

1 unnecessary for anybody to prepare an accounting for times
2 prior to that.

3 MS. PROVOST: Well, these are -- these are property
4 -- this is property that was owned by Mrs. Nelson all along --

5 THE COURT: I think she owned it before.

6 MS. PROVOST: -- so --

7 THE COURT: Didn't she owned it before the divorce
8 decree? I think she's entitled --

9 MS. PROVOST: It's her own property.

10 THE COURT: I think she's entitled to an accounting
11 as far back as they go for the May 2009 since it's her
12 property. This was not something that was taken and
13 transferred on that. It was her property. She has a right to
14 get this stuff. She should have had it before.

15 And that was the problem on that. We have other
16 people managing. She has a right to get an accounting of all
17 her properties especially that she had before -- I do
18 understand if it was ELN and I transferred it and I understand
19 that, but I don't think that argument holds water because it
20 was her property before. That's not at issue. The issue is
21 if she wants an accounting to make sure that she got what she
22 was entitled to. I think she's entitled to it.

23 So we'll open discovery for that very limited
24 purpose as to the Mississippi RV park. And that can go all

1 the way back to May 6th, 2009 if they want.

2 MS. PROVOST: Your Honor, with respect to the
3 Mississippi property, we -- Your Honor had previously ordered
4 that they need to be executed. These have been prepared, but
5 these have been tendered. We're still waiting for execution.
6 So we would like to have Your Honor issue a ruling as to the
7 date that these -- these are to be executed. These have
8 already been vetted by the ELN Trust. These are the deeds
9 that they requested certain changes be made. Those changes
10 were made. And now at this point in time all we need is
11 execution because Your Honor has indicated that you are not
12 saying the decree and you're not staying the transfer of
13 property.

14 MR. LUSZECK: Your Honor, we did request a quitclaim
15 deed upon reviewing them. Once again they're representing
16 that there was consideration that's being paid for the
17 transfers of the deeds. There has been no considering --
18 consideration being paid.

19 The sole reason why they're being transferred over
20 is pursuant to this Court's orders. And we wanted to actually
21 accurately reflect that fact.

22 THE COURT: So it kind of a issue that's pursuant
23 to --

24 MR. LUSZECK: I -- I can get them to --

1 THE COURT: -- the court order issue in decree
2 number blah, blah, blah, blah, blah quitclaim. Can't that
3 language be entered? Is that causing --

4 MS. PROVOST: So I would have to confirm with
5 minutes counsel, Your Honor. We had these specifically
6 prepared by Mississippi counsel so that they would be valid in
7 Mississippi. The concern is that if they want to just put
8 something in it and it causes a problem and title in
9 Mississippi, now the problem is hers.

10 THE COURT: And what does -- and what does
11 consideration matter if it's a quitclaim deed? If you're
12 getting warranty deeds, I would understand that, but a
13 quitclaim deed is just saying I'm not saying I even have an
14 ownership. I'm just saying anything that I do own I'm
15 quitting my claim on.

16 So I'm not sure your concern on that how that would
17 impact that because if it was a quitclaim deed, there's no
18 warranty like if there was a warranty deed, because you're
19 showing quid pro quo, but on that all you're just saying is
20 we're not even saying we own anything. We're just saying any
21 ownership interest we have we quit. So I'm not sure why
22 consideration would matter. I mean, does it -- other than
23 you --

24 MR. LUSZECK: Well, it's just factually inaccurate.

1 There's no consideration it's being paid. The ELN Trust is
2 being forced to sign this --

3 THE COURT: So you're concerned that would be a
4 fraudulent document --

5 MR. LUSZECK: -- pursuant to a court order.

6 MR. KARACSONYI: Well, the decree is the
7 consideration, but --

8 THE COURT: Yeah.

9 MR. LUSZECK: Well, that's the court order.

10 THE COURT: Yeah.

11 MR. LUSZECK: But they're being forced to doing
12 that. So I don't think it's factually accurate. And I think
13 there's some concern that the ELN Trust may be waiving any
14 type of I guess future claim that potentially we may have
15 against Lynita and/or the LSN Trust and wants to further avoid
16 any arguments to a contrary.

17 THE COURT: Yeah. We'll look at that. I mean, I
18 think you're right. It's basically however they want to award
19 it or in consideration or pursuant to the divorce decree
20 issued in this case, blah, blah, blah, we hereby quitclaim
21 meaning just we have on that property that's the issue. If it
22 cause any problem for Mississippi, let me know. But let's get
23 that done and let's get those done. Do you have a -- can you
24 get --

1 MS. PROVOST: We can speak Mr. -- Mississippi
2 counsel between now and the arbitrary hearing next week Your
3 Honor and we'll let you know --

4 THE COURT: Okay.

5 MS. PROVOST: -- whether or not Mississippi counsel
6 has an issue with it. But if they don't have an issue with
7 it, then we can do the language pursuant to the Court's order.
8 If they do have an issue with it, we'll be able to let you
9 know why that's a problem. I'll also see whether or not
10 Mississippi counsel may possibly be able to be available by
11 phone if we need to contact them. I -- I can't represent
12 whether they are or they're not, but I can make that attempt.

13 And if Mr. Luszeck is -- is willing, I'm also --
14 it's also possible to potentially have a joint telephone
15 conference with Mississippi counsel to see if we can come to
16 some type of a resolution. We really just need the deeds to
17 transfer so that Ms. Nelson has ownership of the property.

18 THE COURT: Yeah, I think that --

19 MS. PROVOST: So that's what we're looking to get --

20 THE COURT: Yeah.

21 MS. PROVOST: -- Your Honor.

22 THE COURT: And I think your position is basically
23 it's kind of not an accurate document on that in a sense that
24 it doesn't accurately reflect what happens. But I think

1 whatever the wording is it -- where they're willing to go in
2 consideration of the divorce decree directed by the Court
3 however they want to word it, I guess. See if that works on
4 that.

5 But we'll put that on the status check at the next
6 because I want to come back early next week with specific
7 findings so that you got something that you could take up to
8 the supreme court because they're going to need a written
9 order. So we're going to have to sit there and make some
10 specific findings for you so -- on all these issues for both
11 sides for that matter.

12 Now there was some talk about -- wasn't there an
13 issue about grazing rights or something? Is that an issue at
14 the Wyoming Downs acres? Is that something I need to address
15 or no? Is there anything else that I need to address? I know
16 we talked about the quitclaim deeds. Is there anything else
17 that I missed?

18 MS. PROVOST: Give me one second, Your Honor. I
19 didn't have that on my list and I was trying to remember if it
20 was because it's a moot point or not.

21 THE COURT: I thought I read something about --

22 MS. PROVOST: But I don't know how to tell you that.

23 THE COURT: -- some grazing rights to her acres that
24 are adjacent to the Wyoming Downs but you didn't know if there

1 was anything -- I think the response was that that was no
2 consideration paid to grazing rights, but I don't know if
3 that's an issue or not an issue. But I just remember reading
4 that somewhere. I'm looking where I --

5 MS. PROVOST: Yes. With respect to the Wyoming
6 property, Your Honor, the representation which has been made
7 in the opposition and I believe it was by letter from Mr.
8 Luszeck was that Eric and the ELN Trust don't have and haven't
9 entered into any agreements for grazing rights on Lynita's
10 Wyoming property. However, the representations to Lynita as
11 confirmed by the text messages exchanged between her and Mr.
12 Roberts suggest that Mr. Roberts did in fact have contracts
13 with Eric and Paul. Paul, we assume to be Paul Nelson which
14 is Mr. Nelson's brother. But quote, not this year.

15 He has been paying money and income to Eric for use
16 of Mrs. Nelson's Wyoming property. We would ask for this
17 Court to inquiry Mr. Nelson as to the truth with respect to
18 the Wyoming property and then we need an accounting with
19 respect to the income that he has in fact been receiving for
20 the Wyoming property.

21 THE COURT: ok Mr. Nelson, why don't we raise your
22 right hand. Why don't we swear you in there and we're going
23 to ask you so we can have -- see if we can get this resolved.

24 THE CLERK: You do solemnly swear the testimony

1 you're about to give in this action shall be the truth, the
2 whole truth and nothing but the truth, so help you God?

3 MR. NELSON: I do.

4 THE CLERK: Thank you.

5 THE COURT: Mr. Nelson, as you know the issue had
6 been raised about some grazing rights to -- I think it was Mr.
7 Brandon C. Roberts who was the -- was granted grazing rights
8 to the 200 acres and the LSN owns next to the adjacent through
9 Wyoming Downs. And I believe the understanding or I read
10 somewhere I thought was saying that there was no exchange of
11 value but I'm not sure where it came from. But what's going
12 on with the grazing?

13 MR. NELSON: To bring the Court up-to-date, the
14 property was originally deeded into Lynita's name and was held
15 and collectedly in an agreement with Paul Nelson, Alita Nelson
16 and Lynita, Paul being 50 percent, Alita being 10 percent,
17 Lynita being 40 percent. Unfortunately, that agreement has
18 been, you know, not respected by the LSN.

19 As for me, I'm not aware of any money that I
20 received. Paul may have received money, so she can go to Paul
21 and ask him on that. Mr. Brandon did maintenance up there on
22 the 200 acres, so I'm not quite sure there. But as far as me
23 and my trust, I'm not aware of any money. If he provides
24 documents to show that, I'm happy to reimburse her. That

1 property wasn't deeded til probably 2006. So, you know, it
2 can't be that long.

3 He does do maintenance on the racetrack side of
4 things. There is grazing on that area, very minimal. And I
5 don't know if I received any money on that either. So the
6 answer is I'm not aware of any money. I can't see why he
7 can't provide them something that we can take a look at, but
8 we haven't -- we didn't see anything at least from the debate
9 of the divorce decree is that that's the date we've been
10 going. I gave you a full accounting on everything from 6/13
11 on everything that I'm aware of.

12 THE COURT: As for --

13 MR. NELSON: We're going back on these other dates
14 here. I don't know what to tell you.

15 THE COURT: Do you want to issue a subpoena Mr.
16 Roberts to see if any documentation he have or are you done
17 with that or would you want to do on that to see if there is
18 any agreement?

19 MS. PROVOST: If Your Honor will authorize a
20 subpoena to be issued to Mr. Roberts as well as to Paul
21 Nelson.

22 THE COURT: Sure. I guess -- well, let's get
23 through it and see if there is anything. If Mr. -- Eric
24 Nelson indicate that he's no -- no money exchanged at least

1 through his part, if there is something there and he's making
2 money off that land, you're entitled to your portion of the
3 proceeds if that is being done at least with no one going on
4 there, because I know -- I don't know how it is in Wyoming,
5 but I know in Nevada grazing rights are a big issue. And we
6 know that with --

7 MR. NELSON: It will be minimal up there, believe
8 me.

9 THE COURT: Because I imagine that they --

10 MR. LUSZECK: Your Honor, why are we even doing more
11 discovery if -- why can't she just ask Mr. Roberts for that
12 documentation? Why does the subpoena -- why does discovery
13 need to be open and this thing being dragged out longer?

14 THE COURT: Well, I take it normally if they send
15 someone a letter they blow you off. If you want to give it to
16 it, I'll subpoena, fine, but normally when you do it, they
17 blow you off and you get a subpoena and you're normally a
18 little bit more oops, I better answer it. So I mean, that's
19 the issue. If you'll answer it without it, great. If I give
20 you that information you need, many times they won't do that
21 because they're worried about a CYA too if they got business
22 partners. So I don't know. But if it's not needed --

23 MR. LUSZECK: Well, and --

24 THE COURT: -- I'm fine.

1 MR. LUSZECK: -- these texts are mentioned as
2 Exhibit R. They're not in my Exhibit R. I don't -- I have
3 never seen -- But I mean, isn't there more information?
4 Doesn't he have more information than what's being told?

5 THE COURT: I don't know. I haven't talked to Mr.
6 Roberts. I mean, are you willing to tell on that? I don't
7 know. But if you're not, if it's not, then they don't need
8 to. If it is, all they want to know is what's out there. If
9 he's got -- saying I'm paying money and I'm paying X amount of
10 dollars to so and so and so and so, well, then --

11 MR. KARACSONYI: Well, I -- it --

12 THE COURT: -- the document's fine. If not, it's
13 -- the subpoena -- my issue is normally if you just call and
14 send a letter, most business people will tell you I ain't
15 telling you nothing without a court order or a subpoena
16 because a business. Some people don't want to --

17 MR. KARACSONYI: Plus they can't be held responsible
18 if the information they give you isn't accurate if it's not --
19 if it's not properly subpoenaed. And I don't understand -- I
20 mean, if it's her property, she's certainly entitled to any
21 records pertained to the property. I don't even see where
22 they have standing to even challenge anything related to her
23 own property. She just wants to get her own records
24 basically.

1 THE COURT: I think -- I think --

2 MR. LUSZECK: I think our understanding is we want
3 this thing to come to a resolution and we don't want all these
4 new issues to be raised by them re-opening discovery on a
5 thousand different issues.

6 THE COURT: Well, I don't think this would impact
7 the -- the ELN Trust unless -- then there's a person between
8 Mr. Nelson and Paul Nelson. I don't think it had anything to
9 do with the ELN Trust, but I could be wrong, I guess. But
10 we'll authorize that as to Mr. Roberts as far as subpoena for
11 documentation as any grazing rights or income from that. And
12 again, I don't think my issue is -- my understanding is this
13 is between Mr. Nelson, his brother Paul Nelson and the Lynita
14 Trust on that. So the ELN Trust shouldn't even be in it I
15 would guess.

16 MR. NELSON: Yeah. That's agreed.

17 THE COURT: Okay. Anything else before we --

18 MS. PROVOST: I think the last issue Your Honor is
19 the ruling on the attorney's fees from the contempt
20 proceeding, but I'm assuming you're not prepared to issue
21 that.

22 THE COURT: Yeah, I have to look at that. We're
23 looking at -- I think there was left side filed, wasn't it?
24 Was it left side filed? Well, we're looking for the

1 accounting and memorandum of costs, because -- because they
2 did think you're entitled to that under for the contempt
3 finding. I think by statute and title I did not -- I was
4 looking for the memorandum of costs before today.

5 MS. PROVOST: It was submitted June 3rd, 2014.

6 THE COURT: Was it filed on the left side or was it
7 just a courtesy copy? That's my issue is --

8 MS. PROVOST: It was filed Your Honor --

9 THE COURT: Okay.

10 MS. PROVOST: -- with this court June 3rd, 2014 --

11 THE COURT: Okay. Let me --

12 MS. PROVOST: -- for \$21,315 in fees and \$972.24 in
13 costs.

14 THE COURT: Okay. Let me look at that because I was
15 looking for it before to try to get that done and I couldn't
16 find it on that. But if it's filed, I might have --

17 MS. FORSBERG: Your Honor --

18 THE COURT: -- there's so many documents in there
19 that I could have missed it somewhere.

20 MS. FORSBERG: Your Honor, to clarify one point of
21 law on that issue is Ms. Provost says that we didn't oppose
22 it. We opposed it even in this court. So if we need a formal
23 written opposition, certainly we would do that. But I didn't
24 think that's what the Court was asking.

1 THE COURT: As to the attorney's fees --

2 MS. FORSBERG: So we clearly --

3 THE COURT: -- the amount?

4 MS. FORSBERG: Yes. We have oppose -- we opposed
5 that when we were here if you recall.

6 THE COURT: And I said I needed to get the
7 memorandum of costs and fees to make a decision.

8 MS. FORSBERG: Yeah, to see if it was reasonable
9 and --

10 MS. PROVOST: I don't believe we covered the
11 deductions for health insurance. Does -- did Your Honor want
12 to go through that now or did Your Honor want to defer it?

13 THE COURT: Let me look at all those and get those,
14 because not only that, I know there was the offset for health
15 deductions which are dealt with the kids and the family. And
16 I remember we --

17 MS. PROVOST: On -- on the children, Your Honor --

18 THE COURT: -- looked at that back in September I
19 think it was.

20 MS. PROVOST: On the children's, Your Honor, Mr.
21 Nelson has been court ordered by the decree to provide the
22 health insurance, yet he continues to deduct it. And then the
23 question becomes were the dates prior to the decree whether or
24 not Your Honor finds that it is an appropriate deduction prior

1 to the decree, but --

2 MS. FORSBERG: I think --

3 MS. PROVOST: -- post-decree, Your Honor's decree is
4 clear that that falls -- that expense falls on Mr. Nelson. He
5 should not be requiring Mrs. Nelson to pay for the children's
6 health insurance. We have agreed and -- and we have always
7 represented that post-decree Mrs. Nelson would cover her own
8 health insurance and she is not seeking for those amounts to
9 be removed. But pre-decree Your Honor we have argued that Mr.
10 Nelson in your -- in your lack of issuing support orders and
11 instead continuing the status quo that Mr. Nelson should be
12 providing that.

13 To note from Mr. Bertsch's reports, that expense was
14 always paid by Dynasty Development.

15 THE COURT: Dynasty Development.

16 MS. PROVOST: Now only after Your Honor awards the
17 Lindell property to Mrs. Nelson he's all of a sudden now these
18 expenses being ignored and -- and attributable to the Lindell
19 property as opposed to Mr. Nelson's other corporate entities.

20 So we believe it's yet another invalid attempt to
21 deduct from the amounts that are legitimately due to Mrs.
22 Nelson.

23 THE COURT: If I remember, I think it was 5,792.19
24 from 2010, 7,424.64 for 2011, 8,747.24 for 2012 and then

1 through January 2013 through the decree of June 2013 I think
2 it was \$5,256.06. I think the decree was clear that anything
3 post-decree was his responsibility. And the issue is what
4 type of offset was fair as he deducted those from the Dynasty
5 Development I think was the records if I remember that.

6 MS. PROVOST: That's correct, Your Honor.

7 THE COURT: So I owe you one on that one. I think
8 that was already argued and I dropped the ball. So I owe you
9 one on the health insurance issues and any attorney's fees on
10 the contempt.

11 MR. NELSON: Your Honor, if I may.

12 THE COURT: Sure.

13 MR. NELSON: I just want to remind the Court the way
14 I design on purchasing and managing trusts were to we
15 accumulated to pay all the expenses from this account to that
16 account. Lynita's awarded over \$10,000,000 in assets. And so
17 we agreed that we would be paying the -- the insurance for her
18 to maintain it, but she would be responsible if I understand
19 that it comes from those claims from being on the community
20 property side of it. Now it's on the LSN side of it.

21 So Dynasty when they got rents from the RV park, she
22 paid her portion and I paid my portion. And that's the way it
23 went with all the children, their college, their expenses,
24 their health insurance, their private school. And that's why

1 we did it that and that's why I thought 6 -- 6/3 or whatever
2 the divorce was, 13, is a date that was pretty specific I felt
3 anyway.

4 THE COURT: Okay. Yeah, and I know we heard that
5 argument before. I know you won on that one.

6 MS. PROVOST: And obviously Your Honor I don't even
7 know that it's necessary for a specific ruling, but I am going
8 to raise the issue with Mr. Nelson, added it as a deduction
9 and it was addressed through our motion these attempts to
10 deduct or attempts to make claims that Ms. Nelson should be
11 paying for Garrett, the adult child's schooling. I just don't
12 want this to keep coming up, Your Honor.

13 I don't think -- it's pretty clear. He's not a
14 minor child. They have moral obligations to him. They can do
15 what they need to do, but any deduction attempts for Garrett's
16 tuition or Garrett's expenses or Garrett's health insurance
17 should be denied.

18 THE COURT: And I think Garrett's 20 years old now,
19 isn't he?

20 MS. NELSON: Yes, he is.

21 MS. PROVOST: It's something like that.

22 THE COURT: I think he's 20 years old September
23 13th, 2000 -- and '94 was his birthday, right? So 13/94. So
24 he's 20 years old.

1 MS. FORSBERG: I understand, Your Honor. And part
2 of the argument of course was that she was asked to sign the
3 documents and she wouldn't. That's why they had to pay it.
4 And that already promised him -- they together. And now all
5 of sudden she doesn't want to. You know, I understand the
6 Court's position on that, but --

7 MR. NELSON: If she would have signed that, they
8 were given full ride scholarship.

9 THE COURT: Well, I mean, that's up for parents to
10 decide on that. I don't get into education even when they're
11 minors. I don't decide if kids go to private school or not.
12 The parents need to do that. If they're an adult, someone
13 wants to pay, great. If not, you can tell them I paid your
14 tuition because Mom wouldn't pay half, whatever, and then the
15 -- the adult can decide that. But I don't think there's any
16 obligation to pay college for an adult or any other health
17 coverage for an adult. So unless he's disabled, I think
18 there's some case law if someone's disabled.

19 But the child's not disabled. So he's an adult. So
20 there's no offsets for Garrett Nelson. There should be no
21 offsets since we terminated I think back when he graduated
22 from high school or wasn't it back in June when he graduated.
23 I think it was when we terminated which would have been -- it
24 would have been what, 90 -- 2012. Is that when we -- I'm not

1 sure we terminated as to him on that or he aged out, because I
2 know it's 18 or til you graduate from high school. I forgot
3 what that was.

4 MR. NELSON: Can I say something? Your Honor, if I
5 may.

6 THE COURT: Sure.

7 MR. NELSON: The school -- I'm very proud of Garrett
8 going to school back in Pennsylvania. And when I contacted
9 them, they said he had received a full ride scholarship if the
10 individual that was his guardian would fill out the paperwork
11 for the course of his college life there. Lynita refused to
12 sign it. And in refusing to sign it, then we -- then I was
13 stuck with the bill, it would have been zero. So I thought 50
14 percent was easily fair for a young man that's worked that
15 hard to get to college and get into the Ivy League and then
16 for her not to do the paperwork just because she was concerned
17 with liability is a grave concern.

18 THE COURT: That's a moral -- that's a moral, not a
19 legal issue. I mean, people based on what they want to do.
20 As far as when they -- think there's no entitlement to require
21 her to pay 50 percent, I mean, you guys do what you're going
22 to do. And I imagine you do what's best for the -- for the
23 young man. And he can deal with it from there. Did you want
24 to be heard on this since you made a representation? So if

1 you want to --

2 MS. NELSON: May I please, Your Honor?

3 THE COURT: Sure.

4 MS. NELSON: The document that was recommended to my

5 son to have me sign from his father was a FAFSA form. It was

6 a FAFSA form that I was given.

7 THE COURT: What does that mean? I'm not sure if --

8 MS. PROVOST: It's a financial aid form for --

9 THE COURT: Oh.

10 MS. PROVOST: -- Pell Grants and --

11 THE COURT: It's a Pell Grant.

12 MS. NELSON: It's a government --

13 MS. PROVOST: -- things like that. It has --

14 MS. NELSON: It's a government --

15 MS. PROVOST: -- nothing to do with --

16 MS. NELSON: -- financial form.

17 THE COURT: Government, oh, statement on that and

18 needs like that based on -- to be eligible for grants.

19 MS. NELSON: Is what I --

20 MR. KARACSONYI: Exactly. To see if -- to see --

21 MS. NELSON: Exactly. There was no discussion from

22 my son. He was trying to protect me, I believe. Protect his

23 -- his father as well in the situation to keep me from, you

24 know, being emotionally drug into it as he had and has been

1 for many years.

2 THE COURT: From day one. I remember --

3 MS. NELSON: Right.

4 THE COURT: -- the emails to the whole family and
5 everyone --

6 MS. NELSON: Yes.

7 THE COURT: -- in the world --

8 MS. NELSON: Yes.

9 THE COURT: -- when we started this. I remember
10 this case from day one hearing everyone's business in there
11 and business people and there was an update with emails
12 dragging everybody in.

13 MS. NELSON: Yes, I appreciate you --

14 THE COURT: Unfortunately.

15 MS. NELSON: -- remembering that. There was not any
16 discussion and I believe it would have been inappropriate
17 anyway for emails in that to be -- the representation that's
18 been given here today, none of that was discussed with our
19 son. He -- he didn't convey any of that. I just -- I just
20 want to be able to clarify the dishonesty and the
21 misrepresentation that continues. That's all.

22 THE COURT: Yeah.

23 MS. NELSON: Thank you.

24 THE COURT: And -- and again, as far as that issue,

1 Garrett's 20 years old. He can figure out what happen or
2 didn't happen and deal with it on that. But I want to give
3 you a chance because it was brought up and is not before me as
4 jurisdiction but at the same token you don't have an
5 obligation to pay tuition for an adult child. That's moral
6 maybe if you want to do it, but there's no legal obligation.

7 So all right. And let's see. How do we look
8 Monday? Do we got time? Because I'm going to take some time
9 with it. I don't --

10 THE CLERK: You have an H trial on Monday. Do you
11 know if it's going to go on?

12 THE COURT: The H will go all day. That's the -- do
13 the child on that. That will go for another full --

14 MS. PROVOST: Your Honor, I am away until Wednesday
15 of next week, so --

16 THE COURT: You still need to be Thursday or Friday
17 next week?

18 MS. PROVOST: Yeah, that would be preferable so then
19 that way I could be here.

20 THE CLERK: You have a trial at 10:30.

21 THE COURT: Thursday.

22 THE CLERK: On Thursday.

23 THE COURT: How about Friday? Because Friday
24 normally I just do my TPR trials.

1 THE CLERK: You have adoption assessments at 1:30
2 and three TPR trials at 10:30 in the morning.
3 THE COURT: What time is it?
4 MS. FORSBERG: The 5th and 6th -- we're unavailable
5 on the 5th and 6th, Your Honor.
6 THE COURT: The 6th, which is what, that's --
7 MS. FORSBERG: That's the trial.
8 THE COURT: -- Thursday and Friday?
9 MS. FORSBERG: One is the trial you have and then --
10 THE COURT: What does the 5th look like, what day?
11 THE CLERK: You have a trial at 10:30. It's a
12 termination of parental rights.
13 THE COURT: Okay. You want to shoot for 9:00 on
14 February 5th? That would be before my trial. Does -- does
15 that work?
16 MS. FORSBERG: Your Honor, that's the trial that you
17 referenced.
18 THE COURT: Oh, that's the one you have.
19 MS. FORSBERG: Yeah.
20 MR. KARACSONYI: Oh, that's his criminal --
21 THE COURT: Yeah. So that's probably not a good
22 thing. So you need to go to 6th then?
23 MS. FORSBERG: You probably -- you probably ought to
24 do it after anyway so we make some other, you know --

1 THE COURT: Want to do it the 6th?

2 MS. FORSBERG: Are you out of town Friday? You're

3 out of town on Friday.

4 MR. NELSON: Medical -- I have a medical checkup for

5 the full day.

6 MS. FORSBERG: Some health concerns, Your Honor.

7 THE COURT: Are you going to be up -- you're going

8 to be up at the Ely the week thereafter, right? Is it in Ely?

9 MS. FORSBERG: No, that's --

10 MR. KARACSONYI: It's not.

11 MS. FORSBERG: -- not -- that's March, Your Honor.

12 MR. KARACSONYI: That's March.

13 THE COURT: You got a month off. Nevermind.

14 MS. FORSBERG: We know you don't want to go.

15 THE COURT: It seems like February for me already.

16 I'm always at the end of February like jeez. So okay. How do

17 we look --

18 MS. PROVOST: Do you have time on the 4th, Your

19 Honor? I am back on the 4th. I -- I get back --

20 THE COURT: What do I have Wednesday?

21 THE CLERK: Wednesday you have mental health at 1:00

22 o'clock and you have two -- three trials at 2:00 p.m.

23 MS. PROVOST: So that's a no.

24 THE COURT: Do you want to shoot for the end of the

1 THE COURT: Want to do it the 6th?

2 MS. FORSBERG: Are you out of town Friday? You're

3 out of town on Friday.

4 MR. NELSON: Medical -- I have a medical checkup for

5 the full day.

6 MS. FORSBERG: Some health concerns, Your Honor.

7 THE COURT: Are you going to be up -- you're going

8 to be up at the Ely the week thereafter, right? Is it in Ely?

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17 we look --

18 MS. PROVOST: Do you have time on the 4th, Your

19 Honor? I am back on the 4th. I -- I get back --

20 THE COURT: What do I have Wednesday?

21 THE CLERK: Wednesday you have mental health at 1:00

22 o'clock and you have two -- three trials at 2:00 p.m.

23 MS. PROVOST: So that's a no.

24 THE COURT: Do you want to shoot for the end of the

1 day --

2 MS. PROVOST: How about --

3 THE COURT: -- on the 4th? Does that work? I can
4 go maybe 4:00 o'clock see if my trial's resolved. If not, we
5 can give you a call on that, because I obviously won't be able
6 to do three trials in an hour and a half. So we're hoping
7 they will resolve themselves. Does that work for you that
8 Wednesday afternoon would you prefer a different?

9 MR. LUSZECK: That's just a tough week. That week
10 is really tough for me and I've got a trial the next week.

11 THE COURT: Okay.

12 MS. PROVOST: And we don't want to push it out
13 further, Your Honor.

14 THE COURT: So if we -- does Friday -- can we make
15 Friday February 6th work? Because that -- that looks like
16 that's the best --

17 MS. FORSBERG: That -- that was the day he's out --
18 out --

19 THE COURT: Oh, you've got --

20 MS. FORSBERG: -- for medical

21 THE COURT: Oh. And the 5th -- is the 5th the trial
22 in the morning? Do you know the --

23 MS. FORSBERG: Do you know what time your trial's
24 at?

1 MR. NELSON: I don't know.
2 MS. NELSON: Yeah.
3 MS. FORSBERG: He's unaware, Your Honor.
4 MS. NELSON: It's at 9:30.
5 THE COURT: 9:30. Do you want to put it on in the
6 afternoon near the end of the day on the --
7 THE CLERK: You have at 12:30 a policy and physical
8 affairs meetings at 3:00 o'clock and an A.B. 369 meeting.
9 THE COURT: Yeah, jeez.
10 MR. LUSZECK: Is -- is there any way we can I guess,
11 I don't know, maybe the afternoon of the 4th would work. Did
12 you say you were available then?
13 THE CLERK: 1:00 o'clock or --
14 THE COURT: No, I would have to do it earlier. I
15 have to do that --
16 MS. FORSBERG: No, he had other things. He wasn't
17 available.
18 THE CLERK: What about the --
19 MS. FORSBERG: The Judge wasn't available.
20 THE CLERK: -- TPR trials? You have three.
21 THE COURT: At 2:00 -- at 1:30?
22 THE CLERK: At 2:00.
23 THE COURT: Well --
24 THE CLERK: You have an evidentiary hearing. Well,

1 and two status checks. So I guess it's not that bad.

2 THE COURT: Okay. That --

3 THE CLERK: You evidentiary hearing is on mental
4 health.

5 THE COURT: Oh, so that can go for -- did you want
6 to shoot for Wednesday the February 4th at 3:00 o'clock? Does
7 that work? And I'll just hopefully they'll -- the evidentiary
8 will get resolved?

9 MR. LUSZECK: I -- I think it should -- if for some
10 reason I have an issue, I'll email the Court when I --

11 MS. FORSBERG: Yeah, and I'm having trouble --

12 MR. LUSZECK: -- look at that day.

13 MS. FORSBERG: -- logging in and that's why I'm
14 struggling, Your Honor.

15 THE COURT: Looking for Wednesday, February 3rd at
16 3:00 o'clock.

17 THE CLERK: February 4th.

18 THE COURT: Oh, February 4th. I'm sorry. Does that
19 work? It's at what time?

20 MS. FORSBERG: Wednesday, February 4th at 4:00
21 o'clock did you --

22 THE CLERK: February the 4th --

23 THE COURT: 3:00 o'clock.

24 THE CLERK: -- at 3:00 p.m.

1 THE COURT: Because I have a thing at 4:00 I have to
2 do for sure so that way I can, you know, just deal with the
3 other stuff.

4 MS. FORSBERG: We'll put that down.

5 THE COURT: Is that good for everybody?

6 MR. LUSZECK: We'll be -- Your Honor, and I know
7 just for -- I think you already addressed this, but our ELN
8 Trust request for a stay has been denied too?

9 THE COURT: Yeah, we denied the stay since -- so
10 they have it --

11 MS. NELSON: Okay. Thank you.

12 THE COURT: -- going forward on that that we got a
13 record on that so I can get those findings to you so you guys
14 can take whatever you need to do.

15 MS. FORSBERG: Correct. That's procedurally.

16 MS. PROVOST: And Your Honor, were you going to
17 address our other motion which was the motion for order to
18 show cause?

19 THE COURT: Show cause?

20 MR. LUSZECK: I would like to leave for that, if
21 possible.

22 THE COURT: Yeah.

23 MR. LUSZECK: Do I need to be around for that?

24 THE COURT: No, you don't need to be around for

1 that.

2 MR. LUSZECK: Okay.

3 THE COURT: All right. Let's deal with it now. I
4 guess we have the people. And the order to show cause, this
5 was an order to show cause for the violation of the April 6th
6 -- 16th, 2011 behavior order and the October 5th, 2011
7 stipulation and order. See where we're at on that with the
8 order to show cause, because normally at that point what
9 happens is I -- I have to get specific evidence and
10 evidentiary finding on it to really contempt what --

11 MS. FORSBERG: There's cross motion for order to
12 show cause, Your Honor -- Your Honor, for both. So --

13 THE COURT: Yeah, they had filed -- and where we're
14 at on this as far as you requesting the contempt for the
15 conduct there and they have done the -- the counter. So did
16 you want me to set this for evidentiary hearing or can we get
17 some stuff out today so we can get it resolved? Or do we need
18 to do it with witnesses? I'm not sure who we're going to
19 need, because the fact is for contempt especially there could
20 be jail time I normally need to get evidence on that to get
21 specifics.

22 MR. KARACSONYI: The -- the one thing I would say is
23 that if -- if he gets convicted in a criminal standard beyond
24 a reasonable doubt or pleads guilty, then you don't even need

1 to have an evidentiary hearing because it's already been
2 determined.

3 THE COURT: Based on the same --

4 MR. KARACSONYI: Right. Right.

5 THE COURT: -- on that.

6 MR. KARACSONYI: The standard here is actually less
7 than it would be for a -- conviction.

8 THE COURT: Yeah, at least knowing and voluntary
9 violation is all.

10 MR. KARACSONYI: Right. Yeah. And it's -- here
11 it's a preponderance of the evidence and it's -- whereas there
12 it's beyond a reasonable doubt. So I don't think you would
13 even need an evidentiary hearing if he's convicted or
14 pleads --

15 MS. FORSBERG: Well, and we would certainly need an
16 evidentiary hearing for Ms. Lynita's violation.

17 MR. KARACSONYI: So that's all I would say on that
18 issue, Your Honor.

19 THE COURT: You want me to set this for contempt
20 hearings after the -- well, it kind of depends what happens on
21 February 5th with the trial, but it may be contempt --

22 MS. FORSBERG: That's why I was hoping that would be
23 after we know more about that.

24 THE COURT: Maybe continue too, they get kicked,

1 but --

2 MS. PROVOST: Well, why don't we just reserve a date
3 Your Honor and if the February 5th goes where he is convicted
4 or where he pleads -- pleads guilty, then --

5 MR. KARACSONYI: We'll get a certified conviction.

6 MS. PROVOST: -- we'll do a certified certification.

7 THE COURT: They're going to do their counter --

8 MS. FORSBERG: And then we'll need to set a -- set a
9 date for hers, of course.

10 THE COURT: Yeah, they filed a counterclaim for
11 contempt. So how are we looking February? Do we look at a
12 date that way so they can preserve it, if we need it. If we
13 need it, if it goes away, then so be it. But do you got
14 something in --

15 MS. FORSBERG: Your Honor, my only thing to Ms.
16 Provost and they've been really good -- we've worked really
17 well together about setting dates is I can't seem to log in.
18 Our computer had a power outage today and so I'm just -- it's
19 not letting me log into my calendar. So -- so with that --

20 THE COURT: Okay. Monday -- Monday is
21 non-repetitive for me. Monday or Tuesday probably work
22 better. Wednesday --

23 THE CLERK: In February?

24 THE COURT: Yeah. If you do it late, because

1 Wednesday and Thursday and got that 4:00 o'clock conference
2 calls on Wednesday and Thursday.

3 THE CLERK: You don't want it stacked, correct?

4 THE COURT: Well, we -- well, again, it depends what
5 we got if it's just a rev.

6 THE CLERK: We can do the 20th at 10:30.

7 THE COURT: What do we have set on the 20th? Are
8 there any firm dates?

9 THE CLERK: TPR.

10 THE COURT: Is it firm dates or not?

11 THE CLERK: No.

12 THE COURT: Did you want me to tentatively set it
13 for Friday at 9:00 o'clock on February 20th? Because normally
14 these -- I do have some stacked at 10:30, but we can -- do you
15 want --

16 MS. FORSBERG: Do it 9:00 o'clock on the 20th? I --
17 I believe so.

18 THE COURT: The 20th --

19 MS. FORSBERG: My only caveat is --

20 THE CLERK: Only if you have a trial.

21 MS. FORSBERG: -- that one.

22 THE COURT: Is it a firm setting?

23 THE CLERK: At 9:30.

24 THE COURT: Oh, it's a firm setting?

1 THE CLERK: It's day two.

2 THE COURT: Okay. That means you have to -- that

3 means that won't work then because then we have a firm -- and

4 that means we started it. How about the following February --

5 I mean, following Friday. Is that --

6 THE CLERK: You have three trials set at 10:30.

7 THE COURT: Are they times firmed -- because if

8 they're firm, that means I started it, it's day two, so I

9 can't continue if it's just the initial.

10 THE CLERK: One is on Vehar (ph) and Rinosa (ph).

11 THE COURT: How are we looking that afternoon?

12 MR. KARACSONYI: The 27th?

13 THE COURT: Yeah, on the 27th.

14 MR. KARACSONYI: Oh, that's the date of our supreme

15 court settlement conference.

16 THE COURT: Oh.

17 MS. FORSBERG: Oh, it is.

18 THE COURT: Oh.

19 MS. FORSBERG: You're right.

20 THE COURT: Yes.

21 MS. FORSBERG: Since I can't access this, it's --

22 MR. KARACSONYI: So we'll be here already.

23 THE COURT: Yeah, maybe you -- good. And --

24 THE CLERK: Into March then?

1 THE COURT: I hate to do the end of March, because I
2 know they got the family law conference the first week and the
3 second week's not good to figure out. Well, do you want to
4 address it when we come back on the 4th, look at your calendar
5 dates and see what happens?

6 MS. FORSBERG: Well, they won't have happened on
7 that -- that -- I thought part of your position was --

8 THE COURT: Probably won't know and see what
9 happens.

10 MS. FORSBERG: I mean, I thought that was their
11 position.

12 MR. KARACSONYI: Well, we can still get a date.

13 MS. FORSBERG: Well, we can get a date then if that
14 would -- that would be fine.

15 THE COURT: What do we got?

16 THE CLERK: If you want, we could do -- you have the
17 mental health calendar on Wednesday if you wanted to have
18 somebody else hear it on the 25th.

19 THE COURT: Okay. What do I got after that though?
20 Do I got --

21 THE CLERK: Nothing.

22 THE COURT: Nothing? Oh, February 25th. Then that
23 would work. I could give it to you the 2:00 o'clock, because
24 the mental health would be done in an hour.

1 MS. FORSBERG: That's fine.
2 THE COURT: Does --
3 MS. FORSBERG: I believe so. Like I said, Ms.
4 Provost --
5 THE COURT: We'll set the order to show cause on
6 both sides, I think there was a counterclaim, for February
7 25th at 2:00 o'clock. And that would give us about two hours,
8 because I have a case conference I'm doing the week of
9 February on Wednesday and Thursdays at 4:00 o'clock. But two
10 hours is normally sufficient. If not --
11 MS. FORSBERG: So an evidentiary hearing for -- for
12 witnesses and --
13 THE COURT: Thought on that to see depending --
14 because they may resolve it.
15 MR. NELSON: Got to be on time today.
16 THE COURT: All right.
17 MR. KARACSONYI: Yes, Your Honor.
18 THE COURT: Okay. Thanks.
19 MS. PROVOST: Thank you.
20 MS. FORSBERG: Thank you, Your Honor.
21 MR. KARACSONYI: Thank you, Your Honor.
22 THE COURT: And what was that, the 4th or --
23 MR. KARACSONYI: I would write them down, but that's
24 okay. Thank you. No, that's nice.

1 THE MARSHAL: Okay.

2 THE CLERK: So the evidentiary hearing on order to
3 show cause this February 25th at 2:00 p.m.

4 THE COURT: Okay. Thanks.

5 MS. FORSBERG: You sure you don't need anymore?
6 I'll just give you that thing but then I'll need them for next
7 time.

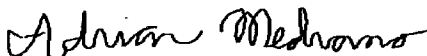
8 MR. NELSON: I didn't have lunch.

9 MS. FORSBERG: Oh, you didn't have lunch? I didn't.

10 (PROCEEDINGS CONCLUDED AT 16:27:18)

11 * * * * *

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

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16 

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18 Adrian N. Medrano

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DISTRICT COURT
CLARK COUNTY, NEVADA

ERIC L. NELSON,
Plaintiff/Counterdefendant,

vs.

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

Defendant/Counterclaimants.

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

Crossclaimant,

vs.

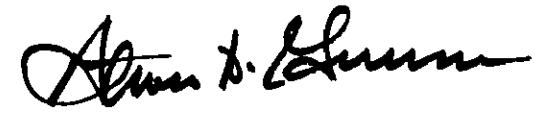
LYNITA SUE NELSON,

Crossdefendant.

CASE NO.: D-09-411537-D

DEPT. NO.: O

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06/08/2015 11:22:34 AM



CLERK OF THE COURT

FINDINGS OF FACT AND ORDER

This Matter having come before this Honorable Court on January 26, 2015, for a
Motion to Enforce the June 3, 2013, Decree of Divorce, Address Issues Relating to Property
Awarded to Defendant in the Divorce, and Related Relief and the ELN Trust's Opposition
Hearing with Plaintiff, Eric Nelson, appearing and being represented by Rhonda Forsberg,
Esq., Defendant, Lynita Nelson, appearing and being represented by Katherine Provost, Esq.,
Josef Karacsonyi, Esq., and Robert Dickerson, Esq. and Counterdefendant, Crossdefendant,

FRANK R. SULLIVAN
DISTRICT JUDGE

FAMILY DIVISION, DEPT. O
LAS VEGAS NV 89101

1
2 Third Party Defendant Matt Klabacka, Distribution Trustee of the Eric L. Nelson Nevada
3 (ELN) Trust, being represented by Mark Solomon, Esq., and Jeffrey Luszeck, Esq., with the
4 Court having reviewed the testimony and good cause being shown:

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

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

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

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

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

20 THE COURT FURTHER FINDS that said Order also enjoined the LSN Trust from
21 selling or encumbering these properties and also enjoined the ELN and LSN Trusts from selling
22 or encumbering their interest in their jointly held Brian Head cabin.
23

24 THE COURT FURTHER FINDS that the June 4, 2014 Order also entitled Ms. Nelson
25 to the income from the Lindell and Banone properties from the date of the Decree (June 3,
26 2013) to present.
27
28

1
2 THE COURT FURTHER FINDS that Ms. Nelson now files this Motion in an effort to
3 enforce the Decree and the June 4, 2014 Order.

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

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

10 4601 Concord Village Property

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

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

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

20 THE COURT FURTHER FINDS that, while the property was dirty, had some debris
21 left in the yard and needed repairs, there was insufficient evidence for this Court to determine if
22 the Tenant's \$500.00 Security Deposit should have been forfeited as the condition of the
23 property upon the Tenant renting the premises was unknown to this Court.
24

25 THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should not be
26 required to reimburse Ms. Nelson the \$500.00 Security Deposit that was returned to the Tenant.
27
28

1
2 JB Ramos Note

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

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

7
8 THE COURT FURTHER FINDS that the ELN's Opposition did not dispute the value
9 of the JB Ramos Note.

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

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

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

17
18 2209 Farmouth Circle Note

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

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

25
26 THE COURT FURTHER FINDS that Ms. Nelson and the LSN Trust were awarded
27 100% interest in the Promissory Note.

1
2 THE COURT FURTHER FINDS that based upon the September 2014 accounting, Mr.
3 Nelson and the ELN Trust have collected funds in the amount \$8,816.55 on the Farmouth Note
4 from June 3, 2013 through September 30, 2014.

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

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

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

16
17 5704 Roseridge Avenue

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

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

24 THE COURT FURTHER FINDS that since the Roseridge property was one of the
25 Banone, LLC, properties awarded to Ms. Nelson and the LSN Trust in the Divorce Decree
26 entered on June 3, 2013, Ms. Nelson and the LSN Trust are entitled to the \$63,000.00
27 generated from the sale of the Roseridge property.
28

1
2 THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should be
3 required to pay Ms. Nelson and the LSN Trust \$63,000.00, plus statutory interest from June 3,
4 2013.

5 1301 Heather Ridge Lane

6
7 THE COURT FURTHER FINDS that 1301 Heather Ridge is a property held by
8 Banone, LLC, and was awarded to Ms. Nelson and the LSN Trust in the Divorce Decree dated
9 June 3, 2013.

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

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

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

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

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

26 THE COURT FURTHER FINDS that many of Mr. Nelson's transfers of property to his
27 family and friends appeared to be below the actual market value of the properties.

1
2 THE COURT FURTHER FINDS that lowering the monthly rent of the Heather Ridge
3 property from \$866.00 to \$700.00 under the guise of his nephew, Mr. Liu, being required to
4 maintain the yard and pool, was simply a pretext on the part of Mr. Nelson to once again
5 transfer a property interest to a family member at a price below market value.
6

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

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

19 Banone LLC Net Profits

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

24 THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust have listed the
25 following costs on the Banone ledger associated with maintaining the Banone properties:
26 general upkeep in the amount of \$35,487.20; \$65,000.00 management fees; \$19,649.83
27
28

1
2 administrative wages expense; and \$28,575.00 maintenance wages expense, for total expenses
3 in the amount of \$148,712.03.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 THE COURT FURTHER FINDS that upon this Court requiring Mr. Nelson and the
22 ELN Trust to submit an accounting of the income generated by the Lindell property, Mr.
23 Nelson took it upon himself to modify the responsibility for payment of the family medical
24 insurance premiums by reflecting such payments against the Lindell property.

1
2 THE COURT FURTHER FINDS that Mr. Nelson's unilateral decision to reflect the
3 family medical insurance premiums as a debit against the Lindell property was a clear attempt
4 on his part to reduce any monies due and owing to Ms. Nelson.

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

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

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

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

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

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

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

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

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

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

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

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

23
24 THE COURT FURTHER FINDS that since this Court had considered the non-payment
25 of rent in its determination to award Ms. Nelson and the LSN Trust 100% interest in the Lindell
26 property, it would be inequitable to require Mr. Nelson and the ELN Trust to pay rent for the
27 period in question.
28

1
2 Imputed Lindell Rents July 1, 2013 to Present

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

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

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

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

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

17
18
19 Vacating the Lindell Property

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

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

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

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

10 Security Gate

11 THE COURT FURTHER FINDS that Mr. Nelson, following entry of the Divorce
12 Decree, installed a security gate restricting access to the second floor of the Lindell property.
13

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

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

18 830 Arnold Ave, Greenville, MS

19 THE COURT FURTHER FINDS that the LSN Trust owned the 830 Arnold Ave.
20 property prior to the Divorce and remains the sole owner of the property.
21

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

24 THE COURT FURTHER FINDS that the accounting provided by Mr. Nelson and the
25 ELN Trust for the period of June 3, 2013 through September 30, 2014, reflects net income for
26 the Arnold property in the amount of \$1,037.72.
27
28

1
2 THE COURT FURTHER FINDS that Ms. Nelson and the LSN Trust are entitled to
3 payment in the amount of \$1,037.72 from Mr. Nelson and the ELN Trust for the Arnold
4 property.

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

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

12
13 Russell Road Property

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

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

21 THE COURT FURTHER FINDS the Russell Road Property generated a profit of
22 \$80,084.00 for the period of June 1, 2013 to June 30, 2014.

23 THE COURT FURTHER FINDS that Ms. Nelson and the LSN Trust are entitled to 1/3
24 of the \$80,084.00 Russell Road profit, or \$26,694.66.

1
2 THE COURT FURTHER FINDS that Mr. Nelson and the ELN Trust should be
3 required to pay Ms. Nelson and the LSN Trust the amount of \$26,694.66, plus statutory interest
4 from June 3, 2013.

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

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

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

16 Mississippi RV Park

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

19 THE COURT FURTHER FINDS that according to Mr. Bertsch's report, the property
20 was being leased by the Silver Slipper Casino for \$4,000.00 per month.
21

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

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

26 THE COURT FURTHER FINDS that Full House Resorts will not provide the LSN
27 Trust with any information related to the Mississippi RV Park lease without a Subpoena.
28

1
2 THE COURT FURTHER FINDS that a Subpoena Duces Tecum should be issued
3 directing Full House Resorts to produce all contractual agreements concerning the Mississippi
4 RV Park and payments made by such entity to Mr. Nelson and/or the ELN Trust, and/or any
5 related business entity, for use of the Mississippi RV Park for the period of May 6, 2009 to
6 present.
7

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

11 Wyoming Property

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

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

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

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

24 THE COURT FURTHER FINDS that, if necessary, a Subpoena Duces Tecum will be
25 issued directing the production of any and all documentation concerning any compensation that
26 Mr. Roberts or any other party has paid to Mr. Nelson and/or the ELN Trust for the grazing
27 rights to Ms. Nelson and the LSN Trust's Wyoming land.
28

1
2 Attorney Fees for June 16, 2014 Contempt Finding Against Mr. Nelson

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

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

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

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

24 THEREFORE, IT IS HEREBY ORDERED that Mr. Nelson and the ELN Trust shall
25 remit a payment in the amount of \$78,000.00 to Ms. Nelson and the LSN Trust for the JB
26 Ramos Note, plus statutory interest from June 3, 2013, with such payment to be made on or
27 before July 10, 2015, by 5:00 p.m.
28

1
2 IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay Ms. Nelson
3 and the LSN Trust the amount of \$8,816.55 for income generated by the 2209 Farmouth Circle
4 Promissory Note for the period of June 3, 2013 through September 30, 2014, inclusive, with
5 such payment due on or before July 10, 2015, by 5:00 p.m.
6

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

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

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

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

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

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

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

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

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

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

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

24 IT IS FURTHER ORDERED that Mr. Nelson shall reimburse Ms. Nelson \$375.00 for
25 the cost of removing the unauthorized security gate.
26
27
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1
2 IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay Ms. Nelson
3 and the LSN Trust the amount of \$1,037.72 for the 830 Arnold Avenue property, with such
4 payment due on or before July 10, 2015, by 5:00 p.m.

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

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

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

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

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

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

6
7 IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall provide Ms.
8 Nelson and the LSN Trust with a copy of all documents relating to the Russell Road
9 Investment, with such documentation due on or before July 10, 2015, by 5:00 p.m.

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

15
16 IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall provide Ms.
17 Nelson and the LSN Trust with an accounting for all income received and expenses attributable
18 to the Mississippi RV Park property, for the period of May 6, 2009 through present, with such
19 accounting due on or before July 31, 2015, by 5:00 p.m.

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

23
24 IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall pay to Ms.
25 Nelson and the LSN Trust all income received, minus all actual and documented expenses,
26 attributable to the Mississippi RV Park property, for the period of May 6, 2009 through present,
27 with such payment due on or before August 31, 2015, by 5:00 p.m.

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

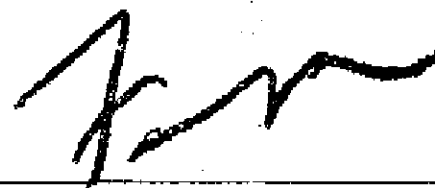
5 IT IS FURTHER ORDERED that a Subpoena Duces Tecum shall issue directing the
6 production of any and all documentation concerning any compensation that Brandon C.
7 Roberts or any other party has paid to Mr. Nelson and/or the ELN Trust for the grazing rights
8 of Ms. Nelson and the LSN Trust's Wyoming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

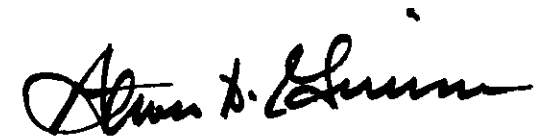
10 IT IS FURTHER ORDERED that Mr. Nelson and the ELN Trust shall provide Ms.
11 Nelson and the LSN Trust with any and all contracts concerning Ms. Nelson and the LSN's
12 Wyoming land and shall submit an accounting of all income received by Mr. Nelson and/or the
13 ELN Trust for the period of May 6,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

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

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

25 Dated this 8 day of June, 2015.

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



CLERK OF THE COURT

NOAS
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*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, LANA MARTIN, 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

NOTICE OF APPEAL

SOLOMON DWIGGINS & FREER, LTD.
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TEL: (702) 853-5483 | FAX: (702) 853-5485

1 Notice is hereby given that MATT KLABACKA, Distribution Trustee of the ERIC L. NELSON
2 NEVADA TRUST dated May 30, 2001, hereby appeals to the Supreme Court of Nevada from the
3 FINDINGS OF FACT AND ORDER entered by this Court on June 8, 2015.

4 Dated this 23rd day of June, 2015.

6 SOLOMON DWIGGINS & FREER, LTD.

7
8 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

12
13 *Attorneys for Matt Klabacka, Distribution*
14 *Trustee of the ERIC L. NELSON NEVADA*
15 *TRUST dated May 30, 2001*

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17
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1 the pool and spa equipment. So that is in the lease.

2 THE COURT: Yeah, which is -- which would be part
3 for reduction on that, but I don't know if that constitutes
4 having that much of a right off on what the lease rent is on
5 that, what it should be in that area. But so we'll take that.
6 So if you challenge the 28,000 and you think that the rental
7 of \$700 per month is a fair and comparable rental amount.

8 MR. LUSZECK: And -- and once again, Your Honor, if
9 you compare what this was which is low income housing to all
10 the comparables which is --

11 THE COURT: Yeah, the Section 8 which is --

12 MR. LUSZECK: Yeah.

13 MS. PROVOST: Heather Ridge is not low income
14 housing, Your Honor. It's the only property that's actually a
15 nice property.

16 THE COURT: All right.

17 MS. PROVOST: Heather Ridge -- and if you're -- if
18 you're comparing Heather Ridge to something like Cambria,
19 you're talking apples and oranges. Heather Ridge is a typical
20 rental property in Las Vegas, Nevada. It is not low income
21 housing.

22 THE COURT: Okay.

23 MS. PROVOST: And -- and as far as the argument that
24 the tenant would take care of everything and there would be no

1 expenses. If you look at Mr. Nelson's accounting, in May
2 alone he's charging carpet cleaning, trips to home depot on
3 the accounting for Banone. So he's speaking out of both sides
4 of his mouth. If Mr. Lu is paying for it, then why is Banone
5 deducting it?

6 MR. LUSZECK: Well, she's saying Ban --

7 MS. PROVOST: It can't be both ways.

8 MR. LUSZECK: She's saying Banone generally, not
9 specifically Heather Ridge.

10 MS. PROVOST: No, for Heather Ridge.

11 MR. LUSZECK: I don't even know what you're talking
12 about.

13 MS. NELSON: Your Honor --

14 MS. PROVOST: Expenses for Heather Ridge are being
15 deducted from Banone so it can't be both ways.

16 THE COURT: Does Ms. Nelson want to be heard?
17 Let --

18 MS. NELSON: I did if I could. There is a -- a
19 rental home that I manage across from Arizona Charlie's off of
20 Decatur. Their rent is \$700 a month there across from Arizona
21 Charlie in the Old Charleston Heights area. And to me, a
22 definition of low income housing is determined by the upkeep
23 of the house and the landlord. It -- there's people that pay
24 \$500, \$1200 up in Summerland. The amount of rent does not

1 determine as far as I'm concerned what low home -- low income
2 housing is.

3 THE COURT: I know normally we do in these cases we
4 get real estate agents to come and we get a third party who
5 doesn't have an interest come up and say this is the fair
6 market value of this rental income. We don't have that, but
7 we'll look at all those and get some issues on that so I can
8 give you specific numbers and what I relied on that so we get
9 -- move forward on the evidence we normally do. We would have
10 this as part of the dispute. We would have a real estate sign
11 on that to give us comps on everything and what the value
12 would be low end so I can make a decision based on specific
13 numbers on that.

14 But I've heard their objection to the 28,800
15 thinking the \$700 is a fair and just amount. Indicating that
16 you think that it should be about I think 1395 to \$1600 was
17 the rental value I think is what you were indicating based on
18 the -- what you felt was comparable. And I did note that it
19 was vacant two to three months.

20 All right. And isn't this -- my concern on this is
21 isn't this Mr. Nelson's nephew?

22 MS. PROVOST: Yes, it is, Your Honor.

23 MR. NELSON: No.

24 THE COURT: Heather Ridge?

1 MR. NELSON: It's not -- it's my -- married to my
2 niece, but he's not a nephew of mine. He's the maintenance
3 guy.

4 THE COURT: My nephew-in-law kind of. But that's my
5 concern on that because then I get these things and they
6 challenge that, they don't think it's a fair market value and
7 it seems like if someone you have a relationship with or
8 someone you know would help out on that and that's fine, you
9 can help them out with your stuff all you not. But not with
10 Ms. Lynita's stuff.

11 And that's the concern is when I get a number and
12 they say it's seven O bucks is low when I find some connection
13 with you that, I'm saying si that because that is the market
14 value or because it's a nephew or nephew in law, whatever you
15 want to call it, that's my concern on that because that's been
16 the one issue they argued from the divorce was waste. They
17 wanted all these gifts and stuff to go to be set aside for
18 waste and I said no, I wasn't go there because you're married
19 at the time and they knew who these people were and giving
20 things away.

21 So I just picked up new stuff because there's some
22 concern because we're in the same thing. It's your employee.
23 It's your nephew-in-law, whatever you want to call it. So it
24 seems like it's always going to someone you know and the issue

1 comes up are you low balling the property given to Ms. Nelson
2 why you manage it because it's benefitting someone you know.

3 MR. LUSZECK: And I think Mr. Nelson said the prior
4 rent was 866 a month.

5 THE COURT: Yeah.

6 MR. LUSZECK: So --

7 THE COURT: Yeah.

8 MR. LUSZECK: And that did not include the --

9 MS. FORSBERG: The pool.

10 THE COURT: Day spa or the pool.

11 MR. LUSZECK: The landlord had to pay the pool.

12 THE COURT: Okay. How about the Rusty Ridge which
13 was the --

14 MS. PROVOST: I believe that one was resolved, Your
15 Honor. That's -- we are going to not seek the Rusty Ridge
16 rents based on the representation that -- Ms. Nelson was it --

17 MS. NELSON: Chelsea.

18 MS. PROVOST: Chelsea had moved out prior to June
19 3rd.

20 THE COURT: She had?

21 MS. PROVOST: And if that is the case, we are -- we
22 are accepting that as truth and then in that case Lynita is
23 not seeking any compensation.

24 THE COURT: Did Ms. Chelsea move out?

1 MS. PROVOST: She was -- she was a niece.

2 THE COURT: Yeah, she's a niece. Did she move out
3 and the -- the --

4 MR. NELSON: Yes, she moved out.

5 MS. PROVOST: Prior to June 2013?

6 MR. NELSON: Yes, the carpet shows the carpet being
7 cleaned after that fact.

8 THE COURT: And you clean the carpet after someone
9 moves out so it's ready for the new tenant. All right. We'll
10 strike that one and think there is something that's not
11 accurate, we'll revisit that. All right. The Lindell, I
12 think that's a big issue because we talk about Lindell, the
13 rent. And that's kind of the big numbers on this along with
14 the Mississippi RV parks or -- let's stick with Lindell. I
15 know they're looking -- I know I think you were basing that
16 they should be paying rent fair market value.

17 I believe Mr. Bertsch at one time in one of his
18 reports or testimony indicated one dollar square foot was
19 about the going market rate at that time for comparable
20 commercial property in that area. And I think it was with
21 3200 square feet.

22 MS. PROVOST: Yes.

23 THE COURT: So they're asking \$3,200 I guess for
24 rent going back from May 6th, 2009 to date the petition was

1 filed through the June 30th, 2013 which would be the end of
2 the -- when the divorce decree was entered in June and then
3 from July 1st, 2013 to the end of October about another 48,000
4 and 3,200 per month thereafter. So that's kind of where the
5 calculations came based on 3200 per month with the square feet
6 or did I --

7 MS. PROVOST: I don't believe -- if you're looking
8 at the -- our Exhibit I for calculations, that did not include
9 the rent payments. That is just -- our Exhibit I dealt with
10 strictly the amounts of income that had been received by
11 Lindell and removed from those -- Eric's offsets for health
12 insurance deductions. That does not address the rent which
13 was a total separate category and argument.

14 So I don't know how Your Honor wants to deal with
15 it, but I think if we start with the deductions for health
16 insurance for the children and health insurance for Lynita
17 during the pendency of the divorce, that will get us started.
18 But we need rulings on whether or not those are appropriate
19 deductions.

20 MR. LUSZECK: And -- and if I can just interject, I
21 -- I don't know if this is a good time to argue regarding
22 whether or not they're entitled to anything prior to the
23 decree of divorce because I know that's going to become an
24 issue which we'll partially deal with the credits from prior

1 to the entry of the divorce decree.

2 THE COURT: Okay.

3 MR. LUSZECK: I mean, it -- it may just be easier to
4 deal with that issue and then kind of go from there.

5 THE COURT: Okay. Okay. And part of the issue was
6 I believe the -- Ms. Lynita was given a hundred percent of --
7 of the Lindell property in the divorce decree of June 3rd,
8 2013. So you like to start prior to that to see when the
9 petition was --

10 MR. LUSZECK: Yeah. I mean, this issue not only
11 deals with Lindell, but it also deals with Arnold and the
12 Mississippi RV park. As you know, Ms. Nelson is seeking to
13 recoup income that was recovered I guess as early as May of
14 2009 through the entry of the divorce decree. The ELN Trust
15 position is that those issues had to be and/or were fully
16 adjudicated and addressed in this Court's decree of divorce.

17 On or around April 4th, 2011 this Court appointed
18 Special Master Larry Bertsch to provide the Court with an
19 accurate evaluation of the parties' estate. Mr. Bertsch did
20 exactly that. He drafted at least 16 reports pertaining the
21 assets owned by the ELN Trust and the LSN Trust. Mr. Bertsch
22 found that the Arnold property, Mississippi property and
23 Wyoming property were owned and titled in the name of the LSN
24 Trust and that the LSN Trust owned a 50 percent in the Lindell

1 property.

2 Mr. Bertsch initially confirmed that the ELN Trust
3 as opposed to the LSN Trust collected the rent from such
4 properties except the Wyoming property that's in dispute now
5 from 2009 through the entry of the divorce decree. Mr.
6 Bertsch's reports were admitted as -- admitted as exhibits of
7 trial and he testified at trial regarding the same.

8 In addition to that, Your Honor, the amended
9 complaint filed by the LSN Trust has a claim for constructive
10 trusts which says their 14th claim for relief, Paragraphs 163
11 through 166, for the reasons set for above, the assets,
12 income, profits, rents and fees received by Eric or any of
13 Eric's intricate web of entities including Eric Nelson alter
14 ego trust belong in good conscious to Eric and Lynita and are
15 subject to division by this Court in this instant divorce
16 action.

17 For the reasons set forth above, all of Eric's
18 Nelson's alter ego trust assets including its interest in any
19 third party entity and real party belong in good conscious to
20 Eric and Lynita and are subject to division by this Court in
21 this instant divorce action.

22 Paragraph 165, Eric Nelson's alter ego trust is
23 wrongfully asserted ownership and dominion over Eric's and
24 Lynita's assets. And Eric has retained control of such

1 assets, the revenues or other proceeds from self to the
2 detriment of Lynita and the community of state and equity
3 constructive trust in favor of Lynita and the property
4 community estate should be imposed of her assets in the
5 possession or control of Eric and Eric Nelson's alter ego
6 trust and over all assets and the possession or control of
7 other entities or instrumentalities which are owned or
8 controlled directly or indirectly by Eric and/or Eric Nelson's
9 alter ego trust.

10 Based upon the evidence that was submitted at trial
11 including the reports and testimony of Mr. Bertsch, the Court
12 decided to equalize or level off the trust because doing so
13 would effectuate the parties' clear intentions. And the
14 specific paragraph from the decree Your Honor states the Court
15 further finds that while the Court could invalidate the trust
16 based upon Mr. Nelson's testimony as to the community nature
17 of the assets held by each trust, the breach of fiduciary
18 duties of spouse, the breach of fiduciary duty as an
19 investment trustee and then -- a little out of the way, the
20 Court feels that keeping the trust intact while transferring
21 assets between the trust to level off the trusts would
22 effectuate the parties' clear intention of supercharging the
23 protection of the assets from creditors while ensuring that
24 the respected values of the trusts remain equal. The Court in

1 fact did level off the trusts by awarding Lynita's trust
2 approximately \$4,000,000 from the ELN Trust. So each trust
3 approximately has 8.7 million dollars.

4 Lynita's fully aware of the Court's equalization of
5 the trusts and that the issue stemming from the rent collected
6 by the ELN Trust from 2009 through June 2013 were adjudicated
7 and resolved. This fact was conceded in the motion to amend
8 or alter judgment wherein she conceded that the only issue in
9 the division of property that the Court left unresolved
10 pertained to the existing interest in Wyoming Downs. The
11 motion goes on to say that it was brought to ensure clarity of
12 this Court's property division to allow parties to begin to
13 effectuate the transfer of -- of assets as ordered by the
14 Court and to dispose of the last remaining asset not addressed
15 by the decree.

16 This fact was again confirmed by this Court on
17 September 9th, 2014 in its notice of entry of order
18 determining the disposition of Wyoming Downs wherein the Court
19 stated that this order disposes that the last known property
20 to be adjudicated between the parties.

21 Nevada law precludes Lynita from relitigating issues
22 that have or could have been litigated at trial. We believe
23 these issues have been litigated at trial, they were litigated
24 at trial. And they were dealt with in the Court's decree of

1 divorce.

2 Because of this, Lynita's precluded from seeking the
3 rent collected by the ELN Trust between 2009 to June 2013
4 because those issues were disposed of in the decree of
5 divorce. However, even if this claim wasn't disposed of,
6 Lynita's still precluded from relitigating this claim because
7 she had the opportunity to do so at trial.

8 If this Court entertain's Lynita's claims regarding
9 this back rent, it's undoubtedly going to open the floodgates
10 for additional claims that she purportedly has against the LSN
11 Trust that could have been or were addressed in the divorce
12 decree. I mean, it -- now she's going back to May 9th, 2009.
13 What's to stop her from going back to 2008 next month and 2007
14 the month after that?

15 This is going to be a repeated pattern where she's
16 going to try to knock down the -- the specific intent of this
17 Court which is evidenced throughout this Court's 50 page
18 divorce decree that it was intended to equalize or level off
19 the trusts which is what this Court did. For that reason, I
20 believe it's inappropriate and improper barred by res
21 judicata, whatever legal theory you want to throw in there,
22 she's barred from being able to go back and seek rent now from
23 2009 through the entry of the decree.

24 THE COURT: Okay.

1 MR. KARACSONYI: I know in the -- in the decree of
2 divorce certainly you took the values of real properties and
3 -- and those -- those obviously appear to have been equaled
4 out. The -- the issue you had is during the pendency of the
5 case you recall there were numerous requests for support and
6 the Court continuously deferred those rendered a decision on
7 the -- on the complete case.

8 So our position is to the extent that -- that we
9 were simply waiting for a decision on what belonged to who,
10 that at that point that would have been the appropriate time
11 to say okay, now let's go back and look at the income from
12 those properties. And that's what we thought has been going
13 on all along. And -- and go ahead and deal with the income
14 that was generated from those properties. So --

15 MS. PROVOST: The Court's first accounting with that
16 January 2010 --

17 MR. KARACSONYI: Yeah, I think the Court's first
18 accounting Ms. Provost was pointing out went back to January
19 1st, 2010. So the -- the issue was -- I mean, here's how this
20 case played out. They said well, you know, this belongs to
21 us, you can't award anything to her, she doesn't need support,
22 she has money. Then you make a final decision and they say
23 well, now she can't go back and get that money. I -- I mean,
24 that's -- that's the issue we have with it.

1 To the extent you were waiting to find out, you
2 know, put it altogether, put all the pieces together and make
3 a decision on what was going to belong to who or what -- what
4 was going to be confirmed to who. Until that point it really
5 would have been premature to decide -- or to -- to make those
6 decisions. And the Court wasn't inclined to make those
7 decisions.

8 So the Court wasn't inclined to divide that income
9 at that time. It's not like we didn't -- the requests weren't
10 made. The requests were made. Yeah, and the May 9th is the
11 specific date of the filing of the complaint when you were
12 separating these people. This isn't an arbitrary date. This
13 isn't open the floodgates. This is okay, we started with the
14 divorce. You said we -- we have requested support. We
15 requested division of income. He said no, I'm not going to do
16 that. I'm not going to do that now. I'm deferring those
17 issues.

18 Okay. I'm going to -- I'm -- I want to -- I want to
19 do an accounting, find out what's what, see how I'm going to
20 rule. Then you make a ruling. And now we're saying okay, can
21 we go back and get the income for the property that you
22 confirmed should have been hers anyways because he breached
23 these duties. And they say oh, it's too late for that, I'm
24 sorry.

1 So that's -- that's really our position on that. We
2 feel that -- that the issue was at least right starting when
3 you made those decisions in June of 2013 to start doing these
4 accounting which is what we've been working on diligently over
5 the last two years. So to -- I don't see how those issues
6 were even based on what had transpired before were even ripe
7 until that point in time when you made those -- those rulings.

8 MR. LUSZECK: Your Honor, those accountings that
9 they're talking about, that didn't become an issue until
10 August 1st of 2013. If their position was right and they felt
11 that they were entitled to this money all along, why didn't
12 they bring this to the Court's attention and its motion to
13 amend? They didn't bring it to this Court's attention until a
14 hearing on August 1st.

15 And in regards to the accounting back to 2010 or
16 2009, whenever that was, that was ordered -- because they made
17 that request orally, Your Honor. There was no briefing on
18 that topic, none. It's in none of their prior pleadings.
19 This wasn't raised until they raised it an oral argument at
20 the August 1st, 2013 hearing.

21 Had they made it into the motion to a better
22 argument in their motion to amend, maybe there would be some
23 credence to that argument, but there's not.

24 MR. KARACSONYI: But why would you --

1 MR. LUSZECK: All of the issues --

2 MR. KARACSONYI: Oh, sorry.

3 MR. LUSZECK: -- were some -- were supposed to be
4 summarily disposed of in the decree of divorce. That's what
5 everybody intended. That's what everybody thought. Just
6 because this Court made -- or ordered the ELN Trust to provide
7 an accounting from January 1st, 2010 because they made that
8 request in oral argument at the August 1st hearing, doesn't
9 mean that that wasn't encompassed in the decree of divorce.

10 What's going to happen is the ELN Trust has to make
11 payments for all that back rent. We're talking about hundreds
12 of thousands of dollars which is going to further provide the
13 LSN Trust an economic windfall, Your Honor.

14 And although this Court ordered that the ELN Trust
15 provide an accounting Lindell back to January 1st, 2010, we
16 believe that was an error Your Honor and we have appealed that
17 very issue. That very issue is in front of the Nevada Supreme
18 Court. So once again, I don't think it's appropriate for this
19 Court to address that issue again for all these additional
20 properties until we at least know where the Nevada Supreme
21 Court is going to come down with that issue.

22 THE COURT: So you have that as the Lindell and the
23 Arnold property. Is that --

24 MR. LUSZECK: Lindell, Arnold, I think the

1 Mississippi RV park.

2 THE COURT: Okay. We'll just --

3 MS. PROVOST: Half is owned by Mrs. Nelson prior to
4 the divorce for which Mr. Nelson maintained all of the income
5 during the pendency of the divorce over the objection of Mrs.
6 Nelson, over the objection for the request of this Court enter
7 orders repeatedly requesting --

8 THE COURT: So that's my -- that's my concern. I
9 did take property from the EL -- ELN Trust to equalize the
10 distributions. But I'm concerned if it was her property --
11 clearly her property before.

12 MR. LUSZECK: But part of the basis for the value of
13 the ELN Trust was the income collected. So essentially now
14 they're going to be -- they're going to be double dipping. So
15 you used the numbers that were provided by Mr. Bertsch in
16 providing a value to the ELN Trust. Now they're coming back,
17 now that they've received the benefit of that value, they're
18 demanding all of the income obtained from the rent for those
19 years.

20 MS. PROVOST: That might make sense Your Honor if
21 they collected the rent and put it into a bank account and it
22 sat there and it grew and it grew and it grew. But it didn't.
23 Mr. Nelson would take the income from Mrs. Nelson's properties
24 and use it to his benefit and his advantage and use it to

1 maintain his assets. And Your Honor, at some point in time
2 there has to be some equity.

3 Mrs. Nelson was -- should have been receiving the
4 income from her properties from at least the date that Mr.
5 Nelson decided to end their marriage and file the complaint
6 for divorce. And that's why we are asking from the May 6th,
7 2009 --

8 MS. FORSBERG: Your Honor --

9 MS. PROVOST: -- date forward.

10 MS. FORSBERG: Your Honor, that would be okay if we
11 were in California and the community ended at the date of --
12 of filing of the complaint or the date of separation. We're
13 in Nevada. It doesn't end there in divorce. Even though we
14 disagree that these are community assets, they made a big deal
15 about these all being community assets if you recall.

16 You separate the things. You don't go back and say
17 oh, well, she paid more for shoes and he paid less for
18 clothes, so she should pay him in a divorce. You take it the
19 date of the divorce decree because we're not California. We
20 don't say that it -- that it ends the date of separation of
21 filing a complaint as Ms. Provost was just trying to make that
22 her argument that that's the day it should happen.

23 MS. PROVOST: So is there a concession then from the
24 ELN Trust and from Mr. Nelson that all of the assets are in

1 fact --

2 MS. FORSBERG: No.

3 MS. PROVOST: -- community assets?

4 MS. FORSBERG: Exactly what I said.

5 MS. PROVOST: Because if that's the reason --

6 MS. FORSBERG: We disagree.

7 MS. PROVOST: -- we're not dealing with the ELN
8 Trust and the LSN Trust owning anything.

9 MS. FORSBERG: If you had -- had listened to my
10 argument, I stated we disagree with that position, but you've
11 tried to make it your position and we disagree with it, but
12 you can't have it both ways.

13 THE COURT: Here's what I'm going to do. You guys
14 made your records, I read everything. I'm going to rule on
15 all of these issues with specific findings because I'm sure
16 it's -- it would be something that could end up in appellate
17 court. The issue that you challenging her right to -- or
18 entitlement to rental proceeds from July 1st, 2013 to current,
19 are you challenging that part? I know you're arguing about
20 the back, any rental proceeds and the value going back. Why
21 wouldn't she get the -- the rental property from July 1st,
22 2013 going forward?

23 MR. LUSZECK: Oh, sorry. I mis -- I misunderstood.

24 THE COURT: Yeah, the --

1 MR. LUSZECK: I'm talking about prior to the
2 entry --

3 THE COURT: Yeah.

4 MR. LUSZECK: -- of the decree of divorce.

5 THE COURT: I'm going to say but this -- that's why
6 I asked you for the Lindell rent when I was saying July 1st,
7 2013 current 48,000 plus 3200 per month thereafter. Are you
8 challenging that? I understand your basis on the --

9 MR. LUSZECK: Yeah.

10 THE COURT: -- Lindell rent before on that.

11 MR. LUSZECK: I mean, we want to stay or placed in a
12 blocked account, but yeah, no. We're not --

13 THE COURT: Okay.

14 MR. LUSZECK: Yeah.

15 MS. FORSBERG: And to clarify the position that Ms.
16 Provost said, Your Honor, I say they can't have it both ways.
17 We disagree that it was community in nature. We believe that
18 ELN Trust owned the property. However, they made the argument
19 that it should have been community. You divided it like it
20 was though. We disagree with that. And then now they want to
21 flip it and say no, it's not, now we get the money back. They
22 can't have it both ways, Your Honor. You know, if they wanted
23 the one way, you know, that's different. Ms. Provost is
24 talking out of both sides it seems to me.

1 THE COURT: Anything you want to add as far as -- as
2 the back rental just on Lindell? It would be -- we dealt with
3 the July 1st, 2013 going forward. I think that's a no
4 brainer. Anything you want to add that you haven't already
5 addressed just so I get a nice record for everybody? Because
6 I'm going to go item by item like I did with the decree of
7 divorce, make specific findings because I have concerns that
8 it may be challenged again. So I mind you, they're very
9 specific, because otherwise the supreme court send it back for
10 clarification how you decided what you got there. But is
11 there anything you wanted to add on behalf of the LSN Trust as
12 far as the \$41,843 and plus the rentals from June 9th through
13 June 30th, 2013?

14 MS. PROVOST: Your Honor, we do need an accounting
15 for the month of January 2014. That's never provided to us or
16 to the Court. So I would ask Your Honor in order for that to
17 be supplemented and provided to the Court, before you bring us
18 back for your final orders that we have the final number.

19 THE COURT: Okay. And that's through -- you said
20 through January?

21 MS. PROVOST: It's just the month of January 2014
22 and then obviously their -- their accounting was through June,
23 so -- she started collecting them right after that. So we're
24 fine. But the month of January 2014 was left out of Mr.

1 Nelson's accounting. It was never been provided.

2 THE COURT: Okay. Just need that accounting for the
3 January 2014? Okay. The removal of gate, is that an issue of
4 the 375 or is that an issue with the gate removal? I mean,
5 that was the gate alleges put up to stop Ms. Nelson --

6 MS. FORSBERG: Your Honor, it's such a nominal
7 amount, but clearly when you've ordered it ahead of time and
8 it was to do -- improve the property and to protect for
9 protection in that neighborhood, clearly for her just to come
10 in and get out and now she wants to charge him to come yank
11 out something that it ordered, I mean, it -- when it was
12 always his -- I mean, it's said Mr. Nelson paid \$3500 for that
13 gate to be put there for -- for it. I mean, that seems like
14 -- at the time they're managing it, so --

15 THE COURT: It was for safety. I'm -- I'm very
16 concerned about the timing of that. Then it was safe up to a
17 certain point. And then when Ms. Nelson has access to the
18 property and now it's unsafe to put a gate. So I ain't buying
19 that nonsense. I think that's a bunch of hogwash that it was
20 put in there for safety and I'm insulted that they would raise
21 that. The issue on --

22 MS. FORSBERG: He ordered it way ahead, Your Honor.

23 THE COURT: -- that current safety wasn't an issue
24 before.

1 MS. FORSBERG: Your Honor, so the Court knows, it
2 was ordered more than six months before that time. It just
3 took a long time to get it made. It had nothing to do with
4 the timing of that. It just happened to be --

5 THE COURT: It's coincidental? I don't know about
6 that.

7 MS. FORSBERG: -- coincidentally. You ordered --
8 had to order it and specifically made for that area.

9 THE COURT: I'm giving the 375 for removal of the
10 gate. It's a nominal amount and I think putting that gate up
11 there is nonsense. I don't -- I don't buy it that it was for
12 safety issues and it was six months in advance this happened.
13 But for 375 I ain't going to make my time on that. The 375 is
14 a no brainer. And I don't like which I'll address later on
15 how some things were done that not the way things should be
16 done, but that's another issue on that.

17 MS. PROVOST: Your Honor, on Lindell, do we want to
18 address the issue of the \$3200 a month rent?

19 THE COURT: Yeah.

20 MS. PROVOST: Understanding that obviously you'll
21 rule on when that actually is to begin, but --

22 THE COURT: Yeah.

23 MS. PROVOST: -- Mr. Nelson in his reply brief
24 conceded the \$3200 would be a fair rent when he said that

1 that's what he's willing to pay Mrs. Nelson to stay in the
2 property. We really have two issues. One is 30 -- is \$3200 a
3 month the rent that should -- Mr. Nelson should be paying for
4 occupancy of Lindell and Your Honor can make a decision as to
5 when that was to start.

6 And our second request was Your Honor required that
7 we come before you before Mrs. Nelson proceeding with the
8 eviction which she could have done through the justice court.
9 We served all of the required noticed for her to proceed with
10 the eviction.

11 At this point in time given what has occurred
12 between these parties even in October of this -- you know, a
13 few months ago, keeping Mr. Nelson in the property as a tenant
14 ongoing until whenever the Nevada Supreme Court finally makes
15 its rulings. It's just not feasible and Mrs. Nelson is asking
16 for this Court to enter an order allowing her either to
17 proceed with the eviction in justice court but with -- our
18 preference would be is that Your Honor has the authority to
19 proceed with the eviction here and -- and require him to
20 vacate the premises. He -- he has been served with
21 appropriate notice long ago.

22 THE COURT: Okay. Well, as far as the first issue
23 on that that he challenged the \$3200, I think that was based
24 on Mr. Bertsch's \$1 a square foot which I think is kind of on

1 the low end of the spectrum. I know it kind of runs depending
2 on where you're at and the location on that, but it seems like
3 a dollar per square foot was fair and reasonable. Are you
4 challenging the dollar a square foot rental?

5 MS. FORSBERG: No, he's saying that's fine, Your
6 Honor.

7 THE COURT: So the issue is the eviction?

8 MS. FORSBERG: With cam, with cam.

9 MR. NELSON: That's his total.

10 MS. FORSBERG: You know, that's the total with cam.

11 THE COURT: And basically -- okay. So the issue is
12 the eviction. I did -- I read those issues on that. I do
13 believe there is any -- is that our criminal case pending with
14 a trial in February coming from an October incident? I was
15 very troubled by the restraining order that was issued by Ms.
16 Rochelle -- I forgot her -- her name was McGowan, but I forgot
17 where -- Rochelle McArthur back in September 23rd, 2014
18 through October 16th, 2014. They had said it was a temporary
19 protective order, but it looks like it was more of a
20 restraining order out of community court, wasn't it? It
21 wasn't a temporary protective order against domestic violence
22 because I don't think it would qualify.

23 MS. FORSBERG: It said temporary protective order on
24 the actual thing, I believe.

1 THE COURT: Yeah.

2 MS. FORSBERG: I put it as an exhibit.

3 MR. KARACSONYI: It was a temporary protective order
4 and it -- we -- we filed a motion to dissolve and there was no
5 opposition that it was dissolved.

6 MS. FORSBERG: Well, she didn't object to it,
7 because it was only three days in her opinion. She didn't
8 realize she could request an extension. She sat for three
9 days why go to the trouble of filing an opposition.

10 THE COURT: What was the basis to grant a temporary
11 protective order? Where is --

12 MS. FORSBERG: Because she --

13 THE COURT: -- the relationship?

14 MS. FORSBERG: -- pulled behind the car. She pulled
15 behind --

16 THE COURT: No, I mean, where is the relationship?
17 I'm not the smartest man on the block obviously, but NRS 33
18 says you have to have a domestic relation. They resided
19 together, have a child together, they dated together --

20 MS. FORSBERG: But it wasn't through family court,
21 Your Honor.

22 THE COURT: -- they lived together.

23 MS. FORSBERG: It wasn't through family court. They
24 issued it.

1 THE COURT: All right. So it was a TRO. It was a
2 temporary restraining order, not the TPO. It wasn't against
3 domestic violence. It was a temporary restraining order.

4 Okay. Kept resolving to a TPO. It was actually --

5 MS. FORSBERG: But they did --

6 THE COURT: -- a TRO through community court.

7 MS. FORSBERG: But they did work -- word it that
8 way. I think Mr. Karacsyoni and I wrote -- we looked at it --

9 THE COURT: It did?

10 MS. FORSBERG: -- and it said that on that.

11 THE COURT: Okay.

12 MS. FORSBERG: And we were both surprised, I think.

13 THE COURT: If they -- I'll tell you what happens is
14 TROs, I've looked at those through the justice court. They
15 grant 99.99 percent of those because they don't mess with
16 them. Someone grants them, they grant them for 30 days only.
17 If you don't like it, then you got to put a motion on to
18 extend it or to dissolve it.

19 But I don't think those are worth the paper that
20 they're put on to be quite honest because there's no analysis
21 of it. I've looked at that and talked to the civil court
22 about that. My understanding is they kind of grant those just
23 if they're filed. They grant it and they said people don't
24 like it, come forward to extend it or come forward to dissolve

1 it because we don't have time to deal with all that stuff.
2 I'm more worried about domestic violence because that's where
3 the issues come.

4 But be that as it may, I was troubled by that
5 because got the restraining order to get her out of the
6 property and then that came back with those issues and then we
7 got an incident in October which is --

8 MS. FORSBERG: Did Your Honor read her application
9 and about her husband and who it had nothing to do with Mr.
10 Nelson? She parked behind her car and kept her there for 40
11 minutes so --

12 MS. PROVOST: Did Your Honor read our -- our motion
13 to dissolve we provided proof that she was not parked behind
14 it and basically --

15 THE COURT: All right.

16 MS. PROVOST: -- it was just paranoia?

17 MS. FORSBERG: We provided that.

18 THE COURT: Yeah, I read all the that. The only
19 issue on that is the reason I get there, the things are out of
20 control. We've got that and now I got him facing criminal
21 charges I think in February 5th for a trial for something that
22 escalated an October 20th incident. I mean, the issue this is
23 not good. We've been going this Lindell. I think he needs to
24 kind of vacate that

1 But at the same token I don't think he needs to be
2 thrown out tomorrow. The issue it needs to be done. He needs
3 to look at long term because this ain't working out. And to
4 sit there and try to co-manage it or work together, that's
5 just non -- that just ain't working out there, because the
6 nature of the beast it ain't going to work out there. He
7 knows it's been coming or should have known it was coming and
8 figure out long term I need to get out of here or move
9 something on there because it's escalating. We've got
10 temporary restraining orders and now we got criminal cases for
11 things out of control.

12 And that's my concern on that is that to resolve
13 those issues on that, because that's my concern on that is the
14 things are escalating ugly. It's going to be uglier and
15 uglier and sit there and say they can work together or -- or
16 co-manage that or get that. I think he needs to look about a
17 plan to get out.

18 MS. FORSBERG: Your Honor, we would argue that these
19 -- both of these incidents are caused by Ms. Nelson. She's
20 the one who came and -- and did this. She's the one that did
21 that with Ms. McArthur, not Mr. Nelson.

22 THE COURT: Isn't he face --

23 MS. FORSBERG: Did he come down? He did not come
24 down.

1 THE COURT: Isn't he facing a criminal a case, she's
2 not? The DA felt --

3 MS. FORSBERG: Well, yeah.

4 THE COURT: -- someone screened it.

5 MS. FORSBERG: And she -- but he wasn't even
6 arrested, Your Honor. He wasn't arrested at site. There was
7 no -- no -- even the TPO, her TPO was rejected from it. So I
8 mean, clearly, you know --

9 THE COURT: Clearly --

10 MS. FORSBERG: -- this is all orchestrated by her
11 and now that's what she's using to try to get him out. And
12 she's using this Court to do it.

13 THE COURT: Well, this is her property as far as the
14 decree of divorce gave her the property. So he needs to think
15 about getting out and how is he going to get out. And the
16 issue I'm inclined to give him 30 days to get out because of
17 the business and redoing that. But he should have been
18 thinking of this since 2009 because you've been going around
19 and around the block thinking he needs to sit there and say I
20 need to get my business out of there and Ms. Rochelle out and
21 everyone away from there.

22 Because that was a problem. Everyone was involved
23 with their life, Rochelle, everybody was all parties. They
24 were all lovey dovey as family and then it hit the fan and

1 dragged everyone in the middle of this. And now we got
2 criminal charges being filed. We got temporary restraining
3 orders. It's a matter of time before someone gets more
4 seriously hurt. I know there was no arrest, but the DA
5 apparently screened it and decided to file charges. So I
6 respect the DA. They screened it and filed charges. You
7 don't have to have an arrest. Arrest would be within 24
8 hours. But they screened it and they and they --

9 MR. NELSON: Your Honor, if I may.

10 THE COURT: -- decided to file whether they find or
11 not but he needs to get out.

12 MS. PROVOST: So your finding -- your ruling Your
13 Honor is by --

14 MR. NELSON: Your Honor, if I may.

15 MS. PROVOST: -- February 26th --

16 MS. FORSBERG: Can he --

17 MR. NELSON: I've owned that building -- for 15
18 years I've been in that building. My whole business, my whole
19 structure is structured around the square footage. I'll pay
20 the 3200 square feet. My solution was within a hundred and
21 twenty days from the state supreme court ruling I'll move out
22 immediately, I'll pay the 3200. I didn't have nothing to do
23 with the Rochelle incident. I --

24 THE COURT: I know there was --

1 MR. NELSON: -- another gate. But if I could have
2 -- we're also in bankruptcy, so we're protected in the
3 bankruptcy side of things with the Dynasty Development. We're
4 in the height of that. There's thousands of files. Paul
5 Alanis came in here and blew up part of it. And so we're
6 protected under that too.

7 So if I could have four months from the date of the
8 state supreme court, I'll get out if she's awarded that --
9 that property. That's my -- that's my home away from home
10 there. All my mailings, all my offices, all my licenses,
11 everything hang on that address there, sir. And I'll -- there
12 won't be any incidents from me and I'll pay the 3200 a month.
13 And I will get out 90 days, a hundred and twenty days after
14 that state supreme court throws me out or lets me stay.

15 THE COURT: As far as the supreme court, I don't
16 know when that's going to come. That can be six straight
17 months. I think you need to start planning on relocate. I
18 don't know about an automatic stay. It has been filed in the
19 bankruptcy. I don't know what that encompasses, what was
20 filed on that.

21 I do know we had some bankruptcy cases before and I
22 made my findings about improper use of the bankruptcy court.
23 I think Louisiana and the federal court had made some
24 decisions about some bankruptcies we had going on in other

1 entities. So I -- unless I see a stay that applies on that, I
2 think you need to think about getting out and I think you need
3 to get out. I'll give you 60 days to get out. I think that's
4 fair. You were asking for a hundred and twenty days which
5 means you can do it in 60 days.

6 I'm going to give you -- and all I'm going to give
7 in to you is we'll start February, March, so by April 1st.
8 That gives you 60 -- a little bit 60 days plus to sit there.
9 If this -- maybe that gives you some thing to settle coming up
10 in February. Maybe that will give you some more incentive to
11 settle the case, but I think you need to be out by the -- by
12 the close of business on December -- on March 31st and pay
13 rent \$3200 from July 1st currently and get caught up on that
14 and -- does that cause any major heartburn to the other side?
15 And that gives some time to file things if you need.

16 MS. PROVOST: So --

17 MS. FORSBERG: Your Honor --

18 MS. PROVOST: -- rent is from July 1st, 2013, Your
19 Honor?

20 THE COURT: Definitely from that point. I'll --

21 MS. PROVOST: \$3200 a month?

22 THE COURT: I think that's a no brainer. Yeah, I
23 think that's a no brainer through current.

24 MS. PROVOST: Through current. So when is he due --

1 when is he required to bring that amount current to keep him
2 in this --

3 THE COURT: Talk -- yeah, we'll talk about it --
4 because I won't hear about it -- with the 60 days. Does that
5 work for -- I know they wanted a hundred and twenty. I cut it
6 in half. That gives them some chance to get some immediate
7 relief. I do know with businesses and relocating, but this
8 has been going on, it's brewing and things out of control.
9 And I think in fairness 60 days would be fair and that would
10 give you to March 31st which is --

11 MR. KARACSONYI: Just so you know, Your Honor, the
12 stay -- the stay they're referring to is that he's saying some
13 entity that he has -- that he manages there. It's -- the
14 building's not owned by any other entity or anything. But I
15 -- I think Ms. Nelson had some work that she's doing there and
16 she just doesn't want him to interfere with it or \

17 MS. NELSON: Can I address you --

18 THE COURT: Sure.

19 MS. NELSON: -- sir?

20 THE COURT: Sure.

21 MS. NELSON: I -- in bringing the properties, this
22 one specifically is what you're speaking.

23 THE COURT: The Lindell, right.

24 MS. NELSON: Okay. So I will address that issue

1 right now. In bringing the property to a situation where the
2 tenants will stay. It's not an estate. It -- it needs some
3 work in order for me to lease it out properly.

4 I began some work on getting the building ready to
5 be painted, because I recall it's -- it's never been painted.
6 And I had some workers there at the building and they were
7 chased away by Mr. Nelson and -- and refused to return.

8 There is additional landscape work and there's a
9 sign. There's never been a proper sign on the property.
10 There's a four by four on -- on some plywood. And in order --
11 in order -- what I'm trying to say is that in order for me to
12 make that property profitable there's work that needs to be
13 done. And I have not -- I'm not confident that that work can
14 go forward without challenges.

15 The day that I pulled into that parking lot to draw
16 a picture of the parking spots was to have the tar redone on
17 that property. And what became of that but a restraining
18 order TPO, a TRO, I'm not sure what it was, from Ms. Rochelle.

19 And I'm -- I'm just asking the Court to consider
20 that I have -- just had to put a new roof on the property. It
21 was \$30,000 because the last rain poured into one of the
22 suites. New roof has never been put on or maintained properly
23 and they threatened to leave -- clearly they couldn't have
24 stayed in that -- in that situation anyway.

1 So moving forward, I have a schedule and I told
2 these tenants that are left there that this work is going to
3 be done. And I -- I would just ask that you would recognize
4 that this work needs to be done. And I -- I don't know that I
5 can trust that I can do that or even be on the property safely
6 and securely as long as Mr. Nelson is there.

7 THE COURT: Okay. As far as the -- those issues, I
8 mean, right now you have a criminal case I think set for
9 February 5th. So those issues -- so you keep -- I do share
10 Ms. Lynita's concern. I think what happened that's why we
11 need to get this resolved. I do understand on the fact that
12 she wants to be able to get continuing tenants and maintain
13 the tenancy there.

14 What we're going to do is I'm going to order you to
15 vacate by the close of -- by March 31st by midnight so that as
16 of April 1st you're no longer be a tenant. The reason that
17 gives you time to get a new location. I do share the concerns
18 by Ms. Nelson. We'll order Ms. Nelson as far as the owner of
19 that property, you can make any repairs or improvements you
20 want. It's not Mr. Nelson's concern. And at this time
21 pending a supreme court decision otherwise it's her property
22 and she can do it like any landlord.

23 If there is any problems on that with him chasing
24 people away or getting in their face, bring them in there with

1 an order to show cause with specifics and we'll do that
2 because he will be upset having to move out of there, I get
3 it, but too bad. The fact is this is non-tenable. We can't
4 be having this stuff going on there where someone gets hurt.
5 And the fact is he should have been planning on this since May
6 2009 he's been sitting there having full reign of the
7 property, not paying any rental for the property on that and
8 this Court did some things to equalize on that. But it's
9 clearly as entitled to rent. The \$3200 monthly, you should
10 have been making some good faith payments to you anyways, I
11 would be more sympathetic.

12 But the fact is he needs to get out of there before
13 things escalate. And the fact that he hasn't paid rent
14 before, the fact is if you want to do a rental agreement with
15 it, that's of course up to you if you want to do that. But
16 right now on the furnace, I'm going to order him to pay rent
17 as of July 1st, 2013 currently at the amount of \$3200 per
18 month. When --

19 MS. PROVOST: That comes to \$54,400 for the 17
20 months between July of 2013 and present.

21 THE COURT: And that needs to be paid so that you
22 can remain there. If you're not going to pay that, then I'm
23 going to have it -- be able to evict you within the three days
24 to the civil eviction court for nonpayment of rent. What time

1 frame do you need to pay that 54,400? I don't know what the
2 assets are, but I'm not going to give you much time on that,
3 because you should have been anticipating this rent from --
4 from day one and not waiting to see what the supreme court
5 does a hundred and twenty days. That's fair, because then if
6 the supreme court affirms it and you got a hold of that for
7 all that time and she got shortchanged, the supreme court
8 overrules me, then we'll give you your 54,000 back through
9 other offsets if the supreme court says I was wrong.

10 MR. NELSON: Can we -- can we do that in the
11 offsets? Because, you know, you held the deal in the cabin
12 for her benefit. Can you hold the side of the cabin for my
13 benefit for that 54,000?

14 THE COURT: No, I think as far as that, I think you
15 need to pay rent like any business person and I think you've
16 been getting away with it for a long time. You should have
17 anticipated paying something. If you were to make any
18 payments to her, I would be fine with that. But you haven't
19 done anything, dragging everything out and waiting a hundred
20 and twenty days with the supreme court. You need to pay rent
21 like any business. 54,400. I'm inclined to give you a week
22 or 10 days to pay it so that you can come up with that.
23 Otherwise, he can evict you for nonpayment of rent.

24 And I would rather have you have some time to get

1 business -- and in order to pay the rent current at the amount
2 of \$3200 per month effective July 1st, 2013. We're going to
3 give you til the close of business February 6th by 5:00
4 o'clock. That gives you about nine days to come up with that
5 back rent and the current rent. If you don't come up with
6 that, then you can evict him to the civil court which will be
7 basically three days notice.

8 And this Court put in the record on that that it
9 would be nonpayment of rent. And again, I think that's given
10 you a little bit more time than they would like on that. But
11 then it gives you a chance to come up with the back rent
12 because you should have been paying rent at least since the
13 decree came in even with the stays and the writs on that, the
14 fact that she was entitled to rent proceeds and you have been
15 staying there basically free.

16 And if anything comes up, we'll reimburse you
17 through any of her assets if it looks like that was not the
18 right thing to do. But it looks like with the Lindell
19 property you've been sitting there rent free from day one.

20 MS. FORSBERG: Your Honor, as for a formality I --
21 of course I need to offer an oral request for stay because
22 then we can file a stay with the supreme court. So I'm
23 requesting an oral request for a stay and --

24 THE COURT: Absolutely. We'll notice the stay will

1 be denied and what we'll do is we'll come back with specific
2 findings so you have something that you can appeal on or stay
3 on that to get that going. So I gave you until the end of
4 next week so you got time to get something filed on an
5 emergency basis --

6 MS. FORSBERG: Thank you, Your Honor.

7 THE COURT: -- but -- and that gives a chance on
8 that. So I'll order that to be paid in full by the close of
9 business on February 6th which is a week from this Friday. If
10 not, you can proceed with the eviction through the civil court
11 and you can use these minutes to show the court so that's
12 pretty clear the rent should be paid and when you need to pay
13 it. So I think it's a no brainer for eviction if it does not
14 pay that.

15 And I will get -- when we come back later this week
16 with specific findings so we can get an order on that so you
17 got something to submit to the supreme court because you can't
18 take it on an oral decision, so we'll --

19 MS. FORSBERG: Thank you, Your Honor. If you can
20 provide that to me.

21 THE COURT: And I'll take it under advisement the
22 other payments they're requesting going all the way back to
23 May 2009.

24 THE COURT: You've got the same argument on the --

1 on Arnold I think was the same property you had. You guys
2 have the same argument that the Arnold was for back rent from
3 prior to the divorce decree and your position was that the
4 equalization on that should have been no prior rents prior to
5 the divorce decree of June 3rd. Is that -- that was my
6 understanding when you argued the Lindell and the Arnold --

7 MR. LUSZECK: That's correct. Yeah.

8 MS. PROVOST: Is there any objection to payments
9 from the -- as represented on the accounting which are from
10 the decree forward which would be \$1,037.72 along with the
11 amounts in October and November and December of \$450, \$450 and
12 \$432.

13 THE COURT: Any objection to the rents going
14 forward?

15 MR. LUSZECK: The same argument that we've lodged
16 before in regards to the payments that were --

17 MR. NELSON: Received.

18 MR. LUSZECK: Received I think for November and
19 December. I think those checks need to be reissued to the LSN
20 Trust as opposed to the ELN Trust, you know, cashing it,
21 having to report it as income and then writing a check with
22 the LSN Trust.

23 THE COURT: I don't know if you can make that happen
24 whatever they need to do so they don't -- okay. So you're

1 okay with --

2 MS. FORSBERG: Because they just need to sent it
3 back to -- to get the reissued.

4 THE COURT: Okay.

5 MS. PROVOST: And we've -- we've provided an
6 assignment for the rental agreement that Mr. Nelson entered
7 into despite not having ownership of that property. And Ms.
8 Forsberg has requested some changes to the language. I don't
9 know that we're going to be able to resolve that. If not,
10 we'll bring it to you next week.

11 Two of the requests were fine. The third request
12 was that any of the disputes regarding the lease agreement be
13 dealt with in Nevada despite the fact that it's Mississippi
14 real property and a Mississippi rental agreement.

15 THE COURT: Yeah, that --

16 MS. PROVOST: So that we -- we cannot agree that the
17 dispute needed to up -- dealt with in Nevada. If they're
18 willing to waive that, then the other requests that she had
19 would be fine and we'll send those over.

20 THE COURT: I think if there's a problem, I don't
21 think we would have in rem jurisdiction over the property in
22 Mississippi. So I don't think we even have the jurisdiction
23 to --

24 MS. PROVOST: Exactly, Your Honor. And it's -- it's

1 a -- it's a request that can't happen.

2 MS. FORSBERG: Your Honor, he's fine with that
3 anyways. We can strike that provision if she be either -- you
4 know, the revised for the other --

5 MS. PROVOST: We'll get her the assignment as soon
6 as possible and -- and we'll have that likely executed before
7 we're back before you. So there has -- my understanding there
8 was no objection to the 1,037.72 which is due at according to
9 Mr. Nelson's accounting. And that should be paid to Mrs.
10 Nelson. We will have the checks reissued for the October,
11 November and December payments so that she can receive those.

12 MR. LUSZECK: Yeah, and once -- no objection with
13 the caveat that --

14 THE COURT: Yeah, the same ongoing that you had for
15 the other properties. The Russell Road, that was a 26,694.40
16 requested basically for the -- on the accounting on that.
17 She's requesting the one-third interest on that. And it was
18 requesting that and one-third current from July 1st going
19 forward. But that's with the 26,9 -- 694.40 came forward on
20 the Russell Road which is the third, third and a third.

21 The position on the -- the trust or Mr. Nelson as
22 far as other than the -- the general --

23 MR. LUSZECK: Nothing than what's already been
24 addressed, Your Honor.

1 THE COURT: Okay. Anything else you want to add to
2 -- to that as well as --

3 MS. PROVOST: Yeah, only that there's been no
4 accounting provided since June so we don't know what's come in
5 since June, but she would be entitled to those monies as well.

6 THE COURT: So you're talking about the accounting
7 since -- you got no accounting since June 1st, 2014? Is
8 that --

9 MS. PROVOST: That's correct, Your Honor.

10 THE COURT: Okay. So you're requesting an
11 accounting from June 1st, 2014 current.

12 MS. PROVOST: Had indicated -- they had indicated
13 they would provide it monthly. It never came.

14 THE COURT: And that --

15 MR. LUSZECK: We haven't been getting any monthly
16 accountings either, Your Honor.

17 THE COURT: All right. Okay. And then we got the
18 Mississippi RV park I guess which was a request for the back
19 rents from May 6th, 2009. Of course, this goes all the way
20 through December 31st, 2014. That was -- as far as --
21 assuming there had been the -- the payments -- I think it was
22 based on 4,000 a month I think as that was the calculation
23 that I -- I'm looking for my notes on that.

24 Okay. As far as -- I know the position from the

1 Trust was the same as to the Lindell and the Arnold property
2 as part of a equalization and therefore they should only get
3 rent -- rentals from July 1st, 2014 current. Is that -- is
4 that --

5 MR. KARACSONYI: Yeah.

6 THE COURT: Okay. Anything you want to add on
7 behalf of Ms. Nelson as far as --

8 MS. PROVOST: There has been no accounting provided
9 for the RV park despite requests. And Your Honor, our other
10 request was that you authorize limited post-decree discovery
11 which would be only to issue a subpoena directly to Full House
12 Resorts so that we can receive the accounting that we never
13 received from Mr. Nelson and so that we can receive the leases
14 associated with the RV park so that Mrs. Nelson can do what
15 she needs to do with respect to her property.

16 THE COURT: I think that -- that --

17 MS. PROVOST: This is -- this is not property that's
18 being transferred to Mrs. Nelson. This is property that has
19 always been owned by Mrs. Nelson.

20 THE COURT: That -- that she owned before and I
21 think it was sold through Full House Resorts or something
22 that --

23 MS. PROVOST: Yes.

24 THE COURT: So you need those documentation.

1 MS. PROVOST: Yes.

2 MR. NELSON: What was that?

3 MR. LUSZECK: Your Honor, I don't know how reopening
4 discovery is going to help at all with getting an accounting.
5 We couldn't provide an accounting. But I don't know why we
6 have to reopen discovery just so she can get a lease. Can't
7 she open a limited -- limited proceeding over there to get it
8 open? Obviously our concern is is that somehow this limited
9 request to open discovery is going to turn into something far
10 more and we're going to be back in front of you 20 more times
11 dealing with issues stemming from --

12 THE COURT: My issue I think she's entitled to an
13 accounting to see what happened, how do we can get that done
14 if we can do it short of having a subpoena. I'm fine, but we
15 have no accounting.

16 MS. PROVOST: We -- we asked for an accounting. You
17 ordered an accounting.

18 MR. NELSON: You've ordered her an accounting.

19 MS. PROVOST: You ordered an accounting more --

20 MR. NELSON: We have it.

21 MS. PROVOST: -- than a year ago.

22 THE COURT: Over a year ago if I remember, yeah.

23 MS. PROVOST: And we have been asking and we keep
24 getting the promise that it's coming. And now once again it's

1 a promise that it's coming. At this point in time, Full House
2 Resorts is prepared to provide us with the information. All
3 they need is a subpoena so that they don't then end up --

4 THE COURT: Getting sued.

5 MS. PROVOST: -- with other people suing them for
6 release of the information. We are not seeking --

7 THE COURT: Are you --

8 MS. PROVOST: -- to reopen discovery other than to
9 be able to issue the subpoena that is necessary to Full House
10 Resorts to obtain the lease and to obtain the accounting.
11 They obviously are going to have the records because they're
12 the ones making the payments --

13 THE COURT: Making the payments.

14 MS. PROVOST: -- to whomever they're making them.
15 The lease is going to tell us exactly to whom those payments
16 are being made. And they're going to be the entity that has
17 the checks and the information to show exactly how much has
18 been paid without any of the corresponding deduction problems
19 that we may have if Mr. Nelson prepares the accounting.

20 MR. LUSZECK: First of all, this Court never ordered
21 the ELN Trust to provide an accounting from May 6th, 2009
22 through present. That never happened with any of the
23 properties except for the Lindell which we addressed earlier.

24 Second -- second of all, one of the issues has been

1 which I've told opposing counsel on numerous occasions is one
2 of the problems we've had in compiling accounting and
3 providing a lease is there is a couple sheds on Lindell which
4 were taken down by Ms. Nelson which had documents and other
5 things in there. And I think that's going to be an issue
6 that's going to be raised later, but that has been a hindrance
7 to the ELN Trust's ability to prepare an accounting.

8 MS. PROVOST: That -- that might be a viable
9 argument if --

10 THE COURT: Okay. If there's a problem with the
11 trust with getting an accounting, we'll order -- issue a
12 subpoena for the limited purpose for the Full House Resorts to
13 get an accounting and a lease. We'll make it very limited on
14 that. And if you come up with an accounting in the interim
15 before then --

16 MS. FORSBERG: Your Honor --

17 THE COURT: -- if that solves it, fine.

18 MS. FORSBERG: -- originally they had -- they had
19 advised us that all those things were gotten -- had been
20 gotten rid of. Now we hear in the last letter, letter or two
21 before that now they have documents that by the end of today
22 or tomorrow they want to decide what's happening to them or
23 get rid of them is my understanding.

24 MS. PROVOST: I have no idea what Ms. Forsberg --

1 THE COURT: Yeah. Yeah.

2 MS. PROVOST: -- is talking about.

3 THE COURT: Yeah. But let's finish this one first
4 and then we'll see what document she's talking about. But as
5 far as the Mississippi RV park, we'll order -- the Court will
6 allow a subpoena be issued as to Full House Resorts for the
7 limited purpose only of getting an accounting and a lease
8 because I can't make any decisions as to that unless I know
9 what the lease was and what's been paid. That way I can make
10 a determination. I think the number 272,000 was based on
11 4,000 per month from -- on May 9th to the end of December
12 31st, 2014. I don't know if those were paid or not paid. So
13 I don't know.

14 MR. LUSZECK: I don't know. I thought Mr. Bertsch
15 had addressed this to some degree in his reports.

16 THE COURT: Yeah, I mean --

17 MR. LUSZECK: So it was agreed then --

18 MS. PROVOST: Mr. Bertsch was never provided with
19 the lease, Your Honor. So this argument that now all of a
20 sudden they don't have a lease that they couldn't even provide
21 to Mr. Bertsch back in 2011, Mr. Bertsch's numbers -- if you
22 look at this reports, he provided an overall value for the
23 Silver Slipper. He could not break down how much of that was
24 rental property income versus how much of that was Eric's

1 management fee income versus how much of that was other Silver
2 Slipper income because the lease was never provided.

3 THE COURT: I think you need the lease. It's been
4 going on there. I'll have to look. Mr. Bertsch had I think
5 about 16 reports on that. So I'm going to have to go through
6 all this in a little bit more detail to refresh my memory on
7 those issues. But let's get the lease and the accounting and
8 that should resolve that as far as the Mississippi RV park.
9 One way or the other I think that should resolve it.

10 MS. PROVOST: So we -- we -- discovery has been
11 reopened specifically limited to being able -- we are able to
12 issue the subpoena --

13 THE COURT: An accounting and a lease as to --

14 MS. PROVOST: -- Full House Resorts for accounting
15 and lease.

16 THE COURT: -- Full House Resorts in order to
17 determine what the lease is and any accounting so we can
18 address any proceeds so I can make some basis to rule on.

19 MR. LUSZECK: And is the accounting period -- what
20 is the accounting period? Is it limited to post-divorce
21 decree or is it prior to?

22 THE COURT: How long -- I think --

23 MR. LUSZECK: I mean, our position is is that this
24 was all subsumed within the -- the divorce decree and it's

1 get all the income that was awarded to her.

2 As a practical matter, the argument that they're
3 making really doesn't -- it doesn't make sense logically,
4 because what they're arguing is that she already received the
5 monies for the income by virtue of the fact that you release
6 certain monies from the Nevada State Bank account to her.

7 The fact of the matter is that you used a certain
8 calculation that you anticipated she would get something like
9 20,000 a month and use that to give her funds. But that
10 wasn't intended to compensate her for the monies -- the income
11 from the properties that she would have got specifically,
12 because if it was, then how are you -- how then are we
13 securing and what bond have they posted to secure the lump sum
14 alimony award?

15 In fact, your order was pretty clear that once -- it
16 said it's further ordered that once Eric and the ELN Trust
17 provide the accountings ordered herein, the parties can
18 address with the Court any issues related to the same. And
19 the payment and security of payment of any amounts that may be
20 owed to Lynita and the LSN Trust. So your intent all along
21 was to go ahead and go forward with getting these accountings
22 done and getting the monies paid to Lynita.

23 They have absolutely no concerns, because you
24 secured any claim they may have in the future with the

1 properties, specifically you secured -- you ordered that
2 neither party would be able to liquidate their one-half of
3 Brian Head which is worth \$492,500 each, that she could not
4 sell the Lindell or Banone properties without an order of this
5 Court.

6 And as you know, she already owned half of Lindell.
7 So her half of that was \$572,500. Banone speaks for itself
8 because it secures itself. So really there's no -- there's --
9 there's no reason for them to argue that -- that they
10 shouldn't be able to give the money now, that they shouldn't
11 have to give the monies now because you've already secured it.
12 And to the extent they're arguing that it's a double dipping,
13 it's not a double dipping, because that was intended for lump
14 sum alimony. And if you allow them to use her money to pay
15 herself the income, then there's nothing to secure the lump
16 sum alimony if she prevails on appeal. Now we're short funds.

17 So that's how we would respond to -- to their
18 arguments on that issue. And we would ask that the Court
19 continue with its stated intent back at the time of the order
20 and go ahead and allow the accountings to play out and to
21 order the compensation that needs to be ordered with the
22 understanding that the Court has already secured enough
23 property to make any offsets in the future if necessary.

24 MR. LUSZECK: Your Honor, the state of intent is

1 from the provision of the order that I just read which is the
2 Court is not inclined to resolve or modify the injunctions
3 previously issued by the Court at this time except as
4 otherwise specifically set forth below. And below you deal
5 with payments for alimony for 2013 to 2014 and then 2014 to
6 2015.

7 If the ELN Trust is unsuccessful on appeal, I agree.
8 Lynita will be entitled -- I'm sorry, unsuccessful on the
9 appeal. I agree. Lynita's going to be entitled to that money
10 at the time. But I think it's going to create a logistical
11 nightmare making all those payments at this time. And here's
12 why.

13 What's going to happen is the -- the grounded that
14 were facing here is if all these payments have to begin being
15 made for -- for past rents collected, the parties -- the --
16 both the ELN Trust and the LSN Trust are going to have to go.
17 They're going to have to amend their tax returns for the prior
18 years.

19 If the ELN Trust is successful on appeal and the
20 supreme court somehow modifies or overturns the decree of
21 divorce, what's going to happen then is the ELN Trust is going
22 to have to incur thousands of dollars of fees and costs to
23 recoup the prior payments that were made. And then once those
24 prior payments are recouped and paid again to the ELN Trust,

1 both trusts are going to have to amend their tax returns again
2 and it's just going to be a logistical nightmare.

3 The Court has as Mr. Karacsonyi recognized, the
4 Court's enjoined Russell Road and Brian Head from being sold.
5 I think that takes care of the supersedeas bond issue. The
6 ELN Trust has an interest in both the Brian Head cabin and in
7 Russell Road. So the same argument rings true for the ELN
8 Trust. If it's found that the ELN Trust's appeal is
9 unsuccessful and those money has to be paid to the LSN Trust,
10 the LSN Trust will be secured and it should be paid at that
11 time.

12 I just think we're getting into dangerous grounds
13 making these monthly payments going back for years without due
14 process being run with the Nevada Supreme Court. It's that
15 reason I think it makes a lot more sense just to wait until it
16 made its decision.

17 I mean, Ms. Nelson has the income producing
18 property. She's getting monthly rental payments. She has the
19 alimony payments. There's no reason why this money has to be
20 paid over at this time.

21 MR. KARACSONYI: Can I just address the specifics
22 about the tax return issue?

23 THE COURT: Sure.

24 MR. KARACSONYI: The -- the argument always on -- on

1 their side is always well, we're going to be harmed, we're
2 going to be harmed. But the fact of the matter is under the
3 decree, she's the only one with the rights to those
4 properties.

5 You're going to have to make some change anyways if
6 they're unsuccessful, if what he's saying is true. You're
7 going to have to amend some tax returns. But the fact of the
8 matter is right now she is the only one with a legal right to
9 those monies.

10 So to say that the -- to say that they may have to
11 amend a tax return later if they're successful on appeal isn't
12 a valid basis to prevent her from executing under the judgment
13 and getting what she's entitled to. I think the Court's order
14 is already pretty clear.

15 THE COURT: I don't need anymore on that. As far as
16 the stay, I'm inclined to modify the stay at this time based
17 on the evidence I got on that. My goal at that last hearing
18 was to give Ms. Nelson some money because she wasn't getting
19 anything and the rentals that I didn't have accountings as to
20 the property was coming in. And leave that to a later date.

21 And my concern with the supreme court, it could be
22 another year before you get anything on that. And since
23 there's more to being status quo for a year, it's not fair to
24 Ms. Nelson because everything's been on hold. But

1 everything's under the -- if the Mr. Nelson and -- and the ELN
2 Trust kind of holding all the cards, I agree with that. But
3 there is a decision from this Court, a divorce decree that has
4 not been overturned.

5 If it does get overturned, there's ways I can do
6 offsets and do things whether it's an accounting nightmare
7 where I've looked at all the accounting in here. All the
8 account doesn't seem to be a nightmare when I get all the
9 accountings to Mr. Bertsch. There's been an awful lot of
10 accounting being done by Mr. Nelson and the ELN Trust so they
11 can keep doing all the accountings just like Ms. Lynita can do
12 all the accountings also if they have to -- but any modifying
13 tax so what -- say modified tax returns. So what? People do
14 it all the time. I ain't worried about that.

15 The issue is there is a divorce decree that this
16 Court issued. I was trying to hopefully get that matter
17 resolved before. It's still pending. Maybe they will get it
18 resolved. Maybe depending on what happens here today. It may
19 give them some more incentive from both parties or all three
20 parties to get the matter resolved. But I'm going -- have a
21 tendency to go forward.

22 My decree to make sure that there's -- Ms. Lynita
23 has got assets that's okay to go after with the Brian Head and
24 Russell Road. So anyone who gets quote harmed by my decision,

1 there's resources there. While they have to expend monies,
2 thousands of dollars of fees and costs, welcome to the game.
3 They have been expended thousands of dollars of fees and costs
4 throughout to get stuff done. So the attorneys have to do
5 what they have to do.

6 I respect that, but I'm not worried about logistical
7 nightmare, because this case has been a logistic nightmare
8 because every number we looked at we had to go through just
9 trying to get a picture of what the estate looked like at any
10 time. And it went on and on and on. So I'm not worried about
11 accounting logistics because they have been very complicated
12 and I think that Mr. Nelson and the ELN Trust have been very
13 good to be able to do accounting for anything that needs to be
14 done. So I'm going to not worry about that.

15 So I'm inclined to at this time modify the stay as
16 necessary because that was the intent of that that I wasn't
17 going to lift that stay or modify at that time, because my
18 goal at that time was to give money. And based on the
19 representations made and as focusing on the spousal support
20 specifically so she had money, when I gave the spousal
21 support, part of that spousal support determination was based
22 on rental income she would be getting over the course of the
23 life of the property. So that was I think for the lump sum
24 and how I came to that. I think I explained at the divorce

1 decree was to -- you talk about money coming in and spousal
2 support because as I said, income being earned and how I came
3 up to that. So I did consider the rental income at the bottom
4 line and I had an order June 3rd, 2013. And basically awarded
5 her property and proceeds she should get that she hasn't
6 gotten. And that would be going on two years pretty soon.

7 And before the supreme court rules on anything and I
8 don't think that's fair. They had stays, they had writs. The
9 supreme court got rid of all those stays and writs. So I was
10 inclined to sit there and deal with it when I have to. But I
11 think we need to go forward, because this stuff is going to
12 come out anyways. If the supreme court affirms my decision,
13 we're going to be here doing all these numbers when we got
14 them. So we might as well deal with the numbers now and then
15 they can go for a stay with the supreme court saying that
16 Judge Sullivan is out of control and making all these orders,
17 the supreme court can answer if they want to stay it pending
18 the settlement conference.

19 But I'm inclined to move forward with these issues.
20 I think they need to be resolved. And I think the problem in
21 this case is that the LSN Trust has kind have been chasing
22 everything throughout these proceedings on that. And I don't
23 think it's fair anymore. I think they need to sit there and
24 see what this Court thinks is under the divorce decree and

1 take it from there.

2 And if they affirm me, no harm no foul. If they
3 overrule me or modify it sometimes, we'll look at that and do
4 adjustments as appropriate. But let the adjustments go to Mr.
5 Nelson and the ELN Trust instead of the adjustments always
6 going to the LSN Trust because that's what's happening here.
7 They're always trying to adjust on your side and you've been
8 kind of chasing the proceeds since day one.

9 So that's why I'm inclined to modify my stay and go
10 forward at this time and issue by issue and you guys can do
11 what you need to -- need to do, but these issues need to be
12 resolved either now or later. And there's enough assets there
13 from the kind of thing.

14 From the -- I think the Brian Head was a very low
15 number. I think that's a very conservative number on the
16 value especially now with the -- the economy going back. But
17 even with that number, that was given the Brian Head and the
18 Russell Road as -- as plenty assets in there that can sell it
19 and split it up to everybody if we had to to make sure that if
20 there's any finances it wouldn't be too hard to get resources.
21 So I think there's enough collateral to cover everybody in
22 this case.

23 So at this time I'm inclined to modify the stay
24 accordingly based on the issues that we deal today and see

1 what should be awarded or not. But that's my decision on that
2 as I'm not going to keep everything on stay. It's been a
3 couple years now and we need to get this going forward and let
4 the supreme court do what they need to do.

5 As far as the -- so I'm going to -- as far as the
6 stay, I'm going to modify the stay at this point. And in that
7 case I had I'm inclined to sit there and hear the facts now on
8 case by -- issue by issue. And I'll let the stay be a stay to
9 anything at this point, because the supreme court could have
10 done that and they kind of stepped back. I felt I could have
11 enforced it last time, but I was holding off to see if we got
12 it resolved and maybe this gives people more incentives to try
13 to get it resolved at the supreme court level.

14 If not, so be it, but I need to put the urgency in
15 this case to get it resolved in the interest of everybody, Ms.
16 Nelson, Mr. Nelson and the ELN Trust, because we need to get
17 some finality here. And if the supreme court affirms me, then
18 we got half the issues already resolved at this time as to
19 values. If they don't, then we do adjustments accordingly so
20 that we need to get moving forward. But for those reasons,
21 I'm not going to stay this. I'm going to go forward at this
22 time and see what issues we have and resolve on the merits of
23 the issue based on the divorce decree issued June 3rd, 2013.

24 As far as Ramos property, I show \$78,000. Is that

1 in dispute? I know that is the --

2 MR. KARACSONYI: According -- Your Honor, I mean, I
3 have -- I just want to make sure we have -- we -- we have a
4 clear understanding. So the stay, you -- you said you're
5 modifying the stay. And you seem to indicate that certain
6 property would be securing, you know, any final adjustments.
7 And could we get a specific as to -- I -- I understand -- so
8 Russell Road -- obviously none of the property that's in their
9 possession that belongs to Ms. Nelson is going to -- it --
10 it's still the order of the Court that they can't sell any of
11 her property, of course.

12 THE COURT: And --

13 MR. KARACSONYI: I would understand. And she can't
14 sell --

15 THE COURT: She can't sell it either. That way
16 until the supreme court decides on that so you can -- if they
17 decide she's got a rental income, she can get that, but no one
18 can sell those Banone properties until --

19 MR. KARACSONYI: Yes, sir.

20 THE COURT: -- the Court --

21 MR. KARACSONYI: Okay.

22 THE COURT: -- supreme court rules on that. That
23 way no harm, no foul. You're just looking at rental income
24 that they to recoup that. But at least -- and I'll have to

1 try to track down property still within the third party which
2 calls another issue on that.

3 MR. KARACSONYI: Well, earlier --

4 MR. LUSZECK: Well, my understanding -- oh, I was
5 going to say my understanding was that was in the last order
6 in regards --

7 THE COURT: Yeah.

8 MR. KARACSONYI: Yeah, that's what I mean.

9 MR. LUSZECK: -- to Banone, Lindell, Russell and --

10 MR. KARACSONYI: Yeah, and --

11 THE COURT: Yeah.

12 MR. LUSZECK: -- the Brian Head property.

13 MR. KARACSONYI: -- and you mentioned -- you
14 mentioned Russell. I don't recall Russell specifically being
15 mentioned in there, but we can certainly add it if it is.

16 THE COURT: So your concern is to modify it meaning
17 by setting the whole thing aside.

18 MR. KARACSONYI: Yeah, I just didn't know if you --

19 THE COURT: No.

20 MR. KARACSONYI: -- were changing the properties.

21 You had Banone and Lindell couldn't be sold before. So you're
22 keeping that in place.

23 THE COURT: Yeah.

24 MR. KARACSONYI: And the Brian Head.

1 THE COURT: Absolutely.

2 MR. KARACSONYI: Okay. That's just what I wanted to
3 clarify.

4 MR. LUSZECK: Russell Road as well?

5 MR. KARACSONYI: Russell Road too he said.

6 MR. LUSZECK: Okay. I -- yeah, I thought -- I
7 thought those were --

8 MR. KARACSONYI: Which belongs to -- a portion
9 belongs to her anyway. So that's why he's --

10 MR. LUSZECK: A third's a third, yeah.

11 THE COURT: And that's my intent. My intent was far
12 as the stay and all -- all -- any rental proceeds --

13 MR. KARACSONYI: Okay.

14 THE COURT: -- or anything wasn't going to stay
15 that. But as far as Banone properties, then I want to be fair
16 for everyone. That way no matter where it comes down, the
17 property is still there. They don't have a bonafide purchase
18 or coming forward as a third party saying I'm a bonafide
19 purchaser. That way the property becomes an issue here, all
20 the Court can do is -- supreme court can say Sullivan, you
21 screwed up, switch it back to the ELN Trust or to Mr. Nelson.
22 So I will maintain that stay definitely for the Banone
23 properties, the Lindell properties, the Brian Head cabin and
24 the Russell Road because that was the security the Court had

1 that no matter how it came out those assets are valuable and
2 that way there would be protection for everybody, security for
3 ELN Trust, security for LSN Trust and security for Mr. Nelson
4 himself so that there would be adequate proceeds so people
5 aren't going to have to try to get that. They're going to
6 have to just pay legal fees and costs, but that's been going
7 on anyway, so --

8 MR. KARACSONYI: That helps clarify. I think the
9 one thing -- I don't recall if Russell Road was specifically
10 mentioned as neither party could sell or encumber it. I know
11 there's an overall order that he can't -- the ELN Trust or Mr.
12 Nelson can't sell anything that belongs to her. So to the
13 extent that one property needs to be added, that was my only
14 confusion. But you're keeping all the -- the past ones and
15 then if Russell needs to be added, then add Russell.

16 THE COURT: Yeah, we should add any -- any objection
17 to adding Russell Road if we haven't? I mean, I don't see any
18 emergency coming next few --

19 MR. KARACSONYI: He thought it already was.

20 MR. LUSZECK: I thought it was that.

21 THE COURT: Yeah.

22 MR. LUSZECK: I -- I thought it was.

23 THE COURT: Just in case it hasn't, so it would be
24 Banone, the Lindell property, the Brian Head cabin and Russell

1 Road. Everybody okay with that?

2 MR. KARACSONYI: Right.

3 THE COURT: We maintain that stay --

4 MR. KARACSONYI: And anything that belongs to her --

5 THE COURT: -- for any transfers.

6 MR. LUSZECK: Anything that belongs to the ELN

7 Trust.

8 MR. KARACSONYI: -- he can't obviously, so --

9 MR. LUSZECK: Yeah, I mean, it's essentially

10 anything that belonged to the ELN Trust that was transferred

11 over to the LSN Trust, correct.

12 THE COURT: Okay. Well, yeah. I don't know if

13 there's anything I missed on that, but yeah, that's

14 essentially --

15 MR. LUSZECK: Mississippi.

16 MS. PROVOST: See, there will be some Miss -- there

17 will be four parcels of Mississippi --

18 MR. LUSZECK: Yeah.

19 MS. PROVOST: -- or four pieces of Mississippi that

20 have not been transferred to anybody.

21 THE COURT: But the quitclaim that --

22 MR. KARACSONYI: Well, I would argue on that.

23 THE COURT: -- you talked about in your motion.

24 MR. LUSZECK: Well --

1 MS. PROVOST: Which we will talk about --

2 MR. KARACSONYI: But there's so much --

3 MS. PROVOST: -- when we get to Mississippi.

4 MR. KARACSONYI: There's so much -- I mean, you --
5 you covered it. I mean, the -- the Ut -- the Brian Head
6 property is worth a lot of money, over 500,000 her interest
7 alone. Lindell, her half that she owned prior to this, it's
8 not even in dispute, is worth over 600, 700,000.

9 The other property -- Banone's securing itself. I
10 don't think from the four little Mississippi parcels, I mean,
11 does she really have to have every little piece of property?
12 You have enough security. I mean, they want to stop her from
13 selling any and every possible piece of property?

14 MR. LUSZECK: It -- it does and here's why.
15 Property's unique. It's not just the value, how much money
16 she has on her side. It's uniqueness --

17 THE COURT: It's a property, yeah.

18 MR. LUSZECK: -- of any given specific parcel of
19 property.

20 MS. FORSBERG: Correct.

21 MR. LUSZECK: So these four parcels of property are
22 unique property. And the ELN Trust would not have an adequate
23 remedy of law if those property are sold pending the appeal.

24 THE COURT: And that's why you get specific

1 performance on real property, because --

2 MR. LUSZECK: Exactly. For -- for that reason the
3 injunction should apply to those for Mississippi parcels as
4 well.

5 THE COURT: We'll address that when we get to it.
6 Is there any plans to sell that anyways? I know you're asking
7 for rental on that. But if there's no emergency to sell it
8 anyways, I would be inclined to include that. But I'll hear
9 argument on it. But I would be inclined to keep that unless
10 there's a sale going on or something that people had going,
11 because the issue is right now to be is to look at the rental
12 proceeds or other issues that have been going on since June
13 3rd, 2013 as far as any sale of property unless there's an
14 emergency or someone's planning on selling and they have a hot
15 buyer then I guess I would look at it. But the -- at least
16 that would keep status quo as extra ownership of properties to
17 the supreme court rules.

18 MR. KARACSONYI: Except each part obviously property
19 that was -- wasn't awarded or that she already had they're not
20 claiming that they don't need to transfer to her. They --
21 they have never claimed that that should be. She should be
22 prevented from selling her own property.

23 THE COURT: She had some she owned before as far
24 ownership interest, but --

1 MR. LUSZECK: I -- I think we would have to go --
2 I'm -- I'm not sure what property you're referring to.
3 MR. KARACSONYI: Well, she sold her house.
4 MR. LUSZECK: Well --
5 MR. KARACSONYI: Well, she had a -- it was already
6 in her trust.
7 MR. LUSZECK: I was talking about then -- about
8 then --
9 MR. KARACSONYI: Okay. He -- he means any property
10 there specifically transferring --
11 THE COURT: Yeah.
12 MR. KARACSONYI: -- from your trust to her trust.
13 THE COURT: I think he said anything that was owned
14 by the ELN Trust --
15 MR. KARACSONYI: Yeah.
16 THE COURT: -- that was --
17 MR. KARACSONYI: That's what he said.
18 THE COURT: -- transferred to the LSN Trust.
19 MR. KARACSONYI: Yeah. I understand. Okay.
20 THE COURT: That was my understanding. You said any
21 properties that was --
22 MR. KARACSONYI: Okay.
23 THE COURT: -- ELN Trust that transferred to the LSN
24 Trust is my understanding.

1 MR. KARACSONYI: I just wanted to keep that clear.
2 Okay.

3 THE COURT: And we'll address it again at the end to
4 make sure we got things clear. So my understanding was
5 anything that -- your request was anything that the ELN Trust
6 was directed by this Court to transfer the L -- LSN Trust
7 where no one can sell it at least until the stay include that.
8 Is that --

9 MS. FORSBERG: Yes.

10 MS. PROVOST: Yes. Anything that the decree directs
11 be transferred.

12 MR. KARACSONYI: That's our request.

13 MS. PROVOST: Now we are not staying the actual
14 transfer. We're just staying --

15 THE COURT: Right.

16 MS. PROVOST: -- the sale of the property.

17 THE COURT: Any sale -- my clue on that was a sale
18 because then it goes to a third party and you got a bonafide
19 purchaser and it becomes another issue that a third party
20 comes that I didn't know. I bought the property and now you
21 can't get your property back. And the uniqueness of property
22 as far as title transferring, I think I made that clear at the
23 last time. I wasn't problematic with title being transferred,
24 because they can always transfer it back. The issue was the

1 property being sold to a third party and now you don't have a
2 claim against that property against a bonafide purchaser for
3 value on that that you're going to have a problem with the
4 security for any land or anything.

5 MS. PROVOST: And -- and I believe then Your Honor
6 if I'm -- you have not stated it, but one of the issues raised
7 by the ELN Trust was their request that any of the money that
8 is to float to Lynita be placed in a blocked account. That's
9 denied.

10 THE COURT: Yeah, we'll get there when we get to
11 that point and we see what the number comes down on there.
12 But right now I'm inclined -- not inclined to put things in
13 blocked accounts because I did that. And the 1.1 million
14 sixty-eight thousand, I had 1.5 million. I allowed that. I
15 only froze the -- the amount that I awarded to protect the --
16 the lump sum. And Mr. Nelson and the ELN Trust got their 500
17 grand right off the top and used it right away. So they had
18 access to that money so I did not tie that up for years
19 because I figured he need the money to keep the business
20 going. I did understand that.

21 So I wanted to let him take that. I know Ms. Nelson
22 wasn't happy about that. I respect that, but my thing was
23 he's got a lot of things going on. I didn't want to stop the
24 business. I know he had a lot of things going on. I released

1 that right away. So I'm not inclined to block your money for
2 the next six months or a year with the supreme court done. So
3 we'll not be inclined to put it in a blocked account.

4 But again, I'll listen to that at the end to see if
5 there's any question. But my inclination was not to do that
6 because I did it to protect the LSN to make sure that they had
7 security for a lump sum and other issues like that that they
8 -- and that's why I did it and I did allow that money to be
9 released and they got access to it right away. So I think
10 what's fair for the goose is fair for the gander I guess I
11 would say. So that's a legal term. I would not be inclined
12 to grant the block account request but I'll entertain that as
13 we come up with issue by issue.

14 Anything else we need to address before we -- so
15 basically --

16 MR. LUSZECK: I think we can jump back --

17 MS. PROVOST: I think we're back to --

18 MR. LUSZECK: -- to issue by issue.

19 MS. PROVOST: Yeah, issue to issue.

20 THE COURT: Okay. And we'll make sure at the end
21 that we get it real clear so there's no confusion as to stays
22 or things that we got going. The Ramos note, the J.B. Ramos
23 note, the 78,000, that's a requesting --

24 MS. PROVOST: Your Honor, not to interrupt, but --

1 THE COURT: Whoops.

2 MS. PROVOST: -- on Concord Village, is there a date
3 certain for payment of that \$500 and is there going to be
4 interest from July of 2014 which is when she would have
5 received those monies?

6 THE COURT: I think she's entitled to interest from
7 the date of decree of divorce if it's -- why don't we go from
8 July 1st. I don't know how they have to accumulate the
9 interest. I think -- isn't -- as far as any decrees, isn't it
10 by statute there's a certain percent but I don't know how we
11 do that. But why don't we get all the ones done and look at
12 interest what we need to. I might not be inclined to get
13 interest at this time until I figure it out there, but I know
14 I'm going by the decree if that's affirmed, then I think
15 you're entitled to interest from the date the decree was
16 entered I believe. But at this time --

17 MR. LUSZECK: Or when the deposit was received --

18 THE COURT: Deposit was received.

19 MR. LUSZECK: -- by the ELN Trust, whichever later.

20 THE COURT: Whichever later. Yeah, so I'm not so
21 sure when that -- because I'm not sure when you got that
22 specifically. Yeah, I would agree with you that \$500 any
23 interest from date of receipt when you --

24 MS. FORSBERG: Giving the money back to the guys

1 that -- I'm trying to understand receipt of what you're
2 saying.

3 THE COURT: Well, then they get the money back, then
4 the money comes back to the \$500 deposit should have gone
5 to --

6 MS. PROVOST: The deposit should have been
7 transferred to her at the time of the decree and it was in --
8 ELN Trust presented at that time. So she should have interest
9 from the date of the decree.

10 THE COURT: It was at -- at that time. I don't know
11 when you got the -- so whichever is -- so go from date of the
12 decree. Is that the --

13 MR. NELSON: It should be from the day that we
14 transferred the assets.

15 THE COURT: No, I think the date of the decree,
16 because that's when she got the ownership of the property as
17 according to the decree all you have to do is put on hold. So
18 we're talking about pennies on the 500 bucks. Let's look at
19 the bigger issues.

20 MR. LUSZECK: I know. I mean, the thing too Your
21 Honor is it was stayed by the supreme court.

22 THE COURT: Yeah.

23 MR. LUSZECK: So I don't know if the ELN Trust --

24 THE COURT: Stay and then they did a writ.

1 MR. LUSZECK: -- should be penalized with -- I mean,
2 interest back from the decree of divorce when it was stayed by
3 the supreme court. I -- I realized this one's for \$500, but I
4 think that's the general --

5 THE COURT: But I think the problem if it stays it
6 on that, it's stayed on there but it's set aside, I don't
7 think that means that the interest goes away because the
8 supreme court stayed it. I mean, the issue goes to furnace on
9 that that they should get interest for any monies that was
10 there. I don't think you should -- you're not being punished
11 saying that you're punished because there was a stay in place
12 by the supreme court but I don't think that wipes away
13 interest because --

14 MR. KARACSONYI: I don't --

15 THE COURT: -- anytime you appeal a decision and you
16 have a hundred thousand dollar cash settlement, you appeal it.

17 MR. KARACSONYI: Right.

18 THE COURT: The supreme court stays it. I don't
19 think they come back two years later affirming sale if there's
20 no interest because we had stayed it, so --

21 MR. KARACSONYI: That's exactly right.

22 THE COURT: And so I am inclined for interest. But
23 let's look at the big things and see where we're at right now
24 if we can get the big issues done and we can order it because

1 I have no way to compute interest to be honest at this time
2 and percentages. But how about the J.B. Ramos note that was a
3 \$78,000? Do you have a position on that from the ELN Trust or
4 from Mr. Nelson himself as far as position on it? I know you
5 would like everything stayed --

6 MR. LUSZECK: Yeah, I mean --

7 THE COURT: -- which I denied and you would like
8 everything put in a blocked account which I'm not inclined to
9 do.

10 MR. LUSZECK: It's the same position. What -- do
11 you want me to repeat the same thing every time?

12 THE COURT: No, I just want to make sure --

13 MR. LUSZECK: Okay.

14 THE COURT: No, I just want to make sure that you
15 guys have the --

16 MR. LUSZECK: There's nothing other than that. I
17 mean, the only thing I would say with interest is I am not
18 entirely sure when this promissory note was paid in full. As
19 I sit here today. So I guess my only point is what the
20 interest if it wasn't paid in full until, I don't know,
21 February of this year. She's not entitled to interest on the
22 entire amount of \$70,000 back from the decree of divorce.

23 MS. PROVOST: And the difference Your Honor is that
24 regardless of when it was paid in full it would have been paid

1 in full to Lynita who would have had ownership on the date of
2 the decree.

3 THE COURT: It was June 3rd, 2 --

4 MS. PROVOST: So, you know, and the interest would
5 have been ordered from -- to Lynita and to sit there and say
6 that she should only get interest from the date of the payoff,
7 well, I don't think that that is the correct argument, Your
8 Honor.

9 THE COURT: I think that the interest would come
10 from July 1st, 2013. The decree was June 3rd. I think you
11 start the next 30 days. Anything she's entitled to she should
12 get the interest because she didn't have the benefit of those
13 monies --

14 MS. FORSBERG: Your Honor --

15 THE COURT: -- from the decree which she should
16 have.

17 MS. FORSBERG: -- I think that's a question. I
18 think that's the question that -- that Mr. Luszeck was trying
19 to make is that how much was due at July 1st, 2013. Because
20 the time from when Bertsch wrote his report was way back here
21 til then. It's the amount that was due at that point.

22 THE COURT: Okay. And we'll look into that. The
23 issue -- we'll deal with --

24 MS. FORSBERG: That's what I'm saying.

1 THE COURT: -- interest later on, but --

2 MS. FORSBERG: And you see the argument on --
3 Bertsch's report was two years earlier. And we have a note
4 that's been being paid on and then -- right. So you know --

5 THE COURT: And -- and I'll look at those details on
6 that. I think that he's entitled to interest. The issue is
7 when did the interest accrue from this --

8 MR. LUSZECK: I think that's going to be the main
9 issue with most of these properties --

10 THE COURT: Is that --

11 MR. LUSZECK: -- is when this interest accrued.

12 MS. PROVOST: Well --

13 MR. LUSZECK: Well --

14 MS. PROVOST: -- we were today to get that resolved.
15 I mean, you've ordered the accounting be provided months ago
16 and all we got on -- on the J.B. Ramos note was that it was
17 paid in full. No date, no documents, no information. And
18 this is the same problem that we're going to have because now
19 we're going to say oh, well, you know, give us more
20 information. Well, now we got to wait another 30 days or 60
21 days or 90 days for information to be provided. At this point
22 in time, Your Honor, I think that the clearest order would be
23 that the \$78,000 is due with interest from the date of the
24 decree.

1 THE COURT: All right. We'll deal item by item and
2 then set the --

3 MS. PROVOST: I mean, I -- I --

4 THE COURT: I got to look at all of the accountings
5 and all that to sit there, but I am inclined to go from July
6 1st, 2013, but I want to look at that because I hadn't.

7 MS. FORSBERG: How much was due at that point is the
8 question.

9 THE COURT: And so I need to look at those and
10 see --

11 MS. PROVOST: So you got 78,000 now. The question
12 would be is -- what interest payments in addition to the
13 78,000.

14 MS. FORSBERG: No, I think that's not the argument.
15 I believe the argument is look, it was ordered that whatever
16 the amount now due as of the date of divorce because those
17 payments would have been running and been paying all the
18 community's expenses until the date of your divorce decree.
19 So of course at that point what was due then? Was it 30,000?
20 Was it 20,000? What is the amount that's due from that
21 78,000? How many payments did she make from Bertsch's report
22 til the date you ordered it? That becomes the -- the magic
23 number that she would be entitled to.

24 THE COURT: All right. Let's move on on that. As

1 far as I'm going to deal with these issues on the interest. I
2 don't think about all over to see what's fair to everybody.
3 Right now my gut feeling it seems like for properties awarded
4 on the June 3rd she should have interest as of July 1st, 2013.
5 But I'll look at all that to -- and I haven't read Mr.
6 Bertsch's documents again. I'm going to refresh myself to go
7 through all --

8 MS. PROVOST: Yeah.

9 THE COURT: -- those and see what --

10 MS. FORSBERG: What were the payments?

11 THE COURT: But other than going through the
12 properties, if you got anything different that -- than the
13 arguments you had, let me know so I can get a good record on
14 that. But how about the Farmouth Circle note which was
15 8,816.55.

16 MR. LUSZECK: The same argument as --

17 MR. KARACSONYI: On -- on that one, Your Honor, I
18 would just point out that for Farmouth, when you're dealing
19 with -- you -- you recall you amended the decree because you
20 found out that in between the time this property had been sold
21 and he had entered into these arrangements.

22 So on those specific properties they can't argue
23 that she should only get whatever was due under the note,
24 because technically she would have got the whole property had

1 he not gone and sold it mid order. So that's the only thing I
2 would point out on those ones where you amended the decree.
3 It was only necessary -- she would have got the whole amount
4 had he not gone and done what he did.

5 THE COURT: You guys challenge that as far as the
6 interest calculation? Do you guys disagree with that as far
7 as his rationale on the interest calculation and he thinks
8 that one's the no brainer, should be from July 1st or do you
9 guys --

10 MR. LUSZECK: From Farmouth?

11 THE COURT: Yeah, for the Farmouth.

12 MS. FORSBERG: Was accounted for --

13 MR. NELSON: From June 1st.

14 MS. FORSBERG: -- in the accounting is what you're
15 saying.

16 MR. NELSON: Yes.

17 THE COURT: Okay.

18 MS. PROVOST: And Your Honor, the Farmouth
19 assignment was provided to them and in part of our reply and
20 we ask that that be executed today that you argue -- you had
21 already ordered that the assignment of the note and deed of
22 trust be completed back in July of 2013. We're still waiting.
23 I have that here today and we're asking for that to be
24 executed.

1 THE COURT: Any problem with the assignment?

2 MR. LUSZECK: Yeah, there is. First of all, it
3 refers to both the ELN Trust and the LSN Trust as the signees.
4 Second, it says that there was value received in mentions and
5 agreement between the assignees. First of all, there's no
6 value received here. This is pursuant to a court order.
7 There was no consideration. This is being ordered to -- the
8 ELN Trust is being ordered to execute this by the Court.
9 Second of all, it requires the ELN Trust --

10 MS. PROVOST: The ELN Trust is not being asked --

11 MS. FORSBERG: Well, let him finished.

12 MS. PROVOST: -- to execute it. Banone, LLC is the
13 owner of the property and Eric L. Nelson as manager of the
14 property is who -- who was being asked to execute the
15 assignment.

16 MS. FORSBERG: And he's the one being divorced.

17 MR. LUSZECK: Banone is owned by the ELN Trust. But
18 also it requires the ELN Trust to make warranties and to
19 indemnify the LSN Trust as well.

20 MS. PROVOST: How are we ever going to get this
21 woman her property, Your Honor? This is the problem. We
22 asked for them to prepare the assignment and what we got in
23 response from Mr. Luszeck was no, you guys need to prepare the
24 assignment. We prepared the assignments and then they don't

1 want to execute them. They want to come up with every excuse
2 under the sun why this assignment cannot be executed. If they
3 had a problem with the way that our assignment was prepared,
4 they could have contacted me or they could have prepared their
5 own assignment.

6 We're at this point Your Honor where we need to get
7 the properties that are due to Mrs. Nelson to Mrs. Nelson.
8 That includes the assignment of the Farmouth Circle note.

9 MR. LUSZECK: Your Honor, we got it two -- less than
10 two weeks ago and I'm telling her what the problems are now.

11 THE COURT: Okay. So what do we need to do to get
12 it done? I'm going to -- I'm going to order the assignment to
13 happen. I'll give you time certain. If it doesn't happen,
14 we'll put this on the status check to see what other issues.
15 I just need to get it done. If you need the language changed,
16 I'm fine with that too.

17 As far as the Farmouth Circle note, we're going to
18 order the assignment to executed to give counsel a chance. If
19 they want to come up with wording, I'm fine on that, that more
20 accurately reflects the assignment, I'm fine. That's not an
21 issue. But I'm going to give you a date certain. I'm going
22 to have it by -- by January 31st. That's the close of
23 business on that Sunday. So that gives you about a week to
24 get it done. What are we already at, the 26th. That gives

1 you by Friday or basically it gives you only to Friday
2 essentially, I guess since -- and I think five days is enough
3 to get the language back and forth and adjust the language as
4 appropriately. You guys get that done in five days. I mean,
5 I don't see the language being a major issue.

6 So order the assignment to be executed on or before
7 the close of business on Friday, July 30th. And again, it
8 gives attorneys a chance to sit there. You got the language.
9 You had some concerns. And I respect all counsels. And this
10 courtroom already been very respectful and honorable people.
11 So I imagine they can work out the language. If there's not,
12 I can put this on a status check in the future if we need to
13 to resolve any of the issues so we don't have to keep coming
14 back with motions, but I can do that if we need to just to
15 resolve those issues.

16 MS. PROVOST: And then --

17 MR. KARACSONYI: Was it cleared?

18 MS. PROVOST: And then you're ordering the \$8,816.55
19 which is reflected on the accounting needs to be paid to Mrs.
20 Nelson?

21 THE COURT: Yes.

22 MS. FORSBERG: And it was already an accounting that
23 was provided to you though. The credit --

24 MR. NELSON: You already paid it.

1 MS. FORSBERG: It's already been paid based on that.

2 MS. PROVOST: We're not playing this due -- due to,
3 due from game, Your Honor. We're going item by item.

4 THE COURT: We're going item -- yeah, see, we're
5 at --

6 MS. FORSBERG: I understand, but it's in the
7 accounting is what he is saying. It was in the accounting
8 that was already taken off of the amount she was paid. That's
9 the question.

10 MS. PROVOST: No. She has not received the
11 \$8,816.55.

12 THE COURT: Yeah, I don't see how -- we're looking
13 at the specific numbers right here. I don't know. I'm
14 inclined for the 8,816.55 in the interest. I'll look at that,
15 but it looks like interest from July 1st, 2013 would be
16 appropriate. But I'll look at all the interest for all this
17 to -- right now I'm worried about the bigger issue and then
18 we'll look at interest rates to do what's fair, because --

19 MS. FORSBERG: Our question on this of course Your
20 Honor becomes the -- the income. If it was already put on the
21 statement that it was given with a credit to Ms. Nelson,
22 that's the only question.

23 THE COURT: Okay. You mean as far as when we gave
24 the equalization of the divorce decree you mean?

1 MS. FORSBERG: Well, on the -- you asked him to do
2 an accounting of the offsets where -- where are those things
3 credited, how was it done. And I believe this was on the June
4 1, 2013 to June 30th, 2014 statement on Banone, LLC. That's
5 -- that's what Mr. Nelson is -- I'm -- I'm kind of in the
6 middle here passing notes between the two of them, but --

7 MS. PROVOST: She has not received those payments,
8 Your Honor.

9 THE COURT: And I'll check it so you want the
10 accounting. I'll look at the accounting. My concern there's
11 been a lot of offsets which I ain't happy about because
12 there's a lot of offsets for property management and fees.
13 And to me, that's nonsense, because people want equity and
14 want fairness. Yet in order to get equity fairness you got to
15 come in with clean hands. And I've got a lot of management
16 fees being offset with this and that that I don't know if
17 they're legit fees on that. It would have been easier just to
18 transfer the properties to LSN and then work out a management
19 fee.

20 But basically I got someone controlling the property
21 pending the appeal and the stay and they come in and they want
22 all these offsets. And I'm not sure those offsets are
23 appropriate for the management fees because I think some of
24 them were outrageous. And some of them under the circumstance

1 we'll talk about in a second with Mr. Lu (ph) if those really
2 were maintenance fees or if those are being pulled out just to
3 get offsets to lower the amount of ledger. So I'll have to
4 look at those offsets. But at this time, I'm going to award
5 her the 8,816.55 and the assignment by the close of business
6 by 5:00 o'clock on Friday, January 30th. And that gives
7 counsels a chance to workout the language if that seems to be
8 the barrier.

9 And I'm going to hold off on interest on all of
10 them. I'll go through at the end and see what interests for
11 each one I want to look at. I got to look at the paperwork,
12 refresh my memory, but right now let's get the big issues done
13 with and the interest rates we can always figure out as
14 necessary, because that will depend what the supreme court
15 does with a lot of issues about interest and issues and on
16 that for any of her settlement going all the way back to the
17 divorce decree.

18 How about the Rose -- Rose Ridge? I believe that
19 was the \$63,000. Do you have anything additional to the
20 position other than what's already been --

21 MR. LUSZECK: The same arguments which have been
22 made certainly, Your Honor.

23 THE COURT: Again, I'm inclined to award the 63,000.
24 Again, and those issues will all be as far Sure. Any of the

1 interests and look at all those interests separately. Right
2 now I'm not going to do an interest payment. I'm going to
3 focus with the big issues we got and then look at the interest
4 when I can digest them again and look at all the notes and
5 everything, all the accounting because I did not review all
6 the accounting to sit there on that.

7 But how about the Banone net profits? That was a
8 net profits of the 96,000 that was based on an accounting of
9 total rental income of 132,479 offsetting the 35,487.20 for
10 maintenance which came out with a profit of about 96,991.80 is
11 what they're requesting from the Banone net profits after
12 subtracting the maintenance fees. Do you got a position?
13 Anything different other than --

14 MR. LUSZECK: Yeah, so they're contending that
15 they're owed 96,991 and 80 cents. And our position is that
16 those are valid expenses that were -- that were incurred for
17 management, admin and maintenance.

18 THE COURT: All of it? There's no profit for that
19 property? The hundred -- and I thought I saw a hundred and
20 thirty-two thousand four seventy-nine total rental income and
21 maintenance. Was there additional fees?

22 MR. LUSZECK: I think -- I think those were
23 additional deductions for taxes and, you know, repairs like
24 home depo, receipts and stuff like that.

1 THE COURT: 96,991?

2 MS. PROVOST: And if Your Honor turns to -- and if
3 everyone turns to our Exhibit E, you can see where our number
4 comes from which is we took what Mr. Nelson provided for his
5 rental income of a hundred and thirty-two thousand four
6 hundred and seventy-nine dollars. We looked at that number
7 and then our 96,991.80 is with no deduction for management
8 fees, wage and administrative expenses -- or management fees,
9 administrative and maintenance expenses. Your Honor needs to
10 rule on whether or not you're going to authorize Mr. Nelson's
11 arbitrary \$65,000 in management fees which apparently he wants
12 to have.

13 His argument as I understand it is he managed the
14 properties, so he should be able to deduct \$65,000 in
15 management fees. On the administrative, the 19,649.83 amount,
16 my understanding is that we wants Mrs. Nelson to pay for that
17 much of his administrative fees related to his employees
18 because he continued to manage the properties between the time
19 of the decree and present -- or I guess June 30th as -- as
20 this statement is. And then on the maintenance fees, that is
21 not maintenance fees in the concept of actual expenses. That
22 is maintenance fees in the concept of the salaries that were
23 paid for Keith Little (ph) and Lance Lu, Your Honor. And
24 we're suggesting that those are improper maintenance expenses.

1 If you look below, we are not objecting to the
2 actual payments that he had to put out for the upkeep of the
3 properties, meaning the -- those expenses that are taxes and
4 -- and insurance. The rental property amounts that -- that
5 start at Baxter and go down to Churchill and those properties,
6 the -- the statements supporting those numbers were provided.
7 We are not objecting to those.

8 The three that we are objecting to and we don't
9 believe are valid deductions are Mr. Nelson's alleged \$65,000
10 of his own administration fee -- management fees. The
11 administrative fees for his employees and the maintenance fees
12 for the salaries of Keith Little and Lance Lu.

13 MR. LUSZECK: Your Honor, we think there has to be
14 some type of adjustment credited to the ELN Trust. When the
15 ELN Trust does something like let's go back to the Concord
16 example by returning a deposit, they are getting dinged for
17 doing that. And on the other hand, if they were to sit back
18 and do nothing, they would also be incurring the wrath of the
19 LSN Trust for doing nothing. They're entitled to something.
20 There was a stay imposed by the supreme court. They provided
21 services to the property. Somebody had to manage the
22 property. Somebody had to maintain the property. We noticed
23 this had to go out and things had to be done and the ELN Trust
24 or employees that are up did that. And there has to be a

1 credit allocated for that. They can't be expected to work for
2 free.

3 THE COURT: Well, I think there is some credit the
4 issues of those numbers, legitimate numbers. \$65,000 for a
5 management fee I think is rather excessive unless exactly what
6 that did, what did they do for \$65,000 for management fees
7 because that's been the whole issue is trying to get all the
8 offsets so you don't own anything. I've been around the block
9 before. I know how to do it. You basically get a lot of
10 offsets and you're already 80,000. By the time I take off all
11 the costs you get three bucks.

12 And the issue is then I know Mr. Lu there was some
13 concern about was he working for the property or he wasn't. I
14 understand there was an affidavit from Mr. Lu saying that when
15 he did work he had the writing off 32 hours a week for Mr. Lu.
16 And my understanding he worked one day a week. So I don't
17 know what he's getting together on that.

18 MR. LUSZECK: Yeah, there's -- I don't know that
19 there's been any evidence other than a statement by
20 Ms. Nelson --

21 THE COURT: Yeah.

22 MR. LUSZECK: -- regarding --

23 THE COURT: Well, I don't know any --

24 MR. LUSZECK: He has an affidavit stating that he

1 worked 32 hours week and he identified exactly what he did.

2 THE COURT: Yeah.

3 MS. PROVOST: And if you look at the conditions of
4 the properties, Your Honor, they were left in deplorable
5 conditions with exposed walls with -- there is not one
6 property that was maintained in what I would consider to be
7 rentable condition or what Ms. Nelson has found to be rentable
8 condition. She's had to -- since the properties were
9 transferred to her incur significant expenses getting these
10 properties in rental condition.

11 You know, there are maintenance expenses,
12 maintenance issues where tenants when she finally took over
13 the properties tenants come to her and say we've been asking
14 for over a year for this to be addressed and nothing has
15 occurred.

16 MR. LUSZECK: Your Honor, that's all hearsay.

17 THE COURT: The issue is if we need to get there,
18 we'll bring Mr. Lu here and say exactly what he did. But I'm
19 not inclined to give offsets on those numbers, because I'm not
20 sure those numbers are valid numbers. I know Mr. Nelson will
21 put the numbers on that, but he's getting an awful lot of
22 management fees on that. Well, he chose to do it. And I'm
23 not so sure if he should get management fees for that.

24 MR. LUSZECK: It was an order from the supreme

1 court, Your Honor. He didn't choose to do it.

2 THE COURT: Yeah, well, it was a stay on that.

3 MR. LUSZECK: He -- he had to do it. It was a stay
4 by the supreme court.

5 MR. KARACSONYI: That percentage is so --

6 MS. PROVOST: You know, some of it is a caveat
7 enter, Your Honor. You get what you -- you know, you put this
8 in place, you decide you want a stay, you decide you don't
9 want to let Lynita manage the properties. And now you may
10 have to pay the price for that. Beyond that, Your Honor, a
11 standard management fee is 10 percent. It's not \$5,000 a
12 month for \$65,000.

13 On the administrative and the maintenance Your Honor
14 as explained in our motion, he's asking for Lynita to pay 50
15 percent of his overall employee wages and 75 percent of his
16 overall maintenance employee wages? How is that fair?
17 Obviously these employees are working for more than just
18 Banone properties. They're managing all of Mr. Nelson's other
19 assets. I'm sure that they're putting in time and effort as
20 to Wyoming. I'm sure they're putting in time and effort as to
21 his -- his personal -- or the ELN Trust Mississippi
22 properties. But yet Lynita is supposed to be paying for it.

23 On the management side, Your Honor, when Mr. Nelson
24 was managing his own properties, he wasn't charging a

1 management fee. There's no management fees reflected in Mr.
2 Bertsch's reports. So when Mr. Nelson was managing the Banone
3 properties for Mr. Nelson's benefit, he didn't charge a
4 management fee. It's only now that when he's saying oh, I had
5 to because of the stay continued to manage it for Mrs. Nelson
6 but she should be required to pay me a management fee.

7 THE COURT: Well, I think there is some type of
8 management fee. I don't think the numbers they're asking are
9 accurate. I do know that some of the testimony was about 10
10 percent being standard management fee, but I think there is
11 some type that someone has to manage those and the employee
12 wages I'm concerned because it does seem like an awful lot of
13 wages that they're -- for the employees --

14 MR. LUSZECK: Your -- Your Honor --

15 THE COURT: -- so --

16 MR. LUSZECK: -- all the properties that the
17 employees were working on before were transferred over to the
18 LSN Trust pursuant to this Court's decree of divorce. So the
19 percentage that was allocated to the LSN Trust was the
20 percentage that's spent on those properties. So the 50
21 percent for Banone was utilized for services that were
22 provided to Banone.

23 MS. PROVOST: I think we just need Your Honor to
24 rule on the amounts if any of any of these three fees so that

1 we can get to a bottom dollar on -- on the Banone and what is
2 owed, Your Honor. In our motion, we indicated we don't
3 believe that anything is due, but if Your Honor was inclined
4 to -- to award some type of a deduction for it, I believe that
5 we provided Your Honor with a request that it not be greater
6 than a certain amount. And if you give me a second to flip
7 through, I can tell you what that amount was.

8 We indicated Your Honor that we don't believe that
9 anything should be assessed for the management fees as -- as
10 we had -- as we had indicated. Those were not fees that were
11 being paid when Eric was managing it for his own benefit.
12 It's only now that he's been managing it for Lynita's that he
13 wants a management fee.

14 With respect to the administrative wage, we had
15 asked that the \$19,649 be reduced to 9824.91. So 9825 if
16 we're rounding. And on the maintenance we had it set that if
17 -- if it is to be considered that we have that reduced from
18 28,575 to 9,525.

19 MR. LUSZECK: Your Honor, in regards to Mr. Nelson
20 not charging an administrative fee or a management fee in the
21 -- the reports that were done by Bertsch, all I know is Mr.
22 Nelson did receive distributions from the ELN Trust during the
23 pendency of the litigation. So irrespective of whether or not
24 it was characterized as a management fee in Mr. Bertsch's

1 report doesn't mean that he was not receiving management fees.

2 Second, I think the amount that they're trying to
3 allocate for the maintenance and the admin are low. I mean,
4 Mr. Lu stated in this declaration that it was four days a
5 week, 32 hours a week. And it specifically delineates
6 everything that he did.

7 Ms. Nelson I think in the past quarter has spent
8 \$40,000 on repairs and maintenance for the property which is
9 almost double of what was charged by the ELN Trust for 2013 to
10 2014. I think it's reasonable, I think the ELN Trust is
11 entitled to it and I think it should be paid and credited.

12 THE COURT: All right. What I'm going to do is I'm
13 going to go through every item we have on that. We'll -- when
14 we get through this, we'll come back next week. I'll give you
15 a decision on every item so it's clear so we have it because
16 we look at all the paperwork and put up the numbers I think he
17 is entitled to some type of management fee. I don't think
18 \$65,000 is fair and just on that. Whether or not he's paying
19 himself a management fee when he did it, there is some
20 management that has to be done of course to manage the
21 property, but I don't think 65,000 is the right number on
22 that.

23 So let me look at those numbers and look at the --
24 for maintenance and the repairs on that, because I'm sure that

1 as far as those numbers to see there and see what's a fair and
2 just number on that based on the information provided, but I'm
3 not going by their offsets because that was going to happen.
4 And I'll set everything that comes in. It's going to be all
5 set. We don't owe you anything. So I'll look at all those
6 and give you an exact numbers and with specific findings so we
7 get this moving forward.

8 How about the -- so basically what I'm going to do
9 is the Banone net profits the Court will look at that and when
10 we come back and we'll give you a decision as to the fees. If
11 what the Court approves or doesn't and the amount and why --
12 as far as Heather Ridge, Heather Ridge was I think the 28,800
13 -- for the Heather Ridge, anything you want to add on Heather
14 Ridge except what's already been stated? Anything special?

15 MR. LUSZECK: No, I -- I think the properties that
16 are being compared are not comparable. They're all bigger,
17 they're nicer, really renovated, have all the utilities.

18 THE COURT: It's about amenities on that.

19 MR. LUSZECK: Yeah, and they include landscaping and
20 a swimming pool. It's interesting. I believe if you look at
21 the lease that they submitted to the reply, it's actually not
22 the most recent lease. It's a lease I believe from 2010 to
23 2011. So --

24 MS. PROVOST: That is the most recent lease, Your

1 Honor. After that, it went month-to-month until the tenant
2 vacated until Mr. Lu assumed possession of the property. But
3 the issue Your Honor with the Heather Ridge lease is -- Your
4 Honor, after the property should have been in Lynita Nelson's
5 hands Mr. Nelson decided that for less than market rent he was
6 going to settle this property with a three year lease that
7 allows Mr. Lu to break the lease at any time but requires the
8 owner of the property, Lynita, to maintain this lease for less
9 than market rent. We're asking that Your Honor award Lynita a
10 specific amount every month to compensate her for the
11 difference between the rent by Mr. Lu which is undervalued
12 rent and fair market rent.

13 We provided in our reply brief additional comps that
14 show that -- that the rent is undervalued at \$700 a month,
15 that -- and Your Honor, it's -- it's just inequitable to say
16 that because Eric wanted to be generous to his nephew and
17 employee Mr. Lu at Lynita's expense after the property was
18 Lynita's, that she bear the -- the brunt of that for the next
19 two years until the lease expires of its own accord in 2017.

20 THE COURT: Either there was some concerns why he
21 would sign a three year lease for \$700 a month why he would do
22 that until the case got resolved. And I noticed throughout
23 these cases from day one transfers of properties, real estate
24 has always been to Mr. Nelson's relatives, to his employees.

1 So I'm concerned on that. Well, now I have Mr. Lu on
2 something he seems to get maybe a sweetheart deal or not.
3 They're saying it's not comparable.

4 That's why there's some -- well, why do you sign a
5 three year lease. Why don't you sit there and talk to Ms.
6 Lynita and say why don't you do the lease, I don't need to do
7 this, but pending the stay what do you think or do
8 month-by-month. And so no one gets there. Then it's her loss
9 on that if they can't rent it out there. But I get concerned
10 because it's always Mr. Lu who works for Mr. Nelson because
11 you're asking for the payments for the Banone maintenance and
12 now is he getting a sweetheart deal on the rent.

13 MR. LUSZECK: Your Honor, once again, they're --
14 they're not comps, they're comparable. Everything, if you
15 look at every single one, there's a difference. It's bigger,
16 it's nicer, comes with all the amenities.

17 THE COURT: Some have got swimming pools and stuff.

18 MR. LUSZECK: Yeah, it's got swimming pools and --
19 and they -- the landlord pays the -- excuse me. The landlord
20 pays for the pool service and the landscaping service which
21 isn't the case with the lease entered into with Mr. Lu.

22 If for some reason this Court is going to credit it,
23 it shouldn't be for the full three years but rather up until
24 the time that Mr. Lu vacates the premises.

1 MS. PROVOST: And we have no objection to that. If
2 Mr. Lu wants to vacate tomorrow, she'll be happy to fill it
3 with an unrelated tenant who is going to pay fair market value
4 rent.

5 THE COURT: Well --

6 MR. NELSON: Jeff.

7 MS. PROVOST: In fact, maybe if Your Honor sets it
8 where Mr. Nelson is required to make it fair market value rent
9 which we believe to be \$1500, that will entice Mr. Lu to
10 vacate.

11 MR. NELSON: Your Honor, if I may, please.

12 MR. LUSZECK: See how you can do that as a matter of
13 law.

14 MR. NELSON: Your Honor, if I may, please. Mr. Lu,
15 the -- the property was vacant for probably two to three
16 months. And it had been vandalized before the tenants had
17 gone in there. So this property was vandalized, we're having
18 problems with the pool. He agreed to take care of the yard,
19 agreed to take care of all the repairs, the paint, the
20 maintenance of that property, the carpet. He would also take
21 care of the pool. His son was going into school and said I
22 need to be stable for three years. That's why he wanted the
23 three year agreement in there.

24 He's happy to come in and testify on the case. So

1 that was a fair market rent. We had rented it just prior to
2 Mr. Lu to the Section 8 on that property there. I think it
3 was about \$866. So I thought it was a fair analysis to get
4 somebody in there, stop the vandalism. He does all the
5 repairs and we didn't have to do the repairs on the property.

6 THE COURT: What was it again, going to make him put
7 that as part of his compensation for his work on the Banone.
8 I mean, it's been straight up through it. Is that all on the
9 lease agreement about him going to do the maintenance and the
10 repair and all that stuff? Is that in the agreement? Because
11 then --

12 MS. PROVOST: It's not in the lease, Your Honor.

13 THE COURT: It should be on the lease on that to
14 show him part of that in consideration of giving you rent at
15 700 instead of the initial 866 that it was prior or other
16 thing. Part of that will be tenant has to do A, B, C or D
17 which means he doesn't have to. There might be an agreement
18 but he doesn't have to do it if it's not in the lease because
19 of tenant. The landlord has responsibility to maintain and
20 keep it in that, not the tenant unless it's specifically in
21 the lease. That's my concern if it should have been in the --

22 MR. LUSZECK: The -- the pool treatment is. I mean,
23 it says on Page -- pages of the lease. But tenant assumes
24 responsibility for the care -- care and maintenance thereof of

1 IT IS FURTHER ORDERED that, there being no objection, Eric Nelson, as
2 Investment Trustee of the ELN Trust, shall execute the two (2) Corrected Quitclaim
3 Deeds for the Mississippi Properties as more particularly described in this Order by
4 5:00 p.m. on Friday, July 26, 2013.

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

12 IT IS FURTHER ORDERED that Eric Nelson, whether personally or as
13 Investment Trustee of the ELN Trust, and/or in his capacity as Manager of Banone,
14 LLC, shall execute the thirteen (13) Banone, LLC Quitclaim Deeds tendered in open
15 court today, the one (1) Lindell Road Quitclaim Deed, as well as any and all additional
16 deeds, assignments, or other instruments that may be tendered and required to
17 effectuate the transfer of assets awarded as set forth in the June 3, 2013 Decree of
18 Divorce by 5:00 p.m. on Wednesday, July 31, 2013 absent the entry of a stay by the
19 Nevada Supreme Court.

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

26 IT IS FURTHER ORDERED that Eric Nelson shall pay to Lynita as
27 compensation for the sale of the Banone, LLC property located at 5704 Roseridge
28 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.

1 IT IS FURTHER ORDERED that the June 3, 2013 Decree of Divorce is a final
2 judgment.

3 IT IS FURTHER ORDERED that the Court will resolve the remaining issues
4 concerning Wyoming Downs/Dynasty Development Management, LLC in post-
5 judgment proceedings, as the Court finds the same to be an omitted asset pursuant to
6 Amie v. Amie, 106 Nev. 541, 796 P.2d. 233 (1990).

7 IT IS FURTHER ORDERED that the Court will hold a Status Check concerning
8 the execution of deeds and payment of funds pursuant to this Order on August 1, 2013
9 at 4:00 p.m.

10 IT IS FURTHER ORDERED that the Court will hold an Evidentiary Hearing
11 concerning Wyoming Downs/Dynasty Development Management, LLC on December
12 11, 2013 at 1:30 p.m.

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1 IT IS FURTHER ORDERED that post-judgment discovery shall re-open
2 regarding the acquisition and value of Wyoming Downs/Dynasty Development
3 Management, LLC and shall close on Friday, November 22, 2013.

4 DATED this 16 day of September, 2014.

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

8 Submitted by:

Approved as to Form and Content:

9 THE DICKERSON LAW GROUP

RHONDA K. FORSBERG, CHTD.

10
11 By 

By 

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17
18 Approved as to Form and ~~Content~~:

19 SOLOMON, DWIGGINS & FREER, LTD

20
21 By 

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

26 *the distribution trustee of the*
27
28

EXHIBIT L

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.

STRAIGHT NOTE

\$78,000.00

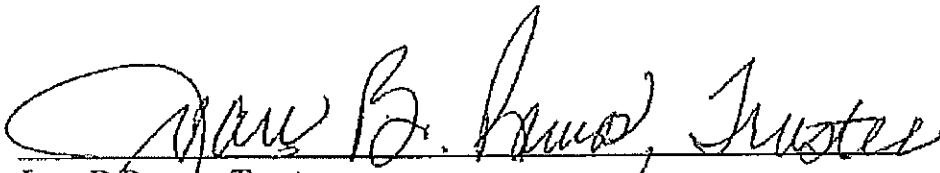
Clark, NV.

February 23, 2010

On or before December 31, 2014, for value received, Joan B Ramos, Trustee of the Joan B Ramos Trust, u/a/d October 4, 2004, promise(s) to pay to Banone LLC, or order at 3611 S Lindell #201, Las Vegas, NV 89103, the sum of \$78,000.00 Dollars, with interest from January 1, 2011 until paid, at the 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 Beneficiary herein agrees to renegotiate the existing principal balance and any interest due, if said note has not already been paid in full.

Principal and interest payable in lawful money of the United States of America. Should interest not be so paid it shall thereafter bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law. Should default be made in payment of interest when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. If action be instituted on this note I promise to pay such sum as the Court may fix as Attorney's fees. This note is secured by a DEED OF TRUST to , a Nevada Corporation.

BUYER:


Joan B Ramos, Trustee

Nvstmt2

EN001753

AAPP 6043

APN: 138-33-223-009
WHEN RECORDED MAIL TO and
MAIL TAX STATEMENT TO:
BANONE LLC
3611 S LINDELL #201
LAS VEGAS, NV 89103

Inst #: 201003010002018
Fees: \$15.00
N/C Fee: \$0.00
03/01/2010 10:43:45 AM
Receipt #: 250874
Requestor:
BANONE, LLC
Recorded By: DGI Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this February 22, 2010 between Joan B Ramos, Trustee of the Joan B Ramos Trust, w/a/d October 4, 2004. TRUSTOR, whose address is 436 Europa Way, Las Vegas, NV 89145, NATIONS TITLE COMPANY OF NEVADA, NEVADA CORPORATION, TRUSTEE and Banone LLC, BENEFICIARY, WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Clark, State of NEVADA described as:

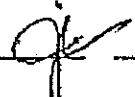
Lot Nine (9) in Block One (1) in Celebration III, as shown by map thereof recorded in Book 59 of Plats, Page 30, Official Records of Clark County, NV

IN THE EVENT THE HEREIN DESCRIBED PROPERTY, OR ANY PORTION 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.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority herein after given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$78,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county: namely:

Initials:  _____

Initials: _____
Page 1 of 4
Nvdolar

EN001754

AAPP 6044

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	249	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R.E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may change for a statement regarding the obligations secured hereby, provided the charge therefore does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

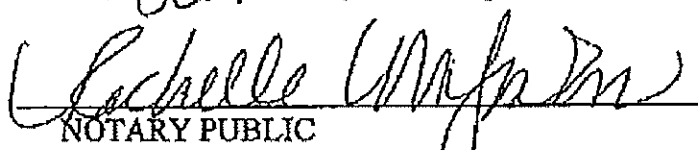
Signature of Trustor

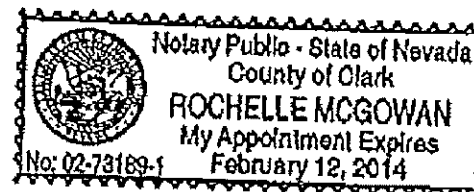

Joan B. Ramos, Trustee

STATE OF NEVADA
COUNTY OF CLARK

} ss:

This instrument was acknowledged before me on Feb. 25, 2010
by JOAN B. RAMOS


NOTARY PUBLIC



DO NOT RECORD

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, or to collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem proper.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at ten per cent per annum.

(6) At Beneficiary's option, Trustor will pay a "late charge" not exceeding four per cent (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

B. IT IS MUTUALLY AGREED:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose, and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of

default and of election to cause to be sold said property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law for the sale of real property under writ of execution, Trustee, without demand on Trustor, shall sell said property or any part thereof at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above.

Trustee shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this trust, including cost evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) That Beneficiary, or his assignee, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where, or document or file number under which, this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.

(8) The following covenants: Nos. 1, 3, 4, (interest 10%) 5, 6, 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.

(9) The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

(10) It is expressly agreed that the trust created hereby is irrevocable by Trustor.

(11) That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(12) That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(13) Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

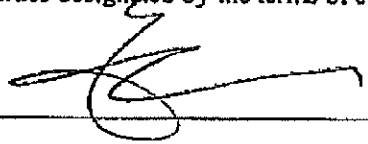
REQUEST FOR FULL RECONVEYANCE

DO NOT RECORD

TO TRUSTEE

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated 2/24/2010



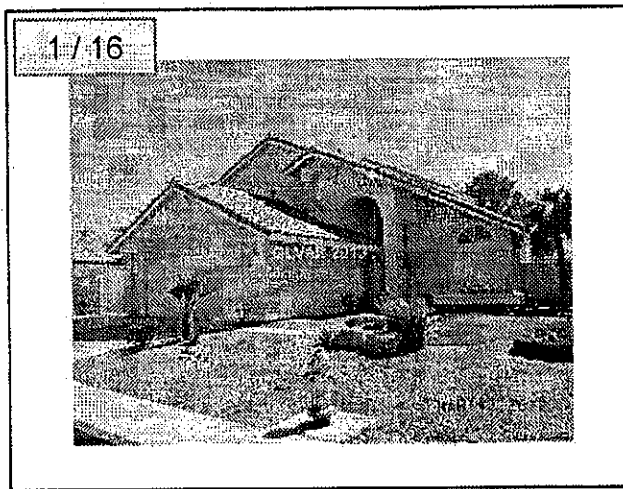
Please mail Deed of Trust, Note and Reconveyance to Banque LLC, 3611 S. Lindell #201, Las Vegas, NV 89103
Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

EXHIBIT M

GLVAR

RESIDENTIAL RENTAL

01/12/15 4:40



Click here for map view

1515/HEATHER OAKS WYVirtual Tour <http://instatour.propertypanorama.com/instaview/las/1370935>

GENERAL INFORMATION

ML# **1370935** Status **H** Area **103** Rent/Mo **\$1,499**
 Parcel# **124-28-417-015** Listing Agent a Realtor? **Y**
 Subdiv **ELDORADO R1-65 #4** Subdiv# **2077** YrBuilt **1990**
 Community City/Town **North Las** Pets Y/N **Y** AdditlPetR
 Comm Feat **Cc&R's Restrictions**
 Elem K-2 **LEEA** Elem 3-5 **LEEA** YrRound **N** Junior **CRAM** HighSch **LE**
 Zip **89031** State **NV** LandUse **Res-Sngl Fam** Dte Avl **08/05**
 Zoning **Zone-Single Family** Foreclosure Commenced **N**
 Tower Name:

1515 NA
 FB **3/4** HB
 Style **SINGLE** AppxLivArea **1,976** AddLivArea **0** Studio **N** #Beds **4** #Baths **3** **0** **0**
 Type **DETACHD** AppxTotLivArea **1,976** Bldg Desc **2STORY** CondoConv **N** #Den/Oth **0** #1
 Gar **2 /ATTACHD /AUTODR** Converted **N** Carport **0** UnitDesc **2LEVEL** LotSqFt **7,841**
 Furnished **N** Furnished Desc **NOFURN** Parking Desc Sectn 8 Considered
 Pv Spa **Y** PvPool **Y** LsOpt Considered
 D: **FROM ANN ROAD AND CAMINO AL NORTE GO WEST ON ANN TO FARPOINT, GO NORTH TO HEATHER OAKS. THE HOME IS THE CORNER OF HEATHER OAKS AND FARPOINT.**
 R: **BEAUTIFUL 1976 SQ FT 4 BEDROOM HOME. HARD WOOD FLOORING, SEPARATE FAMILY ROOM AND YOUR OWN POOL / SPA. READY FOR IMMEDIATE MOVE IN. LANDSCAPE AND POOL SERVICE PAID FOR BY THE LANDLORD. ALL APPLIANCES FURNISHED.**

FINANCIAL/DEPOSIT/REFUND INFORMATION

Deposit **Security Deposit** Lease **1 Year/Lease Over 1 Yr**
 Ten Pays **Cable/Disposal Service/Gas/Water/Sewer**
 Admn **\$75/No** Secur **\$2,150/Partial** Key **\$0/No** Pet **\$0/No** Cleaning **\$0/No** Oth
 Restrict+ **Will Consider Pets/No Smoking**

ADDITIONAL INFORMATION

Living **14X15 /Front** 2nd Bd **10X10**
 Fam Rm **18X18/Separate Family Room** 3rd Bd **10X11**
 Grt Rm **N** 4th Bd **10X12/Ceiling Fan**
 Din Rm **10X10** 5th Bd
 Kitchen **Breakfast Nook (Eating Area)** Den Dim Loft Dim
 MBR Des **13X15/Master Bedroom Walk-In Closet**
 MB Bath **Double Sink /Separate Shower /Separate Tub** Bed Down **Y** Bath Down **Y, Full Bath Downstairs**
 Firepl **2** Furnished **N** Furn Desc **No Furniture**
 Landscp
 Fence **Backyard Full Fenced /Block Fence**
 Refrg **Y** Dispos **Y** Dishw **Y** Washer/Dryer Incl **Both** DryerUtil **Gas** Location **Separate Laundry Area**
 OthAppl **Microwave** OvenDesc **Range/Oven Gas**
 Exterior
 Interior **Blinds/Ceiling Fan(s)** Flooring

UTILITIES INFORMATION

Heating Sys **Central Heating** Heat Fuel **Gas Heating** Util Inf
 Cooling Sys **Central Cooling** Cool Fuel **Electric Cooling** Cable/Satellite Avail **Y**

CONTINGENT/RENTED INFORMATION

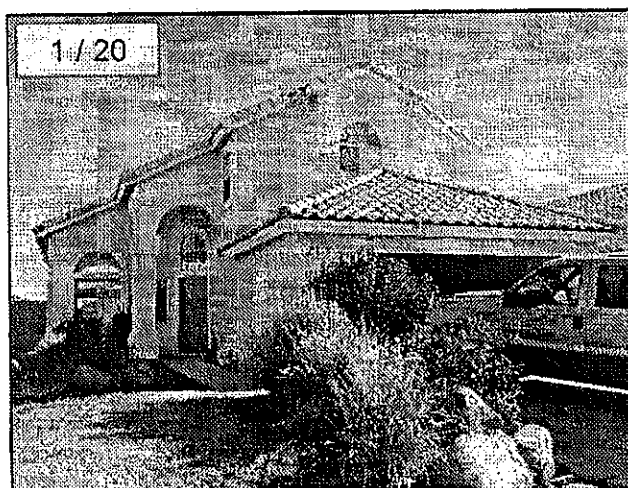
Applic Date **12/09/13** DOM **129** O/Rent Price **\$1,595** Rented Price **\$1,499**
 Rented Date **12/10/13** ShowPub ID **227957** RB **WYNN** Cond **VRGD** Lse **1 YEAR**

+ PET RESTRICTIONS DO NOT APPLY TO SERVICE ANIMALS.

Presented by:

Office Name:

Agent:

GLVAR**RESIDENTIAL RENTAL****01/12/15 4:40**

Click here for map view

5032/MILANGE STVirtual Tour <http://instatour.propertypanorama.com/instaview/las/1411004>**GENERAL INFORMATION**

Style **SINGLE** AppxLivArea **1,882** AddLivArea **0** Studio **N** #Beds **4** #Baths **2** **FB** **3/4** **HB**
 Type **ATTACHD** AppxTotLivArea **1,882** Bldg Desc **2STORY** CondoConv **N** #Den/Oth **0** #L
 Gar **2 /ENTRYHS** Converted **N** Carport **0** UnitDesc **2LEVEL** LotSqFt **4,792**
 Furnished **N** Furnished Desc **NOFURN** Parking Desc **Garage/Private** Sectn 8 Consider
 Pv Spa **N** PvPool **Y/Inground-Private/Pool/Spa Co** LsOpt Considered
 D: **From 95N, exit MLK. MLK becomes Camino al Norte; left La Madre Way. La Madre Way becomes Camino Bravo Dr. Right Menagerie Way; right on Pagentry Dr; left on Milange.**
 R:

FINANCIAL/DEPOSIT/REFUND INFORMATION

Deposit **1st Month Rent/Key/Cleaning Deposit/Security Deposit** Lease **7-12 Mths/1 Year**
 Ten Pays **Power/Gas/Key Deposit/Pool Service/Water**
 Admn **\$50/No** Secur **\$1,200/Yes** Key **\$25/No** Pet **\$250/No** Cleaning **\$150/No** Oth
 Restrict+ **Will Consider Pets/No Smoking**

ADDITIONAL INFORMATION

Living **14X12 /Entry Foyer /Formal** 2nd Bd **11X10/Walk-In Closet(s)**
 Fam Rm **15X13/Downstairs** 3rd Bd **11X10/With Bath**
 Grt Rm **N/None** 4th Bd **14X12/With Bath**
 Din Rm **10X10 /Kitchen/Dining Room Combo** 5th Bd
 Kitchen **Breakfast Nook (Eating Area)/Tile Countertops/Linole** Den Dim Loft Dim
 MBR Des **15X15/Master Bedroom Walk-In Closet**
 MB Bath **Double Sink /Shower Only** Bed Down **Y** Bath Down **Y, Full Bath Downstairs**
 Firepl **0** Furnished **N** Furn Desc **No Furniture**
 Landscp **Desert Landscaping**
 Fence **Backyard Full Fenced /Block Fence**
 Refrg **Y** Dispos **Y** Dishw **Y** Washer/Dryer Incl **Both** DryerUtil **Gas** Location **Separate Laundry Room**
 OthAppl **Microwave** OvenDesc **Convection Oven**
 Exterior **None** Flooring **Carpet/Linoleum/Vinyl/Mexican Tile**
 Interior **Blinds/Ceiling Fan(s)**

UTILITIES INFORMATION

Heating Sys **Central Heating** Heat Fuel **Gas Heating** Util Inf **Cable TV Wired/Underground**
 Cooling Sys **Central Cooling** Cool Fuel **Electric Cooling** Cable/Satellite Avail **Y**

CONTINGENT/RENTED INFORMATION

Applic Date **01/17/14** DOM **16** O/Rent Price **\$1,200** Rented Price **\$1,200**
 Rented Date **02/04/14** ShowPub ID **219002** RB **WREL** Cond **EXCL** Lse **1 YEAR**

+ PET RESTRICTIONS DO NOT APPLY TO SERVICE ANIMALS.

Presented by:

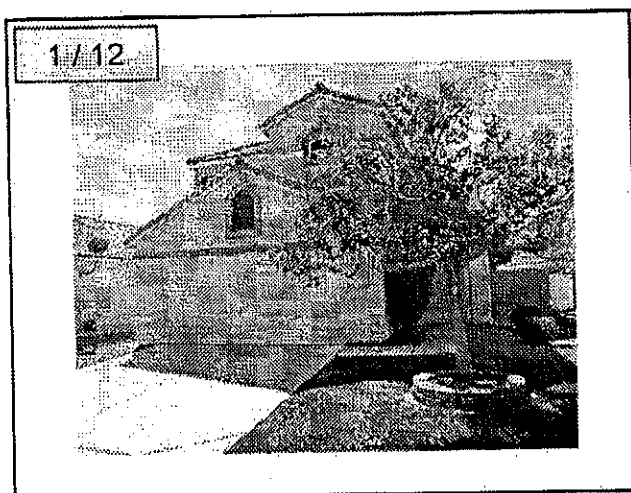
Office Name:

Agent:

GLVAR

RESIDENTIAL RENTAL

01/12/15 4:40



Click here for map view

1815/DESERT SAGE AVVirtual Tour <http://instatour.propertypanorama.com/instaview/las/1430583>

GENERAL INFORMATION

Style **SINGLE** AppxLivArea **1,722** AddLivArea **0** Studio **N** #Beds **3** #Baths **2** FB **3/4** HB **1**
 Type **DETACHED** AppxTotLivArea **1,722** Bldg Desc **2STORY** CondoConv **N** #Den/Oth **0** #L **0**
 Gar **2** Converted Carport **0** UnitDesc **2LEVEL** LotSqFt **4,356**
 Furnished **N** Furnished Desc **NOFURN** Parking Desc **0** Sectn 8 Considered **0**
 Pv Spa **Y** PvPool **Y** LsOpt Considered **0**
 D: **FROM 95 AND ANN EAST TO WHITESTONE LEFT ON DESERT SAGE**

R: **BEAUTIFUL HOME WITH ALL NEW INTERIOR AND ALL APPLIANCES ARE INCLUDED**

FINANCIAL/DEPOSIT/REFUND INFORMATION

Deposit **Security Depost** Lease **Lease Over 1 Yr**
 Ten Pays **Disposal Service/Gas/Water/Sewer/Power**
 Admn **\$80/No** Secur **\$1,250/Yes** Key **\$0/No** Pet **\$200/No** Cleaning **\$0/No** Oth **0**
 Restrict+ **No Restrictions**

ADDITIONAL INFORMATION

Living **16X13 /Front** 2nd Bd **10X10**
 Fam Rm **13X12/Separate Family Room** 3rd Bd **10X10**
 Grt Rm **N** 4th Bd **0**
 Din Rm **11X10** 5th Bd **0**
 Kitchen **Breakfast Nook (Eating Area)** Den Dim **0** Loft Dim **10X10**
 MBR Des **14X12/Master Bedroom Walk-In Closet**
 MB Bath **Double Sink** Bed Down **0** Bath Down **Y**
 Firepl **1** Furnished **N** Furn Desc **No Furniture**
 Landscp **0**
 Fence **Backyard Full Fenced /Block Fence**
 Refrg **Y** Dispos **Y** Dishw **Y** Washer/Dryer Incl **Both** DryerUtil **Gas** Location **Separate Laundry Room**
 OthAppl **Microwave** OvenDesc **Range/Oven Gas**
 Exterior **0** Flooring **0**
 Interior **Blinds**

UTILITIES INFORMATION

Heating Sys **Central Heating** Heat Fuel **Gas Heating** Util Inf **0**
 Cooling Sys **Central Cooling** Cool Fuel **Electric Cooling** Cable/Satellite Avail **Y**

CONTINGENT/RENTED INFORMATION

Applic Date **03/28/14** DOM **10** O/Rent Price **\$1,250** Rented Price **\$1,250**
 Rented Date **04/07/14** ShowPub ID **229422** RB **TRGP** Cond **VRGD** Lse **1 YEAR**

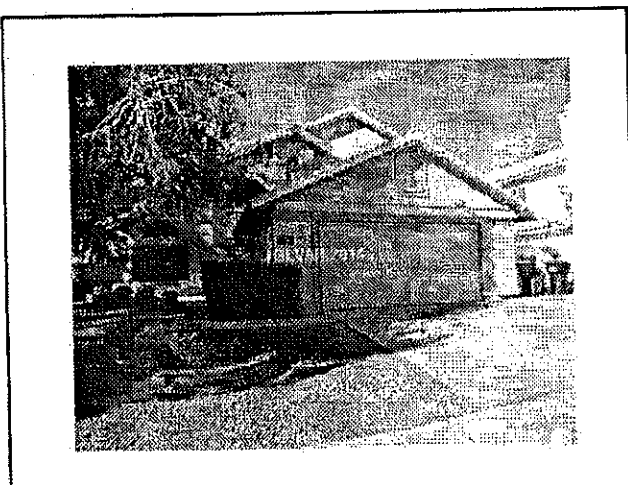
+ **PET RESTRICTIONS DO NOT APPLY TO SERVICE ANIMALS.**

Presented by:

Office Name:

Agent:

GLVAR


[Click here for map view](#)
5729/WALKINGSTICK LN

Virtual Tour

RESIDENTIAL RENTAL**01/12/15 4:40**

ML# **1436396** Status **L** Area **103** Rent/Mo **\$1,350**
 Parcel# **124-28-415-006** Listing Agent a Realtor? **Y**
 Subdiv **ELDORADO-R1-65 #6** Subdiv# **2077** YrBuilt **1992**
 Community City/Town **North Las** Pets Y/N **Y** AdditlPetR
 Comm Feat **Cc&R's Restrictions**
 Elem K-2 **LEEA** Elem 3-5 **LEEA** YrRound **N** Junior **CRAM** HighSch **LE**
 Zip **89031** State **NV** LandUse **Res-Sngl Fam** Dte Avl **04/04**
 Zoning **Zone-Single Family** Foreclosure Commenced **N**
 Tower Name:

0

0

GENERAL INFORMATION

Style **SINGLE** AppxLivArea **1,976** AddLivArea Studio **N** #Beds **4** #Baths **3** FB **3/4** HB
 Type **DETACHED** AppxTotLivArea **1,976** Bldg Desc **2STORY** CondoConv **N** #Den/Oth **0** #L
 Gar **2** Converted Carport **0** UnitDesc **2LEVEL** LotSqFt **7,405**
 Furnished **N** Furnished Desc **NOFURN** Parking Desc Sectn 8 Considered
 Pv Spa **Y** PvPool **Y** LsOpt Considered
 D: **FROM ANN AND CAMINO EL NORTE NORTH ON CAMINO ELDORADO WEST ON RED HOLLOW NORTH ON INDIAN RIDGE WEST ON WALSTONE TO WALKINGSTICK**
 R: **BEAUTIFUL HOUSE WITH ALL NEW INTERIOR AND ALL NEW APPLIANCES . THIS IS A REAL BEAUTY. IT WILL GO FAST.**

FINANCIAL/DEPOSIT/REFUND INFORMATION

Deposit **Security Deposit** Lease **Lease Over 1 Yr**
 Ten Pays **Disposal Service/Gas/Water/Sewer/Power**
 Admn **\$80/No** Secur **\$1,350/Yes** Key **\$0/No** Pet **\$450/Partial** Cleaning **\$0/No** Oth
 Restrict+ **Other Restrictions**

ADDITIONAL INFORMATION

Living **15X13 /Front** 2nd Bd **12X10**
 Fam Rm **15X13/Separate Family Room** 3rd Bd **12X10**
 Grt Rm **N** 4th Bd **11X10**
 Din Rm **11X10** 5th Bd
 Kitchen **Breakfast Nook (Eating Area)** Den Dim Loft Dim
 MBR Des **15X15/Master Bedroom Walk-In Closet**
 MB Bath **Double Sink** Bed Down Bath Down **Y**
 Firepl **2** Furnished **N** Furn Desc **No Furniture**
 Landscp
 Fence **Backyard Full Fenced /Block Fence**
 Refrg **Y** Dispos **Y** Dishw **Y** Washer/Dryer Incl **Both** DryerUtil **Gas** Location **Separate Laundry Room**
 OthAppl **Microwave** OvenDesc **Range/Oven Gas**
 Exterior
 Interior **Blinds** Flooring

UTILITIES INFORMATION

Heating Sys **Central Heating** Heat Fuel **Gas Heating** Util Inf
 Cooling Sys **Central Cooling** Cool Fuel **Electric Cooling** Cable/Satellite Avail **Y**

CONTINGENT/RENTED INFORMATION

Applic Date **04/28/14** DOM **24** O/Rent Price **\$1,350** Rented Price **\$1,350**
 Rented Date **04/30/14** ShowPub ID **226543** RB **REOG07** Cond **EXCL** Lse **1YEAR+**

+ PET RESTRICTIONS DO NOT APPLY TO SERVICE ANIMALS.

Presented by:

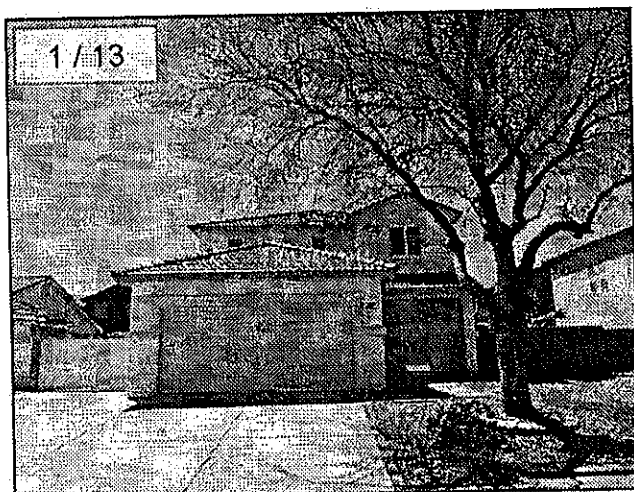
Office Name:

Agent:

GLVAR

RESIDENTIAL RENTAL

01/12/15 4:40



Click here for map view

341/ALEXANDER STATION AV

Virtual Tour <http://instatour.propertypanorama.com/instaview/las/1440628>

GENERAL INFORMATION

Style **SINGLE** AppxLivArea **1,953** AddLivArea **0** Studio **N** #Beds **3** #Baths **2** **0** **1**
 Type **DETACHD** AppxTotLivArea **1,953** Bldg Desc **2STORY** CondoConv **N** #Den/Oth **0** #L
 Gar **3 /ATTACHD /AUTODR** Converted Carport **0** UnitDesc **2LEVEL** LotSqFt **6,098**
 Furnished **N** Furnished Desc **NOFURN** Parking Desc
 Pv Spa **Y** PvPool **Y/Inground-Private** Sectn 8 Considered
 D: **215 NORTH/5TH *EXIT S ON 5TH*R (W) ON CENTENNIAL* LEFT (S) ON COMMERCE* R (W) ON ALEXANDER STATION***
 LsOpt Considered

R: **WOW! REMODELED 3 BEDROOM HOME W/ POOL AND BOAT/RV PARKING* NEW PAINT AND FLOORING* LOFT* M/M W
 TILE AND CARPET THROUGHOUT* CUSTOM PAINT* ISLAND KITCHEN* ALL APPLIANCES INCLUDED* COVERED REAR P.
 * BBQ * POOL SERVICES INCLUDED***

FINANCIAL/DEPOSIT/REFUND INFORMATION

Deposit **Security Deposit/Pet Deposit** Lease **1 Year/Lease Over 1 Yr**
 Ten Pays **Water/Sewer/Power/Gas/Disposal Service**
 Admn **\$50/No** Secur **\$1,475/Yes** Key **\$100/No** Pet **\$300/Yes** Cleaning **\$0/Yes** Oth
 Restrict+ **No Smoking/Will Consider Pets**

ADDITIONAL INFORMATION

Living **19X16 /Formal** 2nd Bd **11X14/Ceiling Fan**
 Fam Rm **20X13/Separate Family Room /Downstairs** 3rd Bd **11X10/Ceiling Fan**
 Grt Rm **N** 4th Bd
 Din Rm **12X11 /Dining Area** 5th Bd
 Kitchen **Island/Pantry/Tile Flooring/Laminate Countertops** Den Dim Loft Dim **15X11**
 MBR Des **16X11/Master Bedroom Walk-In Closet**
 MB Bath **Tub /Double Sink /Separate Shower** Bed Down **N** Bath Down **Y, 1/2 Bath Downstairs**
 Firepl **0** Furnished **N** Furn Desc **No Furniture**
 Landscp **Drip Irrigation/Bubblers/Desert Landscaping**
 Fence **Backyard Full Fenced /Block Fence/RV Gate**
 Refrg **Y** Dispos **Y** Dishw **Y** Washer/Dryer Incl **Both** DryerUtil **Gas** Location **First Floor/Separate Laun**
 OthAppl **None** OvenDesc **Range/Oven Gas**
 Exterior **Back Yard Access/Covered Patio/Built-In Barbecue** Flooring **Man made wood or Laminate/Tile/Carpe**
 Interior **Blinds/Ceiling Fan(s)**

UTILITIES INFORMATION

Heating Sys **Central Heating** Heat Fuel **Gas Heating** Util Inf
 Cooling Sys **Central Cooling** Cool Fuel **Electric Cooling** Cable/Satellite Avail **Y**

CONTINGENT/RENTED INFORMATION

Applic Date **04/30/14** DOM **6** O/Rent Price **\$1,475** Rented Price **\$1,475**
 Rented Date **05/09/14** ShowPub ID **226493** RB **KEYR** Cond **VRGD** Lse **1 YEAR**

+ PET RESTRICTIONS DO NOT APPLY TO SERVICE ANIMALS.

Presented by:

Office Name:

EXHIBIT N

RESIDENTIAL LEASE AGREEMENT

1. This AGREEMENT is entered into this 9 day of JULY, 2009 between BANONE LLC, ("LANDLORD") legal owner of the property through the Owner's BROKER, (hereinafter referred to as "BROKER") and

Tenant's Name: Nancy Soto

Phone No. (702) 7638-1029

Tenant's Name: Jose F. Andrade

Phone No. (702) 561-9684

(hereinafter called TENANT), which parties hereby agree to as follows:

2. SUMMARY: The initial rents, charges and deposits are as follows:

	Total Amount	Received	Balance Due Prior to Occupancy
Rent: From <u>7/9</u> , To <u>8/10</u>	\$ <u>1100</u>	\$ <u>1100</u>	\$ <u>0</u>
Security Deposit	\$ <u>500</u>	\$ <u>500</u>	\$ <u>0</u>
Key Deposit	\$	\$	\$
Admin Fee/Credit App Fee (Non-refundable)	\$	\$	\$
Other	\$	\$	\$
TOTAL	\$	\$	\$

(Any balance due prior to occupancy to be paid in CERTIFIED FUNDS)

3. ADDITIONAL MONIES DUE: ON AUGUST 9TH, \$777 WILL BE DUE FOR AUGUST'S RENT

4. PREMISES: Landlord hereby leases to TENANT and TENANT hereby leases from Landlord, subject to the terms and conditions of the lease, the Premises known and designated as 2101 CONCORD VILLAGE consisting of 1 SINGLE FAMILY RESIDENCE.

5. TERM: The term hereof shall commence on 7/9/2009 and continue until 6/31/2010, for a total rent of \$ 13,200, then on a month-to-month basis thereafter, until either party shall terminate the same by giving the other party thirty (30) days written notice delivered by certified mail (all calculation based on 30 day month).

6. RENT: TENANT shall pay rent at the monthly rate of \$ 1100, in advance, on the 1 day of every month beginning the 1 day of September, 2009.

7. PLACE OF PAYMENTS: TENANT shall make all payments payable to ANY BANK of AMERICA and shall mail such payments to: 3611 S. LINCOLN RD. STE 201 LV, 89103 -or- ☒ hand deliver such payments to 3611 S. LINCOLN RD. STE 201 LV, 89103 during normal business hours.

8. LATE FEES: In the event TENANT fails to pay rent when due, TENANT shall pay a late fee of \$ 100 plus \$ 10 per day for each day after 1 days that the sum was due.

9. SECURITY DEPOSITS: Upon execution of this Agreement, TENANT shall deposit with LANDLORD as a Security Deposit the sum stated in paragraph 2. TENANT shall not apply the Security Deposit to, or in lieu of, rent. At any time during the term of this Agreement and upon termination of the tenancy by either party for any reason, the LANDLORD may claim, from the Security Deposit, such amounts due Landlord under this Agreement. LANDLORD shall provide TENANT with an accounting of the disposition of the Security Deposit within thirty (30) days of termination.

10. TRUST ACCOUNTS: BROKER shall retain all interest earned, if any, on security deposits to offset administration and bookkeeping fees.

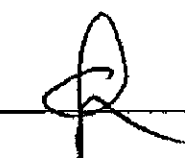
Revised 12/05

Lease/Rental Agreement Page 1 of 6

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Landlord [Signature] Tenant J.F.A.

11. **DISHONORED CHECKS:** A charge of \$ 100 shall be imposed for each dishonored check made by TENANT to LANDLORD. TENANT agrees to pay all rents, all late fees, all notice fees and all costs to honor a returned check with certified funds. After TENANT has tendered a check which is dishonored, TENANT hereby agrees to pay all remaining payments including rent due under this Agreement by certified funds. Any payments tendered to LANDLORD thereafter, which are not in the form of certified funds, shall be treated as if TENANT failed to make said payment until certified funds are received. LANDLORD presumes that TENANT is aware of the criminal sanctions and penalties for issuance of a check which TENANT knows is drawn upon insufficient funds and which is tendered for the purpose of committing a fraud upon a creditor. All late fees and dishonored check charges shall be due when incurred and after thirty (30) days shall become additional rent.
12. **CARDS AND KEYS:** Upon execution of the Agreement, TENANT shall receive the following: 1 Door key(s), X Mailbox key(s), X Laundry Room key(s), X Transmitter(s) X Gate Card(s) X Other(s). Tenant shall make a key deposit (if any) in the amount set forth in paragraph 2 upon execution of this Agreement. The key deposit shall be refunded within 30 days of Tenant's return of all cards and/or keys to Landlord or Landlord's BROKER.
13. **CONVEYANCES AND USES:** TENANT shall not assign, sublet or transfer TENANT'S interest, nor any part thereof, without prior written consent of LANDLORD. TENANT shall use the Premises for residential purposes only and not for any commercial enterprise or for any purpose which is illegal. TENANT shall not commit waste, cause excessive noise, create a nuisance or disturb others.
14. **OCCUPANTS:** Occupants of the Premises shall be limited to 6 persons and shall be used solely for housing accommodations and for no other purpose.
15. **GUESTS:** The TENANT agrees to pay the sum of \$ 20 per day for each guest remaining on the Premises more than 7 days. Notwithstanding the foregoing, in no event shall any guest remain on the Premises for more than 30 days.
16. **UTILITIES:** LESSEE shall immediately connect all utilities and services of premises upon commencement of lease. LESSEE is to pay when due all utilities and other charges in connection with LESSEE's individual rented premises. Responsibility is described as (T) for Tenant and (O) for Owner T Electricity T Gas T Water T Trash T Sewer T Cable T Phone O Association Fees Other:
- a. TENANT is responsible to connect the following utilities in TENANT'S name:
- b. LANDLORD will maintain the connection of the following utilities in LANDLORD's name and bill TENANT for connection fees and use accordingly:
- c. No additional phone or cable lines or outlets shall be obtained for the Premises without the LANDLORD's written consent. In the event of LANDLORD's consent, TENANT shall be responsible for all costs associated with the additional lines or outlets.
- d. Within thirty (30) days of occupancy, if the Premises has insects, Landlord, at TENANT's request, will arrange for and pay for the initial pest control spraying. TENANT agrees to pay for the monthly pest control spraying fees.
- e. If an alarm system exists on the Premises, TENANT shall obtain the services of an alarm services company and shall pay all costs associated therewith.
- f. Other:
17. **PETS:** No pet shall be on or about the Premises at any time without written permission of LANDLORD. In the event TENANT wishes to have a pet, TENANT will complete an Application for Pet Approval. Should written permission be granted for occupancy of the designated pet, an additional security deposit in the amount of \$ 100 will be required and paid by TENANT in advance subject to deposit terms and conditions aforementioned. TENANT agrees to indemnify LANDLORD for any and all liability, loss and damages which LANDLORD may suffer as a result of any animal in the Premises. In the event written permission shall be granted, TENANT shall be required to procure and provide to Landlord written evidence that TENANT has obtained such insurance as may be available against property damage to the Premises and liability to third party injury. Each such policy shall name LANDLORD and LANDLORD'S AGENT as additional insureds. A copy of each such policy shall be provided to Landlord or Landlord's BROKER prior to any pets being allowed within the Premises.

Landlord  Tenant J.F.A.

18. **RESTRICTIONS:** TENANT shall not keep or permit to be kept in, on, or about the Premises: waterbeds, boats, campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles except as follows: _____

TENANT shall not conduct nor permit any work on vehicles on the premises.

19. **ALTERATIONS:** TENANT shall make no alterations to the Premises without LANDLORD's written consent. All alterations or improvements made to the Premises, shall, unless otherwise provided by written agreement between parties hereto, become the property of LANDLORD and shall remain upon the Premises and shall constitute a fixture permanently affixed to the Premises. In the event of any alterations, TENANT shall be responsible for restoring the Premises to its original condition if requested by LANDLORD or LANDLORD's BROKER.

20. **DEFAULT:** Failure by TENANT to pay rent, perform any obligation under this Agreement, or comply with any Association Governing Documents (if any), or TENANT's engagement in activity prohibited by this Agreement, or TENANT's failure to comply with any and all applicable laws, shall be considered a default hereunder. Upon default, LANDLORD may, at its option, terminate this tenancy upon giving proper notice. Upon default, LANDLORD shall issue a proper itemized statement to TENANT noting the amount owed by TENANT. LANDLORD may pursue any and all legal and equitable remedies available.

21. **ENFORCEMENT:** Any failure by LANDLORD to enforce the terms of this Agreement shall not constitute a waiver of said terms by LANDLORD. Acceptance of rent due by LANDLORD after any default shall not be construed to waive any right of LANDLORD or affect any notice of termination or eviction.

22. **NOTICE OF INTENT TO VACATE:** TENANT shall provide notice of TENANT's intention to vacate the Premises at the expiration of this Agreement. Such notice shall be in writing and shall be provided to LANDLORD not less than 30 days prior to the expiration of the term of this Agreement. In the event TENANT fails to provide such notice, TENANT shall be deemed to be holding-over on a month-to-month basis until 30 days after such notice. During a holdover not authorized by LANDLORD, rent shall increase by _____%.

23. **TERMINATION:** Upon termination of the tenancy, TENANT shall surrender and vacate the Premises and shall remove any and all of TENANT'S property. TENANT shall return keys, personal property and Premises to the LANDLORD in good, clean and sanitary condition, normal wear expected. TENANT will allow LANDLORD to inspect the Premises in the TENANT's presence to verify the condition of the Premises

24. **ATTORNEY'S FEES:** In the event of any court action, the prevailing party shall be entitled to be awarded against the losing party all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs.

25. **EMERGENCIES:** The name, address and phone number of the party who will handle emergencies on behalf of the LANDLORD is as follows: BRUCE NELSON 702 531-4646

26. **MAINTENANCE:** TENANT shall keep the Premises in a clean and good condition. TENANT shall immediately report to the LANDLORD any defect or problem pertaining to plumbing, wiring or workmanship on the Premises. TENANT shall be responsible for any MINOR repairs necessary to the Premises up to and including the cost of \$ 500. TENANT agrees to pay for all repairs, replacements and maintenance required by TENANT's misconduct or negligence or that of TENANT's family, pets, licensees and guests, including but not limited to any damage done by wind or rain caused by leaving windows open and/or by overflow of water, or stoppage of waste pipes, or any other damage to appliances, carpeting or the building in general. At LANDLORD's option, such charges shall be paid immediately or be regarded as additional rent to be paid no later than the next monthly payment date following such repairs.

a. TENANT shall change filters in the heating and air conditioning systems at least once every month, at TENANT's own expense. LANDLORD shall maintain the heating and air conditioning systems and provide for major repairs. However, any repairs to the heating or cooling system caused by dirty filters due to TENANT neglect will be the responsibility of TENANT.

b. TENANT shall replace all broken glass, regardless of cause of damage, at TENANT's expense.

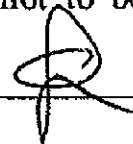
c. In the case of landscaping being maintained by a contractor, TENANT agrees to cooperate with the landscape contractor in a satisfactory manner. LANDLORD provided landscaping maintenance is not to be construed as a waiver of any

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Lease/Rental Agreement Page 3 of 6

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Landlord



Tenant



d. LANDLORD shall be responsible for all major electrical problems that are not caused by TENANT.

f. There _____ (is) ✓ (is not) a pool contractor whose name and phone number are as follows: _____

27. ACCESS: TENANT agrees to grant LANDLORD the right to enter the Premises at all reasonable times and for all reasonable purposes including showing to prospective lessees, buyers, appraisers or insurance agents or other business therein and for periodic maintenance reviews as requested by LANDLORD. If TENANT fails to keep scheduled appointments with vendors to make necessary/required repairs, TENANT shall pay for any additional charges incurred which will then become part of the next month's rent and be considered additional rent. TENANT shall not deny LANDLORD his/her rights of reasonable entry to the Premises. LANDLORD shall have the right to enter in case of emergency and other situations as specifically allowed by law. LANDLORD agrees to give TENANT twenty-four (24) hours notification for entry, except in case of emergency.

<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Intercom System	<input type="checkbox"/> Spa Equipment	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Stove	<input type="checkbox"/> Alarm System	<input type="checkbox"/> Auto Sprinklers	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Microwave	<input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Auto Garage Openers	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Disposal	<input type="checkbox"/> Ceiling Fans	<input type="checkbox"/> BBQ	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Water Conditioner Equipment	<input type="checkbox"/> Solar Screens	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Washer	<input type="checkbox"/> Floor Coverings	<input type="checkbox"/> Pool Equipment	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Dryer	<input checked="" type="checkbox"/> Window Coverings	<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>

a. The Premises is equipped with a smoke detection device(s).

30. **ASSOCIATIONS:** Should the Premises described herein be a part of a common interest community, homeowners association planned unit development, condominium development or such, TENANT hereby agrees to abide by the Governing Documents (INCLUDING Declarations, Bylaws, Articles, Rules and Regulations) of such project and further agrees to be responsible for any fines or penalties levied as a result of failure to do so by himself, his family, licensees or guests. Noncompliance with the Governing Documents shall constitute a violation of this Agreement. Such fines shall be considered as an addition to rent and shall be due along with the next monthly payment of rent. In signing this Agreement, TENANT acknowledges receipt of a copy of the applicable Governing Documents. LANDLORD, at LANDLORD's expense, shall provide TENANT with any additions to such Governing Documents as they become available. LANDLORD may, at its option, with 30 days notice to TENANT, adopt additional reasonable rules and regulations governing use of the Premises and of the common areas (if any).

Landlord R Tenant J.F.A.

31. **INSURANCE:** TENANT _____ (is) ☒ (is not) required to purchase renter's insurance. (LANDLORD's insurance does not cover TENANT's personal property.) Landlord and Landlord's BROKER shall be named as an additional insured on any such policy. LANDLORD shall not be liable for any damage or injury to TENANT, or any other person, to any property occurring on the Premises or any part thereof, or in common areas thereof. TENANT agrees to indemnify, defend and hold LANDLORD harmless from any claims for damages.

32. ILLEGAL ACTIVITIES PROHIBITED:

a. TENANT is aware of the following: It is a misdemeanor to commit or maintain a public nuisance as defined in NRS 202.450 or to allow any building or boat to be used for a public nuisance. Any person, who willfully refuses to remove such a nuisance when there is a legal duty to do so, is guilty of a misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building, health or safety codes or regulations may be reported to the government entity in our local area such as the code enforcement division of the county/city government or the local health or building departments.

b. TENANT, any member of TENANT's household, a guest or other person under TENANT's control shall not:

- engage in criminal activity, including drug-related criminal activity, on or near the subject leasehold premises, "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of controlled substance (as defined in Section 102 of the Controlled Substances Act, 21 USC §802);
- engage in any act intended to facilitate criminal activity on or near the subject leasehold Premises;
- permit the Premises to be used for or to facilitate criminal activity including drug-related criminal activity regardless of whether the individual engaging in such activity is a member of the household or a guest;
- engage in the use, manufacture, sale or distribution of illegal drugs at any location, whether on or near the subject leasehold Premises or otherwise.
- engage in acts of violence, including, but not limited to the unlawful discharge of firearms on or near the subject leasehold premises.

33. ADDITIONAL RESPONSIBILITIES:

a. TENANT may install or replace screens at TENANT's own expense. Solar screen installation requires written permission from LANDLORD. LANDLORD is not responsible for maintaining screens.

b. Any BBQ must be at least ten (10) feet away from any structure as required by Clark County Fire Department, and TENANT shall comply with Nevada law.

c. The Premises _____ (have) ☒ (have not) been freshly painted. If freshly painted, TENANT will be responsible for the costs for any holes or excessive dirt or smudges that will require repainting.

d. TENANT agrees to coordinate transfer of utilities to Landlord or Landlord's BROKER.

e. Locks may be replaced or dead bolts re-keyed at the Tenant's expense provided TENANT informs LANDLORD and provides LANDLORD with a workable key for each new or changed lock.

f. TENANT may conduct a risk assessment or inspection of the Premise for the presence of lead-based paint and/or lead-based paint hazards at the TENANT's expense for a period of ten days after execution of this agreement. If TENANT for any reason fails to conduct such an inspection, then TENANT shall be deemed to have elected to lease the Premises "as is" and to have waived this contingency. If TENANT conducts such an inspection and determines that lead-based paint deficiencies and/or hazards exist, TENANT will notify LANDLORD in writing. LANDLORD will then have ten days to elect to correct such deficiencies and/or hazards or to terminate this agreement. In the event of termination under this paragraph, the security deposit will be refunded to TENANT. (If the property was constructed prior to 1979, refer to the attached Lead-Based Paint Disclosure.)


34. CHANGES MUST BE IN WRITING: No changes, modifications or amendment of this Agreement shall be valid or binding unless such changes, modifications or amendment are in writing and signed by each party. Such changes shall take effect after thirty days notice to TENANT.

Revised 12/05

Lease/Rental Agreement Page 5 of 6

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Landlord



Tenant



35. **CONFLICTS BETWEEN LEASE AND ADDENDUM:** In case of conflict between the provisions of an addendum and any other provisions of this Agreement, the provisions of the addendum shall govern.
36. **NEVADA LAW GOVERNS:** This Agreement is executed and intended to be performed in Clark County in the State of Nevada and the laws of the State of Nevada shall govern its interpretation and effect.
37. **WAIVER:** Nothing contained in this Agreement shall be construed as waiving any of the LANDLORD's or TENANT's rights under the laws of the State of Nevada.
38. **CONFIRMATION OF REPRESENTATION:** The Agents in this transaction are:

Tenant's Broker: _____ Agent's Name: _____
Address: _____
Phone: _____ Fax: _____ Email: _____
License # _____

Landlord's Broker: _____ Agent's Name: _____
Address: _____
Phone: _____ Fax: _____ Email: _____
License # _____

39. **NOTICES:** Unless otherwise required by law, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing and shall be faxed and mailed by certificate of mailing to the following addresses:

BROKER: _____ TENANT: _____
Fax: _____ Fax: _____

40. **PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held invalid or unenforceable, such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.
41. **VIOLATIONS OF PROVISIONS:** A single violation by TENANT of any of the provisions of this Agreement shall be deemed a material breach and shall be cause for termination of this Agreement. Unless otherwise provided by the law, proof of any violation of this Agreement shall not require criminal conviction but shall be by a preponderance of the evidence.
42. **SIGNATURES:** The Agreement is accepted and agreed to jointly and severally. The undersigned have read this Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a copy of this Agreement.

43. **ADDITIONAL TERMS AND CONDITIONS:**

THE TENANTS ARE RESPONSIBLE FOR ALL UPKEEP AND MAINTENANCE OF THE PROPERTY INCLUDING THE FRONT YARD. ANY FEES CHARGED BY THE CITY OR THE HOA FOR LACK OF MAINTENANCE WILL BE CHARGED TO THE TENANT.

\$300 A MONTH WILL GO TOWARDS THE CLOSING COSTS IF THE TENANTS PURCHASE THE HOME.

LANDLORD/OWNER OF RECORD

MANAGEMENT COMPANY (BROKER)

By

Authorized AGENT for BROKER

DATE

7/09/09

☒ REALTOR®

TENANT'S SIGNATURE

DATE

Nancy Sato 07/09/09

TENANT'S SIGNATURE

DATE

JOSE F. ANDRADE 07/09/09

TENANT'S SIGNATURE

DATE

Revised 12/05

Lease/Rental Agreement Page 6 of 6

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Landlord

Tenant

RESIDENTIAL LEASE AGREEMENT

for

5325 Coral Hills St
North Las Vegas, NV 89103

(Property Address)



1. This AGREEMENT is entered into this 1st day of July, 2009 between Banone LLC, ("LANDLORD") legal owner of the property through the Owner's BROKER, _____, (hereinafter referred to as "BROKER") and

Tenant's Name: Mark Caplan

Tenant's Name: _____

Tenant's Name: _____

Tenant's Name: _____

(hereinafter called TENANT), which parties hereby agree to as follows:

2. SUMMARY: The initial rents, charges and deposits are as follows:

	Total Amount	Received	Balance Due Prior to Occupancy
Rent: From <u>07/01/2009</u> , To <u>07/31/2009</u>	\$ <u>1,200.00</u>	\$ <u>1,200.00</u>	\$ _____
Security Deposit	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>	\$ _____
Key Deposit	\$ _____	\$ _____	\$ _____
Admin Fee/Credit App Fee (Non-refundable)	\$ _____	\$ _____	\$ _____
Pet Deposit	\$ _____	\$ _____	\$ _____
Cleaning Deposit	\$ _____	\$ _____	\$ _____
Last Month's Rent Security	\$ _____	\$ _____	\$ _____
CIC Registration	\$ _____	\$ _____	\$ _____
Utility Proration	\$ _____	\$ _____	\$ _____
Sewer/Trash Proration	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
TOTAL	\$ <u>2,200.00</u>	\$ <u>2,200.00</u>	\$ _____

(Any balance due prior to occupancy to be paid in CERTIFIED FUNDS)

3. ADDITIONAL MONIES DUE: _____

4. PREMISES: Landlord hereby leases to TENANT and TENANT hereby leases from Landlord, subject to the terms and conditions of the lease, the Premises known and designated as 5325 Coral Hills St, North Las Vegas, NV 89103 consisting of _____.

5. TERM: The term hereof shall commence on July 1, 2009 and continue until June 30, 2010, for a total rent of \$ 14,400.00, then on a month-to-month basis thereafter, until either party shall terminate the same by giving the other party thirty (30) days written notice delivered by certified mail (all calculation based on 30 day month).

6. RENT: TENANT shall pay rent at the monthly rate of \$ 1,200.00, in advance, on the 1 day of every month beginning the 1st day of July, 2009 and delinquent after 1. There is no grace period. If rent is delinquent, it must be paid in the form of certified funds.

7. PLACE OF PAYMENTS: TENANT shall make all payments payable to Banone LLC and shall mail such payments to: 3611 S. Lindell Rd. Ste 201, LV, NV 89103 -or- _____ hand deliver such payments to Any Bank of America during normal business hours.

Residential Lease Agreement Rev. 6/07

Page 1 of 7

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[Signature]

Landlord *[Signature]* Tenant *[Signature]*

Property: 5325 Coral Hills St

EN Auction 3611 Lindell Rd. #201 Las Vegas, NV 89103

Phone: (702) 227 - 0222

Fax: (702) 227 - 0075

Eric Nelson

lease

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.zipLogix.com

8. **ADDITIONAL FEES:**

A. **LATE FEES:** In the event TENANT fails to pay rent when due, TENANT shall pay a late fee of \$ 200.00 plus \$ _____ per day for each day after _____ days that the sum was due.

B. **DISHONORED CHECKS:** A charge of \$ 100.00 shall be imposed for each dishonored check made by TENANT to LANDLORD. TENANT agrees to pay all rents, all late fees, all notice fees and all costs to honor a returned check with certified funds. After TENANT has tendered a check which is dishonored, TENANT hereby agrees to pay all remaining payments including rent due under this Agreement by certified funds. Any payments tendered to LANDLORD thereafter, which are not in the form of certified funds, shall be treated as if TENANT failed to make said payment until certified funds are received. LANDLORD presumes that TENANT is aware of the criminal sanctions and penalties for issuance of a check which TENANT knows is drawn upon insufficient funds and which is tendered for the purpose of committing a fraud upon a creditor.

C. **ADDITIONAL RENT:** All late fees and dishonored check charges shall be due when incurred and shall become additional rent. Payments will be applied to charges which become rent in the order accumulated. All unpaid charges or any fees owed by TENANT, including but not limited to notice fees, attorney's fees, repair bills, utility bills, landscape/pool repair and maintenance bills and CIC fines will become additional rent at the beginning of the month after TENANT is billed. TENANT'S failure to pay the full amount for a period may result in the initiation of eviction proceedings. LANDLORD'S acceptance of any late fee or dishonored check fee shall not act as a waiver of any default of TENANT, nor as an extension of the date on which rent is due. LANDLORD reserves the right to exercise any other rights and remedies under this Agreement or as provided by law.

9. **SECURITY DEPOSITS:** Upon execution of this Agreement, TENANT shall deposit with LANDLORD as a Security Deposit the sum stated in paragraph 2. TENANT shall not apply the Security Deposit to, or in lieu of, rent. At any time during the term of this Agreement and upon termination of the tenancy by either party for any reason, the LANDLORD may claim, from the Security Deposit, such amounts due Landlord under this Agreement. Any termination prior to the initial term set forth in paragraph 5, or failure of TENANT to provide proper notice of termination, shall result in TENANT forfeiting the Security Deposit. Pursuant to NRS 118A.242, LANDLORD shall provide TENANT with a written, itemized accounting of the disposition of the Security Deposit within thirty (30) days of termination. TENANT agrees, upon termination of the tenancy, to provide LANDLORD with a forwarding address to prevent a delay in receiving the accounting and any refund.

10. **TRUST ACCOUNTS:** BROKER shall retain all interest earned, if any, on security deposits to offset administration and bookkeeping fees.

11. **EVICTON COSTS:** TENANT shall be charged an administrative fee of \$ 150.00 per eviction attempt to offset the costs of eviction notices and proceedings. TENANT may be charged for service of legal notices and all related fees according to actual costs incurred.

12. **CARDS AND KEYS:** Upon execution of the Agreement, TENANT shall receive the following:

<u>02</u> Door key(s)	_____ Transmitter(s)	_____ Other(s) _____
_____ Mailbox key(s)	_____ Gate Card(s)	_____ Other(s) _____
_____ Laundry Room key(s)	_____ Other(s) _____	

Tenant shall make a key deposit (if any) in the amount set forth in paragraph 2 upon execution of this Agreement. The key deposit shall be refunded within 30 days of Tenant's return of all cards and/or keys to Landlord or Landlord's BROKER.

13. **CONVEYANCES AND USES:** TENANT shall not assign, sublet or transfer TENANT'S interest, nor any part thereof, without prior written consent of LANDLORD. TENANT shall use the Premises for residential purposes only and not for any commercial enterprise or for any purpose which is illegal. TENANT shall not commit waste, cause excessive noise, create a nuisance or disturb others.

14. **OCCUPANTS:** Occupants of the Premises shall be limited to 4 persons and shall be used solely for housing accommodations and for no other purpose. TENANT represents that the following person(s) will live in the Premises:

15. **GUESTS:** The TENANT agrees to pay the sum of \$ _____ per day for each guest remaining on the Premises more than _____ days. Notwithstanding the foregoing, in no event shall any guest remain on the Premises for more than _____ days.

16. **UTILITIES:** LESSEE shall immediately connect all utilities and services of premises upon commencement of lease. LESSEE is to pay when due all utilities and other charges in connection with LESSEE's individual rented premises. Responsibility is described as (T) for Tenant and (O) for Owner:

Electricity <u> t </u>	Trash <u> t </u>	Phone <u> t </u>
Gas <u> t </u>	Sewer <u> t </u>	Association Fees <u> o </u>
Water <u> t </u>	Cable <u> t </u>	Other: _____

- a. TENANT is responsible to connect the following utilities in TENANT'S name: all of the above stated
- b. LANDLORD will maintain the connection of the following utilities in LANDLORD's name and bill TENANT for connection fees and use accordingly: _____
- c. No additional phone or cable lines or outlets shall be obtained for the Premises without the LANDLORD's written consent. In the event of LANDLORD's consent, TENANT shall be responsible for all costs associated with the additional lines or outlets.
- d. If an alarm system exists on the Premises, TENANT shall obtain the services of an alarm services company and shall pay all costs associated therewith.
- e. Other: _____

17. **PEST NOTICE:** TENANT understands that various pest, rodent and insect species (collectively, "pests") exist in Southern Nevada. Pests may include, but are not limited to, scorpions (approximately 23 species, including bark scorpions), spiders (including black widow and brown recluse), bees, snakes, ants, termites, rats, mice and pigeons. The existence of pests may vary by season and location. Within thirty (30) days of occupancy, if the Premises has pests, LANDLORD, at TENANT's request, will arrange for and pay for the initial pest control spraying. TENANT agrees to pay for the monthly pest control spraying fees. The names and numbers of pest control providers are in the yellow pages under "PEST." For more information on pests and pest control providers, TENANT should contact the State of Nevada Division of Agriculture at www.agri.nv.gov.

18. **PETS:** No pet shall be on or about the Premises at any time without written permission of LANDLORD. In the event TENANT wishes to have a pet, TENANT will complete an Application for Pet Approval. Should written permission be granted for occupancy of the designated pet, an additional security deposit in the amount of \$ _____ will be required and paid by TENANT in advance subject to deposit terms and conditions aforementioned. In the event written permission shall be granted, TENANT shall be required to procure and provide to Landlord written evidence that TENANT has obtained such insurance as may be available against property damage to the Premises and liability to third party injury. Each such policy shall name LANDLORD and LANDLORD'S AGENT as additional insureds. A copy of each such policy shall be provided to Landlord or Landlord's BROKER prior to any pets being allowed within the Premises. If TENANT obtains a pet without written permission of LANDLORD, TENANT agrees to pay an immediate fine of \$500. TENANT agrees to indemnify LANDLORD for any and all liability, loss and damages which LANDLORD may suffer as a result of any animal in the Premises, whether or not written permission was granted.

19. **RESTRICTIONS:** TENANT shall not keep or permit to be kept in, on, or about the Premises: waterbeds, boats, campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles except as follows: _____

TENANT shall not conduct nor permit any work on vehicles on the premises.

20. **ALTERATIONS:** TENANT shall make no alterations to the Premises without LANDLORD's written consent. All alterations or improvements made to the Premises, shall, unless otherwise provided by written agreement between parties hereto, become the property of LANDLORD and shall remain upon the Premises and shall constitute a fixture permanently affixed to the Premises. In the event of any alterations, TENANT shall be responsible for restoring the Premises to its original condition if requested by LANDLORD or LANDLORD's BROKER.

21. **DEFAULT:** Failure by TENANT to pay rent, perform any obligation under this Agreement, or comply with any Association Governing Documents (if any), or TENANT's engagement in activity prohibited by this Agreement, or TENANT's failure to comply with any and all applicable laws, shall be considered a default hereunder. Upon default, LANDLORD may, at its option, terminate this tenancy upon giving proper notice. Upon default, LANDLORD shall issue a proper itemized statement to TENANT noting the amount owed by TENANT. LANDLORD may pursue any and all legal and equitable remedies available.

22. **ENFORCEMENT:** Any failure by LANDLORD to enforce the terms of this Agreement shall not constitute a waiver of said terms by LANDLORD. Acceptance of rent due by LANDLORD after any default shall not be construed to waive any right of LANDLORD or affect any notice of termination or eviction.

23. **NOTICE OF INTENT TO VACATE:** TENANT shall provide notice of TENANT's intention to vacate the Premises at the expiration of this Agreement. Such notice shall be in writing and shall be provided to LANDLORD prior to the first day of the last month of the lease term set forth in section 5 of this Agreement. In no event shall notice be less than 30 days prior to the expiration of the term of this Agreement. In the event TENANT fails to provide such notice, TENANT shall be deemed to be holding-over on a month-to-month basis until 30 days after such notice. During a holdover not authorized by LANDLORD, rent shall increase by 50.000 %.

24. **TERMINATION:** Upon termination of the tenancy, TENANT shall surrender and vacate the Premises and shall remove any and all of TENANT'S property. TENANT shall return keys, personal property and Premises to the LANDLORD in good, clean and sanitary condition, normal wear expected. TENANT will allow LANDLORD to inspect the Premises in the TENANT's presence to verify the condition of the Premises.

25. **EMERGENCIES:** The name, address and phone number of the party who will handle maintenance or essential services emergencies on behalf of the LANDLORD is as follows:
Chad Ramos 702-499-4349 / Bryce 531-4646

26. **MAINTENANCE:** TENANT shall keep the Premises in a clean and good condition. TENANT shall immediately report to the LANDLORD any defect or problem pertaining to plumbing, wiring or workmanship on the Premises. TENANT agrees to notify LANDLORD of any water leakage and/or damage within 24 hours of the occurrence. TENANT understands that TENANT may be held responsible for any water and/or mold damage, including the costs of remediation of such damage. TENANT shall be responsible for any MINOR repairs necessary to the Premises up to and including the cost of \$ 200.00. TENANT agrees to pay for all repairs, replacements and maintenance required by TENANT's misconduct or negligence or that of TENANT's family, pets, licensees and guests, including but not limited to any damage done by wind or rain caused by leaving windows open and/or by overflow of water, or stoppage of waste pipes, or any other damage to appliances, carpeting or the building in general. At LANDLORD's option, such charges shall be paid immediately or be regarded as additional rent to be paid no later than the next monthly payment date following such repairs.

a. TENANT shall change filters in the heating and air conditioning systems at least once every month, at TENANT's own expense. LANDLORD shall maintain the heating and air conditioning systems and provide for major repairs. However, any repairs to the heating or cooling system caused by dirty filters due to TENANT neglect will be the responsibility of TENANT.

b. TENANT shall replace all broken glass, regardless of cause of damage, at TENANT's expense.

c. In the case of landscaping and/or a swimming pool being maintained by a contractor, TENANT agrees to cooperate with the landscape and/or pool contractor in a satisfactory manner. LANDLORD provided landscaping maintenance is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain the landscaping and/or shrubs, trees and sprinkler system in good condition. In the event the landscaping is not being maintained by a Contractor, TENANT shall maintain lawns, shrubs and trees. TENANT shall water all lawns, shrubs and trees, mow the lawns on a regular basis, trim the trees and fertilize lawns, shrubs and trees. If TENANT fails to maintain the landscaping in a satisfactory manner, LANDLORD may have the landscaping maintained by a landscaping contractor and charge TENANT with the actual cost. Said costs shall immediately become additional rent.

d. LANDLORD shall be responsible for all major electrical problems that are not caused by TENANT.

e. TENANT ☐ shall ☒ shall not have carpets professionally cleaned upon move out. If cleaned, TENANT shall present LANDLORD or LANDLORD's BROKER with a receipt from a reputable carpet cleaning company.

f. There ☐ (is) ☐ (is not) a pool contractor whose name and phone number are as follows: _____

If there is no such contractor, TENANT agrees to maintain the pool, if any. TENANT agrees to maintain the water level, sweep, clean and keep in good condition. If TENANT fails to maintain the pool in a satisfactory manner, LANDLORD may have the pool maintained by a licensed pool service and charge TENANT with the actual cost. Said costs shall become additional rent.

27. **ACCESS:** TENANT agrees to grant LANDLORD the right to enter the Premises at all reasonable times and for all reasonable purposes including showing to prospective lessees, buyers, appraisers or insurance agents or other business therein and for periodic maintenance reviews as requested by LANDLORD. If TENANT fails to keep scheduled appointments with vendors to make necessary/required repairs, TENANT shall pay for any additional charges incurred which will then become part of the next month's rent and be considered additional rent. TENANT shall not deny LANDLORD his/her rights of reasonable entry to the Premises. LANDLORD shall have the right to enter in case of emergency and other situations as specifically allowed by law. LANDLORD agrees to give TENANT twenty-four (24) hours notification for entry, except in case of emergency.

28. **INVENTORY:** It is agreed that the following inventory is now on said premises. (Check if present; cross out if absent.)

<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Intercom System	<input type="checkbox"/> Spa Equipment	<input type="checkbox"/>
<input checked="" type="checkbox"/> Stove	<input type="checkbox"/> Alarm System	<input type="checkbox"/> Auto Sprinklers	<input type="checkbox"/>
<input type="checkbox"/> Microwave	<input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Auto Garage Openers	<input type="checkbox"/>
<input checked="" type="checkbox"/> Disposal	<input type="checkbox"/> Ceiling Fans	<input type="checkbox"/> BBQ	<input type="checkbox"/>
<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Water Conditioner Equipment	<input type="checkbox"/> Solar Screens	<input type="checkbox"/>
<input type="checkbox"/> Washer	<input checked="" type="checkbox"/> Floor Coverings	<input type="checkbox"/> Pool Equipment	<input type="checkbox"/>
<input type="checkbox"/> Dryer	<input checked="" type="checkbox"/> Window Coverings	<input type="checkbox"/> Other	<input type="checkbox"/>

TENANT assumes responsibility for the care and maintenance thereof.

29. **SMOKE DETECTOR:** The Premises is equipped with a smoke detection device(s). TENANT agrees to test the smoke detector within one (1) hour after execution of this Agreement and to inform LANDLORD or LANDLORD's BROKER immediately if detector(s) is not working properly at any time.

30. **ASSOCIATIONS:** Should the Premises described herein be a part of a common interest community, homeowners association planned unit development, condominium development or such, TENANT hereby agrees to abide by the Governing Documents (INCLUDING Declarations, Bylaws, Articles, Rules and Regulations) of such project and further agrees to be responsible for any fines or penalties levied as a result of failure to do so by himself, his family, licensees or guests. Noncompliance with the Governing Documents shall constitute a violation of this Agreement. Such fines shall be considered as an addition to rent and shall be due along with the next monthly payment of rent. In signing this Agreement, TENANT acknowledges receipt of a copy of the applicable Governing Documents. LANDLORD, at LANDLORD's expense, shall provide TENANT with any additions to such Governing Documents as they become available. LANDLORD may, at its option, with 30 days notice to TENANT, adopt additional reasonable rules and regulations governing use of the Premises and of the common areas (if any).

31. **INSURANCE:** TENANT ☐ (is) ☒ (is not) required to purchase renter's insurance. Landlord and Landlord's BROKER shall be named as an additional insured on any such policy. LANDLORD shall not be liable for any damage or injury to TENANT, or any other person, to any property occurring on the Premises or any part thereof, or in common areas thereof. TENANT agrees to indemnify, defend and hold LANDLORD harmless from any claims for damages. TENANT understands that LANDLORD's insurance does not cover TENANT's personal property. Even if it is not a requirement of this Agreement, TENANT understands that LANDLORD highly recommends that TENANT purchase renter's insurance.

32. ILLEGAL ACTIVITIES PROHIBITED:

a. TENANT is aware of the following: It is a misdemeanor to commit or maintain a public nuisance as defined in NRS 202.450 or to allow any building or boat to be used for a public nuisance. Any person, who willfully refuses to remove such a nuisance when there is a legal duty to do so, is guilty of a misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building, health or safety codes or regulations may be reported to the government entity in our local area such as the code enforcement division of the county/city government or the local health or building departments.

b. TENANT, any member of TENANT's household, a guest or other person under TENANT's control shall not:

- engage in criminal activity, including drug-related criminal activity, on or near the subject leasehold premises, "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of controlled substance (as defined in Section 102 of the Controlled Substances Act, 21 USC §802);
- engage in any act intended to facilitate criminal activity on or near the subject leasehold Premises;
- permit the Premises to be used for or to facilitate criminal activity including drug-related criminal activity regardless of whether the individual engaging in such activity is a member of the household or a guest;

- engage in the use, manufacture, sale or distribution of illegal drugs at any location, whether on or near the subject leasehold Premises or otherwise.
- engage in acts of violence, including, but not limited to the unlawful discharge of firearms on or near the subject leasehold premises.

33. ADDITIONAL RESPONSIBILITIES:

- TENANT may install or replace screens at TENANT's own expense. Solar screen installation requires written permission from LANDLORD. LANDLORD is not responsible for maintaining screens.
- Any BBQ must be at least ten (10) feet away from any structure as required by Clark County Fire Department, and TENANT shall comply with Nevada law.
- The Premises ☒ (have) ☐ (have not) been freshly painted. If freshly painted, TENANT will be responsible for the costs for any holes or excessive dirt or smudges that will require repainting. If not freshly painted, the Premises ☐ (have) ☐ (have not) been touched up.
- TENANT agrees to coordinate transfer of utilities to LANDLORD or LANDLORD'S BROKER within 7 business days of vacating the Premises.
- Locks may be replaced or dead bolts re-keyed at the TENANT'S expense provided TENANT informs LANDLORD and provides LANDLORD with a workable key for each new or changed lock.
- TENANT may conduct a risk assessment or inspection of the Premise for the presence of lead-based paint and/or lead-based paint hazards at the TENANT's expense for a period of ten days after execution of this agreement. If TENANT for any reason fails to conduct such an inspection, then TENANT shall be deemed to have elected to lease the Premises "as is" and to have waived this contingency. If TENANT conducts such an inspection and determines that lead-based paint deficiencies and/or hazards exist, TENANT will notify LANDLORD in writing. LANDLORD will then have ten days to elect to correct such deficiencies and/or hazards or to terminate this agreement. In the event of termination under this paragraph, the security deposit will be refunded to TENANT. (If the property was constructed prior to 1979, refer to the attached Lead-Based Paint Disclosure.)
- TENANT may display the flag of the United States, made of cloth, fabric or paper, from a pole, staff or in a window, and in accordance with 4 USC Chapter 1. LANDLORD may, at its option, with 30 days notice to TENANT, adopt additional reasonable rules and regulations governing the display of the flag of the United States.

- CHANGES MUST BE IN WRITING:** No changes, modifications or amendment of this Agreement shall be valid or binding unless such changes, modifications or amendment are in writing and signed by each party. Such changes shall take effect after thirty days notice to TENANT.
- CONFLICTS BETWEEN LEASE AND ADDENDUM:** In case of conflict between the provisions of an addendum and any other provisions of this Agreement, the provisions of the addendum shall govern.
- ATTORNEY'S FEES:** In the event of any court action, the prevailing party shall be entitled to be awarded against the losing party all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs.
- NEVADA LAW GOVERNS:** This Agreement is executed and intended to be performed in the State of Nevada in the county where the Premises are located and the laws of the State of Nevada shall govern its interpretation and effect.
- WAIVER:** Nothing contained in this Agreement shall be construed as waiving any of the LANDLORD's or TENANT's rights under the laws of the State of Nevada.
- LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640, Eric Nelson is a licensed real estate agent in the State(s) of Nevada, and has the following interest, direct or indirect, in this transaction: Landlord Principal (LANDLORD or TENANT) -OR- family relationship or business interest:

40. **CONFIRMATION OF REPRESENTATION:** The Agents in this transaction are:

Tenant's Broker: _____ Agent's Name: _____
Address: _____
Phone: _____ Fax: _____ Email: _____
License # _____

Landlord's Broker: _____ Agent's Name: _____
Address: _____
Phone: _____ Fax: _____ Email: _____
License # _____

41. **NOTICES:** Unless otherwise required by law, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing and shall be faxed and mailed by certificate of mailing to the following addresses:

BROKER: _____
Address: 3611 S Lindell Road Ste 201, Las Vegas, NV 89103
Phone: (702) 362-3030 Fax: (702) 227-0075 Email: eric@enlvcorp.com

TENANT: Mark Caplan
Address: 5325 Coral Hills Street, North Las Vegas, NV 89081
Phone: _____ Fax: _____ Email: _____

42. **PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held invalid or unenforceable, such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

43. **VIOLATIONS OF PROVISIONS:** A single violation by TENANT of any of the provisions of this Agreement shall be deemed a material breach and shall be cause for termination of this Agreement. Unless otherwise provided by the law, proof of any violation of this Agreement shall not require criminal conviction but shall be by a preponderance of the evidence.

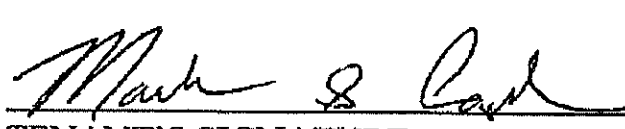
44. **SIGNATURES:** The Agreement is accepted and agreed to jointly and severally. The undersigned have read this Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a copy of this Agreement.

45. **ADDITIONAL TERMS AND CONDITIONS:** Tenant is responsible for all upkeep and maintenance of the home and yard. Any fines received by the Owner from the HOA or City will be passed onto the Tenant.

\$300 a month will be applied to the closing costs at the end of the lease for a total of \$3600 a year, IF AND ONLY IF, the tenant purchases the home from the Owner.



LANDLORD/OWNER OF RECORD
Banone LLC



TENANT'S SIGNATURE
Print Name: Mark Caplan
Phone: 702-327-8627

06/15/2009
DATE

MANAGEMENT COMPANY (BROKER)

By  _____
Authorized AGENT for BROKER 06/15/2009
DATE

TENANT'S SIGNATURE
Print Name: _____
Phone: _____

06/15/2009
DATE

☐ REALTOR®

TENANT'S SIGNATURE
Print Name: _____
Phone: _____

06/15/2009
DATE

EXHIBIT O

Katherine Provost

From: Lynita Nelson [tiggywinkle@cox.net]
Sent: Monday, January 12, 2015 3:11 PM
To: Katherine Provost
Cc: Shari Aidukas
Subject: 3611 S. Lindell Storage Shed contents/tear down



IMG_7056.JPG

EXHIBIT P

Katherine Provost

From: Lynita Nelson [tiggywinkle@cox.net]
Sent: Monday, January 12, 2015 3:10 PM
To: Katherine Provost
Cc: Shari Aidukas
Subject: 3611 S. Lindell Storage shed, County Violations since 2010



IMG_7050.JPG

EXHIBIT Q



EXHIBIT R

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 29, 2014

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

VIA ELECTRONIC MAIL AND
U.S. MAIL

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

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

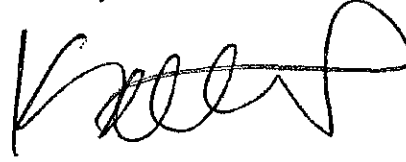
Dear Jeff and Rhonda:

As requested in Jeff's September 19, 2014 letter, a copy of the quarterly accounting for the Banone Properties and Lindell Property is enclosed.

With respect to Jeff's October 24, 2014 demand that Lynita and/or the LSN Trust return any property removed from the shed formerly located on the Lindell Property, please be advised that notification was made on two occasions through Keith Little, Eric's employee, informing that the shed would be removed on September 16, 2014 as it was in violation of County Code and inviting Eric to remove all items contained in the shed. As the owner of the Lindell property it is well within Lynita's right to take such actions. Please be advised that Eric, or someone from his office, removed a metal storage container which was utilized to store files prior to the September 16, 2014 shed removal. Lynita assumes that the documents which related to the Silver Slipper Casino accounting may have been in the metal storage container as the shed contained no such documents. The remaining items contained within the shed, with the exception of two boxes of old auction brochures that were disposed of, remain in an alternate storage location. If Eric desires to obtain the items formerly contained in the shed then Lynita

will prepare an itemized bill for the costs of removal and storage to date, as well as delivery costs, and will have the items delivered to the location of Eric's choosing upon his payment of this bill.

Sincerely,

A handwritten signature in black ink, appearing to read 'Katherine L. Provost', with a stylized, cursive script.

Katherine L. Provost

cc: Lynita Nelson

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TRANS

COPY

FILED
JUL 29 2015
Angela D. Williams
CLERK OF COURT

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ERIC L. NELSON,)	
)	
Plaintiff,)	CASE NO. D-09-411537-D
)	
vs.)	DEPT. 0
)	
LYNITA NELSON,)	(SEALED)
)	
Defendant.)	
_____)	

BEFORE THE HONORABLE FRANK P. SULLIVAN
DISTRICT COURT JUDGE

TRANSCRIPT RE: ALL PENDING MOTIONS

MONDAY, JANUARY 26, 2015

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APPEARANCES:

The Plaintiff:
For the Plaintiff:

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

The Defendant:
For the Defendant:

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

The Trustee:
For the Trustee:

ELN TRUST
JEFFREY P. LUSZECK, ESQ.
9060 W. Cheyenne Ave.
Las Vegas, Nevada 89129
(702) 853-5483

1 LAS VEGAS, NEVADA

MONDAY, JANUARY 26, 2015

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

3 (THE PROCEEDINGS BEGAN AT 14:02:03)

4
5 THE COURT: This is the time set in the matter of
6 the Nelson, Eric Nelson and Lynita Nelson, case number
7 D-411537. We'll get everyone's appearances for the record.
8 We'll start with Counsel, and we'll start --

9 MR. LUSZECK: Jeff Luszeck, on behalf of
10 Distribution Trustee of the ELN Trust.

11 THE COURT: Thank you.

12 MS. FORSBERG: Good afternoon, Your Honor, Rhonda
13 Forsberg, 9557, on behalf on Eric Nelson. And Eric Nelson is
14 present to my right.

15 THE COURT: Good to see you again, Mr. Nelson.

16 MS. PROVOST: Good afternoon --

17 MR. NELSON: Thank you.

18 MS. PROVOST: -- Your Honor. Katherine Provost,
19 8414, and Josef Karacsonyi.

20 MR. KARACSONYI: 10634.

21 MS. PROVOST: On behalf of Lynita Nelson, who is
22 also present. We are anticipating Bob Dickerson to join us at
23 some point.

24 THE COURT: It's good to see you as well Ms. Nelson

1 as well. I have read the motion and the oppositions and the
2 countermotions. I guess first I'll deal with the motion to
3 stay or continue this until the settlement negotiations. I'm
4 not going to grant that. We've been trying to settle this
5 case for seven years or six years. I'm not going to wait to
6 see if hopefully you set it -- settle it at the supreme court
7 settlement conference. I'm hoping. I always keep hope out on
8 that, but I'm not going to wait on that and hold my breath
9 based on the history here.

10 We've tried to get it settled many times without
11 success. It doesn't mean that I'm being negative. It just
12 means that I'm not going to put that in advance. I intend to
13 go forward and let that court do what they need to do and us
14 to what we need to do. And -- but the delay would not be fair
15 to Ms. Nelson. We've been waiting these -- for years on that.
16 And the supreme court can do whatever they need to do. And
17 hopefully that may get people to settle and that can resolve
18 some of the issues we do here today.

19 So I am going to deny the motion to continue this
20 hearing until after the settlement conference as I -- again, I
21 think, we need to move forward in this case and the supreme
22 court, whatever they end up doing. We'll just deal with it at
23 that point as appropriately, because that could be another --
24 how long would that -- could be done. If he has a settlement

1 conference, I imagine you won't get an argument for several
2 months. I'm not sure what the push down supreme court --
3 appellate court if this is one kind of thing that would be
4 pushed down. But either way, it would be months before you
5 get it for argument and months for a decision on that. So I
6 don't think that continuing it would be fair to -- to Ms.
7 Nelson at this time. So I'm going to deny the request to
8 continue this matter pending the outcome of this settlement
9 conference.

10 Anything else I need to address as preliminary
11 before we get into it? That was the one thing I want to
12 address because I read your motion to continue put it on an
13 order shortening time so it could be heard with this one.

14 At this time, let me kind of tell you guys kind of
15 what I see the issues are and where I'm at. And then I have
16 read the motions. I'm very familiar with this case and what's
17 going on. I do have some concerns with this case to be quite
18 honest with you, because I think throughout these proceedings
19 it's always been Ms. Nelson trying to chase down her assets or
20 what the Court determined to be her assets.

21 But it always seems like she's always the one trying
22 to chase down things with Mr. Nelson kind of being in charge
23 to managing and controlling the properties. So I have concern
24 about that, because I think she's always chasing her money so

1 to speak. So I do have some concerns about that. It was one
2 reason I denied the request to continue.

3 The issues, I think they're pretty clear forward. I
4 know -- let me see what I see the issues are and then people
5 can say if I missed anything. And then we can issue my issue
6 if we have to. I see the request is -- for the LSN to get a
7 \$500 refund from the Concord Village security deposit that
8 allegedly the security deposit was returned.

9 J.B. Ramos note to request the J.B. Ramos note of
10 \$78,000, the Farmouth (ph) Circle note of about \$8,816.55.
11 The Rosewood Avenue payment in the amount of about \$63,000.
12 The Banone net profits of about 96,991.80. The Heather Ridge,
13 about 28,800. And again, we'll go through each one. I want
14 to make sure I didn't miss anything so we could -- the Rusty
15 Ridge, about 2,700 for rent for the three months that we'll
16 talk about. The Lindell, asking for payments of rent for the
17 Lindell property 41,843.89.

18 The rents for the May 6th through December -- May
19 6th, 2009 the time the divorce decree was -- petition was
20 filed to December 31st, 2009. And then an additional \$80,000
21 in the rental. Based on rental from May 6th, 2009 through
22 June 30th, 2013 and then an additional \$48,000 for Lindell
23 rent from January 1st, 2013 through the end of October 30th,
24 2014 plus ongoing rent of about \$3,200. The gate -- the gate

1 that was put to block access to -- to second floor, the
2 removal of the gate \$375.

3 The Russell Road, about 26,694.40. And then the
4 Arnold property, about rent of \$1,037.72 plus the rent for the
5 May 6th, 2009 through the decree of June 3rd, 2013, and a
6 Mississippi RV park with request for proceeds on that from any
7 rental income from May 6th, 2009 through December 31st, 2014.
8 And then a lot of information if there was actual money being
9 -- of that of 4 -- out there it was computed at \$4,000 a
10 month. So about 784,759.36 and I know there was an issue
11 about offsets for health insurance. And we've talked about
12 that.

13 I missed any big issues so we can kind of go through
14 it because there was a lot of issues and I want to kind of get
15 them focused so we can go see which ones are disputed and
16 which ones aren't so we can deal with those.

17 Did I miss anything? I -- I know we did talk about
18 the offsets for the medical coverage and stuff that we're
19 going to deal with, but I was just looking kind of at the
20 properties at this time.

21 MS. PROVOST: As long as Your Honor covers the
22 assignments and the deeds as part of those discussions.

23 THE COURT: Yeah, I thought --

24 MS. PROVOST: And I think the only other thing

1 that's outstanding is the attorney's fees from the June 16th,
2 2014 contempt proceeding --

3 THE COURT: Okay. Yeah, that --

4 MS. PROVOST: -- that was promised in an order. And
5 that order has not come.

6 THE COURT: Yeah, I got --

7 MS. PROVOST: So it needs to be addressed.

8 THE COURT: That was the attorney's fees for the
9 contempt proceeding.

10 MS. PROVOST: And I believe that covers all of the
11 issues that were raised here in motions.

12 THE COURT: And then the request for the quitclaim
13 deeds and any assignments?

14 MS. PROVOST: Yes.

15 THE COURT: Okay. I guess the best way is probably
16 go through item by item and state the positions. Is that the
17 quickest way to get through or what do you want to do on that?
18 I mean --

19 MR. LUSZECK: I think that's probably --

20 THE COURT: Is that the -- probably the easiest way?

21 MR. LUSZECK: -- the best way.

22 MS. PROVOST: Yeah, it's probably the cleanest way.

23 THE COURT: As far as the Concord Village security
24 deposit and my understanding of the basis of -- for that was

1 that -- let me find -- I wrote my notes down on that. What is
2 that, there was a refund for that Concord about \$500 to the --
3 when they left the property, there was some concerns about
4 some damages to the property or repairs on that. But I
5 believe they asked for their \$500 which was the security
6 deposit that was returned when they vacated the property.

7 Do you have a position on the \$500 if they did
8 receive it or didn't receive it? That was the issue. It was
9 -- that it was refunded as a security deposit and she should
10 get that as part of her property on that for the return on
11 that. She had -- there was some repairs about 14,679. I'm
12 not sure that the repairs I might want to get into at this
13 time, because I don't know if it was --

14 MR. LUSZECK: Yeah.

15 THE COURT: -- destruction or something. They can
16 always sue the tenant if the tenant did destroy it. I'm more
17 worried about any money from that Banone property which I
18 believe Concord was a Banone property if I believe.

19 MR. LUSZECK: Yeah, my -- do you mind if I sit or do
20 you want me to --

21 THE COURT: No, everybody can --

22 MR. LUSZECK: Okay. Just because this is --

23 THE COURT: We got so many issues. You can --

24 MR. LUSZECK: -- going to be so many issues.

1 THE COURT: Everybody can remain --

2 MS. PROVOST: We're going to be --

3 MR. LUSZECK: It's going to be easier just kind
4 of --

5 MS. PROVOST: We're going to be whack-a-mole up
6 down, up down, by the way.

7 THE COURT: And everybody can remain --

8 MR. LUSZECK: So --

9 THE COURT: -- sitting down. This will take some
10 time.

11 MR. LUSZECK: Not intend to be a sign of disrespect.

12 THE COURT: Sure.

13 MR. LUSZECK: ELN Trust position is it did receive
14 the \$500. However, the reason why -- sorry, did return the
15 \$500. And the reason why it returned the \$500 was so that it
16 could receive the keys back from the tent. I understand
17 there's issues that the house was in a state of disrepair and
18 that there was, you know, \$14,000 reportedly spent to repair
19 the property.

20 That being said, these properties were never
21 pristine properties anyways, Your Honor. All of them have
22 issues. They're lower income housing. And I think it was a
23 judgment call. There would have been a greater risk that they
24 would have damaged the property perhaps more or not return the

1 keys had the \$500 not been returned. For that reason, the ELN
2 Trust does not believe it's liable to pay the LSN Trust \$500
3 for that.

4 THE COURT: I think they should get the \$500. That
5 was their property. It was awarded to them. They got the
6 deposit. I'm not -- I agree with you with the 14,679. I
7 don't know what happened. I don't have enough information to
8 determine if that was, you know, damaged by someone or if the
9 trust failed the responsibility to maintain property. But
10 right now I think the \$500 deposit, it's her property that she
11 should get the \$500 deposit since she got it.

12 So I'm inclined to give the \$500 at least for the
13 deposit since they did get the security deposit back and it
14 was her property. I believe according to this Court depending
15 on what happens with the supreme court of course. But -- so
16 I'm inclined to give her the \$500 to give to the LSN for the
17 \$500. And again, we get through all this and we'll summarize
18 stuff on that and make specific findings as needed.

19 MR. LUSZECK: I guess before we dive into the issues
20 more, are we going to get into the issue of stay at all? My
21 understanding was from your order from the September 22nd,
22 2014 hearing that you specifically stated the Court further
23 finds that although it could be argued that the orders entered
24 by the Nevada Supreme Court permit the Court to distribute all

1 properties in accordance with the decree of divorce entered
2 June 3rd, 2013. The Court is not inclined to dissolve or
3 modify any injunctions previously issued by the Court at this
4 time except as otherwise specifically set forth below.

5 Further in the order, Your Honor, you went ahead and
6 made a distribution of the amount of \$324,000 for a lump sum
7 alimony from the approximately million dollars, \$1,000,068 --
8 or \$68,000 previous enjoined by the Bank of Nevada. Our
9 position and understanding all along has been other than those
10 issues, everything else has been stayed.

11 THE COURT: Okay.

12 MR. KARACSONYI: Can I address?

13 THE COURT: Sure.

14 MR. KARACSONYI: Okay. On the -- when -- when that
15 order came out, you -- your indication was that you weren't
16 going to actually prevent any of the property being
17 transferred from -- to Lynita, that they would have the
18 opportunity to manage the property all along. And then at
19 that point you were going to transfer the property to Lynita
20 and then we had said we'll give them the accountings. And we
21 put that in the order that she would do quarterly accountings.

22 You also rather than -- they -- they never offered
23 first of all to -- to post a supersedeas bond, but rather than
24 having them post the bond, you -- you indicated that she would

Katherine Provost

From: Lynita Nelson [tiggywinkle@cox.net]
Sent: Monday, January 12, 2015 10:21 PM
To: Katherine Provost
Cc: Shari Aidukas
Subject: 5113 Churchill Roof



Katherine Provost

From: Lynita Nelson [tiggywinkle@cox.net]
Sent: Monday, January 12, 2015 10:20 PM
To: Katherine Provost
Cc: Shari Aidukas
Subject: 5113 Churchill Roof



EXHIBIT J

APN: 139-08-512-015

When recorded, return to:

Lynita Nelson
c/o Dickerson Law Group
1745 Village Center Circle
Las Vegas, Nevada 89134

Mail tax bills to:

Lynita Nelson
3316 Chesterbrook Court
Las Vegas, Nevada 89135

ASSIGNMENT OF NOTE AND DEED OF TRUST

The undersigned, ERIC L. NELSON, as Manager of Banone, LLC, a Nevada limited liability company, as Beneficiary ("Assignee"), for value received, hereby grants, conveys, assigns and transfers to the LSN NEVADA TRUST, LYNITA NELSON as Investment Trustee ("Assignee"), all beneficial interest under the Deed of Trust dated the 2nd day of January, 2012, between Wendell D. and Laurretta G. McGowan, whose address is 2209 Farmouth Circle, North Las Vegas, NV 89032, as Trustors; Nations Title Company of Nevada, a Nevada Corporation, whose address is 3036 East Russell Road, Las Vegas, NV 89120, as Trustee; and Banone, LLC, a Nevada limited liability company, whose address is 3611 S. Lindell Rd, Ste 201, Las Vegas, NV 89103, Assignor herein, as Beneficiary, recorded on January 23, 2012, under Recording No. 201201230000117, records of Clark County, Nevada, together with the promissory note(s) therein described, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of trust.

Assignor warrants that, as of the date of this Assignment, the Note and Deed of Trust described herein satisfy the requirements of the agreement between Assignor and Assignee, dated January 1, 2012, and that all warranties regarding notes and deeds of trust set forth in said agreement are true and correct with respect to the Note and Deed of Trust referred to herein.

Assignor will indemnify and hold Assignee harmless from any claims, loss or expense resulting from a breach of any of these warranties.

Assignee is not assuming any obligations or liabilities to the maker under the Note or Deed of Trust described herein and shall not hereafter be deemed to have assumed

any such obligations or liabilities except that Assignee agrees that, at such time as the maker has fully paid and performed all obligations set forth in the Note and Deed of Trust described herein, Assignee will deliver to the maker a full reconveyance under the Deed of Trust.

Assignor hereby covenants that the following sums are presently due and owing under the Note and Deed of Trust assigned hereunder: \$88,166.00, as of January __, 2015.

Dated this ____ of January, 2015.

BANONE, LLC, a Nevada Limited
Liability Company

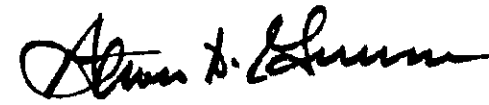
ERIC L. NELSON, Manager

STATE OF NEVADA)
) SS:
COUNTY OF CLARK)

On this ____ day of January, 2015, before me, the undersigned, a Notary Public in and for said County and State, ERIC L. NELSON personally appeared, known to me to be the person whose name is subscribed to the above instrument, and he acknowledged to me that he executed the same freely and voluntarily and for the uses and purpose therein mentioned.

Notary Public in and for the
said County and State.

EXHIBIT K



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 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,

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

25 ORDER FROM JULY 22, 2013 HEARING
26 ON LYNITA NELSON'S MOTION TO AMEND OR ALTER JUDGMENT,
27 FOR DECLARATORY AND RELATED RELIEF

27 This matter coming on for hearing on this 22nd day of July, 2013 before the
28 Honorable Frank P. Sullivan, on Lynita Nelson ("Lynita")'s Motion to Amend or Alter

1 Judgment, for Declaratory and Related Relief filed June 17, 2013, the Opposition to
2 Motion filed by the Eric L. Nelson Nevada Trust dated May 30, 2011 ("ELN Trust")
3 on July 5, 2013, the Joinder to Opposition filed by Eric Nelson ("Eric") on July 8,
4 2013, and Lynita Nelson's Reply to Opposition filed July 11, 2013; Robert P.
5 Dickerson, Esq., and Katherine L. Provost, Esq., of the Dickerson Law Group,
6 appearing on behalf of Defendant, Lynita Nelson, and Defendant being present;
7 Rhonda K. Forsberg, Esq., of Rhonda K. Forsberg, Chtd., appearing on behalf of
8 Plaintiff, Eric Nelson, and Plaintiff being present; and Mark P. Solomon, Esq., and
9 Jeffrey P. Luszeck, Esq., of Solomon, Dwiggins & Freer, Ltd., appearing on behalf of
10 Third-Party Defendant, Nola Harber, Distribution Trustee¹ of the Eric L. Nelson
11 Nevada Trust. The Court having reviewed and analyzed the pleadings and papers on
12 file herein, having researched the issues presently before the Court, and having heard
13 the arguments of counsel and the parties, and good cause appearing therefore,

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

19 THE COURT FURTHER FINDS that the ELN Trust has no objection to
20 Lynita's request for the execution of two (2) Corrected Quitclaim Deeds concerning the
21 Mississippi Properties awarded to the LSN Nevada Trust by the Court's June 3, 2013
22 Decree of Divorce as set forth in Lynita's Motion. As such, the Court will grant the
23 requested relief and Eric Nelson, as Investment Trustee of the ELN Trust, shall execute
24 the two (2) Corrected Quitclaim Deeds referenced above by 5:00 p.m. on Friday, July
25 26, 2013.

26 ...

27
28 ¹There remains a pending dispute before the Nevada Supreme Court in Case 63432 and Case
63545 regarding Nola Harber's standing as Distribution Trustee for the Eric L. Nelson Nevada Trust.

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

15 THE COURT FURTHER FINDS that Lynita tendered thirteen (13) Quitclaim
16 Deeds for Banone, LLC properties located in Clark County, Nevada and one (1)
17 Quitclaim Deed for the property located at 3611 S. Lindell Road, Las Vegas, Nevada
18 to counsel for Nola Harber, Distribution Trustee² of the Eric L. Nelson Nevada Trust.
19 in open court during today's proceedings.

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

27 ²There remains a pending dispute before the Nevada Supreme Court in Case 63432 and Case
28 63545 regarding Nola Harber's standing as Distribution Trustee for the Eric L. Nelson Nevada Trust.

1 Wednesday, July 31, 2013 absent the entry of a stay of this transfer by the Nevada
2 Supreme Court.

3 THE COURT FURTHER FINDS that having listened to the arguments of
4 counsel concerning the sale of two (2) Banone, LLC properties, which was completed
5 by Banone, LLC through Eric Nelson, Manager, during the course of the divorce
6 proceedings, including the ELN Trust's proposal that Lynita receive, and Banone, LLC
7 transfer, the Promissory Note and Deed of Trust securing the property located at 2209
8 Farmouth Circle to the LSN Trust to resolve the issue concerning said property as set
9 forth in Lynita's Motion, and Eric's representation that the \$88,166 Promissory Note
10 and associated Deed of Trust is a performing note with monthly interest only payments
11 required to be made by the borrower at 8% interest and the full balance of the Note
12 due in December 2015, the Court will require the transfer of the Promissory Note and
13 Deed of Trust securing the property located at 2209 Farmouth Circle to the LSN Trust.
14 Additionally, the Court will require a one (1) time cash payment of \$63,000 from Eric
15 Nelson to Lynita as compensation for the sale of the Banone, LLC property located at
16 5704 Roseridge Avenue on or before 5:00 p.m. on July 31, 2013 absent the entry of a
17 stay of this transfer by the Nevada Supreme Court.

18 THE COURT FURTHER FINDS that having listened to the arguments of
19 counsel concerning the Wyoming Downs property discussed in Lynita's Motion and
20 the June 3, 2013 Decree, that it does not have sufficient information to make a
21 determination at this time as to the characterization or disposition of this asset. The
22 Court is not inclined to divide this asset 50/50 between the parties without additional
23 information which can only be obtained by holding an evidentiary proceeding. At the
24 same time the Court does not desire to prolong the resolution of this divorce action
25 including either party's ability to appeal the decision of this Court. To move the case
26 forward, the Court will consider the June 3, 2013 Decree of Divorce as a final judgment
27 in this action and will treat the unresolved issues concerning Wyoming Downs/Dynasty
28 ...

1 Development Management, LLC as an omitted asset pursuant to Amie v. Amie, 106
2 Nev. 541, 796 P.2d. 233 (1990), addressing the same in a post-judgment action.

3 NOW, THEREFORE,

4 IT IS HEREBY ORDERED, ADJUDGED, and DECREED that, there being no
5 objection to the request made by Lynita Nelson, pursuant to the June 3, 2013 Decree
6 of Divorce, the following Mississippi properties shall remain in or be transferred into
7 the ERIC L. NELSON NEVADA TRUST u/a/d 5/30/01:

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

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

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

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

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

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

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

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

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

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

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

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

26 ...

27 ...

28 ...

1 (10)³ Parcel ID 164F-0-18-003.000 - Part of the NE 1/4 of SE 1/4 Section 18,
2 Township 9 South, Range 14 West

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

5 (12)⁵ Parcel ID 164F-0-18-003.002 - Part of the SE 1/4-SE 1/4, Section 18,
6 Township 9 South, Range 14 West

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

⁴ Title to this property is held in the name of Grotta Financial Partnership, an entity in which
the LSN Trust holds a 16.67% interest.

⁵ Title to this property is held in the name of Grotta Financial Partnership, an entity in which
the LSN Trust holds a 16.67% interest.

- 1 (28) Parcel ID 164K-0-20-030.000 - Lots 1-16, Block 105, Gulfview Subdivision
- 2 (29) Parcel ID 164K-0-20-031.000 - Part of Lots 11 & 12, Block 112 Gulfview
- 3 Subdivision and part of abandoned Ladner Street
- 4 (30) Parcel ID 164K-0-20-032.000 - Part of Lots 12 & 13, (74'x150') Block 11,
- 5 Gulfview Subdivision
- 6 (31) Parcel ID 164K-0-20-033.000 - All of Lot 14 , Part of Lots 10-12 & Part of
- 7 Auston Street, Block 112, Gulfview Subdivision
- 8 (32) Parcel ID 164K-0-20-034.000 - Part of Lots 10 & 11, Block 112 Gulfview
- 9 Subdivision
- 10 (33) Parcel ID 1 64K-0-20-035.000 - Part of Lots 1, 2, 13-16, Block 112,
- 11 Gulfview Subdivision
- 12 (34) Parcel ID 164K-0-20-037.000 - Lots 1-14, Block 106, Gulfview Subdivision
- 13 (35) Parcel ID 164K-0-20-038.000 - Part of Lots 3-6, All of 7-11, Part of 12-15,
- 14 Block 111 , Gulfview Subdivision
- 15 (36) Parcel ID 164K-0-20-041.000 - Part of Lots 1-5 & 15-16, Block 111,
- 16 Gulfview Subdivision
- 17 (37) Parcel ID 164K-0-20-042.000 - All of Block 113, Gulfview Subdivision
- 18 (38) Parcel ID 164K-0-20-044.000 - Part of Block 110, Gulfview Subdivision
- 19 (39) Parcel ID 164K-0-20-046.000 - All of Block 107, Gulfview Subdivision
- 20 (40) Parcel ID 164K-0-20-047.000 - All of Block 108, Gulfview Subdivision
- 21 (41) Parcel ID 164K-0-20-048.000 - All of Block 109, Gulfview Subdivision
- 22 (42) Parcel ID 164K-0-20-049.000 - Lots 1-16, Block 115, Gulfview Subdivision
- 23 (43) Parcel ID 164L-0-19-052.000 - Lot 9, Block 61, Gulfview Subdivision
- 24 (44) Parcel ID 164L-0-19-053.000 - All of Block 61 except Lot 9, Gulfview
- 25 Subdivision
- 26 (45) Parcel ID 164L-0-19-064.000 - Lots 1 -4 & 13-16, Block 70, Gulfview
- 27 Subdivision
- 28 (46) Parcel ID 164L-0-19-080.001 - Lots 15 & 16, Block 83, Gulfview
- Subdivision & part of abandoned Michigan Street
- (47) Parcel ID 1640-0-17-053.000 - Block 40-A, 4 & 5, Chalona Beach AA-17
- (48) Parcel ID 164K-0-20-023.000 - Lots 9-12, Block 104, Gulfview Subdivision
- (49) Parcel ID 164K-0-20-023.001 - Part of Block 104, Gulfview Subdivision
- (50) Parcel ID 164P-0-19-059.000 - Lots 9-12 Block 82, Gulfview Subdivision

Katherine Provost

From: Lynita Nelson [tiggywinkle@cox.net]
Sent: Monday, January 12, 2015 3:14 PM
To: Katherine Provost
Cc: Shari Aidukas
Subject: 6301 Cambria Broken Door jam/Stucco Damage



IMG_7169.JPG

Katherine Provost

From: Lynita Nelson [tiggywinkle@cox.net]
Sent: Monday, January 12, 2015 10:17 PM
To: Katherine Provost
Cc: Shari Aidukas
Subject: Cambria



Katherine Provost

From: Lynita Nelson [tiggywinkle@cox.net]
Sent: Monday, January 12, 2015 3:21 PM
To: Katherine Provost
Cc: Shari Aidukas
Subject: 6301 Cambria Carpet, broken door



IMG_7195.JPG

Katherine Provost

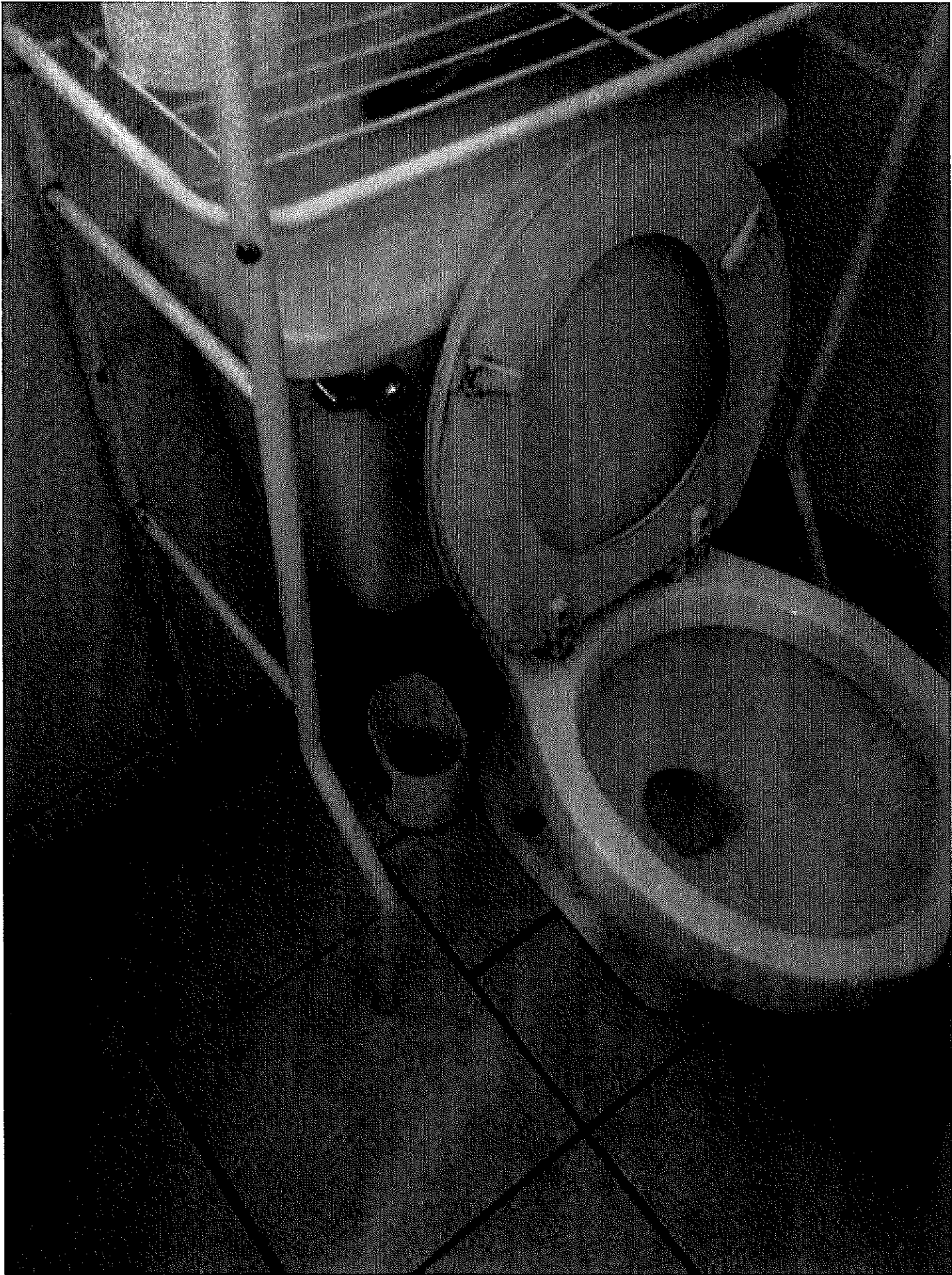
From: Lynita Nelson [tiggywinkle@cox.net]
Sent: Monday, January 12, 2015 2:51 PM
To: Katherine Provost
Cc: Shari Aidukas
Subject: 6301 Cambria Broken Bathroom mirror



IMG_6769.JPG

Katherine Provost

From: Lynita Nelson [tiggywinkle@cox.net]
Sent: Monday, January 12, 2015 2:56 PM
To: Katherine Provost
Cc: Shari Aidukas
Subject: 6301 Cambria Leaking tank, broken seat



IMG_6771.JPG

Katherine Provost

From: Lynita Nelson [tiggywinkle@cox.net]
Sent: Monday, January 12, 2015 3:16 PM
To: Katherine Provost
Cc: Shari Aidukas
Subject: 6301 Cambria Side Fence Propped up/balancing



IMG_7179.JPG

D-09-411537-D

Courtroom 05
Sullivan, Frank P.

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

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

Canceled: September 17, 2013 10:00 AM Motion

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

PRINT DATE:	08/06/2013	Page 3 of 3	Minutes Date:	August 01, 2013
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EXHIBIT I

Katherine Provost

From: Lynita Nelson [tiggywinkle@cox.net]
Sent: Monday, January 12, 2015 2:59 PM
To: Katherine Provost
Cc: Shari Aidukas
Subject: 6213 Anaconda In-completed bathroom/leaking sink/mold



IMG_6855.JPG

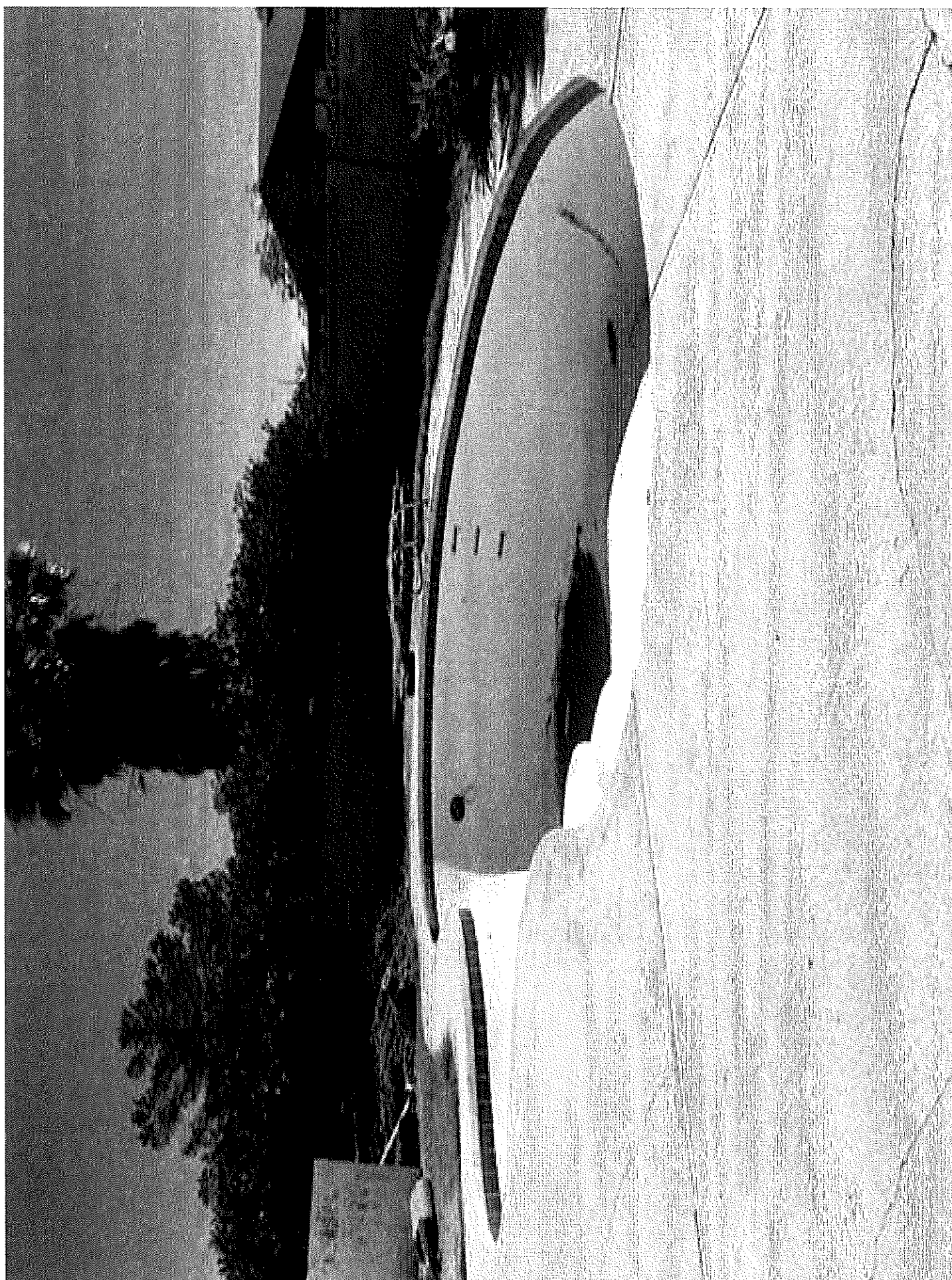
Katherine Provost

From: Lynita Nelson [tiggywinkle@cox.net]
Sent: Monday, January 12, 2015 10:18 PM
To: Katherine Provost
Cc: Shari Aidukas
Subject: 6213 Anaconda



Katherine Provost

From: Lynita Nelson [tiggywinkle@cox.net]
Sent: Monday, January 12, 2015 10:14 PM
To: Katherine Provost
Cc: Shari Aidukas
Subject: 6213 Anaconda empty pool unfenced/toddler/baby lives in home



Katherine Provost

From: Lynita Nelson [tiggywinkle@cox.net]
Sent: Monday, January 12, 2015 3:17 PM
To: Katherine Provost
Cc: Shari Aidukas
Subject: 6301 Cambria Damaged Entry Wall



IMG_7188.JPG

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 10:46 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

Consolidated With:

Supreme Court Case No. 68292

**RECORD ON APPEAL
VOLUME 25**

MARK A. SOLOMON, ESQ.

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

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December 8, 2014

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Solomon, Dwigins, Freer & Morse, Ltd.
9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129
jluszeck@sdfnlaw.com

VIA HAND DELIVERY

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

COPY - EMAIL AND US MAIL

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

Dear Jeff:

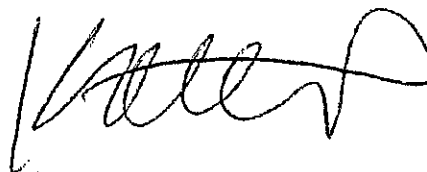
As I believe you are aware, on November 16, 2014, Eric mailed directly to Lynita a check in the amount of \$450.00 which he received from The McGarrh Agency for the October 2014 rental income attributable to the property located at 830 Arnold Avenue, Greenville, Mississippi. This check is payable to the Nelson, Eric Nevada Trust. With this check Eric included a handwritten memo stating "Lynita You need to Call to Remove Me! If I Need To Sign Anything Let Me Know". Enclosed with this letter is a copy of Eric's memo and the original \$450.00 check which will either need to be endorsed by Eric so that Lynita may deposit the same, or cashed by Eric, with a subsequent check being issued from Eric to Lynita in this amount.

Lynita's Mississippi counsel, Je'Nell Blum, Esq., has contacted The McGarrh Agency who indicated that a letter would suffice to transfer future payments to Ms. Nelson. However, as such a letter would not place Lynita in privity with the Agency, counsel has recommended that an Assignment of Rent Collection Agreement also be executed. I enclose for your review and Mr. Nelson's signature, a proposed letter and Assignment as indicated. Kindly have the enclosed documents executed by Eric and returned to this office as soon as possible.

Finally, on October 29, 2014 I sent you a letter addressing the property removed from the shed formerly located on the Lindell Property which had been placed into storage by Lynita. In that letter I invited Eric to make arrangements to obtain those items from Lynita upon payment of the costs of removal and storage to date. More than 30 days have passed since this invitation. Please be advised that it is Lynita's intention to dispose of these items at the earliest possible date following our January hearing on her Motion to Enforce June 3, 2013 Decree. Therefore, should Eric desire to obtain his property, please contact me to make the necessary arrangements.

I thank you for attention to these matters.

Sincerely,

A handwritten signature in black ink, appearing to read 'Katherine L. Provost', with a stylized, cursive script.

Katherine L. Provost

cc: Lynita Nelson

065906

<u>PROPERTY</u>	<u>DISTRIBUTION ACCOUNT & DESCRIPTION</u>	<u>REFERENCE</u>	<u>AMOUNT</u>
830 Arnold	3010 Owner Check - 10/31/2014		\$450.00
Nelson, Eric Nevada Trust		Check Date	10/31/2014
Owner Check - 10/31/2014		Check Total	\$450.00

THE McGARRH AGENCY, INC.

9402

065906

THE McGARRH AGENCY, INC.

527 HWY 82 EAST PH. 662-335-4592
GREENVILLE, MS 38701

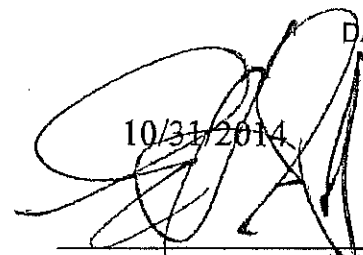
PLANTERS BANK
& TRUST COMPANY
Member FDIC
Greenville, Mississippi
85-570/842

*** Four Hundred Fifty Dollars And Zero Cents ***

PAY

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

TO THE
ORDER
OF:

DATE
10/31/2014


AMOUNT

\$450.00

AUTHORIZED SIGNATURE

Owner Check - 10/31/2014

⑈065906⑈ ⑆084205708⑆ ⑈4701001685⑈

Intermediate Property Statement

The McGarrh Agency, Inc.

Nelson, Eric Nevada Trust

October 2014

Account	Description	Amount	YTD Amount
	Beginning Cash Balance	\$0.00	
Operating Income			
4000	Rent/Lease Income	\$500.00	\$5,000.00
	Total Operating Income	\$500.00	\$5,000.00
Operating Expenses			
6310	Management Fees	\$50.00	\$500.00
	Total Operating Expenses	\$50.00	\$500.00
Non-Operating Income			
	Total Non-Operating Income	\$0.00	\$0.00
Non-Operating Expenses			
	Total Non-Operating Expenses	\$0.00	\$0.00
Other Cash Adjustments			
	Total Other Cash Adjustments	\$0.00	\$0.00
	Net Income	\$450.00	
	Plus (Minus) Owner Contribution	\$0.00	
	Less Disbursements to Owner	\$0.00	
	Other Cash Adjustments	\$0.00	
	Ending Cash Balance	\$450.00	

December ____, 2014

Eston H. McGarrh, Jr.
The McGarrh Agency, Inc.
527 Highway 82 East
Greenville, Mississippi 38701

Re: 830 Arnold, Greenville, MS

Dear Mr. McGarrh,

As you know, the Eric Nelson Nevada Trust entered a Rent Collection Agreement with you dated the 20th of March, 2009 (the "Agreement"), for the property commonly known as 830 Arnold, Greenville, Mississippi (the "Property"). Pursuant to the Agreement, you have served as manager of the Property, including collecting the rent and remitting the proceeds thereof, less the deductions per the Agreement, to the Eric Nelson Nevada Trust.

The Property is owned by the LSN Nevada Trust, a trust controlled by Lynita Nelson as trustee. As such, I have enclosed an Assignment of Rent Collection Agreement, which Lynita and I have signed, and request that you disburse all rental proceeds from this date forward, and any proceeds which as of this date have been collected but not remitted to the Eric Nelson Nevada Trust, to the LSN Nevada Trust at 3316 Chesterbrook Court Las Vegas, Nevada 89135. Further, you are hereby authorized to release to Lynita Nelson, as trustee of the LSN Nevada Trust, any and all accountings, records, reports, invoices, and any other documents pertaining to the Property since March 20, 2009.

Should you have any questions, you may reach Lynita's Nevada counsel, Katherine Provost, at 702-388-8600, or her Mississippi counsel, Je'Nell Blum, at 228-868-1111.

Sincerely,

Eric Nelson, Trustee
Eric Nelson Nevada Trust

ASSIGNMENT OF RENT COLLECTION AGREEMENT

THIS ASSIGNMENT OF RENT COLLECTION AGREEMENT (this "Assignment") is made and entered into effective as of the ____ day of December, 2014, by and between the ERIC NELSON NEVADA TRUST, the Assignor herein ("Assignor"), and the LSN NEVADA TRUST, the Assignee herein ("Assignee").

WITNESSETH:

WHEREAS, on or about March 20, 2009, the Assignor entered into that certain Rent Collection Agreement (the "Agreement") with The McGarrh Agency, Inc. (herein "Agent"), for the purpose of Agent's management of the property commonly known as 830 Arnold, Greenville, Mississippi (the "Property"); and

WHEREAS, although the Agreement, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A," was between the Assignor and the Agent, the Assignee is the owner of the Property, and as a result, Assignor intends to assign its rights in and to the Agreement to Assignee.

NOW, THEREFORE, in consideration of the agreements contained herein, the parties hereby agree as follows:

1. Assignment of Agreement. The Eric Nelson Nevada Trust, current party to the Agreement, does hereby assign and transfer unto the LSN Nevada Trust all of its rights, title and interest in and to the Agreement, including the right to receive all future rental collection, and all past rental collection which has not been remitted to the Eric Nelson Nevada Trust as of the date hereof, less the funds to be retained by Agent pursuant to the Agreement.

2. Assumption. The LSN Nevada Trust hereby assumes the obligations and responsibilities of the Eric Nelson Nevada Trust for the remaining term of the Agreement, which terminates on May 31, 2015, but will automatically renew unless notice of termination is provided to Agent in accordance with the terms of the Agreement.

3. Representations of Assignor. Eric Nelson, Trustee of the Eric Nelson Nevada Trust, hereby covenants and warrants to the LSN Nevada Trust that he has the full right to assign the Eric Nelson Nevada Trust's interest in the Agreement.

4. Representations of Assignee. Lynita Nelson, Trustee of the LSN Nevada Trust, hereby covenants and warrants to the Eric Nelson Nevada Trust that she has the full right to assume all rights and obligations of the Eric Nelson Nevada Trust under the Agreement.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. If any clause or provision herein contained operates or would prospectively operate to invalidate any provision of this Assignment, in whole or in part, then such clause or provision only shall be stricken herefrom

and held for naught, as though not herein contained, and the remainder of this Assignment shall remain operative and in full force and effect.

6. Governing Laws. This Assignment shall be governed by and construed and interpreted under the laws of the State of Mississippi.

7. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Non-Waiver. This Assignment does not affect or waive any rights or obligations related to the Property by and between Assignee and Assignor.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed effective as of the day and year first above written.

WITNESSES:

ASSIGNOR:

Eric Nelson, Trustee of the
Eric Nelson Nevada Trust

ASSIGNEE:

By:

Lynita Nelson, Trustee of the
LSN Nevada Trust

EXHIBIT H

D-09-411537-D

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

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

August 01, 2013 4:00 PM All Pending Motions

HEARD BY: Sullivan, Frank P.**COURTROOM:** Courtroom 05**COURT CLERK:** Helen Green**PARTIES:**

Carli Nelson, Subject Minor, not present
Eric Nelson, Plaintiff, Counter Defendant,
present

Rhonda Forsberg, Attorney, present

Garett Nelson, Subject Minor, not present
Joan Ramos, Other, not present

Jeffrey Luszeck, Attorney, present

Lana Martin, Cross Claimant, not present

Mark Solomon, Attorney, not present

Lynita Nelson, Defendant, Counter Claimant,
present

Robert Dickerson, Attorney, not present

Rochelle McGowan, Other, not present

Jeffrey Luszeck, Attorney, present

JOURNAL ENTRIES

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

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

Court reviewed the case.

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

Discussion regarding spousal support and a Charging Order.

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

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

Ms. Provost requested Attorney's Fees.

COURT ORDERED:

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

INTERIM CONDITIONS:**FUTURE HEARINGS:**

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

Canceled: August 15, 2013 11:00 AM Motion

August 15, 2013 1:30 PM Motion

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