

1 IN THE SUPREME COURT OF THE STATE OF NEVADA

2 \*\*\*\*\*

3 MATT KLABACKA, as Distribution Trustee  
4 of the ERIC L. NELSON NEVADA TRUST  
5 dated May 30, 2001

6 Petitioners,

7 vs.

8 EIGHTH JUDICIAL DISTRICT COURT OF  
9 THE STATE OF NEVADA, CLARK  
10 COUNTY, and THE HONORABLE FRANK  
11 P. SULLIVAN, DISTRICT JUDGE

12 Respondents,

13 and

14 ERIC L. NELSON and LYNITA S.  
15 NELSON, individually, and LSN NEVADA  
16 TRUST dated May 30, 2001.

Real Parties in Interest.

Electronically Filed  
Jun 24 2015 04:10 p.m.  
Tracie K. Lindeman  
Clerk of Supreme Court

CASE NO.

District Court Case No. D-09-411537

17 **EMERGENCY MOTION TO STAY PROCEEDING PENDING RESOLUTION**  
18 **OF APPEAL, OR IN THE ALTERNATIVE, MOTION TO STAY**  
19 **ENFORCEMENT OF FINDINGS OF FACT AND ORDER ENTERED JUNE 8,**  
20 **2015**

21 **DECISION REQUIRED BY: 12:00 p.m., July 6, 2015**

1           Petitioner, MATT KLABACKA, Distribution Trustee of the Eric L. Nelson  
2 Nevada Trust dated May 30, 2001 (“ELN Trust”) moves this Court for a stay of  
3 underlying litigation below, Clark County District Court Case No. D-09-411537-D,  
4 including enforcement of any of the District Court’s orders, pending resolution of the  
5 appeal filed by the ELN Trust on October 20, 2014, Nevada Supreme Court Case No.  
6 66772 (hereinafter referred to as “First Appeal”) and the instant appeal (hereinafter  
7 referred to as “Second Appeal”), or alternatively, a stay of the Findings of Fact and  
8 Order entered by the District Court on June 8, 2015 (“6/8/15 Order”), a copy of which is  
9 attached hereto as **Exhibit 1**.

10  
11  
12  
13 **I. INTRODUCTION**

14           This Emergency Motion should be reviewed contemporaneously with the First  
15 Appeal and the 27(e) Certificate of Jeffrey P. Luszeck attached hereto. The First Appeal  
16 originates, in large part, from the District Court’s Decree of Divorce entered on June 3,  
17 2013 (hereinafter referred to as “Divorce Decree”), a copy of which is attached hereto as  
18 **Exhibit 2**. In short, the District Court completely disregarded NRS 166 and general  
19 principles of Nevada law by “equalizing” the assets owned by the ELN Trust and the  
20 LSN NEVADA TRUST dated May 30, 2001 (“LSN Trust”) as if said assets were  
21 community property by transferring nearly \$4,000,000 worth of assets from the ELN  
22 Trust to the LSN Trust.<sup>1</sup>

23  
24  
25  
26  
27 <sup>1</sup>       The District Court’s purported “equalization” is a misnomer because it overvalued  
28 some of the property owned by the ELN Trust, *id.* at 26:15, and after \$4,000,000 worth of  
assets was transferred from the ELN Trust to the LSN Trust, the District Court ordered  
the ELN Trust to pay the LSN Trust an additional \$1,000,000.

1 To make matters worse, during the pendency of the First Appeal the District Court  
2 continues to show his disdain for the Settlor of the ELN Trust, Eric L. Nelson, by  
3 granting the LSN Trust additional relief on preexisting claims which were determined or  
4 precluded by the Divorce Decree on appeal. Most recently, the District Court in its  
5 6/8/15 Order has retroactively awarded the LSN Trust income collected by the ELN Trust  
6 from May 2009-June 2013, although the District Court was aware of said income when it  
7 entered its Divorce Decree, thereby giving the LSN Trust and/or its Settlor, Lynita S.  
8 Nelson, a greater economic windfall. Indeed, the District Court's recent rulings are  
9 contrary to its stated intent in the Divorce Decree to "equalize" the ELN and LSN Trusts  
10 as the LSN Trust contends that the rents collected, which are due and owing from the  
11 ELN Trust, exceed \$250,000. *See Exhibit 3.* Simply put, the District Court is allowing  
12 Lynita and/or the LSN Trust to re-litigate issues that were encompassed within its  
13 Divorce Decree, which are the subject of the First Appeal.

14  
15  
16  
17  
18 In addition to re-litigating issues in contravention of Nevada law and without  
19 jurisdiction, the District Court has also ordered the ELN Trust to pay the LSN Trust  
20 \$405,230.53 on or before July 10, 2015. *See Exhibit 4.* If the ELN Trust is required to  
21 make said coercive payment, which once again directly affects the Decree which is the  
22 subject of the First Appeal, after the ELN Trust has already been forced to transfer over  
23 \$4,000,000 worth of its incoming producing assets to the LSN Trust and made hundreds  
24 of thousands of additional coercive payments, it will cause irreparable harm to the ELN  
25 Trust. Once again, the coercive payments referenced above is the subject of the First  
26 Appeal.  
27  
28

1 The 6/8/15 Order additionally requires the ELN Trust to vacate the Lindell Office  
2 Complex on or before August 31, 2015, which is where the ELN Trust has conducted its  
3 business since 2001. The ELN Trust possessed a 50% ownership interest in the Lindell  
4 Office Complex before the District Court transferred said interest to the LSN Trust in  
5 the Divorce Decree, which is subject to the First Appeal.  
6

## 7 **II. STATEMENT OF FACTS**

8  
9 The underlying proceeding is a divorce action that was initiated by Eric L. Nelson  
10 on May 6, 2009. On August 9, 2011, the ELN and LSN Trusts were added as necessary  
11 parties. *See Exhibit 5.*  
12

13 The District Court appointed Larry Bertsch as a Special Master to “provide the  
14 District Court with an accurate evaluation of the parties’ estate.” *See Exhibit 6.* Mr.  
15 Bertsch drafted at least 16 reports pertaining to assets owned by the ELN Trust and LSN  
16 Trust all of which were admitted as exhibits at trial. The ELN Trust’s expert witness,  
17 Dan Gerety, CPA, also prepared an accounting of the income received by the ELN Trust.  
18 *See Exhibit 7.*  
19

20  
21 On June 3, 2013, the District Court issued its Divorce Decree, wherein it found  
22 that both the ELN Trust and LSN Trust were “established as a self-settled spendthrift  
23 trust in accordance with NRS 166.020,” and that the ELN Trust was funded with assets  
24 that were previously owned by a separate property trust that had been established by  
25 Eric in or around 1993, *see* Ex. 2 at 4:16-17, and the LSN Trust was funded with assets  
26 that were previously owned by a separate property trust that had been established by  
27 Lynita in or around 1993. *See id.* at 5:2-3. The separate property in each trust arose  
28

1 from a Separate Property Agreement which the District Court found to be valid. *See id.*  
2 at 3:9-11.

3  
4 Although the District Court recognized that the Nevada State Legislature  
5 “approved the creation of spendthrift trusts in 1999 and it is certainly not the purpose of  
6 this Court to challenge the merits of spendthrift trusts,” *see id.* at 5:13-14, and ordered  
7 that the ELN Trust and LSN Trust would remain intact, *see id.* at 44: 9-17, the District  
8 Court treated the assets owned by the Trusts as community property (even though each  
9 Trust was funded with Eric or Lynita’s separate property and none of the Trusts’ assets  
10 are Eric or Lynita’s community or separate property), and proceeded to “equalize” the  
11 Trusts.  
12

13  
14 The District Court transferred approximately four million dollar worth of income  
15 producing assets from the ELN Trust to the LSN Trust to “equalize” the Trusts so that  
16 the ELN Trust would possess \$8,783,487.50 in assets and the LSN Trust would possess  
17 \$8,785,988.50 in assets. *See id.* at 47:2-26.  
18

19  
20 The Divorce Decree, with the exception for the disposition of property known as  
21 Wyoming Downs, made it clear that it disposed of any and all claims and/or issues  
22 between the ELN Trust and LSN Trust. *See id.* at 46:2-3.  
23

24 Lynita conceded in June 2013 that the issues stemming from the rent collected  
25 by the ELN Trust from 2009 through June 2013 were fully adjudicated.<sup>2</sup>  
26

27  
28 <sup>2</sup> Indeed, in her Motion to Amend or Alter Judgment filed on June 17, 2013, Lynita  
stated the: “[m]otion [was] brought to ensure clarity of this Court’s property division, to  
allow the parties to begin to effectuate the transfer of assets as ordered by the Court, and

1 The District Court conducted an additional evidentiary hearing on the disposition  
2 of Wyoming Downs on May 30, 2014, which resulted in the entry of an order reaffirming  
3 that all of the issues and property had been adjudicated:  
4

5 IT IS FURTHER ORDERED that this Order disposes of the last known  
6 property to be adjudicated between the Parties. See **Exhibit 8**.<sup>3</sup>

7 Although the District Court **and** the LSN Trust conceded that all of the issues  
8 arising from the property owned by the ELN Trust and LSN Trust had been adjudicated,  
9 on November 13, 2014, Lynita filed a Motion to Enforce the Divorce Decree, see **Exhibit**  
10 **9**, wherein she requested, in part, that the District Court order the ELN Trust to repay the  
11 LSN Trust for rents collected from certain properties (the Arnold Property and  
12 Mississippi RV Park) from 2009. The Motion thus sought to re-litigate preexisting  
13 claims which were adjudicated in the Divorce Decree. Indeed, Mr. Bertsch in his Notice  
14 of Filing Source and Application of Funds Pursuant to April 10, 2012, Hearing identifies  
15 that from 2009 through April 2012 the ELN Trust, as opposed to the LSN Trust, collected  
16 \$14,235.19 in rental/interest income from the Arnold property and \$42,793.09 in  
17 rental/interest income from the Mississippi RV Park. See **Exhibit 11**. This fact was  
18 confirmed by the ELN Trust's expert witness Dan Gerety, CPA. In other words, the  
19 District Court was aware that the ELN Trust had been collecting rent since 2009 when it  
20  
21  
22  
23  
24  
25

26 to dispose of the last remaining asset not addressed by the Decree."). See **Exhibit 10**.  
27 (Emphasis Added).

28 <sup>3</sup> The ELN Trust has appealed portions of said Order on different grounds in the First Appeal.

1 entered the Divorce Decree, and said fact was litigated and taken into account when the  
2 District Court “equalized” the Trusts.

3  
4 Notwithstanding, the District Court’s 6/8/15 Order requires the ELN Trust prepare  
5 an accounting for the Arnold Property and Mississippi RV Park by July 31, 2015, and  
6 “pay Lynita and the LSN Trust all income received, less all actual and documented  
7 expenses, for . . . the period of May 6, 2009 through present, with statutory interest from  
8 May 6, 2009, with such payment due on or before August 31, 2015, by 5:00 p.m.” *See*  
9 Ex. 1 at 21:5-14 and 22:16-27.

10  
11 Said Order also requires the ELN Trust to vacate the Lindell Office Complex, of  
12 which it owned 50% before the District Court transferred said ownership to the LSN  
13 Trust in the Divorce Decree. The transfer of the ELN Trust’s interest in the Lindell  
14 Office Complex is at issue in the First Appeal.

15  
16 The 6/8/15 Order also requires the ELN Trust to pay the LSN Trust over \$400,000  
17 on or before July 10, 2015, for other rents and sale proceeds collected by the ELN Trust  
18 from June 1, 2013, through present. *See* Ex. 1. It is important to note that in calculating  
19 said amount, the District Court also failed to credit the ELN Trust for certain  
20 costs/expenses incurred in maintaining the properties from which rent was collected. *See*  
21 Exhibit 12.

22  
23  
24 **III. LEGAL ARGUMENT**

25  
26 **A. Nevada Law Precludes Lynita And/or the LSN Trust From Re-**  
27 **Litigating Issues That Have, Or Could Have Been Litigated At Trial.**  
28

1 The ELN Trust is likely to prevail on appeal because the District Court is  
2 precluded from granting additional relief on preexisting claims which were determined or  
3 precluded by the Divorce Decree, specifically, the rents collected by the ELN Trust from  
4 the Arnold Property and the Mississippi RV Park from May 2009-June 2013. Indeed, the  
5 LSN Trust's First Amended Complaint asserted claims of unjust enrichment and the  
6 imposition of a constructive trust over "the assets, income, profits, rents and fees received  
7 by" the ELN Trust. See **Exhibit 13** at ¶¶ 131-134 and 163-167, and the reports prepared  
8 by Mr. Bertsch and Mr. Gerety identified the income received by the ELN Trust.  
9  
10

11 In Nevada, "[n]o proposition of law is more thoroughly settled than that, when  
12 issues between parties to an action have once been tried and finally determined, whether  
13 such determination is erroneous or not, the same questions cannot again be litigated by  
14 such parties or their privies." *Kernan v. Kernan*, 78 Nev. 93, 94, 369 P.2d 451, 452  
15 (1962). Further, "a judgment is conclusive not only on the questions actually contested  
16 and determined, but on all matters which might have been litigated and decided in the  
17 suit." *York v. York*, 99 Nev. 491, 493, 664 P.2d 967, 968 (1983) (wife made a claim to  
18 \$15,000 that could have been litigated in first divorce action).  
19  
20  
21

22 The District Court already addressed the prior rent issues by equalizing assets; but  
23 even if the District Court failed to address the 2009-2013 rent for the Arnold Property  
24 and Mississippi RV Park properties in the Divorce Decree, Lynita was required to seek  
25 relief in her Motion to Amend or Alter Judgment, which she filed nearly 18 months ago,  
26  
27  
28



1 and/or sought a new trial pursuant to NRCP 59.<sup>4</sup> Since Lynita failed to do so she is  
2 precluded from raising said issue now.

3  
4 **B. The District Court Is Divested Of Jurisdiction To Revisit Issues**  
5 **Pending Before The Nevada Supreme Court.**

6 “[A] timely notice of appeal divests the district court of jurisdiction to act and  
7 vests jurisdiction in this court.” *Rust v. Clark City School Dist.*, 103 Nev. 686, 688, 747  
8 P.2d 1380, 1382 (1987). Although a “party seeking to alter, vacate, or otherwise change  
9 or modify an order or judgment” has the ability to file a motion with the district court, the  
10 district court “lacks jurisdiction to enter an order granting such motion.” *Foster v.*  
11 *Dingwall*, 126 Nev. Adv. Op. 5, 228 P.3d 453, 455 (2010). Here, the District Court  
12 exceeded its jurisdiction by entering the 6/8/15 Order, which has the effect of modifying  
13 the Divorce Decree by granting the LSN Trust additional relief against the ELN Trust.  
14

15  
16 **C. Without A Stay, The Object Of The Appeal Will Be Defeated And**  
17 **Will Cause Irreparable Harm To The ELN Trust.**

18 The object of the First and Second Appeal will be defeated if the stay is denied by  
19 this Court because the District Court will continue to issue additional punitive orders  
20 forcing the ELN Trust to relinquish its property interests, the majority of which is real  
21 property. “[R]eal property and its attributes are considered unique and loss of real  
22 property.”

23  
24  
25  
26 <sup>4</sup> However, even then, such a request would have been inappropriate as motions  
27 filed under 59(e) may not be used to “relitigate old matters, or to raise arguments or  
28 present evidence that could have been raised prior to the entry of judgment.” *Stevo*  
*Design, Inc. v. SBR Mktg. Ltd.*, 919 F. Supp. 2d 1112, 1117 (D. Nev. 2013) (citation  
omitted).

1 property rights generally results in irreparable harm.”<sup>5</sup> If the ELN Trust is forced to  
2 leave the Lindell Office Complex its office space will likely be leased to another tenant  
3 thereby precluding the ELN Trust’s ability to return to said property.  
4

5 The ELN Trust will also suffer irreparable harm should it be required to pay  
6 Lynita and/or the LSN Trust the sum of \$405,230.53 by July 10, 2015, plus any rent that  
7 it collected from the Arnold Property and Mississippi RV Park by August 31, 2015,  
8 which the LSN Trust contends exceeds \$250,000. “[I]rreparable harm may still exist  
9 where the moving party's business cannot survive absent a preliminary injunction or  
10 where ‘[d]amages may be unobtainable from the defendant because he may become  
11 insolvent before a final judgment can be entered and collected.’”<sup>6</sup> Unlike the ELN  
12 Trust, neither Lynita nor the LSN Trust will suffer irreparable harm if the Stay is  
13 granted.  
14  
15  
16

17 Here, the ELN Trust will suffer irreparable harm if a stay is not imposed because  
18 payment of such funds will impede or make impossible the ELN Trust’s ability to  
19 maintain and run the day-to-day operations of entities wholly owned by the ELN Trust.  
20

---

21 <sup>5</sup> *Dixon v. Thatcher*, 103 Nev. 414, 415-16, 742 P.2d 1029, 1029-30 (1987); *see also*  
22 *Hansen v. Eighth Judicial Dist. Court ex rel. County of Clark*, 116 Nev. 650, 658, 6  
23 P.3d 982, 986-87 (2000) (providing that trustee’s sale of a house as an example of  
24 irreparable harm warranting the imposition of a stay pending appeal).

25 <sup>6</sup> *Hughes Network Sys., Inc. v. InterDigital Commc'ns Corp.*, 17 F.3d 691, 694 (4th  
26 Cir. 1994) (quoting *Roland Mach. Co. v. Dresser Indus., Inc.*, 749 F.2d 380, 386 (7th  
27 Cir.1984) (finding a damages remedy may be inadequate for any of four reasons,  
28 including: the plaintiff’s business may become insolvent, revenues from the plaintiff’s  
business may be necessary to finance the lawsuit, damages may be unobtainable from  
the defendant because he may become insolvent before a final judgment can be entered  
and collected, and the loss may be difficult to calculate).


1 Indeed, the ELN Trust has substantial operating costs that include, but are not limited to,  
2 paying employees of entities that it owns, property taxes, *etc.* To make matters worse,  
3 the District Court has already forced the ELN Trust to transfer over \$4,000,000 of its  
4 assets to the LSN Trust, most of which were the most profitable income producing  
5 properties, and the ELN Trust has already paid the LSN Trust hundreds of thousands of  
6 additional dollars pursuant to the terms of the Divorce Decree.  
7  
8

9 **IV. CONCLUSION**

10 In light of the foregoing, the ELN Trust respectfully requests that this Court stay  
11 of the underlying litigation pending resolution of the First and Second Appeal, including  
12 the enforcement of any orders issued by the District Court, or alternatively, a stay of the  
13 6/8/15 Order.  
14

15 DATED this 24 day of June, 2015.

16  
17 **SOLOMON DWIGGINS & FREER, LTD.**

18   
19 \_\_\_\_\_  
20 MARK A. SOLOMON, ESQ., NSB 0418  
21 JEFFREY P. LUSZECK, ESQ., NSB 9619  
22 9060 W. Cheyenne Avenue  
23 Las Vegas, Nevada 89129  
24 *Attorneys for Petitioner, Matt Klabacka as*  
25 *Distribution Trustee of the ELN Nevada Trust*  
26  
27  
28

**NRAP 27(e) CERTIFICATE**

I, Jeffrey P. Luszeck, Esq. declare as follows:

1. I am an attorney licensed to practice before the courts of Nevada, and I am an attorney at the law firm of Solomon Dwiggins & Freer, Ltd., Counsel of Record for Appellant, MATT KLABACKA, Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001 ("the ELN TRUST"). I make this certificate in support of petitioner's Emergency Motion To Stay Proceeding Pending Resolution of Appeal, or in the Alternative, Motion to Stay Enforcement of Findings of Fact and Order Entered June 8, 2015.

2. The office address, telephone and facsimile number of the attorneys for real parties in interest are as follows:

Robert P. Dickerson, Esq.  
Katherine L. Provost, Esq.  
THE DICKERSON LAW GROUP  
1745 Village Center Circle  
Las Vegas, Nevada 89134  
Telephone: (702) 388-8600  
Facsimile: (702) 388-0210

Counsel for Lynita S. Nelson,  
individually, and as Investment Trustee of  
the defendant in District Court

Rhonda K. Forsberg, Esq.  
Forsberg Law Office  
64 N. Pecos Road, Suite 800  
Henderson, Nevada 89074  
Telephone: (702) 990-6468  
Facsimile: (702) 990-6459

Counsel for Eric L. Nelson, individually,  
and as Investment Trustee of the ELN  
NEVADA TRUST dated May 30, 2001

3. This is the second appeal that the ELN Trust has been forced to file since the District Court entered its Decree of Divorce on June 3, 2013 (hereinafter referred to as "Divorce Decree." The ELN Trust filed its first appeal on October 20, 2014, Nevada

1 Supreme Court Case No. 66772 (hereinafter referred to as “First Appeal”). Further,  
2 prior to filing the First Appeal, the ELN Trust was forced to seek emergency relief from  
3 this Court in two separate writ proceedings, Nevada Supreme Court Case Nos.’ 63432  
4 and 63545 because of the LSN Trust’s efforts to enforce the Divorce Decree before it  
5 became a final order. This Court initially stayed the District Court’s coercive payments;  
6 however, the Writs of Prohibition were ultimately denied because the Divorce Decree  
7 became final thereby allowing the ELN Trust to file the First Appeal.  
8

9  
10 4. A Motion for Stay was made in the District Court and denied on January  
11 26, 2015. Indeed, in response to the ELN Trust’s request for a stay the District Court  
12 made it clear that it is not concerned if the ELN Trust is harmed during the pendency of  
13 the First Appeal because “this litigation has lingered on for far too many years...” *See*  
14 Findings of Fact and Order at ¶¶ 7-8 entered by the District Court on June 8, 2015  
15 (“6/8/15 Order”), a copy of which is attached to the Emergency Motion to Stay as  
16 Exhibit 1.  
17

18  
19 5. Emergency relief is needed because the District Court continues to exceed  
20 its jurisdiction by granting Lynita S. Nelson (“Lynita”) and/or the LSN NEVADA  
21 TRUST dated May 30, 2001 (“LSN Trust”) additional relief on preexisting claims which  
22 were determined or precluded by the Divorce Decree on appeal. *See id.* Specifically,  
23 the 6/8/15 Order requires, in large part, the ELN Trust to account for and pay the LSN  
24 Trust certain income that it collected from 2009 – June 2013, despite the fact that said  
25 income was identified by the Special Master appointed by the District Court, and the  
26 ELN Trust’s expert witness. The LSN contends that said amount exceeds \$250,000.  
27  
28

1           6.       Emergency relief is also needed because the 6/8/15 Order requires the  
2 ELN Trust to make an additional coercive payment in the amount of \$405,230.53 by  
3 July 10, 2015. Said payment will likely impede or make impossible the ELN Trust's  
4 ability to maintain and run the day-to-day operations of entities wholly owned by the  
5 ELN Trust. Indeed, the ELN Trust has substantial operating costs that include, but are  
6 not limited to, paying employees of entities that it owns, property taxes, *etc.* To make  
7 matters worse, the District Court has already forced the ELN Trust to transfer over  
8 \$4,000,000 of its assets to the LSN Trust, most of which were the most profitable  
9 income producing properties, and the ELN Trust has already paid the LSN Trust  
10 hundreds of thousands of additional dollars pursuant to the terms of the Divorce Decree.  
11  
12

13  
14           7.       Emergency relief is additionally needed because the 6/8/15 Order requires  
15 the ELN Trust to vacate its office space at the Lindell Office Complex on or before  
16 August 31, 2015, which is where the ELN Trust has conducted its business since 2001.  
17 If the Emergency Motion is denied, the ELN Trust will be forced to locate alternative  
18 office space and move its operations to said location. The ELN Trust possessed a 50%  
19 ownership interest in the Lindell Office Complex before the District Court transferred  
20 said interest to the LSN Trust in the Divorce Decree, which is subject to the First  
21 Appeal.  
22  
23

24  
25           8.       On June 24, 2015, this office notified the Clerk of this Court that the ELN  
26 Trust would be filing an Emergency Motion to Stay Proceeding Pending Resolution of  
27 Appeal, or in the Alternative, Motion to stay Enforcement of Findings of Fact and Order  
28 entered June 8, 2015.



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 hereby certify that I am an employee of the law firm of Solomon Dwiggin & Freer, Ltd., and that on June 24, 2015, I filed a true and correct copy of the foregoing *EMERGENCY MOTION TO STAY PROCEEDING PENDING RESOLUTION OF APPEAL, OR IN THE ALTERNATIVE, MOTION TO STAY ENFORCEMENT OF FINDINGS OF FACT AND ORDER ENTERED JUNE 8, 2015; NRAP 27(e) Certificate*, 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:

Robert P. Dickerson, Esq.  
Katherine L. Provost, Esq.  
THE DICKERSON LAW GROUP  
1745 Village Center Circle  
Las Vegas, Nevada 89134  
[info@dickersonlawgroup.com](mailto:info@dickersonlawgroup.com)

Counsel for Lynita S. Nelson, defendant in  
District Court

Rhonda K. Forsberg, Esq.  
Forsberg Law Office  
64 N. Pecos Road, Suite 800  
Henderson, Nevada 89074  
[rforsberg@forsberglaw.com](mailto:rforsberg@forsberglaw.com)

Counsel for Eric L. Nelson, real party in  
interest

I also hereby certify that the foregoing document will be hand-delivered on this date to the following:

Hon. Frank P. Sullivan, Department O  
Robert P. Dickerson, Esq.  
Rhonda K. Forsberg, Esq.

DATED: June 24, 2015

  
An employee of Solomon Dwiggin & Freer, Ltd.