

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2
3 NOLA HARBER, as Distribution Trustee
4 of the ERIC L. NELSON NEVADA
TRUST dated May 30, 2001,

5 Petitioners,

6 vs.

7 EIGHTH JUDICIAL DISTRICT COURT
8 OF THE STATE OF NEVADA, CLARK
9 COUNTY, and THE HONORABLE
FRANK P. SULLIVAN, DISTRICT
JUDGE,

10 Respondents,

11 and

12 ERIC L. NELSON and LYNITA S.
13 NELSON, individually, and LSN
NEVADA TRUST dated May 30, 2001,
14 LARRY BERTSCH,

15 Real Parties in Interest.

Electronically Filed
Jul 29 2013 12:14 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

Case No. 63432

16 **ANSWER TO PETITION FOR WRIT OF PROHIBITION**

17 LYNITA SUE NELSON'S APPENDIX VOLUME 2

18
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TRUST dated May 30, 2001
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CHRONOLOGICAL INDEX

<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NOS.</u>
Notice of Filing Asset Schedule and Notes to Asset Schedule	July 5, 2011	2	1-22
Notice of Filing Corrected Asset Schedule by Ownership	December 23, 2011	2	23-26
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	June 5, 2013	2	27-35
Ex Parte Application for Order to Show Cause Why Eric Nelson Should Not be Held in Contempt For Violations of June 3, 2013 Decree of Divorce and June 19, 2013 Order and Motion for a Finding of Contempt, for Implementation of the Penalties of Contempt, for Fees and Costs, and for Other Related Relief	July 10, 2013	2	36-59

ALPHABETICAL INDEX

<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NOS.</u>
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Notice of Filing Corrected Asset Schedule by Ownership	December 23, 2011	2	23-26

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of The Dickerson Law Group, and that,
on the 26th day of July, 2013, I served a true and correct copies of **ANSWER TO
PETITION FOR WRIT OF PROHIBITION - LYNITA SUE NELSON'S
APPENDIX VOLUME 2** via United States Mail, with postage fully prepaid, to:

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THE HONORABLE FRANK P. SULLIVAN
Eighth Judicial District Court, Department O
Family Court and Services Building
601 N. Pecos Road
Las Vegas, Nevada 89101
Respondent

LARRY L. BERTSCH
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An employee of The Dickerson Law Group

1 **NOTC**

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9 *Forensic Accountants*

10 **DISTRICT COURT**
11 **FAMILY DIVISION**
12 **CLARK COUNTY, NEVADA**

13 **ERIC L. NELSON,**

14 *Plaintiff,*

15 *v.*

16 **LYNITA SUE NELSON,**

17 *Defendant.*

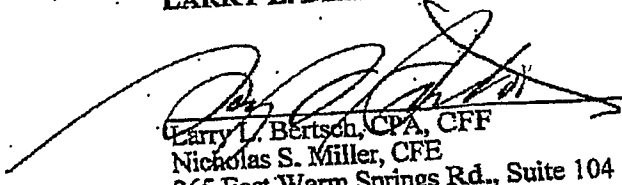
Case No. D-09-411637-D
Dept. O

**NOTICE OF FILING ASSET SCHEDULE
AND NOTES TO ASSET SCHEDULE**

18 Larry L. Bertsch, CPA, CFF, and Nicholas S. Miller, CFE, of the accounting firm of LARRY
19 L. BERTSCH, CPA & ASSOCIATES, hereby file as Exhibit "A" their Asset Schedule and Notes to
20 Asset Schedule pursuant to Judge Sullivan's Order in this matter.

21 DATED this 5th day of July, 2011.

LARRY L. BERTSCH CPA & ASSOCIATES

22 
23 Larry L. Bertsch, CPA, CFF
24 Nicholas S. Miller, CFE
25 265 East Warm Springs Rd., Suite 104
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Forensic Accountants

CERTIFICATE OF SERVICE

I hereby certify that on the 5th day of July, 2011, I mailed a copy of the Notice of Filing Asset Schedule and Notes to Asset Schedule to the following at the last known address, by depositing the same in the United States mail in Las Vegas, Nevada, first class postage prepaid and addressed as follows:

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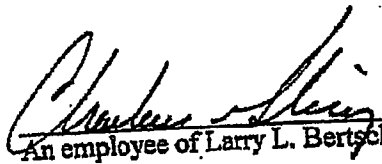

An employee of Larry L. Bertsch, CPA & Associates

Exhibit "A"

Exhibit "A"

LSNA000003

Nelson v. Nelson

Asset Schedule

July 5, 2011

Larry L. Bertsch, CPA & Associates

Larry L. Bertsch, CPA, CFF

Nicholas S. Miller, CFE, CSAR, MBA

Nelson v. Nelson
Asset Schedule

	NOTE	Lynita Value	Eric Value	Asset Titled	Income Producing
Real Estate					
7065 Palmyra - Las Vegas, Nevada	1	650,000	910,000	Lynita - Trust	NO
2911 Bella Kathryn Circle - Las Vegas	2	TBD	900,000	Eric Trust - Banone	NO
2911 Bella Kathryn Circle - Las Vegas	2	TBD	175,000	Eric Trust - Banone	NO
AZ-31 Gateway Lots	24	139,500	139,500	Lynita Trust	NO
AZ-29 Gateway Lots	17	139,500	139,500	Eric - Trust	NO
Russell Road Property (65%)	3				YES
Owned by Eric Nelson-Auctioneering (50%)	3a	TBD	2,000,000	Eric - Trust	YES
Owned by Eric Nelson Trust (15%)	3b	TBD	2,000,000	Eric - Trust	Unknown
Receivable from CJE & L, LLC	3c	742,368	TBD	Eric - Trust	
Brinnhead, Utah	4	2,000,000	2,000,000	Each Trust - 50%	NO
3611 Lindell - Las Vegas	5	TBD	1,400,000	Each Trust - 50%	YES
5913 Pebble Beach	6	75,000	75,000	Lynita - Trust	NO
Wyoming - 200 acres (40%)	7	TBD	800,000	Lynita - Trust	NO
Mississippi Properties					
830 Arnold Ave. (Clay House) - Greenville, Miss.	8	40,000	40,000	Lynita - Trust	YES
MS Bay 200 Acres - allocated	9				
<u>Emerald Bay, LLC (Holding Company)</u>					
Bal Harbour, LLC	9a	45,500	None	Each Trust - 50%	NO
Bay Beach Resorts, LLC	9b	TBD		Each Trust - 50%	NO
Bay Resorts, LLC	9c	TBD		Each Trust - 50%	NO
	9d	TBD		Each Trust - 50%	NO
MS Bay allocated acreage- Lynita Trust					
Lynita Trust - not used	9e	TBD		Lynita - Trust	NO
RV Park	9f	TBD		Lynita - Trust	YES
<u>Dynasty</u>					
Silver Slipper	10	TBD		Eric Trust - Dynasty	
MS Bay allocated acreage Titled to Dynasty	10a	TBD		Eric Trust - Dynasty	YES
MS Bay allocated acreage Titled Frank Soris Trust	10b	TBD	937,500	Eric Trust - Dynasty	NO
	10c	TBD	312,500	Eric Trust - Dynasty	NO
<u>Grotta, LLC - 16.67% interest</u>					
Dynasty profit sharing agreement	11	TBD		Lynita - Trust	NO
MS Bay allocated interest - titled to Grotta, LLC	11a	TBD		Lynita - Trust	NO
	11b	TBD	16,667	Lynita - Trust	NO
	11c				NO
<u>Grotta Financial Partnership</u>					
<u>Riverwalk Ent. (Holding Company for Hiaway Casino)</u>	12	Unknown	None	Eric - Trust	NO

TBD = To Be Determined

Notes to Asset Schedule are an integral part of this schedule

LSNA000005

Other Investments

Banone, LLC

4412 Baxter - Las Vegas	13, 13a	62,522	82,522	Eric Trust - Banone	YES
314 Clover Blossom Court - North Las Vegas, Nevada	13	108,705	108,750	Eric Trust - Banone	YES
1301 Heather Ridge - North Las Vegas	13	118,459	118,459	Eric Trust - Banone	YES
6213 Anaconda - Las Vegas	13	81,411	81,411	Eric Trust - Banone	YES
1608 Rusty Ridge Lane - Henderson (Daughters House)	13	77,526	77,526	Eric Trust - Banone	NO
Mesa Vista (5 acres)	13	100,000	100,000	Eric Trust - Banone	NO
Mesa Vista - Lot 68	13	21,229	21,229	Eric Trust - Banone	NO
2209 Farmouth Circle - Nevada	13	88,166	88,166	Eric Trust - Banone	YES
3301 Terra Bella Drive - Nevada	13	65,013	65,013	Eric Trust - Banone	YES
4133 Compass Rose Way - Nevada	13	67,820	67,820	Eric Trust - Banone	YES
4601 Concord Village Drive - Nevada	13	61,070	61,070	Eric Trust - Banone	YES
4612 Sawyer Ave - Nevada	13	49,304	49,304	Eric Trust - Banone	YES
4820 Martell Drive - Nevada	13	23,643	23,643	Eric Trust - Banone	YES
5113 Churchill Ave. - Nevada	13	58,070	58,070	Eric Trust - Banone	YES
3704 Roseridge Ave. - Nevada	13	61,510	61,510	Eric Trust - Banone	YES
6301 Cambria Ave. - Nevada	13	68,244	68,244	Eric Trust - Banone	YES
6304 Guadalupe Ave. - Nevada	13	41,599	51,499	Eric Trust - Banone	YES
Mesa Vista - Lot 67 - Arizona (Deeded Back)	14	21,263	21,263	Eric Trust - Banone	NO
1628 W. Darrel Road - Arizona	14	37,882	37,882	Eric Trust - Banone	YES
1830 N. 66th Drive - Arizona	14	24,791	24,791	Eric Trust - Banone	YES
1837 N. 59th Street - Arizona	14	29,050	29,050	Eric Trust - Banone	YES
2220 W. Tonto Street - Arizona	14	30,906	30,906	Eric Trust - Banone	YES
3225 W. Roma Ave. - Arizona	14	31,299	31,299	Eric Trust - Banone	YES
3307 W. Thomas Road - Arizona	14	35,383	35,383	Eric Trust - Banone	YES
3332 N. 80th Lane - Arizona	14	29,924	29,924	Eric Trust - Banone	YES
3415 N. 84th Lane - Arizona	14	35,368	35,368	Eric Trust - Banone	YES
3424 W. Bloomfield Road - Arizona	14	43,084	43,084	Eric Trust - Banone	YES
3631 N. 81st Ave. - Arizona	14	30,063	30,063	Eric Trust - Banone	YES
4141 N. 34th Ave. - Arizona	14	21,804	21,804	Eric Trust - Banone	YES
4541 N 76th Ave. - Arizona	14	32,540	32,540	Eric Trust - Banone	YES
4816 S. 17th Street - Arizona	14	19,633	19,633	Eric Trust - Banone	YES
5014 W. Cypress Street - Arizona	14	30,324	30,324	Eric Trust - Banone	YES
5518 N. 34th Drive - Arizona	14	27,641	27,641	Eric Trust - Banone	YES
6172 W. Fillmore Street - Arizona	14	39,871	39,871	Eric Trust - Banone	YES
6202 S. 43rd Street - Arizona	14	27,772	27,772	Eric Trust - Banone	YES
6720 W. Cambridge Ave. - Arizona	14	32,563	32,563	Eric Trust - Banone	YES
6822 W. Wilshire Drive - Arizona	14	40,477	40,477	Eric Trust - Banone	YES
6901 W. Coolidge Street - Arizona	14	32,583	32,583	Eric Trust - Banone	YES

Banone, LLC - AZ

4838 W Berkeley Rd. - Arizona	15	TBD	32,622	Eric Trust - Banone	YES
8 Homes - Arizona	15	TBD	251,000	Eric Trust - Banone	NO

Banone Nevada Notes Receivable

R & D Custom Builders - DMV Lot 16-17 (secured)	16			Eric Trust - Banone	YES
Advantage Construction - MV Lot 37 (secured)	16a	46,463		Eric Trust - Banone	YES
Gerald & Linda Fixsen - MV Lot 52 (secured)		20,081		Eric Trust - Banone	YES
Gerald & Linda Fixsen - MV Lot 53 (secured)		22,838		Eric Trust - Banone	YES
Gerald & Linda Fixsen - MV Lot 53 (secured)		22,838		Eric Trust - Banone	YES
Joe Williams & Sherry Fixsen - MV Lot 54 (secured)		22,838		Eric Trust - Banone	YES
Bidco, Inc. - MV Lot 61 (secured)		21,263		Eric Trust - Banone	YES
Cary & Troy Fixsen - MV Lot 98 (secured)		22,838		Eric Trust - Banone	YES
Amada & Chris Stromberg (secured by Condo in PA)	16b	133,357		Eric Trust - Banone	YES
JB Ramos Trust (secured by 436 Europa Way)	16c	78,000		Eric Trust - Banone	YES
Katherine Stephens (secured by 1601 Knoll Heights)	16d	83,000	63,000	Eric Trust - Banone	YES
Chad Ramos (secured 7933 Dover Shores)	16e	60,000		Eric Trust - Banone	YES
Alicia Harrison (secured by 1025 Academy)		68,620		Eric Trust - Banone	YES
Eric T. Nelson (secured by 8619 W. Mohave - AZ)	16f	95,000		Eric Trust - Banone	YES
Michael & Lyndia Asquith - MV Lot 50 (secured)	16g	23,625		Eric Trust - Banone	NO

TBD = To Be Determined

Notes to Asset Schedule are an integral part of this schedule

LSNA000006

Other Receivables					
Frank Soris (Contingent)	17	TBD	1,000,000	Eric - Trust	YES
Nikki Cvintavich	18	200,000	200,000	Eric Nelson	YES
Family Loans					
Chad Ramos	19	261,675	-	Eric - Trust	Unknown
Jesse Harber	20	47,000	25,000	Eric - Trust	Unknown
Brock Nelson		10,000	10,000	Eric - Trust	Unknown
Autos/Vehicles					
2008 Escalade EXT SUV (Owned) (Eric's)	21	40,475	38,840	Eric - Trust	NO
2007 Mercedes SL 550 (Owned) (Eric's)	21	50,115	42,845	Eric - Trust	NO
2011 Audi (Leased) (Lynita's)		Lease	Lease	Lynita	NO
ATV's and Snowmobiles	21a	TBD	TBD	Unknown	NO
Tax Situation					
2006 Tax Refund (Filed by Dave Stephens, Esq.)	22	110,125	110,128	Eric Nelson	NO
Cash & Investment Accounts					
Lynita's Accounts					
Schwab Capstone Capital- 2834 (3/31/2011)	23	1,016,969		Lynita - Trust	
Credit Union 1 37214-01 (3/31/2011)	23	5		Lynita - Trust	
Credit Union 1 37214-22 (3/31/2011)	23	48,274		Lynita - Trust	
Silver State 3736-01 (3/31/2011)	23	2,020		Lynita Nelson	
Silver State 3736-80 (3/31/2011)	23	3,767		Lynita Nelson	
Eric Accounts					
Bank of America 5010-0976-5829 (3/31/2011)	23		82,781	Eric - Trust	
Bank of America 5010-0716-2754 (3/31/2011)	23		13,685	Eric Trust - Banone	
Bank of America 0050-1157-7064 (3/31/2011)	23		1,533	Eric Trust - Banone	
Bank of America 5010-1100-6958 (3/31/2011)	23		7,439	Eric Trust - EN Auct	
Citi National Bank 363201539 (3/31/2011)	23		84,919	Eric Trust - Banone	
Citi National Bank 363005152 (3/31/2011)	23		4,304	Eric Trust - Dynasty	
Citi National Bank 363250807 (3/31/2011)	23		13,316	Eric Trust - Banone	
Mellon - 10594001700 (3/31/2011)	23		2,757,160	Eric - Trust	
Liabilities					
Frank Soris Contingent Liability	17		(562,981)	Eric - Trust	
Due on Line of Credit (3/31/2011)	23		(1,807,369)	Eric - Trust	

TBD = To Be Determined

Notes to Asset Schedule are an integral part of this schedule

LSNA000007

Nelson v. Nelson
Notes to Asset Schedule

July 5, 2011

Larry L. Bertsch, CPA & Associates

Larry L. Bertsch, CPA, CFF

Nicholas S. Miller, CFE, CSAR, MBA

Contents

Note 1 - 7065 Palmyra	3
Note 2 - 2911 Bella Kathryn	3
Note 3 - Russell Road Property	4
Note 4 - Brianhead, Utah	7
Note 5 - 3611 Lindell	7
Note 6 - 5913 Pebble Beach	7
Note 7 - Wyoming (200 acres)	8
Note 8 - 830 Arnold Ave.	8
Note 9 - MS Bay (200 acres)	8
Note 10 - Dynasty	9
Note 11 - Grotta, LLC	11
Note 12 - Hideaway Casino	12
Note 13 - Banone, LLC (Nevada)	12
Note 14 - Banone, LLC (Arizona)	12
Note 15 - Banone AZ, LLC	12
Note 16 - Notes Receivable	12
Note 17 - Soris Transaction	13
Note 18 - Nikki Cvintavich Note Receivable	14
Note 19 - Family Loan (Chad Ramos)	14
Note 20 - Family Loan (Jesse Harber)	14
Note 21 - Autos/Vehicles	14
Note 22 - Tax Situation	14
Note 23 - Bank Accounts	15
Note 24 - AZ-31 Gateway Lots	15

Larry L. Bertsch, CPA & Associates reserves the right to update this report upon the production of additional documents. The information contained within this report is for use only in the conjunction with the surrounding Clark County District Court case Nelson v Nelson.

Note 1 - 7065 Palmyra

This is the current residence of Lynita Nelson. It has been alleged that improvements have been made to the property in the last two years. The parties do not agree on the value of the Property.

Since there is no agreement on the value of the property, it is recommended an appraisal be made on the property directed by an independent third party.

Note 2 - 2911 Bella Kathryn

This is the current residence of Eric Nelson which includes an adjacent vacant lot for which Eric is conducting improvements. Eric has valued the property as \$900,000 for the residence and \$175,000 for the adjoining lot. Lynita does not agree and her issue is stated below.

According to the detailed records of Eric Nelson, a total amount of \$1,362,612.57 has been spent towards the property which contains the house. The house was initially purchased for \$381,984.00 on 12/28/2009 and improvements have been made to the property as of 06/11/2011 amounting to \$980,628.57.

In reviewing the details of the house improvements on the general ledger kept by Eric Nelson, there was only one payment recorded to a relative, Paul Nelson, in the amount of \$25,000 and designated as contract labor in building the Residence. There were other payments recorded to relatives for reimbursement of materials and supplies used on the building of the residence. None of the reimbursed amount appeared material or not related to the residence. Those reimbursed payments were made to Paul Nelson, Cal Nelson, and to Big Fish, LLC, a company owned by Cal Nelson.

The adjoining lot was purchased on 08/11/2010 for a cost of \$175,000. As of 06/11/2011, improvements have been made towards the lot in the amount of \$64,558.68. In total, the purchase price and additional improvements towards this property amount to \$239,558.68.

Therefore the aggregate costs of the residence and adjoining lot at 06/11/2011 amounts to \$1,602,171.25.

Since there is no agreement on the value it is recommended an appraisal be made of the property directed by an independent third party or a decision that funds expended for the property be the criteria of value.

At issue - Lynita claims Eric has used community funds to build this residence and feels regardless of an appraisal, she should receive 50% on the costs to buy and build the property.

Note 3 - Russell Road Property

History

Property consisting of 3.3 acres at 5220 E. Russell Road was purchased on November 11, 1999 for \$855,945 by the Lynita Nelson Trust and the down payment from Cal Nelson amounting to \$20,000. Lynita then became a 50% partner with Cal Nelson in a partnership named CJE&L, LLC which was formed for the purpose of renting the property to Cal's Blue Water Marine.

Shortly thereafter, CJE&L, LLC obtained a loan from Business Bank of Nevada in the amount of \$3,100,000. The purpose of this loan was to build a building for the operations of Cal's Blue Water Marine, Inc. The loan was to be guaranteed by Clarence and Jeanette, individually as well as their Trust dated May 31, 2001 and also Cal's Blue Water Marine, Inc.

Sometime in 2004, Lynita signed a guarantee on the flooring contract for the inventory of Cal's Blue Water Marine, Inc. On 01/01/2005, Lynita withdrew her guarantee of the flooring contract and in return, Lynita signed an assignment or forfeit of her interest in the partnership to remove her from the property records. (The Examiner has not seen the flooring agreement that was signed by Lynita, although requested - Each of the parties claims the other has the contract). According to the records, the forfeiture of partnership interest was transferred to the capital account of Cal Nelson there being no cash attached to the transaction.

The boat business failed in 2008. At that time, the Bank demanded a \$300,000 pay down to keep the loan in performing status. Eric paid the \$300,000 which was secured by property owned by Cal Nelson and located in Utah.

Eric's purchase of the interest in property

On or about 02/10/2010, Eric Nelson decided to purchase a 65% interest in the property. Eric's 65% interest is said to have cost \$4,000,000; which is comprised of the following amounts:

1) In 2009, Eric purchased an FDIC note on a property in Phoenix commonly known as "Sugar Daddy's" for approximately \$520,000. The source of these funds came from the Line of Credit. The property was sold with proceeds amounting to \$1,520,597.88. Since this was designed as a 1031 exchange, the proceeds were used in 2010 to purchase Eric's interest in the Russell Road Property.

2) As indicated above, Eric had previously paid \$300,000 to pay down the Bank Loan which was secured by property in Utah. In addition, Eric paid off the mortgage on Cal's house amounting to \$400,000. Both amounts were paid from Eric's Line of Credit. These two amounts aggregating \$700,000 were then used as a credit towards the purchase price for Eric's interest.

3) Eric gave a credit amounting to \$522,138.47 which represented future agreements with Cal and the termination of any present verbal partnership agreements. This also included money on rental payments given to Cal.

4) The remaining amount to fulfill the obligation of the purchase price was to borrow \$1,257,263.67 from the Line of Credit in 2010.

Therefore the purchase of Eric's interest is comprised of the following:

Pay down of Bank Loan	\$ 300,000.00
Pay off of personal residence of Cal Nelson	400,000.00
Credit to Cal Nelson for prior payments	522,138.45
Amount to pay Bank Note from Sugar Daddy's	1,520,597.88
Amount to pay Bank Loan from Line of Credit	1,257,263.67
	<u>\$ 4,000,000.00</u>

Therefore the amount of cash contributed directly to the interest in the property by Eric in 2010, amounts to \$2,777,861.55 (1,520,597.88 + 1,257,263.67). The cash reportedly paid off the original loan held by Business Bank of Nevada.

According to CJE&L's tax returns and representations made by Cal Nelson, Cal Nelson's capital account includes \$855,000; which represents the purchase price of the land originally purchased on November 11, 1999 by the Lynita Nelson Trust as well as \$501,529 in leasehold improvements made by Cal's Blue Water Marine. The summary document supporting the leasehold improvements contribution was believed to be at cost and not the net depreciated value. As prior indicated Cal's Blue Water Marine eventually failed in 2008. Since the Business failure in 2008, Cal Nelson has taken distributions from CJE&L of \$11,096 in 2009 and \$73,978 in 2010, aggregating to \$85,074.

The current ownership of the 5220 E. Russell Road property is 50% by Eric Nelson Auctioneering (an asset of the Eric Nelson Trust), 15% by the Eric Nelson Trust and 35% by CJE&L, LLC. (See below).

Note 3a - 50% in Russell Road owned by Eric Nelson Auctioneering

In the purchase of the Russell Road Property, the ownership of 65% of the property purchase from CJE & L, LLC was described above to be \$4,000,000. Eric Nelson says that 50% of the interest was designated to be owned by Eric Nelson Auctioneering and the other 15% by the Eric Nelson Trust.

Note 3b - 15% sale back to Cal Nelson for 15% interest by Eric Trust

The 15% interest is evidenced by a note in the amount of \$2,000,000 the principal amount is due in seven years from 2/3/2010 from Cal Nelson to Eric Nelson Trust. The note is secured by 15% of the real property owned by CJE & L, LLC and 15% of all rents collected from the property will be recognized as interest on the note.

Note 3c - Receivable from CJE & L, LLC amounting to \$742,368.

According to the 2010 tax return of CJE&L, LLC (owned 99% by Nelson Nevada Trust (Cal's Trust) and 1% by Cal Nelson), the company reports a liability in the amount of \$742,368 is due to Eric Nelson Auctioneering (Reported under Eric Trust - Eric Nelson Auctioneering). We have not received information as to the nature of this note.

Because of the controversy on this property, it is recommended that an appraisal of the property be made directed by an independent third party.

At issue, Lynita believes that Cal Nelson has not put any capital into the investment and therefore the amount of this asset is 100% owned solely by Lynita and Eric Nelson.

Also at issue is that Lynita bought the land for \$855,000 and was forced to forfeit her interest through an assignment to Cal Nelson. This issue is over a guarantee made by Lynita on a flooring arrangement on boats for a company owned by Cal Nelson, named Cal's Blue Water Marine.

Subsequent Transaction

The property was sold to the Oasis Baptist Church, on 05/27/2011, prior to this transaction, the church held an option to purchase for \$6,500,000. The payments on the note were to begin on 09/01/2011. Until this date, the Oasis Baptist Church was to pay \$17,500 each month for the months of June, July, and August. Then starting on 09/01/2011 the Oasis Baptist Church will pay interest only at 6% on \$6,000,000 for 5 years and then will have a balloon payment due of \$6,500,000.

This contract was amended on 06/15/2011 because the Church could not get an exemption from property taxes unless they own the property. Therefore the original financial arrangement has been amended.

The Oasis Baptist Church needs additional improvements in order to bring their school over to the Russell Road property. In order to do this, they need an additional \$300,000 in funds for improvements to the property. Currently, they are paying \$20,000 per month space rental for them to conduct their school.

As of 06/15/2011, Julie Brown loaned \$300,000 to the Oasis Baptist Church and has a 1st Note/Deed on the property. ✓

A 2nd Note/Deed is placed on the property to recapture all back rents and taxes in the amount of \$295,000. The 2nd Note/Deed is shared 1/3rd to Eric Nelson Auctioneering, 1/3rd to the Eric Nelson Trust and 1/3rd to CJE&L, LLC.

Therefore the remaining amount of \$6,500,000 through subordination has become a 3rd Note/Deed in the favor of shared 1/3rd to Eric Nelson Auctioneering, 1/3rd to the Eric Nelson Trust and 1/3rd to CJE&L, LLC.

The current terms are to pay \$17,500 per month until 09/01/2011 and \$30,000 thereafter. However they may ask that the payments be extended to 12/01/2011 before they begin to pay \$30,000 per month for their purchase of the property.

We understand there is a servicing agreement to collect the mortgage payments. We do not know the entity that the servicing arrangement is contracted.

The servicing agency is an issue with Lynita.

Note 4 - Brianhead, Utah

The property located in Brianhead, Utah includes a cabin on 150 acres. In addition to the property and building, the ownership includes water rights.

Eric originally valued the asset at \$3,000,000 but now believes the property has a value of approximately \$2,000,000. Lynita states the property should bring \$2,000,000 at sale, which is her preference.

It appears there is an agreement on the value of this property. However, there is no agreement on the disposition of the asset. As a result, a third-party appraisal may be required to determine the value either party should pay to buy the other one out.

Note 5 - 3611 Lindell

This property is an office complex. The complex has 13,040 square feet and is the location of Eric Nelson offices. Eric collects the monthly rents as well as pays for the monthly maintenance.

Both income and expenses will be listed in the Sources of Income and Expenses report.

Since there is a disagreement about the value of the office building, it is recommended an appraisal be made of the property by an independent third party.

Note 6 - 5913 Pebble Beach

This property is owned by the LSN Nevada Trust and is occupied by Lynita's sister, Thelma. The mortgage of \$69,000 has been paid off and the property is currently unencumbered. It appears that neither party is interested in the property and may become a non-issue.

Note 7 - Wyoming (200 acres)

This property consists of 200 acres located in Evanston, Wyoming and owned 40% by Lynita's Trust, 50% by Paul Nelson (relative) and 10% by Aleda Nelson (relative). This property could be developed into 84 Lots and are in the name of Equestrian Estates, LLC.

Eric has given a value for Lynita's 40% interest in the property of \$800,000. Lynita has not determined a value,

It is recommended an appraisal be made by an independent third party to obtain a value of the 40% interest.

Note 8 - 830 Arnold Ave.

This is a 1,300 sq. ft. house located in Greenville Mississippi. The house is being rented at \$500 per month and the rent is being collected and deposited into Banone's Bank Account. Eric has valued the property at \$40,000, which is believed to be the initial purchase price of the property.

Because there are so many other issues, it is recommended the purchase price be considered the value based upon the current economic conditions.

Note 9 - MS Bay (200 acres)

This is 200 acres located in Mississippi. The ownership and titles to the property are not clear and need to be addressed. Currently the property is titled as follows:

	<u>Acres</u>
Bal Harbour, LLC (Note 9b)	4.7790560
Bay Harbour Beach Resort, LLC (Note 9c)	2.7996560
Emerald Bay, LLC (note 9a)	0.2217080
Grotta (Note 11)	25.3773880
Lynita Trust - RV Park (Note 9e)	20.6856080
Lynita Trust (Note 9f)	41.0152290
	<u>94.8786450</u>
Dynasty (Note 10b)	91.0927580
Frank Soris Family Trust (Note 10c)	30.1382120
	<u>121.2309700</u>
Total Acres	<u>216.1096150</u>

Note 9a - Emerald Bay, LLC has .221708 acres titled in its name, which was purchased for \$55,000. Emerald Bay, LLC (formally Paradise Bay Mississippi, LLC was formed in 2005 and changed name in 2007) is a holding Company whose purpose was to assemble property of 120

acres about 2 miles from the current Silver Slipper Casino to develop a resort type project. The subsidiaries of the Company were Bal Harbour, LLC, Bay Harbour Beach Resort, Montgaze Resort, LLC, Bay Resorts, LLC, and Paradise landing, LLC. This project is not currently operating and is at a standstill.

In 2008 the ownership in this property went from 100% ownership by Eric Trust to an ownership of 50% to Lynita Trust and 50% to Eric Trust.

At issue, Emerald Bay owes Nelson & Associates \$45,500.

The amount due from Emerald Bay, LLC were funds advanced to pay for expenses in the assembling process. Emerald Bay does not have funds and therefore doubtful to repay Nelson & Associates back.

Note 9b - Bal Harbour, LLC has 4.779056 acres titled in its name.

Note 9c - Bay Harbour Beach Resort, LLC has 2.799656 acres titled in its name.

Note 9d - Bay Resorts, LLC currently does not have any ownership in land. This entity operated the RV Resort, had its own Bank Account until the law suit was filed. The Bank Account was closed and the rental income from Silver Slipper was the deposited into Banone.

Note 9e - Lynita Trust has 41.0152290 titled in its name. This property is not being used.

Note 9f - RV Park is owned by Lynita's Trust. The property designated for its use is 20.6856080 acres. The Silver Slipper is leasing this property and pays an amount of approximately \$4,000.00 per month.

Since there are different owners and the property is being used differently, it is recommended either an appraisal for the separate parcels be made or that the entire 200+ acres be appraised altogether, then the value could be allocated to the individual owners. In either case, the appraisal should be directed by an independent party.

Note 10 - Dynasty

Dynasty is an entity that is included in the Eric Nelson Trust consisting of various types of investments as described below.

Note 10a - Silver Slipper (Owned by Dynasty)

Dynasty has a 34% interest in the Silver Slipper Casino. If options were to be exercised, then the interest could increase to 43%.

There is currently a dispute between Eric Nelson and the other partners of the Silver Slipper Casino. In the operating agreement of Silver Slipper is a buyout provision. The other partners are attempting to exercise that provision and have offered \$1,586,000 and are pushing Eric Nelson to accept.

The other partners have filed a law suit in Los Angeles to force Eric Nelson to accept their offer. Eric Nelson is unwilling to accept the current position of the other partners. In order to oppose the other partners, Eric Nelson did put Dynasty into Bankruptcy, filing in Mississippi.

The other partners filed a motion to have the Bankruptcy dismissed as a bad faith filing. It is understood that hearing has taken place and the Bankruptcy has been dismissed. Therefore it is back to defending the law suit filed in Los Angeles.

There are other issues affecting the ownership interest in the Silver Slipper, one of which being that Lynita is not currently licensed by the Mississippi Gaming Authorities and therefore not qualified to own an interest in a gaming property.

It is recommended that a Business Valuation be directed by an independent third party to determine the value of the Silver Slipper and also to determine the value of the percent interest owned by Dynasty.

Note 10b - Dynasty owns 91.092758 acres. There has been a lien of \$1,000,000 placed against the property by BBJ, a lender to Silver Slipper.

Note 10c - This land consisting of 30.1382120 acres was deeded to Frank Soris Family to collateralize the \$1,300,000 owed from the 2002 transaction between Soris and Lynita Trust. (See Note 17 for the Soris transactions). It has been stated that this acreage has been quitclaimed back to Dynasty when the property in Banone was substituted as collateral for the \$1,300,000 note to Soris. The quitclaim has not been recorded.

Eric Nelson stated the value of the property, both what Dynasty owns and the Frank Soris property totaling 121.230970 acres is valued at \$1,250,000.

It is recommended that an appraisal be made of the property owned by Dynasty and the property currently owned by Frank Soris. Such an appraisal should be conducted as recommended in Note 9.

Note 11 - Grotta, LLC

Lynita's Trust owns a 1/6th interest or 16.67% with Eric Nelson's relatives owning the remaining 5/6th interest. Grotta, LLC controls various investments as described below:

Note 11a - Dynasty Profit Sharing Agreement

Eric Nelson states that this Company has an interest in a Profit Sharing agreement whereby Grotta, LLC is to receive 10% of Dynasty's Profits. (No determination has been made to ascertain if that is an investment and/or operating profits). There have been no profits to-date; therefore no payments from Dynasty have ever been made to Grotta, LLC.

Note 11b - Mississippi Land

The Grotta, LLC owns 25.377388 acres of the 200 acres described in Note 9 as MS Bay 200 acres. Eric states the value of that land is approximately \$100,000.

Eric values Lynita's trust ownership in this land at \$16,667. Lynita does not have a separate value for the property owned by Grotta, LLC.

Note 11c - Grotta Financial Partnership

The Grotta Financial Partnership owned land on Flamingo Road in Las Vegas, Nevada, which was condemned for the purpose of using the land to construct the "Beltway". The condemnation was used as an IRS Section 1033 exchange. Cash amounting to \$3,025,000 which was in the Grotta Financial Partnership, was transferred to the Eric Nelson Trust for future investing purposes in order to comply with the IRS Section 1033 exchange provisions. Therefore, the cash on the books of Grotta Financial Partnership was replaced with a Note Receivable to the Eric Nelson Trust. The investments made by Eric Nelson through the Eric Nelson Trust would at this time be included in the current asset schedule.

If the Eric Nelson Trust were to pay Grotta Financial Partnership the amount of \$3,025,000 or any part thereof, it would then create the situation that the amount would become taxable because the transaction would be treated as a loan which does not qualify under the IRS Section 1033 exchange rules.

At issue, there is a Note Receivable in the amount of \$3,025,000 booked on Grotta Financial Partnership financial statements from the Eric Nelson Trust. The transaction contains various issues relating to taxable consequences if paid back.

Note 12 - Hideaway Casino

This was an investment between Eric Nelson and Steve Bieri. Eric Nelson has not spent community funds in his effort to develop a casino. The investment was not viable and thus failed. Eric states that there may be a law suit against Eric Nelson to the extent of the loss suffered by Mr. Bieri amounting to approximately \$3,000,000.

Note 13 - Banone, LLC (Nevada)

These properties are located in Nevada and titled in the name of Banone, LLC, which is in Eric Nelson Trust. The value indicated on the schedule is the purchase price of the property including repairs thereto. In discussion with Lynita, she appeared to have a willingness to accept those values, with the exception of 4412 Baxter as described below:

Note 13a - 4412 Baxter - According to Lynita, the amount booked for 4412 Baxter is \$20,000 greater than it should be. Lynita claims the proper amount should be \$62,522; instead of \$82,522.

Note 14 - Banone, LLC (Arizona)

These properties are located in Arizona and titled in the name of Banone, LLC which is in Eric Nelson Trust. The value indicated on the schedule is the purchase price of the property including repairs thereto. In discussion with Lynita, she appeared to have a willingness to accept those values.

Note 15 - Banone AZ, LLC

There is one property in Banone AZ, LLC that is income producing. During 2010, 8 additional homes were purchased at a cost of \$251,000; at which time we have not received indication that they are income producing.

Note 16 - Notes Receivable

To date, we have not received copies of the documents relating to the various notes receivable. Eric represented that the notes were secured by property but we have not examined appropriate evidence to determine the validity of the collateral.

a. This note is in default. Roger Nelson is owner of RD Builders. Roger Nelson is not a relative.

b. Amada & Chris Stromberg are the daughter and son-in-law of Eric and Lynita Nelson.

c. JB Ramos Trust is related to an employee of Eric Nelson

d. Niece - At issue by Lynita, Purchased by Banone on 03/02/2010 and questions the down payment of \$20,000 and if that money came from Community Funds.

- e. Chad Ramos is a Nephew to Eric
- f. Eric T. Nelson is a Nephew to Eric
- g. Have received deed in lieu of foreclosure.

Note 17 - Soris Transaction

History

This first transaction commenced in 2002 when Frank Soris made an investment as mortgage holder in the Wyoming operations. Mr. Soris loaned \$2,300,000 to the Lynita Trust on a building that was to be used for Off Track Betting to support a Race Track owned at that time by the Nelson's. The operations in the building were outlawed and the operations had to cease.

The \$2,300,000 was an amount needed by Frank Soris to complete a 1031 exchange (Tax Code provision to defer taxes). The amount actually loaned is \$1,300,000 and a note payable to Lynita's Trust for \$1,000,000. Sometime between the date of the 1031 and 2010, the promissory note was transferred to the Eric L Nelson Nevada Trust. We have not received indication as to why the note was transferred out of Lynita's Trust or if any consideration was given in return for the transfer. Information has been received that interest of \$75,000 was received in 2009 relating to the \$1,000,000 note which is being serviced by U. S. Loan Servicing.

When the Off Track Betting business failed, Mr. Soris insisted on collateral to replace the building in Evanston, Wyoming. Eric Nelson then collateralized the note with property in Phoenix, Arizona. Upon failure of that collateral, Eric Nelson then collateralized the note with property in Mississippi. Since there was ongoing litigation in Mississippi, Mr. Soris again sought collateral for the amount due him. It was then, in early 2010, when Eric made a decision to take the better of the Banone properties in Arizona and transfer those rental properties to the Frank Soris Family Trust.

It was understood from Eric Nelson that there was a deal with Frank Soris that if the properties were to sell in excess of the \$1,300,000, Eric would be entitled to monies from such sales. In documents received there was a written agreement that upon the transfer of the Banone properties, the \$1,000,000.00 note made payable to the Eric L. Nelson Nevada Trust is cancelled and considered satisfied. We have not received further documentation as to why the note was cancelled or satisfied. We have yet to determine which position is current. Of course, if the properties sell for less than \$1,300,000, the concerns of the \$1,000,000 will be dispelled.

Current Situation

The cost of the current twenty properties transferred to Soris has a book value of \$737,018.67. Therefore the aggregate amount of collateral against a debt of \$1,300,000 leaves a contingent liability of \$562,981.33. In addition, Eric has pledged to use 8 lots from his investment in AZ-29 Gateway Lots, but actual lots are to be determined at a later date according to the February 19, 2010 agreement between Soris and Eric Nelson.

The contingent asset may or may not have value if the properties sell for more than \$1,300,000, depending on the outcome of the agreement to share or if the note has been cancelled.

The interest on the \$1,300,000 note is being paid by the rents collected on the properties.

At issue, Lynita believes Eric gave Soris the best properties from Banone. Eric agrees with that statement.

Note 18 - Nikki Cvintavich Note Receivable

This is a loan made by Eric Nelson to Nikki Cvintavich, an employee in Mississippi. This loan has no direct connection to the Mississippi investments. We have not received documentation evidencing if this note is collateralized by any type of property.

Note 19 - Family Loan (Chad Ramos)

This was money given to start several businesses. The businesses have all failed. This money was given to him prior to 01/01/2009 and should be considered as community participation and be eliminated as an issue.

It is recommended that this item be eliminated from any settlement.

Note 20 - Family Loan (Jesse Harber)

We have not received documentation relating to the terms and conditions of this receivable. As a result, we cannot determine a value of the outstanding amounts due or if there was or is any collateral against the receivable.

Note 21 - Autos/Vehicles

The values given by each party was from Kelly Blue Book. It has not been determined what was used as mileage, accessories, or wholesale or retail suggested prices.

Note 21a -- Both parties have indicated the presence of several ATVs and snowmobiles.

It is recommended a determination by an independent third party at a selected date determined by the Court.

Note 22 - Tax Situation

It has been understood that the 2006 taxes were filed jointly. Thereafter the Federal Income Tax Returns have been filed as Married filing Separate. It has been stated that a 2006 refund in the approximate amount of \$110,125 is currently held by Eric Nelson's attorney in a separate bank account.

Note 23 - Bank Accounts

It is recommended that all of the Banking Accounts be brought up to a date determined by the Court and that all transactions be reviewed for subsequent transactions.

Note 24 - AZ-31 Gateway Lots

The property in this account consists of the following:

1. 29 parcels that are titled to the Lynita Trust.
2. 8 parcels where the Lynita Trust has a 25% interest, Harbor Investments has a 25% interest, Louis Walter has a 25% interest, and Gary & Margaret Zahlen have a 25% interest.
3. 2 lots that were in foreclosure. As of the date of this report, we have not received documentation relating to the disposition of the foreclosure proceedings.
4. 7 lots from Joan Ramos. Joan Ramos filed bankruptcy and all lots were to be deeded back to Lynita's Trust. As of the date of this report, all seven lots are currently in the name of "Ramos Joan B Trustee".

1 **NOTC**

2 Larry L. Bertsch, CPA, CFF
3 Nicholas S. Miller, CFE
4 LARRY L. BERTSCH, CPA & ASSOCIATES
5 265 East Warm Springs Rd., Suite 104
6 Las Vegas, Nevada 89119
7 Telephone: (702) 471-7223
8 Facsimile: (702) 471-7225

9 *Forensic Accountants*

10 **DISTRICT COURT**
11 **FAMILY DIVISION**
12 **CLARK COUNTY, NEVADA**

13 **ERIC L. NELSON,**

14 *Plaintiff,*

Case No. D-09-411537-D
Dept. O

15 **v.**

16 **LYNITA SUE NELSON,**

17 *Defendant.*

**NOTICE OF FILING CORRECTED
ASSET SCHEDULE BY OWNERSHIP**

18 Larry L. Bertsch, CPA, CFF, and Nicholas S. Miller, CFE, of the accounting firm of LARRY
19 L. BERTSCH, CPA & ASSOCIATES, file the attached Corrected Asset Schedule by Ownership to
20 correct the copy provided in open Court at the hearing on October 11, 2011. A copy of the corrected
21 asset schedule is attached as Exhibit "A."

22 DATED this 23 day of December, 2011.

23 **LARRY L. BERTSCH CPA & ASSOCIATES**

24 

25 Larry L. Bertsch, CPA, CFF
26 Nicholas S. Miller, CFE
27 265 East Warm Springs Rd., Suite 104
28 Las Vegas, Nevada 89119

Forensic Accountants

CERTIFICATE OF SERVICE

I certify that on the 23rd day of December, 2011, I mailed a copy of the foregoing NOTICE OF FILING CORRECTED ASSET SCHEDULE BY OWNERSHIP to the following at their last known address, by depositing the same in the United States mail in Las Vegas, Nevada, first class postage prepaid and addressed as follows:

Rhonda K. Forsberg, Esq.
IVEY FORSBERG & DOUGLAS
1070 West Horizon Ridge Parkway, #100
Henderson, NV 89012
Attorneys for Plaintiff Eric L. Nelson

Robert P. Dickerson, Esq.
THE DICKERSON LAW GROUP
1745 Village Center Circle
Las Vegas, NV 89134
Attorneys for Defendant Lynita Sue Nelson

Mark A. Solomon, Esq.
Jeffery P. Luszeck, Esq.
SOLOMON DWIGGINS FREER &
MORSE, LTD.
9060 W. Cheyenne Avenue
Las Vegas, NV 89129
Attorneys for Eric L. Nelson Nevada Trust

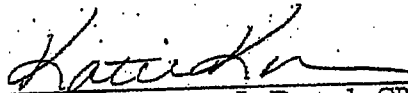
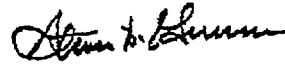

An employee of Larry L. Bertsch, CPA & Associates

EXHIBIT A

LSNA000025

Eric Nelson			1,159,769	As of 3/31/2011
	Approximate Cash		139,500	Agreed Earlier
Trust	AZ-29 Gateway Lots		4,000,000	Court Accepted
	Russell Road Property (65%)		35,000	Face Value
Individually	Family Members		200,000	Face Value
	Nikki Cvintavich		1,602,171	Costs (Appraisal \$925,000)
Banone	2911 Bella Kathryn Circle (Residence)		1,184,236	Costs
	17 Nevada Rental Properties		629,221	Costs
	21 Arizona Rental Properties		720,761	Face Value
	Notes Receivable		284,122	Costs
Banone-AZ	8 Properties		1,568,000	Settlement
Dynasty	Silver Slipper Casino		607,775	Appraisal
	Mississippi Property (121.23 acres)		12,130,555	
* SEE ATTACHED DISCRIPTION OF LIABILITIES				
Lynita Nelson			1,071,035	As of 3/31/2011
	Approximate Cash		725,000	Preliminary Appraisal
Trust	7065 Palmyra (Residence)		139,500	Agreed to Value Earlier
	AZ-31 Gateway Lots		75,000	Agreed to Value Earlier
	5913 Pebble Beech (Sisters House)		405,000	Appraisal
	Wyoming - 200 acres		40,000	Agreed to Value Earlier
	830 Arnold Ave. Greenville, Miss		559,042	Appraisal
	Mississippi Property - RV Park		870,193	Appraisal
	Mississippi		21,204	Appraisal (\$127,226)
	Grotta 16.67% (25.37 acres)		3,905,974	
Eric and Lynita (Each Trust owns 50%)				
Trust			985,000	Appraisal
	Brianhead Cabin		1,145,000	Appraisal
	3611 Lindell (Office Complex)		560,900	Appraisal
	Mississippi Property (Emerald Bay)		2,690,900	

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CLERK OF THE COURT

1 MOT
2 THE DICKERSON LAW GROUP
3 ROBERT P. DICKERSON, ESQ.
4 Nevada Bar No. 000945
5 JOSEF M. KARACSONYI, ESQ.
6 Nevada Bar No. 010634
7 1745 Village Center Circle
8 Las Vegas, Nevada 89134
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11 Email: info@dickersonlawgroup.com
12 Attorneys for LYNITA SUE NELSON

8 EIGHTH JUDICIAL DISTRICT COURT
9 FAMILY DIVISION

10 CLARK COUNTY, NEVADA

11 ERIC L. NELSON,

12 Plaintiff/Counterdefendant,

13 v.

14 LYNITA SUE NELSON,

15 Defendant/Counterclaimant.

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

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

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

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

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

26 v.

LSNA000027

1 LYNITA SUE NELSON and ERIC
2 NELSON,

3 Purported Cross-Defendant and
4 Counterdefendant,

5 LYNITA SUE NELSON,

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

8 v.

9 ERIC L. NELSON, individually and as the
10 Investment Trustee of the ERIC L. NELSON
11 NEVADA TRUST dated May 30, 2001; the
12 ERIC L. NELSON NEVADA TRUST dated
13 May 30, 2001; LANA MARTIN, individually,
14 and as the current and/or former Distribution
15 Trustee of the ERIC L. NELSON NEVADA
16 TRUST dated May 30, 2001, and as the
17 former Distribution Trustee of the LSN
18 NEVADA TRUST dated May 30, 2001);

19 Counterdefendant, and/or
20 Cross-Defendants, and/or
21 Third Party Defendants.

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

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

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

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

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

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

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

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

12 DATED this 5th day of June, 2013.

13 THE DICKERSON LAW GROUP

14
15 By Robert P. Dickerson
16 ROBERT P. DICKERSON, ESQ.
17 Nevada Bar No. 000945
18 JOSEF M. KARACSONYI, ESQ.
19 Nevada Bar No. 010634
20 1745 Village Center Circle
21 Las Vegas, Nevada 89134
22 Attorneys for LYNITA SUE NELSON
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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

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. FACTUAL STATEMENT

3 On June 3, 2013, this Court issued its Decree of Divorce ("Decree"), which was
4 fifty (50) pages in length and contained extensive and detailed findings and Court
5 Orders. In the Decree, Lynita was awarded lump sum alimony in the amount of
6 \$800,000.00, child support arrears in the amount of \$87,775.00, and attorneys' fees in
7 the amount of \$144,967.00 from Eric and the ELN Trust (for a total amount owed to
8 Lynita of \$1,032,742.00). The Court also ordered that Eric and the ELN Trust pay the
9 outstanding balance owed to Mr. Bertsch in the amount of \$35,258.00. All of the
10 aforementioned sums were ordered to be paid within thirty (30) days of the issuance of
11 the Decree from the approximately \$1,568,000.00 which was previously¹ enjoined in
12 Mr. Stephens' trust account.

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

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

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

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

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

25 ...

26 ...

27
28 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.

1 II. LEGAL ANALYSIS

2 Nevada Revised Statutes, Section 125.240 (2013), provides:
3 NRS 125.240 Enforcement of judgment and orders: Remedies. The final
4 judgment and any order made before or after judgment may be
5 enforced by the court by such order as it deems necessary. A receiver
6 may be appointed, security may be required, execution may issue, real or
7 personal property of either spouse may be sold as under execution in other
8 cases, and disobedience of any order may be punished as a contempt.

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

12 It is necessary that the Court issue an Order requiring Mr. Stephens' to
13 immediately pay to Lynita the \$1,032,742.00 she is entitled to from the approximately
14 \$1,568,000.00 being held in Mr. Stephens' trust account, and to pay to Mr. Bertsch the
15 sum of \$35,258.00. In the event Eric and/or the ELN Trust have already received the
16 \$1,568,000.00 in Mr. Stephens' trust account, the Court should issue an Order
17 requiring the ELN Trust and/or Eric to pay Lynita her \$1,032,742.00, and Mr. Bertsch
18 his \$32,258.00, from said funds immediately. Such Orders are necessary to enforce the
19 Court's Decree, and prevent the dissipation of the funds Lynita and Mr. Bertsch are
20 entitled to receive. Without such an Order, the Court's concerns that Lynita may never
21 actually receive her lump sum alimony, child support arrears, and attorneys' fees, or will
22 be delayed in her receipt of same, are likely to be realized.

23 Eric and the ELN Trust have no valid objection to the requests for relief made
24 herein. Lynita is simply requesting receipt of the monies awarded to her in the Court's
25 Decree, and that Mr. Bertsch receive the monies ordered to be paid to him in the
26 Decree, to which Eric and the ELN Trust have no right or interest. If Eric or the ELN
27 Trust oppose these requests it will only make it more clear why such Orders are
28 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.

1 III. CONCLUSION

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

4 1) An Order directing that \$1,032,742.00 and \$35,258.00 be paid directly to
5 Lynita and Mr. Bertsch from the \$1,568,000.00 being held by Mr. Stephens, in
6 accordance with this Court's Decree of Divorce entered June 3, 2013;

7 2) In the alternative, if the \$1,568,000.00 has already been transferred by Mr.
8 Stephens to Ms. Martin and the ELN Trust, and/or Eric, for an Order directing Ms.
9 Martin and Eric to immediately transfer the sum of \$1,032,742.00 to Lynita and
10 \$35,258.00 to Mr. Bertsch; and

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

12 Dated this 5th day of June, 2013.

13 Respectfully Submitted by:

14 THE DICKERSON LAW GROUP

15 By Robert P. Dickerson
16 ROBERT P. DICKERSON, ESQ.
17 Nevada Bar No. 000945
18 JOSEF M. KARACSONYI, ESQ.
19 Nevada Bar No. 010634
20 1745 Village Center Circle
21 Las Vegas, Nevada 89134
22 Attorneys for LYNITA SUE NELSON
23
24
25
26
27
28

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").

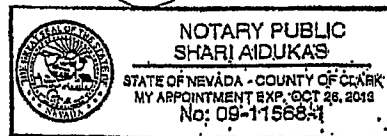
3. I have read the Motion prepared by my counsel and swear, to the best of my knowledge, that the facts as set forth therein are true and accurate, save and except any fact stated upon information and belief, and as to such facts I believe them to be true. I hereby reaffirm said facts as if set forth 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.

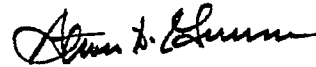
FURTHER AFFIANT SAYETH NAUGHT.

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.




CLERK OF THE COURT

0001
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 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.

1 LYNITA SUE NELSON and ERIC
2 NELSON,

3 Purported Cross-Defendant and
4 Counterdefendant,

5 LYNITA SUE NELSON,

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

8 v.

9 ERIC L. NELSON, individually and as the
10 Investment Trustee of the ERIC L. NELSON
11 NEVADA TRUST dated May 30, 2001; the
12 ERIC L. NELSON NEVADA TRUST dated
13 May 30, 2001; LANA MARTIN, individually,
14 and as the current and/or former Distribution
15 Trustee of the ERIC L. NELSON NEVADA
16 TRUST dated May 30, 2001, and as the
17 former Distribution Trustee of the LSN
18 NEVADA TRUST dated May 30, 2001);
19 NOLA HARBER, individually, and as the
20 current and/or former Distribution Trustee
21 of the ERIC L. NELSON NEVADA TRUST
22 dated May 30, 2001, and as the current
23 and/or former Distribution Trustee of the
24 LSN NEVADA TRUST dated May 30, 2001;
25 ROCHELLE McGOWAN, individually;
26 JOAN B. RAMOS, individually; and DOES I
27 through X,

28 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.

EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE WHY ERIC
NELSON SHOULD NOT BE HELD IN CONTEMPT FOR VIOLATIONS OF
JUNE 3, 2013 DECREE OF DIVORCE
AND JUNE 19, 2013 ORDER
AND
MOTION FOR A FINDING OF CONTEMPT, FOR IMPLEMENTATION OF
THE PENALTIES OF CONTEMPT, FOR FEES AND COSTS, AND FOR
OTHER RELATED RELIEF

1 COMES NOW Defendant, LYNITA SUE NELSON ("Lynita"), by and
2 through her counsel, ROBERT P. DICKERSON, ESQ., and KATHERINE L.
3 PROVOST, ESQ., of THE DICKERSON LAW GROUP, and does hereby move this
4 Court for the following relief:

5 1) For the issuance of an Order to Show Cause *ex parte* so as to allow
6 for an evidentiary proceeding on the issue of Eric Nelson's contempt at the time of
7 hearing on the Motion, or if the Court will not issue the Order to Show Cause *ext parte*
8 to issue then to set this Motion on the first available hearing date and issue the Order
9 to Show Cause at that hearing;

10 2) For an Order requiring Plaintiff, ERIC L. NELSON, to Show Cause
11 why he should not be held in Contempt of Court for his violations of this Court's June
12 3, 2013 Decree of Divorce (the "Decree") as specified in this Motion;

13 3) For an Order requiring Plaintiff, ERIC L. NELSON, to Show Cause
14 why he should not be held in Contempt of Court for his violations of this Court's June
15 19, 2013 Decree of Divorce (the "Decree") as specified in this Motion;

16 4) For a finding of contempt for each violation of the Decree and
17 implementation of the penalties for contempt found in NRS 22.010;

18 5) For an Order requiring immediate payment of all child support due
19 and owing to Lynita, together with all applicable penalties and interest due thereon;

20 6) For an Order requiring the turn-over of all rents received by
21 Banone, LLC since June 3, 21013 to Lynita;

22 7) For an Order authorizing Lynita to collect all rents owed to
23 Banone, LLC from June 3, 2013;

24 8) For an Order awarding Lynita her actual attorneys' fees and costs
25 incurred in the preparation of this Motion, in the preparation of any Reply that might
26 become necessary should Eric Nelson oppose this Motion, and as incurred for any
27 hearings for this Motion; and

28 ...

1 9) For such other and further relief as this Court deems just and
2 proper under the circumstances.

3 This Ex Parte Application and Motion is made and based upon the
4 pleadings and papers already on file herein, the Points and Authorities attached hereto,
5 the Declarations submitted in support of this Motion, and any other evidence the
6 Court may adduce at the hearing on this matter.

7 DATED this 10th day of July, 2013.

8 THE DICKERSON LAW GROUP

9
10 By 

11 ROBERT P. DICKERSON, ESQ.
12 Nevada Bar No. 000945
13 KATHERINE L. PROVOST, ESQ.
14 Nevada Bar No. 008414
15 1745 Village Center Circle
16 Las Vegas, Nevada 89134
17 Attorneys for Defendant, LYNITA NELSON

18 NOTICE OF MOTION

19 PLEASE TAKE NOTICE that the undersigned will bring the MOTION
20 FOR A FINDING OF CONTEMPT, FOR IMPLEMENTATION OF THE PENALTIES
21 OF CONTEMPT, FOR FEES AND COSTS, AND FOR OTHER RELATED RELIEF
22 on for hearing before the above-entitled Court on the 15th day of
23 August, 2013, at the hour of 11:00 a.m., or as soon thereafter as
24 counsel may be heard.

25 DATED this 10th day of July, 2013.

26 THE DICKERSON LAW GROUP

27 By 

28 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

1 POINTS AND AUTHORITIES

2 I. FACTUAL STATEMENT

3 As this Court is well aware of the history of this case and the parties
4 involved Lynita will not repeat the same here. On June 3, 2013, this Court issued its
5 Decree of Divorce ("Decree"), which was fifty (50) pages in length and contained
6 extensive and detailed findings and Court Orders. Concerning child support, the
7 specific Decree Orders which are at issue in this Motion are the following:

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

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

13 On June 12, 2013 Lynita's counsel sent a letter to Eric's counsel
14 concerning Eric's child support obligations. Exhibit 1. Despite this Court's clear
15 Order as well as counsel's reminder of this obligation, Eric has not paid Lynita either
16 the \$2,080 required to satisfy his June child support obligation or the \$1,058 which
17 was ordered to be paid on July 1, 2013. During the same time period in which Eric
18 failed to satisfy his aforementioned child support obligations he somehow had the
19 monies available to take a three (3) of the parties' children on a two (2) week trip to
20 Thailand. Additionally, he is believed to have received \$500,000 of the \$1,568,000
21 which was previously enjoined in David Stephens' trust account, if not access to the
22 entirety of the \$1,568,000 plus interest accrued thereon, as the same has been received
23 by the Eric L. Nelson Nevada Trust, of which Eric is the Investment Trustee and
24 ultimate controller.

25 In addition to Eric's violations of the specific orders of the Decree
26 concerning child support, Eric has knowingly interfered with and violated this Court's
27 Order concerning the ultimate property division in this action. This Court's Decree
28 awards to Lynita all of the Banone, LLC assets, which is inclusive of the remaining

1 thirteen (13) Las Vegas rental properties¹ located in Las Vegas and at least one (1)
2 bank account held at Bank of America for the deposit of the rents from the Banone,
3 LLC properties. Specifically the Decree states:

4 IT IS FURTHER ORDERED that the following
5 properties shall remain in or be transferred to the LSN
6 Trust:

7 Banone, LLC

\$1,184,236

8 Following this Court's June 3, 2013 award of the Banone, LLC assets to
9 Lynita, Lynita's counsel delivered individually addressed letters, one of which is
10 attached as Exhibit 2, to all of the Banone, LLC tenants. This letter informed the
11 tenants of the change of ownership to the Banone, LLC rental property and instructed
12 for all rents to be paid to Lynita through her counsel's office. After receiving the
13 referenced letter many of the Banone, LLC tenants contacted Lynita and, as instructed,
14 began to take action to have their rental payments paid to Lynita. AS the new
15 landlord, Lynita began to pay for and take care of any tenant maintenance issues. This
16 is exactly what this Court contemplated would occur as confirmed by its findings that
17 "based upon the property distribution that will be addressed hereinafter, Mrs. Nelson
18 will receive some income producing properties (Lindell, Russell Road, some of the
19 Banone, LLC properties)."

20 On July 1, 2013, despite the clear Order of this Court awarding Lynita the
21 Banone, LLC assets, Eric intentionally interfered with Lynita's newly formed
22 landlord/tenant relationships, personally delivering (or delivering through his brother,
23 Cal Nelson) to the Banone, LLC tenants the letter attached as Exhibit 3. Clearly, Eric
24 ...

25 ¹ There originally were fifteen (15) Banone, LLC rental properties. However, during the
26 pendency of the divorce action, in violation of the Joint Preliminary Injunction, Eric sold two (2) of the
27 Banone, LLC rental properties namely: 2209 Farmouth Circle (sold to employee, Rochelle McGowan's,
28 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.

1 was aware of the June 7, 2013 letter delivered by Lynita's counsel to the Banone, LLC
2 tenants, as his July 1, 2013 letter, signed personally by him, states:

3 "In response to a letter you may have received about
4 a change of Landlord, please continue to make payments to
5 Banone, LLC in the manner in which you have always paid
6 in the past. BANONE, LLC is still owner of record on your
7 property and will continue to receive and keep an
8 accounting of such payments.

9 If you have any questions, please contact Eric Nelson
10 directly at 702-682-8918 or via email at
11 ericnelson59@gmail.com"

12 While Lynita's counsel has issued a second letter to the Banone, LLC
13 tenants, as a result of Eric's interference, Lynita has received several frantic calls from
14 Banone, LLC tenants concerning their residency. Specifically, tenants have informed
15 Lynita that they are "afraid of getting kicked out if they choose to pay the wrong
16 person." These same tenants have informed Lynita that "Cal and Eric hand delivered
17 the letters and told them to keep paying them." Lynita is attempting to mitigate the
18 damage done by Eric through his most recent interference with this Court's orders by
19 personally contacting and meeting each of the Banone, LLC tenants. One such contact
20 resulted in Lynita learning from a tenant that due to Eric's letter, they believed her
21 attorney's letter was "just a scam." A second tenant informed Lynita that "her elderly
22 mother was so upset about thinking the money was gone and they would lose their
23 home." This same tenant additionally informed Lynita that they believed they were
24 "leasing their home and buying it back." Lynita cannot confirm what representations
25 Eric may or may not have made to the Banone, LLC tenants and as a result it is taking
26 Lynita multiple hours to try to rebuild a trusting relationship with her tenants.

27 On June 19, 2013 this Court held a hearing on Lynita's Motion for
28 Immediate Payment of Funds Belonging to Defendant Pursuant to Court's Decree to
Ensure Receipt of Same, and for Immediate Payment of Court Appointed Expert.
While Eric did not personally attend the hearing he was represented at the hearing by
his attorney, Rhonda Forsberg. At the conclusion of the hearing the Court issued its

1 Order which required the ELN Trust and Eric to pay to Lynita the sum of
2 \$1,032,742.00, within forty-eight (48) hours (by 5:00 p.m. on Friday, June 21, 2013).

3 Specifically, the Order stated:

4 IT IS FURTHER ORDERED that if said
5 \$1,568,000.00, or any portion thereof, has already been
6 transferred to Plaintiff, ERIC NELSON ("Eric"), and/or the
7 ELN Trust, the ELN Trust and Eric shall pay to Lynita or
8 her attorneys the sum of \$1,032,742.00, and shall pay to
9 Larry Bertsch the sum of \$35,258.00, within forty-eight
10 (48) hours of presentation of this Order upon Eric's and the
11 ELN Trust's counsel of record in this matter.

12 This Order was hand delivered to Ms. Forsberg by the Court's Marshal
13 in open court. Despite having received this clear and unambiguous Order, Eric has not
14 paid the monies due to Lynita. Apparently, Eric has once again determined it is
15 appropriate to ignore his Court Ordered obligations to his wife of nearly thirty (30)
16 years and to instead continue his gamesmanship at Lynita's expense. The ELN Trust
17 has obtained a stay from the Nevada Supreme Court of its obligation to make the
18 aforementioned \$1,032,742 payment to Lynita. However, there is no stay of the
19 Court's Order as it applies to Eric's obligation to issue this payment to Lynita.

20 II. LEGAL ANALYSIS

21 A. ERIC MUST BE ORDERED TO SHOW CAUSE WHY HE SHOULD 22 NOT BE HELD IN CONTEMPT OF COURT FOR HIS VIOLATIONS OF 23 THIS COURT'S JUNE 3, 2013 DECREE OF DIVORCE AND JUNE 19, 24 2013 ORDER

25 Nevada Revised Statutes, Section 22.010, enumerates the acts or
26 omissions which constitute contempt, as follows:

27 Acts or omissions constituting contempt. The
28 following acts or omissions shall be deemed contempt:

....

3. Disobedience or resistance to any lawful
writ, order, rule or process issued by the court or
judge at chambers.

....

1 When contempt is committed outside the immediate view and presence
2 of the court, NRS 22.030 and NRS 22.040 govern. NRS 22.030 provides in part:

3 2. If a contempt is not committed in the immediate
4 view and presence of the court or judge at chambers,
5 an affidavit must be presented to the court or judge
6 of the facts constituting the contempt, or a statement
7 of the facts by the masters or arbitrators.

8 NRS 22.040 Issuance of warrants of attachment and commitment:

9 When the contempt is not committed in the
10 immediate view and presence of the court or judge, a
11 warrant of attachment may be issued to bring the person
12 charged to answer, or, without a previous arrest, a warrant
13 of commitment may, upon notice, or upon an order to show
14 cause, be granted; and no warrant of commitment shall be
15 issued without such previous attachment to answer, or such
16 notice or order to show cause.

17 "Generally, an order for civil contempt must be grounded upon one's
18 disobedience of an order that spells out 'the details of compliance in clear, specific and
19 unambiguous terms so that such person will readily know exactly what duties or
20 obligations are imposed on him.'" Southwest Gas Corp. v. Flintkote Co.-U.S. Lime
21 Div., 99 Nev. 127, 131, 659 P.2d 861, 864 (1983), citing Ex Parte Slavin, 412 S.W.2d
22 43, 44 (Tex.1967), see also, System v. Sleeper, 100 Nev. 267, 679 P.2d 1273 (1984);
23 Cunningham v. Eighth Judicial Dist. Court of State of Nev., In and For Clark County,
24 102 Nev. 551, 729 P.2d 1328 (1986). An affidavit must be submitted at a contempt
25 proceeding, Awad v. Wright, 106 Nev. 407, 409, 794 P.2d 713, 715 (1990).

26 For a Court to find that a party is in contempt, that court must find that
27 the party wilfully disobeyed its orders. An order on which judgment of contempt is
28 based must be clear and unambiguous, and must spell out details of the compliance in
clear, specific, and unambiguous terms, so that person will readily know exactly what
duties are imposed on him.² Both the June 3, 2013 Decree of Divorce and June 19,

²See, Cunningham v. Eighth Judicial District of State of Nev., 102 Nev. 551, 729 P.2d 1328
(1986). See also, Southwest Gas Corp. v. Flintkote Co. - U.S. Lime Div., 99 Nev. 127, 659 P.2d 861
(1983).

1 2013 Order are such clear, specific, and unambiguous Orders. Further, this Court has
2 previously admonished Eric that he must comply with all of its orders or face the
3 penalties. *See* June 9, 2011 Order. Such admonishment was issued after Eric violated
4 the then existing temporary protective order which had been issued to protect Lynita
5 from Eric's never ending harassment. This admonishment came along with a specific
6 warning that any further violation of this Court's orders will result in a sentence
7 of twenty-five (25) days incarceration.

8 Eric has ignored this Court's admonishment and the Orders entered by
9 this Court regarding the payments which are due to Lynita and has actively interfered
10 with this Court's orders by his continued contact with the Banone, LLC tenants. Eric's
11 actions are contempt as defined by NRS 22.010 and for same he should be penalized.

12 NRS 22.100 dictates the penalties for contempt, as follows:

13 1. Upon the answer and evidence taken, the court or
14 judge or jury, as the case may be, shall determine whether
the person proceeded against is guilty of the contempt
charged.

15 2. Except as otherwise provided in NRS 22.110, if a
16 person is found guilty of contempt, a fine may be imposed
17 on him not exceeding \$500 or he may be imprisoned not
exceeding 25 days, or both.

18 3. In addition to the penalties provided in subsection 2,
19 if a person is found guilty of contempt pursuant to
20 subsection 3 of NRS 22.010, the court may require the
21 person to pay to the party seeking to enforce the writ, order,
rule or process the reasonable expenses, including, without
limitation, attorneys fees, incurred by the party as a result
of the contempt.

22 Based on his actions to date, it is evident that Eric has no intention of
23 complying with this Court's orders now, or at any time in the future, until he has
24 something to lose. His sole goal in life appears to be to keep Lynita from receiving the
25 benefits of this Court's Decree of Divorce, which would allow her to be self-supporting.
26 While it is questionable if even the threat of incarceration or incarceration itself will
27 cause Eric to become in compliance with this Court's orders, what is clear is that until
28 now Eric has scoffed at his court ordered obligations. Lynita requests that this Court

1 utilize its contempt authority to send a clear message to Eric that he is not above the
2 law, and cannot blatantly and openly disregard the Court's Orders and/or interfere with
3 this Court's orders. Accordingly, the Court should Order Eric to show cause why he
4 should not be held in Contempt of Court for each instance of Contempt identified
5 within this Motion. For each such act of contempt, Eric should be subject to the
6 penalties of NRS 22.010, including imprisonment (25 days per count) and monetary
7 sanctions. (\$500.00 per count).

8 B. ERIC SHOULD BE REQUIRED TO IMMEDIATELY PAY TO LYNITA THE
9 ENTIRETY OF PAST DUE CHILD SUPPORT OWED TOGETHER WITH
10 ALL APPLICABLE INTEREST AND PENALTIES

11 Eric is Court ordered to pay child support to Lynita. In June 2013 Eric
12 was to pay \$2,080 to Lynita as and for child support for their two (2) minor children.
13 Due to the emancipation of one (1) child, Eric's child support obligation decreased as
14 on July 1, 2013. On July 1, 2013 Eric was Court ordered to pay child support to
15 Lynita of \$1,058. Eric has not done so. Accordingly this Court should Order Eric to
16 make immediate payment of his delinquent child support arrears to Lynita, and
17 additionally apply the statutory mandatory penalty for delinquent payment of child
18 support (NRS 125B.095) and interest (NRS 125B.140), as detailed on the attached
19 MLAW Schedule of Arrears attached as Exhibit 4, and brought current to the date of
20 hearing.

21 C. ERIC SHOULD BE IMMEDIATELY ORDERED TO TURN OVER ALL
22 BANONE, LLC RENTS TO LYNITA AND FURTHER ADMONISHED AND
23 FINANCIALLY SANCTIONED FOR HIS INTERFERENCE WITH THIS
24 COURT'S ORDERS CONCERNING BANONE, LLC

25 Eric will not cease to violate this Court's Orders until he understands that
26 there is weight behind them. Eric has collected rents through Banone, LLC which
27 rightfully belong to Lynita. Eric should be ordered to account for all such rents and to
28 turn over the rents to Lynita, without any deductions for alleged expenses. Further,
this Court should enter an Order that cannot be misinterpreted by anyone which
authorizes Lynita to collect all rents due and owing to Banone, LLC as of June 3, 2013.
By the entry of such a clear Order that Lynita can present to the Banone, LLC tenants

1 she should be assured the ability to support herself and any expenses associated with
2 the rental properties awarded to her by the Decree. This Court should additionally
3 utilize its contempt powers to ensure Eric's compliance with its Orders.

4 D. LYNITA SHOULD BE AWARDED THE ENTIRETY OF HER FEES AND
5 COSTS FOR HAVING TO BRING THIS MATTER BEFORE THE COURT

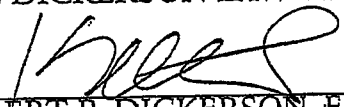
6 Eric's continued disobedience of this Court's Orders has exponentially
7 increased the "bad blood" and expense of this litigation. As this Motion became
8 necessary solely due to Eric's continued refusal to comply with the Court's Orders,
9 Lynita seeks relief under subsection 3 of NRS 22.100, which makes specific provision
10 for payment of reasonable expenses, including without limitation, attorneys' fees,
11 incurred as a result of a party's contemptuous actions. Similarly, authority for an
12 award of attorney's fees in this situation is found at NRS 125.240 which authorizes the
13 Court to enter any order necessary to enforce its own judgments. Based upon the
14 foregoing authority, Lynita requests that the Court issue an Order requiring Eric to pay
15 to Lynita her actual fees and costs incurred in this action. Lynita shall submit a
16 Memorandum of Fees and Costs to this Court following conclusion of the hearing as
17 it will be impossible to determine her total fees and costs until such time.

18 Pursuant to Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 349, 455
19 P.2d 31, 33 (1969), in awarding reasonable fees and costs to Lynita this Court will
20 need to make specific findings regarding the quality of her advocates, the character of
21 the work done in this motion, the work actually performed, and the result. To assist
22 the Court in making such findings, Lynita submits that this motion is only necessary
23 as a result of the behavior of Eric Nelson. Lynita's lead counsel charges a standard
24 hourly fee of \$550.00 for his services. Associate counsel's hourly fee is \$400.00. Both
25 fees are customary and reasonable in this locality for similarly situated persons and
26 cases and the amount of time spent by counsel in their representation of Lynita in this
27 action. Mr. Dickerson has been practicing law for 35 years, with the last 20 plus years
28 devoted to the practice of Family Law. He is a former President of the State Bar of

1 Nevada and Clark County Bar Associations and is AV rated both as to skill and ethics.
2 Ms. Provost has been licensed to practice law in Nevada since 2003. She is a Board
3 Certified Family Law Specialist as designated by the State Bar of Nevada and the
4 current Vice-Chair of the State Bar of Nevada, Family Law Executive Council. Ms.
5 Provost routinely lectures in various the areas of family practice. The Dickerson Law
6 Group is an AV Preeminent rated law firm, the highest level of professional
7 excellence. All attorneys at the firm have extensive trial experience and a reputation for
8 competency in family law litigation. The rates charged by Plaintiff's counsel are
9 reasonable in light of the experience of the law firm and the particular persons involved
10 in this action. These fees are generally in par with those charged in this community.

11 Dated this 10th day of July, 2013.

12 THE DICKERSON LAW GROUP

13 
14 ROBERT P. DICKERSON, ESQ.
15 Nevada Bar No. 000945
16 KATHERINE L. PROVOST, ESQ.
17 Nevada Bar No. 010634
18 1745 Village Center Circle
19 Las Vegas, Nevada 89134
20 (702) 388-8600
21 Attorneys for Defendant
22
23
24
25
26
27
28

1 DECLARATION IN SUPPORT OF
2 EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE WHY ERIC
3 NELSON SHOULD NOT BE HELD IN CONTEMPT FOR VIOLATIONS OF
4 JUNE 3, 2013 DECREE OF DIVORCE
5 AND JUNE 19, 2013 ORDER
6 AND
7 MOTION FOR A FINDING OF CONTEMPT, FOR IMPLEMENTATION OF
8 THE PENALTIES OF CONTEMPT, FOR FEES AND COSTS, AND FOR
9 OTHER RELATED RELIEF

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

12 1. I am the Defendant in this action, have personal knowledge of the
13 facts contained herein and I am competent to testify thereto. I swear, to the best of my
14 knowledge, that the facts as set forth therein are true and accurate.

15 2. I have read the Ex Parte Application for Order to Show Cause Why
16 Eric Nelson Should Not Be Held in Contempt for Violations of June 3, 2013 Decree
17 of Divorce and June 19, 2013 Order and Motion for a Finding of Contempt, for
18 Implementation of the Penalties of Contempt, for Fees and Costs, and for Other
19 Related Relief (the "Motion") filed by my counsel. I file this Declaration in support
20 of said Motion.

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

27 4. I have not received any payments from Eric Nelson in satisfaction
28 of either the June 2013 or July 2013 child support orders issued by this Court.

 5. In June 2013, at the same time as Eric owed me child support, he
took three (3) of our children on a two (2) week vacation to Thailand.

...

...

1 6. I have not received any payments from Eric Nelson in satisfaction
2 of this Court's June 19, 2013 Order requiring payment of \$1,032.742 to me by 5:00
3 p.m. on June 21, 2013.

4 7. Following this Court's June 3, 2013 Decree which awarded the
5 Banone, LLC assets to me, my counsel delivered individually addressed letters, one of
6 which is attached as Exhibit 2 to the Motion, to all of the Banone, LLC tenants. This
7 letter informed the tenants of the change of ownership to the Banone, LLC rental
8 property and instructed for all rents to be paid to me through my counsel's office.
9 After receiving the referenced letter many of the Banone, LLC tenants contacted me
10 and, as instructed, began to take action to have their rental payments paid to me. I
11 also began to take care of any maintenance issues any tenant contacted me about.

12 8. On July 1, 2013, despite the clear Order of this Court awarding me
13 the Banone, LLC assets, Eric intentionally interfered with my newly formed
14 landlord/tenant relationships, personally delivering (or delivering through his brother,
15 Cal Nelson) to the Banone, LLC tenants the letter attached as Exhibit 3 to the
16 Motion.

17 9. While my counsel has issued a second letter to the Banone, LLC
18 tenants, as a result of Eric's interference, I have received several frantic calls from
19 Banone, LLC tenants concerning their residency. Specifically, tenants have informed
20 me that they are "afraid of getting kicked out if they choose to pay the wrong person."
21 These same tenants have informed me that "Cal and Eric hand delivered the letters and
22 told them to keep paying them." I am attempting to mitigate the damage done by Eric
23 through his most recent interference with this Court's orders by personally contacting
24 and meeting each of the Banone, LLC tenants. One such contact resulted in my
25 learning from a tenant that due to Eric's letter, they believed my attorney's letter was
26 "just a scam." A second tenant informed me that "her elderly mother was so upset
27 about thinking the money was gone and they would lose their home." This same
28 tenant additionally informed me that they believed they were "leasing their home and

1 buying it back." I cannot confirm what representations Eric may or may not have
2 made to the Banone, LLC tenants and as a result it is taking me multiple hours to try
3 to rebuild a trusting relationship with my tenants.

4 I, LYNITA SUE NELSON, declare under penalty of perjury under the law
5 of the State of Nevada that the foregoing is true and correct.

6 Executed on: July 10, 13


LYNITA SUE NELSON

1 0001

2
3
4
5 DISTRICT COURT
6 CLARK COUNTY, NEVADA
7

8 ERIC L. NELSON

9 Plaintiff(s),

10 -VS-

11 LYNITA SUE NELSON

12 Defendant(s).

CASE NO. D411537

DEPT. NO. O

13 FAMILY COURT
14 MOTION/OPPOSITION FEE
15 INFORMATION SHEET
16 (NRS 19.0312)

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

18 MOTION FOR OPPOSITION TO Ex Parte Application for Order to Show Cause Why
19 Eric Nelson Should Not Be Held in Contempt for Violations of June 3, 2013 Decree of
20 Divorce and June 19, 2013 Order and Motion for a Finding of Contempt, for
21 Implementation of the Penalties of Contempt, for Fees and Costs, and for Other
22 Related Relief.

23 **Motions and**
24 **Oppositions to Motions**
25 **filed after entry of a final**
26 **order pursuant to NRS**
27 **125, 125B or 125C are**
28 **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

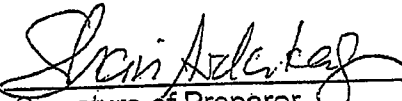
If you answered YES to any of the questions above, you are not subject to the \$25 fee.

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

LSNA000052

1 Dated this 10th of July, 2002013

2 Shari Aidukas
3 Printed Name of Preparer


Signature of Preparer

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

LSNA000053

EXHIBIT 1

LSNA000054

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 12, 2013

Rhonda K. Forsberg, Esq.
Radford J. Smith, Chtd.
64 N. Pecos Road # 700
Henderson, Nevada 89074
rforsberg@radfordsmith.com

VIA ELECTRONIC MAIL AND
U.S. MAIL

Re: *Nelson v. Nelson, et. al* (Case No. D-09-411537-D)

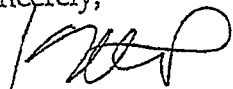
Dear Rhonda:

As I am certain you are aware, the June 3, 2013 Decree of Divorce issued by the Honorable Frank P. Sullivan established Eric Nelson's ongoing child support obligation for the parties' minor children. As Ordered by the Court, Eric Nelson is to pay to Lynita Clark Nelson \$2,080.00 as and for child support for the month of June 2013. This child support obligation is separate and apart from the significant child support arrears obligation which is to be paid to Ms. Clark Nelson within 30 days of the entry of the Decree. Please advise when you client intends to satisfy his June 2013 child support obligation.

Further, please ensure that the July 2013 child support payment of \$1,058.00 is paid to Ms. Clark Nelson in a timely manner, which is on or before July 1, 2013. Finally, I request that you specifically discuss with your client his ongoing child support obligation of \$1,058.00 per month, due on the 1st of every subsequent month though Carli Nelson's graduation from high school which is anticipated in June 2016 and advise him of the penalties of contempt of court if he fails to timely satisfy his child support obligation.

I thank you for attention and immediate action concerning the issues raised in this letter.

Sincerely,



Katherine L. Provost

cc: Lynita Nelson
Mark A. Solomon, Esq. - Counsel for ELN Nevada Trust u/a/d 5/20/01

LSNA000055

EXHIBIT 2

LSNA000056

THE DICKERSON LAW GROUP

ROBERT F. 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

Current Tenant
1301 Heather Ridge Rd.
North Las Vegas NV 89031

VIA CERTIFIED AND
U.S. MAIL

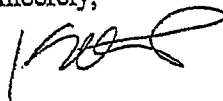
Re: NOTIFICATION OF CHANGE OF LANDLORD

Effective June 3, 2013, the property located at 1301 Heather Ridge Rd., North Las Vegas NV 89031 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) 569-3696.

Sincerely,



On behalf of the
LSN Nevada Trust

LSNA000057

EXHIBIT 3

LSNA000058

BANONE, LLC

3811 S. Lindell Road, Ste. 201
LAS VEGAS, NV 89103
702.362.3030 tel
702.227.0075 fax

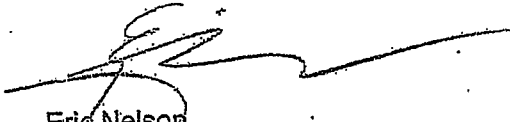
July 1, 2013

Dear Tenant:

In response to a letter you may have received about a change of Landlord, please continue to make payments to Banone, LLC in the manner in which you have always paid in the past. BANONE, LLC is still owner of record on your property and will continue to receive and keep an accounting of such payments.

If you have any questions, please contact Eric Nelson directly at 702-682-8918 or via email at ericnelson59@gmail.com

Sincerely,



Eric Nelson
Manager, Banone, LLC

LSNA000059