

EXHIBIT 7

EXHIBIT 7

1 **NOTC**

Larry L. Bertsch, CPA, CFF

2 Nicholas S. Miller, CFE

LARRY L. BERTSCH, CPA & ASSOCIATES

3 265 East Warm Springs Rd., Suite 104

Las Vegas, Nevada 89119

4 Telephone: (702) 471-7223

Facsimile: (702) 471-7225

5 *Forensic Accountants*

6
7 **DISTRICT COURT**
8 **FAMILY DIVISION**
CLARK COUNTY, NEVADA

9 ERIC L. NELSON,

10 Plaintiff,

11 v.

12 LYNITA SUE NELSON,

13 Defendant.

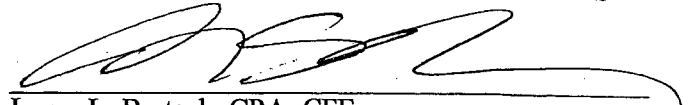
Case No. D-09-411537-D
Dept. O

**NOTICE OF FILING SOURCE AND
APPLICATION OF FUNDS PURSUANT
TO APRIL 10, 2012 HEARING**

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15 Larry L. Bertsch, CPA, CFF, and Nicholas S. Miller, CFE, of the accounting firm of LARRY
16 L. BERTSCH, CPA & ASSOCIATES, file the Source and Application of Funds Pursuant to April
17 10, 2012 Hearing, a copy of which is attached as **Exhibit "1."**

18 DATED this 23 day of April, 2012.

19 **LARRY L. BERTSCH CPA & ASSOCIATES**

20 

21 Larry L. Bertsch, CPA, CFF

22 Nicholas S. Miller, CFE

23 265 East Warm Springs Rd., Suite 104

Las Vegas, Nevada 89119

Forensic Accountants

1 **CERTIFICATE OF SERVICE**

2 I certify that on the 23 day of April, 2012, I mailed a copy of the foregoing **NOTICE OF**
3 **FILING SOURCE AND APPLICATION OF FUNDS PURSUANT TO APRIL 10, 2012**
4 **HEARING** to the following at their last known address, by depositing the same in the United States
5 mail in Las Vegas, Nevada, first class postage prepaid and addressed as follows:

6 Rhonda K. Forsberg, Esq.
7 IVEY FORSBERG & DOUGLAS
8 1070 West Horizon Ridge Parkway, #100
Henderson, NV 89012
Attorneys for Plaintiff Eric L. Nelson

Robert P. Dickerson, Esq.
THE DICKERSON LAW GROUP
1745 Village Center Circle
Las Vegas, NV 89134
Attorneys for Defendant Lynita Sue Nelson

9 Mark A. Solomon, Esq.
10 Jeffery P. Luszeck, Esq.
11 SOLOMON DWIGGINS FREER &
12 MORSE, LTD.
9060 W. Cheyenne Avenue
Las Vegas, NV 89129
Attorneys for Eric L. Nelson Nevada
13 *Trust*

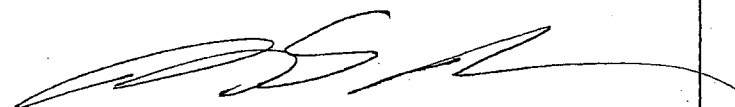
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16 An employee of Larry L. Bertsch, CPA & Associates
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EXHIBIT 1

Monthly Source and Application of Funds

Pursuant to April 10, 2012 hearing

On April 10, 2012, the honorable Frank Sullivan requested that Larry L Bertsch and Nicholas Miller submit a monthly source and application of funds to the court no later than April 23, 2012. Pursuant to the court's direction, Larry L Bertsch and Nicholas Miller respectfully submit **EXHIBIT A, EXHIBIT B** and **EXHIBIT C**.

The following is a description of each **EXHIBIT** submitted for the following companies:

- Eric L. Nelson Nevada Trust ("ELN NV")
- Emerald Bay Mississippi, LLC ("EBM")
- Dynasty Development Group, LLC ("DDG")
- Eric Nelson Auctioneering, Inc. ("ENA")
- Banone-AZ, LLC ("Banone-AZ")
- Banone, LLC ("Banone")
- Dynasty Development Management, LLC ("DDM")

EXHIBIT A – According to the Peachtree files submitted by Eric Nelson on April 20, 2012, the books and records indicated bank balances totaling \$471,898.56.

EXHIBIT B1 – This exhibit indicates the total Source and Application of funds on an Annual basis. The Exhibit is categorized in the following manner:

Source & Application of Rental/Interest Income - The main source of consistent income to the estate results from the following sources:

- House rentals (Banone, Banone-AZ, Arnold houses)
- Lindell Office Building rental,
- Note Interest
- RV Park

In addition to the income, the rental houses and Lindell Office Building require monthly expenses which are listed under the income section.

Source & Application of Other Income & Expenses – In addition to the Rental Income and Expenses, each company listed above received funds from various other sources and paid various expenses not related to the rental properties.

Investment Account & Line of Credit – Between 2009 and 2012, various companies received funds from the BNY Mellon account and Line of Credit. During the same time frame, various companies made payments to the Investment account and towards the Line of credit as well.

Net Cash Surplus/(Deficit) for All Sources – This figure represents the cash surplus or cash deficit for the entire year.

EXHIBIT B2 – This exhibit indicates the total Source and Application of funds on a monthly basis for the year 2009. This exhibit follows the same layout as described in **EXHIBIT B1**.

EXHIBIT B3 - This exhibit indicates the total Source and Application of funds on a monthly basis for the year 2010. This exhibit follows the same layout as described in **EXHIBIT B1**.

EXHIBIT B4 - This exhibit indicates the total Source and Application of funds on a monthly basis for the year 2011. This exhibit follows the same layout as described in **EXHIBIT B1**.

EXHIBIT B5 – This exhibit indicates the total Source and Application of funds on a monthly basis for the year 2012. This exhibit follows the same layout as described in **EXHIBIT B1**.

EXHIBIT C1 – This exhibit is a more detailed version of the figures contained in **EXHIBIT B2** for 2009. The exhibit is on a consolidated basis.

EXHIBIT C2 – This exhibit is a more detailed version of the figures contained in **EXHIBIT B3** for 2010. The exhibit is on a consolidated basis.

EXHIBIT C3 – This exhibit is a more detailed version of the figures contained in **EXHIBIT B4** for 2011. The exhibit is on a consolidated basis.

EXHIBIT C4 – This exhibit is a more detailed version of the figures contained in **EXHIBIT B5** for 2012. The exhibit is on a consolidated basis.

Larry L. Bertsch, CPA & Associates reserves the right to update this report and Exhibits upon the production of documents and/or evidence relating to the transactions continued in this report.

EXHIBIT A

Bank Account Balances

Bank Name	Last 4 of Acct	Company	Balance	As of
Bank of America	9201	ELN NV	8,978.86	04/20/12
Bank of America	3718	ELN NV	325,569.97	04/20/12
Bank of America	5829	ELN NV	14,100.00	04/20/12
BNY Mellon	1700	ELN NV	4,244.54	03/31/12
City National Bank	2802	Dynasty Development Managemer	71,322.85	04/20/12
Bank of America	7064	Banone-AZ	6,660.00	04/20/12
Bank of America	2799	Banone-AZ	1,489.81	04/20/12
Bank of America	2754	Banone	1,081.80	04/20/12
Bank of America	2780	Banone	30,016.12	04/20/12
Bank of America	4966	ENA	8,434.61	04/20/12
			<u>471,898.56</u>	

EXHIBIT B1

2009 through 2012 Consolidated Totals

Source & Application of Rental/Interest Income		2009 - 2012 Total	2009 Total	2010 Total	2011 Total	3 1/2 Months of 2012
Sources						
Rental & Interest Income						
	Banone Houses	1,394,207.57	392,456.43	494,626.47	382,208.40	124,916.27
	Lindell	341,971.35	115,096.00	91,527.35	110,148.00	25,200.00
	Note Interest Income	259,633.80	142,126.49	63,529.03	44,183.35	9,794.93
	Arnold Rent	14,235.19	4,594.70	2,662.88	5,254.46	1,723.15
	RV Park	42,793.09	38,158.09	-	4,635.00	-
	Total Rental & Interest Income	2,052,841.00	692,431.71	652,345.73	546,429.21	161,634.35
Applications						
Rental Expenses						
	Rental Expenses	499,578.90	329,361.92	78,484.28	69,265.81	22,466.89
	Taxes	379,870.15	142,497.18	130,794.78	64,369.94	42,208.25
	Lindell Expenses	71,204.27	33,545.67	24,014.40	8,758.25	4,885.95
	HOA Fees	34,028.77	14,755.49	14,926.08	3,815.20	532.00
	Insurance	43,336.38	24,745.37	17,023.35	1,567.66	-
	Total Rental Expenses	1,028,018.47	544,905.63	265,242.89	147,776.86	70,093.09
	Income/Loss for Rental/Interest	1,024,822.53	147,526.08	387,102.84	398,652.35	91,541.26
Source & Application of Other Income & Expenses						
Sources						
	Related Individuals	419,598.83	267,092.56	24,169.27	116,670.00	11,667.00
	Sale of Real Estate	6,250,616.46	3,702,030.75	2,086,354.10	352,231.61	110,000.00
	Silver Slipper & Hideaway Income	456,349.27	163,805.29	155,952.85	97,044.01	39,547.12
	Redemption of CD	2,504,535.34	2,504,535.34	-	-	-
	Eric Nelson	1,060,095.59	998,800.00	60,795.59	300.00	200.00
	Other Income	3,188,929.11	2,800,405.97	180,422.24	12,214.65	195,886.25
	Total Sources of Income	13,880,124.60	10,436,669.91	2,507,694.05	578,460.27	357,300.37
Applications						
	Investments	9,104,348.77	8,846,467.56	257,881.21	-	-
	Professionals	809,107.32	72,569.44	303,058.66	423,479.22	10,000.00
	Oasis Baptist Church (Russell Road) (Asset)	380,813.99	-	-	380,813.99	-
	Eric Nelson Draws and Expenses	697,476.29	200,884.69	256,218.51	193,953.55	46,419.54
	Children Expenses	407,392.13	100,902.35	145,566.83	139,363.15	21,559.80
	Related Individuals	3,900,115.29	1,336,784.69	2,382,495.36	117,988.04	62,847.20
	Company Operating Expenses	594,500.72	305,645.18	136,299.39	128,352.91	24,203.24
	Bella Kathryn Improvements & Expenses (Eric's Residence)	1,839,494.79	402,000.00	1,257,047.67	99,866.64	80,580.48
	Credit Cards	37,329.59	15,373.37	-	11,000.00	10,956.22
	Wyoming Downs (Asset)	80,800.00	-	-	76,000.00	4,800.00
	Other Individuals	502,173.52	298,793.02	105,160.27	64,907.11	33,313.12
	Soris Enterprises & Larsen Company	443,672.85	199,600.00	179,558.72	63,719.13	795.00
	Health/Life Insurance	75,189.41	11,952.01	14,899.85	40,850.45	7,487.10
	Lynita Nelson	89,517.12	65,505.94	13,003.58	10,763.60	244.00
	Vehicles	26,321.26	10,290.42	5,903.00	8,479.48	1,648.36
	Toler Marine, Inc	3,000.00	-	-	3,000.00	-
	Other Expenses	28,723.94	23,195.99	3,027.95	-	2,500.00
	Total Applications	19,019,976.99	11,889,964.66	5,060,121.00	1,762,537.27	307,354.06
	Income/(Loss) for Other Income & Expenses	(5,139,852.39)	(1,453,294.75)	(2,552,426.95)	(1,184,077.00)	49,946.31
Investment Account & Line of Credit						
	Deposits from Line of Credit & Mellon Account	7,918,202.04	3,640,000.00	2,997,368.17	1,032,000.00	248,833.87
	Payments towards Line of Credit & Mellon Account	6,250,000.00	4,950,000.00	1,050,000.00	250,000.00	-
	Net Deposits/(Payments)	1,668,202.04	(1,310,000.00)	1,947,368.17	782,000.00	248,833.87
	Net Cash Surplus/(Deficit) for All Sources	(2,446,827.82)	(2,615,768.67)	(217,955.94)	(3,424.65)	390,321.44

EXHIBIT B2

2009 Consolidated

Source & Application of Rental/Interest Income	2009 Total	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09
Sources													
Rental & Interest Income													
Banone Houses	392,456.43	9,520.00	13,460.00	12,310.00	18,490.00	32,125.00	41,328.50	38,653.60	42,703.76	39,326.00	44,999.00	43,230.00	56,310.5
Lindell	115,096.00	16,940.00	4,130.00	6,860.00	8,060.00	10,060.00	10,530.00	8,930.00	10,173.00	8,173.00	12,530.00	5,130.00	13,580.00
Note Interest Income	142,126.49	12,965.28	13,422.19	31,594.21	15,284.19	9,517.47	10,701.88	9,038.93	7,917.46	7,269.41	7,368.39	8,362.14	8,684.9
Arnold Rent	4,594.70	431.25	450.00	450.00	400.00	450.00	450.00	450.00	303.25	-	310.20	450.00	450.00
RV Park	38,158.09	-	-	-	-	9,394.95	6,711.60	6,795.10	5,629.69	4,980.00	4,646.75	-	-
Total Rental & Interest Income	692,431.71	39,856.53	31,462.19	51,214.21	42,234.19	52,152.47	72,405.33	63,784.13	67,892.57	60,398.10	70,187.59	61,818.89	79,025.51
Applications													
Rental Expenses													
Rental Expenses	329,361.92	6,810.05	343.80	20,095.99	40,575.75	57,191.41	42,464.87	43,410.46	30,086.84	29,173.16	24,959.87	12,314.86	21,934.86
Taxes	142,497.18	16,711.84	-	6,296.56	212.19	4,257.11	1,169.57	-	16,708.39	758.93	87,632.17	7,377.35	1,373.07
Lindell Expenses	33,545.67	5,141.43	587.94	6,636.32	684.80	1,946.69	622.63	919.06	5,836.23	-	7,200.37	2,540.00	1,430.00
HOA Fees	14,755.49	986.55	1,189.41	1,280.83	1,246.79	1,217.44	1,170.83	728.46	1,033.39	1,128.59	2,449.75	900.10	1,423.35
Insurance	24,745.37	2,679.81	659.30	261.80	261.80	811.80	6,094.06	569.51	-	5,249.13	1,814.00	615.44	5,728.72
Total Rental Expenses	544,905.63	32,329.68	2,780.45	34,571.70	42,981.33	65,424.45	51,521.96	45,627.49	53,664.85	36,309.81	124,056.16	23,747.75	31,890.00
Income/Loss for Rental/Interest	147,526.08	7,526.85	28,681.74	16,642.51	(747.14)	(13,271.98)	20,883.37	18,156.64	14,227.72	24,088.29	(53,868.57)	38,071.14	47,135.51
Source & Application of Other Income & Expenses													
Sources													
Related Individuals	267,092.56	-	1,000.00	4,000.00	-	-	3,726.31	35,366.25	3,000.00	-	-	-	220,000.00
Sale of Real Estate	3,702,030.75	56,969.70	33,200.00	50,331.98	3,230.00	5,972.50	248,926.38	379,735.40	55,906.82	4,680.00	874,436.44	771,212.50	1,217,429.03
Silver Slipper & Hideaway Income	163,805.29	-	15,000.00	-	46,975.00	13,000.60	22,500.00	8,584.98	-	28,215.20	10,029.11	12,000.40	7,500.00
Redemption of CD	2,504,535.34	2,404,535.34	-	-	100,000.00	-	-	-	-	-	-	-	-
Eric Nelson	998,800.00	-	-	-	-	-	-	768,000.00	55,000.00	200,000.00	(24,200.00)	-	-
Other Income	2,800,405.97	3,826.30	1,641.43	1,809,376.16	306,552.22	14,966.58	410,119.13	14,252.65	21,584.70	22,164.81	23,115.47	52,554.66	120,251.86
Total Sources of Income	10,436,669.91	2,463,331.34	50,841.43	1,862,708.14	456,757.22	33,939.68	685,271.82	1,205,939.28	135,491.52	255,060.01	883,381.02	835,767.56	1,565,180.89
Applications													
Investments	8,846,467.56	62,449.30	1,116,823.83	2,821,451.58	218,398.14	903,294.62	90,498.47	265,864.96	814,158.86	1,793,027.80	376,500.00	284,000.00	100,000.00
Professionals	72,569.44	3,389.40	-	2,500.00	20,650.00	5,000.00	4,860.00	11,605.00	9,435.43	1,957.00	3,779.22	7,360.80	2,032.57
Oasis Baptist Church (Russell Road) (Asset)	-	-	-	-	-	-	-	-	-	-	-	-	-
Eric Nelson Draws and Expenses	200,884.69	1,726.98	1,854.96	15,565.43	5,294.23	14,102.67	10,428.49	51,067.07	10,040.66	19,786.76	15,727.43	25,500.00	29,790.01
Children Expenses	100,902.35	6,292.12	2,759.50	3,645.30	2,259.91	2,043.52	7,561.48	9,960.68	21,185.79	2,315.43	15,629.26	19,273.02	7,976.34
Related Individuals	1,336,784.69	64,161.60	77,745.57	107,132.92	39,413.14	57,856.62	108,472.54	76,040.51	93,057.24	125,747.79	110,702.38	353,606.96	122,847.42
Company Operating Expenses	305,645.18	16,911.70	18,958.80	18,513.85	27,492.81	19,138.87	25,463.05	27,326.23	17,931.19	21,113.30	45,877.88	30,723.48	36,193.82
Bella Kathryn Improvements & Expenses (Eric's Residence)	402,000.00	-	-	-	-	-	-	-	-	-	-	-	402,000.00
Credit Cards	15,373.37	-	592.19	1,037.06	1,089.39	1,171.76	244.16	231.33	3,369.73	-	1,319.44	3,057.57	3,260.74
Wyoming Downs (Asset)	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Individuals	298,793.02	26,173.43	16,098.03	13,563.60	114,544.66	13,239.61	14,304.15	17,829.00	15,162.08	17,150.12	17,351.75	13,661.96	19,714.63
Soris Enterprises & Larsen Company	199,600.00	20,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00
Health/Life Insurance	11,952.01	1,075.45	1,183.88	1,889.78	930.58	2,241.04	1,017.31	223.64	204.03	1,481.33	111.82	1,481.33	111.82
Lynita Nelson	65,505.94	8,225.79	7,575.54	8,124.52	7,774.40	12,332.76	11,433.09	6,011.82	2,220.14	893.94	-	893.94	-
Vehicles	10,290.42	1,484.47	1,455.63	1,127.69	1,557.14	553.52	328.01	546.21	546.21	106.17	524.76	561.17	561.18
Toler Marine, Inc	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Expenses	23,195.99	5,609.86	-	1,892.80	-	2,746.78	-	7,800.77	834.19	1,678.77	1,375.22	1,257.60	-
Total Applications	11,889,964.66	217,800.10	1,261,376.77	3,013,072.47	455,274.95	1,051,025.39	291,156.26	490,589.02	1,004,445.57	2,001,558.61	605,199.16	757,677.83	740,788.53
Income/(Loss) for Other Income & Expenses	(1,453,294.75)	2,247,531.24	(1,210,535.34)	(1,149,364.33)	1,482.27	(1,017,085.71)	394,115.56	715,350.26	(868,954.05)	#####	278,181.86	78,089.73	824,392.36
Investment Account & Line of Credit													
Deposits from Line of Credit & Mellon Account	3,640,000.00	120,000.00	20,000.00	20,000.00	720,000.00	520,000.00	20,000.00	20,000.00	520,000.00	1,020,000.00	120,000.00	20,000.00	520,000.00
Payments towards Line of Credit & Mellon Account	4,950,000.00	1,650,000.00	500,000.00	-	500,000.00	-	200,000.00	-	-	-	72,731.58	300,000.00	1,727,268.42
Net Deposits/(Payments)	(1,310,000.00)	(1,530,000.00)	(480,000.00)	20,000.00	220,000.00	520,000.00	(180,000.00)	20,000.00	520,000.00	1,020,000.00	47,268.42	(280,000.00)	(1,207,268.42)
Net Cash Surplus/(Deficit) for All Sources	(2,615,768.67)	725,058.09	(1,661,853.60)	(1,112,721.82)	220,735.13	(510,357.69)	234,998.93	753,506.90	(334,726.33)	(702,410.31)	271,581.71	(163,839.13)	(335,740.55)

EXHIBIT B3

2010 Consolidated

Source & Application of Rental/Interest Income	2010 Total	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10
Sources													
Rental & Interest Income													
Banone Houses	494,626.47	34,742.00	44,528.00	42,762.00	43,029.47	35,360.47	43,604.38	39,103.16	37,060.00	40,422.00	39,131.99	45,349.00	49,534.00
Lindell	91,527.35	10,280.00	2,930.00	9,030.00	4,645.55	8,000.00	8,030.00	9,468.40	8,318.00	7,374.00	6,668.40	8,374.00	8,409.00
Note Interest Income	63,529.03	9,044.76	7,122.30	15,533.92	4,868.26	7,461.24	4,878.91	3,005.88	3,303.94	126.97	2,756.97	3,298.91	2,126.97
Arnold Kent	2,662.88	432.00	450.00	430.00	-	-	-	-	-	-	430.88	450.00	450.00
RV Park	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Rental & Interest Income	652,345.73	54,498.76	55,030.30	67,775.92	52,543.28	50,821.71	56,513.29	51,577.44	48,681.94	47,922.97	48,988.24	57,471.91	60,519.97
Applications													
Rental Expenses													
Rental Expenses	78,484.28	31,057.10	8,335.73	9,215.55	2,484.26	3,904.15	3,090.37	10,505.15	3,212.43	3,660.19	1,107.26	1,053.55	858.54
Taxes	130,794.78	13,466.79	11,350.43	40,165.29	319.43	34,058.37	5,013.56	1,040.44	9,750.96	1,224.66	13,588.65	-	816.20
Lindell Expenses	24,014.40	5,881.84	593.14	8,613.54	661.02	-	-	102.59	-	950.00	6,789.68	102.59	320.00
HOA Fees	14,926.08	6,767.63	1,359.30	457.30	1,138.65	596.65	756.65	596.65	326.65	326.65	326.65	1,406.65	866.65
Insurance	17,023.35	3,107.64	615.44	1,932.42	2,136.24	3,490.17	1,596.00	622.60	-	2,774.92	314.92	-	433.00
Total Rental Expenses	265,242.89	60,281.00	22,254.04	60,384.10	6,739.60	42,049.34	10,456.58	12,867.43	13,290.04	8,936.42	22,127.16	2,562.79	3,294.39
Income/Loss for Rental/Interest	387,102.84	(5,782.24)	32,776.26	7,391.82	45,803.68	8,772.37	46,056.71	38,710.01	35,391.90	38,986.55	26,861.08	54,909.12	57,225.58
Source & Application of Other Income & Expenses													
Sources													
Related Individuals	24,169.27	837.50	-	1,670.76	-	496.17	496.17	496.17	20,172.50	-	-	-	-
Sale of Real Estate	2,086,354.10	851,822.92	710,073.78	280,055.87	85,411.07	10,800.00	-	13,199.56	7,000.00	127,990.90	-	-	-
Silver Slipper & Hideaway Income	155,952.85	17,930.60	27,583.58	10,679.80	15,636.16	12,551.40	11,250.00	16,483.40	3,920.00	14,863.39	4,065.00	4,630.00	16,359.52
Redemption of CD	-	-	-	-	-	-	-	-	-	-	-	-	-
Eric Nelson	60,795.59	5,000.00	-	-	1,029.49	54,766.10	-	-	-	-	-	-	-
Other Income	180,422.24	9,882.25	37,389.47	3,155.71	64,856.33	805.22	800.32	135.00	12,966.64	48,213.77	868.92	756.76	591.85
Total Sources of Income	2,507,694.05	885,473.27	775,046.83	295,562.14	166,933.05	79,418.89	12,546.49	30,314.13	44,059.14	191,068.06	4,933.92	5,386.76	16,951.37
Applications													
Investments	257,881.21	-	-	-	-	-	-	-	-	-	184,931.24	-	72,949.97
Professionals	303,058.66	-	499.06	10,533.66	9,125.98	9,600.00	7,848.18	48,760.08	-	66,138.73	38,350.84	72,325.13	39,877.00
Oasis Baptist Church (Russell Road) (Asset)	-	-	-	-	-	-	-	-	-	-	-	-	-
Eric Nelson Draws and Expenses	256,218.51	9,880.85	10,043.32	83,115.67	16,563.66	17,889.63	5,325.23	24,010.52	3,000.00	41,782.55	17,539.27	14,884.67	12,183.14
Children Expenses	145,566.83	10,762.81	20,974.96	15,692.14	6,803.33	8,024.14	8,120.36	8,323.36	15,669.46	34,990.90	7,631.93	7,468.41	1,105.03
Related Individuals	2,382,495.36	1,995,047.780	1,15,075.010	41,777.030	42,050.090	18,863.080	11,679.820	32,368.580	22,253.490	24,040.480	29,708.440	20,474.340	29,157.220
Company Operating Expenses	136,299.39	16,255.020	12,286.150	14,492.350	12,983.770	6,259.450	9,449.900	10,809.140	7,279.270	11,879.000	11,055.870	11,789.590	11,759.880
Bella Kathryn Improvements & Expenses (Eric's Residence)	1,257,047.67	152,865.98	156,111.36	151,837.31	205,451.53	311,534.04	65,664.51	40,281.28	30,553.60	58,467.73	48,966.47	25,427.97	9,885.89
Credit Cards	-	-	-	-	-	-	-	-	-	-	-	-	-
Wyoming Downs (Asset)	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Individuals	105,160.27	35,966.660	15,686.820	5,722.110	8,159.440	5,497.290	1,930.700	5,799.330	3,968.900	5,435.830	8,420.000	2,633.170	5,940.000
Soris Enterprises & Larsen Company	179,558.72	16,300.00	16,557.00	40,207.00	10,300.00	10,300.00	24,394.72	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,000.00
Health/Life Insurance	14,899.85	1,914.25	2,344.99	1,436.50	1,289.65	1,177.83	111.82	2,273.84	-	808.48	1,180.83	1,180.83	1,180.83
Lynita Nelson	13,003.58	2,300.00	1,787.88	893.94	1,002.72	1,002.72	-	2,005.44	-	1,002.72	1,002.72	1,002.72	1,002.72
Vehicles	5,903.00	455.00	559.00	447.98	1,556.02	-	111.50	2,101.50	116.00	556.00	-	-	-
Toler Marine, Inc	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Expenses	3,027.95	-	1,401.21	689.61	-	678.80	-	-	-	-	-	258.33	-
Total Applications	5,060,121.00	2,241,748.35	353,326.76	366,845.30	315,286.19	390,826.98	134,636.74	187,033.07	93,140.72	255,402.44	359,087.61	167,745.16	195,041.68
Income/(Loss) for Other Income & Expenses	(2,552,426.95)	(1,356,275.08)	421,720.07	(71,283.16)	(148,353.14)	(311,408.09)	(122,090.25)	(156,718.94)	(49,081.58)	(64,334.38)	(354,153.69)	(162,358.40)	(178,090.31)
Investment Account & Line of Credit													
Deposits from Line of Credit & Mellon Account	2,997,368.17	1,902,368.17	20,000.00	20,000.00	20,000.00	295,000.00	220,000.00	20,000.00	20,000.00	20,000.00	220,000.00	120,000.00	120,000.00
Payments towards Line of Credit & Mellon Account	1,050,000.00	250,000.00	200,000.00	600,000.00	-	-	-	-	-	-	-	-	-
Net Deposits/(Payments)	1,947,368.17	1,652,368.17	(180,000.00)	(580,000.00)	20,000.00	295,000.00	220,000.00	20,000.00	20,000.00	20,000.00	220,000.00	120,000.00	120,000.00
Net Cash Surplus/(Deficit) for All Sources	(217,955.94)	290,310.85	274,496.33	(643,891.34)	(82,549.46)	(7,635.72)	143,966.46	(98,008.93)	6,310.32	(5,347.83)	(107,292.61)	12,550.72	(864.73)

EXHIBIT B4

2011 Consolidated

Source & Application of Rental/Interest Income	2011 Total	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11
Sources													
Rental & Interest Income													
Banone Houses	382,208.40	41,777.00	46,235.00	45,674.08	25,167.08	28,944.00	27,529.00	30,684.16	30,872.08	30,431.00	21,690.00	26,090.00	27,115.00
Lindell	110,148.00	8,974.00	8,374.00	8,974.00	8,074.00	9,744.00	9,744.00	9,744.00	9,744.00	9,244.00	9,244.00	7,144.00	11,144.00
Note Interest Income	44,183.35	2,756.97	2,630.00	2,883.94	2,756.97	10,388.36	3,874.05	3,176.97	2,756.97	3,216.97	1,454.05	3,914.05	4,374.05
Arnold Rent	5,254.46	432.00	450.00	375.00	437.46	410.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00
RV Park	4,635.00	-	-	-	4,635.00	-	-	-	-	-	-	-	-
Total Rental & Interest Income	546,429.21	53,939.97	57,689.00	57,907.02	41,070.51	49,486.36	41,597.05	44,055.13	43,823.05	43,341.97	32,838.05	37,598.05	43,083.05
Applications													
Rental Expenses													
Rental Expenses	69,265.81	4,052.75	-	3,233.90	1,836.62	2,700.00	5,020.33	6,735.93	13,506.07	11,321.86	6,445.81	4,745.94	9,666.60
Taxes	64,369.94	14,950.95	9,420.23	9,327.48	11,001.05	869.47	1,973.56	378.04	7,140.44	1,609.75	7,698.97	-	-
Lindell Expenses	8,758.25	1,370.51	-	1,325.88	964.56	397.85	254.36	1,665.05	338.42	205.42	1,708.63	205.42	322.15
HOA Fees	3,815.20	446.65	326.65	326.65	326.65	326.65	326.65	326.65	326.65	278.00	268.00	268.00	268.00
Insurance	1,567.66	-	-	-	-	200.00	-	291.76	252.15	291.76	140.33	252.16	139.50
Total Rental Expenses	147,776.86	20,820.86	9,746.88	14,213.91	14,128.88	4,493.97	7,574.90	9,397.43	21,563.73	13,706.79	16,261.74	5,471.52	10,396.25
Income/Loss for Rental/Interest	398,652.35	33,119.11	47,942.12	43,693.11	26,941.63	44,992.39	34,022.15	34,657.70	22,259.32	29,635.18	16,576.31	32,126.53	32,686.80
Source & Application of Other Income & Expenses													
Sources													
Related Individuals	116,670.00	11,667.00	11,667.00	11,667.00	-	-	11,667.00	11,667.00	11,667.00	11,667.00	11,667.00	11,667.00	11,667.00
Sale of Real Estate	352,231.61	6,250.00	-	345,981.61	-	-	-	-	-	-	-	-	-
Silver Slipper & Hideaway Income	97,044.01	12,542.41	2,875.00	15,060.31	47,103.89	3,565.00	5,685.00	10,212.40	-	-	-	-	-
Redemption of CD	-	-	-	-	-	-	-	-	-	-	-	-	-
Eric Nelson	300.00	-	-	-	300.00	-	-	-	-	-	-	-	-
Other Income	12,214.65	150.08	3,659.46	-	100.11	-	4,485.67	660.86	987.63	12.62	74.29	1,813.34	270.59
Total Sources of Income	578,460.27	30,609.49	18,201.46	372,708.92	47,504.00	3,565.00	21,837.67	22,540.26	12,654.63	11,679.62	11,741.29	13,480.34	11,937.59
Applications													
Investments													
Professionals	423,479.22	15,000.00	45,305.18	34,152.83	54,093.85	33,150.84	28,600.38	22,890.06	56,507.38	45,871.13	49,122.89	38,784.68	-
Oasis Baptist Church (Russell Road) (Asset)	380,813.99	-	-	-	-	180,813.99	100,000.00	-	100,000.00	-	-	-	-
Eric Nelson Draws and Expenses	193,953.55	20,845.50	15,725.24	32,392.60	8,190.02	13,588.36	24,792.21	14,094.17	17,960.01	10,015.43	10,127.24	8,000.00	18,222.77
Children Expenses	139,363.15	7,625.93	3,850.55	2,824.41	36,232.68	10,520.34	1,809.92	37,238.48	11,676.57	4,915.98	11,549.63	7,836.72	3,281.94
Related Individuals	117,988.04	1,812.57	17,271.19	16,734.74	13,260.60	17,766.53	10,861.64	4,139.00	5,228.00	13,870.00	5,168.00	4,123.77	7,752.00
Company Operating Expenses	128,352.91	10,216.32	12,677.34	15,360.14	9,130.00	7,419.85	17,204.84	10,831.91	10,434.76	8,269.48	7,506.85	9,689.37	9,612.05
Bella Kathryn Improvements & Expenses (Eric's Residence)	99,866.64	4,039.04	8,551.45	5,316.01	381.41	6,934.62	10,863.88	6,058.57	21,700.97	8,047.86	5,249.58	13,294.53	9,428.72
Credit Cards	11,000.00	-	-	-	-	-	-	-	-	-	-	-	-
Wyoming Downs (Asset)	76,000.00	-	-	-	-	-	500.00	-	-	-	500.00	75,000.00	-
Other Individuals	64,907.11	3,107.00	2,926.00	3,238.80	3,070.73	10,345.65	5,758.86	4,664.63	5,959.26	9,936.99	5,011.19	5,290.00	5,598.00
Sons Enterprises & Larsen Company	63,719.13	300.00	19,764.91	43,654.22	-	-	-	-	-	-	-	-	-
Health/Life Insurance	40,850.45	1,180.83	1,180.83	3,430.69	-	8,820.42	-	4,522.04	4,298.40	8,708.62	111.82	4,298.40	4,298.40
Lynita Nelson	10,763.60	1,002.72	1,002.72	3,008.16	-	-	-	5,000.00	-	-	750.00	-	-
Vehicles	8,479.48	260.66	-	1,184.89	213.54	349.36	1,029.86	1,316.73	659.45	1,034.16	886.07	519.71	1,025.05
Toler Marine, Inc	3,000.00	-	-	-	-	-	-	-	2,000.00	-	-	-	1,000.00
Other Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Applications	1,762,537.27	65,390.57	128,255.41	161,297.49	124,572.83	289,709.96	201,421.59	110,755.59	236,424.80	110,669.65	95,983.27	177,837.18	60,218.93
Income/(Loss) for Other Income & Expenses	(1,184,077.00)	(34,781.08)	(110,053.95)	211,411.43	(77,068.83)	(286,144.96)	(179,583.92)	(88,215.33)	(223,770.17)	(98,990.03)	(84,241.98)	(164,356.84)	(48,281.34)
Investment Account & Line of Credit													
Deposits from Line of Credit & Mellon Account	1,032,000.00	20,000.00	120,000.00	20,000.00	20,000.00	220,000.00	120,000.00	20,000.00	220,000.00	120,000.00	20,000.00	112,000.00	20,000.00
Payments towards Line of Credit & Mellon Account	250,000.00	-	-	250,000.00	-	-	-	-	-	-	-	-	-
Net Deposits/(Payments)	782,000.00	20,000.00	120,000.00	(230,000.00)	20,000.00	220,000.00	120,000.00	20,000.00	220,000.00	120,000.00	20,000.00	112,000.00	20,000.00
Net Cash Surplus/(Deficit) for All Sources	(3,424.65)	18,338.03	57,888.17	25,104.54	(30,127.20)	(21,152.57)	(25,561.77)	(33,557.63)	18,489.15	50,645.15	(47,665.67)	(20,230.31)	4,405.46

EXHIBIT B5

2012 Consolidated

Source & Application of Rental/Interest Income	2012 Total	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12
Sources													
Rental & Interest Income													
Banone Houses	124,916.27	27,965.00	36,192.08	31,578.19	29,181.00								
Lindell	25,200.00	6,400.00	6,400.00	6,800.00	5,600.00								
Note Interest Income	9,794.93	3,454.05	2,756.97	2,773.69	810.22								
Arnold Rent	1,723.15	432.00	450.00	391.15	450.00								
RV Park	-	-	-	-	-								
Total Rental & Interest Income	161,634.35	38,251.05	45,799.05	41,543.03	36,041.22	-	-	-	-	-	-	-	-
Applications													
Rental Expenses													
Rental Expenses	22,466.89	4,047.69	6,567.06	8,561.06	3,291.08								
Taxes	42,208.25	18,054.08	1,720.48	22,433.69	-								
Lindell Expenses	4,885.95	3,769.91	603.61	24.63	487.80								
HOA Fees	532.00	367.00	110.00	-	55.00								
Insurance	-	-	-	-	-								
Total Rental Expenses	70,093.09	26,238.68	9,001.15	31,019.38	3,833.88	-	-	-	-	-	-	-	-
Income/Loss for Rental/Interest	91,541.26	12,012.37	36,797.90	10,523.65	32,207.34	-	-	-	-	-	-	-	-
Source & Application of Other Income & Expenses													
Sources													
Related Individuals	11,667.00	11,667.00											
Sale of Real Estate	110,000.00	15,000.00	95,000.00										
Silver Slipper & Hideaway Income	39,547.12	26,375.12	-	9,202.00	3,970.00								
Redemption of CD	-	-	-	-	-								
Eric Nelson	200.00	200.00											
Other Income	195,886.25	194,336.46	1,504.56	45.23									
Total Sources of Income	357,300.37	247,578.58	96,504.56	9,247.23	3,970.00	-	-	-	-	-	-	-	-
Applications													
Investments													
Professionals	10,000.00			10,000.00									
Oasis Baptist Church (Russell Road) (Asset)	-	-	-	-	-								
Eric Nelson Draws and Expenses	46,419.54	5,918.86	30,495.68	10,000.00	5.00								
Children Expenses	21,559.80	5,388.79	7,474.32	8,583.69	113.00								
Related Individuals	62,847.20	8,084.00	23,828.46	18,387.41	12,547.33								
Company Operating Expenses	24,203.24	5,426.93	10,393.96	5,856.26	2,526.09								
Bella Kathryn Improvements & Expenses (Eric's Residence)	80,580.48	20,500.87	36,826.22	10,814.83	12,438.56								
Credit Cards	10,956.22	-	4,782.29	6,173.93	-								
Wyoming Downs (Asset)	4,800.00			4,800.00									
Other Individuals	33,313.12	5,366.00	8,435.37	14,165.87	5,345.88								
Soris Enterprises & Larsen Company	795.00	795.00											
Health/Life Insurance	7,487.10	4,449.84	2,897.76	139.50	-								
Lynita Nelson	244.00		244.00										
Vehicles	1,648.36	631.53	519.71	497.12	-								
Toler Marine, Inc	-	-	-	-	-								
Other Expenses	2,500.00	2,500.00											
Total Applications	307,354.06	59,061.82	125,897.77	89,418.61	32,975.86	-	-	-	-	-	-	-	-
Income/(Loss) for Other Income & Expenses	49,946.31	188,516.76	(29,393.21)	(80,171.38)	(29,005.86)	-	-	-	-	-	-	-	-
Investment Account & Line of Credit													
Deposits from Line of Credit & Mellon Account	248,833.87	248,833.87											
Payments towards Line of Credit & Mellon Account	-	-	-	-	-								
Net Deposits/(Payments)	248,833.87	248,833.87	-	-	-	-	-	-	-	-	-	-	-
Net Cash Surplus/(Deficit) for All Sources	390,321.44	449,363.00	7,404.69	(69,647.73)	3,201.48	-	-	-	-	-	-	-	-

EXHIBIT C1

2009 Consolidated Detail

Income	Total	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09
Intercompany Transfers													
Dynasty Development Group	5,000.00	-	-	-	-	-	-	-	-	-	-	5,000.00	-
Eric Nelson Auctioneering, Inc.	804,349.32	50,000.00	-	24,016.86	300,000.00	-	300,332.46	-	-	-	30,000.00	-	100,000.00
Nelson & Associates	-	-	-	-	-	-	-	-	-	-	-	-	-
Banone-AZ, LLC	-	-	-	-	-	-	-	-	-	-	-	-	-
Banone, LLC	201,000.00	-	2,000.00	10,000.00	50,000.00	54,000.00	-	-	10,000.00	40,000.00	15,000.00	-	20,000.00
Emerald Bay Resorts, LLC	6,036.73	-	-	-	-	-	5,000.00	282.48	754.25	-	-	-	-
Eric Nelson NV Trust	2,701,005.66	950,000.00	502,500.00	665,505.66	110,000.00	110,000.00	13,000.00	-	50,000.00	300,000.00	-	-	-
Cashier's Checks (Intercompany)	975,000.00	355,000.00	164,960.00	110,040.00	335,000.00	10,000.00	-	-	-	-	-	-	-
Cashier's Checks	50,000.00	-	-	-	-	50,000.00	-	-	-	-	-	-	-
Related Individuals													
Aleda Nelson (Eric's Sister)	220,000.00	-	-	-	-	-	-	-	-	-	-	-	220,000.00
Brock Nelson (Eric's Nephew)	3,000.00	-	-	-	-	-	-	-	3,000.00	-	-	-	-
CJE&L, LLC (Cal Nelson)	-	-	-	-	-	-	-	-	-	-	-	-	-
Harber Investments LLC / Nola Harber (Eric's Sister)	6,092.56	-	1,000.00	1,000.00	-	-	3,726.31	366.25	-	-	-	-	-
Eric T Nelson (Eric's Nephew)	38,000.00	-	-	3,000.00	-	-	-	35,000.00	-	-	-	-	-
Eric Nelson (Wells Fargo Account)	998,800.00	-	-	-	-	-	-	768,000.00	55,000.00	200,000.00	(24,200.00)	-	-
Other Income	2,600,000.00	-	-	1,800,000.00	300,000.00	-	400,000.00	-	-	-	-	-	100,000.00
Certificate of Deposit	2,504,535.34	2,404,535.34	-	-	100,000.00	-	-	-	-	-	-	-	-
Sale of Real Estate	3,702,030.75	56,969.70	33,200.00	50,331.98	3,230.00	5,972.50	248,926.38	379,735.40	55,906.82	4,680.00	874,436.44	771,212.50	1,217,429.03
Hideway Casino	85,029.11	-	15,000.00	-	-	-	22,500.00	7,500.00	-	15,000.00	10,029.11	-	7,500.00
Silver Slipper Casino	78,776.18	-	-	-	-	39,475.00	13,000.60	1,084.98	-	13,215.20	-	12,000.40	-
Rental Income													
Arnold Rent	4,594.70	431.25	450.00	450.00	400.00	450.00	450.00	450.00	303.25	-	310.20	450.00	450.00
Banone Houses	392,456.43	9,520.00	13,460.00	12,310.00	18,490.00	32,125.00	41,328.50	38,653.60	42,703.76	39,326.00	44,999.00	43,230.00	56,310.57
Lindell	115,096.00	16,940.00	4,130.00	6,860.00	8,060.00	10,060.00	10,530.00	8,930.00	10,173.00	8,173.00	12,530.00	5,130.00	13,380.00
Russell Road	-	-	-	-	-	-	-	-	-	-	-	-	-
RV Park	38,158.09	-	-	-	-	-	9,394.95	6,711.60	6,795.10	5,629.69	4,980.00	4,646.75	-
Interest Income	67,186.37	6,720.27	7,177.18	25,349.20	9,039.18	3,272.46	4,456.87	2,793.92	1,672.45	1,024.40	1,123.38	2,117.13	2,439.93
Soris Note Interest	74,940.12	6,245.01	6,245.01	6,245.01	6,245.01	6,245.01	6,245.01	6,245.01	6,245.01	6,245.01	6,245.01	6,245.01	6,245.01
IRS Refund	-	-	-	-	-	-	-	-	-	-	-	-	-
Refunds	200,405.97	3,826.30	1,641.43	9,376.16	6,552.22	14,966.58	10,119.13	14,252.65	21,584.70	22,164.81	23,115.47	52,554.66	20,251.86
BNY Investment Account	440,000.00	20,000.00	20,000.00	20,000.00	220,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
Line of Credit	3,200,000.00	100,000.00	-	-	500,000.00	500,000.00	-	500,000.00	1,000,000.00	1,000,000.00	100,000.00	-	500,000.00
Total Income	19,511,493.33	3,980,187.87	771,763.62	2,744,484.87	2,013,991.41	830,092.15	1,096,009.61	1,290,005.89	784,138.34	1,675,458.11	1,118,568.61	922,586.45	2,284,206.40
Expenses													
Eric Nelson													
Direct Payments	90,500.00	-	-	8,000.00	-	12,500.00	4,000.00	500.00	6,000.00	2,000.00	15,000.00	25,500.00	17,000.00
Expenses	110,384.69	1,726.98	1,854.96	7,565.43	5,294.23	1,602.67	6,428.49	50,567.07	4,040.66	17,786.76	727.43	-	12,790.01
Lynita Nelson													
Direct Payments	47,922.00	6,000.00	6,400.00	6,000.00	5,000.00	10,000.00	8,000.00	5,742.00	780.00	-	-	-	-
Expenses	17,583.94	2,225.79	1,175.54	2,124.52	2,774.40	2,332.76	3,453.09	269.82	1,440.14	893.94	-	893.94	-
Amanda Stromberg (Eric & Lynita's Daughter)	28,399.41	936.79	-	983.30	-	-	2,339.51	-	6,584.87	-	5,995.93	5,770.34	5,788.67
Aubrey Nelson (Eric & Lynita's Daughter)	25,682.72	-	-	-	-	540.60	4,500.00	2,338.40	8,053.72	1,350.00	2,350.00	6,550.00	-
Carli Nelson (Eric & Lynita's Daughter)	14,040.00	1,950.00	-	-	-	-	-	-	-	-	5,775.00	5,085.00	1,230.00
Erica Nelson (Eric & Lynita's Daughter)	27,509.48	3,405.33	2,759.50	2,662.00	2,259.91	1,502.92	721.97	7,622.28	1,276.46	965.43	1,508.33	1,867.68	957.67
Garrett Nelson (Eric & Lynita's Son)	5,270.74	-	-	-	-	-	-	-	5,270.74	-	-	-	-
Related Individuals													
Aleda Nelson (Eric's Sister)													
Direct Payments	260,068.52	950.00	-	1,900.00	2,551.00	-	3,139.50	-	11,978.37	7,919.28	4,090.50	222,562.87	4,977.00
Expenses	13,428.37	-	-	-	486.00	90.00	-	-	7,652.37	5,200.00	-	-	-
Nelson Auctioneering	87,921.73	6,375.00	23,600.00	2,750.00	2,750.00	-	1,837.51	-	18,675.02	1,837.51	15,210.84	9,210.83	5,675.02
Reimbursement	1,270.00	315.00	-	630.00	325.00	-	-	-	-	-	-	-	-
Brock Nelson (Eric's Nephew)	6,000.00	-	-	-	-	-	6,000.00	-	-	-	-	-	-
Bryce Nelson (Eric's Nephew)	48,000.00	8,000.00	4,000.00	4,000.00	-	4,000.00	8,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	-
Cal Nelson (Eric's Brother)	-	-	-	-	-	-	-	-	-	-	-	-	-
Cal's Blue Water Marine	158,200.00	-	-	-	-	-	30,000.00	32,000.00	-	51,200.00	15,000.00	15,000.00	15,000.00
Cashier's Checks	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	120,000.00	10,000.00	5,000.00	5,000.00	-	5,000.00	10,000.00	15,000.00	15,000.00	5,000.00	5,000.00	20,000.00	25,000.00
Expenses	263.60	-	-	-	-	-	263.60	-	-	-	-	-	-
Reimbursement	173,386.87	7,392.74	4,184.61	16,644.85	4,468.06	17,766.55	7,193.28	5,561.87	5,632.74	24,287.12	40,899.22	23,903.72	15,452.11
Carlene Gutierrez (Eric's Sister)	10,000.00	-	-	-	-	-	-	-	-	-	-	5,000.00	5,000.00

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	Total	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09
Chad Ramos (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
CNR Real Estate	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	41,507.63	3,000.00	3,000.00	3,000.00	4,750.00	2,650.00	2,650.00	2,650.00	3,000.00	3,000.00	3,786.95	3,572.55	6,448.1
Expenses	16,461.01	1,717.08	1,120.36	946.72	1,098.58	3,716.39	-	1,098.58	1,102.14	1,949.57	1,146.58	1,466.43	1,098.5
Chelsea Nelson (Eric's Niece)	9,500.00	-	-	-	-	-	-	-	1,500.00	2,000.00	2,000.00	2,000.00	2,000.0
Chris Stromberg (Eric & Lynita's son-in-law)	-	-	-	-	-	-	-	-	-	-	-	-	-
Eric T. Nelson (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	43,000.00	3,000.00	2,000.00	6,000.00	-	3,000.00	6,250.00	3,000.00	7,000.00	3,000.00	3,000.00	3,000.00	3,750.0
Reimbursement	21,880.86	-	-	16,446.29	479.67	479.67	2,061.08	482.83	-	482.83	482.83	482.83	482.83
Jesse Harber (Eric's Nephew)	25,025.00	-	25,025.00	-	-	-	-	-	-	-	-	-	-
Kevin Bailey (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	27,424.00	-	-	-	3,000.00	5,955.05	44.95	3,000.00	2,424.00	3,000.00	3,000.00	3,000.00	4,000.00
Reimbursement	5,802.68	-	-	-	-	-	2,955.05	-	2,847.63	-	-	-	-
Lance Liu (Eric's Brother-in-law)	48,000.00	8,000.00	4,000.00	4,000.00	-	4,000.00	-	4,000.00	-	4,000.00	4,000.00	4,000.00	-
Paul Harber (Eric's Brother-in-law)	35,818.83	-	-	13,318.83	-	-	-	-	-	-	-	22,500.00	-
Paul Nelson (Eric's Brother)	-	-	-	-	-	-	-	-	-	-	-	-	-
Cashier's Checks	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	74,769.86	10,000.00	-	-	13,000.00	5,000.00	14,975.00	-	-	-	897.43	5,000.00	25,897.43
Expenses	1,700.00	850.00	850.00	-	-	-	-	-	-	-	-	-	-
Health Insurance	14,983.55	1,310.02	1,310.02	1,310.02	1,310.02	3,036.42	1,341.41	-	1,341.41	2,682.82	-	1,341.41	-
Reimbursement	38,453.86	251.76	2,500.00	22,016.77	1,764.05	-	761.16	2,247.23	1,403.56	688.66	2,688.03	2,066.32	2,066.32
Rebecca Slaughter (Lynita's Niece)	-	-	-	-	-	-	-	-	-	-	-	-	-
Ryan Nelson (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	36,000.00	3,000.00	-	6,000.00	-	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	6,000.00
Reimbursement	7,918.32	-	1,155.58	3,169.44	3,430.76	162.54	-	-	-	-	-	-	-
Stacy Liu (Eric's Sister)	10,000.00	-	-	-	-	-	-	-	2,500.00	2,500.00	2,500.00	2,500.00	-
Investments	8,846,467.56	62,449.30	1,116,823.83	2,821,451.38	218,398.14	903,294.62	90,498.47	265,864.96	814,158.86	1,793,027.80	376,500.00	284,000.00	100,000.00
Wyoming Downs	-	-	-	-	-	-	-	-	-	-	-	-	-
Bella Kathryn	-	-	-	-	-	-	-	-	-	-	-	-	-
Improvements	402,000.00	-	-	-	-	-	-	-	-	-	-	-	402,000.00
Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Vehicles	10,290.42	1,484.47	1,484.47	1,455.63	1,127.69	1,557.14	553.52	328.01	546.21	106.17	524.76	561.17	561.18
Health/Life Insurance	11,952.01	1,075.45	1,183.88	1,889.78	930.58	2,241.04	1,017.31	223.64	204.03	1,481.33	111.82	1,481.33	111.82
Travel	9,187.91	-	-	1,892.80	-	2,746.78	-	777.77	834.19	1,678.77	-	1,257.60	-
BNY Investment Account	600,000.00	100,000.00	500,000.00	-	-	-	-	-	-	-	-	-	-
Credit Cards	15,373.37	-	592.19	1,037.06	1,089.39	1,171.76	244.16	231.33	3,369.73	-	1,319.44	3,057.57	3,260.74
Line of Credit	4,350,000.00	1,550,000.00	-	-	500,000.00	-	200,000.00	-	-	-	72,731.58	300,000.00	1,727,268.42
Professionals	-	-	-	-	-	-	-	-	-	-	-	-	-
Gordon & Silver, Ltd	144.40	144.40	-	-	-	-	-	-	-	-	-	-	-
Kissinger, Bigatel & Brower	10,000.00	-	-	-	-	-	-	10,000.00	-	-	-	-	-
Ecker & Kainen	26,080.00	-	-	-	20,000.00	-	860.00	1,605.00	3,615.00	-	-	-	-
Warner Angle Hallam Jackson	15,034.91	-	-	-	-	-	4,000.00	-	5,820.45	-	3,779.22	-	1,435.24
Rogers & Haldeman (Accountant)	650.00	-	-	650.00	-	-	-	-	-	-	-	-	-
William Armstrong, Jr., P.A	-	-	-	-	-	-	-	-	-	-	-	-	-
Blackwells Lawyers & Counselor	-	-	-	-	-	-	-	-	-	-	-	-	-
Harold W Duke PA	5,000.00	-	-	-	-	5,000.00	-	-	-	-	-	-	-
Freudenthal & Bobnds, P.C.	595.00	595.00	-	-	-	-	-	-	-	-	-	-	-
James Jimmersan, Esq	-	-	-	-	-	-	-	-	-	-	-	-	-
Jeffrey Burr, LTD.	2,500.00	-	-	2,500.00	-	-	-	-	-	-	-	-	-
Solomon Dwiggens	-	-	-	-	-	-	-	-	-	-	-	-	-
Stephens, Gourley & Bywater	1,047.13	-	-	-	-	-	-	-	-	-	-	449.80	597.33
Willick Law Group	-	-	-	-	-	-	-	-	-	-	-	-	-
Ivey Forseberg&Douglas	-	-	-	-	-	-	-	-	-	-	-	-	-
The Rushforth Firm, LTD	-	-	-	-	-	-	-	-	-	-	-	-	-
Mary Lehman	-	-	-	-	-	-	-	-	-	-	-	-	-
Gaston Resolution	-	-	-	-	-	-	-	-	-	-	-	-	-
Teri Norton, RMR	-	-	-	-	-	-	-	-	-	-	-	-	-
Gerety & Associates (Accountant)	10,768.00	1,900.00	-	-	-	-	-	-	1,957.00	-	-	6,911.00	-
Michael Branch	-	-	-	-	-	-	-	-	-	-	-	-	-
Wayne Catalano	-	-	-	-	-	-	-	-	-	-	-	-	-
Haas & Haas	750.00	750.00	-	-	-	-	-	-	-	-	-	-	-
Dickerson Law Group	-	-	-	-	-	-	-	-	-	-	-	-	-
Melissa Attamasio	-	-	-	-	-	-	-	-	-	-	-	-	-
Larry Bertsch, CPA & Associates (Court)	-	-	-	-	-	-	-	-	-	-	-	-	-

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	Total	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09
Intercompany Transfers													
Cashier's Checks	50,000.00	-	-	-	-	50,000.00	-	-	-	-	-	-	-
Cashier's Checks (Intercompany)	975,000.00	355,000.00	164,960.00	110,040.00	335,000.00	10,000.00	-	-	-	-	-	-	-
Banone, LLC	2,837,471.11	900,000.00	902,000.00	260,716.86	100,000.00	54,000.00	200,000.00	-	754.25	300,000.00	15,000.00	5,000.00	100,000.00
Banone-AZ, LLC	225,332.46	-	-	-	100,000.00	-	100,332.46	-	-	5,000.00	-	-	20,000.00
Dynasty Development Group	65,788.14	-	-	15,505.66	10,000.00	-	-	282.48	20,000.00	-	20,000.00	-	-
Erie Nelson Auctioneering, Inc.	175,000.00	50,000.00	-	-	50,000.00	-	-	-	40,000.00	35,000.00	-	-	-
Erie L Nelson NV Trust	388,300.00	50,000.00	-	23,300.00	300,000.00	-	5,000.00	-	-	-	10,000.00	-	-
Bay Resorts LLC	25,500.00	-	2,500.00	-	-	10,000.00	13,000.00	-	-	-	-	-	-
Rental Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Russell Road	-	-	-	-	-	-	-	-	-	-	-	-	-
Lindell Expenses	33,545.67	5,141.43	587.94	6,636.52	684.80	1,946.69	622.63	919.05	5,836.23	-	7,200.37	2,540.00	1,430.00
HOA Fees	14,755.49	986.55	1,189.41	1,280.83	1,246.79	1,217.44	1,170.83	728.46	1,033.39	1,128.59	2,449.75	900.10	1,423.30
Insurance	24,745.37	2,679.81	659.30	261.80	261.80	811.80	6,094.06	569.51	-	5,249.13	1,814.00	615.44	5,728.70
Rental Expenses	329,261.92	6,810.05	343.80	20,095.99	40,575.75	57,091.41	42,464.87	43,410.46	30,086.84	29,173.16	24,959.87	12,314.86	21,934.80
Taxes	142,597.18	16,711.84	-	6,296.56	212.19	4,357.11	1,169.57	-	16,708.39	758.93	87,632.17	7,377.35	1,373.00
Operating Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	50,397.73	1,590.50	3,028.51	2,997.37	6,183.89	3,277.20	2,975.62	4,731.39	4,400.00	4,383.99	6,423.96	5,105.17	5,300.10
Payroll	92,691.34	5,550.26	8,869.75	4,234.49	7,811.62	8,563.28	8,755.85	7,596.59	8,449.93	4,244.47	7,854.58	8,430.51	12,330.00
Cell Phone	5,695.11	-	376.52	371.24	385.33	1,213.05	881.98	419.16	-	821.49	407.17	-	819.10
Travel	13,421.16	790.50	956.39	4,851.65	1,336.18	-	-	779.00	539.84	1,154.64	2,437.36	-	575.60
Interest Expense	13,859.08	3,300.24	2,019.02	-	-	166.67	693.37	822.22	-	361.11	1,500.00	2,634.34	2,362.10
Other Expenses	129,580.76	5,680.20	3,708.61	6,059.10	11,775.79	5,918.67	12,156.23	12,977.87	4,541.42	10,147.80	27,254.81	14,553.46	14,806.80
Other Individuals	-	-	-	-	-	-	-	-	-	-	-	-	-
Briana Ramos	4,000.00	-	2,000.00	-	-	-	-	-	2,000.00	-	-	-	-
David Muir	12,000.00	10,000.00	-	-	-	-	-	2,000.00	-	-	-	-	-
Joseph Chad Lawson (Direct Payments & Reimbursement)	17,154.94	537.55	1,639.03	2,776.93	960.66	1,331.80	1,667.15	1,113.48	1,363.73	2,200.55	1,841.54	875.89	846.60
Keith Little (Direct Payments & Reimbursement)	41,093.91	3,000.00	3,000.00	3,030.67	3,000.00	3,045.23	3,000.00	3,123.52	3,222.64	3,290.57	3,132.21	3,578.07	6,671.00
Lana Martin	7,460.00	1,540.00	1,640.00	1,760.00	720.00	-	-	-	-	800.00	-	-	1,000.00
Rochelle McGowan	1,000.00	-	-	-	-	-	-	-	-	-	-	-	1,000.00
Jose Ricardo Moran	4,992.00	-	-	-	-	-	-	1,800.00	675.00	-	1,870.00	250.00	397.00
Ronald Baird	-	-	-	-	-	-	-	-	-	-	-	-	-
Steve Bieri (Hideaway)	100,000.00	-	-	-	100,000.00	-	-	-	-	-	-	-	-
Cliff McCarrie	11,825.00	800.00	800.00	800.00	800.00	1,000.00	2,600.00	1,750.00	1,000.00	1,975.00	(200.00)	-	500.00
Joan Ramos	30,839.00	1,377.00	3,377.00	-	2,000.00	4,000.00	3,377.00	4,754.00	200.00	2,754.00	4,000.00	2,000.00	3,000.00
Amy Arbeli	4,287.88	4,287.88	-	-	-	-	-	-	-	-	-	-	-
Ashley Konold	-	-	-	-	-	-	-	-	-	-	-	-	-
Audie Verbrugge	-	-	-	-	-	-	-	-	-	-	-	-	-
Bobby DeBorde	200.00	-	-	-	-	-	-	-	-	-	-	-	200.00
Terel Coomes	1,121.00	1,121.00	-	-	-	-	-	-	-	-	-	-	-
Lisa Klein (Direct Payments & Reimbursement)	38,690.58	3,000.00	3,000.00	4,500.00	3,000.00	3,190.58	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	4,000.00
Stewart Larsen	-	-	-	-	-	-	-	-	-	-	-	-	-
Tincy Cavanaugh	-	-	-	-	-	-	-	-	-	-	-	-	-
James Lindell	8,840.71	-	-	-	-	-	-	-	-	-	-	-	-
David Anderson	3,500.00	-	-	-	3,500.00	-	-	-	3,340.71	2,500.00	3,000.00	-	-
David Ramos	7,118.00	510.00	642.00	696.00	564.00	672.00	660.00	288.00	360.00	630.00	708.00	588.00	800.00
Nancy Stewart	1,000.00	-	-	-	-	-	-	-	-	-	-	-	1,000.00
Diego Correa	3,670.00	-	-	-	-	-	-	-	-	-	-	3,370.00	300.00
Other Companies	-	-	-	-	-	-	-	-	-	-	-	-	-
Silver Slipper Casino	2,023.00	-	-	-	-	-	-	2,023.00	-	-	-	-	-
Toler Marine, Inc	-	-	-	-	-	-	-	-	-	-	-	-	-
Soris Enterprises	195,600.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00
The Larsen Company	4,000.00	4,000.00	-	-	-	-	-	-	-	-	-	-	-
Taylor Prince LLC	2,804.93	2,804.93	-	-	-	-	-	-	-	-	-	-	-
Joseph Herrera, LLC	2,804.93	2,804.93	-	-	-	-	-	-	-	-	-	-	-
L.V Default (Anthony Martin)	5,000.00	-	-	-	-	-	-	5,000.00	-	-	-	-	-
Wyoming Racing, LLC	1,375.22	-	-	-	-	-	-	-	-	-	1,375.22	-	-
Total Expenses	22,127,262.00	3,255,129.78	2,833,617.22	3,457,206.69	1,893,256.28	1,240,449.84	861,010.68	536,498.99	1,118,864.67	2,377,868.42	846,986.90	1,086,425.58	2,619,946.95

EXHIBIT C2

2010 Consolidated Detail

Income	Total	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10
Intercompany Transfers													
Dynasty Development Group	7,000.00	7,000.00	-	-	-	-	-	-	-	-	-	-	-
Eric Nelson Auctioneering, Inc.	20,000.00	-	-	-	-	20,000.00	-	-	-	-	-	-	-
Nelson & Associates	-	-	-	-	-	-	-	-	-	-	-	-	-
Banone-AZ, LLC	180,000.00	-	-	-	-	-	-	-	-	-	-	-	-
Banone, LLC	420,500.00	257,000.00	-	35,000.00	-	-	-	30,000.00	11,000.00	30,000.00	30,000.00	5,000.00	50,000.00
Emerald Bay Resorts, LLC	3,552.76	-	-	3,552.76	-	-	-	-	-	-	-	-	-
Eric Nelson NY Trust	144,289.69	-	10,000.00	-	30,000.00	74,289.69	-	-	-	30,000.00	-	-	-
Cashier's Checks (Intercompany)	47,500.00	-	-	-	-	-	-	-	-	47,500.00	-	-	-
Cashier's Checks	-	-	-	-	-	-	-	-	-	-	-	-	-
Related Individuals													
Aleda Nelson (Eric's Sister)	-	-	-	-	-	-	-	-	-	-	-	-	-
Brook Nelson (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
CJE&L, LLC (Cal Nelson)	23,331.77	-	-	1,670.76	-	496.17	496.17	496.17	20,172.50	-	-	-	-
Harber Investments LLC / Nola Harber (Eric's Sister)	837.50	837.50	-	-	-	-	-	-	-	-	-	-	-
Eric T Nelson (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Eric Nelson (Wells Fargo Account)	60,795.59	5,000.00	-	-	1,029.49	54,766.10	-	-	-	-	-	-	-
Other Income	14,278.75	-	-	14,237.99	40.76	-	-	-	-	-	-	-	-
Certificate of Deposit	-	-	-	-	-	-	-	-	-	-	-	-	-
Sale of Real Estate	2,086,354.10	851,822.92	710,073.78	280,055.87	85,411.07	10,800.00	-	13,199.56	7,000.00	127,990.90	-	-	-
Hideaway Casino	22,468.28	7,500.00	14,968.38	-	-	-	-	-	-	-	-	-	-
Silver Slipper Casino	133,484.47	10,430.60	12,615.20	10,679.80	15,636.16	12,551.40	11,250.00	16,483.40	3,920.00	14,863.39	4,065.00	4,630.00	16,359.52
Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Arnold Rent	2,662.88	432.00	450.00	450.00	-	-	-	-	-	-	430.88	450.00	450.00
Banone Houses	494,626.47	34,742.00	44,528.00	42,762.00	43,029.47	35,360.47	43,604.38	39,103.16	37,060.00	40,422.00	39,131.99	45,349.00	49,534.00
Lindell	91,527.35	10,280.00	2,930.00	9,030.00	4,645.55	8,000.00	8,030.00	9,468.40	8,318.00	7,374.00	6,668.40	8,374.00	8,409.00
Russell Road	-	-	-	-	-	-	-	-	-	-	-	-	-
RV Park	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Income	44,794.00	2,799.75	7,122.30	3,043.90	4,868.26	7,461.24	4,878.91	3,005.88	3,303.94	126.97	2,756.97	3,298.91	2,126.97
Soris Note Interest	18,735.03	6,245.01	-	12,490.02	-	-	-	-	-	-	-	-	-
IRS Refund	106,184.02	-	-	-	58,136.00	-	-	-	-	48,048.02	-	-	-
Refunds	59,959.47	9,882.25	23,151.48	3,114.95	6,720.33	805.22	800.32	135.00	12,966.64	165.75	868.92	756.76	591.85
BNY Investment Account	240,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
Line of Credit	2,757,368.17	1,882,368.17	-	-	-	275,000.00	200,000.00	200,000.00	-	-	200,000.00	100,000.00	100,000.00
Total Income	6,980,250.40	3,106,340.20	845,839.14	436,088.05	269,517.09	519,530.29	289,059.78	131,891.57	123,741.08	366,491.03	428,922.16	215,358.67	247,471.34
Expenses													
Eric Nelson													
Direct Payments	196,323.47	8,000.00	8,000.00	71,123.47	16,000.00	13,700.00	-	16,000.00	-	34,500.00	13,000.00	8,000.00	8,000.00
Expenses	59,895.04	1,880.85	2,043.32	11,992.20	563.66	4,189.63	5,325.23	8,010.52	3,000.00	7,282.55	4,539.27	6,884.67	4,183.14
Lynita Nelson													
Direct Payments	2,300.00	2,300.00	-	-	-	-	-	-	-	-	-	-	-
Expenses	10,703.58	-	1,787.88	893.94	1,002.72	1,002.72	-	2,005.44	-	1,002.72	1,002.72	1,002.72	1,002.72
Amanda Stromberg (Eric & Lynita's Daughter)	11,787.33	-	5,743.67	6,043.66	-	-	-	-	-	-	-	-	-
Aubrey Nelson (Eric & Lynita's Daughter)	79,381.11	6,000.00	11,173.09	8,492.33	6,090.00	6,900.00	7,250.00	5,275.69	15,000.00	2,200.00	5,000.00	6,000.00	-
Carli Nelson (Eric & Lynita's Daughter)	9,850.92	4,135.00	1,950.00	25.00	-	-	-	1,498.92	-	2,242.00	-	-	-
Erica Nelson (Eric & Lynita's Daughter)	15,008.16	627.81	2,108.20	1,131.15	713.33	1,124.14	870.36	1,548.75	669.46	1,832.84	2,631.93	945.16	805.03
Garett Nelson (Eric & Lynita's Son)	29,539.31	-	-	-	-	-	-	-	-	28,716.06	-	523.25	300.00
Related Individuals													
Aleda Nelson (Eric's Sister)	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	620,631.00	620,000.00	631.00	-	-	-	-	-	-	-	-	-	-
Expenses	700.00	-	-	-	700.00	-	-	-	-	-	-	-	-
Nelson Auctioneering	8,500.00	1,000.00	5,000.00	-	-	-	-	-	-	-	-	-	-
Reimbursement	-	-	-	-	-	-	2,500.00	-	-	-	-	-	-
Brook Nelson (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Bryce Nelson (Eric's Nephew)	8,000.00	4,000.00	4,000.00	-	-	-	-	-	-	-	-	-	-
Cal Nelson (Eric's Brother)	-	-	-	-	-	-	-	-	-	-	-	-	-
Cal's Blue Water Marine	-	-	-	-	-	-	-	-	-	-	-	-	-
Cashier's Checks	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	1,293,918.17	1,267,368.17	5,000.00	1,100.00	450.00	-	-	-	20,000.00	-	-	-	-
Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursement	21,072.13	6,792.23	7,471.41	630.04	1,758.59	184.77	367.43	-	1,253.49	1,821.38	368.28	424.51	-
Carlene Gutierrez (Eric's Sister)	20,000.00	5,000.00	5,000.00	10,000.00	-	-	-	-	-	-	-	-	-

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	Total	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10
Chad Ramos (Eric's Nephew)		-	-	-	-	-	-	-	-	-	-	-	-
CNR Real Estate	39,668.30	-	10,000.00	21,118.30	3,000.00	4,500.00	1,050.00	-	-	-	-	-	-
Direct Payments	21,050.00	9,000.00	4,800.00	-	-	-	-	-	1,000.00	-	-	6,250.00	-
Expenses	1,720.24	1,720.24	-	-	-	-	-	-	-	-	-	-	-
Reimbursement	356.00	-	-	356.00	-	-	-	-	-	-	-	-	-
Chelsea Nelson (Eric's Niece)	5,817.06	3,000.00	832.38	-	496.17	496.17	-	992.34	-	-	-	-	-
Chris Stromberg (Eric & Lynita's son-in-law)	17,252.00	-	-	-	-	-	-	17,252.00	-	-	-	-	-
Eric T. Nelson (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Psyments	55,100.00	8,000.00	13,000.00	3,000.00	3,000.00	3,000.00	2,700.00	2,400.00	-	5,100.00	3,150.00	2,850.00	8,900.00
Reimbursement	49,269.10	482.83	-	1,231.28	1,657.47	5,056.82	3,320.52	582.79	-	2,223.37	13,123.23	9,362.10	12,228.65
Jesse Harber (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Kevin Bailey (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	51,000.00	8,000.00	13,000.00	3,000.00	3,000.00	3,000.00	-	-	-	9,000.00	6,000.00	-	6,000.00
Reimbursement	9,714.19	-	-	-	-	-	400.00	4,965.99	-	-	4,348.20	-	-
Kjersten Bailey (Eric's Niece)	321.40	-	321.40	-	-	-	-	-	-	-	-	-	-
Lance Liu (Eric's Brother-in-law)	8,000.00	4,000.00	4,000.00	-	-	-	-	-	-	-	-	-	-
Paul Harber (Eric's Brother-in-law)	41,902.94	41,902.94	-	-	-	-	-	-	-	-	-	-	-
Paul Nelson (Eric's Brother)	-	-	-	-	-	-	-	-	-	-	-	-	-
Cashier's Checks	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	55,581.32	897.43	25,933.89	-	25,000.00	-	-	-	-	3,750.00	-	-	-
Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Health Insurance	16,726.07	-	2,682.82	1,341.41	1,587.73	1,587.73	-	3,175.46	-	1,587.73	1,587.73	1,587.73	1,587.73
Reimbursement	9,695.44	3,383.94	402.11	-	1,400.13	1,037.59	1,341.87	-	-	558.00	1,131.00	-	440.80
Rebecca Slaughtor (Lynita's Niece)	3,000.00	-	-	-	-	-	-	3,000.00	-	-	-	-	-
Ryan Nelson (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	18,500.00	8,000.00	10,500.00	-	-	-	-	-	-	-	-	-	-
Reimbursement	-	-	-	-	-	-	-	-	-	-	-	-	-
Stacy Liu (Eric's Sister)	5,000.00	2,500.00	2,500.00	-	-	-	-	-	-	-	-	-	-
Investments	257,881.21	-	-	-	-	-	-	-	-	-	184,931.24	-	72,949.97
Wyoming Downs	-	-	-	-	-	-	-	-	-	-	-	-	-
Bella Kathryn	-	-	-	-	-	-	-	-	-	-	-	-	-
Improvements	1,223,519.24	141,032.98	155,619.65	151,178.10	205,205.23	311,204.46	57,187.11	38,799.11	28,779.31	56,298.85	46,422.65	24,095.79	7,696.00
Expenses	33,528.43	11,833.00	491.71	659.21	246.30	329.38	8,477.40	1,482.17	1,774.29	2,168.88	2,543.82	1,332.18	2,189.89
Vehicles	5,903.00	455.00	559.00	447.98	1,556.02	-	111.50	2,101.50	116.00	-	-	-	-
Health/Life Insurance	14,899.83	1,914.25	2,344.99	1,436.30	1,289.65	1,177.83	111.82	2,273.84	-	808.48	1,180.83	1,180.83	1,180.83
Travel	3,027.95	-	1,401.21	689.61	-	678.80	-	-	-	-	-	258.33	-
BNY Investment Account	250,000.00	250,000.00	-	-	-	-	-	-	-	-	-	-	-
Credit Cards	-	-	-	-	-	-	-	-	-	-	-	-	-
Line of Credit	800,000.00	-	200,000.00	600,000.00	-	-	-	-	-	-	-	-	-
Professionals	-	-	-	-	-	-	-	-	-	-	-	-	-
Gordon & Silver, Ltd	-	-	-	-	-	-	-	-	-	-	-	-	-
Kissinger, Bigatel & Brower	-	-	-	-	-	-	-	-	-	-	-	-	-
Ecker & Kainen	-	-	-	-	-	-	-	-	-	-	-	-	-
Warner Angle Hallam Jackson	330.36	-	105.00	-	225.36	-	-	-	-	-	-	-	-
Rogers & Haldeman (Accountant)	730.00	-	-	-	400.00	(400.00)	700.00	-	-	30.00	-	-	-
William Armstrong, Jr., P.A	-	-	-	-	-	-	-	-	-	-	-	-	-
Blackwells Lawyers & Counselor	-	-	-	-	-	-	-	-	-	-	-	-	-
Harold W Duke PA	6,613.70	-	-	632.70	-	-	-	-	-	-	-	-	5,981.00
Freudenthal & Bolnds, P.C.	-	-	-	-	-	-	-	-	-	-	-	-	-
James Jimmerson, Esq	201,145.41	-	-	-	-	10,000.00	-	43,759.08	-	47,758.62	30,673.08	53,954.63	15,000.00
Jeffrey Burr, LTD.	-	-	-	-	-	-	-	-	-	-	-	-	-
Solomon Dwiggens	-	-	-	-	-	-	-	-	-	-	-	-	-
Stephens, Gourley & Bywater	53,950.19	-	394.06	4,900.96	3,500.62	-	7,148.18	-	-	15,800.11	7,677.76	7,001.50	7,527.00
Willick Law Group	-	-	-	-	-	-	-	-	-	-	-	-	-
Ivey Forseberg&Douglas	-	-	-	-	-	-	-	-	-	-	-	-	-
The Rushforth Firm, LTD	-	-	-	-	-	-	-	-	-	-	-	-	-
Mary Lehman	-	-	-	-	-	-	-	-	-	-	-	-	-
Gaston Resolution	10,000.00	-	-	5,000.00	5,000.00	-	-	-	-	-	-	-	-
Teri Norton, RMR	-	-	-	-	-	-	-	-	-	-	-	-	-
Gerety & Associates (Accountant)	29,389.00	-	-	-	-	-	-	4,101.00	-	2,550.00	-	11,369.00	11,369.00
R. Vaughn Gourley, P.C	900.00	-	-	-	-	-	-	900.00	-	-	-	-	-
Michael Branch	-	-	-	-	-	-	-	-	-	-	-	-	-
Wayne Catalano	-	-	-	-	-	-	-	-	-	-	-	-	-
Haas & Haas	-	-	-	-	-	-	-	-	-	-	-	-	-
Dickerson Law Group	-	-	-	-	-	-	-	-	-	-	-	-	-

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	Total	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10
Melissa Attanasio	-	-	-	-	-	-	-	-	-	-	-	-	-
Larry Bertsch, CPA & Associates (Court)	-	-	-	-	-	-	-	-	-	-	-	-	-
Intercompany Transfers	-	-	-	-	-	-	-	-	-	-	-	-	-
Cashier's Checks	-	-	-	-	-	-	-	-	-	-	-	-	-
Cashier's Checks (Intercompany)	47,500.00	-	-	-	-	-	-	-	-	47,500.00	-	-	-
Banone, LLC	411,289.69	7,000.00	-	35,000.00	30,000.00	94,289.69	-	-	-	-	175,000.00	20,000.00	50,000.00
Banone-AZ, LLC	47,500.00	-	-	-	-	-	-	-	-	25,000.00	10,000.00	12,500.00	-
Dynasty Development Group	56,552.76	7,000.00	-	3,552.76	-	-	-	30,000.00	11,000.00	5,000.00	-	-	-
Eric Nelson Auctioneering, Inc.	10,000.00	-	10,000.00	-	-	-	-	-	-	-	-	-	-
Eric L Nelson NV Trust	250,000.00	250,000.00	-	-	-	-	-	-	-	-	-	-	-
Bay Resorts LLC	-	-	-	-	-	-	-	-	-	-	-	-	-
Rental Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Russell Road	-	-	-	-	-	-	-	-	-	-	-	-	-
Lindell Expenses	24,014.40	5,881.84	593.14	8,613.54	661.02	-	-	102.59	-	950.00	6,789.68	102.59	320.00
HOA Fees	14,926.08	6,767.63	1,359.30	457.30	1,138.65	596.65	756.65	596.65	326.65	326.65	326.65	1,406.65	866.65
Insurance	17,023.35	3,107.64	615.44	1,932.42	2,136.24	3,490.17	1,596.00	622.60	-	2,774.92	314.92	-	433.00
Rental Expenses	78,484.28	31,057.10	8,335.73	9,215.55	2,484.26	3,904.15	3,090.37	10,505.15	3,212.43	3,660.19	1,107.26	1,053.55	858.54
Taxes	130,794.78	13,466.79	11,350.43	40,165.29	319.43	34,058.37	5,013.56	1,040.44	9,750.96	1,224.66	13,588.65	-	816.20
Operating Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	9,961.34	1,247.25	838.29	612.88	1,630.37	485.79	454.47	1,806.95	51.76	682.46	384.13	1,268.70	498.29
Payroll	51,679.93	7,214.87	3,995.14	3,687.17	3,682.86	3,719.86	5,474.05	3,742.55	3,733.86	3,624.72	3,624.72	5,136.99	4,043.14
Cell Phone	5,944.81	50.00	851.85	911.15	444.66	425.14	413.55	448.59	-	428.43	1,133.57	424.77	413.10
Travel	2,170.15	335.20	-	984.20	-	-	459.48	391.27	-	-	-	-	-
Interest Expense	26,550.84	985.92	452.01	3,103.73	4,654.09	-	1,088.51	2,284.51	2,682.13	2,682.13	2,595.62	2,943.24	3,078.95
Other Expenses	39,992.32	6,421.78	6,148.86	5,193.22	2,571.79	1,628.66	1,559.84	2,135.27	811.52	4,461.26	3,317.83	2,015.89	3,726.40
Other Individuals	-	-	-	-	-	-	-	-	-	-	-	-	-
Briana Ramos	14,382.00	720.00	582.00	594.00	420.00	66.00	-	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
David Muir	-	-	-	-	-	-	-	-	-	-	-	-	-
Joseph Chad Lawson (Direct Payments & Reimbursement)	9,402.44	1,093.83	1,274.82	628.11	546.44	431.29	930.70	799.33	968.90	935.85	420.00	633.17	740.00
Keith Little (Direct Payments & Reimbursement)	18,613.00	3,500.00	8,000.00	-	2,113.00	5,000.00	-	-	-	-	-	-	-
Lana Martin	19,030.00	-	5,630.00	1,000.00	1,400.00	-	1,000.00	1,000.00	1,000.00	2,000.00	6,000.00	-	-
Rochelle McGowan	3,000.00	-	-	1,000.00	-	-	-	-	-	-	-	-	2,000.00
Jose Ricardo Moran	1,750.00	1,750.00	-	-	-	-	-	-	-	-	-	-	-
Ronald Baird	600.00	-	-	-	600.00	-	-	-	-	-	-	-	-
Steve Bieri (Hideaway)	-	-	-	-	-	-	-	-	-	-	-	-	-
Cliff McCarlie	500.00	-	-	-	-	-	-	-	-	500.00	-	-	-
Joan Ramos	7,000.00	2,000.00	-	2,000.00	-	-	-	2,000.00	-	-	-	-	1,000.00
Amy Arbeli	-	-	-	-	-	-	-	-	-	-	-	-	-
Ashley Konold	2,102.83	1,902.83	200.00	-	-	-	-	-	-	-	-	-	-
Audie Verbrugge	1,250.00	-	-	-	1,250.00	-	-	-	-	-	-	-	-
Bobby DeBorde	1,830.00	-	-	-	1,830.00	-	-	-	-	-	-	-	-
Terel Coomes	-	-	-	-	-	-	-	-	-	-	-	-	-
Lisa Klein (Direct Payments & Reimbursement)	500.00	-	-	500.00	-	-	-	-	-	-	-	-	-
Stewart Larsen	15,000.00	15,000.00	-	-	-	-	-	-	-	-	-	-	-
Tracy Cavanaugh	10,000.00	10,000.00	-	-	-	-	-	-	-	-	-	-	-
James Lindell	-	-	-	-	-	-	-	-	-	-	-	-	-
David Anderson	-	-	-	-	-	-	-	-	-	-	-	-	-
David Ramos	-	-	-	-	-	-	-	-	-	-	-	-	-
Nancy Stewart	200.00	-	-	-	-	-	-	-	-	-	-	-	200.00
Diego Correa	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Companies	-	-	-	-	-	-	-	-	-	-	-	-	-
Silver Slipper Casino	-	-	-	-	-	-	-	-	-	-	-	-	-
Toler Marine, Inc	-	-	-	-	-	-	-	-	-	-	-	-	-
Soris Enterprises	179,558.72	16,300.00	16,557.00	40,207.00	10,300.00	10,300.00	24,394.72	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,000.00
The Larsen Company	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor Prince LLC	-	-	-	-	-	-	-	-	-	-	-	-	-
Joseph Herrera, LLC	-	-	-	-	-	-	-	-	-	-	-	-	-
LV Default (Anthony Martin)	-	-	-	-	-	-	-	-	-	-	-	-	-
Wyoming Racing, LLC	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	7,198,206.34	2,816,029.35	585,580.80	1,065,782.16	352,025.79	527,166.01	145,093.32	229,900.50	117,430.76	341,838.86	566,214.77	202,807.95	248,336.07

EXHIBIT C3

2011 Consolidated Detail

Income	Total	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11
Intercompany Transfers													
Dynasty Development Group	48,000.00	-	-	-	35,000.00	-	-	7,000.00	6,000.00	-	-	-	-
Eric Nelson Auctioneering, Inc.	44,000.00	-	-	-	-	-	-	-	20,000.00	8,000.00	-	10,000.00	6,000.00
Nelson & Associates	50,000.00	-	-	-	-	-	-	-	-	-	-	30,000.00	20,000.00
Banone-AZ, LLC	95,000.00	15,000.00	-	-	-	-	-	25,000.00	13,000.00	14,000.00	7,000.00	10,000.00	11,000.00
Banone, LLC	363,000.00	16,000.00	32,000.00	40,500.00	58,500.00	100,000.00	-	-	113,000.00	3,000.00	-	-	-
Emerald Bay Resorts, LLC	-	-	-	-	-	-	-	-	-	-	-	-	-
Eric Nelson NV Trust	-	-	-	-	-	-	-	-	-	-	-	-	-
Related Individuals													
Brock Nelson (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
CJE&L, LLC (Cal Nelson)	116,670.00	11,667.00	11,667.00	11,667.00	-	-	11,667.00	11,667.00	11,667.00	11,667.00	11,667.00	11,667.00	11,667.00
Harber Investments LLC / Nola Harber (Eric's Sister)	-	-	-	-	-	-	-	-	-	-	-	-	-
Eric T Nelson (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Eric Nelson	300.00	-	-	-	300.00	-	-	-	-	-	-	-	-
Other Income	1,250.00	-	-	-	-	-	1,250.00	-	-	-	-	-	-
Certificate of Deposit	-	-	-	-	-	-	-	-	-	-	-	-	-
Sale of Real Estate	352,231.61	6,250.00	-	345,981.61	-	-	-	-	-	-	-	-	-
Silver Slipper Casino	97,044.01	12,542.41	2,875.00	15,060.31	47,103.89	3,565.00	5,685.00	10,212.40	-	-	-	-	-
Rental Income													
Arnold Rent	5,254.46	432.00	450.00	375.00	437.46	410.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00
Banone Houses	382,208.40	41,777.00	46,235.00	45,674.08	25,167.08	28,944.00	27,529.00	30,684.16	30,872.08	30,431.00	21,690.00	26,090.00	27,115.00
Lindell	110,148.00	8,974.00	8,374.00	8,974.00	8,074.00	9,744.00	9,744.00	9,744.00	9,744.00	9,244.00	9,244.00	7,144.00	11,144.00
Russell Road	-	-	-	-	-	-	-	-	-	-	-	-	-
RV Park	4,635.00	-	-	-	4,635.00	-	-	-	-	-	-	-	-
Interest Income	44,183.35	2,756.97	2,630.00	2,883.94	2,756.97	10,388.36	3,874.05	3,176.97	2,756.97	3,216.97	1,454.05	3,914.05	4,374.05
Soris Note Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
IRS Refund	-	-	-	-	-	-	-	-	-	-	-	-	-
Refunds	10,964.65	150.08	3,659.46	-	100.11	-	3,235.67	660.86	987.63	12.62	74.29	1,813.34	270.59
BNY Investment Account	240,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
Line of Credit	792,000.00	-	100,000.00	-	-	200,000.00	100,000.00	-	200,000.00	100,000.00	-	92,000.00	-
Total Income	2,756,889.48	135,549.46	227,890.46	491,115.94	202,074.51	373,051.36	183,434.72	118,595.39	428,477.68	200,021.59	71,579.34	213,078.39	112,020.64
Expenses													
Eric Nelson													
Direct Payments	115,580.73	16,000.00	8,000.00	8,000.00	8,000.00	9,000.00	9,601.13	8,757.60	8,222.00	8,000.00	8,000.00	8,000.00	16,000.00
Expenses	78,372.82	4,845.50	7,725.24	24,392.60	190.02	4,588.36	15,191.08	5,336.57	9,738.01	2,015.43	2,127.24	-	2,222.77
Lynita Nelson													
Direct Payments	5,750.00	-	-	-	-	-	-	-	-	-	-	-	-
Expenses	5,013.60	1,002.72	1,002.72	3,008.16	-	-	-	5,000.00	-	-	750.00	-	-
Amanda Stromberg (Eric & Lynita's Daughter)	21,363.72	-	-	-	-	-	922.39	-	6,480.00	-	6,435.67	6,525.66	1,000.00
Aubrey Nelson (Eric & Lynita's Daughter)	55,273.73	7,050.00	1,000.00	161.30	-	10,000.00	-	29,678.29	2,384.14	3,000.00	2,000.00	-	-
Carli Nelson (Eric & Lynita's Daughter)	8,630.00	-	1,950.00	-	-	-	-	6,680.00	-	-	-	-	-
Erica Nelson (Eric & Lynita's Daughter)	49,667.75	275.93	900.55	1,463.11	35,932.68	520.34	509.58	580.19	2,062.43	1,315.98	3,113.96	711.06	2,281.94
Garrett Nelson (Eric & Lynita's Son)	4,427.95	300.00	-	1,200.00	300.00	-	377.95	300.00	750.00	600.00	-	600.00	-
Related Individuals													
Aleda Nelson (Eric's Sister)	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
Nelson Auctioneering	-	-	-	-	-	-	-	-	-	-	-	-	-
Brock Nelson (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Cal Nelson (Eric's Brother)	-	-	-	-	-	-	-	-	-	-	-	-	-
Cal's Blue Water Marine	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursement	224.84	224.84	-	-	-	-	-	-	-	-	-	-	-
Carlene Gutierrez (Eric's Sister)	-	-	-	-	-	-	-	-	-	-	-	-	-

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	Total	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11
Chad Ramos (Eric's Nephew)	4,292.60	-	-	-	(707.40)	3,500.00	-	-	-	-	-	-	-
Eric T. Nelson (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	1,500.00
Direct Payments	23,988.00	-	3,300.00	4,200.00	7,800.00	-	3,150.00	-	-	5,538.00	-	-	-
Reimbursement	23,188.54	-	9,383.46	4,771.55	-	9,033.53	-	-	-	-	-	-	-
Jesse Harber (Eric's Nephew)	1,000.00	-	-	-	1,000.00	-	-	-	-	-	-	-	-
Kevin Bailey (Eric's Nephew)	1,679.00	-	-	-	-	-	1,679.00	-	-	-	-	-	-
Lance Liu (Eric's Brother-in-law)	19,811.77	-	-	-	2,168.00	2,233.00	2,168.00	1,139.00	2,228.00	3,332.00	2,168.00	1,123.77	3,252.00
Paul Harber (Eric's Brother-in-law)	-	-	-	-	-	-	-	-	-	-	-	-	-
Paul Nelson (Eric's Brother)	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	30,000.00	-	3,000.00	3,000.00	-	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
Health Insurance	7,938.65	1,587.73	1,587.73	4,763.19	-	-	-	-	-	-	-	-	-
Reimbursement	-	-	-	-	-	-	-	-	-	-	-	-	-
Rebecca Slaughter (Lynita's Niece)	864.64	-	-	-	-	-	864.64	-	-	-	-	-	-
Ryan Nelson (Eric's Nephew)	5,000.00	-	-	-	3,000.00	-	-	-	-	2,000.00	-	-	-
Investments	-	-	-	-	-	-	-	-	-	-	-	-	-
Wyoming Downs	76,000.00	-	-	-	-	-	500.00	-	-	-	500.00	75,000.00	-
Bella Kathryn	-	-	-	-	-	-	-	-	-	-	-	-	-
Improvements	69,790.95	1,701.02	749.85	2,682.28	-	4,933.77	10,115.49	4,989.29	17,471.52	6,397.50	194.46	12,680.05	7,875.72
Expenses	30,075.69	2,338.02	7,801.60	2,633.73	381.41	2,000.85	748.39	1,069.28	4,229.45	1,650.36	5,055.12	614.48	1,553.00
Vehicles	8,479.48	260.66	-	1,184.89	213.54	349.36	1,029.86	1,316.73	659.45	1,034.16	886.07	519.71	1,025.05
Health/Life Insurance	40,850.45	1,180.83	1,180.83	3,430.69	-	8,820.42	-	4,522.04	4,298.40	8,708.62	111.82	4,298.40	4,298.40
Travel	-	-	-	-	-	-	-	-	-	-	-	-	-
Credit Cards	11,000.00	-	-	-	-	-	-	-	-	-	-	11,000.00	-
Line of Credit	250,000.00	-	-	250,000.00	-	-	-	-	-	-	-	-	-
Professionals	-	-	-	-	-	-	-	-	-	-	-	-	-
William Armstrong, Jr., P.A	19,039.00	-	-	-	11,039.00	-	-	-	8,000.00	-	-	-	-
Blackwells Lawyers & Counselor	19,145.06	-	-	-	10,000.00	-	-	8,786.16	358.90	-	-	-	-
Harold W Duke PA	55,000.00	-	15,000.00	10,000.00	10,000.00	-	10,000.00	-	10,000.00	-	-	-	-
Freudenthal & Bohnds, P.C.	-	-	-	-	-	-	-	-	-	-	-	-	-
James Jimmerson, Esq	43,532.93	15,000.00	18,532.93	-	-	5,000.00	5,000.00	-	-	-	-	-	-
Jeffrey Burr, LTD.	1,645.00	-	-	-	-	-	-	-	-	1,600.00	45.00	-	-
Solomon Dwiggins	85,912.49	-	-	10,000.00	-	7,032.50	-	6,578.58	8,174.29	11,851.43	10,046.50	32,229.19	-
Stephens, Gourley & Bywater	42,249.00	-	11,772.25	5,432.83	6,304.85	4,461.00	3,600.38	2,758.66	2,579.40	2,579.40	1,204.74	1,555.49	-
Willick Law Group	30,774.44	-	-	-	-	-	-	-	10,000.00	12,420.50	8,353.94	-	-
Ivey Forseberg&Douglas	10,000.00	-	-	-	-	-	-	-	-	-	10,000.00	-	-
The Rushforth Firm, LTD	5,000.00	-	-	-	-	-	-	-	-	5,000.00	-	-	-
Mary Lehman	10,000.00	-	-	-	-	-	-	-	-	10,000.00	-	-	-
Gaston Resolution	-	-	-	-	-	-	-	-	-	-	-	-	-
Teri Norton, RMR	199.80	-	-	-	-	-	-	-	-	199.80	-	-	-
Gerety & Associates (Accountant)	31,089.00	-	-	8,720.00	6,750.00	3,849.00	-	-	-	770.00	6,000.00	5,000.00	-
Michael Branch	35,867.50	-	-	-	-	5,000.00	-	-	17,394.79	-	13,472.71	-	-
Wayne Catalano	7,375.00	-	-	-	-	7,375.00	-	-	-	-	-	-	-
Dickerson Law Group	3,575.00	-	-	-	-	297.92	-	3,277.08	-	-	-	-	-
Melissa Attanasio	1,625.00	-	-	-	-	135.42	-	1,489.58	-	-	-	-	-
Larry Bertsch, CPA & Associates (Court)	21,450.00	-	-	-	10,000.00	-	10,000.00	-	-	1,450.00	-	-	-
Intercompany Transfers	-	-	-	-	-	-	-	-	-	-	-	-	-
Banone, LLC	237,000.00	15,000.00	-	-	35,000.00	-	-	32,000.00	39,000.00	22,000.00	7,000.00	50,000.00	37,000.00
Banone-AZ, LLC	12,000.00	-	-	9,000.00	-	-	-	-	-	3,000.00	-	-	-
Dynasty Development Group	151,000.00	16,000.00	32,000.00	31,500.00	58,500.00	-	-	-	13,000.00	-	-	-	-
Eric Nelson Auctioneering, Inc.	200,000.00	-	-	-	-	100,000.00	-	-	100,000.00	-	-	-	-
Eric L Nelson NV Trust	-	-	-	-	-	-	-	-	-	-	-	-	-
Bay Resorts LLC	-	-	-	-	-	-	-	-	-	-	-	-	-

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	Total	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11
Rental Expenses													
Russell Road	380,813.99	-	-	-	-	180,813.99	100,000.00	-	100,000.00	-	-	-	-
Lindell Expenses	8,758.25	1,370.51	-	1,325.88	964.56	397.85	254.36	1,665.05	338.42	205.42	1,708.63	205.42	322.15
HOA Fees	3,815.20	446.65	326.65	326.65	326.65	326.65	326.65	326.65	326.65	278.00	268.00	268.00	268.00
Insurance	1,567.66	-	-	-	-	200.00	-	291.76	252.15	291.76	140.33	252.16	139.50
Rental Expenses	69,265.81	4,052.75	-	3,233.90	1,836.62	2,700.00	5,020.33	6,735.93	13,506.07	11,321.86	6,445.81	4,745.94	9,666.60
Taxes	64,369.94	14,950.95	9,420.23	9,327.48	11,001.05	869.47	1,973.56	378.04	7,140.44	1,609.75	7,698.97	-	-
Operating Expenses													
Utilities	9,967.87	881.70	732.07	2,139.06	1,487.29	1,563.53	-	649.44	-	885.64	750.51	444.81	433.82
Payroll	44,745.25	3,847.52	3,712.48	3,690.95	3,693.64	-	5,651.11	3,731.50	3,751.96	3,702.02	3,709.02	5,553.03	3,702.02
Cell Phone	5,441.78	432.70	44.97	991.41	-	439.57	892.20	694.28	-	904.07	337.20	-	705.38
Travel	5,732.91	-	4.00	539.16	-	-	4,182.44	352.61	-	-	654.70	-	-
Interest Expense	31,812.74	3,293.25	3,958.77	3,334.89	3,404.35	3,012.28	3,481.39	3,502.41	3,629.35	119.81	229.42	1,913.38	1,933.44
Other Expenses	30,652.36	1,761.15	4,225.05	4,664.67	544.72	2,404.47	2,997.70	1,901.67	3,053.45	2,657.94	1,826.00	1,778.15	2,837.39
Other Individuals													
Briana Ramos	18,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	-	4,000.00	-	-	-
David Muir	-	-	-	-	-	-	-	-	-	-	-	-	-
Joseph Chad Lawson	12,527.28	1,107.00	926.00	1,238.80	1,070.73	1,102.39	1,196.36	977.13	1,197.69	1,136.99	786.19	990.00	798.00
Keith Little	10,300.00	-	-	-	-	2,000.00	1,200.00	600.00	1,200.00	1,800.00	600.00	1,200.00	1,700.00
Lana Martin	10,787.50	-	-	-	-	2,012.50	1,362.50	1,087.50	1,500.00	1,000.00	1,625.00	1,100.00	1,100.00
Rochelle McGowan	4,230.76	-	-	-	-	3,230.76	-	-	-	1,000.00	-	-	-
Lisa Klein	-	-	-	-	-	-	-	-	-	-	-	-	-
Ronald Baird	-	-	-	-	-	-	-	-	-	-	-	-	-
Steve Bieri (Hideaway)	-	-	-	-	-	-	-	-	-	-	-	-	-
Cliff McCarlie	-	-	-	-	-	-	-	-	-	-	-	-	-
Joan Ramos	9,061.57	-	-	-	-	-	-	-	2,061.57	1,000.00	2,000.00	2,000.00	2,000.00
Other Companies													
Toler Marine, Inc	3,000.00	-	-	-	-	-	-	-	2,000.00	-	-	-	1,000.00
Soris Enterprises	43,954.22	300.00	-	43,654.22	-	-	-	-	-	-	-	-	-
The Larsen Company	19,764.91	-	19,764.91	-	-	-	-	-	-	-	-	-	-
Wyoming Racing, LLC	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	2,760,314.13	117,211.43	170,002.29	466,011.40	232,201.71	394,203.93	208,996.49	152,153.02	409,988.53	149,376.44	119,245.01	233,308.70	107,615.18

EXHIBIT C4

2012 Consolidated Detail

[illegible]

2012 Consolidated Detail

	Total	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12
Intercompany Transfers	-	-	-	-	-	-	-	-	-	-	-	-	-
Cashier's Checks	-	-	-	-	-	-	-	-	-	-	-	-	-
Cashier's Checks (Intercompany)	-	-	-	-	-	-	-	-	-	-	-	-	-
Banone, LLC	150,000.00	10,000.00	87,000.00	23,000.00	30,000.00	-	-	-	-	-	-	-	-
Banone-AZ, LLC	-	-	-	-	-	-	-	-	-	-	-	-	-
Dynasty Development Group Management	-	-	-	-	-	-	-	-	-	-	-	-	-
Eric Nelson Auctioneering, Inc.	-	-	-	-	-	-	-	-	-	-	-	-	-
Eric L Nelson NV Trust	95,000.00	-	95,000.00	-	-	-	-	-	-	-	-	-	-
Bay Resorts LLC	-	-	-	-	-	-	-	-	-	-	-	-	-
Rental Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Russell Road	-	-	-	-	-	-	-	-	-	-	-	-	-
Lindell Expenses	4,885.95	3,769.91	603.61	24.63	487.80	-	-	-	-	-	-	-	-
HOA Fees	532.00	367.00	110.00	-	55.00	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Rental Expenses	22,466.89	4,047.69	6,567.06	8,561.06	3,291.08	-	-	-	-	-	-	-	-
Taxes	42,208.25	18,054.08	1,720.48	22,433.69	-	-	-	-	-	-	-	-	-
Operating Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	1,289.31	312.78	530.72	445.81	-	-	-	-	-	-	-	-	-
Payroll	13,084.56	3,799.90	3,721.40	3,705.25	1,858.01	-	-	-	-	-	-	-	-
Cell Phone	1,597.75	-	1,273.16	324.59	-	-	-	-	-	-	-	-	-
Travel	6.00	-	6.00	-	-	-	-	-	-	-	-	-	-
Interest Expense	925.75	-	925.75	-	-	-	-	-	-	-	-	-	-
Other Expenses	7,299.87	1,314.25	3,936.93	1,380.61	668.08	-	-	-	-	-	-	-	-
Other Individuals	-	-	-	-	-	-	-	-	-	-	-	-	-
Briana Ranjos	-	-	-	-	-	-	-	-	-	-	-	-	-
David Muir	-	-	-	-	-	-	-	-	-	-	-	-	-
Joseph Chad Lawson (Direct Payments & Reimbursement)	2,340.79	586.00	560.37	422.00	772.42	-	-	-	-	-	-	-	-
Keith Little (Direct Payments & Reimbursement)	6,450.00	600.00	1,700.00	2,950.00	1,200.00	-	-	-	-	-	-	-	-
Lana Martin	3,975.00	1,200.00	1,175.00	825.00	775.00	-	-	-	-	-	-	-	-
Rochelle McGowan	500.00	-	-	500.00	-	-	-	-	-	-	-	-	-
Jose Ricardo Moran	-	-	-	-	-	-	-	-	-	-	-	-	-
Ronald Baird	-	-	-	-	-	-	-	-	-	-	-	-	-
Steve Bieri (Hideaway)	-	-	-	-	-	-	-	-	-	-	-	-	-
Cliff McCarlie	980.00	980.00	-	-	-	-	-	-	-	-	-	-	-
Joan Ramos	7,000.00	2,000.00	-	4,000.00	1,000.00	-	-	-	-	-	-	-	-
Any Arbeli	-	-	-	-	-	-	-	-	-	-	-	-	-
Ashley Konold	-	-	-	-	-	-	-	-	-	-	-	-	-
Audie Verbrugge	-	-	-	-	-	-	-	-	-	-	-	-	-
Bobby DeBorde	-	-	-	-	-	-	-	-	-	-	-	-	-
Terel Coomes	-	-	-	-	-	-	-	-	-	-	-	-	-
Lisa Klein (Direct Payments & Reimbursement)	-	-	-	-	-	-	-	-	-	-	-	-	-
Stewart Larsen	-	-	-	-	-	-	-	-	-	-	-	-	-
Tracy Cavanaugh	-	-	-	-	-	-	-	-	-	-	-	-	-
James Lindell	-	-	-	-	-	-	-	-	-	-	-	-	-
David Anderson	-	-	-	-	-	-	-	-	-	-	-	-	-
David Ramos	-	-	-	-	-	-	-	-	-	-	-	-	-
Nancy Stewart	-	-	-	-	-	-	-	-	-	-	-	-	-
Frank Lamb	12,067.33	-	5,000.00	5,468.87	1,598.46	-	-	-	-	-	-	-	-
Other Companies	-	-	-	-	-	-	-	-	-	-	-	-	-
Silver Slipper Casino	-	-	-	-	-	-	-	-	-	-	-	-	-
Toler Marine, Inc	-	-	-	-	-	-	-	-	-	-	-	-	-
Soris Enterprises	795.00	795.00	-	-	-	-	-	-	-	-	-	-	-
The Larsen Company	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor Prince LLC	-	-	-	-	-	-	-	-	-	-	-	-	-
Joseph Herrera, LLC	-	-	-	-	-	-	-	-	-	-	-	-	-
LV Default (Anthony Martin)	-	-	-	-	-	-	-	-	-	-	-	-	-
Henderson Capital Group, LLC	2,500.00	2,500.00	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	622,447.15	95,300.50	316,898.92	143,437.99	66,809.74	-	-	-	-	-	-	-	-

EXHIBIT 6

EXHIBIT 6

RECEIVED

THE DICKERSON LAW GROUP

ROBERT P. DICKERSON
KATHERINE L. PROVOST
JOSEF KARACSONYI
NATALIE E. EL-KOUZ

A PROFESSIONAL CORPORATION OF ATTORNEYS AT LAW
HILLS CENTER NORTH BUSINESS PARK
1745 VILLAGE CENTER CIRCLE
LAS VEGAS, NEVADA 89134

AREA CODE (702)
TELEPHONE 388-8600
FAX 388-0210

June 18, 2015

Jeffrey P. Luszeck, Esq.
Solomon, Dwiggin, Freer & Morse, Ltd.
9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129
jluszeck@sdfnvlaw.com

**HAND DELIVERY
AND EMAIL**

Rhonda K. Forsberg, Esq.
Rhonda K. Forsberg, Chartered
64 N. Pecos Road # 800
Henderson, Nevada 89074
rforsberg@forsberg-law.com

**BY U.S. MAIL
AND EMAIL**

Re: *Nelson v. Nelson, et. al* (Case No. D-09-411537-D)

Dear Jeff and Rhonda:

As you are aware the Findings of Fact and Order filed June 3, 2015 requires Eric Nelson to pay Lynita Nelson \$11,890.87 for attorney and paralegal fees by June 30, 2015 at 5:00 p.m. Please have Mr. Nelson deliver this payment to our office for tracking purposes.

In addition, the Findings of Fact and Order (the "Order") issued in the referenced case on June 8, 2015 requires Eric Nelson and the ELN Trust to remit certain payments to Lynita Nelson and the LSN Trust. Pursuant to the Order the following payments are due immediately:

- | | | |
|-----|---|-------------|
| (1) | Heather Ridge Rental Payments
(April 5, 2014 through June 5, 2015) | \$ 2,988.00 |
| (2) | Gate Removal Fee | \$ 375.00 |

Please have your client(s) remit \$3,363.00 to Lynita Nelson/LSN Trust within five (5) calendar days. I ask that this payment be delivered to my office for tracking purposes.

I am also enclosing, once again, the four (4) Quitclaim Deeds required to transfer the remainder of the Mississippi property to Mrs. Nelson as directed by the Court. As directed in the Order, the executed Deeds should be delivered to my office by not later than 5:00 p.m. on or before July 10, 2015. You will note that at your prior request the language of "for other valuable consideration" has been replaced with "pursuant to the June 3, 2013 Decree " All prior excuses that you have given for your failure to comply with the June 3, 2013 Decree have now either been ruled upon by the Court and/or accommodated by this revision to the language recited in the deeds.

I further enclose with this letter MLAW calculations for each of the additional payments which Eric Nelson and the ELN Trust are required to remit to Lynita Nelson/LSN Trust pursuant to the Order. If the Order includes language awarding interest, I have had the program include an interest calculation. From my review of the Order the following payments are due by no later than 5:00 p.m. on or before July 10, 2015:

- | | | |
|-----|---|--------------|
| (1) | JB Ramos Note, plus statutory interest from June 3, 2013 | \$86,605.10 |
| (2) | 2209 Farmouth Circle Promissory Note Income | \$ 8,816.15 |
| (3) | 5704 Roseridge Property, plus statutory interest
from June 3, 2013 | \$69,950.28 |
| (4) | Banone, LLC net profits (June 1, 2013 - June 30, 2014) | \$64,393.98 |
| (5) | Health Insurance premiums, plus statutory interest
from June 3, 2013 | \$46,460.18 |
| (6) | Lindell Property (July 1, 2013 - June 30, 2015), plus
statutory interest from June 3, 2013 | \$85,272.72 |
| (7) | 830 Arnold Avenue (June 3, 2013 - September 30, 2014),
plus statutory interest from June 3, 2013 | \$ 1,037.72 |
| (8) | Russell Road property (June 1, 2013 - June 30, 2014),
plus statutory interest from June 3, 2013 | \$ 29,639.66 |
| (9) | Attorneys Fees from June 16, 2014 Hearing | \$13,054.74 |

In satisfaction of the above, please have your client(s) remit \$405,230.53 to Lynita Nelson/LSN Trust by not later than 5:00 p.m. on or before July 10, 2015. I ask that this payment be delivered to my office for tracking purposes.

I thank you for your immediate attention to these matters. This letter is sent in compliance with EDCR 5.11 as our effort to resolve this issue without the need for further court involvement.

Sincerely,



Katherine L. Provost

cc: Lynita Nelson

Arrearage Calculation Summary

NELSON - Heather Ridge

Page: 1

Report Date: 06/17/2015

Summary of Amounts Due

Total Principal Due 06/17/2015:	\$2,988.00
Total Interest Due 06/17/2015:	\$83.54
Total Penalty Due 06/17/2015:	\$0.00
Amount Due if paid on 06/17/2015:	\$3,071.54
Amount Due if paid on 06/18/2015:	\$3,071.97
Daily Amount accruing as of 06/18/2015:	\$0.42

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
04/05/2014	166.00	04/05/2014	0.00	166.00	0.00
05/05/2014	166.00	05/05/2014	0.00	332.00	0.71
06/05/2014	166.00	06/05/2014	0.00	498.00	2.19
07/01/2014	0.00	07/01/2014	0.00	498.00	4.05
07/05/2014	166.00	07/05/2014	0.00	664.00	4.34
08/05/2014	166.00	08/05/2014	0.00	830.00	7.30
09/05/2014	166.00	09/05/2014	0.00	996.00	11.00
10/05/2014	166.00	10/05/2014	0.00	1,162.00	15.30
11/05/2014	166.00	11/05/2014	0.00	1,328.00	20.48
12/05/2014	166.00	12/05/2014	0.00	1,494.00	26.21
01/01/2015	0.00	01/01/2015	0.00	1,494.00	32.01
01/05/2015	166.00	01/05/2015	0.00	1,660.00	32.87
02/05/2015	166.00	02/05/2015	0.00	1,826.00	40.28
03/05/2015	166.00	03/05/2015	0.00	1,992.00	47.63
04/05/2015	166.00	04/05/2015	0.00	2,158.00	56.51
04/05/2015	166.00	04/05/2015	0.00	2,324.00	56.51
05/05/2015	166.00	05/05/2015	0.00	2,490.00	66.54
05/05/2015	166.00	05/05/2015	0.00	2,656.00	66.54
06/05/2015	166.00	06/05/2015	0.00	2,822.00	78.38
06/05/2015	166.00	06/05/2015	0.00	2,988.00	78.38
06/17/2015	0.00	06/17/2015	0.00	2,988.00	83.54
Totals	2,988.00		0.00	2,988.00	83.54

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.

Interest and penalties are calculated using number of days past due.

Payments apply to principal amounts only.

Interest is not compounded, but accrued only.

Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.25%	from Jan 2016 to Jun 2016
5.25%	from Jul 2016 to Dec 2016			

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End of Report

Arrearage Calculation Summary

NELSON - Security Gate

Page: 1

Report Date: 06/17/2015

Summary of Amounts Due

Total Principal Due 06/17/2015:	\$375.00
Total Interest Due 06/17/2015:	\$0.48
Total Penalty Due 06/17/2015:	\$0.00
Amount Due if paid on 06/17/2015:	\$375.48
Amount Due if paid on 06/18/2015:	\$375.53
Daily Amount accruing as of 06/18/2015:	\$0.05

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
06/08/2015	375.00	06/08/2015	0.00	375.00	0.00
06/17/2015	0.00	06/17/2015	0.00	375.00	0.48
Totals	375.00		0.00	375.00	0.48

* Indicates a payment due is designated as child support.

Arrearage Calculation Summary

NELSON - ATTORNEYS FEES FROM 06/16/14 HEARING

Page: 1

Report Date: 06/17/2015

Summary of Amounts Due

Total Principal Due 06/17/2015:	\$13,054.74
Total Interest Due 06/17/2015:	\$16.89
Total Penalty Due 06/17/2015:	\$0.00
Amount Due if paid on 06/17/2015:	\$13,071.63
Amount Due if paid on 06/18/2015:	\$13,073.51
Daily Amount accruing as of 06/18/2015:	\$1.87

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
06/08/2015	13,054.74	06/08/2015	0.00	13,054.74	0.00
06/17/2015	0.00	06/17/2015	0.00	13,054.74	16.89
Totals	13,054.74		0.00	13,054.74	16.89

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
 Interest and penalties are calculated using number of days past due.
 Payments apply to principal amounts only.
 Interest is not compounded, but accrued only.
 Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.25%	from Jan 2016 to Jun 2016
5.25%	from Jul 2016 to Dec 2016			

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Arrearage Calculation Summary

NELSON -JB Ramos Note

Page: 1

Report Date: 06/17/2015

Summary of Amounts Due

Total Principal Due 07/10/2015:	\$78,000.00
Total Interest Due 07/10/2015:	\$8,605.10
Total Penalty Due 07/10/2015:	\$0.00
Amount Due if paid on 07/10/2015:	\$86,605.10
Amount Due if paid on 07/11/2015:	\$86,616.32
Daily Amount accruing as of 07/11/2015:	\$11.21

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
06/03/2013	78,000.00	06/03/2013	0.00	78,000.00	0.00
07/01/2013	0.00	07/01/2013	0.00	78,000.00	314.13
01/01/2014	0.00	01/01/2014	0.00	78,000.00	2,378.46
07/01/2014	0.00	07/01/2014	0.00	78,000.00	4,409.13
01/01/2015	0.00	01/01/2015	0.00	78,000.00	6,473.46
07/01/2015	0.00	07/01/2015	0.00	78,000.00	8,504.13
07/10/2015	0.00	07/10/2015	0.00	78,000.00	8,605.10
Totals	78,000.00		0.00	78,000.00	8,605.10

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
 Interest and penalties are calculated using number of days past due.
 Payments apply to principal amounts only.
 Interest is not compounded, but accrued only.
 Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.25%	from Jan 2016 to Jun 2016
5.25%	from Jul 2016 to Dec 2016			

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End of Report

Arrearage Calculation Summary

NELSON - Farmouth Circle

Page: 1

Report Date: 06/08/2015

Summary of Amounts Due

Total Principal Due 07/10/2015:	\$8,816.15
Total Interest Due 07/10/2015:	\$0.00
Total Penalty Due 07/10/2015:	\$0.00
Amount Due if paid on 07/10/2015:	\$8,816.15
Amount Due if paid on 07/11/2015:	\$8,817.41
Daily Amount accruing as of 07/11/2015:	\$1.26

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
07/10/2015	8,816.15	07/10/2015	0.00	8,816.15	0.00
Totals	8,816.15		0.00	8,816.15	0.00

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
 Interest and penalties are calculated using number of days past due.
 Payments apply to principal amounts only.
 Interest is not compounded, but accrued only.
 Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.25%	from Jan 2016 to Jun 2016
5.25%	from Jul 2016 to Dec 2016			

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Arrearage Calculation Summary

NELSON - Roseridge

Page: 1

Report Date: 06/17/2015

Summary of Amounts Due

Total Principal Due 07/10/2015:	\$63,000.00
Total Interest Due 07/10/2015:	\$6,950.28
Total Penalty Due 07/10/2015:	\$0.00
Amount Due if paid on 07/10/2015:	\$69,950.28
Amount Due if paid on 07/11/2015:	\$69,959.34
Daily Amount accruing as of 07/11/2015:	\$9.06

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
06/03/2013	63,000.00	06/03/2013	0.00	63,000.00	0.00
07/01/2013	0.00	07/01/2013	0.00	63,000.00	253.72
01/01/2014	0.00	01/01/2014	0.00	63,000.00	1,921.06
07/01/2014	0.00	07/01/2014	0.00	63,000.00	3,561.22
01/01/2015	0.00	01/01/2015	0.00	63,000.00	5,228.56
07/01/2015	0.00	07/01/2015	0.00	63,000.00	6,868.72
07/10/2015	0.00	07/10/2015	0.00	63,000.00	6,950.28
Totals	63,000.00		0.00	63,000.00	6,950.28

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
 Interest and penalties are calculated using number of days past due.
 Payments apply to principal amounts only.
 Interest is not compounded, but accrued only.
 Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.25%	from Jan 2016 to Jun 2016
5.25%	from Jul 2016 to Dec 2016			

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Arrearage Calculation Summary

NELSON - Banone LLC

Page: 1

Report Date: 06/08/2015

Summary of Amounts Due

Total Principal Due 07/10/2015:	\$64,393.98
Total Interest Due 07/10/2015:	\$0.00
Total Penalty Due 07/10/2015:	\$0.00
Amount Due if paid on 07/10/2015:	\$64,393.98
Amount Due if paid on 07/11/2015:	\$64,403.24
Daily Amount accruing as of 07/11/2015:	\$9.26

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
07/10/2015	64,393.98	07/10/2015	0.00	64,393.98	0.00
Totals	64,393.98		0.00	64,393.98	0.00

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
 Interest and penalties are calculated using number of days past due.
 Payments apply to principal amounts only.
 Interest is not compounded, but accrued only.
 Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.25%	from Jan 2016 to Jun 2016
5.25%	from Jul 2016 to Dec 2016			

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Arrearage Calculation Summary

NELSON - Health Insurance

Page: 1

Report Date: 06/17/2015

Summary of Amounts Due

Total Principal Due 07/10/2015:	\$41,843.89
Total Interest Due 07/10/2015:	\$4,616.29
Total Penalty Due 07/10/2015:	\$0.00
Amount Due if paid on 07/10/2015:	\$46,460.18
Amount Due if paid on 07/11/2015:	\$46,466.20
Daily Amount accruing as of 07/11/2015:	\$6.01

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
06/03/2013	41,843.89	06/03/2013	0.00	41,843.89	0.00
07/01/2013	0.00	07/01/2013	0.00	41,843.89	168.52
01/01/2014	0.00	01/01/2014	0.00	41,843.89	1,275.95
07/01/2014	0.00	07/01/2014	0.00	41,843.89	2,365.32
01/01/2015	0.00	01/01/2015	0.00	41,843.89	3,472.75
07/01/2015	0.00	07/01/2015	0.00	41,843.89	4,562.13
07/10/2015	0.00	07/10/2015	0.00	41,843.89	4,616.29
Totals	41,843.89		0.00	41,843.89	4,616.29

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
 Interest and penalties are calculated using number of days past due.
 Payments apply to principal amounts only,
 Interest is not compounded, but accrued only.
 Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.25%	from Jan 2016 to Jun 2016
5.25%	from Jul 2016 to Dec 2016			

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Arrearage Calculation Summary

NELSON - Lindell

Page: 1

Report Date: 06/17/2015

Summary of Amounts Due

Total Principal Due 07/10/2015:	\$76,800.00
Total Interest Due 07/10/2015:	\$8,472.72
Total Penalty Due 07/10/2015:	\$0.00
Amount Due if paid on 07/10/2015:	\$85,272.72
Amount Due if paid on 07/11/2015:	\$85,283.76
Daily Amount accruing as of 07/11/2015:	\$11.04

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
06/03/2013	76,800.00	06/03/2013	0.00	76,800.00	0.00
07/01/2013	0.00	07/01/2013	0.00	76,800.00	309.30
01/01/2014	0.00	01/01/2014	0.00	76,800.00	2,341.87
07/01/2014	0.00	07/01/2014	0.00	76,800.00	4,341.30
01/01/2015	0.00	01/01/2015	0.00	76,800.00	6,373.87
07/01/2015	0.00	07/01/2015	0.00	76,800.00	8,373.30
07/10/2015	0.00	07/10/2015	0.00	76,800.00	8,472.72
Totals	76,800.00		0.00	76,800.00	8,472.72

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
 Interest and penalties are calculated using number of days past due.
 Payments apply to principal amounts only.
 Interest is not compounded, but accrued only.
 Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.25%	from Jan 2016 to Jun 2016
5.25%	from Jul 2016 to Dec 2016			

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Notes:

Payments are applied to oldest unpaid balance.

Interest and penalties are calculated using number of days past due.

Payments apply to principal amounts only.

Interest is not compounded, but accrued only.

Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.25%	from Jan 2016 to Jun 2016
5.25%	from Jul 2016 to Dec 2016			

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Arrearage Calculation Summary

NELSON - 830 Arnold Ave

Page: 1

Report Date: 06/17/2015

Summary of Amounts Due

Total Principal Due 07/10/2015:	\$1,037.72
Total Interest Due 07/10/2015:	\$0.00
Total Penalty Due 07/10/2015:	\$0.00
Amount Due if paid on 07/10/2015:	\$1,037.72
Amount Due if paid on 07/11/2015:	\$1,037.86
Daily Amount accruing as of 07/11/2015:	\$0.14

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
07/10/2015	1,037.72	07/10/2015	0.00	1,037.72	0.00
Totals	1,037.72		0.00	1,037.72	0.00

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
 Interest and penalties are calculated using number of days past due.
 Payments apply to principal amounts only.
 Interest is not compounded, but accrued only.
 Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.25%	from Jan 2016 to Jun 2016
5.25%	from Jul 2016 to Dec 2016			

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End of Report

Arrearage Calculation Summary

NELSON - Russell Road

Page: 1

Report Date: 06/17/2015

Summary of Amounts Due

Total Principal Due 07/10/2015:	\$26,694.66
Total Interest Due 07/10/2015:	\$2,945.00
Total Penalty Due 07/10/2015:	\$0.00
Amount Due if paid on 07/10/2015:	\$29,639.66
Amount Due if paid on 07/11/2015:	\$29,643.50
Daily Amount accruing as of 07/11/2015:	\$3.83

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
06/03/2013	26,694.66	06/03/2013	0.00	26,694.66	0.00
07/01/2013	0.00	07/01/2013	0.00	26,694.66	107.51
01/01/2014	0.00	01/01/2014	0.00	26,694.66	814.00
07/01/2014	0.00	07/01/2014	0.00	26,694.66	1,508.97
01/01/2015	0.00	01/01/2015	0.00	26,694.66	2,215.47
07/01/2015	0.00	07/01/2015	0.00	26,694.66	2,910.44
07/10/2015	0.00	07/10/2015	0.00	26,694.66	2,945.00
Totals	26,694.66		0.00	26,694.66	2,945.00

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
 Interest and penalties are calculated using number of days past due.
 Payments apply to principal amounts only.
 Interest is not compounded, but accrued only.
 Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.25%	from Jan 2016 to Jun 2016
5.25%	from Jul 2016 to Dec 2016			

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

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

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

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

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

CORRECTED QUITCLAIM DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) cash in hand paid, pursuant to the terms of the June 3, 2013 Decree of Divorce entered in the 8th Judicial District Court, State of Nevada, Case No. D-09-411537-D, the receipt and sufficiency of all of which is hereby acknowledged, **DYNASTY, INC.**, Grantor, does hereby convey and quitclaim unto **DYNASTY LIMITED**, Grantee, any and all interest that it may hold in the following described real property situated in the Hancock County, Mississippi, and being more particularly described as follows:

[SEE EXHIBIT "A" ATTACHED]

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

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///

///

///

///

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

Witness my signature, this the ____ day of _____, 2015.

DYNASTY, INC.

By: Eric L. Nelson

Title: _____

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this _____ day of _____, 2015, within my jurisdiction, the within named **Eric L. Nelson**, who acknowledged that he is _____ of **Dynasty, Inc.**, and that for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

Commencing at the intersection of the North right of way of Lakeshore Road with the Northwesterly right of way of Beach Boulevard; thence North 23 degrees 37 minutes 44 seconds along the Northwesterly right of way of Beach Boulevard, 545.00 feet to a point, said point being the place of beginning; thence South 23 degrees 37 minutes 44 seconds West along fence line 89.60 feet to a fence corner; thence North 65 degrees 58 minutes 44 seconds West along fence line 146.30 feet to a fence corner; thence North 22 degrees 24 minutes 59 seconds East along fence line 169.29 feet to a fence corner; thence South 64 degrees 09 minutes 25 seconds East along a fence line 150.00 feet to a point on the Northwesterly right of way of Beach Boulevard; thence South 32 degrees 37 minutes 44 seconds West along the Northwesterly right of way of Beach Boulevard and a fence line

75 feet to the place of beginning. Containing 24,703 square feet of land, more or less. LESS AND EXCEPT that portion previously conveyed to Norman Du'Rapau on September 2, 1971, and recorded in Book W-9, Page 271, Deed Records of Hancock County, Mississippi.

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

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

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

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

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

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

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

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

CORRECTED QUITCLAIM DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) cash in hand paid, pursuant to the terms of the June 3, 2013 Decree of Divorce entered in the 8th Judicial District Court, State of Nevada, Case No. D-09-411537-D, the receipt and sufficiency of all of which is hereby acknowledged, **DYNASTY, INC.**, Grantor, does hereby convey and quitclaim unto **ERIC L. NELSON NEVADA TRUST u/a/d 5-30-01**, Grantee, any and all interest that it may hold in the following described real property situated in the Hancock County, Mississippi, and being more particularly described as follows:

[SEE EXHIBIT "A" ATTACHED]

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

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

Witness my signature, this the ____ day of _____, 2015.

DYNASTY, INC.

Eric L. Nelson

Title: _____

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this _____ day of _____, 2015, within my jurisdiction, the within named **Eric L. Nelson**, who acknowledged that he is _____ of **Dynasty, Inc.**, and that for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

Commencing at the intersection of the North right of way of Lakeshore Road with the Northwesterly right of way of Beach Boulevard; thence North 23 degrees 37 minutes 44 seconds along the Northwesterly right of way of Beach Boulevard, 545.00 feet to a point, said point being the place of beginning; thence South 23 degrees 37 minutes 44 seconds West along fence line 89.60 feet to a fence corner; thence North 65 degrees 58 minutes 44 seconds West along fence line 146.30 feet to a fence corner; thence North 22 degrees 24 minutes 59 seconds East along fence line 169.29 feet to a fence corner; thence South 64 degrees 09 minutes 25 seconds East along a fence line 150.00 feet to a point on the Northwesterly right of way of Beach Boulevard; thence South 32 degrees 37

minutes 44 seconds West along the Northwesterly right of way of Beach Boulevard and a fence line 75 feet to the place of beginning. Containing 24,703 square feet of land, more or less. LESS AND EXCEPT that portion previously conveyed to Norman Du'Rapau on September 2, 1971, and recorded in Book W-9, Page 271, Deed Records of Hancock County, Mississippi.

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

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

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

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

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

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

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

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

QUITCLAIM DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) cash in hand paid, pursuant to the terms of the June 3, 2013 Decree of Divorce entered in the 8th Judicial District Court, State of Nevada, Case No. D-09-411537-D, the receipt and sufficiency of all of which is hereby acknowledged, **DYNASTY LIMITED**, Grantor, does hereby quitclaim and convey unto **ERIC L. NELSON TRUSTEE OF ERIC L. NELSON NEVADA TRUST u/a/d 5-30-01** Grantee, any and all interest that it may hold in the following described real property situated in the Hancock County, Mississippi, and being more particularly described as follows:

[SEE EXHIBIT "A" ATTACHED]

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

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

Witness my signature, this the ____ day of _____, 2015.

DYNASTY LIMITED

By: Eric L. Nelson
Title: _____

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the
aforesaid County and State, on this _____ day of _____, 2015, within my jurisdiction,
the within named **Eric L. Nelson**, who acknowledged that he is _____ of
Dynasty Limited, and that for and on behalf of said corporation, and as its act and deed, he
executed the above instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

Commencing at the intersection of the North right of way of Lakeshore Road with the Northwesterly right of way of Beach Boulevard; thence North 23 degrees 37 minutes 44 seconds along the Northwesterly right of way of Beach Boulevard, 545.00 feet to a point, said point being the place of beginning; thence South 23 degrees 37 minutes 44 seconds West along fence line 89.60 feet to a fence corner; thence North 65 degrees 58 minutes 44 seconds West along fence line 146.30 feet to a fence corner; thence North 22 degrees 24 minutes 59 seconds East along fence line 169.29 feet to a fence corner; thence South 64 degrees 09 minutes 25 seconds East along a fence line 150.00 feet to a point on the Northwesterly right of way of Beach Boulevard; thence South 32 degrees 37 minutes 44 seconds West along the Northwesterly right of way of Beach Boulevard and a fence line 75 feet to the place of beginning. Containing

24,703 square feet of land, more or less. LESS AND EXCEPT that portion previously conveyed to Norman Du'Rapau on September 2, 1971, and recorded in Book W-9, Page 271, Deed Records of Hancock County, Mississippi.

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

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

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

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

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

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

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

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

QUITCLAIM DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) cash in hand paid, pursuant to the terms of the June 3, 2013 Decree of Divorce entered in the 8th Judicial District Court, State of Nevada, Case No. D-09-411537-D, the receipt and sufficiency of all of which is hereby acknowledged, **ERIC L. NELSON NEVADA TRUST u/a/d 5/30/01**, Grantor, does hereby quitclaim and convey unto **LSN NEVADA TRUST u/a/d 5/30/01**, Grantee, any and all interest that it may hold in the following described real property situated in the Hancock County, Mississippi, and being more particularly described as follows:

[SEE EXHIBIT "A" ATTACHED]

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

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

Witness my signature, this the ____ day of _____, 2015.

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

By: Eric L. Nelson
Title: _____

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the
aforesaid County and State, on this _____ day of _____, 2015, within my
jurisdiction, the within named **Eric L. Nelson**, who acknowledged that he is
_____ of the **Eric L. Nelson Nevada Trust u/a/d 5/30/01**, and in said
representative capacity in executed the above instrument, after first having been duly authorized
so to do.

NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"

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

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

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

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

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

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

Commencing at the intersection of the North right of way of Lakeshore Road with the Northwesterly right of way of Beach Boulevard; thence North 23 degrees 37 minutes 44 seconds along the Northwesterly right of way of Beach Boulevard, 545.00 feet to a point, said point being the place of beginning; thence South 23 degrees 37 minutes 44 seconds West along fence line 89.60 feet to a fence corner; thence North 65 degrees 58 minutes 44 seconds West along fence line 146.30 feet to a fence corner; thence North 22 degrees 24 minutes 59 seconds East along fence line 169.29 feet to a fence corner; thence South 64 degrees 09 minutes 25 seconds East along a fence line 150.00 feet to a point on the Northwesterly right of way of Beach

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

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

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

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

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

8 DISTRICT COURT
FAMILY DIVISION

9 CLARK COUNTY, NEVADA

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

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

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

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

RECEIPT OF COPY

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

22 Counterclaimant and Crossclaimant,
23 v.

24 LYNITA SUE NELSON and ERIC
NELSON,

25 Purported Cross-Defendant and
26 Counterdefendant,

27
28

1 LYNITA SUE NELSON,

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

4 v.

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

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

16 RECEIPT OF COPY

17 RECEIPT OF COPY of CORRESPONDENCE DATED JUNE 18, 2015 is
18 acknowledged this 18th day of June 2015 at 3 : 20 p.m.

19 SOLOMON DWIGGINS & FREER, LTD.

20 By: Jeffrey P. Luszeck

21 JEFFREY P. LUSZECK, ESQ.

22 MARK A. SOLOMON, ESQ.

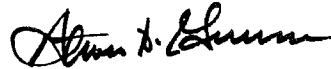
23 9060 W. Cheyenne Avenue

24 Las Vegas, Nevada 89129

25 Attorneys for Distribution Trustee of the ELN Trust
26
27
28

EXHIBIT 5

EXHIBIT 5



CLERK OF THE COURT

0001
THE DICKERSON LAW GROUP
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
1745 Village Center Circle
Las Vegas, Nevada 89134
Telephone: (702) 388-8600
Facsimile: (702) 388-0210
Email: info@dickersonlawgroup.com
Attorneys for LYNITA SUE NELSON

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC L. NELSON,

Plaintiff/Counterdefendant,
v.

LYNITA SUE NELSON,

Defendant/Counterclaimant.

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

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

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

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

Counterclaimant and Crossclaimant,

v.

LYNITA SUE NELSON and ERIC
NELSON,

Purported Cross-Defendant and
Counterdefendant,

...

1 LYNITA SUE NELSON,

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

4 v.

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

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

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

23 **DEFENDANT'S MOTION TO ENFORCE THE JUNE 3, 2013 DECREE OF**
24 **DIVORCE, ADDRESS ISSUES RELATING TO PROPERTY AWARDED TO**
25 **DEFENDANT IN THE DIVORCE, AND FOR RELATED RELIEF**

26 COMES NOW Defendant, LYNITA SUE NELSON ("Lynita"), by and through
27 her attorneys, ROBERT P. DICKERSON, ESQ., and JOSEF M. KARACSONYI, ESQ.,
28 of THE DICKERSON LAW GROUP, and submits the following Memorandum of
Points and Authorities in support of her Defendant's Motion to Enforce the June 3,
2013 Decree of Divorce, Address Issues Relating to Property Awarded to Defendant in
the Divorce, and for Related Relief ("Motion").

Specifically, Lynita requests the Court:

1) For a ruling addressing the September 4, 2014 Accounting/Banone
Properties issues addressed herein, as follows:

...

1 a) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the
2 sum of \$500, as compensation for the security deposit for the Concord Village property
3 which was wrongfully returned to the vacating tenant;

4 b) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the
5 sum of \$78,000 (plus statutory judgment interest from June 3, 2013) as compensation
6 for Eric's release of the debt owed under the JB Ramos Note which was awarded to
7 Lynita by the June 3, 2013 Decree of Divorce, with a due date certain for this payment;

8 c) For an Order requiring Eric, and the ELN Trust, to provide Lynita
9 with a copy of the original Promissory Note and Deed of Trust securing the property
10 located at 2209 Farmouth Circle;

11 d) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the
12 sum of \$8,816.55 which is the amount collected by Banone, LLC between June 1, 2013
13 and September 30, 2014, under the Promissory Note and Deed of Trust securing the
14 property located at 2209 Farmouth Circle;

15 e) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the
16 sum of \$63,000 (plus statutory judgment interest from June 3, 2013)¹ as compensation
17 for the sale of the property located at 5704 Roseridge Avenue;

18 f) For an Order finding that Eric and the ELN Trust's deduction of
19 \$65,000 in "Management Fees" from the Gross Profits received by Banone, LLC is an
20 invalid deduction and Ordering the same be deleted from the September 4, 2014
21 Accounting, with this \$65,000 being recaptured in the actual Net Income received for
22 the Banone Properties addressed below;

23 g) For an Order finding that Eric and the ELN Trust's deduction of
24 "50% of Wages Expense - Administrative" from the Gross Profits received by Banone,
25 LLC is an invalid deduction and Ordering the same be deleted from the September 4,

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1 The Court's July 22, 2013 Order required payment of \$63,000 to Lynita by 5:00 p.m. on July 31, 2013
28 to compensate her for her interest in the Roseridge Avenue property which was awarded to her as part of
the award of the Banone Properties by the June 3, 2013 Decree of Divorce.

1 2014 Accounting, with such sums being recaptured in the actual Net Income received
2 for the Banone Properties addressed below;

3 h) For an Order finding that Eric and the ELN Trust's deduction of
4 "50% of Wages Expense - Maintenance" from the Gross Profits received by Banone, LLC
5 is an invalid deduction and Ordering the same be deleted from the September 4, 2014
6 Accounting, with such sums being recaptured in the actual Net Income received for the
7 Banone Properties addressed below;

8 i) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the
9 sum of \$111,858.35 (plus statutory judgment interest from June 3, 2013) for the actual
10 Net Income received for the Banone Properties, and setting a due date certain for such
11 payment;

12 j) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the
13 sum of \$800 per month for the duration of the Heather Ridge lease agreement to
14 compensate Lynita for Eric's decision to rent the property to his nephew for less than
15 market value rent, and setting a due date certain for each such payment; and

16 k) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the
17 sum of \$2,700 to compensate Lynita for Eric's decision to allow his niece to occupy the
18 Rusty Ridge property without payment of rent, and setting a due date certain for such
19 payment.

20 2) For a ruling addressing the Lindell Property Accounting Issues, as follows:

21 a) For an Order finding that Eric and the ELN Trust's deduction of any
22 sum for "Carli/Garett Health Insurance Premium" from his 2010, 2011, 2012, 2013, and
23 2014 accountings is an invalid deduction and that the same be deleted from the
24 accountings;

25 b) For an Order finding that Eric and the ELN Trust's deduction of any
26 sum for "Health/Dental Insurance Lynita Portion" from his 2010, 2011, 2012, and
27 January through June 2013 accountings is an invalid deduction and that the same be
28 deleted from the accountings;

1 c) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the
2 sum of at least \$41,843.89, as and for the remainder of the Lindell Property income
3 which is due and owing to Lynita for following consideration and revision of all
4 accountings (plus statutory judgment interest from June 3, 2013), and setting a due date
5 certain for such payment;

6 d) For an Order confirming that neither Lynita nor Eric has any court
7 ordered financial obligations for Garrett Nelson and that any future attempt by Eric or
8 the ELN Trust to deduct or offset any amount owed by Eric and/or the ELN Trust to
9 Lynita shall be deemed an improper deduction, removed from any accounting, and will
10 subject Eric and/or the ELN Trust to the penalties of contempt for willful violation of
11 this Court's orders;

12 e) For an Order confirming that Eric and the ELN Trust's continuous
13 use and occupancy of the Lindell Property requires payment of rental income to the
14 Lindell Property and establishing fair market rent at \$3,200 per month, beginning May
15 6, 2009²;

16 f) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the
17 sum of \$67,200 (plus statutory judgment interest from June 3, 2013), to compensate
18 Lynita for Eric and the ELN Trust's continuous use and occupancy of the Lindell
19 Property from May 6, 2009 through June 30, 2013, and setting a due date certain for
20 such payment;

21 g) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the
22 sum of \$51,200, to compensate Lynita for Eric and the ELN Trust's continuous use
23 and occupancy of the Lindell Property from July 1, 2013 through October 30, 2014, and
24 setting a due date certain for such payment;

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28 ² Eric filed his Complaint for Divorce on May 6, 2009.

1 h) For an Order requiring Eric, the ELN Trust, and all associated
2 business entities, to vacate the Lindell Property within seven (7) days of hearing of this
3 Motion;

4 i) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the
5 sum of \$375 as compensation for the cost of removing the metal gate which Eric had
6 installed at the Lindell Property without authority; and

7 j) For an Order requiring Eric, and the ELN Trust, to provide Lynita
8 with the information necessary to properly manage the Banone Properties and Lindell
9 Property as requested in counsel's July 21, 2014 letter.

10 3) For a ruling addressing the Arnold Property Issues, as follows:

11 a) For an Order requiring Eric, and the ELN Trust, to provide an
12 accounting for the period May 6, 2009 through October 30, 2014³ for all income
13 received and attributable to the property located at 830 Arnold Avenue, Greenville,
14 Mississippi and all actual, documented, expenses incurred during such time period
15 within thirty (30) days of the hearing on this Motion; and

16 b) For an Order requiring Eric, and the ELN Trust, to pay to Lynita all
17 income received and attributable to the property located at 830 Arnold Avenue,
18 Greenville, Mississippi during the period May 6, 2009 through October 30, 2014 (plus
19 statutory judgment interest from May 6, 2009), less all actual, documented expenses,
20 and setting a due date certain for such payment.

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27 3 On October 16, 2014 Eric provided an accounting for the time period June 3, 2010 through September
28 30, 2014 for the Arnold Property. While this accounting indicates the property has generated income, no
 such income has been paid to Lynita.

- 1 4) For a ruling addressing the Russell Road⁴ Issues, as follows:
- 2 a) For an Order requiring Eric, and the ELN Trust, to provide Lynita's
- 3 counsel with a copy of all documents relating to the Russell Road investment so as to
- 4 allow Lynita's counsel the ability to prepare the necessary assignment(s) or other
- 5 documents to secure Lynita's 1/3 interest in the Russell Road investment;
- 6 b) For an Order requiring Eric, and the ELN Trust, to execute all
- 7 assignment(s) or other documents necessary to secure Lynita's 1/3 interest in the Russell
- 8 Road investment within 48 hours of presentation;
- 9 c) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the
- 10 sum of \$26,694.40 which is 1/3 of the income attributable to the Russell Road
- 11 investment for the period of time from June 3, 2013 through June 30, 2014 (plus
- 12 statutory judgment interest from June 3, 2013), and setting a due date certain for such
- 13 payment; and
- 14 d) For an Order requiring Eric, and the ELN Trust, to account for and
- 15 pay to Lynita 1/3 of the income attributable to the Russell Road investment for the
- 16 period of time from July 1, 2014 through present (plus statutory judgment interest from
- 17 July 1, 2014), and to thereafter pay on an ongoing monthly basis 1/3 of all income
- 18 received by Eric, and the ELN Trust, which is attributable to the Russell Road
- 19 investment, and setting a due date certain for such payments.

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28 4 As used throughout this Motion, reference to Russell Road or the Russell Road investment pertains to the property located at 5220 E. Russell Road, Las Vegas.

- 1 5) For an Order addressing the Mississippi RV Park⁵ issues, namely:
- 2 a) For an Order requiring Eric, and the ELN Trust, to provide Lynita
- 3 with a copy of the original Lease Agreement between Silver Slipper Casino and Bay
- 4 Resorts, LLC⁶ for the use of the Mississippi RV Park;
- 5 b) For an Order requiring Eric, and the ELN Trust, to provide an
- 6 accounting for the period May 6, 2009 through October 30, 2014 for all income received
- 7 and attributable to the Mississippi RV Park and all actual, documented expenses within
- 8 thirty (30) days;
- 9 c) For an Order requiring Eric, and the ELN Trust, to pay to Lynita all
- 10 income received and attributable to the Mississippi RV Park during the period May 6,
- 11 2009 through October 30, 2014 (plus statutory judgment interest from May 6, 2009),
- 12 less all actual, documented expenses, and setting a due date certain for such payment;
- 13 d) For an Order authorizing the service of a Subpoena Duces Tecum
- 14 upon Full House Resorts, Inc. (current owner of the Silver Slipper Casino) for
- 15 production of all contractual agreements concerning the Mississippi RV Park and
- 16 payments made by such entity to Eric and/or the ELN Trust, and/or any related business
- 17 entity, for use of the Mississippi RV Park.
- 18 6) For an Order addressing the Mississippi Property Transfer issues, namely,
- 19 requiring Eric, and the ELN Trust, to execute the four (4) Quitclaim Deeds which are
- 20 required to transfer the Mississippi Properties to Lynita.
- 21 7) For a ruling addressing the Wyoming Property issues, as follows:
- 22 a) For an Order requiring Eric, and the ELN Trust, to provide Lynita
- 23 with all contracts entered into between Eric, the ELN Trust, and/or any related business

24 5 As used throughout this Motion, reference to the Mississippi RV Park pertains to the 2.446 acres of

25 improved land located at S. Beach Boulevard, Waveland, Mississippi for which a formal appraisal was

26 conducted during this proceeding.

27 6 It is assumed this lease is between the Silver Slipper Casino and Bay Resorts, LLC from communications

28 with Full House Resorts, Inc., the present owner of the Silver Slipper Casino. However, this request

pertains to any lease entered into between the Silver Slipper Casino and any business entity associated

with Eric and/or the ELN Trust pertaining to the Mississippi RV Park.

1 entity, and any third party, including but not limited to Brandon C. Roberts, concerning
2 grazing rights to Lynita's Wyoming Property⁷ (200 acres);

3 b) For an Order requiring Eric, both personally and in his capacity as
4 Investment Trustee of the ELN Trust, to provide an accounting for the period May 6,
5 2009 through October 30, 2014 for all income received and attributable to her
6 Wyoming Property (200 acres);

7 c) For an Order requiring Eric, and the ELN Trust, to pay to Lynita all
8 income received and attributable to her Wyoming Property during the period May 6,
9 2009 through October 30, 2014 (plus statutory judgment interest from May 6, 2009),
10 less all actual, documented expenses, and setting a due date certain for such payment;

11 8) For a ruling on the amount of attorneys fees to be awarded to Lynita
12 associated with the June 16, 2014 finding by the Court that Eric was guilty of contempt
13 and fees would be awarded to Lynita, the same of which was taken under advisement,
14 but for which no decision has ever issued; and

15 9) For such further relief as deemed appropriate in this case, inclusive of an
16 award of attorneys fees and costs.

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27 7 As used throughout this Motion, reference to Wyoming Property or Lynita's Wyoming Property
28 pertains to the +/- 202.50 acres of agricultural/residential land located in Uinta County, Wyoming for
which a formal appraisal was conducted during this proceeding.

1 This Motion is made and based upon the records, files and pleadings on file
2 herein, including the Court's June 3, 2013 Decree of Divorce, the Points and Authorities
3 submitted herewith, the documents attached hereto, and such other and further evidence
4 as may be adduced at the hearing of this matter.

5 DATED this 13th day of November, 2014.

6 THE DICKERSON LAW GROUP

7 By 

8 ROBERT P. DICKERSON, ESQ.

9 Nevada Bar No. 000945

10 KATHERINE L. PROVOST, ESQ.

11 Nevada Bar No. 008414

12 1745 Village Center Circle

13 Las Vegas, Nevada 89134

14 Attorneys for LYNITA SUE NELSON

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PLEASE TAKE NOTICE that the undersigned will bring the foregoing DEFENDANT'S MOTION TO ENFORCE THE JUNE 3, 2013 DECREE OF DIVORCE, ADDRESS ISSUES RELATING TO PROPERTY AWARDED TO DEFENDANT IN THE DIVORCE, AND FOR RELATED RELIEF on for hearing before the above-entitled Court, on the 8th day of December, 2014, at the hour of 2:00 ~~a.m.~~/p.m., or as soon thereafter as counsel may be heard.

THE DICKERSON LAW GROUP

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

MEMORANDUM OF POINTS AND AUTHORITIES

I. CASE HISTORY

On June 3, 2013, this Court issued its Decree of Divorce ("Decree"), which contained extensive and detailed findings and Court Orders. The Decree adjudicated the parties' respective rights in all of the property at issue in this action, save and except for the parties' respective interests in Dynasty Development Management, LLC, and the real property and race track located at 10180 State Highway 89 North, Uinta County, Wyoming 82930 (collectively "Wyoming Downs"), which was adjudicated by this Court in its Order Determining Disposition of Dynasty Development Management, Inc. aka Wyoming Downs entered on September 18, 2014.

The Decree awarded to Lynita the assets already held in the LSN Nevada Trust, 100% of the Lindell Property ("Lindell Property"), the Banone LLC Nevada rental properties ("Banone Properties"), the JB Ramos Note receivable ("JB Ramos Note"), 1/3 of the Russell Road investment ("Russell Road Investment"), and certain parcels of Mississippi property ("Mississippi Property"). The Decree further awarded Lynita a discounted "lump sum spousal support award in the amount of \$800,000, and 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 was to be remitted within 30 days of the date of [the] Decree."

Following entry the Decree, Eric, through the ELN Trust, chose to challenge the Decree by filing two Applications for Writ of Prohibition ("Writs") with the Nevada Supreme Court. In addition to the Writs, Eric, and the ELN Trust, sought a temporary stay of those portions of the Decree which required the transfer of property and assets to Lynita, pending a decision on the Writs.

On July 22, 2013, this Court confirmed its property division in the Decree and again ordered the transfer of the Mississippi Property, Lindell Property, and the Banone Properties to Lynita, absent entry of a stay by the Nevada Supreme Court.

1 On July 30, 2013, the Nevada Supreme Court granted the ELN Trust's request
2 for a temporary stay of the property transfers set forth in the Decree.

3 On September 4, 2013, this Court, entered an Order enjoining Eric and the ELN
4 Trust from disposing of any of the property awarded to Lynita by the Decree. This
5 injunctive relief was required to protect such assets during the Supreme Court's
6 temporary stay of the property transfers set forth in the Decree, and was intended to
7 protect Lynita's interest in the assets awarded to her by the Decree. The Court's Order
8 provided as follows:

9 IT IS FURTHER ORDERED that the ELN Trust is enjoined from, and
10 shall not, encumber, sell, dispose of, liquidate, pledge as security, or make
11 any other disposition of the following assets awarded to Lynita, in whole
or in part, in the Court's Decree of Divorce until further Order of the
Court:

12 (1) the promissory notes on the property located at 5220 E.
13 Russell Road, Las Vegas, Nevada 89122 (commonly referred to during
these proceedings as the "Russell Road Property");

14 (2) the JB Ramos Trust Note;

15 (3) the Grotta 16.67% interest;

16 (4) the Emerald Bay Mississippi property;

17 (5) all Mississippi Properties awarded to Lynita in the Decree of
18 Divorce, including, but not necessarily limited to, the properties described
in Exhibit 1, attached hereto;

19 (6) the "Lindell Property" located at 3611 S. Lindell Road, Las
20 Vegas, Nevada 89103;

21 (7) Banone, LLC, and the rental properties owned by Banone,
22 LLC and awarded to Lynita in the Decree of Divorce; and

23 (8) any and all other property held by the ELN Trust not
specifically referenced above which was awarded to Lynita in the Decree
of Divorce.

24 If the ELN Trust has "leveraged" any of the aforementioned properties
25 since the entry of the Decree of Divorce as stated by its Investment
26 Trustee, Eric, in Open Court, it is ORDERED to immediately take steps
to remove or undo any such "leveraging" or encumbrances, and to ensure
that title to said properties is clean and clear.

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1 On May 23, 2014, the Nevada Supreme Court entered Orders Denying
2 Petitions for Writs of Prohibition, denying both Writs filed by the ELN Trust.
3 These Orders further vacated all temporary stays of the Decree.

4 On June 4, 2014, this Court again ordered the transfer of the Lindell Property and
5 Banone Properties to the LSN Nevada Trust. The Order from the June 4, 2014 hearing
6 was entered by this Court on September 19, 2014, and states (in pertinent part) as
7 follows:

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

14 ...

15 THE COURT FURTHER FINDS that the LSN Trust is entitled to any
16 income it should have received from the properties awarded to the LSN
17 Trust in the Decree from the date of divorce to present date. Lynita and
18 the LSN Trust are not waiving any claim to prejudgment or postjudgment
19 interest they may have on any sums they are entitled to under the Decree.

20 THE COURT FURTHER FINDS that it is not inclined to stay these
21 proceedings as this matter has been pending since 2009. Lynita should
22 receive the income from the properties awarded to her or the LSN Trust
23 at this time, and the Banone and Lindell properties shall be transferred to
24 the LSN Trust at this time so she can manage same and receive the rental
25 payments from same. Eric has had control of such properties for the past
26 year while the petitions for writ of prohibition were pending before the
27 Nevada Supreme Court. Although the Banone and Lindell properties are
28 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.

...

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.

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

4 ...

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

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

20 Since July 1, 2014, Lynita has been managing and collecting the income
21 associated with the Banone Properties and the Lindell Property.

22 On September 4, 2014, Lynita received (from Eric) an accounting of the Lindell
23 Property, Banone Properties, JB Ramos Note, and Russell Road Investment. The
24 September 4, 2014 accounting reveals that Eric continues to engage in his desire to play
25 games with this Court's Orders. Rather than pay to Lynita what is rightfully hers, Eric
26 has offset the amounts due to Lynita with his creative, but inaccurate claims that Lynita
27 owes him certain sums. There has been no Order entered at any time in this proceeding
28 which authorizes Eric and/or the ELN Trust to offset what Eric believes is owed to him
from Lynita against the income generated by the Lindell Property, or any other asset
which was awarded to Lynita by the Decree, which should be generating income for
Lynita. Eric's efforts to keep Lynita from the benefits of the Decree should not be
tolerated and if Eric and the ELN Trust will not willingly comply with the Decree this
Court must Order that Eric and the ELN Trust do so.

This Court's repeated findings from various hearings make clear that it is this
Court's intent for the property division set forth in the Decree to occur. Yet, Eric and
the ELN Trust continue to take positions in this litigation which are unreasonable and

1 which serve to continue to delay Lynita's ability to receive that which is due to her
2 under the terms of the Decree. Specifically, the ELN Trust's latest position is that the
3 June 4, 2014 Order containing this Court's injunction prohibits its compliance with the
4 terms of the June 3, 2013 Decree of Divorce.

5 In support of your request that the ELN Trust execute the
6 Quitclaim Deeds for certain Mississippi property you rely upon an
7 Order from the July 22, 2013, hearing. However, you ignore the fact
8 that the July 22, 2013, Order has been superseded by Judge Sullivan's
9 Order from June 4, 2014, hearing which makes it clear that he was not
inclined to dissolve or modify the injunctions previously issued except as
specifically set forth in the June 4, 2014, Order. Since the properties
referenced in the Quitclaim Deeds were not specifically addressed in the
June 4, 2014, Order, the injunctions over such properties remain in
place. Consequently, your request violates the June 4, 2014, Order.

10 We believe the same rationale applies to your September 8
11 correspondence wherein you demand payments stemming from the
12 Farmouth Circle and Roseridge Avenue properties. The June 4, 2014,
13 Order makes it clear that the LSN Trust is entitled to the income going
14 forward; however, it appears that all past income payments are enjoined at
15 this time. Further, you seem to forget that the ELN Trust has already
16 made a lump sum payment in the amount of \$240,000 to Lynita and/or
the LSN Trust in June 2014, which constituted the alimony and rental
income from June 2013 through June 2014. Consequently, your demand
for an additional \$8,816.55 is inappropriate as it essentially seeks to
double dip the Court's award. We also believe that the payment of the
proceeds from the sale of the Roseridge property is also enjoined.

17 Notwithstanding the forgoing the ELN Trust is agreeable to execute
18 transfer documents for the Promissory Note and Deed of Trust for
19 Farmouth Circle once received from your office; however, it does not agree
to make any additional payments to you for the Farmouth Circle or
Roseridge Avenue property pending further order of the Court.

20 Lynita and her counsel have attempted to resolve the issues outlined in this
21 Motion through correspondence with Ms. Forsberg and Mr. Luszeck. Ms. Forsberg has
22 never responded to any communication on Eric's behalf. Mr. Luszeck's response makes
23 clear that the position of the ELN Trust is to continue to avoid transfers to Lynita of her
24 Court Ordered property due under the terms of the June 3, 2013 Decree of Divorce at
25 all costs. In fact, their position that Lynita should not receive the income generated by
26 her assets because the ELN Trust made a lump sum payment in the amount of \$240,000
27 to Lynita and/or the LSN Trust in June 2014 is offensive, in light of the reality that
28 Lynita should have received and should be benefitting from all income attributable to

1 her assets since June 3, 2014 plus an \$800,000 lump sum alimony payment that should
2 have been paid to her 30 days after the entry of the Decree (July 3, 2013)!

3 As a result of Eric's lack of response and the position which has been expressed
4 by the ELN Trust, Lynita has been required to seek this Court's assistance to finally
5 obtain that which is due to her under the terms of the June 3, 2013 Decree. It is not
6 equitable or appropriate that Eric has received the full benefit of the Decree while Lynita
7 continues to have to scratch and claw to get what is due to her.

8 II. LEGAL ARGUMENT

9 A. The Court Should Enter Any Necessary Order(s) To Enforce The Property 10 Division Set Forth In The Decree Of Divorce, And To Prevent Eric From 11 Benefitting From His Own Improper Actions

12 Nevada Revised Statutes, Section 125.240 (2014), provides:

13 NRS 125.240 Enforcement of judgment and orders: Remedies. The final
14 judgment and any order made before or after judgment may be
15 enforced by the court by such order as it deems necessary. A receiver
16 may be appointed, security may be required, execution may issue, real or
17 personal property of either spouse may be sold as under execution in other
18 cases, and disobedience of any order may be punished as a contempt.

19 (Emphasis added)

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

23 This Court entered its lengthy Decree of Divorce on June 3, 2013. Though more
24 than a year has passed since the entry of the Decree, the position taken by Eric and the
25 ELN Trust is that Lynita still should not receive the assets and income due to her under
26 the terms of the Decree. The ELN Trust makes clear in its September 19, 2014 letter
27 that its belief is that this Court has enjoined all property transfers (and the resulting
28 income which may flow from the transferred property) stated in the June 3, 2013 Decree
of Divorce, "except as specifically set forth in the June 4, 2014 Order." This argument
is untenable as the sole reason for the June 4, 2014 injunction entered against the Eric
and the ELN Trust's transfer of property was to protect Lynita's property interests. This

1 Court is now requested to issue clear Orders ensuring the property division in the June
2 3, 2013 occurs without further delay.

3 1. The September 4, 2014 Accounting/Banone Properties Issues

4 On September 4, 2014 Eric emailed, directly to Lynita, the accounting attached
5 to this Motion as **EXHIBIT A**.

6 a. Concord Village Security Deposit – The September 4, 2014
7 Accounting confirms that the property located at 4601 Concord Village Drive, Las
8 Vegas, Nevada (“Concord Village”) is presently vacant and no security deposit is being
9 held for that property. Lynita has been informed by Lance Liu (Eric’s nephew and
10 purported manager of the Banone Properties) that the tenant moved out on the “1st/2nd
11 of July” of 2014. Mr. Liu confirmed that “no one did a move out walk through” for the
12 property and that “usually I am suppose to go through the house after they move to
13 assess any damages and the office and I would determine how much of the deposit they
14 would get back”. **EXHIBIT B**. Upon information and belief, the vacating tenant
15 received their entire \$500 security deposit back from Eric (or one of his employees),
16 despite the Concord Village property being in need of significant repair and despite the
17 fact that Eric did not have any authority to do so. Photographs of the disastrous
18 condition of the Concord Village property at the time Lynita took possession of the
19 same in late July 2014 are attached as **EXHIBIT C**.

20 Lynita has incurred \$14,679.01 in expenses to repair the Concord Village
21 property. **EXHIBIT D**. As the condition of the Concord Village property did not
22 warrant return of the \$500 security deposit, yet Eric chose to permit return of the
23 security deposit anyway, Lynita respectfully requests that this Court order Eric, and the
24 ELN Trust, to pay to Lynita \$500, with a date certain for delivery of this payment.

25 b. JB Ramos Note – The September 4, 2014 accounting indicates that
26 the JB Ramos Note receivable which was secured by the property located at 436 Europa
27 Way has been “*paid in full*”. Yet, Eric provides no accounting of the monthly payments
28 received under this Note between June 3, 2013 and September 4, 2014 or any

1 documentation of when or how the \$78,000 principal balance due under this Note was
2 allegedly satisfied. Lynita was awarded the JB Ramos Note with a value of \$78,000 by
3 the Decree.

4 As Lynita would not receive an equal division of property without receiving the
5 \$78,000 value of the JB Ramos Note (plus all accrued interest) Lynita requests this
6 Court order Eric, and the ELN Trust, to pay to Lynita the sum of \$78,000 (plus
7 statutory judgment interest from June 3, 2013) as compensation for the JB Ramos Note,
8 with a due date certain for this required payment.

9 c. 2209 Farmouth Circle Note/5704 Roseridge Avenue Payment – On
10 July 22, 2013 this Court heard Lynita's Motion to Alter and Amend the June 3, 2013
11 Decree of Divorce. Amongst the requests made to the Court at that hearing, Lynita
12 requested that this Court address the Banone Properties located at 2209 Farmouth
13 Circle (which was sold by Eric for \$88,166 to Wendell and Laretta McGowan, the
14 parents of Rochelle McGowan, one of Eric's employees) and 5704 Roseridge Avenue
15 (which was sold by Eric for \$63,000 on or about January 23, 2012 to Keith Little, one
16 of Eric's employees), during the pendency of this case, but which were not removed from
17 Eric's list of Banone, LLC properties which was provided to Larry Bertsch, resulting in
18 these properties being included in Mr. Bertsch's \$1,184,236 value for Banone, LLC.

19 To ensure the \$1,184,236 in Banone Properties awarded to Lynita was not an
20 illusory award, Lynita requested this Court award Lynita an additional \$151,166 in cash
21 or other assets. In response to Lynita's request, this Court ordered the following:

22 THE COURT FURTHER FINDS that having listened to the arguments of
23 counsel concerning the sale of two (2) Banone, LLC properties, which was
24 completed by Banone, LLC through Eric Nelson, Manager, during the
25 course of the divorce proceedings, including the ELN Trust's proposal that
26 Lynita receive, and Banone, LLC transfer, the Promissory Note and Deed
27 of Trust securing the property located at 2209 Farmouth Circle to the LSN
28 Trust to resolve the issue concerning said property as set forth in Lynita's
Motion, and Eric's representation that the \$88,166 Promissory Note and
associated Deed of Trust is a performing note with monthly interest only
payments required to be made by the borrower at 8% interest and the full
balance of the Note due in December 2015, the Court will require the
transfer of the Promissory Note and Deed of Trust securing the property
located at 2209 Farmouth Circle to the LSN Trust. Additionally, the

1 Court will require a one (1) time cash payment of \$63,000 from Eric
2 Nelson to Lynita as compensation for the sale of the Banone, LLC property
3 located at 5704 Roseridge Avenue on or before 5:00 p.m. on July 31, 2013
4 absent the entry of a stay of this transfer by the Nevada Supreme Court.

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

12 IT IS FURTHER ORDERED that Eric Nelson shall pay to Lynita as
13 compensation for the sale of the Banone, LLC property located at 5704
14 Roseridge Avenue, the sum of \$63,000 on or before 5:00 p.m. on July 31,
15 2013 absent the entry of a stay by the Nevada Supreme Court.

16 The Order from the July 22, 2013 hearing was entered on September 18, 2014.
17 Neither the ELN Trust nor Eric have ever requested or obtained a stay of this Order.
18 Yet, to date, Lynita has not received either the \$63,000 payment ordered to compensate
19 her for Eric's sale of the Roseridge Avenue property, nor the \$8,816.55 in payments
20 received by Eric under the terms of the Promissory Note and Deed of Trust securing the
21 property located at 2209 Farmouth Circle from June 3, 2013 through September 30,
22 2014.

23 On September 8, 2014, Lynita's counsel sent a letter to Ms. Forsberg and Mr.
24 Luszeck regarding these issues. Ms. Forsberg did not respond in any manner to this
25 correspondence. On September 19, 2014, Mr. Luszeck responded, indicating:

26 We believe the same rationale applies to your September 8
27 correspondence wherein you demand payments stemming from the
28 Farmouth Circle and Roseridge Avenue properties. The June 4, 2014,
Order makes it clear that the LSN Trust is entitled to the income going
forward; however, it appears that all past income payments are enjoined at
this time. Further, you seem to forget that the ELN Trust has already
made a lump sum payment in the amount of \$240,000 to Lynita and/or
the LSN Trust in June 2014, which constituted the alimony and rental
income from June 2013 through June 2014. Consequently, your demand
for an additional \$8,816.55 is inappropriate as it essentially seeks to
double dip the Court's award. We also believe that the payment of the
proceeds from the sale of the Roseridge property is also enjoined.

Notwithstanding the forgoing the ELN Trust is agreeable to execute
transfer documents for the Promissory Note and Deed of Trust for
Farmouth Circle once received from your office; however, it does not agree

1 to make any additional payments to you for the Farmouth Circle or
2 Roseridge Avenue property pending further order of the Court.

3 To date, neither Lynita nor her counsel have ever been provided with a copy of
4 Promissory Note and Deed of Trust securing the property located at 2209 Farmouth
5 Circle. To allow Lynita's counsel to prepare the transfer documents associated with the
6 Farmouth Circle Note, Lynita requests this Court order Eric, and the ELN Trust, to
7 provide Lynita with a copy of the Promissory Note and Deed of Trust securing the
8 property located at 2209 Farmouth Circle within 48 hours of the hearing of this Motion.

9 Lynita further requests this Court Order Eric, and the ELN Trust, to pay to Lynita
10 the \$8,816.55 collected by Banone, LLC under the Farmouth Circle Note as indicated
11 by the September 4, 2014 Accounting, with a date certain for this payment. Lynita has
12 received payment directly from Wendell and Laurretta McGowan in the amount of
13 \$587.77 per month for the monthly payments due under the terms of the Note for the
14 months of October, November, and December 2014.

15 Lynita further requests this Court Order Eric, and the ELN Trust, to pay to Lynita
16 the \$63,000 Court Ordered payment to compensate her for Eric's sale of the Roseridge
17 Avenue property (plus statutory interest from June 3, 2013), with a date certain for this
18 payment.

19 The ELN Trust's argument that Lynita is not entitled to receive the payments due
20 to her under the Farmouth Circle Note and for Eric's sale of the Roseridge Avenue
21 property because they made a \$240,000 alimony payment to her in June 2014 must be
22 disregarded. Lynita was awarded \$800,000 in lump sum alimony by the Decree, to be
23 paid within 30 days (by July 3, 2013). Not only has Lynita not received this lump sum
24 alimony payment and is being damaged by her inability to invest and gain income from
25 this sum, but now the ELN Trust seeks to reduce Lynita's award under the terms of the
26 Decree by lumping her property interests in with her alimony. Lynita is due all income
27 generated by the property awarded to her by the Decree *plus* the full lump sum alimony
28 award (and statutory judgment interest thereon).

1 d. \$65,000 Management Fee Deduction – The September 4, 2014
2 accounting includes Eric's deduction of \$65,000 in Management Fees (\$5,000 per
3 month) from the gross profits received by Eric from the Banone Properties between June
4 1, 2013 and June 30, 2014. This Management Fee must be disregarded as an invalid
5 deduction. Eric cannot be permitted to benefit from his own bad acts. Had Eric
6 complied with this Court's Decree and transferred the Banone Properties to Lynita in
7 June 2013, there would have been zero need for anyone other than Lynita to manage
8 these properties. That Eric, through the ELN Trust, chose to further litigate and
9 directed the filing of Writs with the Nevada Supreme Court should not be a basis for
10 Eric to receive the benefit of \$65,000 in self-declared management fees.

11 Lynita requests that this Court find and Order that Eric's deduction of \$65,000
12 in "Management Fees" from the Gross Profits received by Banone, LLC is an invalid
13 deduction, and Order the same be deleted from the September 4, 2014 Accounting.

14 e. \$19,649.83 Administrative Wage Expense Deduction – The
15 September 4, 2014 accounting includes Eric's deduction of \$19,649.83 in
16 Administrative Wage Expense Deductions (50% of total Gross Wages reflected on Eric's
17 business General Ledger) from the Gross Profits received by Eric and the ELN Trust
18 from the Banone Properties between June 1, 2013 and June 30, 2014. To understand
19 the egregious nature of Eric's gamesmanship by his inclusion of these wage expense
20 deductions requires a quick look-back at Eric's prior accounting, submitted in relation
21 to the Lindell Property. The Lindell Property accountings include a deduction of 25%
22 of the total Gross Wages reflected on Eric's business General Ledger from the Gross
23 Profits of the Lindell Property. Thus, unless this Court disregards the current 50%
24 deduction, 75% of Eric's total employee wages will be paid by Lynita with income which
25 is attributable to her assets. This result is simply not equitable under any circumstance.

26 Eric's General Ledger appears to confirm two salaries being paid at a varying
27 monthly rate. The 50% figure assigned as a deduction by Eric for his employee wages
28 is an arbitrary figure decided by Eric. As is the case with the self-created \$65,000

1 management fee discussed above, Eric cannot be permitted to benefit from his own bad
2 acts. Eric's decision to continue litigating rather than transfer the Banone Properties in
3 June 2013. Any employee expense which Eric incurred between June 2013 and the
4 present is of his own making and should be borne 100% by Eric and the ELN Trust.

5 Lynita requests that this Court find and Order that Eric's deduction of
6 \$19,649.83 in Administrative Wage Expenses from the Gross Profits received by
7 Banone, LLC is an invalid deduction and Order the same be deleted from the September
8 4, 2014 Accounting.⁸

9 f. \$28,575 Maintenance Wage Expense Deduction – The September
10 4, 2014 accounting includes Eric's deduction of \$28,575 in Maintenance Wage Expense
11 Deductions attributable to payments made to Lance Liu⁹ (75% of total Gross Wages
12 reflected on Eric's business General Ledger) from the Gross Profits received by Eric from
13 the Banone Properties between June 1, 2013 and June 30, 2014. Even more egregious
14 than what Eric attempted to do with his administrative expense deduction, a review of
15 Eric's prior accountings for the Lindell Property confirms he has deducted 25% of the
16 total Gross Wages reflected on Eric's business General Ledger for payments to Lance Liu
17 from the Lindell Property income. Thus, unless this Court disregards the current
18 deduction, 100% of Eric's employee wages will be paid by Lynita with income which is
19 attributable to her assets. This result is simply not equitable under any circumstance.

20 The 75% figure assigned as a deduction by Eric for his employee wages is an
21 arbitrary figure decided by Eric. As is the case with the self-created \$65,000
22 management fee discussed above, Eric cannot be permitted to benefit from his own bad
23 acts and decision to litigate rather than transfer the Banone Properties in June 2013.

24 . . .

25 _____
26 8 While Lynita does not believe that she should be responsible to pay any of Eric's employee expenses, if this Court deems some
27 amount of administrative wage expense to be appropriate, Lynita seeks for this to be reduced to a maximum of 25% of the amount
28 reflected on the General Ledger, or reduced to a total of \$9,824.91, and a more proper deduction from the Gross Profit received
from the Banone Properties.

9 Mr. Liu is Eric's nephew.

1 Any employee expense which Eric incurred between June 2013 and the present is of his
2 own making and should be borne 100% by Eric's property.

3 Lynita did not agree to pay any amount of Mr. Liu's employee wages for the last
4 year. In fact, having now had discussions with Mr. Liu and the Banone Properties
5 tenants, Lynita does not believe Mr. Liu worked anywhere near enough to support the
6 \$3,000 per month wage he was paid. Mr. Liu admitted in discussion with Lynita that
7 his agreement with Eric was that he would only have to work one (1) day a week on the
8 Banone Properties as Mr. Liu maintained his own pool service business. The
9 maintenance ledgers provided with Eric's accountings show that the majority of the
10 repairs made to the Banone Properties were completed by outside vendors. Lynita has
11 now realized, from her management of the Banone Properties, that numerous
12 maintenance and repair issues for the Banone Properties were left unresolved by Mr. Liu.
13 The work actually performed by Mr. Liu was minimal and did not justify a \$3,000 per
14 month wage. Lynita requests that this Court find and Order that Eric's deduction of
15 \$28,575 in Maintenance Wage Expenses from the Gross Profits received by Banone,
16 LLC is an invalid deduction and Order the same be deleted from the September 4, 2014
17 Accounting.¹⁰

18 g. Payment of Banone Net Profits—The September 4, 2014 accounting
19 confirms the Gross Profit attributable to the Banone Properties (excluding security
20 deposits and Farmouth Circle Note income) between June 1, 2013 and June 30, 2014
21 is \$132,479. The accounting further confirms that Eric and ELN Trust incurred
22 \$35,487.20 in actual expenses attributable to the maintenance and upkeep of the
23 Banone Properties and payment of insurance for the same. Reducing the Gross Profit
24 by these actual expenses, the Banone Properties generated a Net Profit of \$96,991.80¹¹

25
26 ¹⁰ While Lynita does not believe that she should be responsible to pay any of Eric's employee expenses, if this Court deems some
27 amount of maintenance wage expense to be appropriate, Lynita seeks for this to be reduced to a maximum of 25% of the amount
reflected on the General Ledger, or reduced to a total of \$9,525.

28 ¹¹ Should this Court determine that some portion of the Administrative Wage Expense or Maintenance Wage Expense addressed
herein be deducted from the Gross Profits of the Banone Properties this Net Profit should be reduced by the Court accordingly.

1 from June 1, 2013 through June 30, 2014. This Net Profit, plus statutory judgment
2 interest thereon from June 3, 2013, should be paid to Lynita immediately as she would
3 have received the ongoing benefit of this income if not for Eric's decision to delay
4 transfer of the Banone Properties for more than a year.

5 Lynita requests that this Court order Eric, and the ELN Trust, to pay to Lynita
6 the sum of \$96,991.80, plus statutory judgment interest from June 3, 2013 until the
7 same is paid in full, and setting a due date certain for such payment. **EXHIBIT E.**

8 h. Lease for 1301 Heather Ridge Lane – Despite this Court's Decree
9 which Ordered the transfer of ownership of the Banone Properties to the LSN Nevada
10 Trust in June 3, 2013, nearly a year later, on April 1, 2014, Eric entered into a three (3)
11 year Lease Agreement for the property located at 1301 Heather Ridge Lane with his
12 nephew, Lance Liu. **EXHIBIT F.** At the time Eric entered into this lease with his
13 nephew he knew the Heather Ridge Property was the Court Ordered property of Lynita.

14 As a result of Eric's decision Lynita is now saddled with a tenant occupied property for
15 the duration of this multi-year lease. If saddling Lynita with a multi-year lease for the
16 Heather Ridge Property was not bad enough, this lease calls for a monthly rental
17 payment of \$700, far below market rent for comparable homes in the area. As
18 confirmed by a quick GLVAR search, rent for four (4) similar properties varies between
19 \$1,395 and \$1,600 per month. **EXHIBIT G.**

20 As Eric, and the ELN Trust, unilaterally decided to enter into a three (3) year
21 lease with his nephew for less than market rent, Eric should be held responsible for his
22 generosity to his nephew, which comes at Lynita's expense. Lynita respectfully requests
23 this Court order Eric, and the ELN Trust, to pay to Lynita the sum of \$800 per month
24 (the difference between the \$700 month rental income and \$1,500 average market rent)
25 for the duration of the remaining lease term, with a due date certain for each and every
26 such monthly payment.

27 i. Occupancy of 1608 Rusty Ridge Lane – Despite this Court's Decree
28 which ordered the transfer of ownership of the Banone Properties to the LSN Nevada

1 Trust, Eric, without any authority to do so, allowed his niece Chelsea Ramirez to occupy
2 the property located at 1608 Rusty Ridge Lane (the "Rusty Ridge Property") for a three
3 (3) month period of time between June 2013 and August 2013, without the payment
4 of rent. Ms. Ramirez's occupancy of the Rusty Ridge Property delayed the rental of this
5 property during the term of her tenancy. The Rusty Ridge Property was rented
6 September 1, 2013 for \$900 per month.

7 As Eric unilaterally decided to allow his niece to occupy the Rusty Ridge Property
8 for three months without the payment of rent when the property was Lynita's, he should
9 be held responsible for the payment of the rental income this property should have
10 generated during his niece's tenancy. The Rusty Ridge Property is presently rented for
11 \$900 per month; three months occupancy totals \$2,700 in rent.

12 Lynita respectfully requests this Court order Eric, and the ELN Trust, to pay to
13 Lynita the sum of \$2,700 to compensate her for Eric's decision to allow his niece to
14 occupy the Rusty Ridge Property without the payment of rent, with a due date certain
15 for this payment.

16 2. The Lindell Property Accounting Issues

17 a. Deduction of Carli/Garett Health Insurance Premium – On August
18 9, 2013, Eric provided Lynita with his Court Ordered accounting for the Lindell
19 Professional Plaza ("Lindell Property") for the time period January 1, 2010 through July
20 31, 2013. Beginning August 2013 and continuing through June 2014 (excluding January
21 2014 for which no accounting was received) Eric has provided periodic accountings for
22 the Lindell Property. On September 4, 2014, Eric submitted his Court Ordered
23 accounting in which he reflects a \$2,628.03 deduction for "Carli/Garett Health
24 Insurance Premiums" for the period of time July through September 2014. No
25 accounting of the Lindell income for the period of time July through September 2014
26 was included as Lynita has been collecting the Lindell Property income since July 1,
27 2014.

28 ...

1 As set forth in Lynita's response to Eric's Lindell Property accounting which was
2 filed with this Court on October 15, 2013, Eric's deduction of any amount for
3 "Carli/Garett Health Insurance Premiums" is an invalid deduction which the Court
4 should order be deleted from all accountings. During the pendency of the divorce Eric
5 was required to abide by the Joint Preliminary Injunction and maintain the status quo,
6 which included the family medical insurance. The information presented at trial by the
7 Court's expert, Larry Bertsch, confirmed that the family medical insurance premiums
8 were being paid by Dynasty Development Group, not the Lindell Property. It was only
9 when this Court required Eric to account for the income of the Lindell Property that Eric
10 chose to shift the insurance burden away from one company and place it upon an asset
11 which had been awarded to Lynita. The June 3, 2013 Decree of Divorce clearly states
12 at page 49, lines 16-17 that **"IT IS FURTHER ORDERED that Mr. Nelson shall**
13 **maintain medical insurance coverage for Carli."** It cannot be any clearer that Eric
14 alone is obligated for the expense of Carli's medical insurance, inclusive of the payment
15 of all premiums associated therewith. Garrett is no longer a minor child, therefore,
16 neither party has a legal obligation to maintain health insurance for Garrett.

17 As there is no valid reason why the net profit of the Lindell Property should be
18 reduced in any amount for "Carli/Garett Health Insurance Premiums" this Court should
19 Order that the deduction of any amount for "Carli/Garett Health Insurance Premiums"
20 is an invalid deduction which must be removed from all accountings.

21 b. Deduction of Lynita Insurance Premium (January 2010 through June
22 2013) – Eric has made additional deductions from the net income of the Lindell
23 Property for "Health/Dental Insurance Lynita Portion". As with the children's
24 insurance, these deductions began in January 2010 and continue through present day.
25 During the pendency of the divorce, Eric was required to abide by the Joint Preliminary
26 Injunction and maintain the status quo, which included the family medical insurance.
27 The information presented at trial by the Court's expert, Larry Bertsch, confirmed that
28 the family medical insurance premiums were being paid by Dynasty Development Group

1 not the Lindell Property. It was only when this Court required Eric to account for the
2 income of the Lindell Property that Eric chose to shift the insurance burden away from
3 one company and place it upon an asset which had been awarded to Lynita. Lynita
4 accepts that post-divorce she is responsible for the payment of her insurance premiums.
5 Lynita is not contesting the deduction for "Health/Dental Insurance Lynita Portion" as
6 of July 2013.

7 Eric has never provided Lynita or her counsel with documentation of the \$876.01
8 per month insurance premium which Eric alleges is attributable to Lynita. Lynita
9 therefore cannot confirm if this premium is attributable solely to her insurance coverage
10 or is a higher premium associated with provision of insurance for other dependents.
11 Lynita will agree to be responsible for the actual health insurance premiums attributable
12 to her continued health insurance, starting July 2013, and continuing through present
13 date. So that a final determination of Lynita's insurance costs can be completed, Lynita
14 respectfully requests that this Court Order Eric, and the ELN Trust, to provide this
15 documentation of the insurance coverage and premium to Lynita's counsel within 48
16 hours of the hearing on this Motion.

17 As represented on his accountings, Eric deducted a total of \$5,792.19 for 2010,
18 \$7,423.64 for 2011, \$8,747.24 for 2012, and \$5,256.06 for January through June 2013
19 for "Health/Dental Insurance Lynita Portion" from the Lindell Property net income.
20 These amounts have been removed from Lynita's analysis of the money remaining due
21 to her from Eric and the ELN Trust which is attributable to the Lindell Property from
22 January 1, 2010 through October 30, 2014.

23 Lynita requests that this Court Order that the deduction of any amount for
24 "Health/Dental Insurance Lynita Portion" prior to July 1, 2013 is an invalid deduction
25 which must be removed from all accountings, as has been done on Lynita's accounting.

26 ...

27 ...

28 ...

1 c. Payment of Actual Net Income Attributable to Lindell Property –

2 At all times during this divorce action Lynita has held an interest in the Lindell
3 Property. From March 28, 2007 until June 3, 2013, this interest was a 50% interest.
4 Following the issuance of the June 3, 2013 Decree of Divorce, Lynita's interest was
5 increased to a 100% interest. This Court has consistently recognized Lynita's ongoing
6 interest in the Lindell Property and her right to receive the income generated from this
7 asset.

8 On August 6, 2013, Lynita received payment in the amount of \$2,868.37 (based
9 upon Eric's accounting of 50% of the net income for the Lindell Property for the period
10 of time January 1, 2013 through July 31, 2013). On August 12, 2013, Lynita received
11 an additional payment in the amount of \$700 (based upon Eric's revised accounting of
12 50% of the net income for the Lindell Property for the period of time January 1, 2013
13 through July 31, 2013). On August 30, 2013, Lynita received payment in the amount
14 of \$32,728.97 (based upon Eric's accounting of 50% of the net income for the Lindell
15 Property for the period of time January 1, 2010 through December 12, 2012).

16 **EXHIBIT H.**

17 This Court's Orders required Eric, and the ELN Trust, to account for and "pay
18 to Lynita and/or the LSN Trust one-half (1/2) of the net income collected by the Lindell
19 Property on an ongoing monthly basis, such monthly payments occurring on or before
20 the first (1st) of each month, beginning October 1, 2013 (which shall be payment of the
21 August 2013 net income)."¹² and further provided that "Lynita is entitled to the income
22 from the properties awarded to the LSN Trust in the Decree from the date of the Decree
23 to present date."¹³ None the less, Lynita did not receive any payments attributable to
24 the Lindell Property between August 2013 and when she began to collect the income
25 from the Lindell Property tenants in July 2014. This is due to Eric's continued desire

26 _____
27 ¹² Order from September 4, 2013 Hearing entered September 25, 2013.

28 ¹³ Order from June 4, 2014 Hearing entered September 18, 2014.

1 to play games with this Court's orders. Rather than pay to Lynita what is rightfully
2 hers, Eric, and the ELN Trust, has offset the amounts due to Lynita with Eric's creative,
3 but inaccurate, claims that Lynita owes him more than the profits generated by the
4 Lindell Property.

5 Lynita raised the issue of Eric's improper deductions with this Court in her August
6 30, 2013 and October 15, 2013 responses to Eric's accountings, and at the hearings
7 conducted September 4, 2013 and October 21, 2013. These deductions included the
8 "Carli/Garett Health Insurance Premiums" and "Health/Dental Insurance Lynita
9 Portion" addressed above, along with Payment of Rent For Suite 201 (addressed later
10 in this Motion). This Court took the accounting issue under advisement stating that it
11 would render a separate Order regarding the accounting issues. To date, no decision has
12 ever been rendered on this issue.

13 Attached as **EXHIBIT I** is Lynita's analysis of the money remaining due to her
14 which is attributable to the Lindell Property from January 1, 2010 through October 30,
15 2014. This accounting divides the net income attributable to the Lindell Property
16 without any deduction for "Carli/Garett Health Insurance Premiums" and
17 "Health/Dental Insurance Lynita Portion" prior to July 2013. This accounting further
18 includes a deduction for the monthly health insurance premiums paid on Lynita's behalf
19 from July 2013 through October 30, 2014. Based upon Lynita's accounting, Eric owes
20 Lynita \$41,843.89¹⁴ in net income attributable to the Lindell Property from January 1,
21 2010 through October 30, 2014 (before consideration of interest). No accounting has
22 been conducted for the period of time between May 6, 2009 (filing of Complaint) and
23 January 1, 2010.

24 Lynita requests that this Court order Eric, and the ELN Trust, to pay to Lynita
25 the sum of \$41,843.89 (plus statutory judgment interest from January 1, 2010), with
26 a due date certain for this payment. Additionally, Eric, and the ELN Trust, should be

27
28 ¹⁴ This figure will need to be increased by 100% of the net income attributable to the Lindell Property
in January 2014 for which no accounting has ever been provided.

1 required to account for the income attributable to the Lindell Property from May 6,
2 2009 through December 31, 2009, and be further ordered to pay to Lynita the net
3 income generated by the Lindell Property (plus statutory judgment interest from May
4 6, 2009), with a due date certain for this payment.

5 d. Attempted Deduction of Garrett School Tuition – The September 4,
6 2014 Accounting includes reference to a matter reflected as “Still Pending Garrett School
7 Tuition”. As this Court will recall, Garrett Nelson is the parties’ adult son, now age 20.
8 Garrett attends the University of Pennsylvania. There is no reference in the June 3, 2013
9 Decree of Divorce as to any financial obligations associated with Garrett as Garrett was
10 no longer a minor child by the time of the parties’ June 3, 2013 divorce. The Court
11 cannot Order either Eric or Lynita to pay for their son’s college education or to share
12 in the cost of their son’s college education. Lynita, therefore, respectfully requests this
13 Court issue an Order finding that neither Eric nor Lynita has any Court Ordered
14 financial obligations associated with Garrett, and that any future attempt by Eric, or the
15 ELN Trust, to deduct or offset any amount due by Eric, or the ELN Trust, to Lynita
16 which is associated with a financial expense incurred for Garrett would be deemed an
17 improper deduction.

18 e. Ruling on August 2013 Request for the Imputation of Rent and
19 Resulting Payments Due – For the duration of this divorce action, Lynita has owned
20 50% of the Lindell Property. This Court awarded 100% of the Lindell Property to
21 Lynita as of June 3, 2013. Eric has continuously occupied the entirety of the second
22 floor of, and has been conducting business operations from, the Lindell Property. He
23 has done so without the payment of one cent in rent.

24 Lynita raised the issue of Eric’s failure to pay rent for his occupancy of the Lindell
25 Property during trial, in her August 30, 2013 and October 15, 2013 responses to Eric’s
26 accountings, and most recently with this Court during the hearings associated with Eric’s
27 Lindell Property accountings. Lynita has always maintained the position that rent needs
28 to be imputed by this Court for Eric’s occupancy of the building, prior to the division

1 of the Lindell Property net income. This Court took this accounting issue under
2 advisement stating that it would render a separate Order. To date, no decision has ever
3 been rendered on this issue.

4 During the divorce this Court directed Larry Bertsch to obtain an appraisal of the
5 Lindell Property. Mr. Bertsch filed an appraisal for the Lindell Property on September
6 14, 2011. This appraisal established fair market rent for Eric's occupancy of the entire
7 3,200 square foot second floor of the Lindell Building at \$1.00 per square foot, or
8 \$3,200 per month, which is the amount which should be imputed and charged for Eric's
9 occupancy of the Lindell Property.

10 Lynita respectfully requests this Court find that equity requires the imputation
11 of rental income for Eric's, and the ELN Trust's, occupancy of the Lindell Property
12 during these proceedings and the establishment of \$1.00 per square foot, or \$3,200 per
13 month as fair market rent for Eric's, and the ELN Trust's, occupancy of the Lindell
14 Property. This Court should Order Eric, and the ELN Trust, to pay to Lynita the sum
15 of \$80,000.00, to compensate her for her 50% interest of the net Lindell Property
16 income associated with Eric's, and the ELN Trust's, occupancy of the Lindell Property
17 from May 6, 2009 through June 30, 2013 (plus statutory judgment interest from May
18 6, 2009), with a due date certain for such payment.

19 Lynita further requests that this Court Order Eric, and the ELN Trust, to pay to
20 Lynita an additional sum of \$48,000.00, to compensate her for her 100% interest of the
21 net Lindell Property income associated with Eric's, and the ELN Trust's, occupancy of
22 the Lindell Property from July 1, 2013 through October 30, 2014 (plus statutory
23 judgment interest from July 1, 2013), with a due date certain for this payment.

24 f. Eric's Continued Occupancy of the Lindell Property and Eviction –
25 During the June 4, 2014 hearing this Court Ordered that if Lynita and/or the LSN Trust
26 planned on evicting Eric from the Lindell Property they must first submit the issue to
27 the Court. On June 25, 2014, in anticipation that at some point in time it may become
28 necessary to evict Eric from the Lindell property, Lynita personally served upon Eric the

1 Thirty (30) Day Notice of Termination of Tenancy attached as **EXHIBIT J**, which
2 states:

3 **YOU ARE HEREBY NOTIFIED** that, unless you enter into a
4 mutually acceptable lease agreement with the LSN Nevada Trust on or
5 before July 25, 2014, your tenancy of the above-described Premises is
6 being terminated by the Landlord effective thirty (30) days from receipt
7 of this Notice, **to wit: on or about July 25, 2014**. If you fail to enter
8 into such a lease on or before July 25, 2014, you hereby are warned to
vacate the Premises on or before the date above-referenced or the property
owner will seek your eviction from the property as previously directed by
the Honorable Frank P. Sullivan at the court proceedings on June 4, 2014,
and the property owner will seek an award of Attorneys Fees and Costs
related to such proceedings.

9 On July 9, 2014, Keith Little¹⁵ sent to Lynita a proposed lease for Eric's
10 continued occupancy of the Lindell Property. On July 10, 2014, Eric sent, directly to
11 Lynita's counsel, this same proposed lease.¹⁶ Eric's proposed lease and his email to
12 counsel is attached as **EXHIBIT K**. Eric's proposed lease requests a two (2) year lease
13 term, with monthly rent far below market value at \$1,920.00. The lease requires no
14 security deposit and requests that Eric be paid, as "Landlord's Broker" a commission for
15 entering into the lease.

16 On July 23, 2014, Lynita's counsel sent Ms. Forsberg a letter declining Eric's
17 proposed lease, but providing a lease which would be acceptable to Lynita for Eric's
18 continued occupancy of the Lindell Property. This letter and the proposed lease is
19 attached as **EXHIBIT L**. Lynita's proposed Lease granted an initial three (3) month
20 lease term, with the option for the lease to be extended on a month to month basis
21 thereafter, with monthly rent at market value of \$3,200.00. Lynita's lease additionally
22 requires a security deposit equal to one month's rent.

23 . . .

24 . . .

25
26 ¹⁵ Eric's employee.

27 ¹⁶ That same date, Lynita's counsel emailed Ms. Forsberg and requested that Eric not communicate
28 directly with Lynita's counsel.

1 On July 24, 2014, Ms. Forsberg replied to Lynita's lease making a counter
2 proposal requesting a two (2) year lease term, with monthly rent of \$2,560.00 per
3 month. A copy of Ms. Forsberg's letter is attached as **EXHIBIT M**.

4 On July 25, 2014, Lynita's counsel responded to this counter proposal indicating
5 Lynita's decision not to accept Eric's counter proposal and requesting that Eric execute
6 her previously provided lease by July 31, 2014, or vacate the premises. **EXHIBIT N**.
7 As of the filing of this Motion, Eric continues to occupy the Lindell property without
8 having entered into a lease with Lynita and without having paid one cent of rent to
9 Lynita.

10 From July 2014, when Lynita finally gained control over the Lindell Property,
11 until September 23, 2014, Lynita was regularly present at the Lindell Property to
12 address tenant concerns and to arrange for and supervise repairs and improvements to
13 the Lindell Property. On September 23, 2014, Lynita was served with a Temporary
14 Order for Protection Against Stalking, Aggravated Stalking, or Harassment which was
15 obtained by Rochelle McArthur (formerly McGowan) through the Las Vegas Justice
16 Court. A copy of the application and orders filed in Justice Court is attached as
17 **EXHIBIT O**. As a result of Ms. McArthur's actions, Lynita was required to incur
18 attorneys fees to file a Motion to Dissolve the Protective Order and was excluded from
19 the Lindell Property from September 23, 2014 until October 16, 2014, when the
20 Protective Order was dissolved at a hearing, without any opposition from Ms.
21 McArthur.¹⁷ **EXHIBIT P**.

22 On October 20, 2014, Lynita was present at the Lindell Property to authorize and
23 supervise a locksmith changing the locks for Suite #201 (the suite occupied by Eric and
24 his businesses) to bring the building into compliance with the requirements of the
25 County Building Inspector. Suite #201 was the last office suite in the entire building
26 to have its locks changed as prior attempts by the locksmith in earlier weeks had been
27

28 ¹⁷ Ms. McArthur was present at the dissolution hearing.

1 rebuffed by Ms. McArthur, who denied the locksmith access and ability to change the
2 locks of the office suite. While Lynita was doing so, Eric forcefully, physically and
3 verbally assaulted Lynita. Eric's actions included running up the stairs, yelling
4 expletives, and threatening Lynita and the locksmith while standing at the top of the
5 second flight of stairs. Eric then grabbed Lynita on her upper arms, wrestling her, while
6 shoving her down onto the stairs. This incident was investigated by the Las Vegas
7 Metropolitan Police Department who referred this case to the Clark County District
8 Attorney. On November 7, 2014, a criminal complaint was filed in the Las Vegas
9 Justice Court (Case #14M31389X) charging Eric with domestic battery (1st). An
10 arraignment is currently scheduled for December 8, 2014 at 8:30 a.m. **EXHIBIT Q.**

11 As it is clear that a healthy landlord/tenant relationship between Lynita and Eric
12 cannot occur, Lynita seeks this Court's authorization of her removal of Eric from the
13 Lindell Property. Lynita respectfully requests an Order that Eric, the ELN Trust, and
14 all related businesses, be ordered to vacate the Lindell Property within seven (7) days
15 of the hearing of this Motion.

16 g. Reimbursement for Cost of Removal of Metal Gate from Stairwell - In
17 or about July 2014, more than one (1) year after this Court's June 4, 2014 ruling that
18 the Lindell Property must be transferred to Lynita by no later than 5:00 p.m. on June
19 12, 2014, Eric caused to be installed, without any authorization, a locking metal gate on
20 the stairwell leading to the second floor of the Lindell Property. **EXHIBIT R** (photos).

21 On July 25, 2014, Lynita's counsel sent a letter to Ms. Forsberg¹⁸ informing her
22 of the metal gate and requesting that Eric have the gate removed by Monday, July 28,
23 2014. Eric failed to have the metal gate removed. On or about August 5, 2014, Lynita
24 incurred a \$375.00 expense for the removal of the metal gate which Eric had installed
25 at the Lindell Property. **EXHIBIT S.** Lynita requests that this Court Order Eric, and
26 the ELN Trust, to pay to Lynita the sum of \$375.00 as reimbursement for this expense.

27
28

18 Counsel for the ELN Trust was copied with this letter.

1 h. Request for Information - On July 23, 2014, Lynita's counsel sent
2 a letter to Ms. Forsberg¹⁹ requesting information and documentation necessary for
3 Lynita to properly manage the Lindell Property. **Exhibit L.** The next day, July 24,
4 2014, Ms. Forsberg responded. **Exhibit M.** Ms. Forsberg's letter makes clear that Eric
5 will not willingly provide Lynita with any of the requested documentation and instead
6 places the burden upon Lynita to attempt to obtain such documentation from outside
7 sources. As this Court has awarded Lynita the Lindell Property and

8 Though Eric has thus far failed to provide Lynita with the information and
9 documentation necessary for her to manage the Lindell Property, Lynita has begun
10 figuring out the property management issues without him. However, the transition of
11 the Lindell Property to Lynita requires Eric's provision of all documentation concerning
12 the Lindell Property to Lynita. Lynita respectfully requests this Court order Eric, and
13 the ELN Trust, to turn over to Lynita all documentation associated with the
14 management and occupancy of the Lindell Property.

15 3. Arnold Property in Mississippi - For the duration of this divorce action
16 Lynita held title to property located at 830 Arnold Avenue, Greenville, Mississippi (the
17 "Arnold Property"), which was awarded to Lynita in the Decree. Larry Bertsch's report
18 to the Court during the divorce proceedings indicated "The house is being rented at
19 \$500 per month and the rent is being collected and deposited into Banone's Bank
20 Account."

21 Neither Lynita nor her counsel have ever been provided a lease agreement with
22 any tenant for the Arnold Property. On September 26, 2014, a representative of Eric's
23 office delivered, to Lynita's counsel's office, a copy of an unsigned "Rent Collection
24 Agreement" purported to be entered into between the Eric Nelson Nevada Trust as
25 "Owner", and The McGarrh Agency, Inc., for collection of rents associated with the
26 Arnold Property. This "Rent Collection Agreement" was accompanied by a handwritten

27
28 ¹⁹ Counsel for the ELN Trust was copied with this letter.

1 note in Eric's handwriting stating, "Income/Expense within 30 Day F.Y.I Last Page is
2 Contact Infor on Rental Company. Eric Call it You Have?" **EXHIBIT T**.

3 Lynita has never received one cent of the rental income associated with the Arnold
4 Property. This Court awarded Lynita the Arnold Property in the June 3, 2013 Decree
5 of Divorce. Lynita respectfully requests that this Court order Eric, and the ELN Trust,
6 to provide Lynita with a copy of all lease agreements for all tenants of the Arnold
7 Property and any amendments thereto.

8 On October 16, 2014, Eric sent to Lynita the attached Accounting of the Arnold
9 Property for the period of time June 3, 2013 through September 30, 2014. **EXHIBIT**
10 **U**. This accounting alleges net income of \$1,037.72. Lynita is not challenging the net
11 income represented for the Arnold Property as she has received, directly from the
12 McGarrh Agency, documentation of such expenses.

13 Lynita respectfully requests that this Court order Eric, both personally and in his
14 capacity as Investment Trustee of the ELN Trust, to provide an accounting from May
15 6, 2009 through June 3, 2013 of all income received for the Arnold Property and any
16 associated expenses paid for the Arnold Property during the same period of time. Lynita
17 requests this Court Ordered accounting be provided within thirty (30) days of the
18 hearing of this Motion. Further, Lynita respectfully requests that this Court order Eric,
19 and the ELN Trust, to pay to Lynita the \$1,037.72 in net income which has already
20 been received by Eric, and the ELN Trust, for the Arnold Property for the period of time
21 from January 1, 2010 through June 3, 2013 accounting (plus statutory judgment interest
22 from June 3, 2013), with a due date certain for this payment. Finally, Lynita
23 respectfully requests that this Court order Eric, and the ELN Trust, to pay to Lynita the
24 remaining net income for the Arnold Property for the period of time from May 6, 2009
25 through June 3, 2013 (plus statutory judgment interest from May 6, 2009).

26 4. Russell Road Investment – The September 4, 2014 Accounting includes
27 an accounting of the income received from the Russell Road Investment during the
28 period of time June 1, 2013 through June 30, 2014, and confirms that Eric, and the ELN

1 Trust, collected \$80,084 in income during this time period, with no associated expenses.
2 The Decree awarded Lynita a 1/3 interest in the Russell Road investment. To date, no
3 assignment has been executed by Eric, or the ELN Trust, to reflect Lynita's 1/3 interest
4 in the Russell Road investment. As only Eric and his associates have access to the
5 documentation concerning the Russell Road investment he, and the ELN Trust, must
6 be ordered to turn over a copy of this information to Lynita and her counsel so that
7 they may prepare the necessary documents to secure Lynita's interest in the Russell
8 Road investment. Lynita requests that Eric, and the ELN Trust, be required to provide
9 Lynita with copies of all documents in Eric's possession or control which are associated
10 with the Russell Road Investment, including but not limited to, all contracts,
11 agreements, notes, deeds of trust and similar documents within 48 hours of the hearing
12 of this Motion.

13 Lynita is due 1/3 of the \$80,084 income received which is attributable to the
14 Russell Road Investment, or the sum of \$26,694.40, for the period of time between June
15 1, 2013 and June 30, 2014 (plus statutory judgment interest). Lynita is additionally
16 due 1/3 of any income collected during the months of July, August, September and
17 October 2014 which is attributable to the Russell Road Investment, and 1/3 of all
18 income which is attributable to the Russell Road Investment going forward.

19 Eric's reference in the September 4, 2014 Accounting to "Net Income 50% of
20 Gross Income Received" is another one of Eric's improper attempts to deduct from and
21 reduce the amount of Gross Profit Eric, and the ELN Trust, have received from this
22 investment. It is anticipated that Eric will argue he only has a 50% interest in the
23 Russell Road Investment, with Cal Nelson having the remaining 50% interest, so
24 Lynita's 1/3 should be determined based upon \$40,042 and not \$80,084. This
25 argument was advanced by Eric at the time of trial and was not accepted by this Court.
26 This Court's June 3, 2013 Decree of Divorce makes specific findings regarding the
27 parties' interest in the Russell Road Investment. Specifically, this Court found the
28 following:

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

7 THE COURT FURTHER FINDS that because the LSN Trust was not
8 compensated for transferring its interest in Russell Road, under the advice
9 and direction of Mr. Nelson, it would be inequitable to allow the ELN
10 Trust to retain its full 66.67% interest in the property to the detriment of
11 the LSN Trust. Therefore, the Court hereby imposes a constructive trust
12 over half of the ELN Trust 66.67% ownership interest in the Russell Road
13 property on behalf of the LSN Trust. As such, the LSN Trust is entitled to
14 a 50% interest of the ELN Trust's 66.67% ownership interest, resulting in
15 the LSN Trust effectively receiving an overall one-third interest in the
16 Russell Road property with a value of \$2,265,113.50 (\$4,333,550 +
17 \$196,677 x 112).

18 If Eric wants to give his brother \$40,042 of the \$80,084 in profit attributable to the
19 Russell Road Investment that is his choice. However, Eric, and the ELN Trust, are still
20 obligated to pay to Lynita her 1/3 share of such profit, which totals \$26,694.40, and
21 continuing monthly payments equaling 1/3 of the total profit attributable to the Russell
22 Road investment from June 3, 2013.

23 Lynita respectfully requests that this Court order Eric, and the ELN Trust, to pay
24 to Lynita the sum of \$26,694.40 (plus statutory judgment interest from June 3, 2013)
25 as and for her interest in the profits attributable to the Russell Road investment, with
26 a due date certain for this payment. Lynita further requests that this Court order Eric,
27 and the ELN Trust, to pay to Lynita 1/3 of the profits attributable to the Russell Road
28 investment for the months of July, August, September, and October 2014, and every
month hereafter, until such 1/3 profit payments can be directed to be sent to Lynita
from the payor of the note associated with the Russell Road investment, with a due date
certain for each such payment.

5. Mississippi RV Park – For the duration of this divorce action Lynita held
title to the Waveland, Mississippi property upon which an RV Park (the “Mississippi RV
Park”) is located. Larry Bertsch’s report to the Court during the divorce proceedings
indicated the “RV Park is owned by Lynita’s Trust. The property designated for its use

1 is 20.6856080 acres. The Silver Slipper is leasing this property and pays an amount of
2 approximately \$4,000.00 per month.” Despite owning and being awarded the
3 Mississippi RV Park in the Decree, Lynita has not received one cent of the rental income
4 associated with the use of the Mississippi RV Park.

5 In or about April 2012, the Silver Slipper Casino was sold to Full House Resorts,
6 Inc. Recently, Lynita’s Mississippi counsel (Je’Nell Blum, Esq.), attempted to obtain
7 information pertaining to the Mississippi RV Park from Full House Resorts, Inc. Ms.
8 Blum was informed by Elaine Guidroz, General Counsel for Full House Resorts, Inc.,
9 that no information would be released without a Subpoena. Given this position, Lynita
10 requests that this Court re-open discovery on a limited basis to allow Lynita’s counsel
11 to serve the required Subpoena to obtain this documentation.

12 On September 15, 2014, Lynita’s counsel sent a letter to Ms. Forsberg and Mr.
13 Luszeck requesting a copy of the original lease agreement between Silver Slipper Casino
14 and Bay Resorts, LLC, as well as any amendments to such agreement, as well as an
15 accounting of all income collected by Eric, the ELN Trust, or any entity under Eric or
16 the Trust’s auspices or control for the Mississippi RV Park. On September 19, 2014
17 Mr. Luszeck responded as follows:

18 In regards to your September 15, 2014, correspondence wherein you
19 requested a copy of the lease agreement between Silver Slipper Casino and
20 Bay Resorts, LLC and an accounting of the RV park, we believe your
21 request exceeds the scope of this divorce proceeding. Notwithstanding, be
22 advised that a copy of the lease and accounting that we deem appropriate
will be provided. That being said, it is my understanding that it will take
some time to locate the lease and prepare the accounting. Consequently,
the ELN Trust will need at least 30 days, on or before October 17, 2014,
to comply with your request.

23 On October 20, 2014, Mr. Luszeck sent a letter to Lynita’s counsel indicating that
24 “the accounting for the Arnold property and the Silver Slipper Casino will be competed
25 by the end of this week.” On October 24, 2014, Mr. Luszeck sent another letter to
26 Lynita’s counsel indicating that “the accounting for the Silver Slipper Casino is not yet
27 complete as some additional documentation needs to be located.” To date, neither the

28 . . .

1 lease agreement nor the promised accounting for the Mississippi RV Park has been
2 received.

3 The Mississippi RV Park exists on land which is titled in the name of the LSN
4 Nevada Trust and was awarded to Lynita in the Decree. Eric, and the ELN Trust, have
5 no legal interest in the Mississippi RV Park, yet apparently, the ELN Trust believes that
6 information in Eric's possession concerning Lynita's property is somehow subject to
7 release as "[Eric] deem[s] appropriate".

8 Lynita respectfully requests that this Court order Eric, and the ELN Trust, to
9 provide Lynita with a copy of the original Lease Agreement between Silver Slipper
10 Casino and Bay Resorts, LLC, as well as any amendments to such agreement within 48
11 hours of the hearing of this Motion. Further, Lynita respectfully requests that this Court
12 order Eric, and the ELN Trust, to provide an accounting from May 6, 2009 through
13 present date of all income received for the Mississippi RV Park within 48 hours of the
14 hearing of this Motion. Finally, Lynita respectfully requests that this Court order Eric,
15 and the ELN Trust, to pay to Lynita all net income reflected by the Mississippi RV Park
16 accounting (plus statutory judgment interest from May 6, 2009) which is to be provided,
17 with a due date certain for this payment.

18 6. Mississippi Property Transfer – As part of its property division, this Court
19 ordered in the Decree that certain parcels of Mississippi land were to be transferred to
20 the LSN Nevada Trust. In July 2013, this Court heard Lynita's Motion to Alter and
21 Amend the Decree which addressed the Mississippi land transfers. The resulting Order
22 for the July 22, 2013 Hearing states as follows:

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

26 THE COURT FURTHER FINDS that the ELN Trust has no objection to
27 Lynita's request for the execution of two (2) Corrected Quitclaim Deeds
28 concerning the Mississippi Properties awarded to the LSN Nevada Trust
by the Court's June 3, 2013 Decree of Divorce as set forth in Lynita's
Motion. As such, the Court will grant the requested relief and Eric Nelson,

1 as Investment Trustee of the ELN Trust, shall execute the two (2)
2 Corrected Quitclaim Deeds referenced above by 5:00 p.m. on Friday, July
3 26, 2013.

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

20 ...
21 THE COURT FURTHER FINDS that the transfer of assets between the
22 ELN Trust and LSN Trust as set forth in the June 3, 2013 Decree of
23 Divorce, specifically the real property assets and interests in deeds of trust
24 detailed in the Decree is not an irreversible transfer. Accordingly, the
25 Court is going to require execution of the tendered deeds, as well as any
26 and all additional deeds, assignments, or other instruments that may be
27 tendered and required to effectuate the transfer of assets awarded as set
28 forth in the June 3, 2013 Decree of Divorce by 5:00 p.m. on Wednesday,
July 31, 2013 absent the entry of a stay of this transfer by the Nevada
Supreme Court.

18 ...
19 IT IS HEREBY ORDERED, ADJUDGED, and DECREED that, as
20 stipulated, the following Mississippi properties shall remain in or be
21 transferred into the LSN NEVADA TRUST u/a/d 5/30/01:

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

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

26 (3) Parcel ID 164K-0-20-016.000 - Parcels D, E, & K and Part Lots
27 4 & 5, Block 103 Gulfview Subdivision

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

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

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

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

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

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

9 (10)²⁰ Parcel ID 164F-0-18-003.000 - Part of the NE 1/4 of SE 1/4
10 Section 18, Township 9 South, Range 14 West

11 (11)²¹ Parcel ID 164F-0-18-003.001 - Part of the NE 1/4 of SE 1/4
12 South of Railroad

13 (12)²² Parcel ID 164F-0-18-003.002 - Part of the SE 1/4-SE 1/4,
14 Section 18, Township 9 South, Range 14 West

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

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

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

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

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

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

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

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

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

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

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

- 1 (21) Parcel ID 164K-0-20-009.000 - Lot 11 , Block 92, Gulfview
Subdivision
- 2 (22) Parcel ID 164K-0-20-012.000 - Lot 14, Block 92, Gulfview
3 Subdivision
- 4 (23) Parcel ID 164K-0-20-020.000 - Lots 13, 20, and east half of
Lots 14 & 19, Block 10, Gulfview Subdivision
- 5 (24) Parcel ID 164K-0-20-022.000 - Part of Lots 9-12 and water
6 lot, Gulfview Subdivision
- 7 (25) Parcel ID 164K-0-20-024.000 - Part of Block 104 Gulfview
Subdivision and Lots 21-24 Water Lot
- 8 (26) Parcel ID 164K-0-20-028.000 - Lots 12, 21 -24, Block 104,
9 Gulfview Subdivision
- 10 (27) Parcel ID 164K-0-20-029.000 - Lot 17, Block 104 , Gulfview
Subdivision
- 11 (28) Parcel ID 164K-0-20-030.000 - Lots 1-16, Block 105, Gulfview
12 Subdivision
- 13 (29) Parcel ID 164K-0-20-031.000 - Part of Lots 11 & 12, Block
112 Gulfview Subdivision and part of abandoned Ladner Street
- 14 (30) Parcel ID 164K-0-20-032.000 - Part of Lots 12 & 13, (74'x150')
15 Block 11, Gulfview Subdivision
- 16 (31) Parcel ID 164K-0-20-033.000 - All of Lot 14 , Part of Lots
10-12 & Part of Auston Street, Block 112, Gulfview Subdivision
- 17 (32) Parcel ID 164K-0-20-034.000 - Part of Lots 10 & 11, Block
18 112 Gulfview Subdivision
- 19 (33) Parcel ID 164K-0-20-035.000 - Part of Lots 1, 2, 13-16, Block
112, Gulfview Subdivision
- 20 (34) Parcel ID 164K-0-20-037.000 - Lots 1-14, Block 106, Gulfview
21 Subdivision
- 22 (35) Parcel ID 164K-0-20-038.000 - Part of Lots 3-6, All of 7-11,
Part of 12-15, Block 111 , Gulfview Subdivision
- 23 (36) Parcel ID 164K-0-20-041.000 - Part of Lots 1-5 & 15-16,
24 Block 111, Gulfview Subdivision
- 25 (37) Parcel ID 164K-0-20-042.000 - All of Block 113, Gulfview
Subdivision
- 26 (38) Parcel ID 164K-0-20-044.000 - Part of Block 110, Gulfview
27 Subdivision
- 28 ...

1 (39) Parcel ID 164K-0-20-046.000 - All of Block 107, Gulfview
Subdivision

2 (40) Parcel ID 164K-0-20-047.000 - All of Block 108, Gulfview
3 Subdivision

4 (41) Parcel ID 164K-0-20-048.000 - All of Block 109, Gulfview
Subdivision

5 (42) Parcel ID 164K-0-20-049.000 - Lots 1-16, Block 115, Gulfview
6 Subdivision

7 (43) Parcel ID 164L-0-19-052.000 - Lot 9, Block 61, Gulfview
Subdivision

8 (44) Parcel ID 164L-0-19-053.000 - All of Block 61 except Lot 9,
9 Gulfview Subdivision

10 (45) Parcel ID 164L-0-19-064.000 - Lots 1 -4 & 13-16, Block 70,
Gulfview Subdivision

11 (46) Parcel ID 164L-0-19-080.001 - Lots 15 & 16, Block 83,
12 Gulfview Subdivision & part of abandoned Michigan Street

13 (47) Parcel ID 1640-0-17-053.000 - Block 40-A, 4 & 5, Chalona
Beach AA-17

14 (48) Parcel ID 164K-0-20-023.000 - Lots 9-12, Block 104, Gulfview
15 Subdivision

16 (49) Parcel ID 164K-0-20-023.001 - Part of Block 104, Gulfview
Subdivision

17 (50) Parcel ID 164P-0-19-059.000 - Lots 9-12 Block 82, Gulfview
18 Subdivision

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

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

27 On September 8, 2014, Lynita's counsel requested that the ELN Trust execute
28 four (4) Quitclaim Deeds which are necessary to effectuate the transfer of the

1 Mississippi Property as Ordered at the July 22, 2013 hearing. The four (4) Quitclaim
2 Deeds were hand delivered to Mr. Luszeck's office that same date. On September 19,
3 2014, Mr. Luszeck responded to this request as follows:

4 This is in response to your request that the ELN Trust execute the
5 Quitclaim Deeds for certain Mississippi property and your correspondence
dated September 8, September 15 and September 16.

6 In support of your request that the ELN Trust execute the Quitclaim
7 Deeds for certain Mississippi property you rely upon an Order from the
8 July 22, 2013, hearing. However, you ignore the fact that the July 22,
9 2013, Order has been superseded by Judge Sullivan's Order from June 4,
10 2014, hearing which makes it clear that he was not inclined to dissolve or
11 modify the injunctions previously issued except as specifically set forth in
the June 4, 2014 Order. Since the properties reference in the Quitclaim
Deeds were not specifically addressed in the June 4, 2014, Order, the
injunction over such properties remain in place. Consequently, your
request violated the June 4, 2014, Order.

12 At the July 22, 2013 hearing, the ELN Trust voiced no objection to the transfer
13 of the Mississippi Property as ordered by the Decree. In fact, the ELN Trust stipulated
14 in Open Court to the execution of two (2) corrected Quitclaim Deeds concerning the
15 Mississippi Property and indicated its willingness to execute two (2) Quitclaim Deeds
16 for the remaining properties which are to be transferred to the LSN Trust by the Court's
17 Decree. Yet now, more than a year later, the ELN Trust has taken the position that this
18 Court's September 6, 2013 Order enjoins the Trust from transferring the property
19 awarded to Lynita. As the sole reason for the September 6, 2013 injunction was to
20 protect Lynita, not to grant the ELN Trust a basis to avoid the ultimate property
21 division called for by the Decree, there is no legitimate basis for the ELN Trust's refusal
22 to complete the aforementioned property transfer.

23 Lynita respectfully requests this Court order Eric, and the ELN Trust, to execute
24 the four (4) quitclaim deeds provided to Mr. Luszeck on September 8, 2014, and to
25 further Order that if any other documents are required to effectuate the transfer of the
26 Mississippi Property to Lynita, that the Eric, and the ELN Trust, cooperate with Lynita's
27 counsel execute the same within 48 hours of presentation.

28 ...

1 7. Wyoming Property Issues – For the duration of this divorce action Lynita
2 has held title to an approximately 200 acre parcel of property located adjacent to
3 Wyoming Downs in Evanston, Wyoming (the “Wyoming Property”). The Decree
4 awarded the Wyoming Property to Lynita.

5 Lynita has recently confirmed that Eric granted “grazing rights” upon her
6 Wyoming Property to Brandon C. Roberts. Despite ownership of the Wyoming
7 Property, neither Lynita nor her counsel have ever been provided any agreements
8 concerning Mr. Roberts use of Lynita’s Wyoming Property. Likewise, Lynita has never
9 received one cent of any income collected under this alleged “grazing rights” agreement.

10 On October 14, 2014, Lynita’s counsel sent Ms. Forsberg and Mr. Luszeck a letter
11 requesting that they provide Lynita with all contracts concerning the Wyoming Property,
12 and an accounting for the Wyoming Property. To date, Lynita no accounting for the
13 Wyoming Property has been received.

14 Lynita respectfully requests that this Court issue an Order requiring Eric, and the
15 ELN Trust, to provide Lynita with all contracts concerning the Wyoming Property and
16 an accounting for the period May 6, 2009 through October 31, 2014, of all income
17 received by Eric and/or the ELN Trust which is attributable to the Wyoming Property
18 within 48 hours of the hearing of this Motion. Further, Lynita requests this Court issue
19 and Order requiring Eric, and the ELN Trust, to pay to Lynita all income received and
20 attributable to the Wyoming Property for the period May 6, 2009 through October 31,
21 2014 (plus statutory interest from May 6, 2009), and setting a due date certain for such
22 payment.

23 8. Attorneys Fees from June 16, 2014 Contempt Finding – On June 16, 2014
24 this Court issued its Minute Order Decision finding seven (7) violations of the Mutual
25 Behavior Order issued in this action. Eric was remanded into custody for seven (7) days.
26 The Minute Order Decision further stated that the “Court will issue a separate Order
27 for Attorney’s Fees and Costs”. On June 3, 2014, Lynita submitted her Memorandum
28 of Fees and Costs associated with the Order to Show Cause proceeding. To date, no

1 Order establishing the amount of the attorneys' fees awarded to Lynita has issued.
2 Lynita respectfully requests that this Court issue its Order regarding the amount of the
3 attorneys' fees awarded to Lynita for the contempt proceeding and further order Eric,
4 and the ELN Trust, to satisfy this award by a date certain.

5 9. Attorneys Fees for the Bringing of this Motion – Lynita has been required
6 to file this Motion to obtain enforcement of the Decree because Eric and the ELN Trust
7 continue to refuse to act in good faith and comply with the terms of the Decree. The
8 continued litigation of this case warrants an award of attorneys' fees and costs to Lynita
9 pursuant to NRS 125.240, which authorizes the Court to enter any order necessary to
10 enforce its own judgments. Based upon the foregoing authority, Lynita requests that the
11 Court issue an Order requiring Eric and the ELN Trust to pay Lynita's actual fees and
12 costs incurred for this Motion and any necessary reply or hearing.

13 As Lynita's actual fees and costs cannot be determined at this time, Lynita
14 respectfully requests permission to submit a Memorandum of Fees and Costs to the
15 Court following the hearing on this Motion. Pursuant to Brunzell v. Golden Gate Nat'l
16 Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969), in awarding reasonable fees and costs
17 to Lynita this Court will need to make specific findings regarding the quality of her
18 advocates, the character of the work done in this Motion, the work actually performed,
19 and the result. To assist the Court in making such findings, Lynita submits that this
20 motion is only necessary as a result of Eric and the ELN Trust's continued avoidance of
21 the Decree. Lynita's lead counsel charges a standard hourly fee of \$550.00 for his
22 services. Associate counsel's hourly fee is \$400.00. Both fees are customary and
23 reasonable in this locality for similarly situated persons and cases and the amount of
24 time spent by counsel in their representation of Lynita in this action. Mr. Dickerson has
25 been practicing law for 38 years, with the last 25 plus years devoted to the practice of
26 family law. He is a former President of the State Bar of Nevada and Clark County Bar
27 Associations and is AV rated both as to skill and ethics. Ms. Provost has been licensed
28 to practice law in Nevada since 2003. She is a Board Certified Family Law Specialist as

1 designated by the State Bar of Nevada and the current Chair of the State Bar of Nevada,
2 Family Law Executive Council. Ms. Provost routinely lectures in various areas of family
3 practice. The Dickerson Law Group is an AV Preeminent rated law firm, the highest
4 level of professional excellence. All attorneys at the firm have extensive litigation
5 experience and a reputation for competency in family law litigation. The rates charged
6 by Lynita's counsel are reasonable, in light of the experience of the law firm and the
7 particular persons involved in this action. These fees are generally in par with those
8 charged in this community.

9 **I. CONCLUSION**

10 More than five (5) years have elapsed since the initiation of this case. During the
11 divorce litigation no orders for temporary support were entered granting to Lynita her
12 share of the community income or income from properties titled in her name. Since the
13 entry of the Decree, Lynita has continued to be denied access to the assets awarded to
14 her in the Decree and the income generated therefrom. Lynita has filed this Motion in
15 an effort to finally receive all that was awarded to her in the Decree.

16 Dated this 13th day of November, 2014.

17 THE DICKERSON LAW GROUP

18
19 By 

20 ROBERT P. DICKERSON, ESQ.
21 Nevada Bar No. 000945
22 KATHERINE L. PROVOST, ESQ.
23 Nevada Bar No. 008414
24 1745 Village Center Circle
25 Las Vegas, Nevada 89134
26 Attorneys for LYNITA SUE NELSON
27
28

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1. I am over the age of 18 years. I am the Defendant in this action. I have personal knowledge of the facts contained herein, and I am competent to testify thereto.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

LYNTIA NELSON

EXHIBIT 4

EXHIBIT 4

COPY

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Alvin L. Shuman

CLERK OF THE COURT

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

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC L. NELSON,
Plaintiff/Counterdefendant,

v.

LYNITA SUE NELSON,
Defendant/Counterclaimant.

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

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

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

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

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

v.

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

5 Purported Cross-Defendant and
6 Counterdefendant,

7 LYNITA SUE NELSON,

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

10 v.

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

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

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

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

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

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

6 2. That the Court Amend or Alter its June 3, 2013 Decree of Divorce to
7 Order Eric and/or Lana Martin, in her capacity as the individual delegated by Eric to
8 “defend, maintain and pursue any and all actions on behalf of the Eric L. Nelson
9 Nevada Trust dated May 30, 2001 in relation to such claims” as set forth in the
10 document entitled “Delegation of Lana A. Martin” dated August 19, 2011¹ to execute
11 the correction Warranty Deeds attached as **Exhibit B** to this Motion within ten (10)
12 days of presentation;

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

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

27
28

¹ Intervenor’s Trial Exhibit 165.

5. That the Court Amend or Alter its June 3, 2013 Decree of Divorce and enter an Order for Declaratory Relief, specifically declaring that Eric and Lynita, through their respective trusts, each holds a 50% membership interest in Dynasty Development Management, LLC, and all of its holdings, including the horse racing track and RV park which was purchased by the ELN Trust through Dynasty Development Management, LLC² during the course of this divorce action from Wyoming Racing, LLC for \$440,000.00, OR ALTERNATIVELY, to re-open this case and permit discovery concerning the transaction involving Dynasty Development Management, LLC, Wyoming Racing, LLC, and the purchase an interest in Wyoming Racing, LLC a horse racing track and RV park for \$440,000.00 which occurred in or about January 2013, as well as the current status of this asset, so that a separate trial date can be set to make a determination as to the disposition of this asset.

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

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

DATED this 17th day of June, 2013.

THE DICKERSON LAW GROUP

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

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

1 NOTICE OF MOTION

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

7 DATED this 17th day of June, 2013.

8 THE DICKERSON LAW GROUP

9
10 By 

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

18 MEMORANDUM OF POINTS AND AUTHORITIES

19 I. STATEMENT OF FACTS

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

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

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

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

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

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

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

28 ⁵ Decree at page 20, lines 7-9.

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

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

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

14 II. LEGAL ARGUMENT

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

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

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

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

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

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

3 **A. Mississippi Properties**

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

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

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

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

4 **B. Banone Properties**

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

16 This Court awarded the Banone, LLC properties to Lynita and issued a specific
17 finding that "in order to avoid the ELN Trust from being unjustly enriched . . . the
18 LSN Trust should be awarded the Banone, LLC properties held by ELN Trust with a
19 comparable value of \$1,184,236". To prevent this Court's award to Lynita from being
20 illusory, the Decree will need to be amended and altered to award Lynita an
21 additional \$151,166 in cash or other assets. Lynita suggests the simplest manner of
22 doing so would be to award her an additional \$151,166 from the approximate
23 \$500,000 in cash awarded to Eric from the \$1,568,000 previously held in trust by
24 David Stephens, Esq. Alternately, this Court could award Lynita other income
25 producing assets⁶.

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

1 C. Wyoming Downs

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

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

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

6 D. Attorney Fees

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

14 III. CONCLUSION

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

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

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

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

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

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

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

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

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

DATED this 17th day of June, 2013.

THE DICKERSON LAW GROUP

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

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

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

3. I have prepared the Motion and swear, to the best of my knowledge, that the facts as set forth therein are true and accurate, save and except any fact stated upon information and belief, and as to such facts I believe them to be true. I hereby reaffirm said facts as if set forth fully herein to the extent that they are not recited herein. If called upon by this Court, I will testify as to my personal knowledge of the truth and accuracy of the statements contained therein.

FURTHER DECLARANT SAYETH NAUGHT.


KATHERINE L. PROVOST, ESQ.

1 0001

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3
4
5 DISTRICT COURT
6 CLARK COUNTY, NEVADA
7

8 ERIC L. NELSON

9 Plaintiff(s),

CASE NO. D411537

10 -VS-

DEPT. NO. O

11 LYNITA SUE NELSON

12 Defendant(s).

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

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

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

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

NOTICE:

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

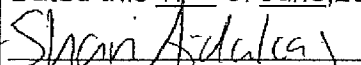
Mark correct answer with an "X."

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

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

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

Dated this 17th of June, 2013


Printed Name of Preparer



Signature of Preparer

Exhibit “A”

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit “B”

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

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

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

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

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

CORRECTED QUITCLAIM DEED

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

[SEE EXHIBIT "A" ATTACHED]

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

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

Witness my signature, this the ____ day of _____, 2013.

DYNASTY, INC.

Eric L. Nelson

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

CORRECTED QUITCLAIM DEED

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

[SEE EXHIBIT "A" ATTACHED]

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

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

Witness my signature, this the ____ day of _____, 2013.

DYNASTY, INC.

Eric L. Nelson
Title: _____

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

CORRECTED GRANT, BARGAIN, SALE DEED

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

[SEE EXHIBIT "A" ATTACHED]

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

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

Witness my signature, this the ____ day of _____, 2013.

DYNASTY LIMITED

By: _____
Eric L. Nelson
Title: _____

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Prepared By & Return To:
Jeff Neff B. Blum MSB#100466
2909 13th Street - Suite 601
Gulfport, MS 39501
Ph 228-868-1111
File No.: 2809.0001

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

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

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

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

CORRECTED GRANT, BARGAIN, SALE DEED

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

[SEE EXHIBIT "A" ATTACHED]

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

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

Witness my signature, this the ____ day of _____, 2013.

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

Eric L. Nelson, Trustee

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"

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

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

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

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

EXHIBIT “C”




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Wyoming Downs Looks to Reopen in 2014

Following Wyoming legislation, Wyoming Downs looks to reopen.

Edited Press Release

March 1, 2013



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

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

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

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

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

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

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

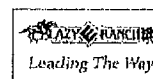
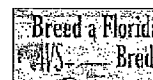
"I want to extend a special thank you to Governor Matt Meade; HB25 sponsors Senator John Schiffer and House Representative Sue Wallis," he concluded. "And, thank you to all of those who joined as a united group to support the revitalization of the Wyoming horse industry: legislators, Charlie Moore, Executive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

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Races possible at Wyoming Downs in 2014

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

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

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

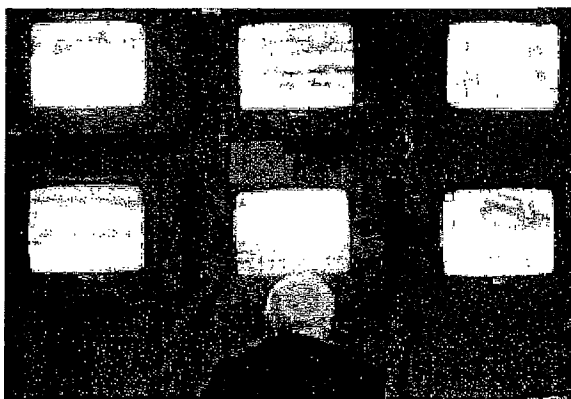
Nelson said current plans include 16 racing dates in summer 2014 and the reopening of off-track betting throughout Wyoming. He said this will help bring jobs, higher purses, and a more robust bottom line. House Bill 25 permits equipment that allows wagering on past horse performances.

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

By Deborah Demander, KNYN/KADQ News Director

**GAMBLING**

Wyoming horse racing industry expects boost from historic wagering



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

by Steve Luhm | The Salt Lake Tribune
First Published Mar 09 2013 04:38 pm
Last Updated Mar 09 2013 11:42 pm

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



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

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

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

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

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

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

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

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

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

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

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

Think of it as casino horse racing.

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

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

How profound?

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

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

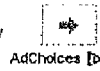
gislators is to see an increase in live racing. That's what I'm dedicated to do."

tah horsemen have already noticed.

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

uhm@sltrib.com

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Comments

EXHIBIT 3

EXHIBIT 3

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.: 0
Electronically Filed
06/03/2013 01:35:50 PM


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

FRANK R. SULLIVAN
DISTRICT JUDGE

FAMILY DIVISION, DEPT. 0
LAS VEGAS NV 89101

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

4 THE COURT HEREBY FINDS that it has jurisdiction in the premises, both as to the
5 subject matter thereof and as the parties thereto, pursuant to NRS 125.010 et seq.
6

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

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

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

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

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

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

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

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

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

9 THE COURT FURTHER FINDS that, pursuant to NRS 123.080 and NRS 123.220(1),
10 the Separate Property Agreement entered into by the parties on July 13, 1993, was a valid
11 Agreement.
12

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 ...

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² NRS 166.170(1)

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2 THE COURT FURTHER FINDS that, due to Mrs. Nelson's complete faith in and total
3 support of her husband, Mr. Nelson had unfettered access to the LSN Trust to regularly transfer
4 assets from the LSN Trust to the ELN Trust to infuse cash and other assets to fund its gaming
5 and other risky investment ventures.
6

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

10 THE COURT FURTHER FINDS that during the first phase of trial held in August
11 2010, Mr. Nelson was questioned ad nauseam by both his former attorney, Mr. James
12 Jimmerson, and by Mrs. Nelson's attorney, Mr. Dickerson, about his role as the primary wage
13 earner for the family.
14

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

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

20 THE COURT FURTHER FINDS that upon further direct examination, when asked why
21 the ELN and LSN Trusts were created, Mr. Nelson responded:
22

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

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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.

...

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

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

8
9 THE COURT FURTHER FINDS that the Minutes from a Trust Meeting, dated
10 November 20, 2004, reflected that all Mississippi property and Las Vegas property owned by
11 the ELN Trust was transferred to the LSN trust as final payment on the 2002 loans from the
12 LSN to the ELN Trust and to "*level off the trusts*" (emphasis added).

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

16
17 *Fiduciary Duty*

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

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

26 ...

27 ...

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

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

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

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

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

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

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

9 See, NRS 163.5557 (emphasis added).

10 THE COURT FURTHER FINDS that Mr. Nelson continuously testified as to his role

11 as the investment trustee for both trusts, specifically testifying during cross examination on

12 September 1, 2010, as follows:

13 Q. Now you're the one that put title to those parcels

14 that we've talked about in the name of Dynasty, Bal Harbor,

15 Emerald Bay, Bay Harbor Beach Resorts and (indiscernible)

16 Financial Partnerships. Is that correct?

17 A. I believe so, yes.

18 Q. And you're the one that also put title in the name

19 of -- all the remaining lots in the name of LSN Nevada Trust.

20 Is that true?

21 A. Yes, sir.

22 THE COURT FURTHER FINDS that during his September 1st cross-examination, Mr.

23 Nelson also testified as to the assets located in Mississippi as follows:

24 Q. The height of the market was 18 months ago according

25 to your testimony?

26 A. No, no. But I'm just saying we could have -- the

27 this lawsuit's been pending for a while, sir. We did these

28 deeds mistake -- if you can -- if you reference back to it, it

shows -- shows Dynas -- it's my --

Q. Exhibit -- the Exhibit for the --

A. -- company. It shows Eric Nelson. That's my

company. We put them into Lynita's for community protection,

and she would not cooperate.

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2
3 Q. You put them --

4 A. Yes, sir.

5 Q. -- into Lynita's?

6 A. Yes, sir --

7 Q. All right. Sir --

8 A. -- for *co -- unity wealth* (emphasis added).
9

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

15 THE COURT FURTHER FINDS that the testimony of both parties clearly shows that,
16 pursuant to NRS 163.5557(2)(c), Mrs. Nelson delegated the duties of investment trustee to her
17 husband, Mr. Nelson.
18

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

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

28 ³ NRS 163.554.

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

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

5 *Constructive Trust*
6

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

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

16 THE COURT FURTHER FINDS that the Nevada Supreme Court has held that a
17 constructive trust is proper when "(1) a confidential relationship exists between the parties; (2)
18 retention of legal title by the holder thereof against another would be inequitable; and (3) the
19 existence of such a trust is essential to the effectuation of justice." *Locken v. Locken*, 98 Nev.
20 369, 372 (1982).
21

22 THE COURT FURTHER FINDS that in *Locken*, the Nevada Supreme Court found that
23 an oral agreement bound a son to convey land to his father, as the father was to make certain
24 improvements to the land. The Court found that even though the father completed an affidavit
25 claiming no interest in the land, this act did not preclude him from enforcing the oral
26 agreement. *Id.*, at 373.
27
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2 THE COURT FURTHER FINDS that the *Locken* court found that the imposition of a
3 constructive trust does not violate the statute of frauds as NRS 111.025 states:

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

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

15 See, NRS 111.025 (Emphasis added).

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

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

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

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

6 THE COURT FURTHER FINDS that Mrs. Nelson, as a faithful and supporting spouse
7 of thirty years, had no reason to question Mr. Nelson regarding the true nature of the assets that
8 he transferred from the LSN Trust to the ELN Trust.
9

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

14 THE COURT FURTHER FINDS that in *DeLee*, the party seeking the imposition of the
15 constructive trust made no immediate demands because he knew that his debtors would lay
16 claim to the property. The court found that a constructive trust was not warranted because the
17 creation of the trust was not necessary to effectuate justice. *Id.*, at 1457.
18

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

23 THE COURT FURTHER FINDS that while Mr. Nelson acted as the investment trustee
24 for both the ELN and LSN Trust respectively, the properties never effectively left the
25 community. Consequently, Mrs. Nelson never thought that she needed to recover the
26 properties on behalf of the LSN Trust. Mrs. Nelson was not advised that she was not entitled to
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1
2 the benefit of the assets transferred from the LSN Trust to the ELN Trust under the direction of
3 Mr. Nelson until the ELN Trust joined the case as a necessary party.

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

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

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

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

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

⁶ Defendant's Exhibit GGGGG

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

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

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

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

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

26 . . .

27 ⁷ Defendant's Exhibit UUUU

⁸ Id.

⁹ Defendant's Exhibit GGGG.

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

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

14 THE COURT FURTHER FINDS that on March 22, 2007, a 50% interest in the Lindell
15 property was transferred to the ELN Trust at the direction of Mr. Nelson without any
16 compensation to the LSN Trust. Review of the Grant, Bargain, Sale Deed allegedly executed
17 by Mrs. Nelson on said date clearly reflects a signature not consistent with Mrs. Nelson's
18 signature when compared to the numerous documents signed by Mrs. Nelson and submitted to
19 this Court. As such, the validity of the transfer of the 50% interest of the LSN Trust to the ELN
20 Trust is seriously questioned.¹⁰
21

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

28 ¹⁰ Defendant's Exhibit PPPP.

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

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

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

14 *Unjust Enrichment*

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

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

26 ...

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28

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

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

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

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

18 THE COURT FURTHER FINDS that Mr. Nelson created Banone, LLC on November
19 15, 2007, the same year that he sold High Country Inn.¹⁴ The Operating Agreement lists the
20 ELN Trust as the Initial Sole Member of the company, meaning that Banone, LLC is an asset
21 of the ELN Trust and that all benefits received from the managing of this company are
22 conferred to Mr. Nelson, as beneficiary of the ELN Trust.
23
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27 ¹² On January 24, 2007, Uinta Title & Insurance wired proceeds in the total amount of \$1,947,153.37 (\$1,240,000
28 for High Country Inn and \$760,000 for the Off Track Betting Rights) to the ELN Trust's bank account.

¹³ Defendant's Exhibit NNNN.

¹⁴ Plaintiff's Exhibit 10K.

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

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

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

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

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

26 ...

27 ...

28

¹⁵ Defendant's Exhibit GGGGG.

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

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

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

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

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

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

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

11
12 THE COURT FURTHER FINDS that the transfers from the LSN Trust to the ELN
13 Trust regarding the Tierra del Sol property, the Tropicana/Albertson property and the
14 Brianhead cabin all financially benefitted the ELN Trust to the financial detriment of the LSN
15 Trust.

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

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

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

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

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

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

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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.

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2 THE COURT FURTHER FINDS that due to Mr. Nelson's willful and deliberate
3 violation of the JPI, the Bella Kathryn property will be valued at its "costs" in the amount of
4 \$1,839,495 and not at its appraised value of \$925,000 as a sanction for Mr. Nelson's
5 contemptuous behavior.
6

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

17 THE COURT FURTHER FINDS that Mr. Gerety has maintained a financially
18 beneficial relationship with Mr. Nelson dating back to 1998. This relationship, which has netted
19 Mr. Gerety many thousands of dollars in the past and is likely to continue to do so in the future,
20 calls in question his impartiality.
21

22 THE COURT FURTHER FINDS that while Mr. Gerety submitted documentation
23 allegedly outlining every transaction made by the ELN Trust from its inception through
24 September 2011, and "tracing" the source of funds used to establish Banone, LLC, this Court
25 found that Mr. Gerety's testimony was not reliable, and, as such, the Court found it to be of
26 little probative value.
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¹⁸ Intervenor's Exhibit 168.

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

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

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

14 *Lack of Trust Formalities*

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

21 THE COURT FURTHER FINDS that Attorney Burr testified that on February 22,
22 2007, at Mr. Nelson's request, he removed Mr. Nelson's employee, Lana Martin, as
23 Distribution Trustee of both the ELN Trust and the LSN Trust and appointed Mr. Nelson's
24 sister, Nola Harber, as the new Distribution Trustee for both trusts. Attorney Burr further
25 testified that he did not provide Ms. Martin with ten days notice as specified in the trusts
26 documents. In June 2011, at Mr. Nelson's request, Attorney Burr once again replaced the
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2 Distribution Trustee for the ELN Trust, without providing ten days notice, by replacing Nola
3 Harber with Lana Martin.

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

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

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

22 THE COURT FURTHER FINDS that while the ELN Trust produced multiple Minutes
23 of alleged meetings; this Court seriously questions the authenticity of the submitted
24 documentation. Specifically, several of the Minutes were unsigned, the authenticity of the
25 signatures reflected on some of the Minutes were questionable, and several of the Minutes
26 reflected that the meetings were held at the office of Attorney Burr while the testimony clearly
27 established that no such meetings ever occurred at his law office.
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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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2 THE COURT FURTHER FINDS that Mr. Bertsch's report addresses several
3 unsupported liabilities alleged by Mr. Nelson. Specifically, Mr. Nelson reported a contingent
4 liability attached to the property located in the Mississippi Bay, however, no value was given to
5 the liability.¹⁹
6

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

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

13 THE COURT FURTHER FINDS that the only verified liability is the loan attached to
14 Wyoming Downs. As mentioned above, Mr. Nelson, via Dynasty Development Group,
15 purchased Wyoming Downs in December 2011 for \$440,000 and subsequently obtained a loan
16 against the property.
17

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

21 *Community Waste*
22

23 THE COURT FURTHER FINDS that the Nevada Supreme Court case of *Lofgren v.*
24 *Lofgren* addressed community waste and found that the husband wasted community funds by
25 making transfers/payments to family members, using the funds to improve the husband's home
26 and using the funds to furnish his new home. *Lofgren v. Lofgren*, 112 Nev. 1282, 1284 (1996).
27

28 ¹⁹ Defendant's Exhibit GGGGG.

²⁰ Id.

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

8 THE COURT FURTHER FINDS that transfers to Mr. Nelson's family members appear
9 to have been part of Mr. Nelson's regular business practices during the course of the marriage
10 and that Mrs. Nelson has always been aware of this practice and never questioned such
11 transfers prior to the initiation of these proceedings.
12

13 THE COURT FURTHER FINDS that Mrs. Nelson failed to establish that the transfers
14 to Mr. Nelson's family members constituted waste upon the community estate.
15

16 THE COURT FURTHER FINDS that as to Mr. Nelson's purchase, improvement and
17 furnishing of the Bella Kathryn residence via the ELN Trust, the ELN Trust and Mr. Nelson are
18 being sanctioned by this Court by valuing such property at "costs" in the amount of \$1,839,495
19 instead of at its appraised value of \$925,000, and, accordingly, it would be unjust for this Court
20 to further consider the Bella Kathryn property under a claim of community waste.
21

22 *Child Support*
23

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10
11 *Spousal Support*

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

13 1. In granting a divorce, the court:

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

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

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

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

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

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

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

24 THE COURT FURTHER FINDS that the repurchase of Wyoming Downs by Mr.
25 Nelson via Dynasty Development Group and his ability to immediately obtain a loan against
26 the property to pull out about \$300,000 in equity, clearly evidences Mr. Nelson's formidable
27 and accomplished business acumen and ability to generate substantial funds through his
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2 investment talents. This type of transaction is not atypical for Mr. Nelson and demonstrates his
3 extraordinary ability, which was developed and honed during the couple's marriage, to evaluate
4 and maximize business opportunities and will ensure that he is always able to support himself,
5 unlike Mrs. Nelson.

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

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

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

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

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

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

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

13 THE COURT FURTHER FINDS that, as addressed hereinbefore, the ELN Trust moved
14 this Court to dissolve the injunction regarding the \$1,568,000 because it "has an opportunity to
15 purchase Wyoming Racing LLC, a horse racing track and RV park, for \$440,000.00; however,
16 the ELN will be unable to do so unless the Injunction is dissolved."
17

18 THE COURT FURTHER FINDS that despite the representation to the Court that the
19 injunction needed to be dissolved so that the ELN Trust would be able to purchase Wyoming
20 Downs, less than a month after the hearing, the ELN Trust, with Mr. Nelson serving as the
21 investment trustee, completed the purchase of Wyoming Downs. This leads this Court to
22 believe that Mr. Nelson was less than truthful about the extent and nature of the funds available
23 in the ELN Trust and such conduct on the part of Mr. Nelson raises serious concerns about the
24 actions that Mr. Nelson will take to preclude Mrs. Nelson from receiving periodic spousal
25 support payments.
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2 THE COURT FURTHER FINDS that Mr. Nelson alleged numerous debts and
3 liabilities worth millions of dollars, but forensic accountant, Mr. Bertsch, found that these
4 alleged debts and liabilities were based solely on threats and speculations.

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

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

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

21 THE COURT FURTHER FINDS that the ELN Trust should be required to issue a
22 distribution from the \$1,568,000 reflected in the account of Dynasty Development Group, LLC,
23 and currently held in a blocked trust account pursuant to this Court's injunction, to satisfy Mr.
24 Nelson's lump sum spousal support obligation and to satisfy his child support arrearages
25 obligation.
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2 THE COURT FURTHER FINDS that Mr. Nelson argues that Dynasty Development
3 Group, LLC, is 100% held by the ELN Trust, and, therefore, he has no interest in Dynasty nor
4 the funds reflected in the Dynasty account as all legal interest rests with the ELN Trust.²³

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

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

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

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

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

24 ...

25 ...

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27
28 ²³ NRS 166.130

²⁴ Restatement (Third) of Trust § 59 (2003).

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

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

14
15 THE COURT FURTHER FINDS that there is a strong public policy argument in favor
16 of subjecting the interest of the beneficiary of a trust to a claim for spousal support and child
17 support, and, as such, Mr. Nelson's beneficiary interest in the ELN Trust should be subjected to
18 Mrs. Nelson award of spousal support and child support.

19
20 *Attorney's Fees*

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

25
26
27 ²⁵ Id at 301.

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

28 ²⁷ Id at 301.

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

4 THE COURT FURTHER FINDS that Mr. Nelson did not request that the ELN Trust
5 move to be added as a necessary party to these proceedings until almost two years after
6 initiating this action and following the initial six days of trial. It is apparent to this Court that
7 Mr. Nelson was not satisfied with the tenor of the courts preliminary "findings" in that it was
8 not inclined to grant his requested relief, and, consequently, decided to pursue a "second bite at
9 the apple" by requesting that the ELN Trust pursue being added as a necessary party.
10

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

15 THE COURT FURTHER FINDS that Mr. Nelson's position that he had a conflict of
16 interest which prevented him from exercising his authority to institute legal action on behalf of
17 the ELN Trust was not credible as he had appeared before this Court on numerous occasions
18 regarding community waste issues and the transfer of assets from the ELN Trust and the LSN
19 Trust and had never raised an issue as to a conflict of interest.
20

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

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

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

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

25 ...

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

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

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

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

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

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

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²⁸ *Supra*, note 6.

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

4 ***Conclusion***

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

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

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

15
16 IT IS FURTHER ORDERED that the 66.67% interest in the Russell Road property
17 (\$4,333,550) and the 66.67% interest in the \$295,000 note/deed for rents and taxes (\$196,677)
18 currently held by the ELN Trust, shall be equally divided between the ELN Trust and the LSN
19 Trust.

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

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

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

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

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

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28
FRANK R. SULLIVAN
DISTRICT JUDGE

FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

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

6 IT IS FURTHER ORDERED that the injunction regarding the \$1,568,000 reflected in
7 the account of Dynasty Development Group, LLC, ("Dynasty Buyout") and currently held in a
8 blocked trust account, is hereby dissolved.
9

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

14 IT IS FURTHER ORDERED that Mrs. Nelson is awarded child support arrears in the
15 amount of \$87,775 and that the ELN Trust shall use the distribution of the \$1,568,000, herein
16 awarded to the ELN Trust, to pay off the child support arrears awarded to Mrs. Nelson via a
17 lump sum payment within 30 days of issuance of this Decree.
18

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

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

26
27 ²⁹ Defendant's Exhibit GGGGG.

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

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

5 Dated this 3rd day of June, 2013.

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8 Honorable Frank P. Sullivan
9 District Court Judge – Dept. O
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FRANK R. SULLIVAN
DISTRICT JUDGE

FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

EXHIBIT 2

EXHIBIT 2

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.

CASE NO.: D-09-411537-D
DEPT. NO.: O
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CLERK OF THE COURT

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

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

1
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 THE COURT FURTHER FINDS that on September 18, 2014, this Court entered an
17 Order instructing the ELN Trust to transfer the Lindell Property and the Banone, LLC,
18 properties to the Lynita Sue Nelson (LSN) Trust.

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

22 THE COURT FURTHER FINDS that the June 4, 2014 Order also entitled Ms. Nelson
23 to the income from the Lindell and Banone properties from the date of the Decree (June 3,
24 2013) to present.

1
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
15 THE COURT FURTHER FINDS that the property was vacated in July of 2014 and that
16 the \$500.00 Security Deposit was returned to the Tenant.

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.

24
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.

1
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.
28

1
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
17

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.
28

1
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

6
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.

1
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

12 THE COURT FURTHER FINDS that considering the fact that the Heather Ridge
13 property has been awarded to Ms. Nelson and the LSN Trust, and that Mr. Nelson's lowering
14 of the rent to \$700.00 per month appears to simply be a pretext to give his nephew, Mr. Liu, a
15 property interest below the market value, Mr. Nelson and the ELN Trust should be required to
16 pay Ms. Nelson and the LSN Trust the amount of \$166.00 per month ($\$866.00 - \$700.00 =$
17 $\$166.00$) from April 1, 2014 throughout the duration of the lease, with such payments due on
18 the 5th of each month.
19

20 Banone LLC Net Profits

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

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
27
28

1
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

22 THE COURT FURTHER FINDS that the maintenance wages expense in the amount of
23 \$28,575.00 is excessive considering the fact that such claimed payments to Lance Liu, Mr.
24 Nelson's nephew, reflect 75% of the total gross wages on Mr. Nelson and ELN's business
25 General Ledger.
26
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1
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, 2013 through June 30, 2014.
27
28

1
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
7 THE COURT FURTHER FINDS that the Divorce Decree made it clear that Mr. Nelson
8 would be responsible for the payment of Carli Nelson's medical insurance premiums.

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.

1
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 THIS COURT FURTHER FINDS that prior to Divorce, Mr. and Ms. Nelson each held
6 a 50% interest in the Lindell Property and that Ms. Nelson was awarded 100% interest in the
7 property by the Divorce Decree of June 3, 2013.

8
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.

1
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 THE COURT FURTHER FINDS that since this Court had considered the non-payment
23 of rent in its determination to award Ms. Nelson and the LSN Trust 100% interest in the Lindell
24 property, it would be inequitable to require Mr. Nelson and the ELN Trust to pay rent for the
25 period in question.
26
27
28

1
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.

17
18
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.
25
26
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1
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.

1
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.
27
28

1
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

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

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.
28

1
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.
28

1
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.
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 \$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 IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall provide Ms.
21 Nelson and the LSN Trust with a copy of the original Lease Agreement between the Silver
22 Slipper Casino and Bay Resorts, LLC, for the use of the Mississippi RV Park.

23
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.

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.

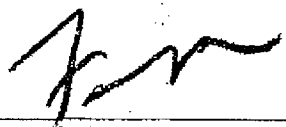
5 IT IS FURTHER ORDERED that a Subpoena Duces Tecum shall issue directing the
6 production of any and all documentation concerning any compensation that Brandon C.
7 Roberts or any other party has paid to Mr. Nelson and/or the ELN Trust for the grazing rights
8 of Ms. Nelson and the LSN Trust's Wyoming 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 
28 Honorable Frank P. Sullivan
District Court Judge - Dept. O

FRANK R. SULLIVAN
DISTRICT JUDGE

FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

EXHIBIT 1

EXHIBIT 1


CLERK OF THE COURT

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

8 EIGHTH JUDICIAL DISTRICT COURT
9 FAMILY DIVISION

10 CLARK COUNTY, NEVADA

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

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

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

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

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

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

25 Counterclaimant and Crossclaimant,
26 v.

27 LYNITA SUE NELSON and ERIC
28 NELSON,

Purported Cross-Defendant and
Counterdefendant,

1 LYNITA SUE NELSON,
2 Counterclaimant, Cross-Claimant,
3 and/or Third Party Plaintiff,

4 v.

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

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

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

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

27 ...

28 ...

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

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

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

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

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

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

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

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

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

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

21 Accordingly, and for good cause appearing therefor,

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

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

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

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

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

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

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

27 ...

28 ...

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

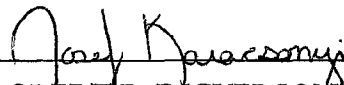
4 DATED this 16 day of September, 2014.

5
6 
DISTRICT COURT JUDGE

7 FRANK P. SULLIVAN

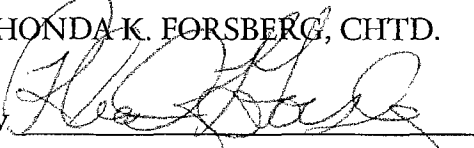
8 Submitted by:

9 THE DICKERSON LAW GROUP

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

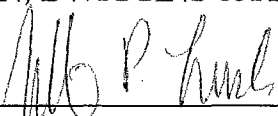
Approved as to Form and Content:

RHONDA K. FORSBERG, CHTD.

18 By 
19 RHONDA K. FORSBERG, ESQ.
20 Nevada Bar No. 009557
21 64 N. Pecos Road #800
22 Henderson, Nevada 89074
23 Attorneys for Plaintiff

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

17 SOLOMON, DWIGGINS & FREER LTD.

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

26
27
28
Distribution - trustee of the

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
Aug 10 2015 02:50 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

Consolidated With:
Supreme Court Case No. 68292

24 **OPPOSITION TO RESPONDENT/CROSS-APPELLANT, LYNITA SUE**
25 **NELSON'S, MOTION FOR CLARIFICATION OF THE ORDER**
26 **CONSOLIDATING APPEALS AND GRANTING STAY CONDITIONS UPON**
27 **POSTING OF BOND, TO DISSOLVE STAY OF PROCEEDINGS AND**
28 **ORDERS NOT SUBJECT TO APPEAL, TO ALLOW FOR PROTECTION**
29 **AGAINST HARASSMENT AND DOMESTIC VIOLENCE, AND TO FULLY**
30 **DEFINE THE AMOUNT OF BOND**

31 **SOLOMON DWIGGINS & FREER, LTD.**

32 MARK A. SOLOMON, ESQ., NSB 0418

33 JEFFREY P. LUSZECK, ESQ., NSB 9619

34 9060 W. Cheyenne Avenue

35 Las Vegas, Nevada 89129

36 Telephone: (702) 853-5483

37 Facsimile: (702) 853-5485

38 Attorneys for Matt Klabacka as Distribution Trustee
39 of the ELN Nevada Trust

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

1 The Motion for Clarification should also be denied because it seeks the
2 enforcement of the District Court's Findings of Fact and Order dated June 8, 2015
3 (hereinafter referred to as "6/8/15 Order"), a copy of which is attached hereto as
4 **Exhibit 2**, which the District Court lacked jurisdiction to enter in the first place as the
5 issues ruled upon were previously pending before this Court. Specifically, the 6/8/15
6 Order had the effect of modifying the Divorce Decree, which the ELN Trust appealed
7 in or around October 2014.
8

9
10 For these reasons, and those set forth below, the Motion for Clarification should be
11 denied in its entirety.

12 **II. STATEMENT OF FACTS**

13
14 On June 3, 2013, the District Court issued its Divorce Decree, wherein it found
15 that both the ELN Trust and LSN Trust were "established as a self-settled spendthrift
16 trust in accordance with NRS 166.020," and that the ELN Trust was funded with assets
17 that were previously owned by a separate property trust that had been established by
18 Eric in or around 1993, *see Exhibit 3* at 4:16-17, and the LSN Trust was funded with
19 assets that were previously owned by a separate property trust that had been established
20 by Lynita in or around 1993. *See id.* at 5:2-3. The separate property in each trust arose
21 from a Separate Property Agreement which the District Court found to be valid. *See id.*
22 at 3:9-11.
23

24
25 Although the District Court recognized that the Nevada State Legislature
26 "approved the creation of spendthrift trusts in 1999 and it is certainly not the purpose of
27
28

1 this Court to challenge the merits of spendthrift trusts,” *see id.* at 5:13-14, and ordered
2 that the ELN Trust and LSN Trust would remain intact, *see id.* at 44: 9-17, the District
3 Court treated the assets owned by the Trusts as community property (even though each
4 Trust was funded with Eric or Lynita’s separate property and none of the Trusts’ assets
5 are Eric or Lynita’s community or separate property), and proceeded to “equalize” the
6 Trusts.
7

8
9 The District Court transferred approximately four million dollar worth of income
10 producing assets from the ELN Trust to the LSN Trust to “equalize” the Trusts so that
11 the ELN Trust would possess \$8,783,487.50 in assets and the LSN Trust would possess
12 \$8,785,988.50 in assets. *See id.* at 47:2-26.
13

14 The Divorce Decree, with the exception for the disposition of property known as
15 Wyoming Downs, made it clear that it disposed of any and all claims and/or issues
16 between the ELN Trust and LSN Trust. *See id.* at 46:2-3.
17

18 Lynita conceded in June 2013 that the issues stemming from the rent collected by
19 the ELN Trust from 2009 through June 2013 were fully adjudicated.¹ The issues
20 pertaining to Wyoming Downs were resolved on or around September 22, 2014.
21 Moreover, an appeal from the Divorce Decree and order regarding Wyoming Downs
22 was filed on October 20, 2014.
23
24

25 ¹ Indeed, in her Motion to Amend or Alter Judgment filed on June 17, 2013, Lynita stated
26 the: “[m]otion [was] brought to ensure clarity of this Court’s property division, to allow the
27 parties to begin to effectuate the transfer of assets as ordered by the Court, and to dispose of the
last remaining asset not addressed by the Decree.”. *See Exhibit 4.* (Emphasis Added).
28

1 Notwithstanding, on or around on November 13, 2014, after the ELN Trust had filed
2 appealed the Divorce Decree, Lynita filed a Motion to Enforce the Divorce Decree, *see* **Exhibit**
3 **5** (without the exhibits mentioned therein), wherein she requested, in part, that the District
4 Court order the ELN Trust to repay the LSN Trust for rents collected from certain properties
5 (the Arnold Property and Mississippi RV Park) from 2009. Simply put, the Motion thus sought
6 not to merely enforce the LSN Trusts rights under the Divorce Decree but to re-litigate
7 preexisting claims which were adjudicated in the Divorce Decree.
8

9 Despite the fact that the District Court was divested of jurisdiction to review issues
10 pending before this Court, it conducted a hearing on Lynita's Motion to Enforce and
11 entered an order on the same on June 8, 2015.
12

13 On June 18, 2015, Lynita's Counsel sent correspondence to Counsel for the ELN
14 Trust identifying the amount of money due and owing under the District Court's
15 Findings of Fact and Order dated June 8, 2015, a copy of which is attached hereto as
16 **Exhibit 6**. Specifically, Lynita contended that the ELN Trust was required to make an
17 immediate payment in the amount of \$2,988.00 and a payment in the amount of
18 \$405,230.53 no later than 5:00 p.m. on or before July 10, 2015, for a total of
19 \$408,593.53. *See id.* In so doing, Lynita included the interest that she believed was due
20 and owing. Lynita's interest calculation has not been verified by the ELN Trust, and as
21 such, the ELN Trust does not concede that said interest calculation is accurate.
22
23
24

25 In light of the entry of the 6/8/15 Order, the ELN Trust was forced to file another
26 appeal, and requested that this Court stay the entire District Court proceeding.
27
28

1 On July 8, 2015, this Court stayed District Court Case No. D-09-411537-D upon
2 the posting of a bond: “[a]ll proceedings in the district court case no. D-09-411537-D
3 shall be stayed pending further order of this court.” *See* Order Granting Stay.
4

5 Pursuant to this Court’s Order Granting Stay, the ELN Trust filed a Supersedeas
6 Bond in the amount of \$408,593.53 on July 23, 2015, with the Clark County District
7 Court, and a Notice of Filing of Supersedeas Bond was filed with this Court on July 28,
8 2015.
9

10 **III. LEGAL ANALYSIS**

11 A. Lynita’s Motion For Clarification Should Be Denied Because Said Motion Is 12 Akin To A Petition For Rehearing And/Or Reconsideration, And She Failed 13 To Comply With NRAP 40.

14 Lynita’s Motion for Clarification should be denied because she failed to comply
15 with NRAP 40(a)(2), specifically, the requirement to “briefly and with particularity the
16 points of law or fact that the petition believes the court has overlooked or
17 misapprehended and shall contain such argument in support of the petition as the
18 petitioners desires to present.” Indeed, Lynita’s Motion for Clarification seeks to
19 mislead this Court into believing that the issues raised therein have never been briefed;
20 however, a simple review of the Response to Petitioner’s Emergency Motion to Stay
21 Proceedings makes it clear that the majority of Lynita’s arguments have already been briefed
22 and denied.
23
24

25 For example, and by no means of limitation, Lynita’s request to evict the ELN Trust from
26 the Lindell Building contains the exact same arguments she made in her Response to
27 Petitioner’s Emergency Motion to Stay Proceedings. *Cf.* Motion for Clarification at 7:22-8:19
28

1 with Response to Petitioner's Emergency Motion to Stay Proceedings at 8:24-9:10.
2 Notwithstanding, she has failed to highlight this fact in her Motion for Clarification and has
3 certain failed to identify the facts that she believes this Court has "overlooked or
4 misapprehended." Further, Lynita's argument regarding the issuance of a supersedeas bond
5 was also already adjudicated and addressed, *cf.* Motion for Clarification at 8:20-10:10 with
6 Response to Petitioner's Emergency Motion to Stay Proceedings at 10:5-18. In light of the
7 foregoing, the Motion for Clarification should be denied in its entirety.
8

9 B. If The Stay Is Lifted The District Court Will Continue To Grant Relief To
10 Lynita And/Or The LSN Trust Based Upon Its Belief That It Has Continuing
11 Jurisdiction To Enter Additional Orders Stemming From The Erroneous
12 Divorce Decree.

13 Lynita's request to lift the stay should be denied because if the stay is lifted she
14 and/or the LSN Trust will undoubtedly seek additional relief from the District Court
15 stemming from the erroneous Divorce Decree. Lynita's reliance upon *Foster v.*
16 *Dingwall*, 126 Nev. Adv. Op. 5, 228 P.3d 453 (2010) is not persuasive because that
17 case addresses the issue of jurisdiction as opposed to the Supreme Court staying a
18 district court proceeding pending appeal. In fact, had Lynita and/or the District Court
19 followed the guidelines in *Foster* regarding modifying or changing a judgment on
20 appeal the District Court would have never entered the 6/8/15 Order, and the ELN Trust
21 would not have been forced to file a second appeal. Once again, the stay is necessary
22 because if lifted it is likely the District Court will continue to grant relief to Lynita
23 and/or the LSN Trust based upon its belief that it has continuing jurisdiction to enter
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1 additional orders stemming from the erroneous Divorce Decree, which is being
2 challenged on appeal.

3
4 C. This Court Should Not Dissolve The Stay To Allow The ELN Trust To Be
Evicted From The Lindell Building.

5 Lynita's request to evict the ELN Trust from the Lindell Building, which is where the
6 ELN Trust has conducted its business since 2001, should also be denied. The ELN Trust
7 possessed a 50% ownership interest in the Lindell Building before the District Court
8 transferred said interest to the LSN Trust in the Divorce Decree. If the ELN Trust is forced to
9 leave the Lindell Building its office space will likely be leased to another tenant thereby
10 precluding the ELN Trust's ability to return to said property if successful on appeal. Further,
11 precluding Eric from entering the ELN Trust's office space at the Lindell Building is
12 impractical as Eric serves as the Investment Trustee of the ELN Trust and his presence is
13 necessary and/or required for the day-to-day operations of the assets owned by the ELN Trust.
14

15
16 If Lynita's request to evict the ELN Trust from Lindell Building truly stems from a fear
17 of domestic violence (which is a phrase that the ELN Trust does not believe the District Court
18 has used in the proceedings below), there are other remedies to Lynita should that occur.

19
20 D. The Supersedeas Bond Which Has Already Been Posted, Coupled With The Real
Property Previously Enjoined, Fully Protects Lynita From Any Potential
21 Prejudice Stemming From This Appeal.

22 As indicated *supra*, the ELN Trust has already posted a bond equal to the amounts
23 defined in the 6/8/15 Order which Lynita identified to be in the amount of \$408,593.53. *See*
24 Ex.2. Notwithstanding, Lynita requests that this Court increase the bond amount and
25 require the ELN Trust to provide certain accountings even though the District Court
26 lacked jurisdiction to enter its 6/8/15 Order in the first place. Indeed, this Court made it
27
28

1 clear in *Foster v. Dingwall*, 126 Nev. Adv. Op. 5, 228 P.3d 453, 455 (2010), that although a
2 “party seeking to alter, vacate, or otherwise change or modify an order or judgment” has the
3 ability to file a motion with the district court, the district court “lacks jurisdiction to enter an
4 order granting such motion.” In other words, Lynita requests that this Court enforce the 6/8/15
5 Order despite the fact that said order is *void ab initio*.

7 Lynita’s remaining arguments regarding increasing the bond amount and forcing the ELN
8 Trust to further comply with the 6/8/15 Order miss the point. First, the ELN Trust should not
9 be forced to prepare an accounting on the Arnold Property and Mississippi RV Park for the
10 period of May 6, 2009, through the present because both Lynita and the District Court
11 conceded that those issues had been adjudicated in the Divorce Decree. Indeed, Mr. Bertsch in
12 his Notice of Filing Source and Application of Funds Pursuant to April 10, 2012, Hearing
13 identifies that from 2009 through April 2012 the ELN Trust, as opposed to the LSN Trust,
14 collected \$14,235.19 in rental/interest income from the Arnold property and \$42,793.09 in
15 rental/interest income from the Mississippi RV Park. *See Exhibit 7.* This fact was also
16 confirmed by the ELN Trust’s expert witness Dan Gerety, CPA. In other words, the District
17 Court was aware that the ELN Trust had been collecting rent since 2009 when it entered the
18 Divorce Decree, and said fact was litigated and taken into account when the District Court
19 “equalized” the Trusts.

22 Second, no additional bond is necessary because the District Court has already enjoined
23 the ELN Trust’s ability to transfer its 50% in the Brian Head Cabin, *see Order Regarding*
24 *Transfer of Property and Injunctions at 5: 1-3*, a copy of which is attached hereto as Ex 1 (IT
25 IS FURTHER ORDERED that all parties are enjoined from selling, collateralizing, or
26 encumbering their interest in the Brian Head cabin absent further order of this Court.”), which
27
28

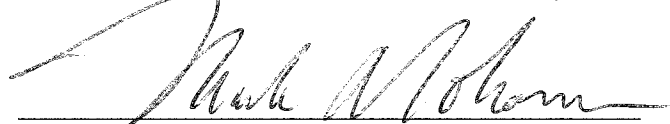
1 this Court valued at \$982,500 in its Divorce Decree. Consequently, any additional amount that
2 Lynita contends is due and owing from the 6/8/15 Order can be deducted from the ELN Trust's
3 interest in the Brian Head Cabin.

4
5 **IV. CONCLUSION**

6 In light of the foregoing, the ELN Trust respectfully requests that this Court deny
7 Lynita's Motion for Clarification in its entirety.

8
9 DATED this 7 day of August, 2015.

11 **SOLOMON DWIGGINS & FREER, LTD.**

12 

13 MARK A. SOLOMON, ESQ., NSB 0418

14 JEFFREY P. LUSZECK, ESQ., NSB 9619

15 9060 W. Cheyenne Avenue

16 Las Vegas, Nevada 89129

17 *Attorneys for Petitioner, Matt Klabacka as Distribution*
18 *Trustee of the ELN Nevada Trust*

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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 August 10, 2015, I filed a true and correct copy of the foregoing **OPPOSITION TO RESPONDENT/CROSS-APPELLANT, LYNITA SUE NELSON'S, MOTION FOR CLARIFICATION OF THE ORDER CONSOLIDATING APPEALS AND GRANTING STAY CONDITIONS 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 THE 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:

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/Cross Appellant

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 10th day of August, 2015.


An employee of Solomon Dwiggins & Freer, Ltd.