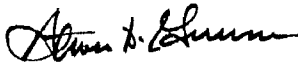


Exhibit “A”


CLERK OF THE COURT

1 NEO
2 THE DICKERSON LAW GROUP
3 ROBERT P. DICKERSON, ESQ.
4 Nevada Bar No. 000945
5 KATHERINE L. PROVOST, ESQ.
6 Nevada Bar No. 008414
7 JOSEF M. KARACSONYI, ESQ.
8 Nevada Bar No. 010634
9 1745 Village Center Circle
10 Las Vegas, Nevada 89134
11 Telephone: (702) 388-8600
12 Facsimile: (702) 388-0210
13 Email: info@dickersonlawgroup.com
14 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
18 dated May 30, 2001, and LSN NEVADA
19 TRUST dated May 30, 2001,

NOTICE OF ENTRY OF
INJUNCTIONS FROM
SEPTEMBER 4, 2013 HEARING

20 Necessary Parties (joined in this
21 action pursuant to Stipulation and
22 Order entered on August 9, 2011)
23
24
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1
2 LANA MARTIN, as Distribution Trustee
3 of the ERIC L. NELSON NEVADA
TRUST dated May 30, 2001,

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

7 v.

8 LYNITA SUE NELSON and ERIC
NELSON,

9 Purported Cross-Defendant and
10 Counterdefendant,

11 LYNITA SUE NELSON,

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

14 v.

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

25
26 Counterdefendants, and/or
Cross-Defendants, and/or
27 Third Party Defendants.
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NOTICE OF ENTRY OF INJUNCTIONS FROM SEPTEMBER 4, 2013
HEARING

TO: ERIC L. NELSON, Plaintiff; and
TO: RHONDA K. FORSBERG, ESQ., of LAW OFFICE OF RADFORD J. SMITH,
CHTD, Attorneys for Plaintiff;
TO: MARK A. SOLOMON, ESQ., and JEFFREY P. LUSZECK, ESQ., of
SOLOMON, DWIGGINS & FREER, LTD., Attorneys for the Eric L. Nelson
Nevada Trust:

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

DATED this 10th day of September, 2013.

THE DICKERSON LAW GROUP

By Josef Karacsonyi
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
JOSEF M. KARACSONYI, ESQ.
Nevada Bar No. 10634
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for Defendant

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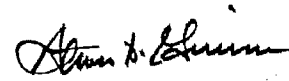
RECEIPT OF COPY of NOTICE OF ENTRY OF INJUNCTIONS FROM
SEPTEMBER 4, 2013 HEARING is acknowledged this 10 day of September,
2013.

SOLOMON DWIGGINS FREER & MORSE, LTD.

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

COPY

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09/06/2013 05:19:51 PM



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

13 EIGHTH JUDICIAL DISTRICT COURT
 14 FAMILY DIVISION

15 CLARK COUNTY, NEVADA

16 ERIC L. NELSON,)
 17)
 18 Plaintiff/Counterdefendant,)
 19)
 20 v.)
 21)
 22 LYNITA SUE NELSON,)
 23)
 24 Defendant/Counterclaimant.)

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

25 _____)
 26 ERIC L. NELSON NEVADA TRUST)
 27 dated May 30, 2001, and LSN NEVADA)
 28 TRUST dated May 30, 2001,)

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

29 _____)
 30 LANA MARTIN, as Distribution Trustee of)
 31 the ERIC L. NELSON NEVADA TRUST)
 32 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 LYNITA SUE NELSON,)
10 Counterclaimant, Cross-Claimant,)
11 and/or Third Party Plaintiff,)

12 v.)
13 ERIC L. NELSON, individually and as the)
14 Investment Trustee of the ERIC L. NELSON)
15 NEVADA TRUST dated May 30, 2001; the)
16 ERIC L. NELSON NEVADA TRUST dated)
17 May 30, 2001; LANA MARTIN, individually,)
18 and as the current and/or former Distribution)
19 Trustee of the ERIC L. NELSON NEVADA)
20 TRUST dated May 30, 2001, and as the)
21 former Distribution Trustee of the LSN)
22 NEVADA TRUST dated May 30, 2001);)
23 Counterdefendant, and/or)
24 Cross-Defendants, and/or)
25 Third Party Defendants.)

24 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.

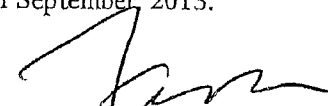
23 If the ELN Trust has "leveraged" any of the aforementioned properties since the entry
24 of the Decree of Divorce as stated by its Investment Trustee, Eric, in Open Court, it
25 is ORDERED to immediately take steps to remove or undo any such "leveraging" or
26 encumbrances, and to ensure that title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

27 ...

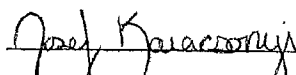
28 ...

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

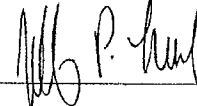
3 DATED this 6th day of September, 2013.

4
5 
6 _____
DISTRICT COURT JUDGE

7
8 Submitted by: Approved as to Form and Content:
9 THE DICKERSON LAW GROUP LAW OFFICE OF RADFORD J.
10 SMITH, CHTD.


11 By  By _____
12 ROBERT P. DICKERSON, ESQ. RHONDA K. FORSBERG, ESQ.
13 Nevada Bar No. 000945 Nevada Bar No. 009557
14 KATHERINE L. PROVOST, ESQ. 64 N. Pecos Road #700
15 Nevada Bar No. 008414 Henderson, Nevada 89074
16 JOSEF M. KARACSONYI, ESQ. Attorneys for Plaintiff
17 Nevada Bar No. 010634
18 1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for Defendant

19 Approved as to Form and Content:
20 SOLOMON, DWIGGINS & FREER LTD.

21 By 
22 MARK A. SOLOMON, ESQ.
23 Nevada Bar No. 000418
24 JEFFREY P. LUSZECK, ESQ.
25 Nevada Bar No. 009619
26 9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129
27 Attorneys for the ELN Trust
28 ↪ distribution Trustee of

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.

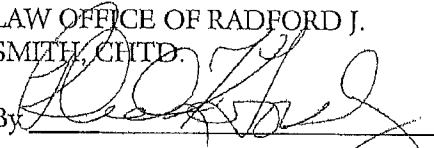
4
5 
6 _____
DISTRICT COURT JUDGE

7
8 Submitted by:

9 THE DICKERSON LAW GROUP
10
11 By _____

12 ROBERT P. DICKERSON, ESQ.
13 Nevada Bar No. 000945
14 KATHERINE L. PROVOST, ESQ.
15 Nevada Bar No. 008414
16 JOSEF M. KARACSONYI, ESQ.
17 Nevada Bar No. 010634
18 1745 Village Center Circle
19 Las Vegas, Nevada 89134
20 Attorneys for Defendant

Approved as to Form and Content:

LAW OFFICE OF RADFORD J.
SMITH, CHTD.
By 

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

21 Approved as to Form and Content:

22 SOLOMON, DWIGGINS & FREER LTD.

23 By _____

24 MARK A. SOLOMON, ESQ.
25 Nevada Bar No. 000418
26 JEFFREY P. LUSZECK, ESQ.
27 Nevada Bar No. 009619
28 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
COUNTY, and THE HONORABLE
9 FRANK P. SULLIVAN, DISTRICT
JUDGE,

10 Respondents,

11 and

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

14 Real Parties in Interest.
15

Electronically Filed
May 20 2014 02:49 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

Case No. 63545

16 **REPLY TO OPPOSITION TO MOTION TO DISSOLVE TEMPORARY**
17 **STAY**

18
19 **THE DICKERSON LAW GROUP**

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

1 **I. Facts and Procedural History**

2 Petitioner, Nola Harber, as Distribution Trustee of the Eric L. Nelson Nevada
3 Trust (“ELN Trust”), asserts at page 2-3, that “Lynita has taken great liberty with
4 what occurred at the trial and pertinent provisions of the Decree of Divorce”
5 Lynita and the ELN Trust have, in multiple filings, set forth their respective
6 summaries of the facts and underlying procedural history. Lynita is confident that the
7 Decree of Divorce entered by the District Court, as well as the various other
8 transcripts and records submitted by the parties, support and verify the factual
9 recitations made by Lynita throughout this case and in her Motion.

10 The ELN Trust also argues that the Motion to Dissolve Temporary Stay
11 (“Motion”) filed by Lynita is a motion for reconsideration of this Court’s July 30,
12 2013 Order Granting Temporary Stay. As set forth in the Motion, the Court indicated
13 in such Order the stay was granted “temporarily . . . pending further order of this
14 court.”¹ Moreover, and as was set forth in the Motion, while the temporary stay is in
15 effect Lynita is suffering irreparable financial harm.

16 **II. Legal Analysis**

17 A. The ELN Trust does not have a likelihood of success on the merits.

18 The ELN Trust argues that it has a likelihood of success on the merits because
19 the District Court did not specifically invalidate the ELN Trust in its Decree. As
20 pointed out in Lynita’s Motion, the District Court has unequivocally stated that it
21 could have set aside the parties’ trusts at multiple hearings since entry of the Decree.
22 Additionally, the findings in the Decree clearly demonstrate that the District Court
23 could have set aside the parties’ trusts based on the evidence presented. From the
24 findings in the Decree there can be no question that the ELN Trust is Eric’s alter ego.

25 More importantly, the District Court, in its lengthy and detailed Decree,
26 ordered an equal property division to remedy the property wrongfully taken by Eric

27 ¹ The Order Granting Temporary Stay also did not indicate whether the Court had yet had
28 the opportunity to consider Lynita’s Opposition yet, which had been filed only 4 days prior.

1 from the LSN Trust, enforce the agreement between the parties to maintain an equal
2 allocation of assets between the ELN Trust and LSN Trust, and to compensate Lynita
3 for the damage caused by the numerous breaches of Eric's fiduciary duties.
4 Assuming purely for the sake of argument that the ELN Trust was and is a valid self-
5 settled spendthrift trust, that would not allow for Eric and the ELN Trust to convert
6 money and property from Lynita and the LSN Trust without consequence. The ELN
7 Trust has not, and cannot, explain how being a self-settled spendthrift trust would
8 foreclose Lynita from recovery for the actions taken by Eric during the parties'
9 marriage as set forth in the Decree.

10 B. Lynita is suffering irreparable harm from the continued imposition of a stay.

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

16 To begin, approximately \$800,000 of the \$2,091,178.64 the ELN Trust alleges
17 that Lynita "squandered" was spent defending herself in the underlying divorce
18 action. See Exhibit "I" to Motion. Of course, Lynita's attorney's fees and costs were
19 exponentially increased by Eric's oppressive litigation tactics which are well
20 documented in the Decree. Even assuming Lynita spent every remaining cent of the
21 \$2,091,178.64 (approximately \$1,291,178) on her support and the support of the
22 minor children from 2009 through 2012 (a period of four (4) years), she would have
23 spent on her support approximately \$548,319 less than Eric spent on the purchase and
24 improvement of a new residence **alone** during the pendency of the divorce action, and
25 in violation of the District Court's Joint Preliminary Injunction. See Decree of
26 Divorce (attached as Exhibit "A" to Lynita's Motion), pg. 25, lines 13-16.

27 The ELN Trust also overstates the value and availability of the assets in the
28 LSN Trust. For example, one-half (1/2) of the Lindell Property which was awarded

1 to Lynita is held in the name of the ELN Trust, and has not been transferred due to
2 the temporary stay. Lynita cannot sell such property since she does not have her
3 entire interest in same, nor could she readily sell the Brianhead cabin because the
4 other one-half (1/2) interest is held by the ELN Trust. Those two (2) properties alone
5 account for 43.7% of the properties the ELN Trust argues are available.

6 The ELN Trust cannot reconcile its position on one hand that Lynita should be
7 required to liquidate the real property in the LSN Trust for her support (thereby
8 depleting her holdings and jeopardizing her ability to support herself in the same
9 lifestyle the parties enjoyed during nearly 30 years of marriage for any significant
10 period of time), and on the other hand that land and real property is unique and
11 valuable, and that the ELN Trust should not be required to transfer same to Lynita
12 until a ruling on its writ petition in this case. The ELN Trust's position is essentially
13 as follows: Eric and the ELN Trust must be permitted to preserve all of the real
14 property titled in the ELN Trust which was awarded to Lynita pending a final
15 disposition of this matter so that such real property is not diminished, altered or sold,
16 but Lynita should, in the meantime, be required to dispose of the real property
17 awarded to her and in her possession to support herself while she awaits for the ELN
18 Trust and Eric to complete litigating. Such a result would be grossly inequitable, and
19 cannot be sanctioned by this Court.

20 Finally, the ELN Trust's allegations that Lynita mislead the Court in her
21 Motion as to her income, and intentionally withheld information regarding her receipt
22 of child support and very limited rental income, is unsupportable. In fact, Lynita
23 specifically mentioned the child support she is receiving in her Motion, pointing out
24 how Eric has on several occasions paid same from Banone, LLC, which holds rental
25 properties awarded to Lynita. If anything, it is the ELN Trust who has attempted to
26 mislead this Court by even mentioning the limited monies which have been received
27 by Lynita for rents, because as the ELN Trust is aware, Lynita has not received any
28 . . .

1 rent checks from the ELN Trust other than the limited checks listed in the Opposition,
2 the last of which was received in August 2013 (over eight (8) months ago).

3 C. The ELN Trust has an adequate remedy at law: an appeal.

4 The ELN Trust argues that if the stay is dissolved it will not have an adequate
5 remedy at law because Lynita could dispose of, encumber, enter into leases, modify
6 existing leases, or make other dispositions of the property awarded to her. Aside
7 from the fact that this argument could be made in every single case where a party has
8 been awarded something of value from the party challenging such award, the Court
9 should also disregard this argument based upon Eric's and the ELN Trust's abuse of
10 the temporary stays in effect, and the fact that this argument applies equally to Lynita
11 and further demonstrates the harm she is suffering as a result of the temporary stay.
12 Following entry of the Decree, Eric admitted to leveraging property awarded to
13 Lynita in the Decree which was subject to this Court's stay.² **Exhibit A**, Injunctions
14 from September 4, 2013 Hearing, pg. 4, lines 4-26. Accordingly, Eric and the ELN
15 Trust unfairly exploited and capitalized upon the stays entered by this Court by
16 encumbering Lynita's property. While the District Court has since enjoined the ELN
17 Trust from encumbering, selling, or making any other disposition of the assets
18 awarded to Lynita held in the ELN Trust (see **Exhibit A**), the ELN Trust continues
19 to receive the rental income from Lynita's share of such properties.

20 Finally, there is no irreparable harm to the ELN Trust, nor would the object of
21 the writ petition (challenging the award and transfer of property) be defeated, if the
22 Court granted Lynita's alternative request for an Order providing that the temporary
23 stay does not apply to the income received from the properties awarded to her in the
24 Decree, pending a final decision by the Court.

25 ...

26 ...

27 ...

28 ² Eric has since represented that all leveraging and encumbrances have been removed.


1 **III. Conclusion**

2 For the reasons set forth above, in her Motion, and in the Opposition filed on
3 July 9, 2013, Lynita respectfully requests that the Court dissolve the temporary stay
4 previously issued in this case.

5 DATED this 20th day of May, 2014.

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TRUST dated May 30, 2001

1 CERTIFICATE OF SERVICE

2 I hereby certify that I am an employee of The Dickerson Law Group, and that,
3 on the 20th day of May, 2014, I served true and correct copies of REPLY TO
4 OPPOSITION TO MOTION TO DISSOLVE TEMPORARY STAY via United States
5 Mail, with postage fully prepaid, to:

6
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