

EXHIBIT 1

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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

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 R. SULLIVAN
DISTRICT JUDGE

FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

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

5 THE COURT HEREBY FINDS that this Court entered a Divorce Decree in this matter
6 on June 3, 2013.
7

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

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

13 THE COURT FURTHER FINDS that on May 23, 2014, the Nevada Supreme Court
14 denied ELN's Petitions for Writs of Prohibition which further vacated all temporary Stays of
15 the Divorce Decree.
16

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

20 THE COURT FURTHER FINDS that said Order also enjoined the LSN Trust from
21 selling or encumbering these properties and also enjoined the ELN and LSN Trusts from selling
22 or encumbering their interest in their jointly held Brian Head cabin.
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24 THE COURT FURTHER FINDS that the June 4, 2014 Order also entitled Ms. Nelson
25 to the income from the Lindell and Banone properties from the date of the Decree (June 3,
26 2013) to present.
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2 THE COURT FURTHER FINDS that Ms. Nelson now files this Motion in an effort to
3 enforce the Decree and the June 4, 2014 Order.

4 THE COURT FURTHER FINDS that the ELN Trust has requested that this Court Stay
5 any decision on the Motion until after a February 27, 2015, Settlement Conference.
6

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

10 4601 Concord Village Property

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

14 THE COURT FURTHER FINDS that the property was vacated in July of 2014 and that
15 the \$500.00 Security Deposit was returned to the Tenant.
16

17 THE COURT FURTHER FINDS that, upon being vacated, the 4601 Concord Village
18 Drive property was dirty, had some debris left in the yard and required repairs in the amount of
19 \$14,679.01.

20 THE COURT FURTHER FINDS that, while the property was dirty, had some debris
21 left in the yard and needed repairs, there was insufficient evidence for this Court to determine if
22 the Tenant's \$500.00 Security Deposit should have been forfeited as the condition of the
23 property upon the Tenant renting the premises was unknown to this Court.
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25 THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should not be
26 required to reimburse Ms. Nelson the \$500.00 Security Deposit that was returned to the Tenant.
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2 JB Ramos Note

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

5 THE COURT FURTHER FINDS that the detailed accounting completed by Larry
6 Bertsch, CPA, valued the JB Ramos Note at \$78,000.00.
7

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

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

12 THE COURT FURTHER FINDS that the ELN's Opposition did not indicate that Ms.
13 Nelson or the LSN Trust had already received any payments attributed to the JB Ramos Note.
14

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

18 2209 Farmouth Circle Note

19 THE COURT FURTHER FINDS that 2209 Farmouth Circle was a property formerly
20 held by Banone, LLC, and was a property included in Mr. Larry Bertsch's value determination
21 of the Banone, LLC, properties.
22

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

26 THE COURT FURTHER FINDS that Ms. Nelson and the LSN Trust were awarded
27 100% interest in the Promissory Note.
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2 THE COURT FURTHER FINDS that based upon the September 2014 accounting, Mr.
3 Nelson and the ELN Trust have collected funds in the amount \$8,816.55 on the Farmouth Note
4 from June 3, 2013 through September 30, 2014.

5 THE COURT FURTHER FINDS that Ms. Nelson and the LSN Trust have received
6 payments for the months of October, November, and December of 2014 on the Farmouth Note.
7

8 THE COURT FURTHER FINDS that since the Farmouth property was one of the
9 Banone, LLC, properties awarded to Ms. Nelson in the Divorce Decree entered on June 3,
10 2013, and that she was subsequently awarded 100% interest in the Promissory Note, Ms.
11 Nelson and the LSN Trust are entitled to the \$8,816.55 generated from the Promissory Note for
12 the period of June 3, 2013 through September 30, 2014, inclusive.

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

16 5704 Roseridge Avenue
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18 THE COURT FURTHER FINDS that 5704 Roseridge Avenue was a property formerly
19 held by Banone, LLC, and was a property included in Mr. Larry Bertsch's value determination
20 of the Banone, LLC, properties.

21 THE COURT FURTHER FINDS that, during the pendency of the Divorce proceedings,
22 the Roseridge property was sold for \$63,000.00.
23

24 THE COURT FURTHER FINDS that since the Roseridge property was one of the
25 Banone, LLC, properties awarded to Ms. Nelson and the LSN Trust in the Divorce Decree
26 entered on June 3, 2013, Ms. Nelson and the LSN Trust are entitled to the \$63,000.00
27 generated from the sale of the Roseridge property.
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2 THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should be
3 required to pay Ms. Nelson and the LSN Trust \$63,000.00, plus statutory interest from June 3,
4 2013.

5 1301 Heather Ridge Lane

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

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

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

15
16 THE COURT FURTHER FINDS that Mr. Nelson indicated that the monthly rent was
17 lowered to \$700.00 per month based upon Mr. Liu being responsible for the maintenance of the
18 yard and pool.

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

22
23 THE COURT FURTHER FINDS that throughout the marriage and pendency of these
24 extensive legal proceedings, Mr. Nelson has consistently transferred property to his family and
25 employees regardless of Ms. Nelson's interest in the properties.

26 THE COURT FURTHER FINDS that many of Mr. Nelson's transfers of property to his
27 family and friends appeared to be below the actual market value of the properties.
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2 THE COURT FURTHER FINDS that lowering the monthly rent of the Heather Ridge
3 property from \$866.00 to \$700.00 under the guise of his nephew, Mr. Liu, being required to
4 maintain the yard and pool, was simply a pretext on the part of Mr. Nelson to once again
5 transfer a property interest to a family member at a price below market value.
6

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

11 THE COURT FURTHER FINDS that considering the fact that the Heather Ridge
12 property has been awarded to Ms. Nelson and the LSN Trust, and that Mr. Nelson's lowering
13 of the rent to \$700.00 per month appears to simply be a pretext to give his nephew, Mr. Liu, a
14 property interest below the market value, Mr. Nelson and the ELN Trust should be required to
15 pay Ms. Nelson and the LSN Trust the amount of \$166.00 per month ($\$866.00 - \$700.00 =$
16 $\$166.00$) from April 1, 2014 throughout the duration of the lease, with such payments due on
17 the 5th of each month.
18

19 Banone LLC Net Profits

20 THE COURT FURTHER FINDS that Mr. Nelson and ELN's accounting indicates that
21 the Banone, LLC, properties grossed a profit of \$132,479.00 from June 1, 2013 to June 30,
22 2014.
23

24 THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust have listed the
25 following costs on the Banone ledger associated with maintaining the Banone properties:
26 general upkeep in the amount of \$35,487.20; \$65,000.00 management fees; \$19,649.83
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2 administrative wages expense; and \$28,575.00 maintenance wages expense, for total expenses
3 in the amount of \$148,712.03.

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

7
8 THE COURT FURTHER FINDS that while Mr. Nelson and the ELN submitted an
9 Affidavit from Lance Liu, Banone maintenance manager and nephew of Mr. Nelson, a copy of
10 a W-2 or 1099 for Mr. Liu was never provided to this Court.

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

14
15 THE COURT FURTHER FINDS that the administrative wages expense in the amount
16 of \$19,649.83 is excessive considering the fact that such amount reflects 50% of the total gross
17 wages on Mr. Nelson and ELN's business General Ledger.

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

21 THE COURT FURTHER FINDS that the maintenance wages expense in the amount of
22 \$28,575.00 is excessive considering the fact that such claimed payments to Lance Liu, Mr.
23 Nelson's nephew, reflect 75% of the total gross wages on Mr. Nelson and ELN's business
24 General Ledger.
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2 THE COURT FURTHER FINDS that a reasonable amount for maintenance wages
3 expense would be 25% of the total gross wages reflected on Mr. Nelson and ELN's business
4 General Ledger, or \$9,525.

5 THE COURT FURTHER FINDS that Mr. Nelson's claimed management fees in the
6 amount of \$65,000.00 is extremely unreasonable and that a reasonable property management
7 fee would be 10% of gross profits.
8

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

11 THE COURT FURTHER FINDS that based upon the aforementioned, the claimed
12 expenses associated with the Banone properties are not reasonable and are merely an attempt to
13 inflate the expenses associated with the Banone properties in order to completely eradicate any
14 monies due and owing to Ms. Nelson and the LSN Trust.
15

16 THE COURT FURTHER FINDS that the allowed deductions should be as follows:
17 \$35,487.20 for general upkeep; \$9,824.92 for administrative wages; \$9,525 for maintenance
18 wages; and \$13,247.90 for property management fees, for total expenses in the amount of
19 \$68,085.02.

20 THE COURT FURTHER FINDS that subtracting the expenses in the amount of
21 \$68,085.02 from the "gross profit" of \$132,479, results in an amount of \$64,393.98
22 representing the Banone, LLC, net profits from June 1, 2013 through June 30, 2014.
23

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

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

6 THE COURT FURTHER FINDS that the Divorce Decree made it clear that Mr. Nelson
7 would be responsible for the payment of Carli Nelson's medical insurance premiums.
8

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

12 THE COURT FURTHER FINDS that as to the family medical insurance, the Joint
13 Preliminary Injunction entered at the onset of this matter required that the couple maintain the
14 status quo, which included the family medical insurance.
15

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

19 THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust were responsible
20 for the payment of the family medical insurance premiums pursuant to the Joint Preliminary
21 Injunction and no Order was issued by this Court modifying Mr. Nelson and the ELN Trust's
22 responsibility to continue payment of such premiums.
23

24 THE COURT FURTHER FINDS that upon this Court requiring Mr. Nelson and the
25 ELN Trust to submit an accounting of the income generated by the Lindell property, Mr.
26 Nelson took it upon himself to modify the responsibility for payment of the family medical
27 insurance premiums by reflecting such payments against the Lindell property.
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2 THE COURT FURTHER FINDS that Mr. Nelson's unilateral decision to reflect the
3 family medical insurance premiums as a debit against the Lindell property was a clear attempt
4 on his part to reduce any monies due and owing to Ms. Nelson.

5
6 THIS COURT FURTHER FINDS that prior to Divorce, Mr. and Ms. Nelson each held
7 a 50% interest in the Lindell Property and that Ms. Nelson was awarded 100% interest in the
8 property by the Divorce Decree of June 3, 2013.

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

11 THE COURT FURTHER FINDS that no deductions should be given for the payment of
12 Carli and Garrett's Health Insurance premiums and Ms. Nelson's Insurance premiums, and,
13 accordingly, the net profit of the Lindell property should not be reduced by the payment of such
14 premiums.
15

16 THE COURT FURTHER FINDS that after removing the deductions for the
17 "Carli/Garett Health Insurance Premiums" and the "Health/Dental Insurance Lynita Portion"
18 from the Lindell Property results in the following net income due and owing to Ms. Nelson:
19 2010 = \$6,832.28; 2011 = \$8,730.31; 2012 = \$8,257.76; January 2013 through July 2013,
20 inclusive, = \$10,131.07; August 2013 through December 2013, inclusive = \$3,706.65; February
21 2014 through June 2014, inclusive, = \$18,201.98, for a total amount of \$55,860.05.
22

23 THE COURT FURTHER FINDS that after deducting Ms. Nelson's portion of
24 Insurance Premiums from June 3, 2013 through June 2014, inclusive, in the amount of
25 \$14,016.16, from the net income of \$55,860.16, leaves an amount due and owing to Ms. Nelson
26 and the LSN Trust of \$41,843.89.
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2 THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should be
3 required to pay Ms. Nelson and the LSN Trust the amount of \$41,843.89, plus statutory interest
4 from June 3, 2013.

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

7
8 THE COURT FURTHER FINDS that since Garrett has attained the age of majority,
9 neither Mr. Nelson nor Ms. Nelson are financially responsible for any costs related to his
10 college education.

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

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

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

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

18 THE COURT FURTHER FINDS that a consideration of the Court in awarding Ms.
19 Nelson and the LSN Trust 100% ownership interest in the Lindell property was the fact that
20 Mr. Nelson and the ELN Trust had occupied the premises from May 6, 2009 until June 3, 2013
21 without paying any rent.
22

23 THE COURT FURTHER FINDS that since this Court had considered the non-payment
24 of rent in its determination to award Ms. Nelson and the LSN Trust 100% interest in the Lindell
25 property, it would be inequitable to require Mr. Nelson and the ELN Trust to pay rent for the
26 period in question.
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2 Imputed Lindell Rents July 1, 2013 to Present

3 THE COURT FURTHER FINDS that 100% interest in the Lindell property was
4 awarded to Ms. Nelson and the LSN Trust as part of the Divorce Decree entered on June 3,
5 2013.

6 THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust has occupied
7 3,200 square feet on the second floor of the Lindell property without paying rent.

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

10 THE COURT FURTHER FINDS that Ms. Nelson and the LSN Trust are entitled to
11 rental payments from Mr. Nelson and the ELN Trust for the period of July 1, 2013 to June 30,
12 2015 in the amount of \$3,200.00 per month.

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

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19 Vacating the Lindell Property

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

23 THE COURT FURTHER FINDS that on June 16, 2014, Mr. Nelson was sentenced to
24 seven (7) days in jail due to his continued harassment of Ms. Nelson.
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2 THE COURT FURTHER FINDS that on June 3, 2015, Mr. Nelson was again found
3 guilty of contempt for yelling, cursing, aggressively approaching and grabbing locks from Ms.
4 Nelson causing her to fall onto the stairs and was sentenced to twenty-five (25) days in jail.

5 THE COURT FURTHER FINDS that Mr. Nelson's continued contemptuous behavior
6 has rendered a Landlord/Tenant relationship between him and Ms. Nelson untenable.
7

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

10 Security Gate

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

13 THE COURT FURTHER FINDS that Ms. Nelson requested that Mr. Nelson remove
14 the gate, but her request was ignored.
15

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

18 830 Arnold Ave, Greenville, MS

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

21 THE COURT FURTHER FINDS that Mr. Nelson, as Investment Trustee for the LSN
22 Trust, was the manager of said property prior to and during the pendency of the Divorce.
23

24 THE COURT FURTHER FINDS that the accounting provided by Mr. Nelson and the
25 ELN Trust for the period of June 3, 2013 through September 30, 2014, reflects net income for
26 the Arnold property in the amount of \$1,037.72.
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2 THE COURT FURTHER FINDS that Ms. Nelson and the LSN Trust are entitled to
3 payment in the amount of \$1,037.72 from Mr. Nelson and the ELN Trust for the Arnold
4 property.

5 THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should be
6 required to provide Ms. Nelson and the LSN Trust with an accounting for the period from May
7 6, 2009 through June 3, 2013 of all income and expenses for the Arnold property.
8

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

13 Russell Road Property
14

15 THE COURT FURTHER FINDS that it previously found that the ELN Trust held a
16 66.67% interest in the Russell Road Property and a 66.67% interest in the Note for rents, taxes
17 and proceeds related to this property.

18 THE COURT FURTHER FINDS that the LSN Trust was not properly compensated for
19 the transferring of its previously held interest in the Russell Road property, and, as such, this
20 Court awarded the LSN Trust 50% of the ELN Trust's interest in the property, resulting in the
21 LSN Trust receiving a 1/3 interest in the property as part of the Divorce Decree.
22

23 THE COURT FURTHER FINDS the Russell Road Property generated a profit of
24 \$80,084.00 for the period of June 1, 2013 to June 30, 2014.

25 THE COURT FURTHER FINDS that Ms. Nelson and the LSN Trust are entitled to 1/3
26 of the \$80,084.00 Russell Road profit, or \$26,694.66.
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2 THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should be
3 required to pay Ms. Nelson and the LSN Trust the amount of \$26,694.66, plus statutory interest
4 from June 3, 2013.

5 THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust has not provided
6 any further accounting beyond June 30, 2014 for the Russell Road property.
7

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

12 THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should direct the
13 Payor of the Note associated with the Russell Road Investment to pay Ms. Nelson and the LSN
14 Trust's 1/3 share directly to Ms. Nelson and the LSN Trust.
15

16 Mississippi RV Park

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

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

21 THE COURT FURTHER FINDS that neither Ms. Nelson nor the LSN Trust has
22 received any funds related to the lease of this property.
23

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

26 THE COURT FURTHER FINDS that Full House Resorts will not provide the LSN
27 Trust with any information related to the Mississippi RV Park lease without a Subpoena.
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2 THE COURT FURTHER FINDS that a Subpoena Duces Tecum should be issued
3 directing Full House Resorts to produce all contractual agreements concerning the Mississippi
4 RV Park and payments made by such entity to Mr. Nelson and/or the ELN Trust, and/or any
5 related business entity, for use of the Mississippi RV Park for the period of May 6, 2009 to
6 present.
7

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

11 Wyoming Property

12 THE COURT FURTHER FINDS that Ms. Nelson and the LSN Trust have held title to
13 approximately 200 acres of land adjacent to Wyoming Downs in Evanston, WY.
14

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

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

19 THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should provide
20 Ms. Nelson and the LSN Trust with all contracts concerning Ms. Nelson's Wyoming property
21 and submit an accounting of all income received by Mr. Nelson and the ELN Trust for the
22 period of May 6, 2009 to present, on or before July 31, 2015, by 5:00 p.m.
23

24 THE COURT FURTHER FINDS that, if necessary, a Subpoena Duces Tecum will be
25 issued directing the production of any and all documentation concerning any compensation that
26 Mr. Roberts or any other party has paid to Mr. Nelson and/or the ELN Trust for the grazing
27 rights to Ms. Nelson and the LSN Trust's Wyoming land.
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2 Attorney Fees for June 16, 2014 Contempt Finding Against Mr. Nelson

3 THE COURT FURTHER FINDS that Ms. Nelson is entitled to attorney's fees
4 stemming from the commencement of the contempt proceedings in June of 2014 pursuant to
5 NRS 22.100(3).
6

7 THE COURT FURTHER FINDS the following: that Attorney Dickerson has over 38
8 years of legal experience and Attorney Provost has over 12 years of legal experience; that the
9 Dickerson Law firm is an AV rated firm; that Attorney Provost is certified as a Family Law
10 Specialist; that the character of the work performed was intricate and important in curbing the
11 harassing and aggressive behavior of Mr. Nelson towards their client, Ms. Nelson; that counsel
12 expended considerable time and attention to the work performed; that counsel performed their
13 work with a high degree of skill and professionalism; and that counsel were successful in
14 having Mr. Nelson found in Contempt of Court for his continued harassment of their client.
15

16 THE COURT FURTHER FINDS that upon review of the Memorandum of Fess and
17 Costs, the following fees and costs are reasonable: 22.6 hours of billable attorney time at
18 \$400.00 per hour (\$9,040.00); 2.0 hours of billable attorney time at \$550.00 per hour
19 (\$1,100.00); 11.1 hours of billable paralegal time at \$175.00 per hour (\$1,942.50); and costs in
20 the amount of \$972.24, for a total amount of \$13,054.74.
21

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

24 THEREFORE, IT IS HEREBY ORDERED that Mr. Nelson and the ELN Trust shall
25 remit a payment in the amount of \$78,000.00 to Ms. Nelson and the LSN Trust for the JB
26 Ramos Note, plus statutory interest from June 3, 2013, with such payment to be made on or
27 before July 10, 2015, by 5:00 p.m.
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2 IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay Ms. Nelson
3 and the LSN Trust the amount of \$8,816.55 for income generated by the 2209 Farmouth Circle
4 Promissory Note for the period of June 3, 2013 through September 30, 2014, inclusive, with
5 such payment due on or before July 10, 2015, by 5:00 p.m.
6

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

10 IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay Ms. Nelson
11 and the LSN Trust the \$63,000.00 generated from the sale of the 5704 Roseridge property, plus
12 statutory interest from June 3, 2013, with such payment due on or before July 10, 2015, by 5:00
13 p.m.
14

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

19 IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay Ms. Nelson
20 and the LSN Trust the amount of \$64,393.98 for the Banone, LLC, net profits from June 1,
21 2013 through June 30, 2014, with such payment due on or before July 10, 2015, by 5:00 p.m.
22

23 IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall provide Ms.
24 Nelson and the LSN Trust with all information and documentation necessary to manage the
25 Banone, LLC, properties as requested in the letter dated July 21, 2014, and that such
26 information and documentation shall be provided on or before July 10, 2015, by 5:00 p.m.
27
28

1
2 IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay Ms. Nelson
3 and the LSN Trust the amount of \$41,843.89, plus statutory interest from June 3, 2013, as
4 payment for the "Carli/Garett Health Insurance Premiums" and the "Health/Dental Insurance
5 Lynita Portion" deductions taken as offsets against the Lindell property, with such payment due
6 on or before July 10, 2015, by 5:00 p.m.
7

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

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

12 IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay Ms. Nelson
13 and the LSN Trust the amount of \$76,800.00, minus any payments made to date, with statutory
14 interest from June 3, 2013 as rental payments for the Lindell property for the period July 1,
15 2013 through June 30, 2015, with such payment due on or before July 10, 2015, by 5:00 p.m.
16

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

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

24 IT IS FURTHER ORDERED that Mr. Nelson shall reimburse Ms. Nelson \$375.00 for
25 the cost of removing the unauthorized security gate.
26
27
28

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

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

9
10 IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay Ms. Nelson
11 and the LSN Trust all income received, less all actual and documented expenses, for Arnold
12 Avenue, for the period of May 6, 2009 through present, with statutory interest from May 6,
13 2009, with such payment due on or before August 31, 2015, by 5:00 p.m.

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

18 IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay Ms. Nelson
19 and the LSN Trust 1/3 of the monthly profits for the Russell Road property from July of 2014
20 and every month thereafter, plus statutory interest from July 1, 2014, with payments due on the
21 15th of each month.

22 IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall execute all
23 assignment(s) or other documents necessary to secure Ms. Nelson and the LSN's 1/3 interest in
24 the Russell Road Investments, with all necessary documents executed on or before July 10,
25 2015, by 5:00 p.m.

1
2 IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall direct the Payor
3 of the Promissory Note associated with the Russell Road Investment to pay Ms. Nelson and the
4 LSN Trust's 1/3 share directly to Ms. Nelson and the LSN Trust, on or before July 10, 2015, by
5 5:00 p.m.
6

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

10 IT IS FURTHER ORDERED that a Subpoena Duces Tecum shall issue directing Full
11 House Resorts to produce all contractual agreements concerning the Mississippi RV Park and
12 all payments made by such entity to Mr. Nelson and/or the ELN Trust, and/or any related
13 business entity, for the use of the Mississippi RV Park for the period of May 6, 2009 through
14 present.
15

16 IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall provide Ms.
17 Nelson and the LSN Trust with an accounting for all income received and expenses attributable
18 to the Mississippi RV Park property, for the period of May 6, 2009 through present, with such
19 accounting due on or before July 31, 2015, by 5:00 p.m.
20

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

24 IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay to Ms.
25 Nelson and the LSN Trust all income received, minus all actual and documented expenses,
26 attributable to the Mississippi RV Park property, for the period of May 6, 2009 through present,
27 with such payment due on or before August 31, 2015, by 5:00 p.m.
28

1
2 IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall execute the
3 four (4) Quitclaim Deeds required to transfer the Mississippi property to Ms. Nelson and the
4 LSN Trust, with such Deeds to be executed on or before July 10, 2015, by 5:00 p.m.

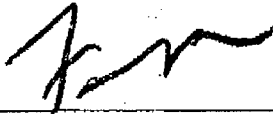
5 IT IS FURTHER ORDERED that a Subpoena Duces Tecum shall issue directing the
6 production of any and all documentation concerning any compensation that Brandon C.
7 Roberts or any other party has paid to Mr. Nelson and/or the ELN Trust for the grazing rights
8 of Ms. Nelson and the LSN Trust's Wyoming land.
9

10 IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall provide Ms.
11 Nelson and the LSN Trust with any and all contracts concerning Ms. Nelson and the LSN's
12 Wyoming land and shall submit an accounting of all income received by Mr. Nelson and/or the
13 ELN Trust for the period of May 6, 2009 through present, with such documentation and
14 accounting to be submitted on or before July 31, 2015, by 5:00 p.m.
15

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

20 IT IS FURTHER ORDERED that Mr. Nelson shall pay Ms. Nelson attorney fees and
21 costs in the amount of \$13,054.74 for the proceedings which resulted in Mr. Nelson being
22 found in Contempt of Court on June 16, 2014 for his continued harassment of Ms. Nelson, with
23 such payment due on or before July 10, 2015, by 5:00 p.m.
24

25 Dated this 8 day of June, 2015.

26 
27 Honorable Frank P. Sullivan
28 District Court Judge – Dept. O

FRANK R. SULLIVAN
DISTRICT JUDGE

FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2 MATT KLABACKA, Distribution Trustee
3 of the Eric L. Nelson Nevada Trust dated
4 May30, 2001,

5 Appellant/Cross Respondent.

6 vs.

7 LYNITA SUE NELSON, Individually and in
8 her capacity as Investment Trustee of the
9 LSN NEVADA TRUST dated May 30,
10 2001; and ERIC L. NELSON, Individually
11 and in his capacity as Investment Trustee of
12 the ELN NEVADA TRUST dated May 30,
13 2001;

14 Respondents/Cross-Appellants.

15 MATT KLABACKA, as Distribution
16 Trustee of the Eric L. Nelson Nevada Trust
17 dated May30, 2001,

18 Appellants,

19 vs.

20 ERIC L. NELSON; LYNITA SUE
21 NELSON, INDIVIDUALLY; AND LSN
22 NEVADA TRUST DATED MAY 30, 2001,

23 Respondents.

Supreme Court Case No. 66772

District Court Case No. D411537

Electronically Filed
Jul 23 2015 03:07 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

**DOCKETING STATEMENT
CIVIL APPEALS**

Supreme Court Case No. 68292

24 **1. Judicial District:** Eighth
25 County: Clark
26 District Court Case No. D411537

Department: Family
Judge: Frank Sullivan

27 **2. Attorney(s) filing this docketing statement:**

28 Attorney Mark A. Solomon, Esq./Jeffrey P. Luszeck, Esq.

Telephone: (702) 589-3511

Firm Solomon Dwiggins & Freer, Ltd.

Address 9060 W. Cheyenne Avenue, Las Vegas, Nevada 89129

Client Matt Klabacka, Distribution Trustee of the Eric L. Nelson
Nevada Trust dated May 30, 2001.

29 **3. Attorney(s) representing respondents:**

Attorney Rhonda K. Forsberg, Esq.

Telephone (702) 990-6468

Firm Rhonda K. Forsberg, Chartered

Address 64 N. Pecos Road, Suite 800, Henderson, Nevada 89074
Client: Eric L. Nelson and in his capacity as Investment Trustee of the
Eric L. Nelson Nevada Trust dated May 30, 2001.

Attorney Robert P. Dickerson, Esq./Josef M. Karacsonyi, Esq.
Katherine L. Provost, Esq.

Telephone: (702) 388-8600

Firm The Dickerson Law Group

Address 1745 Village Center Circle, Las Vegas, Nevada 89134

Client Lynita Sue Nelson, individually and in her capacity as Investment
Trustee of the LSN Nevada Trust dated May 30, 2001.

4. Nature of disposition below (check all that apply):

XXX Judgment after bench trial

___ Dismissal

___ Judgment after Jury Verdict

___ Lack of jurisdiction

___ Summary judgment

___ Failure to state a claim

___ Default judgment

___ Failure to prosecute

___ Grant/Denial of NRCP 60(b) relief

___ Other (specify): _____

___ Grant/Denial of Injunction

___ Divorce Decree:

___ Grant/Denial of declaratory relief

___ Original

XXX Modification

___ Review of agency determination

___ Other disposition

(specify): _____

5. Does this appeal raise issues concerning any of the following: No

___ Child Custody

___ Venue

___ Termination of parental rights

6. Pending and prior in this court.

- a. Nola Harber, Distribution Trustee of the Eric L. Nelson Nevada Trust dated 5/30/01 vs. Eighth Judicial District Court, Clark County, and the Honorable Frank P. Sullivan, District Judge and Eric L. Nelson and Lynita L. Nelson, individually and LSN Nevada Trust dated 5/30/01, Larry Bertsch, Supreme Court Case No. 63432
- b. Nola Harber, Distribution Trustee of the Eric L. Nelson Nevada Trust dated 5/30/01 vs. Eighth Judicial District Court, Clark County, and the Honorable Frank P. Sullivan, District Judge and Eric L. Nelson and Lynita L. Nelson, individually and LSN Nevada Trust dated 5/30/01, Supreme Court Case No. 63545
- c. Eric L. Nelson v. Lynita Sue Nelson; Lana Martin as Distribution Trustee of the Eric L. Nelson Nevada Trust dated 5/30/01 (Filed by Rhonda Forsberg)
- d. Lynita Sue Nelson v. Eric L. Nelson, individually and as Investment Trustee of the Eric L. Nelson Nevada Trust dated 5/30/01; the Eric L. Nelson Nevada Trust dated 5/30/01; Matt Klabacka as Distribution Trustee of the Eric L. Nelson Nevada Trust dated 5/30/01 (Filed by Dickerson Law Group)

7. Pending and prior in other courts.

- a. Eric L. Nelson vs. Lynita Sue Nelson, Eighth Judicial District Court, Clark County, Nevada, District Case No. D-09-411537-D

8. Nature of the action.

The instant appeal stems from a divorce that was initiated by Eric L. Nelson ("Eric") against Lynita S. Nelson ("Lynita") on May 6, 2009. On August 9, 2011, Mr. and Mrs. Nelson stipulated and agreed that the ERIC L. NELSON NEVADA TRUST dated May 30, 2001 ("ELN Trust") and the LSN NEVADA TRUST dated May 30, 2001 ("LSN Trust") should be joined as necessary parties.

On June 3, 2013, the District Court issued the Divorce Decree, wherein he found that both the ELN Trust and LSN Trust were "established as a self-settled spendthrift trust in accordance with NRS 166.020," and that the ELN Trust was funded with assets that were previously owned by a separate property trust that had been established by Eric in or around 1993, and the LSN Trust was funded with assets that were previously owned by a separate property trust that had been established by Lynita in or around 1993.

Despite the fact that the District Court recognized that the Nevada State 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,” and ordered that the ELN Trust and LSN Trust remain intact, the District Court treated the assets of the ELN Trust, as if they were community or separate property of Eric or Lynita by “equalizing” the assets of the ELN Trust and LSN Trust. The District Court also ordered the ELN Trust to distribute some of its assets to pay Eric’s personal obligations to Lynita, her Counsel Bob Dickerson, Esq., and the court appointed special master Larry Bertsch.

During the pendency of the First Appeal, the District Court has granted the LSN Trust additional relief on preexisting claims which were determined or precluded by the Divorce Decree. Specifically, the District Court in its Findings of Fact and Order entered June 8, 2015, retroactively awarded the LSN Trust income collected by the ELN Trust from May 2009-June 2013, although the District Court was aware of said income when it entered its Divorce Decree, thereby giving the LSN Trust and/or its Settlor, Lynita S. Nelson, a greater economic windfall. Indeed, the District Court’s recent rulings are contrary to its stated intent in the Divorce Decree to “equalize” the ELN and LSN Trusts.

In addition to re-litigating issues in contravention of Nevada law and without jurisdiction, the District Court has also ordered the ELN Trust to pay the LSN Trust \$405,230.53 on or before July 10, 2015. If the ELN Trust is required to make said coercive payment, which once again directly affects the Divorce Decree which is the subject of the First Appeal, after the ELN Trust has already been forced to transfer over \$4,000,000 worth of its incoming producing assets to the LSN Trust and has made hundreds of thousands of other coercive payments, said payment will cause irreparable harm to the ELN Trust.

Finally, the Findings of Fact and Order entered June 8, 2015, additionally requires the ELN Trust to vacate the Lindell Office Complex on or before August 31, 2015, which is where the ELN Trust has conducted its business since 2001. The ELN Trust possessed a 50% ownership interest in the Lindell Office Complex before the District Court transferred said interest to the LSN Trust in the Divorce Decree, which is subject to the First Appeal. For these reasons the ELN Trust is appealing the Findings of Fact and Order entered June 8, 2015.

9. Issues on appeal:

- a. Whether the District Court erred by ordering the ELN Trust to pay Lynita and/or the LSN Trust one-half (1/2) of the income collected from the Arnold Property and Mississippi RV Park from May 6, 2009-June 3, 2013, after it found in

its Divorce Decree that all issues arising from the property owned by the ELN Trust and the LSN Trust had been adjudicated.

b. Whether the District Court erred by entering the June 8, 2015 Order, which modified the Divorce Decree by granting the LSN Trust additional relief against the ELN Trust.

c. Whether the District Court erred by failing to credit expenses paid by the ELN Trust.

d. Whether the District Court erred by entertaining claims between entities (the ELN Trust and the LSN Trust) in a divorce proceeding instead of requiring said claims to be raised in a civil proceeding.

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

The ELN Trust filed an appeal on October 20, 2014, Nevada Supreme Court Case No. 66772. The ELN Trust also initiated two writ proceedings: Nevada Supreme Court Case Nos. 63432 and 63545.

Eric L. Nelson filed an appeal on October 22, 2014, Nevada Supreme Court Case No. 66772.

Lynita S. Nelson filed an appeal on November 3, 2014, Nevada Supreme Court Case No. 66772

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130

☐ N/A ☐ Yes ☒ No

12. Other issues. Does this appeal involve any of the following issues?

- ☐ Reversal of well-settled Nevada precedent (identify the case(s))
- ☐ An issue arising under the United States and/or Nevada Constitutions
- ☐ A substantial issue of first impression.
- ☐ An issue of public policy
- ☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decision.
- ☐ A ballot question

If so, explain: N/A

13. Trial. If this action proceeded to trial, how many days did the trial last: See below dates.

Was it a bench or jury trial? Bench

2010: August 31, 2010, September 1, 2010, October 19-20, 2010, November 16-17, 2010, November 22, 2010, December 10, 2010

2012: July 16, 17, 18, 19, 23, 24, 25, 2012

2014: May 30, 2014 and June 4, 2014

14. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?
No

TIMELINESS OF NOTICE OF APPEAL

15. Date of entry of written judgment or order appealed from:

Decree of Divorce: 06/3/13

Judgment: 9/22/14

(1) FINDINGS OF FACT AND ORDER entered by this Court on June 8, 2015.

16. Date written notice of entry of judgment or order was served: 06/08/15
Was service by:

(1) FINDINGS OF FACT AND ORDER entered by this Court on June 8, 2015.
___ Delivery XXX Mail/electronic/fax

17. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCp 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

___ NRCp 50(b) Date of filing

___ NRCp 52(b) Date of filing

___ NRCp 59(b) Date of filing

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. *See AA Primo Builders v. Washington*, 126 Nev. ___, 245 P.3d 1190 (2010).

- (b) Date of entry of written order resolving tolling motion _____
(c) Date written notice of entry of order resolving tolling motion was served _____

Was service by:

- ____ Delivery
____ Mail/electronic/fax

18. Date notice of appeal filed: June 23, 2015 by Matt Klabacka, Distribution Trustee of ELN Trust

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

19. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other: NRAP 4(a)(1)

SUBSTANTIVE APPEALABILITY

20. Specify the statute or other authority granting his court jurisdiction to review the judgment or order appealed from:

- | | | |
|-----|-----------------------------|--------------------|
| (a) | <u>XXX</u> NRAP 3A(b)(1) | _____ NRS 38.205 |
| | _____ NRAP 3A(b)(2) | _____ NRS 233b.150 |
| | _____ NRAP 3A(b)(3) | _____ NRS 703.376 |
| | _____ Other (specify) _____ | |

(b) Explain how each authority provides a basis for appeal from the judgment or order.

“NRAP §3(A)(b)(a) authorities on appeal from a final judgment entered in an action or proceeding.”

21. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

Eric L. Nelson, individually and as Investment Trustee of the Eric L. Nelson Nevada Trust dtd 5/30/01
Lana Martin former Distribution Trustee of the Eric L. Nelson Nevada Trust dated 5/30/01
Nola Harber, former Distribution Trustee of the Eric L. Nelson Nevada Trust dated 5/30/01
Matt Klabacka, Distribution Trustee of the Eric L. Nelson Nevada Trust dated 5/30/01
Lynita Nelson, individually and as Investment Trustee of the Lynita S. Nelson Nevada Trust dated 5/30/01

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

Lana Martin and Nola Harber are no longer the Distribution Trustee of the Eric L. Nelson Nevada Trust dated 5/30/01

22. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

Eric L. Nelson - Declaratory Relief
Eric L. Nelson Nevada Trust – Declaratory Relief
Lynita S. Nelson – Veil Piercing; Reverse Veil Piercing; Construction Trust, and Injunctive Relief
Date of Disposition: 9/22/14

23. Did the judgment or order appealed from adjudicate ALL the claims alleged the below and the rights and liabilities of ALL the parties to the action or consolidated actions below?

XXX Yes ___ No

24. If you answered "No" to question 23, complete the following:

- (a) Specify the claims remaining pending below:
- (b) Specify the parties remaining below:
- (c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?
___ Yes ___ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

___ Yes ___ No

25. If you answered "No" to any part of question 24, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):

N/A

26. Attach file-stamped copies of the following documents:

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims.
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal.
- Any other order challenged on appeal
- Notices of entry for each attached order.

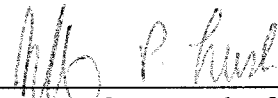
Copies of the aforementioned documents were attached to the first Docketing Statement filed on November 25, 2014. The Findings of Fact and Order that is the subject of this Appeal filed on June 23, 2015 is attached hereto as Exhibit 1.

1 **VERIFICATION**

2 I declare under penalty of perjury that I have read this Docketing Statement, and
3 that the information provided in this Docketing Statement is true and complete to the
4 best of my knowledge, information and belief, and that I have attached all required
5 documents to this Docketing Statement.
6

7
8 Matt Klabacka, Distribution Trustee of the ELN Trust
9 Name of Appellant

10 Jeffrey P. Luszeck, Esq.
11 Name of Counsel of Record

12 
13 Signature of counsel of record

14 July 23, 2015
15 Date

16 State of Nevada, County of Clark
17 State and County where signed
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CERTIFICATE OF SERVICE

Pursuant to Nev.R.App.P. 5(b), I hereby certify that I am an employee of the law firm of Solomon Dwiggins & Freer, Ltd., and that on July 23, 2015, I filed a true and correct copy of the foregoing Docketing Statement, with the Clerk of the Court through the Court's eFlex electronic filing system and notice will be sent electronically by the Court to the following:

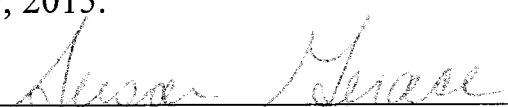
Robert P. Dickerson, Esq.
Katherine L. Provost, Esq.
THE DICKERSON LAW GROUP
1745 Village Center Circle
Las Vegas, Nevada 89134

Counsel for Lynita S. Nelson,
Respondent

Rhonda K. Forsberg, Esq.
Rhonda K. Forsberg Chartered
64 N. Pecos Road, Suite 800
Henderson, Nevada 89074

Counsel for Eric L. Nelson,
Respondent/Cross Appellant

DATED this 23rd day of July, 2015.


An employee of Solomon Dwiggins & Freer, Ltd.