

IN THE SUPREME COURT OF THE STATE OF NEVADA

In the Matter of: THE GUARDIANSHIP
OF THE PERSON AND ESTATE OF
JEAN RUTH ECHEVARRIA, AN ADULT
WARD,

Case No: G027262
SC Case No: 65598

MICHAEL A. ECHEVARRIA,
Appellant

vs.
ROBERT L. ANSARA; AND ANGEL
ECHEVARRIA,
Respondents,

RECORD ON APPEAL VOLUME 9

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6	06/24/2008	SURREPLY TO JOINDER OF OPPOSITION TO PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE	1330 - 1345
6	10/04/2007	TEMPORARY LETTERS OF GUARDIANSHIP	1188 - 1189
7	12/13/2010	THIRD ACCOUNT AND REPORT OF GUARDIAN, PETITION FOR PAYMENT OF FEES AND PETITION TO ABANDON	1521 - 1562

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER :</u>
		REAL PROPERTY	
9	07/02/2014	TRANSCRIPT OF HEARING HELD ON DECEMBER 18, 2013	1858 - 1882
8	01/31/2013	WITHDRAWAL OF REQUEST FOR SPECIAL NOTICE	1654 - 1655

1 Trustee, Robert L. Ansara: 27% or \$17,703.41;

2 NOW, THEREFORE, in consideration of the mutual covenants and
3 conditions outlined herein, the parties hereby stipulate and agree
4 as follows:

5 1. Elizabeth Brickfield, Esq. of Lionel Sawyer & Collins
6 shall receive payment in the amount of \$38,029.56;

7 2. Elyse M. Tyrell, Esq., of the law firm of Trent, Tyrell &
8 Associates shall receive payment in the amount of \$9,835.23;

9 3. Robert L. Ansara shall receive payment in the amount of
10 \$17,703.41.

11 DATED this 3 day of April, 2014.

12 TRENT, TYRELL & ASSOCIATES

LIONEL SAWYER & COLLINS

13 Elyse M. Tyrell
14 ELYSE M. TYRELL, ESQ.
15 11920 Southern Highlands
16 Parkway, Suite 201
Las Vegas, NV 89141

Elizabeth Brickfield
ELIZABETH BRICKFIELD, ESQ.
300 South Fourth Street, #1700
Las Vegas, NV 89101

17 ORDER

18 UPON GOOD CAUSE APPEARING:

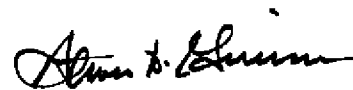
19 IT IS HEREBY ORDERED.

20 DATED and DONE this 7 day of April, 2014.

21
22
23 C. J. [Signature]
DISTRICT COURT JUDGE

24 TRENT, TYRELL & ASSOCIATES

25 Elyse M. Tyrell
26 ELYSE M. TYRELL, ESQ.
27 11920 Southern Highlands
Parkway, Suite 201
Las Vegas, NV 89141



CLERK OF THE COURT

Michael Echevarria
10632 Penrose St
Sun Valley, CA 91352
(615) 579-0671
mikeetch@gmail
Appellant in Pro Per

**EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION- GUARDIANSHIP
CLARK COUNTY, NEVADA**

In The Matter of the Guardianship of the Person
and Estate of,

Case No.: G27262
Dept No.: E


JEAN RUTH ECHEVARRIA,

An Adult Ward.

NOTICE OF APPEAL

Please take notice that Michael Echevarria, by and through himself in proper person, does hereby appeal to the Supreme Court of Nevada from the "Stipulation and Order" approving pro-rata distribution of "funds received as a result of the sale of the ward's interest in and to certain real property located within California," entered in this action on April 8th, 2014.

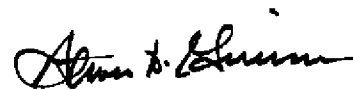
Dated this 29th day of April, 2014.



Michael Echevarria/ In Proper Person
10632 Penrose St.
Sun Valley, CA 91352

NOTICE OF APPEAL - 1

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CLERK OF THE COURT

ASTA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship of:

JEAN R. ECHEVARRIA,

Adult Ward(s),

Case No: 04G027262

Dept No: E

CASE APPEAL STATEMENT

1. Appellant(s): Michael Echevarria

2. Judge: Charles J. Hoskin

3. Appellant(s): Michael Echevarria

Counsel:

Michael Echevarria
10632 Penrose St.
Sun Valley, CA 91352

4. Respondent (s): Robert L. Ansara, Guardian of the Estate and Successor Trustee of the Ward's
Living Trust; Angel Echevarria

Counsel:

Elyse M. Tyrell, Esq.
11920 Southern Highlands Pkwy., Suite 201
Las Vegas, NV 89141

Elizabeth Brickfield, Esq.
300 S. Fourth St., #1700
Las Vegas, NV 89101

5. Respondent's Attorney Licensed in Nevada: Yes

6. Appellant Represented by Appointed Counsel In District Court: No

7. Appellant Represented by Appointed Counsel On Appeal: N/A

1 8. Appellant Granted Leave to Proceed in Forma Pauperis: N/A

2 Appellant Filed Application to Proceed in Forma Pauperis: No

3 9. Date Commenced in District Court: December 1, 2004

4 10. Brief Description of the Nature of the Action: DOMESTIC - Guardianship

5 Type of Judgment or Order Being Appealed: Misc. Order

6 11. Previous Appeal: No

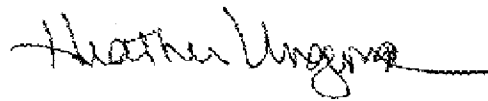
7 Supreme Court Docket Number(s): N/A

8 12. Child Custody or Visitation: N/A

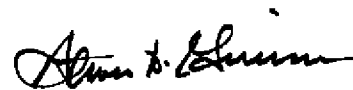
9 13. Possibility of Settlement: Unknown

10 Dated This 5 day of May 2014.

11 Steven D. Grierson, Clerk of the Court

12 

13
14 Heather Ungermann, Deputy Clerk
15 200 Lewis Ave
16 PO Box 551601
17 Las Vegas, Nevada 89155-1601
18 (702) 671-0512
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CLERK OF THE COURT

MODR

Michael Echevarria
10632 Penrose St.
Sun Valley, CA 91352
615-579-0671
mikesich@gmail.com
Judgment Creditor/In Pro Per

**EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION-GUARDIANSHIP
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship of the
Estate of:

Case No.: G027262
Dept. No. E

JEAN RUTH ECHEVARRIA,

an Adult Ward.

**MOTION BY JUDGMENT CREDITOR
FOR AN ORDER DIRECTING THE
ISSUANCE OF A WRIT OF EXECUTION**

COMES NOW, Judgment Creditor, MICHAEL ECHEVARRIA, by and through himself
in Proper Person, and respectfully submits to this Honorable Court this Motion for an Order
Directing the Issuance of a Writ of Execution. This Motion is made and based on all papers and
pleadings on file herein, the Memorandum of Points and Authorities submitted herewith, and any
argument adduced at the time of the hearing on this matter.

DATED THIS 19th DAY OF JUNE, 2014.

Submitted By:

/s/ MICHAEL ECHEVARRIA

Michael Echevarria
Judgment Creditor/In Proper Person
10632 Penrose St.
Sun Valley, CA 91352
615-579-0671

MOTION BY JUDGMENT CREDITOR FOR AN ORDER DIRECTING THE ISSUANCE OF A WRIT OF
EXECUTION - I

1 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF**
2 **MOTION BY JUDGMENT CREDITOR FOR AN ORDER DIRECTING**
3 **THE ISSUANCE OF A WRIT OF EXECUTION**

4 **I. STATEMENT OF FACTS**

5 On January 2, 2007, a judgment was entered in the favor of Michael Echevarria,
6 Judgment Creditor, as Plaintiff in Case No. A05040 in the Chancery Court of Wilson, Tennessee
7 styled Michael A. Echevarria vs. The Mill at Lebanon, LLC and The Jean R Echevarria Trust
8 and Jean Echevarria. The judgment against The Mill at Lebanon, Tennessee, LLC and The Jean
9 R Echevarria Trust and Jean Echevarria individually was for the amount of \$679,995.88.

10 On June 30th, 2007, a NOTICE OF FOREIGN JUDGMENT, ETC. IN ACCORDANCE
11 WITH NRS 17.350, was entered and recorded in this instant guardianship case, domesticating
12 the foreign judgment.

13 On May 15, 2013 An Affidavit for Renewal of Judgment was filed pursuant to NRS
14 17.214.

15 On or about February 6, 2014, the Guardian sold real property of the ward located in the
16 State of California.

17 Subsequent to the sale of the real property in California, funds were received by the
18 guardian "as a result of the sale of the ward's interest in and to" said property. See Stipulation
19 and Order filed in this matter, dated April 7, 2014, Page 2, Lines 2-4.

20 Upon first application of Judgment Creditor to the Clerk of this Court for the issuance a
21 Writ of Execution to collect on this Foreign Judgment, the Clerk refused to sign the Writ and
22 forwarded it to Counsel for the Court who sent the Judgment Creditor the attached letter dated
23 April 16, 2014, as Exhibit "A."

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28 MOTION BY JUDGMENT CREDITOR FOR AN ORDER DIRECTING THE ISSUANCE OF A WRIT OF
EXECUTION - 2

1 On May 14, 2014, Michael Echevarria sent a letter of request to Randal Forman, Staff
2 Attorney for the Family Division of this Court, which included the Writ of Execution for the
3 Clerk of the Court to issue. See attached Exhibit "B."

4 On June 6, 2014, Randal Forman replied to that request by declining to act without an
5 Order of the Court. See attached Exhibit "C."

7 **II. LEGAL ARGUMENT**

8
9 **NRS 17.330 et seq.** provides for Uniform Enforcement of Foreign Judgments.

10 On June 30, 2007, the Judgment Creditor filed a Notice of Foreign Judgment pursuant to
11 **NRS 17.350**, which provides in pertinent part as follows:

12 "An exemplified copy of any foreign judgment may be filed with
13 the clerk of any district court of this state. The clerk shall treat the
14 foreign judgment in the same manner as a judgment of the district
15 court of this state. A judgment so filed has the same effect and is
16 subject to the same procedures, defenses and proceedings for
17 reopening, vacating or staying as a judgment of a district court of
18 this state and may be enforced or satisfied in like manner."

19 An Affidavit in support of the Notice of Foreign Judgment was also filed pursuant to
20 **NRS 17.360**.

21 On May 15, 2013, the Judgment Creditor filed an Affidavit of Renewal of Judgment
22 Pursuant to **NRS 17.214**.

23 A Foreign Judgment, once filed with the clerk of *any* district court of this state, is
24 enforceable in the same manner as a Judgment of a district court of this state. Being such, the
25 Clerk of this Court should issue a Writ of Execution upon application from a Judgment Creditor
26 and subsequent to the filing of a Notice of Foreign Judgment made pursuant to statute.

27 ///

28 MOTION BY JUDGMENT CREDITOR FOR AN ORDER DIRECTING THE ISSUANCE OF A WRIT OF
EXECUTION - 3

1 Furthermore, the Guardian of the ward received funds associated with the sale of real
2 property in California. The Guardian, Bob Ansara, testified in preparation to receiving these
3 funds, amounting to “approximately \$120,000.00,” in a Hearing held in this Court on March 23,
4 2014. See Transcripts of Hearing.

5
6 Elyse Tyrell, attorney for the Guardian, prepared the Stipulation and Order, dated April 7,
7 2014, stating these “funds were received as a result of the sale of the ward’s interest in and to
8 certain real property located within California,” and further stating “the Guardian and Successor
9 Trustee has on-hand, the total amount of \$109,468.20,” prior to disbursements Ordered as part of
10 the Stipulation and Order. See Stipulation and Order filed in this matter, dated April 7, 2014,
11 Page 2, Lines 2-6. This Stipulation and Order was agreed to by Elizabeth Brickfield, attorney for
12 Angel Echevarria.
13

14 **NRS 159.1365 outlines the Application of money from sale of real property of ward**
15 **that is subject to mortgage or other lien.** It states in pertinent part as follows:
16

17 If real property of the estate of a ward is sold that is subject to a
18 mortgage or other lien which is a valid claim against the estate,
the money from the sale *must be applied in the following order:*

- 19 1. To pay the necessary expenses of the sale.
- 20 2. To satisfy the mortgage or other lien, including, without
21 limitation, payment of interest and any other lawful costs and
22 charges. If the mortgagee or other lienholder cannot be found,
23 the money from the sale may be paid as ordered by the court and
the mortgage or other lien shall be deemed to be satisfied.
- 24 3. To the estate of the ward, unless the court orders otherwise.

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28 MOTION BY JUDGMENT CREDITOR FOR AN ORDER DIRECTING THE ISSUANCE OF A WRIT OF
EXECUTION - 4

1 Judgment Creditor contends his position as a junior lienholder against the real property in
2 California supersedes by statute any payment of administrative fees ordered to paid out of those
3 funds which the estate collected pursuant to the sale.
4

5
6 **III. CONCLUSION**

7 For the foregoing reasons, Judgment Creditor respectfully requests this Court for an
8 Order Directing the Clerk of this Court to Issue a Writ of Execution and such other and further
9 relief as may be deemed just and proper by the Court.
10

11
12 Pursuant to NRS 53.045 "I declare under penalty of perjury under the law of the State of
13 Nevada that the foregoing is true and correct."
14

15 EXECUTED on this 19th day of June, 2014.
16

17
18 By:

19
20 /s/ MICHAEL ECHEVARRIA
21 Michael Echevarria/In Proper Person
22 10632 Penrose St.
23 Sun Valley, CA 91352
24 615-579-0671

25 ///

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MOTION BY JUDGMENT CREDITOR FOR AN ORDER DIRECTING THE ISSUANCE OF A WRIT OF
EXECUTION - 5

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“EXHIBIT A”

EXHIBIT A - 1



EIGHTH JUDICIAL DISTRICT COURT

FAMILY COURT AND SERVICES BUILDING
601 N PECOS RD
LAS VEGAS, NEVADA 89101
(702) 455-2385

RANDALL G. FORMAN
STAFF ATTORNEY
(702) 455-1875

STEVEN D. GRIERSON
COURT EXECUTIVE OFFICER
TIMOTHY ANDREWS
ASSISTANT COURT ADMINISTRATOR
LEONARD CASH
ASSISTANT COURT ADMINISTRATOR

April 16, 2014

Michael Echevarria
10632 Penrose St.
Sun Valley, CA 91352

RE: Writ of Execution

Dear Mr. Echevarria:

The Writ of Execution that you submitted to the clerk's office is being returned to you without being issued because the case identified in the Writ does not contain a judgment in your favor. Please feel free to contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Randall G. Forman", is written over a horizontal line.

Randall G. Forman
Staff Attorney, Family Division

Enc.

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“EXHIBIT B”

EXHIBIT B - I

May 14, 2014

Randall G. Forman
Staff Attorney
Eighth Judicial District Court- Family Division
601 N. Pecos Rd.
Las Vegas, NV 89101

Re: Writ of Execution

Dear Mr. Forman:

Please return the attached Writ of Execution, signed and dated, so that I may continue in my efforts to collect the monies owed through a judgment received and entered in my favor.

On June 30th, 2007, the said judgment was entered and recorded in the instant case pursuant to NRS 17.350.

[NRS 17.350 Filing and status of foreign judgments. An exemplified copy of any foreign judgment may be filed with the clerk of any district court of this state. The clerk shall treat the foreign judgment in the same manner as a judgment of the district court of this state. A judgment so filed has the same effect and is subject to the same procedures, defenses and proceedings for reopening, vacating or staying as a judgment of a district court of this state and may be enforced or satisfied in like manner.]

Please promptly review and return this Writ as requested.

Sincerely,

Michael Echevarria
10632 Penrose St.
Sun Valley, CA 91352
615-579-0671

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“EXHIBIT C”

EXHIBIT C - 1



EIGHTH JUDICIAL DISTRICT COURT

FAMILY COURT AND SERVICES BUILDING
601 N PECOS RD
LAS VEGAS, NEVADA 89101
(702) 455-2385

RANDALL G. FORMAN
STAFF ATTORNEY
(702) 455-1876

STEVEN D. GRIERSON
COURT EXECUTIVE OFFICER
TIMOTHY ANDREWS
ASSISTANT COURT ADMINISTRATOR
LEONARD CASH
ASSISTANT COURT ADMINISTRATOR

June 6, 2014

Michael Echevarria
10632 Penrose St.
Sun Valley, CA 91352

RE: Writ of Execution

Dear Mr. Echevarria:

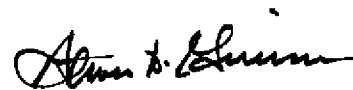
The Writ of Execution that you submitted to the Clerk's office is being returned to you without being issued because the case identified in the Writ does not intelligibly refer to a judgment in your favor. It appears that your claims in this case were adjudicated during legal proceedings that occurred earlier this year. Additionally, foreign judgments domesticated pursuant to NRS 17.330 et seq. are typically filed in a separate cause of action; it is rare, if not unheard of, for a foreign money judgment to be domesticated pursuant to NRS 17.330 in a guardianship case. Based on the recent proceedings, and the unique manner in which the foreign judgment was filed, the Clerk will not issue the Writ of Execution without a specific order or judgment from the Court directing the Clerk to issue the Writ.

Sincerely,

A handwritten signature of Randall G. Forman, written in dark ink, is positioned above the printed name. The signature is stylized and cursive, with a long horizontal flourish extending to the right.

Randall G. Forman

Enc.



CLERK OF THE COURT

1 **NOTM**

2 Michael Echevarria

3 10632 Penrose St.

4 Sun Valley, CA 91352

5 615-579-0671

6 mikeeich@gmail.com

7 Judgment Creditor/In Pro Per

8 **EIGHTH JUDICIAL DISTRICT COURT**
9 **FAMILY DIVISION-GUARDIANSHIP**
10 **CLARK COUNTY, NEVADA**

11 In the Matter of the Guardianship of the
12 Estate of:

Case No.: G027262
Dept. No. E

13 JEAN RUTH ECHEVARRIA,

NOTICE OF MOTION

14 an Adult Ward.

15 Please take notice that the hearing on the MOTION BY JUDGMENT

16 CREDITOR FOR AN ORDER DIRECTING THE ISSUANCE OF A WRIT OF EXECUTION

17 will be heard on the 31 day of July, 2014 in Department Guardianship Floor 2

18 Courtroom 1 at the hour of 1:30 ~~AM~~/PM.

19 DATED this 19th day of June, 2014.

20 By:

21 /s/ MICHAEELECHEVARRIA

22 Michael Echevarria

23 Judgment Creditor/In Proper Person

24 10632 Penrose St.

25 Sun Valley, CA 91352

26 615-579-0671

27 NOTICE OF MOTION - 1

FILED

JUL 02 2014

Alma L. Johnson
CLERK OF COURT

ORIGINAL

EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

In The Matter of the Guardianship of:)
JEAN ECHEVARRIA.) CASE NO. 04G027262
) DEPT. E/GUARDIANSHIP
)

BEFORE THE HONORABLE JON NORHEIM
GUARDIANSHIP COMMISSIONER

TRANSCRIPT RE: HEARING

WEDNESDAY, DECEMBER 18, 2013

APPEARANCES:

THE GUARDIAN: ROBERT ANSARA
FOR THE GUARDIAN: ELYSE TYRELL, ESQ.
11920 Southern Highlands Pkwy
Suite 201
Las Vegas, Nevada 89141
(702) 382-2210

THE WARD: JEAN ECHEVARRIA
FOR THE GUARDIAN: ELIZABETH BRICKFIELD, ESQ.
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
(702) 383-8888

2 P R O C E E D I N G S

3 (THE PROCEEDINGS BEGAN AT 9:17:24)

4 THE COURT: All right. Case Number G-27262, Jean
5 Echevarria.

6 (Pause in proceedings)

7 THE COURT: Is there an objection?

8 MS. TYRELL: Well --

9 MS. BRICKFIELD: I would like to place something on
10 the record, Your Honor.

11 THE COURT: Sure. Sure.

12 MS. BRICKFIELD: Okay.

13 MS. TYRELL: And if I could, let me just explain,
14 because Mr. Echevarria is saying that he didn't get our
15 initial petition, he only received our errata. So, I'm not
16 quite sure what happened in the mail, but just so he
17 understood. Basically my understanding is that Mr. Ansara has
18 connected with him and has spoken with him about the fact that
19 we are selling the building that the partnership owns, in
20 California.

21 And that really we have two options, and the better
22 option is the fact that Mr. Echevarria's lien takes precedence
23 over any tax liability that the sale is going to cause. So,
24 any net proceeds are actually going to him, to at least to

1 partially satisfy --

2 THE COURT: Jean's not going to get anything out of
3 this?

4 MS. TYRELL: She's not going to get anything.

5 THE COURT: Yeah.

6 MS. TYRELL: And so, what net there are, proceeds,
7 they do go to I guess partially satisfy his lien. And that's
8 really all we're doing is kind of laying it out for the Court.
9 Really this Court doesn't -- hasn't -- doesn't necessarily
10 have jurisdiction over the real estate, because it's in
11 California, but because this has been so convoluted and you
12 have jurisdiction over her trust, and the partnership is a
13 trust asset, we felt important to bring this matter to court.
14 So, that's really all we're doing.

15 In that pleading we also stated that he has also
16 offered to assist, when her funds run out --

17 THE COURT: I saw that.

18 MS. TYRELL: -- keeping her. Obviously it's not
19 ordered, it's not an obligation --

20 THE COURT: Right.

21 MS. TYRELL: -- he has to do. That's something he
22 graciously has offered to do. So, I just wanted to make sure
23 that --

24 MR. ECHEVARRIA: And I just want to make that, on

1 the record that I will do that, as long as it's in my sole
2 discretion.

3 MS. BRICKFIELD: And Your Honor, I want to make a
4 record in this matter. We were all here in 2008 and in 2008
5 we had an agreement and you ordered that Mr. Echevarria's
6 foreclosure could not go forward. And in fact, my firm got a
7 judgment, a subsequent judgment which I agree would be a
8 second. And what you ordered at that time was that there
9 would not be any foreclosure, there would not be any ability
10 to collect on these judgments, because you said you wanted
11 these assets to remain intact for Jean for her use during her
12 lifetime.

13 THE COURT: Correct.

14 MS. BRICKFIELD: And it seems to me what we're doing
15 here --

16 THE COURT: I had a much more optimistic view of
17 real estate in 2008 than I do today.

18 MS. TYRELL: Yeah.

19 MS. BRICKFIELD: But it seems to me that what we're
20 doing here, through the back door --

21 THE COURT: I know.

22 MS. BRICKFIELD: -- is what you didn't want through
23 the front door.

24 MS. TYRELL: Well, except --

1 MS. BRICKFIELD: Excuse me, let me --

2 MS. TYRELL: Sorry.

3 MS. BRICKFIELD: The other thing, Your Honor, is I
4 think this is very vague. There's nothing before you that
5 tells you the value of the asset, the value of the interest,
6 whether or not this is, you know, fair market value, a good
7 deal for Jean, in any event. And there's nothing about this
8 vague promise, in fact Mr. Echevarria's made it even vaguer
9 that he's going to take his money --

10 THE COURT: I know.

11 MS. BRICKFIELD: -- and he's not going to support
12 his mother. So, I don't know whether or not you should in
13 fact allow -- you know, the sale is different from the issue
14 of what happens with the proceeds. And --

15 MS. TYRELL: Well, except -- I'm sorry.

16 MS. BRICKFIELD: And so I don't know, Your Honor,
17 whether or not at this point you want to hold Mr. Echevarria
18 to the agreement that was made in the front end, which by the
19 way, his attorney never point into the report -- in the formal
20 report and recommendation, or allowed to go up the chain. I
21 realize it's years later, but nonetheless, that's where we all
22 are and people acted and relied on that.

23 So, I simply think we should bifurcate the
24 proceeding at this point and allow you to have a full

1 opportunity to find out exactly what Mr. Echevarria means by
2 this and what he's going to collect and whether Jean
3 Echevarria can afford this.

4 THE COURT: Well, what are my other options?

5 MS. TYRELL: Yeah. I'll --

6 THE COURT: I mean, because --

7 MS. BRICKFIELD: If you don't know --

8 THE COURT: -- because I don't --

9 MS. TYRELL: I'm happy to tell you.

10 MS. BRICKFIELD: -- the petition, I don't know.

11 MS. TYRELL: Yeah, I'm happy to tell you. Right now
12 the fact of the matter is, is the building is unrented,
13 unleased, has very few, if any tenants. And you may know, and
14 I'm only saying, because I --

15 MR. ECHEVARRIA: It has one tenant. One --

16 MS. TYRELL: -- because I know --

17 MR. ECHEVARRIA: -- it's 50 percent vacant.

18 MS. TYRELL: -- Mr. Ansara's been keeping him
19 apprised. She can't support it. She has no money.

20 MR. ECHEVARRIA: This is --

21 MS. TYRELL: She is under I think \$20,000 give or
22 take a few dollars, of her self.

23 THE COURT: My hope was that this --

24 MS. TYRELL: Her house, we can't --

1 THE COURT: -- would be income-generating --

2 MS. TYRELL: -- short sale her house.

3 THE COURT: -- property that would help her.

4 MS. TYRELL: And it's not generating income anymore
5 and she cannot financial support it. And this is the only
6 option we have to get her out from under that obligation. And
7 unfortunately, if we didn't pay his lien, if this Court
8 ordered, for some reason, his lien released, then any of the
9 net proceeds are going to go to the IRS for taxes. So, those
10 are the two options.

11 So, we have no problem allowing his lien to stay in
12 place, again, because he has offered to help support his
13 mother. And I -- the IRS won't offer to do that and I can't
14 force him to do that, but he has offered to do that.

15 THE COURT: I don't really see --

16 MS. TYRELL: And his lien has precedence.

17 THE COURT: -- what my other options are, is the
18 problem.

19 MS. TYRELL: Yeah.

20 THE COURT: I mean, I would love a situation in
21 which I had a fully rented building and money was coming in
22 and it was using -- we'd be able to use it to pay for Jean's
23 living expenses, but that's not what happened. It's what I
24 hoped, in 2008. It's what I actually expected --

1 MS. TYRELL: Right.

2 THE COURT: -- in 2008.

3 MS. BRICKFIELD: I'm not disagreeing with anyone in
4 this room.

5 MS. TYRELL: I can also offer too that I have been
6 advised that there are some proceeds in the partnership that
7 have been retained. And I don't want to throw out a number as
8 -- and misguide, but I believe it's approximately about
9 \$100,000 that then once this building is sold, that fund --
10 those funds can be disbursed and can be used, not only to help
11 satisfy some past guardian fees, attorney's fees, attorney's
12 fees, but give a little bit of a pot, not a lot again, because
13 -- and we're working to make sure that's disbursed before the
14 taxes are assessed, so that that doesn't get eaten up by the
15 taxes, because there are huge gain -- capital gains on the
16 sale.

17 MS. BRICKFIELD: I would think, Your Honor, that you
18 would want to satisfy yourself that the process that was used
19 to value this interest and to sell it was in fact guaranteed
20 to get the most for Jean at this point.

21 THE COURT: Do you want --

22 MS. TYRELL: Well, but he is -- Mr. Ansara's used an
23 attorney to figure this out, an independent of his own.

24 THE COURT: Do you want an opportunity to talk to

1 Mr. Ansara about it?

2 MS. BRICKFIELD: I would like that, Your Honor.

3 THE COURT: Here's what I'm willing to do, because
4 I'm really -- I am inclined to do this, because I don't see
5 other options.

6 MS. TYRELL: Right.

7 THE COURT: But I certainly don't want you or your
8 client to feel like you had no ability to take a look at this
9 and make sure that it was acceptable.

10 What I'm going to do, I'll put it off for a couple
11 of weeks, give you an opportunity to talk to Mr. Ansara, make
12 sure that the deal is appropriate.

13 MS. BRICKFIELD: That's fine. I will get back to
14 Ms. Tyrell as soon as possible.

15 THE COURT: If it's okay, you just let the Court
16 know and we'll just throw it on the approved and granted list.
17 If it's not okay, then we can come in and argue it.

18 MS. BRICKFIELD: I don't want to delay this, but --

19 THE COURT: Do you mind coming in like the day after
20 New Years?

21 MS. BRICKFIELD: Oh, not at all.

22 THE COURT: Okay.

23 MS. TYRELL: I'm actually --

24 THE COURT: Out of town.

1 MS. TYRELL: -- wasn't planning on coming in that
2 day.

3 THE COURT: Okay.

4 MS. TYRELL: But, if it's approved, and we can work
5 this out so we'll go ahead --

6 MS. BRICKFIELD: Right. We'll work it out.

7 MS. TYRELL: -- and put it on that calendar, if
8 you'll continue it, and if for some reason we're not, we'll
9 push it out.

10 THE COURT: Okay.

11 MS. BRICKFIELD: But I also say, Your Honor, as I
12 said, the issue --

13 THE COURT: I was trying not to put you the day
14 after Christmas. Trying to be the nice guy.

15 MS. TYRELL: Right. I appreciate it.

16 THE COURT: Sorry.

17 MS. TYRELL: I want to give them an opportunity to
18 connect.

19 MS. BRICKFIELD: Fine.

20 MS. TYRELL: Because I'm satisfied that this is the
21 best thing to do for Jean, obviously.

22 MS. BRICKFIELD: Right.

23 MS. TYRELL: And I didn't realize Ms. Brickfield had
24 questions or I would have put her in contact with Mr. Ansara.

1 THE COURT: I'm also somewhat hesitant to put you
2 the week after that, because the Wednesday after that is all
3 of the fallout from the people who didn't want to be here on
4 Christmas and new Years.

5 MS. TYRELL: Right.

6 THE COURT: It all comes that following week, so --

7 MS. TYRELL: Well, we're either going to be --

8 THE COURT: -- I'm expecting a very difficult
9 calendar.

10 MS. TYRELL: -- approved or we're going to push it
11 out to --

12 MS. BRICKFIELD: Right.

13 MS. TYRELL: -- have an opportunity to come in and
14 discuss. So --

15 THE COURT: Yeah. Okay.

16 MS. TYRELL: -- I think the 2nd --

17 THE COURT: So, I'll just --

18 MS. TYRELL: -- the 2nd is fine.

19 THE COURT: -- we'll put it on this -- okay.

20 MS. BRICKFIELD: Thank you, Your Honor.

21 THE COURT: Sounds great.

22 * * * * *

23

24

1 ATTEST: I do hereby certify that I have truly and
2 correctly transcribe the digital proceedings in the above-
3 entitled case to the best of my ability.

4
5
6 /s/ Susan LaPooh
7 Susan LaPooh, CET**D-576
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FILED

JUL 02 2014

Ann L. Blum
CLERK OF COURT

ORIGINAL

EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

In The Matter of the Guardianship of:)

JEAN ECHEVARRIA.

CASE NO. 04G027262

DEPT. E/GUARDIANSHIP

BEFORE THE HONORABLE JON NORHEIM
GUARDIANSHIP COMMISSIONER

TRANSCRIPT RE: HEARING

WEDNESDAY, MARCH 12, 2014

APPEARANCES:

THE GUARDIAN:

ROBERT ANSARA

FOR THE GUARDIAN:

ELYSE TYRELL, ESQ.
11920 Southern Highlands Pkwy
Suite 201
Las Vegas, Nevada 89141
(702) 382-2210

THE WARD:

JEAN ECHEVARRIA

FOR THE GUARDIAN:

ELIZABETH BRICKFIELD, ESQ.
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
(702) 383-8888

2 PROCEEDINGS

3 (THE PROCEEDINGS BEGAN AT 9:31:19)

4 THE COURT: All right. Case Number G27262, Jean
5 Echevarria.

6 MS. TYRELL: Good morning, Elyse Tyrell, 5531, along
7 with Robert Ansara, the Guardian.

8 MS. BRICKFIELD: Good morning, Your Honor.
9 Elizabeth Brickfield, 6236 on behalf of Angel Echevarria and
10 also Lionel Sawyer & Collins.

11 THE COURT: I didn't put this on the approved and
12 granted list, because this case has historically been
13 contested, highly contested at some points, moderately
14 contested at other points. I recognize that Michael's not
15 here. Is Mr. Ansara objecting to this?

16 MS. TYRELL: Well, no we -- just to kind of bring
17 everybody up to speed. We went through the rig-a-ma-roll of
18 trying to get rid of the building in California.

19 THE COURT: Right. Uh-huh (affirmative).

20 MS. TYRELL: And then learned that it was not in
21 Mrs. Echevarria's trust, as we thought it was this whole time.

22 THE COURT: Oh.

23 MS. TYRELL: And so Mr. Ansara actually needed, and
24 successfully got a conservatorship in California, in the nick

1 of time, in order to save a sale of the building.

2 THE COURT: Oh, wow. Okay.

3 MS. TYRELL: What happened is way back when --

4 THE COURT: I didn't know any of that.

5 MS. TYRELL: -- when this Court recognized Michael
6 Echevarria's judgment, this Court said --

7 THE COURT: I -- and by the way, when you say
8 recognized --

9 MS. TYRELL: I know.

10 THE COURT: -- I don't want that to infer, in any
11 way approved or thought it was the right thing.

12 MS. TYRELL: Exactly.

13 MS. BRICKFIELD: Right.

14 MS. TYRELL: You recognized that he successfully got
15 a judgment out of the --

16 THE COURT: How he got it is --

17 MS. TYRELL: -- state of --

18 MR. ANSARA: Tennessee.

19 THE COURT: -- beyond me.

20 MS. TYRELL: -- Tennessee. We all agree.

21 MS. BRICKFIELD: Against his mother.

22 MS. TYRELL: And so, this Court's order was, you can
23 put your lien on the property in California, but you are not
24 collecting --

1 MS. BRICKFIELD: Right.

2 MS. TYRELL: -- from Mrs. Echevarria.

3 THE COURT: Right.

4 MS. TYRELL: So, Michael had his lien on that

5 property. When it got sold, his lien was recognized.

6 THE COURT: Yeah.

7 MS. TYRELL: Now, had his lien not been recognized,

8 all of the sales proceeds would have gone to taxes, due to the

9 sale of the property. So, the lessor of the evils and in Mr.

10 Ansara's great nature, he had a nice sit down talk with Mr. --

11 with Michael Echevarria and said, look Michael, we will not

12 fight or argue or try to remove your lien, if somewhere in the

13 back of your mind you recognize that at some point very soon

14 we're going to run out of cash to care for your mother.

15 THE COURT: And you're going to be taking care of

16 your mother?

17 MS. TYRELL: And you're going to be taking care of

18 your mother.

19 THE COURT: I've had this conversation with him.

20 MS. TYRELL: And he agreed. He --

21 THE COURT: And he agreed in open court.

22 MS. TYRELL: He agreed -- and he agreed again.

23 MS. BRICKFIELD: Well, that's not quite what he

24 said, Your Honor. If you --

1 THE COURT: Well, he --
2 MS. BRICKFIELD: -- remember what he said was --
3 THE COURT: -- hedged.
4 MS. BRICKFIELD: -- strictly on a voluntary basis.
5 MS. TYRELL: Right.
6 THE COURT: Right.
7 MS. TYRELL: Right.
8 MS. BRICKFIELD: Well, that's stepping back from an
9 agreement.
10 MS. TYRELL: Well, and we don't have any authority
11 to force that of him
12 THE COURT: I know.
13 MS. TYRELL: And we didn't --
14 THE COURT: I know.
15 MS. TYRELL: -- in that --
16 THE COURT: And we didn't then either.
17 MS. TYRELL: -- with the California issue either.
18 So, the sale went through, we're good. His lien was
19 recognized to the extent of --
20 MR. ANSARA: Just slightly more than 200,000.
21 MS. TYRELL: That he got towards his judgment.
22 There are funds that were held by the company that was running
23 -- the management company. And it amounts to about 100 and --
24 MR. ANSARA: It was about --

1 MS. TYRELL: -- 20?

2 MR. ANSARA: It was about \$120,000 that the
3 management company held in an operating account outside of the
4 escrow.

5 MS. TYRELL: And that is being turned over to our
6 trust account. It has not hit yet.

7 And so with regard to getting some fees, Mr.
8 Ansara's fees, Lionel Sawyer Collins' fees, Trent Tyrell fees
9 caught up, yes, we have no objection to that request.

10 We do object to Mr. Echevarria getting anything more
11 at this point, because we also have an order that says anybody
12 who gets paid's got to kind of be pro rata and we've all got
13 to -- have to get a chunk of the share. And at this point
14 he's gotten a fairly large chunk of his share, which this
15 Court also made it very clear that in no time soon was he to
16 get anything, because Mrs. Echevarria's needs are primary.

17 But obviously we can't ask everybody --

18 THE COURT: I know.

19 MS. TYRELL: -- to continue to work for free. And
20 we do have an amount coming in, and we do have a proposal.
21 Mr. Ansara would like to hold about 12 months of care needs,
22 costs for her and then that gives us about 65,000 available to
23 divvy up for fees.

24 And so we'd like to offer that. So, with that

1 regard --

2 THE COURT: Have you guys come to an agreement as to
3 how that will be divided up?

4 MS. BRICKFIELD: No. This is the first time I'm
5 seeing this.

6 MS. TYRELL: Yeah, this is the first.

7 MS. BRICKFIELD: Yeah. Right.

8 MS. TYRELL: And I'm happy to come to an agreement
9 with Ms. Brickfield.

10 MS. BRICKFIELD: Right.

11 THE COURT: Right.

12 MS. TYRELL: I have one more thing I want to
13 address --

14 MS. BRICKFIELD: Sure.

15 MS. TYRELL: -- and then I'll hold my tongue.

16 MS. BRICKFIELD: And then I'll have a few things
17 (indiscernible) ** 9:06:05.

18 (Whispered conversation)

19 MS. TYRELL: Yeah. In the meantime, after this
20 whole agreement happened with Mr. Echevarria, Angel
21 Echevarria, right, was served with the levy?

22 MR. ANSARA: Yes.

23 MS. TYRELL: Angel, who's not a guardian, who's
24 simply a caretaker for her mother, and her mother, were served

1 with a notice of levy from Michael, Defendant, The Mill at
2 Lebanon, LLC et al. through his attorney out of California for
3 702,000 and change. Never served it on the guardian, never
4 served it on counsel.

5 And so at this point we are not recognizing it. And
6 in speaking with California counsel for Mr. Ansara with the
7 conservatorship, we've all agreed at this point, because he
8 was never served with it, we are not expending more fees. It
9 makes no sense to expend more fees, that we don't have, that
10 are needed to care for Mrs. Echevarria. So, we're ignoring
11 it.

12 So, I think we'd like some type of order from you
13 saying he can levy all he wants, he can sue all he wants to
14 collect, this Court maintains jurisdiction over who gets paid
15 with what resources she has left. And --

16 THE COURT: We've said that from day one.

17 MS. TYRELL: Right.

18 THE COURT: I mean, I'm not trying to glom on to
19 authority, I'm just trying to protect Jean and make sure that
20 she has standard of living for her remaining years.

21 MS. TYRELL: Right.

22 THE COURT: That's all we're trying to do.

23 MS. TYRELL: Mr. Echevarria basically, when Mr.
24 Ansara approached him and said, why did you do this, and I'm

1 putting this on the record, because I was absolutely appalled,
2 he basically said, Ms. Brickfield shouldn't get paid, I
3 shouldn't get paid and the only reason -- only way Mr. Ansara
4 will get paid is if Mr. Echevarria gets his levy and decides
5 Mr. Ansara can be paid.

6 So, Mr. Echevarria's of the opinion that he is
7 controlling this --

8 THE COURT: Does -- he thinks --

9 MS. TYRELL: -- whole affair.

10 THE COURT: -- his lien is a higher priority than
11 administrative fees?

12 MS. BRICKFIELD: Well, he thinks, Your Honor, that
13 he's not subject to your orders --

14 THE COURT: Oh.

15 MS. BRICKFIELD: -- which is even more appalling,
16 because to answer the question, in fact, although I agree that
17 Mr. Ansara may not have any choice except to sell the
18 building, in fact -- and I understand that they had to give
19 Mr. Echevarria in order to get him to lift his -- or to get --
20 through the lien process.

21 THE COURT: Right.

22 MS. BRICKFIELD: In fact that still doesn't mean
23 that he's not subject to this Court's order with regard to
24 that money either, because this Court entered an order with

1 his agreement, while he was standing here saying fees are
2 going to be pro rata. And he had, at that time, when that
3 order was entered, he had already put this lien on the
4 California property. It's not a purchase money mortgage lien,
5 it's simply a judgment.

6 So, in fact we could agreeably, and I understand you
7 may not want to do it today without a petition, but actually
8 compel Michael to pay that back. He's gotten 40 percent of
9 what he did. This is appalling, he's --

10 THE COURT: You're welcome to file --

11 MS. BRICKFIELD: -- trying to get the rest.

12 THE COURT: -- any petitions you want, but I can't
13 rule on that without a petition and notice.

14 MS. BRICKFIELD: Oh, I understand that, Your Honor.
15 But I'm just saying, that's in fact where we are is that he's
16 flaunted your order now twice.

17 THE COURT: Yeah.

18 MS. BRICKFIELD: To no one's benefit.

19 THE COURT: I'm as disturbed by this as you guys.
20 I've been living this with you for a decade. Really? A
21 decade?

22 MS. BRICKFIELD: Right. Right.

23 THE COURT: Yeah, a decade. Again, today's pretty
24 straightforward. What I need from you guys is an agreement on

1 the specific dollar amounts, which I want both of you to sign
2 off on.

3 MS. TYRELL: Sure.

4 MS. BRICKFIELD: And I'll happy to go back and take
5 a look at it. And then I'll petition on the other one as
6 well.

7 THE COURT: Whatever you feel is appropriate.

8 MS. BRICKFIELD: (Indiscernible.)

9 THE COURT: You know, on one hand I'm -- I mean,
10 it's a balancing, because if we start more litigation with
11 Michael, we're going to run up more fees, that there isn't
12 going to be money to pay.

13 MS. TYRELL: Yeah. Basically the 120 that -- the
14 outline that we've just handed Ms. Brickfield, that is it.

15 THE COURT: Yeah.

16 MS. TYRELL: That is all there is.

17 MS. BRICKFIELD: I understand.

18 MS. TYRELL: Yeah.

19 THE COURT: It's a decision that you and the family
20 members can make about what's in Jean's best interest, in
21 terms of whether or not you want to file something else, but
22 you're --

23 MS. BRICKFIELD: Sure.

24 THE COURT: -- welcome to file whatever you want to

1 file.

2 MS. BRICKFIELD: And I understand, Your Honor, that
3 Jean doesn't want to run up more fees with regard to this.
4 But nonetheless, this Court -- these orders should be
5 enforced, and people shouldn't be able to come in and do this.

6 MS. TYRELL: And we would ask that in the order,
7 that we agree and I know we'll --

8 MS. BRICKFIELD: Sure.

9 MS. TYRELL: -- but for Your Honor, if we could
10 reiterate that this Court maintains jurisdiction over her
11 funds, period.

12 THE COURT: Well, yes.

13 MS. BRICKFIELD: Yeah.

14 THE COURT: Why would that not be the case?

15 MS. BRICKFIELD: Right.

16 MS. TYRELL: We just need it reiterated. And --

17 THE COURT: I'm not even sure of what the viable
18 argument is on the other side of that?

19 MS. BRICKFIELD: I got there first?

20 THE COURT: I --

21 MS. BRICKFIELD: That seems to be the only one.

22 MS. TYRELL: He -- yeah, he just feels he has the
23 right to control the situation. And if he's not getting paid
24 nobody's getting paid.

1 MS. BRICKFIELD: Right.

2 MS. TYRELL: And even if he gets paid, nobody is
3 getting paid.

4 THE COURT: All right.

5 MS. BRICKFIELD: Thank you so much.

6 MS. TYRELL: Thank you, Your Honor.

7 THE COURT: Thank you very much.

8

9 * * * * *

10

11 ATTEST: I do hereby certify that I have truly and
12 correctly transcribe the digital proceedings in the above-
13 entitled case to the best of my ability.

14 /s/ Susan LaPooh
15 Susan LaPooh, CET**D-576

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FILED

JUL 02 2014

Am. & L. L.
CLERK OF COURT

COST

ORIGINAL

EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

In the Matter of the) CASE NO. 04G027262
Guardianship of)
JEAN ECHEVARRIA,) DEPT. GDN/E
An Adult Ward.)
_____)

FINAL BILLING OF TRANSCRIPTS

The office of Transcript Video Services filed transcripts for Michael Echevarria, on July 2, 2014, for the following proceedings in the above-captioned case:

DECEMBER 18, 2013; MARCH 12, 2014

Original transcripts and three copies of each were requested. The transcripts total 25 pages, final cost being \$116.25. Shipping and handling charges from outsourcing firm to court is \$10.00. A deposit in the amount of \$75.00 was paid June 3, 2014. The balance of \$51.25 is due upon receipt of transcript. Please make balance payable to **VERBATIM REPORTING & TRANSCRIPTION in cashier's check or money order form.** We are unable to accept cash.

DATED this 2nd day of July, 2014.

SHELLY A. AJOUB, SUPERVISOR
TRANSCRIPT VIDEO SERVICES

S. Ajoub

Amount of \$ _____ Cashier's Check/MO# _____ paid
this _____ day of _____, 2014.

ITEMS LEFT BEYOND NINETY DAYS ARE SUBJECT TO DISPOSAL WITHOUT REFUND.
COUNTY RETENTION POLICY APPROVED BY INTERNAL AUDIT.

ORIGINAL

FILED ⁸²

JUL 02 2014

John L. Johnson
CLERK OF COURT

1 CTCN

2 EIGHTH JUDICIAL DISTRICT COURT

3 FAMILY DIVISION

4 CLARK COUNTY, NEVADA

5
6 In the Matter of the) CASE NO. 04G027262
Guardianship of)
7) DEPT. GDN/E
JEAN ECHEVARRIA,)
8)
An Adult Ward.)
9 _____)

10 CERTIFICATION OF TRANSCRIPTS/NOTIFICATION OF COMPLETION

11 The office of Transcript Video Services received a
12 request for original transcripts and three copies of each, for
13 the purpose of appeal, from Michael Echevarria, on May 27,
14 2014. A deposit was paid June 3, 2014, for the following
15 proceedings in the above-captioned case:

16 DECEMBER 18, 2013; MARCH 12, 2014

17 I do hereby certify that true and accurate copies of the
18 transcripts requested in the above-captioned case were filed
19 with the Eighth Judicial District Court on July 2, 2014 and
20 ordering party was notified July 2, 2014.

21 DATED this 2nd day of July, 2014.

22
23 SHELLY A. AJOUB, SUPERVISOR
24 TRANSCRIPT VIDEO SERVICES

Shjoub

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****December 08, 2004**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

December 08, 2004 9:00 AM**Hearing****HEARD BY:** Henry, Jennifer**COURTROOM:** Courtroom TBA**COURT CLERK:****PARTIES:**

Angel Echeverria, Guardian, not present	Elizabeth Brickfield, Attorney, not present
Jean Echevarria, Ward, present	
Michael Echevarria, Temporary Guardian, Petitioner, not present	Cary Payne, Attorney, Attorney, not present
Nevada Care Mgt, Guardian, not present	
Parties Receiving Notice, Other, not present	
Robert Ansara, Guardian of Estate, not present	Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- The Guardianship Commissioner was sitting under the direction and in lieu of the Guardianship Judge. Elizabeth Brickfield present with ward's daughter, Angel Echvarria who objected. Commissioner finds the objection and Counterpetition filed by Ms. Brickfield was untimely pursuant to the Rules. Matter trailed and recalled. Elyse Tyrell present at the request of both counsel and asked to do an investigation. She will look into the sale of the Mill in Tennessee which is owned 100% by the ward, look into the financial information of LLC's interest, foreclosure issue, review the contract, look into the performance issue and also contact the attorney and accountant in California and Tennessee. Counsel agreed to vacate the temporary guardianship and let the matter proceed to the general guardianship hearing set for 1/5/05. Parties agreed to abide by Ms. Tyrell's recommendation on either allowing the sale to go forward or not. Ms. Tyrell requested counsel submit to her by Friday all of the information they want her to consider and she will contact them after Court next Wednesday. COMMISSIONER RECOMMENDED, Agreement will stand. Temporary guardianship is dissolved. No action will be taken on the sale of the Mill for one week, per counsel.

PRINT DATE: 07/11/2014

Page 1 of 73

Minutes Date:

December 08, 2004

INTERIM CONDITIONS:**FUTURE HEARINGS:**

May 11, 2005 1:30 PM Citation
 Henry, Jennifer
 Courtroom TBA

Canceled: July 14, 2005 12:00 AM Petition
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated
 Henry, Jennifer
 Courtroom TBA

Canceled: July 14, 2005 9:00 AM Hearing
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per
 Judge
 Henry, Jennifer
 Courtroom TBA

Canceled: July 21, 2005 9:00 AM Hearing
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per
 Judge
 Henry, Jennifer
 Courtroom TBA

Canceled: August 22, 2007 9:00 AM Motion

August 29, 2007 10:00 AM Citation
 Courtroom 20
 Norheim, Jon

August 29, 2007 10:00 AM Hearing
 Courtroom 20
 Norheim, Jon

August 29, 2007 10:00 AM Return Hearing
 Courtroom 20
 Norheim, Jon

August 29, 2007 10:00 AM Hearing
 Courtroom 20
 Norheim, Jon

Canceled: March 12, 2014 9:00 AM Hearing - HM

Canceled: April 09, 2014 10:00 AM Hearing - IIM
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per
 Attorney or Pro Per

PRINT DATE:	07/11/2014	Page 2 of 73	Minutes Date:	December 08, 2004
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Courtroom 07
Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM
Courtroom 01
Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****January 05, 2005**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

January 05, 2005**9:00 AM****Citation****HEARD BY:** Henry, Jennifer**COURTROOM:** Courtroom TBA**COURT CLERK:****PARTIES:**

Angel Echeverria, Guardian, present

Elizabeth Brickfield, Attorney, present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- The Guardianship Commissioner was sitting under the direction and in lieu of the Guardianship Judge. Elyse Tyrell present. Commissioner noted there are planning documents in place. Ms. Brickfield advised Michael Echeverri filed a TPO in Tennessee and provided a copy of same. There are also foreclosure proceedings on the Mill. Argument. Commissioner further noted the Trust is not under the jurisdiction of this Court. Matter trailed for Commissioner and Ms. Tyrell to speak to the ward off the record. Matter recalled. Commissioner informed counsel and Ms. Echeverri the ward wants to sell the Mill. She fully understands she keeps putting money into it and it has not turned out to be profitable. Commissioner believes it is prudent to sell it. Based upon the ward's representations and documents, COMMISSIONER RECOMMENDED, Mill is to be sold. Discussion re: proceeds from the sale being placed into the Trust. Argument. Counsel agreed the LLC is a Trust asset and Ms. Boyer showed Commissioner the documents signing LLC into the Trust. COMMISSIONER FINDS, Michael Echeverria's cause of action is against LLC and that he has submitted himself to this jurisdiction. The Court would take the proceeds to safeguard them and have Mr. Echeverria come to this Court to determine his cause of action if the Tennessee Court would dismiss their case. This Court also has jurisdiction over all other actions of Mr. Echeverria.

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COMMISSIONER RECOMMENDS, guardianship GRANTED over the PERSON, and a SPECIAL GUARDIANSHIP GRANTED over the ESTATE. This Court will take jurisdiction over the Trust. The Trust is to be submitted to the Court and lodged in the Confidential File. Yearly accountings are required with the first accounting due from 1/30/04 - 1/30/05, together with a 2 year history of the living expenses for Commissioner to track the course of conduct. A Protective Order is issued over the Trust documents. When Ms. Boyer receives the documents from Wells Fargo, pursuant to her subpoena, she is not to open them but keep them in her office. Mr. Echeverria will be responsible for 85% of Ms. Tyrell's fees and costs with the other 15% to be borne by the estate. Ms. Tyrell is appointed Guardian Ad Litem but is not to do any type of investigation or fact finding, only to be available if there is a problem which cannot be worked out by counsel.

INTERIM CONDITIONS:

FUTURE HEARINGS:

May 11, 2005 1:30 PM Citation
Henry, Jennifer
Courtroom TBA

Canceled: July 14, 2005 12:00 AM Petition
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated
Henry, Jennifer
Courtroom TBA

Canceled: July 14, 2005 9:00 AM Hearing
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Judge
Henry, Jennifer
Courtroom TBA

Canceled: July 21, 2005 9:00 AM Hearing
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Judge
Henry, Jennifer
Courtroom TBA

Canceled: August 22, 2007 9:00 AM Motion

August 29, 2007 10:00 AM Citation
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Hearing

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Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Return Hearing
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Hearing
Courtroom 20
Norheim, Jon

Canceled: March 12, 2014 9:00 AM Hearing - HM

Canceled: April 09, 2014 10:00 AM Hearing - HM

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Attorney or Pro Per

*Courtroom 07
Norheim, Jon*

July 31, 2014 1:30 PM Hearing - HM
Courtroom 01
Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****March 23, 2005**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

March 23, 2005**9:00 AM****Motion****HEARD BY:** Henry, Jennifer**COURTROOM:** Courtroom TBA**COURT CLERK:****PARTIES:**

Angel Echeverria, Guardian, present

Elizabeth Brickfield, Attorney, present

Jean Echevarria, Ward, present

Michael Echevarria, Temporary Guardian,
present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- CITATION...PETITION FOR PAYMENT, REIMBURSEMENT AND/OR RESTITUTION AND ACCOUNTING PURSUANT TO NRS 159.305

The Guardianship Commissioner was sitting under the direction and in lieu of the Guardianship Judge. Also present was Caroline York. Discussion regarding this Court taking jurisdiction of all matters. Ms. York stated she would not stipulate to her matter in Tennessee being heard by this Court. Mr. Echevarria advised Ms. Boyer withdrew and requested a continuance to retain counsel. Commissioner stated, if the matter of jurisdiction cannot be stipulated to, this Court will have a telephone conference with the Judge in Tennessee. COMMISSIONER RECOMMENDED, MATTER CONTINUED as well as jurisdictional issue and confirmation of counsel. Mr. Echevarria to advise Court, no later than 4/11 at 12 noon, if his new counsel will be appearing at the next hearing, or he, himself, will be appearing by telephone. Copies of the documents from Tennessee were provided to Commissioner and Ms. Brickfield in open Court. Evidentiary Hearing set.

Michael Echevarria's address: 708 or 726 Paige Ave., Lebanon, TN 37087 and P.O. Box 1186, Watertown, TN 37088. Telephone No. (615)579-0671.

7/14/05 9 AM EVIDENTIARY HEARING (ALL DAY)

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7/21/05 9 AM EVIDENTIARY HEARING (ALL DAY)

INTERIM CONDITIONS:

FUTURE HEARINGS:

May 11, 2005 1:30 PM Citation
Henry, Jennifer
Courtroom TBA

*Canceled: July 14, 2005 12:00 AM Petition
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated
Henry, Jennifer
Courtroom TBA*

*Canceled: July 14, 2005 9:00 AM Hearing
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per
Judge
Henry, Jennifer
Courtroom TBA*

*Canceled: July 21, 2005 9:00 AM Hearing
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per
Judge
Henry, Jennifer
Courtroom TBA*

Canceled: August 22, 2007 9:00 AM Motion

August 29, 2007 10:00 AM Citation
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Hearing
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Return Hearing
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Hearing
Courtroom 20
Norheim, Jon

Canceled: March 12, 2014 9:00 AM Hearing - HM

*Canceled: April 09, 2014 10:00 AM Hearing - HM
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per
Attorney or Pro Per
Courtroom 07*

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Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM
Courtroom 01
Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****April 06, 2005**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

April 06, 2005**9:00 AM****Petition****HEARD BY:** Henry, Jennifer**COURTROOM:** Courtroom TBA**COURT CLERK:****PARTIES:**

Angel Echeverria, Guardian, not present

Elizabeth Brickfield, Attorney, not present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- COMMISSIONER RECOMMENDED, petition APPROVED and GRANTED.

INTERIM CONDITIONS:**FUTURE HEARINGS:**

May 11, 2005 1:30 PM Citation
Henry, Jennifer
Courtroom TBA

*Canceled: July 14, 2005 12:00 AM Petition**Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated**Henry, Jennifer*

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Courtroom TBA

Canceled: July 14, 2005 9:00 AM Hearing

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Judge

Henry, Jennifer

Courtroom TBA

Canceled: July 21, 2005 9:00 AM Hearing

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Judge

Henry, Jennifer

Courtroom TBA

Canceled: August 22, 2007 9:00 AM Motion

August 29, 2007 10:00 AM Citation

Courtroom 20

Norheim, Jon

August 29, 2007 10:00 AM Hearing

Courtroom 20

Norheim, Jon

August 29, 2007 10:00 AM Return Hearing

Courtroom 20

Norheim, Jon

August 29, 2007 10:00 AM Hearing

Courtroom 20

Norheim, Jon

Canceled: March 12, 2014 9:00 AM Hearing - HM

Canceled: April 09, 2014 10:00 AM Hearing - HM

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Attorney or Pro Per

Courtroom 07

Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM

Courtroom 01

Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****April 13, 2005**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

April 13, 2005**9:00 AM****Motion****HEARD BY:** Henry, Jennifer**COURTROOM:** Courtroom TBA**COURT CLERK:****PARTIES:**

Angel Echeverria, Guardian, not present

Elizabeth Brickfield, Attorney, present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- PETITION FOR PAYMENT, REIMBURSEMENT, RESTITUTION, ACCOUNTING... CITATION...
PETITION TO BORROW MONEY

Mr. Payne appeared with Michael Echevarria and argued that after ward was declared incompetent, the guardian arranged for a \$100,000 loan. Further evidence presented of criminal activity taking place in the home of the ward. Commissioner RECOMMENDED, Ms. Tyrell is to become involved in this matter and is to determine where the \$100,000 from the loan went; why is more money being requested; what criminal activity can be established. Mr. Payne is to provide all police reports etc, to Ms. Tyrell for investigation and matters are CONTINUED.

...CONTINUED TO 5/4/05 1:30 PM

CLERK'S NOTE: Counsel only are to meet with Commissioner on 5/11/05 in her office where it will be established as to the need for an evidentiary hearing.

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INTERIM CONDITIONS:**FUTURE HEARINGS:**

May 11, 2005 1:30 PM Citation
 Henry, Jennifer
 Courtroom TBA

Canceled: July 14, 2005 12:00 AM Petition
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated
 Henry, Jennifer
 Courtroom TBA

Canceled: July 14, 2005 9:00 AM Hearing
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per
Judge
 Henry, Jennifer
 Courtroom TBA

Canceled: July 21, 2005 9:00 AM Hearing
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per
Judge
 Henry, Jennifer
 Courtroom TBA

Canceled: August 22, 2007 9:00 AM Motion

August 29, 2007 10:00 AM Citation
 Courtroom 20
 Norheim, Jon

August 29, 2007 10:00 AM Hearing
 Courtroom 20
 Norheim, Jon

August 29, 2007 10:00 AM Return Hearing
 Courtroom 20
 Norheim, Jon

August 29, 2007 10:00 AM Hearing
 Courtroom 20
 Norheim, Jon

Canceled: March 12, 2014 9:00 AM Hearing - HM

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Canceled: April 09, 2014 10:00 AM Hearing - IIM

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Attorney or Pro Per

Courtroom 07

Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM

Courtroom 01

Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****May 04, 2005**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

May 04, 2005**9:00 AM****Motion****HEARD BY:** Henry, Jennifer**COURTROOM:** Courtroom TBA**COURT CLERK:****PARTIES:**

Angel Echeverria, Guardian, present

Elizabeth Brickfield, Attorney, present

Jean Echevarria, Ward, present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- PETITION FOR PAYMENT, REIMBURSEMENT, RESTITUTION, ACCOUNTING...CITATION...
PETITION TO BORROW MONEY

The Guardianship Commissioner was sitting under the direction and in lieu of the Guardianship Judge. GAL, Elyse Tyrell present and advised she received some information from Mr. Fields and has talked to Mr. Payne. Conference at Bench. COMMISSIONER RECOMMENDED, MATTERS CONTINUED and will be held in Chambers.

5/11/05 1:30 PM ALL MATTERS CONTINUED

INTERIM CONDITIONS:

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FUTURE HEARINGS:

May 11, 2005 1:30 PM Citation
Henry, Jennifer
Courtroom TBA

Canceled: July 14, 2005 12:00 AM Petition
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated
Henry, Jennifer
Courtroom TBA

Canceled: July 14, 2005 9:00 AM Hearing
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Judge
Henry, Jennifer
Courtroom TBA

Canceled: July 21, 2005 9:00 AM Hearing
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Judge
Henry, Jennifer
Courtroom TBA

Canceled: August 22, 2007 9:00 AM Motion

August 29, 2007 10:00 AM Citation
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Hearing
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Return Hearing
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Hearing
Courtroom 20
Norheim, Jon

Canceled: March 12, 2014 9:00 AM Hearing - HM

Canceled: April 09, 2014 10:00 AM Hearing - HM
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Attorney or Pro Per
Courtroom 07
Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM
Courtroom 01
Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****May 11, 2005**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

May 11, 2005**9:00 AM****Motion****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom TBA**COURT CLERK:****PARTIES:**

Angel Echeverria, Guardian, not present

Elizabeth Brickfield, Attorney, present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,

Cary Payne, Attorney, present

Petitioner, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- PETITION TO BORROW MONEY...PETITION FOR PAYMENT, REIMBURSEMENT,
RESTITUTION, ACCOUNTING...CITATION

These matters were heard in Chambers. Mr. Payne advised a Complaint was filed in Tennessee by his client, Michael Echevarria. He provided Court with a copy of the Tennessee Order reflecting that Court has jurisdiction, which Mr. Payne stated is in dispute. Mr. Payne also provided Tennessee's Answer for review and advised a trial is set for 7/9/05. Ms. Brickfield advised the property in Tennessee has been sold and there is only \$150,000 held in escrow there. Ms. Tyrell stated she has reviewed bank statements in full from January and is awaiting additional statements. She stated the bulk of the \$100,000 has been accounted for and used for bills and California litigation. Senior Protective Services has been out to the ward's home and found no concerns and the ward is being taken care of. Ms. Tyrell further stated the ward does need liquid resources. Discussion regarding illegal activity at the home. Ms. Brickfield stated her client was drug tested and the results were negative. COMMISSIONER RECOMMENDED, Court REAFFIRMED Nevada has jurisdiction. A TRIAL in Tennessee is set for 7/9/05. Counsel will do WRITTEN DISCOVERY immediately. Mr. Payne to FILE his Motion to Stay and EXPLAIN what issues are overlapping, and what will be heard

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Minutes Date:

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in Nevada verses Tennessee, then Ms. Brickfield to file her objection. This Court will then make a DECISION ON the SCOPE of the Evidentiary Hearing. At the next hearing, Ms. Tyrell is to RECOMMEND a figure only for a monthly budget for the ward's care. The guardian is PERMITTED to liquidate \$35,000 worth of life insurance and use \$10,000 for this month. Petition To Borrow Money is GRANTED with conditions. Petition for Payment, Reimbursement, Restitution, Accounting is CONTINUED to the Evidentiary Hearing. Citation is OFF CALENDAR.
7/14/05 9 AM PETITION FOR PAYMENT, REIMBURSEMENT, RESTITUTION, ACCOUNTING

INTERIM CONDITIONS:

FUTURE HEARINGS:

May 11, 2005 1:30 PM Citation
Henry, Jennifer
Courtroom TBA

Canceled: July 14, 2005 12:00 AM Petition
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated
Henry, Jennifer
Courtroom TBA

Canceled: July 14, 2005 9:00 AM Hearing
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Judge
Henry, Jennifer
Courtroom TBA

Canceled: July 21, 2005 9:00 AM Hearing
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Judge
Henry, Jennifer
Courtroom TBA

Canceled: August 22, 2007 9:00 AM Motion

August 29, 2007 10:00 AM Citation
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Hearing
Courtroom 20
Norheim, Jon

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August 29, 2007 10:00 AM Return Hearing
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Hearing
Courtroom 20
Norheim, Jon

Canceled: March 12, 2014 9:00 AM Hearing - HM

Canceled: April 09, 2014 10:00 AM Hearing - HM

*Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per
Attorney or Pro Per*

*Courtroom 07
Norheim, Jon*

July 31, 2014 1:30 PM Hearing - HM
Courtroom 01
Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****June 22, 2005**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

June 22, 2005**9:00 AM****Motion****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom TBA**COURT CLERK:****PARTIES:**

Angel Echeverria, Guardian, present

Elizabeth Brickfield, Attorney, present

Jean Echevarria, Ward, present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- The Guardianship Commissioner was sitting under the direction and in lieu of the Guardianship Judge. Mr. Payne noted that the Tennessee case is set for calendar call in July. Argument regarding jurisdiction. Mr. Payne cited NRS 159.305(2). Ms. Tyrell noted that the property in California was sold. She is in receipt of a budget prepared by a CPA. Discussion regarding the budget. COMMISSIONER RECOMMENDED, Petition APPROVED AND GRANTED IN PART as to the STAY of proceedings. Evidentiary Hearing is VACATED. Ms. Tyrell to prepare budget and show the Court what the CPA submitted, in camera. Discovery will go forward. There will be no duplication or overlapping of discovery between what is done in Nevada and in Tennessee. Commissioner will have grave trouble assessing the costs of duplicate discovery to the ward's estate. Counsel agreed the Commissioner and Ms. Tyrell can meet and discuss how much, if any, information from the budget can be released to Michael. Mr. Payne to prepare an Order with Ms. Brickfield to review.

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INTERIM CONDITIONS:

FUTURE HEARINGS:

Canceled: July 14, 2005 12:00 AM Petition

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated

Henry, Jennifer

Courtroom TBA

Canceled: July 14, 2005 9:00 AM Hearing

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Judge

Henry, Jennifer

Courtroom TBA

Canceled: July 21, 2005 9:00 AM Hearing

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Judge

Henry, Jennifer

Courtroom TBA

Canceled: August 22, 2007 9:00 AM Motion

August 29, 2007 10:00 AM Citation

Courtroom 20

Norheim, Jon

August 29, 2007 10:00 AM Hearing

Courtroom 20

Norheim, Jon

August 29, 2007 10:00 AM Return Hearing

Courtroom 20

Norheim, Jon

August 29, 2007 10:00 AM Hearing

Courtroom 20

Norheim, Jon

Canceled: March 12, 2014 9:00 AM Hearing - HM

Canceled: April 09, 2014 10:00 AM Hearing - HM

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Attorney or Pro Per

Courtroom 07

Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM

Courtroom 01

Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****August 25, 2005**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

August 25, 2005**10:00 AM****Hearing****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom TBA**COURT CLERK:****PARTIES:**

Angel Echeverria, Guardian, not present

Elizabeth Brickfield, Attorney, not present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- Elyse Tyrell was present in Chambers. It was agreed by Ms. Brickfield and Mr. Payne that they would not be present at this meeting. Ms. Tyrell stated she met with the ward's daughter with Ms. Brickfield present, and the California CPA, Mark Ashegian. Mr. Ashegian submitted a budget and agreed the ward is in too much debt. As of June, Mr. Ashegian is paying all of the bills. Commissioner and Ms. Tyrell reviewed the actual monthly budget and the revised budget submitted by Mr. Ashegian. Ms. Tyrell stated, according to the guardian, only the ward, the guardian and ward's grandson are residing in the home. COMMISSIONER RECOMMENDED, the following portions of the budget can be released: the cover sheet, including Ms. Tyrell's budget based upon the numbers; No. 1 - Report Summary, No. 2 - Income and Expenses Summary, and No. 3 - Cash Receipts. The portions of the budget which cannot be released are: No. 5 - Monthly Schedule of Expenses, No. 6 - Cancelled Checks, No. 7 - Statements of Accounts, and No. 8 - Estimated Monthly Expenses by Angel, only the first 2 pages can be released, not the remainder which are cancelled checks. A copy of this Minute Order is to be placed in the attorney folders of Ms. Brickfield and Mr. Payne.

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Minutes Date:

December 08, 2004

INTERIM CONDITIONS:

FUTURE HEARINGS:

Canceled: August 22, 2007 9:00 AM Motion

August 29, 2007 10:00 AM Citation
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Hearing
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Return Hearing
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Hearing
Courtroom 20
Norheim, Jon

Canceled: March 12, 2014 9:00 AM Hearing - IIM

Canceled: April 09, 2014 10:00 AM Hearing - IEM

*Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per
Attorney or Pro Per
Courtroom 07
Norheim, Jon*

July 31, 2014 1:30 PM Hearing - HM
Courtroom 01
Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****November 09, 2005**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

**November 09,
2005**

10:00 AM**Petition****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom TBA**COURT CLERK:****PARTIES:**

Angel Echeverria, Guardian, not present

Elizabeth Brickfield, Attorney, not present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- COMMISSIONER RECOMMENDED, petition APPROVED and GRANTED.

INTERIM CONDITIONS:**FUTURE HEARINGS:**

Canceled: August 22, 2007 9:00 AM Motion

August 29, 2007 10:00 AM Citation
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Hearing
Courtroom 20
Norheim, Jon

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August 29, 2007 10:00 AM Return Hearing
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Hearing
Courtroom 20
Norheim, Jon

Canceled: March 12, 2014 9:00 AM Hearing - HM

Canceled: April 09, 2014 10:00 AM Hearing - HM

*Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per
Attorney or Pro Per*

Courtroom 07

Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM
Courtroom 01
Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****May 02, 2007**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

May 02, 2007**10:00 AM****Hearing****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom 20**COURT CLERK:****PARTIES:**

Angel Echeverria, Guardian, present

Elizabeth Brickfield, Attorney, present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- Carol Critchett, Court Clerk, present.

The Guardianship Commissioner was sitting under direction and in lieu of the Guardianship Judge.

Counsel stated she has not received anything from Michael Echevarria.

Discussion regarding the Guardian Ad Litem (GAL) fees.

COMMISSIONER RECOMMENDED, request GRANTED.

GAL fees REDUCED TO JUDGMENT.

Counsel shall prepare and submit the Order for signature by the Guardianship Judge.

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INTERIM CONDITIONS:

FUTURE HEARINGS:

Canceled: August 22, 2007 9:00 AM Motion

August 29, 2007 10:00 AM Citation
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Hearing
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Return Hearing
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Hearing
Courtroom 20
Norheim, Jon

Canceled: March 12, 2014 9:00 AM Hearing - HM

Canceled: April 09, 2014 10:00 AM Hearing - HM

*Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per
Attorney or Pro Per
Courtroom 07
Norheim, Jon*

July 31, 2014 1:30 PM Hearing - HM
Courtroom 01
Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****June 27, 2007**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

June 27, 2007**10:00 AM****Hearing****HEARD BY:** Henry, Jennifer**COURTROOM:** Courtroom 20**COURT CLERK:** Kathleen Boyle**PARTIES:**

Angel Echeverria, Guardian, not present

Elizabeth Brickfield, Attorney, present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, Attorney, present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- Court Clerk: Kathy Boyle. Elyse Tyrell, Guardian Ad Litem, also present.

The Guardianship Commissioner was sitting under the direction and in lieu of the Guardianship Judge. After discussion by counsel, COMMISSIONER RECOMMENDED, this matter be CONTINUED for Mr. Payne to prepare a Citation, which shall be filed ten days prior to the next hearing.

CONTINUED TO: 7/25/07 at 10:00 AM

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INTERIM CONDITIONS:

FUTURE HEARINGS:

Canceled: August 22, 2007 9:00 AM Motion

August 29, 2007 10:00 AM Citation
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Hearing
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Return Hearing
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Hearing
Courtroom 20
Norheim, Jon

Canceled: March 12, 2014 9:00 AM Hearing - HM

Canceled: April 09, 2014 10:00 AM Hearing - HM
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per
Attorney or Pro Per
Courtroom 07
Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM
Courtroom 01
Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****July 25, 2007**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

July 25, 2007**10:00 AM****All Pending Motions****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom 20**COURT CLERK:****PARTIES:**

Angel Echeverria, Guardian, present

Elizabeth Brickfield, Attorney, present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
present

Cary Payne, Attorney, present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- Court Clerk: Lori Parr

The Guardianship Commissioner was sitting under direction and in lieu of the Guardianship Judge.

Elyse Tyrell, Esq., Guardian Ad Litem (GAL), also present.

CITATION TO APPEAR AND SHOW CAUSE...HEARING

GAL requested the matter be continued as she needs more time to prepare her report.

Following argument by counsel, COMMISSIONER RECOMMENDED, matter CONTINUED. Anna Echevarria is REFERRED to American Toxicology Institute (ATI) for drug testing (hair and urine). She is to come to the Courtroom on 7/26/07 at 1:30 p.m. to get her hand stamped. Michael

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Echevarria is to pay for the testing. If Anna is positive, she is to reimburse Michael.

CONTINUED TO: 8/29/07 10:00 AM

8/29/07 10:00 AM RETURN: GAL REPORT/ATI (ANNA ECHEVARRIA)

INTERIM CONDITIONS:

FUTURE HEARINGS:

Canceled: August 22, 2007 9:00 AM Motion

August 29, 2007 10:00 AM Citation
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Hearing
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Return Hearing
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Hearing
Courtroom 20
Norheim, Jon

Canceled: March 12, 2014 9:00 AM Hearing - IIM

Canceled: April 09, 2014 10:00 AM Hearing - IIM
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per
Attorney or Pro Per
Courtroom 07
Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM
Courtroom 01
Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****August 29, 2007**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

August 29, 2007**9:00 AM****Motion****HEARD BY:** Muirhead, Greta**COURTROOM:** Courtroom 20**COURT CLERK:** Donna McGinnis**PARTIES:**

Angel Echeverria, Guardian, present

Elizabeth Brickfield, Attorney, present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- COURT CLERK: DONNA MCGINNIS

TRAINEE: LINDA JAMES

The Guardianship Commissioner is sitting under the direction and in lieu of the Guardianship Judge.

At request of both counsel, COMMISSIONER RECOMMENDED, hearing CONTINUED one week.
During the interim parties agreed to stay enforcement of judgment.

CONTINUED TO 9/5/07 10:00 AM

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FUTURE HEARINGS:

August 29, 2007 10:00 AM Citation
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Hearing
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Return Hearing
Courtroom 20
Norheim, Jon

August 29, 2007 10:00 AM Hearing
Courtroom 20
Norheim, Jon

Canceled: March 12, 2014 9:00 AM Hearing - HM

Canceled: April 09, 2014 10:00 AM Hearing - IEM
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per
Attorney or Pro Per
Courtroom 07
Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM
Courtroom 01
Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****September 05, 2007**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

**September 05,
2007****10:00 AM****Motion****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom 20**COURT CLERK:** Kathleen Boyle**PARTIES:**

Angel Echeverria, Guardian, present

Elizabeth Brickfield, Attorney, present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
present

Cary Payne, Attorney, present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- Court Clerk: Kathy Boyle. Elyse Tyrell, Bar #5531, Guardian Ad Litem, also present.

The Guardianship Commissioner was sitting under the direction and in lieu of the Guardianship Judge. Ms. Tyrell advised the Court she had recommended Robert Ansarra step in as the Guardian of the Estate and Successor Trustee of the Trust. Both sides are in agreement. Ms. Tyrell is concerned that the litigation between the parties is still ongoing. The Ward does not have money to continue litigating, the property in Las Vegas needs to be made available for sale. Arguments by counsel.

COMMISSIONER RECOMMENDED, Ms. Tyrell shall be discharged as the Guardian ad Litem, and shall assume the role of attorney for Mr. Ansarra. The Court requires a Petition on file for Mr. Ansarra.

Ms. Tyrell shall prepare the Order. Ms. Brickfield and Mr. Payne shall sign off as to form and content.

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INTERIM CONDITIONS:

FUTURE HEARINGS:

Canceled: March 12, 2014 9:00 AM Hearing - IIM

Canceled: April 09, 2014 10:00 AM Hearing - IIM

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Attorney or Pro Per

Courtroom 07

Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM

Courtroom 01

Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****September 26, 2007**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

**September 26,
2007****9:00 AM****Hearing to Extend
Temporary Guardianship****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom 20**COURT CLERK:****PARTIES:**

Angel Echeverria, Guardian, not present

Elizabeth Brickfield, Attorney, not present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- Carol Critchett, Court Clerk, present.

The Guardianship Commissioner was sitting under direction and in lieu of the Guardianship Judge.

The order having been signed by the Guardianship Judge, the matter being on the Approved List and no objections being heard, COMMISSIONER RECOMMENDED, extension of temporary guardianship APPROVED and GRANTED

INTERIM CONDITIONS:**FUTURE HEARINGS:**

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Canceled: March 12, 2014 9:00 AM Hearing - IIM

Canceled: April 09, 2014 10:00 AM Hearing - IIM

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Attorney or Pro Per

Courtroom 07

Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM

Courtroom 01

Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****October 17, 2007**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

October 17, 2007**9:00 AM****Citation****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom 20**COURT CLERK:** Donna McGinnis**PARTIES:**

Angel Echeverria, Guardian, not present

Elizabeth Brickfield, Attorney, not present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,

Cary Payne, Attorney, Attorney, not present

Petitioner, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- COURT CLERK: DONNA MCGINNIS

TRAINEE: DENIECE LOPEZ

The Guardianship Commissioner was sitting under the direction and in lieu of the Guardianship Judge.

COMMISSIONER RECOMMENDED, petition APPROVED and GRANTED.

INTERIM CONDITIONS:**FUTURE HEARINGS:***Canceled: March 12, 2014 9:00 AM Hearing - HM**Canceled: April 09, 2014 10:00 AM Hearing - HM*

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*Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per
Attorney or Pro Per
Courtroom 07
Norheim, Jon*

July 31, 2014 1:30 PM Hearing - HM
Courtroom 01
Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****February 27, 2008**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

February 27, 2008**11:00 AM****Hearing****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom 20**COURT CLERK:** Carol Critchett**PARTIES:**

Angel Echeverria, Guardian, present

Elizabeth Brickfield, Attorney, not present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, present

Elyse Tyrell, Attorney, present

JOURNAL ENTRIES

- Meredith Stow, bar number 9203, present for Elizabeth Brickfield.

The Guardianship Commissioner was Sitting Under the Direction and In Lieu of the Guardianship Judge.

Discussion regarding the foreclosure of the Ward's house. Counsel stated she wanted to clarify the Stipulation needs to state the house is to be sold and the proceeds used for the Ward's care.

Discussion.

Argument by Ms. Stow.

Argument by Ms. Tyrell.

COMMISSIONER RECOMMENDED, petition APPROVED and GRANTED SUBJECT to CLARIFYING LANGUAGE being INCLUDED in the ORDER and APPROVED by ALL COUNSEL.

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Ms. Tyrell shall PREPARE and SUBMIT the ORDER.

INTERIM CONDITIONS:

FUTURE HEARINGS:

Canceled: March 12, 2014 9:00 AM Hearing - IIM

Canceled: April 09, 2014 10:00 AM Hearing - IIM

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Attorney or Pro Per

Courtroom 07

Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM

Courtroom 01

Norheim, Jon

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****May 14, 2008**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

May 14, 2008**9:00 AM****Hearing****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom 20**COURT CLERK:** Maggie Carrillo**PARTIES:**

Angel Echeverria, Guardian, not present

Elizabeth Brickfield, Attorney, not present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- The Guardianship Commissioner was sitting under direction and in lieu of the Guardianship Judge.

Prior to the hearing, Counsel requested this matter be continued.

COMMISSIONER RECOMMENDED, matter CONTINUED.

INTERIM CONDITIONS:**FUTURE HEARINGS:**

Canceled: March 12, 2014 9:00 AM Hearing - IIM

Canceled: April 09, 2014 10:00 AM Hearing - HM

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per

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Attorney or Pro Per
Courtroom 07
Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM
Courtroom 01
Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****May 21, 2008**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

May 21, 2008**9:00 AM****Hearing****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom 20**COURT CLERK:** Maggie Carrillo**PARTIES:**

Angel Echeverria, Guardian, not present

Elizabeth Brickfield, Attorney, not present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, present

JOURNAL ENTRIES

- Meredith Stow, Bar#9203, Present

Cory Payne, Bar#4357, Present

The Guardianship Commissioner was sitting under direction and in lieu of the Guardianship Judge.

Discussion and Argument by Ms. Tyrell regarding Mr. Michael Echevarria's agreement not to foreclose on the Ward's property unless the money was needed for her care.

Court noted; the Orders submitted stated Mr. Echevarria was to never foreclose on the Ward's property which was incorrect.

Discussion and Argument by Mr. Payne regarding this courts jurisdiction over the Ward's property in California.

Court noted; this Court does have jurisdiction over the Ward's Trust and the property in California.

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COMMISSIONER RECOMMENDED, matter HEARD. There shall be NO CHANGES made today to the agreement made at the last hearing. Mr. Payne shall prepare and submit a Report and Recommendation and shall reflect Mr. Michael Echevarria's agreement not to foreclose on the Ward's property as long as the property is providing income for the care of the Ward. Mr. Payne shall send a copy of the Report and Recommendation to Ms. Tyrell and Ms. Stow for their review. If the Counsel does not agree with the Report and Recommendation, Counsel shall submit a letter to the Court stating their reasons. A copy of the letter shall be sent to opposing Counsel. The Court will then review the letter and set a conference call with Counsel to try and resolve the issues.

INTERIM CONDITIONS:

FUTURE HEARINGS:

Canceled: March 12, 2014 9:00 AM Hearing - HM

Canceled: April 09, 2014 10:00 AM Hearing - IIM

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Attorney or Pro Per

Courtroom 07

Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM

Courtroom 01

Norheim, Jon

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES**

June 25, 2008

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

June 25, 2008**10:00 AM****Hearing****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom 12**COURT CLERK:** Lori Parr**PARTIES:**

Angel Echeverria, Guardian, present

Elizabeth Brickfield, Attorney, present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, present

Elyse Tyrell, Attorney, present

JOURNAL ENTRIES

- The Guardianship Commissioner was sitting under direction and in lieu of the Guardianship Judge.

Follow argument, COMMISSIONER RECOMMENDED, Petition to Increase Monthly Allowance is DENIED.

Ms. Brickfield shall prepare a Report and Recommendation.

INTERIM CONDITIONS:**FUTURE HEARINGS:**

Canceled: March 12, 2014 9:00 AM Hearing - HM

Canceled: April 09, 2014 10:00 AM Hearing - HM

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*Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per
Attorney or Pro Per
Courtroom 07
Norheim, Jon*

July 31, 2014 1:30 PM Hearing - HM
Courtroom 01
Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****February 25, 2009**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

February 25, 2009**9:00 AM****Hearing for Account and
Report****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom 09**COURT CLERK:** Maggie Carrillo**PARTIES:**

Angel Echeverria, Guardian, not present	Elizabeth Brickfield, Attorney, present
Jean Echevarria, Ward, not present	
Michael Echevarria, Temporary Guardian, Petitioner, not present	Cary Payne, Attorney, present
Nevada Care Mgt, Guardian, not present	
Parties Receiving Notice, Other, not present	
Robert Ansara, Guardian of Estate, not present	Elyse Tyrell, Attorney, present

JOURNAL ENTRIES

- Per counsel's request, COMMISSIONER RECOMMENDED; Matter CONTINUED. Return Hearing SET.

INTERIM CONDITIONS:**FUTURE HEARINGS:**

Canceled: March 12, 2014 9:00 AM Hearing - HM

Canceled: April 09, 2014 10:00 AM Hearing - HM

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Attorney or Pro Per

Courtroom 07

Norheim, Jon

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July 31, 2014 1:30 PM Hearing - HM
Courtroom 01
Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****March 11, 2009**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

March 11, 2009**9:00 AM****Hearing for Account and
Report****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom 09**COURT CLERK:****PARTIES:**

Angel Echeverria, Guardian, not present

Elizabeth Brickfield, Attorney, present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, present

JOURNAL ENTRIES

- Tristana Cox, Court Clerk trainee, present. (TC)

Maggie Carrillo, Court Clerk, present.

The Guardianship Commissioner was sitting under direction and in lieu of the Guardianship Judge.

Counsel stated they have reached an agreement regarding Ms. Brickfield's fees being paid prorated.

COMMISSIONER RECOMMENDED, ACCOUNTING APPROVED and GRANTED pursuant to
counsel's agreement.

Ms. Tyrell is to submit the Order.

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December 08, 2004

INTERIM CONDITIONS:

FUTURE HEARINGS:

Canceled: March 12, 2014 9:00 AM Hearing - HM

Canceled: April 09, 2014 10:00 AM Hearing - HM

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Attorney or Pro Per

Courtroom 07

Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM

Courtroom 01

Norheim, Jon

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****April 01, 2009**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

April 01, 2009**9:00 AM****Petition****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom 09**COURT CLERK:** Maggie Carrillo**PARTIES:**

Angel Echeverria, Guardian, not present

Elizabeth Brickfield, Attorney, present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, present

JOURNAL ENTRIES

- The Guardianship Commissioner was sitting under direction and in lieu of the Guardianship Judge.

Ms. Tyrell stated they filed an objection and stated there is no benefit to the wards estate and the fees should not be charged to the estate.

Court noted;

COMMISSIONER RECOMMENDED; Petition for Approval of Angel Echevarria's Attorney's Fees and Costs is APPROVED and GRANTED to the extent there is money in the Estate to pay out. Mr. Ansera should determine what if anything should be paid out of the Estate. Ms. Brickfield shall prepare the Order.

INTERIM CONDITIONS:

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FUTURE HEARINGS:

Canceled: March 12, 2014 9:00 AM Hearing - HM

Canceled: April 09, 2014 10:00 AM Hearing - HM

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Attorney or Pro Per

Courtroom 07

Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM

Courtroom 01

Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****March 03, 2010**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

March 03, 2010**9:00 AM****Hearing for Account and
Report****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom 09**COURT CLERK:** Maggie Carrillo**PARTIES:**

Angel Echeverria, Guardian, not present

Elizabeth Brickfield, Attorney, not present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present Elyse Tyrell, Attorney, present

JOURNAL ENTRIES

- Meredith Markwell, Bar#9203, Present

The Guardianship Commissioner was sitting under direction and in lieu of the Guardianship Judge.

The order having been signed by the Guardianship Judge, the matter being on the Approved List and no objections being heard, COMMISSIONER RECOMMENDED; Petition on Second Account and Report of Guardian and Petition for Payment of Fees is APPROVED and GRANTED.

INTERIM CONDITIONS:

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FUTURE HEARINGS:

Canceled: March 12, 2014 9:00 AM Hearing - HM

Canceled: April 09, 2014 10:00 AM Hearing - HM

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Attorney or Pro Per

Courtroom 07

Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM

Courtroom 01

Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES**

January 05, 2011

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

January 05, 2011**9:00 AM****Hearing****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom 09**COURT CLERK:** Maggie Carrillo**PARTIES:**

Angel Echeverria, Guardian, not present

Elizabeth Brickfield, Attorney, not present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- The Guardianship Commissioner was sitting under direction and in lieu of the Guardianship Judge.

The order having been signed by the Guardianship Judge, the matter being on the Approved List and no objections being heard, COMMISSIONER RECOMMENDED; Petition of Third Account and Report of Guardian; Petition for Payment of Fees and Petition to Abandon Real Property is APPROVED and GRANTED.

INTERIM CONDITIONS:**FUTURE HEARINGS:**

Canceled: March 12, 2014 9:00 AM Hearing - IIM

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Canceled: April 09, 2014 10:00 AM Hearing - IIM

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Attorney or Pro Per

Courtroom 07

Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM

Courtroom 01

Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****November 23, 2011**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

**November 23,
2011****9:00 AM****Hearing for Account and
Report****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom 07**COURT CLERK:** Maggie Carrillo**PARTIES:**

Angel Echeverria, Guardian, not present

Elizabeth Brickfield, Attorney, not present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present Elyse Tyrell, Attorney, present

JOURNAL ENTRIES

- Jing Zhao, Bar#11487, Present on behalf of Ms. Brickfield

The Guardianship Commissioner was sitting under direction and in lieu of the Guardianship Judge.

Ms. Tyrell stated, there was an objection filed that she had not seen. Ms. Tyrell clarified the request was to confirm the most recent fees for the year.

The Court clarified the fees will be paid on a pro rated basis when funds are available.

COMMISSIONER RECOMMENDED; Petition on Fourth Account and Report of Guardian and
Petition for Payment of Fees is APPROVED and GRANTED.

PRINT DATE: 07/11/2014

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Minutes Date:

December 08, 2004

INTERIM CONDITIONS:

FUTURE HEARINGS:

Canceled: March 12, 2014 9:00 AM Hearing - HM

Canceled: April 09, 2014 10:00 AM Hearing - HM

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Attorney or Pro Per

Courtroom 07

Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM

Courtroom 01

Norheim, Jon

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****August 15, 2012**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

August 15, 2012**9:00 AM****Petition for Instructions****HEARD BY:** Norheim, Jon Norheim, Jon**COURTROOM:** Courtroom 07**COURT CLERK:** Maggie Carrillo**PARTIES:**

Angel Echeverria, Guardian, not present

Elizabeth Brickfield, Attorney, not present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- The Guardianship Commissioner was sitting under direction and in lieu of the Guardianship Judge.

The order having been signed by the Guardianship Judge, the matter being on the Approved List and no objections being heard, COMMISSIONER RECOMMENDED; Petition for Instructions is APPROVED and GRANTED.

INTERIM CONDITIONS:**FUTURE HEARINGS:***Canceled: March 12, 2014 9:00 AM Hearing - HM**Canceled: April 09, 2014 10:00 AM Hearing - HM*

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*Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per
Attorney or Pro Per
Courtroom 07
Norheim, Jon*

July 31, 2014 1:30 PM Hearing - HM
Courtroom 01
Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****February 06, 2013**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

February 06, 2013 9:00 AM**Hearing for Account and
Report****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom 07**COURT CLERK:** Helen F. Green**PARTIES:**

Angel Echeverria, Guardian, not present	Elizabeth Brickfield, Attorney, not present
Jean Echevarria, Ward, not present	
Michael Echevarria, Temporary Guardian, Petitioner, not present	Cary Payne, Attorney, Attorney, not present
Nevada Care Mgt, Guardian, not present	
Parties Receiving Notice, Other, not present	
Robert Ansara, Guardian of Estate, not present	Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- The Guardianship Commissioner was sitting under direction and in lieu of the Guardianship Judge.

The order having been signed by the Guardianship Judge, the matter being on the Approved List and no objections being heard, COMMISSIONER RECOMMENDED; the Fifth Account and Report of Guardian and Petition For Payment of Fees is APPROVED and GRANTED.

INTERIM CONDITIONS:**FUTURE HEARINGS:**

Canceled: March 12, 2014 9:00 AM Hearing - HM

Canceled: April 09, 2014 10:00 AM Hearing - HM

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*Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per
Attorney or Pro Per
Courtroom 07
Norheim, Jon*

July 31, 2014 1:30 PM Hearing - HM
Courtroom 01
Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****December 18, 2013**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

December 18, 2013 9:00 AM**Hearing - HM****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom 07**COURT CLERK:** Amy Lunsford**PARTIES:**

Angel Echeverria, Guardian, not present

Elizabeth Brickfield, Attorney, present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, present

JOURNAL ENTRIES

- HEARING ON REPORT TO COURT REGARDING SALE OF WARD'S TRUST ASSET

The Guardianship Commissioner was sitting under direction and in lieu of the Guardianship Judge.

Court and Counsel engaged in discussion regarding the sale of the building in California and the plan for distribution of the proceeds. Attorney Brickfield asserted that the agreement entered into in 2008 specified that Mr. Echevarria's foreclosure could not go forward. Attorney Brickfield argued that important details of the intended sale have not been provided and she recommended bifurcation of the proceeding. Court and Counsel engaged in further discussion regarding the current status of the building, Mr. Echevarria's lien, Mr. Echevarria's offer to voluntarily assist in financial support of the ward, and the IRS lien also on the property. Upon inquiry from the Court, Attorney Brickfield indicated that she would like the opportunity to confer with Mr. Ansara.

Following discussion COMMISSIONER RECOMMENDED, matter CONTINUED to 1/2/14 at 9:00 a.m.

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INTERIM CONDITIONS:

FUTURE HEARINGS:

Canceled: March 12, 2014 9:00 AM Hearing - IIM

Canceled: April 09, 2014 10:00 AM Hearing - IIM

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Attorney or Pro Per

Courtroom 07

Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM

Courtroom 01

Norheim, Jon

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****January 02, 2014**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

January 02, 2014**9:00 AM****Hearing - HM****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom 01**COURT CLERK:** Peg Franchetti**PARTIES:**

Angel Echeverria, Guardian, not present

Elizabeth Brickfield, Attorney, not present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- HEARING ON REPORT TO COURT REGARDING SALE OF WARD'S TRUST ASSET

Amy Lunsford, Courtroom Clerk, also present.

The Guardianship Commissioner was sitting under direction and in lieu of the Guardianship Judge.

Matter called at 10:17 AM.

The Court stated that at the previous hearing on 12/18/13 Attorney Brickfield had not filed an objection but was considering doing so; the Court gave her an opportunity to file an objection.

Because neither party is appearing today, the Court assumes Attorney Brickfield's client has decided not to move forward with an objection. COMMISSIONER RECOMMENDED, Report to Court Regarding Sale of Ward's Trust Asset is APPROVED and GRANTED.

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Minutes Date:

December 08, 2004

INTERIM CONDITIONS:

FUTURE HEARINGS:

Canceled: March 12, 2014 9:00 AM Hearing - HM

Canceled: April 09, 2014 10:00 AM Hearing - HM

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Attorney or Pro Per

Courtroom 07

Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM

Courtroom 01

Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****January 29, 2014**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

January 29, 2014**9:00 AM****Hearing for Account and
Report****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom 07**COURT CLERK:** Amy Lunsford**PARTIES:**

Angel Echeverria, Guardian, not present

Elizabeth Brickfield, Attorney, not present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- HEARING FOR ACCOUNT AND REPORT

The Guardianship Commissioner was sitting under direction and in lieu of the Guardianship Judge.

The order having been signed by the Guardianship Judge, the matter being on the Approved List and no objections being heard, COMMISSIONER RECOMMENDED; Sixth Account and Report of Guardian and Petition for Payment of Fees is APPROVED and GRANTED.

INTERIM CONDITIONS:**FUTURE HEARINGS:**

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Canceled: March 12, 2014 9:00 AM Hearing - IIM

Canceled: April 09, 2014 10:00 AM Hearing - IIM

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Attorney or Pro Per

Courtroom 07

Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM

Courtroom 01

Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****February 27, 2014**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

February 27, 2014**1:30 PM****Hearing - HM****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom 01**COURT CLERK:** Amy Lunsford**PARTIES:**

Angel Echeverria, Guardian, not present

Elizabeth Brickfield, Attorney, not present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, not present

Elyse Tyrell, Attorney, not present

JOURNAL ENTRIES

- HEARING ON PETITION FOR DISTRIBUTION OF ESTATE FUNDS ON OST

The Guardianship Commissioner was sitting under direction and in lieu of the Guardianship Judge.

Court noted that this matter was set on an Order Shortening Time; there was some confusion as to the setting - some parties appeared at 9:30 a.m. and indicated that they would be unable to appear at 1:30 p.m. today. The parties agreed to continue the matter to March 12th.

Pursuant to STIPULATION, COMMISSIONER RECOMMENDED, matter CONTINUED to 3/12/14 at 9:00 a.m.

PRINT DATE: 07/11/2014

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Minutes Date:

December 08, 2004

INTERIM CONDITIONS:

FUTURE HEARINGS:

Canceled: March 12, 2014 9:00 AM Hearing - IIM

Canceled: April 09, 2014 10:00 AM Hearing - IIM

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Attorney or Pro Per

Courtroom 07

Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM

Courtroom 01

Norheim, Jon

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Guardianship of Adult**COURT MINUTES****March 12, 2014**

04G027262

In the Matter of the Guardianship of:
Jean Echevarria, Adult Ward(s)

March 12, 2014**9:00 AM****Hearing - HM****HEARD BY:** Norheim, Jon**COURTROOM:** Courtroom 07**COURT CLERK:** Amy Lunsford**PARTIES:**

Angel Echeverria, Guardian, not present

Elizabeth Brickfield, Attorney, present

Jean Echevarria, Ward, not present

Michael Echevarria, Temporary Guardian,
Petitioner, not present

Cary Payne, Attorney, Attorney, not present

Nevada Care Mgt, Guardian, not present

Parties Receiving Notice, Other, not present

Robert Ansara, Guardian of Estate, present

Elyse Tyrell, Attorney, present

JOURNAL ENTRIES

- HEARING ON PETITION FOR AN ORDER FOR DISTRIBUTION OF ESTATE FUNDS

The Guardianship Commissioner was sitting under direction and in lieu of the Guardianship Judge.

Court and Counsel engaged in discussion regarding the completion of sale of the building in California; the subsequent recognition of Michael Echevarria's lien on the property; and the distribution of the funds from the sale. Court and Counsel engaged in further discussion regarding the offered proposal regarding payment of fees and the allegations of contempt against Michael Echevarria. At the request of Counsel the Court specifically clarifies that this Court retains jurisdiction over the ward's funds.

COMMISSIONER RECOMMENDED; Petition by Lionel Sawyer & Collins for an Order For Distribution of Estate Funds is **CONDITIONALLY GRANTED**, subject to the review and agreement by Counsel of the specific amounts to be paid.

PRINT DATE: 07/11/2014

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Minutes Date:

December 08, 2004

INTERIM CONDITIONS:

FUTURE HEARINGS:

Canceled: March 12, 2014 9:00 AM Hearing - HM

Canceled: April 09, 2014 10:00 AM Hearing - HM

Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Attorney or Pro Per

Courtroom 07

Norheim, Jon

July 31, 2014 1:30 PM Hearing - HM

Courtroom 01

Norheim, Jon

Certification of Copy and Transmittal of Record

State of Nevada }
County of Clark } SS:

Pursuant to the Supreme Court order dated July 7, 2014, I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, do hereby certify that the foregoing is a true, full and correct copy of the complete trial court record for the above referenced case. The record comprises nine volumes with pages numbered 1 through 1957.

In the Matter of the Guardianship of: JEAN
ECHEVARRIA, ADULT WARD(s),

Case No: G027262
Dept No: E

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 11 day of July 2014.

Steven D. Grierson, Clerk of the Court



Teodora Jones, Deputy Clerk

IN THE SUPREME COURT OF THE STATE OF NEVADA

In the Matter of: THE GUARDIANSHIP
OF THE PERSON AND ESTATE OF
JEAN RUTH ECHEVARRIA, AN ADULT
WARD,

Case No: G027262
SC Case No: 65598

MICHAEL A. ECHEVARRIA,
Appellant

vs.
ROBERT L. ANSARA; AND ANGEL
ECHEVARRIA,
Respondents,

RECORD ON APPEAL VOLUME 8

ATTORNEY FOR APPELLANT
MICHAEL ECHEVARRIA,
PROPER PERSON
10632 PENROSE ST.
SUN VALLEY, CA 91352

ATTORNEY FOR RESPONDENT
ELYSE M. TYRELL, ESQ.
11920 SOUTHERN HIGHLANDS PKY.,
STE. 201
LAS VEGAS, NV 89141

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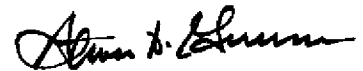
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CLERK OF THE COURT

OSFF

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
11920 Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
(702) 382-2210
(702) 382-9242 (fax)
elyse@probatelawlv.com

Attorney for the Guardian of the
Estate and Successor Trustee of
the Ward's Living Trust,
ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

**ORDER SETTLING FOURTH ACCOUNT AND REPORT OF GUARDIAN AND ORDER
AUTHORIZING PAYMENT OF FEES**

Date of Hearing: 11/23/11
Time of Hearing: 9:00 a.m.

BE IT REMEMBERED that ROBERT L. ANSARA, Guardian of the estate
of the above-named adult ward filed herein his Fourth Account and
Report of Guardian and Petition for Payment of Fees; the same having
come on regularly for hearing on this date before the above-entitled
Court; it appearing to the satisfaction of the Court that proper
notice of hearing of this matter has been duly given in the manner
required by law; that all allegations contained in said account and
petition are true and correct; and good cause appearing therefore,

NOW, THEREFORE, IT IS HEREBY ORDERED that the Fourth Account and
Report submitted by the said Guardian be, and the same is hereby
settled, allowed and approved, and all actions taken by the said
Guardian as set forth therein are hereby ratified and approved; and
it is

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GUARDIANSHIP

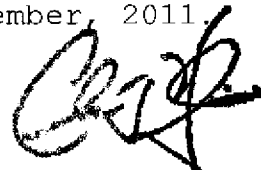

1 FURTHER ORDERED that the Guardian is authorized and directed to
2 pay himself, when funds become available, for fees which have been
3 previously approved by this court; and it is

4 FURTHER ORDERED that the Guardian is authorized and directed to
5 continue to pay himself the sum of \$200.00, on a monthly basis,
6 against which he will bill hourly; and it is


7 FURTHER ORDERED that the Guardian is authorized and directed to
8 pay the law firm of Trent, Tyrell & Associates the sum of \$12,780.69
9 when funds become available, as and for its fees and costs in
10 connection with this guardianship matter; and it is

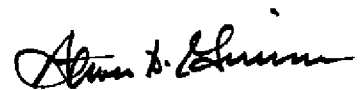
11 FURTHER ORDERED that the foregoing fees and costs shall be paid
12 on a pro-rata basis until such time as the same are satisfied in full.

13 DATED and DONE this 23rd day of November, 2011.

14 
15
16
17 DISTRICT JUDGE 

18 TRENT, TYRELL & ASSOCIATES

19 
20
21 ELYSE M. TYRELL, ESQ.
22 11920 Southern Highlands
23 Parkway, Suite 200
24 Las Vegas, Nevada 89141
25 Attorney for the Guardian
26
27
28



CLERK OF THE COURT

NEO

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
11920 Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
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elyse@probatelawlv.com
Attorney for the Guardian of the
Estate and Successor Trustee of
the Ward's Living Trust,
ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E


NOTICE OF ENTRY OF ORDER

TO: ALL PERSONS INTERESTED IN THE ABOVE-REFERENCED GUARDIANSHIP:

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that an Order
Settling Fourth Account and Report of Guardian and Order
Authorizing Payment of Fees, was entered by the court on the 23rd
day of November, 2011.

DATED this 23rd day of November, 2011.

TRENT, TYRELL & ASSOCIATES



ELYSE M. TYRELL, ESQ.
11920 Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141

CERTIFICATE OF MAILING

I, the undersigned, an employee of the law firm of Trent,
Tyrell & Associates do hereby declare that on the 28th day of
November, 2011, I placed in an envelope, postage pre-paid, first

1 class mail thereon, a copy of the foregoing Notice of Entry of
2 Order, to which a copy of the Order Settling Fourth Account and
3 Report of Guardian and Order Authorizing Payment of Fees was
4 attached, to-wit:

5 Robert L. Ansara
6 P.O. Box 30785
7 Las Vegas, NV 89173

8 Angel Echevarria
9 Anthony Echevarria
10 12 Desert Highlands Drive
11 Henderson, NV 89052

12 Michael Echevarria
13 120 Pana Drive
14 Hendersonville, TN 37075

15 Robert Echevarria
16 P.O. Box 5496
17 Mohave Valley, AZ 86446

18 Michael T. Echevarria
19 Tersa Echevarria
20 c/o Paula Cunningham
21 P.O. Box 341
22 La Canada, CA 91012

23 Ana Echevarria
24 Amanda Echevarria
25 c/o Angel Echevarria
26 12 Desert Highlands Drive
27 Henderson, NV 89052

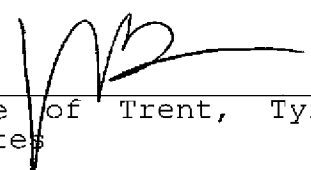
28 Elizabeth Brickfield, Esq.
300 S. Fourth Street #1700
Las Vegas, NV 89101

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212

Cary Colt Payne, Esq.
700 South Eighth Street
Las Vegas, NV 89101

Gary Vandever
501 Park Avenue, Suite B
Lebanon, TN 37087

1 There is a regular communication by mail between the Post
2 Office at Las Vegas, Nevada and the addresses to which the above-
3 referenced documentation was mailed.

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6 
Employee of Trent, Tyrell &
7 Associates
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CLERK OF THE COURT

OSFF

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
11920 Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
(702) 382-2210
(702) 382-9242 (fax)
elyse@probatelawlv.com
Attorney for the Guardian of the
Estate and Successor Trustee of
the Ward's Living Trust,
ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

**ORDER SETTLING FOURTH ACCOUNT AND REPORT OF GUARDIAN AND ORDER
AUTHORIZING PAYMENT OF FEES**

Date of Hearing: 11/23/11
Time of Hearing: 9:00 a.m.

BE IT REMEMBERED that ROBERT L. ANSARA, Guardian of the estate
of the above-named adult ward filed herein his Fourth Account and
Report of Guardian and Petition for Payment of Fees; the same having
come on regularly for hearing on this date before the above-entitled
Court; it appearing to the satisfaction of the Court that proper
notice of hearing of this matter has been duly given in the manner
required by law; that all allegations contained in said account and
petition are true and correct; and good cause appearing therefore,

NOW, THEREFORE, IT IS HEREBY ORDERED that the Fourth Account and
Report submitted by the said Guardian be, and the same is hereby
settled, allowed and approved, and all actions taken by the said
Guardian as set forth therein are hereby ratified and approved; and
it is

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NOV 10 2011

GUARDIANSHIP

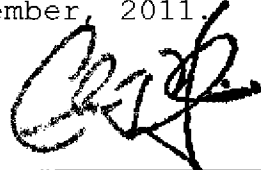
1 FURTHER ORDERED that the Guardian is authorized and directed to
2 pay himself, when funds become available, for fees which have been
3 previously approved by this court; and it is

4 FURTHER ORDERED that the Guardian is authorized and directed to
5 continue to pay himself the sum of \$200.00, on a monthly basis,
6 against which he will bill hourly; and it is

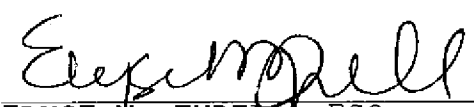
7 FURTHER ORDERED that the Guardian is authorized and directed to
8 pay the law firm of Trent, Tyrell & Associates the sum of \$12,780.69
9 when funds become available, as and for its fees and costs in
10 connection with this guardianship matter; and it is

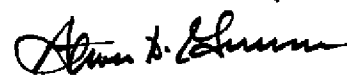
11 FURTHER ORDERED that the foregoing fees and costs shall be paid
12 on a pro-rata basis until such time as the same are satisfied in full.

13 DATED and DONE this 23rd day of November, 2011.

14
15 
16
17 DISTRICT JUDGE 8

18 TRENT, TYRELL & ASSOCIATES

19
20 
21 ELYSE M. TYRELL, ESQ.
22 11920 Southern Highlands
23 Parkway, Suite 200
24 Las Vegas, Nevada 89141
25 Attorney for the Guardian
26
27
28



CLERK OF THE COURT

PET
ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
11920 Southern Highlands
Parkway, Suite 201
Las Vegas, Nevada 89141
(702) 382-2210
(702) 382-9242 (fax)
elyse@probatelawlv.com
Attorney for the Guardian of the
Estate and Successor Trustee of
the Ward's Living Trust,
ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E
)

PETITION FOR INSTRUCTIONS

Date of Hearing: 08/15/12
Time of Hearing: 9:00 a.m

COMES NOW, the Petitioner, ROBERT L. ANSARA, the duly
appointed, qualified and acting Guardian of the estate of JEAN RUTH
ECHEVARRIA and Successor Trustee of the ward's living trust, whose
Petition respectfully represents the following to this Honorable
Court:

1. ROBERT L. ANSARA is the duly appointed, qualified and
acting Guardian of the estate of JEAN RUTH ECHEVARRIA, having been
appointed to serve in that capacity on the 17th day of October,
2007.

2. As the court is aware, the ward's estate owes the
following creditors, the balances of which, to date, are as

1 follows:

2 a. Michael Echevarria, in the original amount of
3 \$625,814.00 + 10% interest per year, for a judgment which was
4 secured by him.

5 b. Elizabeth Brickfield, in the amount of \$103,032.10,
6 for attorneys fees and costs.

7 c. Trent, Tyrell & Associates, in the amount of
8 \$13,203.25, as and for attorney's fees and costs.

9 d. Robert L. Ansara, in the amount of \$20,771.75, as
10 and for the Guardian's fees and costs, as well as Successor
11 Trustee's fees and costs.

12 3. Petitioner reports that, at this time, the ward's trust
13 is generating approximately \$3,000.00 in excess income per month
14 which Petitioner would like to use to defray the foregoing amounts
15 which are due from the ward.

16 4. Therefore, Petitioner would request that he be authorized
17 and directed to utilize up to \$3,000.00 of the ward's monthly
18 income, to satisfy, on a pro-rated basis, the expenses reflected
19 above, until the same are paid in full, or until there is no income
20 with which to satisfy the same.

21 WHEREFORE, Petitioner prays as follows:

22 1. That Petitioner be authorized and directed to utilize up
23 to \$3,000.00 of the ward's monthly income, to satisfy, on a pro-
24 rated basis, the expenses reflected above, until the same are paid
25 in full, or until there is no income with which to satisfy the
26 same.

27

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1 2. For such other and further relief as to the Court may
2 deem just and proper in the premises.

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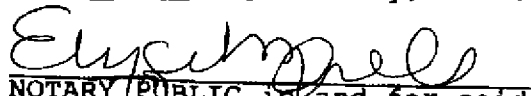

ROBERT L. ANSARA

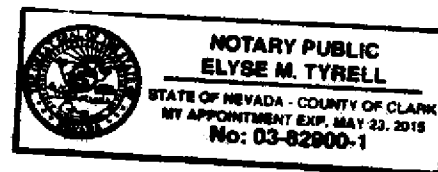
6 STATE OF NEVADA)
7 COUNTY OF CLARK) ss:

8 ROBERT L. ANSARA, being first duly sworn, deposes and says:
9 That he is the Guardian of the above-named ward's person and
10 estate, the Petitioner in the above-entitled matter; that he has
11 read the foregoing petition and knows the contents thereof; that
12 the same is true of his own knowledge except as to those matters
13 therein contained upon information and belief, and as to those
14 matters, he believes them to be true.

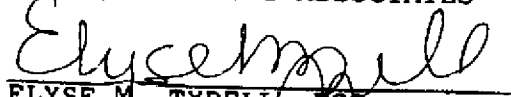

ROBERT L. ANSARA

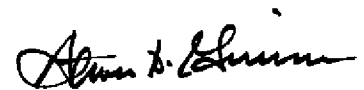
17 SUBSCRIBED and SWORN to before me
18 this 30 day of July, 2012.

19 
20 NOTARY PUBLIC in and for said
County and State



22 TRENT, TYRELL & ASSOCIATES

23 
24 ELYSE M. TYRELL, ESQ.
25 11920 So. Southern Highlands
Parkway, Suite 201
26 Las Vegas, Nevada 89141



CLERK OF THE COURT

NOTC

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
11920 Southern Highlands
Parkway, Suite 201
Las Vegas, Nevada 89141
(702) 382-2210
(702) 382-9242 (fax)
elyse@probatelawlv.com
Attorney for the Guardian of the
Estate and Successor Trustee of
the Ward's Living Trust,
ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E
)

NOTICE OF HEARING OF PETITION FOR INSTRUCTIONS

Date of Hearing: 08/15/12
Time of Hearing: 9:00 a.m.

NOTICE IS HEREBY GIVEN to all persons interested in the guardianship of the person and estate of the above-named adult ward, that Wednesday, the 15th day of August, 2012, at the hour of 9:00 a.m., in the Family Court and Service Center in Department E which is located at 601 N. Pecos, Las Vegas, Nevada, 89101, is hereby set as the time and place by the court for the hearing on the **Petition for Instructions**, filed by ROBERT L. ANSARA, at which time all persons interested in said matter are notified then and there to appear and show cause, if any they have, why said petition should not be granted.

Reference is hereby made to said petition, on file herein, for further particulars.

.....

.....

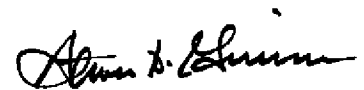
1 YOU DO NOT NEED TO APPEAR UNLESS YOU WISH TO FILE AN
2 OBJECTION.

3 DATED this 31st day of July, 2012,

4 TRENT, TYRELL & ASSOCIATES

5 

6 _____
7 ELYSE M. TYRELL, ESQ.
8 11920 Southern Highlands
9 Parkway, Suite 201
10 Las Vegas, Nevada 89141
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CLERK OF THE COURT

AFFOM

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
11920 Southern Highlands
Parkway, Suite 201
Las Vegas, Nevada 89141
(702) 382-2210
(702) 382-9242 (fax)
elyse@probatelawlv.com

Attorney for the Guardian of the
Estate and Successor Trustee of
the Ward's Living Trust,
ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

AFFIDAVIT OF MAILING

Date of Hearing: 08/15/12
Time of Hearing: 9:00 a.m.

STATE OF NEVADA)
: ss:
COUNTY OF CLARK)

DONNALYN WASANO, being first duly sworn according to law,
deposes and says:

On the 1st day of August, 2012, I personally placed in
envelopes, postage fully prepaid, first class postage thereon,
copies of the **Petition for Instructions**, along with a copy of the
Notice, addressed to the persons whose names and addresses are set
forth below, and deposited the same in the Post Office at Las
Vegas, Nevada, to-wit:

Robert L. Ansara
P.O. Box 30785
Las Vegas, NV 89173

1 Angel Echevarria
Anthony Echevarria
2 12 Desert Highlands Drive
Henderson, NV 89052
3
4 Michael Echevarria
120 Pana Drive
Hendersonville, TN 37075
5
6 Robert Echevarria
P.O. Box 5496
Mohave Valley, AZ 86446
7
8 Michael T. Echevarria
Tersa Echevarria
c/o Paula Cunningham
9 P.O. Box 341
La Canada, CA 91012
10
11 Ana Echevarria
Amanda Echevarria
c/o Angel Echevarria
12 12 Desert Highlands Drive
Henderson, NV 89052
13
14 Elizabeth Brickfield, Esq.
300 S. Fourth Street #1700
Las Vegas, NV 89101
15
16 Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212
17
18 Cary Colt Payne, Esq.
700 South Eighth Street
Las Vegas, NV 89101
19
20 Gary Vandever
501 Park Avenue, Suite B
Lebanon, TN 37087
21


22 There is a regular communication by mail between the Post

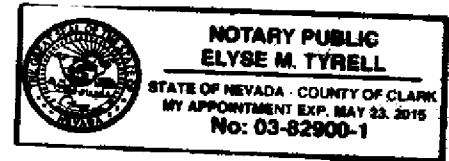
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1 Office at Las Vegas, Nevada, and the addresses to which the above-
2 referenced documentation was mailed.

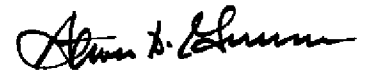
3
4 
5 DONNALYN WASANO

6
7
8 SUBSCRIBED and SWORN to before me
9 this 1st day of August, 2012.

10 
11 NOTARY PUBLIC in and for said
12 County and State



ORIGINAL



CLERK OF THE COURT

1 **OAG**
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 11920 Southern Highlands
6 Parkway, Suite 201
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 In the Matter of the Guardianship) CASE NO. G 27262
12 of the person and estate of) Family Court
13 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

14 **ORDER GIVING INSTRUCTIONS**

15 Date of Hearing: 08/15/12
16 Time of Hearing: 9:00 a.m

17 This matter having come on regularly for hearing on this date
18 before the above-entitled court on the 15th day of August, 2012,
19 upon the Petition for Instructions filed by ROBERT L. ANSARA,
20 Guardian of the Estate and Successor Trustee of the Ward's Living
21 Trust; the court having considered the same and having found that
22 all allegations contained therein are true and correct, and good
23 cause appearing therefor,

24 NOW, THEREFORE, IT IS HEREBY ORDERED ROBERT L. ANSARA is
25 authorized and directed to utilize up to \$3,000.00 of the ward's
26 monthly income, to satisfy, on a pro-rated basis, the following
27 expenses, until the same are paid in full, or until there is no
28 income with which to satisfy the same, to-wit:

RECEIVED
AUG 01 2012
GUARDIANSHIP

a. Michael Echevarria, in the original amount of \$625,814.00 + 10% interest per year, for a judgment which was secured by him.

b. Elizabeth Brickfield, in the amount of \$103,032.10,
for attorneys fees and costs.

c. Trent, Tyrell & Associates, in the amount of \$13,203.25, as and for attorney's fees and costs.

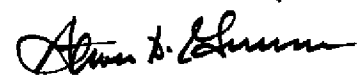
d. Robert L. Ansara, in the amount of \$20,771.75, as and for the Guardian's fees and costs, as well as Successor Trustee's fees and costs.

DATED this 15th day of August, 2012.

DISTRICT COURT JUDGE

TRENT, TYRELL & ASSOCIATES

ELYSE M. TYRELL, ESQ.
11920 Southern Highlands
Parkway, Suite 201
Las Vegas, Nevada 89141



CLERK OF THE COURT

1 **NEO**
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 11920 Southern Highlands
6 Parkway, Suite 201
7 Las Vegas, Nevada 89141
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9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**


10 In the Matter of the Guardianship) CASE NO. G 27262
11 of the person and estate of) Family Court
12 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

12 **NOTICE OF ENTRY OF ORDER**

13 TO: ALL PERSONS INTERESTED IN THE ABOVE-REFERENCED GUARDIANSHIP:
14 YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that an Order
15 Giving Instructions, was entered by the court on the 15th day of
16 August, 2012.

17 DATED this 15th day of August, 2012.

18 TRENT, TYRELL & ASSOCIATES

19 
20 ELYSE M. TYRELL, ESQ.
21 11920 Southern Highlands
22 Parkway, Suite 201
23 Las Vegas, Nevada 89141

22 **CERTIFICATE OF MAILING**

23 I, the undersigned, an employee of the law firm of Trent,
24 Tyrell & Associates do hereby declare that on the 15th day of
25 August, 2012, I placed in an envelope, postage pre-paid, first class
26 mail thereon, a copy of the foregoing Notice of Entry of Order, to
27
28

1 which a copy of the Order Giving Instructions was attached, to-wit:

2 Robert L. Ansara
3 P.O. Box 30785
4 Las Vegas, NV 89173

5 Angel Echevarria
6 Anthony Echevarria
7 12 Desert Highlands Drive
8 Henderson, NV 89052

9 Michael Echevarria
10 120 Pana Drive
11 Hendersonville, TN 37075

12 Robert Echevarria
13 P.O. Box 5496
14 Mohave Valley, AZ 86446

15 Michael T. Echevarria
16 Tersa Echevarria
17 c/o Paula Cunningham
18 P.O. Box 341
19 La Canada, CA 91012

20 Ana Echevarria
21 Amanda Echevarria
22 c/o Angel Echevarria
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25 Elizabeth Brickfield, Esq.
26 300 S. Fourth Street #1700
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144 S. Palm Drive, 1st Floor
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Cary Colt Payne, Esq.
700 South Eighth Street
Las Vegas, NV 89101

Gary Vandever
501 Park Avenue, Suite B
Lebanon, TN 37087

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27 Office at Las Vegas, Nevada and the addresses to which the above-

1 referenced documentation was mailed.

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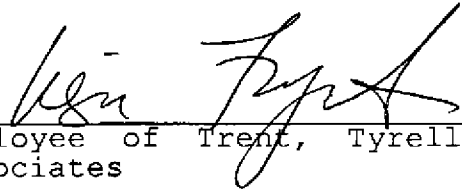
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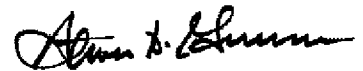
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27

28


Employee of Trent, Tyrell &
Associates

ORIGINAL



CLERK OF THE COURT

1 **OAG**
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 11920 Southern Highlands
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7 Las Vegas, Nevada 89141
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9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

ORDER GIVING INSTRUCTIONS

Date of Hearing: 08/15/12
Time of Hearing: 9:00 a.m

This matter having come on regularly for hearing on this date before the above-entitled court on the 15th day of August, 2012, upon the Petition for Instructions filed by ROBERT L. ANSARA, Guardian of the Estate and Successor Trustee of the Ward's Living Trust; the court having considered the same and having found that all allegations contained therein are true and correct, and good cause appearing therefor,

NOW, THEREFORE, IT IS HEREBY ORDERED ROBERT L. ANSARA is authorized and directed to utilize up to \$3,000.00 of the ward's monthly income, to satisfy, on a pro-rated basis, the following expenses, until the same are paid in full, or until there is no income with which to satisfy the same, to-wit:

RECEIVED
AUG 01 2012
GUARDIANSHIP

a. Michael Echevarria, in the original amount of \$625,814.00 + 10% interest per year, for a judgment which was secured by him.

b. Elizabeth Brickfield, in the amount of \$103,032.10,
for attorneys fees and costs.

c. Trent, Tyrell & Associates, in the amount of \$13,203.25, as and for attorney's fees and costs.

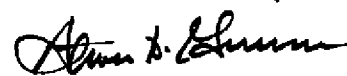
d. Robert L. Ansara, in the amount of \$20,771.75, as and for the Guardian's fees and costs, as well as Successor Trustee's fees and costs.

DATED this 15th day of August, 2012.

DISTRICT COURT JUDGE

TRENT, TYRELL & ASSOCIATES

ELYSE M. TYRELL, ESQ.
11920 Southern Highlands
Parkway, Suite 201
Las Vegas, Nevada 89141



CLERK OF THE COURT

1 **FACT**

2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 11920 Southern Highlands
6 Parkway, Suite 201
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 In the Matter of the Guardianship) CASE NO. G 27262
18 of the person and estate of) Family Court
19 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E
20)

21 **FIFTH ACCOUNT AND REPORT OF GUARDIAN AND PETITION FOR PAYMENT OF**
22 **FEES**

23 Date of Hearing: 02/06/13
24 Time of Hearing: 9:00 a.m.

25 ROBERT L. ANSARA, Guardian of the estate of the above-named
26 adult ward, now presents to this Honorable Court his Fifth Account
27 and Report of Guardian, along with a verified Petition for Payment
28 of Fees, and alleges as follows:

1. **SUMMARY OF ACCOUNT.** Petitioner alleges that he should be
charged and credited for this accounting period which covers the
time frame November 1, 2011 through December 31, 2012, in the
manner outlined on Exhibit "1" which is attached hereto.

2. Petitioner was appointed to act as Guardian of the estate
of the adult ward due to the ward's inability to manage her own
financial affairs. At this time, Petitioner reports that the
ward's condition remains unchanged and, for that reason, the
necessity to continue this guardianship proceeding exists.

1 3. Petitioner has rendered services in connection with this
2 guardianship proceeding including, but not limited to, managing all
3 of the adult ward's assets, ensuring that the expenses associated
4 with the ward's care and maintenance have been fully satisfied on a
5 timely basis. Petitioner reports that the ward is without
6 sufficient funds to satisfy these fees and, therefore, Petitioner
7 is not seeking payment for the same at this time.

8 4. Petitioner would request authority to continue to pay
9 himself the sum of \$200.00, on a monthly basis, against which he
10 will bill hourly. Should Petitioner's fees exceed that \$200.00
11 amount, he will seek reimbursement for the balance due when he
12 files his annual account and report. Should Petitioner's fees be
13 less than the \$200.00 requested amount, Petitioner will apply the
14 credit to the following month. Petitioner understands that the
15 foregoing advancements are subject to approval by the court at the
16 time of the next accounting.

17 5. The law firm of Trent, Tyrell & Associates has rendered
18 services in connection with this guardianship matter including, but
19 not limited to, preparing and filing the instant account and
20 report, along with other documentation relative hereto, all of
21 which are outlined on Exhibit "2". Therefore, Petitioner alleges
22 that the sum of \$15,265.08 is a reasonable fee to compensate said
23 law firm for these services. Therefore, Petitioner would request
24 that, when funds become available, authority to pay said law firm
25 the sum of \$15,265.08 as and for its fees and costs in connection
26 with this guardianship matter.

27 WHEREFORE, Petitioner prays as follows:
28

1 1. That the foregoing Fifth Account and Report be settled,
2 allowed and approved, and all actions taken by the Petitioner as
3 set forth herein be ratified and approved.

4 2. That this Honorable Court authorize and direct Petitioner
5 to pay the fees and costs as outlined above.

6 3. For such other and further relief as the Court may deem
7 just and proper in the premises.

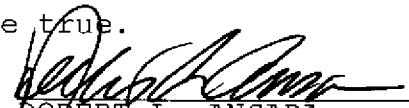
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ROBERT L. ANSARA

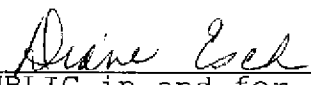
10 STATE OF NEVADA)
11 : ss.
12 COUNTY OF CLARK)

13 ROBERT L. ANSARA, being first duly sworn, deposes and says:


14 That he is the Guardian of the estate of the above-named ward;
15 that he has read the foregoing petition and knows the contents
16 thereof; that the same is true of his own knowledge except as to
17 those matters therein contained upon information and belief, and as
18 to those matters, he believes them to be true.

19
20

ROBERT L. ANSARA

21
22 SUBSCRIBED and SWORN to before me
23 this 17 day of January, 2013.

24
25

26 NOTARY PUBLIC in and for said
27 Clark County and State of Nevada

28 TRENT, TYRELL & ASSOCIATES


25 ELYSE M. TYRELL, ESQ.
26 11920 Southern Highlands
27 Parkway, Suite 200
28 Las Vegas, Nevada 89141
Attorney for the Guardian

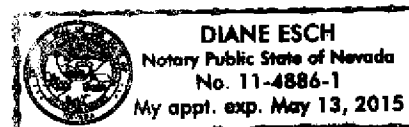


EXHIBIT "1"

ECHEVARRIA ANNUAL ACCOUNTING
11/01/11 THRU 12/31/12

BEGINNING BALANCE (11/01/11)	\$9,745.74
INCOME	
Rental Income	\$119,620.00
Social Security Income	\$278.10
Account Transfers	\$6,372.63
Loan from PEA	\$300.00
Misc: Voided check, refund of bank service charges	\$13.50
	<hr/>
Total Income	\$126,584.23
EXPENSES	
Home Expenses (Repairs, HOA, Maintenance)	\$9,949.88
Utilities	\$13,499.80
Auto Expenses	\$5,147.61
Medical Expenses	\$4,400.82
Tax Payments	\$70,209.00
Professional Fees	\$10,400.00
Postage	\$317.73
MISC EXPENSES	
Repayment of loan from PEA	\$300.00
Misc account transfers (savings, open new acct)	\$11,172.63
Bank related service charges	\$58.40
Misc annual shopping club memberships	\$95.00
Distribution to Angel Echevarria	\$2,956.85
Distributions per court order	\$4,000.00
	<hr/>
Total Expenses	\$132,507.72
ENDING BALANCE (12/31/12)	\$3,822.25

EXHIBIT "2"

Trent, Tyrell & Associates
Attorneys at Law
11920 Southern Highlands Parkway, Suite 201
Las Vegas, NV 89141

(702) 382-2210

(702) 382-9242 (fax)

Jean Echevarria
c/o Professional Estate Administrators
Robert L. Ansara
P.O. Box 30785
Las Vegas, NV 89173-0785

Matter: Jean Echevarria
Statement Date: 1/11/2013
Amount Due: \$15,265.08

Fees					
Date	Bill	Description	Code	Hours	Amount
12/8/2004	EMT	Court appearance; discuss file w/counsel and family		1.00	\$350.00
12/11/2004	EMT	Review information and documentation		2.00	\$700.00
12/12/2004	EMT	Review information and documentation		2.00	\$700.00
12/13/2004	EMT	p/c w/Elizabeth Brickfield, Esq.		0.10	\$35.00
12/14/2004	EMT	p/c w/David Houston, Esq. (2); fax to Kim Boyer, Esq.; fax to Elizabeth Brickfield, Esq.; p/c w/Kim Boyer, Esq.		1.10	\$385.00
12/15/2004	EMT	p/c w/Elizabeth Brickfield, Esq.; review fax from Elizabeth Brickfield, Esq.; fax to Elizabeth Brickfield, Esq.		0.25	\$87.50
12/18/2004	EMT	Review information and documentation		0.45	\$157.50
12/20/2004	EMT	Review fax from Michael Echevarria		0.10	\$35.00
12/21/2004	EMT	p/c w/Michael Echevarria; p/c w/Elizabeth Brickfield, Esq.; left message for Darius Baghai, Esq. (no charge)		0.40	\$140.00
12/22/2004	EMT	Review fax from Michael Echevarria; fax to Elizabeth Brickfield, Esq.; p/c w/Darius Baghai, Esq.		0.45	\$157.50
12/23/2004	EMT	Letter to counsel		0.70	\$245.00
12/27/2004	EMT	Review Supplement to Opposition filed by Elizabeth Brickfield		0.10	\$35.00
1/3/2005	EMT	p/c w/Michael; p/c w/Elizabeth Brickfield		0.40	\$140.00
1/4/2005	CJ	p/c w/Michael; fax to Michael		0.60	\$84.00
1/4/2005	EMT	p/c w/Kim Boyer; p/c w/Elizabeth Brickfield		0.25	\$87.50
1/5/2005	EMT	Court appearance		2.00	\$700.00
1/5/2005	LLR	Faxes to Elizabeth Brickfield and Kim Boyer		0.50	\$87.50
1/6/2005	EMT	Faxes to Kim Boyer and Elizabeth Brickfield		0.50	\$175.00
1/7/2005	EMT	p/c w/ Kim Boyer; p/c w/Elizabeth Brickfield		0.40	\$140.00
1/10/2005	EMT	Review fax from Elizabeth Brickfield to the Guardianship Commissioner		0.20	\$70.00
1/19/2005	EMT	Review letter		0.10	\$35.00
1/31/2005	EMT	Fax to Elizabeth Brickfield and Kim Boyer		0.50	\$175.00
2/1/2005	CJ	p/c w/Michael Echevarria		0.25	\$35.00
2/7/2005	CJ	Fax to Elizabeth Brickfield and Kim Boyer		0.50	\$70.00
2/10/2005	EMT	Review Notice of Withdrawal filed by Kim Boyer		0.20	\$70.00
2/11/2005	CJ	Fax to Elizabeth Brickfield and Kim Boyer; draft additional faxes to Ms. Brickfield and Ms. Boyer;		0.60	\$84.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
2/15/2005	CJ	(Continued...) fax to Michael Echevarria		0.40	\$56.00
2/15/2005	EMT	Letter to Michael Echevarria		0.20	\$70.00
3/18/2005	LLR	Review and approve letter		2.50	\$437.50
		Review file; research; discussion w/Elyse Tyrell (no charge for Ms. Tyrell's time); draft Petition for Payment of Fees; draft setting pleadings			
3/18/2005	EMT	Review and approve draft of petition; approve setting pleadings		0.50	\$175.00
3/30/2005	EMT	Review petition to borrow funds		0.10	\$35.00
4/7/2005	LLR	Fax to Elizabeth Brickfield		0.25	\$43.75
4/7/2005	EMT	Review and sign fax		0.10	\$35.00
4/15/2005	EMT	Review fax from Cary Payne		0.10	\$35.00
4/20/2005	EMT	Left message for Elizabeth Brickfield (no charge)			\$0.00
4/21/2005	LLR	Fax to Elizabeth Brickfield		0.25	\$43.75
4/21/2005	EMT	Discuss file w/Elizabeth Brickfield; review and sign fax		0.20	\$70.00
4/24/2005	EMT	Review fax from Cary; fax to client; left message for Sharon Jaster (no charge)		0.40	\$140.00
4/26/2005	EMT	p/c w/Cary Payne		0.10	\$35.00
4/26/2005	EMT	p/c w/Cary Payne; review file		0.20	\$70.00
4/27/2005	CJ	Discuss file w/EMT; revised fax to Cary Payne		0.45	\$63.00
5/3/2005	EMT	p/c w/Meridith; p/c w/Cary Payne		0.20	\$70.00
5/3/2005	EMT	Review fax from Cary Payne		0.10	\$35.00
5/4/2005	EMT	Court appearance		0.50	\$175.00
5/5/2005	EMT	Review package from Elizabeth Brickfield; p/c w/Sharon Jaster; left message for Sharon (no charge)		0.50	\$175.00
5/9/2005	EMT	p/c w/Michael; review email from Michael		0.45	\$157.50
5/9/2005	EMT	p/c w/Sharon; review bank statement; p/c w/Elizabeth		0.75	\$262.50
5/11/2005	EMT	Review fax from Elizabeth; meeting w/Commissioner		1.50	\$525.00
5/12/2005	EMT	Review new statements		0.50	\$175.00
5/16/2005	EMT	p/c w/Sharon Jaster		0.10	\$35.00
5/17/2005	EMT	Left message for Elizabeth (no charge); read and respond to email from Michael		0.10	\$35.00
5/18/2005	EMT	Read and respond to email from Elizabeth		0.10	\$35.00
5/20/2005	CJ	p/c w/Angel		0.10	\$14.00
5/23/2005	EMT	Read and respond to email from Michael		0.10	\$35.00
5/31/2005	EMT	Review letter from Elizabeth; p/c w/Angel		0.25	\$87.50
6/1/2005	EMT	Review fax from Cary; left message from Cary (no charge); p/c w/Cary		0.40	\$140.00
6/3/2005	EMT	Left message from Sharon (no charge)			\$0.00
6/6/2005	EMT	p/c w/Sharon		0.10	\$35.00
6/8/2005	EMT	Discussed file w/Elizabeth		0.10	\$35.00
6/9/2005	EMT	Left message for Sharon (no charge)			\$0.00
6/16/2005	EMT	Left message for Cary (no charge)			\$0.00
6/17/2005	EMT	p/c w/Cary		0.10	\$35.00
6/21/2005	EMT	p/c w/Richardo		0.10	\$35.00
6/22/2005	EMT	Court appearance		1.00	\$350.00
6/23/2005	EMT	Review fax from Elizabeth; p/c w/Marc		0.20	\$70.00
7/12/2005	EMT	Review Tennessee attorney's correspondence		0.10	\$35.00
7/13/2005	EMT	p/c w/Mark's office		0.10	\$35.00
7/27/2005	EMT	p/c w/Cary		0.10	\$35.00
8/1/2005	EMT	p/c w/Commissioner's office		0.10	\$35.00
8/5/2005	CJ	p/c w/Commissioner's office		0.20	\$28.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
8/9/2005	CJ	p/c w/Michael		0.20	\$28.00
8/11/2005	EMT	p/c w/Michael; p/c w/Commissioner's office		0.45	\$157.50
8/15/2005	EMT	Review neo; review letter from Elizabeth to Cary		0.10	\$35.00
8/17/2005	EMT	Review email letter and California complaint		0.40	\$140.00
8/23/2005	EMT	p/c w/Sharon Jaster		0.20	\$70.00
8/25/2005	EMT	Meeting w/Commissioner Norheim		1.00	\$350.00
8/28/2005	EMT	Review e-mail from Michael		0.10	\$35.00
9/2/2005	EMT	Review e-mail from Michael; respond		0.20	\$70.00
9/12/2005	EMT	Review Notice of Taking Deposition		0.10	\$35.00
9/22/2005	EMT	Review Amended Notice of Taking Deposition		0.10	\$35.00
9/23/2005	LLR	Discussion w/Elyse Tyrell (no charge for Ms. Tyrell's time); organize file into euro file; fax to Elizabeth Brickfield		1.00	\$175.00
9/23/2005	EMT	Review fax		0.10	\$35.00
9/26/2005	EMT	Read and respond to email from Michael		0.10	\$35.00
9/29/2005	EMT	Review court minutes; fax to Cary; fax to Elizabeth		0.20	\$70.00
10/6/2005	CJ	Fax to Elizabeth		0.25	\$35.00
10/7/2005	EMT	Review and sign fax		0.10	\$35.00
10/18/2005	CJ	Fax to Elizabeth		0.25	\$35.00
10/19/2005	EMT	Message from Elizabeth (no charge)			\$0.00
10/20/2005	LLR	p/c w/Elizabeth's office; p/c w/Elizabeth		0.45	\$78.75
10/25/2005	EMT	p/c w/Cary; review objection; review second amended notice		0.20	\$70.00
11/4/2005	CJ	Discuss file w/Elyse M. Tyrell, Esq.; fax to accountant		0.40	\$56.00
11/4/2005	EMT	Court appearance; p/c w/Mark; review fax to Mark		0.25	\$87.50
11/5/2005	CJ	p/c w/Elizabeth Brickfield; p/c w/Guardianship Office; fax to Guardianship Office		0.45	\$63.00
11/9/2005	EMT	p/c w/Mark's office		0.10	\$35.00
11/16/2005	CJ	Fax to Mark Asheghian		0.25	\$35.00
11/16/2005	EMT	Review fax to Mark		0.10	\$35.00
1/5/2006	LLR	p/c w/Nicole		0.20	\$35.00
6/14/2007	EMT	p/c w/Cary Payne		0.10	\$35.00
6/27/2007	EMT	Review pleadings; court appearance; p/c w/Angel; p/c w/Michael		1.40	\$490.00
6/29/2007	EMT	Meeting w/Michael; review fax from Elizabeth		1.10	\$385.00
7/3/2007	DVW	Review notice of hearing		0.10	\$14.00
7/5/2007	EMT	p/c w/ Michael; meeting w/Jean; review two e-mails; respond		0.75	\$262.50
7/17/2007	EMT	p/c w/Angel; meeting w/Angel and Elizabeth		1.45	\$507.50
7/18/2007	EMT	p/c w/Michael and Caroline		0.20	\$70.00
7/18/2007	EMT	p/c w/Michael & Caroline		0.20	\$70.00
7/24/2007	EMT	p/c w/Cary Payne; p/c w/Angel's step-mother; prepare for court		1.75	\$612.50
7/25/2007	EMT	Court appearance		1.00	\$350.00
8/21/2007	EMT	p/c w/Elizabeth's office		0.20	\$70.00
8/22/2007	EMT	Review NEO		0.10	\$35.00
8/23/2007	EMT	Review documents provided by both parties; p/c w/Elizabeth; p/c w/Bob Ansara; p/c w/Cary Payne; p/c w/Margaret Spease; p/cw/Jimmy Perez.; p/c w/Maria Cabarillo; p/c w/Rick Orellano		6.50	\$2,275.00
8/28/2007	EMT	Review e-mail; res pond; review Reply		0.25	\$87.50
9/4/2007	EMT	p/c w/Cary		0.10	\$35.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
9/5/2007	DVW	Discuss file w/counsel; draft petition		1.50	\$210.00
9/5/2007	EMT	Court appearance		1.00	\$350.00
9/6/2007	EMT	Review and revise petition		1.00	\$350.00
9/10/2007	DVW	Draft order		1.00	\$140.00
9/10/2007	EMT	Revise and sign order; p/c w/Elizabeth Brickfield; p/c w/Gary Vandever		1.20	\$420.00
9/11/2007	EMT	Review returned, signed petition		0.10	\$35.00
9/12/2007	EMT	Review fax; review e-mail; respond; revise order		0.50	\$175.00
9/20/2007	EMT	p/c w/Angel		0.25	\$87.50
9/21/2007	DVW	Draft all setting pleadings for temporary guardianship		1.50	\$210.00
9/21/2007	EMT	Review fax		0.20	\$70.00
9/24/2007	EMT	Review e-mail; respond		0.10	\$35.00
9/25/2007	EMT	p/c w/Charles katz		0.10	\$35.00
9/28/2007	EMT	Review fax from Carey Payne		0.10	\$35.00
10/1/2007	EMT	Review e-mail; respond		0.10	\$35.00
10/3/2007	DVW	Letter to Gary Vandever and Charles Katz		0.50	\$70.00
10/4/2007	EMT	E-mail letter to Vandever and Katz; review and sign letter; review and sign NEO		0.25	\$87.50
10/9/2007	DVW	p/c w/client		0.10	\$14.00
10/9/2007	EMT	p/c w/Angel		0.20	\$70.00
10/10/2007	EMT	Meeting w/Mr. Ansara		0.75	\$262.50
10/17/2007	EMT	File order; review e-mail		0.25	\$87.50
10/18/2007	EMT	Review e-mail; respond		0.25	\$87.50
10/22/2007	EMT	p/c w/Robert Ansara		0.50	\$175.00
10/23/2007	DVW	Review e-mail; review file; scan and e-mail documents to client; review e-mail from client's office; respond		0.50	\$70.00
10/23/2007	EMT	Review e-mails; respond		0.20	\$70.00
10/29/2007	EMT	p/c w/Robert Ansara		0.20	\$70.00
10/31/2007	EMT	Review e-mail; respond		0.10	\$35.00
11/5/2007	EMT	Review correspondence from California attorney; scan and e-mail to Mr. Ansara; review e-mail from Mr. Ansara; respond		0.40	\$140.00
11/6/2007	EMT	Read and respond to email from Bob		0.10	\$35.00
11/8/2007	EMT	Review e-mail; respond		0.10	\$35.00
11/9/2007	EMT	p/c w/Bob Ansara		0.40	\$140.00
11/16/2007	EMT	Review e-mail; respond		0.20	\$70.00
12/26/2007	EMT	Review e-mail from Mr. Ansara; review fax		0.20	\$70.00
1/7/2008	EMT	Review e-mail; respond		0.20	\$70.00
1/22/2008	EMT	Read and respond to emails from Vandever		0.10	\$35.00
1/29/2008	EMT	p/c w/Bob Ansara		0.20	\$70.00
2/5/2008	EMT	Review letter from Katz		0.10	\$35.00
2/6/2008	DVW	Draft petition to abandon appeal		1.00	\$140.00
2/8/2008	DVW	Draft all setting pleadings		1.00	\$140.00
2/8/2008	EMT	Review and sign setting pleadings		0.10	\$35.00
2/11/2008	EMT	Review e-mail; respond		0.20	\$70.00
2/12/2008	EMT	Read and respond to email from Bob		0.20	\$70.00
2/25/2008	DVW	Review e-mail; discussion w/Ms. Tyrell; respond		0.20	\$28.00
2/25/2008	EMT	p/c w/Meredith Stowe		0.20	\$70.00
2/27/2008	EMT	Court appearance		1.00	\$350.00
2/28/2008	EMT	Revise order; scan and e-mail		0.40	\$140.00
3/3/2008	EMT	Review e-mail; respond		0.20	\$70.00
3/4/2008	EMT	Read and respond to email from Gary		0.10	\$35.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
3/10/2008	EMT	p/c w/Cary Payne		0.20	\$70.00
3/11/2008	EMT	p/c w/Cary Payne		0.20	\$70.00
3/17/2008	LLR	Review fax from Cary Payne; copy order for submission w/copy of Mr. Payne's letter; instructions to runner		0.25	\$43.75
3/24/2008	EMT	p/c w/Norman		0.10	\$35.00
3/26/2008	DVW	Discuss file w/EMT; revise order		0.20	\$28.00
3/26/2008	EMT	Discussions w/Cary Payne; discuss file w/staff; review and revise order; scan and email order		0.25	\$87.50
4/2/2008	EMT	Read and respond to email from Bandever		0.10	\$35.00
4/17/2008	EMT	Review e-mail; respond		0.10	\$35.00
4/28/2008	DVW	Draft petition		1.00	\$140.00
4/28/2008	EMT	Work w/assistant on petition		0.40	\$140.00
4/30/2008	DVW	Draft all setting pleadings		1.00	\$140.00
4/30/2008	EMT	Review and sign pleadings		0.20	\$70.00
5/5/2008	EMT	p/c w/Guardianship Commissioner's office		0.20	\$70.00
5/7/2008	EMT	Review e-mail		0.10	\$35.00
5/8/2008	DVW	E-mail to Guardianship Commissioner's office; fax to Cary Payne		0.40	\$56.00
5/12/2008	DVW	Review e-mails; respond		0.40	\$56.00
5/13/2008	DVW	Review email from Sara; email to Sara		0.20	\$28.00
5/16/2008	EMT	Review objection		0.10	\$35.00
5/20/2008	EMT	Review e-mail; respond		0.20	\$70.00
5/27/2008	EMT	Review e-mails; respond		0.20	\$70.00
6/16/2008	DVW	E-mail to Bob Ansara		0.25	\$35.00
6/16/2008	EMT	Review petition; p/c w/Cary		0.20	\$70.00
6/17/2008	EMT	Review e-mail; respond		0.10	\$35.00
6/18/2008	DVW	Draft objection w/Ms. Tyrell; p/c w/Mr. Ansara		1.20	\$168.00
6/18/2008	EMT	Work on objection w/assistant; p/c w/Mr. Ansara		0.90	\$315.00
6/23/2008	DVW	E-mail to Mr. Ansara; review and print e-mail from Mr. Ansara; review faxes from Cary Payne (2); second e-mail to Mr. Ansara		0.75	\$105.00
6/24/2008	EMT	Review fax		0.25	\$87.50
6/26/2008	EMT	p/c w/Guardianship Commissioner's office; p/c w/Guardianship Commissioner		0.20	\$70.00
6/27/2008	DVW	Draft report and recommendation		1.00	\$140.00
7/1/2008	EMT	Finalize report and recommendation		0.25	\$87.50
7/7/2008	EMT	Review fax from Meredith to Cary		0.10	\$35.00
7/14/2008	EMT	Review faxes		0.10	\$35.00
7/17/2008	EMT	Review e-mails; respond		0.20	\$70.00
8/19/2008	EMT	Review report and recommendation		0.20	\$70.00
8/19/2008	JB	Draft NEO		0.10	\$5.00
8/26/2008	EMT	Read and respond to emails from Bob		0.20	\$70.00
9/3/2008	EMT	Review letter from Gary Vandever; p/c w/Norman; p/c w/Cary; scan and email to Carey		0.25	\$87.50
9/5/2008	EMT	Scan and re-e-mail report and recommendation		0.20	\$70.00
9/12/2008	EMT	p/c w/Bob Ansara		0.20	\$70.00
10/6/2008	EMT	p/c w/client		0.10	\$35.00
12/4/2008	EMT	Review e-mail		0.20	\$70.00
1/30/2009	EMT	p/c w/Bob Ansara		0.25	\$87.50
2/4/2009	EMT	Fees charged for first account and report			\$1,500.00
2/4/2009	EMT	Review, scan and e-mail accounting to client		0.20	\$70.00
2/19/2009	EMT	p/c w/Ms. Brickfield's assistant		0.20	\$70.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
3/11/2009	DVW	Draft revised order		0.25	\$35.00
3/12/2009	DVW	Letter to Bob		0.25	\$35.00
3/18/2009	DVW	Letter to client		0.25	\$35.00
3/18/2009	EMT	Review and sign letter		0.10	\$35.00
3/26/2009	EMT	Review e-mails from client; respond		0.20	\$70.00
3/27/2009	DVW	Discuss file w/Ms. Trent; draft objection; e-file and process		1.00	\$140.00
3/27/2009	EMT	Review objection; revise		0.25	\$87.50
4/1/2009	DVW	Letter to client		0.25	\$35.00
4/2/2009	EMT	p/c w/client; review and sign letter to client; court appearance		1.00	\$350.00
4/6/2009	LLR	p/c w/Bob Ansara; e-mail to Ms. Tyrell		0.20	\$35.00
4/7/2009	LLR	Review e-mail; forward to client		0.25	\$43.75
4/13/2009	DVW	Letter to client		0.25	\$35.00
4/13/2009	EMT	Review and sign letter		0.10	\$35.00
4/16/2009	PAT	p/c w/client		0.20	\$70.00
7/20/2009	EMT	Discussion w/Guardian		0.20	\$70.00
8/11/2009	EMT	Review e-mail; respond		0.10	\$35.00
10/16/2009	EMT	Review e-mail; respond		0.20	\$70.00
2/1/2010	EMT	Review email from Bob Ansara; discuss w/staff		0.50	\$175.00
2/1/2010	EMT	Review e-mail from Bob; forward accounting information to assistant		0.10	\$35.00
2/2/2010	EMT	Discuss file w/staff; review accounting; review, revise and sign second account and report and all setting pleadings		1.00	\$350.00
2/2/2010	DVW	Discuss file w/EMT; draft petition and all setting pleadings		1.50	\$210.00
2/10/2010	DVW	E-mail to Bob Ansara		0.20	\$28.00
2/11/2010	EMT	Review e-mails from Sara and Bob; respond		0.20	\$70.00
2/16/2010	DVW	Review e-mail from Bob; review file; respond to e-mail		0.25	\$35.00
2/16/2010	EMT	Review and sign accounting and setting pleadings		0.20	\$70.00
3/2/2010	DVW	Review court calendar; scan and e-mail to Guardianship Commissioner		0.25	\$35.00
3/3/2010	EMT	p/c w/Meredith		0.20	\$70.00
3/8/2010	EMT	Review and sign amended order		0.20	\$70.00
3/22/2010	DVW	Scan and e-mail to Bob Ansara		0.25	\$35.00
3/22/2010	EMT	Review and sign NEO		0.10	\$35.00
3/31/2010	DVW	Letter to Bob Ansara		0.25	\$35.00
5/21/2010	EMT	p/c w/Bob Ansara		0.20	\$70.00
6/2/2010	EMT	review e-mail from Bob; respond		0.20	\$70.00
6/8/2010	EMT	p/c w/Bob		0.20	\$70.00
10/1/2010	EMT	Review e-mail; respond		0.20	\$70.00
12/1/2010	DVW	Review information and e-mail from Mr. Ansara's assistant; reply		0.40	\$56.00
12/7/2010	DVW	Review emails from Sara; review accounting; draft third account and report; scan and email to Bob and Sara		3.00	\$420.00
12/7/2010	EMT	Review email from DW to Bob		0.20	\$80.00
12/7/2010	DVW	Review e-mails; draft third account and report and petition to abandon real property; e-mail to client		3.00	\$420.00
12/10/2010	EMT	Review e-mail from Bob to assistant		0.10	\$40.00
12/13/2010	DVW	Draft all setting pleadings; discuss file w/EMT		2.00	\$280.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
12/13/2010	EMT	Review, revise and sign all pleadings; dicuss file w/DW; anticipated time for court appearance		2.00	\$800.00
1/24/2011	DVW	p/c w/Bob Ansara		0.20	\$28.00
5/18/2011	EMT	Review e-mails; respond		0.25	\$100.00
10/25/2011	EMT	Read and respond to email from Bob; review deed		0.20	\$80.00
10/27/2011	DVW	Email to Bob		0.25	\$35.00
10/27/2011	DVW	E-mail to Bob Ansara		0.10	\$14.00
11/2/2011	EMT	Fees charged for fourth account and report			\$1,500.00
11/4/2011	DVW	Print and review petition signed by client; e-mail to client		0.20	\$28.00
11/30/2011	EMT	Read and respond to email from Bob		0.10	\$40.00
1/18/2012	DVW	Review e-mail; respond		0.20	\$28.00
5/23/2012	DVW	p/c w/Bob Ansara; review e-mail from Bob Ansara; respond; draft petition		1.25	\$175.00
5/23/2012	EMT	Review and revise petition		0.25	\$100.00
7/30/2012	DVW	Review e-mail from Mr. Ansara's assistant; revise petition; scan and e-mail for signature		0.50	\$70.00
7/31/2012	EMT	Review and sign all pleadings		0.20	\$80.00
7/31/2012	DVW	Draft all setting pleadings		1.00	\$140.00
8/15/2012	DVW	Scan and e-mail to c lient		0.25	\$35.00
8/20/2012	DVW	Review e-mail from Mr. Ansara's assistant; discussion w/Ms. Tyrell; review file for Tennessee lien; e-mail to Mr. Ansara's assistant		0.25	\$35.00
8/22/2012	EMT	E-mail to Bob Ansara; review response; reply		0.10	\$40.00
10/22/2012	EMT	Review e-mails; respond		0.20	\$100.00
10/29/2012	EMT	Review e-mails from Bob and Kathy		0.20	\$100.00
11/8/2012	EMT	p/c w/Realtor		0.10	\$50.00
1/11/2013	EMT	Fees charged for fifth account and report			\$1,500.00
SUBTOTAL:				111.70	\$35,173.75

Expenses

Date	Billor	Description	Code	Amount
1/6/2005	LLR	Copying costs to date		\$55.40
3/18/2005	LLR	Copying costs from 1/7/05 to date		\$49.80
3/18/2005	LLR	Postage costs		\$10.80
3/25/2005		Postage		\$2.40
4/8/2005		Postage		\$1.48
5/31/2005	LLR	Bounced check charges		\$25.00
9/23/2005	LLR	Euro file costs		\$18.50
11/1/2005		Postage		\$2.40
11/16/2005		Postage		\$1.48
1/19/2007		Postage		\$0.39
9/14/2007	EMT	Review signed order		\$0.10
9/21/2007	LLR	Runner costs		\$10.00
9/24/2007	DVW	Runner's service		\$10.00
9/24/2007	LLR	Runner costs		\$10.00
9/26/2007	DVW	Postage		\$59.40
9/26/2007	DVW	Runner's service		\$10.00
9/26/2007	LLR	Runner costs		\$10.00
9/26/2007	LLR	Runner costs		\$10.00
9/27/2007	LLR	Clark County Clerk		\$9.00
9/28/2007	DVW	Runner's service		\$10.00
9/28/2007	LLR	Runner costs		\$10.00

Expenses (continued)

Date	Billor	Description	Code	Amount
10/1/2007	DVW	Postage		\$4.10
10/4/2007	LLR	Runner costs		\$10.00
10/9/2007	DVW	Postage		\$6.38
10/18/2007	LLR	Runner costs		\$10.00
10/19/2007	LLR	Clark County Clerk		\$9.00
10/19/2007	LLR	Runner costs		\$10.00
10/22/2007	LLR	Postage costs		\$3.28
10/24/2007		Postage		\$0.58
2/11/2008	LLR	Runner costs		\$10.00
2/11/2008	LLR	Runner costs		\$10.00
2/13/2008	LLR	Runner costs		\$10.00
2/14/2008	LLR	Runner costs		\$10.00
2/15/2008	LLR	Postage costs		\$4.51
3/6/2008	LLR	Runner costs		\$10.00
3/17/2008	LLR	Runner costs		\$10.00
5/1/2008	LLR	Runner costs		\$10.00
5/2/2008	LLR	Runner costs		\$10.00
5/5/2008	LLR	Postage costs		\$4.10
5/5/2008	LLR	Runner costs		\$10.00
6/19/2008	LLR	Runner costs		\$10.00
6/20/2008	DVW	Postage		\$2.95
8/20/2008	LLR	Runner costs		\$10.00
8/26/2008	DVW	Postage		\$5.90
2/9/2009	LLR	Runner costs		\$10.00
2/9/2009	LLR	Runner costs		\$10.00
2/12/2009	LLR	Postage costs		\$16.80
2/12/2009	LLR	Runner costs		\$10.00
3/12/2009	LLR	Runner costs		\$10.00
3/13/2009	DVW	Postage		\$1.85
3/19/2009	LLR	Postage costs		\$0.42
3/20/2009	LLR	Runner costs		\$10.00
3/23/2009	LLR	Postage costs		\$5.90
3/27/2009	LLR	Wiznet filing costs		\$6.00
4/2/2009	LLR	Postage costs		\$2.10
4/6/2009	LLR	Postage costs		\$0.59
4/13/2009	DVW	Postage		\$0.59
2/17/2010	LLR	Runner costs		\$10.00
2/19/2010	DVW	Filing fee		\$12.72
2/23/2010	LLR	Electronic filing costs		\$6.36
2/26/2010	LLR	Postage costs		\$11.90
3/3/2010	LLR	Electronic filing costs		\$6.36
3/4/2010	LLR	Electronic filing costs		\$6.36
3/5/2010	LLR	Electronic filing costs		\$6.36
3/9/2010	LLR	Postage costs		\$4.40
3/10/2010	LLR	Runner costs		\$10.00
3/18/2010	LLR	Electronic filing costs		\$6.36
3/22/2010	LLR	Electronic filing costs		\$6.36
3/23/2010	LLR	Postage costs		\$6.10
4/6/2010	LLR	Postage costs		\$0.61
6/15/2010	LLR	Postage costs		\$0.88
10/4/2010	DVW	Clark County Clerk		\$20.00
10/6/2010	LLR	Runner costs		\$10.00
10/14/2010	LLR	Postage costs		\$0.61

Expenses (continued)

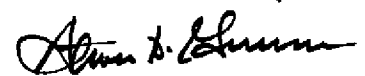
Date	Billor	Description	Code	Amount
12/13/2010	LLR	Electronic filing costs		\$7.42
12/14/2010	LLR	Electronic filing costs		\$3.71
12/17/2010	LLR	Postage costs		\$2.70
1/7/2011	LLR	Electronic filing costs		\$3.71
1/10/2011	LLR	Electronic filing costs		\$3.71
1/11/2011	DVW	Clark County Clerk		\$6.00
1/12/2011	DVW	Postage		\$6.10
1/12/2011	LLR	Runner costs		\$10.00
1/18/2011	DVW	Clark County Recorder		\$18.00
8/4/2011	LLR	Clark County Clerk		\$11.00
8/8/2011	LLR	Runner costs		\$10.00
8/15/2011	LLR	Postage costs		\$0.64
11/8/2011	LLR	Electronic filing costs		\$7.42
11/10/2011	LLR	Electronic filing costs		\$3.72
11/14/2011	LLR	postage costs		\$18.80
11/23/2011	LLR	Electronic filing costs		\$3.72
11/29/2011	DVW	E-filing costs		\$3.50
12/1/2011	DVW	Postage		\$4.40
12/20/2011	DVW	Runner's costs		\$10.00
7/31/2012	DVW	E-filing		\$7.44
8/1/2012	LLR	E-filing costs		\$3.72
8/1/2012	LLR	Mailing costs		\$6.50
8/1/2012	LLR	Runner costs		\$10.00
8/15/2012	LLR	Electronic filing costs		\$3.72
12/27/2012	DVW	Postage		\$0.45
SUBTOTAL:				\$872.96

Payments

Date	Description	Code	Amount
5/24/2005	Payment received		(\$2,000.00)
5/25/2005	Fees paid		(\$750.00)
6/2/2005	Angel Echevarria, re-deposit of bounced check		(\$2,000.00)
11/21/2005	Fees paid		(\$7,744.37)
11/21/2005	Costs paid		(\$167.26)
7/18/2007	Fee payment (Michael/Caroline M. Yokr)		(\$2,000.00)
10/6/2008	Payment received		(\$500.00)
11/21/2008	Fee payment		(\$170.31)
11/21/2008	Cost payment		(\$329.69)
4/9/2010	Fee payment		(\$4,821.86)
4/9/2010	Cost payment		(\$178.14)
11/19/2012	Fee payment		(\$60.00)
11/19/2012	Fee payment		(\$60.00)
SUBTOTAL:			\$20,781.63

Bill Summary

Previous Balance	\$0.00
Current Fees	\$35,173.75
Current Expenses	\$872.96
Current Other:	\$0.00
Current Payments	(\$20,781.63)
Total Amount Due	\$15,265.08



CLERK OF THE COURT

1 **NOTC**

2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 11920 Southern Highlands
6 Parkway, Suite 201
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com

11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 In the Matter of the Guardianship) CASE NO. G 27262
18 of the person and estate of) Family Court
19 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E
20)

21 **NOTICE OF HEARING OF FIFTH ACCOUNT AND REPORT OF GUARDIAN AND**
22 **PETITION FOR PAYMENT OF FEES**

23 Date of Hearing: 02/06/13
24 Time of Hearing: 9:00 a.m.

25 NOTICE IS HEREBY GIVEN to all persons interested in the
26 guardianship of the person and estate of the above-named adult ward,
27 that Wednesday, the 6th day of February, 2013, at the hour of 9:00
28 a.m., in the Family Court and Service Center in Department E which is
located at 601 N. Pecos, Las Vegas, Nevada, 89101, is hereby set as
the time and place by the court for the hearing on the **Fifth Account**
and Report of Guardian and Petition for Payment of Fees, filed by
ROBERT L. ANSARA, at which time all persons interested in said matter
are notified then and there to appear and show cause, if any they
have, why said petition should not be granted.


Reference is hereby made to said petition, on file herein, for
further particulars.

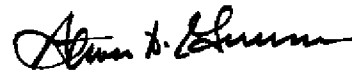
YOU DO NOT NEED TO APPEAR UNLESS YOU WISH TO FILE AN

1 OBJECTION.

2 DATED this 23rd day of January, 2013.

3 TRENT, TYRELL & ASSOCIATES

4
5 
6 ELYSE M. TYRELL, ESQ.
7 11920 Southern Highlands
8 Parkway, Suite 201
9 Las Vegas, Nevada 89141
10
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28



CLERK OF THE COURT

AFFOM

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
11920 Southern Highlands
Parkway, Suite 201
Las Vegas, Nevada 89141
(702) 382-2210
(702) 382-9242 (fax)
elyse@probatelawlv.com
Attorney for the Guardian of the
Estate and Successor Trustee of
the Ward's Living Trust,
ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E
)

AFFIDAVIT OF MAILING

Date of Hearing: 02/06/13
Time of Hearing: 9:00 a.m.

STATE OF NEVADA)
: ss:
COUNTY OF CLARK)

DONNALYN WASANO, being first duly sworn according to law,
deposes and says:

On the 24th day of January, 2013, I personally placed in
envelopes, postage fully prepaid, first class postage thereon,
copies of the **Fifth Account and Report of Guardian and Petition for
Payment of Fees**, along with a copy of the **Notice**, addressed to the
persons whose names and addresses are set forth below, and
deposited the same in the Post Office at Las Vegas, Nevada, to-wit:

Robert L. Ansara
P.O. Box 30785
Las Vegas, NV 89173

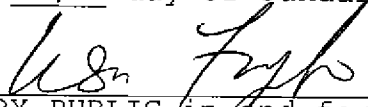
1 Angel Echevarria
Anthony Echevarria
2 12 Desert Highlands Drive
Henderson, NV 89052
3
4 Michael Echevarria
120 Pana Drive
Hendersonville, TN 37075
5
6 Robert Echevarria
P.O. Box 5496
Mohave Valley, AZ 86446
7
8 Michael T. Echevarria
Tersa Echevarria
c/o Paula Cunningham
9 P.O. Box 341
La Canada, CA 91012
10
11 Ana Echevarria
Amanda Echevarria
c/o Angel Echevarria
12 12 Desert Highlands Drive
Henderson, NV 89052
13
14 Elizabeth Brickfield, Esq.
300 S. Fourth Street #1700
Las Vegas, NV 89101
15
16 Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212
17
18 Cary Colt Payne, Esq.
700 South Eighth Street
Las Vegas, NV 89101
19
20 Gary Vandever
501 Park Avenue, Suite B
Lebanon, TN 37087

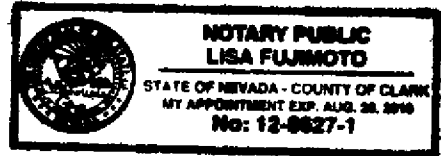
21 There is a regular communication by mail between the Post
22
23
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25
26
27
28

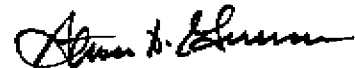
1 Office at Las Vegas, Nevada, and the addresses to which the above-
2 referenced documentation was mailed.

3
4 
5 DONNALYN WASANO

6
7
8 SUBSCRIBED and SWORN to before me
9 this 24th day of January, 2013.

10 
11 NOTARY PUBLIC in and for said
12 County and State





CLERK OF THE COURT

1
2 **WITH**

3 CARY COLT PAYNE, ESQ.
4 Nevada Bar #004357
5 CARY COLT PAYNE, CHTD.
6 700 South Eighth Street
7 Las Vegas, Nevada 89101
8 (702) 383-9010

9
10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**


12 In the Matter of the Guardianship of the)
13)
14 Estate of Jean Ruth Echevarria,)
15)
16 Adult Ward.)
17)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)

CASE NO.: G 27262
DEPT. NO.: Guardianship (E)

29 **WITHDRAWAL OF REQUEST FOR SPECIAL NOTICE**

30 PLEASE TAKE NOTE that the undersigned, CARY C. PAYNE, ESQ. of the
31 law firm of CARY COLT PAYNE, CHTD., to all interested parties in the within matter
32 hereby serves notice that any Request for Special Notice be withdrawn as of this date in
33 this matter. All further notices should be directed to Michael Echevarria, at his last
34 known address of 120 Pana Drive, Hendersonville, TN 37075.

35 Dated: January 21, 2013.

36 
37 CARY COLT PAYNE, ESQ.
38 Nevada Bar #004357
39 CARY COLT PAYNE, CHTD.
40 700 South Eighth Street
41 Las Vegas, Nevada 89101
42 (702) 383-9010

CARY COLT PAYNE, CHTD.

700 South Eighth Street
Las Vegas, Nevada 89101
Tel: 702.383.9010 • Fax 702.383.9049



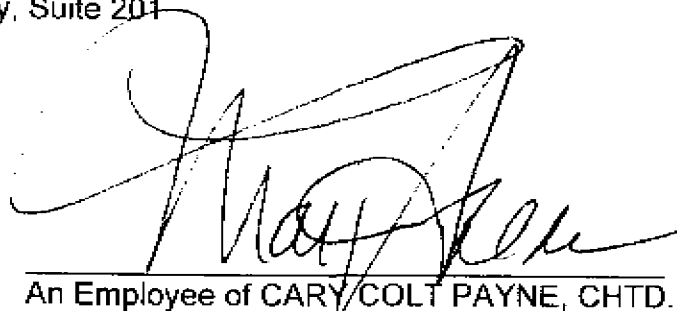


CERTIFICATE OF MAILING

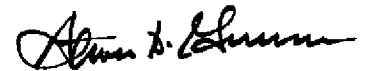
I hereby certify that on January 31, 2013, I deposited for mailing a true and correct copy of the foregoing in the United States mail, postage prepaid thereon addressed to the following at their last known addresses:

Elyse M. Tyrell, Esq.
TRENT TYRELL & ASSOCIATES
11920 Southern Highlands Pkwy, Suite 201
Las Vegas, NV 89141

Michael Echevarria
120 Pana Drive
Hendersonville, TN 37075


An Employee of CARY COLT PAYNE, CHTD.

ORIGINAL



CLERK OF THE COURT

1 OSFF

2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 11920 Southern Highlands
6 Parkway, Suite 201
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 In the Matter of the Guardianship) CASE NO. G 27262
18 of the person and estate of) Family Court
19 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E
20)

21 **ORDER SETTLING FIFTH ACCOUNT AND REPORT OF GUARDIAN AND ORDER**
22 **AUTHORIZING PAYMENT OF FEES**

23 Date of Hearing: 02/06/13
24 Time of Hearing: 9:00 a.m.

25 BE IT REMEMBERED that ROBERT L. ANSARA, Guardian of the estate
26 of the above-named adult ward filed herein his Fifth Account and
27 Report of Guardian and Petition for Payment of Fees; the same having
28 come on regularly for hearing on this date before the above-entitled
Court; it appearing to the satisfaction of the Court that proper
notice of hearing of this matter has been duly given in the manner
required by law; that all allegations contained in said account and
petition are true and correct; and good cause appearing therefore,

NOW, THEREFORE, IT IS HEREBY ORDERED that the Fifth Account and
Report submitted by the said Guardian be, and the same is hereby
settled, allowed and approved, and all actions taken by the said
Guardian as set forth therein are hereby ratified and approved; and
it is

RECEIVED

JAN 28 2013

CLERK OF THE COURT

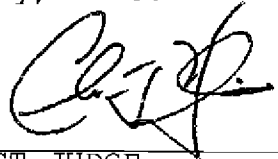
1 FURTHER ORDERED that the Guardian is authorized and directed to
2 pay himself, when funds become available, for fees which have been
3 previously approved by this court; and it is

4 FURTHER ORDERED that the Guardian is authorized and directed to
5 continue to pay himself the sum of \$200.00, on a monthly basis,
6 against which he will bill hourly; and it is

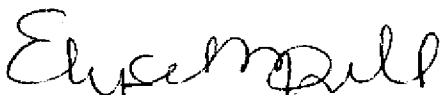
7 FURTHER ORDERED that the Guardian is authorized and directed to
8 pay the law firm of Trent, Tyrell & Associates the sum of \$15,265.08
9 when funds become available, as and for its fees and costs in
10 connection with this guardianship matter; and it is

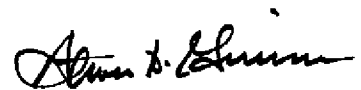
11 FURTHER ORDERED that the foregoing fees and costs shall be paid
12 on a pro-rata basis until such time as the same are satisfied in full.
13

14 DATED and DONE this 6th day of February, 2013.

15 
16
17 DISTRICT JUDGE

18 TRENT, TYRELL & ASSOCIATES

19 
20
21 ELYSE M. TYRELL, ESQ.
22 11920 Southern Highlands
23 Parkway, Suite 201
24 Las Vegas, Nevada 89141
25 Attorney for the Guardian
26
27
28



CLERK OF THE COURT

1 **NEO**
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 11920 Southern Highlands
6 Parkway, Suite 201
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

9 In the Matter of the Guardianship) CASE NO. G 27262
10 of the person and estate of) Family Court
11 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

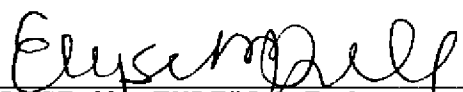
12 **NOTICE OF ENTRY OF ORDER**

13 TO: ALL PERSONS INTERESTED IN THE ABOVE-REFERENCED GUARDIANSHIP:

14 YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that an Order
15 Settling Fifth Account and Report of Guardian and Order
16 Authorizing Payment of Fees, was entered by the court on the 6th
17 day of February, 2013.

18 DATED this 6th day of February, 2013.

19 TRENT, TYRELL & ASSOCIATES

20 
21 ELYSE M. TYRELL, ESQ.
22 11920 Southern Highlands
23 Parkway, Suite 201
24 Las Vegas, Nevada 89141

23 **CERTIFICATE OF MAILING**

24 I, the undersigned, an employee of the law firm of Trent,
25 Tyrell & Associates do hereby declare that on the 7th day of
26 February, 2013, I placed in an envelope, postage pre-paid, first
27

1 class mail thereon, a copy of the foregoing Notice of Entry of
2 Order, to which a copy of the Order Settling Fifth Account and
3 Report of Guardian and Order Authorizing Payment of Fees was
4 attached, to-wit:

5 Robert L. Ansara
6 P.O. Box 30785
7 Las Vegas, NV 89173

8 Angel Echevarria
9 Anthony Echevarria
10 12 Desert Highlands Drive
11 Henderson, NV 89052

12 Michael Echevarria
13 120 Pana Drive
14 Hendersonville, TN 37075

15 Robert Echevarria
16 P.O. Box 5496
17 Mohave Valley, AZ 86446

18 Michael T. Echevarria
19 Tessa Echevarria
20 c/o Paula Cunningham
21 P.O. Box 341
22 La Canada, CA 91012

23 Ana Echevarria
24 Amanda Echevarria
25 c/o Angel Echevarria
26 12 Desert Highlands Drive
27 Henderson, NV 89052

28 Elizabeth Brickfield, Esq.
300 S. Fourth Street #1700
Las Vegas, NV 89101

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212

Gary Vandever
501 Park Avenue, Suite B
Lebanon, TN 37087

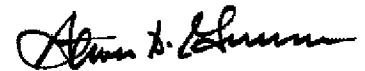
There is a regular communication by mail between the Post

1 Office at Las Vegas, Nevada and the addresses to which the above-
2 referenced documentation was mailed.



Employee of Trent, Tyrell &
Associates

ORIGINAL



CLERK OF THE COURT

1 OSFF

2 ELYSE M. TYRELL, ESQ.

3 Nevada Bar No: 5531

4 TRENT, TYRELL & ASSOCIATES

5 11920 Southern Highlands

6 Parkway, Suite 201

7 Las Vegas, Nevada 89141

8 (702) 382-2210

9 (702) 382-9242 (fax)

10 elyse@probatelawlv.com

11 Attorney for the Guardian of the

12 Estate and Successor Trustee of

13 the Ward's Living Trust,

14 ROBERT L. ANSARA

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 In the Matter of the Guardianship) CASE NO. G 27262
18 of the person and estate of) Family Court
19 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E
20)

21 **ORDER SETTLING FIFTH ACCOUNT AND REPORT OF GUARDIAN AND ORDER**
22 **AUTHORIZING PAYMENT OF FEES**

23 Date of Hearing: 02/06/13
24 Time of Hearing: 9:00 a.m.

25 BE IT REMEMBERED that ROBERT L. ANSARA, Guardian of the estate
26 of the above-named adult ward filed herein his Fifth Account and
27 Report of Guardian and Petition for Payment of Fees; the same having
28 come on regularly for hearing on this date before the above-entitled
Court; it appearing to the satisfaction of the Court that proper
notice of hearing of this matter has been duly given in the manner
required by law; that all allegations contained in said account and
petition are true and correct; and good cause appearing therefore,

NOW, THEREFORE, IT IS HEREBY ORDERED that the Fifth Account and
Report submitted by the said Guardian be, and the same is hereby
settled, allowed and approved, and all actions taken by the said
Guardian as set forth therein are hereby ratified and approved; and
it is

RECEIVED

JAN 28 2013

CLERK OF THE COURT

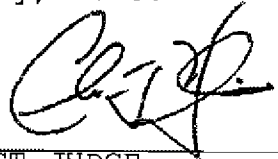
1 FURTHER ORDERED that the Guardian is authorized and directed to
2 pay himself, when funds become available, for fees which have been
3 previously approved by this court; and it is

4 FURTHER ORDERED that the Guardian is authorized and directed to
5 continue to pay himself the sum of \$200.00, on a monthly basis,
6 against which he will bill hourly; and it is


7 FURTHER ORDERED that the Guardian is authorized and directed to
8 pay the law firm of Trent, Tyrell & Associates the sum of \$15,265.08
9 when funds become available, as and for its fees and costs in
10 connection with this guardianship matter; and it is

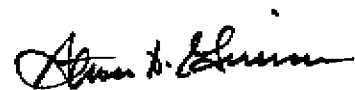
11 FURTHER ORDERED that the foregoing fees and costs shall be paid
12 on a pro-rata basis until such time as the same are satisfied in full.

13 DATED and DONE this 6th day of February, 2013.

14
15 
16
17 DISTRICT JUDGE

18 TRENT, TYRELL & ASSOCIATES

19 
20
21 ELYSE M. TYRELL, ESQ.
22 11920 Southern Highlands
23 Parkway, Suite 201
24 Las Vegas, Nevada 89141
25 Attorney for the Guardian
26
27
28



CLERK OF THE COURT

1 **AFFT**
2 Michael Echevarria
3 10632 Penrose St.
4 Sun Valley, CA 91352
5 (615) 579-0671
6 Petitioner/In Proper Person

7 **DISTRICT COURT**
8
9 **CLARK COUNTY, NEVADA**

10 In the Matter of the Guardianship of the
11 Estate of JEAN RUTH ECHEVARRIA,

Case No.: G27262
Dept. No.: H

12 Adult Ward

13 **AFFIDAVIT FOR RENEWAL OF JUDGMENT**

14 **PURSUANT TO NRS 17.214**

15 STATE OF NEVADA)
16)ss.
17 COUNTY OF CLARK)

18 I, MICHAEL ECHEVARRIA, under penalty of perjury, being first duly sworn,
19 deposes and says:

- 20 1. I am the judgment creditor and competent to testify to the facts stated herein;
21 2. I am the Plaintiff and Judgment Creditor, located at 10632 Penrose St., Sun
22 Valley, CA 91352, in Case No. A05040 in the Chancey Court of Wilson,
23 Tennessee styled Michael A. Echevarria vs. The Mill at Lebanon, LLC and The
24 Jean Echevarria Trust and Jean Echevarria.
25 3. A judgment was entered in my favor the above case on January 2, 2007 against
26 The Mill at Lebanon, Tennessee, LLC and The Jean R. Echevarria Trust and Jean
27 Echevarria individually in the amount of \$679,995.88, an exemplified copy of
28

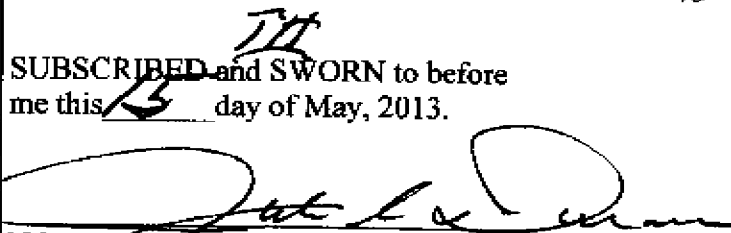
AFFIDAVIT FOR RENEWAL OF JUDGMENT- 1

1 order and transcript filed in this court on June 27, 2007, and an additional copy of
2 this order and transcript is attached hereto;

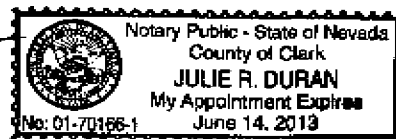
- 3
4 4. Said Judgment and order was also recorded in the Official Records for Clark
5 County, Nevada in Book 20070517, Instrument No. 0004538 on May 17, 2007;
- 6 5. The judgment is against The Jean R. Echevarria Trust and Jean Echevarria jointly,
7 has not been satisfied. The name and address of the judgment debtor is 12 Desert
8 Highlands Drive, Henderson, Nevada 89052 (no post office);
- 9
10 6. The judgment is valid and enforceable, and has only partially been satisfied to
11 wit: \$90,673 on June 8, 2007, \$2,430.00 on November 27, 2012, and \$1,000.00
12 on December 20, 2012;
- 13
14 7. There are no sett-offs or counterclaims in favor of the judgment debtor;
- 15
16 8. There is no outstanding writ of execution for the enforcement of the judgment;
- 17
18 9. The exact amount due as of the date below on the judgment against Jean R.
19 Echevarria Trust and Jean Echevarria jointly and severally is \$1,096,657 which
20 continues to accrue at ten percent (10%) per year compounded or approximately
21 \$150 per day until satisfied.

22 DATED this 15th day of May, 2013.

23
24 
MICHAEL A. ECHEVARRIA

25
26 
27 SUBSCRIBED and SWORN to before
28 me this 15 day of May, 2013.

NOTARY PUBLIC in and for said
County and State



AFFIDAVIT FOR RENEWAL OF JUDGMENT- 2

1 **CERTIFICATE OF MAILING**


2
3 I, MICHAEL ECHEVARRIA, HEREBY CERTIFY that service of the foregoing
4 **AFFIDAVIT FOR RENEWAL OF JUDGMENT PURSUANT TO NRS 17.214** was
5 made on the 15th day of May, 2013, pursuant to NRS 17.214(3) and JCRCP 5(b), by
6 sending a copy, by certified mail, return receipt requested, to the judgment debtor and
7 agents, within three (3) days of filing this Affidavit, addressed as follows:
8


9
10 Jean Echevarria
11 12 Desert Highlands Dr.
12 Henderson, NV 89052

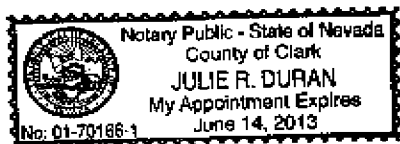
Robert Ansara c/o Ricardo's
4930 W. Flamingo Rd.
Las Vegas, NV 89103

13 DATED this 15th day of May, 2013.
14

15 
16 MICHAEL A. ECHEVARRIA
17

18 
19 SUBSCRIBED and SWORN to before
me this 13 day of May, 2013.

20 
21 NOTARY PUBLIC in and for said
22 County and State
23



AFFIDAVIT FOR RENEWAL OF JUDGMENT- 3

EXHIBIT
A

DEC 20 2006

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE
AT LEBANON

ENTERED
AT 10:00 AM
JAN 6 2007

MICHAEL A. ECHEVARRIA,
Plaintiff/Counter-Defendant

v.

CASE NO.: 05040

THE MILL AT LEBANON, LLC
Defendant/Counter-Plaintiff

NOTICE OF ENTRY ✓
REQUESTED

and

THE JEAN R. ECHEVARRIA TRUST
Defendant/Counter-Plaintiff

and

JEAN ECHEVARRIA, individually
Defendant/Counter-Plaintiff

ORDER

That this cause came on to be heard upon Michael Echevarria's (hereinafter referred to as "Plaintiff"), Complaint for Breach of Contract, Unjust Enrichment, Quantum Meruit and for Restoration and Possession of Personal Residence and Returning of Personal Items against The Mill at Lebanon, LLC's, The Jean Echevarria Trust, and Jean Echevarria, individually, (hereinafter referred to as "Defendants"), Counter-Complaint filed by Defendants against Plaintiff for Mismanagement, Gross Mismanagement, Misfeasance, Malfeasance, Non-feasance, Breach of Fiduciary Duty, Concealment and Conversion of Funds, and Plaintiff's Answer to Defendants' Counter-Complaint. The matter was heard in the Chancery Court of Wilson County, Tennessee, on November 27th, 28th, 29th, 30th, and December 1st, 2006. At the trial of this matter and based upon the statements of counsel, testimony of numerous witnesses, trial briefs filed by both parties, exhibits entered by both parties and the entire record, the Court finds that:

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That based upon all the proof presented, the Court made specific findings of fact

and conclusions of law which are attached hereto as *Exhibit A* and incorporated herein as if set forth in this Order verbatim.

2. That Plaintiff, Michael Echevarria, is awarded a judgment against the Defendants, The Mill at Lebanon, LLC, The Jean Echevarria Trust and Jean Echevarria, individually, for Eight Thousand (\$8,000.00) Dollars per month in reasonable compensation for his services for the benefit of Defendant from May 24, 2000 to January 25, 2005, with the judgment to draw ten percent (10%) interest from February 3, 2005. That the Court finds that, Plaintiff, Michael Echevarria, received compensation of Nineteen Thousand One Hundred Seventy-Nine Dollars and Forty-Seven Cents (\$19,179.47) from the National Bank of Commerce operating bank account and Eight Thousand Two Hundred Ninety-One Dollars and Eighty-Three Cents (\$8,291.83) from the use of the Discover card and these amounts shall be deducted from the judgment amount. The total judgment amount shall be Four Hundred Ninety-Six Thousand One Hundred Eighteen Dollars and Ninety-Four Cents (\$496,118.94) as total compensation and interest due through December 10, 2006. The interest accrual, thereafter, is \$114.68 per day.
3. That Plaintiff, Michael Echevarria, is awarded a base judgment against Defendants, The Mill at Lebanon, LLC, Jean Echevarria Trust and Jean Echevarria, Individually, in the amount of One Hundred Ten Thousand Four Hundred Nineteen Dollars and Sixty-six Cents (\$110,419.66) as repayment of the monies he loaned Defendants. Said judgment is to draw ten percent (10%) interest from March 3, 2002 for a total judgment, including interest, of One Hundred Sixty-Three Thousand One Hundred Forty-Eight Dollars and Eighty-Three Cents (\$163,148.83) through December 10, 2006. The interest accrual, thereafter, is \$30.25 per day.
4. That Plaintiff was not a tenant of Defendants but a trespasser after his discharge as President. That Defendants owed Plaintiff a duty as to the manner in which they handled his personal property. That Defendants acted indifferently as to the consequences of what happened to Plaintiff's property. That Plaintiff, Michael Echevarria, is awarded a base judgment against the Defendants, The Mill at

Lebanon, LLC, Jean Echevarria Trust and Jean Echevarria, Individually, in the amount of Seventeen Thousand Four Hundred Eighty-five (\$17,485.00) Dollars for his lost/damaged personal property. Said judgment is to draw ten percent (10%) interest from January 25, 2005, for a total judgment, including interest, of Twenty Thousand Seven Hundred Twenty-Eight Dollars and Eleven Cents (\$20,728.11) through December 10, 2006. The interest accrual, thereafter, is \$4.79 per day.

5. That the Court finds that as to Defendants' claims against Plaintiff of mismanagement, gross mismanagement, misfeasance, malfeasance, non-feasance, breach of fiduciary duty, concealment and conversion of funds in the sum of Two Million (\$2,000,000.00) Dollars, that there is no evidence at all in this Court that Plaintiff committed any of these acts and Defendants are not awarded any judgment against Plaintiff.
6. That Defendants are assessed the costs of this cause for which execution may issue.

ENTERED this the 2nd day of January, 2007
~~December, 2006~~

C. K. Smith
C. K. SMITH, CHANCELLOR

APPROVED FOR ENTRY:

Brody Kane
BRODY KANE, #17435
ANGEL KANE, #17434
Attorneys for Plaintiff
133 South College Street
Lebanon, Tennessee 37087
(615) 444-8081

STATE OF TENNESSEE, COUNTY OF WILSON
I hereby certify the foregoing to be a true and perfect copy of the original instrument on file in this case.


4th day of January, 2007
BARBARA WEBB, CLERK & MASTER
Barbara Webb D. C&M



CERTIFICATE OF SERVICE

I certify that on the date shown below I have given notice of appearance if required and have served a copy of the above Order on the opposing party by _____ Hand-delivery ____
____ Facsimile transmission to () - _____ and/or X Mailing a copy via United States Postal
Service, postage prepaid, to:

Gary Vandever
Attorney at Law
P. O. Box 642
Lebanon, Tennessee 37088-0642

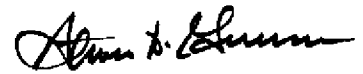


BRODY KANE



DATE

ARJ
LIONEL SAWYER & COLLINS
Elizabeth Brickfield, Bar No. 6236
Meredith Stow, Bar No. 9203
300 South 4th Street, Suite 1700
Las Vegas, NV 89101
(702) 383-8888 (phone)
Attorney for Guardian and Trustee Angel Echevarria



CLERK OF THE COURT

DISTRICT COURT, FAMILY COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the Person
and Estate of

JEAN R. ECHEVARRIA,

an adult ward.

CASE NO.: G 27262

DEPT. NO.: E

AFFIDAVIT OF RENEWAL OF JUDGMENT PURSUANT TO NRS 17.214

I, Elizabeth Brickfield, being first duly sworn and under oath, depose and say:

1. I am the attorney for the Guardian and Trustee Angel Echevarria, (hereinafter "judgment creditor"), that I have more personal knowledge concerning the facts stated herein than does the judgment creditor, and I am competent to testify to the facts stated herein;
2. Judgment was entered in the above-captioned case on June 20, 2007, in favor of the Guardian and Trustee Angel Echevarria and against Michael Echevarria, in the amount of \$4,959.75, plus interest thereon at the statutory rate of interest of 10.25% per annum, totaling as interest \$1,151.85 through June 11, 2007, plus costs and fees of enforcing the judgment and post judgment interest at the statutory rate until paid in full, a true and correct copy of which is attached hereto as Exhibit "1";
3. There is no outstanding writ of execution for enforcement of the judgment;
4. There has been no satisfaction of the judgment against Michael Echevarria;
5. There are no set-offs or counterclaims in favor of Michael Echevarria;

6. The exact amount due on the judgment against Michael Echevarria as of May 15, 2013, is \$8,345.93.

DATED this 14 day of May 2013

LIONEL SAWYER & COLLINS

By: [Signature]
Elizabeth Brickfield, Bar No. 6236
Meredith Stow, Bar No. 9203
300 South 4th Street, Suite 1700
Las Vegas, NV 89101
(702) 383-8888 (phone)
Attorney for Guardian and Trustee Angel Echevarria

STATE OF NEVADA

COUNTY OF CLARK

SIGNED and SWORN to before me this 14th day of May 2013, by Elizabeth Brickfield.

[Signature]
NOTARY PUBLIC

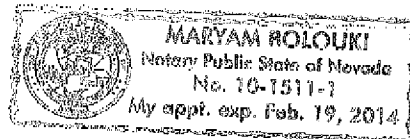


Exhibit 1

Exhibit 1

AFFIDAVIT OF RENEWAL OF JUDGMENT PURSUANT TO NRS 17.214
In the Matter of the Guardianship of the Person and Estate of JEAN R. ECHEVARRIA,
an adult ward. CASE NO.: G 27262

1 JUDGE

2 Lionel Sawyer & Collins
3 Elizabeth Brickfield, Bar No. 6236
4 Meredith Stow, Bar No. 9203
5 300 South 4th Street
6 Las Vegas, NV 89101
7 (702) 383-8888 (phone)
8 Attorney for Guardian and Trustee Angel Echevarria

FILED

JUN 20 9 25 AM '97

CLERK OF COURT

DISTRICT COURT, FAMILY COURT

CLARK COUNTY, NEVADA

9 In the Matter of the Guardianship of the
10 Person and Estate of

11 JEAN R. ECHEVARRIA,

12 an adult ward.

Case No.: G 27262
Dept. No.: H

5-2-07
10Am

13
14 JUDGMENT

15 This matter having come on for consideration upon Angel Echevarria's Petition For Approval
16 of Attorneys Fees and Costs; Petition For Reimbursement Of Fees Paid to Elyse Tyrell, Esq., as
17 Guardian Ad Litem, and good cause appearing, therefor,

18 IT IS HEREBY ORDERED, ADJUDGED and DECREED that judgment is entered in favor
19 of the Estate of Jean R. Echevarria and against Michael Echevarria in the sum of four thousand nine
20 hundred fifty nine and 75/100 dollars (\$4,959.75) plus interest thereon at the rate of 10.25% per

21 ///

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GUARDIANSHIP

JUN 11 2007

RECEIVED

LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702.383.8888
FAX 702.383.8845

1 annum, totaling as interest one thousand one hundred fifty-one and 85/100 dollars (\$1,151.85)
2 through June 11, 2007, plus costs and fees of enforcing the judgment and post judgment interest at
3 the statutory rate hereinafter until paid in full.

4 DATED THIS 18th day of June, 2007.

5
6 
DISTRICT COURT JUDGE

7 T. ARTHUR RITCHIE, JR. *CR*

8 Submitted by:
9 LIONEL SAWYER & COLLINS

10 By *Elizabeth Brickfield*
Elizabeth Brickfield, Esq., Bar No. 6236
11 Meredith Stow, Esq., Bar No. 9203
12 1700 Bank of America Plaza
13 300 South Fourth Street
Las Vegas, Nevada 89101
14 Attorneys for Guardian/Trustee
Angel Echevarria

15
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LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702.383.8886
FAX 702.383.8845

1 **CERT**

2 Lionel Sawyer & Collins
3 Elizabeth Brickfield, Bar No. 6236
4 Meredith Stow, Bar No. 9203
5 300 South 4th Street
6 Las Vegas, NV 89101
7 (702) 383-8888 (phone)
8 Attorney for Guardian and Trustee Angel Echevarria

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CLERK OF THE COURT

6 DISTRICT COURT, FAMILY COURT

7 CLARK COUNTY, NEVADA

8 In the Matter of the Guardianship of the Person
9 and Estate of

10 JEAN R. ECHEVARRIA,

11 an adult ward.
12

CASE NO.: G 27262

DEPT. NO.: E

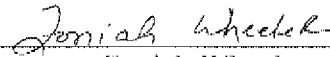
13
14 **CERTIFICATE OF SERVICE BY MAIL**

15 I hereby certify that I am over the age of eighteen years, not a party to the within action.
16 I am employed by Lionel Sawyer and Collins, 300 S. Fourth Street, Suite 1700, Las Vegas,
17 Nevada 89101.
18

19 On the date indicated below, I served a true and correct copy of the AFFIDAVIT OF
20 RENEWAL OF JUDGMENT PURSUANT TO NRS 17.214, a copy of which is affixed hereto
21 as Exhibit "1", to the parties listed on the service list below, by mail and certified mail, return
22 receipt requested. I am "readily familiar" with this firm's practice of collection and processing
23 correspondence for mailing with the United States Postal Service. Under that practice, it would
24 be deposited with the United States Postal Service that same day in the ordinary course of
25 business. Such document was placed in envelopes addressed to the persons served hereunder for
26 collection and mailing with postage thereon fully prepaid for mail and certified mail, return
27
28

1 receipt requested, at Las Vegas, Nevada, on that same day following ordinary business practices.

2 Date: May 15, 2013

3 

4 Foniah Wheeler

5 An Employee of LIONEL SAWYER & COLLINS

6
7 SERVICE LIST

8 Michael Echevarria
9 120 Pana Drive
Hendersonville, TN 37075

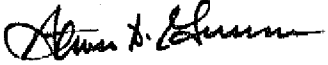
10 Michael Echevarria
11 300 North Maple Street
Lebanon, TN 37087

12 Michael Echevarria
13 % Paula Cunningham
P.O. Box 341
La Canada, CA 91012

14 Elyse M. Tyrell, Esq.
15 Trent, Tyrell & Associates
16 11920 Southern Highlands Parkway, Suite 200
Las Vegas, Nevada 89141

1 **ARJ**
2 LIONEL SAWYER & COLLINS
3 Elizabeth Brickfield, Bar No. 6236
4 Meredith Stow, Bar No. 9203
5 300 South 4th Street, Suite 1700
6 Las Vegas, NV 89101
7 (702) 383-8888 (phone)
8 Attorney for Guardian and Trustee Angel Echevarria

Electronically Filed
05/15/2013 10:57:47 AM


CLERK OF THE COURT

DISTRICT COURT, FAMILY COURT
CLARK COUNTY, NEVADA

8 In the Matter of the Guardianship of the Person
9 and Estate of

10 JEAN R. ECHEVARRIA,
11 an adult ward.

CASE NO.: G 27262
DEPT. NO.: E

13 **AFFIDAVIT OF RENEWAL OF JUDGMENT PURSUANT TO NRS 17.214**

14 I, Elizabeth Brickfield, being first duly sworn and under oath, depose and say:

- 15 1. I am the attorney for the Guardian and Trustee Angel Echevarria, (hereinafter "judgment
16 creditor"), that I have more personal knowledge concerning the facts stated herein than does the
17 judgment creditor, and I am competent to testify to the facts stated herein;
18
19 2. Judgment was entered in the above-captioned case on June 20, 2007, in favor of the
20 Guardian and Trustee Angel Echevarria and against Michael Echevarria, in the amount of
21 \$4,959.75, plus interest thereon at the statutory rate of interest of 10.25% per annum, totaling as
22 interest \$1,151.85 through June 11, 2007, plus costs and fees of enforcing the judgment and post
23 judgment interest at the statutory rate until paid in full, a true and correct copy of which is
24 attached hereto as Exhibit "1";
25
26 3. There is no outstanding writ of execution for enforcement of the judgment;
27
28 4. There has been no satisfaction of the judgment against Michael Echevarria;
5. There are no set-offs or counterclaims in favor of Michael Echevarria;

6. The exact amount due on the judgment against Michael Echevarria as of May 15, 2013, is \$8,345.93.

DATED this 14 day of May 2013

LIONEL SAWYER & COLLINS

By: [Signature]
Elizabeth Brickfield, Bar No. 6236
Meredith Stow, Bar No. 9203
300 South 4th Street, Suite 1700
Las Vegas, NV 89101
(702) 383-8888 (phone)
Attorney for Guardian and Trustee Angel Echevarria

STATE OF NEVADA

COUNTY OF CLARK

SIGNED and SWORN to before me this 14th day of May 2013, by Elizabeth Brickfield.

Maryam Bolouki
NOTARY PUBLIC

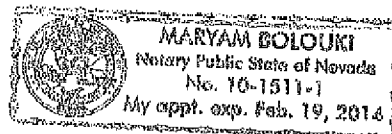


Exhibit 1

Exhibit 1

AFFIDAVIT OF RENEWAL OF JUDGMENT PURSUANT TO NRS 17.214
In the Matter of the Guardianship of the Person and Estate of JEAN R. ECHEVARRIA,
an adult ward. CASE NO.: G 27262

1 JUDGE

2 Lionel Sawyer & Collins
3 Elizabeth Brickfield, Bar No. 6236
4 Meredith Stow, Bar No. 9203
5 300 South 4th Street
6 Las Vegas, NV 89101
7 (702) 383-8888 (phone)
8 Attorney for Guardian and Trustee Angel Echevarria

FILED

JUN 20 9 25 AM '97

CLERK OF COURT

DISTRICT COURT, FAMILY COURT
CLARK COUNTY, NEVADA

9 In the Matter of the Guardianship of the
10 Person and Estate of

11 JEAN R. ECHEVARRIA,

12 an adult ward.

Case No.: G 27262
Dept. No.: H

5-2-07
10Am

14 JUDGMENT

15 This matter having come on for consideration upon Angel Echevarria's Petition For Approval
16 of Attorneys Fees and Costs; Petition For Reimbursement Of Fees Paid to Elyse Tyrell, Esq., as
17 Guardian Ad Litem, and good cause appearing, therefor,

18 IT IS HEREBY ORDERED, ADJUDGED and DECREED that judgment is entered in favor
19 of the Estate of Jean R. Echevarria and against Michael Echevarria in the sum of four thousand nine
20 hundred fifty nine and 75/100 dollars (\$4,959.75) plus interest thereon at the rate of 10.25% per

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

GUARDIANSHIP

JUN 11 2007

RECEIVED

LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702.383.8888
FAX 702.383.8845

1 annum, totaling as interest one thousand one hundred fifty-one and 85/100 dollars (\$1,151.85)
2 through June 11, 2007, plus costs and fees of enforcing the judgment and post judgment interest at
3 the statutory rate hereinafter until paid in full.

4 DATED THIS 18th day of June, 2007.

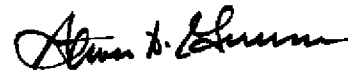
5
6 
DISTRICT COURT JUDGE

7 T. ARTHUR RITCHIE, JR. *K*

8 Submitted by:
9 LIONEL SAWYER & COLLINS

10 By RF M-J
11 Elizabeth Brickfield, Esq., Bar No. 6236
12 Meredith Stow, Esq., Bar No. 9203
13 1700 Bank of America Plaza
14 300 South Fourth Street
15 Las Vegas, Nevada 89101
16 Attorneys for Guardian/Trustee
17 Angel Echevarria
18

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LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702.383.8888
FAX 702.383.8845



CLERK OF THE COURT

1 **ROG**
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 11920 So. Southern Highlands
6 Parkway, Suite 201
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian,
12 ROBERT L. ANSARA

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 In the Matter of the Guardianship) CASE NO. G 27262
11 of the person and estate of) Family Court
12 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

13 **REPORT TO COURT REGARDING SALE OF WARD'S TRUST ASSET**

14 Date of Hearing: 12/18/13
15 Time of Hearing: 9:00 a.m.

16 COMES NOW, the Petitioner, ROBERT L. ANSARA, the duly
17 appointed, qualified and acting Guardian of the estate of JEAN RUTH
18 ECHEVARRIA, by and through his counsel, ELYSE M. TYRELL, ESQ.,
19 whose Petition respectfully represents the following to this
20 Honorable Court:

21 1. ROBERT L. ANSARA is the duly appointed, qualified and
22 acting Guardian of the estate of JEAN RUTH ECHEVARRIA, having been
23 appointed to serve in that capacity on the 17th day of October,
24 2007. Additionally, ROBERT L. ANSARA is the Successor Trustee of
25 the Echevarria Revocable Family Trust, Dated December 5, 2005.

26 2. Petitioner reminds this court that it has jurisdiction
27 over the Echevarria Revocable Family Trust, Dated December 5, 2005
28 and, although Petitioner is not required to confirm the sale of the

1 ward's trust asset, Petitioner wishes to report to the court the
2 terms of the sale of the same.

3 3. The ward's trust owns a partnership interest in and to
4 the real property located at 333-353 Hatch Drive, Foster City,
5 California, 94404. Since Petitioner's acceptance as Successor
6 Trustee of the Echevarria Revocable Family Trust, Dated December 5,
7 2005, he has managed this property. An offer has been submitted
8 for the purchase of the real property which Petitioner has
9 accepted. Attached hereto as Exhibit "1" is a fully executed copy
10 of the Purchase and Sale Agreement.

11 4. Petitioner reports that the subject real property is
12 seriously upside down and the offer received is in the ward's best
13 interest. Petitioner reports that Chase Bank has offered a
14 significant reduction to the \$500,000 pre-payment penalty if
15 Petitioner is successful in closing escrow by the end of December,
16 2013. If all goes well and escrow is closed by the end of
17 December, 2013, there will be a savings of \$175,000 to the owners,
18 after offering the buyer a \$50,000 incentive bonus.

19 5. Finally, Petitioner advises this court that the ward's
20 son, Michael Echevarria, was successful in securing a judgment and
21 recording a lien against the subject real property. Petitioner
22 reports that Michael's lien will be partially satisfied through the
23 sale. Inasmuch as the ward will not be receiving any cash from the
24 sale of this property, Michael Echevarria has agreed assist in

25

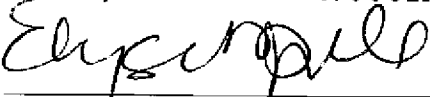
26

27

1 funding the guardianship estate so as to provide for the ward's
2 basic needs.

3 Respectfully Submitted,

4 TRENT, TYRELL & ASSOCIATES

5 

6 ELYSE M. TYRELL, ESQ.
7 11920 So. Southern Highlands
8 Parkway, Suite 201
9 Las Vegas, Nevada 89141

EXHIBIT "1"

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is entered into as of December ^{4th} 2013 (the "Effective Date") by and between the Echevarria Revocable Family Trust dated December 5, 2005 (the "Seller"), and SunCap Property Group, LLC, a North Carolina limited liability company (the "Buyer").

1. Agreement of Sale. Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller that certain parcel of improved commercial real property located at and commonly known as 333-353 Hatch Drive, Foster City, California 94404, and more particularly described in Exhibit A attached hereto, together with all appurtenant rights and benefits (collectively, the "Property").

2. Purchase Price. The purchase price for the Property is SIX MILLION FIVE HUNDRED SEVENTY THOUSAND DOLLARS (\$6,570,000) and shall be paid by Buyer to Seller at the Closing (as defined in Section 7.1 below) in the form of cash, a cashier's check, or federal funds wire transfer.

3. Deposit.

3.1 Application of Deposit. Concurrently with the execution of this Agreement by both Buyer and Seller, Buyer shall deposit in escrow with Old Republic Title Company, 851 Cherry Avenue, Suite, 32, San Bruno, California 94066, Attn: Michele Piazza (the "Title Company") a deposit in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000) (the "Initial Deposit"). Buyer shall deposit an additional ONE HUNDRED THOUSAND DOLLARS (\$100,000) (the "Additional Deposit") in escrow on or before the removal of Buyer's Conditions (as defined in Section 6.1 below). Upon the making of the Additional Deposit, the total deposit (collectively, the "Deposit") will be TWO HUNDRED THOUSAND DOLLARS (\$200,000). The Deposit shall be held in an interest-bearing account and interest shall accrue for the account of Buyer. If the sale of the Property is consummated, the Deposit, plus accrued interest, shall be applied to the purchase price. If the sale of the Property is not consummated as a result of a default under this Agreement on the part of the Buyer, the Deposit plus accrued interest thereon shall be paid to the Seller as liquidated damages, as set forth below.

3.2 Liquidated Damages. IF BUYER DEFAULTS IN THE PERFORMANCE OF ANY OBLIGATION OF BUYER HEREUNDER, AND THE CLOSING FAILS TO OCCUR AS A RESULT OF SUCH DEFAULT, SELLER WILL SUSTAIN SUBSTANTIAL DAMAGES. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES SUSTAINED BY SELLER IN THE EVENT OF SUCH A DEFAULT HEREUNDER BY BUYER. THEREFORE, SELLER AND BUYER AGREE THAT IF BUYER COMMITS SUCH A DEFAULT, THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE AMOUNT OF DAMAGES FOR SUCH DEFAULT, AND SELLER SHALL BE ENTITLED TO RECOVER SUCH AMOUNT AS LIQUIDATED DAMAGES FOR SUCH DEFAULT. BOTH PARTIES ACKNOWLEDGE AND AGREE THAT SAID AMOUNT IS PRESENTLY A REASONABLE SUM CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF THE SUM TO THE RANGE OF HARM TO SELLER THAT REASONABLY COULD BE ANTICIPATED, AND THAT PROOF OF ACTUAL DAMAGES

WOULD BE COSTLY AND EXTREMELY DIFFICULT OR IMPRACTICABLE. SELLER'S RIGHT TO RECOVER SUCH AMOUNT AS LIQUIDATED DAMAGES FOR SUCH DEFAULT SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY. SELLER WAIVES ALL OTHER LEGAL OR EQUITABLE REMEDIES AGAINST BUYER AND ANY RELATED OR AFFILIATED ENTITY, AGENT OR REPRESENTATIVE, INCLUDING ANY RIGHT OF SELLER TO OBTAIN SPECIFIC PERFORMANCE OF BUYER'S OBLIGATIONS UNDER THIS AGREEMENT.

BUYER:



SELLER:



3.3 Independent Consideration. Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in Paragraph 3.1 above, the Title Company shall release \$100 of said monies to Seller as and for independent consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4. Title.

4.1 Permitted Title Exceptions; Title Policy. The obligation of Buyer to purchase the Property shall be conditioned on the Title Company being prepared to issue an owner's policy of title insurance ("Title Policy") insuring that fee title in the Property is vested in Buyer, subject only to the Permitted Title Exceptions, as defined below. The Title Policy shall insure title subject only to a lien for local real estate taxes and assessments not yet due or payable, and such other exceptions as may be approved in writing by Buyer pursuant to Section 6.3(c) below ("Permitted Title Exceptions").

5. Documents to be Delivered to Buyer. Seller shall provide to Buyer, or make available for inspection and copying at a reasonably convenient location, all documents, reports, plans, leases, contracts and other documents in the possession or control of Seller and relating to the use, ownership, management and operation of the Property, within ten (10) days from the Effective Date.

6. Conditions to Closing.

6.1 Conditions. Buyer's obligation to purchase the Property is conditioned upon the satisfaction of each of the following conditions:

- (a) The performance by Seller of every obligation of Seller hereunder, and the truth of each representation and warranty made in this Agreement by Seller as of the Effective Date and as of the Closing.
- (b) Buyer's review and approval of any documents or other items provided to Buyer by Seller in accordance with Section 5 hereof.

- (c) Buyer's review and approval of a preliminary title report, all title exceptions, and an ALTA survey, if obtained by Buyer. Buyer shall notify Seller in writing of any objections Buyer has to the preliminary title report and the title exceptions within ten (10) days of Buyer's receipt of the preliminary title report and exceptions referenced therein. If Seller is not willing to remove the objectionable exceptions, or is unable to do so, prior to the Closing, Seller will advise Buyer thereof in writing and Buyer may either waive its objections and proceed with the purchase or terminate this Agreement.
- (d) Buyer's inspection and approval of the present physical condition and status of the Property, including the soil, drainage, and the existence of any hazardous materials on the Property.
- (e) The feasibility of the Property for Buyer's intended use.

The parties expressly acknowledge that the obligation of Buyer to proceed hereunder is not conditioned on obtaining financing, or a commitment for financing, for acquisition or development of the Property. The parties acknowledge that a material and substantial inducement to Seller's agreement to proceed with the transaction contemplated herein is the understanding that Buyer intends to acquire the Property with internal resources, and that obtaining third party funds to acquire the Property will not be a condition to Buyer's obligation hereunder.

6.2 Conditions - Seller. The obligation of Seller to sell and convey the Property pursuant to this Agreement is subject to the satisfaction on or before the Closing Date (or such earlier date as is specifically set forth in this Agreement) of all of the following conditions precedent, which conditions are for the benefit of Seller only and the satisfaction of which may be waived only in writing by Seller:

(a) Buyer's Deliveries. Delivery and execution by Buyer of all monies, items and instruments required to be delivered by Buyer at Closing pursuant to this Agreement; and

(b) Buyer's Performance. Buyer shall have performed each and every agreement to be performed by Buyer pursuant to this Agreement.

(c) California Teachers Association - Waiver. The Seller has notified the California Teachers Association ("CTA") that Seller desires to sell the Property on the terms set forth herein, as required by the right of first refusal held by CTA. CTA has indicated that it is not interested in acquiring the Property on those terms, and the time for CTA to exercise its right of first refusal has expired.

6.3 Due Diligence Period. Buyer's obligation to purchase the Property is subject to Buyer's being satisfied, in its sole discretion, with the Property after the review and inspections described in Section 6.1 above. Buyer shall have until the date which is forty five

(45) days after the Effective Date (the "Approval Date") to notify Seller in writing that the conditions described in Section 6.1, are not satisfied or waived and that Buyer wishes to terminate this Agreement. Upon delivery of such notice to Seller within the required period, this Agreement shall terminate and the Deposit and all interest thereon shall be returned to Buyer. If no such notice is timely delivered to Seller, the relevant conditions shall be deemed waived or satisfied. Promptly following such termination, Buyer shall return all documents delivered by Seller and shall deliver to Seller a true and correct copy of all reports, investigations and other non-proprietary information regarding the Property prepared for Buyer.

6.4 Waiver. Buyer may, at any time or times before the Closing, waive any of the foregoing conditions. Any such waiver must be in writing and signed by Buyer.

6.5 Access. Seller shall afford authorized representatives of Buyer reasonable access to the Property, upon reasonable advance notice and during normal business hours, for the purposes of satisfying any conditions precedent to the Closing contained herein. Buyer shall have the right to conduct or cause to be conducted soils tests, structural tests, tests for hazardous materials or any other tests Buyer determines are necessary or desirable to evaluate the condition of the Property. In performing its examinations and inspections of the Property, Buyer shall minimize any interference with the use of the Property and Buyer shall indemnify Seller against and hold Seller harmless from any and all losses, costs, damages, liabilities and expenses, including, without limitation, attorneys' fees and costs, resulting from or related to the entry upon the Property by Buyer or its representatives, and Buyer shall restore any damage done during such inspection, and shall remove any materials produced in the course of the investigation. Buyer shall not conduct any Phase II testing for the presence of Hazardous Materials, or any other physically invasive testing, without Seller's prior written consent, which shall not be unreasonably withheld or delayed.

7. Closing.

7.1 Closing Date. The consummation of the purchase and sale of the Property (the "Closing") shall occur not more than fifteen (15) calendar days after satisfaction or waiver of the conditions described in Section 6.1 above.

7.2 Deposits Into Escrow.

- (a) Seller shall deposit the following documents and items into escrow, each of which shall be executed by Seller, if necessary, and shall be in form reasonably satisfactory to Buyer: (i) a grant deed conveying the real property to Buyer; (ii) a bill of sale conveying the personal property, if any, to Buyer; (iii) an assignment of intangible property; (iii) an affidavit stating that Seller is not a "foreign person" under U.S.C.A. Section 1445(f)(3); (iv) Seller's share of the closing costs; and (v) such other documents as may reasonably be required to complete the Closing.
- (b) Buyer shall deposit the following into escrow: (i) the purchase price in accordance with the provisions of Section 2 above; (ii) Buyer's share of

the closing costs; and (iii) such other documents as may reasonably be required to complete the Closing.

7.3 Prorations. All rents and other sources of income and all expenses for the Property will be prorated as of midnight the day before the Closing date and the purchase price will be adjusted on the following basis:

(a) Accounts Receivable. Any income of the Property earned and attributable to the period prior to the Closing date will be paid to Seller to the extent that such income has been collected on or before the Closing date. Any income earned and attributable to the period beginning on the Closing date and thereafter will be paid to Buyer. Upon receipt by Buyer after the Closing of any income earned prior to the Closing date, the same will be paid to Seller.

(b) Accounts Payable. All sums due for accounts payable which were owing or accrued by the Property prior to the Closing will be paid by Seller. Buyer will furnish Seller any bills for such period received after the Closing for payment, and Buyer will have no further obligation with respect thereto. Payments due under any service contracts which Buyer does not assume shall not be prorated and Seller shall be liable for all payments due thereunder.

(c) Property Taxes. All real and personal property ad valorem taxes and special assessments, if any, whether payable in installments or not, for the tax year in which the Closing occurs will be prorated to the Closing date, based on the latest available tax rate and assessed valuation.

(d) Utility Charges. All utility charges (including, without limitation, electricity, gas, water, sewer and telephone, as applicable) will be prorated to the Closing date and Buyer will obtain a canceled bill therefor. All utility security deposits, if any, will be retained by Seller.

(e) Post Closing. If the amount of any of the adjustments to be prorated cannot be determined on the date of Closing, these adjustments will be made between the parties as soon after Closing as possible.

7.4 Closing Costs. Closing costs shall be paid as follows: (i) Buyer will pay the premium for owner's title insurance coverage, and (ii) Seller will pay county transfer taxes, if any. Any other closing costs will be paid in accordance with custom in San Mateo County, as determined by the Title Company.

7.5 Escrow Instructions. Each party shall deliver escrow instructions and other instruments as are required by the Title Company to close the escrow for this transaction.

7.6 Possession. Seller shall deliver possession of the Property to Buyer on the Closing date.

8. Representations and Warranties.

8.1 Representations and Warranties of Seller. Seller represents and warrants the following to Buyer as of the date hereof and as of the Closing date. Each representation and warranty shall survive the Closing date for a period of six (6) months, and shall expire unless a claim for breach of such representation or warranty is properly filed and served on Seller within that six (6) month period:

- (a) Seller has full power and authority to consummate the transaction contemplated herein.
- (b) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the United States Internal Code of 1986, as amended, or under Section 18805 of the California Revenue and Taxation Code.
- (c) Seller has not received written notice that any litigation, claim, or other proceeding has been filed against Seller which arises out of the ownership of the Property and, to Seller's knowledge, no such claim, litigation or proceeding has been threatened against Seller or the Property.
- (d) To Seller's knowledge, there are no uncured violations of any federal, state or local law relating to the use or operation of the Property, or Seller's ability to perform hereunder. To Seller's knowledge, there are no alleged building code violations, health and safety code violations, federal, state or local agency actions regarding environmental matters or zoning violations currently affecting the Property which remain uncured. To Seller's knowledge, the Property is not in violation or breach of any of the covenants, conditions, restrictions or other agreements affecting the Property.

If Seller discovers that any representation or warranty set forth above is not accurate before the Closing date, Seller will give Buyer written notice of that fact as soon as reasonably possible, and in any event before the Closing. If Buyer elects to proceed with the Closing after receipt of such notice or after having discovered the inaccuracy of the representation or warranty in question, Buyer shall be deemed to have waived any claim with respect to the representation or warranty in question to the extent of such additional information.

8.2 Sale Made "As Is"; Release of Seller. Buyer will perform a reasonably thorough investigation in order to become familiar with the Property, and has made or will make such independent investigations as it deems necessary or appropriate concerning the Property. Except as expressly set forth herein: (i) Buyer is relying solely upon its own familiarity with the Property and is not relying in any way upon any representations, information, appraisals, statements, agreements, warranties, studies, surveys, reports, descriptions, guidelines or other information or material furnished by Seller, and (b) Buyer acknowledges that, except as set forth herein, it is acquiring the Property for the Purchase Price stated herein "AS IS", in its present state and condition, without any representation or warranty by Seller or its representatives as to any matter. Buyer, on behalf of itself and its successors and assigns, waives its right to recover from and forever releases and discharges Seller, its agents, attorneys, brokers, employees and representatives from any and all demands, claims, costs, damages,

losses or causes of action, whether known or unknown, that may arise on account of or in any way be connected with the physical condition, use, operation or ownership of the Property. In connection with the foregoing release, Buyer hereby consents to inclusion of this waiver and release in the grant deed conveying the Property to Buyer, and expressly waives the benefits of Section 1542 of the California Civil Code, which presently provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

 Seller  Buyer

8.9. Limitation of Liability.

The total aggregate liability of Seller for any and all injuries, damages, claims, losses, expenses or claims (including attorneys' fees) in connection with the sale of the Property will be limited to the Purchase Price for the Property. Buyer shall notify all parties who may claim through Buyer, including the agents, employees or representatives of Buyer, as well as future occupants, purchasers or other users of the Property, of this limitation of Seller's liability to them and shall require them to abide by this limitation of liability. In no event shall Seller be liable in contract, tort, strict liability, warranty, or otherwise, for any special, incidental or consequential damages, including, but not limited to, delay, disruption, or loss of anticipated profits or revenue.

9. Indemnification. Each party hereby agrees to indemnify the other party and hold it harmless from and against any and all claims, demands, liabilities, costs and damages, including, without limitation, reasonable attorneys' fees, resulting from any claimed misrepresentations or breach of warranty or covenant made by such party in this Agreement.

10. Risk of Loss; Eminent Domain. If, prior to the Closing, all of the Property is taken by eminent domain, this Agreement shall be deemed canceled. If only part of the Property is so taken, Buyer shall have the option of (a) proceeding with the Closing and acquiring the Property as affected by and subject to such taking, together with all compensation and damages awarded or the right to receive same, or (b) canceling this Agreement.

11. Actions During Contract Period. Between Seller's execution of this Agreement and the Closing, or any earlier termination of this Agreement as permitted herein, Seller shall maintain the Property in good order, condition and repair, reasonable wear and tear excepted.

12. Miscellaneous.

12.1 Notice. Any notice, demand or communication required or permitted hereunder shall be given in writing and may be delivered personally, by facsimile, by telephone, by private courier, or sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the following addresses or to such other addresses as any party may hereafter designate by written notice, provided such notice,

demand or communication is provided simultaneously by at least three (3) of the following five (5) methods: (i) personally, via private courier; (ii) via telephone; (iii) via U.S. Mail, Registered or Certified, with postage prepaid, return receipt requested; (iv) via facsimile, and/or (v) via email, as follows:

<p>Grace Echeverria, Trustee</p> <p>3101 S. Barrington Avenue, Apt. 14 Los Angeles, CA 90066 Ph: 310-881-9651 Email: echevri22@yahoo.com</p> <p>and</p> <p>Robert L. Ansara, Trustee</p> <p>P.O. Box 30785 Las Vegas, NV 89173 Ph: 70-227-9100 Email: ransara@psnv.com</p>	<p>Buyer:</p> <p>cf. SunCap Property Group, LLC</p> <p>6101 Carnegie Blvd. Ste. 180 Charlotte, NC 28209</p> <p>ATTN: Jason K. Brice, General Counsel</p> <p>Email: JBRICE@SUNCAPPG.COM Phone: (704) 945-8010</p>
<p>And to:</p> <p>Paul A. Beck A Professional Corporation 13701 Riverside Drive, Suite 701 Sherman Oaks, California 91423 Tel: (818) 501-1141 Fax: (818) 501-1241 Email: pab@pablaw.org</p>	<p>And to:</p>

Notice shall be deemed given upon the earlier of: (i) actual receipt, including, if notice is sent by email, confirmation of receipt of the message in question; or (ii) five (5) days after posting in the U.S. Mail as provided above.

12.2 Covenant of Further Assurances. The parties hereby agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Agreement.

12.3 Tax Deferred Exchange. The parties acknowledge that each may attempt to qualify this transaction as part of an exchange eligible for deferred tax treatment under Federal and State law. Each party shall cooperate with the other party as reasonably necessary in connection with such exchange, subject to the following: (i) neither party shall be obligated to take title to any property other than the Property, (ii) each party shall pay its own costs

NOTES:
R.E. [initials] / JKB

associated with the exchange; (iii) the exchange shall not affect the times for performing the various obligations set forth herein; and (iv) neither party shall have any responsibility to the other to ensure that the transaction does in fact qualify as a tax-deferred exchange.

12.4 Severability. If any provision of this Agreement as applied to either party or to any circumstance shall be ruled by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) that provision as applied to other permissible parties or circumstances or any other provision of this Agreement, or the validity or enforceability of the Agreement as a whole.


12.5 Assignment. Neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, and any such assignment or delegation without the other party's prior consent shall be void and of no effect.

12.6 Successors and Assigns. Subject to the provisions of Section 12.5 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, devisees, legal representatives, successors and assigns.

12.7 Attorneys' Fees. In the event of any controversy, claim or action being filed between the parties respecting this Agreement or in connection with the Property, the prevailing party in such action shall be entitled, in addition to all expenses, costs or damages, to reasonable attorneys' fees, whether or not such controversy was litigated or prosecuted to judgment.

12.8 Brokers and Finders. Seller is represented in this transaction by Cassidy Turley Northern California, Inc. ("Seller's Broker"), and Buyer is represented by Cassidy Turley Northern California, Inc. and Coldwell Banker Commercial (collectively, "Buyer's Brokers"). Seller shall pay a commission to Seller's and Buyer's Broker upon close of escrow in accordance with a separate written agreement between them, and the parties agree that the commission will be split equally between Seller's Broker and Buyer's Brokers (with the understanding that Buyer's Brokers may elect to apportion the commission between themselves in their sole discretion). The parties acknowledge that each of them is represented in this transaction by Cassidy Turley and, by signature below, hereby waives any conflict of interest that might arise from such dual agency. The party through whom any broker or finder (other than Seller's Broker) makes a claim shall indemnify, defend and hold harmless the other from such claim. Nothing herein shall make any person, including the brokers representing the parties to this Agreement, a third party beneficiary of this Agreement.

 ME. Seller

 Buyer

12.9 Time of the Essence. Time is of the essence of this Agreement. However, if the final date of any period designated for performance of any act under this Agreement falls on a Saturday, Sunday or statewide legal holiday as defined in California Government Code Sections 6700 and/or 6701, then the time for such performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

12.10 Governing Law. This Agreement is entered into and shall be governed by and construed and interpreted under the laws of the State of California.

12.11 Counterparts. This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose.

12.12 Exhibits. All recitals and exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement.

12.13 Entire Agreement. This document represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all other and prior agreements, representations and covenants, oral or written, between or on behalf of the parties, or either of them.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

\\\\\\\\\\\\\\\\

SELLER	BUYER
Echevarria Revocable Family Trust dated December 5, 2005	SunCap Property Group, LLC, a North Carolina limited liability company
By: <u>Grace Echevarria</u> Grace Echevarria, Trustee of the Angel M. Echevarria Exemption Trust and the Grace Echevarria Family Trust and	By: <u>[Signature]</u>
By: <u>Robert L. Ansara</u> Robert L. Ansara, General Guardian of the Estate of Jean Ruth Echevarria Trustee	Printed Name: <u>Jasur K. Beg</u>
	Title: <u>General Counsel</u>

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Foster City, County of San Mateo, State of California, described as follows:

PARCEL I:

PARCEL B OF "PARCEL MAP NO. 73-88, BEING A RESUBDIVISION OF LOTS 23, 24 AND A PORTION OF LOT 29, AS DESIGNATED ON THE MAP ENTITLED, 'TRACT NO. 820, FOSTER CITY-INDUSTRIAL PARK NO. 1, IN UNINCORPORATED TERRITORY, SAN MATEO COUNTY, CALIFORNIA', WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, JANUARY 15, 1964, IN BOOK 59 OF MAPS, AT PAGES 35, 36 AND 37, ALSO PARCEL 'A' AND PARCEL 'B', AS SAID PARCELS ARE SHOWN ON THAT CERTAIN MAP ENTITLED, 'PARCEL MAP 8-73 IN THE INCORPORATED TERRITORY OF THE CITY OF FOSTER CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA', WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JULY 6, 1973, IN VOLUME 21 OF PARCEL MAPS, AT PAGE 19", AS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, JANUARY 23, 1989, IN BOOK 61 OF PARCEL MAPS, AT PAGE 64.

PARCEL II:

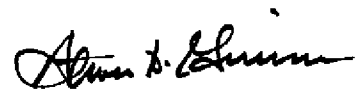
TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 10 FEET OF THE WEST 62 FEET OF PARCEL "C", AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP 8-73 IN THE INCORPORATED TERRITORY OF THE CITY OF FOSTER CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A RESUBDIVISION OF PARCELS A AND B OF PARCEL MAP, RECORDED IN BOOK 12 OF PARCEL MAPS, AT PAGE 21, AND ALSO BEING A RESUBDIVISION OF LOTS 25 AND 26, TRACT NO. 820, FOSTER CITY-INDUSTRIAL PARK UNIT NO. 1, RECORDED IN VOL. 59 OF MAPS, AT PAGES 35 TO 37, INCLUSIVE, SAN MATEO COUNTY RECORDS", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JULY 6, 1973, IN VOLUME 21 OF PARCEL MAPS, AT PAGE 19.

PARCEL III:

NON-EXCLUSIVE EASEMENTS EVIDENCED BY THE DOCUMENT ENTITLED "GRANT OF EASEMENTS" RECORDED FEBRUARY 09, 2006 AS INSTRUMENT NO. 2006-020160.

APN: 094-011-210

JPN: 094-001-011-08-01A; 094-001-011-17A and 094-001-011-18A



CLERK OF THE COURT

NOTC

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
11920 So. Southern Highlands
Parkway, Suite 201
Las Vegas, Nevada 89141
(702) 382-2210
(702) 382-9242 (fax)
elyse@probatelawlv.com
Attorney for the Guardian,
ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E
)

**NOTICE OF HEARING OF REPORT TO COURT REGARDING SALE OF
WARD'S TRUST ASSET**

Date of Hearing: 12/18/13
Time of Hearing: 9:00 a.m.

NOTICE IS HEREBY GIVEN to all persons interested in the guardianship of the person and estate of the above-named adult ward, that Wednesday, the 18th day of December, 2013, at the hour of 9:00 a.m., in the Family Court and Service Center in Department E which is located at 601 N. Pecos, Las Vegas, Nevada, 89101, is hereby set as the time and place by the court for the hearing on the **Report to Court Regarding Sale of Ward's Trust Assets**, filed by ROBERT L. ANSARA, by and through his counsel, ELYSE M. TYRELL, ESQ., at which time all persons interested in said matter are notified then and there to appear and show cause, if any they have, why said petition should not be granted.


Reference is hereby made to said petition, on file herein, for

1 further particulars.

2 YOU DO NOT NEED TO APPEAR UNLESS YOU WISH TO FILE AN
3 OBJECTION.

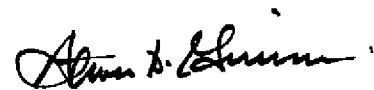
4 DATED this 6th day of December, 2013.

5 TRENT, TYRELL & ASSOCIATES

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7
8 ELYSE M. TYRELL, ESQ.
9 11920 Southern Highlands
Parkway, Suite 201
Las Vegas, Nevada 89141

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CLERK OF THE COURT

AFFOM

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
11920 So. Southern Highlands
Parkway, Suite 201
Las Vegas, Nevada 89141
(702) 382-2210
(702) 382-9242 (fax)
elyse@probatelawlv.com
Attorney for the Guardian,
ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H
)

AFFIDAVIT OF MAILING

Date of Hearing: 12/18/13
Time of Hearing: 9:00 a.m.

STATE OF NEVADA)
: ss:
COUNTY OF CLARK)

DONNALYN WASANO, being first duly sworn according to law,
deposes and says:

On the 6th day of December, 2013, I personally placed in
envelopes, postage fully prepaid, first class postage thereon,
copies of the **Report to Court Regarding Sale of Ward's Trust**
Asset, along with a copy of the **Notice**, addressed to the persons
whose names and addresses are set forth below, and deposited the
same in the Post Office at Las Vegas, Nevada, to-wit:

Robert L. Ansara
P.O. Box 30785
Las Vegas, NV 89173

1 Angel Echevarria
Anthony Echevarria
2 12 Desert Highlands Drive
Henderson, NV 89052

3 Michael Echevarria
4 120 Pana Drive
Hendersonville, TN 37075

5 Robert Echevarria
6 P.O. Box 5496
Mohave Valley, AZ 86446

7 Michael T. Echevarria
8 Tersa Echevarria
c/o Paula Cunningham
9 P.O. Box 341
La Canada, CA 91012

10 Ana Echevarria
11 Amanda Echevarria
c/o Angel Echevarria
12 12 Desert Highlands Drive
Henderson, NV 89052

13 Elizabeth Brickfield, Esq.
14 300 S. Fourth Street #1700
Las Vegas, NV 89101

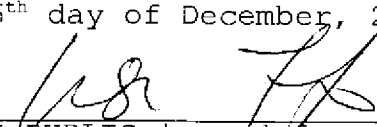
15 Darius A. Baghai, Esq.
16 144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212

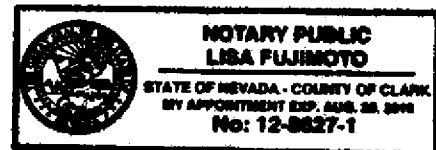
17 Gary Vandever
18 501 Park Avenue, Suite B
Lebanon, TN 37087

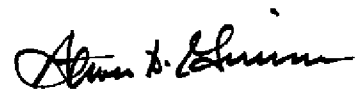
19
20 There is a regular communication by mail between the Post
21 Office at Las Vegas, Nevada, and the addresses to which the above-
22 referenced documentation was mailed.

23 
DONNALYN WASANO

24 SUBSCRIBED and SWORN to before me
25 this 6th day of December, 2013.

26 
27 NOTARY PUBLIC in and for said
County and State





CLERK OF THE COURT

1 **ROG**
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 11920 So. Southern Highlands
6 Parkway, Suite 201
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian,
12 ROBERT L. ANSARA

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 In the Matter of the Guardianship) CASE NO. G 27262
11 of the person and estate of) Family Court
12 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

13 **ERRATA TO REPORT TO COURT REGARDING SALE OF WARD'S TRUST ASSET**

14 Date of Hearing: 12/18/13
15 Time of Hearing: 9:00 a.m.

16 COMES NOW, the Petitioner, ROBERT L. ANSARA, by and through his
17 attorney, ELYSE M. TYRELL, ESQ., who files the instant Errata to
18 his Report to Court Regarding Sale of Ward's Trust Asset, and who
19 alleges the following:

20 1. Petitioner informs the court that the statement in
21 paragraph 4, which states that the "...real property is seriously
22 upside down...", is incorrect. Actually, because the ward's trust
23 is insolvent, it is unable to continue to make the monthly payments
24 given the current cash flow from rent.

25

26

27

28

2. The said Report to Court Regarding Sale of Ward's Trust Asset in all other respects.

Respectfully Submitted,

TRENT, TYRELL & ASSOCIATES

Ellyse M. Tyrell

 ELYSE M. TYRELL, ESQ.
 11920 So. Southern Highlands
 Parkway, Suite 201
 Las Vegas, Nevada 89141

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
11920 So. Southern Highlands
Parkway, Suite 201
Las Vegas, Nevada 89141
(702) 382-2210
(702) 382-9242 (fax)
elyse@probatelawlv.com
Attorney for the Guardian,
ROBERT L. ANSARA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H

Date of Hearing: 12/18/13
Time of Hearing: 9:00 a.m.

STATE OF NEVADA)
 : ss:
COUNTY OF CLARK)

DONNALYN WASANO, being first duly sworn according to law,
deposes and says:

On the 9th day of December, 2013, I personally placed in envelopes, postage fully prepaid, first class postage thereon, copies of the **Errata to Report to Court Regarding Sale of Ward's Trust Asset**, addressed to the persons whose names and addresses are set forth below, and deposited the same in the Post Office at Las Vegas, Nevada, to-wit:

Robert L. Ansara
P.O. Box 30785
Las Vegas, NV 89173

1 Angel Echevarria
Anthony Echevarria
2 12 Desert Highlands Drive
Henderson, NV 89052

3 Michael Echevarria
4 120 Pana Drive
Hendersonville, TN 37075

5 Robert Echevarria
6 P.O. Box 5496
Mohave Valley, AZ 86446

7 Michael T. Echevarria
8 Tessa Echevarria
c/o Paula Cunningham
9 P.O. Box 341
La Canada, CA 91012

10 Ana Echevarria
11 Amanda Echevarria
c/o Angel Echevarria
12 12 Desert Highlands Drive
Henderson, NV 89052

13 Elizabeth Brickfield, Esq.
14 300 S. Fourth Street #1700
Las Vegas, NV 89101

15 Darius A. Baghai, Esq.
16 144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212

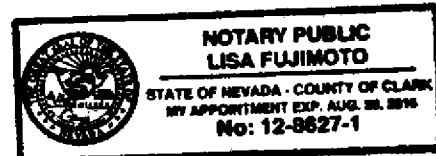
17 Gary Vandever
18 501 Park Avenue, Suite B
Lebanon, TN 37087

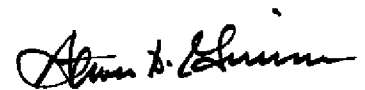
19
20 There is a regular communication by mail between the Post
21 Office at Las Vegas, Nevada, and the addresses to which the above-
22 referenced documentation was mailed.

D. Wasano
DONNALYN WASANO

23
24 SUBSCRIBED and SWORN to before me
25 this 9th day of December 2013.

26 *[Signature]*
27 NOTARY PUBLIC in and for said
County and State





CLERK OF THE COURT

FACT

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
11920 Southern Highlands
Parkway, Suite 201
Las Vegas, Nevada 89141
(702) 382-2210
(702) 382-9242 (fax)
elyse@probatelawlv.com
Attorney for the Guardian of the
Estate and Successor Trustee of
the Ward's Living Trust,
ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

**SIXTH ACCOUNT AND REPORT OF GUARDIAN AND PETITION FOR PAYMENT OF
FEES**

Date of Hearing: 01/29/14
Time of Hearing: 9:00 a.m.

ROBERT L. ANSARA, Guardian of the estate of the above-named
adult ward, now presents to this Honorable Court his Sixth Account
and Report of Guardian, along with a verified Petition for Payment
of Fees, and alleges as follows:

1. **SUMMARY OF ACCOUNT.** Petitioner alleges that he should be
charged and credited for this accounting period which covers the
time frame January 1, 2013 through December 31, 2013, in the manner
outlined on Exhibit "1" which is attached hereto.

2. Petitioner was appointed to act as Guardian of the estate
of the adult ward due to the ward's inability to manage her own
financial affairs. At this time, Petitioner reports that the
ward's condition remains unchanged and, for that reason, the
necessity to continue this guardianship proceeding exists.

3. Petitioner has rendered services in connection with this guardianship proceeding including, but not limited to, managing all of the adult ward's assets, ensuring that the expenses associated with the ward's care and maintenance have been fully satisfied on a timely basis. Petitioner reports that the ward is without sufficient funds to satisfy these fees and, therefore, Petitioner is not seeking payment for the same at this time.

4. Petitioner would request authority to continue to pay himself the sum of \$200.00, on a monthly basis, against which he will bill hourly. Should Petitioner's fees exceed that \$200.00 amount, he will seek reimbursement for the balance due when he files his annual account and report. Should Petitioner's fees be less than the \$200.00 requested amount, Petitioner will apply the credit to the following month. Petitioner understands that the foregoing advancements are subject to approval by the court at the time of the next accounting.

5. The law firm of Trent, Tyrell & Associates has rendered services in connection with this guardianship matter including, but not limited to, preparing and filing the instant account and report, along with other documentation relative hereto, all of which are outlined on Exhibit "2". Therefore, Petitioner alleges that the sum of \$21,535.94 is a reasonable fee to compensate said law firm for these services. Therefore, Petitioner would request that, when funds become available, authority to pay said law firm the sum of \$21,535.94 as and for its fees and costs in connection with this guardianship matter.

WHEREFORE, Petitioner prays as follows:

1 1. That the foregoing Sixth Account and Report be settled,
2 allowed and approved, and all actions taken by the Petitioner as
3 set forth herein be ratified and approved.

4 2. That this Honorable Court authorize and direct Petitioner
5 to pay the fees and costs as outlined above.

6 3. For such other and further relief as the Court may deem
7 just and proper in the premises.


ROBERT L. ANSARA

10 STATE OF NEVADA)
11 : ss.
12 COUNTY OF CLARK)

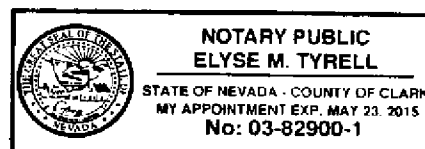
12 ROBERT L. ANSARA, being first duly sworn, deposes and says:

13 That he is the Guardian of the estate of the above-named ward;
14 that he has read the foregoing petition and knows the contents
15 thereof; that the same is true of his own knowledge except as to
16 those matters therein contained upon information and belief, and as
17 to those matters, he believes them to be true.


ROBERT L. ANSARA

19 SUBSCRIBED and SWORN to before me
20 this 8 day of January, 2014.

21 
22 NOTARY PUBLIC in and for said
23 County and State



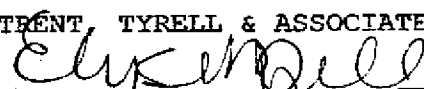
24 TRENT, TYRELL & ASSOCIATES
25 
26 ELYSE M. TYRELL, ESQ.
27 11920 Southern Highlands
28 Parkway, Suite 201
 Las Vegas, Nevada 89141
 Attorney for the Guardian

EXHIBIT "1"

ECHEVARRIA ANNUAL ACCOUNTING
1/01/13 THRU 12/31/13

Nevada State Bank - Checking #2257	
BEGINNING BALANCE (12/31/12)	\$3,822.25

INCOME

Rental Income	\$53,400.00
Account Transfers	\$9,100.00
CA Tax Refunds & Overpayments	\$1,454.78

Total Income	\$63,954.78
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EXPENSES

Home Expenses (Repairs, HOA, Maintenance)	\$6,342.83
Utilities	\$11,203.70
Auto Expenses	\$3,309.18
Medical Expenses	\$3,600.00
Tax Payments	\$26,604.00
Professional Fees	\$8,209.00
Postage	\$46.00

MISC EXPENSES

Misc account transfers (savings)	\$6,000.00
Misc annual shopping club memberships	\$100.00
Distribution to Angel Echevarria	\$2,260.00
Nevada State Bank Maintenance fee	\$7.50

Total Expenses	\$67,682.21
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NSB CHECKING #2257 ENDING BALANCE (12/31/13)	\$94.82
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Nevada State Bank - Savings #2318	
BEGINNING BALANCE (12/31/12)	\$4,801.92

INCOME

Bank Interest	\$0.86
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TRANSFERS TO CHECKING ACCT

Transfers	\$9,100.00
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NSB SAVINGS #2318 ENDING BALANCE (12/31/13)	\$1,702.78
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ECHEVARRIA GUARDIANSHIP

ANNUAL ACCOUNTING 1/1/13 THRU 12/31/13

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	TAXES	PRIO FEES	POSTAGE	BAL
		MUTUAL OF OMAHA										
		BALANCE FORWARD 12/31/12										\$3,822.25
Deposit	01/07/13	Cassidy Turley Management	\$8,500.00									
242	01/07/13	US Treasury							\$475.00			
243	01/07/13	State Of California Franchise Tax							\$2,500.00			
244	01/07/13	US Treasury							\$10,550.00			
Deposit	01/07/13	From Savings to cover tax payments	\$3,500.00									
245	01/08/13	Allstate Auto Insurance				\$482.95						
246	01/08/13	Angel Echevarria					\$300.00	\$240.00				
247	01/09/13	So. Nevada Pest Control		\$68.00								
248	01/09/13	Southwest Gas			\$128.39							
249	01/09/13	Sprint			\$187.53							
250	01/09/13	City of Henderson			\$87.26							
251	01/10/13	Anthem Country Club - HOA		\$499.50								
252	01/22/13	Rick Hoeg Pool Service - February		\$110.00								
253	02/01/13	Bermuda Landscape		\$125.00								
254	02/02/13	Rick Hoeg - Repairs Tub		\$110.00								
255	02/07/13	US Treasury										
Deposit	02/08/13	Cassidy Turley Management	\$8,500.00							\$475.00		
256	02/08/13	Angel Echevarria		\$65.00			\$300.00	\$240.00				
257	02/08/13	Allstate Auto Insurance				\$290.29						
258	02/01/13	City of Henderson			\$78.71							
259	02/08/13	Southwest Gas			\$128.74							
260	02/08/13	NV Energy			\$332.75							
261		VOID										
262	02/08/13	CenturyLink			\$141.47							
263	02/08/12	So. Nevada Pest Control		\$34.00								
264	02/08/13	Republic Services			\$42.15							
265	02/08/13	Sprint			\$194.62							
266	02/21/13	Bermuda Landscape		\$125.00								

ECHEVARRIA GUARDIANSHIP

ANNUAL ACCOUNTING 1/1/13 THRU 12/31/13

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	TAXES	PRO FEES	POSTAGE	BAL
267	02/26/13	repair		\$185.00								
268	02/16/13	PEA Fees - January through March								\$1,200.00		
269	02/27/13	Sprint		\$187.33								
270	03/04/13	US Treasury 2009 1040							\$475.00			
271	03/06/13	Angel Echevarria						\$300.00	\$240.00			
272	03/04/13	So. Nevada Pest Control		\$34.00								
273	03/06/13	Allstate Auto Insurance				\$290.28						
274	03/06/13	NV Energy			\$282.90							
275	03/06/13	Cox			\$309.34							
DEP	03/07/13	Cassidy Turley Management	\$8,100.00									
276	03/15/13	Rick Hoeg - Dishwasher & Pick-up		\$155.00								
277	03/15/13	Rick Hoeg - Final Dishwasher Install		\$150.00								
278	03/22/12	Anthem Country Club - HOA		\$499.50								
279	03/16/13	Bermuda Landscape		\$125.00								
280	03/26/13	Cardmember Service Postage									\$46.00	
281	03/26/12	CA Franchise Tax Board - 2012 4th Qtr							\$1,480.00			
282	03/27/12	Rick Hoeg - Home Repairs		\$215.00								
283	03/28/13	Southwest Gas			\$105.90							
284	03/28/13	So. Nevada Pest Control		\$34.00								
285	03/23/13	Allstate Auto Insurance				\$290.28						
286	03/08/13	Rakeman Plumbing		\$118.00								
287	03/28/13	City of Henderson			\$96.91							
288	03/28/13	Sprint			\$187.33							
289	04/15/13	CA Franchise Tax Board - 2012 #3582 taxes							\$1,283.00			
290	03/15/13	US Treasury - 2009 1040							\$5,091.00			
DEP	04/08/13	Cassidy Turley Management	\$8,100.00									
291	04/05/13	US Treasury 2009							\$475.00			
292	04/08/13	Angel Echevarria					\$300.00	\$240.00				

ECHEVARRIA GUARDIANSHIP

ANNUAL ACCOUNTING 1/1/13 THRU 12/31/13

CK#	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	TAXES	PRO FEES	POSTAGE	BAL
293	04/08/13	Southwest Gas			\$41.25							
294	04/08/13	City of Henderson			\$146.94							
295	04/08/13	NV Energy			\$251.07							
296	04/08/13	Cox			\$146.58							
297	04/15/13	PEA Fees - Admin Fees Apr/May								\$800.00		
298	04/15/13	Gamerda King (Partial)								\$1,539.00		
299		VOID										
300	04/15/13	CA Franchise Tax Board - 2013 Form 540								\$4,670.00		
DEP	04/15/13	Online Transfer	\$600.00									
301	04/22/13	Allstate Auto Insurance				\$290.28						
302	04/22/13	NV Energy			\$234.17							
303	04/25/13	Bermuda Landscape		\$125.00								
DEP	05/06/13	CA tax refund	\$171.78									
DEP	05/09/13	Casidy Turley Management	\$8,100.00									
304	05/09/13	Rick Hoeg		\$110.00								
305	05/09/13	Angel Eschevarria					\$300.00	\$240.00				
306	05/09/13	Republic Services			\$42.42							
307	05/09/13	Sprint			\$187.25							
308	05/09/13	US Treasury							\$475.00			
309	05/10/13	Rick Hoeg - Pool chem & repair		\$135.00								
310	05/10/13	So. Nevada Pest Control		\$34.00								
311		VOID										
312	05/10/13	Southwest Gas			\$27.64							
313	05/10/13	City of Henderson			\$134.15							
314	05/10/13	Costco						\$55.00				
DEP	05/10/12	Refund overpayment CA Franchise Tax	\$1,283.00									
315	05/20/13	Cox			\$146.00							
316	05/14/13	Bermuda Landscape		\$125.00								

ECHEVARRIA GUARDIANSHIP

ANNUAL ACCOUNTING 1/1/13 THRU 12/31/13

CK #	DATE	DESCRIPTION	INCOME	HOME	UTL	AUTO	MED	MISC	TAXES	PRO FEES	POSTAGE	BAL
317	05/23/12	Rick Hoeg - Pool Repair		\$70.00								
318	05/24/13	NV Energy			\$263.71							
319	05/24/13	Sam's Club						\$45.00				
320	05/24/13	Allstate Auto Insurance				\$290.28						
321	05/28/12	Rick Hoeg - Pool		\$120.00								
322	05/30/13	Sprint			\$192.33							
323	06/03/13	Transfer to Savings						\$3,000.00				
324	06/04/13	US Treasury 2009							\$475.00			
325	06/10/13	Angel Echevarria					\$300.00	\$240.00				
DEP	06/10/13	Cassidy Turley Management	\$8,100.00									
326	06/11/13	Transfer to savings						\$3,000.00				
327	06/11/13	City of Henderson			\$182.92							
328	06/11/13	Cox			\$146.00							
329	06/11/13	Southwest Gas			\$25.69							
330	06/11/13	So. Nevada Pest Control		\$34.00								
331	06/18/13	Rick Hoeg - Sprinkler Repair		\$155.00								
332	06/19/12	Anthem Country Club - HOA		\$499.50								
333	06/21/13	Bernuda Landscape		\$125.00								
334	06/25/13	Rick Hoeg		\$120.00								
335	07/01/13	Sprint			\$218.34							
336	07/08/13	US Treasury						\$475.00				
337	07/08/13	Southwest Gas			\$22.48							
338	07/08/13	So. Nevada Pest Control		\$35.00								
339	07/08/13	NV Energy			\$441.73							
340	07/08/13	City of Henderson			\$189.63							
341	07/08/13	Allstate Auto Insurance				\$127.77						
342	07/08/13	Cox			\$146.00							
343	07/09/13	Angel Echevarria					\$300.00	\$240.00				
344	07/09/13	Bernuda Landscape		\$125.00								
345	07/19/13	Rick Hoeg - Pool Svc. & Chemicals		\$265.00								

ECHEVARRIA GUARDIANSHIP

ANNUAL ACCOUNTING 1/1/13 THRU 12/31/13

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	TAXES	PRO FEES	POSTAGE	BAL
346	07/31/13	Sprint			\$218.22							
347	07/31/13	NV Energy			\$632.60							
348		Allstate				\$211.97						
349	07/31/13	Rick Hoeg - Pool & Tub repair		\$180.00								
350	08/08/13	Angel Echevarria - meds & misc.					\$300.00	\$240.00				
351	08/09/13	City of Henderson			\$437.92							
352	8/9/2012	Southwest Gas			\$18.82							
353	08/09/10	Cox			\$146.00							
354	08/12/13	Republic Services - 08/13 - 10/13			\$42.96							
355	08/12/13	US Treasury - 2009 1040						\$475.00				
356	08/20/13	Bermuda Land - Valve rep & Landscape		\$285.00								
357	08/22/13	NV Energy			\$554.79							
358	08/22/13	Allstate Auto Insurance				\$211.97						
DEP	08/23/13	Transfer from Savings	\$2,000.00									
359	08/16/13	Rick Hoeg - Pool Svc & Fan Repair		\$140.00								
360	08/30/13	Sprint			\$218.22							
361	08/30/13	US Treasury - 2009 1040						\$475.00				
362	08/30/12	Angel Echevarria					\$300.00	\$240.00				
363	09/10/13	So. Nevada Pest Control		\$36.00								
364	09/10/13	Southwest Gas			\$35.15							
365	09/10/13	Cox			\$146.00							
366	09/10/13	City of Henderson			\$405.09							
DEP	09/10/13	Transfer From Savings	\$2,000.00									
367	09/24/13	Bermuda Landscape		\$125.00								
368	10/03/13	Sprint			\$169.69							
369	10/03/13	Cox			\$146.00							
370	10/03/13	NV Energy			\$474.03							
371		VOID										
372	10/03/13	Allstate Car Insurance				\$211.97						
373	10/03/13	So. Nevada Pest Control		\$35.00								

ECHEVARRIA GUARDIANSHIP

ANNUAL ACCOUNTING 1/1/13 THRU 12/31/13

CK #	DATE	DESCRIPTION	INCOME	HOME	UTL	AUTO	MED	MISC	TAXES	PRO FEES	POSTAGE	BAL
DEP	10/03/13	Transfer From Savings	\$1,000.00									
374	10/03/13	US Treasury - 2009 1040							\$475.00			
DEP	10/07/13	Cassidy Turley Management	\$1,000.00									
375	10/09/13	Angel Echevarria					\$300.00					
376	10/11/13	City of Henderson			\$235.32							
377	10/11/13	Southwest Gas			\$17.50							
		Allstate				\$26.20						
378		VOID										
379	11/01/13	Sprint			\$69.87							
380	11/04/13	Angel Echevarria					\$300.00	\$100.00				
381	11/04/13	US Treasury - 2009 1040							\$475.00			
382	11/04/13	So. Nevada Pest Control		\$35.00								
383	11/04/13	NV Energy			\$281.51							
384	11/04/13	Allstate Insurance				\$211.97						
DEP	11/08/13	Cassidy Turley Management	\$2,000.00									
385	11/04/13	Cox			\$210.65							
386	11/25/13	Bermuda Landscape		\$125.00								
387	11/12/13	Republic Services			\$42.96							
388	11/25/13	NV Energy			\$150.85							
389	11/25/13	City of Henderson			\$182.11							
390	12/02/13	Southwest Gas			\$20.96							
391	12/02/13	DMV - Angel Vehicle Reg Renewal				\$161.00						
392	12/09/13	Southwest Gas			\$85.82							
393	12/09/12	Allstate - Vehicle Insurance				\$211.97						
394	12/09/13	City of Henderson			\$184.62							
395	12/09/13	US Treasury - 2009 1040							\$475.00			
396	12/09/13	Bermuda Landscape		\$85.00								
DEP	12/10/13	Cassidy Turley Management	\$1,000.00									
397	12/11/13	Sprint			\$219.87							
398	12/11/13	Angel Echevarria					\$300.00					

ECHEVARRIA GUARDIANSHIP

ANNUAL ACCOUNTING 1/1/13 THRU 12/31/13

Ck #	DATE	DESCRIPTION	INCOME	HOMI	UTIL.	AUTO	MED	MISC	TAXES	PRO FEES	POSTAGE	BAL
399	12/23/13	Cox			\$146.00							
400	12/24/13	Rick Hoeg - Pool		\$120.00								
401	12/27/13	Rick Hoeg - Disposer Replac & Toilet		\$175.00								
402	12/30/13	Bernuda Landscape		\$85.00								
403		VOID										
404	12/31/13	Sprint - Angel's Cellphone			\$219.87							
W/D	12/31/13	Nevada State Bank Sys. Charge						\$7.50				
		TOTALS	\$63,954.78	\$4,342.83	\$11,203.70	\$3,309.18	\$1,408.80	\$8,357.50	\$26,684.00	\$8,209.06	\$46.80	\$74.82

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EXHIBIT "2"

Trent, Tyrell & Associates
Attorneys at Law
11920 Southern Highlands Parkway, Suite 201
Las Vegas, NV 89141

(702) 382-2210

(702) 382-9242 (fax)

Jean Echevarria
c/o Professional Estate Administrators
Robert L. Ansara
P.O. Box 30785
Las Vegas, NV 89173-0785

Matter: Jean Echevarria
Statement Date: 1/8/2014
Amount Due: \$21,535.94

Fees					
Date	Billor	Description	Code	Hours	Amount
12/8/2004	EMT	Court appearance; discuss file w/counsel and family		1.00	\$350.00
12/11/2004	EMT	Review information and documentation		2.00	\$700.00
12/12/2004	EMT	Review information and documentation		2.00	\$700.00
12/13/2004	EMT	p/c w/Elizabeth Brickfield, Esq.		0.10	\$35.00
12/14/2004	EMT	p/c w/David Houston, Esq. (2); fax to Kim Boyer, Esq.; fax to Elizabeth Brickfield, Esq.; p/c w/Kim Boyer, Esq.		1.10	\$385.00
12/15/2004	EMT	p/c w/Elizabeth Brickfield, Esq.; review fax from Elizabeth Brickfield, Esq.; fax to Elizabeth Brickfield, Esq.		0.25	\$87.50
12/18/2004	EMT	Review information and documentation		0.45	\$157.50
12/20/2004	EMT	Review fax from Michael Echevarria		0.10	\$35.00
12/21/2004	EMT	p/c w/Michael Echevarria; p/c w/Elizabeth Brickfield, Esq.; left message for Darius Baghai, Esq. (no charge)		0.40	\$140.00
12/22/2004	EMT	Review fax from Michael Echevarria; fax to Elizabeth Brickfield, Esq.; p/c w/Darius Baghai, Esq.		0.45	\$157.50
12/23/2004	EMT	Letter to counsel		0.70	\$245.00
12/27/2004	EMT	Review Supplement to Opposition filed by Elizabeth Brickfield		0.10	\$35.00
1/3/2005	EMT	p/c w/Michael; p/c w/Elizabeth Brickfield		0.40	\$140.00
1/4/2005	CJ	p/c w/Michael; fax to Michael		0.60	\$84.00
1/4/2005	EMT	p/c w/Kim Boyer; p/c w/Elizabeth Brickfield		0.25	\$87.50
1/5/2005	EMT	Court appearance		2.00	\$700.00
1/5/2005	LLR	Faxes to Elizabeth Brickfield and Kim Boyer		0.50	\$87.50
1/6/2005	EMT	Faxes to Kim Boyer and Elizabeth Brickfield		0.50	\$175.00
1/7/2005	EMT	p/c w/ Kim Boyer; p/c w/Elizabeth Brickfield		0.40	\$140.00
1/10/2005	EMT	Review fax from Elizabeth Brickfield to the Guardianship Commissioner		0.20	\$70.00
1/19/2005	EMT	Review letter		0.10	\$35.00
1/31/2005	EMT	Fax to Elizabeth Brickfield and Kim Boyer		0.50	\$175.00
2/1/2005	CJ	p/c w/Michael Echevarria		0.25	\$35.00
2/7/2005	CJ	Fax to Elizabeth Brickfield and Kim Boyer		0.50	\$70.00
2/10/2005	EMT	Review Notice of Withdrawal filed by Kim Boyer		0.20	\$70.00
2/11/2005	CJ	Fax to Elizabeth Brickfield and Kim Boyer; draft additional faxes to Ms. Brickfield and Ms. Boyer;		0.60	\$84.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
		(Continued...) fax to Michael Echevarria			
2/15/2005	CJ	Letter to Michael Echevarria		0.40	\$56.00
2/15/2005	EMT	Review and approve letter		0.20	\$70.00
3/18/2005	LLR	Review file; research; discussion w/Elyse Tyrell (no charge for Ms. Tyrell's time); draft Petition for Payment of Fees; draft setting pleadings		2.50	\$437.50
3/18/2005	EMT	Review and approve draft of petition; approve setting pleadings		0.50	\$175.00
3/30/2005	EMT	Review petition to borrow funds		0.10	\$35.00
4/7/2005	LLR	Fax to Elizabeth Brickfield		0.25	\$43.75
4/7/2005	EMT	Review and sign fax		0.10	\$35.00
4/15/2005	EMT	Review fax from Cary Payne		0.10	\$35.00
4/20/2005	EMT	Left message for Elizabeth Brickfield (no charge)			\$0.00
4/21/2005	LLR	Fax to Elizabeth Brickfield		0.25	\$43.75
4/21/2005	EMT	Discuss file w/Elizabeth Brickfield; review and sign fax		0.20	\$70.00
4/24/2005	EMT	Review fax from Cary; fax to client; left message for Sharon Jaster (no charge)		0.40	\$140.00
4/26/2005	EMT	p/c w/Cary Payne		0.10	\$35.00
4/26/2005	EMT	p/c w/Cary Payne; review file		0.20	\$70.00
4/27/2005	CJ	Discuss file w/EMT; revised fax to Cary Payne		0.45	\$63.00
5/3/2005	EMT	p/c w/Meridith; p/c w/Cary Payne		0.20	\$70.00
5/3/2005	EMT	Review fax from Cary Payne		0.10	\$35.00
5/4/2005	EMT	Court appearance		0.50	\$175.00
5/5/2005	EMT	Review package from Elizabeth Brickfield; p/c w/Sharon Jaster; left message for Sharon (no charge)		0.50	\$175.00
5/9/2005	EMT	p/c w/Michael; review email from Michael		0.45	\$157.50
5/9/2005	EMT	p/c w/Sharon; review bank statement; p/c w/Elizabeth		0.75	\$262.50
5/11/2005	EMT	Review fax from Elizabeth; meeting w/Commissioner		1.50	\$525.00
5/12/2005	EMT	Review new statements		0.50	\$175.00
5/16/2005	EMT	p/c w/Sharon Jaster		0.10	\$35.00
5/17/2005	EMT	Left message for Elizabeth (no charge); read and respond to email from Michael		0.10	\$35.00
5/18/2005	EMT	Read and respond to email from Elizabeth		0.10	\$35.00
5/20/2005	CJ	p/c w/Angel		0.10	\$14.00
5/23/2005	EMT	Read and respond to email from Michael		0.10	\$35.00
5/31/2005	EMT	Review letter from Elizabeth; p/c w/Angel		0.25	\$87.50
6/1/2005	EMT	Review fax from Cary; left message from Cary (no charge); p/c w/Cary		0.40	\$140.00
6/3/2005	EMT	Left message from Sharon (no charge)			\$0.00
6/6/2005	EMT	p/c w/Sharon		0.10	\$35.00
6/8/2005	EMT	Discussed file w/Elizabeth		0.10	\$35.00
6/9/2005	EMT	Left message for Sharon (no charge)			\$0.00
6/16/2005	EMT	Left message for Cary (no charge)			\$0.00
6/17/2005	EMT	p/c w/Cary		0.10	\$35.00
6/21/2005	EMT	p/c w/Richardo		0.10	\$35.00
6/22/2005	EMT	Court appearance		1.00	\$350.00
6/23/2005	EMT	Review fax from Elizabeth; p/c w/Marc		0.20	\$70.00
7/12/2005	EMT	Review Tennessee attorney's correspondence		0.10	\$35.00
7/13/2005	EMT	p/c w/Mark's office		0.10	\$35.00
7/27/2005	EMT	p/c w/Cary		0.10	\$35.00
8/1/2005	EMT	p/c w/Commissioner's office		0.10	\$35.00
8/5/2005	CJ	p/c w/Commissioner's office		0.20	\$28.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
8/9/2005	CJ	p/c w/Michael		0.20	\$28.00
8/11/2005	EMT	p/c w/Michael; p/c w/Commissioner's office		0.45	\$157.50
8/15/2005	EMT	Review neo; review letter from Elizabeth to Cary		0.10	\$35.00
8/17/2005	EMT	Review email letter and California complaint		0.40	\$140.00
8/23/2005	EMT	p/c w/Sharon Jaster		0.20	\$70.00
8/25/2005	EMT	Meeting w/Commissioner Norheim		1.00	\$350.00
8/28/2005	EMT	Review e-mail from Michael		0.10	\$35.00
9/2/2005	EMT	Review e-mail from Michael; respond		0.20	\$70.00
9/12/2005	EMT	Review Notice of Taking Deposition		0.10	\$35.00
9/22/2005	EMT	Review Amended Notice of Taking Deposition		0.10	\$35.00
9/23/2005	LLR	Discussion w/Elyse Tyrell (no charge for Ms. Tyrell's time); organize file into euro file; fax to Elizabeth Brickfield		1.00	\$175.00
9/23/2005	EMT	Review fax		0.10	\$35.00
9/26/2005	EMT	Read and respond to email from Michael		0.10	\$35.00
9/29/2005	EMT	Review court minutes; fax to Cary; fax to Elizabeth		0.20	\$70.00
10/6/2005	CJ	Fax to Elizabeth		0.25	\$35.00
10/7/2005	EMT	Review and sign fax		0.10	\$35.00
10/18/2005	CJ	Fax to Elizabeth		0.25	\$35.00
10/19/2005	EMT	Message from Elizabeth (no charge)			\$0.00
10/20/2005	LLR	p/c w/Elizabeth's office; p/c w/Elizabeth		0.45	\$78.75
10/25/2005	EMT	p/c w/Cary; review objection; review second amended notice		0.20	\$70.00
11/4/2005	CJ	Discuss file w/Elyse M. Tyrell, Esq.; fax to accountant		0.40	\$56.00
11/4/2005	EMT	Court appearance; p/c w/Mark; review fax to Mark		0.25	\$87.50
11/5/2005	CJ	p/c w/Elizabeth Brickfield; p/c w/Guardianship Office; fax to Guardianship Office		0.45	\$63.00
11/9/2005	EMT	p/c w/Mark's office		0.10	\$35.00
11/16/2005	CJ	Fax to Mark Asheghian		0.25	\$35.00
11/16/2005	EMT	Review fax to Mark		0.10	\$35.00
1/5/2006	LLR	p/c w/Nicole		0.20	\$35.00
6/14/2007	EMT	p/c w/Cary Payne		0.10	\$35.00
6/27/2007	EMT	Review pleadings; court appearance; p/c w/Angel; p/c w/Michael		1.40	\$490.00
6/29/2007	EMT	Meeting w/Michael; review fax from Elizabeth		1.10	\$385.00
7/3/2007	DVW	Review notice of hearing		0.10	\$14.00
7/5/2007	EMT	p/c w/ Michael; meeting w/Jean; review two e-mails; respond		0.75	\$262.50
7/17/2007	EMT	p/c w/Angel; meeting w/Angel and Elizabeth		1.45	\$507.50
7/18/2007	EMT	p/c w/Michael and Caroline		0.20	\$70.00
7/18/2007	EMT	p/c w/Michael & Caroline		0.20	\$70.00
7/24/2007	EMT	p/c w/Cary Payne; p/c w/Angel's step-mother; prepare for court		1.75	\$612.50
7/25/2007	EMT	Court appearance		1.00	\$350.00
8/21/2007	EMT	p/c w/Elizabeth's office		0.20	\$70.00
8/22/2007	EMT	Review NEO		0.10	\$35.00
8/23/2007	EMT	Review documents provided by both parties; p/c w/Elizabeth; p/c w/Bob Ansara; p/c w/Cary Payne; p/c w/Margaret Spease; p/cw/Jimmy Perez.; p/c w/Maria Cabarillo; p/c w/Rick Orellano		6.50	\$2,275.00
8/28/2007	EMT	Review e-mail; respond; review Reply		0.25	\$87.50
9/4/2007	EMT	p/c w/Cary		0.10	\$35.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
9/5/2007	DVW	Discuss file w/counsel; draft petition		1.50	\$210.00
9/5/2007	EMT	Court appearance		1.00	\$350.00
9/6/2007	EMT	Review and revise petition		1.00	\$350.00
9/10/2007	DVW	Draft order		1.00	\$140.00
9/10/2007	EMT	Revise and sign order; p/c w/Elizabeth Brickfield; p/c w/Gary Vandever		1.20	\$420.00
9/11/2007	EMT	Review returned, signed petition		0.10	\$35.00
9/12/2007	EMT	Review fax; review e-mail; respond; revise order		0.50	\$175.00
9/20/2007	EMT	p/c w/Angel		0.25	\$87.50
9/21/2007	DVW	Draft all setting pleadings for temporary guardianship		1.50	\$210.00
9/21/2007	EMT	Review fax		0.20	\$70.00
9/24/2007	EMT	Review e-mail; respond		0.10	\$35.00
9/25/2007	EMT	p/c w/Charles katz		0.10	\$35.00
9/28/2007	EMT	Review fax from Carey Payne		0.10	\$35.00
10/1/2007	EMT	Review e-mail; respond		0.10	\$35.00
10/3/2007	DVW	Letter to Gary Vandever and Charles Katz		0.50	\$70.00
10/4/2007	EMT	E-mail letter to Vandever and Katz; review and sign letter; review and sign NEO		0.25	\$87.50
10/9/2007	DVW	p/c w/client		0.10	\$14.00
10/9/2007	EMT	p/c w/Angel		0.20	\$70.00
10/10/2007	EMT	Meeting w/Mr. Ansara		0.75	\$262.50
10/17/2007	EMT	File order; review e-mail		0.25	\$87.50
10/18/2007	EMT	Review e-mail; respond		0.25	\$87.50
10/22/2007	EMT	p/c w/Robert Ansara		0.50	\$175.00
10/23/2007	DVW	Review e-mail; review file; scan and e-mail documents to client; review e-mail from client's office; respond		0.50	\$70.00
10/23/2007	EMT	Review e-mails; respond		0.20	\$70.00
10/29/2007	EMT	p/c w/Robert Ansara		0.20	\$70.00
10/31/2007	EMT	Review e-mail; respond		0.10	\$35.00
11/5/2007	EMT	Review correspondence from California attorney; scan and e-mail to Mr. Ansara; review e-mail from Mr. Ansara; respond		0.40	\$140.00
11/6/2007	EMT	Read and respond to email from Bob		0.10	\$35.00
11/8/2007	EMT	Review e-mail; respond		0.10	\$35.00
11/9/2007	EMT	p/c w/Bob Ansara		0.40	\$140.00
11/16/2007	EMT	Review e-mail; respond		0.20	\$70.00
12/26/2007	EMT	Review e-mail from Mr. Ansara; review fax		0.20	\$70.00
1/7/2008	EMT	Review e-mail; respond		0.20	\$70.00
1/22/2008	EMT	Read and respond to emails from Vandever		0.10	\$35.00
1/29/2008	EMT	p/c w/Bob Ansara		0.20	\$70.00
2/5/2008	EMT	Review letter from Katz		0.10	\$35.00
2/6/2008	DVW	Draft petition to abandon appeal		1.00	\$140.00
2/8/2008	DVW	Draft all setting pleadings		1.00	\$140.00
2/8/2008	EMT	Review and sign setting pleadings		0.10	\$35.00
2/11/2008	EMT	Review e-mail; respond		0.20	\$70.00
2/12/2008	EMT	Read and respond to email from Bob		0.20	\$70.00
2/25/2008	DVW	Review e-mail; discussion w/Ms. Tyrell; respond		0.20	\$28.00
2/25/2008	EMT	p/c w/Meredith Stowe		0.20	\$70.00
2/27/2008	EMT	Court appearance		1.00	\$350.00
2/28/2008	EMT	Revise order; scan and e-mail		0.40	\$140.00
3/3/2008	EMT	Review e-mail; respond		0.20	\$70.00
3/4/2008	EMT	Read and respond to email form Gary		0.10	\$35.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
3/10/2008	EMT	p/c w/Cary Payne		0.20	\$70.00
3/11/2008	EMT	p/c w/Cary Payne		0.20	\$70.00
3/17/2008	LLR	Review fax from Cary Payne; copy order for submission w/copy of Mr. Payne's letter; instructions to runner		0.25	\$43.75
3/24/2008	EMT	p/c w/Norman		0.10	\$35.00
3/26/2008	DVW	Discuss file w/EMT; revise order		0.20	\$28.00
3/26/2008	EMT	Discussions w/Cary Payne; discuss file w/staff; review and revise order; scan and email order		0.25	\$87.50
4/2/2008	EMT	Read and respond to email from Bandever		0.10	\$35.00
4/17/2008	EMT	Review e-mail; respond		0.10	\$35.00
4/28/2008	DVW	Draft petition		1.00	\$140.00
4/28/2008	EMT	Work w/assistant on petition		0.40	\$140.00
4/30/2008	DVW	Draft all setting pleadings		1.00	\$140.00
4/30/2008	EMT	Review and sign pleadings		0.20	\$70.00
5/5/2008	EMT	p/c w/Guardianship Commissioner's office		0.20	\$70.00
5/7/2008	EMT	Review e-mail		0.10	\$35.00
5/8/2008	DVW	E-mail to Guardianship Commissioner's office; fax to Cary Payne		0.40	\$56.00
5/12/2008	DVW	Review e-mails; respond		0.40	\$56.00
5/13/2008	DVW	Review email from Sara; email to Sara		0.20	\$28.00
5/16/2008	EMT	Review objection		0.10	\$35.00
5/20/2008	EMT	Review e-mail; respond		0.20	\$70.00
5/27/2008	EMT	Review e-mails; respond		0.20	\$70.00
6/16/2008	DVW	E-mail to Bob Ansara		0.25	\$35.00
6/16/2008	EMT	Review petition; p/c w/Cary		0.20	\$70.00
6/17/2008	EMT	Review e-mail; respond		0.10	\$35.00
6/18/2008	DVW	Draft objection w/Ms. Tyrell; p/c w/Mr. Ansara		1.20	\$168.00
6/18/2008	EMT	Work on objection w/assistant; p/c w/Mr. Ansara		0.90	\$315.00
6/23/2008	DVW	E-mail to Mr. Ansara; review and print e-mail from Mr. Ansara; review faxes from Cary Payne (2); second e-mail to Mr. Ansara		0.75	\$105.00
6/24/2008	EMT	Review fax		0.25	\$87.50
6/26/2008	EMT	p/c w/Guardianship Commissioner's office; p/c w/Guardianship Commissioner		0.20	\$70.00
6/27/2008	DVW	Draft report and recommendation		1.00	\$140.00
7/1/2008	EMT	Finalize report and recommendation		0.25	\$87.50
7/7/2008	EMT	Review fax from Meredith to Cary		0.10	\$35.00
7/14/2008	EMT	Review faxes		0.10	\$35.00
7/17/2008	EMT	Review e-mails; respond		0.20	\$70.00
8/19/2008	EMT	Review report and recommendation		0.20	\$70.00
8/19/2008	JB	Draft NEO		0.10	\$5.00
8/26/2008	EMT	Read and respond to emails from Bob		0.20	\$70.00
9/3/2008	EMT	Review letter from Gary Vandever; p/c w/Norman; p/c w/Cary; scan and email to Carey		0.25	\$87.50
9/5/2008	EMT	Scan and re-e-mail report and recommendation		0.20	\$70.00
9/12/2008	EMT	p/c w/Bob Ansara		0.20	\$70.00
10/6/2008	EMT	p/c w/client		0.10	\$35.00
12/4/2008	EMT	Review e-mail		0.20	\$70.00
1/30/2009	EMT	p/c w/Bob Ansara		0.25	\$87.50
2/4/2009	EMT	Fees charged for first account and report			\$1,500.00
2/4/2009	EMT	Review, scan and e-mail accounting to client		0.20	\$70.00
2/19/2009	EMT	p/c w/Ms. Brickfield's assistant		0.20	\$70.00

Fees (continued)

Date	Biller	Description	Code	Hours	Amount
3/11/2009	DVW	Draft revised order		0.25	\$35.00
3/12/2009	DVW	Letter to Bob		0.25	\$35.00
3/18/2009	DVW	Letter to client		0.25	\$35.00
3/18/2009	EMT	Review and sign letter		0.10	\$35.00
3/26/2009	EMT	Review e-mails from client; respond		0.20	\$70.00
3/27/2009	DVW	Discuss file w/Ms. Trent; draft objection; e-file and process		1.00	\$140.00
3/27/2009	EMT	Review objection; revise		0.25	\$87.50
4/1/2009	DVW	Letter to client		0.25	\$35.00
4/2/2009	EMT	p/c w/client; review and sign letter to client; court appearance		1.00	\$350.00
4/6/2009	LLR	p/c w/Bob Ansara; e-mail to Ms. Tyrell		0.20	\$35.00
4/7/2009	LLR	Review e-mail; forward to client		0.25	\$43.75
4/13/2009	DVW	Letter to client		0.25	\$35.00
4/13/2009	EMT	Review and sign letter		0.10	\$35.00
4/16/2009	PAT	p/c w/client		0.20	\$70.00
7/20/2009	EMT	Discussion w/Guardian		0.20	\$70.00
8/11/2009	EMT	Review e-mail; respond		0.10	\$35.00
10/16/2009	EMT	Review e-mail; respond		0.20	\$70.00
2/1/2010	EMT	Review email from Bob Ansara; discuss w/staff		0.50	\$175.00
2/1/2010	EMT	Review e-mail from Bob; forward accounting information to assistant		0.10	\$35.00
2/2/2010	EMT	Discuss file w/staff; review accounting; review, revise and sign second account and report and all setting pleadings		1.00	\$350.00
2/2/2010	DVW	Discuss file w/EMT; draft petition and all setting pleadings		1.50	\$210.00
2/10/2010	DVW	E-mail to Bob Ansara		0.20	\$28.00
2/11/2010	EMT	Review e-mails from Sara and Bob; respond		0.20	\$70.00
2/16/2010	DVW	Review e-mail from Bob; review file; respond to e-mail		0.25	\$35.00
2/16/2010	EMT	Review and sign accounting and setting pleadings		0.20	\$70.00
3/2/2010	DVW	Review court calendar; scan and e-mail to Guardianship Commissioner		0.25	\$35.00
3/3/2010	EMT	p/c w/Meredith		0.20	\$70.00
3/8/2010	EMT	Review and sign amended order		0.20	\$70.00
3/22/2010	DVW	Scan and e-mail to Bob Ansara		0.25	\$35.00
3/22/2010	EMT	Review and sign NEO		0.10	\$35.00
3/31/2010	DVW	Letter to Bob Ansara		0.25	\$35.00
5/21/2010	EMT	p/c w/Bob Ansara		0.20	\$70.00
6/2/2010	EMT	review e-mail from Bob; respond		0.20	\$70.00
6/8/2010	EMT	p/c w/Bob		0.20	\$70.00
10/1/2010	EMT	Review e-mail; respond		0.20	\$70.00
12/1/2010	DVW	Review information and e-mail from Mr. Ansara's assistant; reply		0.40	\$56.00
12/7/2010	DVW	Review emails from Sara; review accounting; draft third account and report; scan and email to Bob and Sara		3.00	\$420.00
12/7/2010	EMT	Review email from DW to Bob		0.20	\$80.00
12/7/2010	DVW	Review e-mails; draft third account and report and petition to abandon real property; e-mail to client		3.00	\$420.00
12/10/2010	EMT	Review e-mail from Bob to assistant		0.10	\$40.00
12/13/2010	DVW	Draft all setting pleadings; discuss file w/EMT		2.00	\$280.00

Fees (continued)

Date	Biller	Description	Code	Hours	Amount
12/13/2010	EMT	Review, revise and sign all pleadings; discuss file w/DW; anticipated time for court appearance		2.00	\$800.00
1/24/2011	DVW	p/c w/Bob Ansara		0.20	\$28.00
5/18/2011	EMT	Review e-mails; respond		0.25	\$100.00
10/25/2011	EMT	Read and respond to email from Bob; review deed		0.20	\$80.00
10/27/2011	DVW	Email to Bob		0.25	\$35.00
10/27/2011	DVW	E-mail to Bob Ansara		0.10	\$14.00
11/2/2011	EMT	Fees charged for fourth account and report			\$1,500.00
11/4/2011	DVW	Print and review petition signed by client; e-mail to client		0.20	\$28.00
11/30/2011	EMT	Read and respond to email from Bob		0.10	\$40.00
1/18/2012	DVW	Review e-mail; respond		0.20	\$28.00
5/23/2012	DVW	p/c w/Bob Ansara; review e-mail from Bob Ansara; respond; draft petition		1.25	\$175.00
5/23/2012	EMT	Review and revise petition		0.25	\$100.00
7/30/2012	DVW	Review e-mail from Mr. Ansara's assistant; revise petition; scan and e-mail for signature		0.50	\$70.00
7/31/2012	EMT	Review and sign all pleadings		0.20	\$80.00
7/31/2012	DVW	Draft all setting pleadings		1.00	\$140.00
8/15/2012	DVW	Scan and e-mail to client		0.25	\$35.00
8/20/2012	DVW	Review e-mail from Mr. Ansara's assistant; discussion w/Ms. Tyrell; review file for Tennessee lien; e-mail to Mr. Ansara's assistant		0.25	\$35.00
8/22/2012	EMT	E-mail to Bob Ansara; review response; reply		0.10	\$40.00
10/22/2012	EMT	Review e-mails; respond		0.20	\$100.00
10/29/2012	EMT	Review e-mails from Bob and Kathy		0.20	\$100.00
11/8/2012	EMT	p/c w/Realtor		0.10	\$50.00
1/11/2013	EMT	Fees charged for fifth account and report			\$1,500.00
1/16/2013	EMT	Review e-mail from Bob to Mike w/update		0.10	\$50.00
2/14/2013	EMT	Read and respond to email from Bob		0.20	\$100.00
5/20/2013	EMT	Review e-mails from Bob Ansara; respond		0.20	\$100.00
6/13/2013	EMT	p/c w/Bob Ansara		0.20	\$100.00
6/17/2013	EMT	Review e-mail from Bob Ansara; forward to Elizabeth		0.20	\$100.00
7/15/2013	EMT	Review e-mailed update to Michael		0.10	\$50.00
10/28/2013	EMT	Review email from Bob Ansara; respond		0.20	\$100.00
10/31/2013	EMT	p/c w/Bob		0.25	\$125.00
11/14/2013	EMT	p/c w/Bob Ansara		0.20	\$100.00
11/19/2013	EMT	Read emails from Amy and Bob		0.20	\$100.00
11/20/2013	EMT	Phone conference w/Bob, Amy and Shawn		0.65	\$325.00
12/2/2013	EMT	Email to Bob; review reply; respond		0.25	\$125.00
12/6/2013	DVW	Review emails; draft report to court; draft notice; draft mailing; process		2.00	\$350.00
12/6/2013	EMT	Work w/assistant in drafting report to court; review, edit and sign		2.00	\$1,000.00
12/9/2013	DVW	Review email from Bob; draft errata; draft mailing; process		0.50	\$87.50
12/11/2013	EMT	p/c w/Mr. Shafer's assistant		0.25	\$125.00
12/17/2013	EMT	Review court calendar; draft order		0.50	\$250.00
12/17/2013	DVW	Review court calendar; draft order		0.50	\$87.50
12/18/2013	EMT	Court appearance		1.00	\$500.00
12/31/2013	EMT	Review emails between Elizabeth and Bob; p/c w/Bob		0.25	\$125.00
1/2/2014	EMT	Review emails from Elizabeth and Bob; respond		0.20	\$100.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
1/6/2014	EMT	p/c to Elizabeth		0.10	\$50.00
1/6/2014	EMT	Read and respond to email from Bob		0.20	\$100.00
1/7/2014	EMT	Read and respond to emails from Elizabeth; p/c w/PCO; email to Elizabeth		0.40	\$200.00
1/7/2014	DVW	Email to GCO		0.20	\$35.00
1/8/2014	EMT	Fees charged for Sixth Account and Report			\$1,750.00
SUBTOTAL:				122.55	\$41,308.75

Expenses

Date	Billor	Description	Code	Amount
1/6/2005	LLR	Copying costs to date		\$55.40
3/18/2005	LLR	Copying costs from 1/7/05 to date		\$49.80
3/18/2005	LLR	Postage costs		\$10.80
3/25/2005		Postage		\$2.40
4/8/2005		Postage		\$1.48
5/31/2005	LLR	Bounced check charges		\$25.00
9/23/2005	LLR	Euro file costs		\$18.50
11/1/2005		Postage		\$2.40
11/16/2005		Postage		\$1.48
1/19/2007		Postage		\$0.39
9/14/2007	EMT	Review signed order		\$0.10
9/21/2007	LLR	Runner costs		\$10.00
9/24/2007	DVW	Runner's service		\$10.00
9/24/2007	LLR	Runner costs		\$10.00
9/26/2007	DVW	Postage		\$59.40
9/26/2007	DVW	Runner's service		\$10.00
9/26/2007	LLR	Runner costs		\$10.00
9/26/2007	LLR	Runner costs		\$10.00
9/27/2007	LLR	Clark County Clerk		\$9.00
9/28/2007	DVW	Runner's service		\$10.00
9/28/2007	LLR	Runner costs		\$10.00
10/1/2007	DVW	Postage		\$4.10
10/4/2007	LLR	Runner costs		\$10.00
10/9/2007	DVW	Postage		\$6.38
10/18/2007	LLR	Runner costs		\$10.00
10/19/2007	LLR	Clark County Clerk		\$9.00
10/19/2007	LLR	Runner costs		\$10.00
10/22/2007	LLR	Postage costs		\$3.28
10/24/2007		Postage		\$0.58
2/11/2008	LLR	Runner costs		\$10.00
2/11/2008	LLR	Runner costs		\$10.00
2/13/2008	LLR	Runner costs		\$10.00
2/14/2008	LLR	Runner costs		\$10.00
2/15/2008	LLR	Postage costs		\$4.51
3/6/2008	LLR	Runner costs		\$10.00
3/17/2008	LLR	Runner costs		\$10.00
5/1/2008	LLR	Runner costs		\$10.00
5/2/2008	LLR	Runner costs		\$10.00
5/5/2008	LLR	Postage costs		\$4.10
5/5/2008	LLR	Runner costs		\$10.00
6/19/2008	LLR	Runner costs		\$10.00
6/20/2008	DVW	Postage		\$2.95
8/20/2008	LLR	Runner costs		\$10.00

Expenses (continued)

Date	Billor	Description	Code	Amount
8/26/2008	DVW	Postage		\$5.90
2/9/2009	LLR	Runner costs		\$10.00
2/9/2009	LLR	Runner costs		\$10.00
2/12/2009	LLR	Postage costs		\$16.80
2/12/2009	LLR	Runner costs		\$10.00
3/12/2009	LLR	Runner costs		\$10.00
3/13/2009	DVW	Postage		\$1.85
3/19/2009	LLR	Postage costs		\$0.42
3/20/2009	LLR	Runner costs		\$10.00
3/23/2009	LLR	Postage costs		\$5.90
3/27/2009	LLR	Wiznet filing costs		\$6.00
4/2/2009	LLR	Postage costs		\$2.10
4/6/2009	LLR	Postage costs		\$0.59
4/13/2009	DVW	Postage		\$0.59
2/17/2010	LLR	Runner costs		\$10.00
2/19/2010	DVW	Filing fee		\$12.72
2/23/2010	LLR	Electronic filing costs		\$6.36
2/26/2010	LLR	Postage costs		\$11.90
3/3/2010	LLR	Electronic filing costs		\$6.36
3/4/2010	LLR	Electronic filing costs		\$6.36
3/5/2010	LLR	Electronic filing costs		\$6.36
3/9/2010	LLR	Postage costs		\$4.40
3/10/2010	LLR	Runner costs		\$10.00
3/18/2010	LLR	Electronic filing costs		\$6.36
3/22/2010	LLR	Electronic filing costs		\$6.36
3/23/2010	LLR	Postage costs		\$6.10
4/6/2010	LLR	Postage costs		\$0.61
6/15/2010	LLR	Postage costs		\$0.88
10/4/2010	DVW	Clark County Clerk		\$20.00
10/6/2010	LLR	Runner costs		\$10.00
10/14/2010	LLR	Postage costs		\$0.61
12/13/2010	LLR	Electronic filing costs		\$7.42
12/14/2010	LLR	Electronic filing costs		\$3.71
12/17/2010	LLR	Postage costs		\$2.70
1/7/2011	LLR	Electronic filing costs		\$3.71
1/10/2011	LLR	Electronic filing costs		\$3.71
1/11/2011	DVW	Clark County Clerk		\$6.00
1/12/2011	DVW	Postage		\$6.10
1/12/2011	LLR	Runner costs		\$10.00
1/18/2011	DVW	Clark County Recorder		\$18.00
8/4/2011	LLR	Clark County Clerk		\$11.00
8/8/2011	LLR	Runner costs		\$10.00
8/15/2011	LLR	Postage costs		\$0.64
11/8/2011	LLR	Electronic filing costs		\$7.42
11/10/2011	LLR	Electronic filing costs		\$3.72
11/14/2011	LLR	postage costs		\$18.80
11/23/2011	LLR	Electronic filing costs		\$3.72
11/29/2011	DVW	E-filing costs		\$3.50
12/1/2011	DVW	Postage		\$4.40
12/20/2011	DVW	Runner's costs		\$10.00
7/31/2012	DVW	E-filing		\$7.44
8/1/2012	LLR	E-filing costs		\$3.72
8/1/2012	LLR	Mailing costs		\$6.50

Expenses (continued)

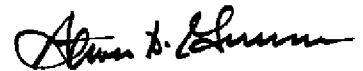
Date	Biller	Description	Code	Amount
8/1/2012	LLR	Runner costs		\$10.00
8/15/2012	LLR	Electronic filing costs		\$3.72
12/27/2012	DVW	Postage		\$0.45
1/14/2013	DVW	Postage		\$1.90
1/25/2013	DVW	POstage		\$15.00
1/25/2013	DVW	E-filing		\$7.44
1/28/2013	LLR	Runner costs		\$10.00
1/30/2013	DVW	Review petition; revise pleadings; revise NEO, print and process		\$0.50
2/6/2013	LLR	E-filing costs		\$3.72
2/7/2013	LLR	E-filing costs		\$3.72
2/7/2013	LLR	Postage costs		\$4.14
12/6/2013	LLR	E-filing costs		\$3.72
12/6/2013	LLR	Postage costs		\$13.68
12/9/2013	LLR	Postage costs		\$4.14
12/9/2013	LLR	E-filing costs		\$7.44
12/23/2013	DVW	Postage		\$0.46
SUBTOTAL:				\$948.82

Payments

Date	Description	Code	Amount
5/24/2005	Payment received		(\$2,000.00)
5/25/2005	Fees paid		(\$750.00)
6/2/2005	Angel Echevarria, re-deposit of bounced check		(\$2,000.00)
11/21/2005	Fees paid		(\$7,744.37)
11/21/2005	Costs paid		(\$167.26)
7/18/2007	Fee payment (Michael/Caroline M. York)		(\$2,000.00)
10/6/2008	Payment received		(\$500.00)
11/21/2008	Fee payment		(\$170.31)
11/21/2008	Cost payment		(\$329.69)
4/9/2010	Fee payment		(\$4,821.86)
4/9/2010	Cost payment		(\$178.14)
11/19/2012	Fee payment		(\$60.00)
SUBTOTAL:			\$20,721.63

Bill Summary

Previous Balance	\$0.00
Current Fees	\$41,308.75
Current Expenses	\$948.82
Current Other:	\$0.00
Current Payments	(\$20,721.63)
Total Amount Due	\$21,535.94



CLERK OF THE COURT

NOTC

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
11920 So. Southern Highlands
Parkway, Suite 201
Las Vegas, Nevada 89141
(702) 382-2210
(702) 382-9242 (fax)
elyse@probatelawlv.com
Attorney for the Guardian,
ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E
)

**NOTICE OF HEARING OF SIXTH ACCOUNT AND REPORT OF GUARDIAN AND
PETITION FOR PAYMENT OF FEES**

Date of Hearing: 01/29/14
Time of Hearing: 9:00 a.m.

NOTICE IS HEREBY GIVEN to all persons interested in the guardianship of the person and estate of the above-named adult ward, that Wednesday, the 29th day of January, 2014, at the hour of 9:00 a.m., in the Family Court and Service Center in Department E which is located at 601 N. Pecos, Las Vegas, Nevada, 89101, is hereby set as the time and place by the court for the hearing on the **Sixth Account and Report of Guardian and Petition for Payment of Fees**, filed by ROBERT L. ANSARA, at which time all persons interested in said matter are notified then and there to appear and show cause, if any they have, why said petition should not be granted.

Reference is hereby made to said petition, on file herein, for further particulars.

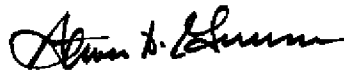
1 YOU DO NOT NEED TO APPEAR UNLESS YOU WISH TO FILE AN
2 OBJECTION.

3 DATED this 10th day of January, 2014.

4 TRENT, TYRELL & ASSOCIATES

5 

6 _____
7 ELYSE M. TYRELL, ESQ.
8 11920 Southern Highlands
9 Parkway, Suite 201
10 Las Vegas, Nevada 89141
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CLERK OF THE COURT

1 **OAG**
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 11920 So. Southern Highlands
6 Parkway, Suite 201
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian,
12 ROBERT L. ANSARA

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 In the Matter of the Guardianship) CASE NO. G 27262
11 of the person and estate of) Family Court
12 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

13 **ORDER**

14 Date of Hearing: 01/02/14
15 Time of Hearing: 9:00 a.m.

16 This matter having come on regularly for hearing on this date
17 before the above-entitled court on the 2nd day of January, 2014,
18 upon the Report to Court Regarding Sale of Ward's Trust Asset filed
19 by ROBERT L. ANSARA, Guardian of the Estate and Successor Trustee
20 of the Ward's Living Trust; the court having considered the same
21 and having found that all allegations contained therein are true
22 and correct, and good cause appearing therefor,

23 NOW, THEREFORE, IT IS HEREBY ORDERED that ROBERT L. ANSARA's
24 actions in selling the ward's interest in and to the real property
25 located at 333-335 Hatch Drive, Foster City, California, 94404, are
26 hereby approved and ratified by this court; and it is

27 FURTHER ORDERED that ROBERT L. ANSARA is authorized and
28 directed to sell the ward's partnership interest, which is part of

1 her trust, in and to the real property located at 333-353 Hatch
2 Drive, Foster City, California, 94404.

3 DATED this 9 day of January, 2014.

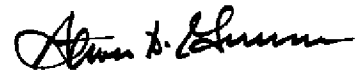


6 DISTRICT COURT JUDGE

8 TRENT, TYRELL & ASSOCIATES



11 ELYSE M. TYRELL, ESQ.
11920 Southern Highlands
Parkway, Suite 201
Las Vegas, Nevada 89141



CLERK OF THE COURT

1 **NEO**
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 11920 Southern Highlands
6 Parkway, Suite 201
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

9 In the Matter of the Guardianship) CASE NO. G 27262
10 of the person and estate of) Family Court
11 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

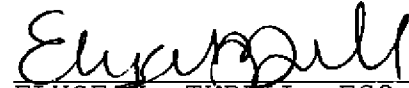
NOTICE OF ENTRY OF ORDER

13 TO: ALL PERSONS INTERESTED IN THE ABOVE-REFERENCED GUARDIANSHIP:

14 YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that an Order,
15 was entered by the court on the 13th day of January, 2014.

16 DATED this 13th day of January, 2014.

17 TRENT, TYRELL & ASSOCIATES



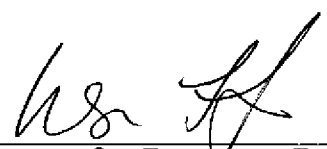
18 ELYSE M. TYRELL, ESQ.
19 11920 Southern Highlands
20 Parkway, Suite 201
21 Las Vegas, Nevada 89141

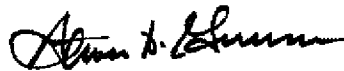
CERTIFICATE OF MAILING

22 I, the undersigned, an employee of the law firm of Trent,
23 Tyrell & Associates do hereby declare that on the 13th day of
24 January, 2014, I placed in an envelope, postage pre-paid, first
25 class mail thereon, a copy of the foregoing Notice of Entry of
26 Order, to which a copy of the Order was attached, to-wit:

1 Robert L. Ansara
P.O. Box 30785
2 Las Vegas, NV 89173
3 Angel Echevarria
Anthony Echevarria
4 12 Desert Highlands Drive
Henderson, NV 89052
5 Michael Echevarria
120 Pana Drive
6 Hendersonville, TN 37075
7 Robert Echevarria
P.O. Box 5496
8 Mohave Valley, AZ 86446
9 Michael T. Echevarria
Tersa Echevarria
10 c/o Paula Cunningham
P.O. Box 341
11 La Canada, CA 91012
12 Ana Echevarria
Amanda Echevarria
13 c/o Angel Echevarria
12 Desert Highlands Drive
14 Henderson, NV 89052
15 Elizabeth Brickfield, Esq.
300 S. Fourth Street #1700
16 Las Vegas, NV 89101
17 Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
18 Beverly Hills, CA 90212
19 Gary Vandever
20 501 Park Avenue, Suite B
Lebanon, TN 37087

21 There is a regular communication by mail between the Post
22 Office at Las Vegas, Nevada and the addresses to which the above-
23 referenced documentation was mailed.

24 
25
26 Employee of Trent, Tyrell &
Associates
27
28



CLERK OF THE COURT

1 **OAG**
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 11920 So. Southern Highlands
6 Parkway, Suite 201
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian,
12 ROBERT L. ANSARA

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 In the Matter of the Guardianship) CASE NO. G 27262
11 of the person and estate of) Family Court
12 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

13 **ORDER**

14 Date of Hearing: 01/02/14
15 Time of Hearing: 9:00 a.m.

16 This matter having come on regularly for hearing on this date
17 before the above-entitled court on the 2nd day of January, 2014,
18 upon the Report to Court Regarding Sale of Ward's Trust Asset filed
19 by ROBERT L. ANSARA, Guardian of the Estate and Successor Trustee
20 of the Ward's Living Trust; the court having considered the same
21 and having found that all allegations contained therein are true
22 and correct, and good cause appearing therefor,

23 NOW, THEREFORE, IT IS HEREBY ORDERED that ROBERT L. ANSARA's
24 actions in selling the ward's interest in and to the real property
25 located at 333-335 Hatch Drive, Foster City, California, 94404, are
26 hereby approved and ratified by this court; and it is

27 FURTHER ORDERED that ROBERT L. ANSARA is authorized and
28 directed to sell the ward's partnership interest, which is part of

1 her trust, in and to the real property located at 333-353 Hatch
2 Drive, Foster City, California, 94404.

3 DATED this 9 day of January, 2014.

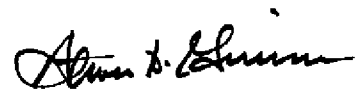


6 DISTRICT COURT JUDGE

8 TRENT, TYRELL & ASSOCIATES



11 ELYSE M. TYRELL, ESQ.
12 11920 Southern Highlands
Parkway, Suite 201
Las Vegas, Nevada 89141



CLERK OF THE COURT

AFFOM

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
11920 So. Southern Highlands
Parkway, Suite 201
Las Vegas, Nevada 89141
(702) 382-2210
(702) 382-9242 (fax)
elyse@probatelawlv.com
Attorney for the Guardian,
ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H

AFFIDAVIT OF MAILING

Date of Hearing: 01/29/14
Time of Hearing: 9:00 a.m.

STATE OF NEVADA)
: ss:
COUNTY OF CLARK)

DONNALYN WASANO, being first duly sworn according to law,
deposes and says:

On the 13th day of January, 2014, I personally placed in
envelopes, postage fully prepaid, first class postage thereon,
copies of the Sixth Account and Report of Guardian and Petition for
Payment of Fees, along with a copy of the Notice of
Hearing, addressed to the persons whose names and addresses are set
forth below, and deposited the same in the Post Office at Las
Vegas, Nevada, to-wit:

Robert L. Ansara
P.O. Box 30785
Las Vegas, NV 89173

1 Angel Echevarria
Anthony Echevarria
2 12 Desert Highlands Drive
Henderson, NV 89052

3 Michael Echevarria
4 120 Pana Drive
Hendersonville, TN 37075

5 Robert Echevarria
6 P.O. Box 5496
Mohave Valley, AZ 86446

7 Michael T. Echevarria
8 Tersa Echevarria
c/o Paula Cunningham
9 P.O. Box 341
La Canada, CA 91012

10 Ana Echevarria
11 Amanda Echevarria
c/o Angel Echevarria
12 12 Desert Highlands Drive
Henderson, NV 89052

13 Elizabeth Brickfield, Esq.
14 300 S. Fourth Street #1700
Las Vegas, NV 89101

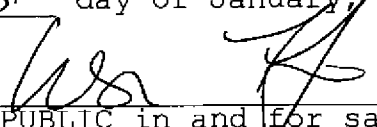
15 Darius A. Baghai, Esq.
16 144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212

17 Gary Vandever
18 501 Park Avenue, Suite B
Lebanon, TN 37087

19 There is a regular communication by mail between the Post
20 Office at Las Vegas, Nevada, and the addresses to which the above-
21 referenced documentation was mailed.

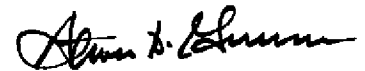
22 
23 DONNALYN WASANO

24 SUBSCRIBED and SWORN to before me
25 this 13th day of January, 2014.

26 
27 NOTARY PUBLIC in and for said
County and State



ORIGINAL



CLERK OF THE COURT

1 OSFF

2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 11920 Southern Highlands
6 Parkway, Suite 201
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com

11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 In the Matter of the Guardianship) CASE NO. G 27262
18 of the person and estate of) Family Court
19 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E
20)

21 **ORDER SETTLING SIXTH ACCOUNT AND REPORT OF GUARDIAN AND ORDER**
22 **AUTHORIZING PAYMENT OF FEES**

23 Date of Hearing: 01/29/14
24 Time of Hearing: 9:00 a.m.

25 BE IT REMEMBERED that ROBERT L. ANSARA, Guardian of the estate
26 of the above-named adult ward filed herein his Sixth Account and
27 Report of Guardian and Petition for Payment of Fees; the same having
28 come on regularly for hearing on this date before the above-entitled
Court; it appearing to the satisfaction of the Court that proper
notice of hearing of this matter has been duly given in the manner
required by law; that all allegations contained in said account and
petition are true and correct; and good cause appearing therefore,

NOW, THEREFORE, IT IS HEREBY ORDERED that the Sixth Account and
Report submitted by the said Guardian be, and the same is hereby
settled, allowed and approved, and all actions taken by the said
Guardian as set forth therein are hereby ratified and approved; and
it is

1

RECEIVED
JAN 13 2014
GUARDIANSHIP


1 FURTHER ORDERED that the Guardian is authorized and directed to
2 pay himself, when funds become available, for fees which have been
3 previously approved by this court; and it is

4 FURTHER ORDERED that the Guardian is authorized and directed to
5 continue to pay himself the sum of \$200.00, on a monthly basis,
6 against which he will bill hourly; and it is


7 FURTHER ORDERED that the Guardian is authorized and directed to
8 pay the law firm of Trent, Tyrell & Associates the sum of \$21,535.94
9 when funds become available, as and for its fees and costs in
10 connection with this guardianship matter; and it is

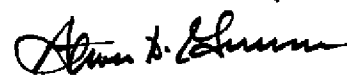
11 FURTHER ORDERED that the foregoing fees and costs shall be paid
12 on a pro-rata basis until such time as the same are satisfied in full.
13

14 DATED and DONE this 29th day of January, 2014.

15
16 
17 DISTRICT JUDGE

18 TRENT, TYRELL & ASSOCIATES

19
20 
21 ELYSE M. TYRELL, ESQ.
22 11920 Southern Highlands
23 Parkway, Suite 201
24 Las Vegas, Nevada 89141
25 Attorney for the Guardian
26
27
28



CLERK OF THE COURT

1 **NEO**
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 11920 Southern Highlands
6 Parkway, Suite 201
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

9 In the Matter of the Guardianship) CASE NO. G 27262
10 of the person and estate of) Family Court
11 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E


12 **NOTICE OF ENTRY OF ORDER**

13 TO: ALL PERSONS INTERESTED IN THE ABOVE-REFERENCED GUARDIANSHIP:

14 YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that an Order
15 Settling Sixth Account and Report of Guardian and Order
16 Authorizing Payment of Fees, was entered by the court on the 29th
17 day of January, 2014.

18 DATED this 29th day of January, 2014.

19 TRENT, TYRELL & ASSOCIATES

20 
21 ELYSE M. TYRELL, ESQ.
22 11920 Southern Highlands
23 Parkway, Suite 201
24 Las Vegas, Nevada 89141

23 **CERTIFICATE OF MAILING**

24 I, the undersigned, an employee of the law firm of Trent,
25 Tyrell & Associates do hereby declare that on the 30th day of
26 January, 2014, I placed in an envelope, postage pre-paid, first
27

1 class mail thereon, a copy of the foregoing Notice of Entry of
2 Order, to which a copy of the Order Settling Sixth Account and
3 Report of Guardian and Order Authorizing Payment of Fees was
4 attached, to-wit:

5 Robert L. Ansara
6 P.O. Box 30785
7 Las Vegas, NV 89173

8 Angel Echevarria
9 Anthony Echevarria
10 12 Desert Highlands Drive
11 Henderson, NV 89052

12 Michael Echevarria
13 120 Pana Drive
14 Hendersonville, TN 37075

15 Robert Echevarria
16 P.O. Box 5496
17 Mohave Valley, AZ 86446

18 Michael T. Echevarria
19 Tera Echevarria
20 c/o Paula Cunningham
21 P.O. Box 341
22 La Canada, CA 91012

23 Ana Echevarria
24 Amanda Echevarria
25 c/o Angel Echevarria
26 12 Desert Highlands Drive
27 Henderson, NV 89052


28 Elizabeth Brickfield, Esq.
300 S. Fourth Street #1700
Las Vegas, NV 89101

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212

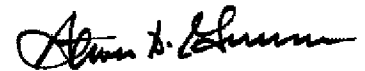
Gary Vandever
501 Park Avenue, Suite B
Lebanon, TN 37087

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1 Office at Las Vegas, Nevada and the addresses to which the above-
2 referenced documentation was mailed.

3
4
5 
6 Employee of Trent, Tyrell &
Associates
7
8
9
10
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16
17
18
19
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21
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24
25
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27
28

ORIGINAL



CLERK OF THE COURT

1 **OSFF**

2 ELYSE M. TYRELL, ESQ.

3 Nevada Bar No: 5531

4 TRENT, TYRELL & ASSOCIATES

5 11920 Southern Highlands

6 Parkway, Suite 201

7 Las Vegas, Nevada 89141

8 (702) 382-2210

9 (702) 382-9242 (fax)

10 elyse@probatelawlv.com

11 Attorney for the Guardian of the

12 Estate and Successor Trustee of

13 the Ward's Living Trust,

14 ROBERT L. ANSARA

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 In the Matter of the Guardianship
18 of the person and estate of
19 JEAN RUTH ECHEVARRIA, an Adult Ward.

) CASE NO. G 27262
) Family Court
) Department E
)

20 **ORDER SETTLING SIXTH ACCOUNT AND REPORT OF GUARDIAN AND ORDER**
21 **AUTHORIZING PAYMENT OF FEES**

22 Date of Hearing: 01/29/14
23 Time of Hearing: 9:00 a.m.

24 BE IT REMEMBERED that ROBERT L. ANSARA, Guardian of the estate
25 of the above-named adult ward filed herein his Sixth Account and
26 Report of Guardian and Petition for Payment of Fees; the same having
27 come on regularly for hearing on this date before the above-entitled
28 Court; it appearing to the satisfaction of the Court that proper
notice of hearing of this matter has been duly given in the manner
required by law; that all allegations contained in said account and
petition are true and correct; and good cause appearing therefore,

NOW, THEREFORE, IT IS HEREBY ORDERED that the Sixth Account and
Report submitted by the said Guardian be, and the same is hereby
settled, allowed and approved, and all actions taken by the said
Guardian as set forth therein are hereby ratified and approved; and
it is

RECEIVED
JAN 13 2014
GUARDIANSHIP


1 FURTHER ORDERED that the Guardian is authorized and directed to
2 pay himself, when funds become available, for fees which have been
3 previously approved by this court; and it is

4 FURTHER ORDERED that the Guardian is authorized and directed to
5 continue to pay himself the sum of \$200.00, on a monthly basis,
6 against which he will bill hourly; and it is


7 FURTHER ORDERED that the Guardian is authorized and directed to
8 pay the law firm of Trent, Tyrell & Associates the sum of \$21,535.94
9 when funds become available, as and for its fees and costs in
10 connection with this guardianship matter; and it is

11 FURTHER ORDERED that the foregoing fees and costs shall be paid
12 on a pro-rata basis until such time as the same are satisfied in full.
13

14 DATED and DONE this 29th day of January, 2014.

15
16 
17 DISTRICT JUDGE

18 TRENT, TYRELL & ASSOCIATES

19
20 
21 ELYSE M. TYRELL, ESQ.
22 11920 Southern Highlands
23 Parkway, Suite 201
24 Las Vegas, Nevada 89141
25 Attorney for the Guardian
26
27
28


CLERK OF THE COURT

PET

Elizabeth Brickfield, Nev. Bar No. 6236
Lionel Sawyer & Collins
300 South 4th Street, Suite 1700
Las Vegas, NV 89101
(702) 383-8888 (phone)
(702) 383-8845 (fax)
ebrickfield@lionelsawyer.com

*Attorneys for Former Guardian
Angel Echevarria*

DISTRICT COURT, FAMILY COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the Person
and Estate of

JEAN R. ECHEVARRIA,

an adult ward.

CASE NO.: 04-G-027262

DEPT. NO.: E (Guardianship)

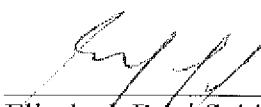
**PETITION BY LIONEL SAWYER &
COLLINS FOR AN ORDER FOR
DISTRIBUTION OF ESTATE FUNDS**

Elizabeth Brickfield of Lionel Sawyer & Collins, counsel of record for Ms. Angel Echevarria, the former Guardian of her mother, Ms. Jean R. Echevarria (the "Ward"), hereby petitions this Court for an Order for Distribution of Estate Funds. Lionel Sawyer & Collins bases this Petition on all of the pleadings and papers on file, the following Memorandum of Points and Authorities, and whatever oral argument the Court may desire.

Dated this 14th day of February 2014.

LIONEL SAWYER & COLLINS

By:


Elizabeth Brickfield, Nev. Bar No. 6236
Lionel Sawyer & Collins
300 South 4th Street, Suite 1700
Las Vegas, NV 89101

Attorneys for Former Guardian and Trustee Angel Echevarria

1
2
3 **MEMORANDUM OF POINTS AND AUTHORITIES**

4 **I.**
5 **Introduction**

6 The Court has on several prior occasions, including as long ago as 2007, ordered the
7 Guardian, Mr. Robert Ansara, to distribute any available monies to pay for the administrative fees
8 and costs incurred by (i) Mr. Ansara, (ii) his legal counsel (Trent Tyrell & Phillips), and (iii) Ms.
9 Echevarria's legal counsel (Lionel Sawyer & Collins). Until now, there were insufficient funds in
10 the Ward's estate (the "Estate") to satisfy the bulk of those obligations. Now, however, following
11 the recent sale of real property in California, there is an operating account available for
12 distribution. According to Mr. Ansara, it is the last meaningful asset available to satisfy, at least in
13 part, those obligations. This Petition makes the relatively simple request that the Court instruct
14 Mr. Ansara not to divert those funds to any third party creditors, but instead to comply with the
15 Court's long-outstanding Orders and distribute the funds *pro rata* to himself, his counsel, and
16 Lionel Sawyer & Collins.

17 **II.**
18 **Material Facts**

19 **A. Prior Fee Awards.**

- 20 1. The Court has issued at least two Orders ordering the Estate to pay Ms. Echevarria's
21 attorneys' fees and costs to her counsel of record, Lionel Sawyer & Collins. Those Orders include:
22 (a) an Order Granting Petition for Approval of Attorney's Fees and Costs; Petition for
23 Reimbursement of Fees Paid to Elyse Tyrell, Esq., As Guardian Ad Litem entered
24 on May 8, 2007. The Court ordered the Guardian of the Estate to pay Lionel
25 Sawyer & Collins \$56,457.05 for fees and costs incurred from December 1, 2004
26 through March 29, 2007; and
27 (b) an Order Approving Attorney Fees and Authorizing Payment of Attorney Fees and
28 Costs entered on April 7, 2009, ordering the Guardian of the Estate to pay Lionel

1 Sawyer & Collins \$46,575.10 for fees and costs incurred from March 29, 2007
2 through March 4, 2009. The Court ordered payment of the same on a "*pro rata*"
3 basis with fees and costs awarded to Mr. Ansara and Mr. Ansara's counsel, Trent
4 Tyrell & Phillips.

5 2. The total amount due and payable to Lionel Sawyer & Collins pursuant to the two
6 Orders listed above is \$103,032.15.

7 3. In an Order Giving Instructions entered on August 15, 2012, the Court re-confirmed
8 the pending obligations. The Court ordered Mr. Ansara to use Estate funds to pay on a *pro rata*
9 basis certain amounts¹ owed to himself, his legal counsel (Trent, Tyrell & Associates), and Lionel
10 Sawyer & Collins (in the amount of \$103,032.10²).

11 4. Lionel Sawyer & Collins is still owed virtually the entire sum. The firm has
12 received payments totaling \$6,420.00, or 6.2% of the total obligation.³ The current amount due
13 and payable to Lionel Sawyer & Collins is \$96,612.10.

14 B. Sale of Property; Operating Account.

15 5. On December 6, 2013, Mr. Ansara moved this Court for an order approving the sale
16 of an asset owned by the Echevarria Revocable Family Trust dated December 5, 2005 (the
17 "Trust").

18 6. That asset consists of real property located at 333-353 Hatch Drive, Foster City,
19 California 94404 (the "California Property"). Mr. Ansara reported the sale price of the California
20 Property as \$6,570,000.

21
22 ¹ The August 15, 2012 Order also listed a sum owed to Michael Echevarria, the Ward's son.
23 Despite Mr. Echevarria's claim having a lower priority-vis-à-vis administrative expenses owed to
24 Mr. Ansara, his counsel, and Lionel Sawyer & Collins (*see* Paragraph 15, *infra*), Mr. Echevarria
recently received a sizable, six-figure payout during the sale of the California Property (*see*
Paragraph 9, *infra*).

25 ² In what is likely a clerical error, that amount is off by five cents (5¢).

26 ³ Note that the Guardian of the Estate and his counsel have received payments from time to
27 time. For example, Exhibit 2 to the Sixth Account and Report of Guardian and Petition for
28 Payment of Fees entered on January 10, 2014 indicates Trent Tyrell & Phillips has received
\$20,721.63, or approximately 50% of its total fees and costs.

7. In an Order entered on January 13, 2014, the Court authorized Mr. Ansara to (i) sell the California Property and (ii) use the proceeds to partially satisfy a lien filed by Mr. Echevarria, in return for Mr. Echevarria's representation to the Court that he would fund the guardianship estate sufficiently to pay the Ward's basic needs. *See Report to Court Regarding Sale of Ward's Trust Estate* entered on December 6, 2013 (pp. 2:23-3:2); *Court Minutes*, December 18, 2013.

8. The closing on the sale of the California Property took place on or around February 7, 2014, so the Ward no longer owns the California Property.

9. According to Mr. Ansara, after satisfaction of the existing mortgage, transaction costs, and IRS lien, all of the leftover sale proceeds—i.e., over \$200,000—was paid to Mr. Echevarria to partially satisfy his general-creditor claim. None of the sale proceeds remain to be distributed in accordance with this Court's prior 2007, 2009, and 2012 Orders.

10. Nevertheless, the Trust holds an operating account associated with the California Property (the "Operating Account"). Upon information and belief, that Operating Account holds a substantial amount of funds, although not enough funds to fully satisfy the existing liabilities owed to Mr. Ansara, his counsel, and Lionel Sawyer & Collins.

11. According to Mr. Ansara, that Operating Account is the final asset of any value in the Ward's Estate. After the liquidation of the funds in that Account, there will be nothing left to make the payments ordered by this Court long ago.

III. Argument

12. As this Court confirmed in its prior Orders, the Court had and has ample authority pursuant to NRS 159.103 through 159.109, 159.183, and 164.040, to order payments from the Ward's Estate to satisfy the Guardians' legal fees and costs.

13. Moreover, the Court plainly has authority to implement its prior Orders. *See, e.g., Halverson v. Hardcastle*, 123 Nev. 245, 261, 163 P.3d 428, 440 (Nev. 2007) ("a court has inherent power to protect the dignity and decency of its proceedings and to enforce its decrees"); *United States v. W.R. Grace*, 526 F.3d 499, 509 (9th Cir. 2008) (*en banc*) ("courts are vested with inherent

1 powers enabling them to manage their cases and courtrooms effectively and to ensure obedience to
2 their orders").

3 14. Additionally, NRS 159.169(1) contemplates that from time to time the Court should
4 give the Guardian of the Estate express instructions concerning "(a) [t]he administration of the
5 ward's estate; (b) [t]he priority of paying claims; [and] (c) [t]he propriety of making any proposed
6 disbursement of funds."

7 15. Here, the Guardian and former Guardian's administrative expenses and obligations
8 have a higher priority than claims of other, generalized creditors. Cf. NRS 147.195 (granting
9 "expenses of administration" the highest priority in a probate context, with general creditor claims
10 only having eighth and ninth priority).

11 16. It is therefore just and appropriate for this Court to issue express instructions to the
12 Guardian of the Estate to use all funds in the Operating Account solely for the purposes set forth in
13 this Court's prior, long-outstanding Orders, and therefore order Mr. Ansara to pay *pro rata* the
14 Guardian, his counsel, and Lionel Sawyer & Collins, and specifically not to divert any such funds
15 to other, third party claimants.

16 **IV.**
17 **Request for Relief**

18 17. FOR THE FOREGOING REASONS, Ms. Echevarria respectfully requests this
19 Court issue an Order instructing the Guardian of the Estate, Mr. Ansara:

- 20 (a) to take immediate possession and control of the remaining funds in the Operating
21 Account and to stop any pending or future payments from such funds to any third
22 parties for any reason whatsoever;
- 23 (b) to thereafter, within thirty (30) days, distribute on a *pro rata* basis all funds in the
24 Operating Account to (i) the Guardian of the Estate, (ii) his legal counsel, Trent,
25 Tyrell & Associates, and (iii) Lionel Sawyer & Collins (in the amount of
26 \$96,612.10), until such time as all debts to those administrative creditors are
27 satisfied or all such funds are distributed; and
28

(c) to thereafter, within thirty (30) days, produce and file with this Court an accounting and report pursuant to NRS 159.177(5) summarizing the application and liquidation of (i) all proceeds from the sale of the California Property and (ii) the funds in the Operating Account which are the subject of this Petition.

Dated this 14th day of February 2014.

LIONEL SAWYER & COLLINS

By: 

Elizabeth Brickfield, Nev. Bar No. 6236
Lionel Sawyer & Collins
300 South 4th Street, Suite 1700
Las Vegas, NV 89101
(702) 383-8888 (phone)
(702) 383-8845 (fax)
cbrickfield@lionelsawyer.com

*Attorneys for Former Guardian and Trustee Angel
Echevarria*

CERTIFICATE OF SERVICE

Pursuant to Nevada Rule of Civil Procedure 5(b), I hereby certify that I am an employee of LIONEL SAWYER & COLLINS and that on this 14th day of February, 2014, I caused documents entitled **PETITION BY LIONEL SAWYER & COLLINS FOR AN ORDER FOR DISTRIBUTION OF ESTATE FUNDS** to be served as follows:

☒ by depositing same for mailing in the United States Mail, in a sealed envelope addressed to:

Elyse M. Tyrell, Esq.
TRENT, TYRELL & ASSOCIATES
11920 Southern Highlands Pkwy., Suite 201
Las Vegas, NV 89141
*Attorney for the Guardian of the Estate and Successor Trustee of the Ward's
Living Trust, Robert L. Ansara*

Angel Echevarria
Anthony Echevarria
12 Desert Highlands Dr.
Henderson, NV 89052

1 Michael Echevarria
2 120 Pana Dr.
3 Hendersonville, TN 37075

4 Michael T. Echevarria
5 Tersa Echevarria
6 c/o Paula Cunningham
7 P. O. Box 341
8 La Canada, CA 91012

9 Ana Echevarria
10 Amanda Echevarria
11 c/o Anthony Echevarria
12 12 Desert Highlands Dr.
13 Henderson, NV 89052

14 ☐ pursuant to Nev. R. Civ. P. 5(b)(2)(D) to be sent via facsimile as indicated:

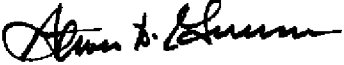
15 ☐ to be hand delivered to:

16 and/or

17 ☐ by the Court's ECF System through Wiznet.

18 
19 An Employee of
20 LIONEL SAWYER & COLLINS

1 **NOH**
2 Elizabeth Brickfield, Nev. Bar No. 6236
3 Lionel Sawyer & Collins
4 300 South 4th Street, Suite 1700
5 Las Vegas, NV 89101
6 (702) 383-8888 (phone)
7 (702) 383-8845 (fax)
8 ebrickfield@lionclsawyer.com


CLERK OF THE COURT

6 *Attorneys for Former Guardian*
7 *Angel Echevarria*

8 DISTRICT COURT, FAMILY COURT

9 CLARK COUNTY, NEVADA

10 In the Matter of the Guardianship of the Person
11 and Estate of

CASE NO.: 04-G-027262

12 JEAN R. ECHEVARRIA,

DEPT. NO.: E (Guardianship)

13 an adult ward.

NOTICE OF HEARING

Date: March 12, 2014

Time: 9:00 a.m.

14
15
16 NOTICE IS HEREBY GIVEN to all persons interested in the guardianship of the person
17 and estate of the above-named adult ward, that on the 12th day of March, 2014, at the hour of 9:00
18 a.m., in the Family Court and Service Center in Guardianship Department E which is located at
19 601 N. Pecos, Las Vegas, Nevada, 89101, is hereby set as the time and place by the court for the
20 hearing on **PETITION BY LIONEL SAWYER & COLLINS FOR AN ORDER FOR**
21 **DISTRIBUTION OF ESTATE FUNDS**, filed by Former Guardian Angel Echevarria, at which
22 time all persons interested in said matter are notified then and there to appear and show cause, if
23 any they have, why said Petition should not be granted.

24 Reference is hereby made to said **PETITION BY LIONEL SAWYER & COLLINS**
25 **FOR AN ORDER FOR DISTRIBUTION OF ESTATE FUNDS**, on file herein, for further
26 particulars.
27
28

1
2 YOU DO NOT NEED TO APPEAR UNLESS YOU WISH TO FILE AN OBJECTION.

3 Dated this 19 day of Feb., 2014.

4 LIONEL SAWYER & COLLINS

5 By:

Elizabeth Brickfield, Nev. Bar No. 6236

Lionel Sawyer & Collins

300 South 4th Street, Suite 1700

Las Vegas, NV 89101

Attorneys for Former Guardian and Trustee Angel Echevarria

9
10 **CERTIFICATE OF SERVICE**

11 Pursuant to Nevada Rule of Civil Procedure 5(b), I hereby certify that I am an employee
12 of LIONEL SAWYER & COLLINS and that on this ^{19th} ~~14th~~ day of February, 2014, I caused
13 documents entitled NOTICE OF HEARING to be served as follows:

14
15 [x] by depositing same for mailing in the United States Mail, in a sealed envelope
16 addressed to:

17 Elyse M. Tyrell, Esq.

TRENT, TYRELL & ASSOCIATES

11920 Southern Highlands Pkwy., Suite 201

Las Vegas, NV 89141

Attorney for the Guardian of the Estate and Successor Trustee of the Ward's
Living Trust, Robert L. Ansara

21 Angel Echevarria

Anthony Echevarria

12 Desert Highlands Dr.

Henderson, NV 89052

24 Michael Echevarria

10632 Penrose St.

Sun Valley CA 91352-2013

26 Robert Echevarria

27 P. O. Box 5496

Mohave Valley, AZ 86446

1 Michael T. Echevarria
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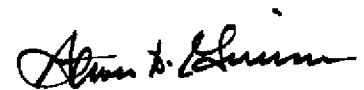
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12 ☐ to be hand delivered to:

13 and/or

14 ☐ by the Court's ECF System through Wiznet.

15 
16 An Employee of
17 LIONEL SAWYER & COLLINS



CLERK OF THE COURT

1 APPL

Elizabeth Brickfield, Nev. Bar No. 6236

2 Lionel Sawyer & Collins

300 South 4th Street, Suite 1700

Las Vegas, NV 89101

4 (702) 383-8888 (phone)

(702) 383-8845 (fax)

5 ebrickfield@lionelsawyer.com

6 *Attorneys for Former Guardian Angel Echevarria*

7 DISTRICT COURT, FAMILY COURT

8 CLARK COUNTY, NEVADA

9
10 In the Matter of the Guardianship of the Person
11 and Estate of

12 JEAN R. ECHEVARRIA,

13 an adult ward.

CASE NO.: 04-G-027262

DEPT. NO.: E (Guardianship)

Date: March 12, 2014

Time: 9:00 a.m.

14 **APPLICATION FOR AN ORDER**
15 **SHORTENING TIME FOR HEARING**
16 **THE PETITION BY LIONEL SAWYER &**
17 **COLLINS FOR AN ORDER FOR**
DISTRIBUTION OF ESTATE FUNDS

18
19 Pursuant to EDCR 2.26 and 5.31, Lionel Sawyer & Collins, counsel of record for Ms.
20 Angel Echevarria, the former Guardian of her mother, Ms. Jean R. Echevarria, applies to this
21 Court *ex parte* for an order shortening time ("OST") for the hearing by the Court of the Petition by
22 Lionel Sawyer & Collins for an Order for Distribution of Estate Funds entered on or about
23 February 14, 2014 (the "Petition").


24 The Petition is scheduled to be heard at the date and time set forth above. Lionel Sawyer &
25 Collins respectfully asks the Court to reschedule the hearing for as early as Wednesday, February
26 27, 2014.

27 This OST Application is made and based upon the papers and pleadings on file in this
28 action (including the Petition) and the following Affidavit of Elizabeth Brickfield.

1 Dated this 20th day of February 2014.

2 LIONEL SAWYER & COLLINS

3
4 By:


Elizabeth Brickfield, Nev. Bar No. 6236
Lionel Sawyer & Collins
300 South 4th Street, Suite 1700
Las Vegas, NV 89101
(702) 383-8888 (phone)
(702) 383-8845 (fax)
ebrickfield@lionelsawyer.com

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10 *Attorneys for Former Guardian Angel Echevarria*

11
12 **AFFIDAVIT OF ELIZABETH BRICKFIELD IN SUPPORT OF**
13 **LIONEL SAWYER & COLLIN'S EX PARTE MOTION**
14 **FOR AN ORDER SHORTENING TIME FOR HEARING ON THE PETITION**

15 STATE OF NEVADA)
16) ss
17 COUNTY OF CLARK)

18 I, Elizabeth Brickfield, being duly sworn, depose and say as follows:

19 1. I am an attorney with Lionel Sawyer & Collins. I have represented the Former
20 Guardian, Angel Echevarria, in the above-captioned proceedings. I am licensed to practice law in
21 all courts in the State of Nevada.

22 2. I have personal knowledge of the facts and circumstances of this case and would be
23 competent to testify to the matters as articulated herein. For those facts to which I have no personal
24 knowledge, I believe them to be true.

25 3. This Affidavit is made in support of Lionel Sawyer & Collins' OST Application.

26 4. EDCR 2.26 and 5.31 collectively give this Court the discretion to shorten the time
27 for hearing a given matter upon an "affidavit of counsel describing the circumstances claimed to
28 constitute good cause and justify shortening of time."

5. Here, there is good cause for shortening time on the Petition because of the risk of
funds being diverted prior to the Court hearing the Petition, thereby frustrating the ability of the


1 Court to grant meaningful relief. In the Petition, Lionel Sawyer & Collins asks the Court to
2 instruct the Guardian of the Estate, Mr. Ansara, to (i) take possession of funds in an operating
3 account, (ii) stop making pending or future payments to third parties, and (iii) distribute those
4 funds *pro rata* to the Guardian, his legal counsel, and Lionel Sawyer & Collins in accordance with
5 the Court's several prior Orders. If the Petition were not heard soon, there is a risk of funds being
6 distributed to third party creditors in the meantime, resulting in there being little or no funds left
7 for the Court's consideration. To maintain the Court's power and authority to render meaningful
8 relief (and thus give effect to its Orders dating back as far as 2007), the Court should expedite the
9 date for hearing the Petition.

10 I declare under the penalty of the laws of the State of Nevada that the foregoing is correct
11 and true.

12 Dated this 20th day of February 2014.

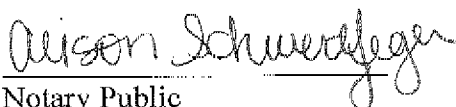
13 LIONEL SAWYER & COLLINS

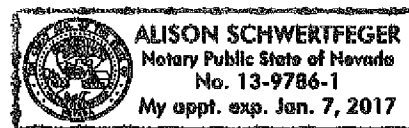
14
15 By:


Elizabeth Brickfield, Nev. Bar No. 6236
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17
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21 *Attorneys for Former Guardian Angel Echevarria*

22 SUBSCRIBED and SWORN to before
23 me this 20th day of February 2014.

24 
25 Notary Public
26 My commission expires:



27 ///

28 ///

1 **ORDER SHORTENING TIME**

2 Upon Lionel Sawyer & Collins' *ex parte* Application for an Order Shortening Time for
3 Hearing the Petition by Lionel Sawyer & Collins for an Order for Distribution of Estate Funds (the
4 "Petition"), this Court having considered the same and the Affidavit of Elizabeth Brickfield, Esq.,
5 in support thereof, and good cause appearing:

6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the time for the hearing
7 of the Petition is hereby shortened and shall be heard on the 27th day of February 2014 at the
8 hour of 1:30 p.m. before this Honorable Court.

9 Dated this 21 day of February 2014.

10 
11
12 DISTRICT COURT JUDGE

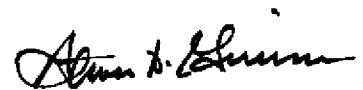
13 Submitted by:

14 LIONEL SAWYER & COLLINS

15
16
17 By: 

18 Elizabeth Brickfield, Nev. Bar No. 6236
19 Lionel Sawyer & Collins
20 300 South 4th Street, Suite 1700
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22 *Attorneys for Former Guardian Angel Echevarria*
23
24
25
26
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CLERK OF THE COURT

1 **NCA**
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 11920 Southern Highlands
6 Parkway, Suite 200
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

15 In the Matter of the Guardianship) CASE NO. G 27262
16 of the person and estate of) Family Court
17 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E
18)

FILING OF NOTICE OF LEVY

19 Attached hereto for filing is the Notice of Levy (Enforcement of
20 Judgment) which was filed by Michael Echevarria.

Respectfully submitted,

TRENT, TYRELL & ASSOCIATES



ELYSE M. TYRELL, ESQ.
11920 So. Southern Highlands
Parkway, Suite 201
Las Vegas, NV 89141

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): <input type="checkbox"/> Recording requested by and return to: PATRICIA KENNEDY FYFE ATTORNEY AT LAW 1801 MURCHISON DRIVE, BURLINGAME, CA. 94010		TEL NO.: SBN 074413 SUITE 320
<input checked="" type="checkbox"/> ATTORNEY FOR <input checked="" type="checkbox"/> JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD		NAME OF COURT: San Mateo County Superior STREET ADDRESS: 400 County Center MAILING ADDRESS: 400 County Center CITY AND ZIP CODE: Redwood City, Ca. 94063 BRANCH NAME: SOUTHERN
PLAINTIFF: MICHAEL ECHEVARRIA DEFENDANT: THE MILL AT LEBANON, LLC. ET AL		FOR RECORDER'S USE ONLY LEVYING OFFICER (Name and Address): Contact Sheriff for total payoff San Mateo County Sheriff Civil Division 400 County Center Redwood City, Ca. 94063
NOTICE OF LEVY under Writ of <input checked="" type="checkbox"/> Execution (Money Judgment) <input type="checkbox"/> Sale		LEVYING OFFICER FILE NO.: COURT CASE NO.: CIV 463092

TO THE PERSON NOTIFIED (name): **Jean R. Echevarria**
12 Desert Highland Drive, Henderson, NV. 89052

1. The judgment creditor seeks to levy upon property in which the judgment debtor has an interest and apply it to the satisfaction of a judgment as follows:
 - a. Judgment debtor (name): **Michael Echevarria**
 - b. The property to be levied upon is described
☐ In the accompanying writ of possession or writ of sale.
☒ as follows:
Any and all accounts receivable, general intangibles, or their proceeds, standing in the names of Jean R. Echevarria and/or the Jean R. Echevarria Trust, the Judgment Debtors, along with deposit accounts, including but not limited to, account no. 1778937591. Search system wide.
2. The amount necessary to satisfy the judgment creditor's judgment is:

a. Total amount due (less partial satisfactions)	\$ 702,200.00
b. Levy fee	\$ 35.00
c. Sheriff's disbursement fee	\$ 12.00
d. Recoverable costs	\$ 0
e. Total (a through d)	\$ 702,247.00
f. Daily interest	\$ 186.30
3. You are notified as
 - a. ☒ a judgment debtor.
 - b. ☐ a person other than the judgment debtor (state capacity in which person is notified):

(Read Information for Judgment Debtor or Information for Person Other Than Judgment Debtor on page two.)

Notice of Levy was

- ☒ mailed on (date): **2-4-14**
☐ delivered on (date):
☐ posted on (date):
☐ filed on (date):
☐ recorded on (date):

Date: **2-4-14**

Timothy J. Anderson
 (TYPE OR PRINT NAME)

Timothy J. Anderson
 (SIGNATURE)

☐ Levying officer

☐ Registered process server

- INFORMATION FOR JUDGMENT DEBTOR -

1. The levying officer is required to take custody of the property described in item 1 in your possession or under your control.
2. You may claim any available exemption for your property. A list of exemptions is attached. If you wish to claim an exemption for personal property, you must do so within 10 days after this notice was delivered to you or 15 days after this notice was mailed to you by filing a claim of exemption and one copy with the levying officer as provided in section 703.520 of the Code of Civil Procedure. If you do not claim an exemption, you may lose it and the property is subject to enforcement of a money judgment. If you wish to seek the advice of an attorney, you should do so immediately so that a claim of exemption can be filed on time.
3. You are not entitled to claim an exemption for property that is levied upon under a judgment for sale of property. This property is described in the accompanying writ of sale. You may, however, claim available exemptions for property levied upon to satisfy damages or costs awarded in such a judgment.
4. You may obtain the release of your property by paying the amount of a money judgment with interest and costs remaining unpaid.
5. If your property is levied upon under a writ of execution or to satisfy damages and costs under a writ of possession or sale, the property may be sold at an execution sale, perhaps at a price substantially below its value. Notice of sale will be given to you. Notice of sale of real property (other than a leasehold estate with an unexpired term of less than two years) may not be given until at least 120 days after this notice is served on you. This grace period is intended to give you an opportunity to settle with the judgment creditor, to obtain a satisfactory buyer for the property, or to encourage other potential buyers to attend the execution sale.
6. All sales at an execution sale are final; there is no right of redemption.

- INFORMATION FOR PERSON OTHER THAN JUDGMENT DEBTOR -

1. If the property levied upon is in your possession or under your control and you do not claim the right to possession or a security interest, you must deliver the property to the levying officer. If you do not deny an obligation levied upon or do not claim a priority over the judgment creditor's lien, you must pay to the levying officer the amount that is due and payable and that becomes due and payable during the period of the execution lien, which lasts two years from the date of issuance of the writ of execution. You must execute and deliver any documents needed to transfer the property.
2. You must complete the accompanying Memorandum of Garnishee.
3. If you claim ownership or the right to possession of real or personal property levied upon or if you claim a security interest in or lien on personal property levied upon, you may make a third-party claim and obtain the release of the property pursuant to sections 720.010-720.800 of the Code of Civil Procedure.
4. Make checks payable to the levying officer.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number and address): Patricia Kennedy Fyfe SBN. 074413 Attorney at Law 1801 Murchison Drive, Suite 320 Burlingame, CA 94010 TELEPHONE NO.: (650) 652-3494 FAX NO.: (650) 652-3497 E-MAIL ADDRESS: ATTORNEY FOR (Name): Plaintiff Michael Echevarria		FOR COURT USE ONLY
<input checked="" type="checkbox"/> ATTORNEY FOR <input checked="" type="checkbox"/> JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO STREET ADDRESS: 400 County Center MAILING ADDRESS: 400 County Center CITY AND ZIP CODE: Redwood City, CA 94063-1655 BRANCH NAME: Southern		
PLAINTIFF: MICHAEL ECHEVARRIA DEFENDANT: THE MILL AT LEBANON, LLC, et al.		
WRIT OF	<input checked="" type="checkbox"/> EXECUTION (Money Judgment) <input type="checkbox"/> POSSESSION OF <input type="checkbox"/> Personal Property <input type="checkbox"/> SALE <input type="checkbox"/> Real Property	CASE NUMBER: CIV 463092 <input type="checkbox"/> Limited Civil Case <input type="checkbox"/> Small Claims Case <input checked="" type="checkbox"/> Unlimited Civil Case <input type="checkbox"/> Other

1. To the Sheriff or Marshal of the County of **San Mateo**

You are directed to enforce the judgment described below with daily interest and your costs as provided by law.

2. To any registered process server: You are authorized to serve this writ only in accord with CCP 699.080 or CCP 715.040.

3. (Name): **Michael Echevarria**

is the ☒ judgment creditor ☐ assignee of record whose address is shown on this form above the court's name.

4. Judgment debtor (name, type of legal entity stated in judgment if not a natural person, and last known address):

The Mill at Lebanon, LLC
12 Desert Highland Drive
Henderson, NV 89052

☒ Additional judgment debtors on next page

5. Judgment entered on (date):

1/02/2007

6. ☐ Judgment renewed on (dates):

7. Notice of sale under this writ

- a. ☒ has not been requested.
 b. ☐ has been requested (see next page).

8. ☐ Joint debtor information on next page.

9. ☐ See next page for information on real or personal property to be delivered under a writ of possession or sold under a writ of sale.

10. ☒ This writ is issued on a sister-state judgment.

11. Total judgment \$ **679,995.88 702,178.16**

12. Costs after judgment (per filed order or memo CCP 685.090) \$ **-0-**

13. Subtotal (add 11 and 12) \$ **679,995.88 702,178.16**

14. Credits \$ **-0-**

15. Subtotal (subtract 14 from 13) \$ **679,995.88 702,178.16**

16. Interest after judgment (per filed affidavit CCP 685.050) (not on GC 6103.5 fees) ... \$ **-0-**

17. Fee for issuance of writ \$ **25.00**

18. Total (add 15, 16, and 17) \$ **680,020.88 702,203.16**

19. Levying officer:

(a) Add daily interest from date of writ (at the legal rate on 15) (not on GC 6103.5 fees) of. \$ **186.30**

(b) Pay directly to court costs included in 11 and 17 (GC 6103.5, 68637; CCP 699.520(f)) \$

20. ☐ The amounts called for in items 11-19 are different for each debtor. These amounts are stated for each debtor on Attachment 20.

JOHN C. FITCH

Issued **JAN 3 2014**

Clerk, by **JANA FINLEY**, Deputy

NOTICE TO PERSON SERVED: SEE NEXT PAGE FOR IMPORTANT INFORMATION.

PLAINTIFF: MICHAEL ECHEVARRIA	CASE NUMBER: EJ-130
DEFENDANT: THE MILL AT LEBANON, LLC, et al.	CIV 463092

— Items continued from page 1 —

21. ☒ Additional judgment debtor (name, type of legal entity stated in judgment if not a natural person, and last known address):

The Jean R. Echevarria Trust
 12 Desert Highland Drive
 Henderson, NV 89052

Jean R. Echevarria
 12 Desert Highland Drive
 Henderson, NV 89052

22. ☐ Notice of sale has been requested by (name and address):

23. ☐ Joint debtor was declared bound by the judgment (CCP 98B-99A)

a. on (date):

b. name, type of legal entity stated in judgment if not a natural person, and last known address of joint debtor:

a. on (date):

b. name, type of legal entity stated in judgment if not a natural person, and last known address of joint debtor:

- c. ☐ additional costs against certain joint debtors (itemize):

24. ☐ (Writ of Possession or Writ of Sale) Judgment was entered for the following:

- a. ☐ Possession of real property: The complaint was filed on (date):
 (Check (1) or (2)):

- (1) ☐ The Prejudgment Claim of Right to Possession was served in compliance with CCP 415.46.
 The judgment includes all tenants, subtenants, named claimants, and other occupants of the premises.

- (2) ☐ The Prejudgment Claim of Right to Possession was NOT served in compliance with CCP 415.46.

(a) \$ _____ was the daily rental value on the date the complaint was filed.

(b) The court will hear objections to enforcement of the judgment under CCP 1174.3 on the following dates (specify):

- b. ☐ Possession of personal property.

☐ If delivery cannot be had, then for the value (itemize in 24e) specified in the judgment or supplemental order.

- c. ☐ Sale of personal property.

- d. ☐ Sale of real property.

- e. Description of property:

NOTICE TO PERSON SERVED

WRIT OF EXECUTION OR SALE. Your rights and duties are indicated on the accompanying *Notice of Levy* (Form EJ-150).
 WRIT OF POSSESSION OF PERSONAL PROPERTY. If the levying officer is not able to take custody of the property, the levying officer will make a demand upon you for the property. If custody is not obtained following demand, the judgment may be enforced as a money judgment for the value of the property specified in the judgment or in a supplemental order.
 WRIT OF POSSESSION OF REAL PROPERTY. If the premises are not vacated within five days after the date of service on the occupant or, if service is by posting, within five days after service on you, the levying officer will remove the occupants from the property and place the judgment creditor in possession of the property. Except for a mobile home, personal property remaining on the premises will be sold or otherwise disposed of in accordance with CCP 1174 unless you or the owner of the property pays the judgment creditor the reasonable cost of storage and takes possession of the personal property not later than 15 days after the time the judgment creditor takes possession of the premises.
 ► A Claim of Right to Possession form accompanies this writ (unless the Summons was served in compliance with CCP 415.46).

EXEMPTIONS FROM THE ENFORCEMENT OF JUDGMENTS

EJ-155

The following is a list of assets that may be exempt from levy on a judgment.

Exemptions are found in the United States Code (USC) and in the California codes, primarily the Code of Civil Procedure (CCP).

Because of periodic changes in the law, the list may not include all exemptions that apply in your case. The exemptions may not apply in full or under all circumstances. Some are not available after a certain period of time. You or your attorney should read the statutes.

If you believe the assets that are being levied on are exempt, file a claim of exemption form, which you can get from the levying officer.

AMOUNT OF EXEMPTIONS: A list of the amounts of exemptions from a judgment under CCP § 703.150 starting on April 1, 2004, is available from the clerk of the court and on the California Courts Web site at www.courtinfo.ca.gov. Except as otherwise provided, the dollar amounts of the exemptions will be adjusted thereafter at three-year intervals on April 1, and the adjusted amounts will become effective immediately on that date.

Type of Property	Code and Section	Type of Property	Code and Section
<i>Accounts (See Deposit Accounts)</i>		<i>Benefit Payments (cont.)</i>	
Appliances	CCP § 704.020	Relocation Benefits	CCP § 704.180
Art and Heirlooms	CCP § 704.040	Retirement Benefits and Contributions:	
Automobiles	CCP § 704.010	Private	CCP § 704.115
BART District Benefits	CCP § 704.110	Public	CCP § 704.110
	Pub Util C § 28896	Segregated Benefit Funds	Ins C § 10498.5
<i>Benefit Payments:</i>		Social Security Benefits	42 USC § 407
BART District Benefits	CCP § 704.110	Strike Benefits	CCP § 704.120
Charity	CCP § 704.170	Transit District Retirement Benefits (Alameda and Contra Costa Counties)	CCP § 704.110
Civil Service Retirement Benefits (Federal)	5 USC § 8348	Unemployment Benefits and Contributions	Pub Util C § 25337
County Employees Retirement Benefits	CCP § 704.110	and Contributions	CCP § 704.120
	Govt C § 31452	Veterans Benefits	38 USC § 3101
Disability Insurance Benefits	CCP § 704.130	Veterans Medal of Honor Benefits	38 USC § 562
Fire Service Retirement Benefits	CCP § 704.110	Welfare Payments	CCP § 704.170
	Govt C § 32210	Workers Compensation	CCP § 704.080
Fraternal Organization Funds Benefits	CCP § 704.130	Boats	CCP § 704.060
	CCP § 704.170	Books	CCP § 704.710
Health Insurance Benefits	CCP § 704.130	Building Materials (Residential)	CCP § 704.030
Irrigation System Retirement Benefits	CCP § 704.110	Business:	
Judges Survivors Benefits (Federal)	28 USC § 376(n)	Licenses	CCP § 695.080
Legislators Retirement Benefits	CCP § 704.110	Tools of Trade	CCP § 699.720(a)(1)
	Govt C § 9359.3	Cars and Trucks (including proceeds)	CCP § 704.010
Life Insurance Benefits:		Cash	CCP § 704.070
Group	CCP § 704.100	Cemeteries:	
Individual	CCP § 704.100	Land Proceeds	Health & SC § 7925
Lighthouse Keepers Widows Benefits	33 USC § 775	Plots	CCP § 704.200
Longshore & Harbor Workers Compensation or Benefits	33 USC § 916	Charity	CCP § 704.170
Military Benefits:		Claims, Actions and Awards:	
Retirement	10 USC § 1440	Personal Injury	CCP § 704.140
Survivors	10 USC § 1450	Worker's Compensation	CCP § 704.160
Municipal Utility District Retirement Benefits	CCP § 704.110	Wrongful Death	CCP § 704.150
	Pub Util C § 12337	Clothing	CCP § 704.020
Peace Officers Retirement Benefits	CCP § 704.110	Condemnation Proceeds	CCP § 704.720(b)
	Govt C § 31913	County Employees Retirement Benefits	CCP § 704.110
Pension Plans (and Death Benefits):		Damages (See Personal Injury and Wrongful Death)	Govt C § 31452
Private	CCP § 704.115	Deposit Accounts:	
Public	CCP § 704.110	Escrow or Trust Funds	Fin C § 17410
Public Assistance	CCP § 704.170	Social Security Direct Deposits	CCP § 704.080
	Welf & I C § 17409		

Page 1 of 2

EXEMPTIONS FROM THE ENFORCEMENT OF JUDGMENTS

(Continued)

<u>Type of Property</u>	<u>Code and Section</u>	<u>Type of Property</u>	<u>Code and Section</u>
Direct Deposit Account:		Municipal Utility District	
Social Security	CCP § 704.080	Retirement Benefits	CCP § 704.110
Disability Insurance Benefits	CCP § 704.130	Pub Util C § 12337	
Dwelling House	CCP § 704.740	Peace Officers Retirement	
Earnings	CCP § 704.070	Benefits	CCP § 704.110
	CCP § 706.050	Govt C § 31913	
	15 USC § 1673(a)	Pension Plans:	
Educational Grant	Ed C § 21116	Private	CCP § 704.115
		Public	CCP § 704.110
Employment Bonds	Lab C § 404	Personal Effects	CCP § 704.020
Financial Assistance:		Personal Injury Actions	
Charity	CCP § 704.170	or Damages	CCP § 704.140
Public Assistance	CCP § 704.170	Prisoner's Funds	CCP § 704.080
	Welf & I C § 17409	Property Not Subject to	
Student Aid	CCP § 704.190	Enforcement of Money	
Welfare (See Public		Judgments	CCP § 704.210
Assistance)		Prosthetic and Orthopedic	
Fire Service Retirement	CCP § 704.110	Devices	CCP § 704.050
	Govt C § 32210	Provisions (for Residence)	CCP § 704.020
Fraternal Organizations		Public Assistance	CCP § 704.170
Funds and Benefits	CCP § 704.130	Welf & I C § 17409	
	CCP § 704.170	Public Employees:	
Fuel for Residence	CCP § 704.020	Death Benefits	CCP § 704.110
Furniture	CCP § 704.020	Pension	CCP § 704.110
General Assignment for		Retirement Benefits	CCP § 704.110
Benefit of Creditors	CCP § 1801	Vacation Credits	CCP § 704.113
Health Aids	CCP § 704.050	Railroad Retirement Benefits	45 USC § 2281
Health Insurance Benefits	CCP § 704.130	Railroad Unemployment	
Home:		Insurance	45 USC § 352(e)
Building Materials	CCP § 704.030	Relocation Benefits	CCP § 704.180
Dwelling House	CCP § 704.740	Retirement Benefits and	
Homestead	CCP § 704.720	Contributions:	
	CCP § 704.730	Private	CCP § 704.115
House trailer	CCP § 704.710	Public	CCP § 704.110
Mobilehome	CCP § 704.710		Ins C § 10498.5
Homestead	CCP § 704.720	Segregated Benefit Funds	Ins C § 10498.6
	CCP § 704.730	Servicemembers Property	50 USC § 523(b)
Household Furnishings	CCP § 704.020	Social Security	42 USC § 407
Insurance:		Social Security Direct Deposit	
Disability Insurance	CCP § 704.130	Account	CCP § 704.080
Fraternal Benefit Society	CCP § 704.110	Strike Benefits	CCP § 704.120
Group Life	CCP § 704.100	Student Aid	CCP § 704.190
Health Insurance Benefits	CCP § 704.130	Tools of Trade	CCP § 704.060
Individual	CCP § 704.100	Transit District Retirement	
Insurance Proceeds—		Benefits (Alameda and Contra	
Motor Vehicle	CCP § 704.010	Costa Counties)	CCP § 704.110
Irrigation System	CCP § 704.040		Pub Util C § 25337
Retirement Benefits	CCP § 704.110	Travelers Check Sales Proceeds	Fin C § 1875
Jewelry		Unemployment Benefits and	
Judges Survivors Benefits		Contributions	CCP § 704.120
(Federal)	28 USC § 376(n)	Uniforms	CCP § 704.080
Legislators Retirement		Vacation Credits (Public	
Benefits	CCP § 704.110	Employees)	CCP § 704.113
	Govt C § 9359.3	Veterans Benefits	38 USC § 3101
Licenses	CCP § 695.060	Veterans Medal of Honor	
	CCP § 720(a)(1)	Benefits	38 USC § 562
Lighthouse Keepers Widows		Wages	CCP § 704.070
Benefits	33 USC § 775		CCP § 705.050
Longshore and Harbor Workers			CCP § 706.051
Compensation or Benefits	33 USC § 916	Welfare Payments	CCP § 704.170
Military Benefits:			Welf & I C § 17409
Retirement	10 USC § 1440	Workers Compensation	
Survivors	10 USC § 1450	Claims or Awards	CCP § 704.180
Military Personnel—Property		Wrongful Death Actions or	
Motor Vehicle (Including	50 USC § 523(b)	Damages	CCP § 704.150
Proceeds)	CCP § 704.010		
	CCP § 704.050		

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): PATRICIA KENNEDY FYFE SBN. 074413 ATTORNEY AT LAW 1801 MURCHISON DRIVE, SUITE 320 BURLINGAME, CA. 94010 TELEPHONE NO.: 650-652-3494 FAX NO. (Optional): 650-652-3497 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): PLAINTIFF MICHAEL ECHEVARRIA		FOR LEVYING OFFICER USE ONLY (Levyng Officer Name and Address)
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO STREET ADDRESS: 400 COUNTY CENTER MAILING ADDRESS: 400 COUNTY CENTER CITY AND ZIP CODE: REDWOOD CITY, CA. 94063 BRANCH NAME: SOUTHERN		
PLAINTIFF/PETITIONER: MICHAEL ECHEVARRIA DEFENDANT/RESPONDENT: THE MILL AT LEBANON, LLC, ET AL.		LEVYING OFFICER FILE NUMBER:
CLAIM OF EXEMPTION (Enforcement of Judgment)		FOR COURT USE ONLY
Copy all the information required above (except the top left space) from the Notice of Levy. The top left space is for your name or your attorney's name and address. The original and one copy of this form must be filed with the levyng officer. DO NOT FILE WITH THE COURT.		
1. My name is: 2. Papers should be sent to: <input type="checkbox"/> me. <input type="checkbox"/> my attorney (I have filed with the court and served on the judgment creditor a request that papers be sent to my attorney and my attorney has consented in writing on the request to receive these papers.) at the address <input type="checkbox"/> shown above <input type="checkbox"/> following (specify):		CASE NUMBER: CIV 463092

3. ☐ I am not the judgment debtor named in the notice of levy. The name and last known address of the judgment debtor is (specify):
4. The property I claim to be exempt is (describe):
5. The property is claimed to be exempt under the following code and section (specify):
6. The facts which support this claim are (describe):
7. ☐ The claim is made pursuant to a provision exempting property to the extent necessary for the support of the judgment debtor and the spouse and dependents of the judgment debtor. A Financial Statement form is attached to this claim.
8. ☐ The property claimed to be exempt is
- ☐ a motor vehicle, the proceeds of an execution sale of a motor vehicle, or the proceeds of insurance or other indemnification for the loss, damage, or destruction of a motor vehicle.
 - ☐ tools, implements, materials, uniforms, furnishings, books, equipment, a commercial motor vehicle, a vessel, or other personal property used in the trade, business or profession of the judgment debtor or spouse.
 - all other property of the same type owned by the judgment debtor, either alone or in combination with others, is (describe):
9. ☐ The property claimed to be exempt consists of the loan value of unexpired life insurance policies (including endowment and annuity policies) or benefits from matured life insurance policies (including endowment and annuity policies). All other property of the same type owned by the judgment debtor or the spouse of the judgment debtor, either alone or in combination with others, is (describe):

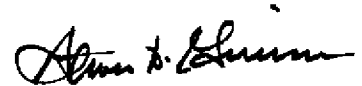
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

Page 1 of 1



CLERK OF THE COURT

1 **ANOT**
2 Elizabeth Brickfield, Nev. Bar No. 6236
3 Lionel Sawyer & Collins
4 300 South 4th Street, Suite 1700
5 Las Vegas, NV 89101
6 (702) 383-8888 (phone)
7 (702) 383-8845 (fax)
8 cbrickfield@lionelsawyer.com

6 *Attorneys for Former Guardian*
7 *Angel Echevarria*

8 DISTRICT COURT, FAMILY COURT

9 CLARK COUNTY, NEVADA

10 In the Matter of the Guardianship of the Person
11 and Estate of

12 JEAN R. ECHEVARRIA,

13 an adult ward.

CASE NO.: 04-G-027262

DEPT. NO.: F (Guardianship)

AMENDED NOTICE OF HEARING

Date: March 12, 2014

Time: 9:00 a.m.

16 NOTICE IS HEREBY GIVEN to all persons interested in the guardianship of the person
17 and estate of the above-named adult ward, that on the 12th day of March, 2014, at the hour of 9:00
18 a.m., in the Family Court and Service Center in Guardianship Court which is located at 601 N.
19 Pecos, Las Vegas, Nevada, 89101, is hereby set as the time and place by the court for the hearing
20 on **PETITION BY LIONEL SAWYER & COLLINS FOR AN ORDER FOR**
21 **DISTRIBUTION OF ESTATE FUNDS**, filed by Former Guardian Angel Echevarria, at which
22 time all persons interested in said matter are notified then and there to appear and show cause, if
23 any they have, why said Petition should not be granted.

24 Reference is hereby made to said **PETITION BY LIONEL SAWYER & COLLINS**
25 **FOR AN ORDER FOR DISTRIBUTION OF ESTATE FUNDS**, on file herein, for further
26 particulars.
27
28

1
2 YOU DO NOT NEED TO APPEAR UNLESS YOU WISH TO FILE AN OBJECTION.

3 Dated this 27th day of February, 2014.

4 LIONEL SAWYER & COLLINS

5 By: 

6 Elizabeth Brickfield, Nev. Bar No. 6236

7 Lionel Sawyer & Collins

8 300 South 4th Street, Suite 1700

9 Las Vegas, NV 89101

10 *Attorneys for Former Guardian and Trustee Angel Echevarria*

11 **CERTIFICATE OF SERVICE**

12 Pursuant to Nevada Rule of Civil Procedure 5(b), I hereby certify that I am an employee
13 of LIONEL SAWYER & COLLINS and that on this 27th day of February, 2014, I caused
14 documents entitled AMENDED NOTICE OF HEARING to be served as follows:

15 [x] by depositing same for mailing in the United States Mail, in a sealed envelope
16 addressed to:

17 Elyse M. Tyrell, Esq.

18 TRENT, TYRELL & ASSOCIATES

19 11920 Southern Highlands Pkwy., Suite 201

20 Las Vegas, NV 89141

21 *Attorney for the Guardian of the Estate and Successor Trustee of the Ward's*
22 *Living Trust, Robert L. Ansara*

23 Angel Echevarria

24 Anthony Echevarria

25 12 Desert Highlands Dr.

26 Henderson, NV 89052

27 Michael Echevarria

28 106332 Penrose St.

Sun Valley CA 91352-2013

Robert Echevarria

P. O. Box 5496

Mohave Valley, AZ 86446

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Michael T. Echevarria
Tersa Echevarria
c/o Paula Cunningham
P. O. Box 341
La Canada, CA 91012

Ana Echevarria
Amanda Echevarria
c/o Anthony Echevarria
12 Desert Highlands Dr.
Henderson, NV 89052

- ☐ pursuant to Nev. R. Civ. P. 5(b)(2)(D) to be sent via facsimile as indicated:
- ☐ to be hand delivered to:
- and/or
- ☐ by the Court's ECF System through Wiznet.



An Employee of
LIONEL SAWYER & COLLINS

Alvin L. Lamm

CLERK OF THE COURT

AFFT
Lionel, Sawyer & Collins
Elizabeth Brickfield, Esq.
300 S. Fourth St., #1700
Las Vegas, NV 89101
State Bar No.: 6236
Attorney(s) for: Former Guardian Angel Echevarria

DISTRICT COURT FAMILY DIVISION
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the Person and Estate of Jean R.
Echevarria, an adult ward

Case No.: 04-G-027262
Dept. No.: E (GUARDIANSHIP)
Date: February 27, 2014
Time: 1:30 p.m.

AFFIDAVIT OF SERVICE

Jorge Rivera, being duly sworn deposes and says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age and not a party to or interested in the proceeding in which this affidavit is made. The affiant received 1 copy(ies) of the Petition by Lionel Sawyer & Collins for an Order for Distribution of Estate Funds; Application for an Order Shortening Time for Hearing the Petition by Lionel Sawyer & Collins for an Order for Distribution of Estate Funds on the 24th day of February, 2014 and served the same on the 24th day of February, 2014 at 4:56PM by delivering and leaving a copy with the Defendant(s), Michael Echevarria at 10632 Penrose St., Sun Valley CA 91352-2013.

State of California, County of Los Angeles,

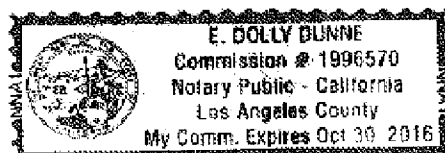
Subscribed and sworn (or Affirmed)

Before me on this 27th day of February, 2014, by

Jorge Rivera
proved to me on the basis of satisfactory evidence

to be the person(s) who appeared before me.

Signature E. Dolly Dunne
(Seal)



Jorge Rivera
Affiant: Jorge Rivera

WorkOrderNo 1401849

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1 **NOH**

2 Elizabeth Brickfield, Nev. Bar No. 6236

3 Lionel Sawyer & Collins

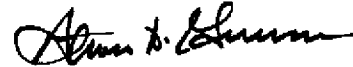
300 South 4th Street, Suite 1700

Las Vegas, NV 89101

(702) 383-8888 (phone)

(702) 383-8845 (fax)

cbrickfield@lionelsawyer.com



CLERK OF THE COURT

6 *Attorneys for Former Guardian*

7 *Angel Echevarria*

8 DISTRICT COURT, FAMILY COURT

9 CLARK COUNTY, NEVADA

10 In the Matter of the Guardianship of the Person
11 and Estate of

12 JEAN R. ECHEVARRIA,

13 an adult ward.

CASE NO.: 04-G-027262

DEPT. NO.: E (Guardianship)

NOTICE OF HEARING

Date: April 9, 2014

Time: 10:00 a.m.

16 NOTICE IS HEREBY GIVEN to all persons interested in the guardianship of the person
17 and estate of the above-named adult ward, that on the 9th day of April, 2014, at the hour of 10:00
18 a.m., in the Family Court and Service Center in Guardianship Department E which is located at
19 601 N. Pecos, Las Vegas, Nevada, 89101, is hereby set as the time and place by the court for the
20 hearing on **PETITION FOR DISGORGEMENT OF FUNDS AND PRO RATA**
21 **DISBURSEMENT**, at which time all persons interested in said matter are notified then and there
22 to appear and show cause, if any they have, why said Petition should not be granted.

23 Reference is hereby made to said **IN SUPPORT OF PETITION FOR**
24 **DISGORGEMENT OF FUNDS AND PRO RATA DISBURSEMENT**, on file herein, for
25 further particulars.
26
27
28

1 YOU DO NOT NEED TO APPEAR UNLESS YOU WISH TO FILE AN OBJECTION.

2 Dated this 24th day of March, 2014.

3 LIONEL SAWYER & COLLINS

4 By: 

Elizabeth Brickfield, Nev. Bar No. 6236

Lionel Sawyer & Collins

300 South 4th Street, Suite 1700

Las Vegas, NV 89101

Attorneys for Former Guardian and Trustee Angel Echevarria

5
6
7
8
9 **CERTIFICATE OF SERVICE**

10 Pursuant to Nevada Rule of Civil Procedure 5(b), I hereby certify that I am an employee
11 of LIONEL SAWYER & COLLINS and that on this 24 day of March, 2014, I caused
12 documents entitled NOTICE OF HEARING to be served as follows:

13
14 ☒ by depositing same for mailing in the United States Mail, in a sealed envelope
15 addressed to:

16 Elyse M. Tyrell, Esq.

TRENT, TYRELL & ASSOCIATES

11920 Southern Highlands Pkwy., Suite 201

Las Vegas, NV 89141

18 Attorney for the Guardian of the Estate and Successor Trustee of the Ward's
19 Living Trust, Robert L. Ansara

20 Angel Echevarria

Anthony Echevarria

12 Desert Highlands Dr.

Henderson, NV 89052

23 Michael Echevarria

106332 Penrose St.

Sun Valley CA 91352-2013

25 Robert Echevarria

P. O. Box 5496

Mohave Valley, AZ 86446

27 Michael T. Echevarria

28 Tersa Echevarria

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c/o Paula Cunningham
P. O. Box 341
La Canada, CA 91012


Ana Echevarria
Amanda Echevarria
c/o Anthony Echevarria
12 Desert Highlands Dr.
Henderson, NV 89052

☐ pursuant to Nev. R. Civ. P. 5(b)(2)(D) to be sent via facsimile as indicated:

☐ to be hand delivered to:

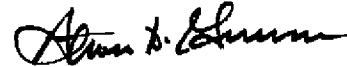
and/or

☐ by the Court's ECF System through Wiznet.


An Employee of
LIONEL SAWYER & COLLINS

EXPP

Elizabeth Brickfield, NSB # 6236
Lionel Sawyer & Collins
300 South 4th Street, Suite 1700
Las Vegas, NV 89101
(702) 383-8888 (phone)
(702) 383-8845 (fax)
ebrickfield@lionelsawyer.com



CLERK OF THE COURT

*Attorneys for Former Guardian
Angel Echevarria*

**DISTRICT COURT, FAMILY COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship of the
Person and Estate of

JEAN R. ECHEVARRIA,

an adult ward.

CASE NO.: 04-G-027262
DEPT. NO.: E (Guardianship)

**EX PARTE PETITION FOR ORDER TO
ISSUE CITATION TO APPEAR AND
SHOW CAUSE**


Angel Echevarria ("Angel"), the former Guardian of her mother, Jean R. Echevarria (the "Ward"), by and through counsel Elizabeth Brickfield of Lionel Sawyer & Collins (sometimes referred to as "LSC"), hereby files this Ex Parte Petition for an Order to Issue Citation to Appear and Show Cause for Michael Echeverria ("Michael"), to personally appear before the Court and show cause, if any: (i) for his failure to obey this Court's August 15, 2012 order for the Guardian to use Estate funds of \$3,000.00/month to pay on a *pro rata* basis certain amounts owed to himself, the Guardian, the Guardian's legal counsel, and Angel Echevarria's legal counsel; (ii) for his disobedience to the same order by enforcing your lien on the real property located at 333-353 Hatch Drive, Foster City, California 94404, in which the Ward's Trust had a partnership interest, thereby taking all funds that would go to the Ward's estate; and (iii) why he should not be ordered to disgorge the funds he received in partial satisfaction of his lien on the real property located at 333-353 Hatch Drive, Foster City, California 94404. Angel also requests that this

1 Court enter an order disgorging Michael of the funds he received from the sale proceeds of the
2 real property located at 333-353 Hatch Drive, Foster City, California 94404, and providing for a
3 *pro rata* distribution of said funds between (1) the Guardian, (2) the Guardian's counsel, (3)
4 Michael, and (4) Angel's counsel.

5 This Petition is based on the papers and pleadings on file in this action and the Affidavit
6 of Elizabeth Brickfield, Esq., filed herewith. A proposed citation is attached here as Exhibit A.

7 Dated this 24th day of March, 2014.

8 LIONEL SAWYER & COLLINS

9
10 By: 
11 Elizabeth Brickfield, Esq., NSB # 6236
12 1700 Bank of America Plaza
13 300 South Fourth Street
14 Las Vegas, Nevada 89101
15 *Attorneys for Former Guardian Angel*
16 *Echevarria*

17 **AFFIDAVIT OF ELIZABETH BRICKFIELD, ESQ., IN SUPPORT OF EX PARTE**
18 **PETITION FOR ORDER TO ISSUE CITATION TO APPEAR AND SHOW CAUSE**

19 STATE OF NEVADA)
20) ss
21 COUNTY OF CLARK)

22 ELIZABETH BRICKFIELD, ESQ., being duly sworn deposes and says:

23 1. I am an attorney with Lionel Sawyer & Collins ("LSC") and am counsel for Angel
24 Echevarria ("Angel"). I am licensed to practice law in all courts in the State of Nevada. I make
25 this Affidavit in support of Angel's Ex Parte Petition for Order to Appear and Show Cause (the
26 "Petition").

27 2. I have personal knowledge of the facts and circumstances of this case and would
28 be competent to testify to the matters as articulated here. For those facts to which I have no
personal knowledge, I believe them to be true.

3. On May 8, 2007, this Court entered an Order Granting Petition for Approval of
Attorney's Fees and Costs; Petition for Reimbursement of Fees Paid to Flyse Tyrell, Esq., As
Guardian Ad Litem (the "5/8/07 Order"), wherein the Court ordered the Guardian to pay LSC

1 \$56,457.05 for fees and costs incurred from December 1, 2004 through March 29, 2007

2 4. On May 16, 2007, Michael Echevarria, by and through counsel Cary Payne, Esq.,
3 filed a Notice Of Lien and Judgment, regarding his lien on the real property located at 12 Desert
4 Highlands Drive, Henderson, Nevada (the "California Property"), in which property the Ward's
5 Trust has a partnership interest.¹ Michael obtained this judgment in a suit against his own
6 mother.

7 5. On April 7, 2009, this Court entered an Order Approving Attorney Fees and
8 Authorizing Payment of Attorney Fees and Costs (the "4/7/09 Order"), ordering the Guardian,
9 Mr. Ansara, to pay Lionel Sawyer & Collins \$46,575.10 for fees and costs incurred from March
10 29, 2007 through March 4, 2009. Therein, the Court ordered payment of the same on a "pro
11 rata" basis with fees and costs awarded to Mr. Ansara and Mr. Ansara's counsel, Trent Tyrell &
12 Phillips.

13 6. In an Order Giving Instructions entered on August 15, 2012 (the "8/15/12
14 Order"), the Court re-confirmed the foregoing obligations. Therein, the Court ordered the
15 Guardian to use Estate funds of \$3,000.00/month to pay on a pro rata basis certain amounts owed
16 to himself, his legal counsel (Trent, Tyrell & Associates), LSC (\$103,032.10), and Michael
17 Echevarria ("in the original amount of \$625,814.00 + 10% interest per year, for a judgment
18 which was secured by him.").

19 7. Michael Echevarria agreed to the 4/7/09 and 8/15/12 Orders because neither he
20 nor his counsel appealed the same.

21 8. On May 15, 2013, Michael, in proper person, filed an Affidavit of Renewal of
22 Judgment Pursuant to NRS 17.214, for a \$1,096,657 "judgment against Jean R. Echevarria Trust
23 and Jean Echevarria jointly and severally"

24 9. On December 6, 2013, the Guardian filed a Report to Court Regarding Sale of
25

26 ¹ In an order dated January 7, 2005, this Court found that it has jurisdiction of the Jean
27 Ruth Echevarria Trust dated May 30, 2000 (the "2000 Trust"), and that it has "general
28 jurisdiction over the person of Michael Echevarria in that he submitted to this Court's jurisdiction
by coming before this Court to seek his appointment as Temporary and General Guardian of the
Estate" The court assumed jurisdiction over the 2000 Trust as a proceeding in rem.

1 Ward's Trust Asset, wherein the Guardian reported to the Court on the terms of the sale of the
2 Trust's partnership interest in and to the California Property. Therein, the Guardian reported that
3 the sale price of the California Property was \$6,570,000, and that because Michael secured a
4 judgment and recorded a lien against the California Property, his lien would be partially satisfied
5 through the sale. Whereas the Ward would not receive any cash from the California Property
6 sale, the Guardian reported that Michael Echevarria "agreed to assist in funding the guardianship
7 estate so as to provide for the ward's basic needs."

8 10. In an Order filed on January 13, 2014, this Court approved and ratified the
9 Guardian's actions in selling the California Property and authorized and directed the sale thereof.
10 At the December 18, 2013 hearing on the sale of the California Property, this Court discussed
11 Michael's lien and Michael's offer to voluntarily assist in the Ward's financial support.

12 11. According to Mr. Ansara, after satisfaction of the existing mortgage, transaction
13 costs, and IRS lien, all of the leftover sale proceeds—i.e., over \$200,000—was paid to Mr.
14 Echevarria to partially satisfy his general-creditor claim. None of the sale proceeds remain to be
15 distributed in accordance with this Court's prior 5/8/07, 4/7/09, and 8/15/12 Orders.

16 12. Michael Echevarria defiantly disobeyed this Court's previous orders, which he
17 agreed to, for a *pro rata* distribution of funds of the Ward's estate when he enforced his judgment
18 lien on the California Property.

19 13. For the foregoing reasons, this Court should grant Angel's Petition for Order to
20 Appear and Show Cause and issue an Order to Show Cause and Citation requiring Michael
21 Echevarria to personally appear before the Court and show cause, if any: (i) for his failure to
22 obey this Court's August 15, 2012 order for the Guardian to use Estate funds of \$3,000.00/month
23 to pay on a *pro rata* basis certain amounts owed to himself, the Guardian, the Guardian's legal
24 counsel, and Angel Echevarria's legal counsel; (ii) for his disobedience to the same order by
25 enforcing your lien on the real property located at 333-353 Hatch Drive, Foster City, California
26 94404, in which the Ward's Trust had a partnership interest, thereby taking all funds that would
27 go to the Ward's estate; and (iii) why he should not be ordered to disgorge the funds he received
28


1 in partial satisfaction of his lien on the real property located at 333-353 Hatch Drive, Foster City,
2 California 94404.

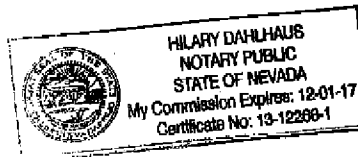
3 14. This Court should also enter an order disgorging Michael of the funds he received
4 from the sale proceeds of the real property located at 333-353 Hatch Drive, Foster City,
5 California 94404, and providing for a *pro rata* distribution of said funds between (1) the
6 Guardian, (2) the Guardian's counsel, (3) Michael, and (4) Angel's counsel.

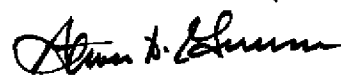
7 Dated this 24 day of March, 2014.

8
9
10 
11 ELIZABETH BRICKFIELD, ESQ.

12 SUBSCRIBED and SWORN to before
13 me this 24 day of March, 2014.

14 
15 Notary Public
16 My commission expires:





CLERK OF THE COURT

MPET

Elizabeth Brickfield, NSB # 6236

Lionel Sawyer & Collins

300 South 4th Street, Suite 1700

Las Vegas, NV 89101

(702) 383-8888 (phone)

(702) 383-8845 (fax)

cbrickfield@lionelsawyer.com

Attorneys for Former Guardian Angel Echevarria

**DISTRICT COURT, FAMILY COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship of the
Person and Estate of

JEAN R. ECHEVARRIA,

an adult ward.

CASE NO.: 04-G-027262

DEPT. NO.: E (Guardianship)

**PETITION FOR DISGORGEMENT OF
FUNDS AND PRO RATA DISBURSEMENT**

Elizabeth Brickfield of Lionel Sawyer & Collins (sometimes referred to as "LSC"), counsel of record for Angel Echevarria ("Angel"), the former Guardian of her mother, Jean R. Echevarria (the "Ward"), hereby files this Petition for Disgorgement of Funds and Pro Rata Disbursement (the "Petition").

This Petition is based on the attached Memorandum of Points and Authorities, the Affidavit of Elizabeth Brickfield, Esq., attached here as **Exhibit 1**,¹ any other exhibits attached hereto, all papers and pleadings on file herein, and any oral argument received by the Court.

Dated this 24th day of March, 2014.

LIONEL SAWYER & COLLINS

By: 

Elizabeth Brickfield, Esq., NSB # 6236

1700 Bank of America Plaza

300 South Fourth Street

Las Vegas, Nevada 89101

Attorneys for Former Guardian Angel Echevarria

¹ "If a contempt is not committed in the immediate view and presence of the court or judge . . . , an affidavit must be presented to the court or judge of the facts constituting the contempt" Nev. Rev. Stat. 22.030(2).

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Despite this Court's order for *pro rata* distribution of funds of the Ward's estate to the Guardian, the Guardian's counsel, Angel's counsel, and Michael Echevarria ("Michael"), Michael, the Ward's son, insisted on enforcing his lien in the sale of certain real property in which his mother's trust had a partnership interest, despite the fact that the lien was the result of a judgment and wholly unrelated to the real property, thereby taking all the funds from the sale so no funds entered the Ward's Estate. Now, Michael wants to enforce the remainder of that judgment lien on his mother's guardianship estate. Given this Court's inherent authority to enforce its orders, this Court should enter an Order to Show Cause, as requested in the Ex Parte Petition for an Order to Issue Citation to Appear and Show Cause filed by Angel, citing Michael to appear before this Court to answer for his actions in violation of this Court's instruction (and Michael's agreement to that instruction) and to disgorge the funds he defiantly insisted on receiving. This Court should then order *pro rata* disbursement of said funds in compliance with this Court's previous orders.

II. STATEMENT OF FACTS

A. The Trust

In an order dated January 7, 2005, this Court found that it has jurisdiction of the Jean Ruth Echevarria Trust dated May 30, 2000 (the "2000 Trust"), and that it has "general jurisdiction over the person of Michael Echevarria in that he submitted to this Court's jurisdiction by coming before this Court to seek his appointment as Temporary and General Guardian of the Estate" See 1/7/05 order attached here as Exhibit 2, at 2:15-16, 2:26-3:5. The court assumed jurisdiction over the 2000 Trust as a proceeding in rem. See *id.* at 4:3-5.

B. Michael's Judgment and Lien

On January 2, 2007, the Chancery Court of Wilson County, Tennessee at Lebanon entered an Order awarding Michael a judgment against the Trust, the Ward, and the Mill at Lebanon, LLC, in the approximate amount of \$702,175.00. See Order attached here as Exhibit

3. This judgment was based upon Michael *suing his own mother* for breach of contract, unjust

1 enrichment, quantum meruit, and for restoration and possession of personal residence and
2 returning of personal items. *See id.*

3 On May 18, 2007, the Superior Court of San Mateo County, California, entered a
4 judgment against the Trust, the Ward, and the Mill at Lebanon, LLC, in favor of Michael, in the
5 amount of \$702,175.00. *See* Judgment attached here as **Exhibit 4**. On May 16, 2007, Michael,
6 by and through counsel Cary Payne, Esq., filed a *Notice Of Lien and Judgment*, regarding his
7 lien on the real property located at 12 Desert Highlands Drive, Henderson, Nevada. *See*
8 *generally* Register of Actions attached here as **Exhibit 5**.

9 On May 15, 2013, Michael, in proper person, filed an Affidavit of Renewal of Judgment
10 Pursuant to NRS 17.214, for a \$1,096,657 "judgment against Jean R. Echevarria Trust and Jean
11 Echevarria jointly and severally" *See generally id.*

12 **C. Prior Fee Awards**

13 The Court has issued at least two Orders ordering the Estate to pay Angel's attorneys' fees
14 and costs to her counsel of record, Lionel Sawyer & Collins. Those Orders include:

- 15 (a) an *Order Granting Petition for Approval of Attorney's Fees and Costs; Petition*
16 *for Reimbursement of Fees Paid to Elyse Tyrell, Esq., As Guardian Ad Litem*
17 *entered on May 8, 2007 (the "5/8/07 Order", attached here as **Exhibit 6**). The*
18 *Court ordered the Guardian to pay LSC \$56,457.05 for fees and costs incurred*
19 *from December 1, 2004 through March 29, 2007; and*
20 (b) an *Order Approving Attorney Fees and Authorizing Payment of Attorney Fees*
21 *and Costs entered on April 7, 2009 (the "4/7/09 Order", attached here as **Exhibit***
22 *7), ordering the Guardian to pay LSC \$46,575.10 for fees and costs incurred from*
23 *March 29, 2007 through March 4, 2009. **Therein, the Court ordered payment***
24 *of the same on a "pro rata" basis with fees and costs awarded to Mr. Ansara*
25 *and Mr. Ansara's counsel, Trent Tyrell & Phillips. **See id.***

26 The total amount due and payable to LSC pursuant to the 5/8/07 and 4/7/09 Orders is
27 \$103,032.15.

28 Additionally, in an *Order Giving Instructions* entered on August 15, 2012 (the "8/15/12
Order"), attached here as **Exhibit 8**, the Court re-confirmed the foregoing obligations. Therein,
the Court ordered the Guardian to use Estate funds of \$3,000.00/month to pay on a *pro rata* basis
certain amounts owed to himself, his legal counsel (Trent, Tyrell & Associates), LSC

1 (\$103,032.10²), and Michael Echevarria ("in the original amount of \$625,814.00 + 10% interest
2 per year, for a judgment which was secured by him.").³ See *id.* **Michael agreed to the 4/7/09**
3 **and 8/15/12 Orders because neither he nor his counsel appealed the same.** See generally Ex.
4 4.

5 LSC is still owed virtually the entire sum. The firm has received payments totaling
6 \$6,420.00, or 6.2% of the total obligation.⁴ The current amount due and payable to LSC is
7 **\$96,612.10.**

8 **D. Sale of Property; Operating Account**

9 On December 6, 2013, the Guardian filed a *Report to Court Regarding Sale of Ward's*
10 *Trust Asset*, attached here as **Exhibit 9**, wherein the Guardian reported to the Court on the terms
11 of the sale of the Trust's partnership interest in and to the real property located at 333-353 Hatch
12 Drive, Foster City, California 94404 (the "California Property"). Therein, the Guardian reported
13 that the sale price of the California Property was \$6,570,000, and that because Michael secured a
14 judgment and recorded a lien against the California Property, his lien would be partially satisfied
15 through the sale. Whereas the Ward would not receive any cash from the California Property
16 sale, the Guardian reported that Michael Echevarria "agreed to assist in funding the guardianship
17 estate so as to provide for the ward's basic needs."

18 In an Order filed on January 13, 2014, this Court approved and ratified the Guardian's
19 actions in selling the California Property and authorized and directed the sale thereof. At the
20 December 18, 2013 hearing on the sale of the California Property, this Court discussed Michael's
21 lien and Michael's offer to voluntarily assist in the Ward's financial support. See 12/18/13
22 Hearing Minutes attached here as **Exhibit 10**. Upon information and belief, the sale of the
23 California Property closed on or around February 7, 2014.

24
25 ² In what is likely a clerical error, that amount is off by five cents (5¢).

26 ³ Despite Michael's claim having a lower priority vis-à-vis administrative expenses owed to the Guardian,
his counsel, and LSC, Michael received a six-figure payout after the sale of the California Property.

27 ⁴ The Guardian and his counsel have received payments from time to time. For example, Exhibit 2 to the
28 *Sixth Account and Report of Guardian and Petition for Payment of Fees* entered on January 10, 2014
indicates that Trent Tyrell & Phillips has received \$20,721.63, or approximately 50% of its total fees and
costs.

1 According to Mr. Ansara, after satisfaction of the existing mortgage, transaction costs,
2 and IRS lien, all of the leftover sale proceeds—i.e., over \$200,000—was paid to Mr. Echevarria
3 to partially satisfy his general-creditor claim. *See* Ex. 8. None of the sale proceeds remain to be
4 distributed in accordance with this Court's prior 5/8/07, 4/7/09, and 8/15/12 Orders.

5 The Trust holds an operating account associated with the California Property (the
6 "Operating Account"). Upon information and belief, that Operating Account holds a substantial
7 amount of funds, although not enough funds to fully satisfy the existing liabilities owed to Mr.
8 Ansara, his counsel, and LSC. According to the Guardian, that Operating Account is the final
9 asset of any value in the Ward's Estate. After the liquidation of the funds in that Account, there
10 will be nothing left to make the payments previously ordered by this Court.

11 **E. Petition for Distribution**

12 On February 14, 2014, Angel, by and through LSC, filed a *Petition for an Order for*
13 *Distribution of Estate Funds* (the "Distribution Petition"). Therein, Angel requested that this
14 Court take immediate possession and control of the remaining funds in the Operating Account
15 and to stop any pending or future payments from such funds to any third parties for any reason
16 whatsoever; distribute *pro rata* the funds of the Operating Account to the Guardian, his counsel
17 Trent, Tyrell & Associates, and LSC (in the amount of \$96,612.10) until such time as all debts to
18 those administrative creditors are satisfied or all such funds are distributed; and order the
19 Guardian to file an accounting and report summarizing the application and liquidation of all
20 proceeds from the sale of the California Property and the funds in the Operating Account.

21 On March 12, 2014, this Court held a hearing on the Distribution Petition, where the
22 Court conditionally granted the Distribution Petition, subject to the review and agreement by
23 counsel of the specific amounts to be paid. *See* 3/12/14 Hearing Minutes attached here as
24 **Exhibit 11**. The Court also "engaged in discussion regarding the completion of sale of the
25 building in California; the subsequent recognition of Michael Echevarria's lien on the property;
26 and the distribution of the funds from the sale." *See id.*

27 ///

28 ///

1 **III. LEGAL ARGUMENT**

2 As set forth below, this Court should order (1) Michael Echevarria to disgorge the funds
3 he received in disobedience to this Court's orders, which he agreed to, for *pro rata* distribution of
4 funds of the Ward's estate when he enforced his judgment lien on the California Property, and (2)
5 the *pro rata* distribution of said funds pursuant to this Court's previous orders.

6 **A. THIS COURT HAS INHERENT POWER TO ENFORCE ITS ORDER.**

7 NRS 1.210(3) provides that every court has the power "[t]o compel obedience to its
8 lawful judgments, orders and process, and to the lawful orders of its judge out of court in an
9 action or proceeding pending therein." Nev. Rev. Stat. 1.210(3) (2014). It is well settled in
10 Nevada that district courts possess inherent power to protect and defend their orders.
11 Specifically, "a court has inherent power to protect the dignity and decency of its proceedings
12 and to enforce its decrees . . . Further, courts have inherent power to prevent injustice and to
13 preserve the integrity of the judicial process." *Halverson v. Hardcastle*, 123 Nev. 245, 261-62,
14 163 P.3d 428, 440 (Nev. 2007); *see also Noble v. Noble*, 86 Nev. 459, 463, 470 P.2d 430, 432
15 (Nev. 1970) (*overruled on other grounds by Westgate v. Westgate*, 110 Nev. 1377, 1381, 887
16 P.2d 737, 739 (Nev. 1994)) ("Historically courts have always had the inherent power to maintain
17 and enforce the dignity and decency in their proceedings."); *McCormick v. Sixth Jud. Dist. Court*
18 *in and for Humboldt County*, 67 Nev. 318, 329, 218 P.2d 939, 944 (Nev. 1950) (citing "an
19 attempted interference with the inherent power of the court to enforce its orders and decrees by
20 contempt proceedings"); *In re Chartz*, 85 P. 352, 354 (Nev. 1906) ("The power of courts to
21 punish for contempt and to maintain decency and dignity in their proceedings is inherent, and is
22 as old as courts are old.").

23 Further, NRS 22.010(3) provides in pertinent part:

24 The following acts or omissions shall be deemed contempts: . . .

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

27 Nev. Rev. Stat. 22.010 (2014). "Generally, an order for civil contempt must be grounded upon
28 one's disobedience of an order that spells out 'the details of compliance in clear, specific and

1 unambiguous terms so that such person will readily know exactly what duties or obligations are
2 imposed on him." *Southwest Gas Corp. v. Flintkote Co.*--U. S. Lime Div., 99 Nev. 127, 131, 659
3 P.2d 861, 864 (Nev. 1983) (quoting *Ex Parte Slavin*, 412 S.W.2d 43, 44 (Tex. 1967)).

4 **B. MICHAEL ECHEVARRIA INTENTIONALLY DISOBEYED THIS**
5 **COURT'S ORDER AND SHOULD BE ORDERED TO DISGORGE THE**
6 **FUNDS HE RECEIVED FROM THE SALE OF THE CALIFORNIA**
7 **PROPERTY, TO BE DISTRIBUTED *PRO RATA* AS ORDERED BY THIS**
8 **COURT.**

9 Michael Echevarria knew of this Court's 4/7/09 and 8/15/12 Orders, did not object to the
10 same, and even agreed, according to the Guardian, to support his mother after he took all of the
11 California Property sales funds in defiance of those orders which provided for a *pro rata*
12 distribution of the funds of the Ward's estate to (1) the Guardian, (2) the Guardian's counsel, (3)
13 Michael, and (4) Angel's counsel. Michael breached those orders by defiantly enforcing his
14 judgment lien - which he obtained from suing his own mother in a matter wholly unrelated to the
15 California Property - on the California Property and taking the sales proceeds thereto in partial
16 satisfaction of the judgment. Despite Michael's blatant disregard for this Court's orders, this
17 Court has inherent authority and power to enforce the same and should do so. Specifically, this
18 Court should order Michael to disgorge the funds he received from the sale of the California
19 Property and order a *pro rata* distribution of the same to (1) the Guardian, (2) the Guardian's
20 counsel, (3) Michael, and (4) Angel's counsel.

21 **IV. CONCLUSION**

22 In light of the foregoing, Angel Echevarria respectfully requests that this Court compel
23 Michael Echevarria, as requested in the Ex Parte Petition for an Order to Issue Citation to
24 Appear and Show Cause filed by Angel, to appear and explain to this Court why he defiantly
25 disobeyed this Court's order, which he agreed to, for *pro rata* distribution of funds of the Ward's
26 estate when he enforced his judgment lien on the California Property. Specifically, Michael
27 should appear and show cause, if any: (i) for his failure to obey this Court's August 15, 2012
28 order for the Guardian to use Estate funds of \$3,000.00/month to pay on a *pro rata* basis certain
amounts owed to himself, the Guardian, the Guardian's legal counsel, and Angel Echevarria's

1 legal counsel; (ii) for his disobedience to the same order by enforcing your lien on the real
2 property located at 333-353 Hatch Drive, Foster City, California 94404, in which the Ward's
3 Trust had a partnership interest, thereby taking all funds that would go to the Ward's estate; and
4 (iii) why he should not be ordered to disgorge the funds he received in partial satisfaction of his
5 lien on the real property located at 333-353 Hatch Drive, Foster City, California 94404.

6 Thereafter, this Court should enter an order for Michael Echevarria to disgorge the funds
7 he defiantly insisted on receiving from the proceeds of the sale of the California Property, and
8 order a *pro rata* disbursement of said funds in compliance with this Court's previous orders.

9 Dated this 24th day of March, 2014.

10 LIONEL SAWYER & COLLINS

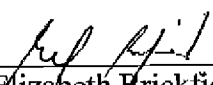
11 By: 
12 Elizabeth Brickfield, Esq., NSB # 6236
13 1700 Bank of America Plaza
14 300 South Fourth Street
15 Las Vegas, Nevada 89101
16 Attorneys for Former Guardian Angel
17 Echevarria
18
19
20
21
22
23
24
25
26
27
28

Exhibit "1"

Exhibit "1"

1 **AFFIDAVIT OF ELIZABETH BRICKFIELD, ESQ., IN SUPPORT OF PETITION FOR**
2 **DISGORGEMENT OF FUNDS AND PRO RATA DISBURSEMENT**

3 STATE OF NEVADA)
4 COUNTY OF CLARK) ss

5 ELIZABETH BRICKFIELD, ESQ., being duly sworn deposes and says:

6 1. I am an attorney with Lionel Sawyer & Collins ("LSC") and am counsel for Angel
7 Echevarria ("Angel"). I am licensed to practice law in all courts in the State of Nevada. I make
8 this Affidavit in support of Angel's Petition for Disgorgement of Funds and Pro Rata
9 Disbursement (the "Petition").

10 2. I have personal knowledge of the facts and circumstances of this case and would
11 be competent to testify to the matters as articulated here. For those facts to which I have no
12 personal knowledge, I believe them to be true.

13 3. On April 7, 2009, this Court entered an Order Approving Attorney Fees and
14 Authorizing Payment of Attorney Fees and Costs, ordering the Guardian, Mr. Ansara, to pay
15 Lionel Sawyer & Collins \$46,575.10 for fees and costs incurred from March 29, 2007 through
16 March 4, 2009. Therein, the Court ordered payment of the same on a "pro rata" basis with fees
17 and costs awarded to Mr. Ansara and Mr. Ansara's counsel, Trent Tyrell & Phillips.

18 4. On May 16, 2007, Michael Echevarria ("Michael"), by and through counsel Cary
19 Payne, Esq., filed a Notice Of Lien and Judgment, regarding his lien on the real property located
20 at 12 Desert Highlands Drive, Henderson, Nevada (the "California Property"), in which property
21 the Ward's Trust has a partnership interest.¹ Michael obtained this judgment in a suit against his
22 own mother.

23 5. In an Order Giving Instructions entered on August 15, 2012, the Court re-
24 confirmed the foregoing obligations. Therein, the Court ordered the Guardian to use Estate

25
26 ¹ In an order dated January 7, 2005, this Court found that it has jurisdiction of the Jean
27 Ruth Echevarria Trust dated May 30, 2000 (the "2000 Trust"), and that it has "general
28 jurisdiction over the person of Michael Echevarria in that he submitted to this Court's jurisdiction
 by coming before this Court to seek his appointment as Temporary and General Guardian of the
 Estate" The court assumed jurisdiction over the 2000 Trust as a proceeding in rem.

1 funds of \$3,000.00/month to pay on a pro rata basis certain amounts owed to himself, his legal
2 counsel (Trent, Tyrell & Associates), LSC (\$103,032.10), and Michael Echevarria ("in the
3 original amount of \$625,814.00 + 10% interest per year, for a judgment which was secured by
4 him.").

5 6. Michael Echevarria agreed to the 4/7/09 and 8/15/12 Orders because neither he
6 nor his counsel appealed the same.

7 7. Notwithstanding the foregoing orders, Michael asserted his judgment lien against
8 the California Property when the property was sold, receiving all of the Ward's proceeds and
9 leaving none for *pro rata* distribution in the Ward's estate per this Court's previous orders.

10 8. For the foregoing reasons, this Court should enter an order disgorging Michael of
11 the funds he received from the sale proceeds of the real property located at 333-353 Hatch Drive,
12 Foster City, California 94404, and providing for a *pro rata* distribution of said funds between (1)
13 the Guardian, (2) the Guardian's counsel, (3) Michael, and (4) Angel's counsel.

14 Dated this 24 day of March, 2014.

15
16 
17 ELIZABETH BRICKFIELD, ESQ.

18
19 SUBSCRIBED and SWORN to before
20 me this 24 day of March, 2014.

21 
22 Notary Public
23 My commission expires: 12-1-17

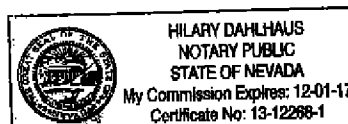


Exhibit "2"

Exhibit "2"

ORIGINAL

FILED

JAN 7 4 20 PM '05

CLERK

ORDG

MARK A. SOLOMON, ESQ.

Nevada State Bar No. 0418

ELIZABETH BRICKFIELD, ESQ.

Nevada State Bar No. 6236

LIONEL SAWYER & COLLINS

1700 Bank of America Plaza

300 South Fourth Street

Las Vegas, Nevada 89101

(702) 383-8888

Attorneys for Angel Echevarria

DISTRICT COURT, FAMILY COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the

Case No. G 27262

Estate of JEAN RUTH ECHEVARRIA,

Dept. No. E

Adult Ward

Date of Hearing: January 5, 2005

Time of Hearing: 9:00 a.m.

ORDER APPOINTING ANGEL ECHEVARRIA AS GENERAL GUARDIAN OF THE PERSON OF JEAN RUTH ECHEVARRIA AND SPECIAL GUARDIAN OF THE ESTATE OF JEAN RUTH ECHEVARRIA; ORDER ASSUMING JURISDICTION OF THE JEAN RUTH ECHEVARRIA TRUST; ORDER DIRECTING THE SALE OF AN ASSET OF THE MILLS AT LEBANON, LLC; ORDER ASSESSING THE FEES OF ELYSE TYRELL, ESQ.; ORDER APPOINTING ELYSE TYRELL AS GUARDIAN AD LITEM.

The Petition of Michael Echevarria and Nevada Fiduciary Services to be appointed as General Guardian of the Estate of Jean Ruth Echevarria and the Opposition of Angel Echevarria to Michael Echevarria's Petition and her Counter-Petition to be Named Guardian or Alternatively to dismiss the proceedings came before the Court.

Present at the hearing were JEAN RUTH ECHEVARRIA, ANGEL ECHEVARRIA, JEAN RUTH ECHEVARRIA's daughter and her counsel of record, ELIZABETH BRICKFIELD, ESQ. of the law firm of LIONEL SAWYER & COLLINS, KIM BOYER, ESQ. of the law firm of BOLICK GOODSELL, on behalf of MICHAEL ECHEVARRIA and NEVADA FIDUCIARY

JAN 07 2005

COUNTY CLERK

CE06

GUARDIANSHIP

JAN 07 2005

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS,
NEVADA 89101
(702) 383-8888

1 SERVICES, who were not present and ELYSE TYRELL, ESQ. of the law firm of PATRICIA
2 TRENT & ASSOCIATES, the investigator appointed by stipulation of the parties.

3 The Court, having considered the pleadings, heard the arguments of Counsel and having
4 interviewed JEAN RUTH ECHEVARRIA in camera made the following findings and orders.

5 The Court finds that JEAN RUTH ECHEVARRIA executed a valid estate plan, including
6 the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust, a Durable Power of Attorney, a Durable
7 Power of Attorney for Health Care and a Nomination of Guardian of her Person under her Last Will
8 and Testament.

9 The Court finds that JEAN RUTH ECHEVARRIA designated ANGEL ECHEVARRIA to
10 serve as Successor Trustee of the JEAN RUTH ECHEVARRIA TRUST; to serve as JEAN RUTH
11 ECHEVARRIA's agent for health care and all general purposes; to serve as Guardian of her Person
12 if necessary and that these designations are valid and in effect.

13 The Court finds that it has jurisdiction of the JEAN RUTH ECHEVARRIA TRUST as a
14 Nevada Trust and that ANGEL ECHEVARRIA is confirmed as successor trustee of the Trust:

15 The Court finds that one hundred percent of the membership interests of the Mill at Lebanon,
16 LLC is owned by the JEAN RUTH ECHEVARRIA TRUST;

17 The Court finds that JEAN RUTH ECHEVARRIA knows and understands the financial
18 conditions that make it in her best interest that the real property which is an asset of the Mills at
19 Lebanon, LLC be sold, as she has invested hundreds of thousands of dollars in the property; the
20 property is in poor condition and would require the replacement of the roof; the property is in
21 foreclosure and back taxes are owing;

22 The Court finds that it has general jurisdiction over the person of MICHAEL ECHEVARRIA
23 in that he submitted to this Court's jurisdiction by coming before this Court to seek his appointment
24

1 as Temporary and General Guardian of the Estate of JEAN RUTH ECHEVARRIA and placing the
2 issue of the sale of the real property owned by the Mills at Lebanon, LLC before this Court and that
3 any claims he is asserting against the Mills at Lebanon, LLC are claims that are properly before this
4 Court in this proceeding as one hundred percent of the membership interest in the Mills at Lebanon,
5 LLC is an asset of the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust;

6
7 The Court respectfully offers its suggestion to the Tennessee Court that in the name of
8 judicial economy and efficiency the Guardianship Court of the Eighth Judicial District Court, Clark
9 County, Nevada having all parties and the issues before it is the more appropriate forum for the
10 resolution of all issues relating to any claims being made by MICHAEL ECHEVARRIA that he has
11 an interest as a creditor of the Mills at Lebanon, LLC;

12
13 The Court respectfully notifies the Tennessee Court that the Guardianship Court of the Eighth
14 Judicial District Court, Clark County, Nevada is prepared to hold the proceeds from the sale of the
15 Mills at Lebanon, LLC real property in escrow pending resolution by the Guardianship Court of any
16 claims of MICHAEL ECHEVARRIA against such assets;

17
18 The Court finds that the privacy of JEAN RUTH ECHEVARRIA is to be respected and that
19 her financial affairs and estate planning documents are to remain protected and private;

20
21 The Court finds that pursuant to NRS 159.046(4) that MICHAEL ECHEVARRIA
22 unnecessarily or unreasonably caused the appointment of ELYSE TYRELL to investigate this matter
23 and is therefore liable for eighty-five percent of the expenses associated with the investigation.

24
25 GOOD CAUSE appearing;

26
27 IT IS HEREBY ORDERED that ANGEL ECHEVARRIA is appointed as Special Guardian
28 of the Estate of JEAN RUTH ECHEVARRIA with the authority to act in accordance with the
provisions of NRS 159.083 and to serve as such without bond;

1 IT IS FURTHER ORDERED that ANGEL ECHEVARRIA is appointed as General Guardian
2 of the Person of JEAN RUTH ECHEVARRIA;

3 IT IS FURTHER ORDERED that the Guardianship Court of the Eighth Judicial District
4 Court of the State of Nevada assumes jurisdiction over the Jean R. Echevarria Trust dated May 30,
5 2000, as a proceeding in rem;

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA
7 is confirmed as Trustee of the Jean R. Echevarria Trust dated May 30, 2000;

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the sale of the assets of
9 the Mills at Lebanon, LLC shall proceed as being in the Ward's best interests;

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA,
11 as successor trustee of the Jean R. Echevarria Trust shall execute all documents to complete the sale
12 of the real property held as an asset of the Mills at Lebanon, LLC;

13 IT IS FURTHER ORDERED ADJUDGED AND DECREED that Michael Echevarria shall
14 not interfere with the sale of the real property held as an asset of the Mills at Lebanon, LLC;

15 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ANGEL ECHEVARRIA
16 shall provide the Guardianship Court with a copy of all estate planning documents for JEAN
17 ECHEVARRIA and that such documents shall be reviewed by the Court in camera and kept
18 confidential;

19 IT IS FURTHER ORDERED ADJUDGED AND DECREED that any financial records,
20 documents, bank statements or copies of such obtained by MICHAEL ECHEVARRIA through
21 subpeona duces tecum or other discovery method shall be deemed subject to a protective order and
22 the discovery shall not be had by him or his counsel. If any such documents have been provided to
23 MICHAEL ECHEVARRIA or his counsel such documents and any copies shall be turned over to
24
25
26
27
28

1 ELIZABETH BRICKFIELD, ESQ. and shall not be released to MICHAEL ECHEVARRIA;

2 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ELYSE TYRELL, ESQ.
3 shall be appointed as Guardian ad Litem in this matter;

4 IT IS FURTHER ORDERED ADJUDGED AND DECREED that eighty five percent of the
5 fees attributable to the services of ELYSE TYRELL, ESQ. as investigator in this matter shall be
6 paid by MICHAEL ECHEVARRIA and fifteen percent of the fees shall be paid from the assets of
7 JEAN RUTH ECHEVARRIA; and

8 IT IS FURTHER ORDERED ADJUDGED AND DECREED that MICHAEL
9 ECHEVARRIA take no action or make any request to any Court, including the Chancery Court of
10 Wilson County, Tennessee at Lebanon in Civil Action No.:04-418, known as Michael A.
11 Echevarria, Plaintiff v. The Mills at Lebanon, LLC, to prevent or stay the payment of the proceeds
12 of such sale to any person, Court or entity other than Angel Echevarria, successor trustee of the Jean
13 R. Echevarria Trust dated May 30, 2000.
14


15 Dated this 7 day of January, 2005.

16 
17 DISTRICT COURT JUDGE

18 For STEVEN E. JONES

19 Submitted by:

20 LIONEL SAWYER & COLLINS

21 By 
22 MARK A. SOLOMON, ESQ.
23 ELIZABETH BRICKFIELD, ESQ.
24 300 South Fourth Street
25 Las Vegas, Nevada 89101
26 Attorneys for Angel Echevarria
27
28

Calendar

CLDR



000000133

Exhibit "3"

Exhibit "3"

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE
AT LEBANON

DEC 28 2006

ENTERED
AT 10:42 AM
JAN 01 2007

MICHAEL A. ECHEVARRIA,
Plaintiff/Counter-Defendant

v.

CASE NO.: 05040

THE MILL AT LEBANON, LLC
Defendant/Counter-Plaintiff

NOTICE OF ENTRY ✓
REQUESTED

and

THE JEAN R. ECHEVARRIA TRUST
Defendant/Counter-Plaintiff

and

JEAN ECHEVARRIA, individually
Defendant/Counter-Plaintiff

ORDER

That this cause came on to be heard upon Michael Echevarria's (hereinafter referred to as "Plaintiff"), Complaint for Breach of Contract, Unjust Enrichment, Quantum Meruit and for Restoration and Possession of Personal Residence and Returning of Personal Items against The Mill at Lebanon, LLC's, The Jean Echevarria Trust, and Jean Echevarria, individually, (hereinafter referred to as "Defendants"), Counter-Complaint filed by Defendants against Plaintiff for Mismanagement, Gross Mismanagement, Misfeasance, Malfeasance, Non-feasance, Breach of Fiduciary Duty, Concealment and Conversion of Funds, and Plaintiff's Answer to Defendants' Counter-Complaint. The matter was heard in the Chancery Court of Wilson County, Tennessee, on November 27th, 28th, 29th, 30th, and December 1st, 2006. At the trial of this matter and based upon the statements of counsel, testimony of numerous witnesses, trial briefs filed by both parties, exhibits entered by both parties and the entire record, the Court finds that:

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That based upon all the proof presented, the Court made specific findings of fact

and conclusions of law which are attached hereto as *Exhibit A* and incorporated herein as if set forth in this Order verbatim.

2. That Plaintiff, Michael Echevarria, is awarded a judgment against the Defendants, The Mill at Lebanon, LLC, The Jean Echevarria Trust and Jean Echevarria, individually, for Eight Thousand (\$8,000.00) Dollars per month in reasonable compensation for his services for the benefit of Defendant from May 24, 2000 to January 25, 2005, with the judgment to draw ten percent (10%) interest from February 3, 2005. That the Court finds that, Plaintiff, Michael Echevarria, received compensation of Nineteen Thousand One Hundred Seventy-Nine Dollars and Forty-Seven Cents (\$19,179.47) from the National Bank of Commerce operating bank account and Eight Thousand Two Hundred Ninety-One Dollars and Eighty-Three Cents (\$8,291.83) from the use of the Discover card and these amounts shall be deducted from the judgment amount. The total judgment amount shall be Four Hundred Ninety-Six Thousand One Hundred Eighteen Dollars and Ninety-Four Cents (\$496,118.94) as total compensation and interest due through December 10, 2006. The interest accrual, thereafter, is \$114.68 per day.
3. That Plaintiff, Michael Echevarria, is awarded a base judgment against Defendants, The Mill at Lebanon, LLC, Jean Echevarria Trust and Jean Echevarria, Individually, in the amount of One Hundred Ten Thousand Four Hundred Nineteen Dollars and Sixty-six Cents (\$110,419.66) as repayment of the monies he loaned Defendants. Said judgment is to draw ten percent (10%) interest from March 3, 2002 for a total judgment, including interest, of One Hundred Sixty-Three Thousand One Hundred Forty-Eight Dollars and Eighty-Three Cents (\$163,148.83) through December 10, 2006. The interest accrual, thereafter, is \$30.25 per day.
4. That Plaintiff was not a tenant of Defendants but a trespasser after his discharge as President. That Defendants owed Plaintiff a duty as to the manner in which they handled his personal property. That Defendants acted indifferently as to the consequences of what happened to Plaintiff's property. That Plaintiff, Michael Echevarria, is awarded a base judgment against the Defendants, The Mill at

Lebanon, LLC, Jean Echevarria Trust and Jean Echevarria, Individually, in the amount of Seventeen Thousand Four Hundred Eighty-five (\$17,485.00) Dollars for his lost/damaged personal property. Said judgment is to draw ten percent (10%) interest from January 25, 2005, for a total judgment, including interest, of Twenty Thousand Seven Hundred Twenty-Eight Dollars and Eleven Cents (\$20,728.11) through December 10, 2006. The interest accrual, thereafter, is \$4.79 per day.

5. That the Court finds that as to Defendants' claims against Plaintiff of mismanagement, gross mismanagement, misfeasance, malfeasance, non-feasance, breach of fiduciary duty, concealment and conversion of funds in the sum of Two Million (\$2,000,000.00) Dollars, that there is no evidence at all in this Court that Plaintiff committed any of these acts and Defendants are not awarded any judgment against Plaintiff.
6. That Defendants are assessed the costs of this cause for which execution may issue.

ENTERED this the 2nd day of January, 2007
December, 2006.

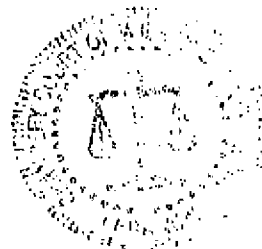
C. K. Smith
C. K. SMITH, CHANCELLOR

APPROVED FOR ENTRY:

Brody Kane
BRODY KANE, #17435
ANGEL KANE, #17434
Attorneys for Plaintiff
133 South College Street
Lebanon, Tennessee 37087
(615) 444-8081

STATE OF TENNESSEE, COUNTY OF WILSON
I hereby certify the foregoing to be a true and
perfect copy of the original instrument on file
in this case.

4th day of January, 2007
BARBARA WEBB, CLERK & MASTER
Barbara Webb D. C&M



CERTIFICATE OF SERVICE

I certify that on the date shown below I have given notice of appearance if required and have served a copy of the above Order on the opposing party by _____ Hand-delivery _____ Facsimile transmission to () - _____ and/or X Mailing a copy via United States Postal Service, postage prepaid, to:

Gary Vandever
Attorney at Law
P. O. Box 642
Lebanon, Tennessee 37088-0642



BRODY KANE

12/20/06

DATE

Exhibit "4"

Exhibit "4"

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): Patricia Kennedy Fyfe SBN. 074413 Attorney at Law 400 Oyster Point Blvd., Suite 436 South San Francisco, CA 94080		TELEPHONE NO.: (650) 952-5205	FOR COURT USE ONLY
ATTORNEY FOR (Name): Judgment Creditor Michael Echevarria			
NAME OF COURT: SAN MATEO COUNTY SUPERIOR COURT			
STREET ADDRESS: 400 County Center			
MAILING ADDRESS: 400 County Center			
CITY AND ZIP CODE: Redwood City, CA 94063-1655			
BRANCH NAME:			
PLAINTIFF: MICHAEL ECHEVARRIA			
DEFENDANT: THE MILL AT LEBANON, LLC, THE JEAN R. ECHEVARRIA TRUST and JEAN ECHEVARRIA			
NOTICE OF ENTRY OF JUDGMENT ON SISTER-STATE JUDGMENT			CASE NUMBER: CW 463092

1. TO JUDGMENT DEBTOR (name): THE MILL AT LEBANON, LLC, THE JEAN R. ECHEVARRIA TRUST and JEAN ECHEVARRIA
2. YOU ARE NOTIFIED
 - a. Upon application of the judgment creditor, a judgment against you has been entered in this court as follows:
 - (1) Judgment creditor (name): MICHAEL ECHEVARRIA
 - (2) Amount of judgment entered in this court: \$ 702,175.00
 - b. This judgment was entered based upon a sister-state judgment previously entered against you as follows:
 - (1) Sister state (name): Tennessee
 - (2) Sister-state court (name and location): Chancery Court of Wilson County, Tennessee at Lebanon
134 S. College St., Lebanon, TN 37087
 - (3) Judgment entered in sister state on (date): January 2, 2007
 - (4) Title of case and case number (specify): MICHAEL A. ECHEVARRIA v. THE MILL AT LEBANON, LLC, et al.
Case No. 05040

3. A sister-state judgment has been entered against you in a California court. Unless you file a motion to vacate the judgment in this court within 30 DAYS after service of this notice, this judgment will be final.
This court may order that a writ of execution or other enforcement may issue. Your wages, money, and property could be taken without further warning from the court.
If enforcement procedures have already been issued, the property levied on will not be distributed until 30 days after you are served with this notice.

Date:

MAY 18 2007

JOHN C. FITTON

Clerk, by

Deputy

4. ☐ NOTICE TO THE PERSON SERVED: you are served

- a. ☐ as an individual judgment debtor.
- b. ☐ under the fictitious name of (specify):
- c. ☐ on behalf of (specify):

Under:

- | | |
|--|---|
| <input type="checkbox"/> CCP 416.10 (corporation) | <input type="checkbox"/> CCP 416.60 (minor) |
| <input type="checkbox"/> CCP 416.20 (defunct corporation) | <input type="checkbox"/> CCP 416.70 (conservatee) |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (individual) |
| <input type="checkbox"/> other: | |

(Proof of service on reverse)

[SEAL]

Form Approved by the
Judicial Branch of California

NOTICE OF ENTRY OF JUDGMENT ON

CCP 1710.30, 1710.40

PROOF OF SERVICE*(Use separate proof of service for each person served)*

1. I served the Notice of Entry of Judgment on Sister-State Judgment as follows:

a. on judgment debtor (name):

b. by serving ☐ judgment debtor☐ other (name and title or relationship to person served):c. ☐ by delivery ☐ at home ☐ at business

(1) date:

(2) time:

(3) address:

d. ☐ by mailing

(1) date:

(2) place:

2. Manner of service (check proper box):

a. ☐ Personal service. By personally delivering copies. (CCP 415.10)b. ☐ Substituted service on corporation, unincorporated association (including partnership), or public entity. By leaving, during usual office hours, copies in the office of the person served with the person who apparently was in charge and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left. (CCP 415.20(a))c. ☐ Substituted service on natural person, minor, conservatee, or candidate. By leaving copies at the dwelling house, usual place of abode, or usual place of business of the person served in the presence of a competent member of the household or a person apparently in charge of the office or place of business, at least 18 years of age, who was informed of the general nature of the papers, and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left. (CCP 415.20(b)) (Attach separate declaration or affidavit stating acts relied on to establish reasonable diligence in first attempting personal service.)d. ☐ Mail and acknowledgment service. By mailing (by first-class mail or airmail, postage prepaid) copies to the person served, together with two copies of the form of notice and acknowledgment and a return envelope, postage prepaid, addressed to the sender. (CCP 415.30) (Attach completed acknowledgment of receipt.)e. ☐ Certified or registered mail service. By mailing to an address outside California (by first-class mail, postage prepaid, requiring a return receipt) copies to the person served. (CCP 415.40) (Attach signed return receipt or other evidence of actual delivery to the person served.)f. ☐ Other (specify code section):☐ Additional page is attached.

3. The "Notice to the Person Served" was completed as follows:

a. ☐ as an individual judgment debtor.b. ☐ as the person sued under the fictitious name of (specify):c. ☐ on behalf of (specify):under: ☐ CCP 416.10 (corporation)
☐ CCP 416.20 (defunct corporation)
☐ CCP 416.40 (association or partnership)☐ CCP 416.60 (minor)
☐ CCP 416.70 (conservatee)
☐ CCP 416.90 (individual)☐ other:

4. At the time of service I was at least 18 years of age and not a party to this action.

5. Fee for service: \$

6. Person serving:

a. ☐ California sheriff, marshal, or constable.b. ☐ Registered California process server.c. ☐ Employee or independent contractor of a registered California process server.d. ☐ Not a registered California process server.e. ☐ Exempt from registration under Bus. & Prof. Code 22350(b).

f. Name, address and telephone number and, if applicable, county of registration and number.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(For California sheriff, marshal, or constable use only)
I certify that the foregoing is true and correct.

Date:

Date:

[SJ-110]

(SIGNATURE)

(SIGNATURE)

Exhibit "5"

Exhibit "5"

REGISTER OF ACTIONS**CASE No. 04G027262**

In the Matter of the Guardianship of: Jean Echevarria, Adult Ward(s)

§
§
§
§
§
§
§Case Type: **Guardianship of Adult**Subtype: **Estate Only - Adult**Date Filed: **12/01/2004**Location: **Department E**Cross-Reference Case Number: **G027262****PARTY INFORMATION****Lead Attorneys**Guardian **Echeverria, Angel**
12 DESERT HIGHLAND DRIVE
HENDERSON, NV 89052**Elizabeth Brickfield**
Retained
7023838888(W)Guardian **Nevada Care Mgt**Guardian of Estate **Ansara, Robert L****Elyse M. Tyrell**
Retained
702-382-2210(W)Petitioner **Echevarria, Michael A**
300 NORTH MAPLE STREET
LEBANON, TN 37087**Cary C. Payne**
Retained
702-383-9010(W)Temporary Guardian **Echevarria, Michael A**
300 NORTH MAPLE STREET
LEBANON, TN 37087**Cary C. Payne**
Retained
702-383-9010(W)Ward **Echevarria, Jean R**
12 DESERT HIGHLAND DRIVE
HENDERSON, NV 89052**EVENTS & ORDERS OF THE COURT****DISPOSITIONS**06/22/2007 **Judgment** (Judicial Officer: Norheim, Jon)
Judgment (\$6,111.60, One Time, Attorney Fees Plus Interest)**OTHER EVENTS AND HEARINGS**

12/01/2004 **Petition**
PETITION FOR APPOINTMENT OF TEMPORARY GUARDIANS OF ESTATE ONLY PETITION FOR APPOINTMENT OF GENERAL GUARDIANS OF ESTATE ONLY FEE \$146.00 SCH/PER Date: Blackstone OC:

12/01/2004 **Hearing**
HEARING FOR EXTENSION OF TEMPORARY GUARDIANSHIP SCH/PER Date: 12/08/2004 Blackstone OC: GT

12/01/2004 **Petition**
CITATION (2) SCH/PER Date: 01/05/2005 Blackstone OC: DE

12/01/2004 **Confidential Information Sheet - Guardianship**
RECEIVED: CONFIDENTIAL INFORMATION SHEET/ GUARDIAN SCH/PER Date: Blackstone OC:

12/01/2004 **Order**
EX PARTE ORDER APPOINTING TEMPORARY GUARDIAN AND FOR ISSUANCE OF TEMPORARY LETTERS OF GUARDIANSHIP SCH/PER Date: Blackstone OC:

12/01/2004 **Affidavit**
AFFIDAVIT OF MICHAEL A ECHEVARRIA SCH/PER Date: Blackstone OC:

12/01/2004 **Document Filed**
ACCEPTANCE OF APPOINTMENT AS GUARDIAN SCH/PER Date: Blackstone OC:

12/02/2004 **Notice**
NOTICE OF ENTRY OF ORDER SCH/PER Date: 12/02/2004 Blackstone OC:

12/03/2004 **Certificate of Mailing**
CERTIFICATE OF MAILING SCH/PER Date: 12/03/2004 Blackstone OC: TP

12/07/2004 **Receipt of Copy**
RECEIPT OF COPY SCH/PER Date: 12/07/2004 Blackstone OC:

12/07/2004 **Answer**
OPPOSITION TO APPOINTMENT OF MICHAEL A ECHEVARRIA AND NEVADA CARE MANAGEMENT INC AS TEMPORARY GUARDIANS OF THE ESTATE OF JEAN RUTH ECHEVARRIA PETITION FOR APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE PERSON OF JEAN RUTH ECHEVARRIA OPPOSITION TO APPOINTMENT OF GUARDIAN OF THE ESTATE OR ALTERNATIVELY FOR THE APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE ESTATE SCH/PER Date: 12/07/2004 Blackstone OC:

12/08/2004 **Hearing** (9:00 AM) (Judicial Officer Henry, Jennifer)
HEARING FOR EXTENSION OF TEMPORARY GUARDIANSHIP
Parties Present

12/09/2004 Minutes
 Result: Guardianship Terminated
 12/22/2004 Citation
 Supplemental
 SUPPLEMENT TO OPPOSITION TO APPOINTMENT OF MICHAEL ECHEVARRIA AND OF THE ESTATE REQUEST FOR COURT ORDER
 ADOPTING FINDINGS OF ELYSE TYRELL ESTATE OR ALTERNATIVELY FOR THE APPOINTMENT OF ANGEL ECHEVARRIA AS
 GUARDIAN PERSON OF JEAN RUTH ECHEVARRIA OPPOSITION TO APPOINTMENT OF GUARDIAN OF THE ECHEVARRIA PETITION
 FOR APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE NEVADA CARE MANAGEMENT INC AS TEMPORARY GUARDIANS
 OF THE ESTATE OF JEAN RUTH SCH/PER Date: Blackstone OC:
 12/28/2004 Subpoena
 SUBPOENA DUCES TECUM SCH/PER Date: 12/27/2004 Blackstone OC: SHSV
 01/04/2005 Supplemental
 SUPPLEMENT TO OPPOSITION TO APPOINTMENT OF MICHAEL A ECHEVARRIA AND NEVADA CAREMANAGEMENT INC AS
 TEMPORARY GUARDIANS OF THE ESTATE OF JEAN RUTH ECHEVARRIA PETITION FOR APPOINTMENT OF ANGEL ECHEVARRIA AS
 GUARDIAN OF THE PERSON OF JEAN RUTH ECHEVARRIA OPPOSITION TO APPOINTMENT OF GUARDIAN OF THE ESTATE OR
 ALTERNATIVELY FOR THE APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE ESTATE REQUEST FOR COURT ORDER
 ADOPTING FINDINGS OF ELYSE TYRELL SCH/PER Date: Blackstone OC:
 01/05/2005 Citation (9:00 AM) (Judicial Officer Henry, Jennifer)
 CITATION (2)
Parties Present
Minutes
 Result: Decision Made
 01/07/2005 Order
 ORDER APPOINTING ANGEL ECHEVARRIA AS GENERAL GUARDIAN OF THE PERSON OF JEANRUTH ECHEVARRIA AND SPECIAL
 GUARDIAN OF THE ESTATE OF JEAN RUTH ECHEVARRIA ORDER ASSUMING JURISDICTION OF THE JEAN RUTH ECHEVARRIA
 TRUST ORDER DIRECTING THE SALE OF AN ASSET OF THE MILLS AT LEBANAN LLC ORDER ASSESSING THE FEES OF ELYSE
 TYRELL ESQ ORDER APPOINTING ELYSE TYRELL AS GUARDIAN AD LITEM SCH/PER Date: Blackstone OC:
 01/11/2005 Letters of Guardianship
 LETTERS OF SPECIAL GUARDIANSHIP SCH/PER Date: 01/07/2005 Blackstone OC:
 01/11/2005 Letters of Guardianship
 LETTERS OF GUARDIANSHIP OF THE PERSON SCH/PER Date: 01/07/2005 Blackstone OC:
 01/11/2005 Notice
 NOTICE OF ENTRY OF ORDER SCH/PER Date: 01/11/2005 Blackstone OC:
 02/09/2005 Notice
 NOTICE OF WITHDRAWAL SCH/PER Date: 02/09/2005 Blackstone OC:
 02/18/2005 Petition
 PETITION FOR PAYMENT, REIMBURSEMENT, (VJ 7/11/05 CC) SCH/PER Date: 07/14/2005 Blackstone OC: VC
 02/18/2005 Petition
 CITATION SCH/PER Date: 05/11/2005 Blackstone OC:
 02/18/2005 Notice of Hearing
 on the Petition for Payment Reimbursement and/or Restitution and
 03/03/2005 Affidavit
 AFFIDAVIT OF SERVICE SCH/PER Date: 03/03/2005 Blackstone OC: SV
 03/22/2005 Motion
 ALL PENDING MOTIONS 3/23/05 SCH/PER Date: 03/23/2005 Blackstone OC:
 03/23/2005 Hearing
 EVIDENTIARY HEARING (ALL DAY) SCH/PER Date: 07/14/2005 Blackstone OC:
 03/23/2005 Hearing
 EVIDENTIARY HEARING (ALL DAY) SCH/PER Date: 07/21/2005 Blackstone OC:
 03/23/2005 Petition (9:00 AM) (Judicial Officer Henry, Jennifer)
 PETITION FOR PAYMENT, REIMBURSEMENT, (VJ 7/11/05 CC)
 Result: Continuance Granted
 03/23/2005 Citation (9:00 AM) (Judicial Officer Henry, Jennifer)
 CITATION
 Result: Continuance Granted
 03/23/2005 Motion (9:00 AM) (Judicial Officer Henry, Jennifer)
 ALL PENDING MOTIONS 3/23/05
Parties Present
Minutes
 Result: Matter Heard
 03/24/2005 Petition
 PETITION FOR ORDER REQUIRING ESTATE TO SATISFY FEES AND COSTS SCH/PER Date: 04/06/2005 Blackstone OC: GR
 03/24/2005 Notice
 NOTICE OF HEARING OF PETITION FOR ORDER REQUIRING WARD'S GUARDIANSHIP ESTATE TO SATISFY FEES AND COSTS OF
 GUARDIAN AD LITEM SCH/PER Date: 04/06/2005 Blackstone OC: SH
 03/28/2005 Petition
 PETITION TO BORROW MONEY SCH/PER Date: 05/11/2005 Blackstone OC: GR
 03/28/2005 Notice
 NOTICE OF HEARING ON THE PETITION FOR ORDER AUTHORIZING GUARDIAN TO BORROW FUNDS SCH/PER Date: 04/13/2005
 Blackstone OC: SH
 03/29/2005 Affidavit
 AFFIDAVIT OF MAILING SCH/PER Date: 03/24/2005 Blackstone OC: TP
 04/06/2005 Order
 ORDER REQUIRING GUARDIAN OF WARD'S ESTATE TO SATISFY FEES AND COSTS OF GUARDIAN AD LITEM SCH/PER Date: Blackstone
 OC:
 04/06/2005 Petition (9:00 AM) (Judicial Officer Henry, Jennifer)
 PETITION FOR ORDER REQUIRING ESTATE TO SATISFY FEES AND COSTS
Minutes
 Result: Granted
 04/08/2005 Notice
 NOTICE OF ENTRY OF ORDER SCH/PER Date: 04/08/2005 Blackstone OC:
 04/11/2005 Petition

AMENDED PETITION FOR PAYMENT REIMBURSEMENT AND OR RESTITUTION AND ACCOUNTING PURSUANT TO NRS 159.305
SCH/PER Date: Blackstone OC:

04/13/2005 **Motion**
ALL PENDING MOTIONS 4/13/05 SCH/PER Date: 04/13/2005 Blackstone OC:

04/13/2005 **CANCELED Petition** (9:00 AM) (Judicial Officer Henry, Jennifer)
Vacated
Result: Continuance Granted

04/13/2005 **Citation** (9:00 AM) (Judicial Officer Henry, Jennifer)
CITATION
Result: Continuance Granted

04/13/2005 **Petition** (9:00 AM) (Judicial Officer Henry, Jennifer)
PETITION TO BORROW MONEY
Result: Continuance Granted

04/13/2005 **Motion** (9:00 AM) (Judicial Officer Henry, Jennifer)
ALL PENDING MOTIONS 4/13/05
Parties Present
Minutes
Result: Matter Heard

05/04/2005 **Motion**
ALL PENDING MOTIONS 5/4/05 SCH/PER Date: 05/04/2005 Blackstone OC:

05/04/2005 **CANCELED Petition** (9:00 AM) (Judicial Officer Henry, Jennifer)
Vacated
Result: Continuance Granted

05/04/2005 **Citation** (9:00 AM) (Judicial Officer Henry, Jennifer)
CITATION
Result: Continuance Granted

05/04/2005 **Petition** (1:30 PM) (Judicial Officer Henry, Jennifer)
PETITION TO BORROW MONEY
Result: Continuance Granted

05/04/2005 **Motion** (9:00 AM) (Judicial Officer Henry, Jennifer)
ALL PENDING MOTIONS 5/4/05
Parties Present
Minutes
Result: Matter Heard

05/11/2005 **Motion**
ALL PENDING MOTIONS 5/11/05 SCH/PER Date: 05/11/2005 Blackstone OC:

05/11/2005 **CANCELED Petition** (1:30 PM) (Judicial Officer Henry, Jennifer)
Vacated
Result: Continuance Granted

05/11/2005 **Citation** (1:30 PM) (Judicial Officer Henry, Jennifer)
CITATION
Result: Continuance Granted

05/11/2005 **Petition** (1:30 PM) (Judicial Officer Henry, Jennifer)
PETITION TO BORROW MONEY
Result: Granted

05/11/2005 **Motion** (9:00 AM) (Judicial Officer Norheim, Jon)
ALL PENDING MOTIONS 5/11/05
Parties Present
Minutes
Result: Matter Heard

05/20/2005 **Motion**
MOTION TO STAY, DISMISS OR APPLICATION FOR CHANGE OF VENUE SCH/PER Date: 06/22/2005 Blackstone OC: GP

05/24/2005 **Certificate of Mailing**
CERTIFICATE OF MAILING SCH/PER Date: 05/18/2005 Blackstone OC: TP

05/27/2005 **Order**
ORDER AUTHORIZING GUARDIAN TO BORROW FUNDS SCH/PER Date: 05/11/2005 Blackstone OC: HG

06/06/2005 **Family Court Motion Opposition Fee Information Sheet**
FAMILY COURT MOTION OPPOSITION FEE INFORMATION SHEET SCH/PER Date: Blackstone OC:

06/06/2005 **Opposition**
ANGEL ECHEVARRIAS OPPOSITION TO MOTION TO STAY DISMISS OR IN THE ALTERNATIVE APPLICATION FOR CHANGE OF VENUE
PENDING TENNESSEE MATTERS SCH/PER Date: Blackstone OC:

06/21/2005 **Certificate**
CERTIFICATE OF FACSIMILE SCH/PER Date: 06/20/2005 Blackstone OC: TP

06/21/2005 **Reply**
REPLY TO OPPOSITION TO THE MOTION TO STAY DISMISS OR IN THE ALTERNATIVE CHANGE VENUE PENDING TENNESSEE
MATTERS SCH/PER Date: Blackstone OC:

06/22/2005 **Motion** (9:00 AM) (Judicial Officer Norheim, Jon)
MOTION TO STAY, DISMISS OR APPLICATION FOR CHANGE OF VENUE
Parties Present
Minutes
Result: Granted in Part

07/14/2005 **CANCELED Petition** (9:00 AM) (Judicial Officer Henry, Jennifer)
Vacated

07/14/2005 **Hearing** (9:00 AM) (Judicial Officer Henry, Jennifer)
EVIDENTIARY HEARING (ALL DAY)

07/21/2005 **Hearing** (9:00 AM) (Judicial Officer Henry, Jennifer)
EVIDENTIARY HEARING (ALL DAY)

07/26/2005 **Order**
ORDER SCH/PER Date: 06/22/2005 Blackstone OC: HG

07/28/2005 **Notice**
NOTICE OF ENTRY OF ORDER SCH/PER Date: 07/28/2005 Blackstone OC:

08/16/2005 **Response**

MICHAEL ECHEVARRIAS RESPONSE TO ANGEL ECHEVARRIAS PETITION FOR PAYMENT/REIMBURSEMENT AND OR RESTITUTION AND ACCOUNTING PURSUANT TO NRS 159.305 SCH/PER Date: Blackstone OC:

08/25/2005 **Hearing**
IN CHAMBERS HEARING RE: BUDGET SCH/PER Date: 08/25/2005 Blackstone OC:

08/25/2005 **Hearing** (10:00 AM) (Judicial Officer Norheim, Jon)
IN CHAMBERS HEARING RE: BUDGET
Minutes
Result: Matter Heard

10/19/2005 **Objection**
OBJECTION TO THE RECOMMENDATION OF THE GUARDIANSHIP COMMISSIONER SCH/PER Date: Blackstone OC:

10/27/2005 **Petition**
PETITION FOR ORDER REQUIRING WARD'S TRUST TO SATISFY FEES AND COSTS SCH/PER Date: 11/09/2005 Blackstone OC: GR

10/27/2005 **Notice**
NOTICE OF HEARING OF PETITION FOR ORDER REQUIRING WARDS TRUST TO SATISFY FEES AND COSTS OF GUARDIAN AD LITEM SCH/PER Date: 11/09/2005 Blackstone OC: SH

10/31/2005 **Affidavit**
AFFIDAVIT OF MAILING SCH/PER Date: 10/27/2005 Blackstone OC: TP

11/09/2005 **Petition** (10:00 AM) (Judicial Officer Norheim, Jon)
PETITION FOR ORDER REQUIRING WARD'S TRUST TO SATISFY FEES AND COSTS
Minutes
Result: Granted

11/15/2005 **Order**
ORDER REQUIRING SUCCESSOR TRUSTEE OF WARDS TRUST TO SATISFY FEES AND COSTS OF GUARDIAN AD LITEM SCH/PER Date: Blackstone OC:

11/21/2005 **Notice**
NOTICE OF ENTRY OF ORDER SCH/PER Date: 11/21/2005 Blackstone OC:

02/15/2007 **Notice**
NOTICE OF DECISION AND ORDER SCH/PER Date: 02/15/2007 Blackstone OC:

04/06/2007 **Petition**
FOR APPROVAL OF ATTORNEYS FEES AND COSTS PETITION FOR REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL ESQ AS GUARDIAN AD LITEM

04/09/2007 **Notice of Hearing**
ON PETITION FOR APPROVAL OF ATTORNEYS FEES AND COSTS

05/02/2007 **Hearing** (10:00 AM) (Judicial Officer Norheim, Jon)
Hearing for Approval of Attorney's Fees and Costs, Reimbursement of Fees Paid to Elyse Tyrell as Guardian Ad Litem
Parties Present
Minutes
Result: Granted

05/08/2007 **Order**
Granting Petition for Approval of Attorneys Fees and Costs

05/16/2007 **Notice**
of Lien and Judgment

05/22/2007 **Notice of Entry of Order**
Granting Petition for Approval of Attorneys Fees and Costs and Petition for Reimbursement of Fees

06/08/2007 **Notice of Hearing**

06/08/2007 **Petition**
for Entry of Judgment

06/13/2007 **Response**
Response To Petition For Entry of Judgment And Petition To Issue Citations, Show Cause, Removal of Guardian, Account, Turn Over Property, Surcharge, Etc.

06/20/2007 **Judgment**

06/26/2007 **Objection**
to Michael Echevarria's Petition to Issue Citations, Show Cause for Removal of Guardian, Account, Turn Over Property, Surcharge, Etc., Reply to Michael Echevarria's Objection to Entry of Judgment

06/27/2007 **Hearing** (10:00 AM) (Judicial Officer Henry, Jennifer)
Hearing for Entry of Judgment
Parties Present
Minutes
Result: Matter Continued

06/27/2007 **Affidavit**
Uniform Enforcement of Foreign Judgment Pursuant to NRS 17.350

06/29/2007 **Citation to Appear and Show Cause**

06/29/2007 **Notice of Hearing**
for Petition to Issue Citations for Order to Show Cause

06/30/2007 **Notice**
of Foreign Judgment, Etc., in Accordance with NRS 17.350

07/02/2007 **Certificate of Mailing**

07/03/2007 **Certificate of Mailing**

07/05/2007 **Certificate of Mailing**

07/05/2007 **Certificate of Mailing**

07/24/2007 **Motion**

07/24/2007 **Supplemental**
Declaration of Gary Vandever to Objection to Michael Echevarria's

07/25/2007 **Hearing** (10:00 AM) (Judicial Officer Norheim, Jon)
Continued from 6/27/07 for citation
Result: Hearing Continued

07/25/2007 **Citation** (10:00 AM) (Judicial Officer Norheim, Jon)
07/25/2007, 08/29/2007
Citation to Appear and Show Cause
Result: Hearing Continued

07/25/2007 **Hearing** (10:00 AM) (Judicial Officer Norheim, Jon)
07/25/2007, 08/29/2007

Hearing to Issue Citations for Order to Show Cause Why the Guardian Should not be Removed
 Result: Hearing Continued
 07/25/2007 **All Pending Motions** (10:00 AM) (Judicial Officer Norheim, Jon)
 Parties Present
 Minutes
 07/31/2007 Result: Matter Heard
 Notice of Hearing
 to Remove Angel Echevarria as Trustee, Etc.
 08/06/2007 Opposition
 To Stay Enforcement Of Judgment
 08/21/2007 Notice of Entry
 Of Stipulation And Order
 08/21/2007 Stipulation and Order
 08/27/2007 Reply
 In Support Of Motion To Stay Enforcement Of Judgment And Expunge Lien
 08/29/2007 **Motion** (9:00 AM) (Judicial Officer Muirhead, Greta)
 08/29/2007, 09/05/2007
 Angel Echevarria's Motion to Stay Enforcement of Judgment and Expunge Lien
 Parties Present
 Minutes
 08/22/2007 Reset by Court to 08/29/2007
 08/29/2007 Result: Matter Heard
 Return Hearing (10:00 AM) (Judicial Officer Norheim, Jon)
 GAL Report/ATI Results of Anna Echevarria
 08/29/2007 **Hearing** (10:00 AM) (Judicial Officer Norheim, Jon)
 Hearing to Remove Angel Echevarria as Trustee
 09/21/2007 Citation to Appear and Show Cause
 09/21/2007 Petition
 For Appointment Of Temporary And General Guardian
 09/24/2007 Order Appointing Guardian of Person and / or Estate
 Order Appointing Temporary Guardian And Order Setting Hearing For Extension Of Temporary Guardianship
 09/26/2007 **Hearing to Extend Temporary Guardianship** (9:00 AM) (Judicial Officer Norheim, Jon)
 Minutes
 09/26/2007 Result: Granted
 Notice
 To Clerk: Re: Hearing For Extension Of Temporary Guardianship
 09/26/2007 Order
 Extending Temporary Guardianship
 09/27/2007 Notice of Entry of Order
 09/27/2007 Affidavit of Mailing
 09/28/2007 Notice of Entry of Order
 10/04/2007 Letters of Guardianship - Temporary
 10/04/2007 Order
 10/05/2007 Notice of Entry of Order
 10/17/2007 **Citation** (9:00 AM) (Judicial Officer Norheim, Jon)
 Citation to Appear and Show Cause
 Minutes
 10/17/2007 Result: Granted
 Order Appointing Guardian of Person and / or Estate
 10/18/2007 Notice of Entry of Order
 10/19/2007 Letters of Guardianship
 General
 02/13/2008 Notice of Hearing
 Of Petition To Abandon And/Or Discontinue Appeal Process In The State Of Tennessee
 02/13/2008 Petition
 To Abandon And/Or Discontinue Appeal Process In The State Of Tennessee
 02/14/2008 Affidavit of Mailing
 02/26/2008 Objection
 To Petition To Abandon And/Or Discontinue Appeal Process In The State Of Tennessee
 02/27/2008 **Hearing** (11:00 AM) (Judicial Officer Norheim, Jon)
 Petition to Abandon or Discontinue Appeal
 Parties Present
 Minutes
 03/10/2008 Result: Matter Heard
 Report of the Guardian
 Robert Ansara
 05/02/2008 Notice of Hearing
 of Petition
 05/02/2008 Petition
 05/05/2008 Affidavit of Mailing
 05/14/2008 **Hearing** (9:00 AM) (Judicial Officer Norheim, Jon)
 05/14/2008, 05/21/2008
 Petition
 Parties Present
 Minutes
 05/16/2008 Result: Hearing Continued
 Objection
 Objection In Part To Petition
 06/12/2008 Notice of Hearing
 on Petition for Order Increasing Allowance for Wards Household Expenses

06/12/2008 Petition
for Order Increasing Allowance for Wards Household Expenses and Authorizing

06/19/2008 Objection
to Petition for Order Increasing Allowance for Ward's Household Expenses and

06/20/2008 Reply
in Support of Petition for Order Increasing Allowance for Wards Household

06/20/2008 Document Filed
Joinder to Objection

06/24/2008 Reply
Surreply to Joinder of Opposition to Petition for Order Increasing Allowance

06/25/2008 Hearing (10:00 AM) (Judicial Officer Norheim, Jon)
Notice of Hearing on Petition for Order Increasing Allowance for Ward's Household Expenses and Authorizing Caregiver's Fee
Parties Present
Minutes
Result: Denied

06/26/2008 Certificate of Mailing
Amended

08/07/2008 Document Filed
Report and Recommendations

08/20/2008 Notice of Entry of Order

12/30/2008 Administrative Reassignment
Reassigned from Department H to Department B

02/10/2009 Notice of Hearing
on First Account and Report of Guardian and Petition for Payment of Fees

02/10/2009 Report of the Guardian
First Account of Guardian And Petition For Payment Of Fees

02/12/2009 Affidavit of Mailing

02/25/2009 Hearing for Account and Report (9:00 AM) (Judicial Officer Norheim, Jon)
02/25/2009, 03/11/2009
First Account and Report of Guardian, Fees
Parties Present
Minutes
Result: Matter Continued

03/06/2009 Objection
In Part To Petition For Approval Of Guardian's Attorney's Fees

03/11/2009 Motion

03/11/2009 Petition for Approval
Of Angel Echevarria's Attorney's Fees And Costs

03/17/2009 Errata
To Petition For Approval Of Angel Echevarria's Attorney's Fees

03/18/2009 Order
Settling First Account And Report Of Guardian

03/23/2009 Notice of Entry of Order

03/27/2009 Objection
To Petition For Approval Of Angel Echevarria's Attorney's Fees

03/31/2009 Reply
In Support Of Petition For Approval Of Attorney's Fees

04/01/2009 Petition (9:00 AM) (Judicial Officer Norheim, Jon)
Petition For Approval of Angel Echevarria's Attorneys Fees & Costs
Parties Present
Minutes
Result: Granted

04/07/2009 Notice
Order Aproving Attorney Fees Authorizing Payment

04/07/2009 Order Approving
Attorney Fees and Authorizing Payment of Fees

05/08/2009 Administrative Reassignment
Reassigned from Department B to Department E

02/16/2010 Accounting and Reports
Second Account and Report of Guardian and Petition for Payment of Fees

02/16/2010 Notice of Hearing
Notice of Hearing of Second Account and Report of Guardian and Petition for Payment of Fees

02/23/2010 Affidavit of Mailing

03/03/2010 Hearing for Account and Report (9:00 AM) (Judicial Officer Norheim, Jon)
Hrg of Second Account and Report of Guardian and Petition for Payment of Fees
Parties Present
Minutes
Result: Granted

03/03/2010 Order
Order Settling Second Account and Report of Guardian and Order Authorizing Payment of Fees

03/04/2010 Notice of Entry of Order

03/05/2010 Affidavit in Support
of Amended Order Settling Second Account and Report of Guardian and Order Authorizing Payment of Fees

03/17/2010 Order
Amended Order Settling Second Account and Report of Guardian and Order Authorizing Payment of Fees

03/22/2010 Notice of Entry of Order
Notice of Entry of Order

12/13/2010 Accounting
Third Account and Report of Guardian, Petition for Payment of Fees and Petition to Abandon Real Property

12/13/2010 Notice of Hearing
Notice of Hearing of Third Account and Report of Guardian, Petition for Payment of Fees and Petition to Abandon Real Property

12/14/2010 Affidavit of Mailing
U.S. Mail

01/05/2011 **Hearing** (9:00 AM) (Judicial Officer Norheim, Jon)
Notice Of Hearing Of Third Account And Report Of Guardian, Petition For Payment Of Fees And Petition To Abandon Real Property
Minutes
Result: Granted

01/07/2011 Order
Settling Third Account and Report of GUardian, Order Authorizing Payment of Fees and Order Authorizing Guardian/Successor Trustee to Abandon Real Property

01/10/2011 Notice of Entry of Order
Notice of Entry of Order

11/08/2011 Notice of Hearing
Notice of Hearing of Fourth Account and Report of Guardian and Petition for Payment of Fees

11/08/2011 Accounting
Fourth Account and Report of Guardian and Petition for Payment of Fees

11/10/2011 Affidavit of Mailing
Affidavit of Mailing

11/22/2011 Objection
Partial Objection to the Fourth Account and Report of Guardian

11/23/2011 **Hearing for Account and Report** (9:00 AM) (Judicial Officer Norheim, Jon)
Hearing of Fourth Account and Report of Guardian and Petition for Payment of Fees
Parties Present
Minutes
Result: Granted

11/23/2011 Order
Order Settling Fourth Account and Report of Guardian and Order Authorizing Payment of Fees 11/23/11

11/23/2011 Order Following Objection

11/28/2011 Notice of Entry of Order
Notice Of Entry Order

07/31/2012 Petition
Petition for Instructions

07/31/2012 Notice of Hearing
Notice of Hearing of Petition for Instructions

08/01/2012 Affidavit of Mailing
Affidavit of Mailing Petition for Instruction

08/15/2012 **Petition for Instructions** (9:00 AM) (Judicial Officer Norheim, Jon)
Minutes
Result: Granted

08/15/2012 Order
Order Giving Instructions

08/15/2012 Notice of Entry of Order
Notice of Entry of Order

01/24/2013 Accounting and Reports
Fifth Account and Report of Guardian and Petition for Payment of Fees

01/24/2013 Notice of Hearing
Notice of Hearing of Fifth Account and Report of Guardian and Petition for Payment of Fees

01/25/2013 Affidavit of Mailing
Affidavit of Mailing

01/31/2013 Withdrawal
Withdrawal of Request for Special Notice

02/06/2013 **Hearing for Account and Report** (9:00 AM) (Magistrate Norheim, Jon)
Hearing On Fifth Account And Report Of Guardian And Petition For Payment Of Fees
Minutes
Result: Approved and Granted

02/06/2013 Order
Order Settling Fifth Account and Report of Guardian and Order Authorizing Payment of Fees

02/07/2013 Notice of Entry of Order
Notice of Entry of Order

05/15/2013 Affidavit
Affidavit for Renewal of Judgment Pursuant to NRS 17.214

05/15/2013 Affidavit
Affidavit of Renewal of Judgment Pursuant to NRS 17.214

05/15/2013 Certificate of Service
Certification of Service by Mail

12/06/2013 Filing
Report to Court Regarding Sale of Ward's Trust Asset

12/06/2013 Notice of Hearing
Notice of Hearing of Report to Court Regarding Sale of Ward's Trust Asset

12/06/2013 Affidavit of Mailing
Affidavit of Mailing

12/09/2013 Errata
Errata to Report to Court Regarding Sale of Ward's Trust Asset

12/09/2013 Affidavit of Mailing
Affidavit of Mailing

12/18/2013 **Hearing - HM** (9:00 AM) (Magistrate Norheim, Jon)
12/18/2013, 01/02/2014
Notice of Hearing of Report to Court Regarding Sale of Ward's Trust Asset
Parties Present
Minutes
Result: Matter Continued

01/10/2014 Accounting and Reports
Sixth Account and Report of Guardian and Petition for Payment of Fees

01/10/2014 Notice of Hearing
Notice of Hearing of Sixth Account and Report of Guardian and Petition for Fees

01/13/2014 Order
Order

01/13/2014 Notice of Entry of Order
Notice of Entry of Order

01/14/2014 Affidavit of Mailing
Affidavit of Mailing

01/29/2014 Hearing for Account and Report (9:00 AM) (Magistrate Norheim, Jon)
Hearing on Sixth Account and Report of Guardian and Petition for Payment of Fees
Minutes
 Result: Approved and Granted

01/29/2014 Order
Order Settling Sixth Account and Report of Guardian and Order Authorizing Payment of Fees

01/30/2014 Notice of Entry of Order
Notice of Entry of Order

02/14/2014 Petition
Petition by Lionel Sawyer & Collins for an Order For Distribution of Estate Funds

02/19/2014 Notice of Hearing
Notice of Hearing

02/21/2014 Application
Application for an Order Shortening Time for Hearing the Petition oby Lionel Sawyer & Collins for an Order for Distribution of Estate Funds

02/24/2014 Filing
Filing of Notice of Levy

02/27/2014 Hearing - HM (1:30 PM) (Magistrate Norheim, Jon)
Notice of Hearing
Minutes
 03/12/2014 Reset by Court to 02/27/2014
 Result: Matter Continued

02/27/2014 Amended Notice
Amended Notice of Hearing

03/06/2014 Affidavit of Service
Affidavit of Service of Petition and OST to Defendant

03/12/2014 Hearing - HM (9:00 AM) (Magistrate Norheim, Jon)
Amended Notice of Hearing on Petition by Lionel Sawyer & Collins for an Order for Distribution of Estate Funds
Parties Present
Minutes
 Result: Conditionally Granted

FINANCIAL INFORMATION

	Attorney Payne, Cary C.			
	Total Financial Assessment			20.00
	Total Payments and Credits			20.00
	Balance Due as of 03/24/2014			0.00
10/06/2010	Transaction Assessment			20.00
10/06/2010	Payment (Window)	Receipt # 2010-49639-FAM	Tyrell, Elyse	(20.00)
	Attorney Tyrell, Elyse M.			
	Total Financial Assessment			11.00
	Total Payments and Credits			11.00
	Balance Due as of 03/24/2014			0.00
01/12/2011	Transaction Assessment			6.00
01/12/2011	Payment (Window)	Receipt # 2011-01502-FAM	Tyrell, Elyse	(6.00)
09/07/2011	Transaction Assessment			5.00
09/07/2011	Payment (Window)	Receipt # 2011-35532-FAM	Tyrell, Elyse, ESQ	(5.00)
	Conversion Extended Connection Type Financial Conversion 04G027262			
	Total Financial Assessment			339.00
	Total Payments and Credits			339.00
	Balance Due as of 03/24/2014			0.00
12/01/2004	Transaction Assessment			298.00
12/01/2004	Conversion Payment	Receipt # 00445086	Kim Boyer	(6.00)
12/01/2004	Conversion Payment	Receipt # 00445123	BOLICK BOYER & GOODSELL	(146.00)
12/03/2004	Conversion Payment	Receipt # 00445519	CASH ACCOUNT	(32.00)
12/07/2004	Conversion Payment	Receipt # 00445938	LIONEL SAWYER & COLLINS	(86.00)
01/07/2005	Conversion Payment	Receipt # 00449481	CASH ACCOUNT	(6.00)
01/11/2005	Conversion Payment	Receipt # 00451813	Mark A Solomon	(12.00)
04/06/2005	Conversion Payment	Receipt # 00461984	Jean R Echevarria	(2.00)
04/07/2005	Conversion Payment	Receipt # 00461986	Jean R Echevarria	(2.00)
04/11/2005	Conversion Payment	Receipt # 00462480	CASH ACCOUNT	(8.00)
05/16/2007	Transaction Assessment			3.00
05/16/2007	Payment (Window)	Receipt # 2007-07144-FAM	Payne, Cary C.	(3.00)
05/23/2007	Transaction Assessment			10.00

05/23/2007	Payment (Window)	Receipt # 2007-08024-FAM	NA	(10.00)
06/27/2007	Transaction Assessment			3.00
06/27/2007	Payment (Window)	Receipt # 2007-012473-FAM	Payne, Cary C.	(3.00)
08/01/2007	Transaction Assessment			7.00
08/01/2007	Payment (Window)	Receipt # 2007-017092-FAM	n/a	(7.00)
10/04/2007	Transaction Assessment			9.00
10/04/2007	Payment (Window)	Receipt # 2007-025375-FAM	Trent, Tyrell & Phillips	(9.00)
10/19/2007	Transaction Assessment			9.00
10/19/2007	Payment (Window)	Receipt # 2007-027386-FAM	Tyrell, Elyse M.	(9.00)

Petitioner Echevarria, Michael A				
Total Financial Assessment				46.50
Total Payments and Credits				46.50
Balance Due as of 03/24/2014				0.00

12/18/2013	Transaction Assessment			12.00
12/18/2013	Payment (Window)	Receipt # 2013-34185-FAM	Echevarria, Michael A	(12.00)
02/27/2014	Transaction Assessment			12.00
02/27/2014	Payment (Window)	Receipt # 2014-05673-FAM	Echevarria, Michael A	(12.00)
03/12/2014	Transaction Assessment			12.00
03/12/2014	Payment (Window)	Receipt # 2014-07055-FAM	Echevarria, Michael A	(12.00)
03/20/2014	Transaction Assessment			10.50
03/20/2014	Payment (Window)	Receipt # 2014-07910-FAM	Echevarria, Michael A	(10.50)

Ward Echevarria, Jean R				
Total Financial Assessment				40.00
Total Payments and Credits				40.00
Balance Due as of 03/24/2014				0.00

11/22/2011	Transaction Assessment			8.00
11/22/2011	Payment (Window)	Receipt # 2011-45452-FAM	Robert Moskiman	(8.00)
05/13/2013	Transaction Assessment			19.00
05/13/2013	Payment (Window)	Receipt # 2013-58581-CCCLK	ROBERT MOSKIMAN	(19.00)
05/21/2013	Transaction Assessment			5.00
05/21/2013	Payment (Window)	Receipt # 2013-13582-FAM	Echevarria, Michael; A	(5.00)
12/16/2013	Transaction Assessment			8.00
12/16/2013	Payment (Window)	Receipt # 2013-33916-FAM	Echevarria, Michael A	(8.00)

Exhibit "6"

Exhibit "6"

ORIGINAL

FILED

May 8 2 22 PM '07

Clerk of the Court

1 ORDR

2 Lionel Sawyer & Collins

3 Elizabeth Brickfield, Bar No. 6236

4 Meredith Stow, Bar No. 9203

5 300 South 4th Street

6 Las Vegas, NV 89101

7 (702) 383-8888 (phone)

8 Attorney for Guardian and Trustee Angel Echevarria

DISTRICT COURT

CLARK COUNTY, NEVADA

10 In the Matter of the Guardianship of the
11 Person and Estate of

12 JEAN R. ECHEVARRIA,

13 an adult ward.

Case No.: G 27262
Dept. No.: HDate of Hearing: May 2, 2007
Time of Hearing: 10:00 a.m.

14 ORDER GRANTING PETITION FOR APPROVAL OF ATTORNEYS FEES AND
 15 COSTS; PETITION FOR REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL,
 16 ESQ., AS GUARDIAN AD LITEM

17 A hearing was held on May 2, 2007 on the Petition For Approval of Attorneys Fees and
 18 Costs; Petition For Reimbursement Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem, filed
 19 by Elizabeth Brickfield, Esq., of the law firm of Lionel Sawyer & Collins, counsel of record for
 20 Angel Echevarria, Guardian of the Person and Special Guardian of the Estate of Jean R. Echevarria
 21 (the "Ward"), and Trustee of the Jean R. Echevarria Trust, dated May 30, 2000, (the "Trust").

22 The Court, having previously appointed Angel Echevarria as Special Guardian of the Estate
 23 of Jean Ruth Echevarria and General Guardian of the Person of Jean Ruth Echevarria, taken
 24 jurisdiction of the Jean R. Echevarria Trust, dated May 30, 2000, as a proceeding in rem, and
 25 confirmed Ms. Echevarria as Trustee of the Jean R. Echevarria Trust, by its January 5, 2005 Order,
 26 having reviewed the Petition For Approval of Attorneys Fees and Costs; Petition For Reimbursement
 27 Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem, having reviewed the pleadings and papers
 28 on file, having heard argument on the matter and being fully advised in the premises, finds: (i) proper
 notice of the hearing was duly given as required by law; (ii) the facts alleged in the Petition are true;

GUARDIANSHIP
 MAY 02 2007
 LIONEL SAWYER & COLLINS
 1700 BANK OF AMERICA
 PLAZA
 300 SOUTH FOURTH STREET
 LAS VEGAS, NEVADA 89101
 PHONE 702 383 8888

Page 1 of 2

1 and correct; (iii) the Guardian has incurred reasonable and necessary expenses in exercising the
2 authority and performing the duties of Guardian and Trustee, and in retaining accountants, attorneys
3 or other professionals, and those expenses should be allowed; (vi) the attorneys' fees for services
4 rendered by Lionel Sawyer & Collins from December 1, 2004 through March 29, 2007, and
5 reimbursement of costs for said period, were reasonable and necessary expenses incurred by Ms.
6 Echevarria as Guardian of the Person and Special Guardian of the Estate of Jean R. Echevarria, and
7 Trustee of the Jean R. Echevarria Trust, and those expenses should be allowed by the Court and paid
8 for from the Jean R. Echevarria Trust; (v) Michael Echevarria should reimburse the guardianship
9 estate \$4,959.75 for the guardianship estate's payment of Mr. Echevarria's portion of the Guardian
10 Ad Litem's fees; and (vi) the Petition For Approval of Attorneys Fees and Costs; Petition For
11 Reimbursement Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem, should be granted.
12 Accordingly, it is hereby

13 ORDERED, ADJUDGED AND DECREED that the Petition For Approval of Attorneys Fees
14 and Costs; Petition For Reimbursement Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem
15 is granted;

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Lionel Sawyer & Collins
17 is hereby allowed the sum of \$ 56,459.00, representing the balance owing of attorneys' fees
18 for services rendered from December 1, 2004 through March 29, 2007, and reimbursement of costs
19 for said period; and Ms. Echevarria as Special Guardian of the Estate of Jean R. Echevarria,
20 Guardian of the Person of Jean R. Echevarria, and Successor Trustee of the Jean R. Echevarria Trust,
21 is hereby authorized and directed to pay such fees and costs from the Jean R. Echevarria Trust; and,

22 ///

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25 ///

26 ///

27 ///

28 ///

LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
702-388-9328

Done 1 of 1

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Michael Echevarria
2 reimburse the guardianship estate \$4,959.75 for the guardianship estate's payment of Mr.
3 Echevarria's portion of the Guardian Ad Litem's fees.


4 Dated this 7 day of May, 2007.



DISTRICT COURT JUDGE

T. ARTHUR RITCHIE, JR.

7 Submitted by:
8 Lionel Sawyer & Collins

9
10 By 
11 Elizabeth Brickfield, Esq., Bar No. 6236
12 Meredith Stow, Esq., Bar No. 9203
13 1700 Bank of America Plaza
14 300 South Fourth Street
15 Las Vegas, Nevada 89101
16 Attorneys for Guardian/Trustee
17 Angel Echevarria
18
19
20
21
22
23
24
25
26
27
28

LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101

Exhibit "7"

Exhibit "7"

1 **ORDER**

2 Elizabeth Brickfield, Bar #6236

3 Meredith L. Stow, Bar #9203

4 Lionel Sawyer & Collins

5 300 S. 4th St., #1700

6 Las Vegas, Nevada 89101

7 Telephone: 702-383-8888

8 Facsimile: 702-383-8845

9 ebbrickfield@lionelsawyer.com

10 mstow@lionelsawyer.com

11 Attorneys for Angel Echevarria

12 **DISTRICT COURT, FAMILY COURT**

13 **CLARK COUNTY, NEVADA**

14 In the Matter of the Person and Estate

15 of

16 **JEAN R. ECHEVARRIA,**

17 an adult ward.

Case No.: G 27262

Dept. No.: H

Date of Hearing: April 1, 2009

Time of Hearing: 9:00 a.m.

18 **ORDER APPROVING ATTORNEY FEES AND AUTHORIZING PAYMENT OF**
19 **ATTORNEY FEES AND COSTS**

20 The hearing on the the Petition of Angel Echevarria, Guardian of the Person of her mother,
21 Jean R. Echevarria, by and through her counsel of record, Elizabeth Brickfield, Esq., and Meredith
22 Stow, Esq., of Lionel Sawyer & Collins, for the approval of attorney fees and costs incurred by
23 Angel Echeverria came before the Court in the ordinary course. Present at the hearing were Elyse
24 Tyrell, Esq. of Trent Tyrell & Phillips on behalf of Robert Ansara, Guardian of the Estate of Jean
25 R. Echeverria; Cary Colt Payne, Esq. on behalf of Michael Echeverria; and Elizabeth Brickfield, Esq.
26 of Lionel Sawyer & Collins on behalf of Angel Echeverria.

27 After considering the papers and pleadings in this matter and the comment of counsel, the
28 Court found that the attorney fees and costs incurred were reasonable and necessary and ordered
them paid from the Ward's estate as assets become available to make such payments. Good cause
being found:

GUARDIANSHIP
APR 06 2009
RECEIVED
LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702.383.8888
FAX 702.383.8845

1 IT IS HEREBY ORDERED that the Guardian of the Estate is authorized and directed to pay
2 the law firm of Lionel Sawyer & Collins \$35,456.75 in attorney fees and an additional amount of
3 \$1,118.35 in costs for a total of \$46,575.10 in attorney fees and expenses for the period from March
4 29, 2007 through March 4, 2009 in connection with this matter.

5 IT IS FURTHER ORDERED that the foregoing fees and costs shall be paid on a pro-rata
6 basis with the attorney fees and costs previously awarded to TRENT TYRELL & PHILLIPS,
7 ROBERT ANSARA and LIONEL SAWYER & COLLINS on a pro-rata basis until such time as the
8 same are satisfied in full.

9 Dated this 6 day of APRIL, 2009.

10
11
12 
13 DISTRICT COURT JUDGE

14
15 Submitted by:

16 LIONEL SAWYER & COLLINS

17
18 
19 Elizabeth Brickfield, Bar #6236
20 Meredith L. Stow, Bar #9203
21 300 S. 4th St., #1700
22 Las Vegas, Nevada 89101
23 Telephone: 702-383-8888
24 Facsimile: 702-383-8845
25 ebrickfield@lionelsawyer.com
26 mstow@lionelsawyer.com

27 Attorneys for Angel Echevarria
28

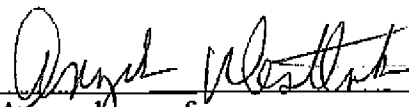
CERTIFICATE OF SERVICE

I hereby certify that on this 7 day of April, 2009, I served a true and correct copy of the foregoing **ORDER APPROVING ATTORNEY FEES AND AUTHORIZING PAYMENT OF ATTORNEY FEES AND COSTS** via the U.S. Postal Service, correct postage prepaid, addressed to:

Cary Colt Payne, Esq.
Cary Colt Payne Chtd.
700 South Eighth Street
Las Vegas, NV 89101
Counsel for Michael Echevarria

Elyse Tyrell, Esq.
Trent Tyrell & Phillips
11920 Southern Highlands Parkway, Suite 200
Las Vegas, NV 89141
Attorney for Robert Ansara

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052


An employee of
LIONEL SAWYER & COLLINS

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document entitled, **ORDER APPROVING ATTORNEY FEES AND AUTHORIZING PAYMENT OF ATTORNEY FEES AND COSTS** as filed in District Court as Case number G 27262.

☒ Does not contain the social security number of any person.

- OR -


☐ Contains the social security number of a person as required by:

A. A specific state or federal law, to wit:

(State specific law)

- OR -

B. For the administration of a public program or for an application for a federal or state grant.



Attorney's Signature

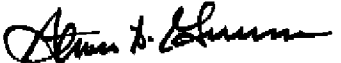
April 3, 2009
Date

ELIZABETH BRICKFIELD
Printed Name

Exhibit "8"

Exhibit "8"

ORIGINAL


CLERK OF THE COURT

1 **OAG**
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 11920 Southern Highlands
6 Parkway, Suite 201
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 In the Matter of the Guardianship) CASE NO. G 27262
12 of the person and estate of) Family Court
13 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

14 **ORDER GIVING INSTRUCTIONS**

15 Date of Hearing: 08/15/12
16 Time of Hearing: 9:00 a.m

17 This matter having come on regularly for hearing on this date
18 before the above-entitled court on the 15th day of August, 2012,
19 upon the Petition for Instructions filed by ROBERT L. ANSARA,
20 Guardian of the Estate and Successor Trustee of the Ward's Living
21 Trust; the court having considered the same and having found that
22 all allegations contained therein are true and correct, and good
23 cause appearing therefor,

24 NOW, THEREFORE, IT IS HEREBY ORDERED ROBERT L. ANSARA is
25 authorized and directed to utilize up to \$3,000.00 of the ward's
26 monthly income, to satisfy, on a pro-rated basis, the following
27 expenses, until the same are paid in full, or until there is no
28 income with which to satisfy the same, to-wit:

RECEIVED
AUG 01 2012
GUARDIANSHIP

1 a. Michael Echevarria, in the original amount of
2 \$625,814.00 + 10% interest per year, for a judgment which was
3 secured by him.

4 b. Elizabeth Brickfield, in the amount of \$103,032.10,
5 for attorneys fees and costs.

6 c. Trent, Tyrell & Associates, in the amount of
7 \$13,203.25, as and for attorney's fees and costs.

8 d. Robert L. Ansara, in the amount of \$20,771.75, as
9 and for the Guardian's fees and costs, as well as Successor
10 Trustee's fees and costs.

11 DATED this 15th day of August, 2012.

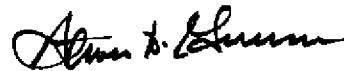


12
13
14 DISTRICT COURT JUDGE

15
16 TRENT, TYRELL & ASSOCIATES

17
18 

19 ELYSE M. TYRELL, ESQ.
20 11920 Southern Highlands
Parkway, Suite 201
Las Vegas, Nevada 89141



CLERK OF THE COURT

1 **CSERV**
2 Elizabeth Brickfield, Nev. Bar No. 6236
3 Lionel Sawyer & Collins
4 300 South 4th Street, Suite 1700
5 Las Vegas, NV 89101
6 (702) 383-8888 (phone)
7 (702) 383-8845 (fax)
8 ebrickfield@lionelsawyer.com

9 *Attorneys for Former Guardian*
10 *Angel Echevarria*

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

13 In the Matter of the Guardianship of the Person
14 and Estate of

CASE NO.: 04-G-027262

15 JEAN R. ECHEVARRIA,

DEPT. NO.: E (Guardianship)

16 an adult ward.

17 **CERTIFICATE OF SERVICE**

18 Pursuant to Nevada Rule of Civil Procedure 5(b), I hereby certify that I am an employee
19 of LIONEL SAWYER & COLLINS and that on this 25th day of March, 2014, I caused
20 documents entitled Petition for Disgorgement of Funds and Pro Rata Disbursement, to be served
21 by depositing the same for mailing in the United States Mail, postage pre-paid, addressed to:

22 Elyse M. Tyrell, Esq.
23 TRENT, TYRELL & ASSOCIATES
24 11920 Southern Highlands Pkwy., Suite 201
25 Las Vegas, NV 89141
26 *Attorney for the Guardian of the Estate and Successor*
27 *Trustee of the Ward's Living Trust, Robert L. Ansara*

28 Angel Echevarria
Anthony Echevarria
12 Desert Highlands Dr.
Henderson, NV 89052

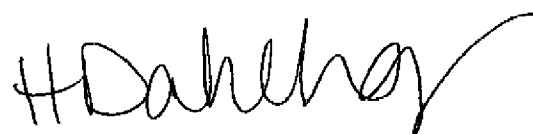
Michael Echevarria
106332 Penrose St.
Sun Valley, CA 91352-2013

///

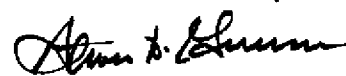
1 Robert Echevarria
2 P. O. Box 5496
3 Mohave Valley, AZ 86446

4 Michael T. Echevarria
5 Tersa Echevarria
6 c/o Paula Cunningham
7 P. O. Box 341
8 La Canada, CA 91012

9 Ana Echevarria
10 Amanda Echevarria
11 c/o Anthony Echevarria
12 12 Desert Highlands Dr.
13 Henderson, NV 89052



An Employee of
LIONEL SAWYER & COLLINS



CLERK OF THE COURT

1 **NOT**

2 Elizabeth Brickfield, Nev. Bar No. 6236
3 Lionel Sawyer & Collins
4 300 South 4th Street, Suite 1700
5 Las Vegas, NV 89101
6 (702) 383-8888 (phone)
7 (702) 383-8845 (fax)
8 ebrickfield@lionelsawyer.com

6 *Attorneys for Former Guardian*
7 *Angel Echevarria*

8 **DISTRICT COURT, FAMILY COURT**

9 **CLARK COUNTY, NEVADA**

10
11 In the Matter of the Guardianship of the Person
12 and Estate of

CASE NO.: 04-G-027262

DEPT. NO.: E (Guardianship)

13 JEAN R. ECHEVARRIA,

14 an adult ward.

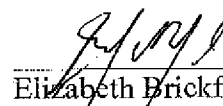
15 **NOTICE TO VACATE HEARING**

16 Please take notice that the hearing on Hearing on Petition for Disgorgement of Funds and
17 Pro Rata Disbursement set for April 9, 2014, at the hour of 10:00 a.m. before the Eighth Judicial
18 District Court, Family Division, Guardianship Court, 601 North Pecos Road, Las Vegas, Nevada,
19 89101 is hereby vacated.

20 DATED this 3 day of April, 2014.

21 LIONEL SAWYER & COLLINS

22 By:

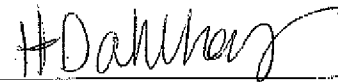
23 
24 Elizabeth Brickfield, Esq.
25 Nevada State Bar No. 6236
26 300 South Fourth Street
27 Las Vegas, Nevada 89101
28 Tel (702) 383-8888
Fax (702) 383-8845

*Attorneys for Former Guardian and
Trustee Angel Echevarria*

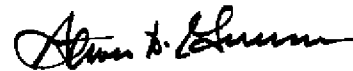
CERTIFICATE OF SERVICE

I hereby certify that on the 3rd day of April, 2014, I caused a copy of the foregoing Notice to Vacate Hearing on Petition for Disgorgement of Funds and Pro Rata Disbursement, to be mailed to the following persons 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:

Elyse M. Tyrell, Esq. TRENT, TYRELL & ASSOCIATES 11920 Southern Highlands Pkwy., Suite 201 Las Vegas, NV 89141 <i>Attorney for the Guardian of the Estate and Successor Trustee of the Ward's Living Trust, Robert L. Ansara</i>	Angel Echevarria Anthony Echevarria 12 Desert Highlands Dr. Henderson, NV 89052
Michael Echevarria 106332 Penrose St. Sun Valley CA 91352-2013	Robert Echevarria P. O. Box 5496 Mohave Valley, AZ 86446
Michael T. Echevarria Tersa Echevarria c/o Paula Cunningham P. O. Box 341 La Canada, CA 91012	Ana Echevarria Amanda Echevarria c/o Anthony Echevarria 12 Desert Highlands Dr. Henderson, NV 89052



An employee of Lionel Sawyer & Collins



CLERK OF THE COURT

1 **STIP**
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 11920 Southern Highlands
6 Parkway, Suite 201
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

DISTRICT COURT
CLARK COUNTY, NEVADA

15 In the Matter of the Guardianship) CASE NO. G 27262
16 of the person and estate of) Family Court
17 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

STIPULATION AND ORDER

Date of Hearing: n/a
Time of Hearing: n/a

18 IT IS HEREBY STIPULATED AND AGREED by and between ELYSE M.
19 TYRELL, ESQ., counsel for ROBERT L. ANSARA, Guardian of the Estate
20 of JEAN RUTH ECHEVARRIA and Successor Trustee of the ward's living
21 trust; ELIZABETH BRICKFIELD, ESQ., counsel for the ward's daughter,
22 Angel Echevarria, as follows:

23 WHEREAS, the court entered several orders throughout the
24 course of this instant guardianship proceeding, whereby the
25 outstanding fees and costs due to Michael Echevarria, Elizabeth
26 Brickfield, Esq. of Lionel Sawyer & Collins, Elyse M. Tyrell, Esq.,
27 of the law firm of Trent, Tyrell & Associates and the Guardian and
28 Successor Trustee, Robert L. Ansara, were to be paid, upon receipt
of excess funds not needed to care for the ward, on a pro-rata

1 basis, until paid in-full; and

2 WHEREAS, funds were received as a result of the sale of the
3 ward's interest in and to certain real property located within
4 California; and

5 WHEREAS, the Guardian and Successor Trustee has on-hand, the
6 total amount of \$109,468.20 and receives \$9,300.00 of annual Social
7 Security income. The ward's current annual care requires
8 \$53,200.00. The Guardian and Successor Trustee shall retain
9 sufficient funds to supplement the ward's income, so as to maintain
10 the ward in her home for one more year. In doing so, the Guardian
11 and Successor Trustee shall retain \$43,900.00, thereby leaving the
12 sum of \$65,568.20 in excess funds available for pro-rata payment;
13 and

14 WHEREAS, Michael Echevarria recently received in excess of
15 \$200,000.00 directly from the sale of the ward's real property in
16 the State of California and, therefore, he will not be sharing in
17 this pro-rated distribution; and

18 WHEREAS, the outstanding fees due to Elizabeth Brickfield,
19 Esq. of Lionel Sawyer & Collins, are \$96,512.10; the outstanding
20 fees due to Elyse M. Tyrell, Esq., of the law firm of Trent, Tyrell
21 & Associates are \$24,775.14; and the outstanding fees due to the
22 Guardian and Successor Trustee, Robert L. Ansara are \$44,772.50,
23 which amounts to \$166,139.74 in outstanding fees and costs;

24 WHEREAS, the pro-rated amounts are to be paid as follows:
25 Elizabeth Brickfield, Esq. of Lionel Sawyer & Collins: 58% or
26 \$38,029.56; Elyse M. Tyrell, Esq., of the law firm of Trent, Tyrell
27 & Associates: 15% or \$9,835.23; and the Guardian and Successor

28

1 Trustee, Robert L. Ansara: 27% or \$17,703.41;

2 NOW, THEREFORE, in consideration of the mutual covenants and
3 conditions outlined herein, the parties hereby stipulate and agree
4 as follows:

5 1. Elizabeth Brickfield, Esq. of Lionel Sawyer & Collins
6 shall receive payment in the amount of \$38,029.56;

7 2. Elyse M. Tyrell, Esq., of the law firm of Trent, Tyrell &
8 Associates shall receive payment in the amount of \$9,835.23;

9 3. Robert L. Ansara shall receive payment in the amount of
10 \$17,703.41.

11 DATED this 3 day of April, 2014.

12 TRENT, TYRELL & ASSOCIATES

LIONEL SAWYER & COLLINS

13
14 Elyse M. Tyrell
15 ELYSE M. TYRELL, ESQ.
16 11920 Southern Highlands
Parkway, Suite 201
Las Vegas, NV 89141

Elizabeth Brickfield
ELIZABETH BRICKFIELD, ESQ.
300 South Fourth Street, #1700
Las Vegas, NV 89101

17
18 ORDER

19 UPON GOOD CAUSE APPEARING:

20 IT IS HEREBY ORDERED.

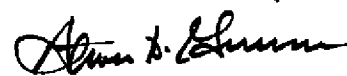
21 DATED and DONE this 7 day of April, 2014.

22
23 C. J. [Signature]
DISTRICT COURT JUDGE

24 TRENT, TYRELL & ASSOCIATES

25 Elyse M. Tyrell
26 ELYSE M. TYRELL, ESQ.
27 11920 Southern Highlands
Parkway, Suite 201
Las Vegas, NV 89141

28 3



CLERK OF THE COURT

1 **NEO**
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 11920 Southern Highlands
6 Parkway, Suite 201
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 In the Matter of the Guardianship) CASE NO. G 27262
18 of the person and estate of) Family Court
19 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E
20)
21)
22)

23 **NOTICE OF ENTRY OF ORDER**

24 TO: ALL PERSONS INTERESTED IN THE ABOVE-REFERENCED GUARDIANSHIP:

25 YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that a
26 Stipulation and Order, was entered by the court on the 8th day of
27 April, 2014.

28 DATED this 9th day of April, 2014.

TRENT, TYRELL & ASSOCIATES



ELYSE M. TYRELL, ESQ.
11920 Southern Highlands
Parkway, Suite 201
Las Vegas, Nevada 89141

CERTIFICATE OF MAILING

I, the undersigned, an employee of the law firm of Trent,
Tyrell & Associates do hereby declare that on the 9th day of April,
2014, I placed in an envelope, postage pre-paid, first class mail
thereon, a copy of the foregoing Notice of Entry of Order, to which

1 a copy of the Stipulation and Order was attached, to-wit:

2 Robert L. Ansara
3 P.O. Box 30785
4 Las Vegas, NV 89173

5 Angel Echevarria
6 Anthony Echevarria
7 12 Desert Highlands Drive
8 Henderson, NV 89052

9 Michael Echevarria
10 10632 Penrose Street
11 Sun Valley, CA 91352

12 Robert Echevarria
13 P.O. Box 5496
14 Mohave Valley, AZ 86446

15 Michael T. Echevarria
16 Tersa Echevarria
17 c/o Paula Cunningham
18 P.O. Box 341
19 La Canada, CA 91012

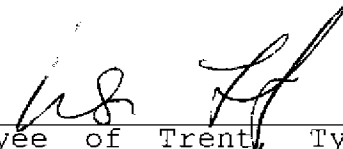
20 Ana Echevarria
21 Amanda Echevarria
22 c/o Angel Echevarria
23 12 Desert Highlands Drive
24 Henderson, NV 89052

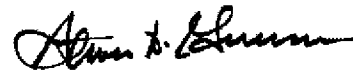
25 Elizabeth Brickfield, Esq.
26 300 S. Fourth Street #1700
27 Las Vegas, NV 89101

28 Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212

Gary Vandever
501 Park Avenue, Suite B
Lebanon, TN 37087

There is a regular communication by mail between the Post
Office at Las Vegas, Nevada and the addresses to which the above-
referenced documentation was mailed.


Employee of Trent, Tyrell &
Associates



CLERK OF THE COURT

1 **STIP**
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 11920 Southern Highlands
6 Parkway, Suite 201
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

DISTRICT COURT
CLARK COUNTY, NEVADA

11 In the Matter of the Guardianship) CASE NO. G 27262
12 of the person and estate of) Family Court
13 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

STIPULATION AND ORDER

Date of Hearing: n/a
Time of Hearing: n/a

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17 TYRELL, ESQ., counsel for ROBERT L. ANSARA, Guardian of the Estate
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20 Angel Echevarria, as follows:

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5 WHEREAS, the Guardian and Successor Trustee has on-hand, the
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11 and Successor Trustee shall retain \$43,900.00, thereby leaving the
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13 and

14 WHEREAS, Michael Echevarria recently received in excess of
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26 \$38,029.56; Elyse M. Tyrell, Esq., of the law firm of Trent, Tyrell
27 & Associates: 15% or \$9,835.23; and the Guardian and Successor

28

**PLEADING
CONTINUES
IN NEXT
VOLUME**

IN THE SUPREME COURT OF THE STATE OF NEVADA

In the Matter of: THE GUARDIANSHIP
OF THE PERSON AND ESTATE OF
JEAN RUTH ECHEVARRIA, AN ADULT
WARD,

Case No: G027262
SC Case No: 65598

MICHAEL A. ECHEVARRIA,
Appellant

vs.
ROBERT L. ANSARA; AND ANGEL
ECHEVARRIA,
Respondents,

RECORD ON APPEAL VOLUME 7

ATTORNEY FOR APPELLANT
MICHAEL ECHEVARRIA,
PROPER PERSON
10632 PENROSE ST.
SUN VALLEY, CA 91352

ATTORNEY FOR RESPONDENT
ELYSE M. TYRELL, ESQ.
11920 SOUTHERN HIGHLANDS PKY.,
STE. 201
LAS VEGAS, NV 89141

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3	05/20/2005	NOTICE OF MOTION AND MOTION TO STAY, DISMISS OR IN THE ALTERNATIVE, APPLICATION FOR CHANGE OF VENUE PENDING TENNESSEE MATTERS	512 - 560
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4	06/08/2007	PETITION FOR ENTRY OF JUDGMENT	782 - 791
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6	06/20/2008	REPLY IN SUPPORT OF PETITION FOR ORDER INCREASING ALLOWANCE FOR WARDS HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE	1292 - 1300
3	06/21/2005	REPLY TO OPPOSITION TO MOTION TO STAY, DISMISS OR IN THE ALTERNATIVE CHANGE VENUE PENDING TENNESSEE MATTERS	583 - 613
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8	01/10/2014	SIXTH ACCOUNT AND REPORT OF GUARDIAN AND PETITION FOR PAYMENT OF FEES	1707 - 1730
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6	06/24/2008	SURREPLY TO JOINDER OF OPPOSITION TO PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE	1330 - 1345
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Trent, Tyrell & Phillips
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Las Vegas, NV 89141

(702) 382-2210

(702) 382-9242 (fax)

Jean Echevarria
c/o Elizabeth Brickfield, Esq.
300 South Fourth Street, #1700
Las Vegas, NV 89101

Matter: Jean Echevarria
Statement Date: 2/4/2009
Amount Due: \$10,745.82

Fees					
Date	Billor	Description	Code	Hours	Amount
12/8/2004	EMT	Court appearance; discuss file w/counsel and family		1.00	\$350.00
12/11/2004	EMT	Review information and documentation		2.00	\$700.00
12/12/2004	EMT	Review information and documentation		2.00	\$700.00
12/13/2004	EMT	p/c w/Elizabeth Brickfield, Esq.		0.10	\$35.00
12/14/2004	EMT	p/c w/David Houston, Esq. (2); fax to Kim Boyer, Esq.; fax to Elizabeth Brickfield, Esq.; p/c w/Kim Boyer, Esq.		1.10	\$385.00
12/15/2004	EMT	p/c w/Elizabeth Brickfield, Esq.; review fax from Elizabeth Brickfield, Esq.; fax to Elizabeth Brickfield, Esq.		0.25	\$87.50
12/18/2004	EMT	Review information and documentation		0.45	\$157.50
12/20/2004	EMT	Review fax from Michael Echevarria		0.10	\$35.00
12/21/2004	EMT	p/c w/Michael Echevarria; p/c w/Elizabeth Brickfield, Esq.; left message for Darius Baghai, Esq. (no charge)		0.40	\$140.00
12/22/2004	EMT	Review fax from Michael Echevarria; fax to Elizabeth Brickfield, Esq.; p/c w/Darius Baghai, Esq.		0.45	\$157.50
12/23/2004	EMT	Letter to counsel		0.70	\$245.00
12/27/2004	EMT	Review Supplement to Opposition filed by Elizabeth Brickfield		0.10	\$35.00
1/3/2005	EMT	p/c w/Michael; p/c w/Elizabeth Brickfield		0.40	\$140.00
1/4/2005	CJ	p/c w/Michael; fax to Michael		0.60	\$84.00
1/4/2005	EMT	p/c w/Kim Boyer; p/c w/Elizabeth Brickfield		0.25	\$87.50
1/5/2005	EMT	Court appearance		2.00	\$700.00
1/5/2005	LLR	Faxes to Elizabeth Brickfield and Kim Boyer		0.50	\$87.50
1/6/2005	EMT	Faxes to Kim Boyer and Elizabeth Brickfield		0.50	\$175.00
1/7/2005	EMT	p/c w/ Kim Boyer; p/c w/Elizabeth Brickfield		0.40	\$140.00
1/10/2005	EMT	Review fax from Elizabeth Brickfield to the Guardianship Commissioner		0.20	\$70.00
1/19/2005	EMT	Review letter		0.10	\$35.00
1/31/2005	EMT	Fax to Elizabeth Brickfield and Kim Boyer		0.50	\$175.00
2/1/2005	CJ	p/c w/Michael Echevarria		0.25	\$35.00
2/7/2005	CJ	Fax to Elizabeth Brickfield and Kim Boyer		0.50	\$70.00
2/10/2005	EMT	Review Notice of Withdrawal filed by Kim Boyer		0.20	\$70.00
2/11/2005	CJ	Fax to Elizabeth Brickfield and Kim Boyer; draft additional faxes to Ms. Brickfield and Ms. Boyer;		0.60	\$84.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
		(Continued...) fax to Michael Echevarria			
2/15/2005	CJ	Letter to Michael Echevarria		0.40	\$56.00
2/15/2005	EMT	Review and approve letter		0.20	\$70.00
3/18/2005	LLR	Review file; research; discussion w/Elyse Tyrell (no charge for Ms. Tyrell's time); draft Petition for Payment of Fees; draft setting pleadings		2.50	\$437.50
3/18/2005	EMT	Review and approve draft of petition; approve setting pleadings		0.50	\$175.00
3/30/2005	EMT	Review petition to borrow funds		0.10	\$35.00
4/7/2005	LLR	Fax to Elizabeth Brickfield		0.25	\$43.75
4/7/2005	EMT	Review and sign fax		0.10	\$35.00
4/15/2005	EMT	Review fax from Cary Payne		0.10	\$35.00
4/20/2005	EMT	Left message for Elizabeth Brickfield (no charge)			\$0.00
4/21/2005	LLR	Fax to Elizabeth Brickfield		0.25	\$43.75
4/21/2005	EMT	Discuss file w/Elizabeth Brickfield; review and sign fax		0.20	\$70.00
4/24/2005	EMT	Review fax from Cary; fax to client; left message for Sharon Jaster (no charge)		0.40	\$140.00
4/26/2005	EMT	p/c w/Cary Payne		0.10	\$35.00
4/26/2005	EMT	p/c w/Cary Payne; review file		0.20	\$70.00
4/27/2005	CJ	Discuss file w/EMT; revised fax to Cary Payne		0.45	\$63.00
5/3/2005	EMT	p/c w/Meridith; p/c w/Cary Payne		0.20	\$70.00
5/3/2005	EMT	Review fax from Cary Payne		0.10	\$35.00
5/4/2005	EMT	Court appearance		0.50	\$175.00
5/5/2005	EMT	Review package from Elizabeth Brickfield; p/c w/Sharon Jaster; left message for Sharon (no charge)		0.50	\$175.00
5/9/2005	EMT	p/c w/Michael; review email from Michael		0.45	\$157.50
5/9/2005	EMT	p/c w/Sharon; review bank statement; p/c w/Elizabeth		0.75	\$262.50
5/11/2005	EMT	Review fax from Elizabeth; meeting w/Commissioner		1.50	\$525.00
5/12/2005	EMT	Review new statements		0.50	\$175.00
5/16/2005	EMT	p/c w/Sharon Jaster		0.10	\$35.00
5/17/2005	EMT	Left message for Elizabeth (no charge); read and respond to email from Michael		0.10	\$35.00
5/18/2005	EMT	Read and respond to email from Elizabeth		0.10	\$35.00
5/20/2005	CJ	p/c w/Angel		0.10	\$14.00
5/23/2005	EMT	Read and respond to email from Michael		0.10	\$35.00
5/31/2005	EMT	Review letter from Elizabeth; p/c w/Angel		0.25	\$87.50
6/1/2005	EMT	Review fax from Cary; left message from Cary (no charge); p/c w/Cary		0.40	\$140.00
6/3/2005	EMT	Left message from Sharon (no charge)			\$0.00
6/6/2005	EMT	p/c w/Sharon		0.10	\$35.00
6/8/2005	EMT	Discussed file w/Elizabeth		0.10	\$35.00
6/9/2005	EMT	Left message for Sharon (no charge)			\$0.00
6/16/2005	EMT	Left message for Cary (no charge)			\$0.00
6/17/2005	EMT	p/c w/Cary		0.10	\$35.00
6/21/2005	EMT	p/c w/Richardo		0.10	\$35.00
6/22/2005	EMT	Court appearance		1.00	\$350.00
6/23/2005	EMT	Review fax from Elizabeth; p/c w/Marc		0.20	\$70.00
7/12/2005	EMT	Review Tennessee attorney's correspondence		0.10	\$35.00
7/13/2005	EMT	p/c w/Mark's office		0.10	\$35.00
7/27/2005	EMT	p/c w/Cary		0.10	\$35.00
8/1/2005	EMT	p/c w/Commissioner's office		0.10	\$35.00
8/5/2005	CJ	p/c w/Commissioner's office		0.20	\$28.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
8/9/2005	CJ	p/c w/Michael		0.20	\$28.00
8/11/2005	EMT	p/c w/Michael; p/c w/Commissioner's office		0.45	\$157.50
8/15/2005	EMT	Review neo; review letter from Elizabeth to Cary		0.10	\$35.00
8/17/2005	EMT	Review email letter and California complaint		0.40	\$140.00
8/23/2005	EMT	p/c w/Sharon Jaster		0.20	\$70.00
8/25/2005	EMT	Meeting w/Commissioner Norheim		1.00	\$350.00
8/28/2005	EMT	Review e-mail from Michael		0.10	\$35.00
9/2/2005	EMT	Review e-mail from Michael; respond		0.20	\$70.00
9/12/2005	EMT	Review Notice of Taking Deposition		0.10	\$35.00
9/22/2005	EMT	Review Amended Notice of Taking Deposition		0.10	\$35.00
9/23/2005	LLR	Discussion w/Elyse Tyrell (no charge for Ms. Tyrell's time); organize file into euro file; fax to Elizabeth Brickfield		1.00	\$175.00
9/23/2005	EMT	Review fax		0.10	\$35.00
9/26/2005	EMT	Read and respond to email from Michael		0.10	\$35.00
9/29/2005	EMT	Review court minutes; fax to Cary; fax to Elizabeth		0.20	\$70.00
10/6/2005	CJ	Fax to Elizabeth		0.25	\$35.00
10/7/2005	EMT	Review and sign fax		0.10	\$35.00
10/18/2005	CJ	Fax to Elizabeth		0.25	\$35.00
10/19/2005	EMT	Message from Elizabeth (no charge)			\$0.00
10/20/2005	LLR	p/c w/Elizabeth's office; p/c w/Elizabeth		0.45	\$78.75
10/25/2005	EMT	p/c w/Cary; review objection; review second amended notice		0.20	\$70.00
11/4/2005	CJ	Discuss file w/Elyse M. Tyrell, Esq.; fax to accountant		0.40	\$56.00
11/4/2005	EMT	Court appearance; p/c w/Mark; review fax to Mark		0.25	\$87.50
11/5/2005	CJ	p/c w/Elizabeth Brickfield; p/c w/Guardianship Office; fax to Guardianship Office		0.45	\$63.00
11/9/2005	EMT	p/c w/Mark's office		0.10	\$35.00
11/16/2005	CJ	Fax to Mark Asheghian		0.25	\$35.00
11/16/2005	EMT	Review fax to Mark		0.10	\$35.00
1/5/2006	LLR	p/c w/Nicole		0.20	\$35.00
6/14/2007	EMT	p/c w/Cary Payne		0.10	\$35.00
6/27/2007	EMT	Review pleadings; court appearance; p/c w/Angel; p/c w/Michael		1.40	\$490.00
6/29/2007	EMT	Meeting w/Michael; review fax from Elizabeth		1.10	\$385.00
7/3/2007	DVW	Review notice of hearing		0.10	\$14.00
7/5/2007	EMT	p/c w/Michael; meeting w/Jean; review two e-mails; respond		0.75	\$262.50
7/17/2007	EMT	p/c w/Angel; meeting w/Angel and Elizabeth		1.45	\$507.50
7/18/2007	EMT	p/c w/Michael and Caroline		0.20	\$70.00
7/18/2007	EMT	p/c w/Michael & Caroline		0.20	\$70.00
7/24/2007	EMT	p/c w/Cary Payne; p/c w/Angel's step-mother; prepare for court		1.75	\$612.50
7/25/2007	EMT	Court appearance		1.00	\$350.00
8/21/2007	EMT	p/c w/Elizabeth's office		0.20	\$70.00
8/22/2007	EMT	Review NEO		0.10	\$35.00
8/23/2007	EMT	Review documents provided by both parties; p/c w/Elizabeth; p/c w/Bob Ansara; p/c w/Cary Payne; p/c w/Margaret Spease; p/cw/Jimmy Perez.; p/c w/Maria Cabarillo; p/c w/Rick Orellano		6.50	\$2,275.00
8/28/2007	FMT	Review e-mail; respond; review Reply		0.25	\$87.50
9/4/2007	EMT	p/c w/Cary		0.10	\$35.00

Fees (continued)

Date	Biller	Description	Code	Hours	Amount
9/5/2007	DVW	Discuss file w/counsel; draft petition		1.50	\$210.00
9/5/2007	EMT	Court appearance		1.00	\$350.00
9/6/2007	EMT	Review and revise petition		1.00	\$350.00
9/10/2007	DVW	Draft order		1.00	\$140.00
9/10/2007	EMT	Revise and sign order; p/c w/Elizabeth Brickfield; p/c w/Gary Vandever		1.20	\$420.00
9/11/2007	EMT	Review returned, signed petition		0.10	\$35.00
9/12/2007	EMT	Review fax; review e-mail; respond; revise order		0.50	\$175.00
9/20/2007	EMT	p/c w/Angel		0.25	\$87.50
9/21/2007	DVW	Draft all setting pleadings for temporary guardianship		1.50	\$210.00
9/21/2007	EMT	Review fax		0.20	\$70.00
9/24/2007	EMT	Review e-mail; respond		0.10	\$35.00
9/25/2007	EMT	p/c w/Charles katz		0.10	\$35.00
9/28/2007	EMT	Review fax from Carey Payne		0.10	\$35.00
10/1/2007	EMT	Review e-mail; respond		0.10	\$35.00
10/3/2007	DVW	Letter to Gary Vandever and Charles Katz		0.50	\$70.00
10/4/2007	EMT	E-mail letter to Vandever and Katz; review and sign letter; review and sign NEO		0.25	\$87.50
10/9/2007	DVW	p/c w/client		0.10	\$14.00
10/9/2007	EMT	p/c w/Angel		0.20	\$70.00
10/10/2007	EMT	Meeting w/Mr. Ansara		0.75	\$262.50
10/17/2007	EMT	File order; review e-mail		0.25	\$87.50
10/18/2007	EMT	Review e-mail; respond		0.25	\$87.50
10/22/2007	EMT	p/c w/Robert Ansara		0.50	\$175.00
10/23/2007	DVW	Review e-mail; review file; scan and e-mail documents to client; review e-mail from client's office; respond		0.50	\$70.00
10/23/2007	EMT	Review e-mails; respond		0.20	\$70.00
10/29/2007	EMT	p/c w/Robert Ansara		0.20	\$70.00
10/31/2007	EMT	Review e-mail; respond		0.10	\$35.00
11/5/2007	EMT	Review correspondence from California attorney; scan and e-mail to Mr. Ansara; review e-mail from Mr. Ansara; respond		0.40	\$140.00
11/6/2007	EMT	Read and respond to email from Bob		0.10	\$35.00
11/8/2007	EMT	Review e-mail; respond		0.10	\$35.00
11/9/2007	EMT	p/c w/Bob Ansara		0.40	\$140.00
11/16/2007	EMT	Review e-mail; respond		0.20	\$70.00
12/26/2007	EMT	Review e-mail from Mr. Ansara; review fax		0.20	\$70.00
1/7/2008	EMT	Review e-mail; respond		0.20	\$70.00
1/22/2008	EMT	Read and respond to emails from Vandever		0.10	\$35.00
1/29/2008	EMT	p/c w/Bob Ansara		0.20	\$70.00
2/5/2008	EMT	Review letter from Katz		0.10	\$35.00
2/6/2008	DVW	Draft petition to abandon appeal		1.00	\$140.00
2/8/2008	DVW	Draft all setting pleadings		1.00	\$140.00
2/8/2008	EMT	Review and sign setting pleadings		0.10	\$35.00
2/11/2008	EMT	Review e-mail; respond		0.20	\$70.00
2/12/2008	EMT	Read and respond to email from Bob		0.20	\$70.00
2/25/2008	DVW	Review e-mail; discussion w/Ms. Tyrell; respond		0.20	\$28.00
2/25/2008	EMT	p/c w/Meredith Stowe		0.20	\$70.00
2/27/2008	EMT	Court appearance		1.00	\$350.00
2/28/2008	EMT	Revise order; scan and e-mail		0.40	\$140.00
3/3/2008	EMT	Review e-mail; respond		0.20	\$70.00
3/4/2008	EMT	Read and respond to email from Gary		0.10	\$35.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
3/10/2008	EMT	p/c w/Cary Payne		0.20	\$70.00
3/11/2008	EMT	p/c w/Cary Payne		0.20	\$70.00
3/17/2008	LLR	Review fax from Cary Payne; copy order for submission w/copy of Mr. Payne's letter; instructions to runner		0.25	\$43.75
3/24/2008	EMT	p/c w/Norman		0.10	\$35.00
3/26/2008	DVW	Discuss file w/EMT; revise order		0.20	\$28.00
3/26/2008	EMT	Discussions w/Cary Payne; discuss file w/staff; review and revise order; scan and email order		0.25	\$87.50
4/2/2008	EMT	Read and respond to email from Bandever		0.10	\$35.00
4/17/2008	EMT	Review e-mail; respond		0.10	\$35.00
4/28/2008	DVW	Draft petition		1.00	\$140.00
4/28/2008	EMT	Work w/assistant on petition		0.40	\$140.00
4/30/2008	DVW	Draft all setting pleadings		1.00	\$140.00
4/30/2008	EMT	Review and sign pleadings		0.20	\$70.00
5/5/2008	EMT	p/c w/Guardianship Commissioner's office		0.20	\$70.00
5/7/2008	EMT	Review e-mail		0.10	\$35.00
5/8/2008	DVW	E-mail to Guardianship Commissioner's office; fax to Cary Payne		0.40	\$56.00
5/12/2008	DVW	Review e-mails; respond		0.40	\$56.00
5/13/2008	DVW	Review email from Sara; email to Sara		0.20	\$28.00
5/16/2008	EMT	Review objection		0.10	\$35.00
5/20/2008	EMT	Review e-mail; respond		0.20	\$70.00
5/27/2008	EMT	Review e-mails; respond		0.20	\$70.00
6/16/2008	DVW	E-mail to Bob Ansara		0.25	\$35.00
6/16/2008	EMT	Review petition; p/c w/Cary		0.20	\$70.00
6/17/2008	EMT	Review e-mail; respond		0.10	\$35.00
6/18/2008	DVW	Draft objection w/Ms. Tyrell; p/c w/Mr. Ansara		1.20	\$168.00
6/18/2008	EMT	Work on objection w/assistant; p/c w/Mr. Ansara		0.90	\$315.00
6/23/2008	DVW	E-mail to Mr. Ansara; review and print e-mail from Mr. Ansara; review faxes from Cary Payne (2); second e-mail to Mr. Ansara		0.75	\$105.00
6/24/2008	EMT	Review fax		0.25	\$87.50
6/26/2008	EMT	p/c w/Guardianship Commissioner's office; p/c w/Guardianship Commissioner		0.20	\$70.00
6/27/2008	DVW	Draft report and recommendation		1.00	\$140.00
7/1/2008	EMT	Finalize report and recommendation		0.25	\$87.50
7/7/2008	EMT	Review fax from Meredith to Cary		0.10	\$35.00
7/14/2008	EMT	Review faxes		0.10	\$35.00
7/17/2008	EMT	Review e-mails; respond		0.20	\$70.00
8/19/2008	EMT	Review report and recommendation		0.20	\$70.00
8/19/2008	JB	Draft NEO		0.10	\$5.00
8/26/2008	EMT	Read and respond to emails from Bob		0.20	\$70.00
9/3/2008	EMT	Review letter from Gary Vandever; p/c w/Norman; p/c w/Cary; scan and email to Carey		0.25	\$87.50
9/5/2008	EMT	Scan and re-e-mail report and recommendation		0.20	\$70.00
9/12/2008	EMT	p/c w/Bob Ansara		0.20	\$70.00
10/6/2008	EMT	p/c w/client		0.10	\$35.00
12/4/2008	EMT	Review e-mail		0.20	\$70.00
1/30/2009	EMT	p/c w/Bob Ansara		0.25	\$87.50
2/4/2009	EMT	Fees charged for first account and report			\$1,500.00
SUBTOTAL:				83.75	\$25,910.50

Expenses

Date	Billor	Description	Code	Amount
1/6/2005	LLR	Copying costs to date		\$55.40
3/18/2005	LLR	Copying costs from 1/7/05 to date		\$49.80
3/18/2005	LLR	Postage costs		\$10.80
3/25/2005		Postage		\$2.40
4/8/2005		Postage		\$1.48
5/31/2005	LLR	Bounced check charges		\$25.00
9/23/2005	LLR	Euro file costs		\$18.50
11/1/2005		Postage		\$2.40
11/16/2005		Postage		\$1.48
1/19/2007		Postage		\$0.39
9/14/2007	EMT	Review signed order		\$0.10
9/21/2007	LLR	Runner costs		\$10.00
9/24/2007	DVW	Runner's service		\$10.00
9/24/2007	LLR	Runner costs		\$10.00
9/26/2007	DVW	Postage		\$59.40
9/26/2007	DVW	Runner's service		\$10.00
9/26/2007	LLR	Runner costs		\$10.00
9/26/2007	LLR	Runner costs		\$10.00
9/27/2007	LLR	Clark County Clerk		\$9.00
9/28/2007	DVW	Runner's service		\$10.00
9/28/2007	LLR	Runner costs		\$10.00
10/1/2007	DVW	Postage		\$4.10
10/4/2007	LLR	Runner costs		\$10.00
10/9/2007	DVW	Postage		\$6.38
10/18/2007	LLR	Runner costs		\$10.00
10/19/2007	LLR	Clark County Clerk		\$9.00
10/19/2007	LLR	Runner costs		\$10.00
10/22/2007	LLR	Postage costs		\$3.28
10/24/2007		Postage		\$0.58
2/11/2008	LLR	Runner costs		\$10.00
2/11/2008	LLR	Runner costs		\$10.00
2/13/2008	LLR	Runner costs		\$10.00
2/14/2008	LLR	Runner costs		\$10.00
2/15/2008	LLR	Postage costs		\$4.51
3/6/2008	LLR	Runner costs		\$10.00
3/17/2008	LLR	Runner costs		\$10.00
5/1/2008	LLR	Runner costs		\$10.00
5/2/2008	LLR	Runner costs		\$10.00
5/5/2008	LLR	Postage costs		\$4.10
5/5/2008	LLR	Runner costs		\$10.00
6/19/2008	LLR	Runner costs		\$10.00
6/20/2008	DVW	Postage		\$2.95
8/20/2008	LLR	Runner costs		\$10.00
8/26/2008	DVW	Postage		\$5.90

SUBTOTAL:**\$496.95****Payments**

Date	Description	Code	Amount
5/24/2005	Payment received		(\$2,000.00)
5/25/2005	Fees paid		(\$750.00)
6/2/2005	Angel Echevarria, re-deposit of bounced check		(\$2,000.00)
11/21/2005	Fees paid		(\$7,744.37)
11/21/2005	Costs paid		(\$167.26)

Payments (continued)

Date	Description	Code	Amount
7/18/2007	Fee payment (Michael/Caroline M. Yokr)		(\$2,000.00)
10/6/2008	Payment received		(\$500.00)
11/21/2008	Fee payment		(\$170.31)
11/21/2008	Cost payment		(\$329.69)
SUBTOTAL:			\$15,661.63

Bill Summary

Previous Balance	\$0.00
Current Fees	\$25,910.50
Current Expenses	\$496.95
Current Other:	\$0.00
Current Payments	(\$15,661.63)
Total Amount Due	\$10,745.82

ORIGINAL

FILED

FEB 12 3 31 PM '09

E. J. [Signature]
CLERK OF THE COURT

AFFOM
ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & PHILLIPS
11920 Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
(702) 382-2210
(702) 382-9242 (fax)
elyse@probatelawlv.com
Attorney for the Guardian of the
Estate and Successor Trustee of
the Ward's Living Trust,
ROBERT L. ANSARA

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department B

AFFIDAVIT OF MAILING

Date of Hearing: 02/25/09
Time of Hearing: 9:00 a.m.

STATE OF NEVADA)
: ss:
COUNTY OF CLARK)

LAURA L. ROHDE, being first duly sworn according to law,
deposes and says:

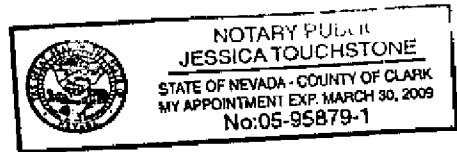
On the 11th day of February, 2009, I personally placed in
envelopes, postage fully prepaid, first class postage thereon,
copies of the First Account and Report of Guardian and Petition
for Payment of Fees, along with a copy of the Notice, addressed to
the persons whose names and addresses are set forth on Exhibit "1"
which is attached hereto and incorporated herein by reference, and
deposited the same in the Post Office at Las Vegas, Nevada.

There is a regular communication by mail between the Post
Office at Las Vegas, Nevada, and the addresses to which the above-

1 referenced documentation was mailed.

2
3 
4 LAURA L. ROHDE

5
6
7 SUBSCRIBED and SWORN to before me
8 this 11th day of February, 2009.



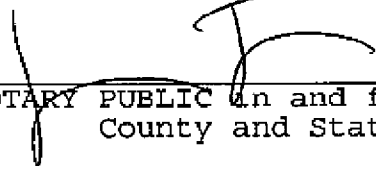
9 
10 NOTARY PUBLIC in and for said
11 County and State
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EXHIBIT "1"

1
2 Robert L. Ansara
P.O. Box 30785
3 Las Vegas, NV 89173
4 Angel Echevarria
Anthony Echevarria
5 12 Desert Highlands Drive
Henderson, NV 89052
6
7 Michael Echevarria
120 Pana Drive
Hendersonville, TN 37075
8
9 Robert Echevarria
P.O. Box 5496
Mohave Valley, AZ 86446
10
11 Michael T. Echevarria
Tersa Echevarria
c/o Paula Cunningham
12 P.O. Box 341
La Canada, CA 91012
13
14 Ana Echevarria
Amanda Echevarria
c/o Angel Echevarria
15 12 Desert Highlands Drive
Henderson, NV 89052
16
17 Elizabeth Brickfield, Esq.
300 S. Fourth Street #1700
Las Vegas, NV 89101
18
19 Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212
20
21 Cary Colt Payne, Esq.
700 South Eighth Street
Las Vegas, NV 89101
22
23 Gary Vandever
501 Park Avenue, Suite B
Lebanon, TN 37087
24
25
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11

FILED

MAR 06 2009

E. H. A. F. I.
CLERK OF THE COURT

1 OBJ

Elizabeth Brickfield, Bar #6236

2 Meredith L. Stow, Bar #9203

Lionel Sawyer & Collins

3 300 S. 4th St., #1700

Las Vegas, Nevada 89101

4 Telephone: 702-383-8888

Facsimile: 702-383-8845

5 ebrickfield@lionelsawyer.com

mstow@lionelsawyer.com

6 Attorneys for Angel Echevarria

DISTRICT COURT, FAMILY COURT

CLARK COUNTY, NEVADA

7 In the Matter of the Person and Estate

8 of

9 JEAN R. ECHEVARRIA,

10 an adult ward.

Case No.: G 27262

Dept. No.: H

Date of Hearing: March 11, 2009

Time of Hearing: 9:00 a.m.

11 **OBJECTION IN PART TO PETITION FOR APPROVAL OF GUARDIAN'S**
12 **ATTORNEYS' FEES**

13 Angel Echevarria, Guardian of the Person of her mother, Jean R. Echevarria, by and through
14 her counsel of record, Elizabeth Brickfield, Esq., and Meredith Stow, Esq., of Lionel Sawyer &
15 Collins, hereby objects in part to the petition for approval of the guardian's attorneys' fees and costs.

16 1. On May 8, 2007, this Court approved the \$56,457.00 in attorneys' fees and costs
17 Angel Echevarria incurred from January 5, 2005 through March 29, 2007 in this matter. (Exhibit
18 1, May 8, 2007 Order.) In that Order, the Court instructed Ms. Echevarria, as Special Guardian of
19 the Estate of Jean Ruth Echevarria and as Trustee of the Jean R. Echevarria Trust, dated May 30,
20 2000, to pay the approved attorneys' fees and costs from the Ward's Trust. *Id.*

21 2. Because of cash flow problems, the Ward's Trust has not yet paid the \$56,457.00 in
22 attorneys' fees and costs it was ordered to pay pursuant to this Court's May 5, 2007 Order.

23 3. The Ward's current guardian recently filed a petition for approval of his attorneys' fees
24 and costs and requested the Court instruct those attorneys' fees and costs be paid out of the Ward's



CLERK OF THE COURT

MAR 6 2009

RECEIVED

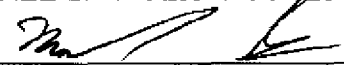
LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702.383.8888
FAX 702.383.8845

1 Trust. Ms. Echevarria objects to the guardian's petition for fees in as much as those attorneys' fees
2 and costs would be paid out of the Ward's Trust before Ms. Echevarria's previously approved
3 attorneys' fees and trust are to be paid out of the Ward's Trust.

4 4. Ms. Echevarria therefore requests that this Court instruct the guardian to immediately
5 pay the previously approved \$56,457.00 in attorneys' fees and costs from the Ward's Trust before
6 payment is made on any other claims for attorneys' fees and costs, or, alternatively, to pay all
7 approved attorneys' fees and costs on a pro rata basis.

8 Dated this 6 day of March, 2009.

9 LIONEL SAWYER & COLLINS

10 By 
11 Elizabeth Brickfield, Bar No. 6236
12 Meredith Stow, Bar No. 9203
13 Lionel Sawyer & Collins
14 300 South Fourth Street, Suite 1700
15 Las Vegas, Nevada 89101

16 Attorneys for Angel Echevarria
17
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CERTIFICATE OF SERVICE

I hereby certify that on this 6 day of March, 2009, I served a true and correct copy of the foregoing OBJECTION IN PART TO PETITION FOR APPROVAL OF GUARDIAN'S ATTORNEYS' FEES, with a courtesy copy sent by facsimile where possible, via the U.S. Postal Service, correct postage prepaid, addressed to:

Cary Colt Payne, Esq.
Cary Colt Payne Chtd.
700 South Eighth Street
Las Vegas, NV 89101
Counsel for Michael Echevarria

Elyse Tyrell, Esq.
Trent Tyrell & Phillips
11920 Southern Highlands Parkway, Suite 200
Las Vegas, NV 89141
Attorney for Robert Ansara

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052



Mai Tieu, an employee of
LIONEL SAWYER & COLLINS

EXHIBIT 1

EXHIBIT 1

ORIGINAL

53

1 **ORDR**

2 Lionel Sawyer & Collins

3 Elizabeth Brickfield, Bar No. 6236

4 Meredith Stow, Bar No. 9203

5 300 South 4th Street

6 Las Vegas, NV 89101

7 (702) 383-8888 (phone)

8 Attorney for Guardian and Trustee Angel Echevarria

FILED

May 8 2 22 PM '07

Clerk of the Court

DISTRICT COURT

CLARK COUNTY, NEVADA

10 In the Matter of the Guardianship of the
11 Person and Estate of

Case No.: G 27262

Dept. No.: H

12 JEAN R. ECHEVARRIA,

Date of Hearing: May 2, 2007

13 an adult ward.

Time of Hearing: 10:00 a.m.

14 **ORDER GRANTING PETITION FOR APPROVAL OF ATTORNEYS FEES AND**
15 **COSTS; PETITION FOR REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL,**
16 **ESQ., AS GUARDIAN AD LITEM**

17 A hearing was held on May 2, 2007 on the Petition For Approval of Attorneys Fees and
18 Costs; Petition For Reimbursement Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem, filed
19 by Elizabeth Brickfield, Esq., of the law firm of Lionel Sawyer & Collins, counsel of record for
20 Angel Echevarria, Guardian of the Person and Special Guardian of the Estate of Jean R. Echevarria
21 (the "Ward"), and Trustee of the Jean R. Echevarria Trust, dated May 30, 2000, (the "Trust").

22 The Court, having previously appointed Angel Echevarria as Special Guardian of the Estate
23 of Jean Ruth Echevarria and General Guardian of the Person of Jean Ruth Echevarria, taken
24 jurisdiction of the Jean R. Echevarria Trust, dated May 30, 2000, as a proceeding in rem, and
25 confirmed Ms. Echevarria as Trustee of the Jean R. Echevarria Trust, by its January 5, 2005 Order,
26 having reviewed the Petition For Approval of Attorneys Fees and Costs; Petition For Reimbursement
27 Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem, having reviewed the pleadings and papers
28 on file, having heard argument on the matter and being fully advised in the premises, finds: (i) proper
notice of the hearing was duly given as required by law; (ii) the facts alleged in the Petition are true

GUARDIANSHIP

MAY 02 2007

LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702 383 8888

1 and correct; (iii) the Guardian has incurred reasonable and necessary expenses in exercising the
2 authority and performing the duties of Guardian and Trustee, and in retaining accountants, attorneys
3 or other professionals, and those expenses should be allowed; (vi) the attorneys' fees for services
4 rendered by Lionel Sawyer & Collins from December 1, 2004 through March 29, 2007, and
5 reimbursement of costs for said period, were reasonable and necessary expenses incurred by Ms.
6 Echevarria as Guardian of the Person and Special Guardian of the Estate of Jean R. Echevarria, and
7 Trustee of the Jean R. Echevarria Trust, and those expenses should be allowed by the Court and paid
8 for from the Jean R. Echevarria Trust; (v) Michael Echevarria should reimburse the guardianship
9 estate \$4,959.75 for the guardianship estate's payment of Mr. Echevarria's portion of the Guardian
10 Ad Litem's fees; and (vi) the Petition For Approval of Attorneys Fees and Costs; Petition For
11 Reimbursement Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem, should be granted.
12 Accordingly, it is hereby

13 ORDERED, ADJUDGED AND DECREED that the Petition For Approval of Attorneys Fees
14 and Costs; Petition For Reimbursement Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem
15 is granted;

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Lionel Sawyer & Collins
17 is hereby allowed the sum of \$ 56,453.00, representing the balance owing of attorneys' fees
18 for services rendered from December 1, 2004 through March 29, 2007, and reimbursement of costs
19 for said period; and Ms. Echevarria as Special Guardian of the Estate of Jean R. Echevarria,
20 Guardian of the Person of Jean R. Echevarria, and Successor Trustee of the Jean R. Echevarria Trust,
21 is hereby authorized and directed to pay such fees and costs from the Jean R. Echevarria Trust; and,

22 ///

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27 ///

28 ///

LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702 941 9900

Page 2 of 2


1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Michael Echevarria
2 reimburse the guardianship estate \$4,959.75 for the guardianship estate's payment of Mr.
3 Echevarria's portion of the Guardian Ad Litem's fees.

4 Dated this 7 day of May, 2007.

5 
6 DISTRICT COURT JUDGE

7 T. ARTHUR RITCHIE, JR.

8 Submitted by:
9 Lionel Sawyer & Collins

10 By 
11 Elizabeth Brickfield, Esq., Bar No. 6236
12 Meredith Stow, Esq., Bar No. 9203
13 1700 Bank of America Plaza
14 300 South Fourth Street
15 Las Vegas, Nevada 89101
16 Attorneys for Guardian/Trustee
17 Angel Echevarria
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LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101

1 PET

Elizabeth Brickfield, Bar #6236

2 Meredith L. Stow, Bar #9203

Lionel Sawyer & Collins

3 300 S. 4th St., #1700

Las Vegas, Nevada 89101

4 Telephone: 702-383-8888

Facsimile: 702-383-8845

5 ebrickfield@lionelsawyer.com

mstow@lionelsawyer.com

6 Attorneys for Angel Echevarria

7 DISTRICT COURT, FAMILY COURT

8 CLARK COUNTY, NEVADA

9
10 In the Matter of the Person and Estate)

11 of)

12 JEAN R. ECHEVARRIA,)

13 an adult ward.)

Case No.: G 27262

Dept. No.: *HR*

14 Date of Hearing: April 1, 2009

Time of Hearing: 9:00 a.m.

15 **PETITION FOR APPROVAL OF ANGEL ECHEVARRIA'S ATTORNEYS FEES AND**
16 **COSTS**

17 Angel Echevarria, Guardian of the Person of her mother, Jean R. Echevarria, by and through
18 her counsel of record, Elizabeth Brickfield, Esq., and Meredith Stow, Esq., of Lionel Sawyer &
19 Collins, hereby petitions this Court for an order approving the additional attorneys' fees and costs
20 incurred by Ms. Echevarria in this matter and ordering the Guardian to pay those attorneys' fees and
21 costs from the Ward's Estate.

22 Angel Echevarria makes and bases her petition on all of the pleadings and papers on file, the
following points and authorities and all exhibits attached thereto.

Dated this 11th day of March, 2009.

LIONEL SAWYER & COLLINS

By: *[Signature]*

Elizabeth Brickfield, Esq., NSB #6236

Meredith Stow, Esq., NSB #9203

Attorneys for Angel Echevarria

Page 1 of 5

FILED

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[Signature]
CLERK OF THE COURT



040027262

CLERK OF THE COURT

MAR 11 2009

RECEIVED

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LAS VEGAS, NEVADA 89101
PHONE 702.383.8888
FAX 702.383.8845

Memorandum of Points and Authorities

1. On January 5, 2005, this Court appointed Angel Echevarria as General Guardian of the Person of Jean Ruth Echevarria and took jurisdiction of the Jean R. Echevarria Trust, dated May 30, 2000, as a proceeding in rem. (Exhibit 1, January 7, 2005 Order.)

2. On May 8, 2007, this Court approved the \$56,457.00 in attorneys' fees and costs Angel Echevarria incurred from January 5, 2005 through March 29, 2007 in this matter. (Exhibit 2, May 8, 2007 Order.) In that Order, the Court instructed Ms. Echevarria, as Special Guardian of the Estate of Jean Ruth Echevarria and as Trustee of the Jean R. Echevarria Trust, dated May 30, 2000, to pay the approved attorneys' fees and costs from the Ward's Trust. *Id.*

3. Because of cash flow problems, the Ward's Trust has not yet paid the \$56,457.00 in attorneys' fees and costs it was ordered to pay pursuant to this Court's May 5, 2007 Order.

4. The Ward's current guardian recently filed a petition for approval of his attorneys' fees and costs and requested the Court instruct those attorneys' fees and costs be paid out of the Ward's Trust. Ms. Echevarria has objected to the guardian's petition for fees in as much as those attorneys' fees and costs would be paid out of the Ward's Trust before Ms. Echevarria's previously approved attorneys' fees and trust are to be paid out of the Ward's Trust.

5. In her objection, Ms. Echevarria asked that this Court instruct the guardian to immediately pay the previously approved \$56,457.00 in attorneys' fees and costs from the Ward's Trust before payment is made on any other claims for attorneys' fees and costs, or, alternatively to pay all of the approved attorneys' fees and costs on a pro rata basis.

6. Since the Court's May 8, 2007 Order, Ms. Echevarria has incurred additional attorneys' fees and costs in her defense of the Ward and the Ward's Trust from claims brought against the Ward and her Trust in multiple jurisdictions. It is therefore appropriate for this Court to instruct the guardian to pay Ms. Echevarria's attorneys' fees and costs from the Ward's Trust.

7. Ms. Echevarria has incurred \$46,575.10 in additional attorneys' fees and costs from March 29, 2007 through March 4, 2009. Attached as Exhibits 3 is the Affidavit of Elizabeth Brickfield, Esq., and the billing statement from Lionel Sawyer & Collins for the period of March 29, 2007 through March 4, 2009, showing fees of \$45,456.75 and costs of \$1,118.35 incurred in this

1 matter. (Exhibit 3, Affidavit of Elizabeth Brickfield, Esq.)

2 8. Ms. Echevarria asks that this Court approve the \$46,575.10 in attorneys' fees and
3 costs she has incurred from March 29, 2007 through March 4, 2009 and instruct the guardian to pay
4 the \$46,575.10 from the Ward's Trust.

5 9. This Court has authority under NRS 159.103 and NRS 159.183 to approve payment
6 of Ms. Echevarria's attorneys' fees and costs and to authorize those fees and costs to be paid from
7 the Ward's estate. Alternatively, having taken jurisdiction of the Trust as a proceeding in rem under
8 Chapter 164, this Court has authority under NRS 164.040 to approve the payment of the attorneys'
9 fees and costs incurred by Ms. Echevarria and to direct those fees and costs be paid from the Trust
10 estate.

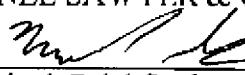
11 10. Wherefore, Angel Echevarria asks this Court to issue an order:

12 a) approving Angel Echevarria's \$46,575.10 in attorneys' fees and costs and
13 authorizing those attorneys' fees and costs to be paid from the Ward's Trust; and,

14 b) instructing the guardian to immediately pay the previously approved \$56,457.00
15 in attorneys' fees and costs from the Ward's Trust before payment is made on any other claims for
16 attorneys' fees and costs, or, alternatively, instructing the guardian to pay all approved attorneys' fees
17 and costs on a pro rata basis.

18 Dated this 11th day of March, 2009.

19 LIONEL SAWYER & COLLINS

20 By 
Elizabeth Brickfield, Bar No. 6236
21 Meredith Stow, Bar No. 9203
22 Lionel Sawyer & Collins
300 South Fourth Street, Suite 1700
23 Las Vegas, Nevada 89101

24 Attorneys for Angel Echevarria

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CERTIFICATE OF SERVICE

I hereby certify that on this 11 day of March, 2009, I served a true and correct copy of the foregoing PETITION FOR APPROVAL OF ANGEL ECHEVARRIA'S ATTORNEYS FEES AND COSTS via the U.S. Postal Service, correct postage prepaid, addressed to:

Cary Colt Payne, Esq.
Cary Colt Payne Chtd.
700 South Eighth Street
Las Vegas, NV 89101
Counsel for Michael Echevarria

Elyse Tyrell, Esq.
Trent Tyrell & Phillips
11920 Southern Highlands Parkway, Suite 200
Las Vegas, NV 89141
Attorney for Robert Ansara

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052



Mai Tieu, an employee of
LIONEL SAWYER & COLLINS

EXHIBIT 1

EXHIBIT 1

1 ORDG
2 MARK A. SOLOMON, ESQ.
3 Nevada State Bar No. 0418
4 ELIZABETH BRICKFIELD, ESQ.
5 Nevada State Bar No. 6236
6 LIONEL SAWYER & COLLINS
7 1700 Bank of America Plaza
8 300 South Fourth Street
9 Las Vegas, Nevada 89101
10 (702) 383-8888
11 Attorneys for Angel Echevarria

FILED

JAN 7 4 20 PM '05

8
9 DISTRICT COURT, FAMILY COURT
CLARK COUNTY, NEVADA

10 In the Matter of the Guardianship of the) Case No. G 27262
11) Dept. No. B
12 Estate of JEAN RUTH ECHEVARRIA,)
13 Adult Ward) Date of Hearing: January 5, 2005
14) Time of Hearing: 9:00 a.m.

15 ORDER APPOINTING ANGEL ECHEVARRIA AS GENERAL GUARDIAN OF THE
16 PERSON OF JEAN RUTH ECHEVARRIA AND SPECIAL GUARDIAN OF THE ESTATE
17 OF JEAN RUTH ECHEVARRIA; ORDER ASSUMING JURISDICTION OF THE JEAN
18 RUTH ECHEVARRIA TRUST; ORDER DIRECTING THE SALE OF AN ASSET OF THE
19 MILLS AT LEBANON, LLC; ORDER ASSESSING THE FEES OF ELYSE TYRELL, ESQ.;
20 ORDER APPOINTING ELYSE TYRELL AS GUARDIAN AD LITEM.

21 The Petition of Michael Echevarria and Nevada Fiduciary Services to be appointed as
22 General Guardian of the Estate of Jean Ruth Echevarria and the Opposition of Angel Echevarria to
23 Michael Echevarria's Petition and her Counter-Petition to be Named Guardian or Alternatively to
24 dismiss the proceedings came before the Court.

25 Present at the hearing were JEAN RUTH ECHEVARRIA, ANGEL ECHEVARRIA, JEAN
26 RUTH ECHEVARRIA's daughter and her counsel of record, ELIZABETH BRICKFIELD, ESQ. of
27 the law firm of LIONEL SAWYER & COLLINS, KIM BOYER, ESQ. of the law firm of BOLICK
28 BOYER & GOODSSELL, on behalf of MICHAEL ECHEVARRIA and NEVADA FIDUCIARY

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS, NV 89101

1 SERVICES, who were not present and ELYSE TYRELL, ESQ. of the law firm of PATRICIA
2 TRENT & ASSOCIATES, the investigator appointed by stipulation of the parties.

3 The Court, having considered the pleadings, heard the arguments of Counsel and having
4 interviewed JEAN RUTH ECHEVARRIA in camera made the following findings and orders.

5 The Court finds that JEAN RUTH ECHEVARRIA executed a valid estate plan, including
6 the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust, a Durable Power of Attorney, a Durable
7 Power of Attorney for Health Care and a Nomination of Guardian of her Person under her Last Will
8 and Testament.

9 The Court finds that JEAN RUTH ECHEVARRIA designated ANGEL ECHEVARRIA to
10 serve as Successor Trustee of the JEAN RUTH ECHEVARRIA TRUST; to serve as JEAN RUTH
11 ECHEVARRIA's agent for health care and all general purposes; to serve as Guardian of her Person
12 if necessary and that these designations are valid and in effect.

13 The Court finds that it has jurisdiction of the JEAN RUTH ECHEVARRIA TRUST as a
14 Nevada Trust and that ANGEL ECHEVARRIA is confirmed as successor trustee of the Trust:

15 The Court finds that one hundred percent of the membership interests of the Mill at Lebanon,
16 LLC is owned by the JEAN RUTH ECHEVARRIA TRUST;

17 The Court finds that JEAN RUTH ECHEVARRIA knows and understands the financial
18 conditions that make it in her best interest that the real property which is an asset of the Mills at
19 Lebanon, LLC be sold, as she has invested hundreds of thousands of dollars in the property; the
20 property is in poor condition and would require the replacement of the roof; the property is in
21 foreclosure and back taxes are owing;

22 The Court finds that it has general jurisdiction over the person of MICHAEL ECHEVARRIA
23 in that he submitted to this Court's jurisdiction by coming before this Court to seek his appointment

1 as Temporary and General Guardian of the Estate of JEAN RUTH ECHEVARRIA and placing the
2 issue of the sale of the real property owned by the Mills at Lebanon, LLC before this Court and that
3 any claims he is asserting against the Mills at Lebanon, LLC are claims that are properly before this
4 Court in this proceeding as one hundred percent of the membership interest in the Mills at Lebanon,
5 LLC is an asset of the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust;
6

7 The Court respectfully offers its suggestion to the Tennessee Court that in the name of
8 judicial economy and efficiency the Guardianship Court of the Eighth Judicial District Court, Clark
9 County, Nevada having all parties and the issues before it is the more appropriate forum for the
10 resolution of all issues relating to any claims being made by MICHAEL ECHEVARRIA that he has
11 an interest as a creditor of the Mills at Lebanon, LLC;
12

13 The Court respectfully notifies the Tennessee Court that the Guardianship Court of the Eighth
14 Judicial District Court, Clark County, Nevada is prepared to hold the proceeds from the sale of the
15 Mills at Lebanon, LLC real property in escrow pending resolution by the Guardianship Court of any
16 claims of MICHAEL ECHEVARRIA against such assets;
17

18 The Court finds that the privacy of JEAN RUTH ECHEVARRIA is to be respected and that
19 her financial affairs and estate planning documents are to remain protected and private;

20 The Court finds that pursuant to NRS 159.046(4) that MICHAEL ECHEVARRIA
21 unnecessarily or unreasonably caused the appointment of ELYSE TYRELL to investigate this matter
22 and is therefore liable for eighty-five percent of the expenses associated with the investigation.

23 GOOD CAUSE appearing;

24 IT IS HEREBY ORDERED that ANGEL ECHEVARRIA is appointed as Special Guardian
25 of the Estate of JEAN RUTH ECHEVARRIA with the authority to act in accordance with the
26 provisions of NRS 159.083 and to serve as such without bond;
27
28

1 IT IS FURTHER ORDERED that ANGEL ECHEVARRIA is appointed as General Guardian
2 of the Person of JEAN RUTH ECHEVARRIA;

3 IT IS FURTHER ORDERED that the Guardianship Court of the Eighth Judicial District
4 Court of the State of Nevada assumes jurisdiction over the Jean R. Echevarria Trust dated May 30,
5 2000, as a proceeding in rem;

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA
7 is confirmed as Trustee of the Jean R. Echevarria Trust dated May 30, 2000;

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the sale of the assets of
9 the Mills at Lebanon, LLC shall proceed as being in the Ward's best interests;

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA,
11 as successor trustee of the Jean R. Echevarria Trust shall execute all documents to complete the sale
12 of the real property held as an asset of the Mills at Lebanon, LLC;

13 IT IS FURTHER ORDERED ADJUDGED AND DECREED that Michael Echevarria shall
14 not interfere with the sale of the real property held as an asset of the Mills at Lebanon, LLC;

15 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ANGEL ECHEVARRIA
16 shall provide the Guardianship Court with a copy of all estate planning documents for JEAN
17 ECHEVARRIA and that such documents shall be reviewed by the Court in camera and kept
18 confidential;

19 IT IS FURTHER ORDERED ADJUDGED AND DECREED that any financial records,
20 documents, bank statements or copies of such obtained by MICHAEL ECHEVARRIA through
21 subpoena duces tecum or other discovery method shall be deemed subject to a protective order and
22 the discovery shall not be had by him or his counsel. If any such documents have been provided to
23 MICHAEL ECHEVARRIA or his counsel such documents and any copies shall be turned over to
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1 ELIZABETH BRICKFIELD, ESQ. and shall not be released to MICHAEL ECHEVARRIA;

2 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ELYSE TYRELL, ESQ.
3 shall be appointed as Guardian ad Litem in this matter;

4 IT IS FURTHER ORDERED ADJUDGED AND DECREED that eighty five percent of the
5 fees attributable to the services of ELYSE TYRELL, ESQ. as investigator in this matter shall be
6 paid by MICHAEL ECHEVARRIA and fifteen percent of the fees shall be paid from the assets of
7 JEAN RUTH ECHEVARRIA; and

8
9 IT IS FURTHER ORDERED ADJUDGED AND DECREED that MICHAEL
10 ECHEVARRIA take no action or make any request to any Court, including the Chancery Court of
11 Wilson County, Tennessee at Lebanon in Civil Action No. 04-418, known as Michael A.
12 Echevarria, Plaintiff v. The Mills at Lebanon, LLC, to prevent or stay the payment of the proceeds
13 of such sale to any person, Court or entity other than Angel Echevarria, successor trustee of the Jean
14 R. Echevarria Trust dated May 30, 2000.

15
16 Dated this 7 day of January, 2005.

17
18 
DISTRICT COURT JUDGE

19 For STEVEN E. JONES

20 Submitted by:

21 LIONEL SAWYER & COLLINS

22 By Mark A. Solomon
23 MARK A. SOLOMON, ESQ.
24 ELIZABETH BRICKFIELD, ESQ.
25 300 South Fourth Street
26 Las Vegas, Nevada 89101
27 Attorneys for Angel Echevarria
28

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& COLLINS
ATTORNEYS AT LAW
3 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 252-8888



EXHIBIT 2

EXHIBIT 2

ORIGINAL

53

1 **ORDER**

2 Lionel Sawyer & Collins
 3 Elizabeth Brickfield, Bar No. 6236
 4 Meredith Stow, Bar No. 9203
 5 300 South 4th Street
 6 Las Vegas, NV 89101
 7 (702) 383-8888 (phone)
 8 Attorney for Guardian and Trustee Angel Echevarria

FILED

May 8 2 22 PM '07

Clerk of the Court

9
 10 DISTRICT COURT
 11 CLARK COUNTY, NEVADA

12 In the Matter of the Guardianship of the
 13 Person and Estate of

Case No.: G 27262
 Dept. No.: H

14 JEAN R. ECHEVARRIA,
 15 an adult ward.

Date of Hearing: May 2, 2007
 Time of Hearing: 10:00 a.m.

16 **ORDER GRANTING PETITION FOR APPROVAL OF ATTORNEYS FEES AND**
 17 **COSTS; PETITION FOR REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL,**
 18 **ESQ., AS GUARDIAN AD LITEM**

19 A hearing was held on May 2, 2007 on the Petition For Approval of Attorneys Fees and
 20 Costs; Petition For Reimbursement Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem, filed
 21 by Elizabeth Brickfield, Esq., of the law firm of Lionel Sawyer & Collins, counsel of record for
 22 Angel Echevarria, Guardian of the Person and Special Guardian of the Estate of Jean R. Echevarria
 23 (the "Ward"), and Trustee of the Jean R. Echevarria Trust, dated May 30, 2000, (the "Trust").

24 The Court, having previously appointed Angel Echevarria as Special Guardian of the Estate
 25 of Jean Ruth Echevarria and General Guardian of the Person of Jean Ruth Echevarria, taken
 26 jurisdiction of the Jean R. Echevarria Trust, dated May 30, 2000, as a proceeding in rem, and
 27 confirmed Ms. Echevarria as Trustee of the Jean R. Echevarria Trust, by its January 5, 2005 Order,
 28 having reviewed the Petition For Approval of Attorneys Fees and Costs; Petition For Reimbursement
 Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem, having reviewed the pleadings and papers
 on file, having heard argument on the matter and being fully advised in the premises, finds: (i) proper
 notice of the hearing was duly given as required by law; (ii) the facts alleged in the Petition are true

GUARDIANSHIP

MAY 02 2007

LIONEL SAWYER & COLLINS
 1700 BANK OF AMERICA
 PLAZA
 300 SOUTH FOURTH STREET
 LAS VEGAS, NEVADA 89101
 PHONE 702 383 8888

Page 1 of 2

1 and correct; (iii) the Guardian has incurred reasonable and necessary expenses in exercising the
2 authority and performing the duties of Guardian and Trustee, and in retaining accountants, attorneys
3 or other professionals, and those expenses should be allowed; (vi) the attorneys' fees for services
4 rendered by Lionel Sawyer & Collins from December 1, 2004 through March 29, 2007, and
5 reimbursement of costs for said period, were reasonable and necessary expenses incurred by Ms.
6 Echevarria as Guardian of the Person and Special Guardian of the Estate of Jean R. Echevarria, and
7 Trustee of the Jean R. Echevarria Trust, and those expenses should be allowed by the Court and paid
8 for from the Jean R. Echevarria Trust; (v) Michael Echevarria should reimburse the guardianship
9 estate \$4,959.75 for the guardianship estate's payment of Mr. Echevarria's portion of the Guardian
10 Ad Litem's fees; and (vi) the Petition For Approval of Attorneys Fees and Costs; Petition For
11 Reimbursement Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem, should be granted.
12 Accordingly, it is hereby

13 ORDERED, ADJUDGED AND DECREED that the Petition For Approval of Attorneys Fees
14 and Costs; Petition For Reimbursement Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem
15 is granted;

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Lionel Sawyer & Collins
17 is hereby allowed the sum of \$ 56,453.00, representing the balance owing of attorneys' fees
18 for services rendered from December 1, 2004 through March 29, 2007, and reimbursement of costs
19 for said period; and Ms. Echevarria as Special Guardian of the Estate of Jean R. Echevarria,
20 Guardian of the Person of Jean R. Echevarria, and Successor Trustee of the Jean R. Echevarria Trust,
21 is hereby authorized and directed to pay such fees and costs from the Jean R. Echevarria Trust; and,

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LIONEL SAWYER & COLLINS
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PHONE 702 399 6000

Page 2 of 2

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Michael Echevarria
2 reimburse the guardianship estate \$4,959.75 for the guardianship estate's payment of Mr.
3 Echevarria's portion of the Guardian Ad Litem's fees.

4 Dated this 7 day of May, 2007.



DISTRICT COURT JUDGE

T. ARTHUR RITCHIE, JR.

7 Submitted by:
8 Lionel Sawyer & Collins

9
10 By EL MS
11 Elizabeth Brickfield, Esq., Bar No. 6236
12 Meredith Stow, Esq., Bar No. 9203
13 1700 Bank of America Plaza
14 300 South Fourth Street
15 Las Vegas, Nevada 89101
16 Attorneys for Guardian/Trustee
17 Angel Echevarria
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LIONEL SAWYER & COLLINS
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LAS VEGAS, NEVADA 89101

EXHIBIT 3

EXHIBIT 3

1 **AFFIDAVIT OF ELIZABETH BRICKFIELD, ESQ.**
2 **IN SUPPORT OF PETITION FOR APPROVAL OF ANGEL ECHEVARRIA'S**
3 **ATTORNEYS FEES AND COSTS**

4 CLARK COUNTY)
5) ss:
6 STATE OF NEVADA)

7 Elizabeth Brickfield, Esq., being duly sworn, deposes and states:

8 1. I am an attorney licensed to practice in the State of Nevada and am a shareholder of
9 Lionel Sawyer & Collins, the law firm representing Angel Echevarria in Case No. G 27262, the
10 Guardianship of Jean R. Echevarria, presently pending in the Eighth Judicial District Court. I am
11 competent to testify to the facts stated herein and would do so if requested. This Affidavit is
12 submitted in support of the Petition for Approval of Angel Echevarria's Attorneys' Fees and Costs.

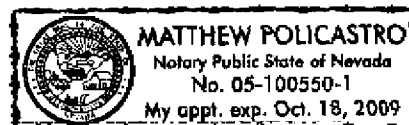
13 2. I am the attorney with Lionel Sawyer & Collins who is primarily responsible for the
14 representation of Angel Echevarria. At the time that Lionel Sawyer & Collins was retained on behalf
15 of Ms. Echevarria on December 1, 2004, it was agreed that Lionel Sawyer & Collins would be paid
16 at the normal hourly rate of its attorneys and paralegals who would work on the matter and would
17 be reimbursed for all costs expended on behalf of the estate.

18 3. Attached hereto as **Exhibit "A"** is a true and correct copy of Lionel Sawyer &
19 Collins' billing statement in this matter covering attorney and paralegal services during the period
20 of March 29, 2007 to March 4, 2009. As shown by the statement, which sets forth specific detail
21 concerning the services provided, Lionel Sawyer & Collins has earned fees during that time in the
22 total amount of \$45,456.75 and incurred costs in the total amount of \$1,118.35.

23 
24 ELIZABETH BRICKFIELD, ESQ.

25 SIGNED and SWORN to before me
26 on this 11th day of March, 2009.

27 
28 NOTARY PUBLIC
My Commission Expires: 10/18/2009



LIONEL SAWYER & COLLINS
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300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
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EXHIBIT A

EXHIBIT A

LIONEL SAWYER & COLLINS

Attorneys at Law
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
(702) 383-8888

Angel Echevarria
12 Desert Highland Drive
Henderson, NV 89052

Re: Guardianship of Jean R. Echevarria
I.D. 17340-0001- JMN

Invoice Date: March 4, 2009
Invoice# 340813

***** FOR INFORMATIONAL PURPOSES ONLY *****

Current Fees	45,456.75	
Current Disbursements	1,118.35	
Total Current Charges	<hr/> 46,575.10	
Total Amount Due		46,575.10

**** OUR TAX I.D. NO. IS 88-0104611 ****
Reno: 1100 Bank of America Plaza 50 West Liberty Street Reno, Nevada 89501 (775) 788-8666
Carson City: 410 S. Carson St. Carson City, NV 89701 (775) 841-9115
Washington DC: 101 Constitution Ave. NW, Ste. 800 Washington DC 20001 (202) 742-4264

Invoice Date: March 4, 2009
Invoice No. 340813

I.D. 17340-0001 - JMN
Re: Guardianship of Jean R. Echevarria

TIMEKEEPER	STATUS	HOURS	RATE	AMOUNT
Elizabeth Brickfield	ATTORNEY	71.90	325.00 \$	23,367.50
Elizabeth Brickfield	ATTORNEY	18.30	350.00 \$	6,405.00
Meredith L. Stow	ATTORNEY	19.00	205.00 \$	3,895.00
Meredith L. Stow	ATTORNEY	35.00	225.00 \$	7,875.00
Ketan Bhirud	ATTORNEY	9.00	175.00 \$	1,575.00
Abigayle Farris Dang	ATTORNEY	15.00	125.00 \$	1,875.00
Bob Moskiman	PARALEGAL	1.35	155.00 \$	209.25
Elaine Shaddock	PARALEGAL	1.50	170.00 \$	255.00

Timekeeper Totals		171.05	\$	45,456.75

Invoice Date: March 4, 2009
 Invoice No. 340813

I.D. 17340-0001 - JMN
 Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	Page 3 AMOUNT
03-29-07	Review client file.	EB	0.50	162.50
04-06-07	Prepare and file Petition for Approval of Fees.	MLS	0.50	102.50
04-09-07	Discussion with Elizabeth Brickfield regarding Motion Draft Motion	MLS	1.25	256.25
04-10-07	Draft and amend Petition Discussion with Elizabeth Brickfield regarding petition. Revise and edit petition.	MLS	1.50	307.50
04-11-07	Revise and edit Motion Discussion with EB re Motion Draft letter to client.	MLS	1.00	205.00
04-30-07	Discussion with Elizabeth Brickfield regarding Petition for Fees. Email Mai regarding petition. Gather pleadings for hearing. Draft Order Approving Petition for Fees. Email Elizabeth Brickfield regarding Order.	MLS	0.75	153.75
05-01-07	Preparation for court hearing May 2nd for Petition for Approval of Attorney fees. Legal analysis regarding same.	EB	1.50	487.50
05-02-07	Attendance at court hearing.	EB	1.50	487.50
05-11-07	Review e-mail discussion of John Naylor, and Joyce Zelina	EB	0.30	97.50
05-16-07	Review documents received from Gary Vendever attaching Notice of Appeal, Appeal Bond for Costs, Docketing Statement for Civil Appeals and Billing Costs.	EB	0.50	162.50
05-22-07	Telephone conference with State Court requesting Order Granting Petition for Approval of Attorneys' Fees. Prepare Notice of Entry of Order.	EB	0.50	162.50
05-29-07	Conference with Elizabeth Brickfield regarding judgment and prove-up.	RRM	0.10	15.50
05-29-07	Research in preparation for judgment and prove-up. Conference with Meredith L. Stow regarding documents. Sent documents to Meredith L. Stow for review.	RRM	1.00	155.00
05-29-07	Conversation with Bob Moskiman regarding Application to Reduce Fees to Judgment. Review samples of application. Begin drafting Application.	MLS	0.50	102.50
05-30-07	Work on drafting Application.	MLS	1.00	205.00
05-31-07	Work on drafting Application.	MLS	0.50	102.50
06-04-07	Examination of e-mail from Abby Dang. Examination of NRS 159.046. Preparation of			

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T.D. 17340-0001 - JMN
Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	Page 4 AMOUNT
	reply regarding interest.	RRM	0.25	38.75
06-04-07	Discussions with Abby regarding judgment issues.	MLS	0.25	51.25
06-04-07	Research for Elizabeth Brickfield with application to reduce to judgment, judgment	AFD	6.75	843.75
06-05-07	Review Abby's drafts and make suggested changes. Email Abby regarding drafts.	MLS	0.25	51.25
06-05-07	Researched prejudgment interest.	AFD	5.50	687.50
06-05-07	Legal analysis with Abby Dang regarding prejudgment damages.	EB	0.75	243.75
06-06-07	Review Abby's drafts and make suggested changes. Email Abby regarding drafts.	MLS	0.75	153.75
06-06-07	Changes to judgment, application for judgment.	AFD	1.50	187.50
06-06-07	Changes to judgment, application for judgment.	AFD	0.75	93.75
06-07-07	Revise and edit drafts.	MLS	0.25	51.25
06-07-07	Changes to judgment, application for judgment.	AFD	0.50	62.50
06-07-07	Preparation of Petition for Attorneys' Fees & Costs; Brickfield affidavit in support of petition; Notice of Hearing and Judgment 1 for fees and #2 against Michael for payment of fees. Legal analysis regarding calculation of pre-judgment interest.	EB	3.00	975.00
06-08-07	Review Abby's drafts and make suggested changes.	MLS	0.25	51.25
06-11-07	Telephone conference with Carrie Colt Payne and Angel regarding issues and Tennessee appeal.	EB	1.00	325.00
06-18-07	Research			
	Preparation of Declaration of Homestead.	EGS	1.25	212.50
06-20-07	Document review; preparation for reply; objection.	EB	4.50	1,462.50
06-21-07	In-office consultation with Angel.	EB	1.50	487.50
06-25-07	E-mail to Gary Vandever			
		EB	4.50	1,462.50
06-26-07	Hearing preparation; file responsive pleading; telephone conference with client.	EB	7.50	2,437.50
06-27-07	Appearance at hearing; meeting with client; telephone conference with client; hearing preparation.	EB	3.00	975.00
06-28-07	Receipt and response to e-mails with Angel			

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I.D. 17340-0001 - JMN
Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	Page 5
				AMOUNT
	Echevarria			
	Draft letter to Cary Colt			
	Payne regarding service of citation.	EB	1.00	325.00
06-29-07	Researched case law on domestication of			
	foreign judgments.	KDB	1.00	175.00
07-02-07	Researched case law on the enforcement of			
	foreign judgments in Nevada. Drafted motion			
	to expunge lien. Drafted motion to stay			
	enforcement of judgment. Met with Elizabeth			
	Brickfield to discuss and review motions.			
	Reviewed prior papers and pleadings in the			
	matter.	KDB	6.00	1,050.00
07-02-07	Receipt and response to e-mail from Gary			
	Vandever			
	Draft Motion to			
	Stay Enforcement of Judgment and to Expunge			
	Lien. Legal analysis with Ketan Bhirud.	EB	4.50	1,462.50
07-03-07	Reviewed and revised motion to stay			
	enforcement of judgment and to expunge			
	lien.	KDB	2.00	350.00
07-04-07	Receipt and review of Notice of Hearing for			
	Petition from Cary Colt Payne. Legal			
	analysis and preparation of Motion to			
	expunge lien and stay enforcement of			
	judgment. Receipt and respond to e-mail			
	from Gary Vandever			
		EB	3.00	975.00
07-05-07	Receipt and reveiw of Michael's citation to			
	appear and show cause.	EB	4.50	1,462.50
07-10-07	In-office meeting with Angel.	EB	2.50	812.50
07-13-07	In-office meeting with Angel			
		EB	2.50	812.50
07-17-07	Discussion with EB on Petition to Remove			
	Lien. Work on revising petition.	MLS	0.25	51.25
07-17-07	Attendance at Elyse Tyrell's office for			
	meeting.	EB	3.50	1,137.50
07-18-07	Revise and edit petition.	MLS	0.25	51.25
07-19-07	Revise and edit Motion to Expunge Lien.	MLS	0.25	51.25
07-23-07	Revise and edit petition.	MLS	0.25	51.25
07-23-07	Prepare Supplement - "Declaration of Gary			
	Vanderver"			
	Stay Enforcement of Judgment and Expunge			
	Lien.	EB	1.00	325.00
07-24-07	Preparation of Motion to Stay Enforcement			
	of Judgment and Expunge Lien - hearing			
	scheduled for August 8th at 9am. Draft			
	Declaration of Gary Vandever as supplement			

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I.D. 17340-0001 - JMN
Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	Page 6 AMOUNT
	to Objection to Michael's Petition to Issue Citation.	EB	2.00	650.00
07-31-07	Telephone conferences with Angel.	EB	0.50	162.50
08-06-07	Prepare correspondence	EB	0.50	162.50
08-20-07	Prepare Stipulation and Order to move hearing on Motion to Stay Enforcement of Lien to August 29th and submit to court.	EB	1.00	325.00
08-22-07	Review Objection to Motion to Stay Execution and Expunge Lien. Begin research for Reply.	MLS	1.00	205.00
08-23-07	Continue research for Reply. Begin drafting Reply.	MLS	1.50	307.50
08-24-07	Continue research for Reply. Continue to draft Reply.	MLS	3.50	717.50
08-27-07	Revise and edit Reply In Support of Motion To Stay Execution and Expunge Lien. Discussion with Elizabeth Brickfield. Prepare and file Reply.	MLS	2.50	512.50
08-28-07	Preparation for hearing on 8/29.	EB	1.50	487.50
08-29-07	Attendance at hearing on motion to expunge lien and Michael's motion to remove Angel.	EB	2.50	812.50
08-29-07	Hearing and discussion with counsel; telephone conference with client.	EB	2.00	650.00
08-29-07	Prepare for review of GAL report and matter of expert lien.	EB	3.00	975.00
09-05-07	Attendance at hearing.	EB	1.00	325.00
09-10-07	Draft correspondence to Clark County Recorder's office to record Declaration of Homestead.	EGS	0.25	42.50
09-10-07	Receipt and response to e-mail from Gary Vandever :	EB	0.30	97.50
09-11-07	Receipt and response of e-mail from Elyse Tyrell attaching order. Prepare edits to order and return to Elyse.	EB	0.50	162.50
09-19-07	Receipt and review of recorded copy of Declaration of Homestead	EB	0.30	97.50
09-20-07	Receipt and review of fax from Angel			
		EB	0.50	162.50
09-24-07	Prepare letter to Angel			
	Telephone conference with Charles Katz.	EB	0.75	243.75

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Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	Page 7 AMOUNT
09-26-07	Telephone conference with Charles Katz, Esq.	EB	0.50	162.50
10-17-07	Review pleadings and attend hearing.	MLS	0.75	153.75
10-17-07	Hearing on citation and appointment of general guardian.	EB	1.00	325.00
12-17-07	Received, reviewed and forwarded to client correspondence from Charles J. Katz.	EB	0.50	162.50
12-31-07	Reviewed correspondence from Charles J. Katz.	EB	0.50	162.50
01-02-08	Telephone conference with client			
	Telephone conference with Gary Vanderver			
		EB	1.50	525.00
01-03-08	Telephone conference with Charles Katz			
		EB	0.40	140.00
01-10-08	Receipt and review of Jean Exhevarria tax returns for the years 2003 to 2006.	EB	1.00	350.00
01-11-08	Telephone conference regarding guardianship matters.	EB	0.15	52.50
02-11-08	Meeting with client and Bob Ansara regarding guardianship matters.	EB	2.00	700.00
02-19-08	Discussion with EB about Petition to Discontinue Appeal. Review petition. Conference call with EB and Angel. Telephone call with TN counsel.			
		MLS	0.50	112.50
02-22-08	Review Petition to Abandon Appeal. Telephone calls to Mr. Katz's office. Discussion with Mr. Katz. Email EB with update.			
		MLS	0.50	112.50
02-25-08	Discussion with Elyse Tyrell about agreement with Michael to refrain from foreclosing on Jean's house until after her death. Review Court minutes			
		MLS	0.25	56.25
02-26-08	Discussion with EB			
	Telephone call with Angel. Draft Objection to Petition to Abandon Appeal. Draft letter to Commissioner about Objection. Prepare for hearing.			
		MLS	1.00	225.00

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Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	Page 8
				AMOUNT
02-27-08	Prepare for and attend hearing. Discussion with Elyse Tyrell about Objection. Discussion with client			
	Discussion with client and Mr. Ansara about Michael's obligations.	MLS	1.50	337.50
02-28-08	Review proposed Order sent by Elyse. Email Elyse about Order.	MLS	0.25	56.25
03-11-08	Telephone call with EB about case issues.	MLS	0.25	56.25
03-19-08	Client meeting.	EB	1.00	350.00
03-20-08	Meeting with Angel and EB	MLS	0.50	112.50
05-12-08	Reviewed Objection to Anasar Petition.	EB	0.50	175.00
05-12-08	Review Guardian's Petition and discuss Petition with EB. Draft Objection in Part to petition. Review statutes to cite in Objection. Revise and edit Objection.	MLS	0.75	168.75
05-15-08	Begin drafting petition to increase allowance	MLS	0.25	56.25
05-16-08	Revise and edit Objection and Part. Work on Petition to Increase Allowance.	MLS	0.50	112.50
05-20-08	E-mail exchange with Gary Vandever	EB	0.50	175.00
05-20-08	Discussion with EB about hearing. Emails to Angel and Gary Vandever			
	Review emails from Gary Vandever and EB. Telephone message and email to Elyse Tyrell. Email to Angel	MLS	0.50	112.50
05-21-08	Hearing on petition.	EB	2.50	875.00
05-21-08	Prepare for and attend hearing. Discussion with Angel			
	Discussion with EB about hearing.	MLS	1.50	337.50
05-23-08	Work on petition for caregiver fee.	MLS	0.50	112.50
05-28-08	Work on petition for caregiver fee.	MLS	0.50	112.50
05-29-08	Work on petition for caregiver fee. Additional research for petition.	MLS	1.25	281.25
05-30-08	Reviewed and revised draft petition.	EB	0.50	175.00
05-30-08	Work on petition for caregiver fee. Begin Application for Order Shortening Time on petition for caregiver fee. Email Angel			
	Review emails Additional research for petition.	MLS	1.00	225.00
06-02-08	Reviewed and revised Petition. Reviewed Application OST, Guardianship Trust from R.			

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Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	Page 9 AMOUNT
	Ansara and client meeting topics	EB	0.50	175.00
06-02-08	Revise and edit petition for caregiver fee. Review emails . Respond to email. Discussion with EB about draft petition. Review Mr. Ansara's summaries of guardianship information.	MLS	2.25	506.25
06-03-08	Revise and edit petition for caregiver fee and application for order shortening time. Draft Ms. Echevarria's affidavit. Email Ms. Echevarria with drafts. Prepare exhibits. Telephone call with Ms. Echevarria . Revise and edit petition and affidavit	MLS	2.75	618.75
06-04-08	Review and prepare exhibits. Email Ms. Echevarria . Telephone calls with Ms. Echevarria Email exhibit to Ms. Echevarria. Prepare petition for filing.	MLS	0.75	168.75
06-05-08	Talk with EB about petition. Revise and edit petition based on conversation with Elizabeth Brickfield.	MLS	0.75	168.75
06-06-08	Revise and edit petition based on conversation with EB. Research issues	MLS	1.50	337.50
06-09-08	Revise and edit petition based on email from EB. Review email from Elizabeth Brickfield about change to draft.	MLS	0.50	112.50
06-09-08	Reviewed and revised Petition for Order Approving Caregiver's Fee.	EB	0.50	175.00
06-10-08	Further revisions to Petition prior to filing with the court.	EB	0.50	175.00
06-10-08	Revise and edit petition based on email from EB. Emails to Angel and EB . Telephone call with Angel.	MLS	0.25	56.25
06-11-08	Prepare petition and notice of hearing for filing.	MLS	0.25	56.25
06-18-08	Received and reviewed Objection to Petition for Increase of Allowance from Elyse Tyrell. Discussions with Meredith L. Stow regarding the Objection.	EB	0.75	262.50
06-18-08	Review Opposition to Motion to Increase Allowance. Review and respond to EB's email about Opposition. Email client	MLS	0.50	112.50
06-19-08	Research, review and preparation for upcoming hearing.	EB	1.00	350.00

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Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	Page 10 AMOUNT
06-19-08	Review Opposition to Motion to Increase Allowance. Begin drafting Reply. Conference call with client and EB Review prior pleadings for Reply issues. Check statutes pertaining to accounting Review emails from client. Create table of monthly expenses for Reply exhibit. Revise and edit Reply. Email EB with drafts and question. Email client Telephone calls with client Revise and edit Reply and exhibit.	MLS	4.00	900.00
06-20-08	Reviewed and revised Reply in Support of Petition.	EB	0.50	175.00
06-23-08	Review Joinder to Opposition to Motion to Increase Allowance and draft Report and Recommendation. Draft Surreply to Joinder to Opposition. Discussion with EB about Surreply. Draft Order granting petition. Draft letter to Cary Colt Payne about objections to draft Report and Recommendation. Email client	MLS	3.00	675.00
06-23-08	Received and reviewed Joinder to Objection. Reviewed and revised Surreply in Support of Motion for Allowance.	EB	0.75	262.50
06-24-08	Prepare Surreply and exhibits for filing. Email client Gather pleadings to prepare for hearing. Conversation with client Review minutes from prior hearings.	MLS	1.75	393.75
06-25-08	Prepare for and attend hearing on Petition for Order Increasing Allowance. Discussion with client and Mr. Ansara after hearing. Email EB about hearing results. Review letter to Michael's attorney about draft Report and Recommendation. Begin letter to Elyse Tyrell about conversation with Mr. Ansara.	MLS	3.50	787.50
06-26-08	Review letter to Payne about Report and Recommendation. Email EB with drafts. Discussions with EB about letter to Payne. Revise and edit letter to Payne. Work on letter to Elyse about Ansara conversation. Review minutes from Court.	MLS	1.00	225.00

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Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	Page 11 AMOUNT
06-27-08	Revise and edit letter to Payne Email draft to EB.			
	Discussion with EB about letter to Payne.	MLS	0.25	56.25
07-08-08	Reviewed and revised letter to Payne Colt.	EB	0.50	175.00
07-08-08	Review fax from Payne's office. Discussion with Elizabeth Brickfield. Draft letter to Payne. Email letter to Elizabeth Brickfield. Prepare and send letter.	MLS	0.50	112.50
07-10-08	Received and reviewed Report and Recommendation Findings from E. Tyrell.	EB	0.75	262.50
02-11-09	Received and reviewed First Accounting and Petition for Fees set for hearing 2/25/09.	EB	0.50	175.00
02-24-09	Review of file in preparation for hearing.	EB	1.00	350.00
02-25-09	Traveled to/from and attended court hearing.	EB	1.00	350.00
TOTALS - Current Fees + Amounts On Hold			171.05	45,456.75

DISBURSEMENTS

DATE	DESCRIPTION	AMOUNT
03-29-07	Duplicating	5.25
03-29-07	Duplicating	0.25
03-29-07	Duplicating	0.25
03-29-07	Duplicating	4.00
03-30-07	Duplicating	19.50
04-05-07	Duplicating	3.25
04-06-07	Duplicating	55.50
04-06-07	Duplicating	55.50
04-09-07	Duplicating	111.75
04-10-07	Duplicating	1.50
04-12-07	Duplicating	0.25
04-13-07	Postage	5.03
05-22-07	Duplicating	1.75
05-24-07	Postage	3.48
06-08-07	Duplicating	21.00
06-08-07	Duplicating	2.25
06-11-07	Duplicating	4.50
06-11-07	Duplicating	3.75
06-14-07	Postage	5.70
06-18-07	Filing Fee; FILING FEE; WIZNET, INC.	6.00
06-19-07	Duplicating; Copy fees; CLARK COUNTY RECORDER	39.00
06-19-07	Duplicating	0.25
06-20-07	Postage	4.60
06-20-07	Long Distance Phone Charges; 16154447145	0.47

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DISBURSEMENTS

DATE	DESCRIPTION	AMOUNT
06-26-07	Duplicating	10.00
06-26-07	Duplicating	50.50
06-26-07	Duplicating	50.25
06-26-07	Long Distance Phone Charges; 16126719942	0.47
06-29-07	Duplicating	2.00
06-29-07	Postage	2.67
07-02-07	Duplicating	1.25
07-02-07	Duplicating	5.75
07-02-07	Duplicating	14.75
07-02-07	Duplicating	2.00
07-02-07	Duplicating	1.50
07-03-07	Duplicating	0.50
07-09-07	Long Distance Phone Charges; 615 444-7145 06/26/2007	0.70
07-09-07	Long Distance Phone Charges; 615 444-7145 06/25/2007	0.24
07-09-07	Long Distance Phone Charges; 615 444-7145 06/25/2007	0.70
07-19-07	Certified Copies; certified copy order for fees; PETTY CASH	10.00
07-24-07	Duplicating	6.25
07-25-07	Filing Fee; Wiznet filing fee; WIZNET, INC.	6.00
07-25-07	Filing Fee; Wiznet filing fee; WIZNET, INC.	6.00
07-25-07	Postage	4.44
08-08-07	Long Distance Phone Charges; 17319263090	1.85
08-09-07	Long Distance Phone Charges; 16506924100	0.70
08-13-07	Duplicating; copies of pleading from Cary Payne; PETTY CASH	7.00
08-13-07	Miscellaneous; minutes; PETTY CASH	10.00
08-16-07	Duplicating	17.50
08-23-07	Postage	3.48
08-24-07	Duplicating; b/w copies; side tabs; LEGAL COPY CATS & PRINTING	164.94
08-24-07	United Parcel; UPS charge - 08/09/07 to Charles J. Katz, Esq.; UNITED PARCEL SERVICE	62.55
08-24-07	Duplicating	24.50
08-27-07	Duplicating	16.00
08-28-07	Duplicating	6.00
09-10-07	Recording Fees; Recording fee; CLARK COUNTY RECORDER	46.00
09-10-07	Duplicating	8.50
09-10-07	Duplicating	1.25
09-10-07	Long Distance Phone Charges; 16154447145	0.24
09-10-07	Long Distance Phone Charges; 16154447145	2.77
09-27-07	Postage	1.14
12-17-07	Duplicating	0.50
12-31-07	Duplicating	0.50
12-31-07	Duplicating	0.50
01-02-08	Long Distance Phone Charges; 16154447145	0.24
01-02-08	Long Distance Phone Charges; 16506924100	3.76
01-02-08	Long Distance Phone Charges; 16154447145	3.76

LIONEL SAWYER & COLLINS
Attorneys at Law

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DISBURSEMENTS

DATE	DESCRIPTION	AMOUNT
01-02-08	Long Distance Phone Charges; 16506924100	0.24
01-08-08	Long Distance Phone Charges; 12/31/07 650 692-4100	4.23
02-14-08	Duplicating	1.25
02-14-08	Duplicating	1.25
02-19-08	Long Distance Phone Charges; 16154447145	1.41
02-22-08	Long Distance Phone Charges; 16506924100	0.47
02-22-08	Long Distance Phone Charges; 16506924100	0.47
03-07-08	Duplicating	0.50
05-16-08	Duplicating	6.00
05-16-08	Duplicating	2.00
05-16-08	Duplicating	1.00
05-29-08	Duplicating; Clark County Treasurer - CD ROM for hearings 05/21 & 02/27/08; PETTY CASH	15.00
05-30-08	Westlaw	2.60
06-02-08	Duplicating	0.25
06-02-08	Duplicating	0.25
06-11-08	Duplicating	52.00
06-12-08	Duplicating	36.00
06-20-08	Duplicating	12.25
06-20-08	Duplicating	7.75
06-20-08	Duplicating	2.25
06-20-08	Duplicating	0.50
06-24-08	Duplicating	28.00
06-24-08	Duplicating	16.00
07-10-08	Duplicating	3.00
08-20-08	Duplicating	1.75
02-12-09	Duplicating	7.50

TOTAL DISBURSEMENTS \$ 1,118.35

SUMMARY

Certified Copies	10.00
Duplicating	915.94
Filing Fee	18.00
Long Distance Phone Charges	22.72
Miscellaneous	10.00
Postage	30.54
Recording Fees	46.00
United Parcel	62.55
Westlaw	2.60

**** OUR TAX I.D. NO. IS 88-0104611 ****

1 **ERR**

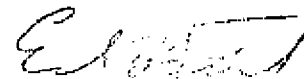
2 Elizabeth Brickfield, Bar #6236
3 Meredith L. Stow, Bar #9203
4 Lionel Sawyer & Collins
5 300 S. 4th St., #1700
6 Las Vegas, Nevada 89101
7 Telephone: 702-383-8888
8 Facsimile: 702-383-8845
9 ebrickfield@lionelsawyer.com
10 mstow@lionelsawyer.com

11 Attorneys for Angel Echevarria

12 DISTRICT COURT, FAMILY COURT
13 CLARK COUNTY, NEVADA

FILED

MAR 17 12 17 PM '09


CLERK OF DISTRICT COURT

14 In the Matter of the Person and Estate)

15 of)

16 JEAN R. ECHEVARRIA,)

17 an adult ward.)

Case No.: G 27262

Dept. No.: B

Date of Hearing: April 1, 2009

Time of Hearing: 9:00 a.m.

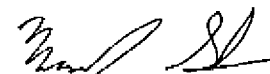
18 **ERRATA TO PETITION FOR APPROVAL OF ANGEL ECHEVARRIA'S**
19 **ATTORNEYS FEES AND COSTS**

20 Angel Echevarria, Guardian of the Person of her mother, Jean R. Echevarria, by and through
21 her counsel of record, Elizabeth Brickfield, Esq., and Meredith Stow, Esq., of Lionel Sawyer &
22 Collins, hereby files this Errata to her petition for approval of her attorneys' fees and costs.

23 Angel Echevarria's signed verification page for the Petition for Approval of Angel
24 Echevarria's Attorneys' fees and Costs is attached as Exhibit 1.

25 Dated this 17th day of March, 2009.

26 LIONEL SAWYER & COLLINS

27 By: 
28 Elizabeth Brickfield, Esq., NSB #6236
Meredith Stow, Esq., NSB #9203
Attorneys for Angel Echevarria

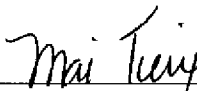
CERTIFICATE OF SERVICE

I hereby certify that on this 17 day of March, 2009, I served a true and correct copy of the foregoing ERRATA TO PETITION FOR APPROVAL OF ANGEL ECHEVARRIA'S ATTORNEYS FEES AND COSTS via the U.S. Postal Service, correct postage prepaid, addressed to:

Cary Colt Payne, Esq.
Cary Colt Payne Chtd.
700 South Eighth Street
Las Vegas, NV 89101
Counsel for Michael Echevarria

Elyse Tyrell, Esq.
Trent Tyrell & Phillips
11920 Southern Highlands Parkway, Suite 200
Las Vegas, NV 89141
Attorney for Robert Ansara

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052



Mai Ticu, an employee of
LIONEL SAWYER & COLLINS

EXHIBIT 1

EXHIBIT 1

VERIFICATION AND CONSENT

I, ANGEL ECHEVARRIA, under penalty of perjury of the laws of the State of Nevada,
depose and say:

I have read the PETITION FOR APPROVAL OF ANGEL ECHEVARRIA'S ATTORNEYS
FEES AND COSTS and know the contents thereof; that the same is true of my own knowledge,
except as to those matters stated on information and belief, and that as to such matters I believe them
to be true and I hereby consent to the filing of this petition.

Dated this 16 day of March, 2009.


ANGEL ECHEVARRIA

LADNIEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702.383.8888
FAX 702.383.8845

Page 4 of 5

ORIGINAL

FILED

MAR 18 9 15 AM '09

E. J. [Signature]
CLERK OF THE COURT

1 OSFF

2 ELYSE M. TYRELL, ESQ.

3 Nevada Bar No: 5531

4 TRENT, TYRELL & PHILLIPS

5 11920 Southern Highlands

6 Parkway, Suite 200

7 Las Vegas, Nevada 89141

8 (702) 382-2210

9 (702) 382-9242 (fax)

10 elyse@probatelawlv.com

11 Attorney for the Guardian of the

12 Estate and Successor Trustee of

13 the Ward's Living Trust,

14 ROBERT L. ANSARA

DISTRICT COURT
CLARK COUNTY, NEVADA

15 In the Matter of the Guardianship

16 of the person and estate of

17 JEAN RUTH ECHEVARRIA, an Adult Ward.

) CASE NO. G 27262

) Family Court

) Department B

ORDER SETTLING FIRST ACCOUNT AND REPORT OF GUARDIAN AND ORDER
AUTHORIZING PAYMENT OF FEES

Date of Hearing: 03/11/09

Time of Hearing: 9:00 a.m.

BE IT REMEMBERED that ROBERT L. ANSARA, Guardian of the estate of the above-named adult ward filed herein his First Account and Report of Guardian and Petition for Payment of Fees; the same having come on regularly for hearing on this date before the above-entitled Court; it appearing to the satisfaction of the Court that proper notice of hearing of this matter has been duly given in the manner required by law; that all allegations contained in said account and petition are true and correct; and good cause appearing therefore,

NOW, THEREFORE, IT IS HEREBY ORDERED that the First Account and Report submitted by the said Guardian be, and the same is hereby settled, allowed and approved, and all actions taken by the said Guardian as set forth therein are hereby ratified and approved; and it is

GUARDIANSHIP

MAR 13 2009

RECEIVED

1 FURTHER ORDERED that the Guardian's action in pre-paying himself
2 the sum of \$2,000.00 as and for his fees in connection with this
3 matter is hereby approved and confirmed by this court; and it is

4 FURTHER ORDERED that the Guardian is authorized and directed to
5 pay himself the sum of \$7,886.50 representing the balance of his fees
6 in connection with this guardianship matter; and it is

7 FURTHER ORDERED that the Guardian's action in pre-paying the law
8 firm of Trent, Tyrell & Phillips the sum of \$1,000.00 as and for its
9 fees in connection with this matter, is hereby approved and confirmed
10 by this court; and it is

11 FURTHER ORDERED that the Guardian is authorized and directed to
12 pay the law firm of Trent, Tyrell & Phillips the sum of \$10,578.56
13 representing the balance of its fees in connection with this
14 guardianship matter; and it is

15 FURTHER ORDERED that the Guardian is authorized and directed to
16 pay the sum of \$167.26 to the law firm of Trent, Tyrell & Phillips as
17 and for reimbursement of its expenses in connection with this
18 guardianship matter; and it is

19 FURTHER ORDERED that the Guardian is authorized and directed to
20 satisfy the attorney's fees and costs previously awarded to Lionel
21 Sawyer & Collins; and it is


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1 FURTHER ORDERED that the foregoing fees and costs shall be paid
2 on a pro-rata basis until such time as the same are satisfied in full.

3 DATED and DONE this 16 day of March, 2009.

4
5
6 DISTRICT JUDGE 

7 TRENT, TYRELL & PHILLIPS

8 
9 ELYSE M. TYRELL, ESQ.
10 11920 Southern Highlands
11 Parkway, Suite 200
12 Las Vegas, Nevada 89141
13 Attorney for the Guardian
14
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ORIGINAL

FILED

MAR 23 8 30 AM '09

CLERK OF THE COURT

NEO
ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & PHILLIPS
11920 Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
(702) 382-2210
(702) 382-9242 (fax)
elyse@probatelawlv.com
Attorney for the Guardian of the
Estate and Successor Trustee of
the Ward's Living Trust,
ROBERT L. ANSARA

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department B

NOTICE OF ENTRY OF ORDER

TO: ALL PERSONS INTERESTED IN THE ABOVE-REFERENCED GUARDIANSHIP:

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that an Order
Settling First Account and Report of Guardian and Order
Authorizing Payment of Fees, which is attached hereto, was
entered by the court on the 18th day of March, 2009.

DATED this 19th day of March 2009.

TRENT, TYRELL & PHILLIPS

Elyse M. Tyrell

ELYSE M. TYRELL, ESQ.
11920 Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141

CERTIFICATE OF MAILING

I, the undersigned, an employee of the law firm of Trent,
Tyrell & Phillips do hereby declare that on the 19th day of
March, 2009, I placed in an envelope, postage pre-paid, first

1 class mail thereon, a copy of the foregoing Notice of Entry of
2 Order, to which a copy of the Order Settling First Account and
3 Report of Guardian and Order Authorizing Payment of Fees was
4 attached.

5 There is a regular communication by mail between the Post
6 Office at Las Vegas, Nevada and the addresses to which the above-
7 referenced documentation was mailed.

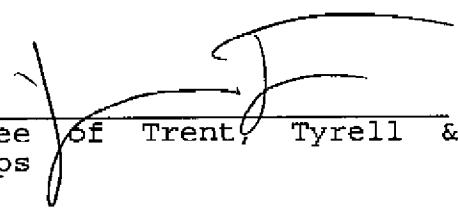
8
9
10  Employee of Trent, Tyrell &
11 Phillips
12
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14
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17
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23
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EXHIBIT "1"

1
2 Robert L. Ansara
P.O. Box 30785
3 Las Vegas, NV 89173
4 Angel Echevarria
Anthony Echevarria
5 12 Desert Highlands Drive
Henderson, NV 89052
6
Michael Echevarria
7 120 Pana Drive
Hendersonville, TN 37075
8
Robert Echevarria
9 P.O. Box 5496
Mohave Valley, AZ 86446
10
Michael T. Echevarria
11 Tersa Echevarria
c/o Paula Cunningham
12 P.O. Box 341
La Canada, CA 91012
13
Ana Echevarria
14 Amanda Echevarria
c/o Angel Echevarria
15 12 Desert Highlands Drive
Henderson, NV 89052
16
Elizabeth Brickfield, Esq.
17 300 S. Fourth Street #1700
Las Vegas, NV 89101
18
Darius A. Baghai, Esq.
19 144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212
20
Cary Colt Payne, Esq.
21 700 South Eighth Street
Las Vegas, NV 89101
22
Gary Vandever
23 501 Park Avenue, Suite B
Lebanon, TN 37087
24
25
26
27
28

FILED

MAR 18 9 15 AM '09

E. J. Smith
CLERK OF THE COURT

1 OSFF

2 ELYSE M. TYRELL, ESQ.

3 Nevada Bar No: 5531

4 TRENT, TYRELL & PHILLIPS

5 11920 Southern Highlands

6 Parkway, Suite 200

7 Las Vegas, Nevada 89141

8 (702) 382-2210

9 (702) 382-9242 (fax)

10 elyse@orobatelawlv.com

11 Attorney for the Guardian of the

12 Estate and Successor Trustee of

13 the Ward's Living Trust,

14 ROBERT L. ANSARA

DISTRICT COURT
CLARK COUNTY, NEVADA

15 In the Matter of the Guardianship
16 of the person and estate of
17 JEAN RUTH ECHEVARRIA, an Adult Ward.

) CASE NO. G 27262
) Family Court
) Department B

ORDER SETTLING FIRST ACCOUNT AND REPORT OF GUARDIAN AND ORDER
AUTHORIZING PAYMENT OF FEES

Date of Hearing: 03/11/09
Time of Hearing: 9:00 a.m.

18 BE IT REMEMBERED that ROBERT L. ANSARA, Guardian of the estate
19 of the above-named adult ward filed herein his First Account and
20 Report of Guardian and Petition for Payment of Fees; the same having
21 come on regularly for hearing on this date before the above-entitled
22 Court; it appearing to the satisfaction of the Court that proper
23 notice of hearing of this matter has been duly given in the manner
24 required by law; that all allegations contained in said account and
25 petition are true and correct; and good cause appearing therefore,

26 NOW, THEREFORE, IT IS HEREBY ORDERED that the First Account and
27 Report submitted by the said Guardian be, and the same is hereby
28 settled, allowed and approved, and all actions taken by the said
Guardian as set forth therein are hereby ratified and approved; and
it is

1 FURTHER ORDERED that the Guardian's action in pre-paying himself
2 the sum of \$2,000.00 as and for his fees in connection with this
3 matter is hereby approved and confirmed by this court; and it is

4 FURTHER ORDERED that the Guardian is authorized and directed to
5 pay himself the sum of \$7,886.50 representing the balance of his fees
6 in connection with this guardianship matter; and it is

7 FURTHER ORDERED that the Guardian's action in pre-paying the law
8 firm of Trent, Tyrell & Phillips the sum of \$1,000.00 as and for its
9 fees in connection with this matter is hereby approved and confirmed
10 by this court; and it is

11 FURTHER ORDERED that the Guardian is authorized and directed to
12 pay the law firm of Trent, Tyrell & Phillips the sum of \$10,578.56
13 representing the balance of its fees in connection with this
14 guardianship matter; and it is

15 FURTHER ORDERED that the Guardian is authorized and directed to
16 pay the sum of \$167.26 to the law firm of Trent, Tyrell & Phillips as
17 and for reimbursement of its expenses in connection with this
18 guardianship matter; and it is

19 FURTHER ORDERED that the Guardian is authorized and directed to
20 satisfy the attorney's fees and costs previously awarded to Lionel
21 Sawyer & Collins; and it is

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1 FURTHER ORDERED that the foregoing fees and costs shall be paid
2 on a pro-rata basis until such time as the same are satisfied in full.

3 DATED and DONE this 16 day of March, 2009.

4
5 **ROSITA S. SANCHEZ**

6 DISTRICT JUDGE

7 TRENT, TYRELL & PHILLIPS

8 
9 ELYSE M. TYRELL, ESQ.
10 11920 Southern Highlands
11 Parkway, Suite 200
12 Las Vegas, Nevada 89141
13 Attorney for the Guardian
14
15
16
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27
28


CLERK OF THE COURT

1 **RESP**
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & PHILLIPS
5 11920 Southern Highlands
6 Parkway, Suite 200
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

DISTRICT COURT
CLARK COUNTY, NEVADA

11 In the Matter of the Guardianship) CASE NO. G 27262
12 of the person and estate of) Family Court
13 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H

**OBJECTION TO PETITION FOR APPROVAL OF ANGEL ECHEVARRIA'S ATTORNEY'S
FEES AND COSTS**

Date of Hearing: 04/01/09
Time of Hearing: 9:00 a.m.

16 COMES NOW, ROBERT L. ANSARA, (hereinafter referred to as
17 "Objector"), by and through his attorney, ELYSE M. TYRELL, ESQ.,
18 who files the instant Objection to Petition for Approval of Angel
19 Echevarria's Attorney's Fees and Costs, filed by ANGEL ECHEVARRIA,
20 ("Petitioner"), by and through her attorney, ELIZABETH BRICKFIELD,
21 ESQ., and who alleges as follows:

22 1. Objector files his objection based upon the fact that
23 those attorney's fees requested in Petitioner's petition have, in
24 no way, benefitted the ward or her guardianship estate.

25 2. Additionally, it is Objector's belief that Angel
26 Echevarria was advised by the court in a prior hearing that her
27

1 attorney's fees could no longer be borne by the ward's estate.

2 WHEREFORE, Objector prays as follows:

3 1. That the court deny the Petition for Approval of Angel
4 Echevarria's Attorney's Fees and Costs in its entirety.

5 2. For such other and further relief as to the court may
6 deem just and proper in the premises.

7 Respectfully submitted,

8 TRENT, TYRELL & PHILLIPS

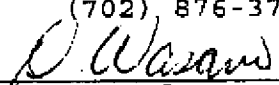
9 

10 ELYSE M. TYRELL, ESQ.
11 11920 Southern Highlands
12 Parkway, Suite 200
Las Vegas, Nevada 89141

13 CERTIFICATE OF SERVICE VIA FACSIMILE

14 The undersigned, an employee of the law firm of Trent, Tyrell
15 & Phillips does hereby certify that, on the 27th day of March, 2009,
16 I served a copy of the foregoing Objection to Petition for Approval
17 of Angel Echevarria's Attorney's Fees and Costs, via facsimile, to:

18 Guardianship Commissioner: (702) 366-9328
19 Elizabeth Brickfield, Esq.: (702) 383-8845
20 Cary Colt Payne, Esq.: (702) 383-9049
Robert L. Ansara: (702) 876-3781

21 
22 Employee of Trent, Tyrell
& Phillips

23 CERTIFICATE OF SERVICE U.S. POSTAL SERVICE

24 The undersigned, an employee of the law firm of Trent, Tyrell
25 & Phillips does hereby certify that, on the 27th day of March, 2009,
26 I mailed a copy of the foregoing Objection to Petition for Approval
27 of Angel Echevarria's Attorney's Fees and Costs, via U.S. Postal

1 Service, to:

2

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Angel Echevarria
Anthony Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Michael Echevarria
120 Pana Drive
Hendersonville, TN 37075

Robert Echevarria
P.O. Box 5496
Mohave Valley, AZ 86446

Michael T. Echevarria
Tersa Echevarria
c/o Paula Cunningham
P.O. Box 341
La Canada, CA 91012

Ana Echevarria
Amanda Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052


Employee of Trent, Tyrell
& Phillips

1 RPL
2 Elizabeth Brickfield, Bar #6236
3 Meredith L. Stow, Bar #9203
4 Lionel Sawyer & Collins
5 300 S. 4th St., #1700
6 Las Vegas, Nevada 89101
7 Telephone: 702-383-8888
8 Facsimile: 702-383-8845
9 ebrickfield@lionelsawyer.com
10 mstow@lionelsawyer.com

11 Attorneys for Angel Echevarria

12
13 DISTRICT COURT, FAMILY COURT
14 CLARK COUNTY, NEVADA
15

16 In the Matter of the Person and Estate
17 of
18 JEAN R. ECHEVARRIA,
19
20 an adult ward.

Case No.: G 27262
Dept. No.: H

Date of Hearing: April 1, 2009
Time of Hearing: 9:00 a.m.

21 **REPLY IN SUPPORT OF PETITION FOR APPROVAL OF ANGEL ECHEVARRIA'S**
22 **ATTORNEYS FEES AND COSTS**

23 Angel Echevarria, Guardian of the Person of her mother, Jean R. Echevarria, by and through
24 her counsel of record, Elizabeth Brickfield, Esq., and Meredith Stow, Esq., of Lionel Sawyer &
25 Collins, hereby replies in support of her petition for an order approving the additional attorneys' fees
26 and costs incurred by Ms. Echevarria in this matter and ordering the Guardian to pay those attorneys'
27 fees and costs from the Ward's Estate.

28 1. The Guardian of the Ward's Estate, Robert Ansara, has filed an objection to Ms.
Echevarria's petition. In his objection, Mr. Ansara simply states that he does not believe the
attorneys' fees and costs Ms. Echevarria incurred have benefitted the Ward's Estate.

2. Mr. Ansara provides no support or legal authority for his claim that the attorneys' fees
and costs Ms. Echevarria incurred have not benefitted the Ward's Estate.

3. As discussed in her petition, on January 5, 2005, this Court appointed Angel

LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702.383.8888
FAX 702.383.8845

RECEIVED
MAR 31 2009
CLERK OF THE COURT

1 Echevarria as General Guardian of the Person of Jean Ruth Echevarria and took jurisdiction of the
2 Jean R. Echevarria Trust, dated May 30, 2000, as a proceeding in rem.

3 4. On May 8, 2007, this Court approved the \$56,457.00 in attorneys' fees and costs
4 Angel Echevarria incurred from January 5, 2005 through March 29, 2007 in this matter. (Exhibit
5 1, May 8, 2007 Order.) In that Order, the Court instructed Ms. Echevarria, as Special Guardian of
6 the Estate of Jean Ruth Echevarria and as Trustee of the Jean R. Echevarria Trust, dated May 30,
7 2000, to pay the approved attorneys' fees and costs from the Ward's Trust. Id.

8 5. Because of cash flow problems, the Ward's Trust has not yet paid the \$56,457.00 in
9 attorneys' fees and costs it was ordered to pay pursuant to this Court's May 5, 2007 Order.

10 6. Mr. Ansara provides no support or legal authority for his assertion that the Court
11 should ignore its prior order approving the \$56,457.00 in attorneys' fees and costs Angel Echevarria
12 incurred from January 5, 2005 through March 29, 2007, or countermand its prior instructions
13 ordering the \$56,457.00 to be paid from the Ward's trust.

14 7. In addition, it is well-established that if litigation is "necessary to assert or defend the
15 ward's rights" and the expenditure is reasonable, then "the legal expenses and costs of such
16 litigation" may be paid from the Ward's estate, "regardless of the outcome of the litigation." 39
17 Am.Jur.2d, Guardian and Ward, §218 (1999), *citing* Sarman v. Goldwater, Taber & Hill, 80 Nev.
18 536, 539 (1964).

19 8. As such, this Court should instruct the guardian to immediately pay the previously
20 approved \$56,457.00 in attorneys' fees and costs from the Ward's Trust before payment is made on
21 any other claims for attorneys' fees and costs. Alternatively, this Court should instruct the guardian
22 to pay all approved attorneys' fees and costs on a pro rata basis.

23 9. Since the Court's May 8, 2007 Order, Ms. Echevarria has incurred \$46,575.10 in
24 additional attorneys' fees and costs in her defense of the Ward and the Ward's Trust from claims
25 brought against the Ward and her Trust in multiple jurisdictions. It is therefore appropriate for this
26 Court to instruct the guardian to pay Ms. Echevarria's attorneys' fees and costs from the Ward's Trust.

27 10. Mr. Ansara provides no support or legal authority for his assertion that the \$46,575.10
28 in attorneys' fees and costs Ms. Echevarria incurred since the Court's May 8, 2007 Order have not

1 benefitted the Ward's Estate.

2 11. Contrary to Mr. Ansara's position, it has long been established that if litigation is
3 "necessary to assert or defend the ward's rights" and the expenditure is reasonable, then "the legal
4 expenses and costs of such litigation" may be paid from the Ward's estate, "regardless of the
5 outcome of the litigation." 39 Am.Jur.2d, Guardian and Ward, §218 (1999), *citing Sarman v.*
6 Goldwater, Taber & Hill, 80 Nev. 536, 539 (1964).

7 12. As a result of the Cousins' actions in this guardianship proceeding, the Ward has been
8 able to remain comfortably in her home, surrounded by familiar possessions and cared for by her
9 family.

10 13. The Court has authority to charge a party's attorneys' fees and costs against the ward's
11 estate when the party's actions have benefitted the ward or the ward's estate.

12 14. As a Delaware Court explained, while the general rule is that each party bears his own
13 costs of litigation, there are a "number of exceptions to this doctrine, one of which involves
14 guardianship litigation, in which parties often litigate, not to vindicate their own rights, but for the
15 benefit of the ward." Imo v. Peterman, 2007 WL 2198764, 1 (Del.Ch. 2007)(unpublished).

16 15. In a dispute between the ward's sons over who would serve as guardian, the Delaware
17 Court allowed "fees to be paid out of [the ward's] funds to counsel for both litigants . . . after finding
18 that the disputes were in good faith and resulted in the Court being able to establish a guardianship
19 that is in the best interests of [the ward]." Id.

20 16. In Guild, Hagen & Clark, Ltd. v. First Nat'l Bank of Nevada, 95 Nev. 621, 600 P.2d
21 238 (1979), the Court recognized the 'common fund' doctrine, in which a beneficiary or trustee who
22 engages in litigation to protect, preserve or increase the trust estate is entitled to recover his
23 attorneys' fees and costs from the trust estate, on the theory that he has "benefitted the estate" by
24 engaging in the litigation.

25 17. While this issue has not been examined in great detail in Nevada, other jurisdictions
26 have held that the 'common fund' doctrine applies payment of a party's fees from the guardianship
27 estate when the party's actions have benefitted the ward or the ward's estate.

28 18. For example, an Alabama Court held that the 'common fund' doctrine allowed for

9 1 payment of the successor conservators' attorneys' fees from the ward's estate, since the successor
2 conservators had benefitted the ward and the ward's estate by seeking to recover losses caused by the
3 prior conservator. Lawyers Surety Corp. v. Whitehead, 719 So.2d 824, 831-32 (Ala.Civ.App.
4 1997)(*reversed on other grounds*, 719 So.2d 833 (Ala. 1998)).

5 19. A Delaware Court allowed the ward's son to have his attorneys' fees and costs paid
6 from the ward's estate, noting that "when litigating on behalf of a potential ward, fees are often
7 shifted where the litigation works a benefit on the ward." Lingo v. Lingo, 2009 WL 623720, 15
8 (Del.Cr. 2009)(unpublished).

9 20. As a California Court explained, if payment of parties' attorneys' fees and costs from
10 wards' estates "were not available, responsible parties might be discouraged from initiating effective
11 action and becoming parties to caretaker proceedings whose primary benefit accrue to other persons."
12 Estate of Moore, 258 Cal.App.2d 458, 462, 65 Cal.Rptr. 831, 832 (1968).

13 21. The Cousins' actions *significantly benefitted the Ward and her Estate* by ensuring
14 the Ward has been able to remain comfortably in her home, surrounded by familiar possessions and
15 cared for by her family.

16 22. This Court has authority under NRS 159.103 and NRS 159.183 to approve payment
17 of Ms. Echevarria's attorneys' fees and costs and to authorize those fees and costs to be paid from
18 the Ward's estate. Alternatively, having taken jurisdiction of the Trust as a proceeding in rem under
19 Chapter 164, this Court has authority under NRS 164.040 to approve the payment of the attorneys'
20 fees and costs incurred by Ms. Echevarria and to direct those fees and costs be paid from the Trust
21 estate.

22 23. Wherefore, Angel Echevarria asks that this Court grant her petition for attorneys' fees
23 and costs and issue an order:

24 a) approving Angel Echevarria's \$46,575.10 in attorneys' fees and costs and
25 authorizing those attorneys' fees and costs to be paid from the Ward's Trust; and,

26 b) instructing the guardian to immediately pay the previously approved \$56,457.00
27 in attorneys' fees and costs from the Ward's Trust before payment is made on any other claims for

28 ///

9 1 attorneys' fees and costs, or, alternatively, instructing the guardian to pay all approved attorneys' fees
2 and costs on a pro rata basis.

3 Dated this 31 day of March, 2009.

4 LIONEL SAWYER & COLLINS

5 By 

6 Elizabeth Brickfield, Bar No. 6236

7 Meredith Stow, Bar No. 9203

8 Lionel Sawyer & Collins

9 300 South Fourth Street, Suite 1700

10 Las Vegas, Nevada 89101

11 Attorneys for Angel Echevarria

CERTIFICATE OF SERVICE

I hereby certify that on this 31 day of March, 2009, I served a true and correct copy of the foregoing REPLY IN SUPPORT OF PETITION FOR APPROVAL OF ANGEL ECHEVARRIA'S ATTORNEYS FEES AND COSTS via the U.S. Postal Service, correct postage prepaid, addressed to:

Elyse Tyrell, Esq.
Trent Tyrell & Phillips
11920 Southern Highlands Parkway, Suite 200
Las Vegas, NV 89141
Attorney for Robert Ansara

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052



Mai Tieu, an employee of
LIONEL SAWYER & COLLINS

1 **NOE**
2 Elizabeth Brickfield, Bar #6236
3 Meredith L. Stow, Bar #9203
4 Lionel Sawyer & Collins
5 300 S. 4th St., #1700
6 Las Vegas, Nevada 89101
7 Telephone: 702-383-8888
8 Facsimile: 702-383-8845
9 ebrickfield@lionelsawyer.com
10 mstow@lionelsawyer.com

11 Attorneys for Angel Echevarria

12 **DISTRICT COURT, FAMILY COURT**
13 **CLARK COUNTY, NEVADA**

14 In the Matter of the Person and Estate)
15 of)
16)
17 JEAN R. ECHEVARRIA,)
18)
19 an adult ward.)

Case No.: G 27262
Dept. No.: H

Date of Hearing: April 1, 2009
Time of Hearing: 9:00 a.m.

20 PLEASE TAKE NOTICE that an Order Approving Attorney Fees and Authorizing Payment
21 of Attorney Fees and Costs was entered in the above matter on the 7th day of April, 2009, a true and
22 correct copy of which is attached hereto as Exhibit "1".

23 Dated this 7 day of APRIL, 2009.

24 **LIONEL SAWYER & COLLINS**

By: Elizabeth Brickfield
Elizabeth Brickfield, Bar #6236
Meredith L. Stow, Bar #9203
300 S. 4th St., #1700
Las Vegas, Nevada 89101
Telephone: 702-383-8888
Facsimile: 702-383-8845
ebrickfield@lionelsawyer.com
mstow@lionelsawyer.com

Attorneys for Angel Echevarria

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of April, 2009, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER APPROVING ATTORNEY FEES AND AUTHORIZING PAYMENT OF ATTORNEY FEES AND COSTS** via the U.S. Postal Service, correct postage prepaid, addressed to:

Cary Colt Payne, Esq.
Cary Colt Payne Chtd.
700 South Eighth Street
Las Vegas, NV 89101
Counsel for Michael Echevarria

Elyse Tyrell, Esq.
Trent Tyrell & Phillips
11920 Southern Highlands Parkway, Suite 200
Las Vegas, NV 89141
Attorney for Robert Ansara

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

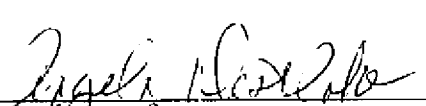

An employee of
LIONEL SAWYER & COLLINS

EXHIBIT “1”

1 **ORDR**

2 Elizabeth Brickfield, Bar #6236

3 Meredith L. Stow, Bar #9203

4 Lionel Sawyer & Collins

5 300 S. 4th St., #1700

6 Las Vegas, Nevada 89101

7 Telephone: 702-383-8888

8 Facsimile: 702-383-8845

9 ebrickfield@lionelsawyer.com

10 mstow@lionelsawyer.com

11 Attorneys for Angel Echevarria

12 DISTRICT COURT, FAMILY COURT

13 CLARK COUNTY, NEVADA

14 In the Matter of the Person and Estate)

15 of)

16 JEAN R. ECHEVARRIA,)

17 an adult ward.)

Case No.: G 27262

Dept. No.: H

Date of Hearing: April 1, 2009

Time of Hearing: 9:00 a.m.

18 **ORDER APPROVING ATTORNEY FEES AND AUTHORIZING PAYMENT OF**
19 **ATTORNEY FEES AND COSTS**

20 The hearing on the the Petition of Angel Echevarria, Guardian of the Person of her mother,
21 Jean R. Echevarria, by and through her counsel of record, Elizabeth Brickfield, Esq., and Meredith
22 Stow, Esq., of Lionel Sawyer & Collins, for the approval of attorney fees and costs incurred by
23 Angel Echeverria came before the Court in the ordinary course. Present at the hearing were Elyse
24 Tyrell, Esq. of Trent Tyrell & Phillips on behalf of Robert Ansara, Guardian of the Estate of Jean
25 R. Echeverria; Cary Colt Payne, Esq. on behalf of Michael Echeverria; and Elizabeth Brickfield, Esq.
26 of Lionel Sawyer & Collins on behalf of Angel Echeverria.

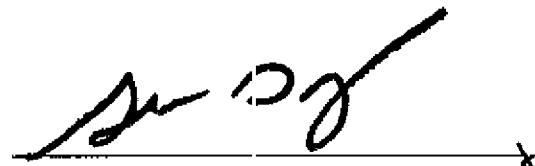
27 After considering the papers and pleadings in this matter and the comment of counsel, the
28 Court found that the attorney fees and costs incurred were reasonable and necessary and ordered
them paid from the Ward's estate as assets become available to make such payments. Good cause
being found:

Page 1 of 4

1 IT IS HEREBY ORDERED that the Guardian of the Estate is authorized and directed to pay
2 the law firm of Lionel Sawyer & Collins \$35,456.75 in attorney fees and an additional amount of
3 \$1,118.35 in costs for a total of \$46,575.10 in attorney fees and expenses for the period from March
4 29, 2007 through March 4, 2009 in connection with this matter.

5 IT IS FURTHER ORDERED that the foregoing fees and costs shall be paid on a pro-rata
6 basis with the attorney fees and costs previously awarded to TRENT TYRELL & PHILLIPS,
7 ROBERT ANSARA and LIONEL SAWYER & COLLINS on a pro-rata basis until such time as the
8 same are satisfied in full.

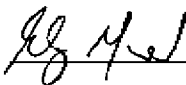
9 Dated this 6 day of APRIL, 2009.

10
11
12 

13 DISTRICT COURT JUDGE

14
15 Submitted by:

16 LIONEL SAWYER & COLLINS

17
18 

19 Elizabeth Brickfield, Bar #6236
20 Meredith L. Stow, Bar #9203
21 300 S. 4th St., #1700
22 Las Vegas, Nevada 89101
23 Telephone: 702-383-8888
24 Facsimile: 702-383-8845
25 ebrickfield@lionsawyer.com
26 mstow@lionsawyer.com

27 Attorneys for Angel Echevarria
28


CERTIFICATE OF SERVICE

I hereby certify that on this 7 day of April, 2009, I served a true and correct copy of the foregoing **ORDER APPROVING ATTORNEY FEES AND AUTHORIZING PAYMENT OF ATTORNEY FEES AND COSTS** via the U.S. Postal Service, correct postage prepaid, addressed to:

Cary Colt Payne, Esq.
Cary Colt Payne Chld.
700 South Eighth Street
Las Vegas, NV 89101
Counsel for Michael Echevarria

Elyse Tyrell, Esq.
Trent Tyrell & Phillips
11920 Southern Highlands Parkway, Suite 200
Las Vegas, NV 89141
Attorney for Robert Ansara

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052


An employee of
LIONEL SAWYER & COLLINS

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document entitled, **ORDER APPROVING ATTORNEY FEES AND AUTHORIZING PAYMENT OF ATTORNEY FEES AND COSTS** as filed in District Court as Case number G 27262..

☒ Does not contain the social security number of any person.

- OR -


☐ Contains the social security number of a person as required by:

A. A specific state or federal law, to wit:

(State specific law)

- OR -

B. For the administration of a public program or for an application for a federal or state grant.



Attorney's Signature

April 3, 2009
Date

ELIZABETH BRICKFIELD
Printed Name

37

ORDER

Elizabeth Brickfield, Bar #6236
Meredith L. Stow, Bar #9203
Lionel Sawyer & Collins
300 S. 4th St., #1700
Las Vegas, Nevada 89101
Telephone: 702-383-8888
Facsimile: 702-383-8845
ebrickfield@lionelsawyer.com
mstow@lionelsawyer.com

FILED
APR 7 3 48 PM '09
E. J. [Signature]
CLERK OF THE COURT

Attorneys for Angel Echevarria

DISTRICT COURT, FAMILY COURT
CLARK COUNTY, NEVADA

In the Matter of the Person and Estate
of
JEAN R. ECHEVARRIA,
an adult ward.

Case No.: G 27262
Dept. No.: H

Date of Hearing: April 1, 2009
Time of Hearing: 9:00 a.m.

**ORDER APPROVING ATTORNEY FEES AND AUTHORIZING PAYMENT OF
ATTORNEY FEES AND COSTS**

The hearing on the the Petition of Angel Echevarria, Guardian of the Person of her mother, Jean R. Echevarria, by and through her counsel of record, Elizabeth Brickfield, Esq., and Meredith Stow, Esq., of Lionel Sawyer & Collins, for the approval of attorney fees and costs incurred by Angel Echeverria came before the Court in the ordinary course. Present at the hearing were Elyse Tyrell, Esq. of Trent Tyrell & Phillips on behalf of Robert Ansara, Guardian of the Estate of Jean R. Echeverria; Cary Colt Payne, Esq. on behalf of Michael Echeverria; and Elizabeth Brickfield, Esq. of Lionel Sawyer & Collins on behalf of Angel Echeverria.

After considering the papers and pleadings in this matter and the comment of counsel, the Court found that the attorney fees and costs incurred were reasonable and necessary and ordered them paid from the Ward's estate as assets become available to make such payments. Good cause being found:

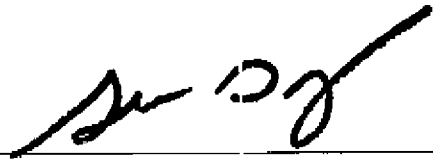
RECEIVED
APR 07 2009
CLERK OF THE COURT
GUARDIANSHIP
APR 06 2009
RECEIVED

LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702.383.8888
FAX 702.383.8845

1 IT IS HEREBY ORDERED that the Guardian of the Estate is authorized and directed to pay
2 the law firm of Lionel Sawyer & Collins \$35,456.75 in attorney fees and an additional amount of
3 \$1,118.35 in costs for a total of \$46,575.10 in attorney fees and expenses for the period from March
4 29, 2007 through March 4, 2009 in connection with this matter.

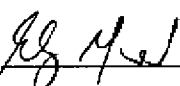
5 IT IS FURTHER ORDERED that the foregoing fees and costs shall be paid on a pro-rata
6 basis with the attorney fees and costs previously awarded to TRENT TYRELL & PHILLIPS,
7 ROBERT ANSARA and LIONEL SAWYER & COLLINS on a pro-rata basis until such time as the
8 same are satisfied in full.

9 Dated this 6 day of APRIL, 2009.

10
11
12 
13 DISTRICT COURT JUDGE
14

15 Submitted by:

16 LIONEL SAWYER & COLLINS

17
18 
19 Elizabeth Brickfield, Bar: #6236
20 Meredith L. Stow, Bar #9203
21 300 S. 4th St., #1700
22 Las Vegas, Nevada 89101
23 Telephone: 702-383-8888
24 Facsimile: 702-383-8845
25 ebbrickfield@lionelsawyer.com
26 mstow@lionelsawyer.com

27 Attorneys for Angel Echevarria
28

CERTIFICATE OF SERVICE

I hereby certify that on this 7 day of April, 2009, I served a true and correct copy of the foregoing **ORDER APPROVING ATTORNEY FEES AND AUTHORIZING PAYMENT OF ATTORNEY FEES AND COSTS** via the U.S. Postal Service, correct postage prepaid, addressed to:

Cary Colt Payne, Esq.
Cary Colt Payne Chtd.
700 South Eighth Street
Las Vegas, NV 89101
Counsel for Michael Echevarria

Elyse Tyrell, Esq.
Trent Tyrell & Phillips
11920 Southern Highlands Parkway, Suite 200
Las Vegas, NV 89141
Attorney for Robert Ansara

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052


An employee of
LIONEL SAWYER & COLLINS

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document entitled, **ORDER APPROVING ATTORNEY FEES AND AUTHORIZING PAYMENT OF ATTORNEY FEES AND COSTS** as filed in District Court as Case number G 27262.

☒ Does not contain the social security number of any person.

- OR -

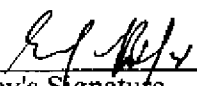
☐ Contains the social security number of a person as required by:

A. A specific state or federal law, to wit:

(State specific law)

- OR -

B. For the administration of a public program or for an application for a federal or state grant.



Attorney's Signature

April 3, 2009
Date

ELIZABETH BRICKFIELD
Printed Name

E-FILE
ORIGINAL

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Alvin L. Schuman
CLERK OF THE COURT

1 **FACT**

2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & PHILLIPS
5 11920 Southern Highlands
6 Parkway, Suite 200
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

DISTRICT COURT
CLARK COUNTY, NEVADA

15 In the Matter of the Guardianship) CASE NO. G 27262
16 of the person and estate of) Family Court
17 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E
18)

19 **SECOND ACCOUNT AND REPORT OF GUARDIAN AND**
20 **PETITION FOR PAYMENT OF FEES**

21 Date of Hearing: 03/03/10
22 Time of Hearing: 9:00 a.m.

23 ROBERT L. ANSARA, Guardian of the estate of the above-named
24 adult ward, now presents to this Honorable Court his Second Account
25 and Report of Guardian, along with a verified Petition for Payment
26 of Fees, and alleges as follows:

27 1. **SUMMARY OF ACCOUNT.** Petitioner alleges that he should be
28 charged and credited for this accounting period which covers the
time frame October 31, 2008 through October 31, 2009, in the manner
outlined on Exhibit "1" which is attached hereto.

2. Petitioner was appointed to act as Guardian of the estate
of the adult ward due to the ward's inability to manage her own
financial affairs. At this time, Petitioner reports that the
ward's condition remains unchanged and, for that reason, the
necessity to continue this guardianship proceeding exists.

1 Attached hereto as Exhibit "2" is the Status Report which was
2 written by your Petitioner herein. Said report provides the court
3 with the status of the adult ward, her assets, income and
4 disbursements.

5 3. Petitioner has rendered services in connection with this
6 guardianship proceeding including, but not limited to, managing all
7 of the adult ward's assets, ensuring that the expenses associated
8 with the ward's care and maintenance have been fully satisfied on a
9 timely basis, all of which are outlined on Exhibit "3". Therefore,
10 Petitioner alleges that the sum of \$14,415.75, is a reasonable fee
11 to compensate him for these services, \$5,000.00 of which having
12 been pre-paid.

13 4. Petitioner would request authority to pay himself the sum
14 of \$200.00, on a monthly basis, against which he will bill hourly.
15 Should Petitioner's fees exceed that \$200.00 amount, he will seek
16 reimbursement for the balance due when he files his annual account
17 and report. Should Petitioner's fees be less than the \$200.00
18 requested amount, Petitioner will apply the credit to the following
19 month. Petitioner understands that the foregoing advancements are
20 subject to approval by the court at the time of the next
21 accounting.

22 5. The law firm of Trent, Tyrell & Phillips has rendered
23 services in connection with this guardianship matter including, but
24 not limited to, preparing and filing the instant account and
25 report, along with other documentation relative hereto, all of
26 which are outlined on Exhibit "4". Therefore, Petitioner alleges
27 that the sum of \$12,921.32 is a reasonable fee to compensate said
28

1 law firm for these services. Therefore, Petitioner would request
2 that, when funds become available, authority to pay said law firm
3 the sum of \$12,921.32 as and for its fees in connection with this
4 guardianship matter.

5 WHEREFORE, Petitioner prays as follows:

6 1. That the foregoing Second Account and Report be settled,
7 allowed and approved, and all actions taken by the Petitioner as
8 set forth herein be ratified and approved.

9 2. That this Honorable Court authorize and direct Petitioner
10 to pay the fees and costs as outlined above.

11 3. That Petitioner be authorized and directed to pay himself
12 the sum of \$200.00, on a monthly basis, against which he will bill
13 hourly.

14 4. For such other and further relief as the Court may deem
15 just and proper in the premises.

16 
17 ROBERT L. ANSARA

18
19
20 STATE OF NEVADA)
21 : ss.
22 COUNTY OF CLARK)

23 ROBERT L. ANSARA, being first duly sworn, deposes and says:

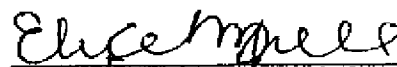
24 That he is the Guardian of the estate of the above-named ward;
25 that he has read the foregoing Second Account and Report of
26 Guardian and Petition for Payment of Fees and knows the contents
27 thereof; that the same is true of his own knowledge except as to

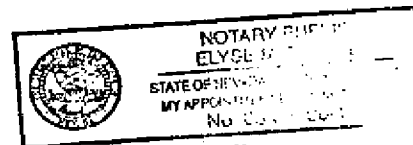
1 those matters therein contained upon information and belief, and as
2 to those matters, he believes them to be true.

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ROBERT L. ANSARA

SUBSCRIBED and SWORN to before me
this 16 day of February, 2010.


NOTARY PUBLIC in and for said
County and State



TRENT, TYRELL & PHILLIPS


ELYSE M. TYRELL, ESQ.
11920 Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
Attorney for the Guardian

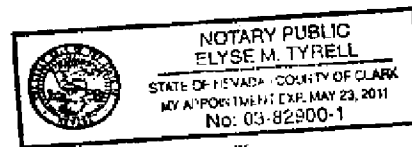


EXHIBIT "1"

ECHEVARRIA GUARDIANSHIP
10/31/08-10/31/09

Beginning Balance		<\$1,040.70>
Receipts		\$122,190.50
	Total:	\$121,149.80
Disbursements		
Home – Repairs/Maintenance/Mortgage		\$58,632.13
Utilities-		\$13,197.24
Auto Expenses-		\$3,333.56
Medical Expenses-		\$4,057.20
Misc Expenses (including income taxes) -		\$40,341.03
Professional Fees-		\$5,455.00
	Total:	\$125,016.16
Bank Book Balance (due to o/s checks)	Total:	<\$3,866.36>



Receipts and Disbursements Echevarria Guardianship 10/31/08-10/31/09

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
282	11/05/08	Robert Spease - Loan Payment						\$1,000.00	
		Dover Mgmt	\$8,900.00						
283	11/07/08	Cox Communications			\$149.24				
284	11/07/08	NV Power			\$358.21				
285	11/07/08	SW Gas			\$52.81				
286	11/10/08	Republic Services		\$38.82					
287	11/10/08	Orkin Pest Services		\$42.40					
288	11/10/08	City of Henderson			\$126.56				
289	11/10/08	Sprint			\$344.22				
290	11/10/08	Angel Echevarria						\$250.00	
291	11/10/08	Angel Echevarria					\$550.00		
292	11/11/08	PEA Fees							\$2,000.00
293	11/11/08	Trent Tyrell & Phillips							\$500.00
294	11/13/08	Sands of Kahana						\$467.10	
295	11/13/08	Pool Pros		\$670.00					
296	11/19/08	Storage One						\$160.00	
297	12/03/08	NV Power			\$239.60				
298	12/03/08	Cox Communications			\$304.48				
299	12/03/08	Arrowhead			\$66.63				
300	12/04/08	Bermuda Landscapes		\$125.00					
301	12/04/08	Countrywide		\$4,604.97					
302	12/04/08	Garnett & King							\$1,955.00
303	12/04/08	Orkin Pest Services		\$42.40					
304	12/04/08	Catskill Auto				\$216.68			
		IRS Stimulus Check	\$300.00						
305	12/16/08	Angel Echevarria					\$200.00	\$200.00	
306	12/16/08	Robert Spease - Loan Payment						\$1,000.00	



Receipts and Disbursements Echevarria Guardianship 10/31/08-10/31/09

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
307	12/16/08	Angel Echevarria				\$200.00			
308	12/17/08	Storage One						\$160.00	
309	12/17/08	Pool Pros		\$110.00					
	12/18/09	Dover Mgmt	\$10,000.00						
310	12/18/08	Michael Echevarria						\$10,000.00	
311	12/18/08	SW Gas			\$92.44				
312	12/18/08	Arrowhead			\$37.89				
313	12/18/08	City of Henderson			\$78.62				
314	12/18/08	NV Power			\$259.78				
315	01/07/09	Angel Echevarria- Funeral						\$100.00	
316	01/07/09	Angel Echevarria- Funeral						\$150.00	
317	01/09/09	Sprint			\$336.31				
	01/09/09	Dover Mgmt	\$8,900.00						
318	01/16/09	Countrywide		\$4,604.46					
319	01/16/09	SW Gas			\$245.35				
320	01/16/09	City of Henderson			\$55.61				
321	01/16/09	Orkin Pest Services		\$42.40					
322	01/16/09	Storage One						\$160.00	
323	01/16/09	TSL Alarm		\$90.00					
324	01/22/09	Angel Echevarria					\$100.00		
325	01/26/09	NV Power			\$338.59				
326	01/26/09	Anthem Country Club HOA		\$468.00					
327	01/26/09	Allstate				\$140.00			
328	01/26/09	Review Journal						\$117.00	
329	01/26/09	Arrowhead			\$42.98				
330	01/26/09	Cox Communications			\$149.24				
331	02/03/09	Sprint			\$362.24				
332	02/03/09	Storage One						\$56.78	
333	02/03/09	Bermuda Landscape		\$125.00					
334	02/03/09	Bermuda Landscape		\$125.00					



Receipts and Disbursements Echevarria Guardianship 10/31/08-10/31/09

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
	02/09/09	Dover Mgmt	\$8,900.00						
335	02/11/09	Countrywide		\$4,604.99					
336	02/12/09	PEA Fees							\$1,000.00
337	02/12/09	Angel Echevarria					\$200.00	\$200.00	
338	02/12/09	Orkin Pest Services		\$42.40					
339	02/13/09	Republic Services		\$38.62					
340	02/13/09	Beverly Hospital					\$50.00		
341	02/13/09	SW Gas			\$36.31				
342	02/13/09	City of Henderson			\$44.94				
343		VOID							
344	02/13/09	NV Power			\$602.37				
345	02/13/09	Sprint			\$342.61				
346	03/04/09	Pool Pros		\$220.00					
347	03/04/09	Cox Communications			\$149.25				
348	03/04/09	Arrowhead			\$29.24				
349	03/04/09	Alistate				\$118.29			
	03/08/09	Dover Mgmt	\$8,900.00						
350	03/05/09	Foot Ankle & Lower Leg Ctr.					\$150.00		
351	03/06/09	Countrywide		\$4,605.13					
352	03/10/09	VOID							
353	03/10/09	Anthem Village Dental					\$173.60		
354	03/10/09	Angel Echevarria					\$220.00	\$130.00	
355	03/10/09	Orkin Pest Services		\$42.40					
356	03/10/09	SW Gas			\$156.47				
357	03/10/09	City of Henderson			\$45.29				
358	03/10/09	Sprint			\$274.32				
359	03/26/09	Anthem Country Club HOA		\$468.00					
360	03/26/09	Countrywide		\$4,604.87					
361	04/07/09	Angel Echevarria					\$220.00	\$130.00	
362	04/09/09	TSI Alarm		\$90.00					



Receipts and Disbursements Echevarria Guardianship 10/31/08-10/31/09

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
	04/09/09	Dover Mgmt	\$8,900.00						
383	04/09/09	City of Henderson			\$65.56				
384	04/09/09	Costco						\$50.00	
385	04/09/09	Cox Communications			\$157.60				
386	04/09/09	VOID							
387	04/09/09	Sprint			\$267.16				
388	04/09/09	Allstate				\$169.06			
389	04/09/09	Foot Ankle & Lower Leg Ctr.					\$150.00		
370	04/09/09	Pool Pros		\$249.00					
371	04/13/09	Countrywide		\$4,603.55					
372	04/14/09	US Treasury						\$1,000.00	
373	04/16/09	Storage One						\$80.00	
374	04/24/09	Countrywide		\$3,831.13					
375	04/29/09	Bermuda Landscape		\$125.00					
	04/29/09	Dover Mgmt	\$8,900.00						
376	05/06/09	Sam's Club						\$40.00	
377	05/06/09	Sprint			\$267.85				
378	05/06/09	SW Gas			\$95.14				
378	05/06/09	NV Energy			\$237.22				
380	05/06/09	Republic Services		\$39.29					
381	05/06/09	Orkin Pest Services		\$42.40					
382	05/06/09	Arrowhead			\$22.37				
383	05/06/09	Cox Communications			\$323.20				
384	05/06/09	Allstate				\$169.08			
385	05/07/09	Bermuda Landscape		\$125.00					
386	05/07/09	Angel Echevarria					\$220.00	\$130.00	
387	05/07/09	Reader's Digest						\$29.96	
388	05/07/09	US Treasury						\$3,000.00	
389	05/18/09	Angel Echevarria-Auto Purchase				\$500.00			
390	05/21/09	Pool Pros		\$110.00					



Receipts and Disbursements Echevarria Guardianship 03/08-10/31/09

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
391	06/01/09	Proceeds from PillowTek Suit	\$6,422.00						
391	06/01/09	US Treasury Payment 2008						\$7,000.00	
392	06/02/09	Arrowhead Direct			\$44.74				
393	06/02/09	NV Energy			\$259.51				
394	06/02/09	SW Gas			\$152.93				
395	06/02/09	City of Henderson			\$85.58				
396		VOID							
397	06/02/09	Bermuda Landscape		\$125.00					
398	06/02/09	Orkin Pest Services		\$89.46					
399	06/02/09	Cox Communications			\$331.20				
400	06/02/09	Sprint			\$282.60				
401	06/03/09	Allstate Car Insurance				\$169.08			
402	06/05/09	Angel Echevarria					\$220.00	\$130.00	
	06/05/09	Dover Mgmt	\$8,900.00						
403	06/05/09	BofA Home Mortgage		\$3,831.13					
404	06/09/09	Anthem Country Club HOA		\$469.00					
405	06/12/09	Storage One Anthem						\$80.00	
406	06/23/09	Anthem Village Dental					\$87.20		
407	06/25/09	BofA Home Mortgage		\$3,831.13					
408	07/01/09	LMS Residential- AC Repair		\$224.00					
409	07/01/09	Bermuda Landscape		\$125.00					
410	07/01/09	Storage One						\$80.00	
411	07/10/09	US Treasury Payment 2008						\$2,765.06	
412	07/05/09	VOID							
413	07/05/09	Angel Echevarria					\$220.00	\$130.00	
	07/07/09	Dover Mgmt	\$8,900.00						
414	07/07/09	City of Henderson			\$262.33				
415	07/08/09	TSL Alarm		\$90.00					
416	07/08/09	City of Henderson			\$151.52				
417	07/08/09	NV Energy			\$445.01				



Receipts and Disbursements Echevarria Guardianship 10/31/08-10/31/09

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
418	07/08/09	Sprint			\$263.85				
419	07/08/09	Arrowhead Direct			\$6.79				
420	07/08/09	Orkin Pest Services		\$94.12					
421	07/08/09	SW Gas			\$125.88				
422	07/08/09	Reader's Digest						\$29.96	
423	07/08/09	Allstate				\$430.46			
424	07/08/09	Sands of Kahana						\$295.38	
425	07/17/09	Storage One						\$80.00	
426	07/17/09	Bermuda Landscape		\$140.00					
427	07/17/09	Pool Pros		\$567.00					
428	08/04/09	Angel Echevarria					\$550.00	\$250.00	
429	08/04/09	LMS Residential- AC Repair		\$1,250.00					
430	08/04/09	BofA Home Mortgage		\$3,831.13					
431	08/05/09	SW Gas			\$38.25				
432	08/05/09	NV Energy			\$517.94				
433	08/05/09	City of Henderson			\$216.25				
434		VOID							
435	08/05/09	LV Review Journal						\$52.00	
436	08/05/09	Sprint			\$313.48				
437	08/05/09	Arrowhead			\$29.16				
438	08/05/09	Allstate				\$342.36			
439	08/05/09	Orkin Pest Services		\$51.72					
440	08/10/09	Bermuda Landscape		\$125.00					
	08/10/09	Dover Mgmt	\$8,900.00						
441	08/10/09	IRS Payment						\$2,500.00	
442	08/19/09	Storage One						\$80.00	
443	08/19/09	BofA Home Mortgage		\$3,831.13					
444	08/24/09	Cox Communications			\$135.55				
445	08/24/09	Arrowhead Direct			\$22.49				
	08/25/09	Bank Fee						\$29.00	



Receipts and Disbursements Echevarria Guardianship 10/31/08-10/31/09

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
	08/26/09	Transfer/Loan from P&A	\$5,000.00						
	09/02/09	Dover Mgmt	\$8,900.00						
446	09/02/09	Allstate				\$342.36			
447	09/04/09	Catakill Auto Service				\$201.49			
448	09/04/09	Republic Services		\$40.23					
449	09/04/09	PEA- loan payback						\$5,000.00	
450	09/18/09	Anthem Country Club HOA		\$468.00					
451	09/08/09	Bermuda Landscape		\$125.00					
452	09/09/09	Sprint			\$309.27				
453	09/09/09	Angel Echevarria					\$300.00	\$150.00	
454	09/09/09	Republic Services		\$43.23					
455	09/11/09	City of Henderson			\$245.42				
456	09/11/09	Pool Pros		\$105.00					
457	09/17/09	Storage One						\$80.00	
458	09/18/09	NV Energy			\$549.69				
459	09/18/09	NV Energy			\$551.22				
460	10/01/09	Allstate				\$334.70			
461	10/01/09	Republic Services		\$43.23					
462	10/01/09	Cox Communications			\$284.48				
463	10/01/09	Arrowhead Direct			\$30.08				
464	10/01/09	City of Henderson			\$180.27				
	10/07/09	Dover Mgmt	\$8,900.00						
465	10/07/09	Sprint			\$241.05				
466	10/07/09	Angel Echevarria					\$300.00	\$150.00	
467	10/15/09	NV Energy			\$363.00				
	10/19/09	Dover Mgmt	\$2,568.50						
468	10/21/09	Review Journal						\$64.35	
469	10/21/09	Orkin Pest Services		\$47.06					
470	10/21/09	Anthem Village Dental					\$146.40		
471		VOID							

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EXHIBIT "2"



P.O. Box 30785
Las Vegas, NV 89173-0785
(702) 491-2900 Fax (702) 876-3781
rlansara@aol.com

January 28, 2010

STATUS REPORT as of November 30, 2009 of
GUARDIANSHIP OF THE ESTATE OF Jean R. Echevarria

This guardianship consists of managing the financial affairs of Ms. Echevarria while coordinating with her daughter Angel, who serves as Guardian of the person. This estate encompasses a home in the Anthem development in Henderson, a $\frac{1}{2}$ interest in a commercial building in Foster City, California, her ongoing day-to-day bills, liens/judgements, the unsecured (dated) payables, and various notes.

The home has been for sale for over 3 years now. The price has been reduced over those three years to about $\frac{1}{2}$ of what it initially was. Yet, no viable offers have surfaced over that time. When the mortgage balance total is added to the costs of selling, the current sales price is about as low as we can go at this time. Repairs are made as needed and many steps have been taken to economize on monthly expenses.

The building in California continues to be the sole revenue source for the Guardianship, aside from Jean's social security. There are two tenants in the building with leases that are coming up for renewal in the next 18 to 36 months. The company managing the building has nearly completed negotiations with one tenant on a lease renewal that includes price concessions and some repairs/deferred maintenance costs. The other tenant recently was purchased by another company that is currently negotiating a lease assignment. If tenant #1 re-signs, the guardianship's income source will be safe in the near term.

Income taxes had been offset by deductions until the tax year 2008. As a result, the Guardianship spent about 15 months getting the back taxes paid and is now current. Quarterly (or more frequent) tax payments will be made in order to remain current going forward.

Fees to legal and Guardianship stopped in February of 2009 in order to concentrate on taxes.

No progress payments have been made on any credit card balances owing. No payments have been made to the attorney in Tennessee. Mr. Spease received

\$2,000.00 in early 2009 and no payments have been made since. Mike Echevarria received a \$10,000.00 payment in 2008 against the debt owed to him.

The daily essential bills are paid current, Jean's health is stable, there is enough cash flow presently to cover taxes, and a small surplus will begin to accumulate as the year progresses.


Robert L. Ansara

EXHIBIT "3"

EXHIBIT "3"



P.O. Box 30785
Las Vegas, NV 89173-0785
(702) 876-9660 ext. 108
Fax (702) 876-3781
rlarisara@aol.com

SUMMARY OF OUR FEES AND PAYMENTS ~ ECHEVARRIA
FROM SEPTEMBER 2007 THRU OCTOBER 2009

September 07 to December 07	\$ 5,874.75
January 08 to October 08	4,680.00
November 08 to October 09	<u>3,861.00</u>
Total	14,415.75
Paid (09/07 thru 02/09)	<u>5,000.00</u>
Total Due thru 10/31/09	\$ 9,415.75

08/24/09	Paid bills (2) and did reconciliations	.5
09/09/09	Paid bills (9) and went to bank with building check.	.7
09/18/09	Paid bills (5).	.3
10/01/09	Paid bills (5).	.3
10/07/09	Paid bills (1) and went to bank with building check.	.4
10/19/09	Phone call with Doug Steinreide about building tenants, reserves, and distributions. We discussed in detail the strategy for negotiating the leases as they come due.	.5
10/21/09	Paid bills (7)	.4
10/30/09	Paid bills (5).	.4
	19.8 hours for 12 month period @ \$195 = \$3,861.00	



P.O. Box 30785
Las Vegas, NV 89173

Time Sheet for Echevarria Guardianship
January 1, 2008 thru October 31, 2008

Date	Description	Hours
1/04/08	Paid bills, called AT&T and Sprint	1.2
1/07/08	Call to Realtor and Angel & banking	.4
1/11/08	Took call from credit card creditor	.2
1/23/08	Call to Realtor regarding showing	.1
2/08/08	Paid bills & banking	.85
2/11/08	Met with Elizabeth Brickfield and Angel, investigated lien against home with County Recorder's office, paid rest of bills	1.9
2/13/08	Met with CPA regarding taxes	.5
2/21/08	Call with 3 creditors and pay bill	.25
2/27/08	Court appearance & meeting	.9
3/07/08	Paid bills & banking	.3
3/12/08	Paid bills and called Doug Steinreide regarding Applera	.35
3/13/08	Call with Mansfield	.2
3/24/08	CPA meeting	.25
3/25/08	Paid bills, assisted Angel with auto, CPA call	.4
3/27/08	Paid bills	.2
4/03/08	Paid bills	.4
4/08/08	Banking	.2
4/10/08	Paid bills	.1
4/25/08	Paid bills	.2
5/07/08	Paid bills & banking	.8
5/15/08	Paid bills	.2
5/26/08	Call with Tennessee attorney and with Elyse	.4
6/04/08	Paid bills & banking	.75
6/20/08	Review court docs & call with Doug Steinreide	.8
6/25/08	Court appearance and call with creditor	2.1
6/27/08	Paid bills	.3
7/10/08	Paid bills, called Steinreide, banking, and creditor call	1.1
7/21/08	Paid bills	.35
7/29/08	Paid bills	.25
7/27/08	Call with Michael regarding lien and debt	.6

8/12/08	Bill pay & banking	.6
8/14/08	Realtor meeting and call with CPA	.3
8/15/08	Home visit with Angel	.95
8/20/08	Bill pay	.25
8/21/08	Call with Doug Steinreide and review the building financial results	.6
8/22/08	Call with Mike E. regarding status of Guardianship and legal	.25
9/11/08	Budget and emails	.3
9/12/08	Paid bills	.45
9/13/08	Calls with Mike E. and Elyse	.3
9/16/08	Paid bills	.2
9/17/08	Call with Linda at Realty Executives	.1
9/18/08	Met with Linda and listed home	.6
9/30/08	Calls with Grace and Doug, paid bills	.4
10/10/08	Paid bills and banking	.75
10/08/08	Calls with Doug Steingeide and CPA in California	.3
10/09/08	Creditor call and call with Doug Steinreide	.25
10/15/08	Reviewed and signed tax return	.3
10/27/08	Paid bills	.2

Total hours for 10 month period ended 10/31/08 is 24.0 @ \$ 195.00 = \$4,680.00



P.O. Box 30785
Las Vegas, NV 89173

Time Sheet for Echevarria Guardianship
From October thru December 31, 2007

Date	Description	Hours
10/16/07	Called Angel Echevarria, Doug Steinreide, and Elyse Tyrell to discuss the Guardianship, the building, and setting up a meeting with Angel.	.65
10/17/07	Met with Angel at the home in Anthem.	1.5
10/18/07	Created files and started organizing the work. Spoke with Doug Steinreide about information needed to get me up to speed on the building.	.5
10/22/07	Follow up call with Doug regarding the documents he sent.	.4
10/23/07	Spoke with Angel and Doug. Talked with 3 creditors. Mailed letters to creditors. Did change of address. Went to bank. Talked with Realtor about values, marketing, timing, etc.	2.1
10/24/07	Returned to bank to complete process. Spoke with Amy Gallup about 1031 rules and regulations. Spoke with Doug about the interim plan for distributions, building expenses, 1031 issues, and the prospects for tenant stability.	.9
10/30/07	Went over the comps on the home. Spoke with Doug by phone regarding Applera and the risk of losing them as a tenant in Foster City.	.3
10/31/07	Spoke with Ellen Fahr, Realtor, about the plan.	.2
11/01/07	Spoke with Mike Echevarria about liens, his plan, and his Mom.	.2
11/02/07	Conference call with Angie, Grace, Doug, and me regarding the building and a plan of action. Agreed to spend a day together in Foster City. Made bank deposit, paid bills, calls to creditors, and spoke with Elyse Tyrell.	2.3
11/04/07	Read through all of the data sent by Doug. Spoke with Doug about questions regarding deferred maintenance, depreciation, basis, contingency fund, taxes, and our meeting.	1.2
11/07/07	Met with Realtor at home to do survey and decide what needs to be done to prepare for market. Met with Angel afterward. Called Elyse to discuss credit issues where Angel and her Mother, Jean, are intertwined.	1.75

11/08/07	Spoke with Angel and made a plan to have landscape primped, have windows professionally cleaned, have carpet shampoo done, fix carpet drop off in great room, install carpet in dining room, have cabinet door in casita fixed, and get the home cleaned in a general way.	.3
11/12/07	Spoke with two creditors. Paid bills.	.2
11/14/07	Spoke with Angie, Mike, Angel, two of the vendors who are doing work at the home, and prepared an aged accounts payable list.	.8
11/15/07	Flew to San Jose to do a site visit and meet with Angie, Grace, and Doug. Also met with the Realtor and his leasing person as well as one of the attorneys.	1 day 8 hrs.
11/17/07	Review docs received in California. Paid bills, calls with creditors.	.65
11/19/07	Call with Angel, Doug, and Elyse. Went to bank. Spoke at length with attorney Vandever in Tennessee regarding the case, an appeal, and the outstanding amount owed to his firm by Jean.	1.3
11/20/07	Research done on New York Life Insurance policies.	.6
11/24/07	Call with Amy regarding taxes and tax planning. Called Angel for tax returns. Paid bills.	.35
11/26/07	Dealt with creditors.	.2
12/10/07	Call with Doug regarding plan for meeting with Mr. Wong. Discussed different scenarios.	.75
12/11/07	Spoke with Angel regarding meds, phone bill, power bill, and repairs.	.2
12/13/07	Met with Amy Gallup regarding tax preparation for Jean.	.25
12/20/07	Spoke with Doug, Consolidated Resorts (time share arrearages), New York Life, Angel regarding tax returns and carpet repair, paid bills, and called phone company.	1.6
12/21/07	Spoke with both Angie and Grace regarding various issues.	.3
	TOTAL	27.05
	27.05 Hours x \$195.00 Per Hour = \$5,274.75	

EXHIBIT "4"

Trent, Tyrell & Phillips
Attorneys at Law
11920 So. Southern Highlands Parkway, Suite 200
Las Vegas, NV 89141

(702) 382-2210

(702) 382-9242 (fax)

Jean Echevarria
c/o Professional Estate Administrators
Robert L. Ansara
P.O. Box 30785
Las Vegas, NV 89173-0785

Matter: Jean Echevarria
Statement Date: 2/2/2010
Amount Due: \$12,921.32

Fees					
Date	Billor	Description	Code	Hours	Amount
12/8/2004	EMT	Court appearance; discuss file w/counsel and family		1.00	\$350.00
12/11/2004	EMT	Review information and documentation		2.00	\$700.00
12/12/2004	EMT	Review information and documentation		2.00	\$700.00
12/13/2004	EMT	p/c w/Elizabeth Brickfield, Esq.		0.10	\$35.00
12/14/2004	EMT	p/c w/David Houston, Esq. (2); fax to Kim Boyer, Esq.; fax to Elizabeth Brickfield, Esq.; p/c w/Kim Boyer, Esq.		1.10	\$385.00
12/15/2004	EMT	p/c w/Elizabeth Brickfield, Esq.; review fax from Elizabeth Brickfield, Esq.; fax to Elizabeth Brickfield, Esq.		0.25	\$87.50
12/18/2004	EMT	Review information and documentation		0.45	\$157.50
12/20/2004	EMT	Review fax from Michael Echevarria		0.10	\$35.00
12/21/2004	EMT	p/c w/Michael Echevarria; p/c w/Elizabeth Brickfield, Esq.; left message for Darius Baghai, Esq. (no charge)		0.40	\$140.00
12/22/2004	EMT	Review fax from Michael Echevarria; fax to Elizabeth Brickfield, Esq.; p/c w/Darius Baghai, Esq.		0.45	\$157.50
12/23/2004	EMT	Letter to counsel		0.70	\$245.00
12/27/2004	EMT	Review Supplement to Opposition filed by Elizabeth Brickfield		0.10	\$35.00
1/3/2005	EMT	p/c w/Michael; p/c w/Elizabeth Brickfield		0.40	\$140.00
1/4/2005	CJ	p/c w/Michael; fax to Michael		0.60	\$84.00
1/4/2005	EMT	p/c w/Kim Boyer; p/c w/Elizabeth Brickfield		0.25	\$87.50
1/5/2005	EMT	Court appearance		2.00	\$700.00
1/5/2005	LLR	Faxes to Elizabeth Brickfield and Kim Boyer		0.50	\$87.50
1/6/2005	EMT	Faxes to Kim Boyer and Elizabeth Brickfield		0.50	\$175.00
1/7/2005	EMT	p/c w/ Kim Boyer; p/c w/Elizabeth Brickfield		0.40	\$140.00
1/10/2005	EMT	Review fax from Elizabeth Brickfield to the Guardianship Commissioner		0.20	\$70.00
1/19/2005	EMT	Review letter		0.10	\$35.00
1/31/2005	EMT	Fax to Elizabeth Brickfield and Kim Boyer		0.50	\$175.00
2/1/2005	CJ	p/c w/Michael Echevarria		0.25	\$35.00
2/7/2005	CJ	Fax to Elizabeth Brickfield and Kim Boyer		0.50	\$70.00
2/10/2005	EMT	Review Notice of Withdrawal filed by Kim Boyer		0.20	\$70.00
2/11/2005	CJ	Fax to Elizabeth Brickfield and Kim Boyer; draft additional faxes to Ms. Brickfield and Ms. Boyer; fax to Michael Echevarria		0.60	\$84.00

Fees (continued)

Date	Biller	Description	Code	Hours	Amount
2/15/2005	CJ	Letter to Michael Echevarria		0.40	\$56.00
2/15/2005	EMT	Review and approve letter		0.20	\$70.00
3/18/2005	LLR	Review file; research; discussion w/Elyse Tyrell (no charge for Ms. Tyrell's time); draft Petition for Payment of Fees; draft setting pleadings		2.50	\$437.50
3/18/2005	EMT	Review and approve draft of petition; approve setting pleadings		0.50	\$175.00
3/30/2005	EMT	Review petition to borrow funds		0.10	\$35.00
4/7/2005	LLR	Fax to Elizabeth Brickfield		0.25	\$43.75
4/7/2005	EMT	Review and sign fax		0.10	\$35.00
4/15/2005	EMT	Review fax from Cary Payne		0.10	\$35.00
4/20/2005	EMT	Left message for Elizabeth Brickfield (no charge)			\$0.00
4/21/2005	LLR	Fax to Elizabeth Brickfield		0.25	\$43.75
4/21/2005	EMT	Discuss file w/Elizabeth Brickfield; review and sign fax		0.20	\$70.00
4/24/2005	EMT	Review fax from Cary; fax to client; left message for Sharon Jaster (no charge)		0.40	\$140.00
4/26/2005	EMT	p/c w/Cary Payne		0.10	\$35.00
4/26/2005	EMT	p/c w/Cary Payne; review file		0.20	\$70.00
4/27/2005	CJ	Discuss file w/EMT; revised fax to Cary Payne		0.45	\$63.00
5/3/2005	EMT	p/c w/Meridith; p/c w/Cary Payne		0.20	\$70.00
5/3/2005	EMT	Review fax from Cary Payne		0.10	\$35.00
5/4/2005	EMT	Court appearance		0.50	\$175.00
5/5/2005	EMT	Review package from Elizabeth Brickfield; p/c w/Sharon Jaster; left message for Sharon (no charge)		0.50	\$175.00
5/9/2005	EMT	p/c w/Michael; review email from Michael		0.45	\$157.50
5/9/2005	EMT	p/c w/Sharon; review bank statement; p/c w/Elizabeth		0.75	\$262.50
5/11/2005	EMT	Review fax from Elizabeth; meeting w/Commissioner		1.50	\$525.00
5/12/2005	EMT	Review new statements		0.50	\$175.00
5/16/2005	EMT	p/c w/Sharon Jaster		0.10	\$35.00
5/17/2005	EMT	Left message for Elizabeth (no charge); read and respond to email from Michael		0.10	\$35.00
5/18/2005	EMT	Read and respond to email from Elizabeth		0.10	\$35.00
5/20/2005	CJ	p/c w/Angel		0.10	\$14.00
5/23/2005	EMT	Read and respond to email from Michael		0.10	\$35.00
5/31/2005	EMT	Review letter from Elizabeth; p/c w/Angel		0.25	\$87.50
6/1/2005	EMT	Review fax from Cary; left message from Cary (no charge); p/c w/Cary		0.40	\$140.00
6/3/2005	EMT	Left message from Sharon (no charge)			\$0.00
6/6/2005	EMT	p/c w/Sharon		0.10	\$35.00
6/8/2005	EMT	Discussed file w/Elizabeth		0.10	\$35.00
6/9/2005	EMT	Left message for Sharon (no charge)			\$0.00
6/16/2005	EMT	Left message for Cary (no charge)			\$0.00
6/17/2005	EMT	p/c w/Cary		0.10	\$35.00
6/21/2005	EMT	p/c w/Richardo		0.10	\$35.00
6/22/2005	EMT	Court appearance		1.00	\$350.00
6/23/2005	EMT	Review fax from Elizabeth; p/c w/Marc		0.20	\$70.00
7/12/2005	EMT	Review Tennessee attorney's correspondence		0.10	\$35.00
7/13/2005	EMT	p/c w/Mark's office		0.10	\$35.00
7/27/2005	EMT	p/c w/Cary		0.10	\$35.00
8/1/2005	EMT	p/c w/Commissioner's office		0.10	\$35.00
8/5/2005	CJ	p/c w/Commissioner's office		0.20	\$28.00
8/9/2005	CJ	p/c w/Michael		0.20	\$28.00
8/11/2005	EMT	p/c w/Michael; p/c w/Commissioner's office		0.45	\$157.50

Fees (continued)

Date	Biller	Description	Code	Hours	Amount
8/15/2005	EMT	Review neo; review letter from Elizabeth to Cary		0.10	\$35.00
8/17/2005	EMT	Review email letter and California complaint		0.40	\$140.00
8/23/2005	EMT	p/c w/Sharon Jaster		0.20	\$70.00
8/25/2005	EMT	Meeting w/Commissioner Norheim		1.00	\$350.00
8/28/2005	EMT	Review e-mail from Michael		0.10	\$35.00
9/2/2005	EMT	Review e-mail from Michael; respond		0.20	\$70.00
9/12/2005	EMT	Review Notice of Taking Deposition		0.10	\$35.00
9/22/2005	EMT	Review Amended Notice of Taking Deposition		0.10	\$35.00
9/23/2005	LLR	Discussion w/Elyse Tyrell (no charge for Ms. Tyrell's time); organize file into euro file; fax to Elizabeth Brickfield		1.00	\$175.00
9/23/2005	EMT	Review fax		0.10	\$35.00
9/26/2005	EMT	Read and respond to email from Michael		0.10	\$35.00
9/29/2005	EMT	Review court minutes; fax to Cary; fax to Elizabeth		0.20	\$70.00
10/6/2005	CJ	Fax to Elizabeth		0.25	\$35.00
10/7/2005	EMT	Review and sign fax		0.10	\$35.00
10/18/2005	CJ	Fax to Elizabeth		0.25	\$35.00
10/19/2005	EMT	Message from Elizabeth (no charge)			\$0.00
10/20/2005	LLR	p/c w/Elizabeth's office; p/c w/Elizabeth		0.45	\$78.75
10/25/2005	EMT	p/c w/Cary; review objection; review second amended notice		0.20	\$70.00
11/4/2005	CJ	Discuss file w/Elyse M. Tyrell, Esq.; fax to accountant		0.40	\$56.00
11/4/2005	EMT	Court appearance; p/c w/Mark; review fax to Mark		0.25	\$87.50
11/5/2005	CJ	p/c w/Elizabeth Brickfield; p/c w/Guardianship Office; fax to Guardianship Office		0.45	\$63.00
11/9/2005	EMT	p/c w/Mark's office		0.10	\$35.00
11/16/2005	CJ	Fax to Mark Asheghian		0.25	\$35.00
11/16/2005	EMT	Review fax to Mark		0.10	\$35.00
1/5/2006	LLR	p/c w/Nicole		0.20	\$35.00
6/14/2007	EMT	p/c w/Cary Payne		0.10	\$35.00
6/27/2007	EMT	Review pleadings; court appearance; p/c w/Angel; p/c w/Michael		1.40	\$490.00
6/29/2007	EMT	Meeting w/Michael; review fax from Elizabeth		1.10	\$385.00
7/3/2007	DVW	Review notice of hearing		0.10	\$14.00
7/5/2007	EMT	p/c w/Michael; meeting w/Jean; review two e-mails; respond		0.75	\$262.50
7/17/2007	EMT	p/c w/Angel; meeting w/Angel and Elizabeth		1.45	\$507.50
7/18/2007	EMT	p/c w/Michael and Caroline		0.20	\$70.00
7/18/2007	EMT	p/c w/Michael & Caroline		0.20	\$70.00
7/24/2007	EMT	p/c w/Cary Payne; p/c w/Angel's step-mother; prepare for court		1.75	\$612.50
7/25/2007	EMT	Court appearance		1.00	\$350.00
8/21/2007	EMT	p/c w/Elizabeth's office		0.20	\$70.00
8/22/2007	EMT	Review NEO		0.10	\$35.00
8/23/2007	EMT	Review documents provided by both parties; p/c w/Elizabeth; p/c w/Bob Ansara; p/c w/Cary Payne; p/c w/Margaret Spease; p/cw/Jimmy Perez.; p/c w/Maria Cabarillo; p/c w/Rick Orellano		6.50	\$2,275.00
8/28/2007	EMT	Review e-mail; respond; review Reply		0.25	\$87.50
9/4/2007	EMT	p/c w/Cary		0.10	\$35.00
9/5/2007	DVW	Discuss file w/counsel; draft petition		1.50	\$210.00
9/5/2007	EMT	Court appearance		1.00	\$350.00
9/6/2007	EMT	Review and revise petition		1.00	\$350.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
9/10/2007	DVW	Draft order		1.00	\$140.00
9/10/2007	EMT	Revise and sign order; p/c w/Elizabeth Brickfield; p/c w/Gary Vandever		1.20	\$420.00
9/11/2007	EMT	Review returned, signed petition		0.10	\$35.00
9/12/2007	EMT	Review fax; review e-mail; respond; revise order		0.50	\$175.00
9/20/2007	EMT	p/c w/Angel		0.25	\$87.50
9/21/2007	DVW	Draft all setting pleadings for temporary guardianship		1.50	\$210.00
9/21/2007	EMT	Review fax		0.20	\$70.00
9/24/2007	EMT	Review e-mail; respond		0.10	\$35.00
9/25/2007	EMT	p/c w/Charles katz		0.10	\$35.00
9/28/2007	EMT	Review fax from Carcy Payne		0.10	\$35.00
10/1/2007	EMT	Review e-mail; respond		0.10	\$35.00
10/3/2007	DVW	Letter to Gary Vandever and Charles Katz		0.50	\$70.00
10/4/2007	EMT	E-mail letter to Vandever and Katz; review and sign letter; review and sign NEO		0.25	\$87.50
10/9/2007	DVW	p/c w/client		0.10	\$14.00
10/9/2007	EMT	p/c w/Angel		0.20	\$70.00
10/10/2007	EMT	Meeting w/Mr. Ansara		0.75	\$262.50
10/17/2007	EMT	File order; review e-mail		0.25	\$87.50
10/18/2007	EMT	Review e-mail; respond		0.25	\$87.50
10/22/2007	EMT	p/c w/Robert Ansara		0.50	\$175.00
10/23/2007	DVW	Review e-mail; review file; scan and e-mail documents to client; review e-mail from client's office; respond		0.50	\$70.00
10/23/2007	EMT	Review e-mails; respond		0.20	\$70.00
10/29/2007	EMT	p/c w/Robert Ansara		0.20	\$70.00
10/31/2007	EMT	Review e-mail; respond		0.10	\$35.00
11/5/2007	EMT	Review correspondence from California attorney; scan and e-mail to Mr. Ansara; review e-mail from Mr. Ansara; respond		0.40	\$140.00
11/6/2007	EMT	Read and respond to email from Bob		0.10	\$35.00
11/8/2007	EMT	Review e-mail; respond		0.10	\$35.00
11/9/2007	EMT	p/c w/Bob Ansara		0.40	\$140.00
11/16/2007	EMT	Review e-mail; respond		0.20	\$70.00
12/26/2007	EMT	Review e-mail from Mr. Ansara; review fax		0.20	\$70.00
1/7/2008	EMT	Review e-mail; respond		0.20	\$70.00
1/22/2008	EMT	Read and respond to emails from Vandever		0.10	\$35.00
1/29/2008	EMT	p/c w/Bob Ansara		0.20	\$70.00
2/5/2008	EMT	Review letter from Katz		0.10	\$35.00
2/6/2008	DVW	Draft petition to abandon appeal		1.00	\$140.00
2/8/2008	DVW	Draft all setting pleadings		1.00	\$140.00
2/8/2008	EMT	Review and sign setting pleadings		0.10	\$35.00
2/11/2008	EMT	Review e-mail; respond		0.20	\$70.00
2/12/2008	EMT	Read and respond to email from Bob		0.20	\$70.00
2/25/2008	DVW	Review e-mail; discussion w/Ms. Tyrell; respond		0.20	\$28.00
2/25/2008	EMT	p/c w/Meredith Stowe		0.20	\$70.00
2/27/2008	EMT	Court appearance		1.00	\$350.00
2/28/2008	EMT	Revise order; scan and e-mail		0.40	\$140.00
3/3/2008	EMT	Review e-mail; respond		0.20	\$70.00
3/4/2008	EMT	Read and respond to email from Gary		0.10	\$35.00
3/10/2008	EMT	p/c w/Cary Payne		0.20	\$70.00
3/11/2008	EMT	p/c w/Cary Payne		0.20	\$70.00
3/17/2008	LLR	Review fax from Cary Payne; copy order for submission w/copy of Mr. Payne's letter; instructions to runner		0.25	\$43.75

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
3/24/2008	EMT	p/c w/Norman		0.10	\$35.00
3/26/2008	DVW	Discuss file w/EMT; revise order		0.20	\$28.00
3/26/2008	EMT	Discussions w/Cary Payne; discuss file w/staff; review and revise order; scan and email order		0.25	\$87.50
4/2/2008	EMT	Read and respond to email from Handever		0.10	\$35.00
4/17/2008	EMT	Review e-mail; respond		0.10	\$35.00
4/28/2008	DVW	Draft petition		1.00	\$140.00
4/28/2008	EMT	Work w/assistant on petition		0.40	\$140.00
4/30/2008	DVW	Draft all setting pleadings		1.00	\$140.00
4/30/2008	EMT	Review and sign pleadings		0.20	\$70.00
5/5/2008	EMT	p/c w/Guardianship Commissioner's office		0.20	\$70.00
5/7/2008	EMT	Review e-mail		0.10	\$35.00
5/8/2008	DVW	E-mail to Guardianship Commissioner's office; fax to Cary Payne		0.40	\$56.00
5/12/2008	DVW	Review e-mails; respond		0.40	\$56.00
5/13/2008	DVW	Review email from Sara; email to Sara		0.20	\$28.00
5/16/2008	EMT	Review objection		0.10	\$35.00
5/20/2008	EMT	Review e-mail; respond		0.20	\$70.00
5/27/2008	EMT	Review e-mails; respond		0.20	\$70.00
6/16/2008	DVW	E-mail to Bob Ansara		0.25	\$35.00
6/16/2008	EMT	Review petition; p/c w/Cary		0.20	\$70.00
6/17/2008	EMT	Review e-mail; respond		0.10	\$35.00
6/18/2008	DVW	Draft objection w/Ms. Tyrell; p/c w/Mr. Ansara		1.20	\$168.00
6/18/2008	EMT	Work on objection w/assistant; p/c w/Mr. Ansara		0.90	\$315.00
6/23/2008	DVW	E-mail to Mr. Ansara; review and print e-mail from Mr. Ansara; review faxes from Cary Payne (2); second e-mail to Mr. Ansara		0.75	\$105.00
6/24/2008	EMT	Review fax		0.25	\$87.50
6/26/2008	EMT	p/c w/Guardianship Commissioner's office; p/c w/Guardianship Commissioner		0.20	\$70.00
6/27/2008	DVW	Draft report and recommendation		1.00	\$140.00
7/1/2008	EMT	Finalize report and recommendation		0.25	\$87.50
7/7/2008	EMT	Review fax from Meredith to Cary		0.10	\$35.00
7/14/2008	EMT	Review faxes		0.10	\$35.00
7/17/2008	EMT	Review e-mails; respond		0.20	\$70.00
8/19/2008	EMT	Review report and recommendation		0.20	\$70.00
8/19/2008	JB	Draft NEO		0.10	\$5.00
8/26/2008	EMT	Read and respond to emails from Bob		0.20	\$70.00
9/3/2008	EMT	Review letter from Gary Vandever; p/c w/Norman; p/c w/Cary; scan and email to Carey		0.25	\$87.50
9/5/2008	EMT	Scan and re-e-mail report and recommendation		0.20	\$70.00
9/12/2008	EMT	p/c w/Bob Ansara		0.20	\$70.00
10/6/2008	EMT	p/c w/client		0.10	\$35.00
12/4/2008	EMT	Review e-mail		0.20	\$70.00
1/30/2009	EMT	p/c w/Bob Ansara		0.25	\$87.50
2/4/2009	EMT	Fees charged for first account and report			\$1,500.00
2/4/2009	EMT	Review, scan and e-mail accounting to client		0.20	\$70.00
2/19/2009	EMT	p/c w/Ms. Brickfield's assistant		0.20	\$70.00
3/11/2009	DVW	Draft revised order		0.25	\$35.00
3/12/2009	DVW	Letter to Bob		0.25	\$35.00
3/18/2009	DVW	Letter to client		0.25	\$35.00
3/18/2009	EMT	Review and sign letter		0.10	\$35.00
3/26/2009	EMT	Review e-mails from client; respond		0.20	\$70.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
3/27/2009	DVW	Discuss file w/Ms. Trent; draft objection; e-file and process		1.00	\$140.00
3/27/2009	EMT	Review objection; revise		0.25	\$87.50
4/1/2009	DVW	Letter to client		0.25	\$35.00
4/2/2009	EMT	p/c w/client; review and sign letter to client; court appearance		1.00	\$350.00
4/6/2009	LLR	p/c w/Bob Ansara; e-mail to Ms. Tyrell		0.20	\$35.00
4/7/2009	LLR	Review e-mail; forward to client		0.25	\$43.75
4/13/2009	DVW	Letter to client		0.25	\$35.00
4/13/2009	EMT	Review and sign letter		0.10	\$35.00
4/16/2009	PAT	p/c w/client		0.20	\$70.00
7/20/2009	EMT	Discussion w/Guardian		0.20	\$70.00
8/11/2009	EMT	Review e-mail; respond		0.10	\$35.00
10/16/2009	EMT	Review e-mail; respond		0.20	\$70.00
2/1/2010	EMT	Review email from Bob Ansara; discuss w/staff		0.50	\$175.00
2/2/2010	EMT	Discuss file w/staff; review accounting; review, revise and sign second account and report and all setting pleadings		1.00	\$350.00
2/2/2010	DVW	Discuss file w/EMT; draft petition and all setting pleadings		1.50	\$210.00
SUBTOTAL:				92.20	\$28,001.75

Expenses

Date	Billor	Description	Code	Amount
1/6/2005	LLR	Copying costs to date		\$55.40
3/18/2005	LLR	Copying costs from 1/7/05 to date		\$49.80
3/18/2005	LLR	Postage costs		\$10.80
3/25/2005		Postage		\$2.40
4/8/2005		Postage		\$1.48
5/31/2005	LLR	Bounced check charges		\$25.00
9/23/2005	LLR	Euro file costs		\$18.50
11/1/2005		Postage		\$2.40
11/16/2005		Postage		\$1.48
1/19/2007		Postage		\$0.39
9/14/2007	EMT	Review signed order		\$0.10
9/21/2007	LLR	Runner costs		\$10.00
9/24/2007	DVW	Runner's service		\$10.00
9/24/2007	LLR	Runner costs		\$10.00
9/26/2007	DVW	Postage		\$59.40
9/26/2007	DVW	Runner's service		\$10.00
9/26/2007	LLR	Runner costs		\$10.00
9/26/2007	LLR	Runner costs		\$10.00
9/27/2007	LLR	Clark County Clerk		\$9.00
9/28/2007	DVW	Runner's service		\$10.00
9/28/2007	LLR	Runner costs		\$10.00
10/1/2007	DVW	Postage		\$4.10
10/4/2007	LLR	Runner costs		\$10.00
10/9/2007	DVW	Postage		\$6.38
10/18/2007	LLR	Runner costs		\$10.00
10/19/2007	LLR	Clark County Clerk		\$9.00
10/19/2007	LLR	Runner costs		\$10.00
10/22/2007	LLR	Postage costs		\$3.28
10/24/2007		Postage		\$0.58

Expenses (continued)

Date	Billor	Description	Code	Amount
2/11/2008	LLR	Runner costs		\$10.00
2/11/2008	LLR	Runner costs		\$10.00
2/13/2008	LLR	Runner costs		\$10.00
2/14/2008	LLR	Runner costs		\$10.00
2/15/2008	LLR	Postage costs		\$4.51
3/6/2008	LLR	Runner costs		\$10.00
3/17/2008	LLR	Runner costs		\$10.00
5/1/2008	LLR	Runner costs		\$10.00
5/2/2008	LLR	Runner costs		\$10.00
5/5/2008	LLR	Postage costs		\$4.10
5/5/2008	LLR	Runner costs		\$10.00
6/19/2008	LLR	Runner costs		\$10.00
6/20/2008	DVW	Postage		\$2.95
8/20/2008	LLR	Runner costs		\$10.00
8/26/2008	DVW	Postage		\$5.90
2/9/2009	LLR	Runner costs		\$10.00
2/9/2009	LLR	Runner costs		\$10.00
2/12/2009	LLR	Postage costs		\$16.80
2/12/2009	LLR	Runner costs		\$10.00
3/12/2009	LLR	Runner costs		\$10.00
3/13/2009	DVW	Postage		\$1.85
3/19/2009	LLR	Postage costs		\$0.42
3/20/2009	LLR	Runner costs		\$10.00
3/23/2009	LLR	Postage costs		\$5.90
3/27/2009	LLR	Wiznet filing costs		\$6.00
4/2/2009	LLR	Postage costs		\$2.10
4/6/2009	LLR	Postage costs		\$0.59
4/13/2009	DVW	Postage		\$0.59

SUBTOTAL: \$581.20

Payments

Date	Description	Code	Amount
5/24/2005	Payment received		(\$2,000.00)
5/25/2005	Fees paid		(\$750.00)
6/2/2005	Angel Echevarria, re-deposit of bounced check		(\$2,000.00)
11/21/2005	Fees paid		(\$7,744.37)
11/21/2005	Costs paid		(\$167.26)
7/18/2007	Fee payment (Michael/Caroline M. Yokr)		(\$2,000.00)
10/6/2008	Payment received		(\$500.00)
11/21/2008	Fee payment		(\$170.31)
11/21/2008	Cost payment		(\$329.69)

SUBTOTAL: \$15,661.63

Bill Summary

Previous Balance	\$0.00
Current Fees	\$28,001.75
Current Expenses	\$581.20
Current Other:	\$0.00
Current Payments	(\$15,661.63)
Total Amount Due	\$12,921.32

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Alvin L. Schuman

CLERK OF THE COURT



NOTC

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & PHILLIPS
11920 Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
(702) 382-2210
(702) 382-9242 (fax)
elyse@probatelawlv.com
Attorney for the Guardian of the
Estate and Successor Trustee of
the Ward's Living Trust,
ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

**NOTICE OF HEARING OF SECOND ACCOUNT AND REPORT OF GUARDIAN AND
PETITION FOR PAYMENT OF FEES**

Date of Hearing: 03/03/10
Time of Hearing: 9:00 a.m.

NOTICE IS HEREBY GIVEN to all persons interested in the guardianship of the person and estate of the above-named adult ward, that Wednesday, the 3rd day of March, 2010, at the hour of 9:00 a.m., in the Family Court and Service Center in Department E which is located at 601 N. Pecos, Las Vegas, Nevada, 89101, is hereby set as the time and place by the court for the hearing on the Second Account and Report of Guardian and Petition for Payment of Fees, filed by ROBERT L. ANSARA, at which time all persons interested in said matter are notified then and there to appear and show cause, if any they have, why said petition should not be granted.

Reference is hereby made to said petition, on file herein, for further particulars.

YOU DO NOT NEED TO APPEAR UNLESS YOU WISH TO FILE AN

1 OBJECTION.

2 DATED this 11th day of February, 2010.

3 TRENT, TYRELL & PHILLIPS

4
5 Elyse M. Tyrell
6 ELYSE M. TYRELL, ESQ.
7 11920 Southern Highlands
8 Parkway, Suite 200
9 Las Vegas, Nevada 89141

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Ann L. Quinn
CLERK OF THE COURT

NOTC

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & PHILLIPS
11920 Southern Highlands
Parkway, Suite 200
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(702) 382-2210
(702) 382-9242 (fax)
elyse@probatelawlv.com
Attorney for the Guardian of the
Estate and Successor Trustee of
the Ward's Living Trust,
ROBERT L. ANSARA



012269
046027262

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

**NOTICE OF HEARING OF SECOND ACCOUNT AND REPORT OF GUARDIAN AND
PETITION FOR PAYMENT OF FEES**

Date of Hearing: 03/03/10
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Reference is hereby made to said petition, on file herein, for further particulars.

YOU DO NOT NEED TO APPEAR UNLESS YOU WISH TO FILE AN

MC 2
CE29

1 OBJECTION.

2 DATED this 11th day of February, 2010.

3 TRENT, TYRELL & PHILLIPS

4
5 Elyse M. Tyrell
6 ELYSE M. TYRELL, ESQ.
7 11920 Southern Highlands
8 Parkway, Suite 200
9 Las Vegas, Nevada 89141
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CLERK OF THE COURT

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ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
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11920 Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
(702) 382-2210
(702) 382-9242 (fax)
elyse@probatelawlv.com
Attorney for the Guardian of the
Estate and Successor Trustee of
the Ward's Living Trust,
ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

AFFIDAVIT OF MAILING

Date of Hearing: 03/03/10
Time of Hearing: 9:00 a.m.

STATE OF NEVADA)
: ss:
COUNTY OF CLARK)

LAURA L. ROHDE, being first duly sworn according to law,
deposes and says:

On the 19th day of February, 2010, I personally placed in
envelopes, postage fully prepaid, first class postage thereon,
copies of the Second Account and Report of Guardian and Petition
for Payment of Fees, along with a copy of the Notice, addressed to
the persons whose names and addresses are set forth below, and
deposited the same in the Post Office at Las Vegas, Nevada, to-wit:

Robert L. Ansara
P.O. Box 30785
Las Vegas, NV 89173

1 Angel Echevarria
Anthony Echevarria
2 12 Desert Highlands Drive
Henderson, NV 89052

3 Michael Echevarria
4 120 Pana Drive
Hendersonville, TN 37075

5 Robert Echevarria
6 P.O. Box 5496
Mohave Valley, AZ 86446

7 Michael T. Echevarria
8 Tersa Echevarria
c/o Paula Cunningham
9 P.O. Box 341
La Canada, CA 91012

10 Ana Echevarria
11 Amanda Echevarria
c/o Angel Echevarria
12 12 Desert Highlands Drive
Henderson, NV 89052

13 Elizabeth Brickfield, Esq.
14 300 S. Fourth Street #1700
Las Vegas, NV 89101

15 Darius A. Baghai, Esq.
16 144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212

17 Cary Colt Payne, Esq.
18 700 South Eighth Street
Las Vegas, NV 89101

19 Gary Vandever
20 501 Park Avenue, Suite B
Lebanon, TN 37087

21 There is a regular communication by mail between the Post

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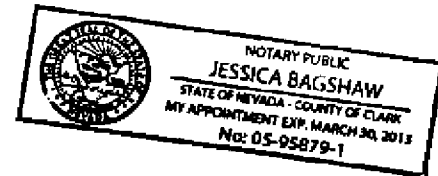
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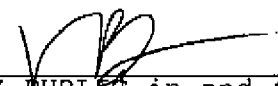
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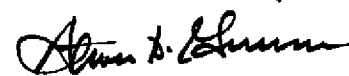
1 Office at Las Vegas, Nevada, and the addresses to which the above-
2 referenced documentation was mailed.

3
4 
5 LAURA L. ROHDE

6
7 SUBSCRIBED and SWORN to before me
8 this 19th day of February, 2010.



9
10 
11 NOTARY PUBLIC in and for said
12 County and State
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CLERK OF THE COURT

1 **OSFF**

2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & PHILLIPS
5 11920 Southern Highlands
6 Parkway, Suite 200
7 Las Vegas, Nevada 89141
8 (702) 382-2210
(702) 382-9242 (fax)

elyse@probatelawlv.com

Attorney for the Guardian of the
Estate and Successor Trustee of
the Ward's Living Trust,
ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

10 In the Matter of the Guardianship) CASE NO. G 27262
11 of the person and estate of) Family Court
12 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

**ORDER SETTLING SECOND ACCOUNT AND REPORT OF GUARDIAN AND ORDER
AUTHORIZING PAYMENT OF FEES**

Date of Hearing: 03/03/10
Time of Hearing: 9:00 a.m.

16 BE IT REMEMBERED that ROBERT L. ANSARA, Guardian of the estate
17 of the above-named adult ward filed herein his Second Account and
18 Report of Guardian and Petition for Payment of Fees; the same having
19 come on regularly, for hearing on this date before the above-entitled
20 Court; it appearing to the satisfaction of the Court that proper
21 notice of hearing of this matter has been duly given in the manner
22 required by law; that all allegations contained in said account and
23 petition are true and correct; and good cause appearing therefore,

24 NOW, THEREFORE, IT IS HEREBY ORDERED that the Second Account and
25 Report submitted by the said Guardian be, and the same is hereby
26 settled, allowed and approved, and all actions taken by the said
27 Guardian as set forth therein are hereby ratified and approved; and
28 it is

RECEIVED
FEB 18 2010
GUARDIANSHIP


1 FURTHER ORDERED that the Guardian's action in pre-paying himself
2 the sum of \$5,000.00 as and for his fees in connection with this
3 matter is hereby approved and confirmed by this court; and it is

4 FURTHER ORDERED that the Guardian is authorized and directed to
5 pay himself the sum of \$9,415.75 representing the balance of his fees
6 in connection with this guardianship matter; and it is


7 FURTHER ORDERED that the Guardian is authorized and directed to
8 pay the law firm of Trent, Tyrell & Phillips the sum of \$12,921.32
9 representing the balance of its fees and costs in connection with this
10 guardianship matter; and it is

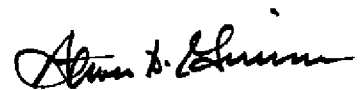
11 FURTHER ORDERED that the foregoing fees and costs shall be paid
12 on a pro-rata basis until such time as the same are satisfied in full.

13 DATED and DONE this 3rd day of March, 2010.
14

15
16 
17 DISTRICT JUDGE

18 TRENT, TYRELL & PHILLIPS

19 
20 ELYSE M. TYRELL, ESQ.
21 11920 Southern Highlands
22 Parkway, Suite 200
Las Vegas, Nevada 89141
Attorney for the Guardian



CLERK OF THE COURT

1 **NEO**
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & PHILLIPS
5 11920 Southern Highlands
6 Parkway, Suite 200
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**


9 In the Matter of the Guardianship) CASE NO. G 27262
10 of the person and estate of) Family Court
11 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

12 **NOTICE OF ENTRY OF ORDER**

13 TO: ALL PERSONS INTERESTED IN THE ABOVE-REFERENCED GUARDIANSHIP:
14 YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that an Order
15 Settling Second Account and Report of Guardian and Order
16 Authorizing Payment of Fees, which is attached hereto, was
17 entered by the court on the 3rd day of March, 2010.

18 DATED this 4th day of March, 2010.

19 TRENT, TYRELL & PHILLIPS

20 
21 ELYSE M. TYRELL, ESQ.
22 11920 Southern Highlands
23 Parkway, Suite 200
24 Las Vegas, Nevada 89141

23 **CERTIFICATE OF MAILING**

24 I, the undersigned, an employee of the law firm of Trent,
25 Tyrell & Phillips do hereby declare that on the 4th day of March,
26 2010, I placed in an envelope, postage pre-paid, first class mail
27

1 thereon, a copy of the foregoing Notice of Entry of Order, to which
2 a copy of the Order Settling Second Account and Report of Guardian
3 and Order Authorizing Payment of Fees was attached, to-wit:

4 Robert L. Ansara
P.O. Box 30785
5 Las Vegas, NV 89173

6 Angel Echevarria
Anthony Echevarria
7 12 Desert Highlands Drive
Henderson, NV 89052

8 Michael Echevarria
9 120 Pana Drive
Hendersonville, TN 37075

10 Robert Echevarria
11 P.O. Box 5496
Mohave Valley, AZ 86446

12 Michael T. Echevarria
13 Tersa Echevarria
c/o Paula Cunningham
14 P.O. Box 341
La Canada, CA 91012

15 Ana Echevarria
16 Amanda Echevarria
c/o Angel Echevarria
17 12 Desert Highlands Drive
Henderson, NV 89052

18 Elizabeth Brickfield, Esq.
19 300 S. Fourth Street #1700
Las Vegas, NV 89101

20 Darius A. Baghai, Esq.
21 144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212

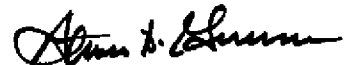
22 Cary Colt Payne, Esq.
23 700 South Eighth Street
Las Vegas, NV 89101

24 Gary Vandever
25 501 Park Avenue, Suite B
Lebanon, TN 37087

26 There is a regular communication by mail between the Post
27
28

1 Office at Las Vegas, Nevada and the addresses to which the above-
2 referenced documentation was mailed.

3
4
5
6 Employee of Trent, Tyrell &
Phillips



CLERK OF THE COURT

1 **OSFF**
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & PHILLIPS
5 11920 Southern Highlands
6 Parkway, Suite 200
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

15 In the Matter of the Guardianship) CASE NO. G 27262
16 of the person and estate of) Family Court
17 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E
18)

**ORDER SETTLING SECOND ACCOUNT AND REPORT OF GUARDIAN AND ORDER
AUTHORIZING PAYMENT OF FEES**

Date of Hearing: 03/03/10
Time of Hearing: 9:00 a.m.

19 BE IT REMEMBERED that ROBERT L. ANSARA, Guardian of the estate
20 of the above-named adult ward filed herein his Second Account and
21 Report of Guardian and Petition for Payment of Fees; the same having
22 come on regularly, for hearing on this date before the above-entitled
23 Court; it appearing to the satisfaction of the Court that proper
24 notice of hearing of this matter has been duly given in the manner
25 required by law; that all allegations contained in said account and
26 petition are true and correct; and good cause appearing therefore,

27 NOW, THEREFORE, IT IS HEREBY ORDERED that the Second Account and
28 Report submitted by the said Guardian be, and the same is hereby
settled, allowed and approved, and all actions taken by the said
Guardian as set forth therein are hereby ratified and approved; and
it is

GUARDIANSHIP

FEB 18 2010

RECEIVED


1 FURTHER ORDERED that the Guardian's action in pre-paying himself
2 the sum of \$5,000.00 as and for his fees in connection with this
3 matter is hereby approved and confirmed by this court; and it is

4 FURTHER ORDERED that the Guardian is authorized and directed to
5 pay himself the sum of \$9,415.75 representing the balance of his fees
6 in connection with this guardianship matter; and it is


7 FURTHER ORDERED that the Guardian is authorized and directed to
8 pay the law firm of Trent, Tyrell & Phillips the sum of \$12,921.32
9 representing the balance of its fees and costs in connection with this
10 guardianship matter; and it is

11 FURTHER ORDERED that the foregoing fees and costs shall be paid
12 on a pro-rata basis until such time as the same are satisfied in full.

13 DATED and DONE this 3rd day of March, 2010.
14

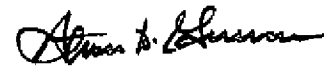
15
16 
17 DISTRICT JUDGE

18 TRENT, TYRELL & PHILLIPS

19 
20 ELYSE M. TYRELL, ESQ.
21 11920 Southern Highlands
22 Parkway, Suite 200
Las Vegas, Nevada 89141
Attorney for the Guardian

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CLERK OF THE COURT

1 **AFFT**

2 ELYSE M. TYRELL, ESQ.

3 Nevada Bar No: 5531

4 TRENT, TYRELL & PHILLIPS

5 11920 Southern Highlands
6 Parkway, Suite 200

7 Las Vegas, Nevada 89141

8 (702) 382-2210

9 (702) 382-9242 (fax)

10 elyse@probatelawlv.com

11 Attorney for the Guardian of the

12 Estate and Successor Trustee of

13 the Ward's Living Trust,

14 ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

15 In the Matter of the Guardianship

16 of the person and estate of

17 JEAN RUTH ECHEVARRIA, an Adult Ward.

) CASE NO. G 27262

) Family Court

) Department E

**AFFIDAVIT IN SUPPORT OF AMENDED ORDER SETTLING SECOND ACCOUNT AND
REPORT OF GUARDIAN AND ORDER AUTHORIZING PAYMENT OF FEES**

18 STATE OF NEVADA)

: ss:

19 COUNTY OF CLARK)

20 ELYSE M. TYRELL, ESQ., being first duly sworn according to
21 law, deposes and says:

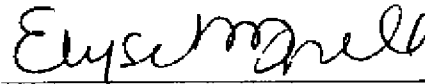
22 1. Affiant is a duly licensed, qualified and practicing
23 attorney within Clark County, Nevada.

24 2. Affiant is counsel for ROBERT L. ANSARA, the duly
25 appointed, qualified and acting Guardian of the person and estate
26 of the above-named adult ward.

27 3. Affiant reports that, on the 3rd day of March, 2010, this
28 court entered its Order Settling Second Account and Report of
Guardian and Order Authorizing Payment of Fees. That order failed
to include authority for Petitioner to pay himself the sum of
\$200.00, on a monthly basis, which was requested in the Second

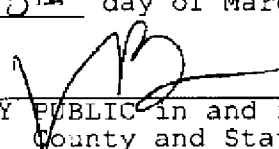
1 Account and Report of Guardian and Petition for Payment of Fees.

2 4. In light of the foregoing, Petitioner would request that
3 this court amend its order to include authority for to pay himself
4 the sum of \$200.00, on a monthly basis.

5 

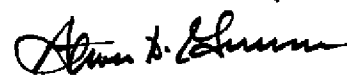
6 ELYSE M. TYRELL, ESQ.

7
8 SUBSCRIBED and SWORN to before me
9 this 5th day of March, 2010.

10 
11 NOTARY PUBLIC in and for said
12 County and State
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CLERK OF THE COURT

1 OSFF

2 ELYSE M. TYRELL, ESQ.

3 Nevada Bar No: 5531

4 TRENT, TYRELL & PHILLIPS

5 11920 Southern Highlands

6 Parkway, Suite 200

7 Las Vegas, Nevada 89141

8 (702) 382-2210

9 (702) 382-9242 (fax)

10 elyse@probatelawlv.com

11 Attorney for the Guardian of the

12 Estate and Successor Trustee of

13 the Ward's Living Trust,

14 ROBERT L. ANSARA

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 In the Matter of the Guardianship) CASE NO. G 27262
18 of the person and estate of) Family Court
19 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E
20)

21 **AMENDED ORDER SETTLING SECOND ACCOUNT AND REPORT OF GUARDIAN AND**
22 **ORDER AUTHORIZING PAYMENT OF FEES**

23 Date of Hearing: 03/03/10
24 Time of Hearing: 9:00 a.m.

25 BE IT REMEMBERED that ROBERT L. ANSARA, Guardian of the estate
26 of the above-named adult ward filed herein his Second Account and
27 Report of Guardian and Petition for Payment of Fees; the same having
28 come on regularly for hearing on this date before the above-entitled
Court; it appearing to the satisfaction of the Court that proper
notice of hearing of this matter has been duly given in the manner
required by law; that all allegations contained in said account and
petition are true and correct; and good cause appearing therefore,

29 NOW, THEREFORE, IT IS HEREBY ORDERED that the Second Account and
30 Report submitted by the said Guardian be, and the same is hereby
31 settled, allowed and approved, and all actions taken by the said
32 Guardian as set forth therein are hereby ratified and approved; and
33 it is

1 FURTHER ORDERED that the Guardian's action in pre-paying himself
2 the sum of \$5,000.00 as and for his fees in connection with this
3 matter is hereby approved and confirmed by this court; and it is

4 FURTHER ORDERED that the Guardian is authorized and directed to
5 pay himself the sum of \$200.00, on a monthly basis, against which he
6 will bill hourly; and it is

7 FURTHER ORDERED that, should the Guardian's fees exceed that
8 \$200.00 amount, he will seek reimbursement for the balance due when
9 he files his annual account and report; and it is

10 FURTHER ORDERED that, should the Guardian's fees be less than the
11 \$200.00 requested amount, the Guardian will apply the credit to the
12 following month. The Guardian understands that the foregoing
13 advancements are subject to approval by the court at the time of the
14 next accounting; and it is

15 FURTHER ORDERED that the Guardian is authorized and directed to
16 pay himself the sum of \$9,415.75 representing the balance of his fees
17 in connection with this guardianship matter; and it is

18 FURTHER ORDERED that the Guardian is authorized and directed to
19 pay the law firm of Trent, Tyrell & Phillips the sum of \$12,921.32
20 representing the balance of its fees and costs in connection with this
21 guardianship matter; and it is

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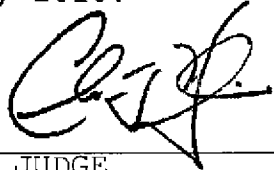
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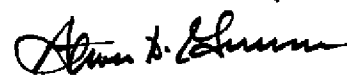
1 FURTHER ORDERED that the foregoing fees and costs shall be paid
2 on a pro-rata basis until such time as the same are satisfied in full.

3 DATED and DONE this 15 day of March, 2010.

4
5
6 
DISTRICT JUDGE d

7 TRENT, TYRELL & PHILLIPS

8 
9 ELYSE M. TYRELL, ESQ.
10 11920 Southern Highlands
11 Parkway, Suite 200
12 Las Vegas, Nevada 89141
13 Attorney for the Guardian
14
15
16
17
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28



CLERK OF THE COURT

1 NEO

2 ELYSE M. TYRELL, ESQ.

3 Nevada Bar No: 5531

4 TRENT, TYRELL & PHILLIPS

5 11920 Southern Highlands

6 Parkway, Suite 200

7 Las Vegas, Nevada 89141

8 (702) 382-2210

9 (702) 382-9242 (fax)

10 elyse@probatelawlv.com

11 Attorney for the Guardian of the

12 Estate and Successor Trustee of

13 the Ward's Living Trust,

14 ROBERT L. ANSARA

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 In the Matter of the Guardianship

18) CASE NO. G 27262

19 of the person and estate of

20) Family Court

21 JEAN RUTH ECHEVARRIA, an Adult Ward.

22) Department E

23)

24 **NOTICE OF ENTRY OF ORDER**

25 TO: ALL PERSONS INTERESTED IN THE ABOVE-REFERENCED GUARDIANSHIP:

26 YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that an Amended
27 Order Settling Second Account and Report of Guardian and Order
28 Authorizing Payment of Fees, which is attached hereto, was
entered by the court on the 17th day of March, 2010.

DATED this 22nd day of March, 2010.

TRENT, TYRELL & PHILLIPS



ELYSE M. TYRELL, ESQ.

11920 Southern Highlands

Parkway, Suite 200

Las Vegas, Nevada 89141

CERTIFICATE OF MAILING

I, the undersigned, an employee of the law firm of Trent,
Tyrell & Phillips do hereby declare that on the 22nd day of March,
2010, I placed in an envelope, postage pre-paid, first class mail

1 thereon, a copy of the foregoing Notice of Entry of Order, to which
2 a copy of the Amended Order Settling Second Account and Report of
3 Guardian and Order Authorizing Payment of Fees was attached, to-wit:

4 Robert L. Ansara
5 P.O. Box 30785
6 Las Vegas, NV 89173

7 Angel Echevarria
8 Anthony Echevarria
9 12 Desert Highlands Drive
10 Henderson, NV 89052

11 Michael Echevarria
12 120 Pana Drive
13 Hendersonville, TN 37075

14 Robert Echevarria
15 P.O. Box 5496
16 Mohave Valley, AZ 86446

17 Michael T. Echevarria
18 Tersa Echevarria
19 c/o Paula Cunningham
20 P.O. Box 341
21 La Canada, CA 91012

22 Ana Echevarria
23 Amanda Echevarria
24 c/o Angel Echevarria
25 12 Desert Highlands Drive
26 Henderson, NV 89052

27 Elizabeth Brickfield, Esq.
28 300 S. Fourth Street #1700
Las Vegas, NV 89101

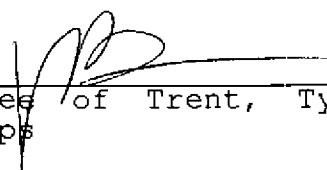
Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212

Cary Colt Payne, Esq.
700 South Eighth Street
Las Vegas, NV 89101

Gary Vandever
501 Park Avenue, Suite B
Lebanon, TN 37087

There is a regular communication by mail between the Post

1 Office at Las Vegas, Nevada and the addresses to which the above-
2 referenced documentation was mailed.

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4
5 
6 Employee of Trent, Tyrell &
Phillips
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CLERK OF THE COURT

1 OSFF
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & PHILLIPS
5 11920 Southern Highlands
6 Parkway, Suite 200
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

DISTRICT COURT
CLARK COUNTY, NEVADA

10 In the Matter of the Guardianship) CASE NO. G 27262
11 of the person and estate of) Family Court
12 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

AMENDED ORDER SETTLING SECOND ACCOUNT AND REPORT OF GUARDIAN AND
ORDER AUTHORIZING PAYMENT OF FEES

Date of Hearing: 03/03/10
Time of Hearing: 9:00 a.m.

16 BE IT REMEMBERED that ROBERT L. ANSARA, Guardian of the estate
17 of the above-named adult ward filed herein his Second Account and
18 Report of Guardian and Petition for Payment of Fees; the same having
19 come on regularly for hearing on this date before the above-entitled
20 Court; it appearing to the satisfaction of the Court that proper
21 notice of hearing of this matter has been duly given in the manner
22 required by law; that all allegations contained in said account and
23 petition are true and correct; and good cause appearing therefore,

24 NOW, THEREFORE, IT IS HEREBY ORDERED that the Second Account and
25 Report submitted by the said Guardian be, and the same is hereby
26 settled, allowed and approved, and all actions taken by the said
27 Guardian as set forth therein are hereby ratified and approved; and

28 it is

GUARDIANSHIP

MAR 11 2010

RECEIVED

1 FURTHER ORDERED that the Guardian's action in pre-paying himself
2 the sum of \$5,000.00 as and for his fees in connection with this
3 matter is hereby approved and confirmed by this court; and it is

4 FURTHER ORDERED that the Guardian is authorized and directed to
5 pay himself the sum of \$200.00, on a monthly basis, against which he
6 will bill hourly; and it is

7 FURTHER ORDERED that, should the Guardian's fees exceed that
8 \$200.00 amount, he will seek reimbursement for the balance due when
9 he files his annual account and report; and it is

10 FURTHER ORDERED that, should the Guardian's fees be less than the
11 \$200.00 requested amount, the Guardian will apply the credit to the
12 following month. The Guardian understands that the foregoing
13 advancements are subject to approval by the court at the time of the
14 next accounting; and it is

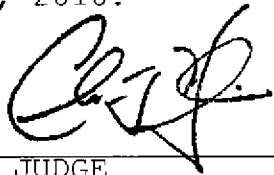

15 FURTHER ORDERED that the Guardian is authorized and directed to
16 pay himself the sum of \$9,415.75 representing the balance of his fees
17 in connection with this guardianship matter; and it is

18 FURTHER ORDERED that the Guardian is authorized and directed to
19 pay the law firm of Trent, Tyrell & Phillips the sum of \$12,921.32
20 representing the balance of its fees and costs in connection with this
21 guardianship matter; and it is


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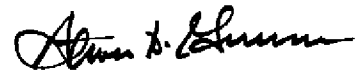
1 FURTHER ORDERED that the foregoing fees and costs shall be paid
2 on a pro-rata basis until such time as the same are satisfied in full.

3 DATED and DONE this 15 day of March, 2010.

4
5
6 
DISTRICT JUDGE 

7 TRENT, TYRELL & PHILLIPS

8 
9 ELYSE M. TYRELL, ESQ.
10 11920 Southern Highlands
11 Parkway, Suite 200
12 Las Vegas, Nevada 89141
13 Attorney for the Guardian
14
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28



CLERK OF THE COURT

FACT

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
11920 Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
(702) 382-2210
(702) 382-9242 (fax)
elyse@probatelawlv.com
Attorney for the Guardian of the
Estate and Successor Trustee of
the Ward's Living Trust,
ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E
)

**THIRD ACCOUNT AND REPORT OF GUARDIAN, PETITION FOR PAYMENT OF FEES
AND PETITION TO ABANDON REAL PROPERTY**

Date of Hearing: 01/05/11
Time of Hearing: 9:00 a.m.

ROBERT L. ANSARA, Guardian of the estate of the above-named
adult ward, now presents to this Honorable Court his Third Account
and Report of Guardian, along with a verified Petition for Payment
of Fees and Petition to Abandon Real Property, and alleges as
follows:

1. **SUMMARY OF ACCOUNT.** Petitioner alleges that he should be
charged and credited for this accounting period which covers the
time frame October 31, 2009 through November 15, 2010, in the
manner outlined on Exhibit "1" which is attached hereto.

2. Petitioner was appointed to act as Guardian of the estate
of the adult ward due to the ward's inability to manage her own
financial affairs. At this time, Petitioner reports that the
ward's condition remains unchanged and, for that reason, the

1 necessity to continue this guardianship proceeding exists.
2 Attached hereto as Exhibit "2" is the Status Report which was
3 written by your Petitioner herein. Said report provides the court
4 with the status of the adult ward, her assets, income and
5 disbursements.

6 3. Petitioner has rendered services in connection with this
7 guardianship proceeding including, but not limited to, managing all
8 of the adult ward's assets, ensuring that the expenses associated
9 with the ward's care and maintenance have been fully satisfied on a
10 timely basis, all of which are outlined on Exhibit "3". Therefore,
11 Petitioner alleges that the sum of \$6,688.50 a reasonable fee to
12 compensate him for these services.

13 4. Petitioner would request authority to continue to pay
14 himself the sum of \$200.00, on a monthly basis, against which he
15 will bill hourly. Should Petitioner's fees exceed that \$200.00
16 amount, he will seek reimbursement for the balance due when he
17 files his annual account and report. Should Petitioner's fees be
18 less than the \$200.00 requested amount, Petitioner will apply the
19 credit to the following month. Petitioner understands that the
20 foregoing advancements are subject to approval by the court at the
21 time of the next accounting.

22 5. The law firm of Trent, Tyrell & Phillips has rendered
23 services in connection with this guardianship matter including, but
24 not limited to, preparing and filing the instant account and
25 report, along with other documentation relative hereto, all of
26 which are outlined on Exhibit "4". Therefore, Petitioner alleges
27 that the sum of \$10,900.70 is a reasonable fee to compensate said
28

1 law firm for these services. Therefore, Petitioner would request
2 that, when funds become available, authority to pay said law firm
3 the sum of \$10,900.70 as and for its fees and costs in connection
4 with this guardianship matter.

5 6. As the court is aware, the ward's trust owns the real
6 property located at 12 Desert Highlands Drive, Henderson, Clark
7 County, Nevada, 89052.

8 7. In accordance with the values of similar properties, the
9 value of the ward's real property totals approximately \$589,000.00.
10 However, there is a mortgage of record against the ward's property
11 with Bank of America, with a principal balance of approximately
12 \$563,919.64, as evidenced by the statement which is attached hereto
13 as Exhibit "5".

14 8. Petitioner reports that the property has been listed for
15 sale since 2007, however, no offers have been extended. As can be
16 seen by review of the monthly budget which has been prepared by
17 Petitioner which is attached hereto as Exhibit "6, the ward is
18 without sufficient funds to satisfy the ongoing expense associated
19 with this home. In light of the foregoing, Petitioner hereby seeks
20 authority to abandon this asset.

21 WHEREFORE, Petitioner prays as follows:

22 1. That the foregoing Third Account and Report be settled,
23 allowed and approved, and all actions taken by the Petitioner as
24 set forth herein be ratified and approved.

25 2. That this Honorable Court authorize and direct Petitioner
26 to pay the fees and costs as outlined above.

3. That Petitioner be authorized and directed to continue to pay himself the sum of \$200.00, on a monthly basis, against which he will bill hourly.

4. That Petitioner be authorized and directed to abandon the ward's real property located at 12 Desert Highlands Drive, Henderson, Clark County, Nevada, 89052 which is titled in the name of the Jean R. Echevarria Trust.

5. That, by recording a certified copy of the Order emanating from this instant petition, the ward's real property located at 12 Desert Highlands Drive, Henderson, Clark County, Nevada, which is legally described below, is hereby abandon, to-wit:

Legal Description: Lot Thirty-Seven (37), Block One (1) of ANTHEM CNTRY CLUB PARCEL 5, as shown by map thereof on file in Book 88, Page 33, in the Office of the County Recorder of Clark County, Nevada.

Assessor's Parcel No: 190-06-717-005

SEC 06 TWP 23 RNG 62

6. For such other and further relief as the Court may deem just and proper in the premises.



ROBERT L. ANSARA

STATE OF NEVADA)
 :
COUNTY OF CLARK)

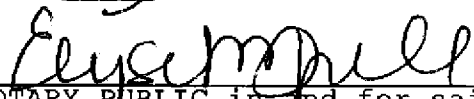
SS.

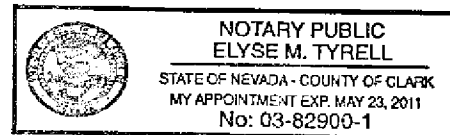
ROBERT L. ANSARA, being first duly sworn, deposes and says:
That he is the Guardian of the estate of the above-named ward;

1 that he has read the foregoing petition and knows the contents
2 thereof; that the same is true of his own knowledge except as to
3 those matters therein contained upon information and belief, and as
4 to those matters, he believes them to be true.

5
6 
7 ROBERT L. ANSARA

8 SUBSCRIBED and SWORN to before me
9 this 13 day of December, 2010.

10 
11 NOTARY PUBLIC in and for said
12 County and State



13 TRENT, TYRELL & ASSOCIATES


14 
15 ELYSE M. TYRELL, ESQ.
16 11920 Southern Highlands
17 Parkway, Suite 200
18 Las Vegas, Nevada 89141
19 Attorney for the Guardian
20
21
22
23
24
25
26
27
28

EXHIBIT "1"

ECHEVARRIA GUARDIANSHIP

10/31/09-11/15/10

Beginning Balance	<\$3,866.36>
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Receipts	\$145,484.82
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Total:	\$141,618.46
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Disbursements

Home – Repairs/Maintenance/Mortgage	\$53,006.17
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Utilities-	\$11,837.84
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Auto Expenses-	\$4,403.74
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Medical Expenses-	\$6,258.80
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Misc Expenses (including income taxes) -	\$41,922.78
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Professional Fees-	\$19,560.00
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Total:	\$136,989.33
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Bank Book Balance	Total:	\$4,629.13
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Receipts and Disbursements Echevarria Guardianship 10/31/09-11/15/10

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
478	11/04/09	Angel Echevarria					\$300.00	\$150.00	
479		VOID							
480	11/10/09	VOID							
481	11/10/09	Bermuda Landscape		\$125.00					
482	11/10/09	City of Henderson Utility Sys			\$158.81				
483	11/01/09	TSI - Alarm		\$90.00					
484	11/10/09	Allstate Car Insurance				\$334.70			
485	11/10/09	Cox			\$13.38				
486	11/10/09	Orkin		\$47.06					
487	11/10/09	Sprint			\$248.75				
488		Sands of Kahana						\$668.00	
489	11/12/09	NV Energy			\$219.30				
490	11/12/09	Dr. John Hastings - Dentist					\$540.00		
491	11/16/09	BAC Mortgage		\$3,743.34					
		Dover Mgmt	\$16,162.45						
492	11/16/09	Pool Pros		\$220.00					
493	11/18/09	Storage One						\$80.00	
494	11/30/10	Allstate Car Insurance				\$334.70			
495	12/03/09	Cox			\$162.31				
496	12/03/09	Orkin		\$47.06					
497	12/03/09	Sprint			\$240.89				
498	12/03/09	Angel Echevarria					\$300.00	\$260.00	
499		VOID							
500	12/07/09	Anthem Village Dental					\$1,000.00		
501		VOID							
	12/08/09	Dover Mgmt	\$11,468.00						
502	12/08/09	Bermuda Landscape		\$125.00					



Receipts and Disbursements

Echevarria Guardianship 10/31/09-11/15/10

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
503		VOID							
504	12/11/09	IRS Quarterly 2009/2010						\$5,000.00	
505	12/16/09	Storage One						\$80.00	
506	12/16/09	NV Energy			\$258.78				
507	12/16/09	PEA- Miscellaneous Expenses						\$202.64	
508	12/16/09	Garnett & King CPA							\$740.00
509	12/23/09	Angel Echevarria Reim Plumbing		\$165.00					
510	12/23/09	City of Henderson Utility Svcs			\$98.68				
511	12/23/09	Arrowhead			\$53.25				
512	12/23/09	SW Gas			\$29.75				
513	12/23/09	Cox			\$135.55				
514	12/23/09	Village Anthem Dental					\$320.00		
515	12/28/09	Anthem CC Community Assoc.		\$499.50					
516		Allstate Insurance				\$255.58			
517		Angel Echevarria Meds & Misc					\$300.00	\$260.00	
518	01/05/10	City of Henderson Utility Svcs			\$164.84				
519	01/05/10	Arrowhead			\$98.37				
520	01/05/10	BAC Home Servicing		\$3,743.34					
521	01/07/10	IRS 2009 1040						\$5,000.00	
	01/07/10	Dover Mgmt	\$11,468.00						
522	01/08/10	Bermuda Landscape		\$125.00					
523	01/05/10	Southwest Gas			\$203.93				
524	01/15/10	Orkin		\$47.06					
525	01/15/10	Sprint			\$240.89				
526	01/15/10	Review Journal						\$64.35	
527	01/15/10	Anthem Village Dental					\$87.20		
528	01/20/10	Pool Pros		\$509.00					
529	01/20/10	Storage One						\$80.00	



Receipts and Disbursements

Echevarria Guardianship 10/31/09-11/15/10

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
530	01/22/10	NV Energy			\$524.92				
531	01/28/10	BAC Loans Servicing		\$3,743.34					
532	02/01/10	IRS Tax Deposit						\$5,000.00	
533	02/04/10	Humana					\$34.00		
534	02/04/10	Sprint			\$252.04				
535	02/04/10	VOID							
536	02/04/10	Cox			\$164.90				
537	02/04/10	Allstate				\$285.99			
	02/04/10	Dover Mgmt	\$11,468.00						
538	02/08/10	Angel Echevarria Meds & Misc					\$300.00	\$150.00	
539	02/15/10	NV Energy			\$275.88				
540	03/01/10	Humana 6 mos.					\$204.00		
541	03/03/10	SVW Gas			\$159.82				
542	03/03/10	Sprint			\$229.45				
543	03/03/10	Allstate				\$282.49			
544	03/03/10	City of Henderson Utility Svcs			\$10.55				
545	03/03/10	Catskill Auto				\$185.76			
546	03/03/10	Cox			\$163.42				
547	03/03/10	Orkin		\$47.06					
	03/03/10	Dover Mgmt	\$11,468.00						
548	03/03/10	BAC Home Servicing		\$3,743.34					
549	03/03/10	Storage One						\$80.00	
550	03/03/10	Bermuda Landscape		\$125.00					
551	03/08/10	VOID							
552	03/10/10	Angel Echevarria					\$300.00	\$150.00	
553	03/10/10	US Treasury - Taxes						\$10,000.00	
554	03/15/10	Anthem CC Community Assoc.		\$499.50					
555	03/17/10	Bermuda Landscape		\$125.00					
556	03/17/10	Storage One						\$80.00	



Receipts and Disbursements

Echevarria Guardianship 10/31/09-11/15/10

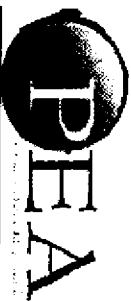
CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
557	03/17/10	NV Energy			\$239.68				
558	03/18/10	BAC Home Servicing		\$3,743.34					
559	03/24/10	Pool Pros		\$359.00					
560	04/01/10	SW Gas			\$125.63				
561	04/01/10	Allstate				\$268.93			
562	04/01/10	Costco			\$50.00				
563	04/01/10	Cox			\$186.51				
564	04/01/10	Orkin		\$94.12					
565	04/01/10	Sprint			\$260.59				
	04/05/10	Dover Mgmt	\$11,468.00						
566	04/01/10	Angel Echevarria					\$300.00	\$150.00	
567	04/05/10	Trent Tyrell & Phillips							\$5,000.00
568	04/05/10	PEA Fees							\$5,000.00
569	04/08/10	Franchise Tax Board CA						\$2,500.00	
570	04/16/10	Bermuda Landscape		\$125.00					
571	04/19/10	Storage One						\$80.00	
572	04/30/10	SW Gas			\$94.59				
573	04/30/10	City of Henderson Utility Svcs			\$78.43				
574	04/30/10	Orkin		\$94.12					
575	04/30/10	VOID							
576	04/30/10	Allstate				\$268.95			
577	04/30/10	Cox			\$196.05				
578	04/30/10	Sprint			\$275.58				
579	05/07/10	BAC Home Servicing		\$3,743.34					
	05/07/10	Dover Mgmt	\$11,468.00						
580	05/07/10	Angel Echevarria					\$300.00	\$150.00	
581	05/14/10	NV Energy			\$238.18				
582	05/20/10	Storage One						\$80.00	
583	05/20/10	Bermuda Landscape		\$125.00					
584	05/24/10	Lionel Sawyer Collins							\$5,000.00



Receipts and Disbursements

Echevarria Guardianship 10/31/09-11/15/10

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
585	05/24/10	IRS Tax Payment						\$5,000.00	
586	05/29/10	PEA Apr & May							\$800.00
587	05/25/10	Pool Pros		\$319.00					
588	05/25/10	Linda Vaden - Home Repairs		\$1,191.44					
589	06/02/10	Sprint			\$196.46				
590	06/02/10	LV Review Journal						\$64.35	
591	06/02/10	Arrowhead			\$28.32				
592	06/02/10	Cox			\$196.05				
593	06/02/10	Allstate				\$268.95			
594	06/02/10	Catskill Auto				\$35.76			
595	06/02/10	Orkin		\$47.06					
596	06/02/10	SV Gas			\$44.34				
597	06/02/10	Republic Services			\$37.30				
598	06/02/10	City of Henderson Utility Svcs			\$184.64				
599	06/02/10	Angel Echevarria					\$300.00	\$150.00	
600	06/02/10	BAC Home Servicing		\$3,743.34					
601	06/04/10	Anthem CC Community Assoc.		\$499.50					
	06/04/10	Dover Mgmt	\$11,468.00						
602	06/15/10	Storage One						\$80.00	
603	06/22/10	Bermuda Landscape		\$125.00					
604	06/23/10	SV Gas			\$24.63				
605	06/23/10	NV Energy			\$365.20				
606	06/23/10	Sant's Club			\$40.00				
607	06/23/10	Republic Services			\$40.30				
608	06/23/10	Allstate				\$268.95			
609	06/23/10	Arrowhead			\$30.28				
610	06/23/10	Cox			\$196.06				
611	06/23/10	City of Henderson Utility Svcs			\$244.99				
	06/25/10	Humana Refund	\$170.00						



Receipts and Disbursements

Echevarria Guardianship 10/31/09-11/15/10

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
612	06/25/10	Mike's Com Kitchen A/C Repair		\$232.50					
	07/05/10	Dover Mgmt	\$8,535.00						
613	07/05/10	BAC Home Servicing		\$3,743.34					
614	07/07/10	Angel Echevarria Meds & Misc					\$300.00	\$150.00	
	07/07/10	Pillowtex Settlement	\$6,201.37						
615	07/07/10	Sands of Kahana						\$278.08	
616	07/19/10	Storage One						\$80.00	
617	07/23/10	BAC Home Servicing		\$3,743.34					
618		VOID							
619	07/23/10	Review Journal							
620	07/23/10	City of Henderson Utility Svcs			\$35.78			\$64.35	
621	07/23/10	SW Gas			\$44.54				
622	07/23/10	Orkin		\$5.64					
623	07/23/10	Allstate				\$275.15			
624	07/23/10	Bermuda Landscape		\$125.00					
625	07/23/10	Cox			\$196.06				
626	07/23/10	Arrowhead			\$30.28				
627	07/23/10	Angel Echevarria					\$300.00	\$150.00	
628	08/05/10	Sprint			\$339.77				
629	08/05/10	Republic Services			\$3.14				
630	08/05/10	Orkin		\$55.52					
631	08/05/10	City of Henderson Utility Svcs			\$241.89				
	08/06/10	Dover Mgmt	\$8,535.00						
632	08/10/10	BAC Home Servicing		\$3,743.34					
633	08/19/10	Storage One						\$80.00	
634	08/19/10	Bermuda Landscape		\$125.00					
635	09/03/10	Angel Echevarria - Reim Vet						\$167.00	
636	09/03/10	Angel Echevarria Meds & Misc					\$300.00	\$150.00	
637	09/07/10	PEA Fees June-September							\$1,600.00



Receipts and Disbursements

Echevarria Guardianship 10/31/09-11/15/10

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
638	09/07/10	Sprint			\$165.76				
639	09/07/10	City of Hederson			\$207.77				
640	09/07/10	Cox			\$196.06				
641	09/07/10	Arrowhead			\$30.24				
	09/07/10	Dover Mgmt	\$8,535.00						
642	09/07/10	Allstate				\$275.17			
643	09/07/10	SW Gas			\$45.57				
644	09/07/10	NV Energy			\$1,250.27				
645	09/16/10	Antiem CC Community Assoc.		\$499.50					
646	09/22/10	Bermuda Landscape		\$125.00					
647	09/22/10	Storage One						\$80.00	
648		VOID							
649	09/24/10	BAC Home Servicing		\$3,743.34					
650	09/24/10	Arrowhead			\$30.24				
651	09/24/10	Orkin		\$56.48					
652	09/24/10	Allstate				\$275.17			
653	09/24/10	NV Energy			\$576.53				
654	09/24/10	Cox			\$196.06				
655	09/24/10	Catskill Auto				\$160.90			
	10/06/10	Dover Mgmt	\$8,535.00						
656	10/06/10	Angel Ech meds +misc+car				\$65.00	\$300.00	\$150.00	
657	10/07/10	Pool Pros June-Aug + Repairs		\$890.00					
658	10/10/10	Franchise Tax Board CA						\$3,646.00	
659	10/10/10	Garnett & King CPA							\$1,020.00
660	10/11/10	IRS 2009 1040						\$1,000.00	
661	10/19/10	Storage One						\$80.00	
662	10/20/10	Bermuda Landscape		\$125.00					
663	10/29/10	PEA - Oct Fees							\$400.00
664	10/29/10	VOID							



Receipts and Disbursements

Echevarria Guardianship 10/31/09-11/15/10

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
665	10/29/10	Anthem Village Dental					\$173.60		
666	10/29/10	Cox			\$173.73				
667	10/29/10	NV Energy			\$189.73				
668	10/29/10	Allstate				\$275.17			
669	10/29/10	Sprint			\$168.81				
670	10/29/10	VOID							
671	10/29/10	SW Gas			\$21.67				
672	10/29/10	VOID							
673	10/29/10	City of Henderson Utility Svcs			\$211.67				
674	10/29/10	Catskill Auto				\$186.42			
	10/29/10	Dover Mgmt	\$8,535.00						
	10/29/10	Bank Service Fee							
675	11/03/10	BAC Home Servicing		\$3,689.31				\$79.00	
676	11/04/10	Angel Echevarria Meds & Misc					\$300.00	\$150.00	
677	11/09/10	Bermuda Landscape		\$125.00					
678	11/16/10	Storage One						\$80.00	
	11/09/10	Deluxe Check						\$28.00	
	11/15/10	Bank book adjustment						\$1.01	
			\$145,484.82	\$53,006.17	\$11,837.84	\$4,303.74	\$6,258.80	\$41,922.78	\$19,560.00

EXHIBIT "2"



P.O. Box 30785
Las Vegas, NV 89173-0785
(702) 491-2900 Fax (702) 876-3781
rlansara@aol.com

December 2, 2010

Status Report as of December 1, 2010 of
Guardianship of the Estate of Jean R. Echevarria

The Guardianship of the Estate has remained essentially unchanged during this year with regard to the people, assets, liabilities, the primary home, and income property in California.

Within this annual report the Guardianship will be proposing that the home be abandoned and turned back to Bank of America. The value has dropped to the point where no equity exists.

The building in Foster City, California is still 100% leased. One of the tenants renegotiated the lease with the property manager signing on for an additional three years but at a reduced rent. The other space's lease will come due in 2012. The hope is that a successful negotiation will result in continued occupancy but the partnership fears a further reduction in rental rate will also be one of the consequences. The mortgage on the building is current and the bank mandated surplus fund is fully funded and in place for emergencies. The monthly distributions have been reduced to accommodate the reduction in rental income.

The guardianship now will have an ongoing tax liability greater than it's experienced in past years. This is a result of diminishing deductions. Strict monthly budgeting and quarterly payments are necessary to stay current. This liability, coupled with the reduction in rental income led the guardian to plan abandon the efforts to sell the home in Anthem.

Very little progress has been made in reducing any debts. Most of the income has been used for day-to-day expenses. The anticipated increase in monthly cash surplus resulting from not paying the mortgage will go to paying income taxes and preparing for an eventual move.

My understanding from Ms. Echevarria's guardian, Angel, is that her health is stable. She is experiencing some dental problems.



Robert L. Ansara

EXHIBIT "3"



**P.O. Box 30785
Las Vegas, NV 89173**

Time Sheet for Echevarria Guardianship
From November 1, 2009 thru October 31, 2010

Date	Description	Hours
11/04/09	Bill pay (1)	.2
11/10/09	Bill pay (9) + banking + phone call with time share regarding marketing unit.	1.2
11/12/09	Bill pay (2)	.2
11/16/09	Bill pay (2)	.2
11/18/09	Bill pay (1)	.2
11/30/09	Bill pay (1)	.2
12/03/09	Bill pay (4)	.3
12/07/09	Bill pay (1)	.2
12/08/09	Banking + reconciliation.	.4
12/11/09	Bill pay (1)	.2
12/16/09	Bill pay (4)	.3
12/23/09	Bill pay (6)	.5
12/28/09	Bill pay (3)	.3
1/05/10	Bill pay (1)	.2
1/07/10	Bill pay (4) + IRS tax review, call with CPA, and banking	.8
1/08/10	Bill pay (3)	.3
1/15/10	Bill pay (5)	.4
1/20/10	Bill pay (2)	.2
1/28/10	Bill pay (1)	.2
2/01/10	Bill pay (1)	.2
2/6/10	Review lease proposal for Foster City Building, call with Doug and Grace Echevarria.	1.2
2/04/10	Bill pay (5) + banking	.7
2/08/10	Bill pay (1) + phone call with Doug regarding Foster City building.	.4
2/15/10	Bill pay (1)	.2
2/16/10	Received and reviewed lease assignment.	.8
3/01/10	Bill pay (1)	.2
3/03/10	Bill pay (11) + banking	1.2
3/10/10	Bill pay (2)	.2
3/15/10	Bill pay (1)	.2
3/17/10	Bill pay (3)	.3
3/18/10	Bill pay (1)	.2
3/24/10	Bill pay (1)	.2
4/01/10	Bill pay (7) – phone call with Doug Steinreide regarding Foster City	.6

	Building.	
4/05/10	Bill pay (3), review IRS taxes owed and make payment + banking.	1.0
4/08/10	Bill pay (1) + reviewed estimate and paid CA tax payment.	.4
4/16/10	Bill pay (1)	.2
4/19/10	Bill pay (1)	.2
4/30/10	Bill pay (7)	.5
5/07/10	Bill pay (2) + banking	.4
5/14/10	Bill pay (1)	.2
5/20/10	Bill pay (2)	.2
5/24/10	Bill pay (2) + IRS tax reconcile and phone conversation with Amy Gallup. Reviewed court doc and sent payment to attorney.	.7
5/25/10	Bill pay (2) + conversation with Linda the Realtor about the home sale process, staging costs, and	.5
5/29/10	Bill pay (1)	.2
6/02/20	Bill pay (12)	.8
6/04/10	Bill pay (2) + banking	.4
6/15/10	Bill pay (2)	.2
6/17/10	Call with Realtor regarding home showings, sale prospects, price reduction, short sale potential, and next steps.	.7
6/22/10	Bill pay (1)	.2
6/23/10	Bill pay (8)	.5
6/25/10	Bill pay (2)	.2
7/01/10	Phone conversation with Darius about Pillowtek, phone call with credit card companies, phone call with two note holders.	1.4
7/05/10	Bill pay (2) + banking	.5
7/07/10	Bill pay (3) + banking	.5
7/19/10	Bill pay (1)	.2
7/23/10	Bill pay (10)	.6
8/04/10	Bill pay (1) + reconciliation	.3
8/05/10	Bill pay (4)	.4
8/06/10	Banking	.4
8/10/10	Bill pay (1)	.2
8/19/10	Bill pay (2)	.2
9/03/10	Bill pay (2)	.2
9/07/10	Bill pay (9) + banking	.9
9/16/10	Bill pay (1)	.2
9/22/10	Bill pay (2)	.2
9/24/10	Bill pay (3)	.3
10/05/10	Bill pay (1) + reconciliation.	.4
10/06/10	Bill pay (1)	.2
10/07/10	Bill pay (1)	.2
10/10/10	Bill pay (2) – reviewed, signed, and sent CA tax return with payment.	.9
10/11/10	Bill pay (1) + e-mail with attorney regarding home. Phone call with Realtor regarding home showings. Phone call to BofA.	1.2

10/19/10	Bill pay (I)	.1
10/20/10	Bill pay (I)	.1
10/29/10	Bill pay (II) + banking, conference call with Grace and Doug regarding the building roof, cash flow, taxes, surplus fund, and lease renewals.	1.9
10/30/10	Prepare bookkeeping for court filing.	1.2
	Total hours 34.3 @ \$195 = \$ 6,688.50	



P.O. Box 30785
Las Vegas, NV 89173-0785
(702) 491-2900 Fax (702) 876-3781
rlansara@aol.com

Account Statement from September 2007 thru October 2010

September 07 to December 07	\$ 5,874.75
January 08 to October 08	4,680.00
November 08 to October 08	<u>3,861.00</u>
Total	14,415.75
Paid thru 02/09	<u>(5,000.00)</u>
Due thru 10/31/09	9,415.75
Paid 4/5/10	(5,000.00)
Paid 5/29/10	(800.00)
Paid 9/7/10	<u>(1,600.00)</u>
Balance	2,015.75
November 09 to October 10	<u>6,688.50</u>
Total due as of October 31, 2010	<u>\$ 8,704.25</u>

EXHIBIT "4"

Trent, Tyrell & Associates
Attorneys at Law
11920 Southern Highlands Parkway, Suite 200
Las Vegas, NV 89141

(702) 382-2210

(702) 382-9242 (fax)

Jean Echevarria
c/o Professional Estate Administrators
Robert L. Ansara
P.O. Box 30785
Las Vegas, NV 89173-0785

Matter: Jean Echevarria
Statement Date: 12/13/2010
Amount Due: \$10,900.70

Fees					
Date	Billor	Description	Code	Hours	Amount
12/8/2004	EMT	Court appearance; discuss file w/counsel and family		1.00	\$350.00
12/11/2004	EMT	Review information and documentation		2.00	\$700.00
12/12/2004	EMT	Review information and documentation		2.00	\$700.00
12/13/2004	EMT	p/c w/Elizabeth Brickfield, Esq.		0.10	\$35.00
12/14/2004	EMT	p/c w/David Houston, Esq. (2); fax to Kim Boyer, Esq.;		1.10	\$385.00
		fax to Elizabeth Brickfield, Esq.; p/c w/Kim Boyer, Esq.			
12/15/2004	EMT	p/c w/Elizabeth Brickfield, Esq.; review fax from		0.25	\$87.50
		Elizabeth Brickfield, Esq.; fax to Elizabeth Brickfield,			
		Esq.			
12/18/2004	EMT	Review information and documentation		0.45	\$157.50
12/20/2004	EMT	Review fax from Michael Echevarria		0.10	\$35.00
12/21/2004	EMT	p/c w/Michael Echevarria; p/c w/Elizabeth Brickfield,		0.40	\$140.00
		Esq.; left message for Darius Baghai, Esq. (no charge)			
12/22/2004	EMT	Review fax from Michael Echevarria; fax to Elizabeth		0.45	\$157.50
		Brickfield, Esq.; p/c w/Darius Baghai, Esq.			
12/23/2004	EMT	Letter to counsel		0.70	\$245.00
12/27/2004	EMT	Review Supplement to Opposition filed by Elizabeth		0.10	\$35.00
		Brickfield			
1/3/2005	EMT	p/c w/Michael; p/c w/Elizabeth Brickfield		0.40	\$140.00
1/4/2005	CJ	p/c w/Michael; fax to Michael		0.60	\$84.00
1/4/2005	EMT	p/c w/Kim Boyer; p/c w/Elizabeth Brickfield		0.25	\$87.50
1/5/2005	EMT	Court appearance		2.00	\$700.00
1/5/2005	LLR	Faxes to Elizabeth Brickfield and Kim Boyer		0.50	\$87.50
1/6/2005	EMT	Faxes to Kim Boyer and Elizabeth Brickfield		0.50	\$175.00
1/7/2005	EMT	p/c w/ Kim Boyer; p/c w/Elizabeth Brickfield		0.40	\$140.00
1/10/2005	EMT	Review fax from Elizabeth Brickfield to the		0.20	\$70.00
		Guardianship Commissioner			
1/19/2005	EMT	Review letter		0.10	\$35.00
1/31/2005	EMT	Fax to Elizabeth Brickfield and Kim Boyer		0.50	\$175.00
2/1/2005	CJ	p/c w/Michael Echevarria		0.25	\$35.00
2/7/2005	CJ	Fax to Elizabeth Brickfield and Kim Boyer		0.50	\$70.00
2/10/2005	EMT	Review Notice of Withdrawal filed by Kim Boyer		0.20	\$70.00
2/11/2005	CJ	Fax to Elizabeth Brickfield and Kim Boyer; draft		0.60	\$84.00
		additional faxes to Ms. Brickfield and Ms. Boyer; fax to			
		Michael Echevarria			

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
2/15/2005	CJ	Letter to Michael Echevarria		0.40	\$56.00
2/15/2005	EMT	Review and approve letter		0.20	\$70.00
3/18/2005	LLR	Review file; research; discussion w/Elyse Tyrell (no charge for Ms. Tyrell's time); draft Petition for Payment of Fees; draft setting pleadings		2.50	\$437.50
3/18/2005	EMT	Review and approve draft of petition; approve setting pleadings		0.50	\$175.00
3/30/2005	EMT	Review petition to borrow funds		0.10	\$35.00
4/7/2005	LLR	Fax to Elizabeth Brickfield		0.25	\$43.75
4/7/2005	EMT	Review and sign fax		0.10	\$35.00
4/15/2005	EMT	Review fax from Cary Payne		0.10	\$35.00
4/20/2005	EMT	Left message for Elizabeth Brickfield (no charge)			\$0.00
4/21/2005	LLR	Fax to Elizabeth Brickfield		0.25	\$43.75
4/21/2005	EMT	Discuss file w/Elizabeth Brickfield; review and sign fax		0.20	\$70.00
4/24/2005	EMT	Review fax from Cary; fax to client; left message for Sharon Jaster (no charge)		0.40	\$140.00
4/26/2005	EMT	p/c w/Cary Payne		0.10	\$35.00
4/26/2005	EMT	p/c w/Cary Payne; review file		0.20	\$70.00
4/27/2005	CJ	Discuss file w/EMT; revised fax to Cary Payne		0.45	\$63.00
5/3/2005	EMT	p/c w/Meridith; p/c w/Cary Payne		0.20	\$70.00
5/3/2005	EMT	Review fax from Cary Payne		0.10	\$35.00
5/4/2005	EMT	Court appearance		0.50	\$175.00
5/5/2005	EMT	Review package from Elizabeth Brickfield; p/c w/Sharon Jaster; left message for Sharon (no charge)		0.50	\$175.00
5/9/2005	EMT	p/c w/Michael; review email from Michael		0.45	\$157.50
5/9/2005	EMT	p/c w/Sharon; review bank statement; p/c w/Elizabeth		0.75	\$262.50
5/11/2005	EMT	Review fax from Elizabeth; meeting w/Commissioner		1.50	\$525.00
5/12/2005	EMT	Review new statements		0.50	\$175.00
5/16/2005	EMT	p/c w/Sharon Jaster		0.10	\$35.00
5/17/2005	EMT	Left message for Elizabeth (no charge); read and respond to email from Michael		0.10	\$35.00
5/18/2005	EMT	Read and respond to email from Elizabeth		0.10	\$35.00
5/20/2005	CJ	p/c w/Angel		0.10	\$14.00
5/23/2005	EMT	Read and respond to email from Michael		0.10	\$35.00
5/31/2005	EMT	Review letter from Elizabeth; p/c w/Angel		0.25	\$87.50
6/1/2005	EMT	Review fax from Cary; left message from Cary (no charge); p/c w/Cary		0.40	\$140.00
6/3/2005	EMT	Left message from Sharon (no charge)			\$0.00
6/6/2005	EMT	p/c w/Sharon		0.10	\$35.00
6/8/2005	EMT	Discussed file w/Elizabeth		0.10	\$35.00
6/9/2005	EMT	Left message for Sharon (no charge)			\$0.00
6/16/2005	EMT	Left message for Cary (no charge)			\$0.00
6/17/2005	EMT	p/c w/Cary		0.10	\$35.00
6/21/2005	EMT	p/c w/Richardo		0.10	\$35.00
6/22/2005	EMT	Court appearance		1.00	\$350.00
6/23/2005	EMT	Review fax from Elizabeth; p/c w/Marc		0.20	\$70.00
7/12/2005	EMT	Review Tennessee attorney's correspondence		0.10	\$35.00
7/13/2005	EMT	p/c w/Mark's office		0.10	\$35.00
7/27/2005	EMT	p/c w/Cary		0.10	\$35.00
8/1/2005	EMT	p/c w/Commissioner's office		0.10	\$35.00
8/5/2005	CJ	p/c w/Commissioner's office		0.20	\$28.00
8/9/2005	CJ	p/c w/Michael		0.20	\$28.00
8/11/2005	EMT	p/c w/Michael; p/c w/Commissioner's office		0.45	\$157.50

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
8/15/2005	EMT	Review neo; review letter from Elizabeth to Cary		0.10	\$35.00
8/17/2005	EMT	Review email letter and California complaint		0.40	\$140.00
8/23/2005	EMT	p/c w/Sharon Jaster		0.20	\$70.00
8/25/2005	EMT	Meeting w/Commissioner Norheim		1.00	\$350.00
8/28/2005	EMT	Review e-mail from Michael		0.10	\$35.00
9/2/2005	EMT	Review e-mail from Michael; respond		0.20	\$70.00
9/12/2005	EMT	Review Notice of Taking Deposition		0.10	\$35.00
9/22/2005	EMT	Review Amended Notice of Taking Deposition		0.10	\$35.00
9/23/2005	LLR	Discussion w/Elyse Tyrell (no charge for Ms. Tyrell's time); organize file into euro file; fax to Elizabeth Brickfield		1.00	\$175.00
9/23/2005	EMT	Review fax		0.10	\$35.00
9/26/2005	EMT	Read and respond to email from Michael		0.10	\$35.00
9/29/2005	EMT	Review court minutes; fax to Cary; fax to Elizabeth		0.20	\$70.00
10/6/2005	CJ	Fax to Elizabeth		0.25	\$35.00
10/7/2005	EMT	Review and sign fax		0.10	\$35.00
10/18/2005	CJ	Fax to Elizabeth		0.25	\$35.00
10/19/2005	EMT	Message from Elizabeth (no charge)			\$0.00
10/20/2005	LLR	p/c w/Elizabeth's office; p/c w/Elizabeth		0.45	\$78.75
10/25/2005	EMT	p/c w/Cary; review objection; review second amended notice		0.20	\$70.00
11/4/2005	CJ	Discuss file w/Elyse M. Tyrell, Esq.; fax to accountant		0.40	\$56.00
11/4/2005	EMT	Court appearance; p/c w/Mark; review fax to Mark		0.25	\$87.50
11/5/2005	CJ	p/c w/Elizabeth Brickfield; p/c w/Guardianship Office; fax to Guardianship Office		0.45	\$63.00
11/9/2005	EMT	p/c w/Mark's office		0.10	\$35.00
11/16/2005	CJ	Fax to Mark Asheghian		0.25	\$35.00
11/16/2005	EMT	Review fax to Mark		0.10	\$35.00
1/5/2006	LLR	p/c w/Nicole		0.20	\$35.00
6/14/2007	EMT	p/c w/Cary Payne		0.10	\$35.00
6/27/2007	EMT	Review pleadings; court appearance; p/c w/Angel; p/c w/Michael		1.40	\$490.00
6/29/2007	EMT	Meeting w/Michael; review fax from Elizabeth		1.10	\$385.00
7/3/2007	DVW	Review notice of hearing		0.10	\$14.00
7/5/2007	EMT	p/c w/ Michael; meeting w/Jean; review two e-mails; respond		0.75	\$262.50
7/17/2007	EMT	p/c w/Angel; meeting w/Angel and Elizabeth		1.45	\$507.50
7/18/2007	EMT	p/c w/Michael and Caroline		0.20	\$70.00
7/18/2007	EMT	p/c w/Michael & Caroline		0.20	\$70.00
7/24/2007	EMT	p/c w/Cary Payne; p/c w/Angel's step-mother; prepare for court		1.75	\$612.50
7/25/2007	EMT	Court appearance		1.00	\$350.00
8/21/2007	EMT	p/c w/Elizabeth's office		0.20	\$70.00
8/22/2007	EMT	Review NEO		0.10	\$35.00
8/23/2007	EMT	Review documents provided by both parties; p/c w/Elizabeth; p/c w/Bob Ansara; p/c w/Cary Payne; p/c w/Margaret Spease; p/cw/Jimmy Perez.; p/c w/Maria Cabarillo; p/c w/Rick Orellano		6.50	\$2,275.00
8/28/2007	EMT	Review e-mail; res pond; review Reply		0.25	\$87.50
9/4/2007	EMT	p/c w/Cary		0.10	\$35.00
9/5/2007	DVW	Discuss file w/counsel; draft petition		1.50	\$210.00
9/5/2007	EMT	Court appearance		1.00	\$350.00
9/6/2007	EMT	Review and revise petition		1.00	\$350.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
9/10/2007	DVW	Draft order		1.00	\$140.00
9/10/2007	EMT	Revise and sign order; p/c w/Elizabeth Brickfield; p/c w/Gary Vandever		1.20	\$420.00
9/11/2007	EMT	Review returned, signed petition		0.10	\$35.00
9/12/2007	EMT	Review fax; review e-mail; respond; revise order		0.50	\$175.00
9/20/2007	EMT	p/c w/Angel		0.25	\$87.50
9/21/2007	DVW	Draft all setting pleadings for temporary guardianship		1.50	\$210.00
9/21/2007	EMT	Review fax		0.20	\$70.00
9/24/2007	EMT	Review e-mail; respond		0.10	\$35.00
9/25/2007	EMT	p/c w/Charles katz		0.10	\$35.00
9/28/2007	EMT	Review fax from Carey Payne		0.10	\$35.00
10/1/2007	EMT	Review e-mail; respond		0.10	\$35.00
10/3/2007	DVW	Letter to Gary Vandever and Charles Katz		0.50	\$70.00
10/4/2007	EMT	E-mail letter to Vandever and Katz; review and sign letter; review and sign NEO		0.25	\$87.50
10/9/2007	DVW	p/c w/client		0.10	\$14.00
10/9/2007	EMT	p/c w/Angel		0.20	\$70.00
10/10/2007	EMT	Meeting w/Mr. Ansara		0.75	\$262.50
10/17/2007	EMT	File order; review e-mail		0.25	\$87.50
10/18/2007	EMT	Review e-mail; respond		0.25	\$87.50
10/22/2007	EMT	p/c w/Robert Ansara		0.50	\$175.00
10/23/2007	DVW	Review e-mail; review file; scan and e-mail documents to client; review e-mail from client's office; respond		0.50	\$70.00
10/23/2007	EMT	Review e-mails; respond		0.20	\$70.00
10/29/2007	EMT	p/c w/Robert Ansara		0.20	\$70.00
10/31/2007	EMT	Review e-mail; respond		0.10	\$35.00
11/5/2007	EMT	Review correspondence from California attorney; scan and e-mail to Mr. Ansara; review e-mail from Mr. Ansara; respond		0.40	\$140.00
11/6/2007	EMT	Read and respond to email from Bob		0.10	\$35.00
11/8/2007	EMT	Review e-mail; respond		0.10	\$35.00
11/9/2007	EMT	p/c w/Bob Ansara		0.40	\$140.00
11/16/2007	EMT	Review e-mail; respond		0.20	\$70.00
12/26/2007	EMT	Review e-mail from Mr. Ansara; review fax		0.20	\$70.00
1/7/2008	EMT	Review e-mail; respond		0.20	\$70.00
1/22/2008	EMT	Read and respond to emails from Vandever		0.10	\$35.00
1/29/2008	EMT	p/c w/Bob Ansara		0.20	\$70.00
2/5/2008	EMT	Review letter from Katz		0.10	\$35.00
2/6/2008	DVW	Draft petition to abandon appeal		1.00	\$140.00
2/8/2008	DVW	Draft all setting pleadings		1.00	\$140.00
2/8/2008	EMT	Review and sign setting pleadings		0.10	\$35.00
2/11/2008	EMT	Review e-mail; respond		0.20	\$70.00
2/12/2008	EMT	Read and respond to email from Bob		0.20	\$70.00
2/25/2008	DVW	Review e-mail; discussion w/Ms. Tyrell; respond		0.20	\$28.00
2/25/2008	EMT	p/c w/Meredith Stowe		0.20	\$70.00
2/27/2008	EMT	Court appearance		1.00	\$350.00
2/28/2008	EMT	Revise order; scan and e-mail		0.40	\$140.00
3/3/2008	EMT	Review e-mail; respond		0.20	\$70.00
3/4/2008	EMT	Read and respond to email from Gary		0.10	\$35.00
3/10/2008	EMT	p/c w/Cary Payne		0.20	\$70.00
3/11/2008	EMT	p/c w/Cary Payne		0.20	\$70.00
3/17/2008	LLR	Review fax from Cary Payne; copy order for submission w/copy of Mr. Payne's letter; instructions to runner		0.25	\$43.75

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
3/24/2008	EMT	p/c w/Norman		0.10	\$35.00
3/26/2008	DVW	Discuss file w/EMT; revise order		0.20	\$28.00
3/26/2008	EMT	Discussions w/Cary Payne; discuss file w/staff; review and revise order; scan and email order		0.25	\$87.50
4/2/2008	EMT	Read and respond to email from Bandever		0.10	\$35.00
4/17/2008	EMT	Review e-mail; respond		0.10	\$35.00
4/28/2008	DVW	Draft petition		1.00	\$140.00
4/28/2008	EMT	Work w/assistant on petition		0.40	\$140.00
4/30/2008	DVW	Draft all setting pleadings		1.00	\$140.00
4/30/2008	EMT	Review and sign pleadings		0.20	\$70.00
5/5/2008	EMT	p/c w/Guardianship Commissioner's office		0.20	\$70.00
5/7/2008	EMT	Review e-mail		0.10	\$35.00
5/8/2008	DVW	E-mail to Guardianship Commissioner's office; fax to Cary Payne		0.40	\$56.00
5/12/2008	DVW	Review e-mails; respond		0.40	\$56.00
5/13/2008	DVW	Review email from Sara; email to Sara		0.20	\$28.00
5/16/2008	EMT	Review objection		0.10	\$35.00
5/20/2008	EMT	Review e-mail; respond		0.20	\$70.00
5/27/2008	EMT	Review e-mails; respond		0.20	\$70.00
6/16/2008	DVW	E-mail to Bob Ansara		0.25	\$35.00
6/16/2008	EMT	Review petition; p/c w/Cary		0.20	\$70.00
6/17/2008	EMT	Review e-mail; respond		0.10	\$35.00
6/18/2008	DVW	Draft objection w/Ms. Tyrell; p/c w/Mr. Ansara		1.20	\$168.00
6/18/2008	EMT	Work on objection w/assistant; p/c w/Mr. Ansara		0.90	\$315.00
6/23/2008	DVW	E-mail to Mr. Ansara; review and print e-mail from Mr. Ansara; review faxes from Cary Payne (2); second e-mail to Mr. Ansara		0.75	\$105.00
6/24/2008	EMT	Review fax		0.25	\$87.50
6/26/2008	EMT	p/c w/Guardianship Commissioner's office; p/c w/Guardianship Commissioner		0.20	\$70.00
6/27/2008	DVW	Draft report and recommendation		1.00	\$140.00
7/1/2008	EMT	Finalize report and recommendation		0.25	\$87.50
7/7/2008	EMT	Review fax from Meredith to Cary		0.10	\$35.00
7/14/2008	EMT	Review faxes		0.10	\$35.00
7/17/2008	EMT	Review e-mails; respond		0.20	\$70.00
8/19/2008	EMT	Review report and recommendation		0.20	\$70.00
8/19/2008	JB	Draft NEO		0.10	\$5.00
8/26/2008	EMT	Read and respond to emails from Bob		0.20	\$70.00
9/3/2008	EMT	Review letter from Gary Vandever; p/c w/Norman; p/c w/Cary; scan and email to Carey		0.25	\$87.50
9/5/2008	EMT	Scan and re-e-mail report and recommendation		0.20	\$70.00
9/12/2008	EMT	p/c w/Bob Ansara		0.20	\$70.00
10/6/2008	EMT	p/c w/client		0.10	\$35.00
12/4/2008	EMT	Review e-mail		0.20	\$70.00
1/30/2009	EMT	p/c w/Bob Ansara		0.25	\$87.50
2/4/2009	EMT	Fees charged for first account and report			\$1,500.00
2/4/2009	EMT	Review, scan and e-mail accounting to client		0.20	\$70.00
2/19/2009	EMT	p/c w/Ms. Brickfield's assistant		0.20	\$70.00
3/11/2009	DVW	Draft revised order		0.25	\$35.00
3/12/2009	DVW	Letter to Bob		0.25	\$35.00
3/18/2009	DVW	Letter to client		0.25	\$35.00
3/18/2009	EMT	Review and sign letter		0.10	\$35.00
3/26/2009	EMT	Review e-mails from client; respond		0.20	\$70.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
3/27/2009	DVW	Discuss file w/Ms. Trent; draft objection; e-file and process		1.00	\$140.00
3/27/2009	EMT	Review objection; revise		0.25	\$87.50
4/1/2009	DVW	Letter to client		0.25	\$35.00
4/2/2009	EMT	p/c w/client; review and sign letter to client; court appearance		1.00	\$350.00
4/6/2009	LLR	p/c w/Bob Ansara; e-mail to Ms. Tyrell		0.20	\$35.00
4/7/2009	LLR	Review e-mail; forward to client		0.25	\$43.75
4/13/2009	DVW	Letter to client		0.25	\$35.00
4/13/2009	EMT	Review and sign letter		0.10	\$35.00
4/16/2009	PAT	p/c w/client		0.20	\$70.00
7/20/2009	EMT	Discussion w/Guardian		0.20	\$70.00
8/11/2009	EMT	Review e-mail; respond		0.10	\$35.00
10/16/2009	EMT	Review e-mail; respond		0.20	\$70.00
2/1/2010	EMT	Review email from Bob Ansara; discuss w/staff		0.50	\$175.00
2/1/2010	EMT	Review e-mail from Bob; forward accounting information to assistant		0.10	\$35.00
2/2/2010	EMT	Discuss file w/staff; review accounting; review, revise and sign second account and report and all setting pleadings		1.00	\$350.00
2/2/2010	DVW	Discuss file w/EMT; draft petition and all setting pleadings		1.50	\$210.00
2/10/2010	DVW	E-mail to Bob Ansara		0.20	\$28.00
2/11/2010	EMT	Review e-mails from Sara and Bob; respond		0.20	\$70.00
2/16/2010	DVW	Review e-mail from Bob; review file; respond to e-mail		0.25	\$35.00
2/16/2010	EMT	Review and sign accounting and setting pleadings		0.20	\$70.00
3/2/2010	DVW	Review court calendar; scan and e-mail to Guardianship Commissioner		0.25	\$35.00
3/3/2010	EMT	p/c w/Meredith		0.20	\$70.00
3/8/2010	EMT	Review and sign amended order		0.20	\$70.00
3/22/2010	DVW	Scan and e-mail to Bob Ansara		0.25	\$35.00
3/22/2010	EMT	Review and sign NEO		0.10	\$35.00
3/31/2010	DVW	Letter to Bob Ansara		0.25	\$35.00
5/21/2010	EMT	p/c w/Bob Ansara		0.20	\$70.00
6/2/2010	EMT	review e-mail from Bob; respond		0.20	\$70.00
6/8/2010	EMT	p/c w/Bob		0.20	\$70.00
10/1/2010	EMT	Review e-mail; respond		0.20	\$70.00
12/1/2010	DVW	Review information and e-mail from Mr. Ansara's assistant; reply		0.40	\$56.00
12/7/2010	DVW	Review emails from Sara; review accounting; draft third account and report; scan and email to Bob and Sara		3.00	\$420.00
12/7/2010	EMT	Review email from DW to Bob		0.20	\$80.00
12/7/2010	DVW	Review e-mails; draft third account and report and petition to abandon real property; e-mail to client		3.00	\$420.00
12/13/2010	DVW	Draft all setting pleadings; discuss file w/EMT		2.00	\$280.00
12/13/2010	EMT	Review, revise and sign all pleadings; discuss file w/DW; anticipated time for court appearance		2.00	\$800.00
SUBTOTAL:				105.80	\$30,855.75

Expenses

Date	Billor	Description	Code	Amount
1/6/2005	LLR	Copying costs to date		\$55.40
3/18/2005	LLR	Copying costs from 1/7/05 to date		\$49.80
3/18/2005	LLR	Postage costs		\$10.80
3/25/2005		Postage		\$2.40
4/8/2005		Postage		\$1.48
5/31/2005	LLR	Bounced check charges		\$25.00
9/23/2005	LLR	Euro file costs		\$18.50
11/1/2005		Postage		\$2.40
11/16/2005		Postage		\$1.48
1/19/2007		Postage		\$0.39
9/14/2007	EMT	Review signed order		\$0.10
9/21/2007	LLR	Runner costs		\$10.00
9/24/2007	DVW	Runner's service		\$10.00
9/24/2007	LLR	Runner costs		\$10.00
9/26/2007	DVW	Postage		\$59.40
9/26/2007	DVW	Runner's service		\$10.00
9/26/2007	LLR	Runner costs		\$10.00
9/26/2007	LLR	Runner costs		\$10.00
9/27/2007	LLR	Clark County Clerk		\$9.00
9/28/2007	DVW	Runner's service		\$10.00
9/28/2007	LLR	Runner costs		\$10.00
10/1/2007	DVW	Postage		\$4.10
10/4/2007	LLR	Runner costs		\$10.00
10/9/2007	DVW	Postage		\$6.38
10/18/2007	LLR	Runner costs		\$10.00
10/19/2007	LLR	Clark County Clerk		\$9.00
10/19/2007	LLR	Runner costs		\$10.00
10/22/2007	LLR	Postage costs		\$3.28
10/24/2007		Postage		\$0.58
2/11/2008	LLR	Runner costs		\$10.00
2/11/2008	LLR	Runner costs		\$10.00
2/13/2008	LLR	Runner costs		\$10.00
2/14/2008	LLR	Runner costs		\$10.00
2/15/2008	LLR	Postage costs		\$4.51
3/6/2008	LLR	Runner costs		\$10.00
3/17/2008	LLR	Runner costs		\$10.00
5/1/2008	LLR	Runner costs		\$10.00
5/2/2008	LLR	Runner costs		\$10.00
5/5/2008	LLR	Postage costs		\$4.10
5/5/2008	LLR	Runner costs		\$10.00
6/19/2008	LLR	Runner costs		\$10.00
6/20/2008	DVW	Postage		\$2.95
8/20/2008	LLR	Runner costs		\$10.00
8/26/2008	DVW	Postage		\$5.90
2/9/2009	LLR	Runner costs		\$10.00
2/9/2009	LLR	Runner costs		\$10.00
2/12/2009	LLR	Postage costs		\$16.80
2/12/2009	LLR	Runner costs		\$10.00
3/12/2009	LLR	Runner costs		\$10.00
3/13/2009	DVW	Postage		\$1.85
3/19/2009	LLR	Postage costs		\$0.42
3/20/2009	LLR	Runner costs		\$10.00
3/23/2009	LLR	Postage costs		\$5.90

Expenses (continued)

Date	Billor	Description	Code	Amount
3/27/2009	LLR	Wiznet filing costs		\$6.00
4/2/2009	LLR	Postage costs		\$2.10
4/6/2009	LLR	Postage costs		\$0.59
4/13/2009	DVW	Postage		\$0.59
2/17/2010	LLR	Runner costs		\$10.00
2/19/2010	DVW	Filing fee		\$12.72
2/23/2010	LLR	Electronic filing costs		\$6.36
2/26/2010	LLR	Postage costs		\$11.90
3/3/2010	LLR	Electronic filing costs		\$6.36
3/4/2010	LLR	Electronic filing costs		\$6.36
3/5/2010	LLR	Electronic filing costs		\$6.36
3/9/2010	LLR	Postage costs		\$4.40
3/10/2010	LLR	Runner costs		\$10.00
3/18/2010	LLR	Electronic filing costs		\$6.36
3/22/2010	LLR	Electronic filing costs		\$6.36
3/23/2010	LLR	Postage costs		\$6.10
4/6/2010	LLR	Postage costs		\$0.61
6/15/2010	LLR	Postage costs		\$0.88
10/4/2010	DVW	Clark County Clerk		\$20.00
10/6/2010	LLR	Runner costs		\$10.00
10/14/2010	LLR	Postage costs		\$0.61
SUBTOTAL:				\$706.58

Payments

Date	Description	Code	Amount
5/24/2005	Payment received		(\$2,000.00)
5/25/2005	Fees paid		(\$750.00)
6/2/2005	Angel Echevarria, re-deposit of bounced check		(\$2,000.00)
11/21/2005	Fees paid		(\$7,744.37)
11/21/2005	Costs paid		(\$167.26)
7/18/2007	Fee payment (Michael/Caroline M. Yokr)		(\$2,000.00)
10/6/2008	Payment received		(\$500.00)
11/21/2008	Fee payment		(\$170.31)
11/21/2008	Cost payment		(\$329.69)
4/9/2010	Fee payment		(\$4,821.86)
4/9/2010	Cost payment		(\$178.14)
SUBTOTAL:			\$20,661.63

Bill Summary

Previous Balance	\$0.00
Current Fees	\$30,855.75
Current Expenses	\$706.58
Current Other:	\$0.00
Current Payments	(\$20,661.63)
Total Amount Due	\$10,900.70

EXHIBIT "5"

Report on home sale and mortgage status of the
Guardianship of Jean Echevarria as of November 29, 2010

I have been the legal guardian of Jean's estate since December of 2007. During that time, the guardianship has attempted to sell her home in the Anthem Country Club area in Henderson, Nevada.

Upon appointment, the home was listed in the \$1,050,000 range. The first CMA's and Realtor's assessment performed showed the value below \$1,000,000 so the first listing agreement was in the \$900,000's. Over the last 3 years, we've systematically reduced the price in effect chasing the market down. The home's current list price is \$679,900.

The Guardianship's hope all along was to sell the home, satisfy the mortgage obligation along with the lien against the home, and move to a lower cost accommodation.

Though the property has been shown many times over the years, no offers have been made since my appointment. Reasons given have been that there are other homes with superior locations and in superior condition to this one within the same development and at more competitive prices.

The current CMA Median sold price per square foot is \$154. Our current per square foot asking price is \$184. If we drop the price to \$160 per square foot, our sale price would be \$589,000 which after sale costs, would put us short of the \$563,000 balance owed on the mortgage by as much as \$50,000. The Guardianship has no access to funding at this time that would allow it to cover that short amount.

The current opinion of our real estate professional, supported by comps and recent activity, is that this category of home will likely not appreciate in the next few years. If the inventory of high end homes is exhausted and demand increases, that pricing picture would change. The attached CMA sheets, which shows homes for sale, homes sold, and homes in escrow, reflect this reality.

Due to these current market realities, the Guardianship proposes to abandon the property and when appropriate, move the ward and her care giver/family into a more modest home on a rental basis if necessary.

Current amount owed on home: \$ 563,919.64 @ 3% with ARM @ 12/11

Current monthly payment is \$3,541.54.

Current mortgage holder is Bank of America, account #083897819

A handwritten signature in black ink, appearing to read "Robert L. Ansara", written over a horizontal line.

Robert L. Ansara

Guardian of the Estate of Jean Echevarria

Professional Estate Administrators

PO Box 30785

Las Vegas, Nevada 89173

Bank of America



Customer Service
PO Box 5170
Sunny Valley, CA 93082-5170

Statement date 11/05/2010

Account Number 083897819

Property address
12 Desert Highlands Drive

0158799 01 AT 0354 **AUTO T8 2 159 69173-0785
MSR CC A3 0000--C-2--M22248 IN 1 P58116

JEAN R ECHEVARRIA
PO Box 30785
Las Vegas NV 89173-0785



FOR CUSTOMER SERVICE: 1.866.653.6183

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2. Access your existing account or set up a new account.
3. Click on the View Option for your mortgage account.
4. Select Pay Now to access **MortgagePay on the Web**.

HOME LOAN SUMMARY	Home loan overview as of 11/05/2010	Amount due on 12/01/2010 as of 11/05/2010
	Principal Balance	\$583,919.64
	Escrow balance	\$4,313.06
	Late Charge if payment received after 12/16/2010	\$137.46
		Home loan payment due 12/01/2010 \$3,541.54 (see next page for account details)
DID YOU KNOW?	In accordance with the terms and conditions of your Adjustable Rate Mortgage, the principal and interest portion of your payment has been adjusted. Your new payment amount is shown in the Home Loan Details section.	Look for your year-end Tax Document in your December Monthly Statement or in a separate mailing in January.

Calls may be monitored or recorded to ensure quality service. We may charge you a fee (of up to \$40.00) for any payment returned or rejected by your financial institution, subject to applicable law.

Account number 083897819 (5)
Jean R Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Payment due **Dec 1, 2010** \$3,541.54
After **Dec 16, 2010** late payment \$3,679.00

Please update e-mail information on the reverse side of this coupon.

SEE OTHER SIDE FOR IMPORTANT INFORMATION

1156

BAC Home Loans Servicing, LP
PO BOX 515503
LOS ANGELES, CA 90051-6803

Additional
Principal

Additional
Escrow

Check total



083897819500000354154000367900

⑆586990058⑆083897819⑆

**HOME LOAN
DETAILS****Monthly payment breakdown as of 11/05/2010**

Principal and/or interest payment	\$2,749.16
Escrow payment amount	792.38
Total monthly home loan payment	\$3,541.54

Loan type and term

Loan type	30 Yr Conv Jumbo ARM
Contractual remaining term	24 Years
Interest rate	3.000%

Upcoming dates

Adjustable Rate Mortgage (ARM) change	12/2011
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Escrow account expenses

We are responsible for the payment of the following escrow items with the exception of the items marked with an asterisk (*).

The payment of the items marked with an asterisk (*) is the responsibility of the homeowner.

Description	Payee	Policy number/Tax ID	Frequency	Next due date	Amount due
County taxes	Clark County Treasurer	190-06-717-005	Annual	02/01/2011	1,687.12
County taxes	Clark County Treasurer	190-06-717-005	Annual	09/01/2011	1,290.46
County taxes	Clark County Treasurer	190-06-717-005	Annual	07/01/2011	1,290.44
Homeowners insurance	Allstate Insurance Co	038711459	Annual	04/06/2011	3,018.00
County taxes	Clark County Treasurer	190-06-717-005	Annual	12/01/2010	1,687.12



When you receive your tax bill, please retain the original bill for your records, as BAC Home Loans Servicing, LP will receive your tax information from another source. Supplemental bills will remain your responsibility and you must pay them directly.

Home loan activity since your last statement

Date	Description	Principal	Interest	Escrow	Total
09/28/2010	County tax pmt			-1,290.46	1,290.46
11/05/2010	November payment	\$1,248.52	1,648.41	792.38	3,689.31
	**Ending balance	\$563,919.54		\$4,313.06	

**NOTE: The ending balance is probably not the same as the amount to payoff your loan. For payoff information, you may use our 24-hour automated information system at 1.800.869.5833.

**TO
CONTACT
US**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

For up-to-the-minute information about the account, use our 24-hour automated information system. To ask us about this statement or account information, call 1.866.853.6183, Mon - Fri, 9am to 9pm Eastern Time. Calls may be monitored and/or recorded for service quality purposes. *Se habla español* 1.800.295.0025. TDD 1.800.303.6407

Please have the account number available when you call.

Or write to us at:

The address for general inquiries and all RESPA Qualified Written Requests is:
BAC Home Loans Servicing, LP, Attn:

Customer Service CAG-918-01-41, PO Box 5170, Simi Valley, CA 93062-5170

CREDIT REPORTING NOTICE

Tax Dept CAG-913-LB-01, PO Box 10211, Van Nuys, CA 91410-0211
Insurance Dept, TX2-977-01-03, PO Box 961206, Fort Worth, TX 76161-0206
Payments, Attn: Remittance Processing PO Box 515503, Los Angeles, CA 90051-6503

*Overnight deliveries LADC Retail Payment Services, CA9-705-09-31, 1000 W Temple Street, Los Angeles, CA 90012-1514

Our website www.bankofamerica.com

Your account information is available in Spanish on the site mentioned above.

*The facility at this address does not accept walk-up payments, it accepts overnight mail only. Payments can be made by Phone, Online, Mail, or at Bank of America Banking Centers.



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Account Number 083897819

E-mail use: Providing your e-mail address(es) below will allow us to send you information on your account

Jean R Echavarria

E-mail address

E-mail address

How we post your payment: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Partial checks will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan. Payments by phone received by 6:00 PM Pacific Time on a business day will be effective the same day. Payments by phone received after 6:00 PM Pacific Time or on a nonbusiness day/holiday will be applied to your account no later than the next business day.

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

01/26/11 01:59:48

Homes Closed

Residential Comparative Market Summary

MLS / Status	#Beds	Baths	LivArea	YrBlt	PROP	Bldg Desc	List Price	Sale Price	DOM	CDOM
1049217 S	5	4	4 / 0 / 1	3592	2002	SFR 1STORY	\$605,000	\$695,000	111	151
25 WADE HAMPTON TR				Repo/REO: N	ShortSale: Y	#Gr/Cpt: 3/0	Pool: Y	Spa: Y	Sold: 11/04/10	
1023614 S	3	2	2 / 0 / 1	3537	2000	SFR 2STORY	\$649,000	\$525,000	40	162
36 DESERT HIGHLANDS DR				Repo/REO:	ShortSale: Y	#Gr/Cpt: 3/0	Pool: Y	Spa: N	Sold: 08/19/10	
934234 S	3	2	2 / 0 / 1	3557	1999	SFR 1STORY	\$645,000	\$645,000	231	278
37 ISLEWORTH DR				Repo/REO:	ShortSale: Y	#Gr/Cpt: 3/1	Pool: Y	Spa: Y	Sold: 02/08/10	
1002964 S	4	2	2 / 1 / 1	3374	2004	SFR 1STORY	\$643,500	\$670,000	14	48
4 KITTANSETT LP				Repo/REO: Y	ShortSale: N	#Gr/Cpt: 3/0	Pool: Y	Spa: Y	Sold: 02/16/10	
1024600 S	4	3	3 / 0 / 1	3601	2002	SFR 1STORY	\$639,000	\$630,000	12	52
40 HOLSTON HILLS RD				Repo/REO: N	ShortSale: N	#Gr/Cpt: 3/0	Pool: Y	Spa: Y	Sold: 03/08/10	
1034616 S	4	3	3 / 0 / 1	3601	2002	SFR 1STORY	\$635,000	\$615,000	135	217
33 GOLF CREST CT				Repo/REO:	ShortSale: Y	#Gr/Cpt: 3/0	Pool: Y	Spa: Y	Sold: 11/24/10	
1014907 S	4	3	3 / 0 / 1	3848	2004	SFR 2STORY	\$564,300	\$564,300	18	39
1 LEVAR HILLS TR				Repo/REO: Y	ShortSale: N	#Gr/Cpt: 3/0	Pool: N	Spa: N	Sold: 03/19/10	
042704 S	4	3	3 / 0 / 1	3848	2004	SFR 2STORY	\$556,000	\$565,000	4	229
22 DOUGLAS GROVE RD				Repo/REO: N	ShortSale: Y	#Gr/Cpt: 3/0	Pool: Y	Spa: Y	Sold: 01/21/10	
1014924 S	4	3	3 / 0 / 1	3374	2003	SFR 1STORY	\$549,000	\$549,000	8	128
9 HOLLY TREE CT				Repo/REO: Y	ShortSale: N	#Gr/Cpt: 3/0	Pool: Y	Spa: N	Sold: 03/23/10	
992146 S	4	3	3 / 0 / 1	3848	2003	SFR 2STORY	\$540,000	\$540,000	54	163
17 STONEMARK DR				Repo/REO: Y	ShortSale: N	#Gr/Cpt: 3/0	Pool: Y	Spa: Y	Sold: 03/23/10	
954045 S	4	3	3 / 0 / 1	2848	2004	SFR 2STORY	\$520,000	\$527,000	7	257
21 MORNINGLOW PS				Repo/REO:	ShortSale: Y	#Gr/Cpt: 3/0	Pool: N	Spa: N	Sold: 03/26/10	
1029622 S	4	3	3 / 0 / 1	3374	2004	SFR 1STORY	\$515,000	\$520,000	57	313
5 SUMMIT WALK TR				Repo/REO:	ShortSale: Y	#Gr/Cpt: 3/0	Pool: N	Spa: Y	Sold: 06/16/10	
1028013 S	4	3	3 / 0 / 1	3374	2003	SFR 1STORY	\$500,000	\$500,000	9	191
41 CANDLEWYCK DR				Repo/REO:	ShortSale: Y	#Gr/Cpt: 3/0	Pool: Y	Spa: Y	Sold: 09/30/10	
995046 S	4	3	3 / 0 / 1	3848	2004	SFR 2STORY	\$485,000	\$550,000	99	179
47 STONEMARK DR				Repo/REO:	ShortSale: Y	#Gr/Cpt: 3/0	Pool: Y	Spa: Y	Sold: 05/28/10	

Total Listings	14	Living Area SF	List Price	Sale Price	DOM	CDOM	\$P/\$SF
Average:		3616	\$580,700	\$578,236	57	168	\$160
Minimum:		3374	\$485,000	\$500,000	4	39	\$136
Maximum:		3848	\$695,000	\$695,000	231	313	\$198
Median:		3597	\$557,150	\$557,150	29	171	\$151

These properties are your competition. A potential purchaser will compare your home to homes similar to these when trying to decide which to buy. Take a look at these homes, if only on paper. Try to be objective and ask yourself, "Which home is the best value?" Is it yours? If not, these other homes may sell before yours. But don't forget that the "List Prices" of these homes represent what the sellers WANT for their home, not necessarily what they are really going to get if they sell their home. So when setting the price of your home, don't simply look at the LIST PRICE of the other comparable homes, look at the SALE PRICE of comparable homes to yours that actually SOLD!

** All Data Accuracy Has Not Been Verified And Is Not Guaranteed **

11/28/10

Homes For Sale

Residential Comparative Market Summary

MLS / Status	#Beds	Baths	LiveArea	YrBlt	PROP	Bldg Desc	List Price	Sale Price	DOM	CDOM
1070812 ER	6	4 / 0 / 1	3684	2001	SFR	2STORY	\$679,900			100
12 DESERT HIGHLANDS DR			Reps/REO: N	ShortSale: N	#Grp/Cpt: 3/0		Pool: Y	Spa: Y	Sold:	
1058650 ER	3	3 / 0 / 1	3421	2004	SFR	1STORY	\$559,500			140
19 CHENAL PS			Reps/REO: N	ShortSale: N	#Grp/Cpt: 3/0		Pool: Y	Spa: Y	Sold:	
867377 ER	4	4 / 0 / 1	3876	2000	SFR	1STORY	\$645,000			794
3 RAVINIA CT			Reps/REO: N	ShortSale: Y	#Grp/Cpt: 3/0		Pool: Y	Spa: Y	Sold:	
1094498 ER	3	2 / 0 / 1	3537	2000	SFR	2STORY	\$630,000			19
26 PLUM HOLLOW DR			Reps/REO: N	ShortSale: N	#Grp/Cpt: 3/0		Pool: N	Spa: N	Sold:	
1033632 ER	3	2 / 0 / 1	3837	2000	SFR	2STORY	\$589,900			225
12 PLUM HOLLOW DR			Reps/REO: N	ShortSale: N	#Grp/Cpt: 3/0		Pool: Y	Spa: Y	Sold:	
999382 ER	4	3 / 0 / 1	3848	2003	SFR	2STORY	\$530,000			380
6 REARFIELD CT			Reps/REO: N	ShortSale: Y	#Grp/Cpt: 3/0		Pool: Y	Spa: Y	Sold:	
1052033 ER	4	3 / 0 / 1	3374	2003	SFR	1STORY	\$625,900			164
28 CONTRA COSTA PL			Reps/REO: N	ShortSale: Y	#Grp/Cpt: 3/0		Pool: Y	Spa: Y	Sold:	
1063891 ER	4	3 / 0 / 1	3449	2002	SFR	2STORY	\$486,900			207
8 PERRY PARK CT			Reps/REO: N	ShortSale: N	#Grp/Cpt: 3/0		Pool: Y	Spa: Y	Sold:	
1091585 ER	4	3 / 0 / 1	3848	2003	SFR	2STORY	\$485,000			305
11 STONEMARK DR			Reps/REO: Y	ShortSale: N	#Grp/Cpt: 3/0		Pool: N	Spa: N	Sold:	
1010899 ER	4	3 / 0 / 1	3848	2003	SFR	2STORY	\$475,000			535
5 STONEMARK DR			Reps/REO: N	ShortSale: Y	#Grp/Cpt: 3/0		Pool: N	Spa: N	Sold:	
1085152 ER	4	3 / 0 / 1	3848	2003	SFR	2STORY	\$474,900			52
55 STONEMARK DR			Reps/REO: Y	ShortSale: N	#Grp/Cpt: 3/0		Pool: N	Spa: N	Sold:	

Total Listings:	11	Living Area SF	List Price	Sale Price	DOM	CDOM	SP/SQFT
Average:		3661	\$553,109	\$0	0	263	\$0
Minimum:		3374	\$474,900	\$0	0	19	\$0
Maximum:		3876	\$679,900	\$0	0	794	\$0
Median:		3684	\$530,000	\$0	0	207	\$0

These properties are your competition. A potential purchaser will compare your home to homes similar to these when trying to decide which to buy. Take a look at these homes, if only on paper. Try to be objective and ask yourself, "Which home is the best value?" Is it yours? If not, these other homes may sell before yours. But don't forget that the "List Prices" of these homes represent what the sellers WANT for their home, not necessarily what they are really going to get if they sell their home. So when setting the price of your home, don't simply look at the LIST PRICE of the other comparable homes, look at the SALE PRICE of comparable homes to yours that actually SOLD!

** All Data Accuracy Has Not Been Verified And Is Not Guaranteed **

11/28/10

Residential Comparative Market Summary

ML# / Status	#Beds	Baths	LivArea	YrBlt	PROP	Bldg Desc	List Price	Sale Price	DOM	CDOM
1076363 C	5	4 / 0 / 1	3592	2002	SFR	1STORY	\$565,000			75
42 CANDLEWYCK DR			Repa/REO:	ShortSale: Y	#Grp/Cpt: 3/0		Pool: N	Spa: N	Sold:	
1065849 C	5	3 / 1 / 0	3489	2003	SFR	2STORY	\$545,000			42
5 BRANDERMILL DR			Repa/REO:	ShortSale: Y	#Grp/Cpt: 3/0		Pool: N	Spa: N	Sold:	
1079280 C	4	3 / 0 / 1	3848	2004	SFR	2STORY	\$539,000			27
31 MORNINGLOW PS			Repa/REO:	ShortSale: Y	#Grp/Cpt: 3/0		Pool: N	Spa: N	Sold:	
1048016 C	4	4 / 0 / 1	3677	2001	SFR	2STORY	\$529,000			47
47 MORAYNE DR			Repa/REO:	ShortSale: Y	#Grp/Cpt: 3/0		Pool: N	Spa: N	Sold:	
1093532 C	4	3 / 0 / 1	3374	2004	SFR	1STORY	\$484,500			19
9 PINE HOLLOW DR			Repa/REO: Y	ShortSale: N	#Grp/Cpt: 3/0		Pool: N	Spa: N	Sold:	
1025228 C	4	3 / 0 / 1	3374	2004	SFR	1STORY	\$430,000			36
21 SUMMIT WALK TR			Repa/REO: N	ShortSale: Y	#Grp/Cpt: 3/0		Pool: Y	Spa: N	Sold:	

Total Listings: 6	Living Area SF	List Price	Sale Price	DOM	CDOM	SP/SqFt
Average:	3554	\$518,917	\$0	0	42	\$0
Minimum:	3374	\$450,000	\$0	0	19	\$0
Maximum:	3848	\$565,000	\$0	0	75	\$0
Median:	3526	\$529,500	\$0	0	42	\$0

These properties are your competition. A potential purchaser will compare your home to homes similar to these when trying to decide which to buy. Take a look at these homes, if only on paper. Try to be objective and ask yourself, "Which home is the best value?" Is it yours? If not, these other homes may sell before yours. But don't forget that the "List Prices" of these homes represent what the sellers WANT for their home, not necessarily what they are really going to get if they sell their home. So when setting the price of your home, don't simply look at the LIST PRICE of the other comparable homes, look at the SALE PRICE of comparable homes to yours that actually SOLD!

** All Data Accuracy Has Not Been Verified And Is Not Guaranteed **

11/28/10

GENERAL INFORMATION	
PARCEL NO.	190-06-717-005
OWNER AND MAILING ADDRESS	ECHEVARRIA JEAN R TRUST ECHEVARRIA ANGEL L TRS 12 DESERT HIGHLANDS DR HENDERSON NV 89052-6520
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	12 DESERT HIGHLANDS DR HENDERSON
ASSESSOR DESCRIPTION	ANTHEM CNTRY CLUB PARCEL 5 PLAT BOOK 88 PAGE 33 LOT 37 BLOCK 1 SEC 06 TWP 23 RNG 62
RECORDED DOCUMENT NO.	* 20041222:01624
RECORDED DATE	12/22/2004
VESTING	NO STATUS

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	516
APPRAISAL YEAR	2010
FISCAL YEAR	10-11
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2010-11	2011-12
LAND	47250	26250
IMPROVEMENTS	130317	148122
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	177567	174372
TAXABLE LAND+IMP (SUBTOTAL)	507334	498206
COMMON ELEMENT ALLOCATION ASSD	151	141
TOTAL ASSESSED VALUE	177718	174513
TOTAL TAXABLE VALUE	507766	498609

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.31 Acres
ORIGINAL CONST. YEAR	2001
LAST SALE PRICE MONTH/YEAR	553661 04/01
LAND USE	1-10 RESIDENTIAL SINGLE FAMILY
DWELLING UNITS	1

PRIMARY RESIDENTIAL STRUCTURE					
TOTAL LIVING SQ. FT.	3684	CARPORT SQ. FT.	0	ADDN/CONV	NONE
1ST FLOOR SQ. FT.	3037	STORIES	TWO STORY	POOL	YES
2ND FLOOR SQ. FT.	647	BEDROOMS	5	SPA	YES
BASEMENT SQ. FT.	0	BATHROOMS	4 FULL 1 HALF	TYPE OF CONSTRUCTION	FRAME STUCCO
GARAGE SQ. FT.	838	FIREPLACE	1	ROOF TYPE	CONCRETE TILE

EXHIBIT "6"



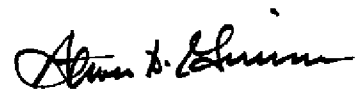
**Monthly Expenses/Budget for the
Guardianship of Jean Echevarria 2010/2011**

Description	INCOME	EXPENSES	SURPLUS/DEFICIT
Rents from building in California *	\$9,500.00		
Countrywide Mortgage*		\$3,600.00	
Anthem HOA		\$117.00	
Southwest Gas		\$80.00	
Nevada Power		\$300.00	
Republic Services		\$12.67	
Cellular		\$180.00	
Cox Cable - TV & Internet		\$151.00	
Newspaper & Magazine Subscriptions		\$12.08	
Sam's Club & Costco		\$6.67	
TSI- Alarm Company		\$90.00	
City of Henderson Sewer		\$158.81	
Gardener		\$125.00	
Bottled Water		\$35.95	
Pool Service		\$195.00	
Pest Control		\$56.48	
Storage		\$80.00	
Medical Co-Pays/Prescriptions		\$270.56	
Car Insurance		\$275.17	
Auto Repairs		\$169.13	
Rental car when car is broken		\$20.00	
"Extra" Money (Avg)		\$170.00	
DMV Car Registration		\$8.17	
Sands of Kahana - Time Share		\$45.00	
Home Repair- Monthly Allowance		\$225.00	
Professional Estate Administrators		\$400.00	
CA Income Taxes*		\$320.00	
Federal Income Taxes*		\$3,500.00	
Miscellaneous Contingency*		\$250.00	
TOTAL	\$9,500.00	\$10,853.69	<\$1,353.69>

Note: The above expenses are prorated in some instances. They do not include any payments for aged guardianship fees, legal fees, progress payments for credit cards, payments for notes payable, or CPA fees. The Contingency/ Miscellaneous anticipates that there will be additional medical, auto repair, emergency trips (funerals etc.).

Highlighted areas represent monthly costs which will be reduced or eliminated when Ms. Echevarria is moved.

* ESTIMATE



CLERK OF THE COURT

1 **NOTC**

2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 11920 Southern Highlands
6 Parkway, Suite 200
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 In the Matter of the Guardianship) CASE NO. G 27262
18 of the person and estate of) Family Court
19 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E
20)
21)

22 **NOTICE OF HEARING OF THIRD ACCOUNT AND REPORT OF GUARDIAN, PETITION**
23 **FOR PAYMENT OF FEES AND PETITION TO ABANDON REAL PROPERTY**

24 Date of Hearing: 01/05/11
25 Time of Hearing: 9:00 a.m.

26 NOTICE IS HEREBY GIVEN to all persons interested in the
27 guardianship of the person and estate of the above-named adult ward,
28 that Wednesday, the 5th day of January, 2011, at the hour of 9:00
a.m., in the Family Court and Service Center in Department E which is
located at 601 N. Pecos, Las Vegas, Nevada, 89101, is hereby set as
the time and place by the court for the hearing on the **Third Account**
and Report of Guardian, Petition for Payment of Fees and Petition to
Abandon Real Property, filed by ROBERT L. ANSARA, at which time all
persons interested in said matter are notified then and there to
appear and show cause, if any they have, why said petition should not
be granted.

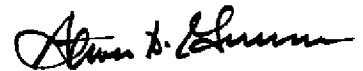
Reference is hereby made to said petition, on file herein, for
further particulars.

YOU DO NOT NEED TO APPEAR UNLESS YOU WISH TO FILE AN
OBJECTION.

DATED this 13th day of December, 2010.

TRENT, TYRELL & ASSOCIATES

ELYSE M. TYRELL, ESQ.
11920 Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141



CLERK OF THE COURT

AFFOM

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
11920 Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
(702) 382-2210
(702) 382-9242 (fax)
elyse@probatelawlv.com
Attorney for the Guardian of the
Estate and Successor Trustee of
the Ward's Living Trust,
ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E
)

AFFIDAVIT OF MAILING

Date of Hearing: 01/05/11
Time of Hearing: 9:00 a.m.

STATE OF NEVADA)
: ss:
COUNTY OF CLARK)

DONNALYN WASANO, being first duly sworn according to law,
deposes and says:

On the 14th day of December, 2010, I personally placed in
envelopes, postage fully prepaid, first class postage thereon,
copies of the **Third Account and Report of Guardian, Petition for
Payment of Fees and Petition to Abandon Real Property**, along with a
copy of the **Notice**, addressed to the persons whose names and
addresses are set forth below, and deposited the same in the Post
Office at Las Vegas, Nevada, to-wit:

Robert L. Ansara
P.O. Box 30785
Las Vegas, NV 89173

1 Angel Echevarria
Anthony Echevarria
2 12 Desert Highlands Drive
Henderson, NV 89052
3
4 Michael Echevarria
120 Pana Drive
Hendersonville, TN 37075
5
6 Robert Echevarria
P.O. Box 5496
Mohave Valley, AZ 86446
7
8 Michael T. Echevarria
Tersa Echevarria
c/o Paula Cunningham
9 P.O. Box 341
La Canada, CA 91012
10
11 Ana Echevarria
Amanda Echevarria
c/o Angel Echevarria
12 12 Desert Highlands Drive
Henderson, NV 89052
13
14 Elizabeth Brickfield, Esq.
300 S. Fourth Street #1700
Las Vegas, NV 89101
15
16 Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212
17
18 Cary Colt Payne, Esq.
700 South Eighth Street
Las Vegas, NV 89101
19
20 Gary Vandever
501 Park Avenue, Suite B
Lebanon, TN 37087
21

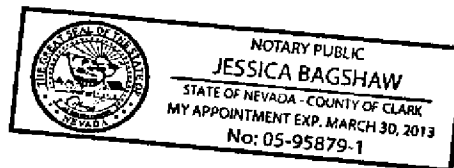
22 There is a regular communication by mail between the Post

23
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28

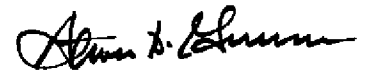
1 Office at Las Vegas, Nevada, and the addresses to which the above-
2 referenced documentation was mailed.

3
4 *D. Wasano*
5 DONNALYN WASANO

6
7
8 SUBSCRIBED and SWORN to before me
9 this 14th day of December, 2010.



10 *J. Bagshaw*
11 NOTARY PUBLIC in and for said
12 County and State
13
14
15
16
17
18
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20
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22
23
24
25
26
27
28



CLERK OF THE COURT

1 **OSFF**

2 ELYSE M. TYRELL, ESQ.

3 Nevada Bar No: 5531

4 TRENT, TYRELL & ASSOCIATES

5 11920 Southern Highlands

6 Parkway, Suite 200

7 Las Vegas, Nevada 89141

8 (702) 382-2210

9 (702) 382-9242 (fax)

10 elyse@probatelawlv.com

11 Attorney for the Guardian of the

12 Estate and Successor Trustee of

13 the Ward's Living Trust,

14 ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

15 In the Matter of the Guardianship) CASE NO. G 27262

16 of the person and estate of) Family Court

17 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

**ORDER SETTLING THIRD ACCOUNT AND REPORT OF GUARDIAN, ORDER
AUTHORIZING PAYMENT OF FEES AND ORDER AUTHORIZING
GUARDIAN/SUCCESSOR TRUSTEE TO ABANDON REAL PROPERTY**

Date of Hearing: 01/05/11

Time of Hearing: 9:00 a.m.

18 BE IT REMEMBERED that ROBERT L. ANSARA, Guardian of the estate
19 of the above-named adult ward filed herein his Third Account and
20 Report of Guardian, Petition for Payment of Fees and Petition to
21 Abandon Real Property; the same having come on regularly for hearing
22 on this date before the above-entitled Court; it appearing to the
23 satisfaction of the Court that proper notice of hearing of this matter
24 has been duly given in the manner required by law; that all
25 allegations contained in said account and petition are true and
26 correct; and good cause appearing therefore,

27 NOW, THEREFORE, IT IS HEREBY ORDERED that the Third Account and
28 Report submitted by the said Guardian be, and the same is hereby
settled, allowed and approved, and all actions taken by the said
Guardian as set forth therein are hereby ratified and approved; and

1 it is

2 FURTHER ORDERED that the Guardian is authorized and directed to
3 pay himself the sum of \$6,688.50, when funds become available, as and
4 for his fees in connection with this guardianship matter; and it is

5 FURTHER ORDERED that the Guardian is authorized and directed to
6 continue to pay himself the sum of \$200.00, on a monthly basis,
7 against which he will bill hourly; and it is

8 FURTHER ORDERED that the Guardian is authorized and directed to
9 pay the law firm of Trent, Tyrell & Associates the sum of \$10,900.70,
10 when funds become available, as and for its fees and costs in
11 connection with this guardianship matter; and it is

12 FURTHER ORDERED that the foregoing fees and costs shall be paid
13 on a pro-rata basis until such time as the same are satisfied in full;
14 and it is

15 FURTHER ORDERED that the ROBERT L. ANSARA, as Guardian and
16 Successor Trustee, is authorized and directed to abandon the ward's
17 real property located at 12 Desert Highlands Drive, Henderson, Clark
18 County, Nevada, 89052 which is titled in the name of the Jean R.
19 Echevarria Trust; and it is

20 FURTHER ORDERED that, by recording a certified copy of the Order
21 emanating from this instant petition, the ward's real property located
22

23

24

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at 12 Desert Highlands Drive, Henderson, Clark County, Nevada, which is legally described below, is hereby abandon, to-wit:

Legal Description: Lot Thirty-Seven (37), Block One (1) of ANTHEM CNTRY CLUB PARCEL 5, as shown by map thereof on file in Book 88, Page 33, in the Office of the County Recorder of Clark County, Nevada.

Assessor's Parcel No: 190-06-717-005

SEC 06 TWP 23 RNG 62

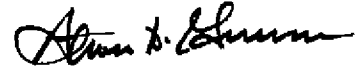
DATED and DONE this 5th day of January, 2011.

DISTRICT JUDGE

TRENT, TYRELL & ASSOCIATES

ELYSE M. TYRELL, ESQ.
11920 Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
Attorney for the Guardian

1 **NEO**
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 11920 Southern Highlands
6 Parkway, Suite 200
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA



CLERK OF THE COURT

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 In the Matter of the Guardianship) CASE NO. G 27262
11 of the person and estate of) Family Court
12 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E
13)

14 **NOTICE OF ENTRY OF ORDER**

15 TO: ALL PERSONS INTERESTED IN THE ABOVE-REFERENCED GUARDIANSHIP:

16 YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that an Order
17 Settling Third Account and Report of Guardian, Order Authorizing
18 Payment of Fees and Order Authorizing Guardian/Successor Trustee
19 to Abandon Real Property which is attached hereto, was entered by
20 the court on the 7th day of January, 2011.

21 DATED this 7th day of January, 2011.

22 TRENT, TYRELL & ASSOCIATES



23 ELYSE M. TYRELL, ESQ.
24 11920 Southern Highlands
25 Parkway, Suite 200
26 Las Vegas, Nevada 89141

27 **CERTIFICATE OF MAILING**

28 I, the undersigned, an employee of the law firm of Trent,
Tyrell & Associates do hereby declare that on the 10th day of

1 January, 2011, I placed in an envelope, postage pre-paid, first
2 class mail thereon, a copy of the foregoing Notice of Entry of
3 Order, to which a copy of the Order Settling Third Account and
4 Report of Guardian, Order Authorizing Payment of Fees and Order
5 Authorizing Guardian/Successor Trustee to Abandon Real Property was
6 attached, to-wit:

7 Robert L. Ansara
8 P.O. Box 30785
9 Las Vegas, NV 89173

9 Angel Echevarria
10 Anthony Echevarria
11 12 Desert Highlands Drive
12 Henderson, NV 89052

11 Michael Echevarria
12 120 Pana Drive
13 Hendersonville, TN 37075

13 Robert Echevarria
14 P.O. Box 5496
15 Mohave Valley, AZ 86446

15 Michael T. Echevarria
16 Tersa Echevarria
17 c/o Paula Cunningham
18 P.O. Box 341
19 La Canada, CA 91012

18 Ana Echevarria
19 Amanda Echevarria
20 c/o Angel Echevarria
21 12 Desert Highlands Drive
22 Henderson, NV 89052

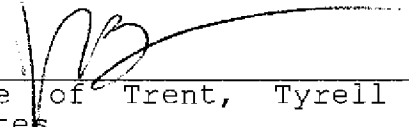
21 Elizabeth Brickfield, Esq.
22 300 S. Fourth Street #1700
23 Las Vegas, NV 89101

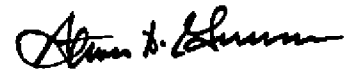
23 Darius A. Baghai, Esq.
24 144 S. Palm Drive, 1st Floor
25 Beverly Hills, CA 90212

25 Cary Colt Payne, Esq.
26 700 South Eighth Street
27 Las Vegas, NV 89101

1 Gary Vandever
2 501 Park Avenue, Suite B
3 Lebanon, TN 37087

4 There is a regular communication by mail between the Post
5 Office at Las Vegas, Nevada and the addresses to which the above-
6 referenced documentation was mailed.

7
8 
9 Employee of Trent, Tyrell &
10 Associates



CLERK OF THE COURT

OSFF

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
11920 Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
(702) 382-2210
(702) 382-9242 (fax)
elyse@probatelawlv.com

Attorney for the Guardian of the
Estate and Successor Trustee of
the Ward's Living Trust,
ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

**ORDER SETTLING THIRD ACCOUNT AND REPORT OF GUARDIAN, ORDER
AUTHORIZING PAYMENT OF FEES AND ORDER AUTHORIZING
GUARDIAN/SUCCESSOR TRUSTEE TO ABANDON REAL PROPERTY**

Date of Hearing: 01/05/11
Time of Hearing: 9:00 a.m.

BE IT REMEMBERED that ROBERT L. ANSARA, Guardian of the estate
of the above-named adult ward filed herein his Third Account and
Report of Guardian, Petition for Payment of Fees and Petition to
Abandon Real Property; the same having come on regularly for hearing
on this date before the above-entitled Court; it appearing to the
satisfaction of the Court that proper notice of hearing of this matter
has been duly given in the manner required by law; that all
allegations contained in said account and petition are true and
correct; and good cause appearing therefore,

NOW, THEREFORE, IT IS HEREBY ORDERED that the Third Account and
Report submitted by the said Guardian be, and the same is hereby
settled, allowed and approved, and all actions taken by the said
Guardian as set forth therein are hereby ratified and approved; and

1 it is

2 FURTHER ORDERED that the Guardian is authorized and directed to
3 pay himself the sum of \$6,688.50, when funds become available, as and
4 for his fees in connection with this guardianship matter; and it is

5 FURTHER ORDERED that the Guardian is authorized and directed to
6 continue to pay himself the sum of \$200.00, on a monthly basis,
7 against which he will bill hourly; and it is

8 FURTHER ORDERED that the Guardian is authorized and directed to
9 pay the law firm of Trent, Tyrell & Associates the sum of \$10,900.70,
10 when funds become available, as and for its fees and costs in
11 connection with this guardianship matter; and it is

12 FURTHER ORDERED that the foregoing fees and costs shall be paid
13 on a pro-rata basis until such time as the same are satisfied in full;
14 and it is

15 FURTHER ORDERED that the ROBERT L. ANSARA, as Guardian and
16 Successor Trustee, is authorized and directed to abandon the ward's
17 real property located at 12 Desert Highlands Drive, Henderson, Clark
18 County, Nevada, 89052 which is titled in the name of the Jean R.
19 Echevarria Trust; and it is

20 FURTHER ORDERED that, by recording a certified copy of the Order
21 emanating from this instant petition, the ward's real property located
22

23

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28

at 12 Desert Highlands Drive, Henderson, Clark County, Nevada, which is legally described below, is hereby abandon, to-wit:

Legal Description: Lot Thirty-Seven (37), Block One (1) of ANTHEM CNTRY CLUB PARCEL 5, as shown by map thereof on file in Book 88, Page 33, in the Office of the County Recorder of Clark County, Nevada.

Assessor's Parcel No: 190-06-717-005

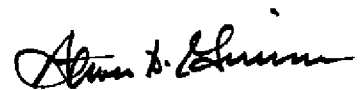
SEC 06 TWP 23 RNG 62

DATED and DONE this 5th day of January, 2011.

DISTRICT JUDGE

TRENT, TYRELL & ASSOCIATES

ELYSE M. TYRELL, ESQ.
11920 Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
Attorney for the Guardian



CLERK OF THE COURT

1 **NOTC**

2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 11920 Southern Highlands
6 Parkway, Suite 200
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 In the Matter of the Guardianship) CASE NO. G 27262
11 of the person and estate of) Family Court
12 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E
13)

12 **NOTICE OF HEARING OF FOURTH ACCOUNT AND REPORT OF GUARDIAN AND**
13 **PETITION FOR PAYMENT OF FEES**

14 Date of Hearing: 11/23/11
15 Time of Hearing: 9:00 a.m.

16 NOTICE IS HEREBY GIVEN to all persons interested in the
17 guardianship of the person and estate of the above-named adult ward,
18 that Wednesday, the 23rd day of November, 2011, at the hour of 9:00
19 a.m., in the Family Court and Service Center in Department E which is
20 located at 601 N. Pecos, Las Vegas, Nevada, 89101, is hereby set as
21 the time and place by the court for the hearing on the **Fourth Account**
22 **and Report of Guardian and Petition for Payment of Fees,** filed by
23 ROBERT L. ANSARA, at which time all persons interested in said matter
24 are notified then and there to appear and show cause, if any they
25 have, why said petition should not be granted.

26 Reference is hereby made to said petition, on file herein, for
27 further particulars.

28 YOU DO NOT NEED TO APPEAR UNLESS YOU WISH TO FILE AN

1 OBJECTION.

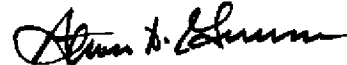
2 DATED this 7th day of November, 2011.

3 TRENT, TYRELL & ASSOCIATES

4 

5 ELYSE M. TYRELL, ESQ.
6 11920 Southern Highlands
7 Parkway, Suite 200
8 Las Vegas, Nevada 89141

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CLERK OF THE COURT

1 **FACT**

2 ELYSE M. TYRELL, ESQ.

3 Nevada Bar No: 5531

4 TRENT, TYRELL & ASSOCIATES

5 11920 Southern Highlands

6 Parkway, Suite 200

7 Las Vegas, Nevada 89141

8 (702) 382-2210

9 (702) 382-9242 (fax)

10 elyse@probatelawlv.com

11 Attorney for the Guardian of the

12 Estate and Successor Trustee of

13 the Ward's Living Trust,

14 ROBERT L. ANSARA

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 In the Matter of the Guardianship

18 of the person and estate of

19 JEAN RUTH ECHEVARRIA, an Adult Ward.

) CASE NO. G 27262

) Family Court

) Department E

20 **FOURTH ACCOUNT AND REPORT OF GUARDIAN AND PETITION FOR PAYMENT OF**
21 **FEES**

22 Date of Hearing: 11/23/11

23 Time of Hearing: 9:00 a.m.

24 ROBERT L. ANSARA, Guardian of the estate of the above-named
25 adult ward, now presents to this Honorable Court his Fourth Account
26 and Report of Guardian, along with a verified Petition for Payment
27 of Fees, and alleges as follows:

28 1. **SUMMARY OF ACCOUNT.** Petitioner alleges that he should be
charged and credited for this accounting period which covers the
time frame October November 16, 2010 through October 31, 2011, in
the manner outlined on Exhibit "1" which is attached hereto.

2. Petitioner was appointed to act as Guardian of the estate
of the adult ward due to the ward's inability to manage her own
financial affairs. At this time, Petitioner reports that the
ward's condition remains unchanged and, for that reason, the
necessity to continue this guardianship proceeding exists.

1 Attached hereto as Exhibit "2" is the Status Report which was
2 written by your Petitioner herein. Said report provides the court
3 with the status of the adult ward, her assets, income and
4 disbursements.

5 3. Petitioner has rendered services in connection with this
6 guardianship proceeding including, but not limited to, managing all
7 of the adult ward's assets, ensuring that the expenses associated
8 with the ward's care and maintenance have been fully satisfied on a
9 timely basis. Petitioner reports that the ward is without
10 sufficient funds to satisfy these fees and, therefore, Petitioner
11 is not seeking payment for the same at this time.

12 4. Petitioner would request authority to continue to pay
13 himself the sum of \$200.00, on a monthly basis, against which he
14 will bill hourly. Should Petitioner's fees exceed that \$200.00
15 amount, he will seek reimbursement for the balance due when he
16 files his annual account and report. Should Petitioner's fees be
17 less than the \$200.00 requested amount, Petitioner will apply the
18 credit to the following month. Petitioner understands that the
19 foregoing advancements are subject to approval by the court at the
20 time of the next accounting.

21 5. The law firm of Trent, Tyrell & Associates has rendered
22 services in connection with this guardianship matter including, but
23 not limited to, preparing and filing the instant account and
24 report, along with other documentation relative hereto, all of
25 which are outlined on Exhibit "3". Therefore, Petitioner alleges
26 that the sum of \$12,780.69 is a reasonable fee to compensate said
27 law firm for these services. Therefore, Petitioner would request

1 that, when funds become available, authority to pay said law firm
2 the sum of \$12,780.69 as and for its fees and costs in connection
3 with this guardianship matter.

4 WHEREFORE, Petitioner prays as follows:

5 1. That the foregoing Fourth Account and Report be settled,
6 allowed and approved, and all actions taken by the Petitioner as
7 set forth herein be ratified and approved.

8 2. That this Honorable Court authorize and direct Petitioner
9 to pay the fees and costs as outlined above.

10 3. For such other and further relief as the Court may deem
11 just and proper in the premises.

12 
13 ROBERT L. ANSARA

14
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16
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22
23 STATE OF NEVADA)
24 : ss.
25 COUNTY OF CLARK)


26 ROBERT L. ANSARA, being first duly sworn, deposes and says:

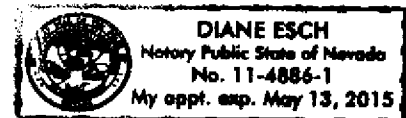
27 That he is the Guardian of the estate of the above-named ward;
28 that he has read the foregoing petition and knows the contents

1 thereof; that the same is true of his own knowledge except as to
2 those matters therein contained upon information and belief, and as
3 to those matters, he believes them to be true.

4
5
6 
ROBERT L. ANSARA

7 SUBSCRIBED and SWORN to before me
8 this 3rd day of November, 2011.

9 
10 NOTARY PUBLIC in and for said
Clark County and State Nevada



11 TRENT, TYRELL & ASSOCIATES


12 
13 ELYSE M. TYRELL, ESQ.
14 11920 Southern Highlands
15 Parkway, Suite 200
16 Las Vegas, Nevada 89141
17 Attorney for the Guardian

EXHIBIT "1"

ECHEVARRIA GUARDIANSHIP
11/16/10 - 10/31/11

Beginning Balance	\$ 13,659.14
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Receipts	\$125,002.50
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Total:	\$138,661.64
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Disbursements

Home – Repairs/Maintenance/Mortgage	\$ 7,638.97
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Utilities-	\$ 12,172.42
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Auto Expenses-	\$ 3,882.66
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Medical Expenses-	\$ 4,507.44
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Misc Expenses (including income taxes) -	\$ 93,972.91
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Professional Fees-	\$ 6,741.50
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Total:	\$128,915.90
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Check Register Balance as of 10/31/11	Total:	\$ 9,745.74
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Bank statement balance as of 10/31/11	\$ 9,927.74
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Less outstanding checks	<u>\$ 182.00</u>
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Total:	\$ 9,745.74
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Receipts and Disbursements
Echevarria Guardianship 11/16/2010 to 10/31/2011

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
679	11/19/10	SW Gas			\$22.51				
680	11/22/10	Republic Services			\$40.44				
681	11/23/10	City of Henderson Utility Services			\$345.28				
682	11/23/10	NV Energy			\$583.36				
683	11/23/10	Allstate				\$275.17			
684	11/23/10	Cox			\$178.14				
685	11/23/10	Sprint			\$356.50				
Dep	11/23/10	Dover Mgmt	\$1,896.00						
686	12/03/10	Rick Hoeg - Repair Garage Dr		\$75.00					
687	12/02/10	Angel Echevarria					\$300.00	\$190.00	
688	12/03/10	Rick Hoeg - Pool		\$250.00					
689	12/06/10	Rick Hoeg - Pool cleaning		\$150.00					
Dep	12/09/10	Dover Mgmt	\$10,431.00						
690	12/09/10	PEA Reimburse - Garage Door		\$140.00					
691	12/09/10	IRS tax payment						\$10,000.00	
692	12/16/10	Storage One						\$80.00	
693	12/21/10	Bermuda Landscape		\$125.00					
694	12/21/10	Orkin		\$56.00					
695	12/21/10	SW Gas			\$93.57				
696	12/22/10	NV Energy			\$297.37				
697	12/22/10	VOID							
698	12/22/10	Allstate				\$275.17			
699	12/22/10	Cox			\$178.14				
700	12/22/10	Sprint			\$375.90				
701	12/22/10	VOID							
702	12/29/10	PEA C/C - Reimburse Postage						\$88.00	
703	12/30/10	Rick Hoeg - Pool Svc		\$110.00					
704	1/7/2011	Angel Echevarria					\$300.00	\$150.00	
Dep	01/07/11	Dover Management	\$10,431.00						
705	01/07/11	Void							
706	01/07/11	IRS 2010 Tax Payment						\$9,910.00	
707	01/18/11	Franchise Tax Board CA						\$2,030.00	
708	01/11/11	IRS 2009 Tax Payment						\$5,000.00	



Receipts and Disbursements
Echevarria Guardianship 11/16/2010 to 10/31/2011

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
709	01/11/11	Franchise Tax Board CA						\$2,720.00	
710	01/13/11	Franchise Tax Board CA						\$511.71	
711	01/13/11	Rick Hoeg- Pool Fees-Feb		\$110.00					
713	01/24/11	Humana- Medical Ins					\$252.00		
712	01/25/11	Angel Echevarria				\$112.00	\$288.00	\$40.00	
714	01/25/11	Bermuda Landscape		\$125.00					
715	01/31/11	Storage One						\$80.00	
716	01/31/11	Void							
717	02/09/11	NV Energy			\$329.46				
Dep	02/09/11	Dover Management	\$10,431.00						
718	02/03/11	Angel Echevarria					\$300.00	\$190.00	
719	02/04/11	SW Gas			\$145.41				
720	02/09/11	Allstate Insurance				\$275.15			
721	02/09/11	Cox Cable			\$178.24				
722	02/09/11	Storage One						\$80.00	
723	02/09/11	Rick Hoeg- Pool Fees-March		\$110.00					
724	02/19/11	Bermuda Landscape		\$125.00					
725	02/23/11	Void							
726		Void							
727	02/25/11	Allstate Insurance				\$275.17			
728	02/25/11	Direct TV			\$68.46				
729		Void							
730	02/25/11	SW Gas			\$144.28				
731	02/25/11	Republic Services			\$40.44				
732	02/25/11	NV Energy			\$248.27				
733	02/15/11	Cox Cable			\$178.24				
734	02/25/11	Apria Health Care					\$66.18		
735	02/25/11	St. Rose Dominican Siena					\$50.00		
736	03/08/11	Sprint			\$433.67				
Dep	03/03/11	Dover Management	\$10,431.00						
737	03/08/11	Angel Echevarria					\$300.00	\$190.00	
738	03/09/11	City of Henderson Water			\$38.81				
739	03/09/11	Catskill Auto- Brakes				\$321.55			



Receipts and Disbursements Echevarria Guardianship 11/16/2010 to 10/31/2011

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
740		Void							
741	04/05/11	Angel Echevarria					\$300.00	\$190.00	
742	03/18/11	Storage One						\$80.00	
743	03/21/11	Bermuda Landscape		\$125.00					
744	03/25/11	Atkinson & Watkins Short sale							\$2,500.00
745	03/28/11	Void							
746	03/28/11	Anthem CC Assoc.		\$999.00					
747	03/29/11	Sprint			\$164.88				
748	03/29/11	NV Energy			\$253.38				
749	03/29/11	SW Gas			\$120.57				
750	03/29/11	Direct TV			\$74.45				
751	03/29/11	Rick Hoeg Pool Fees/Supplies		\$148.00					
Dep	04/06/11	Dover Management	\$10,431.00						
752	04/11/11	Allstate Insurance				\$254.80			
753	04/12/11	SW Gas			\$45.59				
754	04/12/11	City of Henderson			\$100.57				
755	04/12/11	US Treasury 2010 1040						\$11,189.00	
756	04/13/11	Rick Hoeg Toilet/tub repair		\$105.00					
Dep	04/14/11	Dover Management	\$15,000.00						
757	04/15/11	Franchise Tax Board CA						\$8,384.00	
758	04/15/11	US Treasury Est. 2011 tax						\$8,000.00	
759	04/22/11	A. Echevarria Truck Rental Storage						\$324.25	
760	04/18/11	Storage One						\$80.00	
761	04/18/11	US Treasury						\$1,500.00	
762	04/19/11	Bermuda Landscape		\$125.00					
763	04/22/11	NV Energy			\$212.37				
764	04/22/11	Cox Cable			\$58.97				
765	04/22/11	Direct TV			\$80.44				
766	04/22/11	Costco						\$50.00	
767	04/22/11	Allstate Insurance				\$254.80			
768	04/27/11	Rick Hoeg May Pool Fees		\$110.00					
769	05/05/11	Angel Echevarria					\$300.00	\$190.00	
770	05/07/11	Rick Hoeg pool repair/plumbing		\$242.00					



Receipts and Disbursements
Echevarria Guardianship 1/1/6/2010 to 10/31/2011

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
771		Void							
Dep	05/07/11	Dover Management	\$10,431.00						
772	05/10/11	IRS						\$475.00	
773	05/10/11	City of Henderson Water			\$100.00				
774	05/10/11	City of Henderson Water			\$115.80				
775	05/10/11	Republic Services			\$40.60				
776	05/20/11	Cox Cable			\$79.86				
777	05/10/11	SW Gas			\$79.23				
778	05/20/11	Allstate Insurance				\$254.80			
779	05/13/11	Anthem CC Assoc.		\$37.20					
780	05/19/11	Bermuda Landscape		\$125.00					
781	05/20/11	NV Energy			\$214.46				
782	05/20/11	Direct TV			\$119.85				
783	05/23/11	Rick Hoeg June pool/Filter		\$160.00					
784	06/02/11	St Rose Dominican					\$50.00		
785	06/02/11	Sprint			\$315.96				
786	06/02/11	Sams Club			\$40.00				
787	06/03/11	Humana July-Dec 11					\$252.00		
788	06/07/11	Angel Echevarria					\$300.00	\$190.00	
789		Void							
790	06/07/11	PEA water filter purchase		\$322.46					
791	06/08/11	IRS quarterly payment						\$14,020.00	
792	06/20/11	Cox Cable			\$79.86				
793	06/09/11	City of Henderson Water			\$154.60				
794	06/09/11	Rick Hoeg pool repair		\$305.00					
795	06/13/11	IRS						\$475.00	
Dep	06/15/11	Dover Management	\$10,000.00						
	06/20/11	Deluxe Check Printing						\$15.95	
796	06/20/11	SW Gas			\$24.53				
797	06/17/11	Rick Hoeg pool filter/supplies		\$260.00					
798	06/20/11	NV Energy			\$362.22				
799	06/20/11	Allstate Insurance			\$254.80				
800	06/20/11	Sams Club			\$40.00				



Receipts and Disbursements
Echevarria Guardianship 11/16/2010 to 10/31/2011

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
801	06/21/11	Bermuda Landscape		\$125.00					
802	06/22/11	Rick Hoeg repairs		\$95.00					
803	06/22/11	Southern NV Pest Control		\$34.00					
804	06/24/11	Mayer Eye Clinic					\$86.48		
805	06/24/11	Rick Hoeg Purchased Washer		\$200.00					
806	06/24/11	Mikes coml. Refrig-air cond.		\$280.56					
807	07/05/11	Rick Hoeg repairs		\$104.25					
808	07/06/11	Angel Echevarria					\$300.00	\$190.00	
809	07/07/11	Direct TV			\$42.14				
810	07/07/11	City of Henderson Water			\$224.81				
811	07/07/11	Sprint			\$157.38				
812	07/07/11	St. Rose Dominican Siena					\$200.00		
813	07/11/11	IRS 2009 1040						\$475.00	
Dep	07/13/11	Cassidy Turley Management	\$8,810.00						
814	07/26/11	Garnett & King							\$2,992.50
815	07/26/11	PEA Fees for CA Trip							\$1,000.00
816	07/26/11	Bermuda Landscape		\$125.00					
817	07/27/11	SW Gas			\$22.13				
818	07/27/11	NV Energy			\$549.72				
819	07/27/11	Allstate Insurance				\$275.15			
820	07/27/11	Direct TV			\$86.44				
821	07/27/11	Cox Cable			\$79.84				
Dep	07/29/11	Countryside Settlement	\$31.50						
822	08/01/11	Rick Hoeg August Pool Service		\$125.00					
823	08/07/11	Angel Echevarria less car \$213					\$277.00		
824		Void							
825	08/08/11	Andrem CC Assoc.		\$517.00					
Dep	08/08/11	Cassidy Turley Management	\$8,810.00						
826	08/08/11	Chicago Tide Transfer Fee							\$249.00
827	08/08/11	SW Gas			\$22.71				
828	08/08/11	City of Henderson Water			\$238.42				
829	08/08/11	Sprint			\$257.27				
830	08/08/11	Southern NV Pest Control			\$34.00				



Receipts and Disbursements
Echevarria Guardianship 11/16/2010 to 10/31/2011

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
831	08/08/11	Republic Services			\$40.92				
832	08/15/11	US Treasury 2009 1040						\$475.00	
833	08/16/11	Rick Hoeg Pool filter cleaning			\$50.00				
834	08/19/11	PEA C/C Card Member Serv.				\$213.02		\$88.00	
835	08/22/11	Bermuda Landscape			\$125.00				
836	08/26/11	Rick Hoeg Sept Pool Cleaning		\$110.00					
837	08/30/11	Angel Echevarria					\$300.00	\$190.00	
838	08/31/11	City of Henderson pet tag						\$6.00	
839	08/31/11	Direct TV			\$86.44				
840	08/31/11	Cox Cable			\$79.65				
841	08/31/11	NV Energy			\$578.43				
842	08/31/11	Allstate Insurance				\$298.49			
843	08/31/11	LMS Air conditioner		\$124.00					
844	09/02/11	Rick Hoeg Washer Repair		\$85.00					
845	09/06/11	SVV Gas			\$18.81				
846	09/06/11	Sprint			\$182.68				
847	09/06/11	City of Henderson			\$276.63				
848	09/09/11	Rick Hoeg			\$385.00				
849	09/12/11	Anthem CC Assoc.		\$499.50					
850	09/13/11	US Treasury						\$15,000.00	
Dep	09/12/11	Cassidy Turley Management	\$8,810.00						
851	09/13/11	IRS 200 1040						\$475.00	
852	09/22/11	Bermuda Landscape		\$125.00					
853	09/22/11	PEA CC- Enterprise car				\$204.22			
854	09/27/11	Rick Hoeg Oct pool repair		\$215.00					
855	09/28/11	Cox Cable			\$79.65				
856	09/28/11	Direct TV			\$77.26				
857	09/28/11	NV Energy			\$619.79				
858	09/28/11	Southern NV Pest Control			\$68.00				
859	09/28/11	Allstate Insurance				\$298.48			
860	09/29/11	Diane Prosser/used washer		\$150.00					
861	09/30/11	Angel Echevarria					\$285.78		
Dep	10/06/11	Cassidy Turley Management	\$8,810.00						



Receipts and Disbursements
Echevarria Guardianship 11/16/2010 to 10/31/2011

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
Dep	10/06/11	Cassidy Turley Management	\$8,810.00						
862	10/07/11	Rick Hoeg Pool Vac Repair		\$50.00					
Dep	10/10/11	Refund/Chicago title C/C not used	\$249.00						
863	10/10/11	US Treasury Installment						\$475.00	
864	10/11/11	Void							
865	10/11/11	SW Gas			\$31.27				
866	10/11/11	Caskill Auto- Brakes				\$294.69			
867	10/11/11	Sprint			\$171.80				
868	10/11/11	City of Henderson			\$176.75				
869	10/20/11	Bermuda Landscape		\$125.00					
870	10/24/11	Rick Hoeg Pool Service Nov		\$110.00					
871	10/26/11	PEA Card Mem. Services Postage						\$176.00	
			\$125,002.50	\$7,638.97	\$12,172.42	\$3,882.66	\$4,507.44	\$93,972.91	\$6,741.50

MISC.

Tax Payments	\$91,114.71
Storage One	\$724.25
Costco Membership	\$50.00
Angel Echevarria	\$1,710.00
Postage	\$352.00
Bank related charges	\$15.95
Pet Expenses	\$6.00
TOTAL MISC.	\$93,972.91

EXHIBIT "2"



P.O. Box 30785
Las Vegas, NV 89173-0785
(702) 491-2900 Fax (702) 876-3781
rlansara@aol.com

Status Narrative of the Jean R. Echevarria Guardianship
As of October 31, 2011

Jean continues to live in the home in Henderson and is being cared for by her daughter, Angel Echevarria. When Angel can't be there with her, which is rare, she has another family member "sit" with Jean. Jean's day-to-day hasn't changed materially except for the advancement of the Alzheimer's disease. Her recognition of her family members is fading. Her mood and behavior however, have changed very little. Angel reports that her appetite is good, her demeanor is gentle, she's sleeping, allows any and all grooming intervention, and is stable. According to Angel, Jean's medications are consistent with no need for more or adverse reactions.

We petitioned the court for permission to stop making the house payments as the guardianship couldn't afford the payments and the home is worth less than is owed. The guardianship applied for the HAFA program with Bank of America and has been approved. The home has been on the market for over 3 years with a recent sale falling out of escrow.

Angel uses the social security check to handle the day-to-day household expenses such as food, gasoline, sundries, clothing, and miscellaneous items for Jean. Jean's income is still comprised of social security and rental income from a 50% in a commercial building in Foster City, California.

The building is fully leased but has had to reduce some rents to stay competitive in the market. Additionally, it is undergoing some roof renovation so the income will be reduced for 18 months or so. Though the building is also worth less than is owed, so long as it remains fully leased, it will continue to augment Jean's monthly income. I made a trip to CA this year to interview and hire a new property management firm and do a site visit to the building.

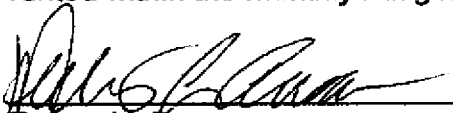
There is a time share in Maui, HI that had fallen into arrears on maintenance and annual fees. We were successful in negotiating a "deed in lieu" transfer in exchange for forgiveness of past due monies as well as the elimination of any liability going forward. This timeshare is owned 50% by Jean and the other 50%

by her daughter Angel. Angel is in complete agreement with the decision regarding the deed in lieu.

Amy Gallup of Gammet and King continues to be the CPA for the guardianship. Under her guidance, the guardianship is current on taxes and all filings.

The guardianship has been unable to make any progress on paying any of the legal bills, liens, or past due credit card balances.

The goal currently is that when the home sells, a more modest home will be rented within the monthly budget.

A handwritten signature in black ink, appearing to read "Robert L. Ansara", written over a horizontal line.

Robert L. Ansara
Guardian

EXHIBIT "3"

Trent, Tyrell & Associates
Attorneys at Law
11920 Southern Highlands Parkway, Suite 200
Las Vegas, NV 89141

(702) 382-2210

(702) 382-9242 (fax)

Jean Echevarria
c/o Professional Estate Administrators
Robert L. Ansara
P.O. Box 30785
Las Vegas, NV 89173-0785

Matter: Jean Echevarria
Statement Date: 11/2/2011
Amount Due: \$12,780.69

Fees					
Date	Billor	Description	Code	Hours	Amount
12/8/2004	EMT	Court appearance; discuss file w/counsel and family		1.00	\$350.00
12/11/2004	EMT	Review information and documentation		2.00	\$700.00
12/12/2004	EMT	Review information and documentation		2.00	\$700.00
12/13/2004	EMT	p/c w/Elizabeth Brickfield, Esq.		0.10	\$35.00
12/14/2004	EMT	p/c w/David Houston, Esq. (2); fax to Kim Boyer, Esq.; fax to Elizabeth Brickfield, Esq.; p/c w/Kim Boyer, Esq.		1.10	\$385.00
12/15/2004	EMT	p/c w/Elizabeth Brickfield, Esq.; review fax from Elizabeth Brickfield, Esq.; fax to Elizabeth Brickfield, Esq.		0.25	\$87.50
12/18/2004	EMT	Review information and documentation		0.45	\$157.50
12/20/2004	EMT	Review fax from Michael Echevarria		0.10	\$35.00
12/21/2004	EMT	p/c w/Michael Echevarria; p/c w/Elizabeth Brickfield, Esq.; left message for Darius Baghai, Esq. (no charge)		0.40	\$140.00
12/22/2004	EMT	Review fax from Michael Echevarria; fax to Elizabeth Brickfield, Esq.; p/c w/Darius Baghai, Esq.		0.45	\$157.50
12/23/2004	EMT	Letter to counsel		0.70	\$245.00
12/27/2004	EMT	Review Supplement to Opposition filed by Elizabeth Brickfield		0.10	\$35.00
1/3/2005	EMT	p/c w/Michael; p/c w/Elizabeth Brickfield		0.40	\$140.00
1/4/2005	CJ	p/c w/Michael; fax to Michael		0.60	\$84.00
1/4/2005	EMT	p/c w/Kim Boyer; p/c w/Elizabeth Brickfield		0.25	\$87.50
1/5/2005	EMT	Court appearance		2.00	\$700.00
1/5/2005	LLR	Faxes to Elizabeth Brickfield and Kim Boyer		0.50	\$87.50
1/6/2005	EMT	Faxes to Kim Boyer and Elizabeth Brickfield		0.50	\$175.00
1/7/2005	EMT	p/c w/ Kim Boyer; p/c w/Elizabeth Brickfield		0.40	\$140.00
1/10/2005	EMT	Review fax from Elizabeth Brickfield to the Guardianship Commissioner		0.20	\$70.00
1/19/2005	EMT	Review letter		0.10	\$35.00
1/31/2005	EMT	Fax to Elizabeth Brickfield and Kim Boyer		0.50	\$175.00
2/1/2005	CJ	p/c w/Michael Echevarria		0.25	\$35.00
2/7/2005	CJ	Fax to Elizabeth Brickfield and Kim Boyer		0.50	\$70.00
2/10/2005	EMT	Review Notice of Withdrawal filed by Kim Boyer		0.20	\$70.00
2/11/2005	CJ	Fax to Elizabeth Brickfield and Kim Boyer; draft additional faxes to Ms. Brickfield and Ms. Boyer; fax to Michael Echevarria		0.60	\$84.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
2/15/2005	CJ	Letter to Michael Echevarria		0.40	\$56.00
2/15/2005	EMT	Review and approve letter		0.20	\$70.00
3/18/2005	LLR	Review file; research; discussion w/Elyse Tyrell (no charge for Ms. Tyrell's time); draft Petition for Payment of Fees; draft setting pleadings		2.50	\$437.50
3/18/2005	EMT	Review and approve draft of petition; approve setting pleadings		0.50	\$175.00
3/30/2005	EMT	Review petition to borrow funds		0.10	\$35.00
4/7/2005	LLR	Fax to Elizabeth Brickfield		0.25	\$43.75
4/7/2005	EMT	Review and sign fax		0.10	\$35.00
4/15/2005	EMT	Review fax from Cary Payne		0.10	\$35.00
4/20/2005	EMT	Left message for Elizabeth Brickfield (no charge)			\$0.00
4/21/2005	LLR	Fax to Elizabeth Brickfield		0.25	\$43.75
4/21/2005	EMT	Discuss file w/Elizabeth Brickfield; review and sign fax		0.20	\$70.00
4/24/2005	EMT	Review fax from Cary; fax to client; left message for Sharon Jaster (no charge)		0.40	\$140.00
4/26/2005	EMT	p/c w/Cary Payne		0.10	\$35.00
4/26/2005	EMT	p/c w/Cary Payne; review file		0.20	\$70.00
4/27/2005	CJ	Discuss file w/EMT; revised fax to Cary Payne		0.45	\$63.00
5/3/2005	EMT	p/c w/Meridith; p/c w/Cary Payne		0.20	\$70.00
5/3/2005	EMT	Review fax from Cary Payne		0.10	\$35.00
5/4/2005	EMT	Court appearance		0.50	\$175.00
5/5/2005	EMT	Review package from Elizabeth Brickfield; p/c w/Sharon Jaster; left message for Sharon (no charge)		0.50	\$175.00
5/9/2005	EMT	p/c w/Michael; review email from Michael		0.45	\$157.50
5/9/2005	EMT	p/c w/Sharon; review bank statement; p/c w/Elizabeth		0.75	\$262.50
5/11/2005	EMT	Review fax from Elizabeth; meeting w/Commissioner		1.50	\$525.00
5/12/2005	EMT	Review new statements		0.50	\$175.00
5/16/2005	EMT	p/c w/Sharon Jaster		0.10	\$35.00
5/17/2005	EMT	Left message for Elizabeth (no charge); read and respond to email from Michael		0.10	\$35.00
5/18/2005	EMT	Read and respond to email from Elizabeth		0.10	\$35.00
5/20/2005	CJ	p/c w/Angel		0.10	\$14.00
5/23/2005	EMT	Read and respond to email from Michael		0.10	\$35.00
5/31/2005	EMT	Review letter from Elizabeth; p/c w/Angel		0.25	\$87.50
6/1/2005	EMT	Review fax from Cary; left message from Cary (no charge); p/c w/Cary		0.40	\$140.00
6/3/2005	EMT	Left message from Sharon (no charge)			\$0.00
6/6/2005	EMT	p/c w/Sharon		0.10	\$35.00
6/8/2005	EMT	Discussed file w/Elizabeth		0.10	\$35.00
6/9/2005	EMT	Left message for Sharon (no charge)			\$0.00
6/16/2005	EMT	Left message for Cary (no charge)			\$0.00
6/17/2005	EMT	p/c w/Cary		0.10	\$35.00
6/21/2005	EMT	p/c w/Richardo		0.10	\$35.00
6/22/2005	EMT	Court appearance		1.00	\$350.00
6/23/2005	EMT	Review fax from Elizabeth; p/c w/Marc		0.20	\$70.00
7/12/2005	EMT	Review Tennessee attorney's correspondence		0.10	\$35.00
7/13/2005	EMT	p/c w/Mark's office		0.10	\$35.00
7/27/2005	EMT	p/c w/Cary		0.10	\$35.00
8/1/2005	EMT	p/c w/Commissioner's office		0.10	\$35.00
8/5/2005	CJ	p/c w/Commissioner's office		0.20	\$28.00
8/9/2005	CJ	p/c w/Michael		0.20	\$28.00
8/11/2005	EMT	p/c w/Michael; p/c w/Commissioner's office		0.45	\$157.50

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
8/15/2005	EMT	Review neo; review letter from Elizabeth to Cary		0.10	\$35.00
8/17/2005	EMT	Review email letter and California complaint		0.40	\$140.00
8/23/2005	EMT	p/c w/Sharon Jaster		0.20	\$70.00
8/25/2005	EMT	Meeting w/Commissioner Norheim		1.00	\$350.00
8/28/2005	EMT	Review e-mail from Michael		0.10	\$35.00
9/2/2005	EMT	Review e-mail from Michael; respond		0.20	\$70.00
9/12/2005	EMT	Review Notice of Taking Deposition		0.10	\$35.00
9/22/2005	EMT	Review Amended Notice of Taking Deposition		0.10	\$35.00
9/23/2005	LLR	Discussion w/Elyse Tyrell (no charge for Ms. Tyrell's time); organize file into euro file; fax to Elizabeth Brickfield		1.00	\$175.00
9/23/2005	EMT	Review fax		0.10	\$35.00
9/26/2005	EMT	Read and respond to email from Michael		0.10	\$35.00
9/29/2005	EMT	Review court minutes; fax to Cary; fax to Elizabeth		0.20	\$70.00
10/6/2005	CJ	Fax to Elizabeth		0.25	\$35.00
10/7/2005	EMT	Review and sign fax		0.10	\$35.00
10/18/2005	CJ	Fax to Elizabeth		0.25	\$35.00
10/19/2005	EMT	Message from Elizabeth (no charge)			\$0.00
10/20/2005	LLR	p/c w/Elizabeth's office; p/c w/Elizabeth		0.45	\$78.75
10/25/2005	EMT	p/c w/Cary; review objection; review second amended notice		0.20	\$70.00
11/4/2005	CJ	Discuss file w/Elyse M. Tyrell, Esq.; fax to accountant		0.40	\$56.00
11/4/2005	EMT	Court appearance; p/c w/Mark; review fax to Mark		0.25	\$87.50
11/5/2005	CJ	p/c w/Elizabeth Brickfield; p/c w/Guardianship Office; fax to Guardianship Office		0.45	\$63.00
11/9/2005	EMT	p/c w/Mark's office		0.10	\$35.00
11/16/2005	CJ	Fax to Mark Asheghian		0.25	\$35.00
11/16/2005	EMT	Review fax to Mark		0.10	\$35.00
1/5/2006	LLR	p/c w/Nicole		0.20	\$35.00
6/14/2007	EMT	p/c w/Cary Payne		0.10	\$35.00
6/27/2007	EMT	Review pleadings; court appearance; p/c w/Angel; p/c w/Michael		1.40	\$490.00
6/29/2007	EMT	Meeting w/Michael; review fax from Elizabeth		1.10	\$385.00
7/3/2007	DVW	Review notice of hearing		0.10	\$14.00
7/5/2007	EMT	p/c w/ Michael; meeting w/Jean; review two e-mails; respond		0.75	\$262.50
7/17/2007	EMT	p/c w/Angel; meeting w/Angel and Elizabeth		1.45	\$507.50
7/18/2007	EMT	p/c w/Michael and Caroline		0.20	\$70.00
7/18/2007	EMT	p/c w/Michael & Caroline		0.20	\$70.00
7/24/2007	EMT	p/c w/Cary Payne; p/c w/Angel's step-mother; prepare for court		1.75	\$612.50
7/25/2007	EMT	Court appearance		1.00	\$350.00
8/21/2007	EMT	p/c w/Elizabeth's office		0.20	\$70.00
8/22/2007	EMT	Review NEO		0.10	\$35.00
8/23/2007	EMT	Review documents provided by both parties; p/c w/Elizabeth; p/c w/Bob Ansara; p/c w/Cary Payne; p/c w/Margaret Spease; p/cw/Jimmy Perez.; p/c w/Maria Cabarillo; p/c w/Rick Orellano		6.50	\$2,275.00
8/28/2007	EMT	Review e-mail; res pond; review Reply		0.25	\$87.50
9/4/2007	EMT	p/c w/Cary		0.10	\$35.00
9/5/2007	DVW	Discuss file w/counsel; draft petition		1.50	\$210.00
9/5/2007	EMT	Court appearance		1.00	\$350.00
9/6/2007	EMT	Review and revise petition		1.00	\$350.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
9/10/2007	DVW	Draft order		1.00	\$140.00
9/10/2007	EMT	Revise and sign order; p/c w/Elizabeth Brickfield; p/c w/Gary Vandever		1.20	\$420.00
9/11/2007	EMT	Review returned, signed petition		0.10	\$35.00
9/12/2007	EMT	Review fax; review e-mail; respond; revise order		0.50	\$175.00
9/20/2007	EMT	p/c w/Angel		0.25	\$87.50
9/21/2007	DVW	Draft all setting pleadings for temporary guardianship		1.50	\$210.00
9/21/2007	EMT	Review fax		0.20	\$70.00
9/24/2007	EMT	Review e-mail; respond		0.10	\$35.00
9/25/2007	EMT	p/c w/Charles katz		0.10	\$35.00
9/28/2007	EMT	Review fax from Carey Payne		0.10	\$35.00
10/1/2007	EMT	Review e-mail; respond		0.10	\$35.00
10/3/2007	DVW	Letter to Gary Vandever and Charles Katz		0.50	\$70.00
10/4/2007	EMT	E-mail letter to Vandever and Katz; review and sign letter; review and sign NEO		0.25	\$87.50
10/9/2007	DVW	p/c w/client		0.10	\$14.00
10/9/2007	EMT	p/c w/Angel		0.20	\$70.00
10/10/2007	EMT	Meeting w/Mr. Ansara		0.75	\$262.50
10/17/2007	EMT	File order; review e-mail		0.25	\$87.50
10/18/2007	EMT	Review e-mail; respond		0.25	\$87.50
10/22/2007	EMT	p/c w/Robert Ansara		0.50	\$175.00
10/23/2007	DVW	Review e-mail; review file; scan and e-mail documents to client; review e-mail from client's office; respond		0.50	\$70.00
10/23/2007	EMT	Review e-mails; respond		0.20	\$70.00
10/29/2007	EMT	p/c w/Robert Ansara		0.20	\$70.00
10/31/2007	EMT	Review e-mail; respond		0.10	\$35.00
11/5/2007	EMT	Review correspondence from California attorney; scan and e-mail to Mr. Ansara; review e-mail from Mr. Ansara; respond		0.40	\$140.00
11/6/2007	EMT	Read and respond to email from Bob		0.10	\$35.00
11/8/2007	EMT	Review e-mail; respond		0.10	\$35.00
11/9/2007	EMT	p/c w/Bob Ansara		0.40	\$140.00
11/16/2007	EMT	Review e-mail; respond		0.20	\$70.00
12/26/2007	EMT	Review e-mail from Mr. Ansara; review fax		0.20	\$70.00
1/7/2008	EMT	Review e-mail; respond		0.20	\$70.00
1/22/2008	EMT	Read and respond to emails from Vandever		0.10	\$35.00
1/29/2008	EMT	p/c w/Bob Ansara		0.20	\$70.00
2/5/2008	EMT	Review letter from Katz		0.10	\$35.00
2/6/2008	DVW	Draft petition to abandon appeal		1.00	\$140.00
2/8/2008	DVW	Draft all setting pleadings		1.00	\$140.00
2/8/2008	EMT	Review and sign setting pleadings		0.10	\$35.00
2/11/2008	EMT	Review e-mail; respond		0.20	\$70.00
2/12/2008	EMT	Read and respond to email from Bob		0.20	\$70.00
2/25/2008	DVW	Review e-mail; discussion w/Ms. Tyrell; respond		0.20	\$28.00
2/25/2008	EMT	p/c w/Meredith Stowe		0.20	\$70.00
2/27/2008	EMT	Court appearance		1.00	\$350.00
2/28/2008	EMT	Revise order; scan and e-mail		0.40	\$140.00
3/3/2008	EMT	Review e-mail; respond		0.20	\$70.00
3/4/2008	EMT	Read and respond to email from Gary		0.10	\$35.00
3/10/2008	EMT	p/c w/Cary Payne		0.20	\$70.00
3/11/2008	EMT	p/c w/Cary Payne		0.20	\$70.00
3/17/2008	LLR	Review fax from Cary Payne; copy order for submission w/copy of Mr. Payne's letter; instructions to runner		0.25	\$43.75

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
3/24/2008	EMT	p/c w/Norman		0.10	\$35.00
3/26/2008	DVW	Discuss file w/EMT; revise order		0.20	\$28.00
3/26/2008	EMT	Discussions w/Cary Payne; discuss file w/staff; review and revise order; scan and email order		0.25	\$87.50
4/2/2008	EMT	Read and respond to email from Bandever		0.10	\$35.00
4/17/2008	EMT	Review e-mail; respond		0.10	\$35.00
4/28/2008	DVW	Draft petition		1.00	\$140.00
4/28/2008	EMT	Work w/assistant on petition		0.40	\$140.00
4/30/2008	DVW	Draft all setting pleadings		1.00	\$140.00
4/30/2008	EMT	Review and sign pleadings		0.20	\$70.00
5/5/2008	EMT	p/c w/Guardianship Commissioner's office		0.20	\$70.00
5/7/2008	EMT	Review e-mail		0.10	\$35.00
5/8/2008	DVW	E-mail to Guardianship Commissioner's office; fax to Cary Payne		0.40	\$56.00
5/12/2008	DVW	Review e-mails; respond		0.40	\$56.00
5/13/2008	DVW	Review email from Sara; email to Sara		0.20	\$28.00
5/16/2008	EMT	Review objection		0.10	\$35.00
5/20/2008	EMT	Review e-mail; respond		0.20	\$70.00
5/27/2008	EMT	Review e-mails; respond		0.20	\$70.00
6/16/2008	DVW	E-mail to Bob Ansara		0.25	\$35.00
6/16/2008	EMT	Review petition; p/c w/Cary		0.20	\$70.00
6/17/2008	EMT	Review e-mail; respond		0.10	\$35.00
6/18/2008	DVW	Draft objection w/Ms. Tyrell; p/c w/Mr. Ansara		1.20	\$168.00
6/18/2008	EMT	Work on objection w/assistant; p/c w/Mr. Ansara		0.90	\$315.00
6/23/2008	DVW	E-mail to Mr. Ansara; review and print e-mail from Mr. Ansara; review faxes from Cary Payne (2); second e-mail to Mr. Ansara		0.75	\$105.00
6/24/2008	EMT	Review fax		0.25	\$87.50
6/26/2008	EMT	p/c w/Guardianship Commissioner's office; p/c w/Guardianship Commissioner		0.20	\$70.00
6/27/2008	DVW	Draft report and recommendation		1.00	\$140.00
7/1/2008	EMT	Finalize report and recommendation		0.25	\$87.50
7/7/2008	EMT	Review fax from Meredith to Cary		0.10	\$35.00
7/14/2008	EMT	Review faxes		0.10	\$35.00
7/17/2008	EMT	Review e-mails; respond		0.20	\$70.00
8/19/2008	EMT	Review report and recommendation		0.20	\$70.00
8/19/2008	JB	Draft NEO		0.10	\$5.00
8/26/2008	EMT	Read and respond to emails from Bob		0.20	\$70.00
9/3/2008	EMT	Review letter from Gary Vandever; p/c w/Norman; p/c w/Cary; scan and email to Carey		0.25	\$87.50
9/5/2008	EMT	Scan and re-e-mail report and recommendation		0.20	\$70.00
9/12/2008	EMT	p/c w/Bob Ansara		0.20	\$70.00
10/6/2008	EMT	p/c w/client		0.10	\$35.00
12/4/2008	EMT	Review e-mail		0.20	\$70.00
1/30/2009	EMT	p/c w/Bob Ansara		0.25	\$87.50
2/4/2009	EMT	Fees charged for first account and report			\$1,500.00
2/4/2009	EMT	Review, scan and e-mail accounting to client		0.20	\$70.00
2/19/2009	EMT	p/c w/Ms. Brickfield's assistant		0.20	\$70.00
3/11/2009	DVW	Draft revised order		0.25	\$35.00
3/12/2009	DVW	Letter to Bob		0.25	\$35.00
3/18/2009	DVW	Letter to client		0.25	\$35.00
3/18/2009	EMT	Review and sign letter		0.10	\$35.00
3/26/2009	EMT	Review e-mails from client; respond		0.20	\$70.00

Fees (continued)

Date	Biller	Description	Code	Hours	Amount
3/27/2009	DVW	Discuss file w/Ms. Trent; draft objection; e-file and process		1.00	\$140.00
3/27/2009	EMT	Review objection; revise		0.25	\$87.50
4/1/2009	DVW	Letter to client		0.25	\$35.00
4/2/2009	EMT	p/c w/client; review and sign letter to client; court appearance		1.00	\$350.00
4/6/2009	LLR	p/c w/Bob Ansara; e-mail to Ms. Tyrell		0.20	\$35.00
4/7/2009	LLR	Review e-mail; forward to client		0.25	\$43.75
4/13/2009	DVW	Letter to client		0.25	\$35.00
4/13/2009	EMT	Review and sign letter		0.10	\$35.00
4/16/2009	PAT	p/c w/client		0.20	\$70.00
7/20/2009	EMT	Discussion w/Guardian		0.20	\$70.00
8/11/2009	EMT	Review e-mail; respond		0.10	\$35.00
10/16/2009	EMT	Review e-mail; respond		0.20	\$70.00
2/1/2010	EMT	Review email from Bob Ansara; discuss w/staff		0.50	\$175.00
2/1/2010	EMT	Review e-mail from Bob; forward accounting information to assistant		0.10	\$35.00
2/2/2010	EMT	Discuss file w/staff; review accounting; review, revise and sign second account and report and all setting pleadings		1.00	\$350.00
2/2/2010	DVW	Discuss file w/EMT; draft petition and all setting pleadings		1.50	\$210.00
2/10/2010	DVW	E-mail to Bob Ansara		0.20	\$28.00
2/11/2010	EMT	Review e-mails from Sara and Bob; respond		0.20	\$70.00
2/16/2010	DVW	Review e-mail from Bob; review file; respond to e-mail		0.25	\$35.00
2/16/2010	EMT	Review and sign accounting and setting pleadings		0.20	\$70.00
3/2/2010	DVW	Review court calendar; scan and e-mail to Guardianship Commissioner		0.25	\$35.00
3/3/2010	EMT	p/c w/Meredith		0.20	\$70.00
3/8/2010	EMT	Review and sign amended order		0.20	\$70.00
3/22/2010	DVW	Scan and e-mail to Bob Ansara		0.25	\$35.00
3/22/2010	EMT	Review and sign NEO		0.10	\$35.00
3/31/2010	DVW	Letter to Bob Ansara		0.25	\$35.00
5/21/2010	EMT	p/c w/Bob Ansara		0.20	\$70.00
6/2/2010	EMT	review e-mail from Bob; respond		0.20	\$70.00
6/8/2010	EMT	p/c w/Bob		0.20	\$70.00
10/1/2010	EMT	Review e-mail; respond		0.20	\$70.00
12/1/2010	DVW	Review information and e-mail from Mr. Ansara's assistant; reply		0.40	\$56.00
12/7/2010	DVW	Review emails from Sara; review accounting; draft third account and report; scan and email to Bob and Sara		3.00	\$420.00
12/7/2010	EMT	Review email from DW to Bob		0.20	\$80.00
12/7/2010	DVW	Review e-mails; draft third account and report and petition to abandon real property; e-mail to client		3.00	\$420.00
12/10/2010	EMT	Review e-mail from Bob to assistant		0.10	\$40.00
12/13/2010	DVW	Draft all setting pleadings; discuss file w/EMT		2.00	\$280.00
12/13/2010	EMT	Review, revise and sign all pleadings; discuss file w/DW; anticipated time for court appearance		2.00	\$800.00
1/24/2011	DVW	p/c w/Bob Ansara		0.20	\$28.00
5/18/2011	EMT	Review e-mails; respond		0.25	\$100.00
10/25/2011	EMT	Read and respond to email from Bob; review deed		0.20	\$80.00
10/27/2011	DVW	Email to Bob		0.25	\$35.00
10/27/2011	DVW	E-mail to Bob Ansara		0.10	\$14.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
11/2/2011	EMT	Fees charged for fourth account and report			\$1,500.00
SUBTOTAL:				106.90	\$32,652.75

Expenses

Date	Billor	Description	Code	Amount
1/6/2005	LLR	Copying costs to date		\$55.40
3/18/2005	LLR	Copying costs from 1/7/05 to date		\$49.80
3/18/2005	LLR	Postage costs		\$10.80
3/25/2005		Postage		\$2.40
4/8/2005		Postage		\$1.48
5/31/2005	LLR	Bounced check charges		\$25.00
9/23/2005	LLR	Euro file costs		\$18.50
11/1/2005		Postage		\$2.40
11/16/2005		Postage		\$1.48
1/19/2007		Postage		\$0.39
9/14/2007	EMT	Review signed order		\$0.10
9/21/2007	LLR	Runner costs		\$10.00
9/24/2007	DVW	Runner's service		\$10.00
9/24/2007	LLR	Runner costs		\$10.00
9/26/2007	DVW	Postage		\$59.40
9/26/2007	DVW	Runner's service		\$10.00
9/26/2007	LLR	Runner costs		\$10.00
9/26/2007	LLR	Runner costs		\$10.00
9/27/2007	LLR	Clark County Clerk		\$9.00
9/28/2007	DVW	Runner's service		\$10.00
9/28/2007	LLR	Runner costs		\$10.00
10/1/2007	DVW	Postage		\$4.10
10/4/2007	LLR	Runner costs		\$10.00
10/9/2007	DVW	Postage		\$6.38
10/18/2007	LLR	Runner costs		\$10.00
10/19/2007	LLR	Clark County Clerk		\$9.00
10/19/2007	LLR	Runner costs		\$10.00
10/22/2007	LLR	Postage costs		\$3.28
10/24/2007		Postage		\$0.58
2/11/2008	LLR	Runner costs		\$10.00
2/11/2008	LLR	Runner costs		\$10.00
2/13/2008	LLR	Runner costs		\$10.00
2/14/2008	LLR	Runner costs		\$10.00
2/15/2008	LLR	Postage costs		\$4.51
3/6/2008	LLR	Runner costs		\$10.00
3/17/2008	LLR	Runner costs		\$10.00
5/1/2008	LLR	Runner costs		\$10.00
5/2/2008	LLR	Runner costs		\$10.00
5/5/2008	LLR	Postage costs		\$4.10
5/5/2008	LLR	Runner costs		\$10.00
6/19/2008	LLR	Runner costs		\$10.00
6/20/2008	DVW	Postage		\$2.95
8/20/2008	LLR	Runner costs		\$10.00
8/26/2008	DVW	Postage		\$5.90
2/9/2009	LLR	Runner costs		\$10.00
2/9/2009	LLR	Runner costs		\$10.00
2/12/2009	LLR	Postage costs		\$16.80
2/12/2009	LLR	Runner costs		\$10.00

Expenses (continued)

Date	Billor	Description	Code	Amount
3/12/2009	LLR	Runner costs		\$10.00
3/13/2009	DVW	Postage		\$1.85
3/19/2009	LLR	Postage costs		\$0.42
3/20/2009	LLR	Runner costs		\$10.00
3/23/2009	LLR	Postage costs		\$5.90
3/27/2009	LLR	Wiznet filing costs		\$6.00
4/2/2009	LLR	Postage costs		\$2.10
4/6/2009	LLR	Postage costs		\$0.59
4/13/2009	DVW	Postage		\$0.59
2/17/2010	LLR	Runner costs		\$10.00
2/19/2010	DVW	Filing fee		\$12.72
2/23/2010	LLR	Electronic filing costs		\$6.36
2/26/2010	LLR	Postage costs		\$11.90
3/3/2010	LLR	Electronic filing costs		\$6.36
3/4/2010	LLR	Electronic filing costs		\$6.36
3/5/2010	LLR	Electronic filing costs		\$6.36
3/9/2010	LLR	Postage costs		\$4.40
3/10/2010	LLR	Runner costs		\$10.00
3/18/2010	LLR	Electronic filing costs		\$6.36
3/22/2010	LLR	Electronic filing costs		\$6.36
3/23/2010	LLR	Postage costs		\$6.10
4/6/2010	LLR	Postage costs		\$0.61
6/15/2010	LLR	Postage costs		\$0.88
10/4/2010	DVW	Clark County Clerk		\$20.00
10/6/2010	LLR	Runner costs		\$10.00
10/14/2010	LLR	Postage costs		\$0.61
12/13/2010	LLR	Electronic filing costs		\$7.42
12/14/2010	LLR	Electronic filing costs		\$3.71
12/17/2010	LLR	Postage costs		\$2.70
1/7/2011	LLR	Electronic filing costs		\$3.71
1/10/2011	LLR	Electronic filing costs		\$3.71
1/11/2011	DVW	Clark County Clerk		\$6.00
1/12/2011	DVW	Postage		\$6.10
1/12/2011	LLR	Runner costs		\$10.00
1/18/2011	DVW	Clark County Recorder		\$18.00
8/4/2011	LLR	Clark County Clerk		\$11.00
8/8/2011	LLR	Runner costs		\$10.00
8/15/2011	LLR	Postage costs		\$0.64
SUBTOTAL:				\$789.57

Payments

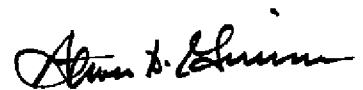
Date	Description	Code	Amount
5/24/2005	Payment received		(\$2,000.00)
5/25/2005	Fees paid		(\$750.00)
6/2/2005	Angel Echevarria, re-deposit of bounced check		(\$2,000.00)
11/21/2005	Fees paid		(\$7,744.37)
11/21/2005	Costs paid		(\$167.26)
7/18/2007	Fee payment (Michael/Caroline M. Yokr)		(\$2,000.00)
10/6/2008	Payment received		(\$500.00)
11/21/2008	Fee payment		(\$170.31)
11/21/2008	Cost payment		(\$329.69)
4/9/2010	Fee payment		(\$4,821.86)
4/9/2010	Cost payment		(\$178.14)

Payments (continued)

Date	Description	Code	Amount
SUBTOTAL:			\$20,661.63

Bill Summary

Previous Balance	\$0.00
Current Fees	\$32,652.75
Current Expenses	\$789.57
Current Other:	\$0.00
Current Payments	(\$20,661.63)
Total Amount Due	\$12,780.69



CLERK OF THE COURT

AFFOM

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
11920 Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
(702) 382-2210
(702) 382-9242 (fax)
elyse@probatelawlv.com
Attorney for the Guardian of the
Estate and Successor Trustee of
the Ward's Living Trust,
ROBERT L. ANSARA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department E

AFFIDAVIT OF MAILING

Date of Hearing: 11/23/11
Time of Hearing: 9:00 a.m.

STATE OF NEVADA)
: ss:
COUNTY OF CLARK)

DONNALYN WASANO, being first duly sworn according to law,
deposes and says:

On the 9th day of November, 2011, I personally placed in
envelopes, postage fully prepaid, first class postage thereon,
copies of the **Fourth Account and Report of Guardian and Petition**
for Payment of Fees, along with a copy of the **Notice**, addressed to
the persons whose names and addresses are set forth below, and
deposited the same in the Post Office at Las Vegas, Nevada, to-wit:

Robert L. Ansara
P.O. Box 30785
Las Vegas, NV 89173

1 Angel Echevarria
Anthony Echevarria
2 12 Desert Highlands Drive
Henderson, NV 89052
3
4 Michael Echevarria
120 Pana Drive
Hendersonville, TN 37075
5
6 Robert Echevarria
P.O. Box 5496
Mohave Valley, AZ 86446
7
8 Michael T. Echevarria
Tersa Echevarria
c/o Paula Cunningham
9 P.O. Box 341
La Canada, CA 91012
10
11 Ana Echevarria
Amanda Echevarria
c/o Angel Echevarria
12 12 Desert Highlands Drive
Henderson, NV 89052
13
14 Elizabeth Brickfield, Esq.
300 S. Fourth Street #1700
Las Vegas, NV 89101
15
16 Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212
17
18 Cary Colt Payne, Esq.
700 South Eighth Street
Las Vegas, NV 89101
19
20 Gary Vandever
501 Park Avenue, Suite B
Lebanon, TN 37087

21
22 There is a regular communication by mail between the Post

23

24

25

26

27

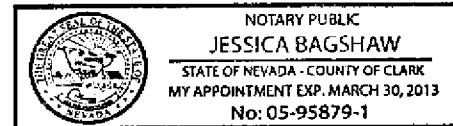
28

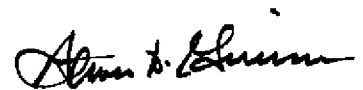
1 Office at Las Vegas, Nevada, and the addresses to which the above-
2 referenced documentation was mailed.

3
4 *D. Wasano*
5 DONNALYN WASANO

6
7
8 SUBSCRIBED and SWORN to before me
9 this 9th day of November, 2011.

10 *J.B.*
11 NOTARY PUBLIC in and for said
12 County and State





CLERK OF THE COURT

OBJ

Elizabeth Brickfield (NSB # 6236)
ebrickfield@lionelsawyer.com
LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
(702) 383-8888 (Telephone)
(702) 383-8845 (Fax)

Attorney for Guardian and Trustee
Angel Echevarria

DISTRICT COURT, FAMILY COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the Person
and Estate of

Case No. G 27262
Department F

JEAN R. ECHEVARRIA,
an adult ward.

**PARTIAL OBJECTION TO THE
FOURTH ACCOUNT AND REPORT OF
GUARDIAN**

Angel Echevarria, Guardian of the Person and Special Guardian of the Estate of Jean R. Echevarria and Trustee of the Jean R. Echevarria Trust dated May 30, 2000 files her partial objection to the Fourth Account and Report of Guardian. However, despite the Court's Order for payment of attorneys' fees and costs to Angel Echevarria's counsel by the Guardian of the Estate, to date, the Guardian of the Estate have yet to provide such payment. See Court Order Approving Attorney Fees and Authorizing Payment of Attorney Fees and Costs, attached as Exhibit 1. Angel Echevarria hereby requests a response from the Guardian of the Estate as to when she can anticipate receipt of payment of the above-mentioned attorneys' fees and costs and

///

///

///

///

///

///

1 requests that the Guardian of the Estate make such payments promptly.

2 Dated November 22, 2011.

3 LIONEL SAWYER & COLLINS

4
5 By: 

6 Elizabeth Brickfield (NSB # 6236)
7 1700 Bank of America Plaza
8 300 South Fourth Street
9 Las Vegas, Nevada 89101

10 Attorneys for Guardian and Trustee Angel
11 Echevarria
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

CERTIFICATE OF MAILING

I hereby certify that on November 22, 2011, I deposited true and correct copies of the
PARTIAL OBJECTION TO THE FOURTH ACCOUNT AND REPORT OF GUARDIAN in
the United States mail, postage prepaid at Las Vegas, Nevada, addressed to the following:

Elyse M. Tyrell, Esq.
TRENT, TYRELL & ASSOCIATES
11920 Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141


An Employee of
LIONEL SAWYER & COLLINS

IN THE SUPREME COURT OF THE STATE OF NEVADA

In the Matter of: THE GUARDIANSHIP
OF THE PERSON AND ESTATE OF
JEAN RUTH ECHEVARRIA, AN ADULT
WARD,

Case No: G027262
SC Case No: 65598

MICHAEL A. ECHEVARRIA,
Appellant

vs.
ROBERT L. ANSARA; AND ANGEL
ECHEVARRIA,
Respondents,

RECORD ON APPEAL VOLUME 6

ATTORNEY FOR APPELLANT
MICHAEL ECHEVARRIA,
PROPER PERSON
10632 PENROSE ST.
SUN VALLEY, CA 91352

ATTORNEY FOR RESPONDENT
ELYSE M. TYRELL, ESQ.
11920 SOUTHERN HIGHLANDS PKY.,
STE. 201
LAS VEGAS, NV 89141

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1 **IT IS HEREBY ORDERED** that the date for hearing of the Motion to Stay
2 Enforcement of Judgment and Expunge Lien presently scheduled to be heard on Wednesday,
3 August 22, 2007 at 9:00 a.m. be heard on Wednesday, August 29, 2007 at 9:00 a.m.

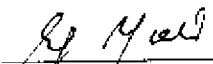
4 DATED this 16 day of August, 2007.

5 
6 DISTRICT COURT JUDGE

7 Respectfully submitted

T. ARTHUR RITCHIE, JR.


8 LIONEL SAWYER & COLLINS

9
10 By: 
11 Elizabeth Brickfield, Esq.
12 Meredith Stow, Esq.
13 1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
Attorneys for Guardian and Trustee, Angel Echevarria

14 **CERTIFICATE OF SERVICE**

15 I hereby certify that I am an employee of Lionel Sawyer & Collins, over the age of 18
16 years, and not a party to nor interested in the within action; that on the 16 day of August, 2007
17 served the document described as **STIPULATION AND ORDER** on the following individual:
18

19 Elyse Tyrell, Esq.
20 Trent & Associates
11920 Southern Highlands Parkway, Ste 200
Las Vegas, NV 89141

21
22 
23
24 An employee of Lionel Sawyer & Collins

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding documents entitled,

Stipulation and Order Moving Hearing for Motion to Stay Enforcement of Judgment . . .

as filed in Family Court-District Court as Case number G 27262 in Department II

☒ Does not contain the social security number of any person.

- OR -

☐ Contains the social security number of a person as required by:

A. A specific state or federal law, to wit:

(State specific law)

- OR -

B. For the administration of a public program or for an application
for a federal or state grant.

Signature

ELIZABETH BRICKFIELD, ESQ.

Print Name

August 9, 2007

Date

FILED

AUG 21 8 45 AM '07

CLERK OF THE COURT

SAO
Elizabeth Brickfield, Esq. (NSB# 6236)
Meredith Stow, Esq., (NSB# 9203)
LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
(702) 383-8888 (Telephone)
(702) 383-8845 (Fax)
Attorneys for Guardian and Trustee, Angel Echevarria

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the Person and Estate of	Case No. G 27262 Department: H
JEAN R. ECHEVARRIA, an adult Ward.	Date: August 29, 2007 Time: 9:00 a.m.

STIPULATION AND ORDER

PLEASE TAKE NOTICE, at the request of Counsel for Michael Echevarria, Cary Colt Payne, Esq., the parties, by and through their respective undersigned counsel hereby agree and stipulate that the Motion to Stay Enforcement of Judgment and Expunge Lien presently scheduled to be heard on Wednesday, August 22, 2007 at 9:00 a.m. be moved and heard on Wednesday, August 29, 2007 at 9:00 a.m.

DATED this 13 day of August, 2007.

Cary Colt Payne, Esq.

By: [Signature]
700 South Eighth Street
Las Vegas, Nevada 89101
Counsel for Michael Echevarria

LIONEL SAWYER & COLLINS

By: [Signature]
Elizabeth Brickfield, Esq.
Meredith Stow, Esq.
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
Attorneys for Guardian and Trustee,
Angel Echevarria

GUARDIANSHIP
AUG 16 2007
RECEIVED
LIONEL SAWYER & COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 383-8888



1 **IT IS HEREBY ORDERED** that the date for hearing of the Motion to Stay
2 Enforcement of Judgment and Expunge Lien presently scheduled to be heard on Wednesday,
3 August 22, 2007 at 9:00 a.m. be heard on Wednesday, August 29, 2007 at 9:00 a.m.

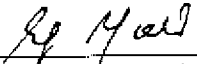
4 DATED this 16 day of August, 2007.

5 
6 DISTRICT COURT JUDGE

7 Respectfully submitted

T. ARTHUR RITCHIE, JR.


8 LIONEL SAWYER & COLLINS

9
10 By: 
11 Elizabeth Brickfield, Esq.
12 Meredith Stow, Esq.
13 1700 Bank of America Plaza
14 300 South Fourth Street
15 Las Vegas, Nevada 89101
16 Attorneys for Guardian and Trustee, Angel Echevarria

17 **CERTIFICATE OF SERVICE**

18 I hereby certify that I am an employee of Lionel Sawyer & Collins, over the age of 18
19 years, and not a party to nor interested in the within action; that on the 16th day of August, 2007
20 served the document described as **STIPULATION AND ORDER** on the following individual:

21 Elyse Tyrell, Esq.
22 Trent & Associates
23 11920 Southern Highlands Parkway, Ste 200
24 Las Vegas, NV 89141

25 
26 An employee of Lionel Sawyer & Collins

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding documents entitled,
Stipulation and Order Moving Hearing for Motion to Stay Enforcement of Judgment . . .
as filed in Family Court-District Court as Case number G 27262 in Department H

☒ Does not contain the social security number of any person.

- OR -

☐ Contains the social security number of a person as required by:

A. A specific state or federal law, to wit:

(State specific law)

- OR -

B. For the administration of a public program or for an application
for a federal or state grant.

Signature

August 9, 2007
Date

ELIZABETH BRICKFIELD, ESQ.
Print Name

ORIGINAL

FILED

AUG 27 3 59 PM '07

Cheryl Stow
CLERK OF THE COURT

1 RPL

2 Lionel Sawyer & Collins
3 Elizabeth Brickfield, Bar No. 6236
4 Meredith Stow, Bar No. 9203
5 300 South 4th Street
6 Las Vegas, NV 89101
7 (702) 383-8888 (phone)
8 Attorney for Guardian and Trustee Angel Echevarria

DISTRICT COURT

CLARK COUNTY, NEVADA

9 In the Matter of the Guardianship of the)
10 Person and Estate of)

Case No.: G 27262

Dept. No.: H

11 JEAN R. ECHEVARRIA,)

12 an adult ward.)

Date of Hearing: August 29, 2007

Time of Hearing: 10:00 a.m.

13
14 **REPLY IN SUPPORT OF MOTION TO STAY ENFORCEMENT OF JUDGMENT AND**
15 **EXPUNGE LIEN**

16 Angel Echevarria, Guardian of the Person and Special Guardian of the Estate of Jean R.
17 Echevarria (the "Ward"), and Trustee of the Jean R. Echevarria Trust, dated May 30, 2000, (the
18 "Trust"), by and through her counsel, Elizabeth Brickfield, Esq., and Meredith Stow, Esq., of the law
19 firm of Lionel Sawyer & Collins, hereby replies in support of her Motion To Stay Execution of
20 Judgment and To Expunge Lien.

21 I. Introduction

22 1. The Ward's son, Michael Echevarria ("Michael"), incorrectly cites to NRS 17.350
23 to support his theory that the Ward's property may be encumbered and his Tennessee judgment
24 against his mother executed, even though the Ward has appealed the Tennessee judgment and posted
25 a supersedeas bond of \$679,995.88.

26 2. NRS 17.370 requires that execution of Michael's foreign judgment be stayed until
27 the Tennessee appeal is concluded. Michael is trying to foreclose on his mother's house in violation
28 of NRS 17.370.

1 II. NRS 17.370 Forbids Execution Of A Foreign Judgment When An Appeal Has Been
2 Filed In The Foreign Court.

3 3. NRS 17.370(1) states:

4 "If the judgment debtor shows the court that an **appeal is pending** or will be taken,
5 or that a stay of execution has been granted, the court shall **stay enforcement of the foreign**
6 **judgment** until the appeal is concluded, the time for appeal expires or the stay of execution expires
7 or is vacated, upon proof that the judgment debtor has **furnished the security** for the satisfaction
8 of the judgment required by the state in which it was rendered." (Emphasis added)

9 4. The Ward filed an appeal of Michael's judgment and posted a supersedeas bond for
10 \$679,995.88 on June 8, 2007 with the State of Tennessee, 15th Judicial District Court. See, Appeal
11 Bond, attached as Exhibit 1. The Appeal Bond states that this amount is conditioned to secure
12 "payment of the judgment, interest, damages for delay, and costs on appeal," and the "bond is for
13 **stay of a judgment** directing the payment of money." Id. (Emphasis added) The Tennessee court
14 accepted the Ward's bond, and under NRS 17.370(1), this Court must likewise stay execution of
15 Michael's judgment.

16 5. Michael claims that the Ward is not entitled to a stay of execution of the foreign
17 judgment, but rather that this Court may exercise discretion whether or not to grant the stay and, if
18 a stay is granted, to determine the amount of the supersedeas bond. While this is true of Nevada
19 judgments, it is not true for foreign judgments, which are governed by the Nevada Uniform
20 Enforcement of Foreign Judgments Act. Michael cites only to cases in which Nevada courts may
21 determine whether to grant a stay of execution to Nevada judgments. In the Nevada Uniform
22 Enforcement of Foreign Judgments Act, NRS 17.370 specifically directs the Nevada courts to stay
23 execution of foreign judgments when appeals have been filed and bonds posted with the states which
24 entered the judgment.

25 6. There has not been any specific analysis of NRS 17.370 in Nevada law, although
26 other jurisdictions have articulated this rule in connection with the Uniform Enforcement of Foreign
27 Judgments Act. For example, in Sheet Metal Workers' National Pension Fund v. Metals and
28 Machining Fabrications, Inc., 637 F. Supp. 50, (D.C. 1986), the Court noted that plaintiffs could not
execute on their District of Columbia judgment in the State of Washington, where the judgment
debtor's assets were located, because an appeal was pending and under the Uniform Enforcement

1 of Foreign Judgments, "a stay of execution will be granted there upon showing that the defendant"
2 furnished the security. In Stookey v. Teller Training Distributors, Inc., 1997 U.S. App. LEXIS 772
3 (9th Cir. 1997), the Ninth Circuit noted that "when a judgment debtor demonstrates that an appeal
4 from a foreign judgment is pending, the court shall stay enforcement of that judgment until the
5 appeal is concluded."

6 III. Michael Must Bring Any Alleged Problems With The Ward's \$679,995.88
7 Supersedeas Bond Before The Tennessee Court That Heard The Trial And Issued
8 The Judgment, Not This Court.

9 7. Michael alleges there are problems with the Ward's Tennessee Appeal Bond.
10 However, this Court does not have jurisdiction to decide if there are any problems with the Ward's
11 \$679,995.88 Tennessee supersedeas bond. The Nevada Uniform Enforcement of Foreign Judgments
12 Act requires the court to grant a stay of execution when, as here, the defendant has "furnished the
13 security for the satisfaction of the judgment **required by the state in which it was rendered.**"
(Emphasis added).

14 8. The Tennessee Court determined the amount of security needed for the satisfaction
15 of the judgment and accepted the Ward's Appeal Bond. This Court lacks jurisdiction to require the
16 Ward to post a supersedeas bond in this Court. See, Sheet Metal Workers' National Pension Fund
17 v. Metals and Machining Fabrications, Inc., 637 F. Supp. 50 (D.C. 1986); Lipton v. Schmertz, 68
18 F.R.D. 249, 1974 U.S. Dist. LEXIS 6527 (S.D.N.Y. 1974). In Lipton, a New York court held that
19 because an appeal of the California judgment was currently pending, the New York court did not
20 have jurisdiction to enforce the foreign judgment in New York, allow an attachment of defendants'
21 property based on the foreign judgment, or rule that the supersedeas bond for the foreign judgment
22 was insufficient security. Lipton v. Schmertz, 68 F.R.D. 250. The plaintiffs had to bring any
23 challenges to the supersedeas bond in California, where the judgment was entered, not in New York.
24 Id.

25 9. Here, Michael has brought no petition to the Tennessee court to challenge the Appeal
26 Bond or the Tennessee Court's determination of the amount.

27 ///

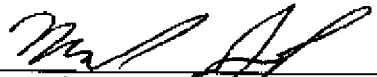
28 ///

1 IV. Conclusion

2 10. The Ward has appealed Michael's foreign judgment and provided the required
3 supersedeas bond, and she is entitled to a stay of enforcement under NRS 17.370. Michael should
4 not be allowed to foreclose on his mother's house in violation of the Nevada Uniform Enforcement
5 of Foreign Judgments Act.

6 Dated this 2 day of July, 2007.

7
8 LIONEL SAWYER & COLLINS

9 By 
10 Elizabeth Brickfield, Bar No. 6236
11 Meredith Stow, Bar No. 9203
12 Lionel Sawyer & Collins
13 300 South Fourth Street, Suite 1700
14 Las Vegas, Nevada 89101
15 Attorneys for Guardian and Trustee Angel Echevarria
16
17
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21
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28


CERTIFICATE OF SERVICE

I hereby certify that on the 27 day of August, 2007, service of the foregoing REPLY IN SUPPORT OF MOTION TO STAY ENFORCEMENT OF JUDGMENT AND EXPUNGE LIEN was made by U. S. Mail addressed to the following address:

Elyse Tyrell, Esq.
Trent Tyrell & Phillips
11920 Southern Highlands Parkway, Suite 200
Las Vegas, NV 89141
Guardian Ad Litem

Cary Colt Payne, Esq.
700 S. Eighth Street
Las Vegas, NV 89101
Counsel for Michael Echevarria

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052



An Employee of Lionel Sawyer & Collins

EXHIBIT "1"

STATE OF TENNESSEE 15 TH JUDICIAL DISTRICT CHANCERY COURT	APPEAL BOND	CASE FILE NUMBER 04-418
APPELLANT (Party appealing) THE MILL AT LEBANON, LLC THE JEAN R ECHEVARRIA TRUST JEAN ECHEVARRIA, Individually		APPELLEE MICHAEL A ECHEVARRIA
APPEAL TO: <input checked="" type="checkbox"/> Court of Appeals <input type="checkbox"/> Supreme Court	BOND AMOUNT \$679,995.88	DATE BOND EXECUTED

BOND

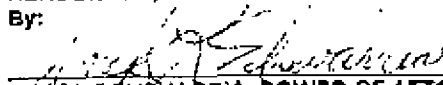
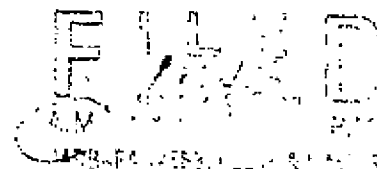
We, the undersigned, agree to pay MICHAEL A ECHEVARRIA

An amount not to exceed the bond amount indicated if so ordered. This bond is conditioned to secure:

☐ Costs (See T.R.A.P. 8.)

☒ Payment of the judgment, interest, damages for delay, and costs on appeal. (This clause should be checked if bond is for stay of a judgment directing the payment of money; See T.R.C.P. 62.05)

☐ Obedience to the judgment and payment for the use, occupancy, detention, and damage or waste of the property from the time of appeal until delivery of possession of the property, and costs on appeal. (This clause should be checked if bond is for stay of a judgment ordering the assignment, sale, delivery, or possession of personal or real property; See T.R.C.P. 62.05)

PRINCIPAL (Name, Address, Signature) JEAN ECHEVARRIA 12 DESERT HIGHLAND DRIVE HENDERSON, NEVADA 89052 By:  ANGEL ECHEVARRIA, POWER OF ATTORNEY for JEAN RUTH ECHEVARRIA, TRUSTEE of the JEAN RUTH ECHEVARRIA TRUST	SURETY (Name, Address, Signature) 
--	---

PROPERTY BOND STATEMENT

I solemnly swear that I own the following property in the county indicated and that this property is free and unencumbered and is worth approximately the amount indicated. I pledge this property to secure this obligation under the conditions set forth above.


COUNTY: SAN MATEO, CALIFORNIA APPROXIMATE VALUE: 20,000.00

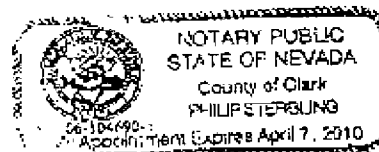
DESCRIPTION OF PROPERTY: (Copy of deed must be attached.)

STATE OF NEVADA
COUNTY OF CLARK

Sworn to & subscribed before me this date 8TH day of June 2007 by ANGEL ECHEVARRIA, POWER OF ATTORNEY FOR JEAN RUTH ECHEVARRIA, TRUSTEE OF THE JEAN RUTH ECHEVARRIA TRUST

My Commission Expires: 4-7-2010


NOTARY PUBLIC



AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding REPLY IN SUPPORT OF MOTION TO STAY ENFORCEMENT OF JUDGMENT AND EXPUNGE LIEN filed in or submitted for District Court Case number G27262.

☒ Does not contain the social security number of any person.

-OR-

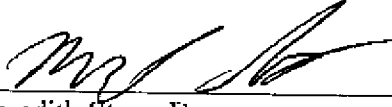
☐ Contain the social security number of a person as required by:

A. A specific state or federal law, to wit: _____

-OR-

B. For the administration of a public program or for an application of a federal or state grant.

Dated this 27 day of August, 2007.



Meredith Stow, Esq.
Lionel Sawyer & Collins

ORIGINAL

FILED

SEP 21 3 49 PM '07

Craig Ellis
CLERK OF THE COURT

1 CIT
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & PHILLIPS
5 11920 So. Southern Highlands
6 Parkway, Suite 200
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 Attorney for the Petitioner,
10 ROBERT L. ANSARA

DISTRICT COURT
CLARK COUNTY, NEVADA

046027262

9 In the Matter of the Guardianship) CASE NO. 04-0002
10 of the person and estate of) Dept No. H
11 JEAN RUTH ECHEVARRIA, an Adult Ward.) Family Court

CITATION TO APPEAR AND SHOW CAUSE

Date of Hearing: 10/17/07
Time of Hearing: 9:00 a.m.

14 TO: THE PEOPLE OF THE STATE OF NEVADA; AND

15 TO: JEAN RUTH ECHEVARRIA, and all persons having the care, custody
16 and control of the said JEAN RUTH ECHEVARRIA:

17 YOU ARE HEREBY CITED and required to appear before a Judge of
18 this Court at the date, time and place specified below and to show
19 cause, if any, why you, JEAN RUTH ECHEVARRIA, should not be
20 declared to be incompetent to manage your own personal and
21 financial affairs and to further show cause, if any, why ROBERT L.
22 ANSARA should not be appointed to act as General Guardian of your
23 person and estate.

24 YOU ARE NOTIFIED that the Guardian will have the management
25 and control of your person and estate. You have a right to oppose
26 this Petition at the hearing and a right to be represented by an
27 attorney, who may be appointed by the Court if you are unable to

CE24

MC

1 retain one.

2 THIS CITATION is based upon the verified Petition for
3 Appointment of Temporary and General Guardian filed by the said
4 ROBERT L. ANSARA.

5 DATE AND TIME OF COURT APPEARANCE

6 Wednesday, 9:00 o'clock a.m.
7 October 17, 2007, in Department H of the Family Court and
8 Service Center, in and for the County of Clark
9 Family Court and Service Center
601 North Pecos
Las Vegas, Nevada 89101-2417

10 DATED this _____ day of September, 2007.

11 CLARK COUNTY CLERK

12 By: *Joanne Kriz*
13 Deputy Clerk

14 JOANNE KRIZ

14 TRENT, TYRELL & PHILLIPS

15 *Elyse M. Tyrell*
16 ELYSE M. TYRELL, ESQ.
17 11920 So. Southern Highlands
18 Parkway, Suite 200
19 Las Vegas, Nevada 89141
20 Attorney for the Petitioners
21
22
23
24
25
26
27
28

FILED

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CR
CLERK OF THE COURT

PAG

1 ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
2 TRENT, TYRELL & PHILLIPS
11920 So. Southern Highlands
3 Parkway, Suite 200
Las Vegas, Nevada 89141
4 (702) 382-2210
Attorney for the Petitioner,
5 ROBERT L. ANSARA

DISTRICT COURT
CLARK COUNTY, NEVADA

8 In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
9 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H

PETITION FOR APPOINTMENT OF TEMPORARY AND GENERAL GUARDIAN

11 COMES NOW, the Petitioner, ROBERT L. ANSARA, whose Petition
12 respectfully represents the following to this Honorable Court:

13 1. ROBERT L. ANSARA is a resident of this State of Nevada,
14 his mailing address being P.O. Box 30785, Las Vegas, Nevada, 89173.

15 2. JEAN RUTH ECHEVARRIA is a resident of Clark County,
16 Nevada and is currently residing at 12 Desert Highlands Drive,
17 Henderson, Clark County, Nevada, 89052.

18 3. JEAN RUTH ECHEVARRIA is eighty (80) years of age, his
19 date of birth being February 12, 1927.

20 4. Petitioner believes that the ward receives monthly income
21 from her commercial property located in the State of California, in
22 the approximate sum of \$9,000.00.

23 5. Petitioner has been informed that the proposed ward
24 suffers from Dementia, as a result of which she is unable to manage
25 her own personal and financial affairs.

26 6. Petitioner has been informed that a temporary
27

1 guardianship in this matter is necessary due to the fact that the
2 proposed ward is unable to respond to substantial and immediate
3 risk of financial loss.

4 7. Further, Petitioner reports that the following
5 circumstances have occurred which necessitate this instant
6 proceeding:

7 a. As the court is aware, this is a highly contentious
8 case which has been brought to this court's attention for various
9 reasons. The most recent filings having been submitted by the
10 ward's daughter, Angel Echevarria, in the form of a Motion to Stay
11 Enforcement of Judgment and Expunge Lien, an Opposition to that
12 motion having been filed by the ward's son, Michael Echevarria.
13 Further, Michael Echevarria filed for the court's consideration a
14 Petition to Issue Citations, Show Cause for Removal of Guardian,
15 Account, Turn Over Property, Surcharge, Etc., an Objection to that
16 petition having been filed by the ward's daughter, Angel
17 Echevarria. Due to these most recent filings, the involvement of
18 the ward's Guardian Ad Litem, Elyse M. Tyrell, Esq., was sought so
19 as to determine what was in the best interest of the adult ward and
20 her guardianship estate. After meeting with the ward and her
21 various family members, reviewing the pleadings on file herein and
22 reviewing all of the correspondence from the ward's family, on the
23 5th day of September, 2007, the Guardian Ad Litem offered a report
24 and recommendation to the court which recommended that your
25 Petitioner, Robert L. Ansara, be appointed as the Successor
26 Guardian of the ward's guardianship estate.

27 b. Due to the extent and nature of this case,
28

1 Petitioner fears that, should he not be appointed to serve as the
2 ward's temporary guardian, pending his appointment as the ward's
3 general guardian, the ward will be at risk for further financial
4 loss.

5 8. To Petitioner's knowledge, the proposed ward has the
6 following relatives, to-wit:

<u>Name and Address</u>	<u>Relationship</u>	<u>Contacted</u>
7 Angel Echevarria	Daughter/Guardian of	Contacted
8 Anthony Echevarria	the ward's person	
9 12 Desert Highlands Drive	Grandson/Minor	
10 Henderson, NV 89052		
11 Michael Echevarria	Son	Contacted
12 120 Pana Drive		
13 Hendersonville, TN 37075		
14 Robert Echevarria	Son	Not
15 P.O. Box 5496		Contacted
16 Mohave Valley, AZ 86446		
17 Michael T. Echevarria	Grandson	Not
18 Tessa Echevarria	Granddaughter	Contacted
19 c/o Paula Cunningham		
20 P.O. Box 341		
21 La Canada, CA 91012		
22 Ana Echevarria	Granddaughter	Not
23 Amanda Echevarria	Granddaughter	Contacted
24 c/o Angel Echevarria		
25 12 Desert Highlands Drive		
26 Henderson, NV 89052		

27 9. Your Petitioner is competent and capable of acting as
28 the Temporary and General Guardian of the estate of JEAN RUTH
ECHEVARRIA, and hereby consents to act in this capacity. The name
of the person for whom Letters of Temporary and General
Guardianship are requested in this matter is ROBERT L. ANSARA,
whose address is set forth above.

10. Petitioner would request that he be authorized and

1 granted access to any and all historical account information for
2 any and all of the adult ward's assets for investigative purposes.

3 11. Petitioner confirms that he has not been convicted of a
4 felony or judicially nor have been determined to have committed
5 abuse, neglect or exploitation of a child, spouse, parent or other
6 person.

7 12. Petitioner reports that the adult ward is not a party to
8 any criminal proceedings and that this guardianship is not being
9 sought in order to initiate any type of criminal proceeding or any
10 civil action or litigation.

11 13. Petitioner confirms that he has not been suspended for
12 misconduct or disbarred from the practice of law, the practice of
13 accounting, or any other profession that involves or may involve
14 the management or sale of money, investments, securities or real
15 property, or one that requires licensure in this state or any other
16 state.

17 14. Petitioner reports that the instant proceeding is not
18 being sought in order to apply for Medicaid benefits for the adult
19 ward.

20 WHEREFORE, Petitioner prays as follows:

21 1. That this Honorable Court enter its Order appointing him
22 to act as Temporary Guardian of the estate of JEAN RUTH ECHEVARRIA.

23 2. That a hearing be held within ten (10) days in order to
24 determine the need to extend this temporary guardianship
25 proceeding.

26 3. That Petitioner be authorized and granted access to any
27 and all historical account information for any and all of the adult
28

ward's assets for investigative purposes.

4. That a citation be issued by the clerk of the court to the said proposed ward requiring her appear at the date, time, and place specified therein and show cause, if any, why your Petitioner should not be appointed to act as the General Guardian of the estate of the above-named adult ward.

5. That, upon the hearing of this matter, Petitioner be appointed to act as General Guardian of the ward's estate and that Letters of Guardianship issue to Petitioner upon him taking the oath of office as required by law, without bond.

6. For such other and further relief as the Court may deem just and proper in the premises.


ROBERT L. ANSARA

STATE OF NEVADA)
 : SS:
COUNTY OF CLARK)

ROBERT L. ANSARA, being first duly sworn, deposes and says:

That he has read the foregoing Petition for Appointment of Temporary and General Guardian and knows the contents thereof; that the same is true of his own knowledge except as to those matters

1 therein contained upon information and belief, and as to those
2 matters, he believes them to be true.


3
4 
5 ROBERT L. ANSARA

6 SUBSCRIBED and SWORN to before me
7 this 20th day of September, 2007.



8 
9 NOTARY PUBLIC in and for said
10 County and State

11 TRENT, TYRELL & PHILLIPS

12 
13 ELYSE M. TYRELL, ESQ.
14 11920 So. Southern Highlands
15 Parkway, Suite 200
16 Las Vegas, Nevada 89141
17 Attorney for the Petitioners
18
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ORIGINAL

1 ORDR
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & PHILLIPS
5 11920 So. Southern Highlands
6 Parkway, Suite 200
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 Attorney for the Petitioner,
10 ROBERT L. ANSARA

FILED
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CLERK

TURT

DISTRICT COURT
CLARK COUNTY, NEVADA

11 In the Matter of the Guardianship) CASE NO. G 27262
12 of the person and estate of) Family Court
13 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H
14)

15 ORDER APPOINTING TEMPORARY GUARDIAN AND ORDER SETTING
16 HEARING FOR EXTENSION OF TEMPORARY GUARDIANSHIP

17 Upon review of the verified Petition for Appointment of
18 Temporary and General Guardian submitted by ROBERT L. ANSARA;
19 said application requested that Petitioner be appointed to act as
20 Temporary Guardian of the estate of JEAN RUTH ECHEVARRIA, an adult
21 ward; the Court having considered the same and good cause appearing
22 therefor,

23 NOW, THEREFORE, IT IS HEREBY ORDERED that the said ROBERT
24 L. ANSARA be, and he is hereby appointed to act as Temporary
25 Guardian of the estate of JEAN RUTH ECHEVARRIA, a resident of this
26 State, and that Temporary Letters of Guardianship shall issue to
27 the said ROBERT L. ANSARA, upon his taking the oath of office as
28 required by law, without bond; and it is

FURTHER ORDERED that a hearing of this matter shall be held
on Wednesday, the 26th day of September, 2007, at the hour of 9:00
o'clock a.m. of said day, in Department H, at which time a
determination shall be made concerning the necessity to extend this



1 temporary guardianship proceeding.

2 DATED and DONE this 24 day of September, 2007.

3

4

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TRENT, TYRELL & PHILLIPS

6

7

Elyse M. Tyrell
ELYSE M. TYRELL, ESQ.
11920 So. Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
Attorney for the Petitioner

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T. Arthur Ritchie, Jr.
DISTRICT COURT JUDGE
for **T. ARTHUR RITCHIE, JR.**

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NOTC
Guardianship Office

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[Signature]
CLERK OF THE COURT

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship of the
Person and Estate of:

Jean Ruth Echevarria
An Adult.

Case No.: G 04-6-027262
Dept. No. H

NOTICE TO CLERK:

RE: HEARING FOR EXTENSION OF TEMPORARY GUARDIANSHIP

An Order for Temporary Guardianship has been approved by the Court and filed in the above entitled matter. Pursuant to NRS 159.052, the clerk is requested to calendar this matter for an extension of temporary guardianship within the statutory 10-day period of hearing.

Therefore, the hearing for the Extension of Temporary Guardianship is set at 9:00am on Wednesday, September 26, 2007, in Courtroom 20.

Guardian: Robert Ansara
Angel Echevarria

Attorney: Elyse Tyrell, Elizabeth Brickfield, Caren Parne

A citation will be issued setting this matter for a hearing regarding a permanent guardianship before:

Family Division
601 North Pecos
Las Vegas, NV 89101-2408

Dated this 24 day of Sept, 2007.

RECEIVED

SEP 25 2007

CLERK OF THE COURT

[Signature]
Guardianship Office

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C. R. [Signature]
CLERK OF THE COURT

1 **ORDER**
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & PHILLIPS
5 11920 So. Southern Highlands
6 Parkway, Suite 200
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 Attorney for the Petitioner,
10 ROBERT L. ANSARA

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H

ORDER EXTENDING TEMPORARY GUARDIANSHIP

Date of Hearing: 09/26/07
Time of Hearing: 9:00 a.m.

UPON GOOD CAUSE APPEARING:

IT IS HEREBY ORDERED that the temporary guardianship authority
of ROBERT L. ANSARA, currently in full force and effect for the estate
of JEAN RUTH ECHEVARRIA be, and the same is hereby extended to the
26th day of October, 2007.

DATED and DONE this 26th day of September, 2007.

[Signature]
DISTRICT JUDGE

for **T. ARTHUR RITCHIE, JR.**

TRENT, TYRELL & PHILLIPS

Elyse M. Tyrell

ELYSE M. TYRELL, ESQ.
11920 So. Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
Attorney for the Temporary
Guardian

GUARDIANSHIP

SEP 25 2007

RECEIVED

1 NEO
 2 ELYSE M. TYRELL, ESQ.
 3 Nevada Bar No: 5531
 4 TRENT, TYRELL & PHILLIPS
 5 11920 So. Southern Highlands
 6 Parkway, Suite 200
 7 Las Vegas, Nevada 89141
 8 (702) 382-2210
 9 Attorney for the Petitioner,
 10 ROBERT L. ANSARA

FILED

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CRP
 CLERK OF THE COURT

DISTRICT COURT
 CLARK COUNTY, NEVADA

8 In the Matter of the Guardianship) CASE NO. G 27262
 9 of the person and estate of) Family Court
 10 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H

NOTICE OF ENTRY OF ORDER

12 TO: ALL PERSONS INTERESTED IN THE ABOVE-REFERENCED GUARDIANSHIP:
 13 YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that an Order
 14 Appointing Temporary Guardian and Order Setting Hearing for
 15 Extension of Temporary Guardianship, a copy of which is attached
 16 hereto, was entered by the court on the 24th day of September,
 17 2007.

18 DATED this 26th day of September, 2007.

TRENT, TYRELL & PHILLIPS

Elyse M. Tyrell
 ELYSE M. TYRELL, ESQ.
 11920 So. Southern Highlands
 Parkway, Suite 200
 Las Vegas, Nevada 89141

CERTIFICATE OF MAILING

24 I, the undersigned, an employee of the law firm of Trent,
 25 Tyrell & Phillips do hereby declare that on the 28th day of
 26 September, 2007, I placed in an envelope, postage pre-paid, first
 27

1 class mail thereon, a copy of the foregoing Notice of Entry of
2 Order, to which a copy of the Order Appointing Temporary Guardian
3 and Order Setting Hearing for Extension of Temporary Guardianship
4 was attached.

5 There is a regular communication by mail between the Post
6 Office at Las Vegas, Nevada and the addresses to which the above-
7 referenced documentation was mailed.

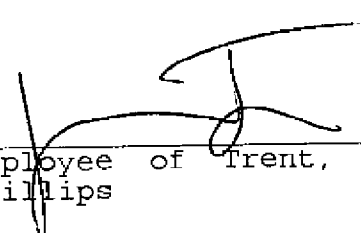
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11 Employee of Trent, Tyrell &
12 Phillips
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Exhibit "1"

Medicaid Estate Recovery (MER)
Division of Health Care Finance
and Policy
1000 East Williams Street, Ste. 102
Carson City, NV 89701

Robert L. Ansara
P.O. Box 30785
Las Vegas, NV 89173

Angel Echevarria
Anthony Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Michael Echevarria
120 Pana Drive
Hendersonville, TN 37075

Robert Echevarria
P.O. Box 5496
Mohave Valley, AZ 86446

Michael T. Echevarria
Tersa Echevarria
c/o Paula Cunningham
P.O. Box 341
La Canada, CA 91012

Ana Echevarria
Amanda Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Elizabeth Brickfield, Esq.
300 S. Fourth Street #1700
Las Vegas, NV 89101

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212

Cary Colt Payne, Esq.
700 South Eighth Street
Las Vegas, NV 89101

1 ORDR

2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & PHILLIPS
5 11920 So. Southern Highlands
6 Parkway, Suite 200
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 Attorney for the Petitioner,
10 ROBERT L. ANSARA

FILED

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CLERK OF COURT

11 DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 In the Matter of the Guardianship) CASE NO. G 27262
14 of the person and estate of) Family Court
15 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H
16)

17 ORDER APPOINTING TEMPORARY GUARDIAN AND ORDER SETTING
18 HEARING FOR EXTENSION OF TEMPORARY GUARDIANSHIP

19 Upon review of the verified Petition for Appointment of
20 Temporary and General Guardian submitted by ROBERT L. ANSARA;
21 said application requested that Petitioner be appointed to act as
22 Temporary Guardian of the estate of JEAN RUTH ECHEVARRIA, an adult
23 ward; the Court having considered the same and good cause appearing
24 therefor,

25 NOW, THEREFORE, IT IS HEREBY ORDERED that the said ROBERT
26 L. ANSARA be, and he is hereby appointed to act as Temporary
27 Guardian of the estate of JEAN RUTH ECHEVARRIA, a resident of this
28 State, and that Temporary Letters of Guardianship shall issue to
the said ROBERT L. ANSARA, upon his taking the oath of office as
required by law, without bond; and it is

FURTHER ORDERED that a hearing of this matter shall be held
on Wednesday, the 26th day of September, 2007, at the hour of 9:00
o'clock a.m. of said day, in Department H, at which time a
determination shall be made concerning the necessity to extend this



1 temporary guardianship proceeding.

2 DATED and DONE this 24 day of September, 2007.

3

4

GERALD W. HARDCASTLE

DISTRICT COURT JUDGE

5

TRENT, TYRELL & PHILLIPS

for **T. AKE RITCHIE, JR.**

6

Elyse M. Tyrell

7

ELYSE M. TYRELL, ESQ.
11920 So. Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
Attorney for the Petitioner

8

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FILED

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CLERK OF THE COURT

AFFOM
 ELYSE M. TYRELL, ESQ.
 Nevada Bar No: 5531
 TRENT, TYRELL & PHILLIPS
 11920 So. Southern Highlands
 Parkway, Suite 200
 Las Vegas, Nevada 89141
 (702) 382-2210
 Attorney for the Petitioner,
 ROBERT L. ANSARA

DISTRICT COURT
 CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
 of the person and estate of) Dept No. H
 JEAN RUTH ECHEVARRIA, an Adult Ward.) Family Court

AFFIDAVIT OF MAILING

Date of Hearing: 10/17/07
 Time of Hearing: 9:00 a.m.

STATE OF NEVADA)
 : ss:
 COUNTY OF CLARK)

LAURA L. ROHDE, being first duly sworn according to law, deposes
 and says:

On the 26th day of September, 2007, I personally placed in
 envelopes, postage fully prepaid, certified mail, return receipts
 requested, copies of the Petition for Appointment of Temporary and
 General Guardian, along with a copy of the Citation to Appear and Show
 Cause, addressed to the persons whose names and addresses are set
 forth on Exhibit "1" which is attached hereto and incorporated herein
 by reference, and deposited the same in the Post Office at Las Vegas,
 Nevada.

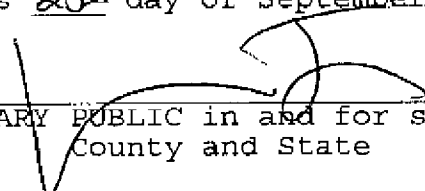
There is a regular communication by mail between the Post
 Office at Las Vegas, Nevada, and the addresses to which the

1 above-referenced documentation was mailed.

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LAURA L. ROHDE

SUBSCRIBED and SWORN to before me
this 26th day of September, 2007.


NOTARY PUBLIC in and for said
County and State

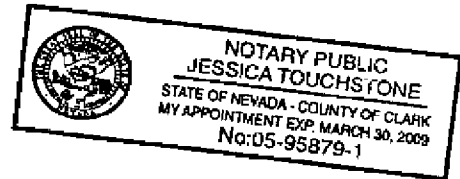


Exhibit "1"

Medicaid Estate Recovery (MER)
Division of Health Care Finance
and Policy
1000 East Williams Street, Ste. 102
Carson City, NV 89701

Robert L. Ansara
P.O. Box 30785
Las Vegas, NV 89173

Angel Echevarria
Anthony Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Michael Echevarria
120 Pana Drive
Hendersonville, TN 37075

Robert Echevarria
P.O. Box 5496
Mohave Valley, AZ 86446

Michael T. Echevarria
Tersa Echevarria
c/o Paula Cunningham
P.O. Box 341
La Canada, CA 91012

Ana Echevarria
Amanda Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Elizabeth Brickfield, Esq.
300 S. Fourth Street #1700
Las Vegas, NV 89101

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212

Cary Colt Payne, Esq.
700 South Eighth Street
Las Vegas, NV 89101

ORIGINAL

FILED

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Cheryl Ann
CLERK OF THE COURT

NEO
ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & PHILLIPS
11920 So. Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
(702) 382-2210
Attorney for the Petitioner,
ROBERT L. ANSARA

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H

NOTICE OF ENTRY OF ORDER

TO: ALL PERSONS INTERESTED IN THE ABOVE-REFERENCED GUARDIANSHIP:

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that an Order
Extending Temporary Guardianship, a copy of which is attached
hereto, was entered by the court on the 26th day of September,
2007.

DATED this 27th day of September, 2007.

TRENT, TYRELL & PHILLIPS

Elyse M. Tyrell
ELYSE M. TYRELL, ESQ.
11920 So. Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141

CERTIFICATE OF MAILING

I, the undersigned, an employee of the law firm of Trent,
Tyrell & Phillips do hereby declare that on the 27th day of
September, 2007, I placed in an envelope, postage pre-paid, first
class mail thereon, a copy of the foregoing Notice of Entry of

1 Order, to which a copy of the Order Extending Temporary Guardianship
2 was attached.

3 There is a regular communication by mail between the Post
4 Office at Las Vegas, Nevada and the addresses to which the above-
5 referenced documentation was mailed.

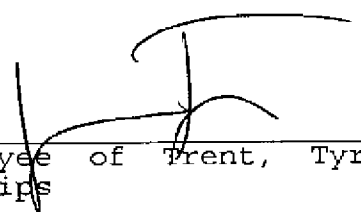
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9 Employee of Trent, Tyrell &
10 Phillips
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Exhibit "1"

Medicaid Estate Recovery (MER)
Division of Health Care Finance
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1000 East Williams Street, Ste. 102
Carson City, NV 89701

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Las Vegas, NV 89173

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Anthony Echevarria
12 Desert Highlands Drive
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120 Pana Drive
Hendersonville, TN 37075

Robert Echevarria
P.O. Box 5496
Mohave Valley, AZ 86446

Michael T. Echevarria
Tersa Echevarria
c/o Paula Cunningham
P.O. Box 341
La Canada, CA 91012

Ana Echevarria
Amanda Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Elizabeth Brickfield, Esq.
300 S. Fourth Street #1700
Las Vegas, NV 89101

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212

Cary Colt Payne, Esq.
700 South Eighth Street
Las Vegas, NV 89101

1 ORDER

ELYSE M. TYRELL, ESQ.

2 Nevada Bar No: 5531

TRENT, TYRELL & PHILLIPS

3 11920 So. Southern Highlands

Parkway, Suite 200

4 Las Vegas, Nevada 89141

(702) 382-2210

5 Attorney for the Petitioner,

ROBERT L. ANSARA

6

7

DISTRICT COURT
CLARK COUNTY, NEVADA

8

In the Matter of the Guardianship

9

of the person and estate of

JEAN RUTH ECHEVARRIA, an Adult Ward.

10

) CASE NO. G 27262

) Family Court

) Department H

)

11

ORDER EXTENDING TEMPORARY GUARDIANSHIP

12

Date of Hearing: 09/26/07

13

Time of Hearing: 9:00 a.m.

14

UPON GOOD CAUSE APPEARING:

15

IT IS HEREBY ORDERED that the temporary guardianship authority
of ROBERT L. ANSARA, currently in full force and effect for the estate
16 of JEAN RUTH ECHEVARRIA be, and the same is hereby extended to the
17 26th day of October, 2007.

18

DATED and DONE this 26th day of September, 2007.

19

JENNIFER L. ELLIOTT

20

DISTRICT JUDGE

21

TRENT, TYRELL & PHILLIPS

22

Elyse M. Tyrell

23

ELYSE M. TYRELL, ESQ.

24

11920 So. Southern Highlands

25

Parkway, Suite 200

Las Vegas, Nevada 89141

Attorney for the Temporary

Guardian

26

27

28

FILED

SEP 26 2 03 PM '07

C. R. [Signature]
CLERK OF THE COURT

LETT

ELYSE M. TYRELL, ESQ.

Nevada Bar No: 5531

TRENT, TYRELL & PHILLIPS

11920 So. Southern Highlands Pkwy.

Suite, 200, Las Vegas, NV 89141

(702) 382-2210

Attorney for the Petitioner

ROBERT L. ANSARA

DISTRICT COURT

CLARK COUNTY, NEVADA

FILED

OCT 4 10 08 AM '07

CLERK OF DISTRICT COURT

In the Matter of the Guardianship of

JEAN RUTH ECHEVARRIA,

CASE NO. G 27262

DEPT. NO. H

A(n) Adult/Minor Ward.

TEMPORARY LETTERS OF GUARDIANSHIP

On the 24th day of Sept. 20 07, an Order of the Court was entered
 appointing ROBERT L. ANSARA as Temporary Guardian of the

☐ Person☒ Estate☐ Person and Estateof the above-named ward, a(n) ☐ Minor ☒ Adult.

The named Temporary Guardian, having duly qualified, is authorized to act and
 has the authority to perform the duties of Temporary Guardian for a period not to
 exceed 10 days, unless an Order extending Temporary Guardianship has been
 entered by the Court. Under no circumstances are these Temporary Letters of

Guardianship valid beyond 40 days from the date of appointment set forth above.

In testimony of which, I have this date signed these Letters and affixed the seal
of the Court.

CHARLES J. SHORT, CLERK OF COURT

By: [Signature] 10/4/07
Deputy Clerk PAUL DONAHUE Date

OATH

I, ROBERT L. ANSARA, residing at same as below,
whose mailing address is P.O. Box 30785, Las Vegas, NV 89173 (State mailing address if
different from residence) solemnly affirm that I will faithfully perform according to law duties of
Temporary Guardian and that any matters stated in any petition or paper filed with the
Court are true of my own knowledge or if any matters are stated on information or belief,
I believe them to be true.

I declare under penalty of perjury under the law of the State of Nevada that the
foregoing is true and correct.

EXECUTED this 2nd day of Oct., 20 07.

[Signature]
Guardian

ORIGINAL

FILED

OCT 4 10 05 AM '07

Chaf
CLERK OF THE COURT

PAG

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & PHILLIPS
11920 So. Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
(702) 382-2210
Attorney for the Petitioner,
ROBERT L. ANSARA

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H

ORDER

Date of Hearing: 09/05/07
Time of Hearing: 9:00 a.m.

This matter having come on for hearing on the 5th day of
September, 2007, based upon the Motion to Stay Enforcement of
Judgment and Expunge Lien filed by the ward's daughter, Angel
Echevarria; an Opposition to that motion having been filed by the
ward's son, Michael Echevarria; the Petition to Issue Citations,
Show Cause for Removal of Guardian, Account, Turn Over Property,
Surcharge, Etc. filed by the ward's son, Michael Echevarria; an
Objection to that petition having been filed by the ward's
daughter, Angel Echevarria; the court having noted the presence of
Cary Colt Payne, Esq., counsel for Michael Echevarria, Elizabeth
Brickfield, Esq., counsel for Angel Echevarria and Elyse M. Tyrell,
Esq., Guardian Ad Litem for the adult ward; the court having heard
the statements of counsel and good cause appearing therefore; and
it is

FURTHER ORDERED that the court does hereby accept the

GUARDIANSHIP

OCT 01 2007

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1 resignation of the ward's daughter, ANGEL ECHEVARRIA, as Guardian
2 of the estate of JEAN RUTH ECHEVARRIA; and it is

3 FURTHER ORDERED that the court does hereby accept the
4 resignation of the ward's daughter, ANGEL ECHEVARRIA, as Successor
5 Trustee of the JEAN RUTH ECHEVARRIA TRUST during JEAN'S lifetime;
6 and it is

7 FURTHER ORDERED that the court's acceptance of ANGEL
8 ECHEVARRIA'S resignations does not bar or release any claims by any
9 of the parties; and it is

10 FURTHER ORDERED that, although the court postponed its
11 decision regarding the lien MICHAEL ECHEVARRIA secured on the
12 ward's real property located in the State of Nevada, pending the
13 outcome of the litigation in the State of Tennessee, MICHAEL
14 ECHEVARRIA agreed that he will not proceed in foreclosing on the
15 ward's real property and will make any necessary arrangements to
16 release the lien to permit the closing of the sale of said real
17 property; and it is

18 FURTHER ORDERED that ROBERT L. ANSARA shall file with the
19 court a petition seeking his appointment as Guardian of the adult
20 ward's guardianship estate; and it is

21 FURTHER ORDERED that ROBERT L. ANSARA shall assume the
22 responsibility as Successor Trustee of the JEAN RUTH ECHEVARRIA
23 TRUST; and it is

24 FURTHER ORDERED that ROBERT L. ANSARA shall have the authority
25 to negotiate a settlement between MICHAEL ECHEVARRIA and the adult
26 ward; and it is

27 FURTHER ORDERED that, upon reaching a settlement with MICHAEL
28

1 ECHEVARRIA, ROBERT L. ANSARA shall petition this court for approval
2 of the same; and it is


3 FURTHER ORDERED that ELYSE M. TYRELL, ESQ., is hereby
4 discharged as Guardian Ad Litem for the above-named adult ward; and
5 it is

6 FURTHER ORDERED that ELYSE M. TYRELL, ESQ., is authorized and
7 directed to serve as counsel for ROBERT L. ANSARA as Guardian of
8 the estate of JEAN RUTH ECHEVARRIA, as well as Successor Trustee of
9 the JEAN RUTH ECHEVARRIA TRUST.

10 DATED this 1 day of ~~September~~^{October}, 2007.

11
12 
DISTRICT COURT JUDGE


13 TRENT, TYRELL & PHILLIPS
14 T. ARTHUR RITCHIE, JR.

15 
16 ELYSE M. TYRELL, ESQ.
17 11920 So. Southern Highlands
18 Parkway, Suite 200
19 Las Vegas, NV 89141

20 Approved as to form and content:

21 CARY COLT PAYNE, CHTD.

LIONEL SAWYER & COLLINS

22 
23 CARY COLT PAYNE, ESQ.
24 700 S. Eighth Street
25 Las Vegas, NV 89101
26 Attorney for Michael Echevarria

27 ELIZABETH BRICKFIELD, ESQ.
28 300 South 4th Street
Las Vegas, NV 89101
Attorney for Angel Echevarria

1 ECHEVARRIA, ROBERT L. ANSARA shall petition this court for approval
2 of the same; and it is


3 FURTHER ORDERED that ELYSE M. TYRELL, ESQ., is hereby
4 discharged as Guardian Ad Litem for the above-named adult ward; and
5 it is

6 FURTHER ORDERED that ELYSE M. TYRELL, ESQ., is authorized and
7 directed to serve as counsel for ROBERT L. ANSARA as Guardian of
8 the estate of JEAN RUTH ECHEVARRIA, as well as Successor-Trustee of
9 the JEAN RUTH ECHEVARRIA TRUST.

10 DATED this ____ day of September, 2007.


11
12 DISTRICT COURT JUDGE

13 TRENT, TYRELL & PHILLIPS


14 
15 _____
16 ELYSE M. TYRELL, ESQ.
17 11920 So. Southern Highlands
18 Parkway, Suite 200
19 Las Vegas, NV 89141

20 Approved as to form and content:

21 CARY COLT PAYNE, CHTD.

22 
23 _____
24 CARY COLT PAYNE, ESQ.
25 700 S. Eighth Street
26 Las Vegas, NV 89101
27 Attorney for Michael Echevarria

LIONEL SAWYER & COLLINS

28 

ELIZABETH BRICKFIELD, ESQ.
300 South 4th Street
Las Vegas, NV 89101
Attorney for Angel Echevarria

ORIGINAL

FILED

OCT 5 4 35 PM '07

Clara
CLERK OF THE COURT

NEO
ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & PHILLIPS
11920 So. Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
(702) 382-2210
Attorney for the Petitioner,
ROBERT L. ANSARA

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H

NOTICE OF ENTRY OF ORDER

TO: ALL PERSONS INTERESTED IN THE ABOVE-REFERENCED GUARDIANSHIP:

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that an Order,
which is attached hereto, was entered by the court on the 4th day
of October, 2007.

DATED this 4th day of October, 2007.

TRENT, TYRELL & PHILLIPS

Elyse M. Tyrell
ELYSE M. TYRELL, ESQ.
11920 So. Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141

CERTIFICATE OF MAILING

I, the undersigned, an employee of the law firm of Trent,
Tyrell & Phillips do hereby declare that on the 4th day of
October, 2007, I placed in an envelope, postage pre-paid, first
class mail thereon, a copy of the foregoing Notice of Entry of
Order, to which a copy of the Order was attached.

There is a regular communication by mail between the Post Office at Las Vegas, Nevada and the addresses to which the above-referenced documentation was mailed.

Employee of Trent, Tyrell &
Phillips

Exhibit "1"

Medicaid Estate Recovery (MER)
Division of Health Care Finance
and Policy
1000 East Williams Street, Ste. 102
Carson City, NV 89701

Robert L. Ansara
P.O. Box 30785
Las Vegas, NV 89173

Angel Echevarria
Anthony Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Michael Echevarria
120 Pana Drive
Hendersonville, TN 37075

Robert Echevarria
P.O. Box 5496
Mohave Valley, AZ 86446

Michael T. Echevarria
Tersa Echevarria
c/o Paula Cunningham
P.O. Box 341
La Canada, CA 91012

Ana Echevarria
Amanda Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Elizabeth Brickfield, Esq.
300 S. Fourth Street #1700
Las Vegas, NV 89101

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212

Cary Colt Payne, Esq.
700 South Eighth Street
Las Vegas, NV 89101

FILED

OCT 4 10 05 AM '07

Chafetz
CLERK OF THE COURT

PAG

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & PHILLIPS
11920 So. Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
(702) 382-2210
Attorney for the Petitioner,
ROBERT L. ANSARA

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H

ORDER

Date of Hearing: 09/05/07
Time of Hearing: 9:00 a.m.

This matter having come on for hearing on the 5th day of September, 2007, based upon the Motion to Stay Enforcement of Judgment and Expunge Lien filed by the ward's daughter, Angel Echevarria; an Opposition to that motion having been filed by the ward's son, Michael Echevarria; the Petition to Issue Citations, Show Cause for Removal of Guardian, Account, Turn Over Property, Surcharge, Etc. filed by the ward's son, Michael Echevarria; an Objection to that petition having been filed by the ward's daughter, Angel Echevarria; the court having noted the presence of Cary Colt Payne, Esq., counsel for Michael Echevarria, Elizabeth Brickfield, Esq., counsel for Angel Echevarria and Elyse M. Tyrell, Esq., Guardian Ad Litem for the adult ward; the court having heard the statements of counsel and good cause appearing therefore; and it is

FURTHER ORDERED that the court does hereby accept the

1 resignation of the ward's daughter, ANGEL ECHEVARRIA, as Guardian
2 of the estate of JEAN RUTH ECHEVARRIA; and it is

3 FURTHER ORDERED that the court does hereby accept the
4 resignation of the ward's daughter, ANGEL ECHEVARRIA, as Successor
5 Trustee of the JEAN RUTH ECHEVARRIA TRUST during JEAN'S lifetime;
6 and it is

7 FURTHER ORDERED that the court's acceptance of ANGEL
8 ECHEVARRIA'S resignations does not bar or release any claims by any
9 of the parties; and it is

10 FURTHER ORDERED that, although the court postponed its
11 decision regarding the lien MICHAEL ECHEVARRIA secured on the
12 ward's real property located in the State of Nevada, pending the
13 outcome of the litigation in the State of Tennessee, MICHAEL
14 ECHEVARRIA agreed that he will not proceed in foreclosing on the
15 ward's real property and will make any necessary arrangements to
16 release the lien to permit the closing of the sale of said real
17 property; and it is

18 FURTHER ORDERED that ROBERT L. ANSARA shall file with the
19 court a petition seeking his appointment as Guardian of the adult
20 ward's guardianship estate; and it is

21 FURTHER ORDERED that ROBERT L. ANSARA shall assume the
22 responsibility as Successor Trustee of the JEAN RUTH ECHEVARRIA
23 TRUST; and it is

24 FURTHER ORDERED that ROBERT L. ANSARA shall have the authority
25 to negotiate a settlement between MICHAEL ECHEVARRIA and the adult
26 ward; and it is

27 FURTHER ORDERED that, upon reaching a settlement with MICHAEL
28

1 ECHEVARRIA, ROBERT L. ANSARA shall petition this court for approval
2 of the same; and it is

3 FURTHER ORDERED that ELYSE M. TYRELL, ESQ., is hereby
4 discharged as Guardian Ad Litem for the above-named adult ward; and
5 it is

6 FURTHER ORDERED that ELYSE M. TYRELL, ESQ., is authorized and
7 directed to serve as counsel for ROBERT L. ANSARA as Guardian of
8 the estate of JEAN RUTH ECHEVARRIA, as well as Successor Trustee of
9 the JEAN RUTH ECHEVARRIA TRUST.

10 DATED this ____ day of September, 2007.

11
12 _____
DISTRICT COURT JUDGE

13 TRENT, TYRELL & PHILLIPS

14 
15 _____


16 ELYSE M. TYRELL, ESQ.
17 11920 So. Southern Highlands
Parkway, Suite 200
Las Vegas, NV 89141

18 Approved as to form and content:

19 CARY COLT PAYNE, CHTD.

LIONEL SAWYER & COLLINS

20
21 _____
22 CARY COLT PAYNE, ESQ.
23 700 S. Eighth Street
Las Vegas, NV 89101
Attorney for Michael Echevarria

24 
25 _____
26 ELIZABETH BRICKFIELD, ESQ.
27 300 South 4th Street
Las Vegas, NV 89101
Attorney for Angel Echevarria

1 ECHEVARRIA, ROBERT L. ANSARA shall petition this court for approval
2 of the same; and it is

3 FURTHER ORDERED that ELYSE M. TYRELL, ESQ., is hereby
4 discharged as Guardian Ad Litem for the above-named adult ward; and
5 it is

6 FURTHER ORDERED that ELYSE M. TYRELL, ESQ., is authorized and
7 directed to serve as counsel for ROBERT L. ANSARA as Guardian of
8 the estate of JEAN RUTH ECHEVARRIA, as well as Successor Trustee of
9 the JEAN RUTH ECHEVARRIA TRUST.

10 DATED this 1 day of ^{October}~~September~~, 2007.

11 **T. ANT KITCHIE, JR.**
12 DISTRICT COURT JUDGE

13 TRENT, TYRELL & PHILLIPS

14 

15 ELYSE M. TYRELL, ESQ.
16 11920 So. Southern Highlands
17 Parkway, Suite 200
Las Vegas, NV 89141


18 Approved as to form and content:

19 CARY COLT PAYNE, CHTD.

LIONEL SAWYER & COLLINS

20 
21 CARY COLT PAYNE, ESQ.

22 700 S. Eighth Street
23 Las Vegas, NV 89101
Attorney for Michael Echevarria

24 
25 ELIZABETH BRICKFIELD, ESQ.
26 300 South 4th Street
27 Las Vegas, NV 89101
28 Attorney for Angel Echevarria

ORIGINAL

OAG

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & PHILLIPS
11920 So. Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
(702) 382-2210
Attorney for the Petitioner,
ROBERT L. ANSARA

FILED

OCT 17 10 48 AM '07

CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H

ORDER APPOINTING GENERAL GUARDIAN

Date of Hearing: 10/17/07
Time of Hearing: 9:00 a.m.

This matter having come on regularly for hearing before the above-entitled court on the 17th day of October, 2007, upon the verified Petition for Appointment of Temporary and General Guardian filed by ROBERT L. ANSARA, a private fiduciary; the court having considered the same and having found that all allegations contained therein are true and correct, and good cause appearing therefor,

NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED that JEAN RUTH ECHEVARRIA, is a resident of the State of Nevada and is incompetent to manage her own financial affairs; and it is

FURTHER ORDERED that ROBERT L. ANSARA be, and he is hereby appointed to act as General Guardian of the estate of JEAN RUTH ECHEVARRIA, and Letters of Guardianship shall issue to the said ROBERT L. ANSARA, upon his taking the oath of office as required by law, without bond; and it is

GUARDIANSHIP

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1 FURTHER ORDERED that ROBERT L. ANSARA shall have the power and
2 authority as may be necessary in order to conserve and protect the
3 property of the adult ward from harm or injury; and it is

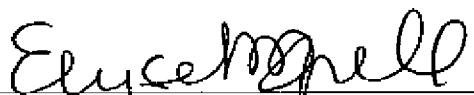
4 FURTHER ORDERED that a copy of this order shall be directed
5 to the adult ward.

6 DATED and DONE this 17th day of October, 2007.

7
8 
9 DISTRICT COURT JUDGE

T. ARTHUR RITCHIE, JR.

10 TRENT, TYRELL & PHILLIPS

11 
12 ELYSE M. TYRELL, ESQ.
13 11920 So. Southern Highlands
14 Parkway, Suite 200
Las Vegas, Nevada 89141
Attorney for the Petitioner
15
16
17
18
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24
25
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27
28

ORIGINAL

54

NEO
ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & PHILLIPS
11920 So. Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
(702) 382-2210
Attorney for the Petitioner,
ROBERT L. ANSARA

FILED

OCT 18 4 56 PM '07

[Signature]
CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H

NOTICE OF ENTRY OF ORDER

TO: ALL PERSONS INTERESTED IN THE ABOVE-REFERENCED GUARDIANSHIP:

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that an Order
Appointing General Guardian, a copy of which is attached hereto,
was entered by the court on the 17th day of October, 2007.

DATED this 17th day of October, 2007.

TRENT, TYRELL & PHILLIPS

[Signature]
ELYSE M. TYRELL, ESQ.
11920 So. Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141

CERTIFICATE OF MAILING

I, the undersigned, an employee of the law firm of Trent,
Tyrell & Phillips do hereby declare that on the 17th day of
October, 2007, I placed in an envelope, postage pre-paid, first
class mail thereon, a copy of the foregoing Notice of Entry of
Order, to which a copy of the Order Appointing General Guardian was

attached.

There is a regular communication by mail between the Post Office at Las Vegas, Nevada and the addresses to which the above-referenced documentation was mailed.

Employee of Trent, Tyrell &
Phillips

Exhibit "1"

Medicaid Estate Recovery (MER)
Division of Health Care Finance
and Policy
1000 East Williams Street, Ste. 102
Carson City, NV 89701

Robert L. Ansara
P.O. Box 30785
Las Vegas, NV 89173

Angel Echevarria
Anthony Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Michael Echevarria
120 Pana Drive
Hendersonville, TN 37075

Robert Echevarria
P.O. Box 5496
Mohave Valley, AZ 86446

Michael T. Echevarria
Tersa Echevarria
c/o Paula Cunningham
P.O. Box 341
La Canada, CA 91012

Ana Echevarria
Amanda Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Elizabeth Brickfield, Esq.
300 S. Fourth Street #1700
Las Vegas, NV 89101

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212

Cary Colt Payne, Esq.
700 South Eighth Street
Las Vegas, NV 89101

1 OAG
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & PHILLIPS
5 11920 So. Southern Highlands
6 Parkway, Suite 200
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 Attorney for the Petitioner,
10 ROBERT L. ANSARA

FILED

OCT 17 10 48 AM '07

Cliff
CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H

ORDER APPOINTING GENERAL GUARDIAN

Date of Hearing: 10/17/07
Time of Hearing: 9:00 a.m.

This matter having come on regularly for hearing before the above-entitled court on the 17th day of October, 2007, upon the verified Petition for Appointment of Temporary and General Guardian filed by ROBERT L. ANSARA, a private fiduciary; the court having considered the same and having found that all allegations contained therein are true and correct, and good cause appearing therefor,

NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED that JEAN RUTH ECHEVARRIA, is a resident of the State of Nevada and is incompetent to manage her own financial affairs; and it is

FURTHER ORDERED that ROBERT L. ANSARA be, and he is hereby appointed to act as General Guardian of the estate of JEAN RUTH ECHEVARRIA, and Letters of Guardianship shall issue to the said ROBERT L. ANSARA, upon his taking the oath of office as required by law, without bond; and it is

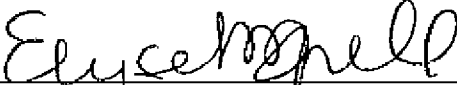
1 FURTHER ORDERED that ROBERT L. ANSARA shall have the power and
2 authority as may be necessary in order to conserve and protect the
3 property of the adult ward from harm or injury; and it is

4 FURTHER ORDERED that a copy of this order shall be directed
5 to the adult ward.

6 DATED and DONE this 17th day of October, 2007.

7
8 ~~T. ART BITECH~~
9 DISTRICT COURT OF NEVADA

10 TRENT, TYRELL & PHILLIPS

11 
12 ELYSE M. TYRELL, ESQ.
13 11920 So. Southern Highlands
14 Parkway, Suite 200
15 Las Vegas, Nevada 89141
16 Attorney for the Petitioner
17
18
19
20
21
22
23
24
25
26
27
28

ORIGINAL

45

1 LETT

ELYSE M. TYRELL, ESQ.

2 Nevada Bar NO: 5531

TRENT, TYRELL & PHILLIPS

3 11920 So. Southern Highlands Pkwy

Suite 200, Las Vegas, NV 89141

4 (702) 382-2210

Attorney for the Petitioner

5 ROBERT L. ANSARA

DISTRICT COURT

FILED

OCT 19 1 59 PM '07

CLERK OF THE COURT

6 CLARK COUNTY, NEVADA

7
8 In the Matter of the Guardianship of

9 JEAN RUTH ECHEVARRIA,

10 CASE NO. G 27262

11 DEPT. NO. H

12
13 A(n) Adult/Minor Ward.

14
15 GENERAL LETTERS OF GUARDIANSHIP

16 On the 17th day of October, 2007 an Order of the Court was
17 entered appointing Robert L. Ansara as General Guardian of
18 the ☐ Person ☒ Estate ☐ Person and Estate of the above-named ward, a(n) ☐
19 Minor ☒ Adult. The named Guardian, having duly qualified, is authorized to act and
20 has the authority to perform the duties of such Guardian.

21 In testimony of which, I have this date signed these Letters and affixed the seal
22 of the Court.

23 CHARLES J. SHORT, CLERK OF THE COURT

24
25 By: [Signature]
26 Deputy Clerk

10-19-07
Date

27 LOIS KAZEE

28 Letters of Guardianship.doc/6/21/2007

OATH

I, ROBERT L. ANSARA, residing at
P.O. Box 30785, Las Vegas, NV 89173, whose
mailing address is same as above (State
mailing address if different from residence) solemnly affirm that I will faithfully perform
according to law duties of Guardian and that any matters stated in any petition or paper
filed with the Court are true of my own knowledge or if any matters are stated on
information or belief, I believe them to be true.

I declare under penalty of perjury under the law of the State of Nevada that the
foregoing is true and correct.

EXECUTED this 19th day of October, 20⁰⁷.


Guardian

FILED

FEB 13 1 17 PM '08

CRF
CLERK OF THE COURT

1 NOTC
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & PHILLIPS
5 11920 So. Southern Highlands
6 Parkway, Suite 200
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 Attorney for the Guardian,
10 ROBERT L. ANSARA

11
12 DISTRICT COURT
13 CLARK COUNTY, NEVADA

14 In the Matter of the Guardianship) CASE NO. G 27262
15 of the person and estate of) FAMILY COURT
16 JEAN RUTH ECHEVARRIA, an Adult Ward.) DEPARTMENT HC

17
18 NOTICE OF HEARING OF PETITION TO ABANDON AND/OR DISCONTINUE APPEAL
19 PROCESS IN THE STATE OF TENNESSEE

20 Date of Hearing: 02/27/08

21 Time of Hearing: ~~900 a.m.~~ 11 AM

22 NOTICE IS HEREBY GIVEN to all persons interested in the
23 guardianship of the person and estate of the above-named adult
24 ward, that Wednesday, the 27th day of February, 2008, at the hour of
25 ~~9:00~~ 11 a.m., in the Family Court and Service Center in Department H,
26 which is located at 601 N. Pecos, Las Vegas, Nevada, 89101, is
27 hereby set as the time and place by the court for the hearing on
28 the Petition to Abandon and/or Discontinue Appeal Process in the
State of Tennessee, filed by ROBERT L. ANSARA, at which time all
persons interested in said matter are notified then and there to
appear and show cause, if any they have, why said petition should
not be granted.

Reference is hereby made to said petition, on file herein, for
further particulars.

RECEIVED

FEB 11 2008

CLERK OF THE COURT

MC

1 YOU DO NOT NEED TO APPEAR UNLESS YOU WISH TO FILE AN
2 OBJECTION.

3 DATED this _____ day of February, 2008


4 FEB 13 2008

Clark County Clerk

By: 

Deputy Clerk
JOANNE KRIZ

7 TRENT, TYRELL & PHILLIPS

8
9 
10 ELYSE M. TYRELL, ESQ.
11 11920 So. Southern Highlands
12 Parkway, Suite 200
13 Las Vegas, Nevada 89141
14
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FILED

13 1 13 PM '08

Cliff Smith
CLERK OF THE COURT

PET
ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & PHILLIPS
11920 So. Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
(702) 382-2210
Attorney for the Guardian,
ROBERT L. ANSARA

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H

PETITION TO ABANDON AND/OR DISCONTINUE APPEAL PROCESS IN THE STATE
OF TENNESSEE

Date of Hearing: 02/27/08
Time of Hearing: 9:00 a.m.

COMES NOW, the Petitioner, ROBERT L. ANSARA, the duly
appointed, qualified and acting Guardian of the estate of JEAN RUTH
ECHEVARRIA, whose Petition respectfully represents the following to
this Honorable Court:

1. ROBERT L. ANSARA is the duly appointed, qualified and
acting Guardian of the estate of JEAN RUTH ECHEVARRIA, having been
appointed to serve in that capacity on the 17th day of October,
2007.

2. Petitioner reports that the adult ward was involved in
litigation in the State of Tennessee wherein a judgement was
rendered against her. The ward's daughter, while serving as
Guardian of her estate and Successor Trustee of the ward's trust,
initiated an appeal for said judgement.

3. At this time, Petitioner reports that the ward is without sufficient assets to fund the ongoing appeal process and has found that it is financially imprudent to continue with the same. After much research, it is Petitioner's opinion that it is not in the ward's best interest that the appeal process continue.

4. Therefore, Petitioner would request that he be authorized and directed to instruct counsel in the State of Tennessee to abandon and/or discontinue the appeal process which is currently ongoing.

WHEREFORE, Petitioner prays as follows:

1. That he be authorized and directed to instruct counsel in the State of Tennessee to abandon and/or discontinue the appeal process which is currently ongoing.


2. For such other and further relief as to the Court may deem just and proper in the premises.


ROBERT L. ANSARA

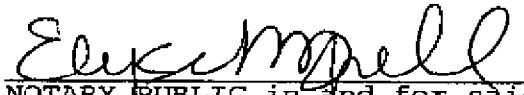
STATE OF NEVADA)
 : SS:
COUNTY OF CLARK)

ROBERT L. ANSARA, being first duly sworn, deposes and says: That he is the Guardian of the above-named ward's person and estate, the Petitioner in the above-entitled matter; that he has read the foregoing Petition and knows the contents thereof; that


1 the same is true of his own knowledge except as to those matters
2 therein contained upon information and belief, and as to those
3 matters, he believes them to be true.

4
5 
ROBERT L. ANSARA

6 SUBSCRIBED and SWORN to before me
7 this 8th day of February, 2008.

8 
9 NOTARY PUBLIC in and for said
County and State

10
11 TRENT, TYRELL & PHILLIPS

12 
13 ELYSE M. TYRELL, ESQ.
14 11920 So. Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141

1 AFFOM

2 ELYSE M. TYRELL, ESQ.

3 Nevada Bar No: 5531

4 TRENT, TYRELL & PHILLIPS

5 11920 So. Southern Highlands

6 Parkway, Suite 200

7 Las Vegas, Nevada 89141

8 (702) 382-2210

9 Attorney for the Guardian,

10 ROBERT L. ANSARA

FILED

FEB 14 4 02 PM '08

Chaf
CLERK OF THE COURT

11
12 DISTRICT COURT
13 CLARK COUNTY, NEVADA

14 In the Matter of the Guardianship
15 of the person and estate of
16 JEAN RUTH ECHEVARRIA, an Adult Ward.

) CASE NO. G 27262
) Dept No. H
) Family Court
)

17
18 AFFIDAVIT OF MAILING

19 Date of Hearing: 02/27/08

20 Time of Hearing: 9:00 a.m.

21 STATE OF NEVADA)

22 : SS:

23 COUNTY OF CLARK)

24 LAURA L. ROHDE, being first duly sworn according to law, deposes
25 and says:


26 On the 13th day of February, 2008, I personally placed in
27 envelopes, postage fully prepaid, first class mail thereon, copies of
28 the Petition to Abandon and/or Discontinue Appeal Process in the State
of Tennessee, along with a copy of the Notice, addressed to the
persons whose names and addresses are set forth on Exhibit "1" which
is attached hereto and incorporated herein by reference, and deposited
the same in the Post Office at Las Vegas, Nevada.

There is a regular communication by mail between the Post

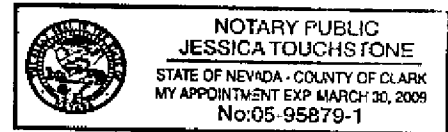
.....

.....

1 Office at Las Vegas, Nevada, and the addresses to which the
2 above-referenced documentation was mailed.

3
4 
5 LAURA L. ROHDE

6
7 SUBSCRIBED and SWORN to before me
8 this 13th day of February, 2008.



9
10 NOTARY PUBLIC in and for said
11 County and State
12
13
14
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27
28

Exhibit "1"

Medicaid Estate Recovery (MER)
Division of Health Care Finance
and Policy
1000 East Williams Street, Ste. 102
Carson City, NV 89701

Robert L. Ansara
P.O. Box 30785
Las Vegas, NV 89173

Angel Echevarria
Anthony Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Michael Echevarria
120 Pana Drive
Hendersonville, TN 37075

Robert Echevarria
P.O. Box 5496
Mohave Valley, AZ 86446

Michael T. Echevarria
Tersa Echevarria
c/o Paula Cunningham
P.O. Box 341
La Canada, CA 91012

Ana Echevarria
Amanda Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Elizabeth Brickfield, Esq.
300 S. Fourth Street #1700
Las Vegas, NV 89101

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212

Cary Colt Payne, Esq.
700 South Eighth Street
Las Vegas, NV 89101

Gary Vandever
501 Park Avenue, Suite B
Lebanon, TN 37087

30
ORIGINAL

1 OBJ

2 Lionel Sawyer & Collins
3 Elizabeth Brickfield, Bar No. 6236
4 Meredith Stow, Bar No. 9203
5 300 South 4th Street
6 Las Vegas, NV 89101
7 (702) 383-8888 (phone)
8 Attorney for Angel Echevarria

FILED

FEB 26 1 13 PM '08

6 DISTRICT COURT, FAMILY COURT

CLERK COURT

7 CLARK COUNTY, NEVADA

9 In the Matter of the Guardianship of the
10 Person and Estate of

11 JEAN R. ECHEVARRIA,

12 an adult ward.

Case No.: G 27262

Dept. No.: H

Date of Hearing: February 27, 2008

Time of Hearing: 11:00 a.m.

13 **OBJECTION TO PETITION TO ABANDON AND/OR DISCONTINUE APPEAL**
14 **PROCESS IN THE STATE OF TENNESSEE**

15 Angel Echevarria ("Angel"), by and through her counsel, Elizabeth Brickfield, Esq., and
16 Meredith Stow, Esq., of the law firm of Lionel Sawyer & Collins, hereby objects to Robert Ansara's
17 Petition to Abandon and/or Discontinue Appeal Process in the State of Tennessee.

18 1. Angel agrees to the proposal to abandon or discontinue the Tennessee appeal
19 conditioned upon Michael Echevarria's agreement to refrain from foreclosing on the property until
20 after Jean Echevarria's death.

21 Dated this 26 day of February, 2008.

22 LIONEL SAWYER & COLLINS

23 By Elizabeth Brickfield
24 Elizabeth Brickfield, Bar No. 6236
25 Meredith Stow, Bar No. 9203
26 Lionel Sawyer & Collins
27 300 South Fourth Street, Suite 1700
28 Las Vegas, Nevada 89101
Attorneys for Angel Echevarria

CLERK OF THE COURT

FEB 26 2008

RECEIVED

LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702.383.8888
FAX 702.383.8845

CERTIFICATE OF SERVICE

I hereby certify that on the 14 day of February, 2008, service of the foregoing OBJECTION TO PETITION TO ABANDON AND/OR DISCONTINUE APPEAL PROCESS IN THE STATE OF TENNESSEE, with a courtesy copy sent by facsimile, was made by U. S. Mail addressed to the following address:

Elyse Tyrell, Esq.
Trent Tyrell & Phillips
11920 Southern Highlands Parkway, Suite 200
Las Vegas, NV 89141
Attorney for Robert Ansara

Cary Colt Payne, Esq.
700 S. Eighth Street
Las Vegas, NV 89101
Counsel for Michael Echevarria

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052



Mai Tieu, an employee of
LIONEL SAWYER & COLLINS

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding OBJECTION TO PETITION TO ABANDON AND/OR DISCONTINUE APPEAL PROCESS IN THE STATE OF TENNESSEE filed in or submitted for District Court Case number G27262.

☒ Does not contain the social security number of any person.

-OR-


☐ Contain the social security number of a person as required by:

A. A specific state or federal law, to wit: _____

-OR-

B. For the administration of a public program or for an application of a federal or state grant.

Dated this 26 day of February, 2008.



Meredith Stow, Esq.
Lionel Sawyer & Collins

ORIGINAL

Name: ROBERT L. ANSARA, PROFESSIONAL
Address: 10 Box 30785 ESTATE
LAS VEGAS, NV 89173 ADMINISTRATOR
Phone: 702 491-2900

FILED

MAR 10 8 46 AM '08

DISTRICT COURT
CLARK COUNTY, NEVADA

C. P. [Signature]
CLERK OF THE COURT

In the Matter of the Guardianship) Case No: G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVALRIA, an Adult Ward.) Department C

REPORT OF GUARDIAN

ROBERT L. ANSARA, GUARDIAN OF THE ESTATE & ^{ANGL} ECHEVALRIA, Guardian of the person of the above-named ward, submits this report regarding the health and welfare of the ward.

1. The present age of the ward is 81
2. The current address of the ward is 12 DESERT HIGHLANDS
HENDERSON, NEVADA 89052
3. The ward's residence is:
Own home/apt. ☒ Nursing home (name) _____
Guardians home/apt. _____ Group home (name) _____
Hospital or medical facility (name) _____
Relatives home (name/relationship) _____
4. The current physical and mental condition of the ward is:
Excellent _____ Good _____ Fair _____ Poor _____
During the past year, the ward's physical and mental condition has:
Remained about the same ☒ Improved (explain) _____
Worsened (explain) _____

5. List below the names and addresses of the ward's treating physician (s) and dentist, giving the date and purpose of the last visit:

DATE	DR. NAME & ADDRESS	AILMENT	TREATMENT
9-18-07	DR. FICKLIN 861 COLORADO ⁴⁰⁰ CIRCLE DR	PAIN	ECHOCARDIOGRAM XRAY
9-25-07	" "	PAIN	XRAY SPINE / HIP
	DR. WIKER 8985 S. Pecos St 4-A HENDERSON, NV 89074	PAIN	ORTHOPAEDIC

I, the undersigned, hereby certify under penalty of perjury that the above report is true and correct.

Date 3-5-08 Signature of Guardian *[Signature]*

Date 3-5-08 Signature of Guardian _____

NOTC
 ELYSE M. TYRELL, ESQ.
 Nevada Bar No: 5531
 TRENT, TYRELL & PHILLIPS
 11920 So. Southern Highlands
 Parkway, Suite 200
 Las Vegas, Nevada 89141
 (702) 382-2210
 Attorney for the Guardian,
 ROBERT L. ANSARA

FILED

MAY 2 1 31 PM '08

CLERK OF COURT

DISTRICT COURT
 CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
 of the person and estate of) FAMILY COURT
 JEAN RUTH ECHEVARRIA, an Adult Ward.) DEPARTMENT H

NOTICE OF HEARING OF PETITION

Date of Hearing: 05/14/08
 Time of Hearing: 9:00 a.m.

NOTICE IS HEREBY GIVEN to all persons interested in the
 guardianship of the person and estate of the above-named adult
 ward, that Wednesday, the 14th day of May, 2008, at the hour of 9:00
 a.m., in the Family Court and Service Center in Department H, which
 is located at 601 N. Pecos, Las Vegas, Nevada, 89101, is hereby set
 as the time and place by the court for the hearing on the Petition,
 filed by ROBERT L. ANSARA, at which time all persons interested in
 said matter are notified then and there to appear and show cause,
 if any they have, why said petition should not be granted.

Reference is hereby made to said petition, on file herein, for
 further particulars.

1 YOU DO NOT NEED TO APPEAR UNLESS YOU WISH TO FILE AN
2 OBJECTION.


3 DATED this 2 day of May, 2008.

4 Clark County Clerk

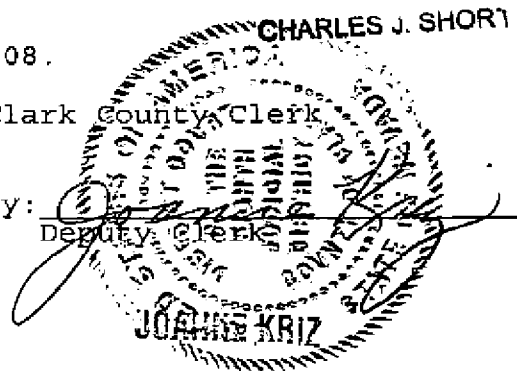
5 By:

6 Deputy Clerk

7 TRENT, TYRELL & PHILLIPS

8 

9
10 ELYSE M. TYRELL, ESQ.
11 11920 So. Southern Highlands
12 Parkway, Suite 200
13 Las Vegas, Nevada 89141
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1 PET
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & PHILLIPS
5 11920 So. Southern Highlands
6 Parkway, Suite 200
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 Attorney for the Guardian,
10 ROBERT L. ANSARA

FILED

May 2 1 28 PM '08

CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

9 In the Matter of the Guardianship) CASE NO. G 27262
10 of the person and estate of) Family Court
11 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H

PETITION

Date of Hearing:
Time of Hearing:

12 COMES NOW, the Petitioner, ROBERT L. ANSARA, the duly
13 appointed, qualified and acting Guardian of the estate of JEAN RUTH
14 ECHEVARRIA, whose Petition respectfully represents the following to
15 this Honorable Court:

16 1. ROBERT L. ANSARA is the duly appointed, qualified and
17 acting Guardian of the estate of JEAN RUTH ECHEVARRIA, having been
18 appointed to serve in that capacity on the 17th day of October,
19 2007.

20 2. As the court is aware, this matter was brought before the
21 court's attention to secure an order authorizing the guardian to
22 abandon the appeal process in the State of Tennessee. During that
23 hearing, the ward's son, Michael Echevarria, agreed to forego the
24 foreclosure on the ward's real properties to the extent that those
25 properties were needed to provide for her care, treatment and
26

1 maintenance.

2 3. At this time, Petitioner's counsel has been unable to
3 secure Mr. Echevarria's attorney's signature upon the order
4 generated from that hearing as Mr. Echevarria's is now refusing to
5 honor his agreement, even though he agreed not to foreclose on the
6 ward's real properties in open court.

7 4. Therefore, Petitioner would request that this court enter
8 its order directing Michael Echevarria not to foreclose upon the
9 ward's real properties.

10 5. Due to the fact that Mr. Echevarria is refusing to
11 cooperate and has forced Petitioner's counsel to prepare yet
12 another petition seeking this court's direction, Petitioner would
13 request that all the fees, costs and expenses associated with this
14 particular matter be assessed against Michael Echevarria, pursuant
15 to N.R.S. 159.0485.

16 WHEREFORE, Petitioner prays as follows:

17 1. That he be authorized and directed to instruct counsel in
18 the State of Tennessee to abandon and/or discontinue the appeal
19 process which is currently ongoing.

20 2. That Echevarria be directed not to foreclose upon the
21 ward's real properties.

22 3. That the fees, costs and expenses associated with this
23 particular matter be assessed against Michael Echevarria

24 4. For such other and further relief as to the Court may
25 deem just and proper in the premises.

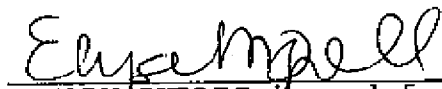
26 
27 ROBERT L. ANSARA

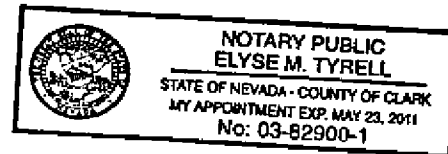
1 STATE OF NEVADA)
2) SS:
3 COUNTY OF CLARK)

4 ROBERT L. ANSARA, being first duly sworn, deposes and says:
5 That he is the Guardian of the above-named ward's person and
6 estate, the Petitioner in the above-entitled matter; that he has
7 read the foregoing Petition and knows the contents thereof; that
8 the same is true of his own knowledge except as to those matters
9 therein contained upon information and belief, and as to those
10 matters, he believes them to be true.


11 
12 ROBERT L. ANSARA

13 SUBSCRIBED and SWORN to before me
14 this 30th day of April, 2008.

15 
16 NOTARY PUBLIC in and for said
17 County and State



18 TRENT, TYRELL & PHILLIPS

19 
20 ELYSE M. TYRELL, ESQ.
21 11920 So. Southern Highlands
22 Parkway, Suite 200
23 Las Vegas, Nevada 89141
24
25
26
27
28

ORIGINAL

AFFOM

ELYSE M. TYRELL, ESQ.

Nevada Bar No: 5531

TRENT, TYRELL & PHILLIPS

11920 So. Southern Highlands

Parkway, Suite 200

Las Vegas, Nevada 89141

(702) 382-2210

Attorney for the Guardian,

ROBERT L. ANSARA

FILED

MAY 5 4 29 PM '08

Chaf
CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship
of the person and estate of
JEAN RUTH ECHEVARRIA, an Adult Ward.

) CASE NO. G 27262
) Dept No. H
) Family Court
)

AFFIDAVIT OF MAILING

Date of Hearing: 02/27/08
Time of Hearing: 9:00 a.m.

STATE OF NEVADA)
: SS:
COUNTY OF CLARK)

LAURA L. ROHDE, being first duly sworn according to law, deposes
and says:

On the 2nd day of May, 2008, I personally placed in envelopes,
postage fully prepaid, first class mail thereon, copies of the
Petition, along with a copy of the Notice, addressed to the persons
whose names and addresses are set forth on Exhibit "1" which is
attached hereto and incorporated herein by reference, and deposited
the same in the Post Office at Las Vegas, Nevada.

There is a regular communication by mail between the Post

.....

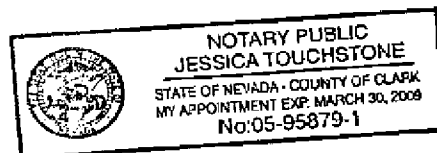
.....

.....

1 Office at Las Vegas, Nevada, and the addresses to which the
2 above-referenced documentation was mailed.

3
4 
5 LAURA L. ROHDE

6
7 SUBSCRIBED and SWORN to before me
8 this 2nd day of May, 2008.



9
10 NOTARY PUBLIC In and for said
11 County and State
12
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15
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Exhibit "1"

1
2 Robert L. Ansara
P.O. Box 30785
3 Las Vegas, NV 89173
4 Angel Echevarria
Anthony Echevarria
5 12 Desert Highlands Drive
Henderson, NV 89052
6
Michael Echevarria
7 120 Pana Drive
Hendersonville, TN 37075
8
Robert Echevarria
9 P.O. Box 5496
Mohave Valley, AZ 86446
10
Michael T. Echevarria
11 Tersa Echevarria
c/o Paula Cunningham
12 P.O. Box 341
La Canada, CA 91012
13
Ana Echevarria
14 Amanda Echevarria
c/o Angel Echevarria
15 12 Desert Highlands Drive
Henderson, NV 89052
16
Elizabeth Brickfield, Esq.
17 300 S. Fourth Street #1700
Las Vegas, NV 89101
18
Darius A. Baghai, Esq.
19 144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212
20
Cary Colt Payne, Esq.
21 700 South Eighth Street
Las Vegas, NV 89101
22
Gary Vandever
23 501 Park Avenue, Suite B
Lebanon, TN 37087
24
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27
28

OBJ

Lionel Sawyer & Collins
Elizabeth Brickfield, Bar No. 6236
Meredith Stow, Bar No. 9203
300 South 4th Street
Las Vegas, NV 89101
(702) 383-8888 (phone)
Attorney for Angel Echevarria

FILED

MAY 16 2:21 PM '08

Cliff Stow
CLERK OF THE COURT

DISTRICT COURT, FAMILY COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the
Person and Estate of

JEAN R. ECHEVARRIA,

an adult ward.

Case No.: G 27262

Dept. No.: H

Date of Hearing: May 21, 2008

Time of Hearing: 9:00 a.m.

OBJECTION IN PART TO PETITION

Angel Echevarria ("Angel"), by and through her counsel, Elizabeth Brickfield, Esq., and Meredith Stow, Esq., of the law firm of Lionel Sawyer & Collins, hereby objects in part to Robert Ansara's Petition, and joins in the remainder of Mr. Ansara's Petition.

1. As this Court recalls, Angel agreed to Mr. Ansara's proposal to abandon or discontinue the Tennessee appeal conditioned upon Michael Echevarria's ("Michael") agreement to refrain from foreclosing on their mother's real property for as long as the properties were needed to provide for her care, treatment and maintenance.

2. At the February 27, 2008 hearing, Michael agreed in open court to refrain from foreclosing on Jean Echevarria's ("Jean") real property for as long as the properties were needed to provide for her care, treatment and maintenance.

3. Mr. Ansara's petition alleges that Michael is now refusing to honor the agreement he made in open court not to foreclose on his mother's real property.

4. Since Michael is refusing to honor his agreement not to foreclose on his mother's real property, Angel believes this Court should direct Mr. Ansara to continue with the Tennessee appeal.

RECEIVED
 MAY 16 2008
 CLERK OF THE COURT
 LIONEL SAWYER & COLLINS
 1700 BANK OF AMERICA
 PLAZA
 300 SOUTH FOURTH STREET
 LAS VEGAS, NEVADA 89101
 PHONE 702.383.8888
 FAX 702.383.8845


1 5. As Guardian of Jean's Estate, Mr. Ansara has a duty under NRS 159.083(1) to
2 "[p]rotect, preserve, manage and dispose fo the estate of the ward according to law and for the best
3 interests of the ward." Under NRS 159.095, Mr. Ansara is bound to "appear and represent the ward
4 in all actions, suits or proceedings to which the ward is a party."

5 6. Angel believes that the Tennessee appeal is in her mother's best interests, since the
6 appeal provides the only possible defense of Jean's assets now that Michael refuses to honor his
7 agreement not to foreclose on her real property.

8 7. Angel asks this Court to enter an Order directing Michael Echevarria not to foreclose
9 upon the Ward's real property, directing Robert Ansara to continue with the Tennessee appeal, and
10 surcharging all parties' fees, costs and expenses associated with this particular matter against Michael
11 Echevarria.

12 Dated this 16 day of May, 2008.

13 LIONEL SAWYER & COLLINS

14 By 
15 Elizabeth Brickfield, Bar No. 6236
16 Meredith Stow, Bar No. 9203
17 Lionel Sawyer & Collins
18 300 South Fourth Street, Suite 1700
19 Las Vegas, Nevada 89101

20 Attorneys for Angel Echevarria
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that on the 14 day of May, 2008, service of the foregoing OBJECTION IN PART TO PETITION, with a courtesy copy sent by facsimile, was made by U. S. Mail addressed to the following address:

Elyse Tyrell, Esq.
Trent Tyrell & Phillips
11920 Southern Highlands Parkway, Suite 200
Las Vegas, NV 89141
Attorney for Robert Ansara

Cary Colt Payne, Esq.
700 S. Eighth Street
Las Vegas, NV 89101
Counsel for Michael Echevarria

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052



Mai Ticu, an employee of
LIONEL SAWYER & COLLINS

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding OBJECTION IN PART TO PETITION filed in or submitted for District Court Case number G27262.

☒ Does not contain the social security number of any person.

-OR-

☐ Contain the social security number of a person as required by:

A. A specific state or federal law, to wit: _____

-OR-

B. For the administration of a public program or for an application of a federal or state grant.

Dated this 16 day of May, 2008.



Meredith Stow, Esq.
Lionel Sawyer & Collins
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101

ORIGINAL

FILED

NOH

Lionel Sawyer & Collins
Elizabeth Brickfield, Bar No. 6236
Meredith Stow, Bar No. 9203
300 South 4th Street
Las Vegas, NV 89101
(702) 383-8888 (phone)

Attorney for Angel Echevarria

DISTRICT COURT, FAMILY COURT
CLARK COUNTY, NEVADA

JUN 12 2008

FILED
CLERK OF THE COURT

JUN 12 12 23 PM '08

CLERK OF THE COURT

In the Matter of the Person and Estate

of

JEAN R. ECHEVARRIA,

an adult ward.

Case No.: G 27262
Dept. No.: H

Date of Hearing: June 25, 2008
Time of Hearing: 10:00 a.m.

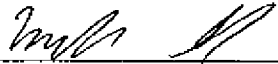
**NOTICE OF HEARING ON PETITION FOR ORDER INCREASING ALLOWANCE
FOR WARD'S HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE**

TO: ALL PARTIES

PLEASE BE ADVISED that the undersigned will bring the above PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE, a copy of which is attached as Exhibit A, on for hearing on the 25th day of June, 2008, in Department H of the above-entitled court at 10:00 a.m. or as soon thereafter as this matter may be heard.

Dated this 11 day of June, 2008.

LIONEL SAWYER & COLLINS

By 
Elizabeth Brickfield, Bar No. 6236
Meredith Stow, Bar No. 9203
Lionel Sawyer & Collins
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101

Attorneys for Angel Echevarria

LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
80 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702.383.8888
FAX 702.383.8845

1 CERTIFICATE OF SERVICE

2 I hereby certify that on the 12 day of June, 2008, service of the foregoing NOTICE OF
3 HEARING ON PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S
4 HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE was made by U. S. Mail
5 addressed to the following address:

6
7
8 Cary Colt Payne, Esq.
9 Cary Colt Payne Chtd.
10 700 South Eighth Street
11 Las Vegas, NV 89101
12 Counsel for Michael Echevarria

13 Elyse Tyrell, Esq.
14 Trent Tyrell & Phillips
15 11920 Southern Highlands Parkway, Suite 200
16 Las Vegas, NV 89141
17 Attorney for Robert Ansara

18 Ana Echevarria
19 Anthony Echevarria
20 c/o Angel Echevarria
21 12 Desert Highlands Drive
22 Henderson, NV 89052

23
24
25 

26 Mai Tieu, an employee of
27 LIONEL SAWYER & COLLINS

EXHIBIT A

EXHIBIT A

1 **PET**

2 Lionel Sawyer & Collins
3 Elizabeth Brickfield, Bar No. 6236
4 Meredith Stow, Bar No. 9203
5 300 South 4th Street
6 Las Vegas, NV 89101
7 (702) 383-8888 (phone)
8 Attorney for Angel Echevarria

9
10 DISTRICT COURT, FAMILY COURT
11 CLARK COUNTY, NEVADA
12

13 In the Matter of the Person and Estate)
14 of)
15)
16)
17)
18)
19)
20)
21)
22)
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26)
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28)

Case No.: G 27262
Dept. No.: H

JEAN R. ECHEVARRIA,
an adult ward.

Date of Hearing: June 25, 2008
Time of Hearing: 10:00 a.m.

**PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S HOUSEHOLD
EXPENSES AND AUTHORIZING CAREGIVER'S FEE**

Angel Echevarria, by and through her counsel of record, Elizabeth Brickfield, Esq., and Meredith Stow, Esq., of Lionel Sawyer & Collins, hereby petitions this Court for an order increasing the monthly amount of money available for the Ward's household expenses and authorizing Ms. Echevarria to receive a reasonable monthly cash allowance for the caregiver services she performs for her mother, the Ward, Jean Echevarria ("Jean").

Angel Echevarria makes and bases her petition on all of the pleadings and papers on file, the following points and authorities and all exhibits attached thereto.

Dated this 11 day of June, 2008.

LIONEL SAWYER & COLLINS

By: 

Elizabeth Brickfield, Esq., NSB #6236
Meredith Stow, Esq., NSB #9203
Lionel Sawyer & Collins
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101
Telephone: (702) 383-8888

Attorneys for Angel Echevarria

LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
00 SOUTH FOURTH STREET
AS VEGAS, NEVADA 89101
PHONE 702.383.8888
FAX 702.383.8845

1 Memorandum of Points and Authorities

2 I. Statement of Facts

3 The Ward lives with Ms. Echevarria, her daughter, and receives around the clock care from
4 Ms. Echevarria. Because Ms. Echevarria provides full-time care for her mother, she does not have
5 an outside job. Jean therefore relies entirely on her monthly \$874.00 Social Security payment to pay
6 for all of her food, gasoline, household items, personal items, and leisure activities.

7 Although the Guardianship Estate receives an \$8,900.00 monthly income from Jean's
8 California property, those funds are spent to pay Jean's fixed costs, such as her mortgage and utilities.
9 The mortgage for Jean's home is almost \$4,000.00 per month, and the utilities average around
10 \$1,585.00 per month. Mr. Ansara noted that as of March, 2008, "[a]ll of the bills relating to the
11 home are current, the mortgage is current, and the basic services (pool, bottled water, landscaping,
12 pest control, etc.) are up to date and paid for." (See Exhibit 1, Mr. Ansara's Summary.)¹

13 Ms. Echevarria has not received a breakdown of how the Guardianship Estate's monthly costs
14 and income spent. However, Mr. Ansara has informed Ms. Echevarria that most of the monthly
15 income from Jean's California property is spent on her fixed costs, such as her mortgage and utilities.
16 (See Exhibit 2, email to from Mr. Ansara's office.)

17 Until recently, Jean was able to live off of her monthly Social Security payment. However,
18 due to the rising costs of gasoline and food prices, Jean's monthly Social Security payment is no
19 longer sufficient to meet her needs for food, gasoline, household items, personal items, and leisure
20 activities.

21 Because Ms. Echevarria provides full-time care for her mother, she does not have an outside
22 job. Ms. Echevarria does not have any money to provide her mother with any enjoyment or

23
24 ¹ The Guardianship Estate owes approximately \$58,169.52 to various financial institutions
25 for Jean's various credit card debts incurred before the guardianship was in place, and about
26 \$41,998.43 for Jean's other credit card debts and regular expenses, such as pool maintenance. (See
27 Exhibit 1.) The Guardianship Estate also owes money to multiple law firms. However, the
28 Guardianship Estate will almost certainly be able to arrange for payments plans to pay off these debts
over time. It would go against the purposes of guardianship law to deprive the Ward of necessary
living expenses in order to immediately pay creditors. This Court recognized that principle when
it ordered Michael Echevarria not to foreclose on the Ward's real property because the income from
the real property is needed for the Ward's maintenance.

1 activities. She cannot take her mother out for dinner, much less take her on a vacation to visit family
2 members. (See Exhibit 3, emails to Mr. Ansara.) Because of Jean's dementia, she cannot understand
3 why she can't go on such outings, and she becomes very depressed when Ms. Echevarria tries to
4 explain.

5 Ms. Echevarria has had to send Mr. Ansara multiple emails requesting additional money to
6 provide for Jean's daily living needs such as food and gasoline. (See Exhibits 2 and 3.) Ms.
7 Echevarria understands that the Guardianship Estate does not have large amounts of cash on hand
8 at this time, but she was informed by Mr. Ansara that there will soon be additional funds coming in
9 on a monthly basis. Mr. Ansara provided an update of the Guardianship and Trust on March 1, 2008,
10 in which he stated that in "the third quarter of this year, the monthly distribution should increase by
11 almost \$2,500.00." (See Exhibit 4, Mr. Ansara's Guardianship/Trust Update.)

12 Angel Echevarria also requests that this Court authorize her to receive a \$500.00 monthly
13 cash allowance in recognition of her work as the Ward's full-time caregiver. It is appropriate for this
14 Court to authorize Ms. Echevarria to receive a reasonable monthly cash allowance for her caregiver
15 services. Ms. Echevarria has lived with Jean for many years, even before these guardianship
16 proceedings were initiated, and always provided care and assistance for her. Ms. Echevarria
17 continues to perform an invaluable service for her mother by serving as her full-time caregiver. Ms.
18 Echevarria's service for her mother allows her to live at home, where she is familiar and comfortable.
19 Without Ms. Echevarria's service, the Ward's Estate would have to pay several thousand dollars for
20 full-time caregivers for Jean.

21 Ms. Echevarria acknowledges that the Guardianship Estate does not charge her rent for living
22 in the Ward's house and pays for her cell phone and other household costs such as utilities.
23 However, the benefits Ms. Echevarria provides to her mother by serving as her full-time, live-in
24 caregiver and allowing Jean to live comfortably with her family far exceed the money spent on Ms.
25 Echevarria. Without Ms. Echevarria's service, the Ward's Estate would have to pay several thousand
26 dollars for full-time caregivers for Jean.

27 ///

28 ///

1 **II. Statement of Law and Argument**

2 **A. The Ward's household expenses have increased significantly in recent months,**
3 **and more money is needed to pay for them.**

4 Angel Echevarria requests that this Court authorize an additional \$300.00 monthly payment
5 to be used for Jean's household expenses and regular living expenses, such as food and gasoline.

6 Jean relies entirely on her monthly \$874.00 Social Security payment to pay for all of her
7 food, gasoline, household items, and personal items. Until recently, Jean was able to live off of her
8 monthly Social Security payment. However, due to the rising costs of gasoline and food prices,
9 Jean's monthly Social Security payment is no longer sufficient to meet her needs for food, gasoline,
10 household items and personal items. Because Ms. Echevarria is providing full-time care for her
11 mother, she cannot have a second job. Ms. Echevarria cannot afford to provide her mother with
12 those necessities, much less provide her mother with any enjoyment or leisure activities like going
13 out for dinner. (See Exhibit 2.)

14 This Court has authority to order an additional \$300.00 monthly payment for the Ward's
15 living expenses. Nevada law clearly holds that the ward's estate must be managed and used for the
16 ward's best interests. Anderson v. Anderson, 54 Nev. 108, 114 (1932). It is well-established that
17 the Guardianship Court may direct the guardian to disburse monthly payments for the ward's benefit.

18 Here, it is in the Ward's best interests for this Court to order an additional \$300.00 monthly
19 payment to be distributed to ensure that the Ward's living needs and household expenses are met.
20 The additional \$300.00 monthly payment will benefit Jean directly, since it will be spent on living
21 expenses and activities for Jean's enjoyment.

22 **B. Ms. Echevarria should be paid a reasonable monthly allowance for her full-time**
23 **caregiver services she provides to the Ward.**

24 Angel Echevarria also requests that this Court authorize her to receive a \$500.00 monthly
25 cash allowance in recognition of her work as the Ward's full-time caregiver.

26 It is appropriate for this Court to authorize Ms. Echevarria to receive a reasonable monthly
27 cash allowance for her caregiver services. Ms. Echevarria has lived with Jean for many years, even
28 before these guardianship proceedings were initiated, and always provided care and assistance for

1 her. Ms. Echevarria continues to perform an invaluable service for her mother by serving as her full-
2 time caregiver. Ms. Echevarria's service for her mother allows her to live at home, where she is
3 familiar and comfortable. Without Ms. Echevarria's service, the Ward's Estate would have to pay
4 several thousand dollars for full-time caregivers for Jean.

5 Ms. Echevarria acknowledges that the Guardianship Estate does not charge her rent for living
6 in the Ward's house and pays for her cell phone and other household costs such as utilities.
7 However, the benefits Ms. Echevarria provides to her mother by serving as her full-time, live-in
8 caregiver and allowing Jean to live comfortably with her family far exceed the money spent on Ms.
9 Echevarria. Without Ms. Echevarria's service, the Ward's Estate would have to pay several thousand
10 dollars for full-time caregivers for Jean. While this specific issue has not been addressed by the
11 Nevada Supreme Court, other jurisdictions have approved regular allowances made to a caregiver
12 who lives with the ward and provide regular assistance to the ward, even when the caregiver is not
13 the ward's guardian. See In re Wentz, 9 Misc. 240, 30 N.Y.S. 211 (1894); In re Harland, 2003 Conn.
14 Supp. LEXIS 1375.

15 This Court has authority to order a \$500.00 monthly payment for Ms. Echevarria's services
16 as full-time caregiver to her mother. It is well-established that the Guardianship Court may direct
17 the guardian to disburse monthly payments for the ward's benefit. Here, Ms. Echevarria performs
18 an invaluable service for her mother by serving as her full-time caregiver. Ms. Echevarria has
19 sacrificed her own independence for her mother's benefit by choosing to remain at home caring for
20 her mother. Ms. Echevarria's sacrifices and services she provides for her mother have improve the
21 Ward's quality of life and allow the Ward to remain comfortably at home, surrounded by her family.
22 Without Ms. Echevarria's service, the Ward's Estate would have to pay several thousand dollars for
23 full-time caregivers for Jean.

24 Because there will soon be approximately \$2,500.00 in additional cash coming in each month
25 to the Guardianship Estate, it will not burden the Estate to pay Ms. Echevarria a reasonable monthly
26 sum for her services. Ms. Echevarria asks that this Court authorize her to receive a monthly cash
27 allowance of \$500.00 in recognition of the full-time caregiver duties she performs for the Ward.

28 ///

1 **III. Conclusion**

2 The Ward's regular household and living expenses cannot be met solely by her monthly
3 Social Security payment. An additional \$300.00 monthly payment distributed to Ms. Echevarria
4 would benefit Jean because it would ensure that her living needs are met. As such, Ms. Echevarria
5 asks that this Court authorize her to receive an additional \$300.00 monthly payment to be used for
6 regular household expenses and activities for Jean's enjoyment.

7 Dated this 11 day of June, 2008.

8 LIONEL SAWYER & COLLINS

9 By 

10 Elizabeth Brickfield, Bar No. 6236

11 Meredith Stow, Bar No. 9203

12 Lionel Sawyer & Collins

13 300 South Fourth Street, Suite 1700

14 Las Vegas, Nevada 89101

15 Attorneys for Angel Echevarria

VERIFICATION AND CONSENT

I, ANGEL ECHEVARRIA, under penalty of perjury of the laws of the State of Nevada, depose and say:

I have read the PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE and know the contents thereof; that the same is true of my own knowledge, except as to those matters stated on information and belief, and that as to such matters I believe them to be true and I hereby consent to the filing of this petition.

Dated this 10 day of June, 2008.


ANGEL ECHEVARRIA

CERTIFICATE OF SERVICE

I hereby certify that on the 10 day of June, 2008, service of the foregoing PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE was made by U. S. Mail addressed to the following address:

Cary Colt Payne, Esq.
Cary Colt Payne Chtd.
700 South Eighth Street
Las Vegas, NV 89101
Counsel for Michael Echevarria

Elyse Tyrell, Esq.
Trent Tyrell & Phillips
11920 Southern Highlands Parkway, Suite 200
Las Vegas, NV 89141
Attorney for Robert Ansara

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052



Mai Tieu, an employee of
LIONEL SAWYER & COLLINS

EXHIBIT 1

EXHIBIT 1

TOPICS FOR MEETING WITH ANGEL ECHEVARRIA
WEEK OF JANUARY 7, 2008

- Update and status of Foster City building
- Tax preparation for 07, planning for 08, tax return copies, etc.
- Home sale update
- Home repair update
- Cell phones
- Getting bills to us more quickly, i.e. Storage One and Nevada Power
- Credit card and other bills – ones you have on internet and don't get mailed.

1. Capital One	4862 3625 1395 6311	AE	\$	467.33	
2. Wells Fargo	5497 1400 0423 6306	AE	\$	4,855.85	
3. Wells Fargo	4465 4201 1731 9228	AE	\$	8,044.69	
4. Optima	3725 785414 41004	AE	\$	422.79	
5. Chase	4305 8710 6966 0858	AE	\$	19,119.02	
6. Kohl's	037 5519 436	AE	\$	248.11	
7. Providian	4185 8680 0021 6357	AE	\$	5,290.80	
8. Citibank	4278 0000 1112 5017	AE	\$	6,970.63	
9. Discover		0476 AE	\$	12,750.30	<u>\$ 58,169.52</u>
10. BofA	5200 0113 1388 6255	AJ	\$	17,158.72	
11. AMEX	372315258282005	JE	\$	1,051.43	
12. Citibank	5121 0718 4972 6447	JE	\$	12,133.23	
13. Citibank	5466 1601 4181 4895	JE	\$	22,039.25	
14. Capital One	5291 4921 1063 6061	JE	\$		
15. GE Money		7546 JE	\$		
16. Sands/Kahana			\$	525.80	
17. J and J Pool			\$	90.00	
18. Anthem Country Club			\$		<u>\$41,998.43</u>

EXHIBIT 2

EXHIBIT 2

From: Rlansara@aol.com
Date: 5/28/2008 1:20:23 PM
To: angelwon@cox.net
Cc: SaraAnsara@aol.com
Subject: Re: Money

Hi Angel,

We don't have much in the account at the moment. After the June money arrives it will be better. I'll send you a check today.

Bob

PS Would you please give Mr. Spease's number. Thanks.

In a message dated 5/27/2008 4:51:20 PM Pacific Daylight Time, angelwon@cox.net writes:
Bob,

I am FLAT BROKE. Is there any money in the trust account so I can get 100 dollars for gas and and food for the rest of the month? Please let me know A.S.A.P.

Thanks,

Angel

EXHIBIT 3

EXHIBIT 3

From: Angel Echevarria [mailto:angelwon@cox.net]
Sent: Friday, January 11, 2008 12:02 PM
To: Bob Ansara
Cc: Sara Ansara
Subject: Money

Bob,

I don't have ANY money. I would like to pick up a check today. The money will be used for or has been used for:

75.00	Brakes (front)
60.00	meds (mom went to the dr's last week for her hip it was bothering her and I had to get some meds for that.)
120.00	Gasoline for van (the rest of the month)
40.00	School supplies (notebook and another backpack)
30.00	Oil Change (last week)

325.00 Total

Please let me know A.S.A.P.

Thank you,
Angel

From: Angel Echevarria
Date: 4/7/2008 10:44:02 AM
To: Bob Ansara
Cc: Sara Ansara
Subject: Money

Bob,

Things here are VERY depressing. I would like to pick up a check for 300.00 today for me. I have been doing a lot around here and I'm tired of NOT having any money for myself. Is that possible?

Angel

From: Angel Echevarria
Date: 4/15/2008 9:23:08 AM
To: Bob Ansara
Cc: Sara Ansara
Subject: Money

Bob,

With the prices on EVERYTHING going up things here are not going well. We are FLAT BROKE. My Mom is expecting friends this week to stay here and we can't even afford to feed them let alone go to dinner with them. (Dutch) Is there ANY way that HER trust can let HER enjoy herself this weekend? We would like to take them around town and that would require gas. I am asking for an extra 500 dollars that would take her to the end of the month with gas prices raising rapidly. I do try to take My Mom out a lot to at least get out of the house. She gets bored and depressed sitting in the house all day long. Please let me know what you can possibly do for her.

Thank you,

Angel

From: Angel Echevarria
Date: 5/11/2008 10:35:10 PM
To: Bob Ansara
Cc: Sara Ansara
Subject: Money

Bob,

Well here is another e-mail begging for money. I know that you are aware of the cost of living going up. So could I PLEASE get a check on Wednesday at court. I guess it doesn't matter what I ask for so if I can get what ever you think that I need I would appreciate it.

If court is for whatever reason cancelled please let me know.

Thank you,
Angel

From: Angel Echevarria
Date: 5/14/2008 2:56:37 PM
To: Bob Ansara
Subject: Money

Bob,

When I e-mail you this week I had asked if I could please pick up a check from you at court and you e-mail me back saying you didn't know if there was court and you were going to call me on Wednesday morning. I even e-mailed you earlier today to call me. Well I'm still waiting. Well does that mean I can pick up a check or not? I don't understand what I'm waiting for? I know that you were out of town but your not now. Bob, I really don't think that I ask for much and I feel I have to beg all the time. Please let me know if I'm wrong or not.

Angel

Just to let you know that we will be going to Calif. this weekend, not on the estates expense but my Mom nephew is giving us gas money to visit.

EXHIBIT 4

EXHIBIT 4

Echevarria Guardianship/Trust Update as of March 1, 2008

- **Home in Anthem** – We have been marketing the property with an Anthem specialist, husband and wife team from Prudential Americana Group. So far, we have not had any offers. Though the home shows "OK", there is enough competing product on the market in as good or better shape for less money. This condition is preventing us from getting any offers, credible or otherwise. The Realtors are strongly recommending a price reduction and though I am in favor of it, we are looking at a cross section of comps now to determine if it is the best time and if so, how much the reduction should/can be. All of the bills relating to the home are current, the mortgage is current, and the basic services (pool, bottled water, landscaping, pest control, etc.) are up to date and paid for.
- **Commercial income property in Foster City, California** – The building has two large tenants. One, the California Teacher's Union, is in the middle of the lease and a very good tenant. The other, Applera, is at the end of their lease and have indicated their intent to renew. The renewal negotiations have taken place between Mr. Wong from Applera and Mr. Steinriede, from Dover Management (property manager) and communications have been exchanged. Currently, we are waiting for Applera to sign the lease renewal of 5 years with a three year out clause. If that happens, the Guardianship's cash flow, at least in the near term, is on more solid footing. In the third quarter of this year, the monthly distribution should increase from by almost \$2500.00 per partner. It is the hope that the subject of selling the building will be revisited in 2009 which would give the partnership ample time to market the property (if that is the decision made) with two strong/viable leases.
- **Life Insurance** – New York Life still has not responded to our many letters and calls. They have claimed that the policy in Robert's name cannot be used to borrow against by the Guardianship. The other two policies have loans against them but are being considered as well. The purpose of the loans would be to successfully negotiate the credit card debt not being serviced at present.
- **Housing replacement** – There have been two or three possibilities discussed:
 - a. When the Anthem home sells, the Guardianship will purchase a smaller, more affordable home in Las Vegas so that Jean can continue living in a "home" environment with Angel remaining as her primary care-giver.
 - b. When the Anthem home sells, Angel will petition the court to move with her Mother Jean to another state like Texas.
 - c. If the Anthem home doesn't sell, explore leasing it for enough money to cover all of the expenses and then renting/leasing another home for the short term until the market recovers.

RECEIVED

MAR 6 7 2008

ENCLOSURE

- d. If the Anthem home sells, renting or leasing a replacement home until a longer range plan can be developed.
- e. Though this has not been openly discussed, it ought to be on the options list. If, for some reason, Angel couldn't or didn't want to continue serving as her Mother's primary care-giver, we would want to consider a multi-level care facility capable of providing Jean with the type of care needed at the time.
- **Notes payable, liens, fees, etc.** – no payments are being made on any interest, principle, legal fees, guardianship fees, or loans. If and when there is a positive cash flow, with some reserves for emergencies, some payments may resume.
- **Taxes** – The estate has contracted with Amy Gallup to prepare the 2007 taxes. At the same time, she will review all of the previously made decisions/assumptions regarding depreciation and gains/losses to determine if any present tax problems for the Guardianship/Trust going forward. I am waiting to get confirmation of any carry forward deductions as no provision is currently being made for income taxes. Previously, Angel had informed me that we don't/won't owe any for 2007 due to carry forward losses/deductions.

As always, please call or e-mail me with any questions or comments.

Regards,


Robert L. Ansara

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE filed in or submitted for District Court Case number G27262.

☒ Does not contain the social security number of any person.

-OR-

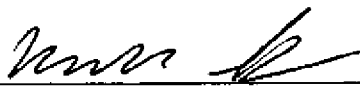
☐ Contain the social security number of a person as required by:

A. A specific state or federal law, to wit: _____

-OR-

B. For the administration of a public program or for an application of a federal or state grant.

Dated this 11 day of June, 2008.



Meredith Stow, Esq.
Lionel Sawyer & Collins
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101
Attorneys for Angel Echevarria

AFFIRMATION
Pursuant to NRS 239B.030

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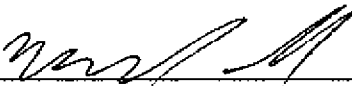
☐ Contain the social security number of a person as required by:

A. A specific state or federal law, to wit: _____

-OR-

B. For the administration of a public program or for an application of a federal or state grant.

Dated this 11 day of June, 2008.



Meredith Stow, Esq.
Lionel Sawyer & Collins
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101
Attorneys for Angel Echevarria

30

PET

Lionel Sawyer & Collins
Elizabeth Brickfield, Bar No. 6236
Meredith Stow, Bar No. 9203
300 South 4th Street
Las Vegas, NV 89101
(702) 383-8888 (phone)
Attorney for Angel Echevarria

FILED

JUN 12 12 20 PM '08

Ch. Clerk
CLERK OF THE COURT

DISTRICT COURT, FAMILY COURT

CLARK COUNTY, NEVADA

In the Matter of the Person and Estate)
of)
JEAN R. ECHEVARRIA,)
an adult ward.)

Case No.: G 27262
Dept. No.: H

Date of Hearing: June 25, 2008
Time of Hearing: 10:00 a.m.

**PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S HOUSEHOLD
EXPENSES AND AUTHORIZING CAREGIVER'S FEE**

Angel Echevarria, by and through her counsel of record, Elizabeth Brickfield, Esq., and Meredith Stow, Esq., of Lionel Sawyer & Collins, hereby petitions this Court for an order increasing the monthly amount of money available for the Ward's household expenses and authorizing Ms. Echevarria to receive a reasonable monthly cash allowance for the caregiver services she performs for her mother, the Ward, Jean Echevarria ("Jean").

Angel Echevarria makes and bases her petition on all of the pleadings and papers on file, the following points and authorities and all exhibits attached thereto.

Dated this 11 day of June, 2008.

LIONEL SAWYER & COLLINS

By:

Elizabeth Brickfield
Elizabeth Brickfield, Esq., NSB #6236
Meredith Stow, Esq., NSB #9203
Lionel Sawyer & Collins
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101
Telephone: (702) 383-8888

Attorneys for Angel Echevarria

1 **Memorandum of Points and Authorities**

2 **I. Statement of Facts**

3 The Ward lives with Ms. Echevarria, her daughter, and receives around the clock care from
4 Ms. Echevarria. Because Ms. Echevarria provides full-time care for her mother, she does not have
5 an outside job. Jean therefore relies entirely on her monthly \$874.00 Social Security payment to pay
6 for all of her food, gasoline, household items, personal items, and leisure activities.

7 Although the Guardianship Estate receives an \$8,900.00 monthly income from Jean's
8 California property, those funds are spent to pay Jean's fixed costs, such as her mortgage and utilities.
9 The mortgage for Jean's home is almost \$4,000.00 per month, and the utilities average around
10 \$1,585.00 per month. Mr. Ansara noted that as of March, 2008, "[a]ll of the bills relating to the
11 home are current, the mortgage is current, and the basic services (pool, bottled water, landscaping,
12 pest control, etc.) are up to date and paid for." (See Exhibit 1, Mr. Ansara's Summary.)¹

13 Ms. Echevarria has not received a breakdown of how the Guardianship Estate's monthly costs
14 and income spent. However, Mr. Ansara has informed Ms. Echevarria that most of the monthly
15 income from Jean's California property is spent on her fixed costs, such as her mortgage and utilities.
16 (See Exhibit 2, email to from Mr. Ansara's office.)

17 Until recently, Jean was able to live off of her monthly Social Security payment. However,
18 due to the rising costs of gasoline and food prices, Jean's monthly Social Security payment is no
19 longer sufficient to meet her needs for food, gasoline, household items, personal items, and leisure
20 activities.

21 Because Ms. Echevarria provides full-time care for her mother, she does not have an outside
22 job. Ms. Echevarria does not have any money to provide her mother with any enjoyment or

23
24 ¹ The Guardianship Estate owes approximately \$58,169.52 to various financial institutions
25 for Jean's various credit card debts incurred before the guardianship was in place, and about
26 \$41,998.43 for Jean's other credit card debts and regular expenses, such as pool maintenance. (See
27 Exhibit 1.) The Guardianship Estate also owes money to multiple law firms. However, the
28 Guardianship Estate will almost certainly be able to arrange for payments plans to pay off these debts
over time. It would go against the purposes of guardianship law to deprive the Ward of necessary
living expenses in order to immediately pay creditors. This Court recognized that principle when
it ordered Michael Echevarria not to foreclose on the Ward's real property because the income from
the real property is needed for the Ward's maintenance.

1 activities. She cannot take her mother out for dinner, much less take her on a vacation to visit family
2 members. (See Exhibit 3, emails to Mr. Ansara.) Because of Jean's dementia, she cannot understand
3 why she can't go on such outings, and she becomes very depressed when Ms. Echevarria tries to
4 explain.

5 Ms. Echevarria has had to send Mr. Ansara multiple emails requesting additional money to
6 provide for Jean's daily living needs such as food and gasoline. (See Exhibits 2 and 3.) Ms.
7 Echevarria understands that the Guardianship Estate does not have large amounts of cash on hand
8 at this time, but she was informed by Mr. Ansara that there will soon be additional funds coming in
9 on a monthly basis. Mr. Ansara provided an update of the Guardianship and Trust on March 1, 2008,
10 in which he stated that in "the third quarter of this year, the monthly distribution should increase by
11 almost \$2,500.00." (See Exhibit 4, Mr. Ansara's Guardianship/Trust Update.)

12 Angel Echevarria also requests that this Court authorize her to receive a \$500.00 monthly
13 cash allowance in recognition of her work as the Ward's full-time caregiver. It is appropriate for this
14 Court to authorize Ms. Echevarria to receive a reasonable monthly cash allowance for her caregiver
15 services. Ms. Echevarria has lived with Jean for many years, even before these guardianship
16 proceedings were initiated, and always provided care and assistance for her. Ms. Echevarria
17 continues to perform an invaluable service for her mother by serving as her full-time caregiver. Ms.
18 Echevarria's service for her mother allows her to live at home, where she is familiar and comfortable.
19 Without Ms. Echevarria's service, the Ward's Estate would have to pay several thousand dollars for
20 full-time caregivers for Jean.

21 Ms. Echevarria acknowledges that the Guardianship Estate does not charge her rent for living
22 in the Ward's house and pays for her cell phone and other household costs such as utilities.
23 However, the benefits Ms. Echevarria provides to her mother by serving as her full-time, live-in
24 caregiver and allowing Jean to live comfortably with her family far exceed the money spent on Ms.
25 Echevarria. Without Ms. Echevarria's service, the Ward's Estate would have to pay several thousand
26 dollars for full-time caregivers for Jean.

27 ///

28 ///

1 **II. Statement of Law and Argument**

2 **A. The Ward's household expenses have increased significantly in recent months,**
3 **and more money is needed to pay for them.**

4 Angel Echevarria requests that this Court authorize an additional \$300.00 monthly payment
5 to be used for Jean's household expenses and regular living expenses, such as food and gasoline.

6 Jean relies entirely on her monthly \$874.00 Social Security payment to pay for all of her
7 food, gasoline, household items, and personal items. Until recently, Jean was able to live off of her
8 monthly Social Security payment. However, due to the rising costs of gasoline and food prices,
9 Jean's monthly Social Security payment is no longer sufficient to meet her needs for food, gasoline,
10 household items and personal items. Because Ms. Echevarria is providing full-time care for her
11 mother, she cannot have a second job. Ms. Echevarria cannot afford to provide her mother with
12 those necessities, much less provide her mother with any enjoyment or leisure activities like going
13 out for dinner. (See Exhibit 2.)

14 This Court has authority to order an additional \$300.00 monthly payment for the Ward's
15 living expenses. Nevada law clearly holds that the ward's estate must be managed and used for the
16 ward's best interests. Anderson v. Anderson, 54 Nev. 108, 114 (1932). It is well-established that
17 the Guardianship Court may direct the guardian to disburse monthly payments for the ward's benefit.

18 Here, it is in the Ward's best interests for this Court to order an additional \$300.00 monthly
19 payment to be distributed to ensure that the Ward's living needs and household expenses are met.
20 The additional \$300.00 monthly payment will benefit Jean directly, since it will be spent on living
21 expenses and activities for Jean's enjoyment.

22 **B. Ms. Echevarria should be paid a reasonable monthly allowance for her full-time**
23 **caregiver services she provides to the Ward.**

24 Angel Echevarria also requests that this Court authorize her to receive a \$500.00 monthly
25 cash allowance in recognition of her work as the Ward's full-time caregiver.

26 It is appropriate for this Court to authorize Ms. Echevarria to receive a reasonable monthly
27 cash allowance for her caregiver services. Ms. Echevarria has lived with Jean for many years, even
28 before these guardianship proceedings were initiated, and always provided care and assistance for

1 her. Ms. Echevarria continues to perform an invaluable service for her mother by serving as her full-
2 time caregiver. Ms. Echevarria's service for her mother allows her to live at home, where she is
3 familiar and comfortable. Without Ms. Echevarria's service, the Ward's Estate would have to pay
4 several thousand dollars for full-time caregivers for Jean.

5 Ms. Echevarria acknowledges that the Guardianship Estate does not charge her rent for living
6 in the Ward's house and pays for her cell phone and other household costs such as utilities.
7 However, the benefits Ms. Echevarria provides to her mother by serving as her full-time, live-in
8 caregiver and allowing Jean to live comfortably with her family far exceed the money spent on Ms.
9 Echevarria. Without Ms. Echevarria's service, the Ward's Estate would have to pay several thousand
10 dollars for full-time caregivers for Jean. While this specific issue has not been addressed by the
11 Nevada Supreme Court, other jurisdictions have approved regular allowances made to a caregiver
12 who lives with the ward and provide regular assistance to the ward, even when the caregiver is not
13 the ward's guardian. See In re Wentz, 9 Misc. 240, 30 N.Y.S. 211 (1894); In re Harland, 2003 Conn.
14 Supp. LEXIS 1375.

15 This Court has authority to order a \$500.00 monthly payment for Ms. Echevarria's services
16 as full-time caregiver to her mother. It is well-established that the Guardianship Court may direct
17 the guardian to disburse monthly payments for the ward's benefit. Here, Ms. Echevarria performs
18 an invaluable service for her mother by serving as her full-time caregiver. Ms. Echevarria has
19 sacrificed her own independence for her mother's benefit by choosing to remain at home caring for
20 her mother. Ms. Echevarria's sacrifices and services she provides for her mother have improve the
21 Ward's quality of life and allow the Ward to remain comfortably at home, surrounded by her family.
22 Without Ms. Echevarria's service, the Ward's Estate would have to pay several thousand dollars for
23 full-time caregivers for Jean.

24 Because there will soon be approximately \$2,500.00 in additional cash coming in each month
25 to the Guardianship Estate, it will not burden the Estate to pay Ms. Echevarria a reasonable monthly
26 sum for her services. Ms. Echevarria asks that this Court authorize her to receive a monthly cash
27 allowance of \$500.00 in recognition of the full-time caregiver duties she performs for the Ward.


28 ///

1 **III. Conclusion**

2 The Ward's regular household and living expenses cannot be met solely by her monthly
3 Social Security payment. An additional \$300.00 monthly payment distributed to Ms. Echevarria
4 would benefit Jean because it would ensure that her living needs are met. As such, Ms. Echevarria
5 asks that this Court authorize her to receive an additional \$300.00 monthly payment to be used for
6 regular household expenses and activities for Jean's enjoyment.

7 Dated this 11 day of June, 2008.

8 LIONEL SAWYER & COLLINS

9 By 
10 Elizabeth Brickfield, Bar No. 6236
11 Meredith Stow, Bar No. 9203
12 Lionel Sawyer & Collins
13 300 South Fourth Street, Suite 1700
14 Las Vegas, Nevada 89101

15 Attorneys for Angel Echevarria
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28

VERIFICATION AND CONSENT

I, ANGEL ECHEVARRIA, under penalty of perjury of the laws of the State of Nevada, depose and say:

I have read the PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE and know the contents thereof; that the same is true of my own knowledge, except as to those matters stated on information and belief, and that as to such matters I believe them to be true and I hereby consent to the filing of this petition.

Dated this 10 day of June, 2008.


ANGEL ECHEVARRIA

CERTIFICATE OF SERVICE

I hereby certify that on the 14 day of June, 2008, service of the foregoing PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE was made by U. S. Mail addressed to the following address:

Cary Colt Payne, Esq.
Cary Colt Payne Chtd.
700 South Eighth Street
Las Vegas, NV 89101
Counsel for Michael Echevarria

Elyse Tyrell, Esq.
Trent Tyrell & Phillips
11920 Southern Highlands Parkway, Suite 200
Las Vegas, NV 89141
Attorney for Robert Ansara

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052



Mai Tieu, an employee of
LIONEL SAWYER & COLLINS

EXHIBIT 1

EXHIBIT 1

TOPICS FOR MEETING WITH ANGEL ECHEVARRIA
WEEK OF JANUARY 7, 2008

- Update and status of Foster City building
- Tax preparation for 07, planning for 08, tax return copies, etc.
- Home sale update
- Home repair update
- Cell phones
- Getting bills to us more quickly, i.e. Storage One and Nevada Power
- Credit card and other bills – ones you have on internet and don't get mailed.

1. Capital One	4862 3625 1395 6311	AE	\$	467.33	
2. Wells Fargo	5497 1400 0423 6306	AE	\$	4,855.85	
3. Wells Fargo	4465 4201 1731 9228	AE	\$	8,044.69	
4. Optima	3725 785414 41004	AE	\$	422.79	
5. Chase	4305 8710 6966 0858	AE	\$	19,119.02	
6. Kohl's	037 5519 436	AE	\$	248.11	
7. Providian	4185 8680 0021 6357	AE	\$	5,290.80	
8. Citibank	4278 0000 1112 5017	AE	\$	6,970.63	
9. Discover		0476 AE	\$	12,750.30	<u>\$ 58,169.52</u>
10. BofA	5200 0113 1388 6255	AJ	\$	17,158.72	
11. AMEX	372315258282005	JE	\$	1,051.43	
12. Citibank	5121 0718 4972 6447	JE	\$	12,133.23	
13. Citibank	5466 1601 4181 4895	JE	\$	22,039.25	
14. Capital One	5291 4921 1063 6061	JE	\$		
15. GE Money		7546 JE	\$		
16. Sands/Kahana			\$	525.80	
17. J and J Pool			\$	90.00	
18. Anthem Country Club			\$		<u>\$41,998.43</u>

EXHIBIT 2

EXHIBIT 2

From: Rlansara@aol.com
Date: 5/28/2008 1:20:23 PM
To: angelwon@cox.net
Cc: SaraAnsara@aol.com
Subject: Re: Money

Hi Angel,

We don't have much in the account at the moment. After the June money arrives it will be better. I'll send you a check today.

Bob

PS Would you please give Mr. Spease's number. Thanks.

In a message dated 5/27/2008 4:51:20 PM Pacific Daylight Time, angelwon@cox.net writes:
Bob,

I am FLAT BROKE. Is there any money in the trust account so I can get 100 dollars for gas and and food for the rest of the month? Please let me know A.S.A.P.

Thanks,

Angel

EXHIBIT 3

EXHIBIT 3

From: Angel Echevarria [mailto:angelwon@cox.net]
Sent: Friday, January 11, 2008 12:02 PM
To: Bob Ansara
Cc: Sara Ansara
Subject: Money

Bob,

I don't have ANY money. I would like to pick up a check today. The money will be used for or has been used for:

75.00	Brakes (front)
60.00	meds (mom went to the dr's last week for her hip it was bothering her and I had to get some meds for that.)
120.00	Gasoline for van (the rest of the month)
40.00	School supplies (notebook and another backpack)
30.00	Oil Change (last week)

325.00 Total

Please let me know A.S.A.P.

Thank you,
Angel

From: Angel Echevarria
Date: 4/7/2008 10:44:02 AM
To: Bob Ansara
Cc: Sara Ansara
Subject: Money

Bob,

Things here are VERY depressing. I would like to pick up a check for 300.00 today for me. I have been doing a lot around here and I'm tired of NOT having any money for myself. Is that possible?

Angel

From: Angel Echevarria
Date: 4/15/2008 9:23:08 AM
To: Bob Ansara
Cc: Sara Ansara
Subject: Money

Bob,

With the prices on EVERYTHING going up things here are not going well. We are FLAT BROKE. My Mom is expecting friends this week to stay here and we can't even afford to feed them let alone go to dinner with them. (Dutch) Is there ANY way that HER trust can let HER enjoy herself this weekend? We would like to take them around town and that would require gas. I am asking for an extra 500 dollars that would take her to the end of the month with gas prices raising rapidly. I do try to take My Mom out a lot to at least get out of the house. She gets bored and depressed sitting in the house all day long. Please let me know what you can possibly do for her.

Thank you,

Angel

From: Angel Echevarria
Date: 5/11/2008 10:35:10 PM
To: Bob Ansara
Cc: Sara Ansara
Subject: Money

Bob,

Well here is another e-mail begging for money. I know that you are aware of the cost of living going up. So could I PLEASE get a check on Wednesday at court. I guess it doesn't matter what I ask for so if I can get what ever you think that I need I would appreciate it.

If court is for whatever reason cancelled please let me know.

Thank you,
Angel

From: Angel Echevarria
Date: 5/14/2008 2:56:37 PM
To: Bob Ansara
Subject: Money

Bob,

When I e-mail you this week I had asked if I could please pick up a check from you at court and you e-mail me back saying you didn't know if there was court and you were going to call me on Wednesday morning. I even e-mailed you earlier today to call me. Well I'm still waiting. Well does that mean I can pick up a check or not? I don't understand what I'm waiting for? I know that you were out of town but your not now. Bob, I really don't think that I ask for much and I feel I have to beg all the time. Please let me know if I'm wrong or not.

Angel

Just to let you know that we will be going to Calif. this weekend, not on the estates expense but my Mom nephew is giving us gas money to visit.

EXHIBIT 4

EXHIBIT 4

Echeyarria Guardianship/Trust Update as of March 1, 2008

- **Home in Anthem** – We have been marketing the property with an Anthem specialist, husband and wife team from Prudential Americana Group. So far, we have not had any offers. Though the home shows "OK", there is enough competing product on the market in as good or better shape for less money. This condition is preventing us from getting any offers, credible or otherwise. The Realtors are strongly recommending a price reduction and though I am in favor of it, we are looking at a cross section of comps now to determine if it is the best time and if so, how much the reduction should/can be. All of the bills relating to the home are current, the mortgage is current, and the basic services (pool, bottled water, landscaping, pest control, etc.) are up to date and paid for.
- **Commercial income property in Foster City, California** – The building has two large tenants. One, the California Teacher's Union, is in the middle of the lease and a very good tenant. The other, Applera, is at the end of their lease and have indicated their intent to renew. The renewal negotiations have taken place between Mr. Wong from Applera and Mr. Steinriede, from Dover Management (property manager) and communications have been exchanged. Currently, we are waiting for Applera to sign the lease renewal of 5 years with a three year out clause. If that happens, the Guardianship's cash flow, at least in the near term, is on more solid footing. In the third quarter of this year, the monthly distribution should increase from by almost \$2500.00 per partner. It is the hope that the subject of selling the building will be revisited in 2009 which would give the partnership ample time to market the property (if that is the decision made) with two strong/viable leases.
- **Life Insurance** – New York Life still has not responded to our many letters and calls. They have claimed that the policy in Robert's name cannot be used to borrow against by the Guardianship. The other two policies have loans against them but are being considered as well. The purpose of the loans would be to successfully negotiate the credit card debt not being serviced at present.
- **Housing replacement** – There have been two or three possibilities discussed:
 - a. When the Anthem home sells, the Guardianship will purchase a smaller, more affordable home in Las Vegas so that Jean can continue living in a "home" environment with Angel remaining as her primary care-giver.
 - b. When the Anthem home sells, Angel will petition the court to move with her Mother Jean to another state like Texas.
 - c. If the Anthem home doesn't sell, explore leasing it for enough money to cover all of the expenses and then renting/leasing another home for the short term until the market recovers.

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ENCLOSURE

- d. If the Anthem home sells, renting or leasing a replacement home until a longer range plan can be developed.
- e. Though this has not been openly discussed, it ought to be on the options list. If, for some reason, Angel couldn't or didn't want to continue serving as her Mother's primary care-giver, we would want to consider a multi-level care facility capable of providing Jean with the type of care needed at the time.
- **Notes payable, liens, fees, etc.** – no payments are being made on any interest, principle, legal fees, guardianship fees, or loans. If and when there is a positive cash flow, with some reserves for emergencies, some payments may resume.
- **Taxes** – The estate has contracted with Amy Gallup to prepare the 2007 taxes. At the same time, she will review all of the previously made decisions/assumptions regarding depreciation and gains/losses to determine if any present tax problems for the Guardianship/Trust going forward. I am waiting to get confirmation of any carry forward deductions as no provision is currently being made for income taxes. Previously, Angel had informed me that we don't/won't owe any for 2007 due to carry forward losses/deductions.

As always, please call or e-mail me with any questions or comments.

Regards,



Robert L. Ansara

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE filed in or submitted for District Court Case number G27262.

☒ Does not contain the social security number of any person.

-OR-

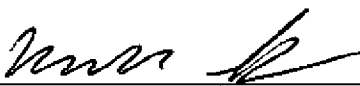
☐ Contain the social security number of a person as required by:

A. A specific state or federal law, to wit: _____

-OR-

B. For the administration of a public program or for an application of a federal or state grant.

Dated this 11 day of June, 2008.



Meredith Stow, Esq.
Lionel Sawyer & Collins
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101
Attorneys for Angel Echevarria

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FILED

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CP
CLERK

1 RESP
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & PHILLIPS
5 11920 So. Southern Highlands
6 Parkway, Suite 200
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 Attorney for the Guardian of the
10 Estate and Successor Trustee of
11 the Ward's Living Trust,
12 ROBERT L. ANSARA

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H

OBJECTION TO PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S
HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE

Date of Hearing: 06/25/08
Time of Hearing: 10:00 a.m.

COMES NOW, ROBERT L. ANSARA, (hereinafter referred to as
"Objector"), by and through his attorney, ELYSE M. TYRELL, ESQ.,
who files the instant Objection to Petition for Order Increasing
Allowance for Ward's Household Expenses and Authorizing Caregiver's
Fee, filed by ANGEL ECHEVARRIA, ("Petitioner"), by and through her
attorney, ELIZABETH BRICKFIELD, ESQ., and who alleges as follows:

1. First and foremost, Objector acknowledges that, because
of Petitioner's efforts in providing the ward with 24 hour care,
the ward has not been forced to go into a nursing facility and is
able to enjoy her later years with her family.

2. However, as Petitioner and the court are well aware, the
ward has substantial debt which was incurred, in-part, by
Petitioner and members of her family due to the fact that the ward
has supported Petitioner and her children for many, many years.

1 3. Although it appears that the ward has a substantial
2 estate, the majority of her estate consists of a commercial
3 building located in the State of California which generates monthly
4 income. Attached hereto as Exhibit "1" is the Monthly
5 Expenses/Budget for the Guardianship of Jean Echevarria as of
6 6/15/08 which has been prepared by Objector. As can be seen by
7 review of this budget, after the payment of the itemized expenses,
8 there is only a little over \$1,000.00 leftover. This budget only
9 outlines those bills which must be paid monthly in order to support
10 her and give her the absolute necessities. This budget does not
11 take into account the fact that she has outstanding credit card
12 debt, attorney's fees, Guardian's fees and Trustee's fees which
13 should be paid as well. Funds need to be reserved should an
14 emergency arise, such as the need for a major repair on her home.
15 On a monthly basis, Objector is attempting to set aside funds for
16 the payment of the ward's credit card expenses, attorney's fees,
17 Guardian's fees and Trustee's fees. Until those fees and expenses
18 are satisfied, Petitioner should not be awarded any fees as she and
19 her family are being compensated by not being responsible for a
20 mortgage payment, monthly utilities, car payment or any of her own
21 personal expenses.

22 4. Additionally, Petitioner has never rendered an accounting
23 for the funds she expended during her tenure as Guardian of the
24 ward's estate and Successor Trustee of the ward's living trust.
25 Before consideration is given with respect to the payment of fees
26 to Petitioner, her accounting should be tendered and a
27 determination made that all funds utilized were appropriately
28

1 expended for the ward's sole benefit.

2 5. As reflected in Petitioner's Memorandum of Points and
3 Authorities, the ward's monthly income from Social Security in the
4 amount of \$874.00 is being applied toward food, gasoline, household
5 items, personal items and leisure activities. Although Objector
6 agrees that that amount may seem low, Objector reminds this court
7 that the ward suffers from advanced stages of Dementia and these
8 types of expenses should be minimal and that amount should more
9 than sufficient to cover the same.


10 WHEREFORE, Objector prays as follows:

11 1. That the court deny the Petitioner's Petition for Order
12 Increasing Allowance for Ward's Household Expenses and Authorizing
13 Caregiver's Fee.

14 2. For such other and further relief as to the court may
15 deem just and proper in the premises.

16 Respectfully submitted,

17 TRENT, TYRELL & PHILLIPS

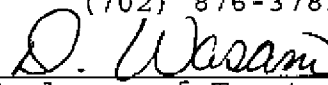
18 
19 ELYSE M. TYRELL, ESQ.
20 11920 So. Southern Highlands
21 Parkway, Suite 200
22 Las Vegas, Nevada 89141

23 CERTIFICATE OF SERVICE VIA FACSIMILE

24 The undersigned, an employee of the law firm of Trent, Tyrell
25 & Phillips does hereby certify that, on the 18th day of June,
26 2008, I served a copy of the foregoing Objection to Petition for
27 Order Increasing Allowance for Ward's Household Expenses and

1 Authorizing Caregiver's Fee, via facsimile, to:

2 Guardianship Commissioner: (702) 366-9328
3 Elizabeth Brickfield, Esq.: (702) 383-8845
4 Cary Colt Payne, Esq.: (702) 383-9049
5 Robert L. Ansara: (702) 876-3781


Employee of Trent, Tyrell
& Phillips

6 CERTIFICATE OF SERVICE U.S. POSTAL SERVICE

7 The undersigned, an employee of the law firm of Trent, Tyrell
8 & Phillips does hereby certify that, on the 18th day of June,
9 2008, I mailed a copy of the foregoing Objection to Petition for
10 Order Increasing Allowance for Ward's Household Expenses and
11 Authorizing Caregiver's Fee, via U.S. Postal Service, to:

12
13 Angel Echevarria
14 Anthony Echevarria
15 12 Desert Highlands Drive
16 Henderson, NV 89052

17 Michael Echevarria
18 120 Pana Drive
19 Hendersonville, TN 37075

20 Robert Echevarria
21 P.O. Box 5496
22 Mohave Valley, AZ 86446

23 Michael T. Echevarria
24 Tessa Echevarria
25 c/o Paula Cunningham
26 P.O. Box 341
27 La Canada, CA 91012

28 Ana Echevarria
Amanda Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052



Employee of Trent, Tyrell
& Phillips

EXHIBIT "1"



**Monthly Expenses/Budget for the
Guardianship of Jean Echevarria as of 6/15/08**

Description	INCOME	EXPENSES	SURPLUS/DEFICIT
Rents from building in California	\$8,900.00		
Countrywide Mortgage		\$4,590.32	
Anthem HOA		\$117.00	
Southwest Gas		\$80.00	
Nevada Power		\$300.00	
Republic Services		\$12.67	
Cellular		\$410.56	
Cox Cable - TV & Internet		\$151.00	
Newspaper & Magazine Subscriptions		\$12.08	
Sam's Club & Costco		\$6.67	
TSI Alarm Company		\$90.00	
City of Henderson Sewer		\$158.81	
Gardener		\$125.00	
Bottled Water		\$35.95	
Pool Service		\$195.00	
Pest Control		\$60.57	
Storage		\$160.00	
Medical Co-Pays/Prescriptions		\$270.56	
Car Insurance		\$153.08	
Auto Repairs		\$169.13	
Rental car when car is broken		\$20.00	
"Extra" Money (Avg)		\$170.00	
DMV Car Registration		\$8.17	
Sands of Kahana - Time Share		\$45.00	
Home Repair- Monthly Allowance		\$225.00	
Miscellaneous Contingency*		\$250.00	
TOTAL	\$8,900.00	\$7,816.57	\$1,083.43

*Note: The above expenses are prorated in some instances. They do not include any payments for guardianship services, legal fees, progress payments for credit cards, payments for notes payable, taxes (if any), or CPA fees. The Contingency/ Miscellaneous anticipates that there will be additional medical, auto repair, emergency trips (funerals etc.).

** Transmit Conf. Report **

P.1

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RESP
ELYS M. TWYLL, ESQ.
NEVADA BAR NO: 5531
TARRANT, TYRRELL & PHILLIPS
11920 SO. SOUTHERN HIGHLANDS
PARKWAY, SUITE 200
LAS VEGAS, NEVADA 89141
(702) 382-2210
Attorney for the Guardian of the
Estate and Successor Trustee of
the Ward's Living Trust.
HOWARD L. AMARA
DISTRICT COURT
CLARK COUNTY, NEVADA
In the Matter of the Guardianship
() CASE NO. 07-2702
of the person and estate of
() Family Court
DEAN RUTH ECHEVARRIA, an Adult Ward
() Department H
OBJECTION TO PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S
HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE
Date of Hearing: 06/25/08
Time of Hearing: 10:00 a.m.
JAMES NOW, ROBERT L. AMARA, (hereinafter referred to as
"Objector"), by and through his attorney, ELYS M. TWYLL, ESQ.,
who files the instant objection to petition for order increasing
Allowance for Ward's Household Expenses and Authorizing Caregiver's
fee, filed by ANGEL ECHEVARRIA, ("Petitioner"), by and through her
attorney, ELIZABETH BRICKLEY, ESQ., and who alleges as follows:
1. Petitioner and her husband, (Objector) acknowledge that, because
of Petitioner's efforts in providing the ward with 24 hour care,
the ward has not been forced to go into a nursing facility and is
able to enjoy her later years with her family.
2. However, as Petitioner and the court are well aware, the
ward has substantial debt which was incurred, in-part, by
Petitioner and members of her family due to the fact that the ward
has supported Petitioner and her children for many, many years.

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OBJECTION TO PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S
HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE

DATE OF HEARING: 06/25/08
TIME OF HEARING: 10:00 a.m.

COMES NOW, ROBERT L. ANSARA, hereinafter referred to as
"objector", by and through his attorney, ELYSE M. TYRRELL, ESQ.,
who files the instant objection to petition for order increasing
allowance for ward's household expenses and authorizing caregiver's
fee, filed by ANGEL ECHIVARRIA, ("petitioner"), by and through her
attorney, ELIZABETH BRICKFIELD, ESQ., and who alleges as follows:

1. Petitioner and foremost, objector acknowledges that, because
of petitioner's efforts in providing the ward with 24 hour care,
the ward has not been forced to go into a nursing facility and is
able to enjoy her later years with her family.

2. However, as petitioner and the court are well aware, the
ward has substantial debt which was incurred, in-part, by
petitioner and members of her family due to the fact that the ward
has supported petitioner and her children for many, many years.

IN THE MATTER OF THE GUARDIANSHIP
OF THE PERSON AND ESTATE OF
JEAN KATH ECHIVARRIA, an Adult Ward.
CASE NO. C 71267
FAMILY COURT
Department H

CLARK COUNTY, NEVADA
DISTRICT COURT
ROBERT L. ANSARA
The Ward's Living Trust,
Attorney for the Guardian of the
Estate and Successor Trustee of
the Trust
11520 SO. Southern Highlands
Bldg., Suite 200
Las Vegas, Nevada 89111
(702) 383-2210

ELYSE M. TYRRELL, ESQ.
NEVADA BAR NO. 5531
TRENT, TYRRELL & PHILLIPS
11520 SO. Southern Highlands
Bldg., Suite 200
Las Vegas, Nevada 89111
(702) 383-2210

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** Transmit Conf. Report **

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28
27 was supported Petitioner and her children for many, many years.
26 Petitioner and members of her family due to the fact that the ward
25 would have substantial debt which was incurred, in part, by
24 However, as Petitioner and the court are well aware, the
23 able to enjoy her later years with her family.
22 the ward has not been forced to go into a nursing facility and is
21 of Petitioner's efforts in providing the ward with 24 hour care.
20 I, first and foremost, objector acknowledges that, because
19 attorney, ELIZABETH BRICKER, Esq., and who alleges as follows:
18 was filed by ANGEL ECHAVARRIA, ("Petitioner"), by and through her
17 allowance for ward's household expenses and Authorizing Caregiver's
16 who files the instant objection to Petition for order increasing
15 "objection", by and through his attorney, ELYSE M. TYRELL, Esq.,
14 COMES NOW, ROBERT L. ANSARA, (hereinafter referred to as
13 time of hearing: 10:00 a.m.
12 Date of hearing: 06/25/08
11 OBJECTION TO PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S
10 HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE
9 In the matter of the Guardianship
8 of the person and estate of
7 CLARK WITH ECHAVARRIA, an Adult Ward,
6 DEPARTMENT H
5 CASE NO. 07-202
4 DISTRICT COURT
3 CLARK COUNTY, NEVADA
2 ROBERT L. ANSARA
1 the ward's living Trust,
Escate and Successor Trustee of
Attorney for the Guardian of the
(702) 382-2310
Las Vegas, Nevada 89141
Parkway, Suite 200
11970 So. Southern Highway
TYRELL & PHILLIPS
Nevada Bar No: 5531
ELYSE M. TYRELL, Esq.

ORIGINAL

8

RPL

Lionel Sawyer & Collins
Elizabeth Brickfield, Bar No. 6236
Meredith Stow, Bar No. 9203
300 South 4th Street
Las Vegas, NV 89101
(702) 383-8888 (phone)

FILED

JUN 20 11 47 AM '08

CLERK OF THE COURT

Attorney for Angel Echevarria

DISTRICT COURT, FAMILY COURT

DISTRICT OF NEVADA

In the Matter of the Person and Estate

of

JEAN R. ECHEVARRIA,

an adult ward.

Case No.: G 27262

Dept. No.: H

Date of Hearing: June 25, 2008

Time of Hearing: 10:00 a.m.

**REPLY IN SUPPORT OF PETITION FOR ORDER INCREASING ALLOWANCE FOR
WARD'S HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE**

Angel Echevarria, by and through her counsel of record, Elizabeth Brickfield, Esq., and Meredith Stow, Esq., of Lionel Sawyer & Collins, hereby replies in support of her petition for an order increasing the monthly amount of money available for the Ward's household expenses and authorizing Ms. Echevarria to receive a reasonable monthly cash allowance for the caregiver services she performs for her mother, the Ward, Jean Echevarria ("Jean").

1. Ms. Echevarria disagrees with many of the points raised in Guardian Robert Ansara's Objection. Ms. Echevarria is concerned about Mr. Ansara's implied suggestion that the Ward could be placed in a nursing home instead of receiving care to live with her family. The Ward clearly expressed her wishes when she was competent that she never wanted to be placed in a nursing home. Ms. Echevarria has sacrificed and worked hard as the full-time caregiver in order to respect her mother's wishes that she live with her family at home.

2. Ms. Echevarria is frustrated with Mr. Ansara's preference of the Ward's creditors at the expense of the Ward's regular living needs. The Ward's credit card debt can be paid on a negotiated monthly rate, while the attorneys' fees and Guardianship fees can easily be paid after the

RECEIVED

JUN 20 2008

CLERK OF THE COURT

LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702.383.8888
FAX 702.383.8845

1 Ward dies. The Guardianship funds to be used first and foremost to provide for the Ward during her
2 life.

3 3. Similarly, Ms. Echevarria is concerned about Mr. Ansara's views about the Ward's
4 living expenses and quality of life. In his Objection, Mr. Ansara states that because the Ward
5 "suffers from advanced stages of Dementia," expenses for the Ward's food, gasoline, household
6 items, personal items and leisure activities "should be minimal." While Ms. Echevarria
7 acknowledges that her mother suffers from Alzheimer's, she doesn't feel that negates her mother's
8 need for food, clothing, toiletries, or household necessities like toilet paper.

9 4. Similarly, the Ward's dementia hasn't robbed her of all ability to appreciate the minor
10 enjoyments of life, like going out for ice cream with her family. Ms. Echevarria believes her mother
11 should be able to enjoy the best quality of life she can with her money. It is ridiculous to deprive the
12 Ward of the minor enjoyments of life in order to pay creditors (who will get paid from her Estate
13 after her death).

14 5. In addition, the cost of living has dramatically increased this year. It is common
15 knowledge that the price of gasoline has increased exponentially within the past several months. Ms.
16 Echevarria regularly needs to take her mother to doctor's appointments, which means she regularly
17 needs to purchase gasoline. Additionally, the price of food has increased significantly within the past
18 several months as grocery stores pass on the rising cost of gasoline needed to deliver food.

19 6. While it seems ridiculous to require Ms. Echevarria to account for the \$874.00 her
20 mother receives from Social Security, she has nonetheless attached a breakdown of Jean's expenses
21 which the \$874.00 was used to pay last month. (See Exhibit 1.) For the previous month, the Ward's
22 average living expenses were \$1,005.00, which is \$131.00 more than the Ward's Social Security
23 payment. In addition, the summary of living expenses from the prior month does not contain any
24 costs for clothing, toiletries, or personal items for the Ward. Id.

25 7. Ms. Echevarria objects to the statement that she has caused the Ward to have incurred
26 substantial debt. The Ward's debt was incurred as a result of Michael Echevarria's litigation against
27 his mother in the Tennessee action he brought against her. Ms. Echevarria also objects to Mr.
28 Ansara's allegations that she failed to account for her management of her mother's funds when she

1 was Special Guardian of her mother's Estate. Ms. Echevarria provided extensive information and
2 detailed spreadsheets to Mr. Ansara's counsel, Elyse Tyrell, Esq., who was then serving as Guardian
3 Ad Litem for the Ward. The Court and all the parties were aware that Ms. Echevarria provided the
4 accounting information to Ms. Tyrell. However, because of concerns over the Ward's privacy rights,
5 the spreadsheets were not filed with the Court.



6 8. Ms. Echevarria has also repeatedly asked Mr. Ansara to get AAA service for the van.
7 (See Exhibit 2, email to Mr. Ansara.) The van, which is the only vehicle in the household, has
8 143,000 miles on it and needs frequent repairs and towing to repair shops. In March, 2008, the van
9 was leaking transmission fluid, costing \$350.00 in repairs. (See Exhibit 2.) This past month, the
10 van's fuel pump needed to be replaced, costing \$750.00 in repairs and \$98.00 to tow the van to the
11 repair shop. If Mr. Ansara purchased AAA service, any towing would be free (which would save
12 several hundred dollars each year in towing costs.)

13 9. Finally, in examining Mr. Ansara's breakdown of monthly expenses, Ms. Echevarria
14 see several items which could be better used towards the Ward's monthly allowance. For example,
15 Mr. Ansara removed furniture from the Ward's house in his efforts to sell the house and put it in a
16 storage facility. Ms. Echevarria believes the furniture should be returned to the house instead of
17 stored at a storage facility at a cost of \$160.00 a month. The furniture should be returned and the
18 \$160.00 from the storage cost and the \$170.00 average of "extra money" should be given to Ms.
19 Echevarria as an additional monthly cash allowance to use for regular household expenses such as
20 food and gasoline.

21 Dated this 19 day of June, 2008.

22 LIONEL SAWYER & COLLINS

23 By:

24  
25 Elizabeth Brickfield, Esq., NSB #6236
26 Meredith Stow, Esq., NSB #9203
27 Lionel Sawyer & Collins
28 300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101
Telephone: (702) 383-8888

Attorneys for Angel Echevarria

1 CERTIFICATE OF SERVICE

2 I hereby certify that on the 20 day of June, 2008, service of the foregoing REPLY IN
3 SUPPORT OF PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S
4 HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE was made by U. S. Mail,
5 with a courtesy copy sent by fax, addressed to the following address:
6
7

8 Cary Colt Payne, Esq.
9 Cary Colt Payne Chtd.
10 700 South Eighth Street
11 Las Vegas, NV 89101
12 Counsel for Michael Echevarria

13 Elyse Tyrell, Esq.
14 Trent Tyrell & Phillips
15 11920 Southern Highlands Parkway, Suite 200
16 Las Vegas, NV 89141
17 Attorney for Robert Ansara

18 Ana Echevarria
19 Anthony Echevarria
20 c/o Angel Echevarria
21 12 Desert Highlands Drive
22 Henderson, NV 89052

23
24 
25 _____
26 Mai Tieu, an employee of
27 LIONEL SAWYER & COLLINS
28

EXHIBIT 1

EXHIBIT 1

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**Summary of the Ward's Monthly Living Expenses
For Prior Month**

1.	Food	\$650.00*
2.	Gasoline	\$325.00*
3.	A/C filters	\$30.00
	Total	\$1,005.00

* monthly estimate

EXHIBIT 2

EXHIBIT 2

From: Angel Echevarria
Date: 3/24/2008 5:29:02 PM
To: Bob Ansara
Cc: Sara Ansara
Subject: Van

Bob,

I want to let you know that the van has been leaking transmission fluid and now clunks. I don't know what you would like me to do. Keep in mind that is the only vehicle we have. Also I don't have AAA. And the van has 137000 miles on it. I would for the trampoline to stay. I noticed that with the weather getting warming that we are using it much more.

Angel

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding REPLY IN SUPPORT OF PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE filed in or submitted for District Court Case number G27262.

☒ Does not contain the social security number of any person.

-OR-

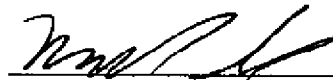
☐ Contain the social security number of a person as required by:

A. A specific state or federal law, to wit: _____

-OR-

B. For the administration of a public program or for an application of a federal or state grant.

Dated this 19 day of June, 2008.



Meredith Stow, Esq.
Lionel Sawyer & Collins
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101
Attorneys for Angel Echevarria

ORIGINAL

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FILED

JUN 20 11 24 AM '08

CLERK OF THE COURT

1 JOIN

2 CARY COLT PAYNE, ESQ.

3 Nevada Bar #004357

4 CARY COLT PAYNE, CHTD.

5 700 S. Eighth Street

6 Las Vegas, Nevada 89101

7 (702) 383-9010

8 Attorney for Respondent,

9 MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

10 In the Matter of the Guardianship of the)
11 Estate of JEAN RUTH ECHEVARRIA,)

Case No.: G27262

Dept. No.: H

12 Adult Ward)

Date: 06/25/08

Time: 10:00 a.m.

13 JOINDER TO OBJECTION

14 COMES NOW, MICHAEL ECHEVARRIA, by and through his counsel CARY
15 COLT PAYNE, ESQ. of the law office of CARY COLT PAYNE, CHTD., and files this
16 Joinder of ROBERT L. ANSARA'S objection to the petition filed by Angel Echevarria
17 for order increasing allowance for ward's household expenses and caregiver's fee.
18

19 GENERAL RESPONSE

20 MICHAEL ECHEVARRIA (hereinafter "MICHAEL") wishes to also stress that
21 that the Petitioner ANGEL ECHEVARRIA has still not complied with this court's order
22 to render an account since her original appointment of Guardian and Trustee in
23 January 2005. Exhibit "A". As the Court may recall ANGEL previously petitioned to
24 borrow \$45,000 and cashed in life insurance. Exhibit "B". MICHAEL sought the
25 removal of Angel for the inter alia defalcations, etc. Exhibit "C". This Court as part of
26 a resolution entered an order dated 10/01/07 (Exhibit "D"), but Angel has never
27
28

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702. 383.9010 • Fax 702. 383.9049



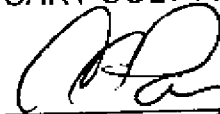
1 complied with the requirements of NRS 159.305. This Court has previously ordered
2 Angel to account and report for in excess of \$100,000,000. See also Exhibit "E".
3

4 **CONCLUSION**

5 For the reasons stated in Robert L. Ansara's Objection MICHAEL
6 ECHEVARRIA joins in the objection, and request this Court deny the request.
7

8 DATED this 19th day of June, 2008.

CARY COLT PAYNE, CHTD.

9
10 

11 CARY COLT PAYNE, CHTD.
12 Nevada Bar #004357
13 700 S. Eighth Street
14 Las Vegas, Nevada 89101
15 (702) 383-9010

16 Attorney for Petitioner,
17 MICHAEL ECHEVARRIA
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CARY COLT PAYNE, CHTD.

700 South Eighth Street
Las Vegas, Nevada 89101
Tel: 702.383.9010 • Fax 702.383.9049

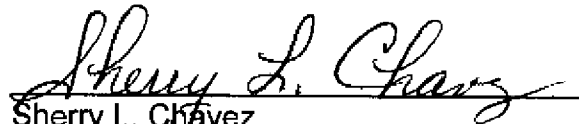


1
2 **CERTIFICATE OF MAILING**

3 This is to certify that on the 19th day of June, 2008, a copy of the foregoing
4 JOINDER TO OBJECTION was duly served, by placing a copy in an envelope,
5 postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope addressed
6 to:

7
8 Robert Echevarria
9 c/o Elyse M. Tyrell, Esq.
10 TRENT & ASSOCIATES
11 8367 W. Flamingo, #100
12 Las Vegas, NV 89147

13 Angel Echevarria
14 c/o Elizabeth Brickfield, Esq.
15 LIONEL, SAWYER & COLLINS
16 300 S. Fourth St, #1700
17 Las Vegas, Nevada 89101

18 
19 Sherry L. Chavez
20 An employee of Cary Colt Payne, Chtd.
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28

CARY COLT PAYNE, CHTD.

700 South Eighth Street
Las Vegas, Nevada 89101
Tel: 702.383.9010 • Fax 702.383.9049



EXHIBIT "A"

1 **ORDG**

2 MARK A. SOLOMON, ESQ.
3 Nevada State Bar No. 0418
4 ELIZABETH BRICKFIELD, ESQ.
5 Nevada State Bar No. 6236
6 LIONEL SAWYER & COLLINS
7 1700 Bank of America Plaza
8 300 South Fourth Street
9 Las Vegas, Nevada 89101
10 (702) 383-8888
11 Attorneys for Angel Echevarria

FILED

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12 **DISTRICT COURT, FAMILY COURT**
13 **CLARK COUNTY, NEVADA**

14 In the Matter of the Guardianship of the) Case No. G 27262
15) Dept. No. E
16 Estate of JEAN RUTH ECHEVARRIA,)
17) Date of Hearing: January 5, 2005
18 Adult Ward) Time of Hearing: 9:00 a.m.
19)
20)

21 **ORDER APPOINTING ANGEL ECHEVARRIA AS GENERAL GUARDIAN OF THE**
22 **PERSON OF JEAN RUTH ECHEVARRIA AND SPECIAL GUARDIAN OF THE ESTATE**
23 **OF JEAN RUTH ECHEVARRIA; ORDER ASSUMING JURISDICTION OF THE JEAN**
24 **RUTH ECHEVARRIA TRUST; ORDER DIRECTING THE SALE OF AN ASSET OF THE**
25 **MILLS AT LEBANON, LLC; ORDER ASSESSING THE FEES OF ELYSE TYRELL, ESQ.;**
26 **ORDER APPOINTING ELYSE TYRELL AS GUARDIAN AD LITEM.**

27 The Petition of Michael Echevarria and Nevada Fiduciary Services to be appointed as
28 General Guardian of the Estate of Jean Ruth Echevarria and the Opposition of Angel Echevarria to
29 Michael Echevarria's Petition and her Counter-Petition to be Named Guardian or Alternatively to
30 dismiss the proceedings came before the Court.

31 Present at the hearing were JEAN RUTH ECHEVARRIA, ANGEL ECHEVARRIA, JEAN
32 RUTH ECHEVARRIA's daughter and her counsel of record, ELIZABETH BRICKFIELD, ESQ. of
33 the law firm of LIONEL SAWYER & COLLINS, KIM BOYER, ESQ. of the law firm of BOLICK
34 BOYER & GOODSSELL, on behalf of MICHAEL ECHEVARRIA and NEVADA FIDUCIARY

1 SERVICES, who were not present and ELYSE TYRELL, ESQ. of the law firm of PATRICIA
2 TRENT & ASSOCIATES, the investigator appointed by stipulation of the parties.

3 The Court, having considered the pleadings, heard the arguments of Counsel and having
4 interviewed JEAN RUTH ECHEVARRIA in camera made the following findings and orders.

5 The Court finds that JEAN RUTH ECHEVARRIA executed a valid estate plan, including
6 the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust, a Durable Power of Attorney, a Durable
7 Power of Attorney for Health Care and a Nomination of Guardian of her Person under her Last Will
8 and Testament.

9 The Court finds that JEAN RUTH ECHEVARRIA designated ANGEL ECHEVARRIA to
10 serve as Successor Trustee of the JEAN RUTH ECHEVARRIA TRUST; to serve as JEAN RUTH
11 ECHEVARRIA's agent for health care and all general purposes; to serve as Guardian of her Person
12 if necessary and that these designations are valid and in effect.

13 The Court finds that it has jurisdiction of the JEAN RUTH ECHEVARRIA TRUST as a
14 Nevada Trust and that ANGEL ECHEVARRIA is confirmed as successor trustee of the Trust:

15 The Court finds that one hundred percent of the membership interests of the Mill at Lebanon,
16 LLC is owned by the JEAN RUTH ECHEVARRIA TRUST;

17 The Court finds that JEAN RUTH ECHEVARRIA knows and understands the financial
18 conditions that make it in her best interest that the real property which is an asset of the Mills at
19 Lebanon, LLC be sold, as she has invested hundreds of thousands of dollars in the property; the
20 property is in poor condition and would require the replacement of the roof; the property is in
21 foreclosure and back taxes are owing;

22 The Court finds that it has general jurisdiction over the person of MICHAEL ECHEVARRIA
23 in that he submitted to this Court's jurisdiction by coming before this Court to seek his appointment

1 as Temporary and General Guardian of the Estate of JEAN RUTH ECHEVARRIA and placing the
2 issue of the sale of the real property owned by the Mills at Lebanon, LLC before this Court and that
3 any claims he is asserting against the Mills at Lebanon, LLC are claims that are properly before this
4 Court in this proceeding as one hundred percent of the membership interest in the Mills at Lebanon,
5 LLC is an asset of the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust;
6

7 The Court respectfully offers its suggestion to the Tennessee Court that in the name of
8 judicial economy and efficiency the Guardianship Court of the Eighth Judicial District Court, Clark
9 County, Nevada having all parties and the issues before it is the more appropriate forum for the
10 resolution of all issues relating to any claims being made by MICHAEL ECHEVARRIA that he has
11 an interest as a creditor of the Mills at Lebanon, LLC;
12

13 The Court respectfully notifies the Tennessee Court that the Guardianship Court of the Eighth
14 Judicial District Court, Clark County, Nevada is prepared to hold the proceeds from the sale of the
15 Mills at Lebanon, LLC real property in escrow pending resolution by the Guardianship Court of any
16 claims of MICHAEL ECHEVARRIA against such assets;
17

18 The Court finds that the privacy of JEAN RUTH ECHEVARRIA is to be respected and that
19 her financial affairs and estate planning documents are to remain protected and private;

20 The Court finds that pursuant to NRS 159.046(4) that MICHAEL ECHEVARRIA
21 unnecessarily or unreasonably caused the appointment of ELYSE TYRELL to investigate this matter
22 and is therefore liable for eighty-five percent of the expenses associated with the investigation.

23 GOOD CAUSE appearing;

24 IT IS HEREBY ORDERED that ANGEL ECHEVARRIA is appointed as Special Guardian
25 of the Estate of JEAN RUTH ECHEVARRIA with the authority to act in accordance with the
26 provisions of NRS 159.083 and to serve as such without bond;
27
28

1 IT IS FURTHER ORDERED that ANGEL ECHEVARRIA is appointed as General Guardian
2 of the Person of JEAN RUTH ECHEVARRIA;

3 IT IS FURTHER ORDERED that the Guardianship Court of the Eighth Judicial District
4 Court of the State of Nevada assumes jurisdiction over the Jean R. Echevarria Trust dated May 30,
5 2000, as a proceeding in rem;

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA
7 is confirmed as Trustee of the Jean R. Echevarria Trust dated May 30, 2000;

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the sale of the assets of
9 the Mills at Lebanon, LLC shall proceed as being in the Ward's best interests;

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA,
11 as successor trustee of the Jean R. Echevarria Trust shall execute all documents to complete the sale
12 of the real property held as an asset of the Mills at Lebanon, LLC;

13 IT IS FURTHER ORDERED ADJUDGED AND DECREED that Michael Echevarria shall
14 not interfere with the sale of the real property held as an asset of the Mills at Lebanon, LLC;

15 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ANGEL ECHEVARRIA
16 shall provide the Guardianship Court with a copy of all estate planning documents for JEAN
17 ECHEVARRIA and that such documents shall be reviewed by the Court in camera and kept
18 confidential;

19 IT IS FURTHER ORDERED ADJUDGED AND DECREED that any financial records,
20 documents, bank statements or copies of such obtained by MICHAEL ECHEVARRIA through
21 subpeona duces tecum or other discovery method shall be deemed subject to a protective order and
22 the discovery shall not be had by him or his counsel. If any such documents have been provided to
23 MICHAEL ECHEVARRIA or his counsel such documents and any copies shall be turned over to
24
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1 ELIZABETH BRICKFIELD, ESQ. and shall not be released to MICHAEL ECHEVARRIA;

2 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ELYSE TYRELL, ESQ.
3 shall be appointed as Guardian ad Litem in this matter;

4 IT IS FURTHER ORDERED ADJUDGED AND DECREED that eighty five percent of the
5 fees attributable to the services of ELYSE TYRELL, ESQ. as investigator in this matter shall be
6 paid by MICHAEL ECHEVARRIA and fifteen percent of the fees shall be paid from the assets of
7 JEAN RUTH ECHEVARRIA; and

8
9 IT IS FURTHER ORDERED ADJUDGED AND DECREED that MICHAEL
10 ECHEVARRIA take no action or make any request to any Court, including the Chancery Court of
11 Wilson County, Tennessee at Lebanon in Civil Action No.:04-418, known as Michael A.
12 Echevarria, Plaintiff v. The Mills at Lebanon, LLC, to prevent or stay the payment of the proceeds
13 of such sale to any person, Court or entity other than Angel Echevarria, successor trustee of the Jean
14 R. Echevarria Trust dated May 30, 2000.

15
16 Dated this 7 day of January, 2005.

17
18 
DISTRICT COURT JUDGE

19 For STEVEN E. JONES

20 Submitted by:

21 LIONEL SAWYER & COLLINS

22 By Mark A. Solomon
23 MARK A. SOLOMON, ESQ.
24 ELIZABETH BRICKFIELD, ESQ.
25 300 South Fourth Street
26 Las Vegas, Nevada 89101
27 Attorneys for Angel Echevarria
28

EXHIBIT "B"

ORIGINAL

FILED

MAR 28 12 04 PM '05

Shirley B. Kingma
CLERK

PET
ELIZABETH BRICKFIELD, ESQ.
Nevada State Bar No. 6236
LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
(702) 383-8888

Attorneys for Angel Echevarria

DISTRICT COURT, FAMILY COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the	)	Case No. G 27262
Estate of JEAN RUTH ECHEVARRIA,	)	Dept. No. E
Adult Ward	)	Date of Hearing: April 13, 2005
	)	Time of Hearing: 9:00 a.m.

PETITION FOR ORDER AUTHORIZING GUARDIAN TO BORROW FUNDS

Pursuant to NRS 159.113 (c), ANGEL ECHEVARRIA, Special Guardian of the Estate of JEAN RUTH ECHEVARRIA, hereby petitions this Court to authorize the Guardian to borrow a total of \$45,000 from the case value of two life insurance policies insuring the life of JEAN RUTH ECHEVARRIA, as follows:

1. As this Court knows, MICHAEL ECHEVARRIA, the son of JEAN RUTH ECHEVARRIA, is litigating with the Ward and her Trust with regard to the sale of real property in Lebanon, Tennessee.

2. This contentious litigation continues. Although the real property has been sold, Michael continues to claim against the proceeds. The proceeds are currently being held in escrow in the Tennessee courts, pending outcome of litigation initiated by Michael and his girl friend.

RECEIVED
28 MAR 28 2005
COUNTY CLERK

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 383-8888

- 1 3. Jean, at this time, lacks income and assets to pay her bills.
- 2 4. The Guardian proposes to borrow \$35,000.00 from New York Life against a policy
- 3 in JEAN's name and an additional \$10,000.00 from a second separate policy also with New York
- 4 Life.
- 5 5. The proceeds will be used to pay the mortgage and other living expenses at this time.
- 6 6. The cash value of the policies are \$92,000.00. The loans will be for one (1) year at
- 7 0.00 percentage.
- 8 7. The proceeds of these policies total \$330,000.00.

10 WHEREFORE, Petitioner requests that this Court issue its orders:

- 11 1. That the Guardian be authorized to borrow a total of \$45,000 from the cash value of
- 12 two life insurance policies on the life of Jean Ruth Echevarria;
- 13 2. For such additional relief as this Court deems necessary and appropriate.

14 Dated this 28 day of March, 2005.

16 LIONEL SAWYER & COLLINS

17 By Elizabeth Brickfield

18 ELIZABETH BRICKFIELD, ESQ.

19 Nevada Bar No. 6236

20 LIONEL SAWYER & COLLINS

21 1700 Bank of America Plaza

22 300 South Fourth Street

23 Las Vegas, Nevada 89101

24 Attorneys for Angel Echevarria

25 LIONEL SAWYER

26 & COLLINS

27 ATTORNEYS AT LAW

28 1700 BANK OF AMERICA PLAZA

300 SOUTH FOURTH ST.

LAS VEGAS,

NEVADA 89101

(702) 383-8888

Mar-11-05 13:44 FROM: CLEVER, JAMES L. COURTNEY

VERIFICATION AND CONSENT

ANGEL ECHEVARRIA, whose address is 12 Desert Highlands Drive, Henderson, NV 89052 declares under penalties of perjury of the State of Nevada:

That she is the Petitioner who makes the foregoing PETITION FOR ORDER AUTHORIZING GUARDIAN TO BORROW FUNDS; that she has read said petition and knows the contents thereof, and that the same is true of her own knowledge except for those matters stated on information and belief, and that as to such matters she believes it to be true.

DATED this 11 day of March, 2005.

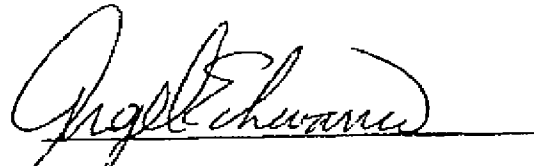

ANGEL ECHEVARRIA

EXHIBIT "C"



6/15/07
C. W. S. Exhibits

RSPN
CARY COLT PAYNE, ESQ.
Nevada Bar #004357
CARY COLT PAYNE, CHTD.
700 S. Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

Attorney for Petitioner,
MICHAEL ECHEVARRIA

FILED

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C. W. S.
CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the)	Case No.: G27262
Estate of JEAN RUTH ECHEVARRIA,	)	Dept. No.: H
)	
Adult Ward	)	Date: 6/27/07
	)	Time: 10:00 a.m.

**RESPONSE TO PETITION FOR ENTRY OF JUDGMENT AND PETITION TO ISSUE
CITATIONS, SHOW CAUSE, REMOVAL OF GUARDIAN,
ACCOUNT, TURN OVER PROPERTY, SURCHARGE, ETC.**

COMES NOW Petitioner, MICHAEL ECHEVARRIA, by and through his attorney
CARY COLT PAYNE, ESQ. of the law office of CARY COLT PAYNE, CHTD., and
respectfully submits this Response For Entry of Judgment and Petition To Issue
Citations, Show Cause, Removal of Guardian, Account and Turn Over Property, Etc.
and moves this Court for the following orders:

- 1) Petition to Issue Citations pursuant to NRS 159.185;
- 2) Removal of Guardian and Guardian Ad Litem;
- 3) Order the Guardian to account and/or Surcharge in accordance with NRS 159.305 et seq.;
- 4) Order to Receive copy of all relevant Trust Documents, etc.;
- 5) Order Preventing Trustee from using any Trust Funds to Defend defalcations; and
- 6) Further Instructions and Relief pursuant to Tennessee Order.

A. PROCEDURAL FACTS

1. MICHAEL ECHEVARRIA (hereinafter "MICHAEL") is a resident of Wilson County, in Tennessee. He has lived there since 1999, up until 2005 he operated and renovated the Mill at Lebanon.

2. Jean Ruth Echevarria, is now eighty (80) years old. She is survived only by her three children ANGEL, Robert and MICHAEL. She was diagnosed with dementia – Alzhermiers type. The guardians' California attorney, Darius A. Baghai, Esq. claims Jean had been incompetent for some time. Jean was declared medically incompetent by her physician on November 11, 2004. Jean had been and currently residing in her home at 12 Desert Highland Drive. Her daughter, ANGEL and her family have lived with the ward, but have abused their position. See Exhibit "A" Affidavit of Michael Echevarria, and supporting documents.

3. ANGEL has been handling all of her mother's affairs for several years. MICHAEL operated The Mill in Lebanon, Tennessee. ANGEL had the financials done in California. Her accountant is Marc Ashegian, CPA in California.

4. Starting as early as 2000, MICHAEL was concerned about his sister ANGEL ECHEVARRIA hereinafter ("ANGEL") involvement with handling his mother's financial affairs.

5. In 1999, Jean Ruth Echevarria ("Ward" or "Mother") invested in a Tennessee Limited Liability Corporation (L.L.C.) (hereinafter "The Mill"). The purpose of the investment was manage a piece of real estate and collect rents, renovate and then sell at a profit. The owner to the real estate was the L.L.C. Pursuant to the



1
2 agreements ANGEL was to pay all the taxes, insurance, mortgage etc., and MICHAEL
3 was to manage it's day to day affairs.

4 6. Starting in the middle of 2004, MICHAEL started worrying about his
5 mother's mental capacity. According to ANGEL her mother wanted to sell her
6 investment in "The Mill". A dispute arose and MICHAEL consulted with his Counsel.
7 He was advised to seek Guardianship over his mother. It was subsequently
8 discovered that medical doctors found Mrs. Echevarria incompetent as of November
9 11, 2004.

10
11 7. ANGEL without any factual basis has filed a petition in Nevada, inter alia
12 suing MICHAEL in this Court for misappropriation of funds as it relates to MICHAEL'S
13 operation of the Tennessee L.L.C. ("The Mill at Lebanon"). Again without citing any
14 authority, she alleged numerous claims and alleged that MICHAEL violated Tennessee
15 law. The serious allegations included:

- 16 • Breach of Fiduciary duties (para. 13, pg. 5);
- 17 • Conspiracy and Fraud (para. 22, pg. 7);
- 18 • Failure to render requisite accountings; (para. 12, pg.4);
- 19 • That MICHAEL neglected Tennessee corporate (fiduciary) duties (para.
20 13, pg.5) and violated Tennessee law by failing to:
 - 21 1. pay Tennessee State Taxes; (para. 5, pg.2);
 - 22 2. prepare Financial statements; (para. 12, pg.4);
 - 23 3. secure real estate loans/app.; and evictions; (para. 25, pg.8);
 - 24 4. violated Tennessee Employment law; (para. 20, pg. 6, 7), and;
 - 25 • That MICHAEL ejected appraisers and abused "process".
26 (para. 16, pg. 5)
 - 27
 - 28



1
2 8. In January 28, 2005 MICHAEL filed suit in Tennessee for, inter alia
3 breach of contract, etc. ANGEL'S Counsel in Tennessee questioned the ward's
4 capacity when she signed the documents. Suit was filed in the Chancery Court of
5 Wilson County, Tennessee regarding inter alia, operation of "The Mill". The claims
6 included loss profits, breach of contract and unjust enrichment and damages.
7
8 MICHAEL named the L.L.C., Jean, individually, and The Jean Ruth Echevarria Trust¹.

9 9. That matter proceeded to trial in July 2006, and in January 2, 2007 the
10 Court entered a Judgment in favor of MICHAEL against Jean R. Echevarria Trust and
11 Jean R. Echevarria in excess of \$679,000. See Exhibit "12". The Judgment to date
12 remains unsatisfied. MICHAEL request that this Court assist in satisfaction of the
13 same.

14 10. The ward is also the owner of California real estate aka "Union Pacific
15 Property". She is co—owns it with her ex-husband Angel M. Echevarria. It had been
16 Jean's primary source of income. The property was the subject of litigation styled: 99c
17 Only Stores, Inc. vs. Angel M & Jean Echevarria Case number BC307817. See
18 Exhibit A "7". It appears ANGEL is in charge of that litigation too. In 2006 it was sold
19 pursuant to a like hand exchange. It was generating gross income in excess of
20 \$80,000 a month.

21
22 11. Marc Ashegahian, CPA with Tax Consultancy Group charged Jean
23 Echevarria from March 2005 – December 2005 (10 months) \$125,000 for professional
24 services. See Exhibit 1: Copy of Tax Consultancy Group invoices 3/05-12/05.
25
26
27

28 ¹ MICHAEL has not been provided a copy of the trust or related documents. MICHAEL is not sure of its
contents, terms or even successor trustees, and renews his request to receive copies of all pertinent
documents, etc.



12. On November 20th 2004 borrowed \$100,000 from Arnold Epel 10 days after Jean was found to be incompetent. See Exhibit 2: copy of Recorded 2nd Trust of Deed for LA Asset for \$100,00. See also Exhibit 3: Deposition of Angel Echevarria page 133, Page 134.

13. ANGEL has neglected to be forthcoming with information regarding a \$65,000 loan from Angel Manuel Echevarria, her father. See Exhibit 4: Tax Consultancy's Balance Sheet (noted in Credit Card and Cash Loans to Trust Doc).

14. On 4/13/05 ANGEL petitioned court to borrow \$45,000 for living expenses. See Exhibit 5: Copy of Petition Family Court NV. See also Exhibit 6: Order with accounting of \$45,000 to borrow the funds with it being funded from Jean R. Echevarria's New York Life Insurance, we would like to see the state of the policies today, in the order it states that they had a value of \$330,000 at the time.

15. ANGEL has borrowed \$30,000 from Samantha Guedeque. See Exhibit 3: Deposition of Angel Echevarria Page 133.

16. ANGEL borrowed \$10,000 from Rancho Villanueva. Exhibit 3: Deposition Page 134.

17. ANGEL admitted in Deposition of Court case 0540 in the Chancellery Court of Wilson county TN that she knowingly gambled away \$1.5 million Dollars of Jean R. Echevarria's money. See Exhibit 3 pg 136-137.

18. As sated above a lawsuit filed against the Trust during ANGEL'S tenure as guardian of Jean R. Echevarria in CA based on Breach of contract in selling of LA building. See Exhibit 7 (Copy of original lawsuit filed in the Superior Court of The State of California for the County of Los Angeles; Case #BC336484).



1
2 19. A second Trust Deed has been placed on the Wards personal residence
3 property by Gary Vandever, the Guardian's attorney in Lebanon, TN on 5/8/07 for
4 \$73,514.45 for payment of attorneys fees (he has not been paid by the guardian for
5 litigation cost in TN). Exhibit 8.

6
7 20. The District Court of Clark County, NV approved the payment of
8 \$56,447.05 on 5/9/07 for attorneys fees for the Guardian and Trustee Angel Echavarria
9 in case #G27262 for payment of attorney fees that have not been paid by the
10 Guardian, Angel Echevarria. See Exhibit 9.

11 21. The Wards residence has been in default of the mortgage twice in the
12 last 10 months on 8/08/2006 and 6/05/2007 and also has 2 liens placed against it: 1)
13 MICHAEL Echevarria's Judgment \$679,000; and 2) Terra West Property Management
14 for Anthem Country Club Association \$ unknown amount (now released). See Exhibit
15 10.

16
17 22. Since the Guardian, ANGEL moved into the Ward's home the Trust
18 financials from the time of 1/10/02 to 3/8/05 the Ward has suffered an additional debt of
19 \$176,869 in credit cards and cash loans. See Exhibit 4 and the Comparison of Credit
20 Report of Jean Echevarria dated 2001, 1/20/02 and Marc Asheghian of Tax
21 Consultancy Group Balance Sheet 3/8/05 showing an additional debt since Angel
22 moved in with Jean of \$176,869.

23
24 23. The Chancery Court of Wilson County, Tennessee Case #05040 heard
25 for 5 days by Chancellor c. K. Smith and the court ruled that inter alia: As to the
26 Defendants (ANGEL as Guardian) claims against Plaintiff (MICHEL Echevarria) of
27 mismanagement, gross mismanagement, that there is **no** evidence that all that the
28



1
2 Plaintiff committed any of these acts and the Defendants are not awarded any
3 judgment against Plaintiff. See Exhibit 11.

4 24. That the Judge C. K. Smith in reading his fact of findings that Angel
5 Echevarria's advisors were taking "a lot" of the Trust money. See Exhibit 11: Copy of
6 Transcript of Reading of Fact of Findings Box 25 Line 22-25, Box 33, Lines 4-7.

7
8 25. That during Deposition of Marc Asheghian, CPA, he testified to the
9 outgoing amounts of money being paid through the Trust being \$250,000 in 6 months.
10 See Exhibit 13 Copy of Marc Asheghian Deposition page 87, Bank Records for the
11 Trust.

12 26. Tax Consultancy Group starting working for Jean R. Echevarria because
13 Angel Echevarria hired them in the Year 2003. See Exhibit 12. (Marc Asheghian
14 Deposition Page 8).

15
16 27. Tax Consultancy Group has had control of a Trust checkbook and has
17 been writing their own checks for payments to themselves. Id. Page 89.

18 28. ANGEL, in her capacity of Guardian has Jean's personal residence on
19 the market for sale. See Exhibit 14 (Copy of Listing 12 Desert Highlands Dr. – Public
20 Record Online. Spoke with agent Donna Harakidas and she states that there "is a large
21 extended family living in the home").

22 CONCLUSION

23
24 WHEREFORE, MICHAEL request this Court issue the following:

- 25 1) Issue Citations to Show Cause;
- 26 2) Order to Remove of Guardian;
- 27 3) Order Surcharging the Guardian for damages, etc. and to render
- 28 complete accountings;

CARY COLT PAYNE, CHTD.

700 South Eighth Street
Las Vegas, Nevada 89101
Tel: 702.383.9010 • Fax 702.383.9049



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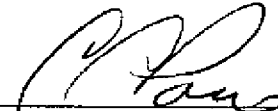
4) Order to Receive Copy of Trust Documents;

5) Order Preventing Trustee from Using any Trust funds to defend
Defalcations; and

6) Order further instructions and relief pursuant to Tennessee Court Order,
Judgment, etc.

DATED this 13 of June, 2007.

CARY COLT PAYNE, CHTD.


CARY COLT PAYNE, CHTD.
Nevada Bar #004357
700 S. Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

Attorney for Petitioner,
MICHAEL ECHEVARRIA

EXHIBIT “D”

PAG

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & PHILLIPS
11920 So. Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
(702) 382-2210
Attorney for the Petitioner,
ROBERT L. ANSARA

FILED

OCT 4 10 05 AM '07

CLERK OF COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H

ORDER

Date of Hearing: 09/05/07
Time of Hearing: 9:00 a.m.

This matter having come on for hearing on the 5th day of September, 2007, based upon the Motion to Stay Enforcement of Judgment and Expunge Lien filed by the ward's daughter, Angel Echevarria; an Opposition to that motion having been filed by the ward's son, Michael Echevarria; the Petition to Issue Citations, Show Cause for Removal of Guardian, Account, Turn Over Property, Surcharge, Etc. filed by the ward's son, Michael Echevarria; an Objection to that petition having been filed by the ward's daughter, Angel Echevarria; the court having noted the presence of Cary Colt Payne, Esq., counsel for Michael Echevarria, Elizabeth Brickfield, Esq., counsel for Angel Echevarria and Elyse M. Tyrell, Esq., Guardian Ad Litem for the adult ward; the court having heard the statements of counsel and good cause appearing therefore; and it is

FURTHER ORDERED that the court does hereby accept the

ce 10/5/07

1 resignation of the ward's daughter, ANGEL ECHEVARRIA, as Guardian
2 of the estate of JEAN RUTH ECHEVARRIA; and it is

3 FURTHER ORDERED that the court does hereby accept the
4 resignation of the ward's daughter, ANGEL ECHEVARRIA, as Successor
5 Trustee of the JEAN RUTH ECHEVARRIA TRUST during JEAN'S lifetime;
6 and it is

7 FURTHER ORDERED that the court's acceptance of ANGEL
8 ECHEVARRIA'S resignations does not bar or release any claims by any
9 of the parties; and it is

10 FURTHER ORDERED that, although the court postponed its
11 decision regarding the lien MICHAEL ECHEVARRIA secured on the
12 ward's real property located in the State of Nevada, pending the
13 outcome of the litigation in the State of Tennessee, MICHAEL
14 ECHEVARRIA agreed that he will not proceed in foreclosing on the
15 ward's real property and will make any necessary arrangements to
16 release the lien to permit the closing of the sale of said real
17 property; and it is

18 FURTHER ORDERED that ROBERT L. ANSARA shall file with the
19 court a petition seeking his appointment as Guardian of the adult
20 ward's guardianship estate; and it is

21 FURTHER ORDERED that ROBERT L. ANSARA shall assume the
22 responsibility as Successor Trustee of the JEAN RUTH ECHEVARRIA
23 TRUST; and it is

24 FURTHER ORDERED that ROBERT L. ANSARA shall have the authority
25 to negotiate a settlement between MICHAEL ECHEVARRIA and the adult
26 ward; and it is

27 FURTHER ORDERED that, upon reaching a settlement with MICHAEL
28

1 ECHEVARRIA, ROBERT L. ANSARA shall petition this court for approval
2 of the same; and it is

3 FURTHER ORDERED that ELYSE M. TYRELL, ESQ., is hereby
4 discharged as Guardian Ad Litem for the above-named adult ward; and
5 it is

6 FURTHER ORDERED that ELYSE M. TYRELL, ESQ., is authorized and
7 directed to serve as counsel for ROBERT L. ANSARA as Guardian of
8 the estate of JEAN RUTH ECHEVARRIA, as well as Successor Trustee of
9 the JEAN RUTH ECHEVARRIA TRUST.

10 DATED this ____ day of September, 2007.

11
12 DISTRICT COURT JUDGE

13 TRENT, TYRELL & PHILLIPS

14 
15


16 ELYSE M. TYRELL, ESQ.
17 11920 So. Southern Highlands
Parkway, Suite 200
Las Vegas, NV 89141

18 Approved as to form and content:

19 CARY COLT PAYNE, CHTD.

LIONEL SAWYER & COLLINS

20
21
22 CARY COLT PAYNE, ESQ.
700 S. Eighth Street
Las Vegas, NV 89101
23 Attorney for Michael Echevarria


24 ELIZABETH BRICKFIELD, ESQ.
300 South 4th Street
Las Vegas, NV 89101
25 Attorney for Angel Echevarria
26
27
28

1 ECHEVARRIA, ROBERT L. ANSARA shall petition this court for approval
2 of the same; and it is

3 FURTHER ORDERED that ELYSE M. TYRELL, ESQ., is hereby
4 discharged as Guardian Ad Litem for the above-named adult ward; and
5 it is

6 FURTHER ORDERED that ELYSE M. TYRELL, ESQ., is authorized and
7 directed to serve as counsel for ROBERT L. ANSARA as Guardian of
8 the estate of JEAN RUTH ECHEVARRIA, as well as Successor Trustee of
9 the JEAN RUTH ECHEVARRIA TRUST.

10 DATED this 1 day of ^{October}~~September~~, 2007.

11 **T. ART RITCHIE, JR.**
12 DISTRICT COURT JUDGE

13 TRENT, TYRELL & PHILLIPS

14 
15

16 ELYSE M. TYRELL, ESQ.
17 11920 So. Southern Highlands
Parkway, Suite 200
Las Vegas, NV 89141

18 Approved as to form and content:

19 CARY COLT PAYNE, CHTD.

LIONEL SAWYER & COLLINS

20 
21

22 CARY COLT PAYNE, ESQ.
23 700 S. Eighth Street
Las Vegas, NV 89101
Attorney for Michael Echevarria

24 
25

26 ELIZABETH BRICKFIELD, ESQ.
27 300 South 4th Street
Las Vegas, NV 89101
Attorney for Angel Echevarria

EXHIBIT "E"

Possible inclusions for the opposition to Angels petition for money.

June 19, 2008

1. It was never revealed to anyone or the court that Angel borrowed \$140,000.00 from Robert and Margaret Spease only 4 months before she was removed as guardian. Mr. Ansara told Mike Echevarria about this loan. The court or anyone has never received any kind of accounting.
2. Mr. Ansara was told of assets Jean had just at the time when Angel was removed. There has never been an accounting if those assets. One is a 5 carat diamond that Jean had paid approximately 50,000 dollars for. Where is it? Mr. Ansara should have possession. Also at the time Angel was removed Jean had a Mercedes Benz. Mr. Ansara mentioned that now she only has the mini van, where is the car or the money from it.
3. On the petition for order increasing allowance for wards caregiver (exhibit 1) Show \$58,169.52 dollars of Angels Debt. This should not be listed on the wards debt. A complete accounting and verification of each and every charge needs to be done if these credit card charges are going to be assessed to Jean Echevarria.

Thanks Michael Echevarria

SRPL
 Lionel Sawyer & Collins
 Elizabeth Brickfield, Bar No. 6236
 Meredith Stow, Bar No. 9203
 300 South 4th Street
 Las Vegas, NV 89101
 (702) 383-8888 (phone)

C. R. Allen
 CLERK OF THE COURT

JUN 24 10 24 AM '08

Attorney for Angel Echevarria

FILED

DISTRICT COURT, FAMILY COURT
 CLARK COUNTY, NEVADA

In the Matter of the Person and Estate
 of
 JEAN R. ECHEVARRIA,
 an adult ward.

Case No.: G 27262
 Dept. No.: H

Date of Hearing: June 25, 2008
 Time of Hearing: 10:00 a.m.

**SURREPLY TO JOINDER OF OPPOSITION TO PETITION FOR ORDER
 INCREASING ALLOWANCE FOR WARD'S HOUSEHOLD EXPENSES AND
 AUTHORIZING CAREGIVER'S FEE**

Angel Echevarria, by and through her counsel of record, Elizabeth Brickfield, Esq., and Meredith Stow, Esq., of Lionel Sawyer & Collins, hereby files this surreply to correct the misstatements made in Michael Echevarria's ("Michael") Joinder to Opposition to her petition for an order increasing the monthly amount of money available for the Ward's household expenses and authorizing Ms. Echevarria to receive a reasonable monthly cash allowance for the caregiver services she performs for her mother, the Ward, Jean Echevarria ("Jean").

1. Michael incorrectly claims that Ms. Echevarria has failed to "comply with this court's order to render an account" of her management of her mother's funds when she was Special Guardian of her mother's Estate. Michael's statement is disingenuous and inaccurate.

2. As previously discussed, Ms. Echevarria provided extensive accounting information and detailed spreadsheets to Elyse Tyrell, Esq., who was then serving as Guardian Ad Litem for the Ward. Because this Court had previously ordered that Jean's privacy "is to be respected and that her financial affairs and estate planning documents are to remain private and protected," Ms. Echevarria

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1 did not file the accounting. (See Exhibit 1, January 7, 2005 Order, pg. 3.) The Court and all the
2 parties were aware that because of this Court's prior order, Ms. Echevarria provided the accounting
3 information to Ms. Tyrell instead of filing it.

4 3. Michael incorrectly claims that Ms. Echevarria "previously petitioned to borrow
5 \$45,000 and cashed in life insurance." As above, Michael's statement is disingenuous and
6 inaccurate.

7 4. While Ms. Echevarria successfully petitioned this Court to borrow \$45,000 from the
8 case value of two life insurance policies insuring Jean's life, Ms. Echevarria **never** borrowed any
9 funds from her mother's life insurance policies.

10 5. Michael states that Ms. Echevarria "has never complied with the requirements of NRS
11 159.305." Michael's statement is incorrect. In his *Response to Petition for Entry of Judgment and*
12 *Petition to Issue Citations, Show Cause, Removal of Guardian, Account, Turn Over Property,*
13 *Surcharge, Etc.*, Michael **asked** this Court to order Ms. Echevarria "to account and/or Surcharge in
14 accordance with NRS 159.305 et seq."

15 6. NRS 159.305 permits a guardian or other interested person to petition the court to
16 allege that a person "has or is suspected to have concealed, converted to his own use, conveyed away
17 or otherwise disposed of any money, good, chattel or effect of the ward."

18 7. After citing the person suspecting of converting the ward's assets in to Court, the
19 Court may require the suspect to "answer, upon oath, upon the matter of the petition." See NRS
20 159.305(1). Once the person has been examined by the Court, the Court may find that the person
21 has committed the actions described in NRS 159.305(1) and order the person to return "the asset or
22 the value of the asset to the guardian."

23 8. Here, however, Ms. Echevarria was **never** brought before this Court and examined
24 under NRS 159.305, and she was **never** ordered to account for or return any allegedly missing funds
25 to the Guardianship Estate.

26 9. Michael claims that "[t]his Court has previously ordered Angel to account and report
27 for in excess of \$100,000.00." As above, Michael's claim is incorrect. This Court has **never** ordered
28 Ms. Echevarria to account and report for any funds, much less \$100,000.00. As discussed above,

1 and in Ms. Echevarria's Reply, Ms. Echevarria provided extensive accounting information and
2 detailed spreadsheets to the Guardian Ad Litem, pursuant to this Court's Order to keep all of the
3 Ward's financial information confidential.

4 10. Michael alleges in his attached summary that Ms. Echevarria incurred \$58,169.52 of
5 debt on the Ward's credit card. This allegation is incorrect. The Ward's credit card debt was incurred
6 primarily as a result of Michael's litigation against his mother in the Tennessee action he brought
7 against her.

8 11. As further proof of the inaccuracy of all of Michael's allegations, this Court **approved**
9 Ms. Echevarria's resignation as Special Guardian of her mother's Estate, Guardian of her mother's
10 Person, and Successor Trustee of her mother's Trust. (See Exhibit 2, October 4, 2007 Order.)


11 12. Finally, it is important for this Court to remember that Michael is the cause of all of
12 the legal fees and costs incurred in this matter, since he chose to sue his elderly mother, who suffers
13 from Alzheimer's, in order to gain control of her assets.

14 13. Michael is trying to shoehorn irrelevant issues (which were already decided by this
15 Court) into Ms. Echevarria's petition, and draw attention away from the stark necessities of rising
16 gas prices, rising food prices, and the Ward's increasing living expenses.

17 Dated this 24 day of June, 2008.

18 LIONEL SAWYER & COLLINS

19 By:


Elizabeth Brickfield, Esq., NSB #6236
Meredith Stow, Esq., NSB #9203
Lionel Sawyer & Collins
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101
Telephone: (702) 383-8888

20 Attorneys for Angel Echevarria
21
22
23
24
25
26
27
28

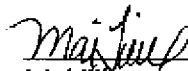
CERTIFICATE OF SERVICE

I hereby certify that on the 24 day of June, 2008, service of the foregoing SURREPLY TO JOINDER OF OPPOSITION TO PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE was made by U. S. Mail, with a courtesy copy sent by fax, addressed to the following address:

Cary Colt Payne, Esq.
Cary Colt Payne Chtd.
700 South Eighth Street
Las Vegas, NV 89101
Counsel for Michael Echevarria

Elyse Tyrell, Esq.
Trent Tyrell & Phillips
11920 Southern Highlands Parkway, Suite 200
Las Vegas, NV 89141
Attorney for Robert Ansara

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052



Mai Tieu, an employee of
LIONEL SAWYER & COLLINS

EXHIBIT 1

EXHIBIT 1

1 ORDG

2 MARK A. SOLOMON, ESQ.

3 Nevada State Bar No. 0418

4 ELIZABETH BRICKFIELD, ESQ.

5 Nevada State Bar No. 6236

6 LIONEL SAWYER & COLLINS

7 1700 Bank of America Plaza

8 300 South Fourth Street

9 Las Vegas, Nevada 89101

10 (702) 383-8888

11 Attorneys for Angel Echevarria

FILED

JAN 7 4 20 PM '05

12 DISTRICT COURT, FAMILY COURT
13 CLARK COUNTY, NEVADA

14 In the Matter of the Guardianship of the)

Case No. G 27262

15 Estate of JEAN RUTH ECHEVARRIA,)

Dept. No. E

16 Adult Ward)

Date of Hearing: January 5, 2005

Time of Hearing: 9:00 a.m.

17 ORDER APPOINTING ANGEL ECHEVARRIA AS GENERAL GUARDIAN OF THE
18 PERSON OF JEAN RUTH ECHEVARRIA AND SPECIAL GUARDIAN OF THE ESTATE
19 OF JEAN RUTH ECHEVARRIA; ORDER ASSUMING JURISDICTION OF THE JEAN
20 RUTH ECHEVARRIA TRUST; ORDER DIRECTING THE SALE OF AN ASSET OF THE
21 MILLS AT LEBANON, LLC; ORDER ASSESSING THE FEES OF ELYSE TYRELL, ESQ.;
22 ORDER APPOINTING ELYSE TYRELL AS GUARDIAN AD LITEM.

23 The Petition of Michael Echevarria and Nevada Fiduciary Services to be appointed as
24 General Guardian of the Estate of Jean Ruth Echevarria and the Opposition of Angel Echevarria to
25 Michael Echevarria's Petition and her Counter-Petition to be Named Guardian or Alternatively to
26 dismiss the proceedings came before the Court.

27 Present at the hearing were JEAN RUTH ECHEVARRIA, ANGEL ECHEVARRIA, JEAN
28 RUTH ECHEVARRIA's daughter and her counsel of record, ELIZABETH BRICKFIELD, ESQ. of
the law firm of LIONEL SAWYER & COLLINS, KIM BOYER, ESQ. of the law firm of BOLICK
BOYER & GOODSSELL, on behalf of MICHAEL ECHEVARRIA and NEVADA FIDUCIARY

1 SERVICES, who were not present and ELYSE TYRELL, ESQ. of the law firm of PATRICIA
2 TRENT & ASSOCIATES, the investigator appointed by stipulation of the parties.

3 The Court, having considered the pleadings, heard the arguments of Counsel and having
4 interviewed JEAN RUTH ECHEVARRIA in camera made the following findings and orders.

5 The Court finds that JEAN RUTH ECHEVARRIA executed a valid estate plan, including
6 the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust, a Durable Power of Attorney, a Durable
7 Power of Attorney for Health Care and a Nomination of Guardian of her Person under her Last Will
8 and Testament.

9 The Court finds that JEAN RUTH ECHEVARRIA designated ANGEL ECHEVARRIA to
10 serve as Successor Trustee of the JEAN RUTH ECHEVARRIA TRUST; to serve as JEAN RUTH
11 ECHEVARRIA's agent for health care and all general purposes; to serve as Guardian of her Person
12 if necessary and that these designations are valid and in effect.

13 The Court finds that it has jurisdiction of the JEAN RUTH ECHEVARRIA TRUST as a
14 Nevada Trust and that ANGEL ECHEVARRIA is confirmed as successor trustee of the Trust:

15 The Court finds that one hundred percent of the membership interests of the Mill at Lebanon,
16 LLC is owned by the JEAN RUTH ECHEVARRIA TRUST;

17 The Court finds that JEAN RUTH ECHEVARRIA knows and understands the financial
18 conditions that make it in her best interest that the real property which is an asset of the Mills at
19 Lebanon, LLC be sold, as she has invested hundreds of thousands of dollars in the property; the
20 property is in poor condition and would require the replacement of the roof; the property is in
21 foreclosure and back taxes are owing;

22 The Court finds that it has general jurisdiction over the person of MICHAEL ECHEVARRIA
23 in that he submitted to this Court's jurisdiction by coming before this Court to seek his appointment

24

1 as Temporary and General Guardian of the Estate of JEAN RUTH ECHEVARRIA and placing the
2 issue of the sale of the real property owned by the Mills at Lebanon, LLC before this Court and that
3 any claims he is asserting against the Mills at Lebanon, LLC are claims that are properly before this
4 Court in this proceeding as one hundred percent of the membership interest in the Mills at Lebanon,
5 LLC is an asset of the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust;
6

7 The Court respectfully offers its suggestion to the Tennessee Court that in the name of
8 judicial economy and efficiency the Guardianship Court of the Eighth Judicial District Court, Clark
9 County, Nevada having all parties and the issues before it is the more appropriate forum for the
10 resolution of all issues relating to any claims being made by MICHAEL ECHEVARRIA that he has
11 an interest as a creditor of the Mills at Lebanon, LLC;
12

13 The Court respectfully notifies the Tennessee Court that the Guardianship Court of the Eighth
14 Judicial District Court, Clark County, Nevada is prepared to hold the proceeds from the sale of the
15 Mills at Lebanon, LLC real property in escrow pending resolution by the Guardianship Court of any
16 claims of MICHAEL ECHEVARRIA against such assets;
17

18 The Court finds that the privacy of JEAN RUTH ECHEVARRIA is to be respected and that
19 her financial affairs and estate planning documents are to remain protected and private;
20

21 The Court finds that pursuant to NRS 159.046(4) that MICHAEL ECHEVARRIA
22 unnecessarily or unreasonably caused the appointment of ELYSE TYRELL to investigate this matter
23 and is therefore liable for eighty-five percent of the expenses associated with the investigation.
24

25 GOOD CAUSE appearing;
26

27 IT IS HEREBY ORDERED that ANGEL ECHEVARRIA is appointed as Special Guardian
28 of the Estate of JEAN RUTH ECHEVARRIA with the authority to act in accordance with the
provisions of NRS 159.083 and to serve as such without bond;

1 IT IS FURTHER ORDERED that ANGEL ECHEVARRIA is appointed as General Guardian
2 of the Person of JEAN RUTH ECHEVARRIA;

3 IT IS FURTHER ORDERED that the Guardianship Court of the Eighth Judicial District
4 Court of the State of Nevada assumes jurisdiction over the Jean R. Echevarria Trust dated May 30,
5 2000, as a proceeding in rem;

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA
7 is confirmed as Trustee of the Jean R. Echevarria Trust dated May 30, 2000;

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the sale of the assets of
9 the Mills at Lebanon, LLC shall proceed as being in the Ward's best interests;

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA;
11 as successor trustee of the Jean R. Echevarria Trust shall execute all documents to complete the sale
12 of the real property held as an asset of the Mills at Lebanon, LLC;

13 IT IS FURTHER ORDERED ADJUDGED AND DECREED that Michael Echevarria shall
14 not interfere with the sale of the real property held as an asset of the Mills at Lebanon, LLC;

15 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ANGEL ECHEVARRIA
16 shall provide the Guardianship Court with a copy of all estate planning documents for JEAN
17 ECHEVARRIA and that such documents shall be reviewed by the Court in camera and kept
18 confidential;

19 IT IS FURTHER ORDERED ADJUDGED AND DECREED that any financial records,
20 documents, bank statements or copies of such obtained by MICHAEL ECHEVARRIA through
21 subpoena duces tecum or other discovery method shall be deemed subject to a protective order and
22 the discovery shall not be had by him or his counsel. If any such documents have been provided to
23 MICHAEL ECHEVARRIA or his counsel such documents and any copies shall be turned over to
24

1 ELIZABETH BRICKFIELD, ESQ. and shall not be released to MICHAEL ECHEVARRIA;

2 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ELYSE TYRELL, ESQ.
3 shall be appointed as Guardian ad Litem in this matter;

4 IT IS FURTHER ORDERED ADJUDGED AND DECREED that eighty five percent of the
5 fees attributable to the services of ELYSE TYRELL, ESQ. as investigator in this matter shall be
6 paid by MICHAEL ECHEVARRIA and fifteen percent of the fees shall be paid from the assets of
7 JEAN RUTH ECHEVARRIA; and

8
9 IT IS FURTHER ORDERED ADJUDGED AND DECREED that MICHAEL
10 ECHEVARRIA take no action or make any request to any Court, including the Chancery Court of
11 Wilson County, Tennessee at Lebanon in Civil Action No.:04-418, known as Michael A.
12 Echevarria, Plaintiff v. The Mills at Lebanon, LLC, to prevent or stay the payment of the proceeds
13 of such sale to any person, Court or entity other than Angel Echevarria, successor trustee of the Jean
14 R. Echevarria Trust dated May 30, 2000.

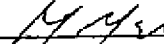
15
16 Dated this 1 day of January, 2005.

17
18 
DISTRICT COURT JUDGE

19 for STEVEN E. JONES

20 Submitted by:

21 LIONEL SAWYER & COLLINS

22 By 
23 MARK A. SOLOMON, ESQ.
24 ELIZABETH BRICKFIELD, ESQ.
25 300 South Fourth Street
26 Las Vegas, Nevada 89101
27 Attorneys for Angel Echevarria
28

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 382-8666

EXHIBIT 2

EXHIBIT 2

1 PAG
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & PHILLIPS
5 11920 So. Southern Highlands
6 Parkway, Suite 200
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 Attorney for the Petitioner,
10 ROBERT L. ANSARA

FILED

OCT 4 10 05 AM '07

CLERK OF COURT

11 DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 In the Matter of the Guardianship) CASE NO. G 27262
14 of the person and estate of) Family Court
15 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H

16 ORDER

17 Date of Hearing: 09/05/07
18 Time of Hearing: 9:00 a.m.

19 This matter having come on for hearing on the 5th day of
20 September, 2007, based upon the Motion to Stay Enforcement of
21 Judgment and Expunge Lien filed by the ward's daughter, Angel
22 Echevarria; an Opposition to that motion having been filed by the
23 ward's son, Michael Echevarria; the Petition to Issue Citations,
24 Show Cause for Removal of Guardian, Account, Turn Over Property,
25 Surcharge, Etc. filed by the ward's son, Michael Echevarria; an
26 Objection to that petition having been filed by the ward's
27 daughter, Angel Echevarria; the court having noted the presence of
28 Cary Colt Payne, Esq., counsel for Michael Echevarria, Elizabeth
Brickfield, Esq., counsel for Angel Echevarria and Elyse M. Tyrell,
Esq., Guardian Ad Litem for the adult ward; the court having heard
the statements of counsel and good cause appearing therefore; and
it is

FURTHER ORDERED that the court does hereby accept the

1 resignation of the ward's daughter, ANGEL ECHEVARRIA, as Guardian
2 of the estate of JEAN RUTH ECHEVARRIA; and it is

3 FURTHER ORDERED that the court does hereby accept the
4 resignation of the ward's daughter, ANGEL ECHEVARRIA, as Successor
5 Trustee of the JEAN RUTH ECHEVARRIA TRUST during JEAN'S lifetime;
6 and it is

7 FURTHER ORDERED that the court's acceptance of ANGEL
8 ECHEVARRIA'S resignations does not bar or release any claims by any
9 of the parties; and it is

10 FURTHER ORDERED that, although the court postponed its
11 decision regarding the lien MICHAEL ECHEVARRIA secured on the
12 ward's real property located in the State of Nevada, pending the
13 outcome of the litigation in the State of Tennessee, MICHAEL
14 ECHEVARRIA agreed that he will not proceed in foreclosing on the
15 ward's real property and will make any necessary arrangements to
16 release the lien to permit the closing of the sale of said real
17 property; and it is

18 FURTHER ORDERED that ROBERT L. ANSARA shall file with the
19 court a petition seeking his appointment as Guardian of the adult
20 ward's guardianship estate; and it is

21 FURTHER ORDERED that ROBERT L. ANSARA shall assume the
22 responsibility as Successor Trustee of the JEAN RUTH ECHEVARRIA
23 TRUST; and it is

24 FURTHER ORDERED that ROBERT L. ANSARA shall have the authority
25 to negotiate a settlement between MICHAEL ECHEVARRIA and the adult
26 ward; and it is

27 FURTHER ORDERED that, upon reaching a settlement with MICHAEL
28

1 ECHEVARRIA, ROBERT L. ANSARA shall petition this court for approval
2 of the same; and it is

3 FURTHER ORDERED that ELYSE M. TYRELL, ESQ., is hereby
4 discharged as Guardian Ad Litem for the above-named adult ward; and
5 it is

6 FURTHER ORDERED that ELYSE M. TYRELL, ESQ., is authorized and
7 directed to serve as counsel for ROBERT L. ANSARA as Guardian of
8 the estate of JEAN RUTH ECHEVARRIA, as well as Successor Trustee of
9 the JEAN RUTH ECHEVARRIA TRUST.

10 DATED this _____ day of September, 2007.

11
12 _____
DISTRICT COURT JUDGE

13 TRENT, TYRELL & PHILLIPS

14 Elyse M. Tyrell
15 ELYSE M. TYRELL, ESQ.
16 11920 So. Southern Highlands
17 Parkway, Suite 200
Las Vegas, NV 89141

18 Approved as to form and content:

19 CARY COLT PAYNE, CHTD.

LIONEL SAWYER & COLLINS

20
21 _____
22 CARY COLT PAYNE, ESQ.
23 700 S. Eighth Street
Las Vegas, NV 89101
Attorney for Michael Echevarria

24 Elizabeth Brickfield
25 ELIZABETH BRICKFIELD, ESQ.
26 300 South 4th Street
27 Las Vegas, NV 89101
28 Attorney for Angel Echevarria

1 ECHEVARRIA, ROBERT L. ANSARA shall petition this court for approval
2 of the same; and it is

3 FURTHER ORDERED that ELYSE M. TYRELL, ESQ., is hereby
4 discharged as Guardian Ad Litem for the above-named adult ward; and
5 it is

6 FURTHER ORDERED that ELYSE M. TYRELL, ESQ., is authorized and
7 directed to serve as counsel for ROBERT L. ANSARA as Guardian of
8 the estate of JEAN RUTH ECHEVARRIA, as well as Successor Trustee of
9 the JEAN RUTH ECHEVARRIA TRUST.

10 DATED this 1 day of ~~September~~ ^{October}, 2007.

11 T. ANT RITCHIE, JR.
12 DISTRICT COURT JUDGE

13 TRENT, TYRELL & PHILLIPS

14 Elyse M. Tyrell
15 ELYSE M. TYRELL, ESQ.
16 11920 So. Southern Highlands
17 Parkway, Suite 200
Las Vegas, NV 89141

18 Approved as to form and content:

19 CARY COLT PAYNE, CHTD.

LIONEL SAWYER & COLLINS

20 Cary Colt Payne
21 CARY COLT PAYNE, ESQ.
22 700 S. Eighth Street
23 Las Vegas, NV 89101
Attorney for Michael Echevarria

24 Elizabeth Brickfield
25 ELIZABETH BRICKFIELD, ESQ.
26 300 South 4th Street
27 Las Vegas, NV 89101
28 Attorney for Angel Echevarria

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding SURREPLY TO JOINDER OF OPPOSITION TO PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE filed in or submitted for District Court Case number G27262.

☒ Does not contain the social security number of any person.

-OR-

☐ Contain the social security number of a person as required by:

A. A specific state or federal law, to wit: _____

-OR-

B. For the administration of a public program or for an application of a federal or state grant.

Dated this 24 day of June, 2008.



Meredith Stow, Esq.
Lionel Sawyer & Collins
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101
Attorneys for Angel Echevarria

ORIGINAL

CERT

CARY COLT PAYNE, ESQ.
Nevada Bar #004357
CARY COLT PAYNE, CHTD.
700 S. Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

FILED

JUN 26 4 20 PM '08

Chaf
CLERK OF THE COURT

Attorney for Petitioner,
MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the)
Estate of JEAN RUTH ECHEVARRIA,)

Case No.: G27262
Dept. No.: H

Adult Ward)

Date: 06/25/08
Time: 10:00 a.m.

AMENDED CERTIFICATE OF MAILING

The undersigned employee of CARY COLT PAYNE, CHTD., hereby certifies that on the 26th day of June, 2008, a copy of the JOINDER TO OBJECTION was served, by placing a copy in an envelope, postage fully prepaid, in the U.S. Mail, at Las Vegas, Nevada, said envelope addressed to:

Robert Echevarria
P. O. Box 5496
Mohave Valley, Arizona 86446

Elyse M. Tyrell, Esq.
11920 S. Highlands Parkway
Suite #200
Las Vegas, Nevada 89141

Sherry L. Chavez

Sherry L. Chavez
An employee of Cary Colt Payne, Chtd.

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702. 383.9010 • Fax 702. 383.9049



1 ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
2 TRENT, TYRELL & PHILLIPS
11920 So. Southern Highlands
3 Parkway, Suite 200
Las Vegas, Nevada 89141
4 (702) 382-2210
Attorney for the Guardian of the
5 Estate and Successor Trustee of
the Ward's Living Trust,
6 ROBERT L. ANSARA

FILED

AUG 7 9 23 AM '08

Cliff
CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

8 In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
9 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H

REPORT AND RECOMMENDATIONS

I.

FINDINGS

11
12
13 This matter having come on for hearing based upon the Petition
14 for Order Increasing Allowance for Ward's Household Expenses and
15 Authorizing Caregiver's Fee filed by the ward's daughter, Angel
16 Echevarria. The court having heard the arguments of counsel and
17 denied the petition filed by Angel Echevarria. The court having
18 found that the efforts of Angel Echevarria in providing the ward
19 with 24 hour care has kept the ward out of a nursing facility and
20 allows her to enjoy her later years with her family. Additionally,
21 the court found that the ward has substantial debt which was
22 incurred, in-part, by Angel Echevarria and members of her family
23 due to the fact that the ward has supported her and her children
24 for many years. The Guardian and Trustee have created a budget
25 with which to satisfy the most important of the ward's monthly
26 bills, and there are minimal excess funds with which to satisfy
additional monthly expenses of the ward, such as her credit cards

GUARDIANSHIP
JUL 02 2008
RECEIVED

1 and other debts, her guardian's fees and attorney's fees. The
2 court found that funds need to be reserved should an emergency
3 arise, such as the need for a major repair on her home. The
4 Guardian and Trustee is doing his job in attempting to set aside
5 funds for the payment of the ward's credit card expenses,
6 attorney's fees, Guardian's fees and Trustee's fees. Until those
7 fees and expenses are satisfied, Angel Echevarria should not be
8 awarded any fees as she and her family are being compensated by not
9 being responsible for a mortgage payment, monthly utilities, car
10 payment or any of her own personal expenses.

11 II.

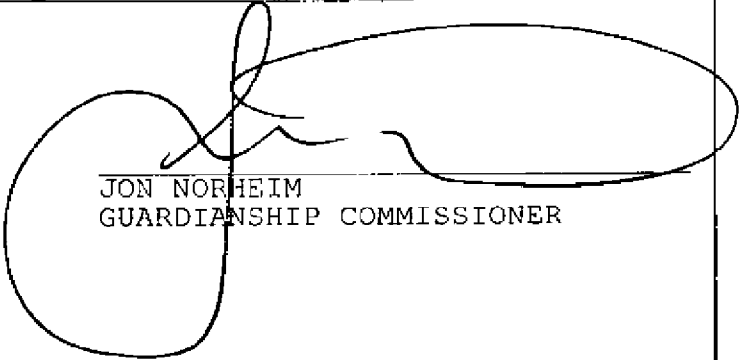
12 RECOMMENDATIONS

13 The Court having been fully advised in the premises, and good
14 cause appearing therefor;

15 IT IS HEREBY RECOMMENDED that the petition filed by Angel
16 Echevarria be denied; and it is

17 FURTHER RECOMMENDED that the Guardian and Trustee continue in
18 his efforts as he has done in the past.

19 Dated this 3 day of Jun, 2008.

20
21
22 
23 JON NORHEIM
24 GUARDIANSHIP COMMISSIONER
25
26
27
28

1 **NOTICE**

2 Pursuant to NRCF 53, you are hereby notified you have ten (10)
3 days from the date you receive this document within which to file
4 written objections.
5

6 [The Commissioner's Report is deemed received
7 when signed and dated by a party, his attorney
8 or his attorney's employee, or three (3) days
9 after mailing to a party or his attorney, or
three (3) days after the clerk of the court
deposits a copy of the Report in a folder of a
party's lawyer in the Clerk's office.]

10
11 A copy of the foregoing Commissioner's Report was:
12

13 X Placed in the folder of Meredith L. Stow, Esq., in the
Clerk's Office on the

14 8 day of July, 2008.

15 By: Lan Pan
16 Deputy Clerk
17

18 **ORDER**

19 The Court, having reviewed the above report and
recommendations prepared by the Commissioner and,

20 ✓ The parties having waived the right to object thereto.
No timely objections having been filed thereto.

21 ✓ Having received the objections thereto and the written
arguments in support of said objections, and good cause
22 appearing,

23 IT IS HEREBY ORDERED the Commissioner's Report and
Recommendations are affirmed and adopted.

24 IT IS HEREBY ORDERED the Commissioner's Report and
Recommendations are affirmed and adopted as modified in
the following manner. (Attach hereto)

25 IT IS HEREBY ORDERED that a hearing on the Commissioner's
Report is set for _____, 2008.

26 DATED this 4 day of August, 2008.

27 John P. Butler
28 DISTRICT COURT JUDGE
38

1 I hereby certify that on the date filed, copies of this order
2 were served by placing copies in the attorney's folders or mailing
3 to parties in proper person at the following address(es):

4 Merideth Stow, Esq.

5 Lai Pa

6 Court Clerk

ORIGINAL

1 NEO
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & PHILLIPS
5 11920 So. Southern Highlands
6 Parkway, Suite 200
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 Attorney for the Guardian,
10 ROBERT L. ANSARA

FILED

AUG 20 4 13 PM '08

CLERK OF THE COURT

6 DISTRICT COURT
7 CLARK COUNTY, NEVADA

8 In the Matter of the Guardianship) CASE NO. G 27262
9 of the person and estate of) Family Court
10 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H

11 NOTICE OF ENTRY OF ORDER

12 TO: ALL PERSONS INTERESTED IN THE ABOVE-REFERENCED GUARDIANSHIP:
13 YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that a Report
14 and Recommendations, which is attached hereto, was entered by the
15 court on the 7th day of August, 2008.

16 DATED this 19th day of August, 2008.

17 TRENT, TYRELL & PHILLIPS

18 Elyse M. Tyrell
19 ELYSE M. TYRELL, ESQ.
20 11920 So. Southern Highlands
21 Parkway, Suite 200
22 Las Vegas, Nevada 89141

23 CERTIFICATE OF MAILING

24 I, the undersigned, an employee of the law firm of Trent,
25 Tyrell & Phillips do hereby declare that on the 19th day of August,
26 2008, I placed in an envelope, postage pre-paid, first class mail
27 thereon, a copy of the foregoing Notice of Entry of Order, to which
28 a copy of the Report and Recommendations was attached.

RECEIVED

AUG 20 2008

1

CLERK OF THE COURT

1 There is a regular communication by mail between the Post
2 Office at Las Vegas, Nevada and the addresses to which the above-
3 referenced documentation was mailed.


4
5
6 
7 Employee of Trent, Tyrell &
8 Phillips
9
10
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12
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14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit "1"

1
2 Robert L. Ansara
P.O. Box 30785
3 Las Vegas, NV 89173
4 Angel Echevarria
Anthony Echevarria
5 12 Desert Highlands Drive
Henderson, NV 89052
6 Michael Echevarria
7 120 Pana Drive
Hendersonville, TN 37075
8 Robert Echevarria
9 P.O. Box 5496
Mohave Valley, AZ 86446
10 Michael T. Echevarria
11 Tersa Echevarria
c/o Paula Cunningham
12 P.O. Box 341
La Canada, CA 91012
13 Ana Echevarria
14 Amanda Echevarria
c/o Angel Echevarria
15 12 Desert Highlands Drive
Henderson, NV 89052
16 Elizabeth Brickfield, Esq.
17 300 S. Fourth Street #1700
Las Vegas, NV 89101
18 Darius A. Baghai, Esq.
19 144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212
20 Cary Colt Payne, Esq.
21 700 South Eighth Street
Las Vegas, NV 89101
22 Gary Vandever
23 501 Park Avenue, Suite B
Lebanon, TN 37087
24
25
26
27
28

1 ELYSE M. TYRELL, ESQ.
Nevada Bar No. 5531
2 TRENT, TYRELL & PHILLIPS
11920 So. Southern Highlands
3 Parkway, Suite 200
Las Vegas, Nevada 89141
4 (702) 382-2210
Attorney for the Guardian of the
5 Estate and Successor Trustee of
the Ward's Living Trust,
6 ROBERT L. ANSARA

AUG 7 9 23 AM '08

Chad
CLERK OF COURT

7 DISTRICT COURT
CLARK COUNTY, NEVADA

8 In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
9 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department H

10 REPORT AND RECOMMENDATIONS

11 I.

12 FINDINGS

13 This matter having come on for hearing based upon the Petition
14 for Order Increasing Allowance for Ward's Household Expenses and
15 Authorizing Caregiver's Fee filed by the ward's daughter, Angel
16 Echevarria. The court having heard the arguments of counsel and
17 denied the petition filed by Angel Echevarria. The court having
18 found that the efforts of Angel Echevarria in providing the ward
19 with 24 hour care has kept the ward out of a nursing facility and
20 allows her to enjoy her later years with her family. Additionally,
21 the court found that the ward has substantial debt which was
22 incurred, in-part, by Angel Echevarria and members of her family
23 due to the fact that the ward has supported her and her children
24 for many years. The Guardian and Trustee have created a budget
25 with which to satisfy the most important of the ward's monthly
26 bills, and there are minimal excess funds with which to satisfy
27 additional monthly expenses of the ward, such as her credit cards
28

1 and other debts, her guardian's fees and attorney's fees. The
2 court found that funds need to be reserved should an emergency
3 arise, such as the need for a major repair on her home. The
4 Guardian and Trustee is doing his job in attempting to set aside
5 funds for the payment of the ward's credit card expenses,
6 attorney's fees, Guardian's fees and Trustee's fees. Until those
7 fees and expenses are satisfied, Angel Echevarria should not be
8 awarded any fees as she and her family are being compensated by not
9 being responsible for a mortgage payment, monthly utilities, car
10 payment or any of her own personal expenses.

11 II.

12 RECOMMENDATIONS

13 The Court having been fully advised in the premises, and good
14 cause appearing therefor;

15 IT IS HEREBY RECOMMENDED that the petition filed by Angel
16 Echevarria be denied; and it is

17 FURTHER RECOMMENDED that the Guardian and Trustee continue in
18 his efforts as he has done in the past.

19 Dated this 3 day of Jun, 2008.

20
21
22
23 JON NORHEIM
GUARDIANSHIP COMMISSIONER
24
25
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1 NOTICE

2 Pursuant to NRCP 53, you are hereby notified you have ten (10)
3 days from the date you receive this document within which to file
4 written objections.
5

6 [The Commissioner's Report is deemed received
7 when signed and dated by a party, his attorney
8 or his attorney's employee, or three (3) days
9 after mailing to a party or his attorney, or
three (3) days after the clerk of the court
deposits a copy of the Report in a folder of a
party's lawyer in the Clerk's office.]

10
11 A copy of the foregoing Commissioner's Report was:
12

13 X Placed in the folder of Meredith L. Stow, Esq., in the
14 Clerk's Office on the

15 8 day of July, 2008.

16 By: Lou Pa
17 Deputy Clerk

18 ORDER

19 The Court, having reviewed the above report and
20 recommendations prepared by the Commissioner and,

21 ✓ The parties having waived the right to object thereto.
22 No timely objections having been filed thereto.
23 Having received the objections thereto and the written
24 arguments in support of said objections, and good cause
25 appearing,

26 IT IS HEREBY ORDERED the Commissioner's Report and
27 Recommendations are affirmed and adopted.

28 IT IS HEREBY ORDERED the Commissioner's Report and
Recommendations are affirmed and adopted as modified in
the following manner. (Attach hereto)

IT IS HEREBY ORDERED that a hearing on the Commissioner's
Report is set for _____, 2008.

DATED this 4 day of August, 2008.

Attorney
DISTRICT COURT JUDGE

1 I hereby certify that on the date filed, copies of this order
2 were served by placing copies in the attorney's folders or mailing
to parties in proper person at the following address(es):

3 Merideth Stow, Esq.

4
5 Lain Pan

Court Clerk

ORIGINAL

FILED

FEB 10 9 39 AM '09

E. J. [Signature]
CLERK OF THE COURT

1 NOTC
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & PHILLIPS
5 11920 Southern Highlands
6 Parkway, Suite 200
7 Las Vegas, Nevada 89141
8 (702) 382-2210
9 (702) 382-9242 (fax)
10 elyse@probatelawlv.com
11 Attorney for the Guardian of the
12 Estate and Successor Trustee of
13 the Ward's Living Trust,
14 ROBERT L. ANSARA

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department B

NOTICE OF HEARING OF FIRST ACCOUNT AND REPORT OF GUARDIAN AND
PETITION FOR PAYMENT OF FEES

Date of Hearing: 02/25/09
Time of Hearing: 9:00 a.m.

NOTICE IS HEREBY GIVEN to all persons interested in the
guardianship of the person and estate of the above-named adult ward,
that Wednesday, the 25th day of February, 2009, at the hour of 9:00
a.m., in the Family Court and Service Center in Department H, which
is located at 601 N. Pecos, Las Vegas, Nevada, 89101, is hereby set
as the time and place by the court for the hearing on the First
Account and Report of Guardian and Petition for Payment of Fees, filed
by ROBERT L. ANSARA, at which time all persons interested in said
matter are notified then and there to appear and show cause, if any
they have, why said petition should not be granted.

Reference is hereby made to said petition, on file herein, for
further particulars.

YOU DO NOT NEED TO APPEAR UNLESS YOU WISH TO FILE AN



1 OBJECTION.


2 DATED this 10th day of February, 2009.

EDWARD A. FRIEDLAND

3 Clark County Clerk

4 By: 
5 Deputy Clerk MARIA FUENTES

6 TRENT, TYRELL & PHILLIPS

7
8 
9 ELYSE M. TYRELL, ESQ.
10 11920 Southern Highlands
11 Parkway, Suite 200
12 Las Vegas, Nevada 89141

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ORIGINAL

FILED

FEB 10 9 36 AM '09

E. J. [Signature]
CLERK OF THE COURT

FACT

ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & PHILLIPS
11920 Southern Highlands
Parkway, Suite 200
Las Vegas, Nevada 89141
(702) 382-2210
(702) 382-9242 (fax)
elyse@probatelawlv.com
Attorney for the Guardian of the
Estate and Successor Trustee of
the Ward's Living Trust,
ROBERT L. ANSARA

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department B

FIRST ACCOUNT AND REPORT OF GUARDIAN AND
PETITION FOR PAYMENT OF FEES

Date of Hearing: 02/25/09
Time of Hearing: 9:00 a.m.

ROBERT L. ANSARA, Guardian of the estate of the above-named
adult ward, now presents to this Honorable Court his First Account
and Report of Guardian, along with a verified Petition for Payment
of Fees, and alleges as follows:

1. SUMMARY OF ACCOUNT. Petitioner alleges that he should be
charged and credited for this accounting period which covers the
time frame October 31, 2007 through October 31, 2008, in the manner
outlined on Exhibit "1" which is attached hereto.

2. Petitioner was appointed to act as Guardian of the estate
of the adult ward due to the ward's inability to manage her own
financial affairs. At this time, Petitioner reports that the
ward's condition remains unchanged and, for that reason, the
necessity to continue this guardianship proceeding exists.

1 3. Petitioner has rendered services in connection with this
2 guardianship proceeding including, but not limited to, managing all
3 of the adult ward's assets, ensuring that the expenses associated
4 with the ward's care and maintenance have been fully satisfied on a
5 timely basis, along with other services which are outlined on
6 Exhibit "2", all of which have proved to benefit the adult ward.
7 Therefore, Petitioner alleges that the sum of \$9,886.50 is a
8 reasonable fee to compensate him for these services, \$2,000.00 of
9 which having been pre-paid. Therefore, Petitioner would request
10 authority to pay himself the sum of \$7,886.50 as and for the
11 balance of his fees in connection with this guardianship matter.

12 4. The law firm of Trent, Tyrell & Phillips has rendered
13 services in connection with this guardianship matter including, but
14 not limited to, preparing and filing the instant account and
15 report, along with other documentation relative hereto, all of
16 which are outlined on Exhibit "3". Therefore, Petitioner alleges
17 that the sum of \$11,578.56 is a reasonable fee to compensate said
18 law firm for these services, \$1,000.00 of which having been pre-
19 paid. Therefore, Petitioner would request authority to pay said
20 law firm the sum of \$10,578.56 as and for the balance of its fees
21 in connection with this guardianship matter.

22 5. The law firm of Trent, Tyrell & Phillips has advanced
23 costs in connection with this guardianship matter in the amount of
24 \$167.26. Therefore, Petitioner would request authority to
25 reimburse that amount to said law firm.

26 WHEREFORE, Petitioner prays as follows:


27 1. That the foregoing First Account and Report be settled,

28

1 allowed and approved, and all actions taken by the Petitioner as
2 set forth herein be ratified and approved.

3 2. That this Honorable Court authorize and direct Petitioner
4 to pay the fees and costs as outlined above.

5 3. For such other and further relief as the Court may deem
6 just and proper in the premises.

7 
8 ROBERT L. ANSARA


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STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

ROBERT L. ANSARA, being first duly sworn, deposes and says:

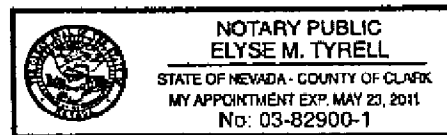
That he is the Guardian of the estate of the above-named ward;
that he has read the foregoing First Account and Report of Guardian
and Petition for Payment of Fees and knows the contents thereof;

1 that the same is true of his own knowledge except as to those
2 matters therein contained upon information and belief, and as to
3 those matters, he believes them to be true.
4
5
6


ROBERT L. ANSARA

7 SUBSCRIBED and SWORN to before me
8 this 5th day of February, 2009.

9 
10 NOTARY PUBLIC in and for said
County and State



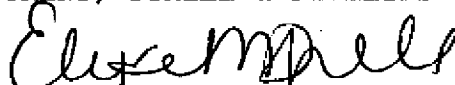
11 TRENT, TYRELL & PHILLIPS
12 
13 ELYSE M. TYRELL, ESQ.
14 11920 Southern Highlands
Parkway, Suite 200
15 Las Vegas, Nevada 89141
Attorney for the Guardian
16
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EXHIBIT "1"

ECHEVARRIA GUARDIANSHIP
10/31/07-10/31/08

Beginning Balance \$8,000.00

Receipts \$99,250.00

Total: \$107,250.00

Disbursements

Home – Repairs/Maintenance/Mortgage \$69,876.69

Utilities- \$16,527.92

Auto Expenses- \$4,989.02

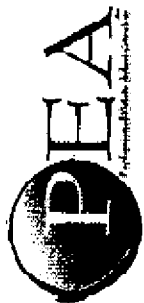
Medical Expenses- \$2,529.92

Misc Expenses- \$11,867.15

Professional Fees- \$2,500.00

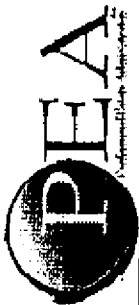
Total: \$108,290.70

Bank Book Balance (due to o/s checks) Total:
<\$1,040.70>



Receipts and Disbursements Echevarria Guardianship 10/31/07-10/31/08

CK #	DATE	DESCRIPTION	INCOME	HOME	UTIL	AUTO	MED	MISC	PRO FEES
	11/02/07		8,000.00						
001	11/02/07	J&J Pools		\$180.00					
002	11/02/07	City of Henderson			\$293.47				
003	11/02/07	Countrywide mortgage		\$3,895.31					
004	11/02/07	NV Power			\$966.01				
005	11/02/07	Alstate Auto Insurance				\$242.95			
006	11/02/07	SW Gas			\$44.95				
007	11/02/07	Storage One						\$365.00	
008	11/02/07	VOID							
009	11/02/07	Orkin Pest Control			\$84.80				
010	11/02/07	SW Gas			\$35.06				
011	11/14/07	Catskill Auto Repair				\$584.71			
	11/14/07	Advance on Dec Distribution	4,000.00						
012	11/14/07	PEA- travel reim						\$231.70	
013	11/19/07	Countrywide		\$4,048.92					
014	11/19/07	Republic Services			\$37.65				
015	11/20/07	Pool Pros		\$55.00					
016	11/26/08	El Paradiso Landscaping		\$150.00					
017	11/26/07	Review Journal						\$58.50	
018	11/27/07	Arrowhead			\$41.54				
019	11/27/07	Ricky Graham- carpet		\$250.00					
020	11/28/07	4 Seasons Window Clean		\$175.00					
021	11/28/07	Terry Miller		\$117.45					
	12/06/07	Dover Mgmt	6,000.00						
022	12/10/07	VOID							
023	12/11/07	PEA- reim for cox payment			\$187.85				
024	12/14/07	NV Power			\$555.23				
025	12/15/07	Alstate Auto Insurance				\$485.90			
026		Cashier's Check to replace 022					\$516.87		
027	12/17/07	PEA-Sprint reim			\$298.01				



Receipts and Disbursements Echevarria Guardianship

		10/31/07		10/31/08			
028	12/18/07	Countrywide mortgage					
	12/19/07	Cks printing					\$17.75
	12/19/08	Loan from PEA	200.00				
	01/02/08	Dover Mgmt	8,900.00				
	01/02/08	Wire transfer fee					\$10.00
101	01/02/08	Arrowhead			\$63.31		
102	01/02/08	Orkin Pest Control			\$127.20		
103	01/02/08	City of Henderson water/sewer			\$394.75		
104	01/02/08	Pool Pros		\$110.00			
105	01/02/08	El Paradiso Landscaping		\$150.00			
106	01/02/08	Quest- Co-pay medical				\$15.07	
107	01/02/08	PEA- Repay Loan					\$200.00
108	01/02/08	AT&T			\$174.62		
109	01/02/08	PEA- reim Sprint			\$647.92		
	01/02/08	PEA- reim carpet cleaning		\$234.00			
110	01/05/08	Storage One					\$340.00
111	01/07/08	City of Henderson water/sewer			\$133.19		
112	01/07/08	NV Power			\$555.23		
113	01/08/08	Orkin Pest Control			\$42.40		
114	01/07/08	Allstate Auto Insurance				\$485.90	
115	01/07/08	Arrowhead			\$13.18		
116	01/07/08	Cox			\$331.18		
117	01/08/08	Anthem HOA		\$468.00			
118	01/08/08	Countrywide - Jan		\$4,028.74			
119	01/08/08	Storage One Late Fees					\$35.00
120	01/08/08	Diagnostic Center of Med				\$73.98	
121	01/08/08	AT&T			\$241.38		
122	01/11/08	SW Gas			\$87.36		
123	01/11/08	Angel Echevarria - Reim Brakes				\$45.00	
	02/05/08	Dover Mgmt	8,900.00				
	02/05/08	1st Nat'l Bank					\$5.00
	02/05/08	Loan From RLA	50.00				
	02/05/08	Payback to RLA					\$50.00
124	02/08/08	Coronado High School					\$90.00



Receipts and Disbursements Echevarria Guardianship

10/31/07-10/31/08

125	02/08/08	City of Henderson							
126	02/08/08	SW Gas			\$428.05				
127	02/08/08	Countrywide		\$3,874.90					
128	02/08/08	Republic Services			\$37.65				
129	02/08/08	Orkin Pest Control			\$127.20				
130	02/08/08	El Paradiso Landscaping		\$300.00					
131	02/11/08	Pool Pros		\$554.00					
132	02/11/08	Angel Echevarria - Jean's Meds				\$500.00			
133	02/12/08	Storage One						\$320.00	
134	02/12/08	NV Power			\$322.21				
135	02/13/08	Barbara Sealock - Loan						\$300.00	
136	02/13/08	LV Review Journal						\$58.50	
137	02/18/08	Angel Echevarria- Cali Funeral						\$500.00	
138	02/23/08	Sands of Kahana- Time Share						\$825.30	
139	03/05/08	Countrywide		\$4,589.32					
140	03/05/08	TSI		\$86.54					
141	03/05/08	City of Henderson			\$76.30				
142	03/05/08	VOID							
143	03/05/08	Allstate Auto Insurance				\$918.49			
144	03/05/08	Sprint			\$509.46				
	03/07/08	Dover Mgmt		8,900.00					
145	03/11/08	Angel Echevarria - Jean's Meds				\$212.00			
146	03/11/08	NV Power			\$266.65				
147	03/11/08	SW Gas			\$153.02				
148	03/11/08	VOID							
149	03/11/08	TSI Alarm Service		\$90.00					
150	03/17/08	Pool Pros		\$110.00					
151	03/25/08	Countrywide - Apr		\$4,590.43					
152	03/25/08	Arrowhead			\$71.54				
153	03/25/08	Storage One						\$160.00	
154	03/27/08	Henderson Transmission				\$97.23			
155	03/27/08	Catskill Auto Repair				\$264.62			
156	03/27/08	Angel Echevarria Misc Exp						\$100.00	
157	03/27/08	Catskill Auto Repair				\$192.34			
158	04/04/08	Enterprise Rent A Car						\$120.37	



Receipts and Disbursements Echevarria Guardianship

10/31/07-10/31/08

	04/07/08	Dover Mgmt	8,900.00						
159	04/08/08	Angel Echevarria Misc Exp							\$300.00
160	04/08/08	Angel Echevarria Jean's Meds						\$212.00	
161	04/09/08	City of Henderson				\$115.88			
162	04/09/08	SW Gas				\$97.42			
163	04/09/08	Sprint				\$836.90			
164	04/09/08	TSI Alarm Service			\$90.00				
165	04/09/08	LV Review Journal							\$58.50
166	04/09/08	Bermuda Landscape & Maint			\$125.00				
167	04/10/08	Pool Pros			\$195.00				
168	04/10/08	Anthem HOA			\$468.00				
169	04/10/08	Cox				\$388.25			
170	04/15/08	Angel Echevarria							\$200.00
171	04/23/08	Storage One							\$160.00
	05/05/08	Dover Mgmt	8,900.00						
172	05/06/08	Countrywide			\$4,590.32				
173	05/07/08	Sam's Club Membership							\$40.00
174	05/07/08	Desert Pediatrics- Anthony							\$93.38
175	05/07/08	Sprint				\$358.67			
176	05/07/08	Republic Services				\$38.04			
177	05/07/08	City of Henderson				\$158.81			
178	05/07/08	Arrowhead				\$35.95			
179	05/08/08	Angel Echevarria Jean's Meds							\$152.00
180	05/15/08	Angel Echevarria Misc Exp							\$200.00
181	05/15/08	Orkin Pest Control				\$42.40			
182	05/15/08	Arrowhead				\$71.90			
183	05/15/08	SW Gas				\$77.92			
184	05/15/08	NV Power				\$252.12			
185	05/20/08	Storage One							\$160.00
186	05/20/08	Terry Miller A/C Repair			\$295.50				
187	05/30/08	Countrywide			\$4,590.32				
188	05/28/08	Angel Echevarria Misc Exp							\$200.00
	06/03/08	Dover Mgmt	8,900.00						
189	06/04/08	Costco Membership							\$50.00
190	06/04/08	Pool Pros			\$444.00				
191	06/04/08	Bermuda Landscape & Maint			\$125.00				
192	06/04/08	Reader's Digest							\$27.96



~~10/31/07-10/31/08~~



Receipts and Disbursements Echevarria Guardianship

10/31/07-10/31/08

227	07/21/08	Cox							
228	07/21/08	Arrowhead			\$36.83				
229	07/28/08	Appellate Court Cost Ctr. TN						\$327.00	
230	07/28/08	Bermuda Landscape & Maint		\$125.00					
231	07/28/08	Angel Echevarria Misc Exp						\$200.00	
232	07/29/08	City of Henderson			\$25.31				
233	07/29/08	Allstate Auto Insurance				\$258.16			
234	07/29/08	Sands of Kahana - Time Share						\$180.90	
	07/30/08	Dover Mgmt	8,900.00						
235	08/11/08	Angel Echevarria Jean's Meds					\$200.00		
236	08/12/08	Pool Pros		\$649.00					
237	08/12/08	Angel Echevarria Misc Exp						\$100.00	
238	08/12/08	Sprint			\$334.61				
239	08/12/08	AT&T			\$42.78				
240	08/12/08	Orkin Pest Control			\$42.40				
241	08/20/08	SW Gas			\$67.40				
242	08/20/08	Republic Services			\$38.82				
243	08/20/08	NV Power			\$553.42				
244	08/20/08	Storage One						\$160.00	
245	08/20/08	Arrowhead			\$43.70				
246	08/20/08	Cox			\$149.24				
247	08/20/08	Bermuda Landscape & Maint		\$250.00					
248	08/20/08	Countrywide		\$4,590.85					
249	08/28/08	PEA Fees							\$1,000.00
250	08/28/08	Bob Spease						\$1,000.00	
	09/04/08	Harland Check Printing						\$37.30	
251	09/05/08	Chancery Ct of TN						\$1,421.50	
252	09/06/08	Angel Echevarria Jean's Meds					\$200.00		
	09/06/08	Angel Echevarria Misc Exp						\$100.00	
	09/06/08	Dover Mgmt	8,900.00						
253	09/12/08	SWG Gas			\$97.64				
254	09/12/08	City of Henderson			\$209.63				
255	09/12/08	Allstate Auto Insurance				\$459.33			
256	09/12/08	AT&T			\$87.72				
257	09/12/08	Sprint			\$362.05				
258	09/16/08	PEA Fees						\$1,000.00	
259	09/16/08	Trent Tyrell & Phillips						\$500.00	



Receipts and Disbursements

1372

EXHIBIT "2"



P.O. Box 30785
Las Vegas, NV 89173-0785
(702) 876-9660 ext. 108
Fax (702) 876-3781
rlansara@aol.com

Echevarria Guardianship
As of 10-31-08

September – December 2007 Time Billing	\$5,274.75
January – October 2008 Time Billing	\$4,611.75
	\$9,886.50
 Amount Paid	 \$2,000.00
Amount Due	\$7,886.50



P.O. Box 30785
Las Vegas, NV 89173

Time Sheet for Echevarria Guardianship
From October thru December 31, 2007

Date	Description	Hours
10/16/07	Called Angel Echevarria, Doug Steinreide, and Elyse Tyrell to discuss the Guardianship, the building, and setting up a meeting with Angel.	.65
10/17/07	Met with Angel at the home in Anthem.	1.5
10/18/07	Created files and started organizing the work. Spoke with Doug Steinreide about information needed to get me up to speed on the building.	.5
10/22/07	Follow up call with Doug regarding the documents he sent.	.4
10/23/07	Spoke with Angel and Doug. Talked with 3 creditors. Mailed letters to creditors. Did change of address. Went to bank. Talked with Realtor about values, marketing, timing, etc.	2.1
10/24/07	Returned to bank to complete process. Spoke with Amy Gallup about 1031 rules and regulations. Spoke with Doug about the interim plan for distributions, building expenses, 1031 issues, and the prospects for tenant stability.	.9
10/30/07	Went over the comps on the home. Spoke with Doug by phone regarding Applera and the risk of losing them as a tenant in Foster City.	.3
10/31/07	Spoke with Ellen Fahr, Realtor, about the plan.	.2
11/01/07	Spoke with Mike Echevarria about liens, his plan, and his Mom.	.2
11/02/07	Conference call with Angie, Grace, Doug, and me regarding the building and a plan of action. Agreed to spend a day together in Foster City. Made bank deposit, paid bills, calls to creditors, and spoke with Elyse Tyrell.	2.3

11/04/07	Read through all of the data sent by Doug. Spoke with Doug about questions regarding deferred maintenance, depreciation, basis, contingency fund, taxes, and our meeting.	1.2
11/07/07	Met with Realtor at home to do survey and decide what needs to be done to prepare for market. Met with Angel afterward. Called Elyse to discuss credit issues where Angel and her Mother, Jean, are intertwined.	1.75
11/08/07	Spoke with Angel and made a plan to have landscape primped, have windows professionally cleaned, have carpet shampoo done, fix carpet drop off in great room, install carpet in dining room, have cabinet door in casita fixed, and get the home cleaned in a general way.	.3
11/12/07	Spoke with two creditors. Paid bills.	.2
11/14/07	Spoke with Angie, Mike, Angel, two of the vendors who are doing work at the home, and prepared an aged accounts payable list.	.8
11/15/07	Flew to San Jose to do a site visit and meet with Angie, Grace, and Doug. Also met with the Realtor and his leasing person as well as one of the attorneys.	1 day 8 hrs.
11/17/07	Review docs received in California. Paid bills, calls with creditors.	.65
11/19/07	Call with Angel, Doug, and Elyse. Went to bank. Spoke at length with attorney Vandever in Tennessee regarding the case, an appeal, and the outstanding amount owed to his firm by Jean.	1.3
11/20/07	Research done on New York Life insurance policies.	.6
11/24/07	Call with Amy regarding taxes and tax planning. Called Angel for tax returns. Paid bills.	.35
11/26/07	Dealt with creditors.	.2
12/10/07	Call with Doug regarding plan for meeting with Mr. Wong. Discussed different scenarios.	.75
12/11/07	Spoke with Angel regarding meds, phone bill, power bill, and repairs.	.2
12/13/07	Met with Amy Gallup regarding tax preparation for Jean.	.25
12/20/07	Spoke with Doug, Consolidated Resorts (time share arrearages), New York Life, Angel regarding tax returns and carpet repair, paid bills, and called phone company.	1.6
12/21/07	Spoke with both Angie and Grace regarding various issues.	.3

	TOTAL	27.05
	27.05 Hours x \$195.00 Per Hour = \$5,274.75	



P.O. Box 30785
Las Vegas, NV 89173

Time Sheet for Echevarria Guardianship
January 1, 2008 thru October 31, 2008

Date	Description	Hours
1/04/08	Paid bills, called AT&T and Sprint	1.2
1/07/08	Call to Realtor and Angel & banking	.4
1/11/08	Took call from credit card creditor	.2
1/23/08	Call to Realtor regarding showing	.1
2/08/08	Paid bills & banking	.85
2/11/08	Met with Elizabeth Brickfield and Angel, investigated lien against home with County Recorder's office, paid rest of bills	1.9
2/13/08	Met with CPA regarding taxes	.5
2/21/08	Call with 3 creditors and pay bill	.25
2/27/08	Court appearance & meeting	.9
3/07/08	Paid bills & banking	.3
3/12/08	Paid bills and called Doug Steinreide regarding Applera	.35
3/13/08	Call with Mansfield	.2
3/24/08	CPA meeting	.25
3/25/08	Paid bills, assisted Angel with auto, CPA call	.4
3/27/08	Paid bills	.2
4/03/08	Paid bills	.4
4/08/08	Banking	.2
4/10/08	Paid bills	.1
4/25/08	Paid bills	.2
5/07/08	Paid bills & banking	.8
5/15/08	Paid bills	.2
5/26/08	Call with Tennessee attorney and with Elyse	.4
6/04/08	Paid bills & banking	.75
6/20/08	Review court docs & call with Doug Steinreide	.8
6/25/08	Court appearance and call with creditor	2.1
6/27/08	Paid bills	.3
7/10/08	Paid bills, called Steinreide, banking, and creditor call	1.1

7/21/08	Paid bills	.35
7/29/08	Paid bills	.25
7/27/08	Call with Michael regarding lien and debt	.6
8/12/08	Bill pay & banking	.6
8/14/08	Realtor meeting and call with CPA	.3
8/15/08	Home visit with Angel	.95
8/20/08	Bill pay	.25
8/21/08	Call with Doug Steinreide and review the building financial results	.6
8/22/08	Call with Mike E. regarding status of Guardianship and legal	.25
9/11/08	Budget and emails	.3
9/12/08	Paid bills	.45
9/13/08	Calls with Mike E. and Elyse	.3
9/16/08	Paid bills	.2
9/17/08	Call with Linda at Realty Executives	.1
9/18/08	Met with Linda and listed home	.6
9/30/08	Calls with Grace and Doug, paid bills	.4
10/10/08	Paid bills and banking	.75
10/08/08	Calls with Doug Steinreide and CPA in California	.3
10/09/08	Creditor call and call with Doug Steinreide	.25
10/15/08	Reviewed and signed tax return	.3
10/27/08	Paid bills	.2
		23.65

Total hours for 10 month period ended 10/31/08 is 23.65 @ \$ 195.00 =
\$4,611.75

EXHIBIT "3"

**PLEADING
CONTINUES
IN NEXT
VOLUME**

IN THE SUPREME COURT OF THE STATE OF NEVADA

In the Matter of: THE GUARDIANSHIP
OF THE PERSON AND ESTATE OF
JEAN RUTH ECHEVARRIA, AN ADULT
WARD,

Case No: G027262
SC Case No: 65598

MICHAEL A. ECHEVARRIA,
Appellant

vs.
ROBERT L. ANSARA; AND ANGEL
ECHEVARRIA,
Respondents,

RECORD ON APPEAL VOLUME 5

ATTORNEY FOR APPELLANT
MICHAEL ECHEVARRIA,
PROPER PERSON
10632 PENROSE ST.
SUN VALLEY, CA 91352

ATTORNEY FOR RESPONDENT
ELYSE M. TYRELL, ESQ.
11920 SOUTHERN HIGHLANDS PKY.,
STE. 201
LAS VEGAS, NV 89141

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6	05/02/2008	PETITION	1224 - 1226
8	02/14/2014	PETITION BY LIONEL SAWYER & COLLINS FOR AN ORDER FOR DISTRIBUTION OF ESTATE FUNDS	1748 - 1754
6	09/21/2007	PETITION FOR APPOINTMENT OF TEMPORARY AND GENERAL GUARDIAN	1166 - 1171
1	12/01/2004	PETITION FOR APPOINTMENT OF TEMPORARY GUARDIANS OF ESTATE ONLY, PETITION FOR APPOINTMENT OF GENERAL GUARDIANS OF ESTATE ONLY	12 - 33
7	03/11/2009	PETITION FOR APPROVAL OF ANGEL ECHEVARRIA'S ATTORNEYS FEES AND COSTS	1398 - 1428
3	04/06/2007	PETITION FOR APPROVAL OF ATTORNEYS FEES AND COSTS; PETITION FOR REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL, ESQ. AS GUARDIAN AD LITEM (CONTINUED)	681 - 690
4	04/06/2007	PETITION FOR APPROVAL OF ATTORNEYS FEES AND COSTS; PETITION FOR REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL, ESQ. AS GUARDIAN AD LITEM (CONTINUATION)	691 - 717
8	03/24/2014	PETITION FOR DISGORGEMENT OF FUNDS AND PRO RATA DISBURSEMENT	1782 - 1829
4	06/08/2007	PETITION FOR ENTRY OF JUDGMENT	782 - 791
8	07/31/2012	PETITION FOR INSTRUCTIONS	1618 - 1620
2	03/28/2005	PETITION FOR ORDER AUTHORIZING GUARDIAN TO BORROW FUNDS	413 - 415
6	06/12/2008	PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE	1260 - 1281
2	03/24/2005	PETITION FOR ORDER REQUIRING WARD'S GUARDIANSHIP ESTATE TO SATISFY FEES AND COSTS OF GUARDIAN AD LITEM	405 - 409
3	10/27/2005	PETITION FOR ORDER REQUIRING WARD'S TRUST TO	645 - 650

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<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER :</u>
		SATISFY ATTORNEY'S FEES AND COSTS OF GUARDIAN AD LITEM	
2	02/18/2005	PETITION FOR PAYMENT, REIMBURSEMENT AND/OR RESTITUTION AND ACCOUNTING PURSUANT TO NRS 159.305	313 - 397
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1	12/07/2004	RECEIPT OF COPY	109 - 109
6	08/27/2007	REPLY IN SUPPORT OF MOTION TO STAY ENFORCEMENT OF JUDGMENT AND EXPUNGE LIEN	1156 - 1163
7	03/31/2009	REPLY IN SUPPORT OF PETITION FOR APPROVAL OF ANGEL ECHEVARRIA'S ATTORNEYS FEES AND COSTS	1445 - 1450
6	06/20/2008	REPLY IN SUPPORT OF PETITION FOR ORDER INCREASING ALLOWANCE FOR WARDS HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE	1292 - 1300
3	06/21/2005	REPLY TO OPPOSITION TO MOTION TO STAY, DISMISS OR IN THE ALTERNATIVE CHANGE VENUE PENDING TENNESSEE MATTERS	583 - 613
6	08/07/2008	REPORT AND RECOMMENDATIONS	1347 - 1350
6	03/10/2008	REPORT OF GUARDIAN	1221 - 1221
8	12/06/2013	REPORT TO COURT REGARDING SALE OF WARD'S TRUST ASSET	1683 - 1698
4	06/13/2007	RESPONSE TO PETITION FOR ENTRY OF JUDGMENT AND PETITION TO ISSUE CITATIONS, SHOW CAUSE, REMOVAL OF GUARDIAN, ACCOUNT, TURN OVER PROPERTY, SURCHARGE, ETC.	792 - 907
7	02/16/2010	SECOND ACCOUNT AND REPORT OF GUARDIAN AND PETITION FOR PAYMENT OF FEES	1462 - 1495
8	01/10/2014	SIXTH ACCOUNT AND REPORT OF GUARDIAN AND PETITION FOR PAYMENT OF FEES	1707 - 1730
6	08/21/2007	STIPULATION AND ORDER	1153 - 1155
8	04/08/2014	STIPULATION AND ORDER	1834 - 1836

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1	12/28/2004	SUBPOENA DUCES TECUM	192 - 195
5	07/24/2007	SUPPLEMENT - "DECLARATION OF GARY VENDEVER" TO OBJECTION TO MICHAEL ECHEVARRIA'S PETITION TO ISSUE CITATIONS, SHOW CAUSE FOR REMOVAL OF GUARDIAN, ACCOUNT, TURN OVER PROPERTY, SURCHARGE, ETC. REPLY TO MICHAEL ECHEVARRIA'S OBJECTION TO ENTRY OF JUDGMENT	1054 - 1061
1	12/22/2004	SUPPLEMENT TO OPPOSITION TO APPOINTMENT OF MICHAEL A. ECHEVARRIA AND NEVADA CARE MANAGEMENT, INC. AS TEMPORARY GUARDIANS OF THE ESTATE OF JEAN RUTH ECHEVARRIA; PETITION FOR APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE PERSON OF JEAN RUTH ECHEVARRIA; OPPOSITION TO APPOINTMENT OF GUARDIAN OF THE ESTATE OR ALTERNATIVELY FOR THE APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE ESTATE; REQUEST FOR COURT ORDER ADOPTING FINDINGS OF ELYSE TYRELL	114 - 191
1	01/04/2005	SUPPLEMENT TO OPPOSITION TO APPOINTMENT OF MICHAEL A. ECHEVARRIA AND NEVADA CARE MANAGEMENT, INC. AS TEMPORARY GUARDIANS OF THE ESTATE OF JEAN RUTH ECHEVARRIA; PETITION FOR APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE PERSON OF JEAN RUTH ECHEVARRIA; OPPOSITION TO APPOINTMENT OF GUARDIAN OF THE ESTATE OR ALTERNATIVELY FOR THE APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE ESTATE; REQUEST FOR COURT ORDER ADOPTING FINDINGS OF ELYSE TYRELL	196 - 201
6	06/24/2008	SURREPLY TO JOINDER OF OPPOSITION TO PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE	1330 - 1345
6	10/04/2007	TEMPORARY LETTERS OF GUARDIANSHIP	1188 - 1189
7	12/13/2010	THIRD ACCOUNT AND REPORT OF GUARDIAN, PETITION FOR PAYMENT OF FEES AND PETITION TO ABANDON	1521 - 1562

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<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER :</u>
		REAL PROPERTY	
9	07/02/2014	TRANSCRIPT OF HEARING HELD ON DECEMBER 18, 2013	1858 - 1882
8	01/31/2013	WITHDRAWAL OF REQUEST FOR SPECIAL NOTICE	1654 - 1655

VERIFICATION AND CONSENT

ANGEL ECHEVARRIA, whose address is 12 Desert Highlands Drive, Henderson, NV 89052 declares under penalties of perjury of the State of Nevada:

That she is the Petitioner who makes the foregoing OBJECTION and REPLY ; that she has read said petition and knows the contents thereof, and that the same is true of her own knowledge except for those matters stated on information and belief, and that as to such matters she believes it to be true.

DATED this 25 day of June, 2007.

A handwritten signature in cursive script, appearing to read "Angel Echevarria", written over a horizontal line.

ANGEL ECHEVARRIA

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding documents entitled,
Angel Echevarria's "Objection to Michael Echevarria's Petition to Issue Citations, Show Cause for Removal of Guardian, Account, Turn over Property, Surcharge, Etc., Reply to Michael Echevarria's Objection to Entry of Judgment"
as filed in Family Court-District Court as Case number G 27262 in Department H

☒ Does not contain the social security number of any person.

- OR -

☐ Contains the social security number of a person as required by:

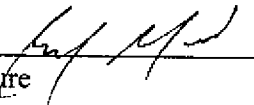
A. A specific state or federal law, to wit:

(State specific law)

- OR -

B. For the administration of a public program or for an application for a federal or state grant.

Signature



June 26, 2007

Date

ELIZABETH BRICKFIELD, ESO.

Print Name

Exhibit 1

Objection to Michael Echevarria's Petition to Issue Citations,
Show Cause for Removal of Guardian, Account, Turn over Property, Surcharge, Etc., and
Reply to Michael Echevarria's Objection to Entry of Judgment

Page 1

NOTICE OF APPEAL

FILED

Style: MICHAEL A. ECHEVARRIA

v.

THE MILL AT LEBANON, LLC and THE JEAN R. ECHEVARRIA TRUST
and JEAN ECHEVARRIA, Individually

Notice: Notice is hereby given that The Mill at Lebanon, LLC and The Jean R. Echevarria Trust
and Jean Echevarria, Individually (List Name(s) of all appealing party(ies) *Use

*Additional sheet if necessary**

appeals as follows:

Appeal to: ☐ Supreme Court ☐ Post-Conviction ☐ Parental Termination
☐ Worker's Comp Case ☐ Capital Case
☒ Court of Appeals ☐ Court of Criminal Appeals

Appealed from: ☐ Circuit ☒ Chancery ☐ Criminal (☐ Misdemeanor ☐ Felony)
☐ Juvenile ☐ Probate ☐ General Sessions ☐ Claims Commission

County: WILSON Trial Court No.: 05-040

Trial Judge: C.K. SMITH File Date of Judgment Appealed: 04/18/2007

Bond on appeal is: ☒ Filed (Copy Attached) ☐ Indigent ☐ Not required ☐ Cash bond

If not required, state reason: _____
(*Copy of Affidavit/Order of Indigency must be attached*)

Appellant(s)
[Party(ies) initiating the appeal]

Appellant: Jean Echevarria At trial: ☐ Plaintiff ☒ Defendant
Party's Address: 12 Desert Highland Drive, Henderson, Nevada 89052
Party's Telephone: 702-263-8736

** Attach an additional sheet for each additional Appellant **

Appellee(s)

Appellee: Michael A. Echevarria At trial: ☒ Plaintiff ☐ Defendant
Appellee's Address: c/o Brody Kane, 133 South College Street, Lebanon, TN 37087
Attorney's Name: Brody Kane BPR#: 17435
Attorney's Address: 133 South College Street, Lebanon, TN 37087 Phone: 615-444-8081

** Attach an additional sheet for each additional Appellee **

Attorney or Pro Se Party(ies):

GARY VANDEVER [Signature] 6695
Name (please print) Signature BPR Number
Address of Attorney or Pro Se Party: 501 PARK AVENUE, SUITE B
LEBANON, TN 37087

PDF date
6/12/07

Attach Certificate of Service - Tenn. R. App. P. 20

Page 2

NOTICE OF APPEAL
(CONTINUED)

Style: MICHAEL A. ECHEVARRIA

v.

THE MILL AT LEBANON, LLC and THE JEAN R. ECHEVARRIA TRUST
and JEAN ECHEVARRIA, individually

Appellant(s)

[party(ies) initiating the appeal]

Appellant: Jean Echevarria Trust

At trial:

Defendant

Party's Address: 12 Desert Highland Drive, Henderson, Nevada 89052

Appellant: The Mill at Lebanon, LLC

At trial:

Defendant

Party's Address: 12 Desert Highland Drive, Henderson, Nevada 89052

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been served upon :

Brody Kane


Attorney for Appellee

133 South College Street

Lebanon, TN 37087

[Insert Attorney's Name/Address and Indicate Attorney for Appellant or Appellee]

by placing the same, postage prepaid in the United States Mail on this the 11th day of May, 2007.



[Signature]

Gary Vandever

Attorney for Appellants
[Party's address]

PO Box 642
Lebanon, TN 37088-0642

[Indicate here if acting pro se]

“Declaration of Gary Vandever”
to be provided separately

Exhibit 2

Objection to Michael Echevarria's Petition to Issue Citations,
Show Cause for Removal of Guardian, Account, Turn over Property, Surcharge, Etc., and
Reply to Michael Echevarria's Objection to Entry of Judgment

Page 5

Exhibit 3

Objection to Michael Echevarria's Petition to Issue Citations,
Show Cause for Removal of Guardian, Account, Turn over Property, Surcharge, Etc., and
Reply to Michael Echevarria's Objection to Entry of Judgment

EJ-001

2007-077513

11:09am 05/18/07 AJ Fee: 19.00

Count of pages 2

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



* 2 0 0 7 0 0 7 7 5 1 3 A R *

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):

Recording requested by and return to:

Patricia Kennedy Fyfe SBN. 074413

Attorney at Law

400 Oyster Point Blvd., Suite 436

South San Francisco, CA 94080

Telephone: (650) 952-5205



ATTORNEY FOR



JUDGMENT CREDITOR



ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO

STREET ADDRESS: 400 County Center

MAILING ADDRESS: 400 County Center

CITY AND ZIP CODE: Redwood City, CA 94063-1655

BRANCH NAME:

PLAINTIFF: MICHAEL ECHEVARRIA

DEFENDANT: The Mill at Lebanon, LLC, The Jean R. Echevarria Trust and Jean Echevarria

CASE NUMBER

CIV 463092

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

☐ Amended

FOR COURT USE ONLY

21

1. The ☒ judgment creditor ☐ assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

The Mill at Lebanon, LLC
12 Desert Highland Drive
Henderson, NV 89052

b. Driver's license No. and state: N/A

c. Social security No.:

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):

☐ Unknown

☒ Unknown

2. ☒ Information on additional judgment debtors is shown on page 2.

3. Judgment creditor (name and address):

Michael Echevarria
120 Pana Drive
Hendersonville, TN 37075

Date: May 16, 2007

Patricia Kennedy Fyfe

(TYPE OR PRINT NAME)

4. ☐ Information on additional judgment creditors is shown on page 2.

5. ☐ Original abstract recorded in this county:

a. Date:

b. Instrument No.:

Patricia Kennedy Fyfe

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed: \$ 679,995.88

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): 1/02/2007

b. Renewal entered on (date):

9. ☐ This judgment is an installment judgment.

10. ☐ An ☐ execution lien ☐ attachment lien is endorsed on the judgment as follows:

a. Amount: \$

b. In favor of (name and address):

11. A stay of enforcement has

a. ☒ not been ordered by the court.

b. ☐ been ordered by the court effective until (date):

12. ☒ I certify that this is a true and correct abstract of the judgment entered in this action.

b. ☒ A certified copy of the judgment is attached.

(SEAL)



This abstract issued on (date):

MAY 18 2007

JOHN C. FITTON

by

Deputy

Form Adopted for Mandatory Use
Judicial Council of California
CJ-001 (Rev. January 1, 2006)

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

Page 1 of 2
Code of Civil Procedure, §§ 488.480,
674, 700.100

www.ecceslaw.com

Page 7

PLAINTIFF: MICHAEL ECHEVARRIA	CASE NUMBER:
DEFENDANT: THE MILL AT LEBANON, LLC, et al.	

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):
14. Judgment creditor (name and address):

15. ☐ Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address	17. Name and last known address
<div>The Jean R. Echevarria Trust 12 Desert Highland Drive Henderson, NV 89052</div>	<div></div>
Driver's license No. & state: Nevada <input checked="" type="checkbox"/> Unknown	Driver's license No. & state: <input type="checkbox"/> Unknown
Social security No.: 130-18-1084 <input type="checkbox"/> Unknown	Social security No.: <input type="checkbox"/> Unknown
Summons was personally served at or mailed to (address):	Summons was personally served at or mailed to (address):
18. Name and last known address	19. Name and last known address
<div>Jean R. Echevarria 12 Desert Highland Drive Henderson, NV 89052</div>	<div></div>
Driver's license No. & state: Nevada <input checked="" type="checkbox"/> Unknown	Driver's license No. & state: <input type="checkbox"/> Unknown
Social security No.: 130-18-1084 <input type="checkbox"/> Unknown	Social security No.: <input type="checkbox"/> Unknown
Summons was personally served at or mailed to (address):	Summons was personally served at or mailed to (address):
20. Name and last known address	21. Name and last known address
<div></div>	<div></div>
Driver's license No. & state: <input type="checkbox"/> Unknown	Driver's license No. & state: <input type="checkbox"/> Unknown
Social security No.: <input type="checkbox"/> Unknown	Social security No.: <input type="checkbox"/> Unknown
Summons was personally served at or mailed to (address):	Summons was personally served at or mailed to (address):

22. ☐ Continued on Attachment 22.

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):

Recording requested by and return to:

Patricia Kennedy Fyfe SBN. 074413
 Attorney at Law
 400 Oyster Point Blvd., Suite 436
 South San Francisco, CA 94080
 Telephone: (650) 952-5205

☒ ATTORNEY FOR ☒ JUDGMENT CREDITOR ☐ ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO

STREET ADDRESS: 400 County Center

MAILING ADDRESS: 400 County Center

CITY AND ZIP CODE: Redwood City, CA 94063-1655

BRANCH NAME:

PLAINTIFF: MICHAEL ECHEVARRIA

 DEFENDANT: ~~The Mill at Lebanon, LLC, The Jean R. Echevarria Trust~~
 and ~~Jean Echevarria~~
**ABSTRACT OF JUDGMENT—CIVIL
 AND SMALL CLAIMS**
☐ Amended

1. The ☒ judgment creditor ☐ assignee of record
 applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

✓ The Mill at Lebanon, LLC
 12 Desert Highland Drive
 Henderson, NV 89052

b. Driver's license No. and state: N/A

c. Social security No.:

 d. Summons or notice of entry of sister-state judgment was personally served or
 mailed to (name and address):
☐ Unknown☒ Unknown

2. ☒ Information on additional judgment
 debtors is shown on page 2.

3. Judgment creditor (name and address):

Michael Echevarria
 120 Pana Drive
 Hendersonville, TN 37075

Date: May 16, 2007

Patricia Kennedy Fyfe

(TYPE OR PRINT NAME)

4. ☐ Information on additional judgment
 creditors is shown on page 2.

5. ☐ Original abstract recorded in this county:

a. Date:

b. Instrument No.:



(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
 \$ 679,995.88

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): 1/02/2007

b. Renewal entered on (date):

9. ☐ This judgment is an installment judgment.

10. ☐ An ☐ execution lien ☐ attachment lien
 is endorsed on the judgment as follows:

a. Amount: \$

b. In favor of (name and address):

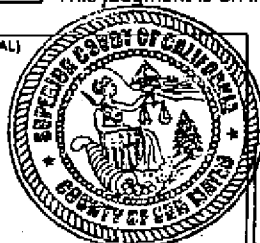
11. A stay of enforcement has

a. ☒ not been ordered by the court.
 b. ☐ been ordered by the court effective until
 (date):

12. ☒ I certify that this is a true and correct abstract of
 the judgment entered in this action.

b. ☐ A certified copy of the judgment is attached.

(SEAL)



This abstract issued on (date):

MAY 18 2007

 JOHN C. FITTON
 by

Deputy

Form Adopted for Mandatory Use
 Judicial Council of California
 EJ-001 (Rev. January 1, 2005)

**ABSTRACT OF JUDGMENT—CIVIL
 AND SMALL CLAIMS**

Page 1 of 2
 Code of Civil Procedure, §§ 488.480,
 674, 700.180

v.accesslaw.com

Page 9

2007-077513

11:09am 05/18/07 AJ Fee: 19.00

Count of pages 2

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



* 2 0 0 7 0 0 7 7 5 1 3 A R *

CASE NUMBER: CIV 463092

FOR COURT USE ONLY

21

PLAINTIFF: MICHAEL ECHEVARRIA	CASE NUMBER:
DEFENDANT: THE MILL AT LEBANON, LLC, et al.	

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):
14. Judgment creditor (name and address):

15. ☐ Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address	17. Name and last known address
<div>The Jean R. Echevarria Trust 12 Desert Highland Drive Henderson, NV 89052</div>	<div></div>
Driver's license No. & state: Nevada <input checked="" type="checkbox"/> Unknown	Driver's license No. & state: <input type="checkbox"/> Unknown
Social security No.: 130-18-1084 <input type="checkbox"/> Unknown	Social security No.: <input type="checkbox"/> Unknown
Summons was personally served at or mailed to (address):	Summons was personally served at or mailed to (address):
18. Name and last known address	19. Name and last known address
<div>Jean R. Echevarria 12 Desert Highland Drive Henderson, NV 89052</div>	<div></div>
Driver's license No. & state: Nevada <input checked="" type="checkbox"/> Unknown	Driver's license No. & state: <input type="checkbox"/> Unknown
Social security No.: 130-18-1084 <input type="checkbox"/> Unknown	Social security No.: <input type="checkbox"/> Unknown
Summons was personally served at or mailed to (address):	Summons was personally served at or mailed to (address):
20. Name and last known address	21. Name and last known address
<div></div>	<div></div>
Driver's license No. & state: <input type="checkbox"/> Unknown	Driver's license No. & state: <input type="checkbox"/> Unknown
Social security No.: <input type="checkbox"/> Unknown	Social security No.: <input type="checkbox"/> Unknown
Summons was personally served at or mailed to (address):	Summons was personally served at or mailed to (address):

22. ☐ Continued on Attachment 22.



Warren Slocum

Chief Elections Officer & Assessor-County Clerk-Recorder

555 County Center, First Floor
Redwood City, CA 94063-1665
web www.smcare.org

IMPORTANT NOTICE

PLEASE READ CAREFULLY

LIEN NOTICE

In compliance with the provisions of California Government Code section 27297.5 (concerning the recordation of liens affecting real property), we are notifying you that there has been recorded, in the official records of this county, a lien that may affect the title to real property that you own.

For your information and convenience, we have enclosed a copy of the original lien document which was recorded. All the information we have concerning this matter is contained in the enclosed document. The County Recorder cannot release this lien from the official record without a release of lien from the claimant.

IF YOU NEED ADDITIONAL INFORMATION PERTAINING TO THIS MATTER, PLEASE CONTACT THE AGENCY, PERSON, OR PERSON'S ATTORNEY CLAIMING THE LIEN AGAINST YOU.

Unfortunately, we cannot assist you in locating the person claiming this lien against you. You may also wish to contact your attorney.

Page 11

Assessor
phone 650.363.4500 fax 650.363.1903
email assessor@www.smcare.org

County Clerk
phone 650.363.4712 fax 650.363.4843
email clerk@www.smcare.org

Recorder
phone 650.363.4713 fax 650.599.7386
email recorder@www.smcare.org

Exhibit 4

Objection to Michael Echevarria's Petition to Issue Citations,
Show Cause for Removal of Guardian, Account, Turn over Property, Surcharge, Etc., and
Reply to Michael Echevarria's Objection to Entry of Judgment

Page 12

PARCEL NUMBER	TAX RATE AREA	VOLUME
094-011-210	20-003	Bill# 383621 119

LEGAL DESCRIP.
 PARCEL B 2.207 AC MOL PARCEL MAP VOL 61/
 64-65

SITUS:
 333 HATCH DR FOSTER CITY
 ECHEVARRIA ANGEL M & GRACE TRS
 ECHEVARRIA JEAN R
 10632 PENROSE ST
 SUN VALLEY, CA 91352-2013



ASSESSMENT INFORMATION	VALUES
Land	
Improvements	3,400,000
Fixtures	5,569,000
Personal Property	0
Full Cash	0
Exemption	8,969,000
Value After Exemption	0
	8,969,000

TAXING AGENCY	RATE	AMOUNT
GENERAL TAX RATE	1.0000	69690.00
SM FC EL BD REFUN	.0332	2977.71
SAN MATEO HIGH BD	.0156	1399.16
SM JR COLLEGE BD	.0184	1650.29
GENERAL TAX TOT	1.0672	95717.16
SMC Mosq Aband Dist	(650)344-8592	3.74
FedC&NPDES Storm Fee	(650)599-1417	53.56
SM FCSD 1991&2003 Ptax	(650)312-7777	160.76
Tax Payable		95935.22

PAID
 APR 05 2007

BY: 919

328

DATE: 2.5

Hatch:

1 DUE NOVEMBER 1, 2006 AFTER DECEMBER 10, 2006...ADD 10% PENALTY TO YOUR PAYMENT 47,967.61	2 DUE FEBRUARY 1, 2007 AFTER APRIL 10, 2007...ADD 10% PENALTY + \$40.00 COST TO YOUR PAYMENT 47,967.61
--	--

- * 65 or older & persons receiving S.S.I. for a disability, regardless of age, may qualify for a school parcel tax exemption on a primary residence in FY 2007-08. Contact the District Office at (650)312-7777 X-7936.
- * Pay Online at www.sanmatateacountytaxcollector.org

Detach this stub and return with your payment

WRITE YOUR PARCEL NUMBER
 ON YOUR CHECK AND USE
 AN ENCLOSED ENVELOPE

IF PROPERTY HAS BEEN SOLD
 PLEASE FORWARD THIS
 BILL TO THE NEW OWNER

PAYABLE IN U.S. FUNDS ONLY

SECOND INSTALLMENT PAYMENT
 CANNOT BE ACCEPTED UNLESS
 FIRST INSTALLMENT IS PAID

MARK YOUR CALENDAR -
 REMINDER NOTICES WILL BE MAILED!

PARCEL NUMBER
 094-011-210
 09/05/06

ASSESSED TO:
 ECHEVARRIA ANGEL M & GRACE TRS
 ECHEVARRIA JEAN R
 10632 PENROSE ST
 SUN VALLEY, CA 91352-2013

PAY	DUE FEB, 1, 2007	47,967.61
	\$	
	AFTER APRIL 10, 2007 ADD 10% PENALTY AND \$40.00 COST TO YOUR PAYMENT	
	TOTAL DELINQUENT INSTALLMENT DUE	

MAKE CHECKS
 PAYABLE
 AND
 MAIL TO:
 LEE BUFFINGTON, TAX COLLECTOR
 SAN MATEO COUNTY
 555 COUNTY CENTER, 1st floor
 REDWOOD CITY, CA 94063

RETURN WITH 2ND OR BOTH PAYMENT(S)

12119200638362109401121000002007041000004796761000052804377

Exhibit 5

Objection to Michael Echevarria's Petition to Issue Citations,
Show Cause for Removal of Guardian, Account, Turn over Property, Surcharge, Etc., and
Reply to Michael Echevarria's Objection to Entry of Judgment

NOTC

CARY COLT PAYNE, ESQ.

Nevada Bar #004357

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

(702) 383-9010

Attorney for Judgment Creditor,

MICHAEL ECHEVARRIA

DISTRICT COURT**CLARK COUNTY, NEVADA**

In the Matter of the Guardianship of the

Estate of JEAN RUTH ECHEVARRIA,

Adult Ward.

Case No.: G27262

Dept. No.: E

Date: N/A

Time: N/A

NOTICE OF LIEN AND JUDGMENT**TO: ALL INTERESTED PERSONS:**ANGEL L. ECHEVARRIA, as Guardian, Attorney in Fact, and
As Trustee of the JEAN RUTH ECHEVARRIA Estate;


ZARLING REALTY, INC.; and

DONNA HAKAKIDAS.

PLEASE TAKE NOTICE that a Lien and Judgment (Exhibit "A") has been entered, by MICHAEL ECHEVARRIA against the Ward/Settlor, Trust, etc. or the property of the ward, etc. herein attaching the interests in certain real property identified herein below.

FILED

MAY 16 9 33 AM '07


 CLERK OF THE COURT



1 The said property affected by this action are situated in the County of
2 Clark, State of Nevada, and more commonly known as, 12 Desert Highlands
3 Drive, Henderson, Nevada, legally described as:

4
5 Lot Thirty-Seven (37) in Block One (1) of FINAL MAP OF
6 ANTHEM COUNTRY CLUB PARCE 5, as shown by map
7 thereof on file in Book 88 of Plats, page 33 in the office of
8 the County Recorder Clark County, Nevada.

9 APN 190-06-717-005

10 DATED this 15 day of May, 2007.

11 CARY COLT PAYNE, CHTD.

12

13 CARY C. PAYNE, ESQ.

14 Nevada Bar #004357

15 700 South Eighth Street

16 Las Vegas, Nevada 89101

17 (702) 383-9010

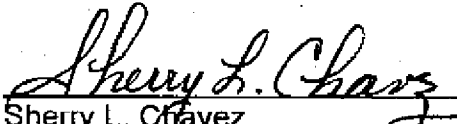
18 Attorney for Judgment Creditor,
19 MICHAEL ECHEVARRIA

**CERTIFICATE OF MAILING**

The undersigned employee of CARY COLT PAYNE, CHTD., hereby certifies that on the 16th day of May, 2007, a copy of the foregoing **NOTICE OF LIEN AND JUDGMENT** was served, by placing a copy in an envelope, postage fully prepaid, in the U.S. Mail, at Las Vegas, Nevada, said envelope addressed to:

Elyse M. Tyrell, Esq.
TRENT & ASSOCIATES
8367 West Flamingo, #100
Las Vegas, Nevada 89147

Elizabeth Brickfield, Esq.
LIONEL SAWYER & COLLINS
300 South Fourth Street, #1700
Las Vegas, Nevada 89128


Sherry L. Chavez
An employee of Cary Colt Payne, Chtd.

CLEARING COURT

MAY 16 9 37 AM '07

CERTIFICATE
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON

EXHIBIT "A"

Page 18

DEC 20 2006

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE
AT LEBANON

ENTERED
AT 10:27 AM
JAN 01 2007

MICHAEL A. ECHEVARRIA,
Plaintiff/Counter-Defendant

v.

CASE NO.: 05040

THE MILL AT LEBANON, LLC
Defendant/Counter-Plaintiff

NOTICE OF ENTRY ✓
REQUESTED

and

THE JEAN R. ECHEVARRIA TRUST
Defendant/Counter-Plaintiff

and

JEAN ECHEVARRIA, individually
Defendant/Counter-Plaintiff

ORDER

That this cause came on to be heard upon Michael Echevarria's (hereinafter referred to as "Plaintiff"), Complaint for Breach of Contract, Unjust Enrichment, Quantum Meruit and for Restoration and Possession of Personal Residence and Returning of Personal Items against The Mill at Lebanon, LLC's, The Jean Echevarria Trust, and Jean Echevarria, individually, (hereinafter referred to as "Defendants"), Counter-Complaint filed by Defendants against Plaintiff for Mismanagement, Gross Mismanagement, Misfeasance, Malfeasance, Non-feasance, Breach of Fiduciary Duty, Concealment and Conversion of Funds, and Plaintiff's Answer to Defendants' Counter-Complaint. The matter was heard in the Chancery Court of Wilson County, Tennessee, on November 27th, 28th, 29th, 30th, and December 1st, 2006. At the trial of this matter and based upon the statements of counsel, testimony of numerous witnesses, trial briefs filed by both parties, exhibits entered by both parties and the entire record, the Court finds that:

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That based upon all the proof presented, the Court made specific findings of fact

and conclusions of law which are attached hereto as *Exhibit A* and incorporated herein as if set forth in this Order verbatim.

2. That Plaintiff, Michael Echevarria, is awarded a judgment against the Defendants, The Mill at Lebanon, LLC, The Jean Echevarria Trust and Jean Echevarria, individually, for Eight Thousand (\$8,000.00) Dollars per month in reasonable compensation for his services for the benefit of Defendant from May 24, 2000 to January 25, 2005, with the judgment to draw ten percent (10%) interest from February 3, 2005. That the Court finds that, Plaintiff, Michael Echevarria, received compensation of Nineteen Thousand One Hundred Seventy-Nine Dollars and Forty-Seven Cents (\$19,179.47) from the National Bank of Commerce operating bank account and Eight Thousand Two Hundred Ninety-One Dollars and Eighty-Three Cents (\$8,291.83) from the use of the Discover card and these amounts shall be deducted from the judgment amount. The total judgment amount shall be Four Hundred Ninety-Six Thousand One Hundred Eighteen Dollars and Ninety-Four Cents (\$496,118.94) as total compensation and interest due through December 10, 2006. The interest accrual, thereafter, is \$114.68 per day.
3. That Plaintiff, Michael Echevarria, is awarded a base judgment against Defendants, The Mill at Lebanon, LLC, Jean Echevarria Trust and Jean Echevarria, Individually, in the amount of One Hundred Ten Thousand Four Hundred Nineteen Dollars and Sixty-six Cents (\$110,419.66) as repayment of the monies he loaned Defendants. Said judgment is to draw ten percent (10%) interest from March 3, 2002 for a total judgment, including interest, of One Hundred Sixty-Three Thousand One Hundred Forty-Eight Dollars and Eighty-Three Cents (\$163,148.83) through December 10, 2006. The interest accrual, thereafter, is \$30.25 per day.
4. That Plaintiff was not a tenant of Defendants but a trespasser after his discharge as President. That Defendants owed Plaintiff a duty as to the manner in which they handled his personal property. That Defendants acted indifferently as to the consequences of what happened to Plaintiff's property. That Plaintiff, Michael Echevarria, is awarded a base judgment against the Defendants, The Mill at

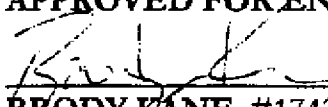
Lebanon, LLC, Jean Echevarria Trust and Jean Echevarria, Individually, in the amount of Seventeen Thousand Four Hundred Eighty-five (\$17,485.00) Dollars for his lost/damaged personal property. Said judgment is to draw ten percent (10%) interest from January 25, 2005, for a total judgment, including interest, of Twenty Thousand Seven Hundred Twenty-Eight Dollars and Eleven Cents (\$20,728.11) through December 10, 2006. The interest accrual, thereafter, is \$4.79 per day.

5. That the Court finds that as to Defendants' claims against Plaintiff of mismanagement, gross mismanagement, misfeasance, malfeasance, non-feasance, breach of fiduciary duty, concealment and conversion of funds in the sum of Two Million (\$2,000,000.00) Dollars, that there is no evidence at all in this Court that Plaintiff committed any of these acts and Defendants are not awarded any judgment against Plaintiff.
6. That Defendants are assessed the costs of this cause for which execution may issue.

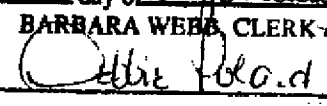
ENTERED this the 2nd day of January, 2007.
~~December, 2006.~~


C. K. SMITH, CHANCELLOR

APPROVED FOR ENTRY:


BRODY KANE, #17435
ANGEL KANE, #17434
Attorneys for Plaintiff
133 South College Street
Lebanon, Tennessee 37087
(615) 444-8081

STATE OF TENNESSEE, COUNTY OF WILSON
I hereby certify the foregoing to be a true and perfect copy of the original instrument on file in this case.

4th day of January, 2007
BARBARA WEBB, CLERK & MASTER
 D. C&M



CERTIFICATE OF SERVICE

I certify that on the date shown below I have given notice of appearance if required and have served a copy of the above Order on the opposing party by _____ Hand-delivery _____ Facsimile transmission to () - _____ and/or X Mailing a copy via United States Postal Service, postage prepaid, to:

Gary Vandever
Attorney at Law
P. O. Box 642
Lebanon, Tennessee 37088-0642

Brody Kane
BRODY KANE

2/20/00
DATE

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 10/18/00 BY 60322
CERTIFIED COPY THIS
DOCUMENT IS A TRUE AND
CORRECT COPY OF THE
ORIGINAL DOCUMENT

JUN 18 2000

RECORDED

Exhibit 6

Objection to Michael Echevarria's Petition to Issue Citations,
Show Cause for Removal of Guardian, Account, Turn over Property, Surcharge, Etc., and
Reply to Michael Echevarria's Objection to Entry of Judgment

Page 23

GENERAL INFORMATION	
PARCEL NO.	190-06-717-005
OWNER AND MAILING ADDRESS	ECHEVARRIA JEAN R TRUST ECHEVARRIA ANGELA L TRS 12 DESERT HIGHLANDS DR HENDERSON NV 89052-6520
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	12 DESERT HIGHLANDS DR HENDERSON
ASSESSOR DESCRIPTION	ANTHEM CNTRY CLUB PARCEL 5 PLAT BOOK 88 PAGE 33 LOT 37 BLOCK 1
RECORDED DOCUMENT NO.	* 20041222:01624
RECORDED DATE	12/22/2004
VESTING	NO STATUS

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	516
APPRAISAL YEAR	2006
FISCAL YEAR	07-08
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2006-07	2007-08
LAND	140000	165515
IMPROVEMENTS	145134	146227
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED	285134	311742
TAXABLE VALUE LAND+IMP	814669	890691

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.31 Acres
ORIGINAL CONST. YEAR	2001
LAST SALE PRICE MONTH/YEAR	553661 04/01
LAND USE	RESIDENTIAL SINGLE FAMILY
DWELLING UNITS	1

PRIMARY RESIDENTIAL STRUCTURE					
TOTAL LIVING SQ. FT.	3684	CARPORT SQ. FT.	0	ADDN/CONV	NONE
1ST FLOOR SQ. FT.	3037	STORIES	TWO STORY	POOL	YES
2ND FLOOR SQ. FT.	647	BEDROOMS	5	SPA	YES
BASEMENT SQ. FT.	0	BATHROOMS	4 FULL 1 HALF	TYPE OF CONSTRUCTION	FRAME STUCCO
GARAGE SQ. FT.	838	FIREPLACE	1	ROOF TYPE	CONCRETE TILE

Exhibit 7

Objection to Michael Echevarria's Petition to Issue Citations,
Show Cause for Removal of Guardian, Account, Turn over Property, Surcharge, Etc., and
Reply to Michael Echevarria's Objection to Entry of Judgment

Page 25

1 **ORDG**

2 **MARK A. SOLOMON, ESQ.**

3 Nevada State Bar No. 0418

4 **ELIZABETH BRICKFIELD, ESQ.**

5 Nevada State Bar No. 6236

6 **LIONEL SAWYER & COLLINS**

7 1700 Bank of America Plaza

8 300 South Fourth Street

9 Las Vegas, Nevada 89101

10 (702) 383-8888

11 Attorneys for Angel Echevarria

FILED

JAN 7 4 20 PM '05

Shirley J. [unclear]
CLERK

12 **DISTRICT COURT, FAMILY COURT**
13 **CLARK COUNTY, NEVADA**

14 In the Matter of the Guardianship of the)

Case No. G 27262

15 Estate of JEAN RUTH ECHEVARRIA,)

Dept. No. E

16 Adult Ward)

Date of Hearing: January 5, 2005

Time of Hearing: 9:00 a.m.

17 **ORDER APPOINTING ANGEL ECHEVARRIA AS GENERAL GUARDIAN OF THE**
18 **PERSON OF JEAN RUTH ECHEVARRIA AND SPECIAL GUARDIAN OF THE ESTATE**
19 **OF JEAN RUTH ECHEVARRIA; ORDER ASSUMING JURISDICTION OF THE JEAN**
20 **RUTH ECHEVARRIA TRUST; ORDER DIRECTING THE SALE OF AN ASSET OF THE**
21 **MILLS AT LEBANON, LLC; ORDER ASSESSING THE FEES OF ELYSE TYRELL, ESQ.;**
22 **ORDER APPOINTING ELYSE TYRELL AS GUARDIAN AD LITEM.**

23 The Petition of Michael Echevarria and Nevada Fiduciary Services to be appointed as
24 General Guardian of the Estate of Jean Ruth Echevarria and the Opposition of Angel Echevarria to
25 Michael Echevarria's Petition and her Counter-Petition to be Named Guardian or Alternatively to
26 dismiss the proceedings came before the Court.

27 Present at the hearing were JEAN RUTH ECHEVARRIA, ANGEL ECHEVARRIA, JEAN
28 RUTH ECHEVARRIA's daughter and her counsel of record, ELIZABETH BRICKFIELD, ESQ. of
the law firm of LIONEL SAWYER & COLLINS, KIM BOYER, ESQ. of the law firm of BOLICK
BOYER & GOODSSELL, on behalf of MICHAEL ECHEVARRIA and NEVADA FIDUCIARY

1 SERVICES, who were not present and ELYSE TYRELL, ESQ. of the law firm of PATRICIA
2 TRENT & ASSOCIATES, the investigator appointed by stipulation of the parties.

3 The Court, having considered the pleadings, heard the arguments of Counsel and having
4 interviewed JEAN RUTH ECHEVARRIA in camera made the following findings and orders.

5 The Court finds that JEAN RUTH ECHEVARRIA executed a valid estate plan, including
6 the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust, a Durable Power of Attorney, a Durable
7 Power of Attorney for Health Care and a Nomination of Guardian of her Person under her Last Will
8 and Testament.

9 The Court finds that JEAN RUTH ECHEVARRIA designated ANGEL ECHEVARRIA to
10 serve as Successor Trustee of the JEAN RUTH ECHEVARRIA TRUST; to serve as JEAN RUTH
11 ECHEVARRIA's agent for health care and all general purposes; to serve as Guardian of her Person
12 if necessary and that these designations are valid and in effect.

13 The Court finds that it has jurisdiction of the JEAN RUTH ECHEVARRIA TRUST as a
14 Nevada Trust and that ANGEL ECHEVARRIA is confirmed as successor trustee of the Trust:

15 The Court finds that one hundred percent of the membership interests of the Mill at Lebanon,
16 LLC is owned by the JEAN RUTH ECHEVARRIA TRUST;

17 The Court finds that JEAN RUTH ECHEVARRIA knows and understands the financial
18 conditions that make it in her best interest that the real property which is an asset of the Mills at
19 Lebanon, LLC be sold, as she has invested hundreds of thousands of dollars in the property; the
20 property is in poor condition and would require the replacement of the roof; the property is in
21 foreclosure and back taxes are owing;

22 The Court finds that it has general jurisdiction over the person of MICHAEL ECHEVARRIA
23 in that he submitted to this Court's jurisdiction by coming before this Court to seek his appointment
24

1 as Temporary and General Guardian of the Estate of JEAN RUTH ECHEVARRIA and placing the
2 issue of the sale of the real property owned by the Mills at Lebanon, LLC before this Court and that
3 any claims he is asserting against the Mills at Lebanon, LLC are claims that are properly before this
4 Court in this proceeding as one hundred percent of the membership interest in the Mills at Lebanon,
5 LLC is an asset of the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust;
6

7 The Court respectfully offers its suggestion to the Tennessee Court that in the name of
8 judicial economy and efficiency the Guardianship Court of the Eighth Judicial District Court, Clark
9 County, Nevada having all parties and the issues before it is the more appropriate forum for the
10 resolution of all issues relating to any claims being made by MICHAEL ECHEVARRIA that he has
11 an interest as a creditor of the Mills at Lebanon, LLC;
12

13 The Court respectfully notifies the Tennessee Court that the Guardianship Court of the Eighth
14 Judicial District Court, Clark County, Nevada is prepared to hold the proceeds from the sale of the
15 Mills at Lebanon, LLC real property in escrow pending resolution by the Guardianship Court of any
16 claims of MICHAEL ECHEVARRIA against such assets;
17

18 The Court finds that the privacy of JEAN RUTH ECHEVARRIA is to be respected and that
19 her financial affairs and estate planning documents are to remain protected and private;
20

21 The Court finds that pursuant to NRS 159.046(4) that MICHAEL ECHEVARRIA
22 unnecessarily or unreasonably caused the appointment of ELYSE TYRELL to investigate this matter
23 and is therefore liable for eighty-five percent of the expenses associated with the investigation.
24

25 GOOD CAUSE appearing;
26

27 IT IS HEREBY ORDERED that ANGEL ECHEVARRIA is appointed as Special Guardian
28 of the Estate of JEAN RUTH ECHEVARRIA with the authority to act in accordance with the
provisions of NRS 159.083 and to serve as such without bond;

1 IT IS FURTHER ORDERED that ANGEL ECHEVARRIA is appointed as General Guardian
2 of the Person of JEAN RUTH ECHEVARRIA;

3 IT IS FURTHER ORDERED that the Guardianship Court of the Eighth Judicial District
4 Court of the State of Nevada assumes jurisdiction over the Jean R. Echevarria Trust dated May 30,
5 2000, as a proceeding in rem;

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA
7 is confirmed as Trustee of the Jean R. Echevarria Trust dated May 30, 2000;

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the sale of the assets of
9 the Mills at Lebanon, LLC shall proceed as being in the Ward's best interests;

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA,
11 as successor trustee of the Jean R. Echevarria Trust shall execute all documents to complete the sale
12 of the real property held as an asset of the Mills at Lebanon, LLC;

13 IT IS FURTHER ORDERED ADJUDGED AND DECREED that Michael Echevarria shall
14 not interfere with the sale of the real property held as an asset of the Mills at Lebanon, LLC;

15 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ANGEL ECHEVARRIA
16 shall provide the Guardianship Court with a copy of all estate planning documents for JEAN
17 ECHEVARRIA and that such documents shall be reviewed by the Court in camera and kept
18 confidential;

19 IT IS FURTHER ORDERED ADJUDGED AND DECREED that any financial records,
20 documents, bank statements or copies of such obtained by MICHAEL ECHEVARRIA through
21 subpeona duces tecum or other discovery method shall be deemed subject to a protective order and
22 the discovery shall not be had by him or his counsel. If any such documents have been provided to
23 MICHAEL ECHEVARRIA or his counsel such documents and any copies shall be turned over to
24
25
26
27
28

1 ELIZABETH BRICKFIELD, ESQ. and shall not be released to MICHAEL ECHEVARRIA;

2 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ELYSE TYRELL, ESQ.
3 shall be appointed as Guardian ad Litem in this matter;

4 IT IS FURTHER ORDERED ADJUDGED AND DECREED that eighty five percent of the
5 fees attributable to the services of ELYSE TYRELL, ESQ. as investigator in this matter shall be
6 paid by MICHAEL ECHEVARRIA and fifteen percent of the fees shall be paid from the assets of
7 JEAN RUTH ECHEVARRIA; and

8
9 IT IS FURTHER ORDERED ADJUDGED AND DECREED that MICHAEL
10 ECHEVARRIA take no action or make any request to any Court, including the Chancery Court of
11 Wilson County, Tennessee at Lebanon in Civil Action No.:04-418, known as Michael A.
12 Echevarria, Plaintiff v. The Mills at Lebanon, LLC, to prevent or stay the payment of the proceeds
13 of such sale to any person, Court or entity other than Angel Echevarria, successor trustee of the Jean
14 R. Echevarria Trust dated May 30, 2000.

15
16 Dated this 1 day of January, 2005.

17
18 
DISTRICT COURT JUDGE

19 For STEVEN E. JONES

20 Submitted by:

21 LIONEL SAWYER & COLLINS

22 By Mark A. Solomon
23 MARK A. SOLOMON, ESQ.
24 ELIZABETH BRICKFIELD, ESQ.
25 300 South Fourth Street
26 Las Vegas, Nevada 89101
27 Attorneys for Angel Echevarria
28

Exhibit 8

Objection to Michael Echevarria's Petition to Issue Citations,
Show Cause for Removal of Guardian, Account, Turn over Property, Surcharge, Etc., and
Reply to Michael Echevarria's Objection to Entry of Judgment

Prepared By:
Jeffrey L. Burr & Associates
4455 S. Pecos
Las Vegas, Nevada 89121

When Recorded, Mail to:
Jeffrey L. Burr & Associates
4455 S. Pecos
Las Vegas, Nevada 89121

AFFIDAVIT OF SUCCESSOR TRUSTEE

STATE OF NEVADA)
) SS:
COUNTY OF CLARK)

ANGEL L. ECHEVARRIA, being first duly sworn, deposes and says as follows:

1. That JEAN R. ECHEVARRIA created the "JEAN R. ECHEVARRIA TRUST" dated May 30, 2000, and amended on June 14, 2001, wherein JEAN R. ECHEVARRIA was designated as the original Trustor of the trust.
2. That on November 11, 2004, JEAN R. ECHEVARRIA was deemed legally incapacitated by two licensed physicians. Copies of the Physician's certifications of incapacity are attached hereto as Exhibits "1" and "2".
3. That JOSEPH "RENT" MARTINEZ. is named in the trust instrument to act as the Successor Trustee of the Trust. JOSEPH "RENT" MARTINEZ has declined to serve as Successor Trustee, and has signed a Declination which is attached hereto as Exhibit "3".
4. That ANGEL L. ECHEVARRIA hereby files this Affidavit and accepts the office of the Successor Trustee of the "JEAN R. ECHEVARRIA TRUST" dated May 30, 2000.

5. No real property was conveyed to the "JEAN R. ECHEVARRIA TRUST" dated May 30, 2000.

Dated: 11-30-04

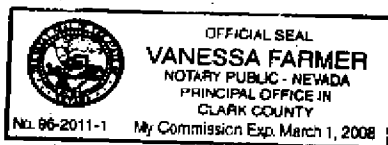


ANGEL L. ECHEVARRIA, Successor Trustee

SUBSCRIBED and SWORN to before me
this 30 day of November, 2004.



NOTARY PUBLIC



DECLINATION OF SUCCESSOR TRUSTEE

The undersigned, having been designated to serve as a Successor Trustee of the "JEAN R. ECHEVARRIA TRUST" dated May 30, 2000, hereby declines to serve as a Successor Trustee of the "JEAN R. ECHEVARRIA TRUST ", dated May 30, 2000.

DATED: November 28, 2004


JOSEPH "BEN" MARTINEZ
ANTONIO

NEVADA NEUROLOGICAL CONSULTANTS, LTD.

880 Seven Hills Drive, Suite 200

Henderson, NV 89052

(702) 731-9110

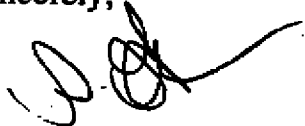
November 11, 2004

RE: PATIENT: ECHEVARRIA, JEAN

To Whom It May Concern:

Jean Echevarria is my patient. She has dementia. I have not seen her in some time but at today's visit it was apparent that Jean's condition is worsening. She has dementia, and she may have Alzheimer's disease. Her Mini-mental status exam shows some worsening. At today's visit, her score is 24 out of 30. At the present time, given her worsening memory and cognition I have suggested to Jean and her family that she have someone appointed to handle her personal affairs with respect to power of attorney. She clearly needs someone to assist her in handling her affairs. As I understand it, she has fairly complex financial affairs. I do not believe with her memory as impaired as it is that she can reliably handle any complex financial issues. Someone is going to need to take over the management of her financial affairs, and I would advocate that someone be appointed to handle her interests. Should there be further questions, please contact me.

Sincerely,



Steven A. Glyman, M.D.

SAG/cfb

#12046

Lawrence M. Allen, M.D.
Edward C. Barrera, M.D.
Debra Baylor, M.D.
Victor J. Bonuel, M.D.
Dina S. Burke, M.D.
Howard Coker, M.D.
Michelle Conger, D.O.
Joseph A. DeBellis, M.D.

Diagnostic Center of Medicine

Daryl G. Ficklin, D.
Jennifer Leopold, M.
Carolyn J. McKelvie, M.
Russell N. Neibaur, M.
Carmelo V. Dillera, M.
William J. Schofield, Jr., M.
Ashish Sharma, M.
Mervyn D. Willard, M.

November 17, 2004

To Whom It May Concern:

RE: JEAN ECHEVARRIA

The patient is a 76-year-old white female, with a diagnosis of Alzheimer's dementia. She has been followed by neurology who has been prescribing her medications for dementia.

Unfortunately, over the past several months, her mental status has been in the decline, and she is being constantly monitored by her relatives. It would seem prudent at this time that a guardian be assigned to this patient to help make medical and financial decisions.

Sincerely,


Daryl Ficklin, D.O.

DF/cfb

GOLDRING
Golding Medical Plaza
2010 Goldring Ave., Ste. 100
Las Vegas, Nevada 89106
(702) 366-0640

GREEN VALLEY
861 Coronado Center Drive
Suite 100
Henderson, Nevada 89052
(702) 454-1322

SPRING VALLEY
5380 S. Rainbow Blvd.
Suite 120
Las Vegas, Nevada 89118
(702) 233-3444

ADMINISTRATIVE OFFICE
1640 Alta Drive
Suite 2
Las Vegas, Nevada 89106
(702) 596-2088

Exhibit 9

Objection to Michael Echevarria's Petition to Issue Citations,
Show Cause for Removal of Guardian, Account, Turn over Property, Surcharge, Etc., and
Reply to Michael Echevarria's Objection to Entry of Judgment

IN THE CHANCERY COURT
OF WILSON COUNTY, TENNESSEE
AT Lebanon

MICHAEL A. ECHEVARRIA,

Plaintiff,

Civil Action
No. 05-040

Vs

Defendant,

AND

THE JEAN RUTH ECHEVARRIA TRUST,

Defendant,

AND

JEAN ECHEVARRIA, Individually,

Defendant.

DEPOSITION OF
ANGEL ECHEVARRIA
DECEMBER 20, 2005

Teresa D. Hatcher
Wilson County Court Reporting
1635 Colles Ferry Pike
Lebanon, Tennessee 37087

INDEX

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6	EXHIBITS	
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10	Exhibit #5 -- Late-filed -- Copies of correspondence from Mr. Bagrai regarding the Mill or Bank of Nashville	67
12	Exhibit #6 -- Late-filed -- Amount paid to Mr. Asfeghian each month	84
14	Exhibit #7 -- Late-filed -- Amanda Echevarria's address	89
15	Exhibit #8 -- Late-filed -- Line of credit loan history from the Wells Fargo account	96
17	Exhibit #9 -- Late-filed -- Copy of the Jean Echevarria Trust listing beneficiaries	105
19	Exhibit #10 -- Late-filed -- Report from Mr. Williams on the computers	132
21	Exhibit #11 -- Late-filed -- Copies of closing documents from the Jerry Drive residence	137
23	Exhibit #12 -- Late-filed -- Copies of Ms. Echevarria's individual tax returns from 2000	142

APPEARANCES

For the Plaintiff:

Mr. Brock Kane
Ms. Angel Kane
133 South College Street
Lebanon, Tennessee 37087

For the Defendants:

Mr. Gary Vandever
501 Park Avenue, Suite B
Lebanon, Tennessee 37087

EXHIBITS (CONT)

3	Exhibit #13 -- Late-filed -- Copies of bank statements for the trust since 2000	142
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11	Exhibit #17 -- Late-filed -- Copies of any check stubs not provided from NCC and Bank of Nashville	168
13	Exhibit #18 -- Late-filed -- Unopened mail (three or four boxes)	197
15	Exhibit #19 -- Copy of Mr. Vandever's trust records for the Mill	198
16	Exhibit #20 -- Copy of check stubs for the Mill account from Mr. Vandever	198
17	Exhibit #21 -- Copies of five invoices from C & H Enterprise, Inc.	199
19	Exhibit #22 -- Copies of letters to Mr. Harris, along with various leases	206
21	Exhibit #23 -- Late-filed -- Copies of reports, photographs or video tapes from private investigator	209
23	Exhibit #24 -- Late-filed -- Copies of notes from the Wells Fargo account from May, 2000	230

1 A. Country Wide.

2 Q. How much money, if you know, is
3 owed on the Wells Fargo line of credit?

4 A. Zero.

5 Q. Nothing owed?

6 A. No.

7 Q. When was it paid off?

8 A. I don't remember. But, I know I
9 recently called Wells Fargo. And, they were
10 going to fax over to Marc a history of that
11 loan.

12 Q. Marc who?

13 A. Asheghian.

14 MR. KANE: Can you get a copy
15 of that as a late-filed? It will be
16 Exhibit #8. Line of credit loan
17 history from Wells Fargo.

18 (Copy of line of credit
19 loan history from the
20 Wells Fargo account will
21 be provided as late-filed
22 Exhibit #8 for
23 identification.)

24 BY MR. KANE:

25 Q. Do you gamble, Ms. Echevarria?

1 A. Yes.
 2 Q. How frequently do you gamble?
 3 A. Now? Or, before?
 4 Q. Right now.
 5 A. Two, three times a month.
 6 Q. Where do you go?
 7 A. Sunset usually.
 8 Q. Sunset, is that a casino out there?
 9 A. Uh-huh.
 10 Q. When you go the two or three times
 11 a month, how much do you usually spend?
 12 A. It varies. It varies. I don't
 13 know.
 14 Q. Average month, how much do you lose
 15 in a month?
 16 A. Maybe about five hundred.
 17 Q. Each visit?
 18 A. No. You asked a month.
 19 Q. Well, that's now. What about
 20 before? How long have you been doing it two
 21 or three times a month?
 22 A. Probably in the past year.
 23 Q. What about before that?
 24 A. What is the question?
 25 Q. How often did you gamble for the

1 I had money. And, we would just give it to
 2 each other. I couldn't tell you how much.
 3 Q. So, you're the trustee over this
 4 lady. And, you don't know how much you
 5 would gamble per year? Couldn't even give
 6 me a figure?
 7 A. I wasn't the trustee then.
 8 Q. The year prior, say for the
 9 calendar year of 2004, you don't know how
 10 much you would gamble, how much you would
 11 lose. But, you were going four to five
 12 times a week?
 13 A. Correct.
 14 Q. Would you lose as much as 10,000 in
 15 a week?
 16 A. No.
 17 Q. Five thousand?
 18 A. I have no idea. Probably not
 19 because she didn't have the money.
 20 Q. What made you stop going four to
 21 five times a week and cut down to two to
 22 three times a month?
 23 A. Because the courts in Nevada.
 24 Again, it was a big issue with Mike.
 25 Q. You stopped due to the court

1 one year prior to the last year? Say, since
 2 December of '04, if I understand your
 3 testimony, approximately 500 a month is what
 4 you're losing in gambling a month.
 5 A. Uh-huh.
 6 Q. Going two to three times a month.
 7 A. Yeah.
 8 Q. Beginning in December of '04, going
 9 back to January of '04, how often did you
 10 gamble that year?
 11 A. About five times a week. Four
 12 times a week.
 13 Q. Where did you go?
 14 A. Usually Sunset, Glen Valley Ranch.
 15 Q. How much would you generally —
 16 A. I couldn't give you an estimate. I
 17 have no idea.
 18 Q. You have no idea what you were
 19 gambling four or five times per week?
 20 A. No. Because my mom and I would go
 21 together.
 22 Q. I'm talking about what you would
 23 gamble.
 24 A. My mom and I would just pool our
 25 money together. So, either she had money or

1 system? Or, slowed down due to the court
 2 system?
 3 A. No. I was just tired of the
 4 lawsuits. I figured I'd try to make Mike
 5 just ease up a little.
 6 Q. Do you think you have a gambling
 7 problem?
 8 A. No.
 9 Q. Do you think you had a gambling
 10 problem in 2004?
 11 A. No.
 12 Q. How often did you go in 2003?
 13 A. Probably the same.
 14 Q. Four to five times a week?
 15 A. Uh-huh, with my mom. My mom likes
 16 to gamble. And, that's all she has left,
 17 was to gamble.
 18 Q. You still take her; don't you?
 19 A. Yes, I do.
 20 Q. How often do you take her?
 21 A. She probably goes about two or
 22 three times a week.
 23 Q. Who takes her?
 24 A. I usually do.
 25 Q. You go with her, but you don't

1 gamble?

2 A. No. I sit in the car and I'll play
3 word search and I'll read a book.

4 Q. You play what?

5 A. Word Search. Those word search
6 things, or I'll read a book.

7 Q. You just send her in there by
8 herself?

9 A. No. I check up on her.

10 Q. You drive your mother with
11 Alzheimers to the casino; is that right?

12 A. Correct.

13 Q. You take her inside.

14 A. Yes.

15 Q. Then, you leave. Walk outside?

16 A. I sit in the parking lot, yes. She
17 has Alzheimers. She's not brain dead.

18 Q. And, you trust her to sit in those
19 casinos in her condition.

20 A. Absolutely. She has Alzheimers.
21 She's not brain dead.

22 Q. How long —

23 A. I just took her to the doctor.

24 And, out of 30 questions, she only got one

25 less, or two less, than she did two years

1 ago wrong.

2 Q. How long does she stay in there on
3 those two to three times per week?

4 A. About two hours.

5 Q. And, why do you stay outside?

6 A. Because the income is not real good
7 right now. And, that's my mom's money.

8 That's what she likes to do. And, that's
9 where I'll take her.

10 Q. Well, why don't you go in and sit
11 with her?

12 A. Because people don't like to watch
13 someone else gamble.

14 Q. Because you're afraid you're going
15 to —

16 A. No. She doesn't like people
17 sitting next to her watching her.

18 Q. What does she play?

19 A. Does Wild.

20 Q. Card game?

21 A. Yeah. Video poker.

22 Q. What do you play when you go?

23 A. What do I play? Keeno.

24 Q. Is that a card game?

25 A. Video Keeno. It's like Bingo.

1 REPORTER'S CERTIFICATION
2

3 I, Teresa D. Hatcher, Court Reporter,
4 do hereby certify: That I reported the
5 DEPOSITION OF MS. ECHEVARRIA in the matter
6 of: MICHAEL ECHEVARRIA VS THE MILL AT
7 LEBANON, LLC, JEAN ECHEVARRIA TRUST, JEAN
8 ECHEVARRIA INDIVIDUALLY, being File No.
9 05-040 on DECEMBER 20, 2005. It was reduced
10 to typewritten form, and the foregoing
11 transcript (pages 1-256) is a true and
12 accurate record of said proceedings to the
13 best of my skills and ability.

14 Further, that I am neither counsel for
15 nor related to any of the parties involved
16 therein, and I have no financial or
17 otherwise interest in the outcome of these
18 proceedings whatsoever.

19 This _____ day of _____, 2006
20
21

22
23 Teresa D. Hatcher
24 Court Reporter

25 My commission expires: March 9, 2008

Exhibit 10

Objection to Michael Echevarria's Petition to Issue Citations,
Show Cause for Removal of Guardian, Account, Turn over Property, Surcharge, Etc., and
Reply to Michael Echevarria's Objection to Entry of Judgment

IN THE CHANCERY COURT
OF WILSON COUNTY, TENNESSEE
AT LEBANON

MICHAEL A. ECHEVARRIA,
Plaintiff,
Vs
- Defendant,
AND
THE JEAN RUIH ECHEVARRIA TRUST,
Defendant,
AND
JEAN ECHEVARRIA, Individually,
Defendant.

DEPOSITION OF
ANGEL ECHEVARRIA
DECEMBER 21, 2005

Teresa D. Hatcher
Wilson County Court Reporting
1690 Coles Ferry Pike
Lebanon, Tennessee 37087

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APPEARANCES

For the Plaintiff:

Mr. Brady Kane
Vs. Angel Kane
133 South College Street
Lebanon, Tennessee 37087

For the Defendants:

Mr. Gary Vandever
501 Park Avenue, Suite B
Lebanon, Tennessee 37087

EXHIBITS (CONT)

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- 1 Q. Okay. On just some notes I had
 2 from yesterday's testimony. You had talked
 3 about the number of points you had on a
 4 card?
- 5 A. Yes.
- 6 Q. At the casino. And, I think you
 7 said 1.5 million; is that right?
- 8 A. That was the most I believe, yes.
- 9 Q. Okay. How do you get those points?
 10 Is it dollar per point? Spend a dollar, do
 11 you get one point?
- 12 A. Yeah. But, you could put in \$20
 13 and get 1000 points.
- 14 Q. Because you win or something? Is
 15 that how you would go from — Tell me how
 16 that works because I don't know.
- 17 A. Well, like say, video poker you'd
 18 play. And, you would push maximum bet, or
 19 whatever. And, it would be \$1.25. And, if
 20 you got jacks or better, or you know, three
 21 of a kind or does wild or something, it
 22 would give you the five credits back. But,
 23 yet it would still give you a point because
 24 you used that dollar.
- 25 Q. Okay. And, that was — Every

- 1 casino has its own cards; is that right?
- 2 A. Well, unless it's a group of
 3 casinos and they only have one card.
- 4 Q. So, when you had that one card that
 5 was for 1.5 million?
- 6 A. Yes.
- 7 Q. Which place was that again? Was
 8 that that Sunset —
- 9 A. Sunset — All Station casinos:
 10 Sunset, Green Valley Ranch, Boulder, Texas
 11 Palace.
- 12 Q. Did you have any other cards at the
 13 same time for other casinos with points on
 14 them?
- 15 A. Trial points, yeah. Because they
 16 give you a promotion if you sign up.
- 17 Q. So, this Sunset Station and all —
- 18 A. Properties.
- 19 A. — subsidiaries, that's where you
 20 frequent?
- 21 A. Yes.
- 22 Q. What about Rainbow Casino?
- 23 A. Rarely.
- 24 Q. Joker's Wild?
- 25 A. Rarely.

MR. ECHEVARRIA: No. Randy

Trammel said he made one. I heard him say he made it on the record.

MS. KANE: And, you don't have a copy?

MR. ECHEVARRIA: No. He said he made an inventory. I've never received a copy of that.

9 BY MS. KANE:

Q. And, do you have a copy of that?

A. No.

Q. You don't have a copy of it either?

A. No.

MR. KANE: What did Randy say he did with it?

MS. KANE: I thought he said he gave it —

MR. VANDEVER: That may be an exhibit in Caroline's case. I may have it. I want to say Carlton did one too.

MR. KANE: I know he was involved.

MR. VANDEVER: And may have filed it.

1 BY MS. KANE:

2 Q. You also testified about he had a
3 record of the rents and receipts. Was that
4 Mr. Vandever's trust account records?

5 A. Yes.

6 Q. Did it have like a separate record
7 that he provided y'all?

8 A. No.

9 MR. VANDEVER: So, #44 would
10 be any contract with Trammel. And,
11 #45 would be Trammel inventory?

12 MS. KANE: Okay.

13 (Copy of any inventory
14 record made by
15 Mr. Trammel will be
16 provided and marked as
17 late-filed Exhibit #45
18 for identification.)

19 MR. VANDEVER: Is that it?

20 MS. KANE: That's it.

21 FURTHER THE DEPONENT SAITH NO.

22 // // // // // // // // // //

3

24

25

REPORTER'S CERTIFICATE

1 I, Teresa D. Hatcher, Court Reporter,
2 do hereby certify: That I reported the
3 DEPOSITION OF MS. ECHEVARRIA in the matter
4 of: MICHAEL ECHEVARRIA VS THE MILL AT
5 IEBANON, LLC, JEAN ECHEVARRIA TRUST, JEAN
6 ECHEVARRIA INDIVIDUALLY, being File No.
7 05-040 on DECEMBER 21, 2005. It was reduced
8 to typewritten form, and the foregoing
9 transcript (pages 1-150) is a true and
10 accurate record of said proceedings to the
11 best of my skills and ability.

12 Further, that I am neither counsel for
13 nor related to any of the parties involved
14 therein, and I have no financial or
15 otherwise interest in the outcome of these
16 proceedings whatsoever.

17 This _____ day of _____, 2006

20

21

22

23

24

25 My commission expires: March 9, 2008

Teresa D. Hatcher
Court Reporter

Exhibit 11

Objection to Michael Echevarria's Petition to Issue Citations,
Show Cause for Removal of Guardian, Account, Turn over Property, Surcharge, Etc., and
Reply to Michael Echevarria's Objection to Entry of Judgment

Page 47

00733 11-24
Office AU # 1210(B)

CASHIER'S CHECK

Purchaser: JEAN R ECHEVERRIA TRUST
Purchaser Account: 3342089383
Operator ID: FENO2724 FENO2187

SERIAL #: 0073303562
ACCOUNT#: 4861.505451

PAY TO THE ORDER OF ***COUNTRYWIDE HOME LOANS***
****#083897819****

June 12, 2007

Twenty-one thousand six hundred forty-four dollars and 09 cents
\$21,644.09

WELLS FARGO BANK, N.A.
2331 ANTHEM VILLAGE DR
HENDERSON, NV 89052
FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER - IF THIS INSTRUMENT IS LOST,
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION
AND REISSUANCE AS A CONDITION TO CANCELLATION AND
REISSUANCE, WELLS FARGO BANK MAY IMPOSE A FEE AND
REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 21,644.09
NON-NEGOTIABLE

Purchaser Copy

F00044 5/10/07

Exhibit 12

Objection to Michael Echevarria's Petition to Issue Citations,
Show Cause for Removal of Guardian, Account, Turn over Property, Surcharge, Etc., and
Reply to Michael Echevarria's Objection to Entry of Judgment

10:19 PM

06/21/07

Accrual Basis

Jean Echevarria
Profit & Loss
 March through December 2006

Ordinary Income/Expense
Expense

Airline-Travel	2,772.39
Anthony	220.00
Automobile Expense	5,566.25
Contributions	903.00
Credit Cards	73,443.63
Doctors	987.42
Dues and Subscriptions	158.98
Education	190.80
Entertainment	5,055.25
Gifts	72.97
Groceries	8,913.90
Homeowners Dues	3,129.23
Household	2,620.54
Insurance	2,021.21
Interest Expense	
Loan Interest	476.80
Total Interest Expense	476.80
Landscape	3,594.00
Loans	15,747.68
Miscellaneous	669.85
Mortgage	11,906.89
Office Supplies	145.37
Outside Services	270.00
Personal Expenses	706.46
Pet	78.09
Pet Supplies	552.12
Pharmacy	2,339.43
Postage and Delivery	201.36
Professional Fees	
Accounting	8,500.00
Legal Fees	89,295.67
Professional Fees - Other	741.20
Total Professional Fees	98,536.87
Repairs	
Building Repairs	1,210.00
Computer Repairs	514.95
Repairs - Other	429.73
Total Repairs	2,154.68
Restaurants	1,892.70
Retail/Dept. Store	1,792.27
Storage	135.87
Taxes	
State	100.00
Total Taxes	100.00
Telephone	3,888.60
TN Expenses	400.00
Travel & Ent	
Entertainment	550.00
Meals	1,532.79
Travel	2,898.00
Travel & Ent - Other	1,580.25
Total Travel & Ent	6,561.04

10:19 PM

06/21/07

Accrual Basis

Jean Echevarria
Profit & Loss
March through December 2006

Utilities	
Gas and Electric	1,574.71
Water	780.23
Utilities - Other	473.65
Total Utilities	<u>2,828.59</u>
Total Expense	<u>261,034.24</u>
Net Ordinary Income	<u>-261,034.24</u>
Net Income	<u><u>-261,034.24</u></u>

10:09 PM
06/20/07
Accrual Basis

Jean Echevarria
Profit & Loss
January through May 2007

Ordinary Income/Expense	
Expense	
Airline-Travel	2,178.66
Anthony	326.75
Automobile Expense	2,432.91
Contributions	460.00
Credit Cards	2,000.00
Doctors	190.00
Dues and Subscriptions	104.00
Education	196.10
Entertainment	343.25
Groceries	2,710.62
Homeowners Dues	1,443.50
Household	1,803.12
Insurance	1,279.40
Interest Expense	
Loan Interest	119.20
Total Interest Expense	119.20
Licenses and Permits	101.00
Loans	4,753.55
Miscellaneous	51.80
Mortgage	8,544.80
Office Supplies	63.83
Personal Expenses	274.78
Pet Supplies	247.76
Pharmacy	1,796.21
Postage and Delivery	62.53
Professional Fees	
Legal Fees	804.50
Total Professional Fees	804.50
Repairs	
Building Repairs	108.67
Computer Repairs	149.38
Repairs - Other	440.47
Total Repairs	698.52
Restaurants	1,536.49
Retail/Dept. Store	979.61
Storage	507.00
Telephone	2,035.74
Travel & Ent	
Meals	56.06
Travel	317.34
Travel & Ent - Other	773.30
Total Travel & Ent	1,146.70
Utilities	
Gas and Electric	1,498.86
Water	553.78
Total Utilities	2,052.64
Total Expense	41,044.97
Net Ordinary Income	-41,044.97
Net Income	-41,044.97

Exhibit 13

Objection to Michael Echevarria's Petition to Issue Citations,
Show Cause for Removal of Guardian, Account, Turn over Property, Surcharge, Etc., and
Reply to Michael Echevarria's Objection to Entry of Judgment

Page 53

From: Angel Echevarria [angelwon@cox.net]
Sent: Wednesday, June 13, 2007 11:42 AM
To:
Subject: Text

I just received a text message on my cell phone from a phone number 615-812-1975. That is from Tennessee. The message reads as follows:

WEATHER ALERT; TENACIOUS TWISTERS HEADED FROM THE HEARTLAND TO THE DESERT
HIGHLANDS. SEVERE STORMS IMMINENT.

I don't feel safe now.

Angel

ORIGINAL

FILED

JUN 27 9 38 AM '07

Chaf
CLERK OF THE COURT

1 AFFT

2 CARY COLT PAYNE, ESQ.

3 Nevada Bar #004357

4 CARY COLT PAYNE, CHTD.

5 700 S. Eighth Street

6 Las Vegas, Nevada 89101

7 (702) 383-9010

8 Attorney for Petitioner,

9 MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

10 In the Matter of the Guardianship of the)
11 Estate of JEAN RUTH ECHEVARRIA,)

Case No.: G27262

Dept. No.: H

12 Adult Ward)
13)

14 AFFIDAVIT UNIFORM ENFORCEMENT OF FOREIGN JUDGMENT
15 PURSUANT TO NRS 17.350

16 STATE OF NEVADA)
17)ss.
18 COUNTY OF CLARK)

19 I, MICHAEL ECHEVARRIA, under penalty of perjury, being first duly
20 sworn, deposes and says:

21 1. I am the judgment creditor and is competent to testify to the facts
22 stated herein;

23 2. I am the Plaintiff and now Judgment Creditor located 120 Pana
24 Drive, Hendersonville, Tennessee 37075 in Case No. A05040 in the Chancey
25 Court of Wilson, Tennessee styled Michael A. Echevarria vs. the Mill at
26 Lebanon, LLC and The Jean Echevarria Trust and Jean Echevarria.

27 3. A judgment was entered in my favor the above case on January 2,
28 2007 against The Mill at Lebanon, Tennessee, LLC and The Jean R. Echevarria



1 Trust and Jean Echevarria individually in the amount of \$679,995.88, a
2 exemplified copy of order and transcript is attached hereto.

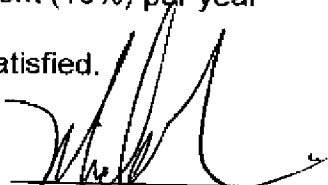
3
4 4. Said Judgment and order was also recorded in the Official
5 Records for Clark County, Nevada in Book 20070517, Instrument No. 0004538
6 on 5/17/07;

7
8 5. The judgment is against The Jean R. Echevarria Trust and Jean
9 Echevarria jointly, has not been satisfied. The name and address of the
10 judgment debtor is 12 Desert Highland Drive, Henderson, Nevada 89075 (no
11 post office);


12 6. The judgment is valid and enforceable, and has only partially been
13 satisfied to wit: \$90,673 on 6/8/07;

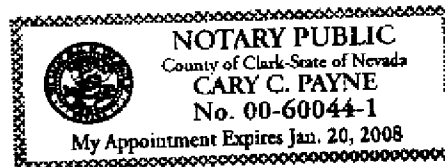
14 7. There are no set-offs or counterclaims in favor of the judgment
15 debtor;

16 8. The exact amount due as of the date below on the judgment
17 against The Jean R. Echevarria Trust and Jean Echevarria jointly and severally
18 is \$625,814 which continues to accrue at ten percent (10%) per year
19 compounded or approximately \$150 a day until satisfied.
20
21

22
23 
MICHAEL A. ECHEVARRIA

24 SUBSCRIBED and SWORN to before me
25 this 26th day of June, 2007.

26 
27 NOTARY PUBLIC in and for said
28 County and State



IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE
AT LEBANON

DEC 20 2006

ENTERED
AT 10:49 AM

JAN 02 2007

MICHAEL A. ECHEVARRIA,
Plaintiff/Counter-Defendant

v.

CASE NO.: 05040

THE MILL AT LEBANON, LLC
Defendant/Counter-Plaintiff

NOTICE OF ENTRY ✓
REQUESTED

and

THE JEAN R. ECHEVARRIA TRUST
Defendant/Counter-Plaintiff

and

JEAN ECHEVARRIA, individually
Defendant/Counter-Plaintiff

ORDER

That this cause came on to be heard upon Michael Echevarria's (hereinafter referred to as "Plaintiff"), Complaint for Breach of Contract, Unjust Enrichment, Quantum Meruit and for Restoration and Possession of Personal Residence and Returning of Personal Items against The Mill at Lebanon, LLC's, The Jean Echevarria Trust, and Jean Echevarria, individually, (hereinafter referred to as "Defendants"), Counter-Complaint filed by Defendants against Plaintiff for Mismanagement, Gross Mismanagement, Misfeasance, Malfeasance, Non-feasance, Breach of Fiduciary Duty, Concealment and Conversion of Funds, and Plaintiff's Answer to Defendants' Counter-Complaint. The matter was heard in the Chancery Court of Wilson County, Tennessee, on November 27th, 28th, 29th, 30th, and December 1st, 2006. At the trial of this matter and based upon the statements of counsel, testimony of numerous witnesses, trial briefs filed by both parties, exhibits entered by both parties and the entire record, the Court finds that:

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That based upon all the proof presented, the Court made specific findings of fact

157

received
6-26-07 Reg 80

and conclusions of law which are attached hereto as *Exhibit A* and incorporated herein as if set forth in this Order verbatim.

2. That Plaintiff, Michael Echevarria, is awarded a judgment against the Defendants, The Mill at Lebanon, LLC, The Jean Echevarria Trust and Jean Echevarria, individually, for Eight Thousand (\$8,000.00) Dollars per month in reasonable compensation for his services for the benefit of Defendant from May 24, 2000 to January 25, 2005, with the judgment to draw ten percent (10%) interest from February 3, 2005. That the Court finds that, Plaintiff, Michael Echevarria, received compensation of Nineteen Thousand One Hundred Seventy-Nine Dollars and Forty-Seven Cents (\$19,179.47) from the National Bank of Commerce operating bank account and Eight Thousand Two Hundred Ninety-One Dollars and Eighty-Three Cents (\$8,291.83) from the use of the Discover card and these amounts shall be deducted from the judgment amount. The total judgment amount shall be Four Hundred Ninety-Six Thousand One Hundred Eighteen Dollars and Ninety-Four Cents (\$496,118.94) as total compensation and interest due through December 10, 2006. The interest accrual, thereafter, is \$114.68 per day.
3. That Plaintiff, Michael Echevarria, is awarded a base judgment against Defendants, The Mill at Lebanon, LLC, Jean Echevarria Trust and Jean Echevarria, individually, in the amount of One Hundred Ten Thousand Four Hundred Nineteen Dollars and Sixty-six Cents (\$110,419.66) as repayment of the monies he loaned Defendants. Said judgment is to draw ten percent (10%) interest from March 3, 2002 for a total judgment, including interest, of One Hundred Sixty-Three Thousand One Hundred Forty-Eight Dollars and Eighty-Three Cents (\$163,148.83) through December 10, 2006. The interest accrual, thereafter, is \$30.25 per day.
4. That Plaintiff was not a tenant of Defendants but a trespasser after his discharge as President. That Defendants owed Plaintiff a duty as to the manner in which they handled his personal property. That Defendants acted indifferently as to the consequences of what happened to Plaintiff's property. That Plaintiff, Michael Echevarria, is awarded a base judgment against the Defendants, The Mill at

Lebanon, LLC, Jean Echevarria Trust and Jean Echevarria, Individually, in the amount of Seventeen Thousand Four Hundred Eighty-five (\$17,485.00) Dollars for his lost/damaged personal property. Said judgment is to draw ten percent (10%) interest from January 25, 2005, for a total judgment, including interest, of Twenty Thousand Seven Hundred Twenty-Eight Dollars and Eleven Cents (\$20,728.11) through December 10, 2006. The interest accrual, thereafter, is \$4.79 per day.

5. That the Court finds that as to Defendants' claims against Plaintiff of mismanagement, gross mismanagement, misfeasance, malfeasance, non-feasance, breach of fiduciary duty, concealment and conversion of funds in the sum of Two Million (\$2,000,000.00) Dollars, that there is no evidence at all in this Court that Plaintiff committed any of these acts and Defendants are not awarded any judgment against Plaintiff.
6. That Defendants are assessed the costs of this cause for which execution may issue.

ENTERED this the 2nd day of January, 2007
~~December, 2006~~

C. K. Smith
C. K. SMITH, CHANCELLOR

APPROVED FOR ENTRY:

Brody Kane
BRODY KANE, #17435
ANGEL KANE, #17434
Attorneys for Plaintiff
133 South College Street
Lebanon, Tennessee 37087
(615) 444-8081

1/2/07

STATE OF TENNESSEE, COUNTY OF WILSON
I hereby certify the foregoing to be a true and perfect copy of the original instrument on file in this case.

25th day of June, 2007
BARBARA WEBB, CLERK & MASTER

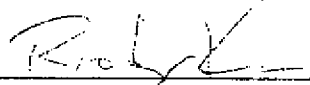
Joe Finnigan D. C&M



CERTIFICATE OF SERVICE

I certify that on the date shown below I have given notice of appearance if required and have served a copy of the above Order on the opposing party by _____ Hand-delivery ☐ _____ Facsimile transmission to () _____ and/or ☒ Mailing a copy via United States Postal Service, postage prepaid, to:

Gary Vandever
Attorney at Law
P. O. Box 642
Lebanon, Tennessee 37088-0642



BRODY KANE
12/22/06

DATE

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IN THE CHANCERY COURT
OF WILSON COUNTY, TENNESSEE
AT LEBANON

MICHAEL A. ECHEVARRIA,

Plaintiff,

Civil Action
No. 05-040

6 Vs

Defendant,

8 AND

9 THE JEAN RUTH ECHEVARRIA TRUST,

Defendant,

11 AND

12 JEAN ECHEVARRIA, Individually,

Defendant.

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THE CHANCELLOR'S RULING
TAKEN BEFORE THE HONORABLE
C. K. SMITH, CHANCELLOR
DECEMBER 1, 2006

Teresa D. Hatcher
Wilson County Court Reporting
185 Coles Ferry Pkwy
Lebanon, Tennessee 37087

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APPEARANCES

For the Plaintiff:

Mr. Brody Kane
Ms. Angel Kane
133 South College Street
Lebanon, Tennessee 37087

For the Defendants:

Mr. Gary Vandever
501 Park Avenue, Suite B
Lebanon, Tennessee 37087

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THIS CAUSE CAME ON TO BE

HEARD IN THE CHANCERY COURT FOR WILSON
COUNTY IN LEBANON, TENNESSEE BEFORE THE
HONORABLE C. K. SMITH, CHANCELLOR ON
FRIDAY, DECEMBER 1, 2006.

THE CHANCELLOR GAVE HIS RULING
TO WIT:

THE CHANCELLOR'S RULING

This is in the matter of —
I'm going to mess up on this name. So, from
here out, it will be Michael E., Angel E.,
Jean E., Jean R. E. I'll never say anything
other than E. But, the court reporter will
be required to put down the entire name,
which I guess is Echevarria or something. I
don't know what it is. I've guessed at it
ever since I've been here all week. I'm
glad after today, I'll never have to say it
again hopefully. Echevarria, is that close?

MR. KANE: That's close.

THE COURT: All right. This
is a matter in the Chancery Court of Wilson
County Tennessee at Lebanon. Michael
Echevarria versus The Mill at Lebanon,
EIC and versus Jean R. Echevarria Trust

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and versus Jean Echevarria individually.

And, there were also

counter-complaints by the Defendants
against Michael Echevarria.

The issue before this
Court is basically by the Plaintiff Michael
Echevarria against the Defendants here is a
breach of contract, is number one.

Number two, associated
with that breach of contract and part of the
problem is, that he loaned the Defendant
Jean Echevarria, or The Mill at Lebanon,
EIC, which was owned totally by Jean
Echevarria, or the Jean Echevarria Trust.
Loaned them 110,000 plus dollars, and for
reimbursement of the loan. And, thirdly,
for damages associated with a wrongful
custody.

Then, the Defendant
filed a counter-suit for wrongful conversion
by the Plaintiff Michael Echevarria, for
either misfeasance, malfeasance or some
feasance regarding with the way he managed
the business. So, those are the issues
before the Court.

1 I've listened to
2 evidence on this matter since this week,
3 since Monday. And, it's now Friday. We
4 started on Monday at about 9 o'clock. Maybe
5 a little bit before. And, have gone
6 continuously with very few breaks in there,
7 except sleeping at night.

8 And, the attorneys
9 have done a good job. What made this a
10 little more difficult is the fact that from
11 the time this started, Jean has suffered
12 with some dementia and beginning stages of
13 Alzheimer's. And, she's had to — A lot
14 of the testimony on her behalf has had to be
15 by her power of attorney, or trustee or
16 conservator, who actually couldn't testify
17 because she had no knowledge.

18 At the time this
19 contract was entered into, Jean was acting
20 on her own behalf. It was only a short time
21 after that she gave her power of attorney to
22 Angel. So, Angel was limited in her
23 knowledge and what she could really say
24 happened or didn't happen in that area.

25 Most of the

1 three different little buildings. There was
2 one on the east side; a small building. An
3 office building located on the west side.
4 There was another kind of a large building
5 located on the uppermost north side of this
6 property.

7 Then, there was a
8 huge building that had been — Had parts
9 attached to it at different times during the
10 years that the building had been there.

11 When Mike first saw
12 this property, the original asking price was
13 \$1,700,000. He watched this property for
14 several months. He came up and looked at
15 it. The price dropped. But, I don't
16 remember what it dropped to. But, he began
17 to negotiate with the owners. He negotiated
18 a price of \$600,000.

19 Mike at that time
20 had very little money, from the evidence
21 I've heard. He had some equity in a house
22 located in Brentwood. I don't know how much
23 cash he had. But, he had been in business
24 with his father that used to make waterbeds.
25 They had been in California. They moved to

1 evidence has actually — Most of this trial,
2 probably two days of the testimony, came
3 from Michael out of the three.

4 This is what I've
5 found. This is my finding of fact and
6 conclusions. And, if I make a mistake about
7 a date or name of something or someone,
8 y'all can bring that to my attention at that
9 time. But, just because you disagree with
10 my findings or holdings, you can't argue
11 anymore about it. It's over. That's over.

12 This is my findings:
13 In early 2000, Michael Echevarria found some
14 property for sale in Lebanon, Tennessee.
15 The property was known as old Woolen Mill
16 property. It had been the Woolen Mill in
17 Lebanon for many years. It had been out of
18 business for several years. The property
19 was in very bad state of disrepair.

20 Michael Echevarria
21 looked at the property on several occasions.
22 It was located on approximately 14 acres.
23 The building totally at that time was about
24 225,000 square feet. The building was added
25 onto at various times. There were two or

1 Nashville to open a business and moved there
2 too late. The business had already
3 evaporated. And, there was no more demand
4 for it. I think the building may have
5 caught on fire and burned. And, they just
6 went out of business.

7 But, he had had
8 various jobs over the years. He had made as
9 much as \$400,000 in some jobs with his dad.
10 Apparently, he was some type of
11 vice-president in that business. And, he
12 was a union buster, or line buster or
13 something once too. He said he was a man of
14 no fear.

15 Mike had this
16 property appraised by Carl Storey on two
17 different occasions. But, in 2000, he had
18 it appraised at \$1,090,000. So, Mike felt
19 that he could buy this property for
20 \$600,000; renovate it. That he could turn
21 it into a very good income. A profitable
22 business. An income producing facility.

23 Mike approached his
24 mother Jean Echevarria in the early part of
25 2000 about the property and his plans. And,

1 apparently, she too felt like it could be a
2 profitable venture.

3 And, in the early
4 part of 2000, Jean Echevarria had \$600,000
5 in income from the \$10 million building
6 located in California. She owned one house
7 located on Gerry Drive in Henderson, Nevada.
8 She had ownership interest in another house
9 located on Gerry Drive in Henderson, Nevada
10 lived in by her daughter, Angel.

11 Plus, she had over
12 \$700,000 on deposit in an interest bearing
13 account with Wells Fargo Bank. Plus, she
14 had over \$100,000 equity she could withdraw
15 from her life insurance policy. Plus, she
16 had \$220,000 in cash. And, I don't know if
17 she had any other money. But, she had that
18 because she made a down payment — Used that
19 for part of the down payment on The Mill
20 property.

21 And, this property,
22 I'll probably refer to it as Mill property.
23 Even though when they purchased it, it was
24 purchased in the name of The Mill of
25 Lebanon, LLC probably. Or, Lebanon,

1 date they purchased it May 24, 2000. And,
2 it was sold February 3, 2005. So, I guess
3 that's four years; almost five.

4 And, when a person
5 goes into a venture like that, she knew she
6 was putting out the capital. He was going
7 to put out the work.

8 Her agent, Jean's
9 agent, or power of attorney, trustee on the
10 trust, gave Mike a credit card for living
11 expenses that she's testified to. And, it's
12 been testified to.

13 Jean Echevarria
14 here, after purchasing this property, gave
15 her daughter power of attorney. And also,
16 transferred all her properties to the Jean
17 Echevarria Trust. And, made her daughter
18 Angel the trustee as well. Exact dates on
19 that, I couldn't find readily. And, I don't
20 know that they're that important. I just
21 know that that was done. And, she was
22 acting in those capacities.

23 Jean Echevarria purchased
24 this property in the name of The Mill at
25 Lebanon, LLC for \$600,000 from the Tennessee

1 Tennessee, LLC. But, I'll just refer to it
2 as The Mill.

3 Mike and his mother
4 entered into — I find that Mike and his
5 mother entered into an expressed actual
6 verbal contract. They agreed that she would
7 provide capital. And, he would oversee the
8 renovation and management of the business.
9 And, when the business sold, that they would
10 split the profit. And, that the sale when
11 it was sold, was to be negotiated by Mike.

12 I find all this
13 reasonable. I've thought about this in my
14 mind. You know, she's putting up all the
15 money, but they knew at the time, that this
16 wouldn't be a week venture. You know, it
17 was a building. And, all of the testimony
18 has been in how bad of shape it was in.
19 And, it's still in, even though he did a
20 great deal of renovation to it. That it was
21 a weeks, months and years project.

22 And, he agreed for
23 no compensation. However, he was
24 compensated from NEA about \$19,000 over
25 these four or five years, from May — The

1 Woolen Mills, Inc. on May 24, 2000. She
2 advanced \$220,000 in cash. She borrowed
3 \$380,000 from Wells Fargo Bank and
4 collateralized it by her \$700,000 deposit
5 that she had with the bank.

6 The testimony is
7 that Mike Echevarria did all the negotiating
8 with Wells Fargo to implement this plan of
9 withdrawing this \$380,000. Securing it with
10 the money that was there.

11 It's his testimony
12 that he did that. And, that these interest
13 payments that were supposed to come from the
14 700,000 plus she had there, was supposed to
15 be used to retire the \$380,000 loan. Or, at
16 least pay the interest on it. Make payments
17 toward it, is what he's testified to. And,
18 that's the only one that has any knowledge
19 of that negotiation with the Wells Fargo and
20 this Court. The only person that had any
21 knowledge of that was himself.

22 Mike upon after
23 purchase of this property, immediately began
24 negotiation with the Bank of Nashville for
25 the construction loan. He originally

1 requested \$1,500,000. However, the bank
2 would only give them a \$700,000 line of
3 credit.

And, stated

4 something to the effect, I think it was a
5 letter, that "We'll consider the further
6 loans later." Or, something to that effect.

On December of 2000,

7 the Bank of Nashville loaned The Mill at
8 Lebanon, LLC a \$700,000 line of credit upon
9 the execution of a note and a mortgage on
10 The Mill property.

This note was signed
11 by Jean Echevarria who listed herself as the
12 manager, or managing agent, of The Mill at
13 Lebanon, LLC.

This money was

14 supposed to be used to renovate the
15 property known as The Mill. It's obvious.
16 You know, they bought a building, he and his
17 mother did. Or, his mother did. Put up the
18 capital. That was totally in terrible
19 shape. Couldn't be used for anything at the
20 time he purchased it.

And, it needed

1 immediate renovation. That this money, this
2 other money, was borrowed for that purpose.
3 And, I find that was the reason it was
4 borrowed, to renovate this building so that
5 it could be income producing.

This note provides
6 that interest was to be paid monthly. The
7 agreement basically provided that Mike would
8 oversee the renovation. Would get the
9 contractors in there. And, the proof is
10 that he actually did hands-on renovation
11 himself.

But, I felt like the
12 proof was that he should act somewhat like a
13 general contractor. And, once they got in a
14 position where they could find tenants, that
15 he was to market the place. To find
16 tenants. To collect rent. To keep the
17 property operating and make repairs. Answer
18 questions of tenants, et cetera.

And, as he was
19 making these renovations, the agreement was
20 he would contact his sister Angel for
21 payment for these people to be paid. Angel
22 Echevarria, as I've stated, had been given a

1 durable power of attorney on May 30, 2000,
2 which was five days after — Or, five or six
3 days after this property had been purchased
4 from Jean. She was given the power of
5 attorney from Jean to handle all of her
6 business affairs and asset management.

As I've stated
7 earlier, Jean Echevarria had also conveyed
8 all her property, including The Mill, into
9 the Jean Echevarria Trust. And, made Angel
10 trustee.

In addition to the
11 line of credit account with the Bank of
12 Nashville, Angel opened a draw account with
13 the Bank of Nashville to place money in from
14 the line of credit to pay for the
15 construction costs as requested by Mike.

Angel also opened a
16 bank account with NEC, located in Lebanon,
17 to be used for the daily operating expenses
18 incurred by Mike and renovation and
19 management of The Mill.

Mike also had his
20 individual personal bank account with NEC in
21 Lebanon. Mike had no signature privileges

1 on any of the accounts located with the Bank
2 of Nashville.

And, I'm of the
3 opinion, if my recollection is right, he
4 could withdraw from the NEC Bank in Lebanon.
5 And, he had a big checkbook that he couldn't
6 carry around with him. So, as a result of
7 it, he would occasionally write his personal
8 checks that he carried on his hip. And, I
9 think that was his testimony.

Mike was very
10 excited about the business. Just in May,
11 just shortly after that, he began before he
12 got any secured line of credit or anything,
13 he immediately began renovating The Mill;
14 paving, brickwork, roofing people. He began
15 to get people in there and knock walls down
16 where the building could be repaired.

And, he used some of
17 his personal money initially, a few thousand
18 dollars, to pay people before they got this
19 line of credit.

It's the only
20 testimony before this Court that he used
21 this money with the agreement of his mother.

1 And, his mother knew it was a loan. And, he
2 was to be reimbursed and paid it back.

3 Some of the work

4 that Mike did that I've made note: Rushed
5 walls down. Sandblasted the bricks. He
6 hired a company to sandblast the bricks and
7 decided it was too expensive. He could save
8 money if they just learned how to do it
9 themselves. And, they did it themselves.
10 Then, he could hire some local people, just
11 a crew, that he kind of kept working himself
12 there, cleaning up the place.

13 They cleaned up

14 trash. Cleaned up the buildings. He
15 contracted with the dumpster people to come
16 pick the trash up. He went to the zoning
17 boards and places like that to have this
18 property rezoned from manufacturing to
19 office to where they could have this type of
20 business out there. I know it was for
21 manufacturing business. And, they had to
22 have it rezoned.

23 He had some paving

24 done. And, actually had his crew to do some
25 welding of this tower and save thousands of

1 the money and not ever done a thing over
2 there.

3

But, several people

4 have testified that they saw him out there
5 hands-on working. And, that he was there
6 10, 12, 16 hours. He stayed — Eventually,
7 he moved there and lived there.

8

And, Mike built an

9 apartment and moved on the site with no
10 objection from his mother nor Angel. Mike
11 got various parts of the site renovated very
12 quickly so it could begin to produce income.

13

The areas that he

14 leased was the office area, which is located
15 on the west side of the large building. The
16 Intrigue Building, located on the north side
17 of the building. He leased that to Intrigue
18 Athletics. Highland, Crossroads, Lady
19 Godiva, which was a pub located in the big
20 building. The event room is located in the
21 big room. He got it renovated.

22

Shopper's Alley, he

23 got 15 to 25 cents a square foot of
24 different people opening up a flea market on
25 the weekends. And, he was making money off

1 dollars. Ultimately, he did some light
2 fixtures in the event room and saved many
3 thousands of dollars by taking some barrels
4 that were left there. And, he cut them in
5 half and painted them on the inside. And,
6 having the electrician to come and hook them
7 up, he was able to save thousands of
8 dollars.

9 He was very

10 energetic. And, he wanted to clean and
11 paint the different buildings. The office
12 building, the one that's been identified as
13 the Intrigue Building. I call it the
14 Intrigue Building because that's where
15 Intrigue Athletics is located. And, nobody
16 else ever gave it a name.

17 And, even the very

18 first year, Mike hosted a Christmas party
19 there in the year of 2000. That's how he
20 was really on the ball and really working
21 hard at trying to make this — Really, it's
22 evident from all the testimony, he wasn't
23 out to beat his mother. That was not his
24 goal. He was out totally — Had he been out
25 for that, I guess he could have just taken

1 part of it.

2

And, the Internet

3 Marketing, of this office building, as well
4 as Raymond Harris, an electrician, and
5 other people renting in this little office
6 space. But, it was his office at times as
7 well.

8

As Mike incurred

9 expenses, roofing material, supplies, et
10 cetera, he would notify Angel. She would
11 withdraw money from the line of credit and
12 would pay these from the Bank of Nashville
13 account. And, I think maybe sometimes pay
14 them from the NBC account. She would write
15 a check for them.

16

He never — He had

17 no check writing ability on these Bank of
18 Nashville accounts.

19

Angel also gave Mike

20 that Discovery Card with that \$12,000 limit
21 for living expenses, as I stated earlier.

22

And, everything

23 seemed to be going very well, until the
24 first part of 2002 when Mike was advised by
25 Angel that they were out of money. No more

1 money in the line of credit account at the
2 Bank of Nashville. And, as a result of
3 this, Mike had to practically cease
4 renovation.

5 Just a note. Mike
6 never had any type of regular compensation
7 during this four or five years that he was
8 there. His deal was that he would receive
9 one half of the profit after it was sold.
10 He did receive some Discovery Card benefits
11 that were personal in nature, 8 or 9,000,
12 and \$19,000 of compensation from the NEC
13 bank.

14 But, as far as
15 regular compensation, he says he didn't
16 have it. He lived off his girlfriend's
17 income basically during this period of time.
18 He was just trying to make the business go
19 so he could sell it and make a profit and
20 move on.

21 However, Mike
22 continued to renovate even after February of
23 2002 when he was advised there was no more
24 money. Mike continued to renovate to some
25 extent by loaning The Mill a total of

1 to be operating in the black.

2 Even in the last
3 part there, in the last couple of years, he
4 was able to make some payment toward the
5 default payments on this Bank of Nashville
6 loan. But he still — The business was
7 actually operating in the red. And, had
8 probably from the beginning.

9 But, with these
10 renovations, had he been able to complete
11 those, this Court finds that he could have
12 operated in the black. And, could have
13 ultimately retired these debts and sold this
14 business and make a profit. How much, I
15 don't know.

16 In 2004, The Mill
17 was operating at a loss. So, Mike agreed
18 that it should be sold. He agreed with
19 Angel, Sacht and Baghai. Baghai, if I'm
20 mispronouncing it, just correct it. He was
21 the attorney for Angel. He was out in
22 California. Sacht was the mortgage guru.
23 An advisor.

24 There was also a
25 CPA. But, I don't find that he really did a

1 \$110,419.66. And, that's broken down on
2 Exhibit #131. The substantial portion of
3 that came in 2002, the later part, after he
4 was notified about they were out of money in
5 the first part of 2002.

6 And, he also used
7 rental income to continue to help. And,
8 this money that Mike advanced here, the bulk
9 of it, came on the end there. I was
10 talking about there, came from the equity
11 from the profit he made on the sale of his
12 house that was located in Brentwood.

13 And, at the time
14 that Michael ran out of money, he was in the
15 process of completing or renovating other
16 portions of The Mill, particularly the
17 atrium; atrium area. He had torn out the
18 second floor and built stairs to it;
19 rerouted waterlines. He had planned to have
20 a number of shops and businesses on the
21 second floor overlooking the main floor.

22 And, these would
23 have been paying a sufficient — In his
24 opinion, these would have been paying a
25 sufficient amount of rental for the business

1 lot of advising about this. And, these
2 people were all, of course, located in
3 California, Nevada and various places. And,
4 less likelihood of having knowledge of local
5 things than local realtors or accountants or
6 residences in my opinion in general. I
7 wouldn't know a thing about — I don't know
8 much about property here. But, I know a lot
9 less about property located in California
10 and Nevada.

11 Mike contacted Mike
12 Walker, a real estate agent, after they
13 agreed that they would sell it. He
14 contacted Mike Walker, a real estate agent
15 with Cumberland Real Estate to sell the
16 property.

17 And, he suggested to
18 Mike the original listing price would be —
19 They kept saying \$1.9 million. But, it's
20 \$1,900,000. That was the original listing
21 price.

22 Apparently, it was
23 listed for awhile. And, no one showed any
24 interest. And, no contacts about it. No
25 offers. So, a couple of extensions were

1 listed on this listing contract. And, I
2 think it may have been lowered some.

3 But, after a while,
4 Angel and Sadat and Baghai became anxious to
5 sell this. And, I believe some of this,
6 they became anxious here because of this
7 bankruptcy of this \$12 million business that
8 Jean had owned in California. She owned a
9 building out there. And, it was producing
10 \$600,000 a year income.

11 And, she was living
12 an extravagant type of lifestyle, owning
13 houses and cars. Big houses. Big cars.
14 Doing a lot of gambling. Enjoying life the
15 way she wanted to, which was fine.

16 But, her tenant went
17 bankrupt out there. And, when he went
18 bankrupt, she lost this income. Sold the
19 building for \$10 million, but lost this
20 income there for awhile. And, when they
21 lost this income, she — I think things kind
22 of went sideways. And, people just — She
23 and her money advisors, who were not only
24 advising her, but taking a lot of her money
25 as well, and her daughter, all began to get

1 time said, "Look, things are not going
2 right. I'm just going to file suit in
3 Nevada and be appointed conservator of
4 Mother and get this all taken care of like
5 it ought to be." Because she had developed
6 dementia and early stages of Alzheimer's.

7 And, his sister
8 said, "No, I'm going to do that too. I'll
9 get this." So, she filed a petition. And,
10 she actually got appointed conservator by
11 the Nevada Court.

12 Well, not only did
13 she get appointed, Nevada approved that this
14 property up here could be sold for \$850,000.
15 And, they just decided, I guess Mike Walker
16 must have testified down there or something.
17 But, that this would be a good value for it.
18 Or, Sadat or Baghai or some of these people
19 that didn't really have very much knowledge
20 about it, except Mike Walker possibly.

21 But, The Mill was
22 ultimately sold to Gibbs for \$900,000 with
23 no input from Michael Echevarria. And,
24 Gibbs said it was worth more than 900,000.
25 He said he would have probably given \$1

1 anxious about, well, we need to do
2 something. "Something is wrong. So,
3 something needs to be fixed. And, about the
4 only thing we can fix is this Mill up here.
5 If we can just recoup what we can get out of
6 it. We're losing money. And, they were
7 losing money.

8 And so, during this
9 time, they did receive an offer of \$1
10 million, with \$100,000 deposit. Well, Mike
11 Echevarria here, he decides that's just too
12 low. That is just not enough. He would not
13 accept it. He rejects it.

14 And, upon his
15 rejecting of this, that's when I think
16 that's when Angel — And, they lost that
17 sale. — and Sadat and Baghai said, "We'll
18 just cut him out." And, they cut him out.
19 They put him out of the loop. They ignored
20 his original contract with Jean.

21 And, they didn't
22 know what it was anyway because they were
23 not involved. They cut him out and said,
24 "We'll sell it." They go to court.

25 So, Mike at this

1 million for it. But, there weren't any
2 counter-offers.

3 He offered 900,000
4 and they jumped on it. They didn't say,
5 "Well, no, we'll take a million one or
6 something." They just said, "No, we'll take
7 it."

8 So, during the
9 process of all this selling, Mike here
10 decided he'd file suit in this Court and
11 adjoin the sale of this property. And, I
12 think this Court granted a temporary
13 restraining order.

14 But ultimately, this
15 Court dismissed that restraining order.
16 And, I believe it was on January 25th, not
17 only did this Court dismiss all of his suits
18 there, but this Court ordered him off the
19 property, basically I think finding that he
20 had been terminated by the owner, or by the
21 owner's power of attorney, or the trustee of
22 the trust. And, that he was merely a
23 trespasser on the property now because he
24 had no —

25 He was no tenant.

1 And, I'm finding that again here today. I
2 don't remember what all went into the
3 findings back then. And, I doubt there was
4 even a court record there. There could be,
5 but it hasn't been put before the Court this
6 week. But, I don't recall the specifics of
7 that.

8 But, I did order
9 him off the property. He had been
10 terminated. And, Angel had employed Randy
11 Thamel to be the managing agent of that
12 site called The Mill now.

13 So, he had been
14 given notice on December the 15th, a letter
15 from Angel, on behalf — In her
16 representative capacity as one of those
17 positions.

18 She was to be the
19 president. He was no longer the president.
20 For him to vacate the premises. And, he
21 didn't. He didn't vacate.

22 So, a little over a
23 month later on January 25th or the 24th,
24 this Court ordered him off. And, on the
25 25th, Randy was over there changing the

1 looks on the door. And, they had a little
2 run-in. Ordered him to get off and take his
3 cars off the property or he would be
4 arrested. So, he got off the property.

5 And, the girlfriend
6 was in the apartment. And, she had to
7 leave. And, there was just all kinds of
8 problems there.

9 And, I'm sure it was
10 a factor in my decision that day that Gibbs
11 wasn't going to buy unless Mike was off the
12 property. He was merely a trespasser. He
13 had no ownership interest in this property
14 at all. I'm sure I ordered him off because
15 I didn't want them to lose the sale. I
16 didn't want them to — He had no claim or no
17 rights to live there as a tenant or
18 anything.

19 And, there were sure
20 certain orders entered by those Nevada
21 Courts that was I think being argued to me
22 that I had to give full faith and credit.

It had just been a big free-for-all for
24 months and for years in many states. So, I
25 wish I had a clearer recollection of exactly

1 what happened, but I don't.

2 Just a note, Mike
3 Walker testified \$900,000 was a fair value.
4 But, he did testify he didn't make a
5 counter-offer. He testified that was a fair
6 value. But, Gibbs testified he would have
7 probably given \$1 million for it. That's
8 100,000 more dollars.

9 It was only after
10 Mike was removed from this property that he
11 learned how the \$700,000 line of credit had
12 been depleted. And, I find that it was
13 wrongfully depleted by Jean Echevarria or by
14 Angel Echevarria in her representative
15 capacity.

16 Only the —
17 Certainly of all these categories that was
18 entered on Exhibit #182, the one that stands
19 out to be the most striking evidence is that
20 for Jean to take money out of this account
21 to purchase a home with and to build a
22 swimming pool, certainly that one, without
23 any argument, could not have been
24 anticipated. And, the total of that for
25 Jean, which was for her personal benefit,

1 was 247,000. And, a lot of renovation could
2 have been done for \$247,000.

3 Several of these
4 others, he's testified, that none of these
5 others, except for the architect, were
6 supposed to be used either. And, of course,
7 the construction money was legitimate on
8 this exhibit. But, the insurance,
9 utilities, the advertising The Mill at
10 Lebanon, all these others he says, his
11 testimony is, that they were supposed — She
12 was putting up the capital. She was
13 supposed to pay these.

14 And, this hasn't
15 been rebutted. And, I don't suppose it
16 could be rebutted because Jean wasn't here
17 to testify. There was no objection to him
18 testifying to any conversations or
19 transactions between he and Jean. So, he
20 testified to those. And, there has been no
21 rebuttal.

22 He says these were
23 all anticipated that she would pay these
24 from her personal funds. She had \$600,000
25 in income a year. But, I think some of this

1 all went away when she lost her income and
2 everybody began to grasp, "Well, what are we
3 going to do now?"

And, that's when she
4 began to see other people and try to figure
5 out what to do and take advice from people
6 that were charging her a lot of money.

Now, there's been
7 some argument about the fact that there was
8 \$100,000 after the house on Gerry Drive was
9 sold. There was \$100,000 placed in the Bank
10 of Nashville account. That was after some
11 of this \$247,000 was removed for buying the
12 house or property on the Dessert Highland
13 Drive.

Then ultimately,
14 there was 140 something thousand, or other
15 monies deposited in this account with the
16 Bank of Nashville.

But, the \$100,000
17 which was made sometime in 2001 before all
18 the money was removed, was money that Jean
19 realized from the sale of her property in
20 Nevada. Even though it's where her daughter
21 lived, her daughter, the testimony is, only

1 contract.

2 So, I don't really
3 believe they are a very meaningful argument
4 there for the bulk of that money that was
5 argued. I think it was maybe \$304,192.38.
6 the bulk of that money, all but \$100,000 was
7 merely to prevent foreclosure and so forth.
8 It was payments on default, the way I
9 understand the testimony.

10 The only testimony
11 before this Court is that all the \$50,000 of
12 the money that was of the \$700,000 to the
13 Bank of Nashville, was to be used for
14 renovation of the building so it could be
15 sold and the profits split.

16 But, there was
17 evidence in the record the \$50,000 was
18 supposed to be reimbursed to Jean.

19 I find that this
20 wrongful withdrawal of these funds, as well
21 as the wrongful interference with his
22 selling this property, prevented Mike from
23 performing his contract, which was complete
24 renovation and to sell the property.

25 I find the interest

1 worked two or three months in the last
2 several years. Had no income, other than
3 living off her mother, it's evident from the
4 testimony that's been before the Court.

5 But, she could have
6 made a gift to her daughter. I don't know
7 what the law is out there. But, I find that
8 the \$100,000 for this property was also in
9 her name, as well as her daughter's. So, I
10 find this was Jean's \$100,000. This was
11 just part of the capital outlay that — Or,
12 some other reimbursements of some of the
13 money she removed. Some of the roughly
14 \$400,000.

15 And, as far as these
16 payments, these subsequent payments that
17 were mostly made in 2003, later part of 2002
18 and 2004, those years — And, that was on
19 Exhibit #216 that tells exactly when those
20 payments were made. Those were all made
21 after default. After all the money was
22 deleted from the account. Those were made
23 to catch up on payments, not to put money in
24 the bank for renovation or construction or
25 repair to live up to the terms of the

1 on the loan to Wells Fargo and the Bank of
2 Nashville were to be paid by Jean. And, not
3 from the proceeds of this building loan.
4 This building loan was to be used for
5 renovation, this line of credit. And, only
6 for that, except for the \$50,000. And, any
7 other expenditure was a wrongful expenditure
8 by Jean or her agent, power of attorney or
9 trustee.

10 In a breach of
11 contract situation, one has a right to ask
12 for specific performance, or if that cannot
13 be accomplished, and it can't be in this
14 because there's no way to determine what the
15 profit would have been had he been allowed
16 to finish and sell this property. Or in the
17 alternative, the value of his performance.

18 And, I find that
19 this is an expressed oral contract. It's
20 not implied in any form or fashion. It's
21 expressed. It may be in some form or
22 fashion, but it's actually an expressed
23 contract.

24 I find that it was
25 because of Jean Echevarria and her agents,

1 and/or agent's doings, wrongful doings, that
2 renovation wasn't finished. And, as I've
3 stated, the value of his services, he's
4 testified the value of his services in his
5 opinion would be \$8,000 per month. And,
6 the CPA testified that that was reasonable.

7 And, his services
8 was, he acted as a joint contractor. He
9 went in and dealt with the zoning people.
10 Made application for it to be rezoned from
11 manufacturing to business. He marketed the
12 different businesses there. He did
13 brochures and various things. He worked
14 with the tenants.

15 He actually
16 improvised at times, making the light
17 fixtures and digging the pit for the
18 Intrigue. He actually learned how to
19 sandblast and oversaw that work so they
20 could save money. He built a tower. He got
21 his own welder to do the work. He
22 negotiated with different contractors to get
23 a good price on everything.

24 He billed his
25 sister. And, he mailed invoices and various

1 the building and places there. Recruited
2 vendors for the Shopper's Alley.

3 He worked different
4 places trying to — And, he did finally
5 secure a construction loan or line of
6 credit. He had some commercial leases
7 prepared. He hired a local artist to do
8 some paintings for the Pub and for business
9 there in general. Oversaw the paving.

10 He had the apartment
11 built. Worked with the fire department and
12 BellSouth Pioneers for the Toys for Tots.
13 Saw that the roofing was done. Having the
14 second floor removed. And, worked
15 diligently getting tenants to be there.

16 He was collecting
17 quite a bit of rent at the time he was
18 moved out. I've got that written down
19 somewhere. I'll try to cover it.

20 So, I think when we
21 consider all the things that he did, that
22 this \$8,000 a month. And, particularly in
23 light of the fact that Angel hired Randy
24 Thamel for four weeks for \$5,000 with a lot
25 less responsibilities. And, you know, his

1 things to his sister. And, he had a bad
2 method of managing, collecting bills and
3 then mailing them to his sister. His sister
4 would keep them in a box. Nobody ever
5 looked at them.

6 But, this is
7 consistent with what he felt like his
8 duties were to manage this business,
9 oversee the construction and manage the
10 business and mail the bills to her and let
11 her pay them. He didn't have the ability to
12 write checks.

13 He also dealt with
14 engineers, structural engineers, roofing
15 people, dealt with — He had the property
16 appraised. He dealt with attorneys, Wells
17 Fargo, Bank of Nashville.

18 He replaced broken
19 bricks in the sidewalk; has his employees do
20 that. He fixed windows. Cleaned up the
21 lint room. I know he talked about that was
22 a real job. He hosted he — He marketed the
23 event room and hosted parties and various
24 things there. He dealt with the waste
25 management people. He sold scrap metal from

1 real basic responsibility was to see to it
2 that he got Mike out of there.

3 And, he didn't work
4 12 or 15 hours a day. He worked other jobs.
5 He kind of came on and left. He was just
6 overseeing the property a little bit. Not
7 overseeing construction. And, he wasn't
8 doing any constructing. He was collecting
9 some rents he said. He was only there a
10 month. He was only there a month. But, he
11 was doing very little. And, he was worth
12 5,000.

13 I did find though
14 that even though he's entitled — And, I'm
15 giving him judgement against the Defendants
16 for \$8,000 a month from May 24, 2000 until
17 the date he left, which was January 25,
18 2005.

19 He testified that he
20 did receive some compensation from NEC
21 drafts, banks, checks or something;
22 \$19,179.47. I'm offsetting the judgement of
23 that amount.

24 He testified that
25 some of the Discovery items were personal in

1 nature and should not be charged against the
2 business; \$8,291.83. And, I'm deducting
3 that amount from what he's entitled to.

4 I'm allowing this
5 judgement to draw interest from the date
6 that he was -- The property was actually
7 sold. Because that's when the profit would
8 have been split would there have been
9 profit, which was 2/3/05.

10 The next issue is
11 about the money loaned. There was only
12 testimony before this Court that he loaned
13 The Mill \$110,419.66 with the agreement with
14 his mother that this was a loan and that it
15 would be repaid; paid back to him.

16 And, there was no
17 counter-evidence to this at all. He showed,
18 testified where he got the money from. From
19 the sale of his house. He only used -- The
20 bulk of this money only came in after he
21 started on 1/27 after -- Just immediately
22 during or before. And, after he found out
23 they were broke. There was no more money in
24 the line of credit.

25 There are various

1 Plaintiffs in the Complaint Brief does not
2 apply.

3 There was no lease.
4 No rent was paid. Just part of the big
5 picture here.

6 I find that Mike
7 Echevarria was not a tenant of Jean
8 Echevarria or The Mill, nor of The Mill,
9 LLC; of Lebanon, LLC.

10 Upon Mike Echevarria
11 being discharged as president and requested
12 to vacate December 15, 2004, he became a
13 trespasser. I find that Angel Echevarria on
14 behalf of the Jean Echevarria Trust, or
15 power of attorney or conservator, had the
16 right to enter the premises and remove Mike
17 Echevarria and his possessions.

18 Angel, in her
19 representative capacity had a duty to see
20 that the trespasser suffered no injury or
21 loss as a result of intentional, willful
22 or wanton conduct --

23 (There is an
24 interruption in
25 the proceedings.)

1 other payments that he made above. He
2 testified that a lot of times, he was out
3 and had his personal checkbook. And, it was
4 easier for him just to write a check, than
5 it was to -- He couldn't carry the big
6 checkbook around with him everywhere he
7 went. It was simpler for him to do that.

8 But, I'm based upon
9 the only testimony before this Court, it was
10 a loan. And, she had agreed to this.
11 Agreed to pay him back. I'm giving him
12 judgement for that \$110,419.66 against the
13 Defendants.

14 And, 10 percent
15 interest to draw from 3/3/2002. I made that
16 from the last one. I used my discretion.
17 Because I'm not going up here on each one of
18 these \$144 on 5/19. It would be an
19 accountant's nightmare. And, I'm not going
20 to put anybody through trying to figure out
21 what that would be.

22 The last issue of
23 the Plaintiff, this wrongful ouster. As I
24 have stated, Mike Echevarria was not a
25 tenant. So, the statute referred to by the

1 THE COURT: The landowner
2 had the duty to simply refrain from doing or
3 inflicting unnecessary or willful or wanton
4 injury to the goods of the occupant. Not
5 act with complete indifference to the
6 consequences.

7 It is evident that
8 Angel in her official capacity as some of
9 these power of attorney, president of The
10 Mill, conservator, trustee, had control of
11 The Mill after Mike was ejected on January
12 25, 2005. She or her agents are the only
13 ones that had access to the apartment or
14 building after January 25, 2005.

15 Mike has testified
16 under oath that these items were there when
17 he was removed. And, that they were not in
18 the storage when he went to pick them up.
19 These items are on Exhibit #175.

20 He has testified to
21 these items and to the value. Angel
22 testified that they helped pack those items,
23 or packed these items. It is evident from
24 looking at the pictures, that the items were
25 packed roughly, in a rough manner, loose

1 manner, whatever. A lot of items were just
2 thrown in the boxes, broken and torn up.

3 Plants were taped
4 down from the top, over the top, ruined.
5 And, she also testified that the marble
6 table was broken to pieces. Now, there was
7 a picture of it entered. I don't recall
8 when that picture was taken or if it was
9 ever testified to when. But, it wasn't in a
10 broken condition when the picture was taken.

11 There was also a
12 wooden table broken and various other items
13 of hers broken or damaged. Computers
14 damaged. Computers missing. Computers
15 taken. Files taken. Amanda walking out of
16 the building with something in her hand.
17 Mike Walker walking out of the building with
18 something in hand. There were pictures
19 evidencing this.

20 The fact that Amanda
21 cursed and mocked, made fun of Caroline, the
22 girlfriend of Mike's, on 2/2/05.

23 Angel allowed Randy
24 Trammel to change the locks, which prevented
25 Mike from removing his items. Randy Trammel

1 So, Angel says his
2 employee was up there and let them in. So,
3 apparently, there were a lot of people that
4 had keys running around. And, we don't know
5 who these people were. We don't know if
6 they had a criminal background or anything
7 else. We don't know. But, we know who was
8 in control and in charge of this building,
9 was Jean or her agent.

10 Nevertheless, I find
11 that Angel was in charge, had control of the
12 building and Mike's items. She had control
13 of them as well. Even if she acted
14 willfully, or maliciously or intentionally.
15 And, I really don't find that she acted that
16 way personally. There was some testimony
17 that she may have said something. But, she
18 said she didn't, but her daughter did.

19 But, I find that she
20 did act indifferently as to the consequences
21 of what happened to Mike's property. And,
22 therefore, Jean is liable, or The Mill is
23 liable, or the Trust is liable. All the
24 Defendants are liable to Mike for the amount
25 that he's testified to: \$17,485.

1 threatened arrest, to have Mike arrested if
2 he didn't leave the premises and remove his
3 vehicles from the parking lot. So, Mike
4 did that.

5 Randy allegedly gave
6 keys to Mike Walker who doesn't recall; he
7 denies. Randy says he wasn't there on the
8 day the items were removed for storage.
9 But, Walker must have let them in, is what
10 Randy Trammel says. Walker denies letting
11 anybody in that day.

12 Walker says he was
13 never in the apartment before the items were
14 removed on 2/2 after eviction. However, he
15 showed Gibbs the apartment, who is the
16 ultimate purchaser of the apartment,
17 sometime before closing on 2/3/05.

18 Angel says that an
19 employee of Randy had a key and let them in
20 on the 2nd. That wasn't consistent with
21 Randy Trammel's testimony who did not give a
22 key to anybody other than Walker. He said
23 that must be how they got in was through
24 Walker. He didn't testify he had his
25 employee up there to let them in.

1 And, some of the
2 reasons for this is that Angel allowed her
3 mother to take a mirror and some wine. She
4 allowed her daughter in the building,
5 knowing that her daughter, Amanda, had had
6 some criminal problem. I don't know exactly
7 what it was. But, some. And, that Amanda
8 did not have any use for Caroline. And,
9 that she had cursed her and mocked her.
10 And, she allowed
11 Randy Trammel and/or his employees free
12 access to the apartment and building. She
13 allowed Mike Walker access. I feel like she
14 breached her duty to not allow something
15 adversely to happen to Mike's property. To
16 be totally indifferent to the consequences
17 of what might happen.

18 As of the date that
19 these items were removed, he was denied use
20 of the property January 25, 2005, I'll allow
21 him 10 percent interest from the date;
22 judgment of that date.

23 As far as
24 Defendant's claim for malfeasance,
25 misfeasance, conversion, et cetera, I find

1 there was no evidence at all in this Court
2 that there was any malfeasance, misfeasance
3 or conversion of property by Mike
4 Echevarria.

5 And, he had the Rub
6 leased for \$2800 or 3000. He had Highland
7 rented, or Crossroads, for 5000. The Alley
8 for 15 or 25 cents a square foot. Intrigue
9 for 5000. I feel like that he was really
10 energetic and doing a good job.

11 He worked several
12 hours a day. He worked very well diligently
13 and hard to get tenants to do whatever they
14 wanted to get them to come there. Like
15 Intrigue, he spent months wooing her there.

16 I don't find that he
17 converted any funds. I know he used funds
18 from the Discovery and from the NEC. But,
19 he wasn't being compensated any money. He
20 was — The deal was, he was going to split
21 after it was over.

22 I just have to find
23 I guess, that that might be implied. That
24 one has to have food to eat to survive.
25 And, not only was this food, but this was

REPORTER'S CERTIFICATE

1
2
3 I, Teresa D. Hatcher, Court
4 Reporter, do hereby certify: That I
5 reported the CHANCELLOR'S RULING IN THE
6 MATTER OF: MICHAEL ECHEVARRIA VERSUS JEAN
7 ECHEVARRIA AND THE JEAN ECHEVARRIA TRUST,
8 being case No. 05-040 on December 1, 2006.

9 The said testimony was reduced to
10 typewritten form, and the foregoing
11 transcript (Pages 1-50) is a true and
12 accurate record of said proceedings to the
13 best of my skills and ability.

14 Further, that I am neither counsel
15 for nor related to any of the parties
16 involved therein, and I have no financial or
17 otherwise interest in the outcome of these
18 proceedings whatsoever.

19 This _____ day of _____, 2006.

20

21

22

23

24 My commission expires: March 9, 2008

25

Teresa D. Hatcher
Court Reporter

1 alcohol and so forth that he bought. But, I
2 think recreation and things like that, I
3 understand that people — No life at all for
4 five years would be the same thing as being
5 in prison.

6 So, that's not a
7 stretch of my imagination to see that there
8 was implied and understood that he would be
9 using some of the funds from the NEC
10 account. And, the Discovery card was just
11 handed to him with a \$12,000 limit. And, it
12 was testified it was to cover his cost of
13 living. I don't find that these were
14 inappropriate. Certainly, not a conversion.
15 And, he's testified honestly and truthfully
16 about them, that they should be credited
17 against, or debited against what judgment he
18 has.

19 I'm going to require
20 Defendant to pay the court cost. That's all
21 my findings; all my conclusions. Mr. Kane,
22 Ms. Kane, if you'll prepare the order.

23 MR. KANE: Yes, Your Honor.

24 THE COURT: Thank you.

25 THIS CONCLUDES THE CHANCELLOR'S RULING.

STATE OF TENNESSEE

COUNTY OF WILSON

I, C. K. Smith, hereby certify that Barbara Webb is the duly and acting Clerk and Master of the Chancery Court of Wilson County, Tennessee.

This the 25th day of June, 2007

C. K. Smith
CHANCELLOR

STATE OF TENNESSEE

COUNTY OF WILSON

I, Barbara Webb, hereby certify that the Honorable C. K. Smith is the duly elected, qualified and acting Chancellor of the Chancery Court of Wilson County, Tennessee.

This the 25th day of June, 2007

Barbara Webb
CLERK AND MASTER



ORIGINAL

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FILED

JUN 29 3 55 PM '07

Chris [Signature]
CLERK OF THE COURT

CASC

CARY COLT PAYNE, ESQ.

Nevada Bar #004357

CARY COLT PAYNE, CHTD.

700 S. Eighth Street

Las Vegas, Nevada 89101

(702) 383-9010

Attorney for Petitioner,

MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the
Estate of JEAN RUTH ECHEVARRIA,

Adult Ward

Case No.: G27262

Dept. No.: H

Date: July 25, 2007

Time: 10:00 a.m.

CITATIONS TO APPEAR AND SHOW CAUSE

TO: THE PEOPLE OF THE STATE OF NEVADA;

TO: ANGEL L. ECHEVARRIA, individually, Guardian and Trustee;

TO: JEAN RUTH ECHEVARRIA;

TO: DARIUS A. BAGHAI, ESQ.;

TO: ANA ECHEVARRIA;

TO: ANTHONY ECHEVARRIA;

TO: ROBERT ECHEVARRIA;

TO: ANY PERSON HAVING ANY INTEREST IN THE JEAN R. ECHEVARRIA
TRUST(S); AND

TO: ALL OTHER INTERESTED PARTIES, ETC.

YOU ARE HEREBY CITED and required to appear before a Judge of this Court
at the date, time and place specified below and to show cause, if any you have, why

CE35

1



CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702. 383.9010 • Fax 702. 383.9049



1 ANGEL L. ECHEVARRIA should not be removed as Guardian, etc., and to further show
2 cause pursuant to the Petition filed in these proceedings.

3
4 THIS CITATION is based on the verified PETITION TO ISSUE CITATIONS FOR
5 ORDER TO SHOW CAUSE WHY THE GUARDIAN SHOULD NOT BE REMOVED
6 submitted by MICHAEL ECHEVARRIA.

DATE AND TIME OF APPEARANCE:

July 25, 2007

10:00 a.m.


District Court of the State of Nevada in and for Clark County

Family Court
601 North Pecos
Las Vegas, NV 89101-2408DATED this 22 day of June, 2007CHARLES J. SHORT
CLERK OF THE COURTBy: 

TRISTANA COX

Submitted by:

CARY COLT PAYNE, CHTD.


Cary C. Payne, Esq.
Nevada Bar #004357
700 South Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010Attorney for Petitioner
MICHAEL ECHEVARRIA

ORIGINAL

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NOH

CARY COLT PAYNE, ESQ.
Nevada Bar #004357
CARY COLT PAYNE, CHTD.
700 S. Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

FILED

JUN 29 3 58 PM '07

CR. [Signature]
CLERK OF THE COURT

Attorney for Petitioner,
MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the)
Estate of JEAN RUTH ECHEVARRIA,)
Adult Ward)

Case No.: G27262
Dept. No.: H

Date: July 25, 2007
Time: 10:00 a.m.

**NOTICE OF HEARING FOR PETITION TO ISSUE
CITATIONS FOR ORDER TO SHOW CAUSE WHY THE GUARDIAN
SHOULD NOT BE REMOVED, ETC.**

NOTICE IS HEREBY GIVEN to all persons interested in the above mentioned Guardianship that on the 25th day of July, 2007, at the hour of 10:00 a.m. in Dept. H of the above entitled court which is located in the Family Court Division of District Court in Department H, which is located at 601 North Pecos, Las Vegas, Las Vegas, Nevada, 89101, is hereby set as the time and place by the court for the hearing on the PETITION TO ISSUE CITATIONS FOR ORDER TO SHOW CAUSE WHY THE GUARDIAN SHOULD NOT BE REMOVED, ETC., filed by Petitioner, MICHAEL ECHIVARRIA, at which time all persons interested in said matter are notified and there to appear and show cause, if any they have, why said petition should not be granted. Further details concerning this Petition can be had by reviewing the court file at the office of the County Clerk, Clark County Courthouse, or by contacting the Petitioner's attorney.

////

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702. 383.9010 • Fax 702. 383.9049



1 YOU DO NOT NEED APPEAR UNLESS YOU WISH TO FILE AN OBJECTION.

2 Submitted by:

3 CARY COLT PAYNE, CHTD.
4

5 
6

7 Cary C. Payne, Esq.
8 Nevada Bar #004357
9 700 South Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

10 Attorney for Petitioner
11 MICHAEL ECHEVARRIA
12

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702.383.9010 • Fax 702.383.9049



CARY COLT PAYNE, CHTD.

700 South Eighth Street
Las Vegas, Nevada 89101
Tel: 702.383.9010 • Fax 702.383.9049



CERTIFICATE OF MAILING

The undersigned employee of CARY COLT PAYNE, CHTD., hereby certifies that on the 29th day of June, 2007, a copy of the foregoing NOTICE OF HEARING was served, by placing a copy in an envelope, postage fully prepaid, in the U.S. Mail, at Las Vegas, Nevada, said envelope addressed to:

Jean Ruth Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Angel Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, California 90121

Ana Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Anthony Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Robert Echevarria (Last known address)
10632 Penrose
Sun Valley, CA 91352

Elyse M. Tyrell, Esq.
TRENT & ASSOCIATES
8367 W. Flamingo, #100
Las Vegas, NV 89147

Elizabeth Brickfield, Esq.
LIONEL, SAWYER & COLLINS
300 S. Fourth St, #1700
Las Vegas, Nevada 89101


Sherry L. Chavez
An employee of Cary Colt Payne, Chtd.

ORIGINAL

FILED

JUN 30 12 25 PM '07

CLERK OF THE COURT

NOTC

CARY COLT PAYNE, ESQ.
Nevada Bar #004357
CARY COLT PAYNE, CHTD.
700 South Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

Attorney for Judgment Creditor,
MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the
Estate of JEAN RUTH ECHEVARRIA,
Adult Ward.

Case No.: G27262

Dept. No.: E

Date: June 27, 2007

Time: N/A

NOTICE OF FOREIGN JUDGMENT, ETC.
IN ACCORDANCE WITH NRS 17.350

TO: ALL INTERESTED PERSONS;

ANGEL L. ECHEVARRIA, as Guardian, Attorney in Fact, and
As Trustee of the JEAN RUTH ECHEVARRIA Trusts

PLEASE TAKE NOTICE that a Foreign Judgment (Exhibit "A") has been
entered, by MICHAEL ECHEVARRIA against the property of the Ward/Settlor,
Trust, etc. or the property of the ward, etc. herein, attaching the interests in
certain real property identified herein below.

The said property affected by this action are situated in the County of
Clark, State of Nevada, and more commonly known as, 12 Desert Highlands
Drive, Henderson, Nevada, legally described as:

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702. 383.9010 • Fax 702. 383.9049



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Lot Thirty-Seven (37) in Block One (1) of FINAL MAP OF
ANTHEM COUNTRY CLUB PARCE 5, as shown by map
thereof on file in Book 88 of Plats, page 33 in the office of
the County Recorder Clark County, Nevada.

APN 190-06-717-005

DATED this 29th day of June, 2007.

CARY COLT PAYNE, CHTD.



CARY C. PAYNE, ESQ.
Nevada Bar #004357
700 South Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

Attorney for Judgment Creditor,
MICHAEL ECHEVARRIA

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702. 383.9010 • Fax 702. 383.9049



**CERTIFICATE OF CERTIFIED MAILING**

The undersigned employee of CARY COLT PAYNE, CHTD., hereby certifies that on the 29th day of June, 2007, a copy of the foregoing **NOTICE OF FOREIGN JUDGMENT, ETC. AND NOTICE** was served, by placing a copy in an envelope, **certified mail** postage fully prepaid, in the U.S. Mail, at Las Vegas, Nevada, said envelope addressed to:

Angel Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Elizabeth Brickfield, Esq.
LIONEL SAWYER & COLLINS
300 South Fourth Street, #1700
Las Vegas, Nevada 89128

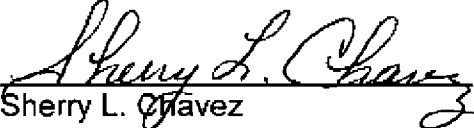

Sherry L. Chavez
An employee of Cary Colt Payne, Chtd.

EXHIBIT "A"



FILED

JUN 27 9 38 AM '07

CLERK OF THE COURT

AFFT

CARY COLT PAYNE, ESQ.

Nevada Bar #004357

CARY COLT PAYNE, CHTD.

700 S. Eighth Street

Las Vegas, Nevada 89101

(702) 383-9010

Attorney for Petitioner,
MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the
Estate of JEAN RUTH ECHEVARRIA,

Case No.: G27262

Dept. No.: H

Adult Ward

AFFIDAVIT UNIFORM ENFORCEMENT OF FOREIGN JUDGMENT
PURSUANT TO NRS 17.350

STATE OF NEVADA)

)ss.

COUNTY OF CLARK)

I, MICHAEL ECHEVARRIA, under penalty of perjury, being first duly
sworn, deposes and says:

1. I am the judgment creditor and is competent to testify to the facts
stated herein;

2. I am the Plaintiff and now Judgment Creditor located 120 Pana
Drive, Hendersonville, Tennessee 37075 in Case No. A05040 in the Chancey
Court of Wilson, Tennessee styled Michael A. Echevarria vs. the Mill at
Lebanon, LLC and The Jean Echevarria Trust and Jean Echevarria.

3. A judgment was entered in my favor the above case on January 2,
2007 against The Mill at Lebanon, Tennessee, LLC and The Jean R. Echevarria

Trust and Jean Echevarria individually in the amount of \$679,995.88, a
exemplified copy of order and transcript is attached hereto.

4. Said Judgment and order was also recorded in the Official
Records for Clark County, Nevada in Book 20070517, Instrument No. 0004538
on 5/17/07;

5. The judgment is against The Jean R. Echevarria Trust and Jean
Echevarria jointly, has not been satisfied. The name and address of the
judgment debtor is 12 Desert Highland Drive, Henderson, Nevada 89075 (no
post office);

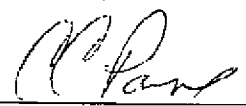
6. The judgment is valid and enforceable, and has only partially been
satisfied to wit: \$90,673 on 6/8/07;

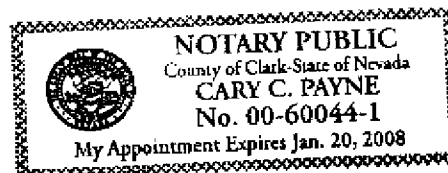
7. There are no set-offs or counterclaims in favor of the judgment
debtor;

8. The exact amount due as of the date below on the judgment
against The Jean R. Echevarria Trust and Jean Echevarria jointly and severally
is \$625,814 which continues to accrue at ten percent (10%) per year
compounded or approximately \$150 a day until satisfied.


MICHAEL A. ECHEVARRIA

SUBSCRIBED and SWORN to before me
this 26th day of June, 2007.


NOTARY PUBLIC in and for said
County and State



IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE
AT LEBANON

DEC 20 2006

ENTERED
AT 10:42 AM
JAN 03 2007

MICHAEL A. ECHEVARRIA,
Plaintiff/Counter-Defendant

v.

CASE NO.: 05040

THE MILL AT LEBANON, LLC
Defendant/Counter-Plaintiff

NOTICE OF ENTRY ✓
REQUESTED

and

THE JEAN R. ECHEVARRIA TRUST
Defendant/Counter-Plaintiff

and

JEAN ECHEVARRIA, individually
Defendant/Counter-Plaintiff

ORDER

That this cause came on to be heard upon Michael Echevarria's (hereinafter referred to as "Plaintiff"), Complaint for Breach of Contract, Unjust Enrichment, Quantum Meruit and for Restoration and Possession of Personal Residence and Returning of Personal Items against The Mill at Lebanon, LLC's, The Jean Echevarria Trust, and Jean Echevarria, individually, (hereinafter referred to as "Defendants"), Counter-Complaint filed by Defendants against Plaintiff for Mismanagement, Gross Mismanagement, Misfeasance, Malfeasance, Non-feasance, Breach of Fiduciary Duty, Concealment and Conversion of Funds, and Plaintiff's Answer to Defendants' Counter-Complaint. The matter was heard in the Chancery Court of Wilson County, Tennessee, on November 27th, 28th, 29th, 30th, and December 1st, 2006. At the trial of this matter and based upon the statements of counsel, testimony of numerous witnesses, trial briefs filed by both parties, exhibits entered by both parties and the entire record, the Court finds that:

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That based upon all the proof presented, the Court made specific findings of fact

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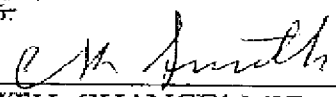
and conclusions of law which are attached hereto as *Exhibit A* and incorporated herein as if set forth in this Order verbatim.

2. That Plaintiff, Michael Echevarria, is awarded a judgment against the Defendants, The Mill at Lebanon, LLC, The Jean Echevarria Trust and Jean Echevarria, individually, for Eight Thousand (\$8,000.00) Dollars per month in reasonable compensation for his services for the benefit of Defendant from May 24, 2000 to January 25, 2005, with the judgment to draw ten percent (10%) interest from February 3, 2005. That the Court finds that, Plaintiff, Michael Echevarria, received compensation of Nineteen Thousand One Hundred Seventy-Nine Dollars and Forty-Seven Cents (\$19,179.47) from the National Bank of Commerce operating bank account and Eight Thousand Two Hundred Ninety-One Dollars and Eighty-Three Cents (\$8,291.83) from the use of the Discover card and these amounts shall be deducted from the judgment amount. The total judgment amount shall be Four Hundred Ninety-Six Thousand One Hundred Eighteen Dollars and Ninety-Four Cents (\$496,118.94) as total compensation and interest due through December 10, 2006. The interest accrual, thereafter, is \$114.68 per day.
3. That Plaintiff, Michael Echevarria, is awarded a base judgment against Defendants, The Mill at Lebanon, LLC, Jean Echevarria Trust and Jean Echevarria, Individually, in the amount of One Hundred Ten Thousand Four Hundred Nineteen Dollars and Sixty-six Cents (\$110,419.66) as repayment of the monies he loaned Defendants. Said judgment is to draw ten percent (10%) interest from March 3, 2002 for a total judgment, including interest, of One Hundred Sixty-Three Thousand One Hundred Forty-Eight Dollars and Eighty-Three Cents (\$163,148.83) through December 10, 2006. The interest accrual, thereafter, is \$30.25 per day.
4. That Plaintiff was not a tenant of Defendants but a trespasser after his discharge as President. That Defendants owed Plaintiff a duty as to the manner in which they handled his personal property. That Defendants acted indifferently as to the consequences of what happened to Plaintiff's property. That Plaintiff, Michael Echevarria, is awarded a base judgment against the Defendants, The Mill at


Lebanon, LLC, Jean Echevarria Trust and Jean Echevarria, Individually, in the amount of Seventeen Thousand Four Hundred Eighty-five (\$17,485.00) Dollars for his lost/damaged personal property. Said judgment is to draw ten percent (10%) interest from January 25, 2005, for a total judgment, including interest, of Twenty Thousand Seven Hundred Twenty-Eight Dollars and Eleven Cents (\$20,728.11) through December 10, 2006. The interest accrual, thereafter, is \$4.79 per day.

5. That the Court finds that as to Defendants' claims against Plaintiff of mismanagement, gross mismanagement, misfeasance, malfeasance, non-feasance, breach of fiduciary duty, concealment and conversion of funds in the sum of Two Million (\$2,000,000.00) Dollars, that there is no evidence at all in this Court that Plaintiff committed any of these acts and Defendants are not awarded any judgment against Plaintiff.
6. That Defendants are assessed the costs of this cause for which execution may issue.

ENTERED this the 2nd day of January, 2007.
~~December, 2006.~~

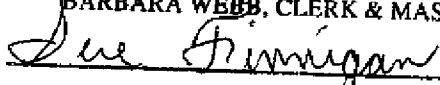

C. K. SMITH, CHANCELLOR

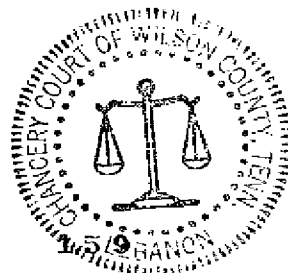
APPROVED FOR ENTRY:


BRODY KANE, #17435
ANGEL KANE, #17434
Attorneys for Plaintiff
133 South College Street
Lebanon, Tennessee 37087
(615) 444-8081

STATE OF TENNESSEE, COUNTY OF WILSON
I hereby certify the foregoing to be a true and perfect copy of the original instrument on file in this case.

25th day of June, 2007
BARBARA WEBB, CLERK & MASTER


D. C&M



CERTIFICATE OF SERVICE

I certify that on the date shown below I have given notice of appearance if required and have served a copy of the above Order on the opposing party by _____ Hand-delivery _____ Facsimile transmission to () - _____ and/or X Mailing a copy via United States Postal Service, postage prepaid, to:

Gary Vandever
Attorney at Law
P. O. Box 642
Lebanon, Tennessee 37088-0642

Brody Kane
BRODY KANE
12/20/06
DATE

1
2 IN THE CHANCERY COURT
3 OF WILSON COUNTY, TENNESSEE
4 AT LEBANON

5 MICHAEL A. ECHEVARRIA,

6 Plaintiff,

Civil Action
NO. 05-040

7 Vs

8 Defendant,

9 AND

10 THE JEAN RUIH ECHEVARRIA TRUST,

11 Defendant,

12 AND

13 JEAN ECHEVARRIA, Individually,

14 Defendant.

15
16 THE CHANCELLOR'S RULING
17 TAKEN BEFORE THE HONORABLE
18 C. K. SMITH, CHANCELLOR
19 DECEMBER 1, 2006

20
21 Teresa D. Hitcher
22 Wilson County Court Reporting
23 185 Coles Ferry Pike
24 Lebanon, Tennessee 37087
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1 APPEARANCES

2 For the Plaintiff:

3 Mr. Brock Kane
4 Mr. Brock Kane
5 133 South College Street
6 Lebanon, Tennessee 37087

7 For the Defendants:

8 Mr. Gary Vandever
9 501 Park Avenue, Suite B
10 Lebanon, Tennessee 37087

1 and versus Jean Echevarria individually.

2 And, there were also
3 counter-complaints by the Defendants
4 against Michael Echevarria.

5 The issue before this
6 Court is basically by the Plaintiff Michael
7 Echevarria against the Defendants here is a
8 breach of contract, is number one.

9 Number two, associated
10 with that breach of contract and part of the
11 problem is, that he loaned the Defendant
12 Jean Echevarria, or The Mill at Lebanon,
13 LLC, which was owned totally by Jean
14 Echevarria, or the Jean Echevarria Trust.
15 Loaned them 110,000 plus dollars, and for
16 reimbursement of the loan. And, thirdly,
17 for damages associated with a wrongful
18 ouster.

19 Then, the Defendant
20 filed a counter-suit for wrongful conversion
21 by the Plaintiff Michael Echevarria, for
22 either misfeasance, malfeasance or some
23 feassance regarding with the way he managed
24 the business. So, those are the issues
25 before the Court.

1 I've listened to
2 evidence on this matter since this week,
3 since Monday. And, it's now Friday. We
4 started on Monday at about 9 o'clock. Maybe
5 a little bit before. And, have gone
6 continuously with very few breaks in there,
7 except sleeping at night.

8 And, the attorneys
9 have done a good job. What made this a
10 little more difficult is the fact that from
11 the time this started, Jean has suffered
12 with some dementia and beginning stages of
13 Alzheimer's. And, she's had to -- A lot
14 of the testimony on her behalf has had to be
15 by her power of attorney, or trustee or
16 conservator, who actually couldn't testify
17 because she had no knowledge.

18 At the time this
19 contract was entered into, Jean was acting
20 on her own behalf. It was only a short time
21 after that she gave her power of attorney to
22 Angel. So, Angel was limited in her
23 knowledge and what she could really say
24 happened or didn't happen in that area.

25 Most of the

1 three different little buildings. There was
2 one on the east side; a small building. An
3 office building located on the west side.
4 There was another kind of a large building
5 located on the uppermost north side of this
6 property.

7 Then, there was a
8 huge building that had been -- Had parts
9 attached to it at different times during the
10 years that the building had been there.

11 When Mike first saw
12 this property, the original asking price was
13 \$1,700,000. He watched this property for
14 several months. He came up and looked at
15 it. The price dropped. But, I don't
16 remember what it dropped to. But, he began
17 to negotiate with the owners. He negotiated
18 a price of \$600,000.

19 Mike at that time
20 had very little money, from the evidence
21 I've heard. He had some equity in a house
22 located in Brentwood. I don't know how much
23 cash he had. But, he had been in business
24 with his father that used to make waterbeds.
25 They had been in California. They moved to

1 evidence has actually -- Most of this trial,
2 probably two days of the testimony, came
3 from Michael out of the three.

4 This is what I've
5 found. This is my finding of fact and
6 conclusions. And, if I make a mistake about
7 a date or name of something or someone,
8 y'all can bring that to my attention at that
9 time. But, just because you disagree with
10 my findings or holdings, you can't argue
11 anymore about it. It's over. That's over.

12 This is my findings:
13 In early 2000, Michael Echevarria found some
14 property for sale in Lebanon, Tennessee.
15 The property was known as old Woolen Mill
16 property. It had been the Woolen Mill in
17 Lebanon for many years. It had been out of
18 business for several years. The property
19 was in very bad state of disrepair.

20 Michael Echevarria
21 looked at the property on several occasions.
22 It was located on approximately 14 acres.

23 The building totally at that time was about
24 225,000 square feet. The building was added
25 onto at various times. There were two or

1 Nashville to open a business and moved there
2 too late. The business had already
3 evaporated. And, there was no more demand
4 for it. I think the building may have
5 caught on fire and burned. And, they just
6 went out of business.

7 But, he had had
8 various jobs over the years. He had made as
9 much as \$400,000 in some jobs with his dad.
10 Apparently, he was some type of
11 vice-president in that business. And, he
12 was a union buster, or line buster or
13 something once too. He said he was a man of
14 no fear.

15 Mike had this
16 property appraised by Carl Stacey on two
17 different occasions. But, in 2000, he had
18 it appraised at \$1,090,000. So, Mike felt
19 that he could buy this property for
20 \$600,000; renovate it. That he could turn
21 it into a very good income. A profitable
22 business. An income producing facility.

23 Mike approached his
24 mother Jean Echevarria in the early part of
25 2000 about the property and his plans. And,

1 apparently, she too felt like it could be a
2 profitable venture.

3 And, in the early
4 part of 2000, Jean Echevarria had \$600,000
5 in income from the \$10 million building
6 located in California. She owned one house
7 located on Gentry Drive in Henderson, Nevada.
8 She had ownership interest in another house
9 located on Gentry Drive in Henderson, Nevada
10 lived in by her daughter, Angel.

11 Plus, she had over
12 \$700,000 on deposit in an interest bearing
13 account with Wells Fargo Bank. Plus, she
14 had over \$100,000 equity she could withdraw
15 from her life insurance policy. Plus, she
16 had \$220,000 in cash. And, I don't know if
17 she had any other money. But, she had that
18 because she made a down payment — Used that
19 for part of the down payment on The Mill
20 property.

21 And, this property,
22 I'll probably refer to it as Mill property.
23 Even though when they purchased it, it was
24 purchased in the name of The Mill of
25 Lebanon, LLC probably. Or, Lebanon,

1 date they purchased it May 24, 2000. And,
2 it was sold February 3, 2005. So, I guess
3 that's four years; almost five.

4 And, when a person
5 goes into a venture like that, she knew she
6 was putting out the capital. He was going
7 to put out the work.

8 Her agent, Jean's
9 agent, or power of attorney, trustee on the
10 trust, gave Mike a credit card for living
11 expenses that she's testified to. And, it's
12 been testified to.

13 Jean Echevarria
14 here, after purchasing this property, gave
15 her daughter power of attorney. And also,
16 transferred all her properties to the Jean
17 Echevarria Trust. And, made her daughter
18 Angel the trustee as well. Exact dates on
19 that, I couldn't find readily. And, I don't
20 know that they're that important. I just
21 know that that was done. And, she was
22 acting in those capacities.

23 Jean Echevarria purchased
24 this property in the name of The Mill at
25 Lebanon, LLC for \$600,000 from the Tennessee

1 Tennessee, LLC. But, I'll just refer to it
2 as The Mill.

3 Mike and his mother
4 entered into — I find that Mike and his
5 mother entered into an expressed actual
6 verbal contract. They agreed that she would
7 provide capital. And, he would oversee the
8 renovation and management of the business.
9 And, when the business sold, that they would
10 split the profit. And, that the sale when
11 it was sold, was to be negotiated by Mike.

12 I find all this
13 reasonable. I've thought about this in my
14 mind. You know, she's putting up all the
15 money, but they knew at the time, that this
16 wouldn't be a week venture. You know, it
17 was a building. And, all of the testimony
18 has been in how bad of shape it was in.
19 And, it's still in, even though he did a
20 great deal of renovation to it. That it was
21 a weeks, months and years project.

22 And, he agreed for
23 no compensation. However, he was
24 compensated from NHA about \$19,000 over
25 these four or five years, from May — The

1 Woolen Mills, Inc. on May 24, 2000. She
2 advanced \$220,000 in cash. She borrowed
3 \$380,000 from Wells Fargo Bank and
4 collateralized it by her \$700,000 deposit
5 that she had with the bank.

6 The testimony is
7 that Mike Echevarria did all the negotiating
8 with Wells Fargo to implement this plan of
9 withdrawing this 380,000. Securing it with
10 the money that was there.

11 It's his testimony
12 that he did that. And, that these interest
13 payments that were supposed to come from the
14 700,000 plus she had there, was supposed to
15 be used to retire the \$380,000 loan. Or, at
16 least pay the interest on it. Mike payments
17 toward it, is what he's testified to. And,
18 that's the only one that has any knowledge
19 of that negotiation with the Wells Fargo and
20 this Court. The only person that had any
21 knowledge of that was himself.

22 Mike upon after
23 purchase of this property, immediately began
24 negotiation with the Bank of Nashville for
25 the construction loan. He originally

1 requested \$1,500,000. However, the bank
2 would only give them a \$700,000 line of
3 credit.

And, stated

4 something to the effect, I think it was a
5 letter, that "We'll consider the further
6 loans later." Or, something to that effect.

7 On December of 2000,
8 the Bank of Nashville loaned The Mill at
9 Lebanon, LLC a \$700,000 line of credit upon
10 the execution of a note and a mortgage on
11 The Mill property.

12 This note was signed
13 by Jean Echevarria who listed herself as the
14 manager, or managing agent, of The Mill at
15 Lebanon, LLC.

16 This money was
17 supposed to be used to renovate the
18 property known as The Mill. It's obvious.
19 You know, they bought a building, he and his
20 mother did. Or, his mother did. Put up the
21 capital. That was totally in terrible
22 shape. Couldn't be used for anything at the
23 time he purchased it.

And, it needed

1 immediate renovation. That this money, this
2 other money, was borrowed for that purpose.
3 And, I find that was the reason it was
4 borrowed, to renovate this building so that
5 it could be income producing.

6 This note provides
7 that interest was to be paid monthly. The
8 agreement basically provided that Mike would
9 oversee the renovation. Would get the
10 contractors in there. And, the proof is
11 that he actually did hands-on renovation
12 himself.

13 But, I felt like the
14 proof was that he should act somewhat like a
15 general contractor. And, once they got in a
16 position where they could find tenants, that
17 he was to market the place. To find
18 tenants. To collect rent. To keep the
19 property operating and make repairs. Answer
20 questions of tenants, et cetera.

21 And, as he was
22 making these renovations, the agreement was
23 he would contact his sister Angel for
24 payment for these people to be paid. Angel
25 Echevarria, as I've stated, had been given a

1 durable power of attorney on May 30, 2000,
2 which was five days after — Or, five or six
3 days after this property had been purchased
4 from Jean. She was given the power of
5 attorney from Jean to handle all of her
6 business affairs and asset management.

7 As I've stated
8 earlier, Jean Echevarria had also conveyed
9 all her property, including The Mill, into
10 the Jean Echevarria Trust. And, made Angel
11 trustee.

12 In addition to the
13 line of credit account with the Bank of
14 Nashville, Angel opened a draw account with
15 the Bank of Nashville to place money in from
16 the line of credit to pay for the
17 construction costs as requested by Mike.

18 Angel also opened a
19 bank account with NEC, located in Lebanon,
20 to be used for the daily operating expenses
21 incurred by Mike and renovation and
22 management of The Mill.

23 Mike also had his
24 individual personal bank account with NEC in
25 Lebanon. Mike had no signature privileges

1 on any of the accounts located with the Bank
2 of Nashville.

3 And, I'm of the
4 opinion, if my recollection is right, he
5 could withdraw from the NEC Bank in Lebanon.
6 And, he had a big checkbook that he couldn't
7 carry around with him. So, as a result of
8 it, he would occasionally write his personal
9 checks that he carried on his hip. And, I
10 think that was his testimony.

11 Mike was very
12 excited about the business. Just in May,
13 just shortly after that, he began before he
14 got any secured line of credit or anything,
15 he immediately began renovating The Mill;
16 paving, brickwork, roofing people. He began
17 to get people in there and knock walls down
18 where the building could be repaired.

19 And, he used some of
20 his personal money initially, a few thousand
21 dollars, to pay people before they got this
22 line of credit.

23 It's the only
24 testimony before this Court that he used
25 this money with the agreement of his mother.

1 And, his mother knew it was a loan. And, he
2 was to be reimbursed and paid it back.

3 Some of the work
4 that Mike did that I've made note: Rushed
5 walls down. Sandblasted the bricks. He
6 hired a company to sandblast the bricks and
7 decided it was too expensive. He could save
8 money if they just learned how to do it
9 themselves. And, they did it themselves.
10 Then, he could hire some local people, just
11 a crew, that he kind of kept working himself
12 there, cleaning up the place.

13 They cleaned up
14 trash. Cleaned up the buildings. He
15 contracted with the dumpster people to come
16 pick the trash up. He went to the zoning
17 boards and places like that to have this
18 property rezoned from manufacturing to
19 office to where they could have this type of
20 business out there. I know it was for
21 manufacturing business. And, they had to
22 have it rezoned.

23 He had some paving
24 done. And, actually had his crew to do some
25 welding of this tower and save thousands of

1 the money and not ever done a thing over
2 there.

3 But, several people
4 have testified that they saw him out there
5 hands-on working. And, that he was there
6 10, 12, 16 hours. He stayed — Eventually,
7 he moved there and lived there.

8 And, Mike built an
9 apartment and moved on the site with no
10 objection from his mother nor Angel. Mike
11 got various parts of the site renovated very
12 quickly so it could begin to produce income.

13 The areas that he
14 leased was the office area, which is located
15 on the west side of the large building. The
16 Intrigue Building, located on the north side
17 of the building. He leased that to Intrigue
18 Athletics. Highland, Crossroads, Lady
19 Godiva, which was a pub located in the big
20 building. The event room is located in the
21 big room. He got it renovated.

22 Shopper's Alley, he
23 got 15 to 25 cents a square foot of
24 different people opening up a flea market on
25 the weekends. And, he was making money off

1 dollars. Ultimately, he did some light
2 fixtures in the event room and saved many
3 thousands of dollars by taking some barrels
4 that were left there. And, he cut them in
5 half and painted them on the inside. And,
6 having the electrician to come and hook them
7 up, he was able to save thousands of
8 dollars.

9 He was very
10 energetic. And, he wanted to clean and
11 paint the different buildings. The office
12 building, the one that's been identified as
13 the Intrigue Building. I call it the
14 Intrigue Building because that's where
15 Intrigue Athletics is located. And, nobody
16 else ever gave it a name.

17 And, even the very
18 first year, Mike hosted a Christmas party
19 there in the year of 2000. That's how he
20 was really on the ball and really working
21 hard at trying to make this — Really, it's
22 evident from all the testimony, he wasn't
23 out to beat his mother. That was not his
24 goal. He was out totally — Had he been out
25 for that, I guess he could have just taken

1 part of it.

2 And, the Internet
3 Marketing, of this office building, as well
4 as Raymond Harris, an electrician, and
5 other people renting in this little office
6 space. But, it was his office at times as
7 well.

8 As Mike incurred
9 expenses, roofing material, supplies, et
10 cetera, he would notify Angel. She would
11 withdraw money from the line of credit and
12 would pay these from the Bank of Nashville
13 account. And, I think maybe sometimes pay
14 them from the NEC account. She would write
15 a check for them.

16 He never — He had
17 no check writing ability on these Bank of
18 Nashville accounts.

19 Angel also gave Mike
20 that Discovery Card with that \$12,000 limit
21 for living expenses, as I stated earlier.

22 And, everything
23 seemed to be going very well, until the
24 first part of 2002 when Mike was advised by
25 Angel that they were out of money. No more

1 money in the line of credit account at the
2 Bank of Nashville. And, as a result of
3 this, Mike had to practically cease
4 renovation.

5 Just a note. Mike
6 never had any type of regular compensation
7 during this four or five years that he was
8 there. His deal was that he would receive
9 one half of the profit after it was sold.
10 He did receive some Discovery Card benefits
11 that were personal in nature, 8 or 9,000,
12 and \$19,000 of compensation from the NEC
13 bank.

14 But, as far as
15 regular compensation, he says he didn't
16 have it. He lived off his girlfriend's
17 income basically during this period of time.
18 He was just trying to make the business go
19 so he could sell it and make a profit and
20 move on.

21 However, Mike
22 continued to renovate even after February of
23 2002 when he was advised there was no more
24 money. Mike continued to renovate to some
25 extent by loaning The Mill a total of

1 to be operating in the black.

2 Even in the last
3 part there, in the last couple of years, he
4 was able to make some payment toward the
5 default payments on this Bank of Nashville
6 loan. But he still — The business was
7 actually operating in the red. And, had
8 probably from the beginning.

9 But, with these
10 renovations, had he been able to complete
11 those, this Court finds that he could have
12 operated in the black. And, could have
13 ultimately retired these debts and sold this
14 business and make a profit. How much, I
15 don't know.

16 In 2004, The Mill
17 was operating at a loss. So, Mike agreed
18 that it should be sold. He agreed with
19 Angel, Sadat and Baghai. Baghai, if I'm
20 mispronouncing it, just correct it. He was
21 the attorney for Angel. He was out in
22 California. Sadat was the mortgage guru.
23 An advisor.

24 There was also a
25 CPA. But, I don't find that he really did a

1 \$110,419.66. And, that's broken down on
2 Exhibit #131. The substantial portion of
3 that came in 2002, the later part, after he
4 was notified about they were out of money in
5 the first part of 2002.

6 And, he also used
7 rental income to continue to help. And,
8 this money that Mike advanced here, the bulk
9 of it, came on the end there. I was
10 talking about there, came from the equity
11 from the profit he made on the sale of his
12 house that was located in Brentwood.

13 And, at the time
14 that Michael ran out of money, he was in the
15 process of completing or renovating other
16 portions of The Mill, particularly the
17 atrium, atrium area. He had torn out the
18 second floor and built stairs to it;
19 rerouted waterlines. He had planned to have
20 a number of shops and businesses on the
21 second floor overlooking the main floor.

22 And, these would
23 have been paying a sufficient — In his
24 opinion, these would have been paying a
25 sufficient amount of rental for the business

1 lot of advising about this. And, these
2 people were all, of course, located in
3 California, Nevada and various places. And,
4 less likelihood of having knowledge of local
5 things than local realtors or accountants or
6 residences in my opinion in general. I
7 wouldn't know a thing about — I don't know
8 much about property here. But, I know a lot
9 less about property located in California
10 and Nevada.

11 Mike contacted Mike
12 Walker, a real estate agent, after they
13 agreed that they would sell it. He
14 contacted Mike Walker, a real estate agent
15 with Cumberland Real Estate to sell the
16 property.

17 And, he suggested to
18 Mike the original listing price would be —
19 They kept saying \$1.9 million. But, it's
20 \$1,900,000. That was the original listing
21 price.

22 Apparently, it was
23 listed for awhile. And, no one showed any
24 interest. And, no contacts about it. No
25 offers. So, a couple of extensions were

1 listed on this listing contract. And, I
2 think it may have been lowered some.

3 But, after a while,
4 Angel and Sadat and Baghai became anxious to
5 sell this. And, I believe some of this,
6 they became anxious here because of this
7 bankruptcy of this \$12 million business that
8 Jean had owned in California. She owned a
9 building out there. And, it was producing
10 \$600,000 a year income.

11 And, she was living
12 an extravagant type of lifestyle, owning
13 houses and cars. Big houses. Big cars.
14 Doing a lot of gambling. Enjoying life the
15 way she wanted to, which was fine.

16 But, her tenant went
17 bankrupt out there. And, when he went
18 bankrupt, she lost this income. Sold the
19 building for \$10 million, but lost this
20 income there for awhile. And, when they
21 lost this income, she — I think things kind
22 of went sideways. And, people just — She
23 and her money advisors, who were not only
24 advising her, but taking a lot of her money
25 as well, and her daughter, all began to get

1 time said, "Look, things are not going
2 right. I'm just going to file suit in
3 Nevada and be appointed conservator of
4 Mother and get this all taken care of like
5 it ought to be." Because she had developed
6 dementia and early stages of Alzheimer's.

7 And, his sister
8 said, "No, I'm going to do that too. I'll
9 get this." So, she filed a petition. And,
10 she actually got appointed conservator by
11 the Nevada Court.

12 Well, not only did
13 she get appointed, Nevada approved that this
14 property up here could be sold for \$850,000.
15 And, they just decided, I guess Mike Walker
16 must have testified down there or something.
17 But, that this would be a good value for it.
18 Or, Sadat or Baghai or some of these people
19 that didn't really have very much knowledge
20 about it, except Mike Walker possibly.

21 But, The Mill was
22 ultimately sold to Gibbs for \$900,000 with
23 no input from Michael Echevarria. And,
24 Gibbs said it was worth more than 900,000.
25 He said he would have probably given \$1

1 anxious about, well, we need to do
2 something. Something is wrong. So,
3 something needs to be fixed. And, about the
4 only thing we can fix is this Mill up here.
5 If we can just recoup what we can get out of
6 it. We're losing money. And, they were
7 losing money.

8 And so, during this
9 time, they did receive an offer of \$1
10 million, with \$100,000 deposit. Well, Mike
11 Echevarria here, he decides that's just too
12 low. That is just not enough. He would not
13 accept it. He rejects it.

14 And, upon his
15 rejecting of this, that's when I think
16 that's when Angel — And, they lost that
17 sale. — and Sadat and Baghai said, "We'll
18 just cut him out." And, they cut him out.
19 They put him out of the loop. They ignored
20 his original contract with Jean.

21 And, they didn't
22 know what it was anyway because they were
23 not involved. They cut him out and said,
24 "We'll sell it." They go to court.

25 So, Mike at this

1 million for it. But, there weren't any
2 counter-offers.

3 He offered 900,000
4 and they jumped on it. They didn't say,
5 "Well, no, we'll take a million one or
6 something." They just said, "No, we'll take
7 it."

8 So, during the
9 process of all this selling, Mike here
10 decided he'd file suit in this Court and
11 adjoin the sale of this property. And, I
12 think this Court granted a temporary
13 restraining order.

14 But ultimately, this
15 Court dismissed that restraining order.
16 And, I believe it was on January 25th, not
17 only did this Court dismiss all of his suits
18 there, but this Court ordered him off the
19 property, basically I think finding that he
20 had been terminated by the owner, or by the
21 owner's power of attorney, or the trustee of
22 the trust. And, that he was merely a
23 trespasser on the property now because he
24 had no —

25 He was no tenant.

1 And, I'm finding that again here today. I
2 don't remember what all went into the
3 findings back then. And, I doubt there was
4 even a court record there. There could be,
5 but it hasn't been put before the Court this
6 week. But, I don't recall the specifics of
7 that.

8 But, I did order
9 him off the property. He had been
10 terminated. And, Angel had employed Randy
11 Trammel to be the managing agent of that
12 site called The Mill now.

13 So, he had been
14 given notice on December the 15th, a letter
15 from Angel, on behalf — In her
16 representative capacity as one of those
17 positions.

18 She was to be the
19 president. He was no longer the president.
20 For him to vacate the premises. And, he
21 didn't. He didn't vacate.

22 So, a little over a
23 month later on January 25th or the 24th,
24 this Court ordered him off. And, on the
25 25th, Randy was over there changing the

1 what happened, but I don't.

2 Just a note, Mike
3 Walker testified \$900,000 was a fair value.
4 But, he did testify he didn't make a
5 counter-offer. He testified that was a fair
6 value. But, Gibbs testified he would have
7 probably given \$1 million for it. That's
8 100,000 more dollars.

9 It was only after
10 Mike was removed from this property that he
11 learned how the \$700,000 line of credit had
12 been depleted. And, I find that it was
13 wrongfully depleted by Jean Echevarria or by
14 Angel Echevarria in her representative
15 capacity.

16 Only the —
17 Certainly of all these categories that was
18 entered on Exhibit #182, the one that stands
19 out to be the most striking evidence is that
20 for Jean to take money out of this account
21 to purchase a home with and to build a
22 swimming pool, certainly that one, without
23 any argument, could not have been
24 anticipated. And, the total of that for
25 Jean, which was for her personal benefit,

1 looks on the door. And, they had a little
2 run-in. Ordered him to get off and take his
3 cars off the property or he would be
4 arrested. So, he got off the property.

5 And, the girlfriend
6 was in the apartment. And, she had to
7 leave. And, there was just all kinds of
8 problems there.

9 And, I'm sure it was
10 a factor in my decision that day that Gibbs
11 wasn't going to buy unless Mike was off the
12 property. He was merely a trespasser. He
13 had no ownership interest in this property
14 at all. I'm sure I ordered him off because
15 I didn't want them to lose the sale. I
16 didn't want them to — He had no claim or no
17 rights to live there as a tenant or
18 anything.

19 And, there were sure
20 certain orders entered by these Nevada
21 Courts that was I think being argued to me
22 that I had to give full faith and credit.

23 It had just been a big free-for-all for
24 months and for years in many states. So, I
25 wish I had a clearer recollection of exactly

1 was 247,000. And, a lot of renovation could
2 have been done for \$247,000.

3 Several of these
4 others, he's testified, that none of these
5 others, except for the architect, were
6 supposed to be used either. And, of course,
7 the construction money was legitimate on
8 this exhibit. But, the insurance,
9 utilities, the advertising The Mill at
10 Lebanon, all these others he says, his
11 testimony is, that they were supposed — She
12 was putting up the capital. She was
13 supposed to pay these.

14 And, this hasn't
15 been rebutted. And, I don't suppose it
16 could be rebutted because Jean wasn't here
17 to testify. There was no objection to him
18 testifying to any conversations or
19 transactions between he and Jean. So, he
20 testified to those. And, there has been no
21 rebuttal.

22 He says these were
23 all anticipated that she would pay these
24 from her personal funds. She had \$600,000
25 in income a year. But, I think sure of this

1 all went away when she lost her income and
2 everybody began to grasp, "Well, what are we
3 going to do now?"

And, that's when she
began to see other people and try to figure
out what to do and take advice from people
that were charging her a lot of money.
Now, there's been
some argument about the fact that there was
\$100,000 after the house on Gerry Drive was
sold. There was \$100,000 placed in the Bank
of Nashville account. That was after some
of this \$247,000 was removed for buying the
house or property on the Desert Highland
Drive.

Then ultimately,
there was 140 something thousand, or other
monies deposited in this account with the
Bank of Nashville.

But, the \$100,000
which was made sometime in 2001 before all
the money was removed, was money that Jean
realized from the sale of her property in
Nevada. Even though it's where her daughter
lived, her daughter, the testimony is, only

1 worked two or three months in the last
2 several years. Had no income, other than
3 living off her mother, it's evident from the
4 testimony that's been before the Court.

But, she could have
made a gift to her daughter. I don't know
what the law is out there. But, I find that
the \$100,000 for this property was also in
her name, as well as her daughter's. So, I
find this was Jean's \$100,000. This was
just part of the capital outlay that -- Or,
some other reimbursements of some of the
money she removed. Some of the roughly
\$400,000.

And, as far as these
payments, these subsequent payments that
were mostly made in 2003, later part of 2002
and 2004, those years -- And, that was on
Exhibit #216 that tells exactly when those
payments were made. Those were all made
after default. After all the money was
deleted from the account. Those were made
to catch up on payments, not to put money in
the bank for renovation or construction or
repair to live up to the terms of the

1 contract.

2 So, I don't really
3 believe they are a very meaningful argument
4 there for the bulk of that money that was
5 argued. I think it was maybe \$304,192.38.
6 the bulk of that money, all but \$100,000 was
7 merely to prevent foreclosure and so forth.
8 It was payments on default, the way I
9 understand the testimony.

10 The only testimony
11 before this Court is that all the \$50,000 of
12 the money that was of the \$700,000 to the
13 Bank of Nashville, was to be used for
14 renovation of the building so it could be
15 sold and the profits split.

16 But, there was
17 evidence in the record the \$50,000 was
18 supposed to be reimbursed to Jean.

19 I find that this
20 wrongful withdrawal of these funds, as well
21 as the wrongful interference with his
22 selling this property, prevented Mike from
23 performing his contract, which was complete
24 renovation and to sell the property.

25 I find the interest

1 on the loan to Wells Fargo and the Bank of
2 Nashville were to be paid by Jean. And, not
3 from the proceeds of this building loan.
4 This building loan was to be used for
5 renovation, this line of credit. And, only
6 for that, except for the \$50,000. And, any
7 other expenditure was a wrongful expenditure
8 by Jean or her agent, power of attorney or
9 trustee.

10 In a breach of
11 contract situation, one has a right to ask
12 for specific performance, or if that cannot
13 be accomplished, and it can't be in this
14 because there's no way to determine what the
15 profit would have been had he been allowed
16 to finish and sell this property. Or in the
17 alternative, the value of his performance.

18 And, I find that
19 this is an expressed oral contract. It's
20 not implied in any form or fashion. It's
21 expressed. It may be in some form or
22 fashion, but it's actually an expressed
23 contract.

24 I find that it was
25 because of Jean Echevarria and her agents,

1 and/or agent's doings, wrongful doings, that
2 renovation wasn't finished. And, as I've
3 stated, the value of his services, he's
4 testified the value of his services in his
5 opinion would be \$8,000 per month. And,
6 the CPA testified that that was reasonable.

7 And, his services
8 was, he acted as a joint contractor. He
9 went in and dealt with the zoning people.
10 Made application for it to be rezoned from
11 manufacturing to business. He marketed the
12 different businesses there. He did
13 brochures and various things. He worked
14 with the tenants.

15 He actually
16 improvised at times, making the light
17 fixtures and digging the pit for the
18 Intrigue. He actually learned how to
19 sandblast and oversaw that work so they
20 could save money. He built a tower. He got
21 his own welder to do the work. He
22 negotiated with different contractors to get
23 a good price on everything.

24 He billed his
25 sister. And, he mailed invoices and various

1 the building and places there. Recruited
2 vendors for the Shopper's Alley.
3 He worked different
4 places trying to — And, he did finally
5 secure a construction loan or line of
6 credit. He had some commercial leases
7 prepared. He hired a local artist to do
8 some paintings for the Pub and for business
9 there in general. Oversaw the paving.

10 He had the apartment
11 built. Worked with the fire department and
12 BellSouth Pioneers for the Toys for Tots.
13 Saw that the roofing was done. Having the
14 second floor removed. And, worked
15 diligently getting tenants to be there.

16 He was collecting
17 quite a bit of rent at the time he was
18 moved out. I've got that written down
19 somewhere. I'll try to cover it.

20 So, I think when we
21 consider all the things that he did, that
22 this \$8,000 a month. And, particularly in
23 light of the fact that Angel hired Randy
24 Trammel for four weeks for \$5,000 with a lot
25 less responsibilities. And, you know, his

1 things to his sister. And, he had a bad
2 method of managing, collecting bills and
3 then mailing them to his sister. His sister
4 would keep them in a box. Nobody ever
5 looked at them.

6 But, this is
7 consistent with what he felt like his
8 duties were to manage this business,
9 oversee the construction and manage the
10 business and mail the bills to her and let
11 her pay them. He didn't have the ability to
12 write checks.

13 He also dealt with
14 engineers, structural engineers, roofing
15 people, dealt with — He had the property
16 appraised. He dealt with attorneys, Wells
17 Fargo, Bank of Nashville.

18 He replaced broken
19 bricks in the sidewalk; has his employees do
20 that. He fixed windows. Cleaned up the
21 lint room. I know he talked about that was
22 a real job. He hosted he — He marketed the
23 event room and hosted parties and various
24 things there. He dealt with the waste
25 management people. He sold scrap metal from

1 real basic responsibility was to see to it
2 that he got Mike out of there.

3 And, he didn't work
4 12 or 15 hours a day. He worked other jobs.
5 He kind of came on and left. He was just
6 overseeing the property a little bit. Not
7 overseeing construction. And, he wasn't
8 doing any constructing. He was collecting
9 some rents he said. He was only there a
10 month. He was only there a month. But, he
11 was doing very little. And, he was worth
12 5,000.

13 I did find though
14 that even though he's entitled — And, I'm
15 giving him judgment against the Defendants
16 for \$8,000 a month from May 24, 2000 until
17 the date he left, which was January 25,
18 2005.

19 He testified that he
20 did receive some compensation from NEC
21 drafts, banks, checks or something;
22 \$19,179.47. I'm offsetting the judgment of
23 that amount.

24 He testified that
25 some of the Discovery items were personal in

1 nature and should not be charged against the
2 business; \$8,291.83. And, I'm deducting
3 that amount from what he's entitled to.

4 I'm allowing this
5 judgment to draw interest from the date
6 that he was — The property was actually
7 sold. Because that's when the profit would
8 have been split would there have been
9 profit, which was 2/3/05.

10 The next issue is
11 about the money loaned. There was only
12 testimony before this Court that he loaned
13 The Mill \$110,419.66 with the agreement with
14 his mother that this was a loan and that it
15 would be repaid; paid back to him.

16 And, there was no
17 counter-evidence to this at all. He showed,
18 testified where he got the money from. From
19 the sale of his house. He only used — The
20 bulk of this money only came in after he
21 started on 1/27 after — Just immediately
22 during or before. And, after he found out
23 they were broke. There was no more money in
24 the line of credit.

25 There are various

1 other payments that he made above. He
2 testified that a lot of times, he was out
3 and had his personal checkbook. And, it was
4 easier for him just to write a check, than
5 it was to — He couldn't carry the big
6 checkbook around with him everywhere he
7 went. It was simpler for him to do that.

8 But, I'm, based upon
9 the only testimony before this Court, it was
10 a loan. And, she had agreed to this.
11 Agreed to pay him back. I'm giving him
12 judgment for that \$110,419.66 against the
13 Defendants.

14 And, 10 percent
15 interest to draw from 3/3/2002. I made that
16 from the last one. I used my discretion.
17 Because I'm not going up here on each one of
18 these \$144 on 5/19. It would be an
19 accountant's nightmare. And, I'm not going
20 to put anybody through trying to figure out
21 what that would be.

22 The last issue of
23 the Plaintiff, this wrongful ouster. As I
24 have stated, Mike Echevarria was not a
25 tenant. So, the statute referred to by the

1 Plaintiffs in the Complaint Brief does not
2 apply.

3 There was no lease.
4 No rent was paid. Just part of the big
5 picture here.

6 I find that Mike
7 Echevarria was not a tenant of Jean
8 Echevarria or The Mill, nor of The Mill,
9 LLC; of Lebanon, LLC.

10 Upon Mike Echevarria
11 being discharged as president and requested
12 to vacate December 15, 2004, he became a
13 trespasser. I find that Angel Echevarria on
14 behalf of the Jean Echevarria Trust, or
15 power of attorney or conservator, had the
16 right to enter the premises and remove Mike
17 Echevarria and his possessions.

18 Angel, in her
19 representative capacity had a duty to see
20 that the trespasser suffered no injury or
21 loss as a result of intentional, willful
22 or wanton conduct —

23 (There is an
24 interruption in
25 the proceedings.)

1 THE COURT: The landowner
2 had the duty to simply refrain from doing or
3 inflicting unnecessary or willful or wanton
4 injury to the goods of the occupant. Not
5 act with complete indifference to the
6 consequences.

7 It is evident that
8 Angel in her official capacity as some of
9 these power of attorney, president of The
10 Mill, conservator, trustee, had control of
11 The Mill after Mike was ejected on January
12 25, 2005. She or her agents are the only
13 ones that had access to the apartment or
14 building after January 25, 2005.

15 Mike has testified
16 under oath that these items were there when
17 he was removed. And, that they were not in
18 the storage when he went to pick them up.
19 These items are on Exhibit #175.

20 He has testified to
21 these items and to the value. Angel
22 testified that they helped pack these items,
23 or packed these items. It is evident from
24 looking at the pictures, that the items were
25 packed roughly, in a rough manner, loose

1 manner, whatever. A lot of items were just
2 thrown in the boxes, broken and torn up.

3 Plants were taped
4 down from the top, over the top, ruined.
5 And, she also testified that the marble
6 table was broken to pieces. Now, there was
7 a picture of it entered. I don't recall
8 when that picture was taken or if it was
9 ever testified to when. But, it wasn't in a
10 broken condition when the picture was taken.

11 There was also a
12 wooden table broken and various other items
13 of hers broken or damaged. Computers
14 damaged. Computers missing. Computers
15 taken. Files taken. Amanda walking out of
16 the building with something in her hand.
17 Mike Walker walking out of the building with
18 something in hand. There were pictures
19 evidencing this.

20 The fact that Amanda
21 cursed and mocked, made fun of Caroline, the
22 girlfriend of Mike's, on 2/2/05.

23 Angel allowed Randy
24 Trammel to change the locks, which prevented
25 Mike from removing his items. Randy Trammel

1 So, Angel says his
2 employee was up there and let them in. So,
3 apparently, there were a lot of people that
4 had keys running around. And, we don't know
5 who these people were. We don't know if
6 they had a criminal background or anything
7 else. We don't know. But, we know who was
8 in control and in charge of this building,
9 was Jean or her agent.

10 Nevertheless, I find
11 that Angel was in charge, had control of the
12 building and Mike's items. She had control
13 of them as well. Even if she acted
14 willfully, or maliciously or intentionally.
15 And, I really don't find that she acted that
16 way personally. There was some testimony
17 that she may have said something. But, she
18 said she didn't, but her daughter did.

19 But, I find that she
20 did act indifferently as to the consequences
21 of what happened to Mike's property. And,
22 therefore, Jean is liable, or The Mill is
23 liable, or the Trust is liable. All the
24 Defendants are liable to Mike for the amount
25 that he's testified to: \$17,485.

1 threatened arrest, to have Mike arrested if
2 he didn't leave the premises and remove his
3 vehicles from the parking lot. So, Mike
4 did that.

5 Randy allegedly gave
6 keys to Mike Walker who doesn't recall; he
7 denies. Randy says he wasn't there on the
8 day the items were removed for storage.
9 But, Walker must have let them in, is what
10 Randy Trammel says. Walker denies letting
11 anybody in that day.

12 Walker says he was
13 never in the apartment before the items were
14 removed on 2/2 after eviction. However, he
15 showed Gibbs the apartment, who is the
16 ultimate purchaser of the apartment,
17 sometime before closing on 2/3/05.

18 Angel says that an
19 employee of Randy had a key and let them in
20 on the 2nd. That wasn't consistent with
21 Randy Trammel's testimony who did not give a
22 key to anybody other than Walker. He said
23 that must be how they got in was through
24 Walker. He didn't testify he had his
25 employee up there to let them in.

1 And, some of the
2 reasons for this is that Angel allowed her
3 mother to take a mirror and some wine. She
4 allowed her daughter in the building,
5 knowing that her daughter, Amanda, had had
6 some criminal problem. I don't know exactly
7 what it was. But, some. And, that Amanda
8 did not have any use for Caroline. And,
9 that she had cursed her and mocked her.

10 And, she allowed
11 Randy Trammel and/or his employees free
12 access to the apartment and building. She
13 allowed Mike Walker access. I feel like she
14 breached her duty to not allow something
15 adversely to happen to Mike's property. To
16 be totally indifferent to the consequences
17 of what might happen.

18 As of the date that
19 these items were removed, he was denied use
20 of the property January 25, 2005, I'll allow
21 him 10 percent interest from the date;
22 judgment of that date.

23 As far as
24 Defendant's claim for malfeasance,
25 misfeasance, conversion, et cetera, I find

1 there was no evidence at all in this Court
 2 that there was any malfeasance, misfeasance
 3 or conversion of property by Mike
 4 Echevarria.

5 And, he had the Rib
 6 leased for \$2800 or 3000. He had Highland
 7 rented, or Crossroads, for 5000. The Alley
 8 for 15 or 25 cents a square foot. Intrigue
 9 for 5000. I feel like that he was really
 10 energetic and doing a good job.

11 He worked several
 12 hours a day. He worked very well diligently
 13 and hard to get tenants to do whatever they
 14 wanted to get them to come there. Like
 15 Intrigue, he spent months wooing her there.

16 I don't find that he
 17 converted any funds. I know he used funds
 18 from the Discovery and from the NBC. But,
 19 he wasn't being compensated any money. He
 20 was — The deal was, he was going to split
 21 after it was over.

22 I just have to find
 23 I guess, that that might be implied. That
 24 one has to have food to eat to survive.
 25 And, not only was this food, but this was

REPORTER'S CERTIFICATE

1
 2
 3 I, Teresa D. Hatcher, Court
 4 Reporter, do hereby certify: That I
 5 reported the CHANCELLOR'S RULING IN THE
 6 MATTER OF: MICHAEL ECHEVARRIA VERSUS JEAN
 7 ECHEVARRIA AND THE JEAN ECHEVARRIA TRUST,
 8 being case No. 05-040 on December 1, 2006.

9 The said testimony was reduced to
 10 typewritten form, and the foregoing
 11 transcript (Pages 1-50) is a true and
 12 accurate record of said proceedings to the
 13 best of my skills and ability.

14 Further, that I am neither counsel
 15 for nor related to any of the parties
 16 involved therein, and I have no financial or
 17 otherwise interest in the outcome of these
 18 proceedings whatsoever.

19 This _____ day of _____, 2006.

20

21

22

23

Teresa D. Hatcher
 Court Reporter

24 My commission expires: March 9, 2008

25

1 alcohol and so forth that he bought. But, I
 2 think recreation and things like that, I
 3 understand that people — No life at all for
 4 five years would be the same thing as being
 5 in prison.

6 So, that's not a
 7 stretch of my imagination to see that there
 8 was implied and understood that he would be
 9 using some of the funds from the NBC
 10 account. And, the Discovery card was just
 11 handed to him with a \$12,000 limit. And, it
 12 was testified it was to cover his cost of
 13 living. I don't find that those were
 14 inappropriate. Certainly, not a conversion.
 15 And, he's testified honestly and truthfully
 16 about them, that they should be credited
 17 against, or debited against what judgment he
 18 has.

19 I'm going to require
 20 Defendant to pay the court cost. That's all
 21 my findings; all my conclusions. Mr. Kane,
 22 Ms. Kane, if you'll prepare the order.

3 MR. KANE: Yes, Your Honor.

24 THE COURT: Thank you.

25 THIS CONCLUDED THE CHANCELLOR'S RULING.

STATE OF TENNESSEE

COUNTY OF WILSON

I, C. K. Smith, hereby certify that Barbara Webb is the duly and acting Clerk and Master of the Chancery Court of Wilson County, Tennessee.

This the 25th day of June, 192007

C. K. Smith
CHANCELLOR

STATE OF TENNESSEE

COUNTY OF WILSON

I, Barbara Webb, hereby certify that the Honorable C. K. Smith is the duly elected, qualified and acting Chancellor of the Chancery Court of Wilson County, Tennessee.

This the 25th day of June, 192007

Barbara Webb
CLERK AND MASTER



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CLERK OF THE COURT

CASC

CARY COLT PAYNE, ESQ.
Nevada Bar #004357
CARY COLT PAYNE, CHTD.
700 S. Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

Attorney for Petitioner,
MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the	)	Case No.: G27262
Estate of JEAN RUTH ECHEVARRIA,	)	Dept. No.: H
)	
Adult Ward	)	Date: July 25, 2007
	)	Time: 10:00 a.m.

CERTIFICATE OF MAILING

The undersigned employee of CARY COLT PAYNE, CHTD., hereby certifies that on the 3rd day of July, 2007, a copy of the Citation To Appear and Show Cause was served, by **certified mail** by placing a copy in an envelope, postage fully prepaid, in the U.S. Mail, at Las Vegas, Nevada, said envelope addressed to:

Jean Ruth Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Angel Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, California 90121

Ana Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

CARY COLT PAYNE, CHTD.

700 South Eighth Street
Las Vegas, Nevada 89101

Tel: 702.383.9010 • Fax 702.383.9049

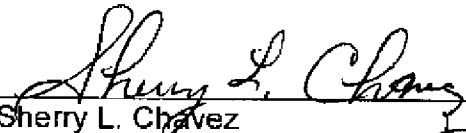




1 Anthony Echevarria
2 12 Desert Highland Drive
3 Henderson, Nevada 89052

4 Robert Echevarria
5 10632 Penrose
6 Sun Valley, CA 91352

7 Elizabeth Brickfield, Esq.
8 LIONEL, SAWYER & COLLINS
9 300 S. Fourth St, #1700
10 Las Vegas, Nevada 89101

11 
12 Sherry L. Chavez
13 An employee of Cary Colt Payne, Chtd.
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JUL 3 11 39 AM '07

CLERK OF THE COURT

CASC

CARY COLT PAYNE, ESQ.

Nevada Bar #004357

CARY COLT PAYNE, CHTD.

700 S. Eighth Street

Las Vegas, Nevada 89101

(702) 383-9010

Attorney for Petitioner,

MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the
Estate of JEAN RUTH ECHEVARRIA,

Adult Ward

Case No.: G27262

Dept. No.: H

Date: July 25, 2007

Time: 10:00 a.m.

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Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, California 90121

Ana Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702. 383-9010 • Fax 702. 383-9049



CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

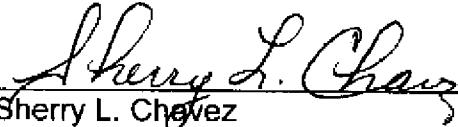
Tel: 702.383.9010 • Fax 702.383.9049



1 Anthony Echevarria
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3 Henderson, Nevada 89052

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7 Elizabeth Brickfield, Esq.
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12 Sherry L. Chavez
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Cheryl J. Payne
CLERK OF THE COURT

CASC

CARY COLT PAYNE, ESQ.
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CARY COLT PAYNE, CHTD.
700 S. Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

Attorney for Petitioner,
MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the)
Estate of JEAN RUTH ECHEVARRIA,)

Case No.: G27262
Dept. No.: H


Adult Ward)

Date: July 25, 2007
Time: 10:00 a.m.

CERTIFICATE OF MAILING

The undersigned employee of CARY COLT PAYNE, CHTD., hereby certifies that on the 5th day of July, 2007, a copy of the Citation To Appear and Show Cause was served, by **certified mail** by placing a copy in an envelope, postage fully prepaid, in the U.S. Mail, at Las Vegas, Nevada, said envelope addressed to:

Robert Echevarria
P. O. Box 5496
Mohave Valley, Arizona 86446


Sherry L. Chavez
An employee of Cary Colt Payne, Chtd.

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702.383.9010 • Fax 702.383.9049



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CLERK OF THE COURT

CASC

CARY COLT PAYNE, ESQ.
Nevada Bar #004357
CARY COLT PAYNE, CHTD.
700 S. Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

Attorney for Petitioner,
MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the	)	Case No.: G27262
Estate of JEAN RUTH ECHEVARRIA,	)	Dept. No.: H
)	
Adult Ward	)	Date: July 25, 2007
	)	Time: 10:00 a.m.

CITATIONS TO APPEAR AND SHOW CAUSE

TO: THE PEOPLE OF THE STATE OF NEVADA;

TO: ANGEL L. ECHEVARRIA, individually, Guardian and Trustee;

TO: JEAN RUTH ECHEVARRIA;

TO: DARIUS A. BAGHAI, ESQ.;

TO: ANA ECHEVARRIA;

TO: ANTHONY ECHEVARRIA;

TO: ROBERT ECHEVARRIA;

TO: ANY PERSON HAVING ANY INTEREST IN THE JEAN R. ECHEVARRIA TRUST(S); AND

TO: ALL OTHER INTERESTED PARTIES, ETC.

YOU ARE HEREBY CITED and required to appear before a Judge of this Court at the date, time and place specified below and to show cause, if any you have, why

CARY COLT PAYNE, CHTD.

700 South Eighth Street
Las Vegas, Nevada 89101

Tel: 702. 383.9010 • Fax 702. 383.9049



1 ANGEL L. ECHEVARRIA should not be removed as Guardian, etc., and to further show
2 cause pursuant to the Petition filed in these proceedings.

3 THIS CITATION is based on the verified PETITION TO ISSUE CITATIONS FOR
4 ORDER TO SHOW CAUSE WHY THE GUARDIAN SHOULD NOT BE REMOVED
5 submitted by MICHAEL ECHEVARRIA.
6

7
8 DATE AND TIME OF APPEARANCE:

July 25, 2007

10:00 a.m.

9
10 District Court of the State of Nevada in and for Clark County

11 Family Court

12 601 North Pecos

13 Las Vegas, NV 89101-2408

14 DATED this July 19 2007, 2007


CHARLES J. SHORT

15 CLERK OF THE COURT

16  TRISTANA COX
17

18 Submitted by:

19 CARY COLT PAYNE, CHTD.

20
21 
22 Cary C. Payne, Esq.
23 Nevada Bar #004357
24 700 South Eighth Street
25 Las Vegas, Nevada 89101
(702) 383-9010

26 Attorney for Petitioner
27 MICHAEL ECHEVARRIA
28

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702. 383.9010 • Fax 702. 383.9049





NOH
CARY COLT PAYNE, ESQ.
Nevada Bar #004357
CARY COLT PAYNE, CHTD.
700 S. Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

Attorney for Petitioner,
MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the	)	Case No.: G27262
Estate of JEAN RUTH ECHEVARRIA,	)	Dept. No.: H
)	
Adult Ward	)	Date: July 25, 2007
	)	Time: 10:00 a.m.

**NOTICE OF HEARING FOR PETITION TO ISSUE
CITATIONS FOR ORDER TO SHOW CAUSE WHY THE GUARDIAN
SHOULD NOT BE REMOVED, ETC.**

NOTICE IS HEREBY GIVEN to all persons interested in the above mentioned Guardianship that on the 25th day of July, 2007, at the hour of 10:00 a.m. in Dept. H of the above entitled court which is located in the Family Court Division of District Court in Department H, which is located at 601 North Pecos, Las Vegas, Las Vegas, Nevada, 89101, is hereby set as the time and place by the court for the hearing on the PETITION TO ISSUE CITATIONS FOR ORDER TO SHOW CAUSE WHY THE GUARDIAN SHOULD NOT BE REMOVED, ETC., filed by Petitioner, MICHAEL ECHIVARRIA, at which time all persons interested in said matter are notified and there to appear and show cause, if any they have, why said petition should not be granted. Further details concerning this Petition can be had by reviewing the court file at the office of the County Clerk, Clark County Courthouse, or by contacting the Petitioner's attorney.

/////

1 YOU DO NOT NEED APPEAR UNLESS YOU WISH TO FILE AN OBJECTION.

2 Submitted by:

3
4 CARY COLT PAYNE, CHTD.

5 

6 Cary C. Payne, Esq.
7 Nevada Bar #004357
8 700 South Eighth Street
9 Las Vegas, Nevada 89101
(702) 383-9010

10 Attorney for Petitioner
11 MICHAEL ECHEVARRIA

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702. 383.9010 • Fax 702. 383.9049



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CLERK OF THE COURT

CASC

CARY COLT PAYNE, ESQ.

Nevada Bar #004357

CARY COLT PAYNE, CHTD.

700 S. Eighth Street

Las Vegas, Nevada 89101

(702) 383-9010

Attorney for Petitioner,

MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the
Estate of JEAN RUTH ECHEVARRIA,

Adult Ward

Case No.: G27262

Dept. No.: H

Date: July 25, 2007

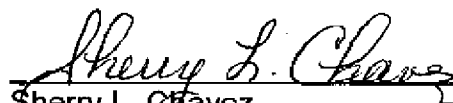
Time: 10:00 a.m.

CERTIFICATE OF MAILING

The undersigned employee of CARY COLT PAYNE, CHTD., hereby certifies that on the 5th day of July, 2007, a copy of the Notice of Hearing for Petition To Issue Citations For Order To Show Cause Why The Guardian Should Not Be Removed, and Citation To Appear and Show Cause was served, by **certified mail** by placing a copy in an envelope, postage fully prepaid, in the U.S. Mail, at Las Vegas, Nevada, said envelope addressed to:

Joseph Martinez
6051 San Rafael Drive
Buena Park, CA 90620

Amanda Echevarria
c/o Angel Echevarria
12 Desert Highland Drive
Henderson, NV 89052


Sherry L. Chavez
An employee of Cary Colt Payne, Chtd.

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702. 383.9010 • Fax 702. 383.9049



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CLERK OF THE COURT

CASC

CARY COLT PAYNE, ESQ.

Nevada Bar #004357

CARY COLT PAYNE, CHTD.

700 S. Eighth Street

Las Vegas, Nevada 89101

(702) 383-9010

Attorney for Petitioner,

MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the
Estate of JEAN RUTH ECHEVARRIA,

Adult Ward

Case No.: G27262

Dept. No.: H

Date: July 25, 2007

Time: 10:00 a.m.

CITATIONS TO APPEAR AND SHOW CAUSE

TO: THE PEOPLE OF THE STATE OF NEVADA;

TO: ANGEL L. ECHEVARRIA, individually, Guardian and Trustee;

TO: JEAN RUTH ECHEVARRIA;

TO: DARIUS A. BAGHAI, ESQ.;

TO: ANA ECHEVARRIA;

TO: ANTHONY ECHEVARRIA;

TO: ROBERT ECHEVARRIA;

TO: ANY PERSON HAVING ANY INTEREST IN THE JEAN R. ECHEVARRIA
TRUST(S); AND

TO: ALL OTHER INTERESTED PARTIES, ETC.

YOU ARE HEREBY CITED and required to appear before a Judge of this Court
at the date, time and place specified below and to show cause, if any you have, why

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702. 383.9010 • Fax 702. 383.9049



1 ANGEL L. ECHEVARRIA should not be removed as Guardian, etc., and to further show
2 cause pursuant to the Petition filed in these proceedings.

3
4 THIS CITATION is based on the verified PETITION TO ISSUE CITATIONS FOR
5 ORDER TO SHOW CAUSE WHY THE GUARDIAN SHOULD NOT BE REMOVED
6 submitted by MICHAEL ECHEVARRIA.

7
8 DATE AND TIME OF APPEARANCE:

July 25, 2007

10:00 a.m.

9
10 District Court of the State of Nevada in and for Clark County

11 Family Court

12 601 North Pecos

13 Las Vegas, NV 89101-2408

14 DATED this day of 9 2007, 2007

CHARLES J. SHORT

15 CLERK OF THE COURT

16  TRISTANA COX
17

18 Submitted by:

19 CARY COLT PAYNE, CHTD.

20
21 

22 Cary C. Payne, Esq.

23 Nevada Bar #004357

24 700 South Eighth Street

25 Las Vegas, Nevada 89101

(702) 383-9010

26 Attorney for Petitioner

27 MICHAEL ECHEVARRIA
28



1 NOH

2 CARY COLT PAYNE, ESQ.

3 Nevada Bar #004357

4 CARY COLT PAYNE, CHTD.

5 700 S. Eighth Street

6 Las Vegas, Nevada 89101

7 (702) 383-9010

8 Attorney for Petitioner,

9 MICHAEL ECHEVARRIA

10 DISTRICT COURT

11 CLARK COUNTY, NEVADA

12 In the Matter of the Guardianship of the)
13 Estate of JEAN RUTH ECHEVARRIA,)

Case No.: G27262

Dept. No.: H

14 Adult Ward)

Date: July 25, 2007

Time: 10:00 a.m.

15 **NOTICE OF HEARING FOR PETITION TO ISSUE**
 16 **CITATIONS FOR ORDER TO SHOW CAUSE WHY THE GUARDIAN**
 17 **SHOULD NOT BE REMOVED, ETC.**

18 NOTICE IS HEREBY GIVEN to all persons interested in the above mentioned
 19 Guardianship that on the 25th day of July, 2007, at the hour of 10:00 a.m. in Dept. H of
 20 the above entitled court which is located in the Family Court Division of District Court in
 21 Department H, which is located at 601 North Pecos, Las Vegas, Las Vegas, Nevada,
 22 89101, is hereby set as the time and place by the court for the hearing on the PETITION
 23 TO ISSUE CITATIONS FOR ORDER TO SHOW CAUSE WHY THE GUARDIAN
 24 SHOULD NOT BE REMOVED, ETC., filed by Petitioner, MICHAEL ECHIVARRIA, at
 25 which time all persons interested in said matter are notified and there to appear and
 26 show cause, if any they have, why said petition should not be granted. Further details
 27 concerning this Petition can be had by reviewing the court file at the office of the County
 28 Clerk, Clark County Courthouse, or by contacting the Petitioner's attorney.

/////

1 YOU DO NOT NEED APPEAR UNLESS YOU WISH TO FILE AN OBJECTION.

2 Submitted by:

3
4 CARY COLT PAYNE, CHTD.

5 

6 Cary C. Payne, Esq.
7 Nevada Bar #004357
8 700 South Eighth Street
9 Las Vegas, Nevada 89101
(702) 383-9010

10 Attorney for Petitioner
11 MICHAEL ECHEVARRIA

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702. 383.9010 • Fax 702. 383.9049



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CLERK OF THE COURT
CLERK OF THE COURT

MOT
Lionel Sawyer & Collins
Elizabeth Brickfield, Bar No. 6236
Meredith Stow, Bar No. 9203
300 South 4th Street
Las Vegas, NV 89101
(702) 383-8888 (phone)
Attorney for Guardian and Trustee Angel Echevarria

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the) Case No.: G 27262
Person and Estate of) Dept. No.: H
JEAN R. ECHEVARRIA,)
an adult ward.)

MOTION TO STAY ENFORCEMENT OF JUDGMENT AND EXPUNGE LIEN

Angel L. Echevarria, as Guardian of Jean Echevarria and as Trustee of the Jean Ruth Echevarria Trusts, by and through her attorney, Elizabeth Brickfield Esq., respectfully moves this Court for an Order expunging the lien and staying enforcement of the Judgment entered on June 27, 2007. This Motion to Stay Enforcement of the Judgment and to Expunge the Lien is made pursuant to Nevada Revised Statutes 17.360 and 17.370, the Points and Authorities that follow, and the pleadings and papers already on file in this matter.

Dated this 17 day of July, 2007.

LIONEL SAWYER & COLLINS

By *Elizabeth Brickfield*
Elizabeth Brickfield, Bar No. 6236
Meredith Stow, Bar No. 9203
Lionel Sawyer & Collins
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101
Attorneys for Guardian Angel Echevarria

MC

Page 1 of 7

CE35

1
2
3 NOTICE OF MOTION

4 TO: All parties and their counsel of record:

5 Please take notice that the undersigned will bring the above motion for hearing before the
6 above entitled Court at _____ o'clock, on 8-22-07 of _____, 2007, or as
7 9:00 AM
8 soon thereafter as counsel can be heard.

9 Dated this 24 day of July, 2007.

10 LIONEL SAWYER & COLLINS

11 By [Signature]
12 Elizabeth Brickfield, Bar No. 6236
13 Meredith Stow, Bar No. 9203
14 Lionel Sawyer & Collins
15 300 South Fourth Street, Suite 1700
16 Las Vegas, Nevada 89101
17 Attorneys for Guardian Angel Echevarria

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

1. Angel L. Echevarria, as Guardian of Jean Echevarria and as Trustee of the Jean Ruth Echevarria Trust, brings this motion to stay judgment and expunge a lien that her brother, Michael Echevarria, has improperly recorded against the Trust and against his mother, Jean Echevarria, before judgment has become final and enforceable.

II. STATEMENT OF FACTS

2. On January 7, 2005 this Court expressly found that the Mill (which is the subject of the underlying litigation in this matter) was owned by the Jean Ruth Echevarria Trust and therefore subject to the jurisdiction of the Nevada courts and that Michael was subject to the jurisdiction of the Nevada courts (Order Appointing Angel Echevarria as General Guardian, Jan. 7, 2005). Despite this express finding of jurisdiction in Nevada, Michael sued the Trust and Jean in Tennessee. Jean was forced to retain Tennessee counsel to defend the actions.

3. On January 3, 2007, Michael Echevarria was awarded a judgment for \$625,814 in the Chancery Court of Wilson County, Tennessee at Lebanon.

4. On May 11, 2007, Angel L. Echevarria filed a Notice of Appeal appealing the case from the Chancery Court of Wilson County to the Tennessee Court of Appeals (a copy of the Notice of Appeal is attached as Exhibit "A").

5. On May 16, 2007, Michael Echevarria filed a Notice of Lien and Judgment in the District Court for Clark County, Nevada seeking to enforce the judgment of the Tennessee Court.

6. On June 8, 2007, Angel L. Echevarria posted a bond on property owned by Jean Echevarria in San Mateo, California that had an approximate value of \$10,000,000 (in which Jean has a one-half interest as tenant in common).

1 7. On June 27, 2007, before the appeal had concluded and judgment in Tennessee was
2 final and enforceable, Michael Echevarria filed a Notice of Foreign Judgment in the District Court
3 for Clark County, to place a lien on the *personal* residence of Jean Echevarria. Michael did this
4 despite knowing that a bond to secure payment of the judgment had already been issued that attached
5 to property with a value in excess of seven times the judgment entered (a copy of the Appeal Bond
6 is attached as Exhibit "B").

8 II. **THIS COURT MUST STAY ENFORCEMENT OF THE JUDGMENT AND**
9 **EXPUNGE THE LIEN PURSUANT TO NRS 17.360 AND 17.370**

10 8. This Court must stay enforcement of the judgment entered by Michael Echevarria.
11 NRS 17.370 provides that a judgment debtor may stay enforcement of a foreign judgment if the
12 judgment debtor can show that an appeal from the foreign judgment is pending. NRS 17.360
13 provides that no process of enforcement, such as a lien, may issue until 30 days after a proper notice
14 is filed.

15
16 9. NRS 17.370 states:

17 1. If the judgment debtor shows the court that an **appeal from the foreign judgment**
18 **is pending** or will be taken, or that a stay of execution has been granted, **the court shall stay**
19 **enforcement** of the foreign judgment until the appeal is concluded, the time for appeal
20 expires or the stay of execution expires or is vacated, upon proof that the judgment debtor
21 has furnished the security for the satisfaction of the judgment required by the state in which
22 it was rendered.

23 10. NRS 17.360 states:

24 1. At the time of the filing of the foreign judgment, the judgment creditor or his attorney
25 shall file with the clerk of the court an affidavit setting forth the name and last known post
26 office address of the judgment debtor and the judgment creditor. The affidavit must also
27 include a statement that **the foreign judgment is valid and enforceable**, and the extent to
28 which it has been satisfied.

3. **No execution or other process for enforcement of a foreign judgment may issue until**
30 days after the date of mailing the notice of filing.

1 11. In this matter, the judgment entered by Michael is still pending appeal and has not
2 been concluded. As such, the Court must stay enforcement of the foreign judgment. NRS 17.360
3 requires that a lien not be issued until 30 days after a notice of filing and that a notice of filing may
4 not be filed until the foreign judgment is valid and enforceable. Until the appeal has concluded and
5 there is a final judgment, there is no enforceable judgment on which to attach a lien. As such, the
6 lien should be expunged.

8 **III. IT IS IN THE WARD'S BEST INTEREST FOR THE LIEN TO BE EXPUNGED.**

9 12. Because of the lien placed on the Ward's property, the property cannot be sold and
10 the funds used for her benefit and support. The Ward and Ms. Echevarria are planning on moving
11 to Texas to be closer to family and to downsize. They would like to sell the Ward's current
12 residence, pay off the Ward's debts, move close to family in Texas, and buy a smaller home for them
13 to live in. This will be in the Ward's best interests because it will bring her closer to other family
14 members, pay off her debts, ensure that she will not run out of funds, and provide her with a better
15 quality of life.

16 13. However, with Michael's lien on the Ward's property, it cannot be sold. The Ward
17 is essentially trapped in her high-cost residence in Las Vegas, when it would be in her best interests
18 to be able to move with her daughter to Texas to enjoy more contact with family members and a
19 more fiscally sound and enjoyable quality of life.

20 14. Michael's interests are already protected without the lien on the Ward's house,
21 because he has already placed a lien on the Ward's income-producing properties in California, which
22 are more valuable than the house. Allowing Michael to keep this improper lien on the Ward's home
23 is needlessly preventing her from enjoying a better and more financially sound life.

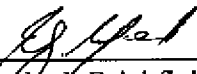
24 ///

1 **IV. CONCLUSION**

2 15. Based upon the foregoing, Angel L. Echevarria, as Guardian of Jean Echevarria and
3 as Trustee of the Jean Ruth Echevarria Trusts, respectfully requests that the Court grant her Motion
4 to Stay Enforcement of Judgment and to Expunge the Lien.
5

6 Dated this 27 day of July, 2007.

7 LIONEL SAWYER & COLLINS

8
9 By 
10 Elizabeth Brickfield, Bar No. 6236
11 Meredith Stow, Bar No. 9203
12 Lionel Sawyer & Collins
13 300 South Fourth Street, Suite 1700
14 Las Vegas, Nevada 89101
15 Attorneys for Guardian Angel Echevarria
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CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of July, 2007, service of the foregoing MOTION TO STAY ENFORCEMENT OF JUDGMENT AND EXPUNGE LIEN was made by U. S. Mail addressed to the following address:

Elyse Tyrell, Esq.
Trent Tyrell & Phillips
11920 Southern Highlands Parkway, Suite 200
Las Vegas, NV 89141
Guardian Ad Litem

Cary Colt Payne, Esq.
700 S. Eighth Street
Las Vegas, NV 89101
Counsel for Michael Echevarria

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding documents entitled,

Angel Echevarria's Motion to Stay Enforcement of Judgment and Expunge Lien

as filed in Family Court-District Court as Case number G 27262 in Department H

☒ Does not contain the social security number of any person.

- OR -


☐ Contains the social security number of a person as required by:

A. A specific state or federal law, to wit:

(State specific law)

- OR -

B. For the administration of a public program or for an application
for a federal or state grant.



Signature

July 24, 2007

Date

ELIZABETH BRICKFIELD, ESQ.

Print Name

EXHIBIT "A"

MOTION TO STAY ENFORCEMENT OF JUDGMENT AND EXPUNGE LIEN

NOTICE OF APPEAL

FILED

Style: MICHAEL A. ECHEVARRIA

MAY 11 2007 11:30 P.M.

BARBARA WEBB, CLERK & MASTER
CLERK OF COURT WILSON CO, TN

THE MILL AT LEBANON, LLC and THE JEAN R. ECHEVARRIA TRUST
and JEAN ECHEVARRIA, Individually

Notice: Notice is hereby given that The Mill at Lebanon, LLC and The Jean R. Echevarria Trust
and Jean Echevarria, Individually (List Name(s) of all appealing party(ies) *Use
Additional sheet if necessary*

appeals as follows:

Appeal to: ☐ Supreme Court ☐ Post-Conviction ☐ Parental Termination
☐ Worker's Comp Case ☐ Capital Case
☒ Court of Appeals ☐ Court of Criminal Appeals

Appealed from: ☐ Circuit ☒ Chancery ☐ Criminal (☐ Misdemeanor ☐ Felony)
☐ Juvenile ☐ Probate ☐ General Sessions ☐ Claims Commission

County: WILSON Trial Court No.: 05-040

Trial Judge: C.K. SMITH File Date of Judgment Appealed: 04/18/2007

Bond on appeal is: ☒ Filed (Copy Attached) ☐ Indigent ☐ Not required ☐ Cash bond

If not required, state reason: _____

(**Copy of Affidavit/Order of Indigency must be attached**)

Appellant(s)

[Party(ies) initiating the appeal]

Appellant: Jean Echevarria At trial: ☐ Plaintiff ☒ Defendant

Party's Address: 12 Desert Highland Drive, Henderson, Nevada 89052

Party's Telephone: 702-263-8736

* Attach an additional sheet for each additional Appellant *

Appellee(s)

Appellee: Michael A. Echevarria At trial: ☒ Plaintiff ☐ Defendant

Appellee's Address: c/o Brody Kane, 133 South College Street, Lebanon, TN 37087

Attorney's Name: Brody Kane

BPR#: 17435

Attorney's Address: 133 South College Street, Lebanon, TN 37087 Phone: 615-444-8081

* Attach an additional sheet for each additional Appellee *

Attorney or Pro Se Party(ies):

GARY VANDEVER

6695

Name (please print)

Signature

BPR Number

Address of Attorney or Pro Se Party: 501 PARK AVENUE, SUITE B

LEBANON, TN 37087

NOTICE OF APPEAL
(CONTINUED)

Style: MICHAEL A. ECHEVARRIA
v.
THE MILL AT LEBANON, LLC and THE JEAN R. ECHEVARRIA TRUST
and JEAN ECHEVARRIA, individually

Appellant(s)
[party(ies) initiating the appeal]

Appellant: <u>Jean Echevarria Trust</u>	At trial:	Defendant
Party's Address: <u>12 Desert Highland Drive, Henderson, Nevada 89052</u>		

Appellant: <u>The Mill at Lebanon, LLC</u>	At trial:	Defendant
Party's Address: <u>12 Desert Highland Drive, Henderson, Nevada 89052</u>		

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been served upon :

Brody Kane

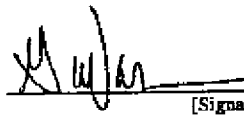
Attorney for Appellee

133 South College Street

Lebanon, TN 37087

[Insert Attorney's Name/Address and Indicate Attorney for Appellant or Appellee]

by placing the same, postage prepaid in the United States Mail on this the 11th day of May,
2007.


[Signature]

Gary Vandever

Attorney for Appellants
[Party's address]

PO Box 642
Lebanon, TN 37088-0642

[Indicate here if acting pro se]

EXHIBIT "B"

MOTION TO STAY ENFORCEMENT OF JUDGMENT AND EXPUNGE LIEN

STATE OF TENNESSEE 15 TH JUDICIAL DISTRICT CHANCERY COURT	APPEAL BOND	CASE FILE NUMBER 04-418
APPELLANT (Party appealing) THE MILL AT LEBANON, LLC THE JEAN R ECHEVARRIA TRUST JEAN ECHEVARRIA, Individually	APPELLEE MICHAEL A ECHEVARRIA	
APPEAL TO: <input checked="" type="checkbox"/> Court of Appeals <input type="checkbox"/> Supreme Court	BOND AMOUNT \$679,995.88	DATE BOND EXECUTED

BOND

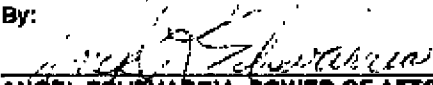
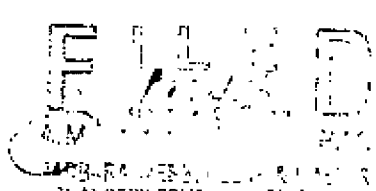
We, the undersigned, agree to pay MICHAEL A ECHEVARRIA

An amount not to exceed the bond amount indicated if so ordered. This bond is conditioned to secure:

☐ Costs (See T.R.A.P. 8.)

☒ Payment of the judgment, interest, damages for delay, and costs on appeal. (This clause should be checked if bond is for stay of a judgment directing the payment of money; See T.R.C.P. 62.05)

☐ Obedience to the judgment and payment for the use, occupancy, detention, and damage or waste of the property from the time of appeal until delivery of possession of the property, and costs on appeal. (This clause should be checked if bond is for stay of a judgment ordering the assignment, sale, delivery, or possession of personal or real property; See T.R.C.P. 62.05)

PRINCIPAL (Name, Address, Signature) JEAN ECHEVARRIA 12 DESERT HIGHLAND DRIVE HENDERSON, NEVADA 89052 By:  ANGEL ECHEVARRIA, POWER OF ATTORNEY for JEAN RUTH ECHEVARRIA, TRUSTEE of the JEAN RUTH ECHEVARRIA TRUST	SURETY (Name, Address, Signature) 
--	--

PROPERTY BOND STATEMENT

I solemnly swear that I own the following property in the county indicated and that this property is free and unencumbered and is worth approximately the amount indicated. I pledge this property to secure this obligation under the conditions set forth above.

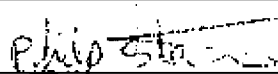
COUNTY: SAN MATEO, CALIFORNIA APPROXIMATE VALUE: \$1,000,000

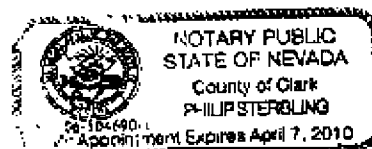
DESCRIPTION OF PROPERTY: (Copy of deed must be attached.)

STATE OF NEVADA
COUNTY OF CLARK

Sworn to & subscribed before me this date 8TH day of June 2007 by ANGEL ECHEVARRIA, POWER OF ATTORNEY FOR JEAN RUTH ECHEVARRIA, TRUSTEE OF THE JEAN RUTH ECHEVARRIA TRUST

My Commission Expires: 4-7-2010


NOTARY PUBLIC



1 SUPP
2 ELIZABETH BRICKFIELD, ESQ.
3 Nevada State Bar No. 6236
4 LIONEL SAWYER & COLLINS
5 1700 Bank of America Plaza
6 300 South Fourth Street
7 Las Vegas, Nevada 89101
8 (702) 383-8888

FILED

JUL 24 2 13 PM '07

C. J. [Signature]
CLERK OF THE COURT

6 Attorneys for Angel Echevarria

7
8 EIGHTH JUDICIAL DISTRICT COURT
9 FAMILY COURT DIVISION
10 CLARK COUNTY, NEVADA

10 In the Matter of the Guardianship of the) Case No. G 27262
11) Dept. No. H
12 Estate of JEAN RUTH ECHEVARRIA,)
13) Date of Hearing: July 25, 2007
14 Adult Ward) Time of Hearing: 10:00 a.m.
15)
16)
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14 SUPPLEMENT - "DECLARATION OF GARY VENDEVER"
15 TO OBJECTION TO MICHAEL ECHEVARRIA'S PETITION
16 TO ISSUE CITATIONS, SHOW CAUSE FOR REMOVAL OF GUARDIAN, ACCOUNT,
17 TURN OVER PROPERTY, SURCHARGE, ETC. AND
18 REPLY TO MICHAEL ECHEVARRIA'S OBJECTION TO ENTRY OF JUDGMENT

19 ANGEL ECHEVARRIA HEREBY SUPPLEMENTS her Objection to Michael
20 Echevarria's Petition to Issue Citations, Show Cause for Removal of Guardian, Account, Turn
21 over Property, Surcharge, Etc. and Reply to Michael Echevarria's Objection to Entry of
22

23 ///

24 ///

25 ///

26 ///

27

28

1 Judgment with the Declaration of Gary Vandever provided herewith as Exhibit "1".

2 Dated this 24 day of July, 2007

3 LIONEL SAWYER & COLLINS

4
5 By 

6 ELIZABETH BRICKFIELD, ESQ.

7 Nevada State Bar No. 6236

8 1700 Bank of America Plaza

9 300 South Fourth Street

10 Las Vegas, Nevada 89101

11 (702) 383-8888

12 Attorneys for Angel Echevarria

13 **CERTIFICATE OF MAILING**

14 Pursuant to NRCP 5(b), I certify that I am an employee of Lionel Sawyer & Collins, over
15 the age of 18 years, and not a party to nor interested in the within action; that on the 24th day of
16 July, 2007, I served the document described as **Supplement - "Declaration of Gary Vandever"**
17 **to Objection to Michael Echevarria's Petition to Issue Citations, Show Cause for Removal**
18 **of Guardian, Account, Turn over Property, Surcharge, Etc. Reply to Michael Echevarria's**
19 **Objection to Entry of Judgment** to the following individuals:


20 Ana Echevarria

21 Anthony Echevarria

22 c/o Angel Echevarria

23 12 Desert Highlands Drive

24 Henderson, NV 89052

25 
Tarcia Vitale, an employee of
26 LIONEL SAWYER & COLLINS

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RECEIPT OF COPY

RECEIPT OF COPY of Angel Echevarria's Supplement - "Declaration of Gary
Vendeever" to Objection to Michael Echevarria's Petition to Issue Citations, Show Cause
for Removal of Guardian, Account, Turn over Property, Surcharge, Etc. Reply to Michael
Echevarria's Objection to Entry of Judgment is hereby acknowledged by the following
individual:

CARY COLT PAYNE CHTD.

By: *Cary L. Payne*
Cary Colt Payne, Esq.
700 South Eighth Street
Las Vegas, NV 89101
Counsel for Michael Echevarria

CERTIFICATE OF SERVICE BY FACSIMILE

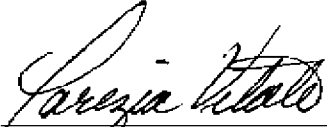
STATE OF NEVADA)
)ss
COUNTY OF CLARK)

I TAREZIA VITALE, declare:

Pursuant to NRCP 5(b), I certify that I am an employee of Lionel Sawyer & Collins, over the age of 18 years, and not a party to nor interested in the within action; that on the 24th day of July, 2007, I served the document described as **Angel Echevarria's Supplement - "Declaration of Gary Vendever" to Objection to Michael Echevarria's Petition to Issue Citations, Show Cause for Removal of Guardian, Account, Turn over Property, Surcharge, Etc., Reply to Michael Echevarria's Objection to Entry of Judgment** on the following individuals by transmitting to a facsimile machine maintained by the person on whom it is served at the facsimile machine telephone number at last given by that person on any document which he/she has filed in the cause and served on the party making the service. The copy of the document served by facsimile transmission bears a notation of the date and place of transmission and the facsimile telephone number to which transmitted. A confirmation of the transmission containing the facsimile telephone numbers to which the document(s) was/were transmitted will be maintained with the document(s) served. I declare under penalty of perjury that the foregoing is true and correct.

Executed at Las Vegas, Nevada, on July, 24, 2007

TRENT & ASSOCIATES
Elyse Tyrell, Esq.
11920 Southern Highlands Parkway, Ste 200
Las Vegas, Nevada 89141
Telephone: 382-2210
Facsimile: 382-9242
Guardian Ad Litem


Tarezia Vitale, an Employee of
LIONEL SAWYER & COLLINS

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding documents entitled,
Angel Echevarria's Supplement - "Declaration of Gary Vendever"
to Objection to Michael Echevarria's Petition to Issue Citations, Show
Cause for Removal of Guardian, Account, Turn over Property, Surcharge, Etc.,
Reply to Michael Echevarria's Objection to Entry of Judgment"

as filed in Family Court-District Court as Case number G 27262 in Department H

☒ Does not contain the social security number of any person.

- OR -

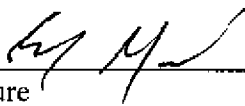
☐ Contains the social security number of a person as required by:

A. A specific state or federal law, to wit:

(State specific law)

- OR -

B. For the administration of a public program or for an application
for a federal or state grant.



Signature

July 24, 2007

Date

ELIZABETH BRICKFIELD, ESQ.

Print Name

Exhibit 1

SUPPLEMENT - "DECLARATION OF GARY VENDEVER"
TO OBJECTION TO MICHAEL ECHEVARRIA'S PETITION TO ISSUE CITATIONS,
SHOW CAUSE FOR REMOVAL OF GUARDIAN, ACCOUNT, TURN OVER PROPERTY, SURCHARGE, ETC., AND
REPLY TO MICHAEL ECHEVARRIA'S OBJECTION TO ENTRY OF JUDGMENT

DECLARATION OF GARY VANDEVER, ESQ.

Gary Vandever, Esq., declares and states under penalty of perjury of the State of Nevada;

1. I am Gary Vandever, Esq. I make this Declaration in support of Angel L. Echevarria's Objection to the Petition of Michael Echevarria to Issue Citations Pursuant to NRS 159.185; Petition to Remove Guardian and Guardian ad Litem, Petition to Account, Turn Over Property, Surcharge, Etc. I have personal knowledge of the statements set forth herein and I am competent to testify if called to do so.

2. I am an attorney licensed to practice law in the State of Tennessee. I represent The Jean R. Echevarria Trust and Angel L. Echevarria, as agent for Jean L. Echevarria in matters concerning the Mill at Lebanon, LLC and Jean R. Echevarria and have done so since December, 2004. The matters in which I have represented Jean R. Echevarria include the proceeding known as Michael A. Echevarria v. The Mill at Lebanon, LLC, and the Jean R. Echevarria Trust and Jean R. Echevarria, individually (the "Lawsuit"), and have represented them since December of 2004.


3. On May 11, 2007, I filed a Notice of Appeal to the Tennessee Court of Appeals from the decision in the Lawsuit. I expect that this matter will be before the Court of Appeals for a period of up to two years.

4. Michael Echevarria has been paid a total of \$ 40,673.50 to date. These funds represent the proceeds of the sale of the Mill at Lebanon's real property and they have been held in escrow since February, 2005.

5. In June, 2007, I filed an Appeal Bond to secure payment of the remaining judgment, interest, damages for delay and costs of appeal on behalf of the Jean R. Echevarria Trust and Jean R. Echevarria, individually. Under Tennessee law, the filing of such a bond operates to stay Michael Echevarria's right to enforce the judgment until the resolution of the appeal.

6. The issues which are being raised in this appeal are not frivolous or interposed for any improper purpose.

Dated this 27th day of June, 2007.



GARY VANDEVER

26

ORIGINAL

FILED

NOH
CARY COLT PAYNE, ESQ.
Nevada Bar #004357
CARY COLT PAYNE, CHTD.
700 S. Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

JUL 31 10 55 AM '07

Chaf
CLERK OF THE COURT

Attorney for Petitioner,
MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the	)	Case No.: G27262
Estate of JEAN RUTH ECHEVARRIA,	)	Dept. No.: H
)	
Adult Ward	)	Date: August 29, 2007
	)	Time: 10:00 a.m.

NOTICE OF HEARING TO REMOVE ANGEL ECHEVARRIA AS TRUSTEE, ETC.

NOTICE IS HEREBY GIVEN to all persons interested in the above mentioned Guardianship that on the 28th day of August, 2007, at the hour of 10:00 a.m. in Dept. H of the above entitled court which is located in the Family Court Division of District Court in Department H, which is located at 601 North Pecos, Las Vegas, Las Vegas, Nevada, 89101, is hereby set as the time and place by the court for the hearing on the PETITION TO REMOVE ANGEL ECHEVARRIA AS BANK GUARDIAN, AND AS TRUSTEE OF JEAN R. ECHEVARRIA TRUST, ETC. filed by Petitioner, MICHAEL ECHIVARRIA, at which time all persons interested in said matter are notified and there to appear and show cause, if any they have, why said petition should not be granted. Further details concerning this Petition can be had by reviewing the court file at the office of the County Clerk, Clark County Courthouse, or by contacting the Petitioner's attorney.

RECEIVED

JUL 30 2007

CLERK OF THE COURT



CARY COLT PAYNE, CHTD.
700 South Eighth Street
Las Vegas, Nevada 89101
Tel: 702. 383.9010 • Fax 702. 383.9049



1 YOU DO NOT NEED APPEAR UNLESS YOU WISH TO FILE AN OBJECTION.

2 DATED: July 27, 2007

3 Submitted by:

4 CARY COLT PAYNE, CHTD.

5 

6
7
8 Cary C. Payne, Esq.
9 Nevada Bar #004357
10 700 South Eighth Street
11 Las Vegas, Nevada 89101
12 (702) 383-9010

13 Attorney for Petitioner
14 MICHAEL ECHEVARRIA
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CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702.383.9010 • Fax 702.383.9049



**CERTIFICATE OF MAILING**

The undersigned employee of CARY COLT PAYNE, CHTD., hereby certifies that on the 30th day of July, 2007, a copy of the foregoing NOTICE OF HEARING was served, by placing a copy in an envelope, postage fully prepaid, in the U.S. Mail, at Las Vegas, Nevada, said envelope addressed to:

Jean Ruth Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Angel Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, California 90121

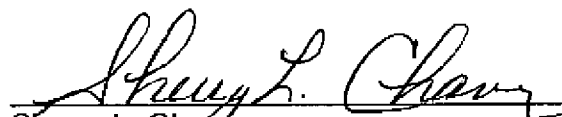
Ana Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Anthony Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Robert Echevarria (Last known address)
10632 Penrose
Sun Valley, CA 91352

Elyse M. Tyrell, Esq.
TRENT & ASSOCIATES
8367 W. Flamingo, #100
Las Vegas, NV 89147

Elizabeth Brickfield, Esq.
LIONEL, SAWYER & COLLINS
300 S. Fourth St, #1700
Las Vegas, Nevada 89101


Sherry L. Chavez
An employee of Cary Colt Payne, Chtd.

ORIGINAL

21

OPPS

CARY COLT PAYNE, ESQ.
Nevada Bar #004357
CARY COLT PAYNE, CHTD.
700 S. Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

FILED

AUG 06 2007

CRF
CLERK OF THE COURT

Attorney for Petitioner,
MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the
Estate of JEAN RUTH ECHEVARRIA,

Adult Ward

) Case No.: G27262
) Dept. No.: H
)

) Date: 8/29/07
) Time: 10:00 a.m.
)

**OPPOSITION TO STAY ENFORCEMENT OF JUDGMENT, EXPUNGE LIEN, AND
MOTION FOR SUPERSEDES BOND**

COMES NOW Petitioner, MICHAEL ECHEVARRIA, by and through his
attorney CARY COLT PAYNE, ESQ. of the law office of CARY COLT PAYNE, CHTD.,
and respectfully submits this Opposition to Stay Enforcement of Judgment and
Expunge Lien, in the alternative Motion for Supersedes Bond.

A. PROCEDURAL FACTS

MICHAEL ECHEVARRIA (hereinafter "MICHAEL") is a resident of Wilson
County, in Tennessee. The ward, Jean Ruth Echevarria, is now eighty (80) years old.
She is survived by her three children ANGEL, Robert and MICHAEL. She was
diagnosed with dementia – Alzherniers type. Jean had been and currently residing in
her home at 12 Desert Highland Drive the subject of a lien in question. Her daughter,
ANGEL and ANGEL'S family have lived with the ward, in a home appraised in excess



1
2 of \$1.2 million which is now for sale. See Exhibit "1". The house is held in the Jean R.
3 Echevarria Trust u.a.d. 5/30/00. See Exhibit "2".

4 ANGEL handled all of her mother's affairs for several years. MICHAEL
5 operated The Mill in Lebanon, Tennessee. In 1999, Jean Ruth Echevarria ("Ward" or
6 "Mother") invested with Michael a Tennessee Limited Liability Corporation (L.L.C.)
7 (hereinafter "The Mill").
8

9 In 2005 MICHAEL had to file suit in Tennessee for, inter alia breach of contract,
10 etc. The complaint filed in the Chancery Court of Wilson County surrounded Michael's
11 operation of "The Mill". The claims included loss profits, breach of contract and unjust
12 enrichment and damages. MICHAEL named the L.L.C., Jean, individually, and The
13 Jean Ruth Echevarria Trust¹.
14

15 That matter proceeded to trial in July 2006, and in January 2, 2007 the Court
16 entered a Judgment in favor of MICHAEL against Jean R. Echevarria Trust and Jean
17 R. Echevarria in excess of \$679,000. See Exhibit "2". The Foreign Judgment was
18 perfected in accordance with NRS 17.350 on July 10, 2007. See Exhibit "3" and
19 Exhibit "4". To date the Judgment remains unsatisfied. MICHAEL as a Judgment
20 Creditor is requesting that this Court assist in satisfaction of the same.
21

22 A second Trust Deed has been placed on the Wards personal residence
23 property by Gary Vandever, the Guardian's attorney in Lebanon, TN on 5/8/07 for
24 \$73,514.45 for payment of attorneys fees (he has not been paid by the guardian for
25 litigation cost in TN.).
26
27

28 ¹ MICHAEL has not been provided any copies of the trust, related documents, etc. MICHAEL is not sure
of its' contents, terms or even successor trustees, and renews his request to receive copies of all
pertinent documents, etc.



The Wards only hard asset in Nevada is the residence which had been in default of the mortgage; also has 2 liens placed against it: 1) MICHAEL Echevarria perfected his Judgment \$679,000, and 2) Terra West Property Management for Anthem Country Club Association \$ unknown.

On June 8, 2007 ANGEL as "Trustee and attorney in fact of the Ward" alleged to have cause to post an Appeal Bond in Tennessee, Exhibit "5". A review of the language in the Appeal Bond that the Guardian attested states:

"We, the undersigned, agree to pay **MICHAEL A. ECHEVARRIA**

PROPERTY BOND STATEMENT

I solemnly swear that I own the following property in the county indicated and that this property is free and unencumbered and is worth approximately the amount indicated. I pledge this property to secure this obligation under the conditions set forth above.

Description of Property: **(Copy of deed must be attached.)** "
(Emphasis added.)

First, there is no deed attached to the copy of the Motion. See Exhibit "6" [Exhibit "B"]. However, the only property could be the ward's interest California real property which is (a) jointly owned by the ward's ex-husband, (Exhibit "5", pg. 2), and (b) encumbered in excess of \$5.8 million. See Exhibit "7".

LEGAL ARGUMENTS

A. The Stay Should Be Denied.

The relief the Guardian/Trustees are requesting, a stay of execution, may be conditioned upon the filing of a bond. See NRAP 8(b) and NRCP 62(D). Whether a Guardian is entitled to a bond is a separate issue from the amount of the bond that she should be required to pay. State ex rel. Pub. Serv. Comm'n v. First Judicial Dist. Court ex. Rel Carson City, 94 Nev. 42, 574 P.2d 272 (1978). In this case, Wards are



1 case, Wards are not entitled to a bond and even if this court determines that they
2 are, any stay entered cannot be effective unless Guardian files a supersedeas
3 bond.
4

5 **B. EVEN IF A STAY IS GRANTED, IT IS NOT EFFECTIVE UNLESS A**
6 **SUPERSEDEAS BOND IS FILED PURSUANT TO NRCP 62(D).**

7 A stay does not issue as a matter of right. Rather, in the District Court's
8 discretion, if a stay is granted, NRCP 62(d) provides that the stay pending appeal is
9 only effective once a supersedeas bond is filed. The purpose of a supersedeas bond
10 is to protect the prevailing party from any loss which might result from a stay in
11 execution of the judgment. McCulloch v. Jeakins, 99 Nev. 122, 659 P2d. 302, 303
12 (1983). A District Court has discretion in determining the amount of a supersedeas
13 bond, and the bond should normally be set in an amount sufficient to allow for full
14 satisfaction of the judgment. Id. An appropriate bond amount includes the whole
15 amount of the judgment remaining unsatisfied, costs on the appeal, interest, and
16 damages for delay. Popular Grove Planting and Ref. Co. v. Bache Halsey Stuart,
17 Inc., 600 F.2d 1189, 1191 (5th Cir. 1979).
18

19 In the instant case, the Court should exercise its discretion and deny a stay of
20 the writ of execution. And, even if the Court issues a stay, it must be according to
21 NRCP 62(d) which requires the posting of a supersedeas bond. If the Court is inclined
22 to grant a stay, the Court should require ward to post a supersedeas bond two and
23 one half (2 ½) times in the amount of \$1,697,500 to secure the award of costs which
24 was calculated by adding three years interest at the legal rate.
25
26
27
28





CONCLUSION

1) WHEREFORE, MICHAEL request the Court deny the request for Stay.
If so inclined to grant, then the Trustee must be prepared to post supersedes bond in
the amount of \$1,697,500;

2) Renewed request to receive copy of Trust documents;

3) Renewed request for Order Preventing Trustee from Using any Trust
funds to defend Defalcations; and

4) Order further instructions and relief pursuant to Tennessee Court Order,
Judgment, etc.

DATED this 3rd day of August, 2007.

CARY COLT PAYNE, CHTD.

CARY COLT PAYNE, CHTD.

Nevada Bar #004357
700 S. Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

Attorney for Petitioner,
MICHAEL ECHEVARRIA



1
2 **CERTIFICATE OF MAILING**

3 This is to certify that on the 3rd day of August, 2007, a copy of the foregoing
4 OPPOSITION TO STAY ENFORCEMENT OF JUDGMENT AND EXPUNGE LIEN,
5 AND MOTION FOR SUPERSEDES BOND. was duly served, by placing a copy in an
6 envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope
7 addressed to:
8

9 Elyse M. Tyrell, Esq.
10 TRENT & ASSOCIATES
11 8367 W. Flamingo, #100
12 Las Vegas, NV 89147

13 Elizabeth Brickfield, Esq.
14 LIONEL, SAWYER & COLLINS
15 300 S. Fourth St, #1700
16 Las Vegas, Nevada 89101

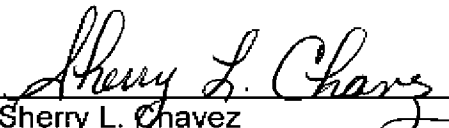
17 
18 Sherry L. Chavez
19 An employee of Cary Colt Payne, Chtd.
20
21
22
23
24
25
26
27
28

EXHIBIT "1"

Zarling Realty
702-433-1343
 EMail: zarlingrealty@msn.com

Dan Zarling
702-433-1343



MLS# 695332
12 Desert Highlands
Dr,
89052
Anthem Cntry Club
Parcel 5
Active

Offered at
\$1,099,000

Features

● Acres:	0.31	● #Bedrooms:	5
● Family Room:	Separate Family Room	● #Baths(Full):	4
● Carport Spaces:	0	● #Baths(3/4):	0
● Property Subtype:	Single Family Residential	● #Baths(1/2):	1
● PropType:	Single Family Res	● #Baths(Total):	5
● County:	Clark County	● # of Fireplaces:	1
● YearBuilt:	2001	● FireplaceType:	Gas
● ElemSchool:	Lamping Frank	● Pool:	Y
● Year Round:	Yes	● Zoning:	Single Family
● Junior High:	Del E Webb	● LotSizeSqFt:	13420
● HighSchool:	Corando High	● Water:	Public
● Appx.Sq.Ft.:	3684	● Cooling:	2 or More Central Units
● GarageSpaces:	3		

● Dining Room:	Living Room/Dining Combo
● Construction Type:	Frame & Stucco
● Living Room:	Bibook, Formal, Built-In Entertainment Center
● Floors:	Carpet, Marble/Stone
● Heat Fuel:	Gas
● Heat Desc.:	Central
● Kitchen:	Granite Countertops, Custom Cabinets, Island, Breakfast Nook, Pantry
● House Faces:	South
● Spa:	Inground
● Assoc/Comm Features Desc:	CCRs, Clubhouse, Country Club, Guard Gated, Jogging Trail, Tennis Co Exercise Room, Community Golf
● Bath Downstairs:	Y
● Master Bedroom:	Ceiling Fan, Master Bedroom Downstairs, Mbr Walk-In Closet
● Fence:	Block
● Refrigerator:	Yes
● Disposal:	Yes
● Dishwasher:	Yes

• Washer/Dryer:	Gas
• Bedroom Downstairs:	Y
• Oven/Range:	Built-In Oven (E)
• Misc.:	None
• Subdivision Name:	ANTHEM CNTRY CLUB PARCEL 5
• Dryer Included:	Y
• Model:	Sonata
• Landscaping:	Front Lawn, Rear Lawn, Mature Landscaping, Shrubs
• Roof:	Tile
• Utility Info:	Underground Utilities
• Fireplace Location:	Living/Great Rm
• Furnishings Description:	No Furniture
• Cool Fuel:	Electric
• Great Room:	N
• Washer Included:	Y
• Master Bdrm Dimensions:	20x14
• 2nd Bed Dimensions:	12x11
• 2nd Bed Description:	Ceiling Fan, Mirrored Door, TV/Cable
• 3rd Bed Dimensions:	11x11
• 3rd Bed Description:	TV/Cable, Mirrored Door, Ceiling Fan
• 4th Bed Dimensions:	14x16
• 4th Bed Description:	Ceiling Fan, Mirrored Door, TV/Cable
• Bed & Bath Down:	Full Bath Downstairs
• Building Style:	Two Story
• Garage Type:	Attached, Auto Door Opener(s), Entry to House, Finished

Listing Courtesy of...

Donna Harakidas
Zarling Realty



The data related to Real Estate for sale on this website comes from the INTERNET DATA EXCHANGE (IDX) program of the Greater Las Vegas Association of REALTORS® MLS. Real Estate listings from Brokerage firms other than this site owner are marked with the

GLVAR deems this information reliable but not guaranteed.
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Home Ownership Scenario

Purchase Details

Purchase Price:	\$1,099,000
Downpayment:	\$109,900
Mortgage:	\$989,100
Closing Costs:	\$32,970
Cash Needed:	\$142,870

Monthly Payment

Interest Rate:	7.00 % 30yr
Mortgage:	\$7258
Insurance:	\$366
Taxes:	\$0.00
HOA:	\$0
Total:	\$

EXHIBIT "2"

20041222-0001624

APN# 190-06-717-005

32
Drafted By:
Jeffrey L. Burr & Associates
4455 S. Pecos
Las Vegas, Nevada 89121

When Recorded, Mail to:
Jeffrey L. Burr & Associates
4455 S. Pecos
Las Vegas, Nevada 89121

Fee: \$16.00 RPTT: EX#006
UC Fee: \$0.00

12/22/2004 09:05:11
T20040156466

Requestor:
LEGAL WINGS

Frances Deane DEZ
Clark County Recorder Pgs: 3

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That ANGEL L. ECHEVARRIA, as Attorney-in-fact of JEAN R. ECHEVARRIA, without consideration, does hereby Grant, Bargain, Sell and Convey to ANGEL L. ECHEVARRIA, Trustee of the "JEAN R. ECHEVARRIA TRUST, dated May 30, 2000, all of the right, title and interest in that certain parcel of real property situated in the County of Clark, State of Nevada, more particularly described as follows:


Lot Thirty Seven (37) in Block One (1) of FINAL MAP OF ANTHEM COUNTRY CLUB PARCEL 5, as shown by map thereof on file in Book 88 of Plats, page 33 in the office of the County Recorder of Clark County, Nevada.

Commonly known as 12 Desert Highlands Drive, Henderson, Nevada 89052

APN# 190-06-717-005


Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

Witness her hand this 30th day of November, 2004.

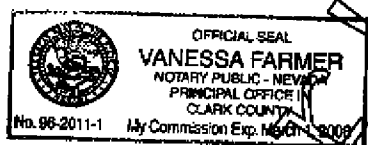

ANGEL L. ECHEVARRIA, as Attorney-in-fact of JEAN R. ECHEVARRIA

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 30th day of November, 2004, personally appeared before me, a Notary Public, ANGEL L. ECHEVARRIA, as Attorney-in-fact of JEAN R. ECHEVARRIA, who acknowledged that she executed the above Instrument.



Notary Public



**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a) 190-06-717-005
b) _____
c) _____
d) _____

2. Type of Property:

a) ☐ Vacant Land b) ☒ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg f) ☐ Comm'l Bldg
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property

Deed in Lieu of Foreclosure Only (value of property) \$ _____

Transfer Tax Value: \$ _____

Real Property Transfer Tax Due \$ _____

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: Transfer without consideration to a
non-profit

5. Partial Interest Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: Gregory Burrisk

Capacity: Attorney

Signature: _____

Capacity: _____

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: Juan Echevarria
Address: 12 Desert Highlands Dr.
City: Henderson
State: NV Zip: 89052

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: Juan Echevarria
Address: 12 Desert Highlands Dr.
City: Henderson
State: NV Zip: 89052

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: JEFFREY L. BURR & ASSOCIATES
Address: 4455 SOUTH PECOS ROAD
City: LAS VEGAS, NV 89121 State: _____ Zip: _____

ATTN: PROBATE DEPARTMENT

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

[Statistics/Reports](#)
[Maps](#)
[Record Searches](#)
[Search](#)
[Forms](#)



ASSESSOR

M.W. Schofield, Assessor

REAL PROPERTY PARCEL RECORD

[Click Here for a Print Friendly Version](#)

[Assessor Map](#)
[Aerial View](#)
[Building Sketch](#)
[Ownership History](#)

GENERAL INFORMATION	
PARCEL NO.	190-06-717-005
OWNER AND MAILING ADDRESS	ECHEVARRIA JEAN R TRUST ECHEVARRIA ANGELA L TRS 12 DESERT HIGHLANDS DR HENDERSON NV 89052-6520
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	12 DESERT HIGHLANDS DR HENDERSON
ASSESSOR DESCRIPTION	ANTHEM CNTRY CLUB PARCEL 5 PLAT BOOK 88 PAGE 33 LOT 37 BLOCK 1
RECORDED DOCUMENT NO.	* 20041222:01624
RECORDED DATE	12/22/2004
VESTING	NO STATUS

*Note: Only documents from September 15, 1999 through present are available for viewing.


ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	516
APPRAISAL YEAR	2006
FISCAL YEAR	06-07
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2006-07	2007-08
LAND	140000	165515
IMPROVEMENTS	145134	146227
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED	285134	311742
TAXABLE VALUE LAND+IMP	814669	890691

Click [here](#) for Treasurer Information regarding real property taxes.

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.31 Acres
ORIGINAL CONST. YEAR	2001
LAST SALE PRICE MONTH/YEAR	553661 04/01
LAND USE	RESIDENTIAL SINGLE FAMILY
DWELLING UNITS	1

PRIMARY RESIDENTIAL STRUCTURE					
TOTAL LIVING SQ. FT.	3684	CARPORT SQ. FT.	0	ADDN/CONV	NONE
1ST FLOOR SQ. FT.	3037	STORIES	TWO STORY	POOL	YES
2ND FLOOR SQ. FT.	647	BEDROOMS	5	SPA	YES
BASEMENT SQ. FT.	0	BATHROOMS	4 FULL 1 HALF	TYPE OF CONSTRUCTION	FRAME STUCCO
GARAGE SQ. FT.	838	FIREPLACE	1	ROOF TYPE	CONCRETE TILE

ASSESSORMAP VIEWING GUIDELINES	
MAP	190067
	<p>In order to view the Assessor map you must have Adobe Reader installed on your computer system.</p> <p>If you do not have the Reader it can be downloaded from the Adobe site by clicking the following button. Once you have downloaded and installed the Reader from the Adobe site, it is not necessary to perform the download a second time to access the maps.</p> <p></p>

NOTE: THIS RECORD IS FOR ASSESSMENT USE ONLY. NO LIABILITY IS ASSUMED AS TO THE ACCURACY OF THE DATA DELINEATED HEREON.



Government Center, 500 South Grand Central Parkway, Las Vegas, Nevada 89155-1401

702-455-3882 (INFORMATION)

[Return to Home](#)

EXHIBIT "3"

CARY COLT PAYNE, CHTD.

700 South Eighth Street
Las Vegas, Nevada 89101
Tel: 702.383.9010 • Fax 702.383.9049

NOTC

CARY COLT PAYNE, ESQ.
Nevada Bar #004357
CARY COLT PAYNE, CHTD.
700 South Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

Attorney for Judgment Creditor,
MICHAEL ECHEVARRIA

FILED

JUN 30 12 25 PM '07

Clay
CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the
Estate of JEAN RUTH ECHEVARRIA,
Adult Ward.

Case No.: G27262

Dept. No.: E

Date: June 27, 2007

Time: N/A

NOTICE OF FOREIGN JUDGMENT, ETC.
IN ACCORDANCE WITH NRS 17.350

TO: ALL INTERESTED PERSONS;

ANGEL L. ECHEVARRIA, as Guardian, Attorney in Fact, and
As Trustee of the JEAN RUTH ECHEVARRIA Trusts

PLEASE TAKE NOTICE that a Foreign Judgment (Exhibit "A") has been
entered, by MICHAEL ECHEVARRIA against the property of the Ward/Settlor,
Trust, etc. or the property of the ward, etc. herein, attaching the interests in
certain real property identified herein below.

The said property affected by this action are situated in the County of
Clark, State of Nevada, and more commonly known as, 12 Desert Highlands
Drive, Henderson, Nevada, legally described as:



cc 7/7/07

1 Lot Thirty-Seven (37) in Block One (1) of FINAL MAP OF
2 ANTHEM COUNTRY CLUB PARCE 5, as shown by map
3 thereof on file in Book 88 of Plats, page 33 in the office of
4 the County Recorder Clark County, Nevada.

5 APN 190-06-717-005

6 DATED this 29th day of June, 2007.

7 CARY COLT PAYNE, CHTD.

8 

9 CARY C. PAYNE, ESQ.
10 Nevada Bar #004357
11 700 South Eighth Street
12 Las Vegas, Nevada 89101
13 (702) 383-9010

14 Attorney for Judgment Creditor,
15 MICHAEL ECHEVARRIA

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702. 383.9010 • Fax 702. 383.9049



CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702.383.9010 • Fax 702.383.9049

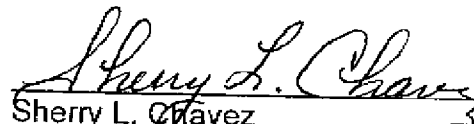


CERTIFICATE OF CERTIFIED MAILING

The undersigned employee of CARY COLT PAYNE, CHTD., hereby certifies that on the 29th day of June, 2007, a copy of the foregoing **NOTICE OF FOREIGN JUDGMENT, ETC. AND NOTICE** was served, by placing a copy in an envelope, **certified mail** postage fully prepaid, in the U.S. Mail, at Las Vegas, Nevada, said envelope addressed to:

Angel Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Elizabeth Brickfield, Esq.
LIONEL SAWYER & COLLINS
300 South Fourth Street, #1700
Las Vegas, Nevada 89128


Sherry L. Chavez
An employee of Cary Colt Payne, Chtd.



FILED

JUN 27 9 38 AM '07

Cliff
CLERK OF THE COURT

AFFT

CARY COLT PAYNE, ESQ.

Nevada Bar #004357

CARY COLT PAYNE, CHTD.

700 S. Eighth Street

Las Vegas, Nevada 89101

(702) 383-9010

Attorney for Petitioner,

MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the
Estate of JEAN RUTH ECHEVARRIA,

) Case No.: G27262

) Dept. No.: H

) Adult Ward

AFFIDAVIT UNIFORM ENFORCEMENT OF FOREIGN JUDGMENT
PURSUANT TO NRS 17.350

STATE OF NEVADA)

)ss.

COUNTY OF CLARK)

I, MICHAEL ECHEVARRIA, under penalty of perjury, being first duly
sworn, deposes and says:

1. I am the judgment creditor and is competent to testify to the facts
stated herein;

2. I am the Plaintiff and now Judgment Creditor located 120 Pana
Drive, Hendersonville, Tennessee 37075 in Case No. A05040 in the Chancey
Court of Wilson, Tennessee styled Michael A. Echevarria vs. the Mill at
Lebanon, LLC and The Jean Echevarria Trust and Jean Echevarria.

3. A judgment was entered in my favor the above case on January 2,
2007 against The Mill at Lebanon, Tennessee, LLC and The Jean R. Echevarria



Trust and Jean Echevarria individually in the amount of \$679,995.88, a
exemplified copy of order and transcript is attached hereto.

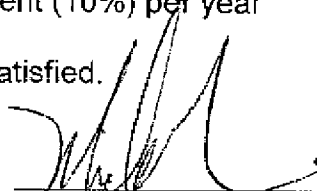
4. Said Judgment and order was also recorded in the Official
Records for Clark County, Nevada in Book 20070517, Instrument No. 0004538
on 5/17/07;

5. The judgment is against The Jean R. Echevarria Trust and Jean
Echevarria jointly, has not been satisfied. The name and address of the
judgment debtor is 12 Desert Highland Drive, Henderson, Nevada 89075 (no
post office);

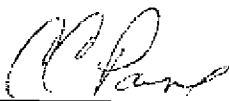
6. The judgment is valid and enforceable, and has only partially been
satisfied to wit: \$90,673 on 6/8/07;

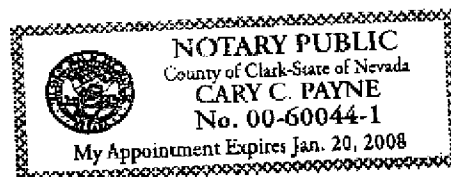
7. There are no set-offs or counterclaims in favor of the judgment
debtor;

8. The exact amount due as of the date below on the judgment
against The Jean R. Echevarria Trust and Jean Echevarria jointly and severally
is \$625,814 which continues to accrue at ten percent (10%) per year
compounded or approximately \$150 a day until satisfied.


MICHAEL A. ECHEVARRIA

SUBSCRIBED and SWORN to before me
this 26th day of June, 2007.


NOTARY PUBLIC in and for said
County and State



IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE
AT LEBANON

DEC 20 2006

ENTERED
AT 10:30 AM
JAN 31 2007

MICHAEL A. ECHEVARRIA,
Plaintiff/Counter-Defendant

v.

CASE NO.: 05040

THE MILL AT LEBANON, LLC
Defendant/Counter-Plaintiff

NOTICE OF ENTRY ✓
REQUESTED

and

THE JEAN R. ECHEVARRIA TRUST
Defendant/Counter-Plaintiff

and

JEAN ECHEVARRIA, individually
Defendant/Counter-Plaintiff

ORDER

That this cause came on to be heard upon Michael Echevarria's (hereinafter referred to as "Plaintiff"), Complaint for Breach of Contract, Unjust Enrichment, Quantum Meruit and for Restoration and Possession of Personal Residence and Returning of Personal Items against The Mill at Lebanon, LLC's, The Jean Echevarria Trust, and Jean Echevarria, individually, (hereinafter referred to as "Defendants"), Counter-Complaint filed by Defendants against Plaintiff for Mismanagement, Gross Mismanagement, Misfeasance, Malfeasance, Nonfeasance, Breach of Fiduciary Duty, Concealment and Conversion of Funds, and Plaintiff's Answer to Defendants' Counter-Complaint. The matter was heard in the Chancery Court of Wilson County, Tennessee, on November 27th, 28th, 29th, 30th, and December 1st, 2006. At the trial of this matter and based upon the statements of counsel, testimony of numerous witnesses, trial briefs filed by both parties, exhibits entered by both parties and the entire record, the Court finds that:

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That based upon all the proof presented, the Court made specific findings of fact

157

received
6-26-07 Fedon

and conclusions of law which are attached hereto as *Exhibit A* and incorporated herein as if set forth in this Order verbatim.

2. That Plaintiff, Michael Echevarria, is awarded a judgment against the Defendants, The Mill at Lebanon, LLC, The Jean Echevarria Trust and Jean Echevarria, individually, for Eight Thousand (\$8,000.00) Dollars per month in reasonable compensation for his services for the benefit of Defendant from May 24, 2000 to January 25, 2005, with the judgment to draw ten percent (10%) interest from February 3, 2005. That the Court finds that, Plaintiff, Michael Echevarria, received compensation of Nineteen Thousand One Hundred Seventy-Nine Dollars and Forty-Seven Cents (\$19,179.47) from the National Bank of Commerce operating bank account and Eight Thousand Two Hundred Ninety-One Dollars and Eighty-Three Cents (\$8,291.83) from the use of the Discover card and these amounts shall be deducted from the judgment amount. The total judgment amount shall be Four Hundred Ninety-Six Thousand One Hundred Eighteen Dollars and Ninety-Four Cents (\$496,118.94) as total compensation and interest due through December 10, 2006. The interest accrual, thereafter, is \$114.68 per day.
3. That Plaintiff, Michael Echevarria, is awarded a base judgment against Defendants, The Mill at Lebanon, LLC, Jean Echevarria Trust and Jean Echevarria, Individually, in the amount of One Hundred Ten Thousand Four Hundred Nineteen Dollars and Sixty-six Cents (\$110,419.66) as repayment of the monies he loaned Defendants. Said judgment is to draw ten percent (10%) interest from March 3, 2002 for a total judgment, including interest, of One Hundred Sixty-Three Thousand One Hundred Forty-Eight Dollars and Eighty-Three Cents (\$163,148.83) through December 10, 2006. The interest accrual, thereafter, is \$30.25 per day.
4. That Plaintiff was not a tenant of Defendants but a trespasser after his discharge as President. That Defendants owed Plaintiff a duty as to the manner in which they handled his personal property. That Defendants acted indifferently as to the consequences of what happened to Plaintiff's property. That Plaintiff, Michael Echevarria, is awarded a base judgment against the Defendants, The Mill at

Lebanon, LLC, Jean Echevarria Trust and Jean Echevarria, Individually, in the amount of Seventeen Thousand Four Hundred Eighty-five (\$17,485.00) Dollars for his lost/damaged personal property. Said judgment is to draw ten percent (10%) interest from January 25, 2005, for a total judgment, including interest, of Twenty Thousand Seven Hundred Twenty-Eight Dollars and Eleven Cents (\$20,728.11) through December 10, 2006. The interest accrual, thereafter, is \$4.79 per day.

5. That the Court finds that as to Defendants' claims against Plaintiff of mismanagement, gross mismanagement, misfeasance, malfeasance, non-feasance, breach of fiduciary duty, concealment and conversion of funds in the sum of Two Million (\$2,000,000.00) Dollars, that there is no evidence at all in this Court that Plaintiff committed any of these acts and Defendants are not awarded any judgment against Plaintiff.
6. That Defendants are assessed the costs of this cause for which execution may issue.

ENTERED this the 2nd day of January, 2007
~~December, 2006.~~

C. K. Smith
C. K. SMITH, CHANCELLOR

APPROVED FOR ENTRY:

Brody Kane
BRODY KANE, #17435
ANGEL KANE, #17434
Attorneys for Plaintiff
133 South College Street
Lebanon, Tennessee 37087
(615) 444-8081

1/2/07

STATE OF TENNESSEE, COUNTY OF WILSON
I hereby certify the foregoing to be a true and perfect copy of the original instrument on file in this case.

25th day of June, 2007
BARBARA WEBB, CLERK & MASTER

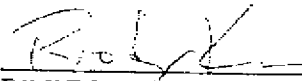
Dee Finnigan D. C&M



CERTIFICATE OF SERVICE

I certify that on the date shown below I have given notice of appearance if required and have served a copy of the above Order on the opposing party by _____ Hand-delivery _____ Facsimile transmission to () _____ and/or X Mailing a copy via United States Postal Service, postage prepaid, to:

Gary Vandever
Attorney at Law
P. O. Box 642
Lebanon, Tennessee 37088-0642



BRODY KANE

12/20/06

DATE

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IN THE CHANCERY COURT
OF WILSON COUNTY, TENNESSEE
AT Lebanon

MICHAEL A. ECHEVARRIA,

Plaintiff,

6 Vs

Defendant,

8 AND

9 THE JEAN RUTH ECHEVARRIA TRUST,

Defendant,

11 AND

12 JEAN ECHEVARRIA, Individually,

Defendant.

THE CHANCELLOR'S RULING
TAKEN BEFORE THE HONORABLE
C. K. SMITH, CHANCELLOR
DECEMBER 1, 2006

Teresa D. Hatcher
Wilson County Court Reporting
1805 Colles Ferry Pike
Lebanon, Tennessee 37087

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APPEARANCES

For the Plaintiff:

Mr. Brock Kane
Ms. Angel Kane
138 South College Street
Lebanon, Tennessee 37087

For the Defendants:

Mr. Gary Vandover
501 Park Avenue, Suite B
Lebanon, Tennessee 37087

1 and versus Jean Echevarria individually.
2 And, there were also
3 counter-complaints by the Defendants
4 against Michael Echevarria.

5 The issue before this
6 Court is basically by the Plaintiff Michael
7 Echevarria against the Defendants here is a
8 breach of contract, is number one.

9 Number two, associated
10 with that breach of contract and part of the
11 problem is, that he loaned the Defendant
12 Jean Echevarria, or The Mill at Lebanon,
13 LLC, which was owned totally by Jean
14 Echevarria, or the Jean Echevarria Trust.
15 Loaned them 110,000 plus dollars, and for
16 reimbursement of the loan. And, thirdly,
17 for damages associated with a wrongful
18 ouster.

19 Then, the Defendant
20 filed a counter-suit for wrongful conversion
21 by the Plaintiff Michael Echevarria, for
22 either misfeasance, malfeasance or some
23 feissance regarding with the way he managed
24 the business. So, those are the issues
25 before the Court.

1 I've listened to
2 evidence on this matter since this week,
3 since Monday. And, it's now Friday. We
4 started on Monday at about 9 o'clock. Maybe
5 a little bit before. And, have gone
6 continuously with very few breaks in there,
7 except sleeping at night.

8 And, the attorneys
9 have done a good job. What made this a
10 little more difficult is the fact that from
11 the time this started, Jean has suffered
12 with some dementia and beginning stages of
13 Alzheimer's. And, she's had to — A lot
14 of the testimony on her behalf has had to be
15 by her power of attorney, or trustee or
16 conservator, who actually couldn't testify
17 because she had no knowledge.

18 At the time this
19 contract was entered into, Jean was acting
20 on her own behalf. It was only a short time
21 after that she gave her power of attorney to
22 Angel. So, Angel was limited in her
23 knowledge and what she could really say
24 happened or didn't happen in that area.

25 Most of the

1 three different little buildings. There was
2 one on the east side; a small building. An
3 office building located on the west side.
4 There was another kind of a large building
5 located on the uppermost north side of this
6 property.

7 Then, there was a
8 huge building that had been — Had parts
9 attached to it at different times during the
10 years that the building had been there.

11 When Mike first saw
12 this property, the original asking price was
13 \$1,700,000. He watched this property for
14 several months. He came up and looked at
15 it. The price dropped. But, I don't
16 remember what it dropped to. But, he began
17 to negotiate with the owners. He negotiated
18 a price of \$600,000.

19 Mike at that time
20 had very little money, from the evidence
21 I've heard. He had some equity in a house
22 located in Brentwood. I don't know how much
23 cash he had. But, he had been in business
24 with his father that used to make waterbeds.
25 They had been in California. They moved to

1 evidence has actually — Most of this trial,
2 probably two days of the testimony, came
3 from Michael out of the three.

4 This is what I've
5 found. This is my finding of fact and
6 conclusions. And, if I make a mistake about
7 a date or name of something or someone,
8 y'all can bring that to my attention at that
9 time. But, just because you disagree with
10 my findings or holdings, you can't argue
11 anyone about it. It's over. That's over.

12 This is my findings:
13 In early 2000, Michael Echevarria found some
14 property for sale in Lebanon, Tennessee.
15 The property was known as old Woolen Mill
16 property. It had been the Woolen Mill in
17 Lebanon for many years. It had been out of
18 business for several years. The property
19 was in very bad state of disrepair.

20 Michael Echevarria
21 looked at the property on several occasions.
22 It was located on approximately 14 acres.
23 The building totally at that time was about
24 225,000 square feet. The building was added
25 onto at various times. There were two or

1 Nashville to open a business and moved there
2 too late. The business had already
3 evaporated. And, there was no more demand
4 for it. I think the building may have
5 caught on fire and burned. And, they just
6 went out of business.

7 But, he had had
8 various jobs over the years. He had made as
9 much as \$400,000 in some jobs with his dad.
10 Apparently, he was some type of
11 vice-president in that business. And, he
12 was a union buster, or line buster or
13 something once too. He said he was a man of
14 no fear.

15 Mike had this
16 property appraised by Carl Storey on two
17 different occasions. But, in 2000, he had
18 it appraised at \$1,090,000. So, Mike felt
19 that he could buy this property for
20 \$600,000; renovate it. That he could turn
21 it into a very good income. A profitable
22 business. An income producing facility.

23 Mike approached his
24 mother Jean Echevarria in the early part of
25 2000 about the property and his plans. And,

1 apparently, she too felt like it could be a
2 profitable venture.

3 And, in the early
4 part of 2000, Joan Echevarria had \$600,000
5 in income from the \$10 million building
6 located in California. She owned one house
7 located on Geny Drive in Henderson, Nevada.
8 She had ownership interest in another house
9 located on Geny Drive in Henderson, Nevada
10 lived in by her daughter, Angel.

11 Plus, she had over
12 \$700,000 on deposit in an interest bearing
13 account with Wells Fargo Bank. Plus, she
14 had over \$100,000 equity she could withdraw
15 from her life insurance policy. Plus, she
16 had \$220,000 in cash. And, I don't know if
17 she had any other money. But, she had that
18 because she made a down payment — Used that
19 for part of the down payment on The Mill
20 property.

21 And, this property,
22 I'll probably refer to it as Mill property.
23 Even though when they purchased it, it was
24 purchased in the name of The Mill of
25 Lebanon, LLC probably. Or, Lebanon,

1 date they purchased it May 24, 2000. And,
2 it was sold February 3, 2005. So, I guess
3 that's four years; almost five.

4 And, when a person
5 goes into a venture like that, she know she
6 was putting out the capital. He was going
7 to put out the work.

8 Her agent, Jean's
9 agent, or power of attorney, trustee on the
10 trust, gave Mike a credit card for living
11 expenses that she's testified to. And, it's
12 been testified to.

13 Jean Echevarria
14 here, after purchasing this property, gave
15 her daughter power of attorney. And also,
16 transferred all her properties to the Jean
17 Echevarria Trust. And, made her daughter
18 Angel the trustee as well. Exact dates on
19 that, I couldn't find readily. And, I don't
20 know that they're that important. I just
21 know that that was done. And, she was
22 acting in those capacities.

23 Jean Echevarria purchased
24 this property in the name of The Mill at
25 Lebanon, LLC for \$600,000 from the Tennessee

1 Tennessee, LLC. But, I'll just refer to it
2 as The Mill.

3 Mike and his mother
4 entered into — I find that Mike and his
5 mother entered into an expressed actual
6 verbal contract. They agreed that she would
7 provide capital. And, he would oversee the
8 renovation and management of the business.
9 And, when the business sold, that they would
10 split the profit. And, that the sale when
11 it was sold, was to be negotiated by Mike.

12 I find all this
13 reasonable. I've thought about this in my
14 mind. You know, she's putting up all the
15 money, but they knew at the time, that this
16 wouldn't be a week venture. You know, it
17 was a building. And, all of the testimony
18 has been in how bad of shape it was in.
19 And, it's still in, even though he did a
20 great deal of renovation to it. That it was
21 a weeks, months and years project.

22 And, he agreed for
23 no compensation. However, he was
24 compensated from NEA about \$19,000 over
25 these four or five years, from May — The

1 Woolen Mills, Inc. on May 24, 2000. She
2 advanced \$220,000 in cash. She borrowed
3 \$380,000 from Wells Fargo Bank and
4 collateralized it by her \$700,000 deposit
5 that she had with the bank.

6 The testimony is
7 that Mike Echevarria did all the negotiating
8 with Wells Fargo to implement this plan of
9 withdrawing this 380,000. Securing it with
10 the money that was there.

11 It's his testimony
12 that he did that. And, that these interest
13 payments that were supposed to come from the
14 700,000 plus she had there, was supposed to
15 be used to retire the \$380,000 loan. Or, at
16 least pay the interest on it. Make payments
17 toward it, is what he's testified to. And,
18 that's the only one that has any knowledge
19 of that negotiation with the Wells Fargo and
20 this Court. The only person that had any
21 knowledge of that was himself.

22 Mike upon after
23 purchase of this property, immediately began
24 negotiation with the Bank of Nashville for
25 the construction loan. He originally

1 requested \$1,500,000. However, the bank
2 would only give them a \$700,000 line of
3 credit.

And, stated

4 something to the effect, I think it was a
5 letter, that "We'll consider the further
6 loans later." Or, something to that effect.

8 On December of 2000,
9 the Bank of Nashville loaned The Mill at
10 Lebanon, LLC a \$700,000 line of credit upon
11 the execution of a note and a mortgage on
12 The Mill property.

13 This note was signed
14 by Jean Echavarría who listed herself as the
15 manager, or managing agent, of The Mill at
16 Lebanon, LLC.

17 This money was
18 supposed to be used to renovate the
19 property known as The Mill. It's obvious.
20 You know, they bought a building, he and his
21 mother did. Or, his mother did. Put up the
22 capital. That was totally in terrible
23 shape. Couldn't be used for anything at the
24 time he purchased it.

25 And, it needed

1 durable power of attorney on May 30, 2000,
2 which was five days after — Or, five or six
3 days after this property had been purchased
4 from Jean. She was given the power of
5 attorney from Jean to handle all of her
6 business affairs and asset management.

7 As I've stated
8 earlier, Jean Echavarría had also conveyed
9 all her property, including The Mill, into
10 the Jean Echavarría Trust. And, made Angel
11 trustee.

12 In addition to the
13 line of credit account with the Bank of
14 Nashville, Angel opened a draw account with
15 the Bank of Nashville to place money in from
16 the line of credit to pay for the
17 construction costs as requested by Mike.

18 Angel also opened a
19 bank account with NEC, located in Lebanon,
20 to be used for the daily operating expenses
21 incurred by Mike and renovation and
22 management of The Mill.

23 Mike also had his
24 individual personal bank account with NEC in
25 Lebanon. Mike had no signature privileges

1 immediate renovation. That this money, this
2 other money, was borrowed for that purpose.
3 And, I find that was the reason it was
4 borrowed, to renovate this building so that
5 it could be income producing.

6 This note provides
7 that interest was to be paid monthly. The
8 agreement basically provided that Mike would
9 oversee the renovation. Would get the
10 contractors in there. And, the proof is
11 that he actually did hands-on renovation
12 himself.

13 But, I felt like the
14 proof was that he should act somewhat like a
15 general contractor. And, once they got in a
16 position where they could find tenants, that
17 he was to market the place. To find
18 tenants. To collect rent. To keep the
19 property operating and make repairs. Answer
20 questions of tenants, et cetera.

21 And, as he was
22 making these renovations, the agreement was
23 he would contact his sister Angel for
24 payment for these people to be paid. Angel
25 Echavarría, as I've stated, had been given a

1 on any of the accounts located with the Bank
2 of Nashville.

3 And, I'm of the
4 opinion, if my recollection is right, he
5 could withdraw from the NEC Bank in Lebanon.
6 And, he had a big checkbook that he couldn't
7 carry around with him. So, as a result of
8 it, he would occasionally write his personal
9 checks that he carried on his hip. And, I
10 think that was his testimony.

11 Mike was very
12 excited about the business. Just in May,
13 just shortly after that, he began before he
14 got any secured line of credit or anything,
15 he immediately began renovating The Mill;
16 paving, brickwork, roofing people. He began
17 to get people in there and knock walls down
18 where the building could be repaired.

19 And, he used some of
20 his personal money initially, a few thousand
21 dollars, to pay people before they got this
22 line of credit.

23 It's the only
24 testimony before this Court that he used
25 this money with the agreement of his mother.

1 And, his mother knew it was a loan. And, he
2 was to be reimbursed and paid it back.

3 Some of the work
4 that Mike did that I've made note: Pushed
5 walls down. Sandblasted the bricks. He
6 hired a company to sandblast the bricks and
7 decided it was too expensive. He could save
8 money if they just learned how to do it
9 themselves. And, they did it themselves.
10 Then, he could hire some local people, just
11 a crew, that he kind of kept working himself
12 there, cleaning up the place.

13 They cleaned up
14 trash. Cleaned up the buildings. He
15 contracted with the dumpster people to come
16 pick the trash up. He went to the zoning
17 boards and places like that to have this
18 property rezoned from manufacturing to
19 office to where they could have this type of
20 business out there. I know it was for
21 manufacturing business. And, they had to
22 have it rezoned.

23 He had some paving
24 done. And, actually had his crew to do some
25 welding of this tower and save thousands of

1 the money and not ever done a thing over
2 there.

3 But, several people
4 have testified that they saw him out there
5 hands-on working. And, that he was there
6 10, 12, 16 hours. He stayed — Eventually,
7 he moved there and lived there.

8 And, Mike built an
9 apartment and moved on the site with no
10 objection from his mother nor Angel. Mike
11 got various parts of the site renovated very
12 quickly so it could begin to produce income.

13 The areas that he
14 leased was the office area, which is located
15 on the west side of the large building. The
16 Intrigue Building, located on the north side
17 of the building. He leased that to Intrigue
18 Athletics. Highland, Crossroads, Lady
19 Godiva, which was a pub located in the big
20 building. The event room is located in the
21 big room. He got it renovated.

22 Shopper's Alley, he
23 got 15 to 25 cents a square foot of
24 different people opening up a flea market on
25 the weekends. And, he was making money off

1 dollars. Ultimately, he did some light
2 fixtures in the event room and saved many
3 thousands of dollars by taking some barrels
4 that were left there. And, he cut them in
5 half and painted them on the inside. And,
6 having the electrician to come and hook them
7 up, he was able to save thousands of
8 dollars.

9 He was very
10 energetic. And, he wanted to clean and
11 paint the different buildings. The office
12 building, the one that's been identified as
13 the Intrigue Building. I call it the
14 Intrigue Building because that's where
15 Intrigue Athletics is located. And, nobody
16 else ever gave it a name.

17 And, even the very
18 first year, Mike hosted a Christmas party
19 there in the year of 2000. That's how he
20 was really on the ball and really working
21 hard at trying to make this — Really, it's
22 evident from all the testimony, he wasn't
23 out to beat his mother. That was not his
24 goal. He was out totally — Had he been out
25 for that, I guess he could have just taken

1 part of it.

2 And, the Internet
3 Marketing, of this office building, as well
4 as Raymond Harris, an electrician, and
5 other people renting in this little office
6 space. But, it was his office at times as
7 well.

8 As Mike incurred
9 expenses, roofing material, supplies, et
10 cetera, he would notify Angel. She would
11 withdraw money from the line of credit and
12 would pay these from the Bank of Nashville
13 account. And, I think maybe sometimes pay
14 them from the NEC account. She would write
15 a check for them.

16 He never — He had
17 no check writing ability on these Bank of
18 Nashville accounts.

19 Angel also gave Mike
20 that Discovery Card with that \$12,000 limit
21 for living expenses, as I stated earlier.

22 And, everything
23 seemed to be going very well, until the
24 first part of 2002 when Mike was advised by
25 Angel that they were out of money. No more

1 money in the line of credit account at the
2 Bank of Nashville. And, as a result of
3 this, Mike had to practically cease
4 renovation.

5 Just a note. Mike
6 never had any type of regular compensation
7 during this four or five years that he was
8 there. His deal was that he would receive
9 one half of the profit after it was sold.
10 He did receive some Discovery Card benefits
11 that were personal in nature, 8 or 9,000,
12 and \$19,000 of compensation from the NEC
13 bank.

14 But, as far as
15 regular compensation, he says he didn't
16 have it. He lived off his girlfriend's
17 income basically during this period of time.
18 He was just trying to make the business go
19 so he could sell it and make a profit and
20 move on.

21 However, Mike
22 continued to renovate even after February of
23 2002 when he was advised there was no more
24 money. Mike continued to renovate to some
25 extent by loaning The Mill a total of

1 to be operating in the black.

2 Even in the last
3 part there, in the last couple of years, he
4 was able to make some payment toward the
5 default payments on this Bank of Nashville
6 loan. But he still — The business was
7 actually operating in the red. And, had
8 probably from the beginning.

9 But, with these
10 renovations, had he been able to complete
11 those, this Court finds that he could have
12 operated in the black. And, could have
13 ultimately retired these debts and sold this
14 business and make a profit. How much, I
15 don't know.

16 In 2004, The Mill
17 was operating at a loss. So, Mike agreed
18 that it should be sold. He agreed with
19 Angel, Sadat and Baghai. Baghai, if I'm
20 mispronouncing it, just correct it. He was
21 the attorney for Angel. He was out in
22 California. Sadat was the mortgage guru.
23 An advisor.

24 There was also a
25 CPA. But, I don't find that he really did a

1 \$110,419.66. And, that's broken down on
2 Exhibit #131. The substantial portion of
3 that came in 2002, the later part, after he
4 was notified about they were out of money in
5 the first part of 2002.

6 And, he also used
7 rental income to continue to help. And,
8 this money that Mike advanced here, the bulk
9 of it, came on the end there. I was
10 talking about there, came from the equity
11 from the profit he made on the sale of his
12 house that was located in Brentwood.

13 And, at the time
14 that Michael ran out of money, he was in the
15 process of completing or renovating other
16 portions of The Mill, particularly the
17 atrium, atrium area. He had torn out the
18 second floor and built stairs to it;
19 rerouted waterlines. He had planned to have
20 a number of shops and businesses on the
21 second floor overlooking the main floor.

22 And, these would
23 have been paying a sufficient — In his
24 opinion, these would have been paying a
25 sufficient amount of rental for the business

1 lot of advising about this. And, these
2 people were all, of course, located in
3 California, Nevada and various places. And,
4 less likelihood of having knowledge of local
5 things than local realtors or accountants or
6 residences in my opinion in general. I
7 wouldn't know a thing about — I don't know
8 much about property here. But, I know a lot
9 less about property located in California
10 and Nevada.

11 Mike contacted Mike
12 Walker, a real estate agent, after they
13 agreed that they would sell it. He
14 contacted Mike Walker, a real estate agent
15 with Cumberland Real Estate to sell the
16 property.

17 And, he suggested to
18 Mike the original listing price would be —
19 They kept saying \$1.9 million. But, it's
20 \$1,900,000. That was the original listing
21 price.

22 Apparently, it was
23 listed for awhile. And, no one showed any
24 interest. And, no contacts about it. No
25 offers. So, a couple of extensions were

1 listed on this listing contract. And, I
2 think it may have been lowered some.

3 But, after a while,
4 Angel and Sadat and Baghai became anxious to
5 sell this. And, I believe some of this,
6 they became anxious here because of this
7 bankruptcy of this \$12 million business that
8 Jean had owned in California. She owned a
9 building out there. And, it was producing
10 \$600,000 a year income.

11 And, she was living
12 an extravagant type of lifestyle, owning
13 houses and cars. Big houses. Big cars.
14 Doing a lot of gambling. Enjoying life the
15 way she wanted to, which was fine.

16 But, her tenant went
17 bankrupt out there. And, when he went
18 bankrupt, she lost this income. Sold the
19 building for \$10 million, but lost this
20 income there for awhile. And, when they
21 lost this income, she — I think things kind
22 of went sideways. And, people just — she
23 and her money advisors, who were not only
24 advising her, but taking a lot of her money
25 as well, and her daughter, all began to get

1 time said, "Look, things are not going
2 right. I'm just going to file suit in
3 Nevada and be appointed conservator of
4 Mother and got this all taken care of like
5 it ought to be." Because she had developed
6 dementia and early stages of Alzheimer's.

7 And, his sister
8 said, "No, I'm going to do that too. I'll
9 get this." So, she filed a petition. And,
10 she actually got appointed conservator by
11 the Nevada Court.

12 Well, not only did
13 she get appointed, Nevada approved that this
14 property up here could be sold for \$850,000.
15 And, they just decided, I guess Mike Walker
16 must have testified down there or something.
17 But, that this would be a good value for it.
18 Or, Sadat or Baghai or some of these people
19 that didn't really have very much knowledge
20 about it, except Mike Walker possibly.

21 But, The Mill was
22 ultimately sold to Gibbs for \$900,000 with
23 no input from Michael Echevarria. And,
24 Gibbs said it was worth more than 900,000.
25 He said he would have probably given \$1

1 anxious about, well, we need to do
2 something. Something is wrong. So,
3 something needs to be fixed. And, about the
4 only thing we can fix is this Mill up here.
5 If we can just recoup what we can get out of
6 it. We're losing money. And, they were
7 losing money.

8 And so, during this
9 time, they did receive an offer of \$1
10 million, with \$100,000 deposit. Well, Mike
11 Echevarria here, he decides that's just too
12 low. That is just not enough. He would not
13 accept it. He rejects it.

14 And, upon his
15 rejecting of this, that's when I think
16 that's when Angel — And, they lost that
17 sale. — and Sadat and Baghai said, "We'll
18 just cut him out." And, they cut him out.
19 They put him out of the loop. They ignored
20 his original contract with Jean.

21 And, they didn't
22 know what it was anyway because they were
23 not involved. They cut him out and said,
24 "We'll sell it." They go to court.

25 So, Mike at this

1 million for it. But, there weren't any
2 counter-offers.

3 He offered 900,000
4 and they jumped on it. They didn't say,
5 "Well, no, we'll take a million one or
6 something." They just said, "No, we'll take
7 it."

8 So, during the
9 process of all this selling, Mike here
10 decided he'd file suit in this Court and
11 adjoin the sale of this property. And, I
12 think this Court granted a temporary
13 restraining order.

14 But ultimately, this
15 Court dismissed that restraining order.
16 And, I believe it was on January 25th, not
17 only did this Court dismiss all of his suits
18 there, but this Court ordered him off the
19 property, basically I think finding that he
20 had been terminated by the owner, or by the
21 owner's power of attorney, or the trustee of
22 the trust. And, that he was merely a
23 trespasser on the property now because he
24 had no —

25 He was no tenant.

1 And, I'm finding that again here today. I
2 don't remember what all went into the
3 findings back then. And, I doubt there was
4 even a court record there. There could be,
5 but it hasn't been put before the Court this
6 week. But, I don't recall the specifics of
7 that.

8 But, I did order
9 him off the property. He had been
10 terminated. And, Angel had employed Randy
11 Thamel to be the managing agent of that
12 site called The Mill now.

13 So, he had been
14 given notice on December the 15th, a letter
15 from Angel, on behalf — in her
16 representative capacity as one of those
17 positions.

18 She was to be the
19 president. He was no longer the president.
20 For him to vacate the premises. And, he
21 didn't. He didn't vacate.

22 So, a little over a
23 month later on January 25th or the 24th,
24 this Court ordered him off. And, on the
25 25th, Randy was over there changing the

1 looks on the door. And, they had a little
2 run-in. Ordered him to get off and take his
3 cars off the property or he would be
4 arrested. So, he got off the property.

5 And, the girlfriend
6 was in the apartment. And, she had to
7 leave. And, there was just all kinds of
8 problems there.

9 And, I'm sure it was
10 a factor in my decision that day that Gibbs
11 wasn't going to buy unless Mike was off the
12 property. He was merely a trespasser. He
13 had no ownership interest in this property
14 at all. I'm sure I ordered him off because
15 I didn't want them to lose the sale. I
16 didn't want them to — He had no claim or no
17 rights to live there as a tenant or
18 anything.

19 And, there were some
20 certain orders entered by these Nevada
21 Courts that was I think being argued to me
22 that I had to give full faith and credit.

23 It had just been a big free-for-all for
24 months and for years in many states. So, I
25 wish I had a clearer recollection of exactly

1 what happened, but I don't.

2 Just a note, Mike
3 Walker testified \$900,000 was a fair value.
4 But, he did testify he didn't make a
5 counter-offer. He testified that was a fair
6 value. But, Gibbs testified he would have
7 probably given \$1 million for it. That's
8 100,000 more dollars.

9 It was only after
10 Mike was removed from this property that he
11 learned how the \$700,000 line of credit had
12 been depleted. And, I find that it was
13 wrongfully depleted by Jean Echevarria or by
14 Angel Echevarria in her representative
15 capacity.

16 Only the —
17 Certainly of all these categories that was
18 entered on Exhibit #182, the one that stands
19 out to be the most striking evidence is that
20 for Jean to take money out of this account
21 to purchase a home with and to build a
22 swimming pool, certainly that one, without
23 any argument, could not have been
24 anticipated. And, the total of that for
25 Jean, which was for her personal benefit,

1 was 247,000. And, a lot of renovation could
2 have been done for \$247,000.

3 Several of these
4 others, he's testified, that none of these
5 others, except for the architect, were
6 supposed to be used either. And, of course,
7 the construction money was legitimate on
8 this exhibit. But, the insurance,
9 utilities, the advertising The Mill at
10 Lebanon, all these others he says, his
11 testimony is, that they were supposed — She
12 was putting up the capital. She was
13 supposed to pay these.

14 And, this hasn't
15 been rebutted. And, I don't suppose it
16 could be rebutted because Jean wasn't here
17 to testify. There was no objection to him
18 testifying to any conversations or
19 transactions between he and Jean. So, he
20 testified to those. And, there has been no
21 rebuttal.

22 He says these were
23 all anticipated that she would pay these
24 from her personal funds. She had \$600,000
25 in income a year. But, I think some of this

1 all went away when she lost her income and
2 everybody began to grasp, "Well, what are we
3 going to do now?"

And, that's when she
4 began to see other people and try to figure
5 out what to do and take advice from people
6 that were charging her a lot of money.

Now, there's been
7 some argument about the fact that there was
8 \$100,000 after the house on Garry Drive was
9 sold. There was \$100,000 placed in the Bank
10 of Nashville account. That was after some
11 of this \$247,000 was removed for buying the
12 house or property on the Dessert Highland
13 Drive.

Then ultimately,
14 there was 140 something thousand, or other
15 monies deposited in this account with the
16 Bank of Nashville.

But, the \$100,000
17 which was made sometime in 2001 before all
18 the money was removed, was money that Jean
19 realized from the sale of her property in
20 Nevada. Even though it's where her daughter
21 lived, her daughter, the testimony is, only

1 contract.

2 So, I don't really
3 believe they are a very meaningful argument
4 there for the bulk of that money that was
5 argued. I think it was maybe \$304,192.38.
6 the bulk of that money, all but \$100,000 was
7 merely to prevent foreclosure and so forth.
8 It was payments on default, the way I
9 understand the testimony.

10 The only testimony
11 before this Court is that all the \$50,000 of
12 the money that was of the \$700,000 to the
13 Bank of Nashville, was to be used for
14 renovation of the building so it could be
15 sold and the profits split.

16 But, there was
17 evidence in the record the \$50,000 was
18 supposed to be reimbursed to Jean.

19 I find that this
20 wrongful withdrawal of those funds, as well
21 as the wrongful interference with his
22 selling this property, prevented Mike from
23 performing his contract, which was complete
24 renovation and to sell the property.

25 I find the interest.

1 worked two or three months in the last
2 several years. Had no income, other than
3 living off her mother, it's evident from the
4 testimony that's been before the Court.

5 But, she could have
6 made a gift to her daughter. I don't know
7 what the law is out there. But, I find that
8 the \$100,000 for this property was also in
9 her name, as well as her daughter's. So, I
10 find this was Jean's \$100,000. This was
11 just part of the capital outlay that -- Or,
12 some other reimbursements of some of the
13 money she removed. Some of the roughly
14 \$400,000.

15 And, as far as these
16 payments, these subsequent payments that
17 were mostly made in 2003, later part of 2002
18 and 2004, those years -- And, that was on
19 Exhibit #216 that tells exactly when those
20 payments were made. Those were all made
21 after default. After all the money was
22 deleted from the account. Those were made
23 to catch up on payments, not to put money in
24 the bank for renovation or construction or
25 repair to live up to the terms of the

1 on the loan to Wells Fargo and the Bank of
2 Nashville were to be paid by Jean. And, not
3 from the proceeds of this building loan.
4 This building loan was to be used for
5 renovation, this line of credit. And, only
6 for that, except for the \$50,000. And, any
7 other expenditure was a wrongful expenditure
8 by Jean or her agent, power of attorney or
9 trustee.

10 In a breach of
11 contract situation, one has a right to ask
12 for specific performance, or if that cannot
13 be accomplished, and it can't be in this
14 because there's no way to determine what the
15 profit would have been had he been allowed
16 to finish and sell this property. Or in the
17 alternative, the value of his performance.

18 And, I find that
19 this is an expressed oral contract. It's
20 not implied in any form or fashion. It's
21 expressed. It may be in some form or
22 fashion, but it's actually an expressed
23 contract.

24 I find that it was
25 because of Joan Echevarria and her agents,

1 and/or agent's things, wrongful doings, that
2 renovation wasn't finished. And, as I've
3 stated, the value of his services, he's
4 testified the value of his services in his
5 opinion would be \$8,000 per month. And,
6 the OEA testified that that was reasonable.

7 And, his services
8 was, he acted as a joint contractor. He
9 went in and dealt with the zoning people.
10 Made application for it to be rezoned from
11 manufacturing to business. He marketed the
12 different businesses there. He did
13 brochures and various things. He worked
14 with the tenants.

15 He actually
16 improvised at times, making the light
17 fixtures and digging the pit for the
18 Intrigue. He actually learned how to
19 sandblast and oversaw that work so they
20 could save money. He built a tower. He got
21 his own welder to do the work. He
22 negotiated with different contractors to get
23 a good price on everything.

24 He billed his
25 sister. And, he mailed invoices and various

1 the building and places there. Recruited
2 vendors for the Shopper's Alley.

3 He worked different
4 places trying to -- And, he did finally
5 secure a construction loan or line of
6 credit. He had some commercial leases
7 prepared. He hired a local artist to do
8 some paintings for the Pub and for business
9 there in general. Oversaw the paving.

10 He had the apartment
11 built. Worked with the fire department and
12 BellSouth Pioneers for the Toys for Tots.
13 Saw that the roofing was done. Having the
14 second floor removed. And, worked
15 diligently getting tenants to be there.

16 He was collecting
17 quite a bit of rent at the time he was
18 moved out. I've got that written down
19 somewhere. I'll try to cover it.

20 So, I think when we
21 consider all the things that he did, that
22 this \$8,000 a month. And, particularly in
23 light of the fact that Angel hired Randy
24 Trammel for four weeks for \$5,000 with a lot
25 less responsibilities. And, you know, his

1 things to his sister. And, he had a bad
2 method of managing, collecting bills and
3 then mailing them to his sister. His sister
4 would keep them in a box. Nobody ever
5 looked at them.

6 But, this is
7 consistent with what he felt like his
8 duties were to manage this business,
9 oversee the construction and manage the
10 business and mail the bills to her and let
11 her pay them. He didn't have the ability to
12 write checks.

13 He also dealt with
14 engineers, structural engineers, roofing
15 people, dealt with -- He had the property
16 appraised. He dealt with attorneys, Wells
17 Fargo, Bank of Nashville.

18 He replaced broken
19 bricks in the sidewalk; has his employees do
20 that. He fixed windows. Cleaned up the
21 lint room. I know he talked about that was
22 a real job. He hosted he -- He marketed the
23 event room and hosted parties and various
24 things there. He dealt with the waste
25 management people. He sold scrap metal from

1 real basic responsibility was to see to it
2 that he got Mike out of there.

3 And, he didn't work
4 12 or 15 hours a day. He worked other jobs.
5 He kind of came on and left. He was just
6 overseeing the property a little bit. Not
7 overseeing construction. And, he wasn't
8 doing any constructing. He was collecting
9 some rents he said. He was only there a
10 month. He was only there a month. But, he
11 was doing very little. And, he was worth
12 5,000.

13 I did find though
14 that even though he's entitled -- And, I'm
15 giving him judgment against the Defendants
16 for \$8,000 a month from May 24, 2000 until
17 the date he left, which was January 25,
18 2005.

19 He testified that he
20 did receive some compensation from NEC
21 drafts, banks, checks or something;
22 \$19,179.47. I'm offsetting the judgment of
23 that amount.

24 He testified that
25 some of the Discovery items were personal in

1 nature and should not be charged against the
2 business; \$8,291.83. And, I'm deducting
3 that amount from what he's entitled to.

4 I'm allowing this
5 judgement to draw interest from the date
6 that he was — The property was actually
7 sold. Because that's when the profit would
8 have been split would there have been
9 profit, which was 2/3/05.

10 The next issue is
11 about the money loaned. There was only
12 testimony before this Court that he loaned
13 The Mill \$110,419.66 with the agreement with
14 his mother that this was a loan and that it
15 would be repaid; paid back to him.

16 And, there was no
17 counter-evidence to this at all. He showed,
18 testified where he got the money from. From
19 the sale of his house. He only used — The
20 bulk of this money only came in after he
21 started on 1/27 after — Just immediately
22 during or before. And, after he found out
23 they were broke. There was no more money in
24 the line of credit.

25 There are various

1 Plaintiffs in the Complaint Brief does not
2 apply.

3 There was no lease.
4 No rent was paid. Just part of the big
5 picture here.

6 I find that Mike
7 Echevarria was not a tenant of Jean
8 Echevarria or The Mill, nor of The Mill,
9 LLC; of Lehman, LLC.

10 Upon Mike Echevarria
11 being discharged as president and requested
12 to vacate December 15, 2004, he became a
13 trespasser. I find that Angel Echevarria on
14 behalf of the Jean Echevarria Trust, or
15 power of attorney or conservator, had the
16 right to enter the premises and remove Mike
17 Echevarria and his possessions.

18 Angel, in her
19 representative capacity had a duty to see
20 that the trespasser suffered no injury or
21 loss as a result of intentional, willful
22 or wanton conduct —

23 (There is an
24 interruption in
25 the proceedings.)

1 other payments that he made above. He
2 testified that a lot of times, he was out
3 and had his personal checkbook. And, it was
4 easier for him just to write a check, than
5 it was to — He couldn't carry the big
6 checkbook around with him everywhere he
7 went. It was simpler for him to do that.

8 But, I'm, based upon
9 the only testimony before this Court, it was
10 a loan. And, she had agreed to this.
11 Agreed to pay him back. I'm giving him
12 judgement for that \$110,419.66 against the
13 Defendants.

14 And, 10 percent
15 interest to draw from 3/3/2002. I made that
16 from the last one. I used my discretion.
17 Because I'm not going up here on each one of
18 these \$144 on 5/19. It would be an
19 accountant's nightmare. And, I'm not going
20 to put anybody through trying to figure out
21 what that would be.

22 The last issue of
23 the Plaintiff, this wrongful ouster. As I
24 have stated, Mike Echevarria was not a
25 tenant. So, the statute referred to by the

1 THE COURT: The landowner
2 had the duty to simply refrain from doing or
3 inflicting unnecessary or willful or wanton
4 injury to the goods of the occupant. Not
5 act with complete indifference to the
6 consequences.

7 It is evident that
8 Angel in her official capacity as sure of
9 these power of attorney, president of The
10 Mill, conservator, trustee, had control of
11 The Mill after Mike was ejected on January
12 25, 2005. She or her agents are the only
13 ones that had access to the apartment or
14 building after January 25, 2005.

15 Mike has testified
16 under oath that these items were there when
17 he was removed. And, that they were not in
18 the storage when he went to pick them up.
19 These items are on Exhibit #175.

20 He has testified to
21 these items and to the value. Angel
22 testified that they helped pack these items,
23 or packed these items. It is evident from
24 looking at the pictures, that the items were
25 packed roughly, in a rough manner, loose

1 manner, whatever. A lot of items were just
2 thrown in the boxes, broken and torn up.

3 Plants were taped
4 down from the top, over the top, ruined.
5 And, she also testified that the marble
6 table was broken to pieces. Now, there was
7 a picture of it entered. I don't recall
8 when that picture was taken or if it was
9 ever testified to when. But, it wasn't in a
10 broken condition when the picture was taken.

11 There was also a
12 wooden table broken and various other items
13 of hers broken or damaged. Computers
14 damaged. Computers missing. Computers
15 taken. Files taken. Amanda walking out of
16 the building with something in her hand.
17 Mike Walker walking out of the building with
18 something in hand. There were pictures
19 evidencing this.

20 The fact that Amanda
21 cursed and rocked, made fun of Caroline, the
22 girlfriend of Mike's, on 2/2/05.

23 Angel allowed Randy
24 Trammel to change the locks, which prevented
25 Mike from removing his items. Randy Trammel

1 So, Angel says his
2 employee was up there and let them in. So,
3 apparently, there were a lot of people that
4 had keys running around. And, we don't know
5 who these people were. We don't know if
6 they had a criminal background or anything
7 else. We don't know. But, we know who was
8 in control and in charge of this building,
9 was Jean or her agent.

10 Nevertheless, I find
11 that Angel was in charge, had control of the
12 building and Mike's items. She had control
13 of them as well. Even if she acted
14 willfully, or maliciously or intentionally.
15 And, I really don't find that she acted that
16 way personally. There was some testimony
17 that she may have said something. But, she
18 said she didn't, but her daughter did.

19 But, I find that she
20 did act indifferently as to the consequences
21 of what happened to Mike's property. And,
22 therefore, Jean is liable, or The Mill is
23 liable, or the Trust is liable. All the
24 Defendants are liable to Mike for the amount
25 that he's testified to: \$17,485.

1 threatened arrest, to have Mike arrested if
2 he didn't leave the premises and remove his
3 vehicles from the parking lot. So, Mike
4 did that.

5 Randy allegedly gave
6 keys to Mike Walker who doesn't recall; he
7 denies. Randy says he wasn't there on the
8 day the items were removed for storage.
9 But, Walker must have let them in, is what
10 Randy Trammel says. Walker denies letting
11 anybody in that day.

12 Walker says he was
13 never in the apartment before the items were
14 removed on 2/2 after eviction. However, he
15 showed Gibbs the apartment, who is the
16 ultimate purchaser of the apartment,
17 sometime before closing on 2/3/05.

18 Angel says that an
19 employee of Randy had a key and let them in
20 on the 2nd. That wasn't consistent with
21 Randy Trammel's testimony who did not give a
22 key to anybody other than Walker. He said
23 that must be how they got in was through
24 Walker. He didn't testify he had his
25 employee up there to let them in.

1 And, sure of the
2 records for this is that Angel allowed her
3 mother to take a mirror and some wine. She
4 allowed her daughter in the building,
5 knowing that her daughter, Amanda, had had
6 some criminal problem. I don't know exactly
7 what it was. But, some. And, that Amanda
8 did not have any use for Caroline. And,
9 that she had cursed her and rocked her.
10 And, she allowed
11 Randy Trammel and/or his employees free
12 access to the apartment and building. She
13 allowed Mike Walker access. I feel like she
14 breached her duty to not allow something
15 adversely to happen to Mike's property. To
16 be totally indifferent to the consequences
17 of what might happen.

18 As of the date that
19 these items were removed, he was denied use
20 of the property January 25, 2005, I'll allow
21 him 10 percent interest from the date;
22 judgment of that date.

23 As far as
24 Defendant's claim for misfeasance,
25 misfeasance, conversion, et cetera, I find

1 there was no evidence at all in this Court
2 that there was any malfeasance, misfeasance
3 or conversion of property by Mike
4 Echevarria.

5 And, he had the Pub
6 leased for \$2800 or 3000. He had Highland
7 rented, or Crossroads, for 5000. The Alley
8 for 15 or 25 cents a square foot. Intrigue
9 for 5000. I feel like that he was really
10 energetic and doing a good job.

11 He worked several
12 hours a day. He worked very well diligently
13 and hard to get tenants to do whatever they
14 wanted to get them to come there. Like
15 Intrigue, he spent months wooing her there.

16 I don't find that he
17 converted any funds. I know he used funds
18 from the Discovery and from the NEC. But,
19 he wasn't being compensated any money. He
20 was — The deal was, he was going to split
21 after it was over.

22 I just have to find
23 I guess, that that might be implied. That
24 one has to have food to eat to survive.
25 And, not only was this food, but this was

FERGUSON'S CERTIFICATE

1
2
3 I, Teresa D. Hatcher, Court
4 Reporter, do hereby certify: That I
5 reported the CHANCELLOR'S RULING IN THE
6 MATTER OF: MICHAEL ECHEVARRIA VERSUS JEAN
7 ECHEVARRIA AND THE JEAN ECHEVARRIA TRUST,
8 being case No. 05-010 on December 1, 2006.

9 The said testimony was reduced to
10 typewritten form, and the foregoing
11 transcript (Pages 1-50) is a true and
12 accurate record of said proceedings to the
13 best of my skills and ability.

14 Further, that I am neither counsel
15 for nor related to any of the parties
16 involved therein, and I have no financial or
17 otherwise interest in the outcome of these
18 proceedings whatsoever.

19 This _____ day of _____, 2006.

20
21
22 Teresa D. Hatcher
23 Court Reporter

24 My commission expires: March 9, 2008

25

1 alcohol and so forth that he bought. But, I
2 think recreation and things like that, I
3 understand that people — No life at all for
4 five years would be the same thing as being
5 in prison.

6 So, that's not a
7 stretch of my imagination to see that there
8 was implied and understood that he would be
9 using some of the funds from the NEC
10 account. And, the Discovery card was just
11 handed to him with a \$12,000 limit. And, it
12 was testified it was to cover his cost of
13 living. I don't find that these were
14 inappropriate. Certainly, not a conversion.
15 And, he's testified honestly and truthfully
16 about them, that they should be credited
17 against, or debited against what judgment he
18 has.

19 I'm going to require
20 Defendant to pay the court cost. That's all
21 my findings; all my conclusions. Mr. Kane,
22 Ms. Kane, if you'll prepare the order.

23 MR. KANE: Yes, Your Honor.

24 THE COURT: Thank you.

25 THIS CONCLUDES THE CHANCELLOR'S RULING.

STATE OF TENNESSEE

COUNTY OF WILSON

I, C. K. Smith, hereby certify that Barbara Webb is the duly and acting Clerk and Master of the Chancery Court of Wilson County, Tennessee.

This the 25th day of June, 192007

C. K. Smith
CHANCELLOR

STATE OF TENNESSEE

COUNTY OF WILSON

I, Barbara Webb, hereby certify that the Honorable C. K. Smith is the duly elected, qualified and acting Chancellor of the Chancery Court of Wilson County, Tennessee.

This the 25th day of June, 192007

Barbara Webb
CLERK AND MASTER



EXHIBIT "4"

APN# 190-06-717-005

NOTICE OF FOREIGN JUDGMENT PURSUANT TO NRS 17.350 JUDGMENT

Receipt/Conformed Copy

Requestor:

LEGAL EXPRESS

07/10/2007 15:30:57 T20070122776

Book/Instr: 20070710-0004767

Judgment Page Count: 25

Fees: \$38.00 N/C Fee: \$0.00

Recording requested by:

Cary C. Payne, Esq. / Legal Express

Return to:

Name CARY COLT PAYNE, CHTD.
c/o Cary C. Payne, Esq.

Address 700 South Eighth Street

City/State/Zip Las Vegas, NV 89101

Debbie Conway
Clark County Recorder

This page added to provide additional information required by NRS 111.312 Sections 1-2
(Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

CARY COLT PAYNE, CHTD.

700 South Eighth Street
Las Vegas, Nevada 89101
Tel: 702.383.9010 • Fax 702.383.9049



1 NOTC

2 CARY COLT PAYNE, ESQ.

3 Nevada Bar #004357

4 CARY COLT PAYNE, CHTD.

5 700 South Eighth Street

6 Las Vegas, Nevada 89101

7 (702) 383-9010

8 Attorney for Judgment Creditor,

9 MICHAEL ECHEVARRIA

10 DISTRICT COURT

11 CLARK COUNTY, NEVADA

12 In the Matter of the Guardianship of the)

13 Estate of JEAN RUTH ECHEVARRIA,)

14 Adult Ward.)

Case No.: G27262

Dept. No.: E

Date: June 27, 2007

Time: N/A

15 **NOTICE OF FOREIGN JUDGMENT, ETC.**
16 **IN ACCORDANCE WITH NRS 17.350**

17 TO: ALL INTERESTED PERSONS;

18 ANGEL L. ECHEVARRIA, as Guardian, Attorney in Fact, and
19 As Trustee of the JEAN RUTH ECHEVARRIA Trusts

20 PLEASE TAKE NOTICE that a Foreign Judgment (Exhibit "A") has been
21 entered, by MICHAEL ECHEVARRIA against the property of the Ward/Settlor,
22 Trust, etc. or the property of the ward, etc. herein, attaching the interests in
23 certain real property identified herein below.

24 The said property affected by this action are situated in the County of
25 Clark, State of Nevada, and more commonly known as, 12 Desert Highlands
26 Drive, Henderson, Nevada, legally described as:
27
28

FILED

JUN 30 12 25 PM '07

CLERK OF THE COURT

FILED

JUN 30 12 25 PM

CLERK OF THE COURT

1 Lot Thirty-Seven (37) in Block One (1) of FINAL MAP OF
2 ANTHEM COUNTRY CLUB PARCE 5, as shown by map
3 thereof on file in Book 88 of Plats, page 33 in the office of
4 the County Recorder Clark County, Nevada.

5 APN 190-06-717-005

6 DATED this 29th day of June, 2007.

7 CARY COLT PAYNE, CHTD.

8 

9 CARY C. PAYNE, ESQ.
10 Nevada Bar #004357
11 700 South Eighth Street
12 Las Vegas, Nevada 89101
13 (702) 383-9010

14 Attorney for Judgment Creditor,
15 MICHAEL ECHEVARRIA
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28

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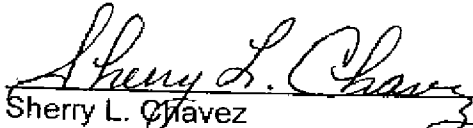


CERTIFICATE OF CERTIFIED MAILING

The undersigned employee of CARY COLT PAYNE, CHTD., hereby certifies that on the 29th day of June, 2007, a copy of the foregoing **NOTICE OF FOREIGN JUDGMENT, ETC. AND NOTICE** was served, by placing a copy in an envelope, **certified mail** postage fully prepaid, in the U.S. Mail, at Las Vegas, Nevada, said envelope addressed to:

Angel Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Elizabeth Brickfield, Esq.
LIONEL SAWYER & COLLINS
300 South Fourth Street, #1700
Las Vegas, Nevada 89128


Sherry L. Chavez
An employee of Cary Colt Payne, Chtd.

FILED

JUN 27 9 38 AM '07

CRaf
CLERK OF THE COURT

1 AFFT

2 CARY COLT PAYNE, ESQ.
3 Nevada Bar #004357
4 CARY COLT PAYNE, CHTD.
5 700 S. Eighth Street
6 Las Vegas, Nevada 89101
7 (702) 383-9010

8 Attorney for Petitioner,
9 MICHAEL ECHEVARRIA

10 DISTRICT COURT

11 CLARK COUNTY, NEVADA

12 In the Matter of the Guardianship of the)
13 Estate of JEAN RUTH ECHEVARRIA,)

Case No.: G27262
Dept. No.: H

14 Adult Ward)
15)
16)
17)

18 AFFIDAVIT UNIFORM ENFORCEMENT OF FOREIGN JUDGMENT
19 PURSUANT TO NRS 17.350

20 STATE OF NEVADA)
21)ss.
22 COUNTY OF CLARK)

23 I, MICHAEL ECHEVARRIA, under penalty of perjury, being first duly
24 sworn, deposes and says:

25 1. I am the judgment creditor and is competent to testify to the facts
26 stated herein;

27 2. I am the Plaintiff and now Judgment Creditor located 120 Pana
28 Drive, Hendersonville, Tennessee 37075 in Case No. A05040 in the Chancey
Court of Wilson, Tennessee styled Michael A. Echevarria vs. the Mill at
Lebanon, LLC and The Jean Echevarria Trust and Jean Echevarria.

3. A judgment was entered in my favor the above case on January 2,
2007 against The Mill at Lebanon, Tennessee, LLC and The Jean R. Echevarria



1
2 Trust and Jean Echevarria individually in the amount of \$679,995.88, a
3 exemplified copy of order and transcript is attached hereto.

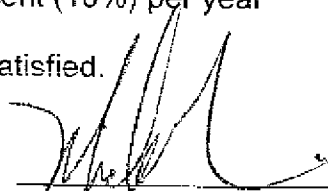
4 4. Said Judgment and order was also recorded in the Official
5 Records for Clark County, Nevada in Book 20070517, Instrument No. 0004538
6 on 5/17/07;

7
8 5. The judgment is against The Jean R. Echevarria Trust and Jean
9 Echevarria jointly, has not been satisfied. The name and address of the
10 judgment debtor is 12 Desert Highland Drive, Henderson, Nevada 89075 (no
11 post office);

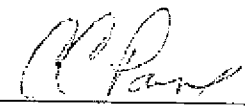
12 6. The judgment is valid and enforceable, and has only partially been
13 satisfied to wit: \$90,673 on 6/8/07;

14 7. There are no set-offs or counterclaims in favor of the judgment
15 debtor;

16 8. The exact amount due as of the date below on the judgment
17 against The Jean R. Echevarria Trust and Jean Echevarria jointly and severally
18 is \$625,814 which continues to accrue at ten percent (10%) per year
19 compounded or approximately \$150 a day until satisfied.
20

21
22
23 
MICHAEL A. ECHEVARRIA

24 SUBSCRIBED and SWORN to before me
25 this 26th day of June, 2007.

26 
27 NOTARY PUBLIC in and for said
28 County and State

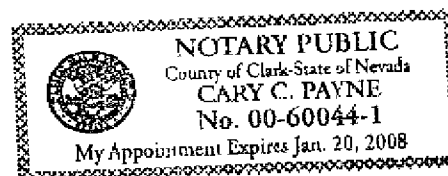


EXHIBIT "5"

RECORDING REQUESTED BY
Old Republic Title Company
DR30002339-TD
APN 094-011-210

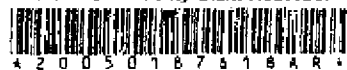
WHEN RECORDED MAIL TO

Name Jean R. Echavarria, et al
Street Address 4405 Riverside Drive #208
City Burlingame, CA 94005
State
Zip

2005-187618

02:04pm 10/26/05 DE Fee: 10.00

Count of pages 2 FC
Recorded in Official Records
County of San Mateo
Warren Slocum
Assessor-County Clerk-Recorder



4 2 0 0 5 0 1 8 7 5 1 8 A R

SPACE ABC

Grant Deed

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$9,855.90
(X) computed on full value of property conveyed, or
() computed on full value less of liens and encumbrances remaining at time of sale.
() Unincorporated area: (X) City of Foster City

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
4050 Lakeside Limited Partnership, a California limited partnership

hereby GRANT(S) to

Jean R. Echavarria, an unmarried woman and Angel M. Echavarria, a married man, as his sole and separate property, as
Tenants in Common
that property in City of Foster City, San Mateo County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Mail Tax Statements to Grantee at address above

Date: October 20, 2005

4050 Lakeside Limited Partnership, a California Limited Partnership

By: Frances Group LLC, GP

STATE OF CALIFORNIA

COUNTY OF Napa

On 10/20/05 before me, the undersigned, a Notary Public in and for said State, personally appeared

David C. Troppy

By: David C. Troppy, Managing Member

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]

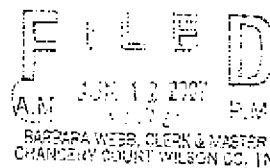
Name Tiffany Diehl
(typed or printed)



(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

FILED
JUN 13 2007
BARBARA WELLS, CLERK
CHANCERY COURT, WILLIAMSBURG, VA



ORDER NO. : 0830002335-TD

EXHIBIT A

The land referred to is situated in the County of San Mateo, City of Foster City, State of California, and is described as follows:

Parcel I:

Parcel B of Parcel Map No. 73-88, being a resubdivision of Lots 23, 24 and a portion of Lot 29, as designated on the Map entitled, "Tract No. 820, Foster City-Industrial Park No. 1, in Unincorporated Territory, San Mateo County, California", which map was filed in the Office of the Recorder of the County of San Mateo, State of California, January 15, 1964, in Book 59 of Maps, at Pages 35, 36 and 37, also Parcel 'A' and Parcel 'B', as said Parcels are shown on that certain map entitled, "Parcel Map 8-73 in the incorporated territory of the City of Foster City, County of San Mateo, State of California", which map was filed in the Office of the Recorder of the County of San Mateo, State of California, on July 6, 1973, in Volume 21 of Parcel Maps, at Page 19", as recorded in the Office of the Recorder of the County of San Mateo, State of California, January 23, 1989, in Book 61 of Parcel Maps, at Page 64.

Parcel II:

Together with a non-exclusive Easement for ingress and egress over and across the South 10 feet of the West 62 feet of Parcel "C", as said Parcel is shown on that certain Map entitled, "Parcel Map 8-73 in the incorporated territory of the City of Foster City, County of San Mateo, State of California, being a resubdivision of Parcels A and B of Parcel Map, recorded in Book 12 of Parcel Maps, at Page 21, and also being a resubdivision of Lots 25 and 26, Tract No. 820, Foster City-Industrial Park Unit No. 1, Recorded in Vol. 59 of Maps, at Pages 35 to 37, inclusive, San Mateo County Records", which Map was filed in the Office of the Recorder of the County of San Mateo, State of California, on July 6, 1973, in Volume 21 of Parcel Maps, at Page 19.

APN: 094-011-710

JPN: 094-001-011-08.01A
094-001-011-17A
094-001-011-18A

EXHIBIT "6"

1 MOT

2 Lionel Sawyer & Collins
3 Elizabeth Brickfield, Bar No. 6236
4 Meredith Stow, Bar No. 9203
5 300 South 4th Street
6 Las Vegas, NV 89101
7 (702) 383-8888 (phone)
8 Attorney for Guardian and Trustee Angel Echevarria

9 DISTRICT COURT
10 CLARK COUNTY, NEVADA

11 In the Matter of the Guardianship of the
12 Person and Estate of

Case No.: G 27262
Dept. No.: H

13 JEAN R. ECHEVARRIA,
14 an adult ward.

15 MOTION TO STAY ENFORCEMENT OF JUDGMENT AND EXPUNGE LIEN

16 Angel L. Echevarria, as Guardian of Jean Echevarria and as Trustee of the Jean Ruth
17 Echevarria Trusts, by and through her attorney, Elizabeth Brickfield Esq., respectfully moves this
18 Court for an Order expunging the lien and staying enforcement of the Judgment entered on June 27,
19 2007. This Motion to Stay Enforcement of the Judgment and to Expunge the Lien is made pursuant
20 to Nevada Revised Statutes 17.360 and 17.370, the Points and Authorities that follow, and the
21 pleadings and papers already on file in this matter.

22 Dated this 17 day of July, 2007.

23 LIONEL SAWYER & COLLINS

24 By Elizabeth Brickfield
25 Elizabeth Brickfield, Bar No. 6236
26 Meredith Stow, Bar No. 9203
27 Lionel Sawyer & Collins
28 300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101
Attorneys for Guardian Angel Echevarria

received
7-25-07

STATE OF TENNESSEE 15 TH JUDICIAL DISTRICT CHANCERY COURT	APPEAL BOND	CASE FILE NUMBER 04-418
APPELLANT (Party appealing) THE MILL AT LEBANON, LLC THE JEAN R ECHEVARRIA TRUST JEAN ECHEVARRIA, Individually		APPELLEE MICHAEL A ECHEVARRIA
APPEAL TO: <input checked="" type="checkbox"/> Court of Appeals <input type="checkbox"/> Supreme Court	BOND AMOUNT \$879,995.88	DATE BOND EXECUTED

BOND

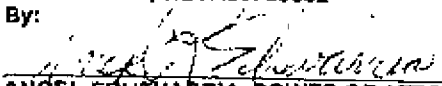
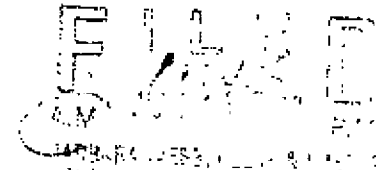
We, the undersigned, agree to pay MICHAEL A ECHEVARRIA

An amount not to exceed the bond amount indicated if so ordered. This bond is conditioned to secure:

☐ Costs (See T.R.A.P. 8.)

☒ Payment of the judgment, interest, damages for delay, and costs on appeal. (This clause should be checked if bond is for stay of a judgment directing the payment of money; See T.R.C.P. 62.05)

☐ Obedience to the judgment and payment for the use, occupancy, detention, and damage or waste of the property from the time of appeal until delivery of possession of the property, and costs on appeal. (This clause should be checked if bond is for stay of a judgment ordering the assignment, sale, delivery, or possession of personal or real property; See T.R.C.P. 62.05)

PRINCIPAL (Name, Address, Signature) JEAN ECHEVARRIA 12 DESERT HIGHLAND DRIVE HENDERSON, NEVADA 89052 By: 	SURETY (Name, Address, Signature) 
ANGEL ECHEVARRIA, POWER OF ATTORNEY for JEAN RUTH ECHEVARRIA, TRUSTEE of the JEAN RUTH ECHEVARRIA TRUST	

PROPERTY BOND STATEMENT

I solemnly swear that I own the following property in the county indicated and that this property is free and unencumbered and is worth approximately the amount indicated. I pledge this property to secure this obligation under the conditions set forth above.

COUNTY: SAN MATEO, CALIFORNIA APPROXIMATE VALUE: 10,000,000

DESCRIPTION OF PROPERTY: (Copy of deed must be attached.)

STATE OF NEVADA
COUNTY OF CLARK

Sworn to & subscribed before me this date 8th day of June 2007 by ANGEL ECHEVARRIA, POWER OF ATTORNEY FOR JEAN RUTH ECHEVARRIA, TRUSTEE OF THE JEAN RUTH ECHEVARRIA TRUST

My Commission Expires: 4-7-2010


NOTARY PUBLIC

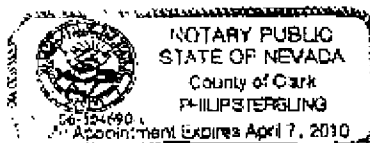


EXHIBIT "7"

ORT
0830002335
Loan No.: 625923651

**RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:**

WASHINGTON MUTUAL BANK, a federal
association
Attention: CML Closing
National Commercial Operations Center
P.O. Box 9011
Coppell, TX 75019-9011

2005-187621

02:04pm 10/26/05 DT AG AS... Fee: 124.00

Count of pages 33

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



* 2 0 0 5 0 1 8 7 6 2 1 A R *

THIS SPACE FOR RECORDER'S USE ONLY

334

BE ADVISED THAT THE PROMISSORY NOTE SECURED BY THIS
SECURITY INSTRUMENT MAY PROVIDE FOR ONE OR MORE OF THE
FOLLOWING: (1) A VARIABLE RATE OF INTEREST; (2) A BALLOON
PAYMENT AT MATURITY; (3) DEFERRAL OF A PORTION OF ACCRUED
INTEREST UNDER CERTAIN CIRCUMSTANCES WITH INTEREST SO
DEFERRED ADDED TO THE UNPAID PRINCIPAL BALANCE OF THE NOTE
AND SECURED HEREBY.

**DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS
AND FIXTURE FILING**

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND
RENTS AND FIXTURE FILING (this "Security Instrument"), is made this 19th day of October, 2005
among

JEAN R. ECHEVARRIA, AN UNMARRIED WOMAN AND ANGEL M. ECHEVARRIA, A
MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY,

the address of which is 4405 RIVERSIDE DRIVE, SUITE 202, BURBANK, CA 91505, as Trustor
("Borrower"); CALIFORNIA RECONVEYANCE COMPANY, a California corporation, the address of
which is 9301 Corbin Avenue, Mailstop N030312, Northridge, California 91324, and its successors in
trust and assigns, as trustee ("Trustee"); and WASHINGTON MUTUAL BANK, a federal association, at
its offices at National Commercial Operations Center, P.O. Box 9178, Coppell, Texas 75019-9178,
Attention: Portfolio Administration, as beneficiary ("Lender").

1. **GRANTING CLAUSE.** Borrower, in consideration of the acceptance by Trustee of the trust
hereunder, and of other good and valuable consideration, the receipt and sufficiency of which are hereby
acknowledged, and in order to secure the obligations described in Section 3 below, irrevocably grants,
bargains, sells, assigns and conveys to Trustee and its successors in trust and assigns, forever, in trust,
with power of sale, all of Borrower's estate, right, title, interest, claim and demand in and to the property
in the county of San Mateo, state of California, with a street address of 333-353 HATCH DRIVE,
FOSTER CITY, CA 94404 (which address is provided for reference only and shall in no way limit the
description of the real and personal property otherwise described in this Section 1), described as follows,
whether now existing or hereafter acquired (all of the property described in all parts of this Section 1 and
all additional property, if any, described in Section 2 is called the "Property"):

1.1 **Land and Appurtenances.** The land described on Exhibit A hereto, and all
tenements, hereditaments, rights-of-way, easements, appendages and appurtenances thereto belonging or

When embossed, this is to be a true copy of the
records of the San Mateo Assessor-County Clerk-Recorder.

Warren Slocum, Assessor-County Clerk-Recorder

By

Loan No.: 625923651

in any way appertaining, including without limitation all of the right, title and interest of Borrower in and to any avenues, streets, ways, alleys, vaults, strips or gores of land adjoining that property, all rights to water, water stock, drains, drainage and air rights relating to that property, and all claims or demands of Borrower either in law or in equity in possession or expectancy of, in and to that property; and

1.2 Improvements and Fixtures. All buildings, structures and other improvements now or hereafter erected on the property described in 1.1 above, and all facilities, fixtures, machinery, apparatus, installations, goods, equipment, inventory, furniture, building materials and supplies and other properties of whatsoever nature, now or hereafter located in or used or procured for use in connection with that property, it being the intention of the parties that all property of the character described above that is now owned or hereafter acquired by Borrower and that is affixed or attached to, stored upon or used in connection with the property described in 1.1 above shall be, remain or become a portion of that property and shall be covered by and subject to the lien of this Security Instrument, together with all contracts, agreements, permits, plans, specifications, drawings, surveys, engineering reports and other work products relating to the construction of the existing or any future improvements on the Property, any and all rights of Borrower in, to or under any architect's contracts or construction contracts relating to the construction of the existing or any future improvements on the Property, and any performance and/or payment bonds issued in connection therewith, together with all trademarks, trade names, copyrights, computer software and other intellectual property used by Borrower in connection with the Property; and

1.3 Enforcement and Collection. Any and all rights of Borrower without limitation to make claim for, collect, receive and receipt for any and all rents, income, revenues, issues, earnest money, deposits, refunds (including but not limited to refunds from taxing authorities, utilities and insurers), royalties, and profits, including mineral, oil and gas rights and profits, insurance proceeds of any kind (whether or not Lender requires such insurance and whether or not Lender is named as an additional insured or loss payee of such insurance), condemnation awards and other moneys, payable or receivable from or on account of any of the Property, including interest thereon, or to enforce all other provisions of any other agreement (including those described in Section 1.2 above) affecting or relating to any of the Property, to bring any suit in equity, action at law or other proceeding for the collection of such moneys or for the specific or other enforcement of any such agreement, award or judgment, in the name of Borrower or otherwise, and to do any and all things that Borrower is or may be or become entitled to do with respect thereto, provided, however, that no obligation of Borrower under the provisions of any such agreements, awards or judgments shall be impaired or diminished by virtue hereof, nor shall any such obligation be imposed upon Trustee or Lender; and

1.4 Accounts and Income. Any and all rights of Borrower in any and all accounts, rights to payment, contract rights, chattel paper, documents, instruments, licenses, contracts, agreements and general intangibles relating to any of the Property, including, without limitation, income and profits derived from the operation of any business on the Property or attributable to services that occur or are provided on the Property or generated from the use and operation of the Property; and

1.5 Leases. All of Borrower's rights as landlord in and to all existing and future leases and tenancies, whether written or oral and whether for a definite term or month to month or otherwise, now or hereafter demising all or any portion of the property described in 1.1 and 1.2 above, including all renewals and extensions thereof and all rents, deposits and other amounts received or receivable thereunder, and including all guaranties, supporting obligations, letters of credit (whether tangible or electronic) and letter of credit rights guaranteeing or supporting any such lease or tenancy (in accepting this Security Instrument neither Lender nor Trustee assumes any liability for the performance of any such lease); and

1.6 Books and Records. All books and records of Borrower relating to the foregoing in any form.

Loan No.: 625923651

2. SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS.

2.1 Security Agreement. To the extent any of the property described in Section 1 is personal property, Borrower, as debtor, grants to Lender, as secured party, a security interest therein together with a security interest in all other personal property of whatsoever nature that is located on or used or to be used in connection with any of the property described in Section 1, and any products or proceeds of any thereof, pursuant to the Uniform Commercial Code of the state of California (the "UCC"), on the terms and conditions contained herein. Lender hereby assigns such security interest to Trustee, in trust, for the benefit of Lender to be dealt with as a portion of the "Property" except as otherwise specified herein. Borrower hereby authorizes Lender to file any financing statement, fixture filing or similar filing to perfect the security interests granted in this Security Instrument without Borrower's signature.

2.2 Assignment of Leases and Rents.

(a) **Absolute Assignment.** Borrower hereby absolutely and unconditionally grants, transfers, conveys, sells, sets over and assigns to Lender all of Borrower's right, title and interest now existing and hereafter arising in and to the leases, subleases, concessions, licenses, franchises, occupancy agreements, tenancies, subtenancies and other agreements, either oral or written, now existing and hereafter arising which affect the Property, Borrower's interest therein or any improvements located thereon, together with any and all security deposits, guaranties of the lessees' or tenants' obligations (including any and all security therefor), and other security under any such leases, subleases, concessions, licenses, franchises, occupancy agreements, tenancies, subtenancies and other agreements, and all supporting obligations, letters of credit (whether tangible or electronic) and letter of credit rights guaranteeing or supporting any of the foregoing (all of the foregoing, and any and all extensions, modifications and renewals thereof, shall be referred to, collectively, as the "Leases"), and hereby gives to and confers upon Lender the right to collect all the income, rents, issues, profits, royalties and proceeds from the Leases and any business conducted on the Property and any and all prepaid rent and security deposits thereunder (collectively, the "Rents"). The term "Rents" includes, but is not limited to all minimum rents, additional rents, percentage rents, deficiency rents, common area maintenance charges, lease termination payments, purchase option payments, refunds of any type, prepayment of rents, settlements of litigation, settlements of past due rents, and liquidated damages following default, and all proceeds payable under any policy of insurance covering loss of rents, together with any and all rights and claims of any kind that Borrower may have against any tenant under the Leases or any other occupant of the Property. This Security Instrument is intended by Lender and Borrower to create and shall be construed to create an absolute assignment to Lender of all of Borrower's right, title and interest in and to the Leases and the Rents and shall not be deemed merely to create a security interest therein for the payment of any indebtedness or the performance of any obligations under the Loan Documents (as defined below). Borrower irrevocably appoints Lender its true and lawful attorney at the option of Lender at any time to demand, receive and enforce payment, to give receipts, releases and satisfactions and to sue, either in the name of Borrower or in the name of Lender, for all such Rents and apply the same to the obligations secured by this Security Instrument.

(b) **Revocable License to Collect.** Notwithstanding the foregoing assignment of Rents, so long as no Event of Default (as defined below) remains uncured, Borrower shall have a revocable license, to collect all Rents, and to retain the same. Upon any Event of Default, Borrower's license to collect and retain Rents shall terminate automatically and without the necessity for any notice.

(c) **Collection and Application of Rents by Lender.** While any Event of Default remains uncured: (i) Lender may at any time, without notice, in person, by agent or by court-appointed receiver, and without regard to the adequacy of any security for the obligations secured by this

Loan No.: 625923651

Security Instrument, enter upon any portion of the Property and/or, with or without taking possession thereof, in its own name sue for or otherwise collect Rents (including past due amounts); and (ii) without demand by Lender therefor, Borrower shall promptly deliver to Lender all prepaid rents, deposits relating to Leases or Rents, and all other Rents then held by or thereafter collected by Borrower, whether prior to or during the continuance of any Event of Default. Any Rents collected by or delivered to Lender may be applied by Lender against the obligations secured by this Security Instrument, less all expenses, including attorneys' fees and disbursements, in such order as Lender shall determine in its sole and absolute discretion. No application of Rents against any obligation secured by this Security Instrument or other action taken by Lender under this Section 2.2 shall be deemed or construed to cure or waive any Event of Default, or to invalidate any other action taken in response to such Event of Default, or to make Lender a mortgagee-in-possession of the Property.

(d) **Direction to Tenants.** Borrower hereby irrevocably authorizes and directs the tenants under all Leases to pay all amounts owing to Borrower thereunder to Lender following receipt of any written notice from Lender that states that an Event of Default remains uncured and that all such amounts are to be paid to Lender. Borrower further authorizes and directs all such tenants to pay all such amounts to Lender without any right or obligation to inquire as to the validity of Lender's notice and regardless of the fact that Borrower has notified any such tenants that Lender's notice is invalid or has directed any such tenants not to pay such amounts to Lender.

3. OBLIGATIONS SECURED. This Security Instrument is given for the purpose of securing:

3.1 Performance and Payment. The performance of the obligations contained herein and the payment of \$5,850,000.00 with interest thereon and all other amounts payable according to the terms of a promissory note of even date herewith made by Borrower, payable to Lender or order, and any and all extensions, renewals, modifications or replacements thereof, whether the same be in greater or lesser amounts (the "Note"), which Note may provide for one or more of the following: (a) a variable rate of interest; (b) a balloon payment at maturity; or (c) deferral of a portion of accrued interest under certain circumstances with interest so deferred added to the unpaid principal balance of the Note and secured hereby.

3.2 Future Advances. The repayment of any and all sums advanced or expenditures made by Lender subsequent to the execution of this Security Instrument for the maintenance or preservation of the Property or advanced or expended by Lender pursuant to any provision of this Security Instrument subsequent to its execution, together with interest thereon.

3.3 Other Amounts. All other obligations and amounts now or hereafter owing by Borrower to Lender under this Security Instrument, the Note or any other document, instrument or agreement evidencing, securing or otherwise relating to the loan evidenced by the Note and any and all extensions, renewals, modifications or replacements of any thereof (collectively, the "Loan Documents"); provided, however, that this Security Instrument does not and shall not in any event be deemed to, secure the obligations owing to Lender under: (a) any certificate and indemnity agreement regarding hazardous substances (the "Indemnity Agreement") executed in connection with such loan (or any obligations that are the substantial equivalent thereof); or (b) any guaranty of such loan.

4. WARRANTIES AND COVENANTS OF BORROWER. Borrower warrants, covenants, and agrees:

4.1 Warranties.

(a) Borrower has full power and authority to grant the Property to Trustee and warrants the Property to be free and clear of all liens, charges, and other monetary

Loan No.: 625923651

encumbrances except those appearing in the title insurance policy accepted by Lender in connection with this Security Instrument.

(b) The Property is free from damage and no matter has come to Borrower's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Property as security.

(c) The loan evidenced by the Note and secured by this Security Instrument is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

4.2 Preservation of Lien. Borrower will preserve and protect the priority of this Security Instrument as a first lien on the Property. If Borrower fails to do so, Lender may take any and all actions necessary or appropriate to do so and all sums expended by Lender in so doing shall be treated as part of the obligations secured by this Security Instrument, shall be paid by Borrower upon demand by Lender and shall bear interest at the highest rate borne by any of the obligations secured by this Security Instrument.

4.3 Repair and Maintenance of Property. Borrower will keep the Property in good condition and repair, which duty shall include but is not limited to cleaning, painting, landscaping, repairing, and refurbishing of the Property; will complete and not remove or demolish, alter, or make additions to any building or other improvement that is part of the Property, or construct any new structure on the Property, without the express written consent of Lender; will underpin and support when necessary any such building or other improvement and protect and preserve the same; will complete or restore promptly and in good and workmanlike manner any such building or other improvement that may be damaged or destroyed and pay when due all claims for labor performed and materials furnished therefor; will not commit, suffer, or permit any act upon the Property in violation of law; and will do all other acts that from the character or use of the Property may be reasonably necessary for the continued operation of the Property in a safe and legal manner, the specific enumerations herein not excluding the general.

4.4 Insurance.

4.4.1 Property. Borrower will provide and maintain, as further security for the faithful performance of the obligations secured by this Security Instrument, insurance covering fire and other perils substantially equivalent to those insured under the Causes of Loss—Special Form published by the Insurance Service Office ("ISO"), with boiler and machinery coverage and coverage against such other perils as may be specified by Lender (including insurance against earthquake/earth movement and/or against terrorism, if required by Lender on a case-by-case basis) in an amount not less than one hundred percent (100%) of the replacement cost of the Property. Such insurance must include an ordinance or law coverage endorsement. If Lender permits coverage of less than 100% replacement cost in its sole discretion, then such policy must contain an agreed amount endorsement covering at least 80% of such replacement cost. Such insurance policy or policies shall include rental income and business income interruption coverage as more specifically described in Section 4.4.3 below. If any of the improvements on the Property are at any time located in a federally-designated special flood hazard area in which flood insurance is available, Borrower must provide Lender with flood insurance in an amount, and with deductibles, as specified by Lender. All policies of insurance on the Property, whether or not required by the terms of this Security Instrument (including but not limited to earthquake/earth movement insurance), shall name Lender as mortgagee and loss payee pursuant to a mortgage endorsement on a form acceptable to Lender, which form must provide that Lender will not have its interest voided by the act or omission of Borrower and that Lender may file a claim directly with the insurer (an "Acceptable Mortgage Endorsement"). Lender shall have the right to control or direct the proceeds of all such policies of insurance, whether or not required by the terms of this Security Instrument, as provided in

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Section 4.4.6 below, and all proceeds thereof are hereby assigned to Lender as security for the obligations secured by this Security Instrument. Each policy of insurance must have a deductible of an amount satisfactory to Lender in its sole discretion. Borrower shall be responsible for all uninsured losses and deductibles.

4.4.2 Liability. Borrower will maintain commercial general liability insurance on an occurrence form substantially equivalent to ISO form CG 0001 covering the legal liability of Borrower against claims occurring on, in, or about the Property with coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, naming Lender an additional insured and having a deductible of an amount satisfactory to Lender in its sole discretion.

4.4.3 Income Interruption. Borrower will maintain income interruption insurance in an amount equal to at least twelve (12) months' gross rental income from the Property as determined by Lender from time to time, and naming Lender as loss payee on an Acceptable Mortgage Endorsement. The amount collected under any and all income interruption insurance on the Property, whether or not required by this Security Instrument, shall be applied as provided in Section 4.4.6.

4.4.4 Changes in Insurance Requirements. Lender may change its insurance requirements from time to time throughout the term of the obligations secured by this Security Instrument by giving notice of such changes to Borrower. Without limiting the generality of the foregoing, Borrower shall from time to time obtain such additional coverages or make such increases in the amounts of existing coverage as may be required by written notice from Lender.

4.4.5 General Provisions. All policies of insurance required to be maintained by Borrower pursuant to this Section 4.4 shall: (i) be primary and noncontributory with any other insurance Borrower may carry; and (ii) be in form and substance and with companies acceptable to Lender which are authorized to conduct business in the state in which the Property is located and which have a current rating from the Best Key Rating Guide that is acceptable to Lender. Lender reserves the right, in its reasonable discretion, to increase the amount of the required coverages, require insurance against additional risks, or withdraw approval of any insurance company at any time. Borrower shall deliver to Lender evidence (in such form as Lender may require) of all insurance coverage on the Property and a certified copy of all policies of such insurance. Borrower shall obtain renewals or replacements of any policies that expire and deliver evidence of such renewals to Lender no later than the expiration date of the policy being renewed or replaced. All policies and renewals thereof shall contain provision for ten (10) days' notice to Lender prior to cancellation for nonpayment of premiums and thirty (30) days' notice to Lender prior to cancellation for any other reason. If Borrower fails to maintain insurance in accordance with this Security Instrument and the other Loan Documents, Lender may, but need not, obtain insurance on Borrower's behalf; this insurance is called "force placed insurance." For instance, without limitation, Lender may obtain force placed insurance if: (a) Borrower fails to deliver to Lender, prior to the expiration of any such required insurance coverage, evidence satisfactory to Lender that Borrower has renewed or replaced such coverage; (b) the amount of insurance is reduced below Lender's requirements; (c) the deductible is increased above Lender's requirements; or (d) the insurer providing the insurance does not meet Lender's insurance company rating requirements.

4.4.6 Damage and Destruction.

(a) **Borrower's Obligations.** In the event of any damage to or loss or destruction of the Property (a "Casualty"); (i) if it could reasonably be expected to cost more than \$25,000 to repair the Casualty, Borrower shall give prompt written notice of the Casualty to Lender and to Borrower's insurer, and shall make a claim under each insurance policy providing coverage therefor; (ii) Borrower shall take such actions as are necessary or appropriate to preserve and protect the Property;

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(iii) if the aggregate proceeds of any and all insurance policies insuring the Property, whether or not required by this Security Instrument, that are payable as a result of the Casualty (collectively, the "Insurance Proceeds") could reasonably be expected to exceed \$25,000, or if a Default exists, Borrower shall take such actions as are necessary or appropriate to ensure that all Insurance Proceeds are paid to Lender forthwith to be held by Lender until applied to the obligations secured hereby or disbursed in accordance with this Section 4.4.6; and (iv) unless otherwise instructed by Lender, regardless of whether the Insurance Proceeds, if any, are sufficient for the purpose, Borrower shall promptly commence and diligently pursue to completion in a good, workmanlike and lien-free manner the restoration, replacement and rebuilding of the Property as nearly as possible to its value, condition and character immediately prior to the Casualty (collectively, the "Restoration"). If the Restoration will cost more than \$25,000 to repair, Borrower shall submit the proposed plans and specifications for the Restoration, and all construction contracts, architect's contracts, other contracts in connection with the Restoration, and such other documents as Lender may reasonably request to Lender for its review and approval. Borrower shall not begin the Restoration unless and until Lender gives its written approval of such plans, specifications, contracts and other documents, with such revisions as Lender may reasonably require. Notwithstanding the foregoing, Lender shall not be responsible for the sufficiency, completeness, quality or legality of any such plans, specifications, contracts or other documents. Borrower shall pay, within ten days after demand by Lender, all costs reasonably incurred by Lender in connection with the adjustment, collection and disbursement of Insurance Proceeds pursuant to this Security Instrument or otherwise in connection with the Casualty or the Restoration.

(b) **Lender's Rights.** Lender shall have the right and power to receive and control all Insurance Proceeds required to be paid to it pursuant to subsection (a)(iii) above. Borrower hereby authorizes and empowers Lender, in its own name or as attorney-in-fact for Borrower (which power is coupled with an interest and is irrevocable so long as this Security Interest remains of record), to make proof of loss, to settle, adjust and compromise any claim under insurance policies on the Property, to appear in and prosecute any action arising from such insurance policies, to collect and receive Insurance Proceeds, and to deduct therefrom Lender's expenses incurred in the adjustment, collection and disbursement of such Insurance Proceeds or otherwise in connection with the Casualty or the Restoration. Each insurance company concerned is hereby irrevocably authorized and directed to make payment of all Insurance Proceeds directly to Lender. Notwithstanding anything to the contrary, neither Trustee nor Lender shall be responsible for any such insurance, the collection of any Insurance Proceeds, or the insolvency of any insurer.

(c) **Application of Proceeds.** If, at any time while Lender holds any Insurance Proceeds, an Event of Default exists or Lender determines in its reasonable discretion that the security for the obligations secured hereby is impaired, Lender shall have the option, in its sole discretion, to apply the Insurance Proceeds to the obligations secured hereby in such order as Lender may determine (or to hold such proceeds for future application to those obligations). Without limiting the generality of the foregoing, Lender's security will be deemed to be impaired if: (i) an Event of Default exists; (ii) Borrower fails to satisfy any condition precedent to disbursement of Insurance Proceeds to pay the cost of the Restoration within a reasonable time; or (iii) Lender determines in its reasonable discretion that it could reasonably be expected that (A) Borrower will not have sufficient funds to complete the Restoration and timely pay all expenses of the Property and all payments due under the Note and the other Loan Documents through the completion of the Restoration and any leaseup period thereafter, (B) the rental income from the Property will be insufficient to timely pay all expenses of the Property and payments due under the Note and the other Loan Documents on an ongoing basis after completion of the Restoration, or (C) the Restoration cannot be completed at least six months prior to the maturity date of the Note and within one year after the date of the Casualty.

(d) **Disbursement of Proceeds.** If Lender is not entitled to apply the Insurance Proceeds to the obligations secured hereby, Lender (or at Lender's election, a disbursing or

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escrow agent selected by Lender and whose fees shall be paid by Borrower) shall disburse the Insurance Proceeds for the Restoration from time to time as the Restoration progresses, but only after satisfaction, at Borrower's expense, of such conditions precedent to such disbursements as Lender may reasonably require including but not limited to the following: (i) Borrower shall have delivered to Lender evidence reasonably satisfactory to Lender of the estimated cost of the Restoration; (ii) Lender shall have approved the plans, specifications and contracts for the Restoration as required by Section 4.4.6(a); (iii) Borrower shall have delivered to Lender funds in addition to the Insurance Proceeds in an amount sufficient in Lender's reasonable judgment to complete and fully pay for the Restoration; (iv) Borrower shall have delivered to Lender such building permits, other permits, architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and other evidence of cost, payment and performance as Lender may reasonably require and approve; and (v) if required by Lender, Borrower shall have entered into an agreement providing in greater detail for the Restoration, the disbursement of Insurance Proceeds and related matters. No payment made prior to the final completion of the Restoration shall exceed ninety percent of the value of the work performed and materials incorporated into the Property from time to time, as such value is determined by Lender in its reasonable judgment. Disbursements may, at Lender's election, be made on a percentage of completion basis or on such other basis as is acceptable to Lender. Disbursements shall be subject to Borrower's delivery of such lien waivers as Lender may require, and otherwise on terms and subject to conditions acceptable to Lender. From time to time after commencement of the Restoration, if so requested by Lender, Borrower shall deposit with Lender funds in excess of the Insurance Proceeds which, together with the Insurance Proceeds and all funds previously deposited with Lender in connection with the Restoration, must at all times be at least sufficient in the reasonable judgment of Lender to pay the entire unpaid cost of the Restoration. Funds so deposited by Borrower may at Lender's option be disbursed prior to the disbursement of Insurance Proceeds. Lender may retain a construction consultant to inspect the Restoration and related matters on Lender's behalf and to advise Lender with respect thereto and Borrower shall pay the cost thereof; provided that neither Borrower nor any other person or entity other than Lender shall have any right to rely on any inspection or advice of such consultant. Such consultant shall not be the agent of Lender and shall not have the power to bind Lender in any way. Any surplus Insurance Proceeds or other funds held by Lender pursuant to this Section 4.4.6 that may remain after payment of all costs of the Restoration shall be paid to Borrower (or to such other person or entity as Lender reasonably determines is entitled thereto) so long as no Default then exists. No interest shall be allowed to Borrower on account of any Insurance Proceeds or other funds held by Lender pursuant to this Section 4.4.6, but at Borrower's request, Lender will deposit such amounts into a blocked interest-bearing account with Lender over which Lender has sole possession, authority and control, in which Lender has a perfected first-priority security interest to secure the obligations secured by this Security Instrument, and otherwise on terms and conditions satisfactory to Lender in its sole discretion. Notwithstanding the above, if an Event of Default exists prior to full disbursement of the Insurance Proceeds and any other funds held by Lender pursuant to this Section 4.4.6, any undisbursed portion thereof may, at Lender's option, be applied against the obligations secured by this Security Instrument, whether or not then due, in such order and manner as Lender shall select.

(e) Effect on the Indebtedness. Any reduction in the obligations secured hereby resulting from the application of Insurance Proceeds or other funds pursuant to this subsection 4.4.6 shall be deemed to take effect only on the date of such application; provided that, if any Insurance Proceeds are received after the Property is sold in connection with a judicial or nonjudicial foreclosure of this Security Instrument, or is transferred by deed in lieu of such foreclosure, notwithstanding any limitation on Borrower's liability contained herein or in the Note, the purchaser at such sale (or the grantee under such deed) shall have the right to receive and retain all such Insurance Proceeds and all unearned premiums for all insurance on the Property. No application of Insurance Proceeds or other funds to the obligations secured hereby shall result in any adjustment in the amount or due dates of installments due under the Note. No application of Insurance Proceeds to the obligations

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secured hereby shall, by itself, cure or waive any Default or any notice of default under this Security Instrument or invalidate any act done pursuant to such notice or result in the waiver of any collateral securing the Note.

4.5 Right of Inspection. Borrower shall permit Lender or its agents or independent contractors (including, but not limited to, appraisers, environmental consultants and construction consultants), at all reasonable times, to enter upon and inspect the Property.

4.6 Compliance with Laws, Etc.; Preservation of Licenses. Borrower shall comply in all material respects with (a) all laws, statutes, ordinances, rules, regulations, licenses, permits, approvals, orders, judgments and other requirements of governmental authorities relating to the Property or Borrower's use thereof, and (b) all easements, licenses and agreements relating to the Property or Borrower's use thereof. Borrower shall observe and comply with all requirements necessary to the continued existence and validity of all rights, licenses, permits, privileges, franchises and concessions relating to any existing or presently contemplated use of the Property, including but not limited to any zoning variances, special exceptions and nonconforming use permits.

4.7 Further Assurances. Borrower will, at its expense, from time to time execute and deliver any and all such instruments of further assurance and other instruments and do any and all such acts, or cause the same to be done, as Trustee or Lender deems necessary or advisable to grant the Property to Trustee or to carry out more effectively the purposes of this Security Instrument.

4.8 Legal Actions. Borrower will appear in and defend any action or proceeding before any court or administrative body purporting to affect the security hereof or the rights or powers of Lender or Trustee; and will pay all costs and expenses, including cost of evidence of title, title insurance premiums and any fees of attorneys, appraisers, environmental inspectors and others, incurred by Lender or Trustee, in a reasonable sum, in any such action or proceeding in which Lender or Trustee may appear, in any suit brought by Lender or Trustee to foreclose this Security Instrument and in any trustee's sale under this Security Instrument.

4.9 Taxes, Assessments and Other Liens. Borrower will pay prior to delinquency all taxes, assessments, encumbrances, charges, and liens with interest, on the Property or any part thereof, including but not limited to any tax on or measured by rents of the Property, the Note, this Security Instrument, or any obligation or part thereof secured hereby.

4.10 Expenses. Borrower will pay all costs, fees and expenses reasonably incurred by Lender or Trustee in connection with this Security Instrument.

4.11 Repayment of Expenditures. Borrower will pay within five (5) days after written demand all amounts secured by this Security Instrument, other than principal of and interest on the Note, with interest from date of expenditure at the rate of interest borne by the Note and the repayment thereof shall be secured by this Security Instrument.

4.12 Financial and Operating Information. Within ninety (90) days after the end of each fiscal year of Borrower, Borrower shall furnish to Lender the following in such form as Lender may require: (a) an itemized statement of income and expenses for Borrower's operation of the Property for that fiscal year; and (b) a rent schedule for the Property showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable for the current month, the date through which rent has been paid, all security deposits held (and the institution in which they are held) and any related information requested by Lender.

In addition, within twenty (20) days after written request by Lender, Borrower shall furnish to Lender such financial statements and other financial, operating and ownership information about the

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Property, Borrower, owners of equity interests in Borrower, and guarantors of the obligations secured hereby, as Lender may require.

If Borrower fails to provide Lender with any of the financial and operating information required to be provided under this Section within the time periods required under this Section and such failure continues after Lender has provided Borrower with thirty (30) days' notice and opportunity to cure such failure, Borrower shall pay to Lender, as liquidated damages for the extra expense in servicing the loan secured hereby, Five Hundred Dollars (\$500) on the first day of the month following the expiration of such thirty (30)-day period and One Hundred Dollars (\$100) on the first day of each month thereafter until such failure is cured. All such amounts shall be secured by this Security Instrument. Payment of such amounts shall not cure any Default or Event of Default resulting from such failure.

4.13 Sale, Transfer, or Encumbrance of Property.

(a) Encumbrances; Entity Changes. Except as otherwise provided below, Borrower shall not, without the prior written consent of Lender, further encumber the Property or any interest therein, or cause or permit any change in the entity, ownership, or control of Borrower without first repaying in full the Note and all other sums secured hereby.

(b) Sales, Transfers, Conveyances. Except as otherwise provided below, Borrower shall not, without the prior written consent of Lender (which consent shall be subject to the conditions set forth below), sell, transfer, or otherwise convey the Property or any interest therein, voluntarily or involuntarily, without first repaying in full the Note and all other sums secured hereby.

(c) Conditions to Lender's Consent. Lender will not unreasonably withhold its consent to a sale, transfer, or other conveyance of the Property, provided however, that:

(i) Borrower shall provide to Lender a loan application on such form as Lender may require executed by the proposed transferee and accompanied by such other documents as Lender may require in connection therewith;

(ii) Lender may consider the factors normally used by Lender as of the time of the proposed assumption in the process of determining whether or not to lend funds, and may require that the Property and the proposed transferee meet Lender's then-current underwriting requirements as of that time;

(iii) Lender may specifically evaluate the financial responsibility, structure and real estate operations experience of any potential transferee;

(iv) Lender may require that it be provided at Borrower's expense, with an appraisal of the Property, an on-site inspection of the Property, and such other documents and items, from appraisers, inspectors and other parties satisfactory to Lender, and may require that Borrower or the transferee of the Property correct any items of deferred maintenance that may be identified by Lender;

(v) Lender may, as a condition to granting its consent to a sale, transfer, or other conveyance of the Property, require in its sole discretion the payment by Borrower of a fee (the "Consented Transfer Fee") of one percent (1%) of the unpaid principal balance of the Note; and

(vi) No Default or Event of Default (each as defined below) has occurred and is continuing.

In connection with any sale, transfer or other conveyance of the Property to which Lender is asked to consent, Borrower agrees to pay to Lender, in addition to any sums specified above, for Lender's

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expenses incurred in reviewing and evaluating such matter, the following amounts: (i) a nonrefundable review fee in accordance with Lender's fee schedule in effect at the time of the request, which fee shall be paid by Borrower to Lender upon Borrower's request for Lender's consent and shall be applied to the Consented Transfer Fee if Lender's consent is given to such sale, transfer, or other conveyance of the Property; (ii) Lender's reasonable attorneys' fees and other reasonable out-of-pocket expenses incurred in connection with such request for consent and in connection with such sale, transfer or other conveyance; and (iii) document preparation fees and other fees in accordance with Lender's fee schedule in effect at the time. In addition, prior to or at the time of any sale, transfer or other conveyance to which Lender grants its consent, Borrower shall obtain and provide to Lender a fully and duly executed and acknowledged assumption agreement in form and substance satisfactory to Lender under which the transferee of the Property assumes liability for the loan evidenced by the Note and secured by this Security Instrument together with such financing statements and other documents as Lender may require. Borrower and any guarantors of such loan shall continue to be obligated for repayment of such loan unless and until Lender has entered into a written assumption agreement specifically releasing them from such liability in Lender's sole discretion.

Consent to any one such occurrence shall not be deemed a waiver of the right to require consent to any future occurrences.

(d) **Unconsented Transfers.** In each instance in which a sale, transfer or other conveyance of the Property, or any change in the entity, ownership, or control of Borrower, occurs without Lender's prior written consent thereto having been given, and regardless of whether Lender elects to accelerate the maturity date of the Note (any of the foregoing events is referred to as an "Unconsented Transfer"), Borrower and its successors shall be jointly and severally liable to Lender for the payment of a fee (the "Unconsented Transfer Fee") of two percent (2.0%) of the unpaid principal balance of the Note as of the date of such Unconsented Transfer. The Unconsented Transfer Fee shall be due and payable upon written demand therefor by Lender, and shall be secured by this Security Instrument; provided, however, that payment of the Unconsented Transfer Fee shall not cure any Event of Default resulting from the Unconsented Transfer.

(e) **No Waiver.** Lender's waiver of any of the Consented Transfer Fee, the Unconsented Transfer Fee or any other amount payable hereunder, in whole or in part for any one sale, transfer or other conveyance shall not preclude the imposition thereof in connection with any other sale, transfer or other conveyance.

(f) **Permitted Transfers.** Notwithstanding the foregoing and notwithstanding Section 4.14, Lender's consent will not be required, and neither the Consented Transfer Fee nor the Unconsented Transfer Fee will be imposed, for any Permitted Transfer (as defined below), so long as all Transfer Requirements (as defined below) applicable to such Permitted Transfer are timely satisfied. As used herein, the following terms have the meanings set forth below:

"Permitted Transfer" means:

(i) The transfer of not more than twenty-five percent (25%) in the aggregate during the term of the Note of the Equity Interests (as defined below) in Borrower (or in any entity that owns, directly or indirectly through one or more intermediate entities, an Equity Interest in Borrower), in addition to any transfers permitted under subparagraphs (ii) or (iii) of this definition (a "Minority Interest Transfer");

(ii) A transfer that occurs by devise, descent or operation of law upon the death of a natural person (a "Decedent Transfer"); or

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(iii) A transfer of interests in the Property, in Borrower or in any entity that owns, directly or indirectly through one or more intermediate entities, an Equity Interest in Borrower, to non-minor immediate family members (i.e., the parents, spouse, siblings, children and other lineal descendants, and the spouses of parents, siblings, children and other lineal descendants) of the transferor or to one or more trusts established for the benefit of the transferor and/or such immediate family members of the transferor (an "Estate Planning Transfer").

"Transfer Requirements" means, with respect to any Permitted Transfer, all of the following that apply to that transfer:

(i) In the case of any Permitted Transfer, none of the persons or entities liable for the repayment of the loan evidenced by the Note shall be released from such liability.

(ii) In the case of any Minority Interest Transfer or Estate Planning Transfer, there shall be no change in the individuals exercising day-to-day powers of decisionmaking, management and control over either Borrower or the Property unless Lender has given its prior written consent to such change in its sole discretion. In the case of a Decedent Transfer, any new individual exercising such powers must be satisfactory to Lender in its sole discretion.

(iii) In the case of a Decedent Transfer, if the decedent was a Borrower or guarantor of the loan evidenced by the Note, within 30 days after written request by Lender, one or more other persons or entities having credit standing and financial resources equal to or better than those of the decedent, as determined by Lender in its reasonable discretion, shall assume or guarantee such loan by executing and delivering to Lender a guaranty or assumption agreement and a certificate and indemnity agreement regarding hazardous substances, each satisfactory to Lender, providing Lender with recourse substantially identical to that which Lender had against the decedent and granting Lender liens on any and all interests of the transferee in the Property.

(iv) In the case of any Estate Planning Transfer that results in a transfer of an interest in the Property or in a change in the trustee of any trust owning an interest in the Property, the transferee or new trustee (in such new trustee's fiduciary capacity) shall, prior to the transfer, execute and deliver to Lender an assumption agreement satisfactory to Lender, providing Lender with recourse substantially identical to that which Lender had against the transferor or predecessor trustee and granting Lender liens on any and all interests of the transferee or the new trustee in the Property.

(v) In the case of any Permitted Transfer that results in a transfer of an interest in the Property, Lender shall be provided, at no cost to Lender, with an endorsement to its title insurance policy insuring the lien of this Security Instrument, which endorsement shall insure that there has been no impairment of that lien or of its priority.

(vi) In the case of any Permitted Transfer, Borrower or the transferee shall pay all costs and expenses reasonably incurred by Lender in connection with that Permitted Transfer, together with any applicable fees in accordance with Lender's fee schedule in effect at the time of the Permitted Transfer, and shall provide Lender with such information and documents as Lender reasonably requests in order to make the determinations called for by this Security Instrument and to comply with applicable laws, rules and regulations.

(vii) No Default shall exist.

"Equity Interest" means partnership interests in Borrower, if Borrower is a partnership, member interests in Borrower, if Borrower is a limited liability company, or shares of stock of Borrower, if Borrower is a corporation.

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4.14 **Borrower Existence.** If Borrower is a corporation, partnership, limited liability company or other entity, Lender is making this loan in reliance on Borrower's continued existence, ownership and control in its present form. Borrower will not alter its name, jurisdiction of organization, structure, ownership or control without the prior written consent of Lender and will do all things necessary to preserve and maintain said existence and to ensure its continuous right to carry on its business. If Borrower is a partnership, Borrower will not permit the addition, removal or withdrawal of any general partner without the prior written consent of Lender. The withdrawal or expulsion of any general partner from Borrower partnership shall not in any way affect the liability of the withdrawing or expelled general partner hereunder or on the Note.

4.15 **Information for Participants, Etc.** Borrower agrees to furnish such information and confirmation as may be required from time to time by Lender on request of potential loan participants and assignees and agrees to make adjustments in this Security Instrument, the Note, and the other documents evidencing or securing the loan secured hereby to accommodate such participant's or assignee's requirements, provided that such requirements do not vary the economic terms of the loan secured hereby. Borrower hereby authorizes Lender to disclose to potential participants and assignees any information in Lender's possession with respect to Borrower and the loan secured hereby.

4.16 **Tax and Insurance Impounds.**

(a) **Impounds.** In addition to the payments required by the Note, Borrower agrees to pay Lender, at Lender's request, such sums as Lender may from time to time estimate will be required to pay, at least one month before delinquency, the next due taxes, assessments, insurance premiums, and similar charges affecting the Property, less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such taxes, assessments and premiums will become delinquent, such sums to be held by Lender without interest or other income to Borrower to pay such taxes, assessments and premiums. Should this estimate as to taxes, assessments and premiums prove insufficient, Borrower upon demand agrees to pay Lender such additional sums as may be required to pay them before delinquent.

(b) **Application.** If the total of the payments described in subsection (a) of this Section (collectively, the "Impounds") in any one year shall exceed the amounts actually paid by Lender for taxes, assessments and premiums, such excess may be credited by Lender on subsequent payments under this section. At any time after the occurrence and during the continuance of an Event of Default and at or prior to the trustee's sale or sheriff's sale, Lender may apply any balance of funds it may hold pursuant to this Section to any amount secured by this Security Instrument and in such order as Lender may elect. If Lender does not so apply such funds at or prior to the trustee's sale or sheriff's sale, the purchaser at such sale shall be entitled to all such funds. If Lender acquires the Property in lieu of realizing on this Security Instrument, the balance of funds it holds shall become the property of Lender. Any transfer in fee of all or a part of the Property shall automatically transfer to the grantee all or a proportionate part of Borrower's rights and interest in the fund accumulated hereunder.

(c) **Tax Reporting Service.** Lender may, but need not, contract with a tax reporting service covering the Property. Borrower agrees that Lender may rely on the information furnished by such tax service and agrees to pay the cost of that service within 30 days after receipt of a billing for it.

(d) **Limited Waiver.** Notwithstanding the foregoing, Lender will not require Borrower to deposit the Impounds as provided in subsection (a) of this Section so long as: (i) the Property is owned in its entirety by the original Borrower named below (and not by any successor or transferee Borrower) and there is no change in the individuals exercising day-to-day powers of decisionmaking, management and control over either Borrower or the Property (regardless of whether

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Lender has consented to any such transfer or change); (ii) Borrower pays, prior to delinquency, all payments of taxes, assessments, insurance premiums and other amounts that would otherwise be paid from the Impounds and, if required by Lender, Borrower provides Lender with proof of such payment; and (iii) no Event of Default occurs (regardless of whether it is later cured). If at any time Borrower fails to meet any of the foregoing requirements, Lender may at any time thereafter require the payment of all Impounds upon ten days written notice to Borrower.

4.17 Leasing Matters.

(a) Lease Representations and Warranties. As of the date hereof, except as otherwise noted in an estoppel certificate delivered to and accepted by Lender in connection with the Loan evidenced by the Note: (i) Borrower is the sole owner of the entire lessor's interest in the Leases; (ii) the Leases are the valid, binding and enforceable obligations of Borrower and the applicable tenant or lessee thereunder; (iii) the terms of all alterations, modifications and amendments to the Leases are reflected in the certified rent roll statement delivered to and approved by Lender; (iv) none of the Rents reserved in the Leases have been assigned or otherwise pledged or hypothecated except to Lender; (v) none of the Rents have been collected for more than one (1) month in advance; (vi) the premises demised under the Leases have been completed and the tenants under the Leases have accepted the same and have taken possession of the same on a rent-paying basis; (vii) there exists no offset or defense to the payment of any portion of the Rents; (viii) no Lease contains an option to purchase, right of first refusal to purchase, expansion right, or any other similar provision; and (ix) no person or entity has any possessory interest in, or right to occupy the Property, except under and pursuant to a Lease.

(b) Lease Covenants; Retenancing Reserve. Borrower shall not alter, modify, amend or change the terms of any of the Leases or give any consent or permission or exercise any option required or permitted by the terms thereof or waive any obligation required to be performed by any lessee or execute, cancel or terminate any of the Leases or accept a surrender thereof or enter into Leases after the date hereof without the prior written consent of Lender. Borrower shall deliver to Lender, promptly upon receipt thereof, copies of any and all demands, claims and notices of default received by Borrower from any lessee under any of the Leases. Borrower shall keep and perform, in all material respects, all terms, conditions and covenants required to be performed by lessor under the Leases. Borrower shall, in all material respects, enforce the Leases and all remedies available to Borrower against the lessees thereunder in case of default under the Leases by lessees. Borrower shall forthwith deposit with Lender any sums received by Borrower in consideration of any full or partial termination, modification or amendment of any Lease or any release or discharge of any tenant under any Lease from any obligation thereunder and any such sums received by Borrower shall be held in trust by Borrower for such purpose. Notwithstanding the foregoing, so long as no Event of Default exists, the portion of any such sum received by Borrower with respect to any Lease that is less than five percent (5%) of the original amount of the Note shall be payable to Borrower. All such sums received by Lender with respect to any Lease shall be deemed a reserve (the "Retenancing Reserve") for the costs of retenancing the space affected by the termination, modification or amendment and shall be deposited by Lender into a pledged account with Lender and under the sole control of Lender. Borrower hereby grants Lender a security interest in such account and in all funds from time to time on deposit therein as collateral security for all obligations secured by the Security Instrument. If no Event of Default exists, Lender shall release the Retenancing Reserve to Borrower from time to time as necessary to pay or reimburse Borrower for such tenant improvements, brokerage commissions and other leasing costs as may be required to retenance the affected space; provided, however, Lender shall have received and approved each of the following for each tenant for which such costs were incurred: (a) Borrower's written request for such release, including the name of the tenant, the location and net rentable area of the space and a description and cost breakdown of the tenant improvements or other leasing costs covered by the request; (b) Borrower's certification that any tenant improvements have been completed lien-free and in a workmanlike manner; (c) a fully executed Lease, or extension or renewal of the current Lease as approved by Lender (or

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otherwise permitted as provided below): (d) an estoppel certificate executed by the tenant including its acknowledgement that all tenant improvements have been satisfactorily completed; and (e) such other information with respect to such costs as Lender may require. Following the retenanting of all affected space (including, without limitation, the completion of all tenant improvements), and provided no Event of Default exists, Lender shall release any remaining Retenanting Reserve relating to the affected space to Borrower. Borrower shall construct all tenant improvements in a workmanlike manner and in accordance with all applicable laws, ordinances, rules and regulations.

(c) **Permitted Leases.** Notwithstanding the foregoing, Borrower shall be permitted, in the ordinary course of business, to enter into, extend, renew, amend or modify (but not terminate) any Lease that covers less than twenty percent (20%) of the net rentable area of the Property and generates less than twenty percent (20%) of the annual Rent from the Property without Lender's specific prior written consent; provided that all of the following conditions are satisfied:

- (i) No Event of Default exists;
- (ii) No purchase option, right of first refusal or expansion right is thereby granted;
- (iii) A new Lease must be commercially reasonable and executed on a standard lease form that has previously been approved in writing by Lender (the "Standard Form") with only minor non-material changes or pre-approved changes to the Standard Form;
- (iv) All thereof (A) are in the ordinary course of business of Borrower; (B) are commercially reasonable; (C) do not involve the relocation of a tenant to space not located within the Property; and (D) do not provide for reduction of rent or other tenant reimbursement amounts;
- (v) The same does not and will not cause a default under any Lease, or any other document or instrument (recorded or otherwise) in any way burdening or affecting the Property; and
- (vi) The tenant's business does not and will not involve the presence of any Hazardous Substance (as defined in the Indemnity Agreement) on the Property (other than supplies for cleaning or maintenance in commercially reasonable amounts required for use in the ordinary course of business, provided such items are incidental to the use of the Property and are stored and used in compliance with all applicable laws, rules and regulations), including, but not limited to, any businesses engaged in the processing of dry cleaning on-site.

Borrower shall furnish to Lender a true and complete copy of each Lease, extension, renewal, amendment or modification of lease, hereafter made by Borrower with respect to space in the Property within thirty (30) days after delivery of each such Lease, extension, renewal, amendment or modification by the parties thereto. The delivery by Borrower of each Lease, extension, renewal, amendment or modification that does not require Lender's specific consent hereunder shall constitute a representation by Borrower that the conditions contained in this Section have been complied with.

(d) **Tenant Estoppel Certificates.** Within 30 days after request by Lender, Borrower shall deliver to Lender and to any party designated by Lender, estoppel certificates relating to the Leases executed by Borrower and by each of the tenants, in form and substance acceptable to Lender; provided, however, if any tenant shall fail or refuse to so execute and deliver any such estoppel certificate upon request, Borrower shall use reasonable efforts to cause such tenant to execute and deliver such estoppel certificate but such tenant's continued failure or refusal to do so, despite Borrower's reasonable efforts, shall not constitute a Default by Borrower under this Section.

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(c) **Right of Subordination.** Notwithstanding anything in this Security Instrument to the contrary, Lender may, upon written notice to Borrower, elect to: (a) exclude from the assignment provided in this Security Instrument any of the Leases as specified in such notice so that the interest under such specified Lease is not assigned to Lender; (b) subordinate the lien and other terms and provisions of this Security Instrument to any of the Leases as indicated in such notice to Borrower; and (c) require Borrower to use best efforts to obtain a subordination, nondisturbance and assignment agreement, in form and substance approved by Lender, from any of the lessees under any of the Leases as indicated in such notice to Borrower.

(f) **Letters of Credit.** Borrower shall notify Lender in writing prior to becoming the beneficiary under any letter of credit supporting any of the Leases, or otherwise in connection with the Property, and will take all actions, and execute all documents, necessary or appropriate to give Lender control (as defined in the Uniform Commercial Code, as enacted by any relevant jurisdiction, including but not limited to such jurisdiction's version of Section 9-107 thereof) of such letter of credit and all letter of credit rights thereunder and, if so required by Lender, to constitute Lender the transferee beneficiary of such letter of credit.

(g) **Security Deposits.** Borrower shall maintain all security deposits collected from tenants or others with respect to the Property in accordance with all applicable legal requirements.

4.18 **Condominium and Cooperative Provisions.** If the Property is not subject to a recorded condominium or cooperative regime on the date of this Security Instrument, Borrower will not subject the Property or any portion thereof to such a regime without the written consent of Lender, which consent may be granted or denied in Lender's sole discretion and, if granted, may be subject to such requirements as Lender may impose including but not limited to Borrower providing Lender with such title insurance endorsements and other documents as Lender may require. If the Property is subject to a condominium regime on the date of this Security Instrument: (a) Borrower represents and warrants that none of the condominium units and no portion of the common elements in the Property have been sold, conveyed or encumbered or are subject to any agreement to convey or encumber; (b) Borrower shall not in any way sell, convey or encumber or enter into a contract or agreement to sell, convey or encumber any condominium unit or any of the common elements of the Property unless expressly agreed to in writing by Lender; (c) Borrower shall operate the Property solely as a rental property; and (d) the Property granted, conveyed and assigned to Lender hereunder includes all rights, easements, rights of way, reservations and powers of Borrower, as owner, declarant or otherwise, under any applicable condominium act or statute and under any and all condominium declarations, survey maps and plans, association articles and bylaws and documents similar to any of the foregoing.

4.19 **Use of Property; Zoning Changes.** Unless required by applicable law or approved by Lender in writing, Borrower shall not: (a) allow any material change in the use to which the Property is being put by Borrower as an owner-occupant of the Property; or (b) initiate or acquiesce in a change in the zoning classification of the Property.

4.20 **Publicity.** Borrower hereby grants permission to Lender and any subsequent holder of the loan secured hereby to issue press releases, advertisements and other promotional materials concerning the financing of the Property, which materials may include the property name and description, loan amount, major tenants, loan term and amortization and the identity of Borrower and any guarantors.

5. DEFAULT.

5.1 **Definition.** Any of the following shall constitute an "Event of Default" as that term is used in this Security Instrument (and the term "Default" shall mean any of the following, whether or not any requirement for notice or lapse of time has been satisfied):

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(a) Any regular monthly payment under the Note is not paid so that it is received by Lender within fifteen (15) days after the date when due, or any other amount secured by this Security Instrument (including but not limited to any payment of principal or interest due on the Maturity Date, as defined in the Note) is not paid so that it is received by Lender when due;

(b) Any representation or warranty made by Borrower to or for the benefit of Lender herein or elsewhere in connection with the loan secured hereby, including but not limited to any representation in connection with the security therefor, shall prove to have been incorrect or misleading in any material respect;

(c) Borrower or any other party thereto (other than Lender) shall fail to perform its obligations under any other covenant or agreement contained in this Security Instrument, the Note, any other Loan Document or the Indemnity Agreement, which failure continues for a period of thirty (30) days after written notice of such failure by Lender to Borrower, but no such notice or cure period shall apply in the case of: (i) any such failure that could, in Lender's judgment, absent immediate exercise by Lender of a right or remedy under this Security Instrument, the other Loan Documents or the Indemnity Agreement, result in harm to Lender, impairment of the Note or this Security Instrument or any other security given under any other Loan Document; (ii) any such failure that is not reasonably susceptible of being cured during such 30-day period; (iii) breach of any provision that contains an express cure period; or (iv) any breach of Section 4.13 or Section 4.14 of this Security Instrument;

(d) Borrower or any other person or entity liable for the repayment of the indebtedness secured hereby shall become unable or admit in writing its inability to pay its debts as they become due, or file, or have filed against it, a voluntary or involuntary petition in bankruptcy, or make a general assignment for the benefit of creditors, or become the subject of any other receivership or insolvency proceeding, provided that if such petition or proceeding is not filed or acquiesced in by Borrower or the subject thereof, it shall constitute an Event of Default only if it is not dismissed within sixty (60) days after it is filed or if prior to that time the court enters an order substantially granting the relief sought therein;

(e) Borrower or any other signatory thereto shall default in the performance of any covenant or agreement contained in any mortgage, deed of trust or similar security instrument encumbering the Property, or the note or any other agreement evidencing or securing the indebtedness secured thereby, which default continues beyond any applicable cure period;

(f) A tax, charge or lien shall be placed upon or measured by the Note, this Security Instrument, or any obligation secured hereby that Borrower does not or may not legally pay in addition to the payment of all principal and interest as provided in the Note; or

(g) There shall occur any default under the Indemnity Agreement.

5.2 Lender's and Trustee's Right to Perform. After the occurrence and during the continuance of any Event of Default, Lender or Trustee, but without the obligation so to do and without notice to or demand upon Borrower and without releasing Borrower from any obligations hereunder, may: make any payments or do any acts required of Borrower hereunder in such manner and to such extent as either may deem necessary to protect the security hereof, Lender or Trustee being authorized to enter upon the Property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien in accordance with the following paragraph; and in exercising any such powers, pay necessary expenses, employ counsel and pay a reasonable fee therefor. All sums so expended shall be payable on demand by Borrower, be secured hereby and bear interest at the Default Rate of interest specified in the Note from the date advanced or expended until repaid.

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Lender or Trustee, in making any payment herein, is hereby authorized, in the place and stead of Borrower, in the case of a payment of taxes, assessments, water rates, sewer rentals and other governmental or municipal charges, fines, impositions or liens asserted against the Property, to make such payment in reliance on any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; in the case of any apparent or threatened adverse claim of title, lien, statement of lien, encumbrance, deed of trust, mortgage, claim or charge Lender or Trustee, as the case may be, shall be the sole judge of the legality or validity of same; and in the case of a payment for any other purpose herein and hereby authorized, but not enumerated in this paragraph, such payment may be made whenever, in the sole judgment and discretion of Trustee or Lender, as the case may be, such advance or advances shall seem necessary or desirable to protect the full security intended to be created by this Security Instrument, provided further, that in connection with any such advance, Lender at its option may and is hereby authorized to obtain a continuation report of title prepared by a title insurance company, the cost and expenses of which shall be repayable by Borrower without demand and shall be secured hereby.

5.3 Remedies on Default. Upon the occurrence of any Event of Default all sums secured hereby shall become immediately due and payable, without notice or demand, at the option of Lender and Lender may:

(a) Have a receiver appointed as a matter of right on an *ex parte* basis without notice to Borrower and without regard to the sufficiency of the Property or any other security for the indebtedness secured hereby and, without the necessity of posting any bond or other security. Such receiver shall take possession and control of the Property and shall collect and receive the Rents. If Lender elects to seek the appointment of a receiver for the Property, Borrower, by its execution of this Security Instrument, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte* if permitted by applicable law. The receiver shall be entitled to receive a reasonable fee for managing the Property, which fee may be deducted from the Rents or may be paid by Lender and added to the indebtedness secured by this Security Instrument. Immediately upon appointment of a receiver, Borrower shall surrender possession of the Property to the receiver and shall deliver to the receiver all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Property and all security deposits. If the Rents are not sufficient to pay the costs of taking control of and managing the Property and collecting the Rents, any funds expended by Lender, or advanced by Lender to the receiver, for such purposes shall become an additional part of the indebtedness secured by this Security Instrument. The receiver may exclude Borrower and its representatives from the Property. Borrower acknowledges and agrees that the exercise by Lender of any of the rights conferred under this Section 5.3 shall not be construed to make Lender a mortgagee-in-possession of the Property so long as Lender has not itself entered into actual possession of the Property.

(b) Foreclose this Security Instrument pursuant to a judicial foreclosure proceeding or otherwise realize upon the Property.

(c) Cause Trustee to exercise its power of sale.

(d) Sue on the Note as permitted under applicable law.

(e) Avail itself of any other right or remedy available to it under the terms of this Security Instrument, the other Loan Documents or applicable law.

5.4 No Waiver. By accepting payment of any sum secured hereby after its due date, Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare an Event of Default for failure to do so.

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5.5 Waiver of Marshaling, Etc. In connection with any trustee's sale or other foreclosure sale under this Security Instrument, Borrower hereby waives, for itself and all others claiming by, through or under Borrower, any right Borrower or such others would otherwise have to require marshaling or to require that the Property be sold in parcels or in any particular order.

5.6 Remedies Cumulative; Subrogation. The rights and remedies accorded by this Security Instrument shall be in addition to, and not in substitution of, any rights or remedies available under now existing or hereafter arising applicable law. All rights and remedies provided for in this Security Instrument or afforded by law or equity are distinct and cumulative and may be exercised concurrently, independently or successively. The failure on the part of Lender to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver of any Default or Event of Default shall not constitute a waiver of any subsequent or other Default or Event of Default. Lender shall be subrogated to the claims and liens of those whose claims or liens are discharged or paid with the loan proceeds hereof.

6. CONDEMNATION, ETC. Any and all awards of damages, whether paid as a result of judgment or prior settlement, in connection with any condemnation or other taking of any portion of the Property for public or private use, or for injury to any portion of the Property ("Awards"), are hereby assigned and shall be paid to Lender which may apply or disburse such Awards in the same manner, on the same terms, subject to the same conditions, to the same extent, and with the same effect as provided in Section 4.4.6 above for disposition of Insurance Proceeds. Without limiting the generality of the foregoing, if the taking results in a loss of the Property to an extent that, in the reasonable opinion of Lender, renders or is likely to render the Property not economically viable or if, in Lender's reasonable judgment, Lender's security is otherwise impaired, Lender may apply the Awards to reduce the unpaid obligations secured hereby in such order as Lender may determine, and without any adjustment in the amount or due dates of installments due under the Note. If so applied, any Awards in excess of the unpaid balance of the Note and other sums due to Lender shall be paid to Borrower or Borrower's assignee. Lender shall in no case be obligated to see to the proper application of any amount paid over to Borrower. Such application or release shall not cure or waive any Default or notice of default hereunder or invalidate any act done pursuant to such notice. Should the Property or any part or appurtenance thereof or right or interest therein be taken or threatened to be taken by reason of any public or private improvement, condemnation proceeding (including change of grade), or in any other manner, Lender may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any reasonable compromise or settlement in connection with such taking or damage, and obtain all Awards or other relief therefor, and Borrower agrees to pay Lender's costs and reasonable attorneys' fees incurred in connection therewith. Lender shall have no obligation to take any action in connection with any actual or threatened condemnation or other proceeding.

7. TRUSTEE.

7.1 General Powers and Duties of Trustee. At any time or from time to time, without liability therefor and without notice and without affecting the liability of any person for the payment of the indebtedness secured hereby, upon written request of Lender, payment of its own fees and presentation of this Security Instrument and the Note for endorsement (in case of full reconveyance, for cancellation or retention), Trustee may: (a) consent to the making of any map or plat of the Property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Security Instrument or the lien or charge thereof; or (d) reconvey, without warranty, all or any part of the Property.

7.2 Reconveyance. Upon written request of Lender stating that all sums secured hereby have been paid, and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in any reconveyance executed under this Security Instrument of any matters

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of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

7.3 Powers and Duties on Default. Upon written request therefor by Lender specifying the nature of the Event of Default, or the nature of the several Events of Default, and the amount or amounts due and owing, Trustee shall execute a written notice of default and of its election to cause the Property to be sold to satisfy the obligation secured hereby, and shall cause such notice to be recorded and otherwise given according to law. Thereafter, Trustee shall execute a written notice of sale, and shall cause such notice to be recorded and otherwise given as required by law. Notice of sale having been given as then required by law and not less than the time then required by law having elapsed after recordation of such notice of breach, Trustee, without demand on Borrower, shall sell the Property at the time and place of sale specified in the notice, as provided by statute, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest and best bidder for cash in lawful money of the United States, payable at time of sale. Borrower agrees that such a sale (or a sheriff's sale pursuant to judicial foreclosure) of all the Property as real estate constitutes a commercially reasonable disposition thereof, but that with respect to all or any part of the Property which may be personal property Trustee shall have and exercise, at Lender's sole election, all the rights and remedies of a secured party under the UCC. Whenever notice of such a sale is permitted or required hereunder or under the UCC, ten (10) days shall be deemed reasonable. Trustee may postpone sale of all or any portion of the Property, and from time to time thereafter may postpone such sale, as provided by statute. Trustee shall deliver to the purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recital in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person other than Trustee, including Borrower or Lender, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this trust, including the cost of evidence of title search and title insurance and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums secured hereby in such order as Lender may determine and the remainder, if any, may be deposited by Trustee with the clerk of the superior court or municipal court, as applicable, of the county in which the sale took place, as provided in California Civil Code § 2924j or otherwise paid or applied as permitted by applicable law.

7.4 Reassignment of Security Interest. At the request of Lender, Trustee shall reassign to Lender the security interest created hereby and after such reassignment Lender shall have the right, upon the occurrence or continuance of any Event of Default, to realize upon the personal property subject to this Security Instrument, independent of any action of Trustee, pursuant to the UCC.

7.5 Acceptance of Trust. Trustee accepts this trust when this Security Instrument, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto except Lender of pending sale under any other deed of trust or of any action or proceeding in which Borrower, Lender or Trustee shall be a party unless brought by Trustee.

7.6 Reliance. Trustee, upon presentation to it of an affidavit signed by Lender setting forth facts showing an Event of Default, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

7.7 Replacement of Trustee. Lender may, from time to time, as provided by statute, appoint another trustee in place and stead of Trustee herein named, and thereupon Trustee herein named shall be discharged and the trustee so appointed shall be substituted as Trustee hereunder, with the same effect as if originally named Trustee herein.

8. NOTICES.

8.1 Trustee. Any notice or demand upon Trustee may be given or made at the address set forth above for Trustee.

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8.2 Borrower and Lender. Any notice to or demand upon Borrower (including any notice of default or notice of sale) or notice to or demand upon Lender shall be deemed to have been sufficiently made for all purposes when deposited in the United States mails, postage prepaid, registered or certified, return receipt requested, addressed to Borrower at its address set forth above or to Lender at the following address:

Washington Mutual Bank
National Commercial Operations Center
P.O. Box 9178
Coppell, Texas 75019-9178
Attention: Portfolio Administration

or to such other address as the recipient may have directed by notice in accordance herewith.

8.3 Waiver of Notice. The giving of notice may be waived in writing by the person or persons entitled to receive such notice, either before or after the time established for the giving of such notice.

9. MODIFICATIONS, ETC. Each person or entity now or hereafter owning any interest in the Property agrees, by executing this Security Instrument or taking the Property subject to it, that Lender may in its sole discretion and without notice to or consent of any such person or entity: (i) extend the time for payment of the obligations secured hereby; (ii) discharge or release any one or more parties from their liability for such obligations in whole or in part; (iii) delay any action to collect on such obligations or to realize on any collateral therefor; (iv) release or fail to perfect any security for such obligations; (v) consent to one or more transfers of the Property, in whole or in part, on any terms; (vi) waive or release any of holder's rights under any of the Loan Documents; (vii) agree to an increase in the amount of such obligations or to any other modification of such obligations or of the Loan Documents; or (viii) proceed against such person or entity before, at the same time as, or after it proceeds against any other person or entity liable for such obligations.

10. SUCCESSORS AND ASSIGNS. All provisions herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

11. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by the law of the state of California. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, the conflict shall not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision and to this end the provisions of this Security Instrument and the Note are declared to be severable.

12. BORROWER'S RIGHT TO POSSESSION. Borrower may be and remain in possession of the Property for so long as no Event of Default exists and Borrower may, while it is entitled to possession of the Property, use the same.

13. MAXIMUM INTEREST. No provision of this Security Instrument or of the Note shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is herein or in the Note provided for, neither Borrower nor its successors or assigns shall be obligated to pay that portion of such interest that is in excess of the maximum permitted by law, and the right to demand the payment of any such excess shall be and is hereby waived and this Section 13 shall control any provision of this Security Instrument or the Note that is inconsistent herewith.

14. ATTORNEYS' FEES AND LEGAL EXPENSES. In the event of any Default under this Security Instrument, or in the event that any dispute arises relating to the interpretation, enforcement or

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performance of any obligation secured by this Security Instrument, Lender shall be entitled to collect from Borrower on demand all fees and expenses incurred in connection therewith, including but not limited to fees of attorneys, accountants, appraisers, environmental inspectors, consultants, expert witnesses, arbitrators, mediators and court reporters. Without limiting the generality of the foregoing, Borrower shall pay all such costs and expenses incurred in connection with: (a) arbitration or other alternative dispute resolution proceedings, trial court actions and appeals; (b) bankruptcy or other insolvency proceedings of Borrower, any guarantor or other party liable for any of the obligations secured by this Security Instrument or any party having any interest in any security for any of those obligations; (c) judicial or nonjudicial foreclosure on, or appointment of a receiver for, any of the Property; (d) post-judgment collection proceedings; (e) all claims, counterclaims, cross-claims and defenses asserted in any of the foregoing whether or not they arise out of or are related to this Security Instrument; (f) all preparation for any of the foregoing; and (g) all settlement negotiations with respect to any of the foregoing.

15. PREPAYMENT PROVISIONS. If at any time after an Event of Default and acceleration of the indebtedness secured hereby there shall be a tender of payment of the amount necessary to satisfy such indebtedness by or on behalf of Borrower, its successors or assigns, the same shall be deemed to be a voluntary prepayment such that the sum required to satisfy such indebtedness in full shall include, to the extent permitted by law, the additional payment required under the prepayment privilege as stated in the Note.

16. TIME IS OF THE ESSENCE. Time is of the essence under this Security Instrument and in the performance of every term, covenant and obligation contained herein.

17. FIXTURE FILING. This Security Instrument constitutes a financing statement, filed as a fixture filing in the real estate records of the county of the state in which the real property described in Exhibit A is located, with respect to any and all fixtures included within the list of improvements and fixtures described in Section 1.2 of this Security Instrument and to any goods or other personal property that are now or hereafter will become a part of the Property as fixtures.

18. MISCELLANEOUS.

18.1 Whenever the context so requires the singular number includes the plural herein, and the impersonal includes the personal.

18.2 The headings to the various sections have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions of this Security Instrument.

18.3 This Security Instrument, the Note and the other Loan Documents constitute the final expression of the entire agreement of the parties with respect to the transactions set forth therein. No party is relying upon any oral agreement or other understanding not expressly set forth in the Loan Documents. The Loan Documents may not be amended or modified except by means of a written document executed by the party sought to be charged with such amendment or modification.

18.4 No creditor of any party to this Security Instrument and no other person or entity shall be a third party beneficiary of this Security Instrument or any other Loan Document. Without limiting the generality of the preceding sentence, (a) any arrangement (a "Servicing Arrangement") between Lender and any servicer of the loan secured hereby for loss sharing or interim advancement of funds shall constitute a contractual obligation of such servicer that is independent of the obligation of Borrower for the payment of the indebtedness secured hereby, (b) Borrower shall not be a third party beneficiary of any Servicing Arrangement, and (c) no payment by a servicer under any Servicing Arrangement will reduce the amount of the indebtedness secured hereby.

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19. WAIVER OF JURY TRIAL. EACH OF BORROWER AND LENDER (FOR ITSELF AND ITS SUCCESSORS, ASSIGNS AND PARTICIPANTS) WAIVES ITS RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS SECURITY INSTRUMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS PROVIDED FOR HEREIN OR THEREIN, IN ANY LEGAL ACTION OR PROCEEDING OF ANY TYPE BROUGHT BY ANY PARTY TO ANY OF THE FOREGOING AGAINST ANY OTHER SUCH PARTY, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT SITTING WITHOUT A JURY.

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Loan No.: 625923651

DATED as of the day and year first above written.

JEAN R. ECHEVARRIA, BY ANGEL L. ECHEVARRIA, HER ATTORNEY-IN-FACT

A. M. Echevarria

ANGEL M. ECHEVARRIA

✓



Loan No.: 625923651

DATED as of the day and year first above written.

JEAN R. ECHEVARRIA by *Angel M. Echevarria* attorney in
JEAN R. ECHEVARRIA, BY ANGEL M. ECHEVARRIA, HER ATTORNEY-IN-FACT *fact*

ANGEL M. ECHEVARRIA

74

NOE

AUG 21 1 33 PM '07

ELIZABETH BRICKFIELD, ESQ.

Nevada State Bar No. 6236

MEREDITH STOW, ESQ.

Nevada State Bar No. 9203

LIONEL SAWYER & COLLINS

1700 Bank of America Plaza

300 South Fourth Street

Las Vegas, NV 89101

Telephone: (702) 383-8888

Facsimile: (702) 383-8845

Attorneys for Guardian and Trustee Angel Echevarria

CLERK OF THE COURT

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the
Person and Estate

Case No. G 27262
Dept. No. H

of

Date of Hearing: August 29, 2007
Time of Hearing: 9:00 a.m.

JEAN RUTH ECHEVARRIA,
an Adult Ward.

NOTICE OF ENTRY OF STIPULATION AND ORDER

PLEASE TAKE NOTICE that a Stipulation and Order to move hearing on Motion to

Stay Enforcement of Judgment and Expunge Lien from August 22, 2007 at 9:00 a.m. to August

///

///

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///

///

1 29, 2007 at 9:00 a.m. was entered in the above matter on the 21st day of August, 2007, a true and
2 correct copy of which is attached hereto.
3

4 DATED this 21st day of August, 2007.

5 LIONEL SAWYER & COLLINS

6
7 By: 

8 ELIZABETH BRICKFIELD, ESQ.

9 Nevada State Bar No. 6236

10 MEREDITH STOW, ESQ.

11 Nevada State Bar No. 9203

12 1700 Bank of America Plaza

13 300 South Fourth Street

14 Las Vegas, NV 89101

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17 *Attorneys for Guardian and Trustee Angel Echevarria*
18
19
20
21
22
23
24
25
26
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28

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding documents entitled,

NOTICE OF ENTRY OF STIPULATION AND ORDER

as filed in District Court as Case number G 27262.

☒ Does not contain the social security number of any person.

- OR -

☐ Contains the social security number of a person as required by:

A. A specific state or federal law, to wit:

(State specific law)

- OR -

B. For the administration of a public program or for an application
for a federal or state grant.



Signature

August 21, 2007

Date

ELIZABETH BRICKFIELD, ESQ.

Print Name

CERTIFICATE OF SERVICE BY MAIL

I hereby certify that on the 1st day of August, 2007, service of the foregoing

NOTICE OF ENTRY OF STIPULATION AND ORDER was made by United States Mail, postage prepaid and addressed to the following individuals at their last know addresses:

Jean R. Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Cary Colt Payne, Esq.
Cary Colt Payne Chtd.
700 South Eighth Street
Las Vegas, NV 89101
Counsel for Michael Echevarria

Darius A. Baghai, Esq.
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Las Vegas, NV 89141
Guardian Ad Litem

Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052



Tarezia Vitale, an employee of
Lionel Sawyer & Collins

Exhibit 1

*Notice of Entry of Stipulation and Order
moving hearing on Motion to Stay Enforcement of Judgment and Expunge Lien
from August 22, 2007 at 9:00 a.m. to August 29, 2007 at 9:00 a.m.*

1 **SAO**

2 Elizabeth Brickfield, Esq. (NSB# 6236)

3 Meredith Stow, Esq., (NSB# 9203)

4 LIONEL SAWYER & COLLINS

5 1700 Bank of America Plaza

6 300 South Fourth Street

7 Las Vegas, Nevada 89101

8 (702) 383-8888 (Telephone)

9 (702) 383-8845 (Fax)

10 *Attorneys for Guardian and Trustee, Angel Echevarria*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 In the Matter of the Guardianship of the Person
14 and Estate of

15 JEAN R. ECHEVARRIA,
16 an adult Ward.

Case No. G 27262
Department: H

Date: August 29, 2007
Time: 9:00 a.m.

17 **STIPULATION AND ORDER**

18 PLEASE TAKE NOTICE, at the request of Counsel for Michael Echevarria, Cary Colt
19 Payne, Esq., the parties, by and through their respective undersigned counsel hereby agree and
20 stipulate that the Motion to Stay Enforcement of Judgment and Expunge Lien presently
21 scheduled to be heard on Wednesday, August 22, 2007 at 9:00 a.m. be moved and heard on
22 Wednesday, August 29, 2007 at 9:00 a.m.

23 DATED this 13 day of August, 2007.

24 Cary Colt Payne, Esq.

LIONEL SAWYER & COLLINS

25 By: [Signature]
700 South Eighth Street
Las Vegas, Nevada 89101
Counsel for Michael Echevarria

By: [Signature]
Elizabeth Brickfield, Esq.
Meredith Stow, Esq.
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
Attorneys for Guardian and Trustee,
Angel Echevarria

GUARDIANSHIP

AUG 16 2007

RECEIVED

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS,
NEVADA 89101
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**PLEADING
CONTINUES
IN NEXT
VOLUME**

IN THE SUPREME COURT OF THE STATE OF NEVADA

In the Matter of: THE GUARDIANSHIP
OF THE PERSON AND ESTATE OF
JEAN RUTH ECHEVARRIA, AN ADULT
WARD,

Case No: G027262
SC Case No: 65598

MICHAEL A. ECHEVARRIA,
Appellant

vs.
ROBERT L. ANSARA; AND ANGEL
ECHEVARRIA,
Respondents,

RECORD ON APPEAL VOLUME 4

ATTORNEY FOR APPELLANT
MICHAEL ECHEVARRIA,
PROPER PERSON
10632 PENROSE ST.
SUN VALLEY, CA 91352

ATTORNEY FOR RESPONDENT
ELYSE M. TYRELL, ESQ.
11920 SOUTHERN HIGHLANDS PKY.,
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LAS VEGAS, NV 89141

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7	01/07/2011	ORDER SETTLING THIRD ACCOUNT AND REPORT OF GUARDIAN, ORDER AUTHORIZING PAYMENT OF FEES AND ORDER AUTHORIZING GUARDIAN/SUCCESSOR TRUSTEE TO ABANDON REAL PROPERTY	1568 - 1570
7	11/22/2011	PARTIAL OBJECTION TO THE FOURTH ACCOUNT AND	1608 - 1610

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1	12/01/2004	PETITION FOR APPOINTMENT OF TEMPORARY GUARDIANS OF ESTATE ONLY, PETITION FOR APPOINTMENT OF GENERAL GUARDIANS OF ESTATE ONLY	12 - 33
7	03/11/2009	PETITION FOR APPROVAL OF ANGEL ECHEVARRIA'S ATTORNEYS FEES AND COSTS	1398 - 1428
3	04/06/2007	PETITION FOR APPROVAL OF ATTORNEYS FEES AND COSTS; PETITION FOR REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL, ESQ. AS GUARDIAN AD LITEM (CONTINUED)	681 - 690
4	04/06/2007	PETITION FOR APPROVAL OF ATTORNEYS FEES AND COSTS; PETITION FOR REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL, ESQ. AS GUARDIAN AD LITEM (CONTINUATION)	691 - 717
8	03/24/2014	PETITION FOR DISGORGEMENT OF FUNDS AND PRO RATA DISBURSEMENT	1782 - 1829
4	06/08/2007	PETITION FOR ENTRY OF JUDGMENT	782 - 791
8	07/31/2012	PETITION FOR INSTRUCTIONS	1618 - 1620
2	03/28/2005	PETITION FOR ORDER AUTHORIZING GUARDIAN TO BORROW FUNDS	413 - 415
6	06/12/2008	PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE	1260 - 1281
2	03/24/2005	PETITION FOR ORDER REQUIRING WARD'S GUARDIANSHIP ESTATE TO SATISFY FEES AND COSTS OF GUARDIAN AD LITEM	405 - 409
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2	02/18/2005	PETITION FOR PAYMENT, REIMBURSEMENT AND/OR RESTITUTION AND ACCOUNTING PURSUANT TO NRS 159.305	313 - 397
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6	06/20/2008	REPLY IN SUPPORT OF PETITION FOR ORDER INCREASING ALLOWANCE FOR WARDS HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE	1292 - 1300
3	06/21/2005	REPLY TO OPPOSITION TO MOTION TO STAY, DISMISS OR IN THE ALTERNATIVE CHANGE VENUE PENDING TENNESSEE MATTERS	583 - 613
6	08/07/2008	REPORT AND RECOMMENDATIONS	1347 - 1350
6	03/10/2008	REPORT OF GUARDIAN	1221 - 1221
8	12/06/2013	REPORT TO COURT REGARDING SALE OF WARD'S TRUST ASSET	1683 - 1698
4	06/13/2007	RESPONSE TO PETITION FOR ENTRY OF JUDGMENT AND PETITION TO ISSUE CITATIONS, SHOW CAUSE, REMOVAL OF GUARDIAN, ACCOUNT, TURN OVER PROPERTY, SURCHARGE, ETC.	792 - 907
7	02/16/2010	SECOND ACCOUNT AND REPORT OF GUARDIAN AND PETITION FOR PAYMENT OF FEES	1462 - 1495
8	01/10/2014	SIXTH ACCOUNT AND REPORT OF GUARDIAN AND PETITION FOR PAYMENT OF FEES	1707 - 1730
6	08/21/2007	STIPULATION AND ORDER	1153 - 1155
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1	12/28/2004	SUBPOENA DUCES TECUM	192 - 195
5	07/24/2007	SUPPLEMENT - "DECLARATION OF GARY VENDEVER" TO OBJECTION TO MICHAEL ECHEVARRIA'S PETITION TO ISSUE CITATIONS, SHOW CAUSE FOR REMOVAL OF GUARDIAN, ACCOUNT, TURN OVER PROPERTY, SURCHARGE, ETC. REPLY TO MICHAEL ECHEVARRIA'S OBJECTION TO ENTRY OF JUDGMENT	1054 - 1061
1	12/22/2004	SUPPLEMENT TO OPPOSITION TO APPOINTMENT OF MICHAEL A. ECHEVARRIA AND NEVADA CARE MANAGEMENT, INC. AS TEMPORARY GUARDIANS OF THE ESTATE OF JEAN RUTH ECHEVARRIA; PETITION FOR APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE PERSON OF JEAN RUTH ECHEVARRIA; OPPOSITION TO APPOINTMENT OF GUARDIAN OF THE ESTATE OR ALTERNATIVELY FOR THE APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE ESTATE; REQUEST FOR COURT ORDER ADOPTING FINDINGS OF ELYSE TYRELL	114 - 191
1	01/04/2005	SUPPLEMENT TO OPPOSITION TO APPOINTMENT OF MICHAEL A. ECHEVARRIA AND NEVADA CARE MANAGEMENT, INC. AS TEMPORARY GUARDIANS OF THE ESTATE OF JEAN RUTH ECHEVARRIA; PETITION FOR APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE PERSON OF JEAN RUTH ECHEVARRIA; OPPOSITION TO APPOINTMENT OF GUARDIAN OF THE ESTATE OR ALTERNATIVELY FOR THE APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE ESTATE; REQUEST FOR COURT ORDER ADOPTING FINDINGS OF ELYSE TYRELL	196 - 201
6	06/24/2008	SURREPLY TO JOINDER OF OPPOSITION TO PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE	1330 - 1345
6	10/04/2007	TEMPORARY LETTERS OF GUARDIANSHIP	1188 - 1189
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		REAL PROPERTY	
9	07/02/2014	TRANSCRIPT OF HEARING HELD ON DECEMBER 18, 2013	1858 - 1882
8	01/31/2013	WITHDRAWAL OF REQUEST FOR SPECIAL NOTICE	1654 - 1655

1 IT IS FURTHER ORDERED that ANGEL ECHEVARRIA is appointed as General Guardian
2 of the Person of JEAN RUTH ECHEVARRIA;

3 IT IS FURTHER ORDERED that the Guardianship Court of the Eighth Judicial District
4 Court of the State of Nevada assumes jurisdiction over the Jean R. Echevarria Trust dated May 30,
5 2000, as a proceeding in rem;

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA
7 is confirmed as Trustee of the Jean R. Echevarria Trust dated May 30, 2000;

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the sale of the assets of
9 the Mills at Lebanon, LLC shall proceed as being in the Ward's best interests;

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA,
11 as successor trustee of the Jean R. Echevarria Trust shall execute all documents to complete the sale
12 of the real property held as an asset of the Mills at Lebanon, LLC;

13 IT IS FURTHER ORDERED ADJUDGED AND DECREED that Michael Echevarria shall
14 not interfere with the sale of the real property held as an asset of the Mills at Lebanon, LLC;

15 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ANGEL ECHEVARRIA
16 shall provide the Guardianship Court with a copy of all estate planning documents for JEAN
17 ECHEVARRIA and that such documents shall be reviewed by the Court in camera and kept
18 confidential;

19 IT IS FURTHER ORDERED ADJUDGED AND DECREED that any financial records,
20 documents, bank statements or copies of such obtained by MICHAEL ECHEVARRIA through
21 subpoena duces tecum or other discovery method shall be deemed subject to a protective order and
22 the discovery shall not be had by him or his counsel. If any such documents have been provided to
23 MICHAEL ECHEVARRIA or his counsel such documents and any copies shall be turned over to
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1 ELIZABETH BRICKFIELD, ESQ. and shall not be released to MICHAEL ECHEVARRIA;

2 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ELYSE TYRELL, ESQ.
3 shall be appointed as Guardian ad Litem in this matter;

4 IT IS FURTHER ORDERED ADJUDGED AND DECREED that eighty five percent of the
5 fees attributable to the services of ELYSE TYRELL, ESQ. as investigator in this matter shall be
6 paid by MICHAEL ECHEVARRIA and fifteen percent of the fees shall be paid from the assets of
7 JEAN RUTH ECHEVARRIA; and

8
9 IT IS FURTHER ORDERED ADJUDGED AND DECREED that MICHAEL
10 ECHEVARRIA take no action or make any request to any Court, including the Chancery Court of
11 Wilson County, Tennessee at Lebanon in Civil Action No.:04-418, known as Michael A.
12 Echevarria, Plaintiff v. The Mills at Lebanon, LLC, to prevent or stay the payment of the proceeds
13 of such sale to any person, Court or entity other than Angel Echevarria, successor trustee of the Jean
14 R. Echevarria Trust dated May 30, 2000.
15

16 Dated this 7 day of January, 2005.

17 
DISTRICT COURT JUDGE

18 For STEVEN E. JONES

19 Submitted by:

20 LIONEL SAWYER & COLLINS

21 By Mark A. Solomon
22 MARK A. SOLOMON, ESQ.
23 ELIZABETH BRICKFIELD, ESQ.
24 300 South Fourth Street
25 Las Vegas, Nevada 89101
26 Attorneys for Angel Echevarria
27
28

EXHIBIT 2

FILED

APR 6 3 26 PM '05

Christy D. Augustine
CLERK

OAG
 ELYSE M. TYRELL, ESQ.
 Nevada Bar No: 5531
 TRENT, TYRELL & ASSOCIATES
 8367 W. Flamingo #100
 Las Vegas, Nevada 89147
 (702) 382-2210
 Guardian Ad Litem for the
 Adult Ward

DISTRICT COURT
 CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
 of the person and estate of) Family Court
 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department C

ORDER REQUIRING GUARDIAN OF WARD'S ESTATE TO SATISFY FEES AND COSTS
OF GUARDIAN AD LITEM

Date of Hearing: 04/06/05
 Time of Hearing: 9:00 a.m.

This matter having come on regularly for hearing on this date before the above-entitled court on the 6th day of April, 2005, upon the Petition for Order Requiring Ward's Guardianship Estate to Satisfy Fees and Costs of Guardian Ad Litem filed by ELYSE M.

TYRELL, ESQ., Guardian Ad Litem for JEAN RUTH ECHEVARRIA; the court having considered the same and having found that all allegations contained therein are true and correct, and good cause appearing therefor,

NOW, THEREFORE, IT IS HEREBY ORDERED that the Guardian of the adult ward's estate is directed to pay the sum of \$5,835.00 to the law firm of Trent, Tyrell & Associates, as and for its fees and costs in connection with this guardianship matter; and it is

FURTHER ORDERED that the Guardian of the ward's estate shall

1 seek reimbursement directly from Michael Echevarria for his portion
2 of the fees and costs of the Guardian Ad Litem for which the court
3 previously deemed him responsible.

4 DATED this 6th day of April, 2005.

5
6 **STEVEN E. JONES**

7 DISTRICT COURT JUDGE
8

9 TRENT, TYRELL & ASSOCIATES
10

11 *Elyse M. Tyrell*

12 ELYSE M. TYRELL, ESQ.
13 8367 W. Flamingo #100
14 Las Vegas, Nevada 89147
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EXHIBIT 3

FILED

MAR 24 9 26 AM '05

Elyse M. Tyrell
CLERK

1 PET
2 ELYSE M. TYRELL, ESQ.
3 Nevada Bar No: 5531
4 TRENT, TYRELL & ASSOCIATES
5 8367 W. Flamingo Rd., Ste. 100
6 Las Vegas, Nevada 89101
7 (702) 382-2210
8 Guardian Ad Litem for the
9 Adult Ward

DISTRICT COURT
CLARK COUNTY, NEVADA

10 In the Matter of the Guardianship) CASE NO. G 27262
11 of the person and estate of) Family Court
12 JEAN RUTH ECHEVARRIA, an Adult) Department C
13 Ward.)

PETITION FOR ORDER REQUIRING WARD'S GUARDIANSHIP ESTATE TO SATISFY
FEES AND COSTS OF GUARDIAN AD LITEM

Date of Hearing: / /05
Time of Hearing: 9:00 a.m.

14 COMES NOW, the Petitioner, ELYSE M. TYRELL, ESQ., whose Petition

15 respectfully represents the following to this Honorable Court:

16 1. Petitioner is the duly appointed, qualified and acting
17 Guardian Ad Litem, appointed by the court to advocate on behalf of the
18 adult ward, JEAN RUTH ECHEVARRIA.

19 2. During her tenure as Guardian Ad Litem, counsel has rendered
20 services and advanced costs on behalf of the adult ward, totaling
21 \$5,835.00 which, to date, remain unpaid.

22 3. On or about the 7th day of January, 2005, this court entered
23 its Order Appointing Angel Echevarria as General Guardian of the
24 Person of Jean Ruth Echevarria and Special Guardian of the Estate of
25 Jean Ruth Echevarria; Order Assuming Jurisdiction of the Jean Ruth
26 Echevarria Trust; Order Directing the Sale of an Asset of the Mills
27 at Lebanon, LLC; Order Assessing the Fees of Elyse Tyrell, Esq.; and
28

1 Order Appointing Elyse Tyrell as Guardian Ad Litem.

2 4. The foregoing order directed Michael Echevarria to satisfy
3 85% of the fees and costs incurred by the Guardian Ad Litem, and
4 directed that the remaining 15% be paid from the assets of Jean Ruth
5 Echevarria.

6 5. Despite the fact that Petitioner has directed numerous
7 billings, correspondence and demands to both Michael Echevarria and
8 counsel for the Guardian of the ward's estate, both parties have
9 failed and refused, and continues to fail and refuse, to satisfy their
10 respective portions of the fees and costs due to Petitioner's firm.

11 6. N.R.S. 159.046(4) provides the following: |

12 An investigator who is appointed pursuant to this
13 section is entitled to reasonable compensation from
14 the estate of the proposed ward. If the court finds
that a person has unnecessarily or unreasonably caused
the investigation, the court may order the person
to pay to the estate of the proposed ward all or part
of the expenses associated with the investigation.

16 7. Petitioner argues that the court, when it sought
17 Petitioner's assistance and appointed her as the ward's Guardian Ad
18 Litem, did not intend for Petitioner to perform her duties, render
19 services on behalf of the adult ward and report back to the court,
20 only to then be required to act as a bill collector in an effort to
21 secure payment for her services. Rather, Petitioner construes the
22 provisions of N.R.S. 159.046(4) to provide for payment to
23 investigators and guardians ad litem directly from the ward's estate.
24 Thereafter, any assessment against other parties are to be pursued by,
25 and reimbursed to, the guardianship estate.

26 8. In light of the foregoing, Petitioner would request that the
27 court enter its order directing the Guardian of the ward's estate to

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1 satisfy the entirety of Petitioner's fee and cost billing.
2 Thereafter, the Guardian will be free to pursue reimbursement directly
3 from Michael Echevarria.


4 WHEREFORE, Petitioner prays as follows:

5 1. That the court enter its order directing the Guardian of the
6 ward's estate to pay the sum of \$5,835.00 to the law firm of Trent,
7 Tyrell & Associates as and for payment of its fees and costs in
8 connection with this guardianship matter.

9 2. That the Guardian of the ward's estate seek reimbursement
10 directly from Michael Echevarria for his portion of Petitioner's fees
11 and costs which the court previously ordered him responsible.

12 3. For such other and further relief as to the court may deem
13 just and proper in the premises.

14 TRENT, TYRELL & ASSOCIATES

15
16 
17 ELYSE M. TYRELL, ESQ.
18 8367 W. Flamingo #100
19 Las Vegas, NV 89147
20 Guardian Ad Litem
21
22
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Trent, Tyrell & Associates
Attorneys at Law
8367 W. Flamingo Road, Suite 100
Las Vegas, NV 89147

(702) 382-2210

(702) 382-9242 (fax)

Jean Echevarria
c/o Elizabeth Brickfield, Esq.
300 South Fourth Street, #1700
Las Vegas, NV 89101

Matter: Jean Echevarria
Statement Date: 3/18/2005
Amount Due: \$5,835.00

Fees					
Date	Billor	Description	Code	Hours	Amount
12/8/2004	EMT	Court appearance; discuss file w/counsel and family		1.00	\$350.00
12/11/2004	EMT	Review information and documentation		2.00	\$700.00
12/12/2004	EMT	Review information and documentation		2.00	\$700.00
12/13/2004	EMT	p/c w/Elizabeth Brickfield, Esq.		0.10	\$35.00
12/14/2004	EMT	p/c w/David Houston, Esq. (2); fax to Kim Boyer, Esq.; fax to Elizabeth Brickfield, Esq.; p/c w/Kim Boyer, Esq.		1.10	\$385.00
12/15/2004	EMT	p/c w/Elizabeth Brickfield, Esq.; review fax from Elizabeth Brickfield, Esq.; fax to Elizabeth Brickfield, Esq.		0.25	\$87.50
12/18/2004	EMT	Review information and documentation		0.45	\$157.50
12/20/2004	EMT	Review fax from Michael Echevarria		0.10	\$35.00
12/21/2004	EMT	p/c w/Michael Echevarria; p/c w/Elizabeth Brickfield, Esq.; left message for Darius Baghai, Esq. (no charge)		0.40	\$140.00
12/22/2004	EMT	Review fax from Michael Echevarria; fax to Elizabeth Brickfield, Esq.; p/c w/Darius Baghai, Esq.		0.45	\$157.50
12/23/2004	EMT	Letter to counsel		0.70	\$245.00
12/27/2004	EMT	Review Supplement to Opposition filed by Elizabeth Brickfield		0.10	\$35.00
1/3/2005	EMT	p/c w/Michael; p/c w/Elizabeth Brickfield		0.40	\$140.00
1/4/2005	CJ	p/c w/Michael; fax to Michael		0.60	\$84.00
1/4/2005	EMT	p/c w/Kim Boyer; p/c w/Elizabeth Brickfield		0.25	\$87.50
1/5/2005	EMT	Court appearance		2.00	\$700.00
1/5/2005	LLR	Faxes to Elizabeth Brickfield and Kim Boyer		0.50	\$87.50
1/6/2005	EMT	Faxes to Kim Boyer and Elizabeth Brickfield		0.50	\$175.00
1/7/2005	EMT	p/c w/ Kim Boyer; p/c w/Elizabeth Brickfield		0.40	\$140.00
1/10/2005	EMT	Review fax from Elizabeth Brickfield to the Guardianship Commissioner		0.20	\$70.00
1/19/2005	EMT	Review letter		0.10	\$35.00
1/31/2005	EMT	Fax to Elizabeth Brickfield and Kim Boyer		0.50	\$175.00
2/1/2005	CJ	p/c w/Michael Echevarria		0.25	\$35.00
2/7/2005	CJ	Fax to Elizabeth Brickfield and Kim Boyer		0.50	\$70.00
2/10/2005	EMT	Review Notice of Withdrawal filed by Kim Boyer		0.20	\$70.00
2/11/2005	CJ	Fax to Elizabeth Brickfield and Kim Boyer; draft additional faxes to Ms. Brickfield and Ms. Boyer;		0.60	\$84.00

Jean Echevarria

Re: Jean Echevarria

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
2/15/2005	CJ	(Continued...) fax to Michael Echevarria			
2/15/2005	EMT	Letter to Michael Echevarria		0.40	\$56.00
3/18/2005	LLR	Review and approve letter		0.20	\$70.00
		Review file; research; discussion w/Elyse Tyrell (no charge for Ms. Tyrell's time); draft Petition for		2.50	\$437.50
		Payment of Fees; draft setting pleadings			
3/18/2005	EMT	Review and approve draft of petition; approve setting pleadings		0.50	\$175.00
SUBTOTAL:				19.25	\$5,719.00

Expenses

Date	Billor	Description	Code	Amount
1/6/2005	LLR	Copying costs to date		\$55.40
3/18/2005	LLR	Copying costs from 1/7/05 to date		\$49.80
3/18/2005	LLR	Postage costs		\$10.80
SUBTOTAL:				\$116.00

Bill Summary

Previous Balance	\$0.00
Current Fees	\$5,719.00
Current Expenses	\$116.00
Current Other:	\$0.00
Current Payments	\$0.00
Total Amount Due	\$5,835.00

EXHIBIT 4

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ELIZABETH BRICKFIELD, ESQ., being first duly sworn upon her oath, deposes
and says:

2. I am the attorney with Lionel Sawyer & Collins who is primarily responsible for the representation of Angel Echevarria. At the time that Lionel Sawyer & Collins was retained on behalf of Ms. Echevarria on December 1, 2004, it was agreed that Lionel Sawyer & Collins would be paid at the normal hourly rate of its attorneys and paralegals who would work on the matter and would be reimbursed for all costs expended on behalf of the estate.

3. Attached hereto as Exhibit "A" is a true and correct copy of Lionel Sawyer & Collins' billing statement in this estate matter covering attorney and paralegal services during the period of December 1, 2004 to March 29, 2007. As shown by the statement, which sets forth specific detail concerning the services provided, Lionel Sawyer & Collins has earned fees during that time in the total amount of \$53,217.75 and incurred costs in the total amount of \$3,239.30.

SUBSCRIBED and SWORN to before me this 6th day of April, 2007.

My Commission Expires: Oct 18, 2009



EXHIBIT A

LIONEL SAWYER & COLLINS
Attorneys at Law

I.D. 17340-0001
Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	AMOUNT
12-01-04	Hearing. Document review.	EB	7.50	1,650.00
12-03-04	Telephone conferences with Craig Burr. Conference with Elizabeth Brickfield regarding guardianship issues.	ADF	0.50	92.50
12-05-04	Review of documents.	EB	2.50	550.00
12-06-04	Document review.	EB	8.50	1,870.00
12-07-04	Preparation of Opposition and Petition.	EB	3.50	770.00
12-07-04	Conference with Elizabeth Brickfield regarding issues in opposition.	ADF	0.25	46.25
12-09-04	Review fax from G. Vandervert in Tennessee	EB	0.50	110.00
12-10-04	Telephone conference with G. Vandervert.	EB	0.50	110.00
12-20-04	Review operating agreement and assignment documents for the Mill at Lebanon, LLC. Draft resolution to remove current managers and appoint successor.	LT	1.25	162.50
12-21-04	Telephone conferences with E. Tyrell and A. Echevarria.	EB	4.50	990.00
12-22-04	Draft petition.	EB	3.00	660.00
01-03-05	Supplement to Petition. Telephone conference with E. Tyrell.	EB	2.00	470.00
01-04-05	Telephone conference with client. Telephone conference with G. Vandever's office.	EB	0.50	117.50
01-05-05	Appearance at hearing on Petition for Guardianship. Draft Order.	EB	6.50	1,527.50
01-06-05	Draft order from hearing on 1/5/05.	EB	2.50	587.50
01-07-05	Telephone conference. Entry of Order to sell Mills at Lebanon LLC.	EB	1.50	352.50
01-08-05	Draft: letter to S. Tyrell, letter to G. Vanderver, order and letters of Guardianship. Review faxes.	EB	2.00	470.00
01-26-05	Conference call with G. Vanderver and A. Echevarria. Review fax.	EB	1.50	352.50
01-31-05	Research and draft Motion to Compel.	EB	1.50	352.50
02-02-05	Review of material.	EB	1.00	235.00
02-09-05	Conference with Elizabeth Brickfield regarding filing petition for violation of guardianship statute to recover converted and wasted amounts and attorney's fees and costs.	SLM	0.50	97.50
02-09-05	Meeting with Angel Echevarria. Legal review with Suzanne L. Martin.	EB	1.00	235.00
02-10-05	Review client documents and procedural history of case in preparation for drafting of complaint.	SLM	2.50	497.50
02-11-05	Review correspondence and pleadings in preparation for drafting petition/complaint; draft petition/complaint for conversion/disposal of assets.	SLM	3.25	633.75
02-14-05	Draft petition for relief; telephone			

LIONEL SAWYER & COLLINS
Attorneys at Law

J.D. 17340-0001
Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	AMOUNT
	conference with A. Echevarria; identify exhibits for same and confer with Elizabeth Brickfield regarding same.	SLM	6.00	1,170.00
02-14-05	Cull exhibits for petition for relief.	SLM	2.25	438.75
02-15-05	Telephone conference with A. Echevarria to review expenses, fees and costs incurred in defending against and protecting interests of ward in multi-jurisdictional litigation.	SLM	0.25	48.75
02-16-05	Edit revised petition, revise exhibit list.	SLM	0.50	97.50
02-16-05	Revise and edit petition; verify exhibits for same, confer with Elizabeth Brickfield regarding same. Telephone conference with A. Echevarria and draft letter.	SLM	1.50	292.50
02-17-05	Telephone conference with A. Echevarria; revise and edit Petition; draft citation to appear at hearing.	SLM	1.25	243.75
02-17-05	Legal review and analysis regarding Citation.	EB	1.00	235.00
02-22-05	Telephone conference with G. Vanderver.	EB	0.25	58.75
02-24-05	Discussion with G. Vanderver.	EB	0.50	117.50
03-02-05	Client discussion.	EB	0.25	58.75
03-03-05	Telephone conference with J. Pryn.	EB	1.00	235.00
03-08-05	Draft Petition.	EB	0.50	117.50
03-23-05	Confer with E. Brickfield.	SLM	0.25	48.75
03-23-05	Appearance in Guardianship Court.	EB	5.50	1,292.50
03-24-05	Discussions with A. Echevarria and G. Vanderver.	EB	1.00	235.00
03-24-05	Participate in telephone conference to discuss strategy.	SLM	0.25	48.75
03-29-05	Conference with Elizabeth Brickfield and G. Vernderveld.	SLM	0.50	97.50
04-06-05	Draft amended petition, conference with Elizabeth Brickfield.	SLM	0.50	97.50
04-07-05	Revise and edit amended petition.	SLM	1.25	243.75
04-12-05	Preparation for hearing.	EB	1.50	352.50
04-13-05	Preparation for and attendance at hearing on Echevarria.	EB	3.50	823.50
04-15-05	Confer with Elizabeth Brickfield regarding strategy.	SLM	0.25	48.75
04-18-05	Meeting with client and review file to prepare for client meeting.	JMN	2.50	550.00
04-19-05	Prepare litigation timeline; draft letter to M. Echevarria's counsel regarding request for trust documents and pleadings.	SLM	1.00	195.00
04-19-05	Telephone conference with client.	EB	0.50	117.50
04-20-05	Create timeline and litigation issues chart; correspond with Elizabeth Brickfield and John M. Naylor regarding same and strategy.	SLM	2.25	438.75
04-22-05	Material review.	EB	5.00	1,175.00
04-25-05	Prepare for meeting with client/meeting			

LIONEL SAWYER & COLLINS
Attorneys at Law

I.D. 17346-0001
Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	AMOUNT
	with client.	JMN	3.00	780.00
04-25-05	Legal analysis with client. Review of material.	EB	0.50	117.50
04-28-05	Review and assess electronic case files and documents on three cds.	DCK	2.60	364.00
05-02-05	Further assist with matters regarding notices to creditors.	DCK	0.75	105.00
05-03-05	Telephone conference with client and discussion with Elizabeth Brickfield.	JMN	1.00	260.00
05-03-05	Material review.	EB	2.50	587.50
05-04-05	Hearing preparation.	EB	2.50	587.50
05-10-05	Preparation for hearing.	EB	4.50	1,057.50
05-11-05	Meet & Confer with judge. Review client material.	EB	6.50	1,292.50
05-23-05	Review pleadings from Cary Colt Payne.	EB	0.50	117.50
05-25-05	Review agency agreement.	MEW	0.75	206.25
05-25-05	Meet with clerk regarding research on Motion to move venue.	EB	1.00	235.00
05-25-05	Meeting with Elizabeth Brickfield regarding case assignment, writing response brief to opposing counsel's motion to stay, dismiss, or change venue.	JAL	0.50	45.00
05-25-05	Reading through case file, Nevada pleadings, Tennessee pleadings, outlining Response brief	JAL	3.00	370.00
05-25-05	Legal Research regarding case law and statutory law for response brief.	JAL	1.25	112.50
05-25-05	Meeting with Elizabeth Brickfield regarding research for response brief	JAL	0.25	22.50
05-25-05	Additional research for response brief	JAL	0.50	45.00
05-25-05	Drafting response brief to opposing counsel's motion to dismiss, stay, or change venue.	JAL	1.00	90.00
05-26-05	Review opposition to Motion. Telephone conference with accountant.	EB	1.50	392.50
05-26-05	Drafting Response opposing motion to stay/change of venue.	JAL	4.75	427.50
05-26-05	Revising response opposing motion to stay/change of venue	JAL	1.50	135.00
05-26-05	Meeting with Elizabeth Brickfield regarding response brief	JAL	0.75	67.50
05-26-05	Additional online research for response brief	JAL	1.00	90.00
05-26-05	Conference with Elizabeth Brickfield regarding the file in preparation for drafting letters to accountant, guardian ad litem, private investigator and drafting discovery requests.	JLB	1.00	90.00
05-26-05	Drafted letters to accountant, guardian ad litem, and private investigator for Elizabeth Brickfield to review.	JLB	1.25	112.50

LIONEL SAWYER & COLLINS
Attorneys at Law

I.D. 17340-0001
Re: Guardianship of Jean R. Schemarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	AMOUNT
05-25-05	Reviewed case file in preparation for preparing letters to accountant, guardian ad litem, and private investigator and drafting discovery requests.	JLB	3.00	270.00
05-26-05	Reviewed Nevada Rules on Discovery in order to draft discovery requests for production of documents, admissions, and interrogatories.	JLB	0.75	67.50
05-27-05	Review additional documents.	EB	1.00	235.00
05-27-05	Revising response brief to opposing counsel's motion to stay or change venue	JAL	3.50	315.00
05-27-05	Additional work and additional research rewriting response brief	JAL	1.50	135.00
05-27-05	Revised letters to accountant, guardian ad litem, and private investigator. Compiled financial information to enclose in the letter to the accountant.	JLB	1.00	90.00
05-27-05	Drafted discovery requests for production of documents, admissions, and interrogatories.	JLB	4.00	360.00
05-28-05	Drafted discovery requests for production of documents, admissions, and interrogatories.	JLB	2.25	202.50
05-31-05	Completed first draft of discovery requests for review by Elizabeth Brickfield.	JLB	1.00	90.00
05-31-05	Drafted Case Conference Report.	JLB	2.25	202.50
06-01-05	Meeting with John Naylor revising response brief for opposing counsel's motion	JAL	0.75	67.50
06-01-05	Revising response brief to opposing counsel's motion to stay, dismiss, or change venue.	JAL	2.25	202.50
06-02-05	Finished revising response brief to opposing counsel's motion to stay, dismiss, or change venue. Gave to John Naylor to look over.	JAL	3.50	315.00
06-03-05	Revised opposition brief to opposing counsel's motion to dismiss, stay, or change venue. Went over draft with John Naylor and Elizabeth Brickfield, and got brief ready to file with court.	JAL	3.25	292.50
06-06-05	Review brokerage agreement.	MEW	0.25	68.75
06-06-05	Telephone conference with M. Ashegian.	EB	1.00	235.00
06-07-05	Edited first draft of discovery requests.	JLB	0.25	22.50
06-20-05	Document review. Preparation for hearing. Court appearance. Telephone conference with Marc Ashegian, CPA.	EB	4.50	1,057.50
06-21-05	Hearing preparation. Legal analysis.	EB	4.50	1,057.50
06-22-05	Further hearing preparation and legal			

LIONEL SAWYER & COLLINS
Attorneys at law

1.D. 17340-0001
Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	AMOUNT
	analysis. Court appearance.	EB	4.50	1,057.50
06-23-05	Document review from Patrick Wells.	EB	1.00	235.00
06-24-05	Further document review.	EB	1.00	235.00
06-27-05	Review of proposed dates of trial.	EB	1.00	235.00
07-05-05	Review of documents from Attorney Vandever with discovery requests.	EB	2.00	470.00
07-08-05	Review of fax from Cary Colt Payne with copy of draft Order.	EB	0.50	117.50
07-11-05	Phone conference with Attorney Gary Vandever.	EB	0.50	117.50
07-12-05	Phone conference with client. Review of letter from Attorney Vandever and copy of Motion to Continue. Letter with copies of same to client.	EB	0.50	117.50
07-13-05	Drafted an affidavit for Marc M. Asheghian affirming an absence of documents regarding the Mill property.	CH	2.75	247.50
07-14-05	Drafted a memo.	CH	4.50	405.00
07-14-05	Office conference with Mark Asheghian and client. Conference with Elyse Tyrell, Mark Asheghian and client. Legal analysis.	EB	6.00	1,410.00
07-15-05	Preparation of letter to Cary Colt Payne, Esq. regarding language of proposed Order from the June 15, 2005, hearing, copy to client and Elyse Tyrell. Preparation of additional letter to Cary Colt Payne, Esq. regarding receiving Michael Echevarria's response pleading to the petition for conversion prior to July 22, 2005, or move for default, copy to client and Elyse Tyrell. Review of letter from Gary Vandever.	EB	1.00	235.00
07-26-05	Review of letters from Gary Vandever to David Smythe and client, along with Motion and Affidavit and Motion to Quash Interrogatories, or in the alternative, Objection to Interrogatories.	EB	0.50	117.50
08-01-05	Telephone conference with Guardianship Office regarding scheduling meeting regarding budget issues.	EB	0.25	58.75
08-02-05	Telephone conference with Guardianship Office regarding scheduled of budget meeting on 08/11/05.	EB	0.25	58.75
08-08-05	Review of letter from Cary Colt Payne, Esq. with Michael Echevarria's Response to Interrogatories. Letter with copy of same to client. Review of correspondence from Gary Vandever, Esq. to client and Randy Trammel.	EB	1.50	352.50
08-09-05	Review of Notice of Entry of Order and copy of Order entered 07/26/05. Letter			

LIONEL SAWYER & COLLINS
Attorneys at Law

I.D. 17146-2001
Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	AMOUNT
	with copy of same to client.	EB	0.50	117.50
08-19-05	Telephone conference with Shari at Cary Colt Payne's Office regarding budget meeting scheduled for August 25, 2005.	EB	0.25	58.75
08-25-05	Telephone conference with Elyse Tyrell, Esq. regarding Budget meeting at Guardianship Court. Review of fax from Gary Vandever, Esq. Faxing of same to client and Marc Asheghian.	EB	1.00	235.00
09-06-05	Telephone conference with client.	EB	0.50	117.50
09-20-05	Review of facsimile request from Cary Colt Payne regarding Deposition time change. Preparation of Amended Notice of Taking of Deposition of Michael Echevarria changing time of deposition on 11/02/05.	EB	0.50	117.50
09-22-05	Review of letter from Gary Vandever, Esq. to Tim Davis, Esq. Review of Notice of Filing Depositions from Gary Vandever, Esq.	EB	0.50	117.50
09-26-05	Review of cover letter and Amended Answer to First Set of Interrogatories from Gary Vandever, Esq. with copy to John M. Naylor.	EB	0.25	58.75
09-29-05	Telephone conference with client. Review of fax from Elyse Tyrell, Esq. regarding no Order or Report and Recommendation prepared for 08/25/05 hearing and enclosing copy of minutes from 08/25/05. Telephone conference with Gary Vandever, Esq.	EB	1.50	352.50
09-29-05	Preparation of Petition for Order Shifting Fees to Michael Echevarria.	EB	0.75	176.25
09-30-05	Preparation of letter to Marc Asheghian. Telephone conference with Gary Vandever, Esq.	EB	1.00	235.00
10-06-05	Telephone conference with Marc Asheghian.	EB	1.00	235.00
10-07-05	Review of fax from Elyse Tyrell, Esq. regarding time billing as Guardian of Ward's Estate and request for payment.	EB	1.00	235.00
10-18-05	Preparation of Objection to the Recommendation of the Guardianship Commissioner.	EB	3.00	705.00
10-19-05	Letter to Cary Colt Payne. Finalize Objection to Recommendation of Guardianship Commissioner. Document review.	EB	4.50	1,057.50
10-20-05	Telephone conference with Cary Colt Payne regarding Deposition of Michael Echevarria. Document review.	EB	2.50	587.50
10-21-05	Preparation of Correspondence to Cary Colt Payne. Draft Amended Notice of Deposition.	EB	1.00	235.00
11-04-05	Telephone conference with M. Asheghian. Meeting with client. File review.	EB	1.50	352.50
11-16-05	File Review. Meeting with Angel Echevarria and Marc Asheghian.	EB	5.00	1,175.00

LIONEL SAWYER & COLLINS
Attorneys at Law

I.D. 17340-0001
Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	AMOUNT
11-22-05	Meet with Elizabeth Brickfield regarding letter and petition drafts; initial review of documents; initial draft of demand letter.	NXB	1.25	168.75
11-23-05	Continued review of documents in preparation for demand letter.	NXB	0.50	67.50
11-29-05	Meet with Elizabeth Brickfield regarding Echevarria demand letter; revise draft of demand letter with additional information.	NXB	0.75	101.25
12-28-05	Filing, organization of documents.	NXB	0.25	33.75
12-29-05	Meet with Elizabeth Brickfield regarding draft of petition for fees for attorney review.	NXB	1.75	236.25
01-04-06	Meet with Elizabeth Brickfield regarding Echevarria petitions for fees.	NXB	0.25	35.00
01-05-06	Finalize petition for attorney fees with additional information.	NXB	1.25	175.00
01-05-06	Call Tyrell law firm regarding fees.	NXB	0.25	35.00
01-09-06	Revise petition for fees with additional information from attorney.	NXB	1.00	140.00
03-20-06	Telephone conference with Gary Vandever and Angel Echevarria.	EB	0.50	137.50
05-24-06	Receipt and review of summary from Marc Asheghian. Forward same to client.	EB	2.50	687.50
05-30-06	Telephone conferences with M. Asheghian's office.	EB	1.00	275.00
06-13-06	Telephone conference with Marc Asheghian. Review email from same.	EB	1.00	275.00
06-14-06	Review and respond to email from Angel Echevarria.	EB	0.25	68.75
06-16-06	Communication with client.	EB	1.00	275.00
11-17-06	Letter to Gary Vandever with box of documents; emails to and from Gary Vandever.	EB	2.50	687.50
11-20-06	Emails to and from George Vandever.	EB	0.25	68.75
11-22-06	Emails to Gary Vandever.	EB	0.25	68.75
11-30-06	Emails to and from Gary Vandever and Jackie Chaney.	EB	1.00	275.00
12-01-06	Emails to and from Gary Vandever.	EB	0.25	68.75
12-07-06	Email from Mary Shapiro.	EB	0.50	137.50
12-08-06	Emails to and from Jackie Chaney.	EB	0.50	137.50
12-12-06	Emails to and from Gary Vandever.	EB	0.25	68.75
12-13-06	Email to Angel Echevarria.	EB	0.50	137.50
12-20-06	Emails to and from Gary Vandever.	EB	0.25	68.75
01-24-07	Letter to Angel Echevarria with enclosures.	EB	0.25	81.25
02-12-07	Email to Gary Vandever.	EB	0.50	162.50
02-13-07	Emails to and from Gary Vandever.	EB	0.50	162.50
02-22-07	Emails from Angel Echevarria.	EB	0.50	162.50
03-15-07	Reviewed pleadings and began drafting petition for fees.	NXB	2.25	461.25
03-15-07	Reviewed pleadings for guardianship orders			

LIONEL SAWYER & COLLINS
Attorneys at Law

J.D. 10140-0001
Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	AMOUNT
	and findings of fact. Continued drafting Petition for Fees.	MLS	2.50	512.50
03-19-07	Revised and edited the petition for fees. Drafted Affidavit for petition.	MLS	2.50	512.50
03-26-07	Made changes and additions to the petition for fees. Research for petition.	MLS	1.00	205.00
03-22-07	Revise and edit petition and review entries.	MLS	0.25	51.25
03-23-07	Revise and edit petition and review entries.	MLS	0.25	51.25
TOTALS			268.10	53,217.75

DISBURSEMENTS

DATE	DESCRIPTION	AMOUNT
12-03-04	Long Distance Phone Charges; 415-458-5100	4.06
12-03-04	Long Distance Phone Charges; 415-458-5100	8.46
12-07-04	Filing Fee; CLARK COUNTY CLERK	86.00
12-07-04	Duplicating	1.00
12-07-04	Duplicating	5.75
12-07-04	Duplicating	79.35
12-07-04	Duplicating	0.25
12-07-04	Duplicating	1.00
12-07-04	Duplicating	2.25
12-08-04	Long Distance Phone Charges; 310-622-8799	10.98
12-08-04	Long Distance Phone Charges; 310-472-8300	4.69
12-08-04	Duplicating	1.50
12-08-04	Duplicating	1.00
12-08-04	Duplicating	0.75
12-08-04	Duplicating	9.25
12-08-04	Duplicating	18.00
12-08-04	Duplicating	4.75
12-09-04	Long Distance Phone Charges; 310-407-5850	2.81
12-10-04	Long Distance Phone Charges; 310-472-5300	2.18
12-13-04	Duplicating	5.25
12-13-04	Duplicating	2.50
12-14-04	Long Distance Phone Charges; 615-742-7737	5.95
12-14-04	Long Distance Phone Charges; 615-742-7737	3.44
12-14-04	Long Distance Phone Charges; 615-742-7737	2.15
12-14-04	Long Distance Phone Charges; 615-742-7737	5.95
12-14-04	Long Distance Phone Charges; 615-406-7145	2.31
12-14-04	Long Distance Phone Charges; 615-406-7145	14.75
12-15-04	Long Distance Phone Charges; 615-443-7145	9.72
12-21-04	Duplicating; PETTY CASH	32.00
01-04-05	Long Distance Phone Charges; 15154447145	2.31
01-05-05	Long Distance Phone Charges; 15154447145	3.44
01-06-05	Duplicating	0.50
01-06-05	Duplicating	1.75

LIONEL SAWYER & COLLINS
Attorneys at Law

I.D. 17340 0001
Re: Guardianship of Jean R. Echevarria

DISBURSEMENTS		AMOUNT
DATE	DESCRIPTION	
01-06-05	Duplicating	0.25
01-06-05	Long Distance Phone Charges; 16154434560	3.44
01-07-05	Duplicating	0.50
01-07-05	Duplicating	4.50
01-07-05	Duplicating	3.50
01-07-05	Duplicating	1.25
01-07-05	Long Distance Phone Charges; 16155994331	3.44
01-10-05	Duplicating	6.75
01-11-05	Duplicating	7.50
01-11-05	Duplicating	3.00
01-11-05	Duplicating	3.00
01-12-05	Duplicating	7.50
01-12-05	Duplicating	4.25
01-13-05	Duplicating	0.50
01-13-05	Duplicating	1.00
01-27-05	Long Distance Phone Charges; 17573215322	2.18
01-28-05	Certified Copies; C C FAMILY COURT; PETTY CASH	6.00
01-28-05	Certified Copies; C C FAMILY COURT; PETTY CASH	12.00
01-28-05	Duplicating	1.25
01-28-05	Duplicating	3.25
01-28-05	Long Distance Phone Charges; 13108519061	4.70
01-28-05	Long Distance Phone Charges; 615-444-7145	2.18
01-31-05	Duplicating	1.25
01-31-05	Duplicating	1.25
02-01-05	Duplicating	1.00
02-01-05	Duplicating	11.75
02-01-05	Duplicating	1.25
02-01-05	Duplicating	9.10
02-01-05	Long Distance Phone Charges; 16154447145	6.75
02-02-05	Duplicating	0.75
02-07-05	Duplicating	12.25
02-16-05	Duplicating	2.18
02-16-05	Long Distance Phone Charges; 16154447145	198.00
02-18-05	Duplicating	1.50
02-18-05	Duplicating	0.50
02-18-05	Duplicating	2.25
02-18-05	Duplicating	0.75
02-18-05	Duplicating	4.07
02-22-05	Long Distance Phone Charges; 615-444-7145	1.00
02-28-05	Duplicating	5.00
02-28-05	Duplicating	34.73
02-28-05	Federal Express; To Gary Vanderver on 02/18/05; FEDEX BR5	9.23
03-03-05	Long Distance Phone Charges; 16154434414	4.50
03-04-05	Duplicating	0.50
03-17-05	Duplicating	1.00
03-26-05	Duplicating	4.50
03-28-05	Duplicating	0.50
03-31-05	Duplicating	2.83
04-05-05	Long Distance Phone Charges; 16154434560	1.50
04-07-05	Duplicating	17.75
04-11-05	Duplicating	64.50

LIONEL SAWYER & COLLINS
Attorneys at Law

I.D. 17340-0001
Re: Guardianship of Jean R. Schevarria

DATE	DESCRIPTION	AMOUNT
04-12-05	Long Distance Phone Charges; 13139652121	2.83
04-12-05	Long Distance Phone Charges; 13139652121	2.19
04-12-05	Long Distance Phone Charges; 13139652121	2.83
04-12-05	Long Distance Phone Charges; 13139652121	2.19
04-12-05	Long Distance Phone Charges; 13139652121	36.00
04-13-05	Duplicating	3.47
04-13-05	Long Distance Phone Charges; 13133435842	2.83
04-13-05	Long Distance Phone Charges; 13139652121	2.19
04-13-05	Long Distance Phone Charges; 13139652121	2.19
04-13-05	Long Distance Phone Charges; 13135501723	2.83
04-13-05	Long Distance Phone Charges; 13139652121	5.00
04-14-05	Duplicating	2.19
04-14-05	Long Distance Phone Charges; 13139652121	2.83
04-14-05	Long Distance Phone Charges; 12488792000	4.11
04-14-05	Long Distance Phone Charges; 12488792000	6.03
04-14-05	Long Distance Phone Charges; 615-444-7145	0.50
04-20-05	Duplicating	2.19
04-20-05	Long Distance Phone Charges; 16154447145	1.25
04-21-05	Duplicating	5.00
04-22-05	Duplicating	1.50
05-02-05	Duplicating	4.50
05-02-05	Duplicating	2.19
05-02-05	Long Distance Phone Charges; 615-444-7145	4.75
05-03-05	Duplicating	0.50
05-03-05	Duplicating	0.75
05-03-05	Duplicating	22.25
05-04-05	Duplicating	5.50
05-04-05	Duplicating	9.23
05-05-05	Long Distance Phone Charges; 615-533-7174	2.50
05-06-05	Duplicating	2.50
05-10-05	Duplicating	33.00
05-11-05	Duplicating	8.50
05-11-05	Duplicating	25.25
05-11-05	Duplicating	0.25
05-11-05	Duplicating	3.50
05-11-05	Duplicating	33.25
05-11-05	Duplicating	4.75
05-11-05	Long Distance Phone Charges; 615-444-7145	0.20
05-16-05	Long Distance Phone Charges; 310-502-3570	18.75
05-16-05	Duplicating	12.25
05-20-05	Duplicating	12.25
05-23-05	Duplicating	1.50
05-23-05	Duplicating	0.20
05-23-05	Long Distance Phone Charges; 310-502-3570	0.39
05-23-05	Long Distance Phone Charges; 310-979-7800	2.50
05-25-05	Duplicating	0.75
05-26-05	Duplicating	43.25
05-27-05	Duplicating	3.50
05-27-05	Duplicating	0.20
05-27-05	Long Distance Phone Charges; 13109797800	0.39
05-27-05	Long Distance Phone Charges; 13109797800	0.25
05-27-05	Long Distance Phone Charges; 16159026743	

LIONEL SAWYER & COLLINS
Attorneys at Law

I.D. 17340-0001
Re: Guardianship of Jean R. Echevarria

DISBURSEMENTS	AMOUNT
DATE DESCRIPTION	
05-31-05 Westlaw	218.80
06-02-05 Duplicating	1.75
06-02-05 Duplicating	5.50
06-03-05 Duplicating	11.00
06-07-05 Long Distance Phone Charges; 16154447145	0.22
06-13-05 Duplicating	5.50
06-13-05 Duplicating; LEGAL COPY CATS & PRINTING	244.03
06-15-05 Duplicating; SCANNING/1017 COPIED; LEGAL DOCUMENT SOLUTIONS	122.23
06-20-05 Duplicating; BATES LABELS; LEGAL COPY CATS & PRINTING	39.18
06-20-05 Duplicating	1.50
06-20-05 Duplicating	38.00
06-20-05 Long Distance Phone Charges; 18183405358	0.22
06-20-05 Long Distance Phone Charges; 16154447145	0.22
06-20-05 Long Distance Phone Charges; 16155337174	0.22
06-21-05 Duplicating	0.75
06-21-05 Duplicating	0.50
06-21-05 Long Distance Phone Charges; 16154447145	0.22
06-23-05 Duplicating; COPY/BINDING OF BUDGET PROPOSAL; LEGAL COPY CATS & PRINTING	65.41
06-22-05 Duplicating	35.25
06-22-05 Long Distance Phone Charges; 16154447145	0.44
06-23-05 Duplicating	1.50
06-23-05 Duplicating	0.75
06-27-05 Duplicating	1.25
06-27-05 Long Distance Phone Charges; 16154447145	0.22
06-27-05 Long Distance Phone Charges; 19492522777	0.44
06-28-05 Duplicating	1.75
06-28-05 Long Distance Phone Charges; 13109797800	0.44
06-29-05 Professional Fees; INVESTIGATION REPORT RE:MICHAEL A. ECHEVARRIA; PATRICK J. WELLS	728.80
06-30-05 Long Distance Phone Charges	0.39
06-30-05 Long Distance Phone Charges; 16154447145	4.34
06-30-05 Westlaw	72.00
06-30-05 Long Distance Phone Charges; 615-533-7174 5/10/05	1.75
07-01-05 Duplicating	1.50
07-05-05 Duplicating	13.25
07-06-05 Duplicating	1.75
07-08-05 Long Distance Phone Charges; 16154447145	0.22
07-11-05 Duplicating	2.25
07-12-05 Long Distance Phone Charges; 13109797800	0.22
07-12-05 Long Distance Phone Charges; 13109797800	0.44
07-14-05 Duplicating	9.00
07-14-05 Duplicating	11.50
07-14-05 Duplicating	11.50
07-14-05 Duplicating	2.25
07-14-05 Long Distance Phone Charges; 13109797800	0.22
07-14-05 Long Distance Phone Charges; 16154434550	0.65
07-16-05 Duplicating	0.25
07-18-05 Duplicating	1.50
07-18-05 Duplicating	3.25

LIONEL SAWYER & COLLINS
Attorneys at Law

I.D. 17340 0001
Re: Guardianship of Jean R. Schevarria

DATE	DESCRIPTION	AMOUNT
07-15-05	Postage	0.74
07-20-05	Duplicating	4.00
07-25-05	Duplicating	0.50
07-25-05	Duplicating	4.25
07-29-05	Postage	0.37
07-29-05	Postage	0.60
07-29-05	Postage	0.37
07-31-05	Long Distance Phone Charges; 615-444-7145	3.25
08-01-05	Duplicating	1.00
08-01-05	Duplicating	3.75
08-05-05	Federal Express; CAH: 7-14-05 @ GARY VANDEVER, LEBANON, TN; FEDEX ERS	28.45
08-08-05	Duplicating	6.75
08-09-05	Duplicating	7.00
08-09-05	Duplicating	0.50
08-10-05	Duplicating	1.25
08-23-05	Duplicating	1.25
08-24-05	Postage	0.60
08-24-05	Postage	1.20
08-24-05	Postage	1.71
08-25-05	Long Distance Phone Charges; 13109797800	0.22
08-25-05	Long Distance Phone Charges; 13109797807	0.44
08-26-05	Duplicating	0.25
09-06-05	Duplicating	1.50
09-06-05	Duplicating	0.25
09-06-05	Long Distance Phone Charges; 16154434560	0.22
09-09-05	Duplicating	1.50
09-09-05	Duplicating	23.75
09-09-05	Duplicating	2.00
09-09-05	Duplicating	0.44
09-09-05	Long Distance Phone Charges; 16154447145	2.25
09-20-05	Duplicating	2.25
09-23-05	Duplicating	1.00
09-29-05	Duplicating	4.75
09-29-05	Duplicating	4.73
09-30-05	Long Distance Phone Charges; 615-444-7145 09/30/05	0.22
09-30-05	Long Distance Phone Charges; 615-444-7145 9/29/05	5.00
09-30-05	Duplicating	1.20
09-30-05	Postage	2.07
09-30-05	Postage	1.25
10-07-05	Duplicating	23.75
10-17-05	Duplicating	2.50
10-19-05	Duplicating	1.00
10-19-05	Duplicating	4.50
10-21-05	Duplicating	27.00
10-26-05	Duplicating	0.50
10-28-05	Duplicating	1.25
10-29-05	Long Distance Phone Charges; 310-979-7800 10/06/05	1.29
11-02-05	Long Distance Phone Charges; 13109797807	0.65
11-03-05	Duplicating	2.00
11-04-05	Long Distance Phone Charges; 13105003570	0.43

LIONEL SAWYER & COLLINS
Attorneys at Law

I.D. 17140-0001
Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION	AMOUNT
11-08-06	Long Distance Phone Charges: 13105003570	0.22
11-15-06	Duplicating	0.75
11-21-06	Duplicating	23.00
11-29-06	Duplicating	2.00
11-30-06	Long Distance Phone Charges: 615 444-7145 11/21/2006	0.22
01-05-06	Duplicating	0.50
01-23-06	Duplicating	26.00
02-16-06	Duplicating	0.25
02-16-06	Duplicating	3.75
02-16-06	Duplicating	0.25
02-17-06	Long Distance Phone Charges: 16154447145	0.22
05-09-06	Long Distance Phone Charges: 13109797800	0.86
05-10-06	Long Distance Phone Charges: 14155933090	1.94
05-10-06	Long Distance Phone Charges: 13109797800	2.37
05-11-06	Duplicating	0.50
05-11-06	Long Distance Phone Charges: 13109797800	0.86
05-11-06	Long Distance Phone Charges: 13109797800	0.22
05-17-06	Long Distance Phone Charges: 13109797800	0.22
05-23-06	Duplicating	25.25
06-16-06	Duplicating	0.25
06-30-06	Long Distance Phone Charges: 212 253-7328 05/30/2006	0.55
06-30-06	Long Distance Phone Charges: 310 979-7800 05/30/2006	0.43
07-06-06	Long Distance Phone Charges: 13105754444	0.44
07-06-06	Long Distance Phone Charges: 16154447145	3.25
07-06-06	Long Distance Phone Charges: 16154447145	0.55
07-06-06	Long Distance Phone Charges: 13104771200	0.44
07-06-06	Long Distance Phone Charges: 13104400375	0.22
07-06-06	Long Distance Phone Charges: 13105754444	0.44
07-06-06	Long Distance Phone Charges: 16154447145	3.25
07-06-06	Long Distance Phone Charges: 16154447145	0.55
07-06-06	Long Distance Phone Charges: 13104771200	0.44
07-06-06	Long Distance Phone Charges: 13104400375	0.22
07-07-06	Long Distance Phone Charges: 13105754444	2.38
07-07-06	Long Distance Phone Charges: 13105754444	2.38
07-11-06	Long Distance Phone Charges: 13104400375	1.52
07-11-06	Long Distance Phone Charges: 13104400375	0.44
07-11-06	Long Distance Phone Charges: 13104400375	1.52
07-11-06	Long Distance Phone Charges: 13104400375	0.44
11-30-06	United Parcel; to Gary Vandever on 11/17/06; UNITED PARCEL SERVICE	84.04
12-07-06	Long Distance Phone Charges: 615-444-7145 11/30/06	0.22
12-29-06	Long Distance Phone Charges: 615-444-7145 12/07/06	0.22
12-29-06	Long Distance Phone Charges: 615-444-7145 12/07/06	0.22
TOTAL DISBURSEMENTS \$		3,339.30

ORIGINAL

NOH

Lionel Sawyer & Collins
Elizabeth Brickfield, Bar No. 6236
Meredith Stow, Bar No. 9203
300 South 4th Street
Las Vegas, NV 89101
(702) 383-8888 (phone)
Attorney for Guardian and Trustee Angel Echevarria

FILED

APR 9 4 37 PM '07

CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the)
Person and Estate of)

Case No. DUG 27262
Dept. No.: H

JEAN R. ECHEVARRIA,
an adult ward.

Date of Hearing: May 2, 2007
Time of Hearing: 10:00 a.m.

NOTICE OF HEARING ON PETITION FOR APPROVAL OF ATTORNEYS FEES AND COSTS; PETITION FOR REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL, ESQ., AS GUARDIAN AD LITEM

TO: ALL PARTIES

PLEASE BE ADVISED that the undersigned will bring the above **PETITION FOR APPROVAL OF ATTORNEYS FEES AND COSTS; PETITION FOR REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL, ESQ., AS GUARDIAN AD LITEM**, a copy of which is attached as Exhibit 1, on for hearing on the 2nd day of May, 2007, in Department H of the above-entitled court at 10:00 a.m. or as soon thereafter as this matter may be heard.

Dated this 9th day of April, 2007.

LIONEL SAWYER & COLLINS

By [Signature]
Elizabeth Brickfield, Bar No. 6236
Meredith Stow, Bar No. 9203
Lionel Sawyer & Collins
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101
Attorneys for Guardian and Trustee Angel Echevarria

LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702.383.8888
FAX 702.383.8845



1 CERTIFICATE OF SERVICE

2 I hereby certify that on the 01 day of April, 2007, service of the foregoing NOTICE OF
3 HEARING ON PETITION FOR APPROVAL OF ATTORNEYS FEES AND COSTS; PETITION
4 FOR REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL, ESQ., AS GUARDIAN AD
5 LITEM was made by U. S. Mail addressed to the following address:

6
7 Jean R. Echevarria
8 12 Desert Highlands Drive
9 Henderson, NV 89052

10 Darius A. Baghai, Esq.
11 144 S. Palm Drive, 1st floor
12 Beverly Hills, CA 90212
13 Counsel for Jean R. Echevarria

14 Angel Echevarria
15 12 Desert Highlands Drive
16 Henderson, NV 89052

17 Ana Echevarria
18 Anthony Echevarria
19 c/o Angel Echevarria
20 12 Desert Highlands Drive
21 Henderson, NV 89052

22 Cary Colt Payne, Esq.
23 Cary Colt Payne Chtd.
24 700 South Eighth Street
25 Las Vegas, NV 89101
26 Counsel for Michael Echevarria

27 Elyse Tyrell, Esq.
28 8367 West Flamingo, #100
Las Vegas, NV 89147
Guardian Ad Litem


an employee of
LIONEL SAWYER & COLLINS

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding NOTICE OF HEARING ON PETITION FOR APPROVAL OF ATTORNEYS FEES AND COSTS; PETITION FOR REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL, ESQ., AS GUARDIAN AD LITEM filed in or submitted for District Court Case number G27262.

☒ Does not contain the social security number of any person.

-OR-

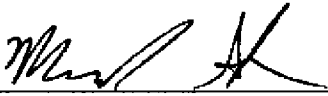
☐ Contain the social security number of a person as required by:

A. A specific state or federal law, to wit: _____

-OR-

B. For the administration of a public program or for an application of a federal or state grant.

Dated this 9th day of April, 2007.



Meredith Stow, Esq.
Lionel Sawyer & Collins

Exhibit "1"

Exhibit "1"

1 PET

2 Lionel Sawyer & Collins
3 Elizabeth Brickfield, Bar No. 6236
4 Meredith Stow, Bar No. 9203
5 300 South 4th Street
6 Las Vegas, NV 89101
7 (702) 383-8888 (phone)
8 Attorney for Guardian and Trustee Angel Echevarria

FILED

APR 6 12 04 PM '07

CR. F. [Signature]
CLERK OF THE COURT

9
10 DISTRICT COURT
11 CLARK COUNTY, NEVADA
12

13 In the Matter of the Guardianship of the
14 Person and Estate of

Case No.: G 27262
Dept. No.: H

15 JEAN R. ECHEVARRIA,
16 an adult ward.

Date of Hearing:
Time of Hearing:

17 **PETITION FOR APPROVAL OF ATTORNEYS FEES AND COSTS; PETITION FOR**
18 **REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL, ESQ., AS GUARDIAN AD**
19 **LITEM**

20 Elizabeth Brickfield, Esq., of the law firm of Lionel Sawyer & Collins, counsel of record for
21 Angel Echevarria, Guardian of the Person and Special Guardian of the Estate of Jean R. Echevarria
22 (the "Ward"), and Trustee of the Jean R. Echevarria Trust, dated May 30, 2000, (the "Trust"), hereby
23 petitions this Court pursuant to NRS 159.105, NRS 159.183, NRS 164.040, and NRS 153.070 for
24 an order approving the attorneys' fees and costs incurred by Ms. Echevarria in this matter and
25 ordering Ms. Echevarria as Guardian and Successor Trustee to pay those attorneys' fees and costs
26 from the Ward's Trust. In addition, Michael Echevarria was ordered by this Court to pay eighty-five
percent (85%) of the five thousand eight hundred thirty-five dollars (\$5,835.00), or four thousand
nine hundred fifty nine and 75/100 dollars (\$4,959.75), of the fees incurred by the Guardian Ad
Litem. Although the guardianship estate paid these fees, Mr. Echevarria has not reimbursed the
guardianship.

LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702.383.8888
FAX 702.383.8845

Page 1 of 5

1 1. On January 5, 2005, this Court appointed Angel Echevarria as Special Guardian of
2 the Estate of Jean Ruth Echevarria and General Guardian of the Person of Jean Ruth Echevarria, took
3 jurisdiction of the Jean R. Echevarria Trust, dated May 30, 2000, as a proceeding in rem, and
4 confirmed Ms. Echevarria as Trustee of the Jean R. Echevarria Trust, dated May 30, 2000. *See*,
5 January 7, 2005 Order, attached as Exhibit 1

6 2. As noted above, on April 6, 2005, this Court ordered Michael Echevarria to pay
7 eighty-five percent (85%) of the five thousand eight hundred thirty-five dollars (\$5,835.00), or four
8 thousand nine hundred fifty nine and 75/100 dollars (\$4,959.75), of the fees incurred by the Guardian
9 Ad Litem, Elyse Tyrell, Esq. *See*, April 6, 2005 Order Requiring Guardian Of Ward's Estate To
10 Satisfy Fees And Costs Of Guardian Ad Litem, attached as Exhibit 2, and Petition For Order
11 Requiring Ward's Guardianship Estate To Satisfy Fees And Costs Of Guardian Ad Litem, attached
12 as Exhibit 3. Although the guardianship estate paid these fees, Mr. Echevarria has not reimbursed
13 the guardianship. As such, under NRS 159.105 and NRS 159.183, this Court should order Michael
14 to reimburse the guardianship estate \$4,959.75 for the guardianship estate's payment of Mr.
15 Echevarria's portion of the Guardian Ad Litem's fees.

16 3. Ms. Echevarria as Guardian of Jean Echevarria and as Trustee of the Jean R.
17 Echevarria Trust has incurred significant attorneys' fees and costs in her defense of the Ward and
18 the Ward's Trust from claims brought against the Ward and her Trust in multiple jurisdictions, as
19 she is authorized and instructed to do for the Ward under NRS 159.095, NRS 159.083, NRS 159.089
20 and NRS 159.077. Attached as Exhibit 4 is the Affidavit of Elizabeth Brickfield, Esq., and the
21 billing statement from Lionel Sawyer & Collins for the period of December 1, 2004 through March
22 29, 2007, showing fees of \$53,217.75 and costs of \$3,239.30 incurred in this matter.

23 4. This Court has authority under NRS 159.105 and NRS 159.183 to approve payment
24 of the attorneys' fees and costs incurred by the Guardian and to authorize those fees and costs to be
25 paid from the Ward's estate.

1 5. It is well-established under Nevada law that the attorneys' fees and costs qualify as
2 an expense incurred by the guardian in performance of her duties, and that such expense is
3 authorized by NRS 159.183, entitling the guardian to a credit from the Ward's estate for those fees
4 and costs if the services of counsel were necessary and the charges reasonable. Sarman v.
5 Goldwater, Taber & Hill, 80 Nev. 536, 539 (1964).

6 6. If litigation is "necessary to assert or defend the ward's rights" and the expenditure
7 is reasonable, then "the legal expenses and costs of such litigation" are allowable to the guardian,
8 regardless of the outcome of the litigation." 39 Am.Jur.2d, Guardian and Ward, §218 (1999), *citing*
9 Sarman v. Goldwater, Taber & Hill, 80 Nev. 536, 539 (1964).

10 7. Here, Ms. Echevarria had a duty to participate in defending the Ward and the Ward's
11 Trust in litigation brought against the Ward in multiple jurisdictions. As Guardian of the Ward's
12 Person, Ms. Echevarria was required under NRS 159.095(3) to join with the Guardian Ad Litem in
13 representing the Ward in the multi-jurisdictional litigation, which she did.

14 8. In this matter, Ms. Echevarria's counsel has participated for over two years with the
15 Guardian Ad Litem in complex litigation arising from multiple claims brought in multiple
16 jurisdictions against the Ward and the Ward's trust. *See*, Exhibit 4. These expenses, incurred as a
17 result of the claims brought against the Ward, and not through litigation initiated by the Guardian,
18 should be approved by the Court and reimbursed to the Guardian under NRS 159.183 and NRS
19 159.105 from the Ward's estate.

20 9. Alternatively, having taken jurisdiction of the Trust as a proceeding in rem under
21 Chapter 164, this Court has authority under NRS 164.040 and NRS 153.070 to approve the payment
22 of the attorneys' fees and costs incurred by Ms. Echevarria as Trustee and to direct those fees and
23 costs be paid from the Trust estate.

24 10. NRS 164.900 and NRS 164.905 specifically instruct the Trustee to pay the attorneys'
25 fees and costs incurred in connection with the Trust's judicial proceedings, as well in connection
26 with the administration, management or preservation of trust property, out of the Trust estate.

11. In Hannam v. Brown, 114 Nev. 350, 362 (1998), the Court held that the district court's "refusal to reimburse the co-trustees for their reasonably necessary expenses," which included their attorneys' fees and costs, from the trust estate was an abuse of its discretion. Similarly, in Harvey v. Streeter, 81 Nev. 177, 186 (1965), the Court noted that "the propriety of awarding legal fees to the attorneys representing the trust" is "beyond question." Accordingly, this Court should enter an Order authorizing and directing Ms. Echevarria's attorneys fees and costs totaling \$56,457.05 to be paid from the Ward's Trust.

12. As such, Elizabeth Brickfield, Esq., of the law firm of Lionel Sawyer & Collins, counsel of record for Guardian and Trustee Angel Echevarria, requests that this Court set this matter for hearing and enter an Order approving the attorneys' fees and costs incurred by Ms. Echevarria in this matter totaling \$56,457.05, instructing Ms. Echevarria as Special Guardian of the Estate of Jean R. Echevarria, Guardian of the Person of Jean R. Echevarria, and Successor Trustee of the Jean R. Echevarria Trust, dated May 30, 2000, to pay her attorneys' fees and costs totaling \$56,457.05 from the Jean R. Echevarria Trust, and ordering Michael Echevarria to reimburse the guardianship estate \$4,959.75 for the guardianship estate's payment of Mr. Echevarria's portion of the Guardian Ad Litem's fees.

Dated this 6th day of April, 2007.

LIONEL SAWYER & COLLINS

By Meredith Stow
Elizabeth Brickfield, Bar No. 6236
Meredith Stow, Bar No. 9203
Lionel Sawyer & Collins
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101
Attorneys for Guardian and Trustee Angel Echevarria

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of April, 2007, service of the foregoing PETITION FOR APPROVAL OF ATTORNEYS FEES AND COSTS; PETITION FOR REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL, ESQ., AS GUARDIAN AD LITEM was made by U. S. Mail addressed to the following address:

Jean R. Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

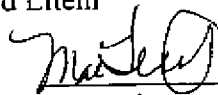
Darius A. Baghai, Esq.
144 S. Palm Drive, 1st floor
Beverly Hills, CA 90212
Counsel for Jean R. Echevarria

Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Cary Colt Payne, Esq.
Cary Colt Payne Chtd.
700 South Eighth Street
Las Vegas, NV 89101
Counsel for Michael Echevarria

Elyse Tyrell, Esq.
8367 West Flamingo, #100
Las Vegas, NV 89147
Guardian Ad Litem



an employee of
LIONEL SAWYER & COLLINS

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding PETITION FOR APPROVAL OF ATTORNEYS FEES AND COSTS; PETITION FOR REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL, ESQ., AS GUARDIAN AD LITEM filed in or submitted for District Court Case number G27262.

☒ Does not contain the social security number of any person.

-OR-

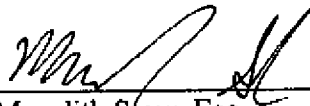
☐ Contain the social security number of a person as required by:

A. A specific state or federal law, to wit: _____

-OR-

B. For the administration of a public program or for an application of a federal or state grant.

Dated this 6th day of April, 2007.



Meredith Stow, Esq.
Lionel Sawyer & Collins

EXHIBIT 1

1 **ORDG**

2 **MARK A. SOLOMON, ESQ.**

3 Nevada State Bar No. 0418

4 **ELIZABETH BRICKFIELD, ESQ.**

5 Nevada State Bar No. 6236

6 **LIONEL SAWYER & COLLINS**

7 1700 Bank of America Plaza

8 300 South Fourth Street

9 Las Vegas, Nevada 89101

10 (702) 383-8888

11 Attorneys for Angel Echevarria

FILED

JAN 7 4 20 PM '05

12 **DISTRICT COURT, FAMILY COURT**
13 **CLARK COUNTY, NEVADA**

14 In the Matter of the Guardianship of the)

Case No. G 27262

15 Estate of JEAN RUTH ECHEVARRIA,)

Dept. No. E

16 Adult Ward)

Date of Hearing: January 5, 2005

Time of Hearing: 9:00 a.m.

17 **ORDER APPOINTING ANGEL ECHEVARRIA AS GENERAL GUARDIAN OF THE**
18 **PERSON OF JEAN RUTH ECHEVARRIA AND SPECIAL GUARDIAN OF THE ESTATE**
19 **OF JEAN RUTH ECHEVARRIA; ORDER ASSUMING JURISDICTION OF THE JEAN**
20 **RUTH ECHEVARRIA TRUST; ORDER DIRECTING THE SALE OF AN ASSET OF THE**
21 **MILLS AT LEBANON, LLC; ORDER ASSESSING THE FEES OF ELYSE TYRELL, ESQ.;**
22 **ORDER APPOINTING ELYSE TYRELL AS GUARDIAN AD LITEM.**

23 The Petition of Michael Echevarria and Nevada Fiduciary Services to be appointed as
24 General Guardian of the Estate of Jean Ruth Echevarria and the Opposition of Angel Echevarria to
25 Michael Echevarria's Petition and her Counter-Petition to be Named Guardian or Alternatively to
26 dismiss the proceedings came before the Court.

27 Present at the hearing were JEAN RUTH ECHEVARRIA, ANGEL ECHEVARRIA, JEAN
28 RUTH ECHEVARRIA's daughter and her counsel of record, ELIZABETH BRICKFIELD, ESQ. of
the law firm of LIONEL SAWYER & COLLINS, KIM BOYER, ESQ. of the law firm of BOLICK
BOYER & GOODSSELL, on behalf of MICHAEL ECHEVARRIA and NEVADA FIDUCIARY

1 SERVICES, who were not present and ELYSE TYRELL, ESQ. of the law firm of PATRICIA
2 TRENT & ASSOCIATES, the investigator appointed by stipulation of the parties.

3 The Court, having considered the pleadings, heard the arguments of Counsel and having
4 interviewed JEAN RUTH ECHEVARRIA in camera made the following findings and orders.

5 The Court finds that JEAN RUTH ECHEVARRIA executed a valid estate plan, including
6 the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust, a Durable Power of Attorney, a Durable
7 Power of Attorney for Health Care and a Nomination of Guardian of her Person under her Last Will
8 and Testament.

9 The Court finds that JEAN RUTH ECHEVARRIA designated ANGEL ECHEVARRIA to
10 serve as Successor Trustee of the JEAN RUTH ECHEVARRIA TRUST; to serve as JEAN RUTH
11 ECHEVARRIA's agent for health care and all general purposes; to serve as Guardian of her Person
12 if necessary and that these designations are valid and in effect.

13 The Court finds that it has jurisdiction of the JEAN RUTH ECHEVARRIA TRUST as a
14 Nevada Trust and that ANGEL ECHEVARRIA is confirmed as successor trustee of the Trust:

15 The Court finds that one hundred percent of the membership interests of the Mill at Lebanon,
16 LLC is owned by the JEAN RUTH ECHEVARRIA TRUST;

17 The Court finds that JEAN RUTH ECHEVARRIA knows and understands the financial
18 conditions that make it in her best interest that the real property which is an asset of the Mills at
19 Lebanon, LLC be sold, as she has invested hundreds of thousands of dollars in the property; the
20 property is in poor condition and would require the replacement of the roof; the property is in
21 foreclosure and back taxes are owing;

22 The Court finds that it has general jurisdiction over the person of MICHAEL ECHEVARRIA
23 in that he submitted to this Court's jurisdiction by coming before this Court to seek his appointment

1 as Temporary and General Guardian of the Estate of JEAN RUTH ECHEVARRIA and placing the
2 issue of the sale of the real property owned by the Mills at Lebanon, LLC before this Court and that
3 any claims he is asserting against the Mills at Lebanon, LLC are claims that are properly before this
4 Court in this proceeding as one hundred percent of the membership interest in the Mills at Lebanon,
5 LLC is an asset of the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust;

6
7 The Court respectfully offers its suggestion to the Tennessee Court that in the name of
8 judicial economy and efficiency the Guardianship Court of the Eighth Judicial District Court, Clark
9 County, Nevada having all parties and the issues before it is the more appropriate forum for the
10 resolution of all issues relating to any claims being made by MICHAEL ECHEVARRIA that he has
11 an interest as a creditor of the Mills at Lebanon, LLC;

12
13 The Court respectfully notifies the Tennessee Court that the Guardianship Court of the Eighth
14 Judicial District Court, Clark County, Nevada is prepared to hold the proceeds from the sale of the
15 Mills at Lebanon, LLC real property in escrow pending resolution by the Guardianship Court of any
16 claims of MICHAEL ECHEVARRIA against such assets;

17 The Court finds that the privacy of JEAN RUTH ECHEVARRIA is to be respected and that
18 her financial affairs and estate planning documents are to remain protected and private:

19
20 The Court finds that pursuant to NRS 159.046(4) that MICHAEL ECHEVARRIA
21 unnecessarily or unreasonably caused the appointment of ELYSE TYRELL to investigate this matter
22 and is therefore liable for eighty-five percent of the expenses associated with the investigation.

23 GOOD CAUSE appearing;

24 IT IS HEREBY ORDERED that ANGEL ECHEVARRIA is appointed as Special Guardian
25 of the Estate of JEAN RUTH ECHEVARRIA with the authority to act in accordance with the
26 provisions of NRS 159.083 and to serve as such without bond;

27
28

1 IT IS FURTHER ORDERED that ANGEL ECHEVARRIA is appointed as General Guardian
2 of the Person of JEAN RUTH ECHEVARRIA;

3 IT IS FURTHER ORDERED that the Guardianship Court of the Eighth Judicial District
4 Court of the State of Nevada assumes jurisdiction over the Jean R. Echevarria Trust dated May 30,
5 2000, as a proceeding in rem;

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA
7 is confirmed as Trustee of the Jean R. Echevarria Trust dated May 30, 2000;

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the sale of the assets of
9 the Mills at Lebanon, LLC shall proceed as being in the Ward's best interests;

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA,
11 as successor trustee of the Jean R. Echevarria Trust shall execute all documents to complete the sale
12 of the real property held as an asset of the Mills at Lebanon, LLC;

13 IT IS FURTHER ORDERED ADJUDGED AND DECREED that Michael Echevarria shall
14 not interfere with the sale of the real property held as an asset of the Mills at Lebanon, LLC;

15 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ANGEL ECHEVARRIA
16 shall provide the Guardianship Court with a copy of all estate planning documents for JEAN
17 ECHEVARRIA and that such documents shall be reviewed by the Court in camera and kept
18 confidential;

19 IT IS FURTHER ORDERED ADJUDGED AND DECREED that any financial records,
20 documents, bank statements or copies of such obtained by MICHAEL ECHEVARRIA through
21 subpoena duces tecum or other discovery method shall be deemed subject to a protective order and
22 the discovery shall not be had by him or his counsel. If any such documents have been provided to
23 MICHAEL ECHEVARRIA or his counsel such documents and any copies shall be turned over to
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1 ELIZABETH BRICKFIELD, ESQ. and shall not be released to MICHAEL ECHEVARRIA;

2 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ELYSE TYRELL, ESQ.
3 shall be appointed as Guardian ad Litem in this matter;

4 IT IS FURTHER ORDERED ADJUDGED AND DECREED that eighty five percent of the
5 fees attributable to the services of ELYSE TYRELL, ESQ. as investigator in this matter shall be
6 paid by MICHAEL ECHEVARRIA and fifteen percent of the fees shall be paid from the assets of
7 JEAN RUTH ECHEVARRIA; and

8
9 IT IS FURTHER ORDERED ADJUDGED AND DECREED that MICHAEL
10 ECHEVARRIA take no action or make any request to any Court, including the Chancery Court of
11 Wilson County, Tennessee at Lebanon in Civil Action No.:04-418, known as Michael A.
12 Echevarria, Plaintiff v. The Mills at Lebanon, LLC, to prevent or stay the payment of the proceeds
13 of such sale to any person, Court or entity other than Angel Echevarria, successor trustee of the Jean
14 R. Echevarria Trust dated May 30, 2000.

15 Dated this 7 day of January, 2005.

16
17 
18 DISTRICT COURT JUDGE *SH*

19 For STEVEN E. JONES

20 Submitted by:

21 LIONEL SAWYER & COLLINS

22 By MA
23 MARK A. SOLOMON, ESQ.
24 ELIZABETH BRICKFIELD, ESQ.
25 300 South Fourth Street
26 Las Vegas, Nevada 89101
27 Attorneys for Angel Echevarria
28

EXHIBIT 2

FILED

APR 6 3 26 PM '05

Christina S. Higgins
CLERK

1 CAG
 2 ELYSE M. TYRELL, ESQ.
 3 Nevada Bar No: 5531
 4 TRENT, TYRELL & ASSOCIATES
 5 8367 W. Flamingo #100
 6 Las Vegas, Nevada 89147
 7 (702) 382-2210
 8 Guardian Ad Litem for the
 9 Adult Ward

DISTRICT COURT
 CLARK COUNTY, NEVADA

7 In the Matter of the Guardianship) CASE NO. G 27262
 8 of the person and estate of) Family Court
 9 JEAN RUTH ECHEVARRIA, an Adult Ward.) Department C

ORDER REQUIRING GUARDIAN OF WARD'S ESTATE TO SATISFY FEES AND COSTS
OF GUARDIAN AD LITEM

Date of Hearing: 04/06/05
 Time of Hearing: 9:00 a.m.

12 This matter having come on regularly for hearing on this date
 13 before the above-entitled court on the 6th day of April, 2005, upon
 14 the Petition for Order Requiring Ward's Guardianship Estate to
 15 Satisfy Fees and Costs of Guardian Ad Litem filed by ELYSE M.

16 TYRELL, ESQ., Guardian Ad Litem for JEAN RUTH ECHEVARRIA; the court
 17 having considered the same and having found that all allegations
 18 contained therein are true and correct, and good cause appearing
 19 therefor,

20 NOW, THEREFORE, IT IS HEREBY ORDERED that the Guardian
 21 of the adult ward's estate is directed to pay the sum of \$5,835.00
 22 to the law firm of Trent, Tyrell & Associates, as and for its fees
 23 and costs in connection with this guardianship matter; and it is

24 FURTHER ORDERED that the Guardian of the ward's estate shall
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1 seek reimbursement directly from Michael Echevarria for his portion
2 of the fees and costs of the Guardian Ad Litem for which the court
3 previously deemed him responsible.

4 DATED this 6th day of April, 2005.

5
6 **STEVEN E. JONES**

7 DISTRICT COURT JUDGE
8

9 TRENT, TYRELL & ASSOCIATES


10
11 
12 ELYSE M. TYRELL, ESQ.
13 8367 W. Flamingo #100
14 Las Vegas, Nevada 89147
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EXHIBIT 3

FILED

MAR 24 9 26 AM '05

Atty. General
CLERK

PET
ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
8367 W. Flamingo Rd., Ste. 100
Las Vegas, Nevada 89101
(702) 382-2210
Guardian Ad Litem for the
Adult Ward

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship	)	CASE NO. G 27262
of the person and estate of	)	Family Court
JEAN RUTH ECHEVARRIA, an Adult	)	Department C
Ward.)	

PETITION FOR ORDER REQUIRING WARD'S GUARDIANSHIP ESTATE TO SATISFY
FEES AND COSTS OF GUARDIAN AD LITEM

Date of Hearing: / /05
Time of Hearing: 9:00 a.m.

COMES NOW, the Petitioner, ELYSE M. TYRELL, ESQ., whose Petition

respectfully represents the following to this Honorable Court:

1. Petitioner is the duly appointed, qualified and acting
Guardian Ad Litem, appointed by the court to advocate on behalf of the
adult ward, JEAN RUTH ECHEVARRIA.

2. During her tenure as Guardian Ad Litem, counsel has rendered
services and advanced costs on behalf of the adult ward, totaling
\$5,835.00 which, to date, remain unpaid.

3. On or about the 7th day of January, 2005, this court entered
its Order Appointing Angel Echevarria as General Guardian of the
Person of Jean Ruth Echevarria and Special Guardian of the Estate of
Jean Ruth Echevarria; Order Assuming Jurisdiction of the Jean Ruth
Echevarria Trust; Order Directing the Sale of an Asset of the Mills
at Lebanon, LLC; Order Assessing the Fees of Elyse Tyrell, Esq.; and

1 Order Appointing Elyse Tyrell as Guardian Ad Litem.

2 4. The foregoing order directed Michael Echevarria to satisfy
3 85% of the fees and costs incurred by the Guardian Ad Litem, and
4 directed that the remaining 15% be paid from the assets of Jean Ruth
5 Echevarria.

6 5. Despite the fact that Petitioner has directed numerous
7 billings, correspondence and demands to both Michael Echevarria and
8 counsel for the Guardian of the ward's estate, both parties have
9 failed and refused, and continues to fail and refuse, to satisfy their
10 respective portions of the fees and costs due to Petitioner's firm.

11 6. N.R.S. 159.046(4) provides the following:

12 An investigator who is appointed pursuant to this
13 section is entitled to reasonable compensation from
14 the estate of the proposed ward. If the court finds
that a person has unnecessarily or unreasonably caused
the investigation, the court may order the person
to pay to the estate of the proposed ward all or part
of the expenses associated with the investigation.

15
16 7. Petitioner argues that the court, when it sought
17 Petitioner's assistance and appointed her as the ward's Guardian Ad
18 Litem, did not intend for Petitioner to perform her duties, render
19 services on behalf of the adult ward and report back to the court,
20 only to then be required to act as a bill collector in an effort to
21 secure payment for her services. Rather, Petitioner construes the
22 provisions of N.R.S. 159.046(4) to provide for payment to
23 investigators and guardians ad litem directly from the ward's estate.
24 Thereafter, any assessment against other parties are to be pursued by,
25 and reimbursed to, the guardianship estate.

26 8. In light of the foregoing, Petitioner would request that the
27 court enter its order directing the Guardian of the ward's estate to

1 satisfy the entirety of Petitioner's fee and cost billing.
2 Thereafter, the Guardian will be free to pursue reimbursement directly
3 from Michael Echevarria.


4 WHEREFORE, Petitioner prays as follows:

5 1. That the court enter its order directing the Guardian of the
6 ward's estate to pay the sum of \$5,835.00 to the law firm of Trent,
7 Tyrell & Associates as and for payment of its fees and costs in
8 connection with this guardianship matter.

9 2. That the Guardian of the ward's estate seek reimbursement
10 directly from Michael Echevarria for his portion of Petitioner's fees
11 and costs which the court previously ordered him responsible.

12 3. For such other and further relief as to the court may deem
13 just and proper in the premises.

14 TRENT, TYRELL & ASSOCIATES

15
16 
17 ELYSE M. TYRELL, ESQ.
18 8367 W. Flamingo #100
19 Las Vegas, NV 89147
20 Guardian Ad Litem
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Trent, Tyrell & Associates
Attorneys at Law
8367 W. Flamingo Road, Suite 100
Las Vegas, NV 89147

(702) 382-2210

(702) 382-9242 (fax)

Jean Echevarria
c/o Elizabeth Brickfield, Esq.
300 South Fourth Street, #1700
Las Vegas, NV 89101

Matter: Jean Echevarria
Statement Date: 3/18/2005
Amount Due: \$5,835.00

Fees					
Date	Billor	Description	Code	Hours	Amount
12/8/2004	EMT	Court appearance; discuss file w/counsel and family		1.00	\$350.00
12/11/2004	EMT	Review information and documentation		2.00	\$700.00
12/12/2004	EMT	Review information and documentation		2.00	\$700.00
12/13/2004	EMT	p/c w/Elizabeth Brickfield, Esq.		0.10	\$35.00
12/14/2004	EMT	p/c w/David Houston, Esq. (2); fax to Kim Boyer, Esq.; fax to Elizabeth Brickfield, Esq.; p/c w/Kim Boyer, Esq.		1.10	\$385.00
12/15/2004	EMT	p/c w/Elizabeth Brickfield, Esq.; review fax from Elizabeth Brickfield, Esq.; fax to Elizabeth Brickfield, Esq.		0.25	\$87.50
12/18/2004	EMT	Review information and documentation		0.45	\$157.50
12/20/2004	EMT	Review fax from Michael Echevarria		0.10	\$35.00
12/21/2004	EMT	p/c w/Michael Echevarria; p/c w/Elizabeth Brickfield, Esq.; left message for Darius Baghai, Esq. (no charge)		0.40	\$140.00
12/22/2004	EMT	Review fax from Michael Echevarria; fax to Elizabeth Brickfield, Esq.; p/c w/Darius Baghai, Esq.		0.45	\$157.50
12/23/2004	EMT	Letter to counsel		0.70	\$245.00
12/27/2004	EMT	Review Supplement to Opposition filed by Elizabeth Brickfield		0.10	\$35.00
1/3/2005	EMT	p/c w/Michael; p/c w/Elizabeth Brickfield		0.40	\$140.00
1/4/2005	CJ	p/c w/Michael; fax to Michael		0.60	\$84.00
1/4/2005	EMT	p/c w/Kim Boyer; p/c w/Elizabeth Brickfield		0.25	\$87.50
1/5/2005	EMT	Court appearance		2.00	\$700.00
1/5/2005	LLR	Faxes to Elizabeth Brickfield and Kim Boyer		0.50	\$87.50
1/6/2005	EMT	Faxes to Kim Boyer and Elizabeth Brickfield		0.50	\$175.00
1/7/2005	EMT	p/c w/ Kim Boyer; p/c w/Elizabeth Brickfield		0.40	\$140.00
1/10/2005	EMT	Review fax from Elizabeth Brickfield to the Guardianship Commissioner		0.20	\$70.00
1/19/2005	EMT	Review letter		0.10	\$35.00
1/31/2005	EMT	Fax to Elizabeth Brickfield and Kim Boyer		0.50	\$175.00
2/1/2005	CJ	p/c w/Michael Echevarria		0.25	\$35.00
2/7/2005	CJ	Fax to Elizabeth Brickfield and Kim Boyer		0.50	\$70.00
2/10/2005	EMT	Review Notice of Withdrawal filed by Kim Boyer		0.20	\$70.00
2/11/2005	CJ	Fax to Elizabeth Brickfield and Kim Boyer; draft additional faxes to Ms. Brickfield and Ms. Boyer		0.60	\$84.00

Jean Echevarria

Re: Jean Echevarria

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
2/15/2005	CJ	(Continued...) fax to Michael Echevarria			
2/15/2005	EMT	Letter to Michael Echevarria		0.40	\$56.00
2/15/2005	EMT	Review and approve letter		0.20	\$70.00
3/18/2005	LLR	Review file; research; discussion w/Elyse Tyrell (no charge for Ms. Tyrell's time); draft Petition for		2.50	\$437.50
		Payment of Fees; draft setting pleadings			
3/18/2005	EMT	Review and approve draft of petition; approve setting pleadings		0.50	\$175.00
SUBTOTAL:				19.25	\$5,719.00

Expenses

Date	Billor	Description	Code	Amount
1/6/2005	LLR	Copying costs to date		\$55.40
3/18/2005	LLR	Copying costs from 1/7/05 to date		\$49.80
3/18/2005	LLR	Postage costs		\$10.80
SUBTOTAL:				\$116.00

Bill Summary

Previous Balance	\$0.00
Current Fees	\$5,719.00
Current Expenses	\$116.00
Current Other:	\$0.00
Current Payments	\$0.00
Total Amount Due	\$5,835.00

EXHIBIT 4

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ELIZABETH BRICKFIELD, ESQ., being first duly sworn upon her oath, deposes
and says:

2. I am the attorney with Lionel Sawyer & Collins who is primarily responsible for the representation of Angel Echevarria. At the time that Lionel Sawyer & Collins was retained on behalf of Ms. Echevarria on December 1, 2004, it was agreed that Lionel Sawyer & Collins would be paid at the normal hourly rate of its attorneys and paralegals who would work on the matter and would be reimbursed for all costs expended on behalf of the estate.

3. Attached hereto as **Exhibit "A"** is a true and correct copy of Lionel Sawyer & Collins' billing statement in this estate matter covering attorney and paralegal services during the period of December 1, 2004 to March 29, 2007. As shown by the statement, which sets forth specific detail concerning the services provided, Lionel Sawyer & Collins has earned fees during that time in the total amount of \$53,217.75 and incurred costs in the total amount of \$3,239.30.

SUBSCRIBED and SWORN to before me this 6th day of April, 2007.

My Commission Expires: Oct 18, 2009



EXHIBIT A

LIONEL SAWYER & COLLINS
Attorneys at Law

I.D. 17340-0001
Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	AMOUNT
12-01-04	Hearing. Document review.	EB	7.50	1,650.00
12-03-04	Telephone conferences with Craig Burr. Conference with Elizabeth Brickfield regarding guardianship issues.	ADP	0.50	92.50
12-05-04	Review of documents.	EE	2.50	550.00
12-06-04	Document review.	EB	8.50	1,870.00
12-07-04	Preparation of Opposition and Petition. Conference with Elizabeth Brickfield regarding issues in opposition.	EB	3.50	770.00
12-09-04	Review fax from G. Vandervert in Tennessee.	ADP	0.25	46.25
12-10-04	Telephone conference with G. Vandervert.	ES	0.50	110.00
12-20-04	Review operating agreement and assignment documents for the Mill at Lebanon, LLC. Draft resolution to remove current managers and appoint successor.	EB	0.50	110.00
12-21-04	Telephone conferences with E. Tyrell and A. Echevarria.	LT	1.25	162.50
12-22-04	Draft petition.	EB	4.50	990.00
01-03-05	Supplement to Petition. Telephone conference with E. Tyrell.	SB	3.00	660.00
01-04-05	Telephone conference with client. Telephone conference with G. Vandever's office.	ES	2.00	470.00
01-05-05	Appearance at hearing on Petition for Guardianship. Draft Order.	EB	0.50	117.50
01-06-05	Draft order from hearing on 1/5/05.	EB	6.50	1,527.50
01-07-05	Telephone conference. Entry of Order to sell Mills at Lebanon LLC.	EB	2.50	587.50
01-08-05	Draft: letter to E. Tyrell, letter to G. Vanderver, order and letters of Guardianship. Review faxes.	EB	1.50	352.50
01-26-05	Conference call with G. Vanderver and A. Echevarria. Review fax.	EB	2.00	470.00
01-31-05	Research and draft Motion to Compel.	EB	1.50	352.50
02-02-05	Review of material.	EB	1.50	352.50
02-09-05	Conference with Elizabeth Brickfield regarding filing petition for violation of guardianship statute to recover converted and wasted amounts and attorney's fees and costs.	EB	1.00	235.00
02-09-05	Meeting with Angel Echevarria. Legal review with Suzanne L. Martin.	SLM	0.50	97.50
02-10-05	Review client documents and procedural history of case in preparation for drafting of complaint.	EB	1.00	235.00
02-11-05	Review correspondence and pleadings in preparation for drafting petition/complaint; draft petition/complaint for conversion/disposal of assets.	SLM	2.50	487.50
02-14-05	Draft petition for relief: telephone	SLM	3.25	633.75

LIONEL SAWYER & COLLINS
Attorneys at Law

I.D. 17340-0001
Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	AMOUNT
	conference with A. Echevarria; identify exhibits for same and confer with Elizabeth Brickfield regarding same.	SLM	6.00	1,170.00
02-15-05	Cull exhibits for petition for relief.	SLM	2.25	436.75
02-15-05	Telephone conference with A. Echevarria to review expenses, fees and costs incurred in defending against and protecting interests of ward in multi-jurisdictional litigation.	SLM	0.25	48.75
02-16-05	Edit revised petition, revise exhibit list.	SLM	0.50	97.50
02-16-05	Revise and edit petition; verify exhibits for same, confer with Elizabeth Brickfield regarding same. Telephone conference with A. Echevarria and draft letter.	SLM	1.50	292.50
02-17-05	Telephone conference with A. Echevarria; revise and edit petition; draft citation to appear at hearing.	SLM	1.25	243.75
02-17-05	Legal review and analysis regarding Citation.	EB	1.00	235.00
02-22-05	Telephone conference with G. Vanderver.	EB	0.25	58.75
02-24-05	Discussion with G. Vanderver.	EB	0.50	117.50
03-02-05	Client discussion.	EB	0.25	58.75
03-03-05	Telephone conference with J. Pryn.	EB	1.00	235.00
03-08-05	Draft Petition.	EB	0.50	117.50
03-23-05	Confer with E. Brickfield.	SLM	0.25	48.75
03-23-05	Appearance in Guardianship Court.	EB	5.50	1,292.50
03-24-05	Discussions with A. Echevarria and G. Vanderver.	EB	1.00	235.00
03-24-05	Participate in telephone conference to discuss strategy.	SLM	0.25	48.75
03-29-05	Conference with Elizabeth Brickfield and G. Vanderveld.	SLM	0.50	97.50
04-06-05	Draft amended petition, conference with Elizabeth Brickfield.	SLM	0.50	97.50
04-07-05	Revise and edit amended petition.	SLM	1.25	243.75
04-12-05	Preparation for hearing.	EB	1.50	352.50
04-13-05	Preparation for and attendance at hearing on Echevarria.	EB	3.50	812.50
04-13-05	Confer with Elizabeth Brickfield regarding strategy.	SLM	0.25	48.75
04-18-05	Meeting with client and review file to prepare for client meeting.	JMN	2.50	650.00
04-19-05	Prepare litigation timeline; draft letter to M. Echevarria's counsel regarding request for trust documents and pleadings.	SLM	1.00	195.00
04-19-05	Telephone conference with client.	EB	0.50	117.50
04-20-05	Create timeline and litigation issues chart; correspond with Elizabeth Brickfield and John M. Naylor regarding same and strategy.	SLM	2.25	436.75
04-22-05	Material review.	EB	5.00	1,175.00
04-25-05	Prepare for meeting with client/meeting			

LIONEL SAWYER & COLLINS
Attorneys at Law

J.D. 17340-0001
Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	AMOUNT
	with client.	JMN	3.00	730.00
04-25-05	Legal analysis with client. Review of material.	EB	0.50	117.50
04-28-05	Review and assess electronic case files and documents on three cds.	DCK	2.60	364.00
05-02-05	Further assist with matters regarding notices to creditors.	DCK	0.75	105.00
05-03-05	Telephone conference with client and discussion with Elizabeth Brickfield.	JMN	1.00	260.00
05-07-05	Material review.	EB	2.50	587.50
05-04-05	Hearing preparation.	EB	2.50	587.50
05-10-05	Preparation for hearing.	EB	4.50	1,057.50
05-11-05	Meet & Confer with judge. Review client material.	CS	5.50	1,292.50
05-23-05	Review pleadings from Cary Colt Payne.	EB	0.50	117.50
05-25-05	Review agency agreement.	MEW	0.75	206.25
05-25-05	Meet with clerk regarding research on Motion to move venue.	EB	1.00	235.00
05-25-05	Meeting with Elizabeth Brickfield regarding case assignment, writing response brief to opposing counsel's motion to stay, dismiss, or change venue.	JAL	0.50	45.00
05-25-05	Reading through case file, Nevada pleadings, Tennessee pleadings, outlining Response brief	JAL	3.00	270.00
05-25-05	Legal Research regarding case law and statutory law for response brief.	JAL	1.25	112.50
05-25-05	Meeting with Elizabeth Brickfield regarding research for response brief	JAL	0.25	22.50
05-25-05	Additional research for response brief	JAL	0.50	45.00
05-25-05	Drafting response brief to opposing counsel's motion to dismiss, stay, or change venue.	JAL	1.00	90.00
05-25-05	Review opposition to Motion. Telephone conference with accountant.	EB	1.50	352.50
05-25-05	Drafting Response opposing motion to stay/change of venue.	JAL	4.75	427.50
05-26-05	Revising response opposing motion to stay/change of venue	JAL	1.50	135.00
05-25-05	Meeting with Elizabeth Brickfield regarding response brief	JAL	0.75	67.50
05-26-05	Additional online research for response brief	JAL	1.00	90.00
05-26-05	Conference with Elizabeth Brickfield regarding the file in preparation for drafting letters to accountant, guardian ad litem, private investigator and drafting discovery requests.	JLB	1.00	90.00
05-26-05	Drafted letters to accountant, guardian ad litem, and private investigator for Elizabeth Brickfield to review.	JLB	1.25	112.50

LIONEL SAWYER & COLLINS
Attorneys at Law

I.D. 17340-0001
Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	AMOUNT
05-26-05	Reviewed case file in preparation for preparing letters to accountant, guardian ad litem, and private investigator and drafting discovery requests.	JLB	3.00	270.00
05-26-05	Reviewed Nevada Rules on Discovery in order to draft discovery requests for production of documents, admissions, and interrogatories.	JLB	0.75	67.50
05-27-05	Review additional documents.	EB	1.00	235.00
05-27-05	Revising response brief to opposing counsel's motion to stay or change venue	JAL	3.50	315.00
05-27-05	Additional work and additional research rewriting response brief	JAL	1.50	135.00
05-27-05	Revised letters to accountant, guardian ad litem, and private investigator. Compiled financial information to enclose in the letter to the accountant.	JLB	1.00	90.00
05-27-05	Drafted discovery requests for production of documents, admissions, and interrogatories.	JLB	4.00	360.00
05-28-05	Drafted discovery requests for production of documents, admissions, and interrogatories.	JLB	2.25	202.50
05-31-05	Completed first draft of discovery requests for review by Elizabeth Brickfield.	JLB	1.00	90.00
05-31-05	Drafted Case Conference Report.	JLB	2.25	202.50
06-01-05	Meeting with John Naylor revising response brief for opposing counsel's motion	JAL	0.75	67.50
06-01-05	Revising response brief to opposing counsel's motion to stay, dismiss, or change venue.	JAL	2.25	202.50
06-02-05	Finished revising response brief to opposing counsel's motion to stay, dismiss, or change venue. Gave to John Naylor to look over.	JAL	3.50	315.00
06-03-05	Revised opposition brief to opposing counsel's motion to dismiss, stay, or change venue. Went over draft with John Naylor and Elizabeth Brickfield, and got brief ready to file with court.	JAL	3.25	292.50
06-06-05	Review brokerage agreement.	NEW	0.25	68.75
06-06-05	Telephone conference with M. Ashegian.	EB	1.00	235.00
06-07-05	Edited first draft of discovery requests.	JLB	0.25	22.50
06-20-05	Document review. Preparation for hearing. Court appearance. Telephone conference with Marc Ashegian, CPA.	EB	4.50	1,057.50
06-21-05	Hearing preparation. Legal analysis.	EB	4.50	1,057.50
06-22-05	Further hearing preparation and legal			

LIONEL SAWYER & COLLINS
Attorneys at Law

I.D. 17340-0001
Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	AMOUNT
	analysis. Court appearance.	EB	4.50	1,057.50
06-23-05	Document review from Patrick Wells.	EB	1.00	235.00
06-24-05	Further document review.	EB	1.00	235.00
06-27-05	Review of proposed dates of trial.	EB	1.00	235.00
07-05-05	Review of documents from Attorney Vandever with discovery requests.	EB	2.00	470.00
07-08-05	Review of fax from Cary Colt Payne with copy of draft Order.	EB	0.50	117.50
07-11-05	Phone conference with Attorney Gary Vandever.	EB	0.50	117.50
07-12-05	Phone conference with client. Review of letter from Attorney Vandever and copy of Motion to Continue. Letter with copies of same to client.	EB	0.50	117.50
07-13-05	Drafted an affidavit for Marc. M. Asheghian affirming an absence of documents regarding the Mill property.	CH	2.75	247.50
07-14-05	Drafted a memo.	CH	4.50	405.00
07-14-05	Office conference with Mark Asheghian and client. Conference with Elyse Tyrell, Mark Asheghian and client. Legal analysis.	EB	6.00	1,410.00
07-15-05	Preparation of letter to Cary Colt Payne, Esq. regarding language of proposed Order from the June 15, 2005, hearing, copy to client and Elyse Tyrell. Preparation of additional letter to Cary Colt Payne, Esq. regarding receiving Michael Echevarria's response pleading to the petition for conversion prior to July 22, 2005, or move for default, copy to client and Elyse Tyrell. Review of letter from Gary Vandever.	EB	1.00	235.00
07-26-05	Review of letters from Gary Vandever to David Smythe and client, along with Motion and Affidavit and Motion to Quash Interrogatories, or in the alternative, Objection to Interrogatories.	EB	0.50	117.50
08-01-05	Telephone conference with Guardianship Office regarding scheduling meeting regarding budget issues.	EB	0.25	58.75
08-02-05	Telephone conference with Guardianship Office regarding scheduled of budget meeting on 08/11/05.	EB	0.25	58.75
08-05-05	Review of letter from Cary Colt Payne, Esq. with Michael Echevarria's Response to Interrogatories. Letter with copy of same to client. Review of correspondence from Gary Vandever, Esq. to client and Randy Trammel.	EB	1.50	352.50
08-09-05	Review of Notice of Entry of Order and copy of Order entered 07/26/05. Letter			

LIONEL SAWYER & COLLINS
Attorneys at Law

T.D. 17340-0001
Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	AMOUNT
	with copy of same to client.	EB	0.50	117.50
08-19-05	Telephone conference with Shari at Cary Colt Payne's Office regarding budget meeting scheduled for August 25, 2005.	EB	0.25	58.75
08-25-05	Telephone conference with Elyse Tyrell, Esq. regarding Budget meeting at Guardianship Court. Review of fax from Gary Vandever, Esq. Faxing of same to client and Marc Asheghian.	EB	1.00	235.00
09-06-05	Telephone conference with client.	EB	0.50	117.50
09-20-05	Review of facsimile request from Cary Colt Payne regarding Deposition time change. Preparation of Amended Notice of Taking of Deposition of Michael Echevarria changing time of deposition on 11/02/05.	EB	0.50	117.50
09-22-05	Review of letter from Gary Vandever, Esq. to Tim Davis, Esq. Review of Notice of Filing Depositions from Gary Vandever, Esq.	EB	0.50	117.50
09-26-05	Review of cover letter and Amended Answer to First Set of Interrogatories from Gary Vandever, Esq. with copy to John M. Naylor.	EB	0.25	58.75
09-29-05	Telephone conference with client. Review of fax from Elyse Tyrell, Esq. regarding no Order or Report and Recommendation prepared for 09/25/05 hearing and enclosing copy of minutes from 08/25/05. Telephone conference with Gary Vandever, Esq.	EB	1.50	352.50
09-29-05	Preparation of Petition for Order Shifting Fees to Michael Echevarria.	EB	0.75	176.25
09-30-05	Preparation of letter to Marc Asheghian. Telephone conference with Gary Vandever, Esq.	EB	1.00	235.00
10-06-05	Telephone conference with Marc Asheghian.	EB	1.00	235.00
10-07-05	Review of fax from Elyse Tyrell, Esq. regarding time billing as Guardian of Ward's Estate and request for payment.	EB	1.00	235.00
10-10-05	Preparation of Objection to the Recommendation of the Guardianship Commissioner.	EB	3.00	705.00
10-19-05	Letter to Cary Colt Payne. Finalize Objection to Recommendation of Guardianship Commissioner. Document review.	EB	4.50	1,057.50
10-20-05	Telephone conference with Cary Colt Payne regarding Deposition of Michael Echevarria. Document review.	EB	2.50	587.50
10-21-05	Preparation of Correspondence to Cary Colt Payne. Draft Amended Notice of Deposition.	EB	1.00	235.00
11-04-05	Telephone conference with M. Asheghian. Meeting with client. File review.	EB	1.50	352.50
11-16-05	File Review. Meeting with Angel Echevarria and Marc Asheghian.	EB	5.00	1,175.00

LIONEL SAWYER & COLLINS
Attorneys at Law

D.O. 17340-0001

Re: Guardianship of Jean R Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	AMOUNT
11-22-05	Meet with Elizabeth Brickfield regarding letter and petition drafts; initial review of documents; initial draft of demand letter.	NXB	1.25	168.75
11-23-05	Continued review of documents in preparation for demand letter.	NXB	0.50	67.50
11-29-05	Meet with Elizabeth Brickfield regarding Echevarria demand letter; revise draft of demand letter with additional information.	NXB	0.75	101.25
12-28-05	Filing, organization of documents.	NXB	0.25	33.75
12-29-05	Meet with Elizabeth Brickfield regarding draft of petition for fees for attorney review.	NXB	1.75	236.25
01-04-06	Meet with Elizabeth Brickfield regarding Echevarria petitions for fees.	NXB	0.25	35.00
01-05-06	Finalize petition for attorney fees with additional information.	NXB	1.25	175.00
01-05-06	Call Tyrell law firm regarding fees.	NXB	0.25	35.00
01-09-06	Revise petition for fees with additional information from attorney.	NXB	1.00	140.00
03-20-06	Telephone conference with Gary Vandever and Angel Echevarria.	EB	0.50	137.50
05-24-06	Receipt and review of summary from Marc Asheghian. Forward same to client.	EB	2.50	587.50
05-30-06	Telephone conferences with M. Asheghian's office.	EB	1.00	275.00
06-13-06	Telephone conference with Marc Asheghian. Review email from same.	EB	1.00	275.00
06-14-06	Review and respond to email from Angel Echevarria.	EB	0.25	68.75
06-16-06	Communication with client.	EB	1.00	275.00
11-17-06	Letter to Gary Vandever with box of documents; emails to and from Gary Vandever.	EB	2.50	587.50
11-20-06	Emails to and from George Vandever.	EB	0.25	68.75
11-22-06	Emails to Gary Vandever.	EB	0.25	68.75
11-30-06	Emails to and from Gary vandever and Jackie Chaney.	EB	1.00	275.00
12-01-06	Emails to and from Gary Vandever.	EB	0.25	68.75
12-07-06	Email from Mary Shapiro.	EB	0.50	137.50
12-08-06	Emails to and from Jackie Chaney.	EB	0.50	137.50
12-12-06	Emails to and from Gary Vandever.	EB	0.25	68.75
12-12-06	Email to Angel Echevarria.	EB	0.50	137.50
12-13-06	Email to Angel Echevarria.	EB	0.25	68.75
12-20-06	Emails to and from Gary Vandever.	EB	0.25	68.75
01-24-07	Letter to Angel Echevarria with enclosures.	EB	0.50	137.50
02-12-07	Email to Gary Vandever.	EB	0.50	137.50
02-13-07	Emails to and from Gary Vandever.	EB	0.50	137.50
02-22-07	Emails from Angel Echevarria.	EB	0.50	137.50
03-15-07	Reviewed pleadings and began drafting Petition for Fees.	MLS	2.25	461.25
03-16-07	Reviewed pleadings for guardianship orders			

LIONEL SAWYER & COLLINS
Attorneys at Law

I.D. 17140-0001
Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION OF SERVICES	ATTY	HOURS	AMOUNT
	and findings of fact. Continued drafting Petition for Fees.	MLS	2.50	512.50
03-19-07	Revised and edited the petition for fees. Drafted Affidavit for petition.	MLS	2.50	512.50
03-20-07	Made changes and additions to the petition for fees. Research for petition.	MLS	1.00	205.00
03-22-07	Revise and edit petition and review entries.	MLS	0.25	51.25
03-23-07	Revise and edit petition and review entries.	MLS	0.25	51.25
	TOTALS		268.10	53,217.75

DISBURSEMENTS

DATE	DESCRIPTION	AMOUNT
12-03-04	Long Distance Phone Charges; 415-458-5100	4.06
12-03-04	Long Distance Phone Charges; 415-458-5100	8.46
12-07-04	Filing Fee; CLARK COUNTY CLERK	86.00
12-07-04	Duplicating	1.00
12-07-04	Duplicating	5.75
12-07-04	Duplicating	79.25
12-07-04	Duplicating	0.25
12-07-04	Duplicating	1.00
12-07-04	Duplicating	2.25
12-07-04	Duplicating	10.98
12-08-04	Long Distance Phone Charges; 310-622-8795	4.69
12-08-04	Long Distance Phone Charges; 310-472-5300	1.50
12-08-04	Duplicating	1.00
12-08-04	Duplicating	0.75
12-08-04	Duplicating	9.25
12-08-04	Duplicating	18.00
12-08-04	Duplicating	4.75
12-08-04	Duplicating	2.81
12-09-04	Long Distance Phone Charges; 310-407-5850	2.18
12-10-04	Long Distance Phone Charges; 310-472-5300	5.25
12-13-04	Duplicating	2.50
12-13-04	Duplicating	5.95
12-14-04	Long Distance Phone Charges; 615-742-7737	3.44
12-14-04	Long Distance Phone Charges; 615-742-7737	2.16
12-14-04	Long Distance Phone Charges; 615-742-7737	5.55
12-14-04	Long Distance Phone Charges; 615-742-7737	2.91
12-14-04	Long Distance Phone Charges; 615-406-7145	14.75
12-14-04	Long Distance Phone Charges; 615-406-7145	9.72
12-15-04	Long Distance Phone Charges; 615-444-7145	32.00
12-21-04	Duplicating; PETTY CASH	2.81
01-04-05	Long Distance Phone Charges; 15154447145	3.44
01-05-05	Long Distance Phone Charges; 15154447145	0.50
01-06-05	Duplicating	1.75
01-06-05	Duplicating	

LIONEL SAWYER & COLLINS
Attorneys at Law

I.D. 17340-0001
Re: Guardianship of Jean R. Schemarria

DATE	DESCRIPTION	AMOUNT
01-06-05	Duplicating	0.25
01-06-05	Long Distance Phone Charges; 16154434560	3.44
01-07-05	Duplicating	0.50
01-07-05	Duplicating	4.50
01-07-05	Duplicating	3.59
01-07-05	Duplicating	1.25
01-07-05	Duplicating	3.44
01-07-05	Long Distance Phone Charges; 16155994331	6.75
01-10-05	Duplicating	7.50
01-11-05	Duplicating	3.00
01-11-05	Duplicating	3.00
01-11-05	Duplicating	7.50
01-12-05	Duplicating	4.25
01-12-05	Duplicating	0.50
01-13-05	Duplicating	1.00
01-13-05	Duplicating	2.16
01-27-05	Long Distance Phone Charges; 17973213222	6.00
01-28-05	Certified Copies; C C FAMILY COURT; PETTY CASH	12.00
01-28-05	Certified Copies; C C FAMILY COURT; PETTY CASH	1.25
01-28-05	Duplicating	3.25
01-28-05	Duplicating	4.70
01-28-05	Long Distance Phone Charges; 13108519061	2.38
01-28-05	Long Distance Phone Charges; 615-444-7145	1.25
01-31-05	Duplicating	1.25
01-31-05	Duplicating	1.00
02-01-05	Duplicating	11.75
02-01-05	Duplicating	1.25
02-01-05	Duplicating	9.10
02-01-05	Long Distance Phone Charges; 16154447145	6.75
02-02-05	Duplicating	0.75
02-07-05	Duplicating	12.25
02-16-05	Duplicating	2.16
02-16-05	Long Distance Phone Charges; 16154447145	190.00
02-16-05	Duplicating	1.50
02-18-05	Duplicating	0.50
02-18-05	Duplicating	2.25
02-18-05	Duplicating	0.75
02-18-05	Duplicating	4.07
02-22-05	Long Distance Phone Charges; 615-444-7145	1.00
02-28-05	Duplicating	5.30
02-28-05	Duplicating	34.73
02-28-05	Federal Express; To Gary Vanderver on 02/18/05; FEDEX ERS	9.23
03-03-05	Long Distance Phone Charges; 16154434414	4.50
03-04-05	Duplicating	0.50
03-17-05	Duplicating	1.00
03-28-05	Duplicating	4.50
03-28-05	Duplicating	0.50
03-31-05	Duplicating	2.83
04-05-05	Long Distance Phone Charges; 16154434560	1.50
04-07-05	Duplicating	17.75
04-11-05	Duplicating	64.50
04-11-05	Duplicating	

LIONEL SAWYER & COLLINS
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I.D. 17340-0001
Re: Guardianship of Jean R. Echevarria

DISBURSEMENTS	DATE	DESCRIPTION	AMOUNT
	04-12-05	Long Distance Phone Charges; 13139652121	2.83
	04-12-05	Long Distance Phone Charges; 13139652121	2.19
	04-12-05	Long Distance Phone Charges; 13139652121	2.83
	04-12-05	Long Distance Phone Charges; 13139652121	2.19
	04-12-05	Long Distance Phone Charges; 13139652121	36.00
	04-13-05	Duplicating	3.47
	04-13-05	Long Distance Phone Charges; 13135435842	2.83
	04-13-05	Long Distance Phone Charges; 13139652121	2.19
	04-13-05	Long Distance Phone Charges; 13139652121	2.19
	04-13-05	Long Distance Phone Charges; 13135501723	2.83
	04-13-05	Long Distance Phone Charges; 13139652121	5.00
	04-14-05	Duplicating	2.19
	04-14-05	Long Distance Phone Charges; 13139652121	2.83
	04-14-05	Long Distance Phone Charges; 12488792000	4.11
	04-14-05	Long Distance Phone Charges; 12488792000	6.03
	04-14-05	Long Distance Phone Charges; 615-444-7145	0.50
	04-20-05	Duplicating	2.19
	04-20-05	Long Distance Phone Charges; 16154447145	1.25
	04-21-05	Duplicating	5.00
	04-22-05	Duplicating	1.50
	05-02-05	Duplicating	4.50
	05-02-05	Duplicating	2.19
	05-02-05	Long Distance Phone Charges; 615-444-7145	4.75
	05-03-05	Duplicating	0.50
	05-03-05	Duplicating	0.75
	05-03-05	Duplicating	22.25
	05-04-05	Duplicating	5.00
	05-04-05	Duplicating	9.23
	05-05-05	Long Distance Phone Charges; 615-533-7174	2.50
	05-06-05	Duplicating	2.50
	05-10-05	Duplicating	33.00
	05-11-05	Duplicating	8.50
	05-11-05	Duplicating	25.25
	05-11-05	Duplicating	0.25
	05-11-05	Duplicating	3.50
	05-11-05	Duplicating	33.25
	05-11-05	Duplicating	4.75
	05-11-05	Long Distance Phone Charges; 615-444-7145	0.20
	05-16-05	Long Distance Phone Charges; 310-500-3570	18.75
	05-18-05	Duplicating	12.25
	05-20-05	Duplicating	12.25
	05-23-05	Duplicating	1.50
	05-23-05	Duplicating	0.20
	05-23-05	Long Distance Phone Charges; 310-500-3570	0.39
	05-23-05	Long Distance Phone Charges; 310-979-7800	2.50
	05-25-05	Duplicating	0.75
	05-26-05	Duplicating	43.25
	05-27-05	Duplicating	3.50
	05-27-05	Duplicating	0.20
	05-27-05	Long Distance Phone Charges; 13109797800	0.39
	05-27-05	Long Distance Phone Charges; 13109797800	0.20
	05-27-05	Long Distance Phone Charges; 16159929749	

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I.D. 17340-0001
Re: Guardianship of Jean R. Echevarria

DISBURSEMENTS	DATE	DESCRIPTION	AMOUNT
	05-31-05	Westlaw	238.80
	06-02-05	Duplicating	1.75
	06-02-05	Duplicating	5.50
	06-03-05	Duplicating	11.00
	06-03-05	Duplicating	0.20
	06-07-05	Long Distance Phone Charges: 16154447145	5.50
	06-13-05	Duplicating	244.03
	06-13-05	Duplicating; LEGAL COPY CATS & PRINTING	
	06-15-05	Duplicating; SCANNING/1017 COPIED; LEGAL DOCUMENT SOLUTIONS	122.23
	06-20-05	Duplicating; BATES LABELS; LEGAL COPY CATS & PRINTING	39.18
	06-20-05	Duplicating	1.50
	06-20-05	Duplicating	38.00
	06-20-05	Long Distance Phone Charges: 18183405358	0.22
	06-20-05	Long Distance Phone Charges: 16154447145	0.22
	06-20-05	Long Distance Phone Charges: 16155337174	0.22
	06-21-05	Duplicating	0.75
	06-21-05	Duplicating	0.50
	06-21-05	Long Distance Phone Charges: 16154447145	0.22
	06-22-05	Duplicating; COPY/BINDING OF BUDGET PROPOSAL; LEGAL COPY CATS & PRINTING	68.41
	06-22-05	Duplicating	35.25
	06-22-05	Long Distance Phone Charges: 16154447145	0.44
	06-23-05	Duplicating	1.50
	06-23-05	Duplicating	0.75
	06-23-05	Duplicating	1.25
	06-27-05	Duplicating	0.22
	06-27-05	Long Distance Phone Charges: 16154447145	0.44
	06-27-05	Long Distance Phone Charges: 19492521777	1.75
	06-28-05	Duplicating	0.44
	06-28-05	Long Distance Phone Charges: 13109797800	
	06-29-05	Professional Fees; INVESTIGATION REPORT RE:MICHAEL A. ECHEVARRIA; PATRICK J. WELLS	728.80
	06-30-05	Long Distance Phone Charges	0.39
	06-30-05	Long Distance Phone Charges: 16154447145	4.34
	06-30-05	Westlaw	72.00
	06-30-05	Long Distance Phone Charges: 615-533-7174 6/10/05	1.75
	07-01-05	Duplicating	1.50
	07-01-05	Duplicating	13.25
	07-05-05	Duplicating	1.75
	07-06-05	Duplicating	0.22
	07-06-05	Long Distance Phone Charges: 16154447145	2.25
	07-11-05	Duplicating	0.22
	07-12-05	Long Distance Phone Charges: 13109797800	0.44
	07-12-05	Long Distance Phone Charges: 13109797800	9.00
	07-14-05	Duplicating	11.50
	07-14-05	Duplicating	11.50
	07-14-05	Duplicating	2.25
	07-14-05	Duplicating	0.22
	07-14-05	Long Distance Phone Charges: 13109797800	0.65
	07-14-05	Long Distance Phone Charges: 16154414350	0.35
	07-15-05	Duplicating	1.50
	07-18-05	Duplicating	3.25
	07-18-05	Duplicating	

LIONEL SAWYER & COLLINS
Attorneys at Law

I.D. 17340-0001
Re: Guardianship of Jean R. Schevarria

DISBURSEMENTS	AMOUNT
DATE DESCRIPTION	
07-19-05 Postage	0.74
07-20-05 Duplicating	4.00
07-25-05 Duplicating	0.50
07-25-05 Duplicating	4.25
07-25-05 Duplicating	0.37
07-29-05 Postage	0.60
07-29-05 Postage	0.37
07-29-05 Postage	3.25
07-31-05 Long Distance Phone Charges: 615-444-7145	1.00
08-01-05 Duplicating	3.75
08-01-05 Duplicating	
08-05-05 Federal Express; CAN: 7-14-05 & GARY VANDEVER, LEBANON, TN; FEDEX ERS	28.45
08-08-05 Duplicating	6.75
08-09-05 Duplicating	7.00
08-09-05 Duplicating	0.50
08-10-05 Duplicating	1.25
08-23-05 Duplicating	1.25
08-24-05 Postage	0.60
08-24-05 Postage	1.20
08-24-05 Postage	1.71
08-25-05 Long Distance Phone Charges: 13109797800	0.22
08-25-05 Long Distance Phone Charges: 13109797807	0.44
08-26-05 Duplicating	0.25
09-06-05 Duplicating	1.50
09-06-05 Duplicating	0.25
09-06-05 Long Distance Phone Charges: 16154434560	0.22
09-09-05 Duplicating	1.50
09-09-05 Duplicating	23.75
09-09-05 Duplicating	2.00
09-09-05 Duplicating	0.44
09-09-05 Long Distance Phone Charges: 16154447145	2.25
09-20-05 Duplicating	2.25
09-23-05 Duplicating	1.00
09-29-05 Duplicating	4.75
09-29-05 Duplicating	4.73
09-30-05 Long Distance Phone Charges: 615-444-7145 09/30/05	0.22
09-30-05 Long Distance Phone Charges: 615-444-7145 9/29/05	5.30
09-30-05 Duplicating	1.20
09-30-05 Postage	2.57
09-30-05 Postage	1.25
10-07-05 Duplicating	23.75
10-17-05 Duplicating	2.50
10-18-05 Duplicating	1.30
10-19-05 Duplicating	4.50
10-19-05 Duplicating	27.00
10-21-05 Duplicating	0.50
10-26-05 Duplicating	1.25
10-28-05 Duplicating	1.29
10-29-05 Long Distance Phone Charges: 310-973-7800 10/25/05	0.65
11-02-05 Long Distance Phone Charges: 13109797807	2.00
11-03-05 Duplicating	0.43
11-04-05 Long Distance Phone Charges: 13105003570	

LIONEL SAWYER & COLLINS
Attorneys at Law

I.D. 17349-0001
Re: Guardianship of Jean R. Echevarria

DATE	DESCRIPTION	AMOUNT
11-08-05	Long Distance Phone Charges; 13105003570	0.22
11-15-05	Duplicating	0.75
11-21-05	Duplicating	23.00
11-29-05	Duplicating	2.00
11-30-05	Long Distance Phone Charges; 615 444-7145 11/21/2005	0.22
01-05-06	Duplicating	0.50
01-23-06	Duplicating	26.00
02-16-06	Duplicating	0.25
02-16-06	Duplicating	3.75
02-16-06	Duplicating	0.25
02-17-06	Long Distance Phone Charges; 16154447145	0.22
05-09-06	Long Distance Phone Charges; 13109797800	0.86
05-10-06	Long Distance Phone Charges; 14155933090	1.94
05-10-06	Long Distance Phone Charges; 13109797800	2.37
05-11-06	Duplicating	0.50
05-11-06	Long Distance Phone Charges; 13109797800	0.86
05-11-06	Long Distance Phone Charges; 13109797800	0.22
05-17-06	Long Distance Phone Charges; 13109797800	0.22
05-23-06	Duplicating	25.25
06-16-06	Duplicating	0.25
06-30-06	Long Distance Phone Charges; 212 253-7328 05/30/2006	0.65
06-30-06	Long Distance Phone Charges; 310 979-7800 05/30/2006	0.43
07-06-06	Long Distance Phone Charges; 13105754444	0.44
07-06-06	Long Distance Phone Charges; 16154447145	3.25
07-06-06	Long Distance Phone Charges; 16154447145	0.65
07-06-06	Long Distance Phone Charges; 13104771200	0.44
07-06-06	Long Distance Phone Charges; 13104400375	0.22
07-06-06	Long Distance Phone Charges; 13105754444	0.44
07-06-06	Long Distance Phone Charges; 16154447145	3.25
07-06-06	Long Distance Phone Charges; 16154447145	0.65
07-06-06	Long Distance Phone Charges; 13104771200	0.44
07-06-06	Long Distance Phone Charges; 13104400375	0.22
07-07-06	Long Distance Phone Charges; 13105754444	2.38
07-07-06	Long Distance Phone Charges; 13105754444	1.52
07-11-06	Long Distance Phone Charges; 13104400375	0.44
07-11-06	Long Distance Phone Charges; 13104400375	1.52
07-11-06	Long Distance Phone Charges; 13104400375	0.44
11-30-06	United Parcel; to Gary Vandever on 11/17/06; UNITED PARCEL SERVICE	64.04
12-07-06	Long Distance Phone Charges; 615-444-7145 11/30/06	0.22
12-23-06	Long Distance Phone Charges; 615-444-7145 12/07/06	0.22
12-23-06	Long Distance Phone Charges; 615-444-7145 12/07/06	0.22

TOTAL DISBURSEMENTS \$ 3,219.30

ORDER

Lionel Sawyer & Collins
Elizabeth Brickfield, Bar No. 6236
Meredith Stow, Bar No. 9203
300 South 4th Street
Las Vegas, NV 89101
(702) 383-8888 (phone)
Attorney for Guardian and Trustee Angel Echevarria

FILED
May 8 2 22 PM '07
Clerk of the Court

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the)
Person and Estate of)
JEAN R. ECHEVARRIA,)
an adult ward.)

Case No.: G 27262
Dept. No.: H

Date of Hearing: May 2, 2007
Time of Hearing: 10:00 a.m.

ORDER GRANTING PETITION FOR APPROVAL OF ATTORNEYS FEES AND COSTS; PETITION FOR REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL, ESQ., AS GUARDIAN AD LITEM

A hearing was held on May 2, 2007 on the Petition For Approval of Attorneys Fees and Costs; Petition For Reimbursement Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem, filed by Elizabeth Brickfield, Esq., of the law firm of Lionel Sawyer & Collins, counsel of record for Angel Echevarria, Guardian of the Person and Special Guardian of the Estate of Jean R. Echevarria (the "Ward"), and Trustee of the Jean R. Echevarria Trust, dated May 30, 2000, (the "Trust").

The Court, having previously appointed Angel Echevarria as Special Guardian of the Estate of Jean Ruth Echevarria and General Guardian of the Person of Jean Ruth Echevarria, taken jurisdiction of the Jean R. Echevarria Trust, dated May 30, 2000, as a proceeding in rem, and confirmed Ms. Echevarria as Trustee of the Jean R. Echevarria Trust, by its January 5, 2005 Order, having reviewed the Petition For Approval of Attorneys Fees and Costs; Petition For Reimbursement Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem, having reviewed the pleadings and papers on file, having heard argument on the matter and being fully advised in the premises, finds: (i) proper notice of the hearing was duly given as required by law; (ii) the facts alleged in the Petition are true

1 and correct; (iii) the Guardian has incurred reasonable and necessary expenses in exercising the
2 authority and performing the duties of Guardian and Trustee, and in retaining accountants, attorneys
3 or other professionals, and those expenses should be allowed; (vi) the attorneys' fees for services
4 rendered by Lionel Sawyer & Collins from December 1, 2004 through March 29, 2007, and
5 reimbursement of costs for said period, were reasonable and necessary expenses incurred by Ms.
6 Echevarria as Guardian of the Person and Special Guardian of the Estate of Jean R. Echevarria, and
7 Trustee of the Jean R. Echevarria Trust, and those expenses should be allowed by the Court and paid
8 for from the Jean R. Echevarria Trust; (v) Michael Echevarria should reimburse the guardianship
9 estate \$4,959.75 for the guardianship estate's payment of Mr. Echevarria's portion of the Guardian
10 Ad Litem's fees; and (vi) the Petition For Approval of Attorneys Fees and Costs; Petition For
11 Reimbursement Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem, should be granted.
12 Accordingly, it is hereby

13 ORDERED, ADJUDGED AND DECREED that the Petition For Approval of Attorneys Fees
14 and Costs; Petition For Reimbursement Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem
15 is granted;

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Lionel Sawyer & Collins
17 is hereby allowed the sum of \$ 56,453.00, representing the balance owing of attorneys' fees
18 for services rendered from December 1, 2004 through March 29, 2007, and reimbursement of costs
19 for said period; and Ms. Echevarria as Special Guardian of the Estate of Jean R. Echevarria,
20 Guardian of the Person of Jean R. Echevarria, and Successor Trustee of the Jean R. Echevarria Trust,
21 is hereby authorized and directed to pay such fees and costs from the Jean R. Echevarria Trust; and,

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LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702.383.8888
FAX 702.383.8845

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Michael Echevarria
2 reimburse the guardianship estate \$4,959.75 for the guardianship estate's payment of Mr.
3 Echevarria's portion of the Guardian Ad Litem's fees.


4 Dated this 2 day of May, 2007.



DISTRICT COURT JUDGE

T. ARTHUR RITCHIE, JR.

7 Submitted by:
8 Lionel Sawyer & Collins

9
10 By 
11 Elizabeth Brickfield, Esq., Bar No. 6236
12 Meredith Stow, Esq., Bar No. 9203
13 1700 Bank of America Plaza
14 300 South Fourth Street
15 Las Vegas, Nevada 89101
16 Attorneys for Guardian/Trustee
17 Angel Echevarria
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LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702.383.8888
FAX 702.383.8845

ORIGINAL

FILED

MAY 16 9 33 AM '07

[Signature]
CLERK OF THE COURT

1 **NOTC**
2 CARY COLT PAYNE, ESQ.
3 Nevada Bar #004357
4 CARY COLT PAYNE, CHTD.
5 700 South Eighth Street
6 Las Vegas, Nevada 89101
7 (702) 383-9010

8 Attorney for Judgment Creditor,
9 MICHAEL ECHEVARRIA

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 In the Matter of the Guardianship of the)
13 Estate of JEAN RUTH ECHEVARRIA,)
14 Adult Ward.)

Case No.: G27262
Dept. No.: E
Date: N/A
Time: N/A

15 **NOTICE OF LIEN AND JUDGMENT**

16 **TO: ALL INTERESTED PERSONS:**

17 ANGEL L. ECHEVARRIA, as Guardian, Attorney in Fact, and
18 As Trustee of the JEAN RUTH ECHEVARRIA Estate;
19 ZARLING REALTY, INC.; and
20 DONNA HARAKIDAS.
21

22 PLEASE TAKE NOTICE that a Lien and Judgment (Exhibit "A") has been
23 entered, by MICHAEL ECHEVARRIA against the Ward/Settlor, Trust, etc. or the
24 property of the ward, etc. herein attaching the interests in certain real property
25 identified herein below.
26
27
28

CARY COLT PAYNE, CHTD.
700 South Eighth Street
Las Vegas, Nevada 89101
Tel: 702. 383.9010 • Fax 702. 383.9049



CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702. 383.9010 • Fax 702. 383.9049



1 The said property affected by this action are situated in the County of
2 Clark, State of Nevada, and more commonly known as, 12 Desert Highlands
3 Drive, Henderson, Nevada, legally described as:

4
5 Lot Thirty-Seven (37) in Block One (1) of FINAL MAP OF
6 ANTHEM COUNTRY CLUB PARCE 5, as shown by map
7 thereof on file in Book 88 of Plats, page 33 in the office of
8 the County Recorder Clark County, Nevada.

9 APN 190-06-717-005

10 DATED this 15 day of May, 2007.

11 CARY COLT PAYNE, CHTD.

12

13 CARY C. PAYNE, ESQ.

14 Nevada Bar #004357

15 700 South Eighth Street

16 Las Vegas, Nevada 89101

17 (702) 383-9010

18 Attorney for Judgment Creditor,
19 MICHAEL ECHEVARRIA

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702. 383.9010 • Fax 702. 383.9049

Sherry L. Chavez
Sherry L. Chavez
An employee of Cary Colt Payne, Chtd.

Clark County Clerk of the Court Notice of Illegibility of Filing

Inserted by: #3
(Deputy Clerk of the Court ID Number)

Today's
Date: 5.17.2007

THE FOLLOWING IS EITHER NOT LEGIBLE OR WAS
RECEIVED IN POOR CONDITION:

PAGE _____

PAGES _____
OF PAGES

PICTURES _____

OTHER EXHIBIT

EXHIBIT "A"

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE
AT LEBANON

DEC 20 2006

ENTERED
AT 10:09 AM

JAN 02 2007

MICHAEL A. ECHEVARRIA,
Plaintiff/Counter-Defendant

v.

CASE NO.: 05040

THE MILL AT LEBANON, LLC
Defendant/Counter-Plaintiff

NOTICE OF ENTRY ✓
REQUESTED

and

THE JEAN R. ECHEVARRIA TRUST
Defendant/Counter-Plaintiff

and

JEAN ECHEVARRIA, individually
Defendant/Counter-Plaintiff

ORDER

That this cause came on to be heard upon Michael Echevarria's (hereinafter referred to as "Plaintiff"), Complaint for Breach of Contract, Unjust Enrichment, Quantum Meruit and for Restoration and Possession of Personal Residence and Returning of Personal Items against The Mill at Lebanon, LLC's, The Jean Echevarria Trust, and Jean Echevarria, individually, (hereinafter referred to as "Defendants"), Counter-Complaint filed by Defendants against Plaintiff for Mismanagement, Gross Mismanagement, Misfeasance, Malfeasance, Non-feasance, Breach of Fiduciary Duty, Concealment and Conversion of Funds, and Plaintiff's Answer to Defendants' Counter-Complaint. The matter was heard in the Chancery Court of Wilson County, Tennessee, on November 27th, 28th, 29th, 30th, and December 1st, 2006. At the trial of this matter and based upon the statements of counsel, testimony of numerous witnesses, trial briefs filed by both parties, exhibits entered by both parties and the entire record, the Court finds that:

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That based upon all the proof presented, the Court made specific findings of fact

and conclusions of law which are attached hereto as *Exhibit A* and incorporated herein as if set forth in this Order verbatim.

2. That Plaintiff, Michael Echevarria, is awarded a judgment against the Defendants, The Mill at Lebanon, LLC, The Jean Echevarria Trust and Jean Echevarria, individually, for Eight Thousand (\$8,000.00) Dollars per month in reasonable compensation for his services for the benefit of Defendant from May 24, 2000 to January 25, 2005, with the judgment to draw ten percent (10%) interest from February 3, 2005. That the Court finds that, Plaintiff, Michael Echevarria, received compensation of Nineteen Thousand One Hundred Seventy-Nine Dollars and Forty-Seven Cents (\$19,179.47) from the National Bank of Commerce operating bank account and Eight Thousand Two Hundred Ninety-One Dollars and Eighty-Three Cents (\$8,291.83) from the use of the Discover card and these amounts shall be deducted from the judgment amount. The total judgment amount shall be Four Hundred Ninety-Six Thousand One Hundred Eighteen Dollars and Ninety-Four Cents (\$496,118.94) as total compensation and interest due through December 10, 2006. The interest accrual, thereafter, is \$114.68 per day.
3. That Plaintiff, Michael Echevarria, is awarded a base judgment against Defendants, The Mill at Lebanon, LLC, Jean Echevarria Trust and Jean Echevarria, Individually, in the amount of One Hundred Ten Thousand Four Hundred Nineteen Dollars and Sixty-six Cents (\$110,419.66) as repayment of the monies he loaned Defendants. Said judgment is to draw ten percent (10%) interest from March 3, 2002 for a total judgment, including interest, of One Hundred Sixty-Three Thousand One Hundred Forty-Eight Dollars and Eighty-Three Cents (\$163,148.83) through December 10, 2006. The interest accrual, thereafter, is \$30.25 per day.
4. That Plaintiff was not a tenant of Defendants but a trespasser after his discharge as President. That Defendants owed Plaintiff a duty as to the manner in which they handled his personal property. That Defendants acted indifferently as to the consequences of what happened to Plaintiff's property. That Plaintiff, Michael Echevarria, is awarded a base judgment against the Defendants, The Mill at

Lebanon, LLC, Jean Echevarria Trust and Jean Echevarria, Individually, in the amount of Seventeen Thousand Four Hundred Eighty-five (\$17,485.00) Dollars for his lost/damaged personal property. Said judgment is to draw ten percent (10%) interest from January 25, 2005, for a total judgment, including interest, of Twenty Thousand Seven Hundred Twenty-Eight Dollars and Eleven Cents (\$20,728.11) through December 10, 2006. The interest accrual, thereafter, is \$4.79 per day.

5. That the Court finds that as to Defendants' claims against Plaintiff of mismanagement, gross mismanagement, misfeasance, malfeasance, non-feasance, breach of fiduciary duty, concealment and conversion of funds in the sum of Two Million (\$2,000,000.00) Dollars, that there is no evidence at all in this Court that Plaintiff committed any of these acts and Defendants are not awarded any judgment against Plaintiff.
6. That Defendants are assessed the costs of this cause for which execution may issue.

ENTERED this the 2nd day of January, 2007.
~~December, 2006.~~

C. K. Smith
C. K. SMITH, CHANCELLOR

APPROVED FOR ENTRY:

Brody Kane

BRODY KANE, #17435

ANGEL KANE, #17434

Attorneys for Plaintiff

133 South College Street

Lebanon, Tennessee 37087

(615) 444-8081

STATE OF TENNESSEE, COUNTY OF WILSON
I hereby certify the foregoing to be a true and perfect copy of the original instrument on file in this case.

4th day of January, 2007.

BARBARA WEBB, CLERK & MASTER

Debbie Polard D. C&M



CERTIFICATE OF SERVICE

I certify that on the date shown below I have given notice of appearance if required and have served a copy of the above Order on the opposing party by _____ Hand-delivery _____ Facsimile transmission to () - _____ and/or X Mailing a copy via United States Postal Service, postage prepaid, to:

Gary Vandever
Attorney at Law
P. O. Box 642
Lebanon, Tennessee 37088-0642

Richard Kane

BRODY KANE

12/20/06

DATE

Electronically Filed
05/22/2007 03:34:52 PM


CLERK OF THE COURT

NOE

ELIZABETH BRICKFIELD, ESQ.

Nevada State Bar No. 6236

MEREDITH STOW, ESQ.

Nevada State Bar No. 9203

LIONEL SAWYER & COLLINS

1700 Bank of America Plaza

300 South Fourth Street

Las Vegas, NV 89101

Telephone: (702) 383-8888

Facsimile: (702) 383-8845

Attorneys for Guardian and Trustee Angel Echevarria

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the	)	Case No.	G 27262
Person and Estate	)	Dept. No.	H
)		
of)		
	)	Date of Hearing:	May 2, 2007
JEAN RUTH ECHEVARRIA,	)	Time of Hearing:	10:00 a.m.
an Adult Ward.)		

**NOTICE OF ENTRY OF ORDER GRANTING PETITION FOR APPROVAL
OF ATTORNEYS' FEES AND COSTS, AND PETITION FOR REIMBURSEMENT
OF FEES PAID TO ELYSE TYRELL, ESQ., AS GUARDIAN AD LITEM**

PLEASE TAKE NOTICE that an Order Granting Petition for Approval of Attorneys'
Fees and Costs: Petition for Reimbursement of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad

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Litem was entered in the above matter on the 8th day of May, 2007, a true and correct copy of which is attached hereto.

LIONEL SAWYER & COLLINS


ELIZABETH BRICKFIELD, ESQ.
Nevada State Bar No. 6236
MEREDITH STOW, ESQ.
Nevada State Bar No. 9203
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, NV 89101
Telephone: (702) 383-8888
Facsimile: (702) 383-8845

Attorneys for Guardian and Trustee Angel Echevarria

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding documents entitled,
**NOTICE OF ENTRY OF ORDER GRANTING PETITION FOR APPROVAL
OF ATTORNEYS' FEES AND COSTS, AND PETITION FOR REIMBURSEMENT
OF FEES PAID TO ELYSE TYRELL, ESQ., AS GUARDIAN AD LITEM**
as filed in District Court as Case number G 27262.

☒ Does not contain the social security number of any person.

- OR -

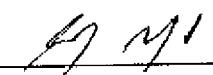
☐ Contains the social security number of a person as required by:

A. A specific state or federal law, to wit:

(State specific law)

- OR -

B. For the administration of a public program or for an application
for a federal or state grant.



Signature

May 22, 2007

Date

ELIZABETH BRICKFIELD, ESQ.

Print Name

Page 3 of 4

CERTIFICATE OF SERVICE BY MAIL

I hereby certify that on the 2nd day of May, 2007, service of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING PETITION FOR APPROVAL OF ATTORNEYS' FEES AND COSTS, AND PETITION FOR REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL, ESQ., AS GUARDIAN AD LITEM** was made by United States Mail, postage prepaid and addressed to the following individuals at their last know addresses:

Jean R. Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

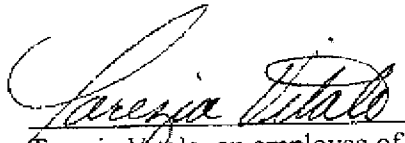
Darius A. Baghai, Esq.
144 S. Palm Drive, 1st floor
Beverly Hills, CA 90212
Counsel for Jean R. Echevarria

Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Cary Colt Payne, Esq.
Cary Colt Payne Chtd.
700 South Eighth Street
Las Vegas, NV 89101
Counsel for Michael Echevarria

Elyse Tyrell, Esq.
Trent, Tyrell & Associates
11920 So. Southern Highlands Parkway,
Suite 200
Las Vegas, NV 89141
Guardian Ad Litem


Tarezia Vitale, an employee of
Lionel Sawyer & Collins

53

ORIGINAL

1 **ORDER**

2 Lionel Sawyer & Collins
 3 Elizabeth Brickfield, Bar No. 6236
 4 Meredith Stow, Bar No. 9203
 5 300 South 4th Street
 6 Las Vegas, NV 89101
 7 (702) 383-8888 (phone)
 8 Attorney for Guardian and Trustee Angel Echevarria

FILED

May 8 2 22 PM '07

Clerk of the Court

DISTRICT COURT

CLARK COUNTY, NEVADA

10 In the Matter of the Guardianship of the
 11 Person and Estate of

Case No.: G 27262
 Dept. No.: H

12 **JEAN R. ECHEVARRIA,**

Date of Hearing: May 2, 2007
 Time of Hearing: 10:00 a.m.

13 an adult ward.

14 **ORDER GRANTING PETITION FOR APPROVAL OF ATTORNEYS FEES AND**
 15 **COSTS: PETITION FOR REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL,**
 16 **ESQ., AS GUARDIAN AD LITEM**

17 A hearing was held on May 2, 2007 on the Petition For Approval of Attorneys Fees and
 18 Costs; Petition For Reimbursement Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem, filed
 19 by Elizabeth Brickfield, Esq., of the law firm of Lionel Sawyer & Collins, counsel of record for
 20 Angel Echevarria, Guardian of the Person and Special Guardian of the Estate of Jean R. Echevarria
 21 (the "Ward"), and Trustee of the Jean R. Echevarria Trust, dated May 30, 2000, (the "Trust").

22 The Court, having previously appointed Angel Echevarria as Special Guardian of the Estate
 23 of Jean Ruth Echevarria and General Guardian of the Person of Jean Ruth Echevarria, taken
 24 jurisdiction of the Jean R. Echevarria Trust, dated May 30, 2000, as a proceeding in rem, and
 25 confirmed Ms. Echevarria as Trustee of the Jean R. Echevarria Trust, by its January 5, 2005 Order,
 26 having reviewed the Petition For Approval of Attorneys Fees and Costs; Petition For Reimbursement
 27 Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem, having reviewed the pleadings and papers
 28 on file, having heard argument on the matter and being fully advised in the premises, finds: (i) proper
 notice of the hearing was duly given as required by law; (ii) the facts alleged in the Petition are true

GUARDIANSHIP

MAY 02 2007

LIONEL SAWYER & COLLINS
 1750 BANK OF AMERICA
 PLAZA
 300 SOUTH FOURTH STREET
 LAS VEGAS, NEVADA 89101
 PHONE 702 383 8888

Page 1 of 2

1 and correct; (iii) the Guardian has incurred reasonable and necessary expenses in exercising the
2 authority and performing the duties of Guardian and Trustee, and in retaining accountants, attorneys
3 or other professionals, and those expenses should be allowed; (vi) the attorneys' fees for services
4 rendered by Lionel Sawyer & Collins from December 1, 2004 through March 29, 2007, and
5 reimbursement of costs for said period, were reasonable and necessary expenses incurred by Ms.
6 Echevarria as Guardian of the Person and Special Guardian of the Estate of Jean R. Echevarria, and
7 Trustee of the Jean R. Echevarria Trust, and those expenses should be allowed by the Court and paid
8 for from the Jean R. Echevarria Trust; (v) Michael Echevarria should reimburse the guardianship
9 estate \$4,959.75 for the guardianship estate's payment of Mr. Echevarria's portion of the Guardian
10 Ad Litem's fees; and (vi) the Petition For Approval of Attorneys Fees and Costs; Petition For
11 Reimbursement Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem, should be granted.
12 Accordingly, it is hereby

13 ORDERED, ADJUDGED AND DECREED that the Petition For Approval of Attorneys Fees
14 and Costs; Petition For Reimbursement Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem
15 is granted;

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Lionel Sawyer & Collins
17 is hereby allowed the sum of \$ 54,453.00, representing the balance owing of attorneys' fees
18 for services rendered from December 1, 2004 through March 29, 2007, and reimbursement of costs
19 for said period; and Ms. Echevarria as Special Guardian of the Estate of Jean R. Echevarria,
20 Guardian of the Person of Jean R. Echevarria, and Successor Trustee of the Jean R. Echevarria Trust,
21 is hereby authorized and directed to pay such fees and costs from the Jean R. Echevarria Trust; and,

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LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702 388 9328

Page 1 of 2


1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Michael Echevarria
2 reimburse the guardianship estate \$4,959.75 for the guardianship estate's payment of Mr.
3 Echevarria's portion of the Guardian Ad Litem's fees.

4 Dated this 1 day of May, 2007.

5 
6 DISTRICT COURT JUDGE

7 T. ARTHUR RITCHIE, JR.

8 Submitted by:
9 Lionel Sawyer & Collins

10 By 
11 Elizabeth Brickfield, Esq., Bar No. 6236
12 Meredith Stow, Esq., Bar No. 9203
13 1700 Bank of America Plaza
14 300 South Fourth Street
15 Las Vegas, Nevada 89101
16 Attorneys for Guardian/Trustee
17 Angel Echevarria
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LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101

Chaf SP
CLERK OF THE COURT

1 **NOH**
2 **ELIZABETH BRICKFIELD, ESQ.**
3 Nevada State Bar No. 6236
4 **LIONEL SAWYER & COLLINS**
5 1700 Bank of America Plaza
6 300 South Fourth Street
7 Las Vegas, Nevada 89101
8 (702) 383-8888
9
10 Attorneys for Angel Echevarria

8 **DISTRICT COURT, FAMILY COURT**
9
10 **CLARK COUNTY, NEVADA**

10 In the Matter of the Guardianship of the) Case No. G 27262
11) Dept. No. H
12 Estate of JEAN RUTH ECHEVARRIA,)
13 Adult Ward) **Date of Hearing: June 27, 2007**
14) **Time of Hearing: 10:00 a.m.**

15 **NOTICE OF HEARING ON PETITION FOR ENTRY OF JUDGMENT**

16 **NOTICE IS HEREBY GIVEN** to all persons interested in the Matter of the Guardianship
17 of the Estate of JEAN RUTH ECHEVARRIA, that on the 27th day of June, 2007, at the hour of
18 **10:00a.m.** of said day, at the Family Courts and Services Center, 601 North Pecos Road, Las Vegas,
19 Nevada 89101 in Department E, is hereby set as the time and place for the hearing by said Court on
20 the APPLICATION FOR ENTRY OF JUDGMENT at which time all persons interested in said
21 matter may appear and show cause, if any they have, why said Judgment should not be granted.
22

23 Further details concerning this Petition can be had by reviewing the court file at the office
24 of the County Clerk, Family Courts and Services Center, or by contacting the attorney for the
25

1 Movants, whose name, address and telephone number are: Lionel Sawyer & Collins, Elizabeth
2 Brickfield, Esq., 300 South Fourth Street, Suite 1700, Las Vegas, Nevada 89101, Telephone No.
3 (702) 373-8888.
4

5 LIONEL SAWYER & COLLINS

6
7 By


ELIZABETH BRICKFIELD, ESQ.

Nevada State Bar No. 6236
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
(702) 383-8888

11 Attorneys for Angel Echevarria
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AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding documents entitled,

Notice of Hearing on Petition for Entry of Judgment

as filed in Family Court-District Court as Case number G 27262 in Department H

☒ Does not contain the social security number of any person.

- OR -

☐ Contains the social security number of a person as required by:

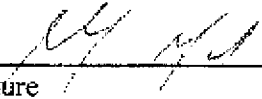
A. A specific state or federal law, to wit:

(State specific law)

- OR -

B. For the administration of a public program or for an application
for a federal or state grant.

Signature



June 8, 2007

Date

ELIZABETH BRICKFIELD, ESQ.

Print Name

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CERTIFICATE OF MAILING

I hereby certify that on the 9th day of June, 2007, service of the **NOTICE OF HEARING**
ON PETITION FOR ENTRY OF JUDGEMENT was made by depositing a copy in the United
States Mail, postage prepaid, addressed to the following:

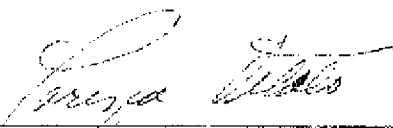
Darius A. Baghai, Esq.
144 S. Palm Drive, 1st floor
Beverly Hills, CA 90212
Counsel for Jean R. Echevarria

Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Cary Colt Payne, Esq.
Cary Colt Payne Chtd.
700 South Eighth Street
Las Vegas, NV 89101
Counsel for Michael Echevarria

Elyse Tyrell, Esq.
8367 West Flamingo, #100
Las Vegas, NV 89147
Guardian Ad Litem


Tarezia Vitale, an employee of
LIONEL SAWYER & COLLINS


CLERK OF THE COURT

PET
Elizabeth Brickfield, Bar No. 6236
Meredith Stow, Bar No. 9203
LIONEL SAWYER & COLLINS
300 South 4th Street
Las Vegas, NV 89101
(702) 383-8888 (phone)

Attorney for Guardian and Trustee Angel Echevarria

**DISTRICT COURT, FAMILY COURT
CLARK COUNTY, NEVADA**

In the Matter of the Guardianship of the) Person and Estate of) JEAN R. ECHEVARRIA,) an adult ward.)	Case No.: G 27262 Dept. No.: H Date of Hearing: June 27, 2007 Time of Hearing: 10:00 a.m.
---	--

PETITION FOR ENTRY OF JUDGMENT

Elizabeth Brickfield, Esq., of the law firm of Lionel Sawyer & Collins, counsel of record for Angel Echevarria, Guardian of the Person and Special Guardian of the Estate of Jean R. Echevarria (the "Ward"), and Trustee of the Jean R. Echevarria Trust, dated May 30, 2000 (the "Trust"), hereby applies to this Court and moves to enter a judgment against Angel Echevarria in her capacity, jointly and severally, as Guardian of the Person and Special Guardian of the Estate of Jean R. Echevarria and Trustee of the Jean R. Echevarria Trust, and in favor of Lionel Sawyer & Collins in the principal amount of \$56,457.05 plus post-judgment interest at the statutory rate hereinafter until paid in full. This application is made on the grounds that an order was entered on May 8, 2007, approving Ms. Echevarria's attorneys' fees and costs in the amount of \$56,457.05 owed to Lionel Sawyer & Collins.

///

///

///

///

LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702.383.8888
FAX 702.383.8845

1 In support of this Petition, Petitioner relies upon the Affidavit of Elizabeth Brickfield
2 attached hereto and incorporated by reference herein as Exhibit "1," and all pleadings, records and
3 exhibits on file herein or attached hereto.

4 DATED THIS 8 day of June 2007.

6 LIONEL SAWYER & COLLINS

8 By [Signature]
9 Elizabeth Brickfield, Esq., Bar No. 6236
10 Meredith Stow, Esq., Bar No. 9203
11 1700 Bank of America Plaza
12 300 South Fourth Street
13 Las Vegas, Nevada 89101
14 Attorneys for Guardian/Trustee
15 Angel Echevarria

27 LIONEL SAWYER & COLLINS
28 1700 BANK OF AMERICA
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FAX 702.383.8845

Exhibit 1

Petition for Entry of Judgment

In the matter of the Guardianship of the Person and Estate of
Jean R. Echevarria an adult ward

AFFIDAVIT OF ELIZABETH BRICKFIELD, IN SUPPORT OF

APPLICATION FOR ENTRY OF JUDGMENT

STATE OF NEVADA)
) ss.
COUNTY OF CLARK:)

I, Elizabeth Brickfield, Esq., hereby depose and state:


1. I am a shareholder in the law firm of Lionel Sawyer & Collins, attorneys for Angel Echevarria, in Case No. G27262. I have personal knowledge of the facts contained herein and I am competent to testify thereto. I make this Affidavit in support of Lionel Sawyer & Collins' Application For Entry of Judgement.

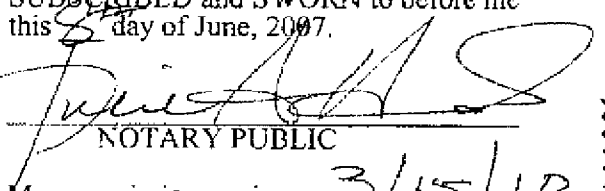
3. A hearing was held on May 2, 2007, on the Petition For Approval Of Attorneys Fees and Costs; Petition For Reimbursement Of Fees Paid To Elyse Tyrell, Esq., As Guardian Ad Litem.

4. An Order granting the Petition For Approval Of Attorneys Fees and Costs; Petition For Reimbursement Of Fees Paid to Elyse Tyrell, Esq., As Guardian Ad Litem was entered on May 8, 2007.

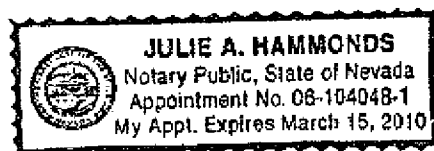
5. I am further informed and believe that there is now due and owing from Ms. Echevarria, in her capacity, jointly and severally, as Guardian of the Person and Special Guardian of the Estate of Jean R. Echevarria and Trustee of the Jean R. Echevarria Trust, to Lionel Sawyer & Collins the principal sum of \$56,457.05 plus post-judgment interest at the rate of 10.25% per annum from June 7, 2007, until paid in full.

SUBSCRIBED and SWORN to before me
this 8th day of June, 2007.


ELIZABETH BRICKFIELD


NOTARY PUBLIC

My commission expires: 3/15/10



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Exhibit 2

Petition for Entry of Judgment

In the matter of the Guardianship of the Person and Estate of
Jean R. Echevarria an adult ward

ORIGINAL

53

1 **ORDER**

2 Lionel Sawyer & Collins
3 Elizabeth Brickfield, Bar No. 6236
4 Meredith Stow, Bar No. 9203
5 300 South 4th Street
6 Las Vegas, NV 89101
7 (702) 383-8888 (phone)
8 Attorney for Guardian and Trustee Angel Echevarria

FILED

May 8 2 22 PM '07

CLERK OF THE COURT

9
10 DISTRICT COURT
11 CLARK COUNTY, NEVADA

12 In the Matter of the Guardianship of the
13 Person and Estate of

Case No.: G 27262
Dept. No.: H

14 JEAN R. ECHEVARRIA,
15 an adult ward.

Date of Hearing: May 2, 2007
Time of Hearing: 10:00 a.m.

16 **ORDER GRANTING PETITION FOR APPROVAL OF ATTORNEYS FEES AND**
17 **COSTS; PETITION FOR REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL,**
18 **ESQ., AS GUARDIAN AD LITEM**

19 A hearing was held on May 2, 2007 on the Petition For Approval of Attorneys Fees and
20 Costs; Petition For Reimbursement Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem, filed
21 by Elizabeth Brickfield, Esq., of the law firm of Lionel Sawyer & Collins, counsel of record for
22 Angel Echevarria, Guardian of the Person and Special Guardian of the Estate of Jean R. Echevarria
(the "Ward"), and Trustee of the Jean R. Echevarria Trust, dated May 30, 2000, (the "Trust").

23 The Court, having previously appointed Angel Echevarria as Special Guardian of the Estate
24 of Jean Ruth Echevarria and General Guardian of the Person of Jean Ruth Echevarria, taken
25 jurisdiction of the Jean R. Echevarria Trust, dated May 30, 2000, as a proceeding in rem, and
26 confirmed Ms. Echevarria as Trustee of the Jean R. Echevarria Trust, by its January 5, 2005 Order,
27 having reviewed the Petition For Approval of Attorneys Fees and Costs; Petition For Reimbursement
28 Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem, having reviewed the pleadings and papers
on file, having heard argument on the matter and being fully advised in the premises, finds: (i) proper
notice of the hearing was duly given as required by law; (ii) the facts alleged in the Petition are true

GUARDIANSHIP

MAY 02 2007

LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
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300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702 383 8888

Page 1 of 2

1 and correct; (iii) the Guardian has incurred reasonable and necessary expenses in exercising the
2 authority and performing the duties of Guardian and Trustee, and in retaining accountants, attorneys
3 or other professionals, and those expenses should be allowed; (vi) the attorneys' fees for services
4 rendered by Lionel Sawyer & Collins from December 1, 2004 through March 29, 2007, and
5 reimbursement of costs for said period, were reasonable and necessary expenses incurred by Ms.
6 Echevarria as Guardian of the Person and Special Guardian of the Estate of Jean R. Echevarria, and
7 Trustee of the Jean R. Echevarria Trust, and those expenses should be allowed by the Court and paid
8 for from the Jean R. Echevarria Trust; (v) Michael Echevarria should reimburse the guardianship
9 estate \$4,959.75 for the guardianship estate's payment of Mr. Echevarria's portion of the Guardian
10 Ad Litem's fees; and (vi) the Petition For Approval of Attorneys Fees and Costs; Petition For
11 Reimbursement Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem, should be granted.
12 Accordingly, it is hereby

13 ORDERED, ADJUDGED AND DECREED that the Petition For Approval of Attorneys Fees
14 and Costs; Petition For Reimbursement Of Fees Paid to Elyse Tyrell, Esq., as Guardian Ad Litem
15 is granted;

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Lionel Sawyer & Collins
17 is hereby allowed the sum of \$ 56,453.⁰⁰, representing the balance owing of attorneys' fees
18 for services rendered from December 1, 2004 through March 29, 2007, and reimbursement of costs
19 for said period; and Ms. Echevarria as Special Guardian of the Estate of Jean R. Echevarria,
20 Guardian of the Person of Jean R. Echevarria, and Successor Trustee of the Jean R. Echevarria Trust,
21 is hereby authorized and directed to pay such fees and costs from the Jean R. Echevarria Trust; and,

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
702-399-9999

Page 2 of 2

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Michael Echevarria
2 reimburse the guardianship estate \$4,959.75 for the guardianship estate's payment of Mr.
3 Echevarria's portion of the Guardian Ad Litem's fees.

4 Dated this 7 day of May, 2007.



DISTRICT COURT JUDGE

T. ARTHUR RITCHIE, JR.

7 Submitted by:
8 Lionel Sawyer & Collins

9
10 By ELIZABETH BRICKFIELD
11 Elizabeth Brickfield, Esq., Bar No. 6236
12 Meredith Stow, Esq., Bar No. 9203
13 1700 Bank of America Plaza
14 300 South Fourth Street
15 Las Vegas, Nevada 89101
16 Attorneys for Guardian/Trustee
17 Angel Echevarria
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LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
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300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding documents entitled,

Petition for Entry of Judgment

as filed in Family Court-District Court as Case number G 27262 in Department H

☒ Does not contain the social security number of any person.

- OR -

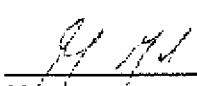
☐ Contains the social security number of a person as required by:

A. A specific state or federal law, to wit:

(State specific law)

- OR -

B. For the administration of a public program or for an application
for a federal or state grant.



Signature

June 8, 2007

Date

ELIZABETH BRICKFIELD, ESQ.

Print Name

1 CERTIFICATE OF SERVICE

2 I hereby certify that on the 21 day of June, 2007, service of the foregoing
3 **PETITION FOR ENTRY OF JUDGMENT OF ORDER GRANTING PETITION**
4 **FOR ATTORNEYS' FEES AND COSTS** was made by U. S. Mail addressed to the
5 following address:

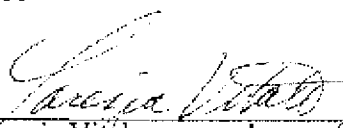
6
7 Darius A. Baghai, Esq.
8 144 S. Palm Drive, 1st floor
9 Beverly Hills, CA 90212
Counsel for Jean R. Echevarria

10 Angel Echevarria
11 12 Desert Highlands Drive
Henderson, NV 89052

12 Ana Echevarria
13 Anthony Echevarria
14 c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

15 Cary Colt Payne, Esq.
16 Cary Colt Payne Chld.
700 South Eighth Street
Las Vegas, NV 89101
17 Counsel for Michael Echevarria

18 Elyse Tyrell, Esq.
8367 West Flamingo, #100
Las Vegas, NV 89147
19 Guardian Ad Litem

20 
21 Tarezia Vitale, an employee of
LIONEL SAWYER & COLLINS

ORIGINAL

FILED

RSPN

CARY COLT PAYNE, ESQ.
Nevada Bar #004357
CARY COLT PAYNE, CHTD.
700 S. Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

JUN 13 9 55 AM '07

Cliff Payne
CLERK OF THE COURT

Attorney for Petitioner,
MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the	)	Case No.: G27262
Estate of JEAN RUTH ECHEVARRIA,	)	Dept. No.: H
)	
Adult Ward	)	Date: 6/27/07
	)	Time: 10:00 a.m.

**RESPONSE TO PETITION FOR ENTRY OF JUDGMENT AND PETITION TO ISSUE
CITATIONS, SHOW CAUSE, REMOVAL OF GUARDIAN,
ACCOUNT, TURN OVER PROPERTY, SURCHARGE, ETC.**

COMES NOW Petitioner, MICHAEL ECHEVARRIA, by and through his attorney
CARY COLT PAYNE, ESQ. of the law office of CARY COLT PAYNE, CHTD., and
respectfully submits this Response For Entry of Judgment and Petition To Issue
Citations, Show Cause, Removal of Guardian, Account and Turn Over Property, Etc.
and moves this Court for the following orders:

- 1) Petition to Issue Citations pursuant to NRS 159.185;
- 2) Removal of Guardian and Guardian Ad Litem;
- 3) Order the Guardian to account and/or Surcharge in accordance with NRS 159.305 et seq.;
- 4) Order to Receive copy of all relevant Trust Documents, etc.;
- 5) Order Preventing Trustee from using any Trust Funds to Defend defalcations; and
- 6) Further Instructions and Relief pursuant to Tennessee Order.

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702.383.9010 • Fax 702.383.9049





1
2
3 **A. PROCEDURAL FACTS**

4 1. MICHAEL ECHEVARRIA (hereinafter "MICHAEL") is a resident of
5 Wilson County, in Tennessee. He has lived there since 1999, up until 2005 he
6 operated and renovated the Mill at Lebanon.

7 2. Jean Ruth Echevarria, is now eighty (80) years old. She is survived only
8 by her three children ANGEL, Robert and MICHAEL. She was diagnosed with
9 dementia – Alzhermiers type. The guardians' California attorney, Darius A. Baghai,
10 Esq. claims Jean had been incompetent for some time. Jean was declared medically
11 incompetent by her physician on November 11, 2004. Jean had been and currently
12 residing in her home at 12 Desert Highland Drive. Her daughter, ANGEL and her
13 family have lived with the ward, but have abused their position. See Exhibit "A"
14 Affidavit of Michael Echevarria, and supporting documents.

15 3. ANGEL has been handling all of her mother's affairs for several years.
16 MICHAEL operated The Mill in Lebanon, Tennessee. ANGEL had the financials done
17 in California. Her accountant is Marc Ashegian, CPA in California.

18 4. Starting as early as 2000, MICHAEL was concerned about his sister
19 ANGEL ECHEVARRIA hereinafter ("ANGEL") involvement with handling his mother's
20 financial affairs.

21 5. In 1999, Jean Ruth Echevarria ("Ward" or "Mother") invested in a
22 Tennessee Limited Liability Corporation (L.L.C.) (hereinafter "The Mill"). The purpose
23 of the investment was manage a piece of real estate and collect rents, renovate and
24 then sell at a profit. The owner to the real estate was the L.L.C. Pursuant to the
25
26
27
28



1
2 agreements ANGEL was to pay all the taxes, insurance, mortgage etc., and MICHAEL
3 was to manage it's day to day affairs.

4 6. Starting in the middle of 2004, MICHAEL started worrying about his
5 mother's mental capacity. According to ANGEL her mother wanted to sell her
6 investment in "The Mill". A dispute arose and MICHAEL consulted with his Counsel.
7 He was advised to seek Guardianship over his mother. It was subsequently
8 discovered that medical doctors found Mrs. Echevarria incompetent as of November
9 11, 2004.
10

11 7. ANGEL without any factual basis has filed a petition in Nevada, inter alia
12 suing MICHAEL in this Court for misappropriation of funds as it relates to MICHAEL'S
13 operation of the Tennessee L.L.C. ("The Mill at Lebanon"). Again without citing any
14 authority, she alleged numerous claims and alleged that MICHAEL violated Tennessee
15 law. The serious allegations included:
16

- 17 • Breach of Fiduciary duties (para. 13, pg. 5);
- 18 • Conspiracy and Fraud (para. 22, pg. 7);
- 19 • Failure to render requisite accountings; (para. 12, pg.4);
- 20 • That MICHAEL neglected Tennessee corporate (fiduciary) duties (para.
21 13, pg.5) and violated Tennessee law by failing to:
 - 22 1. pay Tennessee State Taxes; (para. 5, pg.2);
 - 23 2. prepare Financial statements; (para. 12, pg.4);
 - 24 3. secure real estate loans/app.; and evictions; (para. 25, pg.8);
 - 25 4. violated Tennessee Employment law; (para. 20, pg. 6, 7), and;
 - 26 • That MICHAEL ejected appraisers and abused "process".
27 (para. 16, pg. 5)
 - 28



1
2 8. In January 28, 2005 MICHAEL filed suit in Tennessee for, inter alia
3 breach of contract, etc. ANGEL'S Counsel in Tennessee questioned the ward's
4 capacity when she signed the documents. Suit was filed in the Chancery Court of
5 Wilson County, Tennessee regarding inter alia, operation of "The Mill". The claims
6 included loss profits, breach of contract and unjust enrichment and damages.
7 MICHAEL named the L.L.C., Jean, individually, and The Jean Ruth Echevarria Trust¹.

8
9 9. That matter proceeded to trial in July 2006, and in January 2, 2007 the
10 Court entered a Judgment in favor of MICHAEL against Jean R. Echevarria Trust and
11 Jean R. Echevarria in excess of \$679,000. See Exhibit "12". The Judgment to date
12 remains unsatisfied. MICHAEL request that this Court assist in satisfaction of the
13 same.

14 10. The ward is also the owner of California real estate aka "Union Pacific
15 Property". She is co—owns it with her ex-husband Angel M. Echevarria. It had been
16 Jean's primary source of income. The property was the subject of litigation styled: 99d
17 Only Stores, Inc. vs. Angel M & Jean Echevarria Case number BC307817. See
18 Exhibit A "7". It appears ANGEL is in charge of that litigation too. In 2006 it was sold
19 pursuant to a like hand exchange. It was generating gross income in excess of
20 \$80,000 a month.

21
22 11. Marc Ashegahian, CPA with Tax Consultancy Group charged Jean
23 Echevarria from March 2005 – December 2005 (10 months) \$125,000 for professional
24 services. See Exhibit 1: Copy of Tax Consultancy Group invoices 3/05-12/05.
25

26
27
28 ¹ MICHAEL has not been provided a copy of the trust or related documents. MICHAEL is not sure of its
contents, terms or even successor trustees, and renews his request to receive copies of all pertinent
documents, etc.



12. On November 20th 2004 borrowed \$100,000 from Arnold Epel 10 days after Jean was found to be incompetent. See Exhibit 2: copy of Recorded 2nd Trust of Deed for LA Asset for \$100,00. See also Exhibit 3: Deposition of Angel Echevarria page 133, Page 134.

13. ANGEL has neglected to be forthcoming with information regarding a \$65,000 loan from Angel Manuel Echevarria, her father. See Exhibit 4: Tax Consultancy's Balance Sheet (noted in Credit Card and Cash Loans to Trust Doc).

14. On 4/13/05 ANGEL petitioned court to borrow \$45,000 for living expenses. See Exhibit 5: Copy of Petition Family Court NV. See also Exhibit 6: Order with accounting of \$45,000 to borrow the funds with it being funded from Jean R. Echevarria's New York Life Insurance, we would like to see the state of the policies today, in the order it states that they had a value of \$330,000 at the time.

15. ANGEL has borrowed \$30,000 from Samantha Guedeque. See Exhibit 3: Deposition of Angel Echevarria Page 133.

16. ANGEL borrowed \$10,000 from Rancho Villanueva. Exhibit 3: Deposition Page 134.

17. ANGEL admitted in Deposition of Court case 0540 in the Chancellery Court of Wilson county TN that she knowingly gambled away \$1.5 million Dollars of Jean R. Echevarria's money. See Exhibit 3 pg 136-137.

18. As sated above a lawsuit filed against the Trust during ANGEL'S tenure as guardian of Jean R. Echevarria in CA based on Breach of contract in selling of LA building. See Exhibit 7 (Copy of original lawsuit filed in the Superior Court of The State of California for the County of Los Angeles; Case #BC336484).



19. A second Trust Deed has been placed on the Wards personal residence property by Gary Vandever, the Guardian's attorney in Lebanon, TN on 5/8/07 for \$73,514.45 for payment of attorneys fees (he has not been paid by the guardian for litigation cost in TN). Exhibit 8.

20. The District Court of Clark County, NV approved the payment of \$56,447.05 on 5/9/07 for attorneys fees for the Guardian and Trustee Angel Echavarria in case #G27262 for payment of attorney fees that have not been paid by the Guardian, Angel Echevarria. See Exhibit 9.

21. The Wards residence has been in default of the mortgage twice in the last 10 months on 8/08/2006 and 6/05/2007 and also has 2 liens placed against it: 1) MICHAEL Echevarria's Judgment \$679,000; and 2) Terra West Property Management for Anthem Country Club Association \$ unknown amount (now released). See Exhibit 10.

22. Since the Guardian, ANGEL moved into the Ward's home the Trust financials from the time of 1/10/02 to 3/8/05 the Ward has suffered an additional debt of \$176,869 in credit cards and cash loans. See Exhibit 4 and the Comparison of Credit Report of Jean Echevarria dated 2001, 1/20/02 and Marc Asheghian of Tax Consultancy Group Balance Sheet 3/8/05 showing an additional debt since Angel moved in with Jean of \$176,869.

23. The Chancery Court of Wilson County, Tennessee Case #05040 heard for 5 days by Chancellor c. K. Smith and the court ruled that inter alia: As to the Defendants (ANGEL as Guardian) claims against Plaintiff (MICHEL Echevarria) of mismanagement, gross mismanagement, that there is no evidence that all that the



1
2 Plaintiff committed any of these acts and the Defendants are not awarded any
3 judgment against Plaintiff. See Exhibit 11.

4 24. That the Judge C. K. Smith in reading his fact of findings that Angel
5 Echevarria's advisors were taking "a lot" of the Trust money. See Exhibit 11: Copy of
6 Transcript of Reading of Fact of Findings Box 25 Line 22-25, Box 33, Lines 4-7.

7
8 25. That during Deposition of Marc Asheghian, CPA, he testified to the
9 outgoing amounts of money being paid through the Trust being \$250,000 in 6 months.
10 See Exhibit 13 Copy of Marc Asheghian Deposition page 87, Bank Records for the
11 Trust.

12 26. Tax Consultancy Group starting working for Jean R. Echevarria because
13 Angel Echevarria hired them in the Year 2003. See Exhibit 12. (Marc Asheghian
14 Deposition Page 8).

15 27. Tax Consultancy Group has had control of a Trust checkbook and has
16 been writing their own checks for payments to themselves. Id. Page 89.

17 28. ANGEL, in her capacity of Guardian has Jean's personal residence on
18 the market for sale. See Exhibit 14 (Copy of Listing 12 Desert Highlands Dr. – Public
19 Record Online. Spoke with agent Donna Harakidas and she states that there "is a large
20 extended family living in the home").
21

22 CONCLUSION

23
24 WHEREFORE, MICHAEL request this Court issue the following:

- 25 1) Issue Citations to Show Cause;
26 2) Order to Remove of Guardian;
27 3) Order Surcharging the Guardian for damages, etc. and to render
28 complete accountings;

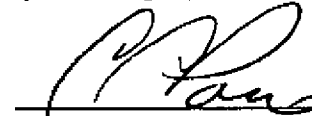
1
2 4) Order to Receive Copy of Trust Documents;

3 5) Order Preventing Trustee from Using any Trust funds to defend
4 Defalcations; and

5 6) Order further instructions and relief pursuant to Tennessee Court Order,
6 Judgment, etc.
7

8 DATED this 12 of June, 2007.
9

CARY COLT PAYNE, CHTD.



CARY COLT PAYNE, CHTD.
Nevada Bar #004357
700 S. Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

Attorney for Petitioner,
MICHAEL ECHEVARRIA

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702. 383-9010 • Fax 702. 383-9049



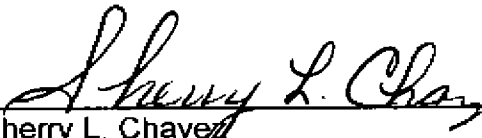


CERTIFICATE OF MAILING

This is to certify that on the 13 day of June, 2007, a copy of the foregoing RESPONSE TO PETITION FOR ENTRY OF JUDGMENT AND PETITION TO ISSUE CITATIONS, SHOW CAUSE, REMOVAL OF GUARDIAN, GUARDIAN AD LITEM, ACCOUNT, TURN OVER PROPERTY, SURCHARGE, ETC. was duly served, by placing a copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope addressed to:

Elyse M. Tyrell, Esq.
TRENT & ASSOCIATES
8367 W. Flamingo, #100
Las Vegas, NV 89147

Elizabeth Brickfield, Esq.
LIONEL, SAWYER & COLLINS
300 S. Fourth St, #1700
Las Vegas, Nevada 89101


Sherry L. Chavez
An employee of Cary Colt Payne, Chtd.

1 **ORDG**

2 MARK A. SOLOMON, ESQ.

3 Nevada State Bar No. 0418

4 ELIZABETH BRICKFIELD, ESQ.

5 Nevada State Bar No. 6236

6 LIONEL SAWYER & COLLINS

7 1700 Bank of America Plaza

8 300 South Fourth Street

9 Las Vegas, Nevada 89101

10 (702) 383-8888

11 Attorneys for Angel Echevarria

FILED

COURTESY COPY

JAN 7 4 20 PM '05

Original
DISTRICT COURT, FAMILY COURT
CLARK COUNTY, NEVADA

12 In the Matter of the Guardianship of the)

Case No. G 27262

13 Estate of JEAN RUTH ECHEVARRIA,)

Dept. No. E

14 Adult Ward)

Date of Hearing: January 5, 2005

Time of Hearing: 9:00 a.m.

15 ORDER APPOINTING ANGEL ECHEVARRIA AS GENERAL GUARDIAN OF THE
16 PERSON OF JEAN RUTH ECHEVARRIA AND SPECIAL GUARDIAN OF THE ESTATE
17 OF JEAN RUTH ECHEVARRIA; ORDER ASSUMING JURISDICTION OF THE JEAN
18 RUTH ECHEVARRIA TRUST; ORDER DIRECTING THE SALE OF AN ASSET OF THE
19 MILLS AT LEBANON, LLC; ORDER ASSESSING THE FEES OF ELYSE TYRELL, ESQ.;
20 ORDER APPOINTING ELYSE TYRELL AS GUARDIAN AD LITEM.

21 The Petition of Michael Echevarria and Nevada Fiduciary Services to be appointed as
22 General Guardian of the Estate of Jean Ruth Echevarria and the Opposition of Angel Echevarria to
23 Michael Echevarria's Petition and her Counter-Petition to be Named Guardian or Alternatively to
24 dismiss the proceedings came before the Court.

25 Present at the hearing were JEAN RUTH ECHEVARRIA, ANGEL ECHEVARRIA, JEAN
26 RUTH ECHEVARRIA's daughter and her counsel of record, ELIZABETH BRICKFIELD, ESQ. of
27 the law firm of LIONEL SAWYER & COLLINS, KIM BOYER, ESQ. of the law firm of BOLICK
28 BOYER & GOODSSELL, on behalf of MICHAEL ECHEVARRIA and NEVADA FIDUCIARY

1 SERVICES, who were not present and ELYSE TYRELL, ESQ. of the law firm of PATRICIA
2 TRENT & ASSOCIATES, the investigator appointed by stipulation of the parties.

3 The Court, having considered the pleadings, heard the arguments of Counsel and having
4 interviewed JEAN RUTH ECHEVARRIA in camera made the following findings and orders.

5 The Court finds that JEAN RUTH ECHEVARRIA executed a valid estate plan, including
6 the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust, a Durable Power of Attorney, a Durable
7 Power of Attorney for Health Care and a Nomination of Guardian of her Person under her Last Will
8 and Testament.

9 The Court finds that JEAN RUTH ECHEVARRIA designated ANGEL ECHEVARRIA to
10 serve as Successor Trustee of the JEAN RUTH ECHEVARRIA TRUST; to serve as JEAN RUTH
11 ECHEVARRIA's agent for health care and all general purposes; to serve as Guardian of her Person
12 if necessary and that these designations are valid and in effect.

13 The Court finds that it has jurisdiction of the JEAN RUTH ECHEVARRIA TRUST as a
14 Nevada Trust and that ANGEL ECHEVARRIA is confirmed as successor trustee of the Trust:

15 The Court finds that one hundred percent of the membership interests of the Mill at Lebanon,
16 LLC is owned by the JEAN RUTH ECHEVARRIA TRUST;

17 The Court finds that JEAN RUTH ECHEVARRIA knows and understands the financial
18 conditions that make it in her best interest that the real property which is an asset of the Mills at
19 Lebanon, LLC be sold, as she has invested hundreds of thousands of dollars in the property; the
20 property is in poor condition and would require the replacement of the roof; the property is in
21 foreclosure and back taxes are owing;

22 The Court finds that it has general jurisdiction over the person of MICHAEL ECHEVARRIA
23 in that he submitted to this Court's jurisdiction by coming before this Court to seek his appointment
24

1 as Temporary and General Guardian of the Estate of JEAN RUTH ECHEVARRIA and placing the
2 issue of the sale of the real property owned by the Mills at Lebanon, LLC before this Court and that
3 any claims he is asserting against the Mills at Lebanon, LLC are claims that are properly before this
4 Court in this proceeding as one hundred percent of the membership interest in the Mills at Lebanon,
5 LLC is an asset of the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust;
6

7 The Court respectfully offers its suggestion to the Tennessee Court that in the name of
8 judicial economy and efficiency the Guardianship Court of the Eighth Judicial District Court, Clark
9 County, Nevada having all parties and the issues before it is the more appropriate forum for the
10 resolution of all issues relating to any claims being made by MICHAEL ECHEVARRIA that he has
11 an interest as a creditor of the Mills at Lebanon, LLC;
12

13 The Court respectfully notifies the Tennessee Court that the Guardianship Court of the Eighth
14 Judicial District Court, Clark County, Nevada is prepared to hold the proceeds from the sale of the
15 Mills at Lebanon, LLC real property in escrow pending resolution by the Guardianship Court of any
16 claims of MICHAEL ECHEVARRIA against such assets;
17

18 The Court finds that the privacy of JEAN RUTH ECHEVARRIA is to be respected and that
19 her financial affairs and estate planning documents are to remain protected and private;

20 The Court finds that pursuant to NRS 159.046(4) that MICHAEL ECHEVARRIA
21 unnecessarily or unreasonably caused the appointment of ELYSE TYRELL to investigate this matter
22 and is therefore liable for eighty-five percent of the expenses associated with the investigation.

23 GOOD CAUSE appearing;

24 IT IS HEREBY ORDERED that ANGEL ECHEVARRIA is appointed as Special Guardian
25 of the Estate of JEAN RUTH ECHEVARRIA with the authority to act in accordance with the
26 provisions of NRS 159.083 and to serve as such without bond;
27
28

1 IT IS FURTHER ORDERED that ANGEL ECHEVARRIA is appointed as General Guardian
2 of the Person of JEAN RUTH ECHEVARRIA;

3 IT IS FURTHER ORDERED that the Guardianship Court of the Eighth Judicial District
4 Court of the State of Nevada assumes jurisdiction over the Jean R. Echevarria Trust dated May 30,
5 2000, as a proceeding in rem;

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA
7 is confirmed as Trustee of the Jean R. Echevarria Trust dated May 30, 2000;

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the sale of the assets of
9 the Mills at Lebanon, LLC shall proceed as being in the Ward's best interests;

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA,
11 as successor trustee of the Jean R. Echevarria Trust shall execute all documents to complete the sale
12 of the real property held as an asset of the Mills at Lebanon, LLC;

13 IT IS FURTHER ORDERED ADJUDGED AND DECREED that Michael Echevarria shall
14 not interfere with the sale of the real property held as an asset of the Mills at Lebanon, LLC;

15 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ANGEL ECHEVARRIA
16 shall provide the Guardianship Court with a copy of all estate planning documents for JEAN
17 ECHEVARRIA and that such documents shall be reviewed by the Court in camera and kept
18 confidential;

19 IT IS FURTHER ORDERED ADJUDGED AND DECREED that any financial records,
20 documents, bank statements or copies of such obtained by MICHAEL ECHEVARRIA through
21 subpeona duces tecum or other discovery method shall be deemed subject to a protective order and
22 the discovery shall not be had by him or his counsel. If any such documents have been provided to
23 MICHAEL ECHEVARRIA or his counsel such documents and any copies shall be turned over to
24
25
26
27
28

1 ELIZABETH BRICKFIELD, ESQ. and shall not be released to MICHAEL ECHEVARRIA;

2 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ELYSE TYRELL, ESQ.
3 shall be appointed as Guardian ad Litem in this matter;

4 IT IS FURTHER ORDERED ADJUDGED AND DECREED that eighty five percent of the
5 fees attributable to the services of ELYSE TYRELL, ESQ. as investigator in this matter shall be
6 paid by MICHAEL ECHEVARRIA and fifteen percent of the fees shall be paid from the assets of
7 JEAN RUTH ECHEVARRIA; and

8 IT IS FURTHER ORDERED ADJUDGED AND DECREED that MICHAEL
9 ECHEVARRIA take no action or make any request to any Court, including the Chancery Court of
10 Wilson County, Tennessee at Lebanon in Civil Action No.:04-418, known as Michael A.
11 Echevarria, Plaintiff v. The Mills at Lebanon, LLC, to prevent or stay the payment of the proceeds
12 of such sale to any person, Court or entity other than Angel Echevarria, successor trustee of the Jean
13 R. Echevarria Trust dated May 30, 2000.

14 Dated this 7 day of January, 2005.

15
16
17
18 
DISTRICT COURT JUDGE

19 For STEVEN E. JONES

20 Submitted by:

21 LIONEL SAWYER & COLLINS

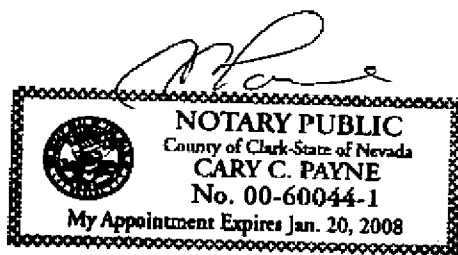
22 By Mark A. Solomon
23 MARK A. SOLOMON, ESQ.
24 ELIZABETH BRICKFIELD, ESQ.
25 300 South Fourth Street
26 Las Vegas, Nevada 89101
27 Attorneys for Angel Echevarria
28

EXHIBIT "A"

AFFIDAVIT

I, Michael Echevarria, son of Jean R. Ruth Echevarria, after being duly sworn, state under penalty of perjury and based upon personal knowledge:

Certify the attached documents to support my claims of mismanagement of The Jean R. Echevarria Trust by the Guardian, Angel Echevarria as true and correct copies.



Date: 6/11/07

Name: Michael A. Echevarria

Signature: [Handwritten Signature]

- Marc Asheghian with Tax Consultancy Group charged Jean Echevarria from March 2005 – December 2005 (10 months) \$125,000 for professional services
Exhibit 1: Copy of Tax Consultancy Group invoices 3/05-12/05
- On November 20th 2004 borrowed \$100,000 from Arnold Epel 10 days after Jean was found to be incompetent
Exhibit 2: Copy of Recorded 2nd Trust of Deed for LA Asset for \$100,000
Exhibit 3: Stated in Deposition of Angel Echevarria page 133, Page 134
- Angel also neglects to be forthcoming with information regarding a \$65,000 loan from Angel Manuel Echevarria, her father
Exhibit 4: Tax Consultancy's Balance Sheet (noted in Credit Card and Cash Loans to Trust Doc)
- On 4/13/05 Angel Echevarria (Guardian) petitioned court to borrow \$45,000 for living expenses
Exhibit 5: Copy of Petition Family Court NV
Exhibit 6: Order with accounting of \$45,000 to borrow the funds with it being funded from Jean R. Echevarria's New York Life Insurance, we would like to see the state of the policies today, in the order it states that they had a value of \$330,000 at the time.
- Guardian, Angel Echevarria, borrowed \$30,000 from Samantha Guedeque
Exhibit 3: Angel Echevarria Deposition Page 133
- Guardian, Angel Echevarria, borrowed \$10,000 from Ricardo Villanueva
Exhibit 3: Angel Echevarria Deposition page 134
- Angel Echevarria admitted in Deposition of court case 0540 in The Chancellery Court of Wilson County Tn that she knowingly gambled away \$1.5 million Dollars of Jean R. Echevarria's money.
Exhibit 3: Copy of Angel Echevarria deposition Dated 12/21/05 pages 136-137
- Lawsuit filed against the Trust during Angel Echevarria's tenure as guardian of Jean R. Echevarria in CA based on Breach of Contract in the selling of LA building
Exhibit 7: Copy of original lawsuit filed in the Superior Court of The State of California for the County of Los Angeles; Case # BC336484
- 2nd Trust Deed has been placed on the Wards personal residence property by Gary Vandever, the Guardians attorney in Lebanon, TN on 5/8/07 for \$73,514.45 for payment of attorneys fees (he has not been paid by the guardian for litigation cost in TN)
Exhibit 8: Copy of certified 2nd Deed of Trust
- District Court of Clark County NV approved the payment of \$56,447.05 on 5/9/07 for attorneys fees for the Guardian and Trustee Angel Echevarria in case # G27262 for payment of attorney fees that have not been paid by the Guardian, Angel Echevarria
Exhibit 9: Copy of Clark County NV Order

- The Wards home has been in default of the mortgage twice in the last 10 months on 8/08/2006 and 6/05/2007 and also has had 2 liens placed against it 1: Michael Echevarria's Judgment \$680,000 2: Terra West Property Management for Anthem Country Club Association \$ Unknown Amount (now released) –
Exhibit 10: Copy of property recorders record from Clark County records site – Public Record
- Since the Guardian, Angel Echevarria moved into the Wards home the Trust financials from the time of 1/10/02 to 3/8/05 the Ward has suffered an additional debt of \$176,869 in credit cards and cash loans.
Exhibit 4: Comparison of Credit Report of Jean Echevarria dated 2001, 1/10/02 and Marc Asheghian of Tax Consultancy Group Balance Sheet 3/8/05 showing an additional debt since Angel moved in with Jean of \$176,869.
- The Chancery Court of Wilson County, Tennessee Case # 05040 was heard for 5 days by Chancellor C.K. Smith and the court ruled that : As to the Defendants (Angel as Guardian) claim's against Plaintiff (Michael Echevarria) of mismanagement, gross mismanagement, misfeasance, malfeasance, non-feasance, breach fiduciary duty, concealment and conversion of funds in the sum of Two Million Dollars (\$2,000,000.00), that there is no evidence at all that the Plaintiff committed any of these acts and the Defendants are not awarded any judgment against Plaintiff
Exhibit 11: Copy of Signed Order (in order to have **Lawsuit in NV Dismissed**)
- Judge CK Smith in reading his fact of findings that Angel Echevarria's advisors were taking a lot of the Trust money
Exhibit 11: Copy of Transcript of Reading of Fact of Findings Box 25 Line 22-25, Box 33 Lines 4-7
- During Deposition of Marc Asheghian he testified to the outgoing amounts of money being paid through the Trust being \$250,000 in 6 months
Copy of Marc Asheghian Deposition page 87
Exhibit 13: Bank Records for the Trust
- Tax Consultancy Group started working for Jean R, Echevarria because Angel Echevarria hired them in the Year 2003
Exhibit 12: Marc Asheghian Deposition Page 8
- Tax Consultancy Group has had control of a Trust checkbook and have been writing their own checks for payments to themselves
Exhibit 12: Marc Asheghian Deposition Page 89
- Angel, in her capacity of Guardian has Jeans personal residence on the market for sale
Exhibit 14: Copy of Listing 12 Desert Highlands Dr. – Public Record Online (Spoke with agent Donna Harakidas and she states that there "is a large extended family living in the home"
- It was stated in court on 4/13/05 by Judge Jennifer Henry that it concerned her Jean R. Echevarria's money was being used to support people that were not pulling their own weight. Ana Echevarria (Angel's eldest daughter) is still living in the house with a girlfriend and still not working. Amanda (Angel's middle child) has lived on and off in the house and as of 8/2005 has left a baby for the Ward (Jean Echevarria Trust) to solely support. The house is in foreclosure for the 2nd time in 10 months and no one in the house that is capable of working is.
Exhibit 15: Video – (All of this is still occurring today)

EXHIBIT

1

Tax Consultancy Group
Invoices
March 2005 – December
2005

For Jean R. Echevarria
& Angel M. Echevarria

Spreadsheet of Billing and
Double Charges

Monies Charged by Tax Consultancy Group
March 2005 - December 2005

Invoiced to	Date	Amount	Invoice #	Double Billed
Jean R. Echevarria	3/31/2005	\$550.00	190	\$490.00
Jean R. Echevarria	4/30/2005	\$1,712.50	223	\$0.00
Jean R. Echevarria	5/31/2005	\$1,362.50	234	\$0.00
Jean R. Echevarria	6/30/2005	\$27,352.75	247	\$10,332.75
Jean R. Echevarria	7/31/2005	\$24,843.50	262	\$12,506.25
Jean R. Echevarria	8/31/2005	\$21,436.50	274	\$15,825.00
Jean R. Echevarria	9/30/2005	\$16,701.00	284	\$10,982.50
Jean R. Echevarria	10/31/2005	\$12,065.75	290	\$6,279.75
Jean R. Echevarria	11/30/2005	\$14,068.50	296	\$2,200.00
Jean R. Echevarria	12/31/2005	\$5,069.00	300	\$3,820.00

Total Jean R. Echevarria \$125,162.00

Angel M. Echevarria	3/31/2005	\$2,075.00	191	\$490.00
Angel M. Echevarria	4/30/2005	\$2,350.00	229	\$0.00
Angel M. Echevarria	5/31/2005	\$412.50	235	\$0.00
Angel M. Echevarria	6/30/2005	\$12,662.75	257	\$10,332.75
Angel M. Echevarria	7/31/2005	\$16,923.75	263	\$12,506.25
Angel M. Echevarria	8/31/2005	\$19,811.75	275	\$15,825.00
Angel M. Echevarria	9/30/2005	\$15,206.90	285	\$10,982.50
Angel M. Echevarria	10/31/2005	\$10,912.25	291	\$6,279.75
Angel M. Echevarria	11/30/2005	\$4,072.25	297	\$2,200.00
Angel M. Echevarria	12/31/2005	\$4,507.50	301	\$3,820.00

Total Angel M. Echevarria \$88,934.65

Total Combined \$214,096.65 \$124,872.50

Someone has to audit 2006 invoices.

Please find attached invoices from TCG for Jean R. Echevarria and Angel M. Echevarria, the break down is as follows. If you will look at the invoices side by side for the months attached you will find that TCG is double billing. This business practice is illegal and should be investigated.

Bill Date	Invoice #	Amount
-----------	-----------	--------

Notes:

3/31/05	190	\$550.00
Review of prior returns		

4/30/05	223	\$1,712.50
Preparation of 2004 Tax Return		

5/31/05	234	\$1,362.50
Set up of Trust accounting & budget		

6/30/05	247	\$27,352.75
Charged both Angel M & Jean \$10,332.75 for the same work performed. Dates of double billing: (in order as J.E. invoice reads: 6/8, 6/9, 6/10, 6/16, 6/16, 6/20, 6/20, 6/21, 6/22, 6/23, 6/24, 6/27, 6/28 and again 6/8, 6/14, 6/15, 6/16, 6/21, 6/22, 6/24, 6/27, 6/28, 6/29, 6/20 & 6/24)		

7/31/05	262	\$24,843.50
Notice explanation of 7/21/05		
Charged both Angel M. & Jean \$12,506.25 for the same work performed. Dates of double billing: (in order as J.E. invoice reads:		

7/28, 7/7, 7/8, 7/15, 7/18, 7/7, 7/8, 7/12, 7/12, 7/15, 7/18, 7/19,
7/20, 7/21, 7/22, 7/22, 7/25, 7/26, 7/26, 7/27, 7/27, 7/28, labeling
of Admin Charges

8/31/05 275 \$21,436.50

Charged both Angel M. & Jean \$15,825.00 for the same work
performed. Dates of double billing (in order as J.E. invoice reads:
8/3, 8/10, 8/22, 8/24, 8/25, 8/30, 8/31, 8/1, 8/2, 8/3, 8/4, 8/5, 8/5,
8/8, 8/9, 8/10, 8/11, 8/12, 8/15, 8/16, 8/17, 8/18, 8/19, 8/22, 8/23,
8/24, 8/24, 8/29, 8/30, Admin charges

9/30/05 284 \$16,701.00

Charged both Angel M. & Jean \$10,982.50 for the same work
performed. Dates of double billing: (in order as J.E. invoice reads:
9/1, 9/1, 9/2, 9/6, 9/7, 9/8, 9/9, 9/12, 9/12, 9/13, 9/16, 9/16, 9/19,
9/20, 9/20, 9/21, 9/21, 9/23, 9/23, 9/26, 9/26, 9/27, 9/28, 9/29,
admin charges

10/31/05 290 \$12,065.75

Charged both Angel M. & Jean \$6,279.75 for the same work
performed. Dates of double billing: (in order as J.E. invoice reads:
10/5, 10/6, 10/7, 10/19, 10/19, 10/20, 10/20, 10/21, 10/21, 10/24,
10/26, 10/27, 10/27, 10/31, admin charges

*Charged \$437.50 for one hour of work!!

11/30/05 296 \$14,068.50

Charged both Angel M. & Jean \$2,200.00 for the same work
performed. Dates of double billing: (in order as J.E. invoice reads:
11/1, 11/2, 11/5, 11/10, 11/10, 11/29, Admin Charges

Charges approximately \$10,000 to fill out interrogatory answers to
TN litigation

12/31/05 300 \$5,069.00 .

Charged both Angel M. & Jean \$3,820.00 for the same work performed. Dates of double billing: (in order as J.F. invoice reads: 12/9, 12/12, 12/13, 12/14, 12/15, 12/15, 12/19, 12/20, 12/21, 12/23, 12/23, Admin Charges

1/31/06 304 \$10,160.50

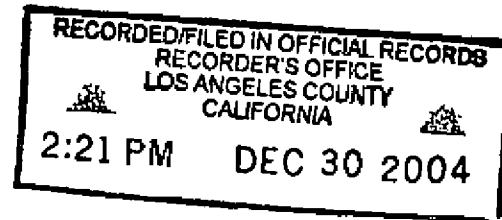
Charged both Angel M. & Jean \$5,180.50 for the same work performed. Dates of double billing: (in order as invoice reads: 1/12, 1/17, 1/18, 1/19, 1/23, 1/24, 1/25, 1/26, 1/24, 1/30, 1/31, 1/31, Admin Charges

EXHIBIT

2

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04 3412696

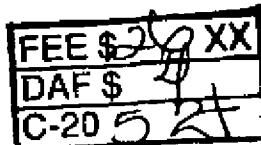


TITLE(S) : _____



FEE

D.T.T



CODE
20

CODE
19

CODE
9

NOTIFICATION SERVICE

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM NOT TO BE DUPLICATED

RECORDING REQUESTED BY

Peter C Ver Halen

WHEN RECORDED MAIL TO

Name PETER C VER HALEN
Address 11766 Wilshire Boulevard
Suite 460
City, State Los Angeles, California
Zip Code 90025-6537

04 3412696

2

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

DEED OF TRUST WITH ASSIGNMENT OF RENTS

Order No
Escrow No
Loan No

WHEN RECORDED MAIL TO

Peter C Ver Halen
Peter C Ver Halen Law Corp
11766 Wilshire Blvd, Ste 460
Los Angeles, CA 90025

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS (LONG FORM)

This DEED OF TRUST, made at Los Angeles, California as of this 20th day of November, 2004, by ANGEL M ECHEVARRIA, an individual, and JEAN R ECHEVARRIA, an individual, herein collectively called TRUSTOR, whose address is 10632 Panrose Street, Sun Valley, CA 91352 to

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and ARNOLD J EPEL, herein called BENEFICIARY,

WITNESSETH That Trustor grants to Trustee in trust, with power of sale, that property in the city of Los Angeles, County of Los Angeles, State of California, described as

LOT 1 of TRACT 13136 IN THE CITY OF LOS ANGELES, AS PER MAP RECORDED IN BOOK 253, PAGE 37 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, BUT WITH NO RIGHT OF SURFACE ENTRY THERETO, AS PROVIDED IN THE DEED RECORDED OCTOBER 30, 1941 IN BOOK 18927 PAGE 7 OFFICIAL RECORDS SAID PROPERTY IS MORE COMMONLY KNOWN AS 3820 UNION PACIFIC AVENUE, LOS ANGELES, CA 90023

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of \$100,000.00, with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust

A To protect the security of this Deed of Trust, Trustor agrees

1) To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law, to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general

2) To provide, maintain and deliver to Beneficiary Fire Insurance satisfactory to and with loss payable to Beneficiary The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice

04 3412696

3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to

(CONTINUED ON NEXT PAGE)

1193 (1/94)
Page 1 of 4

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

} ss

On 11/24/04, before me, Israel Echeverria Notary Public

Date

Name and Title of Officer (e.g. Jane Doe, Notary Public)

personally appeared

Angel M. Echevarria

Name(s) of Signer(s)

- ☐ personally known to me
- ☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Place Notary Seal Above

Israel Echeverria
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document _____

Document Date _____

Number of Pages _____

Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer

Signer's Name _____

- ☐ Individual
- ☐ Corporate Officer — Title(s) _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other _____

04 3412696

Signer is Representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT

3

IN THE CHANCERY COURT
OF WILSON COUNTY, TENNESSEE
AT LEBANON

MICHAEL A. ECHEVARRIA,)
)
Plaintiff,)
) Civil Action
Vs) No. 05-040
)
Defendant,)
)
AND)
)
THE JEAN RUTH ECHEVARRIA TRUST,)
)
Defendant,)
)
AND)
)
JEAN ECHEVARRIA, Individually,)
)
Defendant.)

DEPOSITION OF
ANGEL ECHEVARRIA
DECEMBER 21, 2005

Teresa D. Hatcher
Wilson County Court Reporting
1695 Coles Ferry Pike
Lebanon, Tennessee 37087

COPY

1 working?

2 A. Is that relevant to this case?

3 MR. VANDEVER: You can go
4 ahead and answer.

5 THE WITNESS: Through credit
6 cards.

7 BY MS. KANE:

8 Q. Okay.

9 A. She'd borrowed some money.

10 Q. Did you borrow \$100,000 from
11 Mr. Arnold Apel?

12 A. Yes. Did I? No.

13 Q. Was that your mother?

14 A. Yes.

15 Q. Did she actually sign like a
16 promissory note for it?

17 A. Yes.

18 Q. Okay. Do you know when that was?

19 A. I don't remember what date.

20 Q. Did your mother also borrow some
21 money from Samantha Guereque?

22 A. Yes.

23 Q. Do you know how much she borrowed?

24 A. I believe it was 30,000.

25 Q. Okay. And, did she also borrow

1 \$10,000 in 2004 from Ricardo Villanueva?

2 A. Yes.

3 Q. Was that also in 2004?

4 A. I don't remember what day.

5 Q. Has your mother repaid all those
6 monies now that The Mill has been sold?

7 A. Not yet, no.

8 Q. Okay. Did she borrow money from
9 anybody else?

10 A. Not that I can remember.

11 Q. Okay. And, all those receipts that
12 you identified today that were in all the
13 envelopes, the manila envelopes that were
14 part of your discovery responses. Is it
15 your testimony that all of those documents
16 had been mailed to you by your brother?

17 A. Yes.

18 Q. Okay. Those were not documents
19 that you obtained after he was evicted from
20 his apartment; are they?

21 A. No.

22 Q. Okay. The last thing I'm going to
23 do, Ms. Echevarria, is just go over your
24 Counter-Complaint and make sure I've covered
25 everything. Then, we probably are going to

1 Q. Okay. On just some notes I had
2 from yesterday's testimony. You had talked
3 about the number of points you had on a
4 card?

5 A. Yes

6 Q. At the casino. And, I think you
7 said 1.5 million; is that right?

8 A. That was the most I believe, yes.

9 Q. Okay. How do you get those points?
10 Is it dollar per point? Spend a dollar, do
11 you get one point?

12 A. Yeah. But, you could put in \$20
13 and get 1000 points.

14 Q. Because you win or something? Is
15 that how you would go from -- Tell me how
16 that works because I don't know.

17 A. Well, like say, video poker you'd
18 play. And, you would push maximum bet, or
19 whatever. And, it would be \$1.25. And, if
20 you got jacks or better, or you know, three
21 of a kind or duces wild or something, it
22 would give you the five credits back. But,
23 yet it would still give you a point because
24 you used that dollar.

25 Q. Okay. And, that was -- Every

1 casino has its own cards; is that right?

2 A. Well, unless it's a group of
3 casinos and they only have one card.

4 Q. So, when you had that one card that
5 was for 1.5 million?

6 A. Yes.

7 Q. Which place was that again? Was
8 that that Sunset --

9 A. Sunset -- All Station casinos:
10 Sunset, Green Valley Ranch, Bolder, Texas
11 Palace.

12 Q. Did you have any other cards at the
13 same time for other casinos with points on
14 them?

15 A. Trial points, yeah. Because they
16 give you a promotion if you sign up.

17 Q. So, this Sunset Station and all --

18 A. Properties.

19 A. -- subsidiaries, that's where you
20 frequent?

21 A. Yes.

22 Q. What about Rainbow Casino?

23 A. Rarely

24 Q. Joker's Wild?

25 A. Rarely.

EXHIBIT

4

● ●

Credit Card Debt
and Cash Loans of
the Jean R.
Echevarria Trust

3/8/2001

1/10/2002

3/8/2005

Comparison of Credit Card Debt and Cash Loans to the Trust

Jean R. Echevarria

Credit Card	3/8/2001	1/10/2002	3/8/2005
Wells Fargo	\$0.00	\$0.00	\$9,702.07
Capital One	\$0.00	\$0.00	\$4,969.89
Chase Platnuim Visa	\$0.00	\$0.00	\$16,668.67
Sears Gold Master Card	\$0.00	\$0.00	\$11,415.40
Discover	\$0.00	\$0.00	\$2,414.04
Citi Cards	\$0.00	\$0.00	\$6,890.05
Sams Club	\$0.00	\$263.00	\$2,479.12
Citi Advantage	\$0.00	\$9,893.00	\$18,010.07
MBNA Amer.	\$117.00	\$522.00	\$15,046.80
ANB	\$222.00		
Costco	\$638.00	\$0.00	\$0.00
amantha Armstrong	\$0.00	\$0.00	\$16,000.00
Ricardo Villanueva	\$0.00	\$0.00	\$10,000.00
Angel Miguel Echevarria	\$0.00	\$0.00	\$64,250.06
Total Credit Card Debt	\$977.00	\$10,678.00	\$177,846.17

SEPTEMBER 30, 2005

Liabilities AND Equity

Current Liabilities

Loan - Capital One Bank	\$4,969.89
Loan - W Fargo (6306)	6,179.30
Loan - Chase Platinum Visa	16,668.67
Loan - Sears Gold M/C	11,415.40
Loan - JC Penney	2,414.04
Loan - Discover Card	11,843.36
Loan - CitiCards	6,890.05
Loan - Sam's Club	2,479.12
Loan - Citi Advantage	18,010.07
Loan - MBNA America	15,046.88
Loan - Samantha A	16,000.00
Loan - R Villanueva	10,000.00
Loan - Angel M Echevarria	64,250.06
Loan Payable - W Fargo (9228)	9,702.07

TOTAL Current Liabilities

195,868.91

TOTAL Liabilities

195,868.91

Shareholder's Equity

Equity	145,702.00
Retained Earnings	.00
Retained Earnings-Current Year	(259,106.01)

TOTAL Shareholder's Equity

(113,404.01)

TOTAL Liabilities AND Equity

\$82,464.90



EXHIBIT

5

ORIGINAL

NOH
 ELIZABETH BRICKFIELD, ESQ.
 Nevada State Bar No. 6236
 LIONEL SAWYER & COLLINS
 1700 Bank of America Plaza
 300 South Fourth Street
 Las Vegas, Nevada 89101
 (702) 383-8888

FILED

MAR 28 12 18 PM '05

Shirley S. Rungius
 CLERK

Attorneys for Angel Echevarria

DISTRICT COURT, FAMILY COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the	)	Case No. G 27262
Estate of JEAN RUTH ECHEVARRIA,	)	Dept. No. E
Adult Ward	)	Date of Hearing: April 13, 2005
	)	Time of Hearing: 9:00 a.m.

**NOTICE OF HEARING ON THE PETITION FOR ORDER AUTHORIZING
 GUARDIAN TO BORROW FUNDS**

NOTICE IS HEREBY GIVEN to all persons interested in the Matter of the Guardianship of the Estate of JEAN RUTH ECHEVARRIA, that on the 13th day of April, 2005, at the hour of 9:00a.m. of said day, at the Family Courts and Services Center, 601 North Pecos Road, Las Vegas, Nevada 89101 in Department E, is hereby set as the time and place for the hearing by said Court on the PETITION FOR ORDER AUTHORIZING GUARDIAN TO BORROW FUNDS, at which time all persons interested in said matter may appear and show cause, if any they have, why said Petition should not be granted.

Further details concerning this Petition can be had by reviewing the court file at the office of the County Clerk, Family Courts and Services Center, or by contacting the attorney for the Movants, whose name, address and telephone number are: Lionel Sawyer & Collins, Elizabeth

LIONEL SAWYER
 & COLLINS
 ATTORNEYS AT LAW
 1700 BANK OF AMERICA PLAZA
 300 SOUTH FOURTH ST.
 LAS VEGAS,
 NEVADA 89101
 (702) 383-8888



CE26

1 Brickfield, Esq., 300 South Fourth Street, Suite 1700, Las Vegas, Nevada 89101, Telephone No.
 2 (702) 373-8888.

3 LIONEL SAWYER & COLLINS

4
 5 By Heidi R/S
 6 ELIZABETH BRICKFIELD, ESQ.
 7 Nevada State Bar No. 6236
 8 LIONEL SAWYER & COLLINS
 9 1700 Bank of America Plaza
 10 300 South Fourth Street
 11 Las Vegas, Nevada 89101
 12 (702) 383-8888

13 Attorneys for Angel Echevarria

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 & COLLINS
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 NEVADA 89101
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2

EXHIBIT

6

ORIGINAL

FILED

MAR 28 12 04 PM '05

Shirley B. Kingma
CLERK

PET
ELIZABETH BRICKFIELD, ESQ.
Nevada State Bar No. 6236
LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
(702) 383-8888

Attorneys for Angel Echevarria

DISTRICT COURT, FAMILY COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the	)	Case No. G 27262
Estate of JEAN RUTH ECHEVARRIA,	)	Dept. No. E
Adult Ward	)	Date of Hearing: April 13, 2005
	)	Time of Hearing: 9:00 a.m.

PETITION FOR ORDER AUTHORIZING GUARDIAN TO BORROW FUNDS

Pursuant to NRS 159.113 (c), ANGEL ECHEVARRIA, Special Guardian of the Estate of JEAN RUTH ECHEVARRIA, hereby petitions this Court to authorize the Guardian to borrow a total of \$45,000 from the cash value of two life insurance policies insuring the life of JEAN RUTH ECHEVARRIA, as follows:

1. As this Court knows, MICHAEL ECHEVARRIA, the son of JEAN RUTH ECHEVARRIA, is litigating with the Ward and her Trust with regard to the sale of real property in Lebanon, Tennessee.

2. This contentious litigation continues. Although the real property has been sold, Michael continues to claim against the proceeds. The proceeds are currently being held in escrow in the Tennessee courts, pending outcome of litigation initiated by Michael and his girl friend.

RECEIVED
MAR 28 2005
COUNTY CLERK

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 383-8888


- 1 3. Jean, at this time, lacks income and assets to pay her bills.
- 2 4. The Guardian proposes to borrow \$35,000.00 from New York Life against a policy
- 3 in JEAN's name and an additional \$10,000.00 from a second separate policy also with New York
- 4 Life.
- 5 5. The proceeds will be used to pay the mortgage and other living expenses at this time.
- 6 6. The cash value of the policies are \$92,000.00. The loans will be for one (1) year at
- 7 0.00 percentage.
- 8 7. The proceeds of these policies total \$330,000.00.
- 9

10 WHEREFORE, Petitioner requests that this Court issue its orders:

- 11 1. That the Guardian be authorized to borrow a total of \$45,000 from the cash value of
- 12 two life insurance policies on the life of Jean Ruth Echevarria;
- 13
- 14 2. For such additional relief as this Court deems necessary and appropriate.

15 Dated this 28 day of March, 2005.

16 LIONEL SAWYER & COLLINS

17 By 

18 ELIZABETH BRICKFIELD, ESQ.

19 Nevada Bar No. 6236

20 LIONEL SAWYER & COLLINS

21 1700 Bank of America Plaza

22 300 South Fourth Street

23 Las Vegas, Nevada 89101

24 Attorneys for Angel Echevarria

25

26

27

28

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& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 383-8888

VERIFICATION AND CONSENT

ANGEL ECHEVARRIA, whose address is 12 Desert Highlands Drive, Henderson, NV 89052 declares under penalties of perjury of the State of Nevada:

That she is the Petitioner who makes the foregoing PETITION FOR ORDER AUTHORIZING GUARDIAN TO BORROW FUNDS; that she has read said petition and knows the contents thereof, and that the same is true of her own knowledge except for those matters stated on information and belief, and that as to such matters she believes it to be true.

DATED this 11 day of March, 2005.


ANGEL ECHEVARRIA

EXHIBIT

7

FILED
LOS ANGELES SUPERIOR COURT

JUL 13 2005

John A. Clarke, Executive Officer/Clerk
By S. Gabb Deputy

1 Michael A. Taitelman, Esq. (SBN 156254)
2 Bradley H. Kreshek, Esq. (SBN 192094)
3 FREEDMAN & TAITELMAN, LLP
4 1901 Avenue of the Stars, Suite 500
Los Angeles, California 90067
Tel: (310) 201-0005
Fax: (310) 201-0045

5 Attorneys for Plaintiff Lee & Associates-Commerce, Inc.

Case assigned

to Judge *ELIHU M. BERLE*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

7-42

10 LEE & ASSOCIATES-COMMERCE, INC., a)
California corporation,)

11 Plaintiff,)

12 vs.)

13 ANGEL M. ECHEVARRIA, an individual;)
14 JEAN R. ECHEVARRIA, an individual; and)
15 DOES 1 through 10, inclusive.)

16 Defendants.)

Case No:

BC336484

COMPLAINT FOR:

1. **BREACH OF WRITTEN CONTRACT;**

2. **BREACH OF WRITTEN CONTRACT (THIRD PARTY BENEFICIARY); AND**

3. **BREACH OF WRITTEN CONTRACT**

CITY/CASE: BC336484 LEA/DEPR:

RECEIPT #: CCH458224034

DATE PAID: 07/13/05 02:47:51 PM

PAYMENT: \$299.50 0310

RECEIVED:

CHECK: 299.50

CASH:

CARD:

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

21 Plaintiff Lee & Associates-Commerce, Inc. hereby alleges the following causes of action
22 against defendants Angel M. Echevarria, Jean R. Echevarria and DOES 1 through 10:

23 1. Plaintiff Lee & Associates-Commerce, Inc. ("Plaintiff") is a corporation organized
24 and existing under the laws of the State of California, with its principal place of business located
25 in the County of Los Angeles, State of California.

26 2. Plaintiff alleges on information and belief that defendant Angel M. Echevarria is
27 an individual who, for all times relevant hereto, was residing, and did reside, in the County of
28 Los Angeles, State of California.

Complaint

1 3. Plaintiff alleges on information and belief that defendant Jean R. Echevarria is an
2 individual who currently resides in the County of Clark, State of Nevada.

3 4. Plaintiff is ignorant of the true names and capacity of defendants sued herein as
4 DOES 1 through 10, inclusive, and, therefore sues these defendants by such fictitious names.
5 Plaintiff alleges on information and belief that such DOE defendants are liable to Plaintiff for the
6 actions hereinafter set forth. Plaintiff will amend this complaint to allege their true names and
7 capacities when ascertained.

8 5. Plaintiff alleges on information and belief that at all times herein mentioned, each
9 defendant, including DOE defendants, was the agent, servant, employee and/or representative of
10 each of the other defendants and, that at all times herein mentioned, was acting within the course
11 and scope of and pursuant to said agency, service, employment and/or representation.

12 6. Jurisdiction and venue for this action in the County of Los Angeles are proper
13 pursuant to California Code of Civil Procedure § 392 and § 395.

14 7. At all relevant time until approximately July 12, 2005, defendants Angel M.
15 Echevarria and Jean R. Echevarria (collectively, "Defendants") were the owners of
16 approximately 16.4 acres of real property and improvements commonly known by the street
17 address of 3820 Union Pacific Ave. and 3875 Noakes St., Los Angeles, California (the
18 "Property").

19 8. On or about January 14, 2000, Plaintiff and Defendants entered into that certain
20 written Commission Agreement for the Lease of Real Property (the "Commission Agreement")
21 whereby Defendants retained Plaintiff to act as the broker for the purpose of leasing the Property.
22 A true and correct copy of the Commission Agreement, is attached hereto as Exhibit "I" and
23 incorporated herein by this reference.

24 9. Subsequently, in or about January 2000, Defendants entered into that certain
25 written Standard Industrial/Commercial Multi-Tenant Lease-Gross and that certain Addendum to
26 Standard Industrial/Commercial Multi-Tenant Lease-Gross (collectively, the "Lease") by and
27 between Defendants, as lessor, and 99¢ Only Stores, a California corporation, as tenant, for the
28 lease of approximately 80,000 square feet of industrial building with yard area located at the

Complaint

1 Property. A true and correct copy of the Lease, with exhibits, is attached hereto as Exhibit "2"
2 and incorporated herein by this reference.

3 10. Although dated January 28, 2000 for reference purposes only, the Lease was
4 executed by Defendants and 99¢ Only Stores on March 8, 2000.

5 11. Paragraph 58 of the Lease, entitled, "Option to Purchase", granted 99¢ Only
6 Stores the option to purchase the Property upon the terms and conditions set forth in that certain
7 written Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-
8 Residential) (the "Purchase and Sale Agreement"), attached to the Lease as Exhibit "C" and
9 incorporated therein.

10 12. The purchase price for the Property pursuant to the terms of the Purchase and Sale
11 Agreement was \$10,000,000.

12 13. Pursuant to Paragraph 7.1 of the Purchase and Sale Agreement, Defendants and
13 99¢ Only Stores consented to Plaintiff as the broker for the purchase and sale of the Property and
14 further acknowledged that Plaintiff was the "procuring cause" of the Purchase and Sale
15 Agreement.

16 14. In addition, pursuant to Paragraph 27 of the Purchase and Sale Agreement,
17 Defendants, among other things, (a) acknowledged that Plaintiff was retained to locate a buyer
18 for the Property; (b) acknowledged that Plaintiff was the "procuring cause" of the Purchase and
19 Sale Agreement and (c) agreed to pay Plaintiff a commission out of the Seller's proceeds from
20 the sale of the Property at the close of escrow.

21 15. Paragraph 9.1(q) of the Purchase and Sale Agreement further provided that a
22 brokerage fee would be paid at the close of escrow and that Plaintiff was a third party beneficiary
23 of the Purchase and Sale Agreement with regard to such brokerage fee.

24 16. On or about July 3, 2002, Defendants and 99¢ Only Stores executed that certain
25 Amendment to Lease (the "Amendment"), whereby, among other things, the option to purchase
26 the Property was amended to extend the option termination date through and including December
27 31, 2002. A true and correct copy of the Amendment is attached hereto as Exhibit "3" and
28 incorporated herein by this reference.

1 17. On or about August 13, 2001, Defendants and Plaintiff entered into that certain
2 written Standard Owner-Agency Agreement for Sale of Lease of Real Property (Non-Residential)
3 (the "Agency Agreement") whereby Defendants employed Plaintiff to act as their sole and
4 exclusive agent with regard to a sale or lease of the Property. The term of the Agency Agreement
5 was August 17, 2001 through August 16, 2002, continuing on a month to month basis thereafter,
6 until terminated. A true and correct copy of the Agency Agreement is attached hereto as Exhibit
7 "4" and incorporated herein by this reference.

8 18. On or about December 27, 2002, 99¢ Only Stores sent written notice to
9 Defendants, in care of Plaintiff, by registered mail, of its intent to exercise the option to purchase
10 provided in Paragraph 58 of the Lease.

11 19. Defendants ultimately refused to proceed with the sale of the Property to 99¢ Only
12 Stores. Therefore, on or about December 16, 2003, 99¢ Only Stores filed an action in the Los
13 Angeles County Superior Court (LASC Case No. BC 307817) (the "Action"), seeking, among
14 other things, specific performance of the Purchase and Sale Agreement.

15 20. On or about May 23, 2005, Defendants and 99¢ Only Stores entered into a
16 Settlement Agreement (the "Settlement Agreement"), resolving the Action and providing for,
17 among other things, the sale of the Property to 99¢ Only Stores pursuant to the Purchase and Sale
18 Agreement, as amended by the Settlement Agreement.

19 21. Pursuant to the terms of the Purchase and Sale Agreement, as amended by the
20 Settlement Agreement, the purchase price for the Property was \$9,700,000.

21 22. Plaintiff alleges on information and belief that the parties opened escrow at North
22 American Title Company, escrow number 015834-RD (the "Escrow") for the purpose of
23 completing the sale of the Property to 99¢ Only Stores.

24 23. Plaintiff alleges on information and belief that Escrow closed on or about July 12,
25 2005, and that 99¢ Only Stores is currently the owner of the Property.

26 24. Plaintiff alleges on information and belief that proceeds in the amount of
27 \$388,000 have been held in Escrow due to this dispute, and will remain in Escrow pending the
28 outcome of this dispute.

1 **FIRST CAUSE OF ACTION - BREACH OF WRITTEN CONTRACT**

2 (BY Plaintiff against Defendants and Does 1 through 10)

3 25. Plaintiff hereby incorporates by reference each and every allegation set forth in
4 paragraph numbers 1 through 24, as if set forth in full herein.

5 26. Plaintiff has preformed all conditions, covenants and promises required on
6 Plaintiff's part to be preformed in accordance with the terms and conditions of the Commission
7 Agreement.

8 27. Paragraph 4 of the Commission Agreement provides: "If the Transaction changes
9 to any other transaction, including, but not limited to, a sale, exchange, option to buy, right of
10 first refusal, ground lease, sublease or assignment of lease (collectively 'Alternative
11 Transactions'), the Agent shall automatically be the Agent for such Alternative Transaction,
12 under the terms and conditions of this Agreement, and Owner shall pay Agent the Commission in
13 accordance with the attached Schedule of Commissions."

14 28. Paragraph 6 of the Schedule of Commissions/Disclosure further provides, in
15 relevant part, "[s]hould Lessee, its successors, or assignees Purchase the Premises during the
16 term of the Lease or any extension thereof . . . then a Sales commission shall be paid when the
17 Purchase is effected."

18 29. Paragraph A(2) of the "Schedule of Commissions/Disclosure" attached to the
19 Agency Agreement provides for payment of a commission in an amount equal to 4% of the gross
20 sales price of the Property.

21 30. 99¢ Only Stores sent its written notice to Defendants of its intent to exercise the
22 option to purchase provided in Paragraph 58 of the Lease during the term of the Lease, therefore
23 Plaintiff is entitled to payment of a commission equal to 4% of the gross sales price of the
24 Property.

25 31. Plaintiff made numerous written and oral demands that Defendants execute
26 escrow instructions authorizing Escrow to pay Plaintiff its commission from the proceeds of the
27 Escrow.

28 32. Notwithstanding Plaintiff's demands that Defendants execute instructions

1 authorizing escrow to pay Plaintiff its commission from the proceeds of the sale of the Property,
2 Defendants, in breach of the terms of the Commission Agreement, have failed and refused to
3 authorize escrow to pay Plaintiff its commission.

4 33. As a result of Defendants' breach of the Commission Agreement, Plaintiff has
5 been damaged in an amount in excess of the jurisdictional minimum of this Court, which
6 includes without limitation, the sum of \$388,000 (which amount is currently held in the Escrow).
7 Additionally, Plaintiff is entitled to interest, costs and attorneys' fees pursuant to Paragraph 6.1
8 of the Commission Agreement.

9 **SECOND CAUSE OF ACTION - BREACH OF WRITTEN CONTRACT**

10 **(THIRD PARTY BENEFICIARY)**

11 (By Plaintiff against Defendants and Does 1 through 10)

12 34. Plaintiff hereby incorporates by reference each and every allegation set forth in
13 paragraph numbers 1 through 33 as if set forth in full herein.

14 35. Pursuant to the terms of the Purchase and Sale Agreement, Defendants
15 acknowledged that Plaintiff was the "procuring cause" of the Purchase and Sale Agreement and
16 agreed to pay Plaintiff a commission out of the proceeds of the purchase price obtained at the
17 close of escrow.

18 36. The Purchase and Sale Agreement was made for the Plaintiff's benefit in that,
19 among other things, the Purchase and Sale Agreement expressly provides that Plaintiff is "a third
20 party beneficiary" of the Purchase and Sale Agreement insofar as the payment of a commission is
21 concerned.

22 37. Consequently, pursuant to the terms of the Purchase and Sale Agreement, as
23 amended, Plaintiff is entitled to a commission from the proceeds of the sale of the Property.

24 38. Plaintiff made numerous written and oral demands that Defendants execute
25 escrow instructions authorizing Escrow to pay Plaintiff its commission from the proceeds of the
26 Escrow.

27 39. Notwithstanding Plaintiff's demands that Defendants execute instructions
28 authorizing escrow to pay Plaintiff its commission from the proceeds of the sale of the Property,

Complaint

1 Defendants', in breach of the terms of the Purchase and Sale Agreement, have failed and refused
2 to authorize escrow to pay Plaintiff its commission.

3 40. As a result of Defendants' breach of the Purchase and Sale Agreement, as
4 amended, Plaintiff has been damaged in an amount in excess of the jurisdictional minimum of
5 this Court, which includes without limitation, the sum of \$388,000 (which amount is currently
6 held in the Escrow). Additionally, Plaintiff is entitled to interest, costs and attorneys' fees
7 pursuant to Paragraph 16 of the Purchase and Sale Agreement.

8 **THIRD CAUSE OF ACTION - BREACH OF WRITTEN CONTRACT**

9 (By Plaintiff against Defendants and Does 1 through 10)

10 41. Plaintiff hereby incorporates by reference each and every allegation set forth in
11 paragraph numbers 1 through 40 as if set forth in full herein.

12 42. Plaintiff has preformed all conditions, covenants and promises required on
13 Plaintiff's part to be performed in accordance with the terms and conditions of the Agency
14 Agreement.

15 43. Paragraph 5.1 of the Agency Agreement provides, "Owner shall pay Agent a
16 commission . . . in accordance with the commission schedule attached hereto ('Agreed
17 Commission') for a Transaction, whether such transaction is consummated as a result of the
18 efforts of Agent, Owner, or some other entity. Such Agreed Commission is payable: (a) If the
19 Transaction is a sale, (i) a buyer is procured who buys the Property at the price and on the terms
20 stated herein, or on any other price and terms agreeable to Owner."

21 44. Paragraph A(2) of the "Schedule of Commissions/Disclosure" attached to the
22 Agency Agreement provides for payment of a commission in an amount equal to 5% of the gross
23 sales price of the Property.

24 45. The Purchase and Sale Agreement was entered into and became binding on the
25 parties as of December 27, 2002, the date upon which 99¢ Only Stores sent written notice to
26 Defendants of its intent to exercise the option to purchase provided in Paragraph 58 of the Lease.

27 46. At the time the Purchase and Sale was entered into and became binding on the
28 parties, the Agency Agreement remained in full force and effect, therefore Plaintiff is entitled to

Complaint

7

1 payment of a commission equal to 5% of the gross sales price of the Property.

2 47. Plaintiff made numerous written and oral demands that Defendants execute
3 escrow instructions authorizing Escrow to pay Plaintiff its commission from the proceeds of the
4 Escrow.

5 48. Notwithstanding Plaintiff's demands that Defendants execute instructions
6 authorizing escrow to pay Plaintiff its commission from the proceeds of the sale of the Property,
7 Defendants', in breach of the terms of the Agency Agreement, have failed and refused to
8 authorize escrow to pay Plaintiff its commission.

9 49. As a result of Defendants' breach of the Agency Agreement, as amended, Plaintiff
10 has been damaged in an amount in excess of the jurisdictional minimum of this Court, which
11 includes without limitation, the sum of \$388,000 (which amount is currently held in the
12 Escrow). Additionally, Plaintiff is entitled to interest, costs and attorneys' fees pursuant to
13 Paragraph 10.3 of the Agency Agreement.

14 WHEREFORE, Plaintiff prays judgment against Defendants, and each of them, as
15 follows:

16 On Plaintiff's First Cause of Action - Breach of Written Contract:

- 17 1. For compensatory damages in an amount according to proof at trial;
18 2. For interest on said damages from and after the close of Escrow;

19 On Plaintiff's Second Cause of Action - Breach of Written Contract
20 (Third Party Beneficiary):

- 21 3. For compensatory damages in an amount according to proof at trial;
22 4. For interest on said damages from and after the close of Escrow;

23 On Plaintiff's Third Cause of Action - Breach of Written Contract:

- 24 5. For compensatory damages in an amount according to proof at trial;
25 6. For interest on said damages from and after the close of Escrow;

26 ///

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On All Causes of Action:

- 7. For Plaintiff's reasonable attorneys' fees and costs of suit; and
- 8. For such other relief as this Court may deem proper.

Dated: July 13, 2005

FREEDMAN & TAITELMAN, LLP

By: 
Bradley H. Kreshek,
Attorneys for Plaintiff Lee & Associates-
Commerce, Inc.

Complaint

EXHIBIT

8

16

20070511-0003042

After Recording Return To:

GARY VANDEVER

ATTORNEY AT LAW

PO BOX 642

LEBANON TN 37088-0642

190-06-717-005

Fee: \$29.00

N/C Fee: \$25.00

05/11/2007

13:01:30

T20070083810

Requestor:

G VANDEVER

Debbie Conway

JJF

Clark County Recorder

Pgs: 16

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated May 8, 2007 together with all Riders to this document.

(B) "Borrower" is Jean R Echevarria, Trustee of the Jean Ruth Echevarria Trust. Borrower is the trustor under this Security Instrument.

(C) "Lender" is Gary Vandever, Attorney at Law. Lender is an attorney organized and existing under the laws of Tennessee. Lender's address is 501 Park Avenue, Suite B

Lebanon, TN 37087. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is Elizabeth Brickfield, Lionel Sawyer & Collins, 1700 Bank of America Plaza, Las Vegas, NV 89101.

(E) "Note" means the promissory note signed by Borrower and dated May, 2007. The Note states that Borrower owes Lender Seventy-Three Thousand Five Hundred Fourteen and 45/100's Dollars (U.S. \$ 73,514.45) plus interest. Borrower has promised to pay this debt in full plus all other attorney fees incurred not later than May 8, 2008 or date this property is sold, whichever occurs first.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] _____ |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

ONLY Pg.'s 1, 2 & 16

(I) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) **"Escrow Items"** means those items that are described in Section 3.

(M) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Clark County, Nevada, bounded and described as follows:

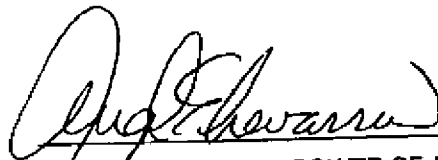
Lot Thirty-Seven (37) in Block One (1) of FINAL MAP OF ANTHEM COUNTRY CLUB PARCEL 5, as shown by map thereof on file in Book 88 of Plats, Page 33, in the Office of the County Recorder of Clark County, Nevada.

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Substitute Trustee.** Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. **Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ -0-

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.



(Seal)

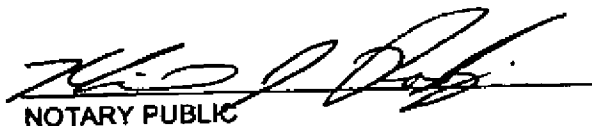
ANGEL ECHEVARRIA, POWER OF ATTORNEY for
JEAN RUTH ECHEVARRIA, TRUSTEE of the
JEAN RUTH ECHEVARRIA TRUST. - Borrower

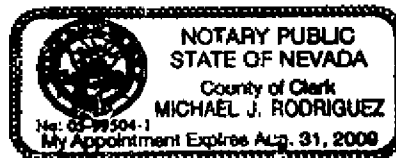
[Space Below This Line For Acknowledgment]

STATE OF NEVADA
COUNTY OF CLARK

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 10 DAY OF MAY 2007.

My Commission Expires: Aug 31, 2009


NOTARY PUBLIC



EXHIBIT

9

1 NOH

2 Lionel Sawyer & Collins
3 Elizabeth Brickfield, Bar No. 6236
4 Meredith Stow, Bar No. 9203
5 300 South 4th Street
6 Las Vegas, NV 89101
7 (702) 383-8888 (phone)
8 Attorney for Guardian and Trustee Angel Echevarria

FILED

APR 9 4 37 PM '07

CLERK OF COURT

9
10 DISTRICT COURT
11 CLARK COUNTY, NEVADA

12 In the Matter of the Guardianship of the
13 Person and Estate of

Case No.: G 27262
Dept. No.: H

14 JEAN R. ECHEVARRIA,
15 an adult ward.

Date of Hearing: May 2, 2007
Time of Hearing: 10:00 a.m.

16 **NOTICE OF HEARING ON PETITION FOR APPROVAL OF ATTORNEYS FEES AND**
17 **COSTS; PETITION FOR REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL,**
18 **ESQ., AS GUARDIAN AD LITEM**

19 TO: ALL PARTIES

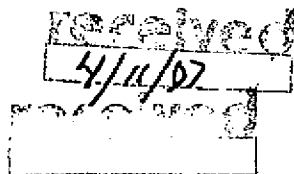
20 PLEASE BE ADVISED that the undersigned will bring the above PETITION FOR
21 APPROVAL OF ATTORNEYS FEES AND COSTS; PETITION FOR REIMBURSEMENT
22 OF FEES PAID TO ELYSE TYRELL, ESQ., AS GUARDIAN AD LITEM, a copy of which
23 is attached as Exhibit 1, on for hearing on the 2nd day of May, 2007, in Department H of the above-
24 entitled court at 10:00 a.m. or as soon thereafter as this matter may be heard.

25 Dated this 9th day of April, 2007.

LIONEL SAWYER & COLLINS

26 By [Signature]
Elizabeth Brickfield, Bar No. 6236
Meredith Stow, Bar No. 9203
Lionel Sawyer & Collins
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101
Attorneys for Guardian and Trustee Angel Echevarria

LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702.383.8888
FAX 702.383.8844



Page 1 of 2



EXHIBIT

10

Official Records

Marriages

FAQ

Search



Recorder

Web Services Detailed Data Results

Instrument: 20070605-02392 **Book/Instr:**
Document Type: Default **Recorded:** 06/05/2007 14:02:38 **Pgs:** 2
ReRecorded: N **Remarks:**
Requestor: FIDELITY NATIONAL DEFAULT SOLUTIONS TUSTIN
1st Party:
Legal Description: ParcelNum: 19006717005
References:
Tot Value: \$ **Property Value:** \$0.00
RPTT: \$ **Exmpt Code:** **Percent:** % **ATag:**

Instrument: 20070517-04538 **Book/Instr:**
Document Type: Lien - JUDGMENT **Recorded:** 05/17/2007 16:02:23 **Pgs:** 9
ReRecorded: N **Remarks:**
Requestor: LEGAL EXPRESS
1st Party: ECHEVARRIA, JEAN RUTH EST
 ECHEVARRIA, ANGEL L GDN
 ECHEVARRIA, ANGEL L EE
2nd Party: ECHEVARRIA, MICHAEL
Legal Description: ParcelNum: 19006717005
References:
Tot Value: \$ **Property Value:** \$0.00
RPTT: \$ **Exmpt Code:** **Percent:** % **ATag:**

Instrument: 20070511-03042 **Book/Instr:**
Document Type: Trust Deed **Recorded:** 05/11/2007 13:01:30 **Pgs:** 16
ReRecorded: N **Remarks:**
Requestor: G VANDEVER
1st Party: ECHEVARRIA, JEAN R EE
 JEAN RUTH ECHEVARRIA TRUT
2nd Party: VANDEVER, GARY
Legal Description: ParcelNum: 19006717005
References:
Tot Value: \$ **Property Value:** \$0.00
RPTT: \$ **Exmpt Code:** **Percent:** % **ATag:**

Instrument: 20070504-01457 **Book/Instr:**
Document Type: Lien Release **Recorded:** 05/04/2007 10:15:58 **Pgs:** 1
ReRecorded: N **Remarks:**
Requestor: TERRA WEST PROPERTY MANAGEMENT
1st Party: ANTHEM COUNTRY CLUB COM ASSN
2nd Party: ECHEVARRIA JEAN R TRUST
 JEAN R ECHEVARRIA TRUST
 ECHEVARRIA, ANGELA L EE
Legal Description: ParcelNum: 19006717005
References:
Tot Value: \$ **Property Value:** \$0.00
RPTT: \$ **Exmpt Code:** **Percent:** % **ATag:**

Instrument: 20070129-01463 **Book/Instr:**
Document Type: Lien **Recorded:** 01/29/2007 09:53:45 **Pgs:** 1
ReRecorded: N **Remarks:**
Requestor: TERRA WEST PROPERTY MANAGEMENT
1st Party: ECHEVARRIA JEAN R TRUS
 JEAN R ECHEVARRIA TRUST
 ECHEVARRIA, ANGELIA L EE
2nd Party: ANTHEM COUNTRY CLUB COM ASSN
Legal Description: ParcelNum: 19006717005
References:
Tot Value: \$ **Property Value:** \$0.00
RPTT: \$ **Exmpt Code:** **Percent:** % **ATag:**

Instrument: 20060831-04593 **Book/Instr:**
Document Type: Substitution - **Recorded:** 08/31/2006 14:24:32 **Pgs:** 1
TRUSTEE
ReRecorded: N **Remarks:**
Requestor: FIDELITY NATIONAL TITLE
1st Party: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
 ECHEVARRIA, JEAN R
2nd Party: RECONTRUST COMPANY NA
Legal Description: ParcelNum: 19006717005
References:
Tot Value: \$ **Property Value:** \$0.00
RPTT: \$ **Exmpt Code:** **Percent:** % **ATag:**

Instrument: 20060828-03465 **Book/Instr:**
Document Type: Default **Recorded:** 08/28/2006 13:58:42 **Pgs:** 2

ReRecorded: N **Remarks:**
Requestor: FIDELITY NATIONAL TITLE
1st Party: ECHEVARRIA, JEAN R
2nd Party: RECONTRUST COMPANY NA
 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
Legal Description: ParcelNum: 19006717005

References:

Tot Value: \$	Property Value: \$0.00		
RPTT: \$	Exmpt Code:	Percent: %	ATag:

Instrument: 20050105-02605 **Book/Instr:**
Document Type: Reconveyance **Recorded:** 01/05/2005 11:49:07 **Pgs:** 1
ReRecorded: N **Remarks:**
Requestor: WELLS FARGO BANK
1st Party: AMERICAN SECURITIES COMPANY OF NEVADA
2nd Party: ECHEVARRIA, JEAN R
 JEAN R ECHEVARRIA TRUST DATED MAY 30 2000

Legal Description: ParcelNum: 19006717005

References:

Tot Value: \$	Property Value: \$0.00		
RPTT: \$	Exmpt Code:	Percent: %	ATag:

Instrument: 20041222-01624 **Book/Instr:**
Document Type: Deed **Recorded:** 12/22/2004 09:05:11 **Pgs:** 3
ReRecorded: N **Remarks:**
Requestor: LEGAL WINGS
1st Party: ECHEVARRIA, JEAN R
2nd Party: ECHEVARRIA, ANGEL L EE
 JEAN R ECHEVARRIA TRUST

Legal Description: ParcelNum: 19006717005

References:

Tot Value: \$0.00	Property Value: \$0.00		
RPTT: \$0.00	Exmpt Code: 006	Percent: 100%	ATag:

Instrument: 20041026-05283 **Book/Instr:**
Document Type: **Recorded:** 10/26/2004 15:10:19 **Pgs:** 3
Substitution/Reconveyance
ReRecorded: N **Remarks:**
Requestor: PRINCIPAL RESIDENTIAL MORTGAGE INC
1st Party: PRINCIPAL LIFE INS CO
2nd Party: ECHEVARRIA, JEAN R
3rd Party: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
Legal Description: ParcelNum: 19006717005

EXHIBIT

11

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE
AT LEBANON

DEC 20 2006

ENTERED
AT 10:49 AM
JAN 02 2007

MICHAEL A. ECHEVARRIA,
Plaintiff/Counter-Defendant

v.

CASE NO.: 05040

THE MILL AT LEBANON, LLC
Defendant/Counter-Plaintiff

NOTICE OF ENTRY ✓
REQUESTED

and

THE JEAN R. ECHEVARRIA TRUST
Defendant/Counter-Plaintiff

and

JEAN ECHEVARRIA, individually
Defendant/Counter-Plaintiff

ORDER

That this cause came on to be heard upon Michael Echevarria's (hereinafter referred to as "Plaintiff"), Complaint for Breach of Contract, Unjust Enrichment, Quantum Meruit and for Restoration and Possession of Personal Residence and Returning of Personal Items against The Mill at Lebanon, LLC's, The Jean Echevarria Trust, and Jean Echevarria, individually, (hereinafter referred to as "Defendants"), Counter-Complaint filed by Defendants against Plaintiff for Mismanagement, Gross Mismanagement, Misfeasance, Malfeasance, Non-feasance, Breach of Fiduciary Duty, Concealment and Conversion of Funds, and Plaintiff's Answer to Defendants' Counter-Complaint. The matter was heard in the Chancery Court of Wilson County, Tennessee, on November 27th, 28th, 29th, 30th, and December 1st, 2006. At the trial of this matter and based upon the statements of counsel, testimony of numerous witnesses, trial briefs filed by both parties, exhibits entered by both parties and the entire record, the Court finds that:

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That based upon all the proof presented, the Court made specific findings of fact

and conclusions of law which are attached hereto as *Exhibit A* and incorporated herein as if set forth in this Order verbatim.

2. That Plaintiff, Michael Echevarria, is awarded a judgment against the Defendants, The Mill at Lebanon, LLC, The Jean Echevarria Trust and Jean Echevarria, individually, for Eight Thousand (\$8,000.00) Dollars per month in reasonable compensation for his services for the benefit of Defendant from May 24, 2000 to January 25, 2005, with the judgment to draw ten percent (10%) interest from February 3, 2005. That the Court finds that, Plaintiff, Michael Echevarria, received compensation of Nineteen Thousand One Hundred Seventy-Nine Dollars and Forty-Seven Cents (\$19,179.47) from the National Bank of Commerce operating bank account and Eight Thousand Two Hundred Ninety-One Dollars and Eighty-Three Cents (\$8,291.83) from the use of the Discover card and these amounts shall be deducted from the judgment amount. The total judgment amount shall be Four Hundred Ninety-Six Thousand One Hundred Eighteen Dollars and Ninety-Four Cents (\$496,118.94) as total compensation and interest due through December 10, 2006. The interest accrual, thereafter, is \$114.68 per day.
3. That Plaintiff, Michael Echevarria, is awarded a base judgment against Defendants, The Mill at Lebanon, LLC, Jean Echevarria Trust and Jean Echevarria, Individually, in the amount of One Hundred Ten Thousand Four Hundred Nineteen Dollars and Sixty-six Cents (\$110,419.66) as repayment of the monies he loaned Defendants. Said judgment is to draw ten percent (10%) interest from March 3, 2002 for a total judgment, including interest, of One Hundred Sixty-Three Thousand One Hundred Forty-Eight Dollars and Eighty-Three Cents (\$163,148.83) through December 10, 2006. The interest accrual, thereafter, is \$30.25 per day.
4. That Plaintiff was not a tenant of Defendants but a trespasser after his discharge as President. That Defendants owed Plaintiff a duty as to the manner in which they handled his personal property. That Defendants acted indifferently as to the consequences of what happened to Plaintiff's property. That Plaintiff, Michael Echevarria, is awarded a base judgment against the Defendants, The Mill at

Lebanon, LLC, Jean Echevarria Trust and Jean Echevarria, Individually, in the amount of Seventeen Thousand Four Hundred Eighty-five (\$17,485.00) Dollars for his lost/damaged personal property. Said judgment is to draw ten percent (10%) interest from January 25, 2005, for a total judgment, including interest, of Twenty Thousand Seven Hundred Twenty-Eight Dollars and Eleven Cents (\$20,728.11) through December 10, 2006. The interest accrual, thereafter, is \$4.79 per day.

5. That the Court finds that as to Defendants' claims against Plaintiff of mismanagement, gross mismanagement, misfeasance, malfeasance, non-feasance, breach of fiduciary duty, concealment and conversion of funds in the sum of Two Million (\$2,000,000.00) Dollars, that there is no evidence at all in this Court that Plaintiff committed any of these acts and Defendants are not awarded any judgment against Plaintiff.
6. That Defendants are assessed the costs of this cause for which execution may issue.

ENTERED this the 2nd day of January, 2007.
~~December, 2006.~~

C. K. Smith
C. K. SMITH, CHANCELLOR

APPROVED FOR ENTRY:

Brody Kane
BRODY KANE, #17435
ANGEL KANE, #17434
Attorneys for Plaintiff
133 South College Street
Lebanon, Tennessee 37087
(615) 444-8081

STATE OF TENNESSEE, COUNTY OF WILSON
I hereby certify the foregoing to be a true and
perfect copy of the original instrument on file
in this case.

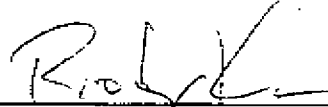
4th day of January, 2007.
BARBARA WEBB, CLERK & MASTER
Cellie Roland
D. C&M



CERTIFICATE OF SERVICE

I certify that on the date shown below I have given notice of appearance if required and have served a copy of the above Order on the opposing party by _____ Hand-delivery _____ Facsimile transmission to () - _____ and/or X Mailing a copy via United States Postal Service, postage prepaid, to:

Gary Vandever
Attorney at Law
P. O. Box 642
Lebanon, Tennessee 37088-0642



BRODY KANE
12/20/06

DATE

IN THE CHANCERY COURT
OF WILSON COUNTY, TENNESSEE
AT LEBANON

MICHAEL A. ECHEVARRIA,

Plaintiff,) Civil Action
No. 05-040

6 Vs

Defendant,

8 AND

9 THE JEAN RUTH ECHEVARRIA TRUST,

Defendant,

11 AND

12 JEAN ECHEVARRIA, Individually,

Defendant.)

THE CHANCELLOR'S RULING
TAKEN BEFORE THE HONORABLE
C. K. SMITH, CHANCELLOR
DECEMBER 1, 2006

Teresa D. Hatcher
Wilson County Court Reporting
1635 Colles Ferry Pike
Lebanon, Tennessee 37087

APPEARANCES

For the Plaintiff:

Mr. Brock Kane
Ms. Angel Kane
133 South College Street
Lebanon, Tennessee 37087

For the Defendants:

Mr. Gary Vandever
501 Park Avenue, Suite B
Lebanon, Tennessee 37087

THE CASE CAME ON TO BE
HEARD IN THE CHANCERY COURT FOR WILSON
COUNTY IN LEBANON, TENNESSEE BEFORE THE
HONORABLE C. K. SMITH, CHANCELLOR ON
FRIDAY, DECEMBER 1, 2006.
THE CHANCELLOR GAVE HIS RULING
TO WIT:

THE CHANCELLOR'S RULING

This is in the matter of —
I'm going to mess up on this name. So, from
here out, it will be Michael E., Angel E.,
Jean E., Jean R. E. I'll never say anything
other than E. But, the court reporter will
be required to put down the entire name,
which I guess is Echevarria or something. I
don't know what it is. I've guessed at it
ever since I've been here all week. I'm
glad after today, I'll never have to say it
again hopefully. Echevarria, is that close?

MR. KANE: That's close.

THE COURT: All right. This
is a matter in the Chancery Court of Wilson
County Tennessee at Lebanon. Michael
Echevarria versus The Mill at Lebanon,
IIC and versus Jean R. Echevarria Trust

1 and versus Jean Echevarria individually.

And, there were also
counter-complaints by the Defendants
against Michael Echevarria.

The issue before this
Court is basically by the Plaintiff Michael
Echevarria against the Defendants here is a
breach of contract, is number one.

Number two, associated
with that breach of contract and part of the
problem is, that he loaned the Defendant
Jean Echevarria, or The Mill at Lebanon,
IIC, which was owned totally by Jean
Echevarria, or the Jean Echevarria Trust.
Loaned them 110,000 plus dollars, and for
reimbursement of the loan. And, thirdly,
for damages associated with a wrongful
ouster.

Then, the Defendant
filed a counter-suit for wrongful conversion
by the Plaintiff Michael Echevarria, for
either misfeasance, malfeasance or some
feasance regarding with the way he managed
the business. So, those are the issues
before the Court.

1 I've listed to
2 evidence on this matter since this week,
3 since Monday. And, it's now Friday. We
4 started on Monday at about 9 o'clock. Maybe
5 a little bit before. And, have gone
6 continuously with very few breaks in there,
7 except sleeping at night.

8 And, the attorneys
9 have done a good job. What made this a
10 little more difficult is the fact that from
11 the time this started, Jean has suffered
12 with some dementia and beginning stages of
13 Alzheimer's. And, she's had to — A lot
14 of the testimony on her behalf has had to be
15 by her power of attorney, or trustee or
16 conservator, who actually couldn't testify
17 because she had no knowledge.

18 At the time this
19 contract was entered into, Jean was acting
20 on her own behalf. It was only a short time
21 after that she gave her power of attorney to
22 Angel. So, Angel was limited in her
23 knowledge and what she could really say
24 happened or didn't happen in that area.

25 Most of the

1 three different buildings. There was
2 one on the east side; a small building. An
3 office building located on the west side.
4 There was another kind of a large building
5 located on the uppermost north side of this
6 property.

7 Then, there was a
8 huge building that had been — Had parts
9 attached to it at different times during the
10 years that the building had been there.

11 When Mike first saw
12 this property, the original asking price was
13 \$1,700,000. He watched this property for
14 several months. He came up and looked at
15 it. The price dropped. But, I don't
16 remember what it dropped to. But, he began
17 to negotiate with the owners. He negotiated
18 a price of \$600,000.

19 Mike at that time
20 had very little money, from the evidence
21 I've heard. He had some equity in a house
22 located in Brentwood. I don't know how much
23 cash he had. But, he had been in business
24 with his father that used to make waterbeds.
25 They had been in California. They moved to

1 evidence has actually — Most of this trial,
2 probably two days of the testimony, came
3 from Michael out of the three.

4 This is what I've
5 found. This is my finding of fact and
6 conclusions. And, if I make a mistake about
7 a date or name of something or someone,
8 y'all can bring that to my attention at that
9 time. But, just because you disagree with
10 my findings or holdings, you can't argue
11 anymore about it. It's over. That's over.

12 This is my findings:
13 In early 2000, Michael Echevarria found some
14 property for sale in Lebanon, Tennessee.
15 The property was known as old Woolen Mill
16 property. It had been the Woolen Mill in
17 Lebanon for many years. It had been out of
18 business for several years. The property
19 was in very bad state of disrepair.

20 Michael Echevarria
21 looked at the property on several occasions.
22 It was located on approximately 14 acres.
23 The building totally at that time was about
24 225,000 square feet. The building was added
25 onto at various times. There were two or

1 Nashville to open a business and moved there
2 too late. The business had already
3 evaporated. And, there was no more demand
4 for it. I think the building may have
5 caught on fire and burned. And, they just
6 went out of business.

7 But, he had had
8 various jobs over the years. He had made as
9 much as \$400,000 in some jobs with his dad.
10 Apparently, he was some type of
11 vice-president in that business. And, he
12 was a union buster, or line buster or
13 something once too. He said he was a man of
14 no fear.

15 Mike had this
16 property appraised by Carl Storey on two
17 different occasions. But, in 2000, he had
18 it appraised at \$1,090,000. So, Mike felt
19 that he could buy this property for
20 \$600,000; renovate it. That he could turn
21 it into a very good income. A profitable
22 business. An income producing facility.

23 Mike approached his
24 mother Jean Echevarria in the early part of
25 2000 about the property and his plans. And,

1 apparently, she too felt like it would be a
2 profitable venture.

3 And, in the early
4 part of 2000, Jean Echevarria had \$600,000
5 in income from the \$10 million building
6 located in California. She owned one house
7 located on Gerry Drive in Henderson, Nevada.
8 She had ownership interest in another house
9 located on Gerry Drive in Henderson, Nevada
10 lived in by her daughter, Angel.

11 Plus, she had over
12 \$700,000 on deposit in an interest bearing
13 account with Wells Fargo Bank. Plus, she
14 had over \$100,000 equity she could withdraw
15 from her life insurance policy. Plus, she
16 had \$220,000 in cash. And, I don't know if
17 she had any other money. But, she had that
18 because she made a down payment — Used that
19 for part of the down payment on The Mill
20 property.

21 And, this property,
22 I'll probably refer to it as Mill property.
23 Even though when they purchased it, it was
24 purchased in the name of The Mill of
25 Lebanon, LLC probably. Or, Lebanon,

1 date they purchased it May 24, 2000. And,
2 it was sold February 3, 2005. So, I guess
3 that's four years; almost five.

4 And, when a person
5 goes into a venture like that, she knew she
6 was putting out the capital. He was going
7 to put out the work.

8 Her agent, Jean's
9 agent, or power of attorney, trustee on the
10 trust, gave Mike a credit card for living
11 expenses that she's testified to. And, it's
12 been testified to.

13 Jean Echevarria
14 here, after purchasing this property, gave
15 her daughter power of attorney. And also,
16 transferred all her properties to the Jean
17 Echevarria Trust. And, made her daughter
18 Angel the trustee as well. Exact dates on
19 that, I couldn't find readily. And, I don't
20 know that they're that important. I just
21 know that that was done. And, she was
22 acting in those capacities.

23 Jean Echevarria purchased
24 this property in the name of The Mill at
25 Lebanon, LLC for \$600,000 from the Tennessee

1 Tennessee, LLC. But, I'll just refer to it
2 as The Mill.

3 Mike and his mother
4 entered into — I find that Mike and his
5 mother entered into an expressed actual
6 verbal contract. They agreed that she would
7 provide capital. And, he would oversee the
8 renovation and management of the business.
9 And, when the business sold, that they would
10 split the profit. And, that the sale when
11 it was sold, was to be negotiated by Mike.

12 I find all this
13 reasonable. I've thought about this in my
14 mind. You know, she's putting up all the
15 money, but they knew at the time, that this
16 wouldn't be a weak venture. You know, it
17 was a building. And, all of the testimony
18 has been in how bad of shape it was in.
19 And, it's still in, even though he did a
20 great deal of renovation to it. That it was
21 a weeks, months and years project.

22 And, he agreed for
23 no compensation. However, he was
24 compensated from NFA about \$19,000 over
25 these four or five years, from May — The

1 Woolen Mills, Inc. on May 24, 2000. She
2 advanced \$220,000 in cash. She borrowed
3 \$380,000 from Wells Fargo Bank and
4 collateralized it by her \$700,000 deposit
5 that she had with the bank.

6 The testimony is
7 that Mike Echevarria did all the negotiating
8 with Wells Fargo to implement this plan of
9 withdrawing this \$380,000. Securing it with
10 the money that was there.

11 It's his testimony
12 that he did that. And, that these interest
13 payments that were supposed to come from the
14 700,000 plus she had there, was supposed to
15 be used to retire the \$380,000 loan. Or, at
16 least pay the interest on it. Make payments
17 toward it, is what he's testified to. And,
18 that's the only one that has any knowledge
19 of that negotiation with the Wells Fargo and
20 this Court. The only person that had any
21 knowledge of that was himself.

22 Mike upon after
23 purchase of this property, immediately began
24 negotiation with the Bank of Nashville for
25 the construction loan. He originally

1 requested \$1,500,000. However, the bank
2 would only give them a \$700,000 line of
3 credit.

And, stated
4 something to the effect, I think it was a
5 letter, that "We'll consider the further
6 loans later." Or, something to that effect.

On December of 2000,
7 the Bank of Nashville loaned The Mill at
8 Lebanon, LLC a \$700,000 line of credit upon
9 the execution of a note and a mortgage on
10 The Mill property.

This note was signed
11 by Jean Echevarria who listed herself as the
12 manager, or managing agent, of The Mill at
13 Lebanon, LLC.

This money was
14 supposed to be used to renovate the
15 property known as The Mill. It's obvious.
16 You know, they bought a building, he and his
17 mother did. Or, his mother did. Put up the
18 capital. That was totally in terrible
19 shape. Couldn't be used for anything at the
20 time he purchased it.

And, it needed

1 durable power of attorney on May 30, 2000,
2 which was five days after — Or, five or six
3 days after this property had been purchased
4 from Jean. She was given the power of
5 attorney from Jean to handle all of her
6 business affairs and asset management.

As I've stated
7 earlier, Jean Echevarria had also conveyed
8 all her property, including The Mill, into
9 the Jean Echevarria Trust. And, made Angel
10 trustee.

In addition to the
11 line of credit account with the Bank of
12 Nashville, Angel opened a draw account with
13 the Bank of Nashville to place money in from
14 the line of credit to pay for the
15 construction costs as requested by Mike.

Angel also opened a
16 bank account with NEC, located in Lebanon,
17 to be used for the daily operating expenses
18 incurred by Mike and renovation and
19 management of The Mill.

Mike also had his
20 individual personal bank account with NEC in
21 Lebanon. Mike had no signature privileges

1 immediate renovation. That this money, this
2 other money, was borrowed for that purpose.
3 And, I find that was the reason it was
4 borrowed, to renovate this building so that
5 it could be income producing.

This note provides
6 that interest was to be paid monthly. The
7 agreement basically provided that Mike would
8 oversee the renovation. Would get the
9 contractors in there. And, the proof is
10 that he actually did hands-on renovation
11 himself.

But, I felt like the
12 proof was that he should act somewhat like a
13 general contractor. And, once they got in a
14 position where they could find tenants, that
15 he was to market the place. To find
16 tenants. To collect rent. To keep the
17 property operating and make repairs. Answer
18 questions of tenants, et cetera.

And, as he was
19 making these renovations, the agreement was
20 he would contact his sister Angel for
21 payment for these people to be paid. Angel
22 Echevarria, as I've stated, had been given a

1 on any of the accounts located with the Bank
2 of Nashville.

And, I'm of the
3 opinion, if my recollection is right, he
4 could withdraw from the NEC Bank in Lebanon.
5 And, he had a big checkbook that he couldn't
6 carry around with him. So, as a result of
7 it, he would occasionally write his personal
8 checks that he carried on his hip. And, I
9 think that was his testimony.

Mike was very
10 excited about the business. Just in May,
11 just shortly after that, he began before he
12 got any secured line of credit or anything,
13 he immediately began renovating The Mill;
14 paving, brickwork, roofing people. He began
15 to get people in there and knock walls down
16 where the building could be repaired.

And, he used some of
17 his personal money initially, a few thousand
18 dollars, to pay people before they got this
19 line of credit.

It's the only
20 testimony before this Court that he used
21 this money with the agreement of his mother.

1 And, his mother knew it was a loan. And, he
2 was to be reimbursed and paid it back.

3 Some of the work
4 that Mike did that I've made note: Rushed
5 walls down. Sandblasted the bricks. He
6 hired a company to sandblast the bricks and
7 decided it was too expensive. He could save
8 money if they just learned how to do it
9 themselves. And, they did it themselves.
10 Then, he could hire some local people, just
11 a crew, that he kind of kept working himself
12 there, cleaning up the place.

13 They cleaned up
14 trash. Cleaned up the buildings. He
15 contracted with the dumpster people to come
16 pick the trash up. He went to the zoning
17 boards and places like that to have this
18 property rezoned from manufacturing to
19 office to where they could have this type of
20 business out there. I know it was for
21 manufacturing business. And, they had to
22 have it rezoned.

23 He had some paving
24 done. And, actually had his crew to do some
25 welding of this tower and save thousands of

1 the money and never done a thing over
2 there.

3 But, several people
4 have testified that they saw him out there
5 hands-on working. And, that he was there
6 10, 12, 16 hours. He stayed — Eventually,
7 he moved there and lived there.

8 And, Mike built an
9 apartment and moved on the site with no
10 objection from his mother nor Angel. Mike
11 got various parts of the site renovated very
12 quickly so it could begin to produce income.

13 The areas that he
14 leased was the office area, which is located
15 on the west side of the large building. The
16 Intrigue Building, located on the north side
17 of the building. He leased that to Intrigue
18 Athletics. Highland, Crossroads, Lady
19 Godiva, which was a pub located in the big
20 building. The event room is located in the
21 big room. He got it renovated.

22 Shopper's Alley, he
23 got 15 to 25 cents a square foot of
24 different people opening up a flea market on
25 the weekends. And, he was making money off

1 dollars. Ultimately, he did some light
2 fixtures in the event room and saved many
3 thousands of dollars by taking some barrels
4 that were left there. And, he cut them in
5 half and painted them on the inside. And,
6 having the electrician to come and hook them
7 up, he was able to save thousands of
8 dollars.

9 He was very
10 energetic. And, he wanted to clean and
11 paint the different buildings. The office
12 building, the one that's been identified as
13 the Intrigue Building. I call it the
14 Intrigue Building because that's where
15 Intrigue Athletics is located. And, nobody
16 else ever gave it a name.

17 And, even the very
18 first year, Mike hosted a Christmas party
19 there in the year of 2000. That's how he
20 was really on the ball and really working
21 hard at trying to make this — Really, it's
22 evident from all the testimony, he wasn't
23 out to beat his mother. That was not his
24 goal. He was out totally — Had he been out
25 for that, I guess he could have just taken

1 part of it.

2 And, the Internet
3 Marketing, of this office building, as well
4 as Raymond Harris, an electrician, and
5 other people renting in this little office
6 space. But, it was his office at times as
7 well.

8 As Mike incurred
9 expenses, roofing material, supplies, et
10 cetera, he would notify Angel. She would
11 withdraw money from the line of credit and
12 would pay these from the Bank of Nashville
13 account. And, I think maybe sometimes pay
14 them from the NEC account. She would write
15 a check for them.

16 He never — He had
17 no check writing ability on these Bank of
18 Nashville accounts.

19 Angel also gave Mike
20 that Discovery Card with that \$12,000 limit
21 for living expenses, as I stated earlier.

22 And, everything
23 seemed to be going very well, until the
24 first part of 2002 when Mike was advised by
25 Angel that they were out of money. No more

1 money in the line of credit account at the
2 Bank of Nashville. And, as a result of
3 this, Mike had to practically cease
4 renovation.

5 Just a note. Mike
6 never had any type of regular compensation
7 during this four or five years that he was
8 there. His deal was that he would receive
9 one half of the profit after it was sold.
10 He did receive some Discovery Card benefits
11 that were personal in nature, 8 or 9,000,
12 and \$19,000 of compensation from the NEC
13 bank.

14 But, as far as
15 regular compensation, he says he didn't
16 have it. He lived off his girlfriend's
17 income basically during this period of time.
18 He was just trying to make the business go
19 so he could sell it and make a profit and
20 move on.

21 However, Mike
22 continued to renovate even after February of
23 2002 when he was advised there was no more
24 money. Mike continued to renovate to some
25 extent by loaning The Mill a total of

1 to be operating in the black.

2 Even in the last
3 part there, in the last couple of years, he
4 was able to make some payment toward the
5 default payments on this Bank of Nashville
6 loan. But he still — The business was
7 actually operating in the red. And, had
8 probably from the beginning.

9 But, with these
10 renovations, had he been able to complete
11 those, this Court finds that he could have
12 operated in the black. And, could have
13 ultimately retired these debts and sold this
14 business and make a profit. How much, I
15 don't know.

16 In 2004, The Mill
17 was operating at a loss. So, Mike agreed
18 that it should be sold. He agreed with
19 Angel, Sadat and Baghai. Baghai, if I'm
20 mispronouncing it, just correct it. He was
21 the attorney for Angel. He was out in
22 California. Sadat was the mortgage guru.
23 An advisor.

24 There was also a
25 CPA. But, I don't find that he really did a

1 \$110,419.66. And, that's broken down on
2 Exhibit #131. The substantial portion of
3 that came in 2002, the later part, after he
4 was notified about they were out of money in
5 the first part of 2002.

6 And, he also used
7 rental income to continue to help. And,
8 this money that Mike advanced here, the bulk
9 of it, came on the end there. I was
10 talking about there, came from the equity
11 from the profit he made on the sale of his
12 house that was located in Brentwood.

13 And, at the time
14 that Michael ran out of money, he was in the
15 process of completing or renovating other
16 portions of The Mill, particularly the
17 atrium, atrium area. He had torn out the
18 second floor and built stairs to it;
19 rerouted waterlines. He had planned to have
20 a number of shops and businesses on the
21 second floor overlooking the main floor.

22 And, these would
23 have been paying a sufficient — In his
24 opinion, these would have been paying a
25 sufficient amount of rental for the business

1 lot of advising about this. And, these
2 people were all, of course, located in
3 California, Nevada and various places. And,
4 less likelihood of having knowledge of local
5 things than local realtors or accountants or
6 residences in my opinion in general. I
7 wouldn't know a thing about — I don't know
8 much about property here. But, I know a lot
9 less about property located in California
10 and Nevada.

11 Mike contacted Mike
12 Walker, a real estate agent, after they
13 agreed that they would sell it. He
14 contacted Mike Walker, a real estate agent
15 with Cumberland Real Estate to sell the
16 property.

17 And, he suggested to
18 Mike the original listing price would be —
19 They kept saying \$1.9 million. But, it's
20 \$1,900,000. That was the original listing
21 price.

22 Apparently, it was
23 listed for awhile. And, no one showed any
24 interest. And, no contacts about it. No
25 offers. So, a couple of extensions were

1 listed on this listing contract. And, I
2 think it may have been lowered some.
3 But, after a while,
4 Angel and Sadat and Baghai became anxious to
5 sell this. And, I believe some of this,
6 they became anxious here because of this
7 bankruptcy of this \$12 million business that
8 Jean had owned in California. She owned a
9 building out there. And, it was producing
10 \$600,000 a year income.

11 And, she was living
12 an extravagant type of lifestyle, owning
13 houses and cars. Big houses. Big cars.
14 Doing a lot of gambling. Enjoying life the
15 way she wanted to, which was fine.

16 But, her tenant went
17 bankrupt out there. And, when he went
18 bankrupt, she lost this income. Sold the
19 building for \$10 million, but lost this
20 income there for awhile. And, when they
21 lost this income, she — I think things kind
22 of went sideways. And, people just — she
23 and her money advisors, who were not only
24 advising her, but taking a lot of her money
25 as well, and her daughter, all began to get

1 time said, "Too things are not going
2 right. I'm just going to file suit in
3 Nevada and be appointed conservator of
4 Mother and get this all taken care of like
5 it ought to be." Because she had developed
6 dementia and early stages of Alzheimer's.

7 And, his sister
8 said, "No, I'm going to do that too. I'll
9 get this." So, she filed a petition. And,
10 she actually got appointed conservator by
11 the Nevada Court.

12 Well, not only did
13 she get appointed, Nevada approved that this
14 property up here could be sold for \$850,000.
15 And, they just decided, I guess Mike Walker
16 must have testified down there or something.
17 But, that this would be a good value for it.
18 Or, Sadat or Baghai or some of these people
19 that didn't really have very much knowledge
20 about it, except Mike Walker possibly.

21 But, The Mill was
22 ultimately sold to Gibbs for \$900,000 with
23 no input from Michael Echevarria. And,
24 Gibbs said it was worth more than 900,000.
25 He said he would have probably given \$1

1 anxious about, well, we need to do
2 something. Something is wrong. So,
3 something needs to be fixed. And, about the
4 only thing we can fix is this Mill up here.
5 If we can just recoup what we can get out of
6 it. We're losing money. And, they were
7 losing money.

8 And so, during this
9 time, they did receive an offer of \$1
10 million, with \$100,000 deposit. Well, Mike
11 Echevarria here, he decides that's just too
12 low. That is just not enough. He would not
13 accept it. He rejects it.

14 And, upon his
15 rejecting of this, that's when I think
16 that's when Angel — And, they lost that
17 sale. — and Sadat and Baghai said, "We'll
18 just cut him out." And, they cut him out.
19 They put him out of the loop. They ignored
20 his original contract with Jean.

21 And, they didn't
22 know what it was anyway because they were
23 not involved. They cut him out and said,
24 "We'll sell it." They go to court.

25 So, Mike at this

1 million for it. But, there weren't any
2 counter-offers.

3 He offered 900,000
4 and they jumped on it. They didn't say,
5 "Well, no, we'll take a million one or
6 something." They just said, "No, we'll take
7 it."

8 So, during the
9 process of all this selling, Mike here
10 decided he'd file suit in this Court and
11 adjoin the sale of this property. And, I
12 think this Court granted a temporary
13 restraining order.

14 But ultimately, this
15 Court dismissed that restraining order.
16 And, I believe it was on January 25th, not
17 only did this Court dismiss all of his suits
18 there, but this Court ordered him off the
19 property, basically I think finding that he
20 had been terminated by the owner, or by the
21 owner's power of attorney, or the trustee of
22 the trust. And, that he was merely a
23 trespasser on the property now because he
24 had no —

25 He was no tenant.

1 And, I'm finding that again here. I
2 don't remember what all went into the
3 findings back then. And, I doubt there was
4 even a court record there. There could be,
5 but it hasn't been put before the Court this
6 week. But, I don't recall the specifics of
7 that.

8 But, I did order
9 him off the property. He had been
10 terminated. And, Angel had employed Randy
11 Thamel to be the managing agent of that
12 site called The Mill now.

13 So, he had been
14 given notice on December the 15th, a letter
15 from Angel, on behalf — In her
16 representative capacity as one of those
17 positions.

18 She was to be the
19 president. He was no longer the president.
20 For him to vacate the premises. And, he
21 didn't. He didn't vacate.

22 So, a little over a
23 month later on January 25th or the 24th,
24 this Court ordered him off. And, on the
25 25th, Randy was over there changing the

1 what happened, I don't.

2 Just a note, Mike
3 Walker testified \$900,000 was a fair value.
4 But, he did testify he didn't make a
5 counter-offer. He testified that was a fair
6 value. But, Gibbs testified he would have
7 probably given \$1 million for it. That's
8 100,000 more dollars.

9 It was only after
10 Mike was removed from this property that he
11 learned how the \$700,000 line of credit had
12 been depleted. And, I find that it was
13 wrongfully depleted by Jean Echevarria or by
14 Angel Echevarria in her representative
15 capacity.

16 Only the —
17 Certainly of all these categories that was
18 entered on Exhibit #182, the one that stands
19 out to be the most striking evidence is that
20 for Jean to take money out of this account
21 to purchase a home with and to build a
22 swimming pool, certainly that one, without
23 any argument, could not have been
24 anticipated. And, the total of that for
25 Jean, which was for her personal benefit,

1 looks on the door. And, they had a little
2 run-in. Ordered him to get off and take his
3 cars off the property or he would be
4 arrested. So, he got off the property.

5 And, the girlfriend
6 was in the apartment. And, she had to
7 leave. And, there was just all kinds of
8 problems there.

9 And, I'm sure it was
10 a factor in my decision that day that Gibbs
11 wasn't going to buy unless Mike was off the
12 property. He was merely a trespasser. He
13 had no ownership interest in this property
14 at all. I'm sure I ordered him off because
15 I didn't want them to lose the sale. I
16 didn't want them to — He had no claim or no
17 rights to live there as a tenant or
18 anything.

19 And, there were some
20 certain orders entered by these Nevada
21 Courts that was I think being argued to me
22 that I had to give full faith and credit.

It had just been a big free-for-all for
24 months and for years in many states. So, I
25 wish I had a clearer recollection of exactly

1 was 247,000. And, a lot of renovation could
2 have been done for \$247,000.

3 Several of these
4 others, he's testified, that none of these
5 others, except for the architect, were
6 supposed to be used either. And, of course,
7 the construction money was legitimate on
8 this exhibit. But, the insurance,
9 utilities, the advertising The Mill at
10 Lebanon, all these others he says, his
11 testimony is, that they were supposed — She
12 was putting up the capital. She was
13 supposed to pay these.

14 And, this hasn't
15 been rebutted. And, I don't suppose it
16 could be rebutted because Jean wasn't here
17 to testify. There was no objection to him
18 testifying to any conversations or
19 transactions between he and Jean. So, he
20 testified to those. And, there has been no
21 rebuttal.

22 He says these were
23 all anticipated that she would pay these
24 from her personal funds. She had \$600,000
25 in income a year. But, I think some of this

1 all went away when she lost her [REDACTED] and
2 everybody began to grasp, "Well, what are we
3 going to do now?"

And, that's when she
4 began to see other people and try to figure
5 out what to do and take advice from people
6 that were charging her a lot of money.

Now, there's been
7 some argument about the fact that there was
8 \$100,000 after the house on Gerry Drive was
9 sold. There was \$100,000 placed in the Bank
10 of Nashville account. That was after some
11 of this \$247,000 was removed for buying the
12 house or property on the Dessert Highland
13 Drive.

Then ultimately,
14 there was 140 something thousand, or other
15 monies deposited in this account with the
16 Bank of Nashville.

But, the \$100,000
17 which was made sometime in 2001 before all
18 the money was removed, was money that Jean
19 realized from the sale of her property in
20 Nevada. Even though it's where her daughter
21 lived, her daughter, the testimony is, only

1 contract.

So, I don't really
2 believe they are a very meaningful argument
3 there for the bulk of that money that was
4 argued. I think it was maybe \$304,192.38.
5 the bulk of that money, all but \$100,000 was
6 merely to prevent foreclosure and so forth.
7 It was payments on default, the way I
8 understand the testimony.

The only testimony
9 before this Court is that all the \$50,000 of
10 the money that was of the \$700,000 to the
11 Bank of Nashville, was to be used for
12 renovation of the building so it could be
13 sold and the profits split.

But, there was
14 evidence in the record the \$50,000 was
15 supposed to be reimbursed to Jean.

I find that this
16 wrongful withdrawal of these funds, as well
17 as the wrongful interference with his
18 selling this property, prevented Mike from
19 performing his contract, which was complete
20 renovation and to sell the property.

I find the interest

1 worked two or three months in the last
2 several years. Had no income, other than
3 living off her mother, it's evident from the
4 testimony that's been before the Court.

But, she could have
5 made a gift to her daughter. I don't know
6 what the law is out there. But, I find that
7 the \$100,000 for this property was also in
8 her name, as well as her daughter's. So, I
9 find this was Jean's \$100,000. This was
10 just part of the capital outlay that — Or,
11 some other reimbursements of some of the
12 money she removed. Some of the roughly
13 \$400,000.

And, as far as these
14 payments, these subsequent payments that
15 were mostly made in 2003, later part of 2002
16 and 2004, those years — And, that was on
17 Exhibit #216 that tells exactly when those
18 payments were made. Those were all made
19 after default. After all the money was
20 deleted from the account. Those were made
21 to catch up on payments, not to put money in
22 the bank for renovation or construction or
23 repair to live up to the terms of the

1 on the loan to Wells Fargo and the Bank of
2 Nashville were to be paid by Jean. And, not
3 from the proceeds of this building loan.
4 This building loan was to be used for
5 renovation, this line of credit. And, only
6 for that, except for the \$50,000. And, any
7 other expenditure was a wrongful expenditure
8 by Jean or her agent, power of attorney or
9 trustee.

In a breach of
10 contract situation, one has a right to ask
11 for specific performance, or if that cannot
12 be accomplished, and it can't be in this
13 because there's no way to determine what the
14 profit would have been had he been allowed
15 to finish and sell this property. Or in the
16 alternative, the value of his performance.

And, I find that
17 this is an expressed oral contract. It's
18 not implied in any form or fashion. It's
19 expressed. It may be in some form or
20 fashion, but it's actually an expressed
21 contract.

I find that it was
22 because of Jean Echeverria and her agents,

1 and/or agent's doings, wrongful doings, that
2 renovation wasn't finished. And, as I've
3 stated, the value of his services, he's
4 testified the value of his services in his
5 opinion would be \$8,000 per month. And,
6 the CPA testified that that was reasonable.

7 And, his services
8 was, he acted as a joint contractor. He
9 went in and dealt with the zoning people.
10 Made application for it to be rezoned from
11 manufacturing to business. He marketed the
12 different businesses there. He did
13 brochures and various things. He worked
14 with the tenants.

15 He actually
16 improvised at times, making the light
17 fixtures and digging the pit for the
18 Intrigue. He actually learned how to
19 sandblast and oversaw that work so they
20 could save money. He built a tower. He got
21 his own welder to do the work. He
22 negotiated with different contractors to get
23 a good price on everything.

24 He billed his
25 sister. And, he mailed invoices and various

1 the building and does there. Recruited
2 vendors for the Shopper's Alley.

3 He worked different
4 places trying to — And, he did finally
5 secure a construction loan or line of
6 credit. He had some commercial leases
7 prepared. He hired a local artist to do
8 some paintings for the Pub and for business
9 there in general. Oversaw the paving.

10 He had the apartment
11 built. Worked with the fire department and
12 BellSouth Pioneers for the Toys for Tots.
13 Saw that the roofing was done. Having the
14 second floor removed. And, worked
15 diligently getting tenants to be there.

16 He was collecting
17 quite a bit of rent at the time he was
18 moved out. I've got that written down
19 somewhere. I'll try to cover it.

20 So, I think when we
21 consider all the things that he did, that
22 this \$8,000 a month. And, particularly in
23 light of the fact that Angel hired Randy
24 Thramel for four weeks for \$5,000 with a lot
25 less responsibilities. And, you know, his

1 things to his sister. And, he had a bad
2 method of managing, collecting bills and
3 then mailing them to his sister. His sister
4 would keep them in a box. Nobody ever
5 looked at them.

6 But, this is
7 consistent with what he felt like his
8 duties were to manage this business,
9 oversee the construction and manage the
10 business and mail the bills to her and let
11 her pay them. He didn't have the ability to
12 write checks.

13 He also dealt with
14 engineers, structural engineers, roofing
15 people, dealt with — He had the property
16 appraised. He dealt with attorneys, Wells
17 Fargo, Bank of Nashville.

18 He replaced broken
19 bricks in the sidewalk; has his employees do
20 that. He fixed windows. Cleaned up the
21 lint room. I know he talked about that was
22 a real job. He hosted he — He marketed the
23 event room and hosted parties and various
24 things there. He dealt with the waste
25 management people. He sold scrap metal from

1 real basic responsibility was to see to it
2 that he got Mike out of there.

3 And, he didn't work
4 12 or 15 hours a day. He worked other jobs.
5 He kind of came on and left. He was just
6 overseeing the property a little bit. Not
7 overseeing construction. And, he wasn't
8 doing any constructing. He was collecting
9 some rents he said. He was only there a
10 month. He was only there a month. But, he
11 was doing very little. And, he was worth
12 5,000.

13 I did find though
14 that even though he's entitled — And, I'm
15 giving him judgment against the Defendants
16 for \$8,000 a month from May 24, 2000 until
17 the date he left, which was January 25,
18 2005.

19 He testified that he
20 did receive some compensation from NEC
21 drafts, banks, checks or something;
22 \$19,179.47. I'm offsetting the judgment of
23 that amount.

24 He testified that
25 some of the Discovery items were personal in

1 nature and should not be charged against the
2 business; \$8,291.83. And, I'm deducting
3 that amount from what he's entitled to.

4 I'm allowing this
5 judgement to draw interest from the date
6 that he was — The property was actually
7 sold. Because that's when the profit would
8 have been split would there have been
9 profit, which was 2/3/05.

10 The next issue is
11 about the money loaned. There was only
12 testimony before this Court that he loaned
13 The Mill \$110,419.66 with the agreement with
14 his mother that this was a loan and that it
15 would be repaid; paid back to him.

16 And, there was no
17 counter-evidence to this at all. He showed,
18 testified where he got the money from. From
19 the sale of his house. He only used — The
20 bulk of this money only came in after he
21 started on 1/27 after — Just immediately
22 during or before. And, after he found out
23 they were broke. There was no more money in
24 the line of credit.

25 There are various

1 Plaintiffs in the Complaint Brief does not
2 apply.

3 There was no lease.
4 No rent was paid. Just part of the big
5 picture here.

6 I find that Mike
7 Echevarria was not a tenant of Jean
8 Echevarria or The Mill, nor of The Mill,
9 LLC; of Lebanon, LLC.

10 Upon Mike Echevarria
11 being discharged as president and requested
12 to vacate December 15, 2004, he became a
13 trespasser. I find that Angel Echevarria on
14 behalf of the Jean Echevarria Trust, or
15 power of attorney or conservator, had the
16 right to enter the premises and remove Mike
17 Echevarria and his possessions.

18 Angel, in her
19 representative capacity had a duty to see
20 that the trespasser suffered no injury or
21 loss as a result of intentional, willful
22 or wanton conduct —

23 (There is an
24 interruption in
25 the proceedings.)

1 other payments that he made above. He
2 testified that a lot of times, he was out
3 and had his personal checkbook. And, it was
4 easier for him just to write a check, than
5 it was to — He couldn't carry the big
6 checkbook around with him everywhere he
7 went. It was simpler for him to do that.

8 But, I'm, based upon
9 the only testimony before this Court, it was
10 a loan. And, she had agreed to this.
11 Agreed to pay him back. I'm giving him
12 judgement for that \$110,419.66 against the
13 Defendants.

14 And, 10 percent
15 interest to draw from 3/3/2002. I made that
16 from the last one. I used my discretion.
17 Because I'm not going up here on each one of
18 these \$144 on 5/19. It would be an
19 accountant's nightmare. And, I'm not going
20 to put anybody through trying to figure out
21 what that would be.

22 The last issue of
23 the Plaintiff, this wrongful ouster. As I
24 have stated, Mike Echevarria was not a
25 tenant. So, the statute referred to by the

1 THE COURT: The landowner
2 had the duty to simply refrain from doing or
3 inflicting unnecessary or willful or wanton
4 injury to the goods of the occupant. Not
5 act with complete indifference to the
6 consequences.

7 It is evident that
8 Angel in her official capacity as some of
9 these power of attorney, president of The
10 Mill, conservator, trustee, had control of
11 The Mill after Mike was ejected on January
12 25, 2005. She or her agents are the only
13 ones that had access to the apartment or
14 building after January 25, 2005.

15 Mike has testified
16 under oath that these items were there when
17 he was removed. And, that they were not in
18 the storage when he went to pick them up.
19 These items are on Exhibit #175.

20 He has testified to
21 these items and to the value. Angel
22 testified that they helped pack these items,
23 or packed these items. It is evident from
24 looking at the pictures, that the items were
25 packed roughly, in a rough manner, loose

1 manner, whatever. A lot of items were just
2 thrown in the boxes, broken and torn up.

3 Plants were taped
4 down from the top, over the top, ruined.
5 And, she also testified that the marble
6 table was broken to pieces. Now, there was
7 a picture of it entered. I don't recall
8 when that picture was taken or if it was
9 ever testified to when. But, it wasn't in a
10 broken condition when the picture was taken.

11 There was also a
12 wooden table broken and various other items
13 of hers broken or damaged. Computers
14 damaged. Computers missing. Computers
15 taken. Files taken. Amanda walking out of
16 the building with something in her hand.
17 Mike Walker walking out of the building with
18 something in hand. There were pictures
19 evidencing this.

20 The fact that Amanda
21 cursed and mocked, made fun of Caroline, the
22 girlfriend of Mike's, on 2/2/05.

23 Angel allowed Randy
24 Trammel to change the locks, which prevented
25 Mike from removing his items. Randy Trammel

1 So, Angel says his
2 employee was up there and let them in. So,
3 apparently, there were a lot of people that
4 had keys running around. And, we don't know
5 who these people were. We don't know if
6 they had a criminal background or anything
7 else. We don't know. But, we know who was
8 in control and in charge of this building,
9 was Jean or her agent.

10 Nevertheless, I find
11 that Angel was in charge, had control of the
12 building and Mike's items. She had control
13 of them as well. Even if she acted
14 willfully, or maliciously or intentionally.
15 And, I really don't find that she acted that
16 way personally. There was some testimony
17 that she may have said something. But, she
18 said she didn't, but her daughter did.

19 But, I find that she
20 did act indifferently as to the consequences
21 of what happened to Mike's property. And,
22 therefore, Jean is liable, or The Mill is
23 liable, or the Trust is liable. All the
24 Defendants are liable to Mike for the amount
25 that he's testified to: \$17,485.

1 threatened arrest, to have Mike arrested if
2 he didn't leave the premises and remove his
3 vehicles from the parking lot. So, Mike
4 did that.

5 Randy allegedly gave
6 keys to Mike Walker who doesn't recall; he
7 denies. Randy says he wasn't there on the
8 day the items were removed for storage.
9 But, Walker must have let them in, is what
10 Randy Trammel says. Walker denies letting
11 anybody in that day.

12 Walker says he was
13 never in the apartment before the items were
14 removed on 2/2 after eviction. However, he
15 showed Gibbs the apartment, who is the
16 ultimate purchaser of the apartment,
17 sometime before closing on 2/3/05.

18 Angel says that an
19 employee of Randy had a key and let them in
20 on the 2nd. That wasn't consistent with
21 Randy Trammel's testimony who did not give a
22 key to anybody other than Walker. He said
23 that must be how they got in was through
24 Walker. He didn't testify he had his
25 employee up there to let them in.

1 And, some of the
2 reasons for this is that Angel allowed her
3 mother to take a mirror and some wine. She
4 allowed her daughter in the building,
5 knowing that her daughter, Amanda, had had
6 some criminal problem. I don't know exactly
7 what it was. But, some. And, that Amanda
8 did not have any use for Caroline. And,
9 that she had cursed her and mocked her.

10 And, she allowed
11 Randy Trammel and/or his employees free
12 access to the apartment and building. She
13 allowed Mike Walker access. I feel like she
14 breached her duty to not allow something
15 adversely to happen to Mike's property. To
16 be totally indifferent to the consequences
17 of what might happen.

18 As of the date that
19 these items were removed, he was denied use
20 of the property January 25, 2005, I'll allow
21 him 10 percent interest from the date;
22 judgment of that date.

23 As far as
24 Defendant's claim for malfeasance,
25 misfeasance, conversion, et cetera, I find

1 there was no evidence at all in Court
2 that there was any malfeasance, misfeasance
3 or conversion of property by Mike
4 Echevarria.

5 And, he had the Rub
6 leased for \$2800 or 3000. He had Highland
7 rented, or Crossroads, for 5000. The Alley
8 for 15 or 25 cents a square foot. Intrigue
9 for 5000. I feel like that he was really
10 energetic and doing a good job.

11 He worked several
12 hours a day. He worked very well diligently
13 and hard to get tenants to do whatever they
14 wanted to get them to come there. Like
15 Intrigue, he spent months wooing her there.

16 I don't find that he
17 converted any funds. I know he used funds
18 from the Discovery and from the NEC. But,
19 he wasn't being compensated any money. He
20 was — The deal was, he was going to split
21 after it was over.

22 I just have to find
23 I guess, that that might be implied. That
24 one has to have food to eat to survive.
25 And, not only was this food, but this was

REPORTER'S CERTIFICATION

1
2
3 I, Teresa D. Hatcher, Court
4 Reporter, do hereby certify: That I
5 reported the CHANCELLOR'S RULING IN THE
6 MATTER OF: MICHAEL ECHEVARRIA VERSUS JEAN
7 ECHEVARRIA AND THE JEAN ECHEVARRIA TRUST,
8 being case No. 05-040 on December 1, 2006.

9 The said testimony was reduced to
10 typewritten form, and the foregoing
11 transcript (Pages 1-50) is a true and
12 accurate record of said proceedings to the
13 best of my skills and ability.

14 Further, that I am neither counsel
15 for nor related to any of the parties
16 involved therein, and I have no financial or
17 otherwise interest in the outcome of these
18 proceedings whatsoever.

19 This _____ day of _____, 2006.

20

21

22

23

24 My commission expires: March 9, 2008

25

Teresa D. Hatcher
Court Reporter

1 alcohol and so forth that he bought. But, I
2 think recreation and things like that, I
3 understand that people — No life at all for
4 five years would be the same thing as being
5 in prison.

6 So, that's not a
7 stretch of my imagination to see that there
8 was implied and understood that he would be
9 using some of the funds from the NEC
10 account. And, the Discovery card was just
11 handed to him with a \$12,000 limit. And, it
12 was testified it was to cover his cost of
13 living. I don't find that these were
14 inappropriate. Certainly, not a conversion.
15 And, he's testified honestly and truthfully
16 about them, that they should be credited
17 against, or debited against what judgment he
18 has.

19 I'm going to require
20 Defendant to pay the court cost. That's all
21 my findings; all my conclusions. Mr. Kane,
22 Ms. Kane, if you'll prepare the order.

23 MR. KANE: Yes, Your Honor.

24 THE COURT: Thank you.

25 THIS CONCLUDED THE CHANCELLOR'S RULING.

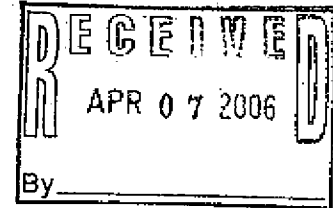
EXHIBIT

12

CERTIFIED COPY

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE

AT LEBANON



MICHAEL A. ECHEVARRIA,

PLAINTIFF,

VS.

NO. 05-040

THE MILL AT LEBANON, LLC,

DEFENDANT,

AND

THE JEAN R. ECHEVARRIA TRUST,

DEFENDANT,

AND

JEAN ECHEVARRIA, INDIVIDUALLY,

DEFENDANT.

DEPOSITION OF MARC M. ASHEGHIAN

MARCH 3, 2006

REPORTED BY:
JULIE MEEHAN
CSR NO. 12341

Seijas Court Reporters

A Professional Corporation

*1260 Huntington Drive, Suite 107, South Pasadena, California 91030
(626) 799-0810 ~ Fax (626) 799-5565*

1- TO DO FOR MS. JEAN ECHEVARRIA?

2 A WE WERE EMPLOYED TO LOOK AT THEIR TAX
3 SITUATION AND DO SOME TAX PLANNING AND COMPLIANCE TO THE
4 TAX RETURNS FOR 2003 AND ONWARD.

5 Q HAD THERE BEEN A FORMER C.P.A. FIRM THAT WAS
6 DOING THE TAX WORK FOR MS. ECHEVARRIA?

7 A YES.

8 Q DID YOU HAVE OCCASION TO REVIEW ANY OF THE TAX
9 WORK THAT THIS FORMER FIRM HAD DONE FOR MS. ECHEVARRIA?

10 A YES.

11 Q WAS THAT FORMER FIRM CHAVEZ AND KOCH?

12 A YES.

13 Q AND ARE THEY OUT OF LAS VEGAS?

14 A YES.

15 Q NOW, DO YOU KNOW ANGEL ECHEVARRIA SITTING HERE
16 TO MY LEFT?

17 A YES.

18 Q AND HOW DO YOU KNOW ANGEL?

19 A OUR DEALINGS WERE MOSTLY THROUGH ANGEL WHEN WE
20 WERE DEALING WITH JEAN. ANGEL WAS HANDLING ALL OF
21 JEAN'S AFFAIRS AND STILL IS.

22 Q ARE YOU AWARE, SIR, THAT ANGEL IS A SUBSTITUTE
23 TRUSTEE FOR THE JEAN ECHEVARRIA TRUST?

24 A YES.

25 Q AND ARE YOU AWARE THAT ANGEL HAS A POWER OF

8
SEIJAS COURT REPORTERS

1 CLIPPED COPY OF WELLS FARGO BANK STATEMENTS FROM IT
2 LOOKS LIKE JULY OF '05 THROUGH DECEMBER OF '05.
3 (DEFENDANTS' EXHIBIT 158 WAS MARKED
4 FOR IDENTIFICATION BY THE DEPOSITION
5 OFFICER AND IS ATTACHED HERETO.)
6 Q BY MR. KANE: IT APPEARS FROM THIS CHECKING
7 ACCOUNT THAT THE TRUST SPENT \$42,210.19 IN JULY OF 2005.
8 A OKAY.
9 Q \$78,551.71 IN AUGUST OF 2005. \$26,375.21 IN
10 SEPTEMBER OF 2005. \$40,175.77 IN OCTOBER OF 2005.
11 \$36,608.06 IN NOVEMBER OF 2005. AND \$26,794.94 IN
12 DECEMBER OF 2005.
13 A OKAY.
14 Q WHAT IS GIVING RISE TO THESE LARGE OUTLAYS OF
15 EXPENSES EACH MONTH? THERE'S 26 ON THE LOW END AND 78
16 ON THE HIGH END FOR FIVE OR SIX MONTHS IN A ROW?
17 A WELL, WE HAVE A BREAKDOWN OF ALL THE --
18 ACTUALLY, WE DID AN ACCOUNTING ON A MONTHLY BASIS ON ALL
19 THESE DISBURSEMENTS. SOME ARE, YOU KNOW, LATE PAYMENTS
20 BECAUSE THEY DIDN'T HAVE ANY MONEY FOR A LONG TIME, A
21 LOT OF THEIR LIVING EXPENSES WERE NOT PAID FOR QUITE
22 SOME TIME. THERE'S MORTGAGE PAYMENT, JUST GENERAL
23 LIVING EXPENSES. THERE'S MONIES THAT THEY HAD TO BORROW
24 ON THEIR CREDIT CARDS. THEY HAD TO BORROW A LOT OF
25 MONEY ON CREDIT CARDS AND THERE IS A SIGNIFICANT



1 PRIOR FOUR OF JULY THROUGH OCTOBER.

2 A JULY THROUGH OCTOBER?

3 Q WELL, ACTUALLY, I DON'T THINK WE STARTED AT
4 JULY. I DON'T KNOW WHY WE DIDN'T GO BACK WITH THE
5 STATEMENTS. ANY REASON WHY THOSE STATEMENTS WERE NOT
6 PROVIDED?

7 A THIS ACCOUNT WAS OPENED, I THINK, IN JULY OF
8 2005 BECAUSE THE BEGINNING BALANCE ON JUNE 30 WAS ZERO.

9 Q ALL RIGHT. GO TO CHECK NUMBER 1048 WHERE THE
10 CHECKS START ABOUT HALFWAY BACK. THAT'S THE CHECK I
11 MENTIONED EARLIER \$8,350 ON NOVEMBER 1. AND THEN 20
12 DAYS LATER ANOTHER \$8,000 CHECK.

13 A WHAT STATEMENT IS THAT?

14 Q THIS WOULD BE NOVEMBER 1 THROUGH NOVEMBER 30
15 STATEMENT, THE FIRST PAGE WITH THE ACTUAL CANCELED
16 CHECKS.

17 A OKAY. \$8,350 THAT WAS WHAT WAS PAID TO US.

18 Q AND \$8,000 ON 11/21 AND \$8,000 ON 12/15. SO
19 YOU DID IN EXCESS OF \$24,000 IN BILLING JUST FROM THAT
20 MONTH OR TWO?

21 A I WOULD ASSUME SO, YES. IT COULD HAVE BEEN A
22 LOT OF BALANCES THAT WERE LEFT OVER FROM THE PRIOR
23 PERIOD THAT WERE NOT PAID.

24 Q THAT WAS OWED TO THE TAX CONSULTING GROUP?

25 A YES, WE WERE PAID IN INSTALLMENTS. THERE WAS



1 SIGNIFICANT WORK DONE WITH RESPECT TO THE SALE OF THE
2 UNION PACIFIC PROPERTY.

3 Q IT APPEARS OUT OF THIS ACCOUNT ALL THE
4 HOUSEHOLD BILLS WERE PAID, MAINTENANCE, UTILITIES?

5 A YES.

6 Q I THINK THERE WAS EVEN A CHECK TO THE
7 DEPARTMENT OF MOTOR VEHICLES.

8 A YES.

9 Q IS JEAN ECHEVARRIA ALLOWED TO DRIVE?

10 A WELL, SHE HAS A CAR WHICH IS THE MERCEDES AND
11 WE HAVE RECOMMENDED THAT SHE SELL THE CAR.

12 Q ARE YOU AWARE OF WHO DRIVES THE VEHICLE?

13 A I WOULD ASSUME THE TRUSTEE DRIVES THE VEHICLE.

14 Q THERE IS A \$5,000 CHECK, CHECK NO. 1119, TO
15 SAMANTHA ARMSTRONG, PARTIAL PAYMENT?

16 A THOSE ARE MONIES THAT ANGEL BORROWED ON BEHALF
17 OF JEAN TO SURVIVE DURING THOSE PERIODS WHERE THEY HAD
18 NO MONEY.



19 Q DO YOU KNOW WHO SAMANTHA ARMSTRONG IS?

20 A IS SHE RELATED TO YOU? A FRIEND.

21 Q RICARDO VILLANUEVA, \$5,000?

22 A SAME THING, RICARDO IS A FRIEND OF THE FAMILY
23 THAT ADVANCED THEM \$10,000 OR \$12,000 TO LIVE.

24 Q ANGEL ECHEVARRIA, CHECK 1133 FOR \$2,000. WHY
25 WAS SHE PAID \$2,000?

90
SEIJAS COURT REPORTERS

EXHIBIT

13

WELLS FARGO BANK, N.A.
P.O. BOX 6995
PORTLAND, OR 97228-6995

Page 1 of 3

291,945

(CO114)
334-2099383
07/31/05
16

Account Number:
Statement End Date:
Number of Enclosures:



JEAN R ECHEVARRIA TRUST
11900 W OLYMPIC BLVD STE 540
LOS ANGELES CA 90064-1161



If you have any questions about this statement or your accounts, call: 800-225-5935 (1-800-CALL-WELLS).

Our Accounts at a Glance

Account Type	Beginning Balance	Deposits/ Credits	Withdrawals/ Debits	Ending Balance
Basic Business Checking 334-2099383	0.00	150,002.00	- 42,210.19	107,791.81

Services from Wells Fargo

As a Check Return Customer, enjoy the convenience of having your checks in one easy-to-read statement!

Beginning in mid-November through mid-December, you'll receive our new Wells Fargo Premium Statement with check images service. This service provides the printed images of the front and back of your paid checks, four checks per statement page, sorted by check number.

All pertinent check information will be captured for your records and proof of payment.

Wells Fargo will retain the check images for seven years (or longer as required by applicable law) from the date each check is paid against your account.

Your account will be automatically enrolled in this new service option and will replace your current check return service.

The price for this service will be the same as you currently pay for your Checks Returned with Paper Statement service. A monthly fee will be assessed even if no checks are paid against your account.

You can also view, save and print images of the front and back of your paid checks using Wells Fargo Online Banking service.

Basic Business Checking 334-2099383

Jean R Echevarria Trust

Jun 30	Beginning Balance	0.00
Jul 31	Ending Balance	107,791.81

Deposits and Credits

Effective Date	Posted Date	Transaction Detail	Amount
	Jul 18	Transfer From DDA # 000003152655696	150,000.00
Jul 31	Jul 29	Monthly Check Return/Image Stmt Fee Rev	2.00

continued on next page

291,946
Account Number:
Statement End Date:

334-2099383
07/31/05

Jean R Echevarria Trust

Withdrawals and Debits

Effective Date	Posted Date	Transaction Detail	Amount
Jul 19		Harland Checks Check/Acc. 071805-000159575402 Jean R Echevarria Tru	- 147.84
Jul 26		Transfer To DDA # 000000411439557	- 4,700.00
Jul 31	Jul 29	Monthly Check Return/Image Stmt Fee	- 2.00

Checks Paid

Check #	Date	Amount	Check #	Date	Amount
	Jul 25	17,927.75	1010	Jul 25	750.00
1001	Jul 21	305.98	1011	Jul 27	363.00
1002	Jul 26	78.88	1012	Jul 27	686.00
1003	Jul 27	16.83	1013	Jul 25	3,425.10
1004	Jul 26	84.51	1014	Jul 25	3,000.00
1005	Jul 29	47.22	1015	Jul 25	1,591.93
1006	Jul 29	47.88	1019	Jul 27	7,841.51
1007	Jul 26	223.00	1020	Jul 28	15.00
1008	Jul 26	355.76	1028	Jul 29	600.00

* Gap in Check Sequence

* Check converted to an electronic format by your payee or designated representative. Checks converted to electronic format cannot be returned, copied or imaged. See section below for item details.

+ Substitute check or original item may not be available for return in statement

Converted check information

Check	Description
-------	-------------

The following checks were converted to electronic transactions. Image not available.
1011 TERRAWEST ARC PA PAYMENT 1011 ECHEVARRIA JEAN

Daily Balance Summary

Date	Balance	Date	Balance
Jun 30	0.00	Jul 26	117,409.25
Jul 18	150,000.00	Jul 27	108,501.91
Jul 19	149,852.16	Jul 28	108,486.91
Jul 21	149,546.18	Jul 29	107,791.81
Jul 25	122,851.40		

For Your Interest

Want more time to enjoy your summer? With Wells Fargo Business Online Banking you'll have FREE access to a wide range of services designed to save you time and allow you to get the most out of your summer. Manage your accounts in real-time, view account activity, instantly transfer money between accounts, and more - all online, anytime. Add Business Bill Pay and the WellsTAX service, and you'll also be able to pay invoices, bills and make business tax payments the secure, fast and easy way. Enroll today at wellsfargo.com/biz.

Thank you for banking with Wells Fargo.



WELLS FARGO BANK, N.A.
P.O. BOX 6995
PORTLAND, OR 97228-6995

Account Number:
Statement End Date:
Number of Enclosures:

JEAN R ECHEVARRIA TRUST
11900 W OLYMPIC BLVD STE 540
LOS ANGELES CA 90064-1161

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Our Accounts at a Glance

Account Type	Beginning Balance	Deposits/ Credits	Withdrawals/ Debits	Ending Balance
Basic Business Checking 334-2099383	107,791.81	2.00	- 78,551.71	29,242.10

News from Wells Fargo

The Wells Fargo Select Health Insurance Program Can Help You Achieve Financial Security, Now And In The Future.

Wells Fargo Insurance offers a broad selection of Small Business health insurance plans and experienced professionals who will help you find the health plan that meets your needs*.

View quotes, compare plans, and purchase online.

Access licensed professionals who will give you personal attention, clear explanations and unbiased advice - a free service to you and your business.

Health Savings Accounts (HSAs) are available with qualified plans.

Follow these three simple steps:

1. Log on to www.wellsfargo.com/biz/insurance or call toll-free 1-866-860-3030.

2. Request a quote. The online application takes less than 5 minutes and you'll receive multiple quotes immediately.

3. Select an insurance provider. Review the quotes provided by multiple insurance providers and select the one that works best for your needs.

*Services provided by eHealthInsurance.

Insurance products are available through Wells Fargo Insurance, Inc. or licensed affiliates and in California through Wells Fargo Bank, N.A., CA license #0800827.

- Not insured by the FDIC or any federal government agency.
- Not a deposit of or guaranteed by any bank.

Continued on next page

Jean R Echevarria Trust

Account Number:
Statement End Date:334-2099383
08/31/05**Basic Business Checking 334-2099383**

Jean R Echevarria Trust

Jul 31	Beginning Balance	107,791.81
Aug 31	Ending Balance	29,242.10

Deposits and Credits

Effective Date	Posted Date	Transaction Detail	Amount
		Aug 31 Monthly Check Return/Image Stmt Fee Rev	2.00

Withdrawals and Debits

Effective Date	Posted Date	Transaction Detail	Amount
		Aug 31 Monthly Check Return/Image Stmt Fee	- 2.00

Checks Paid

Check #	Date	Amount	Check #	Date	Amount
	Aug 01	12,406.86	1052	Aug 17	34.53
1009	Aug 02	224.00	1053	Aug 17	772.26
1016	Aug 02	126.28	1054	Aug 15	390.62
1027	Aug 01	709.82	1055	Aug 17	140.00
1029	Aug 01	1,241.00	1056	Aug 16	413.40
1030	Aug 03	135.00	1057	Aug 15	310.00
1031	Aug 01	230.00	1058	Aug 16	74
1032	Aug 01	175.31	1059	Aug 15	230.00
1033	Aug 02	137.00	1060	Aug 12	3,123.10
1034	Aug 01	1,122.10	1061	Aug 17	354.00
1035	Aug 08	670.00	1062	Aug 15	484.98
1037	Aug 11	10,000.00	1063	Aug 17	226.00
1038	Aug 09	15,000.00	1064	Aug 12	1,100.00
1039	Aug 18	1,322.00	1066	Aug 24	3,664.70
1040	Aug 30	9,843.50	1067	Aug 16	518.57
1043	Aug 04	2,125.10	1068	Aug 25	4,300.00
1045	Aug 04	3,000.00	1071	Aug 30	205.43
1049	Aug 10	3,185.00	1072	Aug 30	190.00
1050	Aug 16	364.27			

* Gap in Check Sequence

Daily Balance Summary

Date	Balance	Date	Balance
Jul 31	107,791.81	Aug 12	53,081.24
Aug 01	91,906.72	Aug 15	51,665.64
Aug 02	91,419.44	Aug 16	50,294.52
Aug 03	91,281.44	Aug 17	48,767.72
Aug 04	86,159.34	Aug 18	47,445.72
Aug 08	85,489.34	Aug 24	43,781.00
Aug 09	70,489.34	Aug 25	39,481.00
Aug 10	67,304.34	Aug 30	29,242.10
Aug 11	57,304.34	Aug 31	29,242.10

Continued on next page

WELLS FARGO BANK, N.A.
P.O. BOX 6995
PORTLAND, OR 97228-6995

Page 1 of 3

287,598



(CO114)
334-2099383
09/30/05
22

Account Number
Statement End Date
Number of Enclosures

JEAN R ECHEVARRIA TRUST
11900 W OLYMPIC BLVD STE 500
LOS ANGELES CA 90064-1161

If you have any questions about this statement or your accounts, call 800-225-5935 (1-800-CALL-WELLS).

Our Accounts at a Glance

Account Type	Beginning Balance	Deposits/Credits	Withdrawals/Debits	Ending Balance
Basic Business Checking 334-2099383	29,242.10	90,002.00	- 26,375.21	92,868.89

News from Wells Fargo

Online Statements & Check Images - another time saving solution from Wells Fargo Business Online Banking. Now you can view, print and download your statements and check images online anytime. Banking online can also help protect your business from fraud by eliminating the need to send statements and check images through the mail. Roll today to get more convenience, control and security for your business. Just go to www.wellsfargo.com/biz.

Basic Business Checking 334-2099383

Jean R Echevarria Trust

Aug 31	Beginning Balance	29,242.10
Sep 30	Ending Balance	92,868.89

Deposits and Credits

Effective Date	Posted Date	Transaction Detail	Amount
Sep 27	WT Fed#00418	East-West Bank Org. Governance Management Corp. Sfr/H	
		80035490 Trn#050927061919 Rfb#	90,000.00
Sep 30		Monthly Check Return/Image Stmt Fee Rev	2.00

Withdrawals and Debits

Effective Date	Posted Date	Transaction Detail	Amount
Sep 27		Wire Trans Svc Charge - Sequence 050927061919 Sfr/H-80035490	- 10.00
Sep 27		Trn#050927061919 Rfb#	- 598.90
Sep 27		Nevada Power Bill Pay 050926 1182127841 Nevada Power	- 4.95
Sep 27		Billmatrix Bill Pay 050926 1182127842 Billmatrix	- 2.00
Sep 30		Monthly Check Return/Image Stmt Fee	- 2.00

Continued on next page

Jean R Echevarria Trust

Checks Paid

Check #	Date	Amount	Check #	Date	Amount
1041	Sep 13	4,474.02	1082	Sep 01	1,280.50
1042	Sep 29	11,000.00	1083	Sep 14	3,818.31
1069	Sep 01	31.95	1084	Sep 12	1,025.39
1070	Sep 02	240.73	1085	Sep 15	104.00
1073	Sep 02	101.00	1086	Sep 14	338.00
1074	Sep 01	399.00	1090	Sep 29	239.00
1075	Sep 01	106.77	1091	Sep 29	188.00
1076	Sep 01	784.00	1095	Sep 30	154.00
1077	Sep 02	70.00	1096	Sep 29	140.00
1078	Sep 06	20.00	1097	Sep 30	517.85
1079	Sep 01	170.34	1098	Sep 30	556.00

Gap in Check Sequence

Daily Balance Summary

Date	Balance	Date	Balance
Aug 31	29,241.00	Sep 14	16,381.59
Sep 01	26,461.00	Sep 15	16,277.59
Sep 02	26,051.31	Sep 27	105,663.74
Sep 06	26,031.31	Sep 29	94,096.74
Sep 12	25,011.00	Sep 30	92,868.89
Sep 13	20,537.00		

For Your Interest

Wells Fargo would like to remind our business customers that we charge a \$5.00 check cashing fee to any person without an account with Wells Fargo for any business check drawn on a Wells Fargo account, including payroll checks. Recently, the check cashing fee has been challenged based on an argument that the California Labor Code (section 212) requires that an employer make wage payments available to its employees without discount. Wells Fargo disagrees with the challenge of charging a check cashing fee to persons without an account with the Bank.

As a reminder, Wells Fargo provides free checking accounts with direct deposit for which no monthly service fees are incurred. To learn more about free checking with direct deposit, and other services provided by Wells Fargo that can help your employees avoid the check cashing fee, please contact your local Wells Fargo location, relationship manager or call the number on your statement.

Thank you for banking with Wells Fargo.

WELLS FARGO BANK, N.A.
P.O. BOX 6995
PORTLAND, OR 97228-6995

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279,119

(CO114)

Account Number

334-2099383

Statement End Date

10/31/05

Number of Enclosures

33

JEAN R ECHEVARRIA TRUST
11900 W OLYMPIC BLVD STE 500
LOS ANGELES CA 90064-1161

If you have any questions about this statement or your accounts, call 800-225-5935 (1-800-CALL-WELLS).

Your Accounts at a Glance

Account Type	Beginning Balance	Deposits/ Credits	Withdrawals/ Debits	Ending Balance
Basic Business Checking 334-2099383	92,868.89	2.00	40,175.77	52,695.12

News from Wells Fargo

Save time and effort while enjoying the convenience of having your paid checks available at a glance in one easy-to-read statement!

Starting next month, you will begin to receive your Wells Fargo Premium Statement with Check Images. This new service provides both the front and back of your paid checks, four checks per statement page, and is sorted by check number. The Wells Fargo Premium Statement with Check Images Service will replace your current check return service at no additional cost, and will provide a more convenient way for you to review all the pertinent information needed for proof of payment, auditing and reconciling your account.

Basic Business Checking 334-2099383

Jean R Echevarria Trust

Sep 30	Beginning Balance	92,868.89
Oct 31	Ending Balance	52,695.12

Deposits and Credits

Effective Date	Posted Date	Transaction Detail	Amount
Oct 31		Monthly Check Return/Image Stmt Fee Rev	2.00

Withdrawals and Debits

Effective Date	Posted Date	Transaction Detail	Amount
Oct 31		Monthly Check Return/Image Stmt Fee	- 2.00

Continued on next page

Jean R Echevarria Trust

Checks Paid

Check #	Date	Amount	Check #	Date	Amount
1046	Oct 14	10,436.50	1108	Oct 03	1,800.00
1047	Oct 19	5,000.00	1109	Oct 13	400.00
1087	Oct 03	100.00	1110	Oct 19	4,632.50
1088	Oct 03	420.00	1111	Oct 17	90.00
1089	Oct 03	195.00	1112	Oct 18	627.15
1092	Oct 03	61.00	1113	Oct 17	348.30
1093	Oct 03	390.62	1114	Oct 17	285.00
1094	Oct 03	57.51	1115	Oct 25	149.00
1099	Oct 03	116.78	1116	Oct 17	390.62
1100	Oct 03	2,040.00	1117	Oct 19	2,500.00
1101	Oct 04	878.05	1124	Oct 27	186.00
1102	Oct 04	70.00	1125	Oct 28	174.25
1103	Oct 03	107.00	1126	Oct 28	57.67
1104	Oct 03	214.00	1127	Oct 28	442.00
1105	Oct 04	85.00	1129	Oct 28	99.00
1106 +	Oct 04	3,664.70	1130	Oct 27	33.55
1107	Oct 06	457.87	1131	Oct 31	3,664.70

* Gap in Check Sequence

+ Substitute check or original item may not be available for return in statement

Daily Balance Summary

Date	Balance	Date	Balance
Sep 30	92,868.89	Oct 18	69,633.79
Oct 03	87,366.98	Oct 19	57,501.29
Oct 04	82,669.23	Oct 25	57,352.29
Oct 06	82,211.36	Oct 27	57,132.74
Oct 13	81,811.36	Oct 28	56,359.82
Oct 14	71,374.86	Oct 31	52,695.12
Oct 17	70,260.94		

For Your Interest

Effective January 3, 2006, Wells Fargo's Overdraft Protection Service is changing. If your savings or sweep account is linked to your checking account for Overdraft Protection, the linked account will transfer either \$25 or the exact amount of the overdraft, whichever is larger, to your checking account. If the available funds in your linked account are less than \$25, the available funds will be transferred.

To learn more about Wells Fargo's overdraft protection plans, please contact your banker or visit www.wellsfargo.com.

Thank you for banking with Wells Fargo.



WELLS FARGO BANK, N.A.
P.O. BOX 6995
PORTLAND, OR 97228-6995

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1-2 1098678
Account Number:
Statement Period:
Image Count:

(CO114)
334-2099383
Nov 1, 2005-
Nov 30, 2005
23

JEAN R ECHEVARRIA TRUST
11900 W OLYMPIC BLVD STE 540
LOS ANGELES CA 90064-1161

If you have any questions about this statement or your accounts, call 800-225-5935 (1-800-CALL-WELLS).

Our Accounts at a Glance

Account Type	Beginning Balance	Deposits/Credits	Withdrawals/Debits	Ending Balance
Basic Business Checking 334-2099383	52,695.12	38,969.46	- 36,608.06	55,056.52

News from Wells Fargo

Welcome to your new Wells Fargo Premium Statement with Check Images service! We hope you'll enjoy the many benefits your Image Statement provides, including:

- Convenient front and back check images
- Check images sorted by check number for easy cross-reference
- One easy-to-read statement - no more sorting, filing and storing multiple checks

If you have any questions about your new service, talk to your banker or call the telephone number shown on your statement. As always, thank you for choosing Wells Fargo for your financial needs.

Basic Business Checking 334-2099383

Jean R Echevarria Trust

Oct 31	Beginning Balance	52,695.12
Nov 30	Ending Balance	55,056.52

Deposits and Credits

Posted Date	Transaction Detail	Amount
Nov 07	Deposit	10,000.00
Nov 09	Deposit	28,967.46
Nov 30	Monthly Check Return/Image Stmt Fee Rev	2.00

Withdrawals and Debits

Posted Date	Transaction Detail	Amount
Nov 30	Monthly Check Return/Image Stmt Fee	- 2.00

Continued on next page

Jean R Echevarria Trust

Account Number:
Statement End Date:

334-2099383
11/30/05

Checks Paid

Check #	Date	Amount	Check #	Date	Amount
1048	Nov 03	8,350.50	1138	Nov 17	390.62
1080	Nov 22	1,546.46	1139	Nov 18	159.16
1118	Nov 21	8,000.00	1140	Nov 16	204.00
1119	Nov 25	5,000.00	1141	Nov 21	69.00
1120	Nov 29	5,000.00	1142	Nov 17	660.00
1128	Nov 02	234.00	1143	Nov 18	75.00
1132	Nov 25	477.00	1144	Nov 17	228.00
1133	Nov 03	2,000.00	1145	Nov 17	173.59
1134	Nov 22	34.53	1146	Nov 17	672.59
1135	Nov 17	329.79	1147	Nov 16	211.82
1136	Nov 16	205.00	1149	Nov 21	2,400.00
1137	Nov 18	85.00			

* Gap-in Check Sequence

Daily Balance Summary

Date	Balance	Date	Balance
Oct 31	5,495.12	Nov 18	77,583.51
Nov 02	51,811.12	Nov 21	67,114.51
Nov 03	42,110.62	Nov 22	65,533.52
Nov 07	51,110.62	Nov 25	60,056.52
Nov 09	81,721.08	Nov 29	55,056.52
Nov 16	8,357.26	Nov 30	55,056.52
Nov 17	7,022.07		

For Your Interest

Wells Fargo offers Payroll Services to meet your business need - all designed to make your life easier. Sign up between 11/1/05 and 12/31/05 and we'll waive the set-up fee - a value of up to \$125! Combine that with our 100% money-back guarantee* and there are no other reasons than ever to sign up for Wells Fargo Payroll Services. For details, talk with a banker at your local Wells Fargo location, call 1-800-359-3557, ext. 580 or visit www.wellsfargo.com/biz.

*If you are not completely satisfied with our payroll services, you can cancel within 90 days of first payroll processing and receive a full refund of all fees.

Thank you for banking with Wells Fargo.

Statement period: Nov 01-Nov 30, 2005
Account number: 334-2099383
Image page: 1 of 6

**WELLS
FARGO**

JEAN P. ECHEVERRIA TRUST
1000 N. G. WARD BLVD. SUITE 100
LOS ANGELES, CA 90015

1048

DATE: November 1991

THE TOP COURT OF THE STATE OF CALIFORNIA

Right to demand three hundred fifty dollars and no/100

000000004048 0122000242 3342099383

EFN7321634564 CK# 1048 8350 50

From Repair
 400 312-6644

JEAN R. ECHEVERRIA TRUST
THE NATIONAL TRUST CO. OF NEW YORK
125 WALL STREET, NEW YORK, N.Y. 10038

1080

August 22, 1980

STP Enterprises, Inc.

one thousand five hundred fifty six and 4/10

1556.46

0000001080 41220002471 3342099383

0000055646

EF00528532344 CK# 1080 1546.46

[illegible][illegible][illegible]

JEAN R. FOREYARRIA TRUST
1195 N. DAVENPORT ST
LOS ANGELES, CA 90006

1119

DATE November 27 2005

PARADES TRUSTCO

\$ 5,000.00

FIVE THOUSAND AND 00/100

FOR Partial payment

*****1119***** 4422000267C 3342049345P

EF#7222898235 CK# 1119 5000.00

601 805 1457

Check Images

Statement period: Nov 01-Nov 30, 2005

Account number: 334-2099383

Image page: 2 of 6

WELLS
FARGO

JEAN R. ECHEVARRIA TRUST
TRUSTEE: J. R. ECHEVARRIA
LOS ANGELES, CA 90001

DATE: Nov 22, 2005

TO: RICARDO VILLARUEVA \$5,000.00

***** THOUSAND AND 00/100****

FOR: PARTIAL PAYMENT

⑆0000001120⑆ ⑆122000247⑆ ⑆342099383⑆ ⑆0000500000⑆

EF#0625210149 CK# 1120 5000.00

WELLS FARGO BANK, N.A.
123195270
0625210149

WELLS FARGO BANK, N.A.
2350717143

0612 0612

11/22/05

JEAN R. ECHEVARRIA TRUST
TRUSTEE: J. R. ECHEVARRIA
LOS ANGELES, CA 90001

DATE: Oct 21, 2005

TO: C & B Yard Services \$234.00

— two hundred thirty four & 00/100 —

FOR: JOURNAL 129

⑆0000001128⑆ ⑆122000247⑆ ⑆342099383⑆ ⑆000003400⑆

EF#0722209913 CK# 1128 234.00

WELLS FARGO BANK, N.A.
123195270
0722209913 7532997656

WELLS FARGO BANK, N.A.
2350717143

11/22/05

JEAN R. ECHEVARRIA TRUST
TRUSTEE: J. R. ECHEVARRIA
LOS ANGELES, CA 90001

DATE: Nov 18, 2005

TO: DMV \$477.00

— four hundred seventy seven & 00/100 —

FOR: LICENSE NO. 2000000000

⑆0000001132⑆ ⑆122000247⑆ ⑆342099383⑆ ⑆0000047700⑆

EF#0623765667 CK# 1132 477.00

WELLS FARGO BANK, N.A.
123195270
0623765667

WELLS FARGO BANK, N.A.
2250553453

11/18/05

JEAN R. ECHEVARRIA TRUST
TRUSTEE: J. R. ECHEVARRIA
LOS ANGELES, CA 90001

DATE: 11/2/05

TO: ANGELO L. ECHEVARRIA \$2,000.00

— TWO THOUSAND & 00/100 —

FOR: ⑆0000001133⑆ ⑆122000247⑆ ⑆342099383⑆ ⑆000002000⑆

EF#6521083568 CK# 1133 2000.00

WELLS FARGO BANK, N.A.
123195270
06521083568

WELLS FARGO BANK, N.A.
2250553453

11/02/05

Check Images

Statement period: Nov 01-Nov 30, 2005

Account number: 334-2099383

Image page: 3 of 6

WELLS
FARGO

JEAN R. ECHEVARRIA TRUST
11000 N. GILBERT BLVD. SUITE 100
LOS ANGELES, CA 90049

DATE: NOV. 10, 2005

TO: REPUBLIC SERVICES, INC.

AMOUNT: \$ 34.53

PAID TO: *Alvin Achy*

ON A/C: 334-2099383

⑈0000001134⑈ ⑆122000247⑆ 3342099383⑆ ⑈0000001453⑈

EF#0622598984 CK# 1134 34.53

⑈0000001453⑈ ⑆122000247⑆ 3342099383⑆ ⑈0000001453⑈

⑈0000001453⑈ ⑆122000247⑆ 3342099383⑆ ⑈0000001453⑈

⑈0000001453⑈ ⑆122000247⑆ 3342099383⑆ ⑈0000001453⑈

JEAN R. ECHEVARRIA TRUST
11000 N. GILBERT BLVD. SUITE 100
LOS ANGELES, CA 90049

DATE: NOV. 10, 2005

TO: CITY OF BROWARD

AMOUNT: \$ 329.79

PAID TO: *Alvin Achy*

ON A/C: 334-2099383

⑈0000001135⑈ ⑆122000247⑆ 3342099383⑆ ⑈0000001454⑈

EF#0527164796 CK# 1135 329.79

⑈0000001454⑈ ⑆122000247⑆ 3342099383⑆ ⑈0000001454⑈

⑈0000001454⑈ ⑆122000247⑆ 3342099383⑆ ⑈0000001454⑈

⑈0000001454⑈ ⑆122000247⑆ 3342099383⑆ ⑈0000001454⑈

JEAN R. ECHEVARRIA TRUST
11000 N. GILBERT BLVD. SUITE 100
LOS ANGELES, CA 90049

DATE: NOV. 10, 2005

TO: SEARS CREDIT CARDS

AMOUNT: \$ 305.00

PAID TO: *Alvin Achy*

ON A/C: 334-2099383

⑈0000001136⑈ ⑆122000247⑆ 3342099383⑆ ⑈0000001455⑈

EF#0821050652 CK# 1136 305.00

⑈0000001455⑈ ⑆122000247⑆ 3342099383⑆ ⑈0000001455⑈

⑈0000001455⑈ ⑆122000247⑆ 3342099383⑆ ⑈0000001455⑈

⑈0000001455⑈ ⑆122000247⑆ 3342099383⑆ ⑈0000001455⑈

JEAN R. ECHEVARRIA TRUST
11000 N. GILBERT BLVD. SUITE 100
LOS ANGELES, CA 90049

DATE: NOV. 11, 2005

TO: JAMES J. POSE

AMOUNT: \$ 85.00

PAID TO: *Alvin Achy*

ON A/C: 334-2099383

⑈0000001137⑈ ⑆122000247⑆ 3342099383⑆ ⑈0000001456⑈

EF#0726480615 CK# 1137 85.00

⑈0000001456⑈ ⑆122000247⑆ 3342099383⑆ ⑈0000001456⑈

⑈0000001456⑈ ⑆122000247⑆ 3342099383⑆ ⑈0000001456⑈

⑈0000001456⑈ ⑆122000247⑆ 3342099383⑆ ⑈0000001456⑈

Check Images

Statement period: Nov 01-Nov 30, 2005

Account number: 334-2099383

Image page: 4 of 6

WELLS
FARGO

JEAN R. ECHEVARRIA TRUST
10000 GILBERT ST. SUITE 100
LOS ANGELES, CA 90044

DATE: NOV. 8, 2005

PAY TO THE ORDER OF: ALLSTATE

THREE HUNDRED NINETY & 60/100

\$ 390.62

FOR DEPOSIT ONLY

0000001138 01220002470 3342099383 00000039062

WELLS FARGO BANK, N.A.
10000 GILBERT ST. SUITE 100
LOS ANGELES, CA 90044

6568503737

01220002470 3342099383 00000039062

REF0821392469 CK# 1138 390.62

JEAN R. ECHEVARRIA TRUST
10000 GILBERT ST. SUITE 100
LOS ANGELES, CA 90044

DATE: NOV. 10, 2005

PAY TO THE ORDER OF: ANTHONY COUNTRY CLUB

ONE HUNDRED FIFTY NINE & 10/100

\$ 159.16

FOR DEPOSIT ONLY

0000001139 01220002470 3342099383 00000015916

WELLS FARGO BANK, N.A.
10000 GILBERT ST. SUITE 100
LOS ANGELES, CA 90044

01220002470 3342099383 00000015916

REF0726541581 CK# 1139 159.16

JEAN R. ECHEVARRIA TRUST
10000 GILBERT ST. SUITE 100
LOS ANGELES, CA 90044

DATE: NOV. 10, 2005

PAY TO THE ORDER OF: WELLS FARGO

TWO HUNDRED FORTY & 00/100

\$ 204.00

FOR DEPOSIT ONLY

0000001140 01220002470 3342099383 00000020400

WELLS FARGO BANK, N.A.
10000 GILBERT ST. SUITE 100
LOS ANGELES, CA 90044

01220002470 3342099383 00000020400

REF0526934428 CK# 1140 204.00

JEAN R. ECHEVARRIA TRUST
10000 GILBERT ST. SUITE 100
LOS ANGELES, CA 90044

DATE: NOV. 10, 2005

PAY TO THE ORDER OF: SAM'S CLUB

FIFTY NINE & 10/100

\$ 69.00

FOR DEPOSIT ONLY

0000001141 01220002470 3342099383 00000006900

WELLS FARGO BANK, N.A.
10000 GILBERT ST. SUITE 100
LOS ANGELES, CA 90044

01220002470 3342099383 00000006900

REF0622009708 CK# 1141 69.00

WELLS
FARGO

Statement period: Nov 01-Nov 30, 2005
Account number: 334-2099383
Image page: 5 of 6

[illegible][illegible]

JEAN R. EDWARDS TRUST
JEAN R. EDWARDS TRUST
104 MENLO PARK, CA 94025

1143
000010 1474 101 21 1147022

ONE
BEMO
\$ 75.00
Ninety five & 00/100
00000001143 01220002474 11420993830 00000007500

FF0621589859 CK# 1143 75.00

6621589859

JEAN R. COHEN-VARRA TRUST
TRUST IN EXERCISE OF THE
LAST WILL AND TESTAMENT

DATE MAY 8, 2007

PAY TO THE ORDER OF — DISCOVER PLATINUM CARD — \$ 228.00

— two hundred twenty eight & 00/100 —

FOR DEPOSIT ONLY

MEMORANDUM

REFNO62145166B CK# 1144 228.00

001100649
DEPOSIT BANK

8400000773 11-18-05 5553 00
FBI-LOU-KY
NOV 18 1905 PM 9 11 20 100 125 490
18 519 2 2912922726001109
0521451668

JEAN R. GCKEYANNA TRUST
11800 W. CO. ROAD 2, 4th FLOOR
LOS ANGELES, CALIF 90044

1145
NOV 19 1978

DATE NTV. 11, 206

Oil Cards

13 173.57

one hundred seventy three and 57/100

1172360176
00000017357

0000001145 0120000176 3342094383

REF#0726338292 CK# 1145 173.59

5550734346
 0226338292

WELLS
FARGO

JEAN R. ECHEVERRIA TRUST
FIDELITY GUARANTY BLDG 5TH FL
1000 W. BEAR, SA 90040

1140
FIDELITY GUARANTY
BANK

DATE MTY. 10. 2005

Pay to the order of Citi Cards \$ 670.57

one hundred seventy two & 57/100

RECEIVED
DATE 11/16/05 AMOUNT 257.00

FOR A/C JAL 16 91247240

00000001146 01220001470 3342099383P 700000572597

5569745685

JEAN R. ECHAVARRIA TRUST
1122 W. 8TH ST. S. 40 S. 40 E. 40
LAW OFFICES, L.L. 1000

1147

DATE NOV 18 1993

Pay to the order of — AMEX —

— Two hundred dollars & 00/100 —

FOR \$11,728.95 AM - 12/93

1147

1147

REF#0628952971	CK#	1147	211.82
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105 7-132 149 FOR NCS KEY LAB AREA DKS CD
 03320 DEP. L/OUT. CREW. SIGN. ENDO. CUBR
 0010 ABS. END. L/OUT. ENDO. AREA
 0003 291 1020 0000
 0628982971

[illegible]

REF#6922952298	CK#	1149	2400.00
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11/10/2007
 kg 011-101557



WELLS FARGO BANK, N.A.
P.O. BOX 6995
PORTLAND, OR 97228-6995

Account Number
Statement Period
Image Count

JEAN R ECHEVARRIA TRUST
11900 W OLYMPIC BLVD STE 540
LOS ANGELES CA 90064-1161

If you have any questions about this statement or your accounts, call: 800-225-5935 (1-800-CALL-WELLS).

Four Accounts at a Glance

Account Type	Beginning Balance	Deposits/ Credits	Withdrawals/ Debits	Ending Balance
Basic Business Checking 334-2099383	55,056.52	2.00	- 26,794.94	28,263.58

News from Wells Fargo

Basic Business Checking 334-2099383

Jean R Echevarria Trust				55,056.52
Nov 30	Beginning Balance			28,263.58
Dec 31	Ending Balance			

Deposits and Credits

Posted Date	Transaction Detail	Amount
Dec 30	Monthly Check Return/Image Stmt Fee Rev	2.00

Withdrawals and Debits

Posted Date	Transaction Detail	Amount
Dec 30	Monthly Check Return/Image Stmt Fee	- 2.00

Checks Paid

Check #	Date	Amount	Check #	Date	Amount
1121	Dec 16	8,000.00	1158	Dec 15	98.00
1148 *	Dec 09	1,138.00	1159	Dec 12	59.11
1151 *	Dec 07	601.61	1160	Dec 14	85.00
1152	Dec 01	2,000.00	1161	Dec 12	664.00
1153	Dec 01	2,000.00	1162	Dec 15	141.00
1154	Dec 13	63.96	1163 +	Dec 14	3,677.89
1155	Dec 14	154.00	1164	Dec 14	324.00
1156	Dec 12	219.00	1165	Dec 13	4,000.00
1157	Dec 12	441.00	1166	Dec 21	1,195.70

* Gap in Check Sequence
+ Item converted to substitute check

Continued on next page

Jean R Echevarria Trust

Account Number:

334-2099383

Statement End Date:

12/31/05

Checks Paid

Check #	Date	Amount	Check #	Date	Amount
1167	Dec 23	1,500.00	1168	Dec 27	430.67
* Gap in Check Sequence + Item converted to substitute check					

Daily Balance Summary

Date	Balance	Date	Balance
Nov 30	55,056.52	Dec 15	39,389.95
Dec 01	51,056.52	Dec 16	31,389.95
Dec 07	50,454.91	Dec 21	30,194.25
Dec 09	49,316.91	Dec 23	28,694.25
Dec 12	47,933.80	Dec 27	28,263.58
Dec 13	43,869.84	Dec 30	28,263.58
Dec 14	39,628.95		

For Your Interest

Effective 12/07/2005, the maximum daily transfer amount for online transfers to other Wells Fargo customers is \$1,000.

Thank you for banking with Wells Fargo.

Check Images

Statement period: Dec 01-Dec 31, 2005

Account number: 334-2099383

Image page: 2 of 5

JEAN R. ECHEVARRIA TRUST
WELLS FARGO BANK, N.A.
LOS ANGELES, CA 90001

DATE: 11/30/05

Pay to the order of: AT&T COMM/NA/IE \$ 2,000.00

FOR DEPOSIT ONLY

ON: 000000011536 C1220002470 3342099383

Signature: *[Signature]*

EFN7322175306 CK# 1153 2000.00

1153

11/30/05

AT&T COMM/NA/IE

2,000.00

000000011536 C1220002470 3342099383

1153

JEAN R. ECHEVARRIA TRUST
WELLS FARGO BANK, N.A.
LOS ANGELES, CA 90001

DATE: 12/07/05

Pay to the order of: SPRINT \$ 63.96

FOR DEPOSIT ONLY

ON: 000000011540 C1220002470 3342099383

Signature: *[Signature]*

EFN0821419463 CK# 1154 63.96

1154

12/07/05

SPRINT

63.96

000000011540 C1220002470 3342099383

1154

JEAN R. ECHEVARRIA TRUST
WELLS FARGO BANK, N.A.
LOS ANGELES, CA 90001

DATE: 11/07/05

Pay to the order of: C-28 Yard Service \$ 154.00

FOR DEPOSIT ONLY

ON: 000000011550 C1220002470 3342099383

Signature: *[Signature]*

EFN0622994194 CK# 1155 154.00

1155

11/07/05

C-28 Yard Service

154.00

000000011550 C1220002470 3342099383

1155

JEAN R. ECHEVARRIA TRUST
WELLS FARGO BANK, N.A.
LOS ANGELES, CA 90001

DATE: 12/17/05

Pay to the order of: Driver's Card \$ 219.00

FOR DEPOSIT ONLY

ON: 000000011560 C1220002470 3342099383

Signature: *[Signature]*

REFN062233213 CK# 1156 219.00

1156

12/17/05

Driver's Card

219.00

000000011560 C1220002470 3342099383

1156

Check Images

Statement period: Dec 01-Dec 31, 2005

Account number: 334-2099383

Image page: 3 of 5

JEAN R. ECHEVERRIA TRUST
1157

DATE: 12/14/05

TO THE ORDER OF: Class Card Service \$ 441.00

— four hundred forty one & 00/100 —

FOR DEPOSIT ONLY

00000001157 01220002470 3342099383 0000004400

REF#062234081 CK# 1157 441.00

062234081 12-13-05 7493 00
005570003 00340112 000000000000
000000000000

062234081 00902058 9 3 0
000000000000 000000000000
062234081 000000000000 000000000000

JEAN R. ECHEVERRIA TRUST
1158

DATE: 12/17/05

TO THE ORDER OF: Capital One \$ 98.00

— ninety eight & 00/100 —

FOR DEPOSIT ONLY

00000001158 01220002470 3342099383 0000000500

REF#0525137164 CK# 1158 98.00

0525137164 12-14-05 125 0514-80012
000000000000 000000000000
0525137164 000000000000 000000000000

JEAN R. ECHEVERRIA TRUST
1159

DATE: 12/17/05

TO THE ORDER OF: Arrowhead \$ 59.11

— fifty nine & 11/100 —

FOR DEPOSIT ONLY

00000001159 01220002470 3342099383 0000000500

REF#0135722933 CK# 1159 59.11

0135722933 12-17-05 1159 0514-80012
000000000000 000000000000
0135722933 000000000000 000000000000

JEAN R. ECHEVERRIA TRUST
1160

DATE: 12/17/05

TO THE ORDER OF: United Bank \$ 85.00

— eighty five & 00/100 —

FOR DEPOSIT ONLY

00000001160 01220002470 3342099383 0000000500

REF#0822083148 CK# 1160 85.00

0822083148 12-13-05 0
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Statement period: Dec 01-Dec 31, 2005
Account number: 334-2099383
Image page: 4 of 5

WELLS
FARGO

1161
 12/02/85
 Juan R. Esquivia Trust
 1100 N. W. 10th Ave. Suite 100
 Los Angeles, CA 90015
 DATE 12/02/85
 TO ORDER OF Juan R. Esquivia Trust
 \$ 664.00
 SIX HUNDRED AND SIXTY FOUR 00/100
 GOLD 1221340250
 0201225057
 DA A/C 521-1218-992-1017
 ⑈0000001161⑈ ⑈1220000047⑈ ⑈342099383⑈ ⑈000000000⑈
 FNO722751293 CK# 1161 664.00

6460009478
PAY ANY BANK BY
0722751293

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5566249310

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JEAN R. ECHEVERRIA TRUST
10000 N. 10TH AVE. SUITE 100
DALLAS, TX 75243

1184

DATE 12/07/95

TO: MANA America

8 924.00

Flow hundred twenty four 2 1/2 min

8550 0005

FOR A/R 5200013 1268 6255

0000000 1184P 012200002476 3342099383

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REF0723534395 CKN 1164 324.00

MEMORANDUM
DATE: 06-18-60
SUBJECT: [REDACTED]
[REDACTED] 0723534395

WELLS
FARGO[illegible]

JEAN P. ECHEVERRIA TRUST
1000000011554 412200002470 1342089383H

DATE 12/10/5

one thousand one hundred ninety five \$ 1195.00

one thousand one hundred ninety five \$ 1195.00

001 201 170

00000115540

JEAN R. ECHAVARRA TRUST
 (NAME OF THE TRUST)
 1000 W. 10TH ST., SUITE 100
 DENVER, CO 80202

DATE 1/4/87

1107

TO Angel Esteronias \$1500.00

One Thousand & Fifty Dollars

FOR Exp

1000000187 C32200021C 3342049383

ANGELA AHA ECHIVARRIA
18 DEERPORT HIGHLANDS DR
HENDERSON NV, 89002

VERMONT POWER RENTALS INC.
1600 WEST STREET
BURLINGTON VT 05401-0001

Date: 12/23/2008

Paid to Order of Allstate Property and Casualty Insurance Company

Your Standard Policy #04-077164

33000 004 P 00000000000000000000 000000000 000000 000000 000000 000000

Vehicle Authorized By Your Decedent.

#1158# #1200D247C 3342099183# /0000001057#

000077778 12-27-68 1483 03
002569946 50340112 00000000000000
0001 000 57
11 50070 TWY TO THE DECK BANK ONE
002103078 FOR DEPT. 4 ALL
0627045528

EXHIBIT

14



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National Association of REALTORS®

Brochure

[Print](#) | [Close this Window](#)



Address:

12 DESERT HIGHLANDS DR

Henderson, NV 89052

MLS ID# 695332

\$1,075,000

5 Bed, 5 Bath

3,684 Sq. Ft.

0.31 Acres

DE
Mc
OF
F

[+]
FEEDBACK

Rare Expanded Sonata Model! This Country Club Home features 6bedrooms-Including a Larger Casita with Full Bath. Open Courtyard and Large Lot with Mt/Strip Views. The interior showcases Marble Floors. Maple & Granite Kitchen with Cozy Nook. The Downstairs Master Opens directly to the Large Pool Area. The MasterBath features Marble & Stone Detailed in Soaking Tub and Separate Shower. Anderson Windows, Planation Shutters, Built-Ins @ Laundry, Garage etc are just some of the fine details in this Spectacular Home!! Please Contact Donna Harakldas @ 702-683-5404 with any questions & to setup your Private Showing!

Single Family Property, County: CLARK, Approximately 0.31 acre(s), Year Built: 2001, Two story, Swimming pool (s), Spa/hot tub(s), Fireplace(s), Dining room, Laundry room

To access this page directly, use <http://homes.realtor.com/prop/1077019397>

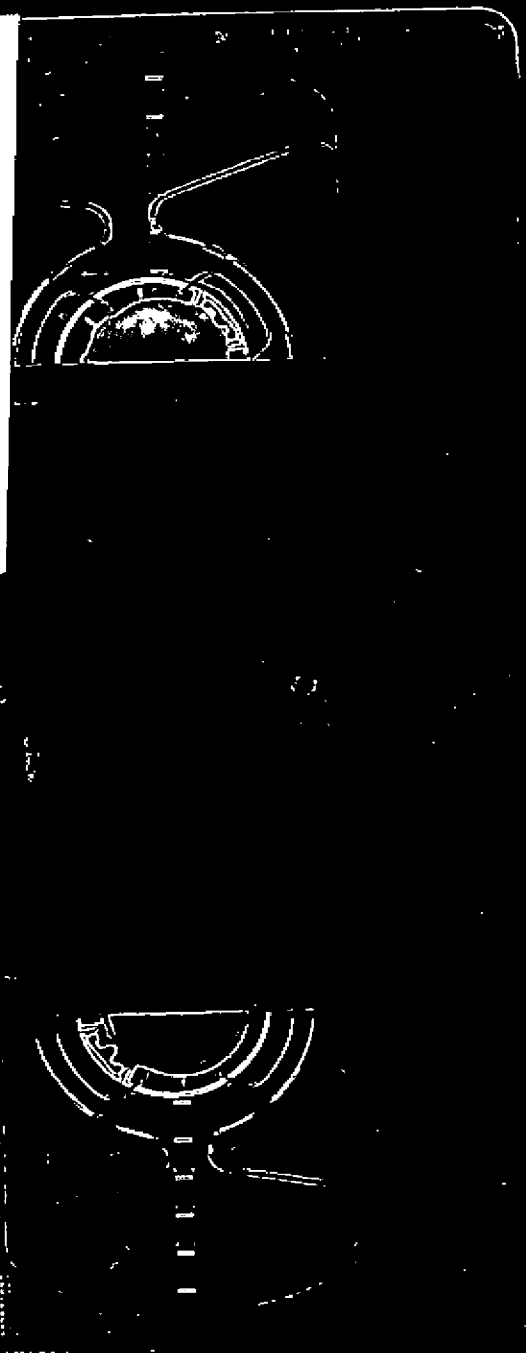
This listing is brokered by: **Zarling Realty**
Office (702)433-1343

Property Features

- Single Family Property
- County: CLARK
- Year Built: 2001
- 5 total bedroom(s)
- 5 total bath(s)
- 4 total full bath(s)
- 1 total half bath(s)
- Approximately 3684 sq. ft.
- Two story
- Master bedroom
- Living room
- Dining room
- Family room
- Laundry room
- Bathroom(s) on main floor
- Bedroom(s) on main floor
- Master bedroom is 20x14
- Living room is 20x15
- Dining room is 14x15
- Family room is 14x15
- Fireplace(s)
- Fireplace features: Gas, Living room
- Swimming pool(s)
- Spa/hot tub(s)
- 3 car garage
- Attached parking
- Heating features: Central, Gas
- Interior features: Dishwasher, Disposal, Clothes dryer, Refrigerator, Clothes washer, Breakfast area, Built-in bookcase (s), Ceiling fan(s), Living/dining room combination, Entertainment center, Separate family room, Carpet, Window treatments, Kitchen island, Formal living room, Marble floors, Double sinks in master bathroom, Shower in master bathroom, Tub in master bathroom, Master bedroom is downstairs, Walk-in closet(s), Mirrored closet, Microwave oven, Water filtration system, Electric oven, Built-in oven, Pantry,
- Exterior construction: Frame, Stucco
- Roofing: Tile
- Community clubhouse(s)
- Community exercise area(s)
- Community golf
- Community recreation facilities
- Community security features
- Community tennis court(s)
- Approximate lot is 13420
- Approximately 0.31 acre(s)
- Lot size is less than 1/2 acre
- Elementary School: Lamping, Frank
- Jr. High School: DELW
- High School: CORA

EXHIBIT

15



1 **JUDG**

2 Lionel Sawyer & Collins
3 Elizabeth Brickfield, Bar No. 6236
4 Meredith Stow, Bar No. 9203
5 300 South 4th Street
6 Las Vegas, NV 89101
7 (702) 383-8888 (phone)
8 Attorney for Guardian and Trustee Angel Echevarria

FILED

JUN 20 9 25 AM '97

CLERK OF COURT

6 DISTRICT COURT, FAMILY COURT
7 CLARK COUNTY, NEVADA

9 In the Matter of the Guardianship of the
10 Person and Estate of

11 JEAN R. ECHEVARRIA,
12 an adult ward.

Case No.: G 27262
Dept. No.: H

5-2-07
10AM

14 **JUDGMENT**

15 This matter having come on for consideration upon Angel Echevarria's Petition For Approval
16 of Attorneys Fees and Costs; Pctition For Reimbursement Of Fees Paid to Elyse Tyrell, Esq., as
17 Guardian Ad Litem, and good cause appearing, therefor,

18 IT IS HEREBY ORDERED, ADJUDGED and DECREED that judgment is entered in favor
19 of the Estate of Jean R. Echevarria and against Michael Echevarria in the sum of four thousand nine
20 hundred fifty nine and 75/100 dollars (\$4,959.75) plus interest thereon at the rate of 10.25% per

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

GUARDIANSHIP


JUN 11 2007

RECEIVED

LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702.383.8888
FAX 702.383.8845

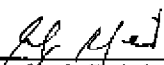
1 annum, totaling as interest one thousand one hundred fifty-one and 85/100 dollars (\$1,151.85)
2 through June 11, 2007, plus costs and fees of enforcing the judgment and post judgment interest at
3 the statutory rate hereinafter until paid in full.

4 DATED THIS 18th day of June, 2007.

5
6 
DISTRICT COURT JUDGE

7 T. ARTHUR RITCHIE, JR. *AR*

8 Submitted by:
9 LIONEL SAWYER & COLLINS

10 By 
11 Elizabeth Brickfield, Esq., Bar No. 6236
12 Meredith Stow, Esq., Bar No. 9203
13 1700 Bank of America Plaza
14 300 South Fourth Street
15 Las Vegas, Nevada 89101
16 Attorneys for Guardian/Trustee
17 Angel Echevarria
18
19
20
21
22
23
24
25
26
27
28

FILED

JUN 26 1 51 PM '07

Clark
CLERK OF THE COURT

1 **OBJ/RPLY**
2 ELIZABETH BRICKFIELD, ESQ.
3 Nevada State Bar No. 6236
4 LIONEL SAWYER & COLLINS
5 1700 Bank of America Plaza
6 300 South Fourth Street
7 Las Vegas, Nevada 89101
8 (702) 383-8888
9
10 Attorneys for Angel Echevarria

8 **DISTRICT COURT, FAMILY COURT**
9
10 **CLARK COUNTY, NEVADA**

11 In the Matter of the Guardianship of the) Case No. G 27262
12 Estate of JEAN RUTH ECHEVARRIA,) Dept. No. H
13 Adult Ward) **Date of Hearing: June 27, 2007**
14) **Time of Hearing: 10:00 a.m.**

15 **OBJECTION TO MICHAEL ECHEVARRIA'S PETITION TO ISSUE CITATIONS,**
16 **SHOW CAUSE FOR REMOVAL OF GUARDIAN, ACCOUNT, TURN OVER**
17 **PROPERTY, SURCHARGE, ETC. REPLY TO MICHAEL ECHEVARRIA'S**
18 **OBJECTION TO ENTRY OF JUDGMENT**

19 ANGEL L. ECHEVARRIA ("ANGEL"), Special Guardian of the Estate of JEAN R.
20 ECHEVARRIA, an Adult and the Successor Trustee of the Jean R. Echevarria Trust (the "Trust")
21 hereby objects to the Petition of MICHAEL ECHEVARRIA ("MICHAEL") to Issue Citations, Show
22 Cause for Removal of Guardian, Account, Turn Over Property, Surcharge, Etc., and hereby replies
23 to Michael Echevarria's Objection to Entry of Judgment as follows:

24 1. As this Court knows, there is on-going litigation in the courts of the State of
25 Tennessee concerning MICHAEL's stewardship of the Ward's assets in a venture known as the Mills
26 of Lebanon, LLC. These matters are currently on appeal before the Court of Appeals of the State of
27 Tennessee. A Notice of Appeal has been filed and bond has been posted. See Exhibit "1", Notice of
28

1 Appeal. At this time, the appeal is pending, bond has been posted and MICHAEL's judgment is
2 secure. However, MICHAEL cannot collect on his judgment until the appeal is decided. Because of
3 this fact, MICHAEL is seeking this Court's removal of ANGEL so he can control (or end) the
4 Tennessee litigation.
5

6 2. Gary Vandever, Esq., the Trust's attorney, estimates that the appeal proceedings could
7 last two years. Because bond has been posted, under Tennessee law, MICHAEL cannot move to
8 enforce the judgment until the appeal proceedings are completed.. MICHAEL has already been paid
9 funds from the sale of the Mills of Lebanon, LLC which were being held in escrow pending the
10 outcome of the litigation. These funds amount to \$89,000. See Exhibit "2", Declaration of Gary
11 Vandever, Esq., the Trust's Tennessee attorney.
12

13 3. MICHAEL has improperly recorded his judgment against the Trust and against his
14 mother, JEAN ECHEVARRIA ("JEAN")'s interest in the California property (a one-half interest
15 as tenant in common in commercial property with a 2006 value of close to nine million dollars and
16 against the Trust's Nevada property - JEAN's residence with a value of close to nine hundred
17 thousand dollars. . See Exhibits "3" copy of lien against California property, Exhibit "4" copy of
18 California tax bill, Exhibit "5" copy of lien improperly filed against Nevada property and Exhibit
19 "6" Clark County of Nevada, Assessor records for JEAN's residence. The lien is improper because
20 MICHAEL does not have a final judgment, has not domesticated his lien and it has nothing to do
21 with the Nevada guardianship.
22

23 4. These guardianship proceedings began as a result of MICHAEL's petition to the
24 Nevada courts to place JEAN under a guardianship of her estate so he could control the disposition
25 of the Tennessee property and the on-going litigation in California. At that time, this Court appointed
26
27
28

1 ELYSE TYRELL as Guardian ad Litem to investigate the proposed sale of the Mill and to make
2 recommendations to this Court.

3 5. As part of the proceedings, in 2005, Ms. Tyrell and then Guardianship Commissioner
4 Jennifer Henry interviewed JEAN about her relationship with her son, MICHAEL, and specifically
5 whether JEAN wanted her estate planning - including her Trust Agreement and any of its provisions
6 - released to her son, MICHAEL. Based on Jean's statements to Commissioner Henry, this Court
7 issued its orders directing that JEAN's estate planning remain confidential. See Exhibit "7", Order
8 of January 7, 2005.

9
10 6. As part of the same proceedings, the Guardian ad Litem investigated the terms and
11 conditions of the proposed sale of the real property owned by the Mill of Lebanon, LLC. The
12 Guardian ad Litem recommended and the Court ordered that the sale proceed as being in JEAN's
13 best interest. ANGEL subsequently sold the property for Fifty Thousand Dollars more than the
14 proposed contract approved by the Guardianship Court.

15
16 7. MICHAEL was properly noticed and was part of the proceedings which led to the
17 January 5, 2005 order, was properly noticed of its entry and did not appeal from it. In the Tennessee
18 proceedings, MICHAEL again asked for a copy of the Trust and was denied based on this court's
19 ruling.

20
21 8. ANGEL simply asks that this Court continue its orders, respect JEAN's estate
22 planning and keep her documents confidential. JEAN did not want MICHAEL to have a fiduciary
23 role in her estate planning affairs or even know of them.

24 9. With respect to MICHAEL's statement entitled procedural facts, ANGEL answers
25 such assertions as follows:
26
27
28

1 (A) MICHAEL's paragraph one. It is untrue that MICHAEL resided in Tennessee from
2 1999 to the present. MICHAEL resided with JEAN in Las Vegas in 2000. MICHAEL operated the
3 Mill in Tennessee from 2000 until 2004, when he was removed as Manager.
4

5 (B) MICHAEL's paragraph two. According to Dr. Steven Glyman, a noted Nevada
6 neurologist, as late as November 11, 2004, JEAN was scoring 24 out of 30 on a min mental status
7 examination. Dr. Glyman opined that JEAN needed someone to assist her with her affairs. Dr.
8 Glyman believed that JEAN had the capacity to appoint a person to handle her affairs. As this Court
9 knows, ANGEL is the person JEAN appointed to handle her affairs, if JOSEPH MARTINEZ
10 declined to do so. See Exhibit "8 ", Affidavit of Successor Trustee dated November 30, 2004.
11

12 Neither ANGEL nor any of JEAN's grandchildren have abused their position. At this
13 time, ANGEL, her minor son and her daughter ANA live with JEAN. JEAN has thrived under
14 ANGEL's care and she continues to do so.

15 (C) MICHAEL's paragraph three. Contrary to MICHAEL's statement, MICHAEL
16 continued to handle JEAN's affairs for several years after he moved to Tennessee. Marc Asheghian
17 was JEAN's accountant with MICHAEL's knowledge and consent.
18

19 (D) MICHAEL's paragraph four. At all times prior to early 2005, JEAN was competent
20 to handle her financial affairs. The conflict between MICHAEL and ANGEL arose over a
21 disagreement as to the sale of the Mill of Lebanon, LLC. It is undisputed that the Mill at Lebanon,
22 LLC had drained JEAN's assets and she lacked the funds to continue to pay for its upkeep.
23 MICHAEL attempted to seize control of JEAN's assets as well as the California litigation JEAN was
24 involved with. MICHAEL came to this Court to obtain guardianship, even though he knew JEAN
25 had chosen ANGEL to manage her affairs if she was unable to do so.
26
27
28

1 (E) MICHAEL's paragraph five. MICHAEL's statements in paragraph five are the subject
2 of the Tennessee litigation which is currently under appeal.

3 (F) MICHAEL's paragraph six. ANGEL denies MICHAEL's statements in paragraph six.
4 At all times in 2004, JEAN was advised by her counsel, Darius Baghai and her accountant, Marc
5 Ashegian. MICHAEL was privy to and part of all family meetings about the disposition of the Mill
6 property. MICHAEL was frequently requested to provide financial and other information about the
7 Mill, but he refused to do so.

8 (G) MICHAEL's paragraphs seven and eight. ANGEL denies MICHAEL's statements.
9 The facts in MICHAEL's petition for temporary guardianship and this Court's findings and orders
10 speak for themselves. This Court specifically found that MICHAEL had unnecessarily caused the
11 appointment of the Guardian ad Litem and shifted fees and costs to him. These fees and costs remain
12 unpaid.

13 (H) MICHAEL's paragraphs seven and eight. Furthermore, and even though this Court
14 expressly found that the Mill's interests were owned by the Trust and therefore subject to the
15 jurisdiction to the Nevada courts and that MICHAEL was subject to the jurisdiction of the Nevada
16 courts, MICHAEL sued the Trust and JEAN in Tennessee. JEAN was forced to retain Tennessee
17 counsel to defend the actions. ANGEL sued MICHAEL in Nevada to bring the issues from
18 Tennessee to Nevada.

19 (I) MICHAEL's paragraph nine. As stated in paragraph one, MICHAEL cannot proceed
20 to collect on his judgment because bond has been posted and matters have been stayed pending the
21 outcome of the Tennessee appeal. In his baldest statement of his real aim and interest here,
22 MICHAEL is asking this Court to "assist him in satisfaction of the same." MICHAEL seeks this
23 Court's assistance in obtaining judgment enforcement which is denied to him by Tennessee law.
24
25
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1 (J) MICHAEL's paragraph ten. JEAN's interest in the California property was sole
2 pursuant to an option/less agreement which required the property to be sold in 2005. That agreement
3 was negotiated, in part, by MICHAEL in 2000 and 2001. JEAN had no option but to sell. With
4 regard to the "99 cent" litigation, as MICHAEL knows (because he participated in the management
5 of the litigation as late as December, 2004) JEAN was sued in connection with the building. The case
6 ended with no award to the plaintiffs and each side bore its own fees and costs.
7

8 (K) MICHAEL's paragraph eleven. The accountant and attorney fees in connection with
9 the various real estate properties were large because the accountant was providing not only
10 accounting and tax advice, but advice with the various litigations. Contrary to MICHAEL's
11 assertions, the Accountant did not "double bill" but billed JEAN and ANGEL M. ECHEVARRIA
12 separately for the services rendered to each of them.
13

14 (I) MICHAEL's paragraph twelve. JEAN borrowed the money from Arnold Appel to
15 finance the California litigation brought against JEAN's interest in the property. These funds were
16 borrowed prior to any guardianship or other proceedings being brought. Appel has been paid in full.
17

18 (M) MICHAEL's paragraph thirteen. Contrary to MICHAEL's assertions, ANGEL M.
19 ECHEVARRIA's loan to his ex-wife was disclosed to this Court, to MICHAEL and to the Guardian
20 ad Litem. (See proposed budget documents and minute order of the Court). ANGEL M.
21 ECHEVARRIA advanced living expenses and part of JEAN's cost of the California litigation.
22 These funds were borrowed prior to any guardianship or other proceedings being brought. He has
23 been paid in full.
24

25 (N) MICHAEL's paragraph fourteen. Although ANGEL obtained permission to borrow
26 the funds against the life insurance policies, she did not do so and their cash value remain intact.
27 JEAN purchased three policies on her life, each with the same cash value and gave the policies to
28

1 each of her three children: MICHAEL, ROBERT and ANGEL. These policies are not assets of
2 JEAN's estate. It is ironic that MICHAEL seeks to fault ANGEL for seeking to take part of the cash
3 value of a policy that ANGEL owned to finance litigation which MICHAEL brought against his own
4 mother. ANGEL would like to learn what MICHAEL has done with the cash value of his policy. If
5 directed by the Court, ANGEL will provide the information to the Court in camera and to the
6 Guardian ad Litem under protective order.
7

8 (O) MICHAEL's paragraph fifteen. JEAN borrowed funds from Samantha Guereque in
9 2004. These funds were borrowed prior to any guardianship or other proceedings being brought and
10 have been repaid in full.
11

12 (P) MICHAEL's paragraph sixteen. JEAN borrowed funds from Richardo Villanueva
13 in 2004. These funds were borrowed prior to any guardianship or other proceedings being brought
14 and five thousand dollars remains outstanding.
15

16 (Q) MICHAEL's paragraph seventeen. ANGEL denies that she gambled away more than
17 one million dollars in JEAN's money. First, a review of the complete transcript see Exhibit "9 "
18 December 20, 2005 transcript pp. 96-102 makes clear that ANGEL does not gamble with JEAN's
19 money. Second a review of the pages MICHAEL has submitted make clear that the question
20 concerned points and not monies. See Exhibit "10 ", pp. 136-137.
21

22 It is no secret and known to the Guardian ad Litem as well that JEAN enjoyed
23 gambling and enjoyed spending her money on and caring for her family. There is no clearer evidence
24 of this than the fact that JEAN bought the Mills of Lebanon which resulted in Michael's draining
25 of JEAN's wealth. However, since this Court assumed jurisdiction of JEAN's affairs and since
26 MICHAEL caused such a drain to JEAN's assets, from the losses in the Mill to the litigation he
27 pursued, ANGEL has not gambled and JEAN rarely does so.
28

1 (R) MICHAEL's paragraph eighteen. This second California lawsuit was again a defense
2 suit. JEAN recovered four hundred thousand dollars which was paid to satisfy outstanding attorney
3 obligations.

4 (S) MICHAEL's paragraph nineteen. With respect to Mr. Vandever's lien, Mr. Vandever
5 performed necessary and reasonable services for JEAN and her Trust for which he has not been
6 compensated. ANGEL, as Trustee of JEAN's Trust has the authority to grant this necessary liens and
7 did so.

8 (T) MICHAEL's paragraph twenty. With respect to Lionel Sawyer & Collins' request for
9 judgment, this Court approved the award of Lionel Sawyer & Collins fees in its order entered May
10 8, 2007. MICHAEL was properly noticed of the request for fees and did not object to it. MICHAEL
11 was properly noticed of the entry of the order and did not object to it. Having failed to object or
12 appeal from this Court's order that the attorney fees be allowed to the Guardian and be paid from the
13 Trust, MICHAEL is without a basis in law to object to the entry of a lien which will simply act to
14 protect Lionel Sawyer & Collins' interest.

15 (U) MICHAEL's paragraph twenty-one. It is undisputed that MICHAEL's fleecing of
16 JEAN caused her enormous losses and large legal bills. If JEAN has had a shortfall it is not because
17 her funds are being mismanaged. Nonetheless the property is not in foreclosure. See Exhibit "11".
18 Angel, under the authority granted to her as successor trustee, has taken the house out of arrears.

19 (V) MICHAEL's paragraph twenty-two. As the Guardian ad Litem, this Court and
20 MICHAEL knows, JEAN has incurred debts and losses because of the need to finance litigation and
21 accountants in connection with her assets (worth in excess of six million dollars) and lawsuits
22 brought against her by her son. As a result, she has been cash poor from time to time. JEAN receives
23 an income of \$9,300 a month which covers her living expenses and assists in her debt reduction.
24
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1 From mid-2005 through early 2006, the accountant MARC ASHEGIAN managed the cash flow and
2 paid the creditors. All of this was known to MICHAEL because ASHEGIAN's reports were provided
3 to him as part of the Tennessee litigation and will be provided to this Court. If JEAN has become
4 financially less secure it is not because of ANGEL's expenses but because of JEAN's litigation
5 expenses. All of these expenses arose from transactions which occurred in 2000 and 2001 in which
6 MICHAEL was intimately involved and in which he advised JEAN.
7

8 (W) MICHAEL's paragraphs twenty- three - twenty-four. The findings of the Chancery
9 Court have been appealed to the Tennessee Courts of Appeal.
10

11 (X) MICHAEL's paragraphs twenty-five through twenty-six. The proposed budget was
12 submitted to this Court which called for an estimated budget of \$25,000 per month. However, as
13 Ashegian stated expenditures were substantially greater to reduce debt and to fix up properties. As
14 stated earlier, JEAN's financial situation resulted from decisions which she made in 2000 and 2001
15 (when her son MICHAEL was advising her) and not from actions which occurred in 2005. JEAN's
16 funds were expended to preserve JEAN's assets, to meet her living expenses and to reduce the heavy
17 debt load she acquired as a result of the many litigations. It is undisputed that JEAN thrives in her
18 home environment, that ANGEL takes excellent care of JEAN and that they love each other. See
19 attached listings of expenditures from 2006 through May, 2007 See Exhibit "12". JEAN's income
20 has not been entered into the spread sheets but the expenses have.
21

22 (Y) MICHAEL's paragraphs twenty-seven. Tax Consultancy Group's role is now limited
23 to the preparation of JEAN's income tax returns.
24

25 (Z) ANGEL has placed the Residence on the market, which is her right to do as Trustee
26 of the Trust. However, it is not selling at this time. Currently, only ANGEL, JEAN, ANA and
27 ANGEL's minor son ANTHONY live in the Residence. ANGEL denies that the Realtor made any
28

1 such statements, but instead the realtor characterized the property as being one suitable for a large
2 family. ANGEL knows that any move from Nevada would require this Court's agreement.

3 10. Since MICHAEL filed this Petition, ANGEL and her family have received many
4 email from unknown persons threatening them with these actions. See Exhibit "13", email. ANGEL
5 can only conclude that it is MICHAEL who is threatening JEAN's way of living.
6

7 11. MICHAEL placed all of these accusations before this Court from the first day he
8 began this litigation. ANGEL respectfully requests that this Court recognize MICHAEL's actions
9 as the undisguised actions of a creditor seeking to obtain judgment satisfaction. It is telling that
10 MICHAEL did not bring his concerns to this Court until he learned that he is unable to satisfy his
11 judgment against his mother's assets at this time. ANGEL respectfully requests this Court deny
12 MICHAEL's petition, require him to remove his improperly recorded "liens" and compel him to pay
13 the attorney costs and fees of this action.
14

15 Dated this 26 day of June, 2007

16 LIONEL SAWYER & COLLINS


17
18 By Elizabeth Brickfield
19 ELIZABETH BRICKFIELD, ESQ.
20 Nevada State Bar No. 6236
21 1700 Bank of America Plaza
22 300 South Fourth Street
23 Las Vegas, Nevada 89101
24 (702) 383-8888

25 Attorneys for Angel Echevarria
26
27
28

1
2
3 **CERTIFICATE OF MAILING**

4 I hereby certify that on the 24th day of June, 2007, service of the **OBJECTION TO**
5 **MICHAEL ECHEVARRIA'S PETITION TO ISSUE CITATIONS, SHOW CAUSE FOR**
6 **REMOVAL OF GUARDIAN, ACCOUNT, TURN OVER PROPERTY, SURCHARGE, ETC.**
7 **REPLY TO MICHAEL ECHEVARRIA'S OBJECTION TO ENTRY OF JUDGMENT**
8 was made by facsimile and by receipt of copy addressed to the following:

9
10 Ana Echevarria
11 Anthony Echevarria
12 c/o Angel Echevarria
13 12 Desert Highlands Drive
14 Henderson, NV 89052

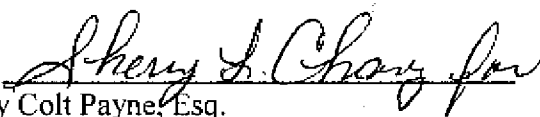
15
16
17
18 
19 Terezia Vitale, an employee of
20 LIONEL SAWYER & COLLINS

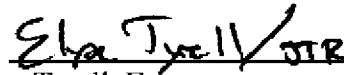
21 **RECEIPT OF COPY**

22
23 RECEIPT OF COPY of Angel Echevarria's "Objection to Michael Echevarria's Petition
24 to Issue Citations, Show Cause for Removal of Guardian, Account, Turn over Property,
25 Surcharge, Etc. Reply to Michael Echevarria's Objection to Entry of Judgment" is hereby
26 acknowledged by the following individuals:

27
28 CARY COLT PAYNE CHTD.

TRENT & ASSOCIATES

29 By: 
30 Cary Colt Payne, Esq.
31 700 South Eighth Street
32 Las Vegas, NV 89101

33 By:  JTR
34 Elyse Tyrell, Esq.
35 11920 Southern Highlands Parkway, Ste 200
36 Las Vegas, NV 89141

37
38 Counsel for Michael Echevarria

Guardian Ad Litem

**PLEADING
CONTINUES
IN NEXT
VOLUME**

IN THE SUPREME COURT OF THE STATE OF NEVADA

In the Matter of: THE GUARDIANSHIP
OF THE PERSON AND ESTATE OF
JEAN RUTH ECHEVARRIA, AN ADULT
WARD,

Case No: G027262
SC Case No: 65598

MICHAEL A. ECHEVARRIA,
Appellant

vs.
ROBERT L. ANSARA; AND ANGEL
ECHEVARRIA,
Respondents,

RECORD ON APPEAL VOLUME 3

ATTORNEY FOR APPELLANT
MICHAEL ECHEVARRIA,
PROPER PERSON
10632 PENROSE ST.
SUN VALLEY, CA 91352

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6	06/12/2008	PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE	1260 - 1281
2	03/24/2005	PETITION FOR ORDER REQUIRING WARD'S GUARDIANSHIP ESTATE TO SATISFY FEES AND COSTS OF GUARDIAN AD LITEM	405 - 409
3	10/27/2005	PETITION FOR ORDER REQUIRING WARD'S TRUST TO	645 - 650

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER :</u>
		SATISFY ATTORNEY'S FEES AND COSTS OF GUARDIAN AD LITEM	
2	02/18/2005	PETITION FOR PAYMENT, REIMBURSEMENT AND/OR RESTITUTION AND ACCOUNTING PURSUANT TO NRS 159.305	313 - 397
6	02/13/2008	PETITION TO ABANDON AND/OR DISCONTINUE APPEAL PROCESS IN THE STATE OF TENNESSEE	1212 - 1214
1	12/07/2004	RECEIPT OF COPY	109 - 109
6	08/27/2007	REPLY IN SUPPORT OF MOTION TO STAY ENFORCEMENT OF JUDGMENT AND EXPUNGE LIEN	1156 - 1163
7	03/31/2009	REPLY IN SUPPORT OF PETITION FOR APPROVAL OF ANGEL ECHEVARRIA'S ATTORNEYS FEES AND COSTS	1445 - 1450
6	06/20/2008	REPLY IN SUPPORT OF PETITION FOR ORDER INCREASING ALLOWANCE FOR WARDS HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE	1292 - 1300
3	06/21/2005	REPLY TO OPPOSITION TO MOTION TO STAY, DISMISS OR IN THE ALTERNATIVE CHANGE VENUE PENDING TENNESSEE MATTERS	583 - 613
6	08/07/2008	REPORT AND RECOMMENDATIONS	1347 - 1350
6	03/10/2008	REPORT OF GUARDIAN	1221 - 1221
8	12/06/2013	REPORT TO COURT REGARDING SALE OF WARD'S TRUST ASSET	1683 - 1698
4	06/13/2007	RESPONSE TO PETITION FOR ENTRY OF JUDGMENT AND PETITION TO ISSUE CITATIONS, SHOW CAUSE, REMOVAL OF GUARDIAN, ACCOUNT, TURN OVER PROPERTY, SURCHARGE, ETC.	792 - 907
7	02/16/2010	SECOND ACCOUNT AND REPORT OF GUARDIAN AND PETITION FOR PAYMENT OF FEES	1462 - 1495
8	01/10/2014	SIXTH ACCOUNT AND REPORT OF GUARDIAN AND PETITION FOR PAYMENT OF FEES	1707 - 1730
6	08/21/2007	STIPULATION AND ORDER	1153 - 1155
8	04/08/2014	STIPULATION AND ORDER	1834 - 1836

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1	12/28/2004	SUBPOENA DUCES TECUM	192 - 195
5	07/24/2007	SUPPLEMENT - "DECLARATION OF GARY VENDEVER" TO OBJECTION TO MICHAEL ECHEVARRIA'S PETITION TO ISSUE CITATIONS, SHOW CAUSE FOR REMOVAL OF GUARDIAN, ACCOUNT, TURN OVER PROPERTY, SURCHARGE, ETC. REPLY TO MICHAEL ECHEVARRIA'S OBJECTION TO ENTRY OF JUDGMENT	1054 - 1061
1	12/22/2004	SUPPLEMENT TO OPPOSITION TO APPOINTMENT OF MICHAEL A. ECHEVARRIA AND NEVADA CARE MANAGEMENT, INC. AS TEMPORARY GUARDIANS OF THE ESTATE OF JEAN RUTH ECHEVARRIA; PETITION FOR APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE PERSON OF JEAN RUTH ECHEVARRIA; OPPOSITION TO APPOINTMENT OF GUARDIAN OF THE ESTATE OR ALTERNATIVELY FOR THE APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE ESTATE; REQUEST FOR COURT ORDER ADOPTING FINDINGS OF ELYSE TYRELL	114 - 191
1	01/04/2005	SUPPLEMENT TO OPPOSITION TO APPOINTMENT OF MICHAEL A. ECHEVARRIA AND NEVADA CARE MANAGEMENT, INC. AS TEMPORARY GUARDIANS OF THE ESTATE OF JEAN RUTH ECHEVARRIA; PETITION FOR APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE PERSON OF JEAN RUTH ECHEVARRIA; OPPOSITION TO APPOINTMENT OF GUARDIAN OF THE ESTATE OR ALTERNATIVELY FOR THE APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE ESTATE; REQUEST FOR COURT ORDER ADOPTING FINDINGS OF ELYSE TYRELL	196 - 201
6	06/24/2008	SURREPLY TO JOINDER OF OPPOSITION TO PETITION FOR ORDER INCREASING ALLOWANCE FOR WARD'S HOUSEHOLD EXPENSES AND AUTHORIZING CAREGIVER'S FEE	1330 - 1345
6	10/04/2007	TEMPORARY LETTERS OF GUARDIANSHIP	1188 - 1189
7	12/13/2010	THIRD ACCOUNT AND REPORT OF GUARDIAN, PETITION FOR PAYMENT OF FEES AND PETITION TO ABANDON	1521 - 1562

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER :</u>
		REAL PROPERTY	
9	07/02/2014	TRANSCRIPT OF HEARING HELD ON DECEMBER 18, 2013	1858 - 1882
8	01/31/2013	WITHDRAWAL OF REQUEST FOR SPECIAL NOTICE	1654 - 1655

EXHIBIT 6

THE MILL AT LEBANON**INCOME STATEMENT(Mike Walker Estimate)****Projected Lease Payment for the period December 31,2004**

	Projected Jan04 thru Jun04	Projected Jul04 thru Dec04	Projected Total
GROSS RENT			
Tenants Without Lease Contracts	6,300.00	6,300.00	12,600.00
Intrigue Gymnastics	15,750.00	15,750.00	31,500.00
Banquet Room/Event Room	-	50,000.00	50,000.00
Highland Self Storage	-	8,281.25	8,281.25
Lady Godiva-Pub	17,280.00	17,280.00	34,560.00
Shoppers Alley	35,976.00	35,976.00	71,952.00
	<u>75,306.00</u>	<u>133,587.25</u>	<u>208,893.25</u>
TOTAL GROSS RENT INCOME	75,306.00	133,587.25	208,893.25
OPERATING EXPENSES			
Gas/Electric Utilities	9,413.41		
Telephone Expense	1,328.37		
Taxes & Licenses	6,783.52		
Insurance Exp.-Bldg & Property	<u>4,049.00</u>	21,574.30	21,574.30
		<u>21,574.30</u>	<u>21,574.30</u>
NET INCOME OPERATING INCOME	53,731.70	112,012.95	187,318.95

Notes:

Tenants w/o lease contracts
Back of Main Office
Thurmans Meat

Monthly

Semi Annually

450.00

600.00

Total

1,050.00

6,300.00

Banquet Room/Event Room(Mike Walker Estimate)

50,000.00

Operating expenses are assumed to remain constant for the period

EXHIBIT 7



Fax

To: MIKE WALKER AND ANITA TATE From: Heartland Roofing OFF: 367-4799

CELL: 210-8558 FAX: 367-0102

Fax: 449-5853

Pages: 1 (Including Coversheet)

Phone: 443-7653

Date: 9-13-04

Re:

CC:

MIKE, IN CONSIDERATION FOR THE ROOF INSPECTION AT "THE MILL AT LEBANON", SEVERAL ITEMS NEED TO BE ADDRESSED IN ORDER TO HAVE A MORE ACCURATE ESTIMATE FOR A COMPLETED PROJECT PRICE, BUT WITH THE TIME CRUNCH THAT WE HAVE BEEN WORKING WITH I CAN ONLY GIVE A (VERY CLOSE) ESTIMATE BASED ON WHAT IS VISIBLE ALONG WITH SOME PROBABLE SITUATIONS THAT USUALLY ARISE DURING PROJECTS OF THIS NATURE. ALSO, I WOULD CEASE ALL INTERIOR WORK UNTIL A SOUND ROOF HAS BEEN INSTALLED AS NOT TO WASTE ANY FUNDS... AFTER LOOKING OVER THE FIGURES, WE ESTIMATE THIS PROJECT TO COME IN AT AROUND \$700K. CONSIDERATIONS HAVE BEEN MADE BASED ON: AGE OF THE STRUCTURE, NUMBER OF LAYERS, IRREGULAR CONNECTION BETWEEN BUILDINGS THAT HAVE BEEN ROOFED WITH SEVERAL DIFFERENT TYPES OF MATERIALS, (NOT ONLY INDIVIDUALLY IN SOME CASES, BUT SEPERATELY AS WELL), SIZE OF THE JOB, LABOR, MATERIALS, TIME NEEDED, PERMITS AND INSURANCE. I MIGHT ALSO ADD TO SOME DEGREE, THIS IS A VERY DANGEROUS JOB. WHILE INSPECTING, MY HELPER AND I WERE CONCERNED NOT TO STAND TO CLOSE TO EACH OTHER FOR FEAR THAT OUR COMBINED WIEGHT MAY CAUSE US TO FALL THROUGH CERTAIN AREAS.

THE ONLY THINGS THAT I CAN THINK OF THAT WOULD AFFECT THE ESTIMATE WOULD BE AN UPGRADE IN CHOICE OF MATERIALS, SERIOUS UNSEEN STRUCTURAL DAMAGE, A CHANGE OF STRUCTURAL DESIGN AND A COST OF MATERIALS INCREASE. (WHICH IS HIGHLY LIKELY DO TO IRAQ (OIL) AND THE MORE RECENT FLORIDA SITUATION ZAPPING UP SUPPLIES). A BREAKDOWN ESTIMATE PER BUILDING CAN BE OBTAINED AS WE GO BUT WILL TAKE MORE RESEARCH AND WOULD INCURE A COST. IF AT ALL POSSIBLE THE ROOFS ON THESE BUILDINGS SHOULD BE DONE IN THE SAME TIME FRAME FOR CONTINUITY, WARRANTY AND COST EFFECTIVENESS. IF YOU HAVE ANY FURTHER QUESTIONS, PLEASE CONTACT ME AT THE NUMBERS ABOVE.

SINCERELY,
GARY JONES

EXHIBIT 8

CORBIS & FERRUM

ATTORNEYS & COLLECTORS OF FINE ART

VIA FAX
November 9, 2004

Michael Echevarria
The Mill at Lebanon

Dear Michael,

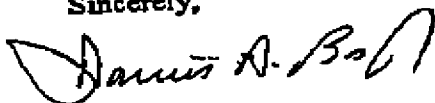
For the last several weeks you have said that you will talk to appraisers and look for other Buyers for The Mill at Lebanon. As you know, the property has three years of losses, and only several months of positive cash flow. We are facing a default on the Bank of Nashville this December, and a tax sale before then. The taxes have not been paid for the last several years and the Bank of Nashville is unwilling to consider any extensions or refinancing. As property manager you must help make the best decision for Jean Echevarria, your mother.

Last Friday you mentioned that you would contest the sale of the property to the only Buyer that is currently willing to buy this property based on the fact that you believe your mother is incapable of making any financial decisions regarding the property. As a result of our last two telephone conversations I have informed Jean's real estate agent, Mike Walker, that the contract may be contested and that he needs to inform the Buyer of this fact.

I have not yet received any information from you concerning working with other banks or buyers that would prevent Jean from defaulting on the property. Nor have I received any analysis from you that would demonstrate that this property is a good investment for your mother. I have asked for the names of banks and bank contacts that may consider refinancing, but you have insisted that you would like to take the lead.

Although Angel and Jean are meeting with Estate lawyers and doctors this week to determine how to handle her memory issues, time is of the essence for your help to prevent financial losses to Jean. Please call me and tell me whether you have any new ideas for the sale of this property or whether you are simply going to contest the sale without any alternatives.

Sincerely,



Darius A. Baghal
Attorney at Law

Cc: Jean & Angel L. Echevarria

Los Angeles
144 S. Palm Dr., First Floor, Beverly Hills, CA 90212

Washington, D.C.
Tel: (310) 622-8799

HP LaserJet 3330



iVoq
310-622-8799
Nov-9-2004 4:34PM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
366	11/ 9/2004	4:33:14PM	Send	16154535143	0:54	2	OK

CORBIS & FERRUM

FAX SHEET

TO: Michael Schwartz
(615) 432-5143

FROM: Darlene A. Baghel, Rep.
(310) 622-8799

RE: The MGM at LeFlore

DATE: November 9, 2004

OF PAGES: 2 pages total (including cover page).

NOTES:

This message is only for the use of the individual or entity to which it is addressed, and it may contain information that is privileged or confidential. Do not copy or distribute this communication, or disseminate its information, unless you are the addressee. If/when it is sent to employees with the authority to do so. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

1st Fl. Post Office, Post Office, Sandy 920, CA 92013

FAX: (310) 622-8799, (310) 622-8799

EXHIBIT 9



750 Old Hickory Blvd - Suite 150 - Brentwood, TN 37027

Phone: (615) 370-8198
 Toll Free: 1-888-223-8380
 Fax: (615) 371-9078
www.acecfi.com/nashville

12/08/2004

Anita Tate
 Cumberland Real Estate
 124 Public Square
 Lebanon, TN 37087

Dear Anita,

I was notified by David Purrish, of Silver Hill Financial, that the contracted appraiser was dispatched from the property at The Mill at Lebanon again! As a result of continuous harassment from Mike Echevarria, the appraiser has quit the appraisal job and will not return to that location.

I would like to review the time line from September to now concerning this sale.

- September 29- First pre-approval letter issued to Mr. Jong Byun.
- November 3- bid process initiated to secure a commercial appraiser and Silver Hill receives \$2,000 appraisal fee from Jong Byun. Received final contract and addendums from your office.
- November 16- Commercial appraiser Roger Joynes was sent for the initial property inspection and refused access to the property because the property was not for sale, per Mr. Echevarria. Appraisal was to be completed in ten (10) days.
- November 17- Contacted David Purrish concerning another attempt at the appraisal if we could offer the assurance there would not be any further interference from Mr. Echevarria. Per your office and the office of Rochelle, McCulloch & Aulds, PLLC, there would be no more issues gaining access to the property.
- November 26- The appraiser was allowed to walk the property from 9:30 A.M. to 1:00 P.M. for the preliminary walk through.
- November 29- Received rate lock extension from Silver Hill Financial.
- December 3- Appraiser returns to the property for the final walk through and assessment. Mr. Mike Echevarria, per Mr. Roger Joynes, asked Roger to leave the property. Roger Joynes informed Mike Echevarria he was there to complete an appraisal and who was he and why should it concern him? After several minutes of discussion, Mike Echevarria introduced himself as the owner and that the property was not for sale, according to Roger Joynes.
- December 7- Contacted Silver Hill Financial concerning the clearance of another appraisal service, Newman Appraisals in Lebanon.
- December 8- Received clearance on Newman Appraisals and issued an Engagement Letter to them at an appraisal fee of \$4,500 due to the short time to completion.



Indianapolis, IN (2 Locations) • Evansville, IN • Bloomington, IN • Terre Haute, IN • Merrillville, IN •
 South Bend, IN • St. Louis, MO • Minneapolis, MN • Nashville, TN • Jacksonville, FL • Las Vegas, NV •
 North Phoenix, AZ • South Phoenix, AZ • Denver, CO • Cincinnati, OH • Columbus, OH • Tampa, FL



ROCHELLE MCCULLOCH & A FAX: 6154438775
12/09/2004 17:04 FAX 6154495852
12/09/2004 17:45 61537199.

CUMBERLAND REALTY

ACE MTG FUNDING

Dec 10 2004 15:04

P. 08

004/026

PAGE 03/03



750 Old Hickory Blvd • Suite 150 • Brentwood, TN 37027

Phone: (615) 370-8158
Toll Free: 1-888-223-8180
Fax: (615) 371-9678
www.aceoft.com/nashville

After speaking with David Furrish earlier today, the senior underwriters and appraisal review analyst are beginning to question whether to proceed with this loan. Since the initial Pre-Approval has expired, they can pull the rug out from under us at any time! There can not be any more delays. This loan must close by December 24, 2004. If the close is not completed by that date, I will be forced to withdraw the loan from Silver Hill Financial. I can not damage our reputation with our largest commercial lender over one loan. We have already been granted one rate lock extension, even with prime moving once during the process and another adjustment is expected by the Federal Reserve later this month. I will find it hard to request another exception from Silver Hill Financial after all the delays due to a situation out of our control.

Please let me know what I can do to assist in the completion of the transaction.

Respectfully,

David Pilgrim
Commercial
&
Residential
Loan Officer



Indianapolis, IN (2 Locations) • Evansville, IN • Bloomington, IN • Terre Haute, IN • Merrillville, IN •
South Bend, IN • St. Louis, MO • Minneapolis, MN • Nashville, TN • Jacksonville, FL • Las Vegas, NV •
North Phoenix, AZ • South Phoenix, AZ • Denver, CO • Cincinnati, OH • Columbus, OH • Tampa, FL



EXHIBIT 10

FILE COPY

IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE

MICHAEL A. ECHEVARRIA,

Plaintiff

Civil Action No. 04418

THE MILL AT LEBANON, LLC,

Defendant

COMPLAINT

FILED
 DEC 02 2004
 A.M. 9:15 P.M.
 BARBARA WEBB, CLERK & MASTER
 CHANCERY COURT WILSON CO, TN

Comes the Plaintiff, Michael A. Echevarria, and sues the Defendant, The Mill at Lebanon, LLC, as follows:

1. Michael A. Echevarria is a citizen and resident of Wilson County, Tennessee residing at 300 North Maple Street, Lebanon, Wilson County, Tennessee.
2. The Mill at Lebanon, LLC is a Tennessee Limited Liability Company with its principle executive office at 12 Desert Highland Drive, Henderson, Nevada 89052.
3. The principle asset of the Defendant is real property located in Lebanon, Wilson County, Tennessee, described according to the attached exhibit which is incorporated herein by reference.
4. Plaintiff is the president of the LLC and pursuant to the Operating Agreement is vested with the authority to sign and deliver deeds and other documents concerning real estate. The owner of the LLC is Jean R. Echevarria, mother of the Plaintiff. It is believed that Ms. Echevarria suffers from Alzheimer's disease or other type of dementia and is incapable of handling her financial affairs. Ms. Echevarria resides at 12 Desert Highland Drive, Henderson, Nevada 89052.
5. There is being filed simultaneously with this action a Petition for Appointment of Temporary Guardians of Estate Only and Petition for Appointment of General Guardians of Estate Only in the District Court of Clark County, Nevada requesting that the Nevada state courts appoint a guardian for Ms. Echevarria.

6. Notwithstanding the fact that Plaintiff is the president of the LLC and Ms. Echevarria is suffering from dementia, Plaintiff was informed on November 29, 2004, that a contract for sale of the real property described above was pending and scheduled to close on December 3, 2004. Plaintiff has not been provided with a copy of any contract for sale of the above described property and does not know its terms and conditions and does not believe that Ms. Echevarria is mentally capable of executing and understanding such a contract.

7. Although Plaintiff is not an owner of the LLC, he does actively manage the property on a daily basis and has invested approximately Two Hundred Thousand Dollars (\$200,000.00) of his personal funds in the improvements to the above described real property.


8. Due to the above, Plaintiff believes that he will suffer immediate and irreparable harm before notice can be given and a hearing held in the event the proposed sale is not enjoined.

WHEREFORE, PLAINTIFF PRAYS

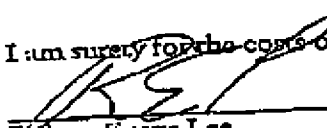
1. That proper process issue and be served upon Defendant and it be required to answer.
2. That the sale of the real property described herein be enjoined.
3. That Plaintiff have all further and general relief.

THIS IS THE FIRST APPLICATION FOR A RESTRAINING ORDER IN THIS CAUSE

RESPECTFULLY SUBMITTED,


Robert Evans Lee, # 5629
Lee & Lee Attorneys at Law, P.C.
Attorneys for Plaintiff
109 East Gay Street
Lebanon, TN 37087
615/ 444-3900

I am surety for the costs of this cause.


Robert Evans Lee
Lee & Lee Attorneys at Law, P.C.

STATE OF TENNESSEE
COUNTY OF WILSON

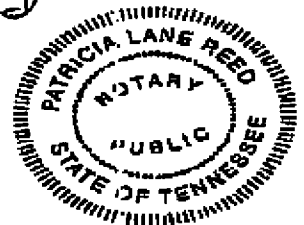
I, Michael A. Echevarria, after first being duly sworn, according to law, make oath that the statements in his foregoing Complaint, made as of his own knowledge, are true, and those made as on information and belief, he believes to be true. Witness my hand this 1 day of December 2004.

Michael A. Echevarria
Plaintiff

SWORN to and subscribed before me this 1st day of December 2004.

Patricia Lane Reed
Notary Public

My Commission Expires: 3-27-06 -



Geo/ echevarriacomplaint

EXHIBIT A

FILED
DEC 02 2004
A.M. 9:15 P.M.
BARBARA WEBB, CLERK & MASTER
KENTUCKY COURT WRITING, INC.

LEGAL DESCRIPTION

BEING a parcel of land in the Tenth Civil District of Wilson County, City of Lebanon, Tennessee, located on the westerly margin of North Maple Street north of West Main Street and being more particularly described as follows:

BEGINNING at an iron pin in the west margin of North Maple Street at the northeast corner of herein described tract;

Thence, with the westerly margin of North Maple Street, S04 degrees 16'12"W, 353.60 feet to an iron pin;

Thence, continuing with said margin, S05 degrees 19'53"W, 269.85 feet to an iron pin;

Thence, leaving said margin with the north line of Timothy A. Edwards of record in Deed Book: 457, page 665, R.O.W.C., N84 degrees 26'04"W, 222.71 feet to a 10" wood post;

Thence, S03 degrees 23'36"W, 38.00 feet to a point in the center of Sinking Creek;

Thence, with the center of said creek, N62 degrees 07'08"W, 173.22 feet to a point;

Thence, leaving said creek, S07 degrees 18'09"W, 31.00 feet to a iron pin in northerly margin of CSX Transportation Railroad;

Thence, with said margin and a curve concave to the south having a central angle of 15 degrees 06'28", a radius of 1004.93 feet and a chord of N44 degrees 57'42"W, 264.22 feet for an arc length of 264.98 feet to an iron pin;

Thence, S07 degrees 31'12"W, 28.94 feet to an iron pin;

Thence, with a curve concave to the south having a central angle of 08 degrees 47'00", a radius of 979.93 feet and a chord of N35 degrees 57'10"W, 150.07 feet for an arc length of 150.22 feet to an iron pin;

Thence, N60 degrees 26'47"W, 408.53 feet to an iron pin in the easterly margin of North Greenwood Street;

Thence, with said margin and a curve concave to the east having a central angle of 05 degrees 44'40", a radius of 542.96 feet and a chord of N09 degrees 11'07"E, 34.41 feet for an arc length of 54.44 feet to a point;

Thence, leaving said margin, S84 degrees 47'41"E, 26.05 feet to a point;

Thence, N05 degrees 00'53"E, 40.00 feet to an iron pin;

Thence, N84 degrees 40'26"W, 19.58 feet to an iron pin in the east margin of North Greenwood Street;

BK 818 PG 2501

Thence, with a curve concave to the east having a central angle of 34 degrees 05'30", a radius of 542.96 feet and a chord of N33 degrees 22'56"E, 318.32 feet for an arc length of 323.07 feet to a point;

Thence, N30 degrees 24'50"E, 2.00 feet to an iron pin;

Thence, leaving said margin with the south line of a 12-foot alley, S82 degrees 55'10"E, 620.71 feet to an iron pin in the west line of BellSouth Mobility, Inc. of record in Deed Book 440, page 193, R.O.W.C.;

Thence, S09 degrees 17'27"W, 8.63 feet to an iron pin;

Thence, S82 degrees 49'05"E, 68.90 feet to an iron pin;

Thence, with Jerry B. Collis and wife, Robbie of record in Deed Book 458, page 25, R.O.W.C., and Larry Ferrell of record in Deed Book 449, page 505, R.O.W.C., S04 degrees 43'36"W, 107.33 feet to an iron pin;

Thence, with the south line Ferrell, S86 degrees 05'59"E, 235.03 feet to the point of beginning, containing 611,798 square feet or 14.05 acres, more or less.

CDMA\PCDOCS\ATL\3915901

THIS INSTRUMENT PREPARED BY:
Lee and Lee, Attorneys at Law, P.C.
109 East Gay Street
Lebanon, Tennessee 37087

FILED
DEC 02 2004
A.M. 4:15 P.M.
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO. TN

ABSTRACT OF SUIT (LIENS LIS PENDENS)

Pursuant to Section 20-3-101, Tenn. Code Ann., notice is hereby given that Michael A. Echevarria, (hereinafter "Plaintiff") has filed a Complaint in the Chancery Court for the Wilson County, Tennessee, Civil Action No. 04418, against The Mill at Lebanon LLC seeking to enjoin the sale certain real property described below, located in Wilson County, Tennessee, and owned by The Mill at Lebanon LLC. Plaintiff filed said action on December 1st, 2004, and it is styled Michael A. Echevarria v. The Mill at Lebanon LLC.

Notice is further given that the Plaintiff claims a lien lis pendens upon said real property, the description of which is as follows:

See attached Exhibit.

IN WITNESS WHEREOF, this Abstract of Suit (Lien Lis Pendens) has been executed this the 1st day of December 2004.



Michael A. Echevarria, Plaintiff

STATE OF TENNESSEE
COUNTY OF WILSON

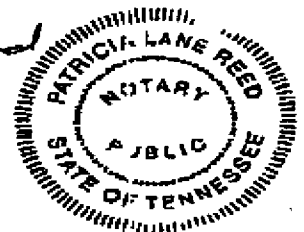
I, Michael A. Echevarria, after first being duly sworn, according to law, make oath that: I have read the foregoing Abstract of Suit (Lien Lis Pendens) and the facts set forth therein are true: to the best of my knowledge, information and belief. Witness my hand this the 1st day of December 2004.


Plaintiff

SWORN to and subscribed before me this 1st day of December 2004.


Notary Public

My Commission Expires: 3-27-06



CERTIFICATE

STATE OF TENNESSEE
COUNTY OF WILSON

I, Barbara Webb, Clerk & Master, do hereby certify that the foregoing is a true Abstract of the Complaint filed in the case of Michael A. Echevarria v. The Mill at Lebanon LLC in the Chancery Court for the State of Tennessee, Wilson County. Given my hand and official seal this the ___ day of December 2004.

Barbara Webb (12/17)
Barbara Webb Clerk & Master

BY:

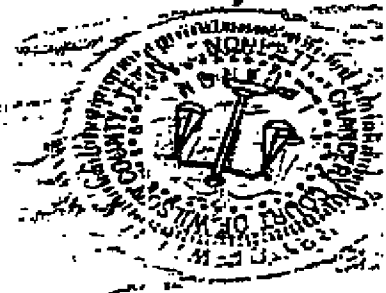
Deputy Clerk

Luthan D. Cray 12/17

STATE OF TENNESSEE, COUNTY OF WILSON
I hereby certify the foregoing to be a true and perfect copy of the original instrument on file in this case.

2nd day of *December*, 20 *04*
BARBARA WEBB, CLERK & MASTER

Luthan D. Cray D. C & M



Gen/ misc/enclosures

EXHIBIT A

2013/014
 DEC 02 2004
 A.M. 9:15 P.M.
 BARBARA WEBB, CLERK & MASTER
 CHANCERY COURT WILSON CO, TN
 BK 818 PG 2500

LEGAL DESCRIPTION

BEING a parcel of land in the Tenth Civil District of Wilson County, City of Lebanon, Tennessee, located on the westerly margin of North Maple Street north of West Main Street and being more particularly described as follows:

BEGINNING at an iron pin in the west margin of North Maple Street at the northeast corner of herein described tract;

Thence, with the westerly margin of North Maple Street, S04 degrees 16'12"W, 353.60 feet to an iron pin;

Thence, continuing with said margin, S05 degrees 19'53"W, 269.86 feet to an iron pin;

Thence, leaving said margin with the north line of Timothy A. Edwards of record in Deed Book 457, page 665, R.O.W.C., N84 degrees 26'04"W, 222.71 feet to a 10" wood post;

Thence, S05 degrees 23'56"W, 38.00 feet to a point in the center of Sinking Creek;

Thence, with the center of said creek, N62 degrees 07'08"W, 173.22 feet to a point;

Thence, leaving said creek, S07 degrees 13'09"W, 31.00 feet to a iron pin in northerly margin of CSX Transportation Railroad;

Thence, with said margin and a curve concave to the south having a central angle of 13 degrees 00'28", a radius of 1004.93 feet and a chord of N44 degrees 57'42"W, 264.22 feet for an arc length of 264.98 feet to an iron pin;

Thence, S07 degrees 31'12"W, 28.94 feet to an iron pin;

Thence, with a curve concave to the south having a central angle of 08 degrees 47'00", a radius of 979.93 feet and a chord of N55 degrees 57'10"W, 150.07 feet for an arc length of 150.22 feet to an iron pin;

Thence, N60 degrees 26'47"W, 408.53 feet to an iron pin in the easterly margin of North Greenwood Street;

Thence, with said margin and a curve concave to the east having a central angle of 05 degrees 44'40", a radius of 542.96 feet and a chord of N09 degrees 11'07"E, 54.41 feet for an arc length of 54.14 feet to a point;

Thence, leaving said margin, S84 degrees 47'41"E, 26.05 feet to a point;

Thence, N05 degrees 00'53"E, 40.00 feet to an iron pin;

Thence, N84 degrees 40'26"W, 19.58 feet to an iron pin in the east margin of North Greenwood Street;

BK 818 PB 2501

Thence, with a curve concave to the east having a central angle of 34 degrees 05'30", a radius of 542.96 feet and a chord of N33 degrees 22'56"E, 318.32 feet for an arc length of 323.07 feet to a point;

Thence, N30 degrees 24'50"E, 2.00 feet to an iron pin;

Thence, leaving said margin with the south line of a 12-foot alley, S82 degrees 55'10"E, 620.71 feet to an iron pin in the west line of BellSouth Mobility, Inc. of record in Deed Book 440, page 193, R.O.W.C.;

Thence, S09 degrees 17'27"W, 8.63 feet to an iron pin;

Thence, S82 degrees 49'05"E, 68.90 feet to an iron pin;

Thence, with Jerry B. Collis and wife, Robbie of record in Deed Book 458, page 25, R.O.W.C., and Larry Ferrell of record in Deed Book 449, page 505, R.O.W.C., S04 degrees 43'36"W, 107.33 feet to an iron pin;

Thence, with the south line Ferrell, S86 degrees 05'59"E, 235.03 feet to the point of beginning, containing 611,798 square feet or 14.05 acres, more or less.

ODMAPCDOCSAIL3915901

BK/PG: 1086/1258-1261

04248304

4 FEB 1 AM - LIT VERIFIED	
JPWCL, QWCL: 47884	
12/02/2004 - 09:31 AM	
WELLS	8.00
REVERSE TAX	8.00
TRANSFER TAX	8.00
RECORDING FEE	10.00
SP FEE	8.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

SEALS OF TARRANT, TARRANT COUNTY

JOHN B SPICKARD
REGISTER OF DEEDS

EXHIBIT 11

FILE COPY

IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE

MICHAEL A. ECHEVARRIA,

Plaintiff,

Civil Action No. 04413

v.

THE MILL AT LEBANON, LLC,

Defendant.

FILED
DEC 02 2004 P.M.
9:15
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO., TN

TEMPORARY RESTRAINING ORDER

TO: The Mill at Lebanon, LLC

You are hereby restrained from conveying the real property described in the attached exhibit pending further orders of this Court, and

This the 1st day of December 2004.

CK Smith
C.K. Smith, Chancellor

Gen/mkt/mkt/mkt/mkt

EXHIBIT 12

The MIKE WALKER Home Selling Team

Mike Walker, Agent/Auctioneer

Cumberland Real Estate

121 Public Square

Lebanon, TN 37087

443-7653

449-5953 Fax

Facsimile Transmission

TO: Darius / Angel

FAX NUMBER: 310-861-9061 / 702-914-3448

FROM: MIKE WALKER / CUMBERLAND REAL ESTATE & AUCTION

DATE: 12 13 04

PAGES: 2

SUBJECT: The Mill at Lebanon

MESSAGE:

This extension has been requested due to
obvious delays. Buyer will not pay \$4500 for
appraised until all court matters have been
resolved. Please sign & fax back to 615 449 5953

Thanks

Mike

12/13/2004 09:27 FAX 6154485953

CUMBERLAND REALTY

002/002

12/08/2004 15:15 FAX 6154495853

CUMBERLAND REALTY

002/002

SOLD
CUMBERLAND
REAL ESTATE
AUCTION
Your HomeTeam
Advantage

124 Public Square
Lebanon, TN 37087
(615) 443-7653
Fax (615) 449-5953

ADDENDUM:

Date: 12-9-04

This addendum is to the Sales Contract between Jean Echevarria
Seller and Jong Hwa Byun Buyer of the property located at
218 N Maple St Lebanon, TN 37087
Tennessee dated October 28, 2004

The below listed items are hereby incorporated in and are a part of said contract:
Closing date to be extended to on or before
January 22, 2005 as court dates, interference
of Son's injunction hearings does not allow
buyer time for an appraisal after hearings
to meet the contract closing date of December
22, 2004. Son has run off the first appraisal
twice so work could not be completed in
a timely manner for mortgage company.

Sellers

* Jong Hwa Byun
Buyers

Sellers

Buyers

Date

Time

Date

Time

12-9-04

3:05pm

EXHIBIT 13

December 15, 2004

December 15, 2004

Mr. Michael A. Echevarria
300 North Maple Street
Lebanon, TN 37087

Re: Termination of Employment

Dear Mr. Echevarria:

Please be advised that you are immediately terminated as President and Tax Matters Member of The Mill at Lebanon, LLC, and are hereby ordered to immediately vacate the premises.

Respectfully,

Angel L. Echevarria
Successor Trustee of The Jean R. Echevarria Trust
Dated November 14, 1997 and Power of Attorney
for Jean R. Echevarria

EXHIBIT 14

JAN 19 2005

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE
AT LEBANON

JAN 18 10:15 A

MICHAEL A. ECHEVARRIA,

Plaintiff,

vs.

THE MILL AT LEBANON, LLC,

Defendant.

CIVIL ACTION NO.: 04-418

RECEIVED

LIONEL SAWYER & COLLINS
3:48 AM/PM

FEB 16 2005

CALLED _____ AM/PM
V/M _____ 3:50 AM/PM
DEL _____ AM/PM

INITIALS EB/EB

ORDER

This cause came on to be heard on the 19th day of January, 2005, on the Motion of The Mill at Lebanon, LLC to dismiss the Complaint, to dissolve the *Lis Pendens* as heretofore filed by the Plaintiff, to have the Plaintiff found in contempt of Court for failure to provide financial information as heretofore ordered by the Court on December 17, 2004, and for an Order ordering the Plaintiff to immediately vacate the premises known as The Mill at Lebanon, LLC, and on the argument of counsel, from all of which the Court **FINDS** and **ORDERS** that the Plaintiff, Michael A. Echevarria, is **ORDERED** to immediately vacate the premises of The Mill at Lebanon, LLC.

The Court further **FINDS** and **ORDERS** that the *Lis Pendens* is withdrawn, terminated and dismissed.

The Court is not taking any action on the Motion for Contempt, in that, the Court is deferring its jurisdiction to the District Court, Family Court Clark County, Nevada, for any and all further actions by and between Michael A. Echevarria and The Mill at Lebanon, LLC, and,

therefore, **ORDERS** that this action is dismissed and the costs of this cause are taxed to the Plaintiff, Michael A. Echevarria, for which let execution issue if necessary.

Entered this, the 25 day of January, 2005.

C. K. Smith
C. K. SMITH, CHANCELLOR

APPROVED FOR ENTRY:

Gary Vandever
GARY VANDEVER, #6695
Attorney for The Mill at Lebanon, LLC
501 Park Avenue, Suite B
P. O. Box 642
Lebanon, TN 37088-0642
615/444-7145

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he has hand delivered a true copy of the foregoing Order to:

Hon. Bob Lee
LEE & LEE
109 East Gay Street
Lebanon, TN 37087

on this, the 19th day of January, 2005.

Gary Vandever
GARY VANDEVER

SDOLACTVIL CASES\Echevarria, Angel\pleadings\Order-1-19-05

EXHIBIT 15

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE
AT LEBANON

MICHAEL A. ECHEVARRIA,
Plaintiff

FILED
JAN 28 2005
A.M. 1:45 P.M.
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO, TN

v.

THE MILL AT LEBANON, LLC
Defendant

and

THE JEAN R. ECHEVARRIA TRUST
Defendant

and

JEAN ECHEVARRIA, individually
Defendant

**COMPLAINT FOR BREACH OF CONTRACT, UNJUST
ENRICHMENT, QUANTUM MERUIT AND FOR RESTORATION
AND POSSESSION OF PERSONAL RESIDENCE AND RETURN OF
PERSONAL ITEMS**

Comes now the Plaintiff, MICHAEL A. ECHEVARRIA, by and through counsel Brody N. Kane, and files this Complaint against the Defendants, THE MILL AT LEBANON, LLC, the JEAN R. ECHEVARRIA TRUST and JEAN ECHEVARRIA, individually, and would show the Court as follows:

1. That Plaintiff, Michael Echevarria is a citizen and resident of Wilson County, Tennessee, residing at 300 N. Maple Street, Lebanon, TN. Up until just recently, Plaintiff was also the President and Managing Member and Tax Manager of Defendant, The Mill at Lebanon, LLC.
2. The Defendant, The Mill At Lebanon, LLC is a Limited Liability Company existing under the laws of the State of Tennessee and is properly registered to do business in the State of Tennessee. The LLC is an active business and the Registered Agent for The Mill At Lebanon, LLC is Charles Sanger located at 414 Union Street, S-1600, Nashville, TN 37219.

3. The Defendant, Jean Echevarria is a resident of 12 Desert Highland Drive, Henderson, Nevada 89052, and owns 100% of the Membership Interest in The Mill At Lebanon, LLC.
4. The Defendant, The Jean Echevarria Trust, is a Trust established in the State of Nevada. Angel Echevarria is the Trustee of the Trust and resides at 12 Desert Highland Drive, Henderson, Nevada 89052. Upon information and belief, The Jean Echevarria Trust now owns Jean Echevarria's membership interest in The Mill At Lebanon, LLC.
5. Venue in the instant case is properly found in Wilson County, Tennessee pursuant to T.C.A. 20-4-101 and T.C.A.20-4-104.
6. That on or about May 2000, The Mill At Lebanon, LLC purchased the property known as "The Mill" located at 300 N. Maple Street, Lebanon, TN 37087.
7. That at the time, Michael Echevarria was named President, Tax Matters Member and Managing Member of The Mill At Lebanon, LLC.
8. That Defendant, Jean Echevarria, Mother of Michael Echevarria, appointed Plaintiff, Michael Echevarria to these aforementioned positions and asked him to handle the task of managing "The Mill". An oral contract was entered into between the parties whereby Plaintiff would be fully compensated for his services to the LLC. Plaintiff's job and services to the LLC entailed property management of "The Mill", construction management of the remodeling and reconstruction of "The Mill", leasing duties of "The Mill", maintenance duties of "The Mill", marketing duties and client/vendor duties of "The Mill". All services for the benefit of the LLC were performed in Lebanon, TN. All business of the LLC, was conducted in Lebanon, TN in that the only real asset of the LLC is "The Mill" property which is located in Lebanon, Tennessee.
9. That, to date, Plaintiff has failed to be compensated fully for his services performed for the benefit of the Defendants. Moreover, he would aver that his sole efforts have increased the value of The Mill from One million dollars to Three Million dollars, as set forth in the most recent appraisal of said property.
10. That one benefit Plaintiff did receive from Defendants as President and Manager was the benefit of residing in "The Mill". Plaintiff has resided at "The Mill" up until he was forcibly removed from the property on January 26, 2005.

11. That along with the duties and services he performed on behalf of and for the benefit of the Defendants, Plaintiff also spent a considerable amount of his personal monies on renovating "The Mill". Plaintiff would aver that he has spent approximately \$130,000.00 or more of his own money for the benefit of the LLC asset. He would further aver that it was agreed between Plaintiff and Defendants that this money was a loan and that he would be fully reimbursed. To date, he has not received payment in full on his loan and the Defendants have defaulted on said loan.
12. That Defendant, Jean Echevarria, signed over her Power of Attorney to her daughter, Angel Echevarria. Thereafter, Jean Echevarria's membership interest in The Mill At Lebanon, LLC was transferred to the Jean Echevarria Trust. Upon information and belief, Plaintiff would aver The Jean Echevarria Trust still owns the aforesaid membership interest.
13. That, thereafter, Jean Echevarria was found to be suffering from dementia and possibly alzheimers disease and a Nevada Court appointed Angel Echevarria her Conservator.
14. That in December 2005, Plaintiff received a letter from The Mill At Lebanon, LLC removing him as President and Manager of the LLC.
15. That in December of 2004, Plaintiff was advised that the Defendant, The Mill At Lebanon, LLC was selling "The Mill" to a buyer. Thereafter, Plaintiff filed a lawsuit in Chancery Court under case number 04-418, attempting to enjoin the property from being sold. The Defendant in the case, The Mill At Lebanon, LLC filed an Answer to said Complaint but did not file a Counter-Complaint praying that Plaintiff be removed from the property. The Mill At Lebanon, LLC did file a General Sessions Detainer Action but said matter was postponed in the General Sessions Court and upon information and belief, Defendant would show the General Sessions Court has not reset the matter for trial.
16. Plaintiff would aver that Defendant, The Mill At Lebanon, LLC, did file a Motion to have Michael Echevarria vacate "The Mill" and a Motion to Dismiss in the Chancery Case Number 04-418. The Motion to Dismiss was granted and an Order was entered on January 25th, 2005, said Order stated that Plaintiff should vacate the premises immediately. Plaintiff would aver the Detainer Action was never tried and that since the Defendant, The Mill At Lebanon, LLC never sued Plaintiff with a Counter-Complaint to evict him in the Chancery Case, the Order may not be valid and Plaintiff should have the right to remain in "The Mill" until proper legal process is followed and

Plaintiff has a trial on the merits of the Detainer Action.

17. That "The Mill" is set to be sold in the very near future. The closing is imminent. Plaintiff would aver, upon information and belief, the only real asset of The Mill At Lebanon, LLC is "The Mill" property and that after the sale of the property, the only asset of the LLC will be the proceeds of the sale. Plaintiff fears that if the Defendants, The Mill At Lebanon, LLC, Jean Echevarria, her Conservator, Angel Echevarria, and/or The Jean Echevarria Trust receive the proceeds from the sale of the property, those funds will leave the State of Tennessee and Plaintiff will have no means of ever being compensated by the Defendants for work and services he performed for their benefit in Lebanon, Tennessee.

Further, Plaintiff would aver that if those funds do leave the State of Tennessee, his only chance to be compensated by the LLC will be to file a claim in the Nevada Courts. However, Plaintiff would show the Court he would be at a great disadvantage if this were done because he performed all his duties, services, labor and work for the Defendants in Lebanon, TN, the loan to the Defendants was made in Lebanon, TN and all his witnesses who could prove his allegations are located in Lebanon, TN.

18. That Plaintiff would ask the Court to enter an Order escrowing the proceeds of the sale of "The Mill" property and hold them in an interest bearing account until a full hearing can be heard on these matters set forth herein and that if a judgment is rendered on Plaintiff's behalf, the Court award said judgment from the proceeds of the sale held in Escrow by the Court.
19. That Plaintiff would aver that he has duly performed all terms and conditions of the oral contract he had with the Defendants and that Defendants have defaulted on said agreement by not fully compensating him for his services.
20. That Plaintiff would aver that he has loaned the Defendants money for the benefit of "The Mill" property and that Defendants have failed to reimburse him for said loan and have defaulted on said loan agreement.
21. That Defendants have unjustly been enriched directly as a result of Plaintiffs services for the benefit of Defendants and by his loan for the benefit of "The Mill" property, owned by the Defendants, and that it would be unjust for the benefitted parties to retain said benefit without paying for it.
22. That Plaintiff has wrongfully been removed from his legal residence without proper process of law and is entitled to be restored to his legal residence at

300 N. Maple Street, Lebanon, TN until a full hearing is had on said matter. Plaintiff would further show that by law, Plaintiff had 30 days to appeal the prior Order of the Chancery Case # 04-418, before Defendants would legally have the authority to require him to vacate the residence. Plaintiff would aver that on January 26, 2005, he and his girlfriend were forcibly removed from "The Mill" by police officers and agents of the Defendants. The Court Order ordering them to immediately vacate the residence had been signed and entered on January 25, 2005. Their personal belongings were confiscated by the Defendants and they were threatened with arrest if they did not leave the premises. Plaintiff would show he was damaged by Defendants unlawful actions in that he was put out on the street, without his clothes, personal and business records, furnishings, and other personal belongings and has suffered great anguish, embarrassment and has been damaged both mentally, physically and monetarily by the wrongful actions of Defendants. Moreover, Plaintiff would aver that, to date, because of Defendants' conduct, actions and unlawful ouster as set forth in T.C.A. 66-28-504, Plaintiff is entitled to a money judgment against all three Defendants in a sum to be determined at the trial, including punitive damages, plus attorney fees and court costs. Further, Plaintiff is entitled to the return of all his personal property located at "The Mill" and is entitled to have his legal residence of 300 N. Maple Street restored to him until proper legal process is followed. Further, Plaintiff is entitled to the return of all his personal belongings located at 300 N. Maple Street, Lebanon, TN.


23. That based upon the oral contract between the parties whereby Defendants were to compensate Plaintiff for his 5 years of service at "The Mill", the loan agreement between the parties whereby Plaintiff loaned Defendant, LLC monies for the benefit of "The Mill", and the theories of breach of contract, unjust enrichment and quantum meruit whereby the Defendants have received a benefit from Plaintiffs direct efforts and services and have failed to pay Plaintiff for these services, Plaintiff is entitled to a money judgment against all three Defendants in a sum to be determined at the trial of this action, but not less than \$500,000.00, plus attorney fees and court costs.

WHEREFORE FOR PREMISES CONSIDERED:

1. That proper process issue and that Defendants, The Mill At Lebanon, LLC, JEAN ECHEVARRIA, and THE JEAN R. ECHEVARRIA TRUST be served with this Complaint and answer as required by law.

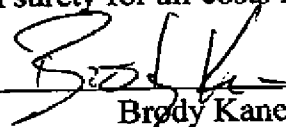
2. Plaintiff be awarded a monetary judgment, including pre-judgment interest, against Defendants, The Mill At Lebanon, LLC, Jean Echevarria, The Jean R. Echevarria Trust for breach of contract, default on the loan payments, unjust enrichment, quantum meruit in a sum to be determined at the trial of this action, but not less than \$500,000.00.
3. Plaintiff be awarded a money judgment, including prejudgment interest, against Defendants, The Mill At Lebanon, LLC, Jean Echevarria, The Jean R. Echevarria Trust for their wrongful actions and unlawful ouster and exclusion in forcibly removing him from "The Mill" and confiscating his personal belongings in a sum to be determined at the trial of this action, including punitive damages, but not less than \$500,000.00
4. Plaintiff be restored to his legal residence at 300 N. Maple Street, Lebanon, Tn 37087 and Defendant immediately return all of Plaintiff's personal property.
5. Plaintiff be awarded a judgment for his attorney fees and court costs.
6. For General Relief

Respectfully Submitted,



BRODY N. KANE, #17435
Attorney for Plaintiff
133 South College Street
Lebanon, Tennessee 37087
615-444-8081

I am surety for all costs in this cause.

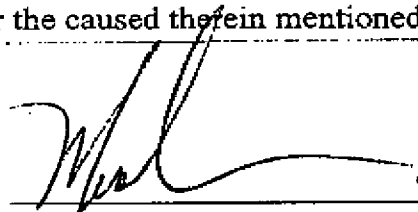


Brody Kane

STATE OF TENNESSEE

COUNTY OF WILSON


I, **MICHAEL ECHEVARIA**, after first being duly sworn, do hereby make oath that I have read the foregoing Complaint and that the facts contained therein are true to the best of my knowledge, information and belief, and that this Complaint is not made out of levity or collusion, but in truth and sincerity for the caused therein mentioned.



Michael Echevaria

Subscribed and sworn to before me,

this the 24th day of January, 2005


NOTARY PUBLIC

MY COMMISSION EXPIRES:

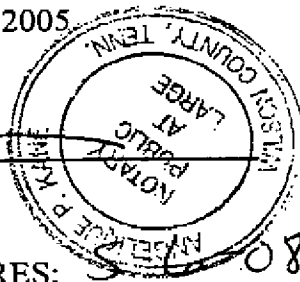


EXHIBIT 16

IN THE CIRCUIT COURT OF WILSON COUNTY

CAROLINE YORK

Plaintiff,

VS.

THE MILL AT LEBANON, LLC.

Defendant.

FILED

A.M. JAN 31 2005 P.M. 2:21

LINDA NEAL
CIRCUIT COURT CLERK
WILSON COUNTY, TNCase No. 13664
JURY DEMANDAMENDED COMPLAINT

Prior to the service of response pleadings, pursuant to Rule 15 of the Tennessee Rules of Civil Procedure and the Orders of this Court, the plaintiffs, Caroline York, hereby amends her Complaint against Defendant, The Mill at Lebanon, LLC., and for the Amended Complaint states the following:

1. The Plaintiff is a resident of Wilson County, Tennessee.
2. The Defendant is a Limited Liability Company existing under the laws of the State of Tennessee and is properly registered to do business in the State of Tennessee. Their agent for service of process is Charles Sanger located at 414 Union Street, S-1600, Nashville, TN 37219.
3. Plaintiff avers that in June of 2000 she came to Lebanon to live and work at The Mill at Lebanon, LLC. The Mill is a property located at 300 North Maple Street, Lebanon, Tennessee 37087 consisting of numerous buildings that were to be renovated and leased.
4. Her agreement with Michael Echevarria, President of the Mill at Lebanon, LLC., was that she would help oversee the premises and help with the leasing and management of the

premises. In return Plaintiff would be provided free rent for an apartment located at 300 North Maple Street, Lebanon, Tennessee 37087.

5. Plaintiff performed these functions for several years. Among various tasks she leased and booked numerous events in the property's event room, orchestrated the lease signing of Lady Godiva's Pub, ordered materials for various construction projects on the property, and would walk through and inspect the entire premises daily to insure its safety and condition.
6. In December of 2004 Michael Echevarria was replaced as president of the LLC by his sister Jean Echevarria.
7. Plaintiff continued to perform her duties including helping with a New Years Eve party hosted by a local business man, Greg Dugdale. Further, Plaintiff booked two weddings to be held later in the year of 2005 and continued her other regular duties.
8. On January 8, 2005, Defendant had the locks changed to all the various rooms and buildings to the property, but did not change the locks to 300 North Maple, Apt. 210, Lebanon, Tennessee 37087.
9. At no time was Plaintiff ever informed she was terminated from her position, nor was she ever given notice to vacate the apartment.
10. Plaintiff further avers Defendant, their real estate agent, Mike Walker, and their new property manager, Randy Trammel knew of the arrangement originally agreed upon with the former president, Michael Echevarria. Further, Defendant had constructive notice by the actions of Plaintiff in carrying out her duties for the The Mill at Lebanon, LLC.

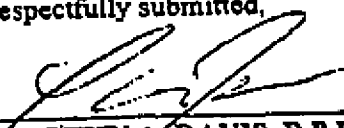
11. On January 26, 2005 Defendant's agent, Randy Trammel, showed up to the apartment of the Plaintiff, with four city police, and ordered Plaintiff off the premises threatening to have her arrested for trespassing.
12. In fear of being arrested Plaintiff left, leaving behind all of her personal belongings and thus being made homeless.
13. The locks to the property have been changed and Defendant will not allow Plaintiff access to gather her personal property.
14. The Defendant's actions are in violation of Tennessee Code Annotated § 66-28-504.
15. The actions of any employees, agents, or assigns of The Mill at Lebanon, LLC. acting in the scope and course of their employment and/or business arrangement with The Mill at Lebanon, LLC. are hereby imputed to The Mill at Lebanon, LLC. by the doctrine of respondeat superior.

PREMISES CONSIDERED, PLAINTIFF PRAYS:

- a. **THAT** due and proper process issue and be served upon the Defendant through the proper agent of service requiring them to appear and make defense to this complaint as required by law, but if answers filed, answers under oath are waived;
- b. **THAT** upon the hearing of this cause the court find the Defendant, guilty of unlawful ouster;
- c. **THAT** upon the hearing of this cause the Plaintiff, in accordance with Tennessee Code Annotated § 66-28-504 be awarded her maximum actual damages, plus punitive damages in the amount of \$50,000.00, plus reasonable attorney fees as provided by the statute;
- d. **THAT** the Defendant be required to pay the court costs incurred in these proceedings;

- e. THAT Plaintiff be restored to her legal residence at 300 N. Maple Street, Lebanon, TN 37087 and Defendant immediately return all of Plaintiff's personal property.
- f. THAT Plaintiff be granted such other and further relief to which she may be found entitled on the hearing of this matter;
- g. THAT this cause be tried before a jury of twelve (12).

Respectfully submitted,


TIMOTHY A. DAVIS, B.P.R. # 20048
Attorney for Plaintiff
115 East Main Street
Lebanon, Tennessee 37087
(615) 444-7272

COST BOND

I hereby acknowledge myself surety for any costs hereunder that may be assessed against the plaintiffs.


TIMOTHY A. DAVIS

EXHIBIT 17

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE
AT LEBANON

MICHAEL A. ECHEVARRIA,
Plaintiff

v.

04-418

THE MILL AT LEBANON, LLC
Defendant

and

THE JEAN R. ECHEVARRIA TRUST
Defendant

and

JEAN ECHEVARRIA, individually
Defendant

FILED
JAN 28 2005
A.M. 1:45 P.M.
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO, TN

MOTION TO HAVE PROCEEDS OF SALE OF THE MILL
PROPERTY HELD IN ESCROW AND
MOTION TO HAVE LEGAL RESIDENCE RESTORED AND
PERSONAL PROPERTY RETURNED

Comes now the Plaintiff, **MICHAEL A. ECHEVARRIA**, by and through counsel Brody N. Kane, and files this Motion and would show the Court as follows:

1. That Plaintiff, Michael Echevarria has filed an action in Chancery Court against the Defendants for breach of contract and unjust enrichment.
2. That Plaintiff has filed an action in Chancery Court against the Defendants seeking to have his residence restored to him at 300 Maple Street and to have his personal property returned to him by Defendants.
3. That on or about May 2000, Defendant, The Mill At Lebanon, LLC purchased the property known as "The Mill" located at 300 N. Maple Street, Lebanon, TN 37087.

4. That at the time, Michael Echevarria was named President, Tax Matters Member and Managing Member of The Mill At Lebanon, LLC.
5. That Defendant, Jean Echevarria, Mother of Michael Echevarria, appointed Plaintiff, Michael Echevarria to these aforementioned positions and asked him to handle the task of managing "The Mill". An oral contract was entered into between the parties whereby Plaintiff would be fully compensated for his services to the LLC. Plaintiff's job and services to the LLC entailed property management of "The Mill", construction management of the remodeling and reconstruction of "The Mill", leasing duties of "The Mill", maintenance duties of "The Mill", marketing duties and client/vendor duties of "The Mill". All services for the benefit of the LLC were performed in Lebanon, TN. All business of the LLC, was conducted in Lebanon, TN in that the only real asset of the LLC is "The Mill" property which is located in Lebanon, Tennessee.
6. That, to date, Plaintiff has failed to be compensated fully for his services performed for the benefit of the Defendants.
7. That one benefit Plaintiff did receive from Defendants as President and Manager was the benefit of residing in "The Mill". Plaintiff has resided at "The Mill" up until he was forcibly removed from the property on January 26, 2005.
8. That along with the duties and services he performed on behalf of and for the benefit of the Defendants, Plaintiff also spent a considerable amount of his personal monies on renovating "The Mill". Plaintiff would aver that he has spent approximately \$130,000.00 or more of his own money for the benefit of the LLC asset. He would further aver that it was agreed between Plaintiff and Defendants that this money was a loan and that he would be fully reimbursed. To date, he has not received payment in full on his loan and the Defendants have defaulted on said loan.
9. That in December of 2004, Plaintiff was advised that the Defendant, The Mill At Lebanon, LLC was selling "The Mill" to a buyer. Thereafter, Plaintiff filed a lawsuit in Chancery Court under case number 04-418, attempting to enjoin the property from being sold. The Defendant in the case, The Mill At Lebanon, LLC filed an Answer to said Complaint but did not file a Counter-Complaint praying that Plaintiff be removed from the property. The Mill At Lebanon, LLC did file a General Sessions Detainer Action but said matter was postponed in the General Sessions Court and upon information and belief, Defendant would show the General Sessions Court has not reset the matter for trial.

10. Plaintiff would aver that Defendant, The Mill At Lebanon, LLC, did file a Motion to have Michael Echevarria vacate "The Mill" and a Motion to Dismiss in the Chancery Case Number 04-418. The Motion to Dismiss was granted and an Order was entered on January 25th, 2005, said Order stated that Plaintiff should vacate the premises immediately. Plaintiff would aver that since a Detainer Action was never tried and that since the Defendant, The Mill At Lebanon, LLC never sued Plaintiff with a Counter-Complaint to evict him in the Chancery Case, the Order may not be valid and Plaintiff should have the right to remain in "The Mill" until proper legal process is followed and Plaintiff has a trial on the merits of the Detainer Action.
11. That "The Mill" is set to be sold in the very near future. The closing is imminent. Plaintiff would aver, upon information and belief, the only real asset of The Mill At Lebanon, LLC is "The Mill" property and that after the sale of the property, the only asset of the LLC will be the proceeds of the sale. Plaintiff fears that if the Defendants, The Mill At Lebanon, LLC, Jean Echevarria, her Conservator, Angel Echevarria, and/or The Jean Echevarria Trust receive the proceeds from the sale of the property, those funds will leave the State of Tennessee and Plaintiff will have no real means of ever being compensated by the Defendants for work and services he performed for their benefit in Lebanon, Tennessee.

Further, Plaintiff would aver that if those funds do leave the State of Tennessee, his only chance to be compensated by the LLC will be to file a claim in the Nevada Courts. However, Plaintiff would show the Court he would be at a great disadvantage if this were done because he performed all his duties, services, labor and work for the Defendants in Lebanon, TN, the loan to the Defendants was made in Lebanon, TN and all his witnesses who could prove his allegations are located in Lebanon, TN.

12. That Plaintiff moves the Court to enter an Order escrowing the proceeds of the sale of "The Mill" property and hold said proceeds in an interest bearing account until a full hearing can be heard on these matters set forth herein, and, that if a judgment is rendered on Plaintiff's behalf, the Court award said judgment from the proceeds of the sale held in Escrow by the Court.
23. That Plaintiff has wrongfully been removed from his legal residence without proper process of law and is entitled to be restored to his legal residence at 300 North Maple Street, Lebanon, Tn until a full hearing is had on said matter. Plaintiff would further show that by law Plaintiff had 30 days to appeal the prior Order of the Chancery Case #04-418, before Defendants would legally have the authority to require him to vacate the residence. Plaintiff would aver

that on January 26, 2005, he and his girlfriend were forcibly removed from "The Mill" by police officers and agents of Defendants. Their personal belongings were confiscated by the Defendants and they were threatened with arrest if they did not leave the premises. Plaintiff would show he was damaged by Defendants unlawful actions in that he was put out on the street, without his clothes, personal and business records, furnishings, and other personal belongings and has suffered great anguish, embarrassment and has been damaged both mentally and physically by the wrongful actions of Defendants. Moreover, Plaintiff would aver that, to date, the Defendants are refusing to turn over his personal property.

Plaintiff moves the Court to enter an Order restoring his legal residence of 300 North Maple Street, Lebanon, TN to him until proper legal process is followed and enter an Order ordering Defendants to immediately return to him all his personal belongings.

Respectfully Submitted,



BRODY N. KANE, #17435

Attorney for Plaintiff

133 South College Street

Lebanon, Tennessee 37087

615-444-8081

NOTICE

PLEASE TAKE NOTICE THIS MOTION WILL BE HEARD ON FEBRUARY 3, 2005 AT 9:00 A.M. OR AS SOON AS POSSIBLE THEREAFTER.

THIS MOTION IS TO BE SERVED WITH COMPLAINT

EXHIBIT 18

U.S. Department of Housing
and Urban Development

B. Type of Loan

1. ☐ VA 2. ☐ FHA 3. ☐ Conv. Unins.4. ☐ VA 5. ☐ Conv. Ins.

6. File Number

20205030

7. Loan Number

8. Mortgage Ins. Case No.

Law Offices of Robert L. Scruggs
Settlement Statement

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name of Borrower: Great Space, LLC
Retro Space, LLC
Theater Space, LLC

E. Name of Seller: The Mill at Lebanon, LLC TIN:

F. Name of Lender:

G. Property Location: 218 North Maple Street, Lebanon, TN

H. Settlement Agent: Robert L. Scruggs, Attorney (615) 309-7090 TIN: 32-0005958
Place of Settlement: 2525 21st Avenue South, Nashville, TN 37212

I. Settlement Date: 2/3/2005 Proration Date: 2/3/2005

A. Summary of Borrower's Transaction			B. Summary of Seller's Transaction		
100. Gross amount due from borrower:			400. Gross amount due to seller:		
101. Contract sales price	900,000.00		401. Contract sales price		900,000.00
102. Personal property			402. Personal property		
103. Settlement charges to borrower (line 1400)	5,306.25		403.		
104.			404.		
105.			405.		
A. Summary of Borrower's Transaction			B. Summary of Seller's Transaction		
106. City/town taxes			406. City/town taxes		
107. County taxes			407. County taxes		
108. Assessments			408. Assessments		
109.			409.		
110.			410.		
111.			411.		
112.			412.		
120. Gross amount due from borrower:	905,306.25		420. Gross amount due to seller:		900,000.00
200. VA Record Refund (if applicable)			500. VA Record Refund (if applicable)		
201. Deposit or earnest money			501. Excess deposit (see instructions)		
202. Principal amount of new loan(s)			502. Settlement charges to seller (line 1400)		188,554.54
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204.			504. Payoff of first mortgage loan Bank of Nashville Loan		585,683.34
205.			505. Payoff of second mortgage loan		
206.			506.		
207. Security Deposits	18,005.00		507. Security Deposits		18,005.00
208. Event Room Deposits	3,675.00		508. Event Room Deposits		3,675.00
209. February Rent (2/3/05 - 2/20/05)	10,726.94		509. February Rent (2/3/05 - 2/20/05)		10,726.94
A. Summary of Borrower's Transaction			B. Summary of Seller's Transaction		
210. City/town taxes 1/1/2005 to 2/3/2005	152.44		510. City/town taxes 1/1/2005 to 2/3/2005		152.44
211. County taxes 1/1/2005 to 2/3/2005	1,161.96		511. County taxes 1/1/2005 to 2/3/2005		1,161.96
212. Assessments			512. Assessments		
213.			513.		
214.			514.		
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220. Total paid by/for borrower:	33,721.34		520. Total reduction in amount due seller:		805,959.22
A. Summary of Borrower's Transaction			B. Summary of Seller's Transaction		
301. Gross amount due from borrower (line 120)	905,306.25		601. Gross amount due to seller (line 420)		900,000.00
302. Less amount paid by/for borrower (line 220)	33,721.34		602. Less total reduction in amount due seller (line 520)		805,959.22
303. CASH (X) FROM (Y) TO BORROWER	871,584.91		603. CASH (X) FROM (Y) TO SELLER		84,040.78

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 8252 and/or Schedule D (Form 1040).

You are required by law to provide Robert L. Scruggs, Attorney (615) 309-7090 with your correct taxpayer identification number.

If you do not provide Robert L. Scruggs, Attorney (615) 309-7090 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

RS *MSK*

Charges			Paid From	
			Borrower's Funds at Settlement	Seller's Funds at Settlement
700.	Total sales broker commission based on : \$900,000.00= \$45,000.00			
Division of commission (line 700) as follows:				
701.	\$22,500.00 to Cumberland			
702.	\$22,500.00 to Commercial Ten			
703.	Commission paid at settlement \$45,000.00			45,000.00
704.				
705.	Commission to Global Financial Network			18,000.00
800.	Items required by lender to be paid in advance			
801.	Loan origination fee			
802.	Loan discount			
803.	Appraisal fee			
804.	Credit report			
805.	Lender's inspection fee			
806.	Mortgage insurance application fee			
807.	Assumption fee			
808.	Underwriting Fee			
809.	Flood Certification Fee			
810.	Tax Service Fee			
811.				
812.				
813.				
814.	Yield Spread Premium			
900.	Items required by lender to be paid in advance			
901.	Interest from			
902.	Mortgage insurance premium for			
903.	Hazard insurance premium for			
904.				
905.	VA Funding Fee			
1000.	Reserves deposited with lender			
1001.	Hazard insurance			
1002.	Mortgage insurance			
1003.	City property taxes			
1004.	County property taxes			
1005.	Annual assessments (maint.)			
1006.	Flood insurance			
1007.				
1008.				
1009.	Aggregate Adjustment			
1100.	Items required by lender to be paid in advance			
1101.	Settlement or closing fee to Robert L. Scruggs, Attorney		300.00	300.00
1102.	Abstract or title search			
1103.	Title examination			
1104.	Title insurance binder			
1105.	Document preparation to Robert L. Scruggs, Attorney		200.00	200.00
1106.	Notary fees			
1107.	Attorney's fees to			
	Includes above items no.:			
1108.	Title insurance to Stewart Title Guaranty Company		1,423.25	1,423.25
	Includes above items no.:			
1109.	Lender's coverage			
1110.	Owner's coverage \$900,000.00 \$2,846.50			
1111.	Courier/Express Fees to Robert L. Scruggs, Attorney		40.00	
1112.				
1113.				
1200.	Government recording and transfer charges with Wilson County Register's Office			
1201.	Recording fees: Deed \$12.00		12.00	
1202.	City/county tax/stamps:			
1203.	State tax/stamps: Deed \$3331.00		3,331.00	
1204.	Release Fee to Wilson County Register's Office			38.00
1205.				
1206.				
1300.	Additional settlement charges			
1301.	Survey			
1302.	Pest inspection			
1303.	Home Warranty			
1304.	2004 Rec No 40178 \$12852.00 / 2 to Wilson County Trustee			28,017.36
1305.	2004 Rec No. 8907 \$1663.00 / 20 to City of Lebanon			3,625.40
1306.	2002 County & City Taxes 068D-K to Clerk and Master			21,413.74
1307.	Escrow to Gary Vandever			52,044.00
1308.	Escrow for State Tax Lien to State of Tennessee			18,494.79
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)		5,306.25	168,554.54

De *one*

FILED

MAY 20 2 10 PM '05

Shirley A. Rungius
CLERK

0021
CARY COLT PAYNE, ESQ.
Nevada Bar #004357
CARY COLT PAYNE, CHTD.
700 S. Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

Attorney for Respondent
MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the)
Estate of JEAN RUTH ECHEVARRIA,)

Adult Ward)

CASE NO.: G27262
DEPT. NO.: EC

Date: 6/22/05
Time: 9:00 A.M.

**NOTICE OF MOTION AND MOTION TO STAY, DISMISS OR IN THE ALTERNATIVE,
APPLICATION FOR CHANGE OF VENUE PENDING TENNESSEE MATTERS**

COMES NOW, Movant and Respondent, MICHAEL ECHEVARRIA, by and
through his attorney CARY COLT PAYNE, ESQ. of the law office of CARY COLT
PAYNE, CHTD., and respectfully submits this Notice of Motion and Motion to Stay,
Dismiss or Application for Change of Venue, etc. pending the outcome of the
Tennessee matters.

**NOTICE OF MOTION TO STAY, DISMISS OR IN THE ALTERNATIVE, CHANGE OF
VENUE PENDING TENNESSEE MATTERS**

TO: ANGEL ECHEVARRIA, Petitioner;
TO: ELYSE M. TYRELL, ESQ., G.A.L.;
TO: ELIZABETH BRICKFIELD, ESQ., Attorney for Petitioner, Angel
Echevarria.

CARY COLT PAYNE, CHTD.

700 South Eighth Street
Las Vegas, Nevada 89101
Tel: 702 383-9010 • Fax 702 383-9049

CLARK COUNTY

MAY 20 2005

RECEIVED



CE19



COMES NOW, Plaintiff, MICHAEL ECHEVARRIA, by and through his attorney, Cary C. Payne, Esq. of the law office of CARY COLT PAYNE, CHTD, and files this Notice of Motion and Motion to Stay, Dismiss or in the Alternative, Change of Venue Pending the Tennessee matters.

YOU AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the undersigned will bring the above and foregoing Motion on for hearing before the Court at the Courtroom of the above-entitled Court on the ____ day of ____ Date: 6/22/05 Time: 9:00 A.M. ____ a.m./p.m. of said day, in Department ~~A~~ of said Court.

DATED this ____ day of May, 2005.

CARY COLT PAYNE, CHTD.

Cary C. Payne, Esq.
Nevada Bar #004357
700 South Eighth Street
Las Vegas, NV 89101
(702) 383-9010

A. STATEMENT OF THE CASE(S)

A. GENERAL

MICHAEL ECHEVARRIA (hereinafter "MICHAEL") is a resident of Wilson County, in Tennessee. He has lived there since 1999, up until 2005 he operated and renovated the Mill at Lebanon.

Starting approximately 2000, MICHAEL was getting concerned about his sister ANGEL ECHEVARRIA hereinafter ("ANGEL") involvement with handling his mother's financial affairs.

In 1999, Jean Ruth Echevarria ("Ward" or "Mother") invested in a Tennessee Limited Liability Corporation (L.L.C.) (hereinafter "The Mill"). See Exhibit "A". The



purpose of the investment was manage a piece of real estate and collect rents, renovate and then sell at a profit. The owner to the real estate was the L.L.C. See Exhibit "A1". Pursuant to the agreements ANGEL was to pay all the taxes, insurance and mortgage etc., and MICHAEL was to manage it's day to day affairs.

Starting in the middle of 2004, MICHAEL started worrying about his mother's mental capacity. According to ANGEL her mother wanted to sell her investment in "The Mill". A dispute arose and MICHAEL consulted with Counsel. He was advised to seek Guardianship over his mother. It was subsequently discovered that medical doctors found Mrs. Echevarria unfit as of November 11, 2004.

1) The Nevada (Guardianship) Litigation

ANGEL as guardian has not stated a basis for filing her petition. However, she is essentially suing MICHAEL in the State of Nevada, in this Court for misappropriation of funds as it relates to MICHAEL'S operation of the Tennessee L.L.C. ("The Mill at Lebanon"). Again without citing any statutory authority, she has alleged numerous claims and has alleged that MICHAEL violated Tennessee law. The alligations include:

- Breach of Fiduciary duties (para. 13, pg. 5);
- Conspiracy and Fraud (para. 22, pg. 7);
- Failure to render requisite accountings; (para. 12, pg.4);
- That MICHAEL neglected Tennessee corporate (fiduciary) duties (para. 13, pg.5) and violated Tennessee law by failing to:
 1. pay Tennessee State Taxes; (para. 5, pg.2);
 2. prepare Financial statements; (para. 12, pg.4);
 3. secure real estate loans/app.; and evictions; (para. 25, pg.8);
 4. violated Tennessee Employment law; (para. 20, pg. 6, 7), and;



- That MICHAEL ejected appraisers and abused "process".
(para. 16, pg. 5)

2) The Tennessee Litigation

On January 28, 2005 MICHAEL filed suit in Tennessee for, inter alia breach of contract. See Exhibit "B". It turns out, ANGEL'S own Counsel in Tennessee has questioned the wards capacity when she signed the contract. See Exhibit "C". Suit was filed in the Chancery Court of Wilson County, Tennessee (case#04-418) regarding inter alia, operation of "The Mill". The claims include loss profits, breach of contract and unjust enrichment and damages. MICHAEL has named the L.L.C. Jean, individually, and The Jean Ruth Echevarria Trust¹,

Despite Court order, as of the date of this pleading, neither ANGEL or the trust have filed any responsive pleadings. See Exhibit "E". The matter is set for trial on July 29, 2005.

There is also a related suit brought by Caroline York, (case number 13664), filed in the same County and is styled "Caroline York v. The Mill at Lebanon, L.L.C. See Exhibit "F". That suit involves personal claims as it relates to Ms. York. These claims also surround Ms. York's claim and the same Defendants and Great Space L.L.C., Retro Space, L.L.C. and Theatre Space, L.L.C. (the last three (3) Defendants are all Tennessee entities).

3) The California Litigation

The ward is also the owner of California real estate aka "Union Pacific Property". She is co—owns it with her ex-husband Angel M. Cehevarria. It has been Jean's primary source of income. The property is the subject of litigation styled: 99¢ Only



Stores, Inc. vs. Angel M & Jean Echevarria Case number BC307817. It appears ANGEL is in charge of that litigation too.

B. STATEMENT OF THE FACTS

Jean Ruth Echevarria, is seventy-eight (78) years old. She is survived only by her three children ANGEL, Robert and MICHAEL. She had been diagnosed with dementia – Alzherniers type. The guardians' California attorney, Darius A. Baghai, Esq. claims Jean had been incompetent for some time. See Exhibit "C". Jean was declared medically incompetent by her physician on November 11, 2004. Jean had been and currently residing in her home at 12 Desert Highland Drive. Her daughter, ANGEL and her family also lives with the ward.

ANGEL has been handling all of her mother's affairs for several years. ANGEL was in charge of paying all taxes, monthly mortgages, etc. MICHAEL had been handling the operation side of The Mill. ANGEL had the financials done in California. Her accountant Marc Ashegian in California explains that he had been gathering up the records. It is believed that the majority of these records surround the operation of "The Mill".

II. POINTS AND AUTHORITIES

NRS 159.0365 (proceedings in another state) states:

1. If the court has reason to believe that guardianship proceedings may be pending in another state concerning a ward or proposed ward, the court may order communication with the court in the other state:

- (a) To determine the involvement or interest of each jurisdiction;
 - (b) To promote cooperation, expand the exchange of information and provide any other form of assistance; and
 - (c) To determine the appropriate jurisdiction for the proceedings.
2. As used in this section, "guardianship" includes, without limitation, a conservatorship.

¹ MICHAEL has not been provided a copy of the trust. MICHAEL is not sure of its' contents, terms or even successor trustees.



NRS 159.037 (venue) states:

1. The venue for the appointment of a guardian must be:
 - (a) The county where the proposed ward resides; or
 - (b) If the proposed ward does not reside in this state, any county in which any property of the proposed ward is located, or any county in which the proposed ward is physically present.
2. If the proper venue may be in two or more counties, the county in which the proceeding is first commenced is the proper county in which to continue the proceedings.
3. Upon the filing of a petition showing that the proper venue is inconvenient, a venue other than that provided in subsection 1 may accept the proceeding. (Emphasis added.)

**A. THE TENNESSEE COURT HAS ALREADY HELD IT HAS JURISDICTION to
RESOLVE THE MILLS' LITIGATION**

In addition to the petition for change of venue, the Tennessee Court has already agreed it has venue. Attached hereto is an order entered February 10, 2005. See Exhibit "D". It was issued out of the Chancery Court of Wilson County. It states:

That the Court finds that it has jurisdiction over the causes of action set forth in the Complaint filed by Plaintiff and that Wilson County is the proper venue for said causes of action. The Court further finds that Plaintiff's Complaint sets forth a a separate type action than that which was filed in the Family Court, Clark County Nevada. The Court finds that the causes of action arose in Wilson County, TN, that all work was done in Wilson County, TN, that the witnesses who can testify about The Mill and the causes of action set forth in Plaintiff's Complaint are located in Wilson County, TN, that all business transactions occurred in Wilson County, that all bidding and construction work on The Mill property is located in Wilson County, TN and that the Wilson County Chancery Court is the more convenient forum to hear these causes of actions and is the best place for the matters to be heard. (Emphasis added).

Clearly, pursuant to the order, the matter should be moved, or at least stayed pending the July 29, 2005 trial.

//

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1
2 **B. ALTHOUGH NEVADA MAY HAVE JURISDICTION OVER THE**
3 **WARD, ALL OF THE SUBSTANTIVE ISSUES WILL BE GOVERNED IN**
4 **ACCORDANCE WITH TENNESSEE LAW**

5 **1) Jurisdiction**

6 Family Court is a division of the district court. Nev. Const. Art. 6, § 6. The
7 legislature has granted it original, exclusive jurisdiction in the following matters:

8 (c) proceedings involving guardianships; NRS 3.223(1)(A);

9 In all other matters, the family court judges share equal coextensive and concurrent
10 jurisdiction and power with all other district court judges. NRS 3.220. It is within the
11 inherent powers of all courts to inquire into their own jurisdiction and to determine if
12 jurisdiction over the subject matter exists. In Re Estate of Singleton, 26 Nev. 106
13 (1901).

14 Where a court believes a doubt exists as to jurisdiction, the court has a duty to
15 raise and decide the issue sua sponte, Phillips v. Welch, 11 Nev. 187 (1876), even
16 though the matter of jurisdiction may be conceded by the parties. See also Pengilly v.
17 Rancho Santa Fee Homeowners Ass'n, 116 Nev. Adv. Op. 75, 5 P.3d 569, 2000 Nev.
18 LEXIS 85 (2000).

19 As to probate matter, if a Nevada resident dies with real property situated in
20 another state, it is necessary to commence an ancillary proceeding in that jurisdiction to
21 administer that portion of the decedent's estate, as each state has exclusive jurisdiction
22 over the transfer and descent of real estate within its limits. See e.g., In re Forney's
23 Estate, 43 Nev. 227, 184 P. 206 (1919).

24 The case at bar will undoubtedly involve many experts. These experts will be in
25 the fields of forensic document examiners, accountants, real estate and even experts on
26 Corporate (Tennessee) and Partnership law. All of the experts will have to have
27
28



1 expertise in Tennessee matters. The other (Lay) witnesses estimated to be in excess of
2 thirty (30) are also in Tennessee.

3
4 The money being held is in a blocked account pursuant to Tennessee Court.
5 The books and records of "The Mill at Lebanon" are housed Tennessee entities. There
6 will undoubtedly be a need to issue subpoenas, which would have to come from
7 Tennessee.

8
9 There are "other" claims that will have to be addressed. For example, the C & H
10 Construction and related law suits. Lastly, any order issued out of the State of Nevada
11 would be subject to Tennessee law. It makes judicial sense to have the entire matter
12 resolved there. Why should this Court want to spend the wards money twice, when
13 Tennessee is the proper forum and has jurisdiction over all the parties, witnesses and
14 will apply Tennessee law?

15
16 **2) CHOICE OF LAW**

17 The Guardianship Court will also be faced with a choice of law issues. A choice
18 of law question arises when the forum court could reasonably apply the law of more
19 than one jurisdiction to the issue before it and choosing the law if one jurisdiction
20 instead of another would make a difference in the outcome. The forum court applies the
21 forum state's choice of law principles to select the jurisdiction whose law the forum will
22 apply to resolve the particular issue. Choice of law principles have been fashioned by
23 case law.

24
25 The Nevada Supreme Court has already decided, Motenko v. MGM Dist. Inc.,
26 112 Nev. 1038, 921 P.2d 933 (1996) tells us that the court will apply the forum (Nevada)
27 state law unless another state (Tennessee) has overwhelming interest in the outcome.
28



(Underlined for emphasis). That is determined if two of four enumerated factors are met. Those interests are:

- A. The place where the conduct injury incurred (in this case Tennessee).
- B. Is it the place where the injury was suffered? Answer: Yes.
- C. Do the parties have the same domicile residence, nationality and is it different that the forum state? Answer: No.

MICHAEL is not domiciled or a resident in the State of Nevada. ANGEL and the ward are apparently residents of Nevada, but MICHAEL has no idea² of its' content or terms.

The Nevada court rejected the vested rights approach in tort cases and relied on the significant relationship test. There are no cases telling us that there should be a different approach in trust or guardianship cases. The Nevada courts should look for a test to promote predictability and uniformity. In Motenko, the Court relied on Section 6 of the Restatement of Law. The court stated that it should consider certainty, predictability and uniformity of result as important factors in choosing applicable law. Accordingly, under the facts of this case, the result should be the same regardless of where ANGEL or the ward lived, or where she filed the petition.

CONCLUSION

WHEREFORE, MICHAEL request this Court Dismiss parts of the Petition that apply in Tennessee and or the Reimbursement and/or Restitution and Accounting and

//

//

² MICHAEL has not been given a copy of the trust or related documents and expressly reserves the right to not be bound by the invocation of an interim or anti-contest clause.

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702.383.9010 • Fax 702.383.9049



1
2 in the alternative stay this matter, Pending a factual findings, conclusions of law in
3 Tennessee litigation, etc.

4 DATED this 18 of May, 2005.

CARY COLT PAYNE, CHTD.

CARY COLT PAYNE, CHTD.

Nevada Bar #004357

700 S. Eighth Street

Las Vegas, Nevada 89101

(702) 383-9010

Attorney for Respondent

MICHAEL ECHEVARRIA

CARY COLT PAYNE, CHTD.

700 South Eighth Street
Las Vegas, Nevada 89101

Tel: 702.383.9010 • Fax 702.383.9049



CERTIFICATE OF MAILING

This is to certify that on the 18th day of May, 2005, a copy of the foregoing Notice of Motion and Motion to Stay, Dismiss or Application for Change of Venue Pending Tennessee matter was duly served, by placing a copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope addressed to:

Elyse M. Tyrell, Esq.
TRENT & ASSOCIATES
8367 W. Flamingo, #100
Las Vegas, NV 89147

Elizabeth Brickfield, Esq.
LIONEL, SAWYER & COLLINS
300 S. Fourth St, #1700
Las Vegas, Nevada 89101

An Employee of Cary Colt Payne, CHTD.

EXHIBIT "A"

FILED

3205 3100

ARTICLES OF ORGANIZATION
OF
THE MILL AT LEBANON, LLC

APR 24 10 10 53
The undersigned person, on behalf of the limited liability company under the Tennessee Limited Liability Company Act, adopts the following as the Articles of Organization for such limited liability company:

1. The name of the limited liability company is The Mill at Lebanon, LLC, LLC (the "LLC").
2. The street address, zip code and county of the initial registered office of the LLC in the State of Tennessee shall be 414 Union Street, Suite 1600, Nashville, Tennessee 37219, County of Davidson.
3. The name of the initial registered agent of the LLC, located at the registered office set forth above, Charles S. Sanger.
4. The name and address of the organizer of the LLC is:

Jennifer Sevier Kelly
c/o Boulton, Cummings, Connors & Berry, PLC
414 Union Street, Suite 1600
Nashville, TN 37219
5. The street address and zip code of the principal executive office of the LLC shall be 132 Jeri Drive, Henderson, Nevada 89014.
6. The LLC will be member-managed and has one (1) members at the time of organization.
7. The existence of the LLC is to begin upon the filing of the Articles of Organization.
8. The duration of the LLC shall be perpetual.
9. (a) To the maximum extent permitted by the provisions of T.C.A. § 48-243-101, as amended from time to time (provided, however, that if an amendment to such act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph which occur subsequent to the effective date of such amendment), the LLC shall indemnify and advance expenses to any person, his heirs, executors and administrators, for the defense of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, including counsel fees actually incurred as a result of such proceeding or action or any

EXHIBIT "1"

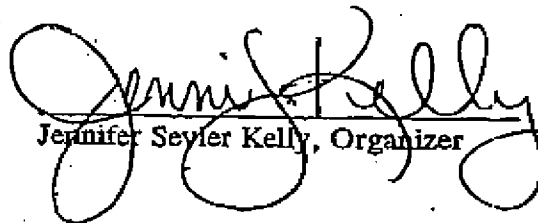
appeal thereof, and against all fines (including any excise tax assessed with respect to an employee benefit plan), judgments, penalties and amounts paid in settlement thereof, provided that such proceeding or action be instituted by reason of the fact that such person is or was a member or a governor of the LLC.

00 MAY 24 AM 10:50

(b) The LLC may, to the maximum extent permitted by the provisions of T.C.A. § 48-243-101, as amended, from time to time (provided, however, that if an amendment to such act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph which occur subsequent to the effective date of such amendment), indemnify and advance expenses to any person, his heirs, executors and administrators, to the same extent as set forth in Paragraph 9(a) above or to the extent as determined by the members, provided that the underlying proceeding or action be instituted by reason of the fact that such person is or was a manager of the LLC.

(c) Any repeal or modification of the provisions of this Paragraph 9, directly or by the adoption of an inconsistent provision of these Articles of Organization, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of such repeal or modification.

Dated: May 23, 2000.


Jennifer Seyler Kelly, Organizer

LIMITED LIABILITY COMPANY ANNUAL REPORT

ANNUAL REPORT FILING FEE DUE:

\$50 per member, with a minimum fee of \$300 and a maximum fee of \$3000.
There is an additional fee of \$20 if any changes are made in block #5
to the registered agent/office.

Please return completed form to:
TENNESSEE SECRETARY OF STATE
Attn: Annual Report
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

CURRENT FISCAL YEAR (ENDING MONTH): 05

IF DIFFERENT,

CORRECT MONTH IS

THIS REPORT IS DUE ON OR BEFORE: 09/01/03

(1) SECRETARY OF STATE CONTROL #

0389934

(2A.) NAME AND MAILING ADDRESS OF COMPANY:

THE HILL AT LEBANON, LLC
12 DESERT HIGHLAND
DR.
HENDERSON, NV 89052

(2B.) STATE OR COUNTRY OF FORMATION:

TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

C/O Ms. Jean Echevarria
12 Desert Highland Drive
Henderson, NV 89052

05/24/2000 FOR PROFIT

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:

12 DESERT HIGHLAND, DR., HENDERSON, NV 89052

B. CHANGE OF PRINCIPAL ADDRESS:

STREET

CITY

STATE

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF GOVERNORS, IF BOARD MANAGED, OR MANAGERS, IF MEMBER MANAGED.
(ATTACH ADDITIONAL SHEET IF NECESSARY.)

NAME:

JEAN ECHEVARRIA

BUSINESS ADDRESS

12 DESERT HIGHLAND DRIVE

CITY, STATE, ZIP CODE + 4

HENDERSON, NV 89052

☐ BOARD MANAGED

☒ MEMBER MANAGED

☐ THIS LLC IS PROHIBITED FROM ENGAGING IN BUSINESS IN TENNESSEE.

(5) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

CHARLES S. BANGER

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

414 UNION ST., B-1600, NASHVILLE, TN 37219

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(1) CHANGE (IF REGISTERED AGENT):

(2) CHANGE (IF REGISTERED OFFICE):

STREET

CITY

STATE

TN

ZIP CODE + 4

COUNTY

(6) NUMBER OF MEMBERS AT THE DATE OF FILING: 1

(7) SIGNATURE

(8) DATE

(9) TYPE/PRINT NAME OF SIGNER

Michael A. Echevarria

(10) TITLE OF SIGNER

President

THIS REPORT MUST BE DATED AND SIGNED



Secretary of State

Division of Business Services

312 Eighth Avenue North

6th Floor, William R. Snodgrass Tower

Nashville, Tennessee 37243

DATE: 05/17/04
REQUEST NUMBER: 5138-0107
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 05/17/04 1102
EFFECTIVE DATE/TIME: 05/17/04 1102
CONTROL NUMBER: 0389934

TO:
THE MILL AT LEBANON, LLC
218 N. MAPLE ST.

LEBANON, TN 37087

RE:
THE MILL AT LEBANON, LLC
APPLICATION FOR REINSTATEMENT - DOMESTIC
LIMITED LIABILITY COMPANY

IT HAS BEEN DETERMINED THAT THE ATTACHED APPLICATION FOR REINSTATEMENT CONTAINS THE INFORMATION REQUIRED BY STATUTE, THEREFORE THE ABOVE LIMITED LIABILITY COMPANY IS HEREBY REINSTATED, OR IF A FOREIGN LIMITED LIABILITY COMPANY, ITS CERTIFICATE OF AUTHORITY IS REINSTATED.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE LIMITED LIABILITY COMPANY CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR REINSTATEMENT - DOMESTIC
LIMITED LIABILITY COMPANY

ON DATE: 05/17/04

FROM:
MILL AT LEBANON, LLC
218 N. MAPLE ST
LEBANON, TN 37087-0000

RECEIVED: FEES \$390.00 \$0.00
TOTAL PAYMENT RECEIVED: \$390.00

RECEIPT NUMBER: 00003510206
ACCOUNT NUMBER: 00409369



SS-445B

Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

For Office Use Only

FILED
 RECEIVED
 STATE OF TENNESSEE
 2004 MAY 17 AM 11:12
 RILEY DANIEL
 SECRETARY OF STATE

STATE OF TENNESSEE
 Department of State
 Corporations Section
 18th Floor, James K. Polk
 Building
 Nashville, TN 37243-0306

**Application for Reinstatement
 Following Administrative
 Dissolution/Revocation**

Pursuant to the provisions of Section 48-24-203 or Section 48-25-303 of the Tennessee Business Corporation Act, as amended, or Section 48-64-203 or Section 48-65-303 of the Tennessee Nonprofit Corporation Act, this application is submitted to the Office of the Secretary of State, State of Tennessee, for reinstatement:

1. The name of the corporation is **THE MILL AT LEBANON, LLC**

(Name change if applicable)

2. The effective date of its administrative dissolution/revocation is **February 20, 2004.**

3. The ground(s) for the administrative dissolution/revocation

☐ did not exist.

☒ has/have been eliminated. [NOTE: Please mark the applicable box.]

4. The corporation name as listed in number one (1) satisfies the requirements of Tennessee Code Annotated Section 48-14-101 or 48-54-101, as appropriate.

5. The corporation control number as assigned by the Secretary of State, if known, is **0389934.**

[NOTE (APPLIES TO FOR-PROFIT CORPORATIONS ONLY): Prior to this document being accepted for filing, the Division of Business Services will request tax clearance verification from the Tennessee Department of Revenue that the business has properly filed all reports and paid all required taxes and penalties. If we cannot obtain such tax clearance verification from the Department of Revenue, this document will be rejected and returned to the applicant.]

Date

4/21/04

THE MILL AT LEBANON, LLC

By:


 Michael A. Echevarria, President

TN SOS Form SS-4439 (Rev. 5/99)

RDA 1678

EXHIBIT "A - 1"

Address New Owner:	Send Tax Bills to:	Map-Parcel Number:
The Mill at Lebanon, LLC 189 Jeri Drive Hendersonville, NV 89014	SAME	68D-K-25 and 68D-K-14
This instrument prepared by: Boulton, Cummings, Connors & Berry, PLC () P.O. Box 198062, Nashville, Tennessee 37219		

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, TENNESSEE WOOLEN MILLS, INC., a Tennessee corporation ("Grantor") has bargained and sold, and hereby transfers and conveys to THE MILL AT LEBANON, LLC, a Tennessee limited liability company ("Grantee"), its successors and assigns, certain land in Wilson County, Tennessee, being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title, and interest thereto belonging to Grantee, its successors and assigns, forever.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. Real estate taxes for the current year, which have been prorated between the parties and assumed by Grantee.
2. All permitted encumbrances, being more particularly described in Exhibit B attached hereto and incorporated herein by reference ("Permitted Encumbrances").

Grantor covenants with Grantee that the Property is free from all encumbrances made by Grantor, except as may be set forth herein.

Grantor further covenants to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons claiming by, through, or under Grantor.

Executed this 24 day of May, 2000.

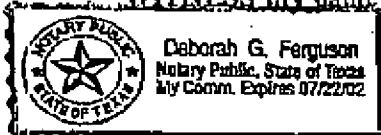
TENNESSEE WOOLEN MILLS, INC., a
Tennessee corporation

By: [Signature]
John F. Sterling
Its Vice President

STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public in and for the county and State aforesaid, personally appeared John F. Sterling, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Vice President of Tennessee Woolen Mills, Inc. and the within named Grantor and he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand and seal, at office in Dallas, Texas, this 24th day of May, 2000.



My Commission Expires:

7/22/02

[Signature]
Notary Public, State of Texas

Deborah G. Ferguson

Print name of Notary here

This is commercial property, known as 218 N. Maple Street, Lebanon, Wilson County, Tennessee.

CDMA\FCD\DOCS\ATL\391713\1

AFFIDAVIT

STATE OF NEVADA

COUNTY OF CLARK

The actual consideration or value, whichever is greater, for this transfer is \$600,000.00.

Josue Echevarria
Affiant

Subscribed and sworn to before me this 25 day of
May, 2000.



PATRICIA L. ANCONA
Notary Public - Nevada
My appt. exp. Mar. 6, 2004
No. B1-0844-1

Patricia L. Ancona
Notary Public
My Commission Expires: Mar 6, 2004

State of Tennessee, County of WILSON
Received for record the 31 day of
MAY 2000 at 10:47 AM. (RECS 78746)
Recorded in official records
Book 818 Pages 2497-2502
State Tax \$ 2226.00 Clerks Fee \$ 1.00,
Recording \$ 26.00, Total \$ 2247.00,
Register of Deeds, JOHN B SPICKARD
Deputy Register DARLA WHITT

EXHIBIT A

LEGAL DESCRIPTION

BK 818 PG 2500

BEING a parcel of land in the Tenth Civil District of Wilson County, City of Lebanon, Tennessee, located on the westerly margin of North Maple Street north of West Main Street and being more particularly described as follows:

BEGINNING at an iron pin in the west margin of North Maple Street at the northeast corner of herein described tract;

Thence, with the westerly margin of North Maple Street, S04 degrees 16'12"W, 353.60 feet to an iron pin;

Thence, continuing with said margin, S05 degrees 19'53"W, 269.86 feet to an iron pin;

Thence, leaving said margin with the north line of Timothy A. Edwards of record in Deed Book 457, page 665, R.O.W.C., N34 degrees 26'04"W, 222.71 feet to a 10" wood post;

Thence, S05 degrees 23'56"W, 38.00 feet to a point in the center of Sinking Creek;

Thence, with the center of said creek, N62 degrees 07'08"W, 173.22 feet to a point;

Thence, leaving said creek, S07 degrees 18'09"W, 31.00 feet to an iron pin in northerly margin of CSX Transportation Railroad;

Thence, with said margin and a curve concave to the south having a central angle of 15 degrees 05'28", a radius of 1004.93 feet and a chord of N44 degrees 57'42"W, 264.22 feet for an arc length of 264.98 feet to an iron pin;

Thence, S07 degrees 31'12"W, 28.94 feet to an iron pin;

Thence, with a curve concave to the south having a central angle of 08 degrees 47'00", a radius of 979.93 feet and a chord of N55 degrees 57'10"W, 150.07 feet for an arc length of 150.22 feet to an iron pin;

Thence, N60 degrees 26'47"W, 408.53 feet to an iron pin in the easterly margin of North Greenwood Street;

Thence, with said margin and a curve concave to the east having a central angle of 05 degrees 41'40", a radius of 542.96 feet and a chord of N09 degrees 11'07"E, 54.41 feet for an arc length of 54.44 feet to a point;

Thence, leaving said margin, S84 degrees 47'41"E, 26.05 feet to a point;

Thence, N05 degrees 00'53"E, 40.00 feet to an iron pin;

Thence, N84 degrees 40'26"W, 19.58 feet to an iron pin in the east margin of North Greenwood Street;

Thence, with a curve concave to the east having a central angle of 34 degrees 05'30", a radius of 542.96 feet and a chord of N33 degrees 22'56"E, 318.32 feet for an arc length of 323.07 feet to a point;

Thence, N50 degrees 24'50"E, 2.00 feet to an iron pin;

Thence, leaving said margin with the south line of a 12-foot alley, S82 degrees 55'10"E, 620.71 feet to an iron pin in the west line of BellSouth Mobility, Inc. of record in Deed Book 440, page 193, R.O.W.C.;

Thence, S09 degrees 17'27"W, 8.63 feet to an iron pin;

Thence, S82 degrees 49'05"E, 68.90 feet to an iron pin;

Thence, with Jerry B. Collis and wife, Robbie of record in Deed Book 458, page 25, R.O.W.C., and Larry Ferrell of record in Deed Book 449, page 505, R.O.W.C., S04 degrees 43'36"W, 107.33 feet to an iron pin;

Thence, with the south line Ferrell, S86 degrees 05'59"E, 235.03 feet to the point of beginning, containing 611,798 square feet or 14.05 acres, more or less.

==GDMA\PCDOCS\ATL\391590\1

EXHIBIT BPermitted Encumbrances

1. Taxes for the year 2000, a lien, which are not yet due and payable. Tax Parcel No. 68D-K-25 and 68D-K-14.
2. ALL matters shown on Plat recorded in Book 16, page 914.
3. Easement for the flow of Sinking Creek.
4. Rights of the Railroad under a Charter Right-of-Way.
5. Rights of the railroad company servicing the railroad siding located on the insured premises in and to the ties, rails and other properties constituting said railroad siding or in and to the use thereof.
6. Rights of ingress/egress as set forth on Plat recorded in Book 16, page 914.
7. Easement(s) for Right-of-Way to City of Lebanon, as set forth in instrument recorded in Deed Book 415, page 156.
8. Easement(s) for Right-of-Way to City of Lebanon, as set forth in instrument recorded in Deed Book 250, page 85.
9. Easement(s) for Right-of-Way to City of Lebanon, as set forth in instrument recorded in Deed Book 463, page 376.
10. Easement(s) for Passageway, as set forth in instrument recorded in Deed Book 112, page 169.
11. Any discrepancies, conflicts, encroachments, servitudes, shortages in area and boundaries set forth on ALTA/ACSM Site Improvement survey captioned Tennessee Woolen Mills, Inc., 218 North Maple Street, 10th Civil District, Lebanon, Wilson County, Tennessee" dated 04-03-00, by William C. Cockrill, Tenn. R.L.S. No. 1401.

EXHIBIT "B"

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE
AT LEBANON

MICHAEL A. ECHEVARRIA.
Plaintiff

v.

04-418

THE MILL AT LEBANON, LLC
Defendant

and

THE JEAN R. ECHEVARRIA TRUST
Defendant

and

JEAN ECHEVARRIA, individually
Defendant

**COMPLAINT FOR BREACH OF CONTRACT, UNJUST
ENRICHMENT, QUANTUM MERUIT AND FOR RESTORATION
AND POSSESSION OF PERSONAL RESIDENCE AND RETURN OF
PERSONAL ITEMS**

Comes now the Plaintiff, **MICHAEL A. ECHEVARRIA**, by and through counsel Brody N. Kane, and files this Complaint against the Defendants, **THE MILL AT LEBANON, LLC**, the **JEAN R. ECHEVARRIA TRUST** and **JEAN ECHEVARRIA, individually**, and would show the Court as follows:

1. That Plaintiff, Michael Echevarria is a citizen and resident of Wilson County, Tennessee, residing at 300 N. Maple Street, Lebanon, TN. Up until just recently, Plaintiff was also the President and Managing Member and Tax Manager of Defendant, The Mill at Lebanon, LLC.
2. The Defendant, The Mill At Lebanon, LLC is a Limited Liability Company existing under the laws of the State of Tennessee and is properly registered to do business in the State of Tennessee. The LLC is an active business and the Registered Agent for The Mill At Lebanon, LLC is Charles Sanger located at 414 Union Street, S-1600, Nashville, TN 37219.

3. The Defendant, Jean Echevarria is a resident of 12 Desert Highland Drive, Henderson, Nevada 89052, and owns 100% of the Membership Interest in The Mill At Lebanon, LLC.
4. The Defendant, The Jean Echevarria Trust, is a Trust established in the State of Nevada. Angel Echevarria is the Trustee of the Trust and resides at 12 Desert Highland Drive, Henderson, Nevada 89052. Upon information and belief, The Jean Echevarria Trust now owns Jean Echevarria's membership interest in The Mill At Lebanon, LLC.
5. Venue in the instant case is properly found in Wilson County, Tennessee pursuant to T.C.A. 20-4-101 and T.C.A.20-4-104.
6. That on or about May 2000, The Mill At Lebanon, LLC purchased the property known as "The Mill" located at 300 N. Maple Street, Lebanon, TN 37087.
7. That at the time, Michael Echevarria was named President, Tax Matters Member and Managing Member of The Mill At Lebanon, LLC.
8. That Defendant, Jean Echevarria, Mother of Michael Echevarria, appointed Plaintiff, Michael Echevarria to these aforementioned positions and asked him to handle the task of managing "The Mill". An oral contract was entered into between the parties whereby Plaintiff would be fully compensated for his services to the LLC. Plaintiff's job and services to the LLC entailed property management of "The Mill", construction management of the remodeling and reconstruction of "The Mill", leasing duties of "The Mill", maintenance duties of "The Mill", marketing duties and client/vendor duties of "The Mill". All services for the benefit of the LLC were performed in Lebanon, TN. All business of the LLC, was conducted in Lebanon, TN in that the only real asset of the LLC is "The Mill" property which is located in Lebanon, Tennessee.
9. That, to date, Plaintiff has failed to be compensated fully for his services performed for the benefit of the Defendants. Moreover, he would aver that his sole efforts have increased the value of The Mill from One million dollars to Three Million dollars, as set forth in the most recent appraisal of said property.
10. That one benefit Plaintiff did receive from Defendants as President and Manager was the benefit of residing in "The Mill". Plaintiff has resided at "The Mill" up until he was forcibly removed from the property on January 26, 2005.

11. That along with the duties and services he performed on behalf of and for the benefit of the Defendants, Plaintiff also spent a considerable amount of his personal monies on renovating "The Mill". Plaintiff would aver that he has spent approximately \$130,000.00 or more of his own money for the benefit of the LLC asset. He would further aver that it was agreed between Plaintiff and Defendants that this money was a loan and that he would be fully reimbursed. To date, he has not received payment in full on his loan and the Defendants have defaulted on said loan. ✓
12. That Defendant, Jean Echevarria, signed over her Power of Attorney to her daughter, Angel Echevarria. Thereafter, Jean Echevarria's membership interest in The Mill At Lebanon, LLC was transferred to the Jean Echevarria Trust. Upon information and belief, Plaintiff would aver The Jean Echevarria Trust still owns the aforesaid membership interest. |
13. That, thereafter, Jean Echevarria was found to be suffering from dementia and possibly alzheimers disease and a Nevada Court appointed Angel Echevarria her Conservator.
14. That in December 2005, Plaintiff received a letter from The Mill At Lebanon, LLC removing him as President and Manager of the LLC.
15. That in December of 2004, Plaintiff was advised that the Defendant, The Mill At Lebanon, LLC was selling "The Mill" to a buyer. Thereafter, Plaintiff filed a lawsuit in Chancery Court under case number 04-418, attempting to enjoin the property from being sold. The Defendant in the case, The Mill At Lebanon, LLC filed an Answer to said Complaint but did not file a Counter-Complaint praying that Plaintiff be removed from the property. The Mill At Lebanon, LLC did file a General Sessions Detainer Action but said matter was postponed in the General Sessions Court and upon information and belief, Defendant would show the General Sessions Court has not reset the matter for trial.
16. Plaintiff would aver that Defendant, The Mill At Lebanon, LLC, did file a Motion to have Michael Echevarria vacate "The Mill" and a Motion to Dismiss in the Chancery Case Number 04-418. The Motion to Dismiss was granted and an Order was entered on January 25th, 2005, said Order stated that Plaintiff should vacate the premises immediately. Plaintiff would aver the Detainer Action was never tried and that since the Defendant, The Mill At Lebanon, LLC never sued Plaintiff with a Counter-Complaint to evict him in the Chancery Case, the Order may not be valid and Plaintiff should have the right to remain in "The Mill" until proper legal process is followed and

Plaintiff has a trial on the merits of the Detainer Action. ✓

17. That "The Mill" is set to be sold in the very near future. The closing is imminent. Plaintiff would aver, upon information and belief, the only real asset of The Mill At Lebanon, LLC is "The Mill" property and that after the sale of the property, the only asset of the LLC will be the proceeds of the sale. Plaintiff fears that if the Defendants, The Mill At Lebanon, LLC, Jean Echevarria, her Conservator, Angel Echevarria, and/or The Jean Echevarria Trust receive the proceeds from the sale of the property, those funds will leave the State of Tennessee and Plaintiff will have no means of ever being compensated by the Defendants for work and services he performed for their benefit in Lebanon, Tennessee.

Further, Plaintiff would aver that if those funds do leave the State of Tennessee, his only chance to be compensated by the LLC will be to file a claim in the Nevada Courts. However, Plaintiff would show the Court he would be at a great disadvantage if this were done because he performed all his duties, services, labor and work for the Defendants in Lebanon, TN, the loan to the Defendants was made in Lebanon, TN and all his witnesses who could prove his allegations are located in Lebanon, TN.

18. That Plaintiff would ask the Court to enter an Order escrowing the proceeds of the sale of "The Mill" property and hold them in an interest bearing account until a full hearing can be heard on these matters set forth herein and that if a judgment is rendered on Plaintiff's behalf, the Court award said judgment from the proceeds of the sale held in Escrow by the Court.
19. That Plaintiff would aver that he has duly performed all terms and conditions of the oral contract he had with the Defendants and that Defendants have defaulted on said agreement by not fully compensating him for his services. ✓
20. That Plaintiff would aver that he has loaned the Defendants money for the benefit of "The Mill" property and that Defendants have failed to reimburse him for said loan and have defaulted on said loan agreement. ✓
21. That Defendants have unjustly been enriched directly as a result of Plaintiffs services for the benefit of Defendants and by his loan for the benefit of "The Mill" property, owned by the Defendants, and that it would be unjust for the benefitted parties to retain said benefit without paying for it.
22. That Plaintiff has wrongfully been removed from his legal residence without proper process of law and is entitled to be restored to his legal residence at

300 N. Maple Street, Lebanon, TN until a full hearing is had on said matter. Plaintiff would further show that by law, Plaintiff had 30 days to appeal the prior Order of the Chancery Case # 04-418, before Defendants would legally have the authority to require him to vacate the residence. Plaintiff would aver that on January 26, 2005, he and his girlfriend were forcibly removed from "The Mill" by police officers and agents of the Defendants. The Court Order ordering them to immediately vacate the residence had been signed and entered on January 25, 2005. Their personal belongings were confiscated by the Defendants and they were threatened with arrest if they did not leave the premises. Plaintiff would show he was damaged by Defendants unlawful actions in that he was put out on the street, without his clothes, personal and business records, furnishings, and other personal belongings and has suffered great anguish, embarrassment and has been damaged both mentally, physically and monetarily by the wrongful actions of Defendants. Moreover, Plaintiff would aver that, to date, because of Defendants' conduct, actions and unlawful ouster as set forth in T.C.A. 66-28-504, Plaintiff is entitled to a money judgment against all three Defendants in a sum to be determined at the trial, including punitive damages, plus attorney fees and court costs. Further, Plaintiff is entitled to the return of all his personal property located at "The Mill" and is entitled to have his legal residence of 300 N. Maple Street restored to him until proper legal process is followed. Further, Plaintiff is entitled to the return of all his personal belongings located at 300 N. Maple Street, Lebanon, TN.

23. That based upon the oral contract between the parties whereby Defendants were to compensate Plaintiff for his 5 years of service at "The Mill", the loan agreement between the parties whereby Plaintiff loaned Defendant, LLC monies for the benefit of "The Mill", and the theories of breach of contract, unjust enrichment and quantum meruit whereby the Defendants have received a benefit from Plaintiffs direct efforts and services and have failed to pay Plaintiff for these services, Plaintiff is entitled to a money judgment against all three Defendants in a sum to be determined at the trial of this action, but not less than \$500,000.00, plus attorney fees and court costs.

WHEREFORE FOR PREMISES CONSIDERED:

1. That proper process issue and that Defendants, The Mill At Lebanon, LLC, JEAN ECHEVARRIA, and THE JEAN R. ECHEVARRIA TRUST be served with this Complaint and answer as required by law.

2. Plaintiff be awarded a monetary judgment, including pre-judgment interest, against Defendants, The Mill At Lebanon, LLC, Jean Echevarria, The Jean R. Echevarria Trust for breach of contract, default on the loan payments, unjust enrichment, quantum meruit in a sum to be determined at the trial of this action, but not less than \$500,000.00.
3. Plaintiff be awarded a money judgment, including prejudgment interest, against Defendants, The Mill At Lebanon, LLC, Jean Echevarria, The Jean R. Echevarria Trust for their wrongful actions and unlawful ouster and exclusion in forcibly removing him from "The Mill" and confiscating his personal belongings in a sum to be determined at the trial of this action, including punitive damages, but not less than \$500,000.00
4. Plaintiff be restored to his legal residence at 300 N. Maple Street, Lebanon, Tn 37087 and Defendant immediately return all of Plaintiffs personal property.
5. Plaintiff be awarded a judgment for his attorney fees and court costs.
6. For General Relief

Respectfully Submitted,

BRODY N. KANE, #17435
Attorney for Plaintiff
133 South College Street
Lebanon, Tennessee 37087
615-444-8081

I am surety for all costs in this cause.

Brody Kane

1-31-05; 1:10PM:RBI Xero 615-444-0214

STATE OF TENNESSEE

COUNTY OF WILSON

I, **MICHAEL ECHEVARRIA**, after first being duly sworn, do hereby make oath that I have read the foregoing Complaint and that the facts contained therein are true to the best of my knowledge, information and belief, and that this Complaint is not made out of levity or collusion, but in truth and sincerity for the caused therein mentioned.

MICHAEL ECHEVARRIA

Subscribed and sworn to before me,

this the 24th day of January, 2005.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

EXHIBIT "C"

CORBIS & FERRUM

ATTORNEYS & COUNSELLORS AT LAW

VIA US CERTIFIED MAIL & FAX
November 5, 2004

Michael Echevarria
The Mill
300 North Maple Street
Lebanon, TN 37087

Angel Louise Echevarria
12 Desert Highland Drive
Henderson, NV 89052

RE: Real Estate deal for The Mill At Lebanon and Jean Echevarria.

Dear Michael & Angel,

Yesterday I had a long conversation with Michael regarding the sale of the Lebanon, Tennessee property known as The Mill. It is Michael's opinion that The Mill is worth more than the current \$850,000 offer that we have even though property taxes have not been paid in close to three years, bank notes are due in six weeks, and financial information is still incomplete. Mike Walker confirmed that although we had a \$1 million written offer with a \$100,000 earnest money check provided to given to him several months ago (see attached documents), that written offer was turned down based on Michael Echevarria's insistence.

So far only one buyer has accepted to purchase the property for \$850,000 in "as is" condition. Because Michael has raised the issue that Jean Echevarria is not legally competent to take care of her own financial affairs, the issue is raised whether the contract signed by Jean is enforceable. As her attorney I have recently seen that her Alzheimer's condition has worsened. I recommend that you consult an attorney in Nevada regarding setting up a guardian or conservatorship for Jean - a recommendation I had made some time ago. It is possible that Jean's will or trust documents may provide for guidelines that deal with her mental or physical incapacity. I am not an expert in legal capacity, but I do see that she has significant memory problems.

Consequently, I am required to inform you that you should inform the Buyer of The Mill that there may be a dispute as to whether Jean had the capacity to sign the contract. The sooner you give him this notice the less damages he may incur and the less possibility of a lawsuit. I also realize that the Bank of Nashville will be requiring full payment of their debt by the end of December. Angel has been working hard to sell this property before the debt is due given that Jean is not in any financial position to continue funding the losses. It appears that Angel has consulted accountants, several brokers, and attorneys in order to determine the best possible advice for Jean.

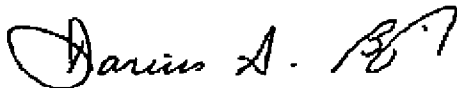
Los Angeles
144 S. Palm Dr., First Floor, Beverly Hills, CA 90212

Washington, D.C.
Tel: (310) 622-8799

Because Michael is the property manager and has a fiduciary duty to Jean, and because Angel has been acting as an intermediary for Jean, I ask both of you to consider the best possible path. Please call me before end of day on Monday November 8, 2004. I will have to inform the Buyer by that day unless one of you inform me that she has legal capacity or you have legal authority to decide for her.

Please contact your estate attorney to determine incapacity issues.

Sincerely,



Darius A. Baghai
Attorney at Law

Los Angeles
144 S. Palm Dr., First Floor, Beverly Hills, CA 90212

Washington, D.C.
Tel: (310) 622-8799

EXHIBIT "D"

LODGED
FEB 7 2005

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE
AT LEBANON

MICHAEL A. ECHEVARRIA,
Plaintiff

ENTERED
AT 11:15 AM

FEB 10 2005

05040

v.

THE MILL AT LEBANON, LLC
Defendant

and

THE JEAN R. ECHEVARRIA TRUST
Defendant

and

JEAN ECHEVARRIA, individually
Defendant

**ORDER ON PLAINTIFF'S MOTION TO ESCROW FUNDS FROM
SALE OF THE MILL PROPERTY, MOTION FOR POSSESSION OF
RESIDENCE AND POSSESSION OF PERSONAL PROPERTY,
AND DEFENDANT'S MOTIONS TO DISMISS**

That this cause came on to be heard in the Chancery Court of Wilson County, Tennessee, on February 3, 2005, upon Plaintiff's Motion to Escrow Funds from the Sale of The Mill Property, For Possession of Residence and Possession of Personal Property and Defendant's Motions to Dismiss and based upon the statements of counsel and the entire record the Court finds and **IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT:**

1. That Defendant's Motion to Dismiss Plaintiff's Complaint due to the incorrect case number being set forth in the heading of the Complaint filed by Plaintiff is denied. The Court finds that due to an error of the Clerk and Master's Office, the new action of Michael A. Echeverria v. The Mill At Lebanon, LLC, The Jean R. Echevarria Trust

- and Jean Echevarria, individually, was filed under the previous case # of 04-418.
- The Court finds that this was an error and that the Chancery Court Clerk's office is ordered to give the new cause of action an independent docket number and place all pleadings and motions filed with this new cause of action under the new and independent docket number.
2. That at the hearing of said motions, Defendants, by and through counsel, withdrew their request that Plaintiff's Motions be dismissed due Plaintiff's failure to provide Defendants with five days notice. The Court finds that the parties did have adequate actual notice and Plaintiff's motions should be heard.
 3. That the Court finds that it has jurisdiction over the causes of action set forth in the Complaint filed by Plaintiff and that Wilson County is the proper venue for said causes of action. The Court further finds that Plaintiff's Complaint sets forth a separate type action than that which was filed in the Family Court, Clark County, Nevada. The Court finds that the causes of action arose in Wilson County, TN, that all work was done in Wilson County, TN, that the witnesses who can testify about The Mill and the causes of action set forth in Plaintiff's Complaint are located in Wilson County, TN, that all business transactions occurred in Wilson Country, that all bidding and construction work on The Mill was done in Wilson Country, TN, that The Mill property is located in Wilson Country, TN and that the Wilson Country Chancery Court is the more convenient forum to hear these causes of actions and is the best place for the matters to be heard. The Court further finds that the only connection the State of Nevada has to these matters is that Jean Echeverria resides in Nevada and her trust is located in the State of Nevada.
 4. That the Court is not dismissing Plaintiff's claim for damages against Defendants as to the unlawful ouster and exclusion causes of action set forth in Plaintiff's Complaint but the Court finds that since Plaintiff is no longer in his residence at The Mill, the Court will not order him back into The Mill in order to correct a possible wrong committed by Defendants by ordering him to vacate the premises before his

thirty (30) day appeal time had run.


5. That Plaintiff is entitled to possession of all of his personal property that was located at The Mill. That Defendants have assured the Court that all of Plaintiff's property has been moved to a storage facility and nothing is left at The Mill that belongs to Plaintiff. That Defendant shall make said property available to Plaintiff and that when said property is made available, both Plaintiff and Defendants shall prepare a mutual list setting forth all the items of property that Plaintiff takes possession of from Defendants. That both parties shall sign off on the list. A Court Officer may be present at said exchange of property if requested by the parties. That should either party start a fight during said exchange, they will be put in jail.
6. That there are certain computers that have been removed from The Mill and taken to Manier and Herod law firm in Nashville Tennessee and are under the control of two attorneys of said law firm. That if after examination by those in control of them, it is determined they do not belong to Internet Marketing Group, Defendants shall see to it that those in control of said computers immediately deliver said computers to Plaintiff, who claims they belong to him. That should said computers belong to Internet Marketing Group, then the Court makes no order as to their disposition.
7. That Plaintiff's Motion to Escrow Funds from the sale of The Mill property is hereby approved. That Defendants are Ordered to escrow One Hundred Thirty Thousand (\$130,000.00) Dollars from the proceeds of the sale of The Mill property and deliver said funds to the Court. That based upon the statement of Defendant's counsel that The Mill is being sold for Eight Hundred Fifty Thousand (\$850,000.00) Dollars and that there are numerous unpaid taxes and claims against The Mill property, the Court finds that the said One Hundred Thirty Thousand (\$130,000.00) Dollars shall be deducted from the proceeds only after the first mortgage indebtedness, real estate commissions, customary closing costs, State of Tennessee Sales taxes, Wilson County and City of Lebanon Real Property taxes are paid. Additionally, proceeds are escrowed in the amount of Fifty-two Thousand Forty-four (\$52,044.00) Dollars for

Raymond Harris who has also made a claim against said proceeds. Thereafter, the One Hundred Thirty Thousand (\$130,000.00) Dollars shall be delivered to the Court by the attorneys handling the real estate closing and/or Defendants' attorney. The Court further finds that, if after the aforementioned deductions, there is less than One Hundred Thirty Thousand (\$130,000.00) Dollars of proceeds remaining from the sale of The Mill property, Defendant and/or the closing attorney shall deliver whatever proceeds remain up to One Hundred Thirty Thousand (\$130,000.00) Dollars to the Court. The Court shall place said funds in an interest bearing account and hold said funds until these matters are adjudicated at trial. Should any proceeds exceed One Hundred Thirty Thousand (\$130,000.00) Dollars after the above items are paid, they shall be disbursed to the Seller.

8. That Plaintiff is required to place a secured bond of Ten Thousand (\$10,000.00) Dollars with the Court and said bond shall be renewed annually until this matter is brought to a conclusion. The Court reserves the right to increase the Bond amount.
9. That the trial of this action shall be heard on July 29th, 2005, at 9:00 a.m. and is scheduled for the entire day.


C. K. SMITH, CHANCELLOR

APPROVED FOR ENTRY:


BRODY N. KANE, #17435
Attorney for Plaintiff
133 South College Street
Lebanon, Tennessee 37087
615-444-8081



GARY VANDEVER, BPR# 06695
Attorney for The Mill of Lebanon
P. O. Box 642
Lebanon, Tennessee 37087
(615) 444-7145

EXHIBIT "E"

LODGED

MAY 3 2005

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE
AT LEBANON

MICHAEL A. ECHEVARRIA,

Plaintiff,

vs.

THE MILL AT LEBANON, LLC, et al

Defendants.

ENTERED

AT 9:45 AM

MAY 09 2005

CIVIL ACTION NO.: 05-040

**AGREED ORDER TO ALLOW DEFENDANTS
AN EXTENSION TO FILE ANSWER**

This cause came on to be heard on the agreement of the parties as evidenced by their signatures affixed below, wherein it is **AGREED** that the Defendants shall submit their Answer or other responsive pleading on or before the 12th day of May 2005.

Entered this 9 day of May 2005.



C. K. SMITH, CHANCELLOR

APPROVED FOR ENTRY:




BRODY KANE, #17435
Attorney for Michael Echevarria
133 South College Street
Lebanon, TN 37087
615/444-8081
GARY VANDEVER, #6695
By Special Appearance for
The Mill at Lebanon, LLC, et al
501 Park Avenue, Suite B
P. O. Box 642
Lebanon, TN 37088-0642
615/444-7145

EXHIBIT "F"

IN THE CIRCUIT COURT OF WILSON COUNTY

CAROLINE YORK

Plaintiff,

VS.

THE MILL AT LEBANON, LLC.,
ANGEL ECHEVARRIA, individually,
THE JEAN RUTH ECHEVARIA TRUST,
GREAT SPACE, LLC.
RETRO SPACE, LLC., and
THEATRE SPACE, LLC.

Defendants.

FILED

A.M. FEB 07 2005

LINDA NEAL
CIRCUIT COURT CLERK
WILSON COUNTY, TN

Case No. 13664
JURY DEMAND

AMENDED COMPLAINT

Prior to the service of response pleadings, pursuant to Rule 15 of the Tennessee Rules of Civil Procedure, the Plaintiff, Caroline York, hereby amends her Complaint against Defendant, The Mill at Lebanon, LLC., and for the Amended Complaint states the following:

1. The Plaintiff is a resident of Wilson County, Tennessee.
2. The Defendant, the Mill at Lebanon, LLC., is a Limited Liability Company existing under the laws of the State of Tennessee and is properly registered to do business in the State of Tennessee. Their agent for service of process is Charles Sanger located at 414 Union Street, S-1600, Nashville, TN 37219.
3. The Defendants, Great Space, LLC., Retro Space, LLC., and Theatre Space, LLC. are Limited Liability Companies existing under the laws of the State of Tennessee and are properly registered to do business in the State of Tennessee. Their agent for service of

process is Curtis A. Gibbs, Jr. located at 203 Lewisburg Avenue, Franklin, Tennessee 37064.

4. The Defendant, The Jean Echevarria Trust, is a Trust established in the State of Nevada and owns 100% of the Membership Interest in The Mill at Lebanon, LLC. Angel Echevarria is the Conservator for said trust.
5. The Defendant, Angel Echevarria, is a resident of 12 Desert Highland Drive, Henderson, Nevada 89052.
6. Plaintiff avers that in June of 2000 she came to Lebanon to live and work at The Mill at Lebanon, LLC. The Mill is a property located at 300 North Maple Street, Lebanon, Tennessee 37087 consisting of numerous buildings that were to be renovated and leased.
7. Her agreement with Michael Echevarria, President of the Mill at Lebanon, LLC., was that she would help oversee the premises and help with the leasing and management of the premises. In return Plaintiff would be provided free rent for an apartment located at 300 North Maple Street, Lebanon, Tennessee 37087.
8. Plaintiff performed these functions for several years. Among various tasks she leased and booked numerous events in the property's event room, orchestrated the lease signing of Lady Godiva's Pub, ordered materials for various construction projects on the property, and would walk through and inspect the entire premises daily to insure its safety and condition.
9. At the time of the creation of The Mill at Lebanon, LLC., Jean Echevarria owned 100% of the Membership Interest.
10. In late 2004, Jean Echevarria signed over her power of attorney to her daughter, Angel Echevarria. Thereafter, Jean Echevarria's membership interest in the Mill at Lebanon,

LLC. was transferred to the Jean Echevarria Trust. Upon information and belief, Plaintiff would aver The Jean Echevarria Trust still owns the aforementioned membership interest.

11. Thereafter, Jean Echevarria was found to be suffering from dementia and possibly alzheimers disease and a Nevada Court appointed Defendant, Angel Echevarria, her Conservator.
12. In Dccember of 2004 Michael Echevarria was replaced as president of the The Mill at Lebanon, LLC., by his sister, Defendant, Angel Echevarria.
13. Plaintiff, Caroline York, continued to perform her duties including helping with a New Years Eve party hosted by a local business man, Greg Dugdale. Further, Plaintiff booked two weddings to be held later in the year of 2005 and continued her other regular duties.
14. On January 8, 2005, Defendant, The Mill at Lebanon, LLC., had the locks changed to all the various rooms and buildings to the property, but did not change the locks to 300 North Maple, Apt. 210, Lebanon, Tennessee 37087.
15. At no time was Plaintiff ever informed she was terminated from her position, nor was she ever given notice to vacate the apartment.
16. Plaintiff further avers Defendant, their real estate agent, Mike Walker, and their new property manager, Randy Trammel knew of the arrangement originally agreed upon with the former president, Michael Echevarria. Further, Defendant had constructive notice by the actions of Plaintiff in carrying out her duties for the The Mill at Lebanon, LLC.
17. On January 26, 2005 Defendant's agent, Randy Trammel, showed up to the apartment of the Plaintiff, with four city police, and ordered Plaintiff off the premises threatening to have her arrested for trespassing.

18. In fear of being arrested Plaintiff left, leaving behind all of her personal belongings and thus being made homeless.
19. The locks to the property have been changed and Defendant will not allow Plaintiff access to gather her personal property.
20. On or about February 3, 2005 Angel Echevarria, acting on behalf of The Jean Echevarria Trust, who was the sole 100% membership owner of the interest in The Mill At Lebanon, LLC., did execute a Warranty Deed that conveyed the property located at 300 North Maple Street, Lebanon, Tennessee to the entities Great Space, LLC., Retro Space, LLC., and Theatre Space, LLC.
21. Plaintiff had filed with the Court the Lien Lis Pendens on January 31, 2005, and faxed a copy of the Lien Lis Pendens to The Mill at Lebanon's real estate broker, Jay Bradshaw at Cumberland Real Estate. Therefore, all parties were well aware of the Plaintiff's lawsuit and possessory claim to said property.
22. Based on information and belief, the Plaintiff avers that the proceeds from the sale of 300 North Maple Street, Lebanon, Tennessee 37087 have now been placed in The Jean Echevarria Ttrust. Said property being the only asset of The Mill at Lebanon, LLC., Plaintiff's lawsuit now is against a corporation grossly undercapitalized with no assets.
23. Plaintiff would aver that the transfer of the property located at 300 North Maple Street, Lebanon, Tennessee was a fraudulent transfer to avoid the damages Plaintiff is seeking in her lawsuit.
24. Plaintiff would further aver the actions of Angel Echevarria, as Conservator of the Jean Echevarria Trust, and as President of The Mill at Lebanon, LLC., would make her personally liable to Plaintiff.

25. The Defendant's actions are in violation of Tennessee Code Annotated § 66-28-504.

26. The actions of any employees, agents, or assigns of The Mill at Lebanon, LLC., Great Space, LLC., Retro Space, LLC., and Theatre Space, LLC. acting in the scope and course of their employment and/or business arrangement with The Mill at Lebanon, LLC., Great Space, LLC., Retro Space, LLC., and Theatre Space, LLC. are hereby imputed to The Mill at Lebanon, LLC., Great Space, LLC., Retro Space, LLC., and Theatre Space, LLC. by the doctrine of respondeat superior.

PREMISES CONSIDERED, PLAINTIFF PRAYS:

a. **THAT** due and proper process issue and be served upon the Defendant through the proper agent of service requiring them to appear and make defense to this complaint as required by law, but if answers filed, answers under oath are waived;

b. **THAT** upon the hearing of this cause the court find the Defendant, guilty of unlawful ouster;

c. **THAT** the court set aside the sale of the property located at 300 North Maple Street, Lebanon, Tennessee; or in the alternative, place a reasonable amount of monies in the Chancery Court of Wilson County until this lawsuit is settled;

d. **THAT** upon the hearing of this cause the Plaintiff, in accordance with Tennessee Code Annotated § 66-28-504 be awarded her maximum actual damages, plus punitive damages in the amount of \$50,000.00, plus reasonable attorney fees as provided by the statute;

e. **THAT** the Defendant be required to pay the court costs incurred in these proceedings;

f. **THAT** Plaintiff be restored to her legal residence at 300 N. Maple Street, Lebanon, TN 37087 and Defendant immediately return all of Plaintiff's personal property.

g. **THAT** Plaintiff be granted such other and further relief to which she may be found entitled on the hearing of this matter;

h. **THAT** this cause be tried before a jury of twelve (12).

Respectfully submitted,



TIMOTHY A. DAVIS, B.P.R. # 20048
Attorney for Plaintiff
115 East Main Street
Lebanon, Tennessee 37087
(615) 444-7272

COST BOND

I hereby acknowledge myself surety for any costs hereunder that may be assessed against the plaintiff.



TIMOTHY A. DAVIS

ORIGINAL

FILED

May 24 12 01 PM '05

[Signature]
CLERK

CERT

CARY COLT PAYNE, CHTD.
Nevada State Bar #004357
CARY COLT PAYNE, ESQ.
700 South Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

Attorney for Respondent
MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Estate of)

Case No. G27262

Jean Ruth Echevarria,)

Dept. No. C

Deceased.)

CERTIFICATE OF MAILING

This is to certify that on the 18th day of May, 2005, a true and correct copy of the forgoing Notice of Motion and Motion to Stay, Dismiss or in the Alternative, Application for Change of Venue Pending Tennessee Matters was placed in the U.S. Mail, at Las Vegas, Nevada, said envelope addressed to:

Elizabeth Brickfield, Esq.
LIONEL, SAWYER & COLLINS
300 S. Fourth St, #1700
Las Vegas, Nevada 89101

Elyse M. Tyrell, Esq.
TRENT & ASSOCIATES
8367 W. Flamingo, #100
Las Vegas, NV 89147

Court having set same motion for the 22nd day of June, 2005 at 9:00 a.m. in Department C of Family Court.

[Signature]
An Employee of CARY COLT PAYNE, ESQ.

CE100

CARY COLT PAYNE, CHTD.

700 South Eighth Street
Las Vegas, Nevada 89101

Tel: 702 383-9010 • Fax 702 383-9049



FILED

MAY 20 2 10 PM '05

Christina R. Thompson
CLERK

0021
CARY COLT PAYNE, ESQ.
Nevada Bar #004357
CARY COLT PAYNE, CHTD.
700 S. Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

Attorney for Respondent
MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the
Estate of JEAN RUTH ECHEVARRIA,

Adult Ward

CASE NO.: G27262
DEPT. NO.: *EC*

Date: 6/22/05
Time: 9:00 A.M.

**NOTICE OF MOTION AND MOTION TO STAY, DISMISS OR IN THE ALTERNATIVE,
APPLICATION FOR CHANGE OF VENUE PENDING TENNESSEE MATTERS**

COMES NOW, Movant and Respondent, MICHAEL ECHEVARRIA, by and
through his attorney CARY COLT PAYNE, ESQ. of the law office of CARY COLT
PAYNE, CHTD., and respectfully submits this Notice of Motion and Motion to Stay,
Dismiss or Application for Change of Venue, etc. pending the outcome of the
Tennessee matters.

**NOTICE OF MOTION TO STAY, DISMISS OR IN THE ALTERNATIVE, CHANGE OF
VENUE PENDING TENNESSEE MATTERS**

TO: ANGEL ECHEVARRIA, Petitioner;
TO: ELYSE M. TYRELL, ESQ., G.A.L.;
TO: ELIZABETH BRICKFIELD, ESQ., Attorney for Petitioner, Angel
Echevarria.

CARY COLT PAYNE, CHTD.

700 South Eighth Street
Las Vegas, Nevada 89101
Tel: 702.383.9010 • Fax 702.383.9049

6-22-05



ORIGINAL

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MAY 27 2 51 PM '05

Shirley B. Dominguez
CLERK

ORDG

ELIZABETH BRICKFIELD, ESQ.

Nevada State Bar No. 6236

LIONEL SAWYER & COLLINS

1700 Bank of America Plaza

300 South Fourth Street

Las Vegas, Nevada 89101

(702) 383-8888

Attorneys for Angel Echevarria

DISTRICT COURT, FAMILY COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the	)	Case No. G 27262
	)	Dept. No. E
Estate of JEAN RUTH ECHEVARRIA,)	
	)	Date of Hearing: May 11, 2005
Adult Ward	)	Time of Hearing: 1:00 p.m.
)	
)	

ORDER AUTHORIZING GUARDIAN TO BORROW FUNDS

The Petition made pursuant to NRS 159.113 (c) of ANGEL ECHEVARRIA, Special Guardian of the Estate of JEAN RUTH ECHEVARRIA asking this Court to authorize the Guardian to borrow a total of \$35,000 from the cash value of two life insurance policies insuring the life of JEAN RUTH ECHEVARRIA came before this Court. Present at the hearing were Elyse Tyrell, Esq. Guardian ad Litem, Cary Colt Payne, Esq., on behalf of Michael Echevarria and Elizabeth Brickfield, Esq. on behalf of Angel Echevarria and Jean Echevarria.

Good cause being found, it is hereby

ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA is authorized to borrow \$35,000.00 from New York Life against a life insurance policy insuring the life of JEAN ECHEVARRIA and owned by her;

RECEIVED

MAY 27 2005

COUNTY CLERK

CE50

GUARDIANSHIP

MAY 25 2005

FILED

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 383-8888

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA
2 shall prepare and present to Elyse Tyrell, Esq., a budget for the living expenses of the Echevarria
3 household;

4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that within two weeks of the
5 entry of this order, ELYSE TYRELL shall recommend a budget amount for the living expenses of
6 the Echevarria household for the Court's consideration and approval.
7

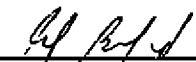
8 DATED this ___ day of May, 2005.

9
10 
11 DISTRICT COURT JUDGE

12 for STEVEN E. JONES
13

14 Respectfully submitted by:

15 LIONEL SAWYER & COLLINS
16

17 By 
18 ELIZABETH BRICKFIELD, ESQ.
19 Nevada Bar No. 6236
20 LIONEL SAWYER & COLLINS
21 1700 Bank of America Plaza
22 300 South Fourth Street
23 Las Vegas, Nevada 89101
24

25 Attorneys for Angel Echevarria
26
27
28

ORIGINAL

FILED

JUN 6 8 10 AM '05

Shelby S. Paragon
CLERK

OPP

John Naylor, Esq.
Nevada Bar No. 5435
Elizabeth Brickfield, Esq.
Nevada Bar No. 6236
LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
(702)383-8888
Attorneys for Angel Echevarria

DISTRICT COURT, FAMILY COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the)	
)	
Estate of JEAN RUTH ECHEVARRIA,	)	Case No. G 27262
	)	Department No. E
Adult Ward)	
)	
	)	Date: June 22, 2005
	)	Time: 9:00 AM
)	
)	

**ANGEL ECHEVARRIA'S OPPOSITION TO MOTION TO STAY, DISMISS,
OR IN THE ALTERNATIVE, APPLICATION FOR CHANGE OF
VENUE PENDING TENNESSEE MATTERS**

ANGEL ECHEVARRIA, Guardian of the person and Special Guardian of the Estate of JEAN RUTH ECHEVARRIA and Trustee of the JEAN RUTH ECHEVARRIA Trust, dated May 30, 2000, (the "Trust"), hereby opposes Respondent Michael Echevarria's ("Michael") Motion to Stay, Dismiss, or Application for Change of Venue, and asks this Court to deny the motion and continue to assert personal jurisdiction over Respondent due to his appearance in this Court.

INTRODUCTION

Angel Echevarria's claims, as Jean's fiduciary, center on Michael's Echevarria's misappropriation of funds that the Trust or Jean entrusted to him for Jean's benefit. This trust and

CE50

RECEIVED
JUN 22 2005
JUN 06 2005
GUARDIANSHIP
COUNTY CLERK

1 Michael's responsibility to his mother as her fiduciary are governed by Nevada law and they should
2 be heard in a Nevada Court. Since Tennessee does not have personal jurisdiction over Jean Ruth
3 Echevarria, The Jean Ruth Echevarria Trust, or Angel Echevarria as trustee, the only forum where
4 Jean Echevarria can adjudicate her claims is Nevada, since Nevada is the forum with jurisdiction
5 over both Jean and Michael.

6
7 On December 9, 2004, Michael subjected himself to Nevada's jurisdiction when he came to
8 its courts seeking to be appointed his mother's guardian with regard to these very same matters.
9 Michael initiated this lawsuit in Nevada. Therefore, Jean Ruth's claim against Michael can be
10 adjudicated along with Michael's claims. The motion to stay, dismiss, or change venue should be
11 denied. It would force Jean Ruth to litigate her claims in Tennessee, when both sides of the case
12 could be resolved in Nevada.

13 FACTUAL BACKGROUND

14
15 JEAN RUTH ECHEVARRIA ("Jean Ruth") is an adult resident of Clark County, Nevada,
16 living at 12 Desert Highland Drive, Henderson, Nevada 89052. ANGEL ECHEVARRIA ("Angel")
17 is an adult resident of Clark County, Nevada, living at 12 Desert Highland Drive, Henderson, Nevada
18 89052, and is the Guardian of Jean Ruth and trustee of the JEAN RUTH ECHEVARRIA Trust
19 ("Trust"). She is Jean Ruth's daughter. MICHAEL ECHEVARRIA ("Michael") is a resident of
20 Wilson County, Tennessee. He is Jean Ruth's son.

21
22 At the request of Michael, in May of 2000, Jean Ruth purchased the Mills. The Mills is a
23 shopping and entertainment center in Lebanon, Tennessee. The Mills at Lebanon, LLC was formed
24 under Tennessee law as a single member limited liability company, with Jean Ruth as the single
25 member. On June 28, 2001, Jean Ruth transferred her LLC interest into the Nevada Trust.

26
27 Michael was the President, Property Manager, and Tax Matters Member of the Mills, and
28 was responsible for the day to day management. On several occasions he failed to pay the mortgage

1 on the Mills, causing significant additional interest payments, late fees, and legal fees. He did not
2 keep accurate accounting records in the running of the business. He neglected basic repairs, causing
3 extensive damage to the property. He failed to pay Wilson County, Lebanon City, and property
4 taxes. He was terminated on December 15th, 2004. As a result of his gross mismanagement,
5 misappropriation of funds, and breach of fiduciary duties toward Jean Ruth, she has had extreme
6 financial difficulties and was having trouble supporting herself. Therefore, she decided she should
7 sell the property.
8

9 In response to this decision, Michael filed an action in this Court on December 9th, 2004,
10 attempting to become guardian of the estate of Jean Ruth, thereby enabling him to stop the sale of
11 the Mill. On January 5, 2005, the Court held it had general jurisdiction over Michael, and appointed
12 Angel special guardian of the estate of Jean Ruth and general guardian of the person of Jean Ruth.
13 Michael responded by filing another suit in this Court seeking a temporary restraining order on the
14 sale of the Mill. It was granted, and then dissolved on December 17th, 2004. The Mill was finally
15 sold, and the minimal funds left over from the sale after paying all expenses are in escrow with the
16 Tennessee court.
17

18 PROCEDURAL HISTORY

19 Angel filed the instant case in Clark County, Nevada ("Nevada suit") as guardian of Jean
20 Ruth and trustee of the trust, alleging misappropriation of funds stemming from the Nevada trust
21 pursuant to NRS 159.305. She is asking the Court for payment and/or reimbursement and/or
22 restitution and accounting of fees, costs, and expenses, and identification of evidence regarding any
23 right, title, or interest held by Jean Ruth in the Mill in Lebanon, Tennessee.
24

25 In Tennessee, Michael sued the Mill, Jean Ruth, and the Trust, alleging claims of lost profits,
26 breach of contract, and unjust enrichment ("Tennessee suit"). *Michael Echevarria v. The Mill at*
27 *Lebanon, LLC, The Jean Ruth Echevarria Trust, and Jean Ruth Echevarria*, Chancery Court of
28

1 Wilson County, Tennessee, Case # 04-418.

2
3 **I. THE LEGAL ISSUES OF THE NEVADA SUIT DEAL WITH THE**
4 **MISAPPROPRIATION OF TRUST FUNDS FROM THE NEVADA TRUST, AND SHOULD**
5 **BE HEARD IN NEVADA COURT.**

6 Angel's cause of action arises pursuant to NRS § 159.305, and deals with Michael's
7 misappropriation of trust funds. Since this is a Nevada trust governed by Nevada law, it should be
8 heard in a Nevada court. Under NRS § 159.305, if a person (Michael) is suspected of concealing,
9 converting to his own use, conveying away, or otherwise disposing of the money or property of the
10 ward (Jean Ruth), and is found to have committed that act, they will be liable to the ward pursuant
11 to NRS 159.315. The main issue, as Michael seems to believe, is not whether he grossly
12 mismanaged the Mills in Tennessee. Instead, it addresses how the funds from the Nevada trust were
13 handled by Michael. It is Angel's contention that Michael is guilty of a breach of his fiduciary duties
14 to his employer as well as to the Jean R. Echeverria trust. While Michael's claims in the Tennessee
15 suit may be subject to Tennessee law, it is quite clear that Jean Ruth and Angel's claims are based
16 on Nevada law. Therefore, it certainly does not make any sense to have this litigation dismissed,
17 stayed or moved to Tennessee. If that occurred, Tennessee would be forced to apply Nevada law to
18 Jean Ruth's claim. Michael's argument regarding choice of law clearly shows that his view of our
19 claims are misguided. Clearly, Nevada law, not Tennessee law, governs this issue. It is a Nevada
20 trust involving Nevada funds. The only connection that Tennessee has to this claim is that the funds
21 were sent there.
22

23
24 Even under opposing counsel's analysis in *Montenko v. MGM Dist., Inc.*, if there was a
25 question as to which state's law would apply, Nevada's law would still apply under the significant
26 relationship test. Two or more of the four factors must be met to change the law to the non-forum
27 state. *Montenko v. MGM Dist., Inc.*, 112 Nev. 1038, 1041-2 (1996). The four factors to meet under
28

1 this test are; (1) it is the place where the conduct giving rise to the injury occurred; (2) it is the place
2 where the injury is suffered; (3) the parties have the same domicile, residence, nationality, place of
3 incorporation, or place of business and it is different than the forum state; and (4) it is the place
4 where the relationship, if any, between the parties is centered. Michael states that the first two
5 factors have been met. First, that the place where the conduct injury occurred is Tennessee, and
6 second, that Tennessee is the place where the injury was suffered.
7

8 When looking at the injury to Jean Ruth and the Trust, it is quite clear this injury was
9 suffered in Nevada, not Tennessee. They are both in the state of Nevada, and their loss of money
10 is clearly suffered in the state of Nevada. While it is arguable that the place where the conduct injury
11 occurred was Tennessee, it is still not enough to substitute Tennessee law for Nevada law. Two of
12 the four factors must be met. The third factor clearly is not met, as Jean Ruth and the Trust are
13 domiciled in Nevada and Michael is domiciled in Tennessee (he used to be domiciled in Nevada).
14 The fourth factor is not met as well, as any relationship between Michael and Jean Ruth is centered
15 in Nevada, not Tennessee. Therefore, at best, one of the four factors has been met. Michael's
16 argument that these choice of law issues make Tennessee a better forum are clearly misguided and
17 erroneous, and should not be taken into account in determining where to adjudicate these claims.
18 Nevada is the only forum for this lawsuit, and Michael recognized this when he filed suit here to
19 begin with.
20
21

22 II. JEAN RUTH IS NOT SUBJECT TO PERSONAL JURISDICTION IN TENNESSEE.

23 The Tennessee minimum contacts test for personal jurisdiction of an out-of-state defendant
24 has two steps. *David Kidd Booksellers, Inc. v. Day-Impex, Ltd.*, 832 S.W.2d 572, 575 (1992). First,
25 the court must determine if the defendant has the requisite minimum contacts with the forum state.
26 *Davis Kidd*, 832 S.W.2d at 575. Second, the court must determine whether subjecting the defendant
27 to a lawsuit in the forum state complies with the fair and orderly administration of the law, meaning
28

1 that it does not offend traditional notions of "fair play and substantial justice". *Id.* at 574-5 (citing
2 to *International Shoe Co. v. Washington*, 326 U.S. 310, 316, 66 S.Ct. 154, 158, 90 L.Ed. 95 (1945)).
3 In regard to the second step, the court will look at such factors such as the (1) the burden on
4 defendant, (2) interest of the forum state, (3) plaintiff's interest in getting relief, (4) the judicial
5 system's interest in efficiency of adjudication, and (5) and social policy.

6
7 In *Davis Kidd*, the plaintiff's sprinkler system malfunctioned, causing extensive damage to
8 his bookstore. *Id.* at 574. David Kidd sued many defendants, most notably Sprinkler Bulb, a
9 Pennsylvania corporation they believed had manufactured the glass bulb which allegedly caused the
10 malfunction. *Id.* Sprinkler Bulb filed a motion to dismiss for a lack of personal jurisdiction, which
11 was denied by the trial court, and immediately brought on interlocutory appeal. *Id.* The *Davis Kidd*
12 Court used the minimum contacts analysis above to determine if Tennessee had personal jurisdiction.
13 In regard to the first step of the analysis, the court found that Sprinkler Bulb did not have any contact
14 with Tennessee except that their bulb had ended up there through another defendant. *Id.* at 576.
15 Therefore, there were not enough minimum contacts to lead Sprinkler Bulb to believe they would
16 be haled into court in Tennessee. *Id.* at 577.

17
18 In regard to the second step of the analysis, the court stated that Tennessee did have some
19 connection to the lawsuit. *Id.* at 576. The plaintiffs were Tennessee residents, and the injury
20 occurred in Tennessee. *Id.* Therefore, Tennessee did have some interest in providing a forum. *Id.*
21 However, this was significantly outweighed by the burden to Sprinkler Bulb in litigating there, as
22 many of the witnesses and documents were back in Pennsylvania. *Id.* Therefore, it would be neither
23 fair or just to subject them to personal jurisdiction in Tennessee. *Id.* at 577.

24
25 Here, in regard to the first step of the analysis, Jean Ruth has very minimal contact with
26 Tennessee. She did purchase the property at the request of Michael and sent funds there. However,
27 the decision of what property should be purchased and where that property was located was left
28

1 entirely up to Michael. She did not participate in the day to day operations of the LLC, and was not
2 involved in any business decisions. To have jurisdiction over her, she must have done some act in
3 which she "purposefully availed [her]self of the privilege of conducting activities within the forum
4 state...." *E.H. Darby v. Superior Supply Company*, 224 Tenn. 540, 548, 458 S.W.2d 423, 426 (1970)
5 (Court held that an Alabama resident could not be subjected to personal jurisdiction in Tennessee
6 when the only act he committed was the purchase and retrieval of lumber from Tennessee). She
7 purchased the Mills merely at her son's request, and the selection of Tennessee was certainly not
8 purposeful on her part.

10 Jean Ruth's contacts with Tennessee is comparable with the contacts in the *Davis Kidd* case.
11 As stated above, Sprinkler Bulb never expected to be haled into court in Tennessee based on their
12 actions. Jean Ruth would never be expected to be haled into court in Tennessee based on her
13 actions. She was merely helping her son set up a business to help him become financially stable, and
14 her minimal contact with Tennessee is certainly not sufficient to justify the "Tennessee suit" against
15 her.

17 Furthermore, under the second step, forcing Jean Ruth to litigate this suit in Tennessee
18 offends traditional notions of fair play and substantial justice. Jean Ruth is a very elderly woman,
19 and forcing her to go all the way to Tennessee to litigate is very burdensome on her and her guardian
20 Angel. While Tennessee may have an interest in providing a forum since the case involves one of
21 their residents, this is significantly outweighed by the burden to Jean Ruth and Angel. Furthermore,
22 Michael does have another avenue in getting relief, and that is to bring his suit in Nevada. He
23 initiated this lawsuit on in this Court last December, and forcing him to bring suit in Nevada will
24 lead to a much more efficient resolution of the Tennessee lawsuit, because it can be combined with
25 the Nevada lawsuit. Forcing Jean Ruth to litigate in Tennessee will not be in compliance with the
26 fair and orderly administration of the law. Therefore, based on the lack of minimum contacts and
27
28

1 lack of fair play and substantial justice, Tennessee does not have jurisdiction over Jean Ruth. The
2 plaintiff, Michael, has the burden of making a prima facie case that personal jurisdiction is proper,
3 and he has not sufficiently done that. *David Kidd*, 832 S.W.2d at 576.

4 **III. ANGEL, AS THE TRUSTEE OF THE TRUST, IS NOT SUBJECT TO PERSONAL**
5 **JURISDICTION IN TENNESSEE.**

6 When dealing with the trustee of a trust, the analysis in regard to personal jurisdiction is the
7 same as above. "[A] nonresident defendant must have 'minimum contacts' with Tennessee such that
8 exercising jurisdiction would not offend 'traditional notions of fair play and substantial justice.'" *Trust under will of Rose Frumkin v. First Union National Bank of Florida*, 874 S.W. 2d 40, 42
9 (1994). In *Frumkin*, a Florida bank was the trustee of Rose Frumkin's trust, and an income
10 beneficiary brought suit against the bank to have them removed as trustee. *Frumkin*, 874 S.W.2d
11 at 40. The only contact the trustee had with Tennessee was that he had sent correspondence and
12 funds to the plaintiff, who was a Tennessee citizen. *Id.* at 41. The trial court held that Tennessee
13 lacked personal jurisdiction over the trustee, and the petitioner appealed. *Id.* The court affirmed the
14 decision of the trial court based on the minimal contact with Tennessee and because they were
15 dealing with a Florida trust. *Id.* at 41-43.

16 Here, the facts dealing with the trust are very similar to the above case. Angel, as trustee of
17 the trust, has no contact with Tennessee except for sending funds to Michael there. It is a trust
18 formed and governed by the laws of Nevada. Angel, in her individual capacity, also has no contact
19 with Tennessee. Therefore, based on the above precedent, and lack of minimum contacts, Tennessee
20 does not have personal jurisdiction over the trust or Angel as trustee.

21 **IV. THE MOST EFFICIENT RESOLUTION OF THIS MATTER WOULD BE TO**
22 **COMBINE JEAN RUTH'S CLAIMS AND MICHAEL'S CLAIMS AND HAVE THEM**
23 **HEARD IN ONE FORUM.**

24 To litigate both side's claims at once, the tribunal must have jurisdiction over both parties.
25
26
27
28

1 Michael began this lawsuit in this Court on or about December 9th, 2004, in an attempt to become
2 guardian of the estate of his mother. The Court found it had general jurisdiction over the person of
3 Michael Echeverria on January 5th, 2005. Therefore, since Tennessee does not have jurisdiction over
4 Jean Ruth and Angel, Nevada makes much more sense than Tennessee in regard to efficiency and
5 convenience. It is the only forum that combine both side's claims.

6
7 Michael has been to Nevada many times, has been in the Nevada Courts on many instances;
8 and obviously has family in Nevada. He lived in Nevada before moving to Tennessee, and he has
9 purposefully availed himself to Nevada. He should be expected to be haled into court here. The
10 injury to Jean Ruth and the trust took place in Nevada. It is much more convenient and efficient for
11 Michael, a younger man, to go to Nevada, then to have his elderly mother and Angel go to
12 Tennessee. Furthermore, the gravamen of the Nevada suit, under NRS 159.305, involves the trust,
13 which is a Nevada trust. Therefore, Nevada has a much higher interest in litigating this case then
14 does Tennessee. In light of fair play and substantial justice, it is clear that Nevada is the only forum
15 for these claims, as Tennessee has does not have personal jurisdiction over Jean Ruth, Angel, or the
16 trust. Furthermore, since it has already been determined that this Court has personal jurisdiction over
17 Michael, it makes much more sense to litigate our claims here. Michael will be required to bring any
18 claims he may have, such as his claims filed in Tennessee, as compulsory counterclaims subject to
19 NRCP 13(a), since it arises out of the same transaction or occurrence as the subject matter in this
20 lawsuit.
21
22

23 **V. MICHAEL'S RELIANCE ON NRS § 159.0365 AND § 159.037 TO DETERMINE**
24 **JURISDICTION AND VENUE IS COMPLETELY MISGUIDED AND IS NOT**
25 **APPLICABLE TO THESE PROCEEDINGS.**

26 The above sections of the Nevada Revised Statutes deal with venue and jurisdiction when
27 appointing the guardian of a Nevadan. NRS §§ 159.0365, 037. Michael is using these statutes to
28 try and deny Nevada's jurisdiction in matters concerning its trust and its resident. They do not apply

1 to this proceeding. We are not dealing with the appointment of a guardian, but instead with the
2 misappropriation of trust funds. Jurisdiction is determined by the minimum contacts analysis above.

3 Venue is determined not by the statute above, but pursuant to NRS § 13.040, which states
4 that when the defendant does not live within this state (Michael is the defendant and lives in
5 Tennessee), it may be tried in any county in which the plaintiff has filed his/her complaint. NRS §
6 13.040. In this situation, Angel and Jean Ruth have filed the complaint in Clark County, and
7 therefore, venue is proper there.
8

9 CONCLUSION

10 ANGEL asks this Court to deny Respondent's motion to stay and dismiss, or for change of
11 venue, and continue on with this case as scheduled.
12

13 LIONEL SAWYER & COLLINS


14 By Elizabeth Naylor 4/27/05
15 JOHN NAYLOR, ESQ.
16 Nevada Bar No. 5435
17 ELIZABETH BRICKFIELD, ESQ.
18 Nevada Bar No. 6236
19 1700 Bank of America Plaza
20 300 South Fourth Street
21 Las Vegas, Nevada 89101

22 Attorneys for Angel Echevarria
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that on the 3 day of June, 2005, service of ANGEL ECHEVARRIA'S
OPPOSITION TO MOTION TO STAY, DISMISS, OR IN THE ALTERNATIVE, APPLICATION
FOR CHANGE OF VENUE PENDING TENNESSEE MATTERS was made by depositing a copy
in the United States Mail, postage prepaid, addressed to the following:

Cary Colt Payne, Esq.
Cary Colt Payne, Chtd.
700 South Eighth Street
Las Vegas, NV 89101


ERIN BRUNDAGE, an Employee of
LIONEL SAWYER & COLLINS

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

FILED

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ANGEZ ECHEVARRIA)
Plaintiff/Petitioner)
-vs-)
Defendant/Respondent)

CASE NO.

627262

DEPT.

E

FAMILY COURT MOTION/OPPOSITION
FEE INFORMATION SHEET (NRS 19.0312)

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

MOTION FOR/OPPOSITION TO _____

Notice

Motions and Oppositions to
Motions filed after entry of
final Decree or Judgment
(pursuant to NRS 125,
125B & 125C)
are subject to the Re-open
Filing Fee of \$25.00, unless
specifically excluded.
(See NRS 19.0312)

Excluded Motions/Oppositions

☒ Motions filed before final Divorce/Custody Decree entered
(Divorce/Custody Decree NOT final)

☐ Child Support Modification ONLY

☐ Motion/Opposition For Reconsideration (Within 10 days of Decree)
Date of Last Order _____

☐ Request for New Trial (Within 10 days of Decree)
Date of Last Order _____

☒ Other Excluded Motion GUARDIANSHIP
(Must be prepared to defend exclusion to Judge)

NOTE: If no boxes are checked, filing fee **MUST** be paid.

☐ Motion/Opp IS subject to \$25.00 filing fee ☒ Motion/Opp IS NOT subject to filing fee

Date: 6-6, 2005

LEE SCHMIDT
Printed Name of Preparer

Lee Schmidt
Signature of Preparer

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Nevada State Bar #004357
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Attorney for Respondent
MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the
Estate of JEAN RUTH ECHEVARRIA,

Adult Ward

CASE NO.: G27262

DEPT. NO.: E

DATE: 6/22/2005

TIME: 9:00 A.M.

ANGEL ECHEVARRIA,

Petitioner,

MICHAEL ECHEVARRIA,

Respondent.

CERTIFICATE OF FACSIMILE

This is to certify that on the 20th day of June, 2005, a true and correct copy of the
forgoing Reply to Opposition to Motion to Stay, Dismiss or in the alternative Change

Venue served via facsimile to:

Elyse M. Tyrell, Esq.
TRENT & ASSOCIATES
8367 W. Flamingo, #100
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VIA FACSIMILE 382-9242

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Elizabeth Brickfield, Esq.
LIONEL, SAWYER & COLLINS
300 S. Fourth St, #1700
Las Vegas, Nevada 89101

VIA FACSIMILE 383-8845

Also via facsimile to:

Office of the Guardianship Commissioner
Family Courts & Services Center
601 North Pecos Road
Las Vegas, NV

VIA FACSIMILE 455-5989


An Employee of CARY COLT PAYNE, ESQ.

CARY COLT PAYNE, CHTD.

Attorney at Law

700 South Eighth Street • Las Vegas, Nevada 89101
(702) 383-9010 • Fax (702) 383-9049

CARY COLT PAYNE, ESQ.
Admitted in Nevada and California



FACSIMILE TRANSMISSION

TO: Guardianship Commissioners FROM: CARY C. PAYNE, ESQ.

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DATE: 6.20.05

RE: Echevarria
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FACSIMILE TRANSMISSION

TO: Elizabeth Brickfield Esq. FROM: CARY C. PAYNE, ESQ.

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Admitted in Nevada and California

FACSIMILE TRANSMISSION

TO: Elizabeth Brickfield Esq. FROM: CARY C. PAYNE, ESQ.

FAX #: 383-8845

DATE: 6.20.05

RE: Guardianship Estate Jean R. Cohearn

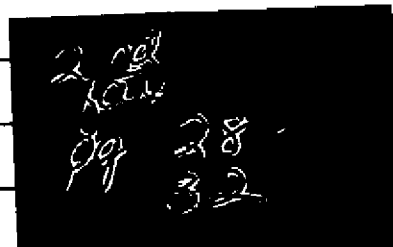
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CARY COLT PAYNE, ESQ.
Admitted in Nevada and California



FACSIMILE TRANSMISSION

TO: Elyse M. Tyrell, Esq.

FROM: CARY C. PAYNE, ESQ.

FAX #: 382-9242

DATE: 6-20-05

RE: Estate of Jean R. Echevarria

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Attorney for Respondent
MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the
Estate of JEAN RUTH ECHEVARRIA,

Adult Ward

CASE NO.: G27262
DEPT. NO.: E

DATE: 6/22/2005
TIME: 9:00 A.M.

ANGEL ECHEVARRIA,

Petitioner,

MICHAEL ECHEVARRIA,

Respondent.

REPLY TO OPPOSITION TO THE MOTION TO STAY, DISMISS OR IN THE
ALTERNATIVE CHANGE VENUE PENDING TENNESSEE MATTERS

COMES NOW, Movant and Respondent, MICHAEL ECHEVARRIA, by and
through his attorney CARY COLT PAYNE, ESQ. of the law office of CARY COLT
PAYNE, CHTD., and respectfully submits this Reply to Opposition to the Motion to
Stay, Dismiss or Application for Change of Venue, etc. pending the outcome of the

CARY COLT PAYNE, CHTD.

700 South Eighth Street
Las Vegas, Nevada 89101
Tel: 702.383.9010 • Fax: 702.383.9049

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1
2 Tennessee matters. This reply is based on the Points and Authorities submitted
3 herewith and the argument of counsel presented at hearing.

4 I. POINTS AND AUTHORITIES

5 A. ANGEL AS GUARDIAN HAS NOT STATED A BASIS FOR FILING
6 HER PETITION.

7 ANGEL has sued MICHAEL in the State of Nevada, for misappropriation of
8 "trust funds" as it relates to MICHAEL'S operation of the Tennessee L.L.C. ("The Mill
9 at Lebanon"). Without offering any evidence she claims the "trust" purchased an
10 interest in The Mill.

11
12 ANGEL is also claiming that pursuant to NRS 159.305 and 159.315 she has the
13 right to bring the instant petition in Nevada. The NRS she relies on was not even in
14 existence until 2003. See Exhibit "1". The Lebanon was purchased in 2000.

15 The Statute states:

16 **NRS 159.305 Petition alleging that person disposed of**
17 **money of ward or has evidence of interest of ward in or to**
18 **property.**

19 1. If a guardian, interested person, ward or proposed ward
20 petitions the court upon oath alleging:

21 (a) That a person has or is suspected to have concealed,
22 converted to his own use, conveyed away or otherwise disposed of
23 any money, good, chattel or effect of the ward; or

24 (b) That the person has in his possession or knowledge
25 any deed, conveyance, bond, contract or other writing which contains
26 evidence of, or tends to disclose the right, title or interest of the ward
27 or proposed ward in or to, any real or personal property, or any claim
28 or demand,

the judge may cause the person to be cited to appear before
the district court to answer, upon oath, upon the matter of the petition.

2. If the person cited does not reside in the county where
letters of guardianship have been issued pursuant to NRS 159.075,
the person may be cited and examined before the district court of the



1
2 county where the person resides, or before the court that issued the
3 citation. Each party to the petition may produce witnesses, and such
4 witnesses may be examined by either party.

5 MICHAEL does not reside in Nevada. The Statute is clear ANGEL must
6 petition in Lebanon, Tennessee. Moreover, strictly speaking the statute is applicable,
7 because ANGEL has not alleged MICHAEL stole from the ward, rather the allegation
8 is MICHAEL "converted" trust funds.

9
10 **B. THE PETITIONERS HAVE FAILED TO RESPOND TO THE**
11 **TENNESSEE COURT ORDER**

12 The Tennessee Court has already agreed it has venue.

13 The Court finds that the causes of action arose in
14 Wilson County, TN, that all work was done in Wilson County,
15 TN, that the witnesses who can testify about The Mill and the
16 causes of action set forth in Plaintiff's Complaint are located
17 in Wilson County, TN, that all business transactions occurred
18 in Wilson County, that all bidding and construction work on
19 The Mill property is located in Wilson County, TN and that the
20 Wilson County Chancery Court is the more convenient forum to
21 hear these causes of actions and is the best place for the matters
22 to be heard. (Emphasis added).

23 Clearly, pursuant to the order, the matter should be moved, or at least
24 stayed pending the July 29, 2005 trial.

25 **C. THE PETITIONERS DID NOT ATTACHED A SINGLE SHRED**
26 **OF EVIDENCE TO SUPPORT THE CLAIMS/ASSERTIONS**

27 ANGEL has made multiple "factual" assertions with no basis.
28 Specifically, she is without evidence that the "trust" lent large sums of money
to invest in the L.L.C. Attached hereto are bank documents and records
which indicate that the trust did not lend the money. See Exhibit "2".

CARY COLT PAYNE, CHTD.

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Las Vegas, Nevada 89101
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CONCLUSION

WHEREFORE, MICHAEL request this Court Dismiss parts of the Petition that apply in Tennessee and or the Reimbursement and/or Restitution and Accounting and in the alternative stay this matter, pending a factual findings, conclusions of law in Tennessee litigation, etc.

DATED this 20 of June, 2005.

CARY COLT PAYNE, CHTD.

CARY COLT PAYNE, CHTD.
Nevada Bar #004357
700 S. Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

Attorney for Respondent
MICHAEL ECHEVARRIA



CERTIFICATE OF FACSIMILE

This is to certify that on the 20th day of June, 2005, a copy of the foregoing Reply to Opposition and Motion to Stay, Dismiss or in the Alternative Change Venue Pending Tennessee matters was duly served, by facsimile to:

Elyse M. Tyrell, Esq.
TRENT & ASSOCIATES
8367 W. Flamingo, #100
Las Vegas, NV 89147

VIA FACSIMILE (702) 382-9242

Elizabeth Brickfield, Esq.
LIONEL, SAWYER & COLLINS
300 S. Fourth St, #1700
Las Vegas, Nevada 89101

VIA FACSIMILE (702) 383-8845

A handwritten signature in dark ink, appearing to read 'Cary Colt Payne', written over a horizontal line.

An Employee of Cary Colt Payne, CHTD.

EXHIBIT "1"

8. The appointment of a short-term guardian pursuant to this section:

(a) May be terminated by an instrument in writing signed by either parent if that parent has not been deprived of the legal custody of the minor.

(b) Is terminated by any order of a court of competent jurisdiction that appoints a guardian.

(Added to NRS by 1969, 194; A 1969, 434; 1989, 534; 2003, 1802)

NRS 159.215 Guardian of person of minor child of member of Armed Forces.

1. A member of the Armed Forces of the United States, a reserve component thereof or the National Guard may, by written instrument and without the approval of a court, appoint any competent adult residing in this state as the guardian of the person of a minor child who is a dependent of that member. The instrument must be:

(a) Executed by both parents if living, not divorced and having legal custody of the child, otherwise by the parent having legal custody; and

(b) Acknowledged in the same manner as a deed.

↪ If both parents do not execute the instrument, the executing parent shall send by certified mail, return receipt requested, to the other parent at his last known address, a copy of the instrument and a notice of the provisions of subsection 3.

2. The instrument must contain a provision setting forth the:

(a) Branch of the Armed Forces;

(b) Unit of current assignment;

(c) Current rank or grade; and

(d) Social security number or service number,

↪ of the parent who is the member.

3. The appointment of a guardian pursuant to this section:

(a) May be terminated by a written instrument signed by either parent of the child if that parent has not been deprived of his parental rights to the child; and

(b) Is terminated by any order of a court.

(Added to NRS by 1985, 1075)

ACTS AGAINST OR AFFECTING WARD OR PROPOSED WARD

NRS 159.305 Petition alleging that person disposed of money of ward or has evidence of interest of ward in or to property.

1. If a guardian, interested person, ward or proposed ward petitions the court upon oath alleging:

(a) That a person has or is suspected to have concealed, converted to his own use, conveyed away or otherwise disposed of any money, good, chattel or effect of the ward; or

(b) That the person has in his possession or knowledge any deed, conveyance, bond, contract or other writing which contains evidence of, or tends to disclose the right, title or interest of the ward or proposed ward in or to, any real or personal property, or any claim or demand,

↪ the judge may cause the person to be cited to appear before the district court to answer, upon oath, upon the matter of the petition.

2. If the person cited does not reside in the county where letters of guardianship have been issued pursuant to NRS 159.075, the person may be cited and examined before the district court of the county where the person resides, or before the court that issued the citation. Each party to the petition may produce witnesses, and such witnesses may be examined by either party.

(Added to NRS by 2003, 1759)

NRS 159.315 Order of court upon findings concerning allegations that person disposed of money of ward or has evidence of interest of ward in or to property; nonappearance or noncompliance by person cited; effect of order.

1. If the court finds, after examination of a person cited pursuant to NRS 159.305, that the person has committed an act:

(a) Set forth in paragraph (a) of subsection 1 of NRS 159.305, the court may order the person to return the asset or the value of the asset to the guardian of the estate; or

(b) Set forth in paragraph (b) of subsection 1 of NRS 159.305, the court may order the person to return the asset or provide information concerning the location of the asset to the guardian of the estate.

2. The court may hold a person who is cited pursuant to NRS 159.305 in contempt of court and deal with him accordingly if the person:

(a) Refuses to appear and submit to examination or to testify regarding the matter complained of in the petition; or

(b) Fails to comply with an order of the court issued pursuant to subsection 1.

3. An order of the court pursuant to subsection 1 is prima facie evidence of the right of the proposed ward or the estate of the ward to the asset described in the order in any action that may be brought for the recovery thereof, and any judgment recovered therein must be double the value of the asset, and damages in addition thereof equal to the value of such property.

4. If the person who is cited pursuant to NRS 159.305 appears and, upon consideration of the petition, the court finds that the person is not liable or responsible to the estate of the ward or proposed ward, the court may order:

(a) The estate of the ward or proposed ward to pay the attorney's fees and costs of the respondent; or

(b) If the court finds that the petitioner unnecessarily or unreasonably filed the petition, the petitioner personally to pay the attorney's fees and costs of the respondent.

(Added to NRS by 2003, 1759)

APPEALS

NRS 159.325 Appeals to Supreme Court. In addition to any order from which an appeal is expressly authorized pursuant to this chapter, an appeal may be taken to the Supreme Court within 30 days after its notice of entry from an order:

EXHIBIT "2"

**Bank of Nashville
Fixture Filing**

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing office. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

THE MILL AT LEBANON, LLC
218 North Maple Street
Lebanon, TN 37087

2. Secured Party(ies) and address(es)

THE BANK OF NASHVILLE
401 Church Street
Nashville, TN 37219

For Filing Officer (Date, Time, Number, and Filing Office)

Maximum principal indebtedness for Tennessee recording tax purposes is \$ -0- **

4. This financing statement covers the following type(s) of property:

All of Debtor's fixtures located on the property described in Exhibit "A" attached hereto.

**Amount of Indebtedness is \$700,000.00. Transfer Tax paid on the Deed of Trust recorded simultaneously herewith.

5. Assignor(s) of Secured Party and Address(es)

This statement is filed without the debtor signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:
Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented: 2

Filed with: REGISTER OF DEEDS

THIS IS A FIXTURE FILING

THE MILL AT LEBANON, LLC

THE BANK OF NASHVILLE

By: _____
Signature(s) of Debtor(s)By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

AMBROSE PRINTING COMPANY - NASHVILLE, TN 37219

Wells Fargo Bank Loan Collateral

WELLS FARGO SECURITIES

Your Financial Consultant
LOAN COLLATERAL
VICE PRESIDENT
WELLS FARGO SECURITIES
50 CALIFORNIA ST 6TH FL
SAN FRANCISCO, CA 94104
(888) 600-6022

Statement of Your Account

Account Created by Wells Fargo Securities Inc.

FOR MONTH ENDING SEPTEMBER 30, 2000

PAGE 1 OF 3

Account Number FC
050 055119 800

WELLS FARGO BANK LOAN COLLATERAL 006405
FBO JEAN R ECHEVERRIA
183 JERI DR
HENDERSON NV 89014 0649

WELLS FARGO BANK LOAN COLLATERAL

Asset Summary

	Value	Percent of assets
Money Market Funds	\$0.00	0.02
Stocks	0.00	0.0
Municipal Bonds	0.00	0.0
Corporate Fixed Income	0.00	0.0
Government Securities	0.00	0.0
Mutual Funds	0.00	100.0
Real Investment Trusts	692,961.44	0.0
Certificates of Deposit	0.00	0.0
Other	0.00	0.0
Net Value	692,961.44	100.02
Cash	0.00	
Total Asset Value	692,961.44	

Income Summary

	This Month	Year To Date
Money Market Funds	\$0.00	\$0.00
Stocks	0.00	0.00
Municipal Bonds	0.00	0.00
Corporate Fixed Income	0.00	0.00
Government Securities	0.00	0.00
Mutual Funds	1,836.85	14,509.39
Real Investment Trusts	0.00	0.00
Certificates of Deposit	0.00	0.00
Other	0.00	0.00
Total Income	1,836.85	14,509.39
taxable Income	\$0.00	\$0.00
tax Exempt Income	1,836.85	14,509.39

Activity Summary

Total Asset Value as of June 30 2000 6697,783.63

Cash/Money Market Activity	
Closing Balance as of 6/30	\$0.00
Income	5,495.64
Deposits	0.00
Assets Sold	0.00
Other	0.00
Withdrawals	0.00
Assets Bought	-5,495.64
Closing Balance as of 9/30	0.00

Net Change Cash/Money Market Activity

0.00

Changes in Asset Value

Value of Priced Assets as of 6/30	6697,783.63
Assets Bought	5,495.64
Assets Received	0.00
Assets Sold	0.00
Assets Delivered	0.00
Change in Value of Priced Assets	-10,337.83
Value of Priced Assets as of 9/30	6687,445.80

Net Change in Asset Value

-10,337.83

Total Asset Value as of September 30 2000 6687,445.80

Mutual Funds, Securities, Annuities and Other Investment Products

- * are NOT insured by the FDIC
- * are NOT obligations or deposits of Wells Fargo Bank nor guaranteed by the Bank
- * involve investment risk, including possible loss of principal

FROM: XXXXXXXXXXRRIA

FAX NO. : 0000000 0000

Nov. 16 2000 11:59AM P2

WELLS FARGO SECURITIES

Statement of Your Account

Account Created by Wells Fargo Affiliates Inc.

FOR MONTH ENDING SEPTEMBER 30, 2000

WELLS FARGO BANK LOAN COLLATERAL
BO JEAN R ECHEVERRIA

PAGE 2 OF 3

Account Number FC
050 055119

ASSET DETAILS

Cash and Money Market Funds			Annualized 10 Day Yields	
Amount	Pct of Assets	Est Yrly Income		
0.00	---	---	Wells Fargo Money Market A	5.66%
5.00	---	0.00	Wells Fargo Ca Tx Fr Mon Mkt A	3.11%
			Wells Fargo Nat Tx Fr Mon Mkt A	3.74%
			Wells Fargo Gvl Money Market A	5.83%
			Wells Fargo Treas Mon Mkt A	5.80%

Mutual Funds		Current Price	Pct of Assets	Est Yrly Income	Distribution Rate	Fund Plan Number	Symbol	Option
7,509.793	ADM MINI BOND B	7.0400	42.52	N/A	N/A		ANBBX	RelInv/RelInv
4,1540.106	ADM VALIE FUND B	43.7200	28.4%	N/A	N/A		AWLAX	RelInv/RelInv
9,704.154	MFS MUNICIPAL BOND FUND CL B	10.1700	28.9%	N/A	N/A		MBBXX	RelInv/RelInv
Total Mutual Funds		6493.951	100.0%	N/A	N/A			

Asset Summary		Value	Est Yrly Income
Total Asset Value		698,961.95	14,110.00

Margin Loan Rates

Loan Amount	Rate
\$0 - 24,999	11 5/8%
\$25,000 - 49,999	11 1/8%
\$50,000 - 99,999	10 3/8%
\$100,000 & over	9 7/8%

EFFECTIVE DATE: May 17, 2000
PREVIOUS CHANGE: March 22, 2000

ACTIVITY DETAILS

Assets	Date	Activity	Quantity	Description	Price	Amount	Additional Information
06-30 Bought	74.748	MFS MUNICIPAL BOND FUND B			10.0766	752.71	REINVESTMENT
06-30 Bought	156.109	ADM MINI BOND B			7.7906	1,075.80	REDWESTMENT

FROM: XXXXXXXXXXRR1H

FAX NO. : 0000000 0000

Nov. 16 2000 12:00PM P3

WELLS FARGO SECURITIES

Statement Of Your Account

Account Created by Wells Fargo Securities Inc.

FOR MONTH ENDING SEPTEMBER 30, 2000

PAGE 3 OF 3

WELLS FARGO BANK LOAN COLLATERAL
BO JEAN R ECHEVARRIAAccount Number FC
050 055119 800

Assets	Date	Activity	Quantity	Description	Price	Amount	Additional Information
	07-31	Bought	73.867	MFS MUNICIPAL BOND FUND B	10.1400	750.49	REINVESTMENT
	07-31	Bought	137.728	AIM MUNI BOND B	7.8400	1,079.79	REINVESTMENT
	08-31	Bought	73.257	MFS MUNICIPAL BOND FUND B	10.2800	753.08	REINVESTMENT
	08-31	Bought	137.184	AIM MUNI BOND B	7.9000	1,083.77	REINVESTMENT
Liabilities	Date	Activity	Quantity	Description	Price	Amount	Income Category
	07-03	Tax Exempt Dividend		AIM MUNI BOND B		1,075.00	Mutual Funds
	07-05	Tax Exempt Dividend		DIV PAYMENT AS OF 06/30/00			
	07-05	Tax Exempt Dividend		MFS MUNICIPAL BOND FUND B		752.71	Mutual Funds
	08-01	Tax Exempt Dividend		DIV PAYMENT AS OF 06/30/00			
	08-01	Tax Exempt Dividend		AIM MUNI BOND B		1,079.79	Mutual Funds
	08-02	Tax Exempt Dividend		DIV PAYMENT AS OF 07/31/00			
	08-02	Tax Exempt Dividend		MFS MUNICIPAL BOND FUND B		750.49	Mutual Funds
	09-01	Tax Exempt Dividend		DIV PAYMENT AS OF 07/31/00			
	09-01	Tax Exempt Dividend		AIM MUNI BOND B		1,083.77	Mutual Funds
	09-05	Tax Exempt Dividend		DIV PAYMENT AS OF 08/31/00			
	09-05	Tax Exempt Dividend		MFS MUNICIPAL BOND FUND B		753.08	Mutual Funds
	09-05	Tax Exempt Dividend		DIV PAYMENT AS OF 08/31/00			
				Total Income		45,495.44	

Messages

The Wells Fargo Specialized Technology Fund invests in companies that have the potential for superior growth in such industries as aerospace, biotechnology, health care and software. Contact your FC for a prospectus containing more complete information, including risks, fees and expenses. Please read the prospectus carefully before investing. There are additional risks associated with investing in funds that lack industry diversification and funds that invest in technology stocks and foreign issuers. Wells Fargo Bank, N.A., Investment Advisor, Stephens Inc., Distributor, Wells Fargo Bank, N.A. and Stephens Inc. are not affiliated.

Financial consultants are registered representatives of Wells Fargo Securities, Inc. (member NASD/SIPC), a non-bank affiliate of Wells Fargo & Company.

Account carried by Dean Witter Reynolds, Inc. Private Client Services provides financial products and services through various banks and brokerage affiliates of Wells Fargo & Company.

HUD Settlement Statement

A. Settlement Statement

U.S. Department of Housing
and Urban Development

Gibson & Gregory

OMB No. 2502-0265

B. Type of Loan

 1. ☐ FHA 2. ☐ FmHA 3. ☒ Conv. Unins.
 4. ☐ VA 5. ☐ Conv. Ins. REFINANCE
6. File Number
00-2458

7. Loan Number

8. Mortgage Insurance Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower

 The Mill at Lebanon, LLC
 189 Jeri Drive
 Henderson, NV 89014

E. Name and Address of Seller

F. Name and Address of Lender

 The Bank of Nashville
 401 Church Street
 Nashville, TN 37219

G. Property Location

 218 North Maple Street
 Lebanon, TN 37087
 Wilson County, TN

H. Settlement Agent

Gibson & Gregory

I. Place of Settlement

 Phone: 242-7700
 Suite 1900, 201 Fourth Ave., N.
 Nashville, Tennessee 37219

J. Settlement Date

12/21/00

Dis: 12/27/00

J. Summary of Borrower's Transaction

100. Gross Amount Due From Borrower

101. Contract sales price

102. Personal property

103. Settlement charges to borrower (line 1400)

15,352.70

104. Balance of funds to draw

684,647.30

105.

Adjustments for items paid by seller in advance

106. City/town taxes to

107. County taxes to

108. Assessments to

109.

110.

111.

112.

120. Gross Amount Due From Borrower

700,000.00

200. Amounts Paid By Or In Behalf Of Borrower

201. Deposit or earnest money

202. Principal amount of new loan(s)

700,000.00

203. Existing loan(s) taken subject to

204.

205.

206.

207.

208.

209.

Adjustments for items unpaid by seller

210. City/town taxes to

211. County taxes to

212. Assessments to

213.

214.

215.

216.

217.

218.

219.

220. Total Paid By/For Borrower

700,000.00

300. Cash At Settlement From/To Borrower

301. Gross amount due from borrower (line 120)

700,000.00

302. Less amounts paid by/for borrower (line 220)

700,000.00

303. Cash ☒ From ☐ To Borrower

.00

K. Summary of Seller's Transaction

400. Gross Amount Due To Seller

401. Contract sales price

402. Personal property

403.

404.

405.

Adjustments for items paid by seller in advance

406. City/town taxes to

407. County taxes to

408. Assessments to

409.

410.

411.

412.

420. Gross Amount Due To Seller

500. Reductions in Amount Due To Seller

501. Excess deposit (see instructions)

502. Settlement charges to seller (line 1400)

503. Existing loan(s) taken subject to

504. Payoff of first mortgage loan

505. Payoff of second mortgage loan

506.

507.

508.

509.

Adjustments for items unpaid by seller

510. City/town taxes to

511. County taxes to

512. Assessments to

513.

514.

515.

516.

517.

518.

519.

520. Total Reduction Amount Due Seller

600. Cash At Settlement To/From Seller

601. Gross amount due to seller (line 420)

602. Less reductions in amt. due seller (line 520)

603. Cash ☐ To ☐ From Seller

L. Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price \$					
Division of Commission (line 700) as follows:					
701. \$ to					
702. \$ to					
703. Commission paid at Settlement					
704.					
800. Items Payable in Connection With Loan					
801. Loan Origination Fee 1.0000 % The Bank of Nashville				7,000.00	
802. Loan Discount %					
803. Appraisal Fee to Carl Storey				500.00	
804. Credit Report to					
805. Lender's Inspection Fee to					
806. Mortgage Insurance Application Fee to					
807. Assumption Fee to					
808. Environmental Inspection to Alley & Associates, Inc.				2,850.00	
809. Flood Zone Determination to The Bank of Nashville				14.00	
810. Release fee to The Bank of Nashville				6.00	
811.					
900. Items Required By Lender To Be Paid in Advance					
901. Interest from to @ \$ /day					
902. Mortgage Insurance Premium for months to					
903. Hazard Insurance Premium for years to					
904. Flood Insurance Premium for years to					
905.					
1000. Reserves Deposited With Lender					
1001. Hazard insurance months @ \$ per month					
1002. Mortgage insurance months @ \$ per month					
1003. City property taxes months @ \$ per month					
1004. County property taxes months @ \$ per month					
1005. Annual Assessments months @ \$ per month					
1006. Flood Insurance months @ \$ per month					
1007. months @ \$ per month					
1008. months @ \$ per month					
1009. months @ \$ per month					
1010. Aggregate Adjustment months @ \$ per month				.00	.00
1100. Title Charges					
1101. Settlement or closing fee to Gibson & Gregory				250.00	
1102. Abstract or title search to					
1103. Title examination to					
1104. Title insurance binder to					
1105. Document preparation to Gibson & Gregory				1,000.00	
1106. Notary fees to					
1107. Attorney's fees to					
(includes above item numbers:)					
1108. Title Insurance to Old Republic National Title Insurance Co				2,795.00	
(includes above item numbers:)					
1109. Lender's coverage \$					
1110. Owner's coverage \$					
1111. Certificate of Existence to Reimb. Gibson & Gregory				20.00	
1112.					
1113.					
1200. Government Recording and Transfer Charges					
1201. Recording fees: Deed \$ Mortgage \$ 74.00 Releases \$				74.00	
1202. City/county tax/stamps: Deed \$ Mortgage \$					
1203. State tax/stamps: Deed \$ Mortgage \$ 803.70				803.70	
1204. Record UCC-1 to Register of Deeds				15.00	
1205.					
1300. Additional Settlement Charges					
1301. Survey to					
1302. Pest inspection to					
1303. Express Fee to Gibson & Gregory				25.00	
1304.					
1305.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				15,352.70	
<p>I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.</p> <p>The Mill at Lebanon, LLC By: Jean R. Echegarria, Managing Member</p> <p>To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the Settlement Agent.</p> <p>WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.</p> <p style="text-align: right;">Date December 21, 2000</p>					

**Operating Agreement of
THE MILL AT LEBANON, LLC**

JAN-10-2005 11:47P FROM:

TO:7607370

P:2/12

**OPERATING AGREEMENT
OF
THE MILL AT LEBANON, LLC**

THIS OPERATING AGREEMENT is made and entered into as of the 11 day of July, 2000,
and is by and among the Members.

WITNESSETH:

WHEREAS, the Members desire to form a limited liability company under and pursuant to the
Tennessee Limited Liability Company Act to conduct certain business as a limited liability company, and
to set forth their mutual rights and obligations in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings
hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is
herby acknowledged, the Members hereto agree as follows:

ARTICLE I.
Definitions

1.1. **Definitions.** As used herein the following terms shall have the indicated meanings. Terms
not otherwise defined herein shall have the meaning set forth in Act.

(a) "Act" means the Tennessee Limited Liability Company Act in effect on the date
hereof and as may be hereafter amended.

(b) "Agreement" means this Operating Agreement and as may be hereafter amended.

(c) "Capital Account" shall have the meaning attributed to such term in Section 4.4
below.

(d) "Cash Flow" of the Company shall mean the Company's taxable income for
federal tax purposes, increased by (i) amortization, depreciation and other noncash charges taken
in to account in computing taxable income, (ii) any nontaxable income or proceeds from any
refinancing of the Company's indebtedness (other than capital contributions) and (iii) the net
proceeds from the sale of any of the Company's assets, and reduced by (iv) principal payments
on Company indebtedness, (v) any other cash expenditures which have not been deducted in
determining the taxable income of the Company and (vi) any amount that the Members determine
to be reasonably required to maintain sufficient working capital and a reasonable reserve for
operating expenses. The Cash Flow of the Company shall be determined separately for each fiscal
year and not cumulatively.

(e) "Code" means the Internal Revenue Code of 1986, as may be hereafter amended.

(f) "Company" means The Mill at Lebanon, LLC, the limited liability company
formed by the Member.

0603357.01
101338-001 06/21/2000

JAN-10-2005 MON 11:10PM ID:

PAGE:2

JAN-21-2005 FRI 04:08PM ID:

PAGE:2

JAN-10-2005 11:47P FROM:

TO: 7607370

P: 3/12

(g) "Contributed Capital" means, with respect to any Member as of any particular time, the cumulative amount of capital contributions made by such Member to the Company less the cumulative amount of distributions made by the Company to such Member, but only to the extent such distributions are attributable to proceeds received by the Company as a result of the sale, refinancing, condemnation or destruction of property of the Company other than in the ordinary course of its business.

(h) "Financial Rights" means the right to share in profits, losses and distributions of the Company and to receive interim and liquidation distributions of the Company.

(i) "Governance Rights" means all of each Member's rights as a member in the Company other than Financial Interests and the right to assign such Financial Rights.

(j) "Managers" means the President, Secretary, and any other managers who may be designated from time to time by the Members to manage the affairs of the Company pursuant to the provisions of this Agreement.

(k) "Members" means those persons set forth on Schedule A attached hereto as may be hereafter amended, together with any additional members admitted pursuant to the provisions of this Agreement.

(l) "Membership Interest" means each Member's interest in the Company, consisting of (i) the Financial Rights, (ii) the Governance Rights, and (iii) rights to assign either the Financial Rights and Governance Rights or both. In the event a Member has assigned some or all of his Financial Rights, in such case "Membership Interest" means (i) such Member's Governance Rights, (ii) such Member's rights to assign his Governance Rights, (iii) any remaining Financial Rights of such Member, and (iv) such Member's rights to assign any remaining Financial Rights of such Member.

(m) "Net Profits" and "Net Losses" means, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) [for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss], with the following adjustments:

(i) Expenditures described in Section 705(a)(2)(B) of the Code (including amounts treated as Section 705(a)(2)(B) expenditures under Treasury Regulations § 1.704-1(b)(2)(iv)(1)) shall be included as an expense in the determination of Net Profits and Net Losses.

(ii) Income exempt from taxation shall be included in the determination of Net Profits and Net Losses.

(n) "Percentage Interest" means the interest of each Member, as defined in Section 4.1.

(o) "President" means the initial President of the Company as described in Section 7.3 below, or any subsequent President as may be elected by the Members.

0633357 01
101350A-001 06/23/2000

- 2 -

JAN-10-2005 MON 11:10PM ID:

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JAN-21-2005 FRI 04:08PM ID:

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TO: 7607370

P: 4/12

(p) "Secretary" means the initial Secretary of the Company as described in Section 7.4, or any subsequent Secretary as may be elected by the Members

ARTICLE II. Formation

2.1. Formation. The Member hereby forms a limited liability company under and pursuant to the Act, subject to the terms and conditions set forth in this Agreement.

2.2. Name. The name of the Company shall be The Mill at Lebanon, LLC. The Company may adopt and conduct its business under such assumed or trade names as the Members may from time to time determine. The principal executive office of the Company shall be located at 182 Jeri Drive, Henderson, Nevada 89014, or at such other place as the member shall determine.

2.3. Articles of Organization. The Articles of Organization as filed with the Secretary of State of the State of Tennessee on June __, 2000, by Jennifer Sevier Kelly, as organizer, are hereby adopted and ratified by the Member. In the event of a conflict between the terms of this Agreement and the terms of the Articles of Organization, the terms of the Articles of Organization shall prevail.

ARTICLE III. Purpose and Powers

3.1. Purpose. The purpose of the Company shall be to undertake any lawful business activity as approved by the Member.

3.2. Powers. In furtherance of the foregoing purposes, the Company shall have the full power and authority to conduct its business as provided by the Act and applicable law.

ARTICLE IV. Capital

4.1. Capital Contributions and Percentage Interest. Each Member has made the contributions to the capital of the Company in the amounts set forth on Schedule A attached hereto. Except as adjusted or revised pursuant to the terms of this Agreement, each Member's Percentage Interest shall equal the percentage set forth for each such Member on Schedule A.

4.2. No Interest or Right to Withdraw. No Member shall have the right to demand the return of, or otherwise withdraw, his contribution, or to receive any specific property of the Company, except as specifically provided in this Agreement. No Member shall have the right to demand and receive property other than cash in return for his contributions. No interest shall be paid on capital contributions or on balances in capital accounts.

4.3. Capital Accounts. A capital account shall be established on the books of the Company for each Member. A Member's capital account, on any date, shall be equal to the amount of money and the fair market value of property contributed by the Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to), and allocations to him of Company income and gain (or items thereof), including income and gain exempt from tax, less the

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amount of money and the fair market value of property distributed to such Member (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to), allocations to such Company of expenditures of the Company described in Section 705(a)(2)(B) of the Code and allocations of Company loss or deduction (or items thereof). Capital accounts shall be determined and maintained throughout the full term of the Company in accordance with the capital accounting rules of Treasury Regulations §1.704-1(b)(2)(iv), including any amendments and successor regulations thereto. Upon the transfer of all or a part of the Member's interest in the Company, the capital account of the transferor attributable to the transferred interest shall carry over to the transferee, as adjusted under the rules in Treasury Regulations §1.704-1(b)(2)(iv).

ARTICLE V.

Allocations

5.1. Allocations. Except as otherwise provided herein, the Net Profits, Net Losses and other tax attributes of the Company for each fiscal year shall be allocated in accordance with each Member's Percentage Interest. Net Profits or Net Loss allocable to any Member whose Membership Interest or Financial Rights have been assigned, in whole or in part, during any fiscal year shall be allocated among the persons who were the holders of such Membership Interest or Financial Rights during such fiscal year in proportion to their respective holding periods, without separate determination of the results of Company operations during such periods. Net Profits or Net Losses attributable to a sale or other disposition of all or any portion of the assets of the Company shall be allocated to those Members who were Members at the time of the occurrence of the disposition giving rise to such Net Profits or Net Losses.

5.2. Distribution of Cash Flow. Subject to the provisions of the Act, Cash Flow generated from Company operations may be distributed to the Members in such amount as the Members holding a majority of the Percentage Interests shall determine. All distributions of Cash Flow shall be made in accordance with the Percentage Interests of the Members.

5.3. Special Tax Allocations.

(a) In the event the Members unexpectedly receive any adjustments, allocations, or distributions described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Company income and gain shall be specially allocated to the Members in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the negative capital account created by such adjustments, allocations or distributions as quickly as possible. For purposes of the preceding sentence, Members' Capital Accounts shall be reduced for the items described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), and (6). The provisions of this Section 5.3(a) are intended to comply with the requirements of Treasury Regulation Section 1.704-1(b), including any amendments or successor regulations thereto, and shall be so interpreted.

(b) If there is a net decrease in partnership minimum gain as defined in Regulation Section 1.704-2(d) during a Company taxable year, then each Member must be allocated items of income and gain for such year in an amount equal to such Member's share of the net decrease in partnership minimum gain as computed under Regulation Section 1.704-2(d)(2). The provisions of this Section 5.3(b) are intended to comply with the requirements of Regulation Section 1.704-2, including any amendments or successor regulations thereto, and shall be so interpreted.

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(c) Notwithstanding any provision of this Article V to the contrary, to the extent allocations of loss or deductions to a Member would cause such Member to have a negative Capital Account balance, or increase the negative balance in a Member's Capital Account, such loss or deduction shall be allocated among those Members with positive Capital Account balances to the extent thereof and in proportion. For the purposes of this Section 5.3(c), distributions made prior to or contemporaneous with any allocation to a Member shall be reflected in such Member's Capital Account prior to making such allocation to such Member, and a Member's Capital Account shall be credited to the extent (i) such Member is unconditionally obligated to make additional contributions to the Company; (ii) such Member is unconditionally obligated to fund a deficit in his Capital Account upon liquidation; and (iii) such Member is deemed to be obligated to restore his Capital Account balance pursuant to Regulation Sections 1.704-2(s)(1) and 1.704-2(i)(5).

ARTICLE VI. Members and Voting Rights

6.1. Admission of New Members. No other person shall be made a Member without the unanimous consent of the Members at the time such membership decision is to be made. The Secretary shall revise Schedule A to reflect any action taken by the Members pursuant to this Section 6.1.

6.2. Meetings. Meetings of all Members may be called by the President, Secretary or Members holding 10% of the voting power by mailing notice to all Members no fewer than ten (10) days nor more than two (2) months before the meeting date, stating the purpose(s) of the meeting. Any such meetings shall be held at the principal place of business of the Company, or such other place in Tennessee as may be designated in the notice.

6.3. Quorum Requirements for Meetings. The Members holding a majority of the voting power of the Membership Interests entitled to vote at any meeting shall constitute a quorum for the transaction of business. Once a Membership Interest is represented at any meeting, it is deemed to be present for the remainder of that meeting and for any adjournment. A meeting may be adjourned, and notice of an adjourned meeting is not necessary if the date, time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken.

6.4. Membership Voting Power. At any meeting of the Members, each Member entitled to vote shall have a number of votes equal to the Member's Percentage Interest as set forth on Schedule A hereto, as the same may be amended from time to time.

6.5. Action by Members. At any meeting of the Members at which a quorum is present, a majority of the Membership voting power is required to take action on a matter unless a vote of greater proportion is otherwise required by this Agreement, the Company's Articles of Organization or the Act.

6.6. Action Without a Meeting. Action required or permitted to be taken at a meeting of the Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by all of the Members entitled to vote and delivered to the Managers of the Company for filing with the Company records.

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ARTICLE VII.

Management

7.1. Management of the Company. Except for the duties assigned to the President and the Secretary and except as otherwise provided in the Agreement, the management and control of the Company and of its business and affairs shall rest with the Members who shall collectively exercise such rights in accordance with Article VI. The Members shall have all the rights and powers which may be possessed by members under the Act (as modified by this Agreement or the Articles of Organization) and all additional rights and powers as are otherwise conferred by law or which are necessary, proper, advisable or convenient to the discharge of their duties and obligations under this Agreement. Each of the Members shall vote his or her Membership Interest in his or her individual capacity and without regard to any fiduciary responsibility that he or she might owe to any other Member under this or any other instrument.

7.2. Individual Member Authority. Each Member has the power under the Act to bind the Company as an agent in the normal course of business.

7.3. Duties of the President. The President shall have the following duties:

- (a) See that all orders and resolutions of the Members are carried into effect;
- (b) Sign and deliver, in the name of the Company, any deeds, mortgages, bonds, contracts or other instruments pertaining to the business of the Company, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the Articles, this Agreement or the Members to some other Manager or agent of the Company;
- (c) Manage and control the day-to-day operations of the Company; and
- (d) Perform other duties prescribed by this Agreement or prescribed to the Chief Manager under the Act.

7.4. Duties of the Secretary. The Secretary shall have the following duties:

- (a) Keep accurate membership records for the Company;
- (b) Maintain records of and, whenever necessary, certify all proceedings of the Members or committees of the Company;
- (c) Receive notices required to be sent to the Secretary and keep a record of such notices in the records of the Company; and
- (d) Perform other duties prescribed herein or by the Members or the President.

7.5. Additional Managers. Additional Managers may be appointed by the Member and listed on Schedule A of this Agreement. Such Managers shall carry duties as delegated by the President or prescribed by the Members upon their appointment.

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7.6. Election, Withdrawal and Removal of Managers. The Company shall at all times have at least two Managers, those being the President and the Secretary. A Manager need not be a Member. The Members may, from time to time, appoint new, additional or substitute Managers and may, from time to time and without cause, remove any one or more of the Managers. The Members may, at any time, eliminate any Manager position other than that of the President and the Secretary. Any Manager may, at any time and upon thirty (30) days prior written notice to the Members, resign as a Manager, but such resignation shall not affect his or her status, if any, as a Member. Upon the death, resignation or removal of the President, the Members shall immediately vote to appoint another President. Upon the death, resignation or removal of the Secretary, the Members shall vote within 30 days of such termination to appoint another Secretary.

7.7. Other Activities. Any Manager or Member may engage in other activities, including those of a nature which are the same as or similar to the business of the Company, without any duty or obligation to account to the Company in connection therewith.

ARTICLE VIII.

Fiscal Matters

8.1. Books and Records. Full and accurate books and records of the Company (including without limitation all information and records required by the Act) shall be maintained at its principal executive office showing all receipts and expenditures, assets and liabilities, profits and losses, and all other records necessary for recording the Company's business and affairs.

8.2. Fiscal Year. The fiscal year of the Company shall end on December 31 of each year.

8.3. Tax Status; Elections. Notwithstanding any provision hereof to the contrary, solely for purposes of the United States federal income tax laws, each of the Members hereby recognizes that the Company will be subject to all provisions of Subchapter K of Chapter 1 of Subtitle A of the Code; provided, however, the filing of U.S. Partnership Returns of Income shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members.

ARTICLE IX.

Term, Termination and Winding Up

9.1. Term. The term of the Company shall commence on the date of this Agreement and shall continue until terminated in accordance with the provisions hereof or as provided by law.

9.2. Events Causing Dissolution and Winding Up. The Company shall be dissolved and its affairs wound up: (a) upon the sale of all or substantially all of the assets of the Company and the distribution of the net proceeds therefrom; or (b) as may be otherwise provided by law. The Company shall be terminated when the winding up of Company affairs has been completed following dissolution. The transfer or assignment of all or any part of a Membership Interest if in accordance with the provisions of Article X shall not constitute a dissolution of the Company.

9.3. Winding Up Affairs on Dissolution. Upon dissolution of the Company, the Members or the other persons required or permitted by law to carry out the winding up of the affairs of the Company

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shall promptly notify all Members of such dissolution; shall wind up the affairs of the Company; shall prepare and file all instruments or documents required by law to be filed to reflect the dissolution of the Company; and, after paying or providing for the payment of all liabilities and obligations of the Company, shall distribute the assets of the Company as provided by the terms of this Agreement.

9.4. Distribution Upon Dissolution. Upon dissolution of the Company and the sale of its assets, the proceeds of such sale or the assets of the Company shall be allocated as set forth below:

- (a) To pay all outstanding liabilities and expenses of the Company;
- (b) To establish such reserves for unknown or contingent liabilities as the Managers may determine;
- (c) To each Member and holder of Financial Rights, an amount equal to his positive capital account balance as of the date of dissolution (after giving effect to the allocation of all Net Profits or Net Losses realized upon dissolution) or a pro rata portion thereof if the total assets to be distributed is less than the total capital account balance of the Company; and
- (d) Any remaining balance shall be distributed to the Members and holders of Financial Rights in proportion to their share of the total Financial Rights in the Company.

9.5. Waiver of Right to Partition and Decree of Dissolution. As a material inducement to each Member to execute this Agreement, each Member covenants and represents to each other Member that, during the existence of the Company, no Member, nor his heirs, representatives, successors, transferees or assigns, will attempt to make any partition of any Company assets whether now owned or hereafter acquired, and each Member waives all rights of partition provided by statute or principles of law or equity, including partition in kind or partition by sale. The Members agree that irreparable damage would be done to the goodwill and reputation of the Company if any Member should bring an action in a court to dissolve the Company. The Members agree that there are fair and just provisions for payment and liquidation of the interest of any Member, and fair and just provisions to prevent a Member from selling or otherwise alienating his interest in the Company. Accordingly, each Member hereby waives and renounces his right to such a court decree of dissolution or to seek the appointment by court of a liquidator or receiver for the Company.

ARTICLE X. General Provisions

10.1. Notices. All notices, consents, waivers, directions, requests, votes or other instruments or communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given three (3) business days after mailing if sent by registered or certified United States mail, postage prepaid, addressed:

- (a) in the case of the Company, to its principal executive address;
- (b) in the case of any Member, to the address set forth on Exhibit A; or to such address as any party may specify in writing to the other parties.

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10.2. Integration. This Agreement embodies the entire agreement and understanding among the Members and supersedes all prior agreements and understandings, if any, among and between the Members relating to the subject matter hereof.

10.3. Applicable Law. This Agreement and the rights of the Members shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee.

10.4. Savability. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

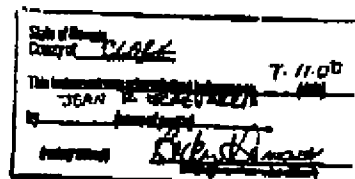
10.5. Binding Effect. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon, and inure to the benefit of, the Members and their respective heirs, executors, administrators, successors, transferees and assigns.

10.6. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural, and vice versa. Titles and Articles are for convenience only and neither limit nor amplify the provisions of this Agreement itself.

10.7. Amendment. This Agreement may be amended, modified or supplemented only by a writing executed by each of the Members. Unless a greater vote is required by this Agreement, the Company's Articles of Organization or the Act, a majority of the Membership Interests of all Members entitled to vote thereon shall be required to approve such an amendment. The Secretary shall revise Schedule A to reflect any action taken by the Members pursuant to this Section 12.7 or as needed to reflect other actions taken by the Members in accordance with this Agreement which have changed the information on Schedule A.

IN WITNESS WHEREOF, this Agreement is executed effective as of the date first set forth above.


Jean R. Echevarria



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**SCHEDULE A
TO
OPERATING AGREEMENT
of
The Mill at Lebanon, LLC**

Members

<u>Name and Address</u>	<u>Percentage Interest</u>	<u>Cash Contributed of Agreed Value of Other Property or Services Contributed</u>
Jean R. Echevarria 182 Jeri Drive Henderson, Nevada 89014	100%	100.00

Managers and Tax Matters Member

President:
Tax Matters Member:
Secretary:

Michael A. Echevarria
Michael A. Echevarria
Jean R. Echevarria

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**Assignment and Assumption of
Membership Interest**

**ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST
FROM
JEAN R. ECHEVARRIA
TO
JEAN R. ECHEVARRIA, TRUSTEE OF THE
JEAN R. ECHEVARRIA TRUST, DATED NOVEMBER 14, 1997**

THIS ASSIGNMENT, dated this 27 of June, 2001, is made and entered into by and between JEAN R. ECHEVARRIA ("Assignor") and JEAN R. ECHEVARRIA, Trustee of the JEAN R. ECHEVARRIA TRUST, dated November 14, 1997, ("Assignee"), with reference to the following facts:

WHEREAS, Assignor owns One Hundred Percent (100%) Membership Interest in THE MILL AT LEBANON, LLC ("LLC") which was formed pursuant to the Articles of Organization, dated May 24, 2000 (the "Articles"); and

WHEREAS, Assignor desires to assign for good and valuable consideration, all of her right, title, duties, obligations, and interest in and to a One Hundred Percent (100%) Membership Interest in the LLC to Assignee;

NOW, THEREFORE, in view of the foregoing facts Assignor assigns, transfers and conveys the Membership Interest to Assignee, and Assignee accepts all rights, title, duties, obligations and interest in and to the Interest.

This Assignment is made upon the following terms, covenants and conditions:

1. It is the intent of Assignor and Assignee that Assignee succeed to the Membership Interest as a Substituted Member, as such is defined in the Operating Agreement.
2. By its acceptance of the Membership Interest, Assignee hereby accepts, and agrees to be bound by, all of the terms and provisions of the Articles and Operating Agreement.
3. Assignor hereby warrants and represents for the reliance and benefit of Assignee and the Limited Liability Company, that Assignor is the owner of the Interest, and that Assignor has not previously sold, assigned, transferred, or encumbered the Membership Interest.

- 1 -

Jeffrey L. Barr & Associates
Attorneys at Law


4. The parties hereto represent and warrant for the reliance and benefit of the Limited Liability Company that this Assignment is made in accordance with all applicable laws and regulations and that Assignee meets all applicable investor suitability standards.

5. The parties hereto agree to execute and deliver such additional documents as may be necessary or appropriate to effectuate the provisions of the Articles and to consummate the assignment contemplated herein according to the terms and conditions hereof.

ASSIGNOR:



JEAN R. ECHEVARRIA

ASSIGNEE:


JEAN R. ECHEVARRIA, Trustee

CONSENT OF MEMBER

By executing this document, the Member of the Limited Liability Company expressly consent to the assignment of the Membership Interest from Assignor to Assignee, approve the form and content of this document, and acknowledge that Assignee is (as to the Interest) a substituted Member.


JEAN R. ECHEVARRIA

- 2 -

Jeffrey L. Barr & Associates
Attorneys at Law

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Shirley W. Langston
CLERK

ORDR
CARY COLT PAYNE, ESQ.
Nevada Bar #004357
CARY COLT PAYNE, CHTD.
700 South Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

Attorney for Respondent
MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the
Estate of JEAN RUTH ECHEVARRIA,
Adult Ward.

Case No.: G27262
Dept. No.: E
Date: 6/15/05
Time: 9:00 a.m.

ORDER

This matter having come on regularly for hearing the 15th day of June, 2005, in Department E of the above-entitled Court, pursuant to Respondent's Motion to Stay, Dismiss, or in the alternative, Application for Change of Venue pending Tennessee Matters, and Angel Echevarria's Opposition to Defendant's Motion to Stay, Dismiss, or in the alternative, Application for Change of Venue pending Tennessee Matters, and Respondent, MICHAEL ECHEVARRIA, having appeared by and through his attorney, Cary C. Payne, Esq., and Petitioner, ANGEL ECHEVARRIA, having appeared by and through his attorney, Elizabeth Brickfield, Esq. for Guardian, and Elyse M. Tyrell, Esq. as Guardian Ad Litem, and the Court having reviewed all pleadings and papers on file

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JUL 26 2005

COUNTY CLERK

CE100

CARY COLT PAYNE, CHTD.

700 South Eighth Street
Las Vegas, Nevada 89101
Tel: 702.383.9010 • Fax: 702.383.9049





1 herein, received said evidence and considered the same, being fully advised in said
2 premises and good cause appearing therefore,

3 **IT IS HEREBY ORDERED** that the motion to stay, dismiss, or in the alternative,
4 application for change of venue pending Tennessee matter and is granted, and the two
5 trial dates vacated.
6

7 **IT IS FURTHER ORDERED**, that the court shall allow a limited discovery so long
8 as it is not duplicative of the Tennessee proceedings.

9 DATED this 22nd day of June, 2005.


DISTRICT JUDGE Uw

11 PREPARED BY:
12 CARY COLT PAYNE, CHTD.

13 BY: 
14

15 Cary C. Payne, Esq.
16 Nevada Bar # 004357
17 700 South Eighth Street
18 Las Vegas, Nevada 89101
19 (702) 383-9010

20 Attorney for Respondent,
21 MICHAEL ECHEVARRIA
22
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Shirley B. Hargan
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1 NEOJ
2 CARY COLT PAYNE, ESQ.
3 Nevada Bar #004357
4 CARY COLT PAYNE, CHTD.
5 700 South Eighth Street
6 Las Vegas, Nevada 89101
7 (702) 383-9010

8 Attorney for Respondent
9 MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

10 In the Matter of the Guardianship of the)
11 Estate of JEAN RUTH ECHEVARRIA,)
12)
13)
14 Adult Ward.)
15)
16)

Case No.: G27262

Dept. No.: E

Date: 6/22/05

Time: 9:00 a.m.

NOTICE OF ENTRY OF ORDER

17 TO: ALL INTERESTED PARTIES

18 YOU, AND EACH OF YOU WILL PLEASE TAKE NOTICE that the attached

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21 //

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JUL 28 2005

COUNTY CLERK

CR100

CARY COLT PAYNE, CHTD.

700 South Eighth Street
Las Vegas, Nevada 89101
Tel: 702.383.9010 • Fax 702.383.9049



CARY COLT PAYNE, CHTD.

700 South Eighth Street
Las Vegas, Nevada 89101

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Order, was entered in this action on the 26thⁿ day of July, 2005.

DATED this 27th day of July, 2005.

CARY COLT PAYNE, CHTD.

CARY C. PAYNE, ESQ.
Nevada Bar #004357
700 South Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

Attorney for Petitioner
MICHAEL EHEVARRIA

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702.383.9010 • Fax 702.383.9049



CERTIFICATE OF MAILING

The undersigned employee of CARY COLT PAYNE, CHTD., hereby certifies that on the 27th day of July, 2005, a copy of the foregoing **NOTICE OF ENTRY OF ORDER** was served, by placing a copy in an envelope, postage fully prepaid, in the U.S. Mail, at Las Vegas, Nevada, said envelope addressed to:

Elyse M. Tyrell, Esq.
TRENT & ASSOCIATES
8367 West Flamingo, #100
Las Vegas, Nevada 89147

Elizabeth Brickfield, Esq.
LIONEL SAWYER & COLLINS
300 South Fourth Street, #1700
Las Vegas, Nevada 89128


Sherry L. Chavez
An employee of Cary Colt Payne, CHTD.

CARY COLT PAYNE, CHTD.

700 South Eighth Street
Las Vegas, Nevada 89101
Tel 702.383.9010 • Fax 702.383.9049



1 **ORDR**

2 CARY COLT PAYNE, ESQ.
3 Nevada Bar #004357
4 CARY COLT PAYNE, CHTD.
5 700 South Eighth Street
6 Las Vegas, Nevada 89101
7 (702) 383-9010

8 Attorney for Respondent
9 MICHAEL ECHEVARRIA

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 In the Matter of the Guardianship of the)
13 Estate of JEAN RUTH ECHEVARRIA,)
14 Adult Ward.)

Case No.: G27262

Dept. No.: E

Date: 6/15/05

Time: 9:00 a.m.

15 **ORDER**

16 This matter having come on regularly for hearing the 15th day of June, 2005, in
17 Department E of the above-entitled Court, pursuant to Respondent's Motion to Stay,
18 Dismiss, or in the alternative, Application for Change of Venue pending Tennessee
19 Matters, and Angel Echevarria's Opposition to Defendant's Motion to Stay, Dismiss, or
20 in the alternative, Application for Change of Venue pending Tennessee Matters, and
21 Respondent, MICHAEL ECHEVARRIA, having appeared by and through his attorney,
22 Cary C. Payne, Esq., and Petitioner, ANGEL ECHEVARRIA, having appeared by and
23 through his attorney, Elizabeth Brickfield, Esq. for Guardian, and Elyse M. Tyrell, Esq.
24 as Guardian Ad Litem, and the Court having reviewed all pleadings and papers on file
25
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Shirley P. [Signature]
CLERK

1 herein, received said evidence and considered the same, being fully advised in said
2 premises and good cause appearing therefore,

3 **IT IS HEREBY ORDERED** that the motion to stay, dismiss, or in the alternative,
4 application for change of venue pending Tennessee matter and is granted, and the two
5 trial dates vacated.
6

7 **IT IS FURTHER ORDERED**, that the court shall allow a limited discovery so long
8 as it is not duplicative of the Tennessee proceedings.

9 DATED this 22nd day of June, 2005.

STEVEN E. JONES

DISTRICT JUDGE

11 PREPARED BY:
12 CARY COLT PAYNE, CHTD.

13 BY: 
14

15 Cary C. Payne, Esq.
16 Nevada Bar # 004357
17 700 South Eighth Street
18 Las Vegas, Nevada 89101
19 (702) 383-9010

20 Attorney for Respondent,
21 MICHAEL ECHEVARRIA
22
23
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CARY COLT PAYNE, CHTD.

700 South Eighth Street
Las Vegas, Nevada 89101
Tel: 702.383.9010 • Fax 702.383.9049



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Shirley E. Sanchez
CLERK

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CARY COLT PAYNE, ESQ.

Nevada Bar #004357

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

(702) 383-9010

Attorney for Respondent

MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the
Estate of JEAN RUTH ECHEVARRIA,

Adult Ward.

ANGEL ECHEVARRIA, Guardian of the person
And Special Guardian of the Estate of JEAN
RUTH ECHEVARRIA and Trustee of the JEAN
RUTH ECHEVARRIA Trust id. 5/30/2000,

Petitioner,

vs.

MICHAEL ECHEVARRIA,

Respondent.

CASE NO.: G27262

DEPT. NO.: E

MICHAEL ECHEVARRIA'S RESPONSE TO
ANGEL ECHEVARRIA'S PETITION FOR PAYMENT, REIMBURSEMENT AND/OR
RESTITUTION AND ACCOUNTING PURSUANT TO NRS 159.305

TO: ANGEL ECHEVARRIA, Guardian;

TO: ELIZABETH BRICKFIELD, ESQ., Attorney for Guardian;

CARY COLT PAYNE, CHTD.

700 South Eighth Street
Las Vegas, Nevada 89101

Tel: 702.383.9010 • Fax 702.383.9049

RECEIVED

AUG 16 2005

COUNTY CLERK



CE100



COMES NOW, MICHAEL ECHEVARRIA by and through his attorney, Cary C. Payne, Esq. of the law office of CARY COLT PAYNE, CHTD., pursuant to the provisions of Nevada Rules of Civil Procedure, Respondent hereby responds to the Petitioner's petition for Payment, Reimbursement and/or Restitution and Accounting pursuant to NRS 159.305.

I. GENERAL RESPONSE

ANGEL without legal basis has filed a petition against MICHAEL in the State of Nevada, alleging misappropriation of "trust funds". The basis of the petition relates to MICHAEL'S operation of the Tennessee L.L.C. known as "The Mill at Lebanon".

ANGEL is also claiming that pursuant to NRS 159.305 and 159.315 she has the right to bring the instant petition in Nevada. The NRS was not in existence until 2003. The Lebanon was purchased in 2000, and thus the provision is inapplicable.

It is undisputed that MICHAEL does not reside in Nevada. The law is also clear that ANGEL must petition in Lebanon, Tennessee. Moreover, strictly speaking the statute is inapplicable, because ANGEL has not alleged MICHAEL stole from the ward, rather the allegation is MICHAEL converted trust funds.

II. SPECIFIC RESPONSE

A. As to Paragraphs 1, 17, 24, 26, and 34 Plaintiff/Respondent admits to allegations contained therein.

B. As to Paragraphs 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 16, 18, 22, 25, 27, 28, 29, 30, 31, 32, and 33 Plaintiff/Respondent specifically denies the allegations contained therein.



1 C. As to Paragraphs 10, 14, 15, 19, 20, 21 and 23 Plaintiff/Respondent is
2 without sufficient knowledge or information to form a belief as to the truth or falsity of the
3 specific factual allegations contained therein, and thereupon generally denies the same.
4

5 III. CONCLUSION

6 Wherefore MICHAEL request the Court deny the relief as requested and impose
7 attorney fees and costs for having to respond to the same.

8 DATED this 15th day of August, 2005.

9 CARY COLT PAYNE, CHTD.

10 

11 CARY COLT PAYNE, ESQ.
12 Nevada Bar #004357
13 700 South Eighth Street
14 Las Vegas, Nevada 89101
15 (702) 383-9010

16 Attorney for Respondent
17 MICHAEL ECHEVARRIA
18
19
20
21
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CERTIFICATE OF MAILING

I hereby certify that on the 15th day of August, 2005, I deposited for mailing a true and correct copy of the foregoing Michael Echevarria's Response to Angel Echevarria's Petition for Payment, Reimbursement and/or Restitution and Accounting pursuant to NRS 159.305 in the United States mail, postage prepaid thereon, addressed to the following:

John M. Naylor, Esq.
Elizabeth Brickfield, Esq.
LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, NV 89101


Sherry L. Chavez
An Employee of CARY COLT PAYNE, CHTD.

ORIGINAL

57

OBJ

ELIZABETH BRICKFIELD, ESQ.

Nevada State Bar No. 6236

LIONEL SAWYER & COLLINS

1700 Bank of America Plaza

300 South Fourth Street

Las Vegas, Nevada 89101

(702) 383-8888

Attorneys for Angel Echevarria

FILED

2005 OCT 19 P 2:49

[Signature]
CLERK

DISTRICT COURT, FAMILY COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the	)	Case No. G 27262
	)	Dept. No. C
Estate of JEAN RUTH ECHEVARRIA,)	
	)	Date of Hearing: August 25, 2005
Adult Ward	)	Time of Hearing: In Chambers
)	
)	

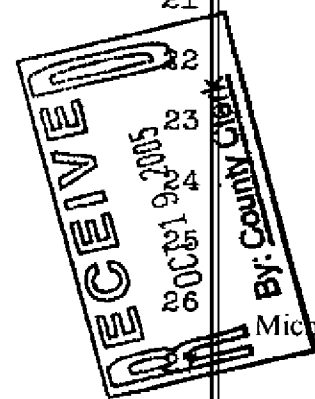
OBJECTION TO THE RECOMMENDATION OF THE GUARDIANSHIP
COMMISSIONER

Angel Echevarria, Special Guardian of the Estate of Jean R. Echevarria ("Special Guardian"), hereby objects to the portions of the Recommendations of the Guardianship Commissioner dated August 25, 2005, which recommend that the following sections of the budget for Jean R. Echevarria be released to Michael Echevarria:

- (1) Section No. 1 (Report Summary);
- (2) Section No. 2 (Income and Expenses Summary); and
- (3) Section No. 3 (Cash Receipts); and

that portions of the following section of the budget for Jean R. Echevarria be released to Michael Echevarria:

- (1) Section No. 8 (Estimated Monthly Expenses by Angel).



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& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
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CE102

1 The Special Guardian hereby objects to the release of any information relating to Jean
2 Echevarria's finances and specifically any information relating to the assets of her Trust or her
3 personal finances to Michael Echevarria as follows:

4
5 **A. This issue involves a matter of law and not a matter of fact.**

6 The material facts behind this Recommendation are undisputed. The Guardianship Court has
7 asked the Guardian ad Litem to advise the Court of Jean Echevarria's proposed budget. On January
8 10, 2005, the Guardianship Court (then Comm. J. Henry sitting pursuant to EDCR 5.93 and NRC
9 53(e)(4)) held that Michael Echevarria was to be prohibited any access to Jean Echevarria's financial
10 information. See Exhibit "1", Court order entered January 10, 2005.

11
12 This issue that is the subject of the Objection is the Guardianship Commissioner's
13 Recommendation that Michael Echevarria Jean's son, whom Jean has excluded from any management
14 of her financial affairs, who is not Jean's appointed fiduciary and who is being sued by Jean's
15 guardian for the mismanagement and conversion of more than one million dollars in Jean's assets,
16 is entitled to disclosure of certain portions of Jean's financial information. The information in
17 question consists of Jean's financial obligations, proposed monthly expenses, income and expense
18 disbursements.

19
20 As a matter of law, Angel contends that Nevada law prohibits the release of this information
21 since Jean has expressed her intent that Michael not be given this information and Nevada's public
22 policy directs that Jean's interests are served by respecting her expressed intent that the information
23 not be disclosed to Michael. As a matter of law, Angel contends that the doctrine of equitable
24 estoppel prohibits Michael from obtaining the information. As a matter of law, Angel contends that
25 because Jean has sued Michael for mismanagement and conversion of funds which Jean entrusted
26 to Michael, Jean has not placed the remainder of her financial affairs in question and Michael should
27
28

1 be denied access to Jean's information.

2 **B. The Jean R. Echevarria Trust is a Nevada Non Testamentary Trust. NRS**
3 **165.160 governs the rights of Settlor to limit the information provided to Others**
4 **and Jean has done so.**

5 Jean Echevarria created a nontestamentary trust to be governed by Nevada's law. Chapter
6 165 (Trustees' Accounting) of Nevada Revised Statutes provides the statutory structure for
7 accountings by non-testamentary trustees. NRS 165.160 (Power of settlor) reads in part

8 The provisions of this chapter shall have no application to nontestamentary trusts unless the
9 settlor shall expressly so declare in the instrument creating the trust.

10 Jean R. Echevarria is the Settlor and the only Income Beneficiary of her Trust during her
11 lifetime. Section 11.2 of the Trust entitled Accounting reads as follows:

12 Upon the written request delivered or mailed to the Trustee by an
13 **income beneficiary** [emphasis added] hereunder, the Trustee
14 shall render a written statement of the financial status of the Trust.
15 Such statement shall include the receipts and disbursements
16 of the Trust for the period requested or for the period transpired
17 since the last statement and the principal of the Trust at the end
18 of such period. Statements need not be rendered more frequently
19 than annually.

20 **1. Under Nevada law trusts are construed by the court to effectuate the**
21 **intent of the settlor.**

22 Jean Echevarria has clearly and repeatedly expressed her intent that her son, Michael
23 Echevarria, not be given access to her financial information. The January 10, 2005 court order
24 expressly finds that Jean Echevarria's privacy is to be respected.

25 Under Nevada law trusts are construed by the court to effectuate the intent of the settlor. See,
26 Hannam v. Brown, 114 Nev. 350, 357, 956 P.2d 794, 798 (1998) (emphasis added) ("[Nevada courts
27 have] historically construed trusts in a manner effecting the apparent intent of the settlor."); See Byrd
28 v. Lanahan, 105 Nev. 707, 710, 783 P.2d 426, 428 (1989) (emphasis added) (concluding it was the
clear intent of the testatrix "to revoke any tentative trusts inconsistent with her testamentary

1 directions."); Nicosia v. Turzyn, 97 Nev. 93, 624 P.2d 499 (1981) (emphasis added) (relying on "an
2 intent that the trust was intended to be irrevocable by the surviving spouse"); Ambrose v. First Natl.
3 Bank of Nevada, 87 Nev. 114, 119, 482 P.2d 828, 831 (1971) (emphasis added) (viewing a trust
4 provision with regard to whether the "settlor's intent would, perhaps, be frustrated" and with "regard
5 to all of the settlor's underlying motives" and her "overriding purpose").

6
7 Nevada law directs this Court to read and respect Jean Echevarria's clearly articulated
8 limitations on the right of anyone other than herself as income beneficiary to obtain information
9 about her Trust assets during her life. Since Michael could not obtain access to this information in
10 the Probate Court, he should not be able to circumvent Jean's clearly expressed intent and obtain
11 information about Jean's financial affairs against Jean's expressed intent and direction.

12
13 **2. Nevada courts have declined to extend the right to obtain information to**
14 **Trust beneficiaries beyond the reservations of rights which the Settlers have made.**

15 Having clearly and repeatedly stated her intent in the provisions of her trust that her
16 trustee not be accountable (and not disclose information) to anyone other than the Trust's income
17 beneficiary during her lifetime, this Court should respect Jean's clearly articulated wishes. See Riley
18 v. Rockwell 103 Nev. 698, 704, 747 P.2d. 903,907 (1987); remainder beneficiaries were not proper
19 parties to the action absent the death of their respective parents, referring to them as "mere incidental
20 beneficiaries of the Trust". (Children, to whom corpus of fractional land interest was to be
21 distributed after the death of their mother a beneficiary, lacked standing to maintain action against
22 trustees for alleged breach of fiduciary duty.)

23
24 Jean Echevarria has chosen to keep her financial affairs private. When Jean created and
25 funded her Trust, she chose to deny Michael Echevarria any role in the management of her trust
26 affairs. See Affidavit of Successor Trustee, attached hereto as Exhibit "2", demonstrating that Jean
27 Echevarria named Joseph "Reni" Martinez as successor trustee and not Michael Echevarria.
28

1 Her decision to do so should be respected and not set aside to provide Michael with access
2 to information Jean has not entitled him to have.

3 **3. This Court can manage and oversee Jean's affairs without providing**
4 **Michael with access to her financial information.**

5 Angel Echevarria has been appointed as Jean's Guardian and Elysc Tyrell, Esq., a respected
6 elder law attorney, is serving as Jean's Guardian ad Litem. In monitoring the use of Jean's assets, the
7 duly appointed fiduciaries are in place and subject to the Court's monitoring and oversight. Given
8 this oversight, it is the Court who has placed Angel and Elyse in the position of oversight of Angel's
9 assets. See In Re Sims 403 N.W. 2d 721 (Neb. 1987).

11 NRS 159.179 states the contents of an accounting by a guardian for a Ward's financial
12 affairs:

13 An account made and filed by a guardian of the estate or special guardian who is authorized
14 to manage the ward's property must include, without limitation, the following information:

- 15 (a) The period covered by the account.
- 16 (b) All cash receipts and disbursements during the period covered by the account.
- 17 (c) All claims filed and the action taken regarding the account.
- 18 (d) Any changes in the ward's property due to sales, exchanges, investments, acquisitions,
19 gifts, mortgages or other transactions which have increased, decreased or altered the ward's property
20 holdings as reported in the original inventory or the preceding account.
- 21 (e) Any other information the guardian considers necessary to show the condition of the
22 affairs of the ward.

23 The information allowed does not include a prospective budget. The legislature has not
24 provided for access to other information for other persons and has limited the information to an
25 annual accounting. Since neither the Ward nor her selected fiduciaries are seeking information and
26 the requested information is beyond the scope of the access provided by statute, this Court should
27 deny Michael the requested information.

28 **4. This is not a fishing expedition for Jean's financial information. Michael**
comes before this Court with unclean hands and this Court should deny his access.

As this Court knows, this guardianship came into effect solely because Michael Echevarria

1 sought to prevent the sale of the Trust's real property. When that effort failed, Michael only came
2 before this Court in response to Angel's efforts on behalf of Jean's estate and Trust to recover the
3 he more than one million dollars he improperly stripped from her Trust and Estate.

4 This Court should see Michael's request for what it is: an unsupported fishing expedition and
5 offensive litigation tactic whose sole purpose is to harass Jean and Angel and dissuade Angel from
6 pursuing the recovery of Jean's assets which were converted or misused by Michael Echevarria.

7 Jean Echevarria prepared estate planning documents whose purpose, in part, was to avoid
8 having her affairs become public record. She specifically excluded her son Michael from any
9 participation in her affairs based, in large part, on his mismanagement of her funds and the division
10 he created within her family.

11 Jean's private affairs came into the public jurisdiction solely as a result of Michael's actions.
12 Michael petitioned this Court to impose himself as Jean's guardian solely to control and block the
13 purported sale of Jean's interest in The Mills at Lebanon, LLC. When he petitioned this Court,
14 Michael not only failed to reveal to this Court that Angel was Jean's appointed fiduciary, he failed
15 to disclose that the sale was blocked by Tennessee court at Michael's request and that he was
16 claiming an ownership interest in the funds. Michael failed to disclose the sordid waste of his
17 mother's assets under his management.

18 The Nevada Supreme Court has held that "equitable estoppel operates to prevent the assertion
19 of legal rights that in equity and good conscience should be unavailable because of a party's
20 conduct." United Brotherhood v. Dahnke, 102 Nev. 20, 20 (1986). Here is apparent that Michael's
21 conduct has resulted in damages to Jean and that her fiduciary is acting to recover these assets. It is
22 also apparent that Michael's actions here and in Tennessee has subjected Jean to expensive and
23 continuing legal expenses in three states. Since Michael's conduct is the sole cause of this
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1 guardianship, he is equitably estopped from the assertion of any rights he might otherwise claim to
2 have to seek Jean's financial information under the guardianship statutes.

3 Michael is simply seeking to discover information that he could not have access to but for
4 this guardianship that he instigated without cause. Discovery is not a fishing expedition. The Nevada
5 Supreme Court has made clear that Nevada's law does not provide a litigant unfettered access into
6 the affairs of an opposing party. Schlatter v. Eighth Judicial District Court, 93 Nev. 189, 561 P.2d
7 1342 (1977) Simply put, since Jean has been forced to seek legal recourse to recover her assets, this
8 mere fact does not allow Michael the ability to inquire and know the very information she has chosen
9 to conceal from him.
10

11
12 CONCLUSION

13 For all of the reasons stated above, Angel respectfully objects to the report.

14 Dated this 19 day of October, 2005.

15
16 LIONEL SAWYER & COLLINS

17 By [Signature]
18 ELIZABETH BRICKFIELD, ESQ.
19 Nevada Bar No. 6236
20 LIONEL SAWYER & COLLINS
21 1700 Bank of America Plaza
22 300 South Fourth Street
23 Las Vegas, Nevada 89101
24 Attorneys for Angel Echevarria
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CERTIFICATE OF SERVICE

I hereby certify that on the 19 day of October, 2005, service of the foregoing OPPOSITION TO THE RECOMMENDATION OF THE GUARDIANSHIP COMMISSIONER was made by facsimile and by depositing a copy in the United States Mail, postage prepaid, addressed to the following:

Elyse M. Tyrell, Esq.
8367 West Flamingo, #100
Las Vegas, NV 89147

Cary Colt Payne, Esq.
700 South Eighth Street
Las Vegas, NV 89101


ERIN SALVADOR, An Employee of
LIONEL SAWYER & COLLINS

EXHIBIT "1"

1 **ORDG**

2 **MARK A. SOLOMON, ESQ.**

3 Nevada State Bar No. 0418

4 **ELIZABETH BRICKFIELD, ESQ.**

5 Nevada State Bar No. 6236

6 **LIONEL SAWYER & COLLINS**

7 1700 Bank of America Plaza

8 300 South Fourth Street

9 Las Vegas, Nevada 89101

10 (702) 383-8888

11 Attorneys for Angel Echevarria

FILED

JAN 7 4 20 PM '05

FILED
JAN 10 2005
A.M. 3:00 P.M.
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO, TN

12 **DISTRICT COURT, FAMILY COURT**
13 **CLARK COUNTY, NEVADA**

14 In the Matter of the Guardianship of the) Case No. G 27262
15) Dept. No. E
16 Estate of JEAN RUTH ECHEVARRIA,)
17) Date of Hearing: January 5, 2005
18 Adult Ward) Time of Hearing: 9:00 a.m.
19)
20)

21 **ORDER APPOINTING ANGEL ECHEVARRIA AS GENERAL GUARDIAN OF THE**
22 **PERSON OF JEAN RUTH ECHEVARRIA AND SPECIAL GUARDIAN OF THE ESTATE**
23 **OF JEAN RUTH ECHEVARRIA; ORDER ASSUMING JURISDICTION OF THE JEAN**
24 **RUTH ECHEVARRIA TRUST; ORDER DIRECTING THE SALE OF AN ASSET OF THE**
25 **MILLS AT LEBANON, LLC; ORDER ASSESSING THE FEES OF ELYSE TYRELL, ESQ.;**
26 **ORDER APPOINTING ELYSE TYRELL AS GUARDIAN AD LITEM.**

27 The Petition of Michael Echevarria and Nevada Fiduciary Services to be appointed as
28 General Guardian of the Estate of Jean Ruth Echevarria and the Opposition of Angel Echevarria to
Michael Echevarria's Petition and her Counter-Petition to be Named Guardian or Alternatively to
dismiss the proceedings came before the Court.

Present at the hearing were JEAN RUTH ECHEVARRIA, ANGEL ECHEVARRIA, JEAN
RUTH ECHEVARRIA's daughter and her counsel of record, ELIZABETH BRICKFIELD, ESQ. of
the law firm of LIONEL SAWYER & COLLINS, KIM BOYER, ESQ. of the law firm of BOLICK
BOYER & GOODSSELL, on behalf of MICHAEL ECHEVARRIA and NEVADA FIDUCIARY

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
700 BANK OF AMERICA PLAZA
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LAS VEGAS,
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1 SERVICES, who were not present and ELYSE TYRELL, ESQ. of the law firm of PATRICIA
2 TRENT & ASSOCIATES, the investigator appointed by stipulation of the parties.

3 The Court, having considered the pleadings, heard the arguments of Counsel and having
4 interviewed JEAN RUTH ECHEVARRIA in camera made the following findings and orders.

5 The Court finds that JEAN RUTH ECHEVARRIA executed a valid estate plan, including
6 the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust, a Durable Power of Attorney, a Durable
7 Power of Attorney for Health Care and a Nomination of Guardian of her Person under her Last Will
8 and Testament.

9 The Court finds that JEAN RUTH ECHEVARRIA designated ANGEL ECHEVARRIA to
10 serve as Successor Trustee of the JEAN RUTH ECHEVARRIA TRUST; to serve as JEAN RUTH
11 ECHEVARRIA's agent for health care and all general purposes; to serve as Guardian of her Person
12 if necessary and that these designations are valid and in effect.

13 The Court finds that it has jurisdiction of the JEAN RUTH ECHEVARRIA TRUST as a
14 Nevada Trust and that ANGEL ECHEVARRIA is confirmed as successor trustee of the Trust:

15 The Court finds that one hundred percent of the membership interests of the Mill at Lebanon,
16 LLC is owned by the JEAN RUTH ECHEVARRIA TRUST;

17 The Court finds that JEAN RUTH ECHEVARRIA knows and understands the financial
18 conditions that make it in her best interest that the real property which is an asset of the Mills at
19 Lebanon, LLC be sold, as she has invested hundreds of thousands of dollars in the property; the
20 property is in poor condition and would require the replacement of the roof; the property is in
21 foreclosure and back taxes are owing;

22 The Court finds that it has general jurisdiction over the person of MICHAEL ECHEVARRIA
23 in that he submitted to this Court's jurisdiction by coming before this Court to seek his appointment
24

1 as Temporary and General Guardian of the Estate of JEAN RUTH ECHEVARRIA and placing the
2 issue of the sale of the real property owned by the Mills at Lebanon, LLC before this Court and that
3 any claims he is asserting against the Mills at Lebanon, LLC are claims that are properly before this
4 Court in this proceeding as one hundred percent of the membership interest in the Mills at Lebanon,
5 LLC is an asset of the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust;
6

7 The Court respectfully offers its suggestion to the Tennessee Court that in the name of
8 judicial economy and efficiency the Guardianship Court of the Eighth Judicial District Court, Clark
9 County, Nevada having all parties and the issues before it is the more appropriate forum for the
10 resolution of all issues relating to any claims being made by MICHAEL ECHEVARRIA that he has
11 an interest as a creditor of the Mills at Lebanon, LLC;
12

13 The Court respectfully notifies the Tennessee Court that the Guardianship Court of the Eighth
14 Judicial District Court, Clark County, Nevada is prepared to hold the proceeds from the sale of the
15 Mills at Lebanon, LLC real property in escrow pending resolution by the Guardianship Court of any
16 claims of MICHAEL ECHEVARRIA against such assets;
17

18 The Court finds that the privacy of JEAN RUTH ECHEVARRIA is to be respected and that
19 her financial affairs and estate planning documents are to remain protected and private;

20 The Court finds that pursuant to NRS 159.046(4) that MICHAEL ECHEVARRIA
21 unnecessarily or unreasonably caused the appointment of ELYSE TYRELL to investigate this matter
22 and is therefore liable for eighty-five percent of the expenses associated with the investigation.
23

24 GOOD CAUSE appearing;

25 IT IS HEREBY ORDERED that ANGEL ECHEVARRIA is appointed as Special Guardian
26 of the Estate of JEAN RUTH ECHEVARRIA with the authority to act in accordance with the
27 provisions of NRS 159.083 and to serve as such without bond;
28

1 IT IS FURTHER ORDERED that ANGEL ECHEVARRIA is appointed as General Guardian
2 of the Person of JEAN RUTH ECHEVARRIA;

3 IT IS FURTHER ORDERED that the Guardianship Court of the Eighth Judicial District
4 Court of the State of Nevada assumes jurisdiction over the Jean R. Echevarria Trust dated May 30,
5 2000, as a proceeding in rem;

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA
7 is confirmed as Trustee of the Jean R. Echevarria Trust dated May 30, 2000;

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the sale of the assets of
9 the Mills at Lebanon, LLC shall proceed as being in the Ward's best interests;

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA,
11 as successor trustee of the Jean R. Echevarria Trust shall execute all documents to complete the sale
12 of the real property held as an asset of the Mills at Lebanon, LLC;

13 IT IS FURTHER ORDERED ADJUDGED AND DECREED that Michael Echevarria shall
14 not interfere with the sale of the real property held as an asset of the Mills at Lebanon, LLC;

15 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ANGEL ECHEVARRIA
16 shall provide the Guardianship Court with a copy of all estate planning documents for JEAN
17 ECHEVARRIA and that such documents shall be reviewed by the Court in camera and kept
18 confidential;

19 IT IS FURTHER ORDERED ADJUDGED AND DECREED that any financial records,
20 documents, bank statements or copies of such obtained by MICHAEL ECHEVARRIA through
21 subpoena duces tecum or other discovery method shall be deemed subject to a protective order and
22 the discovery shall not be had by him or his counsel. If any such documents have been provided to
23 MICHAEL ECHEVARRIA or his counsel such documents and any copies shall be turned over to
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1 ELIZABETH BRICKFIELD, ESQ. and shall not be released to MICHAEL ECHEVARRIA;

2 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ELYSE TYRELL, ESQ.
3 shall be appointed as Guardian ad Litem in this matter;

4 IT IS FURTHER ORDERED ADJUDGED AND DECREED that eighty five percent of the
5 fees attributable to the services of ELYSE TYRELL, ESQ. as investigator in this matter shall be
6 paid by MICHAEL ECHEVARRIA and fifteen percent of the fees shall be paid from the assets of
7 JEAN RUTH ECHEVARRIA; and

8
9 IT IS FURTHER ORDERED ADJUDGED AND DECREED that MICHAEL
10 ECHEVARRIA take no action or make any request to any Court, including the Chancery Court of
11 Wilson County, Tennessee at Lebanon in Civil Action No.:04-418, known as Michael A.
12 Echevarria, Plaintiff v. The Mills at Lebanon, LLC, to prevent or stay the payment of the proceeds
13 of such sale to any person, Court or entity other than Angel Echevarria, successor trustee of the Jean
14 R. Echevarria Trust dated May 30, 2000.

15
16 Dated this 7 day of January, 2005.

17
18 
DISTRICT COURT JUDGE

19 FOR STEVEN E. JONES

20 Submitted by:

21 LIONEL SAWYER & COLLINS

22 By Mark A. Solomon
23 MARK A. SOLOMON, ESQ.
24 ELIZABETH BRICKFIELD, ESQ.
25 300 South Fourth Street
26 Las Vegas, Nevada 89101
27 Attorneys for Angel Echevarria
28

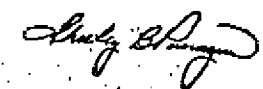

JAN. 07. 2005
CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY OF
THE ORIGINAL OR ELECTRONICALLY
FILED DOCUMENT ON FILE

EXHIBIT "2"

Prepared By:
Jeffrey L. Burr & Associates
4455 S. Pecos
Las Vegas, Nevada 89121

When Recorded, Mail to:
Jeffrey L. Burr & Associates
4455 S. Pecos
Las Vegas, Nevada 89121

AFFIDAVIT OF SUCCESSOR TRUSTEE

STATE OF NEVADA)
) SS:
COUNTY OF CLARK)

ANGEL L. ECHEVARRIA, being first duly sworn, deposes and says as follows:

1. That JEAN R. ECHEVARRIA created the "JEAN R. ECHEVARRIA TRUST" dated May 30, 2000, and amended on June 14, 2001, wherein JEAN R. ECHEVARRIA was designated as the original Trustor of the trust.

2. That on November 11, 2004, JEAN R. ECHEVARRIA was deemed legally incapacitated by two licensed physicians. Copies of the Physician's certifications of incapacity are attached hereto as Exhibits "1" and "2".

3. That JOSEPH "RENT" MARTINEZ. is named in the trust instrument to act as the Successor Trustee of the Trust. JOSEPH "RENT" MARTINEZ has declined to serve as Successor Trustee, and has signed a Declination which is attached hereto as Exhibit "3".

4. That ANGEL L. ECHEVARRIA hereby files this Affidavit and accepts the office of the Successor Trustee of the "JEAN R. ECHEVARRIA TRUST" dated May 30, 2000.


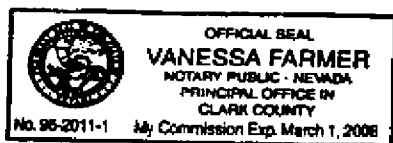
5. No real property was conveyed to the "JEAN R. ECHEVARRIA TRUST" dated May 30, 2000.

Dated: 11-30-04



ANGEL L. ECHEVARRIA, Successor Trustee

SUBSCRIBED and SWORN to before me
this 30 day of November, 2004.


NOTARY PUBLIC

DECLINATION OF SUCCESSOR TRUSTEE

The undersigned, having been designated to serve as a Successor Trustee of the "JEAN R. ECHEVARRIA TRUST" dated May 30, 2000, hereby declines to serve as a Successor Trustee of the "JEAN R. ECHEVARRIA TRUST", dated May 30, 2000.

DATED: November 28, 2004


JOSEPH "BEN" MARTINEZ
ANTONIO

ORIGINAL

FILED

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Linda S. Rodriguez
CLERK

NOTC
ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
8367 W. Flamingo, Suite 100
Las Vegas, Nevada 89147
(702) 382-2210
Guardian Ad Litem for the
Adult Ward

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) FAMILY COURT
JEAN RUTH ECHEVARRIA, an Adult Ward.) DEPARTMENT C

NOTICE OF HEARING OF PETITION FOR ORDER REQUIRING WARD'S TRUST
TO SATISFY FEES AND COSTS OF GUARDIAN AD LITEM

Date of Hearing: 11/09/05
Time of Hearing: 10:00 a.m.

NOTICE IS HEREBY GIVEN to all persons interested in the
guardianship of the person and estate of the above-named adult
ward, that Wednesday, the 9th day of November, 2005, at the hour of
10:00 a.m., in the Family Court and Service Center in Department C,
which is located at 601 N. Pecos, Las Vegas, Nevada, 89101, is
hereby set as the time and place by the court for the hearing on
the Petition for Order Requiring Ward's Trust to Satisfy Fees and
Costs of Guardian Ad Litem, filed by ELYSE M. TYRELL, ESQ., at
which time all persons interested in said matter are notified then
and there to appear and show cause, if any they have, why said
petition should not be granted.

Reference is hereby made to said petition, on file herein, for

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~~CLERK'S OFFICE~~

1

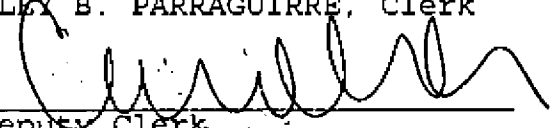
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1 further particulars.

2 YOU DO NOT NEED TO APPEAR UNLESS YOU WISH TO FILE AN
3 OBJECTION.

4 DATED this 27 day of October, 2005.

5 SHIRLEY B. PARRAGUIRRE, Clerk

6 By: 
7 Deputy Clerk

8 CAROL CRITCHETT

9 TRENT, TYRELL & ASSOCIATES

10 
11 ELYSE M. TYRELL, ESQ.
12 8367 W. Flamingo, Suite 100
13 Las Vegas, Nevada 89147

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Shirley W. Ruyter
CLERK

PET
ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
8367 W. Flamingo Rd., Ste. 100
Las Vegas, Nevada 89101
(702) 382-2210
Guardian Ad Litem for the
Adult Ward

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship	)	CASE NO. G 27262
of the person and estate of	)	Family Court
JEAN RUTH ECHEVARRIA, an Adult	)	Department C
Ward.)	

PETITION FOR ORDER REQUIRING WARD'S TRUST TO SATISFY ATTORNEY'S
FEES AND COSTS OF GUARDIAN AD LITEM

Date of Hearing: 11/09/05
Time of Hearing: 10:00 a.m.

COMES NOW, ELYSE M. TYRELL, ESQ., of the law firm of TRENT,
TYRELL & ASSOCIATES, whose Petition respectfully represents the
following to this Honorable Court:

1. ELYSE M. TYRELL, ESQ., is a duly licensed, qualified and
practicing attorney within Clark County, Nevada. Petitioner is the
Guardian Ad Litem for the above-named adult ward.

2. ELYSE M. TYRELL, ESQ., has rendered extensive services on
behalf of the ward which are outlined on Exhibit "1" which is attached
hereto and incorporated herein by reference.

3. In light of the foregoing, ELYSE M. TYRELL, ESQ. would
request that the Successor Trustee of the ward's trust be directed to
satisfy the sum of \$7,911.63 to the law firm of Trent, Tyrell &
Associates as and for its fees and costs in connection with this
estate matter.

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1 WHEREFORE, Petitioner prays as follows:

2 1. That this Honorable Court enter its Order directing the
3 Successor Trustee of the ward's trust to pay the total sum of
4 \$7,911.63 to the law firm of Trent, Tyrell & Associates.

5 2. For such other and further relief as to the court may
6 deem just and proper in the premises.

7 WHEREFORE, Petitioner prays as follows:

8 1. That the court enter its order directing the Successor
9 Trustee to pay the sum of \$7,911.63 to the law firm of Trent, Tyrell
10 & Associates as and for payment of its fees and costs in connection
11 with this guardianship matter.

12 2. For such other and further relief as to the court may deem
13 just and proper in the premises.

14 TRENT, TYRELL & ASSOCIATES

15 

16 ELYSE M. TYRELL, ESQ.
17 8367 W. Flamingo #100
18 Las Vegas, NV 89147
19 Guardian Ad Litem
20
21
22
23
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27
28

Trent, Tyrell & Associates
Attorneys at Law
8367 W. Flamingo Road, Suite 100
Las Vegas, NV 89147

(702) 382-2210

(702) 382-9242 (fax)

Jean Echevarria
c/o Elizabeth Brickfield, Esq.
300 South Fourth Street, #1700
Las Vegas, NV 89101

Matter: Jean Echevarria
Statement Date: 10/26/2005
Amount Due: \$7,911.63

Fees						
Date	Billor	Description	Code	Hours	Amount	
12/8/2004	EMT	Court appearance; discuss file w/counsel and family		1.00	\$350.00	
12/11/2004	EMT	Review information and documentation		2.00	\$700.00	
12/12/2004	EMT	Review information and documentation		2.00	\$700.00	
12/13/2004	EMT	p/c w/Elizabeth Brickfield, Esq.		0.10	\$35.00	
12/14/2004	EMT	p/c w/David Houston, Esq. (2); fax to Kim Boyer, Esq.; fax to Elizabeth Brickfield, Esq.; p/c w/Kim Boyer, Esq.		1.10	\$385.00	
12/15/2004	EMT	p/c w/Elizabeth Brickfield, Esq.; review fax from Elizabeth Brickfield, Esq.; fax to Elizabeth Brickfield, Esq.		0.25	\$87.50	
12/18/2004	EMT	Review information and documentation		0.45	\$157.50	
12/20/2004	EMT	Review fax from Michael Echevarria		0.10	\$35.00	
12/21/2004	EMT	p/c w/Michael Echevarria; p/c w/Elizabeth Brickfield, Esq.; left message for Darius Baghai, Esq. (no charge)		0.40	\$140.00	
12/22/2004	EMT	Review fax from Michael Echevarria; fax to Elizabeth Brickfield, Esq.; p/c w/Darius Baghai, Esq.		0.45	\$157.50	
12/23/2004	EMT	Letter to counsel		0.70	\$245.00	
12/27/2004	EMT	Review Supplement to Opposition filed by Elizabeth Brickfield		0.10	\$35.00	
1/3/2005	EMT	p/c w/Michael; p/c w/Elizabeth Brickfield		0.40	\$140.00	
1/4/2005	CJ	p/c w/Michael; fax to Michael		0.60	\$84.00	
1/4/2005	EMT	p/c w/Kim Boyer; p/c w/Elizabeth Brickfield		0.25	\$87.50	
1/5/2005	EMT	Court appearance		2.00	\$700.00	
1/5/2005	LLR	Faxes to Elizabeth Brickfield and Kim Boyer		0.50	\$87.50	
1/6/2005	EMT	Faxes to Kim Boyer and Elizabeth Brickfield		0.50	\$175.00	
1/7/2005	EMT	p/c w/ Kim Boyer; p/c w/Elizabeth Brickfield		0.40	\$140.00	
1/10/2005	EMT	Review fax from Elizabeth Brickfield to the Guardianship Commissioner		0.20	\$70.00	
1/19/2005	EMT	Review letter		0.10	\$35.00	
1/31/2005	EMT	Fax to Elizabeth Brickfield and Kim Boyer		0.50	\$175.00	
2/1/2005	CJ	p/c w/Michael Echevarria		0.25	\$35.00	
2/7/2005	CJ	Fax to Elizabeth Brickfield and Kim Boyer		0.50	\$70.00	
2/10/2005	EMT	Review Notice of Withdrawal filed by Kim Boyer		0.20	\$70.00	
2/11/2005	CJ	Fax to Elizabeth Brickfield and Kim Boyer; draft additional faxes to Ms. Brickfield and Ms. Boyer;		0.60	\$84.00	

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
2/15/2005	CJ	(Continued...) fax to Michael Echevarria		0.40	\$56.00
2/15/2005	EMT	Letter to Michael Echevarria		0.20	\$70.00
3/18/2005	LLR	Review and approve letter		2.50	\$437.50
		Review file; research; discussion w/Elyse Tyrell (no charge for Ms. Tyrell's time); draft Petition for Payment of Fees; draft setting pleadings			
3/18/2005	EMT	Review and approve draft of petition; approve setting pleadings		0.50	\$175.00
3/30/2005	EMT	Review petition to borrow funds		0.10	\$35.00
4/7/2005	LLR	Fax to Elizabeth Brickfield		0.25	\$43.75
4/7/2005	EMT	Review and sign fax		0.10	\$35.00
4/15/2005	EMT	Review fax from Cary Payne		0.10	\$35.00
4/20/2005	EMT	Left message for Elizabeth Brickfield (no charge)			\$0.00
4/21/2005	LLR	Fax to Elizabeth Brickfield		0.25	\$43.75
4/21/2005	EMT	Discuss file w/Elizabeth Brickfield; review and sign fax		0.20	\$70.00
4/24/2005	EMT	Review fax from Cary; fax to client; left message for Sharon Jaster (no charge)		0.40	\$140.00
4/26/2005	EMT	p/c w/Cary Payne		0.10	\$35.00
4/26/2005	EMT	p/c w/Cary Payne; review file		0.20	\$70.00
4/27/2005	CJ	Discuss file w/EMT; revised fax to Cary Payne		0.45	\$63.00
5/3/2005	EMT	p/c w/Meridith; p/c w/Cary Payne		0.20	\$70.00
5/3/2005	EMT	Review fax from Cary Payne		0.10	\$35.00
5/4/2005	EMT	Court appearance		0.50	\$175.00
5/5/2005	EMT	Review package from Elizabeth Brickfield; p/c w/Sharon Jaster; left message for Sharon (no charge)		0.50	\$175.00
5/9/2005	EMT	p/c w/Michael; review email from Michael		0.45	\$157.50
5/9/2005	EMT	p/c w/Sharon; review bank statement; p/c w/Elizabeth		0.75	\$262.50
5/11/2005	EMT	Review fax from Elizabeth; meeting w/Commissioner		1.50	\$525.00
5/12/2005	EMT	Review new statements		0.50	\$175.00
5/16/2005	EMT	p/c w/Sharon Jaster		0.10	\$35.00
5/17/2005	EMT	Left message for Elizabeth (no charge); read and respond to email from Michael		0.10	\$35.00
5/18/2005	EMT	Read and respond to email from Elizabeth		0.10	\$35.00
5/20/2005	CJ	p/c w/Angel		0.10	\$14.00
5/23/2005	EMT	Read and respond to email from Michael		0.10	\$35.00
5/31/2005	EMT	Review letter from Elizabeth; p/c w/Angel		0.25	\$87.50
6/1/2005	EMT	Review fax from Cary; left message from Cary (no charge); p/c w/Cary		0.40	\$140.00
6/3/2005	EMT	Left message from Sharon (no charge)			\$0.00
6/6/2005	EMT	p/c w/Sharon		0.10	\$35.00
6/8/2005	EMT	Discussed file w/Elizabeth		0.10	\$35.00
6/9/2005	EMT	Left message for Sharon (no charge)			\$0.00
6/16/2005	EMT	Left message for Cary (no charge)			\$0.00
6/17/2005	EMT	p/c w/Cary		0.10	\$35.00
6/21/2005	EMT	p/c w/Richardo		0.10	\$35.00
6/22/2005	EMT	Court appearance		1.00	\$350.00
6/23/2005	EMT	Review fax from Elizabeth; p/c w/Marc		0.20	\$70.00
7/12/2005	EMT	Review Tennessee attorney's correspondence		0.10	\$35.00
7/13/2005	EMT	p/c w/Mark's office		0.10	\$35.00
7/27/2005	EMT	p/c w/Cary		0.10	\$35.00
8/1/2005	EMT	p/c w/Commissioner's office		0.10	\$35.00
8/5/2005	CJ	p/c w/Commissioner's office		0.20	\$28.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
8/9/2005	CJ	p/c w/Michael		0.20	\$28.00
8/11/2005	EMT	p/c w/Michael; p/c w/Commissioner's office		0.45	\$157.50
8/15/2005	EMT	Review neo; review letter from Elizabeth to Cary		0.10	\$35.00
8/17/2005	EMT	Review email letter and California complaint		0.40	\$140.00
8/23/2005	EMT	p/c w/Sharon Jaster		0.20	\$70.00
8/25/2005	EMT	Meeting w/Commissioner Norheim		1.00	\$350.00
8/28/2005	EMT	Review e-mail from Michael		0.10	\$35.00
9/2/2005	EMT	Review e-mail from Michael; respond		0.20	\$70.00
9/12/2005	EMT	Review Notice of Taking Deposition		0.10	\$35.00
9/22/2005	EMT	Review Amended Notice of Taking Deposition		0.10	\$35.00
9/23/2005	LLR	Discussion w/Elyse Tyrell (no charge for Ms. Tyrell's time); organize file into euro file; fax to Elizabeth Brickfield		1.00	\$175.00
9/23/2005	EMT	Review fax		0.10	\$35.00
9/26/2005	EMT	Read and respond to email from Michael		0.10	\$35.00
9/29/2005	EMT	Review court minutes; fax to Cary; fax to Elizabeth		0.20	\$70.00
10/6/2005	CJ	Fax to Elizabeth		0.25	\$35.00
10/7/2005	EMT	Review and sign fax		0.10	\$35.00
10/18/2005	CJ	Fax to Elizabeth		0.25	\$35.00
10/19/2005	EMT	Message from Elizabeth (no charge)			\$0.00
10/20/2005	LLR	p/c w/Elizabeth's office; p/c w/Elizabeth		0.45	\$78.75
10/25/2005	EMT	p/c w/Cary; review objection; review second amended notice		0.20	\$70.00
SUBTOTAL:				34.75	\$10,498.25

Expenses

Date	Billor	Description	Code	Amount
1/6/2005	LLR	Copying costs to date		\$55.40
3/18/2005	LLR	Copying costs from 1/7/05 to date		\$49.80
3/18/2005	LLR	Postage costs		\$10.80
3/25/2005		Postage		\$2.40
4/8/2005		Postage		\$1.48
5/31/2005	LLR	Bounced check charges		\$25.00
5/31/2005	LLR	Debit, Angel Echevarria, bounced check		\$2,000.00
9/23/2005	LLR	Euro file costs		\$18.50
SUBTOTAL:				\$2,163.38

Payments

Date	Description	Code	Amount
5/24/2005	Payment received		(\$2,000.00)
5/25/2005	Fees paid		(\$750.00)
6/2/2005	Angel Echevarria, re-deposit of bounced check		(\$2,000.00)
SUBTOTAL:			\$4,750.00

Bill Summary

Previous Balance	\$0.00
Current Fees	\$10,498.25
Current Expenses	\$2,163.38
Current Other:	\$0.00
Current Payments	(\$4,750.00)
Total Amount Due	\$7,911.63

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Shirley A. Langan
CLERK

AFFOM
ELYSE M. TYRELL, ESQ..
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
8367 W. Flamingo #100
Las Vegas, Nevada 89147
(702) 382-2210
Guardian Ad Litem for the
Adult Ward

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) Case No.: G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult) Department C
Ward.)

AFFIDAVIT OF MAILING

Date of Hearing: 11/09/05
Time of Hearing: 10:00 a.m.

STATE OF NEVADA)
COUNTY OF CLARK) ss:

LAURA L. ROHDE, being first duly sworn according to law,
deposes and says:

On the 27th day of October, 2005, I personally placed in
envelopes, postage fully prepaid, first class postage thereon,
copies of the Petition for Order Requiring Ward's Trust to Satisfy
Fees and Costs of Guardian Ad Litem, along with a copy of the
Notice, addressed to the persons whose names and addresses are set
forth on Exhibit "1" which is attached hereto and incorporated
herein by reference, and deposited the same in the Post Office at
Las Vegas, Nevada.


There is a regular communication by mail between the Post

By: County Clerk


OCT 31 2005

28

1 Office at Las Vegas, Nevada, and the addresses to which the above-
2 referenced documentation was mailed.

3
4 
5 LAURA L. ROHDE

6
7
8 SUBSCRIBED and SWORN to before me
9 this 27th day of October, 2005.

10 
11 NOTARY PUBLIC in and for said
12 County and State

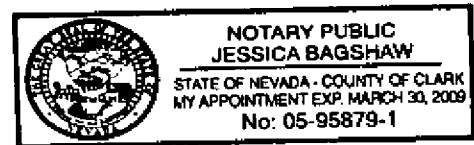


EXHIBIT "1"

1
2 Michael Echevarria
3 300 N. Maple Street
4 Lebanon, TN 37087
5
6 Elizabeth Brickfield, Esq.
7 300 S. Fourth Street #1700
8 Las Vegas, NV 89101
9
10 Jean Ruth Echevarria
11 Angel Echevarria
12 Ana Echevarria
13 Anthony Echevarria
14 12 Desert Highland Drive
15 Henderson, NV 89052
16
17 Darius A. Baghai, Esq.
18 144 S. Palm Drive, 1st Floor
19 Beverly Hills, CA 90212
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Shirley A. Hargis
CLERK

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ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
8367 W. Flamingo #100
Las Vegas, Nevada 89147
(702) 382-2210
Guardian Ad Litem for the
Adult Ward

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department C

ORDER REQUIRING SUCCESSOR TRUSTEE OF WARD'S TRUST TO SATISFY FEES
AND COSTS OF GUARDIAN AD LITEM

Date of Hearing: 11/09/05
Time of Hearing: 10:00 a.m.

This matter having come on regularly for hearing on this date
before the above-entitled court on the 9th day of November, 2005,
upon the Petition for Order Requiring Ward's Trust to Satisfy Fees
and Costs of Guardian Ad Litem filed by ELYSE M. TYRELL, ESQ.,
Guardian Ad Litem for JEAN RUTH ECHEVARRIA; the court having
considered the same and having found that all allegations contained

therein are true and correct, and good cause appearing therefor,
NOW, THEREFORE, IT IS HEREBY ORDERED that the Successor
Trustee of the adult ward's trust is directed to pay the sum of

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OCT 31 2005

By: County Clerk


GUARDIANSHIP

1 \$7,911.63 to the law firm of Trent, Tyrell & Associates, as and for
2 its fees and costs in connection with this guardianship matter.

3 DATED this 9th day of November, 2005.

4
5
6 
DISTRICT COURT JUDGE

7
8 TRENT, TYRELL & ASSOCIATES

9 
10
11 ELYSE M. TYRELL, ESQ.
12 8367 W. Flamingo #100
13 Las Vegas, Nevada 89147
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Elyse M. Tyrell
CLERK

NEO
ELYSE M. TYRELL, ESQ.
Nevada State Bar No. 5531
TRENT, TYRELL & ASSOCIATES
8367 W. Flamingo, Suite 100
Las Vegas, Nevada 89147
(702) 382-2210
Guardian Ad Litem for the
Adult Ward

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship)	Case No.: G 27262
of the person and estate of)	Family Court
JEAN RUTH ECHEVARRIA, an Adult)	Department: C
Ward.)	

NOTICE OF ENTRY OF ORDER

TO: ALL PERSONS INTERESTED IN THE ABOVE-REFERENCED GUARDIANSHIP:

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that an Order Requiring Successor Trustee of Ward's Trust to Satisfy Fees and Costs of Guardian Ad Litem, a copy of which is attached hereto, was entered by the court on the ¹³~~9~~th day of November, 2005.

DATED this ¹⁵~~9~~th day of November, 2005.

TRENT, TYRELL & ASSOCIATES

Elyse M. Tyrell

ELYSE M. TYRELL, ESQ.
8367 W. Flamingo, Suite 100
Las Vegas, Nevada 89147

CERTIFICATE OF MAILING

I, the undersigned, an employee of the law firm of Trent, Tyrell & Associates do hereby declare that on the 16 day of November, 2005, I placed in an envelope, postage pre-paid, first

RECEIVED
NOV 21 2005
COUNTY CLERK

1 class mail thereon, a copy of the foregoing Notice of Entry of
2 Order, to which a copy of the Order Requiring Successor Trustee of
3 Ward's Trust to Satisfy Fees and Costs of Guardian Ad Litem was
4 attached.

5 There is a regular communication by mail between the Post
6 Office at Las Vegas, Nevada and the addresses to which the above-
7 referenced documentation was mailed.

8
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10 
11 Employee of Trent, Tyrell &
12 Associates
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EXHIBIT "1"

1
2 Michael Echevarria
3 300 N. Maple Street
4 Lebanon, TN 37087
5
6 Elizabeth Brickfield, Esq.
7 300 S. Fourth Street #1700
8 Las Vegas, NV 89101
9
10 Jean Ruth Echevarria
11 Angel Echevarria
12 Ana Echevarria
13 Anthony Echevarria
14 12 Desert Highland Drive
15 Henderson, NV 89052
16
17 Darius A. Baghai, Esq.
18 144 S. Palm Drive, 1st Floor
19 Beverly Hills, CA 90212
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Nov 15 2 21 PM '05

Shirley A. Hansen
CLERK

OAG
ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
8367 W. Flamingo #100
Las Vegas, Nevada 89147
(702) 382-2210
Guardian Ad Litem for the
Adult Ward

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department C

ORDER REQUIRING SUCCESSOR TRUSTEE OF WARD'S TRUST TO SATISFY FEES
AND COSTS OF GUARDIAN AD LITEM

Date of Hearing: 11/09/05
Time of Hearing: 10:00 a.m.

This matter having come on regularly for hearing on this date
before the above-entitled court on the 9th day of November, 2005,
upon the Petition for Order Requiring Ward's Trust to Satisfy Fees
and Costs of Guardian Ad Litem filed by ELYSE M. TYRELL, ESQ.,
Guardian Ad Litem for JEAN RUTH ECHEVARRIA; the court having
considered the same and having found that all allegations contained
therein are true and correct, and good cause appearing therefor,

NOW, THEREFORE, IT IS HEREBY ORDERED that the Successor
Trustee of the adult ward's trust is directed to pay the sum of

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.....

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.....

1 \$7,911.63 to the law firm of Trent, Tyrell & Associates, as and for
2 its fees and costs in connection with this guardianship matter.

3 DATED this 9th day of November, 2005.
4

5 STEVEN E. JONES
6 DISTRICT COURT JUDGE
7

8 TRENT, TYRELL & ASSOCIATES
9

10 
11 ELYSE M. TYRELL, ESQ.
12 8367 W. Flamingo #100
13 Las Vegas, Nevada 89147
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FILED

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CR. 25
CLERK OF THE COURT

1 ORDR
2 CARY COLT PAYNE, ESQ.
3 Nevada Bar #004357
4 CARY COLT PAYNE, CHTD.
5 700 South Eighth Street
6 Las Vegas, Nevada 89101
7 (702) 383-9010
8 Attorney for Respondent
9 MICHAEL ECHEVARRIA

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the	)	Case No.: G27262
	)	Dept. No.: E
Estate of JEAN RUTH ECHEVARRIA,	)	Date: N/A
	)	Time: N/A
Adult Ward.)	

NOTICE OF DECISION AND ORDER

COMES NOW, MICHAEL ECHEVARRIA by and through his attorney, Cary C. Payne, Esq. of the law office of CARY COLT PAYNE, CHTD., and hereby submits the attached certified copy of the Order entered in the Chancery Court of Wilson County, Tennessee as a Supplemental Document dated 1/2/07. See Exhibit "1".

DATED this 15th day of February, 2007.

CARY COLT PAYNE, CHTD.

C. Payne
CARY COLT PAYNE, ESQ.
Nevada Bar #004357
700 South Eighth Street
Las Vegas, Nevada 89101
(702) 383-9010

Attorney for Respondent
MICHAEL ECHEVARRIA

CARY COLT PAYNE, CHTD.

700 South Eighth Street

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CE 100

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702.383.9010 • Fax 702.383.9049



CERTIFICATE OF MAILING

I hereby certify that on the 15th day of February, 2007, I deposited for mailing a true and correct copy of the foregoing Supplemental Document in the United States mail, postage prepaid thereon, addressed to the following:

John M. Naylor, Esq.
Elizabeth Brickfield, Esq.
LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, NV 89101


Sherry L. Chavez
An employee of Cary Colt Payne, Chtd.

EXHIBIT "1"

DEC 20 2006

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE
AT LEBANON

ENTERED
AT 10:47 AM
JAN 02 2007

MICHAEL A. ECHEVARRIA,
Plaintiff/Counter-Defendant

v.

CASE NO.: 05040

THE MILL AT LEBANON, LLC
Defendant/Counter-Plaintiff

NOTICE OF ENTRY ✓
REQUESTED

and

THE JEAN R. ECHEVARRIA TRUST
Defendant/Counter-Plaintiff

and

JEAN ECHEVARRIA, individually
Defendant/Counter-Plaintiff

ORDER

That this cause came on to be heard upon Michael Echevarria's (hereinafter referred to as "Plaintiff"), Complaint for Breach of Contract, Unjust Enrichment, Quantum Meruit and for Restoration and Possession of Personal Residence and Returning of Personal Items against The Mill at Lebanon, LLC's, The Jean Echevarria Trust, and Jean Echevarria, individually, (hereinafter referred to as "Defendants"), Counter-Complaint filed by Defendants against Plaintiff for Mismanagement, Gross Mismanagement, Misfeasance, Malfeasance, Non-feasance, Breach of Fiduciary Duty, Concealment and Conversion of Funds, and Plaintiff's Answer to Defendants' Counter-Complaint. The matter was heard in the Chancery Court of Wilson County, Tennessee, on November 27th, 28th, 29th, 30th, and December 1st, 2006. At the trial of this matter and based upon the statements of counsel, testimony of numerous witnesses, trial briefs filed by both parties, exhibits entered by both parties and the entire record, the Court finds that:

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That based upon all the proof presented, the Court made specific findings of fact

and conclusions of law which are attached hereto as *Exhibit A* and incorporated herein as if set forth in this Order verbatim.

2. That Plaintiff, Michael Echevarria, is awarded a judgment against the Defendants, The Mill at Lebanon, LLC, The Jean Echevarria Trust and Jean Echevarria, individually, for Eight Thousand (\$8,000.00) Dollars per month in reasonable compensation for his services for the benefit of Defendant from May 24, 2000 to January 25, 2005, with the judgment to draw ten percent (10%) interest from February 3, 2005. That the Court finds that, Plaintiff, Michael Echevarria, received compensation of Nineteen Thousand One Hundred Seventy-Nine Dollars and Forty-Seven Cents (\$19,179.47) from the National Bank of Commerce operating bank account and Eight Thousand Two Hundred Ninety-One Dollars and Eighty-Three Cents (\$8,291.83) from the use of the Discover card and these amounts shall be deducted from the judgment amount. The total judgment amount shall be Four Hundred Ninety-Six Thousand One Hundred Eighteen Dollars and Ninety-Four Cents (\$496,118.94) as total compensation and interest due through December 10, 2006. The interest accrual, thereafter, is \$114.68 per day.
3. That Plaintiff, Michael Echevarria, is awarded a base judgment against Defendants, The Mill at Lebanon, LLC, Jean Echevarria Trust and Jean Echevarria, Individually, in the amount of One Hundred Ten Thousand Four Hundred Nineteen Dollars and Sixty-six Cents (\$110,419.66) as repayment of the monies he loaned Defendants. Said judgment is to draw ten percent (10%) interest from March 3, 2002 for a total judgment, including interest, of One Hundred Sixty-Three Thousand One Hundred Forty-Eight Dollars and Eighty-Three Cents (\$163,148.83) through December 10, 2006. The interest accrual, thereafter, is \$30.25 per day.
4. That Plaintiff was not a tenant of Defendants but a trespasser after his discharge as President. That Defendants owed Plaintiff a duty as to the manner in which they handled his personal property. That Defendants acted indifferently as to the consequences of what happened to Plaintiff's property. That Plaintiff, Michael Echevarria, is awarded a base judgment against the Defendants, The Mill at

Lebanon, LLC, Jean Echevarria Trust and Jean Echevarria, Individually, in the amount of Seventeen Thousand Four Hundred Eighty-five (\$17,485.00) Dollars for his lost/damaged personal property. Said judgment is to draw ten percent (10%) interest from January 25, 2005, for a total judgment, including interest, of Twenty Thousand Seven Hundred Twenty-Eight Dollars and Eleven Cents (\$20,728.11) through December 10, 2006. The interest accrual, thereafter, is \$4.79 per day.

5. That the Court finds that as to Defendants' claims against Plaintiff of mismanagement, gross mismanagement, misfeasance, malfeasance, non-feasance, breach of fiduciary duty, concealment and conversion of funds in the sum of Two Million (\$2,000,000.00) Dollars, that there is no evidence at all in this Court that Plaintiff committed any of these acts and Defendants are not awarded any judgment against Plaintiff.
6. That Defendants are assessed the costs of this cause for which execution may issue.

ENTERED this the 2nd day of January, 2007.
~~December, 2006.~~

C. K. Smith
C. K. SMITH, CHANCELLOR

APPROVED FOR ENTRY:

Brody Kane
BRODY KANE, #17435
ANGEL KANE, #17434
Attorneys for Plaintiff
133 South College Street
Lebanon, Tennessee 37087
(615) 444-8081

1/2/07
STATE OF TENNESSEE, COUNTY OF WILSON
I hereby certify the foregoing to be a true and perfect copy of the original instrument on file in this case.


4th day of January, 2007.
BARBARA WEBB, CLERK & MASTER
Barbara Webb D. C&M



CERTIFICATE OF SERVICE

I certify that on the date shown below I have given notice of appearance if required and have served a copy of the above Order on the opposing party by _____ Hand-delivery _____ Facsimile transmission to () - _____ and/or X Mailing a copy via United States Postal Service, postage prepaid, to:

Gary Vandever
Attorney at Law
P. O. Box 642
Lebanon, Tennessee 37088-0642



BRÓDY KANE
12/20/06

DATE

IN THE CHANCERY COURT
OF WILSON COUNTY, TENNESSEE
AT LEBANON

MICHAEL A. ECHEVARRIA,

Plaintiff,

Civil Action
NO. 05-040

6 Vs

Defendant,

8 AND

9 THE JEAN RUIH ECHEVARRIA TRUST,

Defendant,

11 AND

12 JEAN ECHEVARRIA, Individually,

Defendant.)

THE CHANCELLOR'S RULING
TAKEN BEFORE THE HONORABLE
C. K. SMITH, CHANCELLOR
DECEMBER 1, 2006

Teresa D. Hatcher
Wilson County Court Reporting
1655 Colles Perry Pike
Lebanon, Tennessee 37087

THIS CAUSE CAME ON TO BE
HEARD IN THE CHANCERY COURT FOR WILSON
COUNTY IN LEBANON, TENNESSEE BEFORE THE
HONORABLE C. K. SMITH, CHANCELLOR ON
FRIDAY, DECEMBER 1, 2006.

THE CHANCELLOR GAVE HIS RULING
TO WIT:

THE CHANCELLOR'S RULING

This is in the matter of —
I'm going to mess up on this name. So, from
here out, it will be Michael E., Angel E.,
Jean E., Jean R. E. I'll never say anything
other than E. But, the court reporter will
be required to put down the entire name,
which I guess is Echevarria or something. I
don't know what it is. I've guessed at it
ever since I've been here all week. I'm
glad after today, I'll never have to say it
again hopefully. Echevarria, is that close?

MR. KANE: That's close.

THE COURT: All right. This
is a matter in the Chancery Court of Wilson
County Tennessee at Lebanon. Michael
Echevarria versus The Mill at Lebanon,
IIC and versus Jean R. Echevarria Trust

APPEARANCES

For the Plaintiff:

Mr. Brody Kane
Ms. Angel Kane
133 South College Street
Lebanon, Tennessee 37087

For the Defendants:

Mr. Gary Vandover
501 Park Avenue, Suite B
Lebanon, Tennessee 37087

1 and versus Jean Echevarria individually.

And, there were also
counter-complaints by the Defendants
against Michael Echevarria.

The issue before this
Court is basically by the Plaintiff Michael
Echevarria against the Defendants here is a
breach of contract, is number one.

Number two, associated
with that breach of contract and part of the
problem is, that he loaned the Defendant
Jean Echevarria, or The Mill at Lebanon,
IIC, which was owned totally by Jean
Echevarria, or the Jean Echevarria Trust.
 loaned them 110,000 plus dollars, and for
reimbursement of the loan. And, thirdly,
for damages associated with a wrongful
ouster.

Then, the Defendant
filed a counter-suit for wrongful conversion
by the Plaintiff Michael Echevarria, for
either misfeasance, malfeasance or some
feesance regarding with the way he managed
the business. So, those are the issues
before the Court.

1 I've listened to
2 evidence on this matter since this week,
3 since Monday. And, it's now Friday. We
4 started on Monday at about 9 o'clock. Maybe
5 a little bit before. And, have gone
6 continuously with very few breaks in there,
7 except sleeping at night.

8 And, the attorneys
9 have done a good job. What made this a
10 little more difficult is the fact that from
11 the time this started, Jean has suffered
12 with some dementia and beginning stages of
13 Alzheimer's. And, she's had to — A lot
14 of the testimony on her behalf has had to be
15 by her power of attorney, or trustee or
16 conservator, who actually couldn't testify
17 because she had no knowledge.

18 At the time this
19 contract was entered into, Jean was acting
20 on her own behalf. It was only a short time
21 after that she gave her power of attorney to
22 Angel. So, Angel was limited in her
23 knowledge and what she could really say
24 happened or didn't happen in that area.

25 Most of the

1 three different little buildings. There was
2 one on the east side; a small building. An
3 office building located on the west side.
4 There was another kind of a large building
5 located on the uppermost north side of this
6 property.

7 Then, there was a
8 huge building that had been — Had parts
9 attached to it at different times during the
10 years that the building had been there.

11 When Mike first saw
12 this property, the original asking price was
13 \$1,700,000. He watched this property for
14 several months. He came up and looked at
15 it. The price dropped. But, I don't
16 remember what it dropped to. But, he began
17 to negotiate with the owners. He negotiated
18 a price of \$600,000.

19 Mike at that time
20 had very little money, from the evidence
21 I've heard. He had some equity in a house
22 located in Brentwood. I don't know how much
23 cash he had. But, he had been in business
24 with his father that used to make waterbeds.
25 They had been in California. They moved to

1 evidence has actually — Most of this trial,
2 probably two days of the testimony, came
3 from Michael out of the three.

4 This is what I've
5 found. This is my finding of fact and
6 conclusions. And, if I make a mistake about
7 a date or name of something or someone,
8 y'all can bring that to my attention at that
9 time. But, just because you disagree with
10 my findings or holdings, you can't argue
11 anymore about it. It's over. That's over.

12 This is my findings:
13 In early 2000, Michael Echevarria found some
14 property for sale in Lebanon, Tennessee.
15 The property was known as old Woolen Mill
16 property. It had been the Woolen Mill in
17 Lebanon for many years. It had been out of
18 business for several years. The property
19 was in very bad state of disrepair.

20 Michael Echevarria
21 looked at the property on several occasions.
22 It was located on approximately 14 acres.
23 The building totally at that time was about
24 225,000 square feet. The building was added
25 onto at various times. There were two or

1 Nashville to open a business and moved there
2 too late. The business had already
3 evaporated. And, there was no more demand
4 for it. I think the building may have
5 caught on fire and burned. And, they just
6 went out of business.

7 But, he had had
8 various jobs over the years. He had made as
9 much as \$400,000 in some jobs with his dad.
10 Apparently, he was some type of
11 vice-president in that business. And, he
12 was a union buster, or line buster or
13 something once too. He said he was a man of
14 no fear.

15 Mike had this
16 property appraised by Carl Storey on two
17 different occasions. But, in 2000, he had
18 it appraised at \$1,090,000. So, Mike felt
19 that he could buy this property for
20 \$600,000; renovate it. That he could turn
21 it into a very good income. A profitable
22 business. An income producing facility.

23 Mike approached his
24 mother Jean Echevarria in the early part of
25 2000 about the property and his plans. And,

1 apparently, she too felt like it could be a
2 profitable venture.

3 And, in the early
4 part of 2000, Jean Echevarria had \$600,000
5 in income from the \$10 million building
6 located in California. She owned one house
7 located on Gerry Drive in Henderson, Nevada.
8 She had ownership interest in another house
9 located on Gerry Drive in Henderson, Nevada
10 lived in by her daughter, Angel.

11 Plus, she had over
12 \$700,000 on deposit in an interest bearing
13 account with Wells Fargo Bank. Plus, she
14 had over \$100,000 equity she could withdraw
15 from her life insurance policy. Plus, she
16 had \$220,000 in cash. And, I don't know if
17 she had any other money. But, she had that
18 because she made a down payment — Used that
19 for part of the down payment on The Mill
20 property.

21 And, this property,
22 I'll probably refer to it as Mill property.
23 Even though when they purchased it, it was
24 purchased in the name of The Mill of
25 Lebanon, LLC probably. Or, Lebanon,

1 date they purchased it May 24, 2000. And,
2 it was sold February 3, 2005. So, I guess
3 that's four years; almost five.

4 And, when a person
5 goes into a venture like that, she knew she
6 was putting out the capital. He was going
7 to put out the work.

8 Her agent, Jean's
9 agent, or power of attorney, trustee on the
10 trust, gave Mike a credit card for living
11 expenses that she's testified to. And, it's
12 been testified to.

13 Jean Echevarria
14 here, after purchasing this property, gave
15 her daughter power of attorney. And also,
16 transferred all her properties to the Jean
17 Echevarria Trust. And, made her daughter
18 Angel the trustee as well. Exact dates on
19 that, I couldn't find readily. And, I don't
20 know that they're that important. I just
21 know that that was done. And, she was
22 acting in those capacities.

23 Jean Echevarria purchased
24 this property in the name of The Mill at
25 Lebanon, LLC for \$600,000 from the Tennessee

1 Tennessee, LLC. But, I'll just refer to it
2 as The Mill.

3 Mike and his mother
4 entered into — I find that Mike and his
5 mother entered into an expressed actual
6 verbal contract. They agreed that she would
7 provide capital. And, he would oversee the
8 renovation and management of the business.
9 And, when the business sold, that they would
10 split the profit. And, that the sale when
11 it was sold, was to be negotiated by Mike.

12 I find all this
13 reasonable. I've thought about this in my
14 mind. You know, she's putting up all the
15 money, but they knew at the time, that this
16 wouldn't be a week venture. You know, it
17 was a building. And, all of the testimony
18 has been in how bad of shape it was in.
19 And, it's still in, even though he did a
20 great deal of renovation to it. That it was
21 a weeks, months and years project.

22 And, he agreed for
23 no compensation. However, he was
24 compensated from NEA about \$19,000 over
25 these four or five years, from May — The

1 Woolen Mills, Inc. on May 24, 2000. She
2 advanced \$220,000 in cash. She borrowed
3 \$380,000 from Wells Fargo Bank and
4 collateralized it by her \$700,000 deposit
5 that she had with the bank.

6 The testimony is
7 that Mike Echevarria did all the negotiating
8 with Wells Fargo to implement this plan of
9 withdrawing this 380,000. Securing it with
10 the money that was there.

11 It's his testimony
12 that he did that. And, that these interest
13 payments that were supposed to come from the
14 700,000 plus she had there, was supposed to
15 be used to retire the \$380,000 loan. Or, at
16 least pay the interest on it. Mike payments
17 toward it, is what he's testified to. And,
18 that's the only one that has any knowledge
19 of that negotiation with the Wells Fargo and
20 this Court. The only person that had any
21 knowledge of that was himself.

22 Mike upon after
23 purchase of this property, immediately began
24 negotiation with the Bank of Nashville for
25 the construction loan. He originally

1 requested \$1,500,000. However, the bank
2 would only give them a \$700,000 line of
3 credit.

And, stated
5 something to the effect, I think it was a
6 letter, that "We'll consider the further
7 loans later." Or, something to that effect.

8 On December of 2000,
9 the Bank of Nashville loaned The Mill at
10 Lebanon, LLC a \$700,000 line of credit upon
11 the execution of a note and a mortgage on
12 The Mill property.

13 This note was signed
14 by Jean Echevarria who listed herself as the
15 manager, or managing agent, of The Mill at
16 Lebanon, LLC.

17 This money was
18 supposed to be used to renovate the
19 property known as The Mill. It's obvious.
20 You know, they bought a building, he and his
21 mother did. Or, his mother did. Put up the
22 capital. That was totally in terrible
23 shape. Couldn't be used for anything at the
24 time he purchased it.

25 And, it needed

1 durable power of attorney on May 30, 2000,
2 which was five days after — Or, five or six
3 days after this property had been purchased
4 from Jean. She was given the power of
5 attorney from Jean to handle all of her
6 business affairs and asset management.

7 As I've stated
8 earlier, Jean Echevarria had also conveyed
9 all her property, including The Mill, into
10 the Jean Echevarria Trust. And, made Angel
11 trustee.

12 In addition to the
13 line of credit account with the Bank of
14 Nashville, Angel opened a draw account with
15 the Bank of Nashville to place money in from
16 the line of credit to pay for the
17 construction costs as requested by Mike.

18 Angel also opened a
19 bank account with NEC, located in Lebanon,
20 to be used for the daily operating expenses
21 incurred by Mike and renovation and
22 management of The Mill.

23 Mike also had his
24 individual personal bank account with NEC in
25 Lebanon. Mike had no signature privileges

1 immediate renovation. That this money, this
2 other money, was borrowed for that purpose.
3 And, I find that was the reason it was
4 borrowed, to renovate this building so that
5 it could be income producing.

6 This note provides
7 that interest was to be paid monthly. The
8 agreement basically provided that Mike would
9 oversee the renovation. Would get the
10 contractors in there. And, the proof is
11 that he actually did hands-on renovation
12 himself.

13 But, I felt like the
14 proof was that he should act somewhat like a
15 general contractor. And, once they got in a
16 position where they could find tenants, that
17 he was to market the place. To find
18 tenants. To collect rent. To keep the
19 property operating and make repairs. Answer
20 questions of tenants, et cetera.

21 And, as he was
22 making these renovations, the agreement was
23 he would contact his sister Angel for
24 payment for these people to be paid. Angel
25 Echevarria, as I've stated, had been given a

1 on any of the accounts located with the Bank
2 of Nashville.

3 And, I'm of the
4 opinion, if my recollection is right, he
5 could withdraw from the NEC Bank in Lebanon.
6 And, he had a big checkbook that he couldn't
7 carry around with him. So, as a result of
8 it, he would occasionally write his personal
9 checks that he carried on his hip. And, I
10 think that was his testimony.

11 Mike was very
12 excited about the business. Just in May,
13 just shortly after that, he began before he
14 got any secured line of credit or anything,
15 he immediately began renovating The Mill;
16 paving, brickwork, roofing people. He began
17 to get people in there and knock walls down
18 where the building could be repaired.

19 And, he used some of
20 his personal money initially, a few thousand
21 dollars, to pay people before they got this
22 line of credit.

23 It's the only
24 testimony before this Court that he used
25 this money with the agreement of his mother.

1 And, his mother knew it was a loan. And, he
2 was to be reimbursed and paid it back.

3 Some of the work
4 that Mike did that I've made note: Rushed
5 walls down. Sandblasted the bricks. He
6 hired a company to sandblast the bricks and
7 decided it was too expensive. He could save
8 money if they just learned how to do it
9 themselves. And, they did it themselves.
10 Then, he could hire some local people, just
11 a crew, that he kind of kept working himself
12 there, cleaning up the place.

13 They cleaned up
14 trash. Cleaned up the buildings. He
15 contracted with the dumpster people to come
16 pick the trash up. He went to the zoning
17 boards and places like that to have this
18 property rezoned from manufacturing to
19 office to where they could have this type of
20 business out there. I know it was for
21 manufacturing business. And, they had to
22 have it rezoned.

23 He had some paving
24 done. And, actually had his crew to do some
25 welding of this tower and save thousands of

1 the money and not ever done a thing over
2 there.

3 But, several people
4 have testified that they saw him out there
5 hands-on working. And, that he was there
6 10, 12, 16 hours. He stayed — Eventually,
7 he moved there and lived there.

8 And, Mike built an
9 apartment and moved on the site with no
10 objection from his mother nor Angel. Mike
11 got various parts of the site renovated very
12 quickly so it could begin to produce income.

13 The areas that he
14 leased was the office area, which is located
15 on the west side of the large building. The
16 Intrigue Building, located on the north side
17 of the building. He leased that to Intrigue
18 Athletics. Highland, Crossroads, Lady
19 Godiva, which was a pub located in the big
20 building. The event room is located in the
21 big room. He got it renovated.

22 Shopper's Alley, he
23 got 15 to 25 cents a square foot of
24 different people opening up a flea market on
25 the weekends. And, he was making money off

1 dollars. Ultimately, he did some light
2 fixtures in the event room and saved many
3 thousands of dollars by taking some barrels
4 that were left there. And, he cut them in
5 half and painted them on the inside. And,
6 having the electrician to come and hook them
7 up, he was able to save thousands of
8 dollars.

9 He was very
10 energetic. And, he wanted to clean and
11 paint the different buildings. The office
12 building, the one that's been identified as
13 the Intrigue Building. I call it the
14 Intrigue Building because that's where
15 Intrigue Athletics is located. And, nobody
16 else ever gave it a name.

17 And, even the very
18 first year, Mike hosted a Christmas party
19 there in the year of 2000. That's how he
20 was really on the ball and really working
21 hard at trying to make this — Really, it's
22 evident from all the testimony, he wasn't
23 out to beat his mother. That was not his
24 goal. He was out totally — Had he been out
25 for that, I guess he could have just taken

1 part of it.

2 And, the Internet
3 Marketing, of this office building, as well
4 as Raymond Harris, an electrician, and
5 other people renting in this little office
6 space. But, it was his office at times as
7 well.

8 As Mike incurred
9 expenses, roofing material, supplies, et
10 cetera, he would notify Angel. She would
11 withdraw money from the line of credit and
12 would pay these from the Bank of Nashville
13 account. And, I think maybe sometimes pay
14 them from the NEC account. She would write
15 a check for them.

16 He never — He had
17 no check writing ability on these Bank of
18 Nashville accounts.

19 Angel also gave Mike
20 that Discovery Card with that \$12,000 limit
21 for living expenses, as I stated earlier.

22 And, everything
23 seemed to be going very well, until the
24 first part of 2002 when Mike was advised by
25 Angel that they were out of money. No more

1 money in the line of credit account at the
2 Bank of Nashville. And, as a result of
3 this, Mike had to practically cease
4 renovation.

5 Just a note. Mike
6 never had any type of regular compensation
7 during this four or five years that he was
8 there. His deal was that he would receive
9 one half of the profit after it was sold.
10 He did receive some Discovery Card benefits
11 that were personal in nature, 8 or 9,000,
12 and \$19,000 of compensation from the NEC
13 bank.

14 But, as far as
15 regular compensation, he says he didn't
16 have it. He lived off his girlfriend's
17 income basically during this period of time.
18 He was just trying to make the business go
19 so he could sell it and make a profit and
20 move on.

21 However, Mike
22 continued to renovate even after February of
23 2002 when he was advised there was no more
24 money. Mike continued to renovate to some
25 extent by loaning The Mill a total of

1 to be operating in the black.

2 Even in the last
3 part there, in the last couple of years, he
4 was able to make some payment toward the
5 default payments on this Bank of Nashville
6 loan. But he still — The business was
7 actually operating in the red. And, had
8 probably from the beginning.

9 But, with these
10 renovations, had he been able to complete
11 those, this Court finds that he could have
12 operated in the black. And, could have
13 ultimately retired these debts and sold this
14 business and make a profit. How much, I
15 don't know.

16 In 2004, The Mill
17 was operating at a loss. So, Mike agreed
18 that it should be sold. He agreed with
19 Angel, Sadat and Baghai. Baghai, if I'm
20 mispronouncing it, just correct it. He was
21 the attorney for Angel. He was out in
22 California. Sadat was the mortgage guru.
23 An advisor.

24 There was also a
25 CPA. But, I don't find that he really did a

1 \$110,419.66. And, that's broken down on
2 Exhibit #131. The substantial portion of
3 that came in 2002, the later part, after he
4 was notified about they were out of money in
5 the first part of 2002.

6 And, he also used
7 rental income to continue to help. And,
8 this money that Mike advanced here, the bulk
9 of it, came on the end there. I was
10 talking about there, came from the equity
11 from the profit he made on the sale of his
12 house that was located in Brentwood.

13 And, at the time
14 that Michael ran out of money, he was in the
15 process of completing or renovating other
16 portions of The Mill, particularly the
17 atrium atrium area. He had torn out the
18 second floor and built stairs to it;
19 rerouted waterlines. He had planned to have
20 a number of shops and businesses on the
21 second floor overlooking the main floor.

22 And, these would
23 have been paying a sufficient — In his
24 opinion, these would have been paying a
25 sufficient amount of rental for the business

1 lot of advising about this. And, these
2 people were all, of course, located in
3 California, Nevada and various places. And,
4 less likelihood of having knowledge of local
5 things than local realtors or accountants or
6 residences in my opinion in general. I
7 wouldn't know a thing about — I don't know
8 much about property here. But, I know a lot
9 less about property located in California
10 and Nevada.

11 Mike contacted Mike
12 Walker, a real estate agent, after they
13 agreed that they would sell it. He
14 contacted Mike Walker, a real estate agent
15 with Cumberland Real Estate to sell the
16 property.

17 And, he suggested to
18 Mike the original listing price would be —
19 They kept saying \$1.9 million. But, it's
20 \$1,900,000. That was the original listing
21 price.

22 Apparently, it was
23 listed for awhile. And, no one showed any
24 interest. And, no contacts about it. No
25 offers. So, a couple of extensions were

1 listed on this listing contract. And, I
2 think it may have been lowered some.
3 But, after a while,
4 Angel and Sadat and Baghai became anxious to
5 sell this. And, I believe some of this,
6 they became anxious here because of this
7 bankruptcy of this \$12 million business that
8 Jean had owned in California. She owned a
9 building out there. And, it was producing
10 \$600,000 a year income.

11 And, she was living
12 an extravagant type of lifestyle, owning
13 houses and cars. Big houses. Big cars.
14 Doing a lot of gambling. Enjoying life the
15 way she wanted to, which was fine.

16 But, her tenant went
17 bankrupt out there. And, when he went
18 bankrupt, she lost this income. Sold the
19 building for \$10 million, but lost this
20 income there for awhile. And, when they
21 lost this income, she -- I think things kind
22 of went sideways. And, people just -- She
23 and her money advisors, who were not only
24 advising her, but taking a lot of her money
25 as well, and her daughter, all began to get

1 time said, "Look, things are not going
2 right. I'm just going to file suit in
3 Nevada and be appointed conservator of
4 Mother and get this all taken care of like
5 it ought to be." Because she had developed
6 dementia and early stages of Alzheimer's.

7 And, his sister
8 said, "No, I'm going to do that too. I'll
9 get this." So, she filed a petition. And,
10 she actually got appointed conservator by
11 the Nevada Court.

12 Well, not only did
13 she get appointed, Nevada approved that this
14 property up here could be sold for \$850,000.
15 And, they just decided, I guess Mike Walker
16 must have testified down there or something.
17 But, that this would be a good value for it.
18 Or, Sadat or Baghai or some of these people
19 that didn't really have very much knowledge
20 about it, except Mike Walker possibly.

21 But, The Mill was
22 ultimately sold to Gibbs for \$900,000 with
23 no input from Michael Echevarria. And,
24 Gibbs said it was worth more than 900,000.
25 He said he would have probably given \$1

1 anxious about, well, we need to do
2 something. Something is wrong. So,
3 something needs to be fixed. And, about the
4 only thing we can fix is this Mill up here.
5 If we can just recoup what we can get out of
6 it. We're losing money. And, they were
7 losing money.

8 And so, during this
9 time, they did receive an offer of \$1
10 million, with \$100,000 deposit. Well, Mike
11 Echevarria here, he decides that's just too
12 low. That is just not enough. He would not
13 accept it. He rejects it.

14 And, upon his
15 rejecting of this, that's when I think
16 that's when Angel -- And, they lost that
17 sale. -- and Sadat and Baghai said, "We'll
18 just cut him out." And, they cut him out.
19 They put him out of the loop. They ignored
20 his original contract with Jean.

21 And, they didn't
22 know what it was anyway because they were
23 not involved. They cut him out and said,
24 "We'll sell it." They go to court.

25 So, Mike at this

1 million for it. But, there weren't any
2 counter-offers.

3 He offered 900,000
4 and they jumped on it. They didn't say,
5 "Well, no, we'll take a million one or
6 something." They just said, "No, we'll take
7 it."

8 So, during the
9 process of all this selling, Mike here
10 decided he'd file suit in this Court and
11 adjoin the sale of this property. And, I
12 think this Court granted a temporary
13 restraining order.

14 But ultimately, this
15 Court dismissed that restraining order.
16 And, I believe it was on January 25th, not
17 only did this Court dismiss all of his suits
18 there, but this Court ordered him off the
19 property, basically I think finding that he
20 had been terminated by the owner, or by the
21 owner's power of attorney, or the trustee of
22 the trust. And, that he was merely a
23 trespasser on the property now because he
24 had no --

25 He was no tenant.

1 And, I'm finding that again here today. I
2 don't remember what all went into the
3 findings back then. And, I doubt there was
4 even a court record there. There could be,
5 but it hasn't been put before the Court this
6 week. But, I don't recall the specifics of
7 that.

8 But, I did order
9 him off the property. He had been
10 terminated. And, Angel had employed Randy
11 Thamel to be the managing agent of that
12 site called The Mill now.

13 So, he had been
14 given notice on December the 15th, a letter
15 from Angel, on behalf — In her
16 representative capacity as one of those
17 positions.

18 She was to be the
19 president. He was no longer the president.
20 For him to vacate the premises. And, he
21 didn't. He didn't vacate.

22 So, a little over a
23 month later on January 25th or the 24th,
24 this Court ordered him off. And, on the
25 25th, Randy was over there changing the

1 what happened, but I don't.

2 Just a note, Mike
3 Walker testified \$900,000 was a fair value.
4 But, he did testify he didn't make a
5 counter-offer. He testified that was a fair
6 value. But, Gibbs testified he would have
7 probably given \$1 million for it. That's
8 100,000 more dollars.

9 It was only after
10 Mike was removed from this property that he
11 learned how the \$700,000 line of credit had
12 been depleted. And, I find that it was
13 wrongfully depleted by Jean Echevarria or by
14 Angel Echevarria in her representative
15 capacity.

16 Only the —
17 Certainly of all these categories that was
18 entered on Exhibit #182, the one that stands
19 out to be the most striking evidence is that
20 for Jean to take money out of this account
21 to purchase a home with and to build a
22 swimming pool, certainly that one, without
23 any argument, could not have been
24 anticipated. And, the total of that for
25 Jean, which was for her personal benefit,

1 locks on the door. And, they had a little
2 run-in. Ordered him to get off and take his
3 cars off the property or he would be
4 arrested. So, he got off the property.

5 And, the girlfriend
6 was in the apartment. And, she had to
7 leave. And, there was just all kinds of
8 problems there.

9 And, I'm sure it was
10 a factor in my decision that day that Gibbs
11 wasn't going to buy unless Mike was off the
12 property. He was merely a trespasser. He
13 had no ownership interest in this property
14 at all. I'm sure I ordered him off because
15 I didn't want them to lose the sale. I
16 didn't want them to — He had no claim or no
17 rights to live there as a tenant or
18 anything.

19 And, there were some
20 certain orders entered by these Nevada
21 Courts that was I think being argued to me
22 that I had to give full faith and credit.

It had just been a big free-for-all for
24 months and for years in many states. So, I
25 wish I had a clearer recollection of exactly

1 was 247,000. And, a lot of renovation could
2 have been done for \$247,000.

3 Several of these
4 others, he's testified, that none of these
5 others, except for the architect, were
6 supposed to be used either. And, of course,
7 the construction money was legitimate on
8 this exhibit. But, the insurance,
9 utilities, the advertising The Mill at
10 Lebanon, all these others he says, his
11 testimony is, that they were supposed — She
12 was putting up the capital. She was
13 supposed to pay these.

14 And, this hasn't
15 been rebutted. And, I don't suppose it
16 could be rebutted because Jean wasn't here
17 to testify. There was no objection to him
18 testifying to any conversations or
19 transactions between he and Jean. So, he
20 testified to those. And, there has been no
21 rebuttal.

22 He says these were
23 all anticipated that she would pay these
24 from her personal funds. She had \$600,000
25 in income a year. But, I think some of this

1 all went away when she lost her income and
2 everybody began to grasp, "Well, what are we
3 going to do now?"

And, that's when she
4 began to see other people and try to figure
5 out what to do and take advice from people
6 that were charging her a lot of money.

Now, there's been
7 some argument about the fact that there was
8 \$100,000 after the house on Gentry Drive was
9 sold. There was \$100,000 placed in the Bank
10 of Nashville account. That was after some
11 of this \$247,000 was removed for buying the
12 house or property on the Dessert Highland
13 Drive.

Then ultimately,
14 there was 140 something thousand, or other
15 monies deposited in this account with the
16 Bank of Nashville.

But, the \$100,000
17 which was made sometime in 2001 before all
18 the money was removed, was money that Jean
19 realized from the sale of her property in
20 Nevada. Even though it's where her daughter
21 lived, her daughter, the testimony is, only

1 contract.

So, I don't really
2 believe they are a very meaningful argument
3 there for the bulk of that money that was
4 argued. I think it was maybe \$304,192.38.
5 the bulk of that money, all but \$100,000 was
6 merely to prevent foreclosure and so forth.
7 It was payments on default, the way I
8 understand the testimony.

The only testimony
9 before this Court is that all the \$50,000 of
10 the money that was of the \$700,000 to the
11 Bank of Nashville, was to be used for
12 renovation of the building so it could be
13 sold and the profits split.

But, there was
14 evidence in the record the \$50,000 was
15 supposed to be reimbursed to Jean.

I find that this
16 wrongful withdrawal of these funds, as well
17 as the wrongful interference with his
18 selling this property, prevented Mike from
19 performing his contract, which was complete
20 renovation and to sell the property.

I find the interest

1 worked two or three months in the last
2 several years. Had no income, other than
3 living off her mother, it's evident from the
4 testimony that's been before the Court.

But, she could have
5 made a gift to her daughter. I don't know
6 what the law is out there. But, I find that
7 the \$100,000 for this property was also in
8 her name, as well as her daughter's. So, I
9 find this was Jean's \$100,000. This was
10 just part of the capital outlay that — Or,
11 some other reimbursements of some of the
12 money she removed. Some of the roughly
13 \$400,000.

And, as far as these
14 payments, these subsequent payments that
15 were mostly made in 2003, later part of 2002
16 and 2004, those years — And, that was on
17 Exhibit #216 that tells exactly when those
18 payments were made. Those were all made
19 after default. After all the money was
20 deleted from the account. Those were made
21 to catch up on payments, not to put money in
22 the bank for renovation or construction or
23 repair to live up to the terms of the

1 on the loan to Wells Fargo and the Bank of
2 Nashville were to be paid by Jean. And, not
3 from the proceeds of this building loan.
4 This building loan was to be used for
5 renovation, this line of credit. And, only
6 for that, except for the \$50,000. And, any
7 other expenditure was a wrongful expenditure
8 by Jean or her agent, power of attorney or
9 trustee.

In a breach of
10 contract situation, one has a right to ask
11 for specific performance, or if that cannot
12 be accomplished, and it can't be in this
13 because there's no way to determine what the
14 profit would have been had he been allowed
15 to finish and sell this property. Or in the
16 alternative, the value of his performance.

And, I find that
17 this is an expressed oral contract. It's
18 not implied in any form or fashion. It's
19 expressed. It may be in some form or
20 fashion, but it's actually an expressed
21 contract.

I find that it was
22 because of Jean Echevarria and her agents,

1 and/or agent's doings, wrongful doings, that
2 renovation wasn't finished. And, as I've
3 stated, the value of his services, he's
4 testified the value of his services in his
5 opinion would be \$8,000 per month. And,
6 the OEA testified that that was reasonable.

7 And, his services
8 was, he acted as a joint contractor. He
9 went in and dealt with the zoning people.
10 Made application for it to be rezoned from
11 manufacturing to business. He marketed the
12 different businesses there. He did
13 brochures and various things. He worked
14 with the tenants.

15 He actually
16 improvised at times, making the light
17 fixtures and digging the pit for the
18 Intrigue. He actually learned how to
19 sandblast and oversaw that work so they
20 could save money. He built a tower. He got
21 his own welder to do the work. He
22 negotiated with different contractors to get
23 a good price on everything.

24 He billed his
25 sister. And, he mailed invoices and various

1 the building and places there. Recruited
2 vendors for the Shopper's Alley.

3 He worked different
4 places trying to — And, he did finally
5 secure a construction loan or line of
6 credit. He had some commercial leases
7 prepared. He hired a local artist to do
8 some paintings for the Rub and for business
9 there in general. Oversaw the paving.

10 He had the apartment
11 built. Worked with the fire department and
12 BellSouth Pioneers for the Toys for Tots.
13 Saw that the roofing was done. Having the
14 second floor removed. And, worked
15 diligently getting tenants to be there.

16 He was collecting
17 quite a bit of rent at the time he was
18 moved out. I've got that written down
19 somewhere. I'll try to cover it.

20 So, I think when we
21 consider all the things that he did, that
22 this \$8,000 a month. And, particularly in
23 light of the fact that Angel hired Randy
24 Thamel for four weeks for \$5,000 with a lot
25 less responsibilities. And, you know, his

1 things to his sister. And, he had a bad
2 method of managing, collecting bills and
3 then mailing them to his sister. His sister
4 would keep them in a box. Nobody ever
5 looked at them.

6 But, this is
7 consistent with what he felt like his
8 duties were to manage this business,
9 oversee the construction and manage the
10 business and mail the bills to her and let
11 her pay them. He didn't have the ability to
12 write checks.

13 He also dealt with
14 engineers, structural engineers, roofing
15 people, dealt with — He had the property
16 appraised. He dealt with attorneys, Wells
17 Fargo, Bank of Nashville.

18 He replaced broken
19 bricks in the sidewalk; has his employees do
20 that. He fixed windows. Cleaned up the
21 lint room. I know he talked about that was
22 a real job. He hosted he — He marketed the
23 event room and hosted parties and various
24 things there. He dealt with the waste
25 management people. He sold scrap metal from

1 real basic responsibility was to see to it
2 that he got Mike out of there.

3 And, he didn't work
4 12 or 15 hours a day. He worked other jobs.
5 He kind of came on and left. He was just
6 overseeing the property a little bit. Not
7 overseeing construction. And, he wasn't
8 doing any constructing. He was collecting
9 some rents he said. He was only there a
10 month. He was only there a month. But, he
11 was doing very little. And, he was worth
12 \$5,000.

13 I did find though
14 that even though he's entitled — And, I'm
15 giving him judgment against the Defendants
16 for \$8,000 a month from May 24, 2000 until
17 the date he left, which was January 25,
18 2005.

19 He testified that he
20 did receive some compensation from NEC
21 drafts, banks, checks or something;
22 \$19,179.47. I'm offsetting the judgment of
23 that amount.

24 He testified that
25 some of the Discovery items were personal in

1 nature and should not be charged against the
2 business; \$8,291.83. And, I'm deducting
3 that amount from what he's entitled to.

4 I'm allowing this
5 judgment to draw interest from the date
6 that he was — The property was actually
7 sold. Because that's when the profit would
8 have been split would there have been
9 profit, which was 2/3/05.

10 The next issue is
11 about the money loaned. There was only
12 testimony before this Court that he loaned
13 The Mill \$110,419.66 with the agreement with
14 his mother that this was a loan and that it
15 would be repaid; paid back to him.

16 And, there was no
17 counter-evidence to this at all. He showed,
18 testified where he got the money from. From
19 the sale of his house. He only used — The
20 bulk of this money only came in after he
21 started on 1/27 after — Just immediately
22 during or before. And, after he found out
23 they were broke. There was no more money in
24 the line of credit.

25 There are various

1 Plaintiffs in the Complaint Brief does not
2 apply.

3 There was no lease.
4 No rent was paid. Just part of the big
5 picture here.

6 I find that Mike
7 Echevarria was not a tenant of Jean
8 Echevarria or The Mill, nor of The Mill,
9 LLC; of Lebanon, LLC.

10 Upon Mike Echevarria
11 being discharged as president and requested
12 to vacate December 15, 2004, he became a
13 trespasser. I find that Angel Echevarria on
14 behalf of the Jean Echevarria Trust, or
15 power of attorney or conservator, had the
16 right to enter the premises and remove Mike
17 Echevarria and his possessions.

18 Angel, in her
19 representative capacity had a duty to see
20 that the trespasser suffered no injury or
21 loss as a result of intentional, willful
22 or wanton conduct —

23 (There is an
24 interruption in
25 the proceedings.)

1 other payments that he made above. He
2 testified that a lot of times, he was out
3 and had his personal checkbook. And, it was
4 easier for him just to write a check, than
5 it was to — He couldn't carry the big
6 checkbook around with him everywhere he
7 went. It was simpler for him to do that.

8 But, I'm, based upon
9 the only testimony before this Court, it was
10 a loan. And, she had agreed to this.
11 Agreed to pay him back. I'm giving him
12 judgment for that \$110,419.66 against the
13 Defendants.

14 And, 10 percent
15 interest to draw from 3/3/2002. I made that
16 from the last one. I used my discretion.
17 Because I'm not going up here on each one of
18 these \$144 on 5/19. It would be an
19 accountant's nightmare. And, I'm not going
20 to put anybody through trying to figure out
21 what that would be.

22 The last issue of
23 the Plaintiff, this wrongful ouster. As I
24 have stated, Mike Echevarria was not a
25 tenant. So, the statute referred to by the

1 THE COURT: The landowner
2 had the duty to simply refrain from doing or
3 inflicting unnecessary or willful or wanton
4 injury to the goods of the occupant. Not
5 act with complete indifference to the
6 consequences.

7 It is evident that
8 Angel in her official capacity as some of
9 these power of attorney, president of The
10 Mill, conservator, trustee, had control of
11 The Mill after Mike was ejected on January
12 25, 2005. She or her agents are the only
13 ones that had access to the apartment or
14 building after January 25, 2005.

15 Mike has testified
16 under oath that these items were there when
17 he was removed. And, that they were not in
18 the storage when he went to pick them up.
19 These items are on Exhibit #175.

20 He has testified to
21 these items and to the value. Angel
22 testified that they helped pack these items,
23 or packed these items. It is evident from
24 looking at the pictures, that the items were
25 packed roughly, in a rough manner, loose

1 manner, whatever. A lot of items were just
2 thrown in the boxes, broken and torn up.
3 Plants were taped
4 down from the top, over the top, ruined.
5 And, she also testified that the marble
6 table was broken to pieces. Now, there was
7 a picture of it entered. I don't recall
8 when that picture was taken or if it was
9 ever testified to when. But, it wasn't in a
10 broken condition when the picture was taken.

11 There was also a
12 wooden table broken and various other items
13 of hers broken or damaged. Computers
14 damaged. Computers missing. Computers
15 taken. Files taken. Amanda walking out of
16 the building with something in her hand.
17 Mike Walker walking out of the building with
18 something in hand. There were pictures
19 evidencing this.

20 The fact that Amanda
21 cursed and mocked, made fun of Caroline, the
22 girlfriend of Mike's, on 2/2/05.

23 Angel allowed Randy
24 Trammel to change the locks, which prevented
25 Mike from removing his items. Randy Trammel

1 So, Angel says his
2 employee was up there and let them in. So,
3 apparently, there were a lot of people that
4 had keys running around. And, we don't know
5 who these people were. We don't know if
6 they had a criminal background or anything
7 else. We don't know. But, we know who was
8 in control and in charge of this building,
9 was Jean or her agent.

10 Nevertheless, I find
11 that Angel was in charge, had control of the
12 building and Mike's items. She had control
13 of them as well. Even if she acted
14 willfully, or maliciously or intentionally.
15 And, I really don't find that she acted that
16 way personally. There was some testimony
17 that she may have said something. But, she
18 said she didn't, but her daughter did.

19 But, I find that she
20 did act indifferently as to the consequences
21 of what happened to Mike's property. And,
22 therefore, Jean is liable, or The Mill is
23 liable, or the Trust is liable. All the
24 Defendants are liable to Mike for the amount
25 that he's testified to: \$17,485.

1 threatened arrest, to have Mike arrested if
2 he didn't leave the premises and remove his
3 vehicles from the parking lot. So, Mike
4 did that.

5 Randy allegedly gave
6 keys to Mike Walker who doesn't recall; he
7 denies. Randy says he wasn't there on the
8 day the items were removed for storage.
9 But, Walker must have let them in, is what
10 Randy Trammel says. Walker denies letting
11 anybody in that day.

12 Walker says he was
13 never in the apartment before the items were
14 removed on 2/2 after eviction. However, he
15 showed Gibbs the apartment, who is the
16 ultimate purchaser of the apartment,
17 sometime before closing on 2/3/05.

18 Angel says that an
19 employee of Randy had a key and let them in
20 on the 2nd. That wasn't consistent with
21 Randy Trammel's testimony who did not give a
22 key to anybody other than Walker. He said
23 that must be how they got in was through
24 Walker. He didn't testify he had his
25 employee up there to let them in.

1 And, some of the
2 reasons for this is that Angel allowed her
3 mother to take a mirror and some wire. She
4 allowed her daughter in the building,
5 knowing that her daughter, Amanda, had had
6 some criminal problem. I don't know exactly
7 what it was. But, some. And, that Amanda
8 did not have any use for Caroline. And,
9 that she had cursed her and mocked her.

10 And, she allowed
11 Randy Trammel and/or his employees free
12 access to the apartment and building. She
13 allowed Mike Walker access. I feel like she
14 breached her duty to not allow something
15 adversely to happen to Mike's property. To
16 be totally indifferent to the consequences
17 of what might happen.

18 As of the date that
19 these items were removed, he was denied use
20 of the property January 25, 2005, I'll allow
21 him 10 percent interest from the date;
22 judgment of that date.

23 As far as
24 Defendant's claim for malfeasance,
25 misfeasance, conversion, et cetera, I find

1 there was no evidence at all in this Court
2 that there was any malfeasance, misfeasance
3 or conversion of property by Mike
4 Echevarria.

5 And, he had the Rub
6 leased for \$2800 or 3000. He had Highland
7 rented, or Crossroads, for 5000. The Alley
8 for 15 or 25 cents a square foot. Intrigue
9 for 5000. I feel like that he was really
10 energetic and doing a good job.

11 He worked several
12 hours a day. He worked very well diligently
13 and hard to get tenants to do whatever they
14 wanted to get them to come there. Like
15 Intrigue, he spent months wooing her there.

16 I don't find that he
17 converted any funds. I know he used funds
18 from the Discovery and from the NBC. But,
19 he wasn't being compensated any money. He
20 was — The deal was, he was going to split
21 after it was over.

22 I just have to find
23 I guess, that that might be implied. That
24 one has to have food to eat to survive.
25 And, not only was this food, but this was

1 alcohol and so forth that he bought. But, I
2 think recreation and things like that, I
3 understand that people — No life at all for
4 five years would be the same thing as being
5 in prison.

6 So, that's not a
7 stretch of my imagination to see that there
8 was implied and understood that he would be
9 using some of the funds from the NBC
10 account. And, the Discovery card was just
11 handed to him with a \$12,000 limit. And, it
12 was testified it was to cover his cost of
13 living. I don't find that these were
14 inappropriate. Certainly, not a conversion.
15 And, he's testified honestly and truthfully
16 about them, that they should be credited
17 against, or debited against what judgment he
18 has.

19 I'm going to require
20 Defendant to pay the court cost. That's all
21 my findings; all my conclusions. Mr. Kane,
22 Ms. Kane, if you'll prepare the order.

3 MR. KANE: Yes, Your Honor.

4 THE COURT: Thank you.

5 THIS CONCLUDES THE CHANCELLOR'S RULING.

REPORTER'S CERTIFICATE

1
2
3 I, Teresa D. Hatcher, Court
4 Reporter, do hereby certify: That I
5 reported the CHANCELLOR'S RULING IN THE
6 MATTER OF: MICHAEL ECHEVARRIA VERSUS JEAN
7 ECHEVARRIA AND THE JEAN ECHEVARRIA TRUST,
8 being case No. 05-040 on December 1, 2006.

9 The said testimony was reduced to
10 typewritten form, and the foregoing
11 transcript (Pages 1-50) is a true and
12 accurate record of said proceedings to the
13 best of my skills and ability.

14 Further, that I am neither counsel
15 for nor related to any of the parties
16 involved therein, and I have no financial or
17 otherwise interest in the outcome of these
18 proceedings whatsoever.

19 This _____ day of _____, 2006.

20
21
22 ~~Teresa D. Hatcher~~
23 Court Reporter

24 My commission expires: March 9, 2008

25

FILED

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CR. JPS
CLERK OF THE COURT

PET
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Attorney for Guardian and Trustee Angel Echevarria

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the Person and Estate of	}	Case No.: G 27262
JEAN R. ECHEVARRIA,		Dept. No.: H
an adult ward.	}	Date of Hearing:
		Time of Hearing:

**PETITION FOR APPROVAL OF ATTORNEYS FEES AND COSTS; PETITION FOR
REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL, ESQ., AS GUARDIAN AD
LITEM**

Elizabeth Brickfield, Esq., of the law firm of Lionel Sawyer & Collins, counsel of record for Angel Echevarria, Guardian of the Person and Special Guardian of the Estate of Jean R. Echevarria (the "Ward"), and Trustee of the Jean R. Echevarria Trust, dated May 30, 2000, (the "Trust"), hereby petitions this Court pursuant to NRS 159.105, NRS 159.183, NRS 164.040, and NRS 153.070 for an order approving the attorneys' fees and costs incurred by Ms. Echevarria in this matter and ordering Ms. Echevarria as Guardian and Successor Trustee to pay those attorneys' fees and costs from the Ward's Trust. In addition, Michael Echevarria was ordered by this Court to pay eighty-five percent (85%) of the five thousand eight hundred thirty-five dollars (\$5,835.00), or four thousand nine hundred fifty nine and 75/100 dollars (\$4,959.75), of the fees incurred by the Guardian Ad Litem. Although the guardianship estate paid these fees, Mr. Echevarria has not reimbursed the guardianship.

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1 1. On January 5, 2005, this Court appointed Angel Echevarria as Special Guardian of
2 the Estate of Jean Ruth Echevarria and General Guardian of the Person of Jean Ruth Echevarria, took
3 jurisdiction of the Jean R. Echevarria Trust, dated May 30, 2000, as a proceeding in rem, and
4 confirmed Ms. Echevarria as Trustee of the Jean R. Echevarria Trust, dated May 30, 2000. *See*,
5 January 7, 2005 Order, attached as Exhibit 1

6 2. As noted above, on April 6, 2005, this Court ordered Michael Echevarria to pay
7 eighty-five percent (85%) of the five thousand eight hundred thirty-five dollars (\$5,835.00), or four
8 thousand nine hundred fifty nine and 75/100 dollars (\$4,959.75), of the fees incurred by the Guardian
9 Ad Litem, Elyse Tyrell, Esq. *See*, April 6, 2005 Order Requiring Guardian Of Ward's Estate To
10 Satisfy Fees And Costs Of Guardian Ad Litem, attached as Exhibit 2, and Petition For Order
11 Requiring Ward's Guardianship Estate To Satisfy Fees And Costs Of Guardian Ad Litem, attached
12 as Exhibit 3. Although the guardianship estate paid these fees, Mr. Echevarria has not reimbursed
13 the guardianship. As such, under NRS 159.105 and NRS 159.183, this Court should order Michael
14 to reimburse the guardianship estate \$4,959.75 for the guardianship estate's payment of Mr.
15 Echevarria's portion of the Guardian Ad Litem's fees.

16 3. Ms. Echevarria as Guardian of Jean Echevarria and as Trustee of the Jean R.
17 Echevarria Trust has incurred significant attorneys' fees and costs in her defense of the Ward and
18 the Ward's Trust from claims brought against the Ward and her Trust in multiple jurisdictions, as
19 she is authorized and instructed to do for the Ward under NRS 159.095, NRS 159.083, NRS 159.089
20 and NRS 159.077. Attached as Exhibit 4 is the Affidavit of Elizabeth Brickfield, Esq., and the
21 billing statement from Lionel Sawyer & Collins for the period of December 1, 2004 through March
22 29, 2007, showing fees of \$53,217.75 and costs of \$3,239.30 incurred in this matter.

23 4. This Court has authority under NRS 159.105 and NRS 159.183 to approve payment
24 of the attorneys' fees and costs incurred by the Guardian and to authorize those fees and costs to be
25 paid from the Ward's estate.

1 5. It is well-established under Nevada law that the attorneys' fees and costs qualify as
2 an expense incurred by the guardian in performance of her duties, and that such expense is
3 authorized by NRS 159.183, entitling the guardian to a credit from the Ward's estate for those fees
4 and costs if the services of counsel were necessary and the charges reasonable. Sarman v.
5 Goldwater, Taber & Hill, 80 Nev. 536, 539 (1964).

6 6. If litigation is "necessary to assert or defend the ward's rights" and the expenditure
7 is reasonable, then "the legal expenses and costs of such litigation" are allowable to the guardian,
8 regardless of the outcome of the litigation." 39 Am.Jur.2d, Guardian and Ward, §218 (1999), citing
9 Sarman v. Goldwater, Taber & Hill, 80 Nev. 536, 539 (1964).

10 7. Here, Ms. Echevarria had a duty to participate in defending the Ward and the Ward's
11 Trust in litigation brought against the Ward in multiple jurisdictions. As Guardian of the Ward's
12 Person, Ms. Echevarria was required under NRS 159.095(3) to join with the Guardian Ad Litem in
13 representing the Ward in the multi-jurisdictional litigation, which she did.

14 8. In this matter, Ms. Echevarria's counsel has participated for over two years with the
15 Guardian Ad Litem in complex litigation arising from multiple claims brought in multiple
16 jurisdictions against the Ward and the Ward's trust. See, Exhibit 4. These expenses, incurred as a
17 result of the claims brought against the Ward, and not through litigation initiated by the Guardian,
18 should be approved by the Court and reimbursed to the Guardian under NRS 159.183 and NRS
19 159.105 from the Ward's estate.

20 9. Alternatively, having taken jurisdiction of the Trust as a proceeding in rem under
21 Chapter 164, this Court has authority under NRS 164.040 and NRS 153.070 to approve the payment
22 of the attorneys' fees and costs incurred by Ms. Echevarria as Trustee and to direct those fees and
23 costs be paid from the Trust estate.

24 10. NRS 164.900 and NRS 164.905 specifically instruct the Trustee to pay the attorneys'
25 fees and costs incurred in connection with the Trust's judicial proceedings, as well in connection
26 with the administration, management or preservation of trust property, out of the Trust estate.

11. In Hannam v. Brown, 114 Nev. 350, 362 (1998), the Court held that the district court's "refusal to reimburse the co-trustees for their reasonably necessary expenses," which included their attorneys' fees and costs, from the trust estate was an abuse of its discretion. Similarly, in Harvey v. Streeter, 81 Nev. 177, 186 (1965), the Court noted that "the propriety of awarding legal fees to the attorneys representing the trust" is "beyond question." Accordingly, this Court should enter an Order authorizing and directing Ms. Echevarria's attorneys fees and costs totaling \$56,457.05 to be paid from the Ward's Trust.

12. As such, Elizabeth Brickfield, Esq., of the law firm of Lionel Sawyer & Collins, counsel of record for Guardian and Trustee Angel Echevarria, requests that this Court set this matter for hearing and enter an Order approving the attorneys' fees and costs incurred by Ms. Echevarria in this matter totaling \$56,457.05, instructing Ms. Echevarria as Special Guardian of the Estate of Jean R. Echevarria, Guardian of the Person of Jean R. Echevarria, and Successor Trustee of the Jean R. Echevarria Trust, dated May 30, 2000, to pay her attorneys' fees and costs totaling \$56,457.05 from the Jean R. Echevarria Trust, and ordering Michael Echevarria to reimburse the guardianship estate \$4,959.75 for the guardianship estate's payment of Mr. Echevarria's portion of the Guardian Ad Litem's fees.

Dated this 6th day of April, 2007.

LIONEL SAWYER & COLLINS

By Meredith Stow
Elizabeth Brickfield, Bar No. 6236
Meredith Stow, Bar No. 9203
Lionel Sawyer & Collins
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101
Attorneys for Guardian and Trustee Angel Echevarria

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of April, 2007, service of the foregoing PETITION FOR APPROVAL OF ATTORNEYS FEES AND COSTS; PETITION FOR REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL, ESQ., AS GUARDIAN AD LITEM was made by U. S. Mail addressed to the following address:

Jean R. Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

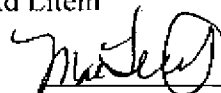
Darius A. Baghai, Esq.
144 S. Palm Drive, 1st floor
Beverly Hills, CA 90212
Counsel for Jean R. Echevarria

Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highlands Drive
Henderson, NV 89052

Cary Colt Payne, Esq.
Cary Colt Payne Chtd.
700 South Eighth Street
Las Vegas, NV 89101
Counsel for Michael Echevarria

Elyse Tyrell, Esq.
8367 West Flamingo, #100
Las Vegas, NV 89147
Guardian Ad Litem



an employee of
LIONEL SAWYER & COLLINS

LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA
PLAZA
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LAS VEGAS, NEVADA 89101
PHONE 702.383.8888
FAX 702.383.8845

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding PETITION FOR APPROVAL OF ATTORNEYS FEES AND COSTS; PETITION FOR REIMBURSEMENT OF FEES PAID TO ELYSE TYRELL, ESQ., AS GUARDIAN AD LITEM filed in or submitted for District Court Case number G27262.

☒ Does not contain the social security number of any person.

-OR-

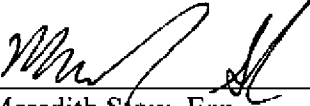
☐ Contain the social security number of a person as required by:

A. A specific state or federal law, to wit: _____

-OR-

B. For the administration of a public program or for an application of a federal or state grant.

Dated this 6th day of April, 2007.



Meredith Stow, Esq.
Lionel Sawyer & Collins

EXHIBIT 1

1 **ORDG**

2 MARK A. SOLOMON, ESQ.
3 Nevada State Bar No. 0418
4 ELIZABETH BRICKFIELD, ESQ.
5 Nevada State Bar No. 6236
6 LIONEL SAWYER & COLLINS
7 1700 Bank of America Plaza
8 300 South Fourth Street
9 Las Vegas, Nevada 89101
10 (702) 383-8888
11 Attorneys for Angel Echevarria

FILED

JAN 7 4 20 PM '05

Shirley J. Givens

12 **DISTRICT COURT, FAMILY COURT**
13 **CLARK COUNTY, NEVADA**

14 In the Matter of the Guardianship of the) Case No. G 27262
15) Dept. No. E
16 Estate of JEAN RUTH ECHEVARRIA,)
17) Date of Hearing: January 5, 2005
18 Adult Ward) Time of Hearing: 9:00 a.m.
19)
20)
21)
22)
23)
24)

25 **ORDER APPOINTING ANGEL ECHEVARRIA AS GENERAL GUARDIAN OF THE**
26 **PERSON OF JEAN RUTH ECHEVARRIA AND SPECIAL GUARDIAN OF THE ESTATE**
27 **OF JEAN RUTH ECHEVARRIA; ORDER ASSUMING JURISDICTION OF THE JEAN**
28 **RUTH ECHEVARRIA TRUST; ORDER DIRECTING THE SALE OF AN ASSET OF THE**
MILLS AT LEBANON, LLC; ORDER ASSESSING THE FEES OF ELYSE TYRELL, ESQ.;
ORDER APPOINTING ELYSE TYRELL AS GUARDIAN AD LITEM.

29 The Petition of Michael Echevarria and Nevada Fiduciary Services to be appointed as
30 General Guardian of the Estate of Jean Ruth Echevarria and the Opposition of Angel Echevarria to
31 Michael Echevarria's Petition and her Counter-Petition to be Named Guardian or Alternatively to
32 dismiss the proceedings came before the Court.

33 Present at the hearing were JEAN RUTH ECHEVARRIA, ANGEL ECHEVARRIA, JEAN
34 RUTH ECHEVARRIA's daughter and her counsel of record, ELIZABETH BRICKFIELD, ESQ. of
35 the law firm of LIONEL SAWYER & COLLINS, KIM BOYER, ESQ. of the law firm of BOLICK
36 BOYER & GOODSSELL, on behalf of MICHAEL ECHEVARRIA and NEVADA FIDUCIARY

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101

1 SERVICES, who were not present and ELYSE TYRELL, ESQ. of the law firm of PATRICIA
2 TRENT & ASSOCIATES, the investigator appointed by stipulation of the parties.

3 The Court, having considered the pleadings, heard the arguments of Counsel and having
4 interviewed JEAN RUTH ECHEVARRIA in camera made the following findings and orders.

5 The Court finds that JEAN RUTH ECHEVARRIA executed a valid estate plan, including
6 the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust, a Durable Power of Attorney, a Durable
7 Power of Attorney for Health Care and a Nomination of Guardian of her Person under her Last Will
8 and Testament.

9 The Court finds that JEAN RUTH ECHEVARRIA designated ANGEL ECHEVARRIA to
10 serve as Successor Trustee of the JEAN RUTH ECHEVARRIA TRUST; to serve as JEAN RUTH
11 ECHEVARRIA's agent for health care and all general purposes; to serve as Guardian of her Person
12 if necessary and that these designations are valid and in effect.

13 The Court finds that it has jurisdiction of the JEAN RUTH ECHEVARRIA TRUST as a
14 Nevada Trust and that ANGEL ECHEVARRIA is confirmed as successor trustee of the Trust:

15 The Court finds that one hundred percent of the membership interests of the Mill at Lebanon,
16 LLC is owned by the JEAN RUTH ECHEVARRIA TRUST;

17 The Court finds that JEAN RUTH ECHEVARRIA knows and understands the financial
18 conditions that make it in her best interest that the real property which is an asset of the Mills at
19 Lebanon, LLC be sold, as she has invested hundreds of thousands of dollars in the property; the
20 property is in poor condition and would require the replacement of the roof; the property is in
21 foreclosure and back taxes are owing;

22 The Court finds that it has general jurisdiction over the person of MICHAEL ECHEVARRIA
23 in that he submitted to this Court's jurisdiction by coming before this Court to seek his appointment
24

1 as Temporary and General Guardian of the Estate of JEAN RUTH ECHEVARRIA and placing the
2 issue of the sale of the real property owned by the Mills at Lebanon, LLC before this Court and that
3 any claims he is asserting against the Mills at Lebanon, LLC are claims that are properly before this
4 Court in this proceeding as one hundred percent of the membership interest in the Mills at Lebanon,
5 LLC is an asset of the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust;
6

7 The Court respectfully offers its suggestion to the Tennessee Court that in the name of
8 judicial economy and efficiency the Guardianship Court of the Eighth Judicial District Court, Clark
9 County, Nevada having all parties and the issues before it is the more appropriate forum for the
10 resolution of all issues relating to any claims being made by MICHAEL ECHEVARRIA that he has
11 an interest as a creditor of the Mills at Lebanon, LLC;
12

13 The Court respectfully notifies the Tennessee Court that the Guardianship Court of the Eighth
14 Judicial District Court, Clark County, Nevada is prepared to hold the proceeds from the sale of the
15 Mills at Lebanon, LLC real property in escrow pending resolution by the Guardianship Court of any
16 claims of MICHAEL ECHEVARRIA against such assets;
17

18 The Court finds that the privacy of JEAN RUTH ECHEVARRIA is to be respected and that
19 her financial affairs and estate planning documents are to remain protected and private;

20 The Court finds that pursuant to NRS 159.046(4) that MICHAEL ECHEVARRIA
21 unnecessarily or unreasonably caused the appointment of ELYSE TYRELL to investigate this matter
22 and is therefore liable for eighty-five percent of the expenses associated with the investigation.

23 GOOD CAUSE appearing;

24 IT IS HEREBY ORDERED that ANGEL ECHEVARRIA is appointed as Special Guardian
25 of the Estate of JEAN RUTH ECHEVARRIA with the authority to act in accordance with the
26 provisions of NRS 159.083 and to serve as such without bond;
27
28

**PLEADING
CONTINUES
IN NEXT
VOLUME**

IN THE SUPREME COURT OF THE STATE OF NEVADA

In the Matter of: THE GUARDIANSHIP
OF THE PERSON AND ESTATE OF
JEAN RUTH ECHEVARRIA, AN ADULT
WARD,

Case No: G027262
SC Case No: 65598

MICHAEL A. ECHEVARRIA,
Appellant

vs.
ROBERT L. ANSARA; AND ANGEL
ECHEVARRIA,
Respondents,

RECORD ON APPEAL VOLUME 2

ATTORNEY FOR APPELLANT
MICHAEL ECHEVARRIA,
PROPER PERSON
10632 PENROSE ST.
SUN VALLEY, CA 91352

ATTORNEY FOR RESPONDENT
ELYSE M. TYRELL, ESQ.
11920 SOUTHERN HIGHLANDS PKY.,
STE. 201
LAS VEGAS, NV 89141

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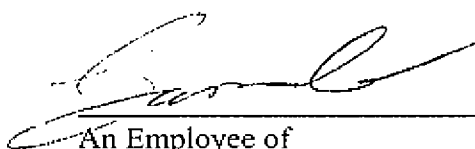
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MICHAEL A. ECHEVARRIA
NEVADA CASE MANAGEMENT, INC.
c/o Kim Boyer, Esq.
Bolick Boyer & Goodsell
6060 West Elton, Suite A
Las Vegas, NV 89107

Elyse M. Tyrell, Esq.
8367 West Flamingo, #100
Las Vegas, NV 89147


An Employee of
LIONEL SAWYER & COLLINS

Prepared By:
Jeffrey L. Burr & Associates
4455 S. Pecos
Las Vegas, Nevada 89121

When Recorded, Mail to:
Jeffrey L. Burr & Associates
4455 S. Pecos
Las Vegas, Nevada 89121

AFFIDAVIT OF SUCCESSOR TRUSTEE

STATE OF NEVADA)
) SS:
COUNTY OF CLARK)

ANGEL L. ECHEVARRIA, being first duly sworn, deposes and says as follows:

1. That JEAN R. ECHEVARRIA created the "JEAN R. ECHEVARRIA TRUST" dated May 30, 2000, and amended on June 14, 2001, wherein JEAN R. ECHEVARRIA was designated as the original Trustor of the trust.

2. That on November 11, 2004, JEAN R. ECHEVARRIA was deemed legally incapacitated by two licensed physicians. Copies of the Physician's certifications of incapacity are attached hereto as Exhibits "1" and "2".

3. That JOSEPH "RENT" MARTINEZ. is named in the trust instrument to act as the Successor Trustee of the Trust. JOSEPH "RENT" MARTINEZ has declined to serve as Successor Trustee, and has signed a Declination which is attached hereto as Exhibit "3".

4. That ANGEL L. ECHEVARRIA hereby files this Affidavit and accepts the office of the Successor Trustee of the "JEAN R. ECHEVARRIA TRUST" dated May 30, 2000.

5. No real property was conveyed to the "JEAN R. ECHEVARRIA TRUST" dated May 30, 2000.

Dated: 11-30-04

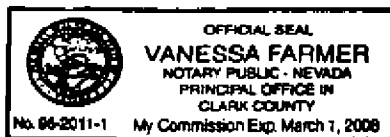


ANGEL L. ECHEVARRIA, Successor Trustee

SUBSCRIBED and SWORN to before me
this 30 day of November, 2004.



NOTARY PUBLIC



DECLINATION OF SUCCESSOR TRUSTEE

The undersigned, having been designated to serve as a Successor Trustee of the "JEAN R. ECHEVARRIA TRUST" dated May 30, 2000, hereby declines to serve as a Successor Trustee of the "JEAN R. ECHEVARRIA TRUST ", dated May 30, 2000.

DATED: November 28, 2004


JOSEPH "BENT" MARTINEZ
ANTONIO

NEVADA NEUROLOGICAL CONSULTANTS, LTD.

880 Seven Hills Drive, Suite 200

Henderson, NV 89052

(702) 731-9110

November 11, 2004

RE: PATIENT: ECHEVARRIA, JEAN

To Whom It May Concern:

Jean Echevarria is my patient. She has dementia. I have not seen her in some time but at today's visit it was apparent that Jean's condition is worsening. She has dementia, and she may have Alzheimer's disease. Her Mini-mental status exam shows some worsening. At today's visit, her score is 24 out of 30. At the present time, given her worsening memory and cognition I have suggested to Jean and her family that she have someone appointed to handle her personal affairs with respect to power of attorney. She clearly needs someone to assist her in handling her affairs. As I understand it, she has fairly complex financial affairs. I do not believe with her memory as impaired as it is that she can reliably handle any complex financial issues. Someone is going to need to take over the management of her financial affairs, and I would advocate that someone be appointed to handle her interests. Should there be further questions, please contact me.

Sincerely,



Steven A. Glyman, M.D.

SAG/cfb

#12046

Lawrence M. Allen, M.D.
Edward C. Barrera, M.D.
Debra Baylor, M.D.
Victor J. Bonad, M.D.
Dino A. Durkin, M.D.
Howard Colter, M.D.
Michelle Conger, D.O.
Joseph A. DeFella, M.D.

Diagnostic Center of Medicine

Daryl G. Ficklin, D.
Jennifer Leopold, M.
Carolyn J. McKelvie, M.
Russell N. McIlwain, M.
Carmelo V. Diller, M.
William J. Schofield, Jr., M.
Ashish Sharma, M.
Mervyn D. Willard, M.

November 17, 2004

To Whom It May Concern:

RE: JEAN ECHEVARRIA

The patient is a 76-year-old white female, with a diagnosis of Alzheimer's dementia. She has been followed by neurology who has been prescribing her medications for dementia.

Unfortunately, over the past several months, her mental status has been in the decline, and she is being constantly monitored by her relatives. It would seem prudent at this time that a guardian be assigned to this patient to help make medical and financial decisions.

Sincerely,


Daryl Ficklin, D.O.

DF/cfb

GOLDEN
Golden Medical Plaza
2010 Golden Ave., Ste. 100
Las Vegas, Nevada 89108
(702) 398-0540

GREEN VALLEY
861 Coronado Center Drive
Suite 100
Henderson, Nevada 89052
(702) 454-1322

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1540 Alta Drive
Suite 2
Las Vegas, Nevada 89108
(702) 598-8080

2

1 MARK A. SOLOMON, ESQ.
Nevada State Bar No. 0418
2 ELIZABETH BRICKFIELD, ESQ.
Nevada State Bar No. 6236
3 LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
4 300 South Fourth Street
5 Las Vegas, Nevada 89101
(702) 383-8888

6 Attorney(s) for Respondent
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DISTRICT COURT
CLARK COUNTY, NEVEDA

13
14 In the matter of the Guardianship
15 of the Estate of

16 JEAN RUTH ECHEVARRIA
17

Case No.: G27262
Dept. No.: E

DECLARATION OF MARC ASHEGHIAN

18 Date: December 7, 2004
19 Time: 9:00 a.m.
20 Dept: E
21

22 I, MARC ASHEGHIAN, declare as follows:

23 1. I am certified public accountant, duly licensed to practice in the State of California, and have
24 done accounting and financial planning for Jean R. Echevarria for over one year. I also represent Jean
25 Echevarria in relation to constructing profit/loss statements and balance sheets concerning her
26 property known as The Mill at Lebanon located at 218 North Maple Street, Lebanon, Wilson County,
27 Tennessee ("The Mill"). As such I have personal knowledge of the facts set forth herein that I know
28

- L -

1 to be true and correct and, if called as a witness, I could and would competently testify under oath,
2 with respect to the following:

3 2. Since being introduced to Jean and Angel Louise Echevarria by Darius A. Baghai, Esq., I
4 have reviewed Jean's financial and tax matters. I determined that Jean's primary source of income
5 was from the property located at 3820 Union Pacific Avenue and 3875 Noakes Street, Los Angeles,
6 California 90023 ("Union Pacific Property"), which she co-owns with her ex-husband Angel M.
7 Echevarria. I also determined that she had been and would continue to lose large amounts of money
8 from her property in Tennessee. Although I am still trying to account for the total amount of money
9 spent by Jean on the purchase, remodeling, mortgage, taxes, and maintenance of the property, I
10 estimate that she has lost hundreds of thousands of dollars. The Mill has put her in a very risky
11 financial position given that it has not been cash flow positive, and that it has created liabilities. In
12 early 2004, I advised both Jean and Angel Louise to try to sell The Mill at the best price they could
13 and decrease their risk exposure.

14 3. Soon after I was asked to review financial information for The Mill, I realized that, in fact,
15 little to no accounting, or any financial statement had been done for the property since the purchase.
16 Although Michael Echevarria was the property manager, he had not provided any statements
17 indicating profits/losses, receipts for capital improvements, or rent rolls. I was asked to account for
18 past years financials so that it could be shown to potential buyers. In attempting to obtain the
19 financial information, Michael Echevarria, although seeming to cooperate, would only provide
20 incomplete or inconsistent information. Consequently, it has taken months longer than we
21 anticipated. There are still expenses and costs for which we do not have proper documentation. I
22 understand that Jean must now pay the Bank of Nashville and the tax collectors in Lebanon, which
23 are some of the risk issues I wanted them to avoid through an early sale.

24 4. At all times in my representation of Jean and in the few personal meetings I have had with
25 Jean Echevarria, she used Angel Louise as her intermediary. In fact, Angel Louise accompanied Jean
26 from Nevada and attended all in-person meetings with Jean. Michael Echevarria's name was only
27 mentioned in relation to the management of The Mill. At no time did Jean suggest that she wanted
28

1 Michael Echevarria to be present or informed of her financial information.

2
3 I declare under penalty of perjury under the laws of the State of California the foregoing is
4 true and correct and that I have executed this document on the December 7, 2004, at Los Angeles,
5 California.


6 MARC ASHEGHIAN
7 Declarant
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1 MARK A. SOLOMON, ESQ.
2 Nevada State Bar No. 0418
3 ELIZABETH BRICKFIELD, ESQ.
4 Nevada State Bar No. 6236
5 LIONEL SAWYER & COLLINS
6 1700 Bank of America Plaza
7 300 South Fourth Street
8 Las Vegas, Nevada 89101
9 (702) 383-8888

10 Attorney(s) for Respondent

11 DISTRICT COURT
12 CLARK COUNTY, NEVEDA

13 In the matter of the Guardianship
14 of the Estate of

15 JEAN RUTH ECHEVARRIA

Case No.: G27262
Dept. No.: E

DECLARATION OF DARIUS A. BAGHAI

Date: December 7, 2004
Time: 9:00 a.m.
Dept:

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19 //

20 I, DARIUS A. BAGHAI, declare as follows:

21 1. I am an attorney at law, duly admitted to practice before the Supreme Court of the State of
22 California, and am one of the attorneys for Jean R. Echevarria and Angel M. Echevarria (Jean's ex-
23 husband) in the California Superior Court case of *99# Only Stores, Inc. vs. Angel M. and Jean*
24 *Echevarria*, Case No BC307817, and have been representing them for over one year. I also represent
25 Jean Echevarria in relation to a variety of real estate matters concerning her property known as The
26 Mill at Lebanon located at 218 North Maple Street, Lebanon, Wilson County, Tennessee ("The
27 Mill"). As such I have personal knowledge of the facts set forth herein that I know to be true and
28 correct and, if called as a witness, I could and would competently testify under oath, with respect to

1

DECLARATION OF DARIUS A. BAGHAI

1 the following:

2 2. Since being retained by Angel M. and Jean Echevarria in late September 2003 I have had
3 many occasions to communicate with her regarding matters dealing with the Property located at 3820
4 Union Pacific Avenue and 3875 Noakes Street, Los Angeles, California 90023 ("Union Pacific
5 Property") in which she is a co-owner. Because Jean Echevarria had been diagnosed with
6 Alzheimer's/dementia, and, although she was still able to understand issues and make decisions, she
7 did require assistance. Her daughter Angel Louise Echevarria was selected by Jean Echevarria to be
8 her intermediary in relation to all matters that I have worked on for Jean. In fact, to the best of my
9 knowledge Michael Echevarria was not involved in Jean's daily financial and legal matters. In
10 December 2003 99¢ Only Stores, Inc. ("99¢") filed a lawsuit regarding the sale of the Union Pacific
11 Property. Angel Louise Echevarria has been the primary contact for Jean in regards to all matters
12 dealing with this litigation and the Union Pacific Property, as well as The Mill at Lebanon.

13 3. In November 2003 Angel Louise Echevarria called me and asked me to help her with a loan
14 that was coming due for The Mill at Lebanon. The Mill had been purchased on the advice of Michael
15 Echevarria sometime in late 2000 or early 2001 and had only lost money up to that time. The Bank
16 of Nashville, who was the mortgage holder, was unhappy with the consistently late mortgage
17 payments, and was inclined to call the loan due when it matured in late December 2003. At that time,
18 there were no potential buyers and Jean could not afford to pay in excess of \$590,000 to the Bank of
19 Nashville, in addition to what her accountant estimates to be hundreds of thousands spent on
20 remodeling and mortgage payments. As requested by Angel Louise, I negotiated with the Bank of
21 Nashville where Jean Echevarria would pay down the loan by about \$50,000, would bring the
22 payments current (given that Michael Echevarria had not yet paid any of the mortgage payments
23 from the revenues of The Mill), and in return the Bank of Nashville would extend the Loan to
24 December 2, 2004. I advised Angel Louise and Jean that this would allow them time to find a buyer
25 for The Mill and that they needed to immediately obtain all the rent rolls, profit/loss statements, and
26 balance sheets from Michael Echevarria who was the property manager and president of The Mill at
27 Lebanon, LLC. As it turned out, no accounting had been done for The Mill in years, and, in fact, The
28 Mill had been a money pit for Jean since the beginning.

1 4. In late 2003, I introduced Jean to Marc Asheghian, an accountant and tax-planning expert in
2 Los Angeles with The Tax Consultancy Group. Mr. Asheghian worked with Angel Louise and Jean
3 to review Jean's income tax and provide financial planning. In addition, Mr. Asheghian, in early
4 2004, began working with Angel Louise and Michael Echevarria to construct necessary financial
5 documents for The Mill at Lebanon. The process of completing The Mill's financials has taken
6 months longer than necessary due to the fact that the financial information that Michael Echevarria
7 provided was incomplete, inconsistent, or incorrect. In fact, the financial statements are just now
8 being completed. During the first few months of 2005 Michael Echevarria discouraged Angel Louise
9 and Jean from looking for a real estate broker and any buyer.

10 5. In the summer of 2004 Angel Louise, on behalf of Jean, interviewed and selected a real estate
11 agent by the name of Mike Walker with Cumberland Real Estate in Lebanon, TN. Soon thereafter a
12 real estate developer put in an offer to purchase the property for \$1,000,000.00, and wrote a check for
13 \$100,000.00 as a deposit. Michael Echevarria insisted that this was an extremely low price, and stated
14 that he was unwilling to sell The Mill at this price. Several other interested parties looked at The Mill
15 but because of reasons ranging from a lack of positive cash flow to the fact that large parts of The
16 Mill are unoccupied and need extensive repairs. Finally, a buyer gave an offer for about \$950,000.00
17 knowing that the Mill needed extensive remodeling, but after inspections and the discovery that the
18 buildings needed hundreds of thousands of dollars of repairs he adjusted his offer to \$850,000.00.

19 6. At or about September 2004 Mike Walker called me and informed me that he had just
20 discovered that there was a pending tax sale for The Mill and that it was about to be published in the
21 local newspaper. He also stated that this could potentially decrease the value of The Mill even
22 further. I called Mr. Rochelle, Esq., the attorney representing the tax collectors in Lebanon, TN, and
23 he informed me that property taxes had not been paid for over two years and that that 2004 taxes
24 would make it three years of taxes that would be due. After explaining that we have a pending sale,
25 Mr. Rochelle agreed to postpone the tax sale so that we could proceed. I informed Michael
26 Echevarria of both the issues of the Bank of Nashville loan due date and the tax sale. Apparently, he
27 had been aware that the taxes had not been paid.

28 7. Michael Echevarria continued to disagree that The Mill should be sold for \$850,000.00 and

1 argued that a train station that was to be built nearby would increase the property values. I
2 encouraged him to find alternative possibilities or other buyers. We spoke with an appraiser, Mr.
3 Clint Storey, which Michael had worked with in the past so that we could possibly reappraise The
4 Mill taking the train station into consideration. However, that could not be done in the time frame (it
5 would take weeks of research and thousands of dollars) that was available and the appraiser stated
6 that train station's effect was very difficult to ascertain. Michael and I also had a conference call with
7 Charles Sanger, a real estate broker and investor, who stated that the train station would not affect the
8 property value of the Mill for years because it was going to be such a low volume commuter train.
9 Mr. Sanger also stated that The Mill was a unique property and that it would take time to find a buyer
10 with vision to pay top dollar for The Mill.

11 8. Michael Echevarria then stated in October 2004 that he thought his mother was incompetent
12 and that any contract she signed could not be valid. This was the first time he had raised this issue. I
13 informed the buyer's agent of this fact, and suggested to Angel Louise to contact her estate lawyer in
14 Nevada to resolve how to determine her competence and how to determine who would be her
15 guardian or conservator.

16 9. I wrote several letters in November 2004 to Michael and Jean Echevarria regarding the sale of
17 the property and the possible problems that may arise if Jean does not sell the property. I have
18 attached true copies of those letters to this declaration as Exhibits "1" through "3." Exhibit "1" is a
19 true copy of my faxed letter dated November 5, 2004 to Michael Echevarria. This November 5th
20 letter was attached to the Petitioner's Exparte Motion and it was modified/redacted in order
21 not show all of the relevant parts of my letter. Exhibit "2" is a true copy of a faxed letter dated
22 November 9, 2004 to Michael Echevarria. Exhibit "3" is a true copy of a faxed November 12, 2004
23 letter to Michael Echevarria.

24 //


25 //

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28 //

1 I declare under penalty of perjury under the laws of the State of California the foregoing is true and
2 correct and that I have executed this document on the December 7, 2004, at Los Angeles, California.
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DARIUS A. BAGHAI
Declarant

5

DECLARATION OF DARIUS A. BAGHAI

EXHIBIT 1

4

CORBIS & FERRUM

ATTORNEYS AT LAW

FAX SHEET

TO: Michael Echevarria
(615) 453-5143Fax

FROM: Darius A. Baghai, Esq.
(310) 622-8799

RE: Letter re The Mill and Jean capacity

DATE: November 5, 2004

OF PAGES: 4 pages total (including cover page).

NOTES:

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144 S. Palm Drive, First Floor, Beverly Hills, CA 90212

Fax: (310) 861-9061, Tel.: (310) 622-8799

CORBIS & FERRUM

INTERNATIONAL PHOTOGRAPHY & COLLECTIONS

VIA US CERTIFIED MAIL & FAX
November 5, 2004

Michael Echevarria
The Mill
300 North Maple Street
Lebanon, TN 37087

Angel Louise Echevarria
12 Desert Highland Drive
Henderson, NV 89052

RE: Real Estate deal for The Mill At Lebanon and Jean Echevarria.

Dear Michael & Angel,

Yesterday I had a long conversation with Michael regarding the sale of the Lebanon, Tennessee property known as The Mill. It is Michael's opinion that The Mill is worth more than the current \$850,000 offer that we have even though property taxes have not been paid in close to three years, bank notes are due in six weeks, and financial information is still incomplete. Mike Walker confirmed that although we had a \$1 million written offer with a \$100,000 earnest money check provided to given to him several months ago (see attached documents), that written offer was turned down based on Michael Echevarria's insistence.

So far only one buyer has accepted to purchase the property for \$850,000 in "as is" condition. Because Michael has raised the issue that Jean Echevarria is not legally competent to take care of her own financial affairs, the issue is raised whether the contract signed by Jean is enforceable. As her attorney I have recently seen that her Alzheimer's condition has worsened. I recommend that you consult an attorney in Nevada regarding setting up a guardian or conservatorship for Jean - a recommendation I had made some time ago. It is possible that Jean's will or trust documents may provide for guidelines that deal with her mental or physical incapacity. I am not an expert in legal capacity, but I do see that she has significant memory problems.

Consequently, I am required to inform you that you should inform the Buyer of The Mill that there may be a dispute as to whether Jean had the capacity to sign the contract. The sooner you give him this notice the less damages he may incur and the less possibility of a lawsuit. I also realize that the Bank of Nashville will be requiring full payment of their debt by the end of December. Angel has been working hard to sell this property before the debt is due given that Jean is not in any financial position to continue funding the losses. It appears that Angel has consulted accountants, several brokers, and attorneys in order to determine the best possible advice for Jean.

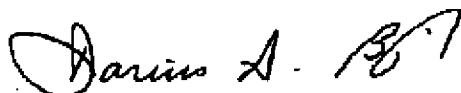
Los Angeles
144 S. Palm Dr., First Floor, Beverly Hills, CA 90212

Washington, D.C.
Tel: (310) 622-8799

Because Michael is the property manager and has a fiduciary duty to Jean, and because Angel has been acting as an intermediary for Jean, I ask both of you to consider the best possible path. Please call me before end of day on Monday November 8, 2004. I will have to inform the Buyer by that day unless one of you inform me that she has legal capacity or you have legal authority to decide for her.

Please contact your estate attorney to determine incapacity issues.

Sincerely,



Darius A. Baghai
Attorney at Law

Los Angeles
144 S. Palm Dr., First Floor, Beverly Hills, CA 90212

Washington, D.C.
Tel: (310) 622-8799

COMMERCIAL PURCHASE AND SALE AGREEMENT

1. Purchase and Sale. The undersigned buyer VASTOLA & Associates, Inc. ("Buyer") agrees to buy and the undersigned seller _____ ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as: 218 N. Maple Street (Address), Lebanon (City), TN (State), 37087 (Zip), as recorded in U.S.A. County Register Office, 819 deed book(s), 2497 page(s), and further described as Map 0185, Group K, Parcel 025.00, 14.05 acres per survey on 3/31/00 by Crawford Land Survey together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property", as more particularly described in Exhibit "A", or if no Exhibit "A" is attached as is recorded with the Register of Deeds of the county in which the Property is located and is made a part of this Agreement by reference.
2. Purchase Price. The total purchase price for the Property shall be one million U.S. Dollars. (\$1,000,000) ("Purchase Price"), and is subject to all prorations and adjustments and shall be paid by Buyer at the Closing by cash, wire transfer of immediately available funds, cashier's check or certified check.
3. Earnest Money. Buyer has deposited the sum of \$ 100,000 ("Holder"). This sum ("Earnest Money") has been received by with Cumberland Real Estate ("Holder"). This sum ("Earnest Money") shall be deposited in Holder's escrow account within five (5) banking days from the Binding Agreement Date. In the event any Earnest Money check is not honored, for any reason, by the financial institution from which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have three (3) banking days after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds to Holder, this Agreement shall automatically terminate and Holder shall notify the parties of the same. Holder shall disburse Earnest Money only as follows: (a) at Closing; (b) upon a subsequent written agreement signed by Buyer and Seller; (c) as set forth below in the event of a dispute regarding Earnest Money. No party shall seek damages from Holder, nor shall Holder be liable for any such damages, for any manner arising out of or related to the performance of Holder's duties hereunder.
- Disputes Regarding Earnest Money. In the event Buyer or Seller notifies Holder of a dispute regarding the disposition of Earnest Money that Holder cannot resolve, Holder shall settle the dispute as follows: (Select A, B or C below. The section not selected is not part of this Agreement.)
- ☒ A. Reasonable Interpretation by Holder. Holder shall have the right to disburse all or any portion of the Earnest Money upon a reasonable interpretation of this Agreement by Holder. Prior to disbursing Earnest Money pursuant to a reasonable interpretation of this Agreement, Holder shall give all parties fifteen (15) days notice stating to whom the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by Holder prior to the end of the fifteen-day (15) notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Holder shall consider the objection and shall do any or a combination of the following: (i) hold the Earnest Money for a reasonable period of time to give the parties an opportunity to resolve the dispute; and/or (ii) disburse the Earnest Money and to notify all parties.
- ☐ B. Arbitration. Buyer and Seller agree that any earnest money dispute shall be settled by arbitration in accordance with _____ or another arbitrator mutually agreeable to the parties ("Arbitrator"), to settle the earnest money dispute. The award of the Arbitrator shall be final and binding upon the parties hereto, and Holder shall promptly disburse the Earnest Money in accordance with said award. The costs of any such arbitration shall be shared equally between Buyer and Seller and shall promptly be paid directly to the Arbitrator.
- ☐ C. Interplead. Buyer and Seller agree to interplead the Earnest Money into a court of competent jurisdiction. Holder shall be reimbursed for, and may deduct from, any funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to the Holder, and upon payment of such funds into the court registry. Holder shall be released from all further liability in connection with the funds delivered.



11/05/2004 15:41 FAX 815448585

CUMBERLAND REALTY

015/017

VASPOLA & ASSOCIATES INC.
1051 BROADWAY
LEHANN, TN 37087

Date 5-16-04

87-000/041

3412

Pay to the order of Cumberland Realty \$100,000

Deborah M. Murrell Cashier

Academy Bank

For deposit only for the A/C of Mike Murrell
Cumberland Realty
P.O. Box 1086237
PLS 1985P 3412

HP LaserJet 3330



1Voq
310-622-8799
Nov-5-2004 3:12PM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
352	11/ 5/2004	3:09:31PM	Send	16154535143	2:57	5	OK

CORBIS & FERRUM**FAX SHEET**

TO: Michael Schwartz
(612) 453-5843Fax

FROM: Chris A. Baghai, Esq.
(310) 612-8799

RE: Letter to The Mill and Team capacity

DATE: November 5, 2004

OF PAGES: 4 pages total (including cover page).

NOTES:

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1st & Main Bldg, First Floor, Beverly Hills, CA 90242

Fax: (310) 661-9081, Tele: (310) 635-7789

EXHIBIT 2

CORBIS & FERRUM

ATTORNEYS & CONSULTANTS AT LAW

FAX SHEET

TO: Michael Echevarria
(615) 453-5143

FROM: Darius A. Baghai, Esq.
(310) 622-8799

RE: The Mill at Lebanon

DATE: November 9, 2004

OF PAGES: 2 pages total (including cover page).

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144 S. Palm Drive, First Floor, Beverly Hills, CA 90212

Fax: (310) 861-9061, Tel.: (310) 622-8799

CORBIS & FERRUM

ATTORNEYS AT LAW

FAX SHEET

TO: Jean & Angel L. Echevarria
(702) 914-3448

FROM: Darius A. Baghai, Esq.
(310) 622-8799

RE: The Mill at Lebanon, Letter to Michael Echevarria

DATE: November 9, 2004

OF PAGES: 2 pages total (including cover page).

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144 S. Palm Drive, First Floor, Beverly Hills, CA 90212

Fax: (310) 861-9061, Tel.: (310) 622-8799

CORBIS & FERRUM

ATTORNEYS AT LAW

VIA FAX
November 9, 2004

Michael Echevarria
The Mill at Lebanon

Dear Michael,

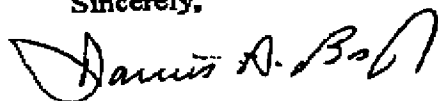
For the last several weeks you have said that you will talk to appraisers and look for other Buyers for The Mill at Lebanon. As you know, the property has three years of losses, and only several months of positive cash flow. We are facing a default on the Bank of Nashville this December, and a tax sale before then. The taxes have not been paid for the last several years and the Bank of Nashville is unwilling to consider any extensions or refinancing. As property manager you must help make the best decision for Jean Echevarria, your mother.

Last Friday you mentioned that you would contest the sale of the property to the only Buyer that is currently willing to buy this property based on the fact that you believe your mother is incapable of making any financial decisions regarding the property. As a result of our last two telephone conversations I have informed Jean's real estate agent, Mike Walker, that the contract may be contested and that he needs to inform the Buyer of this fact.

I have not yet received any information from you concerning working with other banks or buyers that would prevent Jean from defaulting on the property. Nor have I received any analysis from you that would demonstrate that this property is a good investment for your mother. I have asked for the names of banks and bank contacts that may consider refinancing, but you have insisted that you would like to take the lead.

Although Angel and Jean are meeting with Estate lawyers and doctors this week to determine how to handle her memory issues, time is of the essence for your help to prevent financial losses to Jean. Please call me and tell me whether you have any new ideas for the sale of this property or whether you are simply going to contest the sale without any alternatives.

Sincerely,



Darius A. Baghai
Attorney at Law

Cc: Jean & Angel L. Echevarria

Los Angeles
144 S. Palm Dr., First Floor, Beverly Hills, CA 90212

Washington, D.C.
Tel: (310) 622-8799

HP LaserJet 3330



1Voq
310-622-8799
Nov-9-2004 4:34PM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
366	11/ 9/2004	4:33:14PM	Send	16154535143	0:54	2	OK

CORBIS & FERRUM

FAX SHEET

TO: Michael Babcock
(615) 453-5143
FROM: Darlene A. Bagdad, Esq.
(310) 422-8799
RE: The Mall at Lemonade
DATE: November 9, 2004

OF PAGES: 2 pages total (including cover page).

NOTES:

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140 E. Palm Drive, Palm Beach, Beverly Hills, CA 90210

Fax: (310) 422-8799, 2417 (310) 422-8799

HP LaserJet 3330



1Vog
310-622-8799
Nov-9-2004 4:36PM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
367	11/ 9/2004	4:34:52PM	Send	1702914344B	1:25	2	OK

CORBIS & FERRUM

FAX SHEET

TO: Jean R. Angel L. Echeverria
(702) 616-3668

FROM: Darius A. Baghel, Esq.
(310) 633-6759

RE: The Hill at Lebanon, Letter to Michael Echeverria

DATE: November 9, 2004

OF PAGES: 2 pages total (including cover page).

NOTES:

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141 S. Main Street, First Floor, Beverly Hills, CA 90212

Box 1800, Los Angeles, CA 90012 Tel: (213) 625-1100

EXHIBIT 3

CORBIS & FERRUM

ATTORNEYS & COUNSELLORS AT LAW

FAX SHEET

TO: Michael Echevarria
(615) 453-5143 Fax

FROM: Darius A. Baghai, Esq.
(310) 622-8799

RE: Summary of conference call with Charley

DATE: November 12, 2004

OF PAGES: 2 pages total (including cover page).

NOTES: Call me as soon as you can.

This message is only for the use of the individual or entity to which it is addressed, and it may contain information that is privileged or confidential. Do not copy or distribute this communication, or disseminate its information unless you are the addressee, his/her/its agent or employee with the authority to do so. If you have received this communication in error, please notify us immediately by telephone and return the original message to use at the above address via the U.S. Postal Service. Thank you.

144 S. Palm Drive, First Floor, Beverly Hills, CA 90212

Fax: (310) 861-9061, Tel.: (310) 622-8799

CORBIS & FERRUM

REAL ESTATE & CONSTRUCTION ATTORNEYS

VIA FAX

November 12, 2004

Attn: Michael Echevarria
The Mill at Lebanon

Dear Michael:

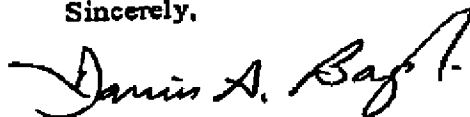
I called your phone number twice this morning, but it went to voice mail. Here is a summary of our conference call with your friend Charley (his last name escapes me at the moment) the top broker from Nashville. He clearly seemed very knowledgeable about commercial real estate in Tennessee, but was not completely aware of the condition of the property, the roofing and water damage problems, and the quality and value of improvements made to The Mill. Nevertheless, he understood the unique elements of the The Mill.

Charley mentioned several points that need to be seriously considered. First, he mentioned that selling this property would take time and that finding a buyer would not be easy. He said that he thought that there were probably less than ten such potential buyers in the Lebanon and Nashville areas. In addition, he agreed that if we file bankruptcy to avoid bank foreclosure that such a filing would decrease the value of the property. Similar to Mike Walker and others, Charley said that because we barely have been break-even for the last few months, that the buyers would not pay a substantial amount based on a revenue analysis. Surprisingly, he mentioned that he did not think that the train station would add much value to the area for at least a few years given that the traffic would be low.

Unfortunately, you, Jean and Angel Louise do not have the financial resources to spend hundreds of thousands of dollars to make additional improvements to the property, to find additional tenants, and to carry a mortgage. The resource limitations, the tax sale, and the bank pay (which was set last December) are very challenging issues. What did you think of Charley's analysis and what do you think we should do next?

Please call me as soon as possible.

Sincerely,



Darius A. Baghai
Attorney at Law

Cc: Jean Echevarria

Los Angeles
144 S. Palm Dr., First Floor, Beverly Hills, CA 90212

Washington, D.C.
Tel: (310) 622-8799

HP LaserJet 3330



1V0q
310-622-8799
Nov-12-2004 11:07AM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
375	11/12/2004	11:06:31AM	Send	16154535143	1:00	2	OK

CORBIS & FERRUM

FAX SHEET

TO: Michael Schervish
(613) 423-6143 Fax

FROM: Darin A. Baghai, Esq.
(310) 622-8799

RE: Summary of conference call with Charles

DATE: November 12, 2004

OF PAGES: 2 pages total (including cover page)

NOTES: Call was as noted on your e-mail.

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144 E. Palo Verde, P.O. Box 100, Beverly Hills, CA 90212

Ph: (310) 622-8799, Tel: (310) 622-8799

5

ORIGINAL

670

1 **PAG**
2 KIM BOYER, ESQ.
3 Nevada Bar # 5587
4 **BOLICK BOYER & GOODSSELL**
5 6060 West Elton, Suite A
6 Las Vegas, Nevada 89107
7 (702) 870-6060
8 Attorney for Petitioners

FILED

DEC 1 2 04 PM '04

Shirley L. Johnson
CLERK

146
DISTRICT COURT
CLARK COUNTY, NEVADA

12 In the matter of the Guardianship of the
13 Estate of

14 JEAN RUTH ECHEVARRIA,

15 An Adult.

Case No.: G
Dept. No.: E

627262
E

Date of Hearing:
Time of Hearing: 9:00 a.m.

16 **PETITION FOR APPOINTMENT OF TEMPORARY GUARDIANS OF ESTATE ONLY,**
17 **PETITION FOR APPOINTMENT OF GENERAL GUARDIANS OF ESTATE ONLY**

18 Petitioner MICHAEL A. ECHEVARRIA respectfully represents to the Court
19 as follows:

20 1. Petitioner MICHAEL A. ECHEVARRIA is a resident of the State of
21 Tennessee, and resides at 300 North Maple Street, Lebanon, Tennessee 37087.
22 MICHAEL A. ECHEVARRIA's date of birth is October 4, 1950. NEVADA CARE
23 MANAGEMENT, INC. is licensed to do business in the State of Nevada, and has offices
24 at 6465 W. Sahara Avenue, Suite 103, Las Vegas, Nevada 89146.

25 2. JEAN RUTH ECHEVARRIA, the proposed adult ward ("Proposed
26 Ward"), was born on February 12, 1927, and is 77 years old. The Proposed Ward is a
27 resident of the State of Nevada, and resides at 12 Desert Highlands Drive, Henderson,
28 Nevada 89052.
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1 have never been convicted of a felony or judicially determined to have committed
2 abuse, neglect or exploitation of a child, spouse, parent or other adult.

3 7. The proposed Guardians have not been suspended for misconduct
4 or disbarred from the practice of law, the practice of accounting or any other professions
5 which involve the management or sale of money, investments, securities, or real
6 property and requires licensure in Nevada or any other state.

8 8. The Proposed Ward is suffering from Alzheimer's Disease.
9 Petitioner MICHAEL A. ECHEVARRIA was informed that the Proposed Ward's Wells
10 Fargo Account and the Life Insurance Policy, with a cash surrender value totaling
11 approximately \$475,000.00 is gone. The Proposed Ward's accountant told MICHAEL
12 A. ECHEVARRIA "your sister burned it."

13 9. The Ward's commercial property held in the Proposed Ward's
14 Limited Liability Company ("LLC") is to be sold on Friday, December 3, 2004. The
15 Proposed Ward is the sole member of the LLC and the incorporation documents list her
16 residency in the State of Nevada (see Exhibit "1."). Petitioner MICHAEL A.
17 ECHEVARRIA is the President of the LLC, and is concerned with how the proceeds will
18 be used. A temporary guardian of the estate only must be appointed for the benefit of
19 the Proposed Ward with authority to exercise the right of the Proposed Ward as the sole
20 member and manager of the LLC relating to the sale of the commercial property. The
21 Proposed Ward lacks the capacity to respond to a substantial and immediate risk of
22 financial loss.

23 10. The Proposed Ward's daughter refuses to release any information
24 regarding the Proposed Ward, and therefore a Physician's Statement cannot be
25 obtained. An Affidavit will be submitted to this effect.

26 11. The Proposed Ward is a defendant in pending civil litigation in
27 California relating to her ownership of industrial land in Los Angeles valued at over ten
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1
2 4. For such other and further relief as the Court may deem proper.

3 DATED this 30 day of November, 2004.

4
5 
6 MICHAEL A. ECHEVARRIA, Petitioner

7 Respectfully submitted,

8
9 

10 KIM BOYER, ESQ.
11 Nevada Bar. #5587
12 6060 West Elton, Suite A
13 Las Vegas, Nevada 89107
14 Attorney for Petitioners
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VERIFICATION

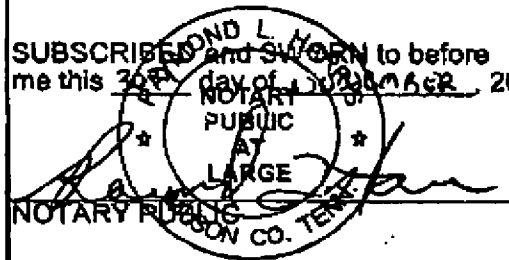
STATE OF TENNESSEE
COUNTY OF Wilson

MICHAEL A. ECHEVARRIA, being first duly sworn, deposes and says:

I am the Petitioner in the above-entitled action; I have read the foregoing
Petition and know the contents thereof; the same are true to the best of my own
personal knowledge, except for those statements made upon information and belief,
and as to those matters, I believe them to be true.


MICHAEL A. ECHEVARRIA

SUBSCRIBED and SWORN to before
me this 30th day of August, 2004.



6

CORBIS & FERRUM

PROPERTY & CONSERVATION, L.L.C.

VIA US CERTIFIED MAIL & FAX
November 5, 2004

Michael Echevarria
The Mill
300 North Maple Street
Lebanon, TN 37087

Angel Louise Echevarria
12 Desert Highland Drive
Henderson, NV 89052

RE: Real Estate deal for The Mill At Lebanon and Jean Echevarria.

Dear Michael & Angel,

So far only one buyer has accepted to purchase the property for \$850,000 in "as is" condition. Because Michael has raised the issue that Jean Echevarria is not legally competent to take care of her own financial affairs, the issue is raised whether the contract signed by Jean is enforceable. As her attorney I have recently seen that her Alzheimer's condition has worsened. I recommend that you consult an attorney in Nevada regarding setting up a guardian or conservatorship for Jean - a recommendation I had made some time ago. It is possible that Jean's will or trust documents may provide for guidelines that deal with her mental or physical incapacity. I am not an expert in legal capacity, but I do see that she has significant memory problems.

Los Angeles

144 S. Palm Dr., First Floor, Beverly Hills, CA 90212

Washington, D.C.

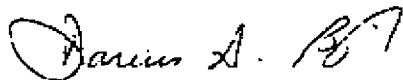
Tel: (310) 622-8799

EXHIBIT "2"

Because Michael is the property manager and has a fiduciary duty to Jean, and because Angel has been acting as an intermediary for Jean, I ask both of you to consider the best possible path. Please call me before end of day on Monday November 8, 2004. I will have to inform the Buyer by that day unless one of you inform me that she has legal capacity or you have legal authority to decide for her.

Please contact your estate attorney to determine incapacity issues.

Sincerely,



Darius A. Baghai
Attorney at Law

Los Angeles
142 S. Palm Dr., First Floor, Beverly Hills, CA 90312

Washington, D.C.
Tel: (310) 822-8799

7

FILE COPY

IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE

MICHAEL A. ECHEVARRIA,

Plaintiff

Civil Action No. 044-18

THE MILL AT LEBANON, LLC,

Defendant.

COMPLAINT

FILED
 A.M. DEC 02 2004 P.M.
 9:15
 BARBARA WEBB, CLERK & MASTER
 CHANCERY COURT WILSON CO, TN

Comes the Plaintiff, Michael A. Echevarria, and sues the Defendant, The Mill at Lebanon, LLC, as follows:

1. Michael A. Echevarria is a citizen and resident of Wilson County, Tennessee residing at 300 North Maple Street, Lebanon, Wilson County, Tennessee.
2. The Mill at Lebanon, LLC is a Tennessee Limited Liability Company with its principle executive office at 12 Desert Highland Drive, Henderson, Nevada 89052.
3. The principle asset of the Defendant is real property located in Lebanon, Wilson County, Tennessee, described according to the attached exhibit which is incorporated herein by reference.
4. Plaintiff is the president of the LLC and pursuant to the Operating Agreement is vested with the authority to sign and deliver deeds and other documents concerning real estate. The owner of the LLC is Jean R. Echevarria, mother of the Plaintiff. It is believed that Ms. Echevarria suffers from Alzheimer's disease or other type of dementia and is incapable of handling her financial affairs. Ms. Echevarria resides at 12 Desert Highland Drive, Henderson, Nevada 89052.
5. There is being filed simultaneously with this action a Petition for Appointment of Temporary Guardians of Estate Only and Petition for Appointment of General Guardians of Estate Only in the District Court of Clark County, Nevada requesting that the Nevada state courts appoint a guardian for Ms. Echevarria.

6. Notwithstanding the fact that Plaintiff is the president of the LLC and Ms. Echevarria is suffering from dementia, Plaintiff was informed on November 29, 2004, that a contract for sale of the real property described above was pending and scheduled to close on December 3, 2004. Plaintiff has not been provided with a copy of any contract for sale of the above described property and does not know its terms and conditions and does not believe that Ms. Echevarria is mentally capable of executing and understanding such a contract.

7. Although Plaintiff is not an owner of the LLC, he does actively manage the property on a daily basis and has invested approximately Two Hundred Thousand Dollars (\$200,000.00) of his personal funds in the improvements to the above described real property.


8. Due to the above, Plaintiff believes that he will suffer immediate and irreparable harm before notice can be given and a hearing held in the event the proposed sale is not enjoined.

WHEREFORE, PLAINTIFF PRAYS

1. That proper process issue and be served upon Defendant and it be required to answer.
2. That the sale of the real property described herein be enjoined.
3. That Plaintiff have all further and general relief.

THIS IS THE FIRST APPLICATION FOR A RESTRAINING ORDER IN THIS CAUSE

RESPECTFULLY SUBMITTED,


Robert Evans Lee, # 5629
Lee & Lee Attorneys at Law, P.C.
Attorneys for Plaintiff
109 East Gay Street
Lebanon, TN 37087
615/ 444-3900

I am surety for the costs of this cause.


Robert Evans Lee
Lee & Lee Attorneys at Law, P.C.

STATE OF TENNESSEE
COUNTY OF WILSON

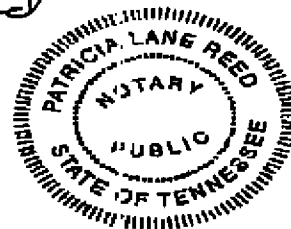
I, Michael A. Echevarria, after first being duly sworn, according to law, make oath that the statements in his foregoing Complaint, made as of his own knowledge, are true, and those made as on information and belief, he believes to be true. Witness my hand this the 1 day of December 2004.


Plaintiff

SWORN to and subscribed before me this 1st day of December 2004.


Notary Public

My Commission Expires: 3-27-06



Gen/echevarriascomplaint

EXHIBIT A

FILED
 DEC 02 2004
 A.M. 9:15 P.M.
 BARBARA WEBB, CLERK & MASTER
 CHANCERY COURT WILSON CO, TN

LEGAL DESCRIPTION

BEING a parcel of land in the Tenth Civil District of Wilson County, City of Lebanon, Tennessee, located on the westerly margin of North Maple Street north of West Main Street and being more particularly described as follows:

BEGINNING at an iron pin in the west margin of North Maple Street at the northeast corner of herein described tract;

Thence, with the westerly margin of North Maple Street, S04 degrees 16'12"W, 353.60 feet to an iron pin;

Thence, continuing with said margin, S05 degrees 19'53"W, 269.86 feet to an iron pin;

Thence, leaving said margin with the north line of Timothy A. Edwards of record in Deed Book: 457, page 665, R.O.W.C., N84 degrees 26'04"W, 222.71 feet to a 10" wood post;

Thence, S05 degrees 23'56"W, 38.00 feet to a point in the center of Sinking Creek;

Thence, with the center of said creek, N62 degrees 07'08"W, 173.22 feet to a point;

Thence, leaving said creek, S07 degrees 18'09"W, 31.00 feet to a iron pin in northerly margin of CSX Transportation Railroad;

Thence, with said margin and a curve concave to the south having a central angle of 15 degrees 06'28", a radius of 1004.93 feet and a chord of N44 degrees 57'42"W, 264.22 feet for an arc length of 264.98 feet to an iron pin;

Thence, S07 degrees 31'12"W, 28.94 feet to an iron pin;

Thence, with a curve concave to the south having a central angle of 08 degrees 47'00", a radius of 979.93 feet and a chord of N55 degrees 57'10"W, 150.07 feet for an arc length of 150.22 feet to an iron pin;

Thence, N60 degrees 26'47"W, 408.53 feet to an iron pin in the easterly margin of North Greenwood Street;

Thence, with said margin and a curve concave to the east having a central angle of 05 degrees 44'40", a radius of 542.96 feet and a chord of N09 degrees 11'07"E, 54.41 feet for an arc length of 54.44 feet to a point;

Thence, leaving said margin, S84 degrees 47'41"E, 26.05 feet to a point;

Thence, N05 degrees 00'53"E, 40.00 feet to an iron pin;

Thence, N84 degrees 40'26"W, 19.58 feet to an iron pin in the east margin of North Greenwood Street;

BK 818 PG 2501

Thence, with a curve concave to the east having a central angle of 34 degrees 05'30", a radius of 542.96 feet and a chord of N33 degrees 22'56"E, 918.32 feet for an arc length of 323.07 feet to a point;

Thence, N50 degrees 24'50"E, 2.00 feet to an iron pin;

Thence, leaving said margin with the south line of a 12-foot alley, S82 degrees 55'10"E, 620.71 feet to an iron pin in the west line of BellSouth Mobility, Inc. of record in Deed Book 440, page 193, R.O.W.C.;

Thence, S09 degrees 17'27"W, 8.63 feet to an iron pin;

Thence, S81 degrees 49'05"E, 68.90 feet to an iron pin;

Thence, with Jerry B. Collis and wife, Robbie of record in Deed Book 458, page 25, R.O.W.C., and Larry Ferrell of record in Deed Book 449, page 505, R.O.W.C., S04 degrees 43'36"W, 107.33 feet to an iron pin;

Thence, with the south line Ferrell, S86 degrees 05'59"E, 235.03 feet to the point of beginning, containing 611,798 square feet or 14.05 acres, more or less.

ODMA\PCDOCS\ATL\3915901

EXHIBIT A

LEGAL DESCRIPTION

009/014
 9:15
 DEC 02 2004
 PG 2500 P.M.
 BARBARA WEBB, CLERK & MASTER
 CHANCERY COURT WILSON CO, TN

BEING a parcel of land in the Tenth Civil District of Wilson County, City of Lebanon, Tennessee, located on the westerly margin of North Maple Street north of West Main Street and being more particularly described as follows:

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Thence, S05 degrees 23'56"W, 38.00 feet to a point in the center of Sinking Creek;

Thence, with the center of said creek, N62 degrees 07'08"W, 173.22 feet to a point;

Thence, leaving said creek, S07 degrees 18'09"W, 31.00 feet to a iron pin in northerly margin of CSX Transportation Railroad;

Thence, with said margin and a curve concave to the south having a central angle of 15 degrees 06'28", a radius of 1004.93 feet and a chord of N44 degrees 57'42"W, 264.22 feet for an arc length of 264.98 feet to an iron pin;

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Thence, N05 degrees 00'53"E, 40.00 feet to an iron pin;

Thence, N84 degrees 40'26"W, 19.58 feet to an iron pin in the east margin of North Greenwood Street;

BK 818 PG 2501

Thence, with a curve concave to the east having a central angle of 34 degrees 05'30", a radius of 542.96 feet and a chord of N33 degrees 22'56"E, 318.32 feet for an arc length of 323.07 feet to a point;

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Thence, leaving said margin with the south line of a 12-foot alley, S82 degrees 55'10"E, 620.71 feet to an iron pin in the west line of BellSouth Mobility, Inc. of record in Deed Book 440, page 193, R.O.W.C.;

Thence, S09 degrees 17'27"W, 8.63 feet to an iron pin;

Thence, S82 degrees 49'05"E, 68.90 feet to an iron pin;

Thence, with Jerry B. Collis and wife, Robbie of record in Deed Book 458, page 25, R.O.W.C., and Larry Ferrell of record in Deed Book 449, page 505, R.O.W.C., S04 degrees 43'36"W, 107.33 feet to an iron pin;

Thence, with the south line Ferrell, S86 degrees 05'59"E, 235.03 feet to the point of beginning, containing 611,798 square feet or 14.05 acres, more or less.

SDMAPCDOCS\ATL\8915901

THIS INSTRUMENT PREPARED BY:
 Lee and Lee, Attorneys at Law, P.C.
 109 East Gay Street
 Lebanon, Tennessee 37087

FILED
 DEC 02 2004
 A.M. 4:15 P.M.
 BARBARA WEBB, CLERK & MASTER
 CHANCERY COURT WILSON CO. TN

ABSTRACT OF SUIT (LIENS LIS PENDENS)

Pursuant to Section 20-3-101, Tenn. Code Ann., notice is hereby given that Michael A. Echevarria, (hereinafter "Plaintiff") has filed a Complaint in the Chancery Court for the Wilson County, Tennessee, Civil Action No. 04418, against The Mill at Lebanon LLC seeking to enjoin the sale certain real property described below, located in Wilson County, Tennessee, and owned by The Mill at Lebanon LLC. Plaintiff filed said action on December 2, 2004, and it is styled Michael A. Echevarria v. The Mill at Lebanon LLC.

Notice is further given that the Plaintiff claims a lien lis pendens upon said real property, the description of which is as follows:

See attached Exhibit.

IN WITNESS WHEREOF, this Abstract of Suit (Lien Lis Pendens) has been executed this the 1st day of December 2004.


 Michael A. Echevarria, Plaintiff

STATE OF TENNESSEE
 COUNTY OF WILSON

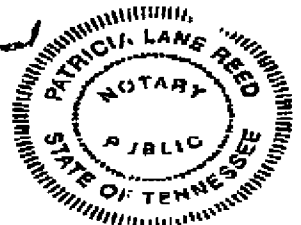
I, Michael A. Echevarria, after first being duly sworn, according to law, make oath that: I have read the foregoing Abstract of Suit (Lien Lis Pendens) and the facts set forth therein are true: to the best of my knowledge, information and belief. Witness my hand this the 1st day of December 2004.


 Plaintiff

SWORN to and subscribed before me this 2nd day of December 2004.


 Notary Public

My Commission Expires: 3-27-06



CERTIFICATE

STATE OF TENNESSEE
COUNTY OF WILSON

I, Barbara Webb, Clerk & Master, do hereby certify that the foregoing is a true Abstract of the Complaint filed in the case of Michael A. Echevarria v. The Mill at Lebanon LLC in the Chancery Court for the State of Tennessee, Wilson County. Given my hand and official seal this the __ day of December 2004.

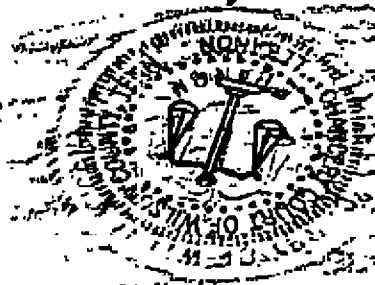
Barbara Webb 12/17
Barbara Webb Clerk & Master

BY:

Lutheran M. Cray 12/17
Deputy Clerk

STATE OF TENNESSEE, COUNTY OF WILSON
I hereby certify the foregoing to be a true and perfect copy of the original instrument on file in this case.

2nd day of *December*, 20*04*
BARBARA WEBB, CLERK & MASTER
Lutheran M. Cray D. C&M



Gen/ michelelopez@comcast.net

EXHIBIT A

DEC 02 2004
A.M. 9:15 P.M.
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT, WILSON CO, TN
BK 818 PG 2590

LEGAL DESCRIPTION

BEING a parcel of land in the Tenth Civil District of Wilson County, City of Lebanon, Tennessee, located on the westerly margin of North Maple Street north of West Main Street and being more particularly described as follows:

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Thence, leaving said margin with the north line of Timothy A. Edwards of record in Deed Book 457, page 665, R.O.W.C., N84 degrees 26'04"W, 222.71 feet to a 10" wood post;

Thence, S05 degrees 23'56"W, 38.00 feet to a point in the center of Sinking Creek;

Thence, with the center of said creek, N62 degrees 07'08"W, 173.22 feet to a point;

Thence, leaving said creek, S07 degrees 18'09"W, 31.00 feet to an iron pin in northerly margin of CSX Transportation Railroad;

Thence, with said margin and a curve concave to the south having a central angle of 15 degrees 06'28", a radius of 1004.93 feet and a chord of N44 degrees 57'42"W, 264.22 feet for an arc length of 264.98 feet to an iron pin;

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Thence, with a curve concave to the south having a central angle of 08 degrees 47'00", a radius of 979.93 feet and a chord of N55 degrees 57'10"W, 150.07 feet for an arc length of 150.22 feet to an iron pin;

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Thence, leaving said margin, S84 degrees 47'41"E, 26.05 feet to a point;

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BK 818 PG 2501

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Thence, S82 degrees 49'05"E, 68.90 feet to an iron pin;

Thence, with Jerry B. Collis and wife, Robbie of record in Deed Book 458, page 25, R.O.W.C., and Larry Ferrell of record in Deed Book 449, page 505, R.O.W.C., S04 degrees 43'36"W, 107.33 feet to an iron pin;

Thence, with the south line Ferrell, S86 degrees 05'59"E, 235.03 feet to the point of beginning, containing 611,798 square feet or 14.05 acres, more or less.

:CDMAPCDOCSATL3915901

BK/PG: 1086/1258-1261

04248304

STATE OF MISSISSIPPI - 11th DISTRICT	
DEED BOOK: 47866	
RECORDED: 09-21-04	
VALUE	8.00
TRANSFER TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
CD FEE	1.00
RECORDING FEE	0.00
TOTAL AMOUNT	22.00

STATE OF MISSISSIPPI, WITNESSETH

JOHN B SPICKARD
RECORDING CLERK

The MIKE WALKER Home Selling Team**Mike Walker, Agent/Auctioneer****Cumberland Real Estate****121 Public Square****Lebanon, TN 37087****443-7653****449-5953 Fax****Facsimile Transmission**TO: Darius / AngelFAX NUMBER: 310-861-9061 / 702-914-3448FROM: **MIKE WALKER / CUMBERLAND REAL ESTATE & AUCTION**DATE: 12 13 04PAGES: 2SUBJECT: The Mill at Lebanon**MESSAGE:**

This extension has been requested due to
obvious delays. Buyer will not pay \$4,500 for
appraisal until all court matters have been
resolved. Please sign & fax back to 615 449 5953

ThankMW



124 Public Square
 Lebanon, TN 37087
 (615) 443-7653
 Fax (615) 449-5953

ADDENDUM:Date: 12-9-04

This addendum is to the Sales Contract between Jean Echevarria
 Seller and Jong Hwa Byun Buyer of the property located at
218 N Maple St Lebanon, TN 37087
 Tennessee dated October 28, 2004

The below listed items are hereby incorporated in and are a part of said contract:
Closing date to be extended to on or before
January 22, 2005 as court dates interference
of Gov's injunction hearing does not allow
buyer time for an appraisal after hearings
to meet the contract closing date of December
22, 2004. Gov has run off the first appraisal
twice so work could not be completed in
a timely manner for mortgage company.

Sellers

* Jong Hwa Byun
Buyers

Sellers

Buyers

Date

Time

Date

Time

12-9-04 3:05pm

8

FILE COPY

IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE

MICHAEL A ECHEVARRIA,

Plaintiff,

v.

Civil Action No. 04413

THE MILL AT LEBANON, LLC,

Defendant.

FILED
DEC 02 2004 P.M.
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO, TN

TEMPORARY RESTRAINING ORDER

TO: The Mill at Lebanon, LLC

You are hereby restrained from conveying the real property described in the attached exhibit pending further orders of this Court, and

This the 2nd day of December 2004.

CK Smith
CK. Smith, Chancellor

Gen/makecontact.html

9

PAGE: 001

MINUTES DATE: 12/08/04

GUARDIANSHIP COURT MINUTES

04-G-027262-E Echevarria, Jean R vs

12/08/04 09:00 AM 00 HEARING FOR EXTENSION OF TEMPORARY
GUARDIANSHIP

HEARD BY: JENNIFER HENRY, Hearing Master; Dept. GD1

OFFICERS: PATTI CAMAROTE, Court Clerk

PARTIES: 001 WA Echevarria, Jean R Y

002 TG Echévarria, Michael A N
005587 Boyer, Kim Y

The Guardianship Commissioner was sitting under the direction and in lieu of the Guardianship Judge. Elizabeth Brickfield present with ward's daughter, Angel Echvarria who objected. Commissioner finds the objection and Counterpetition filed by Ms. Brickfield was untimely pursuant to the Rules. Matter trailed and recalled. Elyse Tyrell present at the request of both counsel and asked to do an investigation. She will look into the sale of the Mill in Tennessee which is owned 100% by the ward, look into the financial information of LLC's interest, foreclosure issue, review the contract, look into the performance issue and also contact the attorney and accountant in California and Tennessee. Counsel agreed to vacate the temporary guardianship and let the matter proceed to the general guardianship hearing set for 1/5/05. Parties agreed to abide by Ms. Tyrell's recommendation on either allowing the sale to go forward or not. Ms. Tyrell requested counsel submit to her by Friday all of the information they want her to consider and she will contact them after Court next Wednesday. COMMISSIONER RECOMMENDED, Agreement will stand. Temporary guardianship is dissolved. No action will be taken on the sale of the Mill for one week, per counsel.

FILED
A.M. DEC 16 2004 3:50 P.M.
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO, TN

EXHIBIT

2

PRINT DATE: 12/15/04

PAGE: 001

MINUTES DATE: 12/08/0

10

Patricia A. Trent
& Associates
 ATTORNEYS AT LAW

Patricia A. Trent, Esq.
 Also Licensed in Florida

Elyse M. Tyrell, Esq., LL.M.
 Christopher J. Phillips, Esq.

Via Facsimile
 (702) 383-8845
 (702) 870-6090

December 14, 2004

Elizabeth Brickfield, Esq.
 Kim Boyer, Esq.

FILED
 DEC 16 2004
 A.M. 3:56 P.M.
 BARBARA WEBB, CLERK & MASTER
 CHANCERY COURT WILSON CO, TN

EXHIBIT

3

RE: **Guardianship of Jean Echevarria**

Dear Council:

Please be advised that after extensive review of all of the materials presented to me, I have come to the conclusion that it would be in Jean's best interest to immediately sell the Mill for the contracted sales price of \$850,000.00.

I have based my decision upon materials I have received from Ms. Boyer, Ms. Brickfield, Darius A. Baghai, Esq. (Jean's California Attorney), Jo Ann Aulds, Esq. (Attorney for the purchaser of the Mill), Mike Walker, realtor for Jean which includes correspondence between him and Michael Echevarria and the sales contract, Marc M. Asheghia, CPA (Jean's California CPA), which includes Jean's last four tax returns, income and expense statements for the Mill and outstanding loan information, the guardianship pleadings, as well as various other information included in the materials.

I have not been able to connect with the bankruptcy attorney as requested by Ms. Boyer, however, based upon my understanding of the bankruptcy process I do not feel bankruptcy would be the simple solution to the problem. The Mill appears to have been a bad investment from the beginning. Bankruptcy won't solve the problem of the Mill's continual negative cash flow. Further, if bankruptcy is declared now for the LLC, the property may be tied up so as to prevent its sale in the near future.

Based upon what I have reviewed, I am comfortable with the sales price being a fair market price, based upon the current condition and income flow. Further, because it was represented to the proposed purchaser at different times that both Michael and Jean have authority and the desire to sell the Mill, in addition to Jean signing the contract, backing out of the sale would be an additional litigation expense that does not appear to be in Jean's best interest.

Therefore, I recommend the immediate sale of the Mill for \$850,000 to the current proposed purchaser. Additionally, I have been advised that Michael has secured a temporary restraining order on the sale of the Mill. I question both his authority in doing so as well as his motives in light of the fact that the parties agreed to await my determination. I further recommend that Michael terminate the TRO before additional expenses have to be incurred so that the sale may be accomplished.

Thank you for your attention to this matter. I will continue my

8367 West Flamingo Road, Suite 100 * Las Vegas, NV 89147 * 702.382-2210 * Fax 702.382-9242 * www.probarclawlv.com

1074 12:41 0002 51 000

Brickfield, Boyer
page 2

investigation into Jean's overall financial affairs and will report to the both of you by the December 24th deadline.

If I can be of any further assistance, please feel free to contact me.

Very truly yours,

PATRICIA A. TRENT & ASSOCIATES

Elyse M. Tyrell
ELYSE M. TYRELL, ESQ.

Dec 15 2004 14:22 P.02

11

December 17, 2004

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE
AT LEBANON

MICHAEL A. ECHEVARRIA,

Plaintiff,

vs.

THE MILL AT LEBANON, LLC,

Defendant.

CIVIL ACTION NO.: 04-418

ORDER

This cause came on to be heard in Chambers in Hartsville, Tennessee on the 17th day of December, 2004, before the Honorable C. K. Smith, Judge of the Chancery Court of Wilson County, Tennessee, on the Complaint as heretofore filed by the Plaintiff, Michael A. Echevarria, and the Temporary Restraining Order heretofore entered by the Court on the 2nd day of December, 2004, and upon the Answer as heretofore filed by the Defendant and from all of which the Court **FINDS and ORDERS** that the Temporary Restraining Order is dissolved upon the parties agreement that the Defendant, The Mill at Lebanon, LLC, shall not be sold before January 5, 2005.

The Court further **FINDS and ORDERS** that the parties have agreed that Michael A. Echevarria shall not interfere in any manner or respect with any appraisal or appraisals that are to be completed at The Mill at Lebanon, LLC under penalty of contempt.

The Court further **FINDS and ORDERS** that the parties have agreed that the Plaintiff, Michael A. Echevarria, shall compile and present to the Defendant at the law office of their attorney, Gary Vandever, any and all financial and accounting documents, computer programs, computer printouts of any kind or nature, and any and all information in his possession, custody and control pertaining to any and all bank accounts of The Mill of Lebanon, LLC, and all other information concerning the accounting and financial condition of The Mill at Lebanon, LLC on or before December 20, 2004.

December 17, 2004

It is further the **FINDING and ORDER** of the Court that the parties have agreed that the Plaintiff, Michael A. Echevarria, shall compile and present to the Defendant, The Mill at Lebanon, LLC, at the law office of their attorney, Gary Vandever, any and all information in his possession, custody and control concerning any and all scheduling of events at The Mill, LLC, pertaining to the event room and/or any other facility at The Mill.

All other matters are reserved pending final hearing of the Court.

Entered this, the _____ day of December, 2004.

C. K. SMITH, CHANCELLOR

APPROVED FOR ENTRY:

GARY VANDEVER, #6695

Attorney for Defendant
501 Park Avenue, Suite B
P. O. Box 642
Lebanon, TN 37088-0642
615/444-7145

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he has hand delivered a true copy of the foregoing Order to the Honorable Robert Evans Lee, LEE & LEE, 109 East Gay Street, Lebanon, Tennessee 37087 on this, the 17th day of December, 2004.

GARY VANDEVER

cc: Ms. Elizabeth Brickfield
Ms. Angel Echevarria
Ms. Jody Aulds

SDOLCML CASES:Echevarria, Angel/pleadings/ORDER-12-17-04

ORIGINAL

21

CC27

MARK A. SOLOMON, ESQ.

Nevada Bar No. 0418

ELIZABETH BRICKFIELD, ESQ.

Nevada Bar No. 6236

LIONEL SAWYER & COLLINS

1700 Bank of America Plaza

300 South Fourth Street

Las Vegas, Nevada 89101

Telephone: (702) 383-8888

Facsimile: (702) 383-8845

Attorneys for Angel Echevarria

FILED

JAN 11 4 02 PM '05

Shirley B. Parraguirre
CLERK

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the
Person and Estate of

) Docket No. G 27262
) Dept No. C
)

JEAN RUTH ECHEVARRIA

LETTERS OF GUARDIANSHIP
OF THE PERSON

On the 7th day of January, 2005, an Order of the Court was entered appointing ANGEL ECHEVARRIA as Guardian of the Person of JEAN RUTH ECHEVARRIA to serve as such without bond and with the authority to act as Guardian of the Person as provided by law.

The named Guardian, ANGEL ECHEVARRIA, having duly qualified, is hereby authorized to act and has the authority and shall perform the duties of such Guardian of the Person of JEAN RUTH ECHEVARRIA as provided by law.

In testimony of which, I have this date signed these Letters and affixed the seal of the Court.

SHIRLEY B. PARRAGUIRRE, CLERK OF COURT

By *YOLANDA TORRES*
Deputy Clerk

Date

JAN 11 2005

RECEIVED

JAN 11 2005

COUNTY CLERK

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 383-8888

CE06

OATH

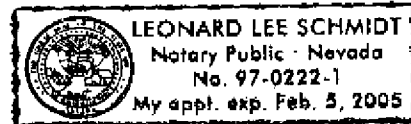
I, ANGEL ECHEVARRIA, whose mailing address is 12 Desert Highland Drive, Henderson, NV 89052, solemnly affirm that I will faithfully perform according to law the duties of Guardian of the Person of JEAN RUTH ECHEVARRIA and that any matters stated in any petition or paper filed with Court are true of my own knowledge or if any matters are stated on information or belief, I believe them to be true.


ANGEL ECHEVARRIA, Guardian

SUBSCRIBED and SWORN to before me
this 10 day of JANUARY, 2005.


NOTARY PUBLIC

My commission expires: 2-5-05



ORIGINAL

12

CC27
MARK A. SOLOMON, ESQ.
Nevada Bar No. 0418
ELIZABETH BRICKFIELD, ESQ.
Nevada Bar No. 6236
LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
Telephone: (702) 383-8888
Facsimile: (702) 383-8845
Attorneys for Angel Echevarria

FILED

JAN 11 4 04 PM '05

Shirley B. Parraguirre
CLERK

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the) Case No. G 27262
Person and Estate of) Dept No. E
)
)
) LETTERS OF SPECIAL
JEAN RUTH ECHEVARRIA) GUARDIANSHIP
)
)
)

On the 7th day of January, 2005, an Order of the Court was entered appointing ANGEL ECHEVARRIA as Special Guardian of the Estate of JEAN RUTH ECHEVARRIA to serve as such without bond and with the authority to act as Guardian of the Estate in accordance with the provisions of NRS 159.083.

The named Special Guardian, ANGEL ECHEVARRIA, having duly qualified, is hereby authorized to act and has the authority and shall perform the duties of such Special Guardian of the Estate of JEAN RUTH ECHEVARRIA as provided by law.

In testimony of which, I have this date signed these Letters and affixed the seal of the Court.

SHIRLEY B. PARRAGUIRRE, CLERK OF COURT

By *Yolanda Torres*
Deputy Clerk Date

JAN 11 2005
CE06

COUNTY CLERK
JAN 11 2005
RECEIVED
LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 383-8888

OATH

I, ANGEL ECHEVARRIA, whose mailing address is 12 Desert Highland Drive, Henderson, NV 89052, solemnly affirm that I will faithfully perform according to law the duties of Special Guardian of the Estate of JEAN RUTH ECHEVARRIA and that any matters stated in any petition or paper filed with Court are true of my own knowledge or if any matters are stated on information or belief, I believe them to be true.



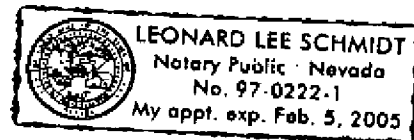
ANGEL ECHEVARRIA, Special Guardian

SUBSCRIBED and SWORN to before me
this 10 day of JANUARY, 2005.



NOTARY PUBLIC

My commission expires: 2-5-05



NEOJ
 MARK A. SOLOMON, ESQ.
 Nevada State Bar No. 0418
 ELIZABETH BRICKFIELD, ESQ.
 Nevada State Bar No. 6236
 LIONEL SAWYER & COLLINS
 1700 Bank of America Plaza
 300 South Fourth Street
 Las Vegas, Nevada 89101
 (702) 383-8888

FILED

JAN 11 4 00 PM '05

Shirley B. Augustine
 CLERK

Attorneys for Angel Echevarria

DISTRICT COURT, FAMILY COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the	)	Case No. G 27262
	)	Dept. No. E
Estate of JEAN RUTH ECHEVARRIA,)	
	)	Date of Hearing: January 5, 2005
Adult Ward	)	Time of Hearing: 9:00 a.m.
)	

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that an Order was entered in the above matter on the 7th day of January, 2005, a true and correct copy of which is attached hereto.

Dated this 10 day of January, 2005.

LIONEL SAWYER & COLLINS

By 

MARK A. SOLOMON, ESQ.
 Nevada Bar No. 0418
 ELIZABETH BRICKFIELD, ESQ.
 Nevada Bar No. 6236
 LIONEL SAWYER & COLLINS
 1700 Bank of America Plaza
 300 South Fourth Street
 Las Vegas, Nevada 89101
 Attorneys for Angel Echevarria

RECEIVED

JAN 11 2005

CLARK COUNTY CLERK

LIONEL SAWYER
 & COLLINS
 ATTORNEYS AT LAW
 1700 BANK OF AMERICA PLAZA
 300 SOUTH FOURTH ST.
 LAS VEGAS,
 NEVADA 89101
 (702) 383-8888

CERTIFICATE OF MAILING

I HEREBY CERTIFY that service of the foregoing NOTICE OF ENTRY OF ORDER was made this 14th day of January, 2005, by depositing a copy of the same in the United States Postal Service, postage prepared, by U.S. Mail, addressed to the entities at their last known address as follows:

Jean R. Echevarria
12 Desert Highland Drive
Henderson, NV 89052

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st floor
Beverly Hills, CA 90212

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highland Drive
Henderson, NV 89052

MICHAEL A. ECHEVARRIA
NEVADA CASE MANAGEMENT, INC.
c/o Kim Boyer, Esq.
Bolick Boyer & Goodsell
6060 West Elton, Suite A
Las Vegas, NV 89107

Elyse M. Tyrell, Esq.
8367 West Flamingo, #100
Las Vegas, NV 89147


ERIN BRUNDAGE, an employee of
LIONEL SAWYER & COLLINS

1 **ORDG**

2 MARK A. SOLOMON, ESQ.
3 Nevada State Bar No. 0418
4 ELIZABETH BRICKFIELD, ESQ.
5 Nevada State Bar No. 6236
6 LIONEL SAWYER & COLLINS
7 1700 Bank of America Plaza
8 300 South Fourth Street
9 Las Vegas, Nevada 89101
10 (702) 383-8888
11 Attorneys for Angel Echevarria

FILED

JAN 7 4 20 PM '05

Shirley J. Thompson
CLERK

8
9 **DISTRICT COURT, FAMILY COURT**
10 **CLARK COUNTY, NEVADA**

11 In the Matter of the Guardianship of the) Case No. G 27262
12 Estate of JEAN RUTH ECHEVARRIA,) Dept. No. E
13 Adult Ward) Date of Hearing: January 5, 2005
14) Time of Hearing: 9:00 a.m.
15)

16 **ORDER APPOINTING ANGEL ECHEVARRIA AS GENERAL GUARDIAN OF THE**
17 **PERSON OF JEAN RUTH ECHEVARRIA AND SPECIAL GUARDIAN OF THE ESTATE**
18 **OF JEAN RUTH ECHEVARRIA; ORDER ASSUMING JURISDICTION OF THE JEAN**
19 **RUTH ECHEVARRIA TRUST; ORDER DIRECTING THE SALE OF AN ASSET OF THE**
20 **MILLS AT LEBANON, LLC; ORDER ASSESSING THE FEES OF ELYSE TYRELL, ESQ.;**
21 **ORDER APPOINTING ELYSE TYRELL AS GUARDIAN AD LITEM.**

22 The Petition of Michael Echevarria and Nevada Fiduciary Services to be appointed as
23 General Guardian of the Estate of Jean Ruth Echevarria and the Opposition of Angel Echevarria to
24 Michael Echevarria's Petition and her Counter-Petition to be Named Guardian or Alternatively to
25 dismiss the proceedings came before the Court.

26 Present at the hearing were JEAN RUTH ECHEVARRIA, ANGEL ECHEVARRIA, JEAN
27 RUTH ECHEVARRIA's daughter and her counsel of record, ELIZABETH BRICKFIELD, ESQ. of
28 the law firm of LIONEL SAWYER & COLLINS, KIM BOYER, ESQ. of the law firm of BOLICK
BOYER & GOODSSELL, on behalf of MICHAEL ECHEVARRIA and NEVADA FIDUCIARY

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 383-8888

1 SERVICES, who were not present and ELYSE TYRELL, ESQ. of the law firm of PATRICIA
2 TRENT & ASSOCIATES, the investigator appointed by stipulation of the parties.

3 The Court, having considered the pleadings, heard the arguments of Counsel and having
4 interviewed JEAN RUTH ECHEVARRIA in camera made the following findings and orders.

5 The Court finds that JEAN RUTH ECHEVARRIA executed a valid estate plan, including
6 the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust, a Durable Power of Attorney; a Durable
7 Power of Attorney for Health Care and a Nomination of Guardian of her Person under her Last Will
8 and Testament.

9 The Court finds that JEAN RUTH ECHEVARRIA designated ANGEL ECHEVARRIA to
10 serve as Successor Trustee of the JEAN RUTH ECHEVARRIA TRUST; to serve as JEAN RUTH
11 ECHEVARRIA's agent for health care and all general purposes; to serve as Guardian of her Person
12 if necessary and that these designations are valid and in effect.

13 The Court finds that it has jurisdiction of the JEAN RUTH ECHEVARRIA TRUST as a
14 Nevada Trust and that ANGEL ECHEVARRIA is confirmed as successor trustee of the Trust:

15 The Court finds that one hundred percent of the membership interests of the Mill at Lebanon,
16 LLC is owned by the JEAN RUTH ECHEVARRIA TRUST;

17 The Court finds that JEAN RUTH ECHEVARRIA knows and understands the financial
18 conditions that make it in her best interest that the real property which is an asset of the Mills at
19 Lebanon, LLC be sold, as she has invested hundreds of thousands of dollars in the property; the
20 property is in poor condition and would require the replacement of the roof; the property is in
21 foreclosure and back taxes are owing;

22 The Court finds that it has general jurisdiction over the person of MICHAEL ECHEVARRIA
23 in that he submitted to this Court's jurisdiction by coming before this Court to seek his appointment

24

1 as Temporary and General Guardian of the Estate of JEAN RUTH ECHEVARRIA and placing the
2 issue of the sale of the real property owned by the Mills at Lebanon, LLC before this Court and that
3 any claims he is asserting against the Mills at Lebanon, LLC are claims that are properly before this
4 Court in this proceeding as one hundred percent of the membership interest in the Mills at Lebanon,
5 LLC is an asset of the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust;
6

7 The Court respectfully offers its suggestion to the Tennessee Court that in the name of
8 judicial economy and efficiency the Guardianship Court of the Eighth Judicial District Court, Clark
9 County, Nevada having all parties and the issues before it is the more appropriate forum for the
10 resolution of all issues relating to any claims being made by MICHAEL ECHEVARRIA that he has
11 an interest as a creditor of the Mills at Lebanon, LLC;
12

13 The Court respectfully notifies the Tennessee Court that the Guardianship Court of the Eighth
14 Judicial District Court, Clark County, Nevada is prepared to hold the proceeds from the sale of the
15 Mills at Lebanon, LLC real property in escrow pending resolution by the Guardianship Court of any
16 claims of MICHAEL ECHEVARRIA against such assets;
17

18 The Court finds that the privacy of JEAN RUTH ECHEVARRIA is to be respected and that
19 her financial affairs and estate planning documents are to remain protected and private:

20 The Court finds that pursuant to NRS 159.046(4) that MICHAEL ECHEVARRIA
21 unnecessarily or unreasonably caused the appointment of ELYSE TYRELL to investigate this matter
22 and is therefore liable for eighty-five percent of the expenses associated with the investigation.

23 GOOD CAUSE appearing;

24 IT IS HEREBY ORDERED that ANGEL ECHEVARRIA is appointed as Special Guardian
25 of the Estate of JEAN RUTH ECHEVARRIA with the authority to act in accordance with the
26 provisions of NRS 159.083 and to serve as such without bond;
27
28

1 IT IS FURTHER ORDERED that ANGEL ECHEVARRIA is appointed as General Guardian
2 of the Person of JEAN RUTH ECHEVARRIA;

3 IT IS FURTHER ORDERED that the Guardianship Court of the Eighth Judicial District
4 Court of the State of Nevada assumes jurisdiction over the Jean R. Echevarria Trust dated May 30,
5 2000, as a proceeding in rem;

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA
7 is confirmed as Trustee of the Jean R. Echevarria Trust dated May 30, 2000;

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the sale of the assets of
9 the Mills at Lebanon, LLC shall proceed as being in the Ward's best interests;

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA,
11 as successor trustee of the Jean R. Echevarria Trust shall execute all documents to complete the sale
12 of the real property held as an asset of the Mills at Lebanon, LLC;

13 IT IS FURTHER ORDERED ADJUDGED AND DECREED that Michael Echevarria shall
14 not interfere with the sale of the real property held as an asset of the Mills at Lebanon, LLC;

15 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ANGEL ECHEVARRIA
16 shall provide the Guardianship Court with a copy of all estate planning documents for JEAN
17 ECHEVARRIA and that such documents shall be reviewed by the Court in camera and kept
18 confidential;

19 IT IS FURTHER ORDERED ADJUDGED AND DECREED that any financial records,
20 documents, bank statements or copies of such obtained by MICHAEL ECHEVARRIA through
21 subpeona duces tecum or other discovery method shall be deemed subject to a protective order and
22 the discovery shall not be had by him or his counsel. If any such documents have been provided to
23 MICHAEL ECHEVARRIA or his counsel such documents and any copies shall be turned over to

1 ELIZABETH BRICKFIELD, ESQ. and shall not be released to MICHAEL ECHEVARRIA;

2 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ELYSE TYRELL, ESQ.
3 shall be appointed as Guardian ad Litem in this matter;

4 IT IS FURTHER ORDERED ADJUDGED AND DECREED that eighty five percent of the
5 fees attributable to the services of ELYSE TYRELL, ESQ. as investigator in this matter shall be
6 paid by MICHAEL ECHEVARRIA and fifteen percent of the fees shall be paid from the assets of
7 JEAN RUTH ECHEVARRIA; and

8 IT IS FURTHER ORDERED ADJUDGED AND DECREED that MICHAEL
9 ECHEVARRIA take no action or make any request to any Court, including the Chancery Court of
10 Wilson County, Tennessee at Lebanon in Civil Action No.:04-418, known as Michael A.
11 Echevarria, Plaintiff v. The Mills at Lebanon, LLC, to prevent or stay the payment of the proceeds
12 of such sale to any person, Court or entity other than Angel Echevarria, successor trustee of the Jean
13 R. Echevarria Trust dated May 30, 2000.

14 Dated this 7 day of January, 2005.

15 
DISTRICT COURT JUDGE JV

16 for STEVEN E. JONES

17 Submitted by:

18 LIONEL SAWYER & COLLINS

19 By Mark A. Solomon
20 MARK A. SOLOMON, ESQ.
21 ELIZABETH BRICKFIELD, ESQ.
22 300 South Fourth Street
23 Las Vegas, Nevada 89101
24 Attorneys for Angel Echevarria
25
26
27
28

ORIGINAL

FILED

FEB 9 4 29 PM '05

Shirley L. [Signature]
CLERK

1 NTC
2 KIM BOYER, ESQ.
3 Nevada Bar # 5587
4 **BOLICK & BOYER**
5 6060 West Elton, Suite A
6 Las Vegas, Nevada 89107
7 (702) 870-6060
8 Attorney for Petitioner

9 DISTRICT COURT
10 CLARK COUNTY, NEVADA

11 In the matter of the Guardianship of the
12 Estate of

Case No.: G27262
Dept. No.: C

13 JEAN RUTH ECHEVARRIA,

14 An Adult.

15 NOTICE OF WITHDRAWAL

16 NOTICE IS GIVEN that Kim Boyer, Esq., who appeared as counsel for
17 MICHAEL ECHEVARRIA in the hearing on the Petition for Appointment of Temporary
18 Guardians of Estate Only, Petition for Appointment of General Guardians of Estate
19 Only, does hereby withdraw as counsel in the above-entitled matter.

20 DATED this 9th day of February, 2005.

21 *Kim Boyer*
22 KIM BOYER, ESQ.
23 Nevada Bar #5587
24 6060 West Elton, Suite A
25 Las Vegas, Nevada 89107

26
27
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29
30
31
RECEIVED
FEB 10 2005
CLERK

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CERTIFICATE OF MAILING

I hereby certify that I served a true and correct copy of the foregoing
Notice of Withdrawal on the 9th day of February, 2005, by first-class mail,
postage prepaid, addressed to the following:

Michael Echevarria
300 North Maple Street
Lebanon, Tennessee 37087

Elyse Tyrell, Esq.
Patricia Trent & Associates
8367 W. Flamingo, Suite 100
Las Vegas, Nevada 89147
Guardian Ad Litem

Elizabeth Brickfield, Esq.
300 S. Fourth Street #1700
Las Vegas, Nevada 89101

Jean Ruth Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Angel Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, California 90212

Ana Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Anthony Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052


Employee of BOLICK & BOYER

26
ORIGINAL

FILED

FEB 18 3 23 PM '05

Lionel Sawyer & Collins
CLERK

1 CITA
2 MARK A. SOLOMON, ESQ.
3 Nevada State Bar No. 0418
4 ALAN D. FREER, ESQ.
5 Nevada State Bar No. 7706
6 LIONEL SAWYER & COLLINS
7 1700 Bank of America Plaza
8 300 South Fourth Street
9 Las Vegas, Nevada 89101
10 (702) 383-8888
11 Attorneys for Angel Echevarria

8 **DISTRICT COURT, FAMILY COURT**
9 **CLARK COUNTY, NEVADA**

10 In the Matter of the Guardianship of the) Case No. G 27262
11) Dept. No. E
12 Estate of JEAN RUTH ECHEVARRIA,)
13)
14 Adult Ward)
15)
16)
17)

14 **CITATION**

15 Date of hearing: March 23, 2005

16 Time of hearing: 9:00 a.m.

17 TO: MICHAEL ECHEVARRIA

18 YOU ARE HEREBY CITED and required to appear before a Judge of the Court at the date,
19 time and place specified below and to show cause, if any you have, why the PETITION FOR
20 PAYMENT, REIMBURSEMENT AND/OR RESTITUTION AND ACCOUNTING PURSUANT TO
21 NRS 159.305 should not be approved.

22 THIS CITATION is based upon the verified PETITION FOR PAYMENT,
23 REIMBURSEMENT AND/OR RESTITUTION AND ACCOUNTING PURSUANT TO NRS
24 159.305 and upon Order of this Court.
25
26
27
28

COUNTY CLERK

FEB 18 2005

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Page 1



LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 383-8888

DATE AND TIME OF COURT APPEARANCE

DATE: 23 day of March, 2005

TIME: 9:00 o'clock A.M.

LOCATION: District Court, Family Division
State of Nevada, County of Clark
601 N. Pecos, County Courthouse,
Las Vegas, Nevada 89101


DATED this ____ day of February, 2005.

FEB 18 2005

SHIRLEY B. PARRAGUIRRE, CLERK OF
COURT

By 
Deputy Clerk
JOANNE KRIZ

Submitted by:
LIONEL SAWYER & COLLINS

By 
MARK A. SOLOMON, ESQ.
Nevada State Bar No. 0418
ELIZABETH BRICKFIELD, ESQ.
Nevada State Bar No. 6236
300 South Fourth Street
Las Vegas, Nevada 89101
Attorneys for Angel Echevarria

ORIGINAL

00272

Elizabeth Brickfield, Esq. (Nevada Bar No. 6236)

Suzanne L. Martin, Esq. (Nevada Bar No. 8833)

LIONEL SAWYER & COLLINS

1700 Bank of America Plaza

300 South Fourth Street

Las Vegas, Nevada 89101

Telephone: (702) 383-8888

Fax: (702) 383-8845

Attorneys for Angel Echevarria

2005 FEB 18 A 11: 53

Shirley Sanchez
CLERK

DISTRICT COURT, FAMILY COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the

Estate of JEAN RUTH ECHEVARRIA,

Adult Ward

) Case No. G 27262

) Dept. No. E

) **PETITION FOR PAYMENT,**
) **REIMBURSEMENT AND/OR**
) **RESTITUTION AND ACCOUNTING**
) **PURSUANT TO NRS 159.305**

) Date of Hearing: March 23rd, 2005

) Time of Hearing: 9:00 a.m.

ANGEL ECHEVERRIA, Guardian of the person and Special Guardian of the Estate of
JEAN RUTH ECHEVARRIA and Trustee of the JEAN RUTH ECHEVARRIA Trust, dated May
30, 2000, (the "Trust"), hereby petitions this Court pursuant to NRS 159.305, for payment and/or
reimbursement and/or restitution and accounting of fees, costs and expenses, and identification of
evidence regarding any right, title or interest held by JEAN RUTH ECHEVARRIA in The Mill
at Lebanon, Tennessee.

JURISDICTION AND VENUE

1. JEAN RUTH ECHEVARRIA ("Jean Ruth") is an adult resident of Clark County,
Nevada, residing at 12 Desert Highland Drive, Henderson, Nevada 89052.

CE100

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 383-8888

COUNTY CLERK

RECEIVED
FEB 18 2005

1 2. The Mills at Lebanon, LLC, is a single member LLC created under Tennessee
2 law. On June 28, 2001, Jean Ruth, the single member of the LLC, transferred her LLC interest to
3 the Trust. A copy of the Assignment and Assumption of Membership Interest from Jean Ruth to
4 Jean R. Echevarria, trustee of the Trust, dated May, 30, 2000, is attached as Ex. 1.

5
6 3. Jurisdiction over Respondent MICHAEL ECHEVARRIA ("Respondent"), Jean
7 Ruth's son, is proper because the Respondent has sufficient contacts with Clark County, Nevada,
8 having initiated an action in this Court related to the person Jean Ruth and the Estate of Jean
9 Ruth on December 1, 2004, and as confirmed by Order of this Court, dated January 5, 2005,
10 wherein the Court found that "it has general jurisdiction over the person MICHAEL
11 ECHEVARRIA." See Ex. 2, January 7, 2005, Order.

12
13 GENERAL ALLEGATIONS

14 4. At the urging of the Respondent, in or about May 2000, Jean Ruth purchased The
15 Mill, LLC ("the Mill"), a retail shopping and entertainment center in Lebanon, Tennessee.
16 Shortly thereafter, in June 2001, Jean Ruth transferred 100% of her membership interest in the
17 Mill to the Trust.

18
19 5. Respondent became President and the Tax Matters Member of the Mill. In
20 addition, Respondent became the Property Manager for the Mill. Consistent with his positions,
21 Respondent was responsible for the day to day management of the Mill, including but not limited
22 to: leasing space and maintaining maximum tenant capacity at the Mill; management and
23 payment of the Mill's mortgage, tax, and operational expenses; general management of the Mill's
24 financial and business affairs, such as rent collection, preparation of balance sheets, financial
25 statements, the completion and filing of any state and federal tax returns and forms, and other
26 business forms; and the general maintenance and repair of the property.
27
28

1 6. Furthermore, as the President, Tax Matters Member and the Property Manager,
2 Respondent owed a fiduciary duty to Jean Ruth, the Trust and the Estate of Jean Ruth to
3 competently administer the affairs of the Mill with an eye towards the best interests of Jean Ruth,
4 the Trust and the Estate of Jean Ruth.
5

6 7. During Respondent's tenure as the President, Tax Matters Member and the
7 Property Manager, Respondent failed to pay property taxes for the years 2002, 2003 and 2004,
8 incurring liability in excess of \$52,000. Attached as Ex. 3, is a breakdown of the unpaid taxes
9 and the amounts owed.
10

11 8. During Respondent's tenure as the President, Tax Matters Member and the
12 Property Manager, Respondent failed to use the rents paid by the Mill's tenants to pay the
13 mortgage on the property, which was held by the Bank of Nashville and which resulted in the
14 assessment of late fees and more significantly, the Bank of Nashville taking action to collect on
15 the remaining amount due on the loan in December 2003. This resulted in Jean Ruth having to
16 hire an attorney for purposes of negotiating the loan with the Bank of Nashville. After agreeing
17 to pay down the loan by \$50,000.00, and bring the mortgage payments current, the Bank of
18 Nashville extended the loan for one year, up to December 4, 2004, by which time, Jean Ruth
19 would have to pay the loan in full. Jean Ruth concluded that it was necessary to sell the Mill and
20 advised Respondent of the same. Despite Jean Ruth's efforts, at the time the loan matured in
21 December 2004, there existed over \$90,000 in late fees. Attached as Ex. 4, is the notice from the
22 Bank of Nashville, identifying the late fees and the amounts owed.
23

24 9. Also during the Respondent's tenure as the President, Tax Matters Member and
25 Property Manager, the Respondent failed to ensure maximum tenant capacity at the Mill and/or
26 ...
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28

1 to profitably operate the Mill. For the year 2002, the Mill operated at a *loss* of \$41,388. For the
2 year 2003, the Mill operated at a *loss* of \$28,424.

3 10. Jean Ruth hired Marc M. Asheghian, a certified accountant with the Tax
4 Consultancy Group in 2003. Mr. Asheghian assisted with the preparation of Jean Ruth's federal
5 income taxes and consulted with her regarding the sale of the Mill. Mr. Asheghian estimated that
6 in 2004, the Mill was capable of generating approximately \$293,515 in gross rental income and
7 approximately \$271,940 in net rental/operating income. Attached as **Ex. 5**, is Mr. Asheghian's
8 2004 Financial Projection. Mike Walker, the real estate broker in Lebanon, Tennessee, hired by
9 Jean Ruth to sell the Mill, estimated that for 2004, the Mill was capable of generating
10 approximately \$208,893 in gross rental income and approximately \$187,318 in net
11 rental/operating income. Attached as **Ex. 6**, is Mike Walker's 2004 Financial Projection.

12
13
14 11. Respondent also failed to secure arms-length rental agreements and payments for
15 at least two spaces, including one for the on-site apartment he shared with his girlfriend, Caroline
16 York; failed to timely collect rent from lessees; failed to conduct routine and necessary
17 maintenance and repair, resulting in damage to the entirety of the roof, which required \$700,000
18 in repair work; failure to timely pay vendors, service providers and other over-head related
19 expenses; and on information and belief, failed to file federal tax returns and/or forms for the
20 Mill for the years 2002 and 2003. Attached as **Ex. 7**, is an estimate for the cost of necessary
21 repairs to the roof at the Mill.

22
23 12. Further, Respondent failed to take or make any accounting or other documentation
24 of the Mill's profits, losses, operating expenses, etc. As a result, Jean Ruth was required to use
25 the Tax Consultancy Group to work with the Respondent for purposes of creating balance sheets,
26 financial statements and other financial and business related reports that the Respondent should
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28

1 have been preparing in the due and ordinary course of his position as President, Tax Matters
2 Member and Property Manager of the Mill, and which were required not only for purposes of
3 adhering to generally accepted accounting principals, but also for purposes of selling the
4 property.

5
6 13. The Respondent failed to cooperate with the Petitioner in selling the property in
7 breach of his duties to Jean Ruth and the Mill. In the summer of 2004, Respondent refused to
8 accept an offer to purchase the property for \$1,000,000.00, with a buyer who was willing to
9 immediately tender \$100,000.00, in earnest money. A second offer to purchase the property for
10 \$950,000.00, was jeopardized by a pending tax sale of the property for Respondent's admitted
11 failure to pay in excess of \$52,000 property taxes, for the Mill for 2002, 2003, and 2004.

12
13 14. The offer to buy was later adjusted to \$850,000.00 to reflect the value of the
14 property for, among other things, the Mill's state of disrepair, the outstanding property taxes
15 owed and pending tax sale, and the imminent foreclosure of the property by the Bank of
16 Nashville if the loan was not paid in full when it matured in December 2004. Jean Ruth and the
17 buyer anticipated closing the sale on or about December 22, 2004.

18
19 15. Thereafter, Respondent increased his efforts to delay and defeat the sale of the
20 Mill. Contrary to affirmative representations he made to Petitioner's attorney about the million
21 dollar value of the Mill and the availability of buyers, Respondent failed and refused to secure a
22 buyer for the Mill. Attached as Ex. 8, is a November 9, 2004, letter prepared by Jean Ruth's
23 attorney in Lebanon, Tennessee, in which he discusses the Respondent's failure to obtain sellers
24 as previously represented by him.

25
26 16. By December 9, 2004, Respondent refused and twice ejected a property appraiser
27 sent by the only interested buyer in the Mill, resulting in further delay of the pending
28

1 December 22, 2004, sale. Attached at Ex. 9, is a letter from the buyer itemizing the obstacles
2 created by the Respondent in effectuating the sale.

3 17. On or about December 2, 2004, Respondent filed a *lis pendis* and an application
4 for a temporary restraining order in the Chancery Court in Lebanon, Tennessee, to enjoin the sale
5 of the Mill. Attached as Ex. 10, is a copy of the *lis pendis* and application for a temporary
6 restraining order. The *lis pendis* and the temporary restraining order became effective
7 immediately pending the outcome of a hearing on the matter. Attached as Ex. 11, is the
8 Chancery Court's December 2, 2004, Order.
9

10 18. At about the same time, on December 1, 2004, Respondent filed a Petition for
11 Temporary and General Guardianship of the Jean Ruth Estate, in Las Vegas, Nevada, which is on
12 file with this Court, with the knowledge that there already existed valid testamentary documents
13 through which Jean Ruth and the Jean Ruth Estate provided for personal and estate guardianship
14 and succession. Respondent's Petition resulted in the hiring of Elyse M. Tyrell, Esq., of Trent,
15 Tyrell and Associates, for purposes of determining what was in the best interests of Jean Ruth.
16 Respondent's filing of the time sensitive litigation in multiple jurisdictions forced Jean Ruth to
17 expend additional amounts to prove that which was already known to Respondent.
18

19 19. In addition, because of the Respondent's conduct and filings, the buyer requested
20 to delay the closing date for the sale of the Mill from December 22, 2004, until January 22, 2005,
21 or until the litigation filed by the Respondent was resolved. Attached as Ex. 12, is the proposed
22 addendum to the agreement to sell from the buyer.
23

24 20. Effective December 15, 2004, Respondent was terminated from his various
25 positions and was commanded to immediately vacate the apartment he occupied at the Mill.
26
27 ...
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1 Attached as Ex. 13, is the letter sent to the Respondent terminating his employment and ordering
2 him to vacate the premises.

3 21. On or about December 22, 2004, Michael Walker located a third buyer who was
4 prepared to pay \$900,000 for the Mill and wanted to close the sale by December 30, 2004. Due
5 to Respondent's conduct and filings, however, the sale was unable to close by or on December
6 30, 2004.

7
8 22. On information and belief, Respondent encouraged and conspired with Raymond
9 Harris, a tenant of the Mill, to file a lawsuit against the Mill alleging that the Mill failed to pay
10 him for work performed, which was supported by false invoices, in an effort to further delay the
11 sale of the Mill. Notwithstanding the merits of this litigation, Jean Ruth settled the matter for
12 approximately \$50,000, so that she might proceed with the sale of the Mill.

13
14 23. On January 5, 2005, the Las Vegas, Nevada Court issued an Order determining
15 that, consistent with testamentary documents completed by Petitioner in May 2000, through
16 November 2004, Angel Echevarria was the Guardian of Jean Ruth and the Jean Ruth Estate. The
17 Court further ordered the Respondent not to interfere with the sale of the Mill and to provide the
18 documents requested by Jean Ruth, her Guardian and their representatives for purposes of
19 completing the sale of the Mill. See Ex. 2, January 7, 2005, Order.

20
21 24. Shortly thereafter, on January 25, 2005, the Chancery Court in Tennessee,
22 dismissed Respondent's *lis pendens* and lifted the temporary restraining order on the sale of the
23 Mill and ordered the Respondent to immediately vacate his residence at the Mill. Attached as
24 Ex. 14, is the Chancery Court's January 25, 2005, Order.

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1 25. When Respondent failed to vacate his residence at the Mill as requested and
2 ordered, on January 26, 2005, Jean Ruth enlisted the assistance of the local police for purposes of
3 forcefully evicting the Respondent and his live-in girlfriend.

4 26. On January 28, 2005, Respondent and his live-in girlfriend, Caroline York, each
5 filed a complaint against Jean Ruth and the Estate of Jean Ruth, alleging various causes of action.
6 Attached as Ex. 15, is Respondent's Complaint; attached as Ex. 16, is Caroline York's
7 Complaint. At the same time Respondent also filed a Motion in the Chancery Court in Lebanon,
8 Tennessee, to have the proceeds of the Mill held in escrow and his personal residence (at the
9 Mill) and property restored to him. Attached as Ex. 17, is Respondent's Motion.
10

11 27. The sale of the Mill closed on February 3, 2005. As a result of Respondent's gross
12 mismanagement of the Mill and breach of his duties, however, the \$900,000.00 purchase price of
13 the Mill was reduced to \$94,040.78, which reflects a reduction of \$805,959.22, for purposes of
14 paying the mortgage, late fees and per diem interest owed to the Bank of Nashville, the past due
15 property taxes and other costs and expenses related to Respondent's mismanagement. Attached as
16 Ex. 18, is the settlement statement from the sale.
17

18
19 RELIEF SOUGHT

20 28. Respondent is suspected of concealing, converting and/or otherwise disposing of
21 approximately \$220,000 in the Mill's rental payments and/or profits to his own use instead of
22 making use of these funds to pay the Mill's mortgage, property taxes, vendors, and other related
23 business expenses;
24

25 29. As a direct result of Respondent's conduct in mismanaging the Mill, Respondent
26 is suspected of concealing, converting and/or otherwise disposing of approximately \$130,000 of
27 personal funds that the Guardian Angel Echevarria invested in the Mill and which were to be
28

1 used to pay the mortgage, property taxes, and perform general repair and maintenance on the
2 Mill;

3 30. As a direct result of Respondent's conduct in mismanaging the Mill, petitioning
4 for guardianship in Nevada knowing that Jean Ruth had already provided for her guardianship
5 through formal testamentary documents, and filing the lis pendis, application for a temporary
6 restraining order and later, a civil complaint, all for purposes of delaying and defeating the sale of
7 the Mill, which Respondent knew to be in Jean Ruth's best interests, and engaging in other
8 conduct to disrupt, delay and defeat the sale of the Mill such as ejecting appraisers hired by the
9 purchaser and failing to prepare or provide complete or accurate financial and business
10 information about the Mill, Respondent is suspected of concealing, converting and/or otherwise
11 disposing of Jean Ruth's personal funds and assets by forcing her to litigate claims in multiple
12 jurisdictions, and to retain accountants, advisors and attorneys that would otherwise be
13 unnecessary, in an amount excess of \$6,000 in travel expenses; \$30,000 in consulting and
14 attorneys' fees and costs; \$30,000 in accounting and tax consulting fees and costs; \$50,000 in
15 settling frivolous lawsuits encouraged and incited by the Respondent; \$25,000 in penalties for
16 failure to pay property taxes to the State of Tennessee; \$114,000 in penalties for failure to timely
17 pay the mortgage to the Bank of Nashville; \$2200 to move Respondent from the Mill and store
18 Respondent's personal property for the month of February 2005; \$8,000 in compensation for
19 someone to manage the Mill from December 15, 2004, Respondent's termination date, and the
20 date that the Mill was sold; for a total approximate amount of \$265,200;

21 31. As a direct result of Respondent's conduct in mismanaging the Mill, Respondent
22 is suspected of concealing, converting and/or otherwise disposing of at least \$210,000 of Jean
23 Ruth's personal funds and assets from the sale of the Mill because these amounts were applied to
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1 unpaid mortgage and property tax payments and penalties and general expenses resulting from
2 Respondent's mismanagement of the Mill and dereliction of his duties as the President, Tax
3 Matters Member and Property Manager of the Mill;

4 32. Respondent is suspected of concealing, converting and/or otherwise disposing of
5 the Mill, which was Jean Ruth's real property, by failing to maintain the property in a state of
6 general and acceptable repair, resulting in an estimated \$700,000 in necessary repairs; living at
7 the property with his girlfriend without paying rent; failing to pay property taxes and/or the
8 mortgage; failure to secure adequate tenant capacity at the Mill; and generally engaging in
9 conduct in dereliction and breach of his duties as the President, Tax Matters Member and
10 Property Manager of the Mill.
11

12 33. Further, Jean Ruth avers and attests that Respondent has in his possession,
13 custody, control, and knowledge, deeds, conveyances, bonds, contracts or other writings that
14 contain evidence or will tend to disclose the right, title and interest of Jean Ruth in the real and
15 personal property of the Mill and other claims and/or demands made by Jean Ruth, the Jean Ruth
16 Estate, Jean Ruth's Guardian and the Respondent alike.
17

18 34. The names and addresses of the Persons entitled to Notice of these proceedings,
19 so far as they are known to Angel Echevarria are:
20

21 Jean R. Echevarria
22 12 Desert Highland Drive
23 Henderson, Nevada 89052

24 Robert Steven Echevarria
25 Address Unknown
26
27
28

1 Ana Echevarria
2 Anthony Echevarria
3 C/o Angel Echevarria
4 12 Desert Highland Drive
5 Henderson, Nevada 89052

6 Amanda Echevarria
7 Address Unknown

8 Theresa Lynn Echevarria
9 Address Unknown

10 Michael Echevarria
11 Address Unknown

12 WHEREAS, Angel Echevarria prays:

13 1. That this Court cause the issuance of a citation to Respondent Michael A.
14 Echevarria, to answer and provide an accounting, upon oath, on the matters of this petition; or

15 2. That in the alternative and/or if Respondent Michael A. Echevarria fails to answer
16 and/or provide an accounting, upon oath, on the matters of this petition, that this Court Order:

17 (a) the Respondent to pay and/or reimburse Jean Ruth and/or the Jean Ruth
18 Estate for fees, costs and expenses concealed, converted and/or disposed of by the Respondent in
19 the amount of \$825,200 pursuant to NRS 159.305; and

20 (b) the Respondent to divulge and/or produce any and all evidence of any
21 right, title and/or interest held by Jean Ruth and/or the Jean Ruth Estate; and

22 (c) the Respondent to pay as damages double the amount of the assets
23 concealed, or the amount of \$1,650,400.00, converted and/or disposed of by Respondent
24 pursuant to NRS 159.315;

25 ...

26 ...

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1 3. For other and such relief as this Court deems appropriate.
2
3

4 LIONEL SAWYER & COLLINS
5

6 By: 
7

8 ELIZABETH BRICKFIELD
9

10 Nevada State Bar No. 6236
11

12 SUZANNE L. MARTIN
13

14 Nevada State Bar No. 8833
15

16 300 South Fourth Street, #1700
17

18 Las Vegas, Nevada 89101
19

20 Attorneys for Angel Echevarria
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VERIFICATION

1
2 ANGEL ECHEVARRIA, whose address is 12 Desert Highlands Drive, Henderson,
3 Nevada, 89052, declares under penalties of perjury of the State of Nevada:

4 That she is the Petitioner who makes the forgoing PETITION PURSUANT TO NRS
5 159.305; that she has read said Petition and knows the contents thereof and that the same is true
6 of her own knowledge except for those matters that are stated on information and belief, and that
7 as to such matters, she believes it to be true.
8

9
10 DATED: February 17, 2005

11 
12 ANGEL ECHEVARRIA
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LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
100 SOUTH SECOND AVENUE, SUITE 200
LAS VEGAS,
NEVADA 89101
702.383.8888

13

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of February, 2005, service of the foregoing

PETITION FOR PAYMENT, REIMBURSEMENT AND/OR RESTITUTION AND

ACCOUNTING PURSUANT TO NRS 159.305 was by depositing a copy in the United States

Mail, postage prepaid, addressed to the following:

Jean R. Echevarria
12 Desert Highland Drive
Henderson, NV 89052

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st floor
Beverly Hills, CA 90212
Jean R. Echevarria's counsel

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highland Drive
Henderson, NV 89052

Michael A. Echevarria
Nevada Case Management, Inc.
c/o Kim Boyer, Esq.
Bolick Boyer & Goodsell
6060 West Elton, Suite A
Las Vegas, NV 89107

Elyse M. Tyrell, Esq.
8367 West Flamingo, #100
Las Vegas, NV 89147


An Employee of Lionel Sawyer & Collins

EXHIBIT 1

**ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST
FROM
JEAN R. ECHEVARRIA
TO
JEAN R. ECHEVARRIA, TRUSTEE OF THE
JEAN R. ECHEVARRIA TRUST, DATED NOVEMBER 14, 1997**

THIS ASSIGNMENT, dated this 2nd of June, 2001, is made and entered into by and between JEAN R. ECHEVARRIA ("Assignor") and JEAN R. ECHEVARRIA, Trustee of the JEAN R. ECHEVARRIA TRUST, dated November 14, 1997, ("Assignee"), with reference to the following facts:

WHEREAS, Assignor owns One Hundred Percent (100%) Membership Interest in THE MILL AT LEBANON, LLC ("LLC") which was formed pursuant to the Articles of Organization, dated May 24, 2000 (the "Articles"); and

WHEREAS, Assignor desires to assign for good and valuable consideration, all of her right, title, duties, obligations, and interest in and to a One Hundred Percent (100%) Membership Interest in the LLC to Assignee;

NOW, THEREFORE, in view of the foregoing facts Assignor assigns, transfers and conveys the Membership Interest to Assignee, and Assignee accepts all rights, title, duties, obligations and interest in and to the Interest.

This Assignment is made upon the following terms, covenants and conditions:

1. It is the intent of Assignor and Assignee that Assignee succeed to the Membership Interest as a Substituted Member, as such is defined in the Operating Agreement.
2. By its acceptance of the Membership Interest, Assignee hereby accepts, and agrees to be bound by, all of the terms and provisions of the Articles and Operating Agreement.
3. Assignor hereby warrants and represents for the reliance and benefit of Assignee and the Limited Liability Company, that Assignor is the owner of the Interest, and that Assignor has not previously sold, assigned, transferred, or encumbered the Membership Interest.

- 1 -

Jeffrey L. Darr & Associates
Attorneys at Law

4. The parties hereto represent and warrant for the reliance and benefit of the Limited Liability Company that this Assignment is made in accordance with all applicable laws and regulations and that Assignee meets all applicable investor suitability standards.

5. The parties hereto agree to execute and deliver such additional documents as may be necessary or appropriate to effectuate the provisions of the Articles and to consummate the assignment contemplated herein according to the terms and conditions hereof.

ASSIGNOR:


JEAN R. ECHEVARRIA

ASSIGNEE:


JEAN R. ECHEVARRIA, Trustee

CONSENT OF MEMBER

By executing this document, the Member of the Limited Liability Company expressly consent to the assignment of the Membership Interest from Assignor to Assignee, approve the form and content of this document, and acknowledge that Assignee is (as to the Interest) a substituted Member.


JEAN R. ECHEVARRIA

- 2 -

Jeffrey L. Huff & Associates
Attorneys at Law

EXHIBIT 2

1 NEOJ
2 MARK A. SOLOMON, ESQ.
3 Nevada State Bar No. 0418
4 ELIZABETH BRICKFIELD, ESQ.
5 Nevada State Bar No. 6236
6 LIONEL SAWYER & COLLINS
7 1700 Bank of America Plaza
8 300 South Fourth Street
9 Las Vegas, Nevada 89101
10 (702) 383-8888

11 Attorneys for Angel Echevarria

12 **DISTRICT COURT, FAMILY COURT**

13 **CLARK COUNTY, NEVADA**

14 In the Matter of the Guardianship of the	)	Case No. G 27262
	)	Dept. No. E
15 Estate of JEAN RUTH ECHEVARRIA,)	
	)	Date of Hearing: January 5, 2005
16 Adult Ward	)	Time of Hearing: 9:00 a.m.
)	

17 **NOTICE OF ENTRY OF ORDER**

18 PLEASE TAKE NOTICE that an Order was entered in the above matter on the 7th day of
19 January, 2005, a true and correct copy of which is attached hereto.

20 Dated this 10 day of January, 2005.

21 LIONEL SAWYER & COLLINS

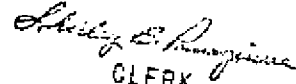
22 By 

23 MARK A. SOLOMON, ESQ.
24 Nevada Bar No. 0418
25 ELIZABETH BRICKFIELD, ESQ.
26 Nevada Bar No. 6236
27 LIONEL SAWYER & COLLINS
28 1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
Attorneys for Angel Echevarria

Page 1 of 2

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CERTIFICATE OF MAILING

I HEREBY CERTIFY that service of the foregoing NOTICE OF ENTRY OF ORDER was made this 10th day of January, 2005, by depositing a copy of the same in the United States Postal Service, postage prepared, by U.S. Mail, addressed to the entities at their last known address as follows:

Jean R. Echevarria
12 Desert Highland Drive
Henderson, NV 89052

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st floor
Beverly Hills, CA 90212

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highland Drive
Henderson, NV 89052

MICHAEL A. ECHEVARRIA
NEVADA CASE MANAGEMENT, INC.
c/o Kim Boyer, Esq.
Bolick Boyer & Goodsell
6060 West Elton, Suite A
Las Vegas, NV 89107

Elyse M. Tyrell, Esq.
8367 West Flamingo, #100
Las Vegas, NV 89147


ERIN BRUNDAGE, an employee of
LIONEL SAWYER & COLLINS

1 **ORDG**

2 **MARK A. SOLOMON, ESQ.**

3 **Nevada State Bar No. 0418**

4 **ELIZABETH BRICKFIELD, ESQ.**

5 **Nevada State Bar No. 6236**

6 **LIONEL SAWYER & COLLINS**

7 **1700 Bank of America Plaza**

8 **300 South Fourth Street**

9 **Las Vegas, Nevada 89101**

10 **(702) 383-8888**

11 **Attorneys for Angel Echevarria**

FILED

JAN 7 4 20 PM '05

Elizabeth Brickfield

12 **DISTRICT COURT, FAMILY COURT**
13 **CLARK COUNTY, NEVADA**

14 **In the Matter of the Guardianship of the**

) **Case No. G 27262**

15 **Estate of JEAN RUTH ECHEVARRIA,**

) **Dept. No. E**

16 **Adult Ward**

) **Date of Hearing: January 5, 2005**

) **Time of Hearing: 9:00 a.m.**

17 **ORDER APPOINTING ANGEL ECHEVARRIA AS GENERAL GUARDIAN OF THE**
18 **PERSON OF JEAN RUTH ECHEVARRIA AND SPECIAL GUARDIAN OF THE ESTATE**
19 **OF JEAN RUTH ECHEVARRIA; ORDER ASSUMING JURISDICTION OF THE JEAN**
20 **RUTH ECHEVARRIA TRUST; ORDER DIRECTING THE SALE OF AN ASSET OF THE**
21 **MILLS AT LEBANON, LLC; ORDER ASSESSING THE FEES OF ELYSE TYRELL, ESQ.;**
22 **ORDER APPOINTING ELYSE TYRELL AS GUARDIAN AD LITEM.**

23 **The Petition of Michael Echevarria and Nevada Fiduciary Services to be appointed as**
24 **General Guardian of the Estate of Jean Ruth Echevarria and the Opposition of Angel Echevarria to**
25 **Michael Echevarria's Petition and her Counter-Petition to be Named Guardian or Alternatively to**
26 **dismiss the proceedings came before the Court.**

27 **Present at the hearing were JEAN RUTH ECHEVARRIA, ANGEL ECHEVARRIA, JEAN**
28 **RUTH ECHEVARRIA's daughter and her counsel of record, ELIZABETH BRICKFIELD, ESQ. of**
the law firm of LIONEL SAWYER & COLLINS, KIM BOYER, ESQ. of the law firm of BOLICK
BOYER & GOODSSELL, on behalf of MICHAEL ECHEVARRIA and NEVADA FIDUCIARY

1 SERVICES, who were not present and ELYSE TYRELL, ESQ. of the law firm of PATRICIA
2 TRENT & ASSOCIATES, the investigator appointed by stipulation of the parties.

3 The Court, having considered the pleadings, heard the arguments of Counsel and having
4 interviewed JEAN RUTH ECHEVARRIA in camera made the following findings and orders.

5 The Court finds that JEAN RUTH ECHEVARRIA executed a valid estate plan, including
6 the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust, a Durable Power of Attorney, a Durable
7 Power of Attorney for Health Care and a Nomination of Guardian of her Person under her Last Will
8 and Testament.

9 The Court finds that JEAN RUTH ECHEVARRIA designated ANGEL ECHEVARRIA to
10 serve as Successor Trustee of the JEAN RUTH ECHEVARRIA TRUST; to serve as JEAN RUTH
11 ECHEVARRIA's agent for health care and all general purposes; to serve as Guardian of her Person
12 if necessary and that these designations are valid and in effect.

13 The Court finds that it has jurisdiction of the JEAN RUTH ECHEVARRIA TRUST as a
14 Nevada Trust and that ANGEL ECHEVARRIA is confirmed as successor trustee of the Trust:

15 The Court finds that one hundred percent of the membership interests of the Mill at Lebanon,
16 LLC is owned by the JEAN RUTH ECHEVARRIA TRUST;

17 The Court finds that JEAN RUTH ECHEVARRIA knows and understands the financial
18 conditions that make it in her best interest that the real property which is an asset of the Mills at
19 Lebanon, LLC be sold, as she has invested hundreds of thousands of dollars in the property; the
20 property is in poor condition and would require the replacement of the roof; the property is in
21 foreclosure and back taxes are owing;

22 The Court finds that it has general jurisdiction over the person of MICHAEL ECHEVARRIA
23 in that he submitted to this Court's jurisdiction by coming before this Court to seek his appointment
24

1 as Temporary and General Guardian of the Estate of JEAN RUTH ECHEVARRIA and placing the
2 issue of the sale of the real property owned by the Mills at Lebanon, LLC before this Court and that
3 any claims he is asserting against the Mills at Lebanon, LLC are claims that are properly before this
4 Court in this proceeding as one hundred percent of the membership interest in the Mills at Lebanon,
5 LLC is an asset of the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust;
6

7 The Court respectfully offers its suggestion to the Tennessee Court that in the name of
8 judicial economy and efficiency the Guardianship Court of the Eighth Judicial District Court, Clark
9 County, Nevada having all parties and the issues before it is the more appropriate forum for the
10 resolution of all issues relating to any claims being made by MICHAEL ECHEVARRIA that he has
11 an interest as a creditor of the Mills at Lebanon, LLC;
12

13 The Court respectfully notifies the Tennessee Court that the Guardianship Court of the Eighth
14 Judicial District Court, Clark County, Nevada is prepared to hold the proceeds from the sale of the
15 Mills at Lebanon, LLC real property in escrow pending resolution by the Guardianship Court of any
16 claims of MICHAEL ECHEVARRIA against such assets;
17

18 The Court finds that the privacy of JEAN RUTH ECHEVARRIA is to be respected and that
19 her financial affairs and estate planning documents are to remain protected and private:

20 The Court finds that pursuant to NRS 159.046(4) that MICHAEL ECHEVARRIA
21 unnecessarily or unreasonably caused the appointment of ELYSE TYRELL to investigate this matter
22 and is therefore liable for eighty-five percent of the expenses associated with the investigation.

23 GOOD CAUSE appearing;

24 IT IS HEREBY ORDERED that ANGEL ECHEVARRIA is appointed as Special Guardian
25 of the Estate of JEAN RUTH ECHEVARRIA with the authority to act in accordance with the
26 provisions of NRS 159.083 and to serve as such without bond;
27
28

1 IT IS FURTHER ORDERED that ANGEL ECHEVARRIA is appointed as General Guardian
2 of the Person of JEAN RUTH ECHEVARRIA;

3 IT IS FURTHER ORDERED that the Guardianship Court of the Eighth Judicial District
4 Court of the State of Nevada assumes jurisdiction over the Jean R. Echevarria Trust dated May 30,
5 2000, as a proceeding in rem;

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA
7 is confirmed as Trustee of the Jean R. Echevarria Trust dated May 30, 2000;

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the sale of the assets of
9 the Mills at Lebanon, LLC shall proceed as being in the Ward's best interests;

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA,
11 as successor trustee of the Jean R. Echevarria Trust shall execute all documents to complete the sale
12 of the real property held as an asset of the Mills at Lebanon, LLC;

13 IT IS FURTHER ORDERED ADJUDGED AND DECREED that Michael Echevarria shall
14 not interfere with the sale of the real property held as an asset of the Mills at Lebanon, LLC;

15 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ANGEL ECHEVARRIA
16 shall provide the Guardianship Court with a copy of all estate planning documents for JEAN
17 ECHEVARRIA and that such documents shall be reviewed by the Court in camera and kept
18 confidential;

19 IT IS FURTHER ORDERED ADJUDGED AND DECREED that any financial records,
20 documents, bank statements or copies of such obtained by MICHAEL ECHEVARRIA through
21 subpoena duces tecum or other discovery method shall be deemed subject to a protective order and
22 the discovery shall not be had by him or his counsel. If any such documents have been provided to
23 MICHAEL ECHEVARRIA or his counsel such documents and any copies shall be turned over to
24
25
26
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28

1 ELIZABETH BRICKFIELD, ESQ. and shall not be released to MICHAEL ECHEVARRIA;

2 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ELYSE TYRELL, ESQ.
3 shall be appointed as Guardian ad Litem in this matter;

4 IT IS FURTHER ORDERED ADJUDGED AND DECREED that eighty five percent of the
5 fees attributable to the services of ELYSE TYRELL, ESQ. as investigator in this matter shall be
6 paid by MICHAEL ECHEVARRIA and fifteen percent of the fees shall be paid from the assets of
7 JEAN RUTH ECHEVARRIA; and

8
9 IT IS FURTHER ORDERED ADJUDGED AND DECREED that MICHAEL
10 ECHEVARRIA take no action or make any request to any Court, including the Chancery Court of
11 Wilson County, Tennessee at Lebanon in Civil Action No.:04-418, known as Michael A.
12 Echevarria, Plaintiff v. The Mills at Lebanon, LLC, to prevent or stay the payment of the proceeds
13 of such sale to any person, Court or entity other than Angel Echevarria, successor trustee of the Jean
14 R. Echevarria Trust dated May 30, 2000.
15

16 Dated this 7 day of January, 2005.

17 
18 DISTRICT COURT JUDGE

19 For STEVEN E. JONES

20 Submitted by:

21 LIONEL SAWYER & COLLINS

22 By Mark A. Solomon
23 MARK A. SOLOMON, ESQ.
24 ELIZABETH BRICKFIELD, ESQ.
25 300 South Fourth Street
26 Las Vegas, Nevada 89101
27 Attorneys for Angel Echevarria
28

EXHIBIT 3

The Mill Tax Info:**Map 68D Group K Parcel 25.00****2004 County taxes: \$12,852.00****2004 City taxes: \$1,663.00****Personal property taxes: SI 008 (Gift Gallary)****2004 County taxes: \$21.00****2004 City taxes: \$3.00****Personal property taxes: SI 010 (Lady Godiva)****2004 County taxes: \$71.00****2004 City taxes: \$9.00*****Back Taxes - amounts are valid thru 12/31/04:*****2003 County taxes: \$14,779.80****2003 City taxes: \$1,912.50****2002 County taxes: \$18,449.20****2002 City taxes: \$2,429.09****Personal property taxes:****2003 County (for Tyrees) \$72.50****2003 City (for Tyrees) \$52.25****2003 County (for Memaws) \$72.50****2003 City (for Memaws) \$52.25****2003 County (for Gift Gallary) \$63.50****2003 City (for Gift Gallary) \$52.25**

The Mill Tax Info:**Map 68D Group K Parcel 14.00**

2004 County taxes: \$68.00

2004 City taxes: \$9.00

Back Taxes - amounts are valid thru 12/31/04::

2003 County taxes: \$78.20

2003 City taxes: \$10.40

2002 County taxes: \$156.16

2002 City taxes: \$63.87

***Total amount due: \$52,940.47 - additional penalty and interest will
accrue on January 1, 2005.***

EXHIBIT 4




Date: 11/29/04
Attn: Renee Thorne
RE: Payoff Request
The Mill @ Lebanon
Loan Number: 9123501-10

Current Balance	\$468,409.10
Interest Accrued	3,518.36
Late Charges	90,733.14
Other Fees	340.00
PAYOFF	\$563,000.60
Per Diem	\$ 97.59

Payoff figure provided for December 3, 2004. For each day hereafter, interest accrues at \$97.59. Payoff proceeds should be made payable to The Bank of Nashville and sent to my attention at the address below. Should you have any questions, I may be reached at (615) 271-2007.

Sincerely,


Ellen V. Hackett
VP

401 Church Street • Nashville, Tennessee 37219

Dec. 6. 2004 2:12PM Smythe & Puryear

No. 1883 P. 2/3

SMYTHE & PURYEAR
AN ASSOCIATION OF ATTORNEYSSUITE 333 • PILCHER BUILDING
144 SECOND AVENUE NORTH
NASHVILLE, TENNESSEE 37201Telephone: (615) 255-4849
Toll Free: 1 (877) 810-4849
Facsimile: (615) 255-4855**DANIEL H. PURYEAR**
ATTORNEY
dpuryear@smythepuryear.com**DAVID M. ANTHONY**
ATTORNEY
danthony@smythepuryear.com**DAVID M. SMYTHE**
ATTORNEY
dsmythe@smythepuryear.com**TOMMY BRADLEY**
LEGAL ASSISTANT
tommybradley@smythepuryear.com

December 6, 2004

VIA REGULAR AND CERTIFIED MAIL - -
RETURN RECEIPT REQUESTEDThe Mill at Lebanon, LLC
218 North Maple Street
Lebanon, TN 37087

Attn: Mike Echevarria, Managing Member

RE: The Bank of Nashville / Mortgage Loan No. 9123501 - - Payoff Balance Due
\$563,293.36 as of December 6, 2004, plus attorneys fees of \$250.00

Dear Mr. Echevarria:

Please be advised my office represents The Bank of Nashville, with regard to the above mortgage note which matured on December 2, 2004. As a result of the maturity of this Note, the Bank herein demands that all balances owing under the Note be paid at this time. As of December 6, 2004, a total payoff balance of \$563,293.36 is owed to the Bank as well as attorneys fees of \$250.00. Interest continues to accrue from and after the above date at the rate of \$97.59 per diem. If these amounts are not paid within ten (10) days of the above date, my office has been directed to begin foreclosure proceedings of the real property located at 218 North Maple Street, Lebanon, TN 37087, which secures this indebtedness. In such event, further foreclosure fees and expenses will be incurred. I trust you will wish to avoid that course of action and you will contact my office regarding payment of this Note balance and all expenses thereon within the time indicated.

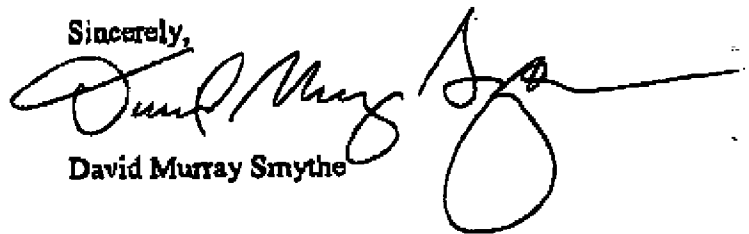
This letter will confirm that I am a debt collector attorney for The Bank of Nashville and this letter is an attempt to collect this indebtedness and any information obtained from you will be used for that purpose. This letter will also confirm that unless you dispute the validity of this debt or any portion thereof within thirty (30) days after receipt of this notice, the debt will be assumed to be valid. If you notify my office in writing within this thirty (30) day period that the debt or any portion thereof is disputed, my office will obtain verification of the debt and mail a copy to you. Your failure to dispute the validity of the debt may not be construed by any court as

The Mill at Lebanon, LLC
December 6, 2004
Page 2

an admission of liability. My office will also obtain the name and address of the original creditor (if different from the current creditor) if you so request in writing within this same thirty (30) day period.

I look forward to hearing from you promptly with regard to this matter. I remain

Sincerely,



David Murray Smythe

DMS:slo

cc: The Bank of Nashville

Ms. Jean R. Echevarria (Guarantor)

EXHIBIT 5

THE MILL AT LEBANON
INCOME STATEMENT

Projected Lease Payment for the period December 31, 2004

	Projected Jan04 thru Jun04	Projected Jul04 thru Dec04	Projected Total
GROSS RENT			
Wall Mart-based on 2003 rent roll	-	-	-
Tenants Without Lease Contracts	6,300.00	6,300.00	12,600.00
Intrigue Gymnastics	15,750.00	15,750.00	31,500.00
Internet Mktg.(closed June04)	14,625.00		14,625.00
Banquet Room/Event Room	60,000.00	60,000.00	120,000.00
Highland Self Storage		8,281.25	8,281.25
Lady Godiva-Pub	17,280.00	17,280.00	34,560.00
Shoppers Alley	35,976.00	35,976.00	71,952.00
	<u>149,931.00</u>	<u>143,587.25</u>	<u>293,518.25</u>
TOTAL GROSS RENT INCOME	149,931.00	143,587.25	293,518.25
OPERATING EXPENSES			
Gas/Electric Utilities	9,413.41		
Telephone Expense	1,328.37		
Taxes & Licenses	6,783.52		
Insurance Exp.-Bldg & Property	<u>4,049.00</u>	<u>21,574.30</u>	<u>21,574.30</u>
NET INCOME OPERATING INCOME	128,356.70	122,012.95	271,943.95

Notes:

	Monthly	Semi Annually
Tenants w/o lease contracts		
Back of Main Office	450.00	
Thurmans Meat	600.00	
Los Compadres Storage(closed ?)	-	
Total	<u>1,050.00</u>	6,300.00
 Banquet Room/Event Room		
Estimate rent (5 x \$1,500)	7,500.00	
Services rendered security equip. rent etc.(5 x \$500)	<u>2,500.00</u>	
Total	<u>10,000.00</u>	60,000.00

Operating expenses are assumed to remain constant for the period

EXHIBIT 6

THE MILL AT LEBANON**INCOME STATEMENT(Mike Walker Estimate)**

Projected Lease Payment for the period December 31, 2004

	Projected Jan04 thru Jun04	Projected Jul04 thru Dec04	Projected Total
GROSS RENT			
Tenants Without Lease Contracts	6,300.00	6,300.00	12,600.00
Intrigue Gymnastics	15,750.00	15,750.00	31,500.00
Banquet Room/Event Room	-	50,000.00	50,000.00
Highland Self Storage	-	8,281.25	8,281.25
Lady Godiva-Pub	17,280.00	17,280.00	34,560.00
Shoppers Alley	35,976.00	35,976.00	71,952.00
	<u>75,306.00</u>	<u>133,587.25</u>	<u>208,893.25</u>
TOTAL GROSS RENT INCOME	75,306.00	133,587.25	208,893.25
OPERATING EXPENSES			
Gas/Electric Utilities	9,413.41		
Telephone Expense	1,328.37		
Taxes & Licenses	6,783.52		
Insurance Exp.-Bldg & Property	<u>4,049.00</u>	21,574.30	21,574.30
		<u>21,574.30</u>	<u>21,574.30</u>
NET INCOME OPERATING INCOME	53,731.70	112,012.95	187,318.95

Notes:

	Monthly	Semi Annually
Tenants w/o lease contracts		
Back of Main Office	450.00	
Thurmans Mead	600.00	
Total	<u>1,050.00</u>	6,300.00
Banquet Room/Event Room(Mike Walker Estimate)		50,000.00

Operating expenses are assumed to remain constant for the period

EXHIBIT 7



Fax

To: MIKE WALKER AND ANITA TATE From: Heartland Roofing OFF: 367-4799
-CELL: 210-6556 FAX: 367-0102

Fax: 449-5853 Pages: 1 (including Coversheet)

Phone: 443-7653 Date: 9-13-04

Re: CC:

MIKE, IN CONSIDERATION FOR THE ROOF INSPECTION AT "THE MILL AT LEBANON", SEVERAL ITEMS NEED TO BE ADDRESSED IN ORDER TO HAVE A MORE ACCURATE ESTIMATE FOR A COMPLETED PROJECT PRICE, BUT WITH THE TIME CRUNCH THAT WE HAVE BEEN WORKING WITH I CAN ONLY GIVE A (VERY CLOSE) ESTIMATE BASED ON WHAT IS VISIBLE ALONG WITH SOME PROBABLE SITUATIONS THAT USUALLY ARISE DURING PROJECTS OF THIS NATURE. ALSO, I WOULD CEASE ALL INTERIOR WORK UNTIL A SOUND ROOF HAS BEEN INSTALLED AS NOT TO WASTE ANY FUNDS... AFTER LOOKING OVER THE FIGURES, WE ESTIMATE THIS PROJECT TO COME IN AT AROUND \$700K. CONSIDERATIONS HAVE BEEN MADE BASED ON: AGE OF THE STRUCTURE, NUMBER OF LAYERS, IRREGULAR CONNECTION BETWEEN BUILDINGS THAT HAVE BEEN ROOFED WITH SEVERAL DIFFERENT TYPES OF MATERIALS, (NOT ONLY INDIVIDUALLY IN SOME CASES, BUT SEPERATELY AS WELL), SIZE OF THE JOB, LABOR, MATERIALS, TIME NEEDED, PERMITS AND INSURANCE. I MIGHT ALSO ADD TO SOME DEGREE, THIS IS A VERY DANGEROUS JOB. WHILE INSPECTING, MY HELPER AND I WERE CONCERNED NOT TO STAND TO CLOSE TO EACH OTHER FOR FEAR THAT OUR COMBINED WIEGHT MAY CAUSE US TO FALL THROUGH CERTAIN AREAS.

THE ONLY THINGS THAT I CAN THINK OF THAT WOULD AFFECT THE ESTIMATE WOULD BE AN UPGRADE IN CHOICE OF MATERIALS, SERIOUS UNSEEN STRUCTURAL DAMAGE, A CHANGE OF STRUCTURAL DESIGN AND A COST OF MATERIALS INCREASE. (WHICH IS HIGHLY LIKELY DO TO IRAQ (OIL) AND THE MORE RECENT FLORIDA SITUATION ZAPPING UP SUPPLIES). A BREAKDOWN ESTIMATE PER BUILDING CAN BE OBTAINED AS WE GO BUT WILL TAKE MORE RESEARCH AND WOULD INCURE A COST. IF AT ALL POSSIBLE THE ROOFS ON THESE BUILDINGS SHOULD BE DONE IN THE SAME TIME FRAME FOR CONTINUETY, WARRANTY AND COST EFFECTIVENESS. IF YOU HAVE ANY FURTHER QUESTIONS, PLEASE CONTACT ME AT THE NUMBERS ABOVE.

SINCERELY,
GARY JONES

EXHIBIT 8

CORBIS & FERRUM

INCORPORATED IN CALIFORNIA

VIA FAX

November 9, 2004

Michael Echevarria
The Mill at Lebanon

Dear Michael,

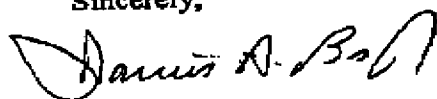
For the last several weeks you have said that you will talk to appraisers and look for other Buyers for The Mill at Lebanon. As you know, the property has three years of losses, and only several months of positive cash flow. We are facing a default on the Bank of Nashville this December, and a tax sale before then. The taxes have not been paid for the last several years and the Bank of Nashville is unwilling to consider any extensions or refinancing. As property manager you must help make the best decision for Jean Echevarria, your mother.

Last Friday you mentioned that you would contest the sale of the property to the only Buyer that is currently willing to buy this property based on the fact that you believe your mother is incapable of making any financial decisions regarding the property. As a result of our last two telephone conversations I have informed Jean's real estate agent, Mike Walker, that the contract may be contested and that he needs to inform the Buyer of this fact.

I have not yet received any information from you concerning working with other banks or buyers that would prevent Jean from defaulting on the property. Nor have I received any analysis from you that would demonstrate that this property is a good investment for your mother. I have asked for the names of banks and bank contacts that may consider refinancing, but you have insisted that you would like to take the lead.

Although Angel and Jean are meeting with Estate lawyers and doctors this week to determine how to handle her memory issues, time is of the essence for your help to prevent financial losses to Jean. Please call me and tell me whether you have any new ideas for the sale of this property or whether you are simply going to contest the sale without any alternatives.

Sincerely,



Darius A. Baghai
Attorney at Law

Cc: Jean & Angel L. Echevarria

Los Angeles
144 S. Palm Dr., First Floor, Beverly Hills, CA 90212

Washington, D.C.
Tel: (310) 622-8799

HP LaserJet 3330



1Voq
310-622-8799
Nov-9-2004 4:34PM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
366	11/ 9/2004	4:33:14PM	Send	16154535143	0:54	2	OK

CORBIS & FERRUM**FAX SHEET**

TO: Michael Schwartz
(619) 453-5143

FROM: Darius A. Baghal, Esq.
(310) 622-8799

RE: The Mill at Lebanon

DATE: November 9, 2004

OF PAGES: 2 pages total (including cover page).

NOTES:

This message is solely for the use of the individual or entity to which it is addressed, and it may contain information that is privileged or confidential. Do not copy or distribute this communication, or disseminate its information unless you are the addressee, his/her/its agent or employee with the authority to do so. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

1st E. John Drive, First Plant, Beverly Hills, CA 90212

Fax: (310) 881-9061, Tel: (310) 622-8799

EXHIBIT 9



150 Old Hickory Blvd - Suite 150 - Brentwood, TN 37027

Phone: (615) 370-8198
Toll Free: 1-888-223-8380
Fax: (615) 371-9678
www.acecfi.com/nashville

Anita Tate
Cumberland Real Estate
124 Public Square
Lebanon, TN 37087

12/08/2004

Dear Anita,

I was notified by David Purrish, of Silver Hill Financial, that the contracted appraiser was dispatched from the property at The Mill at Lebanon again! As a result of continuous harassment from Mike Echevarria, the appraiser has quit the appraisal job and will not return to that location.

I would like to review the time line from September to now concerning this sale.

- September 29- First pre-approval letter issued to Mr. Jong Byun.
- November 3- bid process initiated to secure a commercial appraiser and Silver Hill receives \$2,000 appraisal fee from Jong Byun. Received final contract and addendums from your office.
- November 16- Commercial appraiser Roger Joynes was sent for the initial property inspection and refused access to the property because the property was not for sale, per Mr. Echevarria. Appraisal was to be completed in ten (10) days.
- November 17- Contacted David Purrish concerning another attempt at the appraisal if we could offer the assurance there would not be any further interference from Mr. Echevarria. Per your office and the office of Rochelle, McCulloch & Aulds, PLLC, there would be no more issues gaining access to the property.
- November 26- The appraiser was allowed to walk the property from 9:30 A.M. to 1:00 P.M. for the preliminary walk through.
- November 29- Received rate lock extension from Silver Hill Financial.
- December 3- Appraiser returns to the property for the final walk through and assessment. Mr. Mike Echevarria, per Mr. Roger Joynes, asked Roger to leave the property. Roger Joynes informed Mike Echevarria he was there to complete an appraisal and who was he and why should it concern him? After several minutes of discussion, Mike Echevarria introduced himself as the owner and that the property was not for sale, according to Roger Joynes.
- December 7- Contacted Silver Hill Financial concerning the clearance of another appraisal service, Newman Appraisals in Lebanon.
- December 8- Received clearance on Newman Appraisals and issued an Engagement Letter to them at an appraisal fee of \$4,500 due to the short time to completion.



Indianapolis, IN (2 Locations) • Evansville, IN • Bloomington, IN • Terre Haute, IN • Merrillville, IN • South Bend, IN • St. Louis, MO • Minneapolis, MN • Nashville, TN • Jacksonville, FL • Las Vegas, NV • North Phoenix, AZ • South Phoenix, AZ • Denver, CO • Cincinnati, OH • Columbus, OH • Tampa, FL





750 Old Hickory Blvd • Suite 150 • Brentwood, TN 37027

Phone: (615) 370-8158
Toll Free: 1-888-223-8380
Fax: (615) 371-9678
www.acefi.com/nashville

After speaking with David Purrish earlier today, the senior underwriters and appraisal review analyst are beginning to question whether to proceed with this loan. Since the initial Pre-Approval has expired, they can pull the rug out from under us at any time! There can not be any more delays. This loan must close by December 24, 2004. If the close is not completed by that date, I will be forced to withdraw the loan from Silver Hill Financial. I can not damage our reputation with our largest commercial lender over one loan. We have already been granted one rate lock extension, even with prime moving once during the process and another adjustment is expected by the Federal Reserve later this month. I will find it hard to request another exception from Silver Hill Financial after all the delays due to a situation out of our control.

Please let me know what I can do to assist in the completion of the transaction.

Respectfully,

David Pilgrim
Commercial
&
Residential
Loan Officer



Indianapolis, IN (2 Locations) • Evansville, IN • Bloomington, IN • Terre Haute, IN • Merrillville, IN •
South Bend, IN • St. Louis, MO • Minneapolis, MN • Nashville, TN • Jacksonville, FL • Las Vegas, NV •
North Phoenix, AZ • South Phoenix, AZ • Denver, CO • Cincinnati, OH • Columbus, OH • Tampa, FL



EXHIBIT 10

FILE COPY

IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE

MICHAEL A. ECHEVARRIA,

Plaintiff

v.

Civil Action No. 04418

THE MILL AT LEBANON, LLC,

Defendant.

COMPLAINT

FILED
 DEC 02 2004
 9:15
 A.M. P.M.
 BARBARA WEBB, CLERK & MASTER
 CHANCERY COURT WILSON CO, TN

Comes the Plaintiff, Michael A. Echevarria, and sues the Defendant, The Mill at Lebanon, LLC, as follows:

1. Michael A. Echevarria is a citizen and resident of Wilson County, Tennessee residing at 300 North Maple Street, Lebanon, Wilson County, Tennessee.
2. The Mill at Lebanon, LLC is a Tennessee Limited Liability Company with its principle executive office at 12 Desert Highland Drive, Henderson, Nevada 89052.
3. The principle asset of the Defendant is real property located in Lebanon, Wilson County, Tennessee, described according to the attached exhibit which is incorporated herein by reference.
4. Plaintiff is the president of the LLC and pursuant to the Operating Agreement is vested with the authority to sign and deliver deeds and other documents concerning real estate. The owner of the LLC is Jean R. Echevarria, mother of the Plaintiff. It is believed that Ms. Echevarria suffers from Alzheimer's disease or other type of dementia and is incapable of handling her financial affairs. Mr. Echevarria resides at 12 Desert Highland Drive, Henderson, Nevada 89052.
5. There is being filed simultaneously with this action a Petition for Appointment of Temporary Guardians of Estate Only and Petition for Appointment of General Guardians of Estate Only in the District Court of Clark County, Nevada requesting that the Nevada state courts appoint a guardian for Ms. Echevarria.

6. Notwithstanding the fact that Plaintiff is the president of the LLC and Ms. Echevarria is suffering from dementia, Plaintiff was informed on November 29, 2004, that a contract for sale of the real property described above was pending and scheduled to close on December 3, 2004. Plaintiff has not been provided with a copy of any contract for sale of the above described property and does not know its terms and conditions and does not believe that Ms. Echevarria is mentally capable of executing and understanding such a contract.

7. Although Plaintiff is not an owner of the LLC, he does actively manage the property on a daily basis and has invested approximately Two Hundred Thousand Dollars (\$200,000.00) of his personal funds in the improvements to the above described real property.

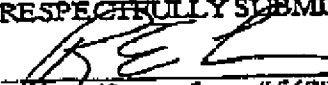
8. Due to the above, Plaintiff believes that he will suffer immediate and irreparable harm before notice can be given and a hearing held in the event the proposed sale is not enjoined.

WHEREFORE, PLAINTIFF PRAYS


1. That proper process issue and be served upon Defendant and it be required to answer.
2. That the sale of the real property described herein be enjoined.
3. That Plaintiff have all further and general relief.

THIS IS THE FIRST APPLICATION FOR A RESTRAINING ORDER IN THIS CAUSE

RESPECTFULLY SUBMITTED,


Robert Evans Lee, # 5629
Lee & Lee Attorneys at Law, P.C.
Attorneys for Plaintiff
109 East Gay Street
Lebanon, TN 37087
615/ 444-3900

I am surety for the costs of this cause.


Robert Evans Lee
Lee & Lee Attorneys at Law, P.C.

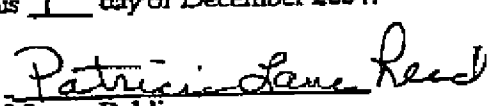
STATE OF TENNESSEE
COUNTY OF WILSON

I, Michael A. Echevarria, after first being duly sworn, according to law, make oath that the statements in his foregoing Complaint, made as of his own knowledge, are true, and those made as on information and belief, he believes to be true. Witness my hand this 1 day of December 2004.



Plaintiff

SWORN to and subscribed before me this 1st day of December 2004.



Notary Public

My Commission Expires: 3-27-06 -



Gen/ echevarria.complaint

EXHIBIT A

FILED
 DEC 02 2004
 A.M. 9:15 P.M.
 BARBARA WEBB, CLERK & MASTER
 PRINCETON COURT WYOMING, OH

LEGAL DESCRIPTION

BEING a parcel of land in the Tenth Civil District of Wilson County, City of Lebanon, Tennessee, located on the westerly margin of North Maple Street north of West Main Street and being more particularly described as follows:

BEGINNING at an iron pin in the west margin of North Maple Street at the northeast corner of herein described tract;

Thence, with the westerly margin of North Maple Street, S04 degrees 16'12"W, 353.60 feet to an iron pin;

Thence, continuing with said margin, S05 degrees 19'53"W, 269.86 feet to an iron pin;

Thence, leaving said margin with the north line of Timothy A. Edwards of record in Deed Book: 457, page 665, R.O.W.C., N84 degrees 26'04"W, 222.71 feet to a 10" wood post;

Thence, S05 degrees 23'56"W, 38.00 feet to a point in the center of Sinking Creek;

Thence, with the center of said creek, N62 degrees 07'08"W, 173.22 feet to a point;

Thence, leaving said creek, S07 degrees 18'09"W, 31.00 feet to a iron pin in northerly margin of CSX Transportation Railroad;

Thence, with said margin and a curve concave to the south having a central angle of 15 degrees 06'28", a radius of 1004.93 feet and a chord of N44 degrees 57'42"W, 264.22 feet for an arc length of 264.98 feet to an iron pin;

Thence, S07 degrees 31'12"W, 28.94 feet to an iron pin;

Thence, with a curve concave to the south having a central angle of 08 degrees 47'00", a radius of 979.93 feet and a chord of N55 degrees 57'10"W, 150.07 feet for an arc length of 150.22 feet to an iron pin;

Thence, N60 degrees 26'47"W, 408.53 feet to an iron pin in the easterly margin of North Greenwood Street;

Thence, with said margin and a curve concave to the east having a central angle of 05 degrees 44'40", a radius of 542.96 feet and a chord of N09 degrees 11'07"E, 54.41 feet for an arc length of 54.44 feet to a point;

Thence, leaving said margin, S84 degrees 47'41"E, 26.05 feet to a point;

Thence, N05 degrees 00'53"E, 40.00 feet to an iron pin;

Thence, N84 degrees 40'26"W, 19.58 feet to an iron pin in the east margin of North Greenwood Street;

BK 818 PG 2501

Thence, with a curve concave to the east having a central angle of 34 degrees 05'30", a radius of 542.96 feet and a chord of N33 degrees 22'56"E, 313.32 feet for an arc length of 323.07 feet to a point;

Thence, N30 degrees 24'50"E, 2.00 feet to an iron pin;

Thence, leaving said margin with the south line of a 12-foot alley, S82 degrees 55'10"E, 620.71 feet to an iron pin in the west line of BellSouth Mobility, Inc. of record in Deed Book 440, page 193, R.O.W.C.;

Thence, S09 degrees 17'27"W, 8.63 feet to an iron pin;

Thence, S82 degrees 49'05"E, 68.90 feet to an iron pin;

Thence, with Jerry B. Collis and wife, Robbie of record in Deed Book 458, page 25, R.O.W.C., and Larry Ferrell of record in Deed Book 449, page 505, R.O.W.C., S04 degrees 43'36"W, 107.33 feet to an iron pin;

Thence, with the south line Ferrell, S86 degrees 05'59"E, 235.03 feet to the point of beginning, containing 611,798 square feet or 14.05 acres, more or less.

CDMA\FCD\DOCS\ATT\3915901

THIS INSTRUMENT PREPARED BY:
 Lee and Lee, Attorneys at Law, P.C.
 109 East Gay Street
 Lebanon, Tennessee 37087

FILED
 DEC 2 2004
 A.M. 4:15 P.M.
 BARBARA WEBB, CLERK & MASTER
 CHANCERY COURT WILSON CO. TN

ABSTRACT OF SUIT (LIENS LIS PENDENS)

Pursuant to Section 20-3-101, Tenn. Code Ann., notice is hereby given that Michael A. Echevarria, (hereinafter "Plaintiff") has filed a Complaint in the Chancery Court for the Wilson County, Tennessee, Civil Action No. 04418, against The Mill at Lebanon LLC seeking to enjoin the sale certain real property described below, located in Wilson County, Tennessee, and owned by The Mill at Lebanon LLC. Plaintiff filed said action on December 2, 2004, and it is styled Michael A. Echevarria v. The Mill at Lebanon LLC.

Notice is further given that the Plaintiff claims a lien lis pendens upon said real property; the description of which is as follows:

See attached Exhibit.

IN WITNESS WHEREOF, this Abstract of Suit [Lien Lis Pendens] has been executed this the 1st day of December 2004.

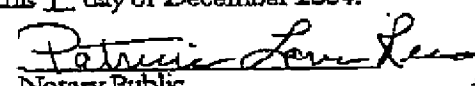

 Michael A. Echevarria, Plaintiff

STATE OF TENNESSEE
 COUNTY OF WILSON

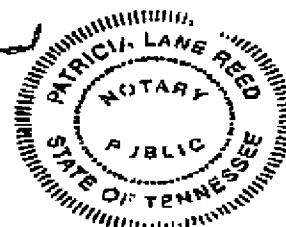
I, Michael A. Echevarria, after first being duly sworn, according to law, make oath that: I have read the foregoing Abstract of Suit (Lien Lis Pendens) and the facts set forth therein are true to the best of my knowledge, information and belief. Witness my hand this the 1st day of December 2004.


 Plaintiff

SWORN to and subscribed before me this 1st day of December 2004.


 Notary Public

My Commission Expires: 3-27-06



CERTIFICATE

STATE OF TENNESSEE
COUNTY OF WILSON

I, Barbara Webb, Clerk & Master, do hereby certify that the foregoing is a true Abstract of the Complaint filed in the case of Michael A. Echevarria v. The Mill at Lebanon LLC in the Chancery Court for the State of Tennessee, Wilson County. Given my hand and official seal this the ___ day of December 2004.

Barbara Webb 12/17/04
Barbara Webb Clerk & Master

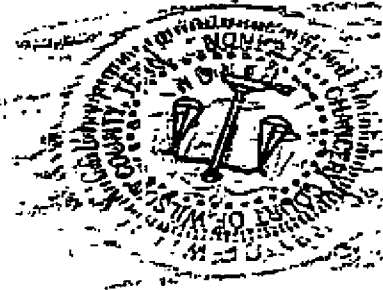
BY:

Deputy Clerk

Luthann McCreary 12/17/04

STATE OF TENNESSEE, COUNTY OF WILSON
I hereby certify the foregoing to be a true and
perfect copy of the original instrument on file
in this case.

2nd day of *December*, 20 *04*
BARBARA WEBB, CLERK & MASTER
Luthann McCreary D. C&M



Gen/ independent

EXHIBIT A

DEC 02 2004
A.M. 9:15 P.M.
BARBARA WEBB, CLERK & MASTER
CHANCERY CLERK, DEKALB COUNTY, TN
BK 818 PG 256

LEGAL DESCRIPTION

BEING a parcel of land in the Tenth Civil District of Wilson County, City of Lebanon, Tennessee, located on the westerly margin of North Maple Street north of West Main Street and being more particularly described as follows:

BEGINNING at an iron pin in the west margin of North Maple Street at the northeast corner of herein described tract;

Thence, with the westerly margin of North Maple Street, S04 degrees 16'12"W, 353.60 feet to an iron pin;

Thence, continuing with said margin, S05 degrees 19'53"W, 269.86 feet to an iron pin;

Thence, leaving said margin with the north line of Timothy A. Edwards of record in Deed Book 457, page 665, R.O.W.C., N84 degrees 26'04"W, 222.71 feet to a 10" wood post;

Thence, S05 degrees 23'56"W, 38.00 feet to a point in the center of Sinking Creek;

Thence, with the center of said creek, N62 degrees 07'08"W, 173.22 feet to a point;

Thence, leaving said creek, S07 degrees 13'09"W, 31.00 feet to a iron pin in northerly margin of CSX Transportation Railroad;

Thence, with said margin and a curve concave to the south having a central angle of 15 degrees 06'28", a radius of 1004.93 feet and a chord of N44 degrees 57'42"W, 264.22 feet for an arc length of 264.98 feet to an iron pin;

Thence, S07 degrees 31'12"W, 28.94 feet to an iron pin;

Thence, with a curve concave to the south having a central angle of 08 degrees 47'00", a radius of 979.93 feet and a chord of N35 degrees 57'10"W, 150.07 feet for an arc length of 150.22 feet to an iron pin;

Thence, N60 degrees 26'47"W, 408.53 feet to an iron pin in the easterly margin of North Greenwood Street;

Thence, with said margin and a curve concave to the east having a central angle of 05 degrees 44'40", a radius of 542.96 feet and a chord of N09 degrees 11'07"E, 54.41 feet for an arc length of 54.14 feet to a point;

Thence, leaving said margin, S84 degrees 47'41"E, 26.05 feet to a point;

Thence, N05 degrees 00'53"E, 40.00 feet to an iron pin;

Thence, N84 degrees 40'26"W, 19.58 feet to an iron pin in the east margin of North Greenwood Street;

BK 818 PG 2501

Thence, with a curve concave to the east having a central angle of 34 degrees 05'30", a radius of 542.96 feet and a chord of N33 degrees 22'56"E, 318.32 feet for an arc length of 323.07 feet to a point;

Thence, N50 degrees 24'50"E, 2.00 feet to an iron pin;

Thence, leaving said margin with the south line of a 12-foot alley, S82 degrees 55'10"E, 620.71 feet to an iron pin in the west line of BellSouth Mobility, Inc. of record in Deed Book 440, page 193, R.O.W.C.;

Thence, S09 degrees 17'27"W, 8.63 feet to an iron pin;

Thence, S82 degrees 49'05"E, 68.90 feet to an iron pin;

Thence, with Jerry B. Collis and wife, Robbie of record in Deed Book 458, page 25, R.O.W.C., and Larry Ferrell of record in Deed Book 449, page 505, R.O.W.C., S04 degrees 43'36"W, 107.33 feet to an iron pin;

Thence, with the south line Ferrell, S86 degrees 05'59"E, 235.03 feet to the point of beginning, containing 611,798 square feet or 14.05 acres, more or less.

ODMAPCDOCSWILL3915901

BK/PG: 1086/1298-1261

04248304

4 FEB : AL - LEE PERSONS	
JWEL. BOOK: 4786A	
12/02/2004 - 09:31 AM	
SEARCH	8.00
RECORDING FEE	0.00
TRANSFER FEE	0.00
RECORDING FEE	17.00
SD FEE	1.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	26.00

STATE OF TENNESSEE, WILSON COUNTY

JOHN B SPICKARD

REGISTER OF DEEDS

EXHIBIT 11

FILE COPY

IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE

MICHAEL A. ECHEVARRIA,

Plaintiff,

v.

Civil Action No. 04418

THE MILL AT LEBANON, LLC,

Defendant.

FILED
DEC 02 2004 P.M.
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO, TN

TEMPORARY RESTRAINING ORDER

TO: The Mill at Lebanon, LLC

You are hereby restrained from conveying the real property described in the attached exhibit pending further orders of this Court, and

This the 2nd day of December 2004.

CK Smith
CK. Smith, Chancellor

Gen/milestraining

EXHIBIT 12

The MIKE WALKER Home Selling Team

Mike Walker, Agent/Auctioneer

Cumberland Real Estate

121 Public Square

Lebanon, TN 37087

443-7653

449-5953 Fax

Facsimile Transmission

TO: Darius / Angel

FAX NUMBER: 310-861-9061 / 202-914-3448

FROM: MIKE WALKER / CUMBERLAND REAL ESTATE & AUCTION

DATE: 12 13 04

PAGES: 2

SUBJECT: The Mill at Lebanon

MESSAGE:

This extension has been requested due to
obvious delays. Buyer will not pay \$4,500 for
appraised until all court matters have been
resolved. Please sign & fax back to 615 449 5953

Thank

MW



124 Public Square
Lebanon, TN 37087
(615) 443-7653
Fax (615) 449-5953

ADDENDUM:Date: 12-9-04

This addendum is to the Sales Contract between Jean Echevarria
Seller and Jong Hwa Byun Buyer of the property located at
218 N Maple St Lebanon, TN 37087
Tennessee dated October 28, 2004

The below listed items are hereby incorporated in and are a part of said contract:

Closing date to be extended to on or before
January 22, 2005 as court dates, interference
of Son's injunction hearings does not allow
buyer time for an appraisal after hearings
to meet the contract closing date of December
22, 2004. Son has run off the first appraisal
twice so work could not be completed in
a timely manner for mortgage company.

Sellers

* Jong Hwa Byun
Buyers

Sellers

Buyers

Date

Time

Date

Time

12-9-043:05pm

EXHIBIT 13

December 15, 2004

December 15, 2004

Mr. Michael A. Echevarria
300 North Maple Street
Lebanon, TN 37087

Re: Termination of Employment

Dear Mr. Echevarria:

Please be advised that you are immediately terminated as President and Tax Matters Member of The Mill at Lebanon, LLC, and are hereby ordered to immediately vacate the premises.

Respectfully,

Angel L. Echevarria
Successor Trustee of The Jean R. Echevarria Trust
Dated November 14, 1997 and Power of Attorney
for Jean R. Echevarria

EXHIBIT 14

JAN 19 2005

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE
AT LEBANON

ST. JUDIS A

MICHAEL A. ECHEVARRIA,

Plaintiff,

vs.

THE MILL AT LEBANON, LLC,

Defendant.

CIVIL ACTION NO.: 04-418

RECEIVED

LIONEL SAWYER & COLLINS
2:48 AM/PM

FEB 16 2005

CALLED _____ AM/PM

V/M 3:50 AM/PM

DEL _____ AM/PM

INITIALS EB EB

ORDER

This cause came on to be heard on the 19th day of January, 2005, on the Motion of The Mill at Lebanon, LLC to dismiss the Complaint, to dissolve the *Lis Pendens* as heretofore filed by the Plaintiff, to have the Plaintiff found in contempt of Court for failure to provide financial information as heretofore ordered by the Court on December 17, 2004, and for an Order ordering the Plaintiff to immediately vacate the premises known as The Mill at Lebanon, LLC, and on the argument of counsel, from all of which the Court **FINDS and ORDERS** that the Plaintiff, Michael A. Echevarria, is **ORDERED** to immediately vacate the premises of The Mill at Lebanon, LLC.

The Court further **FINDS and ORDERS** that the *Lis Pendens* is withdrawn, terminated and dismissed.

The Court is not taking any action on the Motion for Contempt, in that, the Court is deferring its jurisdiction to the District Court, Family Court Clark County, Nevada, for any and all further actions by and between Michael A. Echevarria and The Mill at Lebanon, LLC, and,

therefore, **ORDERS** that this action is dismissed and the costs of this cause are taxed to the Plaintiff, Michael A. Echevarria, for which let execution issue if necessary.

Entered this, the 25 day of January, 2005.

C. K. Smith
C. K. SMITH, CHANCELLOR

APPROVED FOR ENTRY:

Gary Vandever
GARY VANDEVER, #6695
Attorney for The Mill at Lebanon, LLC
501 Park Avenue, Suite B
P. O. Box 642
Lebanon, TN 37088-0642
615/444-7145

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he has hand delivered a true copy of the foregoing Order to:

Hon. Bob Lee
LEE & LEE
109 East Gay Street
Lebanon, TN 37087

on this, the 19th day of January, 2005.

Gary Vandever
GARY VANDEVER

SDOL\CIVIL CASES\Echevarria, Angel\pleadings\Order-1-19-05

EXHIBIT 15

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE
AT LEBANON

MICHAEL A. ECHEVARRIA,
Plaintiff

v.

THE MILL AT LEBANON, LLC
Defendant

and

THE JEAN R. ECHEVARRIA TRUST
Defendant

and

JEAN ECHEVARRIA, individually
Defendant

FILED
JAN 28 2005
A.M. 1:45 P.M.
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO, TN 3718

**COMPLAINT FOR BREACH OF CONTRACT, UNJUST
ENRICHMENT, QUANTUM MERUIT AND FOR RESTORATION
AND POSSESSION OF PERSONAL RESIDENCE AND RETURN OF
PERSONAL ITEMS**

Comes now the Plaintiff, MICHAEL A. ECHEVARRIA, by and through counsel Brody N. Kane, and files this Complaint against the Defendants, THE MILL AT LEBANON, LLC, the JEAN R. ECHEVARRIA TRUST and JEAN ECHEVARRIA, individually, and would show the Court as follows:

1. That Plaintiff, Michael Echevarria is a citizen and resident of Wilson County, Tennessee, residing at 300 N. Maple Street, Lebanon, TN. Up until just recently, Plaintiff was also the President and Managing Member and Tax Manager of Defendant, The Mill at Lebanon, LLC.
2. The Defendant, The Mill At Lebanon, LLC is a Limited Liability Company existing under the laws of the State of Tennessee and is properly registered to do business in the State of Tennessee. The LLC is an active business and the Registered Agent for The Mill At Lebanon, LLC is Charles Sanger located at 414 Union Street, S-1600, Nashville, TN 37219.

3. The Defendant, Jean Echevarria is a resident of 12 Desert Highland Drive, Henderson, Nevada 89052, and owns 100% of the Membership Interest in The Mill At Lebanon, LLC.
4. The Defendant, The Jean Echevarria Trust, is a Trust established in the State of Nevada. Angel Echevarria is the Trustee of the Trust and resides at 12 Desert Highland Drive, Henderson, Nevada 89052. Upon information and belief, The Jean Echevarria Trust now owns Jean Echevarria's membership interest in The Mill At Lebanon, LLC.
5. Venue in the instant case is properly found in Wilson County, Tennessee pursuant to T.C.A. 20-4-101 and T.C.A.20-4-104.
6. That on or about May 2000, The Mill At Lebanon, LLC purchased the property known as "The Mill" located at 300 N. Maple Street, Lebanon, TN 37087.
7. That at the time, Michael Echevarria was named President, Tax Matters Member and Managing Member of The Mill At Lebanon, LLC.
8. That Defendant, Jean Echevarria, Mother of Michael Echevarria, appointed Plaintiff, Michael Echevarria to these aforementioned positions and asked him to handle the task of managing "The Mill". An oral contract was entered into between the parties whereby Plaintiff would be fully compensated for his services to the LLC. Plaintiff's job and services to the LLC entailed property management of "The Mill", construction management of the remodeling and reconstruction of "The Mill", leasing duties of "The Mill", maintenance duties of "The Mill", marketing duties and client/vendor duties of "The Mill". All services for the benefit of the LLC were performed in Lebanon, TN. All business of the LLC, was conducted in Lebanon, TN in that the only real asset of the LLC is "The Mill" property which is located in Lebanon, Tennessee.
9. That, to date, Plaintiff has failed to be compensated fully for his services performed for the benefit of the Defendants. Moreover, he would aver that his sole efforts have increased the value of The Mill from One million dollars to Three Million dollars, as set forth in the most recent appraisal of said property.
10. That one benefit Plaintiff did receive from Defendants as President and Manager was the benefit of residing in "The Mill". Plaintiff has resided at "The Mill" up until he was forcibly removed from the property on January 26, 2005.

11. That along with the duties and services he performed on behalf of and for the benefit of the Defendants, Plaintiff also spent a considerable amount of his personal monies on renovating "The Mill". Plaintiff would aver that he has spent approximately \$130,000.00 or more of his own money for the benefit of the LLC asset. He would further aver that it was agreed between Plaintiff and Defendants that this money was a loan and that he would be fully reimbursed. To date, he has not received payment in full on his loan and the Defendants have defaulted on said loan.
12. That Defendant, Jean Echevarria, signed over her Power of Attorney to her daughter, Angel Echevarria. Thereafter, Jean Echevarria's membership interest in The Mill At Lebanon, LLC was transferred to the Jean Echevarria Trust. Upon information and belief, Plaintiff would aver The Jean Echevarria Trust still owns the aforesaid membership interest.
13. That, thereafter, Jean Echevarria was found to be suffering from dementia and possibly alzheimers disease and a Nevada Court appointed Angel Echevarria her Conservator.
14. That in December 2005, Plaintiff received a letter from The Mill At Lebanon, LLC removing him as President and Manager of the LLC.
15. That in December of 2004, Plaintiff was advised that the Defendant, The Mill At Lebanon, LLC was selling "The Mill" to a buyer. Thereafter, Plaintiff filed a lawsuit in Chancery Court under case number 04-418, attempting to enjoin the property from being sold. The Defendant in the case, The Mill At Lebanon, LLC filed an Answer to said Complaint but did not file a Counter-Complaint praying that Plaintiff be removed from the property. The Mill At Lebanon, LLC did file a General Sessions Detainer Action but said matter was postponed in the General Sessions Court and upon information and belief, Defendant would show the General Sessions Court has not reset the matter for trial.
16. Plaintiff would aver that Defendant, The Mill At Lebanon, LLC, did file a Motion to have Michael Echevarria vacate "The Mill" and a Motion to Dismiss in the Chancery Case Number 04-418. The Motion to Dismiss was granted and an Order was entered on January 25th, 2005, said Order stated that Plaintiff should vacate the premises immediately. Plaintiff would aver the Detainer Action was never tried and that since the Defendant, The Mill At Lebanon, LLC never sued Plaintiff with a Counter-Complaint to evict him in the Chancery Case, the Order may not be valid and Plaintiff should have the right to remain in "The Mill" until proper legal process is followed and

Plaintiff has a trial on the merits of the Detainer Action.

17. That "The Mill" is set to be sold in the very near future. The closing is imminent. Plaintiff would aver, upon information and belief, the only real asset of The Mill At Lebanon, LLC is "The Mill" property and that after the sale of the property, the only asset of the LLC will be the proceeds of the sale. Plaintiff fears that if the Defendants, The Mill At Lebanon, LLC, Jean Echevarria, her Conservator, Angel Echevarria, and/or The Jean Echevarria Trust receive the proceeds from the sale of the property, those funds will leave the State of Tennessee and Plaintiff will have no means of ever being compensated by the Defendants for work and services he performed for their benefit in Lebanon, Tennessee.

Further, Plaintiff would aver that if those funds do leave the State of Tennessee, his only chance to be compensated by the LLC will be to file a claim in the Nevada Courts. However, Plaintiff would show the Court he would be at a great disadvantage if this were done because he performed all his duties, services, labor and work for the Defendants in Lebanon, TN, the loan to the Defendants was made in Lebanon, TN and all his witnesses who could prove his allegations are located in Lebanon, TN.

18. That Plaintiff would ask the Court to enter an Order escrowing the proceeds of the sale of "The Mill" property and hold them in an interest bearing account until a full hearing can be heard on these matters set forth herein and that if a judgment is rendered on Plaintiff's behalf, the Court award said judgment from the proceeds of the sale held in Escrow by the Court.
19. That Plaintiff would aver that he has duly performed all terms and conditions of the oral contract he had with the Defendants and that Defendants have defaulted on said agreement by not fully compensating him for his services.
20. That Plaintiff would aver that he has loaned the Defendants money for the benefit of "The Mill" property and that Defendants have failed to reimburse him for said loan and have defaulted on said loan agreement.
21. That Defendants have unjustly been enriched directly as a result of Plaintiffs services for the benefit of Defendants and by his loan for the benefit of "The Mill" property, owned by the Defendants, and that it would be unjust for the benefitted parties to retain said benefit without paying for it.
22. That Plaintiff has wrongfully been removed from his legal residence without proper process of law and is entitled to be restored to his legal residence at

300 N. Maple Street, Lebanon, TN until a full hearing is had on said matter. Plaintiff would further show that by law, Plaintiff had 30 days to appeal the prior Order of the Chancery Case # 04-418, before Defendants would legally have the authority to require him to vacate the residence. Plaintiff would aver that on January 26, 2005, he and his girlfriend were forcibly removed from "The Mill" by police officers and agents of the Defendants. The Court Order ordering them to immediately vacate the residence had been signed and entered on January 25, 2005. Their personal belongings were confiscated by the Defendants and they were threatened with arrest if they did not leave the premises. Plaintiff would show he was damaged by Defendants unlawful actions in that he was put out on the street, without his clothes, personal and business records, furnishings, and other personal belongings and has suffered great anguish, embarrassment and has been damaged both mentally, physically and monetarily by the wrongful actions of Defendants. Moreover, Plaintiff would aver that, to date, because of Defendants' conduct, actions and unlawful ouster as set forth in T.C.A. 66-28-504, Plaintiff is entitled to a money judgment against all three Defendants in a sum to be determined at the trial, including punitive damages, plus attorney fees and court costs. Further, Plaintiff is entitled to the return of all his personal property located at "The Mill" and is entitled to have his legal residence of 300 N. Maple Street restored to him until proper legal process is followed. Further, Plaintiff is entitled to the return of all his personal belongings located at 300 N. Maple Street, Lebanon, TN.


23. That based upon the oral contract between the parties whereby Defendants were to compensate Plaintiff for his 5 years of service at "The Mill", the loan agreement between the parties whereby Plaintiff loaned Defendant, LLC monies for the benefit of "The Mill", and the theories of breach of contract, unjust enrichment and quantum meruit whereby the Defendants have received a benefit from Plaintiffs direct efforts and services and have failed to pay Plaintiff for these services, Plaintiff is entitled to a money judgment against all three Defendants in a sum to be determined at the trial of this action, but not less than \$500,000.00, plus attorney fees and court costs.

WHEREFORE FOR PREMISES CONSIDERED:

1. That proper process issue and that Defendants, The Mill At Lebanon, LLC, JEAN ECHEVARRIA, and THE JEAN R. ECHEVARRIA TRUST be served with this Complaint and answer as required by law.

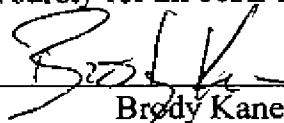
2. Plaintiff be awarded a monetary judgment, including pre-judgment interest, against Defendants, The Mill At Lebanon, LLC, Jean Echevarria, The Jean R. Echevarria Trust for breach of contract, default on the loan payments, unjust enrichment, quantum meruit in a sum to be determined at the trial of this action, but not less than \$500,000.00.
3. Plaintiff be awarded a money judgment, including prejudgment interest, against Defendants, The Mill At Lebanon, LLC, Jean Echevarria, The Jean R. Echevarria Trust for their wrongful actions and unlawful ouster and exclusion in forcibly removing him from "The Mill" and confiscating his personal belongings in a sum to be determined at the trial of this action, including punitive damages, but not less than \$500,000.00
4. Plaintiff be restored to his legal residence at 300 N. Maple Street, Lebanon, Tn 37087 and Defendant immediately return all of Plaintiff's personal property.
5. Plaintiff be awarded a judgment for his attorney fees and court costs.
6. For General Relief

Respectfully Submitted,



BRODY N. KANE, #17435
Attorney for Plaintiff
133 South College Street
Lebanon, Tennessee 37087
615-444-8081

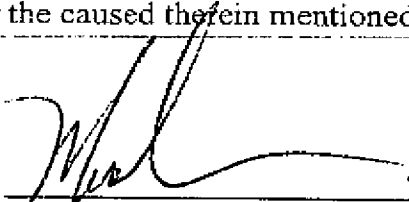
I am surety for all costs in this cause.


Brody Kane

STATE OF TENNESSEE

COUNTY OF WILSON

I, **MICHAEL ECHEVARIA**, after first being duly sworn, do hereby make oath that I have read the foregoing Complaint and that the facts contained therein are true to the best of my knowledge, information and belief, and that this Complaint is not made out of levity or collusion, but in truth and sincerity for the caused therein mentioned.



Michael Echevaria

Subscribed and sworn to before me,

this the 24th day of January, 2005



NOTARY PUBLIC

MY COMMISSION EXPIRES: 8-6-08

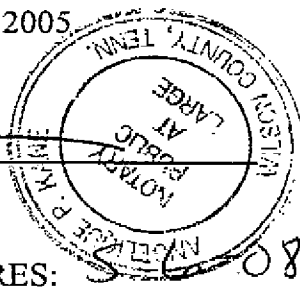


EXHIBIT 16

IN THE CIRCUIT COURT OF WILSON COUNTY

CAROLINE YORK

Plaintiff,

VS.

THE MILL AT LEBANON, LLC.

Defendant.

FILED

A.M. JAN 31 2005 P.M.

LINDA NEAL
CIRCUIT COURT CLERK
WILSON COUNTY, TN2:21
MDCase No. 13664
JURY DEMANDAMENDED COMPLAINT

Prior to the service of response pleadings, pursuant to Rule 13 of the Tennessee Rules of Civil Procedure and the Orders of this Court, the plaintiffs, Caroline York, hereby amends her Complaint against Defendant, The Mill at Lebanon, LLC., and for the Amended Complaint states the following:

1. The Plaintiff is a resident of Wilson County, Tennessee.
2. The Defendant is a Limited Liability Company existing under the laws of the State of Tennessee and is properly registered to do business in the State of Tennessee. Their agent for service of process is Charles Sanger located at 414 Union Street, S-1600, Nashville, TN 37219.
3. Plaintiff avers that in June of 2000 she came to Lebanon to live and work at The Mill at Lebanon, LLC. The Mill is a property located at 300 North Maple Street, Lebanon, Tennessee 37087 consisting of numerous buildings that were to be renovated and leased.
4. Her agreement with Michael Echevarria, President of the Mill at Lebanon, LLC., was that she would help oversee the premises and help with the leasing and management of the

premises. In return Plaintiff would be provided free rent for an apartment located at 300 North Maple Street, Lebanon, Tennessee 37087.

5. Plaintiff performed these functions for several years. Among various tasks she leased and booked numerous events in the property's event room, orchestrated the lease signing of Lady Godiva's Pub, ordered materials for various construction projects on the property, and would walk through and inspect the entire premises daily to insure its safety and condition.
6. In December of 2004 Michael Echevarria was replaced as president of the LLC by his sister Jean Echevarria.
7. Plaintiff continued to perform her duties including helping with a New Years Eve party hosted by a local business man, Greg Dugdale. Further, Plaintiff booked two weddings to be held later in the year of 2005 and continued her other regular duties.
8. On January 8, 2005, Defendant had the locks changed to all the various rooms and buildings to the property, but did not change the locks to 300 North Maple, Apt. 210, Lebanon, Tennessee 37087.
9. At no time was Plaintiff ever informed she was terminated from her position, nor was she ever given notice to vacate the apartment.
10. Plaintiff further avers Defendant, their real estate agent, Mike Walker, and their new property manager, Randy Trammel knew of the arrangement originally agreed upon with the former president, Michael Echevarria. Further, Defendant had constructive notice by the actions of Plaintiff in carrying out her duties for the The Mill at Lebanon, LLC.

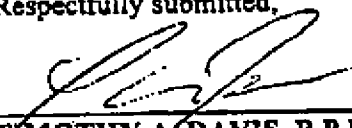
11. On January 26, 2005 Defendant's agent, Randy Trammel, showed up to the apartment of the Plaintiff, with four city police, and ordered Plaintiff off the premises threatening to have her arrested for trespassing.
12. In fear of being arrested Plaintiff left, leaving behind all of her personal belongings and thus being made homeless.
13. The locks to the property have been changed and Defendant will not allow Plaintiff access to gather her personal property.
14. The Defendant's actions are in violation of Tennessee Code Annotated § 66-28-504.
15. The actions of any employees, agents, or assigns of The Mill at Lebanon, LLC. acting in the scope and course of their employment and/or business arrangement with The Mill at Lebanon, LLC. are hereby imputed to The Mill at Lebanon, LLC. by the doctrine of respondeat superior.

PREMISES CONSIDERED, PLAINTIFF PRAYS:

- a. **THAT** due and proper process issue and be served upon the Defendant through the proper agent of service requiring them to appear and make defense to this complaint as required by law, but if answers filed, answers under oath are waived;
- b. **THAT** upon the hearing of this cause the court find the Defendant, guilty of unlawful ouster;
- c. **THAT** upon the hearing of this cause the Plaintiff, in accordance with Tennessee Code Annotated § 66-28-504 be awarded her maximum actual damages, plus punitive damages in the amount of \$50,000.00, plus reasonable attorney fees as provided by the statute;
- d. **THAT** the Defendant be required to pay the court costs incurred in these proceedings;

- e. **THAT** Plaintiff be restored to her legal residence at 300 N. Maple Street, Lebanon, TN 37087 and Defendant immediately return all of Plaintiff's personal property.
- f. **THAT** Plaintiff be granted such other and further relief to which she may be found entitled on the hearing of this matter,
- g. **THAT** this cause be tried before a jury of twelve (12).

Respectfully submitted,


TIMOTHY A. DAVIS, B.P.R. # 20048
Attorney for Plaintiff
115 East Main Street
Lebanon, Tennessee 37087
(615) 444-7272

COST BOND

I hereby acknowledge myself surety for any costs hereunder that may be assessed against the plaintiffs.


TIMOTHY A. DAVIS

EXHIBIT 17

**IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE
AT LEBANON**

**MICHAEL A. ECHEVARRIA,
Plaintiff**

v.

04-418

**THE MILL AT LEBANON, LLC
Defendant**

and

**THE JEAN R. ECHEVARRIA TRUST
Defendant**

and

**JEAN ECHEVARRIA, individually
Defendant**

FILED
A.M. JAN 28 2005 P.M.
1:45
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO, TN

**MOTION TO HAVE PROCEEDS OF SALE OF THE MILL
PROPERTY HELD IN ESCROW AND
MOTION TO HAVE LEGAL RESIDENCE RESTORED AND
PERSONAL PROPERTY RETURNED**

Comes now the Plaintiff, **MICHAEL A. ECHEVARRIA**, by and through counsel Brody N. Kane, and files this Motion and would show the Court as follows:

1. That Plaintiff, Michael Echevarria has filed an action in Chancery Court against the Defendants for breach of contract and unjust enrichment.
2. That Plaintiff has filed an action in Chancery Court against the Defendants seeking to have his residence restored to him at 300 Maple Street and to have his personal property returned to him by Defendants.
3. That on or about May 2000, Defendant, The Mill At Lebanon, LLC purchased the property known as "The Mill" located at 300 N. Maple Street, Lebanon, TN 37087.

4. That at the time, Michael Echevarria was named President, Tax Matters Member and Managing Member of The Mill At Lebanon, LLC.
5. That Defendant, Jean Echevarria, Mother of Michael Echevarria, appointed Plaintiff, Michael Echevarria to these aforementioned positions and asked him to handle the task of managing "The Mill". An oral contract was entered into between the parties whereby Plaintiff would be fully compensated for his services to the LLC. Plaintiff's job and services to the LLC entailed property management of "The Mill", construction management of the remodeling and reconstruction of "The Mill", leasing duties of "The Mill", maintenance duties of "The Mill", marketing duties and client/vendor duties of "The Mill". All services for the benefit of the LLC were performed in Lebanon, TN. All business of the LLC, was conducted in Lebanon, TN in that the only real asset of the LLC is "The Mill" property which is located in Lebanon, Tennessee.
6. That, to date, Plaintiff has failed to be compensated fully for his services performed for the benefit of the Defendants.
7. That one benefit Plaintiff did receive from Defendants as President and Manager was the benefit of residing in "The Mill". Plaintiff has resided at "The Mill" up until he was forcibly removed from the property on January 26, 2005.
8. That along with the duties and services he performed on behalf of and for the benefit of the Defendants, Plaintiff also spent a considerable amount of his personal monies on renovating "The Mill". Plaintiff would aver that he has spent approximately \$130,000.00 or more of his own money for the benefit of the LLC asset. He would further aver that it was agreed between Plaintiff and Defendants that this money was a loan and that he would be fully reimbursed. To date, he has not received payment in full on his loan and the Defendants have defaulted on said loan.
9. That in December of 2004, Plaintiff was advised that the Defendant, The Mill At Lebanon, LLC was selling "The Mill" to a buyer. Thereafter, Plaintiff filed a lawsuit in Chancery Court under case number 04-418, attempting to enjoin the property from being sold. The Defendant in the case, The Mill At Lebanon, LLC filed an Answer to said Complaint but did not file a Counter-Complaint praying that Plaintiff be removed from the property. The Mill At Lebanon, LLC did file a General Sessions Detainer Action but said matter was postponed in the General Sessions Court and upon information and belief, Defendant would show the General Sessions Court has not reset the matter for trial.

10. Plaintiff would aver that Defendant, The Mill At Lebanon, LLC, did file a Motion to have Michael Echevarria vacate "The Mill" and a Motion to Dismiss in the Chancery Case Number 04-418. The Motion to Dismiss was granted and an Order was entered on January 25th, 2005, said Order stated that Plaintiff should vacate the premises immediately. Plaintiff would aver that since a Detainer Action was never tried and that since the Defendant, The Mill At Lebanon, LLC never sued Plaintiff with a Counter-Complaint to evict him in the Chancery Case, the Order may not be valid and Plaintiff should have the right to remain in "The Mill" until proper legal process is followed and Plaintiff has a trial on the merits of the Detainer Action.
11. That "The Mill" is set to be sold in the very near future. The closing is imminent. Plaintiff would aver, upon information and belief, the only real asset of The Mill At Lebanon, LLC is "The Mill" property and that after the sale of the property, the only asset of the LLC will be the proceeds of the sale. Plaintiff fears that if the Defendants, The Mill At Lebanon, LLC, Jean Echevarria, her Conservator, Angel Echevarria, and/or The Jean Echevarria Trust receive the proceeds from the sale of the property, those funds will leave the State of Tennessee and Plaintiff will have no real means of ever being compensated by the Defendants for work and services he performed for their benefit in Lebanon, Tennessee.

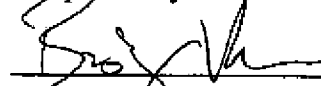
Further, Plaintiff would aver that if those funds do leave the State of Tennessee, his only chance to be compensated by the LLC will be to file a claim in the Nevada Courts. However, Plaintiff would show the Court he would be at a great disadvantage if this were done because he performed all his duties, services, labor and work for the Defendants in Lebanon, TN, the loan to the Defendants was made in Lebanon, TN and all his witnesses who could prove his allegations are located in Lebanon, TN.

12. That Plaintiff moves the Court to enter an Order escrowing the proceeds of the sale of "The Mill" property and hold said proceeds in an interest bearing account until a full hearing can be heard on these matters set forth herein, and, that if a judgment is rendered on Plaintiff's behalf, the Court award said judgment from the proceeds of the sale held in Escrow by the Court.
23. That Plaintiff has wrongfully been removed from his legal residence without proper process of law and is entitled to be restored to his legal residence at 300 North Maple Street, Lebanon, Tn until a full hearing is had on said matter. Plaintiff would further show that by law Plaintiff had 30 days to appeal the prior Order of the Chancery Case #04-418, before Defendants would legally have the authority to require him to vacate the residence. Plaintiff would aver

that on January 26, 2005, he and his girlfriend were forcibly removed from "The Mill" by police officers and agents of Defendants. Their personal belongings were confiscated by the Defendants and they were threatened with arrest if they did not leave the premises. Plaintiff would show he was damaged by Defendants unlawful actions in that he was put out on the street, without his clothes, personal and business records, furnishings, and other personal belongings and has suffered great anguish, embarrassment and has been damaged both mentally and physically by the wrongful actions of Defendants. Moreover, Plaintiff would aver that, to date, the Defendants are refusing to turn over his personal property.

Plaintiff moves the Court to enter an Order restoring his legal residence of 300 North Maple Street, Lebanon, TN to him until proper legal process is followed and enter an Order ordering Defendants to immediately return to him all his personal belongings.

Respectfully Submitted,



BRODY N. KANE, #17435

Attorney for Plaintiff

133 South College Street

Lebanon, Tennessee 37087

615-444-8081

NOTICE

PLEASE TAKE NOTICE THIS MOTION WILL BE HEARD ON FEBRUARY 3, 2005 AT 9:00 A.M. OR AS SOON AS POSSIBLE THEREAFTER.

THIS MOTION IS TO BE SERVED WITH COMPLAINT

EXHIBIT 18

**A. U.S. Department of Housing
and Urban Development**
B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FMHA	3. <input type="checkbox"/> Conv. Unins.
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	
6. File Number 20205030		7. Loan Number
8. Mortgage Ins. Case No.		

**Law Offices of Robert L. Scruggs
Settlement Statement**

C. Note:		This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("PDC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.	
D. Name of Borrower:		Great Space, LLC Retro Space, LLC Theater Space, LLC	
E. Name of Seller:		The Mill at Lebanon, LLC	
F. Name of Lender:		TIN:	
G. Property Location:		216 North Maple Street, Lebanon, TN	
H. Settlement Agent:		Robert L. Scruggs, Attorney (615) 309-7090	
Place of Settlement:		2525 21st Avenue South, Nashville, TN 37212	
I. Settlement Date:		2/3/2005	
Proration Date:		2/3/2005	

Summary of Borrower's Transaction				Summary of Seller's Transaction			
100. Gross amount due from borrower:				400. Gross amount due to seller:			
101. Contract sales price		900,000.00		401. Contract sales price			900,000.00
102. Personal property				402. Personal property			
103. Settlement charges to borrower (line 1400)		5,306.25		403.			
104.				404.			
105.				405.			
Adjustments for items paid by seller (in advance)				Adjustments for items paid by seller (in advance)			
106. City/town taxes				406. City/town taxes			
107. County taxes				407. County taxes			
108. Assessments				408. Assessments			
109.				409.			
110.				410.			
111.				411.			
112.				412.			
120. Gross amount due from borrower:		805,306.25		420. Gross amount due to seller:			900,000.00
Amounts paid by or in behalf of the borrower				Amounts paid by or in behalf of the seller			
201. Deposit or earnest money				501. Excess deposit (see instructions)			
202. Principal amount of new loan(s)				502. Settlement charges to seller (line 1400)			188,554.54
203. Existing loan(s) taken subject to				503. Existing loan(s) taken subject to			
204.				504. Payoff of first mortgage loan Bank of Nashville Loan			585,883.34
205.				505. Payoff of second mortgage loan			
206.				506.			
207. Security Deposits		18,005.00		507. Security Deposits			18,005.00
208. Event Room Deposits		3,875.00		508. Event Room Deposits			3,875.00
209. February Rent (2/3/05 - 2/20/05)		10,726.94		509. February Rent (2/3/05 - 2/20/05)			10,726.94
Adjustments for items to be paid by seller				Adjustments for items to be paid by seller			
210. City/town taxes 1/1/2005 to 2/3/2005		152.44		510. City/town taxes 1/1/2005 to 2/3/2005			152.44
211. County taxes 1/1/2005 to 2/3/2005		1,161.96		511. County taxes 1/1/2005 to 2/3/2005			1,161.96
212. Assessments				512. Assessments			
213.				513.			
214.				514.			
215.				515.			
216.				516.			
217.				517.			
218.				518.			
219.				519.			
220. Total paid by/for borrower:		33,721.34		520. Total reduction in amount due seller:			805,959.22
CASH (X) FROM () TO BORROWER				CASH (X) FROM () TO SELLER			
301. Gross amount due from borrower (line 120)		905,306.25		601. Gross amount due to seller (line 420)			900,000.00
302. Less amount paid by/for borrower (line 220)		33,721.34		602. Less total reduction in amount due seller (line 520)			805,959.22
303. CASH (X) FROM () TO BORROWER		871,584.91		603. CASH (X) FROM () TO SELLER			94,040.78

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION - If this real estate was your principal residence, file form 2118, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 8282 and/or Schedule D (Form 1040).

You are required by law to provide Robert L. Scruggs, Attorney (615) 309-7090 with your correct taxpayer identification number.

If you do not provide Robert L. Scruggs, Attorney (615) 309-7090 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Robert L. Scruggs

Settlement Charges				File Number: 20205030387-08	
				Paid From	Paid From
				Borrower's	Seller's
				Funds at	Funds at
				Settlement	Settlement
700.	Loan fees/broker commission	based on : \$600,000.00= \$45,000.00			
Division of commission (line 700) as follows:					
701.	\$22,500.00	to Cumberland			
702.	\$22,500.00	to Commercial Ten			
703.	Commission paid at settlement	\$45,000.00			45,000.00
704.					
705.	Commission	to Global Financial Network			15,000.00
800.	Items payable in connection with loan				
801.	Loan origination fee				
802.	Loan discount				
803.	Appraisal fee				
804.	Credit report				
805.	Lender's inspection fee				
806.	Mortgage insurance application fee				
807.	Assumption fee				
808.	Underwriting Fee				
809.	Flood Certification Fee				
810.	Tax Service Fee				
811.					
812.					
813.					
814.	Yield Spread Premium				
900.	Items required by lender to be paid in advance				
901.	Interest from				
902.	Mortgage insurance premium for				
903.	Hazard insurance premium for				
904.					
905.	VA Funding Fee				
1000.	Reserves deposited with lender				
1001.	Hazard Insurance				
1002.	Mortgage Insurance				
1003.	City property taxes				
1004.	County property taxes				
1005.	Annual assessments (maint.)				
1006.	Flood Insurance				
1007.					
1008.					
1009.	Aggregate Adjustment				
1100.	Title charges				
1101.	Settlement or closing fee	to Robert L. Scruggs, Attorney		300.00	300.00
1102.	Abstract or title search				
1103.	Title examination				
1104.	Title insurance binder				
1105.	Document preparation	to Robert L. Scruggs, Attorney		200.00	200.00
1106.	Notary fees				
1107.	Attorney's fees to				
	includes above items no.:				
1108.	Title Insurance	to Stewart Title Guaranty Company		1,423.25	1,423.25
	includes above items no.:				
1109.	Lender's coverage				
1110.	Owner's coverage	\$900,000.00 \$2,846.50			
1111.	Courier/Express Fees	to Robert L. Scruggs, Attorney		40.00	
1112.					
1113.					
1200.	Government recording and transfer charges				
1201.	Recording fees:	Deed \$12.00		12.00	
1202.	City/county tax/stamps:				
1203.	State tax/stamps:	Deed \$3331.00		3,331.00	
1204.	Release Fee	to Wilson County Register's Office			36.00
1205.					
1206.					
1300.	Additional settlement charges				
1301.	Survey				
1302.	Pest inspection				
1303.	Home Warranty				
1304.	2004 Rec No 40178 \$12852.00 / 2 to	Wilson County Trustee			28,017.36
1305.	2004 Rec No. 8907 \$1663.00 / 20 to	City of Lebanon			3,825.40
1306.	2002 County & City Taxes 088D-K to	Clerk and Master			21,413.74
1307.	Escrow	to Gary Vandever			52,044.00
1308.	Escrow for State Tax Lien	to State of Tennessee			18,494.79
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)			5,306.25	186,554.54

Initials

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FILED

FEB 18 12 14 PM '05

Shirley E. Rungius
CLERK

NOTC

Elizabeth Brickfield, Esq.
Nevada Bar No. 6236)
Suzanne L. Martin, Esq. (Nevada Bar No. 8833)
LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
Telephone: (702) 383-8888
Facsimile: (702) 383 8845
Attorneys for Angel Echevarria

DISTRICT COURT, FAMILY COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the	)	Case No. G 27262
	)	Dept. No. E
Estate of JEAN RUTH ECHEVARRIA,)	
	)	Date of Hearing: March 23 rd , 2005
Adult Ward	)	Time of Hearing: 9:00 a.m.
)	
)	

**NOTICE OF HEARING ON THE PETITION FOR PAYMENT, REIMBURSEMENT
AND/OR RESTITUTION AND ACCOUNTING PURSUANT TO NRS 159.305**

NOTICE IS HEREBY GIVEN to all persons interested in the Matter of the Guardianship of the Estate of JEAN RUTH ECHEVARRIA, that on the 23rd day of March, 2005, at the hour of 9:00a.m. of said day, at the Family Courts and Services Center, 601 North Pecos Road, Las Vegas, Nevada 89101 in Department E, is hereby set as the time and place for the hearing by said Court on the Petition for Payment, Reimbursement and/or Restitution and Accounting Pursuant to NRS 159.305, at which time all persons interested in said matter may appear and show cause, if any they have, why said Petition should not be granted.

Further details concerning this Petition can be had by reviewing the court file at the office of the County Clerk, Family Courts and Services Center, or by contacting the attorney for the

CLERK COUNTY

FEB 18 2005

RECEIVED



LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 383-8888

CE19

1 Movants, whose name, address and telephone number are: Lionel Sawyer & Collins, Elizabeth
2 Brickfield, Esq. and Suzanne Martin, Esq., 300 South Fourth Street, Suite 1700, Las Vegas, Nevada
3 89101, Telephone No. (702) 373-8888.
4

5 LIONEL SAWYER & COLLINS

6 By 

7 ELIZABETH BRICKFIELD, ESQ.

8 Nevada State Bar No. 6236

9 SUZANNE L. MARTIN, ESQ.

10 Nevada State Bar No. 8833

11 LIONEL SAWYER & COLLINS

12 1700 Bank of America Plaza

13 300 South Fourth Street

14 Las Vegas, Nevada 89101

15 (702) 383-8888

16 Attorneys for Angel Echevarria
17
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CERTIFICATE OF MAILING

I hereby certify that on the 18th day of February, 2005, I deposited in the Post Office at Las Vegas, Nevada, first class postage fully prepaid thereon, six (6) sealed envelopes, in which was contained a true and correct copy of the attached **NOTICE OF HEARING ON THE PETITION FOR PAYMENT, REIMBURSEMENT AND/OR RESTITUTION AND ACCOUNTING PURSUANT TO NRS 159.305** and that said sealed envelopes were addressed as follows, being the last known address of said entities:

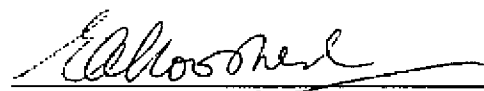
Jean R. Echevarria
12 Desert Highland Drive
Henderson, NV 89052

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st floor
Beverly Hills, CA 90212
Jean R. Echevarria's counsel

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highland Drive
Henderson, NV 89052

Michael A. Echevarria
Nevada Case Management, Inc.
c/o Kim Boyer, Esq.
Bolick Boyer & Goodsell
6060 West Elton, Suite A
Las Vegas, NV 89107

Elyse M. Tyrell, Esq.
8367 West Flamingo, #100
Las Vegas, NV 89147


An employee of
LIONEL SAWYER & COLLINS

ORIGINAL

AFFT
ELIZABETH BRICKFIELD, ESQ.
Nevada State Bar No. 6236
LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
(702) 383-8888

Attorneys for Angel Echevarria

FILED

MAR 3 4 42 PM '05

Shirley D. Thompson
CLERK

DISTRICT COURT, FAMILY COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the	)	Case No. G 27262
	)	Dept. No. E
Estate of JEAN RUTH ECHEVARRIA,)	
	)	Date of Hearing:
Adult Ward	)	Time of Hearing:
)	
)	

AFFIDAVIT OF SERVICE

Attached is an Affidavit of Service of Citation and Petition for Payment, Reimbursement and Accounting, served on Michael Echevarria on February 28, 2005.

Dated this 3 day of March, 2005.

LIONEL SAWYER & COLLINS

By *gmb*
ELIZABETH BRICKFIELD, ESQ.
Nevada Bar No. 6236
LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
Attorneys for Angel Echevarria

RECEIVED

MAR 13 2005

COUNTY CLERK

CE1007

**AFFIDAVIT OF SERVICE OF CITATION
AND PETITION FOR PAYMENT, REIMBURSEMENT
AND ACCOUNTING**

STATE OF TENNESSEE

COUNTY OF WILSON


Comes Bill Allison and after being duly sworn, does depose and say as follows:

My name is Bill Allison, and I am a duly appointed and commissioned deputy sheriff with the Wilson County, Tennessee Sheriff's Department.

On the 28th day of February 2005, I personally served a Citation and Petition for Payment, Reimbursement and/or Restitution and Accounting from the District Court of Clark County, Nevada, Case # 627262, on Michael (Mike) Echevarria, who is personally known to me as Michael (Mike) Echevarria.

I gave to and left a copy of the Citation and Petition for Payment, Reimbursement and/or Restitution and Accounting with Michael (Mike) Echevarria.

Further Affiant saith not.

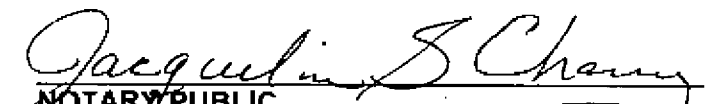


DEPUTY SHERIFF
WILSON COUNTY SHERIFF'S DEPARTMENT

STATE OF TENNESSEE

COUNTY OF WILSON

SWORN TO AND SUBSCRIBED to before me this February 28, 2005.



NOTARY PUBLIC

My Commission Expires: 10-23-06

ORIGINAL

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1 NOTC

2 ELYSE M. TYRELL, ESQ.

3 Nevada Bar No: 5531

4 TRENT, TYRELL & ASSOCIATES

5 8367 W. Flamingo, Suite 100

6 Las Vegas, Nevada 89147

7 (702) 382-2210

8 Guardian Ad Litem for the

9 Adult Ward

FILED

MAR 24 9 55 AM '05

Shirley B. Rungius
CLERK

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) FAMILY COURT
JEAN RUTH ECHEVARRIA, an Adult Ward.) DEPARTMENT C
)

NOTICE OF HEARING OF PETITION FOR ORDER REQUIRING WARD'S
GUARDIANSHIP ESTATE TO SATISFY FEES AND COSTS OF GUARDIAN AD LITEM

Date of Hearing: 04/06/05

Time of Hearing: 9:00 a.m.

NOTICE IS HEREBY GIVEN to all persons interested in the
guardianship of the person and estate of the above-named adult
ward, that Wednesday, the 6th day of April, 2005, at the hour of
9:00 a.m., in the Family Court and Service Center in Department C,
which is located at 601 N. Pecos, Las Vegas, Nevada, 89101, is
hereby set as the time and place by the court for the hearing on
the Petition for Order Requiring Ward's Guardianship Estate to
Satisfy Fees and Costs of Guardian Ad Litem, filed by ELYSE M.
TYRELL, ESQ., at which time all persons interested in said matter
are notified then and there to appear and show cause, if any they
have, why said petition should not be granted.

Reference is hereby made to said petition, on file herein, for

.....

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MAR 24 2005

CLERK COUNTY

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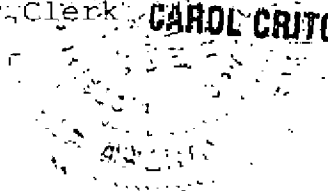
CE160

1 further particulars.


2 YOU DO NOT NEED TO APPEAR UNLESS YOU WISH TO FILE AN
3 OBJECTION.

4 DATED this 24 day of March, 2005.

5 SHIRLEY B. PARRAGUIRRE, Clerk

6 By: 
7 Deputy Clerk **CAROL CRITCHETT**
8 

9 TRENT, TYRELL & ASSOCIATES

10
11 
12 ELYSE M. TYRELL ESQ.
13 8367 W. Flamingo, Suite 100
14 Las Vegas, Nevada 89147
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Shirley L. Langrana
CLERK

PET
ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
8367 W. Flamingo Rd., Ste. 100
Las Vegas, Nevada 89101
(702) 382-2210
Guardian Ad Litem for the
Adult Ward

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult) Department C
Ward.)

PETITION FOR ORDER REQUIRING WARD'S GUARDIANSHIP ESTATE TO SATISFY
FEES AND COSTS OF GUARDIAN AD LITEM

Date of Hearing: / /05
Time of Hearing: 9:00 a.m.

COMES NOW, the Petitioner, ELYSE M. TYRELL, ESQ., whose Petition respectfully represents the following to this Honorable Court:

1. Petitioner is the duly appointed, qualified and acting Guardian Ad Litem, appointed by the court to advocate on behalf of the adult ward, JEAN RUTH ECHEVARRIA.

2. During her tenure as Guardian Ad Litem, counsel has rendered services and advanced costs on behalf of the adult ward, totaling \$5,835.00 which, to date, remain unpaid.

3. On or about the 7th day of January, 2005, this court entered its Order Appointing Angel Echevarria as General Guardian of the Person of Jean Ruth Echevarria and Special Guardian of the Estate of Jean Ruth Echevarria; Order Assuming Jurisdiction of the Jean Ruth Echevarria Trust; Order Directing the Sale of an Asset of the Mills at Lebanon, LLC; Order Assessing the Fees of Elyse Tyrell, Esq.; and

CE

RECEIVED

MAR 24 2005

COUNTY CLERK

1 Order Appointing Elyse Tyrell as Guardian Ad Litem.

2 4. The foregoing order directed Michael Echevarria to satisfy
3 85% of the fees and costs incurred by the Guardian Ad Litem, and
4 directed that the remaining 15% be paid from the assets of Jean Ruth
5 Echevarria.

6 5. Despite the fact that Petitioner has directed numerous
7 billings, correspondence and demands to both Michael Echevarria and
8 counsel for the Guardian of the ward's estate, both parties have
9 failed and refused, and continues to fail and refuse, to satisfy their
10 respective portions of the fees and costs due to Petitioner's firm.

11 6. N.R.S. 159.046(4) provides the following:

12 An investigator who is appointed pursuant to this
13 section is entitled to reasonable compensation from
14 the estate of the proposed ward. If the court finds
15 that a person has unnecessarily or unreasonably caused
the investigation, the court may order the person
to pay to the estate of the proposed ward all or part
of the expenses associated with the investigation.

16 7. Petitioner argues that the court, when it sought
17 Petitioner's assistance and appointed her as the ward's Guardian Ad
18 Litem, did not intend for Petitioner to perform her duties, render
19 services on behalf of the adult ward and report back to the court,
20 only to then be required to act as a bill collector in an effort to
21 secure payment for her services. Rather, Petitioner construes the
22 provisions of N.R.S. 159.046(4) to provide for payment to
23 investigators and guardians ad litem directly from the ward's estate.
24 Thereafter, any assessment against other parties are to be pursued by,
25 and reimbursed to, the guardianship estate.

26 8. In light of the foregoing, Petitioner would request that the
27 court enter its order directing the Guardian of the ward's estate to
28

1 satisfy the entirety of Petitioner's fee and cost billing.
2 Thereafter, the Guardian will be free to pursue reimbursement directly
3 from Michael Echevarria.


4 WHEREFORE, Petitioner prays as follows:

5 1. That the court enter its order directing the Guardian of the
6 ward's estate to pay the sum of \$5,835.00 to the law firm of Trent,
7 Tyrell & Associates as and for payment of its fees and costs in
8 connection with this guardianship matter.

9 2. That the Guardian of the ward's estate seek reimbursement
10 directly from Michael Echevarria for his portion of Petitioner's fees
11 and costs which the court previously ordered him responsible.

12 3. For such other and further relief as to the court may deem
13 just and proper in the premises.

14 TRENT, TYRELL & ASSOCIATES

15
16 
17 ELYSE M. TYRELL, ESQ.
18 8367 W. Flamingo #100
19 Las Vegas, NV 89147
20 Guardian Ad Litem
21
22
23
24
25
26
27
28

Trent, Tyrell & Associates
Attorneys at Law
8367 W. Flamingo Road, Suite 100
Las Vegas, NV 89147

(702) 382-2210

(702) 382-9242 (fax)

Jean Echevarria
c/o Elizabeth Brickfield, Esq.
300 South Fourth Street, #1700
Las Vegas, NV 89101

Matter: Jean Echevarria
Statement Date: 3/18/2005
Amount Due: \$5,835.00

Fees					
Date	Billor	Description	Code	Hours	Amount
12/8/2004	EMT	Court appearance; discuss file w/counsel and family		1.00	\$350.00
12/11/2004	EMT	Review information and documentation		2.00	\$700.00
12/12/2004	EMT	Review information and documentation		2.00	\$700.00
12/13/2004	EMT	p/c w/Elizabeth Brickfield, Esq.		0.10	\$35.00
12/14/2004	EMT	p/c w/David Houston, Esq. (2); fax to Kim Boyer, Esq.; fax to Elizabeth Brickfield, Esq.; p/c w/Kim Boyer, Esq.		1.10	\$385.00
12/15/2004	EMT	p/c w/Elizabeth Brickfield, Esq.; review fax from Elizabeth Brickfield, Esq.; fax to Elizabeth Brickfield, Esq.		0.25	\$87.50
12/18/2004	EMT	Review information and documentation		0.45	\$157.50
12/20/2004	EMT	Review fax from Michael Echevarria		0.10	\$35.00
12/21/2004	EMT	p/c w/Michael Echevarria; p/c w/Elizabeth Brickfield, Esq.; left message for Darius Baghai, Esq. (no charge)		0.40	\$140.00
12/22/2004	EMT	Review fax from Michael Echevarria; fax to Elizabeth Brickfield, Esq.; p/c w/Darius Baghai, Esq.		0.45	\$157.50
12/23/2004	EMT	Letter to counsel		0.70	\$245.00
12/27/2004	EMT	Review Supplement to Opposition filed by Elizabeth Brickfield		0.10	\$35.00
1/3/2005	EMT	p/c w/Michael; p/c w/Elizabeth Brickfield		0.40	\$140.00
1/4/2005	CJ	p/c w/Michael; fax to Michael		0.60	\$84.00
1/4/2005	EMT	p/c w/Kim Boyer; p/c w/Elizabeth Brickfield		0.25	\$87.50
1/5/2005	EMT	Court appearance		2.00	\$700.00
1/5/2005	LLR	Faxes to Elizabeth Brickfield and Kim Boyer		0.50	\$87.50
1/6/2005	EMT	Faxes to Kim Boyer and Elizabeth Brickfield		0.50	\$175.00
1/7/2005	EMT	p/c w/ Kim Boyer; p/c w/Elizabeth Brickfield		0.40	\$140.00
1/10/2005	EMT	Review fax from Elizabeth Brickfield to the Guardianship Commissioner		0.20	\$70.00
1/19/2005	EMT	Review letter		0.10	\$35.00
1/31/2005	EMT	Fax to Elizabeth Brickfield and Kim Boyer		0.50	\$175.00
2/1/2005	CJ	p/c w/Michael Echevarria		0.25	\$35.00
2/7/2005	CJ	Fax to Elizabeth Brickfield and Kim Boyer		0.50	\$70.00
2/10/2005	EMT	Review Notice of Withdrawal filed by Kim Boyer		0.20	\$70.00
2/11/2005	CJ	Fax to Elizabeth Brickfield and Kim Boyer; draft additional faxes to Ms. Brickfield and Ms. Boyer;		0.60	\$84.00

Fees (continued)

Date	Billor	Description	Code	Hours	Amount
2/15/2005	CJ	(Continued...) fax to Michael Echevarria			
2/15/2005	EMT	Letter to Michael Echevarria		0.40	\$56.00
2/15/2005	EMT	Review and approve letter		0.20	\$70.00
3/18/2005	LLR	Review file; research; discussion w/Elyse Tyrell (no charge for Ms. Tyrell's time); draft Petition for Payment of Fees; draft setting pleadings		2.50	\$437.50
3/18/2005	EMT	Review and approve draft of petition; approve setting pleadings		0.50	\$175.00
SUBTOTAL:				19.25	\$5,719.00

Expenses

Date	Billor	Description	Code	Amount
1/6/2005	LLR	Copying costs to date		\$55.40
3/18/2005	LLR	Copying costs from 1/7/05 to date		\$49.80
3/18/2005	LLR	Postage costs		\$10.80
SUBTOTAL:				\$116.00

Bill Summary

Previous Balance	\$0.00
Current Fees	\$5,719.00
Current Expenses	\$116.00
Current Other:	\$0.00
Current Payments	\$0.00
Total Amount Due	\$5,835.00

NOH
ELIZABETH BRICKFIELD, ESQ.
Nevada State Bar No. 6236
LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
(702) 383-8888

FILED

MAR 28 12 18 PM '05

Shirley B. Rungius
CLERK

Attorneys for Angel Echevarria

DISTRICT COURT, FAMILY COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the	)	Case No. G 27262
	)	Dept. No. E
Estate of JEAN RUTH ECHEVARRIA,)	
	)	Date of Hearing: April 13, 2005
Adult Ward	)	Time of Hearing: 9:00 a.m.
)	

NOTICE OF HEARING ON THE PETITION FOR ORDER AUTHORIZING GUARDIAN TO BORROW FUNDS

NOTICE IS HEREBY GIVEN to all persons interested in the Matter of the Guardianship of the Estate of JEAN RUTH ECHEVARRIA, that on the 13th day of April, 2005, at the hour of 9:00a.m. of said day, at the Family Courts and Services Center, 601 North Pecos Road, Las Vegas, Nevada 89101 in Department E, is hereby set as the time and place for the hearing by said Court on the PETITION FOR ORDER AUTHORIZING GUARDIAN TO BORROW FUNDS, at which time all persons interested in said matter may appear and show cause, if any they have, why said Petition should not be granted.

Further details concerning this Petition can be had by reviewing the court file at the office of the County Clerk, Family Courts and Services Center, or by contacting the attorney for the Movants, whose name, address and telephone number are: Lionel Sawyer & Collins, Elizabeth

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 383-8888



CE28

1 Brickfield, Esq., 300 South Fourth Street, Suite 1700, Las Vegas, Nevada 89101, Telephone No.
2 (702) 373-8888.

3 LIONEL SAWYER & COLLINS

4
5 By Elizbeth R. R. S.

6 ELIZABETH BRICKFIELD, ESQ.

7 Nevada State Bar No. 6236

8 LIONEL SAWYER & COLLINS

9 1700 Bank of America Plaza

10 300 South Fourth Street

11 Las Vegas, Nevada 89101

12 (702) 383-8888

13 Attorneys for Angel Echevarria
14
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CERTIFICATE OF MAILING

I hereby certify that on the 26 day of March, 2005, service of the NOTICE OF HEARING ON THE PETITION FOR ORDER AUTHORIZING GUARDIAN TO BORROW FUNDS and PETITION FOR ORDER AUTHORIZING GUARDIAN TO BORROW FUNDS was made by depositing a copy in the United States Mail, postage prepaid, addressed to the following:

Jean R. Echevarria
12 Desert Highland Drive
Henderson, NV 89052

MICHAEL A. ECHEVARRIA
708 Paige Avenue
Lebanon, Tennessee 37087
-and-
P.O. Box 11869
Watertown, Tennessee 37088

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highland Drive
Henderson, NV 89052

Elyse M. Tyrell, Esq.
8367 West Flamingo, #100
Las Vegas, NV 89147



ERIN BRUNDAGE, An Employee of
LIONEL SAWYER & COLLINS

ORIGINAL

PET

ELIZABETH BRICKFIELD, ESQ.

Nevada State Bar No. 6236

LIONEL SAWYER & COLLINS

1700 Bank of America Plaza

300 South Fourth Street

Las Vegas, Nevada 89101

(702) 383-8888

Attorneys for Angel Echevarria

FILED

MAR 28 12 04 PM '05

Shirley B. Longoria
CLERK

DISTRICT COURT, FAMILY COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the	)	Case No. G 27262
	)	Dept. No. E
Estate of JEAN RUTH ECHEVARRIA,)	
	)	Date of Hearing: April 13, 2005
Adult Ward	)	Time of Hearing: 9:00 a.m.
)	
)	

PETITION FOR ORDER AUTHORIZING GUARDIAN TO BORROW FUNDS

Pursuant to NRS 159.113 (c), ANGEL ECHEVARRIA, Special Guardian of the Estate of JEAN RUTH ECHEVARRIA, hereby petitions this Court to authorize the Guardian to borrow a total of \$45,000 from the cash value of two life insurance policies insuring the life of JEAN RUTH ECHEVARRIA, as follows:

1. As this Court knows, MICHAEL ECHEVARRIA, the son of JEAN RUTH ECHEVARRIA, is litigating with the Ward and her Trust with regard to the sale of real property in Lebanon, Tennessee.

2. This contentious litigation continues. Although the real property has been sold, Michael continues to claim against the proceeds. The proceeds are currently being held in escrow in the Tennessee courts, pending outcome of litigation initiated by Michael and his girl friend.

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MAR 28 2005

COUNTY CLERK

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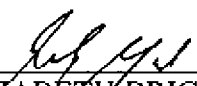
- 1 3. Jean, at this time, lacks income and assets to pay her bills.
- 2 4. The Guardian proposes to borrow \$35,000.00 from New York Life against a policy
- 3 in JEAN's name and an additional \$10,000.00 from a second separate policy also with New York
- 4 Life.
- 5 5. The proceeds will be used to pay the mortgage and other living expenses at this time.
- 6 6. The cash value of the policies are \$92,000.00. The loans will be for one (1) year at
- 7 0.00 percentage.
- 8 7. The proceeds of these policies total \$330,000.00.

9 WHEREFORE, Petitioner requests that this Court issue its orders:

- 10 1. That the Guardian be authorized to borrow a total of \$45,000 from the cash value of
- 11 two life insurance policies on the life of Jean Ruth Echevarria;
- 12 2. For such additional relief as this Court deems necessary and appropriate.

13 Dated this 28 day of March, 2005.

14 LIONEL SAWYER & COLLINS

15 By 

16 ELIZABETH BRICKFIELD, ESQ.

17 Nevada Bar No. 6236

18 LIONEL SAWYER & COLLINS

19 1700 Bank of America Plaza

20 300 South Fourth Street

21 Las Vegas, Nevada 89101

22 Attorneys for Angel Echevarria

Mar-11-05 13:44 From: [redacted] Subject: [redacted]

VERIFICATION AND CONSENT

ANGEL ECHEVARRIA, whose address is 12 Desert Highlands Drive, Henderson, NV 89052 declares under penalties of perjury of the State of Nevada:

That she is the Petitioner who makes the foregoing PETITION FOR ORDER AUTHORIZING GUARDIAN TO BORROW FUNDS; that she has read said petition and knows the contents thereof, and that the same is true of her own knowledge except for those matters stated on information and belief, and that as to such matters she believes it to be true.

DATED this 11 day of March, 2005.


ANGEL ECHEVARRIA

ORIGINAL

FILED

MAR 29 11 38 AM '05

Shirley H. Hines
CLERK

AFFOM
ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
8367 W. Flamingo #100
Las Vegas, Nevada 89147
(702) 382-2210
Guardian Ad Litem for the
Adult Ward

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) Case No.: G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult) Department C
Ward.)

AFFIDAVIT OF MAILING

Date of Hearing: 04/06/05
Time of Hearing: 9:00 a.m.

STATE OF NEVADA)
: ss:
COUNTY OF CLARK)

LAURA L. ROHDE, being first duly sworn according to law,
deposes and says:

On the 24th day of March, 2005, I personally placed in
envelopes, postage fully prepaid, first class postage thereon,
copies of the Petition for Order Requiring Ward's Guardianship
Estate to Satisfy Fees and Costs of Guardian Ad Litem, along with a
copy of the Notice, addressed to the persons whose names and
addresses are set forth on Exhibit "1" which is attached hereto and
incorporated herein by reference, and deposited the same in the
Post Office at Las Vegas, Nevada.

There is a regular communication by mail between the Post

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MAR 29 2005

COUNTY CLERK

1 Office at Las Vegas, Nevada, and the addresses to which the above-
2 referenced documentation was mailed.

3
4 
5 LAURA L. ROHDE

6
7
8 SUBSCRIBED and SWORN to before me
9 this 24th day of March, 2005.

10 
11 NOTARY PUBLIC in and for said
12 County and State

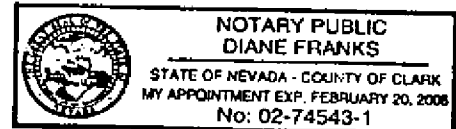


EXHIBIT "1"

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Michael Echevarria
300 N. Maple Street
Lebanon, TN 37087

Elizabeth Brickfield, Esq.
300 S. Fourth Street #1700
Las Vegas, NV 89101

Jean Ruth Echevarria
Angel Echevarria
Ana Echevarria
Anthony Echevarria
12 Desert Highland Drive
Henderson, NV 89052

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212

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FILED

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Shirley R. Langina
CLERK

OAG
ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
8367 W. Flamingo #100
Las Vegas, Nevada 89147
(702) 382-2210
Guardian Ad Litem for the
Adult Ward

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department C

ORDER REQUIRING GUARDIAN OF WARD'S ESTATE TO SATISFY FEES AND COSTS
OF GUARDIAN AD LITEM

Date of Hearing: 04/06/05
Time of Hearing: 9:00 a.m.

This matter having come on regularly for hearing on this date before the above-entitled court on the 6th day of April, 2005, upon the Petition for Order Requiring Ward's Guardianship Estate to Satisfy Fees and Costs of Guardian Ad Litem filed by ELYSE M. TYRELL, ESQ., Guardian Ad Litem for JEAN RUTH ECHEVARRIA; the court having considered the same and having found that all allegations contained therein are true and correct, and good cause appearing therefor,

NOW, THEREFORE, IT IS HEREBY ORDERED that the Guardian of the adult ward's estate is directed to pay the sum of \$5,835.00 to the law firm of Trent, Tyrell & Associates, as and for its fees and costs in connection with this guardianship matter; and it is

FURTHER ORDERED that the Guardian of the ward's estate shall

.....
.....

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CC: [illegible]

MAR 21 2005

GUARDIANSHIP

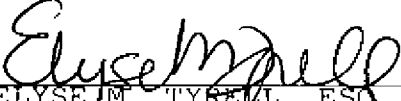
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1 seek reimbursement directly from Michael Echevarria for his portion
2 of the fees and costs of the Guardian Ad Litem for which the court
3 previously deemed him responsible.

4 DATED this 6th day of April, 2005.

5
6
7 
8 DISTRICT COURT JUDGE
9

10 TRENT, TYRELL & ASSOCIATES

11 
12 ELYSE M. TYRELL, ESQ.
13 8367 W. Flamingo #100
14 Las Vegas, Nevada 89147
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ORIGINAL

NEO

ELYSE M. TYRELL, ESQ.
Nevada State Bar No. 5531
TRENT, TYRELL & ASSOCIATES
8367 W. Flamingo, Suite 100
Las Vegas, Nevada 89147
(702) 382-2210
Guardian Ad Litem for the
Adult Ward

FILED

2005 APR -8 P 12:08

Elyse M. Tyrell
CLERK

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship)	Case No.: G 27262
of the person and estate of)	Family Court
JEAN RUTH ECHEVARRIA, an Adult)	Department: C
Ward.)	

NOTICE OF ENTRY OF ORDER

TO: ALL PERSONS INTERESTED IN THE ABOVE-REFERENCED GUARDIANSHIP:

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that an Order Requiring Guardian fo Ward's Estate to Satisfy Fees and Costs of Guardian Ad Litem, a copy of which is attached hereto, was entered by the court on the 6th day of April, 2005.

DATED this 6th day of April, 2005.

TRENT, TYRELL & ASSOCIATES

Elyse M. Tyrell
ELYSE M. TYRELL, ESQ.
8367 W. Flamingo, Suite 100
Las Vegas, Nevada 89147

CERTIFICATE OF MAILING

I, the undersigned, an employee of the law firm of Trent, Tyrell & Associates do hereby declare that on the 7th day of April, 2005, I placed in an envelope, postage pre-paid, first class

1 mail thereon, a copy of the foregoing Notice of Entry of Order, to
2 which a copy of the Order Requiring Guardian of Ward's Estate to
3 Satisfy Fees and Costs of Guardian Ad Litem was attached.

4 There is a regular communication by mail between the Post
5 Office at Las Vegas, Nevada and the addresses to which the above-
6 referenced documentation was mailed.

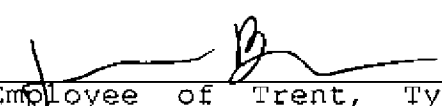
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10 Employee of Trent, Tyrell &
11 Associates
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EXHIBIT "1"

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Michael Echevarria
300 N. Maple Street
Lebanon, TN 37087

Elizabeth Brickfield, Esq.
300 S. Fourth Street #1700
Las Vegas, NV 89101

Jean Ruth Echevarria
Angel Echevarria
Ana Echevarria
Anthony Echevarria
12 Desert Highland Drive
Henderson, NV 89052

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, CA 90212

FILED

APR 6 3 26 PM '05

Shirley L. Tyrell
CLERK

OAG
ELYSE M. TYRELL, ESQ.
Nevada Bar No: 5531
TRENT, TYRELL & ASSOCIATES
8367 W. Flamingo #100
Las Vegas, Nevada 89147
(702) 382-2210
Guardian Ad Litem for the
Adult Ward

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship) CASE NO. G 27262
of the person and estate of) Family Court
JEAN RUTH ECHEVARRIA, an Adult Ward.) Department C
)

ORDER REQUIRING GUARDIAN OF WARD'S ESTATE TO SATISFY FEES AND COSTS
OF GUARDIAN AD LITEM

Date of Hearing: 04/06/05
Time of Hearing: 9:00 a.m.

This matter having come on regularly for hearing on this date
before the above-entitled court on the 6th day of April, 2005, upon
the Petition for Order Requiring Ward's Guardianship Estate to
Satisfy Fees and Costs of Guardian Ad Litem filed by ELYSE M.

TYRELL, ESQ., Guardian Ad Litem for JEAN RUTH ECHEVARRIA; the court
having considered the same and having found that all allegations
contained therein are true and correct, and good cause appearing
therefor,

NOW, THEREFORE, IT IS HEREBY ORDERED that the Guardian
of the adult ward's estate is directed to pay the sum of \$5,835.00
to the law firm of Trent, Tyrell & Associates, as and for its fees
and costs in connection with this guardianship matter; and it is

FURTHER ORDERED that the Guardian of the ward's estate shall

.....
.....

1 seek reimbursement directly from Michael Echevarria for his portion
2 of the fees and costs of the Guardian Ad Litem for which the court
3 previously deemed him responsible.

4 DATED this 6th day of April, 2005.

5
6 **STEVEN E. JONES**

7 DISTRICT COURT JUDGE
8

9 TRENT, TYRELL & ASSOCIATES

10
11 

12 ELYSE M. TYRELL, ESQ.
13 8367 W. Flamingo #100
14 Las Vegas, Nevada 89147
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ORIGINAL

FILED

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Shelley D. King
CLERK

00272
ELIZABETH BRICKFIELD, ESQ.
Nevada Bar No. 6236
SUZANNE L. MARTIN, ESQ.
Nevada Bar No. 8833
LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
Telephone: (702) 383-8888
Fax: (702) 383-8845

Attorneys for Angel Echevarria

DISTRICT COURT, FAMILY COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the	)	Case No. G 27262
	)	Dept. No. E
Estate of JEAN RUTH ECHEVARRIA,)	
)	
Adult Ward	)	Date of Hearing: April 14 th , 2005
	)	Time of Hearing: 9:00 a.m.
)	
)	
)	
)	

AMENDED PETITION FOR PAYMENT, REIMBURSEMENT AND/OR RESTITUTION
AND ACCOUNTING PURSUANT TO NRS 159.305

ANGEL ECHEVERRIA, Guardian of the person and Special Guardian of the Estate of JEAN RUTH ECHEVARRIA and Trustee of the JEAN RUTH ECHEVARRIA Trust, dated May 30, 2000, (the "Trust"), submits this amended petition to this Court pursuant to NRS 159.305, for payment and/or reimbursement and/or restitution and accounting of Jean Ruth Echevarria's personal assets, fees, costs and expenses, and identification of evidence regarding any right, title or interest held by JEAN RUTH ECHEVARRIA in The Mill at Lebanon, Tennessee.

RECEIVED

APR 21 12 05 PM '05

COUNTY CLERK

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 383-8888

CE100

JURISDICTION AND VENUE

1
2 1. JEAN RUTH ECHEVARRIA ("Jean Ruth") is an adult resident of Clark County,
3 Nevada, residing at 12 Desert Highland Drive, Henderson, Nevada 89052.

4 2. The Mills at Lebanon, LLC, is a single member LLC created under Tennessee law.
5 On June 28, 2001, Jean Ruth, the single member of the LLC, transferred her LLC interest to the
6 Trust. A copy of the Assignment and Assumption of Membership Interest from Jean Ruth to Jean
7 R. Echevarria, trustee of the Trust, dated May, 30, 2000, is attached as **Ex. 1**.
8

9 3. Jurisdiction over Respondent MICHAEL ECHEVARRIA ("Respondent"), Jean
10 Ruth's son, is proper because the Respondent has sufficient contacts with Clark County, Nevada,
11 having initiated an action in this Court related to the person Jean Ruth and the Estate of Jean Ruth
12 on December 1, 2004, as confirmed by Order of this Court, dated January 5, 2005, wherein the Court
13 found that "it has general jurisdiction over the person MICHAEL ECHEVARRIA," and because
14 Respondent appeared at the March 23, 2005, hearing on this petition. *See Ex. 2, January 7, 2005,*
15 *Order.*
16

GENERAL ALLEGATIONS

17
18 4. At the urging of the Respondent, in or about May 2000, Jean Ruth purchased The
19 Mill, LLC ("the Mill"), a retail shopping and entertainment center in Lebanon, Tennessee. Shortly
20 thereafter, in June 2001, Jean Ruth transferred 100% of her membership interest in the Mill to the
21 Trust.
22

23 5. Respondent became President and the Tax Matters Member of the Mill. In addition,
24 Respondent became the Property Manager for the Mill. Consistent with his positions, Respondent
25 was responsible for the day to day management of the Mill, including but not limited to: leasing
26 space and maintaining maximum tenant capacity at the Mill; management and payment of the Mill's
27
28

1 mortgage, tax, and operational expenses; general management of the Mill's financial and business
2 affairs, such as rent collection, preparation of balance sheets, financial statements, the completion
3 and filing of any state and federal tax returns and forms, and other business forms; and the general
4 maintenance and repair of the property.

5 6. Furthermore, as the President, Tax Matters Member and the Property Manager,
6 Respondent owed a fiduciary duty to Jean Ruth, the Trust and the Estate of Jean Ruth to competently
7 administer the affairs of the Mill with an eye towards the best interests of Jean Ruth, the Trust and
8 the Estate of Jean Ruth.
9

10 7. During Respondent's tenure as the President, Tax Matters Member and the Property
11 Manager, Respondent requested and received from Jean Ruth sums amounting to approximately
12 \$1,000,000, purportedly for purposes of meeting the financial demands of operating the Mill,
13 including, but not limited to paying the operational expenses associated with the Mill, paying taxes,
14 and ensuring proper maintenance and repair of the Mill.
15

16 8. Despite Jean Ruth's substantial capital contributions, which were represented to her
17 by the Respondent as necessary, and in breach of his duties to the Mill, Jean Ruth and the Trust,
18 Respondent failed to pay property taxes for the years 2002, 2003 and 2004, incurring liability in
19 excess of \$52,000. Attached as Ex. 3, is a breakdown of the unpaid taxes and the amounts owed.
20

21 9. During Respondent's tenure as the President, Tax Matters Member and the Property
22 Manager, Respondent breached his duties to the Mill, Jean Ruth and the Trust, by failing to use
23 either the sums provided by Jean Ruth or the rents paid by the Mill's tenants to pay the mortgage on
24 the property, which was held by the Bank of Nashville and which resulted in the assessment of late
25 fees and more significantly, the Bank of Nashville taking action to collect on the remaining amount
26 due on the loan in December 2003. This resulted in Jean Ruth having to hire an attorney for
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28

1 purposes of negotiating the loan with the Bank of Nashville. After agreeing to pay down the loan
2 by \$50,000.00, and bring the mortgage payments current, the Bank of Nashville extended the loan
3 for one year, up to December 4, 2004, by which time, Jean Ruth would have to pay the loan in full.
4 Jean Ruth concluded that it was necessary to sell the Mill and advised Respondent of the same.
5 Despite Jean Ruth's efforts, at the time the loan matured in December 2004, there existed over
6 \$90,000 in late fees. Attached as Ex. 4, is the notice from the Bank of Nashville, identifying the late
7 fees and the amounts owed.
8

9 10. Also during the Respondent's tenure as the President, Tax Matters Member and
10 Property Manager, the Respondent breached his duties to the Mill, Jean Ruth and the Trust, by
11 failing to ensure maximum tenant capacity at the Mill and/or to profitably operate the Mill. For the
12 year 2002, the Mill operated at a *loss* of \$41,388. For the year 2003, the Mill operated at a *loss* of
13 \$28,424.
14

15 11. Jean Ruth hired Marc M. Asheghian, a certified accountant with the Tax Consultancy
16 Group in 2003. Mr. Asheghian assisted with the preparation of Jean Ruth's federal income taxes and
17 consulted with her regarding the sale of the Mill. Mr. Asheghian estimated that in 2004, the Mill
18 was capable of generating approximately \$293,515 in gross rental income and approximately
19 \$271,940 in net rental/operating income. Attached as Ex. 5, is Mr. Asheghian's 2004 Financial
20 Projection. Mike Walker, the real estate broker in Lebanon, Tennessee, hired by Jean Ruth to sell
21 the Mill, estimated that for 2004, the Mill was capable of generating approximately \$208,893 in
22 gross rental income and approximately \$187,318 in net rental/operating income. Attached as Ex.
23 6, is Mike Walker's 2004 Financial Projection.
24

25 12. Respondent breached his duties to the Mill, Jean Ruth and the Trust, by failing to
26 secure arms-length rental agreements and payments for at least two spaces, including one for the on-
27
28

1 site apartment he shared with his girlfriend, Caroline York; failed to timely collect rent from lessees;
2 failed to conduct routine and necessary maintenance and repair, resulting in damage to the entirety
3 of the roof, which required \$700,000 in repair work; failure to timely pay vendors, service providers
4 and other over-head related expenses; and on information and belief, failed to file federal tax returns
5 and/or forms for the Mill for the years 2002 and 2003. Attached as Ex. 7, is an estimate for the cost
6 of necessary repairs to the roof at the Mill.
7

8 13. Further, in breach of his duties to the Mill, Jean Ruth and the Trust, Respondent failed
9 to take or make any accounting or other documentation of the Jean Ruth's capital contributions, the
10 Mill's profits, losses, operating expenses, etc. As a result, Jean Ruth was required to use the Tax
11 Consultancy Group to work with the Respondent for purposes of creating balance sheets, financial
12 statements and other financial and business related reports that the Respondent should have been
13 preparing in the due and ordinary course of his position as President, Tax Matters Member and
14 Property Manager of the Mill, and which were required not only for purposes of adhering to
15 generally accepted accounting principals, but also for purposes of selling the property.
16

17 14. In further derogation and breach of his duties to the Mill, Jean Ruth and the Trust, the
18 Respondent failed to cooperate with the Petitioner in selling the property. In the summer of 2004,
19 Respondent refused to accept an offer to purchase the property for \$1,000,000.00, with a buyer who
20 was willing to immediately tender \$100,000.00, in earnest money. A second offer to purchase the
21 property for \$950,000.00, was jeopardized by a pending tax sale of the property for Respondent's
22 admitted failure to pay in excess of \$52,000 property taxes, for the Mill for 2002, 2003, and 2004.
23

24 15. The offer to buy was later adjusted to \$850,000.00 to reflect the value of the property
25 for, among other things, the Mill's state of disrepair, the outstanding property taxes owed and
26 pending tax sale, and the imminent foreclosure of the property by the Bank of Nashville if the loan
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1 was not paid in full when it matured in December 2004. Jean Ruth and the buyer anticipated closing
2 the sale on or about December 22, 2004.

3 16. Thereafter, evidencing complete disregard for his duties to the Mill, Jean Ruth and
4 the Trust, Respondent increased his efforts to delay and defeat the sale of the Mill. Contrary to
5 affirmative representations he made to Petitioner's attorney about the million dollar value of the Mill
6 and the availability of buyers, Respondent failed and refused to secure a buyer for the Mill. Attached
7 as Ex. 8, is a November 9, 2004, letter prepared by Jean Ruth's attorney in Lebanon, Tennessee, in
8 which he discusses the Respondent's failure to obtain sellers as previously represented by him.
9

10 17. By December 9, 2004, Respondent refused and twice ejected a property appraiser sent
11 by the only interested buyer in the Mill, resulting in further delay of the pending
12 December 22, 2004, sale. Attached at Ex. 9, is a letter from the buyer itemizing the obstacles created
13 by the Respondent in effectuating the sale.
14

15 18. On or about December 1, 2004, Respondent filed a Petition for Temporary and
16 General Guardianship of the Jean Ruth Estate, in Las Vegas, Nevada, which is on file with this
17 Court, with the knowledge that there already existed valid testamentary documents through which
18 Jean Ruth and the Jean Ruth Estate provided for personal and estate guardianship and succession.
19 Respondent's Petition resulted in the hiring of Elyse M. Tyrell, Esq., of Trent, Tyrell and Associates,
20 for purposes of determining what was in the best interests of Jean Ruth. Respondent's filing of the
21 time sensitive litigation in multiple jurisdictions forced Jean Ruth to expend additional amounts to
22 prove that which was already known to Respondent.
23

24 19. On or about December 2, 2004, Respondent filed a *lis pendis* and an application for
25 a temporary restraining order in the Chancery Court in Lebanon, Tennessee, to enjoin the sale of the
26 Mill until a determination could be made in the Nevada courts about Jean Ruth's mental capacity and
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1 proper guardianship of Jean Ruth. Attached as **Ex. 10**, is a copy of the *lis pendis* and application for
2 a temporary restraining order. The *lis pendis* and the temporary restraining order became effective
3 immediately pending the outcome of a hearing on the matter. Attached as **Ex. 11**, is the Chancery
4 Court's December 2, 2004, Order.

5
6 20. Because of the Respondent's conduct and filings, the buyer requested to delay the
7 closing date for the sale of the Mill from December 22, 2004, until January 22, 2005, or until the
8 Nevada litigation and *lis pendis* filed by the Respondent was resolved. Attached as **Ex. 12**, is the
9 proposed addendum to the agreement to sell from the buyer.

10 21. Effective December 15, 2004, Respondent was terminated from his various positions
11 and was commanded to immediately vacate the apartment he occupied at the Mill.
12 Attached as **Ex. 13**, is the letter sent to the Respondent terminating his employment and ordering him
13 to vacate the premises.
14

15 22. On or about December 22, 2004, Michael Walker located a third buyer who was
16 prepared to pay \$900,000 for the Mill and wanted to close the sale by December 30, 2004. Due to
17 Respondent's conduct and filings, however, the sale was unable to close by or on December 30,
18 2004.
19

20 23. On information and belief, Respondent encouraged and conspired with Raymond
21 Harris to file an lawsuit against the Mill alleging that the Mill failed to pay him for work performed,
22 which was supported by false invoices, in an effort to further delay the sale of the Mill.
23 Notwithstanding the merits of this litigation, Jean Ruth settled the matter for approximately \$50,000,
24 so that she might proceed with the sale of the Mill.

25 24. On January 5, 2005, the Las Vegas, Nevada Court issued an Order determining that,
26 consistent with testamentary documents completed by Petitioner in May 2000, through November
27
28

1 2004, Angel Echevarria was the Guardian of Jean Ruth and the Jean Ruth Estate. The Court further
2 ordered the Respondent not to interfere with the sale of the Mill and to provide the documents
3 requested by Jean Ruth, her Guardian and their representatives for purposes of completing the sale
4 of the Mill. See Ex. 2, January 7, 2005, Order.

5
6 25. Shortly thereafter, on January 25, 2005, the Chancery Court in Tennessee, dismissed
7 Respondent's *lis pendens* and lifted the temporary restraining order on the sale of the Mill and
8 ordered the Respondent to immediately vacate his residence at the Mill. Attached as Ex. 14, is the
9 Chancery Court's January 25, 2005, Order.

10 26. When Respondent failed to vacate his residence at the Mill as requested and ordered,
11 on January 26, 2005, Jean Ruth enlisted the assistance of the local police for purposes of forcefully
12 evicting the Respondent and his live-in girlfriend.

13
14 27. On January 28, 2005, Respondent and his live-in girlfriend, Caroline York, each filed
15 a complaint against Jean Ruth and the Estate of Jean Ruth, alleging various employment related
16 causes of action that were unrelated to the Nevada proceedings regarding Jean Ruth's mental
17 capacities and proper guardianship of Jean Ruth. Attached as Ex. 15, is Respondent's Complaint;
18 attached as Ex. 16, is Caroline York's Complaint. The complaints are separate and distinct from the
19 Nevada proceedings and allege entirely different causes of action. Specifically, Respondent's
20 complaint contains a quantum meruit claim to recover compensation for the work he performed in
21 his capacity as an employee of the Mill, compensation that in his position as the President and
22 Property Manager, he should have been paying to himself, but apparently never did. At the same
23 time Respondent also filed a landlord-tenant motion in the Chancery Court in Lebanon, Tennessee,
24 to have the proceeds from the sale of the Mill held in escrow and his personal residence (at the Mill)
25 and property restored to him. Attached as Ex. 17, is Respondent's Motion.
26
27
28

1 28. The sale of the Mill closed on February 3, 2005. As a result of Respondent's gross
2 mismanagement of the Mill and breach of his duties, however, the \$900,000.00 purchase price of
3 the Mill was reduced to \$94,040.78, which reflects a reduction of \$805,959.22, for purposes of
4 paying the mortgage, late fees and per diem interest owed to the Bank of Nashville, the past due
5 property taxes and other costs and expenses related to Respondent's mismanagement. Attached as
6 Ex. 18, is the settlement statement from the sale.
7

8 RELIEF SOUGHT

9 29. Respondent is suspected of concealing, converting, disposing and failing to account
10 for approximately \$1,000,000 in additional capital contributions made by Jean Ruth to his own use
11 instead of making use of these funds to pay the Mill's mortgage, property taxes, vendors, and other
12 related business expenses, to maintain the Mill and make the necessary repairs to the Mill, which,
13 on information and belief, Respondent represented to Jean Ruth were the reasons these additional
14 contributions were needed;
15

16 30. Respondent is suspected of concealing, converting, disposing and failing to account
17 for approximately \$220,000 in the Mill's rental payments and/or profits to his own use instead of
18 making use of these funds to pay the Mill's mortgage, property taxes, vendors, and other related
19 business expenses, including his own compensation;
20

21 31. As a direct result of Respondent's conduct in mismanaging the Mill,
22 Respondent is suspected of concealing, converting, disposing and failing to account for
23 approximately \$130,000 of personal funds that the Guardian Angel Echevarria invested in the Mill
24 and which were also to be used to pay the mortgage, property taxes, and perform general repair and
25 maintenance on the Mill;
26

27 ///
28

1 32. As a direct result of Respondent's conduct in mismanaging the Mill, petitioning for
2 guardianship in Nevada knowing that Jean Ruth had already provided for her guardianship through
3 formal testamentary documents, and filing the related *lis pendis*, application for a temporary
4 restraining order and later, filing unrelated civil employment and landlord-tenant complaints to
5 distract and divert Jean Ruth's personal, professional and financial resources from the pending
6 Nevada actions related to her guardianship and her estate, all for purposes of delaying and defeating
7 the sale of the Mill and/or delaying payment of the proceeds of the sale of the Mill to Jean Ruth,
8 which Respondent knew to be in Jean Ruth's best interests, and engaging in other conduct to disrupt,
9 delay and defeat the sale of the Mill such as ejecting appraisers hired by the purchaser and failing
10 to prepare or provide complete or accurate financial and business information about the Mill,
11 Respondent is suspected of concealing, converting and/or otherwise disposing of Jean Ruth's
12 personal funds and assets by forcing her to litigate unmeritorious and unrelated claims in multiple
13 jurisdictions, and to retain accountants, advisors and attorneys that would otherwise be unnecessary,
14 in an amount excess of \$6,000 in travel expenses; \$30,000 in consulting and attorneys' fees and
15 costs; \$30,000 in accounting and tax consulting fees and costs; \$50,000 in settling frivolous lawsuits
16 encouraged and incited by the Respondent; \$25,000 in penalties for failure to pay property taxes to
17 the State of Tennessee; \$114,000 in penalties for failure to timely pay the mortgage to the Bank of
18 Nashville; \$2200 to move Respondent from the Mill and store Respondent's personal property for
19 the month of February 2005; \$8,000 in compensation for someone to manage the Mill from
20 December 15, 2004, Respondent's termination date, and the date that the Mill was sold; for a total
21 approximate amount of \$265,200;

22 33. As a direct result of Respondent's conduct in mismanaging the Mill,
23 Respondent is suspected of concealing, converting, disposing and failing to account for at least
24

1 \$210,000 of Jean Ruth's personal funds and assets from the sale of the Mill because these amounts
2 were applied to unpaid mortgage and property tax payments and penalties and general expenses
3 resulting from Respondent's mismanagement of the Mill and dereliction of his duties as the
4 President, Tax Matters Member and Property Manager of the Mill;

5 34. Respondent is suspected of concealing, converting and/or otherwise disposing of the
6 Mill, which was Jean Ruth's real property, by failing to maintain the property in a state of general
7 and acceptable repair, resulting in an estimated \$700,000 in necessary repairs; living at the property
8 with his girlfriend without paying rent; failing to pay property taxes and/or the mortgage; failure to
9 secure adequate tenant capacity at the Mill; and generally engaging in conduct in dereliction and
10 breach of his duties as the President, Tax Matters Member and Property Manager of the Mill.
11

12 35. Further, Jean Ruth avers and attests that Respondent has in his possession, custody,
13 control, and knowledge, deeds, conveyances, bonds, contracts or other writings that contain evidence
14 or will tend to disclose the right, title and interest of Jean Ruth in the real and personal property of
15 the Mill and other claims and/or demands made by Jean Ruth, the Jean Ruth Estate, Jean Ruth's
16 Guardian and the Respondent alike.
17

18 36. The names and addresses of the Persons entitled to Notice of these proceedings, so
19 far as they are known to Angel Echevarria are:
20

21 Jean R. Echevarria
22 12 Desert Highland Drive
23 Henderson, Nevada 89052

24 Robert Steven Echevarria
25 Address Unknown

26 Elyse M. Tyrell, Esq.
27 8367 West Flamingo, #100
28 Las Vegas, NV 89147

1 Ana Echevarria
2 Anthony Echevarria
3 C/o Angel Echevarria
4 12 Desert Highland Drive
5 Henderson, Nevada 89052

6 Amanda Echevarria
7 Address Unknown

8 Theresa Lynn Echevarria
9 Address Unknown

10 Michael Echevarria
11 708 Paige Avenue
12 Lebanon, Tennessee 37087

13 WHEREAS, Angel Echevarria prays:

14 1. That this Court cause the issuance of a citation to Respondent Michael A. Echevarria,
15 to answer and provide an accounting, upon oath, on the matters of this petition; or

16 2. That in the alternative and/or if Respondent Michael A. Echevarria fails to answer
17 and/or provide an accounting, upon oath, on the matters of this petition, that this Court Order:

18 (a) the Respondent to pay and/or reimburse Jean Ruth and/or the Jean Ruth Estate
19 the \$1,000,000 in capital contributions Jean Ruth made based on Respondent's representations that
20 such contributions were necessary;

21 (b) the Respondent to pay and/or reimburse Jean Ruth and/or the Jean Ruth Estate
22 for fees, costs and expenses concealed, converted and/or disposed of by the Respondent in the
23 amount of \$825,200 pursuant to NRS 159.305; and

24 (c) the Respondent to divulge and/or produce any and all evidence of any right,
25 title and/or interest held by Jean Ruth and/or the Jean Ruth Estate; and

26 (d) the Respondent to pay as damages double the amount of the assets concealed,
27 or the amount of \$1,650,400.00, converted and/or disposed of by Respondent pursuant to NRS

28

1 159.315;

2 3. For other and such relief as this Court deems appropriate.

3
4 LIONEL SAWYER & COLLINS

5
6 By: 

7 ELIZABETH BRICKFIELD

8 Nevada State Bar No. 6236

9 SUZANNE L. MARTIN

10 Nevada State Bar No. 8833

11 300 South Fourth Street, #1700

12 Las Vegas, Nevada 89101

13 Attorneys for Angel Echevarria

VERIFICATION

1 ANGEL ECHEVARRIA, whose address is 12 Desert Highlands Drive, Henderson, Nevada,
2 89052, declares under penalties of perjury of the State of Nevada:
3

4 That she is the Petitioner who makes the forgoing PETITION PURSUANT TO NRS
5 159.345; that she has read said Petition and knows the contents thereof and that the same is true of
6 her own knowledge except for those matters that are stated on information and belief, and that as to
7 such matters, she believes it to be true.
8

9 DATED: April 8, 2005.

10 
11 ANGEL ECHEVARRIA
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14

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1701 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST
LAS VEGAS,
NEVADA 89101
(702) 383-8888

CERTIFICATE OF SERVICE

I hereby certify that on the 11 day of April, 2005, service of the foregoing **PETITION FOR PAYMENT, REIMBURSEMENT AND/OR RESTITUTION AND ACCOUNTING PURSUANT TO NRS 159.305** was by depositing a copy in the United States Mail, postage prepaid, addressed to the following:

Jean R. Echevarria
12 Desert Highland Drive
Henderson, NV 89052

Michael A. Echevarria
708 Paige Avenue
Lebanon, Tennessee 37087

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highland Drive
Henderson, NV 89052

Elyse M. Tyrell, Esq.
8367 West Flamingo, #100
Las Vegas, NV 89147



An Employee of Lionel Sawyer & Collins

EXHIBIT 1

**ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST
FROM
JEAN R. ECHEVARRIA
TO
JEAN R. ECHEVARRIA, TRUSTEE OF THE
JEAN R. ECHEVARRIA TRUST, DATED NOVEMBER 14, 1997**

THIS ASSIGNMENT, dated this 28 of June, 2001, is made and entered into by and between JEAN R. ECHEVARRIA ("Assignor") and JEAN R. ECHEVARRIA, Trustee of the JEAN R. ECHEVARRIA TRUST, dated November 14, 1997, ("Assignee"), with reference to the following facts:

WHEREAS, Assignor owns One Hundred Percent (100%) Membership Interest in THE MILL AT LEBANON, LLC ("LLC") which was formed pursuant to the Articles of Organization, dated May 24, 2000 (the "Articles"); and

WHEREAS, Assignor desires to assign for good and valuable consideration, all of her right, title, duties, obligations, and interest in and to a One Hundred Percent (100%) Membership Interest in the LLC to Assignee;

NOW, THEREFORE, in view of the foregoing facts Assignor assigns, transfers and conveys the Membership Interest to Assignee, and Assignee accepts all rights, title, duties, obligations and interest in and to the Interest.

This Assignment is made upon the following terms, covenants and conditions:

1. It is the intent of Assignor and Assignee that Assignee succeed to the Membership Interest as a Substituted Member, as such is defined in the Operating Agreement.
2. By its acceptance of the Membership Interest, Assignee hereby accepts, and agrees to be bound by, all of the terms and provisions of the Articles and Operating Agreement.
3. Assignor hereby warrants and represents for the reliance and benefit of Assignee and the Limited Liability Company, that Assignor is the owner of the Interest, and that Assignor has not previously sold, assigned, transferred, or encumbered the Membership Interest.

- 1 -

Jeffrey L. Durr & Associates
Attorneys at Law

4. The parties hereto represent and warrant for the reliance and benefit of the Limited Liability Company that this Assignment is made in accordance with all applicable laws and regulations and that Assignee meets all applicable investor suitability standards.

5. The parties hereto agree to execute and deliver such additional documents as may be necessary or appropriate to effectuate the provisions of the Articles and to consummate the assignment contemplated herein according to the terms and conditions hereof.

ASSIGNOR:


JEAN R. ECHEVARRIA

ASSIGNEE:


JEAN R. ECHEVARRIA, Trustee

CONSENT OF MEMBER

By executing this document, the Member of the Limited Liability Company expressly consent to the assignment of the Membership Interest from Assignor to Assignee, approve the form and content of this document, and acknowledge that Assignee is (as to the Interest) a substituted Member.


JEAN R. ECHEVARRIA

- 2 -

Jeffrey L. Burr & Associates
Attorneys at Law

702-263-8133

Echevarria

Dec 06 04 05:19p

EXHIBIT 2

1 NEOJ
2 MARK A. SOLOMON, ESQ.
3 Nevada State Bar No. 0418
4 ELIZABETH BRICKFIELD, ESQ.
5 Nevada State Bar No. 6236
6 LIONEL SAWYER & COLLINS
7 1700 Bank of America Plaza
8 300 South Fourth Street
9 Las Vegas, Nevada 89101
10 (702) 383-8888

11 Attorneys for Angel Echevarria

12 DISTRICT COURT, FAMILY COURT
13 CLARK COUNTY, NEVADA

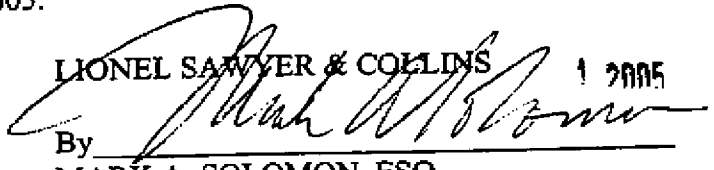
14 In the Matter of the Guardianship of the	)	Case No. G 27262
	)	Dept. No. E
15 Estate of JEAN RUTH ECHEVARRIA,)	
	)	Date of Hearing: January 5, 2005
16 Adult Ward	)	Time of Hearing: 9:00 a.m.
)	

17 NOTICE OF ENTRY OF ORDER

18 PLEASE TAKE NOTICE that an Order was entered in the above matter on the 7th day of
19 January, 2005, a true and correct copy of which is attached hereto.

20 Dated this 10 day of January, 2005.

21 LIONEL SAWYER & COLLINS 1 2005

22 By 
23 MARK A. SOLOMON, ESQ.
24 Nevada Bar No. 0418
25 ELIZABETH BRICKFIELD, ESQ.
26 Nevada Bar No. 6236
27 LIONEL SAWYER & COLLINS
28 1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
Attorneys for Angel Echevarria

FILED

JAN 11 4 00 PM '05

Shirley E. Rungius
CLERK

CERTIFICATE OF MAILING

I HEREBY CERTIFY that service of the foregoing NOTICE OF ENTRY OF ORDER was made this 10th day of January, 2005, by depositing a copy of the same in the United States Postal Service, postage prepared, by U.S. Mail, addressed to the entities at their last known address as follows:

Jean R. Echevarria
12 Desert Highland Drive
Henderson, NV 89052

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st floor
Beverly Hills, CA 90212

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highland Drive
Henderson, NV 89052

MICHAEL A. ECHEVARRIA
NEVADA CASE MANAGEMENT, INC.
c/o Kim Boyer, Esq.
Bolick Boyer & Goodsell
6060 West Elton, Suite A
Las Vegas, NV 89107

Elyse M. Tyrell, Esq.
8367 West Flamingo, #100
Las Vegas, NV 89147


ERIN BRUNDAGE, an employee of
LIONEL SAWYER & COLLINS

1 **ORDG**

2 **MARK A. SOLOMON, ESQ.**

3 Nevada State Bar No. 0418

4 **ELIZABETH BRICKFIELD, ESQ.**

5 Nevada State Bar No. 6236

6 **LIONEL SAWYER & COLLINS**

7 1700 Bank of America Plaza

8 300 South Fourth Street

9 Las Vegas, Nevada 89101

10 (702) 383-8888

11 Attorneys for Angel Echevarria

FILED

JAN 7 4 20 PM '05

Lionel Sawyer & Collins

12 **DISTRICT COURT, FAMILY COURT**
13 **CLARK COUNTY, NEVADA**

14 In the Matter of the Guardianship of the)

Case No. G 27262

15 Estate of JEAN RUTH ECHEVARRIA,)

Dept. No. E

16 Adult Ward)

Date of Hearing: January 5, 2005

Time of Hearing: 9:00 a.m.

17 **ORDER APPOINTING ANGEL ECHEVARRIA AS GENERAL GUARDIAN OF THE**
18 **PERSON OF JEAN RUTH ECHEVARRIA AND SPECIAL GUARDIAN OF THE ESTATE**
19 **OF JEAN RUTH ECHEVARRIA; ORDER ASSUMING JURISDICTION OF THE JEAN**
20 **RUTH ECHEVARRIA TRUST; ORDER DIRECTING THE SALE OF AN ASSET OF THE**
21 **MILLS AT LEBANON, LLC; ORDER ASSESSING THE FEES OF ELYSE TYRELL, ESQ.:**
22 **ORDER APPOINTING ELYSE TYRELL AS GUARDIAN AD LITEM.**

23 The Petition of Michael Echevarria and Nevada Fiduciary Services to be appointed as
24 General Guardian of the Estate of Jean Ruth Echevarria and the Opposition of Angel Echevarria to
25 Michael Echevarria's Petition and her Counter-Petition to be Named Guardian or Alternatively to
26 dismiss the proceedings came before the Court.

27 Present at the hearing were JEAN RUTH ECHEVARRIA, ANGEL ECHEVARRIA, JEAN
28 RUTH ECHEVARRIA's daughter and her counsel of record, ELIZABETH BRICKFIELD, ESQ. of
the law firm of LIONEL SAWYER & COLLINS, KIM BOYER, ESQ. of the law firm of BOLICK
BOYER & GOODSSELL, on behalf of MICHAEL ECHEVARRIA and NEVADA FIDUCIARY

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101

1 SERVICES, who were not present and ELYSE TYRELL, ESQ. of the law firm of PATRICIA
2 TRENT & ASSOCIATES, the investigator appointed by stipulation of the parties.

3 The Court, having considered the pleadings, heard the arguments of Counsel and having
4 interviewed JEAN RUTH ECHEVARRIA in camera made the following findings and orders.

5 The Court finds that JEAN RUTH ECHEVARRIA executed a valid estate plan, including
6 the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust, a Durable Power of Attorney, a Durable
7 Power of Attorney for Health Care and a Nomination of Guardian of her Person under her Last Will
8 and Testament.

9 The Court finds that JEAN RUTH ECHEVARRIA designated ANGEL ECHEVARRIA to
10 serve as Successor Trustee of the JEAN RUTH ECHEVARRIA TRUST; to serve as JEAN RUTH
11 ECHEVARRIA's agent for health care and all general purposes; to serve as Guardian of her Person
12 if necessary and that these designations are valid and in effect.

13 The Court finds that it has jurisdiction of the JEAN RUTH ECHEVARRIA TRUST as a
14 Nevada Trust and that ANGEL ECHEVARRIA is confirmed as successor trustee of the Trust:

15 The Court finds that one hundred percent of the membership interests of the Mill at Lebanon,
16 LLC is owned by the JEAN RUTH ECHEVARRIA TRUST;

17 The Court finds that JEAN RUTH ECHEVARRIA knows and understands the financial
18 conditions that make it in her best interest that the real property which is an asset of the Mills at
19 Lebanon, LLC be sold, as she has invested hundreds of thousands of dollars in the property; the
20 property is in poor condition and would require the replacement of the roof; the property is in
21 foreclosure and back taxes are owing;

22 The Court finds that it has general jurisdiction over the person of MICHAEL ECHEVARRIA
23 in that he submitted to this Court's jurisdiction by coming before this Court to seek his appointment
24

1 as Temporary and General Guardian of the Estate of JEAN RUTH ECHEVARRIA and placing the
2 issue of the sale of the real property owned by the Mills at Lebanon, LLC before this Court and that
3 any claims he is asserting against the Mills at Lebanon, LLC are claims that are properly before this
4 Court in this proceeding as one hundred percent of the membership interest in the Mills at Lebanon,
5 LLC is an asset of the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust;

6
7 The Court respectfully offers its suggestion to the Tennessee Court that in the name of
8 judicial economy and efficiency the Guardianship Court of the Eighth Judicial District Court, Clark
9 County, Nevada having all parties and the issues before it is the more appropriate forum for the
10 resolution of all issues relating to any claims being made by MICHAEL ECHEVARRIA that he has
11 an interest as a creditor of the Mills at Lebanon, LLC;

12
13 The Court respectfully notifies the Tennessee Court that the Guardianship Court of the Eighth
14 Judicial District Court, Clark County, Nevada is prepared to hold the proceeds from the sale of the
15 Mills at Lebanon, LLC real property in escrow pending resolution by the Guardianship Court of any
16 claims of MICHAEL ECHEVARRIA against such assets;

17
18 The Court finds that the privacy of JEAN RUTH ECHEVARRIA is to be respected and that
19 her financial affairs and estate planning documents are to remain protected and private;

20
21 The Court finds that pursuant to NRS 159.046(4) that MICHAEL ECHEVARRIA
22 unnecessarily or unreasonably caused the appointment of ELYSE TYRELL to investigate this matter
23 and is therefore liable for eighty-five percent of the expenses associated with the investigation.

24
25 GOOD CAUSE appearing;

26
27 IT IS HEREBY ORDERED that ANGEL ECHEVARRIA is appointed as Special Guardian
28 of the Estate of JEAN RUTH ECHEVARRIA with the authority to act in accordance with the
provisions of NRS 159.083 and to serve as such without bond;

1 IT IS FURTHER ORDERED that ANGEL ECHEVARRIA is appointed as General Guardian
2 of the Person of JEAN RUTH ECHEVARRIA;

3 IT IS FURTHER ORDERED that the Guardianship Court of the Eighth Judicial District
4 Court of the State of Nevada assumes jurisdiction over the Jean R. Echevarria Trust dated May 30,
5 2000, as a proceeding in rem;

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA
7 is confirmed as Trustee of the Jean R. Echevarria Trust dated May 30, 2000;

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the sale of the assets of
9 the Mills at Lebanon, LLC shall proceed as being in the Ward's best interests;
10

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA,
12 as successor trustee of the Jean R. Echevarria Trust shall execute all documents to complete the sale
13 of the real property held as an asset of the Mills at Lebanon, LLC;
14

15 IT IS FURTHER ORDERED ADJUDGED AND DECREED that Michael Echevarria shall
16 not interfere with the sale of the real property held as an asset of the Mills at Lebanon, LLC;
17

18 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ANGEL ECHEVARRIA
19 shall provide the Guardianship Court with a copy of all estate planning documents for JEAN
20 ECHEVARRIA and that such documents shall be reviewed by the Court in camera and kept
21 confidential;

22 IT IS FURTHER ORDERED ADJUDGED AND DECREED that any financial records,
23 documents, bank statements or copies of such obtained by MICHAEL ECHEVARRIA through
24 subpoena duces tecum or other discovery method shall be deemed subject to a protective order and
25 the discovery shall not be had by him or his counsel. If any such documents have been provided to
26 MICHAEL ECHEVARRIA or his counsel such documents and any copies shall be turned over to
27
28

1 ELIZABETH BRICKFIELD, ESQ. and shall not be released to MICHAEL ECHEVARRIA;

2 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ELYSE TYRELL, ESQ.
3 shall be appointed as Guardian ad Litem in this matter;

4 IT IS FURTHER ORDERED ADJUDGED AND DECREED that eighty five percent of the
5 fees attributable to the services of ELYSE TYRELL, ESQ. as investigator in this matter shall be
6 paid by MICHAEL ECHEVARRIA and fifteen percent of the fees shall be paid from the assets of
7 JEAN RUTH ECHEVARRIA; and

8
9 IT IS FURTHER ORDERED ADJUDGED AND DECREED that MICHAEL
10 ECHEVARRIA take no action or make any request to any Court, including the Chancery Court of
11 Wilson County, Tennessee at Lebanon in Civil Action No.:04-418, known as Michael A.
12 Echevarria, Plaintiff v. The Mills at Lebanon, LLC, to prevent or stay the payment of the proceeds
13 of such sale to any person, Court or entity other than Angel Echevarria, successor trustee of the Jean
14 R. Echevarria Trust dated May 30, 2000.

15
16 Dated this 7 day of January, 2005.

17
18 
DISTRICT COURT JUDGE

19 FOR STEVEN E. JONES

20 Submitted by:

21 LIONEL SAWYER & COLLINS

22 By Mark A. Solomon
23 MARK A. SOLOMON, ESQ.
24 ELIZABETH BRICKFIELD, ESQ.
25 300 South Fourth Street
26 Las Vegas, Nevada 89101
27 Attorneys for Angel Echevarria
28

EXHIBIT 3

The Mill Tax Info:**Map 68D Group K Parcel 25.00**

2004 County taxes: \$12,852.00

2004 City taxes: \$1,663.00

Personal property taxes: SI 008 (Gift Gallary)

2004 County taxes: \$21.00

2004 City taxes: \$3.00

Personal property taxes: SI 010 (Lady Godiva)

2004 County taxes: \$71.00

2004 City taxes: \$9.00

Back Taxes - amounts are valid thru 12/31/04:

2003 County taxes: \$14,779.80

2003 City taxes: \$1,912.50

2002 County taxes: \$18,449.20

2002 City taxes: \$2,429.09

Personal property taxes:

2003 County (for Tyrees) \$72.50

2003 City (for Tyrees) \$52.25

2003 County (for Memaws) \$72.50

2003 City (for Memaws) \$52.25

2003 County (for Gift Gallary) \$63.50

2003 City (for Gift Gallary) \$52.25

The Mill Tax Info:

Map 68D Group K Parcel 14.00

2004 County taxes: \$68.00

2004 City taxes: \$9.00

Back Taxes – amounts are valid thru 12/31/04::

2003 County taxes: \$78.20

2003 City taxes: \$10.40

2002 County taxes: \$156.16

2002 City taxes: \$63.87

***Total amount due: \$52,940.47 – additional penalty and interest will
accrue on January 1, 2005.***

EXHIBIT 4




Date: 11/29/04
Attn: Renee Thorne
RE: Payoff Request
The Mill @ Lebanon
Loan Number: 9123501-10

Current Balance	\$468,409.10
Interest Accrued	3,518.36
Late Charges	90,733.14
Other Fees	340.00
PAYOFF	\$563,000.60
Per Diem	\$ 97.59

Payoff figure provided for December 3, 2004. For each day hereafter, interest accrues at \$97.59. Payoff proceeds should be made payable to The Bank of Nashville and sent to my attention at the address below. Should you have any questions, I may be reached at (615) 271-2007.

Sincerely,


Ellen V. Hackett
VP

401 Church Street • Nashville, Tennessee 37219

Dec. 6. 2004 2:12PM

Smy Puryear

No. 1883 P. 2/3

SMYTHE & PURYEAR
AN ASSOCIATION OF ATTORNEYSSUITE 333 • PILCHER BUILDING
144 SECOND AVENUE NORTH
NASHVILLE, TENNESSEE 37201

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dsmythe@smythepuryear.com**TOMMY BRADLEY**
LEGAL ASSISTANT
tbradley@smythepuryear.com

December 6, 2004

VIA REGULAR AND CERTIFIED MAIL --
RETURN RECEIPT REQUESTEDThe Mill at Lebanon, LLC
218 North Maple Street
Lebanon, TN 37087

Attn: Mike Echevarria, Managing Member

RE: The Bank of Nashville / Mortgage Loan No. 9123501 -- Payoff Balance Due
\$563,293.36 as of December 6, 2004, plus attorneys fees of \$250.00

Dear Mr. Echevarria:

Please be advised my office represents The Bank of Nashville, with regard to the above mortgage note which matured on December 2, 2004. As a result of the maturity of this Note, the Bank herein demands that all balances owing under the Note be paid at this time. As of December 6, 2004, a total payoff balance of \$563,293.36 is owed to the Bank as well as attorneys fees of \$250.00. Interest continues to accrue from and after the above date at the rate of \$97.59 per diem. If these amounts are not paid within ten (10) days of the above date, my office has been directed to begin foreclosure proceedings of the real property located at 218 North Maple Street, Lebanon, TN 37087, which secures this indebtedness. In such event, further foreclosure fees and expenses will be incurred. I trust you will wish to avoid that course of action and you will contact my office regarding payment of this Note balance and all expenses thereon within the time indicated.

This letter will confirm that I am a debt collector attorney for The Bank of Nashville and this letter is an attempt to collect this indebtedness and any information obtained from you will be used for that purpose. This letter will also confirm that unless you dispute the validity of this debt or any portion thereof within thirty (30) days after receipt of this notice, the debt will be assumed to be valid. If you notify my office in writing within this thirty (30) day period that the debt or any portion thereof is disputed, my office will obtain verification of the debt and mail a copy to you. Your failure to dispute the validity of the debt may not be construed by any court as

The Mill at Lebanon, LLC
December 6, 2004
Page 2

an admission of liability. My office will also obtain the name and address of the original creditor (if different from the current creditor) if you so request in writing within this same thirty (30) day period.

I look forward to hearing from you promptly with regard to this matter. I remain

Sincerely,



David Murray Smythe

DMS:slo
cc: The Bank of Nashville
Ms. Jean R. Echevarria (Guarantor)

EXHIBIT 5

THE MILL AT LEBANON**INCOME STATEMENT**

Projected Lease Payment for the period December 31, 2004

	Projected Jan04 thru Jun04	Projected Jul04 thru Dec04	Projected Total
GROSS RENT			
Wall Mart-based on 2003 rent roll	-	-	-
Tenants Without Lease Contracts	6,300.00	6,300.00	12,600.00
Intrigue Gymnastics	15,750.00	15,750.00	31,500.00
Internet Mkgt.(closed June04)	14,625.00		14,625.00
Banquet Room/Event Room	60,000.00	60,000.00	120,000.00
Highland Self Storage		8,281.25	8,281.25
Lady Godiva-Pub	17,280.00	17,280.00	34,560.00
Shoppers Alley	35,976.00	35,976.00	71,952.00
	<u>149,931.00</u>	<u>143,587.25</u>	<u>293,518.25</u>
TOTAL GROSS RENT INCOME	149,931.00	143,587.25	293,518.25
OPERATING EXPENSES			
Gas/Electric Utilities	9,413.41		
Telephone Expense	1,328.37		
Taxes & Licenses	6,783.52		
Insurance Exp.-Bldg & Property	<u>4,049.00</u>	<u>21,574.30</u>	<u>21,574.30</u>
		<u>21,574.30</u>	<u>21,574.30</u>
NET INCOME OPERATING INCOME	128,356.70	122,012.95	271,943.95

Notes:

	Monthly	Semi Annually
Tenants w/o lease contracts		
Back of Main Office	450.00	
Thurmans Meat	600.00	
Los Compadres Storage(closed ?)	-	
Total	<u>1,050.00</u>	6,300.00
Banquet Room/Event Room		
Estimate rent (5 x \$1,500)	7,500.00	
Services rendered security equip. rent etc.(5 x \$500)	<u>2,500.00</u>	
Total	<u>10,000.00</u>	60,000.00

Operating expenses are assumed to remain constant for the period

**PLEADING
CONTINUES
IN NEXT
VOLUME**

IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed
July 11 2014 10:47 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

In the Matter of: THE GUARDIANSHIP
OF THE PERSON AND ESTATE OF
JEAN RUTH ECHEVARRIA, AN ADULT
WARD,

Case No: G027262
SC Case No: 65598

MICHAEL A. ECHEVARRIA,
Appellant

vs.

ROBERT L. ANSARA; AND ANGEL
ECHEVARRIA,
Respondents,

RECORD ON APPEAL VOLUME 1

ATTORNEY FOR APPELLANT
MICHAEL ECHEVARRIA,
PROPER PERSON
10632 PENROSE ST.
SUN VALLEY, CA 91352

ATTORNEY FOR RESPONDENT
ELYSE M. TYRELL, ESQ.
11920 SOUTHERN HIGHLANDS PKY.,
STE. 201
LAS VEGAS, NV 89141

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NCODE
KIM BOYER
Nevada Bar # 5587
BOLICK BOYER & GOODSSELL
6060 West Elton, Suite A
Las Vegas, Nevada 89107
(702) 702-6060
Attorney for Petitioner

FILED

DEC 1 2 04 PM '04

Shirley S. Thompson
CLERK

DISTRICT COURT

CLARK COUNTY, NEVADA

In the matter of the Guardianship of the
Estate of

JEAN RUTH ECHEVARRIA,

An Adult.

Case No.: G
Dept. No.: E

Date of Hearing:
Time of Hearing: 9:00 a.m.

ACCEPTANCE OF APPOINTMENT AS GUARDIAN

NEVADA CARE MANAGEMENT, INC. having reviewed the Petition for Appointment of General Guardians of the Estate of JEAN RUTH ECHEVARRIA, an adult ward, submitted by MICHAEL A. ECHEVARRIA hereby agrees and consents to serving as guardian of the Estate of JEAN RUTH ECHEVARRIA along with Petitioner MICHAEL A. ECHEVARRIA.

NEVADA CARE MANAGEMENT, INC. is a professional guardian with offices located at 6465 W. Sahara Avenue, Suite 103, Las Vegas, Nevada 89146. The principals of NEVADA CARE MANAGEMENT, INC. are adult competent persons and have never been convicted of a felony or judicially determined to have committed abuse, neglect or exploitation of a child, spouse, parent or other adult.

The principals of NEVADA CARE MANAGEMENT, INC. have not been suspended for misconduct or disbarred from the practice of law, the practice of accounting or any other professions which involve the management or sale of money, investments, securities, or real property and requires licensure in Nevada or any other state.

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DEC 01 2004

COUNTY CLERK

1 DATED this 30th day of November, 2004.

2
3 Peter Frenette, ITS PRESIDENT
4 NEVADA CARE MANAGEMENT, INC., Guardian
5 By PETER FRENETTE

6 Respectfully submitted,

7 Kim Boyer
8 KIM BOYER, ESQ.
9 Nevada Bar #3587
6060 West Elton, Suite A
10 Las Vegas, Nevada 89107
Attorney for Petitioner

11
12
13 VERIFICATION

14 STATE OF NEVADA
15 COUNTY OF CLARK

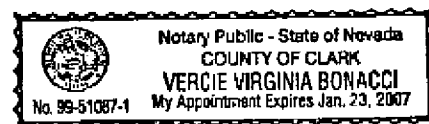
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17 PETER FRENETTE, being first duly sworn, deposes and says:

18 I am a Principal of Nevada Care Management, Inc., and have read the
19 foregoing Acceptance and know the contents thereof; the same are true to the best of
20 my own personal knowledge, except for those statements made upon information and
21 belief, and as to those matters, I believe them to be true.

22
23 Peter Frenette, ITS PRESIDENT
24 NEVADA CARE MANAGEMENT, INC.,
25 By PETER FRENETTE

26 SUBSCRIBED and SWORN to before
27 me this 30th day of November, 2004.

28
29 Verchie V. Bonacci
30 NOTARY PUBLIC



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FILED

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Shirley B. Ruggione
CLERK

1 AFPT
2 KIM BOYER, ESQ.
3 Nevada Bar #5587
4 BOLICK BOYER & GOODSSELL
5 8060 W. Elton, Suite A
6 Las Vegas, Nevada 89107
7 (702) 870-6060
8 Attorney for Petitioners

DISTRICT COURT
CLARK COUNTY, NEVADA

11 In the Matter of the Guardianship of)
12 the Estate of)

Case No.: G
Dept. No.: E

13 JEAN RUTH ECHEVARRIA,)

Date of Hearing:
Time of Hearing:

14 An Adult.)

AFFIDAVIT OF MICHAEL A. ECHEVARRIA

17 STATE OF NEVADA

19 COUNTY OF CLARK

20 I, the undersigned, being duly sworn, depose and state as follows:

21 1. That I am the Petitioner in the matter of the guardianship of the
22 Estate of JEAN RUTH ECHEVARRIA.

24 2. That I am petitioning for temporary and permanent guardianship of
25 my mother, JEAN RUTH ECHEVARRIA.

26 3. That a Physician's Certificate is not obtainable without Court Order
27 because of HIPPA regulations and because my sister, ANGEL ECHEVARRIA, the
possible durable power of attorney refuses to release any information regarding my
mother.

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1 4. That my mother is taking medication for Alzheimer's, and she
2 lacks the capacity to respond to immediate risk of financial loss.

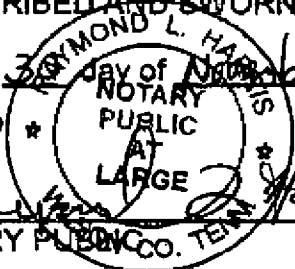

3 5. That I request this Court enter the Ex Parte Order Appointing
4 Temporary Guardians.

5 FURTHER, your affiant sayeth naught.

6 DATED this 30 day of November, 2004.

7
8 
9
10 MICHAEL A. ECHEVARRIA

11 SUBSCRIBED AND SWORN to before
12 me this 30 day of November, 2004.

13 
14
15 
16 NOTARY PUBLIC CO. TENN.

CITA

KIM BOYER, ESQ.

Nevada Bar #5587

BOLICK BOYER & GOODSSELL

6060 West Elton, Suite A

Las Vegas, Nevada 89107

(702) 870-6060

Attorney for Petitioners

FILED

DEC 1 2 37 PM '04

Shirley B. Langman
CLERK**DISTRICT COURT****CLARK COUNTY, NEVADA**In the matter of the Guardianship of the
Estate of

JEAN RUTH ECHEVARRIA,

An Adult.

Case No.: G

Dept. No.: E

Date of Hearing:

Time of Hearing: 9:00 a.m.

CITATION

TO: JEAN RUTH ECHEVARRIA, an adult

TO: Any person having the care, custody, and control of JEAN RUTH ECHEVARRIA

TO: All other interested parties

PLEASE TAKE NOTICE that MICHAEL A. ECHEVARRIA filed a petition requesting that MICHAEL A. ECHEVARRIA and NEVADA CARE MANAGEMENT, INC. be appointed as guardians of the Estate of JEAN RUTH ECHEVARRIA, an adult, and a hearing on the Petition has been set for the 5 day of January, 2004 at 9:00 a.m., at the Family Court and Services Center, 601 N. Pecos Road, Las Vegas, NV 89101-2417.

YOU ARE NOTIFIED that JEAN RUTH ECHEVARRIA, the Proposed Adult Ward, may be adjudged to be incompetent or of limited capacity; that a guardian or Guardian may be appointed for the Proposed Ward; that the Proposed Ward's rights may be affected as specified in the Petition; that the Proposed Ward has the right to appear at the hearing and to oppose the Petition; and that the Proposed Ward has the right to be represented by an attorney, who may be appointed for the Proposed Ward by the Court if the Proposed Ward is unable to retain one.

CLARK COUNTY

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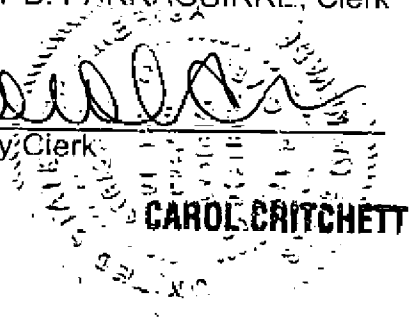
CE19

1 YOU ARE DIRECTED to appear at the hearing and show cause, if you
2 have any, why guardians should not be appointed for the Estate of JEAN RUTH
3 ECHEVARRIA.

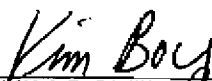
4 PLEASE NOTE that JEAN RUTH ECHEVARRIA is required to appear at
5 the hearing. Other interested parties need not appear at the hearing unless they want
6 to enter an objection.

7 DATED this _____ day of **DEC 01 2004**, 2004.

8
9 SHIRLEY B. PARRAGUIRRE, Clerk

10
11 By 
12 Deputy Clerk
13  **CAROL CRITCHETT**

14 Respectfully submitted,

15 
16 KIM BOYER, ESQ.
17 Nevada Bar #5587
18 BOLICK BOYER & GOODSELL
19 6060 West Elton, Suite A
20 Las Vegas, Nevada 89107
21 Attorney for Petitioners
22
23
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31

THIS SEALED
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NUMBERED PAGE(S)
7 - 9
WILL FOLLOW VIA
U.S. MAIL

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ORDR

KIM BOYER, ESQ.

Nevada Bar # 5587

BOLICK BOYER & GOODSSELL

6060 West Elton, Suite A

Las Vegas, Nevada 89107

(702) 870-6060

Attorney for Petitioners

49
FILED

DEC 1 2 34 PM '04

Shirley B. Langina
CLERK

DISTRICT COURT

CLARK COUNTY, NEVADA

ESTATE

Q

Case No.: G

Dept. No.: E

Date of Hearing:

Time of Hearing: 9:00 a.m.

In the matter of the Guardianship of the
Estate of

JEAN RUTH ECHEVARRIA,

An Adult.

**EX PARTE ORDER APPOINTING TEMPORARY GUARDIAN
AND FOR ISSUANCE OF TEMPORARY LETTERS OF GUARDIANSHIP**

The Court having considered the verified Petition for Appointment of
Temporary Guardians, Petition for Appointment of General Guardians submitted by
MICHAEL A. ECHEVARRIA requesting appointment to act as Temporary Guardians of
the Estate of JEAN RUTH ECHEVARRIA, adult ward, and the Court having considered
the same and good cause appearing therefore;

IT IS HEREBY ORDERED that MICHAEL A. ECHEVARRIA and NEVADA
CARE MANAGEMENT, INC. be and are hereby appointed as the Temporary Guardians
of the Estate of JEAN RUTH ECHEVARRIA, an adult, and that Temporary Letters of
Guardianship be issued to MICHAEL A. ECHEVARRIA and NEVADA CARE
MANAGEMENT, INC. upon their taking the oath required by law, to serve with assets
blocked.

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CLARK COUNTY

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1 IT IS FURTHER ORDERED that the Temporary Guardian's have the
2 power to exercise the right of the Proposed Ward as the sole member and manager of
3 The Mill at Lebanon, LLC to deal with the pending sale of real property held in The Mill
4 at Lebanon, LLC.


5 IT IS FURTHER ORDERED that MICHAEL A. ECHEVARRIA and
6 NEVADA CARE MANAGEMENT, INC. are hereby given full access to any and all
7 medical records and information concerning the condition and historical treatment of the
8 Ward, which are or may be lodged with any persons, family members and friends, along
9 with any and all medical providers, care facilities, insurers and/or institutions.

10 IT IS FURTHER ORDERED that a hearing of this matter shall be held on
11 8 day of December, 2004 at the hour of 9:00 a.m., at Family Court, 601 N.
12 Pecos Road, Las Vegas, NV 89101-2417, at which time a determination shall be made
13 concerning the necessity to extend this temporary guardianship proceeding.

14 DATED this 1 day of December, 2004.

15
16
17
18
19 
20 DISTRICT JUDGE 

21 Respectfully submitted,

22
23 
24 KIM BOYER, ESQ.
25 Nevada Bar #5587
26 BOLICK BOYER & GOODSSELL
27 6060 West Elton, Suite A
28 Las Vegas, Nevada 89107
29 Attorney for Petitioners
30
31

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6p

PAG
KIM BOYER, ESQ.
Nevada Bar # 5587
BOLICK BOYER & GOODSSELL
6060 West Elton, Suite A
Las Vegas, Nevada 89107
(702) 870-6060
Attorney for Petitioners

FILED

DEC 1 2 04 PM '04

Shirley S. Rungius
CLERK

1/16

DISTRICT COURT
CLARK COUNTY, NEVADA

In the matter of the Guardianship of the
Estate of

JEAN RUTH ECHEVARRIA,
An Adult.

Case No.: G
Dept. No.: E

627262
E

Date of Hearing:
Time of Hearing: 9:00 a.m.

PETITION FOR APPOINTMENT OF TEMPORARY GUARDIANS OF ESTATE ONLY,
PETITION FOR APPOINTMENT OF GENERAL GUARDIANS OF ESTATE ONLY

Petitioner MICHAEL A. ECHEVARRIA respectfully represents to the Court
as follows:

1. Petitioner MICHAEL A. ECHEVARRIA is a resident of the State of
Tennessee, and resides at 300 North Maple Street, Lebanon, Tennessee 37087.
MICHAEL A. ECHEVARRIA's date of birth is October 4, 1950. NEVADA CARE
MANAGEMENT, INC. is licensed to do business in the State of Nevada, and has offices
at 6465 W. Sahara Avenue, Suite 103, Las Vegas, Nevada 89146.

2. JEAN RUTH ECHEVARRIA, the proposed adult ward ("Proposed
Ward"), was born on February 12, 1927, and is 77 years old. The Proposed Ward is a
resident of the State of Nevada, and resides at 12 Desert Highlands Drive, Henderson,
Nevada 89052.

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DEC 01 2004

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3. MICHAEL A. ECHEVARRIA is the Proposed Ward's son. NEVADA CARE MANAGEMENT, INC. is a professional guardian.

4. The names and addresses of the Proposed Ward's relatives within the second degree, and those entitled to notice, are as follows:

<u>NAME AND ADDRESS</u>	<u>RELATIONSHIP</u>
Jean Ruth Echevarria 12 Desert Highland Drive Henderson, Nevada 89052	Proposed Ward
Angel Echevarria 12 Desert Highland Drive Henderson, Nevada 89052	Daughter
Robert Steven Echevarria Address Unknown No Contact for 10 Years	Son
Darius A. Baghai, Esq. 144 S. Palm Drive, 1 st Floor Beverly Hills, California 90212	Attorney for Proposed Ward
Michael Troy Echevarria Address Unkown	Grandson
Teresa Lynn Echevarria Address Unknown	Granddaughter
Ana Echevarria 12 Desert Highland Drive Henderson, Nevada 89052	Granddaughter
Amanda Echevarria Address Unknown	Granddaughter
Anthony Echevarria 12 Desert Highland Drive Henderson, Nevada 89052	Grandson

5. The Proposed Ward has no spouse and no living siblings.

6. The name and address of the proposed Guardians are MICHAEL A. ECHEVARRIA, and NEVADA CARE MANAGEMENT, INC., who reside at the addresses set forth herein. The proposed Guardians are adult competent persons and

1 have never been convicted of a felony or judicially determined to have committed
2 abuse, neglect or exploitation of a child, spouse, parent or other adult.

3 7. The proposed Guardians have not been suspended for misconduct
4 or disbarred from the practice of law, the practice of accounting or any other professions
5 which involve the management or sale of money, investments, securities, or real
6 property and requires licensure in Nevada or any other state.
7

8 8. The Proposed Ward is suffering from Alzheimer's Disease.
9 Petitioner MICHAEL A. ECHEVARRIA was informed that the Proposed Ward's Wells
10 Fargo Account and the Life Insurance Policy, with a cash surrender value totaling
11 approximately \$475,000.00 is gone. The Proposed Ward's accountant told MICHAEL
12 A. ECHEVARRIA "your sister burned it."
13

14 9. The Ward's commercial property held in the Proposed Ward's
15 Limited Liability Company ("LLC") is to be sold on Friday, December 3, 2004. The
16 Proposed Ward is the sole member of the LLC and the incorporation documents list her
17 residency in the State of Nevada (see Exhibit "1."). Petitioner MICHAEL A.
18 ECHEVARRIA is the President of the LLC, and is concerned with how the proceeds will
19 be used. A temporary guardian of the estate only must be appointed for the benefit of
20 the Proposed Ward with authority to exercise the right of the Proposed Ward as the sole
21 member and manager of the LLC relating to the sale of the commercial property. The
22 Proposed Ward lacks the capacity to respond to a substantial and immediate risk of
23 financial loss.
24

25 10. The Proposed Ward's daughter refuses to release any information
26 regarding the Proposed Ward, and therefore a Physician's Statement cannot be
27 obtained. An Affidavit will be submitted to this effect.
28

29 11. The Proposed Ward is a defendant in pending civil litigation in
30 California relating to her ownership of industrial land in Los Angeles valued at over ten
31

1 million dollars. When the Proposed Ward appeared for her deposition, she was
2 confused, unable to answer any questions, and cried. The deposition was promptly
3 terminated, and the attorney has questioned the Proposed Ward's capacity. See
4 Exhibit "2." ("As her attorney I have recently seen that her Alzheimer's condition has
5 worsened. I recommend that you consult an attorney in Nevada regarding setting up a
6 guardian or conservatorship for Jean- a recommendation I made some time ago.")
7

8 12. The Proposed Ward's assets and income consist of:

9 (a) Real property located 12 Desert Highlands Drive, Henderson,
10 Nevada 89052, with a taxable value of \$568,131.00.

11 (b) Ownership in The Mill at Lebanon, LLC, which contains commercial
12 property located at 218 North Maple Street, Lebanon, Wilson County, Tennessee, which
13 was appraised in 2001 at 3.2 million dollars and the current sales price is \$850,000.00.
14

15 (c) Commercial real property in California located at 3820 Union
16 Pacific Avenue, Los Angeles, California, valued at over ten million. The property may
17 be held in a trust.

18 (d) The Proposed Ward receives approximately \$600,000.00 in annual
19 income from Industrial Leases. It is unknown what the Proposed Ward receives from
20 Social Security.
21

22 13. The guardianship is not sought for the purpose of initiating litigation.

23 14. Petitioners have made a good faith effort to notify those persons
24 entitled to notice.
25

26 15. It is unknown whether the Proposed Ward has executed a durable
27 power of attorney for health care or a written nomination of guardian. It is believed that
28 the Proposed Ward has executed a durable power of attorney for financial matters
29 naming ANGEL ECHEVARRIA as the agent. The Proposed Ward has executed a trust
30 but it is unknown who the successor trustee is. It is unknown whether the above
31

documents were executed during a time of incapacity.

16. Petitioner will submit the information required by NRS 159.044(c) and (h) in a confidential manner.

17. Petitioner believes it to be in the best interest of the Proposed Ward that MICHAEL A. ECHEVARRIA and NEVADA CARE MANAGEMENT, INC. be appointed as temporary guardians of the estate of Estate of JEAN RUTH ECHEVARRIA.

18. Petitioner believes it to be in the best interest of the Proposed Ward that MICHAEL A. ECHEVARRIA and NEVADA CARE MANAGEMENT, INC. be appointed as General Guardians of the Estate of JEAN RUTH ECHEVARRIA.

WHEREFORE, Petitioner prays:

1. That the Court enter an Order appointing MICHAEL A. ECHEVARRIA and NEVADA CARE MANAGEMENT, INC. as the Temporary Guardians of the Estate of JEAN RUTH ECHEVARRIA, the Proposed Ward, with powers to exercise the right of the Proposed Ward as the sole member and manager of The Mill at Lebanon, LLC regarding the pending sale of real property held in The Mill at Lebanon;

2. That upon the service of the Citation, pursuant to the provisions of NRS 159.047, 159.0475 and 159.048, and hearing, that MICHAEL A. ECHEVARRIA and NEVADA CARE MANAGEMENT, INC. be appointed to serve as General Guardians of the Estate of JEAN RUTH ECHEVARRIA, the proposed adult ward;

3. That Letters of Guardianship of the Estate of JEAN RUTH ECHEVARRIA, an adult ward, be issued to MICHAEL A. ECHEVARRIA and NEVADA CARE MANAGEMENT, INC. upon taking the oath of office, to serve with assets blocked.


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4. For such other and further relief as the Court may deem proper.

DATED this 30 day of November, 2004.


MICHAEL A. ECHEVARRIA, Petitioner

Respectfully submitted,


KIM BOYER, ESQ.
Nevada Bar #5587
6060 West Elton, Suite A
Las Vegas, Nevada 89107
Attorney for Petitioners

VERIFICATION


STATE OF TENNESSEE
COUNTY OF Wilson

MICHAEL A. ECHEVARRIA, being first duly sworn, deposes and says:

I am the Petitioner in the above-entitled action; I have read the foregoing
Petition and know the contents thereof; the same are true to the best of my own
personal knowledge, except for those statements made upon information and belief,
and as to those matters, I believe them to be true.


MICHAEL A. ECHEVARRIA

SUBSCRIBED and SWORN to before
me this 30th day of October, 2004.


NOTARY PUBLIC
WILSON CO. TENN.

FILED

3305 3100

**ARTICLES OF ORGANIZATION
OF
THE MILL AT LEBANON, LLC**

NOV 24 10 53
The undersigned person, on behalf of the limited liability company under the Tennessee Limited Liability Company Act, adopts the following as the Articles of Organization for such limited liability company:

1. The name of the limited liability company is The Mill at Lebanon, LLC, LLC (the "LLC").

2. The street address, zip code and county of the initial registered office of the LLC in the State of Tennessee shall be 414 Union Street, Suite 1600, Nashville, Tennessee 37219, County of Davidson.

3. The name of the initial registered agent of the LLC, located at the registered office set forth above, Charles S. Sanger.

4. The name and address of the organizer of the LLC is:

Jennifer Sevier Kelly
c/o Boulton, Cummings, Connors & Berry, PLC
414 Union Street, Suite 1600
Nashville, TN 37219

5. The street address and zip code of the principal executive office of the LLC shall be 132 Jeri Drive, Henderson, Nevada 89014.

6. The LLC will be member-managed and has one (1) members at the time of organization.

7. The existence of the LLC is to begin upon the filing of the Articles of Organization.

8. The duration of the LLC shall be perpetual.

9. (a) To the maximum extent permitted by the provisions of T.C.A. § 48-243-101, as amended from time to time (provided, however, that if an amendment to such act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph which occur subsequent to the effective date of such amendment), the LLC shall indemnify and advance expenses to any person, his heirs, executors and administrators, for the defense of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, including counsel fees actually incurred as a result of such proceeding or action or any

EXHIBIT "1"

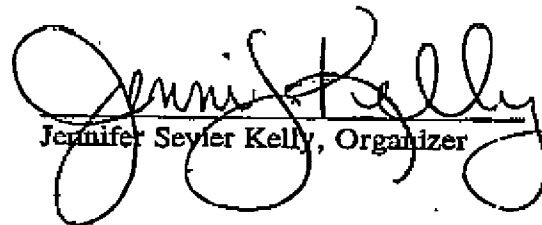
appeal thereof, and against all fines (including any excise tax assessed with respect to an employee benefit plan), judgments, penalties and amounts paid in settlement thereof, provided that such proceeding or action be instituted by reason of the fact that such person is or was a member or a governor of the LLC.

00 MAY 24 13:10:50

(b) The LLC may, to the maximum extent permitted by the provisions of T.C.A. § 48-243-101, as amended, from time to time (provided, however, that if an amendment to such act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph which occur subsequent to the effective date of such amendment), indemnify and advance expenses to any person, his heirs, executors and administrators, to the same extent as set forth in Paragraph 9(a) above or to the extent as determined by the members, provided that the underlying proceeding or action be instituted by reason of the fact that such person is or was a manager of the LLC.

(c) Any repeal or modification of the provisions of this Paragraph 9, directly or by the adoption of an inconsistent provision of these Articles of Organization, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of such repeal or modification.

Dated: May 23, 2000.


Jennifer Seyler Kelly, Organizer

LIMITED LIABILITY COMPANY ANNUAL REPORT

ANNUAL REPORT FILING FEE DUE:

\$50 per member, with a minimum fee of \$300 and a maximum fee of \$3000.
There is an additional fee of \$20 if any changes are made in block #5
to the registered agent/office.

Please return completed form to:
TENNESSEE SECRETARY OF STATE
Attn: Annual Report
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

CURRENT FISCAL YEAR (CLOSING MONTH) 05

IF DIFFERENT,

CORRECT MONTH IS

THIS REPORT IS DUE ON OR BEFORE: 09/01/03

(1) SECRETARY OF STATE CONTROL #

0389934

(2A.) NAME AND MAILING ADDRESS OF COMPANY:

THE MILL AT LEBANON, LLC
12 DESERT HIGHLAND
DR.
HENDERSON, NV 89052

(2B.) STATE OR COUNTRY OF FORMATION:

TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

C/O Mr. Jean Echevarria
12 Desert Highland Dr.
Henderson, NV 89052

D 05/24/2000 FOR PROFIT

(3) A. PRINCIPAL ADDRESS (INCLUDING CITY, STATE, ZIP CODE):

12 DESERT HIGHLAND, DR., HENDERSON, NV 89052

B. CHANGE OF PRINCIPAL ADDRESS:

STREET

CITY

STATE

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF GOVERNORS, IF BOARD MANAGED, OR MANAGERS, IF MEMBER MANAGED.
(ATTACH ADDITIONAL SHEET IF NECESSARY.)

NAME:

BUSINESS ADDRESS

CITY, STATE, ZIP CODE + 4

JEAN ECHEVARRIA

12 DESERT HIGHLAND DRIVE

HENDERSON, NV 89052

☐ BOARD MANAGED

☒ MEMBER MANAGED

☐ THIS LLC IS PROHIBITED FROM ENGAGING IN BUSINESS IN TENNESSEE.

(5) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

CHARLES S. SANGER

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

414 UNION ST, S-1600, NASHVILLE, TN 37219

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(I). CHANGE (IF REGISTERED AGENT):

(II). CHANGE (IF REGISTERED OFFICE):

STREET

CITY

STATE
TN

ZIP CODE + 4

COUNTY

(6) NUMBER OF MEMBERS AT THE DATE OF FILING: 1

(7) SIGNATURE

(8) DATE

4/21/04

(9) TYPE/PRINT NAME OF SIGNER

Michael A. Echevarria

(10) TITLE OF SIGNER

President

• • THIS REPORT MUST BE DATED AND SIGNED • •

Secretary of State

Division of Business Services

312 Eighth Avenue North

6th Floor, William R. Snodgrass Tower

Nashville, Tennessee 37243

DATE: 05/17/04

REQUEST NUMBER: 5138-0107

TELEPHONE CONTACT: (615) 741-2286

FILE DATE/TIME: 05/17/04 1102

EFFECTIVE DATE/TIME: 05/17/04 1102

CONTROL NUMBER: 0389934

TO:

THE MILL AT LEBANON, LLC

218 N. MAPLE ST.

LEBANON, TN 37087

RE:

THE MILL AT LEBANON, LLC

APPLICATION FOR REINSTATEMENT - DOMESTIC
LIMITED LIABILITY COMPANY

IT HAS BEEN DETERMINED THAT THE ATTACHED APPLICATION FOR REINSTATEMENT CONTAINS
THE INFORMATION REQUIRED BY STATUTE, THEREFORE THE ABOVE LIMITED LIABILITY
COMPANY IS HEREBY REINSTATED, OR IF A FOREIGN LIMITED LIABILITY COMPANY, ITS
CERTIFICATE OF AUTHORITY IS REINSTATED.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE
REFER TO THE LIMITED LIABILITY COMPANY CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR REINSTATEMENT - DOMESTIC
LIMITED LIABILITY COMPANY

ON DATE: 05/17/04

FROM:
MILL AT LEBANON, LLC
218 N. MAPLE ST

LEBANON, TN 37087-0000

RECEIVED: FEES
\$390.00 \$0.00
TOTAL PAYMENT RECEIVED: \$390.00

RECEIPT NUMBER: 00003510208
ACCOUNT NUMBER: 00409369



SS-445B

Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

STATE OF TENNESSEE
Department of State
Corporations Section
18th Floor, James K. Polk
Building
Nashville, TN 37243-0306

Application for Reinstatement
Following Administrative
Dissolution/Revocation

For Office Use Only

FILED
RECEIVED
STATE OF TENNESSEE
RILEY DANKS
SECRETARY OF STATE
2004 MAY 17 AM 11:03

Pursuant to the provisions of Section 48-24-203 or Section 48-25-303 of the Tennessee Business Corporation Act, as amended, or Section 48-64-203 or Section 48-65-303 of the Tennessee Nonprofit Corporation Act, this application is submitted to the Office of the Secretary of State, State of Tennessee, for reinstatement:

1. The name of the corporation is **THE MILL AT LEBANON, LLC**

(Name change if applicable)

2. The effective date of its administrative dissolution/revocation is **February 20, 2004.**

3. The ground(s) for the administrative dissolution/revocation

☐ did not exist.

☒ has/have been eliminated. [NOTE: Please mark the applicable box.]

4. The corporation name as listed in number one (1) satisfies the requirements of Tennessee Code Annotated Section 48-14-101 or 48-54-101, as appropriate.

5. The corporation control number as assigned by the Secretary of State, if known, is **0389934.**

[NOTE (APPLIES TO FOR-PROFIT CORPORATIONS ONLY): Prior to this document being accepted for filing, the Division of Business Services will request tax clearance verification from the Tennessee Department of Revenue that the business has properly filed all reports and paid all required taxes and penalties. If we cannot obtain such tax clearance verification from the Department of Revenue, this document will be rejected and returned to the applicant.]

Date

4/21/04

THE MILL AT LEBANON, LLC

By:



Michael A. Echevarria, President

TN SOS Form SS-4439 (Rev. 5/99)

RDA 1678

Address New Owner:	Send Tax Bills to:	Map-Parcel Number:
The Mill at Lebanon, LLC 189 Jeri Drive Hendersonville, NV 89014	SAME	68D-K-25 and 68D-K-14
This instrument prepared by: Boulton, Cummings, Connors & Berry, PLC () P.O. Box 198062, Nashville, Tennessee 37219		

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, TENNESSEE WOOLEN MILLS, INC., a Tennessee corporation ("Grantor") has bargained and sold, and hereby transfers and conveys to THE MILL AT LEBANON, LLC, a Tennessee limited liability company ("Grantee"), its successors and assigns, certain land in Wilson County, Tennessee, being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title, and interest thereto belonging to Grantee, its successors and assigns, forever.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. Real estate taxes for the current year, which have been prorated between the parties and assumed by Grantee.
2. All permitted encumbrances, being more particularly described in Exhibit B attached hereto and incorporated herein by reference ("Permitted Encumbrances").

Grantor covenants with Grantee that the Property is free from all encumbrances made by Grantor, except as may be set forth herein.

Grantor further covenants to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons claiming by, through, or under Grantor.

Executed this 24 day of May, 2000.

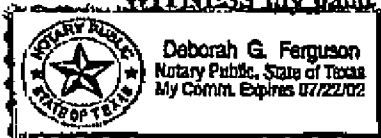
**TENNESSEE WOOLEN MILLS, INC., a
Tennessee corporation**

By: [Signature]
John F. Sterling
Its Vice President

STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public in and for the county and State aforesaid, personally appeared John F. Sterling, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Vice President of Tennessee Woolen Mills, Inc. and the within named Grantor and he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand and seal, at office in Dallas, Texas, this 24th day of May, 2000.



My Commission Expires:

7/22/02

[Signature]
Notary Public, State of Texas

Deborah G. Ferguson

Print name of Notary here

This is commercial property, known as 218 N. Maple Street, Lebanon, 'Wilson' County, Tennessee.

\\IDMA\PCDOCS\ATL\391713\1

AFFIDAVIT

STATE OF NEVADA

COUNTY OF CLARK

The actual consideration or value, whichever is greater, for this transfer is \$600,000.00.

Jesús Echeverría
Affiant

Subscribed and sworn to before me this 25 day of
May, 2000.



PATRICIA L. ANCONA
Notary Public - Nevada
My appt. exp. Mar. 8, 2004
No. 91-0844-1

Patricia L. Ancona
Notary Public
My Commission Expires: Mar 10, 2004

State of Tennessee, County of WILSON
Received for record the 31 day of
MAY 2000 at 10:47 AM. (RECS 78746)
Recorded in official records
Book 818 pages 2497-1502
State Tax \$ 2220.00 Clerks Fee \$ 1.00,
Recording \$ 26.00, Total \$ 2247.00,
Register of Deeds JOHN B SPICKARD
Deputy Register DARLA WHITT

EXHIBIT A

LEGAL DESCRIPTION

BK 818 PG 2500

BEING a parcel of land in the Tenth Civil District of Wilson County, City of Lebanon, Tennessee, located on the westerly margin of North Maple Street north of West Main Street and being more particularly described as follows:

BEGINNING at an iron pin in the west margin of North Maple Street at the northeast corner of herein described tract;

Thence, with the westerly margin of North Maple Street, S04 degrees 16'12"W, 353.60 feet to an iron pin;

Thence, continuing with said margin, S05 degrees 19'53"W, 269.86 feet to an iron pin;

Thence, leaving said margin with the north line of Timothy A. Edwards of record in Deed Book 457, page 665, R.O.W.C., N84 degrees 26'04"W, 222.71 feet to a 10" wood post;

Thence, S05 degrees 23'56"W, 38.00 feet to a point in the center of Sinking Creek;

Thence, with the center of said creek, N62 degrees 07'08"W, 173.22 feet to a point;

Thence, leaving said creek, S07 degrees 18'09"W, 31.00 feet to a iron pin in northerly margin of CSX Transportation Railroad;

Thence, with said margin and a curve concave to the south having a central angle of 15 degrees 06'28", a radius of 1004.93 feet and a chord of N44 degrees 57'42"W, 264.22 feet for an arc length of 264.98 feet to an iron pin;

Thence, S07 degrees 31'12"W, 28.94 feet to an iron pin;

Thence, with a curve concave to the south having a central angle of 08 degrees 47'00", a radius of 979.93 feet and a chord of N55 degrees 57'10"W, 150.07 feet for an arc length of 150.22 feet to an iron pin;

Thence, N60 degrees 26'47"W, 408.53 feet to an iron pin in the easterly margin of North Greenwood Street;

Thence, with said margin and a curve concave to the east having a central angle of 05 degrees 41'40", a radius of 542.96 feet and a chord of N09 degrees 11'07"E, 54.41 feet for an arc length of 54.44 feet to a point;

Thence, leaving said margin, S84 degrees 47'41"E, 26.05 feet to a point;

Thence, N05 degrees 00'53"E, 40.00 feet to an iron pin;

Thence, N84 degrees 40'26"W, 19.58 feet to an iron pin in the east margin of North Greenwood Street;

Thence, with a curve concave to the east having a central angle of 34 degrees 05'30", a radius of 542.96 feet and a chord of N33 degrees 22'56"E, 318.32 feet for an arc length of 323.07 feet to a point;

Thence, N50 degrees 24'50"E, 2.00 feet to an iron pin;

Thence, leaving said margin with the south line of a 12-foot alley, S82 degrees 55'10"E, 620.71 feet to an iron pin in the west line of BellSouth Mobility, Inc. of record in Deed Book 440, page 193, R.O.W.C.;

Thence, S09 degrees 17'27"W, 8.63 feet to an iron pin;

Thence, S82 degrees 49'05"E, 68.90 feet to an iron pin;

Thence, with Jerry B. Collis and wife, Robbie of record in Deed Book 458, page 25, R.O.W.C., and Larry Ferrell of record in Deed Book 449, page 505, R.O.W.C., S04 degrees 43'36"W, 107.33 feet to an iron pin;

Thence, with the south line Ferrell, S86 degrees 05'59"E, 235.03 feet to the point of beginning, containing 611,798 square feet or 14.05 acres, more or less.

==CDMA\PCDOCS\ATL\391530A1

EXHIBIT BPermitted Encumbrances

1. Taxes for the year 2000, a lien, which are not yet due and payable. Tax Parcel No. 68D-K-25 and 68D-K-14.
2. ALL matters shown on Plat recorded in Book 16, page 914.
3. Easement for the flow of Sinking Creek.
4. Rights of the Railroad under a Charter Right-of-Way.
5. Rights of the railroad company servicing the railroad siding located on the insured premises in and to the ties, rails and other properties constituting said railroad siding or in and to the use thereof.
6. Rights of ingress/egress as set forth on Plat recorded in Book 16, page 914.
7. Easement(s) for Right-of-Way to City of Lebanon, as set forth in instrument recorded in Deed Book 415, page 156.
8. Easement(s) for Right-of-Way to City of Lebanon, as set forth in instrument recorded in Deed Book 250, page 85.
9. Easement(s) for Right-of-Way to City of Lebanon, as set forth in instrument recorded in Deed Book 463, page 376.
10. Easement(s) for Passageway, as set forth in instrument recorded in Deed Book 112, page 169.
11. Any discrepancies, conflicts, encroachments, servitudes, shortages in area and boundaries set forth on ALTA/ACSM Site Improvement survey captioned Tennessee Woolen Mills, Inc., 218 North Maple Street, 10th Civil District, Lebanon, Wilson County, Tennessee" dated 04-03-00, by William C. Cockrill, Tenn. R.L.S. No. 1401.

2

CORBIS & FERRUM

ATTORNEYS & COUNSELLORS AT LAW

VIA US CERTIFIED MAIL & TAX
November 5, 2004

Michael Echevarria
The Mill
300 North Maple Street
Lebanon, TN 37087

Angel Louise Echevarria
12 Desert Highland Drive
Henderson, NV 89052

RE: Real Estate deal for The Mill At Lebanon and Jean Echevarria.

Dear Michael & Angel,

So far only one buyer has accepted to purchase the property for \$850,000 in "as is" condition. Because Michael has raised the issue that Jean Echevarria is not legally competent to take care of her own financial affairs, the issue is raised whether the contract signed by Jean is enforceable. As her attorney I have recently seen that her Alzheimer's condition has worsened. I recommend that you consult an attorney in Nevada regarding setting up a guardian or conservatorship for Jean - a recommendation I had made some time ago. It is possible that Jean's will or trust documents may provide for guidelines that deal with her mental or physical incapacity. I am not an expert in legal capacity, but I do see that she has significant memory problems.

Los Angeles
144 S. Palm Dr., First Floor, Beverly Hills, CA 90212

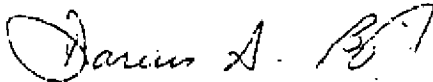
Washington, D.C.
Tel: (310) 622-8799

EXHIBIT "2"

Because Michael is the property manager and has a fiduciary duty to Jean, and because Angel has been acting as an intermediary for Jean, I ask both of you to consider the best possible path. Please call me before end of day on Monday November 8, 2004. I will have to inform the Buyer by that day unless one of you inform me that she has legal capacity or you have legal authority to decide for her.

Please contact your estate attorney to determine incapacity issues.

Sincerely,



Darius A. Baghai
Attorney at Law

Los Angeles
144 S. Palm Dr., First Floor, Beverly Hills, CA 90272

Washington, D.C.
Tel: (310) 622-8799

ORIGINAL

NOE
KIM BOYER, ESQ.
Nevada Bar # 5587
BOLICK BOYER & GOODSSELL
6060 West Elton, Suite A
Las Vegas, Nevada 89107
(702) 870-6060
Attorney for Petitioners

FILED

DEC 2 11 46 AM '04

Shirley A. Longman
CLERK

DISTRICT COURT
CLARK COUNTY, NEVADA

In the matter of the Guardianship of the
Estate of

Case No.: G 27262
Dept. No.: E

JEAN RUTH ECHEVARRIA,

An Adult.

NOTICE OF ENTRY OF ORDER

YOU WILL PLEASE TAKE NOTICE that an Ex Parte Order Appointing
Temporary Guardian and for Issuance of Temporary Letters of Guardianship, a copy of
which is attached hereto, was entered in the above-entitled matter on the 1st day of
December, 2004.

DATED this 1st day of December, 2004.

BOLICK BOYER & GOODSSELL

Kim Boyer
KIM BOYER
Nevada Bar #5587
6060 West Elton, Suite A
Las Vegas, Nevada 89107

RECEIVED

DEC 31 2 2004

COUNTY CLERK

CE100

CERTIFICATE OF MAILING

I hereby certify that I served a true and correct copy of the foregoing
Notice of Entry of Order on the 2nd day of December, 2004, by first-class mail, postage
prepaid, addressed to the following:

Jean Ruth Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Angel Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, California 90212

Ana Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Anthony Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Dated this 2nd day of December, 2004.

Vivie V. Bonacci
An Employee of BOLICK BOYER & GOODSELL

1 **ORDR**

2 **KIM BOYER, ESQ.**

3 **Nevada Bar # 5587**

4 **BOLICK BOYER & GOODSSELL**

5 **6060 West Elton, Suite A**

6 **Las Vegas, Nevada 89107**

7 **(702) 870-6060**

8 **Attorney for Petitioners**

FILED

DEC 1 2 34 PM '04

Shirley B. Rungius
CLERK

DISTRICT COURT

CLARK COUNTY, NEVADA

ESTATE

**Case No.: G-
Dept. No.: E**

**Date of Hearing:
Time of Hearing: 9:00 a.m.**

9 In the matter of the Guardianship of the
10 Estate of

11 **JEAN RUTH ECHEVARRIA,**

12 **An Adult.**

13
14
15 **EX PARTE ORDER APPOINTING TEMPORARY GUARDIAN
16 AND FOR ISSUANCE OF TEMPORARY LETTERS OF GUARDIANSHIP**

17 The Court having considered the verified Petition for Appointment of
18 Temporary Guardians, Petition for Appointment of General Guardians submitted by
19 MICHAEL A. ECHEVARRIA requesting appointment to act as Temporary Guardians of
20 the Estate of JEAN RUTH ECHEVARRIA, adult ward, and the Court having considered
21 the same and good cause appearing therefore;

22 IT IS HEREBY ORDERED that MICHAEL A. ECHEVARRIA and NEVADA
23 CARE MANAGEMENT, INC. be and are hereby appointed as the Temporary Guardians
24 of the Estate of JEAN RUTH ECHEVARRIA, an adult, and that Temporary Letters of
25 Guardianship be issued to MICHAEL A. ECHEVARRIA and NEVADA CARE
26 MANAGEMENT, INC. upon their taking the oath required by law, to serve with assets
27 blocked.
28
29
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31

ME

1 IT IS FURTHER ORDERED that the Temporary Guardian's have the
2 power to exercise the right of the Proposed Ward as the sole member and manager of
3 The Mill at Lebanon, LLC to deal with the pending sale of real property held in The Mill
4 at Lebanon, LLC.

5 IT IS FURTHER ORDERED that MICHAEL A. ECHEVARRIA and
6 NEVADA CARE MANAGEMENT, INC. are hereby given full access to any and all
7 medical records and information concerning the condition and historical treatment of the
8 Ward, which are or may be lodged with any persons, family members and friends, along
9 with any and all medical providers, care facilities, insurers and/or institutions.

10 IT IS FURTHER ORDERED that a hearing of this matter shall be held on
11 8 day of December, 2004 at the hour of 9:00 a.m., at Family Court, 601 N.
12 Pecos Road, Las Vegas, NV 89101-2417, at which time a determination shall be made
13 concerning the necessity to extend this temporary guardianship proceeding.

14 DATED this 1 day of December, 2004.

15
16
17
18
19 **ROBERT W. LUECK**
20 DISTRICT JUDGE *RL*

21 Respectfully submitted,

22
23 *Kim Boyer*
24 KIM BOYER, ESQ.
25 Nevada Bar #5587
26 BOLICK BOYER & GOODSSELL
27 6060 West Elton, Suite A
28 Las Vegas, Nevada 89107
29 Attorney for Petitioners
30
31

ORIGINAL

CERT
KIM BOYER, ESQ.
Nevada Bar #5587
BOLICK BOYER & GOODSSELL
6060 W. Elton Avenue, Suite A
Las Vegas, Nevada 89107
(702) 870-6060

FILED

DEC 3 12 11 PM '04

Lilly C. Rungius
CLERK

DISTRICT COURT

CLARK COUNTY, NEVADA

In the matter of the Guardianship of the
Person and Estate of

JEAN RUTH ECHEVARRIA,

An Adult.

Case No.: G27262

Dept. No.: E

Date of Hearing: 1/05/05

Time of Hearing: 9:00 a.m.

CERTIFICATE OF MAILING

I HEREBY CERTIFY that service of the Citation was made this 3rd day
of December, 2004, by depositing a copy of the same in the U.S. Mail, postage
prepaid, certified, return receipt requested, and regular mail addressed to:

Jean Ruth Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Angel Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st Floor
Beverly Hills, California 90212

Ana Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

Anthony Echevarria
12 Desert Highland Drive
Henderson, Nevada 89052

REC-29

DEC -30 2004

COUNTY CLERK

Catherine M. Kasper
An Employee of BOLICK BOYER & GOODSSELL

CE100

ORIGINAL

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FILED

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Shirley B. Ruyter
CLERK

OPP/PET
MARK A. SOLOMON, ESQ.
Nevada State Bar No. 0418
ELIZABETH BRICKFIELD, ESQ.
Nevada State Bar No. 6236
LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
(702) 383-8888
Attorneys for Angel Echevarria

DISTRICT COURT, FAMILY COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the) Case No. G 27262
) Dept. No. E
Estate of JEAN RUTH ECHEVARRIA,)
)
Adult Ward) Date of Hearing: December 8, 2004
) Time of Hearing: 9:00 a.m.
)
)

OPPOSITION TO APPOINTMENT OF MICHAEL A. ECHEVARRIA AND NEVADA CARE MANAGEMENT, INC. AS TEMPORARY GUARDIANS OF THE ESTATE OF JEAN RUTH ECHEVARRIA; PETITION FOR APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE PERSON OF JEAN RUTH ECHEVARRIA; OPPOSITION TO APPOINTMENT OF GUARDIAN OF THE ESTATE OR ALTERNATIVELY FOR THE APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE ESTATE

ANGEL ECHEVERRIA, the daughter of JEAN RUTH ECHEVARRIA and the person nominated by JEAN RUTH ECHEVARRIA to serve as Guardian of her person; the incumbent successor trustee of the Jean R. Echevarria Trust dated May 30, 2000; the person named by JEAN RUTH ECHEVARRIA as her agent for Asset Management under a Durable General Power of Attorney for Asset Management executed on May 30, 2000; and the person named by JEAN RUTH ECHEVARRIA as her agent for Health Care Decisions under a Durable Power of Attorney for Health Care Decisions executed on May 30, 2000, hereby opposes the Appointment of MICHAEL A. ECHEVARRIA and NEVADA CARE MANAGEMENT, INC. as temporary guardians of the

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 383-8888

CE64

1 Estate of JEAN RUTH ECHEVARRIA as follows:

2 1. JEAN RUTH ECHEVARRIA is an adult resident of Clark County, Nevada residing
3 at 12 Desert Highland Drive, Henderson, NV 89052.

4 2. ANGEL ECHEVARRIA is a resident of Nevada, residing at 12 Desert Highland
5 Drive, Henderson, NV 89052. She is over the age of 21 years, has never been convicted of a felony,
6 has never been judicially determined, by clear and convincing evidence, to have committed abuse,
7 neglect or exploitation of a child, spouse, parent or other adult, and hereby consents to serve as
8 Guardian, if this Court determines a guardian is necessary or appropriate.

9
10 3. On May 30, 2000, JEAN RUTH ECHEVARRIA created and funded the Jean R.
11 Echevarria Trust, dated May 30, 2000. That same date, Ms. Echevarria assigned all of her assets to
12 such Trust. A copy of the General Assignment is attached as Exhibit "1".

13
14 4. The Mills at Lebanon, LLC is a single member LLC created under Tennessee law.
15 On June 28, 2001, JEAN RUTH ECHEVARRIA, the single member of the LLC, transferred her
16 LLC interest to the Jean R. Echevarria Trust dated May 30, 2000. A copy of the Assignment and
17 Assumption of Membership Interest from Jean R. Echevarria to Jean R. Echevarria, Trustee of the
18 Jean R. Echevarria Trust dated May 30, 2000, is attached as Exhibit "2".

19
20 5. Angel Echevarria is the incumbent successor trustee of such trust. A copy of the
21 declination of Joseph Rami Martinez, dated November 30, 2004, declining his appointment as such
22 and Angel Echevarria's acceptance of such position is attached as Exhibit "3".

23 6. Angel Echevarria is the named Guardian of the Person for Jean Echevarria under her
24 last will and testament dated May 30, 2000. A copy of that Will is attached as Exhibit "4".

25
26 7. Angel Echevarria is the person named by JEAN RUTH ECHEVARRIA as her agent
27
28

1 for Asset Management under a Durable General Power of Attorney for Asset Management executed
2 on May 30, 2000. A copy of that Power of Attorney is attached as Exhibit "5".

3 8. Angel Echevarria is the person named by JEAN RUTH ECHEVARRIA as her agent
4 for Asset Management under a Durable General Power of Attorney for Health Care Decisions
5 executed on May 30, 2000. A copy of that Power of Attorney is attached as Exhibit "6".
6

7 9. No guardianship is necessary over the Estate of Jean R. Echevarria or her person.
8 Jean Ruth Echevarria put in place a detailed and extensive estate plan under the counsel and advice
9 of the law firm of Jeffrey L. Burr & Associates. That plan provided for the management of JEAN
10 RUTH ECHEVARRIA's affairs and her person, if she were to become incapacitated. Since the
11 membership interest in the Mill at Lebanon, LLC is held in the name of the Jean R. Echevarria Trust
12 dated May 30, 2000, and the powers vested in ANGEL ECHEVARRIA as successor trustee and as
13 her mother's agent are extensive and sufficient to act on her mother's behalf with regard to the Mill
14 at Lebanon, LLC and all her mother's assets, Angel Echevarria contends there is no reason to name
15 anyone as her mother's guardian.
16

17 10. Alternatively, if this Court determines that a temporary or general guardian is
18 necessary for Jean R. Echevarria, Angel is the person her mother selected to serve as her guardian.
19 Angel has been caring for and living with her mother for the past three years.
20

21 11. MICHAEL ECHEVARRIA has been less than candid in his assertions to this Court.
22 This guardianship proceeding was not instituted in a vacuum or from any sudden concern for JEAN.
23 It is simply MICHAEL's race to the Courthouse to obtain the fiduciary authority his mother did not
24 give him.
25

26 12. JEAN R. ECHEVARRIA's accountant, Mark Asheghian, CPA of Los Angeles
27
28

1 County, California has diligently sought an accounting from MICHAEL for his management of the
2 LLC, its income and the substantial funds which JEAN has poured into the LLC over the past few
3 years. MICHAEL has failed to provide detailed information. The accountant is working to complete
4 his analysis of JEAN's contributions to the LLC and the use of her funds, as detailed in Mr.
5 Asheghian's declaration, attached as Exhibit "7".
6

7 13. For the past year, ANGEL, MICHAEL, and JEAN's lawyers have been in discussions
8 about the necessity to sell the Mills of Lebanon, LLC property. MICHAEL has resisted the sale and
9 delayed its progress. As detailed in the December 6, 2004, letter from the Bank of Tennessee,
10 attached as Exhibit "8", foreclosure is imminent. The sale needs to be immediately consummated
11 and the funds paid to the Jean R. Echevarria Trust, so that JEAN's needs can be met and her bills
12 paid.
13

14 14. ANGEL categorically and explicitly denies any allegation that she "burnt through her
15 mother's accounts". To the contrary. JEAN's funds have been poured into the Mill at Lebanon, LLC.
16 ANGEL has met and continues to meet her fiduciary obligations to her mother. She contends that
17 it is MICHAEL who has breached his obligations to JEAN.
18

19 15. As detailed in Darius Baghai, Esq.'s Declaration attached as Exhibit "9", JEAN is
20 a tenant in common in certain California commercial property, which she co-owns with her ex-
21 husband, Angel M. Echevarria and which is currently involved in litigation. Jean and Mr. Echevarria
22 are represented in that litigation by Mr. Baghai. Funds from the sale of the Lebanon LLC property
23 are necessary to support Jean and to finance Jean's portion of the fees and costs of the litigation.
24 Because the litigation concerns Jean's largest and primary asset, her interest in this valuable
25 commercial property, it is vital that the litigation continues. As detailed in the Declaration of Darius
26
27
28

1 Baghai, Esq., ANGEL has served as JEAN's agent in this litigation, and her role needs to continue.

2 16. Attached is the Declaration of Angel M. Echevarria, JEAN's former husband, stating
3 his reasons why MICHAEL is not the appropriate guardian or fiduciary for his mother. Mr.
4 Echevarria fired his son as the COO of his business, SOMMA, a California corporation, because of
5 his determination that MICHAEL misappropriated funds from the business and mismanaged the
6 business. Father and son have not spoken since that time. For these reasons alone, MICHAEL is
7 not the appropriate choice to serve as his mother's fiduciary or control any access to her funds or the
8 assets of her estate. In particular, it is critical that MICHAEL be kept from any decision making role
9 in the California litigation.
10

11 17. This Petition is not being brought as a result of an investigation pursuant to NRS
12 Chapter 432.
13

14 18. The names and addresses of the Persons entitled to Notice of these proceedings, so
15 far as they are known to ANGEL ECHEVARRIA are:

16 Jean R. Echevarria
17 12 Desert Highland Drive
18 Henderson, NV 89052

19 Darius A. Baghai, Esq.
20 144 S. Palm Drive, 1st floor
21 Beverly Hills, CA 90212
22 Jean R. Echevarria's counsel

23 Robert Steven Echevarria
24 Address Unknown

25 Ana Echevarria
26 Anthony Echevarria
27 c/o Angel Echevarria
28 12 Desert Highland Drive
Henderson, NV 89052

Amanda Echevarria
Address Unknown

1 Theresa Lynn Echevarria
2 Address Unknown

3 Michael Echevarria
4 Address Unknown

5 MICHAEL A. ECHEVARRIA
6 NEVADA CASE MANAGEMENT, INC.
7 c/o Kim Boyer, Esq.
8 Bolick Boyer & Goodsell
9 6060 West Elton, Suite A
10 Las Vegas, NV 89107

11 Whereas ANGEL ECHEVARRIA prays:

- 12 1. That this Court dismiss these Guardianship proceedings; or alternatively,
13 2. That this Court appoint ANGEL ECHEVARRIA as temporary and general guardian
14 of the Person and Estate of JEAN R. ECHEVARRIA;
15 3. That this Court cause the issuance of a Citation for the appointment of ANGEL
16 ECHEVARRIA as guardian; and
17 4. For other and such relief that this Court deems appropriate.

18 Dated this 7 day of December, 2004.

19 LIONEL SAWYER & COLLINS

20 By 4 M

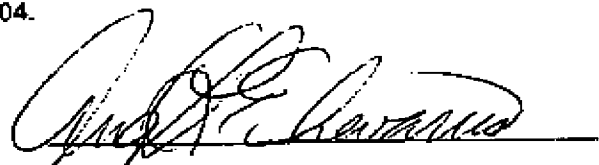
21 MARK A. SOLOMON, ESQ.
22 Nevada State Bar No. 0418
23 ELIZABETH BRICKFIELD, ESQ.
24 Nevada State Bar No. 6236
25 300 South Fourth Street
26 Las Vegas, Nevada 89101
27 Attorneys for Angel Echevarria
28

VERIFICATION AND CONSENT

ANGEL ECHEVARRIA, whose address is 12 Desert Highlands Drive, Henderson, NV 89052 declares under penalties of perjury of the State of Nevada:

That she is the Petitioner who makes the foregoing OPPOSITION TO APPOINTMENT OF MICHAELA ECHEVARRIA AND NEVADA CARE MANAGEMENT, INC. AS TEMPORARY GUARDIANS OF THE ESTATE OF JEAN RUTH ECHEVARRIA; PETITION FOR APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE PERSON OF JEAN RUTH ECHEVARRIA; OPPOSITION TO APPOINTMENT OF GUARDIAN OF THE ESTATE OR ALTERNATIVELY FOR THE APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE ESTATE; that she has read said petition and knows the contents thereof, and that the same is true of her own knowledge except for those matters stated on information and belief, and that as to such matters she believes it to be true and that she hereby consents to serve as Guardian.

DATED this 7 day of December, 2004.



ANGEL ECHEVARRIA

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
100 BANK OF AMERICA PLAZA
100 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 383-8888

7

**DECLARATION OF ANGEL M. ECHEVARRIA IN OPPOSITION TO THE
APPOINTMENT OF MICHAEL A. ECHEVARRIA AND NEVADA CARE
MANAGEMENT AS TEMPORARY AND GENERAL GUARDIAN OF THE ESTATE
OF JEAN RUTH ECHEVARRIA**

Angel M. Echevarria declares under penalties of perjury of the State of Nevada as follows:

1. I am Angel M. Echevarria. I am the former husband of Jean Ruth Echevarria. I am the father of Angel Echevarria, Michael A. Echevarria and Robert Echevarria. I am the tenant in common with Jean Echevarria in certain commercial real property located in Los Angeles, California. I make this Declaration in support of my Opposition to the Appointment of Michael A. Echevarria and Nevada Care Management as Temporary and General Guardian of the Estate of Jean R. Echevarria, presently pending in the Eighth Judicial District Court, Guardianship Court as Case No. G27262 and in support of Angel M. Echevarria's Counter petition to be appointed as Guardian of the Person and Estate of Angel M. Echevarria, if this Court determines such an appointment is necessary. I am competent to testify to the facts as stated herein and would do so if requested.

2. I oppose the appointment of Michael Echevarria because I know him to mismanage and misappropriate funds, including the funds of my former corporation, Angel M. Echevarria Co, Inc. dba Somma Mattress Corporation. That corporation is defunct and it is so because of Michael Echevarria's actions.

3. I do not make these statements lightly or without full documentation. I employed Michael as the COO of Somma Corporation for more than twenty-five years. Somma Mattress Corporation was a mattress manufacturer. Michael relocated the business to Tennessee. Because he was my son and I trusted him, I overlooked certain flaws and reports I heard about his actions.

4. However, our financing was dependent upon the sale of our receivable to banks who advanced us a line of credit against the sale of our receivables. In the manufacturing business, these Factors, as they are called, provide the financing to allow us to manufacture and deliver our goods

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5 COLLINS
ATTORNEY AT LAW
20 BANK OF AMERICA PLAZA
20 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 223-8880

1 before we have been paid by our customers. A manufacturer's ability to remain in business is
2 dependent upon our ability to get financing.
3

4 5. I was notified by one bank that when they audited our inventory, Michael grossly
8 overstated the inventory.

6 6. I learned from other employees, our customers and suppliers, that Michael
7 mismanaged our funds. I concluded that Michael was misappropriating our funds.
8

9 7. I fired Michael. The company collapsed as a result of his actions.

10 8. I have not spoken with Michael since that time.

11 9 JEAN and I are Plaintiffs in certain litigation relating to our Los Angeles property.
12 We have an accountant and counsel. This litigation is vital if we are to hold the full value of these
13 assets.
14

15 10. Michael and I could not work together in this litigation. For one reason, he is a thief
16 and I do not trust him. I believe he has no concern other than to destroy me and he will stop at
17 nothing to do so.

18 11. I would be able to supply documentation of this Declaration to this Court in camera.
19 However, I do not wish to disclose my financial affairs or Jean's to Michael. Suffice to say, our
20 accountant has concluded that Michael has mismanaged his Mother's Tennessee property.
21

22
23 ///

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25 ///

26 ///

27 ///

28

LIONEL SAWYER
A COLLINS
ATTORNEYS AT LAW
708 BANK OF AMERICA PLAZA
300 SOUTH FOUNTAIN ST.
LOS ANGELES
CALIFORNIA 90011
(702) 283-2888

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13. I declare under perjury of the laws of the State of Nevada that the foregoing is true
and correct.

Dated this 7th day of December, 2004.


ANGEL M. ECHEVARRIA

LIONEL GARTER
S. COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 393-8880

EXHIBIT "1"

ASSIGNMENT OF ASSETS

JEAN R. ECHEVARRIA, Trustor, hereby grants, transfers, assigns and delivers to JEAN R. ECHEVARRIA, Trustee of the JEAN R. ECHEVARRIA TRUST dated May 30, 2000, the following assets:

All jewelry, pictures, books, silverplate, linen, china, coin collections, glassware, objects of art, clothing, household furniture and furnishings, personal automobiles, motor homes, mobile homes, boats and other tangible articles of personal property, together with any insurance on such property, as well as insurance on any other assets owned by the trust;

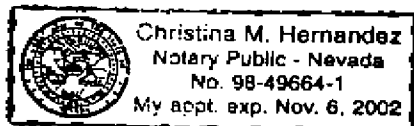
Promissory notes, amounts owing to trustor, stocks, bonds, securities, interest in general or limited partnerships, contents of safe deposit boxes, claims under pending lawsuits, and other choses in action; and any other assets held by trustor which otherwise would be subject to probate.

These assets, together with any other property which may become subject to this trust, including assets which require formal documents of transfer, shall constitute the trust estate of this trust and shall be held, administered and distributed by the trustee as provided in this trust. Trustor requests that any person dealing with the trustee recognize this assignment without any further documentation.


JEAN R. ECHEVARRIA

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On May 30, 2000, personally appeared before me, a Notary Public in and for said County of Clark, State of Nevada, JEAN R. ECHEVARRIA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



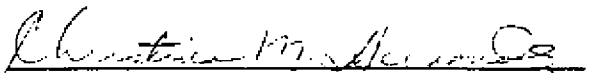

NOTARY PUBLIC

EXHIBIT "2"

**ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST
FROM
JEAN R. ECHEVARRIA
TO
JEAN R. ECHEVARRIA, TRUSTEE OF THE
JEAN R. ECHEVARRIA TRUST, DATED NOVEMBER 14, 1997**

THIS ASSIGNMENT, dated this 28 of June, 2001, is made and entered into by and between JEAN R. ECHEVARRIA ("Assignor") and JEAN R. ECHEVARRIA, Trustee of the JEAN R. ECHEVARRIA TRUST, dated November 14, 1997, ("Assignee"), with reference to the following facts:

WHEREAS, Assignor owns One Hundred Percent (100%) Membership Interest in THE MILL AT LEBANON, LLC ("LLC") which was formed pursuant to the Articles of Organization, dated May 24, 2000 (the "Articles"); and

WHEREAS, Assignor desires to assign for good and valuable consideration, all of her right, title, duties, obligations, and interest in and to a One Hundred Percent (100%) Membership Interest in the LLC to Assignee;

NOW, THEREFORE, in view of the foregoing facts Assignor assigns, transfers and conveys the Membership Interest to Assignee, and Assignee accepts all rights, title, duties, obligations and interest in and to the Interest.

This Assignment is made upon the following terms, covenants and conditions:

1. It is the intent of Assignor and Assignee that Assignee succeed to the Membership Interest as a Substituted Member, as such is defined in the Operating Agreement.
2. By its acceptance of the Membership Interest, Assignee hereby accepts, and agrees to be bound by, all of the terms and provisions of the Articles and Operating Agreement.
3. Assignor hereby warrants and represents for the reliance and benefit of Assignee and the Limited Liability Company, that Assignor is the owner of the Interest, and that Assignor has not previously sold, assigned, transferred, or encumbered the Membership Interest.

- 1 -

Jeffrey L. Durr & Associates
Attorneys at Law

4. The parties hereto represent and warrant for the reliance and benefit of the Limited Liability Company that this Assignment is made in accordance with all applicable laws and regulations and that Assignee meets all applicable investor suitability standards.

5. The parties hereto agree to execute and deliver such additional documents as may be necessary or appropriate to effectuate the provisions of the Articles and to consummate the assignment contemplated herein according to the terms and conditions hereof.

ASSIGNOR:


JEAN R. ECHEVARRIA

ASSIGNEE:


JEAN R. ECHEVARRIA, Trustee

CONSENT OF MEMBER

By executing this document, the Member of the Limited Liability Company expressly consent to the assignment of the Membership Interest from Assignor to Assignee, approve the form and content of this document, and acknowledge that Assignee is (as to the Interest) a substituted Member.


JEAN R. ECHEVARRIA

- 2 -

Jeffrey L. Burr & Associates
Attorneys at Law

EXHIBIT "3"

Prepared By:
Jeffrey L. Burr & Associates
4455 S. Pecos
Las Vegas, Nevada 89121

When Recorded, Mail to:
Jeffrey L. Burr & Associates
4455 S. Pecos
Las Vegas, Nevada 89121

AFFIDAVIT OF SUCCESSOR TRUSTEE

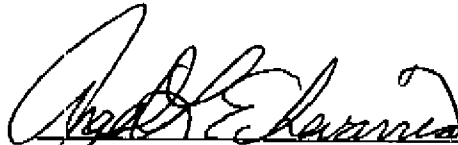
STATE OF NEVADA)
) SS:
COUNTY OF CLARK)

ANGEL L. ECHEVARRIA, being first duly sworn, deposes and says as follows:

1. That JEAN R. ECHEVARRIA created the "JEAN R. ECHEVARRIA TRUST" dated May 30, 2000, and amended on June 14, 2001, wherein JEAN R. ECHEVARRIA was designated as the original Trustor of the trust.
2. That on November 11, 2004, JEAN R. ECHEVARRIA was deemed legally incapacitated by two licensed physicians. Copies of the Physician's certifications of incapacity are attached hereto as Exhibits "1" and "2".
3. That JOSEPH "RENT" MARTINEZ. is named in the trust instrument to act as the Successor Trustee of the Trust. JOSEPH "RENT" MARTINEZ has declined to serve as Successor Trustee, and has signed a Declination which is attached hereto as Exhibit "3".
4. That ANGEL L. ECHEVARRIA hereby files this Affidavit and accepts the office of the Successor Trustee of the "JEAN R. ECHEVARRIA TRUST" dated May 30, 2000.


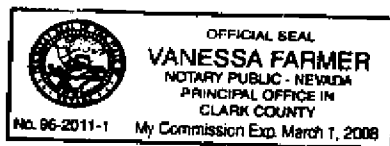
5. No real property was conveyed to the "JEAN R. ECHEVARRIA TRUST" dated May 30, 2000.

Dated: 11-30-04



ANGEL L. ECHEVARRIA, Successor Trustee

SUBSCRIBED and SWORN to before me
this 30 day of November, 2004.


NOTARY PUBLIC

DECLINATION OF SUCCESSOR TRUSTEE

The undersigned, having been designated to serve as a Successor Trustee of the "JEAN R. ECHEVARRIA TRUST" dated May 30, 2000, hereby declines to serve as a Successor Trustee of the "JEAN R. ECHEVARRIA TRUST ", dated May 30, 2000.

DATED: November 28, 2004


JOSEPH "BENT" MARTINEZ
ANTONIO

NEVADA NEUROLOGICAL CONSULTANTS, LTD.

880 Seven Hills Drive, Suite 200

Henderson, NV 89052

(702) 731-9110

November 11, 2004

RE: PATIENT: ECHEVARRIA, JEAN

To Whom It May Concern:

Jean Echevarria is my patient. She has dementia. I have not seen her in some time but at today's visit it was apparent that Jean's condition is worsening. She has dementia, and she may have Alzheimer's disease. Her Mini-mental status exam shows some worsening. At today's visit, her score is 24 out of 30. At the present time, given her worsening memory and cognition I have suggested to Jean and her family that she have someone appointed to handle her personal affairs with respect to power of attorney. She clearly needs someone to assist her in handling her affairs. As I understand it, she has fairly complex financial affairs. I do not believe with her memory as impaired as it is that she can reliably handle any complex financial issues. Someone is going to need to take over the management of her financial affairs, and I would advocate that someone be appointed to handle her interests. Should there be further questions, please contact me.

Sincerely,



Steven A. Glyman, M.D.

SAG/cfb

#12046

Lawrence M. Allen, M.D.
Edward C. Barrera, M.D.
Debra Baylor, M.D.
Victor J. Bonuel, M.D.
Dina S. Burke, M.D.
Howard Coker, M.D.
Michelle Conger, D.O.
Joseph A. DeBellis, M.D.

Diagnostic Center of Medicine

Daryl G. Ficklin, D.
Jennifer Leopold, M.
Carolyn J. McKelvie, M.
Russell N. Neibaur, M.
Charles V. Ritters, M.
William J. Schofield, Jr., M.
Ashish Sharma, M.
Mervyn D. Willard, M.

November 17, 2004

To Whom It May Concern:

RE: JEAN ECHEVARRIA

The patient is a 76-year-old white female, with a diagnosis of Alzheimer's dementia. She has been followed by neurology who has been prescribing her medications for dementia.

Unfortunately, over the past several months, her mental status has been in the decline, and she is being constantly monitored by her relatives. It would seem prudent at this time that a guardian be assigned to this patient to help make medical and financial decisions.

Sincerely,



Daryl Ficklin, D.O.

DF/cfb

GOLDENROD
Goldring Medical Plaza
2010 Goldring Ave., Ste. 100
Las Vegas, Nevada 89108
(702) 398-0840

GREEN VALLEY
861 Coronado Center Drive
Suite 100
Henderson, Nevada 89052
(702) 484-1322

SPRING VALLEY
5380 S. Rainbow Blvd.
Suite 120
Las Vegas, Nevada 89118
(702) 233-3444

ADMINISTRATIVE OFFICE
1640 Alta Drive
Suite 2
Las Vegas, Nevada 89108
(702) 598-2080

EXHIBIT "4"

Last Will and Testament

OF

JEAN R. ECHEVARRIA

I, JEAN R. ECHEVARRIA, domiciled in and a resident of Clark County, Nevada, declare this to be my Will, and I revoke all other Wills made by me.

I

DEBTS, FUNERAL EXPENSES AND BURIAL INSTRUCTIONS. I direct that all debts which may be legally due and owing at the time of my death, excepting those properly secured and those under installment contracts not yet due and payable, and all expenses of my last illness and burial, and all costs and expenses in connection with the administration and distribution of my Estate, be paid before any distribution after my death.

II

MY HEIRS. I am not married. I have Three (3) now living children whose names are MICHAEL A. ECHEVARRIA, ROBERT S. ECHEVARRIA, and ANGEL L. ECHEVARRIA, and they shall hereinafter be referred to as "my children."

III

DISTRIBUTION OF ESTATE. I confirm that any Pay on Death Account, Totten Trust Account or Joint Tenancy Account shall, on my death, be paid to the beneficiary as named in that account.

All of the rest of my Estate wheresoever located, I give, devise and bequeath to the Trustee of the "JEAN R. ECHEVARRIA TRUST" executed earlier on May 30, 2000, to be held in Trust on the terms and conditions set forth therein.

If the above disposition is inoperative in whole or in part, whether because the trust has been revoked, or for any other reason, I leave my probate estate to the persons named, and in the manner provided, in the "JEAN R. ECHEVARRIA TRUST" as it existed immediately prior to its revocation, or if it has not been revoked, as it existed immediately prior to my death.

Jeffrey L. Burr & Associates
Attorneys at Law

1


TESTATRIX INITIALS

IV

PROVISION FOR OTHERS. Except as otherwise provided herein, I have intentionally and with full knowledge omitted to provide for my heirs, including any person or persons who may hereafter become my heir or heirs.

V

NO CONTEST CLAUSE. If any beneficiary under this Will, in any manner, directly or indirectly, contests or attacks this Will or any of its provisions, any share or interest in my Estate given to that contesting beneficiary under this Will is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary had predeceased me.

VI

APPOINTMENT OF EXECUTOR. I name JOSEPH "RENI" MARTINEZ to serve as Executor of my Will, to serve without bond or other security being required of him. If he were to become deceased, unable or unwilling to serve as Executor of my Will, ANGEL L. ECHEVARRIA shall serve as Successor Executor of my Will, to serve without bond or other security being required of her.

VII

SPECIAL INSTRUCTIONS AND POWERS OF MY EXECUTOR. Except as otherwise specifically provided, my Executor shall have all powers now or hereafter conferred by applicable State law, and also all powers appropriate to the orderly and effective administration of the Estate. In addition, the Executor shall have the following powers and discretion, in each case to be exercisable without Court order:

- A. To sell (for cash or on credit), exchange, purchase and retain assets, to improve, alter, lease (even extending beyond the period of administration), partition and otherwise deal with and manage property, and to invest and reinvest in preferred or common stock, bonds, mortgages, investment company shares, money market and mutual (including index) funds, common trust funds maintained by the fiduciary, and any other property, real or personal, foreign or domestic.
- B. To receive additional property from any source, and to acquire or hold properties jointly or in undivided interests with other persons or entities, including beneficiaries of this Will and the Estates of and Trusts established by any of these beneficiaries; and properties may be purchased from, sold to or exchanged with, and funds may be borrowed from or loaned to, any such beneficiaries, Trusts and

Estates on fair and equitable terms appropriate to the Executor's fiduciary responsibilities.

- C. To enter, continue or participate in the operation of any business or other enterprise, including as a sole proprietor, as a general or limited partner or as a shareholder, and to incorporate, liquidate, reorganize or otherwise change the form or terminate the operation of the business or enterprise, and to contribute capital or loan money to the business or enterprise.
- D. To acquire, exercise, grant or dispose of options, puts, calls, privileges or rights with respect to securities and other property including but not limited to rights to vote, grant proxies, subscribe, convert or assent to or participate in compromises, releases, renewals or extensions, modifications, reorganizations, recapitalization, consolidations, liquidations and the like, and to abandon or otherwise deal with any property or interests in any manner deemed to be in the best interests of the Estate.
- E. To borrow funds, guarantee or indemnify in the name of the Estate and to secure any such obligation by mortgage pledge or other encumbrance or security interest, including for a term extending beyond the period of administration, and to renew, extend or modify any such obligation; such obligations may be entered into without personal liability of the Executor and lenders shall have no duty to see to the application of the proceeds.
- F. Enter into a lease, pooling or other arrangement for exploration, conservation, development, and removal of minerals and other natural resources.
- G. To prosecute, defend, contest, or otherwise litigate legal actions or other proceedings for the protection or benefit of the Estate; to pay, compromise, release, adjust or submit to arbitration any debt, claim or controversy; and to insure the Estate against any risk, and the Executor against liability with respect to third persons.
- H. To employ and compensate (from the Estate) accountants, lawyers, investment and tax advisors, agents and others to aid or assist in the management, administration and protection of the Estate.
- I. To hold property in the name of a nominee, or unregistered or without disclosure of fiduciary capacity, or in a manner that will allow title to pass by delivery or will otherwise facilitate proper administration.
- J. To account for and allocate receipts or expenditures to income or principal and to establish reserves out of income, all as provided by law, or in the fiduciary's reasonable discretion to the extent the law is unclear.

- K. To make divisions, allocations or distributions in cash or in kind, including in undivided interests, by prorate and nonprorate division, or in any combination of these ways (with no obligation to take account of the tax basis of the assets) in the discretion of the Executor.

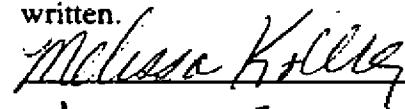
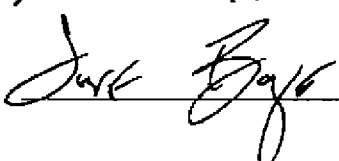
VIII

NOMINATION OF GUARDIAN. If at any time it becomes necessary to appoint a guardian of my person, I hereby nominate ANGEL L. ECHEVARRIA as such guardian. If for any reason it becomes necessary to appoint a substitute guardian, then I nominate AMANDA ECHEVARRIA and ROBERT S. ECHEVARRIA as substitute guardians. My guardian shall serve in such capacity without bond, or, if a bond be required, I request that such bond be set as low as possible. I hereby revoke all prior guardianship nominations that I have made.

IN WITNESS WHEREOF, I have hereunto set my hand May 30, 2000.


JEAN R. ECHEVARRIA

The foregoing instrument, consisting of Five (5) typewritten pages, including this page and the following page, was on the date last above written by JEAN R. ECHEVARRIA the above named Testatrix, signed, sealed, published and declared to be her Last Will and Testament, in the presence of us, who thereupon, at her request and in her presence and in the presence of each other, subscribed our names as witnesses thereto the day and year last above written.

 Residing at 726 WOLF POINT STREET
HENDERSON, NV 89015
 Residing at 1704 CLOUD TERRACE
HENDERSON, NV 89014

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

Then and there personally appeared the within-named MELISSA KOLBER and Julie Boyd, who being duly sworn, depose and say: That they witnessed the execution of the within Will of the within-named Testatrix; that the Testatrix subscribed the Will

Jeffrey L. Burr & Associates
Attorneys at Law


TESTATRIX INITIALS

and declared the same to be her Last Will and Testament in their presence; that they thereafter subscribed the same as witnesses in the presence of the Testatrix, and in the presence of each other and at the request of the Testatrix; that the Testatrix at the time of the execution of the Will appeared to them to be of full age and of sound mind and memory and that they make this Affidavit at the request of the Testatrix in the County of Clark, State of Nevada.

William Kelley
Jurk Brys

Subscribed and sworn to before
me May 30, 2000.

Christina M. Hernandez
NOTARY PUBLIC

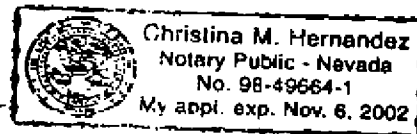


EXHIBIT "5"

**DURABLE GENERAL POWER OF ATTORNEY
FOR ASSET MANAGEMENT**

ARTICLE I

MISCELLANEOUS

1.1 **THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY THE
SUBSEQUENT INCAPACITY OF THE PRINCIPAL.**

1.2 **EFFECTIVE DATE OF THIS POWER**

The effective date of this Power of Attorney is May 30, 2000.

1.3 **PRINCIPAL**

JEAN R. ECHEVARRIA is the principal of this Durable General Power of Attorney for Asset Management.

1.4 **APPOINTMENT OF ATTORNEY IN FACT FOR ASSET MANAGEMENT**

I appoint the following persons in the order named, to serve as my attorney in fact.

First Appointment: ANGEL L. ECHEVARRIA

Second Appointment: JOSEPH "RENI" MARTINEZ

1.5 **ORDER OF APPOINTMENT**

ANGEL L. ECHEVARRIA shall serve as my attorney in fact first. If she fails to qualify, ceases to act, or becomes mentally or physically incapacitated as certified by a board certified physician, the successor appointee shall serve as named above.

ARTICLE II

DELEGATED POWERS FOR ASSET MANAGEMENT

2.1 The appointed attorney in fact shall have the following named powers:

(a) **Power To Manage Real Property.** With respect to real property: (including but not limited to any real property I may hereafter acquire or receive and my personal residence) to lease, sublease, release; to eject, remove and relieve tenants or other persons from, and recover possession of by all lawful means; to accept real property as a gift or as security for a loan; to collect, sue for, receive and receipt for rents and profits and to conserve, invest or utilize any and all of such rents, profits and receipts for the purposes described in this

Jeffrey L. Burr & Associates
Attorneys at Law

paragraph; to do any act of management and conservation, to pay, compromise, or to contest tax assessments and to apply for refunds in connection therewith; to employ laborers; to subdivide, develop, dedicate to public use without consideration, and/or dedicate easements over; to maintain, protect, repair, preserve, insure, build upon, demolish, alter or improve all or any part thereof; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real property from a lien; to sell and to buy real property; to mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by you.

(b) Power Over Bank Accounts. To establish accounts for me of all kinds, including, but not limited to, checking, savings, or certificates of deposit with financial institutions of any kind, including but not limited to banks and thrift institutions; to modify, terminate, make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am an authorized signatory (except accounts held by me in a fiduciary capacity), whether or not any such account was established by me or for me by you, to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; to contract for any services rendered by any bank or financial institution.

(c) Power Over Stocks and Bonds. To invest assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such exchanges, to buy and sell listed securities options, individually and in combination, employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of accounts in which such option transactions will be effected.

(d) Collect And Recover Assets. To demand, sue for, and collect all such sums of money, debts, dues, accounts, legacies, bequests, interest, dividends, annuities and demands that are now or may later become due or payable to me, including any benefits payable by any governmental body or agency, and to compromise claims for such assets and grant discharges for such assets in my name.

(e) Disclaim Interests. To disclaim any gift, insurance proceeds, inheritance, bequest or right of succession, with or without consideration.

(f) Deal With Trusts. To transfer any real or personal property in which I have an interest to any Trust that I have created alone or with another, and to exercise (in whole or in part), release, or let lapse any power I may have under

any trust whether or not created by me, including any power of appointment, amendment, revocation or withdrawal.

(g) Represent Me In All Tax Matters. To prepare, sign, and file federal, state, or local, income, gift, other tax returns of all kinds, FICA returns, payroll tax returns, claims for refunds, requests for extension of time, petitions to the tax court or other courts regarding tax matters, and any and all other tax related documents, including, without limitation, receipts, offers, waivers, consents, closing agreements and any power of attorney form required by the Internal Revenue Service or any State taxing authority; to pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies; to exercise any elections I may have under federal, state, or local tax law; and generally to represent me in all tax matters and proceedings of all kinds.

(h) Enter, Establish, Close, Or Maintain Safe Deposit Boxes. To enter, establish, close, maintain, and have access to any safe deposit box held in my name alone or jointly with another person whether or not the institution renting such box has its own form of power of attorney for such purposes and to remove all or any of the contents of such box.

(i) Deal With Retirement Plans. To select various payment options under any retirement plan in which I participate, including plans for self-employed individuals and individual retirement accounts, make voluntary contributions to such plans, make so-called "roll-overs" of plan benefits into other retirement plans, borrow from such plans if authorized by the plan, sell assets to or purchase assets from the plan if authorized by the plan, and make withdrawals from the plan for my benefit.

(j) Litigate. To prosecute, defend, compromise, or arbitrate any claims on my behalf in any local, state, or federal court or administrative body and to settle, appeal, or dismiss such actions.

(k) Miscellaneous Powers. To open, read, respond to, and redirect my mail; cancel or continue and use any of my charge accounts and credit cards; cancel or continue any of my club, church or other organization memberships, and to continue any payments or contributions incidental to such memberships; take custody of all my important documents, including but not limited to, my Will, trust agreements, deeds, leases, life insurance policies, contracts, and securities; to enter into oral or written agreements on my behalf; to support and maintain any animals I may own; to continue to pay any installment obligations I may incur; to exercise stock voting rights, either in person or by the granting of a proxy, with or without the power of substitution, either discretionary, general or otherwise; to exercise or sell any option, conversion, or similar right; to execute, acknowledge, and deliver any agreement, stock power, deed, leases and assignments of leases, assignments of accounts receivable, and notices of the

expected assignments of such accounts and cancellation of such notices, covenants, indentures, mortgages, deeds of trust and reconveyances thereunder, bills, bonds, notes, receipts, evidences of debt, releases and satisfaction of mortgage, judgments, and other debts, or any other documents for the accomplishment of, or relating to, any acts authorized by this document; and to perform all, any, and every act required to be done as fully as I could do if personally present and able to act.

(l) Deal With Governmental Agencies. To make applications for, receive and administer any of the following benefits, if applicable: Social Security, Medicare, Medicaid, Supplement Security Income, Social Security Disability Insurance, In-Home Support Services, and any other government sponsored programs for the elderly. To use various government resources and community support services available to the elderly, i.e., Federal Older Americans Act, Nursing Home Ombudsman, "Senior Day Care" programs, and senior centers.

(m) Explore And Implement Medicaid Planning Strategies And Options. To plan and accomplish asset preservation in the event I need long-term health or nursing care. Such planning shall include, but is not necessarily limited to, the authority to: (1) make home improvements and additions to my family residence; (2) pay off partly or in full the encumbrance, if any, on my family residence; (3) purchase a family residence, if I do not own a family residence; (4) purchase a more expensive family residence; (5) transfer the family residence to the spouse who does not need long-term health or nursing care; (6) divide community property assets equally between us or; (7) make gifts of assets for estate planning purposes.

(n) Power to Make Gifts. If I am ever legally incompetent, my attorney in fact is authorized to make gifts or continue any gift program I previously commenced, to make use of the federal gift tax annual exclusion.

ARTICLE III

INCIDENTAL POWERS

3.1 In connection with the exercise of any of the powers described, the appointed attorney in fact is authorized and empowered to perform any other act necessary or incidental to the exercise of such powers with the same validity and effect as if I were personally present, competent and personally exercised the powers myself.

ARTICLE IV
AFTER-ACQUIRED PROPERTY

4.1 All powers described in this document are exercisable equally with respect to any benefits or assets existing at the time of the giving of the power of attorney or thereafter acquired, whether acquired in this state or elsewhere.

ARTICLE V
THIRD PARTY RELIANCE

5.1 For the purpose of inducing any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party to act in accordance with the powers granted in this document, I hereby represent, warrant, and agree as follows:

(a) If this document is revoked or amended for any reason, I, my estate, my trustee, successors, and assigns will hold such party or parties harmless from any loss suffered, or liability incurred, by such party or parties in acting in accordance with this document prior to that party's receipt of written notice of any such termination or amendment.

(b) The powers conferred by this document may be exercised by the appointed attorney in fact alone and the appointed attorney in fact's signature or act under the authority granted in this document may be accepted by third parties as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf.

(c) No person who acts in reliance upon any representation the appointed attorney in fact may make as to the scope of the appointed attorney in fact's authority granted under this document shall incur any liability to me, my estate, my heirs, successors or assigns for permitting the appointed attorney to exercise any such power, nor shall any person who deals with the appointed attorney in fact be responsible to determine or insure the proper application of funds or property.

ARTICLE VI
AMENDMENT

6.1 Amendments to this document shall be made in writing by me personally and they shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded. This document may be revoked at any time, in writing, by any instrument which shall be executed by the Principal.

PRINCIPAL:

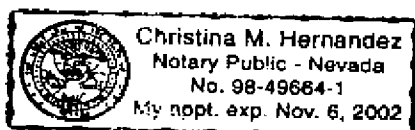


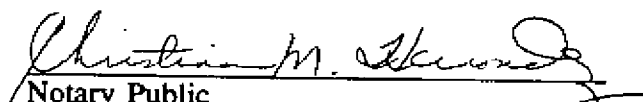
JEAN R. ECHEVARRIA

State of Nevada)
)ss.
County of Clark)

On May 30, 2000, before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, personally appeared JEAN R. ECHEVARRIA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.





Notary Public

EXHIBIT "6"

DURABLE POWER OF ATTORNEY FOR HEALTH CARE DECISIONS

WARNING TO PERSON EXECUTING THIS DOCUMENT

This is an important legal document. It creates a Durable Power of Attorney for Health Care. Before executing this document, you should know these important facts:

1. This document gives the person you designate as your attorney-in-fact the power to make health care decisions for you. This power is subject to any limitations or statement of your desires that you include in this document. The power to make health care decisions for you may include consent, refusal of consent, or withdrawal of consent to any care, treatment, service, or procedure to maintain, diagnose, or treat a physical or mental condition. You may state in this document any types of treatment or placements that you do not desire.
2. The person you designate in this document has a duty to act consistent with your desires as stated in this document or otherwise made known, or, if your desires are unknown, to act in your best interests.
3. Except as you otherwise specify in this document, the power of the person you designate to make health care decisions for you may include the power to consent to your doctor not giving treatment or stopping treatment which would keep you alive.
4. Unless you specify a shorter period in this document, this power will exist indefinitely from the date you execute this document and, if you are unable to make health care decisions for yourself, this power will continue to exist until the time when you become able to make health care decisions for yourself.
5. Notwithstanding this document, you have the right to make medical and other health care decisions for yourself so long as you can give informed consent with respect to the particular decision. In addition, no treatment may be given to you over your objection, and health care necessary to keep you alive may not be stopped if you object.
6. You have the right to revoke the appointment of the person designated in this document to make health care decisions for you by notifying that person of the revocation orally or in writing.
7. You have the right to revoke the authority granted to the person designated in this document to make health care decisions for you by notifying the treating physicians, hospital, or other provider of health care orally or in writing.
8. The person designated in this document to make health care decisions for you has the right to examine your medical records and to consent to their disclosure unless you limit this right in this document.
9. This document revokes any prior Durable Power of Attorney for Health Care.
10. If there is anything in this document that you do not understand, you should ask a lawyer to explain it to you.

**Jeffrey L. Burr & Associates
Attorneys at Law**

1. DESIGNATION OF HEALTH CARE AGENT.

I, **JEAN R. ECHEVARRIA** do hereby designate and appoint **ANGEL L. ECHEVARRIA** as my attorney-in-fact to make health care decisions for me as authorized in this document.

2. DESIGNATION OF ALTERNATE ATTORNEY-IN-FACT.

If the person designated in paragraph 1 as my attorney-in-fact is unable to make health care decisions for me, then I designate **AMANDA ECHEVARRIA** and **ROBERT S. ECHEVARRIA**, or the survivor of them, to serve as my attorneys-in-fact to make health care decisions for me as authorized in this document.

3. CREATION OF DURABLE POWER OF ATTORNEY FOR HEALTH CARE.

By this appointment I intend to create a durable power of attorney by appointing the person designated above to make health care decisions for me. This power of attorney shall not be affected by my subsequent incapacity.

4. GENERAL STATEMENT OF AUTHORITY GRANTED.

In the event that I am incapable of giving informed consent with respect to health care decisions, I hereby grant to the attorney-in-fact named above full power and authority to make health care decisions for me before, or after my death, including: consent, refusal of consent, or withdrawal of consent to any care, treatment, service, or procedure to maintain, diagnose, or treat a physical or mental condition, subject only to the limitations and special provisions, if any, set forth herein.

5. SPECIAL PROVISIONS AND LIMITATIONS.

My attorney-in-fact shall not be permitted to consent to any of the following: commitment to or placement in a mental health treatment facility, convulsive treatment, psychosurgery or sterilization. In addition in exercising the authority under this durable power of attorney for health care the authority of my attorney-in-fact is subject to the following special provisions and limitations:

Jeffrey L. Burr & Associates
Attorneys at Law

6. DURATION.

I understand that this power of attorney will exist indefinitely from the date I execute this document unless I establish a shorter time. If I am unable to make health care decisions for myself when this power of attorney expires, the authority I have granted my attorney-in-fact will continue to exist until the time when I become able to make health care decisions for myself.

7. IF THE STATEMENT REFLECTS YOUR DESIRES, INITIAL THE BOX NEXT TO THE STATEMENT.

☐

- a. I desire that my life be prolonged to the greatest extent possible, without regard to my condition, the chances I have for recovery or long-term survival, or the cost of the procedures.

☒

- b. If I am in a coma which my doctors have reasonably concluded is irreversible, I desire that life-sustaining or prolonging treatments not be used.

☒

- c. If I have an incurable or terminal condition or illness and no reasonable hope of long-term recovery or survival, I desire that life sustaining or prolonging treatments not be used.

☒

- d. I do not desire treatment to be provided and/or continued if the burdens of the treatment outweigh the expected benefits. My attorney-in-fact is to consider the relief of suffering, the preservation or restoration of functioning, and the quality as well as the extent of the possible extension of my life.

Other or Additional Statements of Desires:

Jeffrey L. Burr & Associates
Attorneys at Law

8. PRIOR DESIGNATIONS REVOKED.

I revoke any prior durable power of attorney for health care.

I sign my name to this Durable Power of Attorney for Health Care on May 30, 2000, at Las Vegas, Nevada.

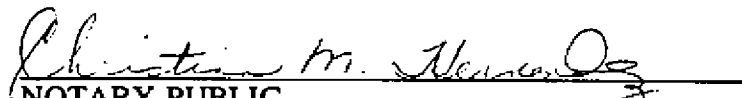


JEAN R. ECHEVARRIA

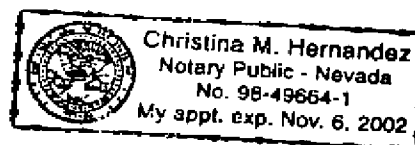
CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF NEVADA)
) SS.
COUNTY OF CLARK)

On May 30, 2000, before me, a notary public for said County of Clark, State of Nevada, personally appeared JEAN R. ECHEVARRIA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that executed it. I declare under penalty or perjury that the person whose name is subscribed to this instrument appears to be of sound mind and under no duress, fraud, or undue influence.



NOTARY PUBLIC



Jeffrey L. Burr & Associates
Attorneys at Law

STATEMENT OF WITNESSES

I declare under penalty of perjury that the principal is personally known to me, that the principal signed or acknowledged this durable power of attorney in my presence, that the principal appears to be of sound mind and under no duress, fraud, or undue influence, that I am not the person appointed as attorney-in-fact by this document, and that I am not provider of health care, an employee of a provider of health care, the operator of a community care facility, nor an employee of an operator of a health care facility.

Signature: Melissa Kelley

Residence Address:

Print Name: MELISSA KELLEY

726 WOLF POINT STREET

Date: 5/30/00

HENDERSON, NV 89015

Signature: Jeff Boyce

Residence Address:

Print Name: JEFF BOYCE

1764 CURIO TERRACE

Date: 5/30/2000

HENDERSON, NV 89014

I declare under penalty of perjury that I am not related to the principal by blood, marriage, or adoption, and to the best of my knowledge I am not entitled to any part of the estate of the principal upon the death of the principal under a will now existing or by operation of law.

Signature: Melissa Kelley

Signature: Jeff Boyce

EXHIBIT "7"

1 MARK A. SOLOMON, ESQ.

2 Nevada State Bar No. 0418

3 ELIZABETH BRICKFIELD, ESQ.

4 Nevada State Bar No. 6236

5 LIONEL SAWYER & COLLINS

6 1700 Bank of America Plaza

7 300 South Fourth Street

8 Las Vegas, Nevada 89101

9 (702) 383-8888

10 Attorney(s) for Respondent

11
12 DISTRICT COURT
13 CLARK COUNTY, NEVEDA

14 In the matter of the Guardianship

15 of the Estate of

16 JEAN RUTH ECHEVARRIA

Case No.: G27262

Dept. No.: E

DECLARATION OF MARC ASHEGHIAN

Date: December 7, 2004

Time: 9:00 a.m.

Dept: E

21
22 I, MARC ASHEGHIAN, declare as follows:

23 1. I am certified public accountant, duly licensed to practice in the State of California, and have
24 done accounting and financial planning for Jean R. Echevarria for over one year. I also represent Jean
25 Echevarria in relation to constructing profit/loss statements and balance sheets concerning her
26 property known as The Mill at Lebanon located at 218 North Maple Street, Lebanon, Wilson County,
27 Tennessee ("The Mill"). As such I have personal knowledge of the facts set forth herein that I know
28

1 to be true and correct and, if called as a witness, I could and would competently testify under oath,
2 with respect to the following:

3 2. Since being introduced to Jean and Angel Louise Echevarria by Darius A. Baghai, Esq., I
4 have reviewed Jean's financial and tax matters. I determined that Jean's primary source of income
5 was from the property located at 3820 Union Pacific Avenue and 3875 Noakes Street, Los Angeles,
6 California 90023 ("Union Pacific Property"), which she co-owns with her ex-husband Angel M.
7 Echevarria. I also determined that she had been and would continue to lose large amounts of money
8 from her property in Tennessee. Although I am still trying to account for the total amount of money
9 spent by Jean on the purchase, remodeling, mortgage, taxes, and maintenance of the property, I
10 estimate that she has lost hundreds of thousands of dollars. The Mill has put her in a very risky
11 financial position given that it has not been cash flow positive, and that it has created liabilities. In
12 early 2004, I advised both Jean and Angel Louise to try to sell The Mill at the best price they could
13 and decrease their risk exposure.

14 3. Soon after I was asked to review financial information for The Mill, I realized that, in fact,
15 little to no accounting, or any financial statement had been done for the property since the purchase.
16 Although Michael Echevarria was the property manager, he had not provided any statements
17 indicating profits/losses, receipts for capital improvements, or rent rolls. I was asked to account for
18 past years financials so that it could be shown to potential buyers. In attempting to obtain the
19 financial information, Michael Echevarria, although seeming to cooperate, would only provide
20 incomplete or inconsistent information. Consequently, it has taken months longer than we
21 anticipated. There are still expenses and costs for which we do not have proper documentation. I
22 understand that Jean must now pay the Bank of Nashville and the tax collectors in Lebanon, which
23 are some of the risk issues I wanted them to avoid through an early sale.

24 4. At all times in my representation of Jean and in the few personal meetings I have had with
25 Jean Echevarria, she used Angel Louise as her intermediary. In fact, Angel Louise accompanied Jean
26 from Nevada and attended all in-person meetings with Jean. Michael Echevarria's name was only
27 mentioned in relation to the management of The Mill. At no time did Jean suggest that she wanted
28

1 Michael Echevarria to be present or informed of her financial information.

2
3 I declare under penalty of perjury under the laws of the State of California the foregoing is
4 true and correct and that I have executed this document on the December 7, 2004, at Los Angeles,
5 California.

6 
7 MARC ASHEGHIAN
8 Declarant
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EXHIBIT "8"

Dec 06 2004 1:53PM

Corbis&Ferrum

310-861-9061

P. 4

Dec. 6. 2004 1:57PM

Smythe & Puryear

No. 1884 P. 3

SMYTHE & PURYEAR
AN ASSOCIATION OF ATTORNEYS

SUITE 333 • PILCHER BUILDING
144 SECOND AVENUE NORTH
NASHVILLE, TENNESSEE 37201

DAVID M. SMYTHE
ATTORNEY
dsmythe@smythepuryear.com

TOMMY BRADLEY
LEGAL ASSISTANT
tbradley@smythepuryear.com

Telephone: (615) 255-4849
Toll Free: 1 (877) 810-4849
Facsimile: (615) 255-4855

DANIEL H. PURYEAR
ATTORNEY
dpuryear@smythepuryear.com

DAVID M. ANTHONY
ATTORNEY
danthony@smythepuryear.com

December 6, 2004

VIA REGULAR AND CERTIFIED MAIL --
RETURN RECEIPT REQUESTED

The Mill at Lebanon, LLC
218 North Maple Street
Lebanon, TN 37087

Attn: Mike Bchevarria, Managing Member

RE: The Bank of Nashville / Mortgage Loan No. 9123501 - - Payoff Balance Due
\$563,293.36 as of December 6, 2004, plus attorneys fees of \$250.00

Dear Mr. Bchevarria:

Please be advised my office represents The Bank of Nashville, with regard to the above mortgage note which matured on December 2, 2004. As a result of the maturity of this Note, the Bank herein demands that all balances owing under the Note be paid at this time. As of December 6, 2004, a total payoff balance of \$563,293.36 is owed to the Bank as well as attorneys fees of \$250.00. Interest continues to accrue from and after the above date at the rate of \$97.59 per diem. If these amounts are not paid within ten (10) days of the above date, my office has been directed to begin foreclosure proceedings of the real property located at 218 North Maple Street, Lebanon, TN 37087, which secures this indebtedness. In such event, further foreclosure fees and expenses will be incurred. I trust you will wish to avoid that course of action and you will contact my office regarding payment of this Note balance and all expenses thereon within the time indicated.

This letter will confirm that I am a debt collector attorney for The Bank of Nashville and this letter is an attempt to collect this indebtedness and any information obtained from you will be used for that purpose. This letter will also confirm that unless you dispute the validity of this debt or any portion thereof within thirty (30) days after receipt of this notice, the debt will be assumed to be valid. If you notify my office in writing within this thirty (30) day period that the debt or any portion thereof is disputed, my office will obtain verification of the debt and mail a copy to you. Your failure to dispute the validity of the debt may not be construed by any court as

Dec 06 2004 1:53PM Corbis&Ferrum
Dec 6. 2004 1:58PM Smythe & Puryear

310-861-9061

p.5

No. 1884 P. 4

The Mill at Lebanon, LLC
December 6, 2004
Page 2

an admission of liability. My office will also obtain the name and address of the original creditor (if different from the current creditor) if you so request in writing within this same thirty (30) day period.

I look forward to hearing from you promptly with regard to this matter. I remain

Sincerely,



David Murray Smythe

DMS:slo
cc: The Bank of Nashville
Ms. Jean R. Echevarria (Guarantor)

EXHIBIT "9"

1 MARK A. SOLOMON, ESQ.
2 Nevada State Bar No. 0418
3 ELIZABETH BRICKFIELD, ESQ.
4 Nevada State Bar No. 6236
5 LIONEL SAWYER & COLLINS
6 1700 Bank of America Plaza
7 300 South Fourth Street
8 Las Vegas, Nevada 89101
9 (702) 383-8888

10 Attorney(s) for Respondent

11 DISTRICT COURT
12 CLARK COUNTY, NEVEDA

13 In the matter of the Guardianship
14 of the Estate of
15 JEAN RUTH ECHEVARRIA

16 Case No.: G27262
17 Dept. No.: E

18 DECLARATION OF DARIUS A. BAGHAI

19 Date: December 7, 2004
20 Time: 9:00__a.m.
21 Dept:

22 //

23 I, DARIUS A. BAGHAI, declare as follows:

24 1. I am an attorney at law, duly admitted to practice before the Supreme Court of the State of
25 California, and am one of the attorneys for Jean R. Echevarria and Angel M. Echevarria (Jean's ex-
26 husband) in the California Superior Court case of *99¢ Only Stores, Inc. vs. Angel M. and Jean*
27 *Echevarria*, Case No BC307817, and have been representing them for over one year. I also represent
28 Jean Echevarria in relation to a variety of real estate matters concerning her property known as The
Mill at Lebanon located at 218 North Maple Street, Lebanon, Wilson County, Tennessee ("The
Mill"). As such I have personal knowledge of the facts set forth herein that I know to be true and
correct and, if called as a witness, I could and would competently testify under oath, with respect to

1
DECLARATION OF DARIUS A. BAGHAI

1 the following:

2 2. Since being retained by Angel M. and Jean Echevarria in late September 2003 I have had
3 many occasions to communicate with her regarding matters dealing with the Property located at 3820
4 Union Pacific Avenue and 3875 Noakes Street, Los Angeles, California 90023 ("Union Pacific
5 Property") in which she is a co-owner. Because Jean Echevarria had been diagnosed with
6 Alzheimer's/dementia, and, although she was still able to understand issues and make decisions, she
7 did require assistance. Her daughter Angel Louise Echevarria was selected by Jean Echevarria to be
8 her intermediary in relation to all matters that I have worked on for Jean. In fact, to the best of my
9 knowledge Michael Echevarria was not involved in Jean's daily financial and legal matters. In
10 December 2003 99¢ Only Stores, Inc. ("99¢") filed a lawsuit regarding the sale of the Union Pacific
11 Property. Angel Louise Echevarria has been the primary contact for Jean in regards to all matters
12 dealing with this litigation and the Union Pacific Property, as well as The Mill at Lebanon.

13 3. In November 2003 Angel Louise Echevarria called me and asked me to help her with a loan
14 that was coming due for The Mill at Lebanon. The Mill had been purchased on the advice of Michael
15 Echevarria sometime in late 2000 or early 2001 and had only lost money up to that time. The Bank
16 of Nashville, who was the mortgage holder, was unhappy with the consistently late mortgage
17 payments, and was inclined to call the loan due when it matured in late December 2003. At that time,
18 there were no potential buyers and Jean could not afford to pay in excess of \$590,000 to the Bank of
19 Nashville, in addition to what her accountant estimates to be hundreds of thousands spent on
20 remodeling and mortgage payments. As requested by Angel Louise, I negotiated with the Bank of
21 Nashville where Jean Echevarria would pay down the loan by about \$50,000, would bring the
22 payments current (given that Michael Echevarria had not yet paid any of the mortgage payments
23 from the revenues of The Mill), and in return the Bank of Nashville would extend the Loan to
24 December 2, 2004. I advised Angel Louise and Jean that this would allow them time to find a buyer
25 for The Mill and that they needed to immediately obtain all the rent rolls, profit/loss statements, and
26 balance sheets from Michael Echevarria who was the property manager and president of The Mill at
27 Lebanon, LLC. As it turned out, no accounting had been done for The Mill in years, and, in fact, The
28 Mill had been a money pit for Jean since the beginning.

1 4. In late 2003, I introduced Jean to Marc Asheghian, an accountant and tax-planning expert in
2 Los Angeles with The Tax Consultancy Group. Mr. Asheghian worked with Angel Louise and Jean
3 to review Jean's income tax and provide financial planning. In addition, Mr. Asheghian, in early
4 2004, began working with Angel Louise and Michael Echevarria to construct necessary financial
5 documents for The Mill at Lebanon. The process of completing The Mill's financials has taken
6 months longer than necessary due to the fact that the financial information that Michael Echevarria
7 provided was incomplete, inconsistent, or incorrect. In fact, the financial statements are just now
8 being completed. During the first few months of 2005 Michael Echevarria discouraged Angel Louise
9 and Jean from looking for a real estate broker and any buyer.

10 5. In the summer of 2004 Angel Louise, on behalf of Jean, interviewed and selected a real estate
11 agent by the name of Mike Walker with Cumberland Real Estate in Lebanon, TN. Soon thereafter a
12 real estate developer put in an offer to purchase the property for \$1,000,000.00, and wrote a check for
13 \$100,000.00 as a deposit. Michael Echevarria insisted that this was an extremely low price, and stated
14 that he was unwilling to sell The Mill at this price. Several other interested parties looked at The Mill
15 but because of reasons ranging from a lack of positive cash flow to the fact that large parts of The
16 Mill are unoccupied and need extensive repairs. Finally, a buyer gave an offer for about \$950,000.00
17 knowing that the Mill needed extensive remodeling, but after inspections and the discovery that the
18 buildings needed hundreds of thousands of dollars of repairs he adjusted his offer to \$850,000.00.

19 6. At or about September 2004 Mike Walker called me and informed me that he had just
20 discovered that there was a pending tax sale for The Mill and that it was about to be published in the
21 local newspaper. He also stated that this could potentially decrease the value of The Mill even
22 further. I called Mr. Rochelle, Esq., the attorney representing the tax collectors in Lebanon, TN, and
23 he informed me that property taxes had not been paid for over two years and that that 2004 taxes
24 would make it three years of taxes that would be due. After explaining that we have a pending sale,
25 Mr. Rochelle agreed to postpone the tax sale so that we could proceed. I informed Michael
26 Echevarria of both the issues of the Bank of Nashville loan due date and the tax sale. Apparently, he
27 had been aware that the taxes had not been paid.

28 7. Michael Echevarria continued to disagree that The Mill should be sold for \$850,000.00 and

1 argued that a train station that was to be built nearby would increase the property values. I
2 encouraged him to find alternative possibilities or other buyers. We spoke with an appraiser, Mr.
3 Clint Storey, which Michael had worked with in the past so that we could possibly reappraise The
4 Mill taking the train station into consideration. However, that could not be done in the time frame (it
5 would take weeks of research and thousands of dollars) that was available and the appraiser stated
6 that train station's effect was very difficult to ascertain. Michael and I also had a conference call with
7 Charles Sanger, a real estate broker and investor, who stated that the train station would not affect the
8 property value of the Mill for years because it was going to be such a low volume commuter train.
9 Mr. Sanger also stated that The Mill was a unique property and that it would take time to find a buyer
10 with vision to pay top dollar for The Mill.

11 8. Michael Echevarria then stated in October 2004 that he thought his mother was incompetent
12 and that any contract she signed could not be valid. This was the first time he had raised this issue. I
13 informed the buyer's agent of this fact, and suggested to Angel Louise to contact her estate lawyer in
14 Nevada to resolve how to determine her competence and how to determine who would be her
15 guardian or conservator.

16 9. I wrote several letters in November 2004 to Michael and Jean Echevarria regarding the sale of
17 the property and the possible problems that may arise if Jean does not sell the property. I have
18 attached true copies of those letters to this declaration as Exhibits "1" through "3." Exhibit "1" is a
19 true copy of my faxed letter dated November 5, 2004 to Michael Echevarria. This November 5th
20 letter was attached to the Petitioner's Exparte Motion and it was modified/redacted in order
21 not show all of the relevant parts of my letter. Exhibit "2" is a true copy of a faxed letter dated
22 November 9, 2004 to Michael Echevarria. Exhibit "3" is a true copy of a faxed November 12, 2004
23 letter to Michael Echevarria.

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1 I declare under penalty of perjury under the laws of the State of California the foregoing is true and
2 correct and that I have executed this document on the December 7, 2004, at Los Angeles, California.
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DARIUS A. BAGHAI
Declarant

5

DECLARATION OF DARIUS A. BAGHAI

EXHIBIT 1

CORBIS & FERRUM

ATTORNEYS & COUNSELLORS AT LAW

FAX SHEET

TO: Michael Echevarria
(615) 453-5143Fax

FROM: Darius A. Baghai, Esq.
(310) 622-8799

RE: Letter re The Mill and Jean capacity

DATE: November 5, 2004

OF PAGES: 4 pages total (including cover page).

NOTES:

This message is only for the use of the individual or entity to which it is addressed, and it may contain information that is privileged or confidential. Do not copy or distribute this communication, or disseminate its information unless you are the addressee, his/her/its agent or employee with the authority to do so. If you have received this communication in error, please notify us immediately by telephone and return the original message to use at the above address via the U.S. Postal Service. Thank you.

144 S. Palm Drive, First Floor, Beverly Hills, CA 90212

Fax: (310) 861-9061, Tel.: (310) 622-8799

CORBIS & FERRUM

LIBRARY & ARCHIVES

VIA US CERTIFIED MAIL & FAX
November 5, 2004

Michael Echevarria
The Mill
300 North Maple Street
Lebanon, TN 37087

Angel Louise Echevarria
12 Desert Highland Drive
Henderson, NV 89052

RE: Real Estate deal for The Mill At Lebanon and Jean Echevarria.

Dear Michael & Angel,

Yesterday I had a long conversation with Michael regarding the sale of the Lebanon, Tennessee property known as The Mill. It is Michael's opinion that The Mill is worth more than the current \$850,000 offer that we have even though property taxes have not been paid in close to three years, bank notes are due in six weeks, and financial information is still incomplete. Mike Walker confirmed that although we had a \$1 million written offer with a \$100,000 earnest money check provided to given to him several months ago (see attached documents), that written offer was turned down based on Michael Echevarria's insistence.

So far only one buyer has accepted to purchase the property for \$850,000 in "as is" condition. Because Michael has raised the issue that Jean Echevarria is not legally competent to take care of her own financial affairs, the issue is raised whether the contract signed by Jean is enforceable. As her attorney I have recently seen that her Alzheimer's condition has worsened. I recommend that you consult an attorney in Nevada regarding setting up a guardian or conservatorship for Jean - a recommendation I had made some time ago. It is possible that Jean's will or trust documents may provide for guidelines that deal with her mental or physical incapacity. I am not an expert in legal capacity, but I do see that she has significant memory problems.

Consequently, I am required to inform you that you should inform the Buyer of The Mill that there may be a dispute as to whether Jean had the capacity to sign the contract. The sooner you give him this notice the less damages he may incur and the less possibility of a lawsuit. I also realize that the Bank of Nashville will be requiring full payment of their debt by the end of December. Angel has been working hard to sell this property before the debt is due given that Jean is not in any financial position to continue funding the losses. It appears that Angel has consulted accountants, several brokers, and attorneys in order to determine the best possible advice for Jean.

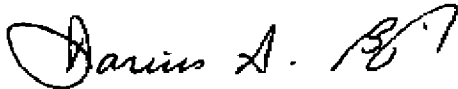
Los Angeles
144 S. Palm Dr., First Floor, Beverly Hills, CA 90212

Washington, D.C.
Tel: (310) 622-8799

Because Michael is the property manager and has a fiduciary duty to Jean, and because Angel has been acting as an intermediary for Jean, I ask both of you to consider the best possible path. Please call me before end of day on Monday November 8, 2004. I will have to inform the Buyer by that day unless one of you inform me that she has legal capacity or you have legal authority to decide for her.

Please contact your estate attorney to determine incapacity issues.

Sincerely,



Darius A. Baghai
Attorney at Law

Los Angeles
144 S. Palm Dr., First Floor, Beverly Hills, CA 90212

Washington, D.C.
Tel: (310) 622-8799

002/017

1. Purchase and Sale. The undersigned buyer VASTOLA & ASSOCIATES, INC. ("Buyer") agrees to buy and the undersigned seller _____ ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as: 218 N. Maple Street _____ (Address).
Lebanon _____ (City), TN (State), 37087 (Zip), as recorded in U.S.S.A.
County Register Office, 819 deed book(s), 2497 page(s), and further described as:
Map O-68-D, Group K, Parcel 025.00, 14.05 acres per survey on 3/31/00 by
together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property", as more particularly described in Exhibit "A", or if no Exhibit "A" is attached as is recorded with the Register of Deeds of the county in which the Property is located and is made a part of this Agreement by reference.

2. Purchase Price. The total purchase price for the Property shall be One million U.S. Dollars. (\$1,000,000) ("Purchase Price"), and is subject to all provisions and adjustments and shall be paid by Buyer at the Closing by cash, wire transfer of immediately available funds, cashier's check or certified check.

3. **Earnest Money.** Buyer has deposited the sum of \$ 100,000 with Cumberland Coal Estate ("Holder"). This sum ("Earnest Money") has been received by Holder and is to be applied as part of the Purchase Price at Closing. The Earnest Money shall be deposited in Holder's escrow account within five (5) banking days from the Binding Agreement Date. In the event any Earnest Money check is not honored, for any reason, by the financial institution from which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have three (3) banking days after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds to Holder, this Agreement shall automatically terminate and Holder shall notify the parties of the same. Holder shall disburse Earnest Money only as follows: (a) at Closing; (b) upon a subsequent written agreement signed by Buyer and Seller; (c) as set forth below in the event of a dispute regarding Earnest Money. No party shall seek damages from Holder, nor shall Holder be liable for any such damages, for any matter arising out of or related to the performance of Holder's duties hereunder.

Dispute Regarding Earnest Money. In the event Buyer or Seller notifies Holder of a dispute regarding the disposition of Earnest Money that Holder cannot resolve, Holder shall settle the dispute as follows:
(Select A, B or C below. The section not selected is not part of this Agreement.)

A. Reasonable Interpretation by Holder. Holder shall have the right to disburse all or any portion of the Earnest Money upon a reasonable interpretation of this Agreement by Holder. Prior to disbursing Earnest Money pursuant to a reasonable interpretation of this Agreement, Holder shall give all parties fifteen (15) days notice stating to whom the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by Holder prior to the end of the fifteen-day (15) notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Holder shall consider the objection and shall do any or a combination of the following: (i) hold the Earnest Money for a reasonable period of time to give the parties an opportunity to resolve the dispute; and/or (ii) disburse the Earnest Money and to notify all parties.

☐ B. Arbitration. Buyer and Seller agree that any earnest money dispute shall be settled by arbitration in accordance with _____.

or another arbitrator mutually agreeable to the parties ("Arbitrator"), to settle the earnest money dispute. The award of the Arbitrator shall be final and binding upon the parties hereto, and Holder shall promptly disburse the Earnest Money in accordance with said award. The costs of any such arbitration shall be shared equally between Buyer and Seller and shall promptly be paid directly to the Arbitrator.

☐ C. Interplead. Buyer and Seller agree to interplead the Earnest Money into a court of competent jurisdiction. Holder shall be reimbursed for, and may deduct from, any funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to the Holder, and upon payment of such funds into the court registry. Holder shall be released from all further liability in connection with the funds delivered.



Copyright ©2003 by Tennessee Association of REALTORS®
F65 Commercial Purchase and Sale Agreement - Page 1 of 7

Modified 10/1/2003

11/05/2004 15:41 FAX 8154485895

CUMBERLAND REALTY

0015/017

VASFOLO & ASSOCIATES INC.
108 JARVIS WAY
LEBANON, TN 37087

3412

Date 5-16-04

07-202/441

Pay to the Order of Cumberland Realty \$100,000

Deborah L. Ferrum 108 Jarvis Way Lebanon, TN 37087

Academy Bank

For Deposit Only for the Bill Deborah L. Ferrum

60641086262 PLS 1985P 3412

HP LaserJet 3330



1Voq
310-622-8799
Nov-5-2004 3:12PM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
352	11/ 5/2004	3:09:31PM	Send	16154535143	2:57	5	OK

CORBIS & FERRUM

FAX SHEET

TO: Michael Babevanik
(615) 432-3143 Fax

FROM: Darius A. Baghai, Esq.
(310) 622-8799

RE: Letter re The Mill and Jean capacity

DATE: November 1, 2004

OF PAGES: 4 pages total (including cover page).

NOTES:

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1401 E. Palm Drive, First Floor, Beverly Hills, CA 90242

Fax: (310) 622-8061, Tel: (310) 622-8799

EXHIBIT 2

CORBIS & FERRUM

TELEPHONES & FACSIMILES OF L.A.

FAX SHEET

TO: Michael Echevarria
(615) 453-5143

FROM: Darius A. Baghai, Esq.
(310) 622-8799

RE: The Mill at Lebanon

DATE: November 9, 2004

OF PAGES: 2 pages total (including cover page).

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144 S. Palm Drive, First Floor, Beverly Hills, CA 90212

Fax: (310) 861-9061, Tel.: (310) 622-8799

CORBIS & FERRUM

ATTORNEYS AT LAW

FAX SHEET

TO: Jean & Angel L. Echevarria
(702) 914-3448

FROM: Darius A. Baghai, Esq.
(310) 622-8799

RE: The Mill at Lebanon, Letter to Michael Echevarria

DATE: November 9, 2004

OF PAGES: 2 pages total (including cover page).

NOTES:

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144 S. Palm Drive, First Floor, Beverly Hills, CA 90212

Fax: (310) 861-9061, Tel.: (310) 622-8799

CORBIS & FERRUM

PROPERTY & CONSULTING, INC.

VIA FAX

November 9, 2004

Michael Echevarria
The Mill at Lebanon

Dear Michael,

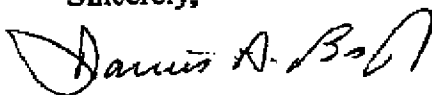
For the last several weeks you have said that you will talk to appraisers and look for other Buyers for The Mill at Lebanon. As you know, the property has three years of losses, and only several months of positive cash flow. We are facing a default on the Bank of Nashville this December, and a tax sale before then. The taxes have not been paid for the last several years and the Bank of Nashville is unwilling to consider any extensions or refinancing. As property manager you must help make the best decision for Jean Echevarria, your mother.

Last Friday you mentioned that you would contest the sale of the property to the only Buyer that is currently willing to buy this property based on the fact that you believe your mother is incapable of making any financial decisions regarding the property. As a result of our last two telephone conversations I have informed Jean's real estate agent, Mike Walker, that the contract may be contested and the he needs to inform the Buyer of this fact.

I have not yet received any information from you concerning working with other banks or buyers that would prevent Jean from defaulting on the property. Nor have I received any analysis from you that would demonstrate that this property is a good investment for your mother. I have asked for the names of banks and bank contacts that may consider refinancing, but you have insisted that you would like to take the lead.

Although Angel and Jean are meeting with Estate lawyers and doctors this week to determine how to handle her memory issues, time is of the essence for your help to prevent financial losses to Jean. Please call me and tell me whether you have any new ideas for the sale of this property or whether you are simply going to contest the sale without any alternatives.

Sincerely,



Darius A. Baghai
Attorney at Law

Cc: Jean & Angel L. Echevarria

Los Angeles
144 S. Palm Dr., First Floor, Beverly Hills, CA 90212

Washington, D.C.
Tel: (310) 622-8799

HP LaserJet 3330



iVoq
310-622-8799
Nov-9-2004 4:34PM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
366	11/ 9/2004	4:33:14PM	Send	16154535143	0:54	2	OK

CORBIS & FERRUM**FAX SHEET**

TO: Michael Echevarria
(615) 453-5143

FROM: Darin A. Bagdal, Rep.
(310) 622-8799

RE: The Mill at Lebanon

DATE: November 9, 2004

OF PAGES: 2 pages total (including cover page).

NOTES:

This message is only for the use of the individual or entity to which it is addressed, and it may contain information that is privileged or confidential. Do not copy or distribute this communication, or disseminate its information unless you are the addressee, his/her/its agent or employee with the authority to do so. If you have received this communication in error, please notify us immediately by telephone and return the original message to one of the above address via the U.S. Postal Service. Thank you.

164 E. Palo Verde, First Floor, Beverly Hills, CA 90211

Fax: (310) 622-8611, Tel: (310) 622-8799

HP LaserJet 3330



1Vog
310-622-8799
NOV-9-2004 4:36PM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
367	11/ 9/2004	4:34:52PM	Send	17029143448	1:25	2	OK

CORBIS & FERRUM

FAX SHEET

TO: Jean & Angel L. Schervish
(702) 914-3448

FROM: Darius A. Baghai, Esq.
(310) 632-8799

RE: The Mill at Lebanon, Letter to Michael Schervish

DATE: November 9, 2004

OF PAGES: 2 pages total (including cover page).

NOTES:

This message is only for the use of the individual or entity to which it is addressed, and it may contain information that is privileged or confidential. Do not copy or distribute this communication, or disseminate its information unless you are the addressee, his/her/its agent or employee with the authority to do so. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

111 S. Fifth Street, First Floor, Corvallis, OR 97331

Fax: (310) 861-9061, Tel: (310) 632-8799

EXHIBIT 3

CORBIS & FERRUM

RECORDS & CONSULTING, LLC

FAX SHEET

TO: Michael Echevarria
(615) 453-5143 Fax

FROM: Darius A. Baghai, Esq.
(310) 622-8799

RE: Summary of conference call with Charley

DATE: November 12, 2004

OF PAGES: 2 pages total (including cover page).

NOTES: Call me as soon as you can.

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144 S. Palm Drive, First Floor, Beverly Hills, CA 90212

Fax: (310) 861-9061, Tel.: (310) 622-8799

CORBIS & FERRUM

ATTORNEYS AT LAW

VIA FAX
November 12, 2004

Attn: Michael Echevarria
The Mill at Lebanon

Dear Michael:

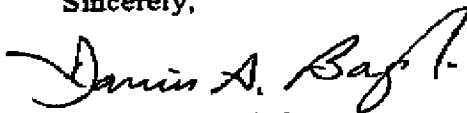
I called your phone number twice this morning, but it went to voice mail. Here is a summary of our conference call with your friend Charley (his last name escapes me at the moment) the top broker from Nashville. He clearly seemed very knowledgeable about commercial real estate in Tennessee, but was not completely aware of the condition of the property, the roofing and water damage problems, and the quality and value of improvements made to The Mill. Nevertheless, he understood the unique elements of the The Mill.

Charley mentioned several points that need to be seriously considered. First, he mentioned that selling this property would take time and that finding a buyer would not be easy. He said that he thought that there were probably less than ten such potential buyers in the Lebanon and Nashville areas. In addition, he agreed that if we file bankruptcy to avoid bank foreclosure that such a filing would decrease the value of the property. Similar to Mike Walker and others, Charley said that because we barely have been break-even for the last few months, that the buyers would not pay a substantial amount based on a revenue analysis. Surprisingly, he mentioned that he did not think that the train station would add much value to the area for at least a few years given that the traffic would be low.

Unfortunately, you, Jean and Angel Louise do not have the financial resources to spend hundreds of thousands of dollars to make additional improvements to the property, to find additional tenants, and to carry a mortgage. The resource limitations, the tax sale, and the bank pay (which was set last December) are very challenging issues. What did you think of Charley's analysis and what do you think we should do next?

Please call me as soon as possible.

Sincerely,



Darius A. Baghai
Attorney at Law

Cc: Jean Echevarria

Los Angeles
144 S. Palm Dr., First Floor, Beverly Hills, CA 90212

Washington, D.C.
Tel: (310) 622-8799

HP LaserJet 3330



1Voq
310-622-8799
Nov-12-2004 11:07AM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
375	11/12/2004	11:06:31AM	Send	16154535143	1:00	2	OK

CORBIS & FERRUM

FAX SHEET

TO: Michael Richveria
(615) 433-6145 Fax

FROM: Darin A. Bagby, Esq.
(310) 632-8799

RE: Summary of conference call with Charley

DATE: November 12, 2004

OF PAGES: 2 pages total (including cover page).

NOTES: Call this as soon as you can.

This message is only for the use of the individual or entity to which it is addressed, and it may contain information that is privileged or confidential. Do not copy or distribute this communication, or disseminate its information unless you are the addressee, his/her/its agent or employee with the authority to do so. If you have received this communication in error, please notify us immediately by telephone and return the original message to me at the above address via the U.S. Postal Service. Thank you.

144 E. Palm Drive, First Floor, Westbury, NY 11591

Fax: (516) 881-9061, Tel: (516) 632-8799

ORIGINAL

424

ROC
MARK A. SOLOMON, ESQ.
Nevada State Bar No. 0418
ELIZABETH BRICKFIELD, ESQ.
Nevada State Bar No. 6236
LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
(702) 383-8888
Attorneys for Angel Echevarria

FILED

DEC 7 4 36 PM '04

Shelley D. Longine
CLERK

DISTRICT COURT, FAMILY COURT

CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the
Estate of JEAN RUTH ECHEVARRIA,
Adult Ward

Case No. G 27262
Dept. No. E

Date of Hearing: December 8, 2004
Time of Hearing: 9:00 a.m.

RECEIPT OF COPY

Receipt of copy of the OPPOSITION TO APPOINTMENT OF MICHAEL A. ECHEVARRIA AND NEVADA CARE MANAGEMENT, INC. AS TEMPORARY GUARDIANS OF THE ESTATE OF JEAN RUTH ECHEVARRIA; PETITION FOR APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE PERSON OF JEAN RUTH ECHEVARRIA: OPPOSITION TO APPOINTMENT OF GUARDIAN OF THE ESTATE OR ALTERNATIVELY FOR THE APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE ESTATE is hereby acknowledged this 7th day of December, 2004.

BOLICK BOYER & GOODSSELL

Catherine M. Hasner
Kim Boyer, Esq.
6060 West Elton, Suite A
Las Vegas, NV 89107

COUNTY CLERK

DEC 07 2004

RECEIVED

LIONEL SAWYER & COLLINS
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
PHONE 702.383.8888
FAX 702.383.8845

CE100

ORIGINAL

49

FILED

DEC 9 12 58 PM '04

Shirley E. Longoria
CLERK

CITA
MARK A. SOLOMON, ESQ.
Nevada State Bar No. 0418
ALAN D. FREER, ESQ.
Nevada State Bar No. 7706
LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
(702) 383-8888
Attorneys for Angel Echevarria

DISTRICT COURT, FAMILY COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the) Case No. G 27262
) Dept. No. E
Estate of JEAN RUTH ECHEVARRIA,)
)
Adult Ward)
)
)

CITATION

Date of hearing: January 5, 2004
Time of hearing: 9:00 a.m.

TO: JEAN R. ECHEVARRIA
TO: DARIUS A. BAGHAI, ESQ.
TO: ROBERT STEVEN ECHEVARRIA
TO: ANA ECHEVARRIA
TO: AMANDA ECHEVARRIA
TO: THERESA LYNN ECHEVARRIA
TO: MICHAEL ECHEVARRIA
TO: MICHAEL A. ECHEVARRIA C/O KIM BOYER, ESQ.

YOU ARE HEREBY CITED and required to appear before a Judge of the Court at the date,
time and place specified below and to show cause, if any you have, why the OPPOSITION TO

Page 1

CE19

RECEIVED
DEC 09 2004
CLARK COUNTY
LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 383-8888

1 APPOINTMENT OF MICHAEL A. ECHEVARRIA AND NEVADA CARE MANAGEMENT, INC.
2 AS TEMPORARY GUARDIANS OF THE ESTATE OF JEAN RUTH ECHEVARRIA; PETITION
3 FOR APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE PERSON OF JEAN
4 RUTH ECHEVARRIA: OPPOSITION TO APPOINTMENT OF GUARDIAN OF THE ESTATE OR
5 ALTERNATIVELY FOR THE APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF
6 THE ESTATE should not be approved.
7

8 THIS CITATION is based upon the verified OPPOSITION TO APPOINTMENT OF
9 MICHAEL A. ECHEVARRIA AND NEVADA CARE MANAGEMENT, INC. AS TEMPORARY
10 GUARDIANS OF THE ESTATE OF JEAN RUTH ECHEVARRIA; PETITION FOR
11 APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE PERSON OF JEAN RUTH
12 ECHEVARRIA: OPPOSITION TO APPOINTMENT OF GUARDIAN OF THE ESTATE OR
13 ALTERNATIVELY FOR THE APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF
14 THE ESTATE and upon Order of this Court.
15

16 **DATE AND TIME OF COURT APPEARANCE**

17 DATE: 5 day of January, 2005

18 TIME: 9:00 o'clock A.M.

19 LOCATION: District Court, Family Division
20 State of Nevada, County of Clark
21 601 N. Pecos, County Courthouse,
22 Las Vegas, Nevada 89101

23 DATED this 09 day of December, 2004.

24 SHIRLEY B. PARRAGUIRRE, CLERK OF
25 COURT

26 By 
27 Deputy Clerk

28 **CAROL CRITCHETT**

Page 2

1 Submitted by:
2 LIONEL SAWYER & COLLINS

3 By Mark A. Solomon
4 MARK A. SOLOMON, ESQ.
5 Nevada State Bar No. 0418
6 ELIZABETH BRICKFIELD, ESQ.
7 Nevada State Bar No. 6236
8 300 South Fourth Street
9 Las Vegas, Nevada 89101
10 Attorneys for Angel Echevarria
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Page 3

Calendar

CLDR



000000133

1 SUPP

2 MARK A. SOLOMON, ESQ.

3 Nevada State Bar No. 0418

4 ELIZABETH BRICKFIELD, ESQ.

5 Nevada State Bar No. 6236

6 LIONEL SAWYER & COLLINS

7 1700 Bank of America Plaza

8 300 South Fourth Street

9 Las Vegas, Nevada 89101

10 (702) 383-8888

11 Attorneys for Angel Echevarria

DEC 22 3 34 PM '04

CLERK

9 DISTRICT COURT, FAMILY COURT
10 CLARK COUNTY, NEVADA

11 In the Matter of the Guardianship of the) Case No. G 27262

12) Dept. No. E

13 Estate of JEAN RUTH ECHEVARRIA,)

14) Date of Hearing: January 5, 2005

15) Time of Hearing: 9:00 a.m.

16) Adult Ward)

17 SUPPLEMENT TO OPPOSITION TO APPOINTMENT OF MICHAEL A. ECHEVARRIA
18 AND NEVADA CARE MANAGEMENT, INC. AS TEMPORARY GUARDIANS OF THE
19 ESTATE OF JEAN RUTH ECHEVARRIA; PETITION FOR APPOINTMENT OF ANGEL
20 ECHEVARRIA AS GUARDIAN OF THE PERSON OF JEAN RUTH ECHEVARRIA;
21 OPPOSITION TO APPOINTMENT OF GUARDIAN OF THE ESTATE OR
22 ALTERNATIVELY FOR THE APPOINTMENT OF ANGEL ECHEVARRIA AS
23 GUARDIAN OF THE ESTATE; REQUEST FOR COURT ORDER
24 ADOPTING FINDINGS OF ELYSE TYRELL

25 ANGEL ECHEVERRIA, the daughter of JEAN RUTH ECHEVARRIA and the person
26 nominated by JEAN RUTH ECHEVARRIA to serve as Guardian of her person; the incumbent
27 successor trustee of the Jean R. Echevarria Trust dated May 30, 2000 (the "Trust"); the person named
28 by JEAN RUTH ECHEVARRIA as her agent for Asset Management under a Durable General Power
of Attorney for Asset Management executed on May 30, 2000; and the person named by JEAN
RUTH ECHEVARRIA as her agent for Health Care Decisions under a Durable Power of Attorney
for Health Care Decisions executed on May 30, 2000, hereby supplements her Opposition to the

1 Petition of MICHAEL A. ECHEVARRIA ("Michael") and NEVADA CARE MANAGEMENT,
2 INC. as temporary and general guardians of the Estate of JEAN RUTH ECHEVARRIA and further
3 requests this Court to do the following:

4 (1) enforce as valid and binding the December 8, 2004 stipulation entered into in this
5 Court by and between MICHAEL ECHEVARRIA and ANGEL ECHEVARRIA by:

6 (a) issue this Court's orders adopting the December 14, 2004 recommendation
7 by Elyse Tyrell that the real property owned by the Mills of Lebanon, LLC be sold; and

8 (b) order that MICHAEL ECHEVARRIA take no action or make any request to any
9 Court, including the Chancery Court of Wilson County, Tennessee at Lebanon in Civil Action
10 No.:04-418, known as Michael A. Echevarria, Plaintiff v. The Mill at Lebanon, LLC, to prevent or
11 stay the payment of the proceeds of such sale to any person, Court or entity other than Angel
12 Echevarria, successor trustee of the Jean R. Echevarria Trust dated November 14, 1997; and

13 (2) appoint ANGEL ECHEVARRIA, the guardian of the Estate of Jean R. Echevarria.

14 Petitioner supplements her petition and makes these claims as follows:

15 1. The Mills at Lebanon, LLC is a single member, single asset limited liability company.
16 One hundred percent of the interest is owned by the Jean R. Echevarria Trust, dated November 14,
17 1997, a revocable Nevada trust (the "Trust"). Jean Echevarria is the trustor and sole beneficiary of
18 the Trust. Until November 30, 2004, Jean Echevarria served as trustee of her Trust. On November
19 30, 2004, in accordance with the Trust's terms, Angel Echevarria, the named successor trustee of
20 Trust, became its trustee. See Exhibit "1"

21 2. The single asset of the Mills at Lebanon, LLC (the "LLC") is commercial real
22 property which has been "managed" by Michael Echevarria and is a tremendous financial drain on
23

1 Jean Echevarria's resources. In 2003 and 2004, Jean Echevarria, upon the advice and
2 recommendation of her accountant, Marc Asheghian, CPA and her attorney, Darius Baghai, Esq.,
3 determined that it was in her best interests to sell the property and to use the proceeds for her benefit.
4

5 3. Michael Echevarria opposed any sale. Because of his refusal to cooperate, a proposed
6 sale for one million dollars was lost in the summer of 2004. Michael failed to provide Jean's
7 professional advisors with accountings for the LLC, failed to provide financial records and stalled
8 the sale. As a result of Michael's mismanagement, the property taxes were unpaid and the property
9 entered foreclosure. As detailed in Mr. Asheghian and Mr. Baghai's declarations, Michael's
10 mismanagement and failures to account place Jean in a very risky financial position. These
11 Declarations are attached as Exhibits "2" and "3".
12

13 4. By the fall of 2004, the only offer to purchase the property was for \$850,000. Jean
14 signed the sale contract. His information was made known to Angel and Michael in November,
15 2004. See Exhibit "4", letters to Michael from Darius Baghai, Esq. Even so, Michael stalled the
16 sale, even refusing to cooperate with the appraisers. He continued to refuse to provide information
17 to Jean's accountant and threatened other action. Michael, among other issues, resides on the Mills'
18 property, but pays no rent.
19

20 5. Even though foreclosure was imminent, Michael resisted the sale.

21 6. On December 1, 2004, Michael petitioned this Court, ex parte, for his appointment,
22 together with Nevada Care Management, Inc., as temporary and general guardians of the Estate of
23 Jean R. Echevarria. Michael alleged that JEAN RUTH ECHEVARRIA lacked the capacity to
24 respond to a substantial and immediate risk of financial loss because of the pending sale of the real
25 property owned by the Mills of Lebanon, LLC. Michael told the Court that the sale was scheduled
26
27
28

1 to close on December 3, 2004, that he was "the President of the LLC, and is concerned with how the
2 proceeds will be used" (see Exhibit "5", p. 3, ll. 17-19 Petition for Temporary and General Guardian
3 of the Estate of Jean R. Echevarria filed December 1, 2004). In support of this petition, Michael
4 attached a copy of a partially redacted November 5, 2004, letter from Jean's commercial counsel,
5 Darius Baghai, Esq., addressed to Michael and Angel which referenced the contract signed by Jean
6 for the sale of the LLC's real property for \$850,000. See Exhibit "6" redacted letter attached as
7 Exhibit "2" to Michael's petition. Based on Michael's verified representations, this Court granted the
8 ex parte petition on December 1, 2004, and appointed Michael and Nevada Care Management, Inc.
9 as temporary guardian of Jean's Estate.
10

11
12 7. Jean Echevarria and Angel Echevarria learned of the guardianship only when they
13 received a copy of the order on Friday, December 3, 2004.

14 8. Unknown to this Court, to Jean R. Echevarria, to Angel Echevarria, to Jean
15 Echevarria's trust counsel, Jeffrey L. Burr & Associates; to Jean Echevarria's commercial counsel,
16 Darius Baghai, Esq. of Corbis & Ferrum; to Jean R. Echevarria's accountant, Marc Ashcheghian, CPA
17 or to Elizabeth Brickfield, Esq., guardianship counsel, on **December 2, 2004**, the day after he was
18 appointed temporary guardian of Jean's estate, Michael filed a complaint, entitled Michael A.
19 Echevarria v. The Mill at Lebanon, LLC, Civil Action No.: 04-418, in the Chancery Court of Wilson
20 County, Tennessee at Lebanon seeking to block the sale of the real property. In that sworn
21 complaint, Michael told the Tennessee Court that he was informed on November 29, 2004 that a
22 contract for the real property was pending, that he did not know the terms of that contract, and that
23 he had invested approximately \$200,000 in the real property. See Exhibit "7", copy of sworn
24 Complaint.
25
26
27
28

1 9. That same date, on DECEMBER 2, 2004 Michael asked the Tennessee Court to issue
2 a restraining order to prevent the sale of the real property and for the restraining order to remain in
3 effect until December 17, 2004. See Exhibit "8" restraining order issued by Chancery Court of
4 Wilson County, Tennessee.
5

6 10. On December 8, 2004, Angel and Jean appeared at the Guardianship Court to object
7 to the appointment of Michael and Nevada Carc Management, Inc. as Jean's temporary guardian on
8 the grounds that Jean named and nominated Angel Echevarria to serve as her fiduciary if she was
9 in need of one; that the Mills at Lebanon, LLC was an asset of the Jean R. Echevarria Trust and not
10 owned by Jean R. Echevarria individually that Angel Echevarria was serving as successor trustee of
11 the Trust; and that Michael Echevarria was not fit to serve as Jean R. Echevarria's guardian. The
12 Opposition/Counter-petition included the Declarations of Angel M. Echevarria, Michael Echevarria's
13 father, Darius Baghai, Esq., Jean Echevarria's attorney, and Marc Asheghian, Esq., Jean Echevarria's
14 accountant, attesting to Michael's failures to account to Jean for his mismanagement of the Mills
15 at Lebanon, LLC.
16

17 11. By stipulation of the parties, Kim Boyer, Esq., counsel for Michael and Elizabeth
18 Brickfield, Esq. counsel for Angel and Jean, placed on the record the following agreement:
19

20 "that the parties agreed to Elyse Tyrell, Esq. conducting an investigation of the
21 proposed sale of the real property of the Mills at Lebanon, LLC, and to abide by Ms. Tyrell's
22 recommendation on either allowing the sale to go forward or not". The temporary guardianship over
23 Jean R. Echevarria was dissolved, but the petition for the general guardianship was to proceed. Ms.
24 Tyrell was to make her recommendation by no later than December 15, 2004. The parties agreed
25 not to take any intervening action about the sale or the LLC during the one week between December
26 8th and December 15, 2004. See Exhibit "9", minutes of the December 8, 2004, Hearing, District
27
28

1 Court, Clark County, Nevada.

2 12. At no time at the December 8, 2004 hearing or negotiations did Michael make it
3 known to the Court, to Jean or Angel or to Ms. Tyrell, that he had filed a complaint in the Tennessee
4 court or that the sale was restrained by a court order issued at Michael's request.
5

6 13. Jean and Angel received copies of the Tennessee court proceedings on December 10,
7 2004. On December 13, 2004, counsel for the Mses. Echevarria first learned of the Tennessee
8 proceedings and only from the Echevarrias.

9 14. On December 14, 2004, Ms. Tyrell issued her recommendation that the sale go
10 forward. The report was sent to Ms. Boyer and Ms. Brickfield. See Exhibit "10", Elyse Tyrell's
11 recommendation.
12

13 15. On December 15, 2004, Angel, as the successor trustee for the Trust, the sole member
14 of the Mills at Lebanon, LLC, removed Michael from his role as president of the LLC and ordered
15 him to vacate the premises. Pursuant to the December 8, 2004 stipulation, Angel refrained from
16 acting until Ms. Tyrell's recommendation was issued.
17

18 16. On December 17, 2004, at the Tennessee hearing on the Restraining Order, Michael's
19 counsel did not seek to vacate the restraining order and allow the sale to go forward, in accordance
20 with his stipulation in the Nevada courts. Instead, Michael asked the Tennessee court to continue
21 the restraint in place until the outcome of the Nevada guardianship court's January 5, 2005 hearing
22 on this matter. A copy of the proposed order in this matter is attached as Exhibit "11".
23

24 17. The Tennessee Court ordered Michael to present the books, records and all
25 information in this matter to Gary Vanderver, the Mills at Lebanon, LLC's newly retained Tennessee
26 counsel, no later than December 20, 2004. Michael has not complied.

27 18. The buyer seeks to close the sale on January 6, 2005, one day after this Court's
28

1 hearing on January 5, 2005 and the first business date that the sale can close under the 15 day
2 appraisal period. Any delay would irreparably harm Jean.

3 19. Angel seeks this Court's orders to prevent Michael from placing the proceeds in the
4 Tennessee court's hands so that Jean will be denied the use of her assets. If Michael has claims to
5 make against the proceeds, he should make them in Nevada where Jean's assets are before this Court.

6 20. Michael sought this Court's orders and subjected himself to its authority when he
7 sought and was appointed Jean's temporary co-guardian over Jean's estate. He continues to seek this
8 Court's order appointing him as general Co-guardian of Jean's estate. Michael entered a valid and
9 binding stipulation before this Court whereby he agreed to be bound by Ms. Tyrell's recommendation
10 about the sale of the LLC's Tennessee real property.

11 21. Angel and Jean ask this Court to hold Michael to his agreement. Angel and Jean ask
12 this Court to deny Michael's petition to be appointed as Jean's guardian, not only because of his
13 breach of his fiduciary obligations to Jean in his capacity as President of the Mills, but because his
14 misrepresentations and omissions to this Court make him unfit to be her guardian.

15 22. Angel and Jean ask this Court to order Michael to refrain from any action or request
16 to any Court, including the Chancery Court of Wilson County, Tennessee at Lebanon in Civil Action
17 No.:04-418, known as Michael A. Echevarria, Plaintiff v. The Mills at Lebanon, LLC, to prevent or
18 stay the payment of the proceeds of such sale to any person, Court or entity other than Angel
19 Echevarria, successor trustee of the Jean R. Echevarria Trust dated November 14, 1997 and that this
20 Court order that the proceeds be paid to Angel Echevarria. The Echevarrias allege that Michael
21 enters these proceedings with unclean hands. Michael should not be allowed to mislead this Court
22 and to profit from his unsubstantiated actions which are simply designed to benefit his self interest
23 at Jean's expense.

1 23. Angel and Jean contend that Michael stipulated to be bound by Ms. Tyrell's
2 recommendations with regard to the sale. Having so agreed, the Nevada Supreme Court would
3 direct that Michael be bound to his agreement and not be allowed to simply ignore this stipulation:
4

5 Stipulations are of an inestimable value in the administration of
6 justice (Hayes v. State, 252 A.2d 431 (N.H. 1969)), and valid
7 stipulations are controlling and conclusive and both trial and
8 appellate courts are bound to enforce them. Burstein v. United
9 States, 232 F.2d 19 (1956); Foot v. Maryland Casualty Company,
10 186 A.2d 255 (Pa. 1962) Second Baptist Church v. Mount Zion
11 Baptist Church, 86 Nev. 164, 172, 466 P.2d 212 (1970).
12

13 There is no basis for Michael to seek to set this stipulation aside. Michael has not submitted
14 to this Court any basis for a claim that he will be irreparably injured if he is not held to his
15 stipulation.
16

17 Most importantly, equity demands that Michael be held to his stipulation. When he entered
18 this agreement, Michael knew that, at his request, the Tennessee courts restrained the sale of the
19 property until December 17, 2004. Angel and Jean did not. Nonetheless, Michael entered this
20 Agreement. Ms. Tyrell found the sale to be in Jean's best interest. Having agreed to be bound by Ms.
21 Tyrell's decision, Michael should not benefit from being able to avoid its consequences.
22

23 24. Jean's financial future is at risk. Therefore, Jean and Angel ask this Court to act in her
24 interests.
25

26 For all of these reasons, Angel and Jean hereby supplement their earlier proceeding and ask:
27 this Court to:
28

- 1 1. Dismiss these Guardianship proceedings; or alternatively,
- 2 2. Appoint ANGEL ECHEVARRIA as general guardian of the Person and Estate of
3 JEAN R. ECHEVARRIA;
- 4 3. Enforce as valid and binding the December 8, 2004 stipulation entered into by and

1 between MICHAEL ECHEVARRIA and ANGEL ECHEVARRIA in this Court by:

2 (a) issue this Court's orders adopting the December 15, 2004 recommendation
3 by Elyse Tyrell that the real property owned by the Mills of Lebanon, LLC be sold; and
4

5 (b) order that MICHAEL ECHEVARRIA take no action or make any request to any
6 Court, including the Chancery Court of Wilson County, Tennessee at Lebanon in Civil Action
7 No.:04-418, known as Michael A. Echevarria, Plaintiff v. The Mills at Lebanon, LLC, to prevent or
8 stay the payment of the proceeds of such sale to any person, Court or entity other than Angel
9 Echevarria, successor trustee of the Jean R. Echevarria Trust dated November 14, 1997; and
10

11 4. Any and other relief that this Court deems necessary and appropriate.

12 Dated this 22 day of December, 2004.

13 LIONEL SAWYER & COLLINS

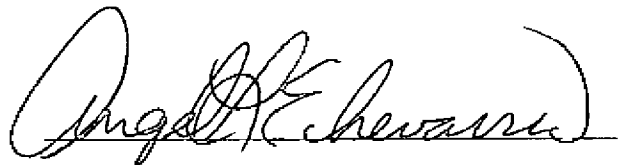
14
15 By Mark A. Solomon
16 MARK A. SOLOMON, ESQ.
17 Nevada State Bar No. 0418
18 ELIZABETH BRICKFIELD, ESQ.
19 Nevada State Bar No. 6236
20 300 South Fourth Street
21 Las Vegas, Nevada 89101
22 Attorneys for Angel Echevarria
23
24
25
26
27
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VERIFICATION

ANGEL ECHEVARRIA, whose address is 12 Desert Highlands Drive, Henderson, NV 89052 declares under penalties of perjury of the State of Nevada:

That she is the Petitioner who makes the foregoing SUPPLEMENT TO OPPOSITION TO APPOINTMENT OF MICHAEL A. ECHEVARRIA AND NEVADA CARE MANAGEMENT, INC. AS TEMPORARY GUARDIANS OF THE ESTATE OF JEAN RUTH ECHEVARRIA; PETITION FOR APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE PERSON OF JEAN RUTH ECHEVARRIA; OPPOSITION TO APPOINTMENT OF GUARDIAN OF THE ESTATE OR ALTERNATIVELY FOR THE APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE ESTATE; REQUEST FOR COURT ORDER ADOPTING FINDINGS OF ELYSE TYRELL; that she has read said supplement to the opposition and petition and knows the contents thereof, and that the same is true of her own knowledge except for those matters stated on information and belief, and that as to such matters she believes it to be true.

DATED this 22 day of December, 2004.

A handwritten signature in cursive script, appearing to read "Angel Echevarria", written over a horizontal line.

ANGEL ECHEVARRIA

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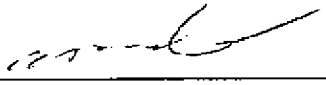
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1 MICHAEL A. ECHEVARRIA
2 NEVADA CASE MANAGEMENT, INC.
3 c/o Kim Boyer, Esq.
4 Bolick Boyer & Goodsell
5 6060 West Elton, Suite A
6 Las Vegas, NV 89107

7 Elyse M. Tyrell, Esq.
8 8367 West Flamingo, #100
9 Las Vegas, NV 89147


An Employee of
LIONEL SAWYER & COLLINS

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Prepared By:
Jeffrey L. Burr & Associates
4455 S. Pecos
Las Vegas, Nevada 89121

When Recorded, Mail to:
Jeffrey L. Burr & Associates
4455 S. Pecos
Las Vegas, Nevada 89121

AFFIDAVIT OF SUCCESSOR TRUSTEE

STATE OF NEVADA)
) SS:
COUNTY OF CLARK)

ANGEL L. ECHEVARRIA, being first duly sworn, deposes and says as follows:

1. That JEAN R. ECHEVARRIA created the "JEAN R. ECHEVARRIA TRUST" dated May 30, 2000, and amended on June 14, 2001, wherein JEAN R. ECHEVARRIA was designated as the original Trustor of the trust.

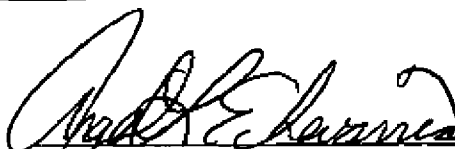
2. That on November 11, 2004, JEAN R. ECHEVARRIA was deemed legally incapacitated by two licensed physicians. Copies of the Physician's certifications of incapacity are attached hereto as Exhibits "1" and "2".

3. That JOSEPH "RENT" MARTINEZ. is named in the trust instrument to act as the Successor Trustee of the Trust. JOSEPH "RENT" MARTINEZ has declined to serve as Successor Trustee, and has signed a Declination which is attached hereto as Exhibit "3".

4. That ANGEL L. ECHEVARRIA hereby files this Affidavit and accepts the office of the Successor Trustee of the "JEAN R. ECHEVARRIA TRUST" dated May 30, 2000.

5. No real property was conveyed to the "JEAN R. ECHEVARRIA TRUST" dated May 30, 2000.

Dated: 11-30-04

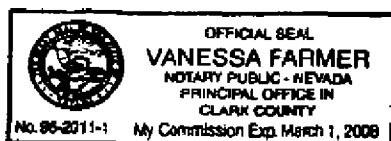


ANGEL L. ECHEVARRIA, Successor Trustee

SUBSCRIBED and SWORN to before me
this 20 day of November, 2004.



NOTARY PUBLIC



DECLINATION OF SUCCESSOR TRUSTEE

The undersigned, having been designated to serve as a Successor Trustee of the "JEAN R. ECHEVARRIA TRUST" dated May 30, 2000, hereby declines to serve as a Successor Trustee of the "JEAN R. ECHEVARRIA TRUST ", dated May 30, 2000.

DATED: November 28, 2004


JOSEPH "BENT" MARTINEZ
ANTONIO

NEVADA NEUROLOGICAL CONSULTANTS, LTD.

880 Seven Hills Drive, Suite 200

Henderson, NV 89052

(702) 731-9110

November 11, 2004

RE: PATIENT: ECHEVARRIA, JEAN

To Whom It May Concern:

Jean Echevarria is my patient. She has dementia. I have not seen her in some time but at today's visit it was apparent that Jean's condition is worsening. She has dementia, and she may have Alzheimer's disease. Her Mini-mental status exam shows some worsening. At today's visit, her score is 24 out of 30. At the present time, given her worsening memory and cognition I have suggested to Jean and her family that she have someone appointed to handle her personal affairs with respect to power of attorney. She clearly needs someone to assist her in handling her affairs. As I understand it, she has fairly complex financial affairs. I do not believe with her memory as impaired as it is that she can reliably handle any complex financial issues. Someone is going to need to take over the management of her financial affairs, and I would advocate that someone be appointed to handle her interests. Should there be further questions, please contact me.

Sincerely,



Steven A. Glyman, M.D.

SAG/cfb

#12046

Lawrence M. Allen, M.D.
Edward C. Barrera, M.D.
Debra Baylor, M.D.
Victor J. Damsel, M.D.
Dina S. Burke, M.D.
Howard Carter, M.D.
Michelle Conger, D.O.
Joseph A. DeChellis, M.D.

Diagnostic Center of Medicine

Daryl C. Ficklin, D.
Jennifer Leopold, M.
Carolyn J. McKelvie, M.
Quinn R. Neibour, M.
Carmelo V. Rilem, M.
William J. Schofield, Jr., M.
Ashish Sharma, M.
Mervyn D. Willard, M.

November 17, 2004

To Whom It May Concern:

RE: JEAN ECHEVARRIA

The patient is a 76-year-old white female, with a diagnosis of Alzheimer's dementia. She has been followed by neurology who has been prescribing her medications for dementia.

Unfortunately, over the past several months, her mental status has been in the decline, and she is being constantly monitored by her relatives. It would seem prudent at this time that a guardian be assigned to this patient to help make medical and financial decisions.

Sincerely,


Daryl Ficklin, D.O.

DF/cfb

GOLDENING
Goldenring Medical Plaza
2010 Goldenring Ave., Ste. 100
Las Vegas, Nevada 89108
(702) 366-0840

GREEN VALLEY
861 Coronado Center Drive
Suite 100
Henderson, Nevada 89052
(702) 454-1322

SPRING VALLEY
5380 S. Rainbow Blvd.
Suite 120
Las Vegas, Nevada 89118
(702) 233-3444

ADMINISTRATIVE OFFICE
1640 Alde Drive
Suite 2
Las Vegas, Nevada 89106
(702) 566-2088

2

1 MARK A. SOLOMON, ESQ.

Nevada State Bar No. 0418

2 ELIZABETH BRICKFIELD, ESQ.

Nevada State Bar No. 6236

3 LIONEL SAWYER & COLLINS

1700 Bank of America Plaza

4 300 South Fourth Street

5 Las Vegas, Nevada 89101

(702) 383-8888

6 Attorney(s) for Respondent

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13 DISTRICT COURT
14 CLARK COUNTY, NEVEDA

15 In the matter of the Guardianship
16 of the Estate of

17 JEAN RUTH ECHEVARRIA

Case No.: G27262
Dept. No.: E

18 DECLARATION OF MARC ASHEGHIAN

19 Date: December 7, 2004
Time: 9:00 __a.m.
20 Dept: E

21
22 I, MARC ASHEGHIAN, declare as follows:

23 1. I am certified public accountant, duly licensed to practice in the State of California, and have
24 done accounting and financial planning for Jean R. Echevarria for over one year. I also represent Jean
25 Echevarria in relation to constructing profit/loss statements and balance sheets concerning her
26 property known as The Mill at Lebanon located at 218 North Maple Street, Lebanon, Wilson County,
27 Tennessee ("The Mill"). As such I have personal knowledge of the facts set forth herein that I know
28

1 to be true and correct and, if called as a witness, I could and would competently testify under oath,
2 with respect to the following:

3 2. Since being introduced to Jean and Angel Louise Echevarria by Darius A. Baghai, Esq., I
4 have reviewed Jean's financial and tax matters. I determined that Jean's primary source of income
5 was from the property located at 3820 Union Pacific Avenue and 3875 Noakes Street, Los Angeles,
6 California 90023 ("Union Pacific Property"), which she co-owns with her ex-husband Angel M.
7 Echevarria. I also determined that she had been and would continue to lose large amounts of money
8 from her property in Tennessee. Although I am still trying to account for the total amount of money
9 spent by Jean on the purchase, remodeling, mortgage, taxes, and maintenance of the property, I
10 estimate that she has lost hundreds of thousands of dollars. The Mill has put her in a very risky
11 financial position given that it has not been cash flow positive, and that it has created liabilities. In
12 early 2004, I advised both Jean and Angel Louise to try to sell The Mill at the best price they could
13 and decrease their risk exposure.

14 3. Soon after I was asked to review financial information for The Mill, I realized that, in fact,
15 little to no accounting, or any financial statement had been done for the property since the purchase.
16 Although Michael Echevarria was the property manager, he had not provided any statements
17 indicating profits/losses, receipts for capital improvements, or rent rolls. I was asked to account for
18 past years financials so that it could be shown to potential buyers. In attempting to obtain the
19 financial information, Michael Echevarria, although seeming to cooperate, would only provide
20 incomplete or inconsistent information. Consequently, it has taken months longer than we
21 anticipated. There are still expenses and costs for which we do not have proper documentation. I
22 understand that Jean must now pay the Bank of Nashville and the tax collectors in Lebanon, which
23 are some of the risk issues I wanted them to avoid through an early sale.

24 4. At all times in my representation of Jean and in the few personal meetings I have had with
25 Jean Echevarria, she used Angel Louise as her intermediary. In fact, Angel Louise accompanied Jean
26 from Nevada and attended all in-person meetings with Jean. Michael Echevarria's name was only
27 mentioned in relation to the management of The Mill. At no time did Jean suggest that she wanted
28

1 Michael Echevarria to be present or informed of her financial information.

2
3 I declare under penalty of perjury under the laws of the State of California the foregoing is
4 true and correct and that I have executed this document on the December 7, 2004, at Los Angeles,
5 California.

6 
7 MARC ASHEGHIAN
8 Declarant
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1 MARK A. SOLOMON, ESQ.
2 Nevada State Bar No. 0418
3 ELIZABETH BRICKFIELD, ESQ.
4 Nevada State Bar No. 6236
5 LIONEL SAWYER & COLLINS
6 1700 Bank of America Plaza
7 300 South Fourth Street
8 Las Vegas, Nevada 89101
9 (702) 383-8888

10 Attorney(s) for Respondent

11 DISTRICT COURT
12 CLARK COUNTY, NEVEDA

13 In the matter of the Guardianship
14 of the Estate of
15 JEAN RUTH ECHEVARRIA

Case No.: G27262
Dept. No.: E

DECLARATION OF DARIUS A. BAGHAI

Date: December 7, 2004
Time: 9:00 a.m.
Dept:

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20 I, DARIUS A. BAGHAI, declare as follows:

21 1. I am an attorney at law, duly admitted to practice before the Supreme Court of the State of
22 California, and am one of the attorneys for Jean R. Echevarria and Angel M. Echevarria (Jean's ex-
23 husband) in the California Superior Court case of 99~~t~~ *Only Stores, Inc. vs. Angel M. and Jean*
24 *Echevarria*, Case No BC307817, and have been representing them for over one year. I also represent
25 Jean Echevarria in relation to a variety of real estate matters concerning her property known as The
26 Mill at Lebanon located at 218 North Maple Street, Lebanon, Wilson County, Tennessee ("The
27 Mill"). As such I have personal knowledge of the facts set forth herein that I know to be true and
28 correct and, if called as a witness, I could and would competently testify under oath, with respect to

1

DECLARATION OF DARIUS A. BAGHAI

1 the following:

2 2. Since being retained by Angel M. and Jean Echevarria in late September 2003 I have had
3 many occasions to communicate with her regarding matters dealing with the Property located at 3820
4 Union Pacific Avenue and 3875 Noakes Street, Los Angeles, California 90023 ("Union Pacific
5 Property") in which she is a co-owner. Because Jean Echevarria had been diagnosed with
6 Alzheimer's/dementia, and, although she was still able to understand issues and make decisions, she
7 did require assistance. Her daughter Angel Louise Echevarria was selected by Jean Echevarria to be
8 her intermediary in relation to all matters that I have worked on for Jean. In fact, to the best of my
9 knowledge Michael Echevarria was not involved in Jean's daily financial and legal matters. In
10 December 2003 99¢ Only Stores, Inc. ("99¢") filed a lawsuit regarding the sale of the Union Pacific
11 Property. Angel Louise Echevarria has been the primary contact for Jean in regards to all matters
12 dealing with this litigation and the Union Pacific Property, as well as The Mill at Lebanon.

13 3. In November 2003 Angel Louise Echevarria called me and asked me to help her with a loan
14 that was coming due for The Mill at Lebanon. The Mill had been purchased on the advice of Michael
15 Echevarria sometime in late 2000 or early 2001 and had only lost money up to that time. The Bank
16 of Nashville, who was the mortgage holder, was unhappy with the consistently late mortgage
17 payments, and was inclined to call the loan due when it matured in late December 2003. At that time,
18 there were no potential buyers and Jean could not afford to pay in excess of \$590,000 to the Bank of
19 Nashville, in addition to what her accountant estimates to be hundreds of thousands spent on
20 remodeling and mortgage payments. As requested by Angel Louise, I negotiated with the Bank of
21 Nashville where Jean Echevarria would pay down the loan by about \$50,000, would bring the
22 payments current (given that Michael Echevarria had not yet paid any of the mortgage payments
23 from the revenues of The Mill), and in return the Bank of Nashville would extend the Loan to
24 December 2, 2004. I advised Angel Louise and Jean that this would allow them time to find a buyer
25 for The Mill and that they needed to immediately obtain all the rent rolls, profit/loss statements, and
26 balance sheets from Michael Echevarria who was the property manager and president of The Mill at
27 Lebanon, LLC. As it turned out, no accounting had been done for The Mill in years, and, in fact, The
28 Mill had been a money pit for Jean since the beginning.

1 4. In late 2003, I introduced Jean to Marc Asheghian, an accountant and tax-planning expert in
2 Los Angeles with The Tax Consultancy Group. Mr. Asheghian worked with Angel Louise and Jean
3 to review Jean's income tax and provide financial planning. In addition, Mr. Asheghian, in early
4 2004, began working with Angel Louise and Michael Echevarria to construct necessary financial
5 documents for The Mill at Lebanon. The process of completing The Mill's financials has taken
6 months longer than necessary due to the fact that the financial information that Michael Echevarria
7 provided was incomplete, inconsistent, or incorrect. In fact, the financial statements are just now
8 being completed. During the first few months of 2005 Michael Echevarria discouraged Angel Louise
9 and Jean from looking for a real estate broker and any buyer.

10 5. In the summer of 2004 Angel Louise, on behalf of Jean, interviewed and selected a real estate
11 agent by the name of Mike Walker with Cumberland Real Estate in Lebanon, TN. Soon thereafter a
12 real estate developer put in an offer to purchase the property for \$1,000,000.00, and wrote a check for
13 \$100,000.00 as a deposit. Michael Echevarria insisted that this was an extremely low price, and stated
14 that he was unwilling to sell The Mill at this price. Several other interested parties looked at The Mill
15 but because of reasons ranging from a lack of positive cash flow to the fact that large parts of The
16 Mill are unoccupied and need extensive repairs. Finally, a buyer gave an offer for about \$950,000.00
17 knowing that the Mill needed extensive remodeling, but after inspections and the discovery that the
18 buildings needed hundreds of thousands of dollars of repairs he adjusted his offer to \$850,000.00.

19 6. At or about September 2004 Mike Walker called me and informed me that he had just
20 discovered that there was a pending tax sale for The Mill and that it was about to be published in the
21 local newspaper. He also stated that this could potentially decrease the value of The Mill even
22 further. I called Mr. Rochelle, Esq., the attorney representing the tax collectors in Lebanon, TN, and
23 he informed me that property taxes had not been paid for over two years and that that 2004 taxes
24 would make it three years of taxes that would be due. After explaining that we have a pending sale,
25 Mr. Rochelle agreed to postpone the tax sale so that we could proceed. I informed Michael
26 Echevarria of both the issues of the Bank of Nashville loan due date and the tax sale. Apparently, he
27 had been aware that the taxes had not been paid.

28 7. Michael Echevarria continued to disagree that The Mill should be sold for \$850,000.00 and

1 argued that a train station that was to be built nearby would increase the property values. I
2 encouraged him to find alternative possibilities or other buyers. We spoke with an appraiser, Mr.
3 Clint Storey, which Michael had worked with in the past so that we could possibly reappraise The
4 Mill taking the train station into consideration. However, that could not be done in the time frame (it
5 would take weeks of research and thousands of dollars) that was available and the appraiser stated
6 that train station's effect was very difficult to ascertain. Michael and I also had a conference call with
7 Charles Sanger, a real estate broker and investor, who stated that the train station would not affect the
8 property value of the Mill for years because it was going to be such a low volume commuter train.
9 Mr. Sanger also stated that The Mill was a unique property and that it would take time to find a buyer
10 with vision to pay top dollar for The Mill.

11 8. Michael Echevarria then stated in October 2004 that he thought his mother was incompetent
12 and that any contract she signed could not be valid. This was the first time he had raised this issue. I
13 informed the buyer's agent of this fact, and suggested to Angel Louise to contact her estate lawyer in
14 Nevada to resolve how to determine her competence and how to determine who would be her
15 guardian or conservator.

16 9. I wrote several letters in November 2004 to Michael and Jean Echevarria regarding the sale of
17 the property and the possible problems that may arise if Jean does not sell the property. I have
18 attached true copies of those letters to this declaration as Exhibits "1" through "3." Exhibit "1" is a
19 true copy of my faxed letter dated November 5, 2004 to Michael Echevarria. This November 5th
20 letter was attached to the Petitioner's Exparte Motion and it was modified/redacted in order
21 not show all of the relevant parts of my letter. Exhibit "2" is a true copy of a faxed letter dated
22 November 9, 2004 to Michael Echevarria. Exhibit "3" is a true copy of a faxed November 12, 2004
23 letter to Michael Echevarria.

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1 I declare under penalty of perjury under the laws of the State of California the foregoing is true and
2 correct and that I have executed this document on the December 7, 2004, at Los Angeles, California.
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DARIUS A. BAGHAI
Declarant

5

DECLARATION OF DARIUS A. BAGHAI

EXHIBIT 1

4

CORBIS & FERRUM

ATTORNEYS & CONSULTANTS AT LAW

FAX SHEET

TO: Michael Echevarria
(615) 453-5143Fax

FROM: Darius A. Baghai, Esq.
(310) 622-8799

RE: Letter re The Mill and Jean capacity

DATE: November 5, 2004

OF PAGES: 4 pages total (including cover page).

NOTES:

This message is only for the use of the individual or entity to which it is addressed, and it may contain information that is privileged or confidential. Do not copy or distribute this communication, or disseminate its information unless you are the addressee, his/her/its agent or employee with the authority to do so. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

144 S. Palm Drive, First Floor, Beverly Hills, CA 90212

Fax: (310) 861-9061, Tel.: (310) 622-8799

CORBIS & FERRUM

VIA US CERTIFIED MAIL & FAX
November 5, 2004

Michael Echevarria
The Mill
300 North Maple Street
Lebanon, TN 37087

Angel Louise Echevarria
12 Desert Highland Drive
Henderson, NV 89052

RE: Real Estate deal for The Mill At Lebanon and Jean Echevarria.

Dear Michael & Angel,

Yesterday I had a long conversation with Michael regarding the sale of the Lebanon, Tennessee property known as The Mill. It is Michael's opinion that The Mill is worth more than the current \$850,000 offer that we have even though property taxes have not been paid in close to three years, bank notes are due in six weeks, and financial information is still incomplete. Mike Walker confirmed that although we had a \$1 million written offer with a \$100,000 earnest money check provided to given to him several months ago (see attached documents), that written offer was turned down based on Michael Echevarria's insistence.

So far only one buyer has accepted to purchase the property for \$850,000 in "as is" condition. Because Michael has raised the issue that Jean Echevarria is not legally competent to take care of her own financial affairs, the issue is raised whether the contract signed by Jean is enforceable. As her attorney I have recently seen that her Alzheimer's condition has worsened. I recommend that you consult an attorney in Nevada regarding setting up a guardian or conservatorship for Jean - a recommendation I had made some time ago. It is possible that Jean's will or trust documents may provide for guidelines that deal with her mental or physical incapacity. I am not an expert in legal capacity, but I do see that she has significant memory problems.

Consequently, I am required to inform you that you should inform the Buyer of The Mill that there may be a dispute as to whether Jean had the capacity to sign the contract. The sooner you give him this notice the less damages he may incur and the less possibility of a lawsuit. I also realize that the Bank of Nashville will be requiring full payment of their debt by the end of December. Angel has been working hard to sell this property before the debt is due given that Jean is not in any financial position to continue funding the losses. It appears that Angel has consulted accountants, several brokers, and attorneys in order to determine the best possible advice for Jean.

Los Angeles
144 S. Palm Dr., First Floor, Beverly Hills, CA 90212

Washington, D.C.
Tel: (310) 622-8799

Because Michael is the property manager and has a fiduciary duty to Jean, and because Angel has been acting as an intermediary for Jean, I ask both of you to consider the best possible path. Please call me before end of day on Monday November 8, 2004. I will have to inform the Buyer by that day unless one of you inform me that she has legal capacity or you have legal authority to decide for her.

Please contact your estate attorney to determine incapacity issues.

Sincerely,



Darius A. Baghai
Attorney at Law

Los Angeles
144 S. Palm Dr., First Floor, Beverly Hills, CA 90212

Washington, D.C.
Tel: (310) 622-8799

002/017

11/05/2004 15:41 FAX 815448585

CUMBERLAND REALTY

015/017

VASTOLA & ASSOCIATES INC.
1831 HEDGECOCK WAY
LEBANON, TN 37037

3412

Date 5-16-04

87-002/041

Pay to the Order of Cumulative Fund Capital \$100,000

Deborah L. Bond Deborah L. Bond

Academy

Bank

For deposit only for T. All MLL

2064.1085242 4519850 1412

HP LaserJet 3330

1Voq
310-622-8799
Nov-5-2004 3:12PM



Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
352	11/ 5/2004	3:09:31PM	Send	16154535143	2:57	5	OK

CORBIS & FERRUM**FAX SHEET**

TO: Adhoni Esheworth
(615) 453-5143Ran

FROM: Darin A. Baghai, Esq.
(310) 612-8799

RE: Letter re The Mill and John Caputo

DATE: November 5, 2004

OF PAGES: 4 pages total (including cover page).

NOTES:

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144 S. Palm Drive, First Floor, Beverly Hills, CA 90232

Fax: (310) 612-8799, Tel: (310) 612-8799

EXHIBIT 2

CORBIS & FERRUM

LITIGANTS & CONSULTANTS OF LAW

FAX SHEET

TO: Michael Echevarria
(615) 453-5143

FROM: Darius A. Baghai, Esq.
(310) 622-8799

RE: The Mill at Lebanon

DATE: November 9, 2004

OF PAGES: 2 pages total (including cover page).

NOTES:

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144 S. Palm Drive, First Floor, Beverly Hills, CA 90212

Fax: (310) 861-9061, Tel.: (310) 622-8799

CORBIS & FERRUM

~~CONFIDENTIAL & UNCLASSIFIED~~

FAX SHEET

TO: Jean & Angel L. Echevarria
(702) 914-3448

FROM: Darius A. Baghai, Esq.
(310) 622-8799

RE: The Mill at Lebanon, Letter to Michael Echevarria

DATE: November 9, 2004

OF PAGES: 2 pages total (including cover page).

NOTES:

This message is only for the use of the individual or entity to which it is addressed, and it may contain information that is privileged or confidential. Do not copy or distribute this communication, or disseminate its information unless you are the addressee, his/her/its agent or employee with the authority to do so. If you have received this communication in error, please notify us immediately by telephone and return the original message to use at the above address via the U.S. Postal Service. Thank you.

CORBIS & FERRUM

INTERVIEW & COLLECTORIAL

VIA FAX

November 9, 2004

Michael Echevarria
The Mill at Lebanon

Dear Michael,

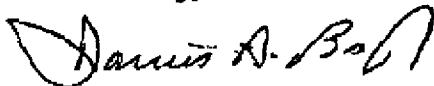
For the last several weeks you have said that you will talk to appraisers and look for other Buyers for The Mill at Lebanon. As you know, the property has three years of losses, and only several months of positive cash flow. We are facing a default on the Bank of Nashville this December, and a tax sale before then. The taxes have not been paid for the last several years and the Bank of Nashville is unwilling to consider any extensions or refinancing. As property manager you must help make the best decision for Jean Echevarria, your mother.

Last Friday you mentioned that you would contest the sale of the property to the only Buyer that is currently willing to buy this property based on the fact that you believe your mother is incapable of making any financial decisions regarding the property. As a result of our last two telephone conversations I have informed Jean's real estate agent, Mike Walker, that the contract may be contested and the he needs to inform the Buyer of this fact.

I have not yet received any information from you concerning working with other banks or buyers that would prevent Jean from defaulting on the property. Nor have I received any analysis from you that would demonstrate that this property is a good investment for your mother. I have asked for the names of banks and bank contacts that may consider refinancing, but you have insisted that you would like to take the lead.

Although Angel and Jean are meeting with Estate lawyers and doctors this week to determine how to handle her memory issues, time is of the essence for your help to prevent financial losses to Jean. Please call me and tell me whether you have any new ideas for the sale of this property or whether you are simply going to contest the sale without any alternatives.

Sincerely,



Darius A. Baghai
Attorney at Law

Cc: Jean & Angel L. Echevarria

Los Angeles
144 S. Palm Dr., First Floor, Beverly Hills, CA 90212

Washington, D.C.
Tel: (310) 622-8799

HP LaserJet 3330

1Voq
310-622-8799
Nov-9-2004 4:34PM



Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
366	11/ 9/2004	4:33:14PM	Send	16154535143	0:54	2	OK

CORBIS & FERRUM**FAX SHEET**

TO: Michael Babin
(615) 453-1343

FROM: Dennis A. Baghel, Esq.
(310) 632-8799

RE: The Mill at LeVaron

DATE: November 9, 2004

OF PAGES: 2 pages total (including cover page).

NOTES:

This message is only for the use of the individual or entity to which it is addressed, and it may contain information that is privileged or confidential. Do not copy or distribute this communication, or disseminate its information unless you are the addressee, have/has been an agent or employee with the authority to do so. If you have received this communication in error, please notify us immediately by telephone and return the original message to one of the above addressees via the U.S. Postal Service. Thank you.

100 E. Palo Alto, Palo Alto, Santa Clara, CA 95031

Fax (310) 632-8799, Tel (310) 632-8799

HP LaserJet 3330

iVoc
310-622-8799
Nov-9-2004 4:36PM



Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
367	11/ 9/2004	4:34:52PM	Send	17029143448	1:25	2	OK

CORBIS & FERRUM

FAX SHEET

TO: Juan A. Angel L. Schwartz
(702) 914-3448

FROM: Dafni A. Baghel, Esq.
(310) 622-8799

RE: The MIB of Lebanon, Letter to Michael Schwartz

DATE: November 9, 2004

OF PAGES: 2 pages total (including cover page).

NOTES:

This message is only for the use of the individual or entity to which it is addressed, and it may contain information that is privileged or confidential. Do not copy or distribute this communication, or disseminate its information unless you are the addressee, his/her/its agent or employee with the authority to do so. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

141 S. Palm Drive, First Floor, Beverly Hills, CA 90213

Fax: (310) 622-8661, Tel: (310) 622-8799

EXHIBIT 3

CORBIS & FERRUM

EXHIBITS & COINTEGRATION LTD.

FAX SHEET

TO: Michael Echevarria
(615) 453-5143 Fax

FROM: Darius A. Baghai, Esq.
(310) 622-8799

RE: Summary of conference call with Charley

DATE: November 12, 2004

OF PAGES: 2 pages total (including cover page).

NOTES: Call me as soon as you can.

This message is only for the use of the individual or entity to which it is addressed, and it may contain information that is privileged or confidential. Do not copy or distribute this communication, or disseminate its information unless you are the addressee, his/her/its agent or employee with the authority to do so. If you have received this communication in error, please notify us immediately by telephone and return the original message to use at the above address via the U.S. Postal Service. Thank you.

144 S. Palm Drive, First Floor, Beverly Hills, CA 90212

Fax: (310) 861-9061, Tel.: (310) 622-8799

CORBIS & FERRUM

CORPUS & CONSULTANTS, P.C.

VIA FAX
November 12, 2004

Attn: Michael Echevarria
The Mill at Lebanon

Dear Michael:

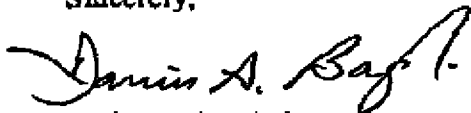
I called your phone number twice this morning, but it went to voice mail. Here is a summary of our conference call with your friend Charley (his last name escapes me at the moment) the top broker from Nashville. He clearly seemed very knowledgeable about commercial real estate in Tennessee, but was not completely aware of the condition of the property, the roofing and water damage problems, and the quality and value of improvements made to The Mill. Nevertheless, he understood the unique elements of the The Mill.

Charley mentioned several points that need to be seriously considered. First, he mentioned that selling this property would take time and that finding a buyer would not be easy. He said that he thought that there were probably less than ten such potential buyers in the Lebanon and Nashville areas. In addition, he agreed that if we file bankruptcy to avoid bank foreclosure that such a filing would decrease the value of the property. Similar to Mike Walker and others, Charley said that because we barely have been break-even for the last few months, that the buyers would not pay a substantial amount based on a revenue analysis. Surprisingly, he mentioned that he did not think that the train station would add much value to the area for at least a few years given that the traffic would be low.

Unfortunately, you, Jean and Angel Louise do not have the financial resources to spend hundreds of thousands of dollars to make additional improvements to the property, to find additional tenants, and to carry a mortgage. The resource limitations, the tax sale, and the bank pay (which was set last December) are very challenging issues. What did you think of Charley's analysis and what do you think we should do next?

Please call me as soon as possible.

Sincerely,



Darius A. Baghai
Attorney at Law

Cc: Jean Echevarria

Los Angeles
144 S. Palm Dr., First Floor, Beverly Hills, CA 90212

Washington, D.C.
Tel: (310) 622-8799

HP LaserJet 3330

1V0Q
310-622-8799
Nov-12-2004 11:07AM



Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
375	11/12/2004	11:06:31AM	Send	16154535143	1:00	2	OK

CORBIS & FERRUM**FAX SHEET**

TO: Michael Edwards
(615) 432-6443 Fax

FROM: Darin A. Baggett, Esq.
(310) 622-8799

RE: Summary of conference call with Charley

DATE: November 11, 2004

OF PAGES: 2 pages total (including cover page).

NOTES: Call was as such as you can.

This message is only for the use of the individual or entity to which it is addressed, and it may contain information that is privileged or confidential. Do not copy or distribute this communication, or disseminate its information, unless you are the addressee, his/her/its agent or employee with the authority to do so. If you have received this communication in error, please notify us immediately by telephone and return the original message to me at the above address via the U.S. Postal Service. Thank you.

144 S. Main Street, Suite 1000, Sunnyvale, CA 94086

Fax: (310) 622-8799, Tel: (310) 622-8799

5

ORIGINAL

670

PAG
KIM BOYER, ESQ.
Nevada Bar # 5587
BOLICK BOYER & GOODSELL
6060 West Elton, Suite A
Las Vegas, Nevada 89107
(702) 870-6060
Attorney for Petitioners

FILED

DEC 1 2 04 PM '04

Shirley L. Langston
CLERK

DISTRICT COURT
CLARK COUNTY, NEVADA

In the matter of the Guardianship of the
Estate of

JEAN RUTH ECHEVARRIA,

An Adult.

Case No.: G
Dept. No.: E

627262
E

Date of Hearing:
Time of Hearing: 9:00 a.m.

PETITION FOR APPOINTMENT OF TEMPORARY GUARDIANS OF ESTATE ONLY,
PETITION FOR APPOINTMENT OF GENERAL GUARDIANS OF ESTATE ONLY

Petitioner MICHAEL A. ECHEVARRIA respectfully represents to the Court
as follows:

1. Petitioner MICHAEL A. ECHEVARRIA is a resident of the State of
Tennessee, and resides at 300 North Maple Street, Lebanon, Tennessee 37087.
MICHAEL A. ECHEVARRIA's date of birth is October 4, 1950. NEVADA CARE
MANAGEMENT, INC. is licensed to do business in the State of Nevada, and has offices
at 6465 W. Sahara Avenue, Suite 103, Las Vegas, Nevada 89146.

2. JEAN RUTH ECHEVARRIA, the proposed adult ward ("Proposed
Ward"), was born on February 12, 1927, and is 77 years old. The Proposed Ward is a
resident of the State of Nevada, and resides at 12 Desert Highlands Drive, Henderson,
Nevada 89052.

1 have never been convicted of a felony or judicially determined to have committed
2 abuse, neglect or exploitation of a child, spouse, parent or other adult.

3 7. The proposed Guardians have not been suspended for misconduct
4 or disbarred from the practice of law, the practice of accounting or any other professions
5 which involve the management or sale of money, investments, securities, or real
6 property and requires licensure in Nevada or any other state.

7
8 8. The Proposed Ward is suffering from Alzheimer's Disease.
9 Petitioner MICHAEL A. ECHEVARRIA was informed that the Proposed Ward's Wells
10 Fargo Account and the Life Insurance Policy, with a cash surrender value totaling
11 approximately \$475,000.00 is gone. The Proposed Ward's accountant told MICHAEL
12 A. ECHEVARRIA "your sister burned it."

13
14 9. The Ward's commercial property held in the Proposed Ward's
15 Limited Liability Company ("LLC") is to be sold on Friday, December 3, 2004. The
16 Proposed Ward is the sole member of the LLC and the incorporation documents list her
17 residency in the State of Nevada (see Exhibit "1."). Petitioner MICHAEL A.
18 ECHEVARRIA is the President of the LLC, and is concerned with how the proceeds will
19 be used. A temporary guardian of the estate only must be appointed for the benefit of
20 the Proposed Ward with authority to exercise the right of the Proposed Ward as the sole
21 member and manager of the LLC relating to the sale of the commercial property. The
22 Proposed Ward lacks the capacity to respond to a substantial and immediate risk of
23 financial loss.

24
25 10. The Proposed Ward's daughter refuses to release any information
26 regarding the Proposed Ward, and therefore a Physician's Statement cannot be
27 obtained. An Affidavit will be submitted to this effect.

28
29 11. The Proposed Ward is a defendant in pending civil litigation in
30 California relating to her ownership of industrial land in Los Angeles valued at over ten
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4. For such other and further relief as the Court may deem proper.

DATED this 30 day of November, 2004.


MICHAEL A. ECHEVARRIA, Petitioner

Respectfully submitted,


KIM BOYER, ESQ.
Nevada Bar #5587
6060 West Elton, Suite A
Las Vegas, Nevada 89107
Attorney for Petitioners

VERIFICATION


STATE OF TENNESSEE
COUNTY OF WILSON

MICHAEL A. ECHEVARRIA, being first duly sworn, deposes and says:

I am the Petitioner in the above-entitled action; I have read the foregoing
Petition and know the contents thereof; the same are true to the best of my own
personal knowledge, except for those statements made upon information and belief,
and as to those matters, I believe them to be true.


MICHAEL A. ECHEVARRIA

SUBSCRIBED and SWORN to before
me this 30th day of DECEMBER, 2004.


NOTARY PUBLIC
WILSON CO. TENN.

6

CORBIS & FERRUM

ATTORNEYS & COUNSELLORS AT LAW

VIA US CERTIFIED MAIL & FAX

November 5, 2004

Michael Echevarria
The Mill
300 North Maple Street
Lebanon, TN 37087

Angel Louise Echevarria
12 Desert Highland Drive
Henderson, NV 89052

RE: Real Estate deal for The Mill At Lebanon and Jean Echevarria.

Dear Michael & Angel,

So far only one buyer has accepted to purchase the property for \$850,000 in "as is" condition. Because Michael has raised the issue that Jean Echevarria is not legally competent to take care of her own financial affairs, the issue is raised whether the contract signed by Jean is enforceable. As her attorney I have recently seen that her Alzheimer's condition has worsened. I recommend that you consult an attorney in Nevada regarding setting up a guardian or conservatorship for Jean -- a recommendation I had made some time ago. It is possible that Jean's will or trust documents may provide for guidelines that deal with her mental or physical incapacity. I am not an expert in legal capacity, but I do see that she has significant memory problems.

Los Angeles
144 S. Palm Dr., First Floor, Beverly Hills, CA 90212

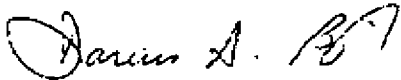
Washington, D.C.
Tel: (310) 822-8799

EXHIBIT "2"

Because Michael is the property manager and has a fiduciary duty to Jean, and because Angel has been acting as an intermediary for Jean, I ask both of you to consider the best possible path. Please call me before end of day on Monday November 8, 2004. I will have to inform the Buyer by that day unless one of you inform me that she has legal capacity or you have legal authority to decide for her.

Please contact your estate attorney to determine incapacity issues.

Sincerely,



Darius A. Baghai
Attorney at Law

Los Angeles
144 S. Palm Dr., First Floor, Beverly Hills, CA 90212

Washington, D.C.
Tel: (310) 622-8299

7

FILE COPY

IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE

MICHAEL A. ECHEVARRIA,

Plaintiff

v.

Civil Action No. 04418

THE MILL AT LEBANON, LLC,

Defendant.

COMPLAINT

FILED
A.M. DEC 02 2004 P.M.
9:15
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO, TN

Comes the Plaintiff, Michael A. Echevarria, and sues the Defendant, The Mill at Lebanon, LLC, as follows:

1. Michael A. Echevarria is a citizen and resident of Wilson County, Tennessee residing at 300 North Maple Street, Lebanon, Wilson County, Tennessee.
2. The Mill at Lebanon, LLC is a Tennessee Limited Liability Company with its principle executive office at 12 Desert Highland Drive, Henderson, Nevada 89052.
3. The principle asset of the Defendant is real property located in Lebanon, Wilson County, Tennessee, described according to the attached exhibit which is incorporated herein by reference.
4. Plaintiff is the president of the LLC and pursuant to the Operating Agreement is vested with the authority to sign and deliver deeds and other documents concerning real estate. The owner of the LLC is Jean R. Echevarria, mother of the Plaintiff. It is believed that Ms. Echevarria suffers from Alzheimer's disease or other type of dementia and is incapable of handling her financial affairs. Ms. Echevarria resides at 12 Desert Highland Drive, Henderson, Nevada 89052.
5. There is being filed simultaneously with this action a Petition for Appointment of Temporary Guardians of Estate Only and Petition for Appointment of General Guardians of Estate Only in the District Court of Clark County, Nevada requesting that the Nevada state courts appoint a guardian for Ms. Echevarria.

6. Notwithstanding the fact that Plaintiff is the president of the LLC and Ms. Echevarria is suffering from dementia, Plaintiff was informed on November 29, 2004, that a contract for sale of the real property described above was pending and scheduled to close on December 3, 2004. Plaintiff has not been provided with a copy of any contract for sale of the above described property and does not know its terms and conditions and does not believe that Ms. Echevarria is mentally capable of executing and understanding such a contract.

7. Although Plaintiff is not an owner of the LLC, he does actively manage the property on a daily basis and has invested approximately Two Hundred Thousand Dollars (\$200,000.00) of his personal funds in the improvements to the above described real property.

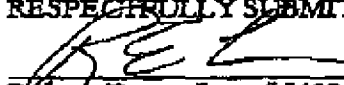
8. Due to the above, Plaintiff believes that he will suffer immediate and irreparable harm before notice can be given and a hearing held in the event the proposed sale is not enjoined.

WHEREFORE, PLAINTIFF PRAYS

1. That proper process issue and be served upon Defendant and it be required to answer.
2. That the sale of the real property described herein be enjoined.
3. That Plaintiff have all further and general relief.

THIS IS THE FIRST APPLICATION FOR A RESTRAINING ORDER IN THIS CAUSE

RESPECTFULLY SUBMITTED,


Robert Evans Lee, #5629
Lee & Lee Attorneys at Law, P.C.
Attorneys for Plaintiff
109 East Gay Street
Lebanon, TN 37087
615/ 444-3900

I am surety for the costs of this cause.


Robert Evans Lee
Lee & Lee Attorneys at Law, P.C.


STATE OF TENNESSEE
COUNTY OF WILSON

I, Michael A. Echevarria, after first being duly sworn, according to law, make oath that the statements in his foregoing Complaint, made as of his own knowledge, are true, and those made as on information and belief, he believes to be true. Witness my hand this the 1 day of December 2004.



Plaintiff

SWORN to and subscribed before me this 1st day of December 2004.



Notary Public

My Commission Expires: 3-27-06 -



Gen/echevarriacomplaint

EXHIBIT A

LEGAL DESCRIPTION

FILED
A.M. DEC 02 2004 P.M.
9:15
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO, TN

BEING a parcel of land in the Tenth Civil District of Wilson County, City of Lebanon, Tennessee, located on the westerly margin of North Maple Street north of West Main Street and being more particularly described as follows:

BEGINNING at an iron pin in the west margin of North Maple Street at the northeast corner of herein described tract;

Thence, with the westerly margin of North Maple Street, S04 degrees 16'12"W, 353.60 feet to an iron pin;

Thence, continuing with said margin, S03 degrees 19'53"W, 269.86 feet to an iron pin;

Thence, leaving said margin with the north line of Timothy A. Edwards of record in Deed Book: 457, page 665, R.O.W.C., N84 degrees 26'04"W, 222.71 feet to a 10" wood post;

Thence, S03 degrees 23'56"W, 38.00 feet to a point in the center of Sinking Creek;

Thence, with the center of said creek, N62 degrees 07'08"W, 173.22 feet to a point;

Thence, leaving said creek, S07 degrees 18'09"W, 31.00 feet to an iron pin in northerly margin of CSX Transportation Railroad;

Thence, with said margin and a curve concave to the south having a central angle of 15 degrees 06'28", a radius of 1004.93 feet and a chord of N44 degrees 57'42"W, 264.23 feet for an arc length of 264.98 feet to an iron pin;

Thence, S07 degrees 31'12"W, 28.94 feet to an iron pin;

Thence, with a curve concave to the south having a central angle of 08 degrees 47'00", a radius of 979.93 feet and a chord of N55 degrees 57'10"W, 150.07 feet for an arc length of 150.22 feet to an iron pin;

Thence, N60 degrees 26'47"W, 408.53 feet to an iron pin in the easterly margin of North Greenwood Street;

Thence, with said margin and a curve concave to the east having a central angle of 05 degrees 44'40", a radius of 542.96 feet and a chord of N09 degrees 11'07"E, 54.41 feet for an arc length of 54.44 feet to a point;

Thence, leaving said margin, S84 degrees 47'41"E, 26.05 feet to a point;

Thence, N05 degrees 00'53"E, 40.00 feet to an iron pin;

Thence, N84 degrees 40'26"W, 19.58 feet to an iron pin in the east margin of North Greenwood Street;

BK 818 PG 2501

Thence, with a curve concave to the east having a central angle of 34 degrees 05'30", a radius of 542.96 feet and a chord of N33 degrees 22'56"E, 318.32 feet for an arc length of 323.07 feet to a point;

Thence, N50 degrees 24'50"E, 2.00 feet to an iron pin;

Thence, leaving said margin with the south line of a 12-foot alley, S82 degrees 55'10"E, 620.71 feet to an iron pin in the west line of BellSouth Mobility, Inc. of record in Deed Book 440, page 193, R.O.W.C.;

Thence, S09 degrees 17'27"W, 8.63 feet to an iron pin;

Thence, S82 degrees 49'05"E, 68.90 feet to an iron pin;

Thence, with Jerry B. Collis and wife, Robbie of record in Deed Book 458, page 24, R.O.W.C., and Larry Ferrell of record in Deed Book 449, page 505, R.O.W.C., S04 degrees 43'36"W, 107.33 feet to an iron pin;

Thence, with the south line Ferrell, S86 degrees 05'59"E, 235.03 feet to the point of beginning, containing 611,798 square feet or 14.05 acres, more or less.

ODMA\FCD\CSA\TL\391590\1

EXHIBIT A

LEGAL DESCRIPTION

2008/014
F 11 5
DEC 02 2004
BK 818 AM PG 2500 P.M.
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO, TN

BEING a parcel of land in the Tenth Civil District of Wilson County, City of Lebanon, Tennessee, located on the westerly margin of North Maple Street north of West Main Street and being more particularly described as follows:

BEGINNING at an iron pin in the west margin of North Maple Street at the northeast corner of herein described tract;

Thence, with the westerly margin of North Maple Street, S04 degrees 16'12"W, 357.60 feet to an iron pin;

Thence, continuing with said margin, S05 degrees 19'53"W, 269.86 feet to an iron pin;

Thence, leaving said margin with the north line of Timothy A. Edwards of record in Deed Book 457, page 665, R.O.W.C., N84 degrees 26'04"W, 222.71 feet to a 10" wood post;

Thence, S05 degrees 23'56"W, 38.00 feet to a point in the center of Sinking Creek;

Thence, with the center of said creek, N62 degrees 07'08"W, 173.22 feet to a point;

Thence, leaving said creek, S07 degrees 18'09"W, 31.00 feet to a iron pin in northerly margin of CSX Transportation Railroad;

Thence, with said margin and a curve concave to the south having a central angle of 15 degrees 06'28", a radius of 1004.93 feet and a chord of N44 degrees 57'42"W, 264.22 feet for an arc length of 264.98 feet to an iron pin;

Thence, S07 degrees 31'12"W, 28.94 feet to an iron pin;

Thence, with a curve concave to the south having a central angle of 08 degrees 47'00", a radius of 979.93 feet and a chord of N55 degrees 57'10"W, 150.07 feet for an arc length of 150.22 feet to an iron pin;

Thence, N60 degrees 26'47"W, 408.53 feet to an iron pin in the easterly margin of North Greenwood Street;

Thence, with said margin and a curve concave to the east having a central angle of 05 degrees 44'40", a radius of 542.96 feet and a chord of N09 degrees 11'07"E, 54.41 feet for an arc length of 54.44 feet to a point;

Thence, leaving said margin, S84 degrees 47'41"E, 26.05 feet to a point;

Thence, N05 degrees 00'53"E, 40.00 feet to an iron pin;

Thence, N84 degrees 40'26"W, 19.58 feet to an iron pin in the east margin of North Greenwood Street;

BK 818 PG 2501

Thence, with a curve concave to the east having a central angle of 34 degrees 05'30", a radius of 542.96 feet and a chord of N33 degrees 22'56"E, 318.32 feet for an arc length of 323.07 feet to a point;

Thence, N50 degrees 24'50"E, 2.00 feet to an iron pin;

Thence, leaving said margin with the south line of a 12-foot alley, S82 degrees 55'10"E, 620.71 feet to an iron pin in the west line of BellSouth Mobility, Inc. of record in Deed Book 440, page 193, R.O.W.C.;

Thence, S09 degrees 17'27"W, 8.63 feet to an iron pin;

Thence, S82 degrees 49'05"E, 68.90 feet to an iron pin;

Thence, with Jerry B. Collis and wife, Robbie of record in Deed Book 458, page 25, R.O.W.C., and Larry Ferrell of record in Deed Book 449, page 505, R.O.W.C., S04 degrees 43'36"W, 107.13 feet to an iron pin;

Thence, with the south line Ferrell, S86 degrees 05'59"E, 235.03 feet to the point of beginning, containing 611,798 square feet or 14.05 acres, more or less.

ADMAFPCDOCSA713915901

THIS INSTRUMENT PREPARED BY:
 Lee and Lee, Attorneys at Law, P.C.
 109 East Gay Street
 Lebanon, Tennessee 37087

FILED
 DEC 07 2004
 A.M. 1:15 P.M.
 BARBARA WEBB, CLERK & MASTER
 CHANCERY COURT WILSON CO. TN


ABSTRACT OF SUIT (LIENS LIS PENDENS)

Pursuant to Section 20-3-101, Tenn. Code Ann., notice is hereby given that Michael A. Echevarria, (hereinafter "Plaintiff") has filed a Complaint in the Chancery Court for the Wilson County, Tennessee, Civil Action No. 04418, against The Mill at Lebanon LLC seeking to enjoin the sale certain real property described below, located in Wilson County, Tennessee, and owned by The Mill at Lebanon LLC. Plaintiff filed said action on December 1st, 2004, and it is styled Michael A. Echevarria v. The Mill at Lebanon LLC.

Notice is further given that the Plaintiff claims a lien lis pendens upon said real property, the description of which is as follows:

See attached Exhibit.

IN WITNESS WHEREOF, this Abstract of Suit (Lien Lis Pendens) has been executed this the 1st day of December 2004.



 Michael A. Echevarria, Plaintiff

STATE OF TENNESSEE
 COUNTY OF WILSON

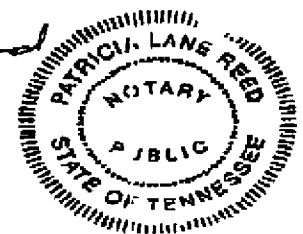
I, Michael A. Echevarria, after first being duly sworn, according to law, make oath that: I have read the foregoing Abstract of Suit (Lien Lis Pendens) and the facts set forth therein are true to the best of my knowledge, information and belief. Witness my hand this the 1st day of December 2004.


 Plaintiff

SWORN to and subscribed before me this 1st day of December 2004.


 Notary Public

My Commission Expires: 3-27-06



CERTIFICATE

STATE OF TENNESSEE
COUNTY OF WILSON

I, Barbara Webb, Clerk & Master, do hereby certify that the foregoing is a true Abstract of the Complaint filed in the case of Michael A. Echevarria v. The Mill at Lebanon LLC in the Chancery Court for the State of Tennessee, Wilson County. Given my hand and official seal this the 2 day of December 2004.

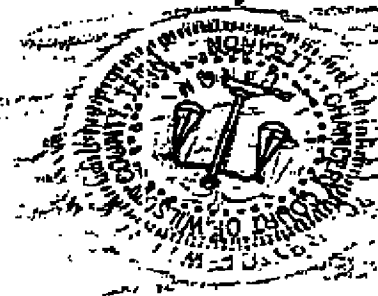
Barbara Webb 12/17
Barbara Webb Clerk & Master

BY:

Ruthann McCray 12/17
Deputy Clerk

STATE OF TENNESSEE, COUNTY OF WILSON
I hereby certify the foregoing to be a true and perfect copy of the original instrument on file in this case.

2nd day of December, 2004
BARBARA WEBB, CLERK & MASTER
Ruthann McCray D. C&M



Gen/ rule-filerspenders

EXHIBIT A

LEGAL DESCRIPTION

DEC 02 2004
A.M. 9:15 P.M.
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO, TN
BK 815 PG 250

BEING a parcel of land in the Tenth Civil District of Wilson County, City of Lebanon, Tennessee, located on the westerly margin of North Maple Street north of West Main Street and being more particularly described as follows:

BEGINNING at an iron pin in the west margin of North Maple Street at the northeast corner of herein described tract;

Thence, with the westerly margin of North Maple Street, S04 degrees 16'12"W, 353.60 feet to an iron pin;

Thence, continuing with said margin, S05 degrees 19'53"W, 269.86 feet to an iron pin;

Thence, leaving said margin with the north line of Timothy A. Edwards of record in Deed Book 457, page 665, R.O.W.C., N84 degrees 26'04"W, 222.71 feet to a 10" wood post;

Thence, S05 degrees 23'56"W, 38.00 feet to a point in the center of Sinking Creek;

Thence, with the center of said creek, N62 degrees 07'08"W, 173.22 feet to a point;

Thence, leaving said creek, S07 degrees 18'09"W, 31.00 feet to an iron pin in northerly margin of CSX Transportation Railroad;

Thence, with said margin and a curve concave to the south having a central angle of 15 degrees 06'28", a radius of 1004.93 feet and a chord of N44 degrees 57'42"W, 264.22 feet for an arc length of 264.98 feet to an iron pin;

Thence, S07 degrees 31'12"W, 28.94 feet to an iron pin;

Thence, with a curve concave to the south having a central angle of 08 degrees 47'00", a radius of 979.93 feet and a chord of N55 degrees 57'10"W, 150.07 feet for an arc length of 150.22 feet to an iron pin;

Thence, N60 degrees 26'47"W, 408.53 feet to an iron pin in the easterly margin of North Greenwood Street;

Thence, with said margin and a curve concave to the east having a central angle of 05 degrees 44'40", a radius of 542.96 feet and a chord of N09 degrees 11'07"E, 54.41 feet for an arc length of 54.14 feet to a point;

Thence, leaving said margin, S84 degrees 47'41"E, 26.05 feet to a point;

Thence, N05 degrees 00'53"E, 40.00 feet to an iron pin;

Thence, N84 degrees 40'26"W, 19.58 feet to an iron pin in the east margin of North Greenwood Street;

BK 818 PB 2501

Thence, with a curve concave to the east having a central angle of 34 degrees 05'30", a radius of 542.96 feet and a chord of N33 degrees 22'56"E, 318.32 feet for an arc length of 323.07 feet to a point;

Thence, N50 degrees 24'50"E, 2.00 feet to an iron pin;

Thence, leaving said margin with the south line of a 12-foot alley, S82 degrees 55'10"E, 620.71 feet to an iron pin in the west line of BellSouth Mobility, Inc. of record in Deed Book 440, page 193, R.O.W.C.;

Thence, S09 degrees 17'27"W, 8.63 feet to an iron pin;

Thence, S82 degrees 49'05"E, 68.90 feet to an iron pin;

Thence, with Jerry B. Collis and wife, Robbie of record in Deed Book 458, page 25, R.O.W.C., and Larry Ferrell of record in Deed Book 449, page 505, R.O.W.C., S04 degrees 43'36"W, 107.33 feet to an iron pin;

Thence, with the south line Ferrell, S86 degrees 05'59"E, 235.03 feet to the point of beginning containing 611,798 square feet or 14.05 acres, more or less.

:ODMA\CDQCSAIL\3913901

BK/PG:1086/1258-1261

04248304

4 PGS. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 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The MIKE WALKER Home Selling Team**Mike Walker, Agent/Auctioneer****Cumberland Real Estate****121 Public Square****Lebanon, TN 37087****443-7653****449-5953 Fax****Facsimile Transmission**TO: Darius / AngelFAX NUMBER: 310-861-9061 / 702-914-3448FROM: **MIKE WALKER / CUMBERLAND REAL ESTATE & AUCTION**DATE: 12 13 04PAGES: 2SUBJECT: The Mill at Lebanon**MESSAGE:**

This extension has been requested due to
obvious delays. Buyer will not pay \$4,500 for
appraisal until all court matters have been
resolved. Please sign & fax back to 615 449 5953

ThanksMW



124 Public Square
 Lebanon, TN 37087
 (615) 443-7653
 Fax (615) 449-5953

ADDENDUM:Date: 12-9-04

This addendum is to the Sales Contract between Jean Echevarria
 Seller and Jong Hwa Byun Buyer of the property located at
218 N Maple St Lebanon, TN 37087
 Termination dated October 28, 2004

The below listed items are hereby incorporated in and are a part of said contract:
Closing date to be extended to on or before
January 22, 2005 as court dates, interference
of Son's injunction hearings does not allow
buyer time for an appraisal after hearings
to meet the contract closing date of December
28, 2004. Son has run off the first appraisal
twice so work could not be completed in
a timely manner for mortgage company.

Sellers

* Jong Hwa Byun
Buyers

Sellers

Buyers

Date

Time

Date

Time

12-9-04 3:05pm

8

FILE COPY

IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE

MICHAEL A. ECHEVARRIA,

Plaintiff,

v.

Civil Action No. 04418

THE MILL AT LEBANON, LLC,

Defendant.

FILED
DEC 02 2004 P.M.
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO, TN

TEMPORARY RESTRAINING ORDER

TO: The Mill at Lebanon, LLC

You are hereby restrained from conveying the real property described in the attached exhibit pending further orders of this Court, and

This the 2nd day of December 2004.

CK Smith
C.K. Smith, Chancellor

Guo/mike-restrained

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PAGE: 001

MINUTES DATE: 12/08/04

GUARDIANSHIP COURT MINUTES

04-G-027262-E Echevarria, Jean R VS

12/08/04 09:00 AM 00 HEARING FOR EXTENSION OF TEMPORARY
GUARDIANSHIP

HEARD BY: JENNIFER HENRY, Hearing Master; Dept. GD1

OFFICERS: PATTI CAMAROTE, Court Clerk

PARTIES: 001 WA Echevarria, Jean R Y

002 TG Echevarria, Michael A N
005587 Boyer, Kim Y

The Guardianship Commissioner was sitting under the direction and in lieu of the Guardianship Judge. Elizabeth Brickfield present with ward's daughter, Angel Echvarria who objected. Commissioner finds the objection and Counterpetition filed by Ms. Brickfield was untimely pursuant to the Rules. Matter trailed and recalled. Elyse Tyrell present at the request of both counsel and asked to do an investigation. She will look into the sale of the Mill in Tennessee which is owned 100% by the ward, look into the financial information of LLC's interest, foreclosure issue, review the contract, look into the performance issue and also contact the attorney and accountant in California and Tennessee. Counsel agreed to vacate the temporary guardianship and let the matter proceed to the general guardianship hearing set for 1/5/05. Parties agreed to abide by Ms. Tyrell's recommendation on either allowing the sale to go forward or not. Ms. Tyrell requested counsel submit to her by Friday all of the information they want her to consider and she will contact them after Court next Wednesday. COMMISSIONER RECOMMENDED, Agreement will stand. Temporary guardianship is dissolved. No action will be taken on the sale of the Mill for one week, per counsel.

FILED
A.M. DEC 16 2004 3:50 P.M.
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO, TN

EXHIBIT

2

PRINT DATE: 12/15/04

PAGE: 001

MINUTES DATE: 12/08/0

10

Patricia A. Trent & Associates

ATTORNEYS AT LAW

Patricia A. Trent, Esq.
Also Licensed in Florida

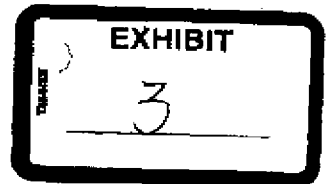
Elyse M. Tyrell, Esq., LL.M.
Christopher J. Phillips, Esq.

Via Facsimile
(702) 383-8845
(702) 870-6090

FILED
A.M. DEC 16 2004 3:50 P.M.
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO, TN

December 14, 2004

Elizabeth Brickfield, Esq.
Kim Boyer, Esq.



RE: Guardianship of Jean Echevarria

Dear Council:

Please be advised that after extensive review of all of the materials presented to me, I have come to the conclusion that it would be in Jean's best interest to immediately sell the Mill for the contracted sales price of \$850,000.00.

I have based my decision upon materials I have received from Ms. Boyer, Ms. Brickfield, Darius A. Baghai, Esq. (Jean's California Attorney), Jo Ann Aulds, Esq. (Attorney for the purchaser of the Mill), Mike Walker, realtor for Jean which includes correspondence between him and Michael Echevarria and the sales contract, Marc M. Asheghia, CPA (Jean's California CPA), which includes Jean's last four tax returns, income and expense statements for the Mill and outstanding loan information, the guardianship pleadings, as well as various other information included in the materials.

I have not been able to connect with the bankruptcy attorney as requested by Ms. Boyer, however, based upon my understanding of the bankruptcy process I do not feel bankruptcy would be the simple solution to the problem. The Mill appears to have been a bad investment from the beginning. Bankruptcy won't solve the problem of the Mill's continual negative cash flow. Further, if bankruptcy is declared now for the LLC, the property may be tied up so as to prevent its sale in the near future.

Based upon what I have reviewed, I am comfortable with the sales price being a fair market price, based upon the current condition and income flow. Further, because it was represented to the proposed purchaser at different times that both Michael and Jean have authority and the desire to sell the Mill, in addition to Jean signing the contract, backing out of the sale would be an additional litigation expense that does not appear to be in Jean's best interest.

Therefore, I recommend the immediate sale of the Mill for \$850,000 to the current proposed purchaser. Additionally, I have been advised that Michael has secured a temporary restraining order on the sale of the Mill. I question both his authority in doing so as well as his motives in light of the fact that the parties agreed to await my determination. I further recommend that Michael terminate the TRO before additional expenses have to be incurred so that the sale may be accomplished.

Thank you for your attention to this matter. I will continue my

8367 West Flamingo Road, Suite 100 * Las Vegas, NV 89147 * 702.382-2210 * Fax 702.382-9242 * www.probarclawlv.com

1074 12:21 0002 51 380

Brickfield, Boyer
page 2

Investigation into Jean's overall financial affairs and will report to the both of you by the December 24th deadline.

If I can be of any further assistance, please feel free to contact me.

Very truly yours,

PATRICIA A. TRENT & ASSOCIATES

Elyse M. Tyrell
ELYSE M. TYRELL, ESQ.

Dec 15 2004 14:22 P.02

11

December 17, 2004

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE
AT LEBANON

MICHAEL A. ECHEVARRIA,

Plaintiff,

vs.

THE MILL AT LEBANON, LLC,

Defendant.

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CIVIL ACTION NO.: 04-418

ORDER

This cause came on to be heard in Chambers in Hartsville, Tennessee on the 17th day of December, 2004, before the Honorable C. K. Smith, Judge of the Chancery Court of Wilson County, Tennessee, on the Complaint as heretofore filed by the Plaintiff, Michael A. Echevarria, and the Temporary Restraining Order heretofore entered by the Court on the 2nd day of December, 2004, and upon the Answer as heretofore filed by the Defendant and from all of which the Court **FINDS and ORDERS** that the Temporary Restraining Order is dissolved upon the parties agreement that the Defendant, The Mill at Lebanon, LLC, shall not be sold before January 5, 2005.

The Court further **FINDS and ORDERS** that the parties have agreed that Michael A. Echevarria shall not interfere in any manner or respect with any appraisal or appraisals that are to be completed at The Mill at Lebanon, LLC under penalty of contempt.

The Court further **FINDS and ORDERS** that the parties have agreed that the Plaintiff, Michael A. Echevarria, shall compile and present to the Defendant at the law office of their attorney, Gary Vandever, any and all financial and accounting documents, computer programs, computer printouts of any kind or nature, and any and all information in his possession, custody and control pertaining to any and all bank accounts of The Mill of Lebanon, LLC, and all other information concerning the accounting and financial condition of The Mill at Lebanon, LLC on or before December 20, 2004.

December 17, 2004

It is further the **FINDING and ORDER** of the Court that the parties have agreed that the Plaintiff, Michael A. Echevarria, shall compile and present to the Defendant, The Mill at Lebanon, LLC, at the law office of their attorney, Gary Vandever, any and all information in his possession, custody and control concerning any and all scheduling of events at The Mill, LLC, pertaining to the event room and/or any other facility at The Mill.

All other matters are reserved pending final hearing of the Court.

Entered this, the _____ day of December, 2004.

C. K. SMITH, CHANCELLOR

APPROVED FOR ENTRY:

GARY VANDEVER, #6695

Attorney for Defendant
501 Park Avenue, Suite B
P. O. Box 642
Lebanon, TN 37088-0642
615/444-7145

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he has hand delivered a true copy of the foregoing Order to the Honorable Robert Evans Lee, LEE & LEE, 109 East Gay Street, Lebanon, Tennessee 37087 on this, the 17th day of December, 2004.

GARY VANDEVER

cc: Ms. Elizabeth Brickfield
Ms. Angel Echevarria
Ms. Jody Aulds

SDOLCIVIL CASES\Echevarria, Angel\pleadings\ORDER-12-17-04

SUBP
KIM BOYER, ESQ.
Nevada Bar #5587
BOLICK & BOYER
6060 West Elton, Suite A
Las Vegas, Nevada 89107
(702) 870-6060
Attorney for Petitioner

FILED

DEC 28 4 03 PM '04

Shirley D. Longoria
CLERK

DISTRICT COURT
CLARK COUNTY, NEVADA

In the matter of the Guardianship of the
Estate of

JEAN RUTH ECHEVARRIA,

An Adult.

Case No.: G27262
Dept. No.: E

Date of Hearing: N/A
Time of Hearing: N/A

SUBPOENA
DUCES TECUM
(Records May Be Mailed In Lieu of Appearance)

THE STATE OF NEVADA SENDS GREETINGS TO:

Wells Fargo Bank
6363 South Pecos Road
Las Vegas, Nevada 89120

YOU ARE HEREBY COMMANDED, that all and singular, business and other excuses being set aside, you attend before a notary public or before some other officer authorized by law to administer oaths, on the 27th day of December, 2004, at the hour of 10:00 a.m., at our office. The address you are required to appear is Bolick & Boyer, 6060 West Elton Ave., Suite A, Las Vegas, Nevada.

YOU ARE REQUIRED TO BRING WITH YOU AT THE TIME OF YOUR APPEARANCE any item set forth hereinafter.

RECEIVED

30

DEC 28 2004

31

CLERK

CLERK

ITEMS TO BE PRODUCED

All records and statements for accounts held in the name of JEAN RUTH ECHEVARRIA or held jointly with another person from December 2003 to present.

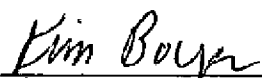
IF YOU FAIL TO ATTEND, you will be deemed guilty of contempt of Court and liable to pay all losses and damages caused by your failure to appear and in addition forfeit ONE HUNDRED DOLLARS (\$100.00) in addition thereto.

Shirley B. Parraguirre, Clerk of Court

By:  DEC 17 2004
DEPUTY CLERK
NORMAN GRIFFIE

ISSUED AT THE DIRECTION OF:

BOLICK & BOYER


KIM BOYER, ESQ.
Nevada Bar #5587
TRACY M. RAU, ESQ.
Nevada Bar #7494
6060 W. Elton, Suite A
Las Vegas, Nevada 89107
Attorneys for Petitioner

AFFIDAVIT OF SERVICE

STATE OF _____
COUNTY OF _____

_____, being first duly sworn, deposes and
says: That at all items herein affiant was over 18 years of age, not a party to or interested
in the proceeding in which this affidavit is made. That affiant received the foregoing
Subpoena on the _____ day of _____, 2004, and served the same by
delivering a copy to the Witness at

Affiant

SUBSCRIBED AND SWORN TO
before me this ____ day of _____, 2004.

NOTARY PUBLIC in and for Clark
County, Nevada

AFFIDAVIT OF SERVICE

STATE OF NEVADA)
COUNTY OF CLARK)

Kenneth R. Dittman, being duly sworn deposes and says: that at all times herein affiant was and is a citizen of the United States, over 18 years of age, licensed to serve civil process in the state of Nevada under license #389, and not a party to or interested in the proceeding in which this affidavit is made. The affiant received on Friday December 17 2004; 1 copy(ies) of the:

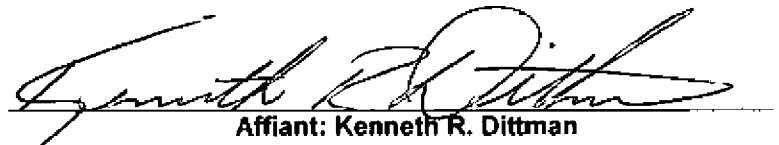
SUBPOENA DUCES TECUM

I served the same on Thursday December 23 2004 at 01:55PM by:

Serving the Witness, WELLS FARGO BANK

Substituted Service, by leaving the copies with or in the presence of: CHEETO RODRIGUEZ, PERSONAL BANKER Authorized to Accept at the Witness's Business located at 1700 EAST CHARLESTON BLVD., Las Vegas, NV 89104.

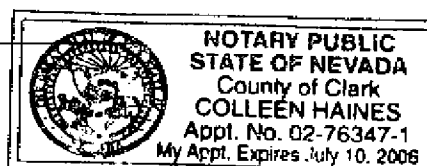
SUBSCRIBED AND SWORN to before me on this
Monday December 27 2004



Affiant: Kenneth R. Dittman
LEGAL WINGS, INC. - NV LIC #389
618 South 6th Street
Las Vegas, NV 89101
(702) 384-0305, FAX (702) 384-8638



Notary Public



p59154.8706060.49398

1 SUPP

2 MARK A. SOLOMON, ESQ.

3 Nevada State Bar No. 0418

4 ELIZABETH BRICKFIELD, ESQ.

5 Nevada State Bar No. 6236

6 LIONEL SAWYER & COLLINS

7 1700 Bank of America Plaza

8 300 South Fourth Street

9 Las Vegas, Nevada 89101

10 (702) 383-8888

11 Attorneys for Angel Echevarria

JAN 4 2 20 PM '05

Shirley...
CLERK

12 DISTRICT COURT, FAMILY COURT
13 CLARK COUNTY, NEVADA

14 In the Matter of the Guardianship of the) Case No. G 27262
15) Dept. No. E
16 Estate of JEAN RUTH ECHEVARRIA,)
17) Date of Hearing: January 5, 2005
18 Adult Ward) Time of Hearing: 9:00 a.m.
19)
20)

21 SUPPLEMENT TO OPPOSITION TO APPOINTMENT OF MICHAEL A. ECHEVARRIA
22 AND NEVADA CARE MANAGEMENT, INC. AS TEMPORARY GUARDIANS OF THE
23 ESTATE OF JEAN RUTH ECHEVARRIA; PETITION FOR APPOINTMENT OF ANGEL
24 ECHEVARRIA AS GUARDIAN OF THE PERSON OF JEAN RUTH ECHEVARRIA;
25 OPPOSITION TO APPOINTMENT OF GUARDIAN OF THE ESTATE OR
26 ALTERNATIVELY FOR THE APPOINTMENT OF ANGEL ECHEVARRIA AS
27 GUARDIAN OF THE ESTATE; REQUEST FOR COURT ORDER ADOPTING FINDINGS
28 OF ELYSE TYRELL

ANGEL ECHEVARRIA, the daughter of JEAN RUTH ECHEVARRIA and the person nominated by JEAN RUTH ECHEVARRIA to serve as Guardian of her person; the incumbent successor trustee of the Jean R. Echevarria Trust dated May 30, 2000 (the "Trust"); the person named by JEAN RUTH ECHEVARRIA as her agent for Asset Management under a Durable General Power of Attorney for Asset Management executed on May 30, 2000; and the person named by JEAN RUTH ECHEVARRIA as her agent for Health Care Decisions under a Durable Power of Attorney for Health Care Decisions executed on May 30, 2000, hereby supplements her Opposition to the

CLERK
JAN 6 2005
CLERK
LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 383-8888

2005

1 Petition of MICHAEL A. ECHEVARRIA ("Michael") and NEVADA CARE MANAGEMENT,
2 INC. as temporary and general guardians of the Estate of JEAN RUTH ECHEVARRIA with the
3 Report of Elyse Tyrell, attached as Exhibit "AA".

4 Dated this 7 day of January, 2005.

5 LIONEL SAWYER & COLLINS

6
7 By 

8 MARK A. SOLOMON, ESQ.

9 Nevada State Bar No. 0418

10 ELIZABETH BRICKFIELD, ESQ.

11 Nevada State Bar No. 6236

12 300 South Fourth Street

13 Las Vegas, Nevada 89101

14 Attorneys for Angel Echevarria

RECEIPT OF COPY

Receipt of copy of the foregoing SUPPLEMENT TO OPPOSITION TO APPOINTMENT OF MICHAEL A. ECHEVARRIA AND NEVADA CARE MANAGEMENT, INC. AS TEMPORARY GUARDIANS OF THE ESTATE OF JEAN RUTH ECHEVARRIA; PETITION FOR APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE PERSON OF JEAN RUTH ECHEVARRIA; OPPOSITION TO APPOINTMENT OF GUARDIAN OF THE ESTATE OR ALTERNATIVELY FOR THE APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE ESTATE; REQUEST FOR COURT ORDER ADOPTING FINDINGS OF ELYSE TYRELL is hereby acknowledged this 7th day of January, 2005.

BOLICK BOYER & GOODSSELL



Kim Boyer, Esq.
6060 West Elton, Suite A
Las Vegas, NV 89107

EXHIBIT "AA"

Patricia A. Trent
& Associates
ATTORNEYS AT LAW

Patricia A. Trent, Esq.
Also Licensed in Florida

Elyse M. Tyrell, Esq., LL.M.
Christopher J. Phillips, Esq.

Via Facsimile
(702) 383-8845
(702) 870-6090

December 23, 2004

Elizabeth Brickfield, Esq.
Kim Boyer, Esq.

RE: Guardianship of Jean Echevarria

Dear Counsel:

In furtherance of the investigation I was asked to perform regarding Jean's finances, I have come to the following conclusions:

1. Jean's "support" of her daughter and her daughter's family- I find it difficult to question something that Jean undertook many years prior to the onset of her dementia. In the same manner, Jean chose to allow Michael to live rent-free at the Mill. It is evident that Jean has always lent support to her family. There is nothing wrong with Jean choosing to allow her daughter and other family members live with her. In fact, as Jean's dementia increases, she will need more and more support and assistance with even simple activities of daily living. Being able to be cared for in her own home by her own family is a great alternative to being placed in a nursing home and receiving care by complete strangers. It is common for families of dementia patients to change living arrangements so that the dementia sufferer can be cared for in a loving home environment.

2. Jean's financing of the California litigation- I have been assured by Jean's California Counsel that the subject asset of the litigation has solely financed its own litigation up to this point.

3. Jean and/or Angel's gambling- I do not feel it is appropriate for me to question whether either of them gamble. If Jean has enjoyed gambling in the past, that was her prerogative as an adult. If Jean has chosen to support Angel's gambling in the past, that was Jean's prerogative.

So long as Jean's finances can support the lifestyle she has chosen for herself, there is no reason to dramatically change that lifestyle. Jean has surrounded herself with many professional advisors who's job it is to have Jean's best interests in mind. I will remind all family members and advisors that as Jean's dementia progresses, her health care and custodial care needs will increase, and as with any dementia patient, this should be considered when making future financial decisions and long term health care planning for Jean.

RECEIVED

LIONEL SAWYER & COLLINS

DEC 23 2004

CALLER _____: _____ AM/PM
V/M _____: _____ AM/PM
DEL _____: _____ AM/PM
INITIALS CB

Brickfield, Boyer
page 2

Thank you for the opportunity to assist you in this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,

PATRICIA A. TRENT & ASSOCIATES

A handwritten signature in cursive script, appearing to read "Elyse M. Tyrell", written over a horizontal line.

ELYSE M. TYRELL, ESQ.

ORIGINAL

FILED

JAN 7 4 20 PM '05

CLERK

ORDG
MARK A. SOLOMON, ESQ.
Nevada State Bar No. 0418
ELIZABETH BRICKFIELD, ESQ.
Nevada State Bar No. 6236
LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
(702) 383-8888
Attorneys for Angel Echevarria

DISTRICT COURT, FAMILY COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the	)	Case No. G 27262
	)	Dept. No. E
Estate of JEAN RUTH ECHEVARRIA,)	
	)	Date of Hearing: January 5, 2005
Adult Ward	)	Time of Hearing: 9:00 a.m.
)	
)	

ORDER APPOINTING ANGEL ECHEVARRIA AS GENERAL GUARDIAN OF THE PERSON OF JEAN RUTH ECHEVARRIA AND SPECIAL GUARDIAN OF THE ESTATE OF JEAN RUTH ECHEVARRIA; ORDER ASSUMING JURISDICTION OF THE JEAN RUTH ECHEVARRIA TRUST; ORDER DIRECTING THE SALE OF AN ASSET OF THE MILLS AT LEBANON, LLC; ORDER ASSESSING THE FEES OF ELYSE TYRELL, ESQ.; ORDER APPOINTING ELYSE TYRELL AS GUARDIAN AD LITEM.

The Petition of Michael Echevarria and Nevada Fiduciary Services to be appointed as General Guardian of the Estate of Jean Ruth Echevarria and the Opposition of Angel Echevarria to Michael Echevarria's Petition and her Counter-Petition to be Named Guardian or Alternatively to dismiss the proceedings came before the Court.

Present at the hearing were JEAN RUTH ECHEVARRIA, ANGEL ECHEVARRIA, JEAN RUTH ECHEVARRIA's daughter and her counsel of record, ELIZABETH BRICKFIELD, ESQ. of the law firm of LIONEL SAWYER & COLLINS, KIM BOYER, ESQ. of the law firm of BOLICK GOODSELL, on behalf of MICHAEL ECHEVARRIA and NEVADA FIDUCIARY

JAN 07 2005

COUNTY CLERK

CE06

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS,
NEVADA 89101
(702) 383-8888

1 SERVICES, who were not present and ELYSE TYRELL, ESQ. of the law firm of PATRICIA
2 TRENT & ASSOCIATES, the investigator appointed by stipulation of the parties.

3 The Court, having considered the pleadings, heard the arguments of Counsel and having
4 interviewed JEAN RUTH ECHEVARRIA in camera made the following findings and orders.

5 The Court finds that JEAN RUTH ECHEVARRIA executed a valid estate plan, including
6 the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust, a Durable Power of Attorney, a Durable
7 Power of Attorney for Health Care and a Nomination of Guardian of her Person under her Last Will
8 and Testament.

9 The Court finds that JEAN RUTH ECHEVARRIA designated ANGEL ECHEVARRIA to
10 serve as Successor Trustee of the JEAN RUTH ECHEVARRIA TRUST; to serve as JEAN RUTH
11 ECHEVARRIA's agent for health care and all general purposes; to serve as Guardian of her Person
12 if necessary and that these designations are valid and in effect.

13 The Court finds that it has jurisdiction of the JEAN RUTH ECHEVARRIA TRUST as a
14 Nevada Trust and that ANGEL ECHEVARRIA is confirmed as successor trustee of the Trust:

15 The Court finds that one hundred percent of the membership interests of the Mill at Lebanon,
16 LLC is owned by the JEAN RUTH ECHEVARRIA TRUST;

17 The Court finds that JEAN RUTH ECHEVARRIA knows and understands the financial
18 conditions that make it in her best interest that the real property which is an asset of the Mills at
19 Lebanon, LLC be sold, as she has invested hundreds of thousands of dollars in the property; the
20 property is in poor condition and would require the replacement of the roof; the property is in
21 foreclosure and back taxes are owing;

22 The Court finds that it has general jurisdiction over the person of MICHAEL ECHEVARRIA
23 in that he submitted to this Court's jurisdiction by coming before this Court to seek his appointment
24
25
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27
28

1 as Temporary and General Guardian of the Estate of JEAN RUTH ECHEVARRIA and placing the
2 issue of the sale of the real property owned by the Mills at Lebanon, LLC before this Court and that
3 any claims he is asserting against the Mills at Lebanon, LLC are claims that are properly before this
4 Court in this proceeding as one hundred percent of the membership interest in the Mills at Lebanon,
5 LLC is an asset of the JEAN RUTH ECHEVARRIA TRUST, a Nevada Trust;

6
7 The Court respectfully offers its suggestion to the Tennessee Court that in the name of
8 judicial economy and efficiency the Guardianship Court of the Eighth Judicial District Court, Clark
9 County, Nevada having all parties and the issues before it is the more appropriate forum for the
10 resolution of all issues relating to any claims being made by MICHAEL ECHEVARRIA that he has
11 an interest as a creditor of the Mills at Lebanon, LLC;

12
13 The Court respectfully notifies the Tennessee Court that the Guardianship Court of the Eighth
14 Judicial District Court, Clark County, Nevada is prepared to hold the proceeds from the sale of the
15 Mills at Lebanon, LLC real property in escrow pending resolution by the Guardianship Court of any
16 claims of MICHAEL ECHEVARRIA against such assets;

17
18 The Court finds that the privacy of JEAN RUTH ECHEVARRIA is to be respected and that
19 her financial affairs and estate planning documents are to remain protected and private;

20
21 The Court finds that pursuant to NRS 159.046(4) that MICHAEL ECHEVARRIA
22 unnecessarily or unreasonably caused the appointment of ELYSE TYRELL to investigate this matter
23 and is therefore liable for eighty-five percent of the expenses associated with the investigation.

24
25 GOOD CAUSE appearing;

26
27 IT IS HEREBY ORDERED that ANGEL ECHEVARRIA is appointed as Special Guardian
28 of the Estate of JEAN RUTH ECHEVARRIA with the authority to act in accordance with the
provisions of NRS 159.083 and to serve as such without bond;

1 IT IS FURTHER ORDERED that ANGEL ECHEVARRIA is appointed as General Guardian
2 of the Person of JEAN RUTH ECHEVARRIA;

3 IT IS FURTHER ORDERED that the Guardianship Court of the Eighth Judicial District
4 Court of the State of Nevada assumes jurisdiction over the Jean R. Echevarria Trust dated May 30,
5 2000, as a proceeding in rem;

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA
7 is confirmed as Trustee of the Jean R. Echevarria Trust dated May 30, 2000;

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the sale of the assets of
9 the Mills at Lebanon, LLC shall proceed as being in the Ward's best interests;

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ANGEL ECHEVARRIA,
11 as successor trustee of the Jean R. Echevarria Trust shall execute all documents to complete the sale
12 of the real property held as an asset of the Mills at Lebanon, LLC;

13 IT IS FURTHER ORDERED ADJUDGED AND DECREED that Michael Echevarria shall
14 not interfere with the sale of the real property held as an asset of the Mills at Lebanon, LLC;

15 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ANGEL ECHEVARRIA
16 shall provide the Guardianship Court with a copy of all estate planning documents for JEAN
17 ECHEVARRIA and that such documents shall be reviewed by the Court in camera and kept
18 confidential;

19 IT IS FURTHER ORDERED ADJUDGED AND DECREED that any financial records,
20 documents, bank statements or copies of such obtained by MICHAEL ECHEVARRIA through
21 subpeona duces tecum or other discovery method shall be deemed subject to a protective order and
22 the discovery shall not be had by him or his counsel. If any such documents have been provided to
23 MICHAEL ECHEVARRIA or his counsel such documents and any copies shall be turned over to
24
25
26
27
28

1 ELIZABETH BRICKFIELD, ESQ. and shall not be released to MICHAEL ECHEVARRIA;

2 IT IS FURTHER ORDERED ADJUDGED AND DECREED that ELYSE TYRELL, ESQ.
3 shall be appointed as Guardian ad Litem in this matter;

4 IT IS FURTHER ORDERED ADJUDGED AND DECREED that eighty five percent of the
5 fees attributable to the services of ELYSE TYRELL, ESQ. as investigator in this matter shall be
6 paid by MICHAEL ECHEVARRIA and fifteen percent of the fees shall be paid from the assets of
7 JEAN RUTH ECHEVARRIA; and

8
9 IT IS FURTHER ORDERED ADJUDGED AND DECREED that MICHAEL
10 ECHEVARRIA take no action or make any request to any Court, including the Chancery Court of
11 Wilson County, Tennessee at Lebanon in Civil Action No.:04-418, known as Michael A.
12 Echevarria, Plaintiff v. The Mills at Lebanon, LLC, to prevent or stay the payment of the proceeds
13 of such sale to any person, Court or entity other than Angel Echevarria, successor trustee of the Jean
14 R. Echevarria Trust dated May 30, 2000.

15
16 Dated this 7 day of January, 2005.

17
18 
DISTRICT COURT JUDGE

19 For **STEVEN E. JONES**

20 Submitted by:

21 LIONEL SAWYER & COLLINS

22 By Mark A. Solomon
23 MARK A. SOLOMON, ESQ.
24 ELIZABETH BRICKFIELD, ESQ.
25 300 South Fourth Street
26 Las Vegas, Nevada 89101
27 Attorneys for Angel Echevarria
28

Calendar

CLDR



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ORIGINAL

SUPP

MARK A. SOLOMON, ESQ.
Nevada State Bar No. 0418
ELIZABETH BRICKFIELD, ESQ.
Nevada State Bar No. 6236
LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
(702) 383-8888
Attorneys for Angel Echevarria

FILED

JAN 4 2 20 PM '05

Shirley D. King
CLERK

DISTRICT COURT, FAMILY COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the) Case No. G 27262
) Dept. No. E
Estate of JEAN RUTH ECHEVARRIA,)
)
Adult Ward) Date of Hearing: January 5, 2005
) Time of Hearing: 9:00 a.m.
)
)

SUPPLEMENT TO OPPOSITION TO APPOINTMENT OF MICHAEL A. ECHEVARRIA
AND NEVADA CARE MANAGEMENT, INC. AS TEMPORARY GUARDIANS OF THE
ESTATE OF JEAN RUTH ECHEVARRIA; PETITION FOR APPOINTMENT OF ANGEL
ECHEVARRIA AS GUARDIAN OF THE PERSON OF JEAN RUTH ECHEVARRIA;
OPPOSITION TO APPOINTMENT OF GUARDIAN OF THE ESTATE OR
ALTERNATIVELY FOR THE APPOINTMENT OF ANGEL ECHEVARRIA AS
GUARDIAN OF THE ESTATE; REQUEST FOR COURT ORDER ADOPTING FINDINGS
OF ELYSE TYRELL

ANGEL ECHEVERRIA, the daughter of JEAN RUTH ECHEVARRIA and the person
nominated by JEAN RUTH ECHEVARRIA to serve as Guardian of her person; the incumbent
successor trustee of the Jean R. Echevarria Trust dated May 30, 2000 (the "Trust"); the person named
by JEAN RUTH ECHEVARRIA as her agent for Asset Management under a Durable General Power
of Attorney for Asset Management executed on May 30, 2000; and the person named by JEAN
RUTH ECHEVARRIA as her agent for Health Care Decisions under a Durable Power of Attorney
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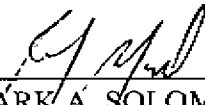
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LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 383-8888

1 Petition of MICHAEL A. ECHEVARRIA ("Michael") and NEVADA CARE MANAGEMENT,
2 INC. as temporary and general guardians of the Estate of JEAN RUTH ECHEVARRIA with the
3 Report of Elyse Tyrell, attached as Exhibit "AA".

4 Dated this 7 day of January, 2005.

5 LIONEL SAWYER & COLLINS

6
7 By 
8 MARK A. SOLOMON, ESQ.
9 Nevada State Bar No. 0418
10 ELIZABETH BRICKFIELD, ESQ.
11 Nevada State Bar No. 6236
12 300 South Fourth Street
13 Las Vegas, Nevada 89101
14 Attorneys for Angel Echevarria
15
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RECEIPT OF COPY

Receipt of copy of the foregoing SUPPLEMENT TO OPPOSITION TO APPOINTMENT
OF MICHAEL A. ECHEVARRIA AND NEVADA CARE MANAGEMENT, INC. AS
TEMPORARY GUARDIANS OF THE ESTATE OF JEAN RUTH ECHEVARRIA; PETITION
FOR APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE PERSON OF JEAN
RUTH ECHEVARRIA; OPPOSITION TO APPOINTMENT OF GUARDIAN OF THE ESTATE
OR ALTERNATIVELY FOR THE APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN
OF THE ESTATE; REQUEST FOR COURT ORDER ADOPTING FINDINGS OF ELYSE
TYRELL is hereby acknowledged this 4th day of January, 2005.

BOLICK BOYER & GOODSSELL



Kim Boyer, Esq.
6060 West Elton, Suite A
Las Vegas, NV 89107

EXHIBIT "AA"

Patricia A. Trent
& Associates
ATTORNEYS AT LAW

Patricia A. Trent, Esq.
Also Licensed in Florida

Elyse M. Tyrell, Esq., LL.M.
Christopher J. Phillips, Esq.

Via Facsimile
(702) 383-8845
(702) 870-6090

December 23, 2004

Elizabeth Brickfield, Esq.
Kim Boyer, Esq.

RE: **Guardianship of Jean Echevarria**

Dear Counsel:

In furtherance of the investigation I was asked to perform regarding Jean's finances, I have come to the following conclusions:

1. Jean's "support" of her daughter and her daughter's family- I find it difficult to question something that Jean undertook many years prior to the onset of her dementia. In the same manner, Jean chose to allow Michael to live rent-free at the Mill. It is evident that Jean has always lent support to her family. There is nothing wrong with Jean choosing to allow her daughter and other family members live with her. In fact, as Jean's dementia increases, she will need more and more support and assistance with even simple activities of daily living. Being able to be cared for in her own home by her own family is a great alternative to being placed in a nursing home and receiving care by complete strangers. It is common for families of dementia patients to change living arrangements so that the dementia sufferer can be cared for in a loving home environment.

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3. Jean and/or Angel's gambling- I do not feel it is appropriate for me to question whether either of them gamble. If Jean has enjoyed gambling in the past, that was her prerogative as an adult. If Jean has chosen to support Angel's gambling in the past, that was Jean's prerogative.

So long as Jean's finances can support the lifestyle she has chosen for herself, there is no reason to dramatically change that lifestyle. Jean has surrounded herself with many professional advisors who's job it is to have Jean's best interests in mind. I will remind all family members and advisors that as Jean's dementia progresses, her health care and custodial care needs will increase, and as with any dementia patient, this should be considered when making future financial decisions and long term health care planning for Jean.

8367 West Flamingo Road, Suite 100 * Las Vegas, NV 89147 * 702.382-2210 * Fax 702.382-9242 * www.probatelawlv.com

RECEIVED

LIONEL SAWYER & COLLINS

8:45 AM/PM

DEC 23 2004

CALLED _____ : _____ AM/PM

V/M _____ : _____ AM/PM

DEL _____ : _____ AM/PM

INITIALS E.B.

Dec 23 2004 8:58 AM

Brickfield, Boyer
page 2

Thank you for the opportunity to assist you in this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,

PATRICIA A. TRENT & ASSOCIATES


ELYSE M. TYRELL, ESQ.

Calendar

CLDR



000000133

ORIGINAL

SUBP
KIM BOYER, ESQ.
Nevada Bar #5587
BOLICK & BOYER
6060 West Elton, Suite A
Las Vegas, Nevada 89107
(702) 870-6060
Attorney for Petitioner

FILED

DEC 28 4 03 PM '04

Shirley B. Rungius
CLERK

DISTRICT COURT
CLARK COUNTY, NEVADA

In the matter of the Guardianship of the
Estate of

JEAN RUTH ECHEVARRIA,

An Adult.

Case No.: G27262
Dept. No.: E

Date of Hearing: N/A
Time of Hearing: N/A

SUBPOENA
DUCES TECUM
(Records May Be Mailed In Lieu of Appearance)

THE STATE OF NEVADA SENDS GREETINGS TO:

Wells Fargo Bank
6363 South Pecos Road
Las Vegas, Nevada 89120

YOU ARE HEREBY COMMANDED, that all and singular, business and other excuses being set aside, you attend before a notary public or before some other officer authorized by law to administer oaths, on the 27th day of December, 2004, at the hour of 10:00 a.m., at our office. The address you are required to appear is Bolick & Boyer, 6060 West Elton Ave., Suite A, Las Vegas, Nevada.

YOU ARE REQUIRED TO BRING WITH YOU AT THE TIME OF YOUR APPEARANCE any item set forth hereinafter.

RECEIVED

DEC 28 2004
COUNTY CLERK

CE06

ITEMS TO BE PRODUCED

All records and statements for accounts held in the name of JEAN RUTH ECHEVARRIA or held jointly with another person from December 2003 to present.


IF YOU FAIL TO ATTEND, you will be deemed guilty of contempt of Court and liable to pay all losses and damages caused by your failure to appear and in addition forfeit ONE HUNDRED DOLLARS (\$100.00) in addition thereto.

Shirley B. Parraguirre, Clerk of Court

By:  **DEC 17 2004**
DEPUTY CLERK
NORMAN GRIFFIE

ISSUED AT THE DIRECTION OF:

BOLICK & BOYER


KIM BOYER, ESQ.
Nevada Bar #5587
TRACY M. RAU, ESQ.
Nevada Bar #7494
6060 W. Elton, Suite A
Las Vegas, Nevada 89107
Attorneys for Petitioner

AFFIDAVIT OF SERVICE

STATE OF _____
COUNTY OF _____

_____, being first duly sworn, deposes and
says: That at all items herein affiant was over 18 years of age, not a party to or interested
in the proceeding in which this affidavit is made. That affiant received the foregoing
Subpoena on the _____ day of _____, 2004, and served the same by
delivering a copy to the Witness at

Affiant

SUBSCRIBED AND SWORN TO
before me this _____ day of _____, 2004.

NOTARY PUBLIC in and for Clark
County, Nevada

AFFIDAVIT OF SERVICE

STATE OF NEVADA)
)
COUNTY OF CLARK)

Kenneth R. Dittman, being duly sworn deposes and says: that at all times herein affiant was and is a citizen of the United States, over 18 years of age, licensed to serve civil process in the state of Nevada under license #389, and not a party to or interested in the proceeding in which this affidavit is made. The affiant received on Friday December 17 2004; 1 copy(ies) of the:

SUBPOENA DUCES TECUM

I served the same on Thursday December 23 2004 at 01:55PM by:

Serving the Witness, WELLS FARGO BANK

Substituted Service, by leaving the copies with or in the presence of: CHEETO RODRIGUEZ, PERSONAL BANKER Authorized to Accept at the Witness's Business located at 1700 EAST CHARLESTON BLVD., Las Vegas, NV 89104.

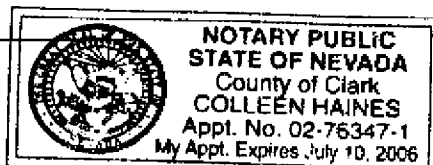
SUBSCRIBED AND SWORN to before me on this
Monday December 27 2004



Affiant: Kenneth R. Dittman
LEGAL WINGS, INC. - NV LIC #389
618 South 6th Street
Las Vegas, NV 89101
(702) 384-0305, FAX (702) 384-8638



Notary Public



p59154.8706060.49398 ♦

Calendar

CLDR



000000133

SUPP
MARK A. SOLOMON, ESQ.
Nevada State Bar No. 0418
ELIZABETH BRICKFIELD, ESQ.
Nevada State Bar No. 6236
LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
(702) 383-8888
Attorneys for Angel Echevarria

FILED

DEC 22 3 34 PM '04

Livley B. Langione
CLERK

DISTRICT COURT, FAMILY COURT
CLARK COUNTY, NEVADA

In the Matter of the Guardianship of the	)	Case No. G 27262
	)	Dept. No. E
Estate of JEAN RUTH ECHEVARRIA,)	
	)	Date of Hearing: January 5, 2005
Adult Ward	)	Time of Hearing: 9:00 a.m.
)	
)	

SUPPLEMENT TO OPPOSITION TO APPOINTMENT OF MICHAEL A. ECHEVARRIA
AND NEVADA CARE MANAGEMENT, INC. AS TEMPORARY GUARDIANS OF THE
ESTATE OF JEAN RUTH ECHEVARRIA; PETITION FOR APPOINTMENT OF ANGEL
ECHEVARRIA AS GUARDIAN OF THE PERSON OF JEAN RUTH ECHEVARRIA;
OPPOSITION TO APPOINTMENT OF GUARDIAN OF THE ESTATE OR
ALTERNATIVELY FOR THE APPOINTMENT OF ANGEL ECHEVARRIA AS
GUARDIAN OF THE ESTATE; REQUEST FOR COURT ORDER
ADOPTING FINDINGS OF ELYSE TYRELL

ANGEL ECHEVERRIA, the daughter of JEAN RUTH ECHEVARRIA and the person
nominated by JEAN RUTH ECHEVARRIA to serve as Guardian of her person; the incumbent
successor trustee of the Jean R. Echevarria Trust dated May 30, 2000 (the "Trust"); the person named
by JEAN RUTH ECHEVARRIA as her agent for Asset Management under a Durable General Power
of Attorney for Asset Management executed on May 30, 2000; and the person named by JEAN
RUTH ECHEVARRIA as her agent for Health Care Decisions under a Durable Power of Attorney
for Health Care Decisions executed on May 30, 2000, hereby supplements her Opposition to the

COUNTY CLERK

RECEIVED
DEC 22 2004

CE06

1 Petition of MICHAEL A. ECHEVARRIA ("Michael") and NEVADA CARE MANAGEMENT,
2 INC. as temporary and general guardians of the Estate of JEAN RUTH ECHEVARRIA and further
3 requests this Court to do the following:

4 (1) enforce as valid and binding the December 8, 2004 stipulation entered into in this
5 Court by and between MICHAEL ECHEVARRIA and ANGEL ECHEVARRIA by:

6 (a) issue this Court's orders adopting the December 14, 2004 recommendation
7 by Elyse Tyrell that the real property owned by the Mills of Lebanon, LLC be sold; and

8 (b) order that MICHAEL ECHEVARRIA take no action or make any request to any
9 Court, including the Chancery Court of Wilson County, Tennessee at Lebanon in Civil Action
10 No.:04-418, known as Michael A. Echevarria, Plaintiff v. The Mill at Lebanon, LLC, to prevent or
11 stay the payment of the proceeds of such sale to any person, Court or entity other than Angel
12 Echevarria, successor trustee of the Jean R. Echevarria Trust dated November 14, 1997; and

13 (2) appoint ANGEL ECHEVARRIA, the guardian of the Estate of Jean R. Echevarria.

14 Petitioner supplements her petition and makes these claims as follows:

15 1. The Mills at Lebanon, LLC is a single member, single asset limited liability company.
16 One hundred percent of the interest is owned by the Jean R. Echevarria Trust, dated November 14,
17 1997, a revocable Nevada trust (the "Trust"). Jean Echevarria is the trustor and sole beneficiary of
18 the Trust. Until November 30, 2004, Jean Echevarria served as trustee of her Trust. On November
19 30, 2004, in accordance with the Trust's terms, Angel Echevarria, the named successor trustee of
20 Trust, became its trustee. See Exhibit "1"

21 2. The single asset of the Mills at Lebanon, LLC (the "LLC") is commercial real
22 property which has been "managed" by Michael Echevarria and is a tremendous financial drain on
23

1 Jean Echevarria's resources. In 2003 and 2004, Jean Echevarria, upon the advice and
2 recommendation of her accountant, Marc Asheghian, CPA and her attorney, Darius Baghai, Esq.,
3 determined that it was in her best interests to sell the property and to use the proceeds for her benefit.
4

5 3. Michael Echevarria opposed any sale. Because of his refusal to cooperate, a proposed
6 sale for one million dollars was lost in the summer of 2004. Michael failed to provide Jean's
7 professional advisors with accountings for the LLC, failed to provide financial records and stalled
8 the sale. As a result of Michael's mismanagement, the property taxes were unpaid and the property
9 entered foreclosure. As detailed in Mr. Asheghian and Mr. Baghai's declarations, Michael's
10 mismanagement and failures to account place Jean in a very risky financial position. These
11 Declarations are attached as Exhibits "2" and "3".
12

13 4. By the fall of 2004, the only offer to purchase the property was for \$850,000. Jean
14 signed the sale contract. His information was made known to Angel and Michael in November,
15 2004. See Exhibit "4", letters to Michael from Darius Baghai, Esq. Even so, Michael stalled the
16 sale, even refusing to cooperate with the appraisers. He continued to refuse to provide information
17 to Jean's accountant and threatened other action. Michael, among other issues, resides on the Mills'
18 property, but pays no rent.
19

20 5. Even though foreclosure was imminent, Michael resisted the sale.

21 6. On December 1, 2004, Michael petitioned this Court, ex parte, for his appointment,
22 together with Nevada Care Management, Inc., as temporary and general guardians of the Estate of
23 Jean R. Echevarria. Michael alleged that JEAN RUTH ECHEVARRIA lacked the capacity to
24 respond to a substantial and immediate risk of financial loss because of the pending sale of the real
25 property owned by the Mills of Lebanon, LLC. Michael told the Court that the sale was scheduled
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1 to close on December 3, 2004, that he was "the President of the LLC, and is concerned with how the
2 proceeds will be used" (see Exhibit "5", p. 3, ll. 17-19 Petition for Temporary and General Guardian
3 of the Estate of Jean R. Echevarria filed December 1, 2004). In support of this petition, Michael
4 attached a copy of a partially redacted November 5, 2004, letter from Jean's commercial counsel,
5 Darius Baghai, Esq., addressed to Michael and Angel which referenced the contract signed by Jean
6 for the sale of the LLC's real property for \$850,000. See Exhibit "6" redacted letter attached as
7 Exhibit "2" to Michael's petition. Based on Michael's verified representations, this Court granted the
8 ex parte petition on December 1, 2004, and appointed Michael and Nevada Care Management, Inc.
9 as temporary guardian of Jean's Estate.
10

11
12 7. Jean Echevarria and Angel Echevarria learned of the guardianship only when they
13 received a copy of the order on Friday, December 3, 2004.

14 8. Unknown to this Court, to Jean R. Echevarria, to Angel Echevarria, to Jean
15 Echevarria's trust counsel, Jeffrey L. Burr & Associates; to Jean Echevarria's commercial counsel,
16 Darius Baghai, Esq. of Corbis & Ferrum; to Jean R. Echevarria's accountant, Marc Asheghian, CPA
17 or to Elizabeth Brickfield, Esq., guardianship counsel, on **December 2, 2004**, the day after he was
18 appointed temporary guardian of Jean's estate, Michael filed a complaint, entitled Michael A.
19 Echevarria v. The Mill at Lebanon, LLC, Civil Action No.: 04-418, in the Chancery Court of Wilson
20 County, Tennessee at Lebanon seeking to block the sale of the real property. In that sworn
21 complaint, Michael told the Tennessee Court that he was informed on November 29, 2004 that a
22 contract for the real property was pending, that he did not know the terms of that contract, and that
23 he had invested approximately \$200,000 in the real property. See Exhibit "7", copy of sworn
24 Complaint.
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1 9. That same date, on DECEMBER 2, 2004 Michael asked the Tennessee Court to issue
2 a restraining order to prevent the sale of the real property and for the restraining order to remain in
3 effect until December 17, 2004. See Exhibit "8" restraining order issued by Chancery Court of
4 Wilson County, Tennessee.
5

6 10. On December 8, 2004, Angel and Jean appeared at the Guardianship Court to object
7 to the appointment of Michael and Nevada Care Management, Inc. as Jean's temporary guardian on
8 the grounds that Jean named and nominated Angel Echevarria to serve as her fiduciary if she was
9 in need of one; that the Mills at Lebanon, LLC was an asset of the Jean R. Echevarria Trust and not
10 owned by Jean R. Echevarria individually that Angel Echevarria was serving as successor trustee of
11 the Trust; and that Michael Echevarria was not fit to serve as Jean R. Echevarria's guardian. The
12 Opposition/Counter-petition included the Declarations of Angel M. Echevarria, Michael Echevarria's
13 father, Darius Baghai, Esq., Jean Echevarria's attorney, and Marc Asheghian, Esq., Jean Echevarria's
14 accountant, attesting to Michael 's failures to account to Jean for his mismanagement of the Mills
15 at Lebanon, LLC.
16
17

18 11. By stipulation of the parties, Kim Boyer, Esq., counsel for Michael and Elizabeth
19 Brickfield, Esq. counsel for Angel and Jean, placed on the record the following agreement:

20 "that the parties agreed to Elyse Tyrell, Esq. conducting an investigation of the
21 proposed sale of the real property of the Mills at Lebanon, LLC, and to abide by Ms. Tyrell's
22 recommendation on either allowing the sale to go forward or not". The temporary guardianship over
23 Jean R. Echevarria was dissolved, but the petition for the general guardianship was to proceed. Ms.
24 Tyrell was to make her recommendation by no later than December 15, 2004. The parties agreed
25 not to take any intervening action about the sale or the LLC during the one week between December
26 8th and December 15, 2004. See Exhibit "9", minutes of the December 8, 2004, Hearing, District
27
28

1 Court, Clark County, Nevada.

2 12. At no time at the December 8, 2004 hearing or negotiations did Michael make it
3 known to the Court, to Jean or Angel or to Ms. Tyrell, that he had filed a complaint in the Tennessee
4 court or that the sale was restrained by a court order issued at Michael's request.

5 13. Jean and Angel received copies of the Tennessee court proceedings on December 10,
6 2004. On December 13, 2004, counsel for the Mses. Echevarria first learned of the Tennessee
7 proceedings and only from the Echevarrias.

8 14. On December 14, 2004, Ms. Tyrell issued her recommendation that the sale go
9 forward. The report was sent to Ms. Boyer and Ms. Brickfield. See Exhibit "10", Elyse Tyrell's
10 recommendation.

11 15. On December 15, 2004, Angel, as the successor trustee for the Trust, the sole member
12 of the Mills at Lebanon, LLC, removed Michael from his role as president of the LLC and ordered
13 him to vacate the premises. Pursuant to the December 8, 2004 stipulation, Angel refrained from
14 acting until Ms. Tyrell's recommendation was issued.

15 16. On December 17, 2004, at the Tennessee hearing on the Restraining Order, Michael's
16 counsel did not seek to vacate the restraining order and allow the sale to go forward, in accordance
17 with his stipulation in the Nevada courts. Instead, Michael asked the Tennessee court to continue
18 the restraint in place until the outcome of the Nevada guardianship court's January 5, 2005 hearing
19 on this matter. A copy of the proposed order in this matter is attached as Exhibit "11".

20 17. The Tennessee Court ordered Michael to present the books, records and all
21 information in this matter to Gary Vanderver, the Mills at Lebanon, LLC's newly retained Tennessee
22 counsel, no later than December 20, 2004. Michael has not complied.

23 18. The buyer seeks to close the sale on January 6, 2005, one day after this Court's
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1 hearing on January 5, 2005 and the first business date that the sale can close under the 15 day
2 appraisal period. Any delay would irreparably harm Jean.

3 19. Angel seeks this Court's orders to prevent Michael from placing the proceeds in the
4 Tennessee court's hands so that Jean will be denied the use of her assets. If Michael has claims to
5 make against the proceeds, he should make them in Nevada where Jean's assets are before this Court.

6 20. Michael sought this Court's orders and subjected himself to its authority when he
7 sought and was appointed Jean's temporary co-guardian over Jean's estate. He continues to seek this
8 Court's order appointing him as general Co-guardian of Jean's estate. Michael entered a valid and
9 binding stipulation before this Court whereby he agreed to be bound by Ms. Tyrell's recommendation
10 about the sale of the LLC's Tennessee real property.

11 21. Angel and Jean ask this Court to hold Michael to his agreement. Angel and Jean ask
12 this Court to deny Michael's petition to be appointed as Jean's guardian, not only because of his
13 breach of his fiduciary obligations to Jean in his capacity as President of the Mills, but because his
14 misrepresentations and omissions to this Court make him unfit to be her guardian.

15 22. Angel and Jean ask this Court to order Michael to refrain from any action or request
16 to any Court, including the Chancery Court of Wilson County, Tennessee at Lebanon in Civil Action
17 No.:04-418, known as Michael A. Echevarria, Plaintiff v. The Mills at Lebanon, LLC, to prevent or
18 stay the payment of the proceeds of such sale to any person, Court or entity other than Angel
19 Echevarria, successor trustee of the Jean R. Echevarria Trust dated November 14, 1997 and that this
20 Court order that the proceeds be paid to Angel Echevarria. The Echevarrias allege that Michael
21 enters these proceedings with unclean hands. Michael should not be allowed to mislead this Court
22 and to profit from his unsubstantiated actions which are simply designed to benefit his self interest
23 at Jean's expense.

1 23. Angel and Jean contend that Michael stipulated to be bound by Ms. Tyrell's
2 recommendations with regard to the sale. Having so agreed, the Nevada Supreme Court would
3 direct that Michael be bound to his agreement and not be allowed to simply ignore this stipulation:
4

5 Stipulations are of an inestimable value in the administration of
6 justice (Hayes v. State, 252 A.2d 431 (N.H. 1969)), and valid
7 stipulations are controlling and conclusive and both trial and
8 appellate courts are bound to enforce them. Burstein v. United
9 States, 232 F.2d 19 (1956); Foot v. Maryland Casualty Company,
10 186 A.2d 255 (Pa. 1962) Second Baptist Church v. Mount Zion
11 Baptist Church, 86 Nev. 164, 172, 466 P.2d 212 (1970).

12 There is no basis for Michael to seek to set this stipulation aside. Michael has not submitted
13 to this Court any basis for a claim that he will be irreparably injured if he is not held to his
14 stipulation.
15

16 Most importantly, equity demands that Michael be held to his stipulation. When he entered
17 this agreement, Michael knew that, at his request, the Tennessee courts restrained the sale of the
18 property until December 17, 2004. Angel and Jean did not. Nonetheless, Michael entered this
19 Agreement. Ms. Tyrell found the sale to be in Jean's best interest. Having agreed to be bound by Ms.
20 Tyrell's decision, Michael should not benefit from being able to avoid its consequences.

21 24. Jean's financial future is at risk. Therefore, Jean and Angel ask this Court to act in her
22 interests.
23

24 For all of these reasons, Angel and Jean hereby supplement their earlier proceeding and ask:
25 this Court to:
26

- 27 1. Dismiss these Guardianship proceedings; or alternatively,
- 28 2. Appoint ANGEL ECHEVARRIA as general guardian of the Person and Estate of
 JEAN R. ECHEVARRIA;
3. Enforce as valid and binding the December 8, 2004 stipulation entered into by and

1 between MICHAEL ECHEVARRIA and ANGEL ECHEVARRIA in this Court by:

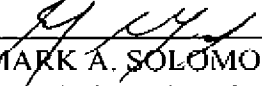
2 (a) issue this Court's orders adopting the December 15, 2004 recommendation
3 by Elyse Tyrell that the real property owned by the Mills of Lebanon, LLC be sold; and
4

5 (b) order that MICHAEL ECHEVARRIA take no action or make any request to any
6 Court, including the Chancery Court of Wilson County, Tennessee at Lebanon in Civil Action
7 No.:04-418, known as Michael A. Echevarria, Plaintiff v. The Mills at Lebanon, LLC, to prevent or
8 stay the payment of the proceeds of such sale to any person, Court or entity other than Angel
9 Echevarria, successor trustee of the Jean R. Echevarria Trust dated November 14, 1997; and
10

11 4. Any and other relief that this Court deems necessary and appropriate.

12 Dated this 22 day of December, 2004.

13 LIONEL SAWYER & COLLINS

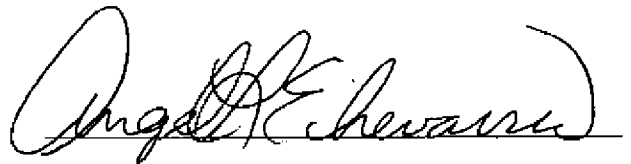
14
15 By 
16 MARK A. SOLOMON, ESQ.
17 Nevada State Bar No. 0418
18 ELIZABETH BRICKFIELD, ESQ.
19 Nevada State Bar No. 6236
20 300 South Fourth Street
21 Las Vegas, Nevada 89101
22 Attorneys for Angel Echevarria
23
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VERIFICATION

ANGEL ECHEVARRIA, whose address is 12 Desert Highlands Drive, Henderson, NV 89052 declares under penalties of perjury of the State of Nevada:

That she is the Petitioner who makes the foregoing SUPPLEMENT TO OPPOSITION TO APPOINTMENT OF MICHAEL A. ECHEVARRIA AND NEVADA CARE MANAGEMENT, INC. AS TEMPORARY GUARDIANS OF THE ESTATE OF JEAN RUTH ECHEVARRIA; PETITION FOR APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE PERSON OF JEAN RUTH ECHEVARRIA; OPPOSITION TO APPOINTMENT OF GUARDIAN OF THE ESTATE OR ALTERNATIVELY FOR THE APPOINTMENT OF ANGEL ECHEVARRIA AS GUARDIAN OF THE ESTATE; REQUEST FOR COURT ORDER ADOPTING FINDINGS OF ELYSE TYRELL; that she has read said supplement to the opposition and petition and knows the contents thereof, and that the same is true of her own knowledge except for those matters stated on information and belief, and that as to such matters she believes it to be true.

DATED this 22 day of December, 2004.



ANGEL ECHEVARRIA

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Jean R. Echevarria
12 Desert Highland Drive
Henderson, NV 89052

Darius A. Baghai, Esq.
144 S. Palm Drive, 1st floor
Beverly Hills, CA 90212
Jean R. Echevarria's counsel

Ana Echevarria
Anthony Echevarria
c/o Angel Echevarria
12 Desert Highland Drive
Henderson, NV 89052

**PLEADING
CONTINUES
IN NEXT
VOLUME**