

# EXHIBIT 14

# EXHIBIT 14

**DO NOT DESTROY THIS NOTE:** When paid, this note, with Deed of Trust securing same, must be surrendered to Trustee for cancellation before reconveyance will be made.

**NOTE SECURED BY DEED OF TRUST  
(INSTALLMENT - INTEREST INCLUDED)**

\$ 88,166.00

Las Vegas, NV.

January 1<sup>st</sup>, 2012

FOR VALUE RECEIVED, I/we promise to pay in lawful money of the United States of America, to Banone, LLC a Nevada limited liability company located at 3611 S Lindell Rd, Ste 201, Las Vegas, NV 89103 or order, at place designated by payee the principal sum of EIGHTY EIGHT THOUSAND ONE HUNDRED SIXTY SIX DOLLARS AND 77/100 (\$88,166.00), with interest in like lawful money from January 1st, 2012, at Eight percent (8.00%) per annum on the amounts of principal sum remaining unpaid from time to time. Interest only payments payable in advance in monthly installments of Five Hundred Eighty Seven and 77/100 Dollars (\$587.77), or more each, on the 1st day of each and every month beginning on January 1, 2012 and continuing December 1, 2015. The entire principal amount and any unpaid interest is due in full December 31, 2015.

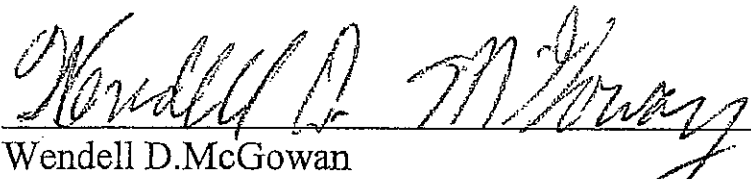
The Note is not assumable.

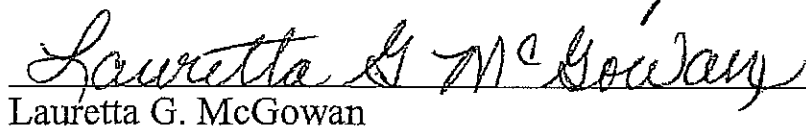
The Borrower may prepay all or a portion of the principal balance at any time without penalty.

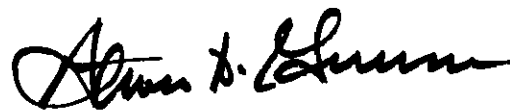
The DEED OF TRUST securing the within note contains the following provisions:

"In the event the herein described property or any part thereof, or any interest therein is sold, agreed to be sold, conveyed or alienated by the trustor, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of the holder hereof and without demand or notice shall immediately become due and payable."

Each payment shall be credited first on interest then due; and the remainder on principal; and the interest shall thereupon cease upon the principal so credited. Should default be made in payments, of any installment of principal and interest, the whole sum of principal and interest shall, at the option of the holder of this note, become immediately due. Principal and interest payable in lawful money of the United States. If action be instituted on this note, the undersigned promises to pay such sum as the Court may adjudge as attorney's fees. This note is secured by a DEED OF TRUST to Nations Title Company of Nevada, a Nevada Corporation as Trustee.

  
Wendell D. McGowan

  
Laurretta G. McGowan



CLERK OF THE COURT

1 RPLY  
2 THE DICKERSON LAW GROUP  
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8 EIGHTH JUDICIAL DISTRICT COURT  
9 FAMILY DIVISION

10 CLARK COUNTY, NEVADA

11 ERIC L. NELSON,

12 Plaintiff/Counterdefendant,

13 v.

14 LYNITA SUE NELSON,

15 Defendant/Counterclaimant.

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

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

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

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

25 Counterclaimant and Crossclaimant,

26 v.

27 LYNITA SUE NELSON and ERIC  
28 NELSON,

Purported Cross-Defendant and  
Counterdefendant,

...

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

11  
12 REPLY TO  
13 ELN TRUST'S OPPOSITION TO DEFENDANT'S MOTION TO ENFORCE THE  
14 JUNE 3, 2013 DECREE OF DIVORCE, ADDRESS ISSUES RELATING TO  
15 PROPERTY AWARDED TO DEFENDANT IN THE DIVORCE, AND FOR  
16 RELATED RELIEF  
17 AND  
18 ERIC NELSON'S OPPOSITION TO DEFENDANT'S MOTION TO ENFORCE  
19 THE JUNE 3, 2013 DECREE OF DIVORCE, ADDRESS ISSUES RELATING TO  
20 PROPERTY AWARDED TO DEFENDANT IN THE DIVORCE, AND FOR  
21 RELATED RELIEF  
22 AND  
23 OPPOSITION TO ERIC NELSON'S COUNTERMOTION

20 COMES NOW Defendant, LYNITA SUE NELSON ("Lynita"), by and through  
21 her attorneys, ROBERT P. DICKERSON, ESQ., and KATHERINE L. PROVOST,  
22 ESQ., of THE DICKERSON LAW GROUP, and hereby files this Reply to the  
23 Oppositions filed by the ELN Trust ("ELN Trust") and Eric Nelson ("Eric") to  
24 Defendant's Motion to Enforce the June 3, 2013 Decree of Divorce, Address Issues  
25 Relating to Property Awarded to Defendant in the Divorce, and for Related Relief and  
26 further opposes whatever relief is being requested by Eric in his unspecified  
27 Countermotion. Defendant's filing is referred to as the "Reply" herein.


28 . . .



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

4 Dated this 14<sup>th</sup> day of January, 2015.

5 THE DICKERSON LAW GROUP

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

12 POINTS AND AUTHORITIES

13 I. INTRODUCTION AND STATEMENT OF FACTS

14 As has been the case for the duration of these proceedings since the ELN Trust's  
15 entry to this litigation, Eric has filed his Opposition confirming his Notice of Joinder  
16 and joining the positions taken by the ELN Trust in their opposition, lock, stock and  
17 barrel. As Eric and the ELN Trust continue to assert themselves as a unified front,  
18 joint in every respect, this Court should enforce its judgment set forth in the June 3,  
19 2013 Decree of Divorce (the "Decree") against both lock, stock and barrel, and stop  
20 the games that have been continued for the 18 plus months since the entry of the  
21 Decree. While the ELN Trust, Eric, and Lynita have all filed appeals dealing with  
22 various aspects of this case with the Nevada Supreme Court, none of the appeals which  
23 have been filed limit this Court's authority to grant the relief requested by Lynita in  
24 her Motion.

25 Whereas Eric obtained and immediately had the benefit and use of the assets  
26 granted to him by the Decree, Lynita has been denied access to and the benefits of use  
27 of the assets awarded to her by the Decree for the last 18 plus months. This Court has  
28 repeatedly stated that it will not stay the judgment set forth in the Decree and has

1 previously addressed Eric and the ELN Trust's concerns about security should either  
2 prevail on appeal through the injunction of certain assets, namely the Banone  
3 Properties (\$1,184,236) and Lindell Properties (\$1,145,000) and Lynita's (\$492,500)  
4 and Eric's (\$492,500) interest in the Brian Head Cabin. At the June 4, 2014 hearing  
5 this Court found as follows,

6       **THE COURT FURTHER FINDS** that it is not inclined to stay these  
7       **proceedings as this matter has been pending since 2009. Lynita**  
8       **should receive the income from the properties awarded to her or the**  
9       **LSN Trust at this time, and the . . . properties shall be transferred**  
10       **to the LSN Trust at this time so she can manage same and receive**  
11       **the rental payments from same. . .**

12       Exhibit A.

13 It cannot be any clearer that all that remained to complete the District Court portion  
14 of this case following the June 4, 2014 hearing was for the property transfers to occur,  
15 for Eric and the ELN Trust to provide the court ordered accounting necessary to  
16 determine what money had been collected by Eric and the ELN Trust from assets  
17 which were awarded to Lynita by the Decree, and for there to be a final determination  
18 and payment to Lynita of the same. The accounting has been prepared and provided,  
19 Lynita has filed her Motion addressing clarification of the accounting, and Eric and the  
20 ELN Trust have filed their response to Lynita's Motion. This Court should rule on the  
21 accounting issues, enter clear orders requiring satisfaction of the judgment in the  
22 Decree, and allow litigation in the District Court to come to an end.

23       II.     LEGAL ARGUMENT

24       A.     No Injunction Exists Which Effects the Transfer of Property to Lynita

25       Eric and the ELN Trust have attempted to justify their failure to complete the  
26 transfer of the assets called for by the Decree by their interpretation of this Court's  
27 Order from the June 4, 2014 hearing. Specifically, Eric and the ELN Trust claim that  
28 since the Mississippi Properties, Farmouth Circle and Roseridge Avenue properties, JB  
Ramos note, and Russell Road were not addressed at the June 4, 2014 hearing, these  
remain subject to the September 4, 2013 Order which enjoined Eric and the ELN Trust

1 from transferring, encumbering, selling, disposing of, liquidating, pledging as security,  
2 or making any other disposition of the assets awarded to Lynita in the Decree. The  
3 Order from September 4, 2013 hearing states, in pertinent part:

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

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

9 (2) the JB Ramos Trust Note;

10 (3) the Grotta 16.67% interest;

11 (4) the Emerald Bay Mississippi property;

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

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

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

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

19 **Exhibit B.**

20 It is unfathomable to believe this Court intended the September 4, 2013 Order, issued  
21 at Lynita's request to protect Lynita's assets from Eric and the ELN Trust's misuse, can  
22 be relied upon to prevent the completion of the property transfers to Lynita as called  
23 for in the Decree.

24 (1) Mississippi Properties

25 This Court recognized and specifically found at the July 22, 2013 Hearing (for  
26 which an Order was entered on September 4, 2013) the ELN Trust had no objection  
27 to executing the necessary deeds to transfer the Mississippi Properties to Lynita.  
28 Rather, the sole objection expressed by the ELN Trust to this Court at that hearing was

1 to the form of the deeds that they were being asked to sign. Two (2) of the deeds were  
2 originally prepared by Lynita's Mississippi counsel as Corrected Quitclaim Deeds and  
3 two (2) of the deeds were originally prepared by Lynita's Mississippi counsel as  
4 Corrected Grant, Bargain Sale Deeds. The ELN Trust expressed concern with the latter  
5 of the deeds as they did not believe the deeds reflected that the properties were being  
6 transferred without warranties of any kind. This Court specifically ordered the  
7 execution of two (2) initially presented Corrected Quitclaim Deeds transferring  
8 Mississippi Properties by 5:00 p.m. on Friday, July 26, 2013 and indicated that counsel  
9 was to address and reach agreement concerning the execution of the remaining deeds  
10 for the transfer of the Mississippi Properties. Agreement was reached to prepare the  
11 remaining deeds as Corrected Quitclaim Deeds instead of Corrected Grant, Bargain  
12 Sale Deeds. However, prior to execution of the deeds, the ELN Trust filed their Writs  
13 to the Nevada Supreme Court and all of the property transfers set forth in the Decree  
14 were temporarily stayed.

15       On May 23, 2014, the Nevada Supreme Court vacated all temporary stays of the  
16 Decree. On June 4, 2014 this Court addressed the transfer of certain assets to Lynita  
17 but failed to address the Mississippi Properties, Farmouth Avenue and Roseridge  
18 Properties, JB Ramos Note, or Russell Road as no one raised any issues pertaining to  
19 those assets with the Court. The reason those issues were not discussed at the June  
20 4, 2014 hearing is simple - this Court had already entered the necessary Orders  
21 requiring transfer of title, or money in lieu of title, in prior proceedings. Eric and the  
22 ELN Trust cannot now rely upon silence on the remaining assets at the June 4, 2014  
23 hearing as their basis to avoid the transfer of those assets and the income associated  
24 with those assets to Lynita.

25       On September 8, 2014, after counsel for all parties finally reached agreement on  
26 the language of the various outstanding orders in this case, Lynita's counsel took action  
27 to complete the property transfers called for by the Decree. Specifically, the following  
28 . . .

1 efforts were made by Lynita's counsel to complete the judgment in the Decree and to  
2 resolve property issues addressed in Lynita's Motion:

3 - September 8, 2014 - Email sent to Mr. Luszeck regarding  
4 execution of Mississippi Properties Deeds; deeds hand delivered to Mr.  
Luszeck's office. **Exhibit C.**

5 - September 8, 2014 - Letter sent to Mr. Luszeck and Ms. Forsberg  
6 regarding Farmouth Circle and Roseridge Avenue properties inclusive of  
demand for payment. **Exhibit D.**

7 - September 15, 2014 - Letter sent to Mr. Luszeck and Ms.  
8 Forsberg regarding Mississippi RV Park requesting a copy of the lease  
agreement with Silver Slipper Casino. **Exhibit E.**

9 - October 14, 2014 - Letter sent to Mr. Luszeck and Ms. Forsberg  
10 regarding Lynita's Wyoming Property requesting a copy of the lease  
agreement with Branson C. Roberts and an accounting of all income  
received. **Exhibit F.**

11 - September 17, 2014; November 18, 2014; December 8, 2014 -  
12 Letters sent to Mr. Luszeck and Ms. Forsberg regarding Arnold Avenue  
13 property. **Exhibit G.**

14 At this time the only thing even arguably preventing completion of the judgment  
15 of the Decree is Eric and the ELN Trust's alleged desire not to violate this Court's  
16 injunctive orders. As this Court never expressed its intention to stay the judgment set  
17 forth in the Decree, this Court should clarify that there is no stay on the Decree, order  
18 all property transfers be completed within 48 hours of the required documentation to  
19 facilitate transfer, order all monetary payments owed to Lynita be paid within 48  
20 hours, and enter any additional clarifying orders necessary to dispense with District  
21 Court litigation.

22 B. There is No Basis for a Stay as the Court Has Already Decided  
23 this Issue - There Can Be No Second Bite at the Apple

24 In its Status Report and Request for Stay Pending Entry of Final Decree of  
25 Divorce filed June 3, 2014, the ELN Trust requested a stay of the assets which were to  
26 be transferred to Lynita in accordance with the terms of the Decree. This request was  
27 heard by this Court at the June 4, 2014 hearing and the Court made clear its intention  
28 not to issue a stay of the judgment set forth in the Decree. Yet, once again, the ELN

1 Trust (joined by Eric) is back and requesting the same relief. As aptly noted by the  
2 ELN Trust in its Opposition, in Nevada, “[n]o proposition of law is more thoroughly  
3 settled than that, when issues between parties to an action have once been tried and  
4 finally determined, whether such determination is erroneous or not, the same questions  
5 cannot be litigated by such parties or their privies.” Kernan v. Kernan, 78 Nev. 93, 94,  
6 369 P.2d 451, 452 (1962). Further, “a judgment is conclusive not only on the  
7 questions actually contested and determined, but on all matters which might have been  
8 litigated and decided in the suit.” York v. York, 99 Ne. 491, 493, 664 P.2d 967, 968  
9 (1983). The request for stay having already been denied, this same issue cannot be re-  
10 litigated by Eric and the ELN Trust now, in a second bite at the apple attempt for a  
11 different result.

12 This Court should once again confirm that there is no basis to stay the judgment  
13 set forth in the June 3, 2013 Decree, the assets should transfer to Lynita as ordered,  
14 with Lynita receiving all income attributable to those assets since June 3, 2013. To  
15 ensure clarity on the reason the District Court has denied the motion for stay, this  
16 Court should once again further confirm its finding at the June 4, 2014 hearing that  
17 this Court’s injunction of the Banone Properties (\$1,184,236), Lindell Property  
18 (\$1,145,000) and the parties’ interests in the Brian Head cabin (\$985,000) provides  
19 sufficient security to “protect the prevailing party from loss resulting from a stay of  
20 execution of the judgment.”<sup>1</sup> Lynita is not requesting that the injunction of these  
21 assets be lifted and will await resolution of the appeals process to dispose of such  
22 assets.

23 . . .

24 . . .

25 . . .

26 . . .

27

---

28 <sup>1</sup> McCullough v. Jeakins, 99 Nev. 122, 659 P.2d 302 (1983).

1 While no legitimate reason to stay the judgment in the Decree has been  
2 demonstrated, should this Court even consider the request for stay, pursuant to NRC  
3 62(d) and Nevada case law, the stay should be contingent upon both Eric and the ELN  
4 Trust's filing of a supersedeas bond equal to the "full judgment amount"<sup>2</sup> plus any  
5 interest which would accrue to Lynita's benefit during the next 18 to 24 months, which  
6 is a realistic time frame for the completion of the appeals process.

7 Finally, this Court should deny Eric and the ELN Trust's request to stay this  
8 Court's ruling on Lynita's Motion while they seek a stay of the Decree through the  
9 Nevada Supreme Court as the delay in completing the judgment set forth in the Decree  
10 has already been delayed long enough.

11 C. Lynita is Entitled to Receive the Income from her Properties

12 Eric and the ELN Trust seek to limit Lynita's recovery of income generated by  
13 her properties to the time period following the Decree. In support of this argument  
14 they allege that Mr. Bertsch's evaluation of the parties' estate already encompasses and  
15 includes the income generated by Lynita's properties, which was collected by the ELN  
16 Trust. Specifically, it is acknowledged that \$14,235.19 was collected in rental income  
17 from the Arnold Property (which the ELN Trust did not own); \$42,793.09 in  
18 rental/interest income was collected from the Mississippi RV Park (which the ELN  
19 Trust did not own); and \$341,971.35 was collected from the Lindell Property (which  
20 the ELN Trust owned only 50%) during the period of time between 2009 and April  
21 2012. That the ELN Trust collected such rents does not give the ELN Trust the right  
22 to maintain the income attributable to Lynita's properties, to Lynita's detriment.

23 This Court specifically addressed the issue of the Lindell income (as to income  
24 generated between January 1, 2010 and date of Decree) in its ruling issued by Minute  
25 Order entered August 1, 2013 (post Decree), to wit:

26 2. Plaintiff shall provide an ACCOUNTING of the  
27 LINDELL properties from January 1 2013 to present to

---

28 <sup>2</sup> Nelson v. Heer, 122 P.3d 1252, 121 Nev. 832 (2005).

1 Mr. Dickerson's office along with a check for  
2 Defendant for her half of the proceeds by 5:00 P.M.  
3 August 9, 2013, which is subject to modification at  
4 next hearing. FURTHER, Plaintiff shall provide an  
5 ACCOUNTING for the LINDELL properties frm  
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.

6 **Exhibit H.**

7 As demonstrated by this Court's August 1, 2013 Order, the issue pertaining to  
8 Lynita being entitled to receive the income attributable to her assets which was  
9 collected by the ELN Trust was alive and well months after the Decree was entered.  
10 There would be no windfall to Lynita created by Lynita's receipt of the income  
11 attributable to her assets as the ELN Trust's argument assumes that the ELN Trust  
12 held 100% of the income which it collected between 2009 and date of Decree from the  
13 Arnold Property (which the ELN Trust did not own); Mississippi RV Park (which the  
14 ELN Trust did not own);and the Lindell Property (which the ELN Trust owned only  
15 50%) in its accounts to be considered in Mr. Bertsch's valuation of the overall estate  
16 at the time of trial. This is not the case and Eric and the ELN Trust's expenditures  
17 during the course of this litigation (as reflected in Mr. Bertsch's reports) confirm that  
18 the income which it collected from Lynita's assets were used by Eric and the ELN Trust  
19 for their benefit. Accordingly, Lynita renews her request that all income attributable  
20 to her assets since the filing of the Complaint be paid to her within 48 hours of this  
21 hearing.

22 ...  
23 ...  
24 ...  
25 ...  
26 ...  
27 ...  
28 ...



1                   D.     There Has Been No Re-Litigation on Lynita's Part

2           Lynita agrees with Eric and the ELN Trust on the principal of law expressed in  
3 Section D of the ELN Trust's Opposition. Parties should not get to re-litigate matters  
4 disposed of at trial. However, Lynita disagrees that the principals expressed in the  
5 Oppositions apply to the current proceeding. She is not attempting to re-litigate  
6 matters which have already been decided or which could have been raised at trial.  
7 Lynita's requests to this Court are to conclude matters which remained unresolved  
8 following entry of the Decree.

9                   E.     There is No Legal Basis for Lynita's Income to be Held in a  
10                   Blocked Account

11           Without asserting any legal basis for its request, Eric and the ELN Trust have  
12 requested that all money that Lynita contends she is owed from Eric and the ELN  
13 Trust be placed in a blocked account at Nevada State Bank. This request is nothing  
14 more than a back-door attempt to stay Lynita's ability to receive the income  
15 attributable to the properties awarded to her in the Decree, which this Court's order  
16 from June 4, 2014 hearing specifically provides for. This request should be denied and  
17 Eric and the ELN Trust ordered to pay to Lynita all that is due to her under the Decree  
18 and this Court's prior orders.

19                   F.     Individual Payments Due to Lynita

20                           (1)   Concord Village Security Deposit

21           The very assertion that the Concord Village property was turned over in good  
22 condition is outrageous. Exhibit C to Lynita's Motion dispels any such notion as the  
23 photographs confirm that the property was left with cracked and filthy tile, damaged  
24 and soiled carpet, stains on the walls, damaged walls, mold in the bathtub and  
25 surrounding area, and a trash strewn exterior. The Concord Village property was not  
26 the only property left in disrepair. Rather as can be seen from Exhibit I the Anaconda,  
27 Cambria, and Churchill, and properties all were not properly maintained, with  
28 significant damage. Even if Mr. Liu maintained a 32 hour work week on paper, he

1 most certainly did not maintain the Banone properties in rentable condition. In  
2 discussion with Lynita while inquiring as to being able to continue to have a position  
3 managing the Banone properties, Mr. Liu stated "Eric and I had an agreement that I  
4 would work on the rentals one day a week as I have a pool cleaning service I maintain."

5 Lynita's recourse against the prior tenant for damage to the Concord Village  
6 home is irrelevant to Eric (or his employee)'s unsupportable decision to return the  
7 \$500 security deposit for this property. Though stated, it is simply not fathomable  
8 that with a straight face Eric and the ELN Trust are actually asserting that the  
9 condition in which the Concord Village property (or any of the other damaged  
10 properties) was left is acceptable rental condition, even for lower income housing.  
11 Rather, what appears to have actually occurred is that Eric has financially supported  
12 his nephew (Mr. Liu) for performing little to no actual work while allowing the Banone  
13 properties to fall into disrepair. As the condition of the Concord Village property  
14 clearly did not warrant return of the \$500 security deposit, yet Eric chose to permit  
15 return of the security deposit anyway, Lynita renews her request that this Court order  
16 Eric, and the ELN Trust, to pay to Lynita \$500, with a date certain for delivery of this  
17 payment.

18 (2) Farmouth Circle/Roseridge Avenue/JB Ramos Note  
19 Farmouth Avenue

20 Lynita's counsel has prepared the necessary assignment for the transfer of the  
21 Farmouth Circle note. Exhibit J. Lynita respectfully requests, for the reasons set forth  
22 in Section A of this Reply, that Eric and the ELN Trust be ordered to execute the same  
23 within 48 hours of this hearing to finally complete the transfer of this asset to Lynita  
24 in accordance with this Court's Order from July 22, 2014 hearing, to wit:

25  
26 **IT IS FURTHER ORDERED** that, there being no objection, Eric  
27 Nelson, as Investment Trustee of the ELN Trust, shall transfer the  
28 Promissory Note and Deed of Trust securing the property located  
at 2209 Farmouth Circle to the LSN Trust. Eric Nelson and the  
ELN Trust shall also pay to Lynita the June and July payments

1 towards the promissory note, and any future payments received  
2 towards the same before such note is transferred to Lynita and the  
LSN Trust.

3 Exhibit K.

4 Additionally, as there is no valid basis for Eric and the ELN Trust to further  
5 avoid payment of the \$8,816.55 collected by Banone, LLC under the Farmouth Circle  
6 Note as indicated by the September 4, 2014 Accounting the same should be ordered  
7 to be paid within 48 hours of this hearing.

8 Roseridge Avenue

9 As for the \$63,000 Court Ordered payment to Lynita to compensate her for  
10 Eric's sale of the Roseridge Avenue property, for the reasons addressed in Section A  
11 of this Reply, Eric and the ELN Trust be ordered to pay the same to Lynita (with  
12 statutory interest since August 1, 2013) in accordance with this Court's Order from  
13 July 22, 2014 hearing, to wit:

14 **IT IS FURTHER ORDERED** that Eric Nelson shall pay to Lynita as  
15 compensation for the sale of the Banone, LLC property located at  
16 5704 Roseridge Avenue, the sum of \$63,000 on or before July 31,  
2013 absent the entry of a stay by the Nevada Supreme Court.

17 Exhibit K.

18 JB Ramos Note

19 With respect to the JB Ramos Note, as argued in the Motion, the September 4,  
20 2014 accounting indicates that the JB Ramos Note receivable has been "*paid in full*".  
21 Lynita was awarded the JB Ramos Note at a value of \$78,000 in the Decree. The  
22 terms of the Note are as follows:

23 On or before December 31, 2014, for value received, Joan B Ramos,  
24 Trustee of the Joan B Ramos Trust u/a/d October 4, 2004,  
25 promise(s) to pay to Banone, LLC, or order at 3611 S Lindell #201,  
26 Las Vegas, NV, the sum of \$78,000.00 Dollars, with interest at the  
27 rate of eight (8%) per cent, per annum payable in monthly interest  
only installments of \$520.00 per month beginning February 1, 2011  
and continuing each and every month thereafter until December 13,  
2014 at which time the Beneficiary herein agrees to renegotiate the  
existing principal balance and any interest due, if said note has not  
already been paid in full.

28 Exhibit L.

1 The September 4, 2014 accounting provided by Eric and the ELN Trust lists no  
2 income paid under the JB Ramos note but states that the note has been '*Paid in full*'.  
3 Neither of the Oppositions filed object to complying with the June 4, 2014 Order that  
4 Lynita is to receive payment of the amount due under the Note, to wit:

5 **IT IS FURTHER ORDERED** that Lynita is entitled to the income  
6 from the properties awarded to the LSN Trust in the decree from  
7 the date of the Decree to present date. To determine the amount  
8 the LSN Trust is entitled to, Eric and the ELN Trust shall provide  
9 an accounting of the income and payments received from the . . . JB  
10 Ramos Note. . . from the date of divorce to present day by no later  
than September 2, 2013 (90 days from the date of this hearing).  
Going forward, Eric shall provide monthly accountings for any  
income/payments received from properties awarded to the LSN Trust  
until such time as such properties are transferred to Lynita or the  
LSN Trust.

11 Exhibit A.

12 As there is no valid basis for Eric and the ELN Trust to further avoid payment of the  
13 full \$78,000 value of the JB Ramos Note, plus any contractual interest which would  
14 have accrued on the Note from the date of the Decree until the same was paid in full,  
15 this Court should inquire as to the date the Note was paid in full and enter an Order  
16 requiring Eric and the ELN Trust to pay Lynita \$78,000 plus all interest payments due  
17 under the terms of the Note.

18 (3) Banone Properties Deductions

19 Eric and the ELN Trust argue that as a result of the stay issued by the Nevada  
20 Supreme Court, the ELN Trust had a duty to manage and maintain the Banone  
21 Properties and that somehow justifies a deduction of \$65,000 in Management Fees  
22 (\$5,000 per month) from the gross profits received by Eric from the Banone Properties  
23 between June 1, 2013 and June 30, 2014. Arguing this can be compared to a parent  
24 seeking a "management fee" for holding money in a court ordered account for their  
25 child until the age of 18, neither of which would be appropriate or makes sense. Even  
26 a cursory review of Larry Bertsch's accountings to this Court during the divorce  
27 proceedings confirms that Eric has never charged the ELN Trust a \$5,000 per month  
28 "management fee" for his "management" and maintenance of the Banone Properties.

1 It is only now, as Eric and the ELN Trust seek to decrease what is rightfully owed to  
2 Lynita, has a \$5,000 per month management fee deduction been created. As stated in  
3 Lynita's Motion, this deduction should be disregarded as an invalid deduction when  
4 calculating the Banone, LLC income which is owed to Lynita.

5 Notably absent from the Oppositions is any defense of the fact that Eric is  
6 attempting to require Lynita to pay for 50% of Eric's total employee wages. These  
7 wages are attributable to Mr. Liu and to Keith Little. Mr. Little is Eric's "right hand  
8 man" whose tasks for Eric include improvement of Eric's net worth by selling Arizona  
9 properties, chasing deals, and operating as instructed by Eric for Eric's purposes.  
10 Neither Mr. Liu nor Mr. Little properly managed and maintained the Banone  
11 properties which were awarded to Lynita in the Decree.

12 In their desperate effort to justify Eric's deduction of \$19,649.83 in  
13 Administrative Wage Expense Deductions from the Gross Profits received by Eric and  
14 the ELN Trust from the Banone Properties between June 1, 2013 and June 30, 2014,  
15 the ELN Trust has submitted a self-serving Affidavit from Lance Liu claiming his  
16 \$3,000 per month income is justified by an alleged 32 hour work week performing  
17 services for Banone, LLC. Mr. Liu's actual work efforts for Banone, LLC were  
18 addressed above and as demonstrated by the condition of the Compass Rose property  
19 as well as the other Banone Properties which have required significant repair, the  
20 properties have not been maintained in an appropriate manner. For the reasons  
21 expressed in this Reply and Lynita's Motion, this deduction should be disregarded as  
22 an invalid deduction when calculating the Banone, LLC income which is owed to  
23 Lynita.

24 Lynita respectfully requests that this Court order Eric and the ELN Trust to pay  
25 to her the sum of \$96,991.80, plus statutory judgment interest from June 3, 2013, as  
26 and for the net profits attributable to the Banone Properties within 48 hours of this  
27 hearing.

28 . . .

1 (4) Lease for 1301 Heather Ridge Lane

2 While all of the other Banone Properties were represented to be maintained as  
3 month to month rentals, Eric, after this Court entered its Decree transferring the  
4 Banone Properties to Lynita, chose to enter into a three year lease with his nephew for  
5 the Heather Ridge home. This lease calls for the payment of \$700 per month rent and  
6 is one-sided in favor of Mr. Liu in that it allows Mr. Liu to break the lease at any time,  
7 without any penalty.

8 Eric and the ELN Trust object to Lynita's seeking payment of fair market value  
9 rent for the Heather Ridge property and claim that Lynita's MLS search is not  
10 representative of true fair market value rent. Lynita presently works as an assistant for  
11 a local property management company and in that capacity is familiar with the amount  
12 of rent which can be commanded for various properties. The MLS search submitted  
13 in Lynita's Motion was for rentals similar to the Heather Ridge property. A second  
14 MLS search again confirms that comparable rentals in the area command between  
15 \$1,200 and \$1,499 monthly rent. Exhibit M. Even Eric's own leasing history for this  
16 property belies the argument that Mr. Liu's rent is fair market value! Prior to Mr. Liu's  
17 occupancy of the Heather Ridge property Eric had been leasing this property to Nancy  
18 Soto and Jose Andrade for a monthly rent of \$1,100. Eric's lease with the prior renters  
19 is attached as Exhibit N. Clearly, the only reason Eric discounted rent for Mr. Liu is  
20 because Mr. Liu is his nephew. Similarly, the only reason Eric entered into a 3 year  
21 lease with Mr. Liu was to ensure Lynita could not evict Mr. Liu.

22 As Eric, and the ELN Trust, unilaterally decided to enter into a three (3) year  
23 lease with his nephew for less than market rent, Eric should be held responsible for his  
24 generosity to his nephew, which comes at Lynita's expense. Lynita renews her request  
25 that Eric and the ELN Trust be ordered to pay to Lynita the sum of \$800 per month  
26 for the duration of the remaining lease term, with a due date certain for each and every  
27 such monthly payment.

28 . . .

1 (5) Rusty Ridge Lane

2 If, as the ELN Trust asserts, the Rusty Ridge property remained unoccupied by  
3 any tenant from June 2013 through September 2013 then no income was produced  
4 during that three (3) month period of time. However, the question remains why the  
5 property remained vacant for three (3) months and whether Lynita should be  
6 compensated by Eric and the ELN Trust for fair market rent during the time the  
7 property remained vacant. This issue appears moot.

8 (6) Lindell Property

9 Neither the ELN Trust nor Eric has objected in their Oppositions to paying to  
10 Lynita the remaining income due to her from the Lindell building. Rather, their  
11 objections limited to the date from which the accounting of money owed should begin,  
12 and as to the amount which should be paid. Specifically, the ELN Trust seeks an offset  
13 of the \$32,728.97 paid to Lynita for the period of time January 1, 2010 through  
14 December 12, 2012, which was paid to Lynita in accordance with this Court's August  
15 1, 2013 Minute Order, to wit:

- 16 2. Plaintiff shall provide an ACCOUNTING of the  
17 LINDELL properties from January 1 2013 to present to  
18 Mr. Dickerson's office along with a check for  
19 Defendant for her half of the proceeds by 5:00 P.M.  
20 August 9, 2013, which is subject to modification at  
21 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.

22 Exhibit H.

23 There is no basis for Lynita, as 50% owner of the Lindell building between January 1,  
24 2010 and June 2, 2013 to not receive 50% of the income attributable to the Lindell  
25 building. Eric and the ELN Trust's request for a \$32,728.97 credit (the amount  
26 already paid for 2009 through date of Decree) to what remains owing to Lynita should  
27 be denied.

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1 from the Lindell building. Eric has had months to prepare. Therefore, Lynita renews  
2 her request that this Court order Eric, the ELN Trust, and all related businesses, to  
3 vacate the Lindell building within seven (7) days of the hearing.

4 Arnold

5 Eric and the ELN Trust assert no legal basis for their request that the Arnold  
6 Avenue income be placed in a blocked account. Eric and the ELN Trust do not own  
7 the Arnold Avenue property. Yet, this did not stop Eric from asserting he owed  
8 Lynita's property and entering into a Rent Collection Agreement with The McGarrh  
9 Agency, Inc. to manage the Arnold Avenue property. Though Eric's own handwritten  
10 notes appear to indicate he does not object to Lynita receiving the ongoing income  
11 from the Arnold Avenue property, and that he will sign whatever is needed so Lynita  
12 can directly receive the income for her Arnold Avenue property, Lynita's counsel still  
13 has not received the executed assignment provided through counsel on December 8,  
14 2014. Exhibit E. Further, the October and November 2014 income checks still have  
15 not been endorsed over to Lynita despite request.

16 Lynita request this Court Order Eric and the ELN Trust to execute the  
17 assignment and other necessary documents provided through counsel to allow Lynita  
18 to manage the Arnold Avenue property within 48 hours. Further, Lynita renews her  
19 request that this Court Order Eric and the ELN Trust to pay to Lynita the \$1,037.72  
20 in net income (plus statutory interest from June 3, 2013) which has been received for  
21 the period of time from June 3, 2013 through September 30, 2014, that Eric and the  
22 ELN Trust be Ordered to endorse the October and November 2014 rent checks to  
23 Lynita, and that Eric and the ELN Trust be ordered to provide an accounting for the  
24 period of time from May 6, 2009 through June 3, 2013 within 30 days. Finally, that  
25 this Court Order Eric and the ELN Trust to pay to Lynita the income attributable to  
26 the Arnold Property for the period of time May 6, 2009 through June 3, 2013 within  
27 48 hours of delivery of the accounting.

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1 income, it has not yet been provided, despite more than 18 months having passed since  
2 the Decree was entered. Lynita renews her request that discovery be reopened for the  
3 limited basis of service of a Subpoena to Full House Resorts, LLC to obtain the original  
4 lease, financial documentation and information pertaining to the RV Park. If Eric and  
5 the ELN Trust have nothing to hide there is no reason why they should be opposing  
6 this routine request.

#### 7 Mississippi Property Transfers

8 Lynita addressed the ELN Trust's arguments regarding the Mississippi Properties  
9 transfers in Section A above and will not be repeated.

#### 10 Wyoming Property

11 Eric and the ELN Trust have represented that they have not entered into any  
12 agreements for grazing rights upon Lynita's Wyoming Property. While counsel does  
13 not use this word lightly, such representations are a lie! As set forth in Exhibit R, Mr.  
14 Roberts has represented contrary information to Lynita in their texts exchanged  
15 between August 21 and August 24, 2014. Mr. Roberts has represented that he paid  
16 Eric in 2013 and Paul (this would be Paul Nelson, Eric's brother) in 2014. Mr.  
17 Roberts further represented that he had contracts with Eric and Paul, but "not this  
18 year". Mr. Roberts suggests that while he did not sign anything in the last two years,  
19 Eric had. Someone is lying and this Court must determine the credibility of Mr.  
20 Roberts. It is apparent that Eric has received income attributable to Lynita's Wyoming  
21 Property. The expensive way to determine this would require further litigation, a re-  
22 opening of discovery as to this issue, and another trial. The more cost efficient way  
23 would be for Eric to stop lying to this Court, provide the records of the income he (or  
24 Paul) have been paid, and to agree to pay to Lynita the total amount received.

25 Lynita respectfully requests that this Court issue an Order requiring Eric and the  
26 ELN Trust to provide Lynita with all contracts concerning her Wyoming Property, an  
27 accounting for the period May 6, 2009 through October 31, 2014 of all income  
28 received by Eric and/or the ELN Trust which is attributable to her Wyoming Property

1 within 30 days of the hearing of this Motion, and an Order that Eric and the ELN  
2 Trust pay Lynita all income received and attributable to the Wyoming Property for the  
3 period May 6, 2009 through October 31, 2014 (plus statutory interest from May 6,  
4 2009) within 48 hours of the provision of the accounting.

5 Unopposed Requests

6 Neither Eric nor the ELN Trust have opposed Lynita's request for payment of  
7 \$375 as compensation for the cost of removing the metal gate which Eric had installed  
8 at the Lindell Property without authority; for payment of \$26,694.40 which is 1/3 of  
9 the income attributable to the Russell Road investment for the period of time from  
10 June 3, 2013 through June 30, 2014 (plus statutory judgment interest from June 3,  
11 2013) or for a ruling on the amount of attorneys fees to be awarded to Lynita  
12 associated with the June 16, 2014 finding by the Court that Eric was guilty of  
13 contempt. As these requests have not been opposed they should be granted by this  
14 Court without further argument.

15 F. Opposition to Eric's Countermotions

16 Much of what has been set forth in Eric's countermotions has already been  
17 addressed, such as health insurance and Lindell, and will not be repeated here.

18 Garett's School

19 As was addressed in the Motion, this Court has no jurisdiction to enter any  
20 orders concerning Garrett's tuition. Garrett is not a minor child. Therefore, any  
21 obligation anyone has to him is a moral not legal one. Lynita never promised to pay  
22 for Garrett's school as she is in no position to do so. On the contrary, those promises  
23 solely came from Eric who also paid for his son-in-law's law school education. The  
24 form which Eric claims Lynita refused to complete for Garrett was a FAFSA form, which  
25 Eric also could have completed. Lynita declined to complete the FAFSA for several  
26 reasons which she discussed privately with Garrett.

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G. Lynita's Request for Attorneys Fees Should Be Granted

DATED this 19 day of January, 2015.

THE DICKERSON LAW GROUP

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

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

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

  
LYNITA NELSON

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of THE DICKERSON LAW GROUP, and that on this 14<sup>th</sup> day of January, 2015, I caused the above and foregoing document entitled REPLY TO ELN TRUST'S OPPOSITION TO DEFENDANT'S MOTION TO ENFORCE THE JUNE 3, 2013 DECREE OF DIVORCE, ADDRESS ISSUES RELATING TO PROPERTY AWARDED TO DEFENDANT IN THE DIVORCE, AND FOR RELATED RELIEF AND ERIC NELSON'S OPPOSITION TO DEFENDANT'S MOTION TO ENFORCE THE JUNE 3, 2013 DECREE OF DIVORCE, ADDRESS ISSUES RELATING TO PROPERTY AWARDED TO DEFENDANT IN THE DIVORCE, AND FOR RELATED RELIEF AND OPPOSITION TO ERIC NELSON'S COUNTERMOTION to be served as follows:

- ☒ [ X ] pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;
- ☒ [ X ] by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;
- ☐ [ ] pursuant to EDCR 7.26, to be sent via **facsimile**, by duly executed consent for service by electronic means;
- ☐ [ ] by hand-delivery with signed Receipt of Copy.

To the attorney(s) listed below at the address, email address, and/or facsimile number indicated below:

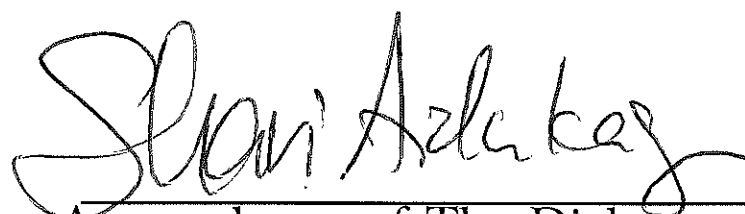
RHONDA K. FORSBERG, ESQ .  
RHONDA K. FORSBERG, CHARTERED  
64 North Pecos Road, Ste. 800  
Henderson, Nevada 89074  
[rforsberg@forsberg-law.com](mailto:rforsberg@forsberg-law.com)  
[mweiss@forsberg-law.com](mailto:mweiss@forsberg-law.com)  
Attorneys for Plaintiff

...  
...  
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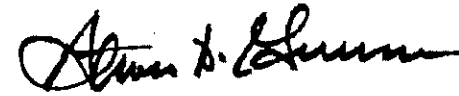
1 MARK A. SOLOMON, ESQ.  
2 JEFFREY P. LUSZECK, ESQ.  
3 SOLOMON, DWIGGINS, FREER & MORSE, LTD.  
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5 Las Vegas, Nevada 89129  
6 msolomon@sdfnvlaw.com  
7 jluszeck@sdfnvlaw.com  
8 sgerace@sdfnvlaw.com  
9 Attorneys for Distribution Trustee of the ELN Trust

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An employee of The Dickerson Law Group

# **EXHIBIT A**



CLERK OF THE COURT

1 ORDR  
2 THE DICKERSON LAW GROUP  
3 ROBERT P. DICKERSON, ESQ.  
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5 JOSEF M. KARACSONYI, ESQ.  
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10 Facsimile: (702) 388-0210  
11 Email: info@dickersonlawgroup.com  
12 Attorneys for LYNITA SUE NELSON

8 EIGHTH JUDICIAL DISTRICT COURT  
9 FAMILY DIVISION

10 CLARK COUNTY, NEVADA

11 ERIC L. NELSON,  
12 Plaintiff/Counterdefendant,  
13 v.

14 LYNITA SUE NELSON,  
15 Defendant/Counterclaimant.

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

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

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

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

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

25 Counterclaimant and Crossclaimant,

26 LYNITA SUE NELSON and ERIC  
27 NELSON,

28 Purported Cross-Defendant and  
Counterdefendant,

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

16 **ORDER REGARDING TRANSFER OF PROPERTY AND INJUNCTIONS**

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

...

...

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

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

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

13 THE COURT FURTHER FINDS that \$324,000 of the lump sum alimony  
14 awarded to Lynita in the Decree should be released to Lynita at this time, from the  
15 \$1,068,000 previously enjoined by the Court at Bank of Nevada. Such lump sum  
16 represents the \$20,000 the Court anticipated Lynita would receive from June, 2013,  
17 to June, 2014, for a total of \$240,000, and the remaining \$84,000 represents \$7,000  
18 per month in alimony (awarded in the Decree as a lump sum) for June, 2014, to June,  
19 2015 while this matter continues to be litigated. The Court entered a separate order  
20 for the payment of said funds in Open Court, however, while such Order states that the  
21 payment would be made to Lynita such payment shall be secured by property enjoined  
22 herein as further set forth below.

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

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

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

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

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

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

21 Accordingly, and for good cause appearing therefor,

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

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

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

7 IT IS FURTHER ORDERED that the ELN Trust shall pay to the LSN Trust the  
8 \$75,000 reimbursement related to the Wyoming Downs decision by the close of  
9 business on June 16, 2014. If there are any issues with such payment that the ELN  
10 Trust would like to address it may do so at the hearing currently scheduled for June 16,  
11 2014 at 9:00 a.m.

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

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

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

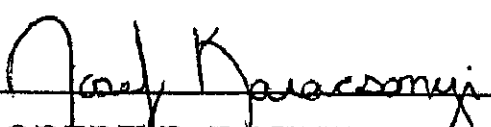
27 ...  
28 ...

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

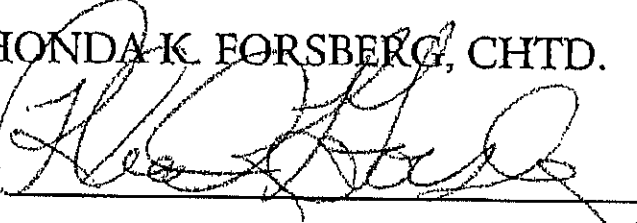
4 DATED this 16 day of September, 2014.

5  
6   
DISTRICT COURT JUDGE  
7 FRANK P. SULLIVAN *CK*

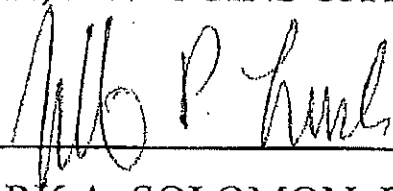
8 Submitted by:  
9 THE DICKERSON LAW GROUP

10  
11 By   
12 ROBERT P. DICKERSON, ESQ.  
13 Nevada Bar No. 000945  
14 JOSEF M. KARACSONYI, ESQ.  
15 Nevada Bar No. 010634  
16 1745 Village Center Circle  
17 Las Vegas, Nevada 89134  
18 Attorneys for Defendant

Approved as to Form and Content:  
RHONDA K. FORSBERG, CHTD.

19 By   
20 RHONDA K. FORSBERG, ESQ.  
21 Nevada Bar No. 009557  
22 64 N. Pecos Road #800  
23 Henderson, Nevada 89074  
24 Attorneys for Plaintiff

16 Approved as to Form and ~~Content~~:  
17 SOLOMON, DWIGGINS & FREER LTD.

18  
19 By   
20 MARK A. SOLOMON, ESQ.  
21 Nevada Bar No. 000418  
22 JEFFREY P. LUSZECK, ESQ.  
23 Nevada Bar No. 009619  
24 9060 W. Cheyenne Avenue  
25 Las Vegas, Nevada 89129  
26 Attorneys for the ELN Trust

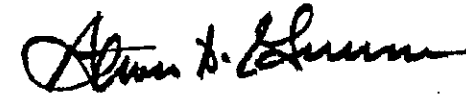
*Distribution trustee of the*



# **EXHIBIT B**

COPY

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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. )  


---

24 INJUNCTIONS FROM SEPTEMBER 4, 2013 HEARING

25 This matter coming on for hearing on this 4<sup>th</sup> 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 1,  
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.

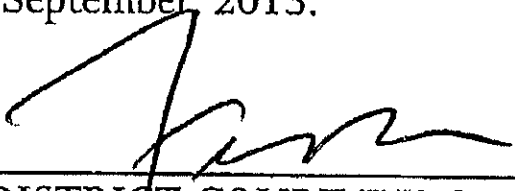
23 If the ELN Trust has "leveraged" any of the aforementioned properties since the entry  
24 of the Decree of Divorce as stated by its Investment Trustee, Eric, in Open Court, it  
25 is ORDERED to immediately take steps to remove or undo any such "leveraging" or  
26 encumbrances, and to ensure that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

27 ...

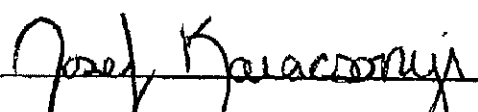
28 ...

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

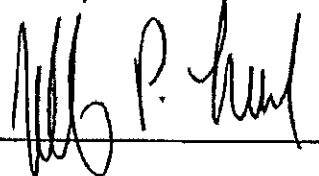
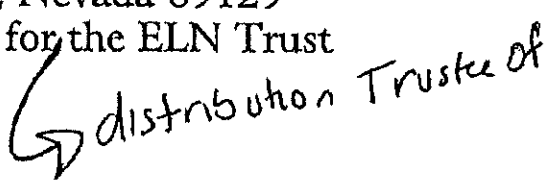
3 DATED this 6<sup>th</sup> day of September 2013.

4  
5   
6 DISTRICT COURT JUDGE

7  
8 Submitted by: Approved as to Form and Content:  
9 THE DICKERSON LAW GROUP LAW OFFICE OF RADFORD J.  
10 SMITH, CHTD.

11 By  By \_\_\_\_\_  
12 ROBERT P. DICKERSON, ESQ. RHONDA K. FORSBERG, ESQ.  
13 Nevada Bar No. 000945 Nevada Bar No. 009557  
14 KATHERINE L. PROVOST, ESQ. 64 N. Pecos Road #700  
15 Nevada Bar No. 008414 Henderson, Nevada 89074  
16 JOSEF M. KARACSONYI, ESQ. Attorneys for Plaintiff  
17 Nevada Bar No. 010634  
18 1745 Village Center Circle  
19 Las Vegas, Nevada 89134  
20 Attorneys for Defendant

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  


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 6<sup>th</sup> 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.  
22 SMITH, CHTD.

23 By \_\_\_\_\_

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

Approved as to Form and Content:

29 SOLOMON, DWIGGINS & FREER LTD.

30 By \_\_\_\_\_

31 MARK A. SOLOMON, ESQ.  
32 Nevada Bar No. 000418  
33 JEFFREY P. LUSZECK, ESQ.  
34 Nevada Bar No. 009619  
35 9060 W. Cheyenne Avenue  
36 Las Vegas, Nevada 89129  
37 Attorneys for the ELN Trust

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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.

# EXHIBIT C

## Katherine Provost

---

**From:** Katherine Provost  
**Sent:** Monday, September 08, 2014 10:49 AM  
**To:** 'Jeffrey P. Luszeck'  
**Cc:** Josef Karacsonyi  
**Subject:** NELSON

Jeff –

Joe copied me on your emails about the various Orders which have now been signed and are being delivered to the Court. The Order from July 22, 2013 Hearing indicates at page three –

THE COURT FURTHER FINDS that the ELN Trust has no objection to Lynita's request for the execution of two (2) Corrected Quitclaim Deeds concerning the Mississippi Properties awarded to the LSN Nevada Trust by the Court's June 3, 2013 Decree of Divorce as set forth in Lynita's Motion. As such, the Court will grant the requested relief and Eric Nelson, as Investment Trustee of the ELN Trust, shall execute the two (2) Corrected Quitclaim Deeds referenced above by 5:00 p.m. on Friday, July 26, 2013.

The Order further states:

"The Court further finds that the ELN Trust has no objection to the execution of Quitclaim Deeds for such properties or to the execution of Corrected Grant, Bargain, Sale Deeds which reflect that the same are being executed without warranties of any kind to the property."

I will be having delivered to your office today another set of four (4) total Deeds which are either Corrected Quitclaim Deeds or Quitclaim Deeds so as to effectuate the transfer of the parcels addressed at the July 22, 2014 hearing. Once you have reviewed the Deeds I would appreciate your facilitating the signing and deliver of those to my office as soon as possible.

Thank you!

Katherine

**Katherine L. Provost, Esq.**  
***Nevada Certified Family Law Specialist***  
***THE DICKERSON LAW GROUP***  
1745 Village Center Circle  
Las Vegas, Nevada 89134  
Telephone: (702) 388-8600  
Facsimile: (702) 388-0210  
E-Mail: [katherine@dickersonlawgroup.com](mailto:katherine@dickersonlawgroup.com)

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# **EXHIBIT D**

# THE DICKERSON LAW GROUP

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

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

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

September 8, 2014

Rhonda K. Forsberg, Esq.  
Rhonda K. Forsberg, Chtd.  
64 N. Pecos Road # 800  
Henderson, Nevada 89074  
[rforsberg@forsberg-law.com](mailto:rforsberg@forsberg-law.com)

VIA ELECTRONIC MAIL AND  
U.S. MAIL

Jeffrey P. Luszeck, Esq.  
Solomon, Dwiggins, Freer & Morse, Ltd.  
9060 W. Cheyenne Avenue  
Las Vegas, Nevada 89129  
[jluszeck@sdfnvlaw.com](mailto:jluszeck@sdfnvlaw.com)

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

Dear Rhonda and Jeff:

As you know the Order from July 22, 2013 Hearing was recently executed by counsel for all parties and is being submitted to the Court for entry. That Order directs certain actions be taken by Eric Nelson, both personally and as to some orders, as Investment Trustee of the ELN Trust. Specifically, at page 9, the Order provides the following:

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

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

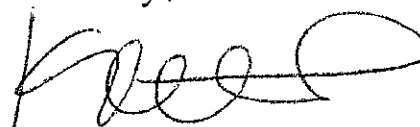
We have never been provided with a copy of the Promissory Note and Deed of Trust securing the property located at 2209 Farmouth Circle. Therefore, I am asking that you prepare and deliver to my office the executed transfer documents to satisfy the Court's order as to the transfer of the Promissory Note and Deed of Trust securing the property located at 2209 Farmouth Circle to the LSN Trust. As all parties have been aware of this pending order for more than a year, I would appreciate receipt of the executed transfer documents before the end of this week, if possible. I would also appreciate receiving a copy of the original Promissory Note and Deed of Trust and any subsequent assignments of such interests, if any so exist. If you need additional time and cannot prepare and deliver the executed transfer documents by the end of the week please provide me with a reasonable date for which to calendar delivery of the executed transfer documents.

Eric Nelson's September 2, 2014 accounting indicates that between June 3, 2013 and September 1, 2014 a total of \$8,816.55 in monthly interest payments have been collected under the terms of the aforementioned Promissory Note. The entirety of this \$8,816.55 is to be immediately transferred to Lynita Nelson in compliance with the Order from July 22, 2013 Hearing. Please ensure these funds are delivered to this office by not later than 5:00 p.m. on Thursday, September 11, 2014.

Finally, Eric Nelson was ordered to pay to Lynita as compensation for the sale of the Banone, LLC property located at 5704 Roseridge Avenue, the sum of \$63,000 on or before 5:00 p.m. on July 31, 2013. All stays which previously affected this ordered payment have been lifted. Therefore, please ensure these funds are delivered to this office by not later than 5:00 p.m. on Thursday, September 11, 2014 to comply with the Court's order.

I thank you for attention and immediate action concerning the issues raised in this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Provost', with a stylized, looping flourish at the end.

Katherine L. Provost

cc: Lynita Nelson

# EXHIBIT E

# THE DICKERSON LAW GROUP

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

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

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

September 15, 2014

Rhonda K. Forsberg, Esq.  
Rhonda K. Forsberg, Chtd.  
64 N. Pecos Road # 800  
Henderson, Nevada 89074  
[rforsberg@forsberg-law.com](mailto:rforsberg@forsberg-law.com)

VIA ELECTRONIC MAIL AND  
U.S. MAIL

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

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

Dear Rhonda and Jeff:

As you know, the land upon which the Mississippi RV park is located (approx. 20.6856080 acres) is titled to the LSN Nevada Trust and was confirmed to Lynita by the June 3, 2013 Decree of Divorce. Lynita's Mississippi counsel requires a copy of the lease agreement between Silver Slipper Casino and Bay Resorts, LLC, Eric Nelson as Manager, under which Eric has been collecting rental income for the duration of the divorce. For reference I enclose a letter received today by Ms. Blum from Elaine Guidroz, General Counsel for Full House Resorts, Inc., the new owner of the Silver Slipper Casino.

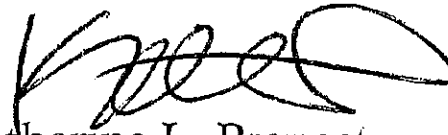
At the time of Larry Bertsch's report to the Court, the monthly lease payment for the RV park was represented by Eric to be in the amount of approximately \$4,000.00. Please allow this letter to serve as our EDCR 5.11 request that we be provided a copy of the original lease agreement between Silver Slipper Casino and Bay Resorts, LLC, as well as any amendments to such agreement, as well as an accounting of all income collected by Eric, the ELN Trust, or any entity under Eric or the Trust's auspices or control. I have calendared one week for the provision of this information. I would



expect that a copy of the lease agreement can be provided within such time. If you need additional time to prepare the accounting, please provide me with a reasonable date for which to calendar delivery of the accounting.

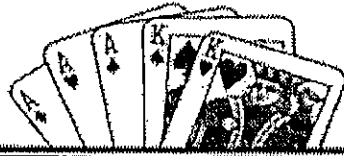
I thank you for attention and immediate action concerning the issues raised in this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Provost', with a large, stylized flourish at the end.

Katherine L. Provost

cc: Lynita Nelson



---

## FULL HOUSE RESORTS, INC.

---

September 15, 2014

Ms. Je'Neil Blum, Esq.  
Dukes Dukes, Keating & Faneca, P.A.  
2909 13<sup>th</sup> Street, 6<sup>th</sup> Floor (39501)  
Post Office Drawer W  
Gulfport, MS 39502  
[jenell@ddkf.com](mailto:jenell@ddkf.com)

Via email

Re: Silver Slipper RV Park

Dear Ms. Blum:

Please allow this letter to serve as Silver Slipper Casino Venture, LLC's ("Silver Slipper") response to your email request dated September 12, 2014, wherein on behalf of your client Ms. Lynita Nelson, you requested a copy of the lease agreement relating to the RV Park located near the Silver Slipper Casino.

Full House Resorts, Inc. ("Full House") purchased the membership interests of Silver Slipper on October 1, 2012, and is the sole member and manager. It is our policy not to provide contracts or other documents to third parties without a court-ordered subpoena. Accordingly, we suggest you request the contract between Silver Slipper and Bay Resorts, LLC from its owner, Mr. Eric Nelson or his counsel.

I apologize for this inconvenience and hope you understand our company policy.

Regards,

Elaine Guidroz  
General Counsel

# **EXHIBIT F**

## THE DICKERSON LAW GROUP

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

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

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

October 14, 2014

Rhonda K. Forsberg, Esq.  
Rhonda K. Forsberg, Chtd.  
64 N. Pecos Road # 800  
Henderson, Nevada 89074  
[rforsberg@forsberg-law.com](mailto:rforsberg@forsberg-law.com)

VIA ELECTRONIC MAIL AND  
U.S. MAIL

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

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

Dear Rhonda and Jeff:


As you know, the LSN Nevada Trust is the titled owner of 200 acres of property located in Evanston, Wyoming, referred to in the June 3, 2013 Decree of Divorce as "Wyoming Property (200 acres)". It is Lynita's understanding that Eric has entered into one or more agreements with Brandon C. Roberts concerning "grazing rights" upon Lynita's Wyoming property. Despite ownership of the Wyoming property, neither Lynita nor her counsel have ever been provided any agreement with any tenant and Lynita has not received one cent of any income associated with the "grazing rights" for the Wyoming property.

Please allow this letter to serve as our EDCR 5.11 request that we be provided with a copy of any and all agreements that Eric has entered into, either personally or on behalf of any entity, inclusive of the ELN Nevada Trust, with Brandon C. Roberts or any other individual or entity for "grazing rights" or other use of Lynita's Wyoming property. Further, please have your client(s) provide an accounting from January 1, 2010 through present date of all income received under the terms of such contractual agreements.

I have calendared thirty (30) days, or November 13, 2014 for the provision of this information and accounting. While I expect you will object, we see no legal basis in existence for retention by Eric Nelson of any income received under the terms of the aforementioned contractual agreements and therefore demand payment to Lynita of any income attributable to her Wyoming property.

I thank you for attention and immediate action concerning the issues raised in this letter.

Sincerely,



Katherine L. Provost

cc: Lynita Nelson

# **EXHIBIT G**

## THE DICKERSON LAW GROUP

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

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

September 17, 2014

Rhonda K. Forsberg, Esq.  
Rhonda K. Forsberg, Chtd.  
64 N. Pecos Road # 800  
Henderson, Nevada 89074  
[rforsberg@forsberg-law.com](mailto:rforsberg@forsberg-law.com)

VIA ELECTRONIC MAIL AND  
U.S. MAIL

Jeffrey P. Luszeck, Esq.  
Solomon, Dwiggins, Freer & Morse, Ltd.  
9060 W. Cheyenne Avenue  
Las Vegas, Nevada 89129  
[jluszeck@sdfnvlaw.com](mailto:jluszeck@sdfnvlaw.com)

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

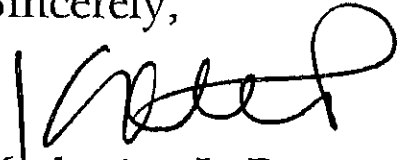
Dear Rhonda and Jeff:

As you know, the LSN Nevada Trust is the titled owner of the property located at 830 Arnold Avenue, Greenville, Mississippi. During the parties' divorce trial Larry Bertsch's report to the Court regarding this property indicated "The house is being rented at \$500 per month and the rent is being collected and deposited into Banone's Bank Account." Despite ownership of the Arnold Property, neither Lynita nor her counsel have ever been provided a Lease Agreement with any tenant and Lynita has not received one cent of the rental income associated with tenant occupancy of the Arnold Property.

Please allow this letter to serve as our EDCR 5.11 request that we be provided with a copy of the original Lease Agreement for all tenants of the Arnold Property and any amendments thereto. Further, please have your client(s) provide an accounting from January 1, 2010 through present date of all income received for the Arnold Property and any associated expenses paid for the Arnold Property. I have calendared thirty (30) days, or October 17, 2014 for the provision of this accounting. Finally, as there is no legal basis for retention by Mr. Nelson of any of the rental income attributable to the Arnold Property, please have your client(s) tender payment of all net income reflected by the Arnold Property accounting on or before October 17, 2014.

I thank you for attention and immediate action concerning the issues raised in this letter.

Sincerely,



Katherine L. Provost

cc: Lynita Nelson





# THE DICKERSON LAW GROUP

ROBERT P. DICKERSON  
KATHERINE L. PROVOST  
RENA G. HUGHES  
JOSEF KARACSONYI  
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TELEPHONE 388-8600  
FAX 388-0210

November 18, 2014

Rhonda K. Forsberg, Esq.  
Rhonda K. Forsberg, Chtd.  
64 N. Pecos Road # 800  
Henderson, Nevada 89074  
[rforsberg@forsberg-law.com](mailto:rforsberg@forsberg-law.com)

VIA ELECTRONIC MAIL AND  
U.S. MAIL

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

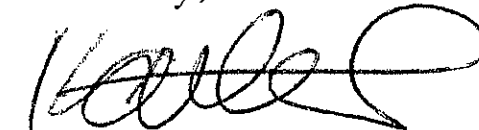
Re: *Nelson v. Nelson, et. al* (Case No. D-09-411537-D)

Dear Rhonda and Jeff:

Enclosed please find NV Energy 10 Day Termination of Service Notices for Non-Payment and bills for Suite 201 A/B of the Lindell Professional Plaza building which were mailed to Lynita Nelson's address. These utilities are the responsibility of the tenant. To ensure there is no service interruption please ensure payment is rendered by Eric and/or the ELN Trust.

In addition, please find a property statement and copy of a check made payable to Nelson, Eric Nevada Trust for \$450.00 from The McGarrh Agency, Inc. Eric Nelson mailed these documents to Lynita Nelson's home address. Please contact me to discuss this issue. I thank you for attention and immediate action concerning the issues raised in this letter.

Sincerely,



Katherine L. Provost

cc: Lynita Nelson

# EXHIBIT A

# Bank Account Balances

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

# **EXHIBIT B1**

2009 through 2012 Consolidated Totals

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

# EXHIBIT B2

2009 Consolidated

Source & Application of Rental/Interest Income		2009 Total	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09
Sources														
Rental & Interest Income														
	Banone Houses	392,456.43	9,520.00	13,460.00	12,310.00	18,490.00	32,125.00	41,328.50	38,653.60	42,703.76	39,326.00	44,999.00	43,230.00	56,310.5
	Lindell	115,096.00	16,940.00	4,130.00	6,860.00	8,060.00	10,060.00	10,530.00	8,930.00	10,173.00	8,173.00	12,530.00	5,130.00	13,580.00
	Note Interest Income	142,126.49	12,965.28	13,422.19	31,594.21	15,284.19	9,517.47	10,701.88	9,038.93	7,917.46	7,269.41	7,368.39	8,362.14	8,684.94
	Arnold Rent	4,594.70	431.25	450.00	450.00	400.00	450.00	450.00	450.00	303.25	-	310.20	450.00	450.00
	RV Park	38,158.09	-	-	-	-	-	9,394.95	6,711.60	6,795.10	5,629.69	4,980.00	4,646.75	-
	Total Rental & Interest Income	692,431.71	39,856.53	31,462.19	51,214.21	42,234.19	52,152.47	72,405.33	63,784.13	67,892.57	60,398.10	70,187.59	61,818.89	79,025.51
Applications														
Rental Expenses														
	Rental Expenses	329,361.92	6,810.05	343.80	20,095.99	40,575.75	57,191.41	42,464.87	43,410.46	30,086.84	29,173.16	24,959.87	12,314.86	21,934.86
	Taxes	142,497.18	16,711.84	-	6,296.56	212.19	4,257.11	1,169.57	-	16,708.39	758.93	87,632.17	7,377.35	1,373.07
	Lindell Expenses	33,545.67	5,141.43	587.94	6,636.52	684.80	1,946.69	622.63	919.06	5,836.23	-	7,200.37	2,540.00	1,430.00
	HOA Fees	14,755.49	986.55	1,189.41	1,280.83	1,246.79	1,217.44	1,170.83	728.46	1,033.39	1,128.59	2,449.75	900.10	1,423.35
	Insurance	24,745.37	2,679.81	659.30	261.80	261.80	811.80	6,094.06	569.51	-	5,249.13	1,814.00	615.44	5,728.72
	Total Rental Expenses	544,905.63	32,329.68	2,780.45	34,571.70	42,981.33	65,424.45	51,521.96	45,627.49	53,664.85	36,309.81	124,056.16	23,747.75	31,890.00
	Income/Loss for Rental/Interest	147,526.08	7,526.85	28,681.74	16,642.51	(747.14)	(13,271.98)	20,883.37	18,156.64	14,227.72	24,088.29	(53,868.57)	38,071.14	47,135.51
Source & Application of Other Income & Expenses														
Sources														
	Related Individuals	267,092.56	-	1,000.00	4,000.00	-	-	3,726.31	35,366.25	3,000.00	-	-	-	220,000.00
	Sale of Real Estate	3,702,030.75	56,969.70	33,200.00	50,331.98	3,230.00	5,972.50	248,926.38	379,735.40	55,906.82	4,680.00	874,436.44	771,212.50	1,217,429.03
	Silver Slipper & Hideaway Income	163,805.29	-	15,000.00	-	46,975.00	13,000.60	22,500.00	8,584.98	-	28,215.20	10,029.11	12,000.40	7,500.00
	Redemption of CD	2,504,535.34	2,404,535.34	-	-	100,000.00	-	-	-	-	-	-	-	-
	Eric Nelson	998,800.00	-	-	-	-	-	-	768,000.00	55,000.00	200,000.00	(24,200.00)	-	-
	Other Income	2,800,405.97	3,826.30	1,641.43	1,809,376.16	306,552.22	14,966.58	410,119.13	14,252.65	21,584.70	22,164.81	23,115.47	52,554.66	120,251.86
	Total Sources of Income	10,436,669.91	2,465,331.34	50,841.43	1,863,708.14	456,757.22	33,939.68	685,271.82	1,205,939.28	135,491.52	255,060.01	883,381.02	835,767.56	1,565,180.89
Applications														
	Investments	8,846,467.56	62,449.30	1,116,823.83	2,821,451.58	218,398.14	903,294.62	90,498.47	265,864.96	814,158.86	1,793,027.80	376,500.00	284,000.00	100,000.00
	Professionals	72,569.44	3,389.40	-	2,500.00	20,650.00	5,000.00	4,860.00	11,605.00	9,435.45	1,957.00	3,779.22	7,360.80	2,032.57
	Oasis Baptist Church (Russell Road) (Asset)	-	-	-	-	-	-	-	-	-	-	-	-	-
	Eric Nelson Draws and Expenses	200,884.69	1,726.98	1,854.96	15,565.43	5,294.23	14,102.67	10,428.49	51,067.07	10,040.66	19,786.76	15,727.43	25,500.00	29,790.01
	Children Expenses	100,902.35	6,292.12	2,759.50	3,645.30	2,259.91	2,043.52	7,561.48	9,960.68	21,185.79	2,315.43	15,629.26	19,273.02	7,976.34
	Related Individuals	1,336,784.69	64,161.60	77,745.57	107,132.92	39,413.14	57,856.62	108,472.54	76,040.51	93,057.24	125,747.79	110,702.38	353,606.96	122,847.42
	Company Operating Expenses	305,645.18	16,911.70	18,958.80	18,513.85	27,492.81	19,138.87	25,463.05	27,326.23	17,931.19	21,113.50	45,877.88	30,723.48	36,193.82
	Bella Kathryn Improvements & Expenses (Eric's Residence)	402,000.00	-	-	-	-	-	-	-	-	-	-	-	402,000.00
	Credit Cards	15,373.37	-	592.19	1,037.06	1,089.39	1,171.76	244.16	231.33	3,369.73	-	1,319.44	3,057.57	3,260.74
	Wyoming Downs (Asset)	-	-	-	-	-	-	-	-	-	-	-	-	-
	Other Individuals	298,793.02	26,173.43	16,098.03	13,563.60	114,544.66	13,239.61	14,304.15	17,829.00	15,162.08	17,150.12	17,351.75	13,661.96	19,714.63
	Soris Enterprises & Larsen Company	199,600.00	20,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00
	Health/Life Insurance	11,952.01	1,075.45	1,183.88	1,889.78	930.58	2,241.04	1,017.31	223.64	204.03	1,481.33	111.82	1,481.33	111.82
	Lynita Nelson	65,505.94	8,225.79	7,575.54	8,124.52	7,774.40	12,332.76	11,453.09	6,011.82	2,220.14	893.94	-	893.94	-
	Vehicles	10,290.42	1,484.47	1,484.47	1,455.63	1,127.69	1,557.14	553.52	328.01	546.21	106.17	524.76	561.17	561.18
	Toler Marine, Inc	-	-	-	-	-	-	-	-	-	-	-	-	-
	Other Expenses	23,195.99	5,609.86	-	1,892.80	-	2,746.78	-	7,800.77	834.19	1,678.77	1,375.22	1,257.60	-
	Total Applications	11,889,964.66	217,800.10	1,261,376.77	3,013,072.47	455,274.95	1,051,025.39	291,156.26	490,589.02	1,004,445.57	2,001,558.61	605,199.16	757,677.83	740,788.53
	Income/(Loss) for Other Income & Expenses	(1,453,294.75)	2,247,531.24	(1,210,535.34)	(1,149,364.33)	1,482.27	(1,017,085.71)	394,115.56	715,350.26	(868,954.05)	#####	278,181.86	78,089.73	824,392.36
Investment Account & Line of Credit														
	Deposits from Line of Credit & Mellon Account	3,640,000.00	120,000.00	20,000.00	20,000.00	720,000.00	520,000.00	20,000.00	20,000.00	520,000.00	1,020,000.00	120,000.00	20,000.00	520,000.00
	Payments towards Line of Credit & Mellon Account	4,950,000.00	1,650,000.00	500,000.00	-	500,000.00	-	200,000.00	-	-	-	72,731.58	300,000.00	1,727,268.42
	Net Deposits/(Payments)	(1,310,000.00)	(1,530,000.00)	(480,000.00)	20,000.00	220,000.00	520,000.00	(180,000.00)	20,000.00	520,000.00	1,020,000.00	47,268.42	(280,000.00)	(1,207,268.42)
	Net Cash Surplus/(Deficit) for All Sources	(2,615,768.67)	725,058.09	(1,661,853.60)	(1,112,721.82)	220,735.13	(510,357.69)	234,998.93	753,506.90	(334,726.33)	(702,410.31)	271,581.71	(163,839.13)	(335,740.55)



# EXHIBIT B3

## 2010 Consolidated

Source & Application of Rental/Interest Income		2010 Total	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10
Sources														
Rental & Interest Income														
	Banone Houses	494,626.47	34,742.00	44,528.00	42,762.00	43,029.47	35,360.47	43,604.38	39,103.16	37,060.00	40,422.00	39,131.99	45,349.00	49,534.00
	Lindell	91,527.35	10,280.00	2,930.00	9,030.00	4,645.55	8,000.00	8,030.00	9,468.40	8,318.00	7,374.00	6,668.40	8,374.00	8,409.00
	Note Interest Income	63,529.03	9,044.76	7,122.30	15,533.92	4,868.26	7,461.24	4,878.91	3,005.88	3,303.94	126.97	2,756.97	3,298.91	2,126.97
	Arnold Rent	2,662.88	432.00	450.00	450.00	-	-	-	-	-	-	430.88	450.00	450.00
	RV Park	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Rental & Interest Income	652,345.73	54,498.76	55,030.30	67,775.92	52,543.28	50,821.71	56,513.29	51,577.44	48,681.94	47,922.97	48,988.24	57,471.91	60,519.97
Applications														
Rental Expenses														
	Rental Expenses	78,484.28	31,057.10	8,335.73	9,215.55	2,484.26	3,904.15	3,090.37	10,505.15	3,212.43	3,660.19	1,107.26	1,053.55	858.54
	Taxes	130,794.78	13,466.79	11,350.43	40,165.29	319.43	34,058.37	5,013.56	1,040.44	9,750.96	1,224.66	13,588.65	-	816.20
	Lindell Expenses	24,014.40	5,881.84	593.14	8,613.54	661.02	-	-	102.59	-	950.00	6,789.68	102.59	320.00
	HOA Fees	14,926.08	6,767.63	1,359.30	457.30	1,138.65	596.65	756.65	596.65	326.65	326.65	326.65	1,406.65	866.65
	Insurance	17,023.35	3,107.64	615.44	1,932.42	2,136.24	3,490.17	1,596.00	622.60	-	2,774.92	314.92	-	433.00
	Total Rental Expenses	265,242.89	60,281.00	22,254.04	60,384.10	6,739.60	42,049.34	10,456.58	12,867.43	13,290.04	8,936.42	22,127.16	2,562.79	3,294.39
	Income/Loss for Rental/Interest	387,102.84	(5,782.24)	32,776.26	7,391.82	45,803.68	8,772.37	46,056.71	38,710.01	35,391.90	38,986.55	26,861.08	54,909.12	57,225.58
Source & Application of Other Income & Expenses														
Sources														
	Related Individuals	24,169.27	837.50	-	1,670.76	-	496.17	496.17	496.17	20,172.50	-	-	-	-
	Sale of Real Estate	2,086,354.10	851,822.92	710,073.78	280,055.87	85,411.07	10,800.00	-	13,199.56	7,000.00	127,990.90	-	-	-
	Silver Slipper & Hideaway Income	155,952.85	17,930.60	27,583.58	10,679.80	15,636.16	12,551.40	11,250.00	16,483.40	3,920.00	14,863.39	4,065.00	4,630.00	16,359.52
	Redemption of CD	-	-	-	-	-	-	-	-	-	-	-	-	-
	Eric Nelson	60,795.59	5,000.00	-	-	1,029.49	54,766.10	-	-	-	-	-	-	-
	Other Income	180,422.24	9,882.25	37,389.47	3,155.71	64,856.33	805.22	800.32	135.00	12,966.64	48,213.77	868.92	756.76	591.85
	Total Sources of Income	2,507,694.05	885,473.27	775,046.83	295,562.14	166,933.05	79,418.89	12,546.49	30,314.13	44,059.14	191,068.06	4,933.92	5,386.76	16,951.37
Applications														
	Investments	257,881.21	-	-	-	-	-	-	-	-	-	184,931.24	-	72,949.97
	Professionals	303,058.66	-	499.06	10,533.66	9,125.98	9,600.00	7,848.18	48,760.08	-	66,138.73	38,350.84	72,325.13	39,877.00
	Oasis Baptist Church (Russell Road) (Asset)	-	-	-	-	-	-	-	-	-	-	-	-	-
	Eric Nelson Draws and Expenses	256,218.51	9,880.85	10,043.32	83,115.67	16,563.66	17,889.63	5,325.23	24,010.52	3,000.00	41,782.55	17,539.27	14,884.67	12,183.14
	Children Expenses	145,566.83	10,762.81	20,974.96	15,692.14	6,803.33	8,024.14	8,120.36	8,323.36	15,669.46	34,990.90	7,631.93	7,468.41	1,105.03
	Related Individuals	2,382,495.36	1,995,047.780	115,075.010	41,777.030	42,050.090	18,863.080	11,679.820	32,368.580	22,253.490	24,040.480	29,708.440	20,474.340	29,157.220
	Company Operating Expenses	136,299.39	16,255.020	12,286.150	14,492.350	12,983.770	6,259.450	9,449.900	10,809.140	7,279.270	11,879.000	11,055.870	11,789.590	11,759.880
	Bella Kathryn Improvements & Expenses (Eric's Residence)	1,257,047.67	152,865.98	156,111.36	151,837.31	205,451.53	311,534.04	65,664.51	40,281.28	30,553.60	58,467.73	48,966.47	25,427.97	9,885.89
	Credit Cards	-	-	-	-	-	-	-	-	-	-	-	-	-
	Wyoming Downs (Asset)	-	-	-	-	-	-	-	-	-	-	-	-	-
	Other Individuals	105,160.27	35,966.660	15,686.820	5,722.110	8,159.440	5,497.290	1,930.700	5,799.330	3,968.900	5,435.850	8,420.000	2,633.170	5,940.000
	Soris Enterprises & Larsen Company	179,558.72	16,300.00	16,557.00	40,207.00	10,300.00	10,300.00	24,394.72	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,000.00
	Health/Life Insurance	14,899.85	1,914.25	2,344.99	1,436.50	1,289.65	1,177.83	111.82	2,273.84	-	808.48	1,180.83	1,180.83	1,180.83
	Lynita Nelson	13,003.58	2,300.00	1,787.88	893.94	1,002.72	1,002.72	-	2,005.44	-	1,002.72	1,002.72	1,002.72	1,002.72
	Vehicles	5,903.00	455.00	559.00	447.98	1,556.02	-	111.50	2,101.50	116.00	556.00	-	-	-
	Toler Marine, Inc	-	-	-	-	-	-	-	-	-	-	-	-	-
	Other Expenses	3,027.95	-	1,401.21	689.61	-	678.80	-	-	-	-	-	258.33	-
	Total Applications	5,060,121.00	2,241,748.35	353,326.76	366,845.30	315,286.19	390,826.98	134,636.74	187,033.07	93,140.72	255,402.44	359,087.61	167,745.16	195,041.68
	Income/(Loss) for Other Income & Expenses	(2,552,426.95)	(1,356,275.08)	421,720.07	(71,283.16)	(148,353.14)	(311,408.09)	(122,090.25)	(156,718.94)	(49,081.58)	(64,334.38)	(354,153.69)	(162,358.40)	(178,090.31)
Investment Account & Line of Credit														
	Deposits from Line of Credit & Mellon Account	2,997,368.17	1,902,368.17	20,000.00	20,000.00	20,000.00	295,000.00	220,000.00	20,000.00	20,000.00	20,000.00	220,000.00	120,000.00	120,000.00
	Payments towards Line of Credit & Mellon Account	1,050,000.00	250,000.00	200,000.00	600,000.00	-	-	-	-	-	-	-	-	-
	Net Deposits/(Payments)	1,947,368.17	1,652,368.17	(180,000.00)	(580,000.00)	20,000.00	295,000.00	220,000.00	20,000.00	20,000.00	20,000.00	220,000.00	120,000.00	120,000.00
	Net Cash Surplus/(Deficit) for All Sources	(217,955.94)	290,310.85	274,496.33	(643,891.34)	(82,549.46)	(7,635.72)	143,966.46	(98,008.93)	6,310.32	(5,347.83)	(107,292.61)	12,550.72	(864.73)

# EXHIBIT B4

2011 Consolidated

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

# EXHIBIT B5

2012 Consolidated

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

# EXHIBIT C1

2009 Consolidated Detail

	Total	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09
<b>Income</b>													
Intercompany Transfers													
Dynasty Development Group	5,000.00	-	-	-	-	-	-	-	-	-	-	5,000.00	-
Eric Nelson Auctioneering, Inc.	804,349.32	50,000.00	-	24,016.86	300,000.00	-	300,332.46	-	-	-	30,000.00	-	100,000.00
Nelson & Associates	-	-	-	-	-	-	-	-	-	-	-	-	-
Banone-AZ, LLC	-	-	-	-	-	-	-	-	-	-	-	-	-
Banone, LLC	201,000.00	-	2,000.00	10,000.00	50,000.00	54,000.00	-	-	10,000.00	40,000.00	15,000.00	-	20,000.00
Emerald Bay Resorts, LLC	6,036.73	-	-	-	-	-	5,000.00	282.48	754.25	-	-	-	-
Eric Nelson NV Trust	2,701,005.66	950,000.00	502,500.00	665,505.66	110,000.00	110,000.00	13,000.00	-	50,000.00	300,000.00	-	-	-
Cashier's Checks (Intercompany)	975,000.00	355,000.00	164,960.00	110,040.00	335,000.00	10,000.00	-	-	-	-	-	-	-
Cashier's Checks	50,000.00	-	-	-	-	50,000.00	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-
Related Individuals													
Aleda Nelson (Eric's Sister)	220,000.00	-	-	-	-	-	-	-	-	-	-	-	220,000.00
Brock Nelson (Eric's Nephew)	3,000.00	-	-	-	-	-	-	-	3,000.00	-	-	-	-
CJE&L, LLC (Cal Nelson)	-	-	-	-	-	-	-	-	-	-	-	-	-
Harber Investments LLC / Nola Harber (Eric's Sister)	6,092.56	-	1,000.00	1,000.00	-	-	3,726.31	366.25	-	-	-	-	-
Eric T Nelson (Eric's Nephew)	38,000.00	-	-	3,000.00	-	-	-	35,000.00	-	-	-	-	-
Eric Nelson (Wells Fargo Account)	998,800.00	-	-	-	-	-	-	768,000.00	55,000.00	200,000.00	(24,200.00)	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Income	2,600,000.00	-	-	1,800,000.00	300,000.00	-	400,000.00	-	-	-	-	-	100,000.00
Certificate of Deposit	2,504,535.34	2,404,535.34	-	-	100,000.00	-	-	-	-	-	-	-	-
Sale of Real Estate	3,702,030.75	56,969.70	33,200.00	50,331.98	3,230.00	5,972.50	248,926.38	379,735.40	55,906.82	4,680.00	874,436.44	771,212.50	1,217,429.03
Hideaway Casino	85,029.11	-	15,000.00	-	-	7,500.00	-	7,500.00	-	15,000.00	10,029.11	-	7,500.00
Silver Slipper Casino	78,776.18	-	-	-	-	39,475.00	13,000.60	-	1,084.98	-	13,215.20	-	12,000.40
Rental Income													
Arnold Rent	4,594.70	431.25	450.00	450.00	400.00	450.00	450.00	450.00	303.25	-	310.20	450.00	450.00
Banone Houses	392,456.43	9,520.00	13,460.00	12,310.00	18,490.00	32,125.00	41,328.50	38,653.60	42,703.76	39,326.00	44,999.00	43,230.00	56,310.57
Lindell	115,096.00	16,940.00	4,130.00	6,860.00	8,060.00	10,060.00	10,530.00	8,930.00	10,173.00	8,173.00	12,530.00	5,130.00	13,580.00
Russell Road	-	-	-	-	-	-	-	-	-	-	-	-	-
RV Park	38,158.09	-	-	-	-	-	9,394.95	6,711.60	6,795.10	5,629.69	4,980.00	4,646.75	-
Interest Income	67,186.37	6,720.27	7,177.18	25,349.20	9,039.18	3,272.46	4,456.87	2,793.92	1,672.45	1,024.40	1,123.38	2,117.13	2,439.93
Soris Note Interest	74,940.12	6,245.01	6,245.01	6,245.01	6,245.01	6,245.01	6,245.01	6,245.01	6,245.01	6,245.01	6,245.01	6,245.01	6,245.01
IRS Refund	-	-	-	-	-	-	-	-	-	-	-	-	-
Refunds	200,405.97	3,826.30	1,641.43	9,376.16	6,552.22	14,966.58	10,119.13	14,252.65	21,584.70	22,164.81	23,115.47	52,554.66	20,251.86
BNY Investment Account	440,000.00	20,000.00	20,000.00	20,000.00	220,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
Line of Credit	3,200,000.00	100,000.00	-	-	500,000.00	500,000.00	-	-	500,000.00	1,000,000.00	100,000.00	-	500,000.00
<b>Total Income</b>	<b>19,511,493.33</b>	<b>3,980,187.87</b>	<b>771,763.62</b>	<b>2,744,484.87</b>	<b>2,013,991.41</b>	<b>830,092.15</b>	<b>1,096,009.61</b>	<b>1,290,005.89</b>	<b>784,138.34</b>	<b>1,675,458.11</b>	<b>1,118,568.61</b>	<b>922,586.45</b>	<b>2,284,206.40</b>
<b>Expenses</b>													
Eric Nelson													
Direct Payments	90,500.00	-	-	8,000.00	-	12,500.00	4,000.00	500.00	6,000.00	2,000.00	15,000.00	25,500.00	17,000.00
Expenses	110,384.69	1,726.98	1,854.96	7,565.43	5,294.23	1,602.67	6,428.49	50,567.07	4,040.66	17,786.76	727.43	-	12,790.01
Lynita Nelson													
Direct Payments	47,922.00	6,000.00	6,400.00	6,000.00	5,000.00	10,000.00	8,000.00	5,742.00	780.00	-	-	-	-
Expenses	17,583.94	2,225.79	1,175.54	2,124.52	2,774.40	2,332.76	3,453.09	269.82	1,440.14	893.94	-	893.94	-
Amanda Stromberg (Eric & Lynita's Daughter)	28,399.41	936.79	-	983.30	-	-	2,339.51	-	6,584.87	-	5,995.93	5,770.34	5,788.67
Aubrey Nelson (Eric & Lynita's Daughter)	25,682.72	-	-	-	-	540.60	4,500.00	2,338.40	8,053.72	1,350.00	2,350.00	6,550.00	-
Carli Nelson (Eric & Lynita's Daughter)	14,040.00	1,950.00	-	-	-	-	-	-	-	-	5,775.00	5,085.00	1,230.00
Erica Nelson (Eric & Lynita's Daughter)	27,509.48	3,405.33	2,759.50	2,662.00	2,259.91	1,502.92	721.97	7,622.28	1,276.46	965.43	1,508.33	1,867.68	957.67
Garett Nelson (Eric & Lynita's Son)	5,270.74	-	-	-	-	-	-	-	5,270.74	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-
Related Individuals													
Aleda Nelson (Eric's Sister)	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	260,068.52	950.00	-	1,900.00	2,551.00	-	3,139.50	-	11,978.37	7,919.28	4,090.50	222,562.87	4,977.00
Expenses	13,428.37	-	-	-	486.00	90.00	-	-	7,652.37	5,200.00	-	-	-
Nelson Auctioneering	87,921.73	6,375.00	23,600.00	2,750.00	2,750.00	-	1,837.51	-	18,675.02	1,837.51	15,210.84	9,210.83	5,675.02
Reimbursement	1,270.00	315.00	-	630.00	325.00	-	-	-	-	-	-	-	-
Brock Nelson (Eric's Nephew)	6,000.00	-	-	-	-	-	6,000.00	-	-	-	-	-	-
Bryce Nelson (Eric's Nephew)	48,000.00	8,000.00	4,000.00	4,000.00	-	4,000.00	8,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	-
Cal Nelson (Eric's Brother)	-	-	-	-	-	-	-	-	-	-	-	-	-
Cal's Blue Water Marine	158,200.00	-	-	-	-	-	30,000.00	32,000.00	-	51,200.00	15,000.00	15,000.00	15,000.00
Cashier's Checks	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	120,000.00	10,000.00	5,000.00	5,000.00	-	5,000.00	10,000.00	15,000.00	15,000.00	5,000.00	5,000.00	20,000.00	25,000.00
Expenses	263.60	-	-	-	-	-	263.60	-	-	-	-	-	-
Reimbursement	173,386.87	7,392.74	4,184.61	16,644.85	4,468.06	17,766.55	7,193.28	5,561.87	5,632.74	24,287.12	40,899.22	23,903.72	15,452.11
Carlene Gutierrez (Eric's Sister)	10,000.00	-	-	-	-	-	-	-	-	-	-	5,000.00	5,000.00



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	Total	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09
Chad Ramos (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
CNR Real Estate	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	41,507.63	3,000.00	3,000.00	3,000.00	4,750.00	2,650.00	2,650.00	2,650.00	3,000.00	3,000.00	3,786.95	3,572.55	6,448.11
Expenses	16,461.01	1,717.08	1,120.36	946.72	1,098.58	3,716.39	-	1,098.58	1,102.14	1,949.57	1,146.58	1,466.43	1,098.58
Chelsea Nelson (Eric's Niece)	9,500.00	-	-	-	-	-	-	-	1,500.00	2,000.00	2,000.00	2,000.00	2,000.00
Chris Stromberg (Eric & Lynita's son-in-law)	-	-	-	-	-	-	-	-	-	-	-	-	-
Eric T. Nelson (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	43,000.00	3,000.00	2,000.00	6,000.00	-	3,000.00	6,250.00	3,000.00	7,000.00	3,000.00	3,000.00	3,000.00	3,750.00
Reimbursement	21,880.86	-	-	16,446.29	479.67	479.67	2,061.08	482.83	-	482.83	482.83	482.83	482.83
Jesse Harber (Eric's Nephew)	25,025.00	-	25,025.00	-	-	-	-	-	-	-	-	-	-
Kevin Bailey (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	27,424.00	-	-	-	3,000.00	5,955.05	44.95	3,000.00	2,424.00	3,000.00	3,000.00	3,000.00	4,000.00
Reimbursement	5,802.68	-	-	-	-	-	2,955.05	-	2,847.63	-	-	-	-
Lance Liu (Eric's Brother-in-law)	48,000.00	8,000.00	4,000.00	4,000.00	-	4,000.00	8,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	-
Paul Harber (Eric's Brother-in-law)	35,818.83	-	-	13,318.83	-	-	-	-	-	-	-	22,500.00	-
Paul Nelson (Eric's Brother)	-	-	-	-	-	-	-	-	-	-	-	-	-
Cashier's Checks	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	74,769.86	10,000.00	-	-	13,000.00	5,000.00	14,975.00	-	-	-	897.43	5,000.00	25,897.43
Expenses	1,700.00	850.00	850.00	-	-	-	-	-	-	-	-	-	-
Health Insurance	14,983.55	1,310.02	1,310.02	1,310.02	1,310.02	3,036.42	1,341.41	-	1,341.41	2,682.82	-	1,341.41	-
Reimbursement	38,453.86	251.76	2,500.00	22,016.77	1,764.05	-	761.16	2,247.23	1,403.56	688.66	2,688.03	2,066.32	2,066.32
Rebecca Slaughter (Lynita's Niece)	-	-	-	-	-	-	-	-	-	-	-	-	-
Ryan Nelson (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	36,000.00	3,000.00	-	6,000.00	-	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	6,000.00
Reimbursement	7,918.32	-	1,155.58	3,169.44	3,430.76	162.54	-	-	-	-	-	-	-
Stacy Liu (Eric's Sister)	10,000.00	-	-	-	-	-	-	-	2,500.00	2,500.00	2,500.00	2,500.00	-
Investments	8,846,467.56	62,449.30	1,116,823.83	2,821,451.58	218,398.14	903,294.62	90,498.47	265,864.96	814,158.86	1,793,027.80	376,500.00	284,000.00	100,000.00
Wyoming Downs	-	-	-	-	-	-	-	-	-	-	-	-	-
Bella Kathryn	-	-	-	-	-	-	-	-	-	-	-	-	-
Improvements	402,000.00	-	-	-	-	-	-	-	-	-	-	-	402,000.00
Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Vehicles	10,290.42	1,484.47	1,484.47	1,455.63	1,127.69	1,557.14	553.52	328.01	546.21	106.17	524.76	561.17	561.18
Health/Life Insurance	11,952.01	1,075.45	1,183.88	1,889.78	930.58	2,241.04	1,017.31	223.64	204.03	1,481.33	111.82	1,481.33	111.82
Travel	9,187.91	-	-	1,892.80	-	2,746.78	-	777.77	834.19	1,678.77	-	1,257.60	-
BNY Investment Account	600,000.00	100,000.00	500,000.00	-	-	-	-	-	-	-	-	-	-
Credit Cards	15,373.37	-	592.19	1,037.06	1,089.39	1,171.76	244.16	231.33	3,369.73	-	1,319.44	3,057.57	3,260.74
Line of Credit	4,350,000.00	1,550,000.00	-	-	500,000.00	-	200,000.00	-	-	-	72,731.58	300,000.00	1,727,268.42
Professionals	-	-	-	-	-	-	-	-	-	-	-	-	-
Gordon & Silver, Ltd	144.40	144.40	-	-	-	-	-	-	-	-	-	-	-
Kissinger, Bigatel & Brower	10,000.00	-	-	-	-	-	-	10,000.00	-	-	-	-	-
Ecker & Kainen	26,080.00	-	-	-	20,000.00	-	860.00	1,605.00	3,615.00	-	-	-	-
Warner Angle Hallam Jackson	15,034.91	-	-	-	-	-	4,000.00	-	5,820.45	-	3,779.22	-	1,435.24
Rogers & Haldeman (Accountant)	650.00	-	-	-	650.00	-	-	-	-	-	-	-	-
William Armstrong, Jr., P.A.	-	-	-	-	-	-	-	-	-	-	-	-	-
Blackwells Lawyers & Counselor	-	-	-	-	-	-	-	-	-	-	-	-	-
Harold W Duke PA	5,000.00	-	-	-	-	5,000.00	-	-	-	-	-	-	-
Freudenthal & Bobnds, P.C.	595.00	595.00	-	-	-	-	-	-	-	-	-	-	-
James Jimmerson, Esq	-	-	-	-	-	-	-	-	-	-	-	-	-
Jeffrey Burr, LTD.	2,500.00	-	-	2,500.00	-	-	-	-	-	-	-	-	-
Solomon Dwiggens	-	-	-	-	-	-	-	-	-	-	-	-	-
Stephens, Gourley & Bywater	1,047.13	-	-	-	-	-	-	-	-	-	-	449.80	597.33
Willick Law Group	-	-	-	-	-	-	-	-	-	-	-	-	-
Ivey Forseberg&Douglas	-	-	-	-	-	-	-	-	-	-	-	-	-
The Rushforth Firm, LTD	-	-	-	-	-	-	-	-	-	-	-	-	-
Mary Lehman	-	-	-	-	-	-	-	-	-	-	-	-	-
Gaston Resolution	-	-	-	-	-	-	-	-	-	-	-	-	-
Teri Norton, RMR	-	-	-	-	-	-	-	-	-	-	-	-	-
Gerety & Associates (Accountant)	10,768.00	1,900.00	-	-	-	-	-	-	-	1,957.00	-	6,911.00	-
Michael Branch	-	-	-	-	-	-	-	-	-	-	-	-	-
Wayne Catalano	-	-	-	-	-	-	-	-	-	-	-	-	-
Haas & Haas	750.00	750.00	-	-	-	-	-	-	-	-	-	-	-
Dickerson Law Group	-	-	-	-	-	-	-	-	-	-	-	-	-
Melissa Attanasio	-	-	-	-	-	-	-	-	-	-	-	-	-
Larry Bertsch, CPA & Associates (Court)	-	-	-	-	-	-	-	-	-	-	-	-	-

2009 Consolidated Detail

	Total	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09
Intercompany Transfers	-	-	-	-	-	-	-	-	-	-	-	-	-
Cashier's Checks	50,000.00	-	-	-	-	50,000.00	-	-	-	-	-	-	-
Cashier's Checks (Intercompany)	975,000.00	355,000.00	164,960.00	110,040.00	335,000.00	10,000.00	-	-	-	-	-	-	-
Banone, LLC	2,837,471.11	900,000.00	902,000.00	260,716.86	100,000.00	54,000.00	200,000.00	-	754.25	300,000.00	15,000.00	5,000.00	100,000.00
Banone-AZ, LLC	225,332.46	-	-	-	100,000.00	-	100,332.46	-	-	5,000.00	-	-	20,000.00
Dynasty Development Group	65,788.14	-	-	15,505.66	10,000.00	-	-	282.48	20,000.00	-	20,000.00	-	-
Eric Nelson Auctioneering, Inc.	175,000.00	50,000.00	-	-	50,000.00	-	-	-	40,000.00	35,000.00	-	-	-
Eric L Nelson NV Trust	388,300.00	50,000.00	-	23,300.00	300,000.00	-	5,000.00	-	-	-	10,000.00	-	-
Bay Resorts LLC	25,500.00	-	2,500.00	-	-	10,000.00	13,000.00	-	-	-	-	-	-
Rental Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Russell Road	-	-	-	-	-	-	-	-	-	-	-	-	-
Lindell Expenses	33,545.67	5,141.43	587.94	6,636.52	684.80	1,946.69	622.63	919.06	5,836.23	-	7,200.37	2,540.00	1,430.00
HOA Fees	14,755.49	986.55	1,189.41	1,280.83	1,246.79	1,217.44	1,170.83	728.46	1,033.39	1,128.59	2,449.75	900.10	1,423.30
Insurance	24,745.37	2,679.81	659.30	261.80	261.80	811.80	6,094.06	569.51	-	5,249.13	1,814.00	615.44	5,728.70
Rental Expenses	329,261.92	6,810.05	343.80	20,095.99	40,575.75	57,091.41	42,464.87	43,410.46	30,086.84	29,173.16	24,959.87	12,314.86	21,934.80
Taxes	142,597.18	16,711.84	-	6,296.56	212.19	4,357.11	1,169.57	-	16,708.39	758.93	87,632.17	7,377.35	1,373.00
Operating Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	50,397.73	1,590.50	3,028.51	2,997.37	6,183.89	3,277.20	2,975.62	4,731.39	4,400.00	4,383.99	6,423.96	5,105.17	5,300.10
Payroll	92,691.34	5,550.26	8,869.75	4,234.49	7,811.62	8,563.28	8,755.85	7,596.59	8,449.93	4,244.47	7,854.58	8,430.51	12,330.00
Cell Phone	5,695.11	-	376.52	371.24	385.33	1,213.05	881.98	419.16	-	821.49	407.17	-	819.10
Travel	13,421.16	790.50	956.39	4,851.65	1,336.18	-	-	779.00	539.84	1,154.64	2,437.36	-	575.60
Interest Expense	13,859.08	3,300.24	2,019.02	-	-	166.67	693.37	822.22	-	361.11	1,500.00	2,634.34	2,362.10
Other Expenses	129,580.76	5,680.20	3,708.61	6,059.10	11,775.79	5,918.67	12,156.23	12,977.87	4,541.42	10,147.80	27,254.81	14,553.46	14,806.80
Other Individuals	-	-	-	-	-	-	-	-	-	-	-	-	-
Briana Ramos	4,000.00	-	2,000.00	-	-	-	-	-	2,000.00	-	-	-	-
David Muir	12,000.00	10,000.00	-	-	-	-	-	2,000.00	-	-	-	-	-
Joseph Chad Lawson (Direct Payments & Reimbursement)	17,154.94	537.55	1,639.03	2,776.93	960.66	1,331.80	1,667.15	1,113.48	1,363.73	2,200.55	1,841.54	875.89	846.60
Keith Little (Direct Payments & Reimbursement)	41,093.91	3,000.00	3,000.00	3,030.67	3,000.00	3,045.23	3,000.00	3,123.52	3,222.64	3,290.57	3,132.21	3,578.07	6,671.00
Lana Martin	7,460.00	1,540.00	1,640.00	1,760.00	720.00	-	-	-	-	800.00	-	-	1,000.00
Rochelle McGowan	1,000.00	-	-	-	-	-	-	-	-	-	-	-	1,000.00
Jose Ricardo Moran	4,992.00	-	-	-	-	-	-	1,800.00	675.00	-	1,870.00	250.00	397.00
Ronald Baird	-	-	-	-	-	-	-	-	-	-	-	-	-
Steve Bieri (Hideaway)	100,000.00	-	-	-	100,000.00	-	-	-	-	-	-	-	-
Cliff McCarlie	11,825.00	800.00	800.00	800.00	800.00	1,000.00	2,600.00	1,750.00	1,000.00	1,975.00	(200.00)	-	500.00
Joan Ramos	30,839.00	1,377.00	3,377.00	-	2,000.00	4,000.00	3,377.00	4,754.00	200.00	2,754.00	4,000.00	2,000.00	3,000.00
Amy Arbeli	4,287.88	4,287.88	-	-	-	-	-	-	-	-	-	-	-
Ashley Konold	-	-	-	-	-	-	-	-	-	-	-	-	-
Audie Verbrugge	-	-	-	-	-	-	-	-	-	-	-	-	-
Bobby DeBorde	200.00	-	-	-	-	-	-	-	-	-	-	-	200.00
Terel Coomes	1,121.00	1,121.00	-	-	-	-	-	-	-	-	-	-	-
Lisa Klein (Direct Payments & Reimbursement)	38,690.58	3,000.00	3,000.00	4,500.00	3,000.00	3,190.58	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	4,000.00
Stewart Larsen	-	-	-	-	-	-	-	-	-	-	-	-	-
Tracy Cavanaugh	-	-	-	-	-	-	-	-	-	-	-	-	-
James Lindell	8,840.71	-	-	-	-	-	-	-	3,340.71	2,500.00	3,000.00	-	-
David Anderson	3,500.00	-	-	-	3,500.00	-	-	-	-	-	-	-	-
David Ramos	7,118.00	510.00	642.00	696.00	564.00	672.00	660.00	288.00	360.00	630.00	708.00	588.00	800.00
Nancy Stewart	1,000.00	-	-	-	-	-	-	-	-	-	-	-	1,000.00
Diego Correa	3,670.00	-	-	-	-	-	-	-	-	-	-	3,370.00	300.00
Other Companies	-	-	-	-	-	-	-	-	-	-	-	-	-
Silver Slipper Casino	2,023.00	-	-	-	-	-	-	2,023.00	-	-	-	-	-
Toler Marine, Inc	-	-	-	-	-	-	-	-	-	-	-	-	-
Soris Enterprises	195,600.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00	16,300.00
The Larsen Company	4,000.00	4,000.00	-	-	-	-	-	-	-	-	-	-	-
Taylor Prince LLC	2,804.93	2,804.93	-	-	-	-	-	-	-	-	-	-	-
Joseph Herrera, LLC	2,804.93	2,804.93	-	-	-	-	-	-	-	-	-	-	-
LV Default (Anthony Martin)	5,000.00	-	-	-	-	-	-	5,000.00	-	-	-	-	-
Wyoming Racing, LLC	1,375.22	-	-	-	-	-	-	-	-	-	1,375.22	-	-
Total Expenses	22,127,262.00	3,255,129.78	2,833,617.22	3,457,206.69	1,893,256.28	1,240,449.84	861,010.68	536,498.99	1,118,864.67	2,377,868.42	846,986.90	1,086,425.58	2,619,946.95

# EXHIBIT C2

## 2010 Consolidated Detail

	Total	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10
<b>Income</b>													
Intercompany Transfers													
Dynasty Development Group	7,000.00	7,000.00	-	-	-	-	-	-	-	-	-	-	-
Eric Nelson Auctioneering, Inc.	20,000.00	-	-	-	-	20,000.00	-	-	-	-	-	-	-
Nelson & Associates	-	-	-	-	-	-	-	-	-	-	-	-	-
Banone-AZ, LLC	180,000.00	-	-	-	-	-	-	-	-	-	125,000.00	5,000.00	50,000.00
Banone, LLC	420,500.00	257,000.00	-	35,000.00	-	-	-	30,000.00	11,000.00	30,000.00	30,000.00	27,500.00	-
Emerald Bay Resorts, LLC	3,552.76	-	-	3,552.76	-	-	-	-	-	-	-	-	-
Eric Nelson NV Trust	144,289.69	-	10,000.00	-	30,000.00	74,289.69	-	-	-	30,000.00	-	-	-
Cashier's Checks (Intercompany)	47,500.00	-	-	-	-	-	-	-	-	47,500.00	-	-	-
Cashier's Checks	-	-	-	-	-	-	-	-	-	-	-	-	-
Related Individuals	-	-	-	-	-	-	-	-	-	-	-	-	-
Aleda Nelson (Eric's Sister)	-	-	-	-	-	-	-	-	-	-	-	-	-
Brock Nelson (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
CJE&L, LLC (Cal Nelson)	23,331.77	-	-	1,670.76	-	496.17	496.17	496.17	20,172.50	-	-	-	-
Harber Investments LLC / Nola Harber (Eric's Sister)	837.50	837.50	-	-	-	-	-	-	-	-	-	-	-
Eric T Nelson (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Eric Nelson (Wells Fargo Account)	60,795.59	5,000.00	-	-	1,029.49	54,766.10	-	-	-	-	-	-	-
Other Income	14,278.75	-	-	14,237.99	40.76	-	-	-	-	-	-	-	-
Certificate of Deposit	-	-	-	-	-	-	-	-	-	-	-	-	-
Sale of Real Estate	2,086,354.10	851,822.92	710,073.78	280,055.87	85,411.07	10,800.00	-	13,199.56	7,000.00	127,990.90	-	-	-
Hideaway Casino	22,468.38	7,500.00	14,968.38	-	-	-	-	-	-	-	-	-	-
Silver Slipper Casino	133,484.47	10,430.60	12,615.20	10,679.80	15,636.16	12,551.40	11,250.00	16,483.40	3,920.00	14,863.39	4,065.00	4,630.00	16,359.52
Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Arnold Rent	2,662.88	432.00	450.00	450.00	-	-	-	-	-	-	430.88	450.00	450.00
Banone Houses	494,626.47	34,742.00	44,528.00	42,762.00	43,029.47	35,360.47	43,604.38	39,103.16	37,060.00	40,422.00	39,131.99	45,349.00	49,534.00
Lindell	91,527.35	10,280.00	2,930.00	9,030.00	4,645.55	8,000.00	8,030.00	9,468.40	8,318.00	7,374.00	6,668.40	8,374.00	8,409.00
Russell Road	-	-	-	-	-	-	-	-	-	-	-	-	-
RV Park	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Income	44,794.00	2,799.75	7,122.30	3,043.90	4,868.26	7,461.24	4,878.91	3,005.88	3,303.94	126.97	2,756.97	3,298.91	2,126.97
Soris Note Interest	18,735.03	6,245.01	-	12,490.02	-	-	-	-	-	-	-	-	-
IRS Refund	106,184.02	-	-	-	58,136.00	-	-	-	-	48,048.02	-	-	-
Refunds	59,959.47	9,882.25	23,151.48	3,114.95	6,720.32	805.22	800.32	135.00	12,966.64	165.75	868.92	756.76	591.85
BNY Investment Account	240,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
Line of Credit	2,757,368.17	1,882,368.17	-	-	-	275,000.00	200,000.00	-	-	-	200,000.00	100,000.00	100,000.00
<b>Total Income</b>	<b>6,980,250.40</b>	<b>3,106,340.20</b>	<b>845,839.14</b>	<b>436,088.05</b>	<b>269,517.09</b>	<b>519,530.29</b>	<b>289,059.78</b>	<b>131,891.57</b>	<b>123,741.08</b>	<b>366,491.03</b>	<b>428,922.16</b>	<b>215,358.67</b>	<b>247,471.34</b>
<b>Expenses</b>													
Eric Nelson	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	196,323.47	8,000.00	8,000.00	71,123.47	16,000.00	13,700.00	-	16,000.00	-	34,500.00	13,000.00	8,000.00	8,000.00
Expenses	59,895.04	1,880.85	2,043.32	11,992.20	563.66	4,189.63	5,325.23	8,010.52	3,000.00	7,282.55	4,539.27	6,884.67	4,183.14
Lynita Nelson	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	2,300.00	2,300.00	-	-	-	-	-	-	-	-	-	-	-
Expenses	10,703.58	-	1,787.88	893.94	1,002.72	1,002.72	-	2,005.44	-	1,002.72	1,002.72	1,002.72	1,002.72
Amanda Stromberg (Eric & Lynita's Daughter)	11,787.33	-	5,743.67	6,043.66	-	-	-	-	-	-	-	-	-
Aubrey Nelson (Eric & Lynita's Daughter)	79,381.11	6,000.00	11,173.09	8,492.33	6,090.00	6,900.00	7,250.00	5,275.69	15,000.00	2,200.00	5,000.00	6,000.00	-
Carli Nelson (Eric & Lynita's Daughter)	9,850.92	4,135.00	1,950.00	25.00	-	-	-	1,498.92	-	2,242.00	-	-	-
Erica Nelson (Eric & Lynita's Daughter)	15,008.16	627.81	2,108.20	1,131.15	713.33	1,124.14	870.36	1,548.75	669.46	1,832.84	2,631.93	945.16	805.03
Garett Nelson (Eric & Lynita's Son)	29,539.31	-	-	-	-	-	-	-	-	28,716.06	-	523.25	300.00
Related Individuals	-	-	-	-	-	-	-	-	-	-	-	-	-
Aleda Nelson (Eric's Sister)	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	620,631.00	620,000.00	631.00	-	-	-	-	-	-	-	-	-	-
Expenses	700.00	-	-	-	700.00	-	-	-	-	-	-	-	-
Nelson Auctioneering	8,500.00	1,000.00	5,000.00	-	-	-	2,500.00	-	-	-	-	-	-
Reimbursement	-	-	-	-	-	-	-	-	-	-	-	-	-
Brock Nelson (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Bryce Nelson (Eric's Nephew)	8,000.00	4,000.00	4,000.00	-	-	-	-	-	-	-	-	-	-
Cal Nelson (Eric's Brother)	-	-	-	-	-	-	-	-	-	-	-	-	-
Cal's Blue Water Marine	-	-	-	-	-	-	-	-	-	-	-	-	-
Cashier's Checks	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	1,293,918.17	1,267,368.17	5,000.00	1,100.00	450.00	-	-	-	20,000.00	-	-	-	-
Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursement	21,072.13	6,792.23	7,471.41	630.04	1,758.59	184.77	367.43	-	1,253.49	1,821.38	368.28	424.51	-
Carlene Gutierrez (Eric's Sister)	20,000.00	5,000.00	5,000.00	10,000.00	-	-	-	-	-	-	-	-	-

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	Total	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10
Chad Ramos (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
CNR Real Estate	39,668.30	-	10,000.00	21,118.30	3,000.00	4,500.00	1,050.00	-	-	-	-	-	-
Direct Payments	21,050.00	9,000.00	4,800.00	-	-	-	-	-	1,000.00	-	-	6,250.00	-
Expenses	1,720.24	1,720.24	-	-	-	-	-	-	-	-	-	-	-
Reimbursement	356.00	-	-	356.00	-	-	-	-	-	-	-	-	-
Chelsea Nelson (Eric's Niece)	5,817.06	3,000.00	832.38	-	496.17	496.17	-	992.34	-	-	-	-	-
Chris Stromberg (Eric & Lynita's son-in-law)	17,252.00	-	-	-	-	-	-	17,252.00	-	-	-	-	-
Eric T. Nelson (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	55,100.00	8,000.00	13,000.00	3,000.00	3,000.00	3,000.00	2,700.00	2,400.00	-	5,100.00	3,150.00	2,850.00	8,900.00
Reimbursement	49,269.10	482.83	-	1,231.28	1,657.47	5,056.82	3,320.52	582.79	-	2,223.37	13,123.23	9,362.10	12,228.69
Jesse Harber (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Kevin Bailey (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	51,000.00	8,000.00	13,000.00	3,000.00	3,000.00	3,000.00	-	-	-	9,000.00	6,000.00	-	6,000.00
Reimbursement	9,714.19	-	-	-	-	-	400.00	4,965.99	-	-	4,348.20	-	-
Kjersten Bailey (Eric's Niece)	321.40	-	321.40	-	-	-	-	-	-	-	-	-	-
Lance Liu (Eric's Brother-in-law)	8,000.00	4,000.00	4,000.00	-	-	-	-	-	-	-	-	-	-
Paul Harber (Eric's Brother-in-law)	41,902.94	41,902.94	-	-	-	-	-	-	-	-	-	-	-
Paul Nelson (Eric's Brother)	-	-	-	-	-	-	-	-	-	-	-	-	-
Cashier's Checks	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	55,581.32	897.43	25,933.89	-	25,000.00	-	-	-	-	3,750.00	-	-	-
Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Health Insurance	16,726.07	-	2,682.82	1,341.41	1,587.73	1,587.73	-	3,175.46	-	1,587.73	1,587.73	1,587.73	1,587.73
Reimbursement	9,695.44	3,383.94	402.11	-	1,400.13	1,037.59	1,341.87	-	-	558.00	1,131.00	-	440.80
Rebecca Slaughter (Lynita's Niece)	3,000.00	-	-	-	-	-	-	3,000.00	-	-	-	-	-
Ryan Nelson (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	18,500.00	8,000.00	10,500.00	-	-	-	-	-	-	-	-	-	-
Reimbursement	-	-	-	-	-	-	-	-	-	-	-	-	-
Stacy Liu (Eric's Sister)	5,000.00	2,500.00	2,500.00	-	-	-	-	-	-	-	-	-	-
Investments	257,881.21	-	-	-	-	-	-	-	-	-	184,931.24	-	72,949.97
Wyoming Downs	-	-	-	-	-	-	-	-	-	-	-	-	-
Bella Kathryn	-	-	-	-	-	-	-	-	-	-	-	-	-
Improvements	1,223,519.24	141,032.98	155,619.65	151,178.10	205,205.23	311,204.46	57,187.11	38,799.11	28,779.31	56,298.85	46,422.65	24,095.79	7,696.00
Expenses	33,528.43	11,833.00	491.71	659.21	246.30	329.58	8,477.40	1,482.17	1,774.29	2,168.88	2,543.82	1,332.18	2,189.89
Vehicles	5,903.00	455.00	559.00	447.98	1,556.02	-	111.50	2,101.50	116.00	556.00	-	-	-
Health/Life Insurance	14,899.85	1,914.25	2,344.99	1,436.50	1,289.65	1,177.83	111.82	2,273.84	-	808.48	1,180.83	1,180.83	1,180.83
Travel	3,027.95	-	1,401.21	689.61	-	678.80	-	-	-	-	-	258.33	-
BNY Investment Account	250,000.00	250,000.00	-	-	-	-	-	-	-	-	-	-	-
Credit Cards	-	-	-	-	-	-	-	-	-	-	-	-	-
Line of Credit	800,000.00	-	200,000.00	600,000.00	-	-	-	-	-	-	-	-	-
Professionals	-	-	-	-	-	-	-	-	-	-	-	-	-
Gordon & Silver, Ltd	-	-	-	-	-	-	-	-	-	-	-	-	-
Kissinger, Bigatel & Brower	-	-	-	-	-	-	-	-	-	-	-	-	-
Ecker & Kainen	-	-	-	-	-	-	-	-	-	-	-	-	-
Warner Angle Hallam Jackson	330.36	-	105.00	-	225.36	-	-	-	-	-	-	-	-
Rogers & Haldeman (Accountant)	730.00	-	-	-	400.00	(400.00)	700.00	-	-	30.00	-	-	-
William Armstrong, Jr., P.A.	-	-	-	-	-	-	-	-	-	-	-	-	-
Blackwells Lawyers & Counselor	-	-	-	-	-	-	-	-	-	-	-	-	-
Harold W Duke PA	6,613.70	-	-	632.70	-	-	-	-	-	-	-	-	5,981.00
Freudenthal & Bobnds, P.C.	-	-	-	-	-	-	-	-	-	-	-	-	-
James Jimmerson, Esq	201,145.41	-	-	-	-	10,000.00	-	43,759.08	-	47,758.62	30,673.08	53,954.63	15,000.00
Jeffrey Burr, LTD.	-	-	-	-	-	-	-	-	-	-	-	-	-
Solomon Dwiggens	-	-	-	-	-	-	-	-	-	-	-	-	-
Stephens, Gourley & Bywater	53,950.19	-	394.06	4,900.96	3,500.62	-	7,148.18	-	-	15,800.11	7,677.76	7,001.50	7,527.00
Willick Law Group	-	-	-	-	-	-	-	-	-	-	-	-	-
Ivey Forseberg&Douglas	-	-	-	-	-	-	-	-	-	-	-	-	-
The Rushforth Firm, LTD	-	-	-	-	-	-	-	-	-	-	-	-	-
Mary Lehman	-	-	-	-	-	-	-	-	-	-	-	-	-
Gaston Resolution	10,000.00	-	-	5,000.00	5,000.00	-	-	-	-	-	-	-	-
Teri Norton, RMR	-	-	-	-	-	-	-	-	-	-	-	-	-
Gerety & Associates (Accountant)	29,389.00	-	-	-	-	-	-	4,101.00	-	2,550.00	-	11,369.00	11,369.00
R.Vaughn Gourley, P.C	900.00	-	-	-	-	-	-	900.00	-	-	-	-	-
Michael Branch	-	-	-	-	-	-	-	-	-	-	-	-	-
Wayne Catalano	-	-	-	-	-	-	-	-	-	-	-	-	-
Haas & Haas	-	-	-	-	-	-	-	-	-	-	-	-	-
Dickerson Law Group	-	-	-	-	-	-	-	-	-	-	-	-	-

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

# **EXHIBIT C3**

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



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

2011 Consolidated Detail

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

# EXHIBIT C4

## 2012 Consolidated Detail

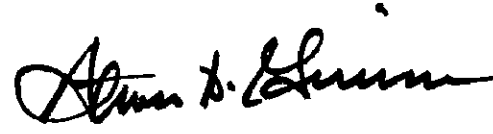
	Total	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12
CNR Real Estate	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursement	-	-	-	-	-	-	-	-	-	-	-	-	-
Chelsea Nelson (Eric's Niece)	-	-	-	-	-	-	-	-	-	-	-	-	-
Chris Stromberg (Eric & Lynita's son-in-law)	19,514.02	2,500.00	10,578.36	6,435.66	-	-	-	-	-	-	-	-	-
Eric T. Nelson (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursement	-	-	-	-	-	-	-	-	-	-	-	-	-
Jesse Harber (Eric's Nephew)	2,000.00	-	-	2,000.00	-	-	-	-	-	-	-	-	-
Kevin Bailey (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursement	-	-	-	-	-	-	-	-	-	-	-	-	-
Kjersten Bailey (Eric's Niece)	-	-	-	-	-	-	-	-	-	-	-	-	-
Lance Liu (Eric's Brother-in-law)	14,677.96	1,084.00	6,175.80	2,303.16	5,115.00	-	-	-	-	-	-	-	-
Paul Harber (Eric's Brother-in-law)	-	-	-	-	-	-	-	-	-	-	-	-	-
Paul Nelson (Eric's Brother)	-	-	-	-	-	-	-	-	-	-	-	-	-
Cashier's Checks	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	14,963.75	4,500.00	3,500.00	3,500.00	3,463.75	-	-	-	-	-	-	-	-
Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Health Insurance	211.75	-	-	211.75	-	-	-	-	-	-	-	-	-
Reimbursement	74.30	-	74.30	-	-	-	-	-	-	-	-	-	-
Rebecca Slaughter (Lynita's Niece)	-	-	-	-	-	-	-	-	-	-	-	-	-
Ryan Nelson (Eric's Nephew)	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursement	-	-	-	-	-	-	-	-	-	-	-	-	-
Stacy Liu (Eric's Sister)	-	-	-	-	-	-	-	-	-	-	-	-	-
Investments	-	-	-	-	-	-	-	-	-	-	-	-	-
Wyoming Downs	4,800.00	-	-	4,800.00	-	-	-	-	-	-	-	-	-
Bella Kathryn	-	-	-	-	-	-	-	-	-	-	-	-	-
Improvements	69,753.53	16,786.67	34,756.44	6,221.86	11,988.56	-	-	-	-	-	-	-	-
Expenses	10,826.95	3,714.20	2,069.78	4,592.97	450.00	-	-	-	-	-	-	-	-
Vehicles	1,648.36	631.53	519.71	497.12	-	-	-	-	-	-	-	-	-
Health/Life Insurance	7,487.10	4,449.84	2,897.76	139.50	-	-	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-	-	-	-	-	-	-
BNY Investment Account	-	-	-	-	-	-	-	-	-	-	-	-	-
Credit Cards	10,956.22	-	4,782.29	6,173.93	-	-	-	-	-	-	-	-	-
Line of Credit	-	-	-	-	-	-	-	-	-	-	-	-	-
Professionals	-	-	-	-	-	-	-	-	-	-	-	-	-
Gordon & Silver, Ltd	-	-	-	-	-	-	-	-	-	-	-	-	-
Kissinger, Bigatel & Brower	-	-	-	-	-	-	-	-	-	-	-	-	-
Ecker & Kainen	-	-	-	-	-	-	-	-	-	-	-	-	-
Warner Angle Hallam Jackson	-	-	-	-	-	-	-	-	-	-	-	-	-
Rogers & Haldeman (Accountant)	-	-	-	-	-	-	-	-	-	-	-	-	-
William Armstrong, Jr., P.A	-	-	-	-	-	-	-	-	-	-	-	-	-
Blackwells Lawyers & Counselor	-	-	-	-	-	-	-	-	-	-	-	-	-
Harold W Duke PA	-	-	-	-	-	-	-	-	-	-	-	-	-
Freudenthal & Bobnds, P.C.	-	-	-	-	-	-	-	-	-	-	-	-	-
James Jimmerson, Esq	-	-	-	-	-	-	-	-	-	-	-	-	-
Jeffrey Burr, LTD.	-	-	-	-	-	-	-	-	-	-	-	-	-
Solomon Dwiggens	-	-	-	-	-	-	-	-	-	-	-	-	-
Stephens, Gourley & Bywater	-	-	-	-	-	-	-	-	-	-	-	-	-
Willick Law Group	-	-	-	-	-	-	-	-	-	-	-	-	-
Ivey Forseberg&Douglas	-	-	-	-	-	-	-	-	-	-	-	-	-
The Rushforth Firm, LTD	-	-	-	-	-	-	-	-	-	-	-	-	-
Mary Lehman	10,000.00	-	-	10,000.00	-	-	-	-	-	-	-	-	-
Gaston Resolution	-	-	-	-	-	-	-	-	-	-	-	-	-
Teri Norton, RMR	-	-	-	-	-	-	-	-	-	-	-	-	-
Gerety & Associates (Accountant)	-	-	-	-	-	-	-	-	-	-	-	-	-
R.Vaughn Gourley, P.C	-	-	-	-	-	-	-	-	-	-	-	-	-
Michael Branch	-	-	-	-	-	-	-	-	-	-	-	-	-
Wayne Catalano	-	-	-	-	-	-	-	-	-	-	-	-	-
Haas & Haas	-	-	-	-	-	-	-	-	-	-	-	-	-
Dickerson Law Group	-	-	-	-	-	-	-	-	-	-	-	-	-
Melissa Attanasio	-	-	-	-	-	-	-	-	-	-	-	-	-
Larry Bertsch, CPA & Associates (Court)	-	-	-	-	-	-	-	-	-	-	-	-	-

2012 Consolidated Detail

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

# EXHIBIT 10

# EXHIBIT 10



CLERK OF THE COURT

1 NEOJ  
2 THE DICKERSON LAW GROUP  
3 ROBERT P. DICKERSON, ESQ.  
Nevada Bar No. 000945  
4 JOSEF M. KARACSONYI, ESQ.  
Nevada Bar No. 010634  
5 KATHERINE L. PROVOST, ESQ.  
Nevada Bar No. 008414  
6 1745 Village Center Circle  
Las Vegas, Nevada 89134  
7 Telephone: (702) 388-8600  
Facsimile: (702) 388-0210  
8 Email: info@dickersonlawgroup.com  
Attorneys for LYNITA SUE NELSON

9 DISTRICT COURT  
FAMILY DIVISION

10 CLARK COUNTY, NEVADA

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

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

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

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

NOTICE OF ENTRY OF ORDER  
DETERMINING DISPOSITION  
OF DYNASTY DEVELOPMENT  
MANAGEMENT, INC. AKA  
WYOMING DOWNS

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

23 Counterclaimant and Crossclaimant,  
24 v.

25 LYNITA SUE NELSON and ERIC  
NELSON,

26 Purported Cross-Defendant and  
27 Counterdefendant,  
28

1 LYNITA SUE NELSON,

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

4 v.

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

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

16 TO: ERIC L. NELSON, Plaintiff; and

17 TO: RHONDA K. FORSBERG, ESQ., of RHONDA K. FORSBERG, CHTD.,  
18 Attorneys for Plaintiff;

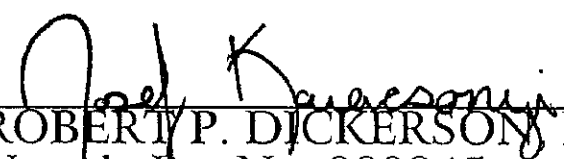
19 TO: MARK A. SOLOMON, ESQ., and JEFFREY P. LUSZECK, ESQ., of  
20 SOLOMON, DWIGGINS & FREER, LTD., Attorneys for the Eric L. Nelson  
21 Nevada Trust;

22 PLEASE TAKE NOTICE that an ORDER DETERMINING DISPOSITION OF  
23 DYNASTY DEVELOPMENT MANAGEMENT, INC. AKA WYOMING DOWNS was  
24 entered in the above-entitled matter on September 18, 2014, a copy of which is  
25 attached.  
26

27 DATED this 22<sup>nd</sup> day of September, 2014.

28 THE DICKERSON LAW GROUP

By

  
ROBERT P. DICKERSON, ESQ.  
Nevada Bar No. 000945  
JOSEF M. KARACSONYI, ESQ.  
Nevada Bar No. 010634  
KATHERINE L. PROVOST, ESQ.  
Nevada Bar No. 008414  
1745 Village Center Circle  
Las Vegas, Nevada 89134  
Attorneys for Defendant



1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of THE DICKERSON  
3 LAW GROUP, and that on this 22<sup>nd</sup> day of September, 2014, I caused the above and  
4 foregoing document entitled NOTICE OF ENTRY OF ORDER DETERMINING  
5 DISPOSITION OF DYNASTY DEVELOPMENT MANAGEMENT, INC. AKA  
6 WYOMING DOWNS to be served as follows:

7 [ X ] pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and  
8 Administrative Order 14-2 captioned "In the Administrative Matter of  
9 Mandatory Electronic Service in the Eighth Judicial District Court," by  
mandatory electronic service through the Eighth Judicial District Court's  
electronic filing system;

10 [ X ] by placing same to be deposited for mailing in the United States Mail, in  
11 a sealed envelope upon which first class postage was prepaid in Las Vegas,  
Nevada;

12 [ ] pursuant to EDCR 7.26, to be sent via **facsimile**, by duly executed  
13 consent for service by electronic means;

14 [ ] by hand-delivery with signed Receipt of Copy.

15 To the attorney(s) listed below at the address, email address, and/or facsimile number  
16 indicated below:

17 RHONDA K. FORSBERG, ESQ.  
18 RHONDA K. FORSBERG, CHARTERED  
64 North Pecos Road, Ste. 800  
Henderson, Nevada 89074  
19 [rforsberg@forsberg-law.com](mailto:rforsberg@forsberg-law.com)  
[mweiss@forsberg-law.com](mailto:mweiss@forsberg-law.com)  
Attorneys for Plaintiff

21 MARK A. SOLOMON, ESQ.  
22 JEFFREY P. LUSZECK, ESQ.  
SOLOMON, DWIGGINS, FREER & MORSE, LTD.  
9060 W. Cheyenne Avenue  
23 Las Vegas, Nevada 89129  
[jluszeck@sdfnvlaw.com](mailto:jluszeck@sdfnvlaw.com)  
24 [sgerace@sdfnvlaw.com](mailto:sgerace@sdfnvlaw.com)  
Attorneys for Distribution Trustee of the ELN Trust

26   
27 An employee of The Dickerson Law Group  
28

  
CLERK OF THE COURT

**ORDR**  
MARK A. SOLOMON, ESQ.  
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Facsimile No.: (702) 853-5485

Attorneys for Distribution Trustee of the  
ERIC L. NELSON NEVADA TRUST  
dated May 30, 2001

**DISTRICT COURT**

**COUNTY OF CLARK, NEVADA**

ERIC L. NELSON,  
  
Plaintiff

Case No.: D411537

Dept.: O

vs.

**ORDER DETERMINING DISPOSITION OF  
DYNASTY DEVELOPMENT  
MANAGEMENT, INC. aka WYOMING  
DOWNS**

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

Defendants.

Date of Hearing: May 30, 2014

Time of Hearing: 9:00 a.m.

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

Cross-claimant,

vs.

LYNITA SUE NELSON,

Cross-defendant.

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

An evidentiary hearing on the disposition of Dynasty Development Management, LLC aka Wyoming Downs (hereinafter referred to as "Wyoming Downs") came on for hearing on this 30<sup>th</sup> day of May, 2014, before the Honorable Frank P. Sullivan. Mark A. Solomon, Esq. and Jeffrey P. Luszeck, Esq., of Solomon Dwiggin & Freer, Ltd., appeared on behalf of the Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001 ("ELN Trust"). Robert P. Dickerson, Esq. and Josef M. Karacsonyi, Esq., of the Dickerson Law Group, appeared on behalf of Lynita S. Nelson and the LYNITA S. NELSON NEVADA TRUST dated May 30, 2001 ("LSN Trust"), and Lynita S. Nelson was present. Rhonda K. Forsberg, Esq., of Rhonda K. Forsberg Chartered, appeared on behalf of Eric L. Nelson, and Eric L. Nelson was present. The Court having reviewed and analyzed the pleadings and papers on file herein, the testimony and exhibits proffered, and having heard the arguments of Counsel and the Parties, finds good cause to enter the following order:

**THE COURT HEREBY FINDS** that at the time the Court entered its Decree of Divorce on June 3, 2013 ("Divorce Decree"), it was without sufficient information to make a determination regarding the disposition of Wyoming Downs. The Court was concerned about how Wyoming Downs was purchased due to the fact that there was a motion to release monies from the \$1,680,000 previously enjoined in David Stephen, Esq.'s trust account for the purchase of Wyoming Downs, which motion was denied. The motion to release monies was filed after the purchase agreement for Wyoming Downs was entered into. Although the Court does not believe it has any probative value to the issue, it will note that Lynita S. Nelson opposed the acquisition of Wyoming Downs as a non-performing asset, and took the position that the ELN Trust and Eric Nelson were taking community assets and dissipating them.

**THE COURT FURTHER FINDS** that Dynasty Development Management, LLC ("Dynasty") was organized as a Nevada LLC on April 26, 2011, with the ELN Trust as its sole member, and with Eric L. Nelson as its manager.

1       **THE COURT FURTHER FINDS** that in or around November 2011, Banone LLC loaned  
2 \$75,000 to Dynasty, which Dynasty utilized as an earnest money deposit toward the purchase of  
3 Wyoming Downs.

4       **THE COURT FURTHER FINDS** that Wyoming Downs was purchased around November 16,  
5 2011, by Dynasty for \$440,000, which represented a purchase price of \$400,000 and a buyer's  
6 premium of \$40,000.

7       **THE COURT FURTHER FINDS** that Dynasty's purchase of Wyoming Downs was financed  
8 through debt by Henderson Capital Group, LLC ("Henderson Capital"), a hard money lender.

9       **THE COURT FURTHER FINDS** that the ELN Trust entered into a promissory note in favor  
10 of Henderson Capital in the amount of \$700,000. Out of the \$700,000 borrowed \$100,000 was taken  
11 out for prepayment of fees and interest. The remaining \$600,000 in loan proceeds, plus \$175.46 for  
12 tax reimbursement, and the \$75,000 earnest money deposit (for a total of \$675,175.46), was applied at  
13 closing as follows: \$400,000 for the purchase price, \$40,000 for the buyer's premium, \$30,389 in  
14 settlement charges, and \$10,000 for an extension fee FOR A TOTAL OF \$480,839.00. Accordingly,  
15 at closing a total of \$194,336.46 (\$675,175.46-\$480,839.00) of equity was available to pull out. Eric  
16 L. Nelson testified that from the \$194,336.46, \$75,000 was paid back to Banone, LLC, leaving new  
17 money of \$119,336.46.

18       **THE COURT FURTHER FINDS** that although Wyoming Downs was acquired by the ELN  
19 Trust during the pendency of the marriage between Eric L. Nelson and Lynita S. Nelson, the Court  
20 does not find it to be community property as it was clearly purchased through Dynasty, an entity  
21 wholly owned by the ELN Trust and the Court maintained the ELN Trust. The Court found no facts  
22 leading it to conclude Lynita S. Nelson or the LSN Trust has an interest in Wyoming Downs. The  
23 Court maintained the integrity of the ELN Trust and LSN Trust for the reasons set forth in the Divorce  
24 Decree.

25       **THE COURT FURTHER FINDS** that there was no transmutation of Wyoming Downs from  
26 separate property to community property, even assuming that Wyoming Down was separate property  
27 of Eric L. Nelson, and not the property of the ELN Trust, separate and distinct from Eric L. Nelson.  
28

1  
2       **THE COURT FURTHER FINDS** that the Court went through great efforts in the Divorce  
3 Decree to maintain the integrity of the ELN Trust and LSN Trust to give the parties protection from  
4 third-party creditors and give them the benefits of the spendthrift trusts, while applying the principles  
5 of equity, fairness and constructive trust to remedy the transactions that the Court felt were done to the  
6 detriment of Lynita S. Nelson and the LSN Trust, and without compensation, and to the benefit of Eric  
7 L. Nelson and the ELN Trust. However, the Court finds it inappropriate to apply such principles of  
8 equity, fairness and constructive trust to Wyoming Downs because at the time Wyoming Downs was  
9 acquired by Dynasty, Lynita S. Nelson was no longer taking advice from Eric L. Nelson, the ELN  
10 Trusts and LSN Trust were being treated as separate and distinct entities, and the Court was not  
11 concerned that Wyoming Downs was acquired as a result of any breach of fiduciary duty to Lynita S.  
12 Nelson or the LSN Trust.

13       **THE COURT FURTHER FINDS** that it was concerned about the loan from Banone, LLC to  
14 Dynasty. The Court awarded the Banone, LLC properties to Lynita S. Nelson for the reasons stated in  
15 the Divorce Decree. The \$75,000 loan was the source of earnest money deposit that made it possible  
16 for Dynasty to bid on and purchase Wyoming Downs.

17       **THE COURT FURTHER FINDS** that it was troubled by the conduct during discovery.  
18 Although many of Lynita S. Nelson's document requests and deposition questions in discovery were  
19 overly broad and/or might have been beyond the scope of the evidentiary hearing on Wyoming  
20 Downs, the ELN Trust's production of documents and responses to deposition questions were not in  
21 good faith, and additional documents and testimony should have been proffered. The Court felt the  
22 discovery responses were stonewalling, which has been the case from day one; it has been very  
23 difficult for this Court to get information. During the deposition of Eric L. Nelson and the ELN Trust,  
24 they failed to answer any questions of substance, and the responses to requests for production could  
25 have provided a lot more information, including information concerning issues the ELN Trust raised at  
26 the time of trial  
27  
28

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1       **THE COURT FURTHER FINDS** that based on the ELN Trust's and Eric L. Nelson's failure  
2 to produce documents or testimony during discovery they were precluded, pursuant to NRCP 37(c)(1)  
3 and (b)(2), from introducing such evidence at trial. The Court notes that the ELN Trust attempted to  
4 introduce documents allegedly showing repayment of the loan to Banone, LLC at the evidence stage  
5 which were not provided during discovery, which was inappropriate. If a party will not produce  
6 documents during discovery it cannot introduce same into evidence at trial.

7       **THE COURT FURTHER FINDS** that while Eric L. Nelson testified that the \$75,000 was paid  
8 back, there was no other evidence to corroborate his testimony. The Court was troubled by the  
9 testimony of Eric L. Nelson regarding the repayment of \$75,000 to Banone. The Court has made  
10 specific findings regarding Eric L. Nelson's credibility issues or lack thereof, and so have other  
11 Courts, including the bankruptcy court which has made some other findings as far as credibility.  
12 Accordingly, the Court is not inclined to rely upon the testimony of Eric L. Nelson as to the repayment  
13 of the \$75,000 loan absent corroborating evidence.

14       **THE COURT FURTHER FINDS** that, in accordance with the findings set forth above, there  
15 was no evidence that the loan to Banone, LLC was repaid. The ELN Trust and Eric L. Nelson should  
16 repay to the LSN Trust the \$75,000 earnest money deposit which made it possible for Dynasty to  
17 purchase Wyoming Downs.

18       **NOW, THEREFORE,**

19       **IT IS HEREBY ORDERED** that Dynasty Development Management, LLC aka Wyoming  
20 Downs belongs to the ELN Trust.

21       **IT IS FURTHER ORDERED** that neither Lynita S. Nelson nor the LSN Trust are entitled to an  
22 interest in Dynasty Development Management, LLC aka Wyoming Downs.

23       **IT IS FURTHER ORDERED** that the ELN Trust and Eric L. Nelson shall pay the LSN Trust  
24 \$75,000 as repayment for the \$75,000 loan that Banone LLC made to Dynasty Development  
25 Management, LLC in or around November 2011.

DATED this 9<sup>th</sup> day of ~~August~~, 2014.

FRANK P. SULLIVAN

By:

*Attorneys for Distribution Trustee of the  
ERIC L. NELSON NEVADA TRUST  
dated May 30, 2001*

By:

*Attorneys for Eric L. Nelson*

By: \_\_\_\_\_

*Attorneys for Lynita S. Nelson*

# **EXHIBIT 11**

# **EXHIBIT 11**



COPY

RECEIVED  
9/11/13

1 NEO  
THE DICKERSON LAW GROUP  
2 ROBERT P. DICKERSON, ESQ.  
Nevada Bar No. 000945  
3 KATHERINE L. PROVOST, ESQ.  
Nevada Bar No. 008414  
4 JOSEF M. KARACSONYI, ESQ.  
Nevada Bar No. 010634  
5 1745 Village Center Circle  
Las Vegas, Nevada 89134  
6 Telephone: (702) 388-8600  
Facsimile: (702) 388-0210  
7 Email: info@dickersonlawgroup.com  
Attorneys for LYNITA SUE NELSON

DISTRICT COURT  
FAMILY DIVISION

CLARK COUNTY, NEVADA

11 ERIC L. NELSON,

12 Plaintiff/Counterdefendant,

13 v.

14 LYNITA SUE NELSON

15 Defendant/Counterclaimant.

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

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

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

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  
TRUST dated May 30, 2001,

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

7 v.

8 LYNITA SUE NELSON and ERIC  
NELSON,

9 Purported Cross-Defendant and  
10 Counterdefendant,

11 LYNITA SUE NELSON,

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

14 v.

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

25  
26 Counterdefendants, and/or  
Cross-Defendants, and/or  
27 Third Party Defendants.  
28

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 30<sup>th</sup> day of September, 2013.

12                                   THE DICKERSON LAW GROUP

13  
14                                   By 

15                                   ROBERT P. DICKERSON, ESQ.  
16                                   Nevada Bar No. 000945  
17                                   KATHERINE L. PROVOST, ESQ.  
18                                   Nevada Bar No. 008414  
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20                                   Nevada Bar No. 10634  
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22                                   Las Vegas, Nevada 89134  
23                                   Attorneys for Defendant  
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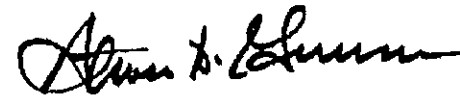
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Las Vegas, Nevada 89129  
Attorneys for Distribution Trustee of the ELN Trust

*Sami Arlukas*

An employee of The Dickerson Law Group



CLERK OF THE COURT

1 **ORDR**

2 **THE DICKERSON LAW GROUP**

3 **ROBERT P. DICKERSON, ESQ.**

4 Nevada Bar No. 000945

**KATHERINE L. PROVOST, ESQ.**

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Email: info@dickersonlawgroup.com

Attorneys for LYNITA SUE NELSON

9  
10 **EIGHTH JUDICIAL DISTRICT COURT**  
11 **FAMILY DIVISION**

12 **CLARK COUNTY, NEVADA**

13 **ERIC L. NELSON,**

14 Plaintiff/Counterdefendant,

15 v.

16 **LYNITA SUE NELSON,**

17 Defendant/Counterclaimant.

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

19 **ERIC L. NELSON NEVADA TRUST**  
20 dated May 30, 2001, and LSN NEVADA  
21 TRUST dated May 30, 2001,

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

25  
26 **LANA MARTIN, as Distribution Trustee of**  
27 **the ERIC L. NELSON NEVADA TRUST**  
28 dated May 30, 2001,

Necessary Party (joined in this action)

pursuant to Stipulation and Order )  
entered on August 9, 2011)/ Purported )  
Counterclaimant and Crossclaimant, )

V.

LYNITA SUE NELSON and ERIC NELSON,

### Purported Cross-Defendant and Counterdefendant

LYNITA SUE NELSON,

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

V.

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

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

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

This matter coming on for a Status Check hearing on this 4th day of September, 2013 before the Honorable Frank P. Sullivan; Robert P. Dickerson, Esq., Katherine L. Provost, Esq., and Josef M. Karacsonyi, Esq., of the Dickerson Law Group, appearing

1 on behalf of Defendant, Lynita Nelson, and Defendant being present; Rhonda K.  
2 Forsberg, Esq., of Radford K. Smith, Chtd., appearing on behalf of Plaintiff, Eric  
3 Nelson, and Plaintiff being present; and Jeffrey P. Luszeck, Esq., of Solomon, Dwiggin  
4 & Freer, Ltd., appearing on behalf of the Distribution Trustee of the Eric L. Nelson

5 Nevada Trust. The Court having received and reviewed the papers on file herein, and  
6 having heard the arguments of counsel and the parties, and good cause appearing  
7 therefore,

8 THE COURT HEREBY ORDERS that Eric and/or the ELN Trust shall pay to  
9 Lynita and/or the LSN Trust one-half (1/2) of the net income collected by the Lindell  
10 Professional Plaza on an ongoing monthly basis, such monthly payments occurring on  
11 or before the first (1<sup>st</sup>) of each month, beginning October 1, 2013 (which shall be  
12 payment of the August 2013 net income).

13 IT IS FURTHER ORDERED that Eric and/or the ELN Trust shall continue to  
14 account for all income and expenses of the Lindell Professional Plaza on an ongoing  
15 monthly basis and shall provide Lynita and her counsel with a copy of a monthly  
16 accounting simultaneously with each payment to Lynita and/or the LSN Trust as  
17 required by the foregoing Order.

18 ...

19 ...

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27 ...

28 ...

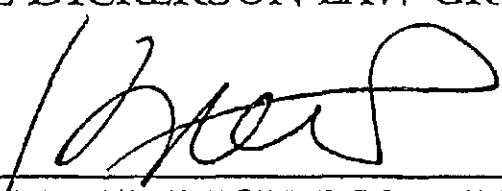
1 IT IS FURTHER ORDERED that this Court shall defer its ruling on the  
2 propriety of any reductions in the gross income which have been deducted by Eric  
3 and/or the ELN Trust prior to payment to Lynita and/or the LSN Trust of one-half  
4 (1/2) of the net income collected by the Lindell Professional Plaza during the period  
5 of time January 1, 2010 through July 31, 2013, and shall review the papers submitted  
6 by the parties concerning this issue, with a ruling on the issue anticipated at the  
7 scheduled October 2, 2013 hearing.

8 DATED this 23<sup>rd</sup> day of September, 2013.

9  
10   
11 DISTRICT COURT JUDGE hg  
FRANK P SULLIVAN


12 Submitted by:

13 THE DICKERSON LAW GROUP

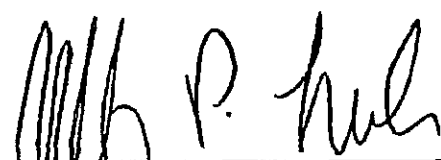
14   
15  
16 ROBERT P. DICKERSON, ESQ.  
Nevada Bar No. 000945  
17 KATHERINE L. PROVOST, ESQ.  
Nevada Bar No. 008414  
18 JOSEF M. KARACSONYI, ESQ.  
Nevada Bar No. 10634  
19 1745 Village Center Circle  
20 Las Vegas, Nevada 89134  
21 Attorneys for Lynita S. Nelson


Approved as to Form and Content:

LAW OFFICE OF RADFORD J.  
SMITH, CHTD.

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

22 Approved as to Form and Content:

23   
24  
25 JEFFREY D. LUSZECK, ESQ.  
Nevada Bar No. 009619  
26 9060 W. Cheyenne Avenue  
Las Vegas, Nevada 89129  
27 Attorneys for ELN Nevada Trust

28  Distribution Trustee of the



# **EXHIBIT 12**

# **EXHIBIT 12**

# SOLOMON DWIGGINS & FREER, LTD.

Attorneys at Law

Mark A. Solomon  
Dana A. Dwiggins  
Alan D. Freer  
Brian K. Steadman

Cheyenne West Professional Centre  
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October 24, 2014

**Via Electronic Mail Only**

Katherine L. Provost, Esq.  
Dickerson Law Group  
1745 Village Center Circle  
Las Vegas, NV 89134

Re: *In the Matter of Eric L. Nelson v. Lynita Sue Nelson*  
Case No. D-411537

Dear Katherine:

Pursuant to your request, a copy of the accounting for the Arnold Property is attached hereto. Please be advised that the accounting for the Silver Slipper Casino is not yet complete as some additional documentation needs to be located. Upon information and belief, some of the necessary documentation was located within the shed on the Lindell Property that Lynita unlawfully removed a couple of weeks ago.

Please allow this letter to serve as our EDCR 5.11 request that Lynita and/or the LSN Trust return any and all property taken from the shed no later than Monday, November 3, 2014. If the property is no longer in the possession of Lynita and/or the LSN Trust, demand is made herewith that the location of the property be provided along with a detailed inventory of the same.

Sincerely,

  
Jeffrey P. Luszeck

Attachment as stated.

cc: Rhonda Forsberg, Esq.  
Client

# EXHIBIT 13

# EXHIBIT 13



SOLOMON DWIGGINS FREER LTD  
TRUST AND ESTATE ATTORNEYS

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November 14, 2014

**Via Electronic Mail Only**


Katherine L. Provost, Esq.  
Dickerson Law Group  
1745 Village Center Circle  
Las Vegas, NV 89134

Re: *In the Matter of Eric L. Nelson v. Lynita Sue Nelson*  
Case No. D-411537

Dear Katherine:

Please be advised that the ELN Trust has not entered into any agreements with Brandon C. Roberts concerning "grazing rights" upon Lynita's Wyoming Property or other use of Lynita's Wyoming Property."

Sincerely,

  
Jeffrey P. Luszeck

cc: Rhonda Forsberg, Esq.  
Client

**L S N TRUST**  
Monthly Income & Expenses by Property  
2014 Third Quarter

RENTAL HOMES								
Property Address	Tenant	Monthly Rental Amount	JULY		AUGUST		SEPTEMBER	
			INCOME	EXPENSES	INCOME	EXPENSES	INCOME	EXPENSES
6213 ANACONDA	DAWN GRAZZANO	1,150	\$ 1,150	\$ 65.07	\$ 1,150	2,062.12	\$ 1,150	\$ 661
4412 BAXTER	VILMA MEYRA	700	700	-	700	162.25	700	\$ 679
6301 CAMBRIA	NESTER HERNANDEZ	800	800	59.15	500	177.75	-	\$ 2,251
	(paid for June and part-July)							
5113 CHURCHILL	DONNA FREEDAIN	900	900	-	900	131.06	900	\$ 102
5317 CLOVER BLOSSOM	KEN & LINDA TRAMMEL	1,000	1,000	-	1,000	237.58	1,000	\$ 570
4133 COMPASS ROSE	STEVE & BARBARA MARI	1,000	-	59.15	900	831.45	1,100	\$ 523
	June rent forgiven due to repairs							
4601 CONCORD VILLAGE	VACANT	925	-	4,970.00	-	6,542.97	-	\$ 3,609
6304 GUADALUPE	JOSE & LIBORIA LAINEZ	800	800	35.00	800	4,228.94	850	\$ 774
							-	
1301 HEATHER RIDGE	LANCE & STACY LIU	700	700	-	700	348.55	700	\$ 170
4820 MARNELL	KIRK BRASWELL	800	800	-	800	97.71	800	\$ 593
1608 RUSTY RIDGE LN	SAM & PAMELA DAVIS	750	900	-	900	575.75	900	\$ 403
4612 SAWYER	ROBERTO MEZA	800	800	-	800	493.53	800	\$ 559
3301 TERRA BELLA DR	ANA MARTINEZ	1,000	1,000	-	1,000	215.84	1,000	\$ 609
<b>TOTAL RENTS</b>		<b>11,325.00</b>	<b>9,550.00</b>	<b>5,188.37</b>	<b>10,150.00</b>	<b>16,105.50</b>	<b>9,900.00</b>	<b>11,401.38</b>
<b>GROSS INCOME</b>	<b>HOMES</b>		<b>\$ 9,550.00</b>		<b>\$ 10,150.00</b>		<b>\$ 9,900.00</b>	
<b>TOTAL EXPENSES</b>			<b>(5,188.37)</b>		<b>(16,105.50)</b>		<b>(11,401.38)</b>	
<b>NET INCOME</b>			<b>4,361.63</b>		<b>(5,955.50)</b>		<b>(1,501.38)</b>	

3611 LINDELL PROPERTY								
Property Address	Tenant	Monthly Rental Amount	JULY		AUGUST		SEPTEMBER	
			INCOME	EXPENSES	INCOME	EXPENSES	INCOME	EXPENSES
GENERAL BUILDING			N/A	3,580.59		3,110.51		\$ 4,334
UNIT 101		1,600.00	1,600.00	164.36	1,600.00	75.00	1,600.00	\$ -
UNIT 102		800.00	800.00	-	800.00	-	800.00	\$ -
UNIT 103		800.00	800.00	-	800.00	-	800.00	\$ -
UNIT 104		1,200.00	1,200.00	1,550.00	1,200.00	-	1,200.00	-
UNIT 105	incl in #104	0						
UNIT 106		700.00	700.00	-	700.00	-	700.00	\$ -
UNIT 107		2,700.00	2,700.00	-	2,750.00	6.14	2,700.00	\$ 3,773
UNIT 108	incl in #107	-						
UNIT 201				-		850.00		\$ -
UNIT 202								
<b>TOTAL RENTS</b>		<b>\$ 7,800.00</b>	<b>\$ 7,800.00</b>	<b>\$ 5,294.95</b>	<b>7,850.00</b>	<b>\$ 4,040.65</b>	<b>\$ 7,800.00</b>	<b>\$ 8,106.80</b>
<b>GROSS INCOME</b>	<b>LINDELL</b>	<b>\$ 7,800.00</b>	<b>\$ 7,800.00</b>		<b>\$ 7,850.00</b>		<b>\$ 7,800.00</b>	
<b>TOTAL EXPENSES</b>				<b>(5,294.95)</b>		<b>(4,040.65)</b>		<b>(19,508.18)</b>
<b>NET INCOME</b>			<b>\$ 2,505.05</b>		<b>\$ 3,809.35</b>		<b>\$ (11,708.18)</b>	

COMBINED			
GROSS INCOME	\$ 17,350.00	\$ 18,000.00	\$ 17,700.00
TOTAL EXPENSES	(\$10,483.32)	(20,146.15)	(19,508.18)
NET INCOME	\$ 6,866.68	\$ (2,146.15)	\$ (1,808.18)

Combined Net Income \$ 2,912.35

**LSN NEVADA TRUST**  
**RENTAL PROPERTIES CONSOLIDATED**  
**Profit & Loss Summary**  
For the Period From July 1, 2014 to September 30, 2014

**INCOME**

---

RENTAL INCOME	\$ 53,050
TOTAL INCOME	<u>\$ 53,050</u>

**EXPENSES**

---

property tax	5,294.09
repairs & maint.	30,236.39
sewer	2,622.30
pest control	35.00
HOA fees	617.50
insurance	8,835.00
legal	405.44
power	288.18
water	297.33
gas	31.26
garbage	1,153.61
misc.	<u>321.55</u>
TOTAL EXPENSES	<u>50,137.65</u>
NET INCOME	<u><u>\$ 2,912.35</u></u>

\* (ebitda)

*\*earnings before interest, taxes, depreciation, amortization*

8:22 PM

10/22/14

Accrual Basis

**ANACONDA**  
**Profit & Loss Detail**  
 July through September 2014

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
<b>Ordinary Income/Expense</b>									
<b>Income</b>									
<b>RENTAL INCOME</b>									
Deposit	07/01/2014		LSN TRUST	Deposit	RENTAL...		NSB ANACO...	1,150.00	1,150.00
Deposit	08/01/2014		LSN TRUST	Deposit			NSB ANACO...	1,150.00	2,300.00
Deposit	09/01/2014		LSN TRUST	Deposit			NSB ANACO...	1,150.00	3,450.00
Total RENTAL INCOME								3,450.00	3,450.00
Total Income								3,450.00	3,450.00
<b>Expense</b>									
<b>GARBAGE</b>									
Check	09/15/2014		REPUBLIC SERVI...				NSB ANACO...	42.63	42.63
Total GARBAGE								42.63	42.63
<b>Insurance Expense</b>									
Check	09/15/2014		AN PAC				NSB ANACO...	618.00	618.00
Total Insurance Expense								618.00	618.00
<b>PROPERTY TAX</b>									
Check	09/15/2014		CLARK COUNTY T...				NSB ANACO...	239.43	239.43
Total PROPERTY TAX								239.43	239.43
<b>Repairs and Maintenance</b>									
Check	09/15/2014		HOME DEPOT				NSB ANACO...	152.69	152.69
Check	09/15/2014		MARTIN JIMINEZ				NSB ANACO...	1,670.00	1,822.69
Total Repairs and Maintenance								1,822.69	1,822.69
<b>SEWER</b>									
Check	07/15/2014		CITY OF LAS VEG...				NSB ANACO...	65.07	65.07
Total SEWER								65.07	65.07
Total Expense								2,787.82	2,787.82
Net Ordinary Income								662.18	662.18
<b>Net Income</b>								<b>662.18</b>	<b>662.18</b>

8:25 PM  
10/22/14  
Accrual Basis

**BAXTER**  
**Profit & Loss Detail**  
July through September 2014

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
<b>Ordinary Income/Expense</b>									
<b>Income</b>									
<b>RENTAL INCOME</b>									
Deposit	07/01/2014		BAXTER	Deposit			NSB BAXTER	700.00	700.00
Deposit	08/01/2014		BAXTER	Deposit			NSB BAXTER	700.00	1,400.00
Deposit	09/01/2014		BAXTER	Deposit			NSB BAXTER	700.00	2,100.00
Total RENTAL INCOME								2,100.00	2,100.00
Total Income								2,100.00	2,100.00
<b>Expense</b>									
<b>GARBAGE</b>									
Check	09/15/2014	44	REPUBLIC SERVI...				NSB BAXTER	42.63	42.63
Total GARBAGE								42.63	42.63
<b>Insurance Expense</b>									
Check	09/15/2014	3	AN PAC				NSB BAXTER	536.00	536.00
Total Insurance Expense								536.00	536.00
<b>PROPERTY TAX</b>									
Check	08/15/2014	1	CLARK COUNTY T...				NSB BAXTER	103.10	103.10
Total PROPERTY TAX								103.10	103.10
<b>SEWER</b>									
Check	08/15/2014	22	CITY OF LAS VEG...				NSB BAXTER	59.15	59.15
Total SEWER								59.15	59.15
Total Expense								740.88	740.88
Net Ordinary Income								1,359.12	1,359.12
<b>Net Income</b>								<b>1,359.12</b>	<b>1,359.12</b>



8:27 PM

10/22/14

Accrual Basis

**CAMBRIA**  
**Profit & Loss Detail**  
 July through September 2014

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>Ordinary Income/Expense</b>								
<b>Income</b>								
<b>RENTAL INCOME</b>								
Deposit	07/01/2014		LSN TRUST	Deposit		NSB CAMBRIA	800.00	800.00
Deposit	08/15/2014		LSN TRUST	Deposit		NSB CAMBRIA	500.00	1,300.00
Total RENTAL INCOME							1,300.00	1,300.00
Total Income							1,300.00	1,300.00
<b>Expense</b>								
<b>EVICION SERVICES</b>								
Check	08/15/2014		N M I EVICTION S...			NSB CAMBRIA	45.00	45.00
Check	09/15/2014		N M I EVICTION S...			NSB CAMBRIA	202.00	247.00
Check	09/15/2014		Martin Jimenez	supervision a...		NSB CAMBRIA	150.00	397.00
Total EVICTION SERVICES							397.00	397.00
<b>GARBAGE</b>								
Check	09/15/2014		REPUBLIC SERVI...			NSB CAMBRIA	42.63	42.63
Total GARBAGE							42.63	42.63
<b>Insurance Expense</b>								
Check	09/15/2014		AN PAC			NSB CAMBRIA	551.00	551.00
Total Insurance Expense							551.00	551.00
<b>Postage and Delivery</b>								
Check	09/01/2014		US POST OFFICE			NSB CAMBRIA	3.30	3.30
Total Postage and Delivery							3.30	3.30
<b>PROPERTY TAX</b>								
Check	08/15/2014		CLARK COUNTY T...			NSB CAMBRIA	132.75	132.75
Total PROPERTY TAX							132.75	132.75
<b>Repairs and Maintenance</b>								
Check	09/15/2014		SMART & FINAL	cleaning sup...		NSB CAMBRIA	112.11	112.11
Check	09/15/2014		Martin Jimenez	locks		NSB CAMBRIA	140.00	252.11
Check	09/16/2014		Martin Jimenez	rock removal;...		NSB CAMBRIA	1,050.00	1,302.11
Total Repairs and Maintenance							1,302.11	1,302.11
<b>SEWER</b>								
Check	07/16/2014		CITY OF LAS VEG...			NSB CAMBRIA	59.15	59.15
Total SEWER							59.15	59.15
Total Expense							2,487.94	2,487.94
Net Ordinary Income							-1,187.94	-1,187.94
Net Income							-1,187.94	-1,187.94

10:18 AM

10/22/14

Accrual Basis

**CHURCHILL**  
**Profit & Loss Detail**  
 July through September 2014

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>Ordinary Income/Expense</b>								
<b>Income</b>								
<b>RENTAL INCOME</b>								
Deposit	07/01/2014		LSN TRUST	Deposit		NSB CHURC...	900.00	900.00
Deposit	08/01/2014		LSN TRUST	Deposit		NSB CHURC...	900.00	1,800.00
Deposit	09/01/2014		LSN TRUST	Deposit		NSB CHURC...	900.00	2,700.00
Total RENTAL INCOME							2,700.00	2,700.00
Total Income							2,700.00	2,700.00
<b>Expense</b>								
<b>GARBAGE</b>								
Check	09/15/2014		REPUBLIC SERVI...			NSB CHURC...	42.63	42.63
Total GARBAGE							42.63	42.63
<b>PROPERTY TAX</b>								
Check	08/15/2014		CLARK COUNTY T...			NSB CHURC...	131.06	131.06
Total PROPERTY TAX							131.06	131.06
<b>SEWER</b>								
Check	08/15/2014		CITY OF LAS VEG...			NSB CHURC...	59.15	59.15
Total SEWER							59.15	59.15
Total Expense							232.84	232.84
Net Ordinary Income							2,467.16	2,467.16
Net Income							2,467.16	2,467.16

8:36 PM

10/22/14

Accrual Basis

**CLOVER BLOSSOM**  
**Profit & Loss Detail**  
 July through September 2014

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>Ordinary Income/Expense</b>								
<b>Income</b>								
<b>RENTAL INCOME</b>								
Deposit	07/01/2014		LSN TRUST	Deposit		NSB CLOVER...	1,000.00	1,000.00
Deposit	08/01/2014		LSN TRUST	Deposit		NSB CLOVER...	1,000.00	2,000.00
Deposit	09/01/2014		LSN TRUST	Deposit		NSB CLOVER...	1,000.00	3,000.00
Total RENTAL INCOME							3,000.00	3,000.00
Total Income							3,000.00	3,000.00
<b>Expense</b>								
<b>HOA</b>								
Check	09/15/2014		HOA			NSB CLOVER...	60.50	60.50
Check	09/15/2014		HOA #2			NSB CLOVER...	55.00	115.50
Total HOA							115.50	115.50
<b>Insurance Expense</b>								
Check	09/15/2014		AN PAC			NSB CLOVER...	454.00	454.00
Total Insurance Expense							454.00	454.00
<b>PROPERTY TAX</b>								
Check	08/15/2014		CLARK COUNTY T...			NSB CLOVER...	237.58	237.58
Total PROPERTY TAX							237.58	237.58
Total Expense							807.08	807.08
Net Ordinary Income							2,192.92	2,192.92
<b>Net Income</b>							<b>2,192.92</b>	<b>2,192.92</b>

10:30 AM  
10/22/14  
Accrual Basis

**COMPASS ROSE**  
**Profit & Loss Detail**  
July through September 2014

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>Ordinary Income/Expense</b>								
<b>Income</b>								
<b>RENTAL INCOME</b>								
Deposit	08/01/2014		LSN TRUST	Deposit		NSB COMPA...	900.00	900.00
Deposit	09/01/2014		LSN TRUST	Deposit		NSB COMPA...	1,100.00	2,000.00
Total RENTAL INCOME							2,000.00	2,000.00
Total Income							2,000.00	2,000.00
<b>Expense</b>								
<b>Insurance Expense</b>								
Check	09/15/2014		AN PAC			NSB COMPA...	523.00	523.00
Total Insurance Expense							523.00	523.00
<b>PROPERTY TAX</b>								
Check	08/15/2014		CLARK COUNTY T...			NSB COMPA...	206.45	206.45
Total PROPERTY TAX							206.45	206.45
<b>Repairs and Maintenance</b>								
Check	08/15/2014		L V VETS GARAG...			NSB COMPA...	625.00	625.00
Total Repairs and Maintenance							625.00	625.00
<b>SEWER</b>								
Check	07/15/2014		CITY OF LAS VEG...			NSB COMPA...	59.15	59.15
Total SEWER							59.15	59.15
Total Expense							1,413.60	1,413.60
Net Ordinary Income							586.40	586.40
<b>Net Income</b>							<b>586.40</b>	<b>586.40</b>

10:36 AM  
10/22/14  
Accrual Basis

**CONCORD VILLAGE**  
**Profit & Loss Detail**  
June through September 2014

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>Ordinary Income/Expense</b>								
<b>Expense</b>								
<b>GARBAGE</b>								
Check	08/15/2014		REPUBLIC SERVI...			NSB CONCO...	14.21	14.21
Total GARBAGE							14.21	14.21
<b>PROPERTY TAX</b>								
Check	07/15/2014		CLARK COUNTY T...			NSB CONCO...	159.18	159.18
Total PROPERTY TAX							159.18	159.18
<b>Repairs and Maintenance</b>								
Check	06/16/2014		MARTIN JIMINEZ			NSB CONCO...	4,970.00	4,970.00
Check	07/15/2014		MARTIN JIMINEZ	DOOR LOCKS		NSB CONCO...	120.00	5,090.00
Check	08/15/2014		MARTIN JIMINEZ			NSB CONCO...	5,708.00	10,798.00
Check	08/15/2014		SMART & FINAL	CLEANING		NSB CONCO...	116.87	10,914.87
Check	08/15/2014		LOWE'S			NSB CONCO...	43.22	10,958.09
Check	08/15/2014		HOME DEPOT			NSB CONCO...	350.23	11,308.32
Check	09/15/2014		HOME CARPET	CARPET		NSB CONCO...	2,280.69	13,589.01
Check	09/15/2014		SANTOS			NSB CONCO...	250.00	13,839.01
Check	09/15/2014		MARTIN JIMINEZ			NSB CONCO...	840.00	14,679.01
Total Repairs and Maintenance							14,679.01	14,679.01
<b>SEWER</b>								
Check	09/15/2014		CITY OF LAS VEG...			NSB CONCO...	59.15	59.15
Total SEWER							59.15	59.15
<b>Utilities</b>								
<b>GAS</b>								
Check	08/15/2014		SOUTHWEST GAS			NSB CONCO...	31.26	31.26
Total GAS							31.26	31.26
<b>POWER</b>								
Check	09/15/2014		NV ENERGY			NSB CONCO...	179.18	179.18
Total POWER							179.18	179.18
Total Utilities							210.44	210.44
Total Expense							15,121.99	15,121.99
Net Ordinary Income							-15,121.99	-15,121.99
Net Income							-15,121.99	-15,121.99

10:41 AM  
10/22/14  
Accrual Basis

**GUADALUPE**  
**Profit & Loss Detail**  
July through September 2014

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>Ordinary Income/Expense</b>								
<b>Income</b>								
<b>RENTAL INCOME</b>								
Deposit	07/01/2014		LSN TRUST	Deposit		NSB GUADLU...	800.00	800.00
Deposit	08/15/2014		LSN TRUST	Deposit		NSB GUADLU...	800.00	1,600.00
Deposit	09/01/2014		LSN TRUST	Deposit		NSB GUADLU...	850.00	2,450.00
Total RENTAL INCOME							2,450.00	2,450.00
Total Income							2,450.00	2,450.00
<b>Expense</b>								
<b>Insurance Expense</b>								
Check	09/15/2014	1	AN PAC			NSB GUADLU...	590.00	590.00
Total Insurance Expense							590.00	590.00
<b>PEST CONTROL</b>								
Check	07/16/2014		CHASENATOR			NSB GUADLU...	35.00	35.00
Total PEST CONTROL							35.00	35.00
<b>PROPERTY TAX</b>								
Check	09/17/2014		CLARK COUNTY T...			NSB GUADLU...	143.94	143.94
Total PROPERTY TAX							143.94	143.94
<b>Repairs and Maintenance</b>								
Check	08/14/2014		MARTIN JIMINEZ	INTERIOR		NSB GUADLU...	2,285.00	2,285.00
Check	08/14/2014		MARTIN JIMINEZ	INTERIOR		NSB GUADLU...	1,800.00	4,085.00
Check	09/17/2014		MARTIN JIMINEZ			NSB GUADLU...	125.00	4,210.00
Total Repairs and Maintenance							4,210.00	4,210.00
<b>SEWER</b>								
Check	09/15/2014		CITY OF LAS VEG...			NSB GUADLU...	59.15	59.15
Total SEWER							59.15	59.15
Total Expense							5,038.09	5,038.09
Net Ordinary Income							-2,588.09	-2,588.09
<b>Net Income</b>							<b>-2,588.09</b>	<b>-2,588.09</b>

10:46 AM  
10/22/14  
Accrual Basis

**HEATHER RIDGE**  
**Profit & Loss Detail**  
July through September 2014

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>Ordinary Income/Expense</b>								
<b>Income</b>								
<b>RENTAL INCOME</b>								
Deposit	07/01/2014		LSN TRUST	Deposit		NSB HEATHE...	700.00	700.00
Deposit	08/01/2014		LSN TRUST	Deposit		NSB HEATHE...	700.00	1,400.00
Deposit	09/01/2014		LSN TRUST	Deposit		NSB HEATHE...	700.00	2,100.00
Total RENTAL INCOME							2,100.00	2,100.00
Total Income							2,100.00	2,100.00
<b>Expense</b>								
<b>PROPERTY TAX</b>								
Check	09/01/2014		CLARK COUNTY T...			NSB HEATHE...	348.55	348.55
Total PROPERTY TAX							348.55	348.55
<b>Repairs and Maintenance</b>								
Check	09/16/2014		MARTIN JIMINEZ	replace garb...		NSB HEATHE...	170.00	170.00
Total Repairs and Maintenance							170.00	170.00
Total Expense							518.55	518.55
Net Ordinary Income							1,581.45	1,581.45
Net Income							1,581.45	1,581.45

8:33 PM  
10/22/14  
Accrual Basis

**MARNELL**  
**Profit & Loss Detail**  
**July through September 2014**

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>Ordinary Income/Expense</b>								
<b>Income</b>								
<b>RENTAL INCOME</b>								
Deposit	07/01/2014		LSN TRUST	Deposit		NSB MARNELL	800.00	800.00
Deposit	08/01/2014		LSN TRUST	Deposit		NSB MARNELL	800.00	1,600.00
Deposit	09/01/2014		LSN TRUST	Deposit		NSB MARNELL	800.00	2,400.00
Total RENTAL INCOME							2,400.00	2,400.00
Total Income							2,400.00	2,400.00
<b>Expense</b>								
<b>Insurance Expense</b>								
Check	09/15/2014		AN PAC			NSB MARNELL	593.00	593.00
Total Insurance Expense							593.00	593.00
<b>PROPERTY TAX</b>								
Check	08/15/2014		CLARK COUNTY T...			NSB MARNELL	97.71	97.71
Total PROPERTY TAX							97.71	97.71
Total Expense							690.71	690.71
Net Ordinary Income							1,709.29	1,709.29
<b>Net Income</b>							<b>1,709.29</b>	<b>1,709.29</b>



11:09 AM  
10/22/14  
Accrual Basis

**RUSTY RIDGE**  
**Profit & Loss Detail**  
July through September 2014

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>Ordinary Income/Expense</b>								
<b>Income</b>								
<b>RENTAL INCOME</b>								
Deposit	07/01/2014		LSN TRUST	Deposit		NSB RUSTY ...	900.00	900.00
Deposit	08/01/2014		LSN TRUST	Deposit		NSB RUSTY ...	900.00	1,800.00
Deposit	09/01/2014		LSN TRUST	Deposit		NSB RUSTY ...	900.00	2,700.00
Total RENTAL INCOME							2,700.00	2,700.00
Total Income							2,700.00	2,700.00
<b>Expense</b>								
<b>HOA</b>								
Check	09/01/2014		HOA			NSB RUSTY ...	389.00	389.00
Check	09/15/2014		HOA			NSB RUSTY ...	113.00	502.00
Total HOA							502.00	502.00
<b>PROPERTY TAX</b>								
Check	09/01/2014		CLARK COUNTY T...			NSB RUSTY ...	186.75	186.75
Total PROPERTY TAX							186.75	186.75
<b>Repairs and Maintenance</b>								
Check	09/15/2014		JOSE RODRIQUEZ			NSB RUSTY ...	290.00	290.00
Total Repairs and Maintenance							290.00	290.00
Total Expense							978.75	978.75
Net Ordinary Income							1,721.25	1,721.25
<b>Net Income</b>							<b>1,721.25</b>	<b>1,721.25</b>

11:20 AM  
10/22/14  
Accrual Basis

**SAWYER**  
**Profit & Loss Detail**  
July through September 2014

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>Ordinary Income/Expense</b>								
<b>Income</b>								
<b>RENTAL INCOME</b>								
Deposit	07/01/2014		LSN TRUST	Deposit		NSB SAWYER	800.00	800.00
Deposit	08/01/2014		LSN TRUST	Deposit		NSB SAWYER	800.00	1,600.00
Deposit	09/01/2014		LSN TRUST	Deposit		NSB SAWYER	800.00	2,400.00
Total RENTAL INCOME							2,400.00	2,400.00
Total Income							2,400.00	2,400.00
<b>Expense</b>								
<b>Insurance Expense</b>								
Check	09/23/2014		AN PAC			NSB SAWYER	559.00	559.00
Total Insurance Expense							559.00	559.00
<b>PROPERTY TAX</b>								
Check	08/19/2014		CLARK COUNTY T...			NSB SAWYER	147.93	147.93
Total PROPERTY TAX							147.93	147.93
<b>Repairs and Maintenance</b>								
Check	08/12/2014		HOME DEPOT	BLINDS		NSB SAWYER	286.45	286.45
Total Repairs and Maintenance							286.45	286.45
<b>SEWER</b>								
Check	08/19/2014		CITY OF LAS VEG...			NSB SAWYER	59.15	59.15
Total SEWER							59.15	59.15
Total Expense							1,052.53	1,052.53
Net Ordinary Income							1,347.47	1,347.47
<b>Net Income</b>							<b>1,347.47</b>	<b>1,347.47</b>

11:24 AM  
10/22/14  
Accrual Basis

**TERRA BELLA**  
**Profit & Loss Detail**  
July through September 2014

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>Ordinary Income/Expense</b>								
<b>Income</b>								
<b>RENTAL INCOME</b>								
Deposit	07/01/2014		LSN TRUST	Deposit		NSB TERRA ...	1,000.00	1,000.00
Deposit	08/01/2014		LSN TRUST	Deposit		NSB TERRA ...	1,000.00	2,000.00
Deposit	09/01/2014		LSN TRUST	Deposit		NSB TERRA ...	1,000.00	3,000.00
Total RENTAL INCOME							3,000.00	3,000.00
Total Income							3,000.00	3,000.00
<b>Expense</b>								
<b>GARBAGE</b>								
Check	09/15/2014		REPUBLIC SERVI...			NSB TERRA ...	42.63	42.63
Total GARBAGE							42.63	42.63
<b>Insurance Expense</b>								
Check	09/15/2014		AN PAC			NSB TERRA ...	566.00	566.00
Total Insurance Expense							566.00	566.00
<b>PROPERTY TAX</b>								
Check	08/14/2014		CLARK COUNTY T...			NSB TERRA ...	199.12	199.12
Total PROPERTY TAX							199.12	199.12
<b>SEWER</b>								
Check	08/14/2014		CITY OF FLAS VE...			NSB TERRA ...	16.72	16.72
Total SEWER							16.72	16.72
Total Expense							824.47	824.47
Net Ordinary Income							2,175.53	2,175.53
<b>Net Income</b>							<b>2,175.53</b>	<b>2,175.53</b>

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Accrual Basis

**LINDELL GENERAL BLDG**  
**Profit & Loss Detail**  
July through September 2014

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>Ordinary Income/Expense</b>								
<b>Expense</b>								
<b>ELEVATOR</b>								
Check	07/15/2014		OTIS??	REP/MAINT		NSB LINDELL...	121.55	121.55
Total ELEVATOR							121.55	121.55
<b>GARBAGE</b>								
Check	07/15/2014		REPUBLIC SERVI...			NSB LINDELL...	926.25	926.25
Total GARBAGE							926.25	926.25
<b>Insurance Expense</b>								
Check	09/15/2014	1	LIBERTY MUTUAL			NSB LINDELL...	3,845.00	3,845.00
Total Insurance Expense							3,845.00	3,845.00
<b>PROPERTY TAX</b>								
Check	08/15/2014		CLARK COUNTY T...			NSB LINDELL...	2,960.54	2,960.54
Total PROPERTY TAX							2,960.54	2,960.54
<b>Repairs and Maintenance</b>								
Check	08/15/2014		HOME DEPOT	CLEANING S...		NSB LINDELL...	149.97	149.97
Check	08/15/2014		MARTIN JIMINEZ	CEILING TILE		NSB LINDELL...	300.00	449.97
Check	09/15/2014		JOSE SANTOS	?		NSB LINDELL...	160.00	609.97
Check	09/29/2014		HOME DEPOT			NSB LINDELL...	19.82	629.79
Total Repairs and Maintenance							629.79	629.79
<b>SEWER</b>								
Check	07/16/2014		CLARK COUNTY R...			NSB LINDELL...	2,126.46	2,126.46
Total SEWER							2,126.46	2,126.46
<b>Small Tools and Equipment</b>								
Check	09/29/2014		HARBOR FREIGHT			NSB LINDELL...	2.99	2.99
Check	09/29/2014		HARBOR FREIGHT	LIGHT BULBS		NSB LINDELL...	5.98	8.97
Total Small Tools and Equipment							8.97	8.97
<b>Utilities</b>								
<b>NV ENERGY</b>								
Check	07/16/2014		NV ENERGY			NSB LINDELL...	109.00	109.00
Total NV ENERGY							109.00	109.00

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Accrual Basis

**LINDELL GENERAL BLDG**  
**Profit & Loss Detail**  
July through September 2014

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>WATER</b>								
Check	07/16/2014		LAS VEGAS VALL...			NSB LINDELL...	297.33	297.33
Total WATER							297.33	297.33
Total Utilities							406.33	406.33
Total Expense							11,024.89	11,024.89
Net Ordinary Income							-11,024.89	-11,024.89
Net Income							-11,024.89	-11,024.89

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10/22/14

Accrual Basis

**LINDELL #101, #102 & #103**  
**Profit & Loss Detail**  
 July through September 2014

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
<b>Ordinary Income/Expense</b>									
<b>Income</b>									
<b>RENTAL INCOME</b>									
<b>LINDELL BLDG RENTS</b>									
<b>101 rents</b>									
Deposit	07/01/2014		LSN TRUST - REN...	Deposit	REAL E...		NSB LINDEL...	1,600.00	1,600.00
Deposit	08/01/2014		LSN TRUST - REN...	Deposit			NSB LINDEL...	1,600.00	3,200.00
Deposit	09/01/2014		LSN TRUST - REN...	Deposit			NSB LINDEL...	1,600.00	4,800.00
Total 101 rents								4,800.00	4,800.00
<b>102 rents</b>									
Deposit	07/01/2014		LSN TRUST - REN...	Deposit	REAL E...		NSB LINDEL...	800.00	800.00
Deposit	08/01/2014		LSN TRUST - REN...	Deposit			NSB LINDEL...	800.00	1,600.00
Deposit	09/01/2014		LSN TRUST - REN...	Deposit			NSB LINDEL...	800.00	2,400.00
Total 102 rents								2,400.00	2,400.00
<b>103 rents</b>									
Deposit	07/01/2014		LSN TRUST - REN...	Deposit			NSB LINDEL...	800.00	800.00
Deposit	08/01/2014		LSN TRUST - REN...	Deposit			NSB LINDEL...	800.00	1,600.00
Deposit	09/01/2014		LSN TRUST - REN...	Deposit			NSB LINDEL...	800.00	2,400.00
Total 103 rents								2,400.00	2,400.00
Total LINDELL BLDG RENTS								9,600.00	9,600.00
Total RENTAL INCOME								9,600.00	9,600.00
Total Income								9,600.00	9,600.00
<b>Expense</b>									
<b>67200 - Repairs and Maintenance</b>									
<b>101</b>									
Check	07/15/2014		MARTIN JIMINEZ	UNIT 101 FA...	REAL E...		NSB LINDEL...	164.36	164.36
Check	07/15/2014		MARTIN JIMINEZ	UNIT 101 TO...	REAL E...		NSB LINDEL...	75.00	239.36
Total 101								239.36	239.36
Total 67200 - Repairs and Maintenance								239.36	239.36
Total Expense								239.36	239.36
Net Ordinary Income								9,360.64	9,360.64
<b>Net Income</b>								<b>9,360.64</b>	<b>9,360.64</b>

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10/23/14

Accrual Basis

**LINDELL #104 & 105**  
**Profit & Loss Detail**  
 July through September 2014

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>Ordinary Income/Expense</b>								
<b>Income</b>								
<b>RENTAL INCOME</b>								
Deposit	07/01/2014		LSN TRUST	Deposit		NSB LINDELL...	1,200.00	1,200.00
Deposit	08/01/2014		LSN TRUST	Deposit		NSB LINDELL...	1,200.00	2,400.00
Deposit	09/01/2014		LSN TRUST	Deposit		NSB LINDELL...	1,200.00	3,600.00
Total RENTAL INCOME							3,600.00	3,600.00
Total Income							3,600.00	3,600.00
Gross Profit							3,600.00	3,600.00
<b>Expense</b>								
<b>Repairs and Maintenance</b>								
Check	07/15/2014		MARTIN JIMINEZ	CEILING TILE		NSB LINDELL...	350.00	350.00
Check	07/16/2014		MARTIN JIMINEZ	FAN MOTOR		NSB LINDELL...	250.00	600.00
Check	08/12/2014		MARTIN JIMINEZ	ROOF REPAIR		NSB LINDELL...	950.00	1,550.00
Total Repairs and Maintenance							1,550.00	1,550.00
Total Expense							1,550.00	1,550.00
Net Ordinary Income							2,050.00	2,050.00
Net Income							2,050.00	2,050.00

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Accrual Basis

**LINDELL #106**  
**Profit & Loss Detail**  
July through September 2014

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Ordinary Income/Expense								
Income								
RENTAL INCOME								
Deposit	07/01/2014		LSN TRUST	Deposit		NSB LINDELL...	700.00	700.00
Deposit	08/01/2014		LSN TRUST	Deposit		NSB LINDELL...	700.00	1,400.00
Deposit	09/01/2014		LSN TRUST	Deposit		NSB LINDELL...	700.00	2,100.00
Total RENTAL INCOME							2,100.00	2,100.00
Total Income							2,100.00	2,100.00
Net Ordinary Income							2,100.00	2,100.00
Net Income							2,100.00	2,100.00



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Accrual Basis

**LINDELL #107 & 108**  
**Profit & Loss Detail**  
**July through September 2014**

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>Ordinary Income/Expense</b>								
<b>Income</b>								
<b>RENTAL INCOME</b>								
Deposit	07/01/2014		LSN TRUST	Deposit		NSB LINDELL...	2,700.00	2,700.00
Deposit	08/01/2014		LSN TRUST	Deposit		NSB LINDELL...	2,750.00	5,450.00
Deposit	09/01/2014		LSN TRUST	Deposit		NSB LINDELL...	2,700.00	8,150.00
Total RENTAL INCOME							8,150.00	8,150.00
Total Income							8,150.00	8,150.00
<b>Expense</b>								
<b>FIRE PROTECTION</b>								
Check	09/15/2014		CUSTOM FIRE PR...	EXTINGUIS...		NSB LINDELL...	67.15	67.15
Check	09/15/2014		CUSTOM FIRE PR...	EXTINGUIS...		NSB LINDELL...	67.14	134.29
Total FIRE PROTECTION							134.29	134.29
<b>Postage and Delivery</b>								
Check	08/13/2014		US POST OFFICE	EVICTIO N...		NSB LINDELL...	5.14	5.14
Total Postage and Delivery							5.14	5.14
<b>Repairs and Maintenance</b>								
Check	09/29/2014		CS CONTRACTING	code violatio...		NSB LINDELL...	3,638.72	3,638.72
Total Repairs and Maintenance							3,638.72	3,638.72
Total Expense							3,778.15	3,778.15
Net Ordinary Income							4,371.85	4,371.85
<b>Net Income</b>							<b>4,371.85</b>	<b>4,371.85</b>

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Accrual Basis

**LINDELL #201**  
**Profit & Loss Detail**  
July through September 2014

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>Ordinary Income/Expense</b>								
<b>Expense</b>								
<b>Repairs and Maintenance</b>								
Check	08/15/2014		MARTIN JIMINEZ	REMOVE GA...		NSB LINDELL...	200.00	200.00
Check	08/15/2014		MARTIN JIMINEZ	PATIO		NSB LINDELL...	650.00	850.00
Total Repairs and Maintenance							850.00	850.00
Total Expense							850.00	850.00
Net Ordinary Income							-850.00	-850.00
Net Income							-850.00	-850.00

# EXHIBIT 4

# EXHIBIT 4

# SOLOMON DWIGGINS & FREER, LTD.

Attorneys at Law

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Dana A. Dwiggin  
Alan D. Freer  
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*Of Counsel*  
Steven E. Hollingworth

**Direct Dial: (702) 589-3511**  
[jluszeck@sdfnvlaw.com](mailto:jluszeck@sdfnvlaw.com)

September 19, 2014

**Via Electronic Mail Only**

Katherine L. Provost, Esq.  
Dickerson Law Group  
1745 Village Center Circle  
Las Vegas, NV 89134

Re: *In the Matter of Eric L. Nelson v. Lynita Sue Nelson*  
Case No. D-411537

Dear Katherine:

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

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

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

Katherine L. Provost, Esq.  
September 19, 2014  
Page 2

seeks to double dip on the Court's award. We also believe that the payment of the proceeds from the sale of the Roseridge property is also enjoined.

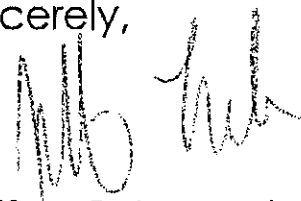
Notwithstanding the foregoing, the ELN Trust is agreeable to execute transfer documents for the Promissory Note and Deed of Trust for Farmouth Circle once received from your office; however, it does not agree to make any additional payments to you for the Farmouth Circle or Roseridge Avenue property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

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

In regards to your September 16, 2014, correspondence wherein you requested the transfer of \$6,050.00 in security deposits related to the Banone, LLC properties which were transferred to the LSN Trust, be advised that such security deposits will be transferred to the LSN Trust, although the ELN Trust may be unable to comply with your unilateral deadline.

On a final note, the June 14, 2014, Order requires Lynita to provide quarterly accountings. Demand is made herewith that Lynita deliver to this office the quarterly accounting by the end of the month.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jeffrey P. Luszeck", written over a horizontal line.

Jeffrey P. Luszeck

JPL/sg

cc: Rhonda Forsberg, Esq.  
Client

# EXHIBIT 5

# EXHIBIT 5

  
CLERK OF THE COURT

1 ORDR  
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 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 Defendant/Counterclaimant  
13 LYNITA SUE NELSON

14 DISTRICT COURT  
15 FAMILY DIVISION  
16 CLARK COUNTY, NEVADA

17 ERIC L. NELSON,  
18 Plaintiff/Counterdefendant,  
19 v.  
20 LYNITA SUE NELSON,  
21 Defendant/Counterclaimant.

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

22 ORDER

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

1 CAUSE AND COUNTERMOTION FOR CONTEMPT and relatedly Case T-11-  
2 131443, with ROBERT P. DICKERSON, ESQ., of THE DICKERSON LAW GROUP,  
3 appearing on behalf of Defendant, LYNITA NELSON, and Defendant being present;  
4 and DAVID A. STEPHENS, ESQ., of STEPHENS, GOURLEY & BYWATER, P.C.,  
5 appearing on behalf of Plaintiff, ERIC NELSON, and Plaintiff being present; and the  
6 Court having reviewed the pleadings and papers on file herein, and having heard the  
7 arguments of counsel and the parties, and good cause appearing, issues the following  
8 orders:

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

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

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

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

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

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



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

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

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

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

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

23 ...

24 ...

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26 ...

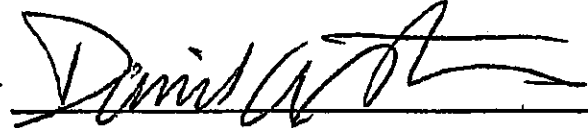
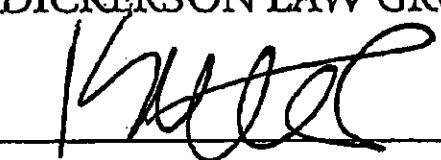
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28 ...

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

4 DATED this 6 day of June, 2011.

5  
6   
DISTRICT COURT JUDGE FRANK P. SULLIVAN

7 Approved as to Form and Content: Submitted by:  
8 STEPHENS GOURLEY & BYWATER THE DICKERSON LAW GROUP  
9  
10 By  By   
11 DAVID A. STEPHENS, ESQ. ROBERT P. DICKERSON, ESQ.  
12 Nevada Bar No. 000902 Nevada Bar No. 000945  
13 3636 N. Rancho Drive KATHERINE L. PROVOST, ESQ.  
14 Las Vegas, Nevada 89130 Nevada Bar No. 008414  
15 Attorneys for Plaintiff 1745 Village Center Circle  
16 Las Vegas, Nevada 89134  
17 Attorneys for Defendant  
18  
19  
20  
21  
22  
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26  
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28

# EXHIBIT 6

# EXHIBIT 6

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 1745 Village Center Circle  
8 Las Vegas, Nevada 89134  
9 Telephone: (702) 388-8600  
10 Facsimile: (702) 388-0210  
11 Email: info@dickersonlawgroup.com

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CLERK OF THE COURT

12 Attorneys for Defendant/Counterclaimant  
13 LYNITA SUE NELSON

14 DISTRICT COURT  
15 FAMILY DIVISION

16 CLARK COUNTY, NEVADA

17 ERIC L. NELSON,

18 Plaintiff/Counterdefendant,

19 v.

20 LYNITA SUE NELSON,

21 Defendant/Counterclaimant.

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

22 ORDER

23 This matter coming on for hearing on Defendant's Ex Parte Motion for Order  
24 Requiring all Payments to be Made to Plaintiff or any of Plaintiff's Business Entities  
25 from Silver Slipper Casino Venture, LLC to be Paid to Plaintiff's Counsel and Held in  
26 Counsel's Trust Account Until Further Order of the Court and for Related Relief on  
27 this 26<sup>th</sup> day of July, 2011; and KATHERINE L. PROVOST, ESQ., of THE  
28 DICKERSON LAW GROUP, appearing on behalf of Defendant, LYNITA NELSON  
("Lynita"), who was not present; and DAVID A. STEPHENS, ESQ., of STEPHENS,  
GOURLEY & BYWATER, P.C., and JAMES J. JIMMERSON, ESQ., of JIMMERSON

1 HANSEN, P.C., appearing on behalf of Plaintiff, ERIC L. NELSON ("Eric"), who was  
2 present; and the Court having reviewed the papers on file herein, and having heard the  
3 arguments of counsel, and good cause appearing,

4 IT IS HEREBY ORDERED ADJUDGED and DECREED that Plaintiff's Ex  
5 Parte request for an Order requiring all payments to be made to Plaintiff and/or any of  
6 Plaintiff's business entities from the Silver Slipper Casino Venture, LLC, specifically  
7 including but not necessarily limited to all monthly rent payments for use of the RV  
8 park adjoining the Silver Slipper casino and all monthly management fees, to be paid  
9 directly to Defendant's counsel, David Stephens, Esq., and held by Defendant's counsel  
10 in an interest bearing trust account, until further order of this Court, is DENIED.

11 IT IS FURTHER ORDERED that the Court's appointed forensic accountant,  
12 LARRY BERTSCH ("Mr. Bertsch"), is to prepare a specific monthly accounting of all  
13 monies received by Eric or any of Eric's business entities from the Silver Slipper casino,  
14 specifically inclusive, but not necessarily limited to all monthly rent payments for use  
15 of the RV park adjoining the Silver Slipper casino and all monthly management fees,  
16 inclusive of any use of such monies by Eric, with a copy of this report to be provided  
17 to the Court.

18 IT IS FURTHER ORDERED that Mr. Bertsch shall have the authority to  
19 determine how any income received from the Silver Slipper casino should be used and  
20 distributed and whether a request to use such monies is being made for a legitimate  
21 purpose. Specifically, he may authorize Eric to continue to hold 100% of these funds  
22 and use them to pay legitimate expenses, including litigation expenses; he may  
23 determine and direct that this source of community income should be divided between  
24 the parties, as a form of temporary support, to be used by each party to pay his or her  
25 individual expenses; he may determine and direct that this source of income be used  
26 to pay any other legitimate expense incurred during this litigation, inclusive of his  
27 professional fees ongoing in this matter; or he may make any other determination his  
28 ...

1 expertise deems appropriate as to how any income received from the Silver Slipper  
2 casino should be utilized and distributed.

3 IT IS FURTHER ORDERED that Mr. Bertsch shall report to the Court at the  
4 August 24, 2011 return hearing his determinations concerning the income received  
5 from the Silver Slipper casino.

6 IT IS FURTHER ORDERED that as a part of his liquidation plan, at his  
7 discretion, Mr. Bertsch shall have the authority to direct that an independent appraisal  
8 be performed for any and all property involved in this litigation, inclusive of Eric's  
9 Bella Kathryn residence. Mr. Bertsch shall report to the Court at the August 24, 2011  
10 return hearing his plan for liquidation and valuation of all assets.

11 IT IS FURTHER ORDERED that counsel shall discuss Eric's requests to the  
12 Court during today's hearing, inclusive of his request to access the monies presently  
13 held in Mr. Stephen's attorney trust account to pay Mr. Bertsch and to allow direct  
14 communication with the minor children concerning child related events. The Court  
15 is not inclined to enter orders on either matter absent an agreement between counsel.

16 DATED this 4 day of August, 2010.

17

18

19

DISTRICT COURT JUDGE

FRANK P. SULLIVAN

20

Approved as to Form and Content:

Submitted by:

21

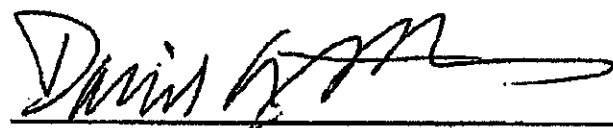
STEPHENS GOURLEY & BYWATER

THE DICKERSON LAW GROUP

22

23

By



24 DAVID A. STEPHENS, ESQ.  
25 Nevada Bar No. 000902  
26 3636 N. Rancho Drive  
27 Las Vegas, Nevada 89130  
28 Attorneys for Plaintiff

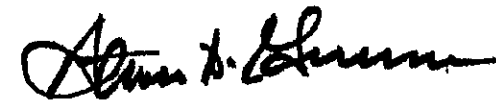
By



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

# EXHIBIT 7

# EXHIBIT 7



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 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 Defendant/Counterclaimant  
13 LYNITA SUE NELSON

14 DISTRICT COURT  
15 FAMILY DIVISION

16 CLARK COUNTY, NEVADA

17 ERIC L. NELSON,

18 Plaintiff/Counterdefendant,

19 v.

20 LYNITA SUE NELSON,

21 Defendant/Counterclaimant.

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

22 ORDER

23 This matter coming on for hearing on Defendant's Motion for Payment of  
24 Attorneys and Professional Fees, Determination that Defendant May Retain the  
25 Entirety of the 2005 Income Tax Refund for a Community Payment Toward  
26 Defendant's Attorneys Fees and Related Relief and for a Status Check on the issuance  
27 of reports from the Court's appointed forensic accountants on this 13<sup>th</sup> day of July,  
28 2011; and ROBERT P. DICKERSON, ESQ., and KATHERINE L. PROVOST, ESQ.,  
of THE DICKERSON LAW GROUP, appearing on behalf of Defendant, LYNITA  
NELSON, and Defendant being present; and DAVID A. STEPHENS, ESQ., of



1 STEPHENS, GOURLEY & BYWATER, P.C., and JAMES J. JIMMERSON, ESQ., of  
2 JIMMERSON HANSEN, P.C., appearing on behalf of Plaintiff, and Plaintiff being  
3 present; and the Court having reviewed the pleadings and papers on file herein, and the  
4 arguments of counsel, and good cause appearing,

5 THE COURT FINDS that the case needs to move forward with the intent to  
6 complete this divorce before the end of this year. To that avail, appraisals are to be  
7 performed and assets are to be liquidated.

8 THE COURT FURTHER FINDS that based upon the information provided to  
9 the Court in Mr. Bertsch's initial reports, subject to reconsideration should additional  
10 information become available which might require reconsideration of this Court's  
11 initial inclination, there may be a spousal support award entered, with the Court's  
12 initial consideration being to make this a lump sum payment due at the time of  
13 divorce, from Plaintiff, ERIC NELSON, to Defendant, LYNTIA NELSON.

14 IT IS HEREBY ORDERED ADJUDGED and DECREED that Mr. Bertsch is to  
15 complete the remainder of his forensic account reports and submit same to the Court.  
16 Mr. Bertsch is to speak with all parties and obtain the necessary information from all  
17 parties to address any unresolved issues related to his reports.

18 IT IS FURTHER ORDERED that Mr. Bertsch is to prepare a monthly income  
19 and disbursement accounting and submit same to the Court.

20 IT IS FURTHER ORDERED that Mr. Bertsch is to prepare a plan for  
21 liquidation and valuation of assets and is to trace all disbursements to family members  
22 and submit an updated report to the Court.

23 IT IS FURTHER ORDERED that Plaintiff, ERIC NELSON, is to pay the  
24 balance owed to Mr. Dickerson and Ms. Attanasio, for the attorneys fees and  
25 professional fees incurred for the June 1, 2011 mediation, in full by the close of  
26 business on July 31, 2011.

27 ...

28 ...

1 IT IS FURTHER ORDERED that Plaintiff, ERIC NELSON, is to pay to The  
2 Dickerson Law Group the sum of \$5,000.00, as and for an additional attorneys fees  
3 award for today's Motion, in full by the close of business on July 31, 2011.

4 IT IS FURTHER ORDERED that Defendant, LYNITA NELSON, is awarded  
5 the entirety of the 2005 tax refund in the amount of \$30,741.05 and Plaintiff, ERIC  
6 NELSON, is to endorse the check and return it to Defendant.

7 IT IS FURTHER ORDERED that there will be an independent appraisal  
8 performed to value the Lindell property, and if the parties' cannot agree, to value the  
9 Palmyra property.

10 IT IS FURTHER ORDERED that Plaintiff, ERIC NELSON, is to pay the  
11 balance of \$12,780.00 to the Las Vegas Day School for the minor child's (Carli  
12 Nelson) tuition, in full by the close of business on July 14, 2011.

13 IT IS FURTHER ORDERED that Plaintiff, ERIC NELSON, shall continue to  
14 pay all fees required by Mr. Bertsch to continue his work in this case, subject to offset  
15 at a later date for community expenses.

16 IT IS FURTHER ORDERED that the retainer which has already been paid by  
17 Plaintiff, ERIC NELSON, to Mr. Bertsch shall be released to Mr. Bertsch for payment  
18 for current fees for services already performed in this case. No fee application is  
19 necessary.

20 IF IS FURTHER ORDERED that Mr. Jimmerson's Motion to Withdraw  
21 presently set for August 4, 2011 is re-set to August 3, 2011 at 1:30 p.m.


22 IT IS FURTHER ORDERED that Plaintiff's Motion to Join Necessary Party,  
23 *et al.*, presently set for July 26, 2011 at 10:00 a.m. is VACATED as the parties have  
24 reached a stipulation which resolves the issues raised by Plaintiff's motion. Counsel  
25 to prepare and submit a separate Stipulation and Order.

26 IT IS FURTHER ORDERED that Plaintiff's Motion to Amend Findings of Fact  
27 and Conclusions of Law, *et al.*, presently set for July 21, 2011 at 10:00 a.m. is re-set to  
28 July 26, 2011 at 9:00 a.m.

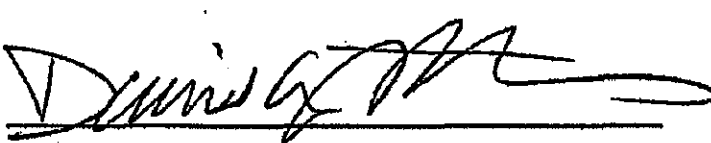
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IT IS FURTHER ORDERED that this case is set for a STATUS CHECK for  
follow-up on Mr. Bertsch's reports on August 24, 2011 at 1:30 p.m.

DATED this 4 day of August, 2010.

  
DISTRICT COURT JUDGE FRANK P. SULLIVAN

Approved as to Form and Content:      Submitted by:  
STEPHENS GOURLEY & BYWATER      THE DICKERSON LAW GROUP

By   
DAVID A. STEPHENS, ESQ.  
Nevada Bar No. 000902  
3636 N. Rancho Drive  
Las Vegas, Nevada 89130  
Attorneys for Plaintiff

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

# EXHIBIT 8

# EXHIBIT 8

RECEIVED  
12/27/11

**NOTC**

Larry L. Bertsch, CPA, CFF  
Nicholas S. Miller, CFE  
LARRY L. BERTSCH, CPA & ASSOCIATES  
265 East Warm Springs Rd., Suite 104  
Las Vegas, Nevada 89119  
Telephone: (702) 471-7223  
Facsimile: (702) 471-7225

*Forensic Accountants*

**DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA**

ERIC L. NELSON,

Plaintiff,

v.

LYNITA SUE NELSON,

Defendant.

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

**NOTICE OF FILING CORRECTED  
ASSET SCHEDULE BY OWNERSHIP**

Larry L. Bertsch, CPA, CFF, and Nicholas S. Miller, CFE, of the accounting firm of LARRY L. BERTSCH, CPA & ASSOCIATES, file the attached Corrected Asset Schedule by Ownership to correct the copy provided in open Court at the hearing on October 11, 2011. A copy of the corrected asset schedule is attached as **Exhibit "A."**

DATED this 23 day of December, 2011.

**LARRY L. BERTSCH CPA & ASSOCIATES**



Larry L. Bertsch, CPA, CFF  
Nicholas S. Miller, CFE  
265 East Warm Springs Rd., Suite 104  
Las Vegas, Nevada 89119

*Forensic Accountants*

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**CERTIFICATE OF SERVICE**

I certify that on the 23<sup>rd</sup> day of December, 2011, I mailed a copy of the foregoing **NOTICE OF FILING CORRECTED ASSET SCHEDULE BY OWNERSHIP** to the following at their last known address, by depositing the same in the United States mail in Las Vegas, Nevada, first class postage prepaid and addressed as follows:

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

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

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

  
An employee of Larry L. Bertsch, CPA & Associates

# EXHIBIT A

<b>Eric Nelson</b>				
		Approximate Cash	1,159,769	As of 3/31/2011
	Trust	AZ-29 Gateway Lots	139,500	Agreed Earlier
		Russell Road Property (65%)	4,000,000	Court Accepted
	Individually	Family Members	35,000	Face Value
		Nikki Cvintavich	200,000	Face Value
	Banone	2911 Bella Kathryn Circle (Residence)	1,602,171	Costs (Appraisal \$925,000)
		17 Nevada Rental Properties	1,184,236	Costs
		21 Arizona Rental Properties	629,221	Costs
		Notes Receivable	720,761	Face Value
	Banone-AZ	8 Properties	284,122	Costs
	Dynasty	Silver Slipper Casino	1,568,000	Settlement
		Mississippi Property (121.23 acres)	607,775	Appraisal
			12,130,555	
	* SEE ATTACHED DISCRIPTION OF LIABILITIES			
<b>Lynita Nelson</b>				
		Approximate Cash	1,071,035	As of 3/31/2011
	Trust	7065 Palmyra (Residence)	725,000	Preliminary Appraisal
		AZ-31 Gateway Lots	139,500	Agreed to Value Earlier
		5913 Pebble Beech (Sisters House)	75,000	Agreed to Value Earlier
		Wyoming - 200 acres	405,000	Appraisal
		830 Arnold Ave. Greenville, Miss	40,000	Agreed to Value Earlier
		Mississippi Property - RV Park	559,042	Appraisal
		Mississippi	870,193	Appraisal
		Grotta 16.67% (25.37 acres)	21,204	Appraisal (\$127,226)
			3,905,974	
<b>Eric and Lynita (Each Trust owns 50%)</b>				
	Trust			
		Brianhead Cabin	985,000	Appraisal
		3611 Lindell (Office Complex)	1,145,000	Appraisal
		Mississippi Property (Emerald Bay)	560,900	Appraisal
			2,690,900	



# EXHIBIT 9

# EXHIBIT 9

1 **NOTC**

Larry L. Bertsch, CPA, CFF

2 Nicholas S. Miller, CFE

LARRY L. BERTSCH, CPA & ASSOCIATES

3 265 East Warm Springs Rd., Suite 104

Las Vegas, Nevada 89119

4 Telephone: (702) 471-7223

Facsimile: (702) 471-7225

5 *Forensic Accountants*

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

9 ERIC L. NELSON,

10 Plaintiff,

11 v.

12 LYNITA SUE NELSON,

13 Defendant.

Case No. D-09-411537-D

Dept. O

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

14  
15 Larry L. Bertsch, CPA, CFF, and Nicholas S. Miller, CFE, of the accounting firm of LARRY  
16 L. BERTSCH, CPA & ASSOCIATES, file the Source and Application of Funds Pursuant to April  
17 10, 2012 Hearing, a copy of which is attached as **Exhibit "1."**

18 DATED this 23 day of April, 2012.

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

20 

21 Larry L. Bertsch, CPA, CFF

22 Nicholas S. Miller, CFE

23 265 East Warm Springs Rd., Suite 104

Las Vegas, Nevada 89119

24 *Forensic Accountants*

**CERTIFICATE OF SERVICE**

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

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

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

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

  
An employee of Larry L. Bertsch, CPA & Associates

# EXHIBIT 1

## **Monthly Source and Application of Funds**

### **Pursuant to April 10, 2012 hearing**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# Exhibit “T”



INCOME / SUPPLY  
within 30 Day  
R.Y.I.

LAST PAGE IS  
CONTACT INFO ON  
Rental Company. <sup>ERIC</sup> Call it <sup>(?)</sup>  
you have

# RENT COLLECTION AGREEMENT

*Copy*

THIS RENT COLLECTION AGREEMENT ("Agreement") is made and entered into this, the 20th day of March, 2009 by and between Eric Nelson Nevada Trust ("Owner") and The McGarrh Agency, Inc., a Mississippi corporation ("Agent"), for a period of 14 months and will automatically renew on the First day of June of each succeeding annual period unless terminated in writing sixty days prior to any anniversary date by either Party. Owner and Agent are sometimes referred to as the "Parties," and "Party" shall mean any of the Parties.

## WITNESSETH:

WHEREAS, Owner, who declares his/herself to have full to or the legal right to contract for the following property:

830 Arnold, Greenville, Ms. 38701

---

---

---

NOW, THEREFORE, in consideration of the agreements, covenants, representations, and warranties of the Parties and subject to the conditions contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

## OWNER AGREES:

1. To grant the Agent the exclusive right to rent and the exclusive right to collect rent for the above referenced property.
2. To pay to the Agent each month for the collection of rents, on the above referenced property, a commission amount to be 10 % of the gross rents collected.
3. To pay to the Agent, at the time of termination/withdrawal of this agreement and for any automatic extensions of this agreement, a commission amount as set forth in item two above for any unexpired lease agreements still in force for any above referenced property.
4. To bear the cost of any and all advertising cost for the above referenced property.
5. To authorize Agent to advertise the above referenced property and to display signs thereon.

6. To authorize Agent to rent the above referenced property to third party tenants and to execute leases on behalf of Owner for a term not to exceed 6 months under terms and conditions deemed by Agent to be in the best interest of the Owner.

7. To authorize Agent to correct/remedy or arrange for third parties to correct/remedy unsafe or unsatisfactory conditions on the premises of the above referenced property which, from time to time, may occur during the term of this agreement. To allow for the accomplishment of this the Owner should select one of the following by placing his/her initials in the proper space.

( ) a. Owner expressly authorizes Agent to correct/remedy such conditions only after first obtaining express permission from Owner. If Owner selects this option, all effort will be made to reach Owner at the address and phone numbers given to Agent. If Owner cannot be contacted or if Owner has not fully corrected the problem or complaint within 72 hours after being notified, Owner hereby authorizes Agent to take such action as deemed necessary by Agent in order to correct/remedy the complaint or problem.

(X) b. Owner expressly authorizes Agent to correct/remedy such conditions without first obtaining express permission from Owner, provided that the anticipated cost of doing this does not exceed \$ 500. If Owner selects this option, all effort will be made to reach Owner at the address and phone numbers given to Agent. If Owner can not be contacted, Owner hereby authorizes Agent to take such action as deemed necessary by Agent, in order to correct/remedy the complaint or problem.

8. To pay for all costs incurred by Agent to correct/remedy such conditions listed in item seven by reductions from rents due Owner or by direct payment to Agent upon written request from Agent. It is expressly understood that Agent assumes no liability or responsibility:

- a. To incur expenses to correct/remedy such conditions under circumstances where Agent does not feel there is sufficient rental income to timely pay such expenses.
- b. To generally maintain the property or for routine maintenance of the above referenced property.
- c. To correct/remedy conditions that develop with respect to the above referenced property which are the result of ordinary wear and tear.

9. To grant unto Agent the discretion in deciding what conditions, pertaining to the above referenced property, should be corrected/remedied; who should be engaged to correct/remedy the conditions; when said conditions should be corrected/remedied; and at what cost the conditions should be corrected/remedied. Only after the showing of clear and convincing evidence, that Agent was guilty of willful and gross negligence, will Agent be considered liable to Owner for acts/omissions resulting from the granting of such discretion.

10. To grant unto Agent the discretion to act at any time a complaint, pertaining to the above referenced property, is filed/brought to the attention of Agent in which the Agent determines there is an emergency/unsafe condition present. The Agent shall act, even at times when Agent is unable to contact Owner, in a way that Agent deems to be in the best interest of the Owner and the tenant/occupant of the property.

11. To pay to Agent a fee for supervision and coordination of repairs or renovation at a rate of 20 % of the gross amount of such repairs or renovations. Agent shall not be liable to Owner or to any other party for failure to make repairs or renovations, or for the manner in which subject repairs or renovations may be performed.

12. To inspect with reasonable frequency, or to cause a third party at Owner's sole expense to inspect, the property subject to this agreement to determine what repairs/renovations are necessary to keep/maintain said property in a condition which is safe, rentable, and in compliance with all laws, ordinances, and codes of the Federal, State, Local Governments, and Authorities that may now or any time in the future have jurisdiction or may be given jurisdiction over this property.

13. That if any of the above referenced property for any reason, including but not limited to normal wear and tear, deteriorates to a condition not safe/tenable/rentable, it shall be, at the discretion of the Agent, removed from this agreement. Owner further agrees that if Owner has made the economic judgment to allow such deterioration to occur, as an alternative to spending Owner's funds to prevent such deterioration, the Owner shall be liable for a commission amount to Agent for the balance of this agreement as stated in item two.

14. To notify Agent immediately in writing upon the sale or any other change in the ownership of the above referenced property.

15. To accept the total responsibility for obtaining property and casualty insurance, paying the premium for any and all insurance premiums when due, to pay any and all taxes and or special assessments, and any and all mortgages or other debt payments when due on any and all above referenced property.

16. To reimburse Agent for any and all costs associated with the placing of a tenant in a court system of proper jurisdiction to collect rents or charges due or to evict or remove a tenant connected with any of the above referenced property.

#### **AGENT AGREES;**

1. To furnish the full service of it's organization to secure a qualified tenant for the above referenced property.
2. To collect rents due or to become due and to give a receipt thereof.
3. To render statements or receipts for charges and expenses, a record of any and all rents collected, a monthly statement reconciling theses items and a net check representing all activity conducted on behalf of Owner for the applicable period. All documents due Owner shall be mailed on the first day of each month for the activity of the prior month.
4. To notify Owner in writing ninety days prior to renewal of any changes to this Agreement.

#### **LATE FEES;**

1. The amount of any and all late fees shall be determined by Agent.
2. Any and all late fees collected shall be retained by and unure to the benefit of the Agent.

#### **SECURITY DEPOSITS;**

1. The amount of any and all security deposits shall be determined by Agent.
2. Any and all security deposits collected shall be held by Agent and Agent will determine when and to whom any security deposit will be disbursed.

#### **INDEMNIFICATION BY OWNER;**

Owner agrees that it shall indemnify and hold harmless Agent, its officers, directors, Employees and/or shareholders against and in respect to:

- (a) Any and all damage or deficiency resulting from any misrepresentation, breach of warranty or non fulfillment of any agreement on the part of Owner under this Agreement.
- (b) Any and all actions, suits, proceedings, demands, assessments, judgments, costs and legal or other expenses reasonably incident to any of the foregoing.

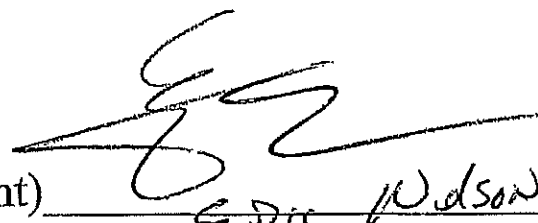
**BINDING EFFECTS;**

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto, their respective successors, assigns, their legal and/or personal representatives, heirs, administrators and executors.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be Executed effective as of the day and year first above written.

The McGarrh Agency, Inc., a Mississippi Corporation. AGENT

By: \_\_\_\_\_  
Eston H. McGarrh, Jr., President

OWNER(print) \_\_\_\_\_  
 Edric Wilson sign ☒

OWNER(print) \_\_\_\_\_ sign \_\_\_\_\_

**OWNER/PROPERTY INFORMATION**

OWNER: \_\_\_\_\_

SS#/TAX ID: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE # : (home) \_\_\_\_\_ (work) \_\_\_\_\_

(cell) \_\_\_\_\_ (fax) \_\_\_\_\_

EMERGENCY CONTACT: (name) \_\_\_\_\_

(phone) \_\_\_\_\_

Property(to be managed): Address \_\_\_\_\_  
Type: single family( ) apt./duplex( ) other ( )  
Bedrooms \_\_\_\_\_, Baths \_\_\_\_\_,  
Type Heat \_\_\_\_\_, Type Cooling \_\_\_\_\_  
Stove/type \_\_\_\_\_, Refrigerator \_\_\_\_\_  
Utilities furnished \_\_\_\_\_  
Washing Machine Con. \_\_\_\_\_, Dryer Con \_\_\_\_\_,  
All Other \_\_\_\_\_  
\_\_\_\_\_

Property(to be managed): Address \_\_\_\_\_  
Type: single family( ) apt./duplex ( ) other ( )  
Bedrooms \_\_\_\_\_ Baths \_\_\_\_\_  
Type Heat \_\_\_\_\_, Type Cooling \_\_\_\_\_  
Stove/type \_\_\_\_\_, Refrigerator \_\_\_\_\_  
Utilities furnished \_\_\_\_\_  
Washing Machine Con. \_\_\_\_\_, Dryer Con. \_\_\_\_\_  
All Other \_\_\_\_\_  
\_\_\_\_\_

# The McGarrh Agency, Inc.

527 Highway 82 East

Greenville, MS 38701

Phone 662-335-4592

March 20, 2009

Eric Nelson Nevada Trust  
3611 S. Lindell # 201  
La Vegas, NV 89103

Dear Mr. Nelson ,

Thank you for the opportunity to collect the rent on your property.

Enclosed is a "Rent Collection Agreement" we need you to execute and return to this office as soon as possible in order to update our records, you should keep a copy for yourself. Paragraph seven on page two requires you to choose either option "a" or "b" by placing your initials by your choice. If your choice is " b", you will need to fill in the blank with an appropriate amount. Also there is an Owner's Information page we need you to fill out.

If you have any further questions, please contact our office.

Sincerely,

Eston H. McGarrh, Jr.  
REALTOR ,Broker



# Exhibit “U”

## Katherine Provost

---

**From:** Lynita Nelson [sunnysidelscn@gmail.com]  
**Sent:** Saturday, October 18, 2014 2:41 AM  
**To:** Je'Nell Blum; Katherine Provost  
**Cc:** Bob Dickerson; Josef Karacsonyi; Shari Aidukas  
**Subject:** Fwd: 830 Arnold Accounting  
**Attachments:** ATT00001.htm; arnold acctng.pdf

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

---

From: [ericnelson59@gmail.com](mailto:ericnelson59@gmail.com)  
Date: Thu, 16 Oct 2014 13:45:27 -0700

Subject: Fwd: 830 Arnold Accounting  
To: [tiggywinkle55@hotmail.com](mailto:tiggywinkle55@hotmail.com)

Begin forwarded message:

**From:** "Rochelle McGowan" <[rmcgowan@enlvcorp.com](mailto:rmcgowan@enlvcorp.com)>  
**Date:** October 15, 2014 at 3:34:57 PM PDT  
**To:** "Jeffrey P. Luszeck" <[jluszeck@sdfnvlaw.com](mailto:jluszeck@sdfnvlaw.com)>  
**Cc:** "Eric Nelson" <[ericnelson59@gmail.com](mailto:ericnelson59@gmail.com)>  
**Subject:** 830 Arnold Accounting

Jeff,

Eric wanted me to forward you the accounting on 830 Arnold Avenue.

Thanks.

**Rochelle McGowan** | Corporate Offices | Nelson & Associates | 3611 S. Lindell Road, Ste 201, Las Vegas, Nevada 89103  
| tel [702.362.3030](tel:702.362.3030) Ext. 4 | fax: [702.227.0075](tel:702.227.0075) |

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--  
Lynita

live.laugh.dance.sing.love

Income Statement  
830 Arnold  
For the Period Jun 3, 2013 Ending September 30, 2014

Jun 3, 2013 - Sept 30, 2014

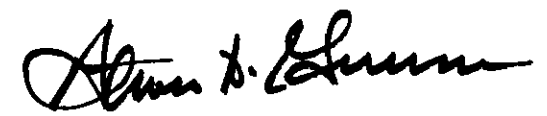
Revenues	
R/I 830 Arnold-MS	<u>\$ 8,000.00</u>
Total Revenues	<u>8,000.00</u>
Gross Profit	<u>8,000.00</u>
Expenses	
Mgmt Fee @ \$100 per month	1600.00
830 Arnold Expenses	<u>5,362.28</u>
Total Expenses	<u>6,962.28</u>
Net Income	<u>\$ 1,037.72</u>

**General Ledger**  
**For the Period From Jun 1, 2013 to Sept 30, 2014**

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
<b>Account Description</b>							
42000	6/1/13			Beginning Balance			
R/J 830 Arnold-MS	7/1/13			Beginning Balance			
Rental Income	8/1/13			Beginning Balance			
	8/30/13	McGarrah	GEN	Arnold Income - August		500.00	
	8/30/13	McGarrah	GEN	Arnold Income July		500.00	
	8/30/13	McGarrah	GEN	Arnold Income June		500.00	
	10/7/13	062287	CRJ	McGarrah Agency, Inc. - rent arnold		500.00	
	11/12/13	62580	CRJ	McGarrah Agency, Inc. - arnold income		500.00	
	1/2/14	Arnold nov	GEN	Arnold income nov		500.00	
	1/30/14	63106	CRJ	McGarrah Agency, Inc. - Arnold rent dec		500.00	
	2/13/14	63396	CRJ	McGarrah Agency, Inc. - arnold rent		500.00	
	3/6/14	63668	CRJ	McGarrah Agency, Inc. - Arnold rent feb		500.00	
	3/27/14	63947	CRJ	McGarrah Agency, Inc. - rent arnold		500.00	
	4/30/14	064207	CRJ	McGarrah Agency, Inc. - Arnold Rent		500.00	
	5/7/14	5-7	CRJ	McGarrah Agency, Inc. - arnold rent		500.00	
	6/10/14	064469	CRJ	McGarrah Agency, Inc. - arnold income		500.00	
	7/30/14	064764	CRJ	McGarrah Agency, Inc. - arnold income		500.00	
	8/22/14	065082	CRJ	McGarrah Agency, Inc. - rent		500.00	
	9/18/14	065361	CRJ	McGarrah Agency, Inc. - Arnold Rent		500.00	
	9/30/14			Ending Balance			8,000.00

**General Ledger**  
**For the Period From Jun 1, 2013 to Sept 30, 2014**

Account ID	Date	Reference Jnl	Trans Description	Debit Amt	Credit Amt	Balance
42006	6/1/13		Beginning Balance			
830 Arnold Expenses	7/1/13		Beginning Balance			
	8/1/13		Beginning Balance			
	8/30/13	McGarrah	GEN Arnold Mgt fee - August	50.00		
	8/30/13	McGarrah	GEN Expenses Arnold	116.05		
	8/30/13	McGarrah	GEN Arnold Expenses June	1,283.95		
	8/30/13	McGarrah	GEN Arnold mgmt fee - July	50.00		
	10/7/13	062287	CRJ McGarrh Agency, Inc. - mgmt fee	50.00		
	10/7/13	062287	CRJ McGarrh Agency, Inc. - repairs	31.76		
	10/7/13	062287	CRJ McGarrh Agency, Inc. - repairs	76.45		
	11/12/13	62580	CRJ McGarrh Agency, Inc. - repairs & mgmt fee	460.26		
	12/16/13	Property T	GEN Arnold Property Taxes pd to Patricia Lee Chancery Cleri	1,815.37		
	1/2/14	Arnold nov	GEN Repairs paid by mgmt co	450.00		
	1/2/14	Arnold nov	GEN mgmt fee	50.00		
	1/30/14	63106	CRJ McGarrh Agency, Inc. - mgmt fee	50.00		
	1/30/14	63106	CRJ McGarrh Agency, Inc. - repairs	60.73		
	1/30/14	63106	CRJ McGarrh Agency, Inc. - repairs from prev statement	367.71		
	2/13/14	63396	CRJ McGarrh Agency, Inc. - mgmt fee	50.00		
	3/6/14	63668	CRJ McGarrh Agency, Inc. - mgmt fee	50.00		
	3/27/14	63947	CRJ McGarrh Agency, Inc. - mgmt fee	50.00		
	4/30/14	064207	CRJ McGarrh Agency, Inc. - mgmt fee	50.00		
	5/7/14	5-7	CRJ McGarrh Agency, Inc. Mgmt fee	50.00		
	6/10/14	064469	CRJ McGarrh Agency, Inc. - mgmt fee	50.00		
	7/30/14	064764	CRJ McGarrh Agency, Inc. - mgmt fee	50.00		
	8/22/14	065082	CRJ McGarrh Agency, Inc. - mgmt fee	50.00		
	9/18/14	065361	CRJ McGarrh Agency, Inc. - mgmt fee	50.00		
	9/30/14		Ending Balance			5,362.28



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 Matt Klabacka, Distribution  
Trustee of the ERIC L. NELSON NEVADA  
TRUST dated May 30, 2001*

**DISTRICT COURT**

**COUNTY OF CLARK, NEVADA**

ERIC L. NELSON,

Plaintiff

vs.

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

Defendants.

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

Cross-claimant,

vs.

LYNITA SUE NELSON,

Cross-defendant.

Case No.: D411537

Dept.: O

9060 WEST CHEYENNE AVENUE  
LAS VEGAS, NEVADA 89129  
TELEPHONE (702) 853-5483  
FACSIMILE (702) 853-5485  
WWW.SDFNVLAW.COM

SOLOMON  
DWIGGINS & FREER  
TRUST AND ESTATE ATTORNEYS





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

**I. INTRODUCTION AND STATEMENT OF FACTS**

Here we go again. Instead of waiting until the appeal is disposed of, Lynita is forcing the Parties to incur tens of thousands of dollars in attorneys' fees and costs to address issues already resolved, barred or which were previously stayed by this Court pending resolution by the Nevada Supreme Court. Specifically, Lynita demands that the ELN Trust execute certain documentation and pay nearly \$800,000 to her and/or the LSN Trust within 48 hours of the January 26, 2015, hearing. The specific payments demanded by Lynita are as follows:

Concord Village security deposit	\$500.00
JB Ramos Note	\$78,000
Farmouth Circle Note	\$8,816.55
Rosieridge Ave Payment	\$63,000
Banone Net Profits	\$96,991.80
Heather Ridge Lane	\$28,800
Rusty Ridge Lane	\$2,700
Lindell	\$41,843.89 + rents for 5/6/09-12/31/09
Lindell Rent 5/6/09-6/30/13	\$80,000 <sup>1</sup>
Lindell Rent 7/1/13-10/30/14	\$48,000 + \$3,200 additional per month
Removal of Gate	\$375
Arnold	\$1,037.72 + rent for 5/6/09-6/3/13
Russell Road	\$26,694.40
Mississippi RV Park	\$272,000 (\$4,000 month 5/6/09-12/31/14) <sup>2</sup>
<b>TOTAL:</b>	<b>\$784,759.36</b>

Not only is Lynita's demand egregious, but prejudicial as this Court ordered the majority, if not all, of the income producing properties to be transferred to Lynita and this Court also ordered the ELN Trust to pay the majority of its cash to the LSN Trust. Consequently, even if it wanted to, the ELN Trust could not comply with Lynita's demands.

<sup>1</sup> This presumes \$500 per month was collected.

<sup>2</sup> This presumes \$4,000 per month was collected.

As will be explained in detail below, the majority of Lynita's demands stem from claims that this Court already disposed in its Divorce Decree which was intended to "equalize" and/or "level off" the Trusts. Granting the relief Lynita requested would give her and/or the LSN Trust a double-dip and economic windfall and would thwart this Court's stated intent. Moreover, even if such claims were not disposed of, Lynita is barred from making the claims because it is too late to address claims that were or should have been resolved in the Divorce Decree.

Finally, there is no reason why the majority, if not all, of the issues identified in the Motion to Enforce must be disposed of at this time as Lynita has substantial income and millions of dollars at her disposal, and all of these issues may be resolved or affected by the pending appeal to the Nevada Supreme Court.

For these reasons, and those set forth below, this Court should deny the Motion to Enforce in its entirety and preclude Lynita from filing further motions until the appeal is disposed of.

## **II. LEGAL ARGUMENT**

### **A. This Court Stayed Any Additional Payments Or Property Transfers.**

Lynita's demand that the ELN Trust turnover rent that it collected, execute certain deeds and make certain lump sum payments disregards the stay previously imposed by this Court. Specifically, on June 4, 2014, this Court made it clear that it was not inclined to dissolve or modify the injunctions previously issued by the Nevada Supreme Court except as specifically set forth in the June 4, 2014, Order:

THE COURT FURTHER FINDS that although it could be argued that the Orders entered by the Nevada Supreme Court permit the Court to distribute all properties in accordance with the Decree of Divorce ("Decree") entered June 3, 2013, the Court is not inclined to dissolve or modify the injunctions previously issued by the Court at this time, except as otherwise specifically set forth below. See Order Regarding Transfer of Property and Injunctions at 3:4-8, previously entered on September 22, 2014, attached hereto as **Exhibit 2**.

The portions of the stay that were lifted were specifically limited to a \$324,000 payment for "lump sum alimony awarded to Lynita in the Decree" from the \$1,068,000 "previously



1 enjoined by the Court at Bank of Nevada.” *See id.* at 3:13-22. The “lump sum represents the  
2 \$20,000 the Court anticipated Lynita would receive from June, 2013, to June, 2014, for a total of  
3 \$240,000, and the remaining \$84,000 represents \$7,000 per month in alimony (awarded in the  
4 Decree as a lump sum) for June, 2014, to June 2015 while this matter continues to be litigated.”  
5 *Id.* The Court further ordered that the “Banone and Lindell properties shall be transferred to the  
6 LSN Trust at this time so she can manage same and receive the rental payments from same. *Id.* at  
7 4:4-13. The aforementioned payments have been made and the properties have been transferred  
8 to the LSN Trust. Further, from July through September 2014 the LSN Trust has collected  
9 \$53,050 for said properties. *See* LSN Trust accounting for July to September 2014, attached  
10 hereto as **Exhibit 3**.

11 Notwithstanding the Court’s specific instruction that the stay would remain in place, on or  
12 around September 16, 2014, Lynita demanded that the ELN Trust execute quitclaim deeds which  
13 she believed were “necessary to effectuate the transfer of the Mississippi Property.” *See* Motion  
14 to Enforce at 45:27-46:2. The ELN Trust responded as follows:

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

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

1 Notwithstanding the foregoing, the ELN Trust is agreeable to execute transfer  
2 documents for the Promissory Note and Deed of Trust for Farmouth Circle once  
3 received from your office; however, it does not agree to make any additional  
4 payments to you for the Farmouth Circle or Roseridge Avenue property pending  
further order of Court. See September 19, 2014, Correspondence, attached hereto  
as **Exhibit 4**.

5 Lynita never responded to such correspondence. In fact, it was not until she filed the  
6 Motion to Enforce that she again demanded payments relating to the Banone and Lindell  
7 properties or that the ELN Trust execute transfer documents. Lynita further accuses the ELN  
8 Trust of wrongdoing because of its refusal to violate said stay. Said argument fails however for  
9 the reasons stated above. In light of the stay imposed, this Court should deny the requested relief  
10 pending resolution of the appeal.

11 **B. If This Court Finds That There Is No Stay In Place, This Matter, Including**  
12 **Lynita's Motion to Enforce, Should Be Stayed Pending Resolution of the**  
**Appeal.**

13 The ELN Trust believes that the relief requested by Lynita was stayed over six months ago  
14 for the reasons stated above. Notwithstanding, in the event that it is mistaken, the ELN Trust  
15 respectfully requests that this Court stay this matter pending resolution of the appeal.

16 As this Court is certainly aware, the ELN Trust filed an appeal on October 20, 2014.  
17 Further, both Eric and Lynita also filed appeals on October 22, 2014, and November 3, 2014,  
18 respectively. The remedies requested in Lynita's Motion to Enforce will unduly complicate this  
19 matter, prejudice the ELN Trust and increase the attorneys' fees and costs on issues that may be  
20 overturned in full, or in part, by the Nevada Supreme Court. For example, and by no means of  
21 limitation, both Lynita and this Court have insinuated that if the Nevada Supreme Court overturns  
22 the Divorce Decree they may/will seek to invalidate the ELN Trust and LSN Trust. If that were  
23 to occur, Lynita would not be entitled to 100% of the funds she seeks to recoup but rather only  
24 50%, thereby requiring her to return 50% of any amounts paid. Further, if the ELN Trust were  
25 forced to pay the LSN Trust for rent that it collected from 2009-2013, then both the ELN Trust

1 and LSN Trust would be forced to amend tax returns. Simply put, ruling on these issues while an  
2 appeal is pending will undoubtedly create a litany of issues thereby increasing attorneys' fees and  
3 wasting valuable judicial resources. Additionally, if this Court entertains the Motion to Enforce,  
4 the ELN Trust is concerned that Lynita will keep chipping away at the Divorce Decree in a  
5 transparent effort to obtain an economic windfall.

6 NRCP 62 authorizes this Court to grant a stay pending appeal. Consequently, the ELN  
7 Trust respectfully requests that this Court stay the instant proceeding, or at the very least the relief  
8 requested in the Motion to Enforce, pending the resolution of the appeal. If the Court is inclined  
9 to rule on the Motion to Enforce the ELN Trust respectfully requests a thirty day stay to afford the  
10 ELN Trust the ability to file a motion to stay pending appeal with the Nevada Supreme Court.  
11 Indeed, NRAP 8(1)(2)(A) specifically provides that the Nevada Supreme Court will not entertain  
12 a motion to stay pending appeal until the appellant is able to show that: (1) "moving first in the  
13 district court would be impracticable;" or (2) the "district court denied the motion or failed to  
14 afford the relief requested..."

15 **C. This Court Has Already Resolved Issues Arising From The Rent Collected**  
16 **Between 2009 through June 2013.**

17 The Motion to Enforce demands that this Court award Lynita funds for the Arnold,  
18 Lindell and Mississippi RV park properties from 2009 through the entry of the Divorce Decree  
19 despite the fact that those issues had to be and/or were fully adjudicated and addressed in this  
20 Court's Divorce Decree. Indeed, as this Court will certainly recall, on or around April 4, 2011,  
21 this Court appointed Special Master, Larry Bertsch to "provide the Court with an accurate  
22 evaluation of the parties' estate." See Order from April 4, 2011 at 2:9-14, entered on June 9,  
23 2011, a copy of which is attached hereto as **Exhibit 5**. See also Order from hearing on July 26,  
24 2011 at 2:11-3:10, entered on August 9, 2011, a copy of which is attached hereto as **Exhibit 6**,  
25



1 and Order from hearing on July 13, 2011 at 2:8-3:10, entered on August 9, 2011, a copy of which  
2 is attached hereto as **Exhibit 7**.

3 Mr. Bertsch did exactly what this Court ordered. As this Court will certainly recall, Mr.  
4 Bertsch drafted at least 16 reports pertaining to assets owned by the ELN Trust and LSN Trust.  
5 In his Notice of Filing Corrected Asset Schedule by Ownership filed on December 21, 2011, Mr.  
6 Bertsch found that the Arnold property, Mississippi property and Wyoming property (200 acres)  
7 were owned and titled in the name of the LSN Trust, and that the LSN Trust owned a 50% interest  
8 in the Lindell property. See Notice of Filing Corrected Asset Scheduled by Ownership, attached  
9 hereto as **Exhibit 8**.

10 Mr. Bertsch additionally confirmed that the ELN Trust, as opposed to the LSN Trust,  
11 collected the rent from such properties (except the Wyoming property)<sup>3</sup> from 2009 through the  
12 entry of the Divorce Decree. Specifically, the Notice of Filing Source and Application of Funds  
13 Pursuant to April 10, 2012, Hearing identifies that from 2009 through April 2012 the ELN Trust  
14 collected \$341,971.35 in rental/interest income from the Lindell property, \$14,235.19 in  
15 rental/interest income from the Arnold property and \$42,793.09 in rental/interest income from the  
16 Mississippi RV park. See Notice of Filing Source and Application of Funds Pursuant to April 10,  
17 2012, Hearing, attached hereto as **Exhibit 9**. The fact that the ELN Trust was collecting the rent  
18 was known by this Court and Lynita. Indeed, as indicated *supra*, in 2011 Lynita unsuccessfully  
19 sought to have such income collected from such properties placed in a blocked account.  
20  
21  
22

<sup>3</sup> Mr. Bertsch did not report any income received from the Wyoming Property. Despite this  
23 fact, Lynita believes that Eric granted "grazing rights" upon the Wyoming property to Brandon C.  
24 Roberts, and demands copies of the purported agreement and payment received from the same. As  
25 Counsel for the Trust advised Ms. Nelson's Counsel on November 14, 2014, the ELN Trust has not  
entered into any agreements with Mr. Roberts concerning "grazing rights" upon the Wyoming  
property. See November 14, 2014, correspondence attached hereto as **Exhibit 13**.

1 Mr. Bertsch's reports were admitted as exhibits at trial and Mr. Bertsch testified at trial  
2 regarding the same. In fact, as evidenced by the Divorce Decree, the Court gave great deference  
3 to Mr. Bertsch findings and opinions.

4 Based upon the evidence submitted at trial, including the reports and testimony of Mr.  
5 Bertsch, the Court decided to "equalize" or "level off" the Trusts because doing so would  
6 "effectuate the parties clear intentions:"

7 THE COURT FURTHER FINDS that while the Court could invalidate the Trusts  
8 based upon Mr. Nelson's testimony as to community nature of the assets held by  
9 each Trust, the breach of his fiduciary duty as a spouse, the breach of his fiduciary  
10 duty as an investment trustee, the lack of Trust formalities, under the principles of  
11 constructive trust, and under the doctrine of unjust enrichment, the Court feels that  
keeping the Trusts intact, while transferring assets between the Trusts to "level off  
the Trusts", would effectuate the parties clear intentions of "supercharging" the  
protection of the assets from creditors while ensuring that the respective values of  
the Trusts remained equal. *See* Divorce Decree at 44:9-17.

12 This Court did in fact level off the Trusts in its Divorce Decree by ordering that  
13 approximately \$4,000,000 worth of assets be transferred from the ELN Trust to the LSN Trust,  
14 *see id.* at 47:2-26, so that the ELN Trust would have approximately \$8,783,487.50 in assets and  
15 the LSN Trust would have approximately \$8,785,988.50 in assets. *See id.*

16 Lynita is fully aware of this Court's "equalization" of the ELN Trust and the LSN Trust,  
17 and that the issues stemming from the rent collected by the ELN Trust from 2009 through June  
18 2013 have thereby been fully adjudicated and resolved. Lynita conceded the same in her Motion  
19 to Amend or Alter Judgment, for Declaratory and Related Relief, which she filed on June 17,  
20 2013, wherein she conceded that the only issue in the division of property that the Court left  
21 "unresolved" pertained to the "existing interest in Wyoming Downs." *See* Motion to Amend at  
22 6:21-22, previously filed on June 17, 2013. Lynita went on to say that the "Motion [was] brought  
23 to ensure clarity of this Court's property division, to allow the parties to begin to effectuate the  
24 transfer of assets as ordered by the Court, and to dispose of the last remaining asset not addressed  
25 by the Decree." *Id.* at 7:26-8:2. Simply put, Lynita conceded that the issues stemming from rent

1 collected by the ELN Trust between 2009 through June 2013 had been adjudicated. Lynita has  
2 not appealed this issue.

3 This fact was also confirmed by this Court on September 9, 2014, in its Notice of Entry of  
4 Order Determining Disposition of Dynasty Development Management, Inc. aka Wyoming  
5 Downs, wherein it stated "that this Order disposes of the last known property to be adjudicated  
6 between the Parties." See Notice of Entry of Order Determining Disposition of Dynasty  
7 Development Management, Inc. aka Wyoming Downs at 6:1-2, previously filed on September 22,  
8 2014, attached hereto as **Exhibit 10**.

9 Indeed, the LSN Trust already received credit for the income recovered by the ELN Trust  
10 prior to the divorce decree by way of the "equalization." If this Court were to order that the ELN  
11 Trust must account and pay for the income collected for the Arnold, Lindell and Mississippi RV  
12 park for the time period 2009 through June 2013, this Court's stated intent will be thwarted and  
13 the LSN Trust will receive an economic windfall by receiving thousands of dollars more than the  
14 ELN Trust.

15 In light of the foregoing, Lynita's demand that the ELN Trust prepare accountings for the  
16 time period 2009 through June 2013 and that the ELN Trust pay the LSN Trust any income  
17 collected for such time periods be denied in its entirety.

18 **D. Nevada Law Precludes Lynita From Re-Litigating Issues That Have, Or**  
19 **Could Have Been Litigated At Trial.**

20 In Nevada, "[n]o proposition of law is more thoroughly settled than that, when issues  
21 between parties to an action have once been tried and finally determined, whether such  
22 determination is erroneous or not, the same questions cannot again be litigated by such parties or  
23 their privies." Kernan v. Kernan, 78 Nev. 93, 94, 369 P.2d 451, 452 (1962). Further, "a  
24 judgment is conclusive not only on the questions actually contested and determined, but on all  
25 matters which might have been litigated and decided in the suit." York v. York, 99 Nev. 491,



1 493, 664 P.2d 967, 968 (1983) (wife made a claim to \$15,000 that could have been litigated in  
2 first divorce action).

3 There is no doubt that Lynita is precluded from seeking the rent collected by the ELN  
4 Trust between 2009 and June 2013. As indicated supra, this Court disposed of such issue in its  
5 Divorce Decree; however, even if this claim was not disposed of, Lynita is still precluded from  
6 re-litigating said claim because she had the opportunity to do so. If this Court entertains Lynita's  
7 claims it will undoubtedly open the floodgates for additional claims that the ELN Trust and/or  
8 LSN Trust may have on issues that may not have been specifically addressed in the Divorce  
9 Decree. For example, what would stop Lynita from seeking additional relief from this Court for  
10 time periods prior to May 2009? The only way to stop Lynita's self-serving actions is to enforce  
11 the Court's stated intent: "equalize" or "level-off" the Trusts.

12 If Lynita believes this Court failed to address the 2009-2013 rent for the Arnold, Lindell  
13 and Mississippi properties, she should have sought the appropriate relief in her Motion to Amend  
14 or Alter Judgment, for Declaratory and Related Relief, which she filed nearly 18 months ago on  
15 June 17, 2013, and/or sought a new trial pursuant to NRCP 59. However, even then, such a  
16 request would have been inappropriate as motions filed under 59(e) may not be used to "relitigate  
17 old matters, or to raise arguments or present evidence that could have been raised prior to the  
18 entry of judgment." *Stevo Design, Inc. v. SBR Mktg. Ltd.*, 919 F. Supp. 2d 1112, 1117 (D. Nev.  
19 2013) (citation omitted). Notwithstanding, because Lynita failed to raise this issue "no later than  
20 10 days after service of written notice of the entry of the judgment," see NRCP 59(b), she is  
21 precluded from raising said issue now.

22 **E. The Payments Requested By Lynita Should Be Placed In A Blocked Account.**

23 The ELN Trust reiterates its request that the Court maintain the stay currently in place  
24 and/or impose a stay on the relief requested by Lynita. If the Court nevertheless intends to  
25 dispose of the issues addressed in the Motion to Enforce, the ELN Trust requests that it order that

1 the money that Lynita contends she is owed be placed in a blocked account at Nevada State Bank.

2 The ELN Trust specifically responds to Lynita's requests as follows:

3 **1. Banone**

4 I. Concord Village Security Deposit

5 Lynita is not entitled to payment of the \$500 deposit as it was returned to the tenant in  
6 exchange for the tenant returning the keys and turning over the property in good condition. As  
7 evidenced by the pictures, the Concord Village property is lower income housing, which was  
8 distressed when purchased. The fact that the Lynita has purportedly "incurred \$14,679.01 in  
9 expenses to repair the Concord Village property" does not mean that the tenant was cause of such  
10 damage/repair, or that the ELN Trust had the ability to withhold said deposit. If Lynita believes  
11 she has claims against the tenant she should address said claims with the tenant directly.

12 II. 2009 Farmouth Circle Note/5704 Roseridge Avenue Payment/JB  
13 Ramos Note

14 A copy of the Farmouth Promissory Note is attached hereto as **Exhibit 14**.

15 The ELN Trust proposes placing the rent collected under the Famouth Circle Note, the JB  
16 Ramos Note and the sale of the Roseridge Avenue property in a blocked account at the Bank of  
17 Nevada.

18 III. Deductions

19 Lynita's position regarding deductions for management administrative wage expense and  
20 maintenance seeks to penalize the ELN Trust for exercising its statutory right file a writ and/or  
21 appeal with the Nevada Supreme Court. Because the Nevada Supreme Court stayed the transfer  
22 of the Banone properties the ELN Trust had a duty to manage and maintain said properties. In  
23 fact, if the ELN Trust had not done so and something had happened to said properties Lynita  
24 would undoubtedly seek to hold the ELN Trust liable.

1 The management and administrative fees charged are reasonable and commensurate with  
2 the fees typically charged for said services. More perplexing however is Lynita's complaints  
3 regarding the maintenance for the 13 Banone properties (Baxter, Cambria, Heather Ridge, Clover  
4 Blossom, Anaconda, Sawyer, Concord Village, Terra Bella, Compass Rose, Guadalupe, Rusty  
5 Ridge, Marnell, Dr. and Churchill). As indicated in the Affidavit of Launce Liu, he worked  
6 approximately 32 hours a day as the maintenance manager of Banone. See **Exhibit 1**, a copy of  
7 which is attached hereto. For example, and by no means of limitation, repairs that Mr. Liu  
8 performed include, but are not limited to:

9 drywall repair, interior and exterior painting, repair or replace broken doors,  
10 change out locks, minor garage door repairs, repair or replace garage door openers,  
11 program garage door openers, minor electrical repairs (replace outlets, replace light  
12 fixtures, etc.), minor plumbing repair (faucet replacement, sink water line leaks,  
13 replaced toilets, clogged drains, etc.), repair or replace roof shingles, minor repairs  
14 to appliances (oven igniter, repair or replace garbage disposal, repair or replace  
15 microwaves, etc.), repair or replace window blinds, landscape repairs (plant trees,  
16 shrubs, throw rock, fix water line damage, etc.), minor stucco repairs, general  
cleaning after move outs, garbage removal from prior tenants, patio repairs, and I  
would access repairs to see if they would need a contractor to fix them. Anytime a  
tenant had a problem I would set up appointment to assess the repairs. If the  
repairs were under \$300 I was authorized to fix the items. If they were over \$300 I  
had to wait for authorization from the office to do the repair or wait for further  
instructions on how to handle the repair.

17 If a repair would require further evaluation I would set up an appointment for  
18 contractor to come out to bid what it would cost to fix the problem. Examples  
19 would be HVAC repairs, water heater repairs, tile roof repairs, leaking roof  
repairs, clogged main drains, carpet or tile replacement, carpet cleaning, washer  
and dryer repair, and advance electrical repairs. I would meet with the contractor  
and relay the cost to the office for authorization to repair the item.

20 I would be available to tenants 24 hours a day. If the repair was an emergency I  
21 would do my best to handle the situation right away and to make the tenant as  
22 comfortable as possible. If the repair was considered minor I would set up an  
appointment to evaluate the issue. *Id.*

23 Mr. Liu would also communicate with Clients regarding rent and eviction.

24 In light of the foregoing, Lynita's request for a deduction should be denied.  
25

1 IV. Payment of Banone Net Profits

2 The ELN Trust proposes placing the gross profit from Banone for the time period June 3,  
3 2013, through present in a blocked account at the Bank of Nevada pending resolution of the  
4 appeal. Further, it should be noted that the ELN Trust inadvertently paid Lynita the security  
5 deposits on the Banone properties twice. Consequently, the ELN Trust requests a credit for such  
6 overpayment.

7 V. Lease for 1301 Heather Ridge Lane

8 Lynita's complaint that she is "saddled with a tenant occupied property" for a three years  
9 is nonsensical as it provides the LSN Trust with a monthly income of \$700 for said property.  
10 Further, Lynita's request for a \$800 per month credit based on her "quick GLVAR search" for  
11 comparable properties is flawed because it relies upon current rental values, not rental values  
12 from March/April 2014. *See* Motion to Enforce at Ex. G. Further, the properties are not  
13 comparable as said properties are all bigger, nicer and include both pool and landscape in the  
14 monthly rent. *See id.* For example, the Grey Hunter, Heather Oaks and Walkingstick Lane  
15 property are 1,976 square feet whereas the Heather Ridge Lane Property is 1799 square feet. *See*  
16 *id.* Further, the Grey Hunter, Splinter Rock and Heather Oaks property include both landscape  
17 and pool service in the rent whereas the tenant for the Heather Ridge Lane maintains the pool and  
18 landscape as part of rent. *See id.* at Exhibit B (Lance Liu "I maintain the pool. I keep it clean and  
19 I keep up with the chemicals."). Additionally, the Heather Ridge Lane property did not include a  
20 garbage disposal, dishwasher, washer and dryer whereas the other properties do (with the  
21 exception of the Splinter Ridge property that does not have a washer and dryer). *See id.* At least  
22 one of the properties, the Walking Stick Lane property, has an "all new interior and all new  
23 appliances." *See id.* Unlike the comparable properties relied upon by Lynita, the Heather Ridge  
24 Lane property was not in pristine conditions.

1 In light of the foregoing, this Court should deny Lynita's request that the ELN Trust pay a  
2 \$800 per month credit.

3 VI. Occupancy of 1608 Rusty Ridge Lane

4 Lynita's contention that Eric's niece occupied the 1608 Rusty Ridge Lane property from  
5 June 2013 – September 2013 is simply not true as she moved in May 2013. Indeed, the General  
6 Ledger for Rusty Ridge indicates that its carpets were cleaned on June 7, 2013, *see* Motion to  
7 Enforce at Ex. B, which occurs after the tenant vacates the premises. As such, Lynita is not  
8 entitled to rental payments for June 2013-September 2013 when the property was vacant.

9 2. **Lindell**

10 The ELN Trust objects to paying any additional income for the time period May 6, 2009  
11 (filing of Complaint) through June 2013, and, in fact, asks that the money that the ELN Trust  
12 previously paid for such time period in the amount of \$32,728.97 be offset against the amount of  
13 income due for the time period June 3, 2013, through present. Interestingly, although Lynita only  
14 initially requested payment of her interest attributable from January 1, 2010, she now seeks to  
15 expand the scope to May 6, 2009, the date the Complaint was filed.

16 Although the deductions for health deductions will be addressed by Eric individually, it  
17 should be noted that Lynita's position regarding this issue is inconsistent with her demand for the  
18 ELN Trust to pay her the income/rent collected from 2009 through present. Specifically, on one  
19 hand Lynita contends that she is not liable for any health/dental insurance deductions prior to July  
20 2013, *see* Motion to Enforce at 30: 13-17, and on the other hand believes the ELN Trust is  
21 somehow obligated to pay any income/rent collected from 2009 through present. Lynita cannot  
22 have it both ways.

23 3. **Arnold**

24 The ELN Trust proposes placing the \$1,037.72 in income collected from the Arnold  
25 property for the time period June 3, 2013, through present in a blocked account at the Bank of

1 Nevada pending resolution of the appeal. The ELN Trust objects to preparing and paying the  
2 income collected between 2009-June 2013 for the reasons stated in Section C *supra*. Specifically,  
3 Mr. Bertsch prepared an accounting which identified the rents collected by the ELN Trust in one  
4 of his reports and was considered by the Court in its Divorce Decree.

#### 5 **4. Russell Road**

6 The ELN Trust proposes placing the LSN Trust's 1/3 interest in income received from  
7 Russell Road in a blocked account at the Bank of Nevada pending resolution of the appeal. The  
8 ELN Trust is not taking the position that Cal Nelson has a 50% interest in Russell Road.

9 The ELN Trust is amenable to provide information pertaining to Russell Road to Lynita.

#### 10 **5. Mississippi RV Park**

11 The ELN Trust proposes placing the income collected from the Mississippi RV Park for  
12 the time period June 3, 2013, through present in a blocked account at the Bank of Nevada pending  
13 resolution of the appeal. The ELN Trust objects to preparing and paying the income collected  
14 between 2009-June 2013 for the reasons stated in Section C *supra*. Specifically, Mr. Bertsch  
15 prepared an accounting which identified the rents collected by the ELN Trust in one of his reports  
16 and was considered by the Court in its Divorce Decree.

17 The ELN Trust adamantly objects to Lynita "re-opening" discovery on a limited basis to  
18 serve a subpoena to obtain certain documentation. The ELN Trust is in the process of locating  
19 and will produce a copy of the "original Lease Agreement between Silver Slipper Casino and Bay  
20 Resorts, LLC as well as any amendments to such agreements." See Motion to Enforce at 41: 9-  
21 11. To be quite frank, the ELN Trust has had problems locating the same because Lynita  
22 unlawfully removed a shed on the Lindell Property that contained documentation pertaining to  
23 Eric and/or the ELN Trust. On October 24, 2014, the ELN Trust demanded the return of  
24 documents contained within the shed; however, to date, Lynita has refused to return the same:  
25

1 Please be advised that the accounting for the Silver Slipper Casino is not yet  
2 complete as some additional documentation needs to be located. Upon information  
3 and belief, some of the necessary documentation was located within the shed on the  
4 Lindell Property that Lynita unlawfully removed a couple of weeks ago.

5 Please allow this letter to serve as our EDCR 5.11 request that Lynita and/or the  
6 LSN Trust return any and all property taken from the shed no later than Monday,  
7 November 3, 2014. If the property is no longer in the possession of Lynita and/or  
8 the LSN Trust, demand is made herewith that the location of the property be  
9 provided along with a detailed inventory of the same. See Correspondence dated  
10 October 24, 2014, attached hereto as **Exhibit 12**.

11 Notwithstanding the foregoing, the ELN Trust is in the process of preparing an accounting  
12 for the time period June 2013 through present. Further, the ELN Trust will produce a copy of the  
13 lease and amendments thereto once located.

#### 14 **6. Mississippi Property Transfer**

15 Lynita's contention that the ELN Trust did not object to the transfer of the Mississippi  
16 property as contemplated by the Divorce Decree is not true as the ELN Trust specifically stated in  
17 its Opposition to Defendant's Motion to Amend or Alter Judgment, for Declaratory and Related  
18 Relief previously filed on July 10, 2014, that it "oppose[d] Lynita's request that the ELN Trust  
19 execute certain Corrected Quitclaim Deeds pending resolution of the writ proceedings and/or  
20 appeal." See Opposition to Defendant's Motion to Amend or Alter Judgment, for Declaratory and  
21 Related Relief at 4:23-25. For the reasons stated above, the ELN Trust believes the transfer of  
22 such property was stayed, and continues to be stayed, pending further order of this Court.

#### 23 **7. Wyoming Property**

24 On November 14, 2014, the ELN Trust advised Lynita's Counsel that it "has not entered  
25 into any agreements with Brandon C. Roberts concerning "grazing rights" upon Lynita's  
26 Wyoming Party." See November 14, 2014, Correspondence, attached hereto as **Exhibit 13**. This  
27 fact was further confirmed by Mr. Bertsch who was unable to identify any income received from  
28 Brandon C. Roberts. Consequently, the ELN Trust requests the relief requested regarding the  
29 Wyoming Property be denied as moot.

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SOLOMON  
DWIGGINS & FREER  
TRUST AND ESTATE ATTORNEYS

**F. Lynita's Request For Attorneys' Fees And Costs In Filing The Motion To Enforce Should Be Denied.**

Lynita is not entitled to attorneys' fees and costs for bringing the instant Motion because the ELN Trust is complying and/or believed it was complying with this Court's June 4, 2014, Order staying the payments and property transfers.

**III. CONCLUSION**

The ELN Trust respectfully requests that this Court deny the Motion to Enforce in its entirety. This Court should maintain the stay that is in place and/or enter a stay pending resolution of the appeal by the Nevada Supreme Court. This Court should additionally find that the relief Lynita seeks is barred by res judicata. In the event this Court believes Lynita is entitled to any of the relief requested, the ELN Trust respectfully requests that any funds be placed in a blocked account.

DATED this 22<sup>nd</sup> day of December, 2014.

SOLOMON DWIGGINS & FREER, LTD.

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 Matt Klabacka, Distribution  
Trustee of the ERIC L. NELSON NEVADA  
TRUST dated May 30, 2001*



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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on December 22, 2014, pursuant to NRCP 5(b)(2)(B), I placed a true and correct copy of the foregoing **ELN TRUST'S OPPOSITION TO DEFENDANT'S MOTION TO ENFORCE THE JUNE 3, 2013 DECREE OF DIVORCE, ADDRESS ISSUES RELATING TO PROPERTY AWARDED TO DEFENDANT IN THE DIVORCE, AND FOR RELATED RELIEF**, in the United States Mail, with first-class postage prepaid, addressed to the following, at their last known address, and, pursuant to EDCR 8.05 (a) and 8.05 (f) and Rule 9 of N.E.F.C.R., caused an electronic copy to be served via Odyssey, to the e-mail addresses noted below:

Robert P. Dickerson, Esq.  
Dickerson Law Group  
1745 Village Center Circle  
Las Vegas, NV 89134  
Attorney for Defendant

Rhonda K. Forsberg, Esq.  
Forsberg Law, Chtd.  
64 N. Pecos Road, Suite 800  
Henderson, NV 89074  
Attorneys for Plaintiff

  
An employee of Solomon Dwiggins & Freer, Ltd.

1 0001

2  
3  
4  
5 DISTRICT COURT  
6 CLARK COUNTY, NEVADA  
7

8 ERIC L. NELSON

9 Plaintiff(s),

CASE NO. D411537

10 -VS-

DEPT. NO. O

11 LYNITA SUE NELSON

12 Defendant(s).

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

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

15 MOTION FOR OPPOSITION TO ENFORCE THE JUNE 3, 2013 DECREE OF  
16 DIVORCE, ADDRESS ISSUES RELATING TO PROPERTY AWARDED TO  
17 DEFENDANT IN THE DIVORCE, AND FOR RELATED RELIEF

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

27 **NOTICE:**

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

**Mark correct answer with an "X."**

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

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

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

Dated this 22<sup>nd</sup> of December, 20014

Jeff Luszec  
Printed Name of Preparer

  
Signature of Preparer

# EXHIBIT 1

# EXHIBIT 1

## GENERAL AFFIDAVIT

STATE OF NEVADA

COUNTY OF CLARK

PERSONALLY came and appeared before me, the undersigned Notary, the within named Lance Liu, who is a resident of Clark County, State of Nevada, and makes this his/her statement and General Affidavit upon oath and affirmation of belief and personal knowledge that the following matters, facts and things set forth are true and correct to the best of her knowledge:

That I, Lance Liu, worked for Banone, LLC located at 3611 S. Lindell Suite 201, Las Vegas, NV and managed the repairs and maintenance for all the properties.

My duties were as follows:

Maintenance Manager  
Monthly Income \$3,000.00  
Hours per week 32  
On call 24 Hours a Day

Job description.

Oversee the provide maintenance and repairs for Banone LLC's residential rental properties and the commercial property at 3611 S.Lindell Ave.

Duties:

As tenants would move out of properties I would assess the work that was necessary to prepare the property for rent. I would discuss the repairs with the Banone office. Any repair that would cost over \$300 had to be authorized by Eric Nelson or the Banone office.

I would complete a lot of the repairs, on my own to include: drywall repair, interior and exterior painting, repair or replace broken doors, change out locks, minor garage door repairs, repair or replace garage door openers, program garage door openers, minor electrical repairs (replace outlets, replace light fixtures, etc.), minor plumbing repair (faucet replacement, sink water line leaks, toilet leaks, replaced toilets, clogged drains, etc.), repair or replace roof shingles, minor repairs to appliances (oven igniter, repair or replace garbage disposal, repair or replace microwaves, etc.), repair or replace window blinds, landscape repairs (plant trees, shrubs, throw rock, fix water line damage, etc.), minor stucco repairs, general cleaning after move outs, garbage removal from prior tenants, patio repairs, and I would assess repairs to see if they would need a contractor to fix them. Anytime a tenant had a problem I would set up appointment to assess the repairs. If the repairs were under \$300 I was authorized to fix the items. If they were over \$300 I had

*ALL 12/19/2014*

to wait for authorization from the office to do the repair or wait for further instructions on how to handle the repair.

If a repair would require further evaluation I would set up an appointment for a contractor to come out to bid what it would cost to fix the problem. Examples would be HVAC repairs, waterheater repairs, tile roof repairs, leaking roof repairs, clogged main drains, carpet or tile replacement, carpet cleaning, washer and dryer repair, and advance electrical repairs. I would meet with the contractor and relay the cost to the office for authorization to repair the item.

I would be available to tenants 24 hours a day. If the repair was an emergency I would do my best to handle the situation right a way and to make the tenant as comfortable as possible. If the repair was considered minor I would set up an appointment to evaluate the issue.

Handled Evictions and Late Notices  
Hours Varied from month to month

**Duties:**

Communicate with the tenants that did not post their rent by the 5th of the month. The office would call me and let me know who was behind. I would call the tenant and issue them a late notice in person or leave it on their door.

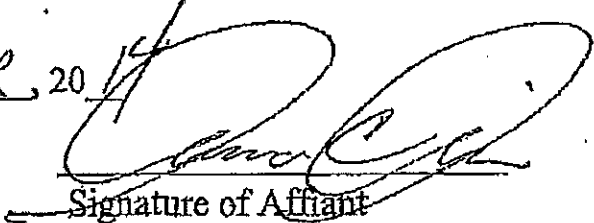
Usually we would work out a plan with the tenant to help them catch up on their rent.

If they were past due by the 10th of the month I would issue a 5 day notice to evict or vacate the property.

As long as the tenants would communicate with me and/or the office we would always work with them.

If by the 15th they were not communicating with office about payment I would post another notice that we were filing for an eviction with the municipality that the house was in.

DATED this the 19 day of December, 2014

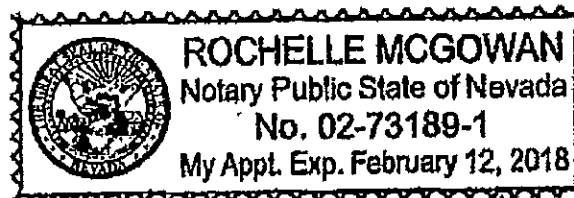
  
Signature of Affiant

SWORN to subscribed before me, this 19 day of December, 2014

  
NOTARY PUBLIC

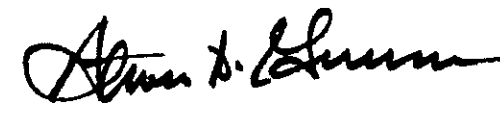
My Commission Expires:

2-12-2018



# EXHIBIT 2

# EXHIBIT 2



CLERK OF THE COURT

1 NEOJ  
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 KATHERINE L. PROVOST, ESQ.  
8 Nevada Bar No. 008414  
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

DISTRICT COURT  
FAMILY DIVISION

CLARK COUNTY, NEVADA

11 ERIC L. NELSON,  
12 Plaintiff/Counterdefendant,  
13 v.

14 LYNITA SUE NELSON,  
15 Defendant/Counterclaimant.

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

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

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

NOTICE OF ENTRY OF  
ORDER REGARDING  
TRANSFER OF PROPERTY  
AND INJUNCTIONS

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

24 Counterclaimant and Crossclaimant,  
25 v.

26 LYNITA SUE NELSON and ERIC  
27 NELSON,

28 Purported Cross-Defendant and  
Counterdefendant,

1 LYNITA SUE NELSON,

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

4 v.

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

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

16 TO: ERIC L. NELSON, Plaintiff; and

17 TO: RHONDA K. FORSBERG, ESQ., of RHONDA K. FORSBERG, CHTD.,  
18 Attorneys for Plaintiff;

19 TO: MARK A. SOLOMON, ESQ., and JEFFREY P. LUSZECK, ESQ., of  
20 SOLOMON, DWIGGINS & FREER, LTD., Attorneys for the Eric L. Nelson  
21 Nevada Trust:

22 PLEASE TAKE NOTICE that an ORDER REGARDING TRANSFER OF  
23 PROPERTY AND INJUNCTIONS was entered in the above-entitled matter on  
24 September 18, 2014, a copy of which is attached.

25 DATED this 22<sup>nd</sup> day of September, 2014.

26 THE DICKERSON LAW GROUP

27 By Robert P. Dickerson  
28 ROBERT P. DICKERSON, ESQ.  
Nevada Bar No. 000945  
JOSEF M. KARACSONYI, ESQ.  
Nevada Bar No. 010634  
KATHERINE L. PROVOST, ESQ.  
Nevada Bar No. 008414  
1745 Village Center Circle  
Las Vegas, Nevada 89134  
Attorneys for Defendant



CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of THE DICKERSON LAW GROUP, and that on this 22<sup>nd</sup> day of September, 2014, I caused the above and foregoing document entitled NOTICE OF ENTRY OF ORDER REGARDING TRANSFER OF PROPERTY AND INJUNCTIONS to be served as follows:

☒ pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

☒ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

☐ pursuant to EDCR 7.26, to be sent via facsimile, by duly executed consent for service by electronic means;

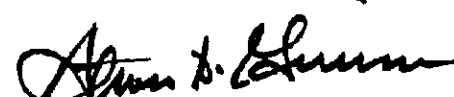
☐ by hand-delivery with signed Receipt of Copy.

To the attorney(s) listed below at the address, email address, and/or facsimile number indicated below:

RHONDA K. FORSBERG, ESQ.  
RHONDA K. FORSBERG, CHARTERED  
64 North Pecos Road, Ste. 800  
Henderson, Nevada 89074  
[rforsberg@forsberg-law.com](mailto:rforsberg@forsberg-law.com)  
[mweiss@forsberg-law.com](mailto:mweiss@forsberg-law.com)  
Attorneys for Plaintiff

MARK A. SOLOMON, ESQ.  
JEFFREY P. LUSZECK, ESQ.  
SOLOMON, DWIGGINS, FREER & MORSE, LTD.  
9060 W. Cheyenne Avenue  
Las Vegas, Nevada 89129  
[jluszeck@sdfnvlaw.com](mailto:jluszeck@sdfnvlaw.com)  
[sgerace@sdfnvlaw.com](mailto:sgerace@sdfnvlaw.com)  
Attorneys for Distribution Trustee of the ELN Trust

  
An employee of The Dickerson Law Group



CLERK OF THE COURT

1 **ORDR**  
2 THE DICKERSON LAW GROUP  
3 ROBERT P. DICKERSON, ESQ.  
4 Nevada Bar No. 000945  
5 JOSEF M. KARACSONYI, ESQ.  
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9 Telephone: (702) 388-8600  
10 Facsimile: (702) 388-0210  
11 Email: info@dickersonlawgroup.com  
12 Attorneys for LYNITA SUE NELSON

8 EIGHTH JUDICIAL DISTRICT COURT  
9 FAMILY DIVISION

10 CLARK COUNTY, NEVADA

11 ERIC L. NELSON,  
12 Plaintiff/Counterdefendant,  
13 v.

14 LYNITA SUE NELSON,  
15 Defendant/Counterclaimant.

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

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

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

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

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

25 Counterclaimant and Crossclaimant,  
26 v.

27 LYNITA SUE NELSON and ERIC  
28 NELSON,

Purported Cross-Defendant and  
Counterdefendant,

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

16 **ORDER REGARDING TRANSFER OF PROPERTY AND INJUNCTIONS**

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

27 ...  
 28 ...

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

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

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

13 THE COURT FURTHER FINDS that \$324,000 of the lump sum alimony  
14 awarded to Lynita in the Decree should be released to Lynita at this time, from the  
15 \$1,068,000 previously enjoined by the Court at Bank of Nevada. Such lump sum  
16 represents the \$20,000 the Court anticipated Lynita would receive from June, 2013,  
17 to June, 2014, for a total of \$240,000, and the remaining \$84,000 represents \$7,000  
18 per month in alimony (awarded in the Decree as a lump sum) for June, 2014, to June,  
19 2015 while this matter continues to be litigated. The Court entered a separate order  
20 for the payment of said funds in Open Court, however, while such Order states that the  
21 payment would be made to Lynita such payment shall be secured by property enjoined  
22 herein as further set forth below.

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

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

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

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

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

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

21 Accordingly, and for good cause appearing therefor,

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

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

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

7 IT IS FURTHER ORDERED that the ELN Trust shall pay to the LSN Trust the  
8 \$75,000 reimbursement related to the Wyoming Downs decision by the close of  
9 business on June 16, 2014. If there are any issues with such payment that the ELN  
10 Trust would like to address it may do so at the hearing currently scheduled for June 16,  
11 2014 at 9:00 a.m.

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

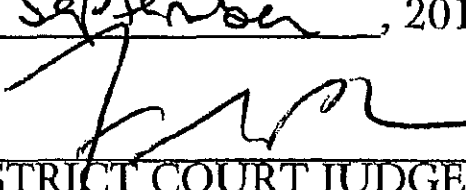
14 IT IS FURTHER ORDERED that Lynita is entitled to the income from the  
15 properties awarded to the LSN Trust in the Decree from the date of the Decree to  
16 present date. To determine the amount the LSN Trust is entitled to, Eric and the ELN  
17 Trust shall provide an accounting of the income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

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

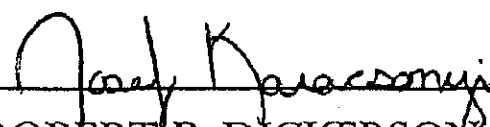
27 ...  
28 ...

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

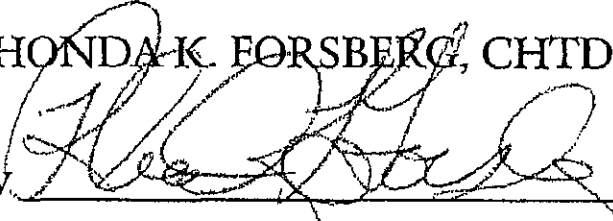
4 DATED this 16 day of September, 2014.

5  
6   
DISTRICT COURT JUDGE  
7 FRANK P. SULLIVAN *CK*

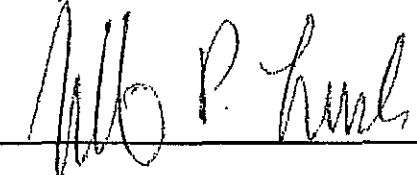
8 Submitted by:  
9 THE DICKERSON LAW GROUP

10 By   
11 ROBERT P. DICKERSON, ESQ.  
12 Nevada Bar No. 000945  
13 JOSEF M. KARACSONYI, ESQ.  
14 Nevada Bar No. 010634  
15 1745 Village Center Circle  
16 Las Vegas, Nevada 89134  
17 Attorneys for Defendant

Approved as to Form and Content:  
RHONDA K. FORSBERG, CHTD.

10 By   
11 RHONDA K. FORSBERG, ESQ.  
12 Nevada Bar No. 009557  
13 64 N. Pecos Road #800  
14 Henderson, Nevada 89074  
15 Attorneys for Plaintiff

16 Approved as to Form and ~~Content~~:  
17 SOLOMON, DWIGGINS & FREER LTD.

18 By   
19 MARK A. SOLOMON, ESQ.  
20 Nevada Bar No. 000418  
21 JEFFREY P. LUSZECK, ESQ.  
22 Nevada Bar No. 009619  
23 9060 W. Cheyenne Avenue  
24 Las Vegas, Nevada 89129  
25 Attorneys for the ELN Trust

*Attribution - trustee of the*

# EXHIBIT 3

# EXHIBIT 3



**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 10:45 a.m.  
Tracie K. Lindeman  
Clerk of Supreme Court

**Consolidated With:**

**Supreme Court Case No. 68292**

**RECORD ON APPEAL  
VOLUME 24**

MARK A. SOLOMON, ESQ.  
Nevada State Bar No. 0418  
JEFFREY P. LUSZECK  
Nevada State Bar No. 9619  
SOLOMON DWIGGINS & FREER, LTD.  
Cheyenne West Professional Centre'  
9060 West Cheyenne Avenue  
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	04/28/1993	Executed Separate Property Agreement (Admitted as Intervenor Trial Exhibit 4)	6273 – 6282
26	02/27/2009	Exercise of Power of Appointment for the LSN Nevada Trust (Admitted as Intervenor Trial Exhibit 81)	6462 - 6468
26	03/24/1994	Fax from Jeffrey L. Burr & Associates to Shelley Newell (Admitted as Intervenor Trial Exhibit 10)	6345 - 6346
26	03/19/1994	Fax from Shelley Newell to Jeffrey L. Burr & Associates (Admitted as Intervenor Trial Exhibit 9)	6343 – 6344
26	07/08/1993	Fax to Melina Barr from Roslyn Hinton (Admitted as	6253 - 6261

		Intervenor Trial Exhibit 2)	
25	06/08/2015	Findings of Fact and Order	6226 – 6248
30	03/22/2007	Grant, Bargain, Sale Deed (Admitted as Nelson Exhibit 57A)	7394 – 7396
26	01/09/2001	Handwritten Note from Jeff Burr File (Admitted as Intervenor Trial Exhibit 20)	6389 - 6391
26	01/15/2001	Handwritten Note from Jeff Burr File (Admitted as Intervenor Trial Exhibit 21)	6392
26	07/15/1993	Handwritten Note to Melina (Admitted as Intervenor Trial Exhibit 1)	6252
8	08/19/2011	Initial Appearance Fee Disclosure (NRS Chapter 19)	1775- 1776
1	05/18/2009	Joint Preliminary Injunction	9-10
30	09/08/2011	Judgement and Order Granting Plaintiffs' Motion for Summary Judgment in United States District Court, Central District of California, Case No. 2:11-cv-02583-JEM (Admitted as GGGGG at Tab 23)	7409 - 7410
26	02/17/2009	Last Will and Testament of Mrs. Nelson (Admitted as Intervenor Trial Exhibit 19)	6384 - 6388
26	00/00/0000	Letter of Instruction signed by Mrs. Nelson (Admitted as Intervenor Trial Exhibit 18)	6383
26	06/19/1998	Letter to Mr. and Mrs. Nelson from Jeffrey L. Burr & Associates (Admitted as Intervenor Trial Exhibit 11)	6347 - 6349
6	01/30/2001	Letter to Mr. and Mrs. Nelson from Jeffrey L. Burr & Associates (Admitted as Intervenor Trial Exhibit 22)	6393
26	02/15/2001	Letter to Mr. and Mrs. Nelson from Jeffrey L. Burr & Associates (Admitted as Intervenor Trial Exhibit 23)	6394
26	05/30/2001	Letter to Mr. and Mrs. Nelson from Jeffrey L. Burr & Associates (Admitted as Intervenor Trial Exhibit 28)	6442 – 6444
26	05/30/2001	Letter to Mrs. Nelson from Jeffrey L. Burr & Associates (Admitted as Intervenor Trial Exhibit 26)	6434 - 6437
26	05/30/2001	Letter to Mrs. Nelson from Jeffrey L. Burr & Associates (Admitted as Intervenor Trial Exhibit 27)	6438 - 6441
26	05/03/2002	Letter to Mrs. Nelson from Jeffrey L. Burr & Associates (Admitted as Intervenor Trial Exhibit 40)	6447
26	03/26/2003	Letter to Mrs. Nelson from Jeffrey L. Burr & Associates (Admitted as Intervenor Trial Exhibit 44)	6448
26	05/03/2004	Letter to Mrs. Nelson from Jeffrey L. Burr & Associates (Admitted as Intervenor Trial Exhibit 51)	6449
26	05/04/2005	Letter to Mrs. Nelson from Jeffrey L. Burr & Associates (Admitted as Intervenor Trial Exhibit 57)	6450
26	02/09/2009	Letter to Mrs. Nelson from Jeffrey L. Burr & Associates (Admitted as Intervenor Trial Exhibit 79)	6453 - 6457
26	02/09/2009	Letter to Mrs. Nelson from Jeffrey L. Burr & Associates (Admitted as Intervenor Trial Exhibit 80)	6458 – 6461
26	00/00/0000	Letter to Nevada Legal News from Jeffrey L. Burr & Associates (Admitted as Intervenor Trial Exhibit 29)	6445 – 6446

26,	07/13/1993	Letter to Richard Koch with Separate Property Agreement (Admitted as Intervenor Trial Exhibit 3)	6262 - 6272
11	05/15/2012	Limited Objection to Application of Forensic Accountants for Allowance of Fees and Reimbursement of Expenses for the period from April 4, 2011 through March 31, 2012	2710 – 2712
8	09/30/2011	Lynita Sue Nelson's: (1) Answer to Claims of The Eric L. Nelson Nevada Trust; and (2) Claims for Relief Against Eric L. Nelson Nevada Trust dated May 30, 2001, Lana Martin, Nola Harber, Rochelle McGowan, Joan B. Ramos, and Does 1 through X (Whether Designed as a Counterclaim, Cross-Claim and/or Third Party Complaint)	1818 - 1853
9	12/20/2011	Lynita Sue Nelson's: (1) First Amended Answer to Claims of the Eric L. Nelson Nevada Trust and (2) First Amended Claims for Relief Against Eric L. Nelson Nevada Trust dated May 30, 2001, Lana Martin, Nola Harber, Rochelle McGowan, Joan B. Ramos, and Does 1 through X (Whether Designed as a Counterclaim, Cross-Claim and/or Third Party Complaint)	2140 - 2182
30	05/07/2013	Memorandum from Robert P. Dickerson in Support of AB378 (Exhibit 8)	7480 - 7487
27	00/00/0000	Miscellaneous Documents produced by Defendants (Admitted as Intervenor Trial Exhibit 167)	6513 – 6549
29, 30	03/01/2002	Mississippi Deeds (Admitted as Nelson Exhibit 8A)	7069 - 7393
10	03/06/2012	Motion for Payment of Attorneys' Fees and Costs	2461 – 2494
19	06/05/2013	Motion for Payment of Funds Belonging to Defendant Pursuant to Court's Decree to Ensure Receipt of the Same, and for Immediate Payment of Court Appointed Expert	4743 – 4752
8	11/07/2011	Motion to Dismiss	1885 - 1908
9	01/17/2012	Motion to Dismiss Amended Third-Party Complaint and Motion to Strike	2190 - 2224
8	11/29/2011	Motion to Dissolve Injunction	1916 - 1999
7	06/24/2011	Motion to Join Necessary Party; or in the Alternative; to Dismiss Claims Against The Eric L. Nelson Nevada Trust dated May 30, 2011	1606 - 1661
23	10/20/2014	Notice of Appeal	5576 – 5578
25, 26	06/23/2015	Notice of Appeal	6249 – 6251
21	09/10/2013	Notice of Entry of Injunctions from September 4, 2013 Hearing	5230 – 5241
10	01/31/2012	Notice of Entry of Order	2264 – 2272
11	05/29/2012	Notice of Entry of Order	2739 – 2745
12	06/05/2012	Notice of Entry of Order	2759 – 2770

12	07/11/2012	Notice of Entry of Order	2914 – 2920
12	07/11/2012	Notice of Entry of Order	2921 – 2929
19	08/07/2012	Notice of Entry of Order	4517 – 4520
	06/03/2012	Notice of Entry of Order	4691 – 4742
8	11/14/2011	Notice of Entry of Order and Order – August 24, 2011 Hearing	1909 - 1915
21	09/03/2013	Notice of Entry of Order Denying Countermotion to Stay Payments and Transfer Property Pending Appeal and/or Resolution to the Nevada Supreme Court for an Extraordinary Writ	5148 – 5153
23	09/22/2014	Notice of Entry of Order Determining Disposition of Dynasty Development Management, Inc. AKA Wyoming Downs	5553 – 5561
19	10/10/2012	Notice of Entry of Order from July 16, 2012 Hearing	4683 – 4690
19	08/31/2012	Notice of Entry of Order from April 10, 2012 Hearing and Injunction	4531 – 4539
19, 20	08/31/2012	Notice of Entry of Order from February 23, 2012 Hearing Partially Granting ELN Trust's Motion to Dismiss Third-Party Complaint Without Prejudice.	4540 – 4550
23	09/22/2014	Notice of Entry of Order from July 22, 2013 Hearing on Lynita Nelson's Motion to Amend or Alter Judgment for Declaration and Related Relief	5562 – 5575
21, 22	09/30/2013	Notice of Entry of Order from September 4, 2013 Hearing Regarding Payment of Lindell Professional Plaza Income	5247 – 5254
19	08/29/2012	Notice of Entry Of Order Granting Motion for Relief from Automatic Stay and Denying Motion to Dismiss Without Prejudice	4521 – 4527
12	06/05/2011	Notice of Entry of Order regarding Findings of Fact and Order dated June 5, 2012	2771 – 2782
7	08/09/2011	Notice of Entry of Stipulation and Order	1742 - 1746
8	09/14/2011	Notice of Filing a Summary Appraisal Report of a Two-Story Office Building (3611 Lindell Road, Las Vegas, NV )	1789 - 1801
10	02/27/2012	Notice of Filing Amendment to Source and Application of Duns for Lynita Nelson	2249 – 2460
10	01/27/2012	Notice of Filing Amendment to Source and Application of Funds for Emerald Bay Mississippi, LLC Filed December 8, 2011	2257 – 2263
10	02/27/2012	Notice of Filing Amendment to Source and Application of Funds for Eric L. Nelson Nevada Trust	2425 – 2248
7	07/05/2011	Notice of Filing Asset Schedule and Notes to Asset Schedule	1662 - 1683
9	12/23/2011	Notice of Filing Corrected Asset Schedule by Ownership	2186 - 2189
7	07/15/2011	Notice of Filing Income and Expense Reports for Banone-AZ LLC	1713 -1724



8	08/15/2011	Notice of Filing Income and Expense Reports for Emerald Bay Resorts, LLC	1762 – 1769
7	07/19/2011	Notice of Filing Income and Expense Reports for Eric L. Nelson Nevada Trust	1725 - 1741
7, 8	08/15/2011	Notice of Filing Income and Expense Reports for Eric Nelson Auctioneering	1747 - 1761
9, 10	01/26/2012	Notice of Filing Income and Expense Reports for Eric Nelson Auctioneering	2225 -2256
8	09/28/2011	Notice of Filing Income and Expense Reports for Lynita Nelson	1806 - 1817
7	07/11/2011	Notice of Filing Income and Expense Reports for: (1) Banone, LLC and (2) Dynasty Development Group	1684 - 1712
10	02/16/2012	Notice of Filing Source and Application of Funds for Banone-AZ, LLC	2362 – 2389
11	04/11/2012	Notice of Filing Source and Application of Funds for Dynasty Development Group, LLC	2645 – 2677
9	12/08/2011	Notice of Filing Source and Application of Funds for Eric L. Nelson Nevada Trust	2060 - 2095
11	04/23/2012	Notice of Filing Source and Application of Funds Pursuant to April 10, 2012 Hearing	2678 – 2709
8	10/03/2011	Notice of Filing Summary Appraisal Report of +202.50 Acres of Agricultural/Residential Land (Uinta County, Wyoming)	1854 - 1859
8	10/06/2011	Notice of Submission of First Billing for Fees and Expenses of Forensic Accountants	1860 -1884
11	04/09/2012	Opposition to Countermotion for Receiver, Additional Injunction and Fees and Costs	2630 – 2642
21	08/23/2013	Opposition to Imposition of Charging Order and Appointment of Receiver	5043 – 5066
10, 11	03/26/2012	Opposition to Motion for Payment of Attorneys' Fees and Costs, and Countermotion for Receiver, Additional Injunction, and Fees and Costs	2495 – 2594
20	06/18/2013	Opposition to Motion for Payment of Funds Belonging to Defendant Pursuant to Court's Decree to Ensure Receipt of the Same, and for Immediate Payment of Court Appointed Expert; and Countermotion to Stay Payments and Transfer Property Pending Appeal and/or Resolution to the Nevada Supreme Court for an Extraordinary Writ	4799 – 4812
16	07/20/2012	Opposition to Motion in Limine to Exclude to Exclude from Trial the Testimony and Report of Daniel T. Gerety, CPA, Layne T. Rushforth, Esq. and Any Purported Experts Testimony Regarding the Interpretation of Law, and Application of Facts to Law; to Strike the Eric L. Nelson Nevada Trusts' Pre-Trial Memorandum; and Counter-Motion to Continue Trial and for Attorneys' Fees and Costs	3803 – 3838

8, 9	12/01/2011	Opposition to Motion to Dismiss and Countermotion for an Award of Attorneys' Fees and Costs	2000 - 2040
9	12/07/2011	Opposition to Motion to Dissolve Injunction and Countermotion for an Aware of Attorneys' Fees and Costs	2041 - 2059
30	07/11/2012	Order entered in Case D-09-411537-D	7471 - 7479
20	06/19/2013	Order for Payment of Funds Pursuant to June 3, 2013 Decree of Divorce	4847 - 4850
30	08/09/2011	Order in Case No. D-09-411537-D	7400 - 7402
6	11/17/2010	Partial Transcript, Non-Jury Trial, November 17, 2010	1256 - 1435
6	11/22/2010	Partial Transcript, Non-Jury Trial, November 22, 2010	1436 - 1499
6, 7	11/22/2010	Partial Transcript, Non-Jury Trial, November 22, 2010	1500 - 1605
21	09/27/2013	Plaintiff Eric Nelson's Response to Lynita's Response to Court Ordered Accountings Provided by Eric Nelson	5242 - 5246
19	08/31/2012	Post-Trial Brief of Eric L. Nelson Nevada Trust Dated May 30, 2001	4551 - 4610
30	01/28/2005	Promissory Note in favor of Lana Martin	7488
30	01/28/2005	Promissory Note in favor of Robert A. Martin	7489
29	09/25/1999	Real Estate Records for 5220 E. Russell Road, Las Vegas, Nevada (UUUU)	7017 - 7049
	06/06/2013	Receipt of Copy regarding Motion for Payment of Funds Belonging to Defendant Pursuant to Court's Decree to Ensure Receipt of the Same, and for Immediate Payment of Court Appointed Expert	4753 - 4754
8	09/19/2011	Reply to Counterclaim and Answer to Cross - Claim	1802 - 1805
24, 25	01/14/2015	Reply to ELN Trust's Opposition to Defendant's Motion to Enforce the June 3, 2013 Decree of Divorce, Address Issues Relating to Property Awarded to Defendant in the Divorce, and for Related Relief and Eric Nelson's Opposition to Defendants Motion to Enforce June 3, 2013 Decree of Divorce, Address Issues Relating to Property Awarded to Defendant in the Divorce, and for Related Relief and Opposition to Eric Nelson's Countermotion	5941 - 6076
11	05/22/2012	Reply to Limited Objection to Application of Forensic Accountants for Allowance of Fees and Reimbursement of Expenses for the period from April 4, 2011 through March 31, 2012 filed by the Eric L. Nelson Nevada Trust and Reply to Limited Objection to Application of Forensic Accountants for Allowance of Fees and Reimbursement of Expenses for the period from April 4, 2011 through March 31, 2012 filed by Eric Nelson	2713 - 2738
22	10/14/2013	Reply to Opposition to Countermotion/Petition for Appointment of Authorized Trustee and for Fees and Costs	5255 - 5265

20	07/11/2013	Reply to Opposition to Defendant's Motion to Amend or Alter Judgement, for Declaratory and Related Relief and Joinder to Opposition	4851 – 4869
21	08/30/2013	Reply to Opposition to Imposition of Charging Order and Appointment of Receiver and Requests for Injunction and Fees and Costs	5067 – 5087
11	04/04/2012	Reply to Opposition to Motion for Payment of Attorneys' Fees and Costs	2595 – 2623
9	12/09/2011	Reply to Opposition to Motion to Dismiss and Countermotion for An Aware of Attorneys' Fees and Costs	2096 - 2123
9	12/09/2011	Reply to Opposition to Motion to Dissolve Injunction and Opposition to Countermotion for an Aware of Attorneys Fees and Costs	2124 -2139
22	10/15/2013	Reply to Plaintiff Eric Nelson's Response to Court Order Accountings	5266 - 5287
27, 28, 29	07/05/2012	Report of Gerety & Associates (Admitted as Intervenor Trial Exhibit 168)	6550 – 7014
21	08/30/2013	Response to Court Order Accountings Provided by Eric Nelson	5088 – 5147
19	09/28/2012	Response to Defendant Lynita S. Nelson's Post-Trial Memorandum on Trust Issues	4628 – 4657
29	01/21/2002	Soris Original Mortgage – (Wyoming Property) – (Admitted as Nelson Exhibit 41C)	7050 – 7068
8	08/24/2011	Summons directed to Eric Nelson	1779 -1782
8	08/24/2011	Summons directed to Lynita Sue Nelson	1783 -1786
11	04/05/2012	Supplement to Opposition to Motion for Payment of Attorneys' Fees and Costs, and Countermotion for Receiver, Additional Injunction, and Fees and Costs	2624 – 2629
	10/08/2012	Supplement to Verified Memorandum of Attorneys' Fees and Costs	4658 – 4682
26, 27	05/30/2001	The Eric L. Nelson Nevada Trust (Admitted as Intervenor Trial Exhibit 86)	6475 – 6508
12	07/06/2012	The Eric L. Nelson Nevada Trust's Pretrial Memorandum	2783 – 2849
26	07/13/1993	The Eric L. Nelson Separate Property Trust (Admitted as Intervenor Trial Exhibit 7)	6313 – 6341
26	05/30/2001	The LSN Nevada Trust (Admitted as Intervenor Trial Exhibit 25)	6395 - 6433
26	07/13/1993	The Nelson Trust (Admitted as Intervenor Trial Exhibit 5)	6283 - 6311
20, 21	08/01/2013	Transcript Re: All Pending Motions	4991 – 5039
21	09/05/2013	Transcript Re: All Pending Motions	5154 – 5229
22	10/21/2013	Transcript Re: All Pending Motions	5288 – 5347
25	01/26/2015	Transcript RE: All Pending Motions	6077 – 6225
22, 23	06/04/2014	Transcript RE: Decisions	5495 – 5552

20	06/19/2013	Transcript Re: Motion	4813 – 4846
20	07/22/2013	Transcript Re: Motion	4876 – 4990
10	02/23/2012	Transcript regarding Decision	2390 – 2424
10	01/31/2012	Transcript relating to Motion	2273 – 2361
4	10/19/2010	Transcript, Non-Jury Trial, October 19, 2010	849 – 990
4, 5, 6	10/20/2010	Transcript, Non-Jury Trial, October 20, 2010	991 – 1255
1, 2	08/30/2010	Transcript, Non-Jury Trial, Volume 1 from August 30, 2010	40 – 258
2	08/31/2010	Transcript, Non-Jury Trial, Volume 2 from August 31, 2010	259 - 441
2, 3	08/31/2010	Transcript, Non-Jury Trial, Volume 3 from August 31, 2010	442 – 659
3,4	09/01/2010	Transcript, Non-Jury Trial, Volume 4 from September 1, 2010	660 –848
13, 14	07/17/2012	Trial Transcript Re: Non-Jury Trial	3181 – 3406
14, 15	07/18/2012	Trial Transcript Re: Non-Jury Trial	3407 – 3584
22	05/30/2014	Trial Transcript RE: Non-Jury Trial	5348 – 5494
15	07/19/2012	Trial Transcript Re: Non-Jury Trial – Vol. I	3585 – 3714
16	07/23/2012	Trial Transcript Re: Non-Jury Trial – Vol. I	3839 – 3943
17	07/24/2012	Trial Transcript Re: Non-Jury Trial – Vol. I	4050 – 4187
18	07/25/2012	Trial Transcript Re: Non-Jury Trial – Vol. I	4279 – 4447
15, 16	07/19/2012	Trial Transcript Re: Non-Jury Trial – Vol. II	3715 – 3802
16, 17	07/23/2012	Trial Transcript Re: Non-Jury Trial – Vol. II	3494 -4049
17, 18	07/24/2013	Trial Transcript Re: Non-Jury Trial – Vol. II	4188 – 4278
18, 19	07/25/2012	Trial Transcript Re: Non-Jury Trial – Vol. II	4448 -4514
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

Section 10.06. **Cumulative Remedies.** Landlords exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

#### ARTICLE ELEVEN: **PROTECTION OF LENDERS**

Section 11.01. **Subordination.** Landlord shall have the right to subordinate this Lease to any ground lease, deed of trust or mortgage encumbering the Property, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Tenant shall cooperate with Landlord and any lender which is acquiring a security interest in the Property or the Lease. Tenant shall execute such further documents and assurances as such lender may require, provided that Tenants obligations under this Lease shall not be increased in any material way (the performance of ministerial acts shall not be deemed material), and Tenant shall not be deprived of its rights under this Lease. Tenants right to quiet possession of the Property during the Lease Term shall not be disturbed if Tenant pays the rent and performs all of Tenants obligations under this Lease and is not otherwise in default. If any ground lessor, beneficiary or mortgagee elects to have this Lease prior to the lien of its ground lease, deed of trust or mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to such ground lease, deed or trust or mortgage whether this Lease is dated prior or subsequent to the date of said ground lease, deed of trust or mortgage or the date recording thereof.

Section 11.02. **Attornment.** If Landlords interest in the Property is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, Tenant shall attorn to the transferee of or successor to Landlords interest in the Property and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Property upon the transfer of Landlords interest.

Section 11.03. **Signing of Documents.** Tenant shall sign and deliver any instrument or documents necessary or appropriate to evidence any such attornment or subordination or agreement to do so. If tenant fails to do so within ten (10) days after written request, Tenant hereby makes, constitutes and irrevocably appoints Landlord, or any transferee or successor of Landlord, the attorney-in-fact of Tenant to execute and deliver any such instrument or document.

#### Section 11.04. **Estoppel Certificates.**

- (a) Upon Landlords written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been cancelled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); and (v) such other representatives or information with respect to Tenant or the Lease as Landlord may reasonably request or which any prospective purchaser or encumbrances of the Property may require. Tenant shall deliver such statement to Landlord within ten (10) days after Landlords request. Landlord may give any such statement by Tenant to any prospective purchaser or encumbrances of the Property. Such purchaser or encumbrances may rely conclusively upon such statement as true and correct.
- (b) If Tenant does not deliver such statement to Landlord within such ten (10)-day period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been cancelled or terminated except as otherwise represented by Landlord; (iii) that not more than one months Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts.

Section 11.05. **Tenants Financial Condition.** Within ten (10) days after written request from Landlord, Tenant shall deliver to Landlord such financial statements as Landlord reasonably requires to verify the net worth of Tenant shall deliver to Landlord such financial statements as Landlord reasonably requires to verify the net worth of Tenant or any assignee, subtenant, or guarantor of Tenant. In addition, Tenant shall deliver to any lender designated by Landlord any financial statements required by such lender to facilitate the financing or refinancing of the Property. Tenant represents and warrants to Landlord that each such financial statement is a true and accurate statements as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth in this Lease.

#### ARTICLE TWELVE: **LEGAL COSTS**

Section 12.01. **Legal Proceedings.** If Tenant or Landlord shall be in breach or default under this Lease, such party (the Defaulting Party) shall reimburse the other party (the "Non- defaulting Party") upon demand for any costs or expenses that the Non-defaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys fees and costs. The losing party in such action shall pay such attorneys fees and costs. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability Landlord may incur if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant against any third party, or by any third party against Tenant, or by or against any person holding any interest under or using the Property by license of or agreement of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlords interest under this Lease in a bankruptcy proceeding, or other Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenants expense with counsel reasonably acceptable to Landlord or, at Landlords election, Tenant shall reimburse Landlord for any legal fees or costs Landlord incurs in any such claim or action.

Section 12.02. **Landlords Consent.** Tenant shall pay Landlords reasonable attorneys fees incurred in connection with Tenants request for Landlords consent under Article Nine (Assignment and Subletting), or in connection with any other act which Tenant proposed to do and which requires Landlords consent.

#### ARTICLE THIRTEEN: MISCELLANEOUS PROVISION

Section 13.01. **Non-Discrimination.** Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Property or any portion thereof.

Section 13.02. **Landlords Liability; Certain Duties.**

- (a) As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Property or Project or the leasehold estate under a ground lease of the Property or Project at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such interest or title. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this lease to be performed on or after the date of transfer. However, each Landlord shall deliver to its transferee all funds that Tenant previously paid if such funds have not yet been applied under the terms of this Lease.
- (b) Tenant shall give written notice of any failure by Landlord to perform any of its obligations under this Lease to Landlord and to any ground lessor, mortgagee or beneficiary under any deed of trust encumbering the Property whose name and address have been furnished to Tenant in writing. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of Tenants notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Landlord shall not be in default if such cure is commenced within such thirty (30) - day period and thereafter diligently pursued to completion.
- (c) Notwithstanding any term or provision herein to the contrary, the liability of Landlord for the performance of its duties and obligations under this Lease is limited to Landlords interest in the Property and the Project, and neither the Landlord nor its partners, shareholders, officers or other principals shall have any personal liability under this Lease.

Section 13.03. **Severability.** A determination by a court of competent jurisdiction that any provision of this Leases or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Section 13.04. **Interpretation.** The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the

conduct, acts or omissions of Tenant, the term Tenant shall include Tenants agents, employees, contractors, invitees, successors or others using the Property with Tenants expressed or implied permission.

Section 13.05. **Incorporation of Property Agreements; Modifications.** This Lease is the only agreement between the parties pertaining to the lease of the Property and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

Section 13.06. **Notices.** All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to the address specified in Section 1.03 above, except that upon Tenants taking possession of the Property, the Property shall be Tenants address for notice purposes. Notices to Landlord shall be delivered to the address specified in Section 1.02 above. All notices shall be effective upon delivery. Either party may change its notice address upon written notice to the other party.

Section 13.07. **Waivers.** All waivers must be in writing and signed by the waiving party. Landlords failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

Section 13.08. **No Recordation.** Tenant shall not record this Lease without prior written consent from Landlord. However, either Landlord or Tenant may require that a "Short Form" memorandum of this Lease executed by both parties be recorded. The party requiring such recording shall pay all transfer taxes and recording fees.

Section 13.09. **Binding Effect; Choice of Law.** This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenants successor unless the rights or interests of Tenants successor are acquired in accordance with the terms of this Lease. The laws of the state in which the Property is located shall govern this Lease.

Section 13.10. **Corporate Authority; Partnership Authority.** If Tenant is a corporation, each person signing this Lease on behalf of Tenant represents and warrants that he has full authority to do so and that this Lease binds the corporation. Within thirty (3) days after this Lease is assigned, Tenant shall deliver to Landlord a certified copy of a resolution of Tenants Board of Directors authorizing the execution of this Lease or other evidence of such authority reasonably acceptable to Landlord. If Tenant is a partnership or limited liability company, each person or entity signing this Lease for Tenant represents and warrants that he or it is a general partner of the partnership or the managing member of the LLC and that he or it has full authority to sign for the partnership or LLC. This Lease binds the partnership and all general partners of the partnership or the LLC and its managing member. Tenant shall give written notice to Landlord of any general partner's withdrawal or addition. Within thirty (30) days after this Lease is signed, Tenant shall deliver to Landlord a copy of Tenant's recorded statement of partnership, certificate of limited partnership or articles of organization.

Section 13.11 **Joint and Several Liability.** All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

Section 13.12. **Force Majeure.** If Landlord cannot perform any of its obligations due to events beyond Landlord's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Landlord's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

Section 13.13. **Execution of Lease.** This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Landlord's delivery of this Lease to Tenant shall not be deemed to be an offer to lease and shall not be binding upon either party until executed and delivered by both parties.

Section 13.14. **Survival.** All representations and warranties of Landlord and Tenant shall survive the termination of this Lease.

## ARTICLE FOURTEEN: **BROKERS**

Section 14.01 **Brokers Fee.** When this Lease is signed by and delivered to both Landlord and Tenant, Landlord shall pay a real estate commission to Landlord's Broker named in Section 1.08 above, if any, as provided in the written agreement between Landlord and Landlord's Broker, or the sum stated in Section 1.09 above for services rendered to Landlord by Landlord's Broker in this transaction. Landlord shall pay Landlord's Broker a commission if Tenant exercises any option to extend the Lease Term or to buy the Property, or any similar option or right which Landlord may grant to Tenant, or if Landlord's Broker is the procuring cause of any other lease or sale entered into between Landlord and Tenant covering the Property. Such commission shall be the amount set forth in Landlord's Broker's commission schedule in effect as of the execution of this Lease. If a Tenant's Broker is named in section 1.08 above, Landlord's Broker shall pay an appropriate portion of its commission to Tenant's Broker if so provided in any agreement between Landlord's Broker and Tenant's Broker. Nothing contained in this Lease shall impose any obligation on Landlord to pay a commission or fee to any party other than Landlord's Broker.

Section 14.02 **Protection of Brokers.** If Landlord sells the Property, or assigns Landlord's interest in this Lease, the buyer or assignee shall, by accepting such conveyance of the Property or assignment of the Lease, be conclusively deemed to have agreed to make all payments to Landlord's Broker thereafter required of Landlord under this Article Fourteen.

Landlord's Broker shall have the right to bring a legal action to enforce or declare rights under this provision. The prevailing party in such action shall be entitled to reasonable attorneys' fees to be paid by the losing party. Such attorneys' fees shall be fixed by the court in such action. This Paragraph is included in this Lease for the benefit of Landlord's Broker.

Section 14.03 **Agency Disclosure; No Other Brokers.** Landlord and Tenant each warrant that they have dealt with no other real estate broker(s) in connection with this Transaction except:

\_\_\_\_\_ None \_\_\_\_\_ who represents the Tenant,

\_\_\_\_\_ None \_\_\_\_\_ who represents the Landlord.

In the event that N/A represents both Landlord and Tenant, Landlord and Tenant hereby confirm that they were timely advised of the dual representation and that they consent to the same, and that they do not expect said broker to disclose to either of them the confidential information of the other party.

## ARTICLE FIFTEEN: **COMPLIANCE**

The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

## ARTICLE SIXTEEN: **MISCELLANEOUS**

Section 16.01 **Additional Tenant Lease Obligations.** Tenant shall, on or before July 25, 2014, remove the Metal Storage Container and the wrought iron gates on the west side of the property.

*ADDITIONAL PROVISIONS MAY BE SET FORTH IN A RIDER OR RIDERS ATTACHED HERETO OR IN THE BLANK SPACE BELOW. IF NO ADDITIONAL PROVISIONS ARE INSERTED, PLEASE DRAW A LINE THROUGH THE SPACE BELOW.*

Landlord and Tenant have signed this Lease at the place and on the dates specified adjacent to their signatures below and have initialed all Riders which are attached to or incorporated by reference in this Lease.



Landlord:

**LSN Nevada Trust**

\_\_\_\_\_  
By: Lynita Nelson, Trustee

Date: \_\_\_\_\_

Tenant:

**Eric Nelson**

\_\_\_\_\_  
By: Eric Nelson, an unmarried man

Date: \_\_\_\_\_

**IN ANY REAL ESTATE TRANSACTION, IT IS RECOMMENDED THAT YOU CONSULT WITH A PROFESSIONAL, SUCH AS A CIVIL ENGINEER, HYGIENIST OR OTHER PERSON WITH EXPERIENCE IN EVALUATING THE CONDITION OF THE PROPERTY, INCLUDING THE POSSIBLE PRESENCE OF ASBESTOS, HAZARDOUS MATERIALS AND UNDERGROUND STORAGE TANKS.**

# Exhibit “M”

**RHONDA K. FORSBERG, CHARTERED**

A PROFESSIONAL CORPORATION  
64 NORTH PECOS ROAD, SUITE 800  
HENDERSON, NEVADA 89074

RHONDA K. FORSBERG, ESQ.  
RFORSBERG@FORSBERG-LAW.COM

TELEPHONE: (702) 990-6468  
FACSIMILE: (702) 990-6459

July 24, 2014

**VIA FACSIMILE**

Katherine L. Provost, Esq.  
The Dickerson Law Group  
1745 Village Center Circle  
Las Vegas, Nevada 89134

Re: *Nelson v. Nelson*

Dear Ms Provost:

I am in receipt of your letter dated July 23, 2014. The following is the response to your client's requests regarding the property issues.

In response to your client's request regarding documents regarding Lindell:

*Response to #1, 2, 4, 7, 8 and 12:* Any documents responsive to this request have all been produced during the discovery process and presented to Larry Bertsch.

*Response to #3:* Lynita will have to obtain from the tenants as Eric does not keep keys from the tenants. He has them change the locks when they take over the space.

*Response to #5:* There are no mailbox keys

*Response to #6:* All deposits if any will be accounted for in the accounting to follow as ordered previously.

*Response to #9:* Lynita can obtain the actual costs from the utility companies. The tenants are charged a flat rate.

*Response to #10:* All Building plans are on file with the county. Lynita may access them through the county.

*Response to #11:* They were self-insured on the building.

Regarding Banone, LL:

*Response to #1, 2, 4, 5, 6, 9, 10, and 11:* Documents were produced to Larry Bertsch.

*Response to #3:* To Eric's knowledge Lance has presented Lynita with any and all keys that they had. They do not keep garage remotes.

Nelson v. Nelson  
July 24, 2014  
Page 2 of 2

*Response to #8:* All deposits if any will be accounted for in the accounting to follow as ordered previously.

*Lynita's Lease Counterproposal*

Regarding Lynita's Lease Counterproposal, Eric believes that the rental rate that Lynita is proposing is above current market value. He would propose a rate of .80. That would total \$2,560 per month. In addition, he is requesting a two (2) year lease term with the stipulation that should ELN not be granted their ownership back on their appeal that he will vacate within ninety (90) days of the ruling.

In addition, Eric is still covering Lynita for health insurance. We would suggest that she either obtain her own insurance or he can deduct the monthly premium from the monthly rent.

*Carli Germany Vacation*

Lastly, regarding Carli, Eric has sent multiple emails to Lynita regarding the upcoming Germany vacation that he and the children will be taking from July 27<sup>th</sup> to August 6<sup>th</sup>. Lynita refuses to respond. Eric believes Carli has spoken to her mother about the vacation. Since Lynita refuses to respond we are assuming that she is agreeable with Carli going with her siblings. Please let me know if that is not her agreement. If we do not hear from her we will assume that she has no objection.

I look forward to hearing from you.

Sincerely,

RHONDA K. FORSBERG, CHARTERED

Rhonda K. Forsberg, Esq.

Cc: Eric Nelson

Mark A. Solomon, Esq.

# Exhibit “N”

# THE DICKERSON LAW GROUP

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

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

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

July 25, 2014

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

VIA EMAIL AND  
HAND DELIVERY

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

Dear Rhonda:

I have received and reviewed your July 24, 2014 letter with Lynita Nelson. Please be advised that Eric Nelson, without any authority, has had a gate installed on the stairwell leading to the second floor of the Lindell building. This gate must be removed by 5:00 p.m. on Monday, July 28, 2014. Please direct Eric to do so to avoid the need for litigation over this action.

I have been informed that Eric has communicated with Lynita regarding the metal storage container and wrought iron gates located on the west side of the property referenced in my July 23, 2014 letter to you. Our understanding from Eric's communications is that both are to be removed by Cal Nelson this week. I thank you for your assistance with this issue and trust that this issue will be resolved as indicated by Eric.

With respect to the lease issue, Lynita has provided the Lease for Eric's continued occupancy of the Lindell building which is acceptable to her. Eric may either execute that Lease and have it returned to my office by July 31, 2014, or he can vacate the premises. Provided Eric complies with all terms of the Lease and does not act in a manner which would make the Landlord/Tenant situation unrealistic going forward, it is anticipated that he could potentially continue to occupy the premises for up to the next two (2) years.

Your letter references Lynita's health insurance being paid by Eric. I have instructed Lynita to immediately research all options available to her for health insurance and I anticipate being able to fully address this question with you by July 31,

2014. I ask that the current policy remain in effect until at least September 1, 2014 so as to allow us the opportunity to discuss this issue. Lynita is willing to pay to Eric the premium for her continued health insurance for the month of August 2014.

Your letter also references a trip to Germany that Eric desires to take with Carli. Lynita has no objection to Eric's travel plans with Carli, which you have indicated is to occur July 27, 2014 through August 6, 2014.

Finally, Eric's response to the requests for information regarding the Lindell building and former Banone properties is insufficient. For example, Mr. Bertsch would not have any documents concerning either the Lindell building or the former Banone properties for any time after May 31, 2011, which is the date upon which his analysis of the parties' income and assets ceased. All such information solely is in Eric's control. Therefore, I renew my request for Eric to provide the following information to Lynita regarding the Lindell building:

- (1) Tenant contact information (name, telephone, email) for each occupied unit in the Lindell building;
- (2) All commercial leases, including any addendums to lease for each occupied unit in the Lindell building;
- (4) All rent rolls and financial information pertaining to each occupied unit in the Lindell building;
- (6) All deposits for each occupied unit in the Lindell building;
- (7) Maintenance history and expenses for each occupied unit in the Lindell building;
- (8) Utility expense ledger for the Lindell building;
- (9) The amount of the flat rate historically charged to all Lindell tenants as indicated by your July 24, 2014 letter.

Similarly, regarding the former Banone properties, I renew my request for Eric to provide the following information to Lynita:

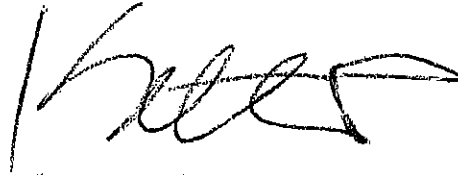
- (1) Tenant contact information (name, telephone, email) for each property;
- (2) All residential leases, including any addendums to lease for property;
- (4) HOA information for each property;
- (5) All applicable gate code entry numbers;
- (6) Rent rolls and all financial information for each property;
- (8) All deposits for each property;
- (9) Maintenance history and expenses for each property;
- (10) Tenant history including move-in checklists and move out checklists for each property;
- (11) Any other documents in Eric's possession which relate to the Banone rental

properties.

I am providing Eric a final opportunity to avoid the costs of additional litigation regarding this issue. Please be advised that if the requested information is not provided by **August 15, 2014**, such failure will be deemed to be a refusal on Eric's part to provide the information in his possession and control which is necessary for Lynita to administer the assets awarded to her by Judge Sullivan's Decree of Divorce and this issue will be raised by motion with Judge Sullivan. Please direct Eric to satisfy the foregoing requests to avoid the need for litigation over this issue.

I thank you for attention to these matters.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Provost', written over a horizontal line.

Katherine L. Provost

cc: Lynita Nelson  
Mark A. Solomon, Esq. - Counsel for ELN Nevada Trust u/a/d 5/20/01



# Exhibit “O”

Case No. 14PO1415

JC DEPARTMENT 14

LAS VEGAS JUSTICE COURT  
Electronically filed

09/11/2014 12:21:34 PM

*Karen Brandt-Harmon*

CLERK OF THE COURT

IN THE JUSTICE COURT OF LAS VEGAS TOWNSHIP

COUNTY OF CLARK, STATE OF NEVADA

ROCHELLE A MCARTHUR

Applicant,

vs.

LYNITA S. NELSON

Adverse Party,

)  
) TEMPORARY ORDER FOR  
) PROTECTION AGAINST STALKING,  
) AGGRAVATED STALKING, OR  
) HARASSMENT  
) (NRS 200.591)

) Date Issued: 09/11/2014

) Expiration Date:

) ☐ \_\_\_\_\_, unless otherwise  
ordered by the Court

) ☒ 30 days from the date of service,  
unless otherwise ordered by the Court

2014 SEP 15 A 1:24

RECEIVED  
CLARK COUNTY SHERIFF

YOU, THE ADVERSE PARTY, ARE HEREBY NOTIFIED that ANY INTENTIONAL VIOLATION OF THIS ORDER IS A CRIMINAL VIOLATION and can result in your immediate arrest or issuance of an arrest warrant. Unless a more severe penalty is prescribed by law for the act that constitutes the violation of the Order, a violation of a Temporary Order for Protection Against Stalking, Aggravated Stalking, or Harassment is a gross misdemeanor which is punishable by imprisonment in the county jail for not more than one (1) year, or by a fine of not more than \$2,000.00, or by both fine and imprisonment.

PURSUANT TO NRS 193.166, if the act that constitutes the violation of a protection order is itself a felony, the violator shall, in addition to the term of imprisonment prescribed by statute for the crime, be punished by imprisonment in the state prison for a minimum term of not less than 1 year and a maximum term of not more than 20 years.

YOU ARE FURTHER NOTIFIED that you CAN BE ARRESTED even if the person who obtained the Order invites or allows you to contact them. You have the *sole responsibility* to avoid or refrain from violating the terms of this Order. Only the Court can change the Order upon written application.

This Order may meet the Full Faith and Credit provisions of the Violence Against Women Act and may be enforceable in all 50 states, the District of Columbia, U.S. Territories and Indian Nations. All other Courts and law enforcement with jurisdiction within the United States and all Indian Nations may give full faith and credit to this Order pursuant to 18 U.S.C. Sec. 2265.

Violation of the Order may subject you to federal charges and punishment pursuant to 18 U.S.C. Sec. 2261(a)(1) and (2) and 2262(a)(1) and (2).

Temporary Order for Protection Against Stalking.

Aggravated Stalking or Harassment

©2007 Nevada Supreme Court

Revised March 2010

1 An Application for an order pursuant to NRS 200.591 having been filed by the above-  
2 named Applicant(s), and the Court having reviewed said Application, and the Court  
3 having jurisdiction over the parties and the subject matter, and it appearing that sufficient  
4 representations have been made that you, the Adverse Party, have committed and/or are  
5 committing and/or remain a threat to commit the offense(s) of stalking, aggravated  
6 stalking, or harassment, and good cause appearing.

7 **YOU ARE HEREBY ORDERED** as follows: TO STAY 100 FEET AWAY  
8 FROM WHEREVER THE APPLICANT(S) IS FOUND

9 **YOU ARE PROHIBITED**, either directly or through an agent, from contacting,  
10 intimidating, using, attempting to use, or threatening the use of physical force, or  
11 otherwise interfering in any way with Applicant (**ROCHELLE A MCARTHUR**)  
12 and/or the following persons: including, but not limited to, in person, by  
13 telephone, through the mail, through electronic mail (e-mail), text messaging, facsimile,  
14 or through another person;

15 1. **YOU ARE ORDERED** to stay away from the following places:

16 ☒ Residence(s): 6849 Silver Eagle Avenue, Las Vegas, Nevada  
17 89122

18 ☒ Place(s) of Employment (Name & Address): 3611 S. Lindell  
Road, Las Vegas, Nevada 89103

☐ School(s):

☐ Other Specific Locations Frequented (Name & Address):

2. **OTHER CONDITIONS:**

1           3.     **UNLESS THE COURT ORDERS OTHERWISE, THIS ORDER WILL**  
2           **REMAIN IN EFFECT:**

3                 ☐ **UNTIL 11:59 P.M. ON THE DATE SET FORTH ON PAGE 1**

4                 ☒ **FOR 30 DAYS AFTER THIS ORDER IS SERVED. IF THIS ORDER**  
5                         **IS NOT SERVED WITHIN 30 DAYS OF ISSUANCE (DATE**  
6                         **ISSUED AS LISTED ON PAGE ONE OF THIS ORDER), THIS**  
7                         **ORDER WILL EXPIRE BY ITS OWN TERMS, AND A NEW**  
8                         **APPLICATION FOR AN ORDER MUST BE FILED IF**  
9                         **PROTECTION IS NEEDED.**

10               ☐ **THIS ORDER REMAINS IN EFFECT UNTIL THE HEARING**  
11                         **WHICH IS SCHEDULED FOR** .

12           4.     **YOU ARE HEREBY NOTIFIED THAT** if you are arrested for violating  
13           this order, you will not be admitted to bail sooner than 12 hours after your arrest if:

14                 (a) The arresting officer determines that such a violation is accompanied by a direct  
15                         or indirect threat of harm;

16                 (b) You have previously violated a temporary or extended order for protection; or

17                 (c) At the time of the violation or within 2 hours after the violation, you have:

18                         (1) A concentration of alcohol of 0.08 or more in your blood or breath; or

                       (2) An amount of a prohibited substance in your blood or urine that is equal to  
                       or greater than the amount set forth in subsection 3 of NRS 484C.110.

          5.     **IT IS FURTHER ORDERED** that the Clerk of the Court shall transmit a  
          copy of this Order together with the Application, to the Clark County Sheriff's Office and/or  
          any other appropriate law enforcement agency to attempt service on the adverse party(s).

6. **IT IS FURTHER ORDERED** that said law enforcement agency/process server must promptly attempt to serve this Order and the application upon the Adverse Party, without charge to the Applicant, and upon service file a return of service with the Court by the end of the next business day after service is made.

**NOTICE TO LAW ENFORCEMENT**

**Any law enforcement officer, with or without a warrant, may arrest and take into custody the Adverse Party, when the law enforcement officer has probable cause to believe that (a) an Order has been issued pursuant to NRS 200.591 against the Adverse Party; (b) the Adverse Party has been served with a copy of the Order; and (c) the Adverse Party is acting or has acted in violation of the Order. This arrest may occur regardless of whether the violation occurred in the officer's presence.**

**Any law enforcement agency in this state may enforce a Court Order issued pursuant to NRS 200.591 without regard to the county in which the Order is issued.**

IT IS SO ORDERED this 1 day of

day of

20/

**JUDGE CONRAD HAFEN**

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**PROOF OF SERVICE UPON ADVERSE PARTY**

I, the undersigned, personally served the Adverse Party above named with a copy of this Temporary Order for Protection Against Stalking, Aggravated Stalking or Harassment on the date set forth below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date of Service

\_\_\_\_\_  
Time of Service

**Applicant: Rochelle A Mcarthur**

**Adverse Party: Lynita S. Nelson**

**Case No.: 14PO1415**

Temporary Order for Protection Against Stalking,  
Aggravated Stalking or Harassment

©2007 Nevada Supreme Court

Revised March 2010

**Temporary Order for Protection Against  
Stalking, Aggravated Stalking, or Harassment  
State of Nevada NRS 200.591**

Case No. 14PO1415

**JC DEPARTMENT 14**

Las Vegas Justice Court  
County of Clark, State of Nevada

RECEIVED  
CLARK COUNTY SHERIFF  
2014 SEP 15 A 7:24

**APPLICANT**

**ROCHELLE A MCARTHUR**

And/or on behalf of the following person(s) (list name(s) and age(s)):

Name(s)

Age(s)

VS.

**ADVERSE PARTY**

**LYNITA S NELSON**

Adverse Party's Address and Phone Number:

3316 CHESTERBROK CT  
LAS VEGAS NV 89135  
N/A

<b>SEX</b> FEMALE	<b>RACE</b> WHITE	<b>DOB</b> 10/05/1961	<b>HT</b> 5 Ft. 7 In.	<b>WT</b> 130 Lbs.
<b>EYES</b>  BROWN	<b>HAIR</b>  BROWN	<b>DISTINGUISHING FEATURES</b>  UNKNOWN		
<b>ADVERSE PARTY VEHICLE INFORMATION</b>				
ACURA A4 2010-1 SNYSIDE				

CAUTION: ☐ ACCESS TO WEAPONS  
☐ OTHER:

**THE COURT HEREBY FINDS:**

*That it has jurisdiction over the parties and subject matter.*

**THE COURT HEREBY ORDERS:**

*That the Adverse Party be prohibited from committing further unlawful acts. Additional terms of this order are as set forth on the following pages.*

**The terms of this order shall expire:**

☐ At 11:59 p.m. on \_\_\_\_\_  
(MONTH) (DAY) (YEAR)

**unless otherwise ordered by the Court.**

☒ **30 days from the date of service, unless otherwise ordered by the Court**

*This Order may meet the Full Faith and Credit provisions of the Violence Against Women Act and may be enforceable in all 50 states, the District of Columbia, U.S. Territories and Indian Nations. All other courts and law enforcement with jurisdiction within the United States and all Indian Nations may give full faith and credit to this Order pursuant to 18 U.S.C. Sec. 2265. Violation of the Order may subject you to federal charges and punishment pursuant to 18 U.S.C. Sec. 2261(a)(1) and (2) and 2262(a)(1) and (2).*

09/10/2014 10:23:15 AM

*Karen Grand Heron*

CLERK OF THE COURT

RECEIVED  
CLARK COUNTY SHERIFF  
2014 SEP 15 A 7:24

**JUSTICE COURT, LAS VEGAS TOWNSHIP  
Clark County, Nevada**

Name of Plaintiff(s)

ROCHELLE A MCARTHUR

**VERSUS**

Name of Defendant(s)

LYNITA S. NELSON

Case No. 14PO1415

Department No. 14

**APPLICATION FOR ORDER  
FOR PROTECTION AGAINST:**

- ☒ Stalking, Aggravated  
Stalking, And/Or Harassment  
☐ Harm To Minors  
☐ Sexual Assault

1. I am applying for an Order for Protection (Check all that apply):

☒ For myself ☐ On behalf of another person(s).

2. Below is information relating to all persons for whom I am seeking protection, including myself:

NAME	AGE	RELATIONSHIP TO APPLICANT	RELATIONSHIP TO ADVERSE PARTY <small>(If seeking protection against multiple adverse parties, please also complete a Supplement to Order for Protection)</small>	DOE THIS PERSON LIVE WITH THE ADVERSE PARTY?
Rochelle McArthur	41	Self (if applicable)	Ex-Wife of Boss	No

3. I am filing this Application for the following reason(s) (Specifically explain why protection is needed for you and/or any persons for whom you are seeking protection. If you need additional space, use the Continuation Page):

See Attached

4. I or one of the parties seeking protection (select one) ☐ have ☒ have not made a report against the Adverse Party(s) to law enforcement. (NOTE: It is not necessary to file a law enforcement report but if such a report was made, please complete the following information. You may also wish to attach a copy of any such report):

The approximate date a report to law enforcement was made: N/A

The name of the law enforcement agency: N/A

The case/event number, if known: N/A

5. The following is a list of other relevant court actions (i.e. Temporary Protection Orders, evictions, divorce, custody, criminal, etc.) that I or a person for whom I am seeking protection have been involved with the Adverse Party:

Case # (if known)	County and State where the Court is Located	Approximate Date Filed
D-09-411537-D	Clark, Nevada	2009, i was sued on or around 2011

6. Do you or any of the parties seeking protection have children in common with the Adverse Party?

☐ Yes ☒ No

7. Do you or any of the parties seeking protection work at the same location as the Adverse Party?

☐ Yes ☒ No



**3. I am filing this application for the following Reasons: (from application form)**

On September 8th, 2014 at approximately 5:08 p.m, I left my place of employment, which is currently at 3611 S. Lindell Road, Ste 201, Las Vegas, NV 89103. I proceeded to walk downstairs from my office into a nearly empty parking lot except for one car in the parking lot. I believed all the Tenants had gone home and I was the last person leaving the building for the day as during normal business hours the parking lot is completely full and people are outside.

When I reached the bottom of the Walkway at the bottom of the stairway, I noticed a black Audi sitting in the parking lot aisle way behind my car, which was parked in the carport in the same space I park in everyday. I did not recognize who's car was sitting there until I had to walk in front of it to get to mine. I noticed it was Lynita Nelson (Adverse Party) sitting in her car. She looked at me picked up her phone and started to write something. I quickly got into my car after physically having to walk in front of hers and locked my doors.

I called my Husband quickly after at about 5:10 pm to explain to him what was going on and that I was afraid of what she might do because she just sat behind my car and would not move. She continued to sit behind my car for the next 40 minutes. I was afraid to get out of my car to ask her to move as in the past she sued me and named me personally as a party in her divorce proceedings with my current boss who is now her Ex-Husband.

Her charges against me have since been dismissed but this caused me undue stress and I feared in the future of what she might end up doing if she were ever alone with me as I've seen first hand her irrational behavior. I did not want to have to speak or see her again after that point.

This is just a brief history of why I felt threatened the night of September 8<sup>th</sup>, 2014 and afraid to approach her to ask her to let me back out as she would not budge from her position. (see attached photos)

I did not want to get off the phone with my husband as the parking lot was empty and I did not want to be alone. I thought maybe if I sat there long enough she would go away, she did not. At one point she got out of her car, walked the property, walked behind my car and got back into hers continuing to not move her car. At that point, I realized she was not going to leave. I had a discussion w/ my husband as to whether I should try to figure out a way to get around her and possibly back into her car trying to get out and if I'm able to drive away her chase me down the road, I go upstairs and her possibly approach me or me stay in the car hoping she would leave.

I decided to stay on the phone with my husband as I did not want to be alone and I would try to get upstairs to my office and lock the doors...The plan was that if she got out of her car or she tried to follow me I would be safe in the office and could call 911. She did not follow me up. After I arrived upstairs I noticed through the office windows she had finally moved her car to the other end of the parking lot and had started to slowly drive down the parking lot. She would stop and then go for a few feet and sit, then stop and then go and sit and finally she left the parking lot. After about 15 minutes I then felt she was gone and it was safe for me to leave and I did not want to involve the police at that point.

I'm requesting a protective order so that I can feel safe from the Adverse Party stalking me at least at my place of employment. I've included my residence as she knows where I live, although I do have security there. I would feel a little bit safer coming into my place of employment and coming onto or leaving the premises if an order was granted without the Adverse Party thinking it is ok to stalk me and sit behind my car for periods of time just trying to scare me when no one else is around and I'm all alone feeling threatened by what she may do or that she may try to harass or harm me in the process.

8. If a temporary protection order is granted, the sheriff will attempt to personally serve it on the Adverse Party. To the best of your knowledge:

a. Do you believe that the Adverse Party may react violently when served with any court papers?

☐ Yes ☐ No If yes, explain: Unknown

b. Does the Adverse Party have access to weapons?

☐ Yes ☐ No If yes, please describe the type and location of such weapon(s): unknown

c. Does the Adverse Party have a concealed weapons permit?

☐ Yes ☐ No unknown

d. Does the Adverse Party have any history of (Check all that apply):

☐ Physical violence. Explain: unk

☐ Violence with a weapon. Explain: unknown

☐ Mental health issues. Explain: Unknown

☐ Drug/alcohol abuse. Explain: unknown

☐ Outstanding/prior warrants? Explain: unknown

e. Are there any other safety considerations of which the court should be aware? Explain: unk

#### RELIEF REQUESTED

WHEREFORE, I request that a Temporary Protection Order be issued against the Adverse Party requiring the Adverse Party:

(1) To refrain from contacting, intimidating, threatening or otherwise interfering with me and/or the parties for whom I am seeking protection in this Application, either directly or through an agent.

(2) To stay away from the following locations (NOTE: If you do not want to disclose the addresses for any locations you want to Adverse Party to stay away from, you may check "Confidential" although this may limit law enforcement's ability to enforce any protection order that is ultimately granted):

i. Residences where protection is needed:

☐ ☐ CONFIDENTIAL (If confidential, do not list the address)

☒ ☐ Address, city, state and zip code: 6849 Silver Eagle Avenue, Las Vegas, NV 89122

ii. Place(s) of employment where protection is needed:

☐ ☐ CONFIDENTIAL (If confidential, do not list the address)

☒ ☐ Address, city, state and zip code: 3611 S Lindell Road, Suite 201 Las Vegas, NV 89103

iii. School(s) where protection is needed:

☐ ☐ CONFIDENTIAL (If confidential, do not list the address)

☐ ☐ Address, city, state and zip code: N/A

iv. Other specific locations where protection is needed:

☐ ☐ CONFIDENTIAL (If confidential, do not list the address)

☐ ☐ Address, city, state and zip code: N/A

I FURTHER REQUEST that the Court order as follows: to enforce protective order

Per NRS 53.045, "I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct."

9-10-2014  
(Date)

Rochelle McArthur  
(Type or Print Name)

Rochelle McArthur  
(Signature)

Original-File Copy-Plaintiff Copy-Defendant

09/10/2014 10:24:39 AM

*Karen Grand Heron*

CLERK OF THE COURT

JUSTICE COURT, LAS VEGAS TOWNSHIP  
Clark County, Nevada

Name of Applicant(s)  
Rochelle A. McArthur

Case No. 14PO1415

Department No. 14

NOTICE OF FILING OF  
EXHIBIT(S) TO  
APPLICATION FOR ORDER  
FOR PROTECTION

VERSUS

Lynita S. Nelson

COMES NOW, the Applicant(s) and hereby files Exhibit(s) to the Application for Order described as follows: (describe what exhibits you are filing, i.e. police reports, photographs, etc.):

1. Photographs indicating where adverse party's vehicle was in relation to applicants parked vehicle in carport. 2. Screen shot of Applicant's call log indicating time spent on phone w/ Applicant's Husband during incident (timeframe) while unable to get out of carport.

3. Statement from Applicant's Husband related to his conversation with Applicant during the incident.

Per NRS 53.045, "I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct."

9-10-14

(Date)

Rochelle McArthur

(Type or Print Name)

(Signature)

Original-File Copy-Applicant Copy-Adverse Party

RECEIVED  
CLARK COUNTY SHERIFF  
2014 SEP 15 A 7:24

Statement of Mark McArthur, husband of applicant Rochelle McArthur

Regarding incident described in attached application.

On September 8, 2014 at 5:11 pm I received a phone call from my wife Rochelle McArthur (applicant) as she was leaving work. She was in a distressed state as she was crying and expressed she was afraid for her life. Rochelle explained Lynita Nelson (adverse party) parked her car, a black Audi sedan, behind my wife's Toyota RAV4 blocking her exit which ended up taking 40 minutes for Lynita to move.

My wife has known Mrs. Nelson for over 13 years as she has been employed by her ex-husband Eric Nelson. As I understand the history between my wife and Lynita is tied to Rochelle being an employee of Nelson and Associates during the long and dramatic divorce of Eric and Lynita. At times the divorce proceedings have involved Rochelle through collecting paperwork requested by the court and in one instance Lynita filed a lawsuit against Rochelle which was later dismissed. Rochelle has stated to me in the past that she never wanted to talk with Lynita again fearing another lawsuit or any other threatening situation due to the adverse party's unpredictable nature. Knowing this about their past history this incident brought up years of fear of what Lynita might do.

Rochelle explained that as she was walking out she noticed there was an Audi parked behind her car which blocked her from backing up. As she looked to see who it might be she realized that it was Lynita Nelson (Adverse party). Rochelle decided to immediately get into her car and call me to talk about what she should do. Crying and distraught my wife explained the location of the Audi and how she was fearful to backup as she might hit the car. Rochelle said the parking lot was empty except one car at the other end of the lot. She also described how she did not want to get out as she had no interest in confronting her with no one else around. The sense of fear was real and as her husband I felt terrible about not being able to be there to protect her.

During the time on the phone we discussed the possibilities of either calling the police, taking video, or having me travel across town 30 minutes to help. Throughout the conversation my wife kept saying that she wanted to stay on the phone with me. She felt safer being able to talk through the situation rather than trying to involve anyone else. I agreed, but said that if this progressed longer she would need to contact police. At one point, Lynita stepped out of the Audi to walk around the property for a moment, but went back to sitting in her car while the vehicle maintained the same position.

After 40 minutes of both being in their cars maintaining the same position I talked my wife into walking back into the office which is located on the second floor to get to a safer location behind locked doors. Once there, the plan was to get off the phone with me and call the police. She walked out of her car, passed in front of Lynita's car and walked up the stairs. In the process of walking upstairs my wife said the adverse party's car had moved and was now further down the parking lot. I told Rochelle to hang up and video tape what happens next then call the police if she felt threatened further. Rochelle took a short video which showed the Audi moving slowly around the parking lot with no clear purpose. However, shortly the car left and Rochelle no longer felt threatened and chose not to call the police.

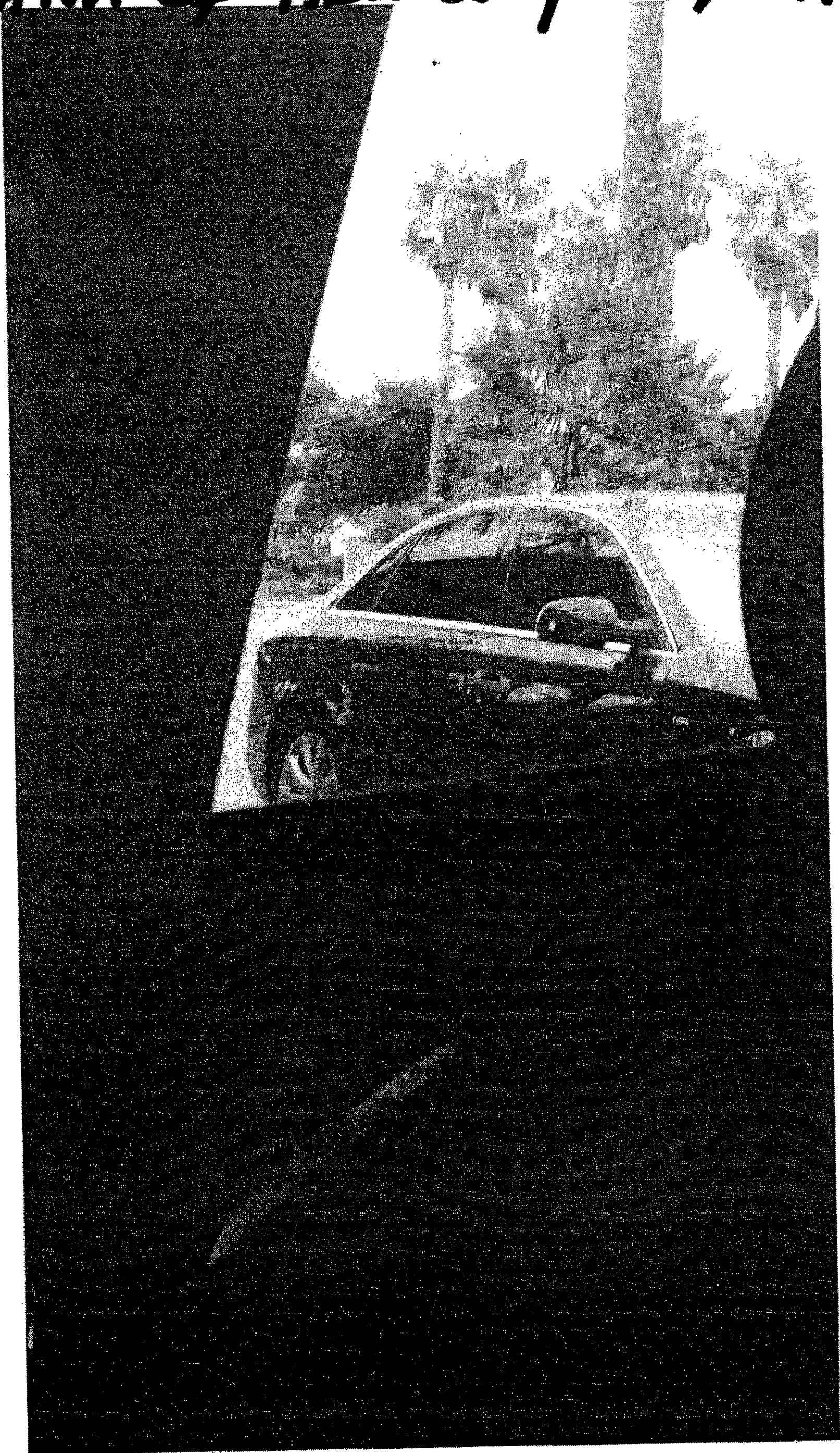
Lynita watched Rochelle enter her Toyota, watched her sit for 40 minutes, and watched her walk back upstairs without choosing to relieve the tension she had created by the intentional positioning of her vehicle. Even though there was no confrontation or verbal discourse this was a clear act of

intimidation. When confronted with this situation my wife felt as though her life was being threatened and at the least an intentional disruption of her peace of mind. This order will go a long way to help my wife to feel safe going to work so she can complete her daily tasks knowing she is protected.

A handwritten signature in black ink, appearing to read 'Mark McArthur', written over a horizontal line.

Mark McArthur

Position of ADVERSE Party CAR





[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

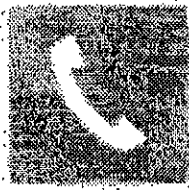
# Phone Timestamp

Sent from my Verizon Wireless 4G LTE smartphone



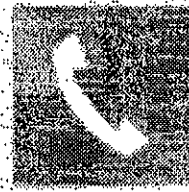
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0 hr 25 min 22 sec



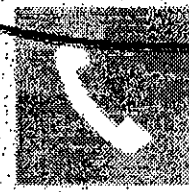
→ 5:55 PM

0 hr 47 min 0 sec



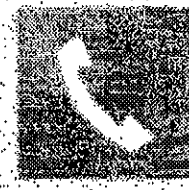
→ 5:10 PM

0 hr 38 min 25 sec



→ 5:10 PM

0 hr 0 min 29 sec



← 3:59 PM

0 hr 32 min 0 sec

Call  
to  
Holoand  
Time on  
Phone w/  
him.  
During  
Incident



# Exhibit “P”



# Justice Court, Las Vegas Township

Clark County Courthouse  
200 S Lewis Avenue • PO Box 552511 • Las Vegas NV 89155-2511  
(702) 671-3165 • Fax (702) 388-4461  
[www.co.clark.nv.us/justicecourt\\_lv/welcome.htm](http://www.co.clark.nv.us/justicecourt_lv/welcome.htm)

Case #: 14PO1415

October 20, 2014

ROBERT PAUL DICKERSON, ESQ  
1745 VILLAGE CENTER CIRCLE  
LAS VEGAS NV 89134

This letter is to inform you that the **Motion filed** regarding the Protective Order was **GRANTED**. (Please see enclosed Motion Order.)

If you have any questions, contact the Protective Order unit at (702) 671-3165.

Protective Order Unit

Cc: file/Nicole McIntosh

RECEIVED

OCT 22 2014

IN THE JUSTICE COURT OF LAS VEGAS TOWNSHIP  
COUNTY OF CLARK, STATE OF NEVADA

Rochelle A McArthur, Applicant

vs.

Lynita S Nelson, Adverse Party(s)

**MOTION ORDER**

Case No.: 14PO1415

JC DEPARTMENT 14

**The motion to:**

- ☐ Withdrawal of Affidavit (prior to Judicial decision)  
☐ Modification  
☒ Dissolution (after Judicial decision)  
☐ Order to Show Cause regarding Contempt  
☐ Other:

Having been filed by: ☐ Applicant ☒ Adverse Party(s)

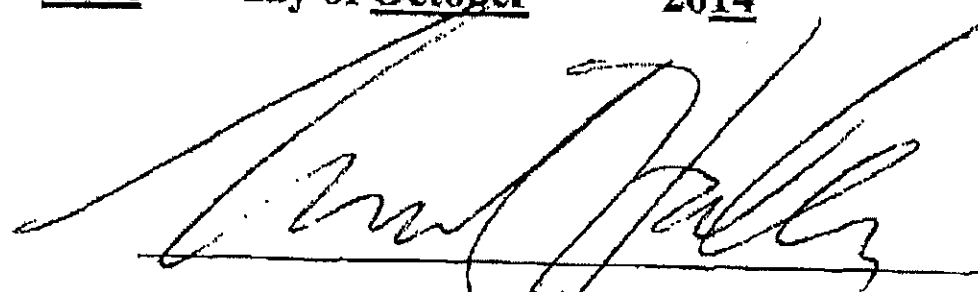
I HEREBY ORDER: ☐ Other:  
☐ Motion is DENIED ☒ Motion is GRANTED

☐ Motion is SET TO BE HEARD on the \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_  
at \_\_\_\_ am/pm in Department \_\_\_\_ located at 200 Lewis Ave,  
on the \_\_\_\_ Floor, Courtroom \_\_\_\_, Las Vegas, NV 89155.

☐ The current Protection Order will stay in effect until the hearing.

☐ You are HEREBY ORDERED to show cause as to why you should not be held in  
CONTEMPT OF COURT.

DATED this 20th day of October 2014

  
JUDGE CONRAD HAFEN

# Exhibit “Q”

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[Location : Justice Court](#) [Help](#)

## REGISTER OF ACTIONS

CASE No. 14M31389X

State of Nevada vs. NELSON, ERIC LEE

§  
§  
§  
§  
§

Case Type: **Misdemeanor**  
Date Filed: **11/07/2014**  
Location: **JC Department 10**

### PARTY INFORMATION

#### Lead Attorneys

Defendant **NELSON, ERIC LEE**

State of  
Nevada

State of Nevada

### CHARGE INFORMATION

Charges: NELSON, ERIC LEE	Statute	Level	Date
1. Dom battery, (1st) [50235]	200.485.1a	Misdemeanor	11/05/2014

### EVENTS & ORDERS OF THE COURT

#### OTHER EVENTS AND HEARINGS

11/05/2014	CTrack Track Assignment JC06
11/07/2014	Criminal Complaint
11/07/2014	Filed Under Seal
11/07/2014	Summons Issued In Lieu Of Arrest
12/08/2014	Arraignment (8:30 AM) (Judicial Officer Tobiasson, Melanie A.)



# OFFICE OF THE DISTRICT ATTORNEY

## VICTIM WITNESS ASSISTANCE CENTER

STEVEN B. WOLFSON  
District Attorney

CHRISTOPHER J. LALLI  
Assistant District Attorney

TERESA M. LOWRY  
Assistant District Attorney

MARY-ANNE MILLER  
County Counsel

Magann N. Jordan, MA  
Program Administrator

11/05/2014

NELSON, LYNITA  
3316 CHESTERBROOK CT  
LAS VEGAS, NV 89135

Plaintiff: State of Nevada  
VS  
Defendant: NELSON, ERIC LEE  
J.C. File NO: 14M31389X  
Charges: DOMESTIC CRIME

A criminal complaint was recently filed in the Clark County Justice Court against the above named defendant. You have been included on the witness list for this case and you may receive a subpoena from the District Attorney's office. The subpoena will indicate a date for a misdemeanor trial. **This is a notification letter only and does not indicate a court appearance.**

In order to better serve you, please keep us informed of any changes in your address, phone number or place of employment. **Please call our office should you change your address, so that we may keep our records updated.** Our office can provide various services to meet your needs as a victim/witness, such as language interpreters and accommodation of physical needs.

A victim/witness advocate is assigned to this case to assist you as the case proceeds through the court system. If you have any questions, have sustained any injuries, property damage or loss due to this crime, please contact us at 702-671-2525. **Please refer to the JC File number listed above when calling for information.** We will assist you or refer you to the appropriate agency. **Your rights and duties are explained on the reverse side of this letter.** **Please read and familiarize yourselves with them prior to any court appearances.**

STEVEN B. WOLFSON  
DISTRICT ATTORNEY

BY: Magann N. Jordan, MA  
PROGRAM ADMINISTRATOR

# Exhibit “R”







# Exhibit “S”