Exhibit "A"

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

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CLERK OF THE COURT

DECREE OF DIVORCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A First Interstate Bank account;
A Bank of America account;
4021 Eat Portland Street, Phoenix, Arizona;
304 Ramsey Street, Las Vegas, Nevada;
Twelve (12) acres located on Cheyenne Avenue, Las Vegas, Nevada;
Ten (10) acres located on Cheyenne Avenue, Las Vegas, Nevada;
1098 Evergreen Street, Phoenix, Arizona;
Forty nine (49) lots, notes and vacant land in Queens Creek, Arizona;
Forty one (41) lots, notes and vacant land in Sunland Park, New Mexico;
Sport of Kings located at 365 Convention Center Drive, Las Vegas, Nevada;
A 1988 Mercedes;
Forty percent (40%) interest in Eric Nelson Auctioneering, 4285 South Polaris Avenue, 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:

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

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

THE COURT FURTHER FINDS that the ELN Trust was established as a self-settled spendthrift trust in accordance with NRS 166.020.[1]

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

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

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

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

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

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

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

. . .

[2] NRS 166.170(1)

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

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

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

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

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

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

> "In the event that something happened to me, I didn't have to carry life insurance. I would put safe assets into her property in her assets for her and the kids. My assets were much more volatile, much more -- I would say daring; casino properties, zoning properties, partners properties, so we maintained this and these —— all these trusts were designed and set up by Jeff Burr. Jeff Burr is an excellent attorney and so I felt 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)."

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

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

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

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

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

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

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

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

. . .

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

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

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

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

Fiduciary Duty

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

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

. . .

. . .

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

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

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

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

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

> 2. An investment trust adviser may exercise the powers provided to the investment trust adviser in the instrument in the best interests of the 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:

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

See, NRS 163.5557 (emphasis added).

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

> Q. Now you're the one that put title to those parcels that we've talked about in the name of Dynasty, Bal Harbor, Emerald Bay, Bay Harbor Beach Resorts and (indiscernible) Financial Partnerships. Is that correct?
>
> A. I believe so, yes.
>
> Q. And you're the one that also put title in the name of -- all the remaining lots in the name of LSN Nevada Trust. Is that true?
>
> A. Yes, sir.

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

> Q. The height of the market was 18 months ago according to your testimony?
>
> A. No, no. But I'm just saying we could have -- the this lawsuit's been pending for a while, sir. We did these 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.

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Q. You put them --

A. Yes, sir.

Q. -- into Lynita's?

A. Yes, sir --

Q. All right. Sir --

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

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

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

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

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

[3] NRS 163.554.
[4] *Williams v. Waldman*, 108 Nev. 466, 472 (1992).

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

Constructive Trust

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

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

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

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

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

> 1. No estate or interest in lands...nor any trust or power over or concerning lands, or in any manner relating thereto, shall be created, granted, assigned, surrendered or declared after December 2, 1861, unless by act or operation of law, or by deed or conveyance, in writing, subscribed by the party creating, granting, assigning, surrendering or declaring the same, or by the party's lawful agent thereunto authorized in writing.
>
> 2. Subsection 1 shall not be construed to affect in any manner the power of a testator in the disposition of the testator's real property by a last will and testament, **nor to prevent any trust from arising or being extinguished by implication or operation of law.**

See, NRS 111.025 (Emphasis added).

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

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

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

...

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

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

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

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

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

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

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

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

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

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

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

[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

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

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

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

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

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

. . .

[7] Defendant's Exhibit UUUU
[8] Id.
[9] Defendant's Exhibit GGGG.

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

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

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

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

[10] Defendant's Exhibit PPPP.

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

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

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

Unjust Enrichment

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

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

. . .

. . .

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

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

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

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

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

[12] On January 24, 2007, Uinta Title & Insurance wired proceeds in the total amount of $1,947,153.37 ($1,240,000 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.

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THE COURT FURTHER FINDS that Banone, LLC, currently holds seventeen Nevada properties worth $1,184,236.[15]

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

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

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

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

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[15] Defendant's Exhibit GGGGG.

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

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

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

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

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

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

. . .

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

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

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

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

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

Credibility

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

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

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

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

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

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

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

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

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

[16] Defendant's Exhibit QQQQQ.

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

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

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

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

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

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[17] Defendant's Exhibit QQQQQ.

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

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

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

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

[18] Intervenor's Exhibit 168.

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

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

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

Lack of Trust Formalities

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

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

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

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

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

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

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

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

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

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

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

Liabilities

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

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

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

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

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

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

Community Waste

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

[19] Defendant's Exhibit GGGGG.
[20] Id.

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

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

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

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

Child Support

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

[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.

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

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

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

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

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

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

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

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

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

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

THE COURT FURTHER FINDS that, while Mr. Nelson did spend a rather significant 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.

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

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

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

Spousal Support

THE COURT FURTHER FINDS that NRS 125.150 provides as follows:

> 1. In granting a divorce, the court:
> (a) May award such alimony to the wife or to the husband, in a specified principal sum or as specified periodic payments, as appears just and equitable; and
> (b) Shall, to the extent practicable, make an equal disposition of the community property of the parties, except that the court may make an unequal disposition of the community property in such proportions as it deems just if the court finds a compelling reason to do so and sets forth in writing the reasons for making the unequal disposition

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

THE COURT FURTHER FINDS that the Nelsons have been married for nearly thirty years; that their earning capacities are drastically different in that Mr. Nelson has demonstrated 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

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

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

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

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

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

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

THE COURT FURTHER FINDS that based the upon the findings addressed hereinabove, Mrs. Nelson is entitled to an award of spousal support pursuant to NRS 125.150 and the factors enunciated in Sprenger[22]

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

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

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

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

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

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

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

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

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

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

. . .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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[23] NRS 166.130
[24] Restatement (Third) of Trust § 59 (2003).

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

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

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

Attorney's Fees

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

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[25] Id at 301.
[26] Gilbert v. Gilbert, 447 So.2d 299, 301
[27] Id at 301.

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

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

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

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

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

FRANK P. SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

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

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

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

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

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

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

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FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

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

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

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

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

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

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

[28] *Supra*, note 6.

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

Conclusion

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

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

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

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

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

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

Property Awarded	Value
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**

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

Property Awarded	Value
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**

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DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

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

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

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

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

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

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

[29] Defendant's Exhibit GGGGG.
[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.

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

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

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

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

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

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

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

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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 P. SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

Exhibit "B"

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CLERK OF THE COURT

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EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC L. NELSON,

Plaintiff/Counterdefendant,

v.

LYNITA SUE NELSON,

Defendant/Counterclaimant.

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

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

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

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

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

Counterclaimant and Crossclaimant,

v.

LYNITA SUE NELSON and ERIC NELSON,

Purported Cross-Defendant and Counterdefendant,

LYNITA SUE NELSON,

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

v.

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

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

ORDER REGARDING TRANSFER OF PROPERTY AND INJUNCTIONS

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

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

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

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

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

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

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

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

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

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

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

Accordingly, and for good cause appearing therefor,

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

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

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

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

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

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

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

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

DATED this 16 day of September, 2014.

DISTRICT COURT JUDGE

CK

FRANK P. SULLIVAN

Submitted by:

THE DICKERSON LAW GROUP

By _____

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JOSEF M. KARACSONYI, ESQ.
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Approved as to Form and Content:

RHONDA K. FORSBERG, CHTD.

By _____

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Allotrioutis - trustee of the

Exhibit "C"

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CLERK OF THE COURT

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Attorneys for Defendant/Counterclaimant
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"

ORDER

This matter coming on for hearing on this 4th day of April 2011, before the Honorable Judge Frank P. Sullivan, for further proceedings on the appointment of the Court's forensic accountant resulting from this Court's March 2, 2011 hearing; on Defendant's MOTION FOR ORDER TO SHOW CAUSE WHY PLAINTIFF SHOULD NOT BE HELD IN CONTEMPT FOR MULTIPLE VIOLATIONS OF COURT'S APRIL 16, 2010 ORDER, FOR PLAINTIFF TO BE ADMONISHED TO COMPLY WITH THE COURT'S ORDERS, FOR FEES AND COSTS, AND FOR OTHER RELATED RELIEF and Plaintiff's OPPOSITION TO ORDER TO SHOW

CAUSE AND COUNTERMOTION FOR CONTEMPT and relatedly Case T-11-131443, with ROBERT P. DICKERSON, ESQ., of THE DICKERSON LAW GROUP, appearing on behalf of Defendant, LYNITA NELSON, and Defendant being present; and DAVID A. STEPHENS, ESQ., of STEPHENS, GOURLEY & BYWATER, P.C., appearing on behalf of Plaintiff, ERIC NELSON, and Plaintiff being present; and the Court having reviewed the pleadings and papers on file herein, and having heard the arguments of counsel and the parties, and good cause appearing, issues the following orders:

IT IS HEREBY ORDERED ADJUDGED and DECREED that LARRY BERTSCH, CPA and NICHOLAS MILLER, CFE are appointed by this Court to perform a forensic accounting intended to provide the Court with an accurate evaluation of the parties' estate. Counsel for the parties are to meet separately with the Court appointed experts and confirm the areas they desire the experts to review during their evaluation.

IT IS FURTHER ORDERED that LARRY BERTSCH, CPA and NICHOLAS MILLER, CFE are entitled to all information concerning the parties' "Mississippi" assets, including information relating to the parties' interest in the Silver Slipper casino operations and may contact and speak with Paul Alanis and any other individual with knowledge of and information pertaining to the "Mississippi" assets.

IT IS FURTHER ORDERED that Plaintiff, ERIC L. NELSON, shall pay the initial retainer fees required by Mr. Bertsch and Mr. Miller to perform their evaluation.

IT IS FURTHER ORDERED that Mr. Bertsch and Mr. Miller shall provide the Court with an initial written report, in camera, by June 10, 2011.

IT IS FURTHER ORDERED that this matter is set for a Status Check for the issuance of an initial report by Mr. Bertsch and Mr. Miller on July 11, 2011 at 9:00 a.m.

IT IS FURTHER ORDERED that this Court will address the issues of attorneys fees and retroactive spousal support at the July 11, 2011 return hearing.

IT IS FURTHER ORDERED that any monies received by Plaintiff, ERIC L. NELSON or any entity owned or controlled by Mr. Nelson, related to his ownership interest in the Silver Slipper Casino/Dynasty Development Group, LLC, shall be immediately turned over to his counsel, David Stephens, Esq., to be placed into and held by Mr. Stephens' in an interest bearing attorney trust account.

IT IS FURTHER ORDERED that the Court will consider appointment of a receiver at the July 11, 2011 return hearing following a review of Mr. Bertsch and Mr. Miller's report.

Following evidentiary proceedings on Defendant's Motion for Order to Show Cause, the Court FINDS that Plaintiff's testimony as to the incident on March 8, 2011 is not credible. The Court further FINDS that there has been a willful violation of the existing protective order by Plaintiff. Therefore,

IT IS FURTHER ORDERED that with respect to the protective order issued in Case T-11-131443, the TPO previously extended to September 2, 2011 is hereby modified to read that Defendant, ERIC L. NELSON, is not allowed at any of the children's upcoming sporting events until further order. All other prior orders of this Court in Case T-11-131443 remain in effect as previously stated.

IT IS FURTHER ORDERED that as Plaintiff is found to be in contempt of court for the March 8, 2011 event wherein he was sitting in the general vicinity of the Plaintiff and had parked his vehicle nose to nose with her vehicle, both of which are found to be violations of the existing protective order, Plaintiff is sentenced to ten (10) days in the Clark County Detention Center. Said sentence is suspended pending

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further Order of the Court. Plaintiff is admonished and warned that any further violation of this Court's orders will result in a sentence of twenty-five (25) days incarceration.

DATED this 6 day of June, 2011.

DISTRICT COURT JUDGE FRANK P. SULLIVAN

Approved as to Form and Content:

STEPHENS GOURLEY & BYWATER

By _____

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Exhibit "D"

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EIGHTH JUDICIAL DISTRICT COURT

CLERK OF THE 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.	CASE NO.: D-09-411537-D DEPT. NO.: O
LANA MARTIN, Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, Crossclaimant, vs. LYNITA SUE NELSON, Crossdefendant.	

AMENDED FINDINGS OF FACT AND ORDER

This Matter having come before this Honorable Court on March 31, 2015 and April 21, 2015, for Evidentiary Hearings on Lynita Sue Nelson's Motion for an Order to Show Cause and Eric L. Nelson's Countermotion for an Order to Show Cause with Eric L. Nelson, Plaintiff, appearing and being represented by Rhonda Forsberg, Esq.; and Lynita Sue Nelson, Defendant, appearing and being represented by Robert Dickerson, Esq., Katherine Provost, Esq., and Josef Karacsonyi, Esq., with the Court having reviewed the testimony and good cause being shown:

FRANK P. SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT HEREBY FINDS that on April 16, 2010, this Court issued a Mutual Behavior Order, restraining both parties from the following, in pertinent part:

> 4. Neither party shall use any foul language in communicating with the other party, the parties' children, either party's counsel or retained experts; nor shall any foul language be used in communicating with the other party's family, relatives, friends, or significant others (if any).
>
> 5. Each party shall avoid conflicts/contacts with the other party's significant other (which includes any future "significant other" of either party)...

THE COURT FURTHER FINDS that this Court previously found Mr. Nelson in violation of the Modified Extended Order for Protection Against Domestic Violence issued in Case #T-11-131443.

THE COURT FURTHER FINDS that due to Mr. Nelson's violation of the modified Extended Order for Protection Against Domestic Violence, this Court sentenced Mr. Nelson to ten (10) days in the Clark County Detention Center, but suspended the sentence provided Mr. Nelson cease his contemptuous and harassing behaviors.

THE COURT FURTHER FINDS that following the expiration of the modified Extended Order for Protection Against Domestic Violence, a Stipulation and Order was filed on October 5, 2011, which provides in pertinent part:

> IT IS HEREBY STIPULATED AND AGREED that a NO CONTACT ORDER shall be entered and the parties shall have no communication or contact with each other whatsoever, including but not limited to any contact in person, by telephone, fax, letter, text message, email, etc., UNLESS such contact directly involves an emergency or other exigent circumstance involving the parties' minor children...
>
> IT IS FURTHER STIPULATED AND AGREED that the parties shall have no communication or contact whatsoever, including but not limited to any contact in person, by telephone, fax, letter, text message, email, etc., with the other party's attorneys, experts, or other advisors for the duration of these proceedings. All communications to a professional involved in these proceedings shall be transmitted through each party's legal counsel.

FRANK R. SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT FURTHER FINDS that on June 16, 2014, following an Evidentiary Hearing on Lynita Nelson's Motion for an Order to Show Cause, this Court found that Mr. Nelson had willfully and deliberately committed seven (7) violations of the October 5, 2011, No Contact Order, and sentenced Mr. Nelson to seven (7) days in the Clark County Detention Center.

THE COURT FURTHER FINDS that the Divorce Decree entered by this Court on June 3, 2013, awarded Lynita Nelson 100% ownership of the office building located at 3611 Lindell.[1]

THE COURT FURTHER FINDS that Lynita Nelson had locks re-keyed and replaced with thumb locks for tenants at the Lindell Office Building to ensure compliance with the Fire Code.

THE COURT FURTHER FINDS that Eric Nelson is a tenant at the Lindell Office Building and his staff had twice refused access to the locksmith and thwarted his efforts to re-key and replace the locks with thumb locks.

THE COURT FURTHER FINDS that on October 20, 2014, Lynita Nelson met the locksmith, Joseph Paesch, at the Lindell Office Building to re-key and replace the locks with thumb locks of tenant, Eric Nelson.

THE COURT FURTHER FINDS that while Mr. Paesch was finishing up replacing the locks, Eric Nelson pulled into the parking lot and came running up the stairwell towards Ms. Nelson and Mr. Paesch "yelling like a raving maniac", cursing and visibly quite irate.

THE COURT FURTHER FINDS that Eric Nelson got "face to face" with Mr. Paesch and Lynita Nelson stepped in front of Mr. Paesch to protect him from Mr. Nelson.

[1] The Divorce Decree is currently under appeal before the Nevada Supreme Court, but no Stay of the Decree is in effect.

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THE COURT FURTHER FINDS that Eric Nelson grabbed the locks from Lynita Nelson causing her to fall down onto the stairs.

THE COURT FURTHER FINDS that Lynita Nelson, as 100% owner of the Lindell Office Building, has the right to re-key and replace locks without the permission of the tenants, including Eric Nelson.

THE COURT FURTHER FINDS that Lynita Nelson's re-keying and replacement of the locks was not intended to lockout the tenants, including Eric Nelson, but merely to ensure compliance with the Fire Code.

THE COURT FURTHER FINDS that this Court has utilized several methods, short of incarceration, to curb Eric Nelson's harassing and aggressive behaviors, including; a Mutual Behavior Order, a Temporary Protective Order, No Contact Orders, and a suspended jail sentence.

THE COURT FURTHER FINDS that despite such efforts on the part of this Court, Mr. Nelson continued to harass and threaten Lynita Nelson resulting in him being sentenced to seven (7) days in jail for his contemptuous behavior.

THE COURT FURTHER FINDS that on October 20, 2014, Mr. Nelson willfully and knowingly violated the April 16, 2010, Mutual Behavior Order, and the October 5, 2011, No Contact Order, by yelling, cursing, aggressively approaching and grabbing the locks from Lynita Nelson causing her to fall down onto the stairs.

THE COURT FURTHER FINDS that Eric Nelson is guilty of contempt and shall be imprisoned for twenty-five (25) days as provided for in NRS 22.100(2).

THE COURT FURTHER FINDS that Eric Nelson was not credible as his testimony of not being very angry, that Lynita Nelson caused the interaction between them, that he

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didn't grab the locks from her, and that he didn't cause Ms. Nelson to fall down was not believable and was clearly refuted by credible testimony presented during the hearing.

THE COURT FURTHER FINDS that Eric Nelson's Countermotion for Order to Show Cause is devoid of merit and should be denied.

THE COURT FURTHER FINDS that Lynita Nelson is entitled to attorney's fees stemming from the commencing of this action as provided for in NRS 22.100(3).

THE COURT FURTHER FINDS the following: that Attorney Dickerson has over 38 years of legal experience and Attorney Provost has over 12 years of legal experience; that the Dickerson Law Firm is an AV rated firm; that Attorney Provost is certified as a Family Law Specialist; that the character of the work performed was intricate and important in curbing the harassing and aggressive behavior of Eric Nelson towards their client, Lynita Nelson; that counsel expended considerable time and attention to the work performed; that counsel performed their work with a high degree of skill and professionalism; and that counsel were successful in having Eric Nelson found in contempt for his continued harassment of their client.[2]

THE COURT FURTHER FINDS that, upon review of the Memorandum of Fees and Costs, the following attorney fees and costs are reasonable: 23.9 hours of billable attorney time at $400 per hour ($9,560); 7.8 hours of billable paralegal time at $175 per hour ($1,365); and costs in the amount of $965.87.

IT IS THEREFORE ORDERED that Eric Nelson shall be remanded to the Clark County Detention Center.

[2] *Brunzell* factors as delineated in Brunzell v. Golden Gate National Bank, 85 Nev. 345 (1969).

IT IS FURTHER ORDERED that Eric Nelson is to be imprisoned for twenty-five (25) days at the Clark County Detention Center, commencing on June 8, 2015, and shall be released on July 2, 2015.

IT IS FURTHER ORDERED that Eric Nelson shall report to Courtroom 21 of the Family Court and surrender to Department O at 9 a.m. on June 8, 2015.

IT IS FURTHER ORDERED that if Mr. Nelson fails to surrender on June 8, 2015, this Court will issue a Bench Warrant for his arrest.

IT IS FURTHER ORDERED that Eric Nelson shall not be released pursuant to Depopulation Procedures or good behavior.

IT IS FURTHER ORDERED that Lynita Nelson is entitled to attorney and paralegal fees in the amount of $10,925, and costs in the amount of $965.87, for a total amount of $11,890.87.

IT IS FURTHER ORDERED that the full amount of $11,890.87 shall be paid by Eric Nelson on or before June 30, 2015, by 5:00 p.m.

IT IS FURTHER ORDERED that Eric Nelson's Countermotion for Order to Show Cause is DENIED.

IT IS FURTHER ORDERED that Attorney Forsberg's oral request for a STAY of this Order is DENIED.

DATED this 3rd of June 2015.

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

FRANK R SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

Exhibit "E"

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EIGHTH JUDICIAL DISTRICT COURT

CLERK OF THE 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.	CASE NO.: D-09-411537-D DEPT. NO.: O
LANA MARTIN, Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, Crossclaimant, vs. LYNITA SUE NELSON, Crossdefendant.	

ORDER FOR RELEASE ON JUNE 30, 2015

This matter having come before this Honorable Court on June 15, 2015, on Mr. Nelson's Emergency Motion to Reconsider Alternative Sentencing, with Rhonda Forsberg, Esq., and Richard Wright, Esq., appearing and representing Plaintiff, Eric Nelson, who was not present; and Katherine Provost, Esq., appearing on behalf of Defendant, Lynita Nelson, who was not present. With good cause being shown:

FRANK R SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT HEREBY FINDS that on June 3, 2015, this Court found Mr. Nelson in Contempt of Court for willfully and knowingly violating the April 16, 2010 Mutual Behavior Order and the October 5, 2011 No Contact Order entered by this Court.

THE COURT FURTHER FINDS that based upon Mr. Nelson's willful contempt of this Court's Orders, this Court ordered that Mr. Nelson be confined for twenty-five (25) days at the Clark County Detention Center commencing on June 8, 2015, with a Release Date of July 2, 2015.

THE COURT FURTHER FINDS that Mr. Nelson filed this Motion to Reconsider Alternative Sentencing claiming that incarceration may exacerbate his previously diagnosed aortic aneurysm condition and submitted a letter from his physician, Dr. Travis Hailstone, D.O., in support of his contention.

THE COURT FURTHER FINDS that Mr. Nelson is seeking to be released from custody and allowed to complete the remainder of his sentence on house arrest.

THE COURT FURTHER FINDS that the letter from Dr. Hailstone was not persuasive as it fails to address any particulars as to Mr. Nelson's medical condition and simply provides a generic statement about aortic aneurysms.

THE COURT FURTHER FINDS that while the Court was not persuaded by Dr. Hailstone's letter, the Court has taken into consideration the fact that Mr. Nelson has a bankruptcy proceeding scheduled to reconvene on July 1, 2015.

THE COURT FURTHER FINDS that these bankruptcy proceedings were calendared back in April, 2015.

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DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT FURTHER FINDS that it understands the difficulty in coordinating and calendaring proceedings with multiple parties involved and is sympathetic to the other parties and the Bankruptcy Court in that case.

THE COURT FURTHER FINDS that this Court did not confine Mr. Nelson for punitive purposes; rather, this Court is attempting to compel Mr. Nelson to comply with its Orders.

THE COURT FURTHER FINDS that as a courtesy to the Bankruptcy Court and to the other parties involved in that case, this Court is willing to Amend its Contempt Order and allow Mr. Nelson to be released two (2) days earlier so that he can attend the Bankruptcy Court hearing on July 1, 2015.

IT IS THEREFORE ORDERED that Eric L. Nelson shall be released from the Clark County Detention Center on his pending contempt sentence on June 30, 2015.

DATED this 24th of June 2015.

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

FRANK P. SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

Exhibit "F"

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 Electronically Filed 06/08/2015 11:22:34 AM CLERK OF THE COURT

FINDINGS OF FACT AND ORDER

This Matter having come before this Honorable Court on January 26, 2015, for a Motion to Enforce the June 3, 2013, Decree of Divorce, Address Issues Relating to Property Awarded to Defendant in the Divorce, and Related Relief and the ELN Trust's Opposition Hearing with Plaintiff, Eric Nelson, appearing and being represented by Rhonda Forsberg, Esq., Defendant, Lynita Nelson, appearing and being represented by Katherine Provost, Esq., Josef Karacsonyi, Esq., and Robert Dickerson, Esq. and Counterdefendant, Crossdefendant,

FRANK P. SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

Third Party Defendant Matt Klabacka, Distribution Trustee of the Eric L. Nelson Nevada (ELN) Trust, being represented by Mark Solomon, Esq., and Jeffrey Luszeck, Esq., with the Court having reviewed the testimony and good cause being shown:

THE COURT HEREBY FINDS that this Court entered a Divorce Decree in this matter on June 3, 2013.

THE COURT FURTHER FINDS that said Decree awarded Ms. Nelson certain property and assets held by the Eric L. Nelson (ELN) Trust.

THE COURT FURTHER FINDS that the ELN Trust had filed Writs of Prohibition with the Nevada Supreme Court in an effort to prevent the transfer of these properties and assets.

THE COURT FURTHER FINDS that on May 23, 2014, the Nevada Supreme Court denied ELN's Petitions for Writs of Prohibition which further vacated all temporary Stays of the Divorce Decree.

THE COURT FURTHER FINDS that on September 18, 2014, this Court entered an Order instructing the ELN Trust to transfer the Lindell Property and the Banone, LLC, properties to the Lynita Sue Nelson (LSN) Trust.

THE COURT FURTHER FINDS that said Order also enjoined the LSN Trust from selling or encumbering these properties and also enjoined the ELN and LSN Trusts from selling or encumbering their interest in their jointly held Brian Head cabin.

THE COURT FURTHER FINDS that the June 4, 2014 Order also entitled Ms. Nelson to the income from the Lindell and Banone properties from the date of the Decree (June 3, 2013) to present.

THE COURT FURTHER FINDS that Ms. Nelson now files this Motion in an effort to enforce the Decree and the June 4, 2014 Order.

THE COURT FURTHER FINDS that the ELN Trust has requested that this Court Stay any decision on the Motion until after a February 27, 2015, Settlement Conference.

THE COURT FURTHER FINDS it is not inclined to Stay its decision as this litigation has lingered on for far too many years and numerous attempts to settle this matter have been unsuccessful.

4601 Concord Village Property

THE COURT FURTHER FINDS that the property located at 4601 Concord Village Drive is one of the Banone, LLC, properties awarded to Ms. Nelson in the Divorce Decree dated June 3, 2013.

THE COURT FURTHER FINDS that the property was vacated in July of 2014 and that the $500.00 Security Deposit was returned to the Tenant.

THE COURT FURTHER FINDS that, upon being vacated, the 4601 Concord Village Drive property was dirty, had some debris left in the yard and required repairs in the amount of $14,679.01.

THE COURT FURTHER FINDS that, while the property was dirty, had some debris left in the yard and needed repairs, there was insufficient evidence for this Court to determine if the Tenant's $500.00 Security Deposit should have been forfeited as the condition of the property upon the Tenant renting the premises was unknown to this Court.

THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should not be required to reimburse Ms. Nelson the $500.00 Security Deposit that was returned to the Tenant.

JB Ramos Note

THE COURT FURTHER FINDS that, as part of its effort to equalize the ELN and LSN Trusts, this Court awarded Ms. Nelson and the LSN Trust 100% interest in the JB Ramos Note.

THE COURT FURTHER FINDS that the detailed accounting completed by Larry Bertsch, CPA, valued the JB Ramos Note at $78,000.00.

THE COURT FURTHER FINDS that the ELN's Opposition did not dispute the value of the JB Ramos Note.

THE COURT FURTHER FINDS that the September 4, 2014 accounting reflects that the JB Ramos Note has been "paid in full".

THE COURT FURTHER FINDS that the ELN's Opposition did not indicate that Ms. Nelson or the LSN Trust had already received any payments attributed to the JB Ramos Note.

THE COURT FURTHER FINDS that Ms. Nelson and the LSN Trust are entitled to the total value of the JB Ramos Note in the amount of $78,000.00, with statutory interest from the date of the Decree (June 3, 2013).

2209 Farmouth Circle Note

THE COURT FURTHER FINDS that 2209 Farmouth Circle was a property formerly held by Banone, LLC, and was a property included in Mr. Larry Bertsch's value determination of the Banone, LLC, properties.

THE COURT FURTHER FINDS that, during the pendency of the Divorce proceedings, the Farmouth property was sold for $88,166.00, with a Promissory Note and Deed of Trust securing the property.

THE COURT FURTHER FINDS that Ms. Nelson and the LSN Trust were awarded 100% interest in the Promissory Note.

THE COURT FURTHER FINDS that based upon the September 2014 accounting, Mr. Nelson and the ELN Trust have collected funds in the amount $8,816.55 on the Farmouth Note from June 3, 2013 through September 30, 2014.

THE COURT FURTHER FINDS that Ms. Nelson and the LSN Trust have received payments for the months of October, November, and December of 2014 on the Farmouth Note.

THE COURT FURTHER FINDS that since the Farmouth property was one of the Banone, LLC, properties awarded to Ms. Nelson in the Divorce Decree entered on June 3, 2013, and that she was subsequently awarded 100% interest in the Promissory Note, Ms. Nelson and the LSN Trust are entitled to the $8,816.55 generated from the Promissory Note for the period of June 3, 2013 through September 30, 2014, inclusive.

THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should be required to execute an Assignment of the Promissory Note and Deed of Trust for the 2209 Farmouth Circle property as previously Ordered by this Court.

5704 Roseridge Avenue

THE COURT FURTHER FINDS that 5704 Roseridge Avenue was a property formerly held by Banone, LLC, and was a property included in Mr. Larry Bertsch's value determination of the Banone, LLC, properties.

THE COURT FURTHER FINDS that, during the pendency of the Divorce proceedings, the Roseridge property was sold for $63,000.00.

THE COURT FURTHER FINDS that since the Roseridge property was one of the Banone, LLC, properties awarded to Ms. Nelson and the LSN Trust in the Divorce Decree entered on June 3, 2013, Ms. Nelson and the LSN Trust are entitled to the $63,000.00 generated from the sale of the Roseridge property.

THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should be required to pay Ms. Nelson and the LSN Trust $63,000.00, plus statutory interest from June 3, 2013.

1301 Heather Ridge Lane

THE COURT FURTHER FINDS that 1301 Heather Ridge is a property held by Banone, LLC, and was awarded to Ms. Nelson and the LSN Trust in the Divorce Decree dated June 3, 2013.

THE COURT FURTHER FINDS that the Heather Ridge property had been previously rented to Lance Liu, Mr. Nelson's nephew, for $866.00 per month.

THE COURT FURTHER FINDS that on April 1, 2014, Mr. Nelson entered into a three (3) year Lease for the Heather Ridge property with Lance Liu for the amount of $700.00 per month.

THE COURT FURTHER FINDS that Mr. Nelson indicated that the monthly rent was lowered to $700.00 per month based upon Mr. Liu being responsible for the maintenance of the yard and pool.

THE COURT FURTHER FINDS that considering the fact that the Heather Ridge property has been awarded to Ms. Nelson and the LSN Trust and that no Stay is in place, Mr. Nelson should not have encumbered the property with a long-term lease.

THE COURT FURTHER FINDS that throughout the marriage and pendency of these extensive legal proceedings, Mr. Nelson has consistently transferred property to his family and employees regardless of Ms. Nelson's interest in the properties.

THE COURT FURTHER FINDS that many of Mr. Nelson's transfers of property to his family and friends appeared to be below the actual market value of the properties.

THE COURT FURTHER FINDS that lowering the monthly rent of the Heather Ridge property from $866.00 to $700.00 under the guise of his nephew, Mr. Liu, being required to maintain the yard and pool, was simply a pretext on the part of Mr. Nelson to once again transfer a property interest to a family member at a price below market value.

THE COURT FURTHER FINDS that while Ms. Nelson has submitted "comparables", confirmed by a quick GLVAR search, alleging monthly rental rates of $1,395.00 to $1,600.00 for similar properties, the submitted "comparables" are insufficient for this Court to determine if such properties are truly "comparable" to the Heather Ridge property.

THE COURT FURTHER FINDS that considering the fact that the Heather Ridge property has been awarded to Ms. Nelson and the LSN Trust, and that Mr. Nelson's lowering of the rent to $700.00 per month appears to simply be a pretext to give his nephew, Mr. Liu, a property interest below the market value, Mr. Nelson and the ELN Trust should be required to pay Ms. Nelson and the LSN Trust the amount of $166.00 per month ($866.00 - $700.00 = $166.00) from April 1, 2014 throughout the duration of the lease, with such payments due on the 5th of each month.

Banone LLC Net Profits

THE COURT FURTHER FINDS that Mr. Nelson and ELN's accounting indicates that the Banone, LLC, properties grossed a profit of $132,479.00 from June 1, 2013 to June 30, 2014.

THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust have listed the following costs on the Banone ledger associated with maintaining the Banone properties: general upkeep in the amount of $35,487.20; $65,000.00 management fees; $19,649.83

administrative wages expense; and $28,575.00 maintenance wages expense, for total expenses in the amount of $148.712.03.

THE COURT FURTHER FINDS that applying Mr. Nelson and the ELN Trusts claimed total expenses in the amount of $148,712.03 to the "gross profit" of $132,479, results in a loss of $16,233.03.

THE COURT FURTHER FINDS that while Mr. Nelson and the ELN submitted an Affidavit from Lance Liu, Banone maintenance manager and nephew of Mr. Nelson, a copy of a W-2 or 1099 for Mr. Liu was never provided to this Court.

THE COURT FURTHER FINDS that neither Mr. Nelson nor the ELN Trust submitted proper documentation to verify the validity of the claimed administrative wages expense and the maintenance wages expense, such as, copies of W-2s or 1099 Statements.

THE COURT FURTHER FINDS that the administrative wages expense in the amount of $19,649.83 is excessive considering the fact that such amount reflects 50% of the total gross wages on Mr. Nelson and ELN's business General Ledger.

THE COURT FURTHER FINDS that a reasonable amount for administrative wages expense would be 25% of the total gross wages reflected on Mr. Nelson and ELN's business General Ledger, or $9,824.92.

THE COURT FURTHER FINDS that the maintenance wages expense in the amount of $28,575.00 is excessive considering the fact that such claimed payments to Lance Liu, Mr. Nelson's nephew, reflect 75% of the total gross wages on Mr. Nelson and ELN's business General Ledger.

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DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

THE COURT FURTHER FINDS that a reasonable amount for maintenance wages expense would be 25% of the total gross wages reflected on Mr. Nelson and ELN's business General Ledger, or $9,525.

THE COURT FURTHER FINDS that Mr. Nelson's claimed management fees in the amount of $65,000.00 is extremely unreasonable and that a reasonable property management fee would be 10% of gross profits.

THE COURT FURTHER FINDS that reasonable property management fees would be 10% of the $132,479 gross profit, or $13,247.90.

THE COURT FURTHER FINDS that based upon the aforementioned, the claimed expenses associated with the Banone properties are not reasonable and are merely an attempt to inflate the expenses associated with the Banone properties in order to completely eradicate any monies due and owing to Ms. Nelson and the LSN Trust.

THE COURT FURTHER FINDS that the allowed deductions should be as follows: $35,487.20 for general upkeep; $9,824.92 for administrative wages; $9,525 for maintenance wages; and $13,247.90 for property management fees, for total expenses in the amount of $68,085.02.

THE COURT FURTHER FINDS that subtracting the expenses in the amount of $68.085.02 from the "gross profit" of $132,479, results in an amount of $64,393.98 representing the Banone, LLC, net profits from June 1, 2013 through June 30, 2014.

THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should be required to pay Ms. Nelson and the LSN Trust $64,393.98 representing the Banone, LLC, net profits from June 1, 2103 through June 30, 2014.

Healthcare Deductions

THE COURT FURTHER FINDS that it previously addressed the issue of Mr. Nelson and the ELN Trust using the family medical insurance cost of the Nelson's two youngest children and Ms. Nelson as an offset.

THE COURT FURTHER FINDS that the Divorce Decree made it clear that Mr. Nelson would be responsible for the payment of Carli Nelson's medical insurance premiums.

THE COURT FURTHER FINDS it previously indicated that neither parent has a legal obligation to pay the healthcare costs for Garett Nelson as he had reached the age of majority at the time that the Divorce Decree was entered.

THE COURT FURTHER FINDS that as to the family medical insurance, the Joint Preliminary Injunction entered at the onset of this matter required that the couple maintain the status quo, which included the family medical insurance.

THE COURT FURTHER FINDS that evidence presented during trial established that the family medical insurance premiums were being paid by Dynasty Development Group, which was held in the ELN Trust.

THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust were responsible for the payment of the family medical insurance premiums pursuant to the Joint Preliminary Injunction and no Order was issued by this Court modifying Mr. Nelson and the ELN Trust's responsibility to continue payment of such premiums.

THE COURT FURTHER FINDS that upon this Court requiring Mr. Nelson and the ELN Trust to submit an accounting of the income generated by the Lindell property, Mr. Nelson took it upon himself to modify the responsibility for payment of the family medical insurance premiums by reflecting such payments against the Lindell property.

THE COURT FURTHER FINDS that Mr. Nelson's unilateral decision to reflect the family medical insurance premiums as a debit against the Lindell property was a clear attempt on his part to reduce any monies due and owing to Ms. Nelson.

THIS COURT FURTHER FINDS that prior to Divorce, Mr. and Ms. Nelson each held a 50% interest in the Lindell Property and that Ms. Nelson was awarded 100% interest in the property by the Divorce Decree of June 3, 2013.

THE COURT FURTHER FINDS that Ms. Nelson is not responsible for any family medical insurance payments made during the pendency of these Divorce proceedings.

THE COURT FURTHER FINDS that no deductions should be given for the payment of Carli and Garett's Health Insurance premiums and Ms. Nelson's Insurance premiums, and, accordingly, the net profit of the Lindell property should not be reduced by the payment of such premiums.

THE COURT FURTHER FINDS that after removing the deductions for the "Carli/Garett Health Insurance Premiums" and the "Health/Dental Insurance Lynita Portion" from the Lindell Property results in the following net income due and owing to Ms. Nelson: 2010 = $6,832.28; 2011 = $8,730.31; 2012 = $8,257.76; January 2013 through July 2013, inclusive, = $10,131.07; August 2013 through December 2013, inclusive = $3,706.65; February 2014 through June 2014, inclusive, = $18, 201.98, for a total amount of $55,860.05.

THE COURT FURTHER FINDS that after deducting Ms. Nelson's portion of Insurance Premiums from June 3, 2013 through June 2014, inclusive, in the amount of $14,016.16, from the net income of $55,860.16, leaves an amount due and owing to Ms. Nelson and the LSN Trust of $41,843.89.

THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should be required to pay Ms. Nelson and the LSN Trust the amount of $41,843.89, plus statutory interest from June 3, 2013.

THE COURT FURTHER FINDS that Ms. Nelson is responsible for her own health insurance payments from July 1, 2013 through the present.

THE COURT FURTHER FINDS that since Garett has attained the age of majority, neither Mr. Nelson nor Ms. Nelson are financially responsible for any costs related to his college education.

Imputed Lindell Rents May 6, 2009 to June 3, 2013

THE COURT FURTHER FINDS that prior to the Divorce Decree of June 3, 2013, the Nelson's each held a 50% interest in the Lindell Property via the ELN and LSN Trusts.

THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust occupied 3,200 square feet on the second floor of the Lindell property without paying any rent.

THE COURT FURTHER FINDS that on June 3, 2013, the Divorce Decree awarded Ms. Nelson and the LSN Trust 100% interest in the Lindell property.

THE COURT FURTHER FINDS that a consideration of the Court in awarding Ms. Nelson and the LSN Trust 100% ownership interest in the Lindell property was the fact that Mr. Nelson and the ELN Trust had occupied the premises from May 6, 2009 until June 3, 2013 without paying any rent.

THE COURT FURTHER FINDS that since this Court had considered the non-payment of rent in its determination to award Ms. Nelson and the LSN Trust 100% interest in the Lindell property, it would be inequitable to require Mr. Nelson and the ELN Trust to pay rent for the period in question.

Imputed Lindell Rents July 1, 2013 to Present

THE COURT FURTHER FINDS that 100% interest in the Lindell property was awarded to Ms. Nelson and the LSN Trust as part of the Divorce Decree entered on June 3, 2013.

THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust has occupied 3,200 square feet on the second floor of the Lindell property without paying rent.

THE COURT FURTHER FINDS that during the trial, the expert witness, Larry Bertsch, appraised a fair market rental value of $1.00 per square foot.

THE COURT FURTHER FINDS that Ms. Nelson and the LSN Trust are entitled to rental payments from Mr. Nelson and the ELN Trust for the period of July 1, 2013 to June 30, 2015 in the amount of $3,200.00 per month.

THE COURT FURTHER FINDS that Ms. Nelson and the LSN Trust are entitled to rental payments in the amount of $76,800.00 from Mr. Nelson and the ELN Trust, for the period of July 1, 2013 through June 30, 2015, minus any rental payments made to date, with statutory interest from June 3, 2013.

Vacating the Lindell Property

THE COURT FURTHER FINDS that throughout these lengthy proceedings, Mr. Nelson has continually harassed and threatened Ms. Nelson despite a Mutual Behavior Order, Temporary Protective Order and No Contact Orders being in place.

THE COURT FURTHER FINDS that on June 16, 2014, Mr. Nelson was sentenced to seven (7) days in jail due to his continued harassment of Ms. Nelson.

THE COURT FURTHER FINDS that on June 3, 2015, Mr. Nelson was again found guilty of contempt for yelling, cursing, aggressively approaching and grabbing locks from Ms. Nelson causing her to fall onto the stairs and was sentenced to twenty-five (25) days in jail.

THE COURT FURTHER FINDS that Mr. Nelson's continued contemptuous behavior has rendered a Landlord/Tenant relationship between him and Ms. Nelson untenable.

THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should vacate the Lindell property on or before August 31, 2015, by 5:00 p.m.

Security Gate

THE COURT FURTHER FINDS that Mr. Nelson, following entry of the Divorce Decree, installed a security gate restricting access to the second floor of the Lindell property.

THE COURT FURTHER FINDS that Ms. Nelson requested that Mr. Nelson remove the gate, but her request was ignored.

THE COURT FURTHER FINDS that Ms. Nelson incurred a $375.00 expense for the removal of said gate and should be reimbursed by Mr. Nelson for this expense.

830 Arnold Ave, Greenville, MS

THE COURT FURTHER FINDS that the LSN Trust owned the 830 Arnold Ave. property prior to the Divorce and remains the sole owner of the property.

THE COURT FURTHER FINDS that Mr. Nelson, as Investment Trustee for the LSN Trust, was the manager of said property prior to and during the pendency of the Divorce.

THE COURT FURTHER FINDS that the accounting provided by Mr. Nelson and the ELN Trust for the period of June 3, 2013 through September 30, 2014, reflects net income for the Arnold property in the amount of $1,037.72.

THE COURT FURTHER FINDS that Ms. Nelson and the LSN Trust are entitled to payment in the amount of $1,037.72 from Mr. Nelson and the ELN Trust for the Arnold property.

THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should be required to provide Ms. Nelson and the LSN Trust with an accounting for the period from May 6, 2009 through June 3, 2013 of all income and expenses for the Arnold property.

THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should be required to pay Ms. Nelson and the LSN Trust all income received, less all actual and documented expenses, for the Arnold property for the period of May 6, 2009 through present, with statutory interest from May 6, 2009.

Russell Road Property

THE COURT FURTHER FINDS that it previously found that the ELN Trust held a 66.67% interest in the Russell Road Property and a 66.67% interest in the Note for rents, taxes and proceeds related to this property.

THE COURT FURTHER FINDS that the LSN Trust was not properly compensated for the transferring of its previously held interest in the Russell Road property, and, as such, this Court awarded the LSN Trust 50% of the ELN Trust's interest in the property, resulting in the LSN Trust receiving a 1/3 interest in the property as part of the Divorce Decree.

THE COURT FURTHER FINDS the Russell Road Property generated a profit of $80,084.00 for the period of June 1, 2013 to June 30, 2014.

THE COURT FURTHER FINDS that Ms. Nelson and the LSN Trust are entitled to 1/3 of the $80,084.00 Russell Road profit, or $26,694.66.

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THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should be required to pay Ms. Nelson and the LSN Trust the amount of $26,694.66, plus statutory interest from June 3, 2013.

THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust has not provided any further accounting beyond June 30, 2014 for the Russell Road property.

THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should be required to pay Ms. Nelson and the LSN Trust 1/3 of the monthly profits for the Russell Road property from July of 2014 and every month thereafter, with payments due on the 15th of each month.

THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should direct the Payor of the Note associated with the Russell Road Investment to pay Ms. Nelson and the LSN Trust's 1/3 share directly to Ms. Nelson and the LSN Trust.

Mississippi RV Park

THE COURT FURTHER FINDS that the Mississippi RV Park property was owned outright by the LSN Trust prior to the Divorce and remains so today.

THE COURT FURTHER FINDS that according to Mr. Bertsch's report, the property was being leased by the Silver Slipper Casino for $4,000.00 per month.

THE COURT FURTHER FINDS that neither Ms. Nelson nor the LSN Trust has received any funds related to the lease of this property.

THE COURT FURTHER FINDS that in or about April of 2012, the Silver Slipper Casino was sold to Full House Resorts.

THE COURT FURTHER FINDS that Full House Resorts will not provide the LSN Trust with any information related to the Mississippi RV Park lease without a Subpoena.

THE COURT FURTHER FINDS that a Subpoena Duces Tecum should be issued directing Full House Resorts to produce all contractual agreements concerning the Mississippi RV Park and payments made by such entity to Mr. Nelson and/or the ELN Trust, and/or any related business entity, for use of the Mississippi RV Park for the period of May 6, 2009 to present.

THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust shall provide an accounting for the Arnold property and Mississippi RV Park lease on or before July 31, 2015, by 5:00 p.m.

Wyoming Property

THE COURT FURTHER FINDS that Ms. Nelson and the LSN Trust have held title to approximately 200 acres of land adjacent to Wyoming Downs in Evanston, WY.

THE COURT FURTHER FINDS that it appears that Mr. Nelson may have granted Brandon C. Roberts grazing rights to the Wyoming property.

THE COURT FURTHER FINDS that Mr. Nelson testified that he has not received any payments related to any grazing agreement between himself and Mr. Roberts.

THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should provide Ms. Nelson and the LSN Trust with all contracts concerning Ms. Nelson's Wyoming property and submit an accounting of all income received by Mr. Nelson and the ELN Trust for the period of May 6, 2009 to present, on or before July 31, 2015, by 5:00 p.m.

THE COURT FURTHER FINDS that, if necessary, a Subpoena Duces Tecum will be issued directing the production of any and all documentation concerning any compensation that Mr. Roberts or any other party has paid to Mr. Nelson and/or the ELN Trust for the grazing rights to Ms. Nelson and the LSN Trust's Wyoming land.

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Attorney Fees for June 16, 2014 Contempt Finding Against Mr. Nelson

THE COURT FURTHER FINDS that Ms. Nelson is entitled to attorney's fees stemming from the commencement of the contempt proceedings in June of 2014 pursuant to NRS 22.100(3).

THE COURT FURTHER FINDS the following: that Attorney Dickerson has over 38 years of legal experience and Attorney Provost has over 12 years of legal experience; that the Dickerson Law firm is an AV rated firm; that Attorney Provost is certified as a Family Law Specialist; that the character of the work performed was intricate and important in curbing the harassing and aggressive behavior of Mr. Nelson towards their client, Ms. Nelson; that counsel expended considerable time and attention to the work performed; that counsel performed their work with a high degree of skill and professionalism; and that counsel were successful in having Mr. Nelson found in Contempt of Court for his continued harassment of their client.

THE COURT FURTHER FINDS that upon review of the Memorandum of Fess and Costs, the following fees and costs are reasonable: 22.6 hours of billable attorney time at $400.00 per hour ($9,040.00); 2.0 hours of billable attorney time at $550.00 per hour ($1,100.00); 11.1 hours of billable paralegal time at $175.00 per hour ($1,942.50); and costs in the amount of $972.24, for a total amount of $13,054.74.

THE COURT FURTHER FINDS that Mr. Nelson should be required to pay attorney fees and costs in the amount of $13,054.74 to Ms. Nelson.

THEREFORE, IT IS HEREBY ORDERED that Mr. Nelson and the ELN Trust shall remit a payment in the amount of $78,000.00 to Ms. Nelson and the LSN Trust for the JB Ramos Note, plus statutory interest from June 3, 2013, with such payment to be made on or before July 10, 2015, by 5:00 p.m.

IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay Ms. Nelson and the LSN Trust the amount of $8,816.55 for income generated by the 2209 Farmouth Circle Promissory Note for the period of June 3, 2013 through September 30, 2014, inclusive, with such payment due on or before July 10, 2015, by 5:00 p.m.

THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust shall execute the Assignment of the Promissory Note and Deed of Trust for 2209 Farmouth Circle on or before July 10, 2015, by 5:00 p.m.

IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay Ms. Nelson and the LSN Trust the $63,000.00 generated from the sale of the 5704 Roseridge property, plus statutory interest from June 3, 2013, with such payment due on or before July 10, 2015, by 5:00 p.m.

IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay Ms. Nelson and the LSN Trust the amount of $166.00 per month for the 1301 Heather Ridge Lane property from April 1, 2014 throughout the duration of the lease, with such payments due on the 5th of each month.

IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay Ms. Nelson and the LSN Trust the amount of $64,393.98 for the Banone, LLC, net profits from June 1, 2013 through June 30, 2014, with such payment due on or before July 10, 2015, by 5:00 p.m.

IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall provide Ms. Nelson and the LSN Trust with all information and documentation necessary to manage the Banone, LLC, properties as requested in the letter dated July 21, 2014, and that such information and documentation shall be provided on or before July 10, 2015, by 5:00 p.m.

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IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay Ms. Nelson and the LSN Trust the amount of $41,843.89, plus statutory interest from June 3, 2013, as payment for the "Carli/Garett Health Insurance Premiums" and the "Health/Dental Insurance Lynita Portion" deductions taken as offsets against the Lindell property, with such payment due on or before July 10, 2015, by 5:00 p.m.

IT IS FURTHER ORDERED that neither parent is legally responsible for the healthcare or educational costs associated with the Nelsons' adult son, Garett Nelson.

IT IS FURTHER ORDERED that Ms. Nelson is responsible for her own health insurance costs as of July 1, 2013.

IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay Ms. Nelson and the LSN Trust the amount of $76,800.00, minus any payments made to date, with statutory interest from June 3, 2013 as rental payments for the Lindell property for the period July 1, 2013 through June 30, 2015, with such payment due on or before July 10, 2015, by 5:00 p.m.

IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall provide Ms. Nelson and the LSN Trust with all information and documentation necessary to manage the Lindell property as requested in the letter dated July 21, 2014, and that such information and documentation shall be provided on or before July10, 2015, by 5:00 p.m.

IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall vacate the Lindell property on or before August 31, 2015, by 5:00 p.m.

IT IS FURTHER ORDERED that Mr. Nelson shall reimburse Ms. Nelson $375.00 for the cost of removing the unauthorized security gate.

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IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay Ms. Nelson and the LSN Trust the amount of $1,037.72 for the 830 Arnold Avenue property, with such payment due on or before July 10, 2015, by 5:00 p.m.

IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall provide an accounting to Ms. Nelson and the LSN Trust of all income and expenses for Arnold Avenue, generated between May 6, 2009 and September 30, 2014, with such accounting due on or before July 31, 2015, by 5:00 p.m.

IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay Ms. Nelson and the LSN Trust all income received, less all actual and documented expenses, for Arnold Avenue, for the period of May 6, 2009 through present, with statutory interest from May 6, 2009, with such payment due on or before August 31, 2015, by 5:00 p.m.

IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay Ms. Nelson and the LSN Trust the amount of $26,694.66, plus statutory interest from June 3, 2013, as payment for 1/3 of the profits from the Russell Road property for the period of June 1, 2013 through June 30, 2014, with such payment due on or before July 10, 2015, by 5:00 p.m.

IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay Ms. Nelson and the LSN Trust 1/3 of the monthly profits for the Russell Road property from July of 2014 and every month thereafter, plus statutory interest from July 1, 2014, with payments due on the 15th of each month.

IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall execute all assignment(s) or other documents necessary to secure Ms. Nelson and the LSN's 1/3 interest in the Russell Road Investments, with all necessary documents executed on or before July 10, 2015, by 5:00 p.m.

IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall direct the Payor of the Promissory Note associated with the Russell Road Investment to pay Ms. Nelson and the LSN Trust's 1/3 share directly to Ms. Nelson and the LSN Trust, on or before July 10, 2015, by 5:00 p.m.

IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall provide Ms. Nelson and the LSN Trust with a copy of all documents relating to the Russell Road Investment, with such documentation due on or before July 10, 2015, by 5:00 p.m.

IT IS FURTHER ORDERED that a Subpoena Duces Tecum shall issue directing Full House Resorts to produce all contractual agreements concerning the Mississippi RV Park and all payments made by such entity to Mr. Nelson and/or the ELN Trust, and/or any related business entity, for the use of the Mississippi RV Park for the period of May 6, 2009 through present.

IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall provide Ms. Nelson and the LSN Trust with an accounting for all income received and expenses attributable to the Mississippi RV Park property, for the period of May 6, 2009 through present, with such accounting due on or before July 31, 2015, by 5:00 p.m.

IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall provide Ms. Nelson and the LSN Trust with a copy of the original Lease Agreement between the Silver Slipper Casino and Bay Resorts, LLC, for the use of the Mississippi RV Park.

IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay to Ms. Nelson and the LSN Trust all income received, minus all actual and documented expenses, attributable to the Mississippi RV Park property, for the period of May 6, 2009 through present, with such payment due on or before August 31, 2015, by 5:00 p.m.

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IT IS FURTHER OREDERED that Mr. Nelson and the ELN Trust shall execute the four (4) Quitclaim Deeds required to transfer the Mississippi property to Ms. Nelson and the LSN Trust, with such Deeds to be executed on or before July 10, 2015, by 5:00 p.m.

IT IS FURTHER ORDERED that a Subpoena Duces Tecum shall issue directing the production of any and all documentation concerning any compensation that Brandon C. Roberts or any other party has paid to Mr. Nelson and/or the ELN Trust for the grazing rights of Ms. Nelson and the LSN Trust's Wyoming land.

IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall provide Ms. Nelson and the LSN Trust with any and all contracts concerning Ms. Nelson and the LSN's Wyoming land and shall submit an accounting of all income received by Mr. Nelson and/or the ELN Trust for the period of May 6, 2009 through present, with such documentation and accounting to be submitted on or before July 31, 2015, by 5:00 p.m.

IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay Ms. Nelson and the LSN Trust all income received, minus all actual and documented expenses, attributable to the Wyoming property, plus statutory interest from May 6, 2009, with such payment due on or before August 31, 2015, by 5:00 p.m.

IT IS FURTHER ORDERED that Mr. Nelson shall pay Ms. Nelson attorney fees and costs in the amount of $13,054.74 for the proceedings which resulted in Mr. Nelson being found in Contempt of Court on June 16, 2014 for his continued harassment of Ms. Nelson, with such payment due on or before July 10, 2015, by 5:00 p.m.

Dated this 8 day of June, 2015.

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

FRANK P. SULLIVAN
DISTRICT JUDGE
FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

Exhibit "G"

SEALED

CASE

FILED
JUN 27 2013
CLERK OF COURT

TRANS

COPY

EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC L. NELSON, Plaintiff, vs. LYNITA NELSON, Defendant.	CASE NO. D-09-411537-D DEPT. O **(SEALED)**

BEFORE THE HONORABLE FRANK P. SULLIVAN
DISTRICT COURT JUDGE

TRANSCRIPT RE: MOTION

WEDNESDAY, JUNE 19, 2013

APPEARANCES:

The Plaintiff:	NOT PRESENT
For the Plaintiff:	RHONDA FORSBERG, ESQ. 64 N. Pecos Rd., #700 Henderson, Nevada 89074 (702) 990-6448
The Defendant:	LYNITA NELSON
For the Defendant:	ROBERT DICKERSON, ESQ. KATHERINE PROVOST, ESQ. 1745 Village Ctr. Cir. Las Vegas, Nevada 89134 (702) 388-8600
The Trustee:	ROCHELLE McGOWAN JOAN RAMOS
For the ELN Trust:	JEFFREY LUSZECK, ESQ. 9060 W. Cheyenne Ave. Las Vegas, Nevada 89129 (702) 853-5483

going to give you up to the release by Friday, 5:00 o'clock. That gives you two days. That way you can try to get extraordinary relief if necessary. 24 hours is kind of tough, gives you a chance a talk. I -- I believe Thailand has telephones and emails in Thailand I believe they have, so I imagine that it -- Mr. Nelson can be contacted.

I have serious concerns with that money being transferred into the trust that that money would dissipate. And that's my concerns on that. If it's still with Mr. Stephens' account, I would have frozen that account, you know, if I needed to on that, but I'm concerned on that.

So I am going to grant the motion. I'm denying the motion for stay. I'll give you a chance to -- now you can pursue your extraordinary relief if the supreme court has deemed appropriate. And I will address any issues at that time at the supersedeas bonds or otherwise, whatever needs to be done.

This case has been going on for a long time. I respect both parties. I am seriously concerned. Mr. Nelson has been controlling the estate essentially since day one. Now he's losing control of the estate. And no disrespect to him. I expect a lot of problems trying to get payment. That's why I did lump sums with my findings, because I can see this going on til the world ended to be honest. And I do

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, AND ERIC L. NELSON, INDIVIDUALLY, AND IN HIS CAPACITY AS INVESTMENT TRUSTEE OF THE ERIC L. NELSON NEVADA TRUST DATED MAY 30, 2001,

Respondents/Cross-Appellants.

SUPREME COURT CASE NO.: 66772
Consolidated Case No. 68292

Electronically Filed
Jul 23 2015 08:48 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

RESPONDENT/CROSS-APPELLANT, LYNITA SUE NELSON'S, MOTION FOR CLARIFICATION OF THE ORDER CONSOLIDATING APPEALS AND GRANTING STAY CONDITIONED UPON POSTING OF BOND, TO DISSOLVE STAY OF PROCEEDINGS AND ORDERS NOT SUBJECT TO APPEAL, TO ALLOW FOR PROTECTION AGAINST HARASSMENT AND DOMESTIC VIOLENCE, AND TO FULLY DEFINE AMOUNT OF BOND

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Attorneys for Respondent/Cross-Appellant, LYNITA NELSON and the LSN NEVADA TRUST dated May 30, 2001

MEMORANDUM OF POINTS AND AUTHORITIES

COMES NOW, Respondent/Cross-Appellant, LYNITA SUE NELSON ("Lynita"), individually and in her capacity as Investment Trustee of the LSN Nevada Trust dated May 30, 2001, and moves this Honorable Court for clarification of the Order Consolidating Appeals and Granting Stay Conditioned Upon Posting of Bond issued July 8, 2015 ("Order Granting Stay"). Specifically, Lynita respectfully requests that the Court (1) clarify that the Order Granting Stay does not stay proceedings and enforcement of orders in the district court which have not been challenged on appeal, or in the alternative, dissolve the stay to the extent it can be read to apply to such proceedings and orders, (2) allow the district court to make necessary orders to protect Lynita from domestic violence and harassment, and (3) clarify the amount of the bond required by the Order Granting Stay by establishing a more definitive bond amount, or mechanism to determine such amount, which accomplishes the Court's intention of protecting Lynita from any potential prejudice stemming from this appeal.

I. INTRODUCTION

On July 8, 2015, this Court issued its Order Consolidating Appeals and Granting Stay Conditioned Upon Posting of Bond. In the Order Granting Stay, the Court consolidated Docket Numbers 66772 and 68292, granted a stay of "all proceedings in the district court case no. D-09-411537-D," and ordered Appellant, Matt Klabacka, as Distribution Trustee of the Eric L. Nelson Nevada Trust dated May 30, 2001 ("ELN Trust"), to post a bond "in an amount equal to the amount directed by the district court to be transferred pursuant to its June 8, 2015, order." The Order Granting Stay has stayed certain proceedings in the district court which are unrelated to the issues on appeal, and has further stayed enforcement of orders from the district court which have not been appealed or challenged. Additionally, the amount of the bond required by the July 8, 2015 Order Granting Stay, which bond was intended to prevent any prejudice to Lynita from the delay caused by this appeal, cannot be

readily ascertained. Lynita seeks clarification to ensure that the bond amount established is sufficient to meet its purpose of preventing any potential prejudice to Lynita from this appeal.

II. STATEMENT OF FACTS AND PROCEDURAL HISTORY

On June 3, 2013, the Eighth Judicial District Court, Honorable Frank P. Sullivan, issued a fifty (50) page decision and Decree of Divorce ("Decree"), a copy of which is attached hereto as **Exhibit A.** The majority of facts related to the underlying divorce action, which spanned over four (4) years and encompassed fifteen (15) days of trial, were set forth in Lynita's Response to 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 ("Response to Motion"), filed July 7, 2015 in Docket Number 68282, and are not restated herein. Instead, the "Statement of Facts and Procedural History" set forth in the Response to Motion are incorporated herein by reference, and the instant summary of facts will only highlight and discuss those facts which are necessary to address the requests contained in this Motion.

Since entry of the Decree, there have been several hearings in the district court regarding the enforcement of same. On September 18, 2014, the district court entered its Order Regarding Transfer of Property and Injunctions ("Order Regarding Injunctions"), which, among other things, enjoined certain real properties from being sold pending appeal to ensure that such properties would be preserved, and froze certain monies awarded to Lynita in a blocked account. **Exhibit B**. On January 26, 2015, the parties appeared before the district court on several issues related to enforcement of the Decree, and accounting issues regarding monies owed by the ELN Trust and/or Eric to Lynita. Following a lengthy hearing, the district court took all issues under advisement.

On March 13 and April 21, 2015, Eric and Lynita appeared before the district court for an evidentiary hearing on Orders to Show Cause which were issued against

both parties as a result of alleged violations of the district court's April 16, 2010 Mutual Behavior Order and October 5, 2011 No Contact Order. Prior to said evidentiary hearing, Eric had twice before been found in contempt of court for harassing Lynita and violating the district court's orders. On June 9, 2011, an Order was entered by the district court finding Eric in contempt of court for violating a Temporary Protective Order issued against him. **Exhibit C**. The Court sentenced Eric to ten (10) days of incarceration but suspended the sentence. On June 16, 2014, the district court found Eric to have committed seven (7) violations of its Mutual Behavior Order, including harassment of Lynita and her attorney, Robert P. Dickerson, Esq., at a restaurant. Eric was sentenced to seven (7) days incarceration, which he served.

On June 3, 2015, the district court rendered its Findings of Fact and Order ("June 3, 2015 Order," a copy of which is attached hereto as **Exhibit D**) from the Order to Show Cause evidentiary hearing, finding Eric in contempt of court for willfully and knowingly violating the Mutual Behavior Order and the October 5, 2011 No Contact Order, and denying Eric's request that the Court find Lynita in contempt of court as "devoid of merit." **Exhibit D**. Eric was sentenced to twenty-five (25) days of incarceration at the Clark County Detention Center, and was ordered to pay attorneys' fees and costs to Lynita.[1] Eric never appealed the June 3, 2015 Order.

On June 8, 2015, the district court entered its Findings of Fact and Order ("June 8, 2015 Order," attached hereto as **Exhibit F**), which contained the district court's decision on the Decree enforcement and accounting issues argued at the January 26, 2015 hearing. The June 8, 2015 Order also restated the district court's findings and order regarding attorneys' fees and costs to be awarded to Lynita from Eric for "[Eric's] continued harassment of [Lynita]," required Eric to personally pay

[1] The district court later reduced the sentence by two (2) days to allow Eric to attend a previously scheduled bankruptcy hearing "as a courtesy to the Bankruptcy Court and to the other parties involved in [the bankruptcy] case." See **Exhibit E**, Order for Release on June 30, 2015.

monies to Lynita for installation of a gate, and required Eric and the ELN Trust to vacate the property located at 3611 S. Lindell Road, Las Vegas, Nevada ("Lindell Property"), where Eric's most recent violation of the Mutual Behavior Order and No Contact Order occurred. **Exhibit F**. Specifically, with regards to Eric's continued harassment of Lynita and the need for him to vacate the Lindell Property, the Court found as follows:

> Vacating the Lindell Property
>
> THE COURT FURTHER FINDS that throughout these lengthy proceedings, Mr. Nelson has continually harassed and threatened Ms. Nelson despite a Mutual Behavior Order, Temporary Protective Order and No Contact Orders being in place.
>
> THE COURT FURTHER FINDS that on June 16, 2014, Mr. Nelson was sentenced to seven (7) days in jail due to his continued harassment of Ms. Nelson.
>
> THE COURT FURTHER FINDS that on June 3, 2015, Mr. Nelson was again found guilty of contempt for yelling, cursing, agressively approaching and grabbing locks from Ms. Nelson causing her to fall onto the stairs and was sentenced to twenty-five (25) days in jail.
>
> THE COURT FURTHER FINDS that Mr. Nelson's continued contemptuous behavior has rendered a Landlord/Tenant relationship between him and Ms. Nelson untenable.
>
> THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should vacate the Lindell property on or before August 31, 2015, by 5:00 p.m.

Exhibit F, pgs. 13-14.

On June 23, 2015, the ELN Trust appealed the June 8, 2015 Order (Docket Number 68292). The next day, the ELN Trust filed its 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 ("Motion to Stay"). Eric has never appealed the June 8, 2015 Order, and filed no response whatsoever to the Motion to Stay.

On July 8, 2015, the Court issued its Order Granting Stay, which stayed "all proceedings in the district court case no. D-09-411537-D," and ordered the ELN Trust to post a bond "in an amount equal to the amount directed by the district court

to be transferred pursuant to its June 8, 2015, order." In ordering the bond, the Court cited to *Nelson v. Heer*, 121 Nev. 832, 835, 122 P.3d 1252, 1254 (2005), "explaining that the purpose of requiring security for a stay pending an appeal is to prevent prejudice resulting from the delay."

At the time the Court issued its Order Granting Stay, the parties were scheduled to appear before the district court (1) on July 21, 2015 on a Motion for Reconsideration filed by the ELN Trust and opposition and countermotion thereto filed by Lynita, and (2) on August 24, 2015 on a Motion for Order to Show Cause filed by Lynita against Eric for violation of the district court's June 3, 2015 Order. After receiving the Order Granting Stay from this Court, however, the district court vacated all future hearings including those proceedings against Eric which are related to issues and orders that have never been appealed, and more specifically, protection of Lynita from domestic violence.

In addition, while Lynita certainly appreciates the Court's order that the ELN Trust post a bond equal to the amount ordered by the district court to be transferred to Lynita under the June 8, 2015 Order (which when combined with the prior injunctions and transfers ordered by the district court will certainly protect Lynita's property rights and awards pending appeal), more direction is needed to prevent disputes as to the amount of the bond actually required, and to ensure that the Court's purpose of preventing prejudice to Lynita is accomplished. The reason more direction is needed is that the June 8, 2015 Order contained several amounts which were yet to be determined by court ordered accountings, or which are being received on an ongoing monthly basis. The following are just a few such examples:

(1) Russell Road property - In the Decree, the district court found that the ELN Trust owned a 66.67% interest in the property referred to as the Russell Road property, and a 66.67% interest in the promissory note and deed of trust associated therewith. The district court found that the ELN Trust and Eric took the Russell Road property from Lynita and the LSN Nevada Trust dated May 30, 2001 ("LSN Trust"),

without compensation. The Court equally divided the 66.67% interest in the Russell Road property in the Decree, with Eric and Lynita each receiving an interest in same valued at $2,265,113.50. The June 8, 2015 Order requires the ELN Trust to (a) pay Lynita $26,694.66 plus statutory interest from June 3, 2013, as payment for her share of the profits from the Russell Road property from June 1, 2013 through June 30, 2014, (b) pay Lynita her share of the profits from the Russell Road property from July 2014 to present date (which profits have yet to be determined), plus profits received each and every month going forward, and (c) "execute all assignment(s) or other documents necessary to secure" Lynita's interest in the Russell Road property.

(2) Wyoming and Mississippi properties – The June 8, 2015 Order requires the ELN Trust to pay Lynita for proceeds previously received from the lease of certain properties in Mississippi and Wyoming, which properties have always been held by Lynita and the LSN Trust. The June 8, 2015 Order, however, does not establish the specific amount of such payments (which are presently unknown), but instead requires the ELN Trust to provide the necessary documents and account for such proceeds.

As can be seen from the examples above, there are large sums of money owed to Lynita under the June 8, 2015 Order which have not yet been determined, or which continue to be received on a monthly basis by Eric and the ELN Trust. The Order Granting Stay requires the ELN Trust to pay a bond for all amounts owed under the June 8, 2015 Order, but requires additional clarification to prevent any disputes regarding the amount of such bond, determining same, and future adjustments to same.

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III. LEGAL ANALYSIS

A. The Order Granting Stay Should Be Clarified So That It Is Not Interpreted To Stay Proceedings And Enforcement Of Orders In The District Court Which Have Not Been Appealed, Or In The Alternative, The Stay Should Be Dissolved To The Extent That It Applies To Such Proceedings

As set forth above, the Order Granting Stay as written appears to stay any and all future proceedings in the district court until further order of this Court. Eric, however, never appealed the orders entered against him for multiple violations of the Court's Mutual Behavior Order, No Contact Order, and Temporary Protection Order (which orders Eric also did not appeal), including, but not necessarily limited to, the June 3, 2015 Order and June 8, 2015 Order. The time for Eric to appeal such orders has passed. NRAP 4(a). As a result, there is no basis to stay the district court's proceedings related to enforcement of such orders, and protection of Lynita from domestic violence. Absent the language contained in the Order Granting Stay staying "all proceedings," the district court would have continuing jurisdiction over such issues which "are collateral to and independent from" the orders on appeal. *See, e.g., Foster v. Dingwall*, 126 Nev. 56, 228 P.3d 453, 454-55 (2010). Accordingly, the Court should clarify its Order Granting Stay to allow for proceedings which are collateral to and independent from the appealed orders/issues to proceed in the district court. This should include, but not necessarily be limited to, the enforcement of the district court's contempt orders against Eric and award of attorneys' fees and costs.

B. The Court Should Allow The District Court To Remove Eric From The Lindell Property To Protect Lynita From Domestic Violence

The Order Granting Stay requires that the ELN Trust post a bond to secure the district court's June 8, 2015 Order. There is one (1) order contained in the June 8, 2015 Order which cannot be secured by a bond: removal of Eric and the ELN Trust from the Lindell Property. Such order is not specifically addressed in the Order Granting Stay, but is encompassed by the Court's stay. The Court should enter an

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Order which clarifies[2] that the stay does not apply to the removal of Eric from the Lindell Property, or which dissolves the stay to the extent it prevents the district court from removing Eric from the Lindell Building.

As set forth above, Eric individually did not appeal the June 8, 2015 Order. To the extent that such Order is related to the enforcement of the district court's Decree which awarded a one-half (½) interest in the Lindell Building held in the name of the ELN Trust to be transferred to Lynita (Lynita already held title to the other 50% interest at the time of the parties' divorce), the district court must still be able to enter orders to protect a spouse, former spouse, or co-owner from violence and harassment. Although there does not appear to be any decision from this Court on point, it is respectfully suggested that it is against the public policy of this State to stay orders pending appeal which are intended to protect a party from domestic violence and continued harassment. Accordingly, this Court should, at the very least, allow the district court to require Eric to vacate or not be present at the Lindell Building for Lynita's protection. The district court gave Eric every opportunity to act appropriately and in a civil manner, but Eric continued to violate the district court's orders. Even incarceration could not curtail Eric's harassment of Lynita, and it is unknown just what Eric is capable of and how far he will go to harass and harm Lynita.

C. The Court Should Establish A Definitive Bond Amount, Or Mechanism For Determining Such Amount, Which Serves The Court's Intention To Protect Lynita From Any Potential Prejudice From The Delay Caused By This Appeal

NRCP 62(c) provides:

> When an appeal is taken the appellant by giving a supersedeas bond may obtain a stay subject to the exceptions contained in subdivision (a) of this rule. The bond may be given at or after the time of filing the notice of appeal. The stay is effective when the supersedeas bond is filed.

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[2] To the extent the Court considers this request, or any other request contained in this motion, to be for reconsideration or rehearing instead of clarification, Lynita respectfully requests that such request be treated as one for reconsideration or rehearing.

This Court may condition a party's request for a stay of a judgment or order on the party's filing of a bond or other appropriate security in the district court. NRAP 8(a)(2)(E).

The Court has already ruled in its Order Granting Stay that the ELN Trust is required to post a bond "in an amount equal to the amount directed by the district court to be transferred pursuant to its June 8, 2015, order." The purpose of the bond as stated by the Court is to prevent any potential prejudice to Lynita as a result of the delay during appeal. As set forth in the Statement of Facts and Procedural History above, certain amounts ordered to be paid in the June 8, 2015 Order have not yet been ascertained. Lynita respectfully requests that the Court clarify its Order Granting Stay in one (1) of the following two (2) alternative manners:

(1) The ELN Trust should be required to post an initial bond equal to the amounts already defined under the June 8, 2015 Order, by the due date ordered in the Order Granting Stay. The district court should be permitted to complete the accountings ordered under the June 8, 2015 Order and to determine the exact amount of the additional sums required to be paid to Lynita under such order. The ELN Trust should then be required to increase its initial bond by the amount determined.

Additionally, the district court should also be permitted to increase the bond quarterly by determining any additional monies received by the ELN Trust for properties awarded to Lynita, or in the alternative, the ELN Trust should be enjoined from transferring or spending any monies received on account of properties awarded to Lynita, and to deposit the gross sums received each month into a blocked account.

(2) The ELN Trust should be required to post a bond equal to the amounts already defined under the June 8, 2015, plus an amount equal to the full value of Lynita's share of the Russell Road note ($2,265,113.50 less the $26,694.66 already listed and accounted for in the June 8, 2015 Order). This additional bond will protect against the transfer of the Russell Road note, the expenditure of any future payoff or proceeds from same, and even if Russell Road is not completely paid off during the

pendency of the appeal, would protect the additional amounts required to be paid under the June 8, 2015 Order which have not yet been determined.

The district court has consistently expressed its concerns about whether Eric and the ELN Trust will comply with orders for payment of monies or transfers of property to Lynita. See **Exhibit A**; see also **Exhibit G**, Transcript from June 19, 2013 Hearing, pg. 19, lines 19-24. Absent a bond or injunction which covers the full amount ordered by the June 8, 2015 Order, including all monthly sums which will be received during the pendency of this appeal, it is likely that Lynita will never be able to recover the judgments awarded to her by the district court. Accordingly, Lynita respectfully requests that the Court clarify the Order Granting Stay as set forth above.

IV. CONCLUSION

Based on the foregoing Memorandum of Points and Authorities, Lynita respectfully requests that this Honorable Court (1) clarify that the Order Granting Stay does not stay proceedings and enforcement of orders in the district court which have not been challenged on appeal, or in the alternative, dissolve the stay to the extent it can be read to apply to such proceedings and orders, (2) allow the district court to make necessary orders to protect Lynita from domestic violence and harassment, and (3) clarify the amount of the bond required by the Order Granting Stay by establishing a more definitive bond amount, or mechanism to determine such amount, which fully protects Lynita from any potential prejudice stemming from this appeal.

DATED this 22nd day of July, 2015.

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CERTIFICATE OF SERVICE

I certify that I am an employee of THE DICKERSON LAW GROUP, and that on this 22nd day of July, 2015, I filed a true and correct copy of the foregoing RESPONDENT/CROSS-APPELLANT, LYNITA SUE NELSON'S, MOTION FOR CLARIFICATION OF THE ORDER CONSOLIDATING APPEALS AND GRANTING STAY CONDITIONED UPON POSTING OF BOND, TO DISSOLVE STAY OF PROCEEDINGS AND ORDERS NOT SUBJECT TO APPEAL, TO ALLOW FOR PROTECTION AGAINST HARASSMENT AND DOMESTIC VIOLENCE, AND TO FULLY DEFINE AMOUNT OF BOND, 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:

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