

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellant/Cross Respondent.

vs.

LYNITA SUE NELSON, Individually and in
her capacity as Investment Trustee of the
LSN NEVADA TRUST dated May 30,
2001; and ERIC L. NELSON, Individually
and in his capacity as Investment Trustee of
the ELN NEVADA TRUST dated May 30,
2001;

Respondents/Cross-Appellants.

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

Appellants,

vs.

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

Respondents.

Supreme Court Case No. 66772

District Court Case No. D-09-

411537

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Clerk of Supreme Court

Consolidated With:

Supreme Court Case No. 68292

**RECORD ON APPEAL
VOLUME 20**

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Supreme Court Case 66772 Consolidated with 68292 In the Matter of: Klabacka v. Nelson et al.

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AFFIDAVIT OF LYNITA SUE NELSON

STATE OF NEVADA }

COUNTY OF CLARK }

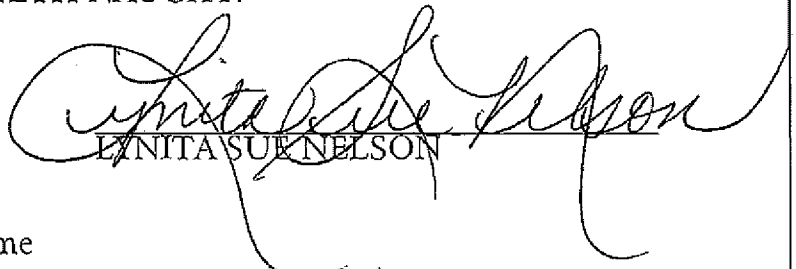
I, LYNITA SUE NELSON, declare under penalty of perjury under the law of the State of Nevada that the following statement is true and correct:

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.

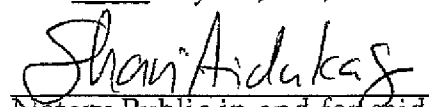
2. I am making this affidavit in support of my MOTION FOR PAYMENT OF FUNDS BELONGING TO DEFENDANT PURSUANT TO COURT'S DECREE TO ENSURE RECEIPT OF SAME, AND FOR IMMEDIATE PAYMENT OF COURT APPOINTED EXPERT ("Motion").

3. I have read the Motion prepared by my counsel 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 AFFIANT SAYETH NAUGHT.


LYNITA SUE NELSON

Subscribed and sworn to before me
this 5th day of June, 2013.


Notary Public in and for said
County and State.



COPY

RECEIVED
7/13

ROC
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Attorneys for LYNITA SUE NELSON

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC L. NELSON,

Plaintiff/Counterdefendant,

v.

LYNITA SUE NELSON

Defendant/Counterclaimant.

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

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

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

RECEIPT OF COPY

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

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

6 v.)

7 LYNITA SUE NELSON and ERIC)
8 NELSON,)

9 Purported Cross-Defendant and)
Counterdefendant,)

10 _____)
11 LYNITA SUE NELSON,)

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

13 v.)

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


25 Counterdefendants, and/or)
26 Cross-Defendants, and/or)
Third Party Defendants.)
27 _____)
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RECEIPT OF COPY

RECEIPT OF COPY of MOTION FOR PAYMENT OF FUNDS BELONGING
TO DEFENDANT PURSUANT TO COURT'S DECREE TO ENSURE RECEIPT OF
SAME, AND FOR IMMEDIATE PAYMENT OF COURT APPOINTED EXPERT is
acknowledged this 6th day of June, 2013.

SOLOMON DWIGGINS FREER & MORSE, LTD.

By: 
MARK A. SOLOMON, ESQ. *4:20pm*
9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129

Alvin L. Blum

CLERK OF THE COURT

RECEIVED
6/18/13

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
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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;

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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.

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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
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28

⁵ Decree at page 20, lines 7-9.

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

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

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

14 II. LEGAL ARGUMENT

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

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

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

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

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

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

3 **A. Mississippi Properties**

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

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

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

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

4 **B. Banone Properties**

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

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

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

1 C. Wyoming Downs

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

11 Lynita proposes two ways for the Court to reach a the resolution of this issue.
12 First, this Court could amend or Alter its June 3, 2013 Decree of Divorce and enter an
13 Order for Declaratory Relief, specifically declaring that Plaintiff and Defendant each
14 hold a 50% membership interest in Dynasty Development Management, LLC, and all
15 of its holdings, including the horse racing track and RV park which was purchased by
16 Plaintiff through Dynasty Development Management, LLC during the course of this
17 divorce action from Wyoming Racing, LLC for \$440,000.00 ("Wyoming Downs").
18 This declaratory relief would be consistent with the holding of First Nat'l Bank v.
19 Wolff, 66 Nev. 51, 202 P.2d 878 (1949), that indicates that "[a]fter the divorce, the
20 parties to the divorce suit become tenants in common in the omitted property." Id. at
21 56, 202 P.2d at 881; accord Molvik v. Molvik, 31 Wn.App. 133, 639 P.2d 238 (1982);
22 Henn v. Henn, 26 Cal.3d 323, 161 Cal.Rptr. 502, 605 P.2d 10 (1980). Alternatively,
23 Lynita requests this Court re-open this case and permit discovery concerning the
24 transaction involving Dynasty Development Management, LLC and Wyoming Racing,
25 which occurred in or about January 2013 and resulted in the purchase of Wyoming
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5, 2011 Notice of Filing Asset Schedule and Notes to Asset Schedule.

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

6 D. Attorney Fees

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

14 III. CONCLUSION

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

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

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

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

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

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

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

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

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

DATED this 17th day of June, 2013.

THE DICKERSON LAW GROUP

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

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5 DISTRICT COURT
6 CLARK COUNTY, NEVADA
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8 ERIC L. NELSON

9 Plaintiff(s),

CASE NO. D411537

10 -VS-

DEPT. NO. 0

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.

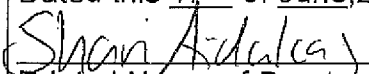
Mark correct answer with an "X."

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, 2002013


Printed Name of Preparer

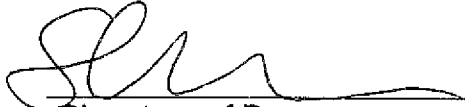

Signature of Preparer

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'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, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **DYNASTY, INC.,** Grantor, does hereby sell, convey and quitclaim unto **DYNASTY LIMITED,** Grantee, any and all interest that it may hold in the following described real property situated in the Hancock County, Mississippi, and being more particularly described as follows:

[SEE EXHIBIT "A" ATTACHED]

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

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

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

DYNASTY, INC.

Eric L. Nelson

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

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

a fence corner; thence North 22 degrees 24 minutes 59 seconds East along fence line 169.29 feet to a fence corner; thence South 64 degrees 09 minutes 25 seconds East along a fence line 150.00 feet to a point on the 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, 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. 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
3611 S. Lindell Rd., Ste 201
Las Vegas, NV 89103
Ph 702-362-3030

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

CORRECTED GRANT, BARGAIN, SALE DEED

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

[SEE EXHIBIT "A" ATTACHED]

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

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

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

DYNASTY LIMITED

By: _____
Eric L. Nelson
Title: _____

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

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

a fence corner; thence North 22 degrees 24 minutes 59 seconds East along fence line 169.29 feet to a fence corner; thence South 64 degrees 09 minutes 25 seconds East along a fence line 150.00 feet to a point on the 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

CORRECTED GRANT, BARGAIN, SALE DEED

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

[SEE EXHIBIT "A" ATTACHED]

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

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

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

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

Eric L. Nelson, Trustee

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

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

a fence corner; thence North 22 degrees 24 minutes 59 seconds East along fence line 169.29 feet to a fence corner; thence South 64 degrees 09 minutes 25 seconds East along a fence line 150.00 feet to a point on the 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.

EXHIBIT “C”



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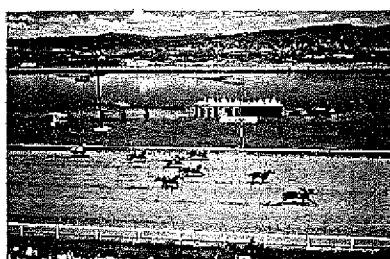
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Wyoming Downs Looks to Reopen in 2014

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.

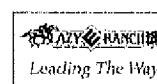
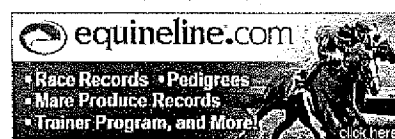
"I want to extend a special thank you to Governor Matt Meade; HB25 sponsors Senator John Schiffer and House Representative Sue Wallis," he concluded. "And, thank you to all of those who joined as a united group to support the revitalization of the Wyoming horse industry: legislators, Charlie Moore, Executive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

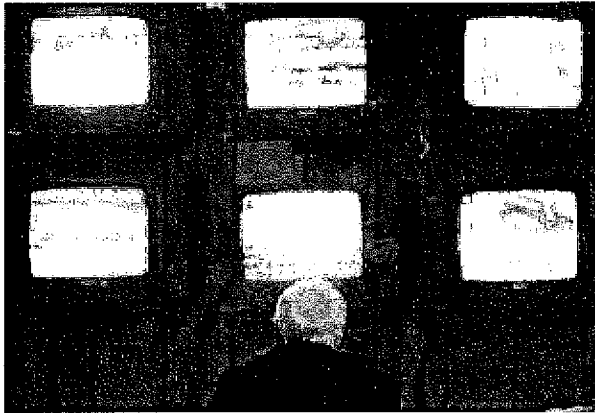
Nelson said current plans include 16 racing dates in summer 2014 and the reopening of off-track betting throughout Wyoming. He said this will help bring jobs, higher purses, and a more robust bottom line. House Bill 25 permits equipment that allows wagering on past horse performances.

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

/ 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

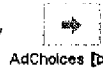
gislaters is to see an increase in live racing. That's what I'm dedicated to do."

tah horsemen have already noticed.

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

thm@sltrib.com

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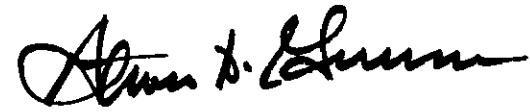
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Nevada State Bar No. 0418

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JEFFREY P. LUSZECK

Nevada State Bar No. 9619

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9060 W. Cheyenne Avenue

Las Vegas, Nevada 89129

Telephone No.: (702) 853-5483

Facsimile No.: (702) 853-5485

Attorneys for Distribution

Trustee of the ERIC L. NELSON

NEVADA TRUST dated May 30, 2001

DISTRICT COURT

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

Defendants/Counterclaimants.

) Case No. D-411537

) Dept. No. O

) **HEARING DATE: June 19, 2013**

) **HEARING TIME: 2:00 p.m.**

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

Crossclaimant,

vs.

LYNITA SUE NELSON,

Crossdefendant.

**OPPOSITION TO MOTION FOR PAYMENT OF FUNDS BELONGING TO DEFENDANT PURSUANT
TO COURT'S DECREE TO ENSURE RECEIPT OF SAME, AND FOR IMMEDIATE PAYMENT OF
COURT APPOINTED EXPERT; AND COUNTERMOTION TO STAY PAYMENTS AND TRANSFER
PROPERTY PENDING APPEAL AND/OR RESOLUTION TO THE NEVADA SUPREME COURT FOR
AN EXTRAORDINARY WRIT**

1 The Distribution Trustee ("Trustee") of the ERIC L. NELSON NEVADA TRUST dated May
2 30, 2001 ("ELN Trust"), by and through her Counsel of Record, Solomon Dwiggin & Freer, Ltd.,
3 hereby file this Opposition to Lynita Nelson's Motion for Payment of Funds Belonging to Defendant
4 Pursuant to Court's Decree to Ensure Receipt of Same, and for Immediate Payment of Court
5 Appointed Expert ("Motion"); and Countermotion to Stay Payments and Transfer Property Pending
6 Appeal and/or Resolution to the Nevada Supreme Court for An Extraordinary Writ
7 ("Countermotion").

8 The ELN Trust adamantly opposes the relief requested in the Motion. As this Court is
9 certainly aware, a Divorce Decree was issued by this Court on June 3, 2013, wherein the ELN Trust
10 was given 30 days from issuance to make certain payments to Mrs. Nelson, Mr. Dickerson and Mr.
11 Bertsch. Upon information and belief, this Court granted the ELN Trust 30 days to make such
12 payments in order to grant the ELN Trust sufficient time to explore its legal options, including filing
13 an appeal. The ELN Trust intends to file an appeal and/or an extraordinary writ regarding numerous
14 findings and rulings contained within the Divorce Decree which the ELN Trust contend were clearly
15 erroneous or contrary to law. Such rulings include, but are not limited to, the following:

- 16 1. Relying upon a layman's characterization of "community property" in
17 contravention of Nevada law;
- 18 2. Holding that the ELN SSST is responsible to pay Mr. Nelson's spousal
19 support obligation and to satisfy Mr. Nelson's child support arrearages
20 obligation based upon statutes from other jurisdictions;
- 21 3. The Court substituting its judgment for the Distribution Trustee; and
- 22 4. Holding the ELN Trust liable for acts that were purportedly undertaken by
23 Mr. Nelson.

24 NRCP 62 authorizes this Court to grant a stay pending appeal and pending a motion to alter
25 or amend a judgment made pursuant to NRCP 59. Ms. Nelson filed a Motion to Amend or Alter
26 Judgment, for Declaratory and Related Relief on June 17, 2013, which is scheduled to be heard on
27 July 17, 2013. Further, the Nevada Supreme Court will not entertain a motion to stay pending appeal
28

1 or resolution of original writ proceedings unless or until the appellant is able to show that (1) “moving
2 first in the district court would be impracticable;” or (2) the “district court denied the motion or failed
3 to afford the relief requested. . .” *See* NRAP 8(a)(2)(A).

4 Here, a stay pending appeal and/or writ is appropriate because the ELN Trust will be
5 irreparably harmed if a stay is not granted because Ms. Nelson and/or the LSN trust are seeking to
6 alter the contractual obligations between the ELN Trust and third-parties. For example, and by no
7 means of limitation, Counsel for Ms. Nelson and the LSN Trust served Mr. Nelson with a “Thirty (30)
8 Day Notice of Termination of Tenancy for the property located at 36111 S. Lindell Road, Suite 201,
9 Las Vegas, Nevada 89103 (“Lindell Property”),” which requires Mr. Nelson to vacate such property
10 unless he enters into a “binding lease agreement” with the LSN Trust.¹ The Lindell Property is where
11 the ELN Trust conducts business. Counsel for Ms. Nelson and the LSN Trust has also notified Joan
12 B. Ramos that the Note dated February 23, 2010, and corresponding Deed of Trust with Assignment
13 of Rents has been assigned and transferred to the LSN Trust.² Further, Counsel for Ms. Nelson and
14 the LSN Trust has already contacted some or all of the tenants of Banone, LLC, advising said tenants
15 to make all future rental payments to her, and to possibly enter into a new lease with the LSN Trust.³

16 Additionally, the ELN Trust is concerned that if it is forced to make an immediate payment
17 to Ms. Nelson, Mr. Dickerson and Mr. Bertsch it will be unable to recoup said funds if successful on
18 appeal. Specifically, with respect to Ms. Nelson, from 2009 through March 2012 she has received
19 and spent over \$2,000,000.00 in income alone⁴ and as she admitted in the Motion, she “has
20 approximately \$19,000.00 in her bank accounts, but has outstanding credit card balances of
21

22 ¹ See Correspondence from Robert P. Dickerson, Esq. dated June 10, 2013, and Third
23 Day Notice of Termination of Tenancy, attached hereto as **Exhibit 1**.

24 ² See Correspondence from Katherine L. Provost, Esq. dated June 7, 2013, to Joan
25 Ramos, attached hereto as **Exhibit 2**.

26 ³ See Correspondence from Katherine L. Provost, Esq. Dated June 7, 2013, to the
27 current tenant of 2209 Farmouth Circle, attached hereto as **Exhibit 3**.

28 ⁴ See Notice of Filing Income and Expense Reports for Lynita Nelson for the Period
of January 1, 2011 through March 31, 2013, previously filed on May 1, 2012.

1 \$53,674.00, current household bills of \$3,130.00. ” See Motion at 6:10-13.

2 For these reasons, the ELN Trust respectfully requests that the Divorce Decree be stayed in
3 its entirety pending appeal and/or filing an extraordinary writ. Alternatively, if this Court is not
4 inclined to stay the relief granted in the Divorce Decree, the ELN Trust respectfully requests that this
5 Court deny Ms. Nelson’s Motion for immediate payment so that the ELN Trust will have thirty days,
6 which is what the Court initially granted to make such payments, to file an appeal or extraordinary
7 writ.

8 DATED this 18th day of June, 2013.

9
10 SOLOMON DWIGGINS & FREER, LTD.

11
12 By: 

MARK A. SOLOMON, ESQ.

Nevada State Bar No. 0418

JEFFREY P. LUSZECK

Nevada State Bar No. 9619

Cheyenne West Professional Centre’

9060 West Cheyenne Avenue

Las Vegas, Nevada 89129

1 0001

2
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
MOTION/OPPOSITION FEE
INFORMATION SHEET
(NRS 19.0312)

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

15 MOTION FOR OPPOSITION TO MOTION FOR PAYMENT OF FUNDS
16 BELONGING TO THE DEFENDANT PURSUANT TO COURT'S DECREE TO
17 ENSURE RECEIPT OF SAME, AND FOR IMMEDIATE PAYMENT OF COURT
18 APPOINTED EXPERT; AND COUNTERMOTION TO STAY PAYMENTS AND
19 TRANSFER PROPERTY PENDING APPEAL AND/OR RESOLUTION TO THE
20 NEVADA SUPREME COURT FOR AN EXTRAORDINARY WRIT

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

NOTICE:

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

Mark correct answer with an "X."

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

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

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

1 Dated this 17th of June, 20013

2 Jeff Luszek

3 Printed Name of Preparer

Signature of Preparer

Motion-Opposition Fee.doc/1/30/05

EXHIBIT 1

EXHIBIT 1

THE DICKERSON LAW GROUP

ROBERT P. DICKERSON
KATHERINE L. PROVOST
RENA G. HUGHES
JOSEF KARACSONYI

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 10, 2013

Eric L. Nelson
Nelson & Associates
ELN Nevada Trust, u/a/d 5/30/01
Dynasty Development Group, LLC
Dynasty Development Management, LLC
and All Others In Possession
3611 S. Lindell Road, Suite 201
Las Vegas, Nevada 89103

VIA HAND DELIVERY

Re: 3611 S. LINDELL ROAD, SUITE 201

As you are aware, effective June 3, 2013, the property located at 3611 S. Lindell Road, Suite 201 has come under new ownership. The new property owner is the LSN Nevada Trust u/a/d 5/30/01. Along with this letter you have been served with a Thirty (30) Day Notice of Termination of Tenancy for the property located at 3611 S. Lindell Road, Suite 201, Las Vegas, Nevada 89103.

As you are the former owner/occupant of this property, Ms. Clark Nelson desires to provide you the ability to remain in your current location contingent upon your entering into a binding lease agreement with the LSN Nevada Trust u/a/d 5/30/01 and timely payment of rent. If you are interested in remaining in your current location, please have your attorney(s) contact Robert P. Dickerson at this office to discuss this matter upon your receipt of this letter. Alternately, please vacate the premises within thirty (30) days.

Sincerely,



Robert P. Dickerson

cc: Lynita Clark Nelson

THIRTY (30) DAY NOTICE OF TERMINATION OF TENANCY

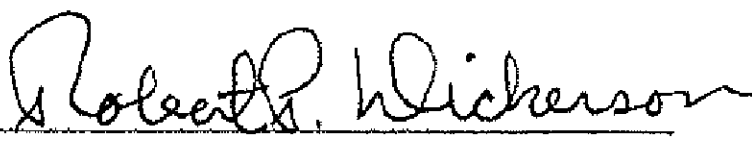
To: Eric L. Nelson; Nelson & Associates; ELN Nevada Trust u/a/d/ 5/30/01;
Dynasty Development Group, LLC; Dynasty Development Management,
LLC
3611 S. Lindell Road, Suite 201
Las Vegas, Nevada 89103

TO: AND ALL OTHERS IN POSSESSION

YOU ARE HEREBY NOTIFIED that your tenancy of the above-described Premises is being terminated by the Landlord effective thirty (30) days from receipt of this Notice, to wit: on or about July 10, 2013.

You are hereby warned, therefore, to vacate the Premises on or before the date above-referenced or a Complaint for Unlawful Detainer will be filed, which shall seek Attorneys' Fees and Costs. If a Court determines that you are guilty of unlawful detainer, it may issue a summary order for your removal or an order providing for your nonadmittance, directing the sheriff or constable to remove you within twenty-four (24) hours after receipt of the order.

DATED this 10th day of June, 2013.

By 
ROBERT P. DICKERSON, ESQ.
Attorney for Landlord

Landlord's Name and Address:

LSN Nevada Trust u/a/d 5/30/01
c/o Robert P. Dickerson, Esq.
THE DICKERSON LAW GROUP
1745 Village Center Circle
Las Vegas, NV 89134
702-388-8600

PROOF OF SERVICE:

- [] On _____, 2013, I delivered a copy of the foregoing Notice to the tenant personally, in the presence of a witness.
- [] On _____, 2013, I handed the Notice to a person of suitable age and discretion at the place of residence/business, and I mailed a copy to the tenant at the tenant's place of residence on _____, 200__, having obtained a Certificate of Mailing.
- [] On _____, 2013, I posted the Notice in a conspicuous place on the door of the tenant's residence, and I mailed a copy to the tenant at the tenant's place of residence on _____, 2013, having obtained a Certificate of Mailing.

Signature of server Date Time AM PM

Signature of witness Date Time AM PM

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 2013.

Notary Public in and for said
County and State

Acknowledgment of receipt of Notice only. Signing does NOT inhibit Legal Rights

Signature of Tenant Date Time AM PM

EXHIBIT 2

EXHIBIT 2

THE DICKERSON LAW GROUP

ROBERT P. DICKERSON
KATHERINE L. PROVOST
RENA G. HUGHES
JOSEF KARACSONYI

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

AREA CODE (702)
TELEPHONE 888-8600
FAX 388-0210

June 7, 2013

Joan Ramos
436 Europa Way
Las Vegas, Nevada 89145

VIA CERTIFIED AND
U.S. MAIL

Re: NOTIFICATION OF ASSIGNMENT OF NOTE
AND DEED OF TRUST

Dear Ms. Ramos:

You are hereby notified that on June 3, 2013 the Note dated February 23, 2010 between Joan B Ramos, Trustee of the Joan B Ramos Trust u/a/d October 4, 2004 and Banone, LLC and the corresponding Deed of Trust With Assignment of Rents has been assigned and transferred to the LSN Nevada Trust u/a/d 5/30/01.

You are now to send all payments due under the terms of the Note to the following address:

LSN Nevada Trust
c/o The Dickerson Law Group
1745 Village Center Circle
Las Vegas, Nevada 89134

You are further notified that the August 25, 2011 Memorandum of Understanding entered into between you and Eric L. Nelson, on behalf of Banone, LLC is hereby null and void as it relates to your obligation to make the payments called for by the Note to the current holder of the Note. Therefore, on or before July 1, 2013, you must make a payment of \$520.00 to satisfy your obligation to the current Note holder.

You may also direct all inquiries and questions concerning this assignment to Lynita Clark Nelson at (702) 569-3696.

Sincerely,

THE DICKERSON LAW GROUP



Attorneys for LSN Nevada Trust

EXHIBIT 3

EXHIBIT 3

THE DICKERSON LAW GROUP

Current Tenant:
2209 Farnmouth Circle
North Las Vegas, Nevada 89032

VIA CERTIFIED AND
U.S. MAIL

RE: NOTIFICATION OF CHANGE OF LANDLORD

Effective June 1, 2013, the property located at 2209 Farnmouth Circle, North Las Vegas, Nevada 89032 has come under new ownership. The new property owner is the LSN Nevada Trust. Please note that the change of ownership does NOT affect your lease or occupancy of the premises in any way other than you are now to send all payments due under your lease to the following address:

LSN Nevada Trust
c/o The Dickerson Law Group
1745 Village Center Circle
Las Vegas, Nevada 89134

Please send a copy of your current lease with your June rent payment to the address stated immediately above. If you have already made your June rent payment, please send a copy of your June rent check, along with a copy of your current lease, and information concerning the entry and address to where your June rent payment was delivered to the address stated immediately above to ensure that you are properly credited for the June rent payment. If you do not have a copy of your current lease, please contact the new owner to discuss your continued occupancy of the property. You may also direct all inquiries and questions concerning this change of ownership or any other matter concerning your occupancy of the property to Lynita Clark Nelson at (702) 569-5596.

Sincerely,



On behalf of the
LSN Nevada Trust

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TRANS

FILED

JUN 27 2013

John P. Sullivan
CLERK OF COURT

ORIGINAL

EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC L. NELSON,)
)
Plaintiff,)
)
vs.)
)
LYNITA NELSON,)
)
Defendant.)
_____)

CASE NO. D-09-411537-D

DEPT. O

(SEALED)

BEFORE THE HONORABLE FRANK P. SULLIVAN
DISTRICT COURT JUDGE

TRANSCRIPT RE: MOTION

WEDNESDAY, JUNE 19, 2013

D-09-411537-D NELSON 06/19/2013 TRANSCRIPT (SEALED)
VERBATIM REPORTING & TRANSCRIPTION, LLC (520) 303-7356

1 APPEARANCES:
2 The Plaintiff: NOT PRESENT
3 For the Plaintiff: RHONDA FORSBERG, ESQ.
4 64 N. Pecos Rd., #700
 Henderson, Nevada 89074
 (702) 990-6448
5 The Defendant: LYNITA NELSON
6 For the Defendant: ROBERT DICKERSON, ESQ.
 KATHERINE PROVOST, ESQ.
7 1745 Village Ctr. Cir.
 Las Vegas, Nevada 89134
 (702) 388-8600
8
9 The Trustee: ROCHELLE MCGOWAN
 JOAN RAMOS
10 For the ELN Trust: JEFFREY LUSZECK, ESQ.
 9060 W. Cheyenne Ave.
11 Las Vegas, Nevada 89129
 (702) 853-5483
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1 LAS VEGAS, NEVADA

WEDNESDAY, JUNE 19, 2013

2 P R O C E E D I N G S

3 (THE PROCEEDINGS BEGAN AT 14:37:51)

4

5 THE COURT: This is the time set in the matter of
6 Eric Nelson and Lynita Nelson, case number D-411537. Can we
7 have everybody's appearance for the record? We'll start with
8 our Trust.

9 MR. LUSZECK: Jeff Luszeck, counsel for distribution
10 Trustee of the ELN Trust.

11 THE COURT: Thank you.

12 MS. FORSERG: Good afternoon, Your Honor. Rhonda
13 Forsberg, 9557 on behalf of Eric Nelson.

14 MR. DICKERSON: Your Honor, Bob Dickerson, bar
15 number 945 and Katherine Provost, bar number 8414 on behalf of
16 Lynita Nelson who is present.

17 THE COURT: It's good to see you again, Ms. Lynita.
18 I'm sorry Mr. Eric's not here. It's always a pleasure to see
19 both of the parties. Everybody can sit down and get
20 comfortable. This is on Mr. Dickerson's motion on behalf of
21 Ms. Nelson for motion for payment of funds pursuant to this
22 Court's divorce and decree that was entered by this Court and
23 requested immediate payment.

24 The Court had ordered payment within 30 days of the

1 decree and they request immediate payment concerns that the
2 money if they don't get it, they may never see it.

3 I've also have read ELN Trust and an opposition to
4 the motion for payment of funds pursuant to the Court's
5 decree. And basically a countermotion to stay payments and
6 transfer of pos -- and transfer of other property ordered by
7 this Court pending appeal or resolution to the Nevada Supreme
8 Court for an extraordinary wit -- writ I guess I should say.

9 I have read the paperwork. This is your motion, Mr.
10 Dickerson. I'll give you a chance to highlight or identify
11 anything that you think you want me spend special attention
12 to.

13 MS. FORSERG: Your Honor, one thing before he goes.
14 I just want to make sure -- I wasn't sure if the Court got my
15 joinder to her opposition and then the countermotion for
16 disqualification.

17 THE COURT: No, did -- did you get a copy of that?

18 MR. DICKERSON: Yes, we did.

19 THE COURT: Okay.

20 MR. DICKERSON: It was -- arrived today by email, so

21 --

22 THE COURT: Okay. I didn't have a chance --

23 MR. DICKERSON: -- it really hasn't --

24 THE COURT: -- to review that.

1 MR. DICKERSON: -- finally got served on us.
2 THE COURT: Okay. I haven't had a chance to review
3 that. So what did you file on the joinder?
4 MS. FORSERG: Yes.
5 THE COURT: Okay.
6 MS. FORSERG: We did a joinder and request for
7 disqualification for non -- non-lawyer employee, Your Honor.
8 I actually brought extra copies just in case since it was --
9 THE COURT: Okay. Let me see. Are you ready to
10 address? What do you want --
11 MR. DICKERSON: Yes, we have it. And I --
12 THE COURT: Okay. Want to give me a copy and if
13 everybody is okay to address, we address. If you need more
14 time, I'll give you time to --
15 MR. DICKERSON: I prefer we have an affidavit.
16 MS. FORSERG: And we can always move it to another
17 hearing that you have schedule too, so --
18 THE COURT: Okay. So have you guys --
19 MR. DICKERSON: And if I may.
20 THE COURT: -- all made sure it's for everybody?
21 MR. DICKERSON: This is the affidavit in response to
22 that.
23 MS. FORSERG: I have read that also, Your Honor.
24 THE COURT: Have it?

1 MS. FORSERG: Yeah.

2 THE COURT: Counsel, do you have a position on that
3 as your -- in this one and not --

4 MR. LUSZECK: Well, it doesn't involve --

5 THE COURT: Okay.

6 MS. FORSERG: Yeah.

7 MR. LUSZECK: -- the Trust, Your Honor.

8 THE COURT: All right. I want to make sure
9 everybody is comfortable on that and we'll try to see if we
10 can get everything resolved today. Mr. Dickerson.

11 MR. DICKERSON: Yes, Judge. And -- and I don't know
12 if you want to take time to review that first, but dealing
13 with our motion --

14 THE COURT: Okay.

15 MR. DICKERSON: -- our motion is rather simple.
16 It's set out to specifically in the motion what our request is
17 and the reasons for it. I believe in light of your specific
18 findings of fact and conclusions of law with respect to the --
19 the likelihood that Eric Nelson will not honor any of these
20 Court's orders that -- that it's imperative and -- and I --
21 it's very imperative. I -- I was kind of surprised to see
22 that the -- that the injunction was -- was dissolved
23 immediately at that point in time.

24 I don't know where the funds are. I don't know.

1 I've been attempting to get a hold of Dave Stephens (ph). He
2 has not returned my calls. I don't know if the trust has
3 taken the entire 1.8 million plus all the interest that has
4 been accrued on that over the last year, year and a half that
5 it's -- it's been there.

6 THE COURT: My intent was when I said dissolve it
7 was to order immediate distribution within the 30 days I think
8 -- at least maybe it wasn't as clear as I thought. And I said
9 we'll distribute A, B, C, D, E and then the remaining 500,000
10 to Mr. Nelson. That was my intent.

11 MR. DICKERSON: Well --

12 THE COURT: Not -- that's --

13 MR. DICKERSON: -- my -- my hope was is that that
14 was the intent --

15 THE COURT: Yeah.

16 MR. DICKERSON: -- and my hope was that it would
17 remain with -- with Mr. Stephens and that Mr. Stephens would
18 cut the checks that Your Honor had ordered. I don't know why
19 it -- it would have necessitated a -- a 30 day period. And
20 we're asking that Your Honor order that those monies be
21 released today. Ms. Nelson has no monies available to her.
22 As you see, we've set it -- I believe she has about 19,000.

23 THE COURT: 19,000 in --

24 MR. DICKERSON: She has significant debt.

1 THE COURT: -- credit card bills --

2 MR. DICKERSON: I think it's also --

3 THE COURT: -- about 53,000.

4 MR. DICKERSON: -- ironic and it -- it goes to tell
5 you what we've been dealing with in this case. You know that
6 this -- the case was filed in January of 2009. The parties
7 have been going through divorce problems for years prior to
8 that. They separated in June of 2008. And I think the -- the
9 record reflects that approximately since 2008 at most Lynita
10 Nelson has received about \$30,000 from Eric Nelson.

11 He left her this account roughly \$2,000,000 that she
12 was strictly had to rely upon that. Receives no income from
13 any other source, had to rely on those monies and that money
14 is down to 19,000 which they -- they throw a line in their
15 opposition pointing out that she's gone through the
16 \$2,000,000. That \$2,000,000 was what she used for the
17 purposes of her living expenses which Your Honor has already
18 determined. It's at least \$240,000 a year and she use those
19 money for the purposes of -- of her litigation expenses.

20 And I think it's ironic seeing that, Your Honor she
21 is here and she's not -- she doesn't have the money available
22 for her to go on vacation. And while Eric Nelson is not here,
23 because he's spending two and a half weeks in Thailand with at
24 least three of his children.

1 So in fairness, I mean, something needs to be done
2 to get money to this woman. She's waited a -- a considerable
3 amount of time. And I will simply ask that you enter the
4 order that we've requested. I -- I prepared a proposed order
5 for your consideration for that purpose and it's simply
6 directing it at David -- Dave Stephens still retains those
7 monies, that he is to release \$1,032,742 to Lynita and \$35,258
8 to Larry Bertsch and the -- the balance he can release to Eric
9 Nelson pursuant to -- pursuant to your decree of divorce. And
10 as I mentioned, I do have a proposed order if Your Honor's
11 inclined to sign it.

12 THE COURT: Okay. Counsel?

13 MR. LUSZECK: Your Honor, I don't have much to add
14 other than what's in our opposition in -- in countermotion.

15 THE COURT: You're concerned if I gave the money and
16 paid it and then he was successful on getting me --

17 MR. LUSZECK: Correct.

18 THE COURT: -- overruled that the money would be
19 gone, they wouldn't get it. Is that kind of --

20 MR. LUSZECK: Yeah, I mean we're --

21 THE COURT: -- a little bit --

22 MR. LUSZECK: -- we're essentially concerned that
23 the ELN Trust is going to suffer irreparable harm if the
24 payment has to be made and the property is transferred over

1 from the ELN Trust to the LSN Trust. We are going to file an
2 appeal with the Nevada Supreme Court. We would ask that any
3 type of transfer or payments be stay pending our appeal.

4 I think -- the argument that's been made essentially
5 it's akin to a motion for reconsideration. The allegations
6 that we've heard today and that are in the motion for payment
7 are the same arguments that we've heard before in a trial.
8 There's no new evidence, no new facts, no new law. We think
9 the 30 days is appropriate to give us the -- the Trust ample
10 time to -- to appeal the decision which it's going to do.

11 MR. DICKERSON: Well -- well, there are new facts.
12 There's the facts that you found and you found that she is
13 entitled to that money and it's time that she be paid that
14 money and it's time that she be able to enjoy life like Eric
15 Nelson has been doing since they separated in June of 2008.
16 It's -- it's the only fair way to do it. They -- they ask for
17 a -- Your Honor to issue -- to stay the proceedings.
18 Essentially, they're asking her -- you to allow this woman to
19 be out on the street and not have any money available to her
20 while they decide to pursue the appeal.

21 I'll bring to their attention right now. I mean, if
22 they do file a notice of appeal, they obviously need to file
23 their motion for stay and they're going to have to post a
24 supersedeas bond for the amount of the judgment that you have

1 found in her favor which is well in excess I believe of six,
2 \$7,000,000 that they would have to do.

3 And our intent at that point in time Judge is we
4 will be filing a Honeycutt motion seeking to have you pursue
5 that finding that you made that you find that the trusts are
6 invalid and that they -- and that the trusts are not
7 effective. And -- and that would be our intent as we file in
8 a Honeycutt motion so the supreme court can consider that
9 issue also.

10 THE COURT: And I did look into on anticipation the
11 supersedeas bond that the judgment and the Court would add
12 interest on that, I believe five and a quarter percent
13 interest, I think. Plus I would add two years interest on
14 that, because the supreme court takes a couple years. Plus
15 costs I think could be added. They can be anywhere from 50 to
16 a hundred thousand. So I did look at some of those things
17 that that bond could be kind of costly, but I do respect your
18 right for the Trust to do as they deem appropriate.

19 My issue is do you know if that money's been -- have
20 you -- would your client -- do you know if that money's been
21 distributed? Because my intent was for Mr. Stephens to give
22 that out to her and to give back the trust, but I could have
23 been clearer when I looked at it. I thought it was -- when
24 you're writing anything, it's not clearer than when you look

1 at it. When I looked at -- so I probably should have been
2 very specific, but that's why I try to say this money, this
3 money and then the remaining to Mr. Nelson, because I figured
4 they may have some concerns that the money could dissipate.

5 MR. LUSZECK: Yes. It's my understanding the money
6 has been transferred from the trust account to the ELN Trust.

7 MR. DICKERSON: So they have already --

8 MR. LUSZECK: Do you know if Mr. Nelson -- do you
9 know if Mr. Nelson's got his 500 grand? Do you know if they
10 distributed it and just transferred to the trust?

11 MR. LUSZECK: That I don't know, Your Honor.

12 THE COURT: Okay.

13 MR. DICKERSON: So what they've already done is they
14 have already taken benefits of your judgment and now they're
15 telling after we take the benefits of our judgment we're going
16 to file an appeal. And they can't do that. And they -- they
17 very well have waived their rights to appeal.

18 MR. LUSZECK: I -- I don't think that's true, Your
19 Honor. I believe the order -- the divorce decree has been
20 complied with and I don't think we've waived any rights to
21 appeal.

22 THE COURT: Okay. Yeah. We'll deal with that when
23 it comes. My concern on this case is I thought that there
24 could be possible appeals on that. I felt that -- give people

1 some time. I did feel that I would try to keep the trust in
2 place in order to provide the protection from creditors, so I
3 didn't want them to lose the intent as I found the intent of
4 their trust which was to protect from creditors on both sides.
5 They didn't want to open up Ms. Lynita either to any attacks
6 by creditors as to her thing through Eric or otherwise. So I
7 did feel on that.

8 I'll deal with those issues about setting aside
9 appropriately with Honeycutt or whatever comes down on that,
10 but I'm very -- the reason I asked you if those monies have
11 been transferred, because if they left the money with Mr.
12 Stephens I wouldn't been as concerned saying they left it
13 there, fine, they're doing it on the up and up. They had
14 concerns on that and they just want to protect that.

15 But I'll be honest with you. My findings on that
16 and your client's got a lot of issues from this Court felt on
17 credibility. I'm not the only judge that founds those issues.
18 Issues about dissipating estates and the bankruptcy estate
19 that I was concerned that this stuff could disappear. So that
20 was my intent.

21 If that money is stayed with Mr. Stephens in his
22 trust, then I'd have been more comfortable saying hey, the
23 money ain't going anywhere. Mr. Stephens -- Attorney Stephens
24 has it. He's an honorable. Money being transferred to Nelson

1 Trust -- to his trust, I'm worried about that, because I think
2 they could get distributions on that. Other ways to get that
3 money out, transfer it to family members as he done to the
4 other property on that. As I made my findings, getting out
5 and had the estate thrown. So I'm troubled by that and the
6 fact that they transferred to the trust. I'm very concerned
7 now.

8 As far as that going, I'm inclined to grant their
9 motion and make that money payable within 24 hours. And as
10 far as that, I'm also would consider if you -- as far as if
11 you want me to -- my concern is for -- for the trust for their
12 appeal purposes, their concern that wait a minute, that money
13 is gone. We give it to Ms. Nelson now. Now you kind of
14 screwed us all because we can't get it back. But the issue is
15 other property. They have two. There's other ways we can do
16 and ought to make -- there's some collateral there if it
17 disappeared over the next two years.

18 But I think -- there's other ways I could protect
19 that if it's appropriate, because there is sizable real estate
20 that could be pledged as collateral if necessary. So I think
21 that there is a remedy. I don't think she's going to go and
22 get rid of all the property in her trust during the pending of
23 the appeal on that, so I'm not so sure that you couldn't get
24 that money back.

1 I think there's collateral there that could be
2 assigned by this Court to cover the million dollars and some
3 change paid to Ms. Nelson so that if you were successful on
4 appeal, they would have collateral. I think I could probably
5 do a -- bond if I needed to to protect that. There's a couple
6 options, I think I could do that, that would solve the trust
7 concern that if they're successful on appeal, that they'd be
8 able to get the money and property back. So did you want to
9 address that specifically, counsel? And I'll have Mr.
10 Dickerson respond or it doesn't --

11 MR. LUSZECK: I mean, I discovery --

12 THE COURT: -- because I'm inclined to order that
13 money released immediately, so I want to give you a chance --

14 MR. DICKERSON: I -- I don't believe though that
15 this is the appropriate time to do this --

16 THE COURT: Well --

17 MR. DICKERSON: -- because they have yet to file the
18 appeal.

19 THE COURT: Appeal and the supersedeas bonds and --

20 MR. LUSZECK: Right.

21 THE COURT: -- everything and address it at that
22 time.

23 MR. LUSZECK: Well --

24 THE COURT: But --

1 MR. LUSZECK: But --

2 THE COURT: -- let me give you a chance.

3 MR. LUSZECK: -- before we go on -- well --

4 THE COURT: Yeah.

5 MR. LUSZECK: -- I don't know that we technically
6 can file an appeal right now, because you filed NRCP 55 -- 59
7 motion which may preclude us from doing that. So we're going
8 to have to seek a writ.

9 THE COURT: Okay.

10 MR. LUSZECK: And first up, before we can seek a
11 writ is seeking a stay from this Court. So procedurally, we
12 had no other choice but to seek this relief from this Court
13 before we file a writ.

14 THE COURT: Okay.

15 MR. DICKERSON: You have to file a writ and a writ
16 would be an improper method when you have a final judgment.
17 There -- there is a relief by an appeal. And as Your Honor
18 pointed out, there is sufficient security with respect to the
19 other property. It's not -- they -- they have -- they've got
20 to transfer that property. That our next motion that comes.
21 They're going to refuse to do that.

22 MR. LUSZECK: Well --

23 MR. DICKERSON: So I would ask that Your Honor enter
24 the order today that we filed an order in open court that the

1 record reflect that it's being served on both counsel at this
2 time and that Lana Martin as the distribution trustee of the
3 ELN Trust that she be directed to distribute those monies in
4 the form of an appropriate cashier's check made payable to
5 both Ms. Nelson and to Larry Bertsch and that Your Honor set
6 this for a status hearing on Monday with ordering that Lana
7 Martin be here if she has refused to pay those fees so that
8 you can hold her in contempt at that point in time if she
9 refuses to honor Court's order.

10 MR. LUSZECK: Your Honor, Mr. Nelson's out of the
11 country and he has to approve any distributions of the
12 distribution --

13 MR. DICKERSON: No.

14 MR. LUSZECK: -- trustee meets.

15 MR. DICKERSON: No.

16 MR. LUSZECK: Further --

17 MS. PROVOST: No.

18 MR. DICKERSON: That's not the argument you made --

19 THE COURT: Wait. Wait. Wait. Let's -- I'm
20 talking now.

21 MR. LUSZECK: Further --

22 THE COURT: That's not according to what they said.

23 And now maybe that might take a thing that -- that he --

24 MR. LUSZECK: Okay.

1 THE COURT: -- came up with said the distribution
2 trustee approved everything, she had to have prove it and not
3 him. He could request the --

4 MR. LUSZECK: Well, no.

5 THE COURT: -- distribution --

6 MR. LUSZECK: I agree --

7 THE COURT: -- but she could approve --

8 MR. LUSZECK: -- but I believe the investment
9 trustee has veto power. Secondly, it's my understanding Lana
10 Martin has resigned as distribution trustee for health reasons
11 and Nola Harbor (ph) is the current distribution trustee.

12 MS. PROVOST: Oh, the sister.

13 MR. DICKERSON: Then they need -- then they need his
14 sister.

15 MR. LUSZECK: And I don't if she has access to the
16 accounts or not. I -- I just don't know.

17 THE COURT: Fair enough. Fair enough.

18 MR. LUSZECK: I understand what you're saying and I
19 understand the concern, but I think having that done within 24
20 hours I don't know if that's feasible.

21 THE COURT: Okay. Did you have -- did you have a
22 proposed order, Mr. Dickerson? Let me see it. Here's what
23 I'm going to do. I'll give you chance on that. I'm going to
24 grant the motion for the immediate release of the funds. I'm

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

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

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

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

1 respect people's rights to -- to do all their legal basis and
2 I do respect that.

3 I am going to grant the motion. It's hereby ordered
4 that as follows. Good cause being shown. Well, I guess Mr.
5 Stephens got to change there where it says ordered Dave
6 Stephens to immediately upon present pay Lynita or attorneys.
7 That's -- I think we have to modify that order to simply put
8 it --

9 MR. DICKERSON: But the next -- but the next order
10 covers that --

11 THE COURT: The next covers it, does it?

12 MR. DICKERSON: -- that it's already distributed.

13 THE COURT: Okay. I'll get it going. It's further
14 ordered that if said 1.568 million or any portions thereof has
15 already been transferred to Mr. Nelson to the trust. The ELN
16 Trust is to pay Ms. Nelson the order of this Court. I haven't
17 added up those numbers, but I think that includes the lump sum
18 spousal and the child support. I'll add, again, add it up. I
19 haven't added it up, but I'll go by counsel's --

20 MR. DICKERSON: It said out of the motion, Your
21 Honor.

22 THE COURT: Okay. Of the \$1,032,742 and shall Mr.
23 Bertsch who has been waiting a long time for his fees. 35,280
24 will be that within 48 hours. So let's delineate that within

1 48 hours. The presentation of this order. I'm going to sign
2 it today and get it dated. What's the date today?

3 THE CLERK: The 19th.

4 THE COURT: The 19th. I will initial. Let's get
5 these filed and get them served, get taken care of now. That
6 would give them two business days to get it done. I'm denying
7 the motion for stay as I think this case -- let the supreme
8 court intervene and do what they need to do as they deem
9 appropriate. This case has been ongoing since 2009 January.
10 We've had numerous, numerous motions, numerous, numerous
11 hearings. And I respect the party's right to litigate, but I
12 think it's time that it needs to be resolved and it needs to
13 be off of my desk up to the supreme court and let them handle
14 it as they deem appropriate.

15 I do not believe that the release of those funds put
16 you at any risk from the trust, because I do believe that Ms.
17 Nelson has significant resources that will -- could be able to
18 be collateral if -- if you need that. And so I don't think
19 I've identified any wrongdoing on Ms. Nelson that she would
20 try to get rid of funds and not pay any funds if the supreme
21 court was indeed overturned it and said she was not entitled
22 to said funds. And therefore, that's the basis for the order
23 of this Court. And then we have another -- did you want to
24 deal with this motion we have pending as to --

1 MR. DICKERSON: If you care to -- if you want to
2 review that, yes, and to determine whether you feel you need
3 anything more. I -- we pointed out that the -- the motion is
4 not supported by any affidavit of any person having personal
5 knowledge. It's simply Ms. Forsberg's reliance upon --

6 MS. FORSERG: That's not really true, because --

7 MR. DICKERSON: -- on her --

8 MS. FORSERG: -- I do know Jeanette (ph) --

9 THE COURT: Okay. Why don't --

10 MS. FORSERG: -- worked for Jimmerson.

11 THE COURT: Why don't we take a 10 minute recess,
12 get that order all for you and let me go in the back and read
13 it --

14 MS. FORSERG: That's fine.

15 THE COURT: -- come back until then when we got
16 everybody here.

17 MS. FORSERG: Yes, please.

18 MR. DICKERSON: Okay.

19 MS. FORSERG: Thank you.

20 THE COURT: Counsel, you can hang around or not.
21 You can leave.

22 MR. LUSZECK: Okay. Thank you, Your Honor.

23 THE COURT: Thanks, counsel.

24 MR. DICKERSON: Your Honor, may stick around so that

1 we can for the record to reflect that he has been served with
2 the -- with the order?

3 THE COURT: Okay. She has to -- you got to file it
4 first.

5 MR. DICKERSON: And then was Your Honor inclined to
6 set this matter for a brief hearing in -- on Monday?

7 THE COURT: Absolutely. If they want to get there
8 so we get it resolved, because -- and if it's not distributed,
9 we can have the Nola Harbor or whoever needs to be here for
10 the trust, because Mr. Nelson will still be out do you know if
11 he's --

12 MS. FORSERG: He will be.

13 MR. LUSZECK: I believe so.

14 THE COURT: So when we put on a status check because
15 the payment of the order, that way we'll see if there's
16 anything pending on that just to try to get it resolved for
17 you guys. We'll put on the status check as the Monday
18 afternoon as to payment under the order and that will give you
19 time on that while we're looking at that and I'll go in the
20 back and read these two and come back in --

21 MS. FORSERG: Thank you, Your Honor.

22 THE COURT: -- about 10 minutes.

23 MR. DICKERSON: So your order --

24 THE COURT: Whatever time works --

1 MR. DICKERSON: You order is --
2 THE COURT: -- for counsel, I'm here all the time.
3 MR. DICKERSON: Your order then is to recognize Nola
4 Harbor or -- or whoever the distribution trustee is --
5 THE COURT: Or whoever was the distribution trustee
6 of the ELN Trust.
7 MR. DICKERSON: Here on Monday. And what time on
8 Monday?
9 THE COURT: I will look at one now and see what
10 works counsel. Just look at my calendar and I'll -- whatever
11 time I'm --
12 THE CLERK: I'm still looking.
13 MR. LUSZECK: Your Honor, and I'm going to have to
14 check with her too, because I don't know her schedule --
15 THE COURT: 2:30?
16 MR. LUSZECK: -- is, so --
17 THE COURT: If you need a different time --
18 MR. LUSZECK: -- obviously there may be issues.
19 THE COURT: -- just call counsel and we can --
20 MR. LUSZECK: Okay.
21 THE COURT: -- do -- call my law clerk and we can
22 work it out if they need to be here at --
23 MR. DICKERSON: And -- and --
24 THE COURT: -- 10:00 or 12:00. We'll work something

1 out.

2 MR. DICKERSON: And just one other comment and
3 again, it's -- it's -- well -- because I don't know if Jeff is
4 going to leave.

5 MS. FORSERG: He's not. He's waiting for the order.

6 THE COURT: We'll have him hang around until he gets
7 the order, so we --

8 MR. DICKERSON: But -- but just one other comment
9 for the record is --

10 THE COURT: Let's keep it on the record while we got
11 just so we --

12 MR. DICKERSON: This --

13 THE COURT: -- make sure there's --

14 MR. DICKERSON: This matter is here today based upon
15 the fact that we filed a motion for ex parte relief on the day
16 that Your Honor's findings of fact, conclusions of law and
17 decree of divorce were entered. That day we filed an ex parte
18 and unfortunately it was denied. We anticipated this would
19 happen. And I -- I just respectfully suggest that in the
20 future when you're dealing with an individual such as Eric
21 Nelson, you have to know --

22 MS. FORSERG: Your Honor --

23 MR. DICKERSON: -- that this is going to happen.

24 MS. FORSERG: -- we have to object to this.

1 MR. DICKERSON: This is absolutely going to happen

2 ---

3 MS. FORSERG: We object to his statement.

4 MR. DICKERSON: -- and the likelihood we will get
5 these monies by Friday, I -- I -- it -- it will be a surprise.

6 THE COURT: Yeah, well, I did consider when I got
7 the ex parte, I don't do anything ex parte, because it gives
8 the appearance that it's being done. I did have concerns, but
9 I felt that Mr. -- the funds were in the trust fund with the
10 attorney, so I wasn't too worried. Should -- and I maybe
11 should have clarified my order better, so that one's on me.
12 But we'll -- we'll get that money --

13 MR. DICKERSON: Thank you, Your Honor.

14 THE COURT: -- unless the supreme court says
15 otherwise. Thanks, everybody.

16 MR. DICKERSON: And Your Honor, and for the record
17 reflect that I'm providing your -- I'll have your --

18 MR. LUSZECK: Thank you.

19 MR. DICKERSON: -- I'll have your marshal provide a
20 copy to both --

21 THE COURT: The record reflect that the order's been
22 signed by the Court today approving the motion for the
23 immediate disposal -- dispersal to Ms. Nelson within 48 hours.
24 It will be by 5:00 o'clock on close of business on Friday,

1 5:00 o'clock. Copies been served to counsel Mr. Luszeck on
2 behalf of the ELN Trust and to Ms. Forsberg on behalf of Eric
3 Nelson. Thanks, everybody.

4 MR. LUSZECK: Okay. Thank you.

5 MS. FORSERG: Thank you.

6 THE COURT: It's good to see you, Mr. Luszeck.

7 THE MARSHAL: The court's in recess.

8 (Off record)

9 THE MARSHAL: Have a seat, folks.

10 THE COURT: This is recalling the matter of Eric
11 Nelson and Lynita Nelson, case number 411537. This Court took
12 a brief recess so I could read the motion filed on behalf of
13 Mr. Eric Nelson, the joinder in opposition. We've already
14 kind of addressed that at the previous, but this was the
15 motion as far as -- what would we call that, I guess to --
16 trying to -- trying to think what I would call it.

17 MS. FORSERG: Disqualifying?

18 THE COURT: Disqualify a --

19 MS. FORSERG: Sorry.

20 THE COURT: -- non-attorney, a non-attorney from the
21 case on it. I have read that and I did read the points and
22 authorities and the countermotion. I also read the affidavit
23 submitted by Jeanette Lacker (ph). Ms. Forsberg, is there
24 anything you want to add in to the argument or anything?

1 MS. FORSERG: Your Honor, only one. They're both
2 not huge law firms. Jimmerson's wasn't huge, so she had to be
3 involved in things. And Dickerson's isn't huge, because of
4 course most family firms are not. His is -- not everyone's,
5 but that's the only thing, Your Honor.

6 THE COURT: Mr. Dickerson, anything else?

7 MR. DICKERSON: Nothing further, Your Honor.

8 THE COURT: This Court has reviewed that. I did
9 read the affidavit submitted by Jeanette Lacker. She
10 indicated that she had been employed for the Jimmerson Law
11 Firm from I think September 2008 through 2012 was when this
12 case would have been involved. I think the case officially
13 was filed with 2009 if I remember. I don't remember how long
14 Mr. Jimmerson was involved in the case to be honest and when
15 he got out. I'm not sure when he got out of the case.

16 Indicated our main concern was did she acquire
17 confidential information. That was my concern in this case.
18 I do note that both firms are relatively small firms.
19 According to the affidavit, she indicated that during the
20 employment she's been employed since April 1st, 2013, went to
21 Dickerson Law Firm. She did disclose that she had been
22 working for Jimmerson prior. She had another involvement with
23 Michelle Roberts after she left Jimmerson in February 2012
24 through April 2013 and came to work for the Dickerson Law Firm

1 on April 1st.

2 So he said that prior to receiving an offer of
3 employment with -- with Attorney Dickerson's firm she did
4 disclose -- list any cases that she -- if that remained in
5 controversy between the Dickerson Firm and any of her former
6 employers including the Jimmerson Firm. She said she was --
7 she's not aware of when Jimmerson first got retained to the
8 action.

9 In the matter she said during her employment with
10 the Jimmerson Firm she performed very limited work. She did
11 basically her -- she would review files. Her reviewed the
12 files, indicated that the paralegal assigned was Shahana
13 Polselli and not her. And the legal -- legal assistant
14 assigned to the Nelson case was Jessica Dennis (ph).

15 As she indicated, she did not attend any
16 confidential meetings with Eric Nelson and Mr. Jimmerson when
17 Mr. Jimmerson represented Eric. She also indicated she did
18 quote, I did not participate in any meeting with Mr. Jimmerson
19 or Mr. Nelson or any client for that matter, that such
20 meetings were attended to by the paralegal assigned to that
21 case and not the legal assistance. And the -- and the
22 paralegal in that case had been Shahana Polselli.

23 She indicated that the only document she worked on
24 was a Plaintiff's first supplemental, NRCP 16.1 disclosure of

1 documents, witnesses and documents. She indicated that would
2 have been initially prepared by Shahana Polselli and annotated
3 by Mr. Jimmerson. And that would have been delivered to her
4 to insert annotations so that she can have it then signed
5 finally by Mr. Jimmerson and then complete their certificate
6 of service and mailing process.

7 She said if there's any other documents that she
8 would have worked on would have been certificates of service
9 prepared by other parties. She indicated that quote, I
10 obtained no confidential information by Mr. Nelson or this
11 matter due to my empl -- my employer as one of Mr. Jimmerson's
12 legal assistants. She said her interactions consisted at the
13 office of saying hello, goodbye if she saw Mr. Nelson come
14 into the office or answer the telephone. She said she quote,
15 never had any telephonic conference or conversation with Mr.
16 Nelson or any associate with Mr. Nelson.

17 Do you feel, counsel, that the -- her putting
18 annotations in to the 16.1 disclosure witnesses and documents
19 would give her access to any confidential information? I'm
20 not sure what that would have been entailed to be honest, but
21 --

22 MS. FORSERG: We would think that -- that it would,
23 Your Honor, but we are not sure that's our concern is, because
24 you're going through all of it. You're interacting with all

1 of this stuff when you're putting together documents for a
2 witness list and everything like that. So that's where --
3 where her -- his concern is.

4 THE COURT: Okay. Well, based on the -- the
5 affidavit and the issue I -- this Court -- based on the
6 information provided at this time, it does -- did not say that
7 she acquired any confidential information about the former
8 client. If you got some more information specific, I'll be
9 glad to look at it. I'm not sure if this citing this 16.1,
10 dis -- disclosure of witnesses and documents means that she
11 reviewed all the documents or have seen those documents. So I
12 do not feel at this time that she -- the non-lawyer employees
13 acquired any confidential information as to Mr. Nelson.

14 I -- I also notice that they did have some screening
15 procedures in place according to the affidavit, that during
16 her employment with Mr. Dickerson she was advised of course
17 she cannot work in any capacity on the Nelson case. And the
18 long, she also informed that she would be screened from any
19 access to any of the work product existing in that Nelson case
20 and was provided with a copy of the Leibowitz (ph)
21 determination ascertained about the screening of non-lawyers
22 or she would risk termination and that she has fully complied
23 with those requirements.

24 I do know that these are both small -- really small

1 law firms. The issue is number one, I do not see any evidence
2 that she did acquire any confidential about a former client
3 and that number two, it looks like they had a screening
4 process that would screen her from access to this case to
5 provide any information on this case in order to screen her
6 from any contact regarding this case or any input to make sure
7 that there was not any unfairness to Mr. Nelson to using the
8 information acquired.

9 And for all those reasons, I am denying the motion
10 at this time. And again, if you have more specifics, I'd be
11 glad to look at it after something more specific. But based
12 on the information provided and the affidavit and opposition
13 too, I do not believe there's any evidence that she acquired
14 any confidential information and furthermore that Mr.
15 Dickerson had a sufficient screening in there to safeguard any
16 -- Mr. Nelson from any disclosure. Do you want to prepare the
17 order on that, Mr. Dickerson? Or do you want --

18 MR. DICKERSON: I --

19 THE COURT: Do you want an order on that or --

20 MR. DICKERSON: Can we certify the minutes as the
21 Court's order.

22 THE COURT: Okay with that or do you want to --

23 MS. FORSERG: Well, as long as the minutes say that
24 we can look at more specifics. That's the only -- my only

1 concern would be --

2 THE COURT: Okay. If you got something that's more

3 specific --

4 MS. FORSERG: -- to make sure that they're --

5 THE COURT: -- you think that their affidavit, I

6 would be glad to look at it.

7 MS. FORSERG: As long as it includes that, we're

8 okay with that, Your Honor, but we just want to make sure that

9 the minutes do include that portion.

10 MR. DICKERSON: Thank you.

11 MS. FORSERG: Thank you, Your Honor.

12 THE COURT: Thank you.

13 THE MARSHAL: Thank you, guys.

14 THE COURT: We'll have the minute order suffice as

15 an order of this Court. Certify that.

16 MS. FORSERG: Thank you, Your Honor.

17 THE COURT: We'll certify that and we'll leave it in

18 your envelope downstairs.

19 MR. DICKERSON: Thank you, Your Honor.

20 MS. PROVOST: Thank you, Your Honor.

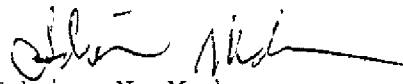
21 THE COURT: Thank you.

22 MS. FORSERG: Thank you.

23 (PROCEEDINGS CONCLUDED AT 15:17:13)

24 * * * * *

1 ATTEST: I do hereby certify that I have truly and
2 correctly transcribed the digital proceedings in the
3 above-entitled case to the best of my ability.

4
5 
6 /s/ Adrian N. Medrano
7 Adrian N. Medrano
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June 19, 2013

STEVEN D. GRIERSON

CLERK OF THE COURT

LATOSHA KELLY

DEPUTY

1 **ORDR**2 **THE DICKERSON LAW GROUP**3 **ROBERT P. DICKERSON, ESQ.**

4 Nevada Bar No. 000945

5 **KATHERINE L. PROVOST, ESQ.**

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14 Attorneys for LYNITA SUE NELSON

15
16
17 **EIGHTH JUDICIAL DISTRICT COURT**
18 **FAMILY DIVISION**19 **CLARK COUNTY, NEVADA**20 **ERIC L. NELSON,**

21 Plaintiff/Counterdefendant,

22 v.

23 **LYNITA SUE NELSON,**

24 Defendant/Counterclaimant.

25
26 **ERIC L. NELSON NEVADA TRUST**
27 dated May 30, 2001, and LSN NEVADA
28 TRUST dated May 30, 2001,Necessary Parties (joined in this
action pursuant to Stipulation and
Order entered on August 9, 2011)CASE NO. D-09-411537-D
DEPT NO. "O"

1 LANA MARTIN, as Distribution Trustee of)
 2 the ERIC L. NELSON NEVADA TRUST)
 3 dated May 30, 2001,)
 4 Necessary Party (joined in this action)
 5 pursuant to Stipulation and Order)
 6 entered on August 9, 2011)/ Purported)
 7 Counterclaimant and Crossclaimant,)
 8 v.)
 9 LYNITA SUE NELSON and ERIC)
 10 NELSON,)
 11 Purported Cross-Defendant and)
 12 Counterdefendant,)
 13

 LYNITA SUE NELSON,)
 14 Counterclaimant, Cross-Claimant,)
 15 and/or Third Party Plaintiff,)
 16 v.)
 17 ERIC L. NELSON, individually and as the)
 18 Investment Trustee of the ERIC L. NELSON)
 19 NEVADA TRUST dated May 30, 2001; the)
 20 ERIC L. NELSON NEVADA TRUST dated)
 21 May 30, 2001; LANA MARTIN, individually,)
 22 and as the current and/or former Distribution)
 23 Trustee of the ERIC L. NELSON NEVADA)
 24 TRUST dated May 30, 2001, and as the)
 25 former Distribution Trustee of the LSN)
 26 NEVADA TRUST dated May 30, 2001;)
 27 NOLA HARBER, individually, and as the)
 28 current and/or former Distribution Trustee)
 of the ERIC L. NELSON NEVADA TRUST)
 dated May 30, 2001, and as the current)
 and/or former Distribution Trustee of the)
 LSN NEVADA TRUST dated May 30, 2001;)
 ROCHELLE McGOWAN, individually;)

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

6
7 **ORDER FOR PAYMENT OF FUNDS PURSUANT TO JUNE 3, 2013**
8 **DECREE OF DIVORCE**

9 THE COURT, having considered the Motion for Payment of Funds Belonging
10 to Defendant Pursuant to Court's Decree to Ensure Receipt of Same, and for
11 Immediate Payment of Court Appointed Expert (the "Motion") submitted by
12 Defendant, LYNITA NELSON ("Lynita"), by and through her attorneys, ROBERT P.
13 DICKERSON, ESQ., KATHERINE L. PROVOST, ESQ., and JOSEF M.
14 KARACSONYI, ESQ., of THE DICKERSON LAW GROUP, the Opposition to
15 Motion submitted by the Eric L. Nelson Nevada Trust and the Joinder to Opposition
16 submitted by Eric L. Nelson, and having reviewed and analyzed the pleadings and
17 papers on file herein, including the Decree of Divorce entered by the Court on June 3,
18 2013, and good cause appearing therefore,

19 IT IS HEREBY ORDERED that David Stephens, Esq., shall immediately, upon
20 presentation of this Order, pay to Lynita or her attorneys the sum of \$1,032,742.00
21 from the \$1,568,000.00 held Mr. Stephens' trust account pursuant to the Court's prior
22 orders, and shall also pay from said funds the sum of \$35,258.00 to Larry Bertsch.

23 ...
24 ...
25 ...
26 ...
27 ...
28 ...

1 IT IS FURTHER ORDERED that if said \$1,568,000.00, or any portion thereof,
2 has already been transferred to Plaintiff, ERIC NELSON ("Eric"), and/or the ELN
3 Trust, the ELN Trust and Eric shall pay to Lynita or her attorneys the sum of
4 \$1,032,742.00, and shall pay to Larry Bertsch the sum of \$35,258.00, within twenty-
5 four (24) hours of presentation of this Order upon Eric's and the ELN Trust's counsel
6 of record in this matter.

7 DATED this 19 day of June, 2013.

8
9 
DISTRICT COURT JUDGE
FRANK P. SULLIVAN

10
11 Submitted by:
12 THE DICKERSON LAW GROUP

13
14 By _____
15 ROBERT P. DICKERSON, ESQ.
16 Nevada Bar No. 000945
17 KATHERINE L. PROVOST, ESQ.
18 Nevada Bar No. 008414
19 JOSEF M. KARACSONYI, ESQ.
20 Nevada Bar No. 010634
21 1745 Village Center Circle
22 Las Vegas, Nevada 89134
23 Attorneys for Defendant
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RPLY
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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.

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; LANA MARTIN, individually,
and as the current and/or former Distribution
Trustee of the ERIC L. NELSON NEVADA
TRUST dated May 30, 2001, and as the
former Distribution Trustee of the LSN
NEVADA TRUST dated May 30, 2001);

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

13 REPLY TO
14 OPPOSITION TO DEFENDANT'S MOTION TO AMEND OR ALTER
15 JUDGMENT, FOR DECLARATORY AND RELATED RELIEF AND JOINDER
16 TO OPPOSITION

17 COMES NOW Defendant, LYNITA SUE NELSON ("Lynita"), by and through
18 her attorneys, ROBERT P. DICKERSON, ESQ., and KATHERINE L. PROVOST,
19 ESQ., of THE DICKERSON LAW GROUP, and hereby files this Reply to the
20 Opposition to Defendant's Motion to Amend or Alter Judgment, for Declaratory and
21 Related Relief filed by the unnamed,¹ Distribution Trustee of the ERIC L. NELSON

22 ¹ This Court should note that the ELN Trust is now failing to name the person authorized to
23 bring and pursue legal action on behalf of the trust. As this Court should recall, Lana Martin, was the
24 named party as Distribution Trustee of the ELN Trust, authorized to defend and maintain the District
25 Court proceedings on behalf of the ELN Trust. Yet, at the June 19, 2013 court proceeding, counsel for
26 the ELN Trust represented that Nola Harber was now the current Distribution Trustee, and
27 representative of the Trust. It is well-settled that "a party to a litigation is either a natural or an artificial
28 person." *Causes v. Carpenters So. Nev. Vacation Trust*, 95 Nev. 609, 610, 600 P.2d 244, 245 (1979).
Accordingly, "it is the trustee, or trustees, rather than the trust itself that is entitled to bring suit." *Id.*
At no time during the divorce action, or ever since, has any motion been brought pursuant to NRCP
25(c) to substitute Nola Harber in the place of Lana Martin, as Distribution Trustee for the ELN Trust,
and the individual authorized to bring or maintain suit on behalf of the ELN Trust. Without the
provisions of NRCP 25(c), allowing for the continued prosecution of an action against an original party

1 NEVADA TRUST dated May 30, ("ELN Trust Opposition") and Joinder to Opposition
2 filed by Plaintiff, Eric Nelson.

3 This Reply is made and based upon the records, papers and pleadings on file
4 herein, the Points and Authorities, and the argument of counsel presented at the
5 hearing on the matter.

6 Dated this 11th day of July, 2013.

7 THE DICKERSON LAW GROUP

8
9 By 

10 ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
11 KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
12 1745 Village Center Circle
Las Vegas, Nevada 89134
13 Attorney for Defendant

14 **POINTS AND AUTHORITIES**

15 By its very request for this Court to stay a decision on Lynita's pending Motion,
16 the ELN Trust seeks to utilize threats of writ proceedings to the Nevada Supreme
17 Court from allowing this Court to exercise its judicially granted authority to decide
18 matters associated with this divorce action. Fortunately, Lynita believes this Court is
19 far past being threatened into such actions. There is no basis for this Court to
20 postpone issuing a ruling on the pending Motion as neither the ELN Trust's writ
21 proceedings nor the emergency stay which temporarily alleviates the ELN Trust of its
22 obligation to transfer to Lynita the sum of \$1,032,742.00 and to transfer to Larry

23
24 _____
25 even after transfer of such party's interest in the litigation, a party could transfer its interests to avoid
26 compliance with a court's orders. In theory, Eric could have the Distribution Trustee of the ELN Trust
27 changed continuously to avoid compliance with the District Court's Decree. NRCP 25(c) prevents a
28 party from having to litigate against such a moving target, and only allows for the substitution of a
successor in interest upon motion. There has never been any motion to substitute Ms. Harber in the
place of Ms. Martin. Accordingly, Lynita submits that Ms. Harber does not have standing to maintain
the filed Opposition.

1 Bertsch the sum of \$35,258.00 from the \$1,568,000.00 previously enjoined and held
2 Mr. Stephens' trust account pursuant to the Court's prior orders, restricts this Court
3 from issuing a decision on the pending motion. In fact, the ELN Trust submitted a
4 second request for emergency stay and second Petition for Writ of Prohibition in an
5 attempt to further stay this Court's June 3, 2013 Decree. In response, the Supreme
6 Court issued an order suggesting that such extraordinary intervention is not warranted
7 or proper. Exhibit A. Thus, at this time, there is no basis for this Court not to
8 proceed with the instant Motion.

9 1. Banone Properties

10 The ELN Trust suggests that Lynita would somehow receive a windfall if this
11 Court altered the June 3, 2013 Decree to remedy the illusory award it granted to her
12 when it awarded her Banone, LLC at a value of \$1,184,236. In support of this theory
13 the ELN Trust indicates that it holds a Deed of Trust and Assignment of Rents for the
14 property sold in violation of the Joint Preliminary Injunction during this action to the
15 McGowan's (the parent's of Eric's employee, Rochelle McGowan) and that this could
16 easily be transferred to Lynita to satisfy this property sale. Setting aside the ELN
17 Trust's arguments with respect to whether this Court has the authority to Order the
18 transfer of assets from the ELN Trust to the LSN Trust (as this argument is now one
19 for the Nevada Supreme Court to determine, this Court having already found that it
20 has the necessary jurisdiction and authority to enter such an order), it was not until
21 Lynita pointed out the discrepancy that exists with respect to the Banone, LLC
22 properties did the offer to transfer this Deed of Trust and Assignment of Rents to
23 Lynita first appear. While Lynita would not be opposed to this transfer, provided the
24 aforementioned Deed of Trust and Assignment of Rents requires actual monthly
25 payments to be made towards the outstanding balance owed under the Deed (as this
26 information is not believed to have been previously disclosed to the Court or Mr.
27 Bertsch, Lynita and her counsel are operating without this knowledge), as this Court
28 is well aware of the issues that already exist with Lynita's ability to collect the monies

1 which are owed to her under this Court's Decree of Divorce, caution should be the rule
2 of the day in considering whether the ELN Trust's offer is little more than lip service
3 with no legitimate expectation that a transfer ordered by this Court would ever result
4 in compensation to Lynita. An alternate suggestion to compensate Lynita for the
5 \$88,166 value of the Farmouth Circle property by way of transferring to Lynita
6 Banone-AZ property of comparable value.

7 The second argument of the ELN Trust is that Lynita has been compensated for
8 the sale of the Roseridge Avenue property as the proceeds from the sale of this property
9 were placed in the general operating account and utilized to maintain and manage
10 properties, many of which were transferred to the LSN Trust. This is quite the
11 argument to make when the ELN Trust well knows that (1) neither Eric nor the ELN
12 Trust has transferred any property to Lynita since the entry of the June 3, 2013 Decree
13 and has instead attempted to circumvent this Court's orders through improper efforts
14 to obtain writ relief from the Nevada Supreme Court and (2) even if this were true, this
15 would not fix the problem of the illusory award of \$63,000 in Banone, LLC assets (the
16 stated value of the Roseridge property sold to Eric's employee, Keith Little, during the
17 pendency of this action, in violation of the Joint Preliminary Injunction) which was
18 awarded to Lynita but which Eric's action and direction has removed from her grasp.

19 This Court has ruled that Lynita is entitled to receive assets equal to \$1,184,236
20 as valued by Larry Bertsch at the time of the divorce. Lynita is asking this Court to fix
21 the illusory award which resulted from Eric's actions by ordering the transfer of
22 additional assets to her to compensate her for the properties which Eric sold during the
23 pendency of this action. As the ELN Trust's emergency stay has temporarily taken the
24 \$1,568,000.00 in cash out of play for this purpose, this Court should look to other
25 assets to compensate Lynita. Again, the most simple approach to resolve this inequity

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1 would be to order the transfer to Lynita of certain Banone-AZ properties identified by
2 Larry Bertsch as having comparable value to those which Eric removed from play.²

3 The final, and most outrageous argument, advanced by the ELN Trust against
4 the requested relief is that property values in Las Vegas have increased and therefore
5 Lynita has already been over compensated for the Banone, LLC assets sold by Eric. If
6 this argument were to hold any weight than all of the assets at issue in this divorce
7 would need to be re-valued as of current date. Clearly this Court is not going to re-
8 value property that was disposed of in the Decree, post-trial. Though, if this Court
9 were so inclined it should note that CNN Money.com has compared the increase of
10 average property values across the country and has noted that while property values in
11 Las Vegas (Banone, LLC) have increased an average of 11% growth over the past 12
12 months, the Phoenix, AZ area (Banone-AZ) has recorded the largest increase of average
13 property values at 47% growth in the same time period. Exhibit B. Given this
14 knowledge does the ELN Trust and Eric truly desire to have all of the assets re-valued
15 today? One would think not.

16 2. Wyoming Downs

17 The ELN Trust clearly fails to understand the basic tenants of community
18 property law in Nevada. Dynasty Development Management, LLC was created by Eric
19 Nelson during the pendency of this divorce action. Similarly, contrary to this Court's
20 express order, the current interest in Wyoming Downs was purchased and obtained
21 during the pendency of this divorce action. NRS 123.220 defines community property
22 and confirms that all property "acquired after marriage by either husband or wife, or
23 both, is community property" unless otherwise provided by (1) An agreement in
24 writing between the spouses, or, (2) A decree of separate maintenance issued by a court
25 of competent jurisdiction. No such agreements or decrees exist with regard to
26 . . .

27
28 ² The Court should be careful in awarding Banone-AZ property to Lynita to ensure that Eric has
not encumbered any such property since the time of trial.

1 Wyoming Downs. Therefore, this asset is presumed to be community property and the
2 burden is on the ELN Trust to prove otherwise.

3 This Court's Decree makes clear that it was making no decision at the time of
4 trial as to Wyoming Downs because "this Court is 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". The problem with this ruling is that it leaves an item of community
8 property unadjudicated and the Decree open to interpretation – is it a final judgment?
9 an interlocutory order? To ensure that the Decree is a final Order this Court should
10 issue a ruling on Wyoming Downs.

11 This Court has never denied that Lynita has a community interest in Wyoming
12 Downs, or that Wyoming Downs is community property. Similarly, Lynita has never
13 acquiesced her interest in Wyoming Downs by any action taken during the course of
14 this divorce. This Court must resolve this issue at the earliest possible opportunity so
15 as to ensure there is closure in the divorce action. Lynita's Motion has set forth two
16 ways for this Court to do so - (1) award each of the parties' a 50% interest in this asset;
17 or (2) re-open discovery as to this asset and hold future proceedings concerning this
18 asset, leading to a final adjudication over the same. The ELN Trust's Opposition
19 apparently raises an additional way of resolving this issue, which is to confirm that
20 Wyoming Downs is 100% ELN Trust property. However, if that is so, then this Court
21 will still need to determine a value for Wyoming Downs, and will also need to revisit
22 its equalization of the trusts and adjust its overall disposition of the assets to ensure
23 the intent of the parties to equalize the trusts is maintained.

24 3. Mississippi Properties

25 Lynita's request for additional specificity concerning the Mississippi properties
26 is unopposed and must be granted.

27 Lynita's Mississippi counsel has provided the correction Warranty Deeds
28 attached as Exhibit B to Lynita's Motion. Such Deeds have been prepared by and

1 represent to be that which is required to ensure Lynita can obtain clear title to the
2 Mississippi properties awarded to her by this Court's June 3, 2013 Decree. Clearly,
3 Mississippi counsel, whose focus is Mississippi real property law, are in the best
4 position to know what is required to ensure clear title transfers to Lynita. Neither this
5 Court, nor the ELN Trust, nor Eric (whose efforts to transfer title in Mississippi have
6 already resulted in compromised title and a lawsuit over the property awarded to
7 Lynita by the Decree) are able to opine in any educated way that there is any basis for
8 the Deeds not to be signed as requested.

9 The ELN Trust (and Eric) have had years to hire and consult with whatever
10 experts they desire to learn about Mississippi real property law or any other area of
11 practice. In fact, Eric has had Mississippi counsel for the duration of these divorce
12 proceedings (Harold Duke, Esq.) and asked this Court to recognize an alleged
13 outstanding bill owed to his Mississippi counsel in excess of \$400,000. Any request
14 at this juncture for additional time to now determine if the Deeds prepared by Lynita's
15 Mississippi counsel are the most efficient way to clear title is nothing more than one
16 further effort to prevent Lynita from receiving any of the benefits afforded to her by
17 the Decree and should be denied.

18 4. Attorneys Fees

19 As this Court is well aware, the ELN Trust and Eric have worked in conjoined
20 efforts to ensure that Lynita is delayed if not dispossessed of all of the benefits awarded
21 to her by this Court's June 3, 2012 Decree. Lynita's Motion has been brought in good
22 faith and the relief requested by Lynita it is warranted and justified under the
23 circumstances. Nothing Lynita has done for the years this case has been pending has
24 unnecessarily increased the costs of litigation. The same holds true now. As Lynita

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1 will be the prevailing party on all of the issues raised by her Motion, fees should be
2 awarded.

3 DATED this 11th day of July, 2013.

4 Respectfully submitted,

5 THE DICKERSON LAW GROUP

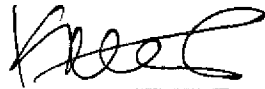
6
7 By 
8 ROBERT P. DICKERSON, ESQ.
9 Nevada Bar No. 000945
10 KATHERINE L. PROVOST, ESQ.
11 Nevada Bar No. 008414
12 1745 Village Center Circle
13 Las Vegas, Nevada 89134
14 Attorneys for Defendant
15
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EXHIBIT A

IN THE SUPREME COURT OF THE STATE OF NEVADA

NOLA HARBER, AS DISTRIBUTION
TRUSTEE OF THE ERIC L. NELSON
NEVADA TRUST DATED MAY 30, 2001,
Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF NEVADA,
IN AND FOR THE COUNTY OF
CLARK; AND THE HONORABLE
FRANK P. SULLIVAN, DISTRICT
JUDGE,

Respondents,

and

ERIC L. NELSON AND LYNITA S.
NELSON, INDIVIDUALLY; AND LSN
NEVADA TRUST DATED MAY 30, 2001,
Real Parties in Interest.

No. 63545

FILED

JUL 10 2013

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY R. Malone
DEPUTY CLERK

*ORDER DIRECTING SUPPLEMENT TO PETITION
AND DIRECTING ANSWER*

This is an original petition for a writ of prohibition challenging provisions of a district court divorce decree that direct the transfer of certain assets from the Eric L. Nelson Nevada Trust. Petitioner has also filed an emergency motion for a stay of those provisions of the divorce decree.

It is petitioner's burden to demonstrate that this court's extraordinary intervention is warranted. *Pan v. Eighth Judicial Dist. Court*, 120 Nev. 222, 228, 88 P.3d 840, 844 (2004). Writ relief is generally not available when the petitioner has a plain, speedy, and adequate remedy at law. *See* NRS 34.330; *Int'l Game Tech., Inc. v. Second Judicial Dist. Court*, 124 Nev. 193, 197, 179 P.3d 556, 558 (2008). The right to

appeal is generally considered an adequate legal remedy that precludes extraordinary relief. *Int'l Game Tech.*, 124 Nev. at 197, 179 P.3d at 558. A divorce decree is appealable as a final judgment when it finally resolves all issues pertaining to the dissolution of the parties' marriage, including the division of property. *See Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000) (recognizing that a final judgment is one that disposes of all issues presented and leaves nothing for the court's future consideration, except for certain post-judgment issues).

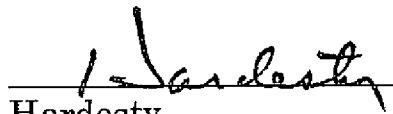
Petitioner contends that extraordinary relief is appropriate because an adequately legal remedy is not available. Specifically, petitioner asserts that an appeal cannot immediately be taken from the divorce decree because of a pending motion in the district court to alter or amend the judgment under NRCP 59. Further, petitioner acknowledges that the divorce decree is not a final judgment because the district court has not disposed of all of the assets, including the disposition of the Wyoming Downs property, which also appears to be the subject of the NRCP 59 motion. Nevertheless, petitioner has not established why an appeal from the final divorce decree, once it is entered, is not an adequate remedy in the ordinary course of the law. It seems that petitioner is essentially seeking to prevent enforcement of what appears to be an interlocutory order. *See Gojack v. Second Judicial Dist. Court*, 95 Nev. 443, 596 P.2d 237 (1979) (holding that the trial court lacked authority to enter a final divorce decree without contemporaneously disposing of the parties' community property); *but see Smith v. Smith*, 100 Nev. 610, 691 P.2d 428 (1984) (recognizing an exception to the rule prohibiting bifurcated divorce proceedings where the parties so stipulate). This court

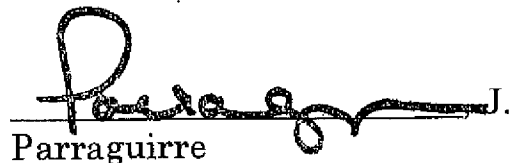
discourages such piecemeal review. *See Valley Bank of Nev. v. Ginsburg*, 110 Nev. 440, 444, 874 P.2d 729, 733 (1994).


Accordingly, petitioner shall have until Monday, July 15, 2013, at 4 p.m. to file and serve a supplement to the petition demonstrating why extraordinary relief is warranted at this time, given that the issues can ultimately be raised on appeal from a final judgment. The real parties in interest shall have 11 days after the supplement is served to file and serve an answer to the petition, as supplemented. We defer ruling on petitioner's motion for a stay at this time.

All documents submitted in response to this order shall be filed and served personally, electronically, or by facsimile transmission with the clerk of this court in Carson City. *See* NRAP 2; NRAP 25(a)(2)(B)(i); NRAP 25(a)(4). For purposes of this petition, we suspend application of NRAP 25(a)(2)(B)(ii)-(iv) and NRAP 26(b)(1)(B).

It is so ORDERED.


Hardesty, J.


Parraguirre, J.


Cherry, J.

cc: Hon. Frank P. Sullivan, District Judge
Solomon Dwiggin & Freer
Radford J. Smith, Chtd.
Dickerson Law Group
Eighth District Court Clerk

EXHIBIT B


CNNMoney.com
PRINTTHIS

 Powered by **Limelight**

Phoenix leads price rise charge

Third quarter numbers are in for nearly 150 markets. How does your home town stack up?

Phoenix real estate recorded a 55.2 percent increase in house prices over the past 12 months, according to the latest data from the National Association of Realtors. NAR's third-quarter median existing single-family home price survey, covering changes in 147 metropolitan statistical areas, revealed that the average home nationwide appreciated by 14.7 percent since last year. Homes in only six metro areas lost value. Trailing just behind Phoenix were two Florida cities: Orlando, where prices grew 44.8 percent, and the Cape Coral-Fort Myers area, where they rose 42.5 percent. Only in six areas did homes lose value led by Elmira New York, where they fell 5.4 percent. Topeka was down 1.3 percent and Youngstown Ohio inched down 1.0 percent. Some formerly white-hot markets slowed a bit. San Diego recorded a 6.3 percent gain after growing nearly 30 percent between 2003 and 2004. Las Vegas, which soared 48.7 percent during that same period, grew only 10.5 percent over the latest 12 months. Regionally, the South recorded the slimmest gain, at 7.7 percent, while the West had the highest - 18.8 percent. The Midwest (13.1 percent) trailed the Northeast (13.2 percent) slightly for second place.



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<u>Metropolitan Area</u>	<u>State</u>	<u>Growth</u>	<u>Median Price</u>
Phoenix-Mesa-Scottsdale	AZ	47.0%	\$243,400
Cape Coral-Fort Myers	FL	45.2%	\$266,800
Palm Bay-Melbourne-Titusville	FL	40.0%	\$204,000
Orlando	FL	36.5%	\$232,200
Sarasota-Bradenton-Venice	FL	34.3%	\$367,800
Reno-Sparks	NV	32.1%	\$357,400
Miami-Fort Lauderdale-Miami Beach	FL	31.7%	\$371,600
Deltona-Daytona Beach-Ormond Beach	FL	31.2%	\$194,000
Durham	NC	30.9%	\$198,500

Tucson	AZ	30.0%	\$228,500
Hagerstown-Martinsburg	MD/WV	28.7%	\$206,000
Honolulu	HI	28.1%	\$577,800
Washington-Arlington-Alexandria	DC/VA/MD/WV	26.2%	\$429,200
Atlantic City	NJ	25.7%	\$244,900
Riverside-San Bernardino-Ontario	CA	24.8%	\$367,600
Spokane	WA	24.6%	\$158,600
Davenport-Moline-Rock Island	IA/IL	24.0%	\$133,900
Allentown-Bethlehem-Easton	PA/NJ	23.9%	\$249,100
Virginia Beach-Norfolk-Newport News	VA/NC	23.8%	\$192,000
Pensacola-Ferry Pass-Brent	FL	23.3%	\$163,600
Tampa-St.Petersburg-Clearwater	FL	23.3%	\$195,000
Edison	NJ	22.8%	\$394,100
Sacramento--Arden-Arcade--Roseville	CA	22.5%	\$377,400
Ocala	FL	20.5%	\$135,300
New York-Wayne-White Plains	NY/NJ	20.0%	\$506,800
Seattle-Tacoma-Bellevue	WA	19.9%	\$310,300
Dover	DE	19.4%	\$176,300
Rockford	IL	18.6%	\$122,700
Cumberland	MD/WV	18.6%	\$88,600
New York-Northern New Jersey-Long Island	NY/NJ/PA	18.3%	\$452,700
Albuquerque	NM	18.1%	\$171,700
Eugene-Springfield	OR	18.0%	\$192,400
Baltimore-Towson	MD	17.5%	\$264,700
Danville	IL	16.9%	\$73,400
Portland-Vancouver-Beaverton	OR/WA	16.6%	\$238,000
Reading	PA	16.5%	\$140,400
Boise City-Nampa	ID	15.8%	\$161,800
New Haven-Milford	CT	15.0%	\$283,800
Syracuse	NY	14.8%	\$108,700
Richmond	VA	14.7%	\$198,400
Kankakee-Bradley	IL	14.6%	\$132,300
Montgomery	AL	14.0%	\$133,300
Hartford-West Hartford-East Hartford	CT	13.9%	\$257,700
Kingston	NY	13.8%	\$250,700
Salem	OR	13.7%	\$172,000
Trenton-Ewing	NJ	13.5%	\$267,700

El Paso	TX	13.4%	\$108,900
Colorado Springs	CO	13.0%	\$214,200
Madison	WI	13.0%	\$220,100
Nassau-Suffolk	NY	12.8%	\$467,700
Farmington	NM	12.6%	\$151,800
Green Bay	WI	12.4%	\$159,200
San Francisco-Oakland-Fremont	CA	12.3%	\$726,900
Decatur	IL	12.3%	\$86,800
Peoria	IL	12.3%	\$110,500
Shreveport-Bossier City	LA	12.3%	\$125,100
Philadelphia-Camden-Wilmington	PA/NJ/DE/MD	12.2%	\$211,000
Albany-Schenectady-Troy	NY	11.6%	\$176,100
Springfield	MA	11.4%	\$197,900
Amarillo	TX	11.4%	\$107,400
Las Vegas-Paradise	NV	11.2%	\$300,100
New Orleans-Metairie-Kenner	LA	11.0%	\$152,600
Jackson	MS	11.0%	\$131,700
Columbia	SC	10.8%	\$133,700
Mobile	AL	10.5%	\$129,100
Corpus Christi	TX	10.3%	\$123,000
Binghamton	NY	10.2%	\$93,300
Champaign-Urbana	IL	9.9%	\$137,600
Newark-Union	NJ/PA	9.9%	\$414,400
Milwaukee-Waukesha-West Allis	WI	9.9%	\$216,800
Tallahassee	FL	9.7%	\$163,300
Gulfport-Biloxi	MS	9.6%	\$124,000
Knoxville	TN	9.1%	\$143,400
Minneapolis-St. Paul-Bloomington	MN/WI	9.0%	\$237,700
South Bend-Mishawaka	IN	8.8%	\$102,100
Portland-South Portland-Biddeford	ME	8.8%	\$247,200
Memphis	TN/MS/AR	8.5%	\$150,100
Los Angeles-Long Beach-Santa Ana	CA	8.3%	\$474,800
Nashville-Davidson--Murfreesboro	TN	8.3%	\$159,700
San Diego-Carlsbad-San Marcos	CA	8.2%	\$605,600
Oklahoma City	OK	8.1%	\$115,700
Chicago-Naperville-Joliet	IL	8.0%	\$263,600
Saint Louis	MO/IL	7.9%	\$141,900
Jacksonville	FL	7.8%	\$166,600

	AR	7.7%	\$118,900
Bridgeport-Stamford-Norwalk	CT	7.6%	\$487,300
San Antonio	TX	7.5%	\$134,000
Raleigh-Cary	NC	7.4%	\$185,200
Gainesville	FL	7.0%	\$178,800
Barnstable Town	MA	7.0%	\$398,600
Glens Falls	NY	7.0%	\$142,000
Fargo	ND/MN	6.8%	\$132,600
Pittsfield	MA	6.6%	\$211,800
Boston-Cambridge-Quincy	MA/NH	6.6%	\$418,500
Providence-New Bedford-Fall River	RI/MA	6.3%	\$291,600
Anaheim-Santa Ana (Orange Co.)	CA	6.2%	\$696,100
Atlanta-Sandy Springs-Marietta	GA	6.2%	\$166,500
Sioux Falls	SD	6.2%	\$137,700
Dallas-Fort Worth-Arlington	TX	5.7%	\$149,100
Charleston	WV	5.7%	\$121,700
Waterloo/Cedar Falls	IA	5.6%	\$100,700
Baton Rouge	LA	5.6%	\$135,400
Greensboro-High Point	NC	5.5%	\$148,000
Rochester	NY	5.3%	\$110,700
Salt Lake City	UT	5.2%	\$169,900
Greenville	SC	5.1%	\$143,200
Austin-Round Rock	TX	5.0%	\$166,800
Worcester	MA	4.7%	\$292,300
Erie	PA	4.7%	\$98,500
Boulder	CO	4.5%	\$346,200
Birmingham-Hoover	AL	4.4%	\$156,100
Bloomington-Normal	IL	4.4%	\$155,800
Norwich-New London	CT	4.3%	\$246,800
Springfield	IL	4.3%	\$109,000
Ft. Wayne	IN	4.3%	\$102,800
Gary-Hammond	IN	4.0%	\$129,600
Lexington-Fayette	KY	3.9%	\$144,800
Cleveland-Elyria-Mentor	OH	3.9%	\$144,700
Columbus	OH	3.7%	\$155,900
Kennewick-Richland-Pasco	WA	3.7%	\$152,700
Tulsa	OK	3.6%	\$117,400
Grand Rapids	MI	3.3%	\$139,000

	MO/KS	3.3%	\$157,100
Akron	OH	3.3%	\$119,800
Appleton	WI	3.2%	\$129,600
Omaha	NE/IA	3.1%	\$137,300
Spartanburg	SC	3.0%	\$118,700
Denver-Aurora	CO	2.7%	\$248,400
Louisville	KY/IN	2.5%	\$136,800
Houston-Baytown-Sugar Land	TX	2.4%	\$142,500
Des Moines	IA	2.3%	\$145,100
Lansing-E.Lansing	MI	2.3%	\$143,600
Lincoln	NE	2.2%	\$138,300
Buffalo-Niagara Falls	NY	1.6%	\$97,500
Toledo	OH	1.6%	\$118,600
Yakima	WA	1.4%	\$134,800
Pittsburgh	PA	0.9%	\$118,500
Charleston-North Charleston	SC	0.9%	\$193,600
Cincinnati-Middletown	OH/KY/IN	0.7%	\$148,500
Beaumont-Port Arthur	TX	0.6%	\$96,500
Wichita	KS	0.5%	\$106,300
Detroit-Warren-Livonia	MI	0.4%	\$169,200
Cedar Rapids	IA	-0.2%	\$131,600
Dayton	OH	-0.3%	\$119,400
Topeka	KS	-0.6%	\$103,100
Indianapolis	IN	-1.0%	\$124,600
Chattanooga	TN/GA	-1.0%	\$130,500
Youngstown-Warren-Boardman	OH/PA	-2.7%	\$82,900
Kalamazoo-Portage	MI	-3.5%	\$122,600

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http://money.cnn.com/pt/features/lists/nar_2q05


Check the box to include the list of links referenced in the article.

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14 Attorneys for LYNITA SUE NELSON

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

11 ERIC L. NELSON,

12 Plaintiff/Counterdefendant,

13 v.

14 LYNITA SUE NELSON

15 Defendant/Counterclaimant.

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

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

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

CERTIFICATE OF MAILING

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

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

6 v.)

7 LYNITA SUE NELSON and ERIC)
8 NELSON,)

9 Purported Cross-Defendant and)
Counterdefendant,)

10 _____)
11 LYNITA SUE NELSON,)

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

13 v.)

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

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

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES**

July 22, 2013

D-09-411537-D Eric L Nelson, Plaintiff.
vs.
Lynita Nelson, Defendant.

July 22, 2013**2:00 PM****Motion****HEARD BY:** Sullivan, Frank P.**COURTROOM:** Courtroom 05**COURT CLERK:** Paul D. Donahue**PARTIES:**

Carli Nelson, Subject Minor, not present	
Eric Nelson, Plaintiff, Counter Defendant, present	Rhonda Forsberg, Attorney, present
Garett Nelson, Subject Minor, not present	
Joan Ramos, Other, not present	Jeffrey Luszeck, Attorney, present
Lana Martin, Cross Claimant, not present	Mark Solomon, Attorney, present
Lynita Nelson, Defendant, Counter Claimant, present	Robert Dickerson, Attorney, present
Rochelle McGowan, Other, not present	Jeffrey Luszeck, Attorney, present

JOURNAL ENTRIES

- MOTION: EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE WHY ERIC NELSON SHOULD NOT BE HELD IN CONTEMPT FOR VIOLATIONS OF JUNE 3, 2013 DECREE OF DIVORCE AND JUNE 19, 2013 ORDER AND MOTION FOR A FINDING OF CONTEMPT, FOR IMPLEMENTATION OF THE PENALTIES OF CONTEMPT, FOR FEES AND COSTS AND FOR OTHER RELATED RELIEF. MOTION: DEFT'S MOTION TO AMEND OR ALTER JUDGMENT, FOR DECLARATORY AND RELATED RELIEF. ORDER TO SHOW CAUSE: ORDER TO SHOW CAUSE.

Court noted the court has also reviewed the Opposition.

Attorney Dickerson noted exhibit A attached to their Motion filed on June 17 setting out specific orders they would like included for the 2 parcels and Mississippi properties should remain in or transferred to the ELN Trust which is 50 parcels to be amended or altered. Exhibit B prepared Deeds

PRINT DATE:	07/25/2013	Page 1 of 9	Minutes Date:	July 22, 2013
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by Mississippi Counsel to be signed and title transferred to ELN Trust in which Opposition has no objection to signing the deed.

Attorney Solomon stated they do not object to the relief request except page 6 line 5 and page 8 line 17 in the Motion they represent they are asking for quit claim deeds which some are grant bargain deeds requires warranties.

Attorney Provost stated she contacted Mississippi Counsel who advised her grant bargain sale deed is entitled grant bargain sale deed because that is how chain of title has been made to Mr. Nelson in the past.

All parties stated as to the grant bargain sale deed they are in agreement waiving warranties for a clean title which can be signed right away.

Attorney Solomon noted a quit claim deed should work and if they want a grant bargain deed without warranty is fine. Attorney Solomon requested to review and sign deeds by the end of the month.

COURT ORDERED, 13 Quit Claim Deeds for the Banjuan property and 1 Quit Claim deed for Lindel property by July 31, 2013 on or before business 5:00 pm.

Attorney Dickerson stated next issue is \$151,166. Attorney Dickerson requested the payment to be issued by Eric Nelson to Lynita Nelson.

Attorney Solomon stated Mr. Nelson does not have the authority to transfer distributions out.

Court FINDS, Mr. Eric Nelson went to pay for property and has been controlling all distributions and property transfers. Mr. Nelson sold it to Keith Little possibly benefiting Banjuan properties without thorough accounting. COURT ORDERED, Promissory Note and deed of trust \$88,166 transferred to Lynita Nelson trust \$63,000 payable by Mr. Nelson one time cash payment forthwith by end of July 31, 2013 on or before business 5:00 pm. 8 percent interest should be included from June and July.

Attorney Dickerson noted the final issue is dealing with the race track and requested 50 percent interest fee to be divided into trusts or the other option is to reopen the issue and to have a trial on the issue.

Court stated not being inclined to approve due to not having enough information from where the money came.

Attorney Dickerson stated he was given the Opposition this morning. Attorney Dickerson noted an history of the court order that was given on June 19, 2013 and Mr. Nelson has nothing pending in front of the Supreme Court.

Attorney Forsberg stated the trust all includes the children and the court was specific when ordering the funds.

Attorney Dickerson requested the order from June 19, 2013 to remain. Attorney Dickerson stated he can appear telephonically for the Evidentiary Hearing.

Following argument, Court FINDS, Considering Divorce Decree is the final order and address the matter under Amy as undisclosed asset. Court needs full accounting at the Status Check. COURT ORDERED, Evidentiary Hearing and Status Check SET. Discovery cut off before November 22, 2013 at 5:00 pm. June 19, 2013 ORDER TO REMAIN.

INTERIM CONDITIONS:

FUTURE HEARINGS:

Canceled: August 01, 2013 10:00 AM Motion
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated
Elliott, Jennifer
Courtroom 09
Vinson, Debra

August 01, 2013 4:00 PM Order to Show Cause
Courtroom 05
Sullivan, Frank P.

August 01, 2013 4:00 PM Status Check
Courtroom 05
Sullivan, Frank P.

Canceled: August 15, 2013 11:00 AM Motion

September 17, 2013 10:00 AM Motion
Elliott, Jennifer
Courtroom 09
Vinson, Debra

December 11, 2013 1:30 PM Evidentiary Hearing
Courtroom 05
Sullivan, Frank P.

FILED

NOV 05 2013

Alison L. Johnson
CLERK OF COURT

COPY

1 TRANS

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5
6 EIGHTH JUDICIAL DISTRICT COURT
7 FAMILY DIVISION
8 CLARK COUNTY, NEVADA
9

10 ERIC L. NELSON,)
11 Plaintiff,) CASE NO. D-09-411537-D
12 vs.) DEPT. O
13 LYNITA NELSON,) (SEALED)
14 Defendant.)
15 _____)
16

17 BEFORE THE HONORABLE FRANK P. SULLIVAN
18 DISTRICT COURT JUDGE

19 TRANSCRIPT RE: MOTION

20 MONDAY, JULY 22, 2013
21
22
23
24

1 APPEARANCES:

2 The Plaintiff:
3 For the Plaintiff:

ERIC L. NELSON
RHONDA FORSBERG, ESQ.
64 N. Pecos Rd., #700
Henderson, Nevada 89074
(702) 990-6448

5 The Defendant:
6 For the Defendant:

LYNITA NELSON
ROBERT PAUL DICKERSON, ESQ.
KATHERINE PROVOST, ESQ.
1745 Village Center Cir.
Las Vegas, Nevada 89134
(702) 388-8600

8 The Trustee:
9 For the Trustee:

DBA DISTRIBUTION TRUSTEE
OF ELN NEVADA TRUST
MARK SOLOMON, ESQ.
JEFFREY P. LUSZECK, ESQ.
9060 W. Cheyenne Ave.
Las Vegas, Nevada 89129
(702) 853-5483

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2 P R O C E E D I N G S

3 (THE PROCEEDINGS BEGAN AT 14:19:41)

4
5 THE COURT: This is the time set in the matter of
6 Eric Nelson and Lynita Nelson, case number D-411537. We'll
7 get everybody's appearances for the record then I kind of
8 explain where we're at and give everybody a chance to be
9 heard. We'll start -- I think it's your motion, Mr.
10 Dickerson.

11 MR. DICKERSON: Yes, Your Honor. Bob Dickerson and
12 Katherine Provost on behalf of Lynita Nelson. My bar number
13 is 0945. And Katherine's bar number is 8414.

14 THE COURT: Thank you. Good to see you again, Ms.
15 Lynita. Mr. Solomon for the Trust.

16 MR. SOLOMON: Yeah, thank you. Mark Solomon, bar
17 number 418 on behalf of the distribution trustee. I have my
18 associate with me, but I think he will be right --

19 THE COURT: Here he comes.

20 MR. SOLOMON: -- behind us.

21 THE COURT: There he goes.

22 MR. SOLOMON: There he is. Timely. State your
23 presence.

24 MR. LUSZECK: Jeff Luszeck, counsel for the

1 distribution trustee, the ELN Trust.

2 MS. FORSBERG: Good afternoon, Your Honor. Rhonda
3 Forsberg, 9557, on behalf of Eric Nelson who is present to my
4 right.

5 THE COURT: Good to see you as well, Mr. Eric.
6 Everybody can kind of sit down and get comfortable and I'll
7 give you an outline of where we're at and have it be heard.
8 This came on with Ms. Lynita's motion to amend or alter
9 judgment for -- for declaratory relief and order to show
10 cause. I have read the motions and the oppositions as well as
11 Mr. Eric's notice of joinder to the opposition.

12 Also I know there was an order to show cause
13 requested for contempt. I have granted an order shortening
14 time. I know people wouldn't have enough time. I did get the
15 response from -- by Ms. Forsberg on behalf of Mr. Eric, so I
16 did get a chance to review your opposition. I know it was on
17 very short time, so I'm just going to give people more time as
18 needed if they needed that. So I do appreciate you getting
19 such short notice on that as the goal was trying to save the
20 family some time and some court hearings and you were coming
21 here anyways.

22 So as far as -- well, let me see what we got to
23 resolve on that. I know the -- the one question on -- to
24 amend or alter the judgment deals with the Mississippi

1 properties as far as a more legal description on which
2 properties were awarded to Ms. Nelson under the decree of
3 divorce. Also they had asked issues about the Banjuan, about
4 two properties that were transferred throughout the course of
5 these proceedings to the amount of a hundred and fifty one
6 thousand, one sixty-six.

7 And also, the Court did not make a disposition as to
8 the Wyoming Downs, because I did not have any information
9 ready provided that -- that adjudicatory hearing as to tracing
10 Wyoming Downs. And basically that's kind of where we're at.
11 So they're asking for the relief. They're asking me to
12 identify which parcel numbers and legal descriptions for the
13 Mississippi properties so they could get those deeds
14 accordingly executed.

15 Also they want to have the Court order any --
16 apprise issued any and all deeds or assignments, any necessary
17 instruments to set forth as far as any property that has been
18 awarded to either party or to their trusts so they can get
19 those titles straightened out. And they wanted an additional
20 amendment for the one hundred and fifty-one thousand one
21 sixty-six in cash rather assets to compensate for the Banjuan
22 properties. And they want an order for 50 percent property
23 ownership in the Dynasty Development Management, LLC which
24 owns the Wyoming Downs.

1 As far as the opposition, the LSN Trust indicated
2 they did not oppose the Court provide a more spec --
3 specificity as to the Mississippi property, so we'll address
4 that to see if we're in agreement with those properties are or
5 not. So they advise the Court of course of their writ of
6 prohibition as currently pending before the supreme court.
7 Also in response indicated that the properties in the Banjuan,
8 the 2209 Farmouth property sold by Banjuan that the -- they
9 were willing to transfer the deed and the promissary note of
10 88,166 to the LSN Trust if that would resolve that issue.

11 As of the other property from the Banjuan, the 5704
12 Roseridge, indicated any monies from those are placed in
13 operating fund to manage the Banjuan property. And therefore,
14 that went to the benefit of the other Manjuan -- Banjuan
15 property as therefore should not be held against them.
16 Indicating that the Banjuan properties have increased in
17 value, however, no value was given. And then basically that
18 the loan taken off for the Wyoming Downs was -- was occurring
19 with a \$700 against the property and was a hundred percent
20 financed by the property and therefore, the trust -- Ms.
21 Lynita's trust, Ms. Lynita's -- community property or separate
22 property interest in that Wyoming Downs.

23 And that's kind of where we're at right now. As far
24 as the other issues, do you want to deal with these issues

1 first and deal with the contempt --

2 MR. SOLOMON: Sure.

3 THE COURT: -- separately? Is that an --

4 MR. SOLOMON: Yeah, that'll be fine.

5 THE COURT: -- easier way to do it to see what we're
6 in agreement with?

7 MR. SOLOMON: Appreciate that, Your Honor.

8 THE COURT: Okay.

9 MR. SOLOMON: I don't think we're involved in the
10 second motion.

11 THE COURT: Okay. As far as the agreement, as far
12 as the Mississippi properties, is there any dispute as to what
13 the property -- we saw the two deeds, but I wasn't sure I
14 could identify --

15 MR. DICKERSON: We have Exhibit A --

16 THE COURT: Yeah.

17 MR. DICKERSON: -- attached to our motion.

18 THE COURT: Yeah, I couldn't identify which of those
19 properties with the legal description. I couldn't determine
20 which ones.

21 MR. DICKERSON: Today sets out the specific orders
22 that we would like included as -- as you see. It -- it starts
23 out indicating that the following are going to be transferred
24 to the Eric L. Nelson Trust. And there are two parcels. And

1 then the next one it is ordered judge and decree that the
2 following Mississippi properties shall remain in or be
3 transferred to the LSN Nevada Trust. And it lists 50 parcels.

4 THE COURT: Okay. The --

5 MR. DICKERSON: It's simply asking that the Court's
6 decree to be altered and amended to include those specific
7 descriptions of the parcel numbers.

8 THE COURT: Okay.

9 MR. DICKERSON: And then we had prepared the deeds,
10 Exhibit B, and these are to be signed -- we're requesting that
11 those be -- be signed and have titled transferred to the LSN
12 Trust. The -- the opposition seems to suggest that they
13 didn't have a problem signing a deed but they wanted to look
14 at these. Their concern was whether there needed to be a
15 grant bargain sale deed. They wanted 30 days. This motion
16 was filed on June 17th. We're now well, well past the -- the
17 30 days that they would have needed to -- to inquire.

18 These deeds were prepared by Mississippi counsel
19 that is representing Mrs. Nelson with respect to lawsuits that
20 had been filed back there against Mr. Nelson and against the
21 trust. And according to them, these are the way the deeds
22 need to read.

23 MR. SOLOMON: Can I respond to that?

24 THE COURT: Absolutely. I want to take that as a

1 parcel and see what the disputes are.

2 MR. SOLOMON: It makes a lot more sense to do one
3 issue at a time.

4 THE COURT: Sure.

5 MR. SOLOMON: Your Honor, we -- we don't have any
6 objection to that relief request except for only one aspect.
7 In their motion at Page 6, Line 5 and again at Page 8, Line
8 17, they represent that they're asking for quitclaim deeds.
9 And we were prepared to say no problem. And then we looked at
10 the deeds and some of them are quitclaims and some of them are
11 grant bargain sale deeds. This is not a deal between a buyer
12 and a seller where we have title insurance and somebody's
13 making a warranty. This is a property division. And we can
14 only give what we got. And a quitclaim deed obviously works
15 in Mississippi because half of them are quitclaim deeds. So
16 --

17 MR. DICKERSON: If I may respond to that.

18 MR. SOLOMON: -- to -- to say that they went to a
19 real estate attorney and asked for them to put this together
20 and put them together with grant bargain sale deeds doesn't
21 say anything. He could have put them together and we have
22 checked that out. He could have put this together with
23 quitclaim deeds which is the appropriate mechanism to divide
24 property.

1 The grant bargain sale deed as I'm sure Your Honor
2 knows if nothing else from law school requires warranties.
3 And we're not in a position to make those warranties. I don't
4 think that was the Court's intent either. The Court's intent
5 was divide what we have. And a quitclaim deed does that. So
6 that's our only objection to that.

7 THE COURT: Mr. Dickerson.

8 MR. DICKERSON: Yeah, if Ms. Provost will handle
9 this. She's more familiar with the -- the discussions with
10 the Mississippi counsel.

11 MS. PROVOST: In anticipating this question having
12 received the opposition of the ELN Trust, I did contact
13 Mississippi counsel and inquire why some are quitclaim deeds
14 and some are grant bargain sale deeds. And what Mississippi
15 has confirmed for me is the reason --

16 MR. SOLOMON: And for the record, Your Honor, this
17 is hearsay.

18 MS. PROVOST: We -- we'll be more than --

19 THE COURT: So noted.

20 MS. PROVOST: -- if Your Honor prefers, we can
21 always have it certified by affidavit, but --

22 THE COURT: If I need. Let me see actually if we
23 can get it resolved.

24 MS. PROVOST: With respect to the -- the attempts to

1 continuously delay and delay and delay, in response, the grant
2 bargain sale deed is entitled grant bargain sale deed because
3 that is how the chain of title has been made due to Mr. Nelson
4 in the past.

5 Typically, properties in Mississippi would be
6 transferred by quitclaim deed, but in the past with respect to
7 the parcels that are grant bargain sale deed here, Mr. Nelson
8 previously had those done as grant bargain sale deeds.
9 Mississippi counsel in speaking with their title
10 representatives, the concern was if now all of a sudden you've
11 got grant bargain sale deeds coming through the chain of title
12 and now just a quitclaim deed at the bottom of the chain of
13 title, that would create a problem for Mrs. Nelson and
14 possibly cloud her marketability of the property with respect
15 to being able to have clear, free and marketable title to the
16 property.

17 So the grant bargain sale deeds are grant bargain
18 sale deeds simply because of the fact that in prior chain of
19 title and prior transfers of this property that is held that
20 was done. And that was done when Mr. Nelson was the one in
21 charge of it in making all of these property transfers.

22 THE COURT: Are you requesting with the corrected
23 grant bargain and sale deed, would you be willing to waive the
24 warranties that are only coming --

1 MR. DICKERSON: Absolutely.

2 THE COURT: -- with grant sale?

3 MS. PROVOST: Absolutely.

4 MR. DICKERSON: Yes.

5 THE COURT: Does that resolve your problem if they
6 waived it and as far as any warranties that would go under
7 just as they're doing it's -- because they've been advised
8 that's all they need to get a clean title of --

9 MR. SOLOMON: If you're saying we're giving a grant
10 bargain sale deed which has warranties but we get to
11 specifically say without any warranty, I think that makes the
12 quitclaim and I'm fine.

13 THE COURT: Yeah. Okay. And that -- does that work
14 for you if you did it that way? I'm just trying to get some
15 way so everybody is comfortable.

16 MR. DICKERSON: Yeah, it does. Yeah.

17 MS. PROVOST: Uh-huh (affirmative).

18 MR. DICKERSON: It -- well, other than what he's
19 already testified to in this courtroom with respect to the
20 ownership of those properties. It's just we need to have this
21 property conveyed. And the only -- according to Mississippi
22 counsel, in order to not create a cloud in the title, it needs
23 to be done in the form as they have drafted these four deeds.

24 THE COURT: But your case specifically with the

1 first one that was able to correct the grant bargain sale and
2 deed so that really would be dealing without the warranties
3 that's given on a grant bargain sale deed. Of course, you
4 felt he did something that violated the court order. I can
5 entertain that as a separate action --

6 MR. DICKERSON: Absolutely.

7 THE COURT: -- if you had a motion to look at that.
8 But this would be just really for transferring title because
9 that's your easiest way to get title to Ms. Lynita without any
10 cloud of title, is that kind of the way I understand it?
11 Would you be comfortable with that I specifically waived that
12 the corrected grant bargain sale deed was -- that would waive
13 the warranty?

14 MR. SOLOMON: On the warranty, that's where we're --

15 THE COURT: Yeah. I mean, that would make it
16 essentially quitclaim deed and --

17 MR. SOLOMON: We would, Your Honor. And we'd be
18 fine with that.

19 THE COURT: Well, as long as Mississippi -- as long
20 as they call it that way and that's what they label it, I'm
21 fine. If that gets -- does that solve your problem, Mr.
22 Dickerson, if you did it that way?

23 MR. DICKERSON: Well, they -- it -- what I'm
24 understanding, your -- your -- you will order that they

1 execute these four deeds that are attached wit the
2 understanding pursuant to court order that the two grant
3 bargain sales deeds are not included in any warranties by --

4 MR. SOLOMON: I think the deed has to reflect
5 without warranty, otherwise it could be relied upon down the
6 chain and we can be sued.

7 THE COURT: Well, I mean, if it's sold again that
8 somebody wouldn't have notice?

9 MR. SOLOMON: We -- we need to modify the form to
10 say without warranty.

11 THE COURT: Does -- does that cause problems for
12 you? Because normally when you see the grant -- I -- I see
13 what you're saying. If she transferred down the road, they
14 wouldn't have notice that --

15 MR. SOLOMON: That's my problem.

16 THE COURT: Is that a way you think you can resolve
17 that with language that's comfortable with Mississippi and get
18 'er done? Because I don't want to be coming back here and
19 titling that up for 32 --

20 MR. SOLOMON: Your Honor, I'm -- I'm sure based on
21 what I've just heard that a quitclaim deed would work. I
22 mean, there's no reason it wouldn't work. And -- and the
23 reason they were -- change of titles can have warranty deeds
24 and grants deeds. They can have all sorts of deeds. You can

1 get down to a co -- and that doesn't cloud title. And I don't
2 think they're making that representation that it will, because
3 it can't be made.

4 MR. DICKERSON: Well, I don't --

5 MR. SOLOMON: But that's up to them. If they want a
6 grant bargain sale deed --

7 MR. DICKERSON: I don't profess that he is
8 knowledgeable --

9 MR. SOLOMON: -- without a warranty, that's fine.

10 MR. DICKERSON: -- as counsel about Mississippi law.
11 I'm sorry.

12 THE COURT: Yeah, I don't know. I don't know how
13 they do it. I -- I know -- you know, a quitclaim deed is
14 where you basically you quit any claim you have. The
15 difference with that than when you do the bargain and deed is
16 you're warranting that you have title to it, you have the
17 right to transfer it and there's no other incumbrances other
18 than the ones you have disclosed. Where a quitclaim is saying
19 any ownership I have or may have in it, I give to you. That's
20 kind of the property law 101. So does that work out for you
21 if you do something like that --

22 MR. DICKERSON: We will work on that with --

23 THE COURT: -- with the language?

24 MR. DICKERSON: -- with respect to the quitclaim

1 deeds, will those be executed today and then the two grant
2 bargain -- the -- the grant bargain sale deeds, the corrected
3 grant bargain sale deeds? See, what they're attempted to do
4 --

5 MR. SOLOMON: Well, it's kind of --

6 MR. DICKERSON: -- when it says correct -- is
7 correcting a previous grant bargain sale deed and that's why
8 it references it.

9 THE COURT: Okay.

10 MR. SOLOMON: You know, it's okay when you make
11 warranties to yourself. It's a different thing when you have
12 to make warranties to third parties.

13 THE COURT: Okay. Well, any problem signing those
14 quitclaim deed immediately for the first two?

15 MR. DICKERSON: If -- if all it's doing is
16 correcting a previous grant bargain sale deed is of record.

17 THE COURT: Okay.

18 MR. DICKERSON: That's all it's doing.

19 MR. SOLOMON: Which Eric's testimony was that that
20 was intended to be conveyed back to him. Now I understand
21 what the Court did, but it's a whole different thing to convey
22 yourself something with warranties than to convey it to a
23 third party.

24 MR. DICKERSON: Well, now he's conveying it to

1 Lynita.

2 MR. SOLOMON: That's right. That is a third party.
3 And you're trying to hold him liable for potential defects and
4 title. Or at least that has the ability of doing it and
5 that's not appropriate in a divorce --

6 MR. DICKERSON: Then have him --

7 MR. SOLOMON: -- division.

8 MR. DICKERSON: -- convey it to himself and convey
9 it to Lynita.

10 THE COURT: Whatever works out. Does that --
11 whatever -- whatever works out. The two quitclaims, we can
12 get those signed right away. There's no objection to the
13 quitclaim deeds of that.

14 MS. PROVOST: Okay.

15 MR. SOLOMON: No objection to quitclaim deeds, Your
16 Honor.

17 THE COURT: Okay. Let's get those two signed
18 forthwith. Do you need a notary or can we do it now or is it
19 something you need to look at? I just want to get it done
20 within 24 hours or --

21 MS. PROVOST: What is --

22 MR. SOLOMON: What is that?

23 MS. PROVOST: They've had them since -- since June.

24 MR. DICKERSON: They've had them for --

1 MS. PROVOST: They've had them since June.

2 MR. SOLOMON: Well, there's no notary here number
3 one, Your Honor. And number two, who do you want this --

4 MR. DICKERSON: Those are going to be signed by --
5 Eric Nelson is the trustee of the trust. Eric Nelson has the
6 authority to do this. Eric Nelson has authority with respect
7 to that trust to do anything other than to make distributions
8 to himself.

9 THE COURT: Than distributions.

10 MS. PROVOST: To himself.

11 THE COURT: Yeah. Yeah.

12 MR. SOLOMON: So in their motion, they ask for the
13 distribution trustee to sign --

14 THE COURT: Yeah.

15 MR. SOLOMON: -- but they also said that we would
16 have 10 days to sign these things.

17 MS. PROVOST: They've had them since June.

18 MR. SOLOMON: And now they're asking to sign it
19 immediately.

20 THE COURT: Well, I'll give you some time to look at
21 it, but I'm going to make it a real short window like a day or
22 two so they got a chance to read it. If it's not signed,
23 we'll put on for a contempt if we need. I just wanted to get
24 'er done. But we'll give them a chance to look at it and

1 we'll make sure that noone thinks that someone's pulling
2 something fast on them.

3 As far as the corrected grant bargain sale deed, are
4 you okay if you can work out some language --

5 MR. DICKERSON: Yes.

6 THE COURT: -- to put in there? Okay.

7 MR. DICKERSON: We'll -- we'll work on that with
8 counsel and if we have to come back, we have to come back.

9 THE COURT: What's today, Monday? What if I put
10 this on for Friday? Can I get it done? I want to get a time
11 certain so we're not back here. If I gave you the close of
12 business Friday to get the grant bargain sale deed done and
13 the quitclaim deed and if not, put on for a status check --

14 MR. DICKERSON: That'll be great.

15 THE COURT: -- next Monday just to get 'er done?
16 I'm just trying to get this done, because otherwise we'll be
17 back and forth. If it's been done, I'll just vacate the
18 hearing.

19 MR. DICKERSON: And Judge, you also note that in our
20 motion we requested that the Court to further alter or amend
21 and indicate that the parties execute all other deeds and
22 assignments in order to convey the property. I have here --

23 MS. PROVOST: All the deeds relating to the real
24 property in Banjuan, LLC.

1 MR. DICKERSON: All -- all the deeds relating --

2 MS. NELSON: In Nevada.

3 MR. DICKERSON: -- to Banjuan, LLC and all the
4 property -- and the --

5 MS. NELSON: Lindale (ph).

6 MR. DICKERSON: -- Lindale deeds.

7 THE COURT: Okay. Let's make sure we got this one
8 right. As far as the deeds, the quitclaim deeds, we'll get
9 those things. The corrected grant bargain sale deed, I --
10 we're going to sit this here and work out language that
11 basically will say that it'll be the corrected one on that but
12 waiving any warranty deeds that normally would go under a
13 grant bargain, right? And get those all done by Friday, 5:00
14 o'clock. That'll give you enough time. Today's Monday.

15 MR. LUSZECK: We can give them to you now. You --

16 MR. DICKERSON: I'm not asking them today.

17 THE COURT: Okay.

18 MR. DICKERSON: Because they -- you have until
19 Friday.

20 THE COURT: So if we give you --

21 MR. LUSZECK: We've got other deadlines too by
22 Friday, but --

23 THE COURT: Are these -- to me, I don't see a lot of
24 time. I think they're pretty easy to read. I don't see

1 anything like --

2 MR. SOLOMON: Yeah, we're okay with the ones he's --

3 THE COURT: Okay.

4 MR. SOLOMON: -- he wants to hand me a new pile --

5 THE COURT: Okay.

6 MR. SOLOMON: -- I haven't seen before.

7 THE COURT: Now that one -- now let's go to the next
8 one. So we got that resolved as far as the quit -- okay. Is
9 that clear? By Friday, 5:00 o'clock. If not, we'll -- we'll
10 give you a review hearing next week before we're done to see
11 if it hasn't been done. If it's been done, we'll just vacate
12 that because I don't want to make people come down there and
13 waste anymore of you guys' time.

14 On the other -- the second was the Banjuan deeds.

15 MR. DICKERSON: We have prepared here with respect
16 to the Banjuan properties -- we've prepared 13 quitclaim deeds
17 relating to Banjuan properties. Hand those to counsel now.
18 And we've prepared one quitclaim deed relating to the Lindale
19 property.

20 THE COURT: Okay. I'll deal with that issue next
21 and give everybody a chance to be heard on that one, because
22 that's -- I know the supreme court where we're at, my
23 understanding of they gave you guys some more time to file
24 responses, supplementals. Those are the last things you might

1 want to bring me up to snuff on that, but do you want to be
2 heard on the --

3 MR. DICKERSON: There's no --

4 THE COURT: -- Banjuan?

5 MR. DICKERSON: -- stay on that issue.

6 THE COURT: Yeah, and I know they believed they gave
7 -- the -- the writ, they were considering with the stay of the
8 June 12th order or whatever it was. And then they came back
9 and they asked to stay the divorce decree. And the supreme
10 court said they wanted more information supplemental to
11 determine why they needed extraordinary relief instead of just
12 going for the regular appeal.

13 MR. DICKERSON: And at this point in time there is
14 no stay with respect to that second writ.

15 THE COURT: Okay. Yeah, that was my understanding,
16 but --

17 MR. LUSZECK: That's correct. Yeah. Nevada Supreme
18 Court asked for some supplemental briefing. We provided that
19 and there is no current -- there is no stay currently in place
20 with respect to the real property transfers.

21 MR. SOLOMON: But the stay motion is pending.

22 MR. LUSZECK: But the stay motion is pending.

23 THE COURT: Did they give you a time? I know they
24 gave you time to respond. Do they have a hearing date or did

1 they just gave you -- I know they gave they said within 11
2 days, you had to respond and --

3 MR. LUSZECK: Correct. There was -- there was no
4 date by which they indicated they would provide a response by.

5 THE COURT: Okay. And when is your -- is the time
6 frame up for the -- you got 11 days to respond either -- after
7 they had respond?

8 MR. DICKERSON: We have 11 days to respond.

9 THE COURT: You have 11 days?

10 MR. DICKERSON: I think that's the --

11 MS. PROVOST: We have responded to the -- the
12 emergency motion for stay and I believe that they have time
13 for a reply. I think it was five days from last week, so
14 sometime this week is when the reply is due.

15 MR. LUSZECK: That sounds -- that sounds --

16 THE COURT: But the end of the week is your deadline
17 about that. Okay. But they didn't give any time when you
18 could expect a decision or --

19 MR. LUSZECK: No, they did not.

20 THE COURT: Did they indicate they would entertain
21 oral argument or they didn't do that yet? They just kind of
22 --

23 MR. SOLOMON: No. No. Let me clarify, Your Honor.
24 What they did is on the -- I'll call it the second writ that

1 we've filed. We also requested a motion to stay. Instead of
2 entertaining the motion to stay, they sent back a brief order
3 saying tell us why an appeal isn't an adequate remedy and
4 we'll give you X days to do that. And they basically left in
5 advance the motion to stay without reaching that.

6 We have filed as Mr. Luszeck said the supplemental
7 brief requested by the supreme court. It's our anticipation
8 as soon as they file whatever they're entitled to file the
9 court will reach the motion to stay.

10 THE COURT: Okay.

11 MS. PROVOST: It's our -- it's our anticipation that
12 the court will deny the motion to stay.

13 THE COURT: Well, my -- I'll -- I'll be honest with
14 -- with both sides. My inclination is pushed as forward to
15 get it moving and let the supreme court do what they're going
16 to do and stop everything or do that, because otherwise we're
17 going to be going back and forth on every motion. I would be
18 inclined to have them execute the Banjuan deeds, because we
19 can have her execute it back if the supreme court gives the
20 stay. But the problem is I'm kind of in limbo. The same
21 token on that, the supreme court can maybe give something
22 emergency in front of supreme court. I just want them to
23 resolve it one way or another, because otherwise we're going
24 to be going back and forth from all of their motions in this

1 Court up to the supreme court back and forth. So I don't know
2 what the supreme court's planning on doing, but they -- they
3 could issue the stay on that -- on their application. And
4 they didn't is they want to indicate why an extraordinary
5 relief was warranted.

6 So I -- I would be inclined to have them and I'll
7 give you guys a chance to respond in a second, but I am
8 inclined to have you execute the Banjuan deeds and the supreme
9 court said nevermind, they stayed the order and I transfer
10 them back if we had to just so we get this moving forward,
11 because they say no and then we're sitting there for another
12 time frame trying to get this case moving one way or the other
13 by give you guys the appeal.

14 There was some question as to why my order I made
15 everybody payable to transferring 30 days. I did that because
16 I assume there would be appeals. And I don't do things high
17 handed to put the pressure on everybody to try and get them
18 that same day. I didn't think things would disappear. I
19 thought that things would be in there and we got credible
20 terms on that that let the supreme court decide if they
21 thought it should be stayed longer than the 30 days or
22 whatever they want to do. But that's why I did it for the 30
23 days was saying they give everybody a chance to breathe, do
24 their thing, get the supreme court and not have everyone

1 panicking running around because I did respect everybody's
2 rights to appeal and I did suspect that what people thought
3 was wisdom of Solomon or Sullivan or other people would think
4 was the stupidity of Sullivan. So I understood then I want to
5 give everybody a chance to get that and let the supreme court
6 step in any way they want, because these parties need to get
7 this done. It's been going on since 2008 and the filing since
8 2009 and needed to get some finalization either through me or
9 the supreme court.

10 So I'd be inclined to order the Banjuan deeds to be
11 -- quitclaims need to be transferred over along with the
12 Lindale and -- and if it comes out the supreme court issues
13 that stay and one's executed back or hold those -- make sure
14 those properties couldn't go anywhere while they determine
15 that, I'd be glad to parcel that. I'll also note that this
16 appears so that -- but -- but that would be my inclination is
17 to get that moving forward since they didn't stay the order,
18 but I'll give you a chance to be heard on that if you would
19 like.

20 MR. SOLOMON: Your Honor, we would request that at
21 least that that be given to the end of this month to -- to
22 review these deeds and to sign them and turn them over.
23 Obviously, it's -- it's quite a burden to transfer title and
24 untransfer title. And that'll give us another week to try and

1 get the supreme court to move one way or the other on our stay
2 motion and we'll tell them this Court's entered this order.
3 The title is going to have to transfer in the next eight days
4 or whatever that's left of this month unless this Court acts.
5 And then the supreme court will hopefully move one way or the
6 other and you'll have our finality at least until -- on that
7 issue.

8 THE COURT: Okay.

9 MR. DICKERSON: I have no objection to that
10 suggestion.

11 THE COURT: All right. What I'll do is court order
12 --

13 MR. DICKERSON: So it would be by the -- by the 1st
14 of -- of --

15 MR. SOLOMON: 1st of August?

16 MR. DICKERSON: Well --

17 THE COURT: Yeah, we'll do it by 5:00 o'clock p.m.
18 on August 1st. Is that fair enough? That way what we'll do
19 is we'll --

20 MR. SOLOMON: Anybody know if that's a weekday?

21 MR. DICKERSON: August 1st is a Thursday.

22 MR. SOLOMON: Is that a weekday, does anybody know?

23 THE COURT: Is that a weekday?

24 MR. DICKERSON: That's a Thursday.

1 MS. PROVOST: It's a Wednesday --
2 THE MARSHAL: Thursday.
3 MR. SOLOMON: That works.
4 THE COURT: Thursday. Does that work?
5 MS. PROVOST: Can he -- can he do it on the 31st --
6 THE COURT: Just order -- order then the -- with the
7 quitclaim -- and I want a chance to look at those deeds.
8 MR. DICKERSON: Can we do it on the 31st? The rents
9 are due on the 1st.
10 THE COURT: Okay. By 5:00 --
11 MR. DICKERSON: I ask that we simply do it by 5:00
12 p.m.
13 THE COURT: By 5:00 o'clock p.m. on July 31st. Does
14 that work for you? We'll order the 13 quitclaim deeds for the
15 Banjuan property and the one quitclaim deed to Lindale to be
16 executed on or before the close of business on July 31st, 5:00
17 o'clock p.m. unless the supreme court issues the stay or other
18 thing that would stop that. That gives people a chance to get
19 that going. Of course, I want to give you a chance to of
20 course to review all those quitclaim deeds to see if you think
21 they are adequate. And then that gives you some time with the
22 supreme court when you respond today or this week to sit
23 through and see if they want to issue a stay and know what's
24 going on. That way you can let them know here's what's

1 Sullivan's doing. So if that way they think they need to stay
2 it, then they can stay it. If not, we get this moving
3 forward. And that would be the 13 quitclaim deeds for Banjuan
4 and the one for Lindale?

5 MR. DICKERSON: Yes, Your Honor.

6 THE COURT: Okay. All right.

7 MR. DICKERSON: And the next issue Your Honor is
8 that issue dealing with the hundred and fifty-one thousand one
9 sixty-six.

10 THE COURT: Okay. Now they offered to give you that
11 88. Is that sufficient or is that --

12 MR. DICKERSON: Well, I would -- Judge, the problem
13 that we have with it is -- I -- I want to be careful. I don't
14 believe I've seen it, but there's been so much paperwork. I
15 may have seen it, but we're dealing with promissary notes and
16 we're dealing with deeds of trust on properties that he has
17 sold to related parties. I would simply say I would prefer a
18 court order or directing that Eric Nelson pay to Lynita Nelson
19 a hundred and fifty-one thousand one hundred and sixty-six
20 dollars.

21 MS. FORSBERG: Your Honor, is he saying Eric Nelson
22 personally or these are trust properties, so --

23 MR. DICKERSON: Well, these are monies that Eric as
24 the distribution -- Eric is --

1 MS. FORSBERG: No.

2 MR. DICKERSON: -- the one in control of the
3 trustee.

4 MS. FORSBERG: The investment trustee.

5 MR. DICKERSON: You can impose a judgment against
6 Eric and then we're going to get to -- to the point, because a
7 comment is made in their motion in their opposition to the
8 contempt order that is totally false. Eric Nelson can write a
9 check to Lynita Nelson for that 1.03 million or whatever that
10 number is today. He doesn't need Lana Martin. He doesn't
11 need Nola Harbor (ph). He needs no other individual. He can
12 write a check to her from that trust to her because he has the
13 authority to do so.

14 The only purpose of the distribution trustee is
15 respect to distribution as to Eric Nelson himself. So I would
16 ask that you -- you order that Eric Nelson pay her a hundred
17 and fifty thousand -- fifty-one thousand one hundred and
18 sixty-six dollars and then we'll deal with him making those
19 payments and that may very well be another contempt motion.

20 THE COURT: Okay.

21 MR. SOLOMON: Cash is very tight, Your Honor. And
22 to have us take what little cash has been left to our trust
23 after the award that was made is even more prejudicial.
24 There's nothing wrong with awarding to them the note and deed

1 of trust. That's for -- it's fully secured. It's payable at
2 eight percent. It's ballooned out at the end of 2015. And as
3 far as I know, it's performing, is that correct? The interest
4 is being paid contemporaneously pursuant to the terms.

5 With respect to the -- well, I guess you didn't
6 raise the issue of the other property. Do you want to take
7 them one at a time or --

8 MR. LUSZECK: Sure.

9 THE COURT: Sure.

10 MR. DICKERSON: Judge, for counsel to make a
11 statement with a straight face that cash is scarce when we
12 know that that 1.58 million dollars that was in Dave Stephen's
13 trust account safe and sound to be -- be distributed exactly
14 as Your Honor had ordered is now in the hands of either the
15 trust or Eric Nelson. In his response, Eric Nelson says he
16 doesn't have it. At -- at least they've got 1.58 million
17 dollars in cash sitting there as a result of the monies that
18 was being held in Mr. Stephens' trust account. And it's from
19 those monies that we're going to ask that you order that this
20 100 -- this 150 -- 1 -- 166 be distributed including the
21 additional monies as we'll deal with the contempt motion. And
22 I'll address that later. But the --

23 MR. SOLOMON: Your -- Your Honor awarded --

24 MR. DICKERSON: -- with respect --

1 MR. SOLOMON: -- real property that --

2 MR. DICKERSON: -- with respect to the --

3 MR. SOLOMON: I'm sorry.

4 THE COURT: Let him finish, yeah.

5 MR. DICKERSON: -- with respect to the property of
6 the notes, he says -- he says that they're performing. So
7 what -- what she's going to be receiving is asset that is far
8 less than -- than what you have ordered, because if that -- if
9 payments have been made on the promissary note, then we have a
10 lesser amount than what you previously ordered on -- on each
11 of these situations. So we simply ask that Eric Nelson put
12 himself in this position. He chose to sell those properties
13 to -- to related parties. He has received the benefits of
14 that and continues to receive the benefits of that.

15 Based upon your decisions, she's short based -- with
16 equalization of the hundred and fifty-one, one sixty-six and
17 we ask that you order Eric Nelson to pay that forthwith.

18 MR. SOLOMON: Several things with respect to that,
19 Your Honor. Number one, principal has not been paid on the
20 note. It's interest only at eight percent, the full amount
21 payable in December of 2015. So there's been no conversion of
22 any portion or reduction of -- of that amount.

23 Your Honor split the properties. This is another
24 property. It is simply unfair at this point, because contrary

1 to what counsel just said, if you order this to be paid of
2 cash, then he's going to still want if he prevails on the
3 other issue the balance of the cash to be awarded. So he's
4 really asking for more cash.

5 Eric does not have the authority to transfer
6 distributions out as the investment trustee. Under the theory
7 of trust law, these are payments made to Eric. And then from
8 Eric awarded over there. That requires the distribution
9 trustee. But with respect to the Farmouth Circle property,
10 you've got real property, you've got better -- you've got it
11 pre-sold. You've got a performing, no paying or income and
12 she's got the probability of receiving the entire cash amount
13 in the end of 2015.

14 With respect to the other property, the Roseridge,
15 Your Honor was correct in your preliminary statements that
16 that was sold in due course prior to any injunction being
17 entered in April of 2012 to the ELN Trust and that those funds
18 were in fact used for the expenses of upkeeping the rest of
19 the properties including the salaries, taxes, upkeep on the
20 rentals, just like Lynita had \$2,000,000 of cash or LSN had
21 \$2,000,000 of cash at the initiation of this divorce. So did
22 ELN have expenses associated with upkeeping its properties.
23 And that's gone. And it was gone before the Court entered the
24 decree.

1 If anything, Your Honor, when you think about it,
2 what that would do if that money is gone just like most of her
3 \$2,00,000 is gone, it left that much left to be divided
4 between the two of them. So if -- if anything, you end up
5 with ELN Trust having \$61,510 more than the 50 percent split
6 that you intended and that's the amount that needs to be
7 divided so that each side gets half of that \$61,000 and that
8 accomplishes what I think you were trying to do in your decree
9 to balance out this trust and the amounts.

10 The fact that it was sold before and used in
11 expenses is no different than any other cash being used by
12 either trust and gone by the time the Court entered this
13 decree.

14 So our position is with respect to Farmouth, they
15 should get the -- the note and the deed of trust which is
16 squarely within the intent of the Court. And with respect to
17 the Roseridge, the most they should get is half of the
18 additional \$61,510 that the Court awarded on the ELN side.

19 MR. DICKERSON: Well, I don't --

20 MR. SOLOMON: And that's put them in a parity.

21 MR. DICKERSON: I do not know of any motion to
22 altered or amended has it been filed by the trust. So that
23 issue is not before. You made your order with respect to
24 these. Eric Nelson has put himself in this position. It's

1 the same thing as Eric Nelson using well in excess of a
2 million dollars to build that mansion of his. And it's -- the
3 same thing with respect to what he did with respect to the
4 property and giving money to his brother for the Russell Road
5 property.

6 He has continued throughout this case to ignore this
7 Court's joint preliminary injunction which was issued at the
8 inception of this case. He continues to do this. And -- and
9 he should be the one that -- that pays any burden or -- or
10 takes the risk with respect to that note, because you ordered
11 her the property. Now they're saying Lynita, wait until
12 December of 2015. She could have sold that property as soon
13 as the deed is signed. And so he's -- he's reaping the
14 benefits of it. He'll collect his eight percent. I'm just
15 simply asking that Your Honor enter an -- and award and -- and
16 order him to pay a hundred and fifty-one thousand one
17 sixty-six to Lynita forthwith.

18 THE COURT: I believe the -- those two properties,
19 did I include those in the value --

20 MR. DICKERSON: Yes, you did.

21 THE COURT: -- when I did? I thought I --

22 MR. DICKERSON: Yes.

23 THE COURT: -- had included those because I saw --
24

1 MR. DICKERSON: They were --
2 THE COURT: -- those when I --
3 MR. DICKERSON: They were in Mr. Bertch's (ph) --
4 THE COURT: -- looked at my order and showed them on
5 Mr. -- my purchase report was showing that there needed to be
6 an offset for that and I just did not address it.
7 MR. SOLOMON: Right, but that was at --
8 MR. DICKERSON: And Mr. Bertch -- and Mr. --
9 MR. SOLOMON: -- at the end of 2011, Your Honor.
10 And these were sold in January of 2012.
11 THE COURT: '12, January 23rd, yeah.
12 MR. DICKERSON: Actually, Mr. Bertch's was not 2011
13 I don't believe.
14 THE COURT: No, his --
15 MR. DICKERSON: Mr. Bertch's updated continued to
16 update. At no time did Eric Nelson ever inform Mr. Bertch the
17 status of those properties.
18 THE COURT: Okay. Well --
19 MR. SOLOMON: Your Honor, it is December of 2011. I
20 have just reviewed it, number one. And number two, counsel
21 never informed us of every expenditure that the LSN made --
22 Trust made throughout any of this divorce --
23 MR. DICKERSON: The only expenditure he has is the
24 --

1 THE COURT: Let -- let him finish.

2 MR. SOLOMON: -- and to say that joint preliminary
3 injunction applies to the ELN Trust is simply wrong.
4 Otherwise, the Court wouldn't have had to enter its own
5 injunction in April of 2012.

6 THE COURT: All right. Here's -- here's what we're
7 going to do. I've heard enough on that. What I'm going to do
8 is I'm going to award the note, the promissary note and the
9 deed of trust for the \$88,166 to be transferred to Ms. Lynita
10 Nelson's trust forthwith. That's \$63,000. I'm going to order
11 him to pay her that \$63,000. I'm not comfortable that it went
12 to -- to pay for property. I have no idea. I'm not going to
13 look at accounting to show where it went to.

14 Mr. Nelson has been controlling all the
15 distributions or as far as all the property transfers, I
16 understand that. The fact as he sold that to Keith Little
17 (ph), one of his employees and now he's saying that that money
18 went to benefit Banjuan and stuff. I'm not sure if it did or
19 not. That would be subject to that money was all taken just
20 to benefit the Banjuan properties without a thorough
21 accounting. But to be honest, I think in fairness the 151 is
22 what I considered to try to equate the property at that time.

23 So I'm going to order -- that's going to be order of
24 this Court will be the 88,166, the promissary note and the

1 deed of trust will be transferred to Ms. Lynita's trust. And
2 then the difference of that, the \$63,000 will be payable by
3 Mr. Nelson to equalize that the \$63,000 and we'll give you a
4 time frame by that as well.

5 The reason I did that with the findings I made and
6 with the money that was at 1.8 or whatever it was with
7 interest was to try to get it done once and for all and also
8 leave the significant lump sum that Mr. Nelson could invest
9 and make money with that. That's kind of the reason for my
10 decision on that to give them money for that trust to make
11 money on that with the money entered and not give it all out
12 in cash to the other side, because that would tie his hands
13 and that's kind of how I came up with trying to equalize all
14 of that. But I think the 63,000 you're entitled to and we're
15 going to talk about that in a sec as far as a time frame for
16 delivery of that.

17 But I think only fair on that since he made those
18 decisions, he should be responsible for some of those
19 decisions. And that's what I did for the equated the values.
20 I didn't look at what's increased or not, because things could
21 have gone down or up, but I'm going to do the 88,166 note and
22 promissary note to Ms. Nelson and the \$63,000 would be a one
23 time cash payment from Mr. Nelson and we'll give a timing on
24 that as when that should be paid. I think that should be paid

1 by the end of July as well and I'll hear their argument about
2 not having any money. I'll hear that in a sec, get the --

3 MR. DICKERSON: And with respect then to the
4 promissary note that assignment -- that will be assigned
5 forthwith and I would ask that the court order also include
6 that any rents or any payments Mr. Nelson just received or the
7 trust has received on that note since June should also go to
8 Ms. Nelson.

9 THE COURT: That would be the eight percent interest
10 that that would basically for June.

11 MR. DICKERSON: Just -- just for months of June --

12 THE COURT: June and July?

13 MR. SOLOMON: Well, how about since June 3rd since
14 that was the date of the decree?

15 THE COURT: I'm okay with that.

16 MR. DICKERSON: The Court's intent was the June --
17 was that she received those monies for June.

18 THE COURT: The -- the June and July.

19 MR. DICKERSON: June and July payments would go to
20 --

21 THE COURT: Did you receive payments on June and
22 July. Did you get the interest payments on that, Mr. Nelson?
23 Did --

24 MR. NELSON: Yes, sir.

1 THE COURT: Okay. And we'll see if they can check
2 that out there. That's kind of -- it seems fair other -- the
3 thing would be the June and July --

4 MR. DICKERSON: The representations --

5 THE COURT: -- plus the interest --

6 MR. DICKERSON: -- that were made.

7 THE COURT: -- that he got --

8 MR. DICKERSON: The representation --

9 THE COURT: -- he said it was payable. He said --

10 MR. DICKERSON: Yeah, the representations made
11 earlier by counsel was that is a performing note.

12 THE COURT: He said it's performing. All right. So
13 it would be the 88,166 to Ms. Lynita with the promissary note
14 and the deed. With the payments that he received from the
15 months of June and July and the eight percent I think it was
16 and then the \$63,000 cash payment or other property which I'll
17 hear arguments on if there's other ways they want to equate
18 that, I'm fine. I just want to make -- try to get this done.

19 MR. SOLOMON: That's July 31 by 5:00 p.m., right?

20 THE COURT: Yeah, July 31st by 5:00 p.m. as well.
21 Again, pending any stay from the supreme court.

22 MR. DICKERSON: And again, then any payments that he
23 receives on these properties will be going to her.

24 MR. SOLOMON: I didn't hear that.

1 THE COURT: As of what for the --

2 MR. DICKERSON: Well, -- well, I mean, the -- the --
3 I guess we can get into that.

4 THE COURT: Which payments?

5 MR. DICKERSON: I think it's more into the contempt
6 motion is we know that he is continuing to collect these
7 monies. So he's collecting monies on this promissary note. I
8 would imagine that this promissary note that he's going to
9 receive the payment for August. It's just that those monies
10 need to be turned over to Mr. Nelson when -- and he's
11 basically taking them in trust for her and -- and be paid to
12 her forthwith upon his receipt.

13 THE COURT: Because it's June and July and going
14 forward if he gets anymore payments pending the estate.

15 MR. DICKERSON: And we're speaking the gross amount.

16 THE COURT: Any -- now you're talking just the rents
17 for this -- for the promissary note that you got?

18 MR. DICKERSON: Well, yeah, the prom -- that
19 promissary note -- we're going to get into the others with
20 respect to the properties.

21 THE COURT: Okay. Let me make sure -- okay. All
22 right. We're clear on that one and by -- and the \$63,000 by
23 July -- can you get that by July 31st? You want to argue on
24 that to see? Because I want to get this done on that. Now

1 the -- as I said, there's that money that's sitting there that
2 needs to be resolved one way or the other, but that might --
3 it may or may not be resolved. I guess depending on what the
4 supreme court does.

5 THE COURT: And payment by the close of business,
6 July 31st of the \$63,000 difference.

7 MR. SOLOMON: So I just raised an interesting issue
8 and I don't know and that is does this Court have jurisdiction
9 with respect to the cash at this point now that that's been
10 the subject of a stay? I -- and it may not.

11 THE COURT: Now see what the supreme court has to
12 say but they --

13 MR. DICKERSON: But we know he has \$500,000 --

14 THE COURT: He's got his interest.

15 MR. DICKERSON: -- that was his.

16 THE COURT: Yeah.

17 MR. DICKERSON: All right. And one would hope --

18 MR. SOLOMON: And I think you're --

19 MR. DICKERSON: One would hope that they're at least
20 holding on the monies that -- that was -- that was ordered to
21 be distributed to her.

22 THE COURT: But they indicated --

23 MR. DICKERSON: I do find it interesting --

24 THE COURT: -- in their motion that the 500,000 has

1 not been paid to Eric, so I would imagine that's sitting
2 there. But that's the way I read in the motion that said it
3 has not been paid to Eric when -- and when the opposition's --
4 so I assume the money is sitting there or I think it was the
5 --

6 MR. DICKERSON: I suspect that when I read motions
7 that counsel is owed in the neighborhood of \$400,000 if I'm
8 not mistaken on that number, I'm making a huge assumption that
9 they have been paid for those monies.

10 THE COURT: So basically you assume by this Court
11 having jurisdiction over that requirement. I'm going to order
12 the payment of 63,000 by the close of business July 31st, 5:00
13 o'clock and can argue to the supreme court and see what they
14 say and I'll entertain any post motions if they think there's
15 a lack of jurisdiction. I'll be glad to entertain that,
16 because of course if I lack jurisdiction, I don't have the
17 authority to do that. But I'm going to get this thing done.

18 MR. DICKERSON: Because there's monies to be paid by
19 Eric.

20 THE COURT: That by -- by Eric Nelson.

21 MS. FORSBERG: Your Honor, those are trust
22 properties we're talking about. Now they're ordering it from
23 Eric Nelson. And I think --

24 THE COURT: Well, he can --

1 MS. FORSBERG: -- he's trying to stretch it again --
2 THE COURT: -- he can --
3 MS. FORSBERG: -- like he did on the last order --
4 THE COURT: He can talk to --
5 MS. FORSBERG: -- that he slipped in.
6 THE COURT: -- Nola Harbor and ask her to give a
7 distribution. They could do that.
8 MS. FORSBERG: But the distribution would be through
9 him as Mr. Solomon just said it's -- that she can't do the
10 distribution through him through to her.
11 THE COURT: What I would need to do --
12 MS. FORSBERG: That's exactly what she's saying.
13 MR. DICKERSON: The -- the 63,000 needs to be paid
14 by him, Your Honor.
15 THE COURT: Yeah, he can pay it on that, he can --
16 MS. FORSBERG: And we're disagreeing with that,
17 because it's property from the trust, Your Honor.
18 THE COURT: Okay. Well, they got -- unless the
19 supreme court stays on that, we'll direct that -- basically he
20 can pay it with the distribution to himself, have him pay a
21 distribution to him and he could pay it for that. That's an
22 easy way to do it, because the people --
23 MS. FORSBERG: So you have to force the distribution
24 trustee to do such a thing like that.

1 THE COURT: If they need to do on that, I believe he
2 can request a distribution and the distribution hasn't denied
3 any request he's done in the last three years we've been here.
4 So if he can request a distribution to himself to pay that so
5 he doesn't go to jail, it seems like it would do the same
6 thing they have been doing for the last five years. So I
7 don't see that being a problem. If they want me to order this
8 -- the distribution, you want me to do that, I guess I can do
9 that, but I don't see the need to. I think he requested
10 distribution so he can pay that 63,000 if lieu of going to
11 jail or something, because you know we'll be here on a
12 contempt if it doesn't.

13 If you want me to order the trust, I think that's
14 what they were challenging if I had the authority to order the
15 trust to issue the distributions, that kind of -- but the
16 argument was if I had the authority to have them order him to
17 pay from that. But to me I'm ordering Mr. Nelson to pay it
18 and I think he can request the distribution trustee to give
19 him that 500 grand or whatever he has of his section in order
20 to avoid him being held in contempt. And they have never
21 disagreed and I know Ms. Harbor is the one I would doubt she
22 would deny her brother's request for distribution. They
23 haven't done it before. So to me if they did it, that would
24 be a way of just trying to block things and -- and I'll give

1 you a chance to make your -- again, that -- that gives you
2 more ammunition to put in the supreme court saying Sullivan is
3 getting crazy down there so you better do something. I'm just
4 trying to get these resolved because I think it needs to get
5 one way or the other. The supreme court needs to --

6 MR. DICKERSON: And the final issue on the motion to
7 alter or amend, Your Honor, deals with the -- the race track
8 in --

9 MS. PROVOST: Wyoming Downs.

10 MR. DICKERSON: -- in Wyoming, the Wyoming Downs
11 race track. And I -- I leave that Your Honor to cite. It
12 seems to me that the -- the easiest and simplest way is to do
13 what we suggest is just order that half interest, 50 percent
14 membership interest in Dynasty Development Management, LLC be
15 distributed to each of the trusts, the ELN Trust and -- and
16 Lynita's trust.

17 The other option that you have there obviously is to
18 reopen that trial on that specific issue and allow discovery
19 to be conducted. Again, seeing how expensive this whole
20 process has been, I -- I think the simpler process is simply
21 to order that half the -- a 50 percent membership interest be
22 conveyed to each of the trusts.

23 THE COURT: My concern on that is I would not be
24 inclined to do that without further information, because I

1 don't know where that money came from. I read your opposition
2 that that was a loan he took. It was well late in the -- in
3 the litigation process, the same token. I hate to open up the
4 door and spend another hundred thousand dollars of discovery.
5 So that's my hesitancy, the same token. I don't think I have
6 enough of a trail where the money came, where it go.

7 As you notice in my decision, I tried to maintain as
8 much as possible the integrity of the trust to protect both
9 sides from third party creditors and that was the purpose.
10 I'm not just setting aside the trust to -- to be -- to begin
11 with and I tried to trace money that fall -- that came from
12 one thing to another to try to do what was fair and just under
13 the trust while maintaining the trust. I didn't really get
14 into his -- as the cases I kind of followed money or
15 transitioned and said here's why I did this on this one with
16 the Wyoming. That came late. I don't know where the money
17 came from.

18 I did see the -- the attachment there, the -- the
19 races at the Wyoming Downs. It looks like it may be a -- a
20 good investment. He said it was a good investment when he did
21 it. But I would not be inclined just to give Ms. Lynita half
22 of that without evidence or some basis on why should be
23 awarded or anything on that that this Court can look at,
24 because I did maintain as much as I could the integrity of the

1 trust to protect both parties from judgment creditors.

2 MR. SOLOMON: Well, I appreciate that, Your Honor,
3 because frankly, we can't even fathom how she's entitled to a
4 piece of that. I know you haven't had the evidence in front
5 of you. We presented what we could. We gave you the closing
6 statement. We've showed you it was -- or testified about it.
7 I can bury Your Honor in whatever documents we have, but the
8 representations we made are accurate.

9 And that is this was acquired in January of 2012.
10 It was 100 percent debt financed with respect to the property
11 that was acquired. There is no community property interest
12 whatsoever used to acquire this property. It was a brand new
13 entity, a hundred percent owned by the ELN Trust that was able
14 to acquire this property on a very intense trustee where they
15 borrowed \$700,000, had to pay back a hundred thousand dollars
16 immediately. So effectively, got \$600,000 out of the property
17 and used that in accordance with its terms to pay the property
18 price of \$440,000 plus 400 -- I'm sorry, \$40,839 in settlement
19 charges and extensions. And then the balance was used to
20 maintain the property in accordance with the agreement.

21 Again, no community property was involved. It's a
22 new LLC created by a separate entity, ELN, with a hundred
23 percent financing. And it's somewhat ironic that you did hear
24 the evidence that Lynita Nelson never wanted to have anything

1 to do with gaming properties and here we are. That's what
2 they're asking for.

3 Eric and Dynasty Development are licensed, gaming
4 licensed. This is going to be a racetrack. She can't have a
5 50 percent piece without being licensed in the first place.
6 But the fundamental question is why would she be entitled to
7 any of it? She has no legal theory other than she wants to
8 consider anything that Eric did or apparently the ELN Trust
9 did during the marriage prior to the divorce that somehow as
10 community property. And it's not. It's simply not. She has
11 no legal theory to an entitlement of that. She can't have an
12 entitlement to it even if she wanted it without getting
13 licensed. And I'm sure she doesn't want all the debt
14 associated with this including the extensive trustee I have
15 just mentioned plus all the other expenditures that have had
16 to have been made since that time to try and make this a
17 viable enterprise. And it's simply stated there's nothing in
18 this record that supports any award or any entitlement of
19 award to that new venture.

20 MR. DICKERSON: And I hear him talking about all the
21 money that is expended in the meantime to create this venture
22 when we hear him earlier say that we're cash poor, we don't
23 have money. And we also know that he has yet to respond to
24 the representation or my comments with respect to the payment

1 of attorney's fees. I'm sure they have been paid \$400,000.
2 I'm sure that's happened. So, you know, as curious as to what
3 money is there and whether the -- the monies that you already
4 have directed should be paid to Lynita are going to be
5 available to do so.

6 Now he asked for legal theory. Your Honor's
7 decision in this case indicates that there's such a
8 commingling of the assets and these trusts that it is
9 essentially jointly owned community property going into each.
10 You found breach of fiduciary duty on Eric's part with respect
11 to monies -- taking monies out of Lynita's trust and never
12 returning them. You've indicated that there was to be an
13 equalization.

14 So this property was acquired during the term of the
15 marriage. Under Nevada law, it is presumed to be community
16 property. That's the legal theory. And he acquired that
17 through the use of the credit that he has of the assets that
18 were in the ELN Trust. Okay. Half of those assets were
19 Lynita's based upon Your Honor's ruling.

20 So I would simply ask that however you care to
21 handle it, she is entitled to be compensated for the value of
22 that asset.

23 THE COURT: Well, I would be inclined to see if you
24 can give some evidence to establish that. I'll be glad to set

1 it for a very short discovery period and a very short hearing.
2 I'm not -- it's not going to be a nine day trial. I'm talking
3 about, you know, an hour or two on that that -- to -- to trace
4 this, but with my -- I try to be real careful. I went through
5 the findings that -- that trace things specifically. The
6 Wyoming, I didn't have enough information because I had a lot
7 of legal argument and a lot of briefing on that but never
8 really got to the bottom of it and some testimony by Mr.
9 Nelson. But I'll be glad to open it up for a very short
10 discovery period.

11 I don't see a lot of discovery. I think you got the
12 documents already. I'm not sure what the discovery would be
13 other than documents. I'm not sure if you need depositions or
14 not. Do you see a need for depositions? I don't know who
15 would you depose. I'm not sure if we need to talk to them
16 about them. Fine, just so I can finally get this resolved one
17 way or the other. I'll be glad to give you -- that way we got
18 a nice record so people can take it up if there's any issue on
19 that, but --

20 MR. DICKERSON: With respect to that issue of taking
21 issues up, I would ask that we treat it this way. And I'm
22 assuming counsel has no objection. You have entered your
23 decree of divorce. I would like that to be considered the --
24 the final order. I would like --

1 THE COURT: Is it --

2 MR. DICKERSON: -- this to be treated as a motion to
3 have an equal distribution of undisclosed assets or asset --
4 because under Amy (ph), assets that were not included in the
5 decree so that we have a final decree of divorce and they can
6 do with that whatever they would like. And then we can have
7 this issue dealing with this property treated separately.

8 THE COURT: And that -- that --

9 MR. SOLOMON: I don't think the Court has the power
10 to do that, Your Honor. I wish it did, but it doesn't have
11 the power to do that. That's like bifurcating the property
12 issues. It can't. And --

13 MR. DICKERSON: It is not --

14 MR. SOLOMON: -- the supreme court would never
15 consider that a final order. They would never --

16 MR. DICKERSON: Well --

17 MR. SOLOMON: -- consider that a final order until
18 you dispose of all the assets --

19 MR. DICKERSON: I'm not so bold.

20 MR. SOLOMON: I mean, an Amy issue is totally
21 different. That's where you don't have that issue tendered
22 because you don't know about it until later. That's a whole
23 different ball game.

24 THE COURT: Yeah, as far as what the supreme court

1 would do and not do, I don't know, but normally Amy is the
2 undisclosed asset here. It was the -- the asset was
3 disclosed, but the fact is that's why I made my finding. That
4 way maybe I should have been more specific to make it clear
5 that I was without sufficient information regarding the
6 details to make any determination I thought was fair and just
7 on the disposition that property because I did want to
8 consider all of the evidence on that.

9 I don't know if I could consider that a final order
10 or not. I mean, I would like to get this done so you don't
11 sit there and tie everything up. I'm sure the other side may
12 want it tied up more and more just to get 'er done, but I
13 would like to treat it as an undisclosed asset. I'm not sure
14 if I can to be honest. I just don't know since this is kind
15 of came up that.

16 MR. SOLOMON: It's in your decree.

17 THE COURT: Yeah.

18 MR. DICKERSON: We will --

19 THE COURT: Yeah.

20 MR. DICKERSON: -- include that in the order.

21 THE COURT: I just don't know if they can -- and to
22 be honest if they can do that, because the fact it was
23 addressed specifically in my decree, so it wasn't an
24 undisclosed asset. I just don't know. I think in fairness of

1 equity and justice my intent would be to consider that a final
2 order and do this as separate, but I'm just not sure if that
3 would hold up to be honest under scrutiny. But that would be
4 my desire just to try to get this done for the other issue,
5 because it may not become another issue if I find out that
6 it's -- they don't have an interest on that. Of course, they
7 -- they may appeal of course on that, but at least he gets it
8 resolved one way or the other.

9 So I would be inclined to try to treat it under Amy.
10 I just don't know if that would hold up to be honest, because
11 I haven't researched it. I haven't researched it.

12 MR. SOLOMON: What -- what do you mean to prepare
13 the order? What -- what --

14 MR. DICKERSON: We'll -- we'll prepare the order
15 indicating that he is construing --

16 THE COURT: The judge --

17 MR. DICKERSON: -- that portion of our motion as it
18 would be a motion under Amy for an asset that has not been
19 covered under the -- the decree and that -- and but his intent
20 --

21 MR. SOLOMON: And he's granting that? I mean --

22 MR. DICKERSON: His intent and -- no, he's -- he's
23 setting the evidentiary hearing on that --

24 THE COURT: Yeah.

1 MR. DICKERSON: -- issue alone.

2 THE COURT: Yeah. I said I would be inclined to
3 grant -- maybe put the wording that way. I would be inclined
4 to treat it as an Amy motion as an undisclosed asset. At
5 least you get discovery on that. And by that time, we'll see
6 where we're at, because it may resolve itself, whatever
7 happens with the supreme court. I mean, that may go there,
8 but that would be my inclination to do it. I just don't know
9 if that would hold up and maybe you can certify -- yeah.

10 MR. SOLOMON: That's why I don't understand. Mr.
11 Dickerson is trying to take your inclination and saying --

12 THE COURT: Yeah.

13 MR. SOLOMON: -- that's going to become the order.
14 And I don't think that's what you're saying, so I think we're
15 in an order --

16 MR. DICKERSON: We have to have an order

17 MR. SOLOMON: -- we're on different --

18 MR. DICKERSON: We have to have --

19 MR. SOLOMON: -- levels here.

20 MR. DICKERSON: -- an order that they can take to
21 the supreme court and say you can or cannot do that. So --

22 THE COURT: Let me -- okay. So you guys -- let's do
23 this. I'm going to make a determination and give it to you
24 and let them appeal it is what -- I guess it's another option

1 I guess is denied. How long are you seeking for this
2 discovery?

3 MR. DICKERSON: I -- I would ask if you can set the
4 -- if you can set the evidentiary hearing in 90 days and --
5 and give us the next 60 days to get the discovery.

6 THE COURT: Okay. Let me see what they got and see
7 what they -- I want to get this done as often as everyone else
8 does.

9 MR. SOLOMON: I -- I know you do. I --

10 THE COURT: I just don't -- you know, I would be
11 inclined to order mine as a final order and then used just as
12 in Amy for undisclosed assets just to try to get it moving
13 forward. My thing is I don't know if I'm comfortable putting
14 it in an order, because I do have some reservations that I
15 haven't looked at it. But that goes to my intent when I did
16 the order was I haven't done any decision that knowing that,
17 but I was hoping that wasn't going to delay everything. And I
18 did consider that at the beginning that may tie things up,
19 because there wouldn't be a full distribution of all the --

20 MR. DICKERSON: The -- the issue we're --

21 THE COURT: -- the properties.

22 MR. DICKERSON: -- dealing with obviously if we got
23 discovery out today, they got 30 days. I would like to take
24 Mr. Nelson's deposition.

1 MR. SOLOMON: Is the sole issue the acquisi --
2 whether or not the acquisition is -- is community property?

3 THE COURT: I don't think -- they're trying to argue
4 that the whole thing is Dynasty is party community property or
5 the acquisition -- I -- I imagine they're trying to argue that
6 the whole thing should have been community property as far as
7 Dynasty. Is that your position that basically Dynasty should
8 have been deemed community property from its onset?

9 MR. DICKERSON: Yes.

10 THE COURT: Okay.

11 MR. DICKERSON: It's no different than any other
12 asset that's in any of those trusts.

13 MR. SOLOMON: Well, I want to limit it to the
14 acquisition of that asset. Is that where we are?

15 MR. DICKERSON: I don't understand what you're
16 saying.

17 MR. SOLOMON: Well, I don't think you're entitled to
18 all the books and records of everything that's gone on with
19 respect to that entity there -- thereafter --

20 MR. DICKERSON: Why not?

21 MR. SOLOMON: -- until you determine whether or not
22 there is any community property interest in it.

23 MR. DICKERSON: But it has a value. I mean, we have
24 every right to know that.

1 THE COURT: But how -- when was that created? I
2 mean, are we talking 10 -- I -- I have no idea when that was
3 created.

4 MR. SOLOMON: Anywhere this year, wasn't it?

5 MR. LUSZECK: No, 2012.

6 MS. PROVOST: It was last year.

7 MR. SOLOMON: I can't hear you, Eric. I'm sorry.

8 THE COURT: Yeah, let him sit -- yeah.

9 MR. SOLOMON: I know they are adamant they didn't
10 want it bought. I mean, that -- that wasn't argued before
11 Your Honor until we acquire it --

12 THE COURT: Yeah, it may be --

13 MR. SOLOMON: -- with borrowed funds.

14 MR. DICKERSON: My records, it was sometime in early
15 2012, I believe.

16 THE COURT: Now here's what --

17 MR. SOLOMON: It was early 2012.

18 THE COURT: If -- if we can get it out -- if we can
19 give you 60 days for discovery, can we -- can we do an
20 evidentiary in 90 days just as to that? So that'll give you
21 enough time. You can file your discovery request. If you got
22 concerns, you don't want him to, just file for protective.
23 I'll look at it and see what issues and I don't want them
24 going on a fishing expedition, the same token. I want to see

1 what documents they may or may not need, because I'm focusing
2 right now on the acquisition itself, but I don't -- I don't
3 want to by them either so that they said they didn't have a
4 chance to fully explore their theory of the case. But if --
5 if I give you -- how long do you need for discovery? If I
6 give you six days, will that give you enough to be ready in 30
7 days just for that limited issue?

8 MR. DICKERSON: Yes.

9 THE COURT: Okay. Let's see if we can get that
10 resolved.

11 MR. DICKERSON: Also I would ask that if you were to
12 have the discovery cutoff to 15 days prior to the -- the
13 evidentiary hearing date, so that would give us roughly --

14 THE COURT: 75 days.

15 MR. DICKERSON: -- 75 days.

16 THE COURT: Would that work for you, counsel? Want
17 to look in your calendar?

18 MR. SOLOMON: Yeah, we're in the middle of a major
19 trial at that point, Your Honor. And then I -- November I
20 leave for a three week vacation. So I --

21 MS. PROVOST: It'll be in December.

22 MR. SOLOMON: -- I don't see any time until December
23 to hear this.

24 THE COURT: Okay. Here's what we'll do on that.

1 The --

2 MR. DICKERSON: How about before?

3 MS. PROVOST: You're going to kill us.

4 THE COURT: Okay. Well, here's what we'll do as far
5 as this what we're going to do. I'm going to consider my
6 divorce decree a final order, consider this under Amy. The
7 reason for that, then I don't care if it -- if it takes it to
8 December. I don't care in that sense because it gets it
9 resolved. It gives counsel a chance to look at that issue.
10 It won't negatively impact anyone. It gives them a chance to
11 challenge that order. But that was my intent. I did not have
12 enough with the Wyoming to -- to make a decision. I didn't
13 want to delay this any longer because it has been going on
14 forever. So my goal was to get it moving and felt we could
15 deal with Wyoming later on if it was an issue. I thought
16 maybe it wouldn't be an issue. So it wouldn't be there. So I
17 wasn't worried about it tying up there.

18 But in this case, it is an issue. And with the
19 discovery in effect that counsel is indicating that it had
20 been a tough spot and you're in leaving in November. So what,
21 if you did it in July you said you -- we've got -- what's
22 today, July? So we're already almost August. So in July,
23 August, September, October and you said you're going to be --

24 MR. SOLOMON: October is wiped out on a trial.

1 THE COURT: And you said November is --

2 MR. SOLOMON: November I'm gone --

3 THE COURT: Okay.

4 MR. SOLOMON: -- until the last week.

5 THE COURT: Okay. I think in fairness, then let's
6 -- I'm going to have you put in the order that the Court's
7 going to consider its -- this divorce decree as a final order.
8 We'll address this under Amy as an undisclosed asset, that way
9 it won't delay everything until December and that seems --
10 that would be the fair way to give everybody a chance to look
11 at it and give us any chance if we need any motions and to
12 limit discovery and things like that. It gives everybody
13 chance so we're not just scrambling. Because I'm trying to
14 get this done the best I can. I think that's the fairest to
15 do it and you can take all those issues up and if they think
16 it's appropriate, so bet it, but otherwise, you're never going
17 to get this thing done. Does that work for you, counsel, if
18 we did in December then sometime?

19 MR. SOLOMON: I can't agree to that for the reason
20 --

21 THE COURT: No. No.

22 MR. SOLOMON: -- you stated, Your Honor.

23 THE COURT: This says December. No.

24 MR. SOLOMON: I understand what you're doing.

1 THE COURT: Yeah, I mean, just for the time frame.
2 I'm just trying to give you a time frame for those reasons so
3 the supreme court know what I'm thinking. That's why I'm
4 doing it, because otherwise it's going to tie us up into next
5 year before we get anything moving. But I will note that you
6 may disagree with the legal basis for that and I respect that.
7 But that's the reason for extending it then to the December
8 date. Let's give you discovery. Did you want a specific
9 discovery cutoff time or do you want me to do it 15 days
10 before the --

11 MR. DICKERSON: Let's do it 15 days before the
12 evidentiary hearing.

13 THE COURT: Does that work for you, counsel?

14 MR. SOLOMON: It does.

15 THE COURT: Okay. Let's give -- let's look at an --
16 an evidentiary hearing in December that I have some time and
17 we'll get some dates with the counsel and then we can get the
18 15 day cutoff.

19 MR. SOLOMON: I think so.

20 THE COURT: Do you see -- do you see just an
21 afternoon being enough?

22 MR. SOLOMON: Yes.

23 MS. PROVOST: Uh-huh (affirmative).

24 THE COURT: A half a day should be enough.

1 MR. SOLOMON: And this goes off in summary judgment,
2 Your Honor, because I don't think they have an evidence --
3 THE COURT: Yeah.
4 MR. SOLOMON: -- nor can they obtain it --
5 THE COURT: Yeah, and that gives some time --
6 MR. SOLOMON: -- other than what they already know.
7 THE COURT: Okay.
8 MR. SOLOMON: That's purely a legal issue of whether
9 or not they get a community property interest.
10 THE COURT: If I get you a cutoff in 15 days from
11 this before, does it give you time to file all your motions?
12 Okay.
13 MR. DICKERSON: Yes.
14 THE COURT: It doesn't matter. We'll make it work.
15 I'll just cut other things out. It doesn't matter.
16 THE CLERK: December 11.
17 THE COURT: Does that work for everybody, December
18 11th?
19 MR. SOLOMON: Your Honor, I apologize. I left my
20 phone in my car. It has my calendar on it, but I'll --
21 THE COURT: Okay.
22 MR. SOLOMON: -- I'll assume it is and --
23 THE COURT: Let's put it December 11th.
24 MR. SOLOMON: -- if there's a problem, I'll let you

1 know.

2 THE COURT: If there's a problem, let us call my
3 chambers and I'll have my law clerk coordinate with all the
4 attorneys and get a new date if -- if that doesn't work for
5 everybody.

6 THE CLERK: at 1:30?

7 THE COURT: December 11th at 1:30 and we'll give you
8 the whole afternoon.

9 MR. SOLOMON: Thank you, Your Honor.

10 THE COURT: And again, if there's any problem, let
11 me know and we'll move things around, because I need to get
12 covers for my calendar which I'll do. And then we'll have
13 discovery --

14 MR. SOLOMON: And the -- the discovery cutoff before
15 Thanksgiving so we don't have to worry about that?

16 MR. DICKERSON: Sure.

17 THE COURT: Okay. So the discovery you want to
18 cutoff that Wednesday before Thanksgiving? Is that the easy
19 way to do it? We'll have discovery closed. When is
20 Thanksgiving? You got a --

21 MR. SOLOMON: When is Thanksgiving?

22 THE COURT: That's the Thursday? So if we have
23 cutoff -- cutoff November 27th at 5:00 o'clock, that would be
24 the Wednesday before Thanksgiving. Is that --

1 MR. LUSZECK: Yeah, I prefer the Friday before if
2 possible. They've already got way more than 90 days now.

3 MR. DICKERSON: I don't care.

4 THE COURT: So that -- so the Friday before would be
5 what?

6 MR. SOLOMON: The 22nd.

7 MS. FORSBERG: The 22nd.

8 MR. LUSZECK: The 22nd.

9 THE COURT: The 22nd. All right. We will have
10 discovery closed 5:00 p.m. November 22nd and that'll give you
11 time to file any motions that people want prior to the
12 December 11th hearing. Does that work for everybody as far as
13 the time?

14 MR. DICKERSON: That's great. Thank you.

15 THE COURT: Okay. All right. And now are we at the
16 contempt state or where are we at as far as the -- because I
17 know the trust doesn't really have a position I don't think on
18 the contempt thing. Is there anything else I have missed?

19 MR. DICKERSON: No, I think we did every issue with
20 respect to the motion to alter or amend.

21 THE COURT: I guess now we're on the request for the
22 contempt. I'll leave it to the Trust if they want to hang it
23 or not, because I'm look --

24 MR. SOLOMON: She's asked you to stay on one issue,

1 but --

2 THE COURT: Okay.

3 MR. SOLOMON: -- can I have the ability to review
4 and to sign off on that order that --

5 THE COURT: Absolutely.

6 MR. SOLOMON: -- Mr. Dickerson is preparing?

7 THE COURT: Absolutely. Yeah, that goes without
8 saying that we'll have Mr. Dickerson on the -- on the motion
9 on -- to -- to draft the order, get it signed off to make sure
10 counsel agreed that that is indeed what the order was of the
11 Court. And then if you guys can't agree, just submit both
12 proposed orders if we have to or I'll try to decide it for you
13 if we can't get there. Okay.

14 Now I think we're at the contempt, is that -- okay.
15 Let me grab my notes from the -- this is set for an order to
16 show cause on shortening time in order to address why Mr.
17 Nelson should not be held in contempt for basically number
18 one, failure to pay the child support for Garrett and Carli for
19 the month of June and also then to pay the child support going
20 forward as of July 1st as to Carli. And then as far as the
21 Banjuan, LLC properties for the interference to collect the
22 rents owed since the June 3rd, 2013 and then the last one
23 deals with the order for the \$1,032,742 and the payment to
24 Larry Bertch was -- I believe is pending before the supreme

1 court right now. That's the one that they did -- of course,
2 they didn't stay that. They stayed the up -- the --

3 MR. DICKERSON: they stayed the trust.

4 MS. PROVOST: They stayed and as to the trust.

5 THE COURT: -- expedited playing, yeah.

6 MR. DICKERSON: They only stayed the trust, Your
7 Honor.

8 THE COURT: Okay.

9 MR. DICKERSON: I was handed an opposition --

10 THE COURT: Okay. Yeah.

11 MR. DICKERSON: -- this was sat out in the --
12 outside here this afternoon just prior to these proceedings.

13 THE COURT: Okay. I will not in fairness to Ms.
14 Forsberg that I did on a very order shortening time. I don't
15 know if you even had time to respond, but since you were
16 coming here, I figured to be there. And if you needed more
17 time, I'll give you more time to respond. So I -- do you
18 understand the late notice?

19 MS. FORSBERG: And our office flooded. I had to do
20 it on a thumb drive on a little --

21 THE COURT: Okay.

22 MS. FORSBERG: -- so --

23 THE COURT: I'll just put that for the record. I
24 don't think there's anything that you waited to the last

1 second to get it. I was surprised you got them -- to have
2 them filed that quickly to be honest. I was just trying to
3 get it done. I didn't know if they even -- I anticipate you
4 may come and ask for orally to request more time to respond,
5 but since you got it, that's great. So --

6 MR. DICKERSON: I was actually --

7 MR. SOLOMON: I'm sorry, may I ask --

8 THE COURT: Sure.

9 MR. SOLOMON: -- one thing? The only portion of
10 this contempt motion --

11 THE COURT: You like --

12 MR. SOLOMON: -- that we're interested at all is
13 with respect to that million dollars. Can we --

14 THE COURT: Let's do that first.

15 MR. SOLOMON: -- do what we did before, take that
16 issue first and --

17 THE COURT: So you guys can leave then?

18 MR. SOLOMON: -- then we'll -- we'll leave after
19 that?

20 MR. DICKERSON: I -- I would just point out with
21 respect to the -- the opposition was filed -- obviously you
22 were looking for a response from Eric Nelson. You have yet to
23 receive that. The -- the affidavit is signed by Rhonda
24 indicating that Mr. Nelson is out of town. It is signed by

1 her today. It was filed at 10:00 a.m. I don't know. Maybe
2 he moseyed here into town at noon hour, who knows. My
3 understanding he was in town over the weekend, so whatever.

4 The issue that we're dealing with, you know, you
5 entered an order on June 19th. And that order that you
6 entered on June 19th indicated that the monies that were being
7 held in Dave Stephens' trust account of that 1.568 million
8 that \$1,032,742 was to be distributed to Lynita and \$35,258
9 was to be distributed to Larry Bertch. Okay.

10 The second part of that order indicates it is
11 further ordered that if said \$1,568,000 or any portion thereof
12 has already been transferred to Plaintiff Eric Nelson and/or
13 the ELN Trust, the ELN Trust and Eric shall pay to Lynita or
14 her attorneys the sum of \$1,032,742 and shall pay to Larry
15 Bertch the sum of 35,5 -- \$35,258 within 24 hours of the
16 preparation of this order upon Eric's and the ELN Trust's
17 counsel of record in this matter.

18 Now after the trust filed a writ with the supreme
19 court, Your Honor sua sponte vacated the hearing that was set
20 on this. But this order required Eric Nelson to pay the money
21 also. Eric Nelson has nothing pending before the supreme
22 court. Eric Nelson personally should be ordered to pay these
23 monies and we know that Eric Nelson as the investment trustee
24 of the ELN Trust has full control and authority to distribute

1 the assets. We know that money is at least supposed to be
2 sending in at least that's the representations that have been
3 made by -- by counsel

4 So we look at their opposition and it says here Eric
5 is not the distribution trustee of the ELN Trust and does not
6 have authority under the trust to distribute such funds to
7 Lynita. In addition, the trust heard testimony for days as to
8 the fact that these parties do not have such vast bank
9 accounts in their own names. Eric currently has less than
10 \$10,000 in cash.

11 We know that Eric deals in cash and that's going to
12 come up here later with respect to monies that he is given for
13 -- well, we see he gets his cashier's checks for tuition and
14 what have you. But the court order specifically ordered Eric
15 to pay those monies over to Lynita and that was to be paid 24
16 hours from the date of that order. That was June 19th. As of
17 this date, he still has not.

18 So I -- I had asked that he be held in contempt to
19 that, that he be ordered that -- that he be given 24 hours to
20 distribute those monies to her, that we reappear before Your
21 Honor tomorrow to determine if those monies have been made.
22 And if not, I would ask that he be incarcerated until he
23 purges himself of that contempt and pays those monies to her.

24 That goes to the same with respect to the monies

1 that you ordered that he pay her today, that he also -- I -- I
2 believe you've given him until the end of the month on that.
3 So obviously we can't deal with -- with that. But here we're
4 are. We're now well in excess of 30 days when Your Honor
5 first directed that he pay those monies to her and you have to
6 do it.

7 THE COURT: Thank you. Ms. Forsberg.

8 MS. FORSBERG: Your Honor, a couple things about
9 that. First of all, I think it's very shameful of Lynita
10 and/or her counsel to try to trick this Court. Of Page 17 of
11 the transcript, Mr. Dickerson stated that he's here to make
12 the ELN Trust pay her those monies immediately and has an
13 order to that effect. Then he slides that in and then -- then
14 gets it past everyone, because we never got to see that order
15 if you recall before it was ever signed, Your Honor. So that
16 is the first issue.

17 The other issue is that -- that it was specifically
18 -- and then Mr. Nelson of course was out of town. As far as
19 the other complaint that Mr. Dickerson has about Mr. Nelson
20 not signing the affidavit, as you know, it was on short time.
21 He was in Brian Head that weekend. I actually was out of town
22 as well. I had to do this at 4:00 in the morning. So
23 clearly, I couldn't -- he was actually driving when I emailed
24 it to him, read -- and made sure he read it thoroughly.

1 A couple of other issues about that, Your Honor. As
2 far as the distribution trustee, like you said and like even
3 he said, it would have to be distributed to Eric first and not
4 to -- not to Lynita directly. The problem with that is also
5 this, Your Honor. You made a comment about well, she's never
6 -- they never said no. You made that comment. However, these
7 trustees now have been so educated by all these counsel,
8 right. We have had four years of education on it. They're
9 supposed to be protecting those children's trust, because
10 everybody seems to be forgetting a big part of these
11 beneficiaries are their children and that that's who we're
12 supposed to be protecting part of this trust for. It's not
13 just for these parties. It was also set out for these
14 children.

15 So that is the big part of the issue, Your Honor, is
16 that they -- you have educated these trustees more than
17 probably any other trustee I know in this valley because of
18 this trial. So for us to make this thing they haven't done it
19 before, well, it doesn't mean they're not going to do it now
20 because now they -- even understand even a greater burden that
21 being a trustee has for those children. I think they're --
22 it's very clear.

23 So ordering him to order her to pay him isn't a -- a
24 likely event. And this Court didn't -- wasn't trying to. I

1 don't believe in any sense of the world that this Court was
2 trying to incarcerate Mr. Nelson. You ordered to come out of
3 those funds. You were specific about those funds. And now
4 for Mr. Dickerson to turn it around on this Court, I think
5 that's abominable. It shouldn't have been -- be tolerated and
6 it shouldn't happen before this Court. And the way that
7 treatment is, you know, it's -- it's trickery at its best.
8 And Mr. Dickerson is great at that. I give him kudos for
9 that, however, it shouldn't be tolerated by this Court. The
10 Court order in the divorce decree says that that money will
11 come out of that.

12 Well, now that a stay was ordered on that money, the
13 supreme court specifically ordered that money stayed. So now
14 they want to do an in run around the supreme court. It
15 shouldn't be tolerated, Your Honor.

16 MR. SOLOMON: All right.

17 THE COURT: Mr. Dickerson. Or do you --

18 MR. SOLOMON: Let me comment on behalf of the Trust
19 and then --

20 THE COURT: Yeah, we'll let Trust be heard on that
21 and then we have rebuttal.

22 MR. SOLOMON: The -- the divorce decree orders that
23 money to be paid by the ELN Trust out of the 1.5 million
24 dollars as the Court clearly knew. Somehow the June 19th

1 order was entered. I wasn't here. I -- I was told -- nobody
2 got to see it. They brought the canned order with them and
3 they submitted it to the bench without anybody seeing it and
4 threw in Eric Nelson as -- as somebody was supposed to make
5 that payment. I don't think that was the Court's intent. The
6 Court expressly intended that that come out of the 1.5 million
7 dollars that's owned by the trust.

8 When a order is entered like that, it caused us to
9 go to the supreme court and Your Honor knows the issue. Our
10 position there was that that court needed to stay that order
11 until it determined whether or not the trust was liable for
12 the payment of the personal expenses that that was
13 representing which was alimony and child support and
14 attorney's fees and Mr. Bertch's fees.

15 Clearly, trust law contrary to what Mr. Dickerson
16 says is that when you have a self-settled spendthrift trust
17 and ordered to pay something out of it, if that order is for
18 the personal obligation of the beneficiary, then it requires
19 the distribution trustee to act upon it, because that's the
20 same thing as paying the beneficiary directly. So the
21 distribution trustee is the one who has to sign or give
22 authority to make a distribution that's satisfying an
23 obligation or personal obligation of the beneficiary, paying
24 its personal obligations.

1 The supreme court stay is on behalf of the trust.
2 It doesn't matter what capacity -- whoever is in with respect
3 to who brought that issue up to the supreme court. That Court
4 has stayed until it hears the merits of that writ petition any
5 requirement of the trust having to take money out of that 1.5
6 million dollars and satisfy that obligations. Can't run this
7 by saying well, we also in this order of June 19th slipped in
8 Eric and now Eric is a dis -- is an investment trustee. So
9 we're going to enter an order that Eric somehow violate the
10 terms of the supreme court order and take the money out of
11 there and meet this obligation. We submit simply no basis to
12 do that.

13 And if Eric isn't -- that been ordered to pay it and
14 he has the money, that's their issue. But with respect to the
15 trust, we submit this Court cannot enter an order that has the
16 effect of unwinding the stay that the Supreme Court of Nevada
17 granted with respect to the 1. -- 1.5 million dollars.

18 THE COURT: Thank you, counsel. Rebuttal, Mr.
19 Dickerson?

20 MR. DICKERSON: I'll show you Judge how I tricked
21 everybody here. We filed a motion with the Court on June 5th,
22 2013 entitled motion for payment of funds belonging to
23 Defendant pursuant to court decree to ensure receipt of same
24 and for immediate payment of court appointed expert.

1 This motion was served upon both these able counsel
2 to sit here today and accusing me of trickery. But if we take
3 a look at what the purpose of the motion was where it --
4 moving the Court for the following, one, an order directing
5 that \$1,032,742 and \$35,258 be paid directly to Lynita and
6 court appointed expert Larry Bertch from the \$1,568,000 being
7 held by Dave Stephens, Esquire in accordance with the Court's
8 decree of divorce entered on June 3, 2013. Number two, in the
9 alternative, if the \$1,568,000 has already been transferred by
10 Mr. Stephens to Lana Martin and the ELN Trust and/or Plaintiff
11 Eric Nelson for an order directing Ms. Martin and Eric to
12 immediately transfer the sum of \$1,032,742 to Lynita and
13 \$35,258 to Mr. Bertch.

14 Now the order that we provided to you mirrors
15 exactly what our motion requested. So the trickery that we
16 had, I don't understand. I would assume that they read the
17 motion or at least pretended to read the motion. I'm sure
18 they charged for it. So the motion is in -- in compliance
19 with what Your Honor ordered and what we moved.

20 Eric Nelson -- we're simply requesting that Eric
21 Nelson be ordered to pay those monies forthwith. He can purge
22 himself of that very easily. They say that Eric Nelson can't
23 distribute the funds to himself or that it's essentially
24 distributing to him. We know that Eric Nelson pays all his

1 credit cards from that account. We know that Eric Nelson pays
2 for all of his expenses within the trust. He travels on the
3 trust. He just came back from -- from Thailand. So Eric
4 Nelson has access to these. He is the distribution trustee.

5 The only thing he is prevented from doing is signing
6 a check for distribution to himself. We know that he writes
7 checks to his children who are beneficiaries under trust. We
8 know that in the past he's written checks to Lynita during
9 their marriage who also was a beneficiary under this trust.
10 So he can -- Your Honor has made the determination that those
11 monies belong to Lynita. They're being held in that trust
12 right now. And we would ask that you personally impose that
13 obligation upon Eric Nelson to turn those funds over to him.

14 THE COURT: Thank you. As far as some of the issues
15 that I want to get resolved, have you got the child support?
16 Their opposition is saying that he had paid cash to give to
17 Ms. Nelson. Do you dispute that? I don't know --

18 MR. DICKERSON: Let me address that issue.

19 THE COURT: Yeah, let's go -- specifically, one was
20 that he first do the order for June to pay both children 2,080
21 I think it was. Yeah, 2,080.

22 MR. DICKERSON: We filed our motion on July 10th.
23 What Eric Nelson -- to this point, to this day, this very
24 second, Eric Nelson has yet to write her a check for those

1 monies. Either the June child support payment or the July
2 child support payment or the July child support payment.

3 What I suspected is exactly what the response was is
4 that Lynita told her children that she did not have the monies
5 with respect to Carli. She did not have the monies to I
6 believe it was to put Carli through driving school.

7 MS. PROVOST: And -- and camp.

8 MS. NELSON: And volleyball camp.

9 MS. PROVOST: And volleyball camp.

10 MR. DICKERSON: And volleyball camp. So she told
11 Carli that she did not have those funds available, so she was
12 going to have to cancel the volleyball camp and she was not
13 going to be able to enroll her in the program -- the driving
14 -- driving school. She also was the one parent who was going
15 to be taking -- their -- their soon Garrett -- where was the
16 school?

17 MS. PROVOST: UPENN.

18 MR. DICKERSON: University of --

19 MS. PROVOST: UPENN.

20 MR. DICKERSON: -- Pennsylvania?

21 MS. PROVOST: Uh-huh (affirmative).

22 MR. DICKERSON: So to take -- take Garrett to the
23 University of Pennsylvania is to have him see the school?

24 MS. PROVOST: No.

1 MS. NELSON: He's going to school there.

2 MR. DICKERSON: Okay. So he's going to school
3 there. It was to get him acclimated in school and it was
4 determined that would be able to do that. But she didn't have
5 the funds to be able to do that.

6 So what Eric did is last Sunday, not yesterday, but
7 Sunday the 14th, and I have emails and I am so upset at myself
8 that I didn't have them copied so that you could read them
9 yourself. But the sole issue that he was dealing with is that
10 she did not have the monies to do that. Whether he wanted to
11 take their son back there or not, I don't know but the email
12 to her -- do you have it? I had it up and now I lost it. The
13 emails to her directed were -- were these. What he did is he
14 took cash, \$5,000 in cash and gave it to one of the children.

15 MS. PROVOST: Okay.

16 MR. DICKERSON: I'll have G, this is his email to --
17 I'll have G, that's Garrett --

18 THE COURT: That's Garrett.

19 MR. DICKERSON: -- bring over cash for you to
20 travel, \$5,000. I'll have Carli -- this says being, B-I-E --
21 B-E-I-N-G, but I'm assuming that meant bring, I will have
22 Carli being 1,000 cash for travel to BYU fee. Both today also
23 \$600 for driving school. I'll pay balance if you help and
24 reduce schedule. Thanks. Carli will have \$1600 for above, G

1 will have -- G \$5,000 if you want to go. If not, he won't
2 give it to you.

3 So those monies were specifically for that purpose.
4 So as of this point in time, he has yet to pay the child
5 support. Now as I understand their opposition, again, not
6 signed by Mr. Nelson, but it is that -- well, he's giving her
7 more than what he was ordered to pay and she could use those
8 monies for whatever purpose she wanted to notwithstanding the
9 fact that it was for Carli to go to volleyball school and it
10 was for Carli's driving school and the -- the other monies
11 were for -- to take Garrett back east. Has that already
12 occurred with Garrett?

13 MS. NELSON: No.

14 MR. DICKERSON: No. Okay. When is that coming up?

15 MS. NELSON: August 21st.

16 MR. DICKERSON: So August 21st is -- is when she is
17 to be leaving with -- with Garrett and then the volleyball
18 school already occurred and the driving school is just getting
19 started, is that correct?

20 MS. NELSON: It was for several different volleyball
21 camps and we did attend one.

22 MR. DICKERSON: Okay. Do you mind standing? Do you
23 want her under oath, Your Honor?

24 THE COURT: No, we'll just hear it there and if I

1 need to, then we do it, but --

2 MR. DICKERSON: Would you explain to the Court what
3 those monies were for? Did you receive cash?

4 MS. NELSON: I did.

5 MR. DICKERSON: Was it a total of -- of \$6600?

6 MS. NELSON: I believe that Carli brought me \$1800
7 and she specifically told me that she had to tell me what each
8 amount of money was for. And she needed to count it out and
9 that her dad had told her she needed to do it that way and had
10 written on a napkin each amount and what it was for as she
11 counted it out to me.

12 MR. DICKERSON: And what was it for?

13 MS. NELSON: It was for three volleyball camps that
14 she wanted to attend. And I was told that I would receive
15 money for the driving -- the remaining driving classes that I
16 had calendared, however, was later told that it was too
17 expensive and that he was not going to pay for it. So the --
18 that money that I received that day was for their camps only.
19 It didn't cover travel expenses to those camps completely.

20 MR. DICKERSON: It was just the -- it was just the
21 -- the fees of the tuitions --

22 MS. NELSON: Yes.

23 MR. DICKERSON: -- for the -- is that a yes?

24 MS. NELSON: Yes. Yes.

1 MR. DICKERSON: And then how about did Garrett give
2 you any money on Sunday the -- the 14th of July?

3 MS. NELSON: He did.

4 MR. DICKERSON: And how much --

5 MS. NELSON: In --

6 MR. DICKERSON: did he give you?

7 MS. NELSON: In the afternoon he gave me \$5,000 in
8 \$100 bills.

9 MR. DICKERSON: And what was that for?

10 MS. NELSON: He -- he first asked me -- came and
11 asked me if I wanted -- if I wanted money from Dad and I told
12 him that I wanted to take to school. And that was my point.

13 MR. DICKERSON: Get that.

14 MS. NELSON: Oh.

15 THE COURT: Oh, is that you? I thought that was me.
16 I thought my pacemaker --

17 MS. NELSON: Excuse me.

18 THE COURT: -- was going off.

19 MS. NELSON: Yeah, excuse me.

20 THE COURT: I thought it was my pacemaker. That's
21 all right.

22 MS. NELSON: Oh, no. Okay. I'm sorry. He asked me
23 if I -- if I wanted his dad to give me money so he could go to
24 school. And I told him that I would reply in this way, that I

1 wanted to be able to take him to school. However, I wouldn't
2 be able to do so now and that he would need to find another
3 way to go to go by himself or to talk to his dad.

4 And so he left and came back about 20 minutes later,
5 and said did you want -- do you want to take me to school.
6 And I said you know, that I would love to take you to school.
7 And you said do you want Dad to pay for it. And I said that
8 -- that I would not ask him for that, that I would -- that I
9 did want to be able to afford to be able to take him to school
10 and to buy things for school as well, because there were some
11 items that he wanted. And he said oh, I have some money for
12 you.

13 And I said so if I don't take you to school, then I
14 am not allowed to have the money. And he said no, you can
15 only have the money if you take me to school.

16 MR. DICKERSON: Now other than those monies that you
17 received from your two children on Sunday, July 14th, how much
18 -- approximately how much monies do you have to your name
19 today? Cash available. And any kind of bank account or
20 investment account.

21 MS. FORSBERG: Can Mr. Dickerson repeat the
22 question? He's kind of backed and I can't really hear the
23 question --

24 THE COURT: Okay.

1 MS. FORSBERG: -- sorry.

2 MR. DICKERSON: Monies available to you right now.

3 THE COURT: Yes, how much money she has available to
4 her right --

5 MS. NELSON: Not counting my credit card expenses?

6 MR. DICKERSON: No, I don't want your credit card --

7 MS. NELSON: And just cash in the bank?

8 MR. DICKERSON: Cash in the bank.

9 MS. NELSON: Maybe about nine or \$10,000.

10 THE COURT: Okay. And what are your credit cards
11 charges?

12 MS. NELSON: Over 50,000.

13 MR. DICKERSON: Nothing further, Your Honor. So
14 with respect to that issue, if -- who knows what he's going to
15 claim. Again, I'd -- I'd love to hear from him of what his
16 side of that is, but he's still at this point is in contempt.
17 He was in contempt at the time we filed the motion and he's
18 not paying those. With respect to that you want to address
19 the other issues --

20 MS. FORSBERG: Your Honor, if I can rebut that. I
21 mean --

22 THE COURT: Let me get -- let me hear the child
23 support first and we'll go issue by issue.

24 MS. FORSBERG: A couple of issues about it. First,

1 you would think that she's not the parent here, that these are
2 just children that are running the entire show. She is the
3 primary custodian for her to decide what she wants to do with
4 her children. It is up to her.

5 Further, Your Honor, if you recall, your other order
6 has a couple things in it about the children. Has them
7 splitting half the extracurricular activity. And it also has
8 them splitting half the school. She also sent Carli with a
9 thing saying she's going to pull me out of school because
10 she's not going to pay the thing. We understand her position
11 to try to pull out his heartstrings. But I also attached the
12 copy of the payment for Faith Lutheran school that they had
13 agreed to.

14 Now she won't go to the parenting coordinator; she
15 refuses. This Court had to find a second one if you recall
16 and because the first one, Dr. Berquist (ph), quit and said it
17 was because Lynita wouldn't cooperate.

18 MR. DICKERSON: No, Judge.

19 MS. FORSBERG: Couldn't even get a --

20 MR. DICKERSON: That is so mis --

21 MS. FORSBERG: Your Honor, let me finish.

22 THE COURT: That's all right.

23 MR. DICKERSON: That's such a misstatement.

24 THE COURT: We'll finish this argument and then

1 we'll hear from Mr. Nelson and then I'll give some rebuttal.
2 But I gave her a chance to speak. So I want to give Ms.
3 Forsberg and I'll give Mr. Nelson a chance to be heard on as
4 well.

5 MS. FORSBERG: So a couple things, Your Honor. If
6 she went to the parenting coordinator instead of used her
7 children to send him over to him, she can couch it anyway she
8 wants now. They brought her back \$6800 in cash. She's the
9 parent. She decides what she uses for -- with these kids.
10 Did she tell them that she couldn't afford it? Yes. By her
11 own admission, she says I told him I can't afford this.
12 You've got to you -- you know, I can't -- you can't go then.
13 So and then sent out -- as they're going out the door to Dad's
14 house.

15 Well, we're not fooled by that. You wind your kid
16 up and you tell them oh, I can't do this just as they're going
17 to visit Dad and what are you going to get? You're going to
18 have them trotting right over to Dad because she sent them to
19 trot over to Dad. Yeah, she might disguise it because she
20 didn't say go tell your dad, but we all know how that works
21 between parents that are divorced, Your Honor, that that's
22 what happens, that you wind them up right before they go to
23 dad's and then they unleash on dad and then you have this
24 flashback.

1 But the bottom line is by her own admission, she
2 receives \$6800 in cash from him. She sent it with the
3 children. I'm -- I'm going to have a talk with him about them
4 not passing things back and forth with the children, but as
5 you know, I had such short time. I haven't had a chance to
6 talk to Mr. Nelson in detail about all those parameters. But
7 if they were using a parenting coordinator as they were
8 ordered to, this wouldn't be an issue, Your Honor.

9 THE COURT: Why not just pay the --

10 MS. FORSBERG: But --

11 THE COURT: Why not just pay the --

12 MS. FORSBERG: Let him --

13 THE COURT: -- child support?

14 MR. NELSON: Your Honor, can I say one thing?

15 THE COURT: Why not just pay the child support?

16 MR. NELSON: Your Honor, if I may.

17 MS. FORSBERG: And he did -- did that --

18 THE COURT: -- and do the rest cash separately?

19 MR. DICKERSON: May I address one thing?

20 MR. NELSON: Let's just make it easy.

21 MS. FORSBERG: And he needs to --

22 MR. NELSON: I'll pay --

23 MS. FORSBERG: He gets to --

24 MR. NELSON: -- \$2,000 for June, I'll pay a thousand

1 for July and a thousand hereon out. I'll pay it tomorrow to
2 her. This isn't -- I don't want a contempt charge, but I
3 didn't know this is even a beef about something.

4 THE COURT: So you can --

5 MS. FORSBERG: Well, and he has paid more than that.
6 And what about her paying half the extracurriculars that was
7 part of your previous order, Your Honor?

8 MR. DICKERSON: Judge, let's -- let's talk about the
9 --

10 MS. FORSBERG: She doesn't get off scott free here.
11 She's a parent.

12 THE COURT: So you're willing to pay the -- you owe
13 2,080 for June. You're willing to pay that you said and also
14 the thousand forty whatever it is for -- or a thousand
15 fifty-eight July? That's what they --

16 MR. NELSON: And yes, a thousand every month
17 thereafter.

18 THE COURT: And a thousand fifty-eight I think is
19 what it was. So you're okay with that? That would put an end
20 to --

21 MR. NELSON: That is fine.

22 THE COURT: -- contempt. When -- when can you pay
23 that by?

24 MR. NELSON: Tomorrow.

1 THE COURT: I appreciate it. By the close of
2 business tomorrow 5:00 o'clock that'll --

3 MR. DICKERSON: And I just want to respond to
4 counsel. It's -- counsel gets up and just whatever comes to
5 her mind that I'm -- I'm lying to the Court and my client's a
6 what -- what have you. This is an email that Lynita -- it's
7 dated July 11th. It's sent to Eric and to Debra --

8 MS. FORSBERG: Your Honor, we have never seen this.

9 MR. DICKERSON: -- Debra --

10 MS. FORSBERG: We don't know if this is from her.
11 We don't know --

12 MS. NELSON: It's off my phone.

13 THE COURT: Well, the issue -- there are some issues
14 about evidentiary and trustworthiness, but --

15 MS. FORSBERG: There is evidentiary --

16 MR. DICKERSON: This is -- this is --

17 MS. FORSBERG: There is.

18 MR. DICKERSON: She says --

19 THE COURT: I'll give him a chance to make his point
20 --

21 MR. DICKERSON: She says she doesn't communicate --

22 THE COURT: -- and then I'll resolve it.

23 MR. DICKERSON: -- with Eric and she doesn't commit
24 any deals with this. The following will be cancelled at 5:00

1 p.m. Should you want your children to have the opportunity to
2 continue the privileges of these and those that will follow,
3 provide cash to cover the costs and/or transfers that are
4 needed to be complete -- needed to be completed and to my
5 house today, 8:00 p.m. July 11th. Safeway Driving classes,
6 \$3,000. She has taken five classes. Garrett's phone
7 transferred or to a new account in his name or it will be
8 cancelled at 5:00 p.m. today. Carli's school tuition, if she
9 is to stay in Faith Lutheran. BYU volleyball camp, \$500. Dr.
10 Swetari (ph), \$250.

11 So when representations -- I don't know where she
12 comes up with this whether it's just like invented like
13 they're going to stand up and just whatever comes out of my
14 mouth. She's communicating and that was through Debra Roberts
15 (ph). Debra Roberts doesn't deal with the financial issues.

16 THE COURT: This appearing -- so the issue is the
17 one child's aged out. The other child is old enough that they
18 have to resolve -- if the issue is resolved, the issue of the
19 child support. He's willing to make those payments by 5:00
20 o'clock tomorrow for the months of June and July and according
21 to the order. So that purges that contempt right there.

22 MS. FORSBERG: Your Honor, also that -- that she is
23 supposed to make half the extracurricular activities. I mean,
24 she can't unilaterally pull these kids --

1 MR. DICKERSON: What extracurricular activities are
2 we talking about?

3 MS. FORSBERG: -- from -- from schools either. We
4 have a joint legal custody situation. She can't just pull her
5 out of school without making some headway from it.

6 THE COURT: Now what happens in the future to decide
7 what's half of they're paying for that. As far as that, I
8 don't consider volleyball camp or drive school -- that's for
9 parents to decide. You guys decide what the kids want to do.
10 Driving school is great and volleyball is great for the kids.
11 The issue is when it comes to extracurricular, I try to be
12 more generic, because I can't get in to parent the child on
13 that. Those are costs involved on that. If they can agree to
14 that, fine. The issues of the child support are
15 straightforward and make your payments to child support -- for
16 child support. The other issue is they can come in if they
17 feel someone's not paying their half of the extracurricular,
18 then that nice thing he -- he did get money, that's good that
19 the children were able to do what they needed to do no matter
20 what the circumstances was that was done. I'm just looking at
21 contempt. So he can purge any concern about contempt by
22 making those payments by 5:00 o'clock tomorrow. That will
23 take the child support issue off the table.

24 MR. DICKERSON: Now the comment is made that she's

1 not paying half of the extracurricular activities or whatever
2 else the Court ordered, but she can't do anything until your
3 decree is effectuated.

4 THE COURT: Exactly. Until --

5 MR. DICKERSON: She can't do anything. When she
6 goes around to the Banjuan tenants and sends letters to all of
7 them for the purpose of collecting rent and Eric and his
8 brother then go -- this raises the next issue. And these are
9 the -- the exhibits that are attached.

10 THE COURT: About the Banjuan --

11 MR. DICKERSON: If you take a look at Exhibit -- if
12 you take a look at Exhibit -- I believe it's Exhibit 2. Yeah.
13 I believe it's Exhibit 2 attached to our contempt motion, Your
14 Honor. Lynita sent something similar to this exhibit.
15 Actually, it's Katherine that sent it on behalf of Lynita to
16 each of the tenants of the properties that you awarded to her
17 for them to start paying rent to her for June.

18 Eric decides well, I don't care what the Court says.
19 I'm going to do it differently and we see Exhibit 3. And he's
20 delivered a letter similar to this as we understand it to each
21 and everyone of those tenants that Lynita sent the money to.
22 Now we have tenants wondering what's going on, who do I make
23 the payment to. Eric has been collecting rents. My
24 understanding is he's still collecting the rents with respect

1 to Lindale. She's not getting the monies. We ask that he be
2 held in contempt for this act. He's clearly in contempt of
3 the Court's orders. You awarded those properties to her. And
4 we ask that you hold him in contempt and that he purge himself
5 of that contempt by making all the -- the payments that he's
6 received for the month of June and July on any of the
7 properties that you have awarded to Lynita under the decree of
8 divorce.

9 Yeah, and -- and then the second part of that is we
10 would like your court order specifically provide that she is
11 the individuals that's to be collecting rents on all of those
12 properties so we can provide that -- a copy of that order to
13 each of the tenants. And I probably would ask that that be
14 done in the form of a separate order, because I do intend to
15 provide those to each of the tenants.

16 THE COURT: Ms. Forsberg.

17 MS. FORSBERG: Your Honor, as you noted, the
18 properties haven't been transferred. You've given them until
19 July 31st to do so or until we get a stay, you know, the
20 timing with the stay. But whether there -- make a decision
21 one way or the other as Mr. Solomon mentioned it.

22 He was acting properly as his role as an investment
23 trustee. The properties are still in ELN's name. Banjuan is
24 still in ELN's name. They haven't been changed. At least we

1 haven't received anything from Mr. Dickerson that shows
2 they've been changed. We never received those letters either,
3 a copy of those letters to counsel prior to this filing of
4 this motion which we didn't get until an OST was issued,
5 because it was done on an ex parte basis as you know, Your
6 Honor.

7 So clearly we would ask that -- as that moves
8 forward that you retain that until July 31st to determine if
9 the supreme court makes a decision on that as well.

10 MR. DICKERSON: Well, as the letter -- our Exhibit 2
11 shows a copy of each of those letters that was sent to Mark
12 Solomon's office. He is the attorney for the Trust as we
13 understand it. So they have received -- or at least the --
14 the Trust has received copies of those letters.

15 Now I don't know who Eric is acting on behalf of
16 when he writes these letters to the tenants whether he's
17 acting on behalf of himself, because he has for his entire
18 life or is he acting on behalf of the Trust. But whether the
19 properties have been transferred immediately after you entered
20 your decree of divorce, we sent a letter to Mr. Solomon's
21 office indicating that we would like to set up a meeting as
22 soon as possible to effectuate the -- the terms of the -- of
23 the decree of divorce including signing of deeds. We were
24 told that it was too early to do so. We -- they wanted to

1 contemplate where they were going with this.

2 All right. Now for counsel to make the argument
3 that because they refused to sign deeds to the properties.
4 And so therefore title to these properties technically as of
5 this they still is -- are in the name of the ELN Trust that
6 she is not entitled to the rents of the properties that you
7 ordered her receive. I mean, that's absurd and that's exactly
8 what is being done here. And Eric Nelson is doing this on his
9 behalf.

10 And -- and what's interesting is he has his brother
11 also assisting him in doing the same things. So we would
12 simply ask -- he is clearly in contempt, absolutely intent --
13 and we would ask you to find him in contempt, direct him to
14 pay all rents that he has received for the month of June and
15 July on any and all of the properties that have been awarded
16 to Lynita, have that done by tomorrow. And if not, then I
17 would like to have a return hearing so that you can
18 incarcerate him and he can purge himself of that contempt by
19 -- by paying her..

20 MS. FORSBERG: Your Honor, there is no order that
21 says that Banjuan, LLC, which is an LLC, it's its own entity,
22 cannot continue to collect its rents on the properties that it
23 owns. There is no order to that effect. There is no such
24 order. You ordered that -- that when they all get transferred

1 over. That's when it'll happen. It's as of now, Banjuan is
2 operating as Banjuan. Yes, Eric Nelson is part of Banjuan as
3 he is on part of the rest of the businesses that he's made
4 successful. So --

5 MR. DICKERSON: And what's he doing with --

6 MS. FORSBERG: -- that is the issue in this.

7 MR. DICKERSON: And what's he doing with the monies
8 that he's receiving?

9 MS. FORSBERG: There is no order that Banjuan, LLC
10 not collect. They -- did the Court not want anybody
11 collecting them? First of all, there is no transfers yet, so
12 --

13 THE COURT: But number one, we need to get those
14 transfers done pending what the supreme court ultimately does
15 on it. As far as the rentals, the key was when I gave her the
16 properties that she would get the rentals. That was part of
17 what the settlement was of trying to determine how much money
18 she gets. So when I determine spousal support, I considered
19 what I anticipated her to get in monthly rents and I wasn't
20 sure what Banjuan would specifically pay and Lindale. But I
21 did consider that as part of the issue when I determined what
22 would be the fair amount for spousal support. So I went
23 through that. So clearly it was my intention that she would
24 receive the rental benefits from those properties as of the

1 date of that order and gave people 30 days to get all their
2 paperwork, whatever they needed to do. So it clearly was the
3 intent of the Court was that was part of her property
4 settlement pending whatever the supreme court does.

5 And so I think we need to get that done. I think we
6 ordered that to be transferred by July 31st. So I'm going to
7 maintain that order all those paperwork and the trustee that
8 we talked about from Banjuan and Lindale be transferred by
9 July 31st pending intervention by the supreme court and
10 pending on anything they may do between that point.

11 As of the rental payments, I think she's entitled to
12 the rental payments for June and July. I don't know how much
13 that is. Also that has been -- I imagine there had been some
14 costs on that. I don't know what those costs are. That's the
15 problem is I don't know what those costs are. The issue is
16 that property is going to go to her and then she would manage
17 those properties accordingly and get the rentals --

18 MR. DICKERSON: Well -- well, we -- we would ask --

19 THE COURT: -- and pay the bills, so I don't know
20 what -- what it was. But I need some accounting on that,
21 because she's entitled to the rental payments.

22 MR. DICKERSON: I would ask that the gross amounts
23 be submitted and if he wants to deal with costs, then that's a
24 whole another issue. She is --

1 MS. FORSBERG: Your Honor, it should be net at the
2 very least.

3 MR. DICKERSON: No.

4 MS. FORSBERG: You don't get gross.

5 MR. DICKERSON: When he violates a court order --

6 MS. FORSBERG: There is no order that says Banjuan
7 is not to collect rent.

8 THE COURT: Listen up.

9 MS. FORSBERG: There is no such order.

10 THE COURT: Let me see. I want the rentals, the
11 gross what they gave. If you got costs you think should be
12 deducted, let me know and --

13 MS. FORSBERG: Yeah.

14 THE COURT: -- I'll look at that. But the issue is
15 this should have been done. We got the supreme court pending.
16 They can take care of that. But I'm going to order them -- we
17 said when -- did -- did we give a status check for the --

18 MS. FORSBERG: July 31st after -- you didn't give us
19 a date after July 31st.

20 THE COURT: Let me get a status check on all of this
21 stuff so we can get it resolved one way or the other. I've
22 got an order to be reimbursed for the rental payments for June
23 and July. Put down what the gross receipts were and show me
24 an itemized what costs went and I'll be glad to look at that

1 and furnish -- because that was the intent was her to get that
2 property and then she would -- if it made money, great. If it
3 lost money, then she would lose money. But the issue is I
4 want it backed up with any costs you're claiming on that
5 because I'm going to be very suspect all of a sudden coming in
6 and then all of a sudden it doesn't make any money. If we
7 need some more things, then we will look at that to make sure
8 it wasn't all of a sudden --

9 MR. DICKERSON: I suggest this that he --

10 THE COURT: -- all these costs got skyrocket.

11 MR. DICKERSON: -- that he -- that he be ordered
12 forthwith to pay the gross amount of all rents that he's
13 received on the properties that go to her. He can then
14 provide us with a list of any expenses that he says that he
15 incurred with respect to those and we can address those -- if
16 -- the ones we disagree on, we can address with the --

17 MS. FORSBERG: You already -- you have already ruled
18 on that.

19 MR. DICKERSON: Excuse me. I'm not through,
20 counsel.

21 THE COURT: Let's not -- let -- let him finish.
22 He's -- yeah.

23 MR. DICKERSON: I'm not through. And we can address
24 those at the time of the -- of the return hearing.

1 THE COURT: Okay.

2 MS. FORSBERG: Your Honor, I would ask that you --
3 exactly what you just said. We'll bring forth that on that
4 day, provide the amount. The Court can look at them, review
5 them, show that they're -- if they're legitimate or not. The
6 Court can tell that. It's certainly --

7 THE COURT: You've got an idea of what we're talking
8 about, Mr. Nelson? Not to put you on the spot, but do you
9 know what --

10 MR. NELSON: I'll know by July 31st --

11 THE COURT: -- what the gross?

12 MR. NELSON: -- so I can have a full accounting for
13 it.

14 MR. DICKERSON: Well, what is she living on in the
15 meantime?

16 THE COURT: And so --

17 MS. FORSBERG: Well, she had 2.9 million dollars.

18 MR. DICKERSON: He's completely starved her -- he's
19 completely starved her out, absolutely starved her out and
20 that's the whole intent here.

21 THE COURT: Do you know how much we're talking about
22 for those receipts from June and July? I mean, are we talking
23 5,000, are we talking a hundred thousand? Do we know what the
24 gross receipts will be for July and August for Banjuan

1 approximately?

2 MR. NELSON: Well, you're going to have -- you're
3 going to have a maintenance man of 3500 a month and you're
4 going to have a bookkeeping approximately 1500 a month.
5 That's five grand even before you get into --

6 THE COURT: Well, what would you estimate the gross
7 receipts to be for June and July?

8 MR. NELSON: I wouldn't have that, because half --
9 she did collect half the rents and I collected some and some
10 --

11 MS. FORSBERG: That's the problem.

12 MR. NELSON: -- (indiscernible) been paid at all.
13 That's why I got to figure it out.

14 MS. FORSBERG: So the problem is she collected half
15 and we'll have to do that in accounting, Your Honor.

16 MR. NELSON: So --

17 THE COURT: He --

18 MR. NELSON: -- his total payoff between, you know,
19 between June and July and we can work it out, I'm trying to
20 figure out what they collected, because I don't know how much
21 Mr. Dickerson took in and how much Lynita took in, because
22 they both took money in.

23 MR. DICKERSON: What she took in doesn't matter.
24 What he took in is what matters.

1 MS. FORSBERG: It does matter.
2 MR. DICKERSON: What he took in is what happens.
3 THE COURT: Do you know what --
4 MR. DICKERSON: And --
5 THE COURT: -- what we're talking about
6 approximately or no?
7 MR. DICKERSON: Do you have an approximate amount?
8 THE COURT: Do you know what -- what you're
9 anticipating for gross receipts from the Banjuan? Do you have
10 any idea? Trying to --
11 MS. PROVOST: Stand up and tell him.
12 MS. NELSON: Well, I can't tell you exactly what I
13 took in. I made several repairs, probably about \$200 in
14 repairs.
15 THE COURT: Okay. Okay. Here's where we're at.
16 We're going to order those June and July payments to be paid
17 for -- I'm going to put this -- I'm going to put this on --
18 are you guys available August 1st? Because I intend to come
19 here and see everything to see if the supreme court has stayed
20 anything or not, come with your accountings and we'll be ready
21 to make payments right then and there. I'll make it clear to
22 everybody. The supreme court hasn't stayed it, then I intend
23 to enforce my order fully just so everybody knows on that so
24 it's -- so -- okay.

1 And that second, what I want is to get that
2 accounting, give everybody a chance, because I intent to get
3 orders right then and there and see, because that we're going
4 -- I know she's in a financial hardship, but I think nine
5 days, probably we can survive that nine days especially since
6 you're going to get a payment for the child support, not very
7 much, but it will be the 2,080 and a thousand fifty-eight. It
8 will be 3,000 -- \$3100 will be payable by 5:00 o'clock
9 tomorrow as we indicated. That would take you up for the June
10 and July for the child support.

11 The issues of the Banjuan properties, I'm going to
12 order those be transferred and the Lindale, all the deeds and
13 everything need to be transferred by the close of business
14 July 31st at 5:00 o'clock and then we'll be right back here on
15 August 1st. August 2nd I'll make a determination. I think
16 you are entitled to June and July rental payments. I want to
17 see what you got, what you didn't get, what the gross and see
18 what type of expenses they're asking and I'll make a decision
19 right on that date so we get that one done right then and
20 there.

21 MR. DICKERSON: Is there any chance you could have
22 it late on the day on -- on July 31st? I am out of town from
23 6:00 a.m. August 1st until August 5th.

24 MR. SOLOMON: Both of us are in a deposition all day

1 on the 31st, but we are available on the 1st. You're --
2 you're not available at all on that day?

3 MR. DICKERSON: I'm not available.

4 THE COURT: Did you want to do it --

5 MS. FORSBERG: I'm available on the 1st and the 2nd,
6 but the 31st.

7 THE COURT: You're going to be out all the way to
8 the 5th?

9 MR. DICKERSON: Kathy will handle it. Kathy will
10 handle it.

11 THE COURT: Can you do that? And again, what I want
12 to do is try to get that and make decisions right there so we
13 get -- the supreme court may, you know, have already ruled on
14 that. My issue is to sit there and see comes out with the
15 June and July receipts, see what you got, what you got, see
16 costs and get that done and make a decision right then and
17 there, make that payable within 24 hours right then and there
18 and get that done and try to get this thing moving forward.

19 As far as the 1,032,742, I'm not inclined at this
20 time to order Mr. Nelson to pay that. The reason I think that
21 would basically circumvent what the supreme court is doing
22 with the trust. If the supreme court is going to do something
23 with the trust, so be it, if not, I'm going to order that
24 payment to be made on that same time as well when we come in.

1 If the supreme court hasn't stayed it, then I'm going to get
2 that done right then and there, everything on the 2nd or 1st,
3 whatever it was.

4 MR. LUSZECK: That has been stayed already, Your
5 Honor, with respect to the -- approximately 1,000,000 bucks.

6 THE COURT: That's been stayed with the 1,000.

7 MR. LUSZECK: Okay.

8 THE COURT: But not as to Mr. Nelson. That was just
9 as to the trust.

10 MR. DICKERSON: But Mr. Nelson is personally
11 obligated on that.

12 THE COURT: Yeah.

13 MS. FORSBERG: Your Honor, we've already had that --
14 will you repeat what you said? I'm sorry.

15 MR. DICKERSON: He's personally obligated on that,
16 so --

17 THE COURT: He's personally to pay on that before to
18 pay the 1,032,000 and have him take it from the trust. Won't
19 that defeat the whole argument that what -- what the trust
20 saying that the Court couldn't -- that that was trust property
21 and not his property?

22 MR. DICKERSON: I don't think so. I think that --
23 that basically you -- his argument then is I am not in
24 contempt --

1 THE COURT: Because I can't pay it.

2 MR. DICKERSON: -- because I don't have the monies
3 available.

4 THE COURT: Yeah.

5 MR. DICKERSON: Okay. And then we can address that
6 issue. But what -- what -- the sole purpose of the -- the
7 writ is they say that you lack jurisdiction to direct the
8 trust to do anything. You -- I disagree, but you certainly
9 have jurisdiction over -- over Mr. Nelson.

10 THE COURT: Well, I can direct him to pay it.

11 MR. DICKERSON: Yes, you could.

12 THE COURT: The -- the issue then it's a --

13 MR. SOLOMON: Only if he --

18 MR. SOLOMON: If he personally has it, I agree with
19 them, but he doesn't.

20 THE COURT: Yeah, I mean that this --

21 MR. SOLOMON: But -- and when you were back and
22 follow what Mr. Dickerson's argument was, if that's the way he
23 intended the order, that it was only if Eric Nelson has the
24 money then order him the pay, I don't have a problem with

1 that. But the way it's phrased is if Eric or ELN Trust has it
2 order both Eric and ELN Trust to pay.

3 MR. DICKERSON: What our motion said. Our motion
4 and -- and --

5 MR. SOLOMON: The motion is irrelevant. It's the
6 order.

7 MR. DICKERSON: Well, the order -- the --

8 MR. SOLOMON: And the order is --

9 MR. DICKERSON: the order --

10 MR. SOLOMON: -- quoted in your --

11 THE COURT: Let him finish --

12 MR. SOLOMON: -- petition --

13 THE COURT: -- and then we'll get some rebuttal.

14 MR. SOLOMON: And if it was intended as he said in
15 this argument that it was -- if Eric has the money, that's one
16 thing. The point is Eric doesn't have it. It's in the ELN
17 Trust and that's been stayed by the Court.

18 MR. DICKERSON: And we know that Eric has everything
19 that is in the ELN Trust. He has completed access to
20 everything in the ELN Trust.

21 THE COURT: Okay.

22 MR. DICKERSON: So I -- I would ask that Your Honor
23 enter that order and then you can determine at that return
24 hearing whether he is in contempt. But I would ask that the

1 order that you entered on June --

2 THE COURT: The June 19th order --

3 MR. DICKERSON: -- on June 19th remain in effect and
4 that he be ordered to comply with that by the close of
5 business on the -- on the 31st.

6 MR. SOLOMON: If you have -- if you're ordering Eric
7 to do that, I'm not part of that argument, because I don't
8 represent Eric. If you're ordering Eric to do that as a
9 trustee, then I have a serious problem with that. It flies in
10 the face of the supreme court stay.

11 MR. DICKERSON: Okay. And I -- I would agree. I'm
12 asking that him individually be ordered to pay that, because
13 he does have access to those funds as an individual.

14 THE COURT: Okay.

15 MS. FORSBERG: Your Honor, we disagree that he has
16 access to those funds as an individual.

17 THE COURT: Okay.

18 MS. FORSBERG: So I mean, it's already --

19 THE COURT: All right. Here's what we'll do.

20 MS. FORSBERG: -- it's already been part of the
21 trust issue, so --

22 THE COURT: We'll order him to pay it and then they
23 put off the contempt to show if he's got the ability and
24 willingness to pay it.

1 MS. FORSBERG: And then you would have to set an
2 evidentiary hearing.

3 THE COURT: And the fact is -- exactly, we would
4 have to set it the 2nd for an evidentiary especially if you're
5 looking at jail. There's due process. They have to have the
6 chance to be heard. The supreme court may render that moot or
7 not, it depends. The issue of the supreme court says that
8 money of the trust and the money of the trust on that, then
9 the issue comes to that -- does he have access to that money
10 to pay those bills, the reality of it. I'm not going to make
11 the trust pay it at this time because that would undermine the
12 whole thing that's going. But I think that is a personal
13 obligation he has to pay. Whether he's got the ability to pay
14 I guess is for contempt.

15 MS. FORSBERG: Then we would need to set an
16 evidentiary hearing for that. And then I -- are you plan on
17 setting that for the 2nd as well? Because certainly --

18 THE COURT: No, we'll come in on August 2nd and see
19 where we at. We'll make the order that it's payable to the
20 sum of 1,032,742 and the sum of the 35,258. We'll come back
21 in on August 2nd.

22 MR. DICKERSON: Is it August 2nd we're -- we're
23 coming back?

24 THE COURT: Whatever date we came -- we gave on it.

1 Let's see where we're at and then if I need to set it for an
2 evidentiary, I will. If he's -- and file an evidentiary and
3 that issue would come then as does he have the ability to pay
4 and they'll argue it's in the trust and we'll hear all that,
5 because the supreme court may resolve it. Are you okay?

6 MR. DICKERSON: I'd like to participate by phone.

7 THE COURT: Did you want to -- well, I'll be gone
8 the following week.

9 MR. DICKERSON: If it's on the 1st, then I would
10 simply ask that it be some time after say 3:00 o'clock our
11 time, say 3:00 or 4:00 -- 4:00 o'clock would be perfect. If
12 it's on the 2nd, I can do it anytime.

13 THE COURT: Okay. Now you're going to participate
14 telephonically?

15 MR. DICKERSON: Yes.

16 THE COURT: Okay.

17 MR. DICKERSON: I can participate telephonically.

18 THE COURT: Both times? Okay.

19 MR. DICKERSON: Yes.

20 THE COURT: Does that work for --

21 MS. FORSBERG: That works for me. Does that work
22 for you?

23 THE COURT: Would you prefer August 1st at 4:00
24 o'clock or would you prefer August 2nd anytime? It doesn't

1 matter to me. I'm here all the time anyways, so --

2 MR. DICKERSON: 4:00 o'clock on the 1st.

3 MS. FORSBERG: The only thing is there's -- there's
4 parking at 4:00 o'clock in this building. With what they got
5 today, it make you wonder.

6 THE COURT: Okay. So does that work? Now the
7 trustee -- does the Trust need to be part of that on the --
8 they probably do, because --

9 MR. LUSZECK: Yeah, I think so. August 1st at 4:00
10 p.m.?

11 THE COURT: 4:00 o'clock.

12 MR. LUSZECK: Yeah, for --

13 THE COURT: Does that work for everybody?

14 MR. LUSZECK: Yeah.

15 MR. SOLOMON: Yes.

16 THE COURT: And then we'll do it that time. We'll
17 sit there and state and address the issues, but I need an
18 evidentiary hearing for contempt. You're entitled to an
19 evidentiary hearing especially if they're recommending --
20 requesting jail time. But the supreme court depending on what
21 happens, some of those issues may be resolved. I don't know.
22 We'll see what the supreme court does.

23 MS. FORSBERG: Thank you, Your Honor.

24 MR. LUSZECK: Thank you.

1 THE COURT: Okay.

2 MR. LUSZECK: Let me just readdress one more issue

3 --

4 THE COURT: Sure.

5 MR. LUSZECK: -- about the --

6 THE COURT: Counsel.

7 MR. LUSZECK: -- discovery deadline for the Wyoming

8 Downs issue.

9 THE COURT: Okay.

10 MR. LUSZECK: I would like some time to file

11 dispositive motions and it seems like with November 22nd being

12 the discovery deadline would be relatively hard to do without

13 it being on an OST for the December 11th evidentiary hearing.

14 THE COURT: Okay.

15 MR. LUSZECK: It seems like 90 days was the time

16 frame that was requested.

17 MR. DICKERSON: Well, one would think you could file

18 your dispositive motions prior to the -- the close of --

19 MR. SOLOMON: Well, if you don't 56, F it.

20 MR. LUSZECK: Yeah. So I would just say end of

21 October gives them more than 90 days. It gives them close to

22 a hundred days. And then it gives us time to file dispositive

23 motions, have it heard in ordinary course as oppose to

24 shortening time. Especially filing those over the holiday

1 over Thanksgiving.

2 MR. DICKERSON: I just ask that you remain the order
3 the way it was. With respect to the contempt motion, are you
4 finding him in contempt, yet he can purge that contempt by
5 making the payments that we discussed here today with respect
6 to the payments tomorrow and --

7 THE COURT: No, it -- no, at this time I'm ordering
8 him to pay that sum forthwith, the 1,032,742 and the 35,258.
9 As far as that, we'll come in here on August 1st, whatever it
10 is, to talk about contempt. She's got the ability and
11 willingness to see if we can get that resolved. Of course, if
12 he pays that, it's moot anyways. I'll make it clear if the
13 supreme court doesn't do anything with that trust money. My
14 intent is to make that money come from that trust to get it
15 resolved one way or the other. Just so everybody knows where
16 we're going on that and I'm hoping it might be resolved
17 itself.

18 I won't find him in contempt today because I don't
19 have enough evidence to show that he had the ability and
20 willingness to pay that. I know the argument from the -- Mr.
21 Dickerson is that he's got access to that trust money on that
22 and could pay it on that, but it's more something more
23 question of fact to give everybody a -- a good record. So I'm
24 not finding the contempt yet. I'm directing him to pay that

1 and then we'll issue to see if that's been resolved on that
2 date. If not, we'll set it with a quick turnaround for a
3 contempt hearing because the issue will be his ability -- his
4 ability to pay. And I guess that depends on --

5 MS. FORSBERG: Thank you, Your Honor.

6 THE COURT: We'll have Mr. Dickerson prepare the
7 order.

8 MR. LUSZECK: What are we doing about the discovery,
9 deadline?

10 THE COURT: As far as discovery, let's keep it
11 status quo. If you need more time, I can push the December
12 date if we need that. If you need time to file dispositive
13 motions, just let me know at that time. But I rather keep it
14 there. If it looks like you need more time, I'll be glad to
15 grant more time for the trial if we need on that to give you
16 time to do dispositive motions. But I'm hoping it might -- a
17 lot of these might be rendered moot depending what happens.

18 MR. LUSZECK: Thank you, Your Honor.

19 MR. SOLOMON: Thank you, Your Honor.

20 MR. DICKERSON: Thank you, Your Honor.

21 MS. FORSBERG: Thank you, Your Honor.

22 THE COURT: Thanks everybody. Mr. Dickerson, will
23 you prepare the order for today --

24 MR. DICKERSON: Yes, we will, Your Honor.

1 THE COURT: -- and let counsel --
2 MR. DICKERSON: Thank you.
3 THE COURT: -- sign off? Thanks, everybody. Sorry
4 to keep you so late.
5 MR. SOLOMON: Thank you, sir.

6 (PROCEEDINGS CONCLUDED AT 16:09:05)

7 * * * * *

8 ATTEST: I do hereby certify that I have truly and
9 correctly transcribed the digital proceedings in the
10 above-entitled case to the best of my ability.

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13 Adrian N. Medrano
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Alvin B. Johnson
CLERK OF COURT

3
4 EIGHTH JUDICIAL DISTRICT COURT
5 FAMILY DIVISION
6 CLARK COUNTY, NEVADA

7 ERIC L. NELSON,)
8 Plaintiff,) CASE NO. D-09-411537-D
9 vs.) DEPT. L
10 LYNITA NELSON,) (SEALED)
11 Defendant.)
12 _____)

13 BEFORE THE HONORABLE FRANK P. SULLIVAN
14 DISTRICT COURT JUDGE

15 TRANSCRIPT RE: ALL PENDING MOTIONS

16 THURSDAY, AUGUST 1, 2013
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1 APPEARANCES:

2 The Plaintiff:
3 For the Plaintiff:

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5 The Defendant:
6 For the Defendant:

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9 The Trustee:
10 For the Trustee:

DBA DISTRIBUTION TRUSTEE
OF ELN NEVADA TRUST
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1 LAS VEGAS, NEVADA

THURSDAY, AUGUST 1, 2013

2 P R O C E E D I N G S

3 (THE PROCEEDINGS BEGAN AT 16:00:13)

4
5 THE COURT: Make sure -- we'll get this on the
6 record everybody's appearance and we'll get Mr. Dickerson on
7 the phone. This is the time in the matter of Eric and Lynita
8 Nelson, case number D-411537. We'll get everybody's
9 appearances while we're getting Mr. Dickerson hooked up.

10 MR. LUSZECK: Jeff Luszeck on behalf of the
11 Distribution Trustee the ELN Trust.

12 MS. FORSBERG: Good afternoon, Your Honor. Rhonda
13 Forsberg, 9557, on behalf of Eric Nelson who is present to my
14 right.

15 THE COURT: Good to see you, Mr. Nelson.

16 MS. PROVOST: Katherine Provost, 8414, on behalf of
17 Lynita Nelson who is seated to my left. Also present at
18 counsel table is Melissa Antanasio (ph) and Mr. --

19 (Off record)

20 THE CLERK: He's on the phone.

21 THE COURT: Good to see you Ms. Lynita as well. Mr.
22 Dickerson, can you hear me okay?

23 MR. DICKERSON: Yes, I can. Thank you very much,
24 Your Honor.

1 THE COURT: Okay. Let me know if -- if you can't
2 hear. We just have everybody stated their appearances. If
3 you can't hear, let us know, because sometimes we have trouble
4 from hearing it from the counsel's table. And if so, we'll
5 bring them right up to the bench to make sure you can hear us
6 loud and clear.

7 MR. DICKERSON: Thank you very much. I appreciate
8 the accommodation.

9 THE COURT: We're here on a status check as far as
10 from the last hearing of July 22nd. I did get served with the
11 order from the supreme court granting a temporary stay on some
12 of the issues I ruled on at the hearing and specifically with
13 the divorce decree regarding transfer of the assets to Lindell
14 property, the rental properties, BANONE, the trust -- note
15 receivable from the Ramos and the Russel Road property. They
16 indicated temporary stay shall remain in effect pending
17 further order of the court. So I guess that kind of tied up
18 some of the issues I was resolving.

19 I still see the issues of the payment of the 1.2
20 million dollars and also the rental income accounting from the
21 day of the decree to determine on any rental proceedings
22 they're entitled to. So that's kind of where we're at right
23 now. I guess the real key is the -- what the supreme court is
24 going to ultimately rule on those stays that they have going

1 right now. But here's where I'm at right now and I guess who
2 wants to take the lead on that? Did you want to -- Mr.
3 Dickerson or Ms. Provost, you guys want to take the lead on
4 that, give me your position and hear from the other side or --

5 MS. PROVOST: We'll be brief, Your Honor. With
6 respect to the prior proceedings, the child support payment
7 that was promised for June and July were made. Child support
8 for August is due today. That has yet to be made, but I would
9 trust that that will be made today to remain in compliance.
10 Otherwise, we'll be back before you on another order to show
11 -- order to show cause for failure to pay child support.

12 As we proceeded with at the last hearing and under
13 our motion for order to show cause, the June at -- 21st and
14 June 26th stays by the supreme court regarding the million
15 dollar award where as to the ELN Trust, there was no stay with
16 respect to Eric Nelson and we set that forth in our motion.
17 And as we explained to you at the last hearing, Mr. Nelson has
18 the obligation under the Court's order of June 19th to make
19 that million -- the \$1,032,742 payment to Mrs. Nelson. That
20 still has not been made and we would ask that you set this for
21 an order to show cause further proceedings. He is in
22 violation of this Court's order. There is no stay as to Mr.
23 Nelson.

24 As Your Honor indicated, the July 30th stay has put

1 a hold on the property transfer issues, but that does not
2 negate the -- this Court's order from July 22nd of Mr. Nelson
3 having to account for the rental income from July forward as
4 to all of this properties, specifically the BANONE property as
5 well as the Lindell Road property.

6 Especially with respect to the Lindell Road
7 property. That property if you will recall is titled 50
8 percent in the LSN Trust, 50 percent in the ELN Trust. And
9 Your Honor's decree would have given all of that to Mrs.
10 Nelson, but that transfer to Mrs. Nelson has been stayed.
11 However, she is entitled to be receiving and should have been
12 receiving all along 50 percent of the income that's being
13 generated by the Lindell property. That is not happening.

14 We believe the accounting is due. We ask that the
15 accountings continue on a monthly basis while we're waiting
16 for the supreme court to determine what's going to happening
17 in this case and that Mrs. Nelson is in need right now of
18 money. She has no income to support herself as a result of
19 these stays. At the very least, she should be getting the
20 Lindell Road income. She should be timely receiving her child
21 support. And at this point in time, she's going to be having
22 to consider selling her assets including her home because she
23 has no other means of support.

24 I believe you're familiar with her financial

1 position and we would ask for your assistance in insuring that
2 these accountings are produced. I don't know whether or not
3 Mr. Nelson brought the accounting that he was ordered to bring
4 today, but we have not received anything so far. Nothing has
5 been provided to our office.

6 MR. LUSZECK: Your Honor, I'll be brief as well.
7 With respect to accounts that are from properties that are
8 owned wholly by the E -- ELN Trust, our position is is that no
9 -- accountings need to be produced because the assets are
10 still being -- still being held by the ELN Trust and have not
11 been transferred over to the LSN Trust.

12 Rents issues and profits are incidental ownership.
13 The properties are still owned by the ELN Trust.
14 Consequently, we don't believe accountings are necessary or
15 that Ms. Nelson would be entitled to that information so long
16 as those properties remain titled in the name of the ELN
17 Trust.

18 THE COURT: Thank you.

19 MS. FORSBERG: Thank you, Your Honor. A couple of
20 issues to go along with that, Your Honor. As you know, and --
21 and through the long trial that we've had who has funds in
22 their personal accounts. So you know these parties really
23 don't have those kind of personal accounts. We've talked
24 about inability to -- for him to pay one million thirty some

1 odd thousand dollar award that you have granted her in a lump
2 sum. So there's inability to pay. We've talked about that,
3 Your Honor.

4 Now they have -- not only has the supreme court
5 stayed the million -- that order on the million whatever, you
6 know, the million thirty, whatever it is, they have now --
7 they've also stated those property issues to go forward. I
8 think the other issue that Mr. Luszeck didn't probably bring
9 forth that I think is also important is that the issues about
10 that are now those properties are stayed. It wasn't -- the
11 while property is stayed. I think that goes with the stay
12 that you just read. I think the Court knows that. But just
13 so that it's on the -- the oral record, Your Honor, just to
14 make sure that's clear.

15 So clearly that is a case. Mr. Nelson doesn't have
16 any problem with paying the child support. If you recall,
17 Your Honor, last time we were here he also paid other items
18 that were part of the -- they were supposed to split. And he
19 had no problem. He's the one that volunteered to pay that
20 right that day anyways if you recall. So they're making a big
21 issue about that.

22 And as far as Ms. Nelson selling properties out of
23 the -- her as an investment trustee for her trust, clearly she
24 can do that. There is no stay that prevents her from having

1 income from those properties. So clearly, that's how those --
2 those trusts are set up to buy and sell properties. That's
3 their whole purpose. They're not a normal store front
4 generating income. So that's where we are, Your Honor, on
5 those issues.

6 THE COURT: You know, we need to get this matter
7 resolved. The supreme court needs to get it resolved. As far
8 as the accounting, I think they are entitled to accounting
9 from the BANONE, the reason for that, I'm not going to let
10 this wait until the supreme court decides to vacate their stay
11 and allow me to enforce the divorce decree. I'm not going to
12 wait a month or two for an accounting. Ain't going to make
13 delay. It's ain't going to happen anymore. So we'll get
14 those accountings done. In the event the supreme court says
15 I'm wrong and the properties don't get transferred, then so be
16 it. And they won't need the accounting.

17 But I'm not going to sit there and let this drag on
18 and drag on and drag on. So I want an accounting of BANONE,
19 because my full intention unless the supreme court determines
20 otherwise is to give her those rental incomes immediately from
21 that from the July on. And I'm not going to come back here
22 and say okay, the supreme court agreed with you, Sullivan.
23 Now we need 45 days for an accounting. That's not going to
24 happen. I'm going to get this done. I'm not going -- not

1 have anything delaying things.

2 And so I'm inclined to issue a charging order
3 against any distributions that Mr. Nelson has coming. I think
4 I can clearly do that with a charging order no matter what
5 they role on the trust. I think as far as spousal support and
6 child support, I think it's clear from the case law that I
7 have looked at from spendthrift trusts that they can issue
8 charging orders against any distributions that the parties get
9 in to satisfy any family support issues. The issue on that is
10 with their stay. Does that stay might -- the spousal support
11 order as well. And I'd be inclined to set about issue in a
12 charging order against any distributions that the trust would
13 pay to Mr. Nelson to satisfy his spousal support and child
14 support obligations.

15 I had a done a spousal support. It's a lump sum. I
16 had estimated it at 7,000 a month and based on rental incomes
17 that she may receive about 13,000 for the 20,000. I did that
18 over the 15 years. I think I came up with 1.2 million and
19 then I did a -- not a very calculated to be honest, but I did
20 a discount for a lump sum. It came out to about 800,000, but
21 it was based on.

22 So I would be inclined to get her spousal support
23 for \$7,000 a month and put a charging order against any
24 proceeds and any distributions to Mr. Nelson that that money