

Exhibit “A”


CLERK OF THE COURT

1 NEO
THE DICKERSON LAW GROUP
2 ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
3 KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
4 JOSEF M. KARACSONYI, ESQ.
Nevada Bar No. 010634
5 1745 Village Center Circle
Las Vegas, Nevada 89134
6 Telephone: (702) 388-8600
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7 Email: info@dickersonlawgroup.com
Attorneys for LYNITA SUE NELSON

DISTRICT COURT
FAMILY DIVISION

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

NOTICE OF ENTRY OF
INJUNCTIONS FROM
SEPTEMBER 4, 2013 HEARING

18
19 Necessary Parties (joined in this
action pursuant to Stipulation and
20 Order entered on August 9, 2011)
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LANA MARTIN, as Distribution Trustee)
of the ERIC L. NELSON NEVADA)
TRUST dated May 30, 2001,)

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

v.)

LYNITA SUE NELSON and ERIC)
NELSON,)

Purported Cross-Defendant and)
Counterdefendant,)

LYNITA SUE NELSON,)

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

v.)

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

Counterdefendants, and/or)
Cross-Defendants, and/or)
Third Party Defendants.)

1 NOTICE OF ENTRY OF INJUNCTIONS FROM SEPTEMBER 4, 2013
2 HEARING

3 TO: ERIC L. NELSON, Plaintiff; and

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

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

9 PLEASE TAKE NOTICE that INJUNCTIONS FROM SEPTEMBER 4, 2013
10 HEARING was entered in the above-entitled matter on September 6, 2013, a copy of
11 which is attached hereto.

12 DATED this 10th day of September, 2013.

13 THE DICKERSON LAW GROUP

14 By Josef Karacsonyi
15 ROBERT P. DICKERSON, ESQ.
16 Nevada Bar No. 000945
17 KATHERINE L. PROVOST, ESQ.
18 Nevada Bar No. 008414
19 JOSEF M. KARACSONYI, ESQ.
20 Nevada Bar No. 10634
21 1745 Village Center Circle
22 Las Vegas, Nevada 89134
23 Attorneys for Defendant
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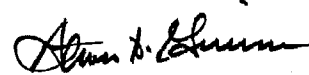
RECEIPT OF COPY of NOTICE OF ENTRY OF INJUNCTIONS FROM
SEPTEMBER 4, 2013 HEARING is acknowledged this 10 day of September,
2013.

SOLOMON DWIGGINS FREER & MORSE, LTD.

By: Mark A. Solomon
MARK A. SOLOMON, ESQ.
9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129
Attorneys for Distribution Trustee for the ELN
Trust

COPY

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CLERK OF THE COURT

1 ORDER
 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
 9 Telephone: (702) 388-8600
 10 Facsimile: (702) 388-0210
 11 Email: info@dickersonlawgroup.com
 12 Attorneys for LYNITA SUE NELSON

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

13 ERIC L. NELSON,)
 14)
 15 Plaintiff/Counterdefendant,)
 16 v.)
 17 LYNITA SUE NELSON,)
 18 Defendant/Counterclaimant.)

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

19)
 20 ERIC L. NELSON NEVADA TRUST)
 21 dated May 30, 2001, and LSN NEVADA)
 22 TRUST dated May 30, 2001,)
 23)
 24 Necessary Parties (joined in this)
 25 action pursuant to Stipulation and)
 26 Order entered on August 9, 2011))

27)
 28 LANA MARTIN, as Distribution Trustee of)
 the ERIC L. NELSON NEVADA TRUST)
 dated May 30, 2001,)
 Necessary Party (joined in this action)

1 pursuant to Stipulation and Order)
2 entered on August 9, 2011)/ Purported)
3 Counterclaimant and Crossclaimant,)
4 v.)
5 LYNITA SUE NELSON and ERIC)
6 NELSON,)
7 Purported Cross-Defendant and)
8 Counterdefendant)
9 _____)
10 LYNITA SUE NELSON,)
11 Counterclaimant, Cross-Claimant,)
12 and/or Third Party Plaintiff,)
13 v.)
14 ERIC L. NELSON, individually and as the)
15 Investment Trustee of the ERIC L. NELSON)
16 NEVADA TRUST dated May 30, 2001; the)
17 ERIC L. NELSON NEVADA TRUST dated)
18 May 30, 2001; LANA MARTIN, individually,)
19 and as the current and/or former Distribution)
20 Trustee of the ERIC L. NELSON NEVADA)
21 TRUST dated May 30, 2001, and as the)
22 former Distribution Trustee of the LSN)
23 NEVADA TRUST dated May 30, 2001);)
24 Counterdefendant, and/or)
25 Cross-Defendants, and/or)
26 Third Party Defendants.)

INJUNCTIONS FROM SEPTEMBER 4, 2013 HEARING

25 This matter coming on for hearing on this 4th day of September, 2013, before
26 the Honorable Frank P. Sullivan; ROBERT P. DICKERSON, ESQ., KATHERINE L.
27 PROVOST, ESQ., and JOSEF M. KARACSONYI, ESQ., of THE DICKERSON LAW
28 GROUP, appearing on behalf of Defendant, LYNITA NELSON (“Lynita”), and

1 Defendant being present; RHONDA K. FORSBERG, ESQ., of RADFORD J. SMITH,
2 CHTD., appearing on behalf of Plaintiff, ERIC NELSON ("Eric"), and Plaintiff being
3 present; and JEFFREY P. LUSZECK, ESQ., of SOLOMON, DWIGGINS, & FREER,
4 LTD., appearing on behalf of the Distribution Trustee of the ERIC L. NELSON
5 NEVADA TRUST ("ELN Trust"). The Court having reviewed and analyzed the
6 pleadings and papers on file herein, having researched the issues presently before the
7 Court, and having heard the arguments of counsel and the parties, and good cause
8 appearing therefore,

9 THE COURT HEREBY ORDERS that the request for a Charging Order against
10 any distributions from the ELN Trust to Eric is DENIED WITHOUT PREJUDICE at
11 this time, as the Court wants to perform additional research regarding same and may
12 impose such a Charging Order in the future.

13 IT IS FURTHER ORDERED that the request for a receiver over the ELN Trust
14 is DENIED.

15 IT IS FURTHER ORDERED that the requests for injunctive relief over the
16 properties awarded to Lynita in the Decree of Divorce are GRANTED pursuant to
17 NRCP 62(c) and NRS 33.010, as further set forth below.

18 IT IS FURTHER ORDERED that the injunction over the \$1,032,742.00
19 awarded to Lynita in the Decree of Divorce, and the \$35,258.00 ordered to be paid to
20 the Court appointed expert, Larry Bertsch, in the Decree of Divorce, previously
21 enjoined in David Stephens, Esq.'s trust account, is hereby RESTORED. The ELN
22 Trust shall transfer the \$1,032,742.00 and the \$35,258.00 (for a total of
23 \$1,068,000.00) into a blocked, interest bearing bank account by no later than Friday,
24 September 6, 2013 at 5:00 p.m. The parties shall attempt to reach an agreement on
25 the specific bank account in which such funds are to be enjoined, but absent an
26 agreement the Court will make such decision via a telephone conference with the
27 parties' counsel. In the event no agreement has been reached or decision issued by the
28 Friday, September 6, 2013, 5:00 p.m. deadline, the ELN Trust shall transfer said funds

1 temporarily into a separate, blocked bank account of its choosing by such deadline, and
2 provide documentation to the other parties evidencing that the monies have been
3 transferred as Ordered.

4 IT IS FURTHER ORDERED that the ELN Trust is enjoined from, and shall not,
5 encumber, sell, dispose of, liquidate, pledge as security, or make any other disposition
6 of the following assets awarded to Lynita, in whole or in part, in the Court's Decree of
7 Divorce until further Order of the Court:

8 (1) the promissory notes on the property located at 5220 E. Russell Road, Las
9 Vegas, Nevada 89122 (commonly referred to during these proceedings as the "Russell
10 Road Property");

11 (2) the JB Ramos Trust Note;

12 (3) the Grotta 16.67% interest;

13 (4) the Emerald Bay Mississippi property;

14 (5) all Mississippi Properties awarded to Lynita in the Decree of Divorce,
15 including, but not necessarily limited to, the properties described in Exhibit I,
16 attached hereto;

17 (6) the "Lindell Property" located at 3611 S. Lindell Road, Las Vegas, Nevada
18 89103;

19 (7) Banone, LLC, and the rental properties owned by Banone, LLC and
20 awarded to Lynita in the Decree of Divorce; and

21 (8) any and all other property held by the ELN Trust not specifically
22 referenced above which was awarded to Lynita in the Decree of Divorce.

23 If the ELN Trust has "leveraged" any of the aforementioned properties since the entry
24 of the Decree of Divorce as stated by its Investment Trustee, Eric, in Open Court, it
25 is ORDERED to immediately take steps to remove or undo any such "leveraging" or
26 encumbrances, and to ensure that title to said properties is clean and clear.

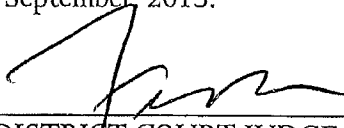
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1 IT IS FURTHER ORDERED that the ELN Trust's request for a stay of the
2 Injunctions contained herein is DENIED.

3 DATED this 6th day of September, 2013.

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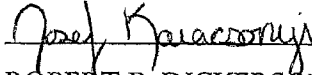

DISTRICT COURT JUDGE

Submitted by:

Approved as to Form and Content:

THE DICKERSON LAW GROUP

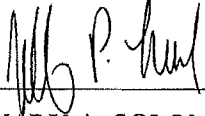
LAW OFFICE OF RADFORD J.
SMITH, CHTD.

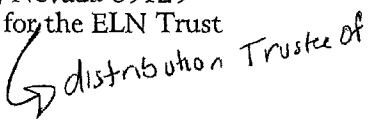
By 
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
JOSEF M. KARACSONYI, ESQ.
Nevada Bar No. 010634
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for Defendant

By _____
RHONDA K. FORSBERG, ESQ.
Nevada Bar No. 009557
64 N. Pecos Road #700
Henderson, Nevada 89074
Attorneys for Plaintiff

Approved as to Form and Content:

SOLOMON, DWIGGINS & FREER LTD.

By 
MARK A. SOLOMON, ESQ.
Nevada Bar No. 000418
JEFFREY P. LUSZECK, ESQ.
Nevada Bar No. 009619
9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129
Attorneys for the ELN Trust



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IT IS FURTHER ORDERED that the ELN Trust's request for a stay of the Injunctions contained herein is DENIED.

DATED this 6th day of September, 2013.



DISTRICT COURT JUDGE

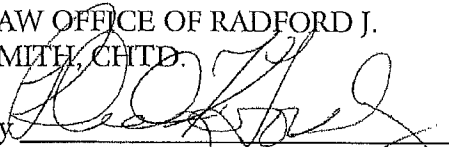
Submitted by:

Approved as to Form and Content:

THE DICKERSON LAW GROUP

LAW OFFICE OF RADFORD J. SMITH, CHTD.

By _____

By 

ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
JOSEF M. KARACSONYI, ESQ.
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Attorneys for Defendant

RHONDA K. FORSBERG, ESQ.
Nevada Bar No. 009557
64 N. Pecos Road #700
Henderson, Nevada 89074
Attorneys for Plaintiff

Approved as to Form and Content:

SOLOMON, DWIGGINS & FREER LTD.

By _____

MARK A. SOLOMON, ESQ.
Nevada Bar No. 000418
JEFFREY P. LUSZECK, ESQ.
Nevada Bar No. 009619
9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129
Attorneys for the ELN Trust

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EXHIBIT I

The following described real property situated in the Hancock County, Mississippi, and being more particularly described as follows:

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

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

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

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

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

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

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

1 PARCEL 8: All of the right, title and interest, including riparian rights, in and to any
2 property lying East and Southeast of Beach Boulevard and East and Southeast of any
3 of parcels of property described above.

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

6 All right, title and interest in and to the following described property located
7 in Hancock County, Mississippi, and being more particularly described as follows, to-
8 wit:

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

12 Commencing at the intersection of the North right of way of Lakeshore Road with the
13 Northwesterly right of way of Beach Boulevard; thence North 23 degrees 37 minutes
14 44 seconds along the Northwesterly right of way of Beach Boulevard, 545.00 feet to
15 a point, said point being the place of beginning; thence South 23 degrees 37 minutes
16 44 seconds West along fence line 89.60 feet to a fence corner; thence North 65 degrees
17 58 minutes 44 seconds West along fence line 146.30 feet to a fence corner; thence
18 North 22 degrees 24 minutes 59 seconds East along fence line 169.29 feet to a fence
19 corner; thence South 64 degrees 09 minutes 25 seconds East along a fence line 150.00
20 feet to a point on the Northwesterly right of way of Beach Boulevard; thence South 32
21 degrees 37 minutes 44 seconds West along the Northwesterly right of way of Beach
22 Boulevard and a fence line 75 feet to the place of beginning. Containing 24,703 square
23 feet of land, more or less. LESS AND EXCEPT that portion previously conveyed to
24 Norman Du'Rapau on September 2, 1971, and recorded in Book W-9, Page 271, Deed
25 Records of Hancock County, Mississippi.

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

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

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

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
JUDGE,
10

11 Respondents,

12 and

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

15 Real Parties in Interest.

Electronically Filed
May 15 2014 09:39 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

Case No. 63432

16 **REQUEST FOR BRIEF EXTENSION OF TIME FOR FILING OF REPLY**
17 **AND CONSIDERATION OF REPLY**
18 **AND**
19 **REPLY TO OPPOSITION TO MOTION FOR RULING ON REQUESTS**
20 **FOR STAYS AND/OR TO DISSOLVE TEMPORARY STAYS**

21 **THE DICKERSON LAW GROUP**

22 ROBERT P. DICKERSON, ESQ.
23 Nevada Bar No. 000945
24 JOSEF M. KARACSONYI, ESQ.
25 Nevada Bar No. 010634
26 KATHERINE L. PROVOST, ESQ.
27 Nevada Bar No. 008414
28 1745 Village Center Circle
Las Vegas, NV 89134
Telephone: (702) 388-8600
Attorneys for Real Parties in Interest
LYNITA NELSON and the LSN NEVADA
TRUST dated May 30, 2001

1 **I. REQUEST FOR EXTENSION OF TIME AND CONSIDERATION**

2 On April 18, 2014, Real Party In Interest, Lynita S. Nelson (“Lynita”),
3 submitted for filing her Motion for Ruling on Requests for Stays and/or to Dissolve
4 Temporary Stay (“Motion”) in the instant matter, and her Motion to Dissolve
5 Temporary Stay in the second case pending before this Court (Case No. 63545)
6 involving the same parties and same underlying action. On April 24, 2014, Petitioner,
7 Nola Harber, as Distribution Trustee of the ELN Nevada Trust (“ELN Trust”), was
8 granted telephonic extensions in both cases to file oppositions.

9 On May 6, 2014, the ELN Trust’s Opposition in the instant matter was
10 electronically filed, and on May 7, 2014, the ELN Trust’s Opposition in Case No.
11 63545 was electronically filed. Undersigned counsel inadvertently calendered the
12 due date for any desired replies to the Oppositions in both cases for May 14, 2014,
13 based upon the filing and notice date of the Opposition in Case No. 63545.
14 Undersigned counsel learned of the error when he contacted the Supreme Court
15 Clerk’s office on May 14, 2014 to request a telephonic five (5) day extension to file
16 the replies, and was informed that the reply in the instant matter was due one (1) day
17 earlier (thereby precluding the Clerk from granting the requested extension in the
18 instant matter telephonically). Undersigned counsel respectfully and humbly requests
19 that the Court consider the reply memorandum set forth below, and grant a one (1)
20 day extension for the filing of same after the deadline pursuant to NRAP 26(b)(1)(A).

21 **II. REPLY MEMORANDUM**

22 A. Facts and Procedural History

23 The ELN Trust asserts at page 3, lines 3-4 of its Opposition that “Lynita has
24 taken great liberty with what occurred at the trial and pertinent provisions of the
25 Decree of Divorce” Lynita and the ELN Trust have, in multiple filings, set forth
26 their respective summaries of the facts and underlying procedural history. Lynita is
27 confident that the Decree of Divorce entered by the District Court, as well as the
28 various other transcripts and records submitted by the parties, support and verify the

1 factual recitations made by Lynita throughout this case and in her Motion. That being
2 said, it must be pointed out that the ELN Trust’s statement at page 4, lines 4-6 that
3 “Lynita’s contention that the ELN Trust ‘violated the District Court’s injunction’
4 [citation omitted], is simply not true and is not a finding in the Decree of Divorce,”
5 inaccurately states Lynita’s contention. The relevant provision of Lynita’s Motion
6 which the ELN Trust cites states that the District Court found that Eric “violated the
7 District Court’s injunction.” This finding cannot be disputed and clearly appears at
8 page 25, lines 13-16 of the Decree (attached as Exhibit “A” to Lynita’s Motion):

9 THE COURT FURTHER FINDS that Mr. Nelson’s deplorable behavior
10 also included an open and deliberate violation of the Joint Preliminary
11 Injunction that has been in place since May 18, 2009. On 12/28/2009,
12 Mr. Nelson purchased the Bella Kathryn property and subsequently
13 purchased the adjoining lot on 8/11/2010. Currently, with
14 improvements to the properties factored in, a total of \$1,839,497 has
15 been spent on the Bella Kathryn property.

16 Finally, the ELN Trust insinuates that this Court has already entered a final
17 ruling on the ELN Trust’s requests for temporary stays, arguing at page 2, lines 14-
18 20, “While it is true that this Court’s initial Order Directing Answer and Granting
19 Temporary Stay entered June 21, 2013, was granted in part to allow for the ‘receipt
20 and consideration of any opposition to the stay motion and the answer to the writ
21 petition,’ the Order Extending Temporary Stay granted entered June 26, 2013,
22 contains no such condition.” This argument is nonsensical as the Order Extending
23 Temporary Stay granted June 26, 2013, was entered only to extend the June 21, 2013
24 Order to the Decree of Divorce to prevent a loophole or technicality from rendering
25 the June 21, 2013 temporary stay ineffective. The June 26, 2013 Order was also
26 entered before Lynita’s opposition to the request for temporary stay was due, and
27 there was no indication in such Order that the Court no longer intended to allow for,
28 or consider, an opposition from Lynita, which opposition was referenced in the June
21, 2013 Order entered just five (5) days prior.

27 . . .
28 . . .

1 B. Legal Analysis

2 1. The ELN Trust does not have a likelihood of success on the merits.

3 The ELN Trust argues that it has a likelihood of success on the merits because
4 the District Court did not specifically invalidate the ELN Trust in its Decree. As
5 pointed out in Lynita's Motion, the District Court has unequivocally stated that it
6 could have set aside the parties' trusts at multiple hearings since entry of the Decree.
7 Additionally, the findings in the Decree clearly demonstrate that the District Court
8 could have set aside the parties' trusts based on the evidence presented at trial.

9 More importantly, the ELN Trust ignores the fact that the District Court, in its
10 lengthy and detailed Decree, divided property by imposing constructive trusts over
11 those properties wrongfully taken by Eric from the LSN Trust. Assuming purely for
12 the sake of argument that the ELN Trust was and is a valid self-settled spendthrift
13 trust, that would not allow for Eric and the ELN Trust to convert money and property
14 from Lynita and the LSN Trust without consequence. The ELN Trust has not, and
15 cannot, explain how being a self-settled spendthrift trust would foreclose Lynita from
16 recovering the property wrongfully taken from her and the LSN Trust during the
17 course of the parties' marriage.

18 2. Lynita is suffering irreparable harm from the continued imposition of a
19 stay.

20 The ELN Trust argues that Lynita is not irreparably harmed by the continued
21 imposition of a temporary stay because she has real property in her trust with a value
22 of over \$3,000,000, she just sold her residence, and she "has squandered millions of
23 dollars since the initiation of the divorce proceeding in 2009." Such arguments
24 should be wholly disregarded by this Court.

25 To begin, approximately \$800,000 of the \$2,091,178.64 the ELN Trust alleges
26 that Lynita "squandered" was spent defending herself in the underlying divorce
27 action. See Exhibit "P" to Motion. Of course, Lynita's attorney's fees and costs were
28 exponentially increased by Eric's oppressive litigation tactics which are well

1 documented in the Decree. Even assuming Lynita spent every remaining cent of the
2 \$2,091,178.64 (approximately \$1,291,178) on her support and the support of the
3 minor children from 2009 through 2012 (a period of four (4) years), she would have
4 spent on her support approximately \$548,319 less than Eric spent on the purchase and
5 improvement of a new residence **alone** during the pendency of the divorce action, and
6 in violation of the District Court's Joint Preliminary Injunction.

7 The ELN Trust also overstates the value and availability of the assets in the
8 LSN Trust. For example, one-half (1/2) of the Lindell Property which was awarded
9 to Lynita is held in the name of the ELN Trust, and has not been transferred due to
10 the temporary stay in effect in Case No. 63545. Lynita cannot sell such property
11 since she does not have her entire interest in same, nor could she readily sell the
12 Brianhead cabin because the other one-half (1/2) interest is held by the ELN Trust.
13 Those two (2) properties alone account for 43.7% of the properties the ELN Trust
14 argues are available to the LSN Trust and Lynita.

15 The ELN Trust cannot reconcile its position on one hand that Lynita should be
16 required to liquidate the real property in the LSN Trust for her support (thereby
17 depleting her holdings and jeopardizing her ability to support herself in the same
18 lifestyle the parties enjoyed during nearly 30 years of marriage for any significant
19 period of time), and on the other hand that land and real property is unique and
20 valuable, and that the ELN Trust should not be required to transfer same to Lynita
21 until a ruling on its writ petition in Case No. 63545. The ELN Trust's position is
22 essentially as follows: Eric and the ELN Trust must be permitted to preserve all of the
23 real property titled in the ELN Trust which was awarded to Lynita pending a final
24 disposition of this matter so that such real property is not diminished, altered or sold,
25 but Lynita should, in the meantime, be required to dispose of the real property
26 awarded to her and in her possession to support herself while she awaits for the ELN
27 Trust and Eric to complete litigating. Such a result would be grossly inequitable, and
28 cannot be sanctioned by this Court.

1 Finally, the ELN Trust's allegations that Lynita mislead the Court in her
2 Motion as to her income, and intentionally withheld information regarding her receipt
3 of child support and very limited rental income, is unsupportable. In fact, Lynita
4 specifically mentioned the child support she is receiving in her Motion, pointing out
5 how Eric has on several occasions paid same from Banone, LLC, which holds rental
6 properties awarded to Lynita. If anything, it is the ELN Trust who has attempted to
7 mislead this Court by even mentioning the limited monies which have been received
8 by Lynita for rents, because as the ELN Trust is aware, Lynita has not received any
9 rent checks from the ELN Trust other than the limited checks listed in the Opposition,
10 the last of which was received in August 2013 (over eight (8) months ago).

11 3. The ELN Trust is receiving the benefits of the Decree while all awards
12 to Lynita from the ELN Trust are stayed.

13 The ELN Trust asserts that it is not benefitting from this Court staying the
14 payment of \$1,032,742. While it is true that such monies are currently frozen and that
15 the ELN Trust does not have access to same, the ELN Trust has absolutely accepted
16 all benefits of the Decree and has benefitted from the continued use of the real
17 property awarded to Lynita held in the name of the ELN Trust. For example, Eric
18 and/or the ELN Trust have received the additional approximately \$500,000 from the
19 monies which were enjoined by the Court in David Stephens, Esq.'s trust account
20 prior to entry of the Decree, while Lynita's portion of such enjoined funds remains
21 enjoined. Additionally, none of the property awarded to Eric in the Decree has been
22 frozen, and he continues to have complete access to same.

23 To make matters significantly worse, as a result of the temporary stays in
24 effect, Eric and the ELN Trust also have had access to the real property awarded to
25 Lynita from the ELN Trust. In fact, Eric admitted to leveraging property awarded to
26 Lynita in the Decree which was subject to this Court's stay after entry of the Decree.¹

27 Exhibit A, Injunctions from September 4, 2013 Hearing, pg. 4, lines 4-26.

28 ¹ Eric has since represented that all leveraging and encumbrances have been removed.


1 Accordingly, not only have Eric and the ELN Trust accepted the benefits of the
2 Decree, but they also unfairly exploited and capitalized upon the stays entered by this
3 Court by previously “leveraging” Lynita’s property. While the District Court has
4 since enjoined the ELN Trust from encumbering, selling, or making any other
5 disposition of the assets awarded to Lynita held in the ELN Trust (see **Exhibit A**), the
6 ELN Trust continues to receive the rental income from Lynita’s share of such
7 properties.

8 C. Conclusion

9 Lynita respectfully requests that the Court enter a ruling on the June 21 and 26,
10 2013 requests for temporary stays, granted temporarily to allow for an opposition
11 thereto, and dissolve the temporary stays previously issued.

12 DATED this 14th day of May, 2014.

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