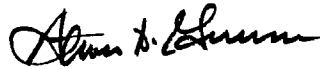


Exhibit “L”



CLERK OF THE COURT

1 NEOJ
2 THE DICKERSON LAW GROUP
3 ROBERT P. DICKERSON, ESQ.
4 Nevada Bar No. 000945
5 JOSEF M. KARACSONYI, ESQ.
6 Nevada Bar No. 010634
7 KATHERINE L. PROVOST, ESQ.
8 Nevada Bar No. 008414
9 1745 Village Center Circle
10 Las Vegas, Nevada 89134
11 Telephone: (702) 388-8600
12 Facsimile: (702) 388-0210
13 Email: info@dickersonlawgroup.com
14 Attorneys for LYNITA SUE NELSON

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

11 ERIC L. NELSON,
12 Plaintiff/Counterdefendant,
13 v.
14 LYNITA SUE NELSON,
15 Defendant/Counterclaimant.

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

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

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

NOTICE OF ENTRY OF ORDER
DETERMINING DISPOSITION
OF DYNASTY DEVELOPMENT
MANAGEMENT, INC. AKA
WYOMING DOWNS

21 MATT KLABACKA, as Distribution Trustee
22 of the ERIC L. NELSON NEVADA TRUST
23 dated May 30, 2001,

24 Counterclaimant and Crossclaimant,
25 v.

26 LYNITA SUE NELSON and ERIC
27 NELSON,

28 Purported Cross-Defendant and
Counterdefendant,

1 LYNITA SUE NELSON,

2 Counterclaimant, Cross-Claimant,
3 and/or Third Party Plaintiff,

4 v.

5 ERIC L. NELSON, individually and as the
6 Investment Trustee of the ERIC L. NELSON
7 NEVADA TRUST dated May 30, 2001; the
8 ERIC L. NELSON NEVADA TRUST dated
9 May 30, 2001; MATT KLABACKA,
10 Distribution Trustee of the ERIC L.
11 NELSON NEVADA TRUST dated
12 May 30, 2001,

13 Counterdefendant, and/or
14 Cross-Defendants, and/or
15 Third Party Defendants.

16 TO: ERIC L. NELSON, Plaintiff; and

17 TO: RHONDA K. FORSBERG, ESQ., of RHONDA K. FORSBERG, CHTD.,
18 Attorneys for Plaintiff;

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

22 PLEASE TAKE NOTICE that an ORDER DETERMINING DISPOSITION OF
23 DYNASTY DEVELOPMENT MANAGEMENT, INC. AKA WYOMING DOWNS was
24 entered in the above-entitled matter on September 18, 2014, a copy of which is
25 attached.

26 DATED this 22nd day of September, 2014.

27 THE DICKERSON LAW GROUP

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

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of THE DICKERSON
3 LAW GROUP, and that on this 22nd day of September, 2014, I caused the above and
4 foregoing document entitled NOTICE OF ENTRY OF ORDER DETERMINING
5 DISPOSITION OF DYNASTY DEVELOPMENT MANAGEMENT, INC. AKA
6 WYOMING DOWNS to be served as follows:

7 [X] pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and
8 Administrative Order 14-2 captioned "In the Administrative Matter of
9 Mandatory Electronic Service in the Eighth Judicial District Court," by
mandatory electronic service through the Eighth Judicial District Court's
electronic filing system;

10 [X] by placing same to be deposited for mailing in the United States Mail, in
11 a sealed envelope upon which first class postage was prepaid in Las Vegas,
Nevada;

12 [] pursuant to EDCR 7.26, to be sent via facsimile, by duly executed
13 consent for service by electronic means;

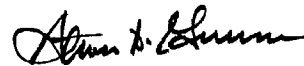
14 [] by hand-delivery with signed Receipt of Copy.

15 To the attorney(s) listed below at the address, email address, and/or facsimile number
16 indicated below:

17 RHONDA K. FORSBERG, ESQ.
18 RHONDA K. FORSBERG, CHARTERED
64 North Pecos Road, Ste. 800
Henderson, Nevada 89074
19 rforsberg@forsberg-law.com
20 mweiss@forsberg-law.com
Attorneys for Plaintiff

21 MARK A. SOLOMON, ESQ.
22 JEFFREY P. LUSZECK, ESQ.
SOLOMON, DWIGGINS, FREER & MORSE, LTD.
9060 W. Cheyenne Avenue
23 Las Vegas, Nevada 89129
24 jluszeck@sdfnvlaw.com
sgerace@sdfnvlaw.com
Attorneys for Distribution Trustee of the ELN Trust

25
26 
27 An employee of The Dickerson Law Group
28



CLERK OF THE COURT

ORDR

MARK A. SOLOMON, ESQ.

Nevada State Bar No. 0418

E-mail: msolomon@sdfnvlaw.com

JEFFREY P. LUSZECK

Nevada State Bar No. 9619

E-mail: jluszeck@sdfnvlaw.com

SOLOMON DWIGGINS & FREER, LTD.

Cheyenne West Professional Centre'

9060 W. Cheyenne Avenue

Las Vegas, Nevada 89129

Telephone No.: (702) 853-5483

Facsimile No.: (702) 853-5485

Attorneys for Distribution Trustee of the

ERIC L. NELSON NEVADA TRUST

dated May 30, 2001

DISTRICT COURT

COUNTY OF CLARK, NEVADA

ERIC L. NELSON,

Plaintiff

vs.

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

Defendants.

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

Cross-claimant,

vs.

LYNITA SUE NELSON,

Cross-defendant.

Case No.: D411537

Dept.: O

**ORDER DETERMINING DISPOSITION OF
DYNASTY DEVELOPMENT
MANAGEMENT, INC. aka WYOMING
DOWNS**

Date of Hearing: May 30, 2014

Time of Hearing: 9:00 a.m.

SOLOMON DWIGGINS & FREER, LTD.
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TEL: (702) 853-5483 | FAX: (702) 853-5485

ORDER

An evidentiary hearing on the disposition of Dynasty Development Management, LLC aka Wyoming Downs (hereinafter referred to as "Wyoming Downs") came on for hearing on this 30th day of May, 2014, before the Honorable Frank P. Sullivan. Mark A. Solomon, Esq. and Jeffrey P. Luszeck, Esq., of Solomon Dwiggins & Freer, Ltd., appeared on behalf of the Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001 ("ELN Trust"). Robert P. Dickerson, Esq. and Josef M. Karacsonyi, Esq., of the Dickerson Law Group, appeared on behalf of Lynita S. Nelson and the LYNITA S. NELSON NEVADA TRUST dated May 30, 2001 ("LSN Trust"), and Lynita S. Nelson was present. Rhonda K. Forsberg, Esq., of Rhonda K. Forsberg Chartered, appeared on behalf of Eric L. Nelson, and Eric L. Nelson was present. The Court having reviewed and analyzed the pleadings and papers on file herein, the testimony and exhibits proffered, and having heard the arguments of Counsel and the Parties, finds good cause to enter the following order:

THE COURT HEREBY FINDS that at the time the Court entered its Decree of Divorce on June 3, 2013 ("Divorce Decree"), it was without sufficient information to make a determination regarding the disposition of Wyoming Downs. The Court was concerned about how Wyoming Downs was purchased due to the fact that there was a motion to release monies from the \$1,680,000 previously enjoined in David Stephen, Esq.'s trust account for the purchase of Wyoming Downs, which motion was denied. The motion to release monies was filed after the purchase agreement for Wyoming Downs was entered into. Although the Court does not believe it has any probative value to the issue, it will note that Lynita S. Nelson opposed the acquisition of Wyoming Downs as a non-performing asset, and took the position that the ELN Trust and Eric Nelson were taking community assets and dissipating them.

THE COURT FURTHER FINDS that Dynasty Development Management, LLC ("Dynasty") was organized as a Nevada LLC on April 26, 2011, with the ELN Trust as its sole member, and with Eric L. Nelson as its manager.

1 **THE COURT FURTHER FINDS** that in or around November 2011, Banone LLC loaned
2 \$75,000 to Dynasty, which Dynasty utilized as an earnest money deposit toward the purchase of
3 Wyoming Downs.

4 **THE COURT FURTHER FINDS** that Wyoming Downs was purchased around November 16,
5 2011, by Dynasty for \$440,000, which represented a purchase price of \$400,000 and a buyer's
6 premium of \$40,000.

7 **THE COURT FURTHER FINDS** that Dynasty's purchase of Wyoming Downs was financed
8 through debt by Henderson Capital Group, LLC ("Henderson Capital"), a hard money lender.

9 **THE COURT FURTHER FINDS** that the ELN Trust entered into a promissory note in favor
10 of Henderson Capital in the amount of \$700,000. Out of the \$700,000 borrowed \$100,000 was taken
11 out for prepayment of fees and interest. The remaining \$600,000 in loan proceeds, plus \$175.46 for
12 tax reimbursement, and the \$75,000 earnest money deposit (for a total of \$675,175.46), was applied at
13 closing as follows: \$400,000 for the purchase price, \$40,000 for the buyer's premium, \$30,389 in
14 settlement charges, and \$10,000 for an extension fee FOR A TOTAL OF \$480,839.00. Accordingly,
15 at closing a total of \$194,336.46 (\$675,175.46-\$480,839.00) of equity was available to pull out. Eric
16 L. Nelson testified that from the \$194,336.46, \$75,000 was paid back to Banone, LLC, leaving new
17 money of \$119,336.46.

18 **THE COURT FURTHER FINDS** that although Wyoming Downs was acquired by the ELN
19 Trust during the pendency of the marriage between Eric L. Nelson and Lynita S. Nelson, the Court
20 does not find it to be community property as it was clearly purchased through Dynasty, an entity
21 wholly owned by the ELN Trust and the Court maintained the ELN Trust. The Court found no facts
22 leading it to conclude Lynita S. Nelson or the LSN Trust has an interest in Wyoming Downs. The
23 Court maintained the integrity of the ELN Trust and LSN Trust for the reasons set forth in the Divorce
24 Decree.

25 **THE COURT FURTHER FINDS** that there was no transmutation of Wyoming Downs from
26 separate property to community property, even assuming that Wyoming Down was separate property
27 of Eric L. Nelson, and not the property of the ELN Trust, separate and distinct from Eric L. Nelson.
28

1
2 **THE COURT FURTHER FINDS** that the Court went through great efforts in the Divorce
3 Decree to maintain the integrity of the ELN Trust and LSN Trust to give the parties protection from
4 third-party creditors and give them the benefits of the spendthrift trusts, while applying the principles
5 of equity, fairness and constructive trust to remedy the transactions that the Court felt were done to the
6 detriment of Lynita S. Nelson and the LSN Trust, and without compensation, and to the benefit of Eric
7 L. Nelson and the ELN Trust. However, the Court finds it inappropriate to apply such principles of
8 equity, fairness and constructive trust to Wyoming Downs because at the time Wyoming Downs was
9 acquired by Dynasty, Lynita S. Nelson was no longer taking advice from Eric L. Nelson, the ELN
10 Trusts and LSN Trust were being treated as separate and distinct entities, and the Court was not
11 concerned that Wyoming Downs was acquired as a result of any breach of fiduciary duty to Lynita S.
12 Nelson or the LSN Trust.

13 **THE COURT FURTHER FINDS** that it was concerned about the loan from Banone, LLC to
14 Dynasty. The Court awarded the Banone, LLC properties to Lynita S. Nelson for the reasons stated in
15 the Divorce Decree. The \$75,000 loan was the source of earnest money deposit that made it possible
16 for Dynasty to bid on and purchase Wyoming Downs.

17 **THE COURT FURTHER FINDS** that it was troubled by the conduct during discovery.
18 Although many of Lynita S. Nelson's document requests and deposition questions in discovery were
19 overly broad and/or might have been beyond the scope of the evidentiary hearing on Wyoming
20 Downs, the ELN Trust's production of documents and responses to deposition questions were not in
21 good faith, and additional documents and testimony should have been proffered. The Court felt the
22 discovery responses were stonewalling, which has been the case from day one; it has been very
23 difficult for this Court to get information. During the deposition of Eric L. Nelson and the ELN Trust,
24 they failed to answer any questions of substance, and the responses to requests for production could
25 have provided a lot more information, including information concerning issues the ELN Trust raised at
26 the time of trial
27
28

1 **THE COURT FURTHER FINDS** that based on the ELN Trust's and Eric L. Nelson's failure
2 to produce documents or testimony during discovery they were precluded, pursuant to NRCP 37(c)(1)
3 and (b)(2), from introducing such evidence at trial. The Court notes that the ELN Trust attempted to
4 introduce documents allegedly showing repayment of the loan to Banone, LLC at the evidence stage
5 which were not provided during discovery, which was inappropriate. If a party will not produce
6 documents during discovery it cannot introduce same into evidence at trial.

7 **THE COURT FURTHER FINDS** that while Eric L. Nelson testified that the \$75,000 was paid
8 back, there was no other evidence to corroborate his testimony. The Court was troubled by the
9 testimony of Eric L. Nelson regarding the repayment of \$75,000 to Banone. The Court has made
10 specific findings regarding Eric L. Nelson's credibility issues or lack thereof, and so have other
11 Courts, including the bankruptcy court which has made some other findings as far as credibility.
12 Accordingly, the Court is not inclined to rely upon the testimony of Eric L. Nelson as to the repayment
13 of the \$75,000 loan absent corroborating evidence.

14 **THE COURT FURTHER FINDS** that, in accordance with the findings set forth above, there
15 was no evidence that the loan to Banone, LLC was repaid. The ELN Trust and Eric L. Nelson should
16 repay to the LSN Trust the \$75,000 earnest money deposit which made it possible for Dynasty to
17 purchase Wyoming Downs.

18 **NOW, THEREFORE,**

19 **IT IS HEREBY ORDERED** that Dynasty Development Management, LLC aka Wyoming
20 Downs belongs to the ELN Trust.

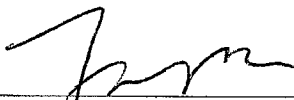
21 **IT IS FURTHER ORDERED** that neither Lynita S. Nelson nor the LSN Trust are entitled to an
22 interest in Dynasty Development Management, LLC aka Wyoming Downs.

23 **IT IS FURTHER ORDERED** that the ELN Trust and Eric L. Nelson shall pay the LSN Trust
24 \$75,000 as repayment for the \$75,000 loan that Banone LLC made to Dynasty Development
25 Management, LLC in or around November 2011.

SOLOMON DWIGGINS & FREER, LTD.
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TEL: (702) 853-5483 | FAX: (702) 853-5485

1 IT IS FURTHER ORDERED that this Order disposes of the last known property to be
2 adjudicated between the Parties.

3 DATED this 9th day of September, 2014.

4
5 
6 DISTRICT COURT JUDGE
FRANK P. SULLIVAN ^{CK}

7 Submitted by:

8 SOLOMON DWIGGINS & FREER, LTD.

9 By: 

10 MARK A. SOLOMON, ESQ.
11 Nevada State Bar No. 0418
12 JEFFREY P. LUSZECK
13 Nevada State Bar No. 9619
14 Cheyenne West Professional Centre
15 9060 West Cheyenne Avenue
16 Las Vegas, Nevada 89129

17 *Attorneys for Distribution Trustee of the*
18 *ERIC L. NELSON NEVADA TRUST*
19 *dated May 30, 2001*

20 Approved as to Form and Content:

21 RHONDA K. FORSBERG CHARTERED

22 By: 

23 RHONDA K. FORSBERG, ESQ.
24 Nevada Bar No. 9557
25 64 N. Pecos Road, Suite 800
26 Henderson, NV 89074
27 *Attorneys for Eric L. Nelson*

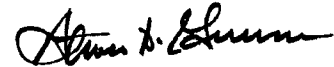
28 Approved as to Form and Content:

THE DICKERSON LAW GROUP

By: 

ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 0945
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 8414
JOSEF M. KARACSONYI, ESQ.
Nevada Bar No. 10634
1745 Village Center Circle
Las Vegas, NV 89134
Attorneys for Lynita S. Nelson

Exhibit “K”



CLERK OF THE COURT

1 NEOJ
2 THE DICKERSON LAW GROUP
3 ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
4 JOSEF M. KARACSONYI, ESQ.
Nevada Bar No. 010634
5 KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
6 1745 Village Center Circle
Las Vegas, Nevada 89134
7 Telephone: (702) 388-8600
Facsimile: (702) 388-0210
8 Email: info@dickersonlawgroup.com
9 Attorneys for LYNITA SUE NELSON

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

11 ERIC L. NELSON,

12 Plaintiff/Counterdefendant,

13 v.

14 LYNITA SUE NELSON,

15 Defendant/Counterclaimant.

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

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

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

NOTICE OF ENTRY OF ORDER
FROM JULY 22, 2013 HEARING
ON LYNITA NELSON'S MOTION
TO AMEND OR ALTER
JUDGMENT FOR DECLARATION
AND RELATED RELIEF

21 MATT KLABACKA, as Distribution Trustee
22 of the ERIC L. NELSON NEVADA TRUST
dated May 30, 2001,

23 Counterclaimant and Crossclaimant,

24 v.

25 LYNITA SUE NELSON and ERIC
NELSON,

26 Purported Cross-Defendant and
27 Counterdefendant,

28

1 LYNITA SUE NELSON,

2 Counterclaimant, Cross-Claimant,
3 and/or Third Party Plaintiff,

4 v.

5 ERIC L. NELSON, individually and as the
6 Investment Trustee of the ERIC L. NELSON
7 NEVADA TRUST dated May 30, 2001; the
8 ERIC L. NELSON NEVADA TRUST dated
9 May 30, 2001; MATT KLABACKA,
10 Distribution Trustee of the ERIC L.
11 NELSON NEVADA TRUST dated
12 May 30, 2001,

13 Counterdefendant, and/or
14 Cross-Defendants, and/or
15 Third Party Defendants.

16 TO: ERIC L. NELSON, Plaintiff; and

17 TO: RHONDA K. FORSBERG, ESQ., of RHONDA K. FORSBERG, CHTD.,
18 Attorneys for Plaintiff;

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

22 PLEASE TAKE NOTICE that an ORDER FROM JULY 22, 2013 HEARING
23 ON LYNITA NELSON'S MOTION TO AMEND OR ALTER JUDGMENT, FOR
24 DECLARATION AND RELATED RELIEF was entered in the above-entitled matter
25 on September 18, 2014, a copy of which is attached.

26 DATED this 22nd day of September, 2014.

27 THE DICKERSON LAW GROUP

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

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of THE DICKERSON
3 LAW GROUP, and that on this 22nd day of September, 2014, I caused the above and
4 foregoing document entitled NOTICE OF ENTRY OF ORDER FROM JULY 22,
5 2013 HEARING ON LYNITA NELSON'S MOTION TO AMEND OR ALTER
6 JUDGMENT, FOR DECLARATION AND RELATED RELIEF to be served as
7 follows:

8 [X] pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and
9 Administrative Order 14-2 captioned "In the Administrative Matter of
10 Mandatory Electronic Service in the Eighth Judicial District Court," by
mandatory electronic service through the Eighth Judicial District Court's
electronic filing system;

11 [X] by placing same to be deposited for mailing in the United States Mail, in
12 a sealed envelope upon which first class postage was prepaid in Las Vegas,
Nevada;

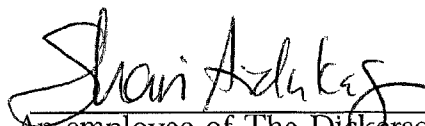
13 [] pursuant to EDCR 7.26, to be sent via facsimile, by duly executed
14 consent for service by electronic means;

15 [] by hand-delivery with signed Receipt of Copy.

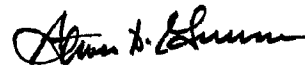
16 To the attorney(s) listed below at the address, email address, and/or facsimile number
indicated below:

17 RHONDA K. FORSBERG, ESQ.
18 RHONDA K. FORSBERG, CHARTERED
19 64 North Pecos Road, Ste. 800
Henderson, Nevada 89074
20 rforsberg@forsberg-law.com
mweiss@forsberg-law.com
Attorneys for Plaintiff

21 MARK A. SOLOMON, ESQ.
22 JEFFREY P. LUSZECK, ESQ.
23 SOLOMON, DWIGGINS, FREER & MORSE, LTD.
9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129
24 jluszeck@sdfnvlaw.com
sgerace@sdfnvlaw.com
25 Attorneys for Distribution Trustee of the ELN Trust

26
27 

28 An employee of The Dickerson Law Group



CLERK OF THE COURT

1 **ORDER**
2 **THE DICKERSON LAW GROUP**
3 **ROBERT P. DICKERSON, ESQ.**
4 Nevada Bar No. 000945
5 **KATHERINE L. PROVOST, ESQ.**
6 Nevada Bar No. 008414
7 1745 Village Center Circle
8 Las Vegas, Nevada 89134
9 Telephone: (702) 388-8600
10 Facsimile: (702) 388-0210
11 Email: info@dickersonlawgroup.com
12 Attorneys for LYNITA SUE NELSON

13 **EIGHTH JUDICIAL DISTRICT COURT**
14 **FAMILY DIVISION**

15 **CLARK COUNTY, NEVADA**

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

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

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

29 **LANA MARTIN, as Distribution Trustee of**)
30 **the ERIC L. NELSON NEVADA TRUST**)
31 dated May 30, 2001,)
32)

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

5 v.)

6 LYNITA SUE NELSON and ERIC)
7 NELSON,)

8 Purported Cross-Defendant and)
9 Counterdefendant)

10 LYNITA SUE NELSON,)

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

13 v.)

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

24 Counterdefendant, and/or)
25 Cross-Defendants, and/or)
26 Third Party Defendants.)

27 **ORDER FROM JULY 22, 2013 HEARING**
28 **ON LYNITA NELSON'S MOTION TO AMEND OR ALTER JUDGMENT,**
FOR DECLARATORY AND RELATED RELIEF

This matter coming on for hearing on this 22nd day of July, 2013 before the
Honorable Frank P. Sullivan, on Lynita Nelson ("Lynita")'s Motion to Amend or Alter

1 Judgment, for Declaratory and Related Relief filed June 17, 2013, the Opposition to
2 Motion filed by the Eric L. Nelson Nevada Trust dated May 30, 2011 ("ELN Trust")
3 on July 5, 2013, the Joinder to Opposition filed by Eric Nelson ("Eric") on July 8,
4 2013, and Lynita Nelson's Reply to Opposition filed July 11, 2013; Robert P.
5 Dickerson, Esq., and Katherine L. Provost, Esq., of the Dickerson Law Group,
6 appearing on behalf of Defendant, Lynita Nelson, and Defendant being present;
7 Rhonda K. Forsberg, Esq., of Rhonda K. Forsberg, Chtd., appearing on behalf of
8 Plaintiff, Eric Nelson, and Plaintiff being present; and Mark P. Solomon, Esq., and
9 Jeffrey P. Luszeck, Esq., of Solomon, Dwiggins & Freer, Ltd., appearing on behalf of
10 Third-Party Defendant, Nola Harber, Distribution Trustee¹ of the Eric L. Nelson
11 Nevada Trust. The Court having reviewed and analyzed the pleadings and papers on
12 file herein, having researched the issues presently before the Court, and having heard
13 the arguments of counsel and the parties, and good cause appearing therefore,

14 THE COURT HEREBY FINDS that the ELN Trust has no objection to Lynita's
15 request for the Court to enter more specific orders concerning the Mississippi
16 Properties awarded to each individual party by the Court's June 3, 2013 Decree of
17 Divorce as set forth in Lynita's Motion. As such, the Court will grant the requested
18 relief.

19 THE COURT FURTHER FINDS that the ELN Trust has no objection to
20 Lynita's request for the execution of two (2) Corrected Quitclaim Deeds concerning the
21 Mississippi Properties awarded to the LSN Nevada Trust by the Court's June 3, 2013
22 Decree of Divorce as set forth in Lynita's Motion. As such, the Court will grant the
23 requested relief and Eric Nelson, as Investment Trustee of the ELN Trust, shall execute
24 the two (2) Corrected Quitclaim Deeds referenced above by 5:00 p.m. on Friday, July
25 26, 2013.

26 ...

27
28 ¹There remains a pending dispute before the Nevada Supreme Court in Case 63432 and Case
63545 regarding Nola Harber's standing as Distribution Trustee for the Eric L. Nelson Nevada Trust.

1 THE COURT FURTHER FINDS that the ELN Trust has objected to Lynita's
2 request for the execution of two (2) Grant, Bargain, Sale Deeds prepared by Mrs.
3 Nelson's Mississippi counsel concerning the Mississippi Properties awarded to the LSN
4 Nevada Trust by the Court's June 3, 2013 Decree of Divorce. The Court further finds
5 that the ELN Trust has no objection to the execution of Quitclaim Deeds for such
6 properties or to the execution of Corrected Grant, Bargain, Sale Deeds which reflect
7 that the same are being executed without warranties of any kind to the property. As
8 the Court desires for the parties to reach a resolution of this issue, the Court requests
9 that counsel address and reach agreement concerning the execution of the remaining
10 deeds for the Mississippi property by 5:00 p.m. on Friday, July 26, 2013. If counsel
11 cannot reach agreement concerning the execution of the remaining deeds for the
12 Mississippi Properties by 5:00 p.m. on Friday, July 26, 2013, counsel should
13 communicate with the Court so that the issue can be set for a status check hearing and
14 resolved by the Court.

15 THE COURT FURTHER FINDS that Lynita tendered thirteen (13) Quitclaim
16 Deeds for Banone, LLC properties located in Clark County, Nevada and one (1)
17 Quitclaim Deed for the property located at 3611 S. Lindell Road, Las Vegas, Nevada
18 to counsel for Nola Harber, Distribution Trustee² of the Eric L. Nelson Nevada Trust.
19 in open court during today's proceedings.

20 THE COURT FURTHER FINDS that the transfer of assets between the ELN
21 Trust and LSN Trust as set forth in the June 3, 2013 Decree of Divorce, specifically the
22 real property assets and interests in deeds of trust detailed in the Decree is not an
23 irreversible transfer. Accordingly, the Court is going to require execution of the
24 tendered deeds, as well as any and all additional deeds, assignments, or other
25 instruments that may be tendered and required to effectuate the transfer of assets
26 awarded as set forth in the June 3, 2013 Decree of Divorce by 5:00 p.m. on

27 ²There remains a pending dispute before the Nevada Supreme Court in Case 63432 and Case
28 63545 regarding Nola Harber's standing as Distribution Trustee for the Eric L. Nelson Nevada Trust.

1 Wednesday, July 31, 2013 absent the entry of a stay of this transfer by the Nevada
2 Supreme Court.

3 THE COURT FURTHER FINDS that having listened to the arguments of
4 counsel concerning the sale of two (2) Banone, LLC properties, which was completed
5 by Banone, LLC through Eric Nelson, Manager, during the course of the divorce
6 proceedings, including the ELN Trust's proposal that Lynita receive, and Banone, LLC
7 transfer, the Promissory Note and Deed of Trust securing the property located at 2209
8 Farmouth Circle to the LSN Trust to resolve the issue concerning said property as set
9 forth in Lynita's Motion, and Eric's representation that the \$88,166 Promissory Note
10 and associated Deed of Trust is a performing note with monthly interest only payments
11 required to be made by the borrower at 8% interest and the full balance of the Note
12 due in December 2015, the Court will require the transfer of the Promissory Note and
13 Deed of Trust securing the property located at 2209 Farmouth Circle to the LSN Trust.
14 Additionally, the Court will require a one (1) time cash payment of \$63,000 from Eric
15 Nelson to Lynita as compensation for the sale of the Banone, LLC property located at
16 5704 Roseridge Avenue on or before 5:00 p.m. on July 31, 2013 absent the entry of a
17 stay of this transfer by the Nevada Supreme Court.

18 THE COURT FURTHER FINDS that having listened to the arguments of
19 counsel concerning the Wyoming Downs property discussed in Lynita's Motion and
20 the June 3, 2013 Decree, that it does not have sufficient information to make a
21 determination at this time as to the characterization or disposition of this asset. The
22 Court is not inclined to divide this asset 50/50 between the parties without additional
23 information which can only be obtained by holding an evidentiary proceeding. At the
24 same time the Court does not desire to prolong the resolution of this divorce action
25 including either party's ability to appeal the decision of this Court. To move the case
26 forward, the Court will consider the June 3, 2013 Decree of Divorce as a final judgment
27 in this action and will treat the unresolved issues concerning Wyoming Downs/Dynasty

28 . . .

1 Development Management, LLC as an omitted asset pursuant to Amie v. Amie, 106
2 Nev. 541, 796 P.2d. 233 (1990), addressing the same in a post-judgment action.

3 NOW, THEREFORE,

4 IT IS HEREBY ORDERED, ADJUDGED, and DECREED that, there being no
5 objection to the request made by Lynita Nelson, pursuant to the June 3, 2013 Decree
6 of Divorce, the following Mississippi properties shall remain in or be transferred into
7 the ERIC L. NELSON NEVADA TRUST u/a/d 5/30/01:

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

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

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

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

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

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

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

20 (5) Parcel ID 164K-0-20-017.001 - Part of Lots 2, 3 and Part of 13-16, Block
21 103, Gulfview Subdivision

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

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

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

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

...

...

...

- 1 (10)³ Parcel ID 164F-0-18-003.000 - Part of the NE 1/4 of SE 1/4 Section 18,
2 Township 9 South, Range 14 West
- 3 (11)⁴ Parcel ID 164F-0-18-003.001 - Part of the NE 1/4 of SE 1/4 South of
4 Railroad
- 5 (12)⁵ Parcel ID 164F-0-18-003.002 - Part of the SE 1/4-SE 1/4, Section 18,
6 Township 9 South, Range 14 West
- 7 (13) Parcel ID 164K-0-20-001.000 - All of Block 88, Gulfview Subdivision
- 8 (14) Parcel ID 164K-0-20-002.000 - All of Block 89, Gulfview Subdivision
- 9 (15) Parcel ID 164K-0-20-003.000 - All of Block 90 Gulfview Subdivision
- 10 (16) Parcel ID 164K-0-20-004.000 - All of Block 91, Gulfview Subdivision
- 11 (17) Parcel ID 164K-0-20-005.000 - Lots 1 & 2, Block 92, Gulfview Subdivision
(T-4-50 AA53-51)
- 12 (18) Parcel ID 164K-0-20-006.000 - Lot 3, Block 92, Gulfview Subdivision
- 13 (19) Parcel ID 164K-0-20-007.000 - Lot 4, Block 92, Gulfview Subdivision
- 14 (20) Parcel ID 164K-0-20-008.001 - Lots 9 & 10, Block 92, Gulfview
15 Subdivision and part of abandoned Michigan Street
- 16 (21) Parcel ID 164K-0-20-009.000 - Lot 11 , Block 92, Gulfview Subdivision
- 17 (22) Parcel ID 164K-0-20-012.000 - Lot 14, Block 92, Gulfview Subdivision
- 18 (23) Parcel ID 164K-0-20-020.000 - Lots 13, 20, and east half of Lots 14 & 19,
19 Block 10, Gulfview Subdivision
- 20 (24) Parcel ID 164K-0-20-022.000 - Part of Lots 9-12 and water lot, Gulfview
21 Subdivision
- 22 (25) Parcel ID 164K-0-20-024.000 - Part of Block 104 Gulfview Subdivision
23 and Lots 21-24 Water Lot
- 24 (26) Parcel ID 164K-0-20-028.000 - Lots 12, 21 -24, Block 104, Gulfview
25 Subdivision
- 26 (27) Parcel ID 164K-0-20-029.000 - Lot 17, Block 104 , Gulfview Subdivision

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

⁴ 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.

⁵ 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.

- 1 (28) Parcel ID 164K-0-20-030.000 - Lots 1-16, Block 105, Gulfview Subdivision
- 2 (29) Parcel ID 164K-0-20-031.000 - Part of Lots 11 & 12, Block 112 Gulfview
- 3 Subdivision and part of abandoned Ladner Street
- 4 (30) Parcel ID 164K-0-20-032.000 - Part of Lots 12 & 13, (74'x150') Block 11,
- 5 Gulfview Subdivision
- 6 (31) Parcel ID 164K-0-20-033.000 - All of Lot 14 , Part of Lots 10-12 & Part of
- 7 Auston Street, Block 112, Gulfview Subdivision
- 8 (32) Parcel ID 164K-0-20-034.000 - Part of Lots 10 & 11, Block 112 Gulfview
- 9 Subdivision
- 10 (33) Parcel ID 1 64K-0-20-035.000 - Part of Lots 1, 2, 13-16, Block 112,
- 11 Gulfview Subdivision
- 12 (34) Parcel ID 164K-0-20-037.000 - Lots 1-14, Block 106, Gulfview Subdivision
- 13 (35) Parcel ID 164K-0-20-038.000 - Part of Lots 3-6, All of 7-11, Part of 12-15,
- 14 Block 111 , Gulfview Subdivision
- 15 (36) Parcel ID 164K-0-20-041.000 - Part of Lots 1-5 & 15-16, Block 111,
- 16 Gulfview Subdivision
- 17 (37) Parcel ID 164K-0-20-042.000 - All of Block 113, Gulfview Subdivision
- 18 (38) Parcel ID 164K-0-20-044.000 - Part of Block 110, Gulfview Subdivision
- 19 (39) Parcel ID 164K-0-20-046.000 - All of Block 107, Gulfview Subdivision
- 20 (40) Parcel ID 164K-0-20-047.000 - All of Block 108, Gulfview Subdivision
- 21 (41) Parcel ID 164K-0-20-048.000 - All of Block 109, Gulfview Subdivision
- 22 (42) Parcel ID 164K-0-20-049.000 - Lots 1-16, Block 115, Gulfview Subdivision
- 23 (43) Parcel ID 164L-0-19-052.000 - Lot 9, Block 61, Gulfview Subdivision
- 24 (44) Parcel ID 164L-0-19-053.000 - All of Block 61 except Lot 9, Gulfview
- 25 Subdivision
- 26 (45) Parcel ID 164L-0-19-064.000 - Lots 1 -4 & 13-16, Block 70, Gulfview
- 27 Subdivision
- 28 (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

1 IT IS FURTHER ORDERED that, there being no objection, Eric Nelson, as
2 Investment Trustee of the ELN Trust, shall execute the two (2) Corrected Quitclaim
3 Deeds for the Mississippi Properties as more particularly described in this Order by
4 5:00 p.m. on Friday, July 26, 2013.

5 IT IS FURTHER ORDERED that, counsel shall address and reach agreement
6 concerning the execution of the remaining deeds for the Mississippi Properties as more
7 particularly described in this Order by 5:00 p.m. on Friday, July 26, 2013. If counsel
8 cannot reach agreement concerning the execution of the remaining deeds for the
9 Mississippi Properties by 5:00 p.m. on Friday, July 26, 2013, counsel should
10 communicate with the Court so that the issue can be set for a status check hearing and
11 resolved by the Court.

12 IT IS FURTHER ORDERED that Eric Nelson, whether personally or as
13 Investment Trustee of the ELN Trust, and/or in his capacity as Manager of Banone,
14 LLC, shall execute the thirteen (13) Banone, LLC Quitclaim Deeds tendered in open
15 court today, the one (1) Lindell Road Quitclaim Deed, as well as any and all additional
16 deeds, assignments, or other instruments that may be tendered and required to
17 effectuate the transfer of assets awarded as set forth in the June 3, 2013 Decree of
18 Divorce by 5:00 p.m. on Wednesday, July 31, 2013 absent the entry of a stay by the
19 Nevada Supreme Court.

20 IT IS FURTHER ORDERED that, there being no objection, Eric Nelson, as
21 Investment Trustee of the ELN Trust, shall transfer the Promissory Note and Deed of
22 Trust securing the property located at 2209 Farmouth Circle to the LSN Trust. Eric
23 Nelson and the ELN Trust shall also pay to Lynita and the LSN Trust the June and
24 July payments towards the promissory note, and any future payments received towards
25 same before such note is transferred to Lynita and the LSN Trust.

26 IT IS FURTHER ORDERED that Eric Nelson shall pay to Lynita as
27 compensation for the sale of the Banone, LLC property located at 5704 Roseridge
28 Avenue, the sum of \$63,000 on or before 5:00 p.m. on July 31, 2013 absent the entry
of a stay by the Nevada Supreme Court.

1 IT IS FURTHER ORDERED that the June 3, 2013 Decree of Divorce is a final
2 judgment.

3 IT IS FURTHER ORDERED that the Court will resolve the remaining issues
4 concerning Wyoming Downs/Dynasty Development Management, LLC in post-
5 judgment proceedings, as the Court finds the same to be an omitted asset pursuant to
6 Amie v. Amie, 106 Nev. 541, 796 P.2d. 233 (1990).

7 IT IS FURTHER ORDERED that the Court will hold a Status Check concerning
8 the execution of deeds and payment of funds pursuant to this Order on August 1, 2013
9 at 4:00 p.m.

10 IT IS FURTHER ORDERED that the Court will hold an Evidentiary Hearing
11 concerning Wyoming Downs/Dynasty Development Management, LLC on December
12 11, 2013 at 1:30 p.m.

13 ...

14 ...

15 ...

16 ...

17 ...

18 ...

19 ...

20 ...

21 ...

22 ...

23 ...

24 ...

25 ...

26 ...

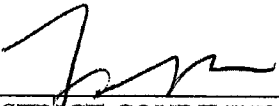
27 ...

28 ...

...

1 IT IS FURTHER ORDERED that post-judgment discovery shall re-open
2 regarding the acquisition and value of Wyoming Downs/Dynasty Development
3 Management, LLC and shall close on Friday, November 22, 2013.

4 DATED this 16 day of September, 2014.

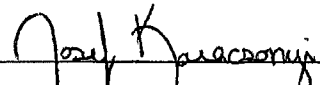
5
6 
7 DISTRICT COURT JUDGE
8 FRANK P. SULLIVAN *ck*

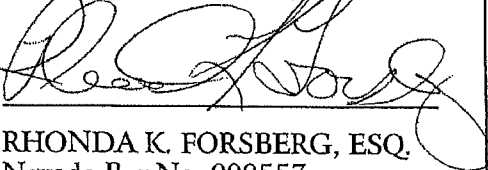
9 Submitted by:

Approved as to Form and Content:

10 THE DICKERSON LAW GROUP

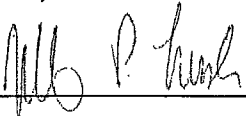
RHONDA K. FORSBERG, CHTD.

11 By 
12 ROBERT P. DICKERSON, ESQ.
13 Nevada Bar No. 000945
14 KATHERINE L. PROVOST, ESQ.
15 Nevada Bar No. 008414
16 1745 Village Center Circle
17 Las Vegas, Nevada 89134
18 Attorneys for Lynita S. Nelson

By 
RHONDA K. FORSBERG, ESQ.
Nevada Bar No. 009557
64 N. Pecos Road #800
Henderson, Nevada 89074
Attorneys for Eric L. Nelson

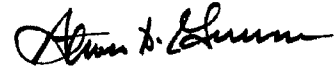
19 Approved as to Form and Content:

20 SOLOMON, DWIGGINS & FREER, LTD

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

the distribution trustee of the

Exhibit “J”



CLERK OF THE COURT

1 NEOJ
2 THE DICKERSON LAW GROUP
3 ROBERT P. DICKERSON, ESQ.
4 Nevada Bar No. 000945
5 JOSEF M. KARACSONYI, ESQ.
6 Nevada Bar No. 010634
7 KATHERINE L. PROVOST, ESQ.
8 Nevada Bar No. 008414
9 1745 Village Center Circle
10 Las Vegas, Nevada 89134
11 Telephone: (702) 388-8600
12 Facsimile: (702) 388-0210
13 Email: info@dickersonlawgroup.com
14 Attorneys for LYNITA SUE NELSON

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

11 ERIC L. NELSON,
12 Plaintiff/Counterdefendant,
13 v.
14 LYNITA SUE NELSON,
15 Defendant/Counterclaimant.

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

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

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

NOTICE OF ENTRY OF
ORDER REGARDING
TRANSFER OF PROPERTY
AND INJUNCTIONS

21 MATT KLABACKA, as Distribution Trustee
22 of the ERIC L. NELSON NEVADA TRUST
23 dated May 30, 2001,

24 Counterclaimant and Crossclaimant,
25 v.

26 LYNITA SUE NELSON and ERIC
27 NELSON,

28 Purported Cross-Defendant and
Counterdefendant,

1 LYNITA SUE NELSON,

2 Counterclaimant, Cross-Claimant,
3 and/or Third Party Plaintiff,

4 v.

5 ERIC L. NELSON, individually and as the
6 Investment Trustee of the ERIC L. NELSON
7 NEVADA TRUST dated May 30, 2001; the
8 ERIC L. NELSON NEVADA TRUST dated
9 May 30, 2001; MATT KLABACKA,
10 Distribution Trustee of the ERIC L.
11 NELSON NEVADA TRUST dated
12 May 30, 2001,

13 Counterdefendant, and/or
14 Cross-Defendants, and/or
15 Third Party Defendants.

16 TO: ERIC L. NELSON, Plaintiff; and


17 TO: RHONDA K. FORSBERG, ESQ., of RHONDA K. FORSBERG, CHTD.,
18 Attorneys for Plaintiff;

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

22 PLEASE TAKE NOTICE that an ORDER REGARDING TRANSFER OF
23 PROPERTY AND INJUNCTIONS was entered in the above-entitled matter on
24 September 18, 2014, a copy of which is attached.

25 DATED this 22nd day of September, 2014.

26 THE DICKERSON LAW GROUP

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

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

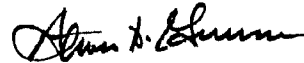
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

25
26
27
28

20
21
22
23
24
25
26
27
28

25
26
27
28

26
27
28



CLERK OF THE COURT

1 **ORDER**
2 **THE DICKERSON LAW GROUP**
3 **ROBERT P. DICKERSON, ESQ.**
4 Nevada Bar No. 000945
5 **JOSEF M. KARACSONYI, ESQ.**
6 Nevada Bar No. 010634
7 1745 Village Center Circle
8 Las Vegas, Nevada 89134
9 Telephone: (702) 388-8600
10 Facsimile: (702) 388-0210
11 Email: info@dickersonlawgroup.com
12 Attorneys for LYNITA SUE NELSON

8 **EIGHTH JUDICIAL DISTRICT COURT**
9 **FAMILY DIVISION**

10 **CLARK COUNTY, NEVADA**

11 **ERIC L. NELSON,**
12 **Plaintiff/Counterdefendant,**
13 **v.**
14 **LYNITA SUE NELSON,**
15 **Defendant/Counterclaimant.**

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

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

Date of Hearing: June 4, 2014
Time of Hearing: 9:00 a.m.

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

22 **MATT KLABACKA, as Distribution Trustee**
23 **of the ERIC L. NELSON NEVADA TRUST**
24 **dated May 30, 2001,**

25 **Counterclaimant and Crossclaimant,**

26 **LYNITA SUE NELSON and ERIC**
27 **NELSON,**

28 **Purported Cross-Defendant and**
Counterdefendant,

1 LYNITA SUE NELSON,

2 Counterclaimant, Cross-Claimant,
3 and/or Third Party Plaintiff,

4 v.

5 ERIC L. NELSON, individually and as the
6 Investment Trustee of the ERIC L. NELSON
7 NEVADA TRUST dated May 30, 2001; the
8 ERIC L. NELSON NEVADA TRUST dated
May 30, 2001; MATT KLABACKA,
Distribution Trustee of the ERIC L.
NELSON NEVADA TRUST dated
May 30, 2001,

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

11
12 **ORDER REGARDING TRANSFER OF PROPERTY AND INJUNCTIONS**

13 This matter coming on for hearing on this 4th day of June, 2014, before the
14 Honorable Frank P. Sullivan, on the ELN Trust's Status Report and Request for Stay
15 Pending Entry of Final Decree of Divorce; ROBERT P. DICKERSON, ESQ.,
16 KATHERINE L. PROVOST, ESQ., and JOSEF M. KARACSONYI, ESQ., of THE
17 DICKERSON LAW GROUP, appearing on behalf of Defendant, LYNITA NELSON
18 ("Lynita"), individually and as Trustee of LSN NEVADA TRUST dated May 30, 2001
19 ("LSN Trust"), and Defendant being present; RHONDA K. FORSBERG, ESQ., of
20 RHONDA K. FORSBERG, CHTD., appearing on behalf of Plaintiff, ERIC NELSON
21 ("Eric"), and Plaintiff being present; and MARK A. SOLOMON, ESQ., and JEFFREY
22 P. LUSZECK, ESQ., of SOLOMON, DWIGGINS, & FREER, LTD., appearing on
23 behalf of the Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated
24 May 30, 2001 ("ELN Trust"). The Court having reviewed and analyzed the pleadings
25 and papers on file herein, and having heard the arguments of counsel and the parties,
26 and good cause appearing therefore,

27 ...

28 ...

1 THE COURT FINDS that on May 23, 2004, the Nevada Supreme Court
2 entered Orders Denying Petitions for Writs of Prohibition ("Orders"), denying the
3 petitions for writ of prohibition filed by the ELN Trust.

4 THE COURT FURTHER FINDS that although it could be argued that the
5 Orders entered by the Nevada Supreme Court permit the Court to distribute all
6 properties in accordance with the Decree of Divorce ("Decree") entered June 3, 2013,
7 the Court is not inclined to dissolve or modify the injunctions previously issued by the
8 Court at this time, except as otherwise specifically set forth below.

9 THE COURT FURTHER FINDS that for the past year, Lynita has not received
10 the approximately \$20,000 per month the Court anticipated she would have from the
11 income from properties awarded to her and/or the LSN Trust in the Decree, and from
12 her lump sum alimony.

13 THE COURT FURTHER FINDS that \$324,000 of the lump sum alimony
14 awarded to Lynita in the Decree should be released to Lynita at this time, from the
15 \$1,068,000 previously enjoined by the Court at Bank of Nevada. Such lump sum
16 represents the \$20,000 the Court anticipated Lynita would receive from June, 2013,
17 to June, 2014, for a total of \$240,000, and the remaining \$84,000 represents \$7,000
18 per month in alimony (awarded in the Decree as a lump sum) for June, 2014, to June,
19 2015 while this matter continues to be litigated. The Court entered a separate order
20 for the payment of said funds in Open Court, however, while such Order states that the
21 payment would be made to Lynita such payment shall be secured by property enjoined
22 herein as further set forth below.

23 THE COURT FURTHER FINDS that the parties stipulated to the payment of
24 Larry L. Bertsch, CPA & Associates in accordance with the Decree from the \$1,068,000
25 previously enjoined by the Court at Bank of Nevada. The Court entered a separate
26 order for the release of said funds in Open Court.

27 THE COURT FURTHER FINDS that the LSN Trust is entitled to any income
28 it should have received from the properties awarded to the LSN Trust in the Decree

1 from the date of divorce to present date. Lynita and the LSN Trust are not waiving
2 any claim to prejudgment or postjudgment interest they may have on any sums they
3 are entitled to under the Decree.

4 THE COURT FURTHER FINDS that it is not inclined to stay these
5 proceedings as this matter has been pending since 2009. Lynita should receive the
6 income from the properties awarded to her or the LSN Trust at this time, and the
7 Banone and Lindell properties shall be transferred to the LSN Trust at this time so she
8 can manage same and receive the rental payments from same. Eric has had control of
9 such properties for the past year while the petitions for writ of prohibition were
10 pending before the Nevada Supreme Court. Although the Banone and Lindell
11 properties are being transferred to the LSN Trust, the properties should be enjoined
12 from being sold, encumbered, or used as collateral without an Order of the Court to
13 allow for the preservation of same pending any appeal of this matter.

14 THE COURT FURTHER FINDS that the parties' respective interests in the
15 Brian Head cabin should be enjoined from being sold, encumbered, or used as collateral
16 without an Order of the Court, to allow for the preservation of same pending any
17 appeal of this matter.

18 THE COURT FURTHER FINDS that the provisions contained in this order are
19 intended to preserve the real property described herein, and to secure with enjoined
20 property(ies) any monetary amounts owed by the parties, or transferred to the parties.

21 Accordingly, and for good cause appearing therefor,

22 IT IS HEREBY ORDERED that the ELN Trust shall transfer, and execute any
23 necessary deeds to transfer, the Lindell and Banone, LLC properties to the LSN Trust
24 by no later than 5:00 p.m. on June 12, 2014. The LSN Trust shall be permitted to
25 manage the Lindell and Banone, LLC properties, and shall receive all rents received
26 therefrom, but shall not sell, collateralize, or encumber such properties without an
27 order of this Court. After such transfers the LSN Trust shall provide quarterly
28 accountings to Eric and the ELN Trust regarding such properties.

1 IT IS FURTHER ORDERED that all parties are enjoined from selling,
2 collateralizing, or encumbering their interest in the Brian Head cabin absent further
3 order of this Court.

4 IT IS FURTHER ORDERED that the \$324,000 being released to Lynita from
5 the \$1,068,000 in the blocked account at Bank of Nevada, will be secured by the LSN
6 Trust's interests in the properties enjoined herein.

7 IT IS FURTHER ORDERED that the ELN Trust shall pay to the LSN Trust the
8 \$75,000 reimbursement related to the Wyoming Downs decision by the close of
9 business on June 16, 2014. If there are any issues with such payment that the ELN
10 Trust would like to address it may do so at the hearing currently scheduled for June 16,
11 2014 at 9:00 a.m.

12 IT IS FURTHER ORDERED that if Lynita and/or the LSN Trust plan on
13 evicting Eric from the Lindell property they must first submit the issue to the Court.

14 IT IS FURTHER ORDERED that Lynita is entitled to the income from the
15 properties awarded to the LSN Trust in the Decree from the date of the Decree to
16 present date. To determine the amount the LSN Trust is entitled to, Eric and the ELN
17 Trust shall provide an accounting of the income and payments received from the
18 Lindell property, Banone, LLC properties, JB Ramos Note, and Russell Road from the
19 date of divorce to present date by no later than September 2, 2014 (90 days from the
20 date of this hearing). Going forward, Eric shall provide monthly accountings for any
21 income/payments received from properties awarded to the LSN Trust until such time
22 as such properties are transferred to Lynita or the LSN Trust.

23 IT IS FURTHER ORDERED that once Eric and the ELN Trust provide the
24 accountings ordered herein the parties can address with the Court any issues related
25 to same, and the payment, and security of payment, of any amounts that may be owed
26 to Lynita and the LSN Trust.

27 ...

28 ...

1 IT IS FURTHER ORDERED that the injunctions and orders issued herein will
2 permit the Court to make necessary adjustments to property depending on the ultimate
3 decision made by the Nevada Supreme Court, if any appeal is filed by the parties.

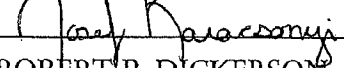
4 DATED this 16 day of September, 2014.

5
6 
DISTRICT COURT JUDGE

7 FRANK P. SULLIVAN

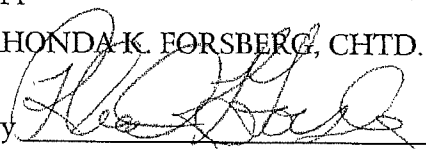
8 Submitted by:

9 THE DICKERSON LAW GROUP

10 By 
11 ROBERT P. DICKERSON, ESQ.
12 Nevada Bar No. 000945
13 JOSEF M. KARACSONYI, ESQ.
14 Nevada Bar No. 010634
15 1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for Defendant

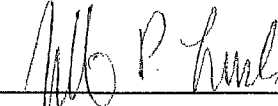
Approved as to Form and Content:

RHONDA K. FORSBERG, CHTD.

16 By 
17 RHONDA K. FORSBERG, ESQ.
18 Nevada Bar No. 009557
19 64 N. Pecos Road #800
20 Henderson, Nevada 89074
Attorneys for Plaintiff

21 Approved as to Form and ~~Content~~:

22 SOLOMON, DWIGGINS & FREER LTD.

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

Distribution - trustee of the

Exhibit “I”


CLERK OF THE COURT

1 MOTN
2 THE DICKERSON LAW GROUP
3 ROBERT P. DICKERSON, ESQ.
4 Nevada Bar No. 000945
5 KATHERINE L. PROVOST, ESQ.
6 Nevada Bar No. 008414
7 1745 Village Center Circle
8 Las Vegas, Nevada 89134
9 Telephone: (702) 388-8600
10 Facsimile: (702) 388-0210
11 Email: info@dickersonlawgroup.com
12 Attorneys for LYNITA SUE NELSON

8
9 EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION

10 CLARK COUNTY, NEVADA
11

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

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

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

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

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

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

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, 2011¹ 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

¹ 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, LLC² 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 ELN 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 17th 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

² Incorrectly referred to as Dynasty Development Group in the Decree.

1 NOTICE OF MOTION

2 PLEASE TAKE NOTICE that the undersigned will bring the foregoing
3 DEFENDANT'S MOTION TO AMEND OR ALTER JUDGMENT AND FOR
4 DECLARATORY AND RELATED RELIEF on for hearing before the above-entitled
5 Court, on the 17th day of July, 2013, at the hour of 2:00 p.m.
6 a.m./p.m., or as soon thereafter as counsel may be heard.

7 DATED this 17th day of June, 2013.

8 THE DICKERSON LAW GROUP

9
10 By 

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

18 MEMORANDUM OF POINTS AND AUTHORITIES

19 I. STATEMENT OF FACTS

20 On June 3, 2013, this Court issued its Decree of Divorce ("Decree"), which was
21 fifty (50) pages in length and contained extensive and detailed findings and Court
22 Orders. In the Decree, Lynita³ was awarded certain real property assets, including real
23 property located in the State of Mississippi (the "Mississippi properties") and certain
24 Banone, LLC properties (the "Banone properties").

25 Following entry of the Decree, Lynita's Nevada counsel participated in a
26 telephone conference with Lynita's Mississippi counsel⁴ concerning the best method

27 ³ Reference to property awarded to Lynita includes any and all property awarded to the LSN
28 Nevada Trust u/a/d 5/30/01. Reference to property awarded to Eric includes any and all property
awarded to the Eric L. Nelson Nevada Trust u/a/d 5/30/01.

⁴ 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"⁵ 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 ⁵ 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 Lauretta
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 assets⁶.

26
27 ⁶ 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.⁷ 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 ⁷ 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 17th 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
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

- 2
- 3
- 4

5
6

7
8
9
0

- 1
- 2
- 3

14
15
16
17
18
19

20

21
22

0001

DISTRICT COURT
CLARK COUNTY, NEVADA

ERIC L. NELSON

Plaintiff(s),

-VS-

LYNITA SUE NELSON

Defendant(s).

CASE NO. D411537

DEPT. NO. O

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

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

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

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

NOTICE:

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

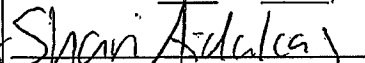
Mark correct answer with an "X."

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

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

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

Dated this 17th of June, 2002 2013


Printed Name of Preparer


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

(12)³ 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

¹ 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.

² 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.

³ 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 Auston 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 “B”

Prepared By & Return To:
Je'Neil B. Blum MSB#100466
2909 13th 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 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.

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 Northwesterly right of way of Beach Boulevard; thence North 23 degrees 37 minutes 44 seconds along the Northwesterly 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'Neil B. Blum MSB#100466
2909 13th 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: 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 w/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. 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 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.

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 Northwesterly right of way of Beach Boulevard; thence North 23 degrees 37 minutes 44 seconds along the Northwesterly 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 13th 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 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 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. Ortte, by deed dated January 12, 1952 and recorded in Book I-9, Page 133 and deed dated August 7, 1978 and recorded in Book AA-26, Page 487, Deed Records of Hancock County, Mississippi.

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

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

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

PARCEL 7: All of 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 Northwesterly right of way of Beach Boulevard; thence North 23 degrees 37 minutes 44 seconds along the Northwesterly 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 Northwesternly right of way of Beach Boulevard; thence South 32 degrees 37 minutes 44 seconds West along the Northwesternly 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 13th 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.

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

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

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

PARCEL 7: All of 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 Northwesterly right of way of Beach Boulevard; thence North 23 degrees 37 minutes 44 seconds along the Northwesterly 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.

EXHIBIT "C"




[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.

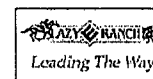
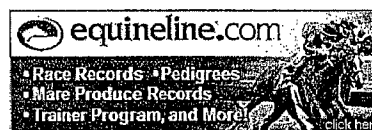
"I want to extend a special thank you to Governor Matt Meade; HB25 sponsors Senator John Schiffer and House Representative Sue Wallis," he concluded. "And, thank you to all of those who joined as a united group to support the revitalization of the Wyoming horse industry: legislators, Charlie Moore, Executive 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."

Bank of America



AQHA MEMBER BENEFIT AQHA Partner

See more AQHA Partner benefits



- [Home](#)
- [Advertising](#)
- [Business Directory](#)
- [Contact](#)
- [On Air](#)
- [Who We Are](#)
 - [Listen Live!](#)



- [Contests](#)
- [Events](#)
- [News](#)
- [Sports](#)
- [Weather](#)
- [Youth Activities](#)
- [Job Stop](#)
 - [Photos](#)
 - [Books And More](#)

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.

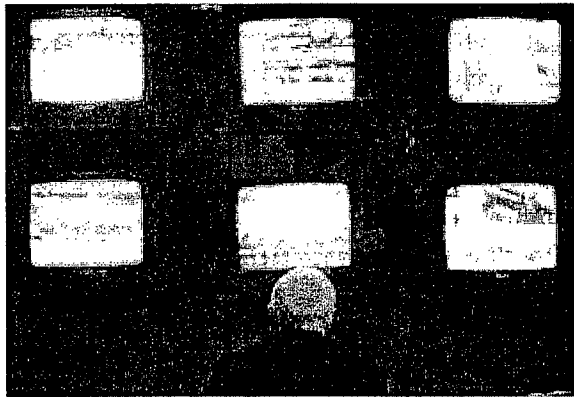
Wyoming Downs is the only private race track in Wyoming. It houses over 815 stalls and a 5,000 person grandstand. Sweetwater Downs, in Rock Springs, resumed live racing in 2011 after an 18-year absence. Sweetwater Downs conducted four-day meets in 2011 and 2012.

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.



Are You Filing a Divorce? www.TotalDivorce.com
Get Answers To Tough Questions. Learn Your Rights.
Be Informed.



AdChoices

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
l Intermountain owners, breeders, trainers and anyone [else] in the race industry. Congratulations, Wyoming."

thm@sltrib.com

[Find Jobs at Job.com](#) [www.Job.com](#)
Over 1 Million Job Listings Here. Search the New
Job.com Now.



AdChoices [b>

om the Web

by Taboola

10 Most Scandalous Looks at the Grammys
ade Magazine

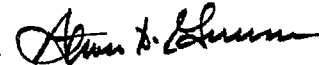
Billionaire Tells Americans to Prepare For "Financial Ruin"
Moneynews

igns You'll Get Cancer
/smax

Julia Roberts' Malibu Mansion Is An Architect's Dream
Lonny

omments

Exhibit “H”



CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

ERIC L. NELSON,

Plaintiff/Counterdefendant,

vs.

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

Defendant/Counterclaimants.

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

Crossclaimant,

vs.

LYNITA SUE NELSON,

Crossdefendant.

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

NOTICE OF ENTRY OF ORDER

Non-Trial Dispositions:

- ☐ Other
- ☐ Dismissed - Want of Prosecution
- ☐ Involuntary (Statutory) Dismissal
- ☐ Default Judgment
- ☐ Transferred
- ☐ Disposed After Trial Start

Settled/Withdrawn:

- ☐ Without Judicial Conf/Hrg
- ☐ With Judicial Conf/Hrg
- ☐ By ADR

Trial Dispositions:

- ☒ Judgment Reached by Trial

FRANK R. SULLIVAN
DISTRICT JUDGE

FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

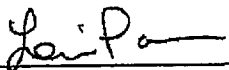
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TO:

Rhonda Forsberg, Esq.
Robert Dickerson, Esq.
Mark Solomon, Esq.
Jeffrey Luszeck, Esq.

PLEASE TAKE NOTICE that DECREE OF DIVORCE was duly entered in the above-referenced case on the 3rd day of June, 2013.

DATED this 3 day of June, 2013.


Lori Parr
Judicial Executive Assistant
Dept. O

1
2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
4

5 ERIC L. NELSON,)
6)
7 Plaintiff/Counterdefendant,)

8 vs.)

9 LYNITA SUE NELSON, LANA MARTIN, as)
10 Distribution Trustee of the ERIC L. NELSON)
11 NEVADA TRUST dated May 30, 2001,)
12 Defendant/Counterclaimants.)

13 LANA MARTIN, Distribution Trustee of the)
14 ERIC L. NELSON NEVADA TRUST dated)
15 May 30, 2001,)

16 Crossclaimant,)

17 vs.)

18 LYNITA SUE NELSON,)
19 Crossdefendant.)

CASE NO.: D-09-411537-D
DEPT. NO.: 0
Electronically Filed
06/03/2013 01:35:50 PM


CLERK OF THE COURT

20 DECREE OF DIVORCE

21 This matter having come before this Honorable Court for a Non-Jury Trial in October
22 2010, November 2010, July 2012 and August 2012, with Plaintiff, Eric Nelson, appearing and
23 being represented by Rhonda Forsberg, Esq., Defendant, Lynita Nelson, appearing and being
24 represented by Robert Dickerson, Esq., Katherine Provost, Esq., and Josef Karacsonyi, Esq.,
25 and Counter-defendant, Cross-defendant, Third Party Defendant Lana Martin, Distribution
26
27
28

FRANK R SULLIVAN
DISTRICT JUDGE

FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

1
2 Trustee of the Eric L. Nelson Nevada Trust, being represented by Mark Solomon, Esq., and
3 Jeffrey Luszeck, Esq., good cause being shown:

4 THE COURT HEREBY FINDS that it has jurisdiction in the premises, both as to the
5 subject matter thereof and as the parties thereto, pursuant to NRS 125.010 et seq.

6 THE COURT FURTHER FINDS the Eric Nelson, Plaintiff, has been, and is now, an
7 actual and bona fide resident of the County of Clark, State of Nevada, and has been actually
8 domiciled therein for more than six (6) weeks immediately preceding to the commencement of
9 this action.
10

11 THE COURT FURTHER FINDS that the parties were married September 17, 1983.

12 THE COURT FURTHER FINDS that 5 children were born the issue of this marriage;
13 two of which are minors, namely, Garrett Nelson born on September 13, 1994, and Carli
14 Nelson born on October 17, 1997; and to the best of her knowledge, Lynita Nelson, is not now
15 pregnant.
16

17 THE COURT FURTHER FINDS that the Plaintiff filed for divorce on May 6, 2009.

18 THE COURT FURTHER FINDS that the parties entered into a Stipulated Parenting
19 Agreement as to the care and custody of said minor children on October 15, 2008, which was
20 affirmed, ratified and made an Order of this Court on February 8, 2010.

21 THE COURT FURTHER FINDS that on August 9, 2011, both parties stipulated and
22 agreed that the Eric L. Nelson Nevada (ELN) Trust should be joined as a necessary party to this
23 matter.
24

25 THE COURT FURTHER FINDS that Eric Nelson is entitled to an absolute Decree of
26 Divorce on the grounds of incompatibility.
27
28

FRANK R. SULLIVAN
DISTRICT JUDGE

FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

1
2 THE COURT FURTHER FINDS that during the couple's nearly thirty (30) years of
3 marriage, the parties have amassed a substantial amount of wealth.

4 THE COURT FURTHER FINDS that the parties entered into a Separate Property
5 Agreement on July 13, 1993, with Mr. Nelson being advised and counseled with respect to the
6 legal effects of the Agreement by attorney Jeffrey L. Burr and Mrs. Nelson being advised and
7 counseled as its legal effects by attorney Richard Koch.
8

9 THE COURT FURTHER FINDS that, pursuant to NRS 123.080 and NRS 123.220(1),
10 the Separate Property Agreement entered into by the parties on July 13, 1993, was a valid
11 Agreement.

12 THE COURT FURTHER FINDS that Schedule A of the Separate Property Agreement
13 contemporaneously established the Eric L. Nelson Separate Property Trust and named Mr.
14 Nelson as trustor. The trust included interest in:
15

16 A First Interstate Bank account;
17 A Bank of America account;
18 4021 East Portland Street, Phoenix, Arizona;
19 304 Ramsey Street, Las Vegas, Nevada;
20 Twelve (12) acres located on Cheyenne Avenue, Las Vegas, Nevada;
21 Ten (10) acres located on Cheyenne Avenue, Las Vegas, Nevada;
22 1098 Evergreen Street, Phoenix, Arizona;
23 Forty nine (49) lots, notes and vacant land in Queens Creek, Arizona;
24 Forty one (41) lots, notes and vacant land in Sunland Park, New Mexico;
25 Sport of Kings located at 365 Convention Center Drive, Las Vegas, Nevada;
26 A 1988 Mercedes;
27 Forty percent (40%) interest in Eric Nelson Auctioneering, 4285 South Polaris Avenue,
28 Las Vegas, Nevada;
One hundred percent (100%) interest in Casino Gaming International, LTD., 4285
South Polaris Avenue, Las Vegas, Nevada; and
Twenty five percent (25%) interest in Polk Landing.

THE COURT FURTHER FINDS that Schedule B of the Separate Property Agreement
contemporaneously established the Lynita S. Nelson Separate Property Trust and named Mrs.
Nelson as trustor. The trust included interest in:

1
2 A Continental National Bank account;
3 Six (6) Silver State Schools Federal Credit Union accounts;
4 An American Bank of Commerce account;
5 7065 Palmyra Avenue, Las Vegas, Nevada;
6 8558 East Indian School Road, Number J, Scottsdale, Arizona;
7 Ten (10) acres on West Flamingo Road, Las Vegas, Nevada;
8 1167 Pine Ridge Drive, Panguitch, Utah;
9 749 West Main Street, Mesa, Arizona;
10 1618 East Bell Road, Phoenix, Arizona;
11 727 Hartford Avenue, Number 178, Phoenix, Arizona;
12 4285 Polaris Avenue, Las Vegas, Nevada;
13 Metropolitan Mortgage & Security Co., Inc., West 929 Sprague Avenue Spokane,
14 Washington;
15 Apirade Bumpus, 5215 South 39th Street, Phoenix, Arizona;
16 Pool Hall Sycamore, 749 West Main Street, Mesa, Arizona;
17 A Beneficial Life Insurance policy; and
18 A 1992 van

19 THE COURT FURTHER FINDS that on May 30, 2001, the Eric L. Nelson Nevada
20 Trust (hereinafter "ELN Trust") was created under the advice and counsel of Jeffrey L. Burr,
21 Esq., who prepared the trust documents.

22 THE COURT FURTHER FINDS that the ELN Trust was established as a self-settled
23 spendthrift trust in accordance with NRS 166.020.¹

24 THE COURT FURTHER FINDS that all of the assets and interest held by the Eric L.
25 Nelson Separate Property Trust were transferred or assigned to the ELN Trust.

26 THE COURT FURTHER FINDS that on May 30, 2001, the Lynita S. Nelson Nevada
27 Trust (hereinafter "LSN Trust") was created under the advice and counsel of Jeffrey L. Burr,
28 Esq., who prepared the trust documents.

THE COURT FURTHER FINDS that the LSN Trust was established as a self-settled
spendthrift trust in accordance with NRS 166.020.

¹ NRS 166.020 defines a spendthrift trust as "at trust in which by the terms thereof a valid restraint on the voluntary and involuntary transfer of the interest of the beneficiary is imposed. See, NRS 166.020.

1
2 THE COURT FURTHER FINDS that all of the assets and interest held by the Lynita S.
3 Nelson Separate Property Trust were transferred or assigned to the LSN Trust.

4 THE COURT FURTHER FINDS that while the parties may differ as to the reason why
5 the trusts were created, the effect of a spendthrift trust is to prevent creditors from reaching the
6 principle or corpus of the trust unless said creditor is known at the time in which an asset is
7 transferred to the trust and the creditor brings an action no more than two years after the
8 transfer occurs or no more than 6 months after the creditor discovers or reasonably should have
9 discovered the transfer, whichever occurs latest.²

10
11 THE COURT FURTHER FINDS that while spendthrift trusts have been utilized for
12 decades; Nevada is one of the few states that recognize self-settled spendthrift trusts. The
13 legislature approved the creation of spendthrift trusts in 1999 and it is certainly not the purpose
14 of this Court to challenge the merits of spendthrift trusts.

15
16 THE COURT FURTHER FINDS that the testimony of the parties clearly established
17 that the intent of creating the spendthrift trusts was to provide maximum protection from
18 creditors and was not intended to be a property settlement in the event that the parties divorced.

19 THE COURT FURTHER FINDS that throughout the history of the Trusts, there were
20 significant transfers of property and loans primarily from the LSN Trust to the ELN Trust. Such
21 evidence corroborates Mrs. Nelson's testimony that the purpose of the two Trusts was to allow
22 for the ELN Trust to invest in gaming and other risky ventures, while the LSN Trust would
23 maintain the unencumbered assets free and clear from the reach of creditors in order to provide
24 the family with stable and reliable support should the risky ventures fail.

25
26 ...
27

28

² NRS 166.170(1)

1
2 THE COURT FURTHER FINDS that, due to Mrs. Nelson's complete faith in and total
3 support of her husband, Mr. Nelson had unfettered access to the LSN Trust to regularly transfer
4 assets from the LSN Trust to the ELN Trust to infuse cash and other assets to fund its gaming
5 and other risky investment ventures.

6
7 THE COURT FURTHER FINDS that on numerous occasions during these proceedings,
8 Mr. Nelson indicated that the ELN Trust and LSN Trust both held assets that were indeed
9 considered by the parties to be community property.

10 THE COURT FURTHER FINDS that during the first phase of trial held in August
11 2010, Mr. Nelson was questioned ad nauseam by both his former attorney, Mr. James
12 Jimmerson, and by Mrs. Nelson's attorney, Mr. Dickerson, about his role as the primary wage
13 earner for the family.

14
15 THE COURT FURTHER FINDS that on direct examination, when asked what he had
16 done to earn a living following obtaining his real estate license in 1990, Mr. Nelson's lengthy
17 response included:

18 "So that's my primary focus is managing all my assets and Lynita's assets so we
19 manage our *community assets*, and that's where our primary revenue is driven
(emphasis added)."

20 THE COURT FURTHER FINDS that upon further direct examination, when asked why
21 the ELN and LSN Trusts were created, Mr. Nelson responded:

22
23 "In the event that something happened to me, I didn't have to carry life insurance. I
24 would put safe assets into her property in her assets for her and the kids. My assets
25 were much more volatile, much more -- I would say daring; casino properties, zoning
26 properties, partners properties, so we maintained this and these ----- all these trusts
27 were designed and set up by Jeff Burr. Jeff Burr is an excellent attorney and so I felt
28 comfortable. This protected Lynita and her children and it gave me the flexibility
because I do a lot of tax scenarios, to protect her and the kids and me and we could
level off yearly by putting assets in her trust or my trust depending on the
transaction and protect -- the basic bottom line is to protect her (emphasis added)."

1
2 THE COURT FURTHER FINDS that upon further examination by Attorney Jimmerson
3 inquiring about the status of a rental property located on Lindell Road, Mr. Nelson's response
4 was:

5 "Well, we don't pay rent because we're managing all the assets, so I don't pay
6 myself to pay Lynita because we — it's all *community* (emphasis added)."

7 THE COURT FURTHER FINDS that during cross-examination on October 19, 2010,
8 Mr. Nelson was questioned as to why he closed his auctioning company and his response was:

9 "I was under water these businesses. And for business purposes and to -- to set -- to
10 save as much in our *community* estate, I was forced to lay people off, generate cash flow so
11 Lynita would have the cash flow from these properties in the future (emphasis added)."

12 THE COURT FURTHER FINDS that throughout Mr. Nelson's aforementioned
13 testimony, he either expressly stated that his actions were intended to benefit his and Mrs.
14 Nelson's community estate or made reference to the community.

15 THE COURT FURTHER FINDS that it heard testimony from Mr. Nelson over several
16 days during the months of August 2010, September 2010 and October 2010, in which Mr.
17 Nelson's testimony clearly categorized the ELN Trust and LSN Trust's property as community
18 property.

19 THE COURT FURTHER FINDS that Mr. Nelson's sworn testimony corroborates Mrs.
20 Nelson's claim that Mr. Nelson informed her throughout the marriage that the assets
21 accumulated in both the ELN Trust and LSN Trust were for the betterment of their family unit,
22 and, thus, the community.

23 THE COURT FURTHER FINDS Attorney Burr's testimony corroborated the fact that
24 the purpose of creating the spendthrift trusts was to "supercharge" the protection afforded
25 against creditors and was not intended to be a property settlement.
26
27
28 ...

1 THE COURT FURTHER FINDS that Attorney Burr testified that he discussed and
2 suggested that the Nelsons periodically transfer properties between the two trusts to ensure that
3 their respective values remained equal.
4

5 THE COURT FURTHER FINDS that Attorney Burr further testified that the values of
6 the respective trust could be equalized through gifting and even created a gifting form for the
7 parties to use to make gifts between the trusts.
8

9 THE COURT FURTHER FINDS that the Minutes from a Trust Meeting, dated
10 November 20, 2004, reflected that all Mississippi property and Las Vegas property owned by
11 the ELN Trust was transferred to the LSN trust as final payment on the 2002 loans from the
12 LSN to the ELN Trust and to "*level off the trusts*" (emphasis added).
13

14 THE COURT FURTHER FINDS that the evidence adduced at trial clearly established
15 the parties intended to maintain an equitable allocation of the assets between the ELN Trust and
16 the LSN Trust.
17

18 *Fiduciary Duty*

19 THE COURT FURTHER FINDS that the Nevada Supreme Court has articulated that a
20 fiduciary relationship exists between husbands and wives, and that includes a duty to "disclose
21 pertinent assets and factors relating to those assets." *Williams v. Waldman*, 108 Nev. 466, 472
(1992).
22

23 THE COURT FURTHER FINDS that Mr. Nelson owed a duty to his spouse, Mrs.
24 Nelson, to disclose all pertinent factors relating to the numerous transfers of the assets from the
25 LSN Trust to the ELN Trust.
26 ...
27 ...
28

1
2 THE COURT FURTHER FINDS that Mrs. Nelson credibly testified that on numerous
3 occasions, Mr. Nelson requested that she sign documentation relating to the transfer of LSN
4 Trust assets to the ELN Trust. Mrs. Nelson further stated that she rarely questioned Mr. Nelson
5 regarding these matters for two reasons: (1) Mr. Nelson would become upset if she asked
6 questions due to his controlling nature concerning business and property transactions; and (2)
7 she trusted him as her husband and adviser.
8

9 THE COURT FURTHER FINDS that Mr. Nelson's behavior during the course of these
10 extended proceedings, as discussed in detail hereinafter, corroborates Mrs. Nelson's assertions
11 that Mr. Nelson exercises unquestioned authority over property and other business ventures and
12 loses control of his emotions when someone questions his authority.
13

14 THE COURT FURTHER FINDS that the evidence clearly established that Mr. Nelson
15 did not regularly discuss the factors relating to the numerous transfers of the assets from the
16 LSN Trust to the ELN Trust with Mrs. Nelson, and, therefore, violated his fiduciary duty to his
17 spouse.
18

19 THE COURT FURTHER FINDS that NRS 163.554 defines a fiduciary as a trustee...or
20 any other person, including an investment trust adviser, which is acting in a *fiduciary capacity*
21 for any person, trust or estate. See, NRS 163.554 (emphasis added).
22

23 THE COURT FURTHER FINDS that NRS 163.5557 defines an investment trust
24 adviser as a person, appointed by an instrument, to act in regard to investment decisions. NRS
25 163.5557 further states:

26 2. An investment trust adviser may exercise the powers provided
27 to the investment trust adviser in the instrument in the best interests of the
28 trust. **The powers exercised by an investment trust adviser are at the
sole discretion of the investment trust adviser and are binding on all other
persons.** The powers granted to an investment trust adviser may include,
without limitation, the power to:

- 1
- 2 (a) Direct the trustee with respect to the retention, purchase,
3 sale or encumbrance of trust property and the investment and
4 reinvestment of principal and income of the trust.
5 (b) Vote proxies for securities held in trust.
6 (c) Select one or more investment advisers, managers or counselors,
7 including the trustee, and delegate to such persons any of the powers
8 of the investment trust adviser.

9 See NRS 163.5557 (emphasis added).

10 THE COURT FURTHER FINDS that Mr. Nelson continuously testified as to his role
11 as the investment trustee for both trusts, specifically testifying during cross examination on
12 September 1, 2010, as follows:

13 Q. Now you're the one that put title to those parcels
14 that we've talked about in the name of Dynasty, Bal Harbor,
15 Emerald Bay, Bay Harbor Beach Resorts and (indiscernible)
16 Financial Partnerships. Is that correct?

17 A. I believe so, yes.

18 Q. And you're the one that also put title in the name
19 of -- all the remaining lots in the name of LSN Nevada Trust.
20 Is that true?

21 A. Yes, sir.

22 THE COURT FURTHER FINDS that during his September 1st cross-examination, Mr.
23 Nelson also testified as to the assets located in Mississippi as follows:

24 Q. The height of the market was 18 months ago according
25 to your testimony?

26 A. No, no. But I'm just saying we could have -- the
27 this lawsuit's been pending for a while, sir. We did these
28 deeds mistake -- if you can -- if you reference back to it, it
shows -- shows Dynas -- it's my --

Q. Exhibit -- the Exhibit for the --

A. -- company. It shows Eric Nelson. That's my
company. We put them into Lynita's for community protection,
and she would not cooperate.

1
2
3 Q. You put them --

4 A. Yes, sir.

5 Q. -- into Lynita's?

6 A. Yes, sir --

7 Q. All right. Sir --

8 A. -- for *co -- unity wealth* (emphasis added).

9
10 THE COURT FURTHER FINDS that while the LSN Trust documents expressly named
11 Mrs. Nelson as investment trust adviser, the evidence clearly established that Mr. Nelson
12 exercised a pattern of continuous, unchallenged investment and property-transfer decisions for
13 both the ELN and the LSN Trusts, thereby illustrating that Mr. Nelson acted as the investment
14 trust adviser of the LSN Trust from its inception.

15 THE COURT FURTHER FINDS that the testimony of both parties clearly shows that,
16 pursuant to NRS 163.5557(2)(c), Mrs. Nelson delegated the duties of investment trustee to her
17 husband, Mr. Nelson.

18
19 THE COURT FURTHER FINDS that as the delegated investment trustee for the LSN
20 Trust, Mr. Nelson acted in a fiduciary capacity for Mrs. Nelson.³ Therefore, Mr. Nelson had a
21 duty to "disclose pertinent assets and factors relating to those assets".⁴

22 THE COURT FURTHER FINDS that, despite serving as the delegated investment
23 trustee for the LSN Trust, Mr. Nelson did not regularly discuss the pertinent factors relating to
24 the transfer of the assets from the LSN Trust to the ELN Trust, and, as such, violated the
25 fiduciary duty he owed to Mrs. Nelson and to the LSN Trust as the delegated investment trustee
26 to the LSN Trust.
27

28 ³ NRS 163.554.

⁴ *Williams v. Waldman*, 108 Nev. 466, 472 (1992).

1
2 THE COURT FURTHER FINDS that Mr. Nelson, in his dual role as a spouse and as
3 the delegated investment trustee for the LSN Trust, violated the fiduciary duties owed to Mrs.
4 Nelson and the LSN Trust.

5 ***Constructive Trust***
6

7 THE COURT FURTHER FINDS that Mr. Nelson's activities as the delegated
8 investment trustee for the LSN Trust in which he transferred numerous properties and assets
9 from the LSN Trust to the ELN Trust, unjustly resulted in the ELN Trust obtaining title to
10 certain properties that the LSN Trust formerly held.

11 THE COURT FURTHER FINDS that a legal remedy available to rectify this unjust
12 result is the Court's imposition of a constructive trust. The basic objective of a constructive
13 trust is to recognize and protect an innocent party's property rights. Constructive trusts are
14 grounded in the concept of equity. *Cummings v. Tinkle*, 91 Nev. 548, 550 (1975).
15

16 THE COURT FURTHER FINDS that the Nevada Supreme Court has held that a
17 constructive trust is proper when "(1) a confidential relationship exists between the parties; (2)
18 retention of legal title by the holder thereof against another would be inequitable; and (3) the
19 existence of such a trust is essential to the effectuation of justice." *Locken v. Locken*, 98 Nev.
20 369, 372 (1982).

21 THE COURT FURTHER FINDS that in *Locken*, the Nevada Supreme Court found that
22 an oral agreement bound a son to convey land to his father, as the father was to make certain
23 improvements to the land. The Court found that even though the father completed an affidavit
24 claiming no interest in the land, this act did not preclude him from enforcing the oral
25 agreement. *Id.*, at 373.
26
27
28

1
2 THE COURT FURTHER FINDS that the *Locken* court found that the imposition of a
3 constructive trust does not violate the statute of frauds as NRS 111.025 states:

4 1. No estate or interest in lands...nor any trust or power over or
5 concerning lands, or in any manner relating thereto, shall be created,
6 granted, assigned, surrendered or declared after December 2, 1861,
7 unless by act or operation of law, or by deed or conveyance, in writing, subscribed by
8 the party creating, granting, assigning, surrendering or
9 declaring the same, or by the party's lawful agent thereunto authorized
10 in writing.

11 2. Subsection 1 shall not be construed to affect in any manner the power
12 of a testator in the disposition of the testator's real property by a last will
13 and testament, **nor to prevent any trust from arising or being extinguished**
14 **by implication or operation of law.**

15 See, NRS 111.025 (Emphasis added).

16 THE COURT FURTHER FINDS that NRS 111.025(2) creates an exception to the
17 statute of frauds that allows for the creation of a constructive trust to remedy or prevent the
18 type of injustice that the statute seeks to prevent.

19 THE COURT FURTHER FINDS that in this case, we clearly have a confidential
20 relationship as the two parties were married at the time of the transfers. In addition, Mr. Nelson
21 acted as the investment trustee for the LSN Trust, which effectively created another
22 confidential relationship between him and Mrs. Nelson as she is the beneficiary of the LSN
23 Trust.

24 THE COURT FURTHER FINDS that while Mr. Nelson argues that no confidential
25 relationship existed between Mrs. Nelson and the ELN Trust, a confidential relationship clearly
26 existed between Mrs. Nelson and Mr. Nelson, who, as the beneficiary of the ELN Trust,
27 benefits greatly from the ELN Trust's acquisition and accumulation of properties.
28 ...

1
2 THE COURT FURTHER FINDS that the ELN Trust's retention of title to properties
3 that the LSN Trust previously held would be inequitable and would result in an unjust
4 enrichment of the ELN Trust to the financial benefit of Mr. Nelson and to the financial
5 detriment of the LSN Trust and Mrs. Nelson.

6 THE COURT FURTHER FINDS that Mrs. Nelson, as a faithful and supporting spouse
7 of thirty years, had no reason to question Mr. Nelson regarding the true nature of the assets that
8 he transferred from the LSN Trust to the ELN Trust.

9
10 THE COURT FURTHER FINDS that Mr. Nelson argues that the imposition of a
11 constructive trust is barred in this instance because Mrs. Nelson benefitted from the creation
12 and implementation of the trust and cites the Nevada Supreme Court ruling in *DeLee v.*
13 *Roggen*, to support his argument. 111 Nev. 1453 (1995).

14 THE COURT FURTHER FINDS that in *DeLee*, the party seeking the imposition of the
15 constructive trust made no immediate demands because he knew that his debtors would lay
16 claim to the property. The court found that a constructive trust was not warranted because the
17 creation of the trust was not necessary to effectuate justice. *Id.*, at 1457.

18
19 THE COURT FURTHER FINDS that unlike *DeLee*, Mrs. Nelson made no demand for
20 the property because Mr. Nelson assured her that he managed the assets in the trusts for the
21 benefit of the community. Consequently, Mrs. Nelson did not have notice that the LSN Trust
22 should reclaim the property.

23 THE COURT FURTHER FINDS that while Mr. Nelson acted as the investment trustee
24 for both the ELN and LSN Trust respectively, the properties never effectively left the
25 community. Consequently, Mrs. Nelson never thought that she needed to recover the
26 properties on behalf of the LSN Trust. Mrs. Nelson was not advised that she was not entitled to
27

1
2 the benefit of the assets transferred from the LSN Trust to the ELN Trust under the direction of
3 Mr. Nelson until the ELN Trust joined the case as a necessary party.

4 THE COURT FURTHER FINDS that allowing the ELN Trust to acquire property from
5 the LSN Trust under the guise that these property transfers benefitted the community,
6 effectively deprives Mrs. Nelson of the benefit of those assets as beneficiary under the LSN
7 Trust, and will ultimately result in Mr. Nelson, as beneficiary of the ELN Trust, being unjustly
8 enriched at the expense of Mrs. Nelson.
9

10 THE COURT FURTHER FINDS that, as addressed in detail below, the Court will
11 impose a constructive trust on the following assets: (1) 5220 East Russell Road Property; (2)
12 3611 Lindell Road.

13 THE COURT FURTHER FINDS that as to the Russell Road property, according to the
14 report prepared by Larry Bertsch, the court-appointed forensic accountant, Mr. Nelson, as the
15 investment trustee for the LSN Trust, purchased the property at 5220 E. Russell Road on
16 November 11, 1999, for \$855,945. Mr. Nelson's brother, Cal Nelson, made a down payment of
17 \$20,000 and became a 50% owner of the Russell Road Property despite this paltry
18 contribution.⁵ Cal Nelson and Mrs. Nelson later formed CJE&L, LLC, which rented this
19 property to Cal's Blue Water Marine. Shortly thereafter, CJE&L, LLC obtained a \$3,100,000
20 loan for the purpose of constructing a building for Cal's Blue Water Marine.⁶
21
22

23 THE COURT FURTHER FINDS that in 2004, Mrs. Nelson signed a guarantee on the
24 flooring contract for Cal's Blue Water Marine. She subsequently withdrew her guarantee and
25 the LSN Trust forfeited its interest in the property to Cal Nelson. While Mr. Nelson argues that
26 the release of Mrs. Nelson as guarantor could be consideration, the flooring contract was never
27

28 ⁵ Mr. Nelson testified that Cal Nelson also assumed a \$160,000 liability arising from a transaction by Mr. Nelson involving a Las Vegas Casino.

⁶ Defendant's Exhibit GGGGG

1
2 produced at trial and no value was ever assigned as to Mrs. Nelson's liability. Furthermore, the
3 Declaration of Value for Tax Purposes indicates that it was exempted from taxation due to
4 being a "transfer without consideration for being transferred to or from a trust."⁷ As such, the
5 alleged consideration was never established and appears to be illusory, and, accordingly, the
6 LSN Trust received no compensation from the Russell Road transaction.⁸

7 THE COURT FURTHER FINDS that in February 2010, Mr. Nelson purchased a 65%
8 interest in the Russell Road property, with Cal Nelson retaining a 35% interest in the property.
9

10 THE COURT FURTHER FINDS that on May 27, 2011, the Russell Road property was
11 sold for \$6,500,000. As part of the sale, Mr. Nelson testified that the ELN Trust made a
12 \$300,000 loan to the purchaser for improvements to the property, however, a first note/deed
13 was placed in the name of Julie Brown in the amount \$300,000 for such property improvement
14 loan. Due to the ambiguity as to who is entitled to repayment of the \$300,000 loan (ELN Trust
15 or Julie Brown), the Court is not inclined at this time to include such loan into the calculation
16 as to the ELN Trust's interest in the property.
17

18 THE COURT FURTHER FINDS that a second note/deed was placed on the Russell
19 Road property in the amount of \$295,000 to recapture all back rents and taxes.

20 THE COURT FURTHER FINDS that through a series of notes/deeds, the ELN Trust is
21 currently entitled to 66.67% of the \$6,500,000 purchase price and 66.67% of the \$295,000
22 note/deed for rents and taxes. Therefore, the ELN Trust and Mr. Nelson are entitled to
23 proceeds in the amount of \$4,530,227 (\$4,333,550 + \$196,677) from the Russell Road property
24 transaction.⁹
25

26 ...

27 ⁷ Defendant's Exhibit UUUU

28 ⁸ Id.

⁹ Defendant's Exhibit GGGG.

1
2 THE COURT FURTHER FINDS that because the LSN Trust was not compensated for
3 transferring its interest in Russell Road, under the advice and direction of Mr. Nelson, it would
4 be inequitable to allow the ELN Trust to retain its full 66.67% interest in the property to the
5 detriment of the LSN Trust. Therefore, the Court hereby imposes a constructive trust over half
6 of the ELN Trust 66.67% ownership interest in the Russell Road property on behalf of the LSN
7 Trust. As such, the LSN Trust is entitled to a 50% interest of the ELN Trust's 66.67%
8 ownership interest, resulting in the LSN Trust effectively receiving an overall one-third interest
9 in the Russell Road property with a value of \$2,265,113.50 (\$4,333,550 + \$196,677 x 1/2).
10

11 THE COURT FURTHER FINDS that as to the 3611 Lindell property, on August 22,
12 2001, the entire interest in the property was transferred to the LSN trust from Mrs. Nelson's
13 1993 revocable trust.

14 THE COURT FURTHER FINDS that on March 22, 2007, a 50% interest in the Lindell
15 property was transferred to the ELN Trust at the direction of Mr. Nelson without any
16 compensation to the LSN Trust. Review of the Grant, Bargain, Sale Deed allegedly executed
17 by Mrs. Nelson on said date clearly reflects a signature not consistent with Mrs. Nelson's
18 signature when compared to the numerous documents signed by Mrs. Nelson and submitted to
19 this Court. As such, the validity of the transfer of the 50% interest of the LSN Trust to the ELN
20 Trust is seriously questioned.¹⁰

21
22 THE COURT FURTHER FINDS that while Mr. Gerety testified that consideration for
23 the 50% interest being transferred to the ELN Trust was the transfer of the Mississippi property
24 to the LSN, the court did not find such testimony credible as it appears that the transfer of the
25 Mississippi property occurred in 2004, whereas, the Lindell transfer to the ELN Trust was in
26 2007. In addition, the testimony was not clear as to which Mississippi properties were involved
27

28 ¹⁰ Defendant's Exhibit PPPP.

1
2 in the alleged transfer and no credible testimony as to the value of the Mississippi property was
3 presented. Accordingly, any alleged consideration for the transfer of the 50% interest in the
4 Lindell property from the LSN Trust to the ELN Trust is illusory.

5 THE COURT FURTHER FINDS that because the LSN Trust was not compensated for
6 transferring a 50% interest in the Lindell property to the ELN Trust, under the advice and
7 direction of Mr. Nelson, it would inequitable to allow the ELN Trust to retain a 50% interest in
8 the property.
9

10 THE COURT FURTHER FINDS that the Court imposes a constructive trust over the
11 ELN Trust's 50% interest in the Lindell property; therefore, the LSN Trust is entitled to 100%
12 interest in the Lindell property, with an appraised value of \$1,145,000.
13

14 *Unjust Enrichment*

15 THE COURT FURTHER FINDS that to allow the ELN Trust to retain the benefits
16 from the sale of the High Country Inn, which will be addressed hereinafter, to the detriment of
17 the LSN Trust, would result in the unjust enrichment of the ELN Trust at the expense of the
18 LSN Trust.

19 THE COURT FURTHER FINDS that on January 11, 2000, the High Country Inn was
20 initially purchased by Mrs. Nelson's Revocable 1993 Trust.¹¹ While multiple transfer deeds
21 were executed with related parties (e.g. Grotta Financial Partnership, Frank Soris) at the
22 direction of Mr. Nelson, the LSN Trust owned the High Country Inn. On January 18, 2007, Mr.
23 Nelson, as investment trustee for both the ELN Trust and the LSN Trust, was the sole
24 orchestrator of the transfer of the High Country Inn from the LSN Trust to the ELN Trust.
25

26 ...

27 ...

28 ¹¹ The Nelson Trust would later transfer its interest in the High Country Inn to the LSN Trust on 5/30/01.

1
2 THE COURT FURTHER FINDS that on January 19, 2007, the ELN Trust sold the
3 High Country Inn for \$1,240,000 to Wyoming Lodging, LLC, with the proceeds from the sale
4 being placed directly into the bank account of ELN Trust,¹² without any compensation being
5 paid to the LSN Trust.
6

7 THE COURT FURTHER FINDS that in a fashion similar to the Russell Road
8 transaction, the ELN Trust provided no consideration to the LSN Trust. Further, it is quite
9 apparent that Mr. Nelson never intended to compensate the LSN Trust as evidenced by Mr.
10 Nelson's 2007 Tax Return Form, which listed both the sale of "Wyoming Hotel" (High
11 Country Inn) and "Wyoming OTB" (Off Track Betting) on his Form 1040 Schedule D.¹³
12

13 THE COURT FURTHER FINDS that allowing the ELN Trust to retain the benefit of
14 the proceeds from the sale of the High Country Inn would be unjust, and, accordingly, the LSN
15 Trust is entitled to just compensation. As such, an amount equal to the proceeds from the sale,
16 or in the alternative, property with comparable value, should be transferred to the LSN Trust to
17 avoid the ELN Trust from being unjustly enriched.

18 THE COURT FURTHER FINDS that Mr. Nelson created Banone, LLC on November
19 15, 2007, the same year that he sold High Country Inn.¹⁴ The Operating Agreement lists the
20 ELN Trust as the Initial Sole Member of the company, meaning that Banone, LLC is an asset
21 of the ELN Trust and that all benefits received from the managing of this company are
22 conferred to Mr. Nelson, as beneficiary of the ELN Trust.
23
24
25
26

27 ¹² On January 24, 2007, Uinta Title & Insurance wired proceeds in the total amount of \$1,947,153.37 (\$1,240,000
28 for High Country Inn and \$760,000 for the Off Track Betting Rights) to the ELN Trust's bank account.

¹³ Defendant's Exhibit NNNN.

¹⁴ Plaintiff's Exhibit 10K.

1
2 THE COURT FURTHER FINDS that Banone, LLC, currently holds seventeen
3 Nevada properties worth \$1,184,236.¹⁵

4 THE COURT FURTHER FINDS that equity and justice demands that the LSN Trust
5 receive just compensation in the amount of \$1,200,000 for the sale of the High Country Inn in
6 order to avoid the ELN Trust from being unjustly enriched, and, therefore, the LSN Trust
7 should be awarded the Banone, LLC, properties held by ELN Trust, with a comparable value of
8 \$1,184,236.
9

10 THE COURT FURTHER FINDS that there were additional transfers from the LSN
11 Trust to the ELN Trust, without just compensation, which financially benefitted the ELN Trust
12 to the detriment of the LSN Trust, specifically regarding the Tierra del Sol property,
13 Tropicana/Albertson property and the Brianhead cabin.
14

15 THE COURT FURTHER FINDS that as to the Tierra del Sol property, the entire
16 interest in the property was initially held in Mrs. Nelson's Revocable Trust and was
17 subsequently transferred to the LSN Trust on or about October 18, 2001.

18 THE COURT FURTHER FINDS that the Tierra del Sol property was sold in August 5,
19 2005, for \$4,800,000. Out of the proceeds from the first installment payment, Mr. Nelson had a
20 check issued from the LSN Trust account in the amount of \$677,717.48 in payment of a line of
21 credit incurred by Mr. Nelson against the Palmyra residence, which was solely owned by the
22 LSN Trust. From the proceeds for the second installment payment, the ELN Trust received
23 proceeds in the amount of \$1,460,190.58. As such, the ELN Trust received proceeds from the
24 sale of the Tierra del Sol property despite having no ownership interest in the property.
25

26 ...

27 ...

28 ¹⁵ Defendant's Exhibit GGGGG.

1
2 THE COURT FURTHER FINDS that while Mr. Gerety testified that the ELN Trust
3 paid federal taxes in the amount of \$509,400 and Arizona taxes in the amount \$139,240 for a
4 total of \$648,640 on behalf of the LSN Trust from the proceeds received by the ELN Trust
5 from the sale of the Tierra del Sol property, that would still leave over \$800,000 that the ELN
6 Trust received despite having no ownership interest in the Tierra del Sol property.

7
8 THE COURT FURTHER FINDS that as to the Tropicana/Albertson's property, the
9 ELN Trust transferred a 50% interest in the property to the LSN Trust in November of 2004 in
10 consideration of an \$850,000 loan to the ELN Trust from the LSN Trust.

11 THE COURT FURTHER FINDS that Minutes dated November 20, 2004, reflected that
12 all Mississippi property and Las Vegas property owned by the ELN Trust was transferred to the
13 LSN trust as final payment on the 2002 loans from the LSN to the ELN Trust and to "level off
14 the trusts." It must be noted that in November of 2004 the only Las Vegas property owned by
15 the ELN Trust was the Tropicana/Albertson property.

16 THE COURT FURTHER FINDS that in 2007, Mr. Nelson had the LSN Trust deed
17 back the Tropicana/Albertson property to the ELN Trust, without compensation, and then sold
18 the property the same day, resulting in the ELN Trust receiving all the proceeds from the sale
19 of the property in the amount of \$966,780.23.

20
21 THE COURT FURTHER FINDS that as to the Brianhead cabin, the entire interest was
22 held by the LSN Trust.

23 THE COURT FURTHER FINDS that on May 22, 2007, a 50% interest in the
24 Brianhead cabin was transferred to the ELN Trust at the direction of Mr. Nelson without any
25 compensation to the LSN Trust.

26
27 ...
28

1
2 THE COURT FURTHER FINDS that while Mr. Gerety testified that consideration for
3 the 50% interest in the Brianhead cabin being transferred to the ELN Trust was the transfer of
4 the Mississippi property to the LSN, the court did not find such testimony credible as it appears
5 that the transfer of the Mississippi property occurred in 2004, whereas, the Brianhead cabin
6 transfer to the ELN Trust was in 2007. In addition, the testimony was not clear as to which
7 Mississippi properties were involved in the alleged transfer and no credible testimony as to the
8 value of the Mississippi property was presented. Accordingly, any alleged consideration for the
9 transfer of the 50% interest in the Brianhead cabin property from the LSN Trust to the ELN
10 Trust is illusory.
11

12 THE COURT FURTHER FINDS that the transfers from the LSN Trust to the ELN
13 Trust regarding the Tierra del Sol property, the Tropicana/Albertson property and the
14 Brianhead cabin all financially benefitted the ELN Trust to the financial detriment of the LSN
15 Trust.
16

17 THE COURT FURTHER FINDS that throughout the history of the Trusts, there were
18 significant loans from the LSN Trust to the ELN Trust, specifically: \$172,293.80 loan in May
19 of 2002; \$700,000 loan in October of 2003; \$250,000 loan in December of 2005 which resulted
20 in a total amount of \$576,000 being borrowed by the ELN Trust from the LSN Trust in 2005.
21

22 THE COURT FURTHER FINDS that while testimony was presented regarding
23 repayments of the numerous loans via cash and property transfers, the Court was troubled by
24 the fact that the loans were always going from the LSN Trust to the ELN Trust and further
25 troubled by the fact that the evidence failed to satisfactorily establish that all of the loans were
26 in fact paid in full.
27
28

1
2 THE COURT FURTHER FINDS that the evidence clearly established that Mr. Nelson
3 exhibited a course of conduct in which he had significant property transferred, including loans,
4 from the LSN Trust to the ELN Trust which benefited the ELN Trust to the detriment of the
5 LSN Trust, and, as such, justice and equity demands that the LSN Trust receive compensation
6 to avoid such unjust enrichment on the part of the ELN Trust.
7

8 *Credibility*

9 THE COURT FURTHER FINDS that during the first six days of trial held in 2010, Mr.
10 Nelson repeatedly testified that the actions he took were on behalf of the community and that
11 the ELN Trust and LSN Trust were part of the community.

12 THE COURT FURTHER FINDS that during the last several weeks of trial in 2012, Mr.
13 Nelson changed his testimony to reflect his new position that the ELN Trust and the LSN Trust
14 were not part of the community and were the separate property of the respective trusts.
15

16 THE COURT FURTHER FINDS that Mr. Nelson failed to answer questions in a direct
17 and forthright manner throughout the course of the proceedings.

18 THE COURT FURTHER FINDS that Mr. Nelson argued in the Motion to Dissolve
19 Injunction requesting the release of \$1,568,000, which the Court had ordered be placed in a
20 blocked trust account and enjoined from being released, that the ELN Trust "has an opportunity
21 to purchase Wyoming Racing LLC, a horse racing track and RV park, for \$440,000.00;
22 however, the ELN will be unable to do so unless the Injunction is dissolved."
23

24 THE COURT FURTHER FINDS that despite the Court's denial of the request to
25 dissolve the injunction, the ELN Trust via Dynasty Development Group, LLC, completed the
26 transaction and reacquired Wyoming Downs at a purchase price of \$440,000. The completion
27
28

1 of the purchase, without the dissolution of the injunction, evinced that Mr. Nelson misstated the
2 ELN Trust's financial position, or at the very least was less than truthful with this Court.
3

4 THE COURT FURTHER FINDS that it should be noted that in an attempt to
5 circumvent this Court's injunction regarding the \$1,568,000, Mr. Nelson had a Bankruptcy
6 Petition filed in the United States Bankruptcy Court, District of Nevada, on behalf of the
7 Dynasty Development Group, LLC, requesting that the \$1,568,000 be deemed property of the
8 Debtor's bankruptcy estate; however, the bankruptcy court found that this Court had exclusive
9 jurisdiction over the \$1,568,000 and could make whatever disposition of the funds without
10 regard to the Debtor's bankruptcy filing.
11

12 THE COURT FURTHER FINDS that based upon Mr. Nelson's change of testimony
13 under oath, his repeated failure to answer questions in a direct and forthright manner, his less
14 that candid testimony regarding the necessity of dissolving the injunction in order to purchase
15 the Wyoming race track and RV park, and his attempt to circumvent the injunction issued by
16 this Court clearly reflect that Mr. Nelson lacks credibility.
17

18 THE COURT FURTHER FINDS that United States Bankruptcy Judge, Neil P. Olack,
19 of the Southern District of Mississippi, cited similar concerns as to Mr. Nelson's credibility
20 during a bankruptcy proceeding held on June 24, 2011, regarding Dynasty Development
21 Group, LLC. Specifically, Judge Olack noted that as a witness, Mr. Nelson simply lacked
22 credibility in that he failed to provide direct answers to straight forward questions, which gave
23 the clear impression that he was being less than forthcoming in his responses.¹⁶
24
25
26
27

28 ¹⁶ Defendant's Exhibit QQQQ.

1
2 THE COURT FURTHER FINDS that Bankruptcy Judge Olack found that the evidence
3 showed that Mr. Nelson depleted the assets of Dynasty on the eve of its bankruptcy filing in
4 three separate transfers, and, subsequently, dismissed the Bankruptcy Petition.¹⁷

5 THE COURT FURTHER FINDS that Mr. Nelson's behavior and conduct during the
6 course of these proceedings has been deplorable. This Court has observed Mr. Nelson angrily
7 bursting from the courtroom following hearings.

8 THE COURT FURTHER FINDS that Mr. Nelson has repeatedly exhibited
9 inappropriate conduct towards opposing counsel, Mr. Dickerson, including, cursing at him,
10 leaving vulgar voice messages on his office phone and challenging him to a fight in the parking
11 lot of his office.
12

13 THE COURT FURTHER FINDS that Mr. Nelson's deplorable behavior also included
14 an open and deliberate violation of the Joint Preliminary Injunction that has been in place since
15 May 18, 2009. On 12/28/2009, Mr. Nelson purchased the Bella Kathryn property and
16 subsequently purchased the adjoining lot on 8/11/2010. Currently, with improvements to the
17 properties factored in, a total of \$1,839,495 has been spent on the Bella Kathryn property.
18

19 THE COURT FURTHER FINDS that Mr. Nelson was living in the Harbor Hills
20 residence upon his separation from Mrs. Nelson and could have remained there indefinitely
21 pending the conclusion of these proceedings, however, he chose to purchase the Bella Kathryn
22 residence in violation of the JPI simply because he wanted a residence comparable to the
23 marital residence located on Palmyra.
24

25 ...

26 ...

27
28 ¹⁷ Defendant's Exhibit QQQQ.

1
2 THE COURT FURTHER FINDS that due to Mr. Nelson's willful and deliberate
3 violation of the JPI, the Bella Kathryn property will be valued at its "costs" in the amount of
4 \$1,839,495 and not at its appraised value of \$925,000 as a sanction for Mr. Nelson's
5 contemptuous behavior.

6
7 THE COURT FURTHER FINDS that as to Mr. Daniel Gerety, who testified as an
8 expert witness on behalf of the ELN Trust and Mr. Nelson, he based his report solely on
9 information and documentation provided to him by Mr. Nelson. It appears that Mr. Gerety
10 made no effort to engage Mrs. Nelson or her counsel in the process. In the Understanding of
11 Facts section of his report, Mr. Gerety repeatedly used the phrases "I have been told" or "I am
12 advised".¹⁸ Since Mr. Gerety considered statements from Mr. Nelson and others who were in
13 support of Mr. Nelson, an impartial protocol would dictate that he obtain statements from Mrs.
14 Nelson and her counsel in order to have a full and complete framework to fairly address the
15 issues at hand.
16

17 THE COURT FURTHER FINDS that Mr. Gerety has maintained a financially
18 beneficial relationship with Mr. Nelson dating back to 1998. This relationship, which has netted
19 Mr. Gerety many thousands of dollars in the past and is likely to continue to do so in the future,
20 calls in question his impartiality.

21 THE COURT FURTHER FINDS that while Mr. Gerety submitted documentation
22 allegedly outlining every transaction made by the ELN Trust from its inception through
23 September 2011, and "tracing" the source of funds used to establish Banone, LLC, this Court
24 found that Mr. Gerety's testimony was not reliable, and, as such, the Court found it to be of
25 little probative value.
26

27
28

¹⁸ Intervenor's Exhibit 168.

1
2 THE COURT FURTHER FINDS that as to Rochelle McGowan, she has had an
3 employment relationship with Mr. Nelson dating back to 2001, and was the person primarily
4 responsible for regularly notarizing various documents executed by Mr. and Mrs. Nelson on
5 behalf of the ELN Trust and LSN Trust, respectively.

6 THE COURT FURTHER FINDS that it was the regular practice for Mr. Nelson to
7 bring documents home for Mrs. Nelson's execution and to return the documents the following
8 day to be notarized by Ms. McGowan.

9
10 THE COURT FURTHER FINDS that the testimony of Ms. McGowan indicating that
11 she would contact Mrs. Nelson prior to the notarization of her signature is not credible as the
12 Court finds it difficult to believe that Ms. McGowan would actually contact Mrs. Nelson
13 directly every time prior to notarizing the documents.

14 *Lack of Trust Formalities*

15 THE COURT FURTHER FINDS that the formalities outlined within the ELN Trust and
16 the LSN Trust were not sufficiently and consistently followed. Article eleven, section 11.3, of
17 both trusts provides that Attorney Burr, as Trust Consultant, shall have the right to remove any
18 trustee, with the exception of Mr. Nelson and Mrs. Nelson, provided that he gives the current
19 trustee ten days written notice of their removal.
20

21 THE COURT FURTHER FINDS that Attorney Burr testified that on February 22,
22 2007, at Mr. Nelson's request, he removed Mr. Nelson's employee, Lana Martin, as
23 Distribution Trustee of both the ELN Trust and the LSN Trust and appointed Mr. Nelson's
24 sister, Nola Harber, as the new Distribution Trustee for both trusts. Attorney Burr further
25 testified that he did not provide Ms. Martin with ten days notice as specified in the trusts
26 documents. In June 2011, at Mr. Nelson's request, Attorney Burr once again replaced the
27
28

1
2 Distribution Trustee for the ELN Trust, without providing ten days notice, by replacing Nola
3 Harber with Lana Martin.

4 THE COURT FURTHER FINDS that the ELN Trust and LSN Trust documents require
5 that a meeting of the majority of the trustees be held prior to any distribution of trust income or
6 principal. During the meetings, the trustees must discuss the advisability of making
7 distributions to the ELN Trust Trustor, Mr. Nelson, and the LSN Trust Trustor, Mrs. Nelson. At
8 that time, a vote must take place and the Distribution Trustee must provide an affirmative vote.
9

10 THE COURT FURTHER FINDS that the testimony of Lana Martin and Nola Harber
11 indicate that neither one of them ever entered a negative vote in regards to distributions to Mr.
12 Nelson or Mrs. Nelson. The testimony also reflected that neither one of them ever advised Mr.
13 Nelson or Mrs. Nelson on the feasibility of making such distributions.
14

15 THE COURT FURTHER FINDS that while Ms. Martin and Ms. Harber testified that
16 they had the authority to approve or deny the distributions to Mr. Nelson under the ELN Trust
17 and to Mrs. Nelson under the LSN Trust, that despite literally hundreds of distributions
18 requests, they never denied even a single distribution request. Therefore, Ms. Martin and Ms.
19 Harber were no more than a "rubber stamp" for Mr. Nelson's directions as to distributions to
20 Mr. Nelson and Mrs. Nelson.
21

22 THE COURT FURTHER FINDS that while the ELN Trust produced multiple Minutes
23 of alleged meetings; this Court seriously questions the authenticity of the submitted
24 documentation. Specifically, several of the Minutes were unsigned, the authenticity of the
25 signatures reflected on some of the Minutes were questionable, and several of the Minutes
26 reflected that the meetings were held at the office of Attorney Burr while the testimony clearly
27 established that no such meetings ever occurred at his law office.
28

1
2 THE COURT FURTHER FINDS that Daniel Gerety testified that he had to make
3 numerous adjustments to correct bookkeeping and accounting errors regarding the two trusts by
4 utilizing the entries "Due To" and "Due From" to correctly reflect the assets in each trust.

5 THE COURT FURTHER FINDS that the numerous bookkeeping and accounting
6 errors, in conjunction with the corresponding need to correct the entries to accurately reflect the
7 assets in each trust, raises serious questions as to whether the assets of each trust were truly
8 being separately maintained and managed.
9

10 THE COURT FURTHER FINDS that the lack of formalities further emphasizes the
11 amount of control that Mr. Nelson exerted over both trusts and that he did indeed manage both
12 trust for the benefit of the community.

13 THE COURT FURTHER FINDS that while the Court could invalidate both Trusts
14 based upon the lack of Trust formalities, this Court is not inclined to do so since invalidation of
15 the Trusts could have serious implications for both parties in that it could expose the assets to
16 the claims of creditors, thereby, defeating the intent of the parties to "supercharge" the
17 protection of the assets from creditors.
18

19 *Liabilities*

20 THE COURT FURTHER FINDS that while Mr. Nelson argued that he and the ELN
21 Trust were subject to numerous liabilities, this Court did not find any documented evidence to
22 support such claims except for the encumbrance attached to the newly reacquired Wyoming
23 Downs property.
24

25 ...

26 ...

1
2 THE COURT FURTHER FINDS that Mr. Bertsch's report addresses several
3 unsupported liabilities alleged by Mr. Nelson. Specifically, Mr. Nelson reported a contingent
4 liability attached to the property located in the Mississippi Bay, however, no value was given to
5 the liability.¹⁹

6
7 THE COURT FURTHER FINDS that the Bertsch report indicated that several of the
8 liabilities were actually options held by subsidiaries that Mr. Nelson owns or options held by
9 relatives of Mr. Nelson, and, as such, were not true liabilities.²⁰

10 THE COURT FURTHER FINDS that while Mr. Nelson represented that a \$3,000,000
11 lawsuit was threatened by a third-party in regards to a transaction involving the Hideaway
12 Casino, no evidence was submitted to the Court that any such lawsuit had in fact been filed.

13 THE COURT FURTHER FINDS that the only verified liability is the loan attached to
14 Wyoming Downs. As mentioned above, Mr. Nelson, via Dynasty Development Group,
15 purchased Wyoming Downs in December 2011 for \$440,000 and subsequently obtained a loan
16 against the property.

17
18 THE COURT FURTHER FINDS that outside of the encumbrance attached to the
19 Wyoming Downs property, the liabilities alleged by Mr. Nelson have not been established as
20 true liabilities and are based on mere speculations and threats.

21 *Community Waste*

22 THE COURT FURTHER FINDS that the Nevada Supreme Court case of *Lofgren v.*
23 *Lofgren* addressed community waste and found that the husband wasted community funds by
24 making transfers/payments to family members, using the funds to improve the husband's home
25 and using the funds to furnish his new home. *Lofgren v. Lofgren*, 112 Nev. 1282, 1284 (1996).
26

27
28 ¹⁹ Defendant's Exhibit GGGGG.

²⁰ Id.

1
2 THE COURT FURTHER FINDS that evidence was adduced at trial that the transfers to
3 Mr. Nelson's family members were to compensate them for various services rendered and for
4 joint-investment purposes, and while some of the family transfers were indeed questionable,
5 Mr. Bertsch, the forensic accountant, testified that 1099s were provided to document income
6 paid and loan repayments to Mr. Nelson's family members.²¹
7

8 THE COURT FURTHER FINDS that transfers to Mr. Nelson's family members appear
9 to have been part of Mr. Nelson's regular business practices during the course of the marriage
10 and that Mrs. Nelson has always been aware of this practice and never questioned such
11 transfers prior to the initiation of these proceedings.

12 THE COURT FURTHER FINDS that Mrs. Nelson failed to establish that the transfers
13 to Mr. Nelson's family members constituted waste upon the community estate.
14

15 THE COURT FURTHER FINDS that as to Mr. Nelson's purchase, improvement and
16 furnishing of the Bella Kathryn residence via the ELN Trust, the ELN Trust and Mr. Nelson are
17 being sanctioned by this Court by valuing such property at "costs" in the amount of \$1,839,495
18 instead of at its appraised value of \$925,000, and, accordingly, it would be unjust for this Court
19 to further consider the Bella Kathryn property under a claim of community waste.

20 *Child Support*

21 THE COURT FURTHER FINDS that Mrs. Nelson is entitled to child support arrears
22 pursuant to NRS 125B.030 which provides for the physical custodian of the children to recover
23 child support from the noncustodial parent.
24
25
26
27

28 ²¹ Mr. Bertsch did not confirm whether or not the 1099s were filed with the IRS as that was not within the scope of his assigned duties.

1
2 THE COURT FURTHER FINDS that the parties separated in September of 2008 when
3 Mr. Nelson permanently left the marital residence, and, therefore, Mrs. Nelson is entitled to
4 child support payments commencing in October 2008.

5 THE COURT FURTHER FINDS that Mr. Nelson's monthly earnings throughout the
6 course of these extended proceedings exceeded the statutory presumptive maximum income
7 range of \$14,816 and places his monthly child support obligation at the presumptive maximum
8 amount which has varied from year to year.

9
10 THE COURT FURTHER FINDS that Mr. Nelson's child support obligation
11 commencing on October 1, 2008 through May 31, 2013, inclusive, is as follows:

12 October 1, 2008 - June 30, 2009 = [(2 children x \$968) x 9 months] = \$17,424
13 July 1, 2009 - June 30, 2010 = [(2 children x \$969) x 12 months] = \$23,256
14 July 1, 2010 - June 30, 2011 = [(2 children x \$995) x 12 months] = \$23,880
15 July 1, 2011 - June 30, 2012 = [(2 children x \$1010) x 12 months] = \$24,240
16 July 1, 2012 - May 31, 2013 = [(2 children x \$1040) x 11 months] = \$22,880
17 **Total = \$111,680**

18 THE COURT FURTHER FINDS that Mr. Bertsch's report indicates that Mr. Nelson
19 has spent monies totaling \$71,716 on the minor children since 2009, to wit:

20 2009: Carli = \$14,000; Garrett = \$5,270;
21 2010: Carli = \$9,850; Garrett = \$29,539;
22 2011: Carli = \$8,630; Garrett = \$4,427
23 **Total = \$71,716**

24 ...

25 ...

26
27
28
FRANK R SULLIVAN
DISTRICT JUDGE

FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

1
2 THE COURT FURTHER FINDS that NRS 125B.080(9) describes the factors that the
3 Court must consider when adjusting a child support obligation. The factors to consider are:

- 4 (a) The cost of health insurance;
5 (b) The cost of child care;
6 (c) Any special educational needs of the child;
7 (d) The age of the child;
8 (e) The legal responsibility of the parents for the support of others;
9 (f) The value of services contributed by either parent;
10 (g) Any public assistance paid to support the child;
11 (h) Any expenses reasonably related to the mother's pregnancy and confinement;
12 (i) The cost of transportation of the child to and from visitation if the custodial parent
13 moved with the child from the jurisdiction of the court which ordered the support
14 and the noncustodial parent remained;
15 (j) The amount of time the child spends with each parent;
16 (k) Any other necessary expenses for the benefit of the child; and
17 (l) The relative income of both parents.

18 THE COURT FURTHER FINDS that, while the information provided to the Court does
19 not itemize the exact nature of the expenditures by Mr. Nelson on behalf of the children, NRS
20 125B.080(9)(k) does provide for a deviation for any other necessary expenses for the benefit of
21 the child.

22 THE COURT FURTHER FINDS that considering the fact that \$71,716 is a relatively
23 large sum of money, it would appear that fairness and equity demands that Mr. Nelson be given
24 some credit for the payments he made on behalf of the children. Therefore, the Court is inclined
25 to give Mr. Nelson credit for \$23,905 (one-third of the payments made on behalf of the
26 children), resulting in child support arrears in the amount of \$87,775.

27 THE COURT FURTHER FINDS that, while Mr. Nelson did spend a rather significant
28 amount of monies on the children dating back to 2009, Mr. Nelson did not provide any monies
whatsoever to Mrs. Nelson in support of the minor children, and, as such, crediting Mr. Nelson
with only one-third of such payments on behalf of the children seems quite fair and reasonable.

1
2 THE COURT FURTHER FINDS that Mrs. Nelson is entitled to current child support in
3 the amount of \$1,040 a month per child commencing June 1, 2013 through June 30, 2013 for a
4 monthly total of \$2,080.

5 THE COURT FURTHER FINDS that subject minor, Garrett, is 18 years old and will be
6 graduating from high school in June of 2013, and, as such, Mr. Nelson's child support
7 obligation as to Garrett ends on June 30, 2013.

8
9 THE COURT FURTHER FINDS that beginning July 1, 2013, Mr. Nelson's child
10 support obligation as to Carli will be \$1,058 per month.

11 *Spousal Support*

12 THE COURT FURTHER FINDS that NRS 125.150 provides as follows:

13 1. In granting a divorce, the court:

- 14 (a) May award such alimony to the wife or to the husband, in a specified principal sum or as
15 specified periodic payments, as appears just and equitable; and
16 (b) Shall, to the extent practicable, make an equal disposition of the community property of the
17 parties, except that the court may make an unequal disposition of the community property in
18 such proportions as it deems just if the court finds a compelling reason to do so and sets forth in
19 writing the reasons for making the unequal disposition

20 THE COURT FURTHER FINDS that the Nevada Supreme Court has outlined seven
21 factors to be considered by the court when awarding alimony such as: (1) the wife's career prior
22 to marriage; (2) the length of the marriage; (3) the husband's education during the marriage; (4)
23 the wife's marketability; (5) the wife's ability to support herself; (6) whether the wife stayed
24 home with the children; and (7) the wife's award, besides child support and alimony. *Sprenger*
25 v. *Sprenger*, 110 Nev. 855, 859 (1974).

26 THE COURT FURTHER FINDS that the Nelsons have been married for nearly thirty
27 years; that their earning capacities are drastically different in that Mr. Nelson has demonstrated
28 excellent business acumen as reflected by the large sums of monies generated through his
multiple business ventures and investments; that Mrs. Nelson only completed a year and a half

1
2 of college and gave up the pursuit of a career outside of the home to become a stay at home
3 mother to the couple's five children; that Mrs. Nelson's career prior to her marriage and during
4 the first few years of her marriage consisted of working as a receptionist at a mortgage
5 company, sales clerk at a department store and a runner at a law firm, with her last job outside
6 of the home being in 1986;
7

8 THE COURT FURTHER FINDS that Mrs. Nelson's lack of work experience and
9 limited education greatly diminishes her marketability. Additionally, Mrs. Nelson solely relied
10 on Mr. Nelson, as her husband and delegated investment trustee, to acquire and manage
11 properties to support her and the children, and, as such, Mrs. Nelson's ability to support herself
12 is essentially limited to the property award that she receives via these divorce proceedings.
13

14 THE COURT FURTHER FINDS that while Mrs. Nelson will receive a substantial
15 property award via this Divorce Decree, including some income generating properties, the
16 monthly income generated and the values of the real property may fluctuate significantly
17 depending on market conditions. In addition, it could take considerable time to liquidate the
18 property, as needed, especially considering the current state of the real estate market. As such,
19 Mrs. Nelson may have significant difficulty in accessing any equity held in those properties.
20

21 THE COURT FURTHER FINDS that conversely, Mr. Nelson has become a formidable
22 and accomplished businessman and investor. Mr. Nelson's keen business acumen has allowed
23 him to amass a substantial amount of wealth over the course of the marriage.
24

25 THE COURT FURTHER FINDS that the repurchase of Wyoming Downs by Mr.
26 Nelson via Dynasty Development Group and his ability to immediately obtain a loan against
27 the property to pull out about \$300,000 in equity, clearly evidences Mr. Nelson's formidable
28 and accomplished business acumen and ability to generate substantial funds through his

1
2 investment talents. This type of transaction is not atypical for Mr. Nelson and demonstrates his
3 extraordinary ability, which was developed and honed during the couple's marriage, to evaluate
4 and maximize business opportunities and will ensure that he is always able to support himself,
5 unlike Mrs. Nelson.

6 THE COURT FURTHER FINDS that based the upon the findings addressed
7 hereinabove, Mrs. Nelson is entitled to an award of spousal support pursuant to NRS 125.150
8 and the factors enunciated in Sprenger²²
9

10 THE COURT FURTHER FINDS that during the marriage, at the direction of Mr.
11 Nelson, Mrs. Nelson initially received monthly disbursements in the amount of \$5,000, which
12 was increased to \$10,000 per month, and ultimately increased to \$20,000 per month dating
13 back to 2004. The \$20,000 per month disbursements did not include expenses which were paid
14 directly through the Trusts.

15 THE COURT FURTHER FINDS that based upon the distributions that Mrs. Nelson
16 was receiving during the marriage, \$20,000 per month is a fair and reasonable amount
17 necessary to maintain the lifestyle that Mrs. Nelson had become accustomed to during the
18 course of the marriage.
19

20 THE COURT FURTHER FINDS that based upon the property distribution that will be
21 addressed hereinafter, Mrs. Nelson will receive some income producing properties (Lindell,
22 Russell Road, some of the Banone, LLC properties).
23

24 THE COURT FURTHER FINDS that while the evidence adduced at trial reflected that
25 the Lindell property should generate a cash flow of approximately \$10,000 a month, the
26 evidence failed to clearly establish the monthly cash flow from the remaining properties.
27 However, in the interest of resolving this issue without the need for additional litigation, this
28

²² Sprenger v. Sprenger, 110 Nev. 855 (1974).

1
2 Court will assign an additional \$3,000 a month cash flow from the remaining properties
3 resulting in Mrs. Nelson receiving a total monthly income in the amount of \$13,000.

4 THE COURT FURTHER FINDS that based upon a monthly cash flow in the amount of
5 \$13,000 generated by the income producing properties, a monthly spousal support award in the
6 amount of \$7,000 is fair and just and would allow Mrs. Nelson to maintain the lifestyle that she
7 had become accustomed to throughout the course of the marriage.
8

9 THE COURT FURTHER FINDS that Mrs. Nelson is 52 years of age and that spousal
10 support payments in the amount of \$7,000 per month for 15 years, which would effectively
11 assist and support her through her retirement age, appears to be a just and equitable spousal
12 support award.

13 THE COURT FURTHER FINDS that NRS 125.150(a) provides, in pertinent part, that
14 the court may award alimony in a specified *principal sum* or as specified periodic payment
15 (emphasis added).
16

17 THE COURT FURTHER FINDS that the Nevada Supreme Court has indicated that a
18 lump sum award is the setting aside of a spouse's separate property for the support of the other
19 spouse and is appropriate under the statute. *Sargeant v. Sargeant*, 88 Nev. 223, 229 (1972). In
20 *Sargeant*, the Supreme Court affirmed the trial court's decision to award the wife lump sum
21 alimony based on the husband short life expectancy and his litigious nature. The Supreme
22 Court, citing the trial court, highlighted that "the overall attitude of this plaintiff illustrates
23 some possibility that he might attempt to liquidate, interfere, hypothecate or give away his
24 assets to avoid payment of alimony or support obligations to the defendant" *Id.* at 228.
25

26 ...
27
28

1
2 THE COURT FURTHER FINDS that Mr. Nelson's open and deliberate violation of the
3 Joint Preliminary Injunction evidences his attitude of disregard for court orders. The Court also
4 takes notice of Bankruptcy Judge Olack's finding that Mr. Nelson attempted to deplete the
5 assets of Dynasty Development Group on the eve of the bankruptcy filing, raising the concern
6 that Mr. Nelson may deplete assets of the ELN Trust precluding Mrs. Nelson from receiving a
7 periodic alimony award.
8

9 THE COURT FURTHER FINDS that Mr. Nelson has been less than forthcoming as to
10 the nature and extent of the assets of the ELN Trust which raises another possible deterrent
11 from Mrs. Nelson receiving periodic alimony payments.
12

13 THE COURT FURTHER FINDS that, as addressed hereinbefore, the ELN Trust moved
14 this Court to dissolve the injunction regarding the \$1,568,000 because it "has an opportunity to
15 purchase Wyoming Racing LLC, a horse racing track and RV park, for \$440,000.00; however,
16 the ELN will be unable to do so unless the Injunction is dissolved."

17 THE COURT FURTHER FINDS that despite the representation to the Court that the
18 injunction needed to be dissolved so that the ELN Trust would be able to purchase Wyoming
19 Downs, less than a month after the hearing, the ELN Trust, with Mr. Nelson serving as the
20 investment trustee, completed the purchase of Wyoming Downs. This leads this Court to
21 believe that Mr. Nelson was less than truthful about the extent and nature of the funds available
22 in the ELN Trust and such conduct on the part of Mr. Nelson raises serious concerns about the
23 actions that Mr. Nelson will take to preclude Mrs. Nelson from receiving periodic spousal
24 support payments.
25
26
27
28

1
2 THE COURT FURTHER FINDS that Mr. Nelson alleged numerous debts and
3 liabilities worth millions of dollars, but forensic accountant, Mr. Bertsch, found that these
4 alleged debts and liabilities were based solely on threats and speculations.

5 THE COURT FURTHER FINDS that Mr. Nelson's practice of regularly transferring
6 property and assets to family members, as highlighted in the transactions involving the High
7 Country Inn and Russell Road properties, contributes to this Court's concern that Mr. Nelson
8 may deplete the assets of the ELN Trust via such family transfers, and, thereby, effectively
9 preclude Mrs. Nelson from receiving a periodic spousal support award.
10

11 THE COURT FURTHER FINDS that Mr. Nelson's overall attitude throughout the
12 course of these proceedings illustrates the possibility that he might attempt to liquidate,
13 interfere, hypothecate or give away assets out of the ELN Trust to avoid payment of his support
14 obligations to Mrs. Nelson, thereby justifying a lump sum spousal support award to Mrs.
15 Nelson based on the factors addressed hereinabove and the rationale enunciated in *Sargeant*.
16

17 THE COURT FURTHER FINDS that calculation of a monthly spousal support
18 obligation of \$7,000 for 15 years results in a total spousal support amount of \$1,260,000 which
19 needs to be discounted based upon being paid in a lump sum. Accordingly, Mrs. Nelson is
20 entitled to a lump sum spousal support award in the amount of \$800,000.

21 THE COURT FURTHER FINDS that the ELN Trust should be required to issue a
22 distribution from the \$1,568,000 reflected in the account of Dynasty Development Group, LLC,
23 and currently held in a blocked trust account pursuant to this Court's injunction, to satisfy Mr.
24 Nelson's lump sum spousal support obligation and to satisfy his child support arrearages
25 obligation.
26
27
28

1
2 THE COURT FURTHER FINDS that Mr. Nelson argues that Dynasty Development
3 Group, LLC, is 100% held by the ELN Trust, and, therefore, he has no interest in Dynasty nor
4 the funds reflected in the Dynasty account as all legal interest rests with the ELN Trust.²³

5 THE COURT FURTHER FINDS that various statutes and other sources suggest that
6 the interest of a spendthrift trust beneficiary can be reached to satisfy support of a child or a
7 former spouse.²⁴ Specifically, South Dakota, which also recognizes self-settled spendthrift
8 trust, has addressed the issue in South Dakota Codified Law § 55-16-15 which states:
9

10 Notwithstanding the provisions of §§ 55-16-9 to 55-16-14, inclusive, this chapter does
11 not apply in any respect to any person to whom the transferor is indebted on account of
12 an agreement or *order of court* for the payment of *support* or *alimony* in favor of such
13 transferor's spouse, *former spouse*, or children, or for a *division or distribution of*
14 *property* in favor of such transferor's spouse or former spouse, to the extent of such debt
(emphasis added).

14 Wyoming, which also allows self-settled spendthrift trust, has also addressed the matter
15 through Wyoming Statutes Annotated § 4-10-503(b):

16 (b) Even if a trust contains a spendthrift provision, a person who has a judgment or
17 court order against the beneficiary for child support or maintenance may obtain from a
18 court an order attaching present or future distributions to, or for the benefit of, the
19 beneficiary.

20 THE COURT FURTHER FINDS that, while not binding on this Court, these statutes
21 clearly demonstrate that spouses entitled to alimony or maintenance are to be treated differently
22 than a creditor by providing that the interest of a spendthrift trust beneficiary can be reached to
23 satisfy support of a child or a former spouse.

24 ...

25 ...

26
27
28 ²³ NRS 166.130
²⁴ Restatement (Third) of Trust § 59 (2003).

1 THE COURT FURTHER FINDS that in *Gilbert v. Gilbert*, 447 So.2d 299, the Florida
2 Court of Appeals affirmed the district court's order that allowed the wife to garnish the
3 husband's beneficiary interest in a spendthrift trust to satisfy the divorce judgment regarding
4 alimony payments.
5

6 THE COURT FURTHER FINDS that the *Gilbert* court found that while "the cardinal
7 rule of construction in trusts is to determine the intention of the settler and give effect to his
8 wishes . . . there is a strong public policy argument which favors subjecting the interest of the
9 beneficiary of a trust to a claim for alimony."²⁵ The Court went on to state that the dependents
10 of the beneficiary should not be deemed to be creditors as such a view would "permit the
11 beneficiary to have the enjoyment of the income from the trust while he refuses to support his
12 dependents whom it is his duty to support."²⁶ The *Gilbert* court went on to state that a party's
13 responsibility to pay alimony "is a duty, not a debt."²⁷
14

15 THE COURT FURTHER FINDS that there is a strong public policy argument in favor
16 of subjecting the interest of the beneficiary of a trust to a claim for spousal support and child
17 support, and, as such, Mr. Nelson's beneficiary interest in the ELN Trust should be subjected to
18 Mrs. Nelson award of spousal support and child support.
19

20 *Attorney's Fees*

21 THE COURT FURTHER FINDS that NRS 18.010(2)(b) provides, in pertinent part, for
22 the award of attorney's fees to the prevailing party: "when the court finds that the claim,
23 counterclaim, cross-claim or third-party complaint or defense of the opposing party was
24 brought or maintained without reasonable ground or to harass the prevailing party."
25
26

27 ²⁵ Id at 301.

28 ²⁶ *Gilbert v. Gilbert*, 447 So.2d 299, 301

²⁷ Id at 301.

1
2 THE COURT FURTHER FINDS that Mr. Nelson, as the Investment Trustee for the
3 ELN Trust, was the person authorized to institute legal action on behalf of the Trust.

4 THE COURT FURTHER FINDS that Mr. Nelson did not request that the ELN Trust
5 move to be added as a necessary party to these proceedings until almost two years after
6 initiating this action and following the initial six days of trial. It is apparent to this Court that
7 Mr. Nelson was not satisfied with the tenor of the courts preliminary "findings" in that it was
8 not inclined to grant his requested relief, and, consequently, decided to pursue a "second bite at
9 the apple" by requesting that the ELN Trust pursue being added as a necessary party.

10
11 THE COURT FURTHER FINDS that adding the ELN Trust as a necessary party at this
12 rather late stage of the proceedings, resulted in extended and protracted litigation including the
13 re-opening of Discovery, the recalling of witnesses who had testified at the initial six days of
14 trial, and several additional days of trial.

15 THE COURT FURTHER FINDS that Mr. Nelson's position that he had a conflict of
16 interest which prevented him from exercising his authority to institute legal action on behalf of
17 the ELN Trust was not credible as he had appeared before this Court on numerous occasions
18 regarding community waste issues and the transfer of assets from the ELN Trust and the LSN
19 Trust and had never raised an issue as to a conflict of interest.

20
21 THE COURT FURTHER FINDS that while both parties were aware of the existence of
22 the ELN and LSN Trusts from the onset of this litigation, and, as such, Mrs. Nelson could have
23 moved to add the ELN Trust as a necessary party, Mr. Nelson had consistently maintained
24 throughout his initial testimony that the assets held in the ELN Trust and the LSN Trusts were
25 property of the community.
26
27
28

1
2 THE COURT FURTHER FINDS that, while this Court fully respects and supports a
3 party's right to fully and thoroughly litigate its position, Mr. Nelson's change in position as to
4 the character of the property of the ELN Trust and LSN Trust in an attempt to get a "second
5 bite of the apple", resulted in unreasonably and unnecessarily extending and protracting this
6 litigation and additionally burdening this Court's limited judicial resources, thereby justifying
7 an award of reasonable attorney fees and costs in this matter.

8
9 THE COURT FURTHER FINDS that in considering whether or not to award
10 reasonable fees and cost this Court must consider "(1) the qualities of the advocate: his ability,
11 his training, education, experience, professional standing and skill; (2) the character of the work
12 to be done: its difficulty, its intricacy, its importance, time and skill required, the responsibility
13 imposed and the prominence and character of the parties where they affect the importance of
14 the litigation; (3) the work actually performed by the lawyer: the skill, time and attention given
15 to the work; (4) the result: whether the attorney was successful and what benefits were
16 derived." *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349 (1969).

17
18 THE COURT FURTHER FINDS Attorney Dickerson has been Mrs. Nelson's legal
19 counsel continuously since September 2009 and is a very experienced, extremely skillful and
20 well-respected lawyer in the area of Family Law. In addition, this case involved some difficult
21 and complicated legal issues concerning Spendthrift Trusts and required an exorbitant
22 commitment of time and effort, including the very detailed and painstaking review of
23 voluminous real estate and financial records. Furthermore, Attorney Dickerson's skill, expertise
24 and efforts resulted in Mrs. Nelson's receiving a very sizeable and equitable property
25 settlement.
26
27
28

1
2 THE COURT FURTHER FINDS that upon review of attorney Dickerson's
3 Memorandum of Fees and Costs, this Court feels that an award of attorney fees in the amount
4 of \$144,967 is fair and reasonable and warranted in order to reimburse Mrs. Nelson for the
5 unreasonable and unnecessary extension and protraction of this litigation by Mr. Nelson's
6 change of position in regards to the community nature of the property and his delay in having
7 the ELN Trust added as a necessary party which added significant costs to this litigation.
8

9 THE COURT FURTHER FINDS that while the Court could invalidate the Trusts based
10 upon Mr. Nelson's testimony as to community nature of the assets held by each Trust, the
11 breach of his fiduciary duty as a spouse, the breach of his fiduciary duty as an investment
12 trustee, the lack of Trust formalities, under the principles of a constructive trust, and under the
13 doctrine of unjust enrichment, the Court feels that keeping the Trusts intact, while transferring
14 assets between the Trusts to "level off the Trusts", would effectuate the parties clear intentions
15 of "supercharging" the protection of the assets from creditors while ensuring that the respective
16 values of the Trusts remained equal.
17

18 THE COURT FURTHER FINDS that in lieu of transferring assets between the Trusts
19 to level off the Trust and to achieve an equitable allocation of the assets between the Trusts as
20 envisioned by the parties, the Court could award a sizable monetary judgment against Mr.
21 Nelson for the extensive property and monies that were transferred from the LSN Trust to the
22 ELN Trust, at his direction, and issue a corresponding charging order against any distributions
23 to Mr. Nelson until such judgment was fully satisfied.
24

25 ...

26 ...

1
2 THE COURT FURTHER FINDS that the Court has serious concerns that Mrs. Nelson
3 would have a very difficult time collecting on the judgment without the need to pursue endless
4 and costly litigation, especially considering the extensive and litigious nature of these
5 proceedings.

6
7 THE COURT FURTHER FINDS that due to Mr. Nelson's business savvy and the
8 complexity of his business transactions, the Court is concerned that he could effectively deplete
9 the assets of the ELN Trust without the need to go through distributions, thereby circumventing
10 the satisfaction of the judgment via a charging order against his future distributions.

11 THE COURT FURTHER FINDS that its concern about Mr. Nelson depleting the assets
12 of the ELN Trust seems to be well founded when considering the fact that Bankruptcy Judge
13 Olack found that Mr. Nelson depleted the assets of Dynasty on the eve of its bankruptcy filing.

14
15 THE COURT FURTHER FINDS that upon review of Mr. Bertsch's Second
16 Application of Forensic Accountants for Allowance of Fees and Reimbursement of Expenses
17 for the Period from April 1, 2012 through July 25, 2012, Mr. Bertsch is entitled to payment of
18 his outstanding fees in the amount of \$35,258.

19 THE COURT FURTHER FINDS that in preparing this Decree of Divorce, the
20 monetary values and figures reflected herein were based on values listed in Mr. Bertsch's
21 report and the testimony elicited from the July and August 2012 hearings.²⁸

22
23 THE COURT FURTHER FINDS that as to the repurchase of Wyoming Downs by the
24 ELN Trust via the Dynasty Development Group, this Court is without sufficient information
25 regarding the details of the repurchase of the property, the value of the property and the
26 encumbrances on the property to make a determination as to the disposition of the property,
27

28

²⁸ *Supra*, note 6.

1
2 and, accordingly, is not making any findings or decisions as to the disposition of the Wyoming
3 Downs property at this time.

4 ***Conclusion***

5 THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the
6 bonds of matrimony now existing between Eric and Lynita Nelson are dissolved and an
7 absolute Decree of a Divorce is granted to the parties with each party being restored to the
8 status of a single, unmarried person.
9

10 IT IS FURTHER ORDERED that the Brianhead cabin, appraised at a value of \$985,000
11 and currently held jointly by the ELN Trust and the LSN Trust, is to be divided equally
12 between the Trusts.

13 IT IS FURTHER ORDERED that both parties shall have the right of first refusal should
14 either Trust decide to sell its interest in the Brianhead cabin.
15

16 IT IS FURTHER ORDERED that the 66.67% interest in the Russell Road property
17 (\$4,333,550) and the 66.67% interest in the \$295,000 note/deed for rents and taxes (\$196,677)
18 currently held by the ELN Trust, shall be equally divided between the ELN Trust and the LSN
19 Trust.

20 IT IS FURTHER ORDERED that both parties shall have the right of first refusal should
21 either Trust decide to sell its interest in the Russell Road property.
22

23 ...

24 ...

25 ...
26
27
28

1
2 IT IS FURTHER ORDERED that the following properties shall remain in or be
3 transferred into the ELN Trust:

<u>Property Awarded</u>	<u>Value</u>
Cash	\$ 80,000
Arizona Gateway Lots	\$ 139,500
Family Gifts	\$ 35,000
Gift from Nikki C.	\$ 200,000
Bella Kathryn Property	\$1,839,495
Mississippi Property (121.23 acres)	\$ 607,775
Notes Receivable	\$ 642,761
Banone AZ Properties	\$ 913,343
Dynasty Buyout	\$1,568,000
½ of Brianhead Cabin	\$ 492,500
1/3 of Russell Road (+ note for rents)	\$2,265,113.50 (\$2,166,775 + \$98,338.50)
Total	\$8,783,487.50

13
14 IT IS FURTHER ORDERED that the following properties shall remain in or be
15 transferred into the LSN Trust:

<u>Property Awarded</u>	<u>Value</u>
Cash	\$ 200,000
Palmyra Property	\$ 750,000
Pebble Beach Property	\$ 75,000
Arizona Gateway Lots	\$ 139,500
Wyoming Property (200 acres)	\$ 405,000
Arnold Property in Miss.	\$ 40,000
Mississippi RV Park	\$ 559,042
Mississippi Property	\$ 870,193
Grotta 16.67% Interest	\$ 21,204
Emerald Bay Miss. Prop.	\$ 560,900
Lindell Property	\$1,145,000
Banone, LLC	\$1,184,236
JB Ramos Trust Note Receivable	\$ 78,000
½ of Brianhead Cabin	\$ 492,500
1/3 of Russell Road (+ note for rents)	\$2,265,113.50 (\$2,166,775 + \$98,338.50)
Total	\$8,785,988.50

27
28
FRANK R. SULLIVAN
DISTRICT JUDGE

FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

1
2 IT IS FURTHER ORDERED that due to the difference in the value between the ELN
3 Trust and the LSN Trust in the amount of \$153,499, the Trusts shall be equalized by
4 transferring the JB Ramos Trust Note from the Notes Receivable of the ELN Trust, valued at
5 \$78,000, to the LSN Trust as already reflected on the preceding page.²⁹

6 IT IS FURTHER ORDERED that the injunction regarding the \$1,568,000 reflected in
7 the account of Dynasty Development Group, LLC, ("Dynasty Buyout") and currently held in a
8 blocked trust account, is hereby dissolved.

9
10 IT IS FURTHER ORDERED that the ELN Trust shall use the distribution of the
11 \$1,568,000, herein awarded to the ELN Trust, to pay off the lump sum spousal support
12 awarded to Mrs. Nelson in the amount of \$800,000. Said payment shall be remitted within 30
13 days of the date of this Decree.

14 IT IS FURTHER ORDERED that Mrs. Nelson is awarded child support arrears in the
15 amount of \$87,775 and that the ELN Trust shall use the distribution of the \$1,568,000, herein
16 awarded to the ELN Trust, to pay off the child support arrears awarded to Mrs. Nelson via a
17 lump sum payment within 30 days of issuance of this Decree.

18
19 IT IS FURTHER ORDERED that the ELN Trust shall use the distribution of the
20 \$1,568,000, herein awarded to the ELN Trust, to pay Mr. Bertsch's outstanding fees in the
21 amount of \$35,258 within 30 days of issuance of this Decree.³⁰

22 IT IS FURTHER ORDERED that the ELN Trust shall use the distribution of the
23 \$1,568,000, herein awarded to the ELN Trust, to reimburse Mrs. Nelson for attorney's fees
24 paid to Attorney Dickerson in the amount of \$144,967 in payment of fees resulting from Mr.
25

26
27 ²⁹ Defendant's Exhibit GGGGG.

28 ³⁰ Second Application of Forensic Accountants for Allowance of Fees and Reimbursement of Expenses for the
Period from April 1, 2012 through July 25, 2012.

1
2 Nelson's unreasonable and unnecessary extension and protraction of this litigation. Said
3 payment shall be remitted to Mrs. Nelson within 30 days of the date of this Decree.

4 IT IS FURTHER ORDERED that the funds remaining, in the amount of approximately
5 \$500,000, from the distribution of the \$1,568,000, herein awarded to the ELN Trust, after the
6 payment of the spousal support, child support arrears, Mr. Bertsch's fees and reimbursement of
7 the attorney fees to Mrs. Nelson, shall be distributed to Mr. Nelson within 30 days of issuance
8 of this Decree
9

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

12 IT IS FURTHER ORDERED that Mr. Nelson shall pay Mrs. Nelson \$1,058 a month in
13 support of their child Carli, commencing on July 1, 2013 and continuing until Carli attains the
14 age of majority or completes high school, which ever occurs last.
15

16 IT IS FURTHER ORDERED that Mr. Nelson shall maintain medical insurance
17 coverage for Carli.

18 IT IS FURTHER ORDERED that any medical expenses not paid by any medical
19 insurance covering Carli shall be shared equally by the parties, with such payments being made
20 pursuant to the Court's standard "30/30" Rule.

21 IT IS FURTHER ORDERED that the parties shall equally bear the private education
22 costs, including tuition, of Carli's private school education at Faith Lutheran.
23


24 ...

25 ...

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS FURTHER ORDERED that the parties shall keep any personal property now in their possession and shall be individually responsible for any personal property, including vehicles, currently in their possession.

Dated this 3rd day of June, 2013.


Honorable Frank P. Sullivan
District Court Judge – Dept. O

FRANK R. SULLIVAN
DISTRICT JUDGE

FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

Exhibit “G”


CLERK OF THE COURT

1 NEO
2 THE DICKERSON LAW GROUP
3 ROBERT P. DICKERSON, ESQ.
4 Nevada Bar No. 000945
5 KATHERINE L. PROVOST, ESQ.
6 Nevada Bar No. 008414
7 JOSEF M. KARACSONYI, ESQ.
8 Nevada Bar No. 010634
9 1745 Village Center Circle
10 Las Vegas, Nevada 89134
11 Telephone: (702) 388-8600
12 Facsimile: (702) 388-0210
13 Email: info@dickersonlawgroup.com
14 Attorneys for LYNITA SUE NELSON

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

11 ERIC L. NELSON,
12 Plaintiff/Counterdefendant,
13 v.
14 LYNITA SUE NELSON
15 Defendant/Counterclaimant.

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

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

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

NOTICE OF ENTRY OF ORDER
FROM FEBRUARY 23, 2012
HEARING PARTIALLY
GRANTING ELN TRUST'S
MOTION TO DISMISS THIRD-
PARTY COMPLAINT WITHOUT
PREJUDICE

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

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

10 v.

11 LYNITA SUE NELSON and ERIC)
12 NELSON,)

13 Purported Cross-Defendant and)
14 Counterdefendant,)

15 LYNITA SUE NELSON,

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

18 v.

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

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

1 NOTICE OF ENTRY OF ORDER FROM FEBRUARY 23, 2012 HEARING
2 PARTIALLY GRANTING ELN TRUST'S MOTION TO DISMISS THIRD-
3 PARTY COMPLAINT WITHOUT PREJUDICE

4 TO: ERIC L. NELSON, Plaintiff; and

5 TO: RHONDA K. FORSBERG, ESQ., of FORSBERG & DOUGLAS, Attorneys for
6 Plaintiff;

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

10 PLEASE TAKE NOTICE that an ORDER FROM FEBRUARY 23, 2012
11 HEARING PARTIALLY GRANTING ELN TRUST'S MOTION TO DISMISS
12 THIRD-PARTY COMPLAINT WITHOUT PREJUDICE was entered in the above-
13 entitled matter on August 29, 2012, a copy of which is attached hereto.

14 DATED this 30 day of August, 2012.

15 THE DICKERSON LAW GROUP

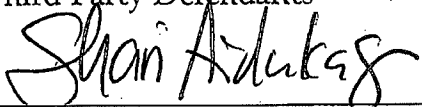
16 By Josef M. Karacsonyi
17 ROBERT R. DICKERSON, ESQ.
18 Nevada Bar No. 000945
19 KATHERINE L. PROVOST, ESQ.
20 Nevada Bar No. 008414
21 JOSEF M. KARACSONYI, ESQ.
22 Nevada Bar No. 10634
23 1745 Village Center Circle
24 Las Vegas, Nevada 89134
25 Attorneys for Defendant
26
27
28

1 CERTIFICATE OF MAILING

2 I HEREBY CERTIFY that I am this date depositing a true and correct copy of
3 the attached NOTICE OF ENTRY OF ORDER FROM FEBRUARY 23, 2012
4 HEARING PARTIALLY GRANTING ELN TRUST'S MOTION TO DISMISS
5 THIRD-PARTY COMPLAINT WITHOUT PREJUDICE, in the U.S. Mail, postage
6 prepaid to the following at their last known addresses, on the 31st day of August,
7 2012:

8
9 RHONDA K. FORSBERG, ESQ.
10 FORSBERG & DOUGLAS
11 1070 W. Horizon Ridge Pkwy., Ste. 100
Henderson, Nevada 89012
Attorneys for Plaintiff

12 MARK A. SOLOMON, ESQ.
13 SOLOMON, DWIGGINS, FREER & MORSE, LTD.
14 9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129
Attorneys for Third-Party Defendants

15 
16 An employee of The Dickerson Law Group
17
18
19
20
21
22
23
24
25
26
27
28

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

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

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

7 v.)
8)
9)

10 LYNITA SUE NELSON and ERIC)
NELSON,)

11 Purported Cross-Defendant and)
12 Counterdefendant,)

13 LYNITA SUE NELSON,)
14)

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

17 v.)
18)

19 ERIC L. NELSON, individually and as the)
20 Investment Trustee of the ERIC L. NELSON)
21 NEVADA TRUST dated May 30, 2001; the)
22 ERIC L. NELSON NEVADA TRUST dated)
23 May 30, 2001; LANA MARTIN, individually,)
24 and as the current and/or former Distribution)
25 Trustee of the ERIC L. NELSON NEVADA)
26 TRUST dated May 30, 2001, and as the)
27 former Distribution Trustee of the LSN)
28 NEVADA TRUST dated May 30, 2001);)
NOLA HARBER, individually, and as the)
current and/or former Distribution Trustee)
of the ERIC L. NELSON NEVADA TRUST)
dated May 30, 2001, and as the current)
and/or former Distribution Trustee of the)
LSN NEVADA TRUST dated May 30, 2001;)
ROCHELLE MCGOWAN, individually;)

1 JOAN B. RAMOS, individually; and DOES I)
2 through X,)
3 Counterdefendant, and/or)
4 Cross-Defendants, and/or)
5 Third Party Defendants.)
6

7 ORDER FROM FEBRUARY 23, 2012 HEARING PARTIALLY GRANTING
8 ELN TRUST'S MOTION TO DISMISS THIRD-PARTY COMPLAINT
9 WITHOUT PREJUDICE

10 This matter coming on for hearing on this 23rd day of February, 2012, before the
11 Honorable Frank P. Sullivan, for a Decision on Third-Party Defendants' Motion to
12 Dismiss, filed November 7, 2011, Plaintiff's Motion to Dismiss and Countermotion
13 for Attorneys Fees and Costs, filed November 4, 2011, Defendant's Opposition to
14 Motions to Dismiss, and Countermotion for an Award of Attorneys Fees and Costs,
15 filed December 1, 2011, and the various supplements to the aforementioned papers
16 filed by the parties; ROBERT P. DICKERSON, ESQ., KATHERINE L. PROVOST,
17 ESQ., and JOSEF M. KARACSONYI, ESQ., of THE DICKERSON LAW GROUP,
18 appearing on behalf of Defendant, LYNITA NELSON, and Defendant being present;
19 RHONDA K. FORSBERG, ESQ., of FORSBERG & DOUGLAS, appearing on behalf
20 of Plaintiff, ERIC NELSON, and Plaintiff being present; and MARK P. SOLOMON,
21 ESQ., and JEFFREY P. LUSZECK, ESQ., of SOLOMON, DWIGGINS & FREER ,
22 LTD., appearing on behalf of Third-Party Defendants. The Court having reviewed and
23 analyzed the pleadings and papers on file herein, having researched the issues presently
24 before the Court, and having heard the arguments of counsel and the parties, and good
25 cause appearing therefore,

26 THE COURT HEREBY FINDS that the Court has reviewed Part IV of the
27 Eighth Judicial District Court Rules with respect to probate, trust, administration of
28 estates, the rules that apply under Chapter 164 of Title 13 of the Nevada Revised
Statutes, and the various Nevada Supreme Court decisions cited by the parties in

1 analyzing whether this Court has jurisdiction to hear the various claims asserted by
2 Defendant in her First Amended Claims for Relief Against Eric L. Nelson, et. al, filed
3 December 20, 2011, and whether the Court would be inclined to exercise such
4 jurisdiction. EDCR 4.16(a) provides:

5 (a) The probate judge may hear whichever contested matters the judge
6 shall select, and schedule them at the convenience of the judge's calendar.
7 The judge alone may refer contested matters pertaining to the probate
8 calendar to a master appointed by the judge for hearing and report. All
9 other contested matters pertaining to the probate calendar will be
10 assigned on a random basis to a civil trial judge, other than a trial judge
serving in the family division. The judge to whom a matter is assigned
may, upon resolution of the contested matter, return the case to the
probate calendar, or continue with the case if further contested matters
are expected.

11 However, in *Landreth v. Malik*, 251 P.3d 163, 127 Nev. Adv. Op. 16 (2011), the
12 Nevada Supreme Court held that a Family Court does not lack authority to resolve
13 cases solely because such cases involve subject matter outside of those matters
14 specifically delineated in NRS 3.223 setting forth the original and exclusive jurisdiction
15 of the Family Court. *Landreth* was very clear in holding that Article 6, Section 6 of the
16 Nevada Constitution, provides the district courts with jurisdiction that cannot be
17 limited by the Nevada Legislature by legislative order or rule. *Landreth* further made
18 it clear that NRS 3.223 does not limit the Constitutional power and authority provided
19 under Article 6, Section 6(1) of the Nevada Constitution, to a district court judge
20 sitting in the family division. The Court further notes that EDCR 4.16(a), and its
21 language providing for contested probate matters to be assigned to a "civil trial judge,
22 other than a trial judge serving in the family division," was enacted in May, 2004, and
23 *Landreth* was decided seven (7) years later. Accordingly, this Court finds that it has
24 jurisdiction to entertain actions concerning trusts and administration of estates if it so
25 chooses, or where it would be appropriate. NRS 3.223, and the EDCRs, cannot limit
26 this Court's powers under the Nevada Constitution.

27 THE COURT FURTHER FINDS that NRS 164.015(1) provides, in pertinent
28 part: "The court has exclusive jurisdiction of proceedings initiated by the petition of

1 an interested person concerning the internal affairs of a nontestamentary trust . . . ”
2 Under NRS 132.116, “‘District court’ or ‘court’ means a district court of this State
3 sitting in probate or otherwise adjudicating matters pursuant to this title.”
4 Accordingly, the reference to a court in NRS 164.015(1) is not limited to district
5 courts sitting in probate only.

6 THE COURT FURTHER FINDS that in *Barelli v Barelli*, 11 Nev. 873, 944 P.2d
7 246 (1997), the Nevada Supreme Court held that a family court has jurisdiction to
8 resolve issues falling outside of its original and exclusive jurisdiction that are necessary
9 to the resolution of claims within its original and exclusive jurisdiction. This Court is
10 only inclined to hear such claims concerning the parties’ trusts as it believes necessary
11 to resolve the property issues surrounding the parties’ divorce, and to distribute
12 property between the parties as the Court deems appropriate.

13 THE COURT FURTHER FINDS that it has examined the causes of action
14 asserted by Defendant in her First Amended Claims for Relief Against Eric L. Nelson,
15 et. al, filed December 20, 2011. The Court finds that Defendant has stated a cause of
16 action for alter ego under the First (Veil-Piercing), and Second (Reverse Veil-Piercing)
17 claims for relief, and has further stated a cause of action under the Fourteenth
18 (Constructive Trust), and Fifteenth (Injunctive Relief) claims for relief, which the
19 Court is inclined and believes it needs to hear and resolve. Although the Court has
20 jurisdiction over Defendant’s other claims in the First Amended Claims for Relief
21 Against Eric L. Nelson, et. al, filed December 20, 2011, the Court declines to hear such
22 other claims (which are tort claims), without ruling on the merits of whether such
23 causes of action state a claim for relief (which the Court has not analyzed).
24 Consequently, claims against Joan Ramos, Lana Martin, individually and as former
25 distribution trustee of the ELN Trust and LSN Trust (but not as current distribution
26 trustee of the ELN Trust), Nola Harber, individually, and as former distribution trustee
27 of the ELN Trust and LSN Trust, and Rochelle McGowan, should be dismissed,
28 without prejudice.

1 NOW, THEREFORE,

2 IT IS HEREBY ORDERED the ELN Trust's Motion to Dismiss Third-Party
3 Complaint is GRANTED IN PART WITHOUT PREJUDICE..

4 IT IS FURTHER ORDERED that the requests to dismiss the First, Second,
5 Fourteenth, and Fifteenth claims for relief in Defendant's First Amended Claims for
6 Relief Against Eric L. Nelson, et. al, filed December 20, 2011, are DENIED. Such
7 claims shall remain as to the ELN Trust, Eric Nelson, individually and as investment
8 trustee of the ELN Trust, and Lana Martin, as current distribution trustee of the ELN
9 Trust.

10 IT IS FURTHER ORDERED that the provisions contained in NRS 78 are not
11 the appropriate standards to be applied to Lynita Nelson's veil-piercing claims against
12 the ELN Trust.

13 IT IS FURTHER ORDERED that the Court DECLINES to exercise its
14 jurisdiction over the Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth,
15 Eleventh, Twelfth, and Thirteenth claims for relief in Defendant's First Amended
16 Claims for Relief Against Eric L. Nelson, et. al, filed December 20, 2011, without
17 making any specific findings or orders regarding the merits of such claims, and whether
18 such claims state a cause of action, which issues the Court has not analyzed or
19 addressed, and as such, said claims are hereby DISMISSED WITHOUT PREJUDICE
20 so that same can be brought in another tribunal.

21 IT IS FURTHER ORDERED that Joan Ramos, Lana Martin, individually and
22 as former distribution trustee of the ELN Trust and LSN Trust, Nola Harber,
23 individually and as former distribution trustee of the ELN Trust and LSN Trust, and
24 Rochelle McGowan are hereby DISMISSED WITHOUT PREJUDICE from this
25 action.

26 IT IS FURTHER ORDERED that the previously set trial dates in May, 2012,
27 are hereby VACATED, and the trial in this matter shall continue on July 16, 17, 18,
28 19, 23, and 24, 2012, at 9:00 a.m. each day.

1 IT IS FURTHER ORDERED that the parties' attorneys shall confer and attempt
2 to reach an agreement regarding discovery deadlines.

3 IT IS SO ORDERED.

4 DATED this 28 day of August, 2012.

5
6 Jack B. Amma
DISTRICT COURT JUDGE JA

7
8 Submitted by:

9 THE DICKERSON LAW GROUP

10
11 By Joe Karacsonyi

12 ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
13 JOSEF M. KARACSONYI, ESQ.
Nevada Bar No. 010634
14 1745 Village Center Circle
Las Vegas, Nevada 89134
15 Attorneys for Defendant

Approved as to Form and Content:

IVEY, FORSBERG & DOUGLAS

16
17 By Rhonda K. Forsberg

18 RHONDA K. FORSBERG, ESQ.
Nevada Bar No. 009557
1020 W Horizon Ridge Pkwy #100
Henderson, Nevada 89012
Attorneys for Plaintiff

16 Approved as to Form and Content:

17 SOLOMON, DWIGGINS & FREER, LTD

18
19 By Mark A. Solomon

20 MARK A. SOLOMON, ESQ.
Nevada Bar No. 000418
21 JEFFREY P. LUSZECK, ESQ.
Nevada Bar No. 009619
22 9060 W. Cheyenne Avenue
23 Las Vegas, Nevada 89129
24 Attorneys for Third-Party Defendants

Exhibit “F”

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FILED

JUL 11 2 04 PM '12

**DISTRICT COURT
CLARK COUNTY, NEVADA**

John L. Sullivan
CLERK OF THE COURT

ERIC L. NELSON,)

Plaintiff/Counterdefendant,)

vs.)

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

Defendant/Counterclaimants.)

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

Crossclaimant,)

vs.)

LYNITA SUE NELSON,)

Crossdefendant.)

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

NOTICE OF ENTRY OF ORDER

FRANK R. SULLIVAN
DISTRICT JUDGE

FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TO:

Rhonda Forsberg, Esq.
Robert Dickerson, Esq.
Mark Solomon, Esq.
Jeffrey Luszeck, Esq.
Larry Bertsch

PLEASE TAKE NOTICE that FINDINGS OF FACT AND ORDER was duly entered
in the above-referenced case on the 11th day of July, 2012.

DATED this 11 day of July, 2012.



Lori Parr
Judicial Executive Assistant
Dept. O

FRANK R. SULLIVAN
DISTRICT JUDGE

FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

1
2 ORDR
3

4 DISTRICT COURT
5 CLARK COUNTY, NEVADA
6

FILED

JUL 11 2 04 PM '12

Ann L. Quinn
CLERK OF THE COURT

7 ERIC L. NELSON,
8)

9 Plaintiff/Counterdefendant,
10)

11 vs.
12)

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

17 Defendant/Counterclaimants.
18)

19 LANA MARTIN, Distribution Trustee of the
20 ERIC L. NELSON NEVADA TRUST dated
21 May 30, 2001,
22)

23 Crossclaimant,
24)

25 vs.
26)

27 LYNITA SUE NELSON,
28)

Crossdefendant.
29)

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

30 FINDINGS OF FACT AND ORDER

31 This Matter having come before this Honorable Court on Lana Martin, Distribution
32 Trustee of the Eric L. Nelson Nevada Trust and Lynita Nelson's Requests for the Court to
33 consider drafts of two proposed Orders from the hearings this Court held on February 23, 2012
34

ANK R. SULLIVAN
DISTRICT JUDGE

CLERK OF THE COURT
CLARK COUNTY, NEVADA
LAS VEGAS NV 89101

1
2 and April 10, 2012 respectively, with the Court having reviewed the language of the proposed
3 Orders and being duly advised in the premises, good cause being shown:

4 THE COURT HEREBY FINDS that with respect to the February 23, 2012 Order, the
5 impasse between the Eric L. Nelson Nevada Trust (hereinafter, "ELN Trust") and Lynita
6 Nelson concerns whether the Order from this hearing should contain language foreclosing this
7 Court from considering NRS Chapter 78 in its analysis of Lynita Nelson's first and second
8 claims for relief for veil-piercing and reverse veil-piercing respectively, contained in their First
9 Amended Claims for Relief against Eric Nelson and the ELN Trust.
10

11 THE COURT FURTHER FINDS that at the hearing on February 23, 2012, this Court
12 essentially stated that one does not analyze alter ego or piercing the veil claims of a Spendthrift
13 Trust under the same criteria as a Corporation since they are created for entirely different
14 purposes and are governed by different statutory schemes (NRS 166 for Spendthrift Trusts and
15 NRS 78 for Corporations).
16

17 THE COURT FURTHER FINDS that NRS 78.015 provides that the provisions
18 contained in Chapter 78 expressly apply to Corporations and NRS 78.747 describes when a
19 shareholder, director or officer acts as the "alter-ego" of the Corporation.

20 THE COURT FURTHER FINDS that NRS Chapter 163 contains provisions that apply
21 to "Trusts" generally, including a statute entitled, "Clear and convincing evidence required to
22 find settlor to be alter ego of trustee of irrevocable trust; certain factors insufficient for finding
23 that settlor controls or is alter ego of trustee of irrevocable trust." NRS 163.418.
24

25 THE COURT FURTHER FINDS that even though the Trust at issue in this case is a
26 Spendthrift Trust governed by Chapter 166 of the Nevada Revised Statutes, it is a "type" of
27
28

1
2 trust nonetheless, and, as such, NRS 78.747 is not the applicable provision for Ms. Nelson's
3 veil-piercing and reverse veil-piercing claims.

4 THE COURT FURTHER FINDS that excluding NRS 78.747 as the applicable alter-ego
5 provision and applying NRS 163.418 comports with the Legislature's intent evidenced by the
6 fact that it drafted a specific "alter-ego" statute applicable to "Trusts" generally under NRS 163
7 and did not place a provision in Chapter 166 stating that the statutory provisions of NRS 163
8 are excluded from being applied to Spendthrift Trusts.
9

10 THE COURT FURTHER FINDS that as to the April 10, 2012 Order, the ELN Trust
11 and Lynita Nelson cannot agree on the proposed language in the Order with respect to the
12 following issues: (1) whether the Order should contain language that the ELN Trust's request
13 for attorneys' fees and costs were granted; and (2) the scope of the Court's injunction issued on
14 April 10, 2012.
15

16 THE COURT FURTHER FINDS that while the ELN Trust wants to place language in
17 the April 10, 2012 Order that the Court found that its requested amount of attorneys' fees and
18 costs are reasonable and shall be paid, there is no need for this language as it has been rendered
19 moot by the Court's Order issued on June 5, 2012, which addressed the reasonableness and
20 payment of the requested attorney fees.

21 THE COURT FURTHER FINDS that as to the ELN Trust's request to provide
22 language in the Order stating that the Court granted, in part, its Motion for attorneys' fees and
23 costs, this language does not need to be included and has been rendered moot by the Court's
24 subsequent Order issued on June 5, 2012, which directed that the ELN Trust could not utilize
25 the enjoined funds to pay its attorneys' fees and costs and experts' fees and costs, thereby,
26 effectively denying the ELN Trust's Motion.
27
28

1
2 THE COURT FURTHER FINDS that as to the scope of the Court's injunction issued
3 on April 10, 2012, the proposed language presented by Lynita Nelson exceeds the scope of the
4 Court's injunction because Ms. Nelson's proposed injunction states that the ELN Trust "shall
5 not incur additional liabilities," which is not consistent with the Court's ruling that as of 3:00
6 p.m. on April 10, 2012, the ELN Trust is enjoined from acquiring any new assets, and selling or
7 encumbering any existing assets, thereby maintaining the status quo of the ELN Trust, pending
8 the conclusion of the divorce trial.
9

10 THEREFORE, IT IS HEREBY ORDERED that this Court directs that the following
11 language be contained in the Order as to Ms. Nelson's veil-piercing and reverse veil-piercing
12 claims from the February 23, 2012 hearing:

13 "IT IS HEREBY ORDERED that the provisions contained in NRS 78 are not the
14 appropriate standards to be applied to Lynita Nelson's veil-piercing and reverse
15 veil-piercing claims against the ELN Trust."

16 IT IS FURTHER ORDERED that this Court shall adopt the language contained in
17 Lynita Nelson's proposed April 10, 2012 Order stating the following:

18 "IT IS HEREBY ORDERED that the ELN Trust's Motion for Payment of Attorneys
19 Fees and Costs is taken under advisement with the Court to issue a separate Findings of
20 Fact and written Order on this request."

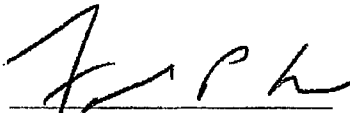
21 IT IS FURTHER ORDERED that this Court shall adopt the language contained in the
22 ELN Trust's proposed April 10, 2012 Order stating the following:

23 "IT IS FURTHER ORDERED that Defendant's request for additional injunctive relief
24 is GRANTED, and to preserve the status quo of the ELN Trust as of 3:00 p.m. on April
25 10, 2012, the ELN Trust is enjoined from, and shall not acquire any new or additional
26 assets, encumber existing assets, or sell existing assets without specific Order of the
27 Court.
28

1
2 IT IS FURTHER ORDERED that counsel for the ELN Trust shall prepare the Order
3 from the February 23, 2012 hearing consistent with these Findings and Order, and is directed to
4 provide a copy to opposing counsel for review prior to submittal to this Court for signature.

5 IT IS FURTHER ORDERED that counsel for Lynita Nelson shall prepare the Order
6 from the April 10, 2012 hearing consistent with these Findings and Order, and is directed to
7 provide a copy to opposing counsel for review prior to submittal to this Court for signature.
8

9 Dated this 6th day of July, 2012.

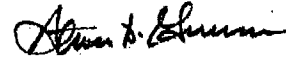
10 
11 Honorable Frank P. Sullivan
12 District Court Judge - Dept. O
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FRANK P. SULLIVAN
DISTRICT JUDGE

CLERK OF DISTRICT COURT
3 VEGAS NV 89101

Exhibit “E”

Electronically Filed
07/10/2012 06:17:22 PM



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@jilllaw.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,

17 vs.

18 LYNITA SUE NELSON,

19 Defendant/Counterclaimant.

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

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

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

FAMILY DIVISION

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

3
4 Necessary Parties (joined in this action
5 Pursuant to Stipulation and Order
entered August 9, 2011)/Purported
6 Counterclaimant and Crossclaimant,

7 vs.

8 LYNITA SUE NELSON and ERIC NELSON,

9 Purported Cross-Defendant and
10 Counterdefendant.

11 LYNITA SUE NELSON,

12 Counterclaimant, Cross-Claimant,

13 vs.

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

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

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

4 Eric L. Nelson individually by and through his Counsel of Record, RHONDA K. FORSBERG,
5 ESQ., hereby files his Answer to Lynita Sue Nelson's ("Lynita") First Amended Claims for Relief as
6 follows:
7

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

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

11 2. In Paragraph 2, Eric admits that Lana Martin filed a document in the
12 aforementioned action entitled "Answer to Complaint for Divorce and Counterclaim and Cross-Claim"
13 on or around August 19, 2011. Eric denies the remaining allegations contained therein.
14

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

16 4. In Paragraphs No.'s 3(A) – (G), 4, 7, Eric is without sufficient knowledge or
17 information to form a belief as to the truth of the allegation contained in said Paragraphs, and on that
18 basis denies each and every allegation contained therein.
19

20 5. In Paragraph 5, Eric admits that the Distribution Trustee filed the "Answer to
21 Complaint for Divorce and Counterclaim and Cross-Claim" approximately 27 months after the
22 Complaint for Divorce was filed. Eric denies the remaining allegations contained therein.
23

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

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

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

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

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

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

26 PARTIES

27 14. Eric L. Nelson individually admits the allegations set forth in paragraphs 18.
28

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

5 16. In Paragraph 20, Eric admits that Nola Harber 1) was serving a voluntary mission
6 for The Church of Jesus Christ of Latter Day Saints in Hawaii; 2) is the sister of Eric L. Nelson; 3) is a
7 former Distribution Trustee of the ELN Trust; and 4) a former Distribution Trustee of the LSN Trust.
8 Eric denies the remaining allegations contained therein.
9

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

13 18. In Paragraph 22, Eric admits that Joan B. Ramos is a resident of Clark County,
14 Nevada and an employee of the ELN Trust or an entity owned by the ELN Trust. Eric denies the
15 remaining allegations contained therein.
16

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

25 ...

26 ...

27 ...

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.

1 29. Eric L. Nelson denies the allegations set forth in paragraphs 45, 46, 48, 49, 50, 53,
2 54, 55, 56, 61, 63, 64, 65, 66, 67, 68, 69 70, 72, 73, 74, 75, 76, and 77 of the Cross Claim.

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

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

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

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

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

17
18
19
20 **FIRST CLAIM FOR RELIEF (VEIL-PIERCING AGAINST THE ELN TRUST)**¹

21 35. The allegations contained within Paragraph No. 78 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
28 ¹ 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 82², 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 88³, 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 ² 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.

³ 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.

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

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

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

9
10 44. Eric L. Nelson denies the allegations set forth in paragraphs 169, 170 and 171 of
11 the Cross-Claim.

12 **AFFIRMATIVE DEFENSES**

13
14 In addition to the defenses set forth above, Eric interposes the following affirmative defenses:

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

19
20 46. Lynita S. Nelson's claims are barred due to her failure to comply with NRS
21 164.015.

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

25
26 48. Lynita S. Nelson failed to comply with NRS 30.060, which mandates that "[a]ny
27 action for declaratory relief under this section may only be made in a proceeding commenced pursuant
28 to the provisions of title 12 or 13 of NRS, as appropriate."

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

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

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

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

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

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

16
17
18
19 COUNTERCLAIM

20 1. On or about August 9, 2011, the Court in this action, Case No. D-09-411537-D,
21 entitled "ERIC L. NELSON, Plaintiff/Counterdefendant v. LYNITA SUE NELSON,
22 Defendant/Counterclaimant" (the "Instant Divorce Action"), entered an Order joining the ERIC L.
23 NELSON NEVADA TRUST Dated May 30, 2001 ("ELN Trust"), and the LYNITA SUE NELSON
24 Nevada Trust dated May 30, 2001 ("LSN Trust"), as necessary parties to this action.
25
26
27
28

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

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

11 Dated this 10th day of July, 2012.

12 RHONDA K. FORSBERG, CHARTERED

13 
14 RHONDA K. FORSBERG, ESQ.

15 Nevada Bar No. 009557

16 1070 W. Horizon Ridge Pkwy. #100

17 Henderson, Nevada 89012

18 *Attorneys for Counterdefendants/
19 Crossdefendants/Third-Party Defendants,
Eric Nelson, Individually*

20 . . .

21 . . .
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 18th 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 Dwiggin Freer & Morse, LTD
Cheyenne West Professional Centre
9060 W. Cheyenne Avenue
Facsimile: (702) 853-5485
Las Vegas, Nevada 89129

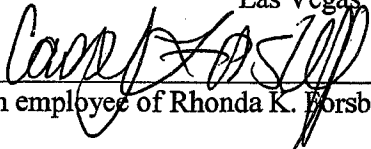

An employee of Rhonda K. Forsberg, Chartered

Exhibit “D”


CLERK OF THE COURT

AANS
THE DICKERSON LAW GROUP
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
JOSEF M. KARACSONYI, ESQ.
Nevada Bar No. 010634
1745 Village Center Circle
Las Vegas, Nevada 89134
Telephone: (702) 388-8600
Facsimile: (702) 388-0210
Email: info@dickersonlawgroup.com
Attorneys for LYNITA SUE NELSON

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)

LYNITA SUE NELSON'S:
(1) FIRST AMENDED ANSWER
TO CLAIMS OF THE ERIC L.
NELSON NEVADA TRUST; AND

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

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

6 v.

7 LYNITA SUE NELSON and ERIC
8 NELSON,

9 Purported Cross-Defendant and
Counterdefendant,

10
11 LYNITA SUE NELSON,

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

13 v.

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

25 Counterdefendants, and/or
26 Cross-Defendants, and/or
Third Party Defendants.

(2) FIRST AMENDED CLAIMS
FOR RELIEF AGAINST ERIC L.
NELSON, ERIC L. NELSON
NEVADA TRUST dated May 30,
2001, LANA MARTIN, NOLA
HARBER, ROCHELLE McGOWAN,
JOAN B. RAMOS, and DOES I
through X (WHETHER
DESIGNATED AS A
COUNTERCLAIM, CROSS-CLAIM,
AND/OR THIRD PARTY
COMPLAINT)

1 LYNITA SUE NELSON'S FIRST AMENDED ANSWER
2 TO CLAIMS OF THE ERIC L. NELSON NEVADA TRUST

3 COMES NOW LYNITA SUE NELSON ("LYNITA"), by and through her
4 attorneys, ROBERT P. DICKERSON, ESQ., KATHERINE L. PROVOST, ESQ., and
5 JOSEF M. KARACSONYI, ESQ., of THE DICKERSON LAW GROUP, and as and for
6 her First Amended Answer to the Claims for Relief filed against her by LANA
7 MARTIN, as the purported Distribution Trustee of the ERIC L. NELSON NEVADA
8 TRUST dated May 30, 2011 ("ERIC NELSON'S ALTER EGO TRUST"), by way of
9 the pleading filed in this action by ERIC NELSON'S ALTER EGO TRUST on or about
10 August 19, 2011, entitled "Answer to Complaint for Divorce and Counterclaim and
11 Cross-Claim" ("the Fugitive Pleading filed by ERIC NELSON'S ALTER EGO
12 TRUST"), admits, denies, alleges, and states as follows:

13 1. LYNITA admits the allegations of paragraphs 1 and 2 of the Fugitive
14 Pleading filed by ERIC NELSON'S ALTER EGO TRUST. In this regard, LYNITA
15 specifically admits that both she and her husband, Eric L. Nelson, are residents of
16 Clark County, Nevada.

17 2. Answering paragraphs 3, 4, and 5 of the Fugitive Pleading filed by ERIC
18 NELSON'S ALTER EGO TRUST, LYNITA is without sufficient knowledge or
19 information to form a belief as to the truth of the allegations contained in said
20 paragraphs, and on that basis generally and specifically denies each and every allegation
21 contained therein.

22 3. LYNITA generally and specifically denies the allegations of paragraph 6
23 of the Fugitive Pleading filed by ERIC NELSON'S ALTER EGO TRUST.

24 4. Answering paragraph 7 of the Fugitive Pleading filed by ERIC NELSON'S
25 ALTER EGO TRUST, LYNITA repeats her above answers to paragraphs 1 through 6
26 of the Fugitive Pleading filed by ERIC NELSON'S ALTER EGO TRUST to the same
27 extent as if the same were set forth herein in full.

28 ...

1 5. Answering paragraph 8 of the Fugitive Pleading filed by ERIC NELSON'S
2 ALTER EGO TRUST, LYNITA admits that all of the assets owned by ERIC
3 NELSON'S ALTER EGO TRUST are community property and as such, are subject to
4 division by the Court in the instant divorce action, Case No. D-09-411537-D, entitled
5 "ERIC L. NELSON, Plaintiff/Counterdefendant v. LYNITA SUE NELSON, Defendant/
6 Counterclaimant" (the "Instant Divorce Action"). LYNITA further admits that
7 throughout the pretrial and trial proceedings in the Instant Divorce Action, Eric L.
8 Nelson has admitted and acknowledged that all of the assets owned by ERIC
9 NELSON'S ALTER EGO TRUST are his and LYNITA's community property, and that
10 the same are subject to division by the Court in the Instant Divorce Action. In this
11 regard, Eric L. Nelson has admitted and acknowledged, both tacitly, actively, and
12 otherwise, that he has treated ERIC NELSON'S ALTER EGO TRUST as his alter ego,
13 and that his and LYNITA's intent throughout their marriage has always been that all
14 of the assets owned by ERIC NELSON'S ALTER EGO TRUST are their community
15 property.

16 6. LYNITA generally and specifically denies the allegations of paragraphs 9,
17 10, 11, and 12 of the Fugitive Pleading filed by ERIC NELSON'S ALTER EGO
18 TRUST.

19 In addition to the above answers, based upon information and belief and
20 pending further investigation and discovery, LYNITA alleges the affirmative defenses
21 set forth below in this FIRST AMENDED ANSWER TO CLAIMS OF THE ERIC L.
22 NELSON NEVADA TRUST. LYNITA reserves the right to further amend this FIRST
23 AMENDED ANSWER TO CLAIMS OF THE ERIC L. NELSON NEVADA TRUST
24 to identify any and all statutory and/or decisional authorities supporting some or all of

25 ...

26 ...

27 ...

28 ...

1 the Affirmative Defenses referenced below. LYNITA does not otherwise waive and
2 specifically reserves the right to assert additional Affirmative Defenses based on
3 statutory and decisional authorities, and equitable doctrines, and further reserves the
4 right to amend, correct, or add to these Affirmative Defenses based upon subsequent
5 investigation and discovery.

6
7 **FIRST AFFIRMATIVE DEFENSE**
(Failure to State a Cause of Action)

8 The Fugitive Pleading filed by ERIC NELSON'S ALTER EGO TRUST fails to
9 state facts sufficient to constitute a cause of action against LYNITA.

10
11 **SECOND AFFIRMATIVE DEFENSE**
(Wrongful Acts of ERIC NELSON'S ALTER EGO TRUST)

12 To the extent that any or all occurrences, happenings, injuries, and/or damages
13 alleged in the Fugitive Pleading filed by ERIC NELSON'S ALTER EGO TRUST were
14 proximately caused and/or contributed to by the wrongful acts and/or omissions of
15 ERIC NELSON'S ALTER EGO TRUST, ERIC NELSON'S ALTER EGO TRUST is
16 precluded from obtaining judgment against LYNITA.

17
18 **THIRD AFFIRMATIVE DEFENSE**
(Authority)

19 Based upon information and belief, and subject to discovery in this action,
20 LYNITA alleges that ERIC NELSON'S ALTER EGO TRUST is barred from any
21 recovery based upon the lack of authority for LANA MARTIN to assert any claims on
22 behalf of ERIC NELSON'S ALTER EGO TRUST.

23 ...

24 ...

25 ...

26 ...

27 ...

28 ...

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

3
4
5
6
7

8
9

10
11
12
13

14

15

16

17

18

19

20

21

44

25

27

2-

20

12

22

1 LYNITA SUE NELSON'S FIRST AMENDED CLAIMS FOR RELIEF AGAINST
2 ERIC L. NELSON, ERIC L. NELSON NEVADA TRUST dated May 30, 2001,
3 LANA MARTIN, NOLA HARBER,
4 ROCHELLE McGOWAN, JOAN B. RAMOS,
5 and DOES I through X
6 (WHETHER DESIGNATED AS A COUNTERCLAIM, CROSS-CLAIM, AND/OR
7 THIRD PARTY COMPLAINT)

8 COMES NOW LYNITA SUE NELSON ("LYNITA"), by and through her
9 attorneys, ROBERT P. DICKERSON, ESQ., KATHERINE L. PROVOST, ESQ., and
10 JOSEF M. KARACSONYI, ESQ., of THE DICKERSON LAW GROUP, and as and for
11 her claims for relief against ERIC L. NELSON, ERIC L. NELSON NEVADA TRUST
12 dated May 30, 2001, LANA MARTIN, NOLA HARBER, ROCHELLE McGOWAN,
13 JOAN B. RAMOS, and DOES I through X, and whether designated as a Counterclaim,
14 Cross-claim, and/or Third Party Complaint, respectfully alleges and states as follows:

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

17 1. On or about August 9, 2011, the Court in this action, Case No. D-09-
18 411537-D, entitled "ERIC L. NELSON, Plaintiff/Counterdefendant v. LYNITA SUE
19 NELSON, Defendant/Counterclaimant" (the "Instant Divorce Action"), entered an
20 Order pursuant to the Stipulation of ERIC L. NELSON and LYNITA SUE NELSON,
21 joining the ERIC L. NELSON NEVADA TRUST dated May 30, 2001 ("ERIC
22 NELSON'S ALTER EGO TRUST"), and the LSN NEVADA TRUST dated May 30,
23 2001 (the "LSN TRUST"), as necessary parties to this action.

24 2. On or about August 19, 2011, a fugitive pleading entitled "Answer to
25 Complaint for Divorce and Counterclaim and Cross-Claim" was filed in this Instant
26 Divorce Action by LANA MARTIN, purporting to be the Distribution Trustee of ERIC
27 NELSON'S ALTER EGO TRUST ("the Fugitive Pleading filed by ERIC NELSON'S
28 ALTER EGO TRUST").

3. This Pleading is being filed by LYNITA SUE NELSON pursuant to NRCP
13 and/or NRCP 14. The claims for relief alleged in this Pleading being filed by
LYNITA SUE NELSON are being filed, and have become necessary, because of the

1 filing of the Fugitive Pleading filed by ERIC NELSON'S ALTER EGO TRUST.

2 Regardless of whether it is considered and/or designated as a Counterclaim, Cross-
3 Claim, and/or Third Party Complaint, this Pleading is intended to allege claims for
4 relief against the following individuals and trusts:

5 A. ERIC L. NELSON, individually, and as the Investment Trustee of
6 ERIC NELSON'S ALTER EGO TRUST ("ERIC");

7 B. ERIC NELSON'S ALTER EGO TRUST;

8 C. LANA MARTIN, individually, and as the current and/or former
9 Distribution Trustee of ERIC NELSON'S ALTER EGO TRUST,
10 and as the former Distribution Trustee of the LSN TRUST
11 ("LANA");

12 D. NOLA HARBER, individually, and as the current and/or former
13 Distribution Trustee of ERIC NELSON'S ALTER EGO TRUST,
14 and as the current and/or former Distribution Trustee of the LSN
15 TRUST ("NOLA");

16 E. ROCHELLE McGOWAN, individually ("ROCHELLE");

17 F. JOAN B. RAMOS, individually ("JOAN"); and

18 G. DOES I through X.

19 4. As a result of the filing of the Fugitive Pleading filed by ERIC NELSON'S
20 ALTER EGO TRUST in this Instant Divorce Action, a ripe case in controversy exists
21 between LYNITA and ERIC regarding their community property, and between
22 LYNITA and ERIC NELSON'S ALTER EGO TRUST regarding LYNITA's and ERIC's
23 community property being held in ERIC NELSON'S ALTER EGO TRUST. Further,
24 LYNITA has now had to assert claims against ERIC L. NELSON, individually, and as
25 the Investment Trustee of ERIC NELSON'S ALTER EGO TRUST; ERIC NELSON'S
26 ALTER EGO TRUST; LANA MARTIN, individually, and as the current and/or former
27 Distribution Trustee of ERIC NELSON'S ALTER EGO TRUST, and as the former
28 Distribution Trustee of the LSN TRUST; NOLA HARBER, individually, and as the

1 current and/or former Distribution Trustee of ERIC NELSON'S ALTER EGO TRUST,
2 and as the current and/or former Distribution Trustee of the LSN TRUST;
3 ROCHELLE McGOWAN, individually; JOAN B. RAMOS, individually; and DOES
4 I through X, to ensure all claims and controversies are resolved in one action.

5 5. Approximately twenty-seven (27) months after ERIC filed his Complaint
6 for Divorce in the Instant Divorce Action, ERIC has caused ERIC NELSON'S ALTER
7 EGO TRUST to file the Fugitive Pleading filed by ERIC NELSON'S ALTER EGO
8 TRUST in this action denying the existence of ERIC's and LYNITA's community
9 property interest in all the assets held in ERIC NELSON'S ALTER EGO TRUST.

10 6. ERIC has asserted his management and control over ERIC NELSON'S
11 ALTER EGO TRUST, and the LSN TRUST in his sworn testimony before this Court
12 on multiple occasions. ERIC has confirmed the existence of ERIC's and LYNITA's
13 community property and/or separate property interest in both trusts through his sworn
14 testimony before this Court. From May 30, 2001 until at least early 2011, ERIC has
15 influenced, directed, and controlled all aspects of both ERIC NELSON'S ALTER EGO
16 TRUST, and the LSN TRUST.

17 7. LYNITA respectfully files this Pleading and asserts the claims for relief in
18 this Pleading to hold ERIC, and those parties aiding and abetting, conspiring with,
19 and/or acting in concert with ERIC accountable for their abusive conduct designed to
20 deprive LYNITA of her rightful access to community assets. ERIC's newly devised
21 effort to attempt to shield community assets from distribution by this Court in the
22 Instant Divorce Action, by now claiming that all such community assets are held in,
23 and belong to, his illusory, sham ERIC NELSON'S ALTER EGO TRUST that he has
24 dominated and controlled at all times, should be recognized for its true nature and
25 wholly disregarded by this Court.

26 8. LYNITA asserts the claims for relief in this Pleading to establish that both
27 ERIC NELSON'S ALTER EGO TRUST, and the LSN TRUST, are ERIC's alter egos

28 ...

1 and that ERIC has used the trusts to improperly shield community assets from
2 distribution by this Court as part of this Instant Divorce Action.

3 9. As a matter of law and equity, ERIC's abusive conduct compels piercing
4 the veil of ERIC NELSON'S ALTER EGO TRUST, and determining that all of the
5 assets, profits, gains, and interests titled in the name of ERIC NELSON'S ALTER EGO
6 TRUST, and the LSN TRUST, are the community property of ERIC and LYNITA, and
7 that the same are subject to division by this Court in this Instant Divorce Action.

8 10. ERIC did not engage in this attempted, massive abuse of Nevada's trust
9 laws alone. LANA MARTIN, ERIC's employee, close friend, and co-conspirator, served
10 as the Distribution Trustee for ERIC NELSON'S ALTER EGO TRUST, and the LSN
11 TRUST, for approximately six (6) years. Likewise, NOLA HARBER, ERIC's sister and
12 co-conspirator, served as the Distribution Trustee for ERIC NELSON'S ALTER EGO
13 TRUST, and the LSN TRUST, for approximately four (4) years. In their capacity as
14 the Distribution Trustee for ERIC NELSON'S ALTER EGO TRUST, and the LSN
15 TRUST, both LANA and NOLA individually, under ERIC's direction and control,
16 abused the protections afforded by Nevada's trust laws, and their fiduciary duties to
17 ERIC NELSON'S ALTER EGO TRUST, the LSN TRUST, and LYNITA, to the benefit
18 of ERIC, and to the detriment of LYNITA and the community. Similarly, ROCHELLE
19 McGOWAN, ERIC's employee and close friend, and JOAN B. RAMOS, ERIC's
20 employee and close friend, conspired with ERIC, LANA, and NOLA to violate Nevada's
21 trust laws to the benefit of ERIC and detriment of LYNITA and the community.

22 11. ERIC controlled and directed LANA's and NOLA's conduct as
23 Distribution Trustee of ERIC NELSON'S ALTER EGO TRUST, and the LSN TRUST.
24 For example, and as more fully set forth below, ERIC directed the release of tens of
25 thousands of dollars of trust income and property to ERIC, and other third parties,
26 including, but not necessarily limited to, ERIC's family members (Cal Nelson, Paul
27 Nelson, Chad Ramos, Ryan Nelson and others) during the time period October 1, 2001
28 through the present, to fund ERIC's and ERIC's family members' personal

1 expenditures. ERIC further directed the creation of Distribution Authorization forms
2 purporting to distribute trust income from the LSN TRUST to LYNITA, which was
3 never actually received by LYNITA. ERIC's directives were never scrutinized or
4 questioned by either LANA or NOLA; rather, both LANA and NOLA, at all times while
5 acting in the capacity of Distribution Trustee of ERIC NELSON'S ALTER EGO
6 TRUST, and the LSN TRUST, performed exactly as ERIC directed.

7 12. ERIC directed and controlled all of the co-conspirators' actions with
8 respect to ERIC NELSON'S ALTER EGO TRUST, and the LSN TRUST, and all the
9 purported assets of such trusts, since the creation of ERIC NELSON'S ALTER EGO
10 TRUST, and the LSN TRUST. For example, ERIC dictated or handwrote notes of the
11 asset transfers, and loans he desired to be performed by ERIC NELSON'S ALTER EGO
12 TRUST, and the LSN TRUST, and would pass his dictation and/or notes of such
13 actions to one or more of the named co-conspirators, who would create the necessary
14 deeds, loan documents, promissory notes, agreements or other documents necessary to
15 effectuate ERIC's directives, create written documents confirming ERIC's directives,
16 and draft and sign all checks required to perform as directed by ERIC. ERIC's
17 directives were never scrutinized or questioned by any of the named co-conspirators;
18 rather all named co-conspirators performed exactly as ERIC directed.

19 13. LANA, ROCHELLE, and JOAN, at all times relevant hereto have served
20 as ERIC's "right hand" persons with respect to ERIC's entities, ERIC NELSON'S
21 ALTER EGO TRUST, and the LSN TRUST. In their individual capacities, as
22 employees of any one of ERIC's entities, they each handled ERIC's books and records
23 and day to day operations (under ERIC's direction and control), acted as the registered
24 agent for any one of ERIC's entities (under ERIC's direction and control), and/or acted
25 as the notary public for ERIC's entities, including notarizing documents related to
26 ERIC NELSON'S ALTER EGO TRUST, and the LSN TRUST.

27 14. Upon information and belief, and following a period of discovery focused
28 on ERIC NELSON'S ALTER EGO TRUST, the LSN TRUST, and the actions of ERIC

1 and his co-conspirators related to ERIC NELSON'S ALTER EGO TRUST, and the
2 LSN TRUST, LYNITA will be able to demonstrate that ERIC is controlling both trusts
3 as illusory, sham trusts to shield assets from distribution by this Court as part of this
4 Instant Divorce Action. For example, ERIC purchased assets with community funds,
5 and directed title to such assets be held in the name of ERIC NELSON'S ALTER EGO
6 TRUST, or an entity wholly controlled by ERIC NELSON'S ALTER EGO TRUST,
7 rather than in ERIC's personal name, to shield the assets from third-party creditors,
8 and now asserts the claims made in the Fugitive Pleading filed by ERIC NELSON'S
9 ALTER EGO TRUST to attempt to avoid the distribution of such assets by this Court
10 as part of this Instant Divorce Action. One such transaction being the transaction
11 involving the Russell Road property which has been discussed throughout this Instant
12 Divorce Action. ERIC further directed the transfer of assets from and/or between ERIC
13 NELSON'S ALTER EGO TRUST, and the LSN TRUST, without compensation or for
14 less than fair market value compensation to avoid the reach of third-party creditors,
15 and to now assert the claims made in the Fugitive Pleading filed by ERIC NELSON'S
16 ALTER EGO TRUST to attempt to avoid the distribution of such assets by this Court
17 as part of this Instant Divorce Action. Such transfers include the transfer of certain
18 real property parcels in Mississippi, the transfer of the real property located on Harbor
19 Hills Avenue from the LSN TRUST to ERIC NELSON'S ALTER EGO TRUST, which
20 ERIC thereafter sold for less than fair market value during the litigation of this Instant
21 Divorce Action, and the transfer of the commercial building located on Lindell Avenue
22 from the LSN TRUST, to the LSN TRUST and ERIC NELSON'S ALTER EGO
23 TRUST as equal, fifty-percent (50%) owners, without authority and consideration.
24 While a period of discovery has already been performed in this Instant Divorce Action,
25 such discovery did not focus on ERIC NELSON'S ALTER EGO TRUST, the LSN
26 TRUST, and ERIC's and his co-conspirators' actions related to ERIC NELSON'S
27 ALTER EGO TRUST, and the LSN TRUST; the reason being because for the first
28 twenty-seven (27) months that this Instant Divorce Action has been pending, ERIC did

1 not assert any claims other than that all of the assets created or obtained during the
2 parties' marriage were community assets subject to equal division by this Court in this
3 Instant Divorce Action.

4 15. Upon information and belief, and following a period of discovery focused
5 on ERIC NELSON'S ALTER EGO TRUST, and ERIC's and his co-conspirators'
6 actions related to ERIC NELSON'S ALTER EGO TRUST, and the LSN TRUST,
7 LYNITA will be able to demonstrate that ERIC designed transfers from ERIC
8 NELSON'S ALTER EGO TRUST to drain ERIC NELSON'S ALTER EGO TRUST of
9 liquidity, and from the LSN TRUST to ERIC NELSON'S ALTER EGO TRUST to
10 deprive LYNITA and the community of income and property in this Instant Divorce
11 Action. ERIC's dissipation of assets in both Trusts so as to hinder distribution by this
12 Court as part of this Instant Divorce Action include ERIC's drain of the Mellon Bank
13 account and Mellon line of credit of approximately 1.4 million dollars to improve the
14 Bella Kathryn property.

15 16. As early as June 2003, ERIC and/or LANA recognized issues existed with
16 ERIC's and LANA's actions with respect to ERIC NELSON'S ALTER EGO TRUST,
17 and sent an email to Jeffrey Burr, Esq., the attorney who originally drafted ERIC
18 NELSON'S ALTER EGO TRUST, addressing some of these issues. Specifically LANA
19 admitted to holding "special meetings" concerning ERIC NELSON'S ALTER EGO
20 TRUST, and questioned the propriety of these meetings and the appropriateness of her
21 acting as the Distribution Trustee for both ERIC NELSON'S ALTER EGO TRUST,
22 and the LSN TRUST.

23 17. In order to prevent manifest injustice, the veil surrounding ERIC
24 NELSON'S ALTER EGO TRUST and its financial relationships with other entities
25 controlled and directed by ERIC must be lifted. LYNITA brings this action to pierce
26 the veil of ERIC NELSON'S ALTER EGO TRUST because ERIC NELSON'S ALTER
27 EGO TRUST, as well as the LSN TRUST, are ERIC's alter egos; thus, LYNITA seeks
28 a declaration from this Court that ERIC NELSON'S ALTER EGO TRUST, and the

1 LSN TRUST, are illusory, sham trusts whose assets belong to ERIC, LYNITA, and the
2 community estate and are subject to division as part of these divorce proceedings.
3 LYNITA also requests that this Court ensure that ERIC's co-conspirators (LANA
4 MARTIN, NOLA HARBER, ROCHELLE McGOWAN, and JOAN B. RAMOS),
5 without whom ERIC could not have instituted and maintained his scheme to attempt
6 to deny LYNITA her lawful share of the parties' community assets, be held liable for
7 their wrongful conduct.

8 PARTIES

9 18. ERIC L. NELSON and LYNITA SUE NELSON are residents of Clark
10 County, Nevada. ERIC and LYNITA are husband and wife, as alleged in ERIC's
11 Complaint for Divorce, and LYNITA's Answer and Counterclaim filed months ago in
12 this Instant Divorce Action. ERIC is the Investment Trustee of ERIC NELSON'S
13 ALTER EGO TRUST.

14 19. LANAMARTIN ("LANA") is a resident of Clark County, Nevada. LANA
15 is an employee of ERIC. Upon information and belief, LANA is the former
16 Distribution Trustee of ERIC NELSON'S ALTER EGO TRUST; however, LANA
17 claims to be the current Distribution Trustee of ERIC NELSON'S ALTER EGO
18 TRUST. LANA is also the former Distribution Trustee of the LSN TRUST. LANA
19 is intricately involved in many of ERIC's entities serving both as bookkeeper, and upon
20 information and belief, the notary public on several documents for ERIC, ERIC
21 NELSON'S ALTER EGO TRUST, and the LSN TRUST. LANA assisted ERIC in
22 creating and maintaining his intricate web of entities, including ERIC NELSON'S
23 ALTER EGO TRUST. When being referred to jointly along with the other co-
24 conspirators, which shall specifically include LANA, NOLA, ROCHELLE, and JOAN,
25 LANA is intended to be included in as one of the co-conspirators when the term "co-
26 conspirators" is used in this Pleading.

27 20. NOLA HARBER ("NOLA") is a resident of Clark County, Nevada,
28 presently absent from the state while serving a voluntary mission for the Church of

1 Jesus Christ of Latter Day Saints in Laie, Hawaii. NOLA is the sister of ERIC. Upon
2 information and belief, NOLA is the current Distribution Trustee of ERIC NELSON'S
3 ALTER EGO TRUST. If NOLA is not the current Distribution Trustee of ERIC
4 NELSON'S ALTER EGO TRUST, she is the former Distribution Trustee of ERIC
5 NELSON'S ALTER EGO TRUST. NOLA also is either the current, one of the current,
6 or the former Distribution Trustee of the LSN TRUST. NOLA assisted ERIC in
7 maintaining his intricate web of entities, including ERIC NELSON'S ALTER EGO
8 TRUST. When being referred to jointly along with the other co-conspirators, which
9 shall specifically include LANA, NOLA, ROCHELLE, and JOAN, NOLA is intended
10 to be included in as one of the co-conspirators when the term "co-conspirators" is used
11 in this Pleading.

12 21. ROCHELLE MCGOWAN ("ROCHELLE") is a resident of Clark County,
13 Nevada. ROCHELLE is an employee of ERIC. ROCHELLE is intricately involved in
14 many of ERIC's entities serving as bookkeeper, and upon information and belief, the
15 notary public on several documents for ERIC, ERIC NELSON'S ALTER EGO TRUST,
16 and the LSN TRUST, and she is the registered agent for several of ERIC's entities.
17 ROCHELLE assisted ERIC in creating and maintaining his intricate web of entities,
18 including ERIC NELSON'S ALTER EGO TRUST. When being referred to jointly
19 along with the other co-conspirators, which shall specifically include LANA, NOLA,
20 ROCHELLE, and JOAN, ROCHELLE is intended to be included in as one of the co-
21 conspirators when the term "co-conspirators" is used in this Pleading.

22 22. JOAN B. RAMOS ("JOAN") is a resident of Clark County, Nevada.
23 JOAN is an employee of ERIC. JOAN is intricately involved in many of ERIC's entities
24 serving both as bookkeeper, and upon information and belief, the notary public on
25 several documents for ERIC, ERIC NELSON'S ALTER EGO TRUST, and the LSN
26 TRUST. JOAN assisted ERIC in creating and maintaining his intricate web of entities,
27 including ERIC NELSON'S ALTER EGO TRUST. When being referred to jointly
28 along with the other co-conspirators, which shall specifically include LANA, NOLA,

1 ROCHELLE, and JOAN, JOAN is intended to be included in as one of the co-
2 conspirators when the term "co-conspirators" is used in this Pleading.

3 23. The ERIC L. NELSON NEVADA TRUST dated May 30, 2001 is referred
4 to in this pleading as "ERIC NELSON'S ALTER EGO TRUST." The LSN NEVADA
5 TRUST dated May 30, 2001 is referred to in this pleading as the "LSN TRUST."
6 When both trusts are being jointly referred to they may be referred to as "the Trusts"
7 or "both Trusts."

8 JURISDICTION AND VENUE

9 24. All named parties are subject to the jurisdiction and venue of this Court.

10 25. This Court has jurisdiction, and LYNITA has standing, pursuant to
11 Chapters 125, 153, and 166 of the Nevada Revised Statutes.

12 26. ERIC NELSON'S ALTER EGO TRUST, by its entry to this case and
13 failure to assert any jurisdictional challenge, has assented to this Court's entry of final
14 orders in this proceeding.

15 27. This Court may enter a final judgment herein pursuant to NRS 125.130,
16 subject to review by the Nevada Supreme Court. Also, ERIC's wrongful conduct has
17 caused and will cause irreparable injury to LYNITA and the community estate, and
18 given ERIC's continued wrongdoing with respect to ERIC NELSON'S ALTER EGO
19 TRUST, LYNITA lacks adequate remedies at law to address ERIC's wrongful conduct.
20 As such, LYNITA seeks the entry of a temporary restraining order, preliminary
21 injunction, and permanent injunction.

22 ADDITIONAL FACTS

23 28. On or about May 30, 2001, ERIC caused ERIC NELSON'S ALTER EGO
24 TRUST to be formed. At that time, ERIC named himself as the Investment Trustee
25 of ERIC NELSON'S ALTER EGO TRUST, and named LANA as the Distribution
26 Trustee of ERIC NELSON'S ALTER EGO TRUST.

27 29. On or about May 30, 2001, ERIC caused the LSN TRUST to be formed.
28 At that time, ERIC instructed LYNITA to name LYNITA as the Investment Trustee

1 of the LSN TRUST, and ERIC named LANA as the Distribution Trustee of the LSN
2 TRUST. Trusting her husband to protect her and the community as he had repeatedly
3 promised to do, LYNITA signed all paperwork presented to her to create the LSN
4 TRUST.

5 30. ERIC NELSON'S ALTER EGO TRUST and the LSN TRUST are
6 purportedly Nevada spendthrift trusts. In reality, at all times, ERIC NELSON'S
7 ALTER EGO TRUST, as well as the LSN TRUST, were the alter egos of ERIC. ERIC's
8 unity of interest with ERIC NELSON'S ALTER EGO TRUST, and the LSN TRUST,
9 is such that their separate personalities ceased to exist. ERIC used ERIC NELSON'S
10 ALTER EGO TRUST's, and the LSN TRUST's assets as his own, and recognizing the
11 separate existence of the ERIC NELSON'S ALTER EGO TRUST, or the LSN TRUST
12 would result in a manifest fraud and injustice.

13 31. ERIC has provided sworn testimony before this Court that ERIC
14 NELSON'S ALTER EGO TRUST, and the LSN TRUST were created for asset
15 protection purposes. Specifically, in the event something happened to ERIC, ERIC did
16 not have to carry life insurance. ERIC would put safe assets into the LSN TRUST for
17 LYNITA and the parties' children, and the much more volatile assets into ERIC
18 NELSON'S ALTER EGO TRUST. Both Trusts were created by Jeffrey Burr, Esq., and
19 maintained to provide ERIC flexibility in his management of the assets and of tax
20 implications. ERIC admits to managing both Trusts, and further admits that the intent
21 was to level off ERIC NELSON'S ALTER EGO TRUST, and the LSN TRUST,
22 annually by putting assets in ERIC NELSON'S ALTER EGO TRUST, or the LSN
23 TRUST depending on the transaction and to bottom line – protect LYNITA. At no
24 time did ERIC state that the creation of ERIC NELSON'S ALTER EGO TRUST, or
25 the LSN TRUST were to limit either his or LYNITA's rights to receive at least an equal
26 division of assets upon a dissolution of their marriage, or to remove any asset from the
27 realm of community property created during the parties' marriage. In fact, Jeffrey Burr,
28 Esq. testified in the Instant Divorce Action on November 22, 2010, and by his

1 testimony confirmed that the sole intent of both ERIC and LYNITA at the time of the
2 creation of the Trusts was to protect their community assets from third-party creditors;
3 the Trusts were not intended to create separate property for either ERIC or LYNITA.
4 Mr. Burr further confirmed that it was the intent of both ERIC and LYNITA for the
5 assets held in both Trusts to continue to be the parties' community property.

6 32. LYNITA, upon information and belief, and on that basis alleges, that all
7 of the acts set forth in this Pleading alleged to have been done by ERIC and/or one or
8 more of the co-conspirators, were, where applicable, authorized, approved, and/or
9 ratified by one another in breach of each individual's fiduciary duties to another and
10 to the detriment of LYNITA.

11 33. LYNITA, upon information and belief, and on that basis alleges, that
12 where applicable, ERIC and/or one or more of the co-conspirators, have been, at all
13 material times, acting with the full knowledge, consent, authority, ratification and/or
14 permission of the other named persons.

15 34. LYNITA, upon information and belief, and on that basis alleges, that
16 where applicable, ERIC, and/or one or more of the co-conspirators, knowingly and
17 substantially assisted, encouraged, conspired with, authorized, requested, commanded,
18 ratified, and/or recklessly tolerated the statements and actions of each other in order
19 to engage in a scheme to defraud LYNITA of her interest in community assets and the
20 community estate.

21 35. Pursuant to the terms of Section 2.1 of ERIC NELSON'S ALTER EGO
22 TRUST, ERIC and ERIC's five (5) living children are named as beneficiaries of ERIC
23 NELSON'S ALTER EGO TRUST. Pursuant to Article IV of ERIC NELSON'S ALTER
24 EGO TRUST, LYNITA is named as a beneficiary of ERIC NELSON'S ALTER EGO
25 TRUST.

26 36. Pursuant to the terms of Section 2.1 of the LSN TRUST, LYNITA and
27 LYNITA's five (5) living children are named as beneficiaries of the LSN TRUST.

28 ...

1 37. Both Trusts have identical language concerning the use of trust income,
2 veto rights of the Trustor, powers of the Investment Trustee, and powers of the
3 Distribution Trustee.

4 38. Pursuant to the terms of Section 3.1 of both Trusts, the income of each
5 Trust is to be used as follows:

6 [T]o manage, invest and reinvest same, to collect the income thereof, and
7 to pay over or apply the net income and/or principal thereof, and in such
8 amounts and proportions, including all to the exclusion of the others, and
9 at such time or times as the Trustees, in their sole and absolute
10 discretion, shall determine, to or for the benefit of such one or more
11 members of the class consisting of the Trustor, the Trustor's issue and
12 other beneficiaries named herein or as described in Section 2.1 above,
13 until the death of Trustor.

14 39. Pursuant to the terms of Section 3.3 of both Trusts, the Trustor, during
15 the Trustor's lifetime, retains a veto right over "any payment or application of income
16 or principal to any beneficiary other than the Trustor . . .," and may direct that the
17 Distribution Trustee "shall not make and/or authorize the intended payment or
18 application to the intended beneficiary."

19 40. Pursuant to the terms of Section 3.3 of both Trusts,

20 [A]ny decision to make a distribution to the Trustor may not be made by
21 the Trustor, even though the Trustor may be serving as a Trustee
22 hereunder. Prior to any distribution to the Trustor of either income or
23 principal of Trust estate, a meeting of the majority of the Trustees, which
24 majority must also include the Distribution Trustee, shall be held. At
25 such meeting the Trustees shall discuss the advisability of making a
26 distribution of the Trust estate to the Trustor. Upon vote of the
27 Distribution Trustee and a majority of the other Trustees in attendance
28 at such meeting, which vote must in all events include the affirmative
vote of the Distribution Trustee, the Trustee may authorize and carry out
the distribution of Trust income and/or principal to the Trustors.

41. Pursuant to the terms of Section 3.4 of both Trusts,

In the event any distribution of any of the Trust estate shall be made to
the Trustor, and if such distribution is not previously authorized by the
Trustees in the manner as required pursuant to Section 3.3 above, then
such distribution made to the Trustor shall be void and the Distribution
Trustee shall have a lien against the Trust estate distributed to the
Trustor and such lien shall also extend if necessary to make the Trust
estate whole, to any and all other assets of the Trustor.

...

1 42. The powers afforded to the Investment Trustee by the Trusts are as set
2 forth in Section 12.1 of both Trusts. The Investment Trustee has no other powers over
3 the Trusts' assets other than as specifically set forth in Section 12.1 of the Trusts.

4 43. Pursuant to the terms of Section 12.2 of both Trusts, the "Distribution
5 Trustee shall have the power to authorize distribution of principal and/or income to the
6 beneficiaries hereunder at times and in amounts as determined in the sole discretion
7 of the Distribution Trustee, subject only to the veto power vested in the Trustor,
8 according to the standards set forth in Section 3.1 above."

9 44. LYNITA, upon information and belief, and on that basis alleges, that
10 LANA is intertwined with ERIC and ERIC's entities, including being ERIC's employee,
11 an investor in at least one of ERIC's entities, and a close friend and confidant of ERIC.
12 LANA's legal bills incurred in this action are presently being paid by assets held in
13 ERIC NELSON'S ALTER EGO TRUST, in violation of the terms of ERIC NELSON'S
14 ALTER EGO TRUST.

15 45. LYNITA, upon information and belief, and on that basis alleges, that
16 LANA, in her capacity as Distribution Trustee of ERIC NELSON'S ALTER EGO
17 TRUST, has made repeated distributions of trust assets in violation of the specific
18 terms of the Trust.

19 46. LYNITA, upon information and belief, and on that basis alleges, that
20 ERIC has controlled LANA's actions as Distribution Trustee of ERIC NELSON'S
21 ALTER EGO TRUST since its creation, that LANA has breached her duties as
22 Distribution Trustee of ERIC NELSON'S ALTER EGO TRUST, and that LANA has
23 had no independent authority to exercise the powers afforded to the Distribution
24 Trustee by ERIC NELSON'S ALTER EGO TRUST, but has performed exactly as ERIC
25 instructed.

26 ...

27 ...

28 ...

1 47. On February 22, 2007, LANA was replaced by NOLA as the Distribution
2 Trustee for ERIC NELSON'S ALTER EGO TRUST at ERIC's request. NOLA is
3 ERIC's sister and is intertwined with ERIC and ERIC's entities. NOLA is not an
4 independent trustee as defined by Section 672(c) of the Internal Revenue Code, as she
5 is related by blood to ERIC.

6 48. LYNITA, upon information and belief, and on that basis alleges, that
7 ERIC has controlled NOLA's actions as Distribution Trustee of ERIC NELSON'S
8 ALTER EGO TRUST since its creation, that NOLA has breached her duties as
9 Distribution Trustee of ERIC NELSON'S ALTER EGO TRUST, and that NOLA has
10 had no independent authority to exercise the powers afforded to the Distribution
11 Trustee by ERIC NELSON'S ALTER EGO TRUST, but has performed exactly as ERIC
12 instructed.

13 49. LYNITA, upon information and belief, and on that basis alleges, that
14 NOLA is the current Distribution Trustee of ERIC NELSON'S ALTER EGO TRUST.

15 50. LYNITA, upon information and belief, and on that basis alleges, that
16 ERIC has controlled LANA's actions as Distribution Trustee of the LSN TRUST since
17 its creation, that LANA has breached her duties as Distribution Trustee of the LSN
18 TRUST, and that LANA has had no independent authority to exercise the powers
19 afforded to the Distribution Trustee by the LSN TRUST, but has performed exactly
20 as ERIC instructed.

21 51. On February 22, 2007, LANA was replaced by NOLA as the Distribution
22 Trustee for the LSN TRUST at ERIC's request. NOLA is ERIC's sister and is
23 intertwined with ERIC and ERIC's entities. NOLA is not an independent trustee as
24 defined by Section 672(c) of the Internal Revenue Code, as she is related by marriage
25 to LYNITA.

26 52. LYNITA, upon information and belief, and on that basis alleges, that
27 ERIC has controlled NOLA's actions as Distribution Trustee of the LSN TRUST since
28 her appointment as Distribution Trustee of the LSN TRUST, that NOLA has breached

1 her duties as Distribution Trustee of the LSN TRUST, and that NOLA has had no
2 independent authority to exercise the powers afforded to the Distribution Trustee by
3 the LSN TRUST, but has performed exactly as ERIC instructed.

4 53. LYNITA, upon information and belief, and on that basis alleges, that
5 since the creation of ERIC NELSON'S ALTER EGO TRUST, without adequate
6 consideration, trust assets have been inappropriately distributed to ERIC and third
7 parties in violation of the terms of ERIC NELSON'S ALTER EGO TRUST; without
8 adequate consideration, trust assets have been sold in violation of the terms of ERIC
9 NELSON'S ALTER EGO TRUST; and without adequate consideration, trust assets
10 have been transferred to other entities in violation of the terms of ERIC NELSON'S
11 ALTER EGO TRUST.

12 54. LYNITA, upon information and belief, and on that basis alleges, that
13 since the creation of the LSN TRUST, without adequate consideration, trust assets
14 have been inappropriately distributed to ERIC and third parties in violation of the
15 terms of the LSN TRUST; without adequate consideration, trust assets have been sold
16 in violation of the terms of the LSN TRUST; and without adequate consideration, trust
17 assets have been transferred to other entities in violation of the terms of the LSN
18 TRUST.

19 55. LYNITA, upon information and belief, and on that basis alleges, that
20 since the creation of the LSN TRUST, trust assets have been inappropriately
21 distributed to ERIC and third parties in violation of the terms of the LSN TRUST;
22 trust assets have been sold in violation of the terms of the LSN TRUST; and trust
23 assets have been transferred to other entities in violation of the terms of the LSN
24 TRUST.

25 56. LYNITA, upon information and belief, and on that basis alleges, that
26 since the creation of ERIC NELSON'S ALTER EGO TRUST, trust assets have been
27 inappropriately distributed to ERIC and third parties in violation of the terms of the

28 ...

1 Trust; trust assets have been sold in violation of the terms of the Trust; and trust assets
2 have been transferred to other entities in violation of the terms of the Trust.

3 57. On December 8, 2011, Larry L. Bertsch, CPA, CFF, and Nicholas S.
4 Miller, CFE, of the accounting firm of Larry L. Bertsch, CPA & Associates, the Court
5 appointed forensic accountants, filed a report entitled "Source and Application of
6 Funds for Eric L. Nelson Nevada Trust" ("Mr. Bertsch's Report") documenting some
7 of the inappropriate distributions to ERIC and third parties from ERIC NELSON'S
8 ALTER EGO TRUST during the period January 1, 2009 through May 31, 2011.

9 58. Mr. Bertsch's Report outlines the following payments to ERIC, ERIC's
10 family members, and other third parties during the time period audited, all of which,
11 upon information and belief, are in direct contravention of the terms of ERIC
12 NELSON'S ALTER EGO TRUST:

- 13 A. \$56,000.00 paid to Element Iron & Design, LLC and ERIC's
14 Nephew, Brock Nelson;
- 15 B. \$1,304,368.17 paid to ERIC's brother, Clarence Nelson, or Cal's
16 Blue Water Marine, a company owned by Clarence Nelson;
- 17 C. \$30,000.00 paid to ERIC's sister, Carlene Gutierrez, and/or The
18 Grotta Group, LLC, a company for which Carlene Gutierrez is a
19 member;
- 20 D. \$3,000.00 paid to ERIC's nephew, and NOLA's son, Chad Ramos;
- 21 E. \$5,000.00 paid to ERIC's nephew, Eric T. Nelson;
- 22 F. \$25,025.00 paid to ERIC's nephew, and NOLA's son, Jesse
23 Harber;
- 24 G. \$13,318.83 paid to ERIC's brother-in-law, and NOLA's husband,
25 Paul Harber;
- 26 H. \$19,975.00 paid to ERIC's brother, Paul Nelson; and
27 I. \$3,000.00 paid to ERIC's nephew, Ryan Nelson.

28 ...

1 59. Mr. Bertsch's Report also documents \$90,607.89 in personal expenditures
2 paid for ERIC from ERIC NELSON'S ALTER EGO TRUST for legal services,
3 automobile purchases, charitable contributions, "expenses designated by [ERIC] to be
4 personal," gifts, gym memberships, Las Vegas hotels, music service, restaurants,
5 sporting event tickets, and vacations.

6 60. Mr. Bertsch's Report also indicates that ERIC took \$1,243,623.47 in
7 payments to himself and "distributions" from ERIC NELSON'S ALTER EGO TRUST
8 between January 2009, and May 2011.

9 61. Upon information and belief, there were countless other inappropriate
10 distributions to ERIC and third parties from ERIC NELSON'S ALTER EGO TRUST
11 during the period preceding Mr. Bertsch's Report, including, but not limited to,
12 \$23,675.00 paid to Chad Ramos in June and July 2007, \$12,500.00 paid to Paul
13 Harber in June 2007, and \$4,900.00 in Christmas gifts from ERIC to Briana Ramos,
14 Joseph Lawson, Chad Ramos, ROCHELLE and JOAN in December 2007.

15 62. On May 6, 2009, ERIC filed his Complaint for Divorce against LYNITA.
16 However, ERIC has engaged in "divorce planning" since at least 2003.

17 63. On multiple dates between August 30, 2011 and present, ERIC testified
18 before this Court and repeatedly asserted that all assets held by ERIC NELSON'S
19 ALTER EGO TRUST, and the LSN TRUST, are community assets owned by ERIC
20 and LYNITA, and merely titled in the name of such trusts.

21 64. On multiple dates between August 30, 2011 and present, ERIC testified
22 before this Court and repeatedly asserted he has managed all assets in ERIC
23 NELSON'S ALTER EGO TRUST, and all assets held in the LSN TRUST.

24 65. Until early 2009, LYNITA has never directed or managed any aspect of
25 the LSN TRUST. Rather, LYNITA relied upon ERIC to direct and manage all assets
26 held by the LSN TRUST.

27 66. LYNITA, upon information and belief, and on that basis alleges, that
28 there exists, and at all times mentioned herein existed, a unity of interest and effective

1 ownership between ERIC and ERIC NELSON'S ALTER EGO TRUST, and ERIC and
2 the LSN TRUST, such that any individuality or separateness between ERIC and ERIC
3 NELSON'S ALTER EGO TRUST, and ERIC and the LSN TRUST, ceased to exist.

4 67. LYNITA, upon information and belief, and on that basis alleges, that
5 ERIC invested trust assets of both Trusts with third parties that ERIC controlled and
6 directed, or in which ERIC held a direct financial interest, for ERIC's own benefit.

7 68. LYNITA, upon information and belief, and on that basis alleges, that
8 ERIC directed one or more of the co-conspirators to distribute trust assets from both
9 Trusts to individuals and entities who were not beneficiaries of either trust, for ERIC's
10 own benefit.

11 69. ERIC, in his capacity as Investment Trustee of ERIC NELSON'S ALTER
12 EGO TRUST, has over funded and ignored the formalities of ERIC NELSON'S ALTER
13 EGO TRUST, and with the assistance of one or more of the co-conspirators, has
14 operated both Trusts as his own personal piggy bank.

15 70. ERIC and one or more of ERIC's co-conspirators, have also transferred
16 assets between ERIC NELSON'S ALTER EGO TRUST, and the LSN TRUST, or
17 ERIC's and LYNITA's community assets to both Trusts, without authority from
18 LYNITA, forging LYNITA's signature at times to accomplish such transfers.

19 71. Adherence to the fiction of a separate existence between ERIC and ERIC
20 NELSON'S ALTER EGO TRUST, and the LSN TRUST would sanction fraud and
21 permit injustice as it would inhibit LYNITA from receiving her equal share of the
22 community assets created during the parties' lengthy marriage.

23 72. Since the initiation of this divorce litigation, ERIC has continuously
24 asserted that the assets of ERIC NELSON'S ALTER EGO TRUST are his personal
25 assets and are subject to division in this Instant Divorce Action.

26 73. Since the initiation of this divorce litigation, ERIC has continuously
27 asserted that the assets of the LSN TRUST are LYNITA's assets and are subject to
28 division in this Instant Divorce Action.

1 74. ERIC NELSON'S ALTER EGO TRUST, and the LSN TRUST are
2 illusory, sham trusts as they are being used by ERIC to secrete community property
3 from LYNITA in an effort to minimize the assets LYNITA will receive upon conclusion
4 of this Instant Divorce Action.

5 75. LYNITA, upon information and belief, and on that basis alleges, that
6 ERIC's actions since the start of this Instant Divorce Action have drained ERIC
7 NELSON'S ALTER EGO TRUST, and the LSN TRUST of nearly all liquidity, in an
8 effort to entice LYNITA to settle this action. ERIC's actions further demonstrate his
9 game playing, and establish that proper trust formalities have not been followed with
10 respect to ERIC NELSON'S ALTER EGO TRUST, and the LSN TRUST, justifying
11 piercing the veil of ERIC NELSON'S ALTER EGO TRUST.

12 76. LYNITA, upon information and belief, and on that basis alleges, that
13 separate ledgers and business records have not been maintained for ERIC NELSON'S
14 ALTER EGO TRUST, and the LSN TRUST, or have been maintained on the same
15 accounting software used and maintained by ERIC's other entities. ERIC's
16 commingling of the ledgers for ERIC NELSON'S ALTER EGO TRUST, and the LSN
17 TRUST, and ERIC's personal entities and assets, further support LYNITA's allegations
18 that ERIC has exerted influence and control over the co-conspirators, and ERIC
19 NELSON'S ALTER EGO TRUST's, and the LSN TRUST's business affairs, and the
20 lack of a separate identity of both Trusts.

21 77. The above referenced activities all demonstrate that (1) ERIC is directing
22 and controlling the activities of ERIC NELSON'S ALTER EGO TRUST, and the LSN
23 TRUST; (2) ERIC NELSON'S ALTER EGO TRUST's, and the LSN TRUST's
24 operational formalities are not being followed, and in fact are being directly
25 contravened; (3) ERIC broke the sanctity of ERIC NELSON'S ALTER EGO TRUST
26 and the LSN TRUST by withdrawing or directing trust assets for his own benefit; (4)
27 ERIC NELSON'S ALTER EGO TRUST and the LSN TRUST are nothing more than

28 ...

1 sham, illusory trusts and ERIC's alter egos used in an attempt to minimize the assets
2 LYNITA will receive upon the conclusion of this Instant Divorce Action.

3 **FIRST CLAIM FOR RELIEF**
4 **(VEIL-PIERCING AGAINST ERIC, LANA, NOLA, AND**
5 **ERIC NELSON'S ALTER EGO TRUST)**

6 78. LYNITA repeats and re-alleges all matters asserted in paragraphs 1
7 through 77 of this Pleading as if fully set forth herein.

8 79. ERIC's actions demonstrate that ERIC NELSON'S ALTER EGO TRUST,
9 and the former and/or current Distribution Trustees of ERIC NELSON'S ALTER EGO
10 TRUST, LANA and NOLA, were influenced, directed, controlled and governed by
11 ERIC in all respects as though no trust actually existed.

12 80. There has been such unity of interest and ownership between ERIC and
13 ERIC NELSON'S ALTER EGO TRUST that one is inseparable from the other.

14 81. The facts show that adherence to the fiction of ERIC NELSON'S ALTER
15 EGO TRUST as a separate trust entity would, under the circumstances, sanction fraud
16 and promote injustice.

17 82. Pursuant to NRS 78.747, and/or NRS 163.418, LYNITA seeks a
18 declaratory judgment piercing the veil of ERIC NELSON'S ALTER EGO TRUST, and
19 declaring that the assets held in ERIC NELSON'S ALTER EGO TRUST are the
20 community assets of ERIC and LYNITA, subject to division in the Instant Divorce
21 Action.

22 83. LYNITA has been required to employ the services of her attorneys to
23 protect her interests as set forth in this Pleading, and to file and prosecute this Pleading
24 on her behalf, and LYNITA thus is entitled to and should be awarded the reasonable
25 attorneys' fees and costs of suit she has incurred and will continue to incur in this
26 action.

27 ...

28 ...

...

1 **SECOND CLAIM FOR RELIEF**
2 **(REVERSE VEIL-PIERCING AGAINST ERIC, LANA, NOLA, AND**
3 **ERIC NELSON'S ALTER EGO TRUST)**

4 84. LYNITA repeats and re-alleges all matters asserted in paragraphs 1
5 through 83 of this Pleading as if fully set forth herein.

6 85. ERIC's actions demonstrate that ERIC NELSON'S ALTER EGO TRUST,
7 and the former and/or current Distribution Trustees of ERIC NELSON'S ALTER EGO
8 TRUST, LANA and NOLA, were influenced, directed, controlled and governed by
9 ERIC in all respects as though no trust actually existed.

10 86. There has been such unity of interest and ownership between ERIC and
11 ERIC NELSON'S ALTER EGO TRUST that one is inseparable from the other.

12 87. The facts show that adherence to the fiction of ERIC NELSON'S ALTER
13 EGO TRUST as a separate trust entity would, under the circumstances, sanction fraud
14 and promote injustice.

15 88. Pursuant to NRS 78.747, and/or NRS 163.418, LYNITA seeks a
16 declaratory judgment piercing the veil of ERIC NELSON'S ALTER EGO TRUST, and
17 declaring that the assets held in ERIC NELSON'S ALTER EGO TRUST are the
18 community assets of ERIC and LYNITA, subject to division in the Instant Divorce
19 Action.

20 89. LYNITA has been required to employ the services of her attorneys to
21 protect her interests as set forth in this Pleading, and to file and prosecute this Pleading
22 on her behalf, and LYNITA thus is entitled to and should be awarded the reasonable
23 attorneys' fees and costs of suit she has incurred and will continue to incur in this
24 action.

25 **THIRD CLAIM FOR RELIEF**
26 **(BREACH OF FIDUCIARY DUTY AGAINST ERIC)**

27 90. LYNITA repeats and re-alleges all matters asserted in paragraphs 1
28 through 89 of this Pleading as if fully set forth herein.

...

1 91. A fiduciary duty arises from the existence of the marital relationship,
2 precipitating a duty to create and sustain community assets and disclose factors which
3 may effect community assets.

4 92. A fiduciary relationship existed between ERIC and LYNITA when ERIC
5 NELSON'S ALTER EGO TRUST was created, and at all time relevant hereto.

6 93. As a result of this fiduciary relationship, ERIC was bound to act in good
7 faith and with due regard to the interests of LYNITA who remained his wife and the
8 mother of his five (5) children. ERIC had an obligation to not act in any manner so
9 as to destroy or injure the parties' community assets, or to injure LYNITA's ability to
10 receive at least her one-half (1/2) share, if not more, of the parties' community
11 property.

12 94. As a direct and proximate result of ERIC's breach of his fiduciary duty to
13 LYNITA, LYNITA has sustained actual damages in excess of \$10,000.00.

14 95. Moreover, in breaching his fiduciary duties to LYNITA, ERIC acted with
15 oppression, fraud, and malice, and LYNITA is entitled to punitive damages in an
16 amount in excess of \$10,000.00.

17 96. LYNITA has been required to employ the services of her attorneys to
18 protect her interests as set forth in this Pleading, and to file and prosecute this Pleading
19 on her behalf, and LYNITA thus is entitled to and should be awarded the reasonable
20 attorneys' fees and costs of suit she has incurred and will continue to incur in this
21 action.

22 **FOURTH CLAIM FOR RELIEF**
23 **(BREACH OF FIDUCIARY DUTY AGAINST**
 LANA AND NOLA)

24 97. LYNITA repeats and re-alleges all matters asserted in paragraphs 1
25 through 96 of this Pleading as if fully set forth herein.

26 98. A fiduciary duty is deemed to exist when one party is bound to act for
27 the benefit of the other party. Such a relationship imposes a duty of utmost good faith
28 and loyalty.

99. A fiduciary relationship existed between LYNITA and LANA when LANA assumed the position of Distribution Trustee for the LSN TRUST.

100. A fiduciary relationship existed between LYNITA and NOLA when NOLA assumed the position of Distribution Trustee for the LSN TRUST.

101. As a result of this fiduciary relationship, LANA and NOLA were individually bound to act in good faith and with due regard to the interests of LYNITA, who was a beneficiary of the LSN TRUST. LANA and NOLA individually had an obligation to not act in any manner adverse to LYNITA, or in any way which would destroy or injure LYNITA, or LYNITA's ability to benefit from the existence of the LSN TRUST.

102. LANA and NOLA each individually breached their fiduciary duty to LYNITA by aligning themselves with ERIC, and acting as ERIC directed, even when such actions were to the detriment of LYNITA and the LSN TRUST.

103. As a direct and proximate result of LANA's and NOLA's breach of fiduciary duty to LYNITA, LYNITA has sustained actual damages in excess of \$10,000.00.

104. Moreover, in breaching their fiduciary duties to LYNITA, LANA and NOLA acted with oppression, fraud, and malice, and LYNITA is entitled to punitive damages in an amount in excess of \$10,000.00.

105. LYNITA has been required to employ the services of her attorneys to protect her interests as set forth in this Pleading, and to file and prosecute this Pleading on her behalf, and LYNITA thus is entitled to and should be awarded the reasonable attorneys' fees and costs of suit she has incurred and will continue to incur in this action.

FIFTH CLAIM FOR RELIEF
(FRAUD, DECEIT AND INTENTIONAL MISREPRESENTATION
AGAINST ERIC)

106. LYNITA repeats and re-alleges all matters asserted in paragraphs 1 through 105 of this Pleading as if fully set forth herein.

1 107. As alleged above, at all times relevant hereto ERIC represented to
2 LYNITA that all assets transferred to, and held in the names of the LSN TRUST, and
3 ERIC NELSON'S ALTER EGO TRUST, were the parties' community property assets.

4 108. ERIC now contends that the parties have no interest in the assets held by
5 the LSN TRUST, and ERIC NELSON'S ALTER EGO TRUST.

6 109. As further alleged above, while representing to LYNITA that the assets
7 transferred to, and held in the names of the LSN TRUST, and ERIC NELSON'S
8 ALTER EGO TRUST were the parties' community property, ERIC engaged in a course
9 of conduct intended to diminish, minimize and destroy such property interests to
10 prevent LYNITA from recovering her community interest in such property in the
11 Instant Divorce Action.

12 110. As a direct and proximate result of the aforementioned wrongful conduct
13 of ERIC, LYNITA has sustained actual damages in excess of \$10,000.00.

14 111. In committing the acts alleged above, ERIC acted with oppression, fraud,
15 and malice, and LYNITA is entitled to punitive damages in an amount in excess of
16 \$10,000.00.

17 112. LYNITA has been required to employ the services of her attorneys to
18 protect her interests as set forth in this Pleading, and to file and prosecute this Pleading
19 on her behalf, and LYNITA thus is entitled to and should be awarded the reasonable
20 attorneys' fees and costs of suit she has incurred and will continue to incur in this
21 action.

22 **SIXTH CLAIM FOR RELIEF**
23 **(CONVERSION AGAINST ERIC, LANA, NOLA, AND**
 ERIC NELSON'S ALTER EGO TRUST)

24 113. LYNITA repeats and re-alleges all matters asserted in paragraphs 1
25 through 112 of this Pleading as if fully set forth herein.

26 114. As alleged above, throughout ERIC's and LYNITA's marriage, and the
27 first twenty-seven (27) months of this Instant Divorce Action, ERIC asserted that the

28 ...

1 property held by ERIC NELSON'S ALTER EGO TRUST, and the LSN TRUST, were
2 the parties' community property.

3 115. ERIC has suddenly changed positions, causing ERIC NELSON'S ALTER
4 EGO TRUST to wrongfully exert dominion over ERIC's and LYNITA's community
5 property, in denial of, and inconsistent with the parties' community property rights.

6 116. As a direct and proximate result of the aforementioned conversion of
7 community property assets by ERIC and ERIC NELSON'S ALTER EGO TRUST,
8 LYNITA has sustained actual damages in excess of \$10,000.00.

9 117. LYNITA has been required to employ the services of her attorneys to
10 protect her interests as set forth in this Pleading, and to file and prosecute this Pleading
11 on her behalf, and LYNITA thus is entitled to and should be awarded the reasonable
12 attorneys' fees and costs of suit she has incurred and will continue to incur in this
13 action.

14 **SEVENTH CLAIM FOR RELIEF**
15 **(MONEY HAD AND RECEIVED AGAINST ERIC, LANA, NOLA, AND**
16 **ERIC NELSON'S ALTER EGO TRUST)**

17 118. LYNITA repeats and re-alleges all matters asserted in paragraphs 1
18 through 117 of this Pleading as if fully set forth herein.

19 119. As alleged above, throughout ERIC's and LYNITA's marriage, and the
20 first twenty-seven (27) months of this Instant Divorce Action, ERIC asserted that the
21 property held by ERIC NELSON'S ALTER EGO TRUST, and the LSN TRUST, were
22 the parties' community property.

23 120. As a result, ERIC and ERIC NELSON'S ALTER EGO TRUST received
24 possession of money and property belonging to ERIC and LYNITA as community
25 property, which ERIC and ERIC NELSON'S ALTER EGO TRUST ought to, in equity
26 and good conscience, pay over to ERIC and LYNITA.

27 121. LYNITA has been required to employ the services of her attorneys to
28 protect her interests as set forth in this Pleading, and to file and prosecute this Pleading
on her behalf, and LYNITA thus is entitled to and should be awarded the reasonable

1 attorneys' fees and costs of suit she has incurred and will continue to incur in this
2 action.

3
4 **EIGHTH CLAIM FOR RELIEF**
(FRAUD IN THE INDUCEMENT AGAINST ERIC)

5 122. LYNITA repeats and re-alleges all matters asserted in paragraphs 1
6 through 121 of this Pleading as if fully set forth herein.

7 123. On or about May 30, 2001, ERIC caused ERIC NELSON'S ALTER EGO
8 TRUST, and the LSN TRUST to be formed.

9 124. From May 30, 2001, to August 2011, ERIC represented to LYNITA that
10 all properties held by ERIC NELSON'S ALTER EGO TRUST, and the LSN TRUST
11 were the parties' community properties.

12 125. ERIC knew and believed that such representations were made without
13 sufficient basis, if the LSN TRUST and ERIC NELSON'S ALTER EGO TRUST were
14 valid, spendthrift trusts.

15 126. Trusting her husband to protect her and the community as he had
16 repeatedly promised to do, LYNITA justifiably relied on ERIC's representations and
17 signed documents presented to her to create the LSN TRUST, and to transfer assets
18 to and from the LSN TRUST, and ERIC NELSON'S ALTER EGO TRUST.

19 127. As a direct and proximate result of the aforementioned wrongful conduct
20 of ERIC, LYNITA has sustained actual damages in excess of \$10,000.00.

21 128. In committing the acts alleged above, ERIC acted with oppression, fraud,
22 and malice, and LYNITA is entitled to punitive damages in an amount in excess of
23 \$10,000.00.

24 129. LYNITA has been required to employ the services of her attorneys to
25 protect her interests as set forth in this Pleading, and to file and prosecute this Pleading
26 on her behalf, and LYNITA thus is entitled to and should be awarded the reasonable
27 attorneys' fees and costs of suit she has incurred and will continue to incur in this
28 action.

1 **NINTH CLAIM FOR RELIEF**
2 **(UNJUST ENRICHMENT AGAINST ERIC, LANA, NOLA, AND**
3 **ERIC NELSON'S ALTER EGO TRUST)**

4 130. LYNITA repeats and re-alleges all matters asserted in paragraphs 1
5 through 129 of this Pleading as if fully set forth herein.

6 131. As alleged above, ERIC and ERIC NELSON'S ALTER EGO TRUST
7 received, and/or accepted possession of money and property belonging to ERIC and
8 LYNITA as community property.

9 132. ERIC's and ERIC NELSON'S ALTER EGO TRUST'S retention of such
10 money and property is against the fundamental principles of justice or equity and good
11 conscience.

12 133. As a direct and proximate result of the aforementioned acts, ERIC and
13 ERIC NELSON'S ALTER EGO TRUST have been unjustly enriched, to the detriment
14 of LYNITA, causing LYNITA actual damages in excess of \$10,000.00.

15 134. LYNITA has been required to employ the services of her attorneys to
16 protect her interests as set forth in this Pleading, and to file and prosecute this Pleading
17 on her behalf, and LYNITA thus is entitled to and should be awarded the reasonable
18 attorneys' fees and costs of suit she has incurred and will continue to incur in this
19 action.

20 **TENTH CLAIM FOR RELIEF**
21 **(BREACH OF ORAL CONTRACT AGAINST ERIC)**

22 135. LYNITA repeats and re-alleges all matters asserted in paragraphs 1
23 through 134 of this Pleading as if fully set forth herein.

24 136. On or about May 30, 2001, ERIC caused ERIC NELSON'S ALTER EGO
25 TRUST, and the LSN TRUST to be formed.

26 137. From May 30, 2001, to August 2011, ERIC represented to LYNITA and
27 agreed that all properties held by ERIC NELSON'S ALTER EGO TRUST, and the
28 LSN TRUST were the parties' community properties. Trusting her husband to protect
her and the community as he had repeatedly promised to do, LYNITA signed

1 documents presented to her to create the LSN TRUST, and to transfer assets to and
2 from the LSN TRUST, and ERIC NELSON'S ALTER EGO TRUST.

3 138. ERIC has attempted to breach, or has in fact breached the oral agreement
4 with LYNITA to maintain the parties' rights to community property assets despite
5 titling same in the name of ERIC NELSON'S ALTER EGO TRUST, by causing ERIC
6 NELSON'S ALTER EGO TRUST to assert that LYNITA and ERIC have no interest
7 in the assets held by ERIC NELSON'S ALTER EGO TRUST in the Instant Divorce
8 Action.

9 139. As a direct and proximate result of the aforementioned breach, LYNITA
10 has sustained actual damages in excess of \$10,000.00.

11 140. LYNITA has been required to employ the services of her attorneys to
12 protect her interests as set forth in this Pleading, and to file and prosecute this Pleading
13 on her behalf, and LYNITA thus is entitled to and should be awarded the reasonable
14 attorneys' fees and costs of suit she has incurred and will continue to incur in this
15 action.

16 **ELEVENTH CLAIM FOR RELIEF**
17 **(CONSPIRACY AGAINST ERIC, LANA, NOLA,**
18 **ROCHELLE, AND JOAN)**

19 141. LYNITA repeats and re-alleges all matters asserted in paragraphs 1
20 through 140 of this Pleading as if fully set forth herein.

21 142. ERIC directed and controlled the distribution of income and assets to and
22 from ERIC NELSON'S ALTER EGO TRUST, and the LSN TRUST, from May 30,
23 2001, through at least early 2011. ERIC's actions were committed to the detriment
24 of LYNITA, the LSN TRUST, and the community estate. Such acts include, but are
25 not limited to, the release of tens of thousands of dollars of trust income to ERIC and
26 other third parties, including ERIC's family members, during the time period October
27 1, 2001 through the present. Further, ERIC directed and controlled the release of trust
28 assets to fund ERIC's personal expenditures; directed and controlled the purchase of
assets with community funds only to later direct that title to such assets be held in the

1 name of ERIC NELSON'S ALTER EGO TRUST, or an entity wholly controlled by
2 ERIC NELSON'S ALTER EGO TRUST, rather than in ERIC's personal name, to
3 shield the assets from creditors and from distribution by this Court as part of this
4 Instant Divorce Action, inclusive of the transaction involving the Russell Road property
5 which has been discussed throughout this Instant Divorce Action; and directed and
6 controlled the transfer of assets between ERIC NELSON'S ALTER EGO TRUST, and
7 the LSN TRUST without compensation or for less than fair market value
8 compensation.

9 143. ERIC and one or more of ERIC's named co-conspirators, LANA, NOLA,
10 ROCHELLE, and JOAN, conspired with ERIC, knowingly agreed and consented to
11 ERIC's actions, and assisted ERIC to take such actions.

12 144. ERIC and one or more of ERIC's co-conspirators, LANA, NOLA,
13 ROCHELLE, and JOAN, knowingly and substantially assisted ERIC in fraudulently
14 conveying assets out of ERIC NELSON'S ALTER EGO TRUST and the LSN TRUST,
15 ignoring the provisions of ERIC NELSON'S ALTER EGO TRUST and the LSN
16 TRUST, and provisions of Nevada law, to the detriment of LYNITA, the LSN TRUST,
17 and the community estate. LYNITA, upon information and belief, and on that basis
18 alleges, that while the co-conspirators actions were directed and controlled by ERIC,
19 each co-conspirator was aware of her role in assisting ERIC to the detriment of
20 LYNITA, the LSN TRUST, and the community estate.

21 145. As a direct and proximate result of such actions by ERIC, LANA, NOLA,
22 ROCHELLE, and JOAN, LYNITA has sustained actual damages in excess of
23 \$10,000.00.

24 146. In committing the acts alleged above, ERIC, LANA, NOLA, ROCHELLE,
25 and JOAN acted with oppression, fraud, and malice, and LYNITA is entitled to
26 punitive damages in an amount in excess of \$10,000.00.

27 147. LYNITA has been required to employ the services of her attorneys to
28 protect her interests as set forth in this Pleading, and to file and prosecute this Pleading

1 on her behalf, and LYNITA thus is entitled to and should be awarded the reasonable
2 attorneys' fees and costs of suit she has incurred and will continue to incur in this
3 action.

4 **TWELFTH CLAIM FOR RELIEF**
5 **(CONCERT OF ACTION FOR BREACH OF FIDUCIARY DUTY, FRAUD,**
6 **AND CONVERSION AGAINST ERIC, LANA, NOLA, ROCHELLE, AND**
7 **JOAN)**

8 148. LYNITA repeats and re-alleges all matters asserted in paragraphs 1
9 through 147 of this Pleading as if fully set forth herein.

10 149. ERIC directed and controlled the distribution of income and assets to and
11 from ERIC NELSON'S ALTER EGO TRUST, and the LSN TRUST, from May 30,
12 2001, through at least early 2011. ERIC's actions were committed to the detriment
13 of LYNITA, the LSN TRUST, and the community estate. Such acts include, but are
14 not limited to, the release of tens of thousands of dollars of trust income to ERIC and
15 other third parties, including ERIC's family members, during the time period October
16 1, 2001 through the present. Further, ERIC directed and controlled the release of trust
17 assets to fund ERIC's personal expenditures; directed and controlled the purchase of
18 assets with community funds only to later direct that title to such assets be held in the
19 name of ERIC NELSON'S ALTER EGO TRUST, or an entity wholly controlled by
20 ERIC NELSON'S ALTER EGO TRUST, rather than in ERIC's personal name; and
21 directed and controlled the transfer of assets between ERIC NELSON'S ALTER EGO
22 TRUST, and the LSN TRUST without compensation or for less than fair market value
23 compensation.

24 150. ERIC and one or more of ERIC's co-conspirators, LANA, NOLA,
25 ROCHELLE, and JOAN, acted in concert with, knowingly agreed and allowed, and
26 substantially assisted ERIC to take the actions alleged above and throughout this
27 Pleading.

28 151. ERIC and one or more of ERIC's co-conspirators, LANA, NOLA,
ROCHELLE, and JOAN, knowingly and substantially assisted ERIC in fraudulently

1 conveying assets out of ERIC NELSON'S ALTER EGO TRUST, and the LSN TRUST,
2 in breaching fiduciary duties owed to LYNITA, and in converting community assets to
3 ERIC NELSON'S ALTER EGO TRUST, to the detriment of LYNITA, the LSN
4 TRUST, and the community estate. LYNITA, upon information and belief, and on
5 that basis alleges, that while the co-conspirators actions were directed and controlled
6 by ERIC, each of the co-conspirators was aware of her role in assisting ERIC to the
7 detriment of LYNITA, the LSN TRUST, and the community estate.

8 152. As a direct and proximate result of such actions by ERIC, LANA, NOLA,
9 ROCHELLE, and JOAN, LYNITA has sustained actual damages in excess of
10 \$10,000.00.

11 153. In committing the acts alleged above, ERIC, LANA, NOLA, ROCHELLE,
12 and JOAN acted with oppression, fraud, and malice, and LYNITA is entitled to
13 punitive damages in an amount in excess of \$10,000.00.

14 154. LYNITA has been required to employ the services of her attorneys to
15 protect her interests as set forth in this Pleading, and to file and prosecute this Pleading
16 on her behalf, and LYNITA thus is entitled to and should be awarded the reasonable
17 attorneys' fees and costs of suit she has incurred and will continue to incur in this
18 action.

19 **THIRTEENTH CLAIM FOR RELIEF**
20 **(AIDING AND ABETTING BREACH OF FIDUCIARY DUTY, FRAUD, AND**
CONVERSION AGAINST ERIC, LANA, NOLA, ROCHELLE, AND JOAN)

21 155. LYNITA repeats and re-alleges all matters asserted in paragraphs 1
22 through 154 of this Pleading as if fully set forth herein.

23 156. ERIC directed and controlled the distribution of income and assets to and
24 from ERIC NELSON'S ALTER EGO TRUST, and the LSN TRUST, from May 30,
25 2001, through at least early 2011. ERIC's actions were committed to the detriment
26 of LYNITA, the LSN TRUST, and the community estate. Such acts include, but are
27 not limited to, the release of tens of thousands of dollars of trust income to ERIC and
28 other third parties, including ERIC's family members, during the time period October

1 1, 2001 through the present. Further, ERIC directed and controlled the release of trust
2 assets to fund ERIC's personal expenditures; directed and controlled the purchase of
3 assets with community funds only to later direct that title to such assets be held in the
4 name of ERIC NELSON'S ALTER EGO TRUST, or an entity wholly controlled by
5 ERIC NELSON'S ALTER EGO TRUST, rather than in ERIC's personal name; and
6 directed and controlled the transfer of assets between ERIC NELSON'S ALTER EGO
7 TRUST, and the LSN TRUST without compensation or for less than fair market value
8 compensation.

9 157. ERIC and one or more of ERIC's co-conspirators, LANA, NOLA,
10 ROCHELLE, and JOAN, aided and abetted ERIC, and knowingly agreed and allowed
11 and substantially assisted ERIC to take the actions alleged above and throughout this
12 Pleading.

13 158. ERIC and one or more of ERIC's co-conspirators, LANA, NOLA,
14 ROCHELLE, and JOAN, knowingly and substantially assisted ERIC in fraudulently
15 conveying assets out of ERIC NELSON'S ALTER EGO TRUST, and the LSN TRUST,
16 in breaching fiduciary duties owed to LYNITA, and in converting community assets to
17 ERIC NELSON'S ALTER EGO TRUST, to the detriment of LYNITA, the LSN
18 TRUST, and the community estate. LYNITA, upon information and belief, and on
19 that basis alleges, that while the co-conspirators actions were directed and controlled
20 by ERIC, each of the co-conspirators was aware of her role in assisting ERIC to the
21 detriment of LYNITA, the LSN TRUST, and the community estate.

22 159. As a direct and proximate result of such actions by ERIC, LANA, NOLA,
23 ROCHELLE, and JOAN, LYNITA has sustained actual damage in excess of
24 \$10,000.00.

25 160. In committing the acts alleged above, ERIC, LANA, NOLA, ROCHELLE,
26 and JOAN acted with oppression, fraud, and malice, and LYNITA is entitled to
27 punitive damages in an amount in excess of \$10,000.00.

28 ...

1 161. LYNITA has been required to employ the services of her attorneys to
2 protect her interests as set forth in this Pleading, and to file and prosecute this Pleading
3 on her behalf, and LYNITA thus is entitled to and should be awarded the reasonable
4 attorneys' fees and costs of suit she has incurred and will continue to incur in this
5 action.

6 **FOURTEENTH CLAIM FOR RELIEF**
7 **(CONSTRUCTIVE TRUST AGAINST ERIC, LANA, NOLA, AND**
8 **ERIC NELSON'S ALTER EGO TRUST)**

9 162. LYNITA repeats and re-alleges all matters asserted in paragraphs 1
through 161 of this Pleading as if fully set forth herein.

10 163. For the reasons set forth above, the assets, income, profits, rents, and fees
11 received by ERIC, or any of ERIC's intricate web of entities, including ERIC
12 NELSON'S ALTER EGO TRUST, belong, in good conscious, to ERIC and LYNITA
13 and are subject to division by this Court in this Instant Divorce Action.

14 164. For the reasons set forth above, all of ERIC NELSON'S ALTER EGO
15 TRUST's assets, including its interest in any third-party entity and real property,
16 belong, in good conscious, to ERIC and LYNITA and are subject to division by this
17 Court in this Instant Divorce Action.

18 165. ERIC NELSON'S ALTER EGO TRUST has wrongfully asserted
19 ownership and dominion over ERIC's and LYNITA's assets, and ERIC has retained
20 control of such assets, their revenues, or other proceeds for himself to the detriment of
21 LYNITA and the community estate.

22 166. In equity, a constructive trust in favor of LYNITA and the community
23 estate should be imposed over all assets in the possession or control of ERIC, and ERIC
24 NELSON'S ALTER EGO TRUST, and over all assets in the possession or control of
25 other entities or instrumentalities which are owned or controlled, directly or indirectly,
26 by ERIC and/or ERIC NELSON'S ALTER EGO TRUST.

27 167. LYNITA has been required to employ the services of her attorneys to
28 protect her interests as set forth in this Pleading, and to file and prosecute this Pleading

1 on her behalf, and LYNITA thus is entitled to and should be awarded the reasonable
2 attorneys' fees and costs of suit she has incurred and will continue to incur in this
3 action.

4 **FIFTEENTH CLAIM FOR RELIEF**
5 **(INJUNCTIVE RELIEF AGAINST ERIC, LANA, NOLA AND**
6 **ERIC NELSON'S ALTER EGO TRUST)**

7 168. LYNITA repeats and re-alleges all matters asserted in paragraphs 1
8 through 167 of this pleading as if fully set forth herein.

9 169. The above referenced allegations demonstrate that ERIC and the co-
10 conspirators are ready, willing, and able to dissipate the assets of ERIC NELSON'S
11 ALTER EGO TRUST for improper expenditures on ERIC's behalf, and for excessive
12 and extravagant personal expenditures on behalf of ERIC NELSON'S ALTER EGO
13 TRUST (such as continued funding of improvements to the Bella Kathryn property,
14 and ERIC's personal vendetta through litigation against Paul Alanis, Jess Ravitch, the
15 Manesses and any other third person whom ERIC believes has wronged him) all to the
16 detriment of LYNITA and the community estate.

17 170. LYNITA and the community estate face the prospect of immediate,
18 severe, and irreparable injury should ERIC be allowed to continue his current course
19 of conduct with respect to ERIC NELSON'S ALTER EGO TRUST. By way of example
20 only, the injuries include the threat of complete dissipation of the Mellon bank account
21 and line of credit to fund litigation, assets which rightfully belong to LYNITA and the
22 community estate. Given ERIC's continuing conduct with respect to ERIC NELSON'S
23 ALTER EGO TRUST, LYNITA and the community estate lack adequate remedies at
24 law to address ERIC's wrongful conduct. As such, LYNITA seeks the entry of a
25 temporary restraining order, preliminary injunction, and permanent injunction.

26 171. LYNITA has been required to employ the services of her attorneys to
27 protect her interests as set forth in this Pleading, and to file and prosecute this Pleading
28 on her behalf, and LYNITA thus is entitled to and should be awarded the reasonable

...

1 attorneys' fees and costs of suit she has incurred and will continue to incur in this
2 action.

3 WHEREFORE, LYNITA SUE NELSON requests judgment as follows:

4 1. That ERIC NELSON'S ALTER EGO TRUST take nothing by way of the
5 Fugitive Pleading filed by ERIC NELSON'S ALTER EGO TRUST;

6 2. That the veil between ERIC and ERIC NELSON'S ALTER EGO TRUST
7 be pierced, and that ERIC NELSON'S ALTER EGO TRUST be declared to be ERIC's
8 alter ego;

9 3. Declaring that ERIC NELSON'S ALTER EGO TRUST is an illusory,
10 sham trust and not a valid, self-settled, Nevada spendthrift trust, and that the assets
11 of ERIC NELSON'S ALTER EGO TRUST are LYNITA's and ERIC's community
12 property, subject to division by this Court in the Instant Divorce Action;

13 4. Imposing a constructive trust on any property titled in the name of ERIC
14 NELSON'S ALTER EGO TRUST, and all other properties which are in the possession
15 or control of ERIC, and ERIC NELSON'S ALTER EGO TRUST, or in the possession
16 or control of other entities or instrumentalities which are owned or controlled, directly
17 or indirectly, by ERIC or ERIC NELSON'S ALTER EGO TRUST;

18 5. Entering a temporary restraining order, preliminary injunction, and
19 permanent injunction barring ERIC and ERIC NELSON'S ALTER EGO TRUST from
20 disposing of any assets held in ERIC NELSON'S ALTER EGO TRUST, or the LSN
21 TRUST;

22 6. Awarding judgment against ERIC, ERIC NELSON'S ALTER EGO
23 TRUST, LANA MARTIN, NOLA HARBER, ROCHELLE McGOWAN, and JOAN B.
24 RAMOS, jointly and severally, for all damages sustained by LYNITA and the
25 community estate by the conduct described herein in an amount in excess of
26 \$10,000.00, the exact amount of which to be proven at trial;

27 7. Awarding LYNITA punitive damages in an amount in excess of
28 \$10,000.00, the exact amount of which to be proven at trial;

8. For an award to LYNITA of the reasonable attorneys' fees and costs of suit she has incurred and will continue to incur in this action; and

9. For such other and further relief as the Court deems just, equitable and proper in the premises.

DATED this 20th day of December, 2011.

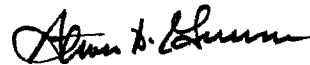
THE DICKERSON LAW GROUP

By Paul Karacsonyi
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000845
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
JOSEF M. KARACSONYI, ESQ.
Nevada Bar No. 010634
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for LYNITA SUE NELSON

Exhibit “C”

1 ANS
MARK A. SOLOMON, ESQ.
2 Nevada State Bar No. 0418
E-mail: msolomon@sdfnvlaw.com
3 JEFFREY P. LUSZECK
Nevada State Bar No. 9619
4 E-mail: jluszeck@sdfnvlaw.com
SOLOMON DWIGGINS FREER & MORSE, 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 Lana Martin, Distribution Trustee
of the ERIC L. NELSON NEVADA TRUST
9 dated May 30, 2001

Electronically Filed
08/19/2011 03:05:20 PM



CLERK OF THE COURT

10
11 DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 ERIC L. NELSON,) Case No. D-411537
14 Plaintiff/Counterdefendant,) Dept. No. O
15 vs.)
16 LYNITA SUE NELSON, LANA MARTIN,)
17 as Distribution Trustee of the ERIC L.)
18 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.)

25
26 **ANSWER TO COMPLAINT FOR DIVORCE AND COUNTERCLAIM AND CROSS-**
27 **CLAIM**

28 Lana Martin, Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May

30, 2001 ("TRUST"), by and through her counsel, Solomon Dwiggins Freer & Morse, Ltd., Answers Plaintiff Eric L. Nelson's Complaint for Divorce as follows:

1. The TRUST lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraphs I, II, III, IV, V, VI, VII, VIII, X, XII, XIII and XIV.

2. As to Paragraph IX, the TRUST denies that the assets belonging to the TRUST are the "community property of the parties."

3. As to Paragraph XI, the TRUST denies that the assets belonging to the TRUST are the "separate property of the parties."

AFFIRMATIVE DEFENSES

1. The Complaint fails to state a claim on which any relief can be granted against the TRUST and should therefore be dismissed.

2. The Causes of Action are barred by the statute of limitations.

3. The Causes of Action are barred by the doctrine of laches and/or any other equitable defense.

4. The Parties have waived any potential claims against the TRUST.

5. Pursuant to NRCP 11, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of this Answer, and therefore, the TRUST reserves his right to amend the Answer to assert additional affirmative defenses as subsequent investigation warrants.

COUNTERCLAIM AND CROSS-CLAIM

Lana Martin, Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001 ("TRUST"), by and through her counsel, Solomon Dwiggins Freer & Morse, Ltd., hereby complains against Eric L. Nelson and Lynita S. Nelson as follows:

1. Upon information and belief, Counterdefendant Eric L. Nelson, is a resident of Clark County, Nevada.

2. Upon information and belief, Crossdefendant Lynita S. Nelson, is a resident of Clark County, Nevada.

1 3. Counterclaimant/Cross-Claimant, Lana Martin, Distribution Trustee of the TRUST,
2 is a resident of Clark County, Nevada.

3 4. On May 30, 2001, the TRUST was established by Eric L. Nelson. The Eric L.
4 Nelson Trust is a single-settlor spendthrift trust established pursuant to NRS 166 for the benefit of
5 Eric L. Nelson and his five children.

6 5. The TRUST is irrevocable and "may not be altered, amended or revoked." The
7 TRUST was funded, in part, by assets that were wholly owned by the ERIC L. NELSON
8 SEPARATE PROPERTY TRUST dated July 13, 1993.

9 6. The TRUST is a separate and distinct legal entity, and neither Eric L. Nelson nor
10 Lynita S. Nelson have a legal estate in the capital, principal or corpus of the TRUST.

11 **FIRST CLAIM FOR RELIEF**

12 7. Counterclaimant/Cross-Claimant repeats and realleges each and every allegation
13 contained in the preceding paragraphs of this Counterclaim/Cross-Claim, incorporates them by
14 reference, and further alleges as follows:

15 8. Upon information and belief, Eric L. Nelson and/or Lynita S. Nelson contend that
16 some or all of the assets owned by the TRUST are community property and/or separate property,
17 and as such, are subject to division in the instant divorce proceeding.

18 9. A ripe case in controversy exists between Counterclaimant/Cross-Claimant and Eric
19 L. Nelson and Lynita S. Nelson regarding their community property and/or separate property
20 interest, if any, in the TRUST.

21 10. Pursuant to NRS 30.040, Counterclaimant/Cross-Claimant seeks a declaratory
22 judgment that the TRUST is a valid self-settled spendthrift trust duly established pursuant to NRS
23 166, and that neither Eric L. Nelson nor Lynita S. Nelson have a community property and/or
24 separate property interest therein.

25 11. As a result of the allegations herein, Counterclaimant/Cross-Claimant has been
26 compelled to retain the services of counsel in order to institute and prosecute these proceedings, and
27 to retain expert consultants and witnesses as reasonably necessary to prove its case, thus entitling
28 Counterclaimant/Cross-Claimant to an award of attorneys' fees and costs in amounts to be

1 established at the time of trial.

2 12. Counterclaimant/Cross-Claimant is entitled to recover damages, including but not
3 limited to, attorneys' fees, statutory interest, and any costs expended in pursuit of this
4 Counterclaim/Cross-Claim.

5 **WHEREFORE**, Counterclaimant/Cross-Claimant pray for judgment as follows:

6 1. For a declaratory judgment that the ERIC L. NELSON NEVADA TRUST dated May
7 30, 2001, is a valid self-settled spendthrift trust duly established pursuant to NRS 166, and that
8 neither Eric L. Nelson nor Lynita S. Nelson have a community property and/or separate property
9 interest therein;

10 2. For reasonable attorneys' fees and costs incurred in the prosecution of this matter;
11 and

12 3. For such order and further relief as this Court deems just and proper.

13 DATED this 19th day of August, 2011.

14 SOLOMON DWIGGINS FREER & MORSE, LTD.

15 By: 

16 MARK A. SOLOMON, ESQ.

17 Nevada State Bar No. 0418

18 JEFFREY P. LUSZECK

19 Nevada State Bar No. 9619

20 Cheyenne West Professional Centre'

21 9060 West Cheyenne Avenue

22 Las Vegas, Nevada 89129

23 Attorneys for Lana Martin, Distribution Trustee
24 of the ERIC L. NELSON NEVADA TRUST
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 COMPLAINT FOR DIVORCE AND COUNTERCLAIM AND CROSS CLAIM** was
4 made on this 19 day of August, 2011, by sending a true and correct copy of the same by United
5 States Postal Service, first class postage fully prepaid, to the following at his last known address
6 as listed below:

7
8 David A. Stephens, Esq.
9 Stephens, Gourley & Bywater
10 3636 N. Rancho Drive
11 Las Vegas, NV 89130

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

12
13 
14 An employee of SOLOMON DWIGGINS FREER & MORSE, LTD.
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit “B”

1 ANS
2 THE DICKERSON LAW GROUP
3 ROBERT P. DICKERSON, ESQ.
4 Nevada Bar No. 000945
5 DENISE L. GENTILE, ESQ.
6 Nevada Bar No. 004271
7 1745 Village Center Circle
8 Las Vegas, Nevada 89134
9 (702) 388-8600

FILED

JUN 22 3 13 PM '09

Erin D. Smith
CLERK OF THE COURT

10 Attorneys for Defendant, Lynita Sue Nelson

11 DISTRICT COURT
12 FAMILY DIVISION

13 CLARK COUNTY, NEVADA

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

CASE NO. D-09-411637-D
DEPT NO. "O"

ANSWER TO COMPLAINT
FOR DIVORCE AND
COUNTERCLAIM FOR
DIVORCE and DECLARATORY
RELIEF

19 ANSWER TO COMPLAINT FOR DIVORCE

20 COMES NOW Defendant, LYNITA SUE NELSON ("LYNITA") or
21 "Defendant"), by and through her attorneys, ROBERT P. DICKERSON, ESQ., and
22 DENISE L. GENTILE, ESQ., of THE DICKERSON LAW GROUP, and as and for her
23 Answer to the Complaint for Divorce (the "Complaint") filed herein by Plaintiff, ERIC
24 L. NELSON ("ERIC" or "Plaintiff"), admits, denies, alleges, and states as follows:

25 1. Defendant denies all allegations of Plaintiff's Complaint not
26 specifically admitted herein.

27 2. Answering paragraphs 1, 2, 3, 4, 5, 13, and 15 of the Complaint,
28 Defendant admits each and every allegation contained therein.

1 3. Answering paragraphs 8, 11, and 14 of the Complaint, Defendant
2 generally and specifically denies each and every allegation contained therein.

3 4. Answering paragraph 6 of the Complaint, Defendant admits the
4 allegations contained therein that both parents have an obligation to support said
5 minor children to age of majority, or if attending high school until the age of 19 years
6 whichever occurs first. However, Defendant affirmatively alleges that Plaintiff is well-
7 able to pay, as and for support and maintenance of the parties' minor children, an
8 amount not less than twenty five percent (25%) of his average gross monthly income
9 from all sources, but in no event less than \$100.00 per month, per child. Such child
10 support is necessary in order to allow the children to maintain their present lifestyle
11 and standard of living. LYNITA requires such child support in order to provide and
12 maintain housing, food, clothing, maintenance, necessities, and incidentals for the
13 parties' minor children. ERIC additionally is well-able to provide major medical and
14 health insurance coverage for the children and to pay all the children's medical,
15 surgical, dental, optical, psychological and orthodontic expenses not otherwise covered
16 by such insurance.

17 5. Answering paragraph 7 of the Complaint, Defendant admits that Plaintiff
18 should continue to provide major medical insurance coverage for the minor children
19 herein. With respect to the remaining allegations contained in paragraph 7 of the
20 Complaint, Defendant generally and specifically denies each and every allegation
21 contained therein; and, Defendant affirmatively alleges that Plaintiff should pay all of
22 the children's medical, surgical, dental, optical, psychological and orthodontic expenses
23 not otherwise covered by such insurance

24 ...

25 ...

26 ...

27 ...

28 ...

1 6. Answering paragraph 9 of the Complaint, Defendant admits that there is
2 community property of the parties herein to be adjudicated by the Court, but denies
3 that the full nature and extent of such community property is unknown to Plaintiff at
4 this time.

5 7. Answering paragraph 10 of the Complaint, Defendant admits that there
6 are community and joint debts of the parties herein to be adjudicated by the Court, but
7 denies that the full nature and extent of such community and joint debts are unknown
8 to Plaintiff at this time.

9 8. Answering paragraph 12 of the Complaint, Defendant is without sufficient
10 knowledge or information upon which to form a belief as to the truth of the allegations
11 contained therein, and, therefore, Defendant respectfully denies the same.

12 COUNTERCLAIM FOR DIVORCE AND FOR A DECLARATORY DECREE

13 COUNTERCLAIM FOR DIVORCE

14 COMES NOW Counterclaimant, LYNITA SUE NELSON ("LYNITA"), and as
15 and for her Counterclaim for Divorce against the Counterdefendant, ERIC L. NELSON
16 ("ERIC"), alleges and states as follows:

17 I.

18 LYNITA is, and for more than six weeks immediately preceding the
19 commencement of this action and the verification and filing of this Counterclaim for
20 Divorce has been, an actual bona fide resident and domiciliary of the County of Clark,
21 State of Nevada, and during all of said period of time LYNITA had and still has the
22 intent to make the State of Nevada her home, residence and domicile for an indefinite
23 period of time.

24 II.

25 LYNITA and ERIC were duly and legally married in St. George, Utah, on or
26 about the 17th day of September, 1983, and ever since said date have been and are now
27 husband and wife.

28 ...

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

III.

There are are two (2) minor children born the issue of the parties' marriage, namely: Garrett Nelson, born September 13, 1994; and Carli Ann Nelson, born October 17, 1997. LYNITA is not pregnant, and the parties have no other children the issue of the parties' relationship, including any adopted children, who have yet to reach the legal age of majority as of the date of the filing of this Counterclaim for Divorce. The parties have three (3) adult children the issue of their marriage to each other, namely: Amanda Stromberg, Aubrey Nelson, and Erica Nelson, all of whom were raised primarily by LYNITA during the parties' lengthy marital relationship.

IV.

All questions relating to custody of the parties minor children have been resolved by that certain Stipulated Parenting Agreement ("Parenting Agreement") entered into by and between LYNITA and ERIC on October 15, 2008. A copy of the parties' Parenting Agreement is attached hereto as Exhibit I. At the time of trial of this divorce matter, the parties' Parenting Agreement, or a copy thereof, will be offered into evidence for the purpose of having the Court ratify, confirm and approve the same, and such Agreement should be incorporated and merged into the Court's Decree of Divorce.

V.

ERIC is a skilled real estate developer, investor, and business entrepreneur and is well-able to pay, as and for support and maintenance of the parties' minor children, an amount not less than twenty five percent (25%) of his average gross monthly income from all sources, but in no event less than \$100.00 per month, per child. Such child support is necessary in order to allow the children to maintain their present lifestyle and standard of living. LYNITA requires such child support in order to provide and maintain housing, food, clothing, maintenance, necessities, and incidentals for the parties' minor children. ERIC additionally is well-able to provide major medical and health insurance coverage for the children and to pay all the children's medical, surgical, dental, optical, psychological and orthodontic expenses not otherwise covered

1 by such insurance. ERIC further is able to maintain one or more life insurance policies
2 insuring his life in an amount sufficient to secure and provide for the payment of such
3 child support should ERIC die prior to the children reaching the age of majority.
4 LYNITA should be the irrevocable beneficiary of such life insurance, with LYNITA to
5 use any life insurance proceeds received therefrom for the benefit of the parties'
6 children .

7 VI.

8 LYNITA is financially dependent upon ERIC for her support. LYNITA is
9 without professional skills with which to support herself, and is financially unable to
10 support herself and the parties' minor children. LYNITA, thus, is entitled to an award
11 of alimony pendente lite, permanent alimony, rehabilitative alimony, and other support
12 and maintenance from ERIC in such amounts that LYNITA is able to live as nearly as
13 possible to the station in life she has enjoyed during the parties' marriage. Moreover,
14 ERIC is financially able, and should be ordered to pay, a sufficient sum necessary to
15 maintain LYNITA and the parties' minor children in the standard to which they have
16 become accustomed. The Court should make a permanent alimony award in such
17 amount as to equalize the income of the parties, as recognized by the Nevada Supreme
18 Court in *Gardner v. Gardner*, 110 Nev. 1053, 881 P.2d 645 (1994). Such alimony
19 payments should continue until the death of LYNITA. ERIC additionally is well-able
20 to provide major medical and health insurance coverage for LYNITA and to pay all
21 medical, surgical, dental, optical, psychological, and orthodontic expenses not otherwise
22 covered by such insurance. ERIC further is able to maintain one or more life insurance
23 policies insuring his life in an amount sufficient to secure and provide for the payment
24 of such support, with LYNITA being the irrevocable beneficiary thereof.

25 VII.

26 There is certain community and jointly owned property of the parties, the full
27 character, nature, and extent of which currently are unknown to LYNITA, and the
28 same should be adjudicated by the Court. Pursuant to NRS 125.150(1), *Putterman v.*

1 *Putterman*, 113 Nev. 606, 939 P.2d 1047 (1997), and *Lofgren v. Lofgren*, 112 Nev. 1282,
2 926 P.2d 296 (1996), compelling circumstances exist which support an award to
3 LYNITA of greater than one-half (½) of the community and jointly owned property of
4 the parties. Such compelling circumstances include, but are not limited to, ERIC 's
5 waste, dissipation, and/or concealment of community and jointly held property,
6 LYNITA's inability to obtain access to information regarding community and jointly
7 held property; LYNITA's inability to actually receive her one-half (½) share of any
8 community and jointly owned property; and the condition in which LYNITA will be
9 left following the divorce.

10 VIII.

11 There may be other assets which are LYNITA's separate property; however,
12 LYNITA currently is unaware of the full character, nature, and extent of such
13 additional separate property. All LYNITA's separate property should be confirmed to
14 LYNITA as her sole and separate property.

15 IX.

16 There are community and joint debts and financial obligations of the parties, the
17 full character, nature, and extent of which currently are unknown to LYNITA, and the
18 same should be adjudicated by the Court.

19 X.

20 The Court should issue its Joint Preliminary Injunction enjoining the parties
21 from transferring, encumbering, concealing, selling or otherwise disposing of any of the
22 joint, common or community property of the parties, or any property which is the
23 subject of a claim of community interest, except in the usual course of business or for
24 the necessities of life, without the written consent of the parties or the permission of
25 the Court.

26 XI.

27 It has been necessary for LYNITA to retain the services of attorneys to represent
28 her in this divorce action. The Court should award LYNITA the reasonable attorneys'

1 fees, expert fees, and costs of suit she has incurred and will continue to incur as a result
2 of this divorce action. Such fees and costs are necessary and essential to afford LYNITA
3 her day in court without destroying her financial position and to allow her to meet
4 ERIC in the courtroom on the equal basis to which she is entitled pursuant to *Sargeant*
5 *v. Sargeant*, 88 Nev. 223, 227, 495 P.2d 618 (1972).

6 XII.

7 LYNITA and ERIC are incompatible in their tastes, natures, views, likes and
8 dislikes, which have become so widely separate and divergent that the parties have been
9 and currently are incompatible to such an extent that it now appears that there is no
10 possibility of reconciliation between LYNITA and ERIC. There currently remains such
11 an incompatible temperament between LYNITA and ERIC that a happy marital
12 relationship can no longer exist.

13 DECLARATORY RELIEF

14 XIII.

15 LYNITA repeats, re-alleges, and incorporates herein by reference each allegation
16 contained in Paragraphs I through XII, of her Counterclaim as though stated in full
17 herein.

18 XIV.

19 On or about April 28, 1993, ERIC induced LYNITA to execute a document
20 titled "Separate Property Agreement" hereinafter ("Agreement").

21 XV.

22 At the time of the execution of such purported agreement, ERIC represented to
23 LYNITA that such Agreement was not intended to fix community property rights of
24 the parties, but was being executed for purposes of asset protection from third party
25 claims.

26 XVI.

27 At that time that ERIC induced LYNITA to execute such purported agreement,
28 ERIC may have known that those representations may have been false when made.

1 XVII.

2 At that time that ERIC induced LYNITA to execute such purported agreement,
3 ERIC may have made those representations with the intent that LYNITA rely upon
4 such representations which may have been false when made.

5 XVIII.

6 At that time that ERIC induced LYNITA to execute such purported agreement,
7 LYNITA fully relied upon such representations which may have been false when made.

8 XIX.

9 ERIC's representations, and each of them, may have been designed to prevent
10 LYNITA from adequately protecting her own interests by preventing LYNITA from
11 among other things, conducting a full investigation into the extent and value of the
12 community property and interests which were then and their stated to be divided, and
13 securing adequate legal representation, amongst other measures, both before and after
14 the execution of such purported Agreement.

15 XX.

16 A full disclosure of the value of the property and debt which was purportedly
17 being transferred under such purported separate property agreement was never made
18 from ERIC to LYNITA.

19 XXI.

20 A full disclosure of the full extent and value of the community property and debt
21 in existence at the time of the execution of the purported Agreement was never made
22 by ERIC to LYNITA.

23 XXII.

24 A full disclosure of the full extent and value of the community property and/or
25 separate property and debt, if any exists, has never made by ERIC to LYNITA.

26 ...

27 ...

28

1 XXIII.

2 At all times herein mentioned, ERIC has, and has had, full knowledge, control
3 and understanding of the extent and value of the community property and debt of the
4 parties.

5 XXIV.

6 Notwithstanding the purported Agreement, ERIC continued to devote
7 community time, effort, and expertise to the development and growth of the
8 community property which was purported to be allocated to each party as well as both
9 parties' alleged sole and separate property under the purported agreement.

10 XXV.

11 ERIC continued and does continue to exercise total and absolute control over
12 the property of the parties, either individually or through numerous and various trusts
13 which have since been created by him or at his behest, including such property as was
14 purported to be allocated to each party as that parties' sole and separate property,
15 treating all such property as community.

16
17 XXVI.

18 No consideration, or insufficient consideration was exchanged for such
19 Agreement.

20 XXVII.

21 The community property of the parties which is purported to be divided by such
22 Agreement has been co-mingled to such a degree that it is impossible to distinguish
23 which property, if any, would be allocated as separate property to each of the parties
24 under the purported agreement, if any.

25 XXVIII.

26 Upon ERIC's decision to seek a divorce from LYNITA, ERIC has indicated his
27 intent to seek enforcement of the parties' alleged Agreement, whereby placing the
28 interpretation, validity, and enforceability of such Agreement at issue.

1 XXIX.

2 A controversy exists as to the interpretation, validity, and enforceability of such
3 Agreement whereby LYNITA seeks a Declaration from this Court as to such
4 Agreement's interpretation and that said Agreement is null and void, of no cause or
5 effect, invalid, and unenforceable.

6 XXX.

7 A controversy exists with regard to whether the Agreement was procured by
8 fraud.

9 XXXI.

10 A controversy exists with regard to whether the Agreement was abandoned
11 whether at its inception or an in the sixteen (16) years that followed.

12 XXXII.

13 In accordance with NRS 30.010 *et seq.*, LYNITA is entitled to a Declaratory
14 Judgment that said Agreement is null and void, of no cause or effect, invalid, and
15 unenforceable.

16 XXXIII.

17 In accordance with NRS 30.010 *et seq.*, LYNITA is entitled to a Declaratory
18 Judgment as to whether the Agreement was procured through fraud.

19 XXXIV.

20 In accordance with NRS 30.010 *et seq.*, LYNITA is entitled to a Declaratory
21 Judgment that the Agreement has been abandoned.

22 XXXV.

23 In accordance with NRCP 57 LYNITA requests a speedy hearing on this request
24 for Declaratory Relief in accordance with NRCP 57.

25 XXXVI.

26 LYNITA has been required to retain the services of attorneys to represent her
27 to prosecute this action, and therefore is entitled to an award of attorneys' fees and
28 costs of suit incurred herein.

1 WHEREFORE, LYNITA respectfully prays that the Court enter judgment as
2 follows:

3 1. That ERIC take nothing by virtue of his Complaint for Divorce filed in
4 this action.

5 2. That the bonds of matrimony now and heretofore existing between
6 LYNITA and ERIC be dissolved, set aside and forever held for naught, and that
7 LYNITA be awarded a Decree of Divorce and the parties hereto and each of them be
8 restored to their status of being a single, unmarried person.

9 3. That the Stipulated Parenting Agreement entered into by and between the
10 parties on or about October 15, 2008, be ratified, confirmed and approved by the
11 Court, and be incorporated and merged into and become a part of the Court's Decree
12 of Divorce to the same extent as if fully set forth therein.

13 4. That LYNITA and ERIC be awarded joint legal custody of the parties'
14 minor children, with LYNITA having primary physical custody of the children, subject
15 to ERIC's right of reasonable specified visitation, with such custodial and timeshare
16 arrangements being as set forth in (the Stipulated Parenting Agreement) Exhibit 1
17 attached hereto.

18 5. That ERIC be ordered to pay to LYNITA, as and for support of the
19 parties' minor children, at least twenty five percent (25%) of his average gross monthly
20 income from all sources.

21 6. That ERIC continue to provide and maintain major medical and health
22 insurance coverage for the parties' minor children and to pay all the children's medical,
23 surgical, dental, orthodontic, optical, and psychological expenses not covered by such
24 insurance.

25 7. That ERIC be ordered to provide one or more life insurance policies
26 insuring his life in an amount sufficient to provide for the child support awarded to
27 LYNITA by this Court, with LYNITA to use any life insurance proceeds received
28 therefrom for the benefit of the parties' children.

1 8. That ERIC be ordered to pay such other sum necessary for the support
2 of the parties' children as the Court determines to be just and reasonable under the
3 circumstances.

4 9. That ERIC be ordered to pay alimony and spousal support to LYNITA
5 as requested in this Counterclaim for Divorce, and in such amounts sufficient to
6 maintain LYNITA and the parties' minor children in the standard to which they have
7 become accustomed.

8 10. That the Court equitably divide the parties' community and jointly owned
9 property by awarding LYNITA with greater than one-half ($\frac{1}{2}$) of all such community
10 and jointly owned property, taking into consideration the condition in which the
11 parties will be left after their divorce and all other compelling circumstances supporting
12 such an unequal division.

13 11. That the Court confirm to LYNITA her separate property.

14 12. That the Court equally equitably divide the community and joint debts
15 of the parties.

16 13. That the Court issue its Joint Preliminary Injunction enjoining the parties
17 from transferring, encumbering, concealing, selling or otherwise disposing of any of the
18 joint, common or community property of the parties, or any property which is the
19 subject of a claim of community interest, except in the usual course of business or for
20 the necessities of life, without the written consent of the parties or the permission of
21 the Court.

22 14. That LYNITA be awarded the reasonable attorneys' fees, expert fees,
23 and costs incurred by LYNITA in this action.

24 15. For a Declaration that the purported Separate Property Agreement
25 executed on or about April 28, 1993, is null and void, not valid, is not enforceable, has
26 been abandoned, and as otherwise pled under Paragraphs XXXII-XXXIV of LYNITA's
27 Counterclaim.

28 ...

1 16. For an expedited hearing on her request for Declaratory Relief in
2 accordance with NRCP 57.

17. For such other and further relief as the Court may determine to be just and proper in the premises.

5 DATED this 22nd day of June, 2009.

THE DICKERSON LAW GROUP

By Kenise L. Linder
ROBERT DICKERSON, ESQ.

ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
DENISE L. GENTILE, ESQ.
Nevada Bar No. 004271
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for Defendant/
Counterclaimant

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RECEIPT OF COPY

RECEIPT OF COPY of the foregoing Answer and Counterclaim is hereby
acknowledged on this 22 day of June, 2009. 01:12pm.

ECKER & KAINEN, CHTD.

Howard Ecker

By

[Signature]

HOWARD ECKER, ESQ.

Nevada Bar No. 01207

300 S. Fourth Street, Suite 901

Las Vegas, Nevada 89101

Attorneys for Plaintiff

[illegible][illegible][illegible]

1
 2
 3
 4
 5
 6
 7
 8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100
 101
 102
 103
 104
 105
 106
 107
 108
 109
 110
 111
 112
 113
 114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525

1 responsibilities and rights insofar as the children are concerned. Each parent agrees to
2 communicate and cooperate with the other parent with respect to all matters relating to
3 their children. The parents understand and agree that the best interests of their children
4 will be served by the parents continuing to openly and freely communicate with each
5 other in a civil manner and to cooperate with each other in raising their children.
6

7 I. LEGAL CUSTODY PROVISIONS:

8 The parents shall have joint legal custody of the minor children, which entails the
9 following:
10

11 Each parent shall consult and cooperate with the other in substantial questions
12 relating to religious upbringing, educational programs, significant changes in social
13 environment, and health care of the children. The parents agree that the children shall
14 continue to be raised in the LDS faith. Further, in raising the children, both parents
15 express their desire and intent to incorporate the principles found in the *Strength of the*
16 *Youth* pamphlet as a guideline for conduct.
17

18 Each parent shall have access to medical and school records pertaining to their
19 children and be permitted to independently consult with any and all professionals
20 involved with the children.
21

22 All schools, day care providers, and counselors for the children shall be selected
23 jointly by the parents.
24

25 All health care providers, including all psychological counselors and mental health
26 providers, for the children shall be selected jointly by the parties.
27

28 ...

1 Each parent shall be empowered to obtain emergency health care for the children
2 without the consent of the other parent. Each parent shall notify the other parent as
3 soon as reasonably possible as to any illness requiring medical attention, or any
4 emergency involving the children.
5

6 Each parent shall provide the other parent, upon receipt, with any information
7 concerning the well-being of the children, including, but not limited to, copies of report
8 cards; school meeting notices; vacation schedules; class programs; requests for
9 conferences; results of standardized or diagnostic tests; notices of activities involving the
10 children; samples of school work; order forms for school pictures; all communications
11 from health care providers, and the names, addresses, and telephone numbers of all
12 schools, health care providers, regular day care providers, and counselors.
13
14

15 Each parent shall advise the other parent of school, athletic, church, and social
16 events in which the children participate, and each agrees to so notify the other parent
17 within a reasonable time after first learning of the future occurrence of any such event
18 so as to allow the other parent to make arrangements to attend the event if he or she
19 chooses to do so. Both parents may participate in all such activities with the children,
20 including, but not limited to, such activities as open house, attendance at all school and
21 church activities and events, athletic events, school plays, graduation ceremonies, school
22 carnivals, and any other events involving the children.
23
24

25 Each parent shall provide the other parent with the address and telephone number
26 at which the minor children reside, and to notify the other parent at least ten (10) days
27
28 . . .

1 prior to any change of address and provide the telephone number of such address
2 change as soon as it is assigned.

3 Each parent shall provide the other parent with a travel itinerary and, whenever
4 reasonably possible, telephone numbers at which the children can be reached whenever
5 the children will be away from that parent's home for a period of two (2) nights or more.

7 The parents shall encourage liberal communication between the children and the
8 other parent. Each parent shall be entitled to reasonable telephone communication with
9 the children; and each parent agrees that he or she will not unreasonably interfere with
10 the children's right to privacy during such telephone conversations. Each parent agrees
11 to be restrained, and is restrained, from unreasonably interfering with the children's right
12 to privacy during such telephone conversations.
13

14
15 Should either parent require children care to be provided by someone other than
16 himself or herself for a period of four (4) hours or more while the children are in his or
17 her physical care, the other parent shall be advised and given the opportunity to provide
18 such care for the children before other arrangements are made for such children care.

19
20 Neither parent shall interfere with the right of the children to transport his or her
21 clothing and personal belongings freely between the parents' respective homes.

22
23 Neither parent shall disparage the other in the presence of the children, nor shall
24 either parent make any comment of any kind that would demean the other parent in the
25 eyes of the children. Additionally, each parent agrees to instruct their respective family
26 and friends that no disparaging remarks are to be made regarding the other parent in the
27 presence of the children. The parents shall take all action necessary to prevent such
28

1 disparaging remarks from being made in the presence of the children, and shall report
2 to each other in the event such disparaging remarks are made.

3 The parents further agree to communicate directly with each other regarding the
4 needs and well being of their children and each parent agrees not to use the children to
5 communicate with the other parent regarding parental issues.

7 II. PHYSICAL CUSTODY PROVISIONS:

8 A. LYNITA shall have primary physical custody of the minor children, subject
9 to ERIC's visitation during the following four-week rotating visitation cycle:

11 I. ROTATING BI-WEEKLY VISITATION:

12 (a) WEEK ONE: ERIC shall have visitation commencing on
13 Thursday of each such week at 6:00 p.m., at which time he may pick-up the children
14 from LYNITA. Visitation during Week One shall continue until Monday morning, at
15 which time ERIC shall take the children to school (or drop-off the children to LYNITA
16 at 9:00 a.m. if there is no school).

18 (b) WEEK THREE: ERIC shall have visitation commencing on
19 Thursday of each such third week at 6:00 p.m., at which time he may pick-up the
20 children from LYNITA. Visitation during Week Three shall continue until Monday
21 morning, at which time ERIC shall take the children to school. ERIC's visitation shall
22 resume at 6:00 p.m. on each such Monday, at which time he may pick-up the children
23 from LYNITA. Such visitation shall conclude Tuesday morning, at which time ERIC
24 shall take the children to school (or drop-off the children to LYNITA at 9:00 a.m. if
25 there is no school).

1 2. SUMMER VACATION: Both ERIC and LYNITA shall be entitled
2 to take the children with him or her, for a period not to exceed three weeks, on any
3 vacations either parent may take while the children are out of school for their summer
4 vacation break from school. ERIC and LYNITA agree to cooperate and work with each
5 other for the purpose of scheduling their respective vacations so as to avoid planning
6 their vacations at the same time. Each party shall designate their vacation time by
7 January 15th of each year. Thus, by way of example, each party shall designate their
8 respective 2009 summer vacation time by January 15, 2009.
9

11 3. CHRISTMAS: The parents intend to be flexible in sharing the
12 Christmas holiday together with their children. If the parents are unable to agree as to
13 the manner in which the holiday will be shared, LYNITA will make the final decision as
14 to specific holiday arrangements in even numbered years, and ERIC will make the final
15 decision as to specific holiday arrangements in odd numbered years.
16

17 4. THANKSGIVING VACATION: The parents intend to be flexible
18 in sharing the Thanksgiving holiday together with their children. If the parents are
19 unable to agree as to the manner in which the holiday will be shared, LYNITA will make
20 the final decision as to specific holiday arrangements in odd numbered years, and ERIC
21 will make the final decision as to specific holiday arrangements in even numbered years.
22

23 5. EASTER: The parents intend to be flexible in sharing Easter
24 together with their children. If the parents are unable to agree as to the manner in
25 which the holiday will be shared, LYNITA will make the final decision as to specific
26
27
28 . . .

1 holiday arrangements in even numbered years, and ERIC will make the final decision as
2 to specific holiday arrangements in odd numbered years.

3 6. MARTIN LUTHER KING DAY: ERIC shall have the children the
4 entire three-day Martin Luther King Day holiday-weekend (i.e., that being the Monday
5 in which Martin Luther King's birthday is observed nationally as a holiday, and the
6 weekend immediately preceding the said nationally observed Monday holiday in which
7 the children are out of school in each and every even numbered year, commencing the
8 Friday before said holiday weekend, immediately after the children get out of school, and
9 continuing through the following Monday at 6:00 p.m. LYNITA shall have the children
10 during the entire said vacation period during each odd numbered year.

11 7. PRESIDENTS DAY: ERIC shall have the children the entire three-
12 day Presidents Day holiday-weekend (i.e., that being the Monday in which Presidents
13 Day is observed nationally as a holiday, and the weekend immediately preceding the said
14 nationally observed Monday holiday) in which the children are out of school in each and
15 every odd numbered year, commencing the Friday before said holiday weekend,
16 immediately after the children get out of school, and continuing through the following
17 Monday at 6:00 p.m. LYNITA shall have the children during the entire said vacation
18 period during each even numbered year.

19 8. MEMORIAL DAY: ERIC shall have the children the entire three-
20 day Memorial Day holiday-weekend (i.e., that being the Monday in which Memorial
21 Day is observed nationally as a holiday, and the weekend immediately preceding the said
22 nationally observed Monday holiday) in which the children are out of school in each and
23
24
25
26
27
28

1 every even numbered year, commencing the Friday before said holiday weekend,
2 immediately after the children get out of school, and continuing through the following
3 Monday at 6:00 p.m. LYNITA shall have the children during the entire said vacation
4 period during each odd numbered year.
5

6 9. INDEPENDENCE DAY: ERIC shall have the children on
7 Independence Day, July 4, of each and every odd numbered year, from at least 6:00 p.m.
8 on July 3, until 10:00 a.m. on July 5. LYNITA shall have the children during the entire
9 said vacation period during each even numbered year.
10

11 10. LABOR DAY: ERIC shall have the children the entire three-day
12 Labor Day holiday-weekend in which the children is out of school in each and every
13 even numbered year, commencing the Friday before said holiday weekend from at least
14 4:00 p.m., and continuing through the following Monday at 6:00 p.m. LYNITA shall
15 have the children during the entire said vacation period during each odd numbered year.
16

17 11. NEVADA ADMISSION DAY: ERIC shall have the children the
18 entire three-day Nevada Admission Day holiday-weekend (i.e., that being the Friday in
19 which Nevada Admission Day is observed as a holiday, and the weekend immediately
20 following the said observed Friday holiday) in which the children are out of school in
21 each and every odd numbered year, commencing the Thursday before said holiday
22 weekend immediately after the children get out of school and continuing through the
23 following Monday morning at 8:00 a.m. LYNITA shall have the children during the
24 entire said vacation period during each even numbered year. If, however, the said
25 Nevada Admission Day holiday is observed on a Monday instead of a Friday, with the
26
27
28

1 children being out of school on such Monday instead of the preceding Friday, the
2 holiday shall commence on Friday immediately after the children get out of school and
3 continue through the following Tuesday morning at 8:00 a.m. Additionally, if
4 Halloween falls during the Nevada Admission Day holiday period specified above, the
5 party who has the children during such time period shall have the children for the
6 entirety of Halloween. Conversely, if Halloween does not fall during the Nevada
7 Admission Day holiday, then the party who did not have the children during such
8 holiday shall have the children on Halloween from the time the children get out of
9 school on Halloween until the following morning at 8:00 a.m.

12 12. VETERAN'S DAY: ERIC shall have the children from the time the
13 children get out of school on November 10th, and shall continue to have the physical
14 custody of the children until the morning of November 12th, when he takes the children
15 to school, of each and every odd numbered year. However, if the Veteran's Day holiday
16 is celebrated or observed in some other fashion during the years in which the children
17 are to be in the physical custody of ERIC so as to make the same a three-day holiday or
18 vacation period in which the children are not in school, ERIC shall have the children
19 during the entire said three-day period. LYNITA shall have the children during the
20 entire said vacation period during each even numbered year.

24 13. FATHER'S DAY: Regardless of which parent is entitled to have the
25 children on the Sunday which is designated "Father's Day," ERIC shall be entitled to
26 have the children from 4:00 p.m. on the Friday before Father's Day, until 6:00 p.m. on
27 Father's Day.
28

1 14. MOTHER'S DAY: Regardless of which parent is entitled to have the
2 children on the Sunday designated as "Mother's Day," LYNITA shall be entitled to have
3 the children from 4:00 p.m. on the Friday before Mother's Day, until 6:00 p.m. on
4 Mother's Day.
5

6 B. ERIC's specific visitation schedule set forth above in the Weekend Custody
7 provisions set forth in subparagraph A(1), shall be subject to review in the event either
8 party remarries.
9

10 C. The parents hereby acknowledge and agree that the visitation provisions
11 as they apply to both parents as set forth above in subparagraphs A(2) through A(14)
12 shall take precedence over the weekend and weekday visitation provided in subparagraph
13 A(1) of this Section II.
14

15 D. The parents agree that in effectuating and implementing the
16 aforementioned visitation arrangements, the parent to whom the physical custody of the
17 children are to be transferred at any such time that the physical custody of the children
18 are to be changed from one parent to the other shall be responsible for picking up the
19 children at the other parent's residence (i.e., when ERIC is to have the actual physical
20 custody of the children, ERIC shall be responsible for picking up the children at
21 LYNITA's residence; and, conversely, when LYNITA is to have the physical custody of
22 the children, LYNITA shall be responsible for picking up the children at ERIC's
23 residence).
24

25 E. The parents agree that the children shall be picked up, and shall be
26 available to be picked up, at the designated times set forth above. Should a delay
27
28

1 become necessary, the parent responsible for such a necessary delay shall immediately
2 notify the other parent to advise him or her of the problem. For example, if the receiving
3 parent is unable to pick up the children at the designated time, such receiving parent
4 shall immediately notify the other parent of that fact. Conversely, if the children are not
5 available for the receiving parent to pick up at the designated time, the receiving parent
6 shall be notified immediately by the other parent. Moreover, in the event any scheduled
7 time cannot be kept due to the illness or other unavailability of the children and/or the
8 receiving parent, the parent unable to comply with the schedule shall notify the other
9 parent and the children as soon as reasonably possible. In the event the time-shared
10 arrangement cannot be kept due to the illness or other unavailability of the children, the
11 receiving parent shall be entitled to comparable time within thirty (30) days after the
12 occurrence of such missed time with the children.
13

14
15
16 F. The parents hereby covenant and agree that should either parent intend to
17 move his or her residence to a place outside the State of Nevada, and take the minor
18 children with him or her, such parent must, as soon as possible, and before the planned
19 move, attempt to obtain the written consent of the other parent to move the minor
20 children. If the other parent refuses to give that consent, the parent planning the move
21 shall, before he or she leaves the State with the minor children, petition the Court for
22 permission to move the children. The failure of the parent planning the move to comply
23 with this provision may be considered as a factor if a change of custody is requested by
24 the other parent. This provision does not apply to vacations planned by either parent.
25
26
27
28 . . .

1 G. The parties intend that the provisions set forth herein shall be incorporated
2 into their Decree of Divorce and recognized as Orders of the Court. The parents hereby
3 acknowledge and understand that NRS 125.510(6) provides as follows with respect to
4 either parent's violation of such Orders:
5

6 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION,
7 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF
8 THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS
9 PROVIDED IN NRS 193.139. NRS 200.359 provides that every person
10 having a limited right of custody to a child or any parent having no right
11 of custody to the child who willfully detains, conceals or removes the child
12 from a parent, guardian or other person having lawful custody or a right of
13 visitation of the child in violation of an order of this court, or removes the
14 child from the jurisdiction of the court without the consent of either the
15 court or all persons who have the right to custody or visitation is subject
16 to being punished for a category D felony as provided in NRS 193.130.

17 H. The parties understand and acknowledge that, pursuant to NRS
18 125.510(7) and (8), the terms of the Hague Convention of October 25, 1980, adopted
19 by the Fourteenth Session of the Hague Conference on Private International Law,
20 applies if a parent abducts or wrongfully retains a child in a foreign country. Further,
21 the parties stipulate and agree that the minor child's habitual residence is located in the
22 County of Clark, State of Nevada, within the United States of America. NRS
23 125.510(7) and (8) specifically provide as follows:

24 Section 7. In addition to the language required pursuant to
25 subsection 6, all orders authorized by this section must specify that the
26 terms of the Hague Convention of October 25, 1980, adopted by the 14th
27 Session of the Hague Conference on Private International Law, apply if a
28 parent abducts or wrongfully retains a child in a foreign country.

Section 8. If a parent of the child lives in a foreign country or has
significant commitments in a foreign country:

1 (a) The parties may agree, and the Court shall include in the
2 Order for custody of the child, that the United States is the country of
3 habitual residence of the child for the purposes of applying the terms of the
Hague Convention as set forth in Subsection 7.

4 (b) Upon motion of the parties, the Court may order the parent
5 to post a bond if the Court determines that the parent poses an imminent
6 risk of wrongfully removing or concealing the child outside the country of
7 habitual residence. The bond must be in an amount determined by the
8 Court and may be used only to pay for the cost of locating the child and
9 returning him to his habitual residence if the child is wrongfully removed
10 from or concealed outside the country of habitual residence. The fact that
a parent has significant commitments in a foreign country does not create
a presumption that the parent poses an imminent risk of wrongfully
removing or concealing the child.

11 * * * * *

12 The above Parenting Agreement reflects the rights and obligations of each parent
13 as they pertain to the legal and physical custody of the parties' minor child. The parties
14 hereby agree to fully comply with the same; and in witness whereof, the parties hereto
15 have hereunto set their hands to this Parenting Agreement the year and date written
below each parties' respective signature.

16 
17 LYNITA NELSON
18 Mother


ERIC NELSON
Father

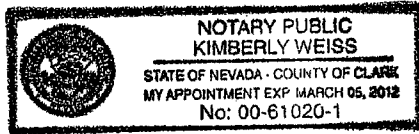
19 DATE 10.15.08
20

DATE 10-15-08

1 STATE OF NEVADA)
2) SS:
3 COUNTY OF CLARK)

4 On this 15th day of October, 2008, personally appeared before me, a notary
5 public, Lynita Nelson, personally known (or proved) to me to be the person whose name
6 is subscribed to the above instrument, and who acknowledged that she executed the
7 instrument.

8 Kimberly Weiss
9 Notary Public in and for said
10 County and State.



12
13
14 STATE OF NEVADA)
15) SS:
16 COUNTY OF CLARK)

17 On this 15th day of October, 2008, personally appeared before me, a notary
18 public, Eric Nelson, personally known (or proved) to me to be the person whose name
19 is subscribed to the above instrument, and who acknowledged that he executed the
20 instrument.

21 Kimberly Weiss
22 Notary Public in and for said
23 County and State.

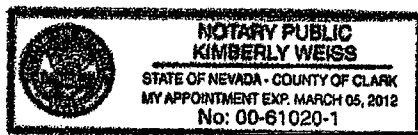


Exhibit “A”

FILED

MAY 6 4 08 PM '09

CLERK OF THE COURT

CLARK COUNTY, NEVADA

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

Date of Hearing: N/A
Time of Hearing: N/A

COMPLAINT FOR DIVORCE

I.

That Plaintiff is a resident of the State of Nevada, and for a period of more than six weeks before commencement of this action has resided and been physically present and domiciled therein, and during all of said period of time, Plaintiff has had, and still has, the intent to make said State of Nevada, his home, residence and domicile for an indefinite period of time.

ECKER & KAINEN CHARTERED
A Professional Law Corporation

Tel (702) 384-1700 300 South Fourth Street Las Vegas, Nevada 89101 Fax (702) 384-8150
Bank of America Plaza, Suite 901

II.

That Plaintiff and Defendant were intermarried in St. George, Utah, on or about the 17th day of September, 1983, and are husband and wife.

III.

That there are two (2) minor children the issue of said marriage, to wit: Garrett Nelson, born September 13, 1994; and Carli Ann Nelson, born October 17, 1997; and three (3) adult children, Amanda Nelson, Aubrey Nelson, and Eric Nelson. There are no children adopted by the parties and, to the best of Plaintiff's knowledge, Defendant is not pregnant.

IV.

That the parties have entered into a Stipulated Parenting Agreement, dated October 15, 2008, by which all matters relating to custody and visitation relating to the minor children have been resolved.

V.

That said Stipulated Parenting Agreement should, by its terms, be ratified, approved and confirmed by the Court, and shall be merged into, and made a part of, any Decree entered herein.

VI.

That both parents have an obligation to support said minor children, pursuant to statute, until such time as each child, respectively, (1) becomes emancipated, or (2) attains the age of eighteen (18) years, the age of majority, unless each child is still attending secondary education when each child reaches

1 eighteen (18) years of age, in which event said child support
2 payments shall continue until each child, respectively, graduates
3 from high school, or attains the age of nineteen (19) years,
4 whichever event first occurs.

5
6 VII.

7 That Plaintiff shall continue to provide major medical
8 insurance coverage for the minor children herein. Further, that
9 the parties should equally divide all medical, dental (including
10 orthodontic), psychological and optical expenses of said minor
11 children not covered by insurance, until such time as each child,
12 respectively, (1) becomes emancipated, or (2) attains the age of
13 eighteen (18) years, the age of majority, unless each child is
14 still attending secondary education when each child reaches
15 eighteen (18) years of age, in which event said medical coverage
16 shall continue until each child, respectively, graduates from high
17 school, or attains the age of nineteen (19) years, whichever event
18 first occurs.

19
20 VIII.

21 That neither party is entitled to alimony from the other
22 party herein.

23 IX.

24 That there is community property of the parties herein
25 to be adjudicated by the Court, the full nature and extent of
26 which is unknown to Plaintiff at this time and Plaintiff prays
27 leave of the Court to amend this Complaint when additional
28 information becomes available.

1 X.

2 That there are community and joint debts of the parties
3 herein to be adjudicated by the Court, the full nature and extent
4 of which is unknown to Plaintiff at this time and Plaintiff prays
5 leave of the Court to amend this Complaint when additional
6 information becomes available.

7 XI.

8 That there exists separate property of the parties to be
9 adjudicated by the Court, the full nature and extent of which is
10 unknown to Plaintiff at this time and Plaintiff prays leave of the
11 Court to amend this Complaint when additional information becomes
12 available.

13 XII.

14 That there exists separate debt of the parties to be
15 adjudicated by the Court, the full nature and extent of which is
16 unknown to Plaintiff at this time and Plaintiff prays leave of the
17 Court to amend this Complaint when additional information becomes
18 available.

19 XIII.

20 That Plaintiff requests this Court to jointly restrain
21 the parties herein in accordance with the terms of the Joint
22 Preliminary Injunction issued herewith.
23
24

25

26

27

28

XIV.

That Plaintiff has been required to retain the services of ECKER & KAINEN, CHARTERED, to prosecute this action, and is therefore entitled to reasonable attorney's fees and costs of suit.

XV.

That the parties hereto are incompatible in marriage.

* * *

WHEREFORE, Plaintiff prays judgement as follows:

1. That the bonds of matrimony now and heretofore existing between Plaintiff and Defendant be dissolved; that Plaintiff be granted an absolute Decree of Divorce; and that each of the parties hereto be restored to the status of a single, unmarried person;
2. That the Court ratify, approve and confirm the Stipulated Parenting Agreement entered into by the parties on October 15, 2008;
3. For the Court to confirm that both parents have an obligation to support said minor children, pursuant to statute, until such time as each child, respectively, (1) becomes emancipated, or (2) attains the age of eighteen (18) years, the age of majority, unless each child is still attending secondary education when each child reaches eighteen (18) years of age, in which event said child support payments shall continue until each child, respectively, graduates from high school, or attains the age of nineteen (19) years, whichever event first occurs;

1 4. For the Court to confirm that Plaintiff shall
2 continue to maintain the existing major medical insurance coverage
3 for the minor children herein, with the parties equally dividing
4 all medical, dental (including orthodontic), psychological or
5 optical expenses of said minor children not covered by insurance,
6 until such time as each child, respectively, (1) becomes
7 emancipated, or (2) attains the age of eighteen (18) years, the
8 age of majority, unless each child is still attending secondary
9 education when each child reaches eighteen (18) years of age, in
10 which event said medical coverage and payment of each child's non-
11 covered medical expenses shall continue until each child,
12 respectively, graduates from high school, or attains the age of
13 nineteen (19) years, whichever event first occurs;

15 5. That neither party be required to pay
16 alimony/spousal support to the other.

17 6. That this Court make an equitable division of the
18 community assets;

19 7. That this Court make an equitable division of the
20 community obligations;

21 8. That the Court confirm to the parties their
22 respective separate property and separate debt.

23 9. That this Court issue its Joint Preliminary
24 Injunction enjoining the parties pursuant to the terms stated
25 therein;

26

27

1 10. That Defendant be ordered to pay a reasonable sum
2 to Plaintiff's counsel as and for attorney's fees, together with
3 the cost of bringing this action; and

4 11. For such other and further relief as the Court may
5 deem just and proper in the premises.

6 Dated this 5th day of May, 2009.

ECKER & KAINEN CHARTERED

By: 

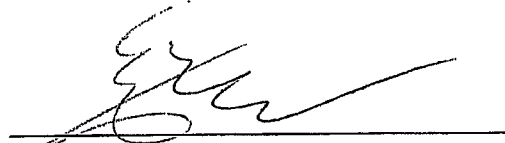
HOWARD ECKER, ESQ.
Nevada Bar No. 1207
EDWARD KAINEN, ESQ.
Nevada Bar No. 5029
300 S. Fourth St., Suite 901
Las Vegas, Nevada 89101
Attorneys for Plaintiff

VERIFICATION

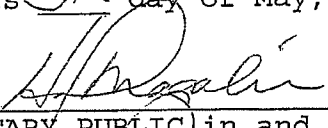
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

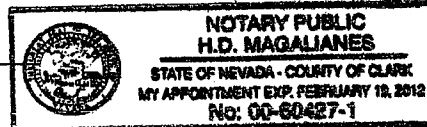
ERIC NELSON, being first duly sworn, deposes and says:

That I am the Plaintiff herein; that I have read the foregoing Complaint for Divorce and the same is true of my own knowledge, except for those matters which are therein stated upon information and belief, and as to those matters, I believe them to be true.


ERIC NELSON

SUBSCRIBED AND SWORN to before me
this 5th day of May, 2009.


NOTARY PUBLIC in and for said
County and State



IN THE SUPREME COURT OF THE STATE OF NEVADA

MATT KLABACKA,
DISTRIBUTION TRUSTEE OF THE
ERIC L. NELSON NEVADA TRUST
DATED MAY 30, 2001,
Appellant/Cross-Respondent,

and

LYNITA SUE NELSON,
INDIVIDUALLY, AND IN HER
CAPACITY AS INVESTMENT
TRUSTEE OF THE LSN NEVADA
TRUST DATED MAY 30, 2001,
Cross-Respondent,

vs.

ERIC L. NELSON, INDIVIDUALLY,
AND IN HIS CAPACITY AS
INVESTMENT TRUSTEE OF THE
ERIC L. NELSON NEVADA TRUST
DATED MAY 30, 2001;
Respondents/Cross-Appellant.

SUPREME COURT CASE NO.: 66772

District Court Case No. D411537

Electronically Filed
Dec 03 2014 08:33 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

DOCKETING STATEMENT
CIVIL APPEALS

1. Judicial District Eighth Department O
County Clark Judge Frank P. Sullivan
District Ct. Docket No. D-09-411537-D

2. **Attorneys filing this docketing statement:**

Attorneys Robert P. Dickerson, Esq., Josef M. Karacsonyi, Esq., and
Katherine L. Provost, Esq.
Telephone (702) 388-8600
Firm The Dickerson Law Group
Address 1745 Village Center Circle, Las Vegas, Nevada 89134
Client(s) Lynita Sue Nelson, Individually and as Investment Trustee of the
LSN Nevada Trust dated May 30, 2001

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. **Attorney(s) representing Appellant / Cross-Respondent, and Respondent / Cross-Appellant:**

Attorneys Mark A. Solomon, Esq. and Jeffrey P. Luszeck, Esq.
Telephone (702) 589-3511
Firm Solomon Dwiggin & Freer, Ltd.

1 Address 9060 W. Cheyenne Avenue, Las Vegas, Nevada 89129
2 Client(s) Matt Klabacka, Distribution Trustee of the Eric L. Nelson Nevada
Trust dated May 30, 2001

3 Attorney Rhonda K. Forsberg, Esq.
4 Telephone (702) 990-6468
Firm Rhonda K. Forsberg, Chartered
Address 64 N. Pecos Road, Suite 800, Henderson, Nevada 89074
5 Client(s) Eric L. Nelson, Individually and as Investment Trustee of the Eric
L. Nelson Nevada Trust dated May 30, 2001

6
7 4. **Nature of disposition below (check all that apply):**

- 8 ☒ Judgment after bench trial ☐ Grant/Denial of NRCP 60(b) relief
9 ☐ Judgment after jury verdict ☒ Grant/Denial of injunction
☐ Summary judgment ☒ Grant/Denial of declaratory relief
10 ☐ Default judgment ☐ Review of agency determination
11 ☒ Dismissal ☒ Divorce decree:
12 ☐ Lack of jurisdiction ☒ Original ☐ Modification
☐ Failure to state a claim ☐ Other disposition (specify) _____
13 ☐ Failure to prosecute
14 ☒ Other (specify) The district court declined to exercise its jurisdiction
15 over certain claims, and dismissed said claims and the parties against
16 whom said claims were alleged without prejudice.

17 5. **Does this appeal raise issues concerning any of the following? No**

- 18 ☐ Child custody
19 ☐ Venue
20 ☐ Termination of parental rights ~

21 6. **Pending and prior proceedings in this court.** List the case name and docket
22 number of all appeals or original proceedings presently or previously pending
23 before this court which are related to this appeal:

- 24 (a) Nola Harber, Distribution Trustee of the Eric L. Nelson Nevada Trust
25 dated May 30, 2001, Petitioner, vs. Eighth Judicial District Court, Clark
26 County, Nevada; and the Honorable Frank P. Sullivan, District Judge,
27 Respondents, and Eric L. Nelson and Lynita S. Nelson, Individually; LSN
28 Nevada Trust dated May 30, 2001; and Larry Bertsch, Real Parties in
Interest. Docket Number 63432.
- (b) Nola Harber, Distribution Trustee of the Eric L. Nelson Nevada Trust
dated May 30, 2001, Petitioner, vs. Eighth Judicial District Court, Clark
County, Nevada; and the Honorable Frank P. Sullivan, District Judge,
Respondents, and Eric L. Nelson and Lynita S. Nelson, Individually; LSN
Nevada Trust dated May 30, 2001, Real Parties in Interest. Docket
Number 63545.
- (c) The appeals filed in this same case and docket number by
Appellant/Cross-Respondent, Matt Klabacka, Distribution Trustee of the
Eric L. Nelson Nevada Trust dated May 30, 2001, and
Respondents/Cross-Appellant, Eric L. Nelson, Individually and as
Investment Trustee of the Eric L. Nelson Nevada Trust dated May 30,
2001.

1 7. **Pending and prior proceedings in other courts.** List the case name, number
2 and court of all pending and prior proceedings in other courts which are related
3 to this appeal (*e.g.*, bankruptcy, consolidated or bifurcated proceedings) and
4 their dates of disposition:

5 (a) Eric L. Nelson vs. Lynita Sue Nelson, Eighth Judicial District Court,
6 Clark County, Nevada, Case No. D-09-411537-D, decided by Decree of
7 Divorce entered June 3, 2013.

8 (b) In Re: Dynasty Development Group, LLC, D/B/A Paradise Bay Hotel &
9 Casino, United States Bankruptcy Court, Southern District of
10 Mississippi, Case No. 11-50997-NPO, dismissed on June 24, 2011.

11 (c) In Re: Dynasty Development Group, LLC, D/B/A Paradise Bay Hotel &
12 Casino, United States Bankruptcy Court, District of Nevada, Case No.
13 12-16334-LED, dismissed on December 3, 2013.

14 8. **Nature of the action.** Briefly describe the nature of the action and the result
15 below:

16 This is an appeal from a Decree of Divorce granted in the district court. On June
17 3, 2013, the district court issued a fifty (50) page decision and Decree following a trial
18 that spanned nearly two (2) years from beginning to end (with approximately fifteen
19 (15) days of trial conducted during such time). The Decree brought to conclusion a
20 highly litigious divorce action initiated more than four (4) years prior. In the extremely
21 detailed Decree, the district court outlined the egregious and "deplorable" behavior
22 perpetrated by Respondent/Cross-Appellant, Eric Nelson ("Eric"), throughout the
23 divorce to prevent the administration of justice, and the numerous breaches of Eric's
24 fiduciary duties to his wife, Lynita Sue Nelson ("Lynita"), prior to the divorce action.

25 In August, 2010, the parties' divorce trial began. Although the majority of the
26 parties' assets were titled in the Eric L. Nelson Nevada Trust dated May 30, 2001
27 ("ELN Trust") and the LSN Nevada Trust dated May 30, 2001, ("LSN Trust") (the
28 purported self-settled, spendthrift trusts), such trusts were not previously made parties
to the divorce action. Instead, during the first phase of trial, Eric, Individually, and as
Trustor and Investment Trustee of the ELN Trust, testified repeatedly that the assets
titled in the name of the ELN and LSN Trusts were community property and should
be divided by the Court. As the district court found in the Decree, it was not until
after six (6) days of trial that Eric sought to have the ELN and LSN Trusts joined to
the divorce action, not satisfied with the way the proceedings were heading, and in a
legal tactic intended to give him a second chance of denying Lynita a large share of the
parties' community assets.

Ultimately, the district court ordered an approximately equal division of the
properties held in the ELN and LSN Trusts. The district court's division of property
was accomplished by ordering properties transferred between the ELN and LSN Trusts
and imposing constructive trusts upon properties held in the ELN Trust, without
specifically invalidating the ELN and LSN Trust. The district court's award was made
to enforce Eric's and Lynita's agreement to maintain such trusts at equal levels and to
remedy numerous conversions of property from the LSN Trust by Eric and the ELN
Trust without compensation, and numerous breaches of Eric's fiduciary duties to
Lynita. The district court found, however, that it could have invalidated the ELN and
LSN Trusts based on the evidence presented, including the failure to follow the
formalities of the trusts. The district court has confirmed numerous times that it
would have been wholly justified in invalidating the ELN and LSN Trusts.

1 In the Decree the district court did not divide a Wyoming racetrack and real
2 property ("Wyoming Downs") purchased by Eric and the ELN Trust during the
3 pendency of the divorce action. Following entry of the Decree, a separate trial was held
4 concerning such property. At the conclusion of the trial, the property was not divided
and was instead awarded to the ELN Trust, however, Eric and the ELN Trust were
ordered to pay the LSN Trust \$75,000 as reimbursement for funds used to purchase
such property.

5 9. **Issues on appeal.** State specifically all issues in this appeal:

- 6 (a) Whether the district court applied the correct legal standard to Lynita's
7 claim that the ELN Trust was Eric's alter ego, and that the veil of the
8 ELN Trust should be pierced.
- 9 (b) Whether the district court erred in maintaining the validity of the ELN
10 Trust and LSN Trust when the court found sufficient factual basis to
11 invalidate such trusts, including, but not limited to, a failure to follow
12 trust formalities.
- 13 (c) Whether the district court erred in denying Lynita a one-half (1/2)
interest in Wyoming Downs, which was purchased during the pendency
of Eric's and Lynita's divorce proceedings.
- 14 (d) Whether the district court erred in enjoining certain property awarded to
15 Lynita pending appeal.

16 10. **Pending proceedings in this court raising the same or similar issues.** If you
17 are aware of any proceedings presently pending before this court which raises the
18 same or similar issues raised in this appeal, list the case name and docket
19 numbers and identify the same or similar issue raised:

20 None.

21 11. **Constitutional issues.** If this appeal challenges the constitutionality of a
22 statute, and the state, any state agency, or any officer or employee thereof is not
23 a party to this appeal, have you notified the clerk of this court and the attorney
24 general in accordance with NRAP 44 and NRS 30.130?

25 N/A X Yes _____ No _____

26 If not, explain: _____

27 12. **Other issues.** Does this appeal involve any of the following issues? No.

- 28 ☐ Reversal of well-settled Nevada precedent (identify the case(s))
☐ An issue arising under the United States and/or Nevada Constitutions
☐ A substantial issue of first-impression
☐ An issue of public policy
☐ An issue where en banc consideration is necessary to maintain uniformity of
this court's decisions
☐ A ballot question

If so, explain: _____

1 13. **Trial.** If this action proceeded to trial, how many days did the trial last?

2 The divorce trial lasted fifteen (15) days, and a post-divorce evidentiary
3 hearing lasted two (2) days (one (1) day for evidence and another day for the
4 rendering of a decision).

Was it a bench or jury trial? Bench Trial

5 14. **Judicial disqualification.** Do you intend to file a motion to disqualify or have
6 a justice recuse him/herself from participation in this appeal? No. If so, which
Justice? N/A

7 **TIMELINESS OF NOTICE OF APPEAL**

8 15. **Date of entry of written judgment or order appealed from:**

9 Decree of Divorce: June 3, 2013

10 Order Determining Disposition of Dynasty Development Management, Inc. aka
11 Wyoming Downs: September 18, 2014.

12 Order Regarding Transfer of Property and Injunctions: September 18, 2014.

13 (a) Order Regarding Transfer of Property and Injunctions, entered September
14 18, 2014.

15 (b) Order from July 22, 2013 Hearing on Lynita Nelson's Motion to Amend
or Alter Judgment, for Declaratory and Related Relief, entered September
16 18, 2014.

17 (c) Order Determining Disposition of Dynasty Development Management,
Inc. aka Wyoming Downs, entered on September 18, 2014.

18 (d) Decree of Divorce, entered June 3, 2013.

19 (e) Order from February 23, 2012 Hearing Partially Granting ELN Trust's
Motion to Dismiss Third-Party Complaint Without Prejudice, entered
20 August 29, 2012.

21 (f) Findings of Fact and Order, entered July 11, 2012.

22 If no written judgment or order was filed in the district court, explain the basis
for seeking appellate review: N/A

23 16. **Date written notice of entry of judgment or order was served:**

24 Decree of Divorce: June 3, 2013

25 Order Determining Disposition of Dynasty Development Management, Inc. aka
26 Wyoming Downs: September 22, 2014.

27 Order Regarding Transfer of Property and Injunctions: September 22, 2014.

28 ...

- 1 (a) Order Regarding Transfer of Property and Injunctions, notice of entry
2 served September 22, 2014.
3 Was service by delivery ____ or by mail X.
4 (b) Order from July 22, 2013 Hearing on Lynita Nelson's Motion to Amend
5 or Alter Judgment, for Declaratory and Related Relief, notice of entry
6 served September 22, 2014.
7 Was service by delivery ____ or by mail X.
8 (c) Order Determining Disposition of Dynasty Development Management,
9 Inc. aka Wyoming Downs, notice of entry served September 22, 2014.
10 Was service by delivery ____ or by mail X.
11 (d) Decree of Divorce, notice of entry served June 3, 2013.
12 Was service by delivery X or by mail ____.
13 (e) Order from February 23, 2012 Hearing Partially Granting ELN Trust's
14 Motion to Dismiss Third-Party Complaint Without Prejudice, notice of
15 entry served August 31, 2012.
16 Was service by delivery ____ or by mail X.
17 (f) Findings of Fact and Order, notice of entry July 11, 2012.
18 Was service by delivery X or by mail ____.
19 17. If the time for filing the notice of appeal was tolled by a post-judgment
20 motion (NRCP 50(b), 52(b), or 59)
21 (a) Specify the type of motion, the date and method of service of the motion,
22 and the date of filing.
23 NRCP 50(b) ____ Date served ____ By delivery ____ or by mail ____
24 Date of filing ____
25 NRCP 52(b) ____ Date served ____ By delivery ____ or by mail ____
26 Date of filing ____
27 NRCP 59 X Date served June 17, 2013 By delivery ____ or by mail X
28 Date of filing June 17, 2013

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or
reconsideration may toll the time for filing a notice of appeal. See
AA Primo Builders v. Washington, 126 Nev. ___, 245 P.3d 1190
(2010).

(b) Date of entry of written order resolving tolling motion September 18,
2014

...

(c) Date written notice of entry of order resolving motion was served
September 22, 2014

Was service by delivery X (electronic service) and/or by mail X.

18. **Date notice of appeal was filed** November 3, 2014, by Lynita Sue Nelson, Individually and as Investment Trustee of the LSN Nevada Trust dated May 30, 2001.

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

October 20, 2014, by Matt Klabacka, Distribution Trustee of the Eric L. Nelson Nevada Trust dated May 30, 2001.

October 21, 2014, by Eric L. Nelson, Individually and as Investment Trustee of the Eric L. Nelson Nevada Trust dated May 30, 2001.

19. **Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a), or other**

NRAP 4(a)

SUBSTANTIVE APPEALABILITY

20. **Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

(a)

NRAP 3A(b)(1) X

NRS 38.205 _____

NRAP 3A(b)(2) _____

NRS 233B.150 _____

NRAP 3A(b)(3) X

NRS 703.376 _____

Other (specify) _____

(b) Explain how each authority provides a basis for appeal from the judgment or order:

NRAP 3A(b)(1) permits an appeal from a final judgment, and NRAP 3A(b)(3) permits an appeal from an order granting or refusing to grant an injunction.

21. **List all parties involved in the action or consolidated actions in the district court:**

(a) Parties:

(1) Eric L. Nelson, Individually and as Investment Trustee of the Eric L. Nelson Nevada Trust dated May 30, 2001.

(2) Lynita Sue Nelson, Individually and as Investment Trustee of the LSN Nevada Trust dated May 30, 2001.

(3) Matt Klabacka, Distribution Trustee of the Eric L. Nelson Nevada Trust dated May 30, 2001.

- 1 (4) Joan Ramos.
- 2 (5) Lana Martin, Individually and as Distribution Trustee of the the
- 3 Eric L. Nelson Nevada Trust dated May 30, 2001, and LSN
- 4 Nevada Trust dated May 30, 2001.
- 5 (6) Nola Harber, Individually and as Distribution Trustee of the the
- 6 Eric L. Nelson Nevada Trust dated May 30, 2001, and LSN
- 7 Nevada Trust dated May 30, 2001.
- 8 (7) Rochelle McGowan.
- 9 (b) If all parties in the district court are not parties to this appeal, explain in
- 10 detail why those parties are not involved in this appeal, *e.g.*, formally
- 11 dismissed, not served, or other:
- 12 (1) Joan Ramos was dismissed without prejudice from the action.
- 13 (2) Lana Martin was dismissed without prejudice from the action
- 14 Individually and as former Distribution Trustee of the ELN Trust
- 15 and LSN Trust. She remained a party to the action as the
- 16 purported current Distribution Trustee of the ELN Trust until a
- 17 hearing held March 31, 2014, when Matt Klabacka was
- 18 substituted in her place and stead.
- 19 (3) Nola Harber was dismissed without prejudice from the action
- 20 Individually and as former Distribution Trustee of the ELN Trust
- 21 and LSN Trust.
- 22 (4) Rochelle McGowan was dismissed without prejudice from the
- 23 action.
- 24 22. Give a brief description (3 to 5 words) of each party's separate claims,
- 25 counterclaims, cross-claims, or third-party claims and the date of formal
- 26 disposition of each claim.
- 27 (a) Eric L. Nelson, Individually and as Investment Trustee of the Eric L.
- 28 Nelson Nevada Trust dated May 30, 2001:
- (1) Divorce, June 3, 2013.
- (2) Declaratory Relief, June 3, 2013.
- (b) Lynita Sue Nelson, Individually and as Investment Trustee of the LSN
- Nevada Trust dated May 30, 2001:
- (1) Divorce, June 3, 2013.
- (2) Veil-Piercing, June 3, 2013.
- (3) Reverse Veil-Piercing, June 3, 2013.
- (4) Constructive Trust, June 3, 2013.
- (5) Injunctive Relief, August 29, 2012 and June 3, 2013.
- (c) Matt Klabacka/Lana Martin, Distribution Trustee of the Eric L. Nelson
- Nevada Trust dated May 30, 2001:
- (1) Declaratory Relief, June 3, 2013.

23. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below:

Yes X No _____

24. If you answered "No" to question 23, complete the following: N/A

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b):

Yes _____ No _____

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment:

Yes _____ No _____

25. If you answered "No" to any part of question 24, explain the basis for seeking appellate review (*e.g.*, order is independently appealable under NRAP 3A(b)): N/A

26. Attach file-stamped copies of the following documents:

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Lynita Sue Nelson
Name of Appellant

Josef M. Karacsonyi, Esq.
Name of Counsel of Record

December 2, 2014
Date

Josef Karacsonyi
Signature of counsel of record

State of Nevada, County of Clark
State and county where signed

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

Pursuant to Nev.R.App.P 5(b), I certify that I am an employee of THE DICKERSON LAW GROUP, and that on this 2nd day of December, 2014, I filed the above and foregoing document entitled DOCKETING STATEMENT CIVIL APPEALS, with the Clerk of the Court through the Court's eFlex electronic filing system and notice will be sent electronically by the Court to the following:

- RHONDA K. FORSBERG, ESQ.
RHONDA K. FORSBERG, CHARTERED
64 North Pecos Road, Ste. 800
Henderson, Nevada 89074
Attorneys for Respondents/Cross-Appellant
- MARK A. SOLOMON, ESQ.
JEFFREY P. LUSZECK, ESQ.
SOLOMON, DWIGGINS, FREER & MORSE, LTD.
9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129
Attorneys for Appellant/Cross-Respondent

I certify that on this 2nd day of December, 2014, I served the above and foregoing document entitled DOCKETING STATEMENT CIVIL APPEALS upon all counsel of record by mailing it via first class mail with sufficient postage prepaid and to the following:

- CAROLYN A. WORRELL, ESQ.
Nevada Supreme Court Settlement Judge
4236 Furgerson Ranch Road
Carson City, NV 89701


An employee of The Dickerson Law Group