marketability; (5) the wife's ability to support herself; (6) whether the wife stayed home with the children; and (7) the wife's award, besides child support and alimony. *Sprenger v. Sprenger*, 110 Nev. 855, 859 (1974).

THE COURT FURTHER FINDS that the Nelsons have been married for nearly thirty years; that their earning capacities are drastically different in that Mr. Nelson has demonstrated excellent business acumen as reflected by the large sums of monies generated through his multiple business ventures and investments; that Mrs. Nelson only completed a year and a half

FRANK R. SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

of college and gave up the pursuit of a career outside of the home to become a stay at home mother to the couple's five children; that Mrs. Nelson's career prior to her marriage and during the first few years of her marriage consisted of working as a receptionist at a mortgage company, sales clerk at a department store and a runner at a law firm, with her last job outside of the home being in 1986;

THE COURT FURTHER FINDS that Mrs. Nelson's lack of work experience and limited education greatly diminishes her marketability. Additionally, Mrs. Nelson solely relied on Mr. Nelson, as her husband and delegated investment trustee, to acquire and manage properties to support her and the children, and, as such, Mrs. Nelson's ability to support herself is essentially limited to the property award that she receives via these divorce proceedings.

THE COURT FURTHER FINDS that while Mrs. Nelson will receive a substantial property award via this Divorce Decree, including some income generating properties, the monthly income generated and the values of the real property may fluctuate significantly depending on market conditions. In addition, it could take considerable time to liquidate the property, as needed, especially considering the current state of the real estate market. As such, Mrs. Nelson may have significant difficulty in accessing any equity held in those properties.

THE COURT FURTHER FINDS that conversely, Mr. Nelson has become a formidable and accomplished businessman and investor. Mr. Nelson's keen business acumen has allowed him to amass a substantial amount of wealth over the course of the marriage.

THE COURT FURTHER FINDS that the repurchase of Wyoming Downs by Mr. Nelson via Dynasty Development Group and his ability to immediately obtain a loan against the property to pull out about $300,000 in equity, clearly evidences Mr. Nelson's formidable and accomplished business acumen and ability to generate substantial funds through his investment talents. This type of transaction is not atypical for Mr. Nelson and demonstrates his extraordinary ability, which was developed and honed during the couple's marriage, to evaluate and maximize business opportunities and will ensure that he is always able to support himself, unlike Mrs. Nelson.

THE COURT FURTHER FINDS that based the upon the findings addressed hereinabove, Mrs. Nelson is entitled to an award of spousal support pursuant to NRS 125.150 and the factors enunciated in Sprenger[22]

THE COURT FURTHER FINDS that during the marriage, at the direction of Mr. Nelson, Mrs. Nelson initially received monthly disbursements in the amount of $5,000, which was increased to $10,000 per month, and ultimately increased to $20,000 per month dating back to 2004. The $20,000 per month disbursements did not include expenses which were paid directly through the Trusts.

THE COURT FURTHER FINDS that based upon the distributions that Mrs. Nelson was receiving during the marriage, $20,000 per month is a fair and reasonable amount necessary to maintain the lifestyle that Mrs. Nelson had become accustomed to during the course of the marriage.

THE COURT FURTHER FINDS that based upon the property distribution that will be addressed hereinafter, Mrs. Nelson will receive some income producing properties (Lindell, Russell Road, some of the Banone, LLC properties).

THE COURT FURTHER FINDS that while the evidence adduced at trial reflected that the Lindell property should generate a cash flow of approximately $10,000 a month, the evidence failed to clearly establish the monthly cash flow from the remaining properties. However, in the interest of resolving this issue without the need for additional litigation, this

[22] Sprenger v. Sprenger, 110 Nev. 855 (1974).

Court will assign an additional $3,000 a month cash flow from the remaining properties resulting in Mrs. Nelson receiving a total monthly income in the amount of $13,000.

THE COURT FURTHER FINDS that based upon a monthly cash flow in the amount of $13,000 generated by the income producing properties, a monthly spousal support award in the amount of $7,000 is fair and just and would allow Mrs. Nelson to maintain the lifestyle that she had become accustomed to throughout the course of the marriage.

THE COURT FURTHER FINDS that Mrs. Nelson is 52 years of age and that spousal support payments in the amount of $7,000 per month for 15 years, which would effectively assist and support her through her retirement age, appears to be a just and equitable spousal support award.

THE COURT FURTHER FINDS that NRS 125.150(a) provides, in pertinent part, that the court may award alimony in a specified *principal sum* or as specified periodic payment (emphasis added).

THE COURT FURTHER FINDS that the Nevada Supreme Court has indicated that a lump sum award is the setting aside of a spouse's separate property for the support of the other spouse and is appropriate under the statute. *Sargeant v. Sargeant*, 88 Nev. 223, 229 (1972). In S*argeant*, the Supreme Court affirmed the trial court's decision to award the wife lump sum alimony based on the husband short life expectancy and his litigious nature. The Supreme Court, citing the trial court, highlighted that "the overall attitude of this plaintiff illustrates some possibility that he might attempt to liquidate, interfere, hypothecate or give away his assets to avoid payment of alimony or support obligations to the defendant" *Id.* at 228.

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THE COURT FURTHER FINDS that Mr. Nelson's open and deliberate violation of the Joint Preliminary Injunction evidences his attitude of disregard for court orders. The Court also takes notice of Bankruptcy Judge Olack's finding that Mr. Nelson attempted to deplete the assets of Dynasty Development Group on the eve of the bankruptcy filing, raising the concern that Mr. Nelson may deplete assets of the ELN Trust precluding Mrs. Nelson from receiving a periodic alimony award.

THE COURT FURTHER FINDS that Mr. Nelson has been less than forthcoming as to the nature and extent of the assets of the ELN Trust which raises another possible deterrent from Mrs. Nelson receiving periodic alimony payments.

THE COURT FURTHER FINDS that, as addressed hereinbefore, the ELN Trust moved this Court to dissolve the injunction regarding the $1,568,000 because it "has an opportunity to purchase Wyoming Racing LLC, a horse racing track and RV park, for $440,000.00; however, the ELN will be unable to do so unless the Injunction is dissolved."

THE COURT FURTHER FINDS that despite the representation to the Court that the injunction needed to be dissolved so that the ELN Trust would be able to purchase Wyoming Downs, less than a month after the hearing, the ELN Trust, with Mr. Nelson serving as the investment trustee, completed the purchase of Wyoming Downs. This leads this Court to believe that Mr. Nelson was less than truthful about the extent and nature of the funds available in the ELN Trust and such conduct on the part of Mr. Nelson raises serious concerns about the actions that Mr. Nelson will take to preclude Mrs. Nelson from receiving periodic spousal support payments.

FRANK R. SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT FURTHER FINDS that Mr. Nelson alleged numerous debts and liabilities worth millions of dollars, but forensic accountant, Mr. Bertsch, found that these alleged debts and liabilities were based solely on threats and speculations.

THE COURT FURTHER FINDS that Mr. Nelson's practice of regularly transferring property and assets to family members, as highlighted in the transactions involving the High Country Inn and Russell Road properties, contributes to this Court's concern that Mr. Nelson may deplete the assets of the ELN Trust via such family transfers, and, thereby, effectively preclude Mrs. Nelson from receiving a periodic spousal support award.

THE COURT FURTHER FINDS that Mr. Nelson's overall attitude throughout the course of these proceedings illustrates the possibility that he might attempt to liquidate, interfere, hypothecate or give away assets out of the ELN Trust to avoid payment of his support obligations to Mrs. Nelson, thereby justifying a lump sum spousal support award to Mrs. Nelson based on the factors addressed hereinabove and the rationale enunciated in *Sargeant*.

THE COURT FURTHER FINDS that calculation of a monthly spousal support obligation of $7,000 for 15 years results in a total spousal support amount of $1,260,000 which needs to be discounted based upon being paid in a lump sum. Accordingly, Mrs. Nelson is entitled to a lump sum spousal support award in the amount of $800,000.

THE COURT FURTHER FINDS that the ELN Trust should be required to issue a distribution from the $1,568,000 reflected in the account of Dynasty Development Group, LLC, and currently held in a blocked trust account pursuant to this Court's injunction, to satisfy Mr. Nelson's lump sum spousal support obligation and to satisfy his child support arrearages obligation.

THE COURT FURTHER FINDS that Mr. Nelson argues that Dynasty Development Group, LLC, is 100% held by the ELN Trust, and, therefore, he has no interest in Dynasty nor the funds reflected in the Dynasty account as all legal interest rests with the ELN Trust.[23]

THE COURT FURTHER FINDS that various statutes and other sources suggest that the interest of a spendthrift trust beneficiary can be reached to satisfy support of a child or a former spouse.[24] Specifically, South Dakota, which also recognizes self-settled spendthrift trust, has addressed the issue in South Dakota Codified Law § 55-16-15 which states:

> Notwithstanding the provisions of §§ 55-16-9 to 55-16-14, inclusive, this chapter does not apply in any respect to any person to whom the transferor is indebted on account of an agreement or *order of court* for the payment of *support* or *alimony* in favor of such transferor's spouse, *former spouse*, or children, or for a *division or distribution of property* in favor of such transferor's spouse or former spouse, to the extent of such debt (emphasis added).

Wyoming, which also allows self-settled spendthrift trust, has also addressed the matter through Wyoming Statutes Annotated § 4-10-503(b):

> (b) Even if a trust contains a spendthrift provision, a person who has a judgment or court order against the beneficiary for child support or maintenance may obtain from a court an order attaching present or future distributions to, or for the benefit of, the beneficiary.

THE COURT FURTHER FINDS that, while not binding on this Court, these statutes clearly demonstrate that spouses entitled to alimony or maintenance are to be treated differently than a creditor by providing that the interest of a spendthrift trust beneficiary can be reached to satisfy support of a child or a former spouse.

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[23] NRS 166.130

[24] Restatement (Third) of Trust § 59 (2003).

THE COURT FURTHER FINDS that in *Gilbert v. Gilbert*, 447 So.2d 299, the Florida Court of Appeals affirmed the district court's order that allowed the wife to garnish the husband's beneficiary interest in a spendthrift trust to satisfy the divorce judgment regarding alimony payments.

THE COURT FURTHER FINDS that the *Gilbert* court found that while "the cardinal rule of construction in trusts is to determine the intention of the settler and give effect to his wishes . . . there is a strong public policy argument which favors subjecting the interest of the beneficiary of a trust to a claim for alimony."[25] The Court went on to state that the dependents of the beneficiary should not be deemed to be creditors as such a view would "permit the beneficiary to have the enjoyment of the income from the trust while he refuses to support his dependents whom it is his duty to support."[26] The Gilbert court went on to state that a party's responsibility to pay alimony "is a duty, not a debt."[27]

THE COURT FURTHER FINDS that there is a strong public policy argument in favor of subjecting the interest of the beneficiary of a trust to a claim for spousal support and child support, and, as such, Mr. Nelson's beneficiary interest in the ELN Trust should be subjected to Mrs. Nelson award of spousal support and child support.

Attorney's Fees

THE COURT FURTHER FINDS that NRS 18.010(2)(b) provides, in pertinent part, for the award of attorney's fees to the prevailing party: "when the court finds that the claim, counterclaim, cross-claim or third-party complaint or defense of the opposing party was brought or maintained without reasonable ground or to harass the prevailing party."

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[25] Id at 301.
[26] Gilbert v. Gilbert, 447 So.2d 299, 301
[27] Id at 301.

THE COURT FURTHER FINDS that Mr. Nelson, as the Investment Trustee for the ELN Trust, was the person authorized to institute legal action on behalf of the Trust.

THE COURT FURTHER FINDS that Mr. Nelson did not request that the ELN Trust move to be added as a necessary party to these proceedings until almost two years after initiating this action and following the initial six days of trial. It is apparent to this Court that Mr. Nelson was not satisfied with the tenor of the courts preliminary "findings" in that it was not inclined to grant his requested relief, and, consequently, decided to pursue a "second bite at the apple" by requesting that the ELN Trust pursue being added as a necessary party.

THE COURT FURTHER FINDS that adding the ELN Trust as a necessary party at this rather late stage of the proceedings, resulted in extended and protracted litigation including the re-opening of Discovery, the recalling of witnesses who had testified at the initial six days of trial, and several additional days of trial.

THE COURT FURTHER FINDS that Mr. Nelson's position that he had a conflict of interest which prevented him from exercising his authority to institute legal action on behalf of the ELN Trust was not credible as he had appeared before this Court on numerous occasions regarding community waste issues and the transfer of assets from the ELN Trust and the LSN Trust and had never raised an issue as to a conflict of interest.

THE COURT FURTHER FINDS that while both parties were aware of the existence of the ELN and LSN Trusts from the onset of this litigation, and, as such, Mrs. Nelson could have moved to add the ELN Trust as a necessary party, Mr. Nelson had consistently maintained throughout his initial testimony that the assets held in the ELN Trust and the LSN Trusts were property of the community.

FRANK R SULLIVAN
DISTRICT JUDGE

FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT FURTHER FINDS that, while this Court fully respects and supports a party's right to fully and thoroughly litigate its position, Mr. Nelson's change in position as to the character of the property of the ELN Trust and LSN Trust in an attempt to get a "second bite of the apple", resulted in unreasonably and unnecessarily extending and protracting this litigation and additionally burdening this Court's limited judicial resources, thereby justifying an award of reasonable attorney fees and costs in this matter.

THE COURT FURTHER FINDS that in considering whether or not to award reasonable fees and cost this Court must consider "(1) the qualities of the advocate: his ability, his training, education, experience, professional standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation; (3) the work actually performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether the attorney was successful and what benefits were derived." *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349 (1969).

THE COURT FURTHER FINDS Attorney Dickerson has been Mrs. Nelson's legal counsel continuously since September 2009 and is a very experienced, extremely skillful and well-respected lawyer in the area of Family Law. In addition, this case involved some difficult and complicated legal issues concerning Spendthrift Trusts and required an exorbitant commitment of time and effort, including the very detailed and painstaking review of voluminous real estate and financial records. Furthermore, Attorney Dickerson's skill, expertise and efforts resulted in Mrs. Nelson's receiving a very sizeable and equitable property settlement.

THE COURT FURTHER FINDS that upon review of attorney Dickerson's Memorandum of Fees and Costs, this Court feels that an award of attorney fees in the amount of $144,967 is fair and reasonable and warranted in order to reimburse Mrs. Nelson for the unreasonable and unnecessary extension and protraction of this litigation by Mr. Nelson's change of position in regards to the community nature of the property and his delay in having the ELN Trust added as a necessary party which added significant costs to this litigation.

THE COURT FURTHER FINDS that while the Court could invalidate the Trusts based upon Mr. Nelson's testimony as to community nature of the assets held by each Trust, the breach of his fiduciary duty as a spouse, the breach of his fiduciary duty as an investment trustee, the lack of Trust formalities, under the principles of a constructive trust, and under the doctrine of unjust enrichment, the Court feels that keeping the Trusts intact, while transferring assets between the Trusts to "level off the Trusts", would effectuate the parties clear intentions of "supercharging" the protection of the assets from creditors while ensuring that the respective values of the Trusts remained equal.

THE COURT FURTHER FINDS that in lieu of transferring assets between the Trusts to level off the Trust and to achieve an equitable allocation of the assets between the Trusts as envisioned by the parties, the Court could award a sizable monetary judgment against Mr. Nelson for the extensive property and monies that were transferred from the LSN Trust to the ELN Trust, at his direction, and issue a corresponding charging order against any distributions to Mr. Nelson until such judgment was fully satisfied.

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FRANK R. SULLIVAN
DISTRICT JUDGE

FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT FURTHER FINDS that the Court has serious concerns that Mrs. Nelson would have a very difficult time collecting on the judgment without the need to pursue endless and costly litigation, especially considering the extensive and litigious nature of these proceedings.

THE COURT FURTHER FINDS that due to Mr. Nelson's business savvy and the complexity of his business transactions, the Court is concerned that he could effectively deplete the assets of the ELN Trust without the need to go through distributions, thereby circumventing the satisfaction of the judgment via a charging order against his future distributions.

THE COURT FURTHER FINDS that its concern about Mr. Nelson depleting the assets of the ELN Trust seems to be well founded when considering the fact that Bankruptcy Judge Olack found that Mr. Nelson depleted the assets of Dynasty on the eve of its bankruptcy filing.

THE COURT FURTHER FINDS that upon review of Mr. Bertsch's Second Application of Forensic Accountants for Allowance of Fees and Reimbursement of Expenses for the Period from April 1, 2012 through July 25, 2012, Mr. Bertsch is entitled to payment of his outstanding fees in the amount of $35,258.

THE COURT FURTHER FINDS that in preparing this Decree of Divorce, the monetary values and figures reflected herein were based on values listed in Mr. Bertsch's report and the testimony elicited from the July and August 2012 hearings.[28]

THE COURT FURTHER FINDS that as to the repurchase of Wyoming Downs by the ELN Trust via the Dynasty Development Group, this Court is without sufficient information regarding the details of the repurchase of the property, the value of the property and the encumbrances on the property to make a determination as to the disposition of the property,

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[28] *Supra*, note 6.

FRANK R. SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

and, accordingly, is not making any findings or decisions as to the disposition of the Wyoming Downs property at this time.

Conclusion

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between Eric and Lynita Nelson are dissolved and an absolute Decree of a Divorce is granted to the parties with each party being restored to the status of a single, unmarried person.

IT IS FURTHER ORDERED that the Brianhead cabin, appraised at a value of $985,000 and currently held jointly by the ELN Trust and the LSN Trust, is to be divided equally between the Trusts.

IT IS FURTHER ORDERED that both parties shall have the right of first refusal should either Trust decide to sell its interest in the Brianhead cabin.

IT IS FURTHER ORDERED that the 66.67% interest in the Russell Road property ($4,333,550) and the 66.67% interest in the $295,000 note/deed for rents and taxes ($196,677) currently held by the ELN Trust, shall be equally divided between the ELN Trust and the LSN Trust.

IT IS FURTHER ORDERED that both parties shall have the right of first refusal should either Trust decide to sell its interest in the Russell Road property.

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FRANK R SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

IT IS FURTHER ORDERED that the following properties shall remain in or be transferred into the ELN Trust:

Property Awarded	**Value**	
Cash	$ 80,000	
Arizona Gateway Lots	$ 139,500	
Family Gifts	$ 35,000	
Gift from Nikki C.	$ 200,000	
Bella Kathryn Property	$1,839,495	
Mississippi Property (121.23 acres)	$ 607,775	
Notes Receivable	$ 642,761	
Banone AZ Properties	$ 913,343	
Dynasty Buyout	$1,568,000	
½ of Brianhead Cabin	$ 492,500	
1/3 of Russell Road (+ note for rents)	$2,265,113.50	($2,166,775 + $98,338.50)
Total	**$8,783,487.50**	

IT IS FURTHER ORDERED that the following properties shall remain in or be transferred into the LSN Trust:

Property Awarded	**Value**	
Cash	$ 200,000	
Palmyra Property	$ 750,000	
Pebble Beach Property	$ 75,000	
Arizona Gateway Lots	$ 139,500	
Wyoming Property (200 acres)	$ 405,000	
Arnold Property in Miss.	$ 40,000	
Mississippi RV Park	$ 559,042	
Mississippi Property	$ 870,193	
Grotta 16.67% Interest	$ 21,204	
Emerald Bay Miss. Prop.	$ 560,900	
Lindell Property	$1,145,000	
Banone, LLC	$1,184,236	
JB Ramos Trust Note Receivable	$ 78,000	
½ of Brianhead Cabin	$ 492,500	
1/3 of Russell Road (+ note for rents)	$2,265,113.50	($2,166,775 + $98,338.50)
Total	**$8,785,988.50**	

IT IS FURTHER ORDERED that due to the difference in the value between the ELN Trust and the LSN Trust in the amount of $153,499, the Trusts shall be equalized by transferring the JB Ramos Trust Note from the Notes Receivable of the ELN Trust, valued at $78,000, to the LSN Trust as already reflected on the preceding page.[29]

IT IS FURTHER ORDERED that the injunction regarding the $1,568,000 reflected in the account of Dynasty Development Group, LLC, ("Dynasty Buyout") and currently held in a blocked trust account, is hereby dissolved.

IT IS FURTHER ORDERED that the ELN Trust shall use the distribution of the $1,568,000, herein awarded to the ELN Trust, to pay off the lump sum spousal support awarded to Mrs. Nelson in the amount of $800,000. Said payment shall be remitted within 30 days of the date of this Decree.

IT IS FURTHER ORDERED that Mrs. Nelson is awarded child support arrears in the amount of $87,775 and that the ELN Trust shall use the distribution of the $1,568,000, herein awarded to the ELN Trust, to pay off the child support arrears awarded to Mrs. Nelson via a lump sum payment within 30 days of issuance of this Decree.

IT IS FURTHER ORDERED that the ELN Trust shall use the distribution of the $1,568,000, herein awarded to the ELN Trust, to pay Mr. Bertsch's outstanding fees in the amount of $35,258 within 30 days of issuance of this Decree.[30]

IT IS FURTHER ORDERED that the ELN Trust shall use the distribution of the $1,568,000, herein awarded to the ELN Trust, to reimburse Mrs. Nelson for attorney's fees paid to Attorney Dickerson in the amount of $144,967 in payment of fees resulting from Mr.

[29] Defendant's Exhibit GGGGG.

[30] Second Application of Forensic Accountants for Allowance of Fees and Reimbursement of Expenses for the Period from April 1, 2012 through July 25, 2012.

FRANK R. SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

Nelson's unreasonable and unnecessary extension and protraction of this litigation. Said payment shall be remitted to Mrs. Nelson within 30 days of the date of this Decree.

IT IS FURTHER ORDERED that the funds remaining, in the amount of approximately $500,000, from the distribution of the $1,568,000, herein awarded to the ELN Trust, after the payment of the spousal support, child support arrears, Mr. Bertsch's fees and reimbursement of the attorney fees to Mrs. Nelson, shall be distributed to Mr. Nelson within 30 days of issuance of this Decree

IT IS FURTHER ORDERED that Mr. Nelson shall pay Mrs. Nelson $2080 in child support for the month of June 2013 for their children Garrett and Carli.

IT IS FURTHER ORDERED that Mr. Nelson shall pay Mrs. Nelson $1,058 a month in support of their child Carli, commencing on July 1, 2013 and continuing until Carli attains the age of majority or completes high school, which ever occurs last.

IT IS FURTHER ORDERED that Mr. Nelson shall maintain medical insurance coverage for Carli.

IT IS FURTHER ORDERED that any medical expenses not paid by any medical insurance covering Carli shall be shared equally by the parties, with such payments being made pursuant to the Court's standard "30/30" Rule.

IT IS FURTHER ORDERED that the parties shall equally bear the private education costs, including tuition, of Carli's private school education at Faith Lutheran.

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FRANK R. SULLIVAN
DISTRICT JUDGE

FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

IT IS FURTHER ORDERED that the parties shall keep any personal property now in their possession and shall be individually responsible for any personal property, including vehicles, currently in their possession.

Dated this 3rd day of June, 2013.

Honorable Frank P. Sullivan
District Court Judge – Dept. O

FRANK R. SULLIVAN
DISTRICT JUDGE

FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

EXHIBIT 2

EXHIBIT 2

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Steven D. Grierson

CLERK OF THE COURT

NEO

THE DICKERSON LAW GROUP
ROBERT P. DICKERSON, ESQ.
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Attorneys for Defendant, Lynita Sue Nelson

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC L. NELSON, Plaintiff/Counterdefendant, v. LYNITA SUE NELSON, Defendant/Counterclaimant.	CASE NO. D-09-411537-D DEPT NO. O

NOTICE OF ENTRY OF STIPULATION AND ORDER

TO: ERIC L. NELSON, Plaintiff; and

TO: DAVID A. STEPHENS, ESQ., of STEPHENS, GOURLEY & BYWATER, P.C., Attorneys for Plaintiff:

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PLEASE TAKE NOTICE that a STIPULATION AND ORDER was entered in the above-entitled matter on August 9, 2011, a copy of which is attached hereto.

DATED this 9th day of August, 2011.

THE DICKERSON LAW GROUP

By
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for Defendant

CERTIFICATE OF MAILING

I HEREBY CERTIFY that I am serving via U.S. Mail, a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER** to the following at his last known address on this 9th day of August, 2011.

David A. Stephens, Esq.
Stephens, Gourley & Bywater, P.C.
3636 N. Rancho Drive.
Las Vegas, Nevada 89130
Attorney for Plaintiff

Shannon Wright
An employee of The Dickerson Law Group

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CLERK OF THE COURT

SAO
THE DICKERSON LAW GROUP
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
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Attorneys for Defendant, LYNITA NELSON

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC L. NELSON, Plaintiff/Counterdefendant, v. LYNITA SUE NELSON, Defendant/Counterclaimant.	CASE NO. D-09-411537-D DEPT NO. "O"

STIPULATION AND ORDER

COME NOW, Plaintiff, ERIC L. NELSON, by and through his attorney, DAVID A. STEPHENS, ESQ., of STEPHENS, GOURLEY & BYWATER, P.C., and Defendant, LYNITA SUE NELSON, by and through her attorneys, ROBERT P. DICKERSON, ESQ., and KATHERINE L. PROVOST, ESQ., of THE DICKERSON LAW GROUP, and hereby stipulate and agree as follows:

IT IS HEREBY STIPULATED AND AGREED that the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, shall be joined as a necessary party, intervening in this action, as complete relief cannot be accorded among the parties without the ERIC L. NELSON NEVADA TRUST dated May 30, 2001 being named a party and the disposition of the action in the absence of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001 will impair or impede its ability to protect its interests and add risk of incurring double, multiple, or otherwise inconsistent obligations.

IT IS FURTHER STIPULATED AND AGREED that the LSN NEVADA TRUST dated May 30, 2001, shall be joined as a necessary party, intervening in this action, as complete relief cannot be accorded among the parties without the LSN NEVADA TRUST dated May 30, 2001 being named a party and the disposition of the action in the absence of the LSN NEVADA TRUST dated May 30, 2001 will impair or impede its ability to protect its interests and add risk of incurring double, multiple, or otherwise inconsistent obligations.

Submitted by:

THE DICKERSON LAW GROUP

ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 0945
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorney for Defendant

Approved as to form and content:

STEPHENS, GOURLEY & BYWATER

DAVID A. STEPHENS, ESQ.
Nevada Bar No. 000902
3636 N. Rancho Drive
Las Vegas, Nevada 89130
Attorney for Plaintiff

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ORDER

Based upon the Stipulation of the parties as set forth herein:

IT IS HEREBY ORDERED that the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, shall be joined as a necessary party, intervening in this action, as complete relief cannot be accorded among the parties without the ERIC L. NELSON NEVADA TRUST dated May 30, 2001 being named a party and the disposition of the action in the absence of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001 will impair or impede its ability to protect its interests and add risk of incurring double, multiple, or otherwise inconsistent obligations.

IT IS FURTHER ORDERED that the LSN NEVADA TRUST dated May 30, 2001, shall be joined as a necessary party, intervening in this action, as complete relief cannot be accorded among the parties without the LSN NEVADA TRUST dated May 30, 2001 being named a party and the disposition of the action in the absence of the LSN NEVADA TRUST dated May 30, 2001 will impair or impede its ability to protect its interests and add risk of incurring double, multiple, or otherwise inconsistent obligations.

DATED this 4 day of August, 2011.

DISTRICT COURT JUDGE

FRANK P. SULLIVAN

Respectfully Submitted:

THE DICKERSON LAW GROUP

ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 0945
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for Defendant

EXHIBIT 3

EXHIBIT 3

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CLERK OF THE COURT

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THE DICKERSON LAW GROUP
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Attorneys for LYNITA SUE NELSON

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC L. NELSON, Plaintiff/Counterdefendant, v. LYNITA SUE NELSON, Defendant/Counterclaimant.	CASE NO. D-09-411537-D DEPT NO. "O"
ERIC L. NELSON NEVADA TRUST dated May 30, 2001, and LSN NEVADA TRUST dated May 30, 2001, Necessary Parties (joined in this action pursuant to Stipulation and Order entered on August 9, 2011)	
LANA MARTIN, as Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, Necessary Party (joined in this action pursuant to Stipulation and Order entered on August 9, 2011)/ Purported Counterclaimant and Crossclaimant, v.	

LYNITA SUE NELSON and ERIC NELSON,

Purported Cross-Defendant and Counterdefendant,

LYNITA SUE NELSON,

Counterclaimant, Cross-Claimant, and/or Third Party Plaintiff,

v.

ERIC L. NELSON, individually and as the Investment Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001; the ERIC L. NELSON NEVADA TRUST dated May 30, 2001; LANA MARTIN, individually, and as the current and/or former Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, and as the former Distribution Trustee of the LSN NEVADA TRUST dated May 30, 2001);

Counterdefendant, and/or Cross-Defendants, and/or Third Party Defendants.

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING DATE.

MOTION FOR PAYMENT OF FUNDS BELONGING TO DEFENDANT PURSUANT TO COURT'S DECREE TO ENSURE RECEIPT OF SAME, AND FOR IMMEDIATE PAYMENT OF COURT APPOINTED EXPERT

COMES NOW Defendant, LYNITA SUE NELSON ("Lynita"), by and through her attorneys, ROBERT P. DICKERSON, ESQ., and JOSEF M. KARACSONYI, ESQ., of THE DICKERSON LAW GROUP, and respectfully moves this Honorable Court for the following relief:

1) An Order directing that $1,032,742.00 and $35,258.00 be paid directly to Lynita and Court appointed expert, Larry Bertsch ("Mr. Bertsch"), from the

$1,568,000.00 being held by David Stephens, Esq. ("Mr. Stephens"), in accordance with this Court's Decree of Divorce entered June 3, 2013;

2) In the alternative, if the $1,568,000.00 has already been transferred by Mr. Stephens to Lana Martin ("Ms. Martin") and the ELN Trust, and/or Plaintiff, Eric Nelson ("Eric"), for an Order directing Ms. Martin and Eric to immediately transfer the sum of $1,032,742.00 to Lynita and $35,258.00 to Mr. Bertsch; and

3) Any other orders that this Court deems necessary and appropriate.

This Motion is made and based upon the records, files and pleadings on file herein, including the Court's June 3, 2013 Decree of Divorce, the Points and Authorities submitted herewith, Lynita's affidavit attached hereto, and such other and further evidence as may be adduced at the hearing of this matter.

DATED this 5th day of June, 2013.

THE DICKERSON LAW GROUP

By Josef Karacsonyi
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
JOSEF M. KARACSONYI, ESQ.
Nevada Bar No. 010634
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for LYNITA SUE NELSON

NOTICE OF MOTION

PLEASE TAKE NOTICE that the undersigned will bring the foregoing MOTION FOR PAYMENT OF FUNDS BELONGING TO DEFENDANT PURSUANT TO COURT'S DECREE TO ENSURE RECEIPT OF SAME, AND FOR IMMEDIATE PAYMENT OF COURT APPOINTED EXPERT on for hearing before the above-entitled Court, on the 19TH day of JUNE, 2013, at the hour of 2 PM a.m./p.m., or as soon thereafter as counsel may be heard.

DATED this 5th day of June, 2013.

THE DICKERSON LAW GROUP

By [signature]
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
JOSEF M. KARACSONYI, ESQ.
Nevada Bar No. 010634
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for LYNITA SUE NELSON

Memorandum of Points and Authorities

I. FACTUAL STATEMENT

On June 3, 2013, this Court issued its Decree of Divorce ("Decree"), which was fifty (50) pages in length and contained extensive and detailed findings and Court Orders. In the Decree, Lynita was awarded lump sum alimony in the amount of $800,000.00, child support arrears in the amount of $87,775.00, and attorneys' fees in the amount of $144,967.00 from Eric and the ELN Trust (for a total amount owed to Lynita of $1,032,742.00). The Court also ordered that Eric and the ELN Trust pay the outstanding balance owed to Mr. Bertsch in the amount of $35,258.00. All of the aforementioned sums were ordered to be paid within thirty (30) days of the issuance of the Decree from the approximately $1,568,000.00 which was previously[1] enjoined in Mr. Stephens' trust account.

The Court was extremely clear in its Decree that the reason it was awarding lump sum alimony to Lynita, and ordering that the $1,568,000.00 be used to satisfy such lump sum alimony, child support arrears, and attorneys' fees, was due to the Court's well founded concerns that absent such an Order Lynita would never receive such sums from Eric and/or the ELN Trust. Specifically, the Court concluded that Eric's overall behavior and attitude during the divorce proceedings "illustrate[d] the possibility that he might attempt to liquidate, interfere, hypothecate or give away assets out of the ELN Trust to avoid payment of his support obligations to Mrs. Nelson . . . ."

The Court's Decree dissolves the injunction freezing the $1,568,000.00 in Mr. Stephens' trust account, and allows for said monies to be distributed to Eric and the ELN Trust before Eric and the ELN Trust are required to provide Lynita and Mr. Bertsch their respective portions of same. It is feared that Lynita will never receive her portion of said funds, and that instead, Eric and the ELN Trust will refuse to pay Lynita her share, and/or completely dissipate said funds, thereby precluding Lynita from

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1 The Court's Decree dissolves the previously issued injunction.

possibly ever receiving her lump sum alimony, child support arrears, and attorneys' fees.[2] The Court's extensive findings detail why such fears are justified, and how such actions are more than a mere possibility. This is exactly the result the Court was attempting to avoid by awarding Lynita lump sum alimony, child support arrears, and attorneys' fees from the $1,568,000.00 previously frozen by the Court.

As the Court is aware, Lynita received very little of the parties' community income, and no child support or maintenance, during the pendency of these proceedings. If Lynita does not receive the $1,032,742.00 due to her she will suffer irreparable harm, as she has several outstanding obligations and has an immediate need for such funds. Currently, Lynita has approximately $19,000.00 in her bank accounts, but has outstanding credit card balances of $53,674.00, current household bills of $3,130.00, and an outstanding balance for attorneys' fees and costs of over $140,000.00. If Lynita does not receive the monies awarded to her from the $1,568,000.00 previously enjoined in Mr. Stephens' trust account she will be unable to support herself and will suffer irreparable financial harm. Lynita previously made several requests for temporary support and maintenance, most recently in her Motion for Temporary Support and to Establish Child Support Orders ("Motion for Support"), filed January 28, 2013 (over four (4) months ago). The hearing on Lynita's Motion for Support was continued and eventually vacated by the Court because the Court intended for the Decree to resolve Lynita's requests, and provide her with any support she required. If the Court does not direct Lynita's monies to be paid directly to her immediately, it is likely that Eric and the ELN Trust will attempt to withhold or dissipate same, thereby attempting to defeat the Court's Orders and intent and further delaying Lynita's receipt of desperately needed monies.

. . .

. . .

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2 For the same reasons, it is also feared that Mr. Bertsch will not receive his outstanding balance from the $1,568,000.00 previously frozen by the Court.

II. LEGAL ANALYSIS

Nevada Revised Statutes, Section 125.240 (2013), provides:

> NRS 125.240 Enforcement of judgment and orders: Remedies. **The final judgment and any order made before or after judgment may be enforced by the court by such order as it deems necessary.** A receiver may be appointed, security may be required, execution may issue, real or personal property of either spouse may be sold as under execution in other cases, and disobedience of any order may be punished as a contempt.

Furthermore, it is well settled that the Court has inherent authority to protect the dignity and decency of its proceedings, and to enforce its decrees. *See, e.g., Halverson v. Hardcastle*, 123 Nev. 29, 163 P.3d 428, 440 (2007).

It is necessary that the Court issue an Order requiring Mr. Stephens' to immediately pay to Lynita the $1,032,742.00 she is entitled to from the approximately $1,568,000.00 being held in Mr. Stephens' trust account, and to pay to Mr. Bertsch the sum of $35,258.00. In the event Eric and/or the ELN Trust have already received the $1,568,000.00 in Mr. Stephens' trust account, the Court should issue an Order requiring the ELN Trust and/or Eric to pay Lynita her $1,032,742.00, and Mr. Bertsch his $32,258.00, from said funds immediately. Such Orders are necessary to enforce the Court's Decree, and prevent the dissipation of the funds Lynita and Mr. Bertsch are entitled to receive. Without such an Order, the Court's concerns that Lynita may never actually receive her lump sum alimony, child support arrears, and attorneys' fees, or will be delayed in her receipt of same, are likely to be realized.

Eric and the ELN Trust have no valid objection to the requests for relief made herein. Lynita is simply requesting receipt of the monies awarded to her in the Court's Decree, and that Mr. Bertsch receive the monies ordered to be paid to him in the Decree, to which Eric and the ELN Trust have no right or interest. If Eric or the ELN Trust oppose these requests it will only make it more clear why such Orders are necessary, and demonstrate further the validity of Lynita's and the Court's concerns that Eric and/or the ELN Trust will continue to disobey and attempt to defeat the Court's Orders.

III. CONCLUSION

For the reasons set forth above in this Motion, Lynita respectfully requests the following relief:

1) An Order directing that $1,032,742.00 and $35,258.00 be paid directly to Lynita and Mr. Bertsch from the $1,5680,000.00 being held by Mr. Stephens, in accordance with this Court's Decree of Divorce entered June 3, 2013;

2) In the alternative, if the $1,568,000.00 has already been transferred by Mr. Stephens to Ms. Martin and the ELN Trust, and/or Eric, for an Order directing Ms. Martin and Eric to immediately transfer the sum of $1,032,742.00 to Lynita and $35,258.00 to Mr. Bertsch; and

3) Any other orders that this Court deems necessary and appropriate.

Dated this 5th day of June, 2013.

Respectfully Submitted by:

THE DICKERSON LAW GROUP

By [signature]
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
JOSEF M. KARACSONYI, ESQ.
Nevada Bar No. 010634
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for LYNITA SUE NELSON

AFFIDAVIT OF LYNITA SUE NELSON

STATE OF NEVADA)
)
COUNTY OF CLARK)

I, LYNITA SUE NELSON, declare under penalty of perjury under the law of the State of Nevada that the following statement is true and correct:

1. I am over the age of 18 years. I am the Defendant in this action. I have personal knowledge of the facts contained herein, and I am competent to testify thereto.

2. I am making this affidavit in support of my MOTION FOR PAYMENT OF FUNDS BELONGING TO DEFENDANT PURSUANT TO COURT'S DECREE TO ENSURE RECEIPT OF SAME, AND FOR IMMEDIATE PAYMENT OF COURT APPOINTED EXPERT ("Motion").

3. I have read the Motion prepared by my counsel and swear, to the best of my knowledge, that the facts as set forth therein are true and accurate, save and except any fact stated upon information and belief, and as to such facts I believe them to be true. I hereby reaffirm said facts as if set forth fully herein to the extent that they are not recited herein. If called upon by this Court, I will testify as to my personal knowledge of the truth and accuracy of the statements contained therein.

FURTHER AFFIANT SAYETH NAUGHT.

Lynita Sue Nelson
LYNITA SUE NELSON

Subscribed and sworn to before me
this 5th day of June, 2013.

Shari Aidukas
Notary Public in and for said
County and State.

NOTARY PUBLIC
SHARI AIDUKAS
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. OCT 26, 2013
No: 09-11568-1

COPY

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THE DICKERSON LAW GROUP
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Email: info@dickersonlawgroup.com
Attorneys for LYNITA SUE NELSON

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC L. NELSON, Plaintiff/Counterdefendant, v. LYNITA SUE NELSON Defendant/Counterclaimant.	CASE NO. D-09-411537-D DEPT NO. "O"
ERIC L. NELSON NEVADA TRUST dated May 30, 2001, and LSN NEVADA TRUST dated May 30, 2001, Necessary Parties (joined in this action pursuant to Stipulation and Order entered on August 9, 2011)	**RECEIPT OF COPY**

LANA MARTIN, as Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, Necessary Party (joined in this action pursuant to Stipulation and Order entered on August 9, 2011)/ Purported Counterclaimant and Crossclaimant, v. LYNITA SUE NELSON and ERIC NELSON, Purported Cross-Defendant and Counterdefendant,	)
LYNITA SUE NELSON, Counterclaimant, Cross-Claimant, and/or Third Party Plaintiff, v. ERIC L. NELSON, individually, and as the Investment Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001; the ERIC L. NELSON NEVADA TRUST dated May 30, 2001; LANA MARTIN, individually, and as the current and/or former Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, and as the former Distribution Trustee of the LSN NEVADA TRUST dated May 30, 2001; NOLA HARBER, individually, and as the current and/or former Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, and as the current and/or former Distribution Trustee of the LSN NEVADA TRUST dated May 30, 2001; ROCHELLE McGOWAN, individually; JOAN B. RAMOS, individually; and DOES I through X, Counterdefendants, and/or Cross-Defendants, and/or Third Party Defendants.	)

RECEIPT OF COPY

RECEIPT OF COPY of MOTION FOR PAYMENT OF FUNDS BELONGING TO DEFENDANT PURSUANT TO COURT'S DECREE TO ENSURE RECEIPT OF SAME, AND FOR IMMEDIATE PAYMENT OF COURT APPOINTED EXPERT is acknowledged this 6th day of June, 2013.

SOLOMON DWIGGINS FREER & MORSE, LTD.

By: Susan Grace

MARK A. SOLOMON, ESQ. 4:20pm
9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129

EXHIBIT 4

EXHIBIT 4

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CLERK OF THE COURT

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MOTN
THE DICKERSON LAW GROUP
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Facsimile: (702) 388-0210
Email: info@dickersonlawgroup.com
Attorneys for LYNITA SUE NELSON

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC L. NELSON,

Plaintiff/Counterdefendant,

v.

LYNITA SUE NELSON,

Defendant/Counterclaimant.

CASE NO. D-09-411537-D
DEPT NO. "O"

ERIC L. NELSON NEVADA TRUST dated May 30, 2001, and LSN NEVADA TRUST dated May 30, 2001,

Necessary Parties (joined in this action pursuant to Stipulation and Order entered on August 9, 2011)

LANA MARTIN, as Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001,

Necessary Party (joined in this action pursuant to Stipulation and Order entered on August 9, 2011)/ Purported Counterclaimant and Crossclaimant,

v.

LYNITA SUE NELSON and ERIC NELSON,

Purported Cross-Defendant and Counterdefendant,

LYNITA SUE NELSON,

Counterclaimant, Cross-Claimant, and/or Third Party Plaintiff,

v.

ERIC L. NELSON, individually and as the Investment Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001; the ERIC L. NELSON NEVADA TRUST dated May 30, 2001; LANA MARTIN, individually, and as the current and/or former Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, and as the former Distribution Trustee of the LSN NEVADA TRUST dated May 30, 2001);

Counterdefendant, and/or Cross-Defendants, and/or Third Party Defendants.

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING DATE.

DEFENDANT'S MOTION TO AMEND OR ALTER JUDGMENT, FOR DECLARATORY AND RELATED RELIEF

COMES NOW Defendant, LYNITA SUE NELSON ("LYNITA"), by and through her attorneys, ROBERT P. DICKERSON, ESQ., and KATHERINE L. PROVOST, ESQ., of THE DICKERSON LAW GROUP, and submits the following Motion to Amend or Alter Judgment and for Declaratory and Related Relief ("Motion"). Specifically, Lynita requests:

1. That the Court Amend or Alter its June 3, 2013 Decree of Divorce to provide more specificity and clarity concerning the Mississippi real property awarded to each of the parties in this action, more specifically, to enter an Order listing the parcels of real property awarded to either Eric or Lynita, by both Parcel ID and Legal Description as set forth on the attached **Exhibit A**;

2. That the Court Amend or Alter its June 3, 2013 Decree of Divorce to Order Eric and/or Lana Martin, in her capacity as the individual delegated by Eric to "defend, maintain and pursue any and all actions on behalf of the Eric L. Nelson Nevada Trust dated May 30, 2001 in relation to such claims" as set forth in the document entitled "Delegation of Lana A. Martin" dated August 19, 2011[1] to execute the correction Warranty Deeds attached as **Exhibit B** to this Motion within ten (10) days of presentation;

3. That the Court Amend or Alter its June 3, 2013 Decree of Divorce to include an Order requiring the parties to this action to execute any and all deeds, assignments, or any and all other instruments that may be required in order to effectuate the transfer of any and all interest either may have in and to the property awarded to Eric or Lynita (or either party's respective Trust) as set forth in the June 3, 2013 Decree of Divorce within ten (10) days of presentation, or if any party refuses to sign said documents then the Clerk of the Court shall sign the documents for the party that refuses to sign said documents to ensure that there is a full and complete transfer of the interest of one to the other as provided in the Decree of Divorce.

4. That the Court Amend or Alter its June 3, 2013 Decree of Divorce and enter an Order awarding Lynita an additional $151,166 in cash or other assets previously designated as being awarded to Eric in light of Eric's sale of two (2) of the seventeen (17) Banone, LLC rental properties, awarded to Lynita in the Decree, during the pendency of this action;

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[1] Intervenor's Trial Exhibit 165.

5. That the Court Amend or Alter its June 3, 2013 Decree of Divorce and enter an Order for Declaratory Relief, specifically declaring that Eric and Lynita, through their respective trusts, each holds a 50% membership interest in Dynasty Development Management, LLC, and all of its holdings, including the horse racing track and RV park which was purchased by the ELN Trust through Dynasty Development Management, LLC[2] during the course of this divorce action from Wyoming Racing, LLC for $440,000.00, OR ALTERNATIVELY, to re-open this case and permit discovery concerning the transaction involving Dynasty Development Management, LLC, Wyoming Racing, LLC, and the purchase an interest in Wyoming Racing, LLC a horse racing track and RV park for $440,000.00 which occurred in or about January 2013, as well as the current status of this asset, so that a separate trial date can be set to make a determination as to the disposition of this asset.

6. For such further relief as deemed appropriate in the premises including an award of attorneys fees and costs should this Court find that Eric and/or the ELN Trust has unnecessarily increased the costs of litigation as related to this Motion.

This Motion is made and based upon the following Memorandum of Points and Authorities, all papers and pleadings on file herein, as well as oral argument of counsel as may be permitted at the hearing on this matter.

DATED this 17th day of June, 2013.

THE DICKERSON LAW GROUP

ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for Defendant

[2] Incorrectly referred to as Dynasty Development Group in the Decree.

NOTICE OF MOTION

PLEASE TAKE NOTICE that the undersigned will bring the foregoing DEFENDANT'S MOTION TO AMEND OR ALTER JUDGMENT AND FOR DECLARATORY AND RELATED RELIEF on for hearing before the above-entitled Court, on the 17th day of July, 2013, at the hour of 2:00pm a.m./p.m., or as soon thereafter as counsel may be heard.

DATED this 17th day of June, 2013.

THE DICKERSON LAW GROUP

By

ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for Defendant

MEMORANDUM OF POINTS AND AUTHORITIES

I. STATEMENT OF FACTS

On June 3, 2013, this Court issued its Decree of Divorce ("Decree"), which was fifty (50) pages in length and contained extensive and detailed findings and Court Orders. In the Decree, Lynita[3] was awarded certain real property assets, including real property located in the State of Mississippi (the "Mississippi properties") and certain Banone, LLC properties (the "Banone properties").

Following entry of the Decree, Lynita's Nevada counsel participated in a telephone conference with Lynita's Mississippi counsel[4] concerning the best method

[3] Reference to property awarded to Lynita includes any and all property awarded to the LSN Nevada Trust u/a/d 5/30/01. Reference to property awarded to Eric includes any and all property awarded to the Eric L. Nelson Nevada Trust u/a/d 5/30/01.

[4] Je'Nell Blum, Esq. and Hugh Keating, Esq. - Dukes, Dukes, Keating and Faneca, P.A.

of resolving any title issues which exist for the Mississippi properties. Mississippi counsel has recommended that a clarifying order be obtained from this Court which specifically identifies, by Parcel ID and Legal Description, all of the Mississippi Properties. A complete list of the properties awarded by the Decree, by Parcel ID and Legal Description is attached to this Motion as **Exhibit A.** Further, Mississippi counsel has prepared certain Corrected Quitclaim Deeds which are attached to this Motion as **Exhibit B**. Such deeds are required to obtain clear title for the Mississippi properties which were awarded to Lynita by the terms of the Decree.

In reviewing the Decree and beginning preparations to transfer to Lynita the property awarded to her by the Decree it has become evident that while the Decree awards to Lynita "the Banone, LLC properties held by ELN Trust, with a comparable value of $1,184.236"[5] to "avoid the ELN Trust from being unjustly enriched", $151,166 of this award is illusory. This is so because during the pendency of this action, after the issuance of the Joint Preliminary Injunction in this action, Eric sold two (2) of the Banone, LLC properties, namely: 2209 Farmouth Circle (sold to employee, Rochelle McGowan's, parents) for $88,166 and 5704 Roseridge Avenue (sold to employee Keith Little) for $63,000. Despite such sales, these properties remained on Eric's list of Banone, LLC properties and was included by the Court's expert, Larry Bertsch, in his valuation of the Banone, LLC properties. This discrepancy should be addressed by the Court and remedied as addressed below.

Similarly, this Court left unresolved the issue of the existing interest in "Wyoming Downs", which is more accurately referred to as Dynasty Development Management, LLC and its real property and business holdings in or about Evanston, Wyoming. Eric, through the ELN Trust and Dynasty Development Management, LLC purchased "Wyoming Downs" during the pendency of this action. The Decree beginning at page 45, line 23 and continuing through page 46, line 3, identifies that

[5] Decree at page 20, lines 7-9.

there is an asset remaining to be addressed in this divorce action. Specifically, the Decree states:

> THE COURT FURTHER FINDS that as to the repurchase of Wyoming Downs by the ELN Trust via the Dynasty Development Group, this Court is without sufficient information regarding the details of the repurchase of the property, the value of the property and the encumbrances on the property to make a determination as to the disposition of the property, and accordingly, is not making any findings or decisions as to the disposition of the Wyoming Downs property at this time.

As to date no decision has been made concerning the disposition of this asset this Court should render a decision as to the disposition of this asset as suggested below so that the parties may have finality and closure of this divorce action.

II. LEGAL ARGUMENT

Nevada Rules of Civil Procedure, Rule 59(e)(2012), provides as follows: "A motion to alter or amend the judgment shall be filed no later than 10 days after service of written notice of entry of the judgment." The Decree and Notice of Entry of Decree were issued by the Court in this action on June 3, 2013. Accordingly, Lynita's Motion to amend and alter the judgment pursuant to NRCP 59(e) is timely filed.

Nevada Revised Statutes, Section 125.240 (2013), provides:

> NRS 125.240 Enforcement of judgment and orders: Remedies. **The final judgment and any order made before or after judgment may be enforced by the court by such order as it deems necessary.** A receiver may be appointed, security may be required, execution may issue, real or personal property of either spouse may be sold as under execution in other cases, and disobedience of any order may be punished as a contempt.

Furthermore, it is well settled that the Court has inherent authority to protect the dignity and decency of its proceedings, and to enforce its decrees. *See, e.g.,* Halverson v. Hardcastle, 123 Nev. 29, 163 P.3d 428, 440 (2007).

The relief Lynita has requested in this Motion is not extraordinary. Rather, this Motion is brought to ensure clarity of this Court's property division, to allow the parties to begin to effectuate the transfer of assets as ordered by the Court, and to dispose of the last remaining asset not addressed by the Decree.

A. Mississippi Properties

Lynita's first request to amend and alter the judgment issued on June 3, 2013 is to provide more specificity and clarity concerning the Mississippi property awarded to each of the parties in this action, more specifically, to enter an Order listing the parcels of real property awarded to either Eric or Lynita, by both Parcel ID and Legal Description. Thus, Lynita requests this Court issue and Order confirming the properties as set forth in the attached **Exhibit A**.

This Court has awarded to Lynita the parcels of Mississippi property identified in **Exhibit A**. For Lynita to receive the benefits of this property award she will need to be able to obtain clear title to each individual parcel awarded to her under the terms of the Decree. After consultation with Mississippi counsel the most efficient way to obtain clear title includes this Court amending its June 3, 2013 Decree to include an Order clarifying and providing more specificity concerning the Mississippi real property awarded to each of the parties in this action, which is the intent of **Exhibit A**, and to also require Eric and/or Lana Martin (his authorized designee) to execute certain Corrected Quitclaim Deeds which are necessary to obtain clear title to the Mississippi properties. The Corrected Quitclaim Deeds, which must be executed to obtain clear title, are provided to the Court as **Exhibit B** and Lynita requests this Court order execution of the deeds within ten (10) days.

To ensure there is no issue with the transfer of the Mississippi property to Lynita, this Court should further amend its June 3, 2013 Decree to include an Order requiring the parties to this action to execute any and all deeds, assignments, or any and all other instruments that may be required in order to effectuate the transfer of any and all interest either may have in and to the property awarded to Eric or Lynita as set forth in the June 3, 3013 Decree of Divorce within ten (10) days of presentation, or if any party refuses to sign said documents then the Clerk of the Court shall sign the documents for the party that refuses to sign said documents to ensure that there is a full and complete transfer of the interest of one to the other as provided in the Decree of Divorce.

B. Banone Properties

Lynita's second request to amend and alter the judgment issued on June 3, 2013 is to address the illusory award of $1,184,236 in Banone, LLC properties to Lynita. During the pendency of this action, after the implementation of the Joint Preliminary Injunction, Eric sold two (2) of the Banone, LLC properties located in Nevada. These two (2) properties are the properties located at 5704 Roseridge Avenue (which was sold for $63,000 on or about January 23, 2012 to Keith Little, one of Eric's employees) and 2209 Farmouth Circle (which was sold for $88,166 to Wendell and Lauretta McGowan, the parents of Rochelle McGowan, one of Eric's employees). Despite these sales these two (2) properties remained on Eric's list of Banone, LLC properties which was provided to Larry Bertsch and were included in Mr. Bertsch's value for Banone, LLC.

This Court awarded the Banone, LLC properties to Lynita and issued a specific finding that "in order to avoid the ELN Trust from being unjustly enriched . . . the LSN Trust should be awarded the Banone, LLC properties held by ELN Trust with a comparable value of $1,184.236". To prevent this Court's award to Lynita from being illusory, the Decree will need to be amended and altered to award awarding Lynita an additional $151,166 in cash or other assets. Lynita suggests the simplest manner of doing so would be to award her an additional $151,166 from the approximate $500,000 in cash awarded to Eric from the $1,568,000 previously held in trust by David Stephens, Esq. Alternately, this Court could award Lynita other income producing assets[6].

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[6] As the Court's decision imputes a monthly cash flow to Lynita in the amount of $13,000 from the income producing properties she is to receive in the overall divorce settlement the $151,166 must be in the form of cash or income producing assets. The only other income producing assets which exist are the Banone Arizona properties which have been individually itemized by Larry Bertsch in his July

C. **Wyoming Downs**

Finally, Lynita's last request to amend and alter the judgment issued on June 3, 2013 is to address the sole remaining asset not adjudicated in the June 3, 2013 Decree. The Decree makes clear that the Court believes it was "without sufficient information regarding the details of the repurchase of the property, the value of the property and the encumbrances on the property to make a determination as to the disposition of the property, and, accordingly, is not making any findings or decisions as to the disposition of the Wyoming Downs property at this time." As no decision has been made to date concerning the "Wyoming Downs" property referred to at pages 45-46 of the Decree this issue remains unresolved.

Lynita proposes two ways for the Court to reach a the resolution of this issue. First, this Court could amend or Alter its June 3, 2013 Decree of Divorce and enter an Order for Declaratory Relief, specifically declaring that Plaintiff and Defendant each hold a 50% membership interest in Dynasty Development Management, LLC, and all of its holdings, including the horse racing track and RV park which was purchased by Plaintiff through Dynasty Development Management, LLC during the course of this divorce action from Wyoming Racing, LLC for $440,000.00 ("Wyoming Downs"). This declaratory relief would be consistent with the holding of First Nat'l Bank v. Wolff, 66 Nev. 51, 202 P.2d 878 (1949), that indicates that "[a]fter the divorce, the parties to the divorce suit become tenants in common in the omitted property." Id. at 56, 202 P.2d at 881; accord Molvik v. Molvik, 31 Wn.App. 133, 639 P.2d 238 (1982); Henn v. Henn, 26 Cal.3d 323, 161 Cal.Rptr. 502, 605 P.2d 10 (1980). Alternatively, Lynita requests this Court re-open this case and permit discovery concerning the transaction involving Dynasty Development Management, LLC and Wyoming Racing, which occurred in or about January 2013 and resulted in the purchase of Wyoming

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5, 2011 Notice of Filing Asset Schedule and Notes to Asset Schedule.

Downs as well as the current status of this asset.[7] By entering an order reopening discovery concerning "Wyoming Downs" this Court will ensure both parties have the opportunity to obtain the necessary information to present all claims concerning this asset during a separate trial proceeding, which will result in a final determination as to the disposition of this property.

D. Attorney Fees

The relief requested by Lynita in this Motion is not extraordinary. Rather, it is warranted and justified under the circumstances. While Lynita expects that Eric and/or the ELN Trust will oppose this Motion, as he has opposed nearly every request made by Lynita during this litigation, should this Court find that Eric and/or the ELN Trust has unnecessarily increased the costs of litigation as related to this Motion then Lynita requests an award of attorneys fees commensurate with the fees and costs she will incur in defending against any such opposition(s).

III. CONCLUSION

Based upon the foregoing, Lynita respectfully requests the Court to alter or amend its following Orders and grant her requests for relief:

1. That the Court Amend or Alter its June 3, 2013 Decree of Divorce to provide more specificity and clarity concerning the Mississippi real property awarded to each of the parties in this action, more specifically, to enter an Order listing the parcels of real property awarded to either Eric or Lynita, by both Parcel ID and Legal Description as set forth on the attached **Exhibit A**;

2. That the Court Amend or Alter its June 3, 2013 Decree of Divorce to Order Eric and/or Lana Martin, in her capacity as the individual delegated by Eric to "defend, maintain and pursue any and all actions on behalf of the Eric L. Nelson Nevada Trust dated May 30, 2001 in relation to such claims" as set forth in the document entitled "Delegation of Lana A. Martin" dated August 19, 2011 to execute

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[7] Based upon information available online it appears that Eric intends to conduct a 16 day horse racing event at Wyoming Downs as early as Spring 2014. See **Exhibit C.**

the correction Warranty Deeds attached as **Exhibit B** to this Motion within ten (10) days of presentation;

3. That the Court Amend or Alter its June 3, 2013 Decree of Divorce to include an Order requiring the parties to this action to execute any and all deeds, assignments, or any and all other instruments that may be required in order to effectuate the transfer of any and all interest either may have in and to the property awarded to Eric or Lynita (or either party's respective Trust) as set forth in the June 3, 2013 Decree of Divorce within ten (10) days of presentation, or if any party refuses to sign said documents then the Clerk of the Court shall sign the documents for the party that refuses to sign said documents to ensure that there is a full and complete transfer of the interest of one to the other as provided in the Decree of Divorce.

4. That the Court Amend or Alter its June 3, 2013 Decree of Divorce and enter an Order awarding Lynita an additional $151,166 in cash or other assets previously designated as being awarded to Eric in light of Eric's sale of two (2) of the seventeen (17) Banone, LLC rental properties, awarded to Lynita in the Decree, during the pendency of this action;

5. That the Court Amend or Alter its June 3, 2013 Decree of Divorce and enter an Order for Declaratory Relief, specifically declaring that Eric and Lynita, through their respective trusts, each holds a 50% membership interest in Dynasty Development Management, LLC, and all of its holdings, including the horse racing track and RV park which was purchased by the ELN Trust through Dynasty Development Management, LLC during the course of this divorce action from Wyoming Racing, LLC for $440,000.00, OR ALTERNATIVELY, to re-open this case and permit discovery concerning the transaction involving Dynasty Development Management, LLC, Wyoming Racing, LLC, and the purchase an interest in Wyoming Racing, LLC a horse racing track and RV park for $440,000.00 which occurred in or about January 2013, as well as the current status of this asset, so that a separate trial date can be set to make a determination as to the disposition of this asset.

6. For such further relief as deemed appropriate in the premises including an award of attorneys fees and costs should this Court find that Eric and/or the ELN Trust has unnecessarily increased the costs of litigation as related to this Motion.

DATED this 17th day of June, 2013.

THE DICKERSON LAW GROUP

ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for Defendant

DECLARATION OF KATHERINE L. PROVOST, ESQ.

STATE OF NEVADA)
COUNTY OF CLARK)

I, KATHERINE L. PROVOST, ESQ., declare under penalty of perjury under the law of the State of Nevada that the following statement is true and correct:

1. I am over the age of 18 years. I am an attorney at THE DICKERSON LAW GROUP, and one (1) of the attorneys representing Defendant, LYNITA NELSON ("Lynita"), in this action. I have personal knowledge of the facts contained herein, and I am competent to testify thereto.

2. I am making this declaration in support of DEFENDANT'S MOTION TO AMEND OR ALTER JUDGMENT, FOR DECLARATORY AND RELATED RELIEF(the "Motion").

3. I have prepared the Motion and swear, to the best of my knowledge, that the facts as set forth therein are true and accurate, save and except any fact stated upon information and belief, and as to such facts I believe them to be true. I hereby reaffirm said facts as if set forth fully herein to the extent that they are not recited herein. If called upon by this Court, I will testify as to my personal knowledge of the truth and accuracy of the statements contained therein.

FURTHER DECLARANT SAYETH NAUGHT.

KATHERINE L. PROVOST, ESQ.

0001

DISTRICT COURT

CLARK COUNTY, NEVADA

ERIC L. NELSON Plaintiff(s), -vs- LYNITA SUE NELSON Defendant(s).	CASE NO. D411537 DEPT. NO. O **FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)**

Party Filing Motion/Opposition: ☐ Plaintiff/Petitioner ☒ Defendant/Respondent

MOTION FOR OPPOSITION TO Defendant's Motion to Amend or Alter Judgment, for Declaratory and Related Relief

Motions and Oppositions to Motions filed after entry of a final order pursuant to NRS 125, 125B or 125C are subject to the Re-open filing fee of $25.00, unless specifically excluded. (NRS 19.0312) ***NOTICE:*** *If it is determined that a motion or opposition is filed without payment of the appropriate fee, the matter may be taken off the Court's calendar or may remain undecided until payment is made.*	**Mark correct answer with an "X."** 1. No final Decree or Custody Order has been entered. ☐ YES ☒ NO 2. This document is filed solely to adjust the amount of support for a child. No other request is made. ☐ YES ☒ NO 3. This motion is made for reconsideration or a new trial and is filed within 10 days of the Judge's Order If YES, provide file date of Order: ______ ☐ YES ☒ NO If you answered YES to any of the questions above, you are not subject to the $25 fee.

Motion/Opposition ☒ IS ☐ IS NOT subject to $25 filing fee

Dated this 17th of June, ~~200~~ 2013

Shari Aidukas
Printed Name of Preparer

Signature of Preparer

Exhibit "A"

EXHIBIT "A"

IT IS HEREBY ORDERED, ADJUDGED, and DECREED that the following Mississippi properties shall remain in or be transferred into the ERIC L. NELSON NEVADA TRUST u/a/d 5/30/01:

(1) Parcel ID 176-0-13-086.001 - Lots 107 & 18-37, Land In Water Ranchettes;

(2) Parcel ID 176-0-13-086.002 - Lots 8-17, Land in Water Ranchettes;

IT IS HEREBY ORDERED, ADJUDGED, and DECREED that the following Mississippi properties shall remain in or be transferred into the LSN NEVADA TRUST u/a/d 5/30/01:

(1) Parcel ID 164P-0-19-063.000 - Lots 1-16, Block 79, Gulfview Subdivision and Part of abandoned Waite & Michigan Street

(2) Parcel ID 164K-0-20-014.000 - Lots 7 & 8, Block 93, Gulfview Subdivision

(3) Parcel ID 164K-0-20-016.000 - Parcels D, E, & K and Part Lots 4 & 5, Block 103 Gulfview Subdivision

(4) Parcel ID 164K-0-20-017.000 - Parts of Lots B & C, Block 103 Gulfview Subdivision

(5) Parcel ID 164K-0-20-017.001 - Part of Lots 2, 3 and Part of 13-16, Block 103, Gulfview Subdivision

(6) Parcel ID 164K-0-20-018.000 - Lot A and 1, Block 103, Gulfview Subdivision

(7) Parcel ID 164Q-0-20-015.000 - Part of Lot 7, Block 103, Gulfview Subdivision, Parcel G

(8) Parcel ID 164Q-0-20-016.000 - Part of Lots F and 6. Block 103, Gulfview Subdivision

(9) Parcel ID 164L-0-19-071.000 - Lot 5, Block 82, Gulfview (L-3-72)

(10)[1] Parcel ID 164F-0-18-003.000 - Part of the NE 1/4 of SE 1/4 Section 18, Township 9 South, Range 14 West

(11)[2] Parcel ID 164F-0-18-003.001 - Part of the NE 114 of SE 1/4 South of Railroad

(12)[3] Parcel ID 164F-0-18-003.002 - Part of the SE 1/4-SE 1/4, Section 18, Township 9 South, Range 14 West

(13) Parcel ID 164K-0-20-001.000 - All of Block 88, Gulfview Subdivision

(14) Parcel ID 164K-0-20-002.000 - All of Block 89, Gulfview Subdivision

(15) Parcel ID 164K-0-20-003.000 - All of Block 90 Gulfview Subdivision

(16) Parcel ID 164K-0-20-004.000 - All of Block 91, Gulfview Subdivision

(17) Parcel ID 164K-0-20-005.000 - Lots 1 & 2, Block 92, Gulfview Subdivision (T-4-50 AA53-51)

(18) Parcel ID 164K-0-20-006.000 - Lot 3, Block 92, Gulfview Subdivision

(19) Parcel ID 164K-0-20-007.000 - Lot 4, Block 92, Gulfview Subdivision

(20) Parcel ID 164K-0-20-008.001 - Lots 9 & 10, Block 92, Gulfview Subdivision and part of abandoned Michigan Street

(21) Parcel ID 164K-0-20-009.000 - Lot 11 , Block 92, Gulfview Subdivision

(22) Parcel ID 164K-0-20-012.000 - Lot 14, Block 92, Gulfview Subdivision

(23) Parcel ID 164K-0-20-020.000 - Lots 13, 20, and east half of Lots 14 & 19, Block 10, Gulfview Subdivision

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[1] Title to this property is held in the name of Grotta Financial Partnership, an entity in which the LSN Trust holds a 16.67% interest.

[2] Title to this property is held in the name of Grotta Financial Partnership, an entity in which the LSN Trust holds a 16.67% interest.

[3] Title to this property is held in the name of Grotta Financial Partnership, an entity in which the LSN Trust holds a 16.67% interest.

(24) Parcel ID 164K-0-20-022.000 - Part of Lots 9-12 and water lot, Gulfview Subdivision

(25) Parcel ID 164K-0-20-024.000 - Part of Block 104 Gulfview Subdivision and Lots 21-24 Water Lot

(26) Parcel ID 164K-0-20-028.000 - Lots 12, 21 -24, Block 104, Gulfview Subdivision

(27) Parcel ID 164K-0-20-029.000 - Lot 17, Block 104 , Gulfview Subdivision

(28) Parcel ID 164K-0-20-030.000 - Lots 1-16, Block 105, Gulfview Subdivision

(29) Parcel ID 164K-0-20-031.000 - Part of Lots 11 & 12, Block 112 Gulfview Subdivision and part of abandoned Ladner Street

(30) Parcel ID 164K-0-20-032.000 - Part of Lots 12 & 13, (74'x150') Block 11, Gulfview Subdivision

(31) Parcel ID 164K-0-20-033.000 - All of Lot 14 , Part of Lots 10-12 & Part of Auston Street, Block 112, Gulfview Subdivision

(32) Parcel ID 164K-0-20-034.000 - Part of Lots 10 & 11, Block 112 Gulfview Subdivision

(33) Parcel ID 1 64K-0-20-035.000 - Part of Lots 1, 2, 13-16, Block 112, Gulfview Subdivision

(34) Parcel ID 164K-0-20-037.000 - Lots 1-14, Block 106, Gulfview Subdivision

(35) Parcel ID 164K-0-20-038.000 - Part of Lots 3-6, All of 7-11, Part of 12-15, Block 111 , Gulfview Subdivision

(36) Parcel ID 164K-0-20-041.000 - Part of Lots 1-5 & 15-16, Block 111, Gulfview Subdivision

(37) Parcel ID 164K-0-20-042.000 - All of Block 113, Gulfview Subdivision

(38) Parcel ID 164K-0-20-044.000 - Part of Block 110, Gulfview Subdivision

(39) Parcel ID 164K-0-20-046.000 - All of Block 107, Gulfview Subdivision

(40) Parcel ID 164K-0-20-047.000 - All of Block 108, Gulfview Subdivision

(41) Parcel ID 164K-0-20-048.000 - All of Block 109,Gulfview Subdivision

(42) Parcel ID 164K-0-20-049.000 - Lots 1-16, Block 115, Gulfview Subdivision

(43) Parcel ID l64L-0-19-052.000 - Lot 9, Block 61, Gulfview Subdivision

(44) Parcel ID I64L-0-19-053.000 - All of Block 61 except Lot 9, Gulfview Subdivision

(45) Parcel ID 164L-0-19-064.000 - Lots 1 -4 & 13-16, Block 70, Gulfview Subdivision

(46) Parcel ID 164L-0-19-080.001 - Lots 15 & 16, Block 83, Gulfview Subdivision & part of abandoned Michigan Street

(47) Parcel ID 1640-0-17-053.000 - Block 40-A, 4 & 5, Chalona Beach AA-17

(48) Parcel ID l64K-0-20-023.000 - Lots 9-12, Block 104, Gulfview Subdivision

(49) Parcel ID 164K-0-20-023.001 - Part of Block 104, Gulfview Subdivision

(50) Parcel ID 164P-0-19-059.000 - Lots 9-12 Block 82, Gulfview Subdivision

Exhibit "B"

Prepared By & Return To:
Je'Nell B. Blum MSB#100466
2909 13th Street - Suite 601
Gulfport, MS 39501
Ph 228-868-1111
File No.: 2809.0001

Index In:
Blocks 88, 89,90,91,105,107,108,109,
110,111,112,113 & 115 AND
Lots 1-14 Block 106 AND
Lots 12, 21, 22, & 23, Block 104
in Sec 20-T9S-R12W.

Grantor: Dynasty, Inc.
3611 S. Lindell Rd., Ste 201
Las Vegas, NV 89103
Ph 702-362-3030

Grantee: Dynasty Limited
3611 S. Lindell Rd., Ste 201
Las Vegas, NV 89103
Ph 702-362-3030

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

CORRECTED QUITCLAIM DEED

FOR AND IN CONSIDERATION of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **DYNASTY, INC.,** Grantor, does hereby sell, convey and quitclaim unto **DYNASTY LIMITED,** Grantee, any and all interest that it may hold in the following described real property situated in the Hancock County, Mississippi, and being more particularly described as follows:

[SEE EXHIBIT "A" ATTACHED]

This conveyance is subject to any and all recorded rights-of-way, restrictions, reservations, covenants and easements.

This corrected Quitclaim Deed is given to correct the legal description and notary acknowledgment in that Quitclaim Deed dated September 19, 2003 and recorded in Deed Book BB270, Page 675.

Witness my signature, this the ____ day of ________________, 2013.

DYNASTY, INC.

____
Eric L. Nelson

STATE OF ______________
COUNTY OF ____________

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this ________ day of ____________________, 2013, within my jurisdiction, the within named **Eric L. Nelson,** who acknowledged that he is ______________of **Dynasty, Inc.**, and that for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

____
NOTARY PUBLIC

My commission expires: ____________

EXHIBIT "A"

PARCEL 1: All of Blocks 88, 89, 90, 91, 105, 107, 108, 109 and 115, GULFVIEW SUBDIVISION, Hancock County, Mississippi, as per the official plat of said subdivision on file in the office of the Clerk of the Chancery Court of Hancock County, Mississippi.

PARCEL 2: Lots 1 through 14, inclusive, Block 106, GULFVIEW SUBDIVISION, Hancock County, Mississippi, as per the official plat of said subdivision on file in the office of the Clerk of the Chancery Court of Hancock County, Mississippi.

PARCEL 3: All of Block 110, GULFVIEW SUBDIVISION, Hancock County, Mississippi, as per the official plat of said subdivision on file in the office of the Clerk of the Chancery Court of Hancock County, Mississippi; LESS AND EXCEPT that part of said Block previously conveyed by Grace A. Ortte, by deed dated January 12, 1952 and recorded in Book I-9, Page 133 and deed dated August 7, 1978 and recorded in Book AA-26, Page 487, Deed Records of Hancock County, Mississippi.

PARCEL 4: All of Block 111, GULFVIEW SUBDIVISION, Hancock County, Mississippi, as per the official plat of said subdivision on file in the office of the Clerk of the Chancery Court of Hancock County, Mississippi; LESS AND EXCEPT that part of said Block previously conveyed by Grace A. Ortte, by deed dated January 12, 1952 and recorded in Book I-9, Page 133 and deed dated April 22, 1954, and recorded in Book J-8, page 495, Deed Records of Hancock County, Mississippi.

PARCEL 5: All of Block 112, lying Northwest of Beach Boulevard in GULFVIEW SUBDIVISION, Hancock County, Mississippi, as per the official plat of said subdivision on file in the office of the Clerk of the Chancery Court of Hancock County, Mississippi; LESS AND EXCEPT that part previously conveyed by Grace A. Ortte to N.S. Hunt, by deed dated March 16, 1960 and recorded in Book M-7, Page 91, Deed Records of Hancock County, Mississippi.

PARCEL 6: All that part of Block 113, lying Northwesterly of Beach Boulevard, GULFVIEW SUBDIVISION, Hancock County, Mississippi, as per the official plat of said subdivision on file in the office of the Clerk of the Chancery Court of Hancock County, Mississippi.

PARCEL 7: All of Grantor's right, title and interest in and to all alleyways, streets and avenues which have been previously abandoned by governmental action or which have been abandoned by implication.

PARCEL 8: All of Grantor's right, title and interest, including riparian rights, in and to any property lying East and Southeast of Beach Boulevard and East and Southeast of any of parcels of property described above.

Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining.

For the same consideration as above mentioned, the Grantor herein does also convey and quitclaim unto the Grantee herein, all of its right, title and interest in and to the following described property located in Hancock County, Mississippi, and being more particularly described as follows, to-wit:

PARCEL 1: A parcel of land situated in part of Blocks 105 and 112, GULFVIEW SUBDIVISION, Hancock County, Mississippi, and being more fully described as follows:

Commencing at the intersection of the North right of way of Lakeshore Road with the Northwesterly right of way of Beach Boulevard; thence North 23 degrees 37 minutes 44 seconds along the Northwesterly right of way of Beach Boulevard, 545.00 feet to a point, said point being the place of beginning; thence South 23 degrees 37 minutes 44 seconds West along fence line 89.60 feet to a fence corner; thence North 65 degrees 58 minutes 44 seconds West along fence line 146.30 feet to

a fence corner; thence North 22 degrees 24 minutes 59 seconds East along fence line 169.29 feet to a fence corner; thence South 64 degrees 09 minutes 25 seconds East along a fence line 150.00 feet to a point on the Northwesterly right of way of Beach Boulevard; thence South 32 degrees 37 minutes 44 seconds West along the Northwesterly right of way of Beach Boulevard and a fence line 75 feet to the place of beginning. Containing 24,703 square feet of land, more or less. LESS AND EXCEPT that portion previously conveyed to Norman Du'Rapau on September 2, 1971, and recorded in Book W-9, Page 271, Deed Records of Hancock County, Mississippi.

PARCEL 2: All that part of Lots 12, 21, 22 and 23, Block 104, GULFVIEW SUBDIVISION not previously sold.

PARCEL 3: All of the Lots, Blocks and Abandoned Streets in Gulfview Subdivision whether or not correctly described above which are bounded on the North by the North line of Section 20, Township 9 South, Range 14 West; on the West by the West line of Section 20, Township 9 South, Range 14 West; on the South by Central Avenue; and on the East or Southeast by Beach Boulevard.

Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining, and including riparian and/or littoral rights adjacent to the above described property.

Prepared By & Return To:
Je'Nell B. Blum MSB#100466
2909 13th Street - Suite 601
Gulfport, MS 39501
Ph 228-868-1111
File No.: 2809.0001

Index In:
Blocks 88, 89,90,91,105,107,108,109,
110,111,112,113 & 115 AND
Lots 1-14 Block 106 AND
Lots 12, 21, 22, & 23, Block 104
in Sec 20-T9S-R12W.

Grantor: Dynasty, Inc.
3611 S. Lindell Rd., Ste 201
Las Vegas, NV 89103
Ph 702-362-3030

Grantee: Eric L. Nelson, Nevada Trust
3611 S. Lindell Rd., Ste 201
Las Vegas, NV 89103
Ph 702-362-3030

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

CORRECTED QUITCLAIM DEED

FOR AND IN CONSIDERATION of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **DYNASTY, INC.**, Grantor, does hereby sell, convey and quitclaim unto **ERIC L. NELSON NEVADA TRUST u/a/d 5-30-01**, Grantee, any and all interest that it may hold in the following described real property situated in the Hancock County, Mississippi, and being more particularly described as follows:

[SEE EXHIBIT "A" ATTACHED]

This conveyance is subject to any and all recorded rights-of-way, restrictions, reservations, covenants and easements.

This corrected Quitclaim Deed is given to correct the legal description and notary acknowledgment in that Quitclaim Deed dated September 19, 2003 and recorded in Deed Book BB279, Page 236.

Witness my signature, this the ____ day of ________________, 2013.

DYNASTY, INC.

____
Eric L. Nelson
Title: ________

STATE OF ____________
COUNTY OF __________

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this _______ day of ________________ , 2013, within my jurisdiction, the within named **Eric L. Nelson**, who acknowledged that he is _____________ of **Dynasty, Inc.**, and that for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

____
NOTARY PUBLIC

My commission expires: ___________

EXHIBIT "A"

PARCEL 1: All of Blocks 88, 89, 90, 91, 105, 107, 108, 109 and 115, GULFVIEW SUBDIVISION, Hancock County, Mississippi, as per the official plat of said subdivision on file in the office of the Clerk of the Chancery Court of Hancock County, Mississippi.

PARCEL 2: Lots 1 through 14, inclusive, Block 106, GULFVIEW SUBDIVISION, Hancock County, Mississippi, as per the official plat of said subdivision on file in the office of the Clerk of the Chancery Court of Hancock County, Mississippi.

PARCEL 3: All of Block 110, GULFVIEW SUBDIVISION, Hancock County, Mississippi, as per the official plat of said subdivision on file in the office of the Clerk of the Chancery Court of Hancock County, Mississippi; LESS AND EXCEPT that part of said Block previously conveyed by Grace A. Ortte, by deed dated January 12, 1952 and recorded in Book I-9, Page 133 and deed dated August 7, 1978 and recorded in Book AA-26, Page 487, Deed Records of Hancock County, Mississippi.

PARCEL 4: All of Block 111, GULFVIEW SUBDIVISION, Hancock County, Mississippi, as per the official plat of said subdivision on file in the office of the Clerk of the Chancery Court of Hancock County, Mississippi; LESS AND EXCEPT that part of said Block previously conveyed by Grace A. Ortte, by deed dated January 12, 1952 and recorded in Book I-9, Page 133 and deed dated April 22, 1954, and recorded in Book J-8, page 495, Deed Records of Hancock County, Mississippi.

PARCEL 5: All of Block 112, lying Northwest of Beach Boulevard in GULFVIEW SUBDIVISION, Hancock County, Mississippi, as per the official plat of said subdivision on file in the office of the Clerk of the Chancery Court of Hancock County, Mississippi; LESS AND EXCEPT that part previously conveyed by Grace A. Ortte to N.S. Hunt, by deed dated March 16, 1960 and recorded in Book M-7, Page 91, Deed Records of Hancock County, Mississippi.

PARCEL 6: All that part of Block 113, lying Northwesterly of Beach Boulevard, GULFVIEW SUBDIVISION, Hancock County, Mississippi, as per the official plat of said subdivision on file in the office of the Clerk of the Chancery Court of Hancock County, Mississippi.

PARCEL 7: All of Grantor's right, title and interest in and to all alleyways, streets and avenues which have been previously abandoned by governmental action or which have been abandoned by implication.

PARCEL 8: All of Grantor's right, title and interest, including riparian rights, in and to any property lying East and Southeast of Beach Boulevard and East and Southeast of any of parcels of property described above.

Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining.

For the same consideration as above mentioned, the Grantor herein does also convey and quitclaim unto the Grantee herein, all of its right, title and interest in and to the following described property located in Hancock County, Mississippi, and being more particularly described as follows, to-wit:

PARCEL 1: A parcel of land situated in part of Blocks 105 and 112, GULFVIEW SUBDIVISION, Hancock County, Mississippi, and being more fully described as follows:

Commencing at the intersection of the North right of way of Lakeshore Road with the Northwesterly right of way of Beach Boulevard; thence North 23 degrees 37 minutes 44 seconds along the Northwesterly right of way of Beach Boulevard, 545.00 feet to a point, said point being the place of beginning; thence South 23 degrees 37 minutes 44 seconds West along fence line 89.60 feet to a fence corner; thence North 65 degrees 58 minutes 44 seconds West along fence line 146.30 feet to

a fence corner; thence North 22 degrees 24 minutes 59 seconds East along fence line 169.29 feet to a fence corner; thence South 64 degrees 09 minutes 25 seconds East along a fence line 150.00 feet to a point on the Northwesterly right of way of Beach Boulevard; thence South 32 degrees 37 minutes 44 seconds West along the Northwesterly right of way of Beach Boulevard and a fence line 75 feet to the place of beginning. Containing 24,703 square feet of land, more or less. LESS AND EXCEPT that portion previously conveyed to Norman Du'Rapau on September 2, 1971, and recorded in Book W-9, Page 271, Deed Records of Hancock County, Mississippi.

PARCEL 2: All that part of Lots 12, 21, 22 and 23, Block 104, GULFVIEW SUBDIVISION not previously sold.

PARCEL 3: All of the Lots, Blocks and Abandoned Streets in Gulfview Subdivision whether or not correctly described above which are bounded on the North by the North line of Section 20, Township 9 South, Range 14 West; on the West by the West line of Section 20, Township 9 South, Range 14 West; on the South by Central Avenue; and on the East or Southeast by Beach Boulevard.

Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining, and including riparian and/or littoral rights adjacent to the above described property.

Prepared By & Return To:
Je'Nell B. Blum MSB#100466
2909 13th Street - Suite 601
Gulfport, MS 39501
Ph 228-868-1111
File No.: 2809.0001

Index In:
Blocks 88, 89,90,91,105,107,108,109,
110,111,112,113 & 115 AND
Lots 1-14 Block 106 AND
Lots 12, 21, 22, & 23, Block 104
in Sec 20-T9S-R12W.

Grantor: Dynasty Limited
3611 S. Lindell Rd., Ste 201
Las Vegas, NV 89103
Ph 702-362-3030

Grantee: Eric Nelson Nevada Trust
3611 S. Lindell Rd., Ste 201
Las Vegas, NV 89103
Ph 702-362-3030

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

CORRECTED GRANT, BARGAIN, SALE DEED

FOR AND IN CONSIDERATION of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **DYNASTY LIMITED,** Grantor, does hereby grant, bargain sell and convey unto **ERIC L. NELSON TRUSTEE OF ERIC L. NELSON NEVADA TRUST u/a/d 5-30-01** Grantee, any and all interest that it may hold in the following described real property situated in the Hancock County, Mississippi, and being more particularly described as follows:

[SEE EXHIBIT "A" ATTACHED]

This conveyance is subject to any and all recorded rights-of-way, restrictions, reservations, covenants and easements.

This corrected Quitclaim Deed is given to correct the legal description and notary acknowledgment in that Quitclaim Deed dated November 12, 2004 and recorded in Deed Book BB279, Page 234.

Witness my signature, this the ____ day of ________________, 2013.

DYNASTY LIMITED

By:________________________
Eric L. Nelson
Title:________

STATE OF ____________
COUNTY OF __________

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this ________ day of __________________, 2013, within my jurisdiction, the within named **Eric L. Nelson**, who acknowledged that he is ____________________ of **Dynasty Limited**, and that for and on behalf of said corporation, and as its act and deed, he executed the above instrument, after first having been duly authorized so to do.

____
NOTARY PUBLIC

My commission expires: ___________

EXHIBIT "A"

PARCEL 1: All of Blocks 88, 89, 90, 91, 105, 107, 108, 109 and 115, GULFVIEW SUBDIVISION, Hancock County, Mississippi, as per the official plat of said subdivision on file in the office of the Clerk of the Chancery Court of Hancock County, Mississippi.

PARCEL 2: Lots 1 through 14, inclusive, Block 106, GULFVIEW SUBDIVISION, Hancock County, Mississippi, as per the official plat of said subdivision on file in the office of the Clerk of the Chancery Court of Hancock County, Mississippi.

PARCEL 3: All of Block 110, GULFVIEW SUBDIVISION, Hancock County, Mississippi, as per the official plat of said subdivision on file in the office of the Clerk of the Chancery Court of Hancock County, Mississippi; LESS AND EXCEPT that part of said Block previously conveyed by Grace A. Ortte, by deed dated January 12, 1952 and recorded in Book I-9, Page 133 and deed dated August 7, 1978 and recorded in Book AA-26, Page 487, Deed Records of Hancock County, Mississippi.

PARCEL 4: All of Block 111, GULFVIEW SUBDIVISION, Hancock County, Mississippi, as per the official plat of said subdivision on file in the office of the Clerk of the Chancery Court of Hancock County, Mississippi; LESS AND EXCEPT that part of said Block previously conveyed by Grace A. Ortte, by deed dated January 12, 1952 and recorded in Book I-9, Page 133 and deed dated April 22, 1954, and recorded in Book J-8, page 495, Deed Records of Hancock County, Mississippi.

PARCEL 5: All of Block 112, lying Northwest of Beach Boulevard in GULFVIEW SUBDIVISION, Hancock County, Mississippi, as per the official plat of said subdivision on file in the office of the Clerk of the Chancery Court of Hancock County, Mississippi; LESS AND EXCEPT that part previously conveyed by Grace A. Ortte to N.S. Hunt, by deed dated March 16, 1960 and recorded in Book M-7, Page 91, Deed Records of Hancock County, Mississippi.

PARCEL 6: All that part of Block 113, lying Northwesterly of Beach Boulevard, GULFVIEW SUBDIVISION, Hancock County, Mississippi, as per the official plat of said subdivision on file in the office of the Clerk of the Chancery Court of Hancock County, Mississippi.

PARCEL 7: All of Grantor's right, title and interest in and to all alleyways, streets and avenues which have been previously abandoned by governmental action or which have been abandoned by implication.

PARCEL 8: All of Grantor's right, title and interest, including riparian rights, in and to any property lying East and Southeast of Beach Boulevard and East and Southeast of any of parcels of property described above.

Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining.

For the same consideration as above mentioned, the Grantor herein does also convey and quitclaim unto the Grantee herein, all of its right, title and interest in and to the following described property located in Hancock County, Mississippi, and being more particularly described as follows, to-wit:

PARCEL 1: A parcel of land situated in part of Blocks 105 and 112, GULFVIEW SUBDIVISION, Hancock County, Mississippi, and being more fully described as follows:

Commencing at the intersection of the North right of way of Lakeshore Road with the Northwesterly right of way of Beach Boulevard; thence North 23 degrees 37 minutes 44 seconds along the Northwesterly right of way of Beach Boulevard, 545.00 feet to a point, said point being the place of beginning; thence South 23 degrees 37 minutes 44 seconds West along fence line 89.60 feet to a fence corner; thence North 65 degrees 58 minutes 44 seconds West along fence line 146.30 feet to

a fence corner; thence North 22 degrees 24 minutes 59 seconds East along fence line 169.29 feet to a fence corner; thence South 64 degrees 09 minutes 25 seconds East along a fence line 150.00 feet to a point on the Northwesterly right of way of Beach Boulevard; thence South 32 degrees 37 minutes 44 seconds West along the Northwesterly right of way of Beach Boulevard and a fence line 75 feet to the place of beginning. Containing 24,703 square feet of land, more or less. LESS AND EXCEPT that portion previously conveyed to Norman Du'Rapau on September 2, 1971, and recorded in Book W-9, Page 271, Deed Records of Hancock County, Mississippi.

PARCEL 2: All that part of Lots 12, 21, 22 and 23, Block 104, GULFVIEW SUBDIVISION not previously sold.

PARCEL 3: All of the Lots, Blocks and Abandoned Streets in Gulfview Subdivision whether or not correctly described above which are bounded on the North by the North line of Section 20, Township 9 South, Range 14 West; on the West by the West line of Section 20, Township 9 South, Range 14 West; on the South by Central Avenue; and on the East or Southeast by Beach Boulevard.

Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining, and including riparian and/or littoral rights adjacent to the above described property.

Prepared By & Return To:
Je'Nell B. Blum MSB#100466
2909 13th Street - Suite 601
Gulfport, MS 39501
Ph 228-868-1111
File No.: 2809.0001

Index In:
Blocks 88, 89,90,91,105,107,108,109,
110,111,112,113 & 115 AND
Lots 1-14 Block 106 AND
Lots 12, 21, 22, & 23, Block 104
in Sec 20-T9S-R12W.

Grantor: Eric L. Nelson, Nevada Trust
3611 S. Lindell Rd., Ste 201
Las Vegas, NV 89103
Ph 702-362-3030

Grantee: LSN Nevada Trust
3611 S. Lindell Rd., Ste 201
Las Vegas, NV 89103
Ph 702-362-3030

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

CORRECTED GRANT, BARGAIN, SALE DEED

FOR AND IN CONSIDERATION of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **ERIC L. NELSON NEVADA TRUST u/a/d 5/30/01,** Grantor, does hereby grant, bargain sell and convey unto **LSN NEVADA TRUST u/a/d 5/30/01,** Grantee, any and all interest that it may hold in the following described real property situated in the Hancock County, Mississippi, and being more particularly described as follows:

[SEE EXHIBIT "A" ATTACHED]

This conveyance is subject to any and all recorded rights-of-way, restrictions, reservations, covenants and easements.

This corrected Quitclaim Deed is given to correct the legal description and notary acknowledgment in that Quitclaim Deed dated November 12, 2004 and recorded in Deed Book BB297, Page 588.

Witness my signature, this the ____ day of ________________, 2013.

ERIC L. NELSON
NEVADA TRUST u/a/d 5/30/01

____
Eric L. Nelson, Trustee

STATE OF ___________
COUNTY OF _________

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this _______ day of _________________, 2013, within my jurisdiction, the within named **Eric L. Nelson**, who acknowledged that he is **Trustee of the Eric L. Nelson Nevada Trust u/a/d 5/30/01**, and in said representative capacity in executed the above instrument, after first having been duly authorized so to do.

____
NOTARY PUBLIC

My commission expires: __________

EXHIBIT "A"

PARCEL 1: All of Blocks 88, 89, 90, 91, 105, 107, 108, 109 and 115, GULFVIEW SUBDIVISION, Hancock County, Mississippi, as per the official plat of said subdivision on file in the office of the Clerk of the Chancery Court of Hancock County, Mississippi.

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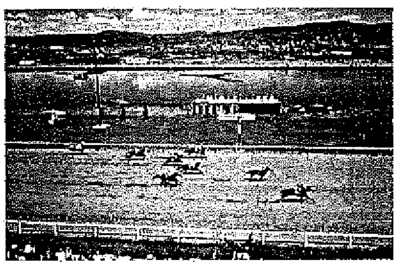
EXHIBIT "C"

Wyoming Downs Looks to Reopen in 2014

Following Wyoming legislation, Wyoming Downs looks to reopen.

Edited Press Release
March 1, 2013



Wyoming Downs in Evanston, Wyoming, which has not conducted live racing since 2009, is looking to run 16 days in 2014.

The change comes with the new legislation passed February 27, which allowes pari-mutuel wagering on historic races. Wyoming is the second state in the country to statutorily allow this type of wagering. Arkansas passed legislation in 2001.

"The law will have profound effects on the horse racing industry throughout Wyoming, Utah and surrounding states," said Wyoming Downs owner Eric Nelson. "We are very excited to re-open the 200 acre Wyoming Downs Thoroughbred and Quarter horse track in Evanston, Wyoming."

According to Nelson, current plans include 16 racing dates in summer 2014 and the reopening of off-track betting throughout Wyoming. Nelson says these actions will bring jobs, higher purses and a more robust bottom line. House Bill 25 permits equipment that allows wagering on past horse racing performances.

"Greater volume in wagering on both live and historic races will result in more and better racing, and make it more profitable for horse trainers and owners," Nelson said. "Exciting times are ahead at Wyoming Downs, and will benefit the entire equine industry."

Wyoming Downs is the only private race track in Wyoming with over 815 stalls and a 5,000 person grandstand. Evanston sits in the southwest corner of the state, near the Utah border. Sweetwater Downs in Rock Springs, about 100 miles to the northeast, resumed live racing in 2011 after an 18-year absence and conducted four-day meets in 2011-12.

"The race is on to provide full racing and to fulfill the 16 day racing minimum required by the State of Wyoming Pari-Mutuel Commission Rules and Regulations," Nelson said.

"I want to extend a special thank you to Governor Matt Meade; HB25 sponsors Senator John Schiffer and House Representative Sue Wallis," he concluded. "And, thank you to all of those who joined as a united group to support the revitalization of the Wyoming horse industry: legislators, Charlie Moore, Executive Director and the Wyoming Pari-mutuel Commission; former Executive Director of the Wyoming Pari-mutuel Commission Frank Lamb; Judy Horton, AQHA Regional Director; American Horse Council; Wyoming All Breeds Racing Association, Ron Cook and Whitey Kaul; Joan Ramos, Wyoming Downs Director of Corporate Operations; Wyoming Horseracing LLC, Eugene Joyce, fair meet operator; and Government Affairs Consulting."

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- Contact
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Races possible at Wyoming Downs in 2014

Evanston, WY – Wyoming Downs Racetrack, which has not conducted live racing since 2009, is hoping to run 16 days of racing in 2014.

That change comes as a result of new legislation passed last Wednesday, which allows pari-mutual wagering on historic races. Wyoming is the second state in the country to statutorily allow this type of wagering. Arkansas passed similar legislation in 2001.

Wyoming Downs owner Eric Nelson said, "The law will have profound effects on the horse racing industry throughout Wyoming, Utah, and surrounding states. We are very excited to re-open the 200 acre Wyoming Downs Thoroughbred and Quarter Horse Track in Evanston."

Nelson said current plans include 16 racing dates in summer 2014 and the reopening of off-track betting throughout Wyoming. He said this will help bring jobs, higher purses, and a more robust bottom line. House Bill 25 permits equipment that allows wagering on past horse performances.

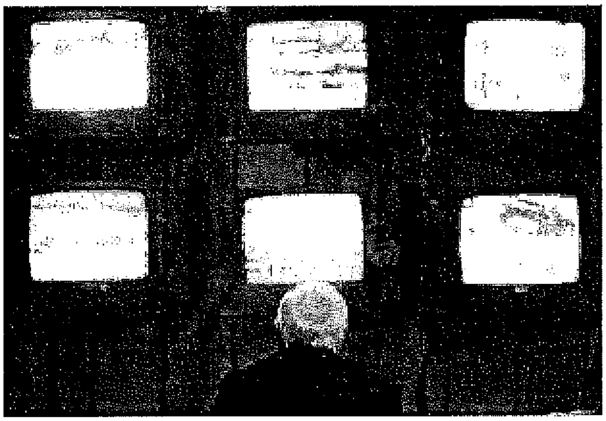
Wyoming Downs is the only private race track in Wyoming. It houses over 815 stalls and a 5,000 person grandstand. Sweetwater Downs, in Rock Springs, resumed live racing in 2011 after an 18-year absence. Sweetwater Downs conducted four-day meets in 2011 and 2012.

By Deborah Demander, KNYN/KADQ News Director

trib.com

GAMBLING

Wyoming horse racing industry expects boost from historic wagering



MARCH 03, 2013 9:00 AM • BY JOSHUA WOLFSON
STAR-TRIBUNE STAFF WRITER

A new law that will allow wagering on historic horse races in Wyoming could revitalize an industry betting on a comeback, track operators say.

In July, Wyoming will become the third state in the nation to permit gamblers to bet on historic races using self-service machines at bars and other locations. The entire racing industry should benefit from the machines, which can generate far more revenue than traditional simulcast betting, said Eugene Joyce, managing partner of the state's only operating horse-racing outfit.

Track operators such as Joyce rely on off-site betting to subsidize live events, which typically lose money. If they earn more through historic wagering, they can offer bigger live purses. That, in turn, attracts more racers to the state and increases demand for Wyoming-bred horses.

"The horse racing industry has been knocked down in this state," Joyce said. "This will allow it to get back on its feet."

Wyoming already permits off-track betting on live races. The new law legalizes wagering on old contests.

The machines store roughly 21,000 races. The terminals don't reveal the date of the meets or the names of the horses before a bet is placed, but do provide information on the animals' performance records. That allows bettors to exercise some skill and judgment, Joyce said.

Gamblers can wager more often on historic races than live ones. It's possible that historic wagering could generate 15 to 20 times the money of traditional simulcast racing, Joyce said.

"It injects a lot more revenue into the equation," he said.

Revenue is exactly what the industry needs as it tries to rebound from a difficult period. The state went without live racing in 2010 after the closure of Wyoming Downs in Evanston, which at the time had been the state's only operating track.

In 2011, Joyce began running live races at Sweetwater Downs in Rock Springs. He also operates off-track betting sites in four Wyoming cities, including Mills.

Joyce originally applied to host four live race days this year, but plans to add more dates now that historic wagering has become law. Next year, he's planning 16 days of races.

That's also when real estate broker Eric Nelson plans to re-open Wyoming Downs. He announced the decision Thursday, a day after Gov. Matt Mead signed historic wagering into law.

Joyce, who owned Wyoming Downs from 1998 to 2006, has plans for 16 live race days in the summer of 2014. He also intends to open off-track betting sites this year, said Joan Ramos, director of corporate operations for Wyoming Downs.

"We are hoping to see a revitalization of horse racing," she said.

The Salt Lake Tribune

.uhm: New law jump-starts horce racing at Wyoming Downs

/ Steve Luhm| The Salt Lake Tribune
rst Published Mar 09 2013 04:38 pm
ıst Updated Mar 09 2013 11:42 pm

View Photos (1 photos)

's been four years since Utahns who live along the Wasatch Front could jump in their car, drive less than three hours and bet on a live horse race.

hat's about to change.

/yoming Downs owner Eric Nelson has announced he will reopen his race track — located just across the state line in Evanston — for a 16-day ıeet in 2014.

his is huge news for Utah breeders, owners, trainers and racing fans, whose options are severely limited because of their state's moralistic stance n parimutuel wagering.

'rankly, the Utah guys have been hanging on by their fingernails," says Eugene Joyce of Wyoming Horse Racing LLC. "Actually, I don't know how ıey've done it. But I think — I hope — they're now going to be rewarded for sticking with it."

ɔyce's family owned Wyoming Downs through most of the 1990s. Today, he operates four off-track betting sites around the state.

ince 2011, Joyce has also conducted live four-day race meets in Rock Springs — a 31/2-hour drive from downtown Salt Lake City.

ike Nelson at Wyoming Downs, Joyce wants to expand the Rock Springs meet and possibly start racing in Casper and Cheyenne in the not-too-istant future.

Ve hope this is the beginning of a renaissance for racing in Wyoming and Utah," Joyce said.

.e includes Utah in his optimistic forecast because "the majority of our participants — horsemen and fans — come from there."

f course, Nelson and Joyce did not wake up one morning and suddenly decide it was a good time to invest millions of dollars in expanded perations.

he key to their decision was provided by the Wyoming Legislature, which passed a bill in February that allows "historic race" wagering on video :rminals located at the state's race tracks and OTB sites.

hink of it as casino horse racing.

he new law goes into effect July 1, when Wyoming will join Arkansas as the only two states offering historic race wagering.

This will have profound effects on the horse racing industry throughout Wyoming, Utah and surrounding states," said Nelson.

:ow profound?

ɔyce estimated the parimutuel handle from historic racing could be as much as $100 million annually, or 10 times what the four existing off-track etting sites now generate. The new revenue will be pumped into live racing.

This gives a track operator like myself the ability to run more days and offer more purse money," Joyce said. "... The intent of the governor and gislators is to see an increase in live racing. That's what I'm dedicated to do."

'tah horsemen have already noticed.

n its Facebook page, the Utah Quarter Horse Racing Association posted this response to the new legislation: "This is really a shot in the arm for l Intermountain owners, breeders, trainers and anyone [else] in the race industry. Congratulations, Wyoming."

ıhm@sltrib.com

ɔmments

EXHIBIT 5

EXHIBIT 5

Electronically Filed
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CLERK OF THE COURT

OPP
MARK A. SOLOMON, ESQ.
Nevada State Bar No. 0418
E-mail:msolomon@sdfnvlaw.com
JEFFREY P. LUSZECK
Nevada State Bar No. 9619
E-mail: jluszeck@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
Cheyenne West Professional Centre
9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone No.: (702) 853-5483
Facsimile No.: (702) 853-5485
Attorneys for Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001

DISTRICT COURT

CLARK COUNTY, NEVADA

ERIC L. NELSON,

Plaintiff/Counterdefendant,

vs.

LYNITA SUE NELSON, LANA MARTIN, as Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001

Defendants/Counterclaimants.

Case No. D-411537
Dept. No. O

HEARING DATE: June 19, 2013
HEARING TIME: 2:00 p.m.

LANA MARTIN, Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001,

Crossclaimant,

vs.

LYNITA SUE NELSON,

Crossdefendant.

OPPOSITION TO MOTION FOR PAYMENT OF FUNDS BELONGING TO DEFENDANT PURSUANT TO COURT'S DECREE TO ENSURE RECEIPT OF SAME, AND FOR IMMEDIATE PAYMENT OF COURT APPOINTED EXPERT; AND COUNTERMOTION TO STAY PAYMENTS AND TRANSFER PROPERTY PENDING APPEAL AND/OR RESOLUTION TO THE NEVADA SUPREME COURT FOR AN EXTRAORDINARY WRIT

SOLOMON DWIGGINS & FREER, LTD.
CHEYENNE WEST PROFESSIONAL CENTRE
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
(702) 853-5483 (TELEPHONE)
(702) 853-5485 (FACSIMILE)
E-MAIL: sdf@sdfnvlaw.com

The Distribution Trustee ("Trustee") of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001 ("ELN Trust"), by and through her Counsel of Record, Solomon Dwiggins & Freer, Ltd., hereby file this Opposition to Lynita Nelson's Motion for Payment of Funds Belonging to Defendant Pursuant to Court's Decree to Ensure Receipt of Same, and for Immediate Payment of Court Appointed Expert ("Motion"); and Countermotion to Stay Payments and Transfer Property Pending Appeal and/or Resolution to the Nevada Supreme Court for An Extraordinary Writ ("Countermotion").

The ELN Trust adamantly opposes the relief requested in the Motion. As this Court is certainly aware, a Divorce Decree was issued by this Court on June 3, 2013, wherein the ELN Trust was given 30 days from issuance to make certain payments to Mrs. Nelson, Mr. Dickerson and Mr. Bertsch. Upon information and belief, this Court granted the ELN Trust 30 days to make such payments in order to grant the ELN Trust sufficient time to explore its legal options, including filing an appeal. The ELN Trust intends to file an appeal and/or an extraordinary writ regarding numerous findings and rulings contained within the Divorce Decree which the ELN Trust contend were clearly erroneous or contrary to law. Such rulings include, but are not limited to, the following:

1. Relying upon a layman's characterization of "community property" in contravention of Nevada law;
2. Holding that the ELN SSST is responsible to pay Mr. Nelson's spousal support obligation and to satisfy Mr. Nelson's child support arrearages obligation based upon statutes from other jurisdictions;
3. The Court substituting its judgment for the Distribution Trustee; and
4. Holding the ELN Trust liable for acts that were purportedly undertaken by Mr. Nelson.

NRCP 62 authorizes this Court to grant a stay pending appeal <u>and</u> pending a motion to alter or amend a judgment made pursuant to NRCP 59. Ms. Nelson filed a Motion to Amend or Alter Judgment, for Declaratory and Related Relief on June 17, 2013, which is scheduled to be heard on July 17, 2013. Further, the Nevada Supreme Court will not entertain a motion to stay pending appeal

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or resolution of original writ proceedings unless or until the appellant is able to show that (1) "moving first in the district court would be impracticable;" or (2) the "district court denied the motion or failed to afford the relief requested. . ." *See* NRAP 8(a)(2)(A).

Here, a stay pending appeal and/or writ is appropriate because the ELN Trust will be irreparably harmed if a stay is not granted because Ms. Nelson and/or the LSN trust are seeking to alter the contractual obligations between the ELN Trust and third-parties. For example, and by no means of limitation, Counsel for Ms. Nelson and the LSN Trust served Mr. Nelson with a "Thirty (30) Day Notice of Termination of Tenancy for the property located at 36111 S. Lindell Road, Suite 201, Las Vegas, Nevada 89103 ("Lindell Property")," which requires Mr. Nelson to vacate such property unless he enters into a "binding lease agreement" with the LSN Trust.[1] The Lindell Property is where the ELN Trust conducts business. Counsel for Ms. Nelson and the LSN Trust has also notified Joan B. Ramos that the Note dated February 23, 2010, and corresponding Deed of Trust with Assignment of Rents has been assigned and transferred to the LSN Trust.[2] Further, Counsel for Ms. Nelson and the LSN Trust has already contacted some or all of the tenants of Banone, LLC, advising said tenants to make all future rental payments to her, and to possibly enter into a new lease with the LSN Trust.[3]

Additionally, the ELN Trust is concerned that if it is forced to make an immediate payment to Ms. Nelson, Mr. Dickerson and Mr. Bertsch it will be unable to recoup said funds if successful on appeal. Specifically, with respect to Ms. Nelson, from 2009 through March 2012 she has received and spent over $2,000,000.00 in income alone[4] and as she admitted in the Motion, she "has approximately $19,000.00 in her bank accounts, but has outstanding credit card balances of

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[1] *See* Correspondence from Robert P. Dickerson, Esq. dated June 10, 2013, and Third Day Notice of Termination of Tenancy, attached hereto as **Exhibit 1**.

[2] *See* Correspondence from Katherine L. Provost, Esq. dated June 7, 2013, to Joan Ramos, attached hereto as **Exhibit 2**.

[3] *See* Correspondence from Katherine L. Provost, Esq. Dated June 7, 2013, to the current tenant of 2209 Farmouth Circle, attached hereto as **Exhibit 3**.

[4] *See* Notice of Filing Income and Expense Reports for Lynita Nelson for the Period of January 1, 2011 through March 31, 2013, previously filed on May 1, 2012.

SOLOMON DWIGGINS & FREER, LTD.
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$53,674.00, current household bills of $3,130.00. " *See* Motion at 6:10-13.

For these reasons, the ELN Trust respectfully requests that the Divorce Decree be stayed in its entirety pending appeal and/or filing an extraordinary writ. Alternatively, if this Court is not inclined to stay the relief granted in the Divorce Decree, the ELN Trust respectfully requests that this Court deny Ms. Nelson's Motion for immediate payment so that the ELN Trust will have thirty days, which is what the Court initially granted to make such payments, to file an appeal or extraordinary writ.

DATED this 18th day of June, 2013.

SOLOMON DWIGGINS & FREER, LTD.

By: ______________________

MARK A. SOLOMON, ESQ.
Nevada State Bar No. 0418
JEFFREY P. LUSZECK
Nevada State Bar No. 9619
Cheyenne West Professional Centre
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

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0001

DISTRICT COURT

CLARK COUNTY, NEVADA

ERIC L. NELSON Plaintiff(s), -vs- LYNITA SUE NELSON Defendant(s).	CASE NO. D411537 DEPT. NO. O **FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)**

Party Filing Motion/Opposition: ☒ Plaintiff/Petitioner ☐ Defendant/Respondent

MOTION FOR OPPOSITION TO MOTION FOR PAYMENT OF FUNDS BELONGING TO THE DEFENDANT PURSUANT TO COURT'S DECREE TO ENSURE RECEIPT OF SAME, AND FOR IMMEDIATE PAYMENT OF COURT APPOINTED EXPERT; AND COUNTERMOTION TO STAY PAYMENTS AND TRANSFER PROPERTY PENDING APPEAL AND/OR RESOLUTION TO THE NEVADA SUPREME COURT FOR AN EXTRAORDINARY WRIT

Motions and Oppositions to Motions filed after entry of a final order pursuant to NRS 125, 125B or 125C are subject to the Re-open filing fee of $25.00, unless specifically excluded. (NRS 19.0312) ***NOTICE:*** *If it is determined that a motion or opposition is filed without payment of the appropriate fee, the matter may be taken off the Court's calendar or may remain undecided until payment is made.*	**Mark correct answer with an "X."** 1. No final Decree or Custody Order has been entered. ☐ YES ☒ NO 2. This document is filed solely to adjust the amount of support for a child. No other request is made. ☐YES ☒NO 3. This motion is made for reconsideration or a new trial and is filed within 10 days of the Judge's Order If YES, provide file date of Order: ______ ☐YES ☒NO If you answered YES to any of the questions above, you are not subject to the $25 fee.

Motion/Opposition ☒IS ☐ IS NOT subject to $25 filing fee

Dated this 17th of June,20013

Jeff Luszeck

Printed Name of Preparer

Signature of Preparer

Motion-Opposition Fee.doc/1/30/05

EXHIBIT 1

EXHIBIT 1

THE DICKERSON LAW GROUP

ROBERT P. DICKERSON
KATHERINE L. PROVOST
RENA G. HUGHES
JOSEF KARACSONYI

A PROFESSIONAL CORPORATION OF ATTORNEYS AT LAW
HILLS CENTER NORTH BUSINESS PARK
1745 VILLAGE CENTER CIRCLE
LAS VEGAS, NEVADA 89134

AREA CODE (702)
TELEPHONE 388-8600
FAX 388-0210

June 10, 2013

Eric L. Nelson
Nelson & Associates
ELN Nevada Trust, u/a/d 5/30/01
Dynasty Development Group, LLC
Dynasty Development Management, LLC
and All Others In Possession
3611 S. Lindell Road, Suite 201
Las Vegas, Nevada 89103

VIA HAND DELIVERY

Re: **3611 S. LINDELL ROAD, SUITE 201**

As you are aware, effective June 3, 2013, the property located at 3611 S. Lindell Road, Suite 201 has come under new ownership. The new property owner is the LSN Nevada Trust u/a/d 5/30/01. Along with this letter you have been served with a Thirty (30) Day Notice of Termination of Tenancy for the property located at 3611 S. Lindell Road, Suite 201, Las Vegas, Nevada 89103.

As you are the former owner/occupant of this property, Ms. Clark Nelson desires to provide you the ability to remain in your current location contingent upon your entering into a binding lease agreement with the LSN Nevada Trust u/a/d 5/30/01 and timely payment of rent. If you are interested in remaining in your current location, please have your attorney(s) contact Robert P. Dickerson at this office to discuss this matter upon your receipt of this letter. Alternately, please vacate the premises within thirty (30) days.

Sincerely,

Bob Dickerson

Robert P. Dickerson

cc: Lynita Clark Nelson

THIRTY (30) DAY NOTICE OF TERMINATION OF TENANCY

To: Eric L. Nelson; Nelson & Associates; ELN Nevada Trust u/a/d/ 5/30/01; Dynasty Development Group, LLC; Dynasty Development Management, LLC
3611 S. Lindell Road, Suite 201
Las Vegas, Nevada 89103

TO: AND ALL OTHERS IN POSSESSION

YOU ARE HEREBY NOTIFIED that your tenancy of the above-described Premises is being terminated by the Landlord effective thirty (30) days from receipt of this Notice, to wit: on or about July 10, 2013.

You are hereby warned, therefore, to vacate the Premises on or before the date above-referenced or a Complaint for Unlawful Detainer will be filed, which shall seek Attorneys' Fees and Costs. If a Court determines that you are guilty of unlawful detainer, it may issue a summary order for your removal or an order providing for your nonadmittance, directing the sheriff or constable to remove you within twenty-four (24) hours after receipt of the order.

DATED this 10th day of June, 2013.

By Robert P. Dickerson
ROBERT P. DICKERSON, ESQ.
Attorney for Landlord

Landlord's Name and Address:

LSN Nevada Trust u/a/d 5/30/01
c/o Robert P. Dickerson, Esq.
THE DICKERSON LAW GROUP
1745 Village Center Circle
Las Vegas, NV 89134
702-388-8600

PROOF OF SERVICE:

[ ] On _______________, 2013, I delivered a copy of the foregoing Notice to the tenant personally, in the presence of a witness.

[ ] On ______________, 2013, I handed the Notice to a person of suitable age and discretion at the place of residence/business, and I mailed a copy to the tenant at the tenant's place of residence on ______________, 200__, having obtained a Certificate of Mailing.

[ ] On _______________, 2013, I posted the Notice in a conspicuous place on the door of the tenant's residence, and I mailed a copy to the tenant at the tenant's place of residence on __________________, 2013, having obtained a Certificate of Mailing.

_________________________ ________ ______ AM PM
Signature of server Date Time

_________________________ ________ ______ AM PM
Signature of witness Date Time

SUBSCRIBED AND SWORN to before me
this ______ day of ____________, 2013.

____
Notary Public in and for said
County and State

Acknowledgment of receipt of Notice only. Signing does NOT inhibit Legal Rights

_________________________ ________ ______ AM PM
Signature of Tenant Date Time

EXHIBIT 2

EXHIBIT 2

THE DICKERSON LAW GROUP

ROBERT P. DICKERSON
KATHERINE L. PROVOST
RENA G. HUGHES
JOSEF KARACSONYI

A PROFESSIONAL CORPORATION OF ATTORNEYS AT LAW
HILLS CENTER NORTH BUSINESS PARK
1745 VILLAGE CENTER CIRCLE
LAS VEGAS, NEVADA 89134

AREA CODE (702)
TELEPHONE 388-8600
FAX 388-0210

June 7, 2013

Joan Ramos
436 Europa Way
Las Vegas, Nevada 89145

VIA CERTIFIED AND U.S. MAIL

Re: NOTIFICATION OF ASSIGNMENT OF NOTE AND DEED OF TRUST

Dear Ms. Ramos:

You are hereby notified that on June 3, 2013 the Note dated February 23, 2010 between Joan B Ramos, Trustee of the Joan B Ramos Trust u/a/d October 4, 2004 and Banone, LLC and the corresponding Deed of Trust With Assignment of Rents has been assigned and transferred to the LSN Nevada Trust u/a/d 5/30/01.

You are now to send all payments due under the terms of the Note to the following address:

LSN Nevada Trust
c/o The Dickerson Law Group
1745 Village Center Circle
Las Vegas, Nevada 89134

You are further notified that the August 25, 2011 Memorandum of Understanding entered into between you and Eric L. Nelson, on behalf of Banone, LLC is hereby null and void as it relates to your obligation to make the payments called for by the Note to the current holder of the Note. Therefore, on or before July 1, 2013, you must make a payment of $520.00 to satisfy your obligation to the current Note holder.

You may also direct all inquiries and questions concerning this assignment to Lynita Clark Nelson at (702) 569-3696.

Sincerely,

THE DICKERSON LAW GROUP

Attorneys for LSN Nevada Trust

EXHIBIT 3

EXHIBIT 3

THE DICKERSON LAW GROUP

[illegible]

June 7, 2013

Current Tenant
2209 Farmouth Circle
North Las Vegas, Nevada 89032

VIA CERTIFIED AND U.S. MAIL

Re: **NOTIFICATION OF CHANGE OF LANDLORD**

Effective June 3, 2013, the property located at 2209 Farmouth Circle, North Las Vegas, Nevada 89032 has come under new ownership. The new property owner is the LSN Nevada Trust. Please note that the change of ownership does NOT affect your lease or occupancy of the premises in any way other than you are now to send all payments due under your lease to the following address:

LSN Nevada Trust
c/o The Dickerson Law Group
1745 Village Center Circle
Las Vegas, Nevada 89134

Please send a copy of your current lease with your June rent payment to the address stated immediately above. If you have already made your June rent payment, please send a copy of your June rent check, along with a copy of your current lease, and information concerning the entity and address to where your June rent payment was delivered to the address stated immediately above to ensure that you are properly credited for the June rent payment. If you do not have a copy of your current lease, please contact the new owner to discuss your continued occupancy of the property. You may also direct all inquiries and questions concerning this change of ownership or any other matter concerning your occupancy of the property to Lynita Clark Nelson at (702) [illegible].

Sincerely,

On behalf of the
LSN Nevada Trust

EXHIBIT 6

EXHIBIT 6

RECEIVED

NEOJ

THE DICKERSON LAW GROUP
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
1745 Village Center Circle
Las Vegas, Nevada 89134
Telephone: (702) 388-8600
Facsimile: (702) 388-0210
Email: info@dickersonlawgroup.com

Attorneys for Defendant, Lynita Sue Nelson

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC L. NELSON,

Plaintiff/Counterdefendant,

v.

LYNITA SUE NELSON,

Defendant/Counterclaimant.

ERIC L. NELSON NEVADA TRUST dated May 30, 2001, and LSN NEVADA TRUST dated May 30, 2001,

Necessary Parties (joined in this action pursuant to Stipulation and Order entered on August 9, 2011)

LANA MARTIN, as Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001,

Necessary Party (joined in this action pursuant to Stipulation and Order entered on August 9, 2011)/ Purported Counterclaimant and Crossclaimant,

v.

CASE NO. D-09-411537-D
DEPT NO. "O"

LYNITA SUE NELSON and ERIC NELSON,

Purported Cross-Defendant and Counterdefendant,

LYNITA SUE NELSON,

Counterclaimant, Cross-Claimant, and/or Third Party Plaintiff,

v.

ERIC L. NELSON, individually and as the Investment Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001; the ERIC L. NELSON NEVADA TRUST dated May 30, 2001; LANA MARTIN, individually, and as the current and/or former Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, and as the former Distribution Trustee of the LSN NEVADA TRUST dated May 30, 2001);

Counterdefendant, and/or Cross-Defendants, and/or Third Party Defendants.

NOTICE OF ENTRY OF ORDER FOR PAYMENT OF FUNDS PURSUANT TO JUNE 3, 2013 DECREE OF DIVORCE

TO: ERIC L. NELSON, Plaintiff; and

TO: RHONDA K. FORSBERG, ESQ., of LAW OFFICE OF RADFORD J. SMITH, CHTD., Attorneys for Plaintiff;

TO: MARK A. SOLOMON, ESQ., and JEFFREY P. LUSZECK, ESQ., of SOLOMON, DWIGGINS & FREER, LTD., Attorneys for the Eric L. Nelson Nevada Trust:

. . .

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. . .

PLEASE TAKE NOTICE that on June 19, 2013, following a hearing held in the above-entitled matter, an **ORDER FOR PAYMENT OF FUNDS PURSUANT TO JUNE 3, 2013 DECREE OF DIVORCE** was **ENTERED** in **OPEN COURT**, and subsequently **SERVED** by hand-delivery to counsel for each of the parties in the Court's presence by the Court's Marshall.

A non-conformed copy of the Order entered by the Court as served to Lynita Nelson's counsel by the Court's Marshall is attached.

DATED this 19th day of June, 2013.

THE DICKERSON LAW GROUP

By ______________________
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for Defendant

RECEIPT OF COPY

RECEIPT OF COPY of NOTICE OF ENTRY OF ORDER FOR PAYMENT OF FUNDS PURSUANT TO JUNE 3, 2013 DECREE OF DIVORCE is acknowledged this 30th day of June, 2013.

RADFORD J. SMITH, CHARTERED

By:________________________
RHONDA K. FORSBERG, ESQ.
64 North Pecos Road, Ste. 700
Henderson, Nevada 89074

RECEIPT OF COPY

RECEIPT OF COPY of NOTICE OF ENTRY OF ORDER FOR PAYMENT OF FUNDS PURSUANT TO JUNE 3, 2013 DECREE OF DIVORCE is acknowledged this 30th day of June, 2013.

SOLOMON DWIGGINS FREER & MORSE, LTD.

By: Susan Isaacs
MARK A. SOLOMON, ESQ.
9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129

9:39 a.m.

FILED IN OPEN COURT
6-19-13
STEVEN D. GRIERSON
CLERK OF THE COURT
BY LATOSHA KELLY
DEPUTY

ORDR

THE DICKERSON LAW GROUP
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
JOSEF M. KARACSONYI, ESQ.
Nevada Bar No. 10634
1745 Village Center Circle
Las Vegas, Nevada 89134
Telephone: (702) 388-8600
Facsimile: (702) 388-0210
Email: info@dickersonlawgroup.com
Attorneys for LYNITA SUE NELSON

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC L. NELSON, Plaintiff/Counterdefendant, v. LYNITA SUE NELSON, Defendant/Counterclaimant.	CASE NO. D-09-411537-D DEPT NO. "O"
ERIC L. NELSON NEVADA TRUST dated May 30, 2001, and LSN NEVADA TRUST dated May 30, 2001, Necessary Parties (joined in this action pursuant to Stipulation and Order entered on August 9, 2011)	

LANA MARTIN, as Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001,)

Necessary Party (joined in this action pursuant to Stipulation and Order entered on August 9, 2011)/ Purported Counterclaimant and Crossclaimant,)

v.)

LYNITA SUE NELSON and ERIC NELSON,)

Purported Cross-Defendant and Counterdefendant,)

LYNITA SUE NELSON,)

Counterclaimant, Cross-Claimant, and/or Third Party Plaintiff,)

v.)

ERIC L. NELSON, individually and as the Investment Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001; the ERIC L. NELSON NEVADA TRUST dated May 30, 2001; LANA MARTIN, individually, and as the current and/or former Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, and as the former Distribution Trustee of the LSN NEVADA TRUST dated May 30, 2001); NOLA HARBER, individually, and as the current and/or former Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, and as the current and/or former Distribution Trustee of the LSN NEVADA TRUST dated May 30, 2001; ROCHELLE McGOWAN, individually;)

JOAN B. RAMOS, individually; and DOES I)
through X,)
)
Counterdefendant, and/or)
Cross-Defendants, and/or)
Third Party Defendants.)
)
)

ORDER FOR PAYMENT OF FUNDS PURSUANT TO JUNE 3, 2013 DECREE OF DIVORCE

THE COURT, having considered the Motion for Payment of Funds Belonging to Defendant Pursuant to Court's Decree to Ensure Receipt of Same, and for Immediate Payment of Court Appointed Expert (the "Motion") submitted by Defendant, LYNITA NELSON ("Lynita"), by and through her attorneys, ROBERT P. DICKERSON, ESQ., KATHERINE L. PROVOST, ESQ., and JOSEF M. KARACSONYI, ESQ., of THE DICKERSON LAW GROUP, the Opposition to Motion submitted by the Eric L. Nelson Nevada Trust and the Joinder to Opposition submitted by Eric L. Nelson, and having reviewed and analyzed the pleadings and papers on file herein, including the Decree of Divorce entered by the Court on June 3, 2013, and good cause appearing therefore,

IT IS HEREBY ORDERED that David Stephens, Esq., shall immediately, upon presentation of this Order, pay to Lynita or her attorneys the sum of $1,032,742.00 from the $1,568,000.00 held Mr. Stephens' trust account pursuant to the Court's prior orders, and shall also pay from said funds the sum of $35,258.00 to Larry Bertsch.

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IT IS FURTHER ORDERED that if said $1,568,000.00, or any portion thereof, has already been transferred to Plaintiff, ERIC NELSON ("Eric"), and/or the ELN Trust, the ELN Trust and Eric shall pay to Lynita or her attorneys the sum of $1,032,742.00, and shall pay to Larry Bertsch the sum of $35,258.00, within twenty-four (24) hours of presentation of this Order upon Eric's and the ELN Trust's counsel of record in this matter.

DATED this 19 day of June, 2013.

DISTRICT COURT JUDGE FRANK P SULLIVAN

Submitted by:

THE DICKERSON LAW GROUP

By ______________________

ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
JOSEF M. KARACSONYI, ESQ.
Nevada Bar No. 010634
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for Defendant

EXHIBIT 7

EXHIBIT 7

ERIC L. NELSON NEVADA TRUST

u/a/d 5/30/2001

THE ERIC L. NELSON NEVADA TRUST

Dated May 30, 2001

Prepared by
Jeffrey L. Burr & Associates
4455 South Pecos
Las Vegas, Nevada 89121

TABLE OF CONTENTS

Trust Agreement

OF THE

ERIC L. NELSON NEVADA TRUST

THIS TRUST AGREEMENT made this 24th day of May, 2001, by and between ERIC L. NELSON, a resident of Clark County, Nevada (hereinafter sometimes referred to as "Trustor" or "Grantor"), and ERIC L. NELSON (hereinafter referred to as "Investment Trustee") and LANA MARTIN (hereinafter referred to as "Distribution Trustee"). For purposes of this Trust Agreement both Investment Trustee and Distribution Trustee shall sometimes hereinafter collectively be referred to as "Trustees";

Witnesseth:

WHEREAS, the Trustor desires by this Trust Agreement to establish an **Irrevocable** Trust upon the conditions and for the purposes set forth in this instrument.

NOW, THEREFORE, the Trustor hereby gives, grants and delivers **irrevocably**, IN TRUST, unto the Trustees, the properties described in the Asset Inventory, TO HAVE AND TO HOLD THE SAME IN TRUST, and to manage, invest, and reinvest the same, and any later additions thereto, subject to the terms and conditions thereto.

ARTICLE I

ADDITIONS TO TRUST

Additional property may be accepted by the Investment Trustee at a later time. The Trust shall be on a calendar year, ending December 31st of each year, for Trust tax and accounting purposes. Property subject to this instrument is referred to as the "Trust estate."

ARTICLE II

BENEFICIARIES AND TRUST NAME

2.1 **Beneficiaries**. The Trust shall be for the benefit of ERIC L. NELSON, and for other beneficiaries named herein. The name of the now living spouse of the Trustor is LYNITA SUE NELSON. The names of the five (5) now living children of the Trustor are AMANDA NELSON, AUBREY NELSON, ERICA NELSON, GARETT LEE NELSON, and CARLI ANN

NELSON and they shall hereinafter be referred to, for purposes of the Trust Agreement, as the "children of the Trustor," who shall also be permissible beneficiaries. This Trust may also be for the benefit of the following tax-exempt charities, which qualify as such under the laws of the United States of America by the Internal Revenue Service or other agency of the government of the United States of America for which contributions to such qualified charity may qualify for the charitable income tax deduction under Code Section 170 or any successor legislation thereto.

2.2 Name. The Trust created in this instrument may be referred to as the "ERIC L. NELSON NEVADA TRUST."

ARTICLE III
DISTRIBUTION OF INCOME AND PRINCIPAL
DURING THE LIFE OF THE TRUSTOR

3.1 **Distribution of Income and Principal**. During the lifetime of the Trustor, any property which is directed to be held in accordance with the terms and conditions set forth in this Article shall be held, by the Trustees, IN TRUST, for the following use and purposes: To manage, invest and reinvest the same, to collect the income thereof, and to pay over or apply the net income and/or principal thereof, and in such amounts and proportions, including all to one to the exclusion of the others, and at such time or times as the Trustees, in their sole and absolute discretion, shall determine, to or for the benefit of such one or more members of the class consisting of the Trustor, the Trustor's issue and other beneficiaries named herein or as described in Section 2.1 above, until the death of the Trustor. Any net income (which may be the whole of such income) not so paid over or applied shall be accumulated and added to the principal of the trust at least annually and thereafter shall be held, administered and disposed of as part thereof.

3.2 **Trustor's Veto Right**. During the life of the Trustor, at least ten (10) days prior to making any payment or application of income or principal to any beneficiary other than the Trustor, the Distribution Trustee shall advise the Trustor of the Trustees' intention to pay over or apply income or principal to a beneficiary other than the Trustor and the Trustor may veto any such intended payment or application by directing the Distribution Trustee in writing not to make and/or authorize the payment or application, and, if such veto is exercised by the Trustor, the Distribution Trustee shall not make and/or authorize the intended payment or application to the intended beneficiary. The Trustor retains the right to renounce the veto power granted to the Trustor in this Article III by delivery of an acknowledged written instrument to the Trustees renouncing such veto power.

3.3 **Distributions to a Trustor.** Notwithstanding anything above to the contrary, any decision to make a distribution to the Trustor may not be made by the Trustor, even though the Trustor may be serving as a Trustee hereunder. Prior to any distribution to the Trustor of either income or principal of the Trust estate, a meeting of a majority of the Trustees, which majority must also include the Distribution Trustee, shall be held. At such meeting, the Trustees shall discuss the advisability of making a distribution of the Trust estate to the Trustor. Upon the vote of the Distribution Trustee and a majority of the other Trustees in attendance at such meeting, which vote must in all events include the affirmative vote of the Distribution Trustee, the Trustees may authorize and carry out the distribution of Trust income and/or principal to the Trustors.

Notwithstanding the foregoing, a meeting of the Trustees shall be effective whether held in person or by telephone or other electronic means. In addition, the Trustees may also effect a valid meeting hereunder by execution of a written consent in lieu of Trustees' meeting, which shall specifically state the amount of the Trust estate to be distributed to Trustor. However, for any written consent to be effective, it must be a unanimous written consent, subscribed to by all Investment Trustees and all Distribution Trustees.

3.4 **Unauthorized Distributions to the Trustor.** In the event any distribution of any of the Trust estate shall be made to the Trustor, and if such distribution is not previously authorized by the Trustees in the manner as required pursuant to Section 3.3 above, then such distribution made to the Trustor shall be void and the Distribution Trustee shall have a lien against the Trust estate distributed to the Trustor and such lien shall also extend if necessary to make the Trust estate whole, to any and all other assets of the Trustor. For as long as any of the Trust estate has passed without proper authorization out of Trust to the Trustor, upon return of the unauthorized distribution, the Trustor shall return to the Trust estate the value of the unauthorized distribution plus interest on the value of such unauthorized distribution, at a rate of One Percent (1%) per month, compounded monthly. In the event of any such unauthorized distribution, the Distribution Trustee shall give notice of the unauthorized distribution to the other named non-charitable beneficiaries hereunder as set forth in Section 2.1 above.

Furthermore, the Distribution Trustee shall have all other rights and powers as shall be necessary to recover from the Trustor the unauthorized distributions and make the Trust estate whole.

3.5 **Power of Appointment**. While the Trustor is living, he shall have the testamentary power to direct the Trustees to pay over and distribute Trust principal from the Trust estate in the manner provided in a special testamentary power of appointment signed by the Trustor and delivered to the Trustees. The Trustor's power to appoint beneficiaries of the Trust shall be unlimited; provided, however, that the Trustor may not appoint Trust estate, or any part thereof, to the estate of the Trustor or to creditors of the Trustor's estate. The power of appointment shall not be limited with regard to the shares or proportions to be allocated or with regard to whether a distribution shall be outright or held in trust. If the Trustor has failed to appoint beneficiaries as provided above, then the remaining assets of the Trust shall be distributed as provided for in Article IV below.

3.6 **Trustor's Retained Powers of Administration**. Notwithstanding any provisions contained herein to the contrary, the Trustor, whether or not acting in capacity as an Investment Trustee hereunder, shall have the power to reacquire the Trust corpus by substituting therefore other property of an equivalent value. This power may be exercised by the Trustor in a nonfiduciary capacity without the approval or consent of any Trustee, Co-Trustee or other person acting in a fiduciary capacity with respect to the Trusts created hereunder other than the right in the Trustee(s) to require fair appraisals of property received from Trustor or transferred to the Trustor in such substitution. This power of substitution shall apply only to the Trustor and shall not override N.R.S. 163.050 with respect to a trustee's acts of buying from or selling to an affiliate other than as specifically provided herein with respect to transfers between the Trustees and Trustor for fair value. Trustor understands that retention of such powers shall cause the Trust income to be taxable to him under Subchapter J, Subpart E of the Internal Revenue Code of 1986, as amended, and agree to pay all income taxes attributable to such Trust income. A Trustor may irrevocably relinquish this power of substitution at any time by a writing given to the Trustee.

ARTICLE IV

DISTRIBUTION AND ADMINISTRATION

AFTER THE DEATH OF THE TRUSTOR WITH HIS SPOUSE SURVIVING

4.1 **Decedent and Survivor Defined**. Upon the death of the Trustor, if his spouse is then living, the Trustee shall administer and divide the Trust estate, including all property received by the Trustee by reason of Trustor's death as follows:

(a) The Trustee may, in the Trustee's sole discretion, pay from the income and/or principal of this Trust estate, the administrative expenses for the Trustor's estate; provided, however, that all such expenses shall first be paid by the Trustees of the ERIC L. NELSON SEPARATE PROPERTY TRUST, established on July 13, 1993, if the assets of such trust are sufficient to pay all such administration expenses. The Trustee may also pay the expenses of the funeral of the Trustor, but only if such expenses are not otherwise payable from the remaining assets of the ERIC L. NELSON SEPARATE PROPERTY TRUST. Notwithstanding the terms and conditions set forth herein, under no circumstances shall the proceeds from any Individual Retirement Account (IRA), 401(k) or other retirement accounts assigned to this Trust be utilized to pay the taxes, debts, expenses or administrative costs owed by the Trustor, his or her estate and this Trust.

(b) The remainder of the Trust estate and the property received by the Trustee by reason of Trustor's death shall be divided into two separate trusts and administered as hereinafter provided:

(1) **The Nevada Exemption Trust**. The Trustee shall first allocate to the Nevada Exemption Trust, a sum not to exceed the maximum amount that can pass to the Trust free of Federal Estate Tax, after taking into account all available deductions, the unified credit and the state death tax credit (provided use of this credit does not result in an increase in the state death taxes paid) allowable to the Trustor's estate, and after also taking account of property disposed of by previous articles in this Trust and property passing outside of this Trust which is includible in the Trustor's gross estate and which does not qualify for the marital or charitable deduction, and after taking account of charges to principal that are not allowed as deductions in computing the deceased spouse's Federal Estate Tax. This allocation may be satisfied in cash or in kind, including undivided interests in property.

(2) **The Nevada Marital Trust**. If the spouse of the Trustor survives him by a period of 180 days, the Nevada Marital Trust shall consist of the rest of the Trust estate, after allocations have been made to the Nevada Exemption Trust. If the spouse of the Trustor does not survive him, the remaining Trust estate shall be distributed to the Nevada Exemption Trust.

(3) **Disclaimer**. If the surviving spouse of the Trustor disclaims any of her interest in the remaining property destined for the Nevada Marital Trust, such disclaimed property shall be distributed to the Exemption Trust hereunder. Any such disclaimed property, which is added to the Nevada Exemption Trust, shall not be subject to any powers of appointment granted to the surviving spouse of the Trustor, except for those powers that would not cause such disclaimer to fail to be a qualified disclaimer under the regulations and rulings issued under Sections 2046 and 2518 of the Internal Revenue Code in effect at the time of such disclaimer.

(c) The values to be used in computing the property to be allocated to the Nevada Exemption Trust shall be the value of such assets on the date of allocation. The property to be allocated by the Trustee to the Nevada Exemption Trust shall be selected by the Trustee and, subject to the limitation set out hereinbelow, the values of the assets so allocated shall be those above directed to be used in computing the amount of the applicable exemption. In selecting property for allocation to the Nevada Exemption Trust, the Trustee shall comply with the following rule: The value of the property, including cash, so allocated shall be selected in such a manner as to have an aggregate fair market value fairly representative of appreciation or depreciation in value, to the date or dates of each allocation, of all property then available for such allocation in satisfaction of this devise and bequest to the Trustee of the Nevada Exemption Trust. In selecting assets to comply with the above rule, the Trustee is authorized to allocate property in appropriate undivided interests. It is not intended that the Nevada Exemption Trust shall qualify for the marital deduction under federal revenue laws then in force at the Trustor's death.

(d) In the event the Trustee receives property by inter vivos or testamentary transfer and directions are contained in the instrument of transfer for allocation to or among the respective trusts contained herein, the Trustee shall make allocations in accordance with such directions, anything to the contrary herein notwithstanding.

4.2 **Nevada Exemption Trust**. The Investment Trustee shall hold, manage, invest and reinvest the Nevada Exemption Trust estate and shall collect the income therefrom and dispose of the net income and principal as follows:

(a) During the lifetime of the surviving spouse of the Trustor, the Investment Trustee, in her absolute discretion, shall pay to the Trustor's spouse such amounts of the net income of the Nevada Exemption Trust estate as shall be necessary for her health, education, maintenance, and support.

(b) The surviving spouse of the Trustor shall have the discretionary power during her lifetime or upon her death to direct the Trustee to pay over and distribute trust principal from the Nevada Exemption Trust in the manner provided in a power of appointment signed by the Trustor's spouse and delivered to the Trustee. The power to appoint beneficiaries of the Nevada Exemption Trust shall be limited to the issue of the Trustor and shall exclude the Trustor's surviving spouse, her estate, her creditors, and creditors of her estate. The power of appointment shall not be limited with regard to the shares or proportions to be allocated or with regard to whether a distribution shall be outright or held in trust. If the spouse of the Trustor has failed to appoint beneficiaries as provided above, then the remaining assets of the Nevada Exemption Trust shall be distributed as provided for below.

(c) If, in the opinion of the Trustee, the income from all sources of which Trustee has knowledge shall not be sufficient for the health, education, support and maintenance of the Trustor's surviving spouse, the Trustee is authorized to use and expend such part of the Trust principal as is necessary to meet such needs.

(d) If some or all of the Trustor's generation-skipping exemption is allocated to the property (or exempt portion of the property) that is otherwise to constitute the Nevada Exemption Trust and if that Trust would thereby have an inclusion ratio greater than zero, the Trustee shall instead establish two separate trusts so that each has a generation-skipping inclusion ratio of either zero (the "Exempt Nevada Exemption Trust") or one (the "Nonexempt Nevada Exemption Trust"), and the Trustee shall accomplish this by allocating to the Nonexempt Nevada Exemption Trust the maximum fractional portion of the property (described in paragraph (2) above) that is necessary to establish that trust with an inclusion ratio of one, while leaving the Exempt Nevada Exemption Trust with an inclusion ratio of zero.

(e) The Trustee's duty to report information or account to the beneficiaries of the Nevada Exemption Trust, other than the Trustor's spouse, is hereby waived.

(f) Upon the death of the Trustor's spouse, the Trustee shall administer the entire remaining income and principal of this Trust in accordance with Article V below.

(g) The Trustee of the Nevada Exemption Trust shall respect and comply with any directions given and provisions made by the Trustor's Will for the payment of debts of the Trustor and the expenses and other obligations of his estate, and for the payment and allocation of any death taxes resulting from his death. To the extent these matters are not covered by the Trustor's Will, the Trustee of the Nevada Exemption Trust shall (without charge to any beneficiary) pay all federal, state and foreign death taxes payable on or with respect to any property which passes or has passed under this agreement, under the Trustor's Will or otherwise and which qualifies for the federal estate tax marital deduction; in all other respects the liability for and burden of federal, state and foreign death taxes imposed by reason of the Trustor's death, shall be paid by the person or from the property upon which an inheritance tax is specifically imposed or, in the case of estate or other taxes, shall be allocated or apportioned in accordance with federal and Nevada law; and the Trustee of the Nevada Exemption Trust may, in the Trustee's discretion, pay debts, last illness and funeral expenses of the Decedent and the administrative expenses and other obligations of his estate. If, however, what would otherwise have been the Nevada Exemption Trust is instead established as two separate trusts under paragraph 4.2(d) above, the payments to be made from the Nevada Exemption Trust under this paragraph (a) shall be made first from the Nonexempt Nevada Exemption Trust.

4.3 Nevada Marital Trust. The Investment Trustee shall hold, manage, invest and reinvest the Nevada Marital Trust Estate and shall collect the income therefrom and dispose of the net income and principal as follows:

(a) The Investment Trustee shall pay to the surviving spouse of the Trustor, during her lifetime, all of the net income of the Nevada Marital Trust in convenient, regular installments, but not less frequently than quarter annually. (N.R.S. Chapter 166 provides that the Trustee of a Nevada trust may not be required to make distributions of either principal or income to the Trustor of the Nevada trust. Because the Nevada Marital Trust is funded only with assets from the Trustor's separate property and/or the Trustor's one-half (1/2) interest in community property, the surviving spouse of the Trustor is not the Settlor of the Nevada Marital Trust and, therefore, this required distribution of income is not contrary to the terms of N.R.S. Chapter 166.)

(b) If, in the opinion of the Investment Trustee, the income and principal from all other sources of which the Investment Trustee has knowledge shall not be sufficient for the education, health, support or maintenance of the surviving spouse of the Trustor in her accustomed manner of living at the date of the Trustor's death, the Investment Trustee is authorized to use and expend such part of the Trust principal as is necessary to meet such needs.

(c) The surviving spouse of the Trustor shall have the discretionary power upon her death to direct the Trustee to pay over and distribute trust principal from the Nevada Marital Trust in the manner provided in a power of appointment signed by the surviving spouse of the Trustor and delivered to the Trustees. The power to appoint beneficiaries of the Nevada Marital Trust shall be limited to the issue of the Trustor. The power of appointment shall not be limited with regard to the shares or proportions to be allocated or with regard to whether a distribution shall be outright or held in trust. If the surviving spouse of the Trustor has failed to appoint beneficiaries as provided above, then the remaining assets of the Nevada Marital Trust shall be distributed as provided for below.

(d) Upon the death of the Trustor's surviving spouse, the net income of the Trust which has not been distributed shall be distributed to the Nevada Survivor's Trust or to her estate. The Trustee shall administer the remaining principal of this Trust in accordance with Article V.

(e) Upon the death of the Trustor's surviving spouse, the Trustee shall pay from the Trust estate the entire increment in taxes in the estate of the Trustor's spouse payable by reason of the Trustor's death (including any interest or penalties thereon) to the extent that the total of such taxes is greater than would have been imposed if this Trust estate were not taken into account in determining such taxes. If more than one qualified terminable interest property trust is created as authorized by 4.3(h) and if any portion of the estate tax is required to be charged against and paid from a qualified terminable interest property trust, then such taxes shall be first charged against and paid without apportionment out of the principal of the trust as to which the special election provided by Section 2652(a)(3) of the Code is not applicable. Notwithstanding the terms and conditions set forth herein, under no circumstances shall the proceeds from any Individual Retirement Account (IRA), 401(k) or other retirement accounts assigned to this Trust be utilized to pay the taxes, debts, expenses or administrative costs owed by the Trustor, his estate and this Trust.

(f) The surviving Trustor shall have the right to require the Trustee to invest the property subjected to this Trust into productive, income producing property.

(g) It is the Trustor's intent that the property comprising the Trust estate of this Trust qualify for the marital deduction allowed by the Federal Estate Tax law applicable to the Trustor's estate. All questions applicable to the marital deduction and this Trust shall be resolved accordingly. To this end, the powers and discretions of the Trustee with respect to allocations of property to this Trust, and with respect to administration of the Trust during the spouse's lifetime, shall not be exercised or exercisable except in a manner consistent with the Trustor's intent as expressed in this paragraph.

(h) If the special election provided by Section 2652(a)(3) of the Code is exercised as to any property held in this Trust, the Trustee of this Trust is authorized, at any time in the exercise of absolute discretion, to set apart such property in a separate trust so that its inclusion ratio, as defined in Section 2642(a) of the Code is zero.

ARTICLE V

DISTRIBUTION AND ADMINISTRATION

AFTER THE DEATH OF THE TRUSTOR AND THE TRUSTOR'S SPOUSE

5.1 **Distribution of Trust Assets**. Upon the death of the Trustor and the Trustor's spouse, any remaining unappointed property, both income and principal of this Trust estate, shall be distributed in the same manner and for the same beneficiaries as provided for in the ERIC L. NELSON SEPARATE PROPERTY TRUST, dated July 13, 1993. The Trust estate shall in no event be administered as part of the ERIC L. NELSON SEPARATE PROPERTY TRUST, dated July 13, 1993, unless the Trustor shall specifically so provide pursuant to the powers of appointment as provided for in Section 3.4 above. In the event such Trust has been revoked, then the remaining unappointed Trust estate shall be divided into as many equal shares as there are children of the Trustor who are then living and children of the Trustor who are deceased leaving issue then living, and these shares shall be distributed or retained as follows:

(a) If any child of the Trustor is then over the age of Thirty-five (35) years, his or her Trust share shall be distributed to him or her, outright and free of Trust.

(b) For each child of the Trustor who is then under the age of Thirty-five (35) years, his or her Trust share shall be retained in a separate Trust and shall be administered and distributed as follows:

(1) Until the child attains the age of Nineteen (19) years, the net income and principal from each Trust share shall be distributed to the child as is necessary, in the discretion of the Trustee, for the support, maintenance, education or health needs of the child. Any excess income that is not distributed for these purposes shall be accumulated and added to principal.

(2) When the child attains the age of Nineteen (19) years, income and principal may only be used, in the discretion of the Trustee, for the education or health needs of the beneficiary.

(3) Upon attaining the age of Thirty (30) years, Ten Percent (10%) of the then value of the child's Trust share shall be distributed to him or her, outright and free of Trust. Upon attaining the age of Thirty-five (35) years, the entire remaining balance of the child's Trust share shall be distributed to the child, outright and free of Trust.

(4) In addition to the terms above, the Trustee may also distribute to a child of the Trustor, from his or her respective Trust share, money or property to start a business, buy a home or transact other necessary legal matters if the Trustee, in the Trustee's sole discretion, feels it to be in the best interest of the beneficiary to do so.

(5) If prior to full distribution a child becomes deceased, his or her remaining Trust share shall be distributed outright equally to his or her issue who are then living under the terms and conditions as set forth in 5.1(c) below or, if there are no then living issue of the child, his or her remaining share shall be distributed outright to the then living issue of the Trustor, by right of representation. However, if any such distributee is one for whom a Trust is then being administered under this Article V, the share of such distributee shall, instead of being distributed outright, be added to that Trust and administered and distributed in accordance with its terms.

(c) One equal share shall be held in a separate Trust for the issue of each child of the Trustor who is then deceased leaving issue then living, each such Trust shall be divided into as many equal shares as there are children of the Trustor's deceased child who are then living (hereinafter referred to as "grandchildren of the Trustor" or "grandchild of the Trustor") and grandchildren of the Trustor who are deceased leaving issue then living, and these shares shall be distributed or retained as follows:

(1) If any grandchild of the Trustor is then over the age of Thirty-five (35) years, his or her share shall be distributed to him or her, outright and free of Trust.

(2) For each grandchild of the Trustor who is then under the age of Thirty-five (35) years, his or her share shall be retained in a separate Trust and, until the grandchild attains the age of Nineteen (19) years, the net income and principal from each Trust share shall be distributed to the grandchild as is necessary, in the discretion of the Trustee, for the support, maintenance, education or health needs of the grandchild. Any excess income that is not distributed for these purposes shall be accumulated and added to principal.

(3) After the grandchild attains the age of Nineteen (19) years, the net income and principal may only be used, in the discretion of the Trustee, for the education or health needs of the beneficiary.

(4) Upon attaining the age of Thirty (30) years, Ten Percent (10%) of the then value of the grandchild's Trust share shall be distributed to him or her, outright and free of Trust. Upon attaining the age of Thirty-five (35) years, the entire remaining balance of the grandchild's Trust share shall be distributed to the grandchild, outright and free of Trust.

(5) In addition to the terms above, the Trustee may also distribute to a grandchild of the Trustor, from his or her respective Trust share, money or property to start a business, buy a home or transact other necessary legal matters if the Trustee, in the Trustee's sole discretion, feels it to be in the best interest of the beneficiary to do so.

(6) If prior to full distribution a grandchild becomes deceased, his or her remaining share shall be distributed outright equally to his or her issue who are then living under the same terms and conditions as set forth in this section or, if there are no then living issue of the grandchild, his or her remaining share shall be distributed outright to his or her then living siblings. If the deceased grandchild has no then living siblings, his or her remaining Trust share shall be distributed to the issue of the Trustor by right of representation. However, if any such distributee is one for whom a Trust is then being administered under this Article V, the share of such distributee shall, instead of being distributed outright, be added to that Trust and administered and distributed in accordance with its terms.

5.2 **Last Resort Clause**. In the event that the principal of the Trust administered under this Article V is not disposed of under the foregoing provisions, the remainder, if any, shall be distributed, in equal shares and outright and free of Trust, to the then living brothers and sisters of ERIC L. NELSON.

ARTICLE VI

TRUSTEE'S DISCRETION ON DISTRIBUTION TO PRIMARY BENEFICIARIES

Notwithstanding the distribution provisions of this Trust Agreement, with respect to the distributions provided for in Articles IV and V above, the following powers and directions are given to the Distribution Trustee:

(a) If, upon any of the dates described herein, the Trustee for any reason described below determines, in the Trustee's sole discretion, that it would not be in the best interest of the beneficiary that a distribution take place, then in that event the said distribution shall be totally or partially postponed until the reason for the postponement has been eliminated. During the period of postponement, the Trustee shall have the absolute discretion to distribute income or principal to the beneficiary as the Trustee deems advisable for the beneficiary's welfare.

(b) If said causes for delayed distribution are never removed, then the Trust share of that beneficiary shall continue until the death of the beneficiary and then be distributed as provided in this Trust Instrument. The cases of such delay in the distribution shall be limited to any of the following:

(1) The current involvement of the beneficiary in a divorce proceeding or a bankruptcy or other insolvency proceedings.

(2) The existence of a large judgment against the beneficiary.

(3) Chemical abuse or dependency, or the conviction of the beneficiary of a felony, involving drugs or narcotics, unless a five year period has followed said conviction.

(4) The existence of any event that would deprive the beneficiary of complete freedom to expend the distribution from the Trust estate according to his or her own desires.

(5) In the event that a beneficiary is not residing in the United States of America at any given time, then the Trustee may decline to transmit to him or her any part or all of the income and shall not be required to transmit to him or her any of the principal if, in the Trustee's sole and uncontrolled judgment, the political and/or economic conditions of such

place of residence of the beneficiary are such that it is likely the money would not reach him or her, or upon reaching him or her, would be unduly taxed, seized, confiscated, appropriated, or in any way taken from him or her in such a manner as to prevent his or her use and enjoyment of the same.

(6) The judicially declared incompetency of the beneficiary.

(c) The Trustee shall not be responsible unless the Trustee has knowledge of the happening of any event set forth above.

(d) To safeguard the rights of the beneficiary, if any distribution from his or her Trust share has been delayed for more than one (1) year, he or she may apply to the District Court in Las Vegas, Nevada, for a judicial determination as to whether the Trustee has reasonably adhered to the standards set forth herein. The Trustee shall not have any liability in the event the Court determines the Trustee made a good faith attempt to reasonably follow the standards set forth above.

ARTICLE VII

DISTRIBUTIONS IN KIND

The Trustee is authorized and empowered, in the Trustee's sole discretion, to make distributions in kind, or partly in cash and partly in kind, or by granting, transferring or assigning an undivided interest. The judgment of the Trustee concerning the valuation for the purposes of such distribution of the property or security shall be binding and conclusive on all parties interested herein.

ARTICLE VIII

IRREVOCABLE TRUST

The Trust is irrevocable and may not be altered, amended or revoked. Should any power or interest be held, retained or hereafter acquired by the Trustor or Trustee, which would cause or appear to cause the Trust estate for any reason to be subject to the claims of any creditors, then the Trustor and Trustee shall be permitted to abandon or release any such powers or interests.

ARTICLE IX

ADDITIONAL PROPERTIES

It is agreed by and between the parties hereto that the Trustor shall have the right, at any time, to devise, bequeath, grant, convey, give or transfer additional real, personal or mixed properties to the Trust by inter vivos act or by will, subject to the same terms and conditions as the original provisions of this Trust Agreement, and said additions shall be evidenced by receipt therefore signed by the Trustee.

ARTICLE X

INCOMPETENCY OF BENEFICIARIES

During any period in which a beneficiary may be declared judicially incompetent, or if in the sole judgment of the Trustee the beneficiary is unable to care for himself or herself, the Trustee(s) may pay over to, or use for the benefit of such beneficiary the net income or any part or all of the principal of the Trust estate which has been set aside for that beneficiary, in such manner as the Trustee(s) shall deem necessary or desirable for such beneficiary's best interests.

ARTICLE XI

PROVISIONS RELATING TO TRUSTEESHIP

11.1 Successor Investment Trustee. Upon the death or resignation of ERIC L. NELSON, then LYNITA SUE NELSON shall serve as the Successor Investment Trustee hereunder. If LYNITA SUE NELSON should become deceased, unable or unwilling to serve, NOLA HARBER shall serve as the Successor Investment Trustee hereunder. If NOLA HARBER should become deceased, unable or unwilling to serve as the Successor Investment Trustee, CLARENCE NELSON shall serve as the Successor Investment Trustee hereunder.

11.2 Successor Distribution Trustee. Upon the resignation or removal of the original Distribution Trustee, then LANA MARTIN shall serve as the Successor Distribution Trustee hereunder; provided, however, that in the event of the death of the Trustor, the Distribution Trustee shall cease to serve as Trustee hereunder, and the administration and distribution of the Trust estate shall thereupon be under the exclusive control of the Investment Trustee(s).

11.3 **Trust Consultant**. JEFFREY L. BURR, LTD., a Nevada corporation (herein known as the "Consultant" to the Trust), shall have the right and power by giving ten (10) days written notice to the Trustee to remove any Trustee named herein (except the Trust Consultant may not remove the Trustor as a Trustee hereunder) and/or any Successor Trustee, and to appoint either (1) an individual who is an "independent" Trustee pursuant to Internal Revenue Code Section 674, as amended, or (2) a Nevada bank or Trust company to serve as Trustee or as Co-Trustees of the Trusts created hereunder. In the event of the death, resignation, incompetency, dissolution or failure to serve of any Trustee, then the Trust Consultant shall have the power to appoint a Successor Trustee as provided above. In the event he shall fail to appoint a Successor Trustee, then a majority of the Adult Beneficiaries may appoint a banking institution or trust company to so serve. At all times at least one Trustee serving shall be a Nevada Trustee, as defined in Section 10.12 below, unless the Trustees shall choose to administer the Trust under a jurisdiction outside the State of Nevada, as allowed pursuant to Section 12.1 below.

11.4 Resignation Of Trustee and Accounting. Any Trustee named herein, and any Successor Trustees, shall have the right to resign at any time by rendering a proper accounting and by giving ninety (90) days written notice to the Trustor, during his lifetime, or to the Beneficiaries after the death of the Trustor.

11.5 Liability Of Successor Trustee. No Successor Trustee shall be liable for the acts, omissions, or default of the prior Trustees. Unless requested in writing by an adult beneficiary of a Trust hereunder, within sixty (60) days of appointment, no Successor Trustee shall have any duty to audit or investigate the accounts or administration of any such Trustee, and may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the Trust.

11.6 Acceptance By Trustee. A Trustee shall become Trustee or Co-Trustee jointly with any remaining or surviving Co-Trustees, and assume the duties thereof, immediately upon delivery of written acceptance to the Trustor, during his lifetime and thereafter to any Trustees hereunder, or to any beneficiary hereunder, if for any reason there shall be no Trustee then serving, without the necessity of any other act, conveyance, or transfer.

11.7 Majority. Subject to any limitations stated elsewhere in this Trust Indenture, all decisions affecting any of the Trust estate shall be made in the following manner: While three or more Investment Trustees are in office, the determination of a majority shall be binding. If only one or two Investment Trustees are in office, they must act unanimously. While three or more Distribution Trustees are in office, the determination of a majority shall be binding. If only one or two Distributions Trustees are in office, they must act unanimously.

11.8 Expenses and Fees. Any Trustee, while serving hereunder, shall be entitled to be reimbursed for expenses incurred on behalf of the Trust and to reasonable compensation for services rendered on behalf of the Trust. In no event, however, shall the fees exceed those fees that would have been charged by state or federal banks in the jurisdiction in which the Trust is being governed.

11.9 **Acknowledgment By Trustee of Trust Property**. The Investment Trustee hereby acknowledges receipt of, and accepts the property and the Trusts created hereunder on the terms and conditions stated and agree to care for, manage and control the same in accordance with directions herein specified; to furnish the Trustor, the Distribution Trustee and the non-charitable beneficiaries annually if requested to do so, in writing, a statement showing the condition of the respective Trust properties, the character and amounts of the investments and liabilities and the receipts, expenses and disbursements since the last previous statement. The books of account of the Investment Trustee in connection with the investment and the books of account of the Distribution Trustee shall at all times be open to the reasonable inspection of the Trustor while living and to the other beneficiaries after the death of the Trustor, or his duly qualified representatives and such person or persons as he may designate for that purpose.

11.10 **Trustee Actions**. Any Trustee may freely act under all or any of the powers of this agreement given to the Trustee in all matters concerning the Trust, after forming judgment based upon all the circumstances of any particular situation as to the wisest and best course to pursue in the interest of the Trust and the beneficiaries hereunder, without the necessity of obtaining the consent or permission of any person interested herein (subject to the Trustor's veto power granted pursuant to Section 3.1 above and subject to the distribution authorizations as provided for in Section 3.2 above), or the consent or approval of any court, and notwithstanding that the Trustee may also be acting individually, or as Trustee of other Trusts, or as agents of other persons or corporations interested in the same matters, or may be interested in connection with the same matters as stockholders, directors or otherwise; provided, however, that the Trustee shall exercise such powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries hereunder.

11.11 **Bond**. No bond shall ever be required of any Trustee hereunder, unless requested by the Trustor or, following the death or incapacity of the Trustor, a majority of the beneficiaries hereunder, in which event the Trust estate shall pay for such bond or shall reimburse the Trustee for any payment made by the Trustee for a bond.

11.12 Nevada Trustee. A Nevada Trustee is a person who/which is either (a) a natural person who resides in or is domiciled in the State of Nevada, or (b) a bank or trust company organized under federal law or under the laws of the State of Nevada or another state which maintains an office in the State of Nevada for the transactions of business. "Nevada Trustee" is also defined to include any person which qualifies as a Nevada Trustee pursuant to Nevada Revised Statutes Chapter 166.

11.13 Distribution Trustee. Any Trustee designated as a Distribution Trustee shall only be allowed to exercise discretion over distributions of the Trust estate. Said Trustee shall not be responsible for investment decisions for the Trust or for reporting, accounting or tax filings of the Trust. The Investment Trustee, by accepting such Trusteeship, agrees to indemnify and hold harmless the Distribution Trustee for all actions made by the Distribution Trustee in its capacity as Distribution Trustee, except for willful misconduct or actions of gross negligence.

11.14 Investment Trustee. The Investment Trustee(s) shall at all times have the exclusive custody of the entire Trust estate and shall be the legal owner of the Trust estate. The title to Trust properties need not include the name of the Distribution Trustee, and all Trustee powers, as set forth in Section 11.1 below, may be effected under the sole and exclusive control of the Investment Trustees, subject to the requirements for authorization of distributions to Trustor as set forth in Section 3.3 above.

ARTICLE XII

TRUSTEE POWERS AND LIMITATIONS

12.1 Trustee's Powers. No Trustee shall be liable to any beneficiary or heir of the Trustor for the Trustee's acts or failure to act, except for willful misconduct or gross negligence.

The Investment Trustee shall have the following powers, all of which are to be exercised in a fiduciary capacity:

(a) To register any securities or other property held hereunder in the name of Investment Trustee or in the name of a nominee, with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity, and to hold in bearer form any securities or other property held hereunder so that title thereto will pass by delivery, but the books and records of Trustee shall show that all such investments are part of his respective funds.

(b) To hold, manage, invest and account for the separate Trusts in one or more consolidated funds, in whole or in part, as he may determine. As to each consolidated fund, the division into the various shares comprising such fund need be made only upon Trustee's books of account.

(c) To lease Trust property for terms within or beyond the term of the Trust and for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling and unitization agreements.

(d) To borrow money, mortgage, pledge or lease Trust assets for whatever period of time Trustee shall determine, even beyond the expected term of the respective Trust.

(e) To hold and retain any property, real or personal, in the form in which the same may be at the time of the receipt thereof, as long as in the exercise of his discretion it may be advisable so to do, notwithstanding same may not be of a character authorized by law for investment of Trust funds.

(f) To invest and reinvest in his absolute discretion, and he shall not be restricted in his choice of investments to such investments as are permissible for fiduciaries under any present or future applicable law, notwithstanding that the same may constitute an interest in a partnership.

(g) To advance funds to any of the Trusts for any Trust purpose. The interest rate imposed for such advances shall not exceed the current rates.

(h) To institute, compromise, and defend any actions and proceedings.

(i) To vote, in person or by proxy, at corporate meetings any shares of stock in any Trust created herein, and to participate in or consent to any voting Trust, reorganization, dissolution, liquidation, merger, or other action affecting any such shares of stock or any corporation which has issued such shares of stock.

(j) Except as limited in Section 3.3 above, to partition, allot, and distribute, in undivided interest or in kind, or partly in money and partly in kind, and to sell such property as the Trustee may deem necessary to make division or partial or final distribution of any of the Trusts.

(k) To determine what is principal or income of the Trusts and apportion and allocate receipts and expenses as between these accounts.

(l) Except as limited by Section 3.3 above, to make payments hereunder directly to any beneficiary under disability, to the guardian of his or her person or estate, to any other person deemed suitable by the Trustee, or by direct payment of such beneficiary's expenses.

(m) To employ agents, attorneys, brokers, and other employees, individual or corporate, and to pay them reasonable compensation, which shall be deemed part of the expenses of the Trusts and powers hereunder.

(n) To accept additions of property to the Trusts, whether made by the Trustor, a member of the Trustor's family, by any beneficiaries hereunder, or by any one interested in such beneficiaries.

(o) To hold on deposit or to deposit any funds of any Trust created herein, whether part of the original Trust fund or received thereafter, in one or more savings and loan associations, bank or other financial institution and in such form of account, whether or not interest bearing, as Trustee may determine, without regard to the amount of any such deposit or to whether or not it would otherwise be a suitable investment for funds of a trust.

(p) To open and maintain safety deposit boxes in the name of this Trust.

(q) Except as limited to by Section 3.3 above, to make distributions to any Trust or beneficiary hereunder in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property so distributed. The Trustor requests but does not direct, that the Trustees make distributions in a manner which will result in maximizing the aggregate increase in income tax basis of assets of the estate on account of federal and state estate, inheritance and succession taxes attributable to appreciation of such assets.

(r) Except as limited by Section 3.3 above, the powers enumerated in NRS 163.265 to NRS 163.410, inclusive, are hereby incorporated herein to the extent they do not conflict with any other provisions of this instrument.

(s) The enumeration of certain powers of the Trustee shall not limit his general powers, subject always to the discharge of his fiduciary obligations, and being vested with and having all the rights, powers, and privileges which an absolute owner of the same property would have.

(t) To invest Trust assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such exchanges, to buy and sell listed securities options, individually and in combination, employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of accounts in which such option transactions will be effected.

(u) To sell any property in the Trust estate, with or without notice, at public or private sale and upon such terms as the Trustee deems best, without appraisement or approval of court.

(v) To invest and reinvest principal and income in such securities and properties as the Trustee shall determine. The Trustee is authorized to acquire, for cash or on credit (including margin accounts), every kind of property, real, personal or mixed, and every kind of investment (whether or not unproductive, speculative, or unusual in size of concentration), specifically including, but not by way of limitation, corporate or governmental obligations of every kind and stocks, preferred or common, of both domestic and foreign corporations, shares or interests in any unincorporated association, Trust, or investment company, including property in which the Trustee is personally interested or in which the Trustee owns an undivided interest in any other Trust capacity.

(w) To deposit Trust funds in commercial savings or savings bank accounts in unlimited amounts for an unlimited period of time, with or without interest and subject to such restrictions upon withdrawal as the Trustee shall agree; any Trustee may sign on such account without any Trustee co-signature unless the signature card shall provide otherwise.

(x) To borrow money for any Trust purpose upon such terms and conditions as may be determined by the Trustee, and to obligate the Trust estate for the repayment thereof; to encumber the Trust estate or any part thereof by mortgage, deed of trust, pledge or otherwise, for a term within or extending beyond the term of the Trust.

(y) To grant options and rights of first refusal involving the sale or lease of any Trust asset and to sell upon deferred payments, or to acquire options and rights of first refusal for the purchase or lease of any asset, to purchase notes or accounts receivable whether secured or unsecured.

(z) To employ and compensate, out of the principal or income or both, as the Trustee shall determine, such agents, persons, corporations or associations, including accountants, brokers, attorneys, tax specialists, certified financial planners, realtors, and other assistants and advisors deemed needful by the Trustees even if they are associated with a Trustee, for the proper settlement, investment and overall financial planning and administration of the trusts; and to do so without liability for any neglect, omission, misconduct, or default of any such person or professional representative provided such person was selected and retained with reasonable care.

(aa) To invest and reinvest all or any part of the assets of any trust in any money management or registered investment advisory service which would provide for professional management of any such assets. In this regard, the Trustor specifically allows the Trustee to authorize the advisory service to have the discretionary authority to invest and reinvest the assets transferred to such advisor by the Trustee without the requirement of prior approval of the Trustee on any transactions.

(bb) Notwithstanding the prohibitions under N.R.S. 163.050 and any such Successor provisions, or notwithstanding any prohibitions against "self-dealing" as are provided under the laws of any other jurisdiction pursuant to which laws this Trust may be administered, any Trustee shall not be prohibited from engaging in acts of self-dealing with Trust property, either directly or indirectly, so long as such act of self-dealing is disclosed to the Distribution Trustee, and so long as the Trustee, in selling his, her or their own property or selling other properties in an agency or other fiduciary capacity to the Trust or in purchasing Trust assets for his, her or their personal account or in purchasing Trust assets in an agency or other fiduciary capacity, gives fair consideration in exchange for all Trust properties received. Where Trustees have engaged in acts of self-dealing for fair and adequate consideration, and has/have given notice to the Distribution Trustee, Trustee shall be relieved of any liability, sanction, and allegation of wrongdoing for such acts by any Court or other legal authority.

(cc) To retain for any period of time any property which may be received or acquired, even though its retention by reason of its character or otherwise would not be appropriate apart from this provision.

(dd) In the event the purchase, use or disposition of any trust property gives rise to either threatened or actual liability such that, in the sole opinion of the Trustees, the remaining assets of the Trust are thereby placed at risk of exposure to such liability, the Trustee shall be empowered to take such further and necessary steps as he deems prudent to protect and preserve the remaining assets of the trust, including but not limited to transferring such property giving rise to the threatened or actual liability to a separate trust formed to hold said property. The Trustee shall be further empowered to appoint an independent third party to act as Trustee over the newly-formed trust, and such trust shall be administered according to, and governed by the terms of, this Trust Agreement. The Beneficiaries of the new trust shall be the same beneficiaries as herein, and their interests in the new trust shall be in the same proportion as indicated herein. The Trustee of the new trust shall maintain records and books of accounts which are independent of and separate from the records and accounts maintained hereunder.

(ee) The Trustee shall have the power to deal with matters involving the actual, threatened or alleged contamination of property held in the Trust estate (including any interests in partnerships or corporations and any assets owned by such business enterprises) by hazardous substances, or involving compliance with environmental laws. In particular, the Trustee may:

(1) Inspect and monitor trust property periodically, as necessary, to determine compliance with any environmental law affecting such property, with all

expenses of such inspection and monitoring to be paid from the income or principal of the trust;

(2) Respond (or take any other action necessary to prevent, abate or "clean up") as it shall deem necessary, prior to or after the initiation of enforcement action by any governmental body, to any actual or threatened violation of any environmental law affecting any of such property, the cost of which shall be payable from trust assets;

(3) Settle or compromise at any time any claim against the Trust related to any such matter asserted by any governmental body or private party;

(4) Disclaim any power which the Trustee determines may cause it to incur liability as a result of any such matter, whether such power is set forth herein, or granted or implied by any statute or rule of law.

(ff) The Trustee shall not be personally liable to any beneficiary or other party interested in the Trust, or to any third parties, for any claim against the Trust for the diminution in value of Trust property resulting from such matters, including any reporting of or response to (1) the contamination of Trust property by hazardous substances; or (2) violations of any environmental laws related to the Trust; provided that the Trustee shall not be excused from liability for his, its or their own negligence or wrongful willful act.

(gg) When used in this document the term "hazardous substance(s)" shall mean any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law(s) or regulation(s) relating to the protection of the environmental or human health ("environmental law(s)").

(hh) Notwithstanding any contrary provision of this instrument, the Trustee may withhold a distribution to a beneficiary until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the Trustee against any claims filed against the Trustee pursuant to any federal, state or local statue or regulation relating to clean up or management of hazardous substances.

12.2 **Powers of Distribution Trustee**. The Distribution Trustee shall have the power to authorize distributions of principal and/or income to the beneficiaries hereunder at times and in amounts as determined in the sole discretion of the Distribution Trustee, subject only to the veto power vested in the Trustor, according to the standards set forth in Section 3.1 above. Upon the death of the Trustor, the Successor Investment Trustee shall distribute the Trust estate as required pursuant to a duly exercised power of appointment, if any, and as otherwise provided herein, with respect to any of the Trust estate not so appointed by the Trustor.

12.3 **"Prudent Person" Rule**. In addition to the investment powers conferred above, the Trustees are authorized (but are not directed) to acquire and retain investments not regarded as traditional for trusts, including investments that would be forbidden by the "prudent person" rule. The Trustee may, in the Trustee's sole discretion, invest in any type of property, wherever located, including any type of security or option, improved or unimproved real property, and tangible or intangible personal property, and in any manner, including direct purchase, joint ventures, partnerships, limited partnerships, corporations, mutual funds, or any other form of participation or ownership whatsoever. In making investments, the Trustee may disregard all of the following factors:

(a) Whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal.

(b) Whether the acquisition or retention of a particular investment, or the trust investments collectively, is consistent with any duty or impartiality as to the different beneficiaries. The Trustor intends no such duty shall exist.

(c) Whether the trust is diversified. The Trustor intends no duty to diversity shall exist.

(d) Whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts. The entire trust may be so invested. The Trustor intends the Trustees to have sole discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy.

The Trustor's purpose in granting the foregoing authority is to modify the prudent person rule insofar as the rule would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself. Accordingly, the Trustees shall not be liable for any loss in value of an investment merely because of the nature of the investment or the degree of risk presented by the investment, but shall be liable if the Trustees' procedures in selecting and monitoring the investment are proven by affirmative evidence to have been negligent, and such negligence was the proximate cause of the loss.

12.4 **Permitted Methods of Distribution**.

(a) With respect to any sum or property, whether income or principal, which is required or permitted to be distributed out of any trust hereunder to or for the benefit of any person, whether or not such person is, at the time, a minor and whether or not the Trustees of such trust determine such person to be under any disability preventing such person from acting properly on such person's own behalf (irrespective of whether legally so adjudicated), such Trustees may make distribution or the same in any one or more of the following ways as such Trustee, from time to time, in her sole discretion, shall deem to be most expedient in the best interests of such person; namely, by paying, distributing or applying the same to:

(1) Such person directly;

(2) The duly appointed conservator, guardian or committee for such person, if any;

(3) An apparently qualified individual (other than any donor to such trust) or bank who, in taking the same "as custodian for" such person under the appropriate state's Uniform Transfers to Minors Act, indicates that such sum or property will be treated in all respects as "custodial property" for the benefit of such person in accordance with the provisions of such act of such state (whether or not such act permits custodial property of such an origin) or other uniform gifts to minors or similar act in that state;

(4) The parent, spouse or other individual having the care and custody of such person (other than any donor to such trust) who, as such person's natural guardian, shall agree to preserve the same for the immediate or ultimate benefit of such person (or such person's estate), but who shall not be obligated to qualify as a legal guardian or account to any probate court therefor;

(5) The Trustee or Trustees of any trust, all of the assets of which are then fully and unqualifiedly withdrawable by such person;

(6) The direct payment of any educational, medical or other property expense of such person (or any person to whose support or education such person would, in such Trustee's reasonable judgment, normally be expected to contribute), including expenses, such as taxes, repairs, etc., reasonably appropriate to preserving any assets belonging to such person, as long as such expense is not the legal obligation of any other person;

(7) The purchase of stocks, bonds, insurance (the term "purchase" shall include any premium payment), or other properties of any kind, the ownership of which is registered in the sole name of such person; or

(8) The making of a deposit into a bank, savings and loan association, brokerage or other similar account in the sole name of such person, provided that distribution shall be made in the manner described in subparagraphs (3) and (4) above only if legally enforceable indemnification in favor of such person is received against anyone other than such person (or such person's estate) benefitting thereby (even through the discharge of an obligation to support such person). The

receipt of or evidence of any such payment, distribution or application shall be a complete discharge and acquittance of such Trustee to the extent of such payment, distribution or application and, except for enforcement of any above described indemnification, such Trustee shall have no duty to see to the actual application of amounts so paid or distributed to others.

(b) Notwithstanding the foregoing, however, where distributions are required to be made to or for the "direct" benefit of a person, only distributions made in the manner described in subparagraphs (1), (5), (6) (except for its parenthetical provision), (7) or (8) above shall be considered to have been made for the "direct" benefit of such person.

12.5 Compensation of Trustees. All Trustees may receive reasonable compensation for services rendered hereunder, plus extraordinary fees, if applicable, determined annually. Each separate Trust hereunder shall be chargeable with and may pay without application to any court:

(a) The reasonable expenses of its Trustee(s) in the administration of such Trust, including the fees and expenses of such agents, attorneys, accountants and advisors as such Trustee(s) may employ in the administration of such Trust.

(b) Compensation for a Corporate Trustee's services in the amount and at the time specified in its Schedule of Fees and Charges established from time to time for the administration of trusts of a character similar to the trust being administered and in effect when such compensation is payable.

(c) Reasonable compensation for the services rendered and responsibilities assumed by each of such Trustee(s) in the administration of such Trust to be paid at reasonable intervals as incurred, with commencement and termination fees permitted only if agreed to by all of the Trustee(s) of such Trust in a written instrument approved by the Beneficiary of such Trust.

(d) The employment of a person or firm and the payment of fees under Paragraph (a) above is specifically authorized notwithstanding the fact the person or firm so employed may be a Trustee or affiliated in business with any Trustee hereunder, provided the fees for the services rendered and responsibilities assumed in each capacity are reasonable and not duplicative.

12.6 Power to Appoint Agent. The Trustee is authorized to employ attorneys, accountants, investment managers, specialists, and such other agents as the Trustee shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the Trust, and to delegate to said investment manager the discretionary power to acquire and dispose of assets of the Trust. The

Trustee may charge the compensation of such attorneys, accountants, investment managers, specialists, and other agents against the Trust, including any other related expenses.

12.7 **Broad Powers Of Distribution**. After the death of the Trustor, upon any division or partial or final distribution of the Trust estate, the successor Trustee shall have the power to partition, allot and distribute the Trust estate in undivided interest or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee, in the Trustee's discretion, considers necessary to make such division or distribution. In making any division or partial or final distribution of the Trust estate, the Trustee shall be under no obligation to make a pro rata division or to distribute the same assets to beneficiaries similarly situated. Rather, the Trustee may, in the Trustee's discretion, make non pro rata divisions between Trusts or shares and non pro rata distributions to beneficiaries as long as the respective assets allocated to separate trusts or shares or the distributions to beneficiaries have equivalent or proportionate fair market value. The income tax basis of assets allocated or distributed non pro rata need not be equivalent and may vary to a greater or lesser amount, as determined by the Trustee, in his or her discretion, and no adjustment need be made to compensate for any difference in basis.

12.8 **Trustees' Liability**. Except for the Trustees' own intentional and malicious breach of trust, bad faith, or gross negligence, the Trustees shall not be liable for any act, omission, loss, damage, or expense arising from the performance of the Trustees' duties under this Trust Agreement. The Trustees shall not be liable for making any investments or purchases on behalf of the Trust, nor shall the Trustees be required in any way to diversify investments nor shall the Trustees in any way be required to sell or otherwise dispose of speculative or non-productive property or assets owned or acquired by the Trust.

12.9 **Indemnity**. The Trustees shall, from the Trust assets, both principal and income, be indemnified and held harmless from and against any and all loss, cost, expense, and damage (including any attorney's fees) incurred by the Trustees arising out of or in any way connected with this Trust, the administration thereof, or related to any assets contained herein or for any other reason whatsoever.

12.10 **Corporate Trustee**. While there is a corporate Trustee acting, it shall have custody of all assets, books of account and records.

12.11 **Nondisclosure**. Trustees shall be under no obligation to disclose the contents of the Trust estate to anyone other than as may be required by law or lawful court order or as required pursuant to Section 10.9 above. Additionally, Trustee shall be under no obligation to disclose the assets, investments, business, or affairs of this Trust. Furthermore, Trustees, when convenient or necessary, may give an abbreviated version of the Trust Agreement and/or a written memorandum of the pertinent provisions of this Trust to those persons needing such, so as to, for instance, open bank accounts, stock brokerage accounts, etc. or to title companies to show authority for Trustees to sell or purchase real estate.

12.12 **Undivided Interests**. The principal of the trusts created by this Trust Agreement may consist of undivided interests in the same property, and the Trustees may administer such trusts as one fund. The Trustees shall make a separate account for each of the separate trusts created under this Trust Agreement, but all of such trusts may be administered as a single fund. Joint investments or interests in investments may be assigned to such trusts, with each trust being credited with an undivided interest in all joint investments in the proportion which is assigned to it or in the proportion which its contribution to such investment bears to the whole.

12.13 **Separate Property**. Any property held in trust and any income earned by the trusts created hereunder shall be the separate property (in distinction with community property, joint tenancy property, tenancy in common, marital property, quasi-community property or tenancy by the entirety) of the beneficiaries of such trusts. Additionally, any distribution to or for the benefit of any beneficiary shall be and remain the sole and separate property and estate of the beneficiaries.

ARTICLE XIII
GENERAL PROVISIONS

13.1. **Controlling Law**. This Trust Indenture is executed under the laws of the State of Nevada and shall in all respects be administered by the laws of the State of Nevada; provided, however, the Trustees shall have the discretion, exercisable at any later time and from time to time, to administer any trust created hereunder pursuant to the laws of any jurisdiction in which the Trustees, or any of them, may be domiciled, by executing a written instrument acknowledged before a notary public to that effect, and delivered to the then income beneficiaries. If the Trustees exercise the discretion, as above provided, this Trust Indenture shall be administered from that time forth by the laws of the other state or jurisdiction.

13.2 Spendthrift Provision. No property (income or principal) distributable under this Trust Agreement, whether pursuant to Article III, IV, Article V or otherwise, shall be subject to anticipation or assignment by any beneficiary, or to attachment by or of the interference or control of any creditor or assignee of any beneficiary, or be taken or reached by any legal or equitable process in satisfaction of any debt or liability of any beneficiary, and any attempted transfer or encumbrance of any interest in such property by any beneficiary hereunder shall be absolutely and wholly void. No beneficiary or remainderman of any Trust shall have any right or power to sell, transfer, assign, pledge, mortgage, alienate, or hypothecate his or her interest in the principal or income of the Trust estate in any manner whatsoever. To the fullest extent of the law, the interest of each beneficiary and remainderman shall not be subject to the claims of any of his or her creditors or liable to attachment, execution, bankruptcy proceedings, or any other legal process. No beneficiary of any Trust created hereunder shall have any right or power to anticipate, pledge, assign, sell, transfer, alienate or encumber his or her interest in the Trust, in any way; nor shall any such interest in any manner be liable for or subject to the debts, liabilities, taxes or obligations of such beneficiary or claims of any sort against such beneficiary. The Distribution Trustee shall pay, disburse, and distribute principal and income of any trust only in the manner provided for in this Trust Agreement and will not make any attempted transfer or assignment, whether oral or written, to any appointee beneficiary or remainderman other than as herein provided. All Trusts created by this Trust Agreement shall be spendthrift Trusts as provided by the laws of the State of Nevada and shall be interpreted and operated so as to maintain such trusts as spendthrift trusts. Any beneficiary of any Trust created under this Trust Agreement may renounce or disclaim his or her interest in any Trust created under this Trust Agreement or any special or general power of appointment, in whole or in part, at any time; provided, however, such beneficiary shall not be treated as having died for the purpose of fiduciary appointments made in this Trust Agreement by reason of such disclaimer.

13.3 Perpetuities Savings Clause. Unless terminated earlier in accordance with other provisions of this trust, any trust hereby created or created by the exercise of any power hereunder shall terminate Twenty-one (21) years after the death of the last survivor of the following: (1) the Trustor; (2) all the issue of Trustor who are living at the death of the Trustor; and (3) all named beneficiaries who are living at the death of the Trustor, or upon the expiration of the maximum period authorized by the laws of the State of Nevada or the state by which the trust is then being governed. Upon such termination, the Trust estate, and any accumulations thereon, shall be distributed to those persons and in the same proportions as the income of the trust is then being paid.

13.4 **No-Contest Provision**. The Trustor specifically desires that this Trust Indenture and these Trusts created herein be administered and distributed without litigation or dispute of any kind. If any beneficiary of these Trusts or any other person, whether stranger, relative or heir, or any legatee or devisee under the Last Will and Testament of either of the Trustor or the successors-in-interest of any such persons, including Trustor's estate under the intestate laws of the State of Nevada or any other state lawfully or indirectly, singly or in conjunction with another person, seek or establish to assert any claim or claims to the assets of these Trusts established herein, or attack, oppose or seek to set aside the administration and distribution of the Trusts, or to invalidate, impair or set aside its provisions, or to have the same or any part thereof declared null and void or diminished, or to defeat or change any part of the provisions of the Trusts established herein, then in any and all of the abovementioned cases and events, such person or persons shall receive One Dollar ($1.00), and no more, in lieu of any interest in the assets of the Trusts or interest in income or principal.

13.5 **Provision For Others**. The Trustor has, except as otherwise expressly provided in this Trust Indenture, intentionally and with full knowledge declined to provide for any and all of his heirs or other persons who may claim an interest in his respective estate or in these Trusts.

13.6 **Severability**. In the event any clause, provision or provisions of this Trust Indenture prove to be or be adjudged invalid or void for any reason, then such invalid or void clause, provision or provisions shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as legally possible.

13.7 **Distribution Of Small Trust**. If the Trustees, in the Trustees' absolute discretion, determine that the amount held in Trust is not large enough to be administered in Trust on an economical basis, then the Trustees may distribute the Trust assets free of Trust to those persons then entitled to receive the same.

13.8 **Headings**. The various clause headings used herein are for convenience of reference only and constitute no part of this Trust Indenture.

13.9 **More Than One Original**. This Trust Indenture may be executed in any number of copies and each shall constitute an original of one and the same instrument.

13.10 **Interpretation**. Whenever it shall be necessary to interpret this Trust, the masculine, feminine and neuter personal pronouns shall be construed interchangeably, and the singular shall include the plural and the singular.

13.11 **Definitions**. The following words are defined as follows:

(a) **"Principal" and "Income"**. Except as otherwise specifically provided in this Trust Indenture, the determination of all matters with respect to what is principal and income of the Trust estate and the apportionment and allocation of receipts and expenses thereon shall be governed by the provisions of Nevada's Revised Uniform Principal and Income Act, as it may be amended from time to time and so long as such Act does not conflict with any provision of this instrument; provided, however, that as used herein, the term "Trust income" for any taxable year shall also include the net amount received in such taxable year for the sale or exchange of capital assets. Notwithstanding such Act, no allowance for depreciation shall be charged against income or net income payable to any beneficiary.

(b) **"Education"**. Whenever provision is made in this Trust Indenture for payment for the "education" of a beneficiary, the term "education" shall be construed to include technical or trade schooling, college or postgraduate study, so long as pursued to advantage by the beneficiary at an institution of the beneficiary's choice and in determining payments to be made for such college or post-graduate education, the Trustees shall take into consideration the beneficiary's related living and travelling expenses to the extent that they are reasonable.

(c) **"Child, Children, Descendants or Issue"**. As used in this instrument, the term "descendants" or "issue" of a person means all of that person's lineal descendants of all generations. The terms "child, children, descendants or issue" include adopted persons, but do not include a step-child or step-grandchild, unless that person is entitled to inherit as a legally adopted person.

13.12 **Court Instructions**. The Trustees may seek the assistance of the Courts in all matters affecting the administration of this Trust or its properties, including advice on the interpretation of the Trust or for settlement of any account by invoking the jurisdiction of any District Court with jurisdiction (including quasi-in-rem jurisdiction) over the Trust, the Trustees, or the Trust res, in a nonadversary ex parte proceeding. The decision of the Court shall be binding upon all interested parties who were given written mailing notice of the proceedings to their last known address.

SIGNED AND SEALED by the Trustor and Trustees on the day and year first above written.

TRUSTOR AND INVESTMENT TRUSTEE:

ERIC L. NELSON

DISTRIBUTION TRUSTEE:

LANA MARTIN

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this 30th day of May, 2001, personally appeared before me, a Notary Public in and for said County of Clark, State of Nevada, ERIC L. NELSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Edith E. Plummer
NOTARY PUBLIC

Notary Public - State of Nevada
County of Clark
EDITH E. PLUMMER
My Appointment Expires
April 22, 2005
No: 97-1373-1

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this 7th day of June, 2001, personally appeared before me, a Notary Public in and for said County of Clark, State of Nevada, LANA MARTIN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

SHELLEY J. NEWELL
Notary Public, State of Nevada
Appointment No. 9341811
My Appt. Expires July 29, 2001

APPROVED:

BY:
Jeffrey L. Burr, Esq.
4455 South Pecos Road
Las Vegas, Nevada 89121

CHANGE OF DISTRIBUTION TRUSTEESHIP
FOR THE
ERIC L. NELSON NEVADA TRUST

THIS CHANGE OF DISTRIBUTION TRUSTEESHIP, dated February 22, 2007, is made in accordance with ARTICLE XI, Section 11.3, entitled Trust Consultant, as provided in the Trust Agreement, dated May 30, 2001.

Witnesseth:

WHEREAS, ERIC L. NELSON, as Trustor, established the ERIC L. NELSON NEVADA TRUST on May 30, 2001, wherein ERIC L. NELSON was appointed as the Investment Trustee, LANA MARTIN was appointed as the Distribution Trustee and JEFFREY BURR, LTD., formerly known as JEFFREY L. BURR, LTD., a Nevada corporation, was appointed as Trust Consultant; and

WHEREAS, pursuant to the power reserved to JEFFREY BURR, LTD., as the Trust Consultant, in Section 11.3 of the within referenced Trust Agreement, the Distribution Trustee shall now be changed, such that LANA MARTIN shall cease to serve as the Distribution Trustee of the within referenced Trust Agreement and NOLA HARBER shall now serve as the current Distribution Trustee instead, effective immediately. If NOLA HARBER should become deceased, unable or unwilling to serve as the Successor Distribution Trustee, then CLARENCE NELSON shall serve as the Successor Distribution Trustee in her stead. If CLARENCE NELSON should become deceased, unable or unwilling to serve as Successor Distribution Trustee, then ROBERT MARTIN shall serve as Successor Distribution Trustee.

NOW, THEREFORE by executing this Change of Distribution Trusteeship, the Trust Consultant herewith removes LANA MARTIN as the Distribution Trustee of the within referenced Trust Agreement and appoints NOLA HARBER to serve as the current Distribution Trustee, effective immediately. If NOLA HARBER should become deceased, unable or unwilling to serve as the Successor Distribution Trustee, then CLARENCE NELSON shall serve as the Successor Distribution Trustee in her stead. If CLARENCE NELSON should become deceased, unable or unwilling to serve as Successor

Distribution Trustee, then ROBERT MARTIN shall serve as Successor Distribution Trustee.

THIS CHANGE OF DISTRIBUTION TRUSTEESHIP is accepted, made, and executed by the Trust Consultant on the day and year first above written.

TRUST CONSULTANT:

JEFFREY BURR, LTD.,
a Nevada corporation

BY: ______________________
JEFFREY L. BURR, ESQ.

ACCEPTANCE BY DISTRIBUTION TRUSTEE

I certify that I have read the foregoing Change of Distribution Trusteeship and the within referenced Declaration of Trust and understand the terms and conditions for my service as Distribution Trustee. I accept the Declaration of Trust in all particulars.

____
NOLA HARBER

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On February 22nd, 2007, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared JEFFREY BURR, ESQ., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public - State of Nevada
COUNTY OF CLARK
BARBARA MORELLI
No. 99-38492-1 My Appointment Expires Oct. 17, 2007

____
NOTARY PUBLIC

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On February 28, 2007, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared NOLA HARBER personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

ROCHELLE McGOWAN
Notary Public State of Nevada
No. 02-73189-1
My appt. exp. Feb. 12, 2010

NOTARY PUBLIC

CERTIFICATE OF IRREVOCABLE TRUST

Contemporaneously with the execution of this Certificate, the undersigned, ERIC L. NELSON, a resident of Clark County, Nevada, has executed that certain document entitled, the "ERIC L. NELSON NEVADA TRUST" dated May 30, 2001, which provides in pertinent parts as follows:

1. GRANTOR: The Grantor under the terms of said Trust is ERIC L. NELSON.

2. INVESTMENT TRUSTEE: The Investment Trustee under said Trust is ERIC L. NELSON. Upon the death or incapacity of the original Investment Trustee, LYNITA SUE NELSON shall serve as the Successor Investment Trustee hereunder.

3. DISTRIBUTION TRUSTEE: The Distribution Trustee under said Trust is LANA MARTIN.

4. BENEFICIARY: The beneficiary of this Trust is the Trustor.

5. IRREVOCABLE TRUST: This Trust is irrevocable and may not be altered, amended or revoked at any time.

6. POWERS OF TRUSTEE:

(a) To register any securities or other property held hereunder in the name of Investment Trustee or in the name of a nominee, with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity, and to hold in bearer form any securities or other property held hereunder so that title thereto will pass by delivery, but the books and records of Trustee shall show that all such investments are part of his respective funds.

(b) To hold, manage, invest and account for the separate Trusts in one or more consolidated funds, in whole or in part, as he may determine. As to each consolidated fund, the division into the various shares comprising such fund need be made only upon Trustee's books of account.

(c) To lease Trust property for terms within or beyond the term of the Trust and for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling and unitization agreements.

(d) To borrow money, mortgage, pledge or lease Trust assets for whatever period of time Trustee shall determine, even beyond the expected term of the respective Trust.

(e) To hold and retain any property, real or personal, in the form in which the same may be at the time of the receipt thereof, as long as in the exercise of his discretion it may be advisable so to do, notwithstanding same may not be of a character authorized by law for investment of Trust funds.

(f) To invest and reinvest in his absolute discretion, and he shall not be restricted in his choice of investments to such investments as are permissible for fiduciaries under any present or future applicable law, notwithstanding that the same may constitute an interest in a partnership.

(g) To advance funds to any of the Trusts for any Trust purpose. The interest rate imposed for such advances shall not exceed the current rates.

(h) To institute, compromise, and defend any actions and proceedings.

(i) To vote, in person or by proxy, at corporate meetings any shares of stock in any Trust created herein, and to participate in or consent to any voting Trust, reorganization, dissolution, liquidation, merger, or other action affecting any such shares of stock or any corporation which has issued such shares of stock.

(j) Except as limited in Section 3.3 above, to partition, allot, and distribute, in undivided interest or in kind, or partly in money and partly in kind, and to sell such property as the Trustee may deem necessary to make division or partial or final distribution of any of the Trusts.

(k) To determine what is principal or income of the Trusts and apportion and allocate receipts and expenses as between these accounts.

(l) Except as limited by Section 3.3 of the Trust Agreement, to make payments hereunder directly to any beneficiary under disability, to the guardian of his or her person or estate, to any other person deemed suitable by the Trustee, or by direct payment of such beneficiary's expenses.

(m) To employ agents, attorneys, brokers, and other employees, individual or corporate, and to pay them reasonable compensation, which shall be deemed part of the expenses of the Trusts and powers hereunder.

(n) To accept additions of property to the Trusts, whether made by the Trustor, a member of the Trustor's family, by any beneficiaries hereunder, or by any one interested in such beneficiaries.

(o) To hold on deposit or to deposit any funds of any Trust created herein, whether part of the original Trust fund or received thereafter, in one or more savings and loan associations, bank or other financial institution and in such form of account, whether or not interest bearing, as Trustee may determine, without regard to the amount of any such deposit or to whether or not it would otherwise be a suitable investment for funds of a trust.

(p) To open and maintain safety deposit boxes in the name of this Trust.

(q) Except as limited to by Section 3.3 of the Trust Agreement, to make distributions to any Trust or beneficiary hereunder in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property so distributed. The Trustor requests but does not direct, that the Trustees make distributions in a manner which will result in maximizing the aggregate increase in income tax basis of assets of the estate on account of federal and state estate, inheritance and succession taxes attributable to appreciation of such assets.

(r) Except as limited by Section 3.3 of the Trust Agreement, the powers enumerated in NRS 163.265 to NRS 163.410, inclusive, are hereby incorporated herein to the extent they do not conflict with any other provisions of this instrument.

(s) The enumeration of certain powers of the Trustee shall not limit his general powers, subject always to the discharge of his fiduciary obligations, and being vested with and having all the rights, powers, and privileges which an absolute owner of the same property would have.

(t) To invest Trust assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such exchanges, to buy and sell listed securities options, individually and in combination, employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of accounts in which such option transactions will be effected.

(u) To sell any property in the Trust estate, with or without notice, at public or private sale and upon such terms as the Trustee deems best, without appraisement or approval of court.

(v) To invest and reinvest principal and income in such securities and properties as the Trustee shall determine. The Trustee is authorized to acquire, for cash or on credit (including margin accounts), every kind of property, real, personal or mixed, and every kind of investment (whether or not unproductive, speculative, or unusual in size of concentration), specifically including, but not by way of limitation, corporate or governmental obligations of every kind and stocks, preferred or common, of both domestic and foreign corporations, shares or interests in any unincorporated association, Trust, or investment company, including property in which the Trustee is personally interested or in which the Trustee owns an undivided interest in any other Trust capacity.

(w) To deposit Trust funds in commercial savings or savings bank accounts in unlimited amounts for an unlimited period of time, with or without interest and subject to such restrictions upon withdrawal as the Trustee shall agree; any Trustee may sign on such account without any Trustee co-signature unless the signature card shall provide otherwise.

(x) To borrow money for any Trust purpose upon such terms and conditions as may be determined by the Trustee, and to obligate the Trust estate for the repayment thereof; to encumber the Trust estate or any part thereof by mortgage, deed of trust, pledge or otherwise, for a term within or extending beyond the term of the Trust.

(y) To grant options and rights of first refusal involving the sale or lease of any Trust asset and to sell upon deferred payments, or to acquire options and rights of first refusal for the purchase or lease of any asset, to purchase notes or accounts receivable whether secured or unsecured.

(z) To employ and compensate, out of the principal or income or both, as the Trustee shall determine, such agents, persons, corporations or associations, including accountants, brokers, attorneys, tax specialists, certified financial planners, realtors, and other assistants and advisors deemed needful by the Trustees even if they are associated with a Trustee, for the proper settlement, investment and overall financial planning and administration of the trusts; and to do so without liability for any neglect, omission, misconduct, or default of any such person or professional representative provided such person was selected and retained with reasonable care.

(aa) To invest and reinvest all or any part of the assets of any trust in any money management or registered investment advisory service which would provide for professional management of any such assets. In this regard, the Trustor specifically allows the Trustee to authorize the advisory service to have the discretionary authority to invest and reinvest the assets transferred to such advisor by the Trustee without the requirement of prior approval of the Trustee on any transactions.

(bb) Notwithstanding the prohibitions under N.R.S. 163.050 and any such Successor provisions, or notwithstanding any prohibitions against "self-dealing" as are provided under the laws of any other jurisdiction pursuant to which laws this Trust may be administered, any Trustee shall not be prohibited from engaging in acts of self-dealing with Trust property, either directly or indirectly, so long as such act of self-dealing is disclosed to the Distribution Trustee, and so long as the Trustee, in selling his, her or their own property or selling other properties in an agency or other fiduciary capacity to the Trust or in purchasing Trust assets for his, her or their personal account or in purchasing Trust assets in an agency or other fiduciary capacity, gives fair consideration in exchange for all Trust properties received. Where Trustees have engaged in acts of self-dealing for fair and adequate consideration, and has/have given notice to the Distribution Trustee, Trustee shall be relieved of any liability, sanction, and allegation of wrongdoing for such acts by any Court or other legal authority.

(cc) To retain for any period of time any property which may be received or acquired, even though its retention by reason of its character or otherwise would not be appropriate apart from this provision.

(dd) In the event the purchase, use or disposition of any trust property gives rise to either threatened or actual liability such that, in the sole opinion of the Trustees, the remaining assets of the Trust are thereby placed at risk of exposure to such liability, the Trustee shall be empowered to take such further and necessary steps as he deems prudent to protect and preserve the remaining assets of the trust, including but not limited to transferring such property giving rise to the threatened or actual liability to a separate trust formed to hold said property. The Trustee shall be further empowered to appoint an independent third party to act as Trustee over the newly-formed trust, and such trust shall be administered according to, and governed by the terms of, this Trust Agreement. The Beneficiaries of the new trust shall be the same beneficiaries as herein, and their interests in the new trust shall be in the same proportion as indicated herein. The Trustee of the new trust shall maintain records and books of accounts which are independent of and separate from the records and accounts maintained hereunder.

(ee) The Trustee shall have the power to deal with matters involving the actual, threatened or alleged contamination of property held in the Trust estate (including any interests in partnerships or corporations and any assets owned by such business enterprises) by hazardous substances, or involving compliance with environmental laws. In particular, the Trustee may:

(1) Inspect and monitor trust property periodically, as necessary, to determine compliance with any environmental law affecting such property, with all expenses of such inspection and monitoring to be paid from the income or principal of the trust;

(2) Respond (or take any other action necessary to prevent, abate or "clean up") as it shall deem necessary, prior to or after the initiation of enforcement action by any governmental body, to any actual or threatened violation of any environmental law affecting any of such property, the cost of which shall be payable from trust assets;

(3) Settle or compromise at any time any claim against the Trust related to any such matter asserted by any governmental body or private party;

(4) Disclaim any power which the Trustee determines may cause it to incur liability as a result of any such matter, whether such power is set forth herein, or granted or implied by any statute or rule of law.

(ff) The Trustee shall not be personally liable to any beneficiary or other party interested in the Trust, or to any third parties, for any claim against the Trust for the diminution in value of Trust property resulting from such matters, including any reporting of or response to (1) the contamination of Trust property by hazardous substances; or (2) violations of any environmental laws related to the Trust; provided that the Trustee shall not be excused from liability for his, its or their own negligence or wrongful willful act.

(gg) When used in this document the term "hazardous substance(s)" shall mean any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law(s) or regulation(s) relating to the protection of the environmental or human health ("environmental law(s)").

(hh) Notwithstanding any contrary provision of this instrument, the Trustee may withhold a distribution to a beneficiary until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the Trustee against any claims filed against the Trustee pursuant to any federal, state or local statue or regulation relating to clean up or management of hazardous substances.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand May 30, 2001.

ERIC L. NELSON

STATE OF NEVADA)
) SS.
COUNTY OF CLARK)

On May 30, 2001, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared ERIC L. NELSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Edith E. Plummer

NOTARY PUBLIC

APPROVED AS TO FORM:

Jeffrey L. Burr

JEFFREY L. BURR, ESQ.
ATTORNEY FOR GRANTOR

Notary Public - State of Nevada
County of Clark
EDITH E. PLUMMER
My Appointment Expires
No: 97-1373-1 April 22, 2005

EXHIBIT 8

EXHIBIT 8

THE DICKERSON LAW GROUP

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MEMORANDUM FROM ROBERT P. DICKERSON IN SUPPORT OF AB378

May 7, 2013

SENATE COMMITTEE ON JUDICIARY
Senator Tick Segerblom - Chair; tsegerblom@sen.state.nv.us
Senator Ruben Kihuen - Vice Chair; ruben.kihuen@sen.state.nv.us
Senator Aaron D. Ford; aaron.ford@sen.state.nv.us
Senator Justin C. Jones; justin.jones@sen.state.nv.us
Sentator Greg Brower; greg.brower@sen.state.nv.us
Senator Scott Hammond; scott.hammond@sen.state.nv.us
Sentator Mark Hutchison; mark.hutchison@sen.state.nv.us

Dear Chairman Segerblom and Members of the Senate Judiciary Committee:

I am a licensed Nevada attorney since 1976, practicing primarily in family law for the past 20 years. I am a past President of the State Bar of Nevada, past President of the Clark County Bar Association and past member of the Board of Governors.

I testified before the Assembly Committee on Judiciary in support of AB378 on April 5, 2013. With amendment, AB378 was passed out of the Assembly Committee on Judiciary and passed by the full Assembly 39-0.[1] AB378 is now for consideration by the Senate Committee on Judiciary. I solicit your vote in favor of AB378 which will be a vote exercised in support of the families in Nevada and a continuation of sound public policy requiring family support in the event of a divorce or the termination of a domestic partnership.

I am aware of the recent opposition to AB378 by Layne Rushforth, Steve Oshins, Julia Gold and various bank an trust companies. I have met with Mr. Rushforth, Mr. Oshins and Ms. Gold in an effort to discuss AB378 and SB307 which is a bill that they have proposed be approved by the Nevada State Legislature to reform multiple areas of the Nevada Revised Statutes. In particular, many of the revisions proposed in SB307

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[1] 2 voting members of the Assembly were excused and 1 seat in the Assembly is currently vacant.

would change existing Nevada law to the protection of persons with great wealth and to the detriment of any creditor seeking to set aside a Nevada trust, including a spouse or child of the settlor. To be clear, I do not desire to harm the trust and estates business in Nevada. My primary concern lies with the effect that a failure to pass AB378 and/or the passage of SB307 would have on the ability of the spouse or child of the settlor of a trust to be supported from trust assets.

Summary of Purpose of AB378

Nevada is one of only two states (Utah being the other) of the 15 states which have an existing structure for the creation of self-settled spendthrift trusts which has no statutory language allowing for a spouse or child to be an exception creditor of the trust. A self-settled spendthrift trust is a spendthrift trust that includes the trust's settlor as a beneficiary. From 1999, when Nevada first enacted law allowing for the creation of self-settled spendthrift trusts, through the current date, there has never been an effort to address the effect of this type of trust on domestic support obligations. This is not because the problem did not exist. Rather, because a self-settled spendthrift trust is an estate planning vehicle for the very wealthy, and a highly technical field of trust practice, most persons, attorneys included, know nothing to very little about this area of law and have not had to deal with the fallout of one of these trusts on a regular basis.

Those who practice law in this area are proud of the fact that Nevada currently has no statutory exception creditors. It is their core selling point of why someone should create a Nevada trust. I do not believe that such practitioners support the avoidance of domestic support obligations. However, is it best for Nevada to protect the wealthy and big business to the detriment of its citizens? Because of the significant impact AB378 could have on the ability to attract new trust business to Nevada there is a great divergence of opinion and position between the estates and trusts attorneys in this state and the family law attorneys on the issue of exception creditors which remains unresolved despite several lengthy discussions.

Section 1.3 of AB378 proposes creating a creditor exception for a settlor's child, spouse or domestic partner, or former spouse or domestic partner which would allow such persons the ability to obtain a judgment enforceable against the trust assets. Section 1.6 of this bill addresses the transfer of community property to a spendthrift trust. Section 1.9 of this bill prohibits certain persons, who are the relatives or subordinates of the settlor from serving as the distribution trustee of a self-settled spendthrift trust. The opposition is has indicated that it is against AB378 for the following reasons: (1) allowing any creditor to reach assets that were validly transferred to a spendthrift trust *may* trigger an unintended estate-tax inclusion; (2) it imposes administrative burdens on a trustee by allowing attachments and garnishments; and (3) it does not protect "old and cold" transfers that were made to a spendthrift trust without the intent to defraud; and (4) it restricts those persons who can serve as a distribution trustee. In general, the position of the opposition is that AB378 would harm estates and trust business in Nevada.

Arguments in Support of AB378

In support of AB378 I offer the following reasoning:

1. Public Policy. By far the most compelling argument for an exception to the existing spendthrift trust statutes to allow for child support and spousal maintenance is the public policy argument. Nevada's child support statutes have been enacted to ensure that parents comply with their obligation for support of their children. Similarly, Nevada law allows for the payment of spousal support to the current or former spouse or domestic partner for his or her support as a result of a valid marriage or domestic partnership. To continue to have no exception to Nevada's spendthrift trust law for the support of children would continue to allow a "deadbeat parent" to enjoy the benefits of his or her trust, while at the same time being immune from his or her family support obligations that are justly due, while the State of Nevada pays for the support of his or her children. It is not sound public policy for the State of Nevada to use welfare funds to support a trust beneficiary's children or spouse, while the same beneficiary stands behind the shield of immunity created by a spendthrift trust provision. To endorse such a policy and to permit the situation which we have described above would be to invite disrespect for the administration of justice.

The Restatement (Second) Of Trusts Section 157 (1959) also cites public policy as a reason to restrict enforcement of spendthrift trust provisions for child support and alimony claims. It provides that a trust beneficiary's interest can be reached to satisfy claims for: 1) alimony; 2) child support; 3) the provider of necessary services or supplies furnished to a trust beneficiary; 4) the United States or a state for [tax] claims against the beneficiary.

In summary, the thrust of the public policy argument to except child support and alimony from the spendthrift trust rules appears to be that a trust beneficiary should not be able to reap the benefits of the trust while at the same time neglecting his or her social and legal obligation or responsibility to his child or former spouse.

2. Uniformity among state laws. The second argument made for an exception to the spendthrift rules for child support and alimony is uniformity. As stated above, 13 of the 15 states with statutory schemes for the creation of self-settled spendthrift trusts

make exceptions to the spendthrift rules for child support and alimony.[2] Utah is the only other state besides Nevada without exception creditors and that is a new change occurring only this year. While Utah has removed its exception creditor language it has not made it so a trust beneficiary can escape his or her domestic support obligations. Under Utah's new statutory scheme, at least 30 days before making a distribution to the settlor, the trustee must send notice of the proposed distribution to any child support creditor of the settlor. This language assists child support creditors and prevents a trust beneficiary from reaping the benefits of the trust while at the same time neglecting his or her social and legal obligation or responsibility to his child. Even South Dakota, which this year amended its exception creditor statutes to lessen the application of its creditor exceptions to a divorcing spouse, child support, or alimony obligation which pre-dates the transfer of property to a trust, has not completely done away with exception creditors.

Conflicts of law between states are bound to arise. The Restatement (2d) Conflicts 1969, section 273(b) and comment c, provides that personal property in a trust is governed by the state law designated by the settlor in the trust. Thus, for example, if a Wyoming settlor selects Nevada law as the governing law for his or her trust, then later a claim for child support is made in a Wyoming court - a state that excepts child support from its spendthrift laws - then an order for child support issued by a courts in Wyoming may not be honored. This apparent anomaly only invites conflict and confusion and suggests the need for more uniformity among the various states. This lack of uniformity invites attacks on valid trusts which are less likely to exist if Nevada also became a state with specific creditor exemptions.

3. Legal precedent exists for priority of claims. There is precedent under federal law for preferences for certain types of creditor claims. For example, under the federal bankruptcy laws, certain creditors have priority for payment from the bankruptcy estate over other creditors. Domestic support obligation claims are one such exception. These claims receive special treatment in bankruptcy and are given priority over many other types of claims, including tax obligations. If a claim is determined to be domestic support obligation priority claim, then it has to be repaid first, before other claims are paid out of the debtor's assets. By placing domestic support obligation claims in a position of priority the federal bankruptcy laws ensures that families are less likely to require the support of the state or federal government.

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[2] 12 states - South Dakota, Ohio, Tennessee, Delaware, Wyoming, Rhode Island, New Hampshire, Missouri, Hawaii, Virginia, Oklahoma, and Colorado have a statutory scheme with a creditor exception for the payment of child support. 9 of these states - South Dakota, Alaska, Ohio, Tennessee, Delaware, Rhode Island, New Hampshire, Hawaii and Colorado have an additional creditor exception for a divorcing spouse. 9 of these states again extend a creditor exception for the payment of alimony - South Dakota, Ohio, Tennessee, Delaware, Rhode Island, New Hampshire, Missouri, Hawaii and Colorado.

4. Existing system creates roadblocks to collection. Under existing Nevada law, alimony and child support arrearages cannot be paid directly by a trustee from trust assets. Principal and income of a valid spendthrift trust are free from the claims of creditors - including claims for alimony and child support - and are protected until actually paid over to the trust beneficiary. Trust beneficiaries can avoid payment of legitimate domestic support claims by never receiving monetary distributions, but ensuing all of the settlor's wants, desires, and needs are satisfied with trust assets through the direct payment of the settlor's bills by the trustee. The current system additionally makes it easier for a debtor to secret funds while making it harder for a creditor to satisfy his or her or its claim. AB378 seeks to remove these collection roadblocks when child support and alimony are involved, creating a more efficient system which would be to allow child support and alimony to be attached and collected at the source of payment, that is, directly from the trustee before disbursement is made to the settlor/beneficiary. Such a system would be efficient and more compatible with the public policy of speedy collection of child support and alimony arrearages.

Address of Opponents Arguments Against AB378

I understand the positions of the opposition as stated in Mr. Rushforth's May 7, 2013 memo letter to this Committee. I attempt to address these below:

1. The unintended consequence of triggering estate tax - I do not believe AB378 as presently drafted is a perfect bill. However, it is imperative to families in Nevada that there be some change to existing law to avoid the problems of a "deadbeat parent" and "angry ex-spouse" who actively seeks to ignore court orders for family support through the protections of the current spendthrift trust laws.

In an effort to address some of the concerns expressed by the opposition I have informally proposed to the opposition an amendment which is similar to the Wyoming exception creditor statute and would add language to AB378 proposing that the exception creditor language only become effective in the event the settlor became more than 30 days late is satisfying any order for child or spousal support.

Wyoming's statute (4-10-520) reads:

Limitations on qualified trust property

(a) The provisions of W.S. 4-10-510 through 4-10-523, do not apply in any respect to:

(i) Any person to whom a settlor is indebted on account of an agreement or order of court for the payment of

> support in favor of the settlor's children if the settlor is in default by thirty (30) or more days of making a payment pursuant to the agreement or order.

By this compromise, the onus would be on the settlor to voluntarily satisfy his or her domestic support obligations or face the consequences of AB378 and the taxation of the settlor's estate upon his or her death. This compromise has been rejected by the opposition as they will not agree to any language which creates an exception creditor category in Nevada law.

The core concern for estate and trust planning attorneys is that IRC Section 20.2036(1) appears to suggest that the entirety of a settlor's estate will be included for estate tax purposes if any creditor of the settlor may reach the trust assets, including for the payment of domestic support obligations. Specifically, if the decedent's spouse or minor child could reach the assets in satisfaction of the decedent's duty of support, they argue Section 2036 would apply. As explained below, 13 of the 15 states which have a statutory scheme for domestic self-settled spendthrift trusts[3] have exceptions for certain "family claims". Because domestic self-settled spendthrift trusts have only existed for a short period of time (since 1997 elsewhere and since 1999 in Nevada), the reality of the situation is that the IRS has not yet issued a ruling on how it will interpret the taxable estate of a decedent who is the settlor of a self-settled spendthrift trust when the settlor is subject to a domestic support obligation. This is an uncertainty that likely will not be known until some decedent's estate is the lucky (or unlucky as it could play out) recipient of the IRS' final determination of this issue.

Ideally, there should be a way to protect both the settlor's intent to avoid estate taxes by the creation of the trust and the spouse or child's ability to be supported by trust assets. I am unsure what this compromise could be, as neither myself nor the opposition have been able to clearly articulate a proposal that is acceptable to both estate planning attorneys and family law attorneys. Until such a compromise can be determined, I believe that the public policy for the support of children and spouses in Nevada should win out over a settlor seeking to reap the benefits of the trust while at the same time neglecting his or her social and legal obligation and responsibility to his child or former spouse.

2. <u>Added administrative burden on trustees</u> - Another argument advanced by the opposition against making exceptions to the spendthrift trust rules is that it would be an administrative nightmare for trustees. This argument should be dismissed as the

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[3] The term "domestic self-settled spendthrift trust" is used here as the type of trust at issue is one created in Nevada or another sister-state. There are also off-shore self-settled spendthrift trusts.

issue will only become an issue when the settlor of the trust ignores his or her legal responsibilities to provide for his or her children or spouse, and a court order is entered. In most self-settled spendthrift trusts, the trustee is already paying all of the settlor's bills and providing for the settlor's needs on a daily basis. Having to satisfy one additional claim is not an overbearing burden on a trustee. It is no more a burden to do this than to pay, for example, a power bill or recurring mortgage payment. Most questions as to what actions a Court requires of a trustee when the settlor of a trust is not fulfilling his domestic support obligations can be resolved by the issuance of a specific order, naming the trust and trustee as a party to the family court action.

(3) Restrictions of persons who can serve as a distribution trustee - The opposition is correct in that NRS Chapter 166 does not require a distribution trustee for a valid Nevada self-settled spendthrift trust. However, that does not make the proposed language in Section 1.9 of AB378 moot.

The purpose of Section 1.9 of AB378 is to place limitations on who can serve as the person making discretionary distributions of trust assets to the settlor of a self-settled spendthrift trust. The goal of this language is to put into place a mechanism to help prevent fraud. Whether by being named "distribution trustee" or by mechanism of power of appointment, the supposed gate-keeper of distributions to the settlor should truly be an independent person with the ability to say "no" to the settlor, otherwise the settlor has a disguised ability to control all of the trust assets and distributions of trust property without the independent oversight required by NRS Chapter 166. As currently written, Nevada law allows anyone to serve in this capacity. While I have been told that smart estate planning attorneys are careful to use independent persons in this capacity, there are others - particularly the types of persons who would use these trusts to avoid the payment of legitimate debts - who would not think twice about installing their brother, sister, or subordinate in the distribution trustee position, and then exert total control over them. While I recognize that in reality, the job of the independent trustee is "to say no when being sued, and yes at all other times" there still should be an ability to challenge the validity of a trust when the person in that position truly is not independent of the settlor.

The language of Section 1.9 of this bill is intended to conform with the meaning of Internal Revenue Code Section 672(c) definition of "independent person". By ensuring an independent person as the trustee who can make discretionary distributions to the settlor, the public is protected from fraud. For the Internal Revenue Code, an independent person is anyone who is not the settlor's brother, sister, spouse, parents, descendant by blood or adoption, or anyone to whom the settlor sends a W-2. An independent person is a trust company, CPA, attorney, aunt, uncle, cousin, spouse's brother or sister, or any friend.

Save and except making it more difficult on a settlor to have total control over trust assets, including limitations on who can be the person who can make discretionary distributions to the settlor, should have no negative impact on anyone associated with a self-settled spendthrift trust.

The Nevada State Legislature, and in particular this Committee, is faced with the difficult task of reconciling two positions on an issue where there is apparently little middle ground. The policy behind AB378 is too important for there not to be a change to Nevada law. For the reasons expressed herein, I ask for your support of AB378.

Sincerely,

Robert P. Dickerson

Robert P. Dickerson
bob@dickersonlawgroup.com

IN THE SUPREME COURT OF THE STATE OF NEVADA

*****

NOLA HARBER, as Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001 Petitioners, vs. EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA, CLARK COUNTY, and THE HONORABLE FRANK P. SULLIVAN, DISTRICT JUDGE Respondents, and ERIC L. NELSON and LYNITA S. NELSON, individually, and LSN NEVADA TRUST dated May 30, 2001, LARRY BERTSCH, Real Parties in Interest.	**CASE NO.**

Electronically Filed
Jun 21 2013 10:22 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

EMERGENCY MOTION UNDER NRAP 27(e) FOR STAY TO ISSUE BY 2:00 P.M. ON JUNE 21, 2013, PENDING RESOLUTION OF WRIT PROCEEDINGS; NRAP 27(e) CERTIFICATE

Pursuant to NRAP 8 and NRAP 27(e), Petitioner, NOLA HARBER, Distribution Trustee of the Eric L. Nelson Nevada Trust dated May 30, 2001 ("ELN Trust") makes this Emergency Motion under NRAP 27(e) for a Stay of the portions of the Divorce Decree and June 19, 2013, Order to pay Lynita S. Nelson ("Lynita") or her attorneys the sum of $1,032,742.00 and Larry Bertsch the sum of

Docket 63432 Document 2013-18267

$35,258.00 or on or before 5:00 p.m. on June 21, 2013, and/or which thirty (30) days from the entry of the Divorce Decree, pending resolution by this Court of the ELN Trust's Petition for Writ of Prohibition.

I.

<u>REASON FOR REQUEST FOR CONSIDERATION BY 2:00 P.M. ON JUNE 21, 2013</u>

The matter currently before this Court was initiated by a Petition for Writ of Prohibition challenging certain orders within the District Court's Divorce Decree and June 19, 2013, Order for the obligation of the ELN Trust to pay the personal obligations of Eric Nelson ("Eric") to Lynita or her attorneys the sum of $1,032,742.00 and Mr. Bertsch the sum of $35,258.00 or on or before June 21, 2013, and/or within thirty (30) days of the entry of the Divorce Decree.

As set forth in the attached NRAP 27(e) Certificate, immediate relief is needed because the June 19, 2013, Order purports to specifically compel the ELN Trust to pay Lynita or her attorneys the sum of $1,032,742.00 and Mr. Bertsch the sum of $35,258.00 by 5:00 p.m. on June 21, 2013. Prior to a hearing that was held on June 19, 2013, wherein the District Court ordered that payment be made no later than 5:00 p.m. on June 21, 2013, the deadline to make such payment was within thirty (30) days of the entry of the June 3, 2013, Divorce Decree. Consequently, after the District Court shortened the deadline to make payment the

ELN Trust had no choice but to file the instant Emergency Motion, especially since Eric, the current Investment Trustee of the ELN Trust is out of the country, a fact which Lynita knew when she noticed the June 19, 2013, hearing, and the District Court knew when it entered the June 19, 2013, Order. Further, Nola Harber, the newly appointed Distribution Trustee, is not a signator on the ELN Trust account thereby making it virtually impossible to make such payments as ordered by the District Court by 5:00 p.m. on June 21, 2013. To make matters worse, at the June 19, 2013, hearing Lynita's Counsel inferred they will seek to have Ms. Harber held in contempt if the ELN Trust is unable to make the aforementioned payments to Lynita by 5:00 p.m. on June 21, 2013.

II.

STATEMENT OF FACTS

The facts underlying this matter are set forth in detail in the Petition for Writ of Prohibition filed on behalf of the ELN Trust on June 21, 2013. The facts salient to this emergency motion are as follows:

The allegations raised in the Writ for Prohibition stems from a divorce that was initiated by Eric Nelson ("Eric") against Lynita S. Nelson ("Lynita") on May 6, 2009. *See* Divorce Decree dated June 3, 2013 at 2:17, attached hereto as Exhibit 1.

On August 9, 2011, Eric and Lynita stipulated and agreed that the ELN Trust[1] and the LSN Nevada Trust dated May 30, 2001 ("LSN Trust")[2] should be joined as a necessary party:

> . . . as complete relief cannot be accorded among the parties without the [ELN Trust and LSN Trust] being named a party and the disposition of the action in the absence of the [ELN Trust and LSN Trust] will impair or impede its ability to protect its interests and add risk of incurring double, multiple, or otherwise inconsistent obligations. *See* Stipulation and Order dated August 9, 2011 at 2:23-3:9, attached hereto as Exhibit 2.

On June 3, 2013, the District Court issued the Divorce Decree, wherein it found that both the ELN Trust and LSN Trust were "established as a self-settled spendthrift trust in accordance with NRS 166.020," *see* Ex. 1 at 4:25, and that the ELN Trust was funded with assets that were previously owned by a separate property trust that had been established by Eric in or around 1993, *see* Ex. 1 at 4:16-17, and the LSN Trust was funded with assets that were previously owned by a separate property trust that had been established by Lynita in or around 1993. *See* Ex. 1 at 5:2-3.

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[1] Eric is designated as the Investment Trustee of the ELN Trust and, initially, Lana Martin, was designated as the Distribution Trustee.

[2] Lynita is designated as the Investment Trustee of the LSN Trust and, initially, Lana Martin, was designated as the Distribution Trustee.

Despite the fact that the District Court recognized that the Nevada State Legislature "approved the creation of spendthrift trusts in 1999 and it is certainly not the purpose of this Court to challenge the merits of spendthrift trusts," *see* Ex at 5:13-14, and held that the ELN Trust and LSN Trust would remain intact, *see* Ex. 1 at 44: 9-17, it ordered the ELN Trust to distribute some of its assets to pay Eric's personal obligations to Lynita, her Counsel Bob Dickerson, Esq., and the court-appointed special master Larry Bertsch:

> IT IS FURTHER ORDERED that Mrs. Nelson is awarded child support arrears in the amount of $87,775 and that the ELN Trust shall use the distribution of the $1,568,000, herein awarded to the ELN Trust, to pay off the child support arrears awarded to Mrs. Nelson via a lump sum payment within 30 days of issuance of this Decree.
>
> IT IS FURTHER ORDERED that the ELN Trust shall use the distribution of the $1,568,000, herein awarded to the ELN Trust, to pay Mr. Bertsch's outstanding fees in the amount of $35,258 within 30 days of issuance of this Decree.
>
> IT IS FURTHER ORDERED that the ELN Trust shall use the distribution of the $1,568,000, herein awarded to the ELN Trust, to reimburse Mrs. Nelson for attorneys' fees paid to Attorney Dickerson in the amount of $144,967 in payment of fees resulting from Mr. Nelson's unreasonable and unnecessary extension and protraction of this litigation. Said payment shall be remitted to Mrs. Nelson within 30 days of the date of this Decree. *See* Ex. 1 at 48:14 – 49:3.

In making such findings, the District Court exceeded its jurisdiction NRS Chapter 21, NRS 166.120 and other provisions of Nevada's self-settled spendthrift trust statutes, and erroneously relied upon statutes from South Dakota and

Wyoming, which specifically allow or obligate a self-settled spendthrift trust to pay child-support or alimony obligations of a beneficiary, to support his erroneous findings. *See* Ex. 1 at 40:2-23.

Although the Divorce Decree purports to be a final judgment, the District Court admittedly failed to dispose of all of the assets at issue, including, but not limited to, whether Lynita has an interest in the ELN Trust's ownership interest in Wyoming Downs:

> THE COURT FURTHER FINDS that as to the repurchase of Wyoming Downs by the ELN Trust via the Dynasty Development Group, this Court is without sufficient information regarding the details of the repurchase of the property, the value of the property and the encumbrances on the property to make a determination as to the disposition of the property, and, accordingly, is not making any findings or decisions as to the disposition of the Wyoming Downs property at this time. *See* Ex. 1 at 45:23 – 46: 2.

Pursuant to the Divorce Decree, the $1,568,000.00 that was previously being held in an enjoined blocked account was released to the ELN Trust, as the Divorce Decree confirmed that the funds belonged to the ELN Trust. *See* Ex. 1 at 48:6-9. Indeed, the funds were the sale proceeds of an asset that was wholly owned by the ELN Trust.

On June 5, 2013, Lynita filed a Motion for Payment of Funds Belonging to Defendant Pursuant to Court's Decree to Ensure Receipt of Same and For Immediate Payment of Court Appointed Expert ("Motion for Payment of Funds") requesting an order demanding immediate payment to herself and Mr. Bertsh as opposed to within 30 days as contemplated by Judge Sullivan in the Divorce Decree. *See* Motion for Payment of Funds at 8:7-10, attached hereto as Exhibit 3.

On June 17, 2013, Lynita filed a Motion to Amend or Alter Judgment, for Declaratory and Related Relief ("Motion to Amend or Alter Judgment"), wherein she requested in part:

> That the Court Amend or Alter its June 3, 2013 Decree of Divorce and enter an Order for Declaratory Relief, specifically declaring that Eric and Lynita, through their respective trusts, each holds a 50% membership interest in Dynasty Development Management, LLC, and all of its holdings, including the horse racing track and RV park which was purchased by the ELN Trust through Dynasty Development Management, LLC during the course of this divorce action from Wyoming Racing, LLC for $440,000.00, OR ALTERNATIVELY, to re-open this case and permit discovery concerning the transaction involving Dynasty Development Management, LLC, Wyoming Racing, LLC, and the purchase an interest in Wyoming Racing, LLC, LLC a horse track and RV park for $440,000.00 which occurred in or about January 2013, as well as the current status of this asset, so that a separate trial date can be set to make a determination as to the disposition of the asset. *See* Motion to Amend or Alter Judgment at 4:1-12, attached hereto as Exhibit 4.

On June 18, 2013, the ELN Trust opposed the Motion for Payment of Funds and filed a counter-motion to stay any and all payments and transfers of property pending appeal and/or resolution of an extraordinary writ that the ELN Trust intended to file with the Nevada Supreme Court ("Counter-Motion"). In short, the ELN Trust contended that a stay pending appeal and/or writ was appropriate because the District Court had no jurisdiction to order the ELN Trust to pay alimony, child support and suit money on behalf of its beneficiary and the ELN Trust would suffer irreparable harm if a stay was not granted. *See* Counter-Motion at 3: 4-5, attached hereto as Exhibit 5.

At the June 19, 2013, hearing on Lyntia's Motion for Payment of Funds and the ELN Trust's Counter-Motion to Stay, the District Court was advised that the $1,568,000.00 that was subject to the prior injunction had been released to the ELN Trust.[3] Although that was exactly what the Divorce Decree provided for, the District Court ordered that:

> . . . the ELN Trust and Eric shall pay to Lynita or her attorneys the sum of $1,032,742.00, and shall pay to Larry Bertsch the sum of $35,258.00, within [forty-eight (48)] hours of presentation of this Order upon Eric's and the ELN Trust's counsel of record in this matter. *See* Notice of Entry of Order for Payment of Funds Pursuant to June 3, 2013, Divorce Decree at 4:1-6, attached hereto as Exhibit 6.

The District Court's ruling was based in part on its mistaken belief that if the ELN Trust's extraordinary writ was successful it could always order the LST Trust to repay any funds that the ELN Trust had paid to Lynita for the personal obligations of Eric. As set forth herein, the District Court's stated remedy exceeds

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[3] In light of the fact that the hearing on the Motion for Payment of Funds and Counter-Motion was heard at 2:00 p.m. on June 19, 2013, Petitioners are unable to submit a copy of the hearing transcript contemporaneously with the Writ for Prohibition.

its jurisdiction because it cannot order a Nevada self-settled spendthrift trust to repay the debts of a beneficiary.

At the same time, Judge Sullivan denied the ELN Trust's Counter-Motion for Stay.[4]

As indicated *supra*, the ELN Trust is currently unable to comply with the June 19, 2013, Order because the current distribution, Nola Harber, is not a signator on the ELN Trust account, and the Investment Trustee, Eric, is out of the country.

III.

LEGAL ANALYSIS

A. Legal standards for granting a stay pending appeal.

NRAP 8(a) requires that an application for a stay pending resolution of an extraordinary writ be made to the district court in the first instance, if practicable, as the district court is more familiar with the facts and circumstances of the case. *See Nelson v. Heer*, 121 Nev. 832, 122 P.3d 1252 (2005). In accordance with NRAP 8, a stay was sought in, and denied by, the District Court.

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4 As the hearing was held on June 19, 2013, an order denying the Counter-Motion has not yet been executed by Judge Sullivan.

The purpose of a stay pending resolution of an extraordinary writ is to preserve the status quo. *Westside Chtr. Serv. V. Gray Line Tours,* 99 Nev. 456, 460, 664 P.2d 351 (1983). A party seeking to stay the district court proceedings pending resolution of an extraordinary writ must demonstrate that the factors enumerated in NRAP 8(c) apply. *See Hansen v. District Court,* 116 Nev. 650, 657, 6P.3d 982, 986 (2000). Those factors are: (1) whether the object of the appeal will be defeated; (2) whether the appellant will suffer irreparable harm or serious injury; (3) whether respondent will suffer irreparable harm or serious injury; and (4) whether appellant is likely to prevail on the merits in the appeal. NRAP 8(c); *see also Mikohn Gaming Corp. v. McCrea,* 120 Nev. 248, 251, 89 P.3d 36, 38 (2004). In determining whether a motion for the stay pending resolution of an extraordinary writ should be granted, consideration may also be given to the probable nature of the issues upon the merits of the appeal and to the balancing of public and private interests involved. *Nevada Tax Commission v. Mackie,* 74 Nev. 273, 276, 330 P.2d 496, 497 (1958).

B. The law and the facts militate in favor of granting a stay.

The NRAP 8(c) factors weigh in favor of granting a stay of the Divorce Decree ordering payment of funds to Lynita and the June 19, 2013, Order pending these writ proceedings for the following reasons:

1. <u>The object of the appeal will be defeated if a stay is not issued.</u>

The object of the Petition for Writ of Prohibition will be defeated if the stay is denied by this Court as it seeks to avoid the District Court from exceeding its jurisdiction by ordering the payment of over $1,000,000.00 from the ELN Trust for Eric's spousal support, child support arrearages and special master's fees before 5:00 p.m. on June 21, 2013. The June 19, 2013, Order and Divorce Decree is in excess of the District Court's jurisdiction to make because it is contrary to Nevada law for the District Court to substitute its judgment for that of the Distribution Trustee by ordering the ELN Trust to pay Eric's personal obligations; NRS 166.120 makes the beneficiary's interest unreachable by legal process; and NRS 21.080 provides that the beneficiary's interest is not subject to execution.

The object of the ELN Trust's Petition for Writ of Prohibition is to confirm that the District Court exceeded its jurisdiction under Nevada law by ordering a self-settled spendthrift trust to pay the personal obligations of a beneficiary. Both the Divorce Decree and June 19, 2013, Order ignore NRS Chapter 21, NRS 166.120 and other provisions of Nevada's self-settled spendthrift trust statutes, and erroneously rely upon statutes from South Dakota and Wyoming, which specifically allow or obligate a self-settled spendthrift trust to pay child-support or alimony obligations of a beneficiary. Both Nevada law and the terms of the ELN Trust will be thwarted if Divorce Decree and June 19, 2013, Order, which requires the payment of Eric's personal obligations are not stayed while the writ proceeding is pending.

As such, a stay pending the resolution of the ELN Trust's Petition for Writ of Prohibition should be granted.

2. The absence of a stay will result in serious or irreparable harm and will be detrimental to private and public interests alike.

The second factor also militates in favor of a stay pending the resolution of the ELN Trust's Writ of Prohibition. The ELN Trust will suffer irreparable harm should it be required to pay Lynita the sum of $1,032,742.00 and Mr. Bertsch the sum of $35,258.00. "[I]irreparable harm may still exist where the moving party's business cannot survive absent a preliminary injunction or where '[d]amages may be unobtainable from the defendant because he may become insolvent before a final judgment can be entered and collected.'" *Hughes Network Sys., Inc. v. InterDigital Commc'ns Corp.*, 17 F.3d 691, 694 (4th Cir. 1994) (quoting *Roland Mach. Co. v. Dresser Indus., Inc.,* 749 F.2d 380, 386 (7th Cir.1984) (finding a damages remedy may be inadequate for any of four reasons, including: the plaintiff's business may become insolvent, revenues from the plaintiff's business may be necessary to finance the lawsuit, damages may be unobtainable from the defendant because he may become insolvent before a final judgment can be entered and collected, and the loss may be difficult to calculate); *see also Hoxworth v. Blinder, Robinson & Co., Inc.,* 903 F.2d 186, 206 (3d Cir.1990) (holding that "the unsatisfiability of a money judgment can constitute irreparable injury"); *Clarke v. Office of Fed. Hous. Enter. Oversight*, 335 F. Supp. 2d 56, 65 (D.D.C. 2004) (finding that "economic loss may constitute irreparable harm where a plaintiff's alleged damages are unrecoverable.); *American Federation of Government Employees, AFL–CIO v. U.S.,* 104 F.Supp.2d 58, 76 (D.D.C.2000) (finding irreparable harm where the plaintiffs were likely to be prevented from recovering damages by federal back pay statute).

Here the ELN Trust will be unable to recoup any funds paid to Lynita because all of her assets are owned by her Nevada self-settled spendthrift trust, the LSN Trust. If the Petition for Writ of Prohibition is granted it will confirm that the District Court exceeded its jurisdiction and that District Court cannot order a Nevada self-settled spendthrift trust to repay the debts of a beneficiary thereby making over $1,000,000.00 unrecoverable to the ELN Trust.

The payment of such funds will also impede or make impossible the ELN Trust's ability to maintain and run the day-to-day operations of entities wholly owned by the ELN Trust. Indeed, the ELN Trust has substantial operating costs that include, but are not limited to, paying employees of entities that it owns, property taxes, *etc*. To make matters worse, the District Court also ordered the ELN Trust to transfer its most profitable income producing properties to the LSN Trust. Consequently, if the Emergency Motion is not granted the ELN Trust will have little, if any, capital to conduct business with.

Finally, the ELN Trust will be irreparably harmed if the Emergency Motion is not granted because it sets a precedent that any creditor may hold the ELN Trust liable for personal obligations of a beneficiary thereby potentially subjecting the ELN Trust to further litigation.

Public policy also necessitates that the sanctity of the ELN Trust be recognized as Nevada is one of the few states that recognize self-settled spendthrift trusts, *see* Ex. 1 at 5:11-15, and the Nevada State Legislature has established that it is the public policy of Nevada not to except spouses and children from creditors of the beneficiary who cannot reach the beneficiaries assets until distributions have actually been made to the beneficiaries. Further, the Nevada State Legislature allows and excludes certain types of creditors and did not make spouses and children an exception as some other states have.

3. <u>A stay will not result in irreparable harm to Lynita</u>.

In contrast to the potential harm to the ELN Trust and to the public interests advanced by a stay, no harm would be visited on Lynita if the portions of the Divorce Decree and June 19, 2013, Order regarding the payments referenced *supra* are stayed. The LSN Trust, of which Lynita is a beneficiary, owns substantial assets the value of which exceeds $4,000,000.00. *See* Ex. 1 at 47:16-25. Thus, the absence of hardship or harm upon Lynita also militates in favor of a stay.

4. The substantial legal question and likelihood of success on the merits militates in favor of a stay.

One of the factors considered by this Court in determining whether to grant a stay pending a writ proceeding is whether the appellant is likely to prevail on the merits. NRAP 8(c)(4). In *Hansen v. District Court*, 116 Nev. 650, 6 P.3d 1982 (2000), this Court noted that an application for a stay did not always have to show a probability of success on the merits, but must "present a substantial case on the merits when a serious legal question is involved." The ELN Trust has satisfied this criteria.

Despite the District Court's determination not to invalidate the ELN Trust, it nonetheless, in contravention of Nevada law, orders the ELN Trust to distribute assets in the approximate amount of $1,075,000.00 to pay Eric's *personal obligations* to Lynita and the court-appointed special master Mr. Bertsch. In making such findings, the District Court ignored NRS Chapter 21, Nevada's self-settled spendthrift trust statutes, and erroneously relied upon statutes from South Dakota and Wyoming and case law from Florida, all of which contradict Nevada law and expressly allow a self-settled spendthrift trust to pay child-support or alimony obligations of a beneficiary, to support its erroneous findings. *See* Ex. 1 at 40:2-23.

The District Court determined that the ELN Trust is a Nevada spendthrift trust created under statute and that, based on the evidence presented by the parties, the ELN Trust would remain intact. *See* Ex. 1 at 44: 9-17. Specifically, the District Court held:

> THE COURT FURTHER FINDS that the **ELN Trust was established as a self-settled spendthrift trust in accordance with NRS 166.020.**
>
> THE COURT FURTHER FINDS that all of the assets and interest held by the Eric L. Nelson Separate Property Trust were transferred to assigned to the ELN Trust.
>
> THE COURT FURTHER FINDS that while the parties may differ as to the reason why the trusts were created, the effect of a spendthrift trust is to prevent creditors from reaching the principle or corpus of the trust unless said creditor is known at the time in which an asset is transferred to the trust and the creditor brings an action no more than two years after the transfer occurs or no more than 6 months after the creditor discovers or reasonably should have discovered the transfer, whichever occurs latest.
>
> THE COURT FURTHER FINDS that while spendthrift trusts have been utilized for decades; Nevada is one of the few states that recognize self-settled spendthrift trusts. **The legislature approved the creation of spendthrift trusts in 1999 and it is certainly not the purpose of this Court to challenge the merits of spendthrift trusts.** (Emphasis added).

Under Nevada law, a spendthrift trust is defined as "a trust in which by the terms thereof a valid restraint on the voluntary and involuntary transfer of the interest of the beneficiary is imposed." *See* N.R.S. 166.020. Moreover, under N.R.S. 166.050, no specific language is necessary for the creation of a valid spendthrift trust. Rather, it is sufficient by the terms of the writing the creator of the trust manifests an intent to create a spendthrift trust. *Title Insurance & Trust Co. v. Commissioner of Internal Revenue*, 100 F.2d 482, 485 (9th Cir. 1938) (the purpose of a trust will be determined by the instrument which created it, and the parties cannot claim that the trust has a purpose different or narrower than that disclosed by the instrument).

The ELN Trust is a valid spendthrift trust created under the laws of the State of Nevada by Eric, as grantor. Specifically, Section 13.2 of the ELN Trust provides in pertinent part ("Spendthrift Provisions"):

> No property (income or principal) distributable under this Trust Agreement, whether pursuant to Article III, IV or Article V or otherwise, shall be subject to anticipation or assignment by any beneficiary, or to attachment by or of the interference or control of any creditor or assignee of any beneficiary, <u>or be taken or reached by any legal or equitable process in satisfaction of any debt or liability of any beneficiary</u>, and any attempted transfer or encumbrance or any interest in such property by any beneficiary hereunder shall be absolutely and wholly void. No beneficiary or remainderman of any Trust shall have any right or power to sell, transfer, assign, pledge, mortgage, alienate, or hypothecate his or her interest in the principal or income of the Trust estate in any manner whatsoever. **To the fullest extent of the law, the interest of each beneficiary and remainderman shall not be subject to the claim of any creditors or liable to attachment, execution, bankruptcy proceedings, or any other legal process.** No beneficiary of any Trust created hereunder shall have any right or power to anticipate, pledge, assign, sell, transfer, alienate or encumber his or her interest in the Trust, in any way; <u>nor shall any such interest in any manner beneficiary liable for or subject to the debts, liabilities, taxes or obligations of such beneficiary or claims of any sort against such beneficiary</u>. . . . **All**

> **Trusts created by this Trust Agreement shall beneficiary spendthrift Trusts as provided by the law of the State of Nevada and shall beneficiary interpreted and operated so as to maintain such trusts as spendthrift trusts**. . . . (Emphasis added). *See* ELN Trust, attached hereto as Exhibit 7.

Pursuant to Section 12.2, the Distribution Trustee has complete discretionary authority to make "distributions of principal and/or income to the beneficiaries hereunder at times and in amounts as determined in the sole discretion of the Distribution Trustee, subject only to the veto power vested in the Trustor, according to the standards set forth in Section 3.1 above." Section III further provides that distributions are to be made in the Trustees "sole and absolute discretion" to or for the benefit of one or beneficiary under the terms of the ELN Trust.[5]

Nevada law, similar to the law of the majority of jurisdictions, protects the interests of a beneficiary in a spendthrift trust from all creditors of the beneficiary. Indeed, N.R.S. 166.130 expressly provides that "[a] beneficiary of a spendthrift

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[5] Section VI of the ELN Trust further authorizes the Distribution Trustee to delay distributions to any beneficiary or otherwise consider the fact that a beneficiary is involved in divorce proceedings. Indeed, the ELN Trust authorizes the Distribution Trustee to:

> (a) If, upon any of the dates described herein, the Trustee for any reason described below determines, in the Trustee's sole discretion, that it would not be in the best interest of the beneficiary that a distribution take place, then in that event the said distribution shall be totally or partially postponed until the reason for the postponement has been eliminated.
>
> (b). . . (1) The current involvement of the beneficiary in a divorce proceeding or a bankruptcy or other insolvency proceedings.

trust has no legal estate in the capital, principal or corpus of the trust unless under the terms of the trust the beneficiary or one deriving title from him or her is entitled to have it conveyed or transferred to him or her immediately, . . ."

Similarly, N.R.S. 166.120 provides:

> 2. Payments by the trustee to the beneficiary, whether such payments are mandatory or discretionary, <u>must be made only to or for the benefit of the beneficiary and not</u> by way of acceleration or anticipation, nor to any assignee of the beneficiary, nor to or upon any order, written or oral, given by the beneficiary, whether such assignment or order be the voluntary contractual act of the beneficiary or be made **pursuant to or by virtue of any legal process in judgment, execution, attachment, garnishment, bankruptcy or otherwise, or whether it be in connection with any contract, tort or duty**. Any action to enforce the beneficiary's rights, to determine if the beneficiary's rights are subject to execution, to levy an attachment or for any other remedy must be made only in a proceeding commenced pursuant to chapter 153 of NRS, if against a testamentary trust, or NRS 164.010, if against a nontestamentary trust. A court has exclusive jurisdiction over any proceeding pursuant to this section.
>
> 3. The beneficiary shall have no power or capacity to make any disposition whatever of any of the income by his or her order, voluntary or involuntary, and whether made upon the order or direction of any court or courts, whether of bankruptcy or otherwise; **nor shall the interest of the beneficiary be subject to any process of attachment issued against the beneficiary, or to be taken in execution under any form of legal process directed against the beneficiary or against the trustee**, or the trust estate, or any part of the income thereof, but the whole of the trust estate and the income of the trust estate shall go to and be applied by the trustee solely for the benefit of the beneficiary, free, clear, and discharged of and from any and all obligations of the beneficiary whatsoever and of all responsibility therefor. (Emphasis added).

Therefore, pursuant to Nevada law, Eric has no legal interest or ownership interest in the ELN Trust and the Divorce Decree and June 19, 2013, Order directing the ELN Trust to make payment of an obligation of Eric, individually, is improper. Eric has no "right" to receive any distribution from the ELN Trust and neither he, his creditors nor the District Court can compel distributions therefrom to or for his benefit. Indeed, N.R.S. 163.417 provides that a "**court may not order the exercise of**: . . . (c) A trustee's discretion to: (1) **Distribute any discretionary interest**; (2) Distribute any mandatory interest which is past due directly to a creditor; or (3) Take any other authorized action in a specific way; or . . ." (Emphasis added).[6] As such, there is no interest to execute upon. *See also* N.R.S. 21.080 which provides, "[t]his chapter does not authorize the seizure of, or other interference with, any money, thing in action, lands or other property held in spendthrift trust or in a discretionary or support trust governed by chapter 163 of NRS for a judgment debtor, or held in such trust for any beneficiary, pursuant to any judgment, order or process of any bankruptcy or other court directed against any such beneficiary or trustee of the beneficiary;" N.R.S. 21.090, which identifies property that is exempt under Nevada law from execution, including a beneficial interest in spendthrift trust prior to distribution.

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[6] The fact that Eric is the Investment Trustee of the ELN Trust does not alter or otherwise change the fact that the ELN Trust is a valid Nevada spendthrift trust specifically designed to preclude distribution of assets of the trust to the creditors of a beneficiary thereunder. Indeed, N.R.S. 163.417(1) provides that "a creditor may not exercise, and a court may not order the exercise of: (d) a power to distribute a beneficial interest of a trustee solely because the beneficiary is a trustee." Similarly, N.R.S. 163.417(2) provides that "trust property is not subject to the personal obligations of a trustee, even if the trustee is insolvent or bankrupt." Additionally, pursuant to N.R.S. 166.120(4), "[t]he trustee of a spendthrift trust is required to disregard and defeat every assignment or other act, voluntary or involuntary, that is attempted contrary to the provisions of this chapter."

Notwithstanding that the ELN Trust is a spendthrift trust and the District Court has no authority under Nevada law to order the Distribution Trustee to exercise discretionary authority to distribute assets to Eric as a beneficiary in order to satisfy a judgment against him personally, the District Court improperly found that the ELN Trust was responsible for the back child support, alimony and attorney's fees determined by the court to be owed to Lynita. In making such findings, the District Court ignored NRS Chapter 21, Nevada's self-settled spendthrift trust statutes, and erroneously relied upon statutes from South Dakota and Wyoming and case law from Florida, all of which contradict Nevada law and expressly allow recovery against a self-settled spendthrift trust to pay child-support or alimony obligations of a beneficiary, to support his erroneous findings. *See* Ex. 1 at 40:2-23. Specifically, the District Court found:

> THE COURT FURTHER FINDS that various statutes and other sources suggest that the interest of a spendthrift trust beneficiary can be reached to satisfy support of a child or a former spouse. Specifically, South Dakota, which also recognizes self-settled spendthrift trust, has addressed the issue in South Dakota Codified Law § 55-16-15 which states:
>
>> Notwithstanding the provisions of §§ 55-16-9 to 55-16-14, inclusive, this chapter does not apply in any respect to any person to whom the transferor is indebted on account of an agreement or *order of court* for the payment of *support* or *alimony* in favor of such transferor's spouse, *former spouse*, or children, or for a *division or distribution of property* in favor of such transferor's spouse or former spouse, to the extent of such debt (emphasis added).
>
> Wyoming, which also allows self-settled spendthrift trust, has also addressed the matter through Wyoming Statutes Annotated § 4-10-503(b):

> (b) Even if a trust contains a spendthrift provision, a person who has a judgment or court order against the beneficiary for child support or maintenance may obtain from a court an order attaching present or future distributions to, or for the benefit of, the beneficiary.

> THE COURT FURTHER FINDS that, while not binding on this Court, these statutes clearly demonstrate that spouses entitled to alimony or maintenance are to be treated differently than a creditor by providing that the interest of a spendthrift trust beneficiary can be reached to satisfy support of a child or a former spouse.

> THE COURT FURTHER FINDS that in *Gilbert v. Gilbert*, 447 So.2d 299, the Florida Court of Appeals affirmed the district court's order that allowed the wife to garnish the husband's beneficiary interest in a spendthrift trust to satisfy the divorce judgment regarding alimony payments.

> THE COURT FURTHER FINDS that the *Gilbert* court found that while "the cardinal rule of construction in trusts is to determine the intention of the settlor and give effect to his wishes…there is a strong public policy argument which favors subjecting the interest of the beneficiary of a trust to a claim for alimony." The Court went on to state that the dependents of the beneficiary should not be deemed to be creditors as such a view would "permit the beneficiary to have the enjoyment of the income from the trust while he refuses to support his dependents whom it is his duty to support." The Gilbert court went on to state that a party's responsibility to pay alimony "is a duty, not a debt." *See* Ex. 1 at 40:5-41:15.

The statutes of other jurisdictions relied on by the District Court contradict the clear and unequivocal language of Nevada's spendthrift trust statutes. Unlike the statutes in South Dakota and Wyoming that <u>expressly</u> authorize the payment of orders of the court for support and alimony of a beneficiary from a spendthrift trust, Nevada spendthrift trust statutes are completely devoid of any such exception.

When "the words of the statute have a definite and ordinary meaning, this court will not look beyond the plain language of the statute, unless it is clear that this meaning was not intended." *Harris Associates v. Clark Cnty. Sch. Dist.*, 119 Nev. 638, 642, 81 P.3d 532, 534 (2003) (*citing State v. Quinn,* 117 Nev. 709, 713, 30 P.3d 1117, 1120 (2001); *see also Glover v. Concerned Citizens for Fuji Park,* 118 Nev. 488, 50 P.3d 546, 548 (2002) (stating that "[i]t is well established that when the language of a statute is unambiguous, a court should give that language its ordinary meaning"), *overruled in part by Garvin v. Dist. Ct.,* 118 Nev. 749, 59 P.3d 1180, 1191 (2002).

Indeed, when recently faced with a proposal to allow such exceptions, the Nevada Legislation expressly declined to amend the spendthrift trust to provide for such exceptions. Interestingly, Mr. Dickerson, counsel for Lynita in the instant matter was the proponent of such amendment. In a Memorandum prepared by Mr. Dickerson to the Senate Committee on Judiciary, he acknowledged that Nevada "has no statutory language allowing for a spouse or child to be an exception creditor of the [spendthrift] trust" and that "there has never been an effort to address the effect of this type of trust on domestic support obligations." *See* document entitled "Memorandum from Robert P. Dickerson in Support of

AB378 dated May 7, 2013, attached hereto as Exhibit 8. The amendment proposed, namely Section 1.3 of AB378, sought to "creat[e] a creditor exception for a settlor's child, spouse or domestic partner, or former spouse or domestic partner which would allow such persons the ability to obtain a judgment enforceable against the trust estate." *Id.* The proposed amendments to Chapter 166; however, did not pass and, as a result, the Nevada spendthrift trust statutes were not amended by the Legislative to allow for an exception for support order creditors of a beneficiary to be enforced against a spendthrift trust.

Notwithstanding, courts of other jurisdictions, relying upon the absence of exceptions in their statutes, have held that a beneficiary's interest in a spendthrift trust is not subject to an alimony and or support order. Indeed, in *In re Johnston's Estate*, 252 Cal.App.2d 923, 60 Cal. Rptr. 852 (1967), the California court was confronted with the issue as to whether a child support obligation of a beneficiary created a "special exception" to the *statutory authority* that allowed a creditor to a reach a beneficiary's interest in a spendthrift trust. Although California recognizes spendthrift trusts, "California, by statute, has imposed a restriction upon the power of a trustor to create a spendthrift trust in which the beneficiary's interest in entirely immune from the claims of a beneficiary's creditors." Such restriction allows a creditor of a beneficiary of a spendthrift trust to reach any income of the trust which is excess of the amount needed by the beneficiary for support and education. Although the court declined to create an exception that was not authorized by statute, the court recognized the distinctions made by some courts relative to child support and alimony claims. Specifically, it noted that "when the marriage bonds are severed and the wife obtains a judgment for support and maintenance, her relationship with her husband is no different from that of any other judgment creditor." *Id.* at 928. A parent's obligation to support their child, however, exists because of the relationship between a parent and child that does not severe as a result of divorce. *Id.*; *see also Lippincott v. Lippincott*, 37 A.2d 741 (Pa. 1944) (holding that, although public policy requires a husband to provide for and protect his wife during marriage, once that marriage terminates public policy no longer allows a beneficiary's interest to be seized; therefore, the court held that an alimony order cannot be enforced against the interest of a beneficiary under a spendthrift trust, as a divorced wife has no status different from that of other judgment creditors). Consequently, the court declined to allow the beneficiary's interest to be used to satisfy the obligation because a person is free to dispose of his property as he sees fit.

Although the District Court acknowledged that the statutory authority from other jurisdictions was not binding, it nonetheless erred in finding an exception that does not otherwise exist under the law thereby exceeding its jurisdiction. Accordingly, the District Court's Order directing the ELN Trust to pay almost

$1,075,000.00 to Lynita and the special master for a support obligation determined by the Court to exist ***by Eric*** is a clear error of the law, and it had no jurisdiction to enter such an order.

For this reason, a stay should be granted pending resolution of the ELN's Petition for Writ of Prohibition.

IV.

<u>CONCLUSION</u>

On balance, the factors employed by this Court militate in favor of granting a stay of the June 3, 2013, Divorce Decree and June 19, 2013, Order. For each of the reasons stated herein, the ELN Trust respectfully requests the Court to grant its Emergency Motion and to issue a stay regarding the portions of the District Court's June 3, 2013, Divorce Decree and June 19, 2013, Order, which require that the ELN Trust pay Lynita or her attorneys the sum of $1,032,742.00 and Mr. Bertsch the sum of $35,258.00 pending resolution of its Petition for Writ of Prohibition. The ELN Trust also asks that this Court act by 2:00 p.m. on Friday,

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June 21, 2013, so that the ELN Trust will know whether it must comply with Judge Sullivan's June 19, 2013, Order by 5:00 p.m. on June 21, 2013.

DATED this 21st day of June, 2013.

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Attorneys for Petitioner, Nola Harber as
Distribution Trustee of the ELN Nevada Trust

NRAP 27(e) CERTIFICATE

I, Jeffrey P. Luszeck, Esq. declare as follows:

1. I am an attorney licensed to practice before the courts of Nevada, and I am an associate at the law firm of Solomon Dwiggins & Freer, Ltd., counsel of record for Petitioner, NOLA HARBER, Distribution Trustee of the ELN Nevada Trust ("the ELN TRUST"), in the above captioned proceeding. I make this certificate in support of petitioner's Emergency Motion Under NRAP 27(e) for Stay Pending Resolution of Writ Proceedings.

2. The office address, telephone and facsimile number of the attorneys for real parties in interest are as follows:

Robert P. Dickerson, Esq. Katherine L. Provost, Esq. THE DICKERSON LAW GROUP 1745 Village Center Circle Las Vegas, Nevada 89134 Telephone: (702) 388-8600 Facsimile: (702) 388-0210	Counsel for Lynita S. Nelson, defendant in District Court
Radford J. Smith, Chartered Rhonda K. Forsberg, Esq. 64 N. Pecos Road, Suite 700 Henderson, Nevada 89074 Telephone: (702) 990-6448 Facsimile: (702) 990-6456	Counsel for Eric L. Nelson, real party in interest

3. A Counter-Motion for stay pending resolution of these writ proceedings was made in the District Court and denied on June 19, 2013.

4. This Emergency Motion was necessitated by the fact that on June 19, 2013, the District Court shortened the timeframe by which the ELN Trust had to comply with the payments set forth in the Divorce Decree from thirty (30) days of the entry of the June 3, 2013, Divorce Decree, until 5:00 p.m. on June 21, 2013, despite the fact that it was advised that payment may not be possible by Friday, June 21, 2013, as the Investment Trustee is out of the country and the newly appointed Distribution Trustee is not a signator on any ELN Trust account.

5. A Counter-Motion for stay pending resolution of these writ proceedings was made in the District Court on June 19, 2013, which was denied. In such Counter-Motion, Counsel for the other parties were notified of the ELN Trust's intent to file a writ.

6. On June 20, 2013, this office notified the Clerk of this Court that the ELN Trust would be filing an Emergency Motion of stay pending writ proceedings in this action.

7. This office also notified Bob Dickerson, Esq. of The Dickerson Law Group and Rhonda K. Forsberg, Esq. of Radford J. Smith Chartered, that this office would also be filing this Emergency Motion for Stay Pending Resolution of Writ Proceedings *via* facsimile transmission. This Emergency Motion will be served on Mr. Dickerson, Ms. Forsberg by electronic mail and facsimile transmission. This Emergency Motion will also be served upon Mr. Dickerson,

Ms. Forsberg, Larry Bertsch and the Honorable Frank P. Sullivan by hand-delivery.

I declare under penalty of perjury that the foregoing is true and correct.

DATED this 21st day of June, 2013.

JEFFREY P. LUSZECK, ESQ.

CERTIFICATE OF SERVICE

Pursuant to Nev. R. App. P. 5(b), I hereby certify that I am an employee of the law firm of Solomon Dwiggins & Freer, Ltd., and that on June 21, 2013, I filed a true and correct copy of the foregoing *Emergency Motion Under NRAP 27€ for Stay Pending Resolution of Writ Proceedings; NRAP 27€ Certificate,* WITH THE Clerk of the Court through the Court's eFlex electronic filing system and notice will be sent electronically by the Court to the following:

Robert P. Dickerson, Esq. Katherine L. Provost, Esq. THE DICKERSON LAW GROUP 1745 Village Center Circle Las Vegas, Nevada 89134 info@dickersonlawgroup.com	Counsel for Lynita S. Nelson, defendant in District Court
Radford J. Smith, Chartered Rhonda K. Forsberg, Esq. 64 N. Pecos Road, Suite 700 Henderson, Nevada 89074 rforsberg@radfordsmith.com	Counsel for Eric L. Nelson, real party in interest

I also hereby certify that the foregoing document will be hand-delivered on this date to the following:

Hon. Frank P. Sullivan, Department O
Robert P. Dickerson, Esq.
Rhonda K. Forsbert, Esq.
Larry Bertsch

DATED: June 21, 2013

Susan Gerace

An employee of Solomon Dwiggins & Freer, Ltd.

EXHIBIT INDEX
to
Emergency Motion Under NRAP 27(e) For Stay Pending Resolution Of Writ Proceedings; NRAP 27 (e) Certificate

Nelson v. Eighth Judicial District Court, et al.
Case No. D411537

Exhibit No.	Document	No. of Pages
1	Decree of Divorce entered July 3, 2013	1-53
2	Notice of Entry of Stipulation and Order entered August 9, 2011	54-59
3	Motion for Payment of Funds Belonging to Defendant Pursuant to Court's Decree to Ensure Receipt of Same, and For Immediate Payment of Court Appointed Expert	60-72
4	Defendant's Motion to Amend or Alter Judgment, for Declaratory and Related Relief	73-117
5	Opposition to Motion for Payment of Funds Belonging to Defendant Pursuant to Court's Decree to Ensure Receipt of Same, and For Immediate Payment of Court Appointed Expert; and Countermotion to Stay Payments and Transfer Property Pending Appeal and/or Resolution to the Nevada Supreme Court for an Extraordinary Writ	118-132
6	Notice of Entry of Order for Payment of Funds Pursuant to June 3, 2013 Decree of Divorce	54-59
7	The Eric L. Nelson Trust u/a/d 5/30/2001	143-190
8	Memorandum from Robert P. Dickerson in Support of AB378 dated May 7, 2013	191-199