

1 trust. The issue is what's remaining of that. And as I said,
2 once -- I broke that down with the payments on that and worked
3 it out so that you'd have capital to run your business. My
4 concern on that is I'm not comfortable with someone else
5 controlling that money until it gets resolved because it could
6 disappear. You could liquidate to pay it back, but that's not
7 the right way to do on that because that was awarded to her in
8 the decree pending the appeal. All I want to do is make sure
9 that money's there so that it doesn't go anywhere so there's
10 no worry about tracking the money down since it's in this
11 account. Supreme Court says I'm wrong, then he's got the
12 money right there; says I'm right, then she's got the money
13 right there and simply draw from that account. So do you know
14 how much is left out of that 1.5; do they have it in a
15 separate account; do you know, Mr. Nelson?:

16 THE PLAINTIFF: There's enough money to fund
17 Lynita's amount. But I would ask that those funds be subject
18 to the state Supreme Court. If the state Supreme Court rules
19 against our -- my attorneys with the trust, I'll immediately
20 deposit the funds, within 24 hours from that. So if we had 30
21 days for the state Supreme Court to hear it -- is that
22 correct, Mark -- I mean, Jeff?

23 MR. LUSZECK: Yeah, I mean, we definitely want
24 sufficient time, Your Honor, to be able to file some type of

1 writ with the Nevada Supreme Court to deal with this issue.

2 THE PLAINTIFF: Twenty-four hours from that --

3 THE COURT: For what base -- what would be your writ
4 -- what would be your basis for the extraordinary relief that
5 Sullivan's making them keep the money there until it's
6 resolved? I mean, what would be the extraordinary relief?
7 Because if I'm wrong, he gets the money. If I'm right, she
8 gets the money. So I don't know what basis it would be for
9 the extraordinary relief. I mean, they can argue, but I mean
10 --

11 MR. LUSZECK: Well, I don't think it's proper to
12 enjoin it. It's the same issue that we had a year ago when
13 the initial injunction was placed then. We don't think it's
14 warranted.

15 THE COURT: When I had it, it was fine. And soon as
16 I took the injunction off, poof. Now I don't know where it's
17 at, that's the problem. When it was enjoined, I knew it was
18 there, I didn't have to worry about it. Now the injunction's
19 gone, I'm worried about it, to be real honest on that, where
20 the money's going. I know he says he can account for all the
21 money, I'm sure he will. The issue is on that she should have
22 her \$1,032,742 ready to go so when the Supreme Court rules, if
23 they affirm it, she gets her money with a check that same day
24 or 24 hours, and Mr. Burch should get his 35,258, and any

1 interest, of course, that's accumulated since the award of the
2 decree. If they don't -- so I don't see the harm on that.
3 I'm not sure what would be the basis for extraordinary relief.
4 I mean, I just don't see it. And the Supreme Court can
5 disagree, of course, what would be your basis for
6 extraordinary relief. But I don't see how you have
7 irreparable harm if it's in a blocked account that would get
8 resolved.

9 MR. LUSZECK: Well, it could be, Your Honor, if it's
10 necessary for the day-to-day operations of the ELN Trust.

11 THE COURT: Then I'm really worried about that
12 because then if they rule and find for Ms. Lynita Nelson on
13 that, that money had been used for the benefit of the ELN
14 Trust, it might not be there for her, and then Mr. Nelson's
15 got to liquidate to get stuff on that. So I don't see on
16 that, he's got the benefit of using that money so far. And
17 when I had the injunction, I knew where it was at. When the
18 injunction was gone, the money -- well, I get nervous and
19 that's the issue on that; is I probably should have kept that
20 injunction from day one, but I figured it would be paid out
21 accordingly subject to any appeal, and then he could chase the
22 money back on appeal. But that's my concern on that, so I'll
23 be glad to give you guys a chance to file any writ you want,
24 but I think that's only fair that the 1,032,742 and the 35,258

1 be put in an interest bearing account that is enjoined from
2 anyone having access to that until the matter is resolved by
3 the Supreme Court or this court once and for all. I don't
4 think that imposes a hardship. That was 1,568. That means
5 since that money was released under the divorce decree in
6 June, that means he's had the benefit of \$500,000 to use for
7 the benefit of the trust or the benefit of Mr. Nelson. He's
8 had a half a million dollars of use since the divorce decree
9 in June that --

10 MR. LUSZECK: Right.

11 THE COURT: -- she hasn't.

12 MR. LUSZECK: It's not him. This is trust property.
13 It's not for him, it's for the benefit of the trust and for
14 its beneficiaries. You keep saying him, but it's trust
15 property.

16 MR. KARACSONYI: As of now, we're the only one with
17 a legally recognizable right to that money that he's pending
18 appeal to try to argue with that decision. We're the only
19 ones with the right. So for him or his attorneys to accept
20 any of that money is -- quite frankly, should be sanctionable
21 and is against -- is so contrary to law and the effectuation
22 of justice. There's absolutely -- you are absolutely entitled
23 to issue this injunction under NRCP 62(c). We put it there in
24 the papers. And we have to make that request to Your Honor,

1 otherwise to the Nevada Supreme Court. And it says that when
2 you -- when an appeal is taken from a judgment that grantor
3 dissolves or denies an injunction, which yours dissolved an
4 injunction, the court in its discretion may suspend, modify,
5 restore, or grant an injunction during the pendency of an
6 appeal upon such terms as to bond or otherwise as it considers
7 property for the security of the rights of the adverse party.
8 And this is the only way to protect her rights.

9 And we need the answer today because if he has taken
10 the benefit of that order and spent the money and then taken
11 an appeal, he should not be able to take all the benefits of
12 an order and then deny the other parts of the order. And that
13 is the law, and that is the common laws that exist in equity,
14 and we need an answer to whether or not the trust possesses at
15 this moment cash totally 1,032,742 and \$35,258. If the cash
16 is gone, then there's a real issue.

17 THE COURT: Mr. Luszeck, well, I'm going to issue my
18 order. I'm going order that the \$1,032,742 and the 35,258 for
19 Mr. Burch be put into a blocked interest bearing account and
20 be enjoined from anyone accessing that until the Supreme Court
21 or this Court ultimately resolves that matter one way or the
22 other. If -- the funds are to be distributed into that
23 account by 5:00 o'clock on Friday. If that money's not there,
24 then I'll entertain any motions they have on where did it go

1 and then I'll give you a chance to argue your legal arguments,
2 if there should be sanctions or not with the trust on that.
3 Then they can do an accounting on those issues, but the fact
4 was on those cases, I don't like the trust having control of
5 that money, I'll be real honest with that, until this matter
6 is resolved, because that's the big question is is that trust
7 money, can the Court make them pay that money on behalf of Mr.
8 Nelson to satisfy the divorce decree. And depending on what
9 the Supreme Court does, they may remand it back to me and I
10 may set aside the trust and we'll go to round two in the
11 Supreme Court.

12 So, I mean, there's a lot of issues going on here,
13 but I'm going to get this resolved. And I -- it's just --
14 it's manifestly unjust the way it's been handled. And Mr.
15 Nelson's been running the show since day one. I respect that.
16 He's a honorable business man, he makes a lot of money
17 obviously on that. The fact is that he's been controlling the
18 issue on that. The divorce decree came out and now I intend
19 to control it until the matter is resolved ultimately. And to
20 me, if I know that money's sitting there -- he's got the
21 benefit of using that money through trust that they had, the
22 portion awarded to Mr. Nelson, he's had the benefit of that to
23 use it freely, do whatever he wants with it. Ms. Nelson's
24 portion has not been able to be used by her pending the

1 appeal, but the appeal hasn't hindered him from doing
2 anything. He's been able to operate business as usual with
3 the trust, business as usual. And the fact is, that's not
4 fair. Just it's manifestly unjust.

5 So I am going to issue -- and I am going to issue
6 the charging order. I'm going to push this case through and
7 let the Supreme Court stop it or resolve it, but this case
8 needs to be resolved. And I'm not going to sit here for years
9 and (indiscernible). It needs to be resolved. It's been
10 pending since 2009. The parties separated in 2008 and it's
11 five years later and we're still fighting over money. And
12 there's plenty of resources there, it seemed like it could
13 have been resolved, but sometimes it doesn't. The Supreme
14 Court made the determination on the spendthrift trust. I
15 respect that. They disagreed and that money's there. No
16 harm, no foul. They got the money, they can use it.

17 Mr. Nelson is a very savvy businessman. As he said,
18 he can generate that money within 30 days, to generate that
19 money. By his own statement, he could generate that million
20 to pay her off if the Supreme Court ruled against him. Well,
21 it seems like the trust could generate that money through his
22 investment advisor as he does the trustee, to generate money
23 to keep the business going. I don't think they need those
24 resources to keep the businesses going.

1 And so I am going to issue the injunctive for those
2 monies indicated to put in an interest bearing account by 5:00
3 o'clock on Friday. I'm going to do a charging order to --
4 issue a charging order. Any monies paid for -- to Mr. Nelson
5 or on behalf of any distributions made and then the trust can
6 keep that money in there and not make distributions for or on
7 his behalf. I'm fine with that, too.

8 MR. LUSZECK: Up to what amount per month?

9 THE COURT: I'm including all of it. Why not?

10 THE PLAINTIFF: My children --

11 MR. LUSZECK: Once again, I'd ask a stay for both of
12 these remedies that you're talking about right now, the
13 injunction and with respect to the charging order just so we
14 have sufficient time to file a writ with the Nevada Supreme
15 Court. And you're giving us less than 48 hours here.

16 MR. KARACSONYI: We object, Your Honor. On what
17 basis?

18 THE COURT: Well, what monies are you getting now?
19 I don't know, are they -- I know they're paying your mortgage,
20 stuff. I don't know what the trust is --

21 MR. LUSZECK: Well, on what basis? That's what the
22 whole purpose of this -- we briefed this whole charging order
23 issue. I think we specifically stated the problems that we
24 have with the charging order issue to get the self settled --

1 THE COURT: No, but I mean his money. I don't know
2 what Mr. Nelson's getting right now. I have no idea what
3 distributions are going, what they're paying for his thing. I
4 saw all the accounts on that with the monies. I know they
5 were paying his bills and all that. I'm not sure what he's
6 pulling out of the trust through distributions or not. I know
7 at one time there was 20,000 and 40,000 a month. I don't know
8 what's current, to be quite honest, since I haven't had any
9 testimony on that. But I don't know what he's pulling out,
10 because he's getting all his bills paid and -- plus 40 grand
11 on the side at one time.

12 THE PLAINTIFF: I think I need to (indiscernible) on
13 one thing, Your Honor, and I apologize, Jeff.

14 THE COURT: That's fine.

15 THE PLAINTIFF: Lynita Nelson in the last 90 days
16 has received \$60,000 of disbursements from property and
17 income. I have paid \$53,000 from January 1st for Garrett (ph)
18 and Carly (ph) Nelson. That is \$113,000 for the benefit of
19 the beneficiaries of those two children there. Your Honor, if
20 -- they support -- this trust supports those children and the
21 older children, the five kids. They are the beneficiaries of
22 there. There may be a need of doctors. There may be a need
23 of housing, education, and these areas like that. I have it
24 all documented right here. So there's got to be an amount to

1 say, you know, if I'm personally getting a disbursement, that
2 it's got to be -- I don't know, I think they said like 5,000
3 or something, the first five would go to Lynita or something,
4 there's got to be an amount or I can't even pay for my son to
5 send him money at college or my daughter to go to school,
6 because the trusts disburses those things to those children.
7 Me personally, that's a different issue.

8 THE COURT: Well, that trust to your kids wouldn't
9 be on your behalf. That disbursement for the kids wouldn't be
10 charged -- probably charged on (indiscernible), the interest
11 paid for him or on -- to him or on his behalf to the kids is
12 on behalf of the beneficiary, not on behalf of Mr. Nelson. So
13 why would the charging order hinder that?

14 THE PLAINTIFF: It's me personally then?

15 THE COURT: Yeah, that's all I'm looking for, try to
16 get it settled, so.

17 MR. LUSZECK: Still request the stay, Your Honor,
18 and same with respect to the injunction.

19 THE COURT: Just be your personal on that.

20 THE PLAINTIFF: Can we have 30 days?

21 THE COURT: I'm not there to punish the other
22 beneficiaries. I'm not here to punish the other
23 beneficiaries. The issue is -- the fact on that is if they're
24 paying for the other beneficiaries, the schooling, the

1 medicals, if it's for the other beneficiaries, fine. The
2 charging order will be bene -- distributions made to Mr.
3 Nelson or on his behalf, for his benefit, not for the children
4 or other beneficiaries. And all I'm trying to do, trying to
5 sit here and say it doesn't seem fair while those issues are
6 pending. Maybe the Supreme Court gets that, maybe they get
7 the matter resolved a lot quicker now, sit there and say
8 Sullivan's going crazy, we need to resolve it. Well, let them
9 resolve it. Mr. Dickerson?

10 THE PLAINTIFF: That's not funny.

11 MR. DICKERSON: (Indiscernible) problem. What he's
12 going to do now is he's going to use one of his adult
13 children, have the money distributed to that adult child, have
14 his mortgage paid, and have all the money paid to him. It's
15 just anything he can do to circumvent. She is in need of
16 money. She's been in need of money for five years, yet he
17 doesn't provide it to her. (Indiscernible) today that he can
18 generate this kind of money in 30 days.

19 THE COURT: Has she received the 60,000 in the 90
20 days; is that about accurate?

21 THE DEFENDANT: I don't think it's 60,000.

22 THE COURT: All right. I want to make sure of that.

23 THE DEFENDANT: I got 32 on Friday.

24 MS. FORSBERG: I can go through the amounts if she's

1 having a hard time remembering, Your Honor.

2 MR. KARACSONYI: Some of -- those are the monies, I
3 believe, that you said she was entitled to from the incomes
4 because you were going to let him control every cent of
5 income.

6 MS. PROVOST: Yeah, the only monies that she's
7 received, Your Honor, are your court-ordered payments for
8 child support and then the -- her half share of what Mr.
9 Nelson has alleged to be the net income from Lindell
10 Professional Plaza.

11 THE COURT: And I saw your responses to it, some --

12 THE DEFENDANT: Which was 32,000.

13 THE COURT: -- of the issues you were doing about --

14 MS. PROVOST: Yes. She's received approximately
15 thirty -- \$35,000 because she received 32,000 this past week
16 and then a check prior to that in -- at the beginning for July
17 for I believe it was --

18 THE DEFENDANT: For child support through December.

19 MS. PROVOST: No, and you received a portion from
20 Lindell, which was --

21 THE DEFENDANT: 32 plus (indiscernible).

22 MS. PROVOST: -- \$3500. She's received --

23 MS. FORSBERG: Your Honor, a couple things. I'm a
24 little confused, perhaps you can clarify for the record,

1 please. You've issued this injunction to freeze this money
2 that is money to her. And you're issuing a charging order.
3 That makes no sense. You're already taking the money and
4 freezing it from the trust, so it kind of seems very
5 contradictory that you're trying to be punitive instead. And
6 that is not what your -- I believe this Court is about. I
7 think this Court is more about, you know -- you've already
8 free -- if you're freezing the money already, now you're going
9 to do the other? That's unconscionable.

10 MS. PROVOST: We're talking apples and oranges when
11 we're talking about freezing money and then we're talking --

12 MS. FORSBERG: That's the same money you're talking
13 about, a million 32 and the same. You're talking about the
14 same money.

15 THE COURT: I imagine there's more money in the
16 trust than just that one million dollars. I imagine they had
17 other assets and property and everything that was generating
18 money, revenues and stuff other than the portion that was
19 awarded to Ms. Nelson, her portion.

20 MR. LUSZECK: Still, isn't the lump sum for alimony
21 --

22 MS. FORSBERG: Uh-huh (affirmative).

23 MR. LUSZECK: -- and the charging --

24 THE COURT: Alimony --

1 MR. LUSZECK: -- order you're issuing is for alimony
2 as well?

3 THE COURT: Alimony, back child support.

4 MR. LUSZECK: I don't understand.

5 MS. FORSBERG: Child support, he has paid through
6 December 31st, Your Honor.

7 THE COURT: That he has paid?

8 MS. FORSBERG: Yes. He paid ahead to December 31st.

9 MR. LUSZECK: So if you already have this lump sum
10 alimony being set aside or enjoined, I don't --

11 MS. FORSBERG: Now you're like double dipping.

12 MR. LUSZECK: -- see why a charging order would
13 still make him make those payments on a monthly basis.

14 MS. FORSBERG: Because you're already taking the
15 money (indiscernible).

16 MR. LUSZECK: It's the same thing.

17 THE PLAINTIFF: Your Honor, if I may?

18 MR. DICKERSON: Your Honor, this is going to the
19 Supreme Court. Why does he benefit and she doesn't?

20 THE PLAINTIFF: Your Honor, if I may.

21 THE COURT: Sure.

22 THE PLAINTIFF: I believe, the way I interpret this,
23 and being the layman I am, is that you want Lynita to achieve
24 some monthly income. She's going to get money from Lindell,

1 she owns part of that.

2 THE COURT: How much is she going to be getting
3 monthly?

4 THE PLAINTIFF: That I don't know. We're redoing --
5 she's got all the full accounting.

6 MS. PROVOST: It's interesting he said --

7 THE PLAINTIFF: Hold on, hold on, let me --

8 MS. PROVOST: -- she'll get paid, but she hasn't
9 been paid for --

10 THE PLAINTIFF: In addition to that, I want to --

11 THE COURT: Okay. That's the issue is --

12 MS. PROVOST: -- August or September yet.

13 THE COURT: Yeah, she's always going to get it by
14 (indiscernible), so I need to know, what's she going to be
15 getting?

16 MS. PROVOST: When? She hasn't been paid for August
17 or September yet. We're now into September. She didn't get
18 -- the checks that she's received has been through July.

19 THE COURT: Do we know --

20 MS. PROVOST: She still hasn't been paid August.
21 She still hasn't been paid September.

22 THE PLAINTIFF: What is the date today?

23 THE COURT: Let me give a --

24 MS. PROVOST: So it's a lot of lip service that --

1 THE PLAINTIFF: What is the --
2 MS. PROVOST: -- you're going to get it.
3 THE PLAINTIFF: That is --
4 THE COURT: Let me get Mr. Nelson, how much --
5 THE PLAINTIFF: What is the date?
6 MS. PROVOST: It's September 4th.
7 THE PLAINTIFF: The 4th. So I --
8 MS. PROVOST: -- so she hasn't been --
9 THE PLAINTIFF: -- would generally --
10 MS. PROVOST: -- paid August or September.
11 THE PLAINTIFF: -- on the 21st do the accounting for
12 a client.
13 THE COURT: And how much would you anticipate her
14 portion?
15 THE PLAINTIFF: I don't have no idea till the
16 expenses come back. We had to buy a new air conditioning unit
17 for one of the tenants.
18 THE COURT: And were you anticipating thousands to
19 her, were you --
20 THE PLAINTIFF: Thousands.
21 THE COURT: -- anticipating hundred?
22 THE PLAINTIFF: Yeah, I would --
23 THE COURT: I mean, are you talking like 10,000?
24 THE PLAINTIFF: And I'm sure we'll go over the

1 amounts and expenses that it is. What it is is what it is.
2 So she has money there. And we have asked to present an offer
3 from investors on the Mississippi bankruptcy property to give
4 her 300,000 down and carry 900 and give her 5,000 a month.
5 They haven't even responded to us.

6 THE DEFENDANT: Actually, it's the exact same offer
7 that he's been writing in emails to me before, and now he
8 wants to represent that it's some investor doing it. Also, if
9 I may say, that the paperwork that shows from 2010, '11, and
10 '12, each -- each year was around the amount of \$10,000. So
11 we have a property that in a year, the net amount is \$10,000.
12 So there's 12 months in a year, figure out how much he's
13 making -- we're making a month on a property that we own
14 together. Maybe a thousand dollars?

15 THE COURT: Now, how much have you received monthly.
16 What is your anticipated -- do you have any idea what she'd be
17 receiving while this case is pending, the Lindell -- how much
18 has she got from Lindell from the last couple months? Was
19 there an average that you could do for her? I'm trying to see
20 what her cash flow is.

21 MS. PROVOST: The gross income to Lindell monthly in
22 2003 has varied from 55 -- 4900 a month to 7300. That's been
23 the gross. That's before any deductions for expenses included
24 of the 25 percent of his payroll that he's deducting and the

1 deductions for the children's health care that he has solely
2 been ordered to pay and the deductions for hear health care
3 that he was to keep in effect at least in through -- until the
4 time of the divorce. The last two months, perhaps, maybe
5 that's Mrs. Nelson's obligation to bear. But until the time
6 of the divorce, he has deducted a hundred percent of her
7 health care. He has deducted 50 percent of the children's
8 health care. So in actuality, she's been shorted money yet
9 again in what she's supposed to be receiving.

10 MS. FORSBERG: Your Honor, we would have to disagree
11 with that because the order was that he would keep it in
12 force. He'd pay out of their funds that they had coming in.
13 She doesn't want it accounted for? That's ridiculous. She
14 doesn't want to pay anything --

15 MS. PROVOST: She doesn't want it deducted.

16 MS. FORSBERG: -- she doesn't want to get a job, she
17 doesn't want to do anything to help herself, but yet -- and
18 the children. The children in the final order, you gave him
19 the maximum child support. You hit him with the presumptive.
20 And now they're -- according to statute, they need to be
21 splitting the cost of those children.

22 THE PLAINTIFF: I'm going to say one more word. I
23 think I can -- Your Honor --

24 THE COURT: They've only got one child. They only

1 got one child.

2 MS. FORSBERG: Child now.

3 MS. PROVOST: But based upon --

4 MS. FORSBERG: His child Garrett just barely turned
5 18.

6 MS. PROVOST: -- the disparity of income, you said,
7 Your Honor, that it was his --

8 THE PLAINTIFF: No, I'm going to say this.

9 MS. PROVOST: -- he was statutory max.

10 THE PLAINTIFF: Your Honor, I think I can satisfy
11 both sides. I can satisfy. We just held up the million
12 30,000 dollars.

13 THE COURT: Right.

14 THE PLAINTIFF: I'll disburse 7,000 a month from
15 that amount to her every month so it'll come out there. And
16 then I can take the same amount to live on. Is that what's --
17 was it 5,000 or 7?

18 UNIDENTIFIED VOICE: It was 7.

19 THE COURT: From the one million --

20 THE PLAINTIFF: Yes.

21 MR. DICKERSON: We still want it -- we would want it
22 posted with the Court as the Court has ordered. We would like
23 the charging order, also.

24 MR. LUSZECK: Your Honor, the two just doesn't make

1 sense. If what's being enjoined is the million dollars,
2 that's for alimony, and the charging order would be for
3 alimony, too.

4 MR. KARACSONYI: It absolutely makes sense, and I've
5 explained why. If they win on their issue, let's say they win
6 on their writ, he still owes a lump sum alimony order. You
7 made that -- that's his individual obligation. You could
8 always go back and say, hey, he's already paid some of that
9 individually from his distributions from the trust and I'm
10 going to credit that from the 1.032 million or whatever you're
11 going to do. But either way, that lump sum alimony aware is
12 his obligation to pay. What they're challenging has nothing
13 to do with his lump sum alimony obligation. They haven't
14 filed a writ regarding whether or not you could order a lump
15 sum alimony against Eric Nelson. So it makes absolute sense.

16 There's one other request that we need to get to,
17 and I don't think if you want me to address it now. But along
18 these same lines, I understand Your Honor's not inclined to
19 issue a receiver and we have all the reasons why we believe a
20 receiver --

21 THE COURT: Yeah, I read the --

22 MR. KARACSONYI: -- is appropriate. I know you've
23 read it, but if you're not going to issue the receiver, then
24 we would ask that you re-enjoin -- because remember, your

1 decree of divorce dissolved the preliminary injunction that
2 was in place --

3 THE COURT: I know.

4 MR. KARACSONYI: -- and the other injunction -- I
5 don't know if it even specifically mentioned it, but by
6 operation of law, it may have dissolved; the other injunction
7 you had that they maintain the status quo. Your goal is
8 obviously to keep the property from being disposed of or
9 encumbered or whatever it may be. So we would ask in the
10 interest of justice and while the appeal's on -- while the
11 appeal is up with the Supreme Court or the writs are up --
12 writ petitions are up at the Supreme Court, that you enjoin
13 all of the property that was awarded to Lynita Nelson from
14 being transferred, sold, encumbered in any way, any portion of
15 that property, whether it be his half or her half, because you
16 don't want creditors coming after the property as a whole;
17 that any of that property not be diminished, transferred in
18 any way. We can use the same language we used on the prior
19 order. But there's no reason for him to be transferring or
20 encumbering her property while in the middle of an appeal,
21 because as of right now, the only person with any legal right
22 to that property is her pending a decision by the Nevada
23 Supreme Court. So we would ask that you issue that injunction
24 as a lesser form of relief than the receivership that we asked

1 for.

2 THE COURT: Here's what we're going to do. We're
3 going to cut through this now. Right now, I'm going to --
4 because I ordered the money to be put in the interest bearing
5 account for the numbers given, the 1,032,47 whatever it was --

6 MR. KARACSONYI: 742.

7 THE COURT: -- 742, and the money for Mr. Burch --
8 let me find my numbers that I wrote down. They will put those
9 in a blocked interest bearing account. I do not believe that
10 -- I'm not going to issue a stay on that. I don't think
11 that's going to bring the Nelson trust to their feet -- or to
12 their knees so to speak on that. I don't believe they need
13 that money to maintain the operation of their business because
14 of the divorce decree. If it went the way this Court had
15 envisioned it with the divorce decree, the money would have
16 been paid within 30 days, you wouldn't have had it anyways on
17 that. So I don't think it's fair, until the Supreme Court
18 rules on that, that they should have the benefit of the trust
19 of using that money when this Court awarded that to Ms. Nelson
20 pending appeal at the Supreme Court.

21 Number two, I'm going to hold off on the charging
22 order. I'm going to think about that for a while and look at
23 that. We're going to be back here on October 2nd, I believe,
24 on another motion that I'm looking at. As far as I'm inclined

1 to enjoin the property that was awarded to Ms. Nelson, the
2 Ban-One (ph), the Lindell, all those properties, from being
3 transferred, sold, or otherwise encumbered. The goal is to
4 keep the property awarded to her there, so when the Supreme
5 Court rules, if they agree, she gets it right away, not have
6 to go around there and try to make accommodations. I think
7 that's only fair to maintain the status quo until the case is
8 resolved, at least as to the order for the properties awarded
9 to Ms. Nelson.

10 As far as the charging order, I want to look into
11 that, do a little more research and think about that more. As
12 far as an order to submit proof to this Court by Friday, 5:00
13 o'clock, that the money has been placed in an interest bearing
14 blocked account so that I know that it's not going to go
15 anywhere. Have you done anything with the Ban One property,
16 Lindell property, any concerns you have now? Because let's
17 get it out now if there is because I don't want to be coming
18 here on a contempt thing. Is there any issues we need to deal
19 with as far as that property that was awarded to Ms. Nelson
20 pending appeal?

21 THE PLAINTIFF: Lindell I have not. The other
22 properties I've been leveraging and what they call hedging so
23 I can keep working. That's all I do, Your Honor, is -- these
24 asset management stuff. But I can assure you that on -- if

1 the state Supreme Court -- you've got to give me some credit
2 here, there's nothing ever missing. And so I have to be able
3 to utilize these assets for my family, my children, my staff.
4 If you -- and so the money's going to be set aside and I'll
5 make sure everything's good on whatever that order comes back
6 from the state Supreme Court. But to continue -- I mean,
7 that's what the stay is, that I could continue to operate.
8 It's like I'm a dentist and you're going to say I can't use
9 the fillings or I can't do anything in those properties. We
10 sold hundreds and hundreds of properties and -- but it's all
11 accounted for.

12 THE COURT: You got the Wyoming Downs and those
13 issues that are coming up, too. I mean, it's probably -- my
14 issue, to be real honest, on -- to be real honest with you on
15 this case on that, I don't think the properties awarded to Ms.
16 Nelson was necessary in order for the Nelson Trust to keep
17 operating business as usual. I think there's assets in that
18 trust. You indicated you could generate money through that,
19 so I don't believe that that property that -- the Nelson Trust
20 or the -- Mr. Nelson should be getting any benefit from the
21 property awarded to Ms. Nelson until the matter's resolved.

22 MR. KARACSONYI: How could he sell her property when
23 he's supposed to be --

24 THE PLAINTIFF: I didn't sell the properties.

1 MR. KARACSONYI: -- accounting to her for the
2 income?
3 THE PLAINTIFF: I have not sold any properties.
4 MR. KARACSONYI: Is he saying -- is the answer that
5 -- he said that some of it has been leveraged.
6 THE COURT: He said hedged.
7 MR. KARACSONYI: Okay, so --
8 THE COURT: Hedging, so I don't know what that means
9 --
10 MR. KARACSONYI: -- so he doesn't tell her --
11 THE COURT: -- if there's loans on it.
12 MR. KARACSONYI: -- that he's leveraging her
13 property while he's filed a writ --
14 THE PLAINTIFF: I can de-leverage --
15 MR. KARACSONYI: -- with the Supreme Court?
16 THE PLAINTIFF: -- in a minute, Your Honor --
17 MR. KARACSONYI: He's gaming the system.
18 THE PLAINTIFF: -- on tax things and --
19 MR. KARACSONYI: Can we get answers?
20 THE COURT: Here's what's going to happen. Here's
21 what's going to happen. We're going to order that property to
22 be enjoined. All the property awarded specifically, put it
23 right in the order --
24 MR. KARACSONYI: From the ELN Trust.

1 THE COURT: -- to be enjoined. That's the Ban One,
2 Lindell, and those property be enjoined from being saled
3 [sic], transferred and encumbered. He can unleverage as he
4 said. He's a smart business man. He can leverage other
5 property that he -- that the trust controls, they can do that.
6 He's an investment trustee, he's a bright guy. He can
7 unleverage it and do those other issues. But I don't think
8 it's fair pending the appeal for the trust to get the benefit
9 of that when I awarded that to Ms. Nelson. And but for the
10 appeal, we'd be done. He wouldn't be having that property
11 anyways. If the Supreme Court disagrees, then we'll get all
12 the property, whatever we need to do, so be it.

13 But I'm going to deny the charging order at this
14 time. I want to think about that for a while, to be honest,
15 look at it. I want to -- I'm going to order that money for
16 the -- by Friday at 5:00 o'clock to be in the interest bearing
17 account that's blocked so that -- see if counsel can agree on
18 what account that needs to be done. If not, I can put it to
19 the Court if I have to, but I'd prefer not to do that because
20 I figure you have more access to trust accounts and through
21 attorneys. IOLTA, where you should get interest bearing under
22 IOLTAs. That'd be the 1,032,742, we'll deal with interest
23 later when we resolve the case on that, because I intend when
24 the matter is resolved to give you interest from the date of

1 decree, so you get the interest on any judgment that is
2 ultimately awarded; and the 35,258 to Mr. Burch who's been
3 waiting for his money for a significant period of time; to put
4 those two, amount that equals whatever that comes out to a
5 total, in an interest bearing account by Friday at 5:00
6 o'clock.

7 I'm going to deny the motion for a stay at this
8 point because I don't think this is going to be earth
9 shattering, it's going to bring the trust to their knees where
10 they cannot operate efficiently. I don't buy that in a
11 minute.

12 And number two, as far as the other property that
13 was awarded to Ms. Nelson, the Ban One, the Lindell, all the
14 property specifically, the Court can put the injunction; that
15 property is not to be transferred, encumbered, or sold.
16 Something's been done to that, undo it. So we've got that,
17 and if you feel that there's been some funny business, you
18 guys can come in for a order for contempt and we'll look at it
19 at that time.

20 I'm going to deny the charging order at this time,
21 under further consideration. I'm going to look at it and see
22 where we're at. As far as what are you getting monthly, Ms.
23 Nelson; what are you receiving as far as monthly on that,
24 because the thing was the rental income. I don't think what

1 that equates to with the Ban One, the Lindell. Those were
2 awarded to you, because you should be getting those rent
3 receipts. I know I looked at the accounting as of August
4 30th, but I didn't have a chance to digest it. So are you
5 receiving money that -- a ballpark figure that you're getting
6 on a monthly receipt?

7 MS. PROVOST: Thus far, she has not been receiving
8 any money monthly, Your Honor. Like I said, we've received
9 the accountings that you ordered. I'll just address 2013 for
10 an example because that's where we are, in the current year.
11 In 2013, for the seven months between January and the end of
12 July, the trust revenue was -- or the revenue relating to
13 Lindell Professional Plaza, which would be related to the
14 eight suites in that building that are located on the first
15 floor, revenue income was \$44,300. The entire second floor of
16 that building is occupied by Mr. Nelson, who is continuing not
17 to pay any rent.

18 During the divorce, if Your Honor will recall, that
19 property was appraised and as part of that appraisal, the
20 appraising -- the appraisal provided a -- it was contingent
21 and it said that the -- based upon the information set forth
22 in the appraisal, the average market rent for the property
23 would be \$99 per square foot. And the appraised value that
24 you awarded to Mrs. Nelson forecasted payment of market rent

1 by Eric Nelson for Suite 201 at a dollar per square foot post
2 divorce. To date, so far, he has not been paying that rent.
3 That would be an additional \$3200 a month, so you would be
4 looking at -- like I said, it hasn't been a steady flow. It's
5 varied from 4900 in gross receipts to 7300 in gross receipts,
6 but another 3200 on top of that.

7 From that gross profit, Mr. Nelson has been
8 deducting expenses. And we do not dispute the waste expense,
9 the sewer and water, the maintenance and repairs, and though
10 we have yet to be provided with a detailed accounting of who
11 is being paid the administrative and operating and labor
12 expenses --

13 THE COURT: You asked for wages, if I remember. You
14 wanted to see --

15 MS. PROVOST: We did. We -- what we received is
16 just a general ledger that says that -- that tell us that
17 those monies have been -- have actually been paid out, at
18 least off of the books. We -- it doesn't tell us to whom.
19 But we feel that that amount -- we're not even going to
20 quibble about that amount. It appears to be a reasonable
21 amount.

22 What we feel is an unreasonable deduction are the
23 deduction of 50 percent of the minor children's health
24 insurance premiums and a hundred percent of the insurance

1 premiums that were related to the payment of insurance for
2 Mrs. Nelson from January through July 3rd, which would be the
3 entry of the date of the decree of divorce. There really is
4 -- first of all the -- now all of a sudden, those are being
5 deducted from Lindell Professional Plaza. If you look at Mr.
6 Nelson's accounting that he even provided, and historically
7 the reports of Larry Burch during the time of the divorce,
8 that expense has been billed to and paid by Dynasty
9 Development, not by Lindell Professional Plaza. Now, all of
10 a sudden, when it comes times that you have to share the rents
11 with Mrs. Nelson, now it's going to be attributable to Lindell
12 Professional Plaza.

13 As I state earlier, your order in the decree was
14 that Mr. Nelson was to pay the statutory maximum child support
15 award and then additionally provide the minor children's
16 health care expenditures. He has brought that back into and
17 deducted it from Lindell Professional Plaza and attributed
18 half of that to Mrs. Nelson. We would ask that -- you know,
19 that no longer occur, that she be reimbursed for the amounts
20 that have been deducted already, and that going forward, she
21 has yet to be paid for the month of August that she has coming
22 to her. And then with respect to her health care, from Janu
23 -- from the time of January through the time of the divorce,
24 that should not have been deducted either.

1 Going forward, Mrs. Nelson will determine how she
2 wants to pay for her health care, but obviously she
3 understands that if Mr. Nelson is paying that expense, that
4 would be a reasonable deduction on her behalf going forward.
5 If he doesn't want to pay that expense, then we ask that, you
6 know, she be provided the time to obtain her own insurance,
7 which I would think 30 days would be reasonable for her to do
8 that and she'll go out and find her own insurance as long as
9 she is actually receiving that income.

10 THE COURT: As far as the motion on October 2nd,
11 right? Do we have a motion October 2nd?

12 MS. PROVOST: Yes.

13 THE COURT: And what is the purpose of that motion?
14 I don't have it in front of me yet.

15 MS. PROVOST: That's not our motion, Your Honor. I
16 believe --

17 MR. LUSZECK: It was a motion to --

18 MS. PROVOST: -- that's their motion.

19 MR. LUSZECK: -- to substitute Nola Harbor.

20 THE COURT: Oh, for the --

21 MR. KARACSONYI: And we'd like to -- our chance to
22 file our opposition on that.

23 THE COURT: Yeah, no, I'm just trying to
24 (indiscernible) the issue. I haven't gone through all the

1 accountings. I've read the accounting and the response, but I
2 haven't digested it all. But I did see the issues about the
3 response by Mr. Dickerson's firm as to some of the concerns
4 about the insurance and things like that, and also about the
5 detail for the wages so you could determine with the
6 accounting what was legitimate deductions, to determine what's
7 her fair amount. Do you need some time on that to look at
8 this so I can look at those accountings, or did you guys get a
9 chance to reply to their --

10 MS. FORSBERG: Your Honor, we haven't got a chance
11 to reply to what -- their comments.

12 THE COURT: Okay. That's what I thought.

13 MS. FORSBERG: We'd like a chance --

14 THE COURT: Yeah.

15 MS. FORSBERG: -- to do that.

16 THE COURT: Okay. What are you asking for today
17 then? As far as right now, I said I'm not inclined to do a
18 charging order at things time. I want to consider that and
19 will look at it, think about it a little bit more. I am going
20 to issue the money, as I said, to enjoin the -- the funds I
21 indicated, 1,032,742 and the 35,258. I'll also issue an
22 injunction to not transfer, encumber, or sell any of the
23 property awarded to Ms. Nelson in the decree pending the
24 ultimate determination by the Supreme Court. That way the

1 property won't disappear or be encumbered because I think
2 that's only fair that the properties awarded to her, that --
3 be there, so if the Supreme Court rules on that.

4 As far as any other issues that -- I know you also
5 had addressed attorney's fees and costs. I haven't read all
6 the requests that -- from August 1st. I told you to submit a
7 memorandum of fees and costs. I need to look at that and make
8 a determination as to fees and costs.

9 You also requested a supersedeas bond to secure the
10 value of the property and the potential interest, fees, and
11 costs. I normally require that as part of the appeal process,
12 but I guess it depends on what the Supreme Court does.
13 Normally, what happens is pending the appeal, that I have a
14 supersedeas bond issued to cover that, with the interest and
15 then fees and costs at that point. I don't know what the
16 Supreme Court's going to do at this time as far as right now.
17 You've got your writ, I guess you're waiting to hear on the
18 writ.

19 MR. LUSZECK: Right.

20 THE COURT: And then depending on what they do on
21 the writ, if they deny the writ, then I imagine that would be
22 the appeal process is the right time to address supersedeas
23 bond, when it's on appeal. Right now, I do have the property
24 protected with the interest bearing account. We'll protect

1 the lump sum money. We'll protect the property awarded to Ms.
2 Lynita through the injunction.

3 MR. KARACSONYI: With the injunction, Your Honor --

4 THE COURT: It'll protect it.

5 MR. KARACSONYI: -- that's the relief really we were
6 looking for, the receivership. The supersedeas bond was an
7 alternative to those forms of relief actu -- instead of hav --
8 if you weren't going to take the actual property. So I think
9 we're fine now. I just don't want any games with the order,
10 you know, going back and forth, and the delay. We know we've
11 had these issues in the past.

12 THE COURT: I've got two orders I'm looking at that
13 were submitted which kind of detailed --

14 MS. PROVOST: I was going to say, we've got orders
15 from July that we're still waiting for.

16 THE COURT: Yeah, I got that last week and --

17 MR. KARACSONYI: Yeah, and then there's arguments
18 can -- these seem like very simple orders. I have 132 and
19 35,000 by Friday at 5:00 p.m. into a blocked interest bearing
20 account. If it's not agreed upon by counsel, can you say now
21 which account, or any -- as long as it's in a blocked interest
22 besting account and then you can decide later where it will go
23 from there?

24 THE COURT: Yeah, did you want -- I don't think I

1 need to have you guys come back. Do you want to do a phone
2 conference if we need to or do you want to put it on a status
3 check? I just don't want to be tying up everybody's time for
4 another hour in legal feels. The issue -- we've got bright
5 people. They should be able to resolve it, that's fair.

6 MR. KARACSONYI: But if not, that they'll have it at
7 least in some kind of account pending a resolution and provide
8 us proof that it's in that account by Friday at 5:00 p.m.; is
9 that okay?

10 THE COURT: Does that work for you on that? Because
11 I don't know if you have an account you could put it in. I
12 just want to make sure it's a blocked account so people can --

13 MR. KARACSONYI: Yeah, until there's an agreement or
14 an order by Your Honor where it goes. But at least we know
15 it's in an account. And then on the other one, we'll do a
16 second order that all property from the ELN Trust that was
17 awarded to Ms. Nelson --

18 THE COURT: And identify specifically with the Ban
19 One, Lindell so (indiscernible) --

20 MR. KARACSONYI: The ones from the ELN Trust, right.

21 THE COURT: That way it's clear.

22 MR. KARACSONYI: Are estopped from being sold or
23 otherwise encumbered, et cetera, what you said, and that that
24 any leveraging or encumbrances placed on it should be undone.

1 Is that the order?

2 THE COURT: Yeah, he said unleveraged.

3 MR. KARACSONYI: Can we direct submit --

4 THE COURT: (Indiscernible) -- unhedged.

5 THE PLAINTIFF: It will take time. The whole
6 structure of my company is being destroyed right here in front
7 of you and so it will take time. It'll take 60 days at least
8 to square everything around because I'm going to have to go
9 back in time, 60, 90 days. But I guaranteed it, I'll put my
10 house up, it isn't even part of the -- the Ban One stuff.
11 I'll put the house in there if you want. You just -- you've
12 taken everything away from me, Your Honor.

13 MR. KARACSONYI: Judge, but -- before I was cut off,
14 I was just going to ask to direct submit those to you.

15 THE COURT: Yeah.

16 MR. KARACSONYI: Copied on opposing counsel, those
17 two simple orders, without a counter signature so we don't
18 have this whole delay.

19 THE COURT: Well, I'll let --

20 MS. FORSBERG: We've already had some games played
21 before.

22 THE PLAINTIFF: A lot of games.

23 THE COURT: I'll have you submit to counsel. If
24 they don't agree within 24 hours to turn around, submit them

1 to me directly with your proposed orders, and I'll sign them
2 the same day.

3 MR. KARACSONYI: Okay.

4 THE COURT: I'll give you a chance to review them,
5 but I'm not going to let it sit for a week or two.

6 MR. KARACSONYI: They're going to be simple two-line
7 orders.

8 MS. FORSBERG: They're never simple two-line orders.

9 THE PLAINTIFF: Can I get a 90-day --

10 THE COURT: Submit the orders. I'll give 24 days
11 [sic] to sign off --

12 THE PLAINTIFF: -- period to unwind?

13 THE COURT: Right now we'll do that injunction.

14 We'll see where we're at. And the problem is you look and see
15 if the properties, you think it's wrongfully encumbered and
16 they can come in for a contempt for violation of the
17 injunctive relief and we'll look at all of that to see where
18 you're at. And it our goal -- my goal, I'll be real honest.
19 I'm not trying to be high handed. I'm trying to get this case
20 done. I think this case should have been done. I think it's
21 all about money. Money comes and goes. Relationships will
22 stay a lifetime. Unfortunately, the relationship happens in
23 the divorce cases on that. We're hoping people can move on
24 with their lives and reestablish what they have. You raised

1 several children -- was it five children? Five children,
2 they're going to be part of the family forever.
3 (Indiscernible) a lot of time. Unfortunately, we couldn't get
4 to her, but (indiscernible). It's only money. And people
5 will be caught up in money, and you're going to make more
6 money because you're a bright person. You're going to make a
7 lot of money. And you will on that, and the fact is it's just
8 money. But do what you guys got to do, and that'll be the
9 orders of this Court. And we'll see you on October 2nd and --
10 MS. PROVOST: Your Honor, there was one last thing.
11 THE COURT: Sure.
12 MS. PROVOST: Could we get a due date for the
13 payment of the August monies that were due to her for Lindell
14 that have not been paid?
15 MS. FORSBERG: Your Honor, August just barely
16 happened. You have to do the accounting after --
17 THE PLAINTIFF: Thirty days it takes to get --
18 MS. PROVOST: Can we get a due date, Your Honor?
19 THE PLAINTIFF: -- the full accounting.
20 THE COURT: I think you said September 20th is that
21 when you (indiscernible)?
22 THE PLAINTIFF: Thirty days.
23 MS. PROVOST: He said September 21st, he should be
24 able to have it.

1 THE COURT: Is that when you pay it normally?

2 THE PLAINTIFF: I'm going to be back in New York to
3 visit my son, if I can afford it, and then I have other
4 pressing issues. So we'd have 30 days, normal 30 days --

5 MS. FORSBERG: For the month (indiscernible) --

6 THE PLAINTIFF: -- month close and to be normal.

7 THE COURT: So basically you're always a month
8 behind, is that what happens?

9 MS. FORSBERG: Always, because --

10 THE PLAINTIFF: Always.

11 MS. FORSBERG: -- you've got to account for all the
12 bills that are coming in and that's normal business practice.

13 THE COURT: Does that work out for you? Does that
14 cause you a problem if I made it from September 21st to
15 October 1st? I mean, you're talking about a week. Does that
16 cause -- that way you know you get it on the first of every
17 month; is that fair enough?

18 MS. FORSBERG: It's always going to be delayed
19 because you've got to have the bills (indiscernible).

20 THE COURT: Yeah, but is that fair on the 1st she
21 can count on it?

22 MS. PROVOST: By the 1st of the following month, so
23 we're --

24 THE PLAINTIFF: I jump through a lot of hoops to get

1 everything done for them. Nothing satisfies them.

2 MS. PROVOST: So August, she will be paid October
3 1st then for August's?

4 THE COURT: Okay. Does that work out for you?

5 THE PLAINTIFF: Like I said, August I'll pay in 30
6 days.

7 THE COURT: So that would be the end of September.

8 THE PLAINTIFF: September I'll pay in 30 days from
9 there.

10 THE COURT: So you get it the end of the month. If
11 he did it at the end of the month -- the 30th, 31st, do you
12 want the first of the following month because -- for the
13 bookkeeping the month behind, that's kind of what happens,
14 because he's got to see what came in.

15 MS. FORSBERG: That'll work.

16 THE COURT: Does that work, the first of each month
17 then?

18 MS. PROVOST: So the first of each month, so August
19 --

20 THE COURT: So August 1st, you get --

21 MS. PROVOST: -- will be paid on October 1st.

22 THE COURT: -- get October 1st; September 1st would
23 be November 1st.

24 MS. FORSBERG: Right.

1 THE COURT: Et cetera; does that work for everybody?

2 MS. FORSBERG: Thank you, Judge.

3 THE COURT: All right.

4 MR. KARACSONYI: Thank you, Your Honor.

5 MS. PROVOST: And then the rest, Your Honor, with
6 respect to the deductions, that's under advisement for you to
7 rule on in October?

8 THE COURT: Yeah, let me look at that. I want to
9 get their -- they haven't replied yet.

10 MS. FORSBERG: But we just --

11 MS. PROVOST: (Indiscernible) an opportunity.

12 THE COURT: Yeah, let them reply and October 2nd,
13 I'll be ready to rule on that with the other motion that's
14 pending.

15 MS. FORSBERG: Thank you, Your Honor.

16 MS. PROVOST: Thank you, Your Honor.

17 THE COURT: Thanks everybody.

18 (The proceedings concluded at 16:24:52)

19 *****

20 ATTEST: I do hereby certify that I have truly and
21 correctly transcribed the digital proceedings in the above-
22 mentioned case to the best of my ability.

23 /s/ Sharolyn Bornholdt

24 Sharolyn Bornholdt, Transcriptionist

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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)

NOTICE OF ENTRY OF
INJUNCTIONS FROM
SEPTEMBER 4, 2013 HEARING

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

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

10 v.)

11 LYNITA SUE NELSON and ERIC)
12 NELSON,)

13 Purported Cross-Defendant and)
14 Counterdefendant,)

15 LYNITA SUE NELSON,)

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

18 v.)

19 ERIC L. NELSON, individually, and as)
20 the Investment Trustee of the ERIC L.)
21 NELSON NEVADA TRUST dated May)
22 30, 2001; the ERIC L. NELSON)
23 NEVADA TRUST dated May 30, 2001;)
24 LANA MARTIN, individually, and as the)
25 current and/or former Distribution)
26 Trustee of the ERIC L. NELSON)
27 NEVADA TRUST dated May 30, 2001,)
28 and as the former Distribution Trustee of)
the LSN NEVADA TRUST dated May)
30, 2001; NOLA HARBER, individually,)
and as the 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;)
JOAN B. RAMOS, individually; and)
DOES I through X,

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

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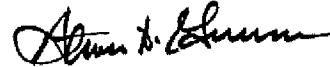
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SEPTEMBER 4, 2013 HEARING is acknowledged this 10 day of September,

By: Susan Grace
 MARK A. SOLOMON, ESQ.
 9060 W. Cheyenne Avenue
 Las Vegas, Nevada 89129
 Attorneys for Distribution Trustee for the ELN
 Trust

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CLERK OF THE COURT

1 ORDER

2 THE DICKERSON LAW GROUP

3 ROBERT P. DICKERSON, ESQ.

4 Nevada Bar No. 000945

5 JOSEF M. KARACSONYI, ESQ.

6 Nevada Bar No. 010634

7 1745 Village Center Circle

8 Las Vegas, Nevada 89134

9 Telephone: (702) 388-8600

10 Facsimile: (702) 388-0210

11 Email: info@dickersonlawgroup.com

12 Attorneys for LYNITA SUE NELSON

13 EIGHTH JUDICIAL DISTRICT COURT
14 FAMILY DIVISION

15 CLARK COUNTY, NEVADA

16 ERIC L. NELSON,

17 Plaintiff/Counterdefendant,

18 v.

19 LYNITA SUE NELSON,

20 Defendant/Counterclaimant.

CASE NO. D-09-411537-D

DEPT NO. "O"

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

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

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

Necessary Party (joined in this action)

1 pursuant to Stipulation and Order)
2 entered on August 9, 2011)/ Purported)
3 Counterclaimant and Crossclaimant,)
4 v.)
5 LYNITA SUE NELSON and ERIC)
6 NELSON,)
7 Purported Cross-Defendant and)
8 Counterdefendant)
9 LYNITA SUE NELSON,)
10 Counterclaimant, Cross-Claimant,)
11 and/or Third Party Plaintiff,)
12 v.)
13 ERIC L. NELSON, individually and as the)
14 Investment Trustee of the ERIC L. NELSON)
15 NEVADA TRUST dated May 30, 2001; the)
16 ERIC L. NELSON NEVADA TRUST dated)
17 May 30, 2001; LANA MARTIN, individually,)
18 and as the current and/or former Distribution)
19 Trustee of the ERIC L. NELSON NEVADA)
20 TRUST dated May 30, 2001, and as the)
21 former Distribution Trustee of the LSN)
22 NEVADA TRUST dated May 30, 2001);)
23 Counterdefendant, and/or)
24 Cross-Defendants, and/or)
25 Third Party Defendants.)
26)
27)
28)

INJUNCTIONS FROM SEPTEMBER 4, 2013 HEARING

25 This matter coming on for hearing on this 4th day of September, 2013, before
26 the Honorable Frank P. Sullivan; ROBERT P. DICKERSON, ESQ., KATHERINE L.
27 PROVOST, ESQ., and JOSEF M. KARACSONYI, ESQ., of THE DICKERSON LAW
28 GROUP, appearing on behalf of Defendant, LYNITA NELSON ("Lynita"), and

1 Defendant being present; RHONDA K. FORSBERG, ESQ., of RADFORD J. SMITH,
2 CHTD., appearing on behalf of Plaintiff, ERIC NELSON ("Eric"), and Plaintiff being
3 present; and JEFFREY P. LUSZECK, ESQ., of SOLOMON, DWIGGINS, & FREER,
4 LTD., appearing on behalf of the Distribution Trustee of the ERIC L. NELSON
5 NEVADA TRUST ("ELN Trust"). The Court having reviewed and analyzed the
6 pleadings and papers on file herein, having researched the issues presently before the
7 Court, and having heard the arguments of counsel and the parties, and good cause
8 appearing therefore,

9 THE COURT HEREBY ORDERS that the request for a Charging Order against
10 any distributions from the ELN Trust to Eric is DENIED WITHOUT PREJUDICE at
11 this time, as the Court wants to perform additional research regarding same and may
12 impose such a Charging Order in the future.

13 IT IS FURTHER ORDERED that the request for a receiver over the ELN Trust
14 is DENIED.

15 IT IS FURTHER ORDERED that the requests for injunctive relief over the
16 properties awarded to Lynita in the Decree of Divorce are GRANTED pursuant to
17 NRCP 62(c) and NRS 33.010, as further set forth below.

18 IT IS FURTHER ORDERED that the injunction over the \$1,032,742.00
19 awarded to Lynita in the Decree of Divorce, and the \$35,258.00 ordered to be paid to
20 the Court appointed expert, Larry Bertsch, in the Decree of Divorce, previously
21 enjoined in David Stephens, Esq.'s trust account, is hereby RESTORED. The ELN
22 Trust shall transfer the \$1,032,742.00 and the \$35,258.00 (for a total of
23 \$1,068,000.00) into a blocked, interest bearing bank account by no later than Friday,
24 September 6, 2013 at 5:00 p.m. The parties shall attempt to reach an agreement on
25 the specific bank account in which such funds are to be enjoined, but absent an
26 agreement the Court will make such decision via a telephone conference with the
27 parties' counsel. In the event no agreement has been reached or decision issued by the
28 Friday, September 6, 2013, 5:00 p.m. deadline, the ELN Trust shall transfer said funds

1 temporarily into a separate, blocked bank account of its choosing by such deadline, and
2 provide documentation to the other parties evidencing that the monies have been
3 transferred as Ordered.

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

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

11 (2) the JB Ramos Trust Note;

12 (3) the Grotta 16.67% interest;

13 (4) the Emerald Bay Mississippi property;

14 (5) all Mississippi Properties awarded to Lynita in the Decree of Divorce,
15 including, but not necessarily limited to, the properties described in Exhibit I,
16 attached hereto;

17 (6) the "Lindell Property" located at 3611 S. Lindell Road, Las Vegas, Nevada
18 89103;

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

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

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

27 ...

28 ...

1 IT IS FURTHER ORDERED that the ELN Trust's request for a stay of the
2 Injunctions contained herein is DENIED.

3 DATED this 6th day of September 2013.

4
5 
6 DISTRICT COURT JUDGE

7
8 Submitted by:

9 THE DICKERSON LAW GROUP

Approved as to Form and Content:

10 LAW OFFICE OF RADFORD J.
SMITH, CHTD.

11 By 

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

By _____

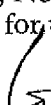
RHONDA K. FORSBERG, ESQ.
Nevada Bar No. 009557
64 N. Pecos Road #700
Henderson, Nevada 89074
Attorneys for Plaintiff

21 Approved as to Form and Content:

22 SOLOMON, DWIGGINS & FREER LTD.

23 By 

24 MARK A. SOLOMON, ESQ.
25 Nevada Bar No. 000418
26 JEFFREY P. LUSZECK, ESQ.
27 Nevada Bar No. 009619
28 9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129
Attorneys for the ELN Trust

 distribution Trustee of

1 IT IS FURTHER ORDERED that the ELN Trust's request for a stay of the
2 Injunctions contained herein is DENIED.

3 DATED this 6th day of September, 2013.

4
5
6 
DISTRICT COURT JUDGE

7
8 Submitted by:

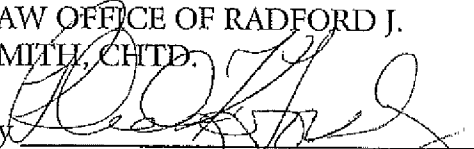
9 THE DICKERSON LAW GROUP

10
11 By _____

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

Approved as to Form and Content:

21 LAW OFFICE OF RADFORD J.
SMITH, CHTD.

22 By 

23 RHONDA K. FORSBERG, ESQ.
24 Nevada Bar No. 009557
25 64 N. Pecos Road #700
26 Henderson, Nevada 89074
27 Attorneys for Plaintiff

28
Approved as to Form and Content:

SOLOMON, DWIGGINS & FREER LTD.

By _____

23 MARK A. SOLOMON, ESQ.
24 Nevada Bar No. 000418
25 JEFFREY P. LUSZECK, ESQ.
26 Nevada Bar No. 009619
27 9060 W. Cheyenne Avenue
28 Las Vegas, Nevada 89129
Attorneys for the ELN Trust

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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 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.

AAPP 5240

1 PARCEL 8: All of the right, title and interest, including riparian rights, in and to any
2 property lying East and Southeast of Beach Boulevard and East and Southeast of any
3 of parcels of property described above.

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

6 All right, title and interest in and to the following described property located
7 in Hancock County, Mississippi, and being more particularly described as follows, to-
8 wit:

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

12 Commencing at the intersection of the North right of way of Lakeshore Road with the
13 Northwesterly right of way of Beach Boulevard; thence North 23 degrees 37 minutes
14 44 seconds along the Northwesterly right of way of Beach Boulevard, 545.00 feet to
15 a point, said point being the place of beginning; thence South 23 degrees 37 minutes
16 44 seconds West along fence line 89.60 feet to a fence corner; thence North 65 degrees
17 58 minutes 44 seconds West along fence line 146.30 feet to a fence corner; thence
18 North 22 degrees 24 minutes 59 seconds East along fence line 169.29 feet to a fence
19 corner; thence South 64 degrees 09 minutes 25 seconds East along a fence line 150.00
20 feet to a point on the Northwesterly right of way of Beach Boulevard; thence South 32
21 degrees 37 minutes 44 seconds West along the Northwesterly right of way of Beach
22 Boulevard and a fence line 75 feet to the place of beginning. Containing 24,703 square
23 feet of land, more or less. LESS AND EXCEPT that portion previously conveyed to
24 Norman Du'Rapau on September 2, 1971, and recorded in Book W-9, Page 271, Deed
25 Records of Hancock County, Mississippi.

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

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

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

1 **RESP**

2 RADFORD J. SMITH, CHARTERED
3 RHONDA K. FORSBERG, ESQ.

4 Nevada State Bar No. 009557

5 64 N. Pecos Road, Suite 700

6 Henderson, Nevada 89074

7 P: (702) 990-6448

8 F: (702) 990-6456

9 Email: rforsberg@radfordsmith.com

10 Attorneys for Plaintiff

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 ERIC L. NELSON,

14 Plaintiff/Counterdefendant,

15 vs.

16 LYNITA SUE NELSON,

17 Defendant/Counterclaimant.

CASE NO.: D-09-411537-D

DEPT.: O

FAMILY DIVISION

18 **PLAINTIFF ERIC NELSON'S RESPONSE TO LYNITA'S RESPONSE TO COURT ORDERED**
19 **ACCOUNTINGS PROVIDED BY ERIC NELSON**

20 COMES NOW ERIC NELSON ("Eric"), by and through his attorney, Rhonda K. Forsberg,
21 Esq., of the law firm of Radford J. Smith, Chartered, and Responds to Lynita's Response to Court
22 Ordered Accountings Provided by Eric Nelson.

23 Dated this 27 day of September, 2013.

24 RADFORD J. SMITH, CHARTERED

25 
26 RHONDA K. FORSBERG, ESQ.

27 Nevada State Bar No. 009557

28 64 N. Pecos Road, Suite 700

Henderson, Nevada 89074

Attorneys for Plaintiff

I.

In response to Lynita's Response to Court Ordered Accountings provided by Eric Nelson, it is clear that Lynita wants all of the benefits with none of the detriments of property ownership. Eric responds in order to her allegations:

Lindell Professional Plaza

A. Alleged Revenue Discrepancies

(1) M. Levy moved out of suite 106. The adjustments to a new tenant and payments will be reflected on the next months accounting.

(2) Iron Horse Development advised that they were unable to pay their rent and would be moving out. Lindell could have evicted them, but that would have resulted in the building appearing extremely empty with the other vacancies. It was decided that they would be forced to move out when the adjacent unit that is exactly the same was rented out. If they had been evicted prior, the property would have appeared very undesirable to future tenants which would have hurt their potential tenancies. All rents from Iron Horse Development have been accounted for.

(3) Lynita allowed the New Life Church to make a payment that was less than the current agreement. The Gross Revenue has now been attributed as paid to her.

(4) The companies of Eric Nelson Trust have done all of the heavy lifting of handling the day to day crises with both trusts properties. While Lynita was busy at home or at the spa, Eric and or Eric Nelson Trust's companies have been the ones taking care of everything. As the two trusts own (and including the current stay), still own Lindell jointly, there is certainly a costs to such efforts. For the ELN Trust to have to pay rent when it has done all of the day to day work for both trusts is inequitable and unconscionable.

1 B. Alleged Expense Discrepancies

2 The Court ordered that the parties' health insurance including the children's be maintained. It did
3 not order Eric to pay for it personally. In fact from Larry Bertsch's reports it is clear that the businesses
4 owned by the various trusts have always paid such expenses.
5

6 Lynita's objection about the parties covering Garrett is shameful. The children are allowed to be
7 maintained on the existing policy until Garrett is 26. Family coverage usually costs the same, whether it
8 is for one (1) child or it is for several. It is inconceivable that Lynita would want their son to go without
9 coverage when there are no additional costs.
10

11 In addition, NRS 125B.080(7) requires that the expenses for health care which are not
12 reimbursed, including expenses for medical, surgical, dental and optical expenses, must be borne equally
13 by both parents in the absence of extraordinary circumstances. Lynita should be required to pay for ½ of
14 the children's insurance.
15

16 Lynita's objections to expenses for maintaining the properties specifically labor costs for both
17 maintenance and accounting is ridiculous. Clearly such charges are reasonable and customary for a
18 business to pay. Lynita again wanted nothing to do with the day to day operations of any of the
19 businesses or properties and now wants to complain about how they have been run.
20

21 ...

22 ...

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24 ...

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26 ...

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28 ...

1
2 Banone, LLC

3
4 Similar to the Lindell property, Lynita's objections to expenses for maintaining the properties
5 specifically labor costs for both maintenance and accounting is ridiculous. Clearly such charges are
6 reasonable and customary for a business to pay to maintain such properties.
7

8 Dated this 27 day of September, 2013.

9
10 RADEORD J. SMITH, CHARTERED

11
12 
13 RHONDA K. FORSBERG, ESQ.

14 Nevada State Bar No. 009557

15 64 N. Pecos Road, Suite 700

16 Henderson, Nevada 89074

17 Attorneys for Plaintiff
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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm"). I am over the age of 18 and not a party to the within action. I am "readily familiar" with firm's practice of collection and processing correspondence for mailing. Under the Firm's practice, mail is to be deposited with the U.S. Postal Service on the same day as stated below, with postage thereon fully prepaid.

I served the foregoing document described as "Plaintiff's Eric Nelson's Response to Lynita Response to Court Ordered Accounting Provided By Nelson," on this 27th day of September 2013 to all interested parties as follows:

☒ BY MAIL: Pursuant To NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope addressed as follows;


☒ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via telecopier to the facsimile number shown below;

☐ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via electronic mail to the electronic mail address shown below;

☐ BY CERTIFIED MAIL: I placed a true copy thereof enclosed in a sealed envelope, return receipt requested, addressed as follows:

TO: Robert P. Dickerson, Esq.
The Dickerson law Group
1745 Village Center Circle
Las Vegas, Nevada 89134
Facsimile No: (702) 388-0210
Attorney's for Plaintiff

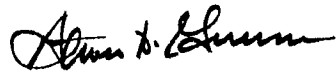
TO: Jeffery P. Luszeck, Esq.
Solomon, Dwiggin, Freer, & Morse, LTD
9060 W. Cheyenne Ave
Las Vegas, Nevada 89129
Facsimile No.(702) 853-5485
Attorney's for Third- Party Defendant's


An employee of Radford J. Smith, Chartered

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NEO
THE DICKERSON LAW GROUP
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
JOSEF M. KARACSONYI, ESQ.
Nevada Bar No. 010634
1745 Village Center Circle
Las Vegas, Nevada 89134
Telephone: (702) 388-8600
Facsimile: (702) 388-0210
Email: info@dickersonlawgroup.com
Attorneys for LYNITA SUE NELSON

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CLERK OF THE COURT

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)

NOTICE OF ENTRY OF ORDER
FROM SEPTEMBER 4, 2013
HEARING REGARDING
PAYMENT OF LINDELL
PROFESSIONAL PLAZA
INCOME

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

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

10 v.)

11 LYNITA SUE NELSON and ERIC)
12 NELSON,)

13 Purported Cross-Defendant and)
14 Counterdefendant,)

15 LYNITA SUE NELSON,)

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

18 v.)

19 ERIC L. NELSON, individually, and as)
20 the Investment Trustee of the ERIC L.)
21 NELSON NEVADA TRUST dated May)
22 30, 2001; the ERIC L. NELSON)
23 NEVADA TRUST dated May 30, 2001;)
24 LANA MARTIN, individually, and as the)
25 current and/or former Distribution)
26 Trustee of the ERIC L. NELSON)
27 NEVADA TRUST dated May 30, 2001,)
28 and as the former Distribution Trustee of)
the LSN NEVADA TRUST dated May)
30, 2001; NOLA HARBER, individually,)
and as the 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;)
JOAN B. RAMOS, individually; and)
DOES I through X,

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

1 NOTICE OF ENTRY OF ORDER FROM SEPTEMBER 4, 2013 HEARING
2 REGARDING PAYMENT OF LINDELL PROFESSIONAL PLAZA INCOME

3 TO: ERIC L. NELSON, Plaintiff; and

4 TO: RHONDA K. FORSBERG, ESQ., of LAW OFFICE OF RADFORD J. SMITH,
CHTD, Attorneys for Plaintiff;

5 TO: MARK A. SOLOMON, ESQ., and JEFFREY P. LUSZECK, ESQ., of
6 SOLOMON, DWIGGINS & FREER, LTD., Attorneys for Distribution Trustee
of the Eric L. Nelson Nevada Trust:

7 PLEASE TAKE NOTICE that an ORDER FROM SEPTEMBER 4, 2013
8 HEARING REGARDING PAYMENT OF LINDELL PROFESSIONAL PLAZA
9 INCOME was entered in the above-entitled matter on September 25, 2013, a copy of
10 which is attached hereto.

11 DATED this 30th day of September, 2013.

12 THE DICKERSON LAW GROUP

13
14 By 

15 ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
16 KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
17 JOSEF M. KARACSONYI, ESQ.
Nevada Bar No. 10634
18 1745 Village Center Circle
Las Vegas, Nevada 89134
19 Attorneys for Defendant
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RHONDA K. FORSBERG, ESQ.
LAW OFFICE OF RADFORD J. SMITH, CHTD.
64 N. Pecos Road, #700
Henderson, Nevada 89074
Attorneys for Plaintiff

MARK A. SOLOMON, ESQ.
SOLOMON, DWIGGINS, FREER & MORSE, LTD.
9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129
Attorneys for Distribution Trustee of the ELN Trust


An employee of The Dickerson Law Group

3611 S. Lindell Road
Suites 107 & 108
Las Vegas, NV 89103
(702) 331-0772

June 25, 2013

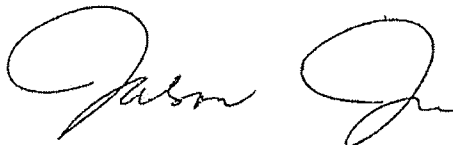
LSN Nevada Trust
c/o Dickerson Law Group
1745 Village Center Circle
Las Vegas, NV 89134

This is to respond to your notice regarding the change of ownership of 3611 S. Lindell Road building. As a tenant we are a church group, and we are willing to cooperate and have a good relationship with the new landlord, as we had had with the previous landlord during past years.

Our current monthly rent is \$ 3,000.00, and during past years we have worked hard not to fail to pay our due with our very limited budget. So far we have been successful to do so, but recently we came to the conclusion that our current financial status would not allow us any further to spend the same amount on our meeting place as before. This means that we have to consider every possible way to make our spending more cost effective.

Under this circumstance here we humbly submit our request to the new landlord of the building, to see whether it is possible to reduce our monthly rent to \$ 2,500.00. It would be a tremendous help for us if you can, and we promise that we will do our best not to fail to pay you our monthly due.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Jun". The signature is fluid and cursive, with the first name "Jason" and last name "Jun" clearly distinguishable.

Jason Jun, Pastor of New Life Mission

DENNIS T. STOCK, PH.D.
AFFILIATED THERAPISTS OF SPRING VALLEY
3611 SOUTH LINDELL ROAD #101
LAS VEGAS, NV 89103

8403

94-72/1224

DATE 6-10-13

PAY
TO THE
ORDER OF

LSN Nevada Trust

\$ 1800.00

One thousand eight hundred

DOLLARS



BANK OF AMERICA
NV

FOR

Catherine C. Stock

⑈008403⑈ ⑆122400724⑆ 004962640203⑈

Dem Member L. J. N. Weiss, Jr.

DATE: _____
 TIME: _____
 NAME: _____
 GRADE: _____

Employed as the original depositor for your records. If you have any questions, please call Member Services at (800) 252-6060.

In some cases a \$25.00 processing fee may have been deducted from your account if indicated below.

\$25.00 Processing Fee Charged

本報記者 王曉明 採訪

THOMAS M. LEEGER, COUNTY CLERK
JAMES B. HARRIS, TOWN CLERK
JOHN FARMER, TOWNSHIP SHERIFF
ALVIN E. KILPATRICK, JAIL WARDEN

RETURN REASON - C
BY NO OTHERS

Shen
Yang

0000000000650431
[271186051] 07/03/2013

[illegible]

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 7, 2013

Dr. Dennis T. Stock
3611 S. Lindell Road, Suite 101
Las Vegas, Nevada 89103

VIA CERTIFIED MAIL AND
U.S. MAIL

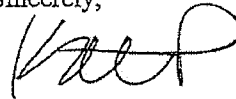
Re: NOTIFICATION OF CHANGE OF LANDLORD

Effective June 3, 2013, the property located at 3611 S. Lindell Road, Las Vegas, Nevada 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 entity 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) 569-3696.

Sincerely,



On behalf of the
LSN Nevada Trust

ADDENDUM TO EXISTING LEASE
Suite 101 for 3611 S. Lindell Road

THIS ADDENDUM shall be attached to and become a part of that certain Lease dated February 19, 1997 between Lindell Professional Plaza, Lessor, and Dr. Dennis and Kathy Stock, Lessee, covering premises in the building commonly known as Lindell Professional Plaza:

NOW, THEREFORE, the Parties mutually agree to the following:

1. To modify existing lease addendum for the current Term of two (2) years, commencing on June 1, 2011 and expiring May 31, 2013.
2. Lease shall now be extended until January 31st, 2014.
3. The rental rate for the term, shall be reduced to the rate of \$1.12/sq.ft. payable in monthly installments of \$1,800.00 beginning Feb 1, 2012 and shall remain in effect until January 31st, 2014.
4. Tenant agrees to notify Landlord at least 90 days prior to end of term and allow Landlord to advertise and show the space (at Tenant's convenience) if planning to vacate at the end of term.

Except as herein modified, said lease shall remain in full force and effect according to the terms, covenants and conditions set forth therein.

gth **IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals this day of May, 2012

Landlord: _____
Eric Nelson, Agent for
Lindell Professional Plaza

Tenant: *Dennis Stock*
Dr. Dennis Stock or
Dr. Catherine Stock

Tenant: *Catherine a Stock*
Catherine Stock

Lindell Expenses

& Air Conditioning LLC

3019 SANTA MARGARITA STREET
(702) 876-6884
LAS VEGAS, NEVADA 89146-6534
License #012199-A
Limit - \$550,000.00

TO: Affiliated Therapist Limit - \$550,000.00 WORK AT: 3611 S Lindell Rd ste 101

EQUIP. NO. _____ MAKE _____ MOD. NO. _____ SER. NO. _____

COMPLAINT Blowing warm

COMPLAINT Following warm

SERVICE ENGINEER'S REPORT Replaced S.O MFD Run cap and checked
A/C cooling fine

	EACH	TOTAL
QUANTITY OF MATERIAL		

[illegible]

LABOR _____ HOURS @ \$ _____ PER HOUR \$ _____
LABOR _____ HOURS @ \$ _____ PER HOUR \$ _____

TERMS: CASH WHEN WORK IS COMPLETED. THE MATERIAL DELIVERED UNDER THIS ORDER SHALL NOT BE DEEMED A FIXTURE, BUT SHALL REMAIN THE PROPERTY OF AND SUBJECT TO REMOVAL BY THE SELLER UNTIL FULLY PAID FOR.

Daniel K
SERVICE ENGINEER

6-18-13
DATE

CUSTOMER

MATERIAL

TAX

LABOR

TOTAL

25	00
7	03
85	00
112	03

Exhibit “E”

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

August 30, 2013

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

VIA ELECTRONIC MAIL AND
U.S. MAIL

Rhonda K. Forsberg, Esq.
Radford J. Smith, Chtd.
64 N. Pecos Road # 700
Henderson, Nevada 89074
rforsberg@radfordsmith.com

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

Dear Mark, Jeff, and Rhonda:

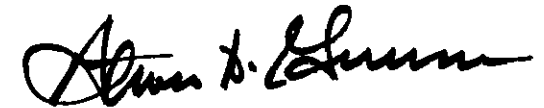
On August 9, 2013 and August 16, 2013 respectively this office received accountings from Eric Nelson for the Lindell Road property (January 1, 2013 - July 3, 2013) and for Banone, LLC (June 1, 2013 - July 31, 2013). Both of the referenced accountings include an allocation of wages and maintenance/labor costs to each business entity. However, neither accounting includes any back-up payroll documentation to verify the total wages paid by either entity or to whom said wages were paid. We require the general ledger for the payment of wages as well as any other documentation which would support the stated expenses for each business entity. Additionally, with respect to the Lindell Road accounting, please allow this letter to serve as our request to be provided with the general ledger for the insurance costs which Eric has deducted from the Lindell Road income. As we have a return hearing scheduled for September 4, 2013 in this action, I ask that the requested documentation be provided not later than close of business on Tuesday, September 2, 2013 so that this office has the ability to review the same prior to the scheduled hearing.

Sincerely,



Katherine L. Provost

cc: Lynita Nelson



CLERK OF THE COURT

1 **NEOJ**
MARK A. SOLOMON, ESQ.
2 Nevada State Bar No. 0418
E-mail: msolomon@sdfnvlaw.com
3 JEFFREY P. LUSZECK
Nevada State Bar No. 9619
4 E-mail: jluszeck@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
5 Cheyenne West Professional Centre'
9060 W. Cheyenne Avenue
6 Las Vegas, Nevada 89129
Telephone No.: (702) 853-5483
7 Facsimile No.: (702) 853-5485

8 Attorneys for LANA MARTIN, Individually,
NOLA HARBER, Individually and as
9 Distribution Trustee of the ERIC L. NELSON
NEVADA TRUST dated May 30, 2001

10
11 **DISTRICT COURT**

12 **COUNTY OF CLARK, NEVADA**

13 ERIC L. NELSON,

14 Plaintiff

15 vs.

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

18 Defendants.

19
20 LANA MARTIN, Distribution Trustee of the
ERIC L. NELSON NEVADA TRUST dated
21 May 30, 2001,

22 Cross-claimant,

23 vs.

24 LYNITA SUE NELSON,

25 Cross-defendant.

Case No.: D411537

Dept.: O

Date of Hearing: June 19, 2013

Time of Hearing: 2:00 p.m.

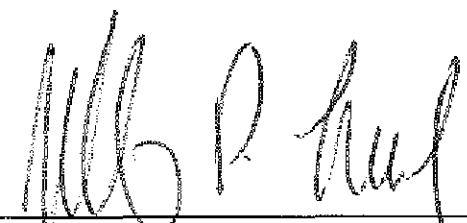
26
27 **NOTICE OF ENTRY OF ORDER DENYING COUNTERMOTION TO STAY PAYMENTS**
AND TRANSFER PROPERTY PENDING APPEAL AND/OR RESOLUTION TO THE
28 **NEVADA SUPREME COURT FOR AN EXTRAORDINARY WRIT**

PLEASE TAKE NOTICE that on the 26th day of August, 2013, the Court entered the above referenced ORDER DENYING COUNTERMOTION TO STAY PAYMENT AND TRANSFER PROPERTY PENDING APPEAL AND/OR RESOLUTION TO THE NEVADA SUPREME COURT FOR AN EXTRAORDINARY WRIT, a true and correct copy of which is attached hereto.

Dated this 3rd day of September, 2013.

SOLOMON DWIGGINS & FREER, LTD.

By


MARK A. SOLOMON, ESQ.,
Nevada State Bar No. 0418
JEFFREY P. LUSZECK, ESQ.
Nevada State Bar No. 9619
9060 West Cheyenne Avenue
Las Vegas, NV 89129

Attorneys for Distribution Trustee for Eric L. Nelson Nevada Trust

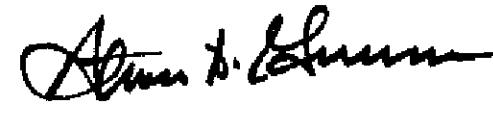
CERTIFICATE OF MAILING

I hereby certify that I am an employee of SOLOMON DWIGGINS & FREER, LTD., and that on the 3rd day of September, 2013, I mailed a true and correct copy of the NOTICE OF ENTRY OF ORDER DENYING COUNTERMOTION TO STAY PAYMENT AND TRANSFER PROPERTY PENDING APPEAL AND/OR RESOLUTION TO THE NEVADA SUPREME COURT FOR AN EXTRAORDINARY WRIT in a sealed envelope in the United States Mail, at Las Vegas, Nevada, addressed to the following at their last known address.

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

RADFORD J. SMITH, CHTD.
Rhonda K. Forsberg, Esq.
64 N. Pecos Road, Suite 700
Henderson, NV 89074
Attorneys for Plaintiff


An Employee of SOLOMON DWIGGINS & FREER, LTD.



CLERK OF THE COURT

ORDR

MARK A. SOLOMON, ESQ.
Nevada State Bar No. 0418
E-mail: msolomon@sdfnvlaw.com
JEFFREY P. LUSZECK
Nevada State Bar No. 9619
E-mail: jluszeck@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
Cheyenne West Professional Centre
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

) Date of Hearing: June 19, 2013
) Time of Hearing: 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.

**ORDER DENYING COUNTERMOTION TO STAY PAYMENTS AND TRANSFER
PROPERTY PENDING APPEAL AND/OR RESOLUTION TO THE NEVADA
SUPREME COURT FOR AN EXTRAORDINARY WRIT**

1 This matter coming on for hearing on this 19th day of June, 2013, before the Honorable
2 Frank P. Sullivan, for a Decision on the Eric L. Nelson Nevada Trust's ("ELN Trust")
3 Countermotion to Stay Payments and Transfer Property Pending Appeal and/or Resolution to the
4 Nevada Supreme Court for an Extraordinary Writ; Robert P. Dickerson, Esq., and Katherine L.
5 Provost, Esq. of the Dickerson Law Group, appearing on behalf of Defendant, Lynita Nelson;
6 Rhonda K. Forsberg, Esq., of Radford Smith Chartered, appearing on behalf of Plaintiff, Eric
7 Nelson; and Jeffrey P. Luszeck, Esq., of Solomon, Dwiggin, & Freer, Ltd., appearing on behalf of
8 the Distribution Trustee of the ELN Trust. The Court having reviewed and analyzed the pleadings
9 and papers on file herein, having researched the issues presently before the Court, and having heard
10 the arguments of counsel and the parties, the Court makes the following findings:


11 **THE COURT HEREBY FINDS** that with respect to the ELN Trust's Countermotion to
12 Stay Payments and Transfer Property Pending Appeal and/or Resolution to the Nevada Supreme
13 Court for an Extraordinary Writ the Countermotion is DENIED in its entirety.

14 **THE COURT FURTHER FINDS** that the release of funds at issue will not put the ELN
15 Trust at risk; that there are sufficient assets in the LSN Trust to act as collateral for the payment of
16 the funds at issue; and there has been nothing present^{ed} to the Court which would make the Court
17 believe that Mrs. Nelson would try to get rid of funds and not pay any funds if the Supreme Court
18 overturned this Court's decision.

19 Good cause appearing therefore,

20 **IT IS HEREBY ORDERED** that the ELN Trust's Countermotion to Stay Payments and
21 Transfer Property Pending Appeal and/or Resolution to the Nevada Supreme Court for an
22 Extraordinary Writ is hereby DENIED in its entirety.

23 DATED this 20th day of August, 2013.

24
25 
26 DISTRICT COURT JUDGE
FRANK P. SULLIVAN

27
28
SOLIMON DWIGGIN & FREER, LTD.
CHRISTINE WEST PROFESSIONAL CENTRE
900 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
(702) 633-5483 (TELEPHONE)
(702) 633-5485 (FAX)
E-MAIL: add@solimondwiggin.com

1 Submitted by:

2 SOLOMON DWIGGINS & FREER, LTD.

3

4 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

Attorneys for Distribution Trustee

of the ERIC L. NELSON NEVADA TRUST

9

10 Approved as to Form and Content:

11 RADFORD J. SMITH, CHARTERED

12 By:

RHONDA K. FORSBERG, ESQ.

Nevada Bar No. 009557

64 N. Pecos Road, Suite 700

Henderson, NV 89074

Attorneys for Plaintiff

16

17

18

19

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28

Approved as to Form and Content:

THE DICKERSON LAW GROUP

By:

ROBERT P. DICKERSON, ESQ.

Nevada Bar No. 000945

KATHERINE L. PROVOST, ESQ.

Nevada Bar No. 008414

1745 Village Center Circle

Las Vegas, NV 89134

Attorneys for Defendant

FILED

SEP 06 2013

Alan J. Sullivan
CLERK OF COURT

1 TRANS

2 ORIGINAL

3
4
5 EIGHTH JUDICIAL DISTRICT COURT

6 FAMILY DIVISION

7 CLARK COUNTY, NEVADA

8
9 ERIC L. NELSON)

10 Plaintiff,)

CASE NO. D-09-411537-D

11 vs.)

DEPT. L

12 LYNITA NELSON,)

13 Defendant.)
14

15
16 BEFORE THE HONORABLE FRANK SULLIVAN
17 DISTRICT COURT JUDGE

18
19 TRANSCRIPT RE: ALL PENDING MOTIONS

20
21 THURSDAY, SEPTEMBER 5, 2013

22
23
24

D-09-411537-D NELSON v NELSON 09/05/2013 TRANSCRIPT
VERBATIM REPORTING & TRANSCRIPTION, LLC

1 APPEARANCES:

2 The Plaintiff:
3 For the Plaintiff:

ERIC L. NELSON
RHONDA FORSBERG, ESQ.
64 North Pecos Road
Suite 700
Henderson, Nevada 89074
(702) 990-6448

5

6

7

8 The Defendant:
9 For the Defendant:

MARK LUSZECK, ESQ.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
(702) 853-5483

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

1 LAS VEGAS, NEVADA

THURSDAY, SEPTEMBER 5, 2013

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

3 (THE PROCEEDINGS BEGAN AT 15:12:20)

4
5 THE BAILIFF: Folks, please be seated.

6 THE COURT: This is the time set in the matter of
7 Eric and Lynita Nelson, Case Number D411537. Let's get
8 everybody's appearance for the record. We'll start with
9 counsel for the trust.

10 MR. LUSZECK: Jeff Luszeck on behalf of the
11 distribution trustee of the ELN Trust.

12 THE COURT: Thank you.

13 MS. FORSBERG: Good afternoon, Your Honor. Rhonda
14 Forsberg, 9557, on behalf of Eric Nelson, who's present to my
15 left.

16 THE COURT: Good to see you again, Mr. Nelson.
17 Counsel?

18 MR. KARACSONYI: Josef Karacsonyi, 10634, with Bob
19 Dickerson, 945, and Katherine Provost --

20 MS. PROVOST: 8414.

21 MR. KARACSONYI: -- 8414, and present with us is
22 Lynita Nelson and Melissa Antonosio (ph).

23 THE COURT: Thank you. It's good to see you again,
24 Ms. Lynita, as well. I have read all the paperwork. What's

1 our status with Supreme Court; have you got anything recently
2 from the Supreme Court, is it still kind of --

3 MR. KARACSONYI: Just waiting, Your Honor.

4 THE COURT: Just waiting for a decision. All the
5 things have been briefed and everything, because I know they
6 had a time frame that would have been (indiscernible).

7 MR. KARACSONYI: Answers have been filed and I
8 believe replies have been filed now at this point.

9 MR. LUSZECK: Correct.

10 MR. KARACSONYI: So we're just waiting.
11 Everything's briefed.

12 THE COURT: Are you expecting a decision; did they
13 give you any time frame or it's just the Supreme Court kind of
14 -- okay. Yeah.

15 MR. KARACSONYI: No idea.

16 THE COURT: Supreme Court, so we never know.

17 MS. FORSBERG: No magic crystal ball, darn it.

18 THE COURT: Yeah, exactly. I have read all the
19 positions on that. We're trying to sift through -- you know,
20 my goal is to try and get this case resolved in the interest
21 of everyone; trying to get it resolved. This case has been
22 going on since 2009. So I'm hoping we can get this matter
23 resolved. We'll see what the Supreme Court does. That may
24 resolve it, may not resolve it. We're on here for some issues

1 about should the Court issue a charging order, as to the
2 distributions untended for on the behalf of Mr. Nelson. I
3 also read the request for a receivership that we had talked
4 about; also about injunctive relief, should the Court
5 reinstate its injunction it had, is it a 1.568, and also about
6 supersedeas bonds, at least the request of Ms. Nelson through
7 counsel on that, about for value of the property awarded to
8 Ms. Lynita, plus any costs and interest pending appeal or
9 pending a writ; and also fees and costs. I've read all the
10 paperwork, everyone's positions.

11 Counsel for the trust, Mr. Luszeck, is there
12 anything you want to add as far as to your arguments or
13 anything on behalf? I know I have read there and your
14 position on the Court's authority or lack of authority to
15 issue charging orders against the trust. But is there
16 anything you want to highlight for the trust?

17 MR. LUSZECK: Sure. Do you have any specific
18 questions at all, Your Honor?

19 THE COURT: No. I tell you, I'm inclined to issue
20 those charging orders. I felt I could do that from day one
21 from the research I had done, so I just felt I -- I thought --
22 your position is well taken, in fact, as far as the issue
23 about compelling the Court to issue distributions, which is
24 one of the issues that you have up at the Supreme Court as far

1 as my authority to make the trust pay those funds on that, or
2 for the -- you know, the court order to pay a legal obligation
3 to Mr. Nelson since it's the trust on that. So I do recognize
4 that position, but as far as any distributions, I feel the
5 Court has the authority to issue a charging order for any
6 distribution that would be made on Mr. Nelson because that
7 would be his obligations, and not making the trust pay it,
8 just taking it from any distributions paid for him or on his
9 behalf.

10 MR. LUSZECK: So what you're saying then is what
11 you're envisioning is once a distribution is made to Eric from
12 the ELN Trust?

13 THE COURT: And that would be to have a charging
14 order that before he got that money, to have it go directly to
15 Ms. Nelson to satisfy the order of the Court for as far as any
16 monies owed.

17 MR. LUSZECK: So the ELN Trust would make a
18 distribution.

19 THE COURT: Anyone -- they do on their own. They
20 decide to pay him -- I'm sure they're paying his mortgage and
21 all the stuff like that, so any distribution they would make,
22 before he'd get that, he'd have to fulfill his obligations
23 under the decree --

24 MR. LUSZECK: Okay. So you're --

1 THE COURT: -- so that -- because otherwise, people
2 could put it there and --

3 MR. LUSZECK: What you're envisioning then is
4 essentially if the distribution trustee decides to make a
5 distribution to Eric, instead of making that distribution to
6 Eric, they would first have to --

7 THE COURT: Satisfy the charging order, yeah, and
8 then that includes anything on his behalf. I know a lot of
9 payments are --

10 MR. LUSZECK: Okay.

11 THE COURT: -- going for his mortgage and his stuff.
12 I mean, that's kind of what -- the point, to try to get this
13 matter resolved. Now, the Supreme Court may resolve that
14 issue for us if they sit there and say the --

15 MR. LUSZECK: Yeah, I understand what you're saying.
16 I was just making sure I understood.

17 THE COURT: Yeah.

18 MR. LUSZECK: Yeah, let me just highlight a couple
19 statutes, Your Honor --

20 THE COURT: Sure.

21 MR. LUSZECK: -- because I -- as I stated last time,
22 I don't think Nevada law allows for that to occur. N.R.S.
23 166.120, subsection 1, specifically provides a spendthrift
24 trust as defined in this chapter restrains and prohibits

1 generally the assignment, alienation, acceleration, and
2 anticipation of any interest of a beneficiary under the trust
3 by the voluntary or involuntary act of the beneficiary, or by
4 operation of law or any process at all. Your Honor, I believe
5 that that makes it clear that a self-settled spendthrift trust
6 retains -- restrains anticipated distributions being made to a
7 third party by operation of law or any process, including a
8 charging order.

9 If you go to subsection 2 of that same statute, it
10 reads, payments by the trustee to the beneficiary, whether
11 such payments are mandatory or discretionary, must be made not
12 only to or for the benefit of the beneficiary and not by way
13 of acceleration or anticipation, nor to any assignee of the
14 beneficiary, nor to or upon any order, written or oral, given
15 by the beneficiary. And then it goes on to say, of any legal
16 process in judgment, execution, attachment, garnishment,
17 bankruptcy, or otherwise, or whether it be in connection with
18 any contract, tort, or duty. Your Honor, I think that
19 subsection also makes it clear that distributions must be made
20 directly to a beneficiary of a trust as opposed to a third
21 party.

22 And then in subsection 3, Your Honor, of that same
23 statute, it reads, the interest of the beneficiary shall be --
24 nor shall the interest of the beneficiary be subject to any

1 process of attachment issued against the beneficiary or to be
2 taken in execution under any form of legal process directed
3 against the beneficiary or against the trustee or the trust
4 estate or any part of the income thereof.

5 I think N.R.S. 21.090 and N.R.S. 21.075 stand for
6 the same proposition, that a distribution interest is exempt
7 from execution if the interest has not been distributed. Your
8 Honor, a distribution, it doesn't even occur until the
9 proceeds have actually been distributed by the trustee and
10 received by the beneficiary. A trustee's intent to make a
11 distribution is insufficient.

12 A leading -- a treatise called Scotts [sic] on
13 Trusts provides in section 152.5 that the interest of the
14 beneficiary in the income is exempt from the claims of his
15 creditors until it is actually paid over by the trustee to the
16 beneficiary. And that same principle has been highlighted in
17 numerous cases, Your Honor. For instance, Commissioner of
18 Internal Revenue v. Porter, it's a Fifth Circuit case from
19 1945, 148 F.2d 566, when dealing with a similar issue, they
20 ruled, as long as the income was in the hands of the trustees
21 and undistributed, it was protected; but as soon as it was
22 paid over, it passed to the daughters as a property freely and
23 completely alienable and as fully subject as any other
24 restrictive property of theirs to the ordinary impact of law.

1 The same, Your Honor, was found in Hay v. United
2 States, 263 F.Supp. 813. United States District Court of
3 Texas stated, where discretionary trusts are involved, the
4 beneficiary has no right to the trust income until the
5 trustees elect to irrevocably and unconditionally place it
6 into the beneficiary's control either by actual payment or
7 credit.

8 Your Honor, I think the Nevada rights statutes makes
9 it clear that a charging order cannot be made against the
10 trust. It's a different story once the distribution has been
11 made to the beneficiary, but until that's been made, I think
12 it violates N.R.S. 166, N.R.S. 21. And it also seems, Your
13 Honor, that once again, that this charging order is intended
14 to undermine the ruling from the Nevada Supreme Court staying
15 the issue with respect to the proceeds and the transfer of
16 property.

17 If this Court is inclined to grant that charging
18 order, we'd request a stay so we can file another writ with
19 the Nevada Supreme Court so that they can address this issue
20 and they can make that determination whether or not it's
21 proper. Until then, however, I request that you would deny
22 this relief and that no charging order would be placed against
23 the ELN Trust.

24 THE COURT: As far as creditors, you don't see any

1 distinction between a spouse or child support requirement or
2 spousal support requirement? You would treat those as the
3 same creditors, you think, under the spendthrift as any
4 creditors? Because some of the cases I saw out of other
5 jurisdictions when I was doing the divorce decree seem to
6 indicate that it would be against public policy to sit there
7 and not allow people to get some money in the trust on that,
8 that they -- could be distributed to them while they're not
9 paying their spousal or child support, so.

10 MR. LUSZECK: I don't think Nevada provides for
11 that, Your Honor. Whether not they're a creditor or something
12 else, I think if the intent was that a self-settled
13 spendthrift trust was required to pay the alimony or child
14 support, the statute would have specifically said that they
15 could do so. But it doesn't. And I think it does that on
16 purpose because it wasn't intended to do that.

17 THE COURT: Thanks, counsel. Anything, Ms.
18 Forsberg, you want to add on that on behalf of Mr. Nelson
19 personally?

20 MS. FORSBERG: Well, I just think, Your Honor, I --
21 I mean, being a non-trust person, it's just kind of an
22 interesting perspective. But as attached to Mr. Luszeck and
23 their firm's pleading was actually Mr. Dickerson's request on
24 the recent bill that they tried to get it to pass that way,

1 and the legislature turned it down. So it's really clear,
2 it's not even a question, you know, even on my perspective on
3 not even being a trust attorney. So I think on that issue, it
4 was kind of the issue. So that's, I think, where we're at,
5 Your Honor.

6 THE COURT: All right. Thank you. Counsel?

7 MR. KARACSONYI: I'll just point out that that
8 argument, we already addressed that. First of all, it's
9 inappropriate, but either way, the memorandum had nothing to
10 do -- it was with legislation, it had nothing to do with the
11 charging order. The issue of a charging order was never even
12 contemplated in the memorandum or discussed. If you --

13 MR. DICKERSON: By the way, it wasn't turned down.
14 It just ran out of time.

15 THE COURT: Okay.

16 MR. KARACSONYI: If you look at the statutes that
17 they've quoted and they cited in their reply brief, as I
18 pointed out, they didn't do any analysis of them. And the
19 reason they didn't do any analysis of them is because the
20 simple analysis of these statutes shows that these statutes do
21 not prevent you from your mandate or your ability under
22 125.240 to make any order that you deem necessary to enforce
23 your judgment.

24 And the statutes they rely on, 166.120 and 21.090

1 specifically contemplate the ability to attach the interest of
2 the beneficiary once the distribution is intended for him. So
3 we've highlighted those. You can look, a simple reading of
4 the statute again, N.R.S. 166.120. You can see that this --
5 these provisions apply only to accelerating or taking the
6 anticipated interest of the beneficiary, but not actually the
7 interest of the beneficiary that's being distributed. Even
8 subsection 2 of that statute says -- contemplates that there
9 can be actions to enforce the beneficiary's rights or to
10 determine if the beneficiary's rights are subject to
11 execution, in no uncertain terms. Any action to enforce the
12 beneficiary's rights, to determine if the beneficiary's rights
13 are subject to execution, to levy an attachment, or for any
14 other remedy, dot dot dot dot dot. Right there in the
15 statute.

16 So these types of things are not prohibited. The
17 charging order is certainly not prohibited. You look at
18 21.090, subsection (cc), regardless of whether a trust
19 contains a spendthrift trust provision and you get to -- it
20 talks about a distribution interest that is a contingent
21 interest is exempt if the contingency has not been satisfied
22 or removed, number one. Number two, if the interest has not
23 been distributed, at the end of the paragraph, dot dot dot;
24 (dd) if the interest has not been distributed. If the

1 interest has not been distributed. Again, twice, in number
2 one and number two.

3 21.075(o) [sic] discusses the same principle. It's
4 talking about a notice to the person whose property is being
5 executed against and the wages -- or the property's being
6 garnished, and it has the exemptions there and it talks about
7 if the interest has not been distributed from the trust.

8 Now, I find -- the argument that was made just
9 simply ignores this express language that's found in there.
10 And then you notice that they way they're construing 166.120
11 is directly contrary to what you find in Chapter 21, and what
12 we pointed out is those provisions of Chapter 21 that we
13 highlighted were added to Chapter 21 under the same bill that
14 amended 166.120. So there's no way to say that this statute
15 never contemplated Chapter 121 and the language they have that
16 if the interest has not been distributed. Clearly they
17 contemplated that. Clearly they intended for there to be
18 attachments.

19 Now, I want to point out something else. These
20 statutes, they way they're being presented is this is the self
21 settled spendthrift trust statute and it protects everything
22 under the sun. It should be pointed out that 166.120 was not
23 part of the 1999 original enactments of the self settled
24 spendthrift trust act. 166.120 actually was Part 5, Chapter

1 86 of the 1939 Nevada Compiled Laws, which was enacted in 1931
2 Nevada Compiled Laws. So it was derived from Part 5, Chapter
3 86 of the 1939 Nevada Compiled Laws, which was enacted in --
4 and it was enacted in 1931 and it was only amended one time,
5 in 2009, to add -- to make a few tweaks to let it -- to
6 incorporate the self settled spendthrift trust provisions.
7 But the spendthrift trust, not the self settled portion, but
8 spendthrift trusts have been on the books for 92 years.
9 Ninety-two years. Ninety-two years and they tell you, without
10 any analysis, that a charging order is strictly prohibited,
11 but in 92 years, can't point to a single law or a single
12 decision that prohibits you from doing this, Your Honor.

13 I want to point out one other thing. They keep
14 quoting these cases and in their cases, in their very own
15 cases, they said -- you heard Mr. Luszeck -- until it is
16 distrib -- actually paid over, undistributed. The bottom line
17 is you have the ability to enter a charging order to ensure
18 that no distributions go to or for the benefit of Mr. Nelson
19 and that justice is served in this case. And that's what we
20 ask that you do.

21 That, I believe, is the only issue that we've
22 addressed so far, so I don't know if you want me to discuss
23 any other issues right now.

24 THE COURT: As far as what's your position on the

1 stay, (indiscernible) my issuing a charging order, if I were
2 to issue a charging order, a violation of the Supreme Court
3 stay where they're at right now. I know they did stay the
4 June 19th order.

5 MR. KARACSONYI: Right.

6 THE COURT: And they filed -- I never saw a decision
7 on the -- did they stay the divorce decree itself? Because I
8 know they had filed subsequent to --

9 MR. KARACSONYI: No.

10 THE COURT: -- and I never saw anything. I saw, it
11 said brief. Last I saw from the Supreme Court was to explain
12 why they needed extraordinary relief, why they just couldn't
13 wait for an appeal.

14 MR. KARACSONYI: The specific stays that they issued
15 were two -- twofold. There was one that was a temporary stay
16 and they're waiting to rule, I believe, on the motion for --
17 to extend that stay and our opposition thereto, which was
18 requiring only -- staying only that portion of your order
19 which required the ELN Trust to directly pay over to Ms.
20 Nelson the 1.05-whatever million directly to her until the
21 court has rendered a decision, or at least until they've
22 decided on the full application for a stay.

23 And the other stay that was issued recently was the
24 stay for the actual transfer of certain properties over until

1 a decision is rendered. That was the only extent of the stay.
2 I didn't see anything that would construe it to apply to any
3 other issues or orders this Court has made, but --

4 MR. DICKERSON: And if you think about it, let's
5 just assume the Supreme Court agrees with their position.
6 Let's say that everything in his trust is his property. That
7 still doesn't affect the issue of this charging order. Your
8 charging order could deal with exactly that issue. So I don't
9 think the stay has anything to do with the charging order and
10 we would ask that you not stay any ruling that you make today
11 on that.

12 MR. LUSZECK: Your Honor, if I may. Counsel's
13 pointed out that we haven't been able to cite to any type of
14 case where a charging order has not been allowed to be made
15 against a self settled spendthrift trust. But they haven't
16 been able to point to a single case where it has. It just
17 doesn't exist. The statute is clear on its face that you're
18 not allowed to do that.

19 And then with respect to the memorandum that was
20 submitted to the senate by Mr. Dickerson's office, I mean, he
21 says there in the summary of purpose of A.B. 378, Nevada is
22 only one of two states, Utah being the other, of the 15 states
23 which have an existing structure for the creation of self
24 settled spendthrift trusts which has not statutory language

1 allowing for a spouse or child to be an exception creditor of
2 the trust.

3 It goes on later to say in this letter, Section 1.3
4 of A.B. 378 proposes creating a creditor exception for
5 settlor's child, spouse, or domestic partner, or former spouse
6 or domestic partner, which would allow such persons the
7 ability to obtain a judgment enforceable against the trust
8 assets.

9 Your Honor, there is no authority that allows a
10 charging order to be made against a self settled spendthrift
11 trust. That being said, if you're inclined to do so, I'd once
12 again request that we have a stay issued, just with respect to
13 the charging order, so we can take this issue to the Nevada
14 Supreme Court.

15 MR. DICKERSON: That memorandum and the legislation
16 that's before the legislature has nothing to do with a
17 charging order. It had -- it dealt with the issue of whether
18 a court order could direct that the trust pay directly to the
19 spouse or the children or for the benefit of the children
20 (indiscernible) child support order or a spousal support
21 order. The representations that were made by Mr. Solomon and
22 everybody in the trust division say this has never happened,
23 it would never occur, this couldn't possibly happen. And it
24 was never that -- the statute actually -- the proposed statute

1 that was proposed by Assemblywoman Dawn Darrow (ph) actually
2 passed the assembly. It passed unanimously through the
3 assembly, and the problem is it got to the last day of the
4 legislative session and did not get through the senate.

5 THE COURT: As far as the other issues we have, I'll
6 be honest. I'm not inclined to appoint a receivership at this
7 late stage. I looked at it, I'd be more inclined, to be quite
8 honest, about the injunctions. I'm worried about the 1.568
9 million because when I crafted the thing, it was my intent
10 that Mr. Stevens (ph) would pay out the monies accordingly and
11 then put the stuff in there as far as pay the money directly
12 to Ms. Nelson, the part that was ordered by the Court, and the
13 other issues on that and the remaining money to go to Mr.
14 Nelson through the ENL [sic] Trust for his benefit. And all
15 the money was transferred, so I am concerned about that money.

16 At the last hearing we had, I was advised that no
17 money had been taken out of that 1.568 million, there'd been
18 no distribution because I was worried about Mr. Nelson having
19 his distribution out while Ms. Nelson didn't have hers pending
20 the appeal. Is that still the status as far as the -- that
21 1.568 million? I know the trust indicated they had not made
22 any distributions out of that at the last court date. Is that
23 still the position as far as that --

24 MR. LUSZECK: I don't recall making that

1 representatino, Your Honor.

2 THE COURT: I believe Mr. Nelson -- I believe we
3 asked if he got that money and he said he had, and in fact I
4 thought -- but I'd have to look at the minutes.

5 UNIDENTIFIED VOICE: No, that's not his statement.

6 THE COURT: No? Is that money there, that 1.568
7 million? Do we know what's in that from that money; that is
8 specific money that was earmarked from the injunctive relief.

9 THE PLAINTIFF: The -- none of the money has gone to
10 me personally. The money was taken out of Mr. Stevenson's
11 (ph) and we accounted for all of it. So we haven't -- I
12 haven't taken any personal disbursements from that money.

13 MR. KARACSONYI: We need to know, is it --

14 THE COURT: Has it been on the benefit of --

15 MR. KARACSONYI: I don't think that's -- I think
16 that's an evasive answer, Your Honor. Does the trust still
17 possess the 1.568 million in cash?

18 THE COURT: Do you know what's left in that account?
19 Did they do it in a separate account? Did they just put it in
20 a general? I don't know how they did it with the accounting
21 for that.

22 THE PLAINTIFF: I'd have to check with the girls on
23 it, but the accounting's there. The money -- the money -- if
24 those funds, I will guarantee it, if those funds are awarded

1 to her, I'll sell my house to give it to her if we don't have
2 them.

3 MR. DICKERSON: Well, he shouldn't have to sell his
4 house.

5 THE COURT: Shouldn't have to sell this.

6 THE PLAINTIFF: Well, I'm just saying that the --

7 MR. DICKERSON: (Indiscernible).

8 THE PLAINTIFF: -- the -- I'm trying to run a
9 business and the opportunities and things like that through
10 the trust.

11 THE COURT: Well, what's happened -- I'll tell you
12 what happens on that is this Court -- and part of it is my
13 fault, is that you've been kind of running a business from day
14 one since the divorce was filed. I was -- I would not issue a
15 charging order because we had all -- so many business going on
16 that. There was a issue, you are a good businessman. The
17 issue , you've controlled it from day one. And now the issue
18 is I made my decision on that pending review of the Supreme
19 Court and I'm not going to let things sit (indiscernible) and
20 let one person dictate where it's going, the control of that
21 money. The whole purpose of that money was to give Ms. Lynita
22 the money awarded under the divorce decree for spousal support
23 and back child support, et cetera, and attorney's fees, to get
24 that done because I know we would litigate it forever, which

1 we may do it anyways on that.

2 But that was the purpose and to give you a lump sum
3 of 500,000, which I figured you could turn into millions with
4 your business savvy. That was the Court's intent when we did
5 that. I get worried about that money not being there because
6 selling houses has to liquidate and that takes time, and the
7 whole purpose was that cash to say (indiscernible) did that,
8 give people some lump sum money so they could get their
9 investments going, do what they need to do, and then the
10 property would come due, the Lindell house would come due,
11 property I think five years, whatever that note was, six
12 years. So there'd be another lump sum payment so that people
13 could have periodic lump sum payments; would help them tax
14 benefit-wise and get a flow of money so you get a lump sum
15 there.

16 Couple years on that, then you could sell property
17 as you wanted, but you could control and not be panicking,
18 having to liquidate to pay bills. So that was kind of what
19 was the Court's rationale with that with the Lindell, with the
20 note being sold. So I did take consideration to get those
21 monies out there so people would have it coming over a period
22 of time so that they could keep their cash flow going and keep
23 investing it and making business. That was kind of the
24 intent.

1 My concern with not -- the reason I lifted the
2 injunction, I thought those payments should be paid, so that
3 was shame on me on that. But the issue is not to put you in
4 control through the trust of mandate -- of controlling that
5 money, especially the 1. -- what was it, the 1.02 whatever
6 (indiscernible) that came out, I forgot the number on that
7 (indiscernible).

8 MR. KARACSONYI: We can get you the exact number if
9 that's --

10 THE COURT: That was my concern on that, not have to
11 liquidate your property to reimburse her if the Supreme Court
12 rules -- or agrees with my decision. So that is my concern on
13 that to be honest.

14 MR. DICKERSON: We still have not gotten a direct
15 answer to your question, Your Honor.

16 THE COURT: Yeah.

17 MR. DICKERSON: This is what -- (indiscernible) the
18 ping pong game that is being played is that --

19 THE COURT: Well --

20 MR. DICKERSON: I'm sure it's not coincidence that
21 the so-called distribution trustee, who now I understand is
22 reportedly Nola Harbor (ph) --

23 THE COURT: Nola Harbor.

24 MR. DICKERSON: -- (indiscernible), which the

1 appointment of Nola Harbor is in direct violation of the terms
2 of the trust itself, as we went over the trust. Yet who cares
3 what the trust provides and who cares that that was already
4 pointed out because he can continue to do it the way he wants.
5 But he is also the investment trustee. And under the trust
6 agreement itself, he's in control of those decisions. And the
7 only thing that he can't do is a direct distribution to him.
8 That's the only thing that he can't do.

9 So the situation he won't respond to your question,
10 I would ask that he be put under oath and that he tell this
11 Court where 1.5 plus million is and what's been done with it.
12 And I would then ask, also, that Your Honor enter an order
13 directing that those monies be posted with the Court and the
14 Court can then have those monies deposited in an interest
15 bearing account. And the Court then will be in control of
16 those monies. He shouldn't even have the use of the 500 and
17 some odd thousand that he was awarded. I mean, he ends up
18 taking the money and now has full benefit of it, and then he's
19 telling the Supreme Court, geez, you know something? I've
20 accepted the benefit of it, but I sure don't want the rest to
21 go.

22 THE COURT: Yeah, which I think the Supreme Court
23 will consider in due course, I would imagine. Is there some
24 --

1 MR. LUSZECK: I realize this is a fight for another
2 day, but --

3 THE COURT: Yeah.

4 MR. LUSZECK: -- the appointment of Nola Harbor does
5 not violate the terms of the trust.

6 THE COURT: Yeah, we'll get there, the issue. I
7 tell you, depending on what the Supreme Court does, you know,
8 I thought my order of decree made it real clear that I was
9 inclined to set aside those spendthrift trusts. The only
10 reason I didn't do it is that I wanted to give the parties the
11 benefit of their intent, and their intent was to protect those
12 things. I wasn't sure if Ms. Lynita's trust would be opened
13 up to creditors because if she signed papers, she signed a lot
14 of documents on business deals with Mr. Nelson, I wasn't sure,
15 they could come get to her property through her trust. If I
16 set those aside, it would -- fair game for all creditors.
17 Whether they would have had a claim, I don't know. But I did
18 that to protect parties saying I didn't want to see creditors,
19 because that's why you do spendthrift is to protect for
20 creditors. So that's why I did that.

21 But I think I made it clear with my findings, I felt
22 I could set it aside. The reason I didn't do it because I
23 tried to respect the wishes of the parties, because that's why
24 you did it. I understand why you'd do it. You want to give

1 creditors -- the issue comes up on is the spouse, quote,
2 should be treated as a creditor like everyone else, you know.
3 Nevada, you know, has one of the more liberal (indiscernible)
4 as far as they put that in there with Utah on that. Many
5 states don't recognize those because of that reason. Other
6 states have said that they're going to make public policy
7 exceptions for spouses because that doesn't make sense that
8 someone could put all that money in there, be getting those
9 distributions, not paying spousal support or child support. I
10 tend to agree with those positions, at least for public
11 policy, (indiscernible).

12 Do you have the amount that was exactly awarded to
13 --

14 MR. KARACSONYI: I was informed that it's 1032742;
15 \$1,032,742.

16 MR. DICKERSON: That's Melissa's share -- I mean
17 Lynita's share.

18 MR. KARACSONYI: Lynita's share. Is that correct?
19 I don't know if we brought out entire file, so we're going to
20 check.

21 THE COURT: It was about that, I know it was about
22 1.32 -- yeah, Mr. Nelson, do you want --

23 THE PLAINTIFF: The -- every penny has been
24 accounted for through five different accountants. To

1 continually -- I -- the IRS did a 250-page report on a
2 criminal investigation on me. They had four words; no change,
3 no fraud.

4 MR. KARACSONYI: 1032742. Sorry.

5 THE PLAINTIFF: And so that I should have the
6 opportunity to run the trusts and I can assure you that
7 whatever the state Supreme Court does, I will sell everything
8 I have within 30 days. I can raise any amount of money in 30
9 days to do that. But to continue to chastise me for being
10 honest, being direct, and trying to run -- my five kids are
11 these beneficiaries. If you -- and I can't even operate my
12 business and my five children have to suffer --

13 THE COURT: Suffer? Didn't they just go to Thailand
14 or something? Weren't you in Thailand at the last hearing
15 with the kids?

16 THE PLAINTIFF: I'm just saying --

17 MS. FORSBERG: Graduation.

18 MR. DICKERSON: He says within 30 days he can raise
19 any amount of money, yet for --

20 THE COURT: Well, I don't know if that's suffering
21 --

22 MR. DICKERSON: -- four years he hasn't paid a dime
23 of support.

24 THE COURT: (Indiscernible) that's fine.

1 MS. FORSBERG: Wait, that's not true. That's not
2 true. Even in the last 90 days she's received \$60,000. In 90
3 days Your Honor. So her big need? Between the two and then
4 the children's expenses, it's been \$113,000 since this year.

5 THE COURT: I've read the accountings and their
6 response to the accountings. The issue is this case needs to
7 be done one way or the other.

8 MR. DICKERSON: Your Honor, could we get an answer
9 to your question?

10 THE COURT: It needs to be done. As far as that,
11 Mr. Nelson, why don't we get you sworn in there and see. I'm
12 inclined to put an injunction for the 132742 [sic], so that
13 way at least I know here portion is there when the Supreme
14 Court rules. The other 500,000, while we can argue that it
15 wasn't fair for him to use it, the fact is he was going to get
16 that anyways and I would do, of course, the interest
17 accordingly.

18 MR. KARACSONYI: Do you want to protect Mr. Burch's
19 (ph) money, too?

20 THE COURT: Yeah.

21 MR. KARACSONYI: He has a smaller sum.

22 THE COURT: Yeah, the full amount that was ordered
23 from that. I think I had the 1372 and then Mr. Burch.

24 MR. KARACSONYI: Mr. Burch is --

1 THE COURT: 45, I thought it was, or something.

2 MR. KARACSONYI: It's 35,258.

3 THE COURT: I (indiscernible) to make sure that
4 money is there because I don't think you should be benefitting
5 off of that money when I made my decision, which has not been
6 overruled yet. It's been stayed by the Supreme Court, but
7 they may -- I don't think -- I think you've had the benefit of
8 using, quote, your portion of the proceeds. Maybe that's not
9 fair, but the real issue is to make sure that Ms. Nelson's
10 money is there in a lump sum and Mr. Burch so they can get
11 paid when we're done and not have to wait 30 days for
12 liquidation, because my -- I plan on this, to be honest with
13 you, is as soon the Supreme Court rules, if they stay
14 (indiscernible) a writ, then I fully intend to have everything
15 transferred immediately, or a contempt on that So my issue to
16 get her done and then if they do the regular appeal, then the
17 Supreme Court can do what they do. But to have you chase the
18 money back for Ms. Lynita, then Ms. Lynita trying to chase her
19 money from you, I'll be real honest, everybody's been chasing
20 the money, and the fact is I don't think that's fair and just.

21 I think the appeal would be the appropriate way to
22 do it, Supreme Court decide, but that's up to them with their
23 writ or their stay. My thing is she should get her award
24 under the divorce decree and you should be chasing that on

1 appeal. And if you win on the appeal, then you can make her
2 sell everything, get your money back. But I don't think it
3 should be the other way around because that's what it's been
4 from day one. I'm not saying your dishonest as far as those
5 issues on that with the money. There's been a lot of
6 accounting, there's so many books here. Who knows who's on
7 first. The fact is, there's a lot of books, there's a lot of
8 money. I tried to be fair to give money so you can make
9 money, as you indicate on that. You could raise money. Yet,
10 when you guys came in to buy the Wyoming Downs, he needed that
11 money because he couldn't raise it, and he had the money right
12 away anyway.

13 So I'll be real honest on that, you say you can
14 raise that money at any time. Well, it seems like you can
15 raise the money at certain times when it's to your benefit,
16 and if not to your benefit, you can't raise the money. I
17 mean, so the bottom -- I am going to issue the injunctive
18 relief, order the trust to hold the 1,032,742, which is the
19 award given to Ms. Nelson, plus the 35,258, which is to Mr.
20 Burch. (Indiscernible) I don't know how we do on that, if I
21 have you issue so that the Court can put it in an account.
22 I'm not sure how I do that or what's the better way to do an
23 injunctive on that. I want to make sure that money is there
24 so when the Supreme Court rules --

1 MR. KARACSONYI: There's a NRCP on deposit in court,
2 because I anticipated this issue might come up. It's Rule 67.
3 And it's 67(b). And when it is admitted by the pleading or
4 examination of a party, that the party has possession or
5 control of any money or other thing capable of delivery which
6 being the subject of litigation is held by the party as
7 trustee for another party, or which belongs or is due to
8 another party, the court may order the same upon motion to be
9 deposited in court or deposited in an interest bearing account
10 or invested in an interest bearing instrument, or delivered to
11 such parties upon such conditions as may be subject to the
12 further direction of the court.

13 So I believe you can actually have it deposited here
14 with the clerk of the court, or with the court, the monies.
15 But in any case, it has to be in some other account other than
16 the trust accounts. It has to be in some kind of secured
17 account, whether it be one of the attorney's trust accounts or
18 some account where it can be accounted for.

19 THE COURT: Yeah, I don't want to put it in a dead
20 account, it needs to be an interest bearing account. So if
21 you guys can work that out and get an account. I want to make
22 sure that money's there so that's covered. The interest we
23 can deal with, but that would be my inclination. I don't
24 think he should have through the trust, be using that to

1 operate business when that was awarded to her pending the
2 appeal. I don't think that's right because he keeps going
3 along like nothing happened and she's the one that's waiting.
4 And there is an order that has not been overturned yet. It's
5 been stayed. I mean, that's the issue. It doesn't seem fair
6 that he can sit there and use that money that basically was
7 awarded to her.

8 MR. LUSZECK: That's once again undermining the
9 Supreme Court decision, Your Honor. It stayed that decision.

10 THE COURT: How am I undermining that? The fact is
11 I'm keeping that money secure until the Supreme Court rules.
12 If they say I'm right, then the money's there to give it. If
13 they say I'm wrong, the money's released to him. I mean, so
14 I'm not undermining them. I'm not making anything. I'm just
15 saying that money don't disappear anywhere. Why should he be
16 able to operate and use that money to maintain his business to
17 his benefit at her detriment?

18 MR. LUSZECK: Once again, I ask for a stay then so
19 we can file a writ with the Supreme Court to deal with this
20 issue, Your Honor.

21 THE COURT: Okay. So that's what I'd be inclined to
22 do on that. Now, do you have a interest account that you
23 would want to put it in pending your appeal or writ on that
24 just so they can do it? Because it should be interest

1 bearing. I mean, it'd make no sense to make money like that
2 sit in an a dead account.

3 MR. DICKERSON: I mean, Your Honor, I would ask that
4 that money be posted with the Court and be deposited in a
5 trust account, or I will have it deposited in an interest
6 bearing trust account through my trust account.

7 MR. LUSZECK: I'd ask to talk with the partners in
8 the firm to see what we typically do in this type of
9 situation, Your Honor.

10 THE COURT: I just want it in an interest bearing
11 for both sides because no matter how the Supreme Court rules,
12 it's going to be sitting there in a dead account. I'm not
13 sure our account -- because you want to get interest --

14 MR. LUSZECK: Yeah, I think the preference would be
15 for the ELN Trust to establish some type of interest bearing
16 account.

17 THE COURT: That would be --

18 MR. LUSZECK: -- as opposed to going to opposing
19 counsel.

20 THE COURT: That would be separate and injunctive,
21 as long as he can't touch it. It's in a separate account not
22 subject to the control of the trust until the Supreme Court
23 rules, I'm fine. If you can work out an account that would do
24 that with the highest interest that you could get.

1 MR. DICKERSON: And within in -- today's what,
2 Wednesday, by this Friday would Your Honor request the
3 documentation be submitted to the Court --

4 THE COURT: Okay. Can you guys work that out?

5 MR. DICKERSON: -- (indiscernible) that those monies
6 have been --

7 MR. LUSZECK: I don't know Your Honor. I ask for a
8 stay so we can at least appeal this issue. I'd request at
9 least 30 days.

10 MR. DICKERSON: If the money's there, the money's
11 there. And he knows it probably isn't. It's probably been
12 used.

13 THE COURT: Well, is the money there or not?

14 MR. DICKERSON: And we know it's not for attorney's
15 fees.

16 THE COURT: Is it there? I mean, that's the issue
17 on it. If the money's there, it's not an issue. If the
18 money's not there, then it becomes an issue for the -- try to
19 get it. But if it's sitting there, it doesn't matter if it's
20 sitting in the trust or if it's --

21 THE PLAINTIFF: I can assure you --

22 THE COURT: -- sitting in a separate account.

23 THE PLAINTIFF: -- money will get there --

24 THE COURT: Why don't we have you raise your hand,

1 Mr. --

2 THE PLAINTIFF: -- if we have an opportunity to
3 appeal.

4 THE COURT: Why don't we get both parties on. I
5 want to get both parties on there and try to figure out what's
6 going on. Ms. Nelson --

7 THE BAILIFF: Both of you stand up.

8 THE COURT: Let's get you both sworn in and try and
9 see if we can resolve this. All I want to do is make sure
10 that money doesn't disappear in that lump sum.

11 MR. DICKERSON: Thank you, Your Honor.

12 THE BAILIFF: Raise your right hand.

13 THE CLERK: You and each of you do solemnly swear
14 the testimony you're about to give in this action shall be the
15 truth, the whole truth, and nothing but the truth, so help you
16 God?

17 THE DEFENDANT: Yes.

18 THE PLAINTIFF: Yes.

19 THE COURT: As I said, there was that 1.568 million,
20 which was put in the account that was in Mr. -- Attorne
21 Stevens' account. The Court had done an injunction until
22 issued the decree. Then my decree ordered it had to be
23 distributed accordingly. That was released, I believe, to the
24 trust, the lump sum, the 1568 -- \$1,568,000 was put in the

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,
10 and as the current and/or former Distribution
11 Trustee of the ERIC L. NELSON NEVADA
12 TRUST dated May 30, 2001, and as the
13 former Distribution Trustee of the LSN
14 NEVADA TRUST dated May 30, 2001);
15 Counterdefendant, and/or
16 Cross-Defendants, and/or
17 Third Party Defendants.

13 RESPONSE TO COURT ORDERED ACCOUNTINGS
14 PROVIDED BY ERIC NELSON

15 COMES NOW Defendant, LYNITA SUE NELSON ("Lynita"), by and through
16 her attorneys, ROBERT P. DICKERSON, ESQ., and KATHERINE L. PROVOST,
17 ESQ., of THE DICKERSON LAW GROUP, and hereby files this Response to the
18 Court ordered accountings provided by Eric Nelson on August 9, 2013 (Lindell
19 Professional Plaza) and August 16, 2013 (Revised Lindell Professional Plaza and
20 Banone, LLC). As Lynita is unaware of whether Eric has provided this Court with a
21 copy of his accountings, the same as provided to her, have been attached to this
22 Response as **Exhibits A, B, and C**. In addition, though not ordered by the Court,
23 because Lynita collected certain rental income from Banone, LLC properties and the
24 Lindell Professional Plaza during the June 1, 2013 through August 30, 2013 time
25 period she has attached an accounting of the income she collected and the expenses
26 paid by Lynita (including back-up documentation) for such properties during the same
27 period of time. Lynita's accounting is attached as **Exhibit D**.

28 ...

1 With respect to Eric's Lindell Professional Plaza accounting, Lynita has the
2 following concerns following her review of the revised August 12, 2013 accounting:

3 A. Revenue Discrepancies

4 (1) The Lindell accounting does not reflect the payment of rental
5 income from M. Levy (Suite 106) for the months of March, April,
6 or June 2013. Does \$2,100.00 (\$700.00 per month) remain due
7 and owing to Lindell Professional Plaza? If not, why?

8 (2) The Lindell accounting does not reflect the payment of rental
9 income from Iron Horse Development (Suite 103) for the months
10 of February, April, June, or July 2013. Does \$2,400.00 (\$600.00
11 per month) remain due and owing to Lindell Professional Plaza?
12 If not, why?

13 (3) The Lindell accounting fails to include in Gross Revenue
14 \$2,500.00 attributable to the payment of rent by New Life Church
15 for July 2013. New Life Church should be paying rent of
16 \$3,000.00. The \$2,500.00 rent payment for July 2013 was
17 received by Lynita. However, it still must be posted on the
18 company's Gross Revenue spreadsheet, to be later deducted before
19 the distribution of net profits as Eric did at the bottom of his
20 accounting. The actual Gross Revenue for Lindell Professional
21 Plaza should be increased by \$2,500.00 for the period January 1,
22 2013 - July 31, 2013.

23 (4) Lynita's most significant concern with respect to the Lindell
24 Professional Plaza is Eric Nelson's continued occupancy of the
25 entire second floor of this property without the payment of any
26 rent. Eric's various business operations occupy 3,200 square feet
27 (the entire second floor) of the Lindell Professional Plaza. Based
28 upon the information set forth in the appraisal report filed

1 September 14, 2011 in this action, the average market rent for the
2 property is \$.99 per square foot. The appraised value of the
3 Lindell Professional Plaza included the forecasted payment of
4 market rent by Eric Nelson for Suite 201 at \$1.00 per square foot.
5 Eric should either begin paying rent of \$3,200.00 per month to
6 the Lindell Professional Plaza or this rental income should be
7 included and assumed in the Gross Revenue received by the
8 Lindell Professional Plaza prior to the determination of net profits
9 which are to be paid to Lynita.

10 B. Expense Discrepancies

11 (1) Lynita objects to the deduction of any health insurance premiums
12 from the Gross Revenue received by the Lindell Professional Plaza.

13 a. Children's Health Insurance Premiums - With respect
14 to the children's health insurance premiums, this Court ordered
15 Eric to assume the obligation to maintain medical insurance for
16 Carli (the parties' only remaining minor child).¹ Garrett is no
17 longer a minor child and therefore neither party has an obligation
18 to maintain health insurance for Garret. If Eric desires to pay for
19 Carli (or anyone else's) health insurance from his share of the net
20 sales proceeds attributable to Lindell Professional Plaza then that
21 is his prerogative. However, it is improper for this expense to be
22 deducted from the Gross Revenue of this company as to do so
23 results in Lynita bearing this expense which this Court required by
24 paid by Eric. Adding back in the deduction of the children's
25 medical insurance premiums, Lynita is owed an additional
26 \$2,499.00 in income from the Lindell Professional Plaza for the
27 period of time January 1, 2013 - July 31, 2013.

28

¹ June 3, 2013 Decree of Divorce at page 49, lines 16-17.

1 b. Lynita's Insurance Premiums - Until the time of the
2 parties' June 3, 2013 divorce, Eric was required to maintain the
3 existing health insurance plan for the family as this is an expense
4 which has historically been maintained by Eric through Dynasty
5 Development Group, LLC. This expense has not historically been
6 attributable to Lindell Professional Plaza and should not be an
7 expense deducted from the Gross Revenue of Lindell Professional
8 Plaza now that Eric is required to share the net profits with Lynita.
9 Adding back in the deduction of the Lynita's medical insurance
10 premiums, Lynita is owed an additional \$3,066.03 in income from
11 the Lindell Professional Plaza for the period of time January 1,
12 2013 - July 31, 2013.

13 (2) Lynita disputes the deduction and allocation of wages toward
14 administrative/accounting/operating - Labor costs (\$5,448.59) and
15 the deduction and allocation of wages toward maintenance - Labor
16 costs (\$4,425.00) as stated on the accounting until such time as
17 she is provided with the general ledger for the payment of wages as well
18 as any other documentation which would support the stated expenses.
19 Such documentation is required to confirm from which entity the
20 stated expenses were actually paid, to whom, and the
21 reasonableness of such expenses. Further, there appears to be no
22 legitimate basis for maintenance - Labor costs as there has been
23 minimal repairs and/or maintenance to the Lindell Professional
24 Plaza and the actual costs of any maintenance and repairs has
25 additionally been deducted as an expense.

26 . . .

27 . . .

28 . . .

1 With respect to Eric's Banone, LLC accounting, Lynita has the following
2 concerns following her review of the revised August 12, 2013 accounting:

3 A. Income Discrepancies - None at this time.

4 B. Expense Discrepancies

5 (1) Lynita disputes the deduction and allocation of wages toward
6 administrative/accounting/operating - Labor costs (\$2,757.51) and the
7 deduction and allocation of wages toward maintenance - Labor costs
8 (\$4,350.00) as stated on the accounting until such time as she is provided
9 with the general ledger for the payment of wages as well as any other
10 documentation which would support the stated expenses. Such
11 documentation is required to confirm from which entity the stated
12 expenses were actually paid, to whom, and the reasonableness of such
13 expenses. Further, there appears to be no legitimate basis for
14 maintenance - Labor costs as there has been minimal repairs and/or
15 maintenance to the Banone, LLC properties and the actual costs of any
16 maintenance and repairs has additionally been deducted as an expense.


17 By way of letter to Eric's and the ELN Trust's counsel dated August 30, 2013,
18 the general ledger for the payment of wages as well as any other documentation which would
19 support the stated wage expenses for each business entity together with the general ledger for
20 the insurance costs which Eric has deducted from the Lindell Road income has been requested.

21 A copy of the referenced letter is attached as **Exhibit E**.

22 Dated this 30th day of August, 2013.

23 THE DICKERSON LAW GROUP

24
25 By


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

1 CERTIFICATE OF MAILING

2 I HEREBY CERTIFY that I am serving via U.S. Mail (with a courtst copy bring
3 emailed to the same) to Plaintiff's counsel and to counsel for the Eric L. Nelson Nevada
4 Trust, a true and correct copy of the foregoing **RESPONSE TO COURT ORDERED**
5 **ACCOUNTINGS PROVIDED BY ERIC NELSON** to the following at their last
6 known addresses on this 30th day of August, 2013.

7
8 RHONDA K. FORSBERG, ESQ.
9 RADFORD J. SMITH, CHARTERED
64 North Pecos Road, Ste. 700
Henderson, Nevada 89074
10 Attorneys for Plaintiff

11 MARK A. SOLOMON, ESQ.
12 SOLOMON, DWIGGINS, FREER & MORSE, LTD.
13 9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129
14 Attorneys for Third-Party Defendants

15 
16 An employee of The Dickerson Law Group

Exhibit “A”

Lindell accounting

Re: income/expense

How the income and expense have been designed and have work for the two separate trusts!

The general account rules apply DO TO DO FROM!

Between separate partners or in this case two separate trusts! ELN trust and Lsn trust.see exhibit A "investopedia explains 'due from accounts"

Expenses that are a individual trust (example Lynita own health ins) is a Lsn expense and the kids ins is a joint expense. Eric has no health ins so no charge will be found!

25% of rochelle pay is charged to both trust as a expense (approx\$750 per month) 25% of maintenance (approx \$600 per month includes landscaping)

Not deducted is my office power

\$300 Carli per month not deducted
\$10,100 Carli private year of school not deducted
My management fee not deducted
Securtiy not deducted
\$500 Garrett monthly not deducted
Erica and Aubrey Assi. Monthly not deducted

Different bills are allocated to different companies.

Please call if you have question

Also not deducted are rents illegal collectionsby Dickerson and Lsn
from banone LLC rental properties!

Sincerely

Eric nelson manager

BANONE, LLC

3039

Lynita Nelson

Check Number: 3039

Check Date: Aug 6, 2013

Duplicate

Check Amount: \$2,868.37

Item to be Paid - Description

Discount Taken

Amount Paid

50% of Lindell Income Jan - July 2013 LSNT

2,868.37

3039

BANONE, LLC

3611 S. LINDELL ROAD, STE 201
LAS VEGAS, NV 89103
(702) 362-3030

CITY NATIONAL BANK
TWIN BANKING OFFICE
LAS VEGAS, NEVADA 89103
16-1606-1220

DATE

Aug 6, 2013

AMOUNT

***\$2,868.37

Two Thousand Eight Hundred Sixty-Eight and 37/100 Dollars

PAY

TO THE
ORDER OF

Lynita Nelson
7065 Palmyra Avenue
Las Vegas, NV 89117


AUTHORIZED SIGNATURE

Memo: 50% lindell Jan-Jul13/LSNT

⑈003039⑈ ⑆122016066⑆ 363⑈532780⑈

Investopedia explains 'Due From Account'

The general ledger is the centralized source that contains all the financial accounts for a company. It contains debit and credit accounts, including the due from account, which is a debit account. The due to account is also sometimes referred to as intercompany receivables in the chart of accounts.

CPA for Your Business
www.RosenthalCPA.com



INVESTOPEDIA • 26 WEEKS AGO

Definition of 'Due From Account'

An asset account in the general ledger that indicates the amount of deposits currently held at another company. The "due from" account is typically used in conjunction with a "due to" account to reconcile which accounts the money is due from and due to.

Accounting, Taxes. We can cut costs.
Initial Consultation is Free.



**Lindell Professional Plaza
Income Statement
For the Seven Months Ending July 31, 2013**

	Jan - July, 2013
Revenues	
Rental Income - LPP	42,900.00
Total Revenues	<u>42,900.00</u>
Gross Profit	<u>42,900.00</u>
Expenses	
Wages Expense - Administrative Lindell	5,448.59 *
Wages Expense - Maintenance Lindell	4,425.00 **
Maintenance & Repairs - LPP	2,144.04
LPP (Bldg) Waste Expense	2,767.84
LPP (Bldg) Sewer/Water Exp	2,115.65
Total Expenses	<u>16,901.12</u>
Net Income	<u><u>\$ 25,998.88</u></u>

*25% of Wages allocated toward Lindell administrative/Acctng/operating - Labor costs

**25% of Wages allocated toward Lindell Maintenance - Labor costs

Net Income Lindell Professional Plaza \$ 25,998.88

Carli/Garett Health Insurance Premiums Paid Jan -
July

-\$4,998.00

714.00/Mo 7 months

Total Net Income after monies pd for kids insurance

\$21,000.88

50% of net income due to LSN \$ 10,500.44

Health/Dental Insurance Lynita Portion Jan - July
Premiums Paid

-\$6,132.07

876.01/Mo 7 months

Monies collected at Lindell Plaza by LSNT

-\$1,500.00

1/2 of \$3000 pd by New Life Chrch Ste 108

Total Income due after monies collected by LSNT \$ 2,868.37

General Ledger

For the Period From Jan 1, 2013 to Jul 31, 2013

Filter Criteria includes: 1) IDs from 4010-00-50-000 to 4010-00-50-000. Report order is by ID. Report is printed with

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Account Description							
4010-00-50-000	1/1/13			Beginning Balance			
Rental Income - LPP	1/7/13	1464	CRJ	Marc Levy - Invoice: 3611-106-01-13		700.00	
	1/7/13	2539	CRJ	Iron Horse Development - Invoice: 3611		600.00	
	1/7/13	8369	CRJ	Dr. Stock - Invoice: 3611-101-01-13		1,800.00	
	1/9/13	1105	CRJ	Apex Properties - Invoice: 3611-105-01		1,200.00	
	1/10/13	1247	CRJ	New Life Mission - Invoice: 3611-108-0		3,000.00	
				Current Period Change		7,300.00	-7,300.00
	2/1/13			Beginning Balance			-7,300.00
	2/11/13	1121	CRJ	Apex Properties - Invoice: 3611-105-02		1,200.00	
	2/11/13	8377	CRJ	Dr. Stock - Invoice: 3611-101-02-13		1,800.00	
	2/13/13	1259	CRJ	New Life Mission - Invoice: 3611-108-0		3,000.00	
	2/13/13	2-13	CRJ	Marc Levy - Invoice: 3611-106-02-13		700.00	
				Current Period Change		6,700.00	-6,700.00
	3/1/13			Beginning Balance			-14,000.00
	3/11/13	298	CRJ	Iron Horse Development - Invoice: 3611		600.00	
	3/11/13	8382	CRJ	Dr. Stock - Invoice: 3611-101-03-13		1,800.00	
	3/11/13	1137	CRJ	Apex Properties - Invoice: 3611-105-03		1,200.00	
	3/19/13	1275	CRJ	New Life Mission - Invoice: 3611-108-0		3,000.00	
				Current Period Change		6,600.00	-6,600.00
	4/1/13			Beginning Balance			-20,600.00
	4/9/13	8388	CRJ	Dr. Stock - Invoice: 3611-101-04-13		1,800.00	
	4/9/13	1153	CRJ	Apex Properties - Invoice: 3611-105-04		1,200.00	
	4/11/13	1294	CRJ	New Life Mission - Invoice: 3611-108-0		3,000.00	
				Current Period Change		6,000.00	-6,000.00
	5/1/13			Beginning Balance			-26,600.00
	5/7/13	1186	CRJ	Apex Properties - Invoice: 3611-105-05		1,200.00	
	5/7/13	5-7	CRJ	Marc Levy - Invoice: 3611-106-05-13		700.00	
	5/14/13	8394	CRJ	Dr. Stock - Invoice: 3611-102-05-13		1,800.00	
	5/14/13	1310	CRJ	New Life Mission - Invoice: 3611-108-0		3,000.00	
	5/21/13	347	CRJ	Iron Horse Development - Invoice: 3611		600.00	
				Current Period Change		7,300.00	-7,300.00
	6/1/13			Beginning Balance			-33,900.00
	6/13/13	1330	CRJ	New Life Mission - June Rent		3,000.00	
	6/13/13	1201	CRJ	Apex Properties - June Rent		1,200.00	
				Current Period Change		4,200.00	-4,200.00
	7/1/13			Beginning Balance			-38,100.00
	7/9/13	1221	CRJ	Apex Properties - ste 105 lindell		1,200.00	
	7/18/13	8410	CRJ	Dr. Stock - June Rent		1,800.00	
	7/18/13	8410	CRJ	Dr. Stock - July Rent		1,800.00	
				Current Period Change		4,800.00	-4,800.00
	7/31/13			Ending Balance			-42,900.00

General Ledger

For the Period From Jan 1, 2013 to Jul 31, 2013

Filter Criteria includes: 1) IDs from 6350-00-50-000 to 6350-00-50-000. Report order is by ID. Report is printed wit

Account ID	Date	Referenc Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
6350-00-50-000						
Account Description						
Maintenance & Repairs-LPP						
	1/1/13		Beginning Balance			
	1/22/13	2933	CDJ State of Nevada - OSHA - elevator permit	120.00		
	1/22/13	2934	CDJ G3 Electrical - ste 107 electrical	152.91		
	1/22/13		CDJ Thyssenkrupp - elevator maint	117.73		
			Current Period Change	390.64		390.64
	2/1/13		Beginning Balance			390.64
	2/1/13		CDJ NV Energy -lindell building main bldg power	56.79		
	2/4/13		CDJ Home Depot -Roof repair supplies	63.36		
	2/4/13		CDJ Home Depot - Lights bldg	13.66		
	2/4/13		CDJ Home Depot -Paint Ste 106	297.17		
	2/4/13		CDJ Home Depot - Lights bldg	5.29		
	2/14/13	2950	CDJ Clarence Nelson - Lindell roofing supplies	223.18		
	2/14/13	2950	CDJ Clarence Nelson - emergency exit signs ste 106 lindell	71.37		
	2/14/13	2951	CDJ Lance Liu - supplies to fix light fixture ste 101 lindell	21.93		
	2/14/13		CDJ Home Depot - Invoice: Lights lindell bldg	1.55		
	2/19/13	2952	CDJ GC Glass LLC - Ste 102 broken glass repair Lindell	190.48		
			Current Period Change	944.78		944.78
	3/1/13		Beginning Balance			1,335.42
	3/4/13		CDJ NV Energy - lindell building main bldg power	47.50		
	3/13/13		CDJ Home Depot - Sprinkler parts	7.81		
	3/27/13		CDJ NV Energy - lindell house	44.25		
			Current Period Change	99.56		99.56
	4/1/13		Beginning Balance			1,434.98
	4/4/13		CDJ Thyssenkrupp - elevator matfint	117.73		
	4/29/13		CDJ NV Energy - lindell main	44.63		
			Current Period Change	162.36		162.36
	5/1/13		Beginning Balance			1,597.34
	5/22/13		CDJ NV Energy - lindell building main bldg power	43.83		
			Current Period Change	43.83		43.83
	6/1/13		Beginning Balance			1,641.17
	6/5/13	3010	CDJ AIR FOR LESS - ste 108 repair a/c	240.00		
	6/6/13		CDJ Home Depot - lindell materials	51.94		
			Current Period Change	291.94		291.94
	7/1/13		Beginning Balance			1,933.11
	7/3/13		CDJ Home Depot - lindell ste 102 materials	24.87		
	7/3/13		CDJ NV Energy -lindell building main bldg power	34.42		
	7/18/13	8410	CRJ Dr. Stock - AC repair ste 101	112.03		
	7/30/13		CDJ NV Energy - lindell building main bldg power	39.61		
			Current Period Change	210.93		210.93
	7/31/13		Ending Balance			2,144.04

General Ledger

For the Period From Jan 1, 2013 to Jul 31, 2013

Filter Criteria includes: 1) IDs from 7010-00-50-002 to 7010-00-50-002. Report order is by ID. Report is printed with

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Account Description							
7010-00-50-002	1/1/13			Beginning Balance			894.42
LPP (Bldg) Waste Expense	1/22/13		CDJ	Republic Services - lindell garbage	894.42		894.42
				Current Period Change	894.42		894.42
	2/1/13			Beginning Balance			894.42
	3/1/13			Beginning Balance			894.42
	4/1/13			Beginning Balance			894.42
	5/1/13			Beginning Balance			894.42
	6/1/13			Beginning Balance			894.42
	7/1/13			Beginning Balance			894.42
	7/30/13		CDJ	Republic Services - lindell garbage	1,873.42		1,873.42
				Current Period Change	1,873.42		1,873.42
	7/31/13			Ending Balance			2,767.84

General Ledger
For the Period From Jan 1, 2013 to Jul 31, 2013

Filter Criteria Includes: 1) IDs from 7010-00-50-003 to 7010-00-50-003. Report order is by ID. Report is printed wit

Account ID	Date	Referen-Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Account Description						
7010-00-50-003	1/1/13		Beginning Balance			
LPP (Bldg) Sewer/Water Exp	1/22/13	CDJ	Las Vegas Valley Water - lindell bldg water	208.80		
	1/29/13	CDJ	CC Water Reclamation - lindell bldg sewer	556.72		
			Current Period Change	765.52		765.52
	2/1/13		Beginning Balance			765.52
	3/1/13		Beginning Balance			765.52
	3/4/13	CDJ	Las Vegas Valley Water - lindell water	188.33		
			Current Period Change	188.33		188.33
	4/1/13		Beginning Balance			953.85
	4/4/13	CDJ	Las Vegas Valley Water - lpp	210.95		
			Current Period Change	210.95		210.95
	5/1/13		Beginning Balance			1,164.80
	6/1/13		Beginning Balance			1,164.80
	6/10/13	CDJ	CC Water Reclamation - lindell sewer	556.72		
			Current Period Change	556.72		556.72
	7/1/13		Beginning Balance			1,721.52
	7/3/13	CDJ	Las Vegas Valley Water - lindell house water	186.83		
	7/30/13	CDJ	Las Vegas Valley Water - water lindell building	207.30		
			Current Period Change	394.13		394.13
	7/31/13		Ending Balance			2,115.65

Health Insurance

Page:

2 of 2

1946473PBA0096302

DYNASTY DEVELOPMENT GROUP LLC
JOAN RAMOS
3611 S LINDELL STE 201
LAS VEGAS NV 89103

Invoice No: 0031985958
Invoice Date: Jul 13, 2013
Customer No: [REDACTED]
Bill Group: 1
Coverage Pd: 08/01-08/31/2013
Due Date: Aug 01, 2013



Invoice Detail

Policy No.	Name Plan	ID	Coverage	Volume(000's)	Charge Amount
[REDACTED]	[REDACTED]	[REDACTED]	E E		[REDACTED]
575459	NELSON, LYNITA S Dental CHOYC+ *	XXXXX1417-00	EG EC		\$82.68 \$1,507.33
575459	[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]	[REDACTED] CHOYC+ Dental	[REDACTED]	E EC	Individual Cost →	\$793.33 \$82.68
TOTAL					[REDACTED]

PLEASE VISIT EMPLOYER ESERVICES AT [REDACTED] TO perform real-time eligibility transactions, view and pay your invoices, request ID cards and more!

Employee and dependent information contained in this report is based on the most current information provided by the Employer, acting as Plan Sponsor and/or Plan Administrator (the organization which established the employee welfare plan for its employees) to the Company (a division of UnitedHealth Group contractually administering claims on behalf of the Employer). Changes to employees and dependent information are the responsibility of the Employer, acting as Plan Sponsor and/or Plan Administrator, and must be submitted to the Company on a timely basis. Please do not submit employee changes by noting them on this invoice. This address is used for payment purposes only and written instructions sent to this address will not be processed.

To keep your group insurance coverage in effect, it is important that we receive full payment of all amounts due, as required by your Group Contract/Policy. If your Group Contract/Policy requires an initial advance notice of termination for non-payment of premium, this statement will serve as the required initial advance notice of termination that will be effective in accordance with your Group Contract/Policy.

Balance reflected is as of the invoice date and may be subject to change pending verification of payment or direct debit bank processing. Any changes will be reflected on your next invoice.

Applicable to Employers with Enrollees residing in Texas: Employers are responsible for premiums on Enrollees who are no longer eligible for group coverage until the end of the month in which you notify UnitedHealthcare of the Enrollee's termination. UnitedHealthcare's preferred method for notification of termination of coverage is through Employer eServices at [REDACTED]

Please contact your Billing/Accounts Receivable Representative if you have any questions. Thank you. [REDACTED]

This invoice covers eligibility charges from the following entities:
UnitedHealthcare Insurance Company

Exhibit “B”

Lindell Professional Plaza
Income Statement
For the Seven Months Ending July 31, 2013
Rvsd 8-12-2013

Jan - July, 2013

Revenues	
Rental Income - LPP	44,300.00 ***
Total Revenues	<u>44,300.00</u>
Gross Profit	<u>44,300.00</u>
Expenses	
Wages Expense - Administrative Lindell	5,448.59 *
Wages Expense - Maintenance Lindell	4,425.00 **
Maintenance & Repairs - LPP	2,144.04
LPP (Bldg) Waste Expense	2,767.84
LPP (Bldg) Sewer/Water Exp	2,115.65
Total Expenses	<u>16,901.12</u>
Net Income	<u><u>\$ 27,398.88</u></u>

*25% of Wages allocated toward Lindell administrative/Acctng/operating - Labor costs

**25% of Wages allocated toward Lindell Maintenance - Labor costs

Net Income Lindell Professional Plaza \$ 27,398.88

Carli/Garett Health Insurance Premiums Paid Jan - July - \$4,998.00

714.00/Mo 7 months

Total Net Income after monies pd for kids insurance \$22,400.88

50% of net income due to LSN \$ 11,200.44

Health/Dental Insurance Lynita Portion Jan - July
Premiums Paid - \$6,132.07
Monies collected at Lindell Plaza by LSNT - \$1,500.00

876.01/Mo 7 months

1/2 of \$3000 pd by New Life Chrch Ste 108

Total Income due after monies collected by LSNT \$ 3,568.37

Addl Monies Due

\$ 3,568.37

(\$2,868.37) ck #3039 pd 8/6/13

\$ 700.00 Addl monies due to LSNT

*** Please note: Ste 106 June and July rent were inadvertently omitted on last statement A New Income GL is included with this statement with an addl check.

CHECK IS IN THE MAIL.

General Ledger

For the Period From Jan 1, 2013 to Jul 31, 2013

Filter Criteria includes: 1) IDs from 4010-00-50-000 to 4010-00-50-000. Report order is by ID. Report is printed wit

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
4010-00-50-000							
Rental Income - LPP							
	1/1/13			Beginning Balance			
	1/7/13	1464	CRJ	Marc Levy - Invoice: 3611-106-01-13		700.00	
	1/7/13	2539	CRJ	Iron Horse Development - Invoice: 3611-103-01-13		600.00	
	1/7/13	8369	CRJ	Dr. Stock - Invoice: 3611-101-01-13		1,800.00	
	1/9/13	1105	CRJ	Apex Properties - Invoice: 3611-105-01-13		1,200.00	
	1/10/13	1247	CRJ	New Life Mission - Invoice: 3611-108-01-13		3,000.00	
				Current Period Change		7,300.00	-7,300.00
	2/1/13			Beginning Balance			-7,300.00
	2/11/13	1121	CRJ	Apex Properties - Invoice: 3611-105-02-13		1,200.00	
	2/11/13	8377	CRJ	Dr. Stock - Invoice: 3611-101-02-13		1,800.00	
	2/13/13	1259	CRJ	New Life Mission - Invoice: 3611-108-02-13		3,000.00	
	2/13/13	2-13	CRJ	Marc Levy - Invoice: 3611-106-02-13		700.00	
				Current Period Change		6,700.00	-6,700.00
	3/1/13			Beginning Balance			-14,000.00
	3/11/13	298	CRJ	Iron Horse Development - Invoice: 3611-103-02-13		600.00	
	3/11/13	8382	CRJ	Dr. Stock - Invoice: 3611-101-03-13		1,800.00	
	3/11/13	1137	CRJ	Apex Properties - Invoice: 3611-105-03-13		1,200.00	
	3/19/13	1275	CRJ	New Life Mission - Invoice: 3611-108-03-13		3,000.00	
				Current Period Change		6,600.00	-6,600.00
	4/1/13			Beginning Balance			-20,600.00
	4/9/13	8388	CRJ	Dr. Stock - Invoice: 3611-101-04-13		1,800.00	
	4/9/13	1153	CRJ	Apex Properties - Invoice: 3611-105-04-13		1,200.00	
	4/11/13	1294	CRJ	New Life Mission - Invoice: 3611-108-04-13		3,000.00	
				Current Period Change		6,000.00	-6,000.00
	5/1/13			Beginning Balance			-26,600.00
	5/7/13	1186	CRJ	Apex Properties - Invoice: 3611-105-05-13		1,200.00	
	5/7/13	5-7	CRJ	Marc Levy - Invoice: 3611-106-05-13		700.00	
	5/14/13	8394	CRJ	Dr. Stock - Invoice: 3611-102-05-13		1,800.00	
	5/14/13	1310	CRJ	New Life Mission - Invoice: 3611-108-05-13		3,000.00	
	5/21/13	347	CRJ	Iron Horse Development - Invoice: 3611-103-03-13		600.00	
				Current Period Change		7,300.00	-7,300.00
	6/1/13			Beginning Balance			-33,900.00
	6/13/13	1330	CRJ	New Life Mission - June Rent		3,000.00	
	6/13/13	1201	CRJ	Apex Properties - June Rent		1,200.00	
	6/13/13	6-5-13	CRJ	Nguyen Lan - Ste 106 Rent		700.00	
				Current Period Change		4,900.00	-4,900.00
	7/1/13			Beginning Balance			-38,800.00
	7/7/13	1063	CRJ	Nguyen Lan - Ste 106		700.00	
	7/9/13	1221	CRJ	Apex Properties - ste 105 lindell		1,200.00	
	7/18/13	8410	CRJ	Dr. Stock - June Rent		1,800.00	
	7/18/13	8410	CRJ	Dr. Stock - July Rent		1,800.00	
				Current Period Change		5,500.00	-5,500.00
	7/31/13			Ending Balance			-44,300.00

Exhibit “C”

Banone - Nevada Rental Homes
Income Statement
For the Months June - July 31, 2013

	Jun-July, 2013	
Revenues		
Rental Income - NV Homes	\$ 15,502.00	
	<u>15,502.00</u>	
Total Revenues	<u>15,502.00</u>	
Gross Profit	<u>15,502.00</u>	
Expenses		
Wages Expense - Administrative	2,757.51	*
Wages Expense - Maintenance NV Properties	4,350.00	**
Baxter Exp (rental property)	664.98	
Clover Blossom Exp. (rental)	225.36	
Heather Ridge Expense (rental)	326.41	
Anaconda Exp. (rental)	120.00	
4601 Concord Village Exp	168.65	
4133 Compass Rose (Rental)	105.94	
1608 Rusty Ridge Exp.(rental)	366.00	
4820 Marnell Expense (Rental)	<u>80.00</u>	
Total Expenses	<u>9,164.85</u>	
Net Income	<u>\$ 6,337.15</u>	

**50% of Wages allocated toward NV Rentals administrative/Accounting/operating - Labor costs*

***75% of Wages allocated toward Repairs/Maintenance/NV Rentals - Labor costs*

General Ledger **For the Period From Jun 1, 2013 to Jul 31, 2013**

Filter Criteria includes: 1) IDs from 4010-00-00-000 to 4010-00-00-000. Report order is by ID. Report is printed with

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
4010-00-00-000							
Rental Income - NV Homes	6/1/13	Rent		Beginning Balance			
	6/3/13	Rent	GENU	Deposit Rent - concord village	925.00		
	6/3/13	Rent	GENU	Deposit Rent - heather ridge	861.00		
	6/4/13	Rent	GENU	Deposit Rent - baxter	700.00		
	6/4/13	Rent	GENU	Deposit Rent - churchill	900.00		
	6/4/13	Rent	GENU	Deposit Rent - terra bella	1,000.00		
	6/4/13	Rent	GENU	Deposit Rent - clover blossom	1,000.00		
	6/4/13	Rent	GENU	Deposit Rent - Cambria	500.00		
	6/5/13	Rent	GENU	Deposit Rent - sawyer	800.00		
	6/6/13	Rent	GENU	Deposit Rent - 6213 Anaconda	780.00		
	6/7/13	Rent	GENU	Deposit Rent - guadalupe	800.00		
	6/10/13	Rent	GENU	Deposit Rent - cambria	500.00		
	6/17/13	Rent	GENU	Deposit Rent - Compass Rose	900.00		
				Current Period Change	9,666.00		-9,666.00
	7/1/13			Beginning Balance			-9,666.00
	7/7/13	7-7	CRJ	Rent - cambria	500.00		
	7/22/13	Rent	GENU	Deposit Rent - Cambria	500.00		
	7/22/13	Rent	GENU	Deposit Rent - Compass Rose	900.00		
	7/22/13	Rent	GENU	Deposit Rent - Anaconda	1,150.00		
	7/22/13	Rent	GENU	Deposit Rent - Clover Blossom	1,000.00		
	7/22/13	Rent	GENU	Deposit Rent - Heather Ridge	861.00		
	7/31/13	Rent	GENU	Deposit Rent - Concord Village	925.00		
				Current Period Change	5,836.00		-5,836.00
	7/31/13			Ending Balance			-15,502.00

General Ledger
For the Period From Jun 1, 2013 to Jul 31, 2013

Filter Criteria includes: 1) IDs from 7010-00-10-004 to 7010-00-10-004. Report order is by ID. Report is printed with

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Account Description							
7010-00-10-004	6/1/13			Beginning Balance			664.98
Baxter Exp (rental property)	6/6/13			CDJ Home Depot - baxter materials - Water Heater - glass/door repairs	664.98		664.98
	7/1/13			Current Period Change	664.98		664.98
	7/31/13			Beginning Balance			664.98
				Ending Balance			664.98

General Ledger **For the Period From Jun 1, 2013 to Jul 31, 2013**

Filter Criteria includes: 1) IDs from 7010-00-10-008 to 7010-00-10-008. Report order is by ID. Report is printed wit

Account ID	Date	Reference	Jml	Trans Description	Debit Amt	Credit Amt	Balance
Account Description							
7010-00-10-008	6/1/13			Beginning Balance			
Clover Blossom Exp. (rental)	6/1/13	CDJ		Country Gardens Owners Assoc - Hoa	55.00		
	6/6/13	CDJ		Home Depot - clover blossom materials -sink repairs	115.36		
				Current Period Change	170.36		170.36
	7/1/13			Beginning Balance			
	7/1/13	CDJ		Country Gardens Owners Assoc	55.00		170.36
				Current Period Change	55.00		55.00
	7/31/13			Ending Balance			225.36

General Ledger
For the Period From Jun 1, 2013 to Jul 31, 2013

Filter Criteria includes: *) IDs from 7010-00-10-014 to 7010-00-10-014. Report order is by ID. Report is printed wit

Account ID	Date	Reference	Jml	Trans Description	Debit Amt	Credit Amt	Balance
Account Description							
7010-00-10-014	6/1/13			Beginning Balance			
Heather Ridge Expense (rental)	6/6/13		CDJ	Home Depot - heather ridge materials - Screen	46.41		46.41
	7/1/13			Current Period Change	46.41		46.41
	7/30/13	3032	CDJ	Beginning Balance			
				JOSE RODRIGUEZ - heather ridge capacitor a/c unit	280.00		280.00
				Current Period Change	280.00		280.00
	7/31/13			Ending Balance			326.41

General Ledger **For the Period From Jun 1, 2013 to Jul 31, 2013**

Filter Criteria includes: 1) IDs from 7010-00-10-015 to 7010-00-10-015. Report order is by ID. Report is printed with

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Account Description							
7010-00-10-015	6/1/13			Beginning Balance			
Anaconda Exp. (rental)	7/1/13			Beginning Balance			
	7/30/13	3032	CDU	JOSE RODRIGUEZ - anaconda transformer a/c unit	120.00		
				Current Period Change	120.00		
	7/31/13			Ending Balance			120.00
							120.00

General Ledger **For the Period From Jun 1, 2013 to Jul 31, 2013**

Filter Criteria includes: 1) IDs from 7010-00-10-022 to 7010-00-10-022. Report order is by ID. Report is printed with

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Account Description							
7010-00-10-022	6/1/13			Beginning Balance			
4601 Concord Village Exp	7/1/13			Beginning Balance			
	7/8/13	3027	CDJ	GC Glass LLC - glass repair concord village	168.65		
				Current Period Change	168.65		
	7/31/13			Ending Balance			168.65
							168.65

General Ledger
For the Period From Jun 1, 2013 to Jul 31, 2013

Filter Criteria includes: 1) IDs from 7010-00-10-030 to 7010-00-10-030. Report order is by ID. Report is printed wit

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Account Description							
7010-00-10-030	6/1/13			Beginning Balance			
4133 Compass Rose (Rental)	6/6/13		CDJ	Home Depot - compass rose materials - pipe sink	105.94		105.94
	7/1/13			Current Period Change	105.94		105.94
	7/31/13			Beginning Balance			105.94
				Ending Balance			105.94

General Ledger
For the Period From Jun 1, 2013 to Jul 31, 2013

Filter Criteria includes: 1) IDs from 7010-00-10-052 to 7010-00-10-052. Report order is by ID. Report is printed with

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Account Description							
7010-00-10-052	6/1/13			Beginning Balance			
1608 Rusty Ridge Exp.(rental)	6/1/13		CDJ	High Noon @ Old Vegas	113.00		
	6/7/13	3016	CDJ	Lance Liu - carpet cleaning at rusty ridge - professional cleaning services	140.00		
				Current Period Change	253.00		253.00
	7/1/13			Beginning Balance			
	7/1/13		CDJ	High Noon @ Old Vegas	113.00		
				Current Period Change	113.00		113.00
	7/31/13			Ending Balance			366.00

General Ledger
For the Period From Jun 1, 2013 to Jul 31, 2013

Filter Criteria includes: 1) IDs from 7010-00-10-064 to 7010-00-10-064. Report order is by ID. Report is printed with

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Account Description							
7010-00-10-064	6/1/13			Beginning Balance			
4820 Mamell Expense (Rental)	7/1/13			Beginning Balance			
	7/30/13	3032	CDJ	JOSE RODRIGUEZ - mamell evaporator a/c unit	80.00		
				Current Period Change	80.00		
	7/31/13			Ending Balance			80.00
							80.00

Exhibit “D”

Nelson vs Nelson
Banone LLC & Lindell Property
Monthly Income & Expenses by Property
June through August 2013

Banone LLC							
Address	Estimated Monthly Rental Amount ⁽¹⁾	Actual June income/expenses by LSN		Actual July income/expenses by LSN		Actual August income/expenses by LSN	
		Income	Expenses	Income	Expenses	Income	Expenses
4412 Baxter, LV, NV	\$350	\$0	\$0.00	\$700	\$0.00	\$700	\$0
3301 Terra Bella Dr, LV, NV	\$1,200	\$0	\$0.00	\$1,200	\$0.00	\$0	\$0
4601 Concord Village, LV, NV	\$950	\$925	\$0.00	\$925	\$0.00	\$0	\$0
5113 Churchill Ave, LV, NV	\$900	\$0	\$0.00	\$900	\$0.00	\$0	(\$320)
6304 Guadalupe Ave, LV, NV	\$800	\$0	\$0.00	\$800	\$0.00	\$0	\$0
5314 Clover Blossom Court, N LV, NV	\$1,000	\$0	\$0.00	\$0	\$0.00	\$0	\$0
1301 Heather Ridge, N LV, NV	\$1,200	\$0	\$0.00	\$0	\$0.00	\$0	\$0
6213 Anaconda, LV, NV	\$1,100	\$0	\$0.00	\$0	\$0.00	\$0	\$0
1608 Rusty Ridge Lane, Henderson NV ⁽³⁾	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$0
4133 Compass Rose Way, LV, NV	\$1,000	\$0	\$0.00	\$0	\$0.00	\$0	\$0
4612 Sawyer Ave, LV, NV	\$1,000	\$0	\$0.00	\$0	\$0.00	\$0	\$0
4820 Marnell Dr, LV, NV	\$800	\$0	\$0.00	\$0	(\$85.00)	\$0	\$0
6301 Cambria Ave, LV, NV	\$1,000	\$0	\$0.00	\$0	\$0.00	\$0	\$0
Total Rents	\$11,300	\$925	\$0.00	\$4,525	(\$85.00)	\$700	(\$320)
Gross Income	\$11,300	\$925.00		\$4,525.00		\$700.00	
Total Expenses		\$0.00		(\$85.00)		(\$320.00)	
Net Income		\$925.00		\$4,440.00		\$380.00	

Lindell Property							
Address	Estimated Monthly Rental Amount ⁽²⁾	Actual June income/expenses by LSN		Actual July income/expenses by LSN		Actual August income/expenses by LSN	
		Income	Expenses	Income	Expenses	Income	Expenses
Suites #101 & #102 - Dr. Stock		\$0	(\$112.03)	\$0	\$0.00	\$0	\$0
Suite #103 - Empty		\$0		\$0	\$0.00	\$0	\$0
Suite #104 - Empty		\$0		\$0	\$0.00	\$0	\$0
Suite #105 - Apex Properties		\$0		\$0	\$0.00	\$0	\$0
Suite #106 - Nguyen Lan		\$0		\$0	\$0.00	\$0	\$0
Suites #107 & #108 - New Life Mission		\$0		\$2,500	\$0.00	\$0	\$0
Suite #201 - Dynasty Development Group		\$0		\$0	\$0.00	\$0	\$0
Total Rents	\$10,000	\$0	(\$112.03)	\$2,500	\$0.00	\$0	\$0
Gross Income	\$10,000	\$0.00		\$2,500.00		\$0.00	
Total Expenses		(\$112.03)		\$0.00		\$0.00	
Net Income		(\$112.03)		\$2,500.00		\$0.00	

(1) Information per Larry Bertsch Report - Defendant's Exhibit GGGGG

(2) Total rents per Final Decree of Divorce filed 6/3/13. Information located on page 36 line 25.

(3) Estimated monthly rental income not provided.

(4) In the month of June, tenant made a rental payment of \$1,800; however, they put a stop payment on the check.

(5) Monthly rent is \$3,000. For the month of July, there was an agreement made that the tenant would pay \$2,500 upfront with the remaining \$500 made up each week, which he has not yet done. On 6/25/13, there was a letter from tenant requesting rent be reduced to \$2,500 which was not accepted and rent was to remain at \$3,000.

Banone LLC
Income

VILMA NEYRA
4412 BAYTER PL
LAS VEGAS, NV 89107-4252

94-189/1812

182

DATE 7-7-13

PAY TO THE
ORDER OF

ASN Nevada Trust

\$ 700.00

DOLLARS 700.00

usbank

All of us serving you.

MEMO

Pay to house

William Ortiz

⑆121201694⑆ 153753145148⑈0187⑈

MP

VILMA NEYRA
4412 BAXTER PL
LAS VEGAS, NV 89107-4252

04-109/12/23

109

DATE 8-2-13

PAY TO THE
ORDER OF

LSN Nevada Trust
Seven Hundred

\$ 700-

DOLLARS

usbank

All of us serving you

MEMO

rent

[Signature]

⑆ 121201694⑆ 15375314614810109

NOTES

RECEIPT DATE 7/2/13 NO 484180

RECEIVED FROM Ana B. Martinez

ADDRESS 3301 N. Terra Bella

FOR \$1,200.-

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT	<u>X</u>	CASH	
AMT. PAID		CHECK	
BALANCE DUE		MONEY ORDER	

By J. Kal

©2005 GENFORM © 8L810

The Dickerson Law Group
1716 Village Center Circle, Las Vegas, NV 89134

Checks and other items received for deposit subject to the terms and conditions of this bank's collection agreement.
Order # P93111-2

DEPOSIT TICKET
PROPERTY Concord Village
TENANT
BANONE, LLC
3611 S. Lindell Rd, Suite 201, Las Vegas, NV 89103
702-362-3030

DATE _____ **20**
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE ONLY IF CASH RECEIVED FROM DEPOSIT

Bank of America
Las Vegas, NV

☒ ☐ CASH
94-72/1224

SUB TOTAL

LESS CASH RECEIVED

\$

P93111-2

⑆540880104⑆ 50100716275L⑈

Bank of America

**Customer
Receipt**

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.

Save time with fast, reliable deposits, withdrawals, transfers and more at thousands of convenient ATM locations.

06/03/2013 09:34 NW T00040 R540880133
Acct# *****2754 CC.0007918 Tlr 00005

Total Deposit To CHK \$925.00

Available Now \$925.00

Member FDIC
95-14-2005B 10-2012

**WESTERN MONEY
UNION ORDER**

Printed at Wells Fargo Bank Grand Junction - Downtown, N.A. Grand Junction, Colorado

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER
Englewood, Colorado



ISSUING AGENCY
NOT GOOD OVER \$500.

A 75541010 070113
1281 08
1425672008 L 032826

\$ 425.00

14-725672008

PAY EXACTLY

FOUR HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS

PAY TO THE
ORDER OF

LSN Nevada Post

PAYMENT FOR/ACCT. #

4601 Canfield Publishers Address, LV NV
89106
Dawn Scherer

142021001001: 40147256720080

**WESTERN MONEY
UNION ORDER**

Printed at Wells Fargo Bank Grand Junction - Downtown, N.A. Grand Junction, Colorado

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER
Englewood, Colorado



ISSUING AGENCY
NOT GOOD OVER \$500.

A 75541010 070113
1281 08
1425672007 L 032826

\$ 500.00

14-725672007

PAY EXACTLY

FIVE HUNDRED DOLLARS AND NO CENTS

PAY TO THE
ORDER OF

LSN Nevada Post

PAYMENT FOR/ACCT. #

4601 Canfield Publishers Address
Dawn Scherer

142021001001: 40147256720070

MOVE IN/MOVE OUT FORM

Resident's Name: Tanet Scherer
 Property Address: 4601 Concord Village

Move-In Date: 6-1-11
 Move-Out Date: _____

MASTER BEDROOM

Walls/Ceiling	ok
Floors	ok
Windows	Damaged - glued
Screens	No Screens
Window Covering	yes
Light Fixture	no

BEDROOM 1

Walls/Ceiling	Smalls like cigs
Floors	ok
Windows	Can't open
Screens	no Screens
Window Covering	✓
Light Fixture	no

BEDROOM 2

Walls/Ceiling	ok
Floors	ok
Windows	Can't open
Screens	none
Window Covering	none
Light Fixture	no

BEDROOM N/A

Walls/Ceiling	
Floors	
Windows	
Screens	
Window Covering	
Light Fixture	

BATHROOM

Walls/Ceiling	ok
Floors	ok
Light Fixture	ok
Sink	ok
Toilet	ok
Tub/Shower	ok
Medicine Cabinet	ok
Window	Damage
Window Covering	yes ok
Exhaust Fan	ok
Towel Racks	none

BATHROOM

Walls/Ceiling	✓
Floors	✓
Light Fixture	✓
Sink	✓
Toilet	✓
Tub/Shower	✓
Medicine Cabinet	✓
Window	Damage
Window Covering	none
Exhaust Fan	✓
Towel Racks	none

OTHER _____

Washer/Dryer	closet doors

BANONE, LLC

MOVE IN/MOVE OUT FORM (Continued)

LIVING ROOM

Walls/Ceiling	ok
Floors	good
Light Fixture	ok
Windows	✓ Damage to lock
Window Covering	✓
Screens	no screens
Fire Place	dirty but ok

SERVICE EQUIPMENT

Air Conditioner	good
Heater	?

UTILITY AREA

Floors	ok
Walls/Ceiling	✓
Washer/Dryer	none

DINING ROOM/AREA

Walls/Ceiling	ok
Floors	ok
Light Fixture	ok
Windows	ok
Screens	none
Window Covering	ok

GARAGE/STORAGE

Floors	✓
Walls/Ceilings	✓
Light Fixture	✓
Windows	✓
Screens	none

KITCHEN

Walls/Ceiling	✓
Floors	✓
Windows	✓
Screens	none
Window Covering	✓
Light Fixture	✓
Sink	✓
Cabinets	✓
Range & Oven	✓
Refrigerator	no
Dishwasher	✓
Garbage Disposal	✓

EXTERIOR

Walls	ok
Trim	ok

LAWN/LANDSCAPE

good

MISCELLANEOUS

Door Opener	1 opener
Keys	2 keys

The undersigned acknowledges that the above is the condition of the Property on moving in.

Resident: [Signature]

Resident: _____

Management: _____

The undersigned acknowledges that the above is the condition of the Property on vacating the premises.

Resident: [Signature]

Resident: MS

Management: _____

BANONE, LLC

February 12, 2013

Janet Sherer
4601 Concord Village
Las Vegas, NV 89108

RE: Confirmation of residency and lease agreement – Concord Village.

Dear Ms. Sherer:

According to your lease at 4601 Concord Village, Las Vegas, NV 89108 and dated June 1, 2010 and ending on May 31, 2013 the following persons are listed as occupants and are permitted to reside on the property.

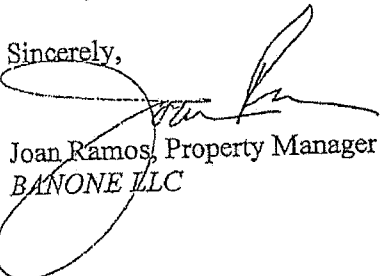
1. Janet Sherer
2. Micahel Barnes
3. Adam Sherer
4. Joshua Barnes
5. Katie Barnes

The rent due per month is \$925 due and payable by the 1st of every month. This does not include late fees that may accrue after such date.

Please contact me should you need further details of your lease. I may be reached at 702-362-3030 Ext 5.

Thank you.

Sincerely,



Joan Ramos, Property Manager
BANONE LLC

THIS DOCUMENT CONTAINS A TRUE WATERMARK HOLD UP TO LIGHT TO VIEW

WESTERN UNION	MONEY ORDER	WESTERN UNION FINANCIAL SERVICES INC. - ISSUER	
Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado		Englewood, Colorado	

14-609659403

A 724397 D 070813
T 1942 02
146096594033 L 000000 \$ 150.00

PAY EXACTLY ONE HUNDRED FIFTY DOLLARS AND NO CENTS
PAY TO THE ORDER OF

PAYMENT FOR ACCT. # *Rent*

5113 Church St. Las Vegas NV 89107 *Norma Freedman*
PURCHASER'S ADDRESS PURCHASER'S SIGNATURE

⑆102100400⑆ 40146096594033⑈

THIS DOCUMENT CONTAINS A TRUE WATERMARK HOLD UP TO LIGHT TO VIEW

WESTERN UNION	MONEY ORDER	WESTERN UNION FINANCIAL SERVICES INC. - ISSUER	
Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado		Englewood, Colorado	

14-609659402

A 724397 D 070813
T 1941 02
146096594024 L 000000 \$ 750.00

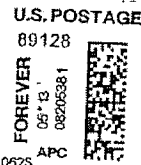
PAY EXACTLY SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS
PAY TO THE ORDER OF

PAYMENT FOR ACCT. # *Rent*

5113 Church St. Las Vegas NV 89107 *Norma Freedman*
PURCHASER'S ADDRESS PURCHASER'S SIGNATURE

⑆102100400⑆ 40146096594024⑈

6304 Guadalupe ave.
Las Vegas NV. 89108



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

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. MoneyGram image visible on the other side when held at an angle or rubbed with coin.

MoneyGram
Money Orders

INTERNATIONAL MONEY ORDER

07/11/2013

10358056357
MONEY ORDER

PAY TO THE ORDER OF: LSN Nevada Trust

PAY EXACTLY: ***1300099000
THREE HUNDRED **
DOLLARS 00 CENTS

71965204120001
056060 192143357

MONEY ORDER NUMBER: R103580563570

CALL 1-800-542-3590 TO VERIFY

TO VALIDATE: Touch the stop sign, then watch it fade and reappear.

STOP SIGN

IMPORTANT: SEE BACK FOR CASHING

PURCHASER, SIGNER OR DRAWER: Armando Jimenez

ADDRESS: 1745 Village Center Cir Las Vegas NV 89134

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.

⑆091916187⑆1035 80563570⑈ 90

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. MoneyGram image visible on the other side when held at an angle or rubbed with coin.

MoneyGram
Money Orders

INTERNATIONAL MONEY ORDER

07/11/2013

10358056356
MONEY ORDER

PAY TO THE ORDER OF: LSN Nevada Trust

PAY EXACTLY: ***1500099000
FIVE HUNDRED ***
DOLLARS 00 CENTS

71965204120001
056060 192143356

MONEY ORDER NUMBER: R103580563560

CALL 1-800-542-3590 TO VERIFY

TO VALIDATE: Touch the stop sign, then watch it fade and reappear.

STOP SIGN

IMPORTANT: SEE BACK FOR CASHING

PURCHASER, SIGNER OR DRAWER: Armando Jimenez

ADDRESS: 1745 Village Center Cir Las Vegas NV 89134

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.

⑆091916187⑆1035 80563560⑈ 90

Banone LLC

Expenses



8/13/2013	Please Remit Payment	INVOICE	
CUSTOMER NAME / ADDRESS		Invoice #	1046
LSN Nevada Trust Lynita Nelson 1745 Village Center Las Vegas, NV 89134			
Contact Person		Scheduled	
Customer Ph	(702) 875-3363	8/13/2013	
Alt. Phone		Access / Code	
Customer Fax			
E-mail		Collect \$	
Pay online Coming soon!		Info@ClarkCountyBuilders.com	

59 Toggle Street Henderson, NV 89012		Visa and Master cards NOW ACCEPTED!	
License # 74519 C-3 Bonded and Insured (\$120K) Bid Limit License # 77092 B-2 General & Small Commercial Bid Limit (240k)			
Fax #	702-798-5600	Phone #	702-798-1600

Class	Description	Qty	Rate	TOTAL
Churchill 5113	Remove and reset new porcelain toilet. Includes all setting supplies. Check the finished installation for leaks and proper operation. Disposal of old unit is included.	1	320.00	320.00

Clark County Builders has supplied and installed all materials and labor above.
Clean up and removal of waste is included.
IMPORTANT INFORMATION, PLEASE READ:
This invoice is for the completion of the work described above. It is based on our final evaluation and does not include materials or labor required due to unforeseen problems that may arise after the work is complete.
A 12 month guarantee is provided on all completed labor.
Full payment is now due by cash, check or charge.
Thank you for your business! We look forward to serving you again.

Total	\$320.00
Payments/Credits	\$0.00
Balance Due	\$320.00

4 Air Conditioning LLC

3019 SANTA MARGARITA STREET
(702) 876-6834
LAS VEGAS, NEVADA 89146-6534
License #012199-A

pd cr #1613
7/14/13

AAPP 5136

Lindell Income

NEW LIFE MISSION INC
DBA NEW LIFE MISSION

3611 UNDELL RD STE 108A
LAS VEGAS NV 89103-1241

1348

94-721224 NV
61379

July 14 - 2013

Pay to the order of LSN Nevada Trust

\$ 2,500.00

Two Thousand Five Hundred only

Bank of America

ACH RT 122400724

Payable (Rent July 2013)

per far in

0001348 122400724 50009252151

1 immediately. So just so everybody knows so that we can get it
2 there. So if they make a decision before that, I'll be glad
3 to entertain anything before that date depending if it's
4 resolved by the supreme court one way or another.

5 MS. PROVOST: Thank you, Your Honor.

6 MS. FORSBERG: Thank you, Your Honor.

7 (PROCEEDINGS CONCLUDED AT 16:49:04)

8 * * * * *

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

12

13

Adrian Medrano

14

Adrian N. Medrano

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D-09-411537-D

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES****August 01, 2013**

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

August 01, 2013 4:00 PM All Pending Motions

HEARD BY: Sullivan, Frank P.**COURTROOM:** Courtroom 05**COURT CLERK:** Helen Green**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, not present
Lynita Nelson, Defendant, Counter Claimant, present	Robert Dickerson, Attorney, not present
Rochelle McGowan, Other, not present	Jeffrey Luszeck, Attorney, present

JOURNAL ENTRIES

- ORDER TO SHOW CAUSE...STATUS CHECK: TRANSFER DEEDS

Robert Dickerson, Esq., #945, appeared telephonically.

Court reviewed the case.

Argument by counsel regarding Order to Show Cause and Transfer Deeds.

Discussion regarding spousal support and a Charging Order.

Plaintiff stated he would provide an accounting of the Lindell properties from January and write Defendant a check for 50% of the proceeds by Friday, August 9, 2013.

PRINT DATE: 08/06/2013	Page 1 of 3	Minutes Date: August 01, 2013
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D-09-411537-D

Ms. Provost requested Attorney's Fees.

COURT ORDERED:

1. Plaintiff shall provide an ACCOUNTING for BANONE, LLC rental properties to Mr. Dickerson's office for June and July of 2013 going forward, by 5:00 P.M. August 16, 2013,
2. Plaintiff shall provide an ACCOUNTING of the LINDELL properties from January 1, 2013 to present to Mr. Dickerson's office along with a check for Defendant for her half of the proceeds by 5:00 P.M. August 9, 2013, which is subject to modification at next hearing. FURTHER, Plaintiff shall provide an ACCOUNTING for the LINDELL properties from January 1, 2010 through January 1, 2013 to Mr. Dickerson's office by 5:00 P.M. August 30, 2013 along with a check for Defendant for her half of the proceeds, which is subject to modification at next hearing.
3. Counsel for the Trust shall have until August 23, 2013, to brief the issue on the CHARGING ORDER and any DISTRIBUTIONS on any payments, as well as the issue of receivership. Mr. Dickerson shall have until August 30, 2013 to respond to counsel's brief. Counsel may submit a memorandum of Costs and request for Attorney's Fees.
4. Status Check SET for September 4, 2013 at 3:00 P.M.
5. The Order to Show Cause shall be CONTINUED TO September 4, 2013 regarding the payment of the \$1,200,000.00.
6. Per STIPULATION of counsel, and, In accordance with EDCR 7.50, the MINUTE ORDER shall suffice as the Order.

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

Canceled: August 15, 2013 11:00 AM Motion

August 15, 2013 1:30 PM Motion

PRINT DATE:	08/06/2013	Page 2 of 3	Minutes Date:	August 01, 2013
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D-09-411537-D


Courtroom 05
Sullivan, Frank P.

September 04, 2013 3:00 PM Order to Show Cause
Courtroom 05
Sullivan, Frank P.

September 04, 2013 3:00 PM Status Check
Courtroom 05
Sullivan, Frank P.

Canceled: September 17, 2013 10:00 AM Motion

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



CLERK OF THE COURT

OPP

MARK A. SOLOMON, ESQ.

Nevada State Bar No. 0418

E-mail: msolomon@sdfnvlaw.com

JEFFREY P. LUSZECK

Nevada State Bar No. 9619

E-mail: jluszeck@sdfnvlaw.com

SOLOMON DWIGGINS & FREER, LTD.

Cheyenne West Professional Centre

9060 W. Cheyenne Avenue

Las Vegas, Nevada 89129

Telephone No.: (702) 853-5483

Facsimile No.: (702) 853-5485

Attorneys for Nola Harber, 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: September 4, 2012**

) **HEARING TIME: 3:00 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 IMPOSITION OF CHARGING ORDER AND APPOINTMENT OF
RECEIVER**

Nola Harber, Distribution Trustee ("Trustee") of the ERIC L. NELSON NEVADA TRUST

1 dated May 30, 2001 ("ELN Trust"), by and through her counsel, Solomon Dwiggins & Freer, Ltd.,
2 hereby files her Opposition to the Imposition of a Charging Order and Appointment of a Receiver.

3 DATED this 23rd day of August, 2012.

4 SOLOMON DWIGGINS & FREER, LTD.

5
6 By: 

7 MARK A. SOLOMON, ESQ.

8 Nevada State Bar No. 0418

9 JEFFREY P. LUSZECK

10 Nevada State Bar No. 9619

11 Cheyenne West Professional Centre'

12 9060 West Cheyenne Avenue

13 Las Vegas, Nevada 89129

14 *Attorneys for Nola Harber, Distribution*

15 *Trustee of the ERIC L. NELSON*

16 *NEVADA TRUST dated May 30, 2001*

17
18
19 **MEMORANDUM OF POINTS AND AUTHORITIES**

20 **A. The Imposition of A Charging Order Against the ELN Trust Would Violate Nevada**
21 **Statutes.**

22 At an August 1, 2013, hearing this Court expressed its belief that it could enter a charging
23 order against the ELN Trust for distributions made to Eric Nelson based upon statutes from other
24 jurisdictions. Irrespective of whether other jurisdictions allow for the imposition of such a charging
25 order, Nevada does not. Specifically, NRS 166.120 provides:

- 26 1. A spendthrift trust as defined in this chapter restrains and prohibits generally
27 the assignment, alienation, acceleration and anticipation of any interest of the
28 beneficiary under the trust by the voluntary or involuntary act of the
beneficiary, or by operation of law or any process or at all. The trust estate,
or corpus or capital thereof, shall never be assigned, aliened, diminished or
impaired by any alienation, transfer or seizure so as to cut off or diminish the
payments, or the rents, profits, earnings or income of the trust estate that
would otherwise be currently available for the benefit of the beneficiary.
2. Payments by the trustee to the beneficiary, whether such payments are
mandatory or discretionary, must be made only to or for the benefit of the
beneficiary and not by way of acceleration or anticipation, nor to any assignee
of the beneficiary, nor to or upon any order, written or oral, given by the
beneficiary, whether such assignment or order be the voluntary contractual
act of the beneficiary or be made pursuant to or by virtue of any legal process
in judgment, execution, attachment, garnishment, bankruptcy or otherwise,
or whether it be in connection with any contract, tort or duty. Any action to
enforce the beneficiary's rights, to determine if the beneficiary's rights are
subject to execution, to levy an attachment or for any other remedy must be

made only in a proceeding commenced pursuant to chapter 153 of NRS, if against a testamentary trust, or NRS 164.010, if against a nontestamentary trust. A court has exclusive jurisdiction over any proceeding pursuant to this section.

3. The beneficiary shall have no power or capacity to make any disposition whatever of any of the income by his or her order, voluntary or involuntary, and whether made upon the order or direction of any court or courts, whether of bankruptcy or otherwise; nor shall the interest of the beneficiary be subject to any process of attachment issued against the beneficiary, or to be taken in execution under any form of legal process directed against the beneficiary or against the trustee, or the trust estate, or any part of the income thereof, but the whole of the trust estate and the income of the trust estate shall go to and be applied by the trustee solely for the benefit of the beneficiary, free, clear, and discharged of and from any and all obligations of the beneficiary whatsoever and of all responsibility therefor.

4. The trustee of a spendthrift trust is required to disregard and defeat every assignment or other act, voluntary or involuntary, that is attempted contrary to the provisions of this chapter. (Emphasis Added).

Further, pursuant to NRS 21.090(1), the assets owned by the ELN Trust are exempt from execution of this Court's orders:

(cc) Regardless of whether a trust contains a spendthrift provision:

- (1) A distribution interest in the trust as defined in NRS 163.4155 that is a contingent interest, if the contingency has not been satisfied or removed;
- (2) A distribution interest in the trust as defined in NRS 163.4155 that is a discretionary interest as described in NRS 163.4185, if the interest has not been distributed;
- (3) A power of appointment in the trust as defined in NRS 163.4157 regardless of whether the power has been exercised;
- (4) A power listed in NRS 163.5553 that is held by a trust protector as defined in NRS 163.5547 or any other person regardless of whether the power has been exercised; and
- (5) A reserved power in the trust as defined in NRS 163.4165 regardless of whether the power has been exercised.

(dd) If a trust contains a spendthrift provision:

- (1) A distribution interest in the trust as defined in NRS 163.4155 that is a mandatory interest as described in NRS 163.4185, if the interest has not been distributed; and
- (2) Notwithstanding a beneficiary's right to enforce a support interest, a distribution interest in the trust as defined in NRS 163.4155 that is a support interest as described in NRS 163.4185, if the interest has not

1 been distributed.

2 Finally, even Lynita's Counsel in its May 7, 2013, correspondence to the Senate Committee
3 on Judiciary conceded that a district court cannot impose a charging order against a self-settled
4 spendthrift trust. *See* Memorandum from Robert P. Dickerson in Support of AB378 dated May 7,
5 2013, attached hereto as **Exhibit 1**. For these reasons, it would be inappropriate for this Court to
6 impose a charging order on the ELN Trust.

7 **B. Ms. Nelson's Request For The Appointment Of A Receiver Is Without Merit And**
8 **Unsubstantiated By Evidence Justifying The Harsh And Extreme Remedy Of A**
9 **Receiver.**

10 At the August 1, 2013, hearing, Lynita's Counsel, without any briefing, renewed their request
11 that this Court appoint a receiver over the ELN Trust based upon their belief that this Court had
12 jurisdiction to do so. This is the identical request that Lynita made in her Countermotion for Receiver
13 filed on March 26, 2013, which was denied by this Court. *See* Order from April 10, 2012, Hearing
14 and Injunction, attached hereto as **Exhibit 2**. Since the request for an appointment of a receiver was
15 made in open Court, the ELN Trust presumes that Lynita will raise the identical issues raised in her
16 Countermotion for Appointment of Receiver, which fails for the reasons set forth below.

17 First, NRS 166.120 and NRS 21.090(1) also preclude this Court from appointing a receiver
18 for the same reasons why a charging order is inappropriate.

19 Second, Lynita has failed to show that NRS 32.010 applies to a self-settled spendthrift trust
20 or even that a receiver can be appointed over a trust. Indeed, as Lynita has recognized in other
21 pleadings, a trust is "not a legal entity" and a "judgment for a legally nonexistent entity is a nullity."
22 *See Causey v. Carpenters Southern Nevada Vacation Trust*, 95 Nev. 609, 600 P.2d 244 (1979)
23 Consequently, a receiver cannot be appointed over the ELN Trust as a matter of law, and the ELN
24 Trust is aware of no authority which allows the appointment of a receiver over a trustee.

25 Third, this Court should also deny Lynita's request because the appointment of a receiver is
26 a "harsh and extreme remedy which should be used sparingly and only when securing of ultimate

1 justice requires it.” *Hines v. Plant*, 99 Nev. 259, 261, 661 P.2d 880, 881-82 (Nev. 1983).¹ The
2 majority of courts, including the Nevada Supreme Court, have held that the appointment of a receiver
3 is improper where remedies such as injunctive relief, a restraining order, attachment or the provision
4 of a bond to protect creditors will afford relief.² As explained by the Nevada Supreme Court:

5 The reasons for the above rules are fundamental: appointing a
6 receiver to supervise the affairs of a business is potentially costly, as
7 the receiver typically must be paid for his or her services. A
8 receivership also significantly impinges on the right of individuals or
corporations to conduct their business affairs as they see fit, and may
endanger the viability of a business. The existence of a receivership
can also impose a substantial administrative burden on the court.

9 *Hines*, 99 Nev. at 261, 661 P.2d at 882. Therefore, the court should not appoint a receiver if injury
10 resulting from the appointment outweighs the injury the applicant seeks to deter. *See Lynch v. Lynch*,
11 277 S.W.2d 692, 694 (Mo. Ct. App. 1955) (holding that a “receiver should be appointed only when
12 the court is satisfied that the appointment will promote the interests of one or both parties, that it will
13 prevent manifest wrong, imminently impending, and that the injury will not be greater than the injury
14 sought to be averted.”).

15 In *Browning v. Blair*, 169 Kan. 139, 145, 218 P.2d 233, 238 (Kan. 1950), the court held that
16 because the evidence showed that the property in possession of defendant, “a competent newspaper
17 man of many years experience, had been improved, necessary repairs made, and the size of the
18

19 ¹ Indeed, even the cases relied upon by Lynita in her Countermotion for Appointment
20 of Receiver, *Bowler v. Leonard*, 70 Nev. 370, 384, 269 P.2d 833, 841 (Nev. 1954) and *Sugarman*
21 *C. v. Morse Brothers*, 50 Nev. 191, 200 - 201, 255 P. 1010 (Nev. 1927), stand for the proposition
that a “receivership is generally regarded as a remedy of last resort.”

22 ² See e.g., *Hines*, 99 Nev. at 261, 661 P.2d at 882 (reversing the appointment of a
23 receiver because, *inter alia*, injunctive relief would have remedied Defendant’s interference the
24 shareholder’s court ordered observation of the business); *North Side Bank v. Wachendorfer*, 585
25 S.W.2d 789, 792 (Tex. Ct. App. 1979) (citing *City Nat’l Bank v. Pigg*, 63 S.W.2d 327 (Tex. Ct. App.
1933)) (reversing the trial court’s appointment of a receiver where a temporary restraining order
26 would have effectively maintained the status of the property and protect the rights of the parties);
Hawkins v. Aldridge, 7 N.E.2d 34, 38 (Ind. 1937) (setting aside the appointment of a receiver despite
27 representations made by a debtor of his intention to cheat or delay his creditors where the remedy
of attachment was available); *Irwin v. Willis*, 43 S.E.2d 691, 699-700 (Ga. 1947) (holding that the
28 trial court improperly appointed a receiver where the owner of the property provided a bond to fulfill
any liability incurred as a result of a fire on the premises).

1 newspaper increased from four to eight pages....[a] receiver should [not] be appointed where it may
2 do irreparable injury to others or where greater injury is likely to result from such appointment than
3 that if none were made.” *Id.* (“It is only in cases of the greatest emergency that courts are warranted
4 in tying up a business or property by appointing a receiver to take it from the control of the owners;
5 neither should a receiver be appointed unless it is absolutely necessary and there is no other adequate
6 remedy) (*Emphasis added*).

7 Evidence in support of an application for a receiver must be furnished by testimony of a
8 witness, sworn pleadings, or an affidavit. *See Lakeview Townhomes of California Club, Inc. v. Coral*
9 *Gables Federal Sav. and Loan Ass’n*, 656 So.2d 240, 240 (Fla. Ct. App. 1995) (Reversing order
10 appointing receiver “as the order was entered without testimony, sworn pleadings or an affidavit
11 demonstrating a show of ‘waste’ which impairs the equity of security.”). General accusations or
12 conclusory allegations are insufficient to sustain an application for a receiver. *Modern Collection*
13 *Associates, Inc. v. Capital Group, Inc.*, 140 A.D.2d 594 (N.Y. App. Div. 1988) (“The plaintiff’s
14 conclusory allegations are inadequate to substantiate its claim that Capital’s assets, which are now
15 owned by TSC, are in danger of being removed from the State” and justify receivership). Here,
16 Lynita has incredulously failed to introduce any evidence as to why a receiver should be appointed.

17 Finally, appointment of a receiver is outweighed by the injury to the ELN Trust and its
18 beneficiaries, which include Eric and Lynita. The appointment of a receiver is costly and will greatly
19 add to the expense of litigation. To date, the Parties have spent over a million dollars in legal fees
20 in this Divorce Proceeding. Upon information and belief, Lynita will seek to have any and all fees
21 incurred by a receiver paid by the ELN Trust. The appointment of a receiver would also likely
22 impinge upon the ability of Eric, the Investment Trustee, to manage and invest the ELN Trust as
23
24
25
26

1 required by the terms of the ELN Trust,³ Nevada statutes⁴ and treatises⁵ thereby endangering the
2 viability of the assets and/or business interests of the ELN Trust. As this Court has recognized on
3 numerous occasions, Eric is a proven and successful businessman and both the ELN Trust and LSN
4 Trust have acquired great wealth as a result of his efforts. Appointing a receiver who is not familiar
5 the management/operation of distressed assets could have a disastrous effect on the value of said
6 assets. Further, the appointment of a receiver will impose a substantial administrative burden on this
7 Court.

8 In light of the foregoing, Lyntia's request for the appointment of a receiver is improper and
9 must be denied.

10 **C. Request to Stay Imposition of Charging Order and/or Receiver Pending Appeal**
11 **and/or Resolution to the Nevada Supreme Court for an Extraordinary Writ.**

12 If this Court is inclined to impose a charging order or appoint a receiver, the ELN Trust
13 respectfully requests a thirty day stay to afford the ELN Trust the ability to file an appeal or
14 extraordinary writ. NRCP 62 authorizes this Court to grant a stay pending appeal. If this Court is
15 inclined to impose a charging order and/or a receiver, the ELN Trust respectfully request that this
16 Court grant a stay so that the ELN Trust can file an appeal or a writ of prohibition with the Nevada
17 Supreme Court. Pursuant to NRAP 8(1)(2)(A), the Nevada Supreme Court will not entertain a
18 motion to stay pending appeal or resolution of original writ proceedings unless or until the appellant
19 is able to show that (1) "moving first in the district court would be impracticable;" or (2) the "district
20 court denied the motion or failed to afford the relief requested. . ." Consequently, a stay should be

21 ³ See ELN Trust at Article III, Section 3.1 and Article XII, Section 12.1(b), Section
22 12.1(e), Section 12.1 (f), Section 12.1(o), Section 12.1 (t), Section 12.1(v) and Section 12.1(aa)

23 ⁴ See NRS 164.715 ("A trustee shall invest and manage the trust property solely in the
24 interest of the beneficiaries"); NRS 164.740 (duty to comply with prudent investor rule); NRS
164.750 ("A trustee shall diversify the investments of the trust. . .").

25 ⁵ See 76 Am. Jur. 2d Trusts § 435 ("Under the general law . . . [a trustee] must exercise
26 his or her independent discretion and judgment in reference to the investment of funds, even where
27 broad discretionary power of investment is given, although provisions enlarging his or her power to
28 invest are strictly construed."); G. Bogert, The law of Trusts and Trustees § 611 (3d ed. 2010) ("The
duty to invest and make the trust property productive must be performed within a reasonable time,
considering the difficulty or ease of finding an appropriate investment and other circumstances.")

1 granted if this Court is inclined to impose a charging order or appoint a receiver.

2 **D. The ELN Trust Should be Awarded its Attorneys' Fees and Costs.**

3 The ELN Trust should be awarded its attorneys' fees and costs for filing the instant opposition
4 as Nevada law specifically prohibits the imposition of a charging order and/or receiver over a self-
5 settled spendthrift trust.

6 DATED this 23rd day of April, 2012.

7 **SOLOMON DWIGGINS & FREER, LTD.**

8
9 By: 

10 MARK A. SOLOMON, ESQ., NSB #0418
11 JEFFREY P. LUSZECK, ESQ., NSB # 9619
12 Cheyenne West Professional Centre
13 9060 West Cheyenne Avenue
14 Las Vegas, Nevada 89129
15 *Attorneys for Nola Harber, Distribution*
16 *Trustee of the ERIC L. NELSON*
17 *NEVADA TRUST dated May 30, 2001*
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

EXHIBIT 1

THE DICKERSON LAW GROUP

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

MEMORANDUM FROM ROBERT P. DICKERSON IN SUPPORT OF AB378

May 7, 2013

SENATE COMMITTEE ON JUDICIARY

Senator Tick Segerblom - Chair; tsegerblom@sen.state.nv.us
Senator Ruben Kihuen - Vice Chair; ruben.kihuen@sen.state.nv.us
Senator Aaron D. Ford; aaron.ford@sen.state.nv.us
Senator Justin C. Jones; justin.jones@sen.state.nv.us
Senator Greg Brower; greg.brower@sen.state.nv.us
Senator Scott Hammond; scott.hammond@sen.state.nv.us
Senator Mark Hutchison; mark.hutchison@sen.state.nv.us

Dear Chairman Segerblom and Members of the Senate Judiciary Committee:

I am a licensed Nevada attorney since 1976, practicing primarily in family law for the past 20 years. I am a past President of the State Bar of Nevada, past President of the Clark County Bar Association and past member of the Board of Governors.

I testified before the Assembly Committee on Judiciary in support of AB378 on April 5, 2013. With amendment, AB378 was passed out of the Assembly Committee on Judiciary and passed by the full Assembly 39-0.¹ AB378 is now for consideration by the Senate Committee on Judiciary. I solicit your vote in favor of AB378 which will be a vote exercised in support of the families in Nevada and a continuation of sound public policy requiring family support in the event of a divorce or the termination of a domestic partnership.

I am aware of the recent opposition to AB378 by Layne Rushforth, Steve Oshins, Julia Gold and various bank and trust companies. I have met with Mr. Rushforth, Mr. Oshins and Ms. Gold in an effort to discuss AB378 and SB307 which is a bill that they have proposed be approved by the Nevada State Legislature to reform multiple areas of the Nevada Revised Statutes. In particular, many of the revisions proposed in SB307

¹ 2 voting members of the Assembly were excused and 1 seat in the Assembly is currently vacant.

would change existing Nevada law to the protection of persons with great wealth and to the detriment of any creditor seeking to set aside a Nevada trust, including a spouse or child of the settlor. To be clear, I do not desire to harm the trust and estates business in Nevada. My primary concern lies with the effect that a failure to pass AB378 and/or the passage of SB307 would have on the ability of the spouse or child of the settlor of a trust to be supported from trust assets.

Summary of Purpose of AB378

Nevada is one of only two states (Utah being the other) of the 15 states which have an existing structure for the creation of self-settled spendthrift trusts which has no statutory language allowing for a spouse or child to be an exception creditor of the trust. A self-settled spendthrift trust is a spendthrift trust that includes the trust's settlor as a beneficiary. From 1999, when Nevada first enacted law allowing for the creation of self-settled spendthrift trusts, through the current date, there has never been an effort to address the effect of this type of trust on domestic support obligations. This is not because the problem did not exist. Rather, because a self-settled spendthrift trust is an estate planning vehicle for the very wealthy, and a highly technical field of trust practice, most persons, attorneys included, know nothing to very little about this area of law and have not had to deal with the fallout of one of these trusts on a regular basis.

Those who practice law in this area are proud of the fact that Nevada currently has no statutory exception creditors. It is their core selling point of why someone should create a Nevada trust. I do not believe that such practitioners support the avoidance of domestic support obligations. However, is it best for Nevada to protect the wealthy and big business to the detriment of its citizens? Because of the significant impact AB378 could have on the ability to attract new trust business to Nevada there is a great divergence of opinion and position between the estates and trusts attorneys in this state and the family law attorneys on the issue of exception creditors which remains unresolved despite several lengthy discussions.

Section 1.3 of AB378 proposes creating a creditor exception for a settlor's child, spouse or domestic partner, or former spouse or domestic partner which would allow such persons the ability to obtain a judgment enforceable against the trust assets. Section 1.6 of this bill addresses the transfer of community property to a spendthrift trust. Section 1.9 of this bill prohibits certain persons, who are the relatives or subordinates of the settlor from serving as the distribution trustee of a self-settled spendthrift trust. The opposition has indicated that it is against AB378 for the following reasons: (1) allowing any creditor to reach assets that were validly transferred to a spendthrift trust *may* trigger an unintended estate-tax inclusion; (2) it imposes administrative burdens on a trustee by allowing attachments and garnishments; and (3) it does not protect "old and cold" transfers that were made to a spendthrift trust without

the intent to defraud; and (4) it restricts those persons who can serve as a distribution trustee. In general, the position of the opposition is that AB378 would harm estates and trust business in Nevada.

Arguments in Support of AB378

In support of AB378 I offer the following reasoning:

1. Public Policy. By far the most compelling argument for an exception to the existing spendthrift trust statutes to allow for child support and spousal maintenance is the public policy argument. Nevada's child support statutes have been enacted to ensure that parents comply with their obligation for support of their children. Similarly, Nevada law allows for the payment of spousal support to the current or former spouse or domestic partner for his or her support as a result of a valid marriage or domestic partnership. To continue to have no exception to Nevada's spendthrift trust law for the support of children would continue to allow a "deadbeat parent" to enjoy the benefits of his or her trust, while at the same time being immune from his or her family support obligations that are justly due, while the State of Nevada pays for the support of his or her children. It is not sound public policy for the State of Nevada to use welfare funds to support a trust beneficiary's children or spouse, while the same beneficiary stands behind the shield of immunity created by a spendthrift trust provision. To endorse such a policy and to permit the situation which we have described above would be to invite disrespect for the administration of justice.

The Restatement (Second) Of Trusts Section 157 (1959) also cites public policy as a reason to restrict enforcement of spendthrift trust provisions for child support and alimony claims. It provides that a trust beneficiary's interest can be reached to satisfy claims for: 1) alimony; 2) child support; 3) the provider of necessary services or supplies furnished to a trust beneficiary; 4) the United States or a state for [tax] claims against the beneficiary.

In summary, the thrust of the public policy argument to except child support and alimony from the spendthrift trust rules appears to be that a trust beneficiary should not be able to reap the benefits of the trust while at the same time neglecting his or her social and legal obligation or responsibility to his child or former spouse.

2. Uniformity among state laws. The second argument made for an exception to the spendthrift rules for child support and alimony is uniformity. As stated above, 13 of the 15 states with statutory schemes for the creation of self-settled spendthrift trusts

make exceptions to the spendthrift rules for child support and alimony.² Utah is the only other state besides Nevada without exception creditors and that is a new change occurring only this year. While Utah has removed its exception creditor language it has not made it so a trust beneficiary can escape his or her domestic support obligations. Under Utah's new statutory scheme, at least 30 days before making a distribution to the settlor, the trustee must send notice of the proposed distribution to any child support creditor of the settlor. This language assists child support creditors and prevents a trust beneficiary from reaping the benefits of the trust while at the same time neglecting his or her social and legal obligation or responsibility to his child. Even South Dakota, which this year amended its exception creditor statutes to lessen the application of its creditor exceptions to a divorcing spouse, child support, or alimony obligation which predates the transfer of property to a trust, has not completely done away with exception creditors.

Conflicts of law between states are bound to arise. The Restatement (2d) Conflicts 1969, section 273(b) and comment c, provides that personal property in a trust is governed by the state law designated by the settlor in the trust. Thus, for example, if a Wyoming settlor selects Nevada law as the governing law for his or her trust, then later a claim for child support is made in a Wyoming court - a state that excepts child support from its spendthrift laws - then an order for child support issued by a courts in Wyoming may not be honored. This apparent anomaly only invites conflict and confusion and suggests the need for more uniformity among the various states. This lack of uniformity invites attacks on valid trusts which are less likely to exist if Nevada also became a state with specific creditor exemptions.

3. Legal precedent exists for priority of claims. There is precedent under federal law for preferences for certain types of creditor claims. For example, under the federal bankruptcy laws, certain creditors have priority for payment from the bankruptcy estate over other creditors. Domestic support obligation claims are one such exception. These claims receive special treatment in bankruptcy and are given priority over many other types of claims, including tax obligations. If a claim is determined to be domestic support obligation priority claim, then it has to be repaid first, before other claims are paid out of the debtor's assets. By placing domestic support obligation claims in a position of priority the federal bankruptcy laws ensures that families are less likely to require the support of the state or federal government.

² 12 states - South Dakota, Ohio, Tennessee, Delaware, Wyoming, Rhode Island, New Hampshire, Missouri, Hawaii, Virginia, Oklahoma, and Colorado have a statutory scheme with a creditor exception for the payment of child support. 9 of these states - South Dakota, Alaska, Ohio, Tennessee, Delaware, Rhode Island, New Hampshire, Hawaii and Colorado have an additional creditor exception for a divorcing spouse. 9 of these states again extend a creditor exception for the payment of alimony - South Dakota, Ohio, Tennessee, Delaware, Rhode Island, New Hampshire, Missouri, Hawaii and Colorado.

4. Existing system creates roadblocks to collection. Under existing Nevada law, alimony and child support arrearages cannot be paid directly by a trustee from trust assets. Principal and income of a valid spendthrift trust are free from the claims of creditors - including claims for alimony and child support - and are protected until actually paid over to the trust beneficiary. Trust beneficiaries can avoid payment of legitimate domestic support claims by never receiving monetary distributions, but ensuring all of the settlor's wants, desires, and needs are satisfied with trust assets through the direct payment of the settlor's bills by the trustee. The current system additionally makes it easier for a debtor to secret funds while making it harder for a creditor to satisfy his or her or its claim. AB378 seeks to remove these collection roadblocks when child support and alimony are involved, creating a more efficient system which would be to allow child support and alimony to be attached and collected at the source of payment, that is, directly from the trustee before disbursement is made to the settlor/beneficiary. Such a system would be efficient and more compatible with the public policy of speedy collection of child support and alimony arrearages.

Address of Opponents Arguments Against AB378

I understand the positions of the opposition as stated in Mr. Rushforth's May 7, 2013 memo letter to this Committee. I attempt to address these below:

1. The unintended consequence of triggering estate tax - I do not believe AB378 as presently drafted is a perfect bill. However, it is imperative to families in Nevada that there be some change to existing law to avoid the problems of a "deadbeat parent" and "angry ex-spouse" who actively seeks to ignore court orders for family support through the protections of the current spendthrift trust laws.

In an effort to address some of the concerns expressed by the opposition I have informally proposed to the opposition an amendment which is similar to the Wyoming exception creditor statute and would add language to AB378 proposing that the exception creditor language only become effective in the event the settlor became more than 30 days late in satisfying any order for child or spousal support.

Wyoming's statute (4-10-520) reads:

Limitations on qualified trust property

- (a) The provisions of W.S. 4-10-510 through 4-10-523, do not apply in any respect to:
 - (i) Any person to whom a settlor is indebted on account of an agreement or order of court for the payment of

support in favor of the settlor's children if the settlor is in default by thirty (30) or more days of making a payment pursuant to the agreement or order.

By this compromise, the onus would be on the settlor to voluntarily satisfy his or her domestic support obligations or face the consequences of AB378 and the taxation of the settlor's estate upon his or her death. This compromise has been rejected by the opposition as they will not agree to any language which creates an exception creditor category in Nevada law.

The core concern for estate and trust planning attorneys is that IRC Section 20.2036(1) appears to suggest that the entirety of a settlor's estate will be included for estate tax purposes if any creditor of the settlor may reach the trust assets, including for the payment of domestic support obligations. Specifically, if the decedent's spouse or minor child could reach the assets in satisfaction of the decedent's duty of support, they argue Section 2036 would apply. As explained below, 13 of the 15 states which have a statutory scheme for domestic self-settled spendthrift trusts³ have exceptions for certain "family claims". Because domestic self-settled spendthrift trusts have only existed for a short period of time (since 1997 elsewhere and since 1999 in Nevada), the reality of the situation is that the IRS has not yet issued a ruling on how it will interpret the taxable estate of a decedent who is the settlor of a self-settled spendthrift trust when the settlor is subject to a domestic support obligation. This is an uncertainty that likely will not be known until some decedent's estate is the lucky (or unlucky as it could play out) recipient of the IRS' final determination of this issue.

Ideally, there should be a way to protect both the settlor's intent to avoid estate taxes by the creation of the trust and the spouse or child's ability to be supported by trust assets. I am unsure what this compromise could be, as neither myself nor the opposition have been able to clearly articulate a proposal that is acceptable to both estate planning attorneys and family law attorneys. Until such a compromise can be determined, I believe that the public policy for the support of children and spouses in Nevada should win out over a settlor seeking to reap the benefits of the trust while at the same time neglecting his or her social and legal obligation and responsibility to his child or former spouse.

2. Added administrative burden on trustees - Another argument advanced by the opposition against making exceptions to the spendthrift trust rules is that it would be an administrative nightmare for trustees. This argument should be dismissed as the

³ The term "domestic self-settled spendthrift trust" is used here as the type of trust at issue is one created in Nevada or another sister-state. There are also off-shore self-settled spendthrift trusts.

issue will only become an issue when the settlor of the trust ignores his or her legal responsibilities to provide for his or her children or spouse, and a court order is entered. In most self-settled spendthrift trusts, the trustee is already paying all of the settlor's bills and providing for the settlor's needs on a daily basis. Having to satisfy one additional claim is not an overbearing burden on a trustee. It is no more a burden to do this than to pay, for example, a power bill or recurring mortgage payment. Most questions as to what actions a Court requires of a trustee when the settlor of a trust is not fulfilling his domestic support obligations can be resolved by the issuance of a specific order, naming the trust and trustee as a party to the family court action.

(3) Restrictions of persons who can serve as a distribution trustee - The opposition is correct in that NRS Chapter 166 does not require a distribution trustee for a valid Nevada self-settled spendthrift trust. However, that does not make the proposed language in Section 1.9 of AB378 moot.

The purpose of Section 1.9 of AB378 is to place limitations on who can serve as the person making discretionary distributions of trust assets to the settlor of a self-settled spendthrift trust. The goal of this language is to put into place a mechanism to help prevent fraud. Whether by being named "distribution trustee" or by mechanism of power of appointment, the supposed gate-keeper of distributions to the settlor should truly be an independent person with the ability to say "no" to the settlor, otherwise the settlor has a disguised ability to control all of the trust assets and distributions of trust property without the independent oversight required by NRS Chapter 166. As currently written, Nevada law allows anyone to serve in this capacity. While I have been told that smart estate planning attorneys are careful to use independent persons in this capacity, there are others - particularly the types of persons who would use these trusts to avoid the payment of legitimate debts - who would not think twice about installing their brother, sister, or subordinate in the distribution trustee position, and then exert total control over them. While I recognize that in reality, the job of the independent trustee is "to say no when being sued, and yes at all other times" there still should be an ability to challenge the validity of a trust when the person in that position truly is not independent of the settlor.

The language of Section 1.9 of this bill is intended to conform with the meaning of Internal Revenue Code Section 672(c) definition of "independent person". By ensuring an independent person as the trustee who can make discretionary distributions to the settlor, the public is protected from fraud. For the Internal Revenue Code, an independent person is anyone who is not the settlor's brother, sister, spouse, parents, descendant by blood or adoption, or anyone to whom the settlor sends a W-2. An independent person is a trust company, CPA, attorney, aunt, uncle, cousin, spouse's brother or sister, or any friend.

Save and except making it more difficult on a settlor to have total control over trust assets, including limitations on who can be the person who can make discretionary distributions to the settlor, should have no negative impact on anyone associated with a self-settled spendthrift trust.

The Nevada State Legislature, and in particular this Committee, is faced with the difficult task of reconciling two positions on an issue where there is apparently little middle ground. The policy behind AB378 is too important for there not to be a change to Nevada law. For the reasons expressed herein, I ask for your support of AB378.

Sincerely,

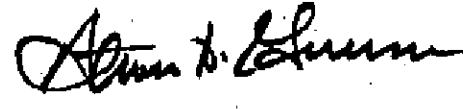
A handwritten signature in black ink, appearing to read "Robert P. Dickerson". The signature is fluid and cursive, with the first name "Robert" being more prominent.

Robert P. Dickerson

bob@dickersonlawgroup.com

EXHIBIT 2

EXHIBIT 2



CLERK OF THE COURT

1 ORDER
2 THE DICKERSON LAW GROUP
3 ROBERT P. DICKERSON, ESQ.
4 Nevada Bar No. 000945
5 KATHERINE L. PROVOST, ESQ.
6 Nevada Bar No. 008414
7 JOSEF M. KARACSONYI, ESQ.
8 Nevada Bar No. 10634
9 1745 Village Center Circle
10 Las Vegas, Nevada 89134
11 Telephone: (702) 388-8600
12 Facsimile: (702) 388-0210
13 Email: info@dickersonlawgroup.com
14 Attorneys for LYNITA SUE NELSON

12 EIGHTH JUDICIAL DISTRICT COURT
13 FAMILY DIVISION

14 CLARK COUNTY, NEVADA

16 ERIC L. NELSON,

17 Plaintiff/Counterdefendant,

18 v.

19 LYNITA SUE NELSON,

20 Defendant/Counterclaimant.

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

) DATE OF HEARING: 04/10/12
) TIME OF HEARING: 1:30 p.m.

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

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

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 FROM APRIL 10, 2012 HEARING AND INJUNCTION

8 This matter coming on for hearing on this 10th day of April, 2012, before the
9 Honorable Frank P. Sullivan, for a Decision on the ERIC L. NELSON NEVADA
10 TRUST's ("ELN Trust")¹ Motion for Payment of Attorneys Fees and Costs, Plaintiff's
11 Opposition to the Motion for Payment of Attorneys Fees and Costs and
12 Countermotion for Receiver, Additional Injunction, and Fees and Costs, and the ELN
13 Trust's Reply to Opposition and Opposition to Countermotion; ROBERT P.
14 DICKERSON, ESQ., KATHERINE L. PROVOST, ESQ., and JOSEF M.
15 KARACSONYI, ESQ., of THE DICKERSON LAW GROUP, appearing on behalf of
16 Defendant, LYNITA NELSON, and Defendant being present; RHONDA K.
17 FORSBERG, ESQ., of FORSBERG & DOUGLAS, appearing on behalf of Plaintiff,
18 ERIC NELSON, and Plaintiff being present; and MARK P. SOLOMON, ESQ., and
19 JEFFREY P. LUSZECK, ESQ., of SOLOMON, DWIGGINS, & FREER, LTD.,
20 appearing on behalf of the ELN Trust. The Court having reviewed and analyzed the
21 pleadings and papers on file herein, having researched the issues presently before the
22 Court, and having heard the arguments of counsel and the parties, and good cause
23 appearing therefore,

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28 ¹ The Motion for Payment of Attorneys Fees and Costs having been brought on behalf of the
Eric L. Nelson Nevada Trust by its Distribution Trustee, Lana Martin.

1 THE COURT FINDS that to ensure the Court will have a clear understanding
2 of all of the assets, income, expenses, and day-to-day operations of the ELN Trust at
3 the time of trial, Defendant's request for further injunctive relief is warranted pursuant
4 to EDCR 5.85, NRS 125.050, and other applicable Nevada law, and an injunction
5 prohibiting the acquisition of any new assets, or the encumbrance, or sale of existing
6 assets to maintain the status quo of the ELN trust as of 3:00 p.m. today, April 10,
7 2012, shall be issued. The ELN Trust shall not acquire any new or additional assets,
8 encumber existing assets, or sell existing assets without the specific order of the Court.

9 NOW THEREFORE,

10 IT IS HEREBY ORDERED that the ELN Trust's Motion for Payment of
11 Attorneys Fees and Costs is taken under advisement with the Court to issue a separate
12 Findings of Fact and written Order on this request.

13 IT IS FURTHER ORDERED that Defendant's requests to appoint a receiver to
14 manage the assets of the ELN Trust, and to place in a blocked account the proceeds
15 from the Mellon Bank account, and Wyoming Downs purchase are DENIED.

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1 IT IS FURTHER ORDERED that Defendant's request for additional injunctive
2 relief is GRANTED, and to preserve the status quo of the ELN Trust as of 3:00 p.m.
3 on April 10, 2012, the ELN Trust is enjoined from, and shall not acquire any new or
4 additional assets, encumber existing assets, or sell existing assets without the specific
5 order of the Court.

6 DATED this 28 day of August, 2012.

7
8 Jack B. Ames
9 DISTRICT COURT JUDGE JA

10
11 Submitted by:

12 THE DICKERSON LAW GROUP

13 By Robert P. Dickerson

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

Approved as to Form and Content:

IVEY, FORSBERG & DOUGLAS

By Rhonda K. Forsberg

23 RHONDA K. FORSBERG, ESQ.
24 Nevada Bar No. 009557
25 1020 W Horizon Ridge Pkwy #100
26 Henderson, Nevada 89012
27 Attorneys for Plaintiff

28
20 Approved as to Form and Content:

21 SOLOMON, DWIGGINS & FREER LTD

22
23 By Mark A. Solomon

24 MARK A. SOLOMON, ESQ.
25 Nevada Bar No. 000418
26 JEFFREY P. LUSZECK, ESQ.
27 Nevada Bar No. 009619
28 9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129
Attorneys for Third-Party Defendants

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Eric Nelson

Plaintiff/Petitioner

-vs-

Lynita Nelson

Defendant/Respondent

CASE NO.

D411537

DEPT.

0

**FAMILY COURT MOTION/OPPOSITION
FEE INFORMATION SHEET (NRS 19.0312)**

Party Filing Motion/Opposition:

☐ Plaintiff/Petitioner

☐ Defendant/Respondent

MOTION FOR/OPPOSITION TO IMPOSITION OF CHARGING ORDER +
APPOINTMENT OF RECEIVER

Notice

**Motions and Oppositions to
Motions filed after entry of
final Decree or Judgment
(pursuant to NRS 125,
125B & 125C)
are subject to the Re-open
Filing Fee of \$25.00, unless
specifically excluded.
(See NRS 19.0312)**

Excluded Motions/Oppositions

- ☐ Motions filed before final Divorce/Custody Decree entered
(Divorce/Custody Decree NOT final)
- ☐ Child Support Modification ONLY
- ☐ Motion/Opposition For Reconsideration (Within 10 days of Decree)
Date of Last Order _____
- ☐ Request for New Trial (Within 10 days of Decree)
Date of Last Order _____
- ☐ Other Excluded Motion _____
(Must be prepared to defend exclusion to Judge)

NOTE: If no boxes are checked, filing fee **MUST** be paid.

☒ Motion/Opp IS subject to \$25.00 filing fee

☐ Motion/Opp IS NOT subject to filing fee

Date:

August 23, 2013

Printed Name of Preparer

/s/ Jeffrey Kuszeck

Signature of Preparer

/s/ Jeffrey Kuszeck

1 RPLY
THE DICKERSON LAW GROUP
2 ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
3 JOSEF M. KARACSONYI, ESQ.
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6 Email: info@dickersonlawgroup.com
7 Attorneys for LYNITA SUE NELSON

8
9
10 EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION

11 CLARK COUNTY, NEVADA

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

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

Date of Hearing: 09/04/13
Time of Hearing: 3:00 p.m.

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

20 Necessary Parties

21
22 LANA MARTIN, as Distribution Trustee of
the ERIC L. NELSON NEVADA TRUST
dated May 30, 2001,

23 Counterclaimant
24 and Crossclaimant,

25 v.

26
27 LYNITA SUE NELSON and ERIC
28 NELSON,

1 Cross-Defendant and
2 Counterdefendant,

3 LYNITA SUE NELSON,
4 Counterclaimant, Cross-Claimant,
5 and/or Third Party Plaintiff,
6 v.
7 ERIC L. NELSON, individually and as the
8 Investment Trustee of the ERIC L. NELSON
9 NEVADA TRUST dated May 30, 2001; the
10 ERIC L. NELSON NEVADA TRUST dated
11 May 30, 2001; LANA MARTIN, individually,
12 and as the current and/or former Distribution
13 Trustee of the ERIC L. NELSON NEVADA
14 TRUST dated May 30, 2001,
15 Counterdefendant, and/or
16 Cross-Defendants, and/or
17 Third Party Defendants.

14 **REPLY TO OPPOSITION TO IMPOSITION OF CHARGING ORDER AND**
15 **APPOINTMENT OF RECEIVER**
16 **AND**
17 **REQUESTS FOR INJUNCTION AND FEES AND COSTS**

17 COMES NOW, LYNITA SUE NELSON (“Lynita”), by and through her
18 counsel, ROBERT P. DICKERSON, ESQ., and JOSEF M. KARACSONYI, ESQ., of
19 THE DICKERSON LAW GROUP, and respectfully submits for the Court’s
20 consideration at the September 4, 2013 hearing in this matter, her Reply to Opposition
21 to Imposition of Charging Order and Appointment of Receiver, and Requests for
22 Injunction and Fees and Costs (“Reply”).

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

1 This Reply is made and based upon the pleadings and papers already on file
2 herein, the Points and Authorities attached hereto, and any other evidence the Court
3 may adduce at the hearing on this matter.

4 DATED this 30th day of August, 2013.

5 THE DICKERSON LAW GROUP

6
7 By Joel Karacsonyi
8 ROBERT P. DICKERSON, ESQ.
9 Nevada Bar No. 000945
10 JOSEF M. KARACSONYI, ESQ.
11 Nevada Bar No. 010634
12 1745 Village Center Circle
13 Las Vegas, Nevada 89134
14 Attorneys for Defendant, LYNITA NELSON
15
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POINTS AND AUTHORITIES

I. Introduction

At the August 1, 2013 hearing in this matter, the Court indicated its preference to enter a charging order against the ERIC L. NELSON NEVADA TRUST dated May 30, 2001 ("ELN Trust"), executing upon any and all distributions made to or for the benefit of Plaintiff, ERIC NELSON ("Eric"), from the ELN Trust, and to appoint a receiver over the assets of the ELN Trust in order to preserve such assets for the administration of justice in this matter. The ELN Trust was given the opportunity to brief and oppose imposition of a charging order and appointment of a receiver. On August 23, 2013, the ELN Trust filed its Opposition to Imposition of Charging Order and Appointment of Receiver ("Opposition"). As will be discussed below, the ELN Trust's opposition to the Court's inclination to enter a charging order and appoint a receiver is simply not supported by Nevada law or the authorities the ELN Trust quotes, but fails to analyze, in its Opposition. As will further be discussed, in addition to issuing a charging order and appointing a receiver over the assets of the parties in this action, the Court should also issue injunctive relief and award Lynita her attorneys' fees and costs incurred as a result of the ELN Trust's (Eric's) continued attempts to defeat the Court's Orders and Decree.

Before addressing the specific issues the Court requested the parties brief, it should be mentioned that the legal analysis contained in this Reply assumes, erroneously and purely for the sake of argument, that the ELN Trust is a valid, self-settled spendthrift trust under Nevada law. This assumption is made solely because the Court stated in its Decree of Divorce that it was not invalidating the ELN Trust only to protect assets adjudicated by the Court from being subject to future creditors' claims, if any. While the Court stated in its Decree of Divorce that it was not invalidating the ELN Trust for such purpose, it expressly found that it "could invalidate [both parties'] Trusts based upon [Eric's] testimony as to the community nature of the assets held by each Trust, the breach of his fiduciary duty as a spouse, the breach of

1 his fiduciary duty as an investment trustee, the lack of Trust formalities, under the
2 principles of constructive trust, and under the doctrine of unjust enrichment.”
3 Accordingly, it is respectfully submitted that based upon the Court’s findings, it would
4 be inappropriate to afford the ELN Trust any of the protections provided under
5 Nevada law to valid, self-settled spendthrift trusts which are administered in
6 accordance with trust formalities and Nevada law, as the Court presides over post-
7 judgment proceedings to enforce its Decree.

8
9 II. Nevada Law Expressly Recognizes That Distributions To A Beneficiary Of A
10 Spendthrift Trust Are Subject To Execution, And A Charging Order Can And
11 Should Be Imposed By the Court Against The ELN Trust For All Distributions
12 Intended For, Or For The Benefit Of, Eric Nelson

13 The plain language of the statutes quoted by the ELN Trust are abundantly clear
14 that the Court can issue a charging order against distributions made from the ELN
15 Trust to, or for the benefit of, Eric. In support of its Opposition, the ELN Trust quotes
16 and emphasizes certain portions of NRS 166.120 and NRS 21.090(1), without any
17 analysis of same. The ELN Trust’s lack of analysis alone is grounds for disregarding the
18 Opposition. EDCR 2.20(i) (“A memorandum of points and authorities which consists
19 of bare citations to statutes, rules, or case authority does not comply with this rule and
20 the court may decline to consider it.”).

21 NRS 166.120 provides:

22 1. A spendthrift trust as defined in this chapter restrains and prohibits
23 generally the assignment, alienation, acceleration and anticipation of any
24 interest of the beneficiary under the trust by the voluntary or involuntary
25 act of the beneficiary, or by operation of law or any process or at all. The
26 trust estate, or corpus or capital thereof, shall never be assigned, aliened,
27 diminished or impaired by any alienation, transfer or seizure so as to cut
28 off or diminish the payment, or the rents, profits, earnings or income of
the trust estate that would otherwise be currently available for the benefit
of the beneficiary.

2. Payments by the trustee to the beneficiary, whether such payments
are mandatory or discretionary, must be made only to or for the benefit
of the beneficiary and not by way of acceleration or anticipation, nor to
any assignee of the beneficiary, nor to or upon any order, written or oral,
given by the beneficiary, whether such assignment or order be the
voluntary contractual act of the beneficiary or be made pursuant to or by
virtue of any legal process in judgment, execution, attachment,

1 garnishment, bankruptcy or otherwise, or whether it be in connection
2 with any contract, tort or duty. Any action to enforce the beneficiary's
3 rights, to determine if the beneficiary's rights are subject to execution, to
4 levy an attachment or for any other remedy must be made only in a
5 proceeding commenced pursuant to chapter 153 of NRS, if against a
6 testamentary trust, or NRS 164.010, if against a nontestamentary trust.
7 A court has exclusive jurisdiction over any proceeding pursuant to this
8 section.

9 3. The beneficiary shall have no power or capacity to make any
10 disposition whatever of any of the income by his or her order, voluntary
11 or involuntary, and whether made upon the order or direction of any
12 court or courts, whether of bankruptcy or otherwise; nor shall the interest
13 of the beneficiary be subject to any process of attachment issued against
14 the beneficiary, or to be taken in execution under any form of legal
15 process directed against the beneficiary or against the trustee, or the trust
16 estate, or any part of the income thereof, but the whole of the trust estate
17 and the income of the trust estate shall go to and be applied by the
18 trustee solely for the benefit of the beneficiary, free, clear, and discharged
19 of and from any and all obligations of the beneficiary whatsoever and of
20 all responsibility therefor.

21 4. The trustee of a spendthrift trust is required to disregard and defeat
22 every assignment or other act, voluntary or involuntary, that is attempted
23 contrary to the provisions of this chapter.

24 As previously stated, the ELN Trust underlines or emphasizes certain portions of NRS
25 166.120, but does not provide any discussion of how such statute supports its
26 opposition. The reason is clear: NRS 166.120 does not prohibit the Court from issuing
27 a charging order against distributions made to or for the benefit of Eric. The provisions
28 of NRS 166.120 only preclude the attachment or acceleration of the interest of a
beneficiary in a spendthrift trust when such interest has not been distributed. In other
words, a court or a beneficiary cannot compel distributions from a spendthrift trust for
the benefit of a beneficiary or to pay any legal obligation of a beneficiary. Once a
trustee has decided to make a distribution to a beneficiary, however, the distribution
can absolutely be attached, garnished, levied, and otherwise executed upon. This is
expressly confirmed by NRS 21.090(1) and NRS 21.075.

NRS 21.090(1) provides, in pertinent part:

1. The following property is exempt from execution, except as otherwise
specifically provided in this section or required by federal law:

...

(cc) Regardless of whether a trust contains a spendthrift provision:

(1) A distribution interest in the trust as defined in NRS 163.4155 that is a contingent interest, if the contingency has not been satisfied or removed;

(2) A distribution interest in the trust as defined in NRS 163.4155 that is a discretionary interest as described in NRS 163.4185, if the interest has not been distributed;

...

(dd) If a trust contains a spendthrift provision:

(1) A distribution interest in the trust as defined in NRS 163.4155 that is a mandatory interest as described in NRS 163.4185, if the interest has not been distributed; and

(2) Notwithstanding a beneficiary's right to enforce a support interest, a distribution interest in the trust as defined in NRS 163.4155 that is a support interest as described in NRS 163.4185, if the interest has not been distributed.¹

NRS 21.075 provides, in pertinent part:

1. Execution on the writ of execution by levying on the property of the judgment debtor may occur only if the sheriff serves the judgment debtor with a notice of the writ of execution pursuant to NRS 21.076 and a copy of the writ. The notice must describe the types of property exempt from execution and explain the procedure for claiming those exemptions in the manner required in subsection 2. The clerk of the court shall attach the notice to the writ of execution at the time the writ is issued.

2. The notice required pursuant to subsection 1 must be substantially in the following form:

NOTICE OF EXECUTION

YOUR PROPERTY IS BEING ATTACHED OR YOUR WAGES ARE BEING GARNISHED

A court has determined that you owe money to (name of person), the judgment creditor. The judgment creditor has begun the procedure to collect that money by garnishing your wages, bank account and other personal property held by third persons or by taking money or other property in your possession.

Certain benefits and property owned by you may be exempt from execution and may not be taken from you. The following is a partial list

¹ It must be noted that NRS 21.090(cc) and (dd) were first added to NRS 21.090 by Senate Bill 287 (2009), the same bill which last amended NRS 166.120, lest the ELN Trust attempt to argue that the statutes are contradictory to one another.

1 of exemptions:

2 . . .

3 17. If a trust contains a spendthrift provision:

4 (a) A present or future interest in the income or principal of a trust that
5 is a mandatory interest in which the trustee does not have discretion
6 concerning whether to make the distribution from the trust, if the interest
7 has not been distributed from the trust; and

8 (b) A present or future interest in the income or principal of a trust that
9 is a support interest in which the standard for distribution may be
10 interpreted by the trustee or a court, if the interest has not been
11 distributed from the trust.

12 It is clear from the express language of NRS 21.090(1) and NRS 21.075 that the only
13 interest of a beneficiary in a spendthrift trust that is exempt from execution is that
14 interest which has not been distributed. While a court cannot compel a distribution
15 to a beneficiary or his or her creditors, once the distribution has been made it is no
16 longer held in trust and is property of the individual beneficiary subject to attachment
17 and execution.

18 The above reading of the Nevada Revised Statutes is the only legally cognizable
19 reading. If the Court were to accept the ELN Trust's (Eric's) position, one could
20 transfer all of his or her assets to a spendthrift trust, have the assets distributed back
21 to him or her from such trust, and have all the same assets owned prior to the creation
22 of the trust exempt from creditors even though again held free of trust and individually.
23 Meanwhile, someone holding the same property individually and free of trust would
24 not be entitled to the same protections simply because he or she did not receive such
25 property as a distribution from a trust. The idea is nonsensical and offensive to notions
26 of due process and equal protection.

27 It is clear from the express language contained in NRS 21.090(1) and NRS
28 21.075, that the Court can enter a charging order against any distribution made to or
for the benefit of Eric. Finally, it should be noted that the memorandum of Robert P.
Dickerson, Esq. attached to the ELN Trust's Opposition, although impertinent and not
constituting proper legal authority, does not support the ELN Trust's position as it

1 never addresses the issue of a charging order, and a charging order was never even
2 contemplated when preparing such memorandum which dealt with a proposed
3 legislative enactment. The ELN Trust's presentation of such memorandum is just
4 another attempt to divert the Court's attention from the express, black and white law
5 found in Chapter 21 of the Nevada Revised Statutes.

6
7 III. The Court Has The Authority To Appoint A Receiver Over The ELN Trust, And
Should Appoint A Receiver To Ensure That Justice Is Rendered In This Matter

8 NRS 32.010 Cases in which receiver may be appointed. A receiver may
9 be appointed by the court in which an action is pending, or by the judge
thereof:

10 1. In an action by a vendor to vacate a fraudulent purchase of property,
11 or by a creditor to subject any property or fund to the creditor's
12 claim, or between partners or others jointly owning or interested in
13 any property or fund, on application of the plaintiff, or of any party
14 whose right to or interest in the property or fund, or the proceeds
15 thereof, is probable, and where it is shown that the property or fund
16 is in danger of being lost, removed or materially injured.

17 ...

18 3. After judgment, to carry the judgment into effect.

19 4. After judgment, to dispose of the property according to the
20 judgment, or to preserve it during the pendency of an appeal, or in
21 proceedings in aid of execution, when an execution has been returned
22 unsatisfied, or when the judgment debtor refuses to apply the judgment
23 debtor's property in satisfaction of the judgment.

24 ...

25 5. In all other cases where receivers have heretofore been appointed by
26 the usages of the courts of equity.

27 (Emphasis added). Again, the ELN Trust never addresses the express language
28 contained in the Nevada Revised Statutes, and specifically NRS 32.010. The only
reference to NRS 32.010 is an unsupportable statement that "Lynita has failed to show
that NRS 32.010 applies to a self-settled spendthrift trust or even that a receiver can
be appointed over a trust." NRS 32.010, however, by its express language applies to
property in general, and allows a court to appoint a receiver over property for the
reasons stated in such statute regardless of how title to same is held. Several of the

1 bases for appointment of a receiver contained in NRS 32.010 are applicable in the
2 instant matter, and have been emphasized above. The appointment of a receiver is also
3 authorized and supported by NRS 125.240 ("Enforcement of judgment and orders:
4 Remedies"):

5 The final judgment and any order made before or after judgment
6 may be enforced by the court by such order as it deems necessary.

7 A receiver may be appointed, security may be required, execution may
8 issue, real or personal property of either spouse may be sold as under
9 execution in other cases, and disobedience of any order may be punished
10 as a contempt.

11 In its Opposition, the ELN Trust cites several cases from Nevada and other
12 jurisdictions which, quite frankly, do nothing more than support Lynita's request for,
13 and the Court's inclination to appoint, a receiver. For example, the ELN Trust quotes
14 *Hines v. Plant*, 99 Nev. 259, 261, 661 P.2d 880, 881-82 (1983), for the proposition
15 that a receiver should be appointed only when "ultimate justice requires it," or where
16 injunctive relief does not provide an adequate remedy. Here, there can be no doubt
17 from Eric's and the ELN Trust's actions throughout these proceedings and to present
18 date, many of which were well documented in the Court's Decree of Divorce, that
19 ultimate justice requires the appointment of a receiver, and that any other possible
20 remedy would be insufficient. Lynita has had to come to this Court constantly, both
21 before and after the Divorce, because of Eric's unwillingness to comply with Court
22 Orders, including the Court's prior injunction. If Eric is left to his own devices and
23 permitted to retain control and management of the assets awarded to Lynita pending
24 appeal there is no doubt from his prior actions that he will do whatever he can to
25 liquidate, deplete, interfere with, or destroy the value of such assets awarded to Lynita
26 by the Court in the Decree of Divorce. Accordingly, the only way to ensure (1) that
27 property jointly owned by the parties, or awarded to Lynita but still held by the ELN
28 Trust is not "lost, removed or materially injured," (2) that the Court will ultimately be

...

...

1 able to effectuate its judgment, and (3) that the property awarded to Lynita is
2 preserved pending appeal, is to appoint a receiver over the property contained in the
3 ELN Trust immediately.

4 Finally, although the ELN Trust tries to portray the request for a receiver as
5 identical to the request made almost 1.5 years ago during the course of the litigation,
6 nothing could be further from the truth. The final judgment has now been issued in
7 this matter and the rights of the parties' adjudicated, and it is that final judgment and
8 the decisions contained therein that justify the appointment of a receiver pursuant to
9 NRS 32.010 and NRS 125.240.

10 IV. The Court Should Also Renew The Injunction Over The \$1,568,000 previously
11 held in David Stephens, Esq.'s Trust Account, A Great Portion Of Which Was
12 Awarded To Lynita, And Require A Supersedeas Bond To Be Posted By The
ELN Trust And Eric

13 NRS 33.010 Cases in which injunction may be granted. An injunction
14 may be granted in the following cases:

15 1. When it shall appear by the complaint that the plaintiff is entitled to
16 the relief demanded, and such relief or any part thereof consists in
restraining the commission or continuance of the act complained of,
either for a limited period or perpetually.

17 2. When it shall appear by the complaint or affidavit that the
18 commission or continuance of some act, during the litigation, would
produce great or irreparable injury to the plaintiff.

19 3. When it shall appear, during the litigation, that the defendant is
20 doing or threatens, or is about to do, or is procuring or suffering to
21 be done, some act in violation of the plaintiff's rights respecting the
subject of the action, and tending to render the judgment
ineffectual.

22 NRCP 62(c) provides:

23 When an appeal is taken from an interlocutory or final judgment
24 granting, dissolving, or denying an injunction, the court in its discretion
25 may suspend, modify, restore, or grant an injunction during the pendency
proper for the security of the rights of the adverse party.

26 ...

27 ...

28 ...

1 NRAP 8 provides, in pertinent part:

2 (a) Motion for Stay.

3 (1) Initial Motion in the District Court. A party must ordinarily move
4 first in the district court for the following relief:

5 (A) a stay of the judgment or order of, or proceedings in, a district court
6 pending appeal or resolution of a petition to the Supreme Court for an
7 extraordinary writ;

8 (B) approval of a supersedeas bond; or

9 (C) an order suspending, modifying, restoring or granting an injunction
10 while an appeal or original writ petition is pending.

11 NRCP 62(c) and NRAP 8 expressly recognize the ability of the District Court
12 to restore or grant an injunction while an appeal or original writ petition is pending.

13 An injunction is necessary in this matter to effectuate the Court's Decree of Divorce
14 and as security for the rights of Lynita, and the Court should, at a minimum, reinstate
15 its prior injunction over the \$1,568,000.00 previously held in David Stephens, Esq.'s
16 trust account. Although the Supreme Court has issued a temporary stay of the Court's
17 prior Order that Lynita's portion of said sum be paid to Lynita, there is nothing that
18 would prevent the Court from further enjoining said funds pending a decision of the
19 ELN Trust's writ petitions. Furthermore, the ELN Trust and Eric should not be
20 permitted to benefit from the Court's dissolution of the prior injunction over said
21 monies while on appeal, while challenging other portions of the Decree that required
22 a large portion of said funds to be paid to Lynita.

23 Additionally, if the Court does not appoint a receiver in this matter it should,
24 at a minimum, require the ELN Trust and Eric to post a supersedeas bond to secure the
25 entire value of the property awarded to Lynita pending writ and appellate proceedings,
26 plus potential interest, fees and costs. While a receiver would be more appropriate
27 given the unique nature of the property at issue in this matter (most of which consists
28 of real property), and the continuing monthly income received from such properties
which is desperately needed by Lynita, and currently controlled and depleted by Eric,
...

1 a supersedeas bond could provide some lesser level of protection to Lynita until this
2 matter is concluded.

3 V. Lynita Should Be Awarded The Fees And Costs She Has Been Made To Incur
4 Post-Judgment As A Result Of The ELN Trust's (Eric's) Continued Attempts To
5 Defeat This Court's Orders

6 At the August 1, 2013 hearing, the Court also asked Lynita's counsel to submit
7 a memorandum of the fees and costs Lynita has incurred in this matter. Such
8 Memorandum of Fees and Costs is being filed on the same day as this Reply, and
9 details the attorneys' fees and costs Lynita incurred in June and July, 2013, following
10 entry of the Court's Decree of Divorce.² As can be seen from the Memorandum, Lynita
11 incurred \$68,422.50 in attorneys' fees in the months of June and July, 2013 for post-
12 judgment proceedings, and an additional \$2,787.17 in costs. The majority of such fees
13 and costs have been incurred attempting to secure Eric's and the ELN Trust's
14 compliance with the Court's Decree of Divorce, and responding to Eric's and the ELN
15 Trust's numerous filings in the Supreme Court to delay and defeat the administration
16 of justice.

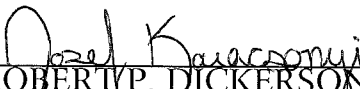
17 Additionally, Lynita owes an outstanding balance of \$189,718.25 to her counsel
18 for fees and costs as of July 31, 2013, a large portion of which has been outstanding
19 since before the Court's entry of the Decree of Divorce. Lynita, of course, has not been
20 able to pay said balance as a result of Eric's and the ELN Trust's continued deplorable
21 actions. Lynita also has \$75,932.78 in outstanding credit card balances, with
22 minimum monthly payments of \$11,950.97. **EXHIBIT 1.** Lynita again cannot afford
23 to pay such balances unless she receives the money and other assets awarded to her in
24 the Decree, or the income from the properties which are held by the LSN Trust but
25 converted each month by Eric and the ELN Trust (like the rents from the Lindell
26 commercial building) – Lynita has been required to seek the Court's assistance to even
27 ...

28 ² Lynita's fees and costs for August, 2013, will be provided to the Court in a supplement as soon
as the August, 2013 invoice is completed in early September, 2013.

1 get an accounting of the monies she is entitled to from such assets, never mind
2 payment. For the foregoing reasons, Lynita should be awarded her fees and costs
3 incurred in this matter since entry of the Court's Decree of Divorce.

4 Dated this 30th day of August, 2013.

5 THE DICKERSON LAW GROUP

6 
7 ROBERT P. DICKERSON, ESQ.
8 Nevada Bar No. 000945
9 JOSEF M. KARACSONYI, ESQ.
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13 Attorneys for LYNITA SUE NELSON
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CERTIFICATE OF MAILING

I HEREBY CERTIFY that I am this date depositing a true and correct copy of
REPLY TO OPPOSITION TO IMPOSITION OF CHARGING ORDER AND
APPOINTMENT OF RECEIVER AND REQUESTS FOR INJUNCTION AND
FEES AND COSTS, in the U.S. Mail (with a courtesy copy being emailed to the
named persons), postage prepaid, to the following opposing counsels at their last
known address on the 30th day of August, 2013:

RHONDA K. FORSBERG, ESQ.
RADFORD J. SMITH, CHARTERED
64 North Pecos Road, Ste. 700
Henderson, Nevada 89074
Attorneys for Plaintiff

MARK A. SOLOMON, ESQ.
SOLOMON, DWIGGINS, FREER & MORSE, LTD.
9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129
Attorneys for Third-Party Defendants


An employee of The Dickerson Law Group

Exhibit “1”

Nelson vs Nelson
Lynita S Nelson Credit Card Balances & Minimum Payments
as of August 2013

Credit Card	Account	Statement Date	Outstanding Balance	Minimum Payment due
Amex Blue Cash	x1008	8/2/2013	\$7,785.92	\$220.00
Amex Gold Card	x1009	8/13/2013	\$10,020.97	\$10,020.97
Chase/SW	x0231	8/12/2013	\$45,373.14	\$1,499.00
Chase/Marriott	x0990	8/18/2013	\$12,752.75	\$211.00
Total			\$75,932.78	\$11,950.97

**Blue Cash EverydaySM from American Express**LYNITA S NELSON
Closing Date 08/02/13

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Account Ending 4-81008

New Balance \$7,785.92
Minimum Payment Due \$220.00
Payment Due Date 08/27/13

Late Payment Warning: If we do not receive your Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee of up to \$35.00 and your Purchase APR may be increased to the Penalty APR of 27.24%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	20 years	20,817
299	3 years	10,760 (Savings = 10,057)

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

See Page 7 for Important Information about Your Reward Program

Blue Cash Rewards

as of Jul 2013

816.71

For details, please see your
 Reward Dollar Summary

Account Summary

Previous Balance \$7,726.96
 Payments/Credits \$513.89
 New Charges \$429.28
 Fees \$40.00
 Interest Charged \$143.51

New Balance \$7,785.92
Minimum Payment Due \$220.00

Credit Limit \$14,700.00
 Available Credit \$6,914.08
 Cash Advance Limit \$1,000.00
 Available Cash \$1,000.00
 Days in Billing Period: 31

Customer Care

Pay by Computer
 americanexpress.com/abc

Customer Care 1-888-258-3741
Pay by Phone 1-800-472-9297

See Page 2 for additional information

↓ Please fold on the perforation below, detach and return with your payment ↓



Payment Coupon
 Do not staple or use paper clips



Pay by Computer
 americanexpress.com/abc



Pay by Phone
 1-800-472-9297

Account Ending 4-81008

Enter account number on all documents.
 Make check payable to American Express.



LYNITA S NELSON
 7065 PALMYRA AVE
 LAS VEGAS NV 89117-3107

Payment Due Date

08/27/13

New Balance

\$7,785.92

Minimum Payment Due

\$220.00

Check here if your address or
 phone number has changed.
 Note changes on reverse side.

AMERICAN EXPRESS
 BOX 0001
 LOS ANGELES CA 90096-8000

\$ _____
 Amount Enclosed

0000349991947279048 000778592000022000 01 H



American Express® Gold Card

p. 1/5

LYNITA S NELSON
Closing Date 08/13/13

Account Ending 3-61009

New Balance **\$10,020.97**

Please Pay By **08/28/13**

Membership Rewards® Points

Available and Pending as of 07/31/13

40,666

For up to date point balance and full program details, visit membershipewards.com

See page 2 for important information about your account.

Account Summary

Pay In Full Portion

Previous Balance	\$1,384.33
Payments/Credits	-\$1,384.33
New Charges	+\$10,020.97
Fees	+\$0.00
New Balance	= \$10,020.97

Pay Over Time Portion

Previous Balance	\$0.00
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$0.00
Interest Charged	+\$0.00
New Balance	= \$0.00
Minimum Due	\$0.00

Account Total

Previous Balance	\$1,384.33
Payments/Credits	-\$1,384.33
New Charges	+\$10,020.97
Fees	+\$0.00
Interest Charged	+\$0.00

New Balance **\$10,020.97**

Days in Billing Period: 32

Customer Care

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americanexpress.com/pbc

Customer Care 1-800-639-1202
Pay by Phone 1-800-472-9297

See page 2 for additional information.

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Payment Coupon
Do not staple or use paper clips



Pay by Computer
americanexpress.com/pbc



Pay by Phone
1-800-472-9297

Account Ending 3-61009

Enter account number on all documents.
Make check payable to American Express.

LYNITA S NELSON
7065 PALMYRA AVE
LAS VEGAS NV 89117

Please Pay By
08/28/13

Amount Due
\$10,020.97



Check here if your address or
phone number has changed.
Note changes on reverse side.

AMERICAN EXPRESS
BOX 0001
LOS ANGELES CA 90096-8000



0000349991986208619 001002097001002097 09 H

AAPP 5085

Payment Due Date New Balance Past Due Amount Minimum Payment

09/06/13 \$45,373.14 \$0.00 \$1,499.00



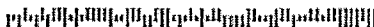
Account number: 4246 3151 8019 0231

\$

Make your check payable to:
Chase Card Services.
Please write amount enclosed.
New address or e-mail? Print on back.

4246315180190231001499000453731400000000000000

3101 DEXZ 22413 C
LYNITA S NELSON
BUSINESS ACCOUNT
7065 PALMYRA AVE
LAS VEGAS NV 89117-3107



CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-0014



5000 16028 1595 1801902313

BUSINESS CARD STATEMENT

Manage your account online:
www.chase.com/southwest

Customer Service
1-800-946-5538

Additional contact
information on back

ACCOUNT SUMMARY

Account Number: 4246 3151 8019 0231

Previous Balance	\$44,782.73
Payment Credits	-\$1,641.18
Purchases	+\$1,185.97
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	+\$1,045.62
New Balance	\$45,373.14

Opening/Closing Date	07/13/13 - 08/12/13
Total Credit Line	\$45,000
Available Credit	\$0
Cash Access Line	\$0,000
Available for Cash	\$0

PAYMENT INFORMATION

New Balance	\$45,373.14
Payment Due Date	09/06/13
Minimum Payment Due	\$1,499.00

Late Payment Warning: If we do not receive your minimum payment by the due date, you may have to pay up to a \$39 late fee.

Minimum Payment Warning: Enroll in Auto-Pay and avoid missing a payment. To enroll, call the number on the back of your card or go to the web site listed above.

YOUR ACCOUNT MESSAGES

Important Message: You Are Overlimit
Your statement balance exceeds your credit line.

SOUTHWEST AIRLINES RAPID REWARDS CARD SUMMARY

- Points earned on purchases
- 2X Pts for Southwest and AirTran purchases
- 2X Points for Southwest partner purchases
- Total Rapid Rewards trans. to Southwest

990	For more information about your rewards
10	program call 1-800-346-6538 or visit
0	www.chase.com/southwest . To make
1,000	Southwest flight reservations call
	1-800-IFLY-SWA.

Earn 2 Rapid Rewards® Points per \$1 spent on flights purchased directly through Southwest Airlines® or AirTran® Airways and on participating Rapid Rewards and A+ Rewards Hotel and Rental Car partner purchases. Escape faster by earning 1 Rapid Rewards Point on all other purchases.

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
07/22	TALBOTS-CATALOG #0001 HINGHAM MA	-178.68
07/30	SOUTHWES 5262147099835 800-435-9792 TX	-2.50
	073013 1 A DAL DAL	
08/05	Payment Thank You - Web	-1,450.00
08/10	RAINBOW ANIMAL HOSP LAS VEGAS NV	-10.00
07/12	AT&T BILL PAYMENT 800-288-2020 TX	242.32
07/12	NSA* JUICE PLUS ARO 800-642-6056 TN	44.50
07/26	SOUTHWES 5262147099835 800-435-9792 TX	2.50
	080313 1 R SLC LAS	
07/26	SOUTHWES 5262147098700 800-435-9792 TX	5.00
	072813 1 Y LAS SLC	
	2 R SLC LAS	
08/01	LTI *LIFE TIME MO DUES 608-439-6432 MN	20.00
08/01	PALM BEACH TAN RECURRING 866-644-6631 TX	60.45
08/10	SPEEDEE MART 119 LAS VEGAS NV	51.33
08/10	AT&T BILL PAYMENT 800-288-2020 TX	185.61

This Statement is a Facsimile - Not an original

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1 RPLY
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Attorneys for LYNITA SUE NELSON

7
8 EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION

9 CLARK COUNTY, NEVADA

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

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

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

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

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

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

25 v.

26 LYNITA SUE NELSON and ERIC
27 NELSON,

28 Purported Cross-Defendant and
Counterdefendant,

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

Electronically Filed
Dec 01 2015 10:43 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

Consolidated With:

Supreme Court Case No. 68292

**RECORD ON APPEAL
VOLUME 21**

MARK A. SOLOMON, ESQ.
Nevada State Bar No. 0418
JEFFREY P. LUSZECK
Nevada State Bar No. 9619
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Las Vegas, Nevada 89129
Attorney for Appellant

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

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26	07/13/1993	The Eric L. Nelson Separate Property Trust (Admitted as Intervenor Trial Exhibit 7)	6313 – 6341
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12, 13	07/16/2012	Trial Transcript Volume I	2930 – 3120
13	07/16/2012	Trial Transcript Volume II	3121 – 3180
26	02/17/2009	Trust Agreement of the Total Amendment and Restatement of the Nelson Trust (Admitted as Intervenor Trial Exhibit 14)	6351 – 6381
30	03/31/2011	Trust Ownership-Distribution Report of Larry Bertsch (Admitted as Exhibit GGGGG at Tab 9)	7397 – 7399
19	09/28/2012	Verified Memorandum of Attorneys' Fees and Costs	4611 – 4627

1 would go to that first. Because I don't think he should be
2 getting money on distribution if he's not paying spousal or
3 child support. The issues I'm not sure with the supreme court
4 stay if that would stay the issue of spousal support. I know
5 it stays to lump sum, but the issue is people have to eat and
6 people have to have support. And to sit there and wait
7 months, years while that's resolved, I know I can issue a
8 charging order. I'm very comfortable about that.

9 As far as the 1.2 million, for me to order him to
10 pay that and get that through the trust, that would kind of
11 undermine the whole issue that's up with the supreme court.
12 But the same token, no matter what the supreme court rules and
13 when I make my judgment, I can definitely do charging orders
14 against the trust, any distributions he gets to make sure that
15 any orders other than this Court that are enforceable would be
16 paid before he gets any distributions under that trust. And
17 I'm pretty comfortable I can do that. I know I can do it for
18 family support. I don't think that -- I think that's a no
19 brainer.

20 The other issue is could I do that for the other
21 judgment, because I'm inclined to do that. The issue -- I
22 don't know how -- what's your position on with that stay.
23 Would that stay me from pursuing a temporary spousal support
24 order in the interim the supreme court rules accordingly. So

1 I guess that's probably why I need to hear the argument on,
2 because I haven't researched all that. But they did kind of
3 stay in my divorce decree and all the property transfers.

4 But I am going to order an accounting of the BANONE.
5 I'm also going to order an accounting of the Lindell property,
6 because I think you're entitled to 50 percent of that property
7 since you held it throughout the course of this marriage. The
8 Lindell thing on that, I don't remember when the -- how the
9 ownership -- I'd have to check how the title got, but I know
10 there's 50/50. I don't know how long you've had a 50 percent
11 interest in that, the trust, but I think you're entitled to 50
12 percent of those proceedings at least minus any costs, but I
13 haven't seen anything and you haven't received any rental
14 properties on the Lindell property and you've owned 50 percent
15 of it no matter what the supreme court says. 50 percent of
16 that is yours clearly through the trust on that.

17 So I need to get the Lindell real property and
18 accounting for the Lindell property, because you're definitely
19 entitled to that now no matter what the supreme court says on
20 that, because that was clearly LSN 50/50 at best. So I think
21 you're entitled to the rental proceeds from Lindell going back
22 to when this decree was filed or -- or at least when you got
23 50 percent ownership. I would have to look. I forgot off the
24 top of my head. I know I would have to look at my order again

1 how the Lindell property came, because there was some transfer
2 of things since you've owned the LSN Trust at 50 percent
3 ownership of Lindell. I think you're entitled to -- to rent
4 proceeds from that time minus any costs on that that they can
5 establish. I want an accounting from the Lindell property and
6 do you know off the top of your head when the ownership -- I
7 don't know when -- when the property was brought and
8 transferred.

9 MS. PROVOST: 2007 is when it was transferred to 50
10 percent Eric L. Nelson Trust. Prior to that, it was a hundred
11 percent held in the name of the LSN Trust. So long prior to
12 these proceedings even started it's been in a 50/50.

13 THE COURT: Would you like an accounting of the
14 Lindell property going back to when the decree -- or when the
15 petition was filed, 2009?

16 MS. PROVOST: Yes, Your Honor.

17 THE COURT: I think that's just to sit there and get
18 there, because she's been entitled to that. I know she had a
19 hundred percent ownership of that at one time, so that'll be
20 my inclination, because I know how we played this game with
21 all these numbers and we'll be back and we'll spend three
22 months in accounting. It ain't going to happen. And I want
23 to make it clear to everybody. If the supreme court does not
24 stay my order and people appeal, I'm -- I had already denied a

1 stay.

2 I'm going to fully force this order and make all
3 those transfers happen and then Mr. Nelson can appeal and can
4 chase his money back the other way because I'm not going to
5 let it sit that way. Just so everybody knows that is my
6 intention that the supreme court stays or it does a writ if
7 they sit through and say it just be a regular appeal, I'm not
8 going to stay and force me to that pending appeal.

9 Unless the supreme court does it, I intend to fully
10 enforce my decree and then Mr. Nelson can appeal it if it's
11 appropriately and then he can try to get his money back the
12 other way. Just so everybody knows where I'm going, I'm going
13 to get this done one way or the other so it's kind of up to
14 what the supreme court's going to rule.

15 As far as do you have a position on -- my authority
16 to a charging order at least for the family support portion
17 which my inclination would be 7,000 a month for spousal
18 support and the child support and do a charging order against
19 the trust against any distributions of Mr. Nelson. So before
20 those distributions would go to him, it would go to pay off
21 his family support obligations first pending ultimately
22 determination. But again, I would have to hear if you think
23 that stay prohibits me from doing that, because I haven't
24 really researched it to be honest.

1 MS. PROVOST: I don't believe the stay prohibits
2 that, Your Honor. You have the authority to do that whether
3 or not it gets paid or whether or not they claim that the
4 monies don't have -- there's no -- I would assume that the
5 argument is going to be that there is no requirement to
6 distribute to Mr. Nelson, but if Mr. Nelson is receiving
7 distributions, then Your Honor, I believe you do have the
8 authority to issue that charging order and as long as the
9 monies go to him, then the monies go.

10 The -- the question -- I guess the larger question
11 is going to be Your Honor is with respect to that charging
12 order, does it only affect monies where there are checks
13 written directly to Eric Nelson or if fees was a -- if this
14 charging order applies to amounts that are paid on behalf of
15 Mr. Nelson or the check is written to BANONE and the Mr.
16 Nelson cashes a check written to BANONE. And that's some of
17 the complications, because I -- I would fathom a guess that
18 they're never going to write a check to Eric Nelson, but they
19 will write a check from the ELN Trust to BANONE and then Mr.
20 Nelson will be the one cashing that check.

21 So Your Honor, that -- that would be our position is
22 that you can issue that charging order and if Mr. Nelson is
23 being monies from that trust, Mr. Nelson has received the
24 distributions from that trust, then I believe your charging

1 order is valid and that should be required that Mr. Nelson
2 would be in contempt of court if he's making the payments to
3 Mrs. Nelson when he's receiving those monies on -- on a -- on
4 any basis from the ELN Trust.

5 MR. LUSZECK: Your Honor, I -- I disagree. I think
6 doing that would exceed this Court's jurisdiction and would
7 require us to file another writ with the supreme court. If
8 you're even considering this, I would like the opportunity to
9 research it and brief it so that this matter can be heard by
10 this Court and you can make an informed decision.

11 I believe you said earlier you haven't even looked
12 at this. So I -- I am aware of Nevada law that allows you to
13 do this, Your Honor. And I think this would just be a way to
14 get around the payment of a million dollars that the supreme
15 court has already ordered a stay on. I don't think that it
16 could be done, but to the extent that you're even considering
17 it, I would request an opportunity for it to be fully briefed
18 so that this Court can be fully informed before it makes such
19 a decision.

20 MS. FORSBERG: Your Honor, I just -- I agree with
21 you. I didn't -- I don't know the answer to that either. I'm
22 with you on that, Your Honor and with Mr. Luszeck. Certainly
23 we would request it to be brief so that we would be able to
24 determine what the law even says.

1 THE COURT: I did research when I wrote my decision
2 on that spendthrift trust. And my finding involves the state
3 courts that have ruled on that issue, the states courts. And I
4 believe I even did for -- I think I decided in my order for
5 public policy issues, said that they felt that a charging
6 order against the trust to pay for family support was totally
7 appropriate and do a charging order, they would have to family
8 support issues and Nevada of course had no law, because
9 spendthrifts are pretty solid on that. But George and the
10 real estate I looked at seems to sit through and said it made
11 common sense that why would someone be getting distributions
12 and not supporting their family as ordered by the Court.

13 So I think for public policy, they -- most of the
14 courts that I had read, I think there might have been one
15 court that denied it. But all the other courts I had seem to
16 make common sense to me that why would you let someone get
17 distributions and not be paying their obligations for family
18 support. They can't do it in bankruptcy. They filed their
19 stay. It doesn't stay the child support. It doesn't stay the
20 spousal support, because people feel the family needs to eat.
21 So that's what's my understanding of it. I haven't researched
22 it since the decree that I did on that.

23 But it was my understanding you could definitely do
24 it for family support. The issue is could you do it to once

1 -- once a judgment is final is do a charging order against all
2 proceeds that enforce the judgment. So I would be inclined to
3 do it for the support issues, because he has the income, but I
4 don't know, he's been controlling everything from day one.
5 Ms. Lynita's been the stay-at-home on that, so she's got no
6 source of income except for liquidating her assets which she
7 shouldn't have to be doing that at this point.

8 The supreme court may rule and get this done
9 shortly, but I'm inclined to issue a charging order at least
10 for spousal support at 7,000 a month, because that's how I
11 calculated lump sum. And then I could always credit that. If
12 the supreme court said he's wrong on that, he's got that 1.5
13 million on that, then I can make some issues on that, because
14 I am -- issue an order as to attorney's fees from that. I
15 could use that to pay him back.

16 If the supreme court said I was wrong, in the
17 interim, you would be getting at least some spousal support in
18 the interim, because this could take, you know, months or
19 years. I don't know what the supreme court is going to do.
20 And if they do issue a stay on that, I would be surprised if
21 they don't move to lift the stay at least as to spousal
22 support and family support, because I wouldn't imagine the
23 supreme court would stay that pending appeal no matter long
24 they do it, because people need to be support.

1 So that would be my inclination on that. I'll be
2 glad to give people a chance to brief it if they want to, but
3 thought I'd be doing on that -- I -- I intend to try and get
4 this case resolved. It's been sitting since 2009. And I want
5 to give everybody a chance with the supreme court. We knew
6 that was coming from 2009.

7 That's why I made my order for 30 days. They said
8 they indicated they felt I should have made payments
9 immediately but I didn't want to be highhanded. I knew
10 everybody would go to supreme court and I want to give the
11 supreme court a chance to resolve those issues and get it done
12 once and for all. But at the same token, I do want to push
13 the issue and get it done.

14 So number one, I'm going to order an accounting of
15 the BANONE rentals as of July 1st going forward. And if you
16 want any credit for expenses, they better be itemized to be
17 sit there. I'm going to order an accounting from the date of
18 the petition being filed for divorce. There was 2009, forget
19 the date, as to the Lindell Road, any rental properties from
20 the date of the petition being filed. I forgot if it was
21 September 2009. I forgot what it was, but --

22 MS. PROVOST: It's May, Your Honor.

23 THE COURT: May.

24 MS. PROVOST: I think it's May 9th or May 11th,

1 something like that.

2 THE COURT: From that date because at least I see
3 where the money went and gone. That way we can sit there and
4 see if there's any proceeds that you are clearly entitled to.
5 And I know -- and then I would be inclined to issue a charging
6 order for \$7,000 a month for the spousal support and the child
7 support as well. I forgot what it is, 9 -- I think a thousand
8 and eighty as of August 1st, but that way you would have some
9 income coming in at least until the supreme court rules. And
10 that would be my inclination.

11 And I would make it the charging order as to any
12 payments. That means it's house payments or anything. They'd
13 be paid before his house gets paid and everything else,
14 because he brought property. He did everything he wanted to
15 do with the JPI in effect and said it wasn't me doing it, it
16 was the Nelson Trust doing it.

17 His sister is the distribution trustee. So I don't
18 trust that they would sit there and flow that money somewhere
19 else. And I don't think he should get a penny until he
20 maintains his obligation for spousal support at least and
21 child support. And then they can worry about paying his house
22 and then they can worry about paying his other bills on that,
23 because I don't trust it and I'll be real honest. And now
24 your sister is the trustee and we know where that's going to

1 go. So I don't trust that that would go. I would imagine all
2 that money would flow somewhere else through other entities
3 and that's just not right because I think she's entitled to at
4 least temporary spousal support pending the supreme court
5 determination so they have money to survive on. And then I
6 could always equalize with that money.

7 I would also include -- I also would consider an
8 injunction on that 1.5 million to make sure that doesn't
9 disappear. I don't know if timeshare need that, because I
10 know I was told that that was in the trust and they hadn't
11 distribute it to MR. Nelson or to anyone else on that. I was
12 anticipating that money being distributed right at the
13 beginning on that that the -- you would get your money, he
14 would get his money and then they could fight over it at the
15 supreme court. But now that the trust has it, I want to make
16 sure that money doesn't -- doesn't disappear and the supreme
17 court decides what they're going to do with it.

18 So I don't know if I need an injunction or not, but
19 I'll hear argument on that. But that would be my inclination
20 at this point and I'll entertain arguments on -- on those
21 issues on that and I'll be glad to give people a chance to --
22 if you want to cite some briefs about my authority to do the
23 charging order and take it under consideration, but that's
24 what I'm inclined to do to get this case moving.

1 And I intend to put on a status check again to come
2 in for contempt to see where we're going, to see if I get that
3 income and a rental coming on that to keep pushing this as
4 hard as I can pending of course any supreme court decisions
5 that stayed my orders which I respect the supreme court doing
6 that and I don't want to do anything that would violate or
7 undermine their stay or writes and issue on it, because I
8 believe now the issue is of -- if the writ was necessary or
9 it's appeal on that.

10 I think the last I heard they were wanting briefing
11 on the writ as being -- why -- why the need was, why they just
12 couldn't appeal it. It was my kind of understanding and then
13 I guess if they decide the writ's not appropriate that it's an
14 appeal, then I guess the next thing the supreme court where
15 they stay the decree pending appeal because I'm not going to
16 do.

17 I already ruled I wouldn't do it and I'm not going
18 to tell you that again because I'm not going to keep
19 litigating this til the world ends. I'm going to keep pushing
20 it from this side. I have done my job. The attorneys have
21 done their jobs. And now it's up for the supreme court to do
22 their job and then whatever they decide and I will definitely
23 follow their directions on that. But I'm not going to let it
24 sit there and wait for months and years. It's been -- I can

1 imagine poor Mr. Nelson or Ms. Nelson how long it's been going
2 on for four years. I couldn't imagine that. The time we get
3 done it'll be going on for 28 years. It will be as long as
4 the marriage. I'm not going to let that happen. So that's --
5 that's where I'm going.

6 That's what my order is planning on doing on that.
7 I'll give you a chance if you want to submit briefs to see if
8 that would change my mind based on the law and I'll take it
9 under advisement, give a return date and you guys can submit
10 briefs and I'll read the briefs and see if that will change me
11 -- my mind. There's a charging order, but I want to keep this
12 real short and come back in a couple of weeks to see what the
13 supreme court does, because as soon as they let go, I'm going
14 to enforce my order just so you know. So I'm going to be
15 honest with everyone so they have a chance to --

16 MR. DICKERSON: Your Honor, at appropriate timing, I
17 be briefly heard.

18 THE COURT: Absolutely. Mr. Dickerson, we'll have
19 you and then we'll have them respond on it. Sure, Mr.
20 Dickerson. You want to be heard now Mr. Dickerson and we'll
21 let them --

22 MR. DICKERSON: Yeah, that would be fine. And I do
23 apologize and I do not intend to reargue anything. I heard
24 about every fifth or sixth word, so I'm -- I'm getting the

1 gist of -- of what Your Honor is saying with respect to the
2 charging order.

3 Just a couple of thoughts. First approximately
4 maybe a year and a half, two years ago we filed a motion
5 seeking the appointment of -- of a receiver. And it's my
6 recollection you deferred ruling on that motion. I believe
7 Your Honor has the authority sua sponte to consider the
8 appointment of a receiver.

9 And -- and I would ask you to consider that relief
10 and to appoint Larry Bertch (ph) as the receiver. In light of
11 the fact that Mr. Bertch has not been paid by Eric the monies
12 that he was owed, I -- I would suggest that if the Court is
13 inclined to appoint a receiver that -- that the receiver be
14 paid by the trust and the court order indicate that the -- the
15 trust would be paying him so that Mr. Bertch knows that he
16 will be paid. That's one thought.

17 The second thought is and -- and I really lost the
18 conversation here, but Mr. Nelson's obligation to pay that --
19 that million dollars plus to Lynita still exists and it was
20 part of the court order. And -- and I would ask that Your
21 Honor continue that obligation. He has yet to pay it and it
22 has been part of at least two of Your Honor's orders.

23 The -- the problem I see at this point is the order
24 from the last hearing has yet to be entered, so he -- I -- I

1 don't believe he technically can be held in contempt of that
2 order, but I would ask that he given 10 more days to pay her
3 those monies and if we can have that order -- actually, the
4 written order entered and served today, because we know that
5 he does have access to the funds and as I believe Katherine
6 has -- has indicated he -- he does pay through -- through the
7 BANONE accounts his personal obligations. And then with
8 respect to the issue on the charging order, I would simply ask
9 that the charging order indicate not only monies that are paid
10 to -- directly to Mr. Nelson but also paid for the benefit of
11 Mr. Nelson, that -- that the charging order would apply to
12 those monies also.

13 THE COURT: Okay. Counsel, did you want to --

14 MR. LUSZECK: Your Honor, we came here on a
15 relatively simply status check today to talk about an
16 accounting and to talk about payment of money from Eric
17 individually. And now without being briefed for the first
18 time, we're hearing arguments about the appointment of a
19 receiver because Mr. Dickerson believes it would be
20 appropriate to appoint a receiver. And a charging order of
21 money based upon your review of some other states which you
22 believe allow that to occur in when you were filing -- or when
23 you were drafting the divorce decree.

24 I don't think this Court has authority to do either

1 one of those things, especially without the opportunity for
2 the parties to brief it. It seems to me what's happening is
3 is that even though we have orders from Nevada Supreme Court
4 specifically staying the rental properties and the \$1,000,000
5 pending their review, that there's trying to be all these
6 exceptions made to that to thwart these orders. I think it's
7 inappropriate. I think this is being handled by the Nevada
8 Supreme Court and it should -- we should wait until they make
9 their rulings on the writs and see what happens from there.
10 But I think it's entirely inappropriate and in excess of this
11 jurisdiction to appoint a receiver or to charge money against
12 the trust, especially without the opportunity to brief these
13 issues.

14 THE COURT: How about the Lindell property? Her
15 trust isn't entitled to the -- half of the rental proceeds
16 from Lindell property if they own half? They're not entitled
17 to that? I don't see how the supreme court --

18 MR. LUSZECK: I'm -- I'm not saying that.

19 THE COURT: -- order would stop that. Well, it's --

20 MR. LUSZECK: I didn't say that.

21 THE COURT: I mean, but that's the issue that -- why
22 isn't she getting her half of the rental income from Lindell?

23 MR. LUSZECK: This was the first time --

24 MS. FORSBERG: It's still in the trust.

1 MR. LUSZECK: -- it was brought up, Your Honor. I
2 thought all that issue had been dealt with in the divorce
3 decree. So if you're ordering today that she needs to start
4 receiving half the proceeds from the Lindell property, we can
5 look into that and do what we can to make sure that happens.

6 THE COURT: Okay.

7 MS. PROVOST: I don't know why we would have to get
8 a court order for her to receive her property which she should
9 have been receiving all along. The only reason she hasn't
10 received it is because Eric Nelson has been in control of the
11 Lindell property 100 percent despite the fact that it's been
12 titled in my client's name since the -- before these
13 proceedings even began. She should have been receiving all
14 along and we've made the request to the Court for the orders
15 to acquire the payment of the Lindell income 50/50 between
16 these two parties.

17 Your Honor has deferred on that ruling and deferred
18 on that ruling and deferred on that ruling and now the time
19 has come that Your Honor has got to apparently enter an order
20 to get her her interest in the Lindell Road rents.

21 MR. LUSZECK: Your Honor --

22 MS. PROVOST: You were or -- they were ordered to
23 bring the accounting today. They don't have an accounting, so
24 I would ask that Your Honor set a status check for a very

1 short period of time for this accounting to be done and that
2 we're back in front of you and you can make your decision on
3 whether or not the amount of anything that he wants to deduct
4 from the income is appropriately business related expenses and
5 with respect to each of the -- the different things.

6 We don't want to be having her 50 percent interest
7 in Lindell Road being subject to Mr. Nelson's personal bills
8 as a deduction, being subject to Mr. Nelson's employees as a
9 -- as a deduction. The only thing that should be deducted
10 from the Lindell Road rents are the actual expenses of the
11 Lindell Road property. In other words, the repairs that have
12 to be made on behalf of the tenants of that property. It
13 shouldn't be all these additional things that they might want
14 to deduct.

15 And I -- so we're asking, Your Honor, that that
16 status check occur relatively quickly and that the -- and that
17 the accounting also be for the BANONE properties, because
18 until the supreme court decides what is going to happen with
19 respect to the stay or with respect to the appeal that I'm
20 sure Mr. Nelson will -- will file after the stay proceedings
21 are -- are done. At some point in time we have to know where
22 this money is and what my client is losing out on. So when
23 this ultimate decision is made, not only is she entitled to
24 those properties, but she's entitled to all those monies that

1 she was supposed to be getting all along. And so Your Honor,
2 we're asking for that to be done in -- in very short fashion.

3 Now Mr. Dickerson has requested the appointment of a
4 receiver. It is an issue that was pend -- was requested
5 before this Court in -- in previous times. If this Court has
6 any concern about the validity of any accountings that are
7 going to be provided, then I think an appointment of a
8 receiver is appropriate. Your Honor has done it in this case
9 in the past because of concerns as far as the validity of the
10 accounts. And so we -- we have asked for that.

11 And if -- with respect to the charging lien, we have
12 already provided you with our position on that. Mr. Luszeck
13 is asking for the ability to brief it if Your Honor is willing
14 to allow that to happen and we'll have some briefing done, but
15 the charging lien should -- should be in place at this time.

16 MR. NELSON: Your Honor, if I may.

17 THE COURT: Sure.

18 MR. NELSON: The -- the Lindell property --

19 MS. FORSBERG: Stand up.

20 MR. NELSON: -- if I could -- excuse me. If I could
21 go back from January and do the first section of that, I can
22 have the accounting for Lindell and cut Lynita a check for 50
23 percent of the proceedings. Some of the expenses that I'll --
24 I'll show will be for like the cabin expenses, because they'll

1 relate to Cabin 50/50 and Lindell 50/50 and I would bring in
2 those expenses. If not, that's fine. So I'll try to keep it
3 as compact as possible so she has cash flow. That'll be done
4 by Friday delivered to --

5 MS. FORSBERG: A week from Friday.

6 MR. NELSON: -- Mr. Dickerson's office with a check
7 if -- if there's proceeds which I would anticipate there would
8 be. And then if I can go back and do 10 and give a couple
9 weeks to do that and if we're going to go beyond 10, it just
10 gets a lot more difficult when we get back too far back in
11 there. So if we had like from 13 -- January going forward,
12 give me five days, and then if we just went back a couple
13 years, it will be much easier for the accounting side of it.
14 I have already spent hundreds of thousands of dollars with Mr.
15 -- with Dan Garrity (ph) and stuff and not 10 cents had ever
16 been missing.

17 MS. FORSBERG: Your Honor, the other issue is is
18 Larry Bertch also did account for all that if you recall. He
19 went through that and accounted for all those things and all
20 those spreadsheets we had. So I don't know that the Court is
21 really already missing this information he already had -- you
22 already have.

23 THE COURT: I'll look at that. We had a lot -- a
24 lot of --

1 MS. FORSBERG: We did, so --

2 THE COURT: -- reports on that and I'll look through
3 it again to see if he has -- if he did some stuff on that.
4 But he never really tied up with what expenses were related to
5 what and they were all over the place on that. Yeah. So
6 here's what we're going to do on that. I want to give
7 everybody a chance on that, because what we're going to do is
8 I'll give you to a week from tomorrow. What's -- what's
9 today? What's the date today?

10 THE CLERK: Today is Thursday, August 1.

11 THE COURT: So by August 9th you can have an
12 accounting for the Lindell property from January 1st currently
13 and you can have a check for her half of the proceeds next
14 Friday by 5:00 o'clock? Is that -- and again, I don't know
15 what that's going to look like on that. And then you said
16 2010, '11 and '12 you need about two weeks for -- going back
17 to --

18 MR. NELSON: Two to three weeks to do that.

19 THE COURT: All right. Because I expect to come
20 back on about two or three weeks and see what that accounting
21 comes and be ready for another check what that accounting
22 says. And when we do income back for that accounting for 2010
23 forward, I have a check ready for it if her half is on that
24 and we'll look at that and we may argue if they're legit

1 numbers or not. But at least we'll have some money coming
2 through on that. I want to give you a chance to debrief your
3 issue on the charging order.

4 I'm going to continue this for the order to show
5 cause based on the payment of the 1.2 million. And you need
6 that order submitted so we can do that and we'll put it on a
7 status check as far as maintaining that, because that was my
8 order that he has that obligation to pay. I know they're
9 going to argue they don't have the ability to pay, but I think
10 -- he hasn't got the order yet, so I can't pursue that.

11 I want the accounting for the BANONE. Again, the
12 reason for that is if the supreme court lifts that stay, then
13 my intention is to get her accounting so she can get that
14 money. If they disagree with me, so be it, but I'm not going
15 to wait another three or four months to get BANONE done.
16 Let's get this one. I will take as far as the receiver. I'll
17 be -- it'll be better what the supreme court does.

18 I'll be honest on that, that I have considered doing
19 a receiver with -- with Mr. Bertch due to the fact that
20 someone has control, because I don't like the way -- I don't
21 feel comfortable who has control of that trust, if it's the
22 trust or if it's Mr. Nelson or what his sister will be in the
23 distribution trustee. I don't feel warm and fuzzy about that,
24 I'll be real honest with you on that. He's been controlling

1 everything from day one from the day the decree was filed on
2 that and he made businesses he saw fit. And fine, I didn't
3 put a receiver in that because he was making money doing that
4 and I figured well, we figure out in those accountings if
5 there was anything was stolen.

6 And to be -- in fairness to Mr. Nelson, when they
7 did their accounting, they didn't really see anything that was
8 hidden or things like that. There was a lot of questions
9 about how they transferred this stuff and, you know, due from
10 and due to to balance things out there and I thought that was
11 a little -- I think I made that clear on that, but they didn't
12 find things that were hidden or missing at least on that.
13 Some of the accounting practice were definitely in question.

14 As far as the Lindell, so you're going to have a
15 check to her by the close of Friday for any -- her share of
16 the rentals from January 1st forward. You can have that by
17 5:00 o'clock December -- August 9th, is that correct?

18 MR. NELSON: Yes, sir.

19 THE COURT: I want to make sure it's real clear and
20 we'll put this on an accounting and then three weeks
21 thereafter you can have a full accounting for Lindell going
22 back to 2010. Because I want to be --

23 MS. PROVOST: Your Honor, we -- we would like it to
24 back to the time of the filing of the complaint in --

1 THE COURT: Yeah.

2 MS. PROVOST: -- 2009.

3 THE COURT: And I will on that, but if I can get
4 2010, if he can deliver that in two or three weeks, I can look
5 at that and then we'll go all the way back. At least I'm
6 trying to sit there and get some money to her now while we're
7 waiting. I will let you brief it that time. I'm going to
8 give you a briefing schedule, because -- when we come back,
9 I'm going to be talking about a charging order. I'm going to
10 be talking about a receiver, just so you know, and we'll talk
11 about all those issues so we get it done. I'm going to be
12 addressing the -- the order by his payment of 1.2 million for
13 -- and I'll set it for an order to show cause hearing at that
14 time. I would need that for -- for a trial.

15 So I want to give everybody a chance to brief those
16 issues, number one. The charging order, and if I issue that
17 charging order, show you no, it would be to any distributions
18 and any payments on his behalf because I ain't stupid. I'm
19 not going to let 50,000 for all his expenses and not be paying
20 spousal support. And my inclination would be to give her
21 temporary spousal support for the seven grand a month with
22 that charging order just so you know where I'm going so
23 everything is on the table so you could do what you need to do
24 with the supreme court otherwise, but that's my inclination.

1 I think I clearly that authority to issue a charging order on
2 payments as far as payments on behalf of that, because I think
3 that should be paid before any monies go to Mr. Nelson for his
4 behalf. It should go to his -- his family support
5 obligations.

6 So we'll have the -- to -- to clarify the record, we
7 will have the Lindell accounting for your half of the rentals
8 from January 1st to current of this year. He will have a
9 check delivered to Mr. Dickerson's office by 5:00 o'clock on
10 the 9th for any half he thinks you're entitled to. Again, so
11 maybe something on -- I'm not saying that's the valid number.
12 We'll look at those numbers when we get there. We're going to
13 be back on about three weeks to give him a chance to see the
14 accounting for the Lindell from 2000 -- January 1st, 2010
15 forward to January 1st, 2013.

16 And based on that, I'm going to have you have a
17 check ready at that time for her half and then we can argue --
18 challenge those numbers later. But that way she's getting her
19 half that you feel that she's clearly entitled to and then we
20 can dispute those numbers accordingly. And then also to give
21 you a chance to address the issue as to receivership for --
22 for -- and also for the charging order for the temporary
23 spousal support. And I plan to put that on -- let's see. If
24 we got three weeks after the 9th, it would be what, by the end

1 of August. And that way we would be ready to go and if I need
2 a contempt hearing at that time, then I'll set it for a trial
3 for contempt hearing as to the 1.2 million. And by that time,
4 the supreme court may have rendered some of this stuff moot.
5 Maybe they'll get it done at that time. So two weeks from the
6 9th would be the 30th. So what's that first Monday? What
7 would be that --

8 MS. FORSBERG: That's a holiday. That Monday is a
9 holiday, Your Honor.

10 MS. PROVOST: Yeah, the second is the -- is the
11 Memorial holiday.

12 MS. FORSBERG: Labor Day.

13 MS. PROVOST: Labor Day holiday. Like --

14 THE COURT: Okay. So let's get some time frames.
15 The accounting for the Lindell from the January 1st, 2010
16 through the January 1st, 2013 will be due with a check in hand
17 to Mr. Dickerson's office by 5:00 o'clock on the August 30th.
18 Is that August 30th? Does that -- Friday, that gives you the
19 three weeks from the 9th when you said you would have your
20 first accounting from January 1st of this year forward. And
21 again, to have a check delivered for her half of the rental
22 proceeds from 2010 going forward on the 30th. And again, I'm
23 not saying those numbers will be accepted by the Court. At
24 least we'll have something that you're in agreement with and

1 then we'll fight over those numbers as we deem appropriate.
2 And then we're going to give you a briefing schedule at this
3 time to brief the issue of the charging order and also the
4 issue as to receivership. That way you have a fair chance to
5 hear that, because there has been a motion I took under
6 advisement a couple of years ago.

7 MS. PROVOST: So Your Honor, I just want to make
8 sure the dates are clear. The January 1st of '13 to present
9 accounting is due by 5:00 o'clock on the 9th inclusive of any
10 check and that amount of that check is subject to modification
11 at the status check if Your Honor finds that there have been
12 improper deductions.

13 THE COURT: Absolutely. If you think --

14 MS. PROVOST: Okay.

15 THE COURT: -- they hid some stuff or we need to do
16 a further accounting, I will. I just want to give a chance if
17 he's in agreement with that so I can get some to Ms. Lynita
18 while all of these things are pending.

19 MS. PROVOST: And then the January 1st, 2010 through
20 January 1st, 2012, that accounting is due by August 30th at
21 5:00 p.m. including a check for any monies that were due?

22 THE COURT: Again, and -- and subject to any
23 modifications subsequently if it looked like the numbers don't
24 jive with anyone.

1 MS. PROVOST: And then we'll set a date at the
2 status check for the 2009 -- January 1st, 2009 through January
3 1st, 2010 accounting. Those are the Lindell accountings.

4 THE COURT: Right.

5 MS. PROVOST: The BANONE accounting, that is due on
6 the date of the status check as well or --

7 THE COURT: Absolutely.

8 MS. PROVOST: -- or is that due August 30th at
9 p.m.?:

10 THE COURT: I think you probably need -- you need
11 August 30th to give more time to do the BANONE accountings.

12 MR. NELSON: We're just doing June and July?

13 THE COURT: Yeah, just be start from --

14 MR. NELSON: Yes, I can get that done --

15 MS. PROVOST: June and July.

16 MR. NELSON: June, July and rental properties only,
17 correct?

18 THE COURT: Right. And you can do that by --

19 MR. NELSON: And when -- what date, the 9th?

20 MS. FORSBERG: August 30th.

21 MR. NELSON: August 30th.

22 MS. FORSBERG: August 30th.

23 MR. NELSON: August 30th? Yeah.

24 MS. FORSBERG: Uh-huh (affirmative). If he can have

1 it done by the 9th, it would be great.

2 MS. PROVOST: We would like August 30th, Your Honor.
3 I mean, that's the one that --

4 MS. FORSBERG: You've already got him doing the
5 other one. We don't want to --

6 MS. PROVOST: That was the one that was ordered for
7 today, so should that be by the 9th or the 30th?

8 THE COURT: Can -- can you do it by the 9th? I'm
9 trying -- I want to be reasonable people on that and get this
10 --

11 MR. NELSON: Is this an audit?

12 MR. LUSZECK: Your Honor, I'm -- I'm out of town all
13 next week and Mark is in a deposition all week too, so I mean,
14 I would request til the 30th or if not that, something later
15 than the 9th.

16 THE COURT: Okay.

17 MS. PROVOST: I didn't realize that the distribution
18 trustee was the one that has to be performing the accounting.
19 I thought that was the job of the investment trustee which is
20 Mr. Nelson.

21 MS. FORSBERG: Well, if she's writing a check --

22 MR. LUSZECK: We're not --

23 MS. FORSBERG: -- and she's writing a check.

24 MR. LUSZECK: And he is expressly --

1 MR. NELSON: No, we're not tending money on that,
2 are we?

3 THE COURT: Well, let's give you as to the BANONE,
4 I'll give you the following week til August 16th by 5:00
5 o'clock. That gives you an extra week to look at that for the
6 BANONE accountings effective as of June, because that's when
7 my decree -- I think it was signed June 3rd, so I think she
8 should have the rental incomes from June and July going
9 forward. So we'll get that accounting due by the close of
10 business on August 16th at 5:00 o'clock.

11 Again, you don't have to have a check in hand,
12 because that's subject to what the supreme court ultimately
13 determines. I'm trying to get that so when we get to where we
14 need to get on that, I don't have to come back 30 to 45 days
15 later for another accounting, because I'm going to try to get
16 this done. So you guys are probably getting sick of seeing me
17 and I -- I respect that. My wife sometimes feels the same, so
18 I understand that, so I'm just trying to help you guys get
19 this done and give everybody a fair chance to be heard by all
20 the courts. But this needs to be done one way or the other.
21 I can only imagine.

22 So the BANONE accounting for the -- as effective as
23 of June going forward for the rental incomes and any expenses
24 you want deducted will be due to Mr. Dickerson's office by

1 5:00 o'clock p.m. on August 16th. We will address those again
2 on the August 30th -- on the -- on the status check after
3 August 30th for all these issues. We'll give you a briefing
4 schedule.

5 I'm going to give the trust the first shot at the
6 briefing as of the charging order and as to the appointment of
7 a receiver. I'll give you a fair shot at it, because I kind
8 of made my position pretty clear. So I'm going to give you a
9 chance to do that and give Mr. -- Mr. Dickerson a chance to
10 respond to that. I'm going to give you through -- what's
11 today, the -- if I gave you to the August 23rd, that would be
12 basically three weeks. Does that give you enough time to
13 respond if I gave you a week to respond and you can do your
14 reply orally? Because what I'm trying to do on that is on
15 that 30th, that 1st of December come back and see what those
16 issues are, because the supreme court may have made it moot
17 and it can get this thing done.

18 So I would like to come back that first week of
19 September, because I'm -- want to see about getting some money
20 to Ms. Lynita in the interim as far as if it's necessary on
21 that where it can get everybody's argument on that at least as
22 to the temporary spousal support in case the supreme court has
23 -- needs some more time to decide what they're going to do.
24 Does that give you enough time if I gave you a week, Mr. --

1 Mr. Dickerson, would a week in response to that if I gave them
2 to the 23rd to submit their briefing as to the charging
3 Court's authority issue, the charging order as to the payments
4 to Mr. Nelson as well as any payments on his behalf and then
5 also as to the appointment of a -- of a receivership, would a
6 week give you enough time to respond or do you think you need
7 more time for that to respond especially with the holiday
8 coming up?

9 MS. PROVOST: I think we can get it done in that
10 time frame, Your Honor. You're talking the trust will have
11 until August 23rd to submit their brief on the charging order
12 and receiver issues and then we would have a week from that --
13 from --

14 THE COURT: From that Friday. Yeah, does that give
15 you enough time? I want to -- because I would like to hear it
16 then the first week of September, because if -- if I got -- if
17 those issues are gone, then I can start getting a charging
18 order, start getting her some temporary spousal support
19 pending what the supreme court does.

20 MS. PROVOST: We'll make it work. Mr. Karacsonyi
21 will be writing that brief, because I have a prior commitment
22 out of state that week.

23 THE COURT: Then he can do it.

24 MS. PROVOST: That's what he gets for being gone for

1 three weeks on a honeymoon. When he comes home, he'll have a
2 new assignment.

3 THE COURT: And then we set it for the first week of
4 September, because I want -- what I'm trying to do is see what
5 the supreme court with their stays and the one from July 30th
6 gave 11 days I think to -- from the day of that order. So I'm
7 trying to fit some time that maybe they'll have it resolved so
8 you're not coming back in 19 different courtrooms. So let's
9 -- what do we looked at first week of September? What does
10 that look like and see what your guys' schedules look like.

11 THE CLERK: We have September the 4th at 3:00 p.m.
12 It's a Wednesday.

13 THE COURT: Does that work as a status check on all
14 these issues? I'll be ready to issue a decision after reading
15 the briefs and I'll hear oral argument, but I'll be ready to
16 issue a decision immediately and also set it for a contempt
17 hearing once you get that order served for the 1.2 million.
18 Then I indicated that Mr. Nelson had the responsibility to pay
19 and then we can set that for an evidentiary hearing if we need
20 it for the order to show cause.

21 MS. PROVOST: And -- and for those orders, Your
22 Honor, those were delivered to Mr. Mashek's (ph) office and
23 Ms. Forberg -- Forsberg's office today.

24 MS. FORSBERG: They were emailed.

1 MS. PROVOST: I had asked for a response from them
2 within a week, so I'm hoping that if there's no delay that you
3 will have those orders entered. The last thing we would
4 request, Your Honor, is that, you know, we're now going the --
5 through not getting the accounting today, we're getting
6 another delay on the accounting and now we've got briefing on
7 the charging order and the receiver order, so we will be
8 requesting fees, Your Honor, on behalf of Mrs. Nelson. She
9 does not have the wherewithal to continue to be paying for all
10 of this to occur. So if -- if the charging order and the
11 receiver are ultimately appointed, Your Honor, I believe that
12 there is a basis for an award of fees, because Mrs. Nelson
13 will be the prevailing party.

14 THE COURT: Why don't you submit what your briefs --
15 the requestor or what -- and both sides can do it can submit
16 their --

17 MR. LUSZECK: Yeah.

18 THE COURT: -- costs memorandums with that as well
19 if they want. That way I can consider that and we all come
20 back and get it all wrapped up.

21 MR. LUSZECK: Yeah, obviously we disagree, but we'll
22 address that in a brief.

23 THE COURT: Yeah. And I'll give you a chance and
24 you can argue for fees as well. I'll be glad to entertain

1 that. Anything I missed? As far -- have you been able to get
2 it resolved with the Emerald Bay Mississippi property or is
3 that still an issue --

4 MS. PROVOST: Your Honor --

5 THE COURT: -- with the deeds?

6 MS. PROVOST: -- that's stayed, I mean, as far as
7 the property transfer, the supreme court is stayed.

8 THE COURT: But even the Emerald Bay? Because that
9 was a thing that they didn't dispute. They said the deeds --
10 the only issue was the -- was the deeds --

11 MS. PROVOST: It's --

12 THE COURT: -- the right stuff that they -- through
13 the --

14 MS. PROVOST: My interpretation of the stay order,
15 Your Honor, is that it stays the entire portion of the
16 property transfer and that would include the Mississippi
17 Emerald Bay property. Because that's supposed to go from the
18 trust to Lynita's trust. I mean, if they're willing to sign
19 the deeds, we're more than happy to take them, but I -- I
20 don't suspect that they're going to do that.

21 THE COURT: Oh, okay. I see what you're saying
22 where it says -- and I wasn't sure if I read it that way. So
23 the following assets from the Eric L. Nelson Nevada Trustee,
24 LSN Trust, colon, and it says the Lindell, BANONE, the trust

1 note receivable and Russell Road. I didn't see that stay in
2 the Emerald Bay which was not in dispute. The issue was what
3 was -- what Mississippi property was in the trust is what the
4 issue was and what those deeds that they submitted, the right
5 deeds. And people had to look at that, because I believe at
6 the last hearing they said that --

7 MS. PROVOST: Well, if -- if Your Honor is
8 interpreting this --

9 THE COURT: -- because wasn't that in their trust?
10 Wasn't the Emerald Bay already entered?

11 MR. NELSON: No.

12 MR. LUSZECK: No.

13 MS. PROVOST: If Your Honor is interpreting that
14 that stay does not apply because it's not specifically
15 referenced, then Your Honor's order was that that be
16 transferred and we are fine with that.

17 THE COURT: Well, I'll look at that if you guys are
18 in agreement with that, because that was the issue that when
19 they first came here last time. But you're -- you're probably
20 right with the order. It is saying on that, so it probably
21 would be inappropriate on that, but when I first read it, I
22 didn't really look at it that way because I didn't think that
23 was at issue. I thought they had agreed with the Mississippi
24 property was because of those deeds, the rights deeds is what

1 I thought they were saying at the last hearing. But we'll
2 hold off on that the next date as well then to see if that's
3 -- it might -- you want this minute order to serve as the
4 order for today or do you want a written order? Because I'm
5 trying to save you guys some time and resources.

6 MS. PROVOST: It would save us some fees and time in
7 getting a order prepared.

8 THE COURT: Are you guys okay with that as far as
9 the minute order to serve as the order? We'll -- we'll get a
10 copy to everybody. If you think that's incorrect, I'll leave
11 that for argument when we come back. I'm trying to save you
12 from spending time with drafting orders going back and forth
13 to try to save the parties some time and expense. And I think
14 the minute order was pretty specific I think that I -- may
15 give it to brief. So everyone hold off on the Mississippi
16 property as well and I'm going to stay something if you guys
17 are in agreement that that was the property and then fine, I
18 won't stop you from doing that.

19 MR. LUSZECK: And just with the respect to the
20 September 4th and 3, I think it looks like a good date, but I
21 would just like the chance to check with Mark's calendar and
22 if not, we can work out an alternate --

23 THE COURT: Yeah.

24 MR. LUSZECK: -- date. So that week --

1 THE COURT: Just let us know. If it doesn't work --
2 MR. LUSZECK: -- that's okay, Katherine.
3 THE COURT: -- talk to attorneys and call my
4 chambers and we'll --
5 MS. PROVOST: As long as it's not a -- I mean, if
6 it's moving at a day delay, it's not a problem.
7 MR. LUSZECK: That's the -- I'm talking about that
8 week.
9 MS. PROVOST: If it's moving it three weeks delay,
10 then it's a problem.
11 MR. LUSZECK: Exactly. Yeah. I got you. That's
12 not what I'm requesting.
13 THE COURT: And if the supreme court makes a
14 decision before that, I'll be glad to hear it as soon as the
15 supreme court rules if the -- again, I -- if they -- if they
16 cancel the stay and deny the writ and then I would hear it
17 even before that to enforce the decree unless the supreme
18 court is going to give the stay of the -- of the decree
19 pending any appeal. So just so everybody knows where I'm
20 going on that, I'm -- I already denied the stay pending appeal
21 and I would not grant a stay of the divorce decree. So it's
22 all up in the supreme court and if they decide that they're
23 going to vacate that stay and they're not going to show a
24 writ, then my intention would be to enforce that decree