

# Exhibit “B”

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

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

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

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

STATE OF MISSISSIPPI  
COUNTY OF HANCOCK

**CORRECTED QUITCLAIM DEED**

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

[SEE EXHIBIT "A" ATTACHED]

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

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

Witness my signature, this the \_\_\_\_ day of \_\_\_\_\_, 2013.

DYNASTY, INC.

\_\_\_\_\_  
Eric L. Nelson

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

Grantor: Dynasty, Inc.  
3611 S. Lindell Rd., Ste 201  
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110, 111, 112, 113 & 115 AND  
Lots 1-14 Block 106 AND  
Lots 12, 21, 22, & 23, Block 104  
in Sec 20-T9S-R12W.

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

STATE OF MISSISSIPPI  
COUNTY OF HANCOCK

**CORRECTED QUITCLAIM DEED**

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

[SEE EXHIBIT "A" ATTACHED]

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

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

Witness my signature, this the \_\_\_\_ day of \_\_\_\_\_, 2013.

DYNASTY, INC.

\_\_\_\_\_  
Eric L. Nelson  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF MISSISSIPPI  
COUNTY OF HANCOCK

CORRECTED GRANT, BARGAIN, SALE DEED

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

[SEE EXHIBIT "A" ATTACHED]

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

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

Witness my signature, this the \_\_\_\_ day of \_\_\_\_\_, 2013.

DYNASTY LIMITED

By: \_\_\_\_\_  
Eric L. Nelson  
Title: \_\_\_\_\_



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF MISSISSIPPI  
COUNTY OF HANCOCK

**CORRECTED GRANT, BARGAIN, SALE DEED**

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

[SEE EXHIBIT "A" ATTACHED]

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

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

Witness my signature, this the \_\_\_\_ day of \_\_\_\_\_, 2013.

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

\_\_\_\_\_  
Eric L. Nelson, Trustee

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

EXHIBIT "A"

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

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

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

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## **EXHIBIT "C"**



Search X

LOG IN to MEMBER SERVICES

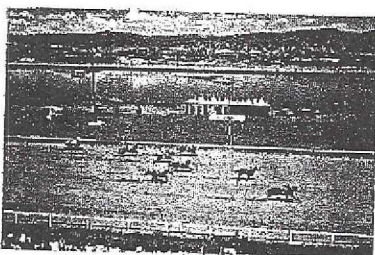
NEWS ABOUT CLASSIFIEDS EN ESPAÑOL FOUNDATION MUSEUM RACING RANCHING RIDING SHOWING VIDEO YOUTH STORE

## Wyoming Downs Looks to Reopen in 2014

Following Wyoming legislation, Wyoming Downs looks to reopen.

Edited Press Release

March 1, 2013



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

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

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

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

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

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

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

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

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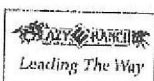


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## Races possible at Wyoming Downs in 2014

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

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

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

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

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

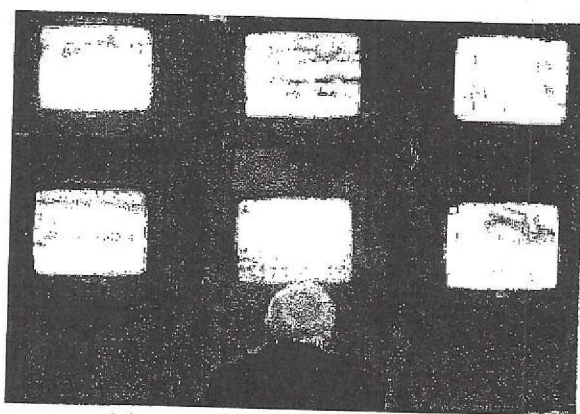
By Deborah Demander, KNYN/KADQ News Director





**GAMBLING**

## Wyoming horse racing industry expects boost from historic wagering



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

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

In July, Wyoming will become the third state in the nation to permit gamblers to bet on historic races using self-service machines at bars and other locations. The entire racing industry should benefit from the machines, which can generate far more revenue than

traditional simulcast betting, said Eugene Joyce, managing partner of the state's only operating horse-racing outfit.

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

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

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

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

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

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

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

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

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

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

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

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



# The Salt Lake Tribune

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## Luhm: New law jump-starts horse racing at Wyoming Downs

by Steve Luhm | The Salt Lake Tribune

First Published Mar 09 2013 04:38 pm

Last Updated Mar 09 2013 11:42 pm

[View Photos \(1 photos\)](#)



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

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

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

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

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

Since 2011, Joyce has also conducted live four-day race meets in Rock Springs — a 3 1/2-hour drive from downtown Salt Lake City.

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

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

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

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

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

Think of it as casino horse racing.

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

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

How profound?

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

"This gives a track operator like myself the ability to run more days and offer more purse money," Joyce said. "... The intent of the governor and

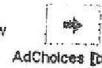
gislators is to see an increase in live racing. That's what I'm dedicated to do."

tah horsemen have already noticed.

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

thm@sltrib.com

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# **EXHIBIT 12**

# **EXHIBIT 12**

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MOTN  
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Telephone: (702) 388-8600  
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Email: info@dickersonlawgroup.com  
Attorneys for LYNITA SUE NELSON

EIGHTH JUDICIAL DISTRICT COURT  
FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC L. NELSON,

Plaintiff/Counterdefendant,

v.

LYNITA SUE NELSON,

Defendant/Counterclaimant.

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

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

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

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

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

v.

1 )  
2  
3 LYNITA SUE NELSON and ERIC  
4 NELSON,

5 Purported Cross-Defendant and  
6 Counterdefendant,

7 LYNITA SUE NELSON,

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

10 v.

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

21 Counterdefendant, and/or  
22 Cross-Defendants, and/or  
23 Third Party Defendants.  
24

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

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

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



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

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

13           3.     That the Court Amend or Alter its June 3, 2013 Decree of Divorce to  
14 include an Order requiring the parties to this action to execute any and all deeds,  
15 assignments, or any and all other instruments that may be required in order to  
16 effectuate the transfer of any and all interest either may have in and to the property  
17 awarded to Eric or Lynita (or either party's respective Trust) as set forth in the June 3,  
18 2013 Decree of Divorce within ten (10) days of presentation, or if any party refuses to  
19 sign said documents then the Clerk of the Court shall sign the documents for the party  
20 that refuses to sign said documents to ensure that there is a full and complete transfer  
21 of the interest of one to the other as provided in the Decree of Divorce.

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

27  
28  

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<sup>1</sup> Intervenor's Trial Exhibit 165.



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

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

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

DATED this 17<sup>th</sup> day of June, 2013.

THE DICKERSON LAW GROUP

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

<sup>2</sup> Incorrectly referred to as Dynasty Development Group in the Decree.

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DATED this 7<sup>th</sup> day of June, 2013.

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

## I. STATEMENT OF FACTS

Following entry of the Decree, Lynita's Nevada counsel participated in a telephone conference with Lynita's Mississippi counsel<sup>4</sup> concerning the best method

<sup>4</sup> Je'Nell Blum, Esq. and Hugh Keating, Esq. - Dukes, Dukes, Keating and Faneca, P.A.

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

9 In reviewing the Decree and beginning preparations to transfer to Lynita the  
10 property awarded to her by the Decree it has become evident that while the Decree  
11 awards to Lynita "the Banone, LLC properties held by ELN Trust, with a comparable  
12 value of \$1,184,236"<sup>5</sup> to "avoid the ELN Trust from being unjustly enriched",  
13 \$151,166 of this award is illusory. This is so because during the pendency of this  
14 action, after the issuance of the Joint Preliminary Injunction in this action, Eric sold  
15 two (2) of the Banone, LLC properties, namely: 2209 Farmouth Circle (sold to  
16 employee, Rochelle McGowan's, parents) for \$88,166 and 5704 Roseridge Avenue  
17 (sold to employee Keith Little) for \$63,000. Despite such sales, these properties  
18 remained on Eric's list of Banone, LLC properties and was included by the Court's  
19 expert, Larry Bertsch, in his valuation of the Banone, LLC properties. This discrepancy  
20 should be addressed by the Court and remedied as addressed below.

21 Similarly, this Court left unresolved the issue of the existing interest in  
22 "Wyoming Downs", which is more accurately referred to as Dynasty Development  
23 Management, LLC and its real property and business holdings in or about Evanston,  
24 Wyoming. Eric, through the ELN Trust and Dynasty Development Management, LLC  
25 purchased "Wyoming Downs" during the pendency of this action. The Decree  
26 beginning at page 45, line 23 and continuing through page 46, line 3, identifies that  
27

---

28 <sup>5</sup> Decree at page 20, lines 7-9.

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

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

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

## 14 II. LEGAL ARGUMENT

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

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

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

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

32 The relief Lynita has requested in this Motion is not extraordinary. Rather, this  
33 Motion is brought to ensure clarity of this Court's property division, to allow the

1 parties to begin to effectuate the transfer of assets as ordered by the Court, and to  
2 dispose of the last remaining asset not addressed by the Decree.

3       **A. Mississippi Properties**

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

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

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

1 documents for the party that refuses to sign said documents to ensure that there is a  
2 full and complete transfer of the interest of one to the other as provided in the Decree  
3 of Divorce.

4 **B. Banone Properties**

5 Lynita's second request to amend and alter the judgment issued on June 3, 2013  
6 is to address the illusory award of \$1,184,236 in Banone, LLC properties to Lynita.  
7 During the pendency of this action, after the implementation of the Joint Preliminary  
8 Injunction, Eric sold two (2) of the Banone, LLC properties located in Nevada. These  
9 two (2) properties are the properties located at 5704 Roseridge Avenue (which was sold  
10 for \$63,000 on or about January 23, 2012 to Keith Little, one of Eric's employees) and  
11 2209 Farmouth Circle (which was sold for \$88,166 to Wendell and Laurretta  
12 McGowan, the parents of Rochelle McGowan, one of Eric's employees). Despite these  
13 sales these two (2) properties remained on Eric's list of Banone, LLC properties which  
14 was provided to Larry Bertsch and were included in Mr. Bertsch's value for Banone,  
15 LLC.

16 This Court awarded the Banone, LLC properties to Lynita and issued a specific  
17 finding that "in order to avoid the ELN Trust from being unjustly enriched . . . the  
18 LSN Trust should be awarded the Banone, LLC properties held by ELN Trust with a  
19 comparable value of \$1,184,236". To prevent this Court's award to Lynita from being  
20 illusory, the Decree will need to be amended and altered to award awarding Lynita an  
21 additional \$151,166 in cash or other assets. Lynita suggests the simplest manner of  
22 doing so would be to award her an additional \$151,166 from the approximate  
23 \$500,000 in cash awarded to Eric from the \$1,568,000 previously held in trust by  
24 David Stephens, Esq. Alternately, this Court could award Lynita other income  
25 producing assets<sup>6</sup>.

26  
27 <sup>6</sup> As the Court's decision imputes a monthly cash flow to Lynita in the amount of \$13,000 from  
28 the income producing properties she is to receive in the overall divorce settlement the \$151,166 must  
be in the form of cash or income producing assets. The only other income producing assets which exist  
are the Banone Arizona properties which have been individually itemized by Larry Bertsch in his July



1       C.     Wyoming Downs

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

11       Lynita proposes two ways for the Court to reach a the resolution of this issue.  
12 First, this Court could amend or Alter its June 3, 2013 Decree of Divorce and enter an  
13 Order for Declaratory Relief, specifically declaring that Plaintiff and Defendant each  
14 hold a 50% membership interest in Dynasty Development Management, LLC, and all  
15 of its holdings, including the horse racing track and RV park which was purchased by  
16 Plaintiff through Dynasty Development Management, LLC during the course of this  
17 divorce action from Wyoming Racing, LLC for \$440,000.00 ("Wyoming Downs").  
18 This declaratory relief would be consistent with the holding of First Nat'l Bank v.  
19 Wolff, 66 Nev. 51, 202 P.2d 878 (1949), that indicates that "[a]fter the divorce, the  
20 parties to the divorce suit become tenants in common in the omitted property." Id. at  
21 56, 202 P.2d at 881; accord Molvik v. Molvik, 31 Wn.App. 133, 639 P.2d 238 (1982);  
22 Henn v. Henn, 26 Cal.3d 323, 161 Cal.Rptr. 502, 605 P.2d 10 (1980). Alternatively,  
23 Lynita requests this Court re-open this case and permit discovery concerning the  
24 transaction involving Dynasty Development Management, LLC and Wyoming Racing,  
25 which occurred in or about January 2013 and resulted in the purchase of Wyoming  
26  
27  
28

---

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

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

#### 6 D. Attorney Fees

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

#### 14 III. CONCLUSION

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

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

22 2. That the Court Amend or Alter its June 3, 2013 Decree of Divorce to  
23 Order Eric and/or Lana Martin, in her capacity as the individual delegated by Eric to  
24 "defend, maintain and pursue any and all actions on behalf of the Eric L. Nelson  
25 Nevada Trust dated May 30, 2001 in relation to such claims" as set forth in the  
26 document entitled "Delegation of Lana A. Martin" dated August 19, 2011 to execute  
27

---

28 <sup>7</sup> Based upon information available online it appears that Eric intends to conduct a 16 day horse  
racing event at Wyoming Downs as early as Spring 2014. See Exhibit C.

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

3       3. That the Court Amend or Alter its June 3, 2013 Decree of Divorce to  
4 include an Order requiring the parties to this action to execute any and all deeds,  
5 assignments, or any and all other instruments that may be required in order to  
6 effectuate the transfer of any and all interest either may have in and to the property  
7 awarded to Eric or Lynita (or either party's respective Trust) as set forth in the June 3,  
8 2013 Decree of Divorce within ten (10) days of presentation, or if any party refuses to  
9 sign said documents then the Clerk of the Court shall sign the documents for the party  
10 that refuses to sign said documents to ensure that there is a full and complete transfer  
11 of the interest of one to the other as provided in the Decree of Divorce.

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

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

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

DATED this 17<sup>th</sup> day of June, 2013.

THE DICKERSON LAW GROUP

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

- 1
- 2
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I, KATHERINE L. PROVOST, ESQ., declare under penalty of perjury under the law of the State of Nevada that the following statement is true and correct:

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

FURTHER DECLARANT SAYETH NAUGHT.

  
KATHERINE L. PROVOST, ESQ.

1 0001

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

8 ERIC L. NELSON

9 Plaintiff(s),

CASE NO. D411537

10 -VS-

DEPT. NO. O

11 LYNITA SUE NELSON

12 Defendant(s).

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

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

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

17 **Motions and**  
18 **Oppositions to Motions**  
19 **filed after entry of a final**  
20 **order pursuant to NRS**  
21 **125, 125B or 125C are**  
22 **subject to the Re-open**  
23 **filing fee of \$25.00,**  
24 **unless specifically**  
25 **excluded. (NRS 19.0312)**

26 **NOTICE:**

27 *If it is determined that a motion or*  
28 *opposition is filed without payment*  
*of the appropriate fee, the matter*  
*may be taken off the Court's*  
*calendar or may remain undecided*  
*until payment is made.*

**Mark correct answer with an "X."**

1. No final Decree or Custody Order has been entered. ☐ YES ☒ NO
2. This document is filed solely to adjust the amount of support for a child. No other request is made.  
☐ YES ☒ NO
3. This motion is made for reconsideration or a new trial and is filed within 10 days of the Judge's Order. If YES, provide file date of Order: \_\_\_\_  
☐ YES ☒ NO

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

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

30 Dated this 17<sup>th</sup> of June, 2002013

Sharon Adalca  
Printed Name of Preparer

[Signature]  
Signature of Preparer



# Exhibit “A”

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(11)<sup>2</sup> Parcel ID 164F-0-18-003.001 - Part of the NE 1/4 of SE 1/4 South of Railroad

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

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

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

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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

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

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

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

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

(33) Parcel ID 164K-0-20-035.000 - Part of Lots 1, 2, 13-16, Block 112, Gulfview Subdivision

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

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

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

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


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

- (39) Parcel ID 164K-0-20-046.000 - All of Block 107, Gulfview Subdivision
- (40) Parcel ID 164K-0-20-047.000 - All of Block 108, Gulfview Subdivision
- (41) Parcel ID 164K-0-20-048.000 - All of Block 109, Gulfview Subdivision
- (42) Parcel ID 164K-0-20-049.000 - Lots 1-16, Block 115, Gulfview Subdivision
- (43) Parcel ID 164L-0-19-052.000 - Lot 9, Block 61, Gulfview Subdivision
- (44) Parcel ID 164L-0-19-053.000 - All of Block 61 except Lot 9, Gulfview Subdivision
- (45) Parcel ID 164L-0-19-064.000 - Lots 1 -4 & 13-16, Block 70, Gulfview Subdivision
- (46) Parcel ID 164L-0-19-080.001 - Lots 15 & 16, Block 83, Gulfview Subdivision & part of abandoned Michigan Street
- (47) Parcel ID 1640-0-17-053.000 - Block 40-A, 4 & 5, Chalona Beach AA-17
- (48) Parcel ID 164K-0-20-023.000 - Lots 9-12, Block 104, Gulfview Subdivision
- (49) Parcel ID 164K-0-20-023.001 - Part of Block 104, Gulfview Subdivision
- (50) Parcel ID 164P-0-19-059.000 - Lots 9-12 Block 82, Gulfview Subdivision



# **EXHIBIT 10**

# **EXHIBIT 10**



CLERK OF THE COURT

1 XCAN  
MARK A. SOLOMON, ESQ.  
2 Nevada State Bar No. 0418  
E-mail: [msolomon@sdfnvlaw.com](mailto:msolomon@sdfnvlaw.com)  
3 JEFFREY P. LUSZECK  
Nevada State Bar No. 9619  
4 E-mail: [jluszeck@sdfnvlaw.com](mailto:jluszeck@sdfnvlaw.com)  
**SOLOMON DWIGGINS & FREER, LTD.**  
5 Cheyenne West Professional Centre  
9060 W. Cheyenne Avenue  
6 Las Vegas, Nevada 89129  
Telephone No.: (702) 853-5483  
7 Facsimile No.: (702) 853-5485

8 *Attorneys for Eric L. Nelson, Investment Trustee*  
9 *of the ERIC L. NELSON NEVADA TRUST*  
10 *dated May 30, 2001*

11 **DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

13 ERIC L. NELSON,

14 Plaintiff/Counterdefendant,

15 vs.

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

18 Defendants/Counterclaimants.

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

21 Crossclaimant,

22 vs.

23 LYNITA SUE NELSON,

24 Crossdefendant.

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

25  
26 **ANSWER TO LYNITA SUE NELSON'S FIRST AMENDED CLAIMS FOR RELIEF**  
27 **AGAINST ERIC L. NELSON, INVESTMENT TRUSTEE OF THE ERIC L. NELSON**  
28 **NEVADA TRUST dated May 30, 2001**

1 Due to the conflict of interest that ERIC L. NELSON, Investment Trustee of the ERIC L.  
2 NELSON NEVADA TRUST dated May 30, 2001 ("ELN Trust"), has pertaining to the claims  
3 asserted by LANA MARTIN, Distribution Trustee of the ELN Trust, in the aforementioned action,  
4 ERIC L. NELSON authorized and delegated LANA MARTIN to defend, maintain and pursue any  
5 and all actions on behalf of the ELN Trust in relation to this lawsuit. Due to the same conflict of  
6 interest that ERIC L. NELSON, Investment Trustee of the ELN Trust, has pertaining to the claims  
7 asserted by LYNITA S. NELSON, ERIC L. NELSON authorizes and delegates LANA MARTIN,  
8 Distribution Trustee of the ELN Trust, to defend, maintain and pursue any and all actions on behalf  
9 of the ELN Trust, in relation to such claims, and hereby adopts and incorporates the Answer to  
10 LYNITA S. NELSON'S First Amended Claims for Relief Against the ELN Trust filed by LANA  
11 MARTIN, Distribution Trustee of the ELN Trust, as though fully set herein.

12 DATED this 1<sup>st</sup> day of June, 2012.

13 SOLOMON DWIGGINS & FREER, LTD.

14 By: 

15 MARK A. SOLOMON, ESQ.

16 Nevada State Bar No. 0418

17 JEFFREY P. LUSZECK

18 Nevada State Bar No. 9619

19 Cheyenne West Professional Centre'

20 9060 West Cheyenne Avenue

21 Las Vegas, Nevada 89129

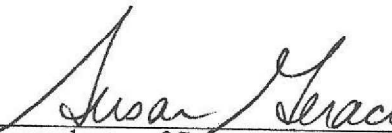
22 Attorneys for Eric L. Nelson, Investment Trustee of  
23 the ERIC L. NELSON NEVADA TRUST  
24  
25  
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28

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that pursuant to EDCR 7.26(a), service of the foregoing **ANSWER**  
**TO LYNITA SUE NELSON'S FIRST AMENDED CLAIMS FOR RELIEF AGAINST THE**  
**ERIC L. NELSON NEVADA TRUST dated May 30, 2001** was made on this 1<sup>st</sup> day of June,  
2012, by sending a true and correct copy of the same by United States Postal Service, first class  
postage fully prepaid, to the following at his last known address as listed below:

Rhonda K. Forsberg, Esq.  
Nevada State Bar No. 009557  
Forsberg & Douglas  
Via E-mail Only [rhonda@ifdlaw.com](mailto:rhonda@ifdlaw.com)  
Attorney for Counterdefendant, Eric L.  
Nelson

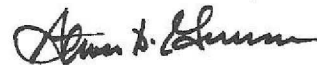
Robert P. Dickerson, Esq.  
Dickerson Law Group  
1745 Village Center Circle  
Las Vegas, NV 89134

  
An employee of SOLOMON DWIGGINS & FREER, LTD.

# **EXHIBIT 11**

**EXHIBIT 11**





CLERK OF THE COURT

1 XCAN  
2 RHONDA K. FORSBERG, CHARTERED  
3 RHONDA K. FORSBERG, ESQ.  
4 Nevada State Bar No. 009557  
5 1070 W. Horizon Ridge Parkway #100  
6 Henderson, Nevada 89012  
7 T: 702-800-3588  
8 F: 702-800-3589  
9 Rhonda@jfdllaw.com

10 *Attorneys for Counterdefendants/  
11 Crossdefendants/Third-Party Defendants,  
12 Eric Nelson, Individually*

13 EIGHTH JUDICIAL DISTRICT COURT  
14 CLARK COUNTY, NEVADA

15 ERIC L. NELSON,

16 Plaintiff/Counterdefendant,

CASE NO: D-09-411537-D  
DEPT NO: O

FAMILY DIVISION

17 LYNITA SUE NELSON,

18 Defendant/Counterclaimant.

19 ERIC L. NELSON NEVADA TRUST  
20 Dated May 30, 2001, and LSN NEVADA  
21 TRUST date May 30, 2001,

22 Necessary Parties (joined in this action  
23 Pursuant to Stipulation and Order  
24 entered August 9, 2011)

1 LANA MARTIN, as Distribution Trustee  
2 Of the ERIC L. NELSON NEVADA TRUST  
3 dated May 30, 2001,

4 Necessary Parties (joined in this action  
5 Pursuant to Stipulation and Order  
6 entered August 9, 2011)/Purported  
7 Counterclaimant and Crossclaimant,

8 vs.

9 LYNITA SUE NELSON and ERIC NELSON,

10 Purported Cross-Defendant and  
11 Counterdefendant.

12 LYNITA SUE NELSON,

13 Counterclaimant, Cross-Claimant,

14 vs.

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

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

**ANSWER AND COUNTERCLAIM TO LYNITA SUE NELSON'S FIRST AMENDED CLAIMS  
FOR RELIEF AGAINST ERIC L. NELSON INDIVIDUALLY AND AS INVESTMENT  
TRUSTEE OF THE ERIC L. NELSON NEVADA TRUST dated MAY 30, 2001**

Eric L. Nelson individually by and through his Counsel of Record, RHONDA K. FORSBERG, ESQ., hereby files his Answer to Lynita Sue Nelson's ("Lynita") First Amended Claims for Relief as follows:

**INTRODUCTION AND NATURE OF THE ACTION BEING FILED BY  
LYNITA SUE NELSON**

1. Eric L. Nelson admits the allegations set forth in paragraphs 1.

2. In Paragraph 2, Eric admits that Lana Martin filed a document in the aforementioned action entitled "Answer to Complaint for Divorce and Counterclaim and Cross-Claim" on or around August 19, 2011. Eric denies the remaining allegations contained therein.

3. Eric L. Nelson denies the allegations set forth in paragraphs 8, 9 and 17.

4. In Paragraphs No.'s 3(A) - (G), 4, 7, Eric is without sufficient knowledge or information to form a belief as to the truth of the allegation contained in said Paragraphs, and on that basis denies each and every allegation contained therein.

5. In Paragraph 5, Eric admits that the Distribution Trustee filed the "Answer to Complaint for Divorce and Counterclaim and Cross-Claim" approximately 27 months after the Complaint for Divorce was filed. Eric denies the remaining allegations contained therein.

6. In Paragraph 6, Eric admits he has acted as investment trustee to the ELN Trust and been an advisor to Lynita Sue Nelson in her capacity as investment trustee to the LSN Trust. Eric denies the remaining allegations contained therein.

7. In Paragraph 10, Eric admits that Lana Martin and Nola Harber have served as the Distribution Trustee of both the ELN Trust and the LSN Trust, and that Lana Martin currently serves as



1 the Distribution Trustee of the ELN Trust. Eric further admits that Joan B. Ramos and Rochelle  
2 McGowan are employees of the ELN Trust and/or an entity owned by the ELN Trust. Eric Denies the  
3 remaining allegations contained therein.

4  
5 8. In Paragraph 11, Eric admits that distributions were made to Eric L. Nelson in  
6 accordance with the terms of the ELN Trust. Eric denies the remaining allegations contained therein.

7  
8 9. In Paragraph 12, Eric admits that Eric L. Nelson serves as the Investment Trustee  
9 of the ELN Trust and has acted in accordance with the terms of the same. Eric denies the remaining  
10 allegations contained therein.

11  
12 10. In Paragraph 13, Eric admits that Joan B. Ramos and/or Rochelle McGowan are  
13 employees of the ELN Trust and/or an entity owned by the ELN Trust. Eric denies the remaining  
14 allegations contained therein.

15  
16 11. In Paragraph 14, Eric admits he has acted as investment trustee to the ELN Trust  
17 and been an advisor to Lynita Sue Nelson in her capacity as investment trustee to the LSN Trust. Eric  
18 denies the remaining allegations contained therein.

19  
20 12. In Paragraph 15, Eric admits he has acted as investment trustee to the ELN Trust  
21 and been an advisor to Lynita Sue Nelson in her capacity as investment trustee to the LSN Trust. Eric  
22 denies the remaining allegations contained therein.

23  
24 13. In Paragraph 16, Eric admits that Lana e-mailed the law office of Jeffrey Borr in  
25 or around June 2003, and that said e-mail speaks for itself. Eric denies the remaining allegations  
26 contained therein.

27  
28  
**PARTIES**

14. Eric L. Nelson individually admits the allegations set forth in paragraphs 18.

1           15. In Paragraph 19, Eric admits that Lana Martin is a resident of Clark County,  
2 Nevada and is the Distribution Trustee of the ELN Trust. Eric further admits that Lana Martin is a  
3 former Distribution Trustee of the LSN Trust. Eric denies the remaining allegations contained therein.

4           16. In Paragraph 20, Eric admits that Nola Harber 1) was serving a voluntary mission  
5 for The Church of Jesus Christ of Latter Day Saints in Hawaii; 2) is the sister of Eric L. Nelson; 3) is a  
6 former Distribution Trustee of the ELN Trust; and 4) a former Distribution Trustee of the LSN Trust.  
7 Eric denies the remaining allegations contained therein.

8           17. In Paragraph 21, Eric admits that Rochelle McGowan is a resident of Clark  
9 County, Nevada and an employee of the ELN Trust or an entity owned y the ELN Trust. Eric denies  
10 the remaining allegations contained therein.

11           18. In Paragraph 22, Eric admits that Joan B. Ramos is a resident of Clark County,  
12 Nevada and an employee of the ELN Trust or an entity owned by the ELN Trust. Eric denies the  
13 remaining allegations contained therein.

14           19. The allegations contained within paragraph 23 of the Cross-Claim state  
15 conclusions to which no response is required. To the extent a response is required, the Trustee is  
16 without sufficient knowledge or information to form a belief as to the truth of the allegations contained  
17 in said Paragraph, and on that basis denies each and every allegation contained therein.

18  
19  
20  
21  
22                   JURISDICTION AND VENUE

23           20. Eric L. Nelson denies the allegations set forth in paragraphs 24, 25, 26, and 27 of  
24 the Cross Claims.

25           ...

26           ...

27           ...

ADDITIONAL FACTS

21. In Paragraph 28, Eric admits that the ELN Trust was created on or around May 30, 2001, and that Lana Martin was named as the Distribution Trustee and Eric L. Nelson was named as the Investment Trustee. Eric denies the remaining allegations contained therein.

22. In Paragraph 29, Eric admits that the LSN Trust was created on or around May 30, 2001, and that Lana Martin was named as the Distribution Trustee and Lynita Sue Nelson was named as the Investment Trustee. Eric denies the remaining allegations contained therein.

23. In Paragraph 30, Eric admits that the ELN Trust and LSN Trust are Nevada self-settled spendthrift trusts. Eric denies the remaining allegations contained therein.

24. In Paragraph 31, Eric admits that the ELN Trust and LSN Trust were drafted by the law offices of Jeffrey Burr. Eric denies the remaining allegations contained therein.

25. Eric L. Nelson denies the allegations set forth in paragraphs 32, 33, and 34 of the Cross Claim.

26. In Paragraph 35, 36, 38, 39, 40, 41, 42, and 43 of the Cross-Claim, Eric admits that the terms of the ELN Trust and LSN Trust speak for themselves. Eric denies the remaining allegations contained therein.

27. In Paragraph 37, of the Cross-Claim, Eric is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in said Paragraph, and on that basis denies each and every allegation contained therein.

28. In regards to Paragraph 44 of the Cross-Claim, Eric admits that the legal fees incurred by the ELN Trust in this Divorce Proceeding are being paid from the ELN Trust pursuant to its terms. Eric denies the remaining allegations contained therein.



29. Eric L. Nelson denies the allegations set forth in paragraphs 45, 46, 48, 49, 50, 53, 54, 55, 56, 61, 63, 64, 65, 66, 67, 68, 69, 70, 72, 73, 74, 75, 76, and 77 of the Cross Claim.

30. In regards to Paragraphs 47 of the Cross-Claim, Eric admits that on or about February 22, 2007, Lana was replaced by Nola as Distribution Trustee for ELN Trust and that Nola is Eric's sister. Eric denies the remaining allegations contained therein.

31. In regards to Paragraphs 51, and 52, of the Cross-Claim, Eric admits that on or about February 22, 2007, Lana was replaced by Nola as Distribution Trustee for LSN Trust and that Nola is Eric's sister. Eric denies the remaining allegations contained therein.

32. In regards to Paragraphs 57, 58 (A) – (I), 59 and 60 of the Cross-Claim, Eric admits that the report entitled "Source and Application of Funds for Eric L. Nelson Nevada Trust" speaks for itself. Eric Denies the remaining allegations contained therein.

33. In regards to Paragraph 62 of the Cross-Claim, Eric admits that he filed his Complaint for Divorce against Lynita. Eric denies the remaining allegations contained therein.

34. In regards to Paragraph 71, Eric is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in said Paragraphs, and on that basis denies each and every allegation contained therein.

**FIRST CLAIM FOR RELIEF (VEIL-PIERCING AGAINST THE ELN TRUST)<sup>1</sup>**

35. The allegations contained within Paragraph No. 78 of the Cross-Claim state conclusions to which no response is required. To the extent a response is required, Eric is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in said Paragraph, and on that basis denies each and every allegation contained therein.

---

<sup>1</sup> Lynita S. Nelson's Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth and Fifteenth Claims for Relief have been dismissed; and as such, no response is necessary for said claims.

1           36. Eric L. Nelson denies the allegations set forth in paragraphs 79, 80, 81, and 83 of  
2 the Cross-Claim.

3           37. In answering paragraph 82<sup>2</sup>, Eric is without sufficient knowledge or information  
4 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies  
5 each and every allegation contained therein.  
6

7           **SECOND CLAIM FOR RELIEF (REVERSE VEIL-PIERCING AGAINST THE ELN TRUST)**

8           38. The allegations contained within Paragraph No. 84 of the Cross-Claim state  
9 conclusions to which no response is required. To the extent a response is required, Eric is without  
10 sufficient knowledge or information to form a belief as to the truth of the allegations contained in said  
11 Paragraph, and on that basis denies each and every allegation contained therein.  
12

13           39. Eric L. Nelson denies the allegations set forth in paragraphs 85, 86, 87, and 89 of  
14 the Cross-Claim.

15           40. In answering paragraph 88<sup>3</sup>, Eric is without sufficient knowledge or information  
16 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies  
17 each and every allegation contained therein.  
18

19           **FOURTEENTH CLAIM FOR RELIEF**  
20           **(CONSTRUCTIVE TRUST AGAINST THE ELN TRUST)**

21           41. The allegations contained within Paragraph No. 162 of the Cross-Claim state  
22 conclusions to which no response is required. To the extent a response is required, Eric is without  
23 sufficient knowledge or information to form a belief as to the truth of the allegations contained in said  
24 Paragraph, and on that basis denies each and every allegation contained therein.  
25

26  
27 <sup>2</sup> Lynita S. Nelson's claim for Veil-Piercing under NR 78.487 has been dismissed, and as such, no  
28 response is necessary for said claim.

<sup>3</sup> Lynita S. Nelson's claim for Veil-Piercing under NR 78.487 has been dismissed, and as such, no  
response is necessary for said claim.

42. Eric L. Nelson denies the allegations set forth in paragraphs 163, 164, 165, 166 and 167 of the Cross-Claim.

**FIFTEENTH CLAIM FOR RELIEF**  
**(INJUNCTIVE RELIEF AGAINST THE ELN TRUST)**

43. The allegations contained within Paragraph No. 168 of the Cross-Claim state conclusions to which no response is required. To the extent a response is required, Eric is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in said Paragraph, and on that basis denies each and every allegation contained therein.

44. Eric L. Nelson denies the allegations set forth in paragraphs 169, 170 and 171 of the Cross-Claim.

**AFFIRMATIVE DEFENSES**

In addition to the defenses set forth above, Eric interposes the following affirmative defenses:

45. This Court lacks jurisdiction to hear matters arising under Title 12 and 13 of the Nevada Revised Statutes as NRS 164.015(1) specifically provides that the probate "court has exclusive jurisdiction of proceedings initiated by the petition of an interested person concerning the internal affairs of a nontestamentary trust...."

46. Lynita S. Nelson's claims are barred due to her failure to comply with NRS 164.015.

47. This Court lacks jurisdiction to enter the injunction against the ELN Trust because an injunction pertains to "the internal affairs of a nontestamentary trust...." and is therefore subject to the Probate Court's exclusive jurisdiction under Title 12 and Title 13 of the Nevada Revised Statutes.

48. Lynita S. Nelson failed to comply with NRS 30.060, which mandates that "[a]ny action for declaratory relief under this section may only be made in a proceeding commenced pursuant to the provisions of title 12 or 13 of NRS, as appropriate."

49. Lynita S. Nelson's allegations pertaining to the ELN Trust cannot and should not be considered in alter ego claims under NRS 163.418.

50. Lynita S. Nelson's Cross-Claims are time-barred by NRS 166.170 and/or other applicable statute of limitations.

51. Lynita S. Nelson's Cross-Claims fail to state facts sufficient to constitute a cause of action against the ELN Trust.

52. To the extent that any or all occurrences, happenings, injuries, and/or damages alleged in Lynita S. Nelson's Cross-Claim were proximately caused and contributed to by the wrongful acts and/or omissions of Lynita S. Nelson, Lynita S. Nelson is precluded from obtaining judgment against the ELN Trust.

53. Lynita S. Nelson is barred from any recovery against the ELN Trust based upon the doctrines of waiver, estoppel, laches and unclean hands.

54. Eric Nelson may have other affirmative defenses that are not currently known but which may become known through the course of discovery, and reserves the right to allege such affirmative defenses as they become known.

#### COUNTERCLAIM

I. On or about August 9, 2011, the Court in this action, Case No. D-09-411537-D, entitled "ERIC L. NELSON, Plaintiff/Counterdefendant v. LYNITA SUE NELSON, Defendant/Counterclaimant" (the "Instant Divorce Action"), entered an Order joining the ERIC L. NELSON NEVADA TRUST Dated May 30, 2001 ("ELN Trust"), and the LYNITA SUE NELSON Nevada Trust dated May 30, 2001 ("LSN Trust"), as necessary parties to this action.

1                   2           On or about 1993, the parties entered into a valid separate property agreement and  
2 placed their separate assets into Separate property trusts in order to comply with Lynita's request that  
3 she did not want to be involved in any gaming ventures that Eric chose to be involved in.  
4

5                   3           On or about May 30, 2001, the ELN Trust and the LSN Trust were created to  
6 enhance the protection afforded the assets in each of the parties 1993 separate property trusts.  
7

8                   4           The ELN Trust should be declared valid by this Court.  
9

10                  5           Should the Court find the ELN Trust invalid and/or the Alter Ego of Eric L.  
11 Nelson, this Court should handle in like manner and declare the LSN Trust invalid.

12 Dated this 10th day of July, 2012.

13 RHONDA K. FORSBERG, CHARTERED

14   
15 RHONDA K. FORSBERG, ESQ.

16 Nevada Bar No. 009557

17 1070 W. Horizon Ridge Pkwy. #100

18 Henderson, Nevada 89012

19 *Attorneys for Counterdefendants/  
20 Crossdefendants/Third-Party Defendants,  
21 Eric Nelson, Individually.*  
22  
23  
24  
25  
26  
27  
28



CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Rhonda K. Forsberg, Chartered ("the Firm"). I am over the age of 18 and not a party to the within action. I am "readily familiar" with firm's practice of collection and processing correspondence for mailing. Under the Firm's practice, mail is to be deposited with the U.S. Postal Service on the same day as stated below, with postage thereon fully prepaid.

I served the foregoing document described as "ANSWER AND COUNTERCLAIM TO LYNITA SUE NELSON'S FIRST AMENDED CLAIMS FOR RELIEF AGAINST ERIC L. NELSON INDIVIDUALLY AND AS INVESTMENT TRUSTEE OF THE ERIC L. NELSON NEVADA TRUST dated MAY 30, 2001" on this 18<sup>th</sup> day of June 2012, to all interested parties as follows:

☒ BY MAIL: Pursuant To NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope addressed as follows:


☒ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via telecopier to the facsimile number shown below:

☒ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via electronic mail to the electronic mail address shown below:

☒ BY CERTIFIED MAIL: I placed a true copy thereof enclosed in a sealed envelope, return receipt requested, addressed as follows:

Robert P. Dickerson, Esq.  
The Dickerson Law Group  
1745 Village Center Circle  
Facsimile: (702) 388-0210  
Las Vegas, Nevada 89134

Mark A. Solomon, Esq. and Jeffrey P. Luszeck, Esq.  
Solomon Duggins Freer & Morse, LTD  
Cheyenne West Professional Centre  
9060 W. Cheyenne Avenue  
Facsimile: (702) 853-5485  
Las Vegas, Nevada 89129

  
An employee of Rhonda K. Forsberg, Chartered



# **EXHIBIT 9**

Electronically Filed  
Nov 25 2014 09:05 a.m.  
Tracie K. Lindeman  
Clerk of Supreme Court

# **EXHIBIT 9**

1 XCAN  
MARK A. SOLOMON, ESQ.  
2 Nevada State Bar No. 0418  
E-mail: msolomon@sdfnvlaw.com  
3 JEFFREY P. LUSZECK  
Nevada State Bar No. 9619  
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SOLOMON DWIGGINS & FREER, LTD.  
5 Cheyenne West Professional Centre  
9060 W. Cheyenne Avenue  
6 Las Vegas, Nevada 89129  
Telephone No.: (702) 853-5483  
7 Facsimile No.: (702) 853-5485

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06/01/2012 12:39:17 PM



CLERK OF THE COURT

8 *Attorneys for Lana Martin, Distribution Trustee*  
9 *of the ERIC L. NELSON NEVADA TRUST*  
10 *dated May 30, 2001*

11 DISTRICT COURT  
12 CLARK COUNTY, NEVADA

13 ERIC L. NELSON,

14 Plaintiff/Counterdefendant,

15 vs.

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

18 Defendants/Counterclaimants.

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

21 Crossclaimant,

22 vs.

23 LYNITA SUE NELSON,

24 Crossdefendant.

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

25  
26 **ANSWER TO LYNITA SUE NELSON'S FIRST AMENDED CLAIMS FOR RELIEF**  
27 **AGAINST LANA MARTIN, DISTRIBUTION TRUSTEE OF THE ERIC L. NELSON**  
28 **NEVADA TRUST dated May 30, 2001, AND THE ERIC L. NELSON NEVADA TRUST**  
**dated MAY 30, 2001**

1 Lana Martin, Distribution Trustee ("Trustee") of the ERIC L. NELSON NEVADA TRUST  
2 dated May 30, 2001 ("ELN Trust"), by an through her Counsel of Record, Solomon Dwiggins &  
3 Freer, Ltd., hereby files her Answer to Lynita Sue Nelson's ("Lynita") First Amended Claims for  
4 Relief Against the Eric L. Nelson Nevada Trust dated May 30, 2001 ("Cross-Claim"), as follows:  
5

6 **INTRODUCTION AND NATURE OF THE ACTION BEING FILED BY LYNITA SUE**  
7 **NELSON**

8 In answering Paragraph No. 1 of the Cross-Claim, the Trustee admits all of the allegations  
9 therein.

10 In answering Paragraph No.'s 3 (A) - (G), 4, 6-9, 14-15 and 17 of the Cross-Claim, the  
11 Trustee is without sufficient knowledge or information to form a belief as to the truth of the  
12 allegations contained in said Paragraphs, and on that basis denies each and every allegation  
13 contained therein.

14 In answering Paragraph 2 of the Cross-Claim, the Trustee admits that she, in her capacity  
15 as Distribution Trustee, filed a document in the aforementioned action entitled "Answer to  
16 Complaint for Divorce and Counterclaim and Cross-Claim" on or around August 19, 2011. The  
17 Trustee denies the remaining allegations contained therein.

18 In answering Paragraph No. 5 of the Cross-Claim, the Trustee admits that she filed the  
19 "Answer to Complaint for Divorce and Counterclaim and Cross-Claim" approximately 27 months  
20 after the Complaint for Divorce was filed. The Trustee denies the remaining allegations contained  
21 therein.

22 In answering Paragraph No. 10 of the Cross-Claim, the Trustee admits that she and Nola  
23 Harber have served as the Distribution Trustee of both the ELN Trust and LSN Trust, and that she  
24 currently serves as the Distribution Trustee of the ELN Trust. The Trustee further admits that Joan  
25 B. Ramos and Rochelle McGowan are employees of the ELN Trust and/or an entity owned by the  
26 ELN Trust. The Trustee denies the remaining allegations contained therein.

27 In answering Paragraph No. 11 of the Cross-Claim, the Trustee admits that distributions  
28 were made to Eric L. Nelson in accordance with the terms of the ELN Trust. The Trustee denies  
the remaining allegations contained therein.

1 In answering Paragraph No. 12 of the Cross-Claim, the Trustee admits that Eric L. Nelson  
2 serves as the Investment Trustee of the ELN Trust and has acted in accordance with the terms of  
3 the same. The Trustee denies the remaining allegations contained therein.

4 In answering Paragraph No. 13 of the Cross-Claim, the Trustee admits that Joan B. Ramos  
5 and/or Rochelle McGowan are employees of the ELN Trust and/or an entity owned by the ELN  
6 Trust. The Trustee denies the remaining allegations contained therein.

7 In answering Paragraph No. 16 of the Cross-Claim, the Trustee admits that she e-mailed the  
8 law office of Jeffrey Burr in or around June 2003 and that said e-mail speaks for itself. The Trustee  
9 denies the remaining allegations contained therein.

10 **PARTIES**

11 In answering Paragraph No. 18 of the Cross-Claim, the Trustee admits that the Complaint  
12 for Divorce and Answer and Counterclaim allege that Eric L. Nelson and Lynita S. Nelson are  
13 husband and wife. The Trustee further admits that Eric L. Nelson is the Investment Trustee of the  
14 ELN Trust. The Trustee denies the remaining allegations contained therein.

15 In answering Paragraph No. 19 of the Cross-Claim, the Trustee admits that she is a resident  
16 of Clark County, Nevada and is the Distribution Trustee of the ELN Trust. The Trustee further  
17 admits that she is a former Distribution Trustee of the LSN Trust. The Trustee denies the remaining  
18 allegations contained therein.

19 In answering Paragraph No. 20 of the Cross-Claim, the Trustee admits that Nola Harber is:  
20 (1) serving a voluntary mission for The Church of Jesus Christ of Latter-Day Saints in Laie, Hawaii;  
21 (2) the sister of Eric L. Nelson; (3) a former Distribution Trustee of the ELN Trust; and (4) a former  
22 Distribution Trustee of the LSN Trust. The Trustee denies the remaining allegations contained  
23 therein.

24 In answering Paragraph No. 21 of the Cross-Claim, the Trustee admits that Rochelle  
25 McGowan is an employee of the ELN Trust or an entity owned by the ELN Trust. The Trustee  
26 denies the remaining allegations contained therein.

1 In answering Paragraph No. 22 of the Cross-Claim, the Trustee admits that Joan B. Ramos  
2 is an employee of the ELN Trust or an entity owned by the ELN Trust. The Trustee denies the  
3 remaining allegations contained therein.

4 The allegations contained within Paragraph No. 23 of the Cross-Claim state conclusions to  
5 which no response is required. To the extent a response is required, the Trustee is without sufficient  
6 knowledge or information to form a belief as to the truth of the allegations contained in said  
7 Paragraph, and on that basis denies each and every allegation contained therein.

#### 8 JURISDICTION AND VENUE

9 In answering Paragraph No.'s 24, 25, 26 and 27 of the Cross-Claim, the Trustee denies all  
10 of the allegations therein.

#### 11 ADDITIONAL FACTS

12 In regards to Paragraph No. 28 of the Cross-Claim, the Trustee admits that the ELN Trust  
13 was created on or around May 30, 2001, and that she was named as the Distribution Trustee and  
14 Eric L. Nelson was named as the Investment Trustee. The Trustee denies the remaining allegations  
15 contained therein.

16 In regards to Paragraph No. 29 of the Cross-Claim, the Trustee admits that the LSN Trust  
17 was created on or around May 30, 2001, and that she was named as the Distribution Trustee and  
18 Lynita S. Nelson was named as the Investment Trustee. The Trustee denies the remaining  
19 allegations contained therein.

20 In regards to Paragraph No. 30 of the Cross-Claim, the Trustee admits that the ELN Trust  
21 and LSN Trust are Nevada self-settled spendthrift trusts. The Trustee denies the remaining  
22 allegations contained therein.

23 In regards to Paragraph No. 31 of the Cross-Claim, the Trustee admits that the ELN Trust  
24 and LSN Trust were drafted by the law offices of Jeffrey Burr. The Trustee is without sufficient  
25 knowledge or information to form a belief as to the truth of the remaining allegations contained in  
26 said Paragraph, and on that basis denies each and every allegation contained therein.



1 In answering Paragraph No.'s 32, 33 and 34 of the Cross-Claim, the Trustee is without  
2 sufficient knowledge or information to form a belief as to the truth of the allegations contained in  
3 said Paragraphs, and on that basis denies each and every allegation contained therein.

4 In regards to Paragraphs No.'s 35 and 36, 38, 39, 40, 41, 42 and 43 of the Cross-Claim, the  
5 Trustee admits that the terms of the ELN Trust and LSN Trust speak for themselves. The ELN Trust  
6 denies the remaining allegations contained therein.

7 In answering Paragraph No. 37 of the Cross-Claim, the Trustee is without sufficient  
8 knowledge or information to form a belief as to the truth of the allegations contained in said  
9 Paragraph, and on that basis denies each and every allegation contained therein.

10 In regards to Paragraph No. 44 of the Cross-Claim, the Trustee admits that the legal fees  
11 incurred by the ELN Trust in this Divorce Proceeding are being paid from the ELN Trust pursuant  
12 to its terms. The ELN Trust denies the remaining allegations contained therein.

13 In answering Paragraph No.'s 45, 46, 49, 50, 53 and 56 of the Cross-Claim, the Trustee  
14 denies all of the allegations therein.

15 In regards to Paragraph No.'s 47 and 48 of the Cross-Claim, the Trustee admits that on or  
16 around February 22, 2007, she was replaced by Nola Harber, who is the sister of Eric L. Nelson,  
17 as Distribution Trustee of the ELN Trust. The Trustee is without sufficient knowledge or  
18 information to form a belief as to the truth of the allegations contained in said Paragraphs, and on  
19 that basis denies each and every allegation contained therein.

20 In regards to Paragraph No.'s 51, 52, 54 and 55 of the Cross-Claim, the Trustee admits that  
21 on or around February 22, 2007, she was replaced by Nola Harber, who is the sister of Eric L.  
22 Nelson, as Distribution Trustee of the LSN Trust. The Trustee is without sufficient knowledge or  
23 information to form a belief as to the truth of the allegations contained in said Paragraphs, and on  
24 that basis denies each and every allegation contained therein.

25 In regards to Paragraphs No.'s 57, 58 (A) - (I), 59 and 60 of the Cross-Claim, the Trustee  
26 admits that the report entitled "Source and Application of Funds for Eric L. Nelson Nevada Trust"  
27 speaks for itself. The ELN Trust denies the remaining allegations contained therein.  
28



1 In answering Paragraph No. 61 of the Cross-Claim, the Trustee denies all of the allegations  
2 therein.

3 In answering Paragraph No. 62 of the Cross-Claim, the Trustee admits that Eric L. Nelson  
4 filed his Complaint for Divorce on or around May 6, 2009. The Trustee denies the remaining  
5 allegations contained therein.

6 In answering Paragraph No.'s 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76 and 77,  
7 the Trustee is without sufficient knowledge or information to form a belief as to the truth of the  
8 allegations contained in said Paragraphs, and on that basis denies each and every allegation  
9 contained therein.

10 **FIRST CLAIM FOR RELIEF**  
11 **(VEIL-PIERCING AGAINST THE ELN TRUST)**<sup>1</sup>

12 The allegations contained within Paragraph No. 78 of the Cross-Claim state conclusions to  
13 which no response is required. To the extent a response is required, the Trustee is without sufficient  
14 knowledge or information to form a belief as to the truth of the allegations contained in said  
15 Paragraph, and on that basis denies each and every allegation contained therein.

16 In answering Paragraph No.'s 79, 80 and 81 of the Cross-Claim, the Trustee denies all of  
17 the allegations therein.

18 In answering Paragraph No.'s 82<sup>2</sup> and 83 of the Cross-Claim, the Trustee is without  
19 sufficient knowledge or information to form a belief as to the truth of the allegations contained in  
20 said Paragraphs, and on that basis denies each and every allegation contained therein.

21 **SECOND CLAIM FOR RELIEF**  
22 **(REVERSE VEIL-PIERCING AGAINST THE ELN TRUST)**

23 The allegations contained within Paragraph No. 84 of the Cross-Claim state conclusions to  
24 which no response is required. To the extent a response is required, the Trustee is without sufficient

---

25 <sup>1</sup> Lynita S. Nelson's Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth,  
26 Eleventh, Twelfth, Thirteenth and Fifteenth Claims for Relief have been dismissed, and as such, no  
27 response is necessary for said claim.

28 <sup>2</sup> Lynita S. Nelson's claim for Veil-Piercing under NRS 78.487 has been dismissed,  
and as such, no response is necessary for said claim.

1 knowledge or information to form a belief as to the truth of the allegations contained in said  
2 Paragraph, and on that basis denies each and every allegation contained therein.

3 In answering Paragraph No.'s 85, 86 and 87 of the Cross-Claim, the Trustee denies all of  
4 the allegations therein.

5 In answering Paragraph No.'s 88<sup>3</sup> and 89 of the Cross-Claim, the Trustee is without  
6 sufficient knowledge or information to form a belief as to the truth of the allegations contained in  
7 said Paragraphs, and on that basis denies each and every allegation contained therein.

8 **FOURTEENTH CLAIM FOR RELIEF**  
9 **(CONSTRUCTIVE TRUST AGAINST THE ELN TRUST)**

10 The allegations contained within Paragraph No. 162 of the Cross-Claim state conclusions  
11 to which no response is required. To the extent a response is required, the Trustee is without  
12 sufficient knowledge or information to form a belief as to the truth of the allegations contained in  
13 said Paragraph, and on that basis denies each and every allegation contained therein.

14 In answering Paragraph No.'s 163, 164, 165 and 166 of the Cross-Claim, the Trustee denies  
15 all of the allegations therein.

16 In answering Paragraph No. 167 of the Cross-Claim, the Trustee is without sufficient  
17 knowledge or information to form a belief as to the truth of the allegations contained in said  
18 Paragraphs, and on that basis denies each and every allegation contained therein.

19 **FIFTEENTH CLAIM FOR RELIEF**  
20 **(INJUNCTIVE RELIEF AGAINST THE ELN TRUST)**

21 The allegations contained within Paragraph No. 168 of the Cross-Claim state conclusions  
22 to which no response is required. To the extent a response is required, the Trustee is without  
23 sufficient knowledge or information to form a belief as to the truth of the allegations contained in  
24 said Paragraph, and on that basis denies each and every allegation contained therein.

25 In answering Paragraph No.'s 169 and 170 of the Cross-Claim, the Trustee denies all of the  
26 allegations therein.

27  
28 <sup>3</sup> Lynita S. Nelson's claim for Veil-Piercing under NRS 78.487 has been dismissed,  
and as such, no response is necessary for said claim.

1 In answering Paragraph No. 171 of the Cross-Claim, the Trustee is without sufficient  
2 knowledge or information to form a belief as to the truth of the allegations contained in said  
3 Paragraphs, and on that basis denies each and every allegation contained therein.

4 **AFFIRMATIVE DEFENSES**

5 In addition to the defenses set forth above, the Trustee interposes the following affirmative  
6 defenses:

7 1. This Court lacks jurisdiction to hear matters arising under Title 12 and 13 of the  
8 Nevada Revised Statutes as NRS 164.015(1) specifically provides that the probate "court has  
9 exclusive jurisdiction of proceedings initiated by the petition of an interested person concerning the  
10 internal affairs of a nontestamentary trust. . ."

11 2. Lynita S. Nelson's claims are barred due to her failure to comply with NRS 164.015.

12 3 This Court lacks jurisdiction to enter the injunction against the ELN Trust because  
13 an injunction pertains to "the internal affairs of a nontestamentary trust. . .," and is therefore subject  
14 to the Probate Court's exclusive jurisdiction under Title 12 and Title 13 of the Nevada Revised  
15 Statutes.

16 4 Lynita S. Nelson failed to comply with NRS 30.060, which mandates that "[a]ny  
17 action for declaratory relief under this section may only be made in a proceeding commenced  
18 pursuant to the provisions of title 12 or 13 of NRS, as appropriate."

19 5 Lynita S. Nelson's allegations pertaining to the ELN Trust cannot and should not be  
20 considered in alter ego claims under NRS 163.418.

21 6. Lynita S. Nelson's Cross-Claims are time-barred by NRS 166.170 and/or other  
22 applicable statute of limitations.

23 7. Lynita S. Nelson's Cross-Claims fail to state facts sufficient to constitute a cause of  
24 action against the ELN Trust.

25 8. To the extent that any or all occurrences, happenings, injuries, and/or damages  
26 alleged in Lynita S. Nelson's Cross-Claim were proximately caused and/contributed to by the  
27 wrongful acts and/or omissions of Lynita S. Nelson, Lynita S. Nelson is precluded from obtaining  
28 judgment against the ELN Trust.

1 9. Lynita S. Nelson is barred from any recovery against the ELN Trust based upon the  
2 doctrines of waiver, estoppel, laches and unclean hands.

3 10. Lynita S. Nelson's Cross-Claims are frivolous, unnecessary and unwarranted, and  
4 the Trustee has been required to retain the services of an attorney to defend this action and is  
5 entitled to recover attorney's fees and costs incurred.

6 11. The Trustee may have other affirmative defenses that are not currently known but  
7 which may become known through the course of discovery, and the Trustee reserves the right to  
8 allege such affirmative defenses as they become known.

9 DATED this 1<sup>st</sup> day of June, 2012.

10 SOLOMON DWIGGINS & FREER, LTD.

11  
12 By: 

13 MARK A. SOLOMON, ESQ.

14 Nevada State Bar No. 0418

15 JEFFREY P. LUSZECK

16 Nevada State Bar No. 9619

17 Cheyenne West Professional Centre

18 9060 West Cheyenne Avenue

19 Las Vegas, Nevada 89129

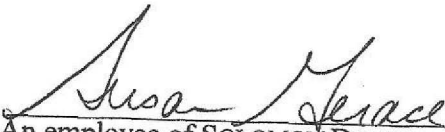
20 Attorneys for Lana Martin, Distribution Trustee  
21 of the ERIC L. NELSON NEVADA TRUST  
22  
23  
24  
25  
26  
27  
28

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that pursuant to EDCR 7.26(a), service of the foregoing **ANSWER**  
3 **TO LYNITA SUE NELSON'S FIRST AMENDED CLAIMS FOR RELIEF AGAINST THE**  
4 **ERIC L. NELSON NEVADA TRUST dated May 30, 2001** was made on this 1<sup>st</sup> day of June,  
5 2012, by sending a true and correct copy of the same by United States Postal Service, first class  
6 postage fully prepaid, to the following at his last known address as listed below:

7  
8 Rhonda K. Forsberg, Esq.  
9 Nevada State Bar No. 009557  
10 Forsberg & Douglas  
11 Via E-mail Only [rhonda@ifdlaw.com](mailto:rhonda@ifdlaw.com)  
12 Attorney for Counterdefendant, Eric L.  
13 Nelson

Robert P. Dickerson, Esq.  
Dickerson Law Group  
1745 Village Center Circle  
Las Vegas, NV 89134

14  
15   
16 An employee of SOLOMON DWIGGINS & FREER, LTD.