

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2 MATT KLABACKA,
3 DISTRIBUTION TRUSTEE OF
4 THE ERIC L. NELSON NEVADA
5 TRUST DATED MAY 30, 2001,
6 Appellant/Cross-Respondent,

7 vs.

8 LYNITA SUE NELSON,
9 INDIVIDUALLY, AND IN HER
10 CAPACITY AS INVESTMENT
11 TRUSTEE OF THE LSN NEVADA
12 TRUST DATED MAY 30, 2001;
13 AND ERIC L. NELSON,
14 INDIVIDUALLY, AND IN HIS
15 CAPACITY AS INVESTMENT
16 TRUSTEE OF THE ERIC L.
17 NELSON NEVADA TRUST
18 DATED MAY 30, 2001,
19 Respondents/Cross-Appellant.

} SUPREME COURT CASE NO.: 66772

} District Court Case No. D411537

} Electronically Filed
Mar 02 2016 08:50 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

} Consolidated with Case No. 68292

20 **RESPONDENT/CROSS-APPELLANT, LYNITA SUE NELSON'S,**
21 **APPENDIX VOLUME 1**

22 ROBERT P. DICKERSON, ESQ.
23 Nevada Bar No. 000945
24 KATHERINE L. PROVOST, ESQ.
25 Nevada Bar No. 008414
26 JOSEF M. KARACSONYI, ESQ.
27 Nevada Bar No. 010634
28 1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for Respondent/Cross-Appellant, LYNITA SUE NELSON

1 Supreme Court Case 66772 Consolidated with 68292

2

INDEX

3

VOLUME

PAGE NUMBER

4

1

1-250

5

2

251-500

6

3

501-750

7

4

751-1000

8

5

1001-1250

9

6

1251 - 1490

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

INDEX

VOLUME	DATE	DESCRIPTION	PAGE NUMBER
4	07/19/12	2006 U.S. Individual Income Tax	0905 - 0927
6	12/11/13	Affidavit of the Honorable Frank P. Sullivan in Response to the ELN Trust's Motion to Disqualify	1277 - 1281
3	07/19/12	Bank account statements/records for Eric L. Nelson NV Trust at Bank of America (Account No. 0049 6485 2798) and bank account statements/records for LSN Nevada Trust dba Tierra De Sol (Account No. 0049 6485 2743) (Admitted as Defendant's Exhibit KKKK)	0681 - 0731
3	02/22/07	Change of Distribution Trusteeship for the Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 149)	0600 - 0602
3	06/08/01	Change of Trusteeship for the Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 162)	0608 - 0611
3	07/19/12	Check Numbers 1776, 1769, and 1751 drawn on the Lindell Professional Plaza bank account at Bank of America, Account No. 00496485273 (Admitted as Defendant's Exhibit JJJJ)	0678 - 0680
4	05/30/14	City National Bank statement for Banone, LLC, for November 30, 2011 (Admitted as Distribution Trustee's Exhibit 14)	0967 - 0968
4	05/30/14	City National Bank cashier's check payable to Eric Nelson in the amount of \$75,000 (Admitted as Distribution Trustee's Exhibit 15)	0969
3	08/31/10	Court Option A dated 07/30/10 (Admitted as Plaintiff's "11W")	0651 - 0653
3	08/31/10	Court Option B dated 07/30/10 (Admitted as Plaintiff's "11W")	0654 - 0656
6	12/18/13	Defendant's Opposition to Motion to Disqualify Judge Sullivan and Countermotion for Attorneys' Fees and Costs	1282 - 1332

1	5	08/31/12	Defendant's Post-Trial Memorandum on Trust Issues	1018 - 1078
2	5	09/28/12	Defendant's Post-Trial Reply Memorandum on Divorce Issues	1103 - 1124
3	5	09/28/12	Defendant's Post-Trial Reply Memorandum on Trust Issues	1079 - 1102
4	1	08/27/10	Defendant's Pretrial Memorandum	0001 - 0018
5	3	08/19/11	Delegation of Lana A. Martin (Admitted as Intervenor's Exhibit 165)	0613
6	4	08/20/12	Eric Nelson's Summary (Admitted as Plaintiff's Exhibit 241)	0970
7	3	07/19/12	Gerety & Associates, CPAs invoice dated 02/29/12 (Admitted as Defendant's Exhibit HHHH)	0657
8	4 & 5	8/30/10	LSN Nevada Trust u/a/d 5/30/2001 (Admitted as Plaintiff's Exhibit 81)	0971 - 1017
9	3	01/16/04	Minutes of Annual Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 47)	0548
10	3	02/25/04	Minutes of Annual Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 48)	0549
11	3	12/12/04	Minutes of Annual Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 54)	0553
12	3	02/17/05	Minutes of Annual Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 55)	0554
13	3	02/20/05	Minutes of Annual Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 56)	0555
14	3	05/25/05	Minutes of Annual Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 58)	0556
15	3	06/15/05	Minutes of Annual Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 59)	0557
16	3	08/03/05	Minutes of Annual Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 60)	0558
17	3	08/12/05	Minutes of Annual Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 61)	0559
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				

1	3	11/08/05	Minutes of Annual Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 62)	0560
2				
3	3	05/10/06	Minutes of Annual Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 64)	0561
4				
5	3	07/08/06	Minutes of Annual Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 65)	0562
6				
7	3	08/28/06	Minutes of Annual Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 66)	0563
8				
9	3	10/15/06	Minutes of Annual Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 67)	0564
10				
11	3	11/05/06	Minutes of Annual Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 68)	0565
12				
13	3	11/22/06	Minutes of Annual Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 70)	0566
14				
15	3	02/22/07	Minutes of Annual Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 71)	0567
16				
17	3	03/21/07	Minutes of Annual Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 73)	0568
18				
19	3	07/03/01	Minutes of Annual Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 101)	0569
20				
21	3	07/03/02	Minutes of Annual Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 118)	0577
22				
23	3	02/25/04	Minutes of Annual Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 131)	0584
24				
25	3	02/25/04	Minutes of Annual Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 133)	0585
26				
27	3	01/02/05	Minutes of Annual Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 140)	0591
28				

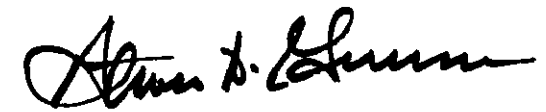
1	3	02/23/05	Minutes of Annual Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 141)	0592
2				
3	3	02/25/06	Minutes of Annual Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 146)	0597
4				
5	3	02/23/07	Minutes of Annual Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 150)	0603
6				
7	3	03/21/07	Minutes of Annual Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 151)	0604
8				
9	3	01/03/08	Minutes of Annual Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 152)	0605
10				
11	3	01/06/09	Minutes of Annual Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 155)	0606
12				
13	3	01/06/10	Minutes of Annual Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 158)	0607
14				
15				
16	3	01/03/02	Minutes of Special Meeting Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 35)	0546
17				
18	3	04/01/02	Minutes of Special Meeting Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 38)	0547
19				
20	3	04/14/04	Minutes of Special Meeting Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 50)	0550
21				
22	3	05/20/04	Minutes of Special Meeting Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 52)	0551
23				
24	3	11/20/04	Minutes of Special Meeting Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 53)	0552
25				
26	3	08/31/01	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 103)	0570
27				
28				

1	3	11/30/01	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 107)	0571
2				
3	3	12/31/01	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 109)	0572
4				
5				
6	3	01/03/02	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 110)	0573
7				
8	3	04/03/02	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 113)	0574
9				
10				
11	3	05/15/02	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 115)	0575
12				
13	3	05/20/02	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 116)	0576
14				
15	3	12/23/02	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 119)	0578
16				
17				
18	3	02/20/03	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 120)	0579
19				
20	3	09/20/03	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 126)	0580
21				
22	3	12/15/03	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 128)	0581
23				
24				
25	3	01/15/04	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 129)	0582
26				
27	3	01/10/04	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 130)	0583
28				

1	3	04/30/04	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 134)	0586
2				
3	3	05/10/04	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 136)	0587
4				
5				
6	3	05/20/04	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 137)	0588
7				
8	3	10/15/04	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 138)	0589
9				
10				
11	3	11/20/04	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 139)	0590
12				
13	3	05/05/05	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 142)	0593
14				
15	3	05/15/05	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust, unsigned (Admitted as Intervenor's Exhibit 143)	0594
16				
17				
18	3	05/15/05	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust, signed (Admitted as Intervenor's Exhibit 144)	0595
19				
20	3	07/08/05	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 145)	0596
21				
22				
23	3	08/30/06	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 147)	0598
24				
25	3	09/19/06	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 148)	0599
26				
27	3	06/16/11	Minutes of Special Meeting Trustees' Meeting of Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 164)	0612
28				

3	various dates	Miscellaneous deed documents produced by Defendant (Admitted as Intervenor's Exhibit 167)	0614 - 0650
1	01/21/11	Motion for Temporary Support, for Release of Information, for an Order Enjoining Eric from Taking Certain Actions, for Monitoring by this Court or Appointment of a Receiver, and for an Award of Attorneys Fees	0122 - 0165
5 & 6	12/03/13	Motion to Disqualify Judge Sullivan	1125 - 1276
1	07/11/11	Notice of Filing Income and Expense Reports for: (1) Banone, LLC, and (2) Dynasty Development Group	0169 - 0197
1	07/15/11	Notice of Filing Income and Expense Reports for Banone-AZ, LLC	0198 - 0209
1	05/01/12	Notice of Filing Income and Expense Reports for Lynita Nelson for the period of January 1, 2011 through March 31, 2012	0210 - 0221
6	01/13/14	Order Denying Motion to Disqualify Judge Frank P. Sullivan	1333 - 1343
1	05/25/11	Order entered in case no. D-09-411537-D	0166 - 0168
3	07/19/12	Public Records: Deeds, Declaration of Value forms, Tax Assessor General Information sheet pertaining to the Tropicana – Albertson's Land (Admitted as Defendant's Exhibit IIII)	0658 - 0677
3 & 4	07/19/12	Public Records: Deeds pertaining to the Wyoming Horse Racing property located at 10180 State Highway 89 N (Admitted as Defendant's Exhibit LLLL)	0732 - 0755
4	07/19/12	Public Records: Deeds pertaining to the High Country Inn property located at 1936 Harrison Dr., Evanston, WY (Admitted as Defendant's Exhibit MMMM)	0756 - 0775
4	07/19/12	Public Records: Deeds, Declaration of Value forms, Tax Assessor Parcel Ownership History sheet, and General Information sheet pertaining to 3611 Lindell Road, Las Vegas, Nevada (Admitted as Defendant's Exhibit PPPP)	0776 - 0788

4	07/19/12	Public Records: Deeds pertaining to the cabin and land in the Brianhead, Utah area (Admitted as Defendant's Exhibit QQQQ)	0789 - 0839
4	07/19/12	Public Records: Deeds and other public records pertaining to the Tierra Del Sol Center in Phoenix, Arizona (Admitted as Defendant's Exhibit RRRR)	0840 - 0904
4	07/19/12	Public Records: Deeds and Declaration of Value forms pertaining to the 5220 East Russell Road, Las Vegas, Nevada (Admitted as Defendant's Exhibit UUUU)	0928 - 0959
4	07/19/12	Public Records: Deeds and County Recorder information sheets pertaining to the Sycamore Plaza property located at 1749-1755 West Main Street, Phoenix, Arizona (Admitted as Defendant's Exhibit VVVV)	0960 - 0966
3	05/30/01	The LSN Nevada Trust dated May 30, 2001 (Admitted as Intervenor's Exhibit 25)	0512 - 0544
1	11/17/10	Transcript Re: Non-Jury Trial (Partial)	0019 - 0121
1 & 2	08/20/12	Transcript Re: Non-Jury Trial	0222 - 0511
6	05/30/14	Transcript Re: Non-Jury Trial	1344 - 1490
3	06/01/01	Waiver of Notice and Consent to Hold Annual / Semi-Annual Trustees' Meeting of LSN Nevada Trust (Admitted as Intervenor's Exhibit 30)	0545



CLERK OF THE COURT

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

Attorneys for Defendant/Counterclaimant
LYNITA SUE NELSON

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC L. NELSON,

Plaintiff/Counterdefendant,

v.

LYNITA SUE NELSON,

Defendant/Counterclaimant.

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

Date of Trial: 08/30/10 & 08/31/10
Time of Trial: 9:00 a.m.

DEFENDANT'S PRETRIAL MEMORANDUM

I. STATEMENT OF ESSENTIAL FACTS

A. Names and ages of the parties:

Plaintiff, Eric Nelson, age 50. Defendant, Lynita Nelson, age 48.

B. Date of Marriage:

September 17, 1983.

C. Resolved issues, including agreed resolution:

1. Jurisdiction - This Court has jurisdiction over the parties and the subject matter in that both of the parties have resided in Clark County, Nevada for more than six (6) weeks prior to Plaintiff's filing his Complaint for Divorce in this action. Both parties remain residents of Clark County, Nevada and intend to remain as residents of Clark County, Nevada for the foreseeable future.

2. Child Custody - All issues relating to child custody and visitation were resolved by the entry of the parties' February 8, 2010 Stipulation and Order incorporating their Stipulated Parenting Agreement signed October 15, 2008.

D. Statement of unresolved issues: By virtue of the parties' respective pleadings on file herein, the following issues remain unresolved at the time of trial:

1. Child support;
2. Division of community property and community debts;
3. Marital waste on the part of Plaintiff;
4. Spousal support for Defendant, both rehabilitative and permanent; and
5. An award of attorneys' fees and expert fees to Defendant.

II. CHILD CUSTODY

A. Garrett Nelson, born September 13, 1994 (age 15);
Carli Nelson, born October 17, 1997 (age 12).

B. All issues relating to child custody and visitation were resolved by the entry of the parties' February 8, 2010 Stipulation and Order incorporating their Stipulated Parenting Agreement signed October 15, 2008. Defendant is the primary physical custodian of the parties' minor children, subject to Plaintiff's visitation as set forth in their Parenting Agreement.

While Defendant believes child custody and visitation remain resolved, Plaintiff continues to violate the joint legal custody provisions set forth in the parties' Parenting Agreement and the Behavior Order entered April 16, 2010 by this Court. Specifically, Plaintiff continues to send harassing text and written messages to Defendant. Defendant respectfully requests this Court further admonish Plaintiff regarding his harassment of her, including warning Plaintiff that should his harassment continue, this Court will find him in contempt and will issue appropriate sanctions against him.

III. CHILD SUPPORT

A. Affidavit of Financial Condition: An updated Financial Disclosure Form for Defendant will be provided to the Court on or before the date of trial, or during the course of trial.

1 B. Set forth with specificity the amount of support requested to be paid and a brief
2 statement of any special factors which you believe impact the amount of support to be
3 paid:

4 No order pertaining to Plaintiff's child support obligation has ever been entered.
5 As Defendant has been granted primary physical custody of the minor children,
6 Plaintiff should be required to pay Defendant monthly child support in an amount not
7 less than twenty-five percent (25%) of Plaintiff's average gross monthly income from
8 all sources, including any passive income and/or business income, prior to the
9 deduction of Defendant's purported "business expenses." Also, in light of Plaintiff's
10 significant assets and earning capacity, Defendant suggests that child support should
11 be set in excess of the statutory maximum set forth in NRS 125B.070(1)(b).
12 Defendant specifically requests that this Court consider the specific factors found in
13 NRS 125B.080(9), as well as the lifestyle and standard of living in which these minor
14 children have been raised, and set out specific findings of fact as to the basis for an
15 upward deviation of child support.

16 Defendant intends to present evidence and testimony that the children's
17 historical expenses are in excess of \$8,400 per month. As such, an upward deviation
18 of child support is necessary in order to allow the children to maintain their present
19 lifestyle and standard of living. Plaintiff is a skilled, successful, real estate developer,
20 investor, auctioneer, casino owner/operator, and businessman, and he has the ability
21 to pay child support in excess of the statutory maximum, as well as to pay all expenses
22 relating to provision of major medical and health insurance coverage for the children,
23 and to further pay all the children's medical, surgical, dental, optical, psychological
24 and orthodontic expenses not otherwise covered by such insurance.

25 Finally, Further, consideration should be given to reimbursement for child
26 related expenses borne solely by Defendant during the pendency of this divorce action,
27 as Plaintiff has failed to provide Defendant with child support or anything more than
28 the bare minimum of financial assistance for the care and maintenance of the children
since the parties' separation, in June 2008.

1 Plaintiff has historically been the sole bread winner and wage earner for the
2 family. Defendant was last employed outside the home in or about 1986, prior to the
3 birth of the first of the parties' five children. Pursuant to the parties' agreement,
4 Plaintiff provided financially for the family and Defendant remained at home to care
5 for the parties' children. Plaintiff has earned significant income during the parties'
6 marriage, and therefore Defendant requests child support from Plaintiff in excess of the
7 statutory maximum.

8 IV. SPOUSAL SUPPORT

9 A. Spousal Support Requested? Yes. Both rehabilitative and permanent alimony
10 are requested by Defendant. Rehabilitative alimony should be paid by Plaintiff to
11 Defendant in an amount and for a period of time sufficient to allow Defendant the
12 ability to obtain the necessary education and skills to return to the workforce after
13 raising the parties' two minor children through the age of majority. Additionally, the
14 Court should make a permanent alimony award in such amount as to equalize the
15 income and future earnings of the parties, as recognized by the Nevada Supreme Court
16 in *Gardner v. Gardner*, 110 Nev. 1053, 881 P.2d 645 (1994). Such alimony payments
should continue until the death of Defendant.

17 B. Amount of Support Requested: \$35,000 per month.

18 C. Factors in Establishing the Amount: Income upon which the parties lived during
19 the marriage, the lifestyle to which Defendant has become accustomed, historical
20 expenditures/expenses of Defendant during the marriage, age of parties, length of
21 marriage, education of Defendant, earning capacity of the parties, the relative incomes
22 of the parties; the condition in which each party will find him/herself after the divorce;
23 Plaintiff's ability to manipulate earnings and income statements as best supports his
24 position at any given time; Defendant's need and Plaintiff's ability to pay such
25 alimony.

26 D. Affidavit of Financial Condition. An updated Financial Disclosure Form will
27 be provided to the Court on or before the date of trial or during the course of the trial.

28 . . .

1 V. PROPERTY AND DEBTS

2 A. List of assets: It is Defendant's undersigned counsel's intent to supplement this
3 Pre-Trial Memorandum to provide the Court and Plaintiff's counsel with a summary
4 of the known assets and debts at trial, if not before.

5 B. List of debts: Same as immediately above.

6 C. Contested Legal and Factual Issues Regarding Assets and Debts:
7 Division of assets and debts.

8 VI. ATTORNEYS' FEES AND COSTS

9 Amount of Fees Incurred to Date (through 07/31/10):	\$204,739
10 Amount of Costs Incurred to Date (through 07/31/10):	\$11,912
11 Amount of Fees Paid to Date (through 07/31/10):	\$216,651
12 Amount Remaining Due and Owing:	\$0

13 Defendant has incurred additional attorneys fees and costs from July 31, 2010
14 to the present date, including significant legal fees and costs relating to trial preparation
15 during the past thirty (30) days. Defendant seeks an award of attorneys fees and costs.
16 To date, no attorneys fees have been ordered to either party in this action.

17 VII. LIST OF WITNESSES

18 *See attached Exhibit A.*

19 VIII. LIST OF EXHIBITS

20 *See attached Exhibit B.*

21 IX. UNUSUAL LEGAL OR FACTUAL ISSUES PRESENTED

22 At this time, Defendant's undersigned counsel know of no unusual legal or
23 factual issues to be presented to the Court at the trial of the financial issues.

24 ...

25 ...

26 ...

27 ...

28 ...

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

X. LENGTH OF TRIAL

2 days.

DATED this 27th day of August, 2010.

THE DICKERSON LAW GROUP



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

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

That on the 27th day of August, 2010, I served the foregoing DEFENDANT'S PRETRIAL MEMORANDUM on the parties in this action or proceeding, by placing a true and correct copy thereof, enclosed in a sealed envelope, addressed as follows, and placing same in the mail bin at the firm's office, and I also sent a copy via facsimile transmission to the facsimile telephone number listed below for each such person:

James J. Jimmerson, Esq.
JIMMERSON HANSEN, P.C.
415 South Sixth Street, #100
Las Vegas, Nevada 89101
Facsimile (702) 327-1167
Attorneys for Plaintiff

I certify under penalty of perjury that the foregoing is true and correct, and that this Certificate is executed this 27th day of August, 2010, at Las Vegas, Nevada.


An employee of The Dickerson Law Group

EXHIBIT A

DEFENDANT'S LIST OF WITNESSES

- (1) Lynita Sue Nelson
c/o The Dickerson Law Group
1745 Village Center Circle
Las Vegas, Nevada 89134

Mrs. Nelson is expected to testify regarding all matters which are at issue in this litigation.

- (2) Eric L. Nelson
c/o Stephens, Gourley & Bywater
3636 N. Rancho Drive
Las Vegas, Nevada 89030

Mr. Nelson is expected to testify regarding all matters which are at issue in this litigation.

- (3) Rochelle McGowan
3611 S. Lindell Road, Suite 201
Las Vegas, Nevada 89103

Ms. McGowan is expected to testify regarding Eric Nelson's business operations.

- (4) Lana Martin
3611 S. Lindell Road, Suite 201
Las Vegas, Nevada 89103

Ms. Martin is expected to testify regarding Eric Nelson's business operations.

- (5) Paul Alanis
150 South Los Robles Avenue, #665
Pasadena, California 91101

Mr. Alanis' deposition transcript will be submitted in lieu of personal testimony regarding the Silver Slipper/MS entities.

- (6) Frank Soris
3022 E. Emile Zola
Phoenix, Arizona 85032

Mr. Soris' deposition transcript will be submitted in lieu of personal testimony regarding his business dealings with Eric Nelson.

- (7) Stewart Larsen
224 West 2nd Street
Mesa, Arizona 8501

Mr. Larsen's deposition transcript will be submitted in lieu of personal testimony regarding his business dealings with Eric Nelson.

DEFENDANT'S LIST OF EXPERT WITNESSES

- (1) Melissa Attanasio
c/o Attanasio Financial Strategies Group
9516 W. Flamingo Road, Suite 210
Las Vegas, Nevada 89147

Mrs. Attanasio is designated as an expert witness who is expected to testify regarding Mrs. Nelson's financial situation and future financial needs. Additionally, Mrs. Attanasio may be expected to testify regarding her knowledge of the Nelson's overall financial situation during the pendency of these proceedings. She is anticipated to give her opinions regarding the parties financial situation.

- (2) Joseph Leauanae
c/o Anthem Forensics, LLC
2520 St. Rose Parkway, Suite 310
Henderson, Nevada 89052

Mr. Leauane is designated an expert witness who is expected to testify regarding the Nelson's business interests and the forensic accounting work which he performed during the pendency of these proceedings. He is anticipated to give his opinions regarding the value of Eric L. Nelson's business including his reasons therefore.

Defendant continues to reserve the right to call any witness listed on Plaintiff's List of Witnesses, any and all witnesses called to testify by Plaintiff, and any and all necessary rebuttal witnesses for purposes of rebuttal testimony.

EXHIBIT B

		<u>OFFERED</u>	<u>ADMITTED</u>
A	Asset/Debt Summary	<input type="checkbox"/>	<input type="checkbox"/>
B-1	Summary Statement from Eric Nelson - Section 2.1 7065 Palmyra, LV NV	<input type="checkbox"/>	<input type="checkbox"/>
B-2	Zillow.com valuation for 7065 Palmyra Ave - 08/20/10	<input type="checkbox"/>	<input type="checkbox"/>
C-1	Summary Statement from Eric Nelson - Section 2.2 2721 Harbor Hills	<input type="checkbox"/>	<input type="checkbox"/>
C-2	Zillow.com valuation for 2721 Harbor Hills Lane - 08/20/10	<input type="checkbox"/>	<input type="checkbox"/>
D-1	Summary Statement from Eric Nelson - Section 2.2A 2911 Bella Kathryn Circle	<input type="checkbox"/>	<input type="checkbox"/>
D-2	Leauanae Tracing Analysis - 2911 Bella Kathryn Circle	<input type="checkbox"/>	<input type="checkbox"/>
E-1	Summary Statement from Eric Nelson - Section 2.2B 2910 Bella Kathryn Circle	<input type="checkbox"/>	<input type="checkbox"/>
E-2	Grant, Bargain, Sale Deed - 09/09/10	<input type="checkbox"/>	<input type="checkbox"/>
E-3	Real Estate Purchase Addendum - 02/22/10	<input type="checkbox"/>	<input type="checkbox"/>
F-1	Lindell Professional Plaza Income Statement - 07/31/10	<input type="checkbox"/>	<input type="checkbox"/>
F-2	Lindell Professional Plaza Rent Roll - 07/31/10	<input type="checkbox"/>	<input type="checkbox"/>
F-3	Master Copy of Lindell Professional Plaza Lease	<input type="checkbox"/>	<input type="checkbox"/>
F-4	Timothy R. Morse & Associates Summary Appraisal Report of Lindell Professional Plaza - 08/29/08	<input type="checkbox"/>	<input type="checkbox"/>
G-1	Leauanae Russell Road Property Analysis - 08/24/10	<input type="checkbox"/>	<input type="checkbox"/>
G-2	Summary Statement from Eric Nelson - Section 2.7 Russell Road Building	<input type="checkbox"/>	<input type="checkbox"/>
G-3	Grant, Bargain, Sale Deed - CJE&L, LLC to Erica Nelson Auctioneering	<input type="checkbox"/>	<input type="checkbox"/>
G-4	Promissory Note - Clarence Nelson - 02/03/10	<input type="checkbox"/>	<input type="checkbox"/>
G-5	Option Agreement of Sale and Purchase of Real Property, Commercial Lease Agreement, Addendum to Lease Agreement	<input type="checkbox"/>	<input type="checkbox"/>
G-6	Clark County Treasurer - Notice to Publish Delinquent Real Property - 03/19/10	<input type="checkbox"/>	<input type="checkbox"/>
H -1	Timberline Mtn Realty Brokers Opinion of Value - 150 Acres, Brian Head, Utah - 09/27/08	<input type="checkbox"/>	<input type="checkbox"/>

		<u>OFFERED</u>	<u>ADMITTED</u>
H-2	Delinquent Tax Notice - Brian Head, Utah	<input type="checkbox"/>	<input type="checkbox"/>
I-1	Summary Statements from Eric Nelson - Sections 2.3 and 2.4 Gateway Lots, Mohave County, AZ; Gateway Lot Summary Sheet	<input type="checkbox"/>	<input type="checkbox"/>
I-2	Gateway, AZ - Documentation of individual lots owned by LSN Nevada Trust	<input type="checkbox"/>	<input type="checkbox"/>
J	Gateway, AZ - Documentation of individual lots owned by ELN Trust	<input type="checkbox"/>	<input type="checkbox"/>
K	Gateway, AZ - Documentation of individual lots owned jointly with Harber Investments/Louis Walters/Gary Zahren	<input type="checkbox"/>	<input type="checkbox"/>
L	Gateway, AZ - Documentation of individual lots owned by Joan Ramos	<input type="checkbox"/>	<input type="checkbox"/>
M	Partnership Agreement of Wyoming Equestrian Estates	<input type="checkbox"/>	<input type="checkbox"/>
N-1	Summary sheet of real property parcels - Mississippi Parcels	<input type="checkbox"/>	<input type="checkbox"/>
N-2	Mississippi Land - Cost Basis summary	<input type="checkbox"/>	<input type="checkbox"/>
N-3	Everette E Ladner III, MAI, SRA - Real Estate Appraisal of Mississippi Development Tract - 195 +/- acres, Hancock County, MS	<input type="checkbox"/>	<input type="checkbox"/>
O	Quit Claim Deed - 830 Arnold Ave, Greenville, MS	<input type="checkbox"/>	<input type="checkbox"/>
P-1	Summary Statement from Eric Nelson - Section 2.5 5913 Pebble Beach, LV (Thelma's House)	<input type="checkbox"/>	<input type="checkbox"/>
P-2	Zillow.com valuation for 5913 Pebble Beach Blvd - 08/20/10	<input type="checkbox"/>	<input type="checkbox"/>
P-3	Grant, Bargain, Sale Deed - 5913 Pebble Beach Blvd	<input type="checkbox"/>	<input type="checkbox"/>
Q -1	Banone, LLC Nevada Secretary of State Listing	<input type="checkbox"/>	<input type="checkbox"/>
Q-2	Summary Statement from Eric Nelson - Section 2.8 Banone, LLC	<input type="checkbox"/>	<input type="checkbox"/>
Q-3	Summary Sheet - Banone, LLC Nevada Properties - 07/30/10	<input type="checkbox"/>	<input type="checkbox"/>
R	Leauanae Banone, LLC Ledger - Notes Receivable Listing	<input type="checkbox"/>	<input type="checkbox"/>
S-1	Banone-AZ, LLC Nevada Secretary of State Listing	<input type="checkbox"/>	<input type="checkbox"/>
S-1	Summary Statement from Eric Nelson - Section 2.9 Banone-AZ, LLC	<input type="checkbox"/>	<input type="checkbox"/>
S-2	Summary Sheet - Banone-AZ, LLC Arizona Properties - 07/30/10	<input type="checkbox"/>	<input type="checkbox"/>
T-1	Operating Agreement - Dynasty Development Group	<input type="checkbox"/>	<input type="checkbox"/>

		OFFERED	ADMITTED
T-2	Silver Slipper Equity Schedule - 12/12/09	<input type="checkbox"/>	<input type="checkbox"/>
T-3	Dynasty Development Group Partner Summary	<input type="checkbox"/>	<input type="checkbox"/>
T-4	Option to Purchase LLC Profit Interests	<input type="checkbox"/>	<input type="checkbox"/>
T-5	Silver Slipper Financial Statements - 03/31/10	<input type="checkbox"/>	<input type="checkbox"/>
U-1	Summary Statement from Eric Nelson - Section 2.10 Grotta Group/Partnership	<input type="checkbox"/>	<input type="checkbox"/>
U-2	The Grotta Group, LLC Nevada Secretary of State Listing	<input type="checkbox"/>	<input type="checkbox"/>
U-3	2008 U.S. Partnership Tax Return - Grotta Group, LLC	<input type="checkbox"/>	<input type="checkbox"/>
U-4	Grotta F/S P/S Asset Listing - 10/29/09	<input type="checkbox"/>	<input type="checkbox"/>
U-5	2008 U.S. Partnership Tax Return - Grotta Financial Partnership	<input type="checkbox"/>	<input type="checkbox"/>
V-1	Operating Agreement of Emerald Bay Mississippi, LLC	<input type="checkbox"/>	<input type="checkbox"/>
V-2	Diagram - Emerald Bay Mississippi, LLC Asset Structure	<input type="checkbox"/>	<input type="checkbox"/>
V-3	Emerald Bay MS, LLC Balance Sheet - 08/30/09	<input type="checkbox"/>	<input type="checkbox"/>
W	Operating Agreement of Bal Harbour, LLC	<input type="checkbox"/>	<input type="checkbox"/>
X		<input type="checkbox"/>	<input type="checkbox"/>
Y-1	Promissory Notes - Nicky Cvitanovich - 12/18/07 and 05/01/09	<input type="checkbox"/>	<input type="checkbox"/>
Y-2	Security Agreement - 05/01/09	<input type="checkbox"/>	<input type="checkbox"/>
Y-3	Payments from Dominick Cvitanovich, Eric L. Nelson Nevada Trust Account Register - 07/31/10	<input type="checkbox"/>	<input type="checkbox"/>
Z-1	Diagram - The Hideaway Casino, LLC Asset Structure	<input type="checkbox"/>	<input type="checkbox"/>
Z-2	The Hideaway Casino, LLC Balance Sheet - 08/31/09	<input type="checkbox"/>	<input type="checkbox"/>
Z-3	Correspondence from Greenville Entertainment, LLC - 08/27/09 and Harold W. Duke, P.A. - 05/28/10	<input type="checkbox"/>	<input type="checkbox"/>
AA	Joint Preliminary Injunction - 05/12/09	<input type="checkbox"/>	<input type="checkbox"/>
BB		<input type="checkbox"/>	<input type="checkbox"/>
CC		<input type="checkbox"/>	<input type="checkbox"/>

		<u>OFFERED</u>	<u>ADMITTED</u>
DD-1	Bank of America, Account No. Ending 2798 - Statement dated 05/31/10	<input type="checkbox"/>	<input type="checkbox"/>
DD-2	Eric Nelson Summary Sheet indicating transfer of funds from Bank of America, Account No. Ending 2798 to Account No. Ending 5829	<input type="checkbox"/>	<input type="checkbox"/>
EE	Bank of America, Account No. Ending 4354 - Statement dated 12/2009	<input type="checkbox"/>	<input type="checkbox"/>
FF		<input type="checkbox"/>	<input type="checkbox"/>
GG-1	Bank of America, Account No. Ending 5227 - Statement dated 05/31/10	<input type="checkbox"/>	<input type="checkbox"/>
GG-2	Eric Nelson Summary Sheet indicating transfer of funds from Bank of America, Account No. Ending 5227 to Account No. Ending 6958	<input type="checkbox"/>	<input type="checkbox"/>
HH		<input type="checkbox"/>	<input type="checkbox"/>
II	Wells Fargo, Account No. Ending 6521 - Statement dated 11/09/09	<input type="checkbox"/>	<input type="checkbox"/>
JJ	Wells Fargo, Account No. Ending 605 - Statement dated 12/31/09	<input type="checkbox"/>	<input type="checkbox"/>
KK	Mellon Bank, Account No. Ending 1700 - Statement dated 07/31/10	<input type="checkbox"/>	<input type="checkbox"/>
LL	Mellon Bank, Account No. Ending 1780 - Statement dated 07/31/10	<input type="checkbox"/>	<input type="checkbox"/>
MM	Bank of America, Account No. Ending 5829 - Statement dated 06/10/10	<input type="checkbox"/>	<input type="checkbox"/>
NN	Bank of America, Account No. Ending 2754 - Statement dated 07/31/10	<input type="checkbox"/>	<input type="checkbox"/>
OO	Bank of America, Account No. Ending 7064 - Statement dated 07/31/10	<input type="checkbox"/>	<input type="checkbox"/>
PP	Bank of America, Account No. Ending 6958 - Statement dated 05/31/10	<input type="checkbox"/>	<input type="checkbox"/>
QQ	Citi National Bank, Account No. Ending 1569 - Statement dated 06/30/10	<input type="checkbox"/>	<input type="checkbox"/>
RR	Citi National Bank, Account No. Ending 5152 - Statement dated 06/30/10	<input type="checkbox"/>	<input type="checkbox"/>
SS	Credit Union 1, Account No. Ending 7214 - Suffix 0 and 22 - Statement dated 06/30/10 (formerly Cumorah Credit Union)	<input type="checkbox"/>	<input type="checkbox"/>
TT	Credit Union 1, Account No. Ending 6692 - Suffix 0 and 22 - Statement dated 06/30/10 (formerly Cumorah Credit Union)	<input type="checkbox"/>	<input type="checkbox"/>
UU	Silver State Schools Credit Union, Account No. Ending 3736-01 and 3736-80 - Statement dated 06/30/10	<input type="checkbox"/>	<input type="checkbox"/>
VV	Charles Schwab, Capstone Capital, Account No. Ending 2834 - Statement dated 06/30/10	<input type="checkbox"/>	<input type="checkbox"/>
WW	Stipulation and Order, entered 05/20/10	<input type="checkbox"/>	<input type="checkbox"/>

		OFFERED	ADMITTED
XX	Kelly Blue Book - 2006 Volkswagen Beetle - 08/13/10	<input type="checkbox"/>	<input type="checkbox"/>
YY	Kelly Blue Book - 2009 Cadillac Escalade EXT - 08/13/10	<input type="checkbox"/>	<input type="checkbox"/>
ZZ	Kelly Blue Book - 2000 Mercedes Benz SLK 230 - 08/13/10	<input type="checkbox"/>	<input type="checkbox"/>
AAA	Leauanae Transaction Register - Chad Ramos	<input type="checkbox"/>	<input type="checkbox"/>
BBB	Leauanae Transaction Register - Jesse Harber	<input type="checkbox"/>	<input type="checkbox"/>
CCC	Leauanae Transaction Register - Brock Nelson	<input type="checkbox"/>	<input type="checkbox"/>
DDD	08/25/10 Email and documents from Paul R. Alanais	<input type="checkbox"/>	<input type="checkbox"/>
EEE	Garrett Investment - Ameriprise Brokerage Account, Account No. Ending 0021, Statement dated 06/30/10	<input type="checkbox"/>	<input type="checkbox"/>
FFF-1	Mohave County Assessor Printout	<input type="checkbox"/>	<input type="checkbox"/>
FFF-2	Silver State Schools Account Statement - Aubrey Nelson/Lynita Nelson	<input type="checkbox"/>	<input type="checkbox"/>
FFF-3	Silver State Schools Account Statement - Erica Nelson/Lynita Nelson	<input type="checkbox"/>	<input type="checkbox"/>
FFF-4	Silver State Schools Account Statement - Garrett Nelson/Lynita Nelson	<input type="checkbox"/>	<input type="checkbox"/>
FFF-5	Silver State Schools Account Statement - Carli Nelson/Lynita Nelson	<input type="checkbox"/>	<input type="checkbox"/>
GGG	Monies Received from Oasis Baptist Church for 5220 E. Russell Road	<input type="checkbox"/>	<input type="checkbox"/>
HHH	Leanauae Transaction Register - China Trip	<input type="checkbox"/>	<input type="checkbox"/>
III	Leauanae Transaction Register - Valerie Dinick	<input type="checkbox"/>	<input type="checkbox"/>
JJJ	Leauanae Transaction Register - Vegas Valley Volleyball	<input type="checkbox"/>	<input type="checkbox"/>
KKK	Leauanae Transaction Register - Linda Leach	<input type="checkbox"/>	<input type="checkbox"/>
LLL	Leauanae Transaction Register - David Muir	<input type="checkbox"/>	<input type="checkbox"/>
MMM	Leauanae Transaction Register - Portland Trip	<input type="checkbox"/>	<input type="checkbox"/>
NNN		<input type="checkbox"/>	<input type="checkbox"/>
1	Leauanae Transaction Register - Clarence Nelson	<input type="checkbox"/>	<input type="checkbox"/>
NNN	Expenses Paid for Work Done at 2911 Bella Kathryn Not Reimbursed by Banone LLC	<input type="checkbox"/>	<input type="checkbox"/>
2			

		<u>OFFERED</u>	<u>ADMITTED</u>
NNN		<input type="checkbox"/>	<input type="checkbox"/>
3	Loans from Eric Nelson	<input type="checkbox"/>	<input type="checkbox"/>
OOO	Summary Statement from Eric Nelson -	<input type="checkbox"/>	<input type="checkbox"/>
1	Section 2.32K Chris Stromberg School	<input type="checkbox"/>	<input type="checkbox"/>
OOO		<input type="checkbox"/>	<input type="checkbox"/>
2	Eric L Nelson Nevada Trust General Ledger	<input type="checkbox"/>	<input type="checkbox"/>
PPP	Leauanae Transaction Register - Ryan Nelson	<input type="checkbox"/>	<input type="checkbox"/>
QQQ	Leauanae Transaction Register - Cliff McCarlie	<input type="checkbox"/>	<input type="checkbox"/>
RRR	Chase Credit Card Investory Listing - Lynita Nelson	<input type="checkbox"/>	<input type="checkbox"/>
SSS	Mellon Bank - Line of Credit Statement - 07/31/10	<input type="checkbox"/>	<input type="checkbox"/>
TTT	Contingent Tax Liability - 2005	<input type="checkbox"/>	<input type="checkbox"/>
UUU	Contingent Grizzly Investment Liabilities	<input type="checkbox"/>	<input type="checkbox"/>
VVV	Summary Statement from Eric Nelson -	<input type="checkbox"/>	<input type="checkbox"/>
1	Section 2.32c Hideaway Liability	<input type="checkbox"/>	<input type="checkbox"/>
VVV	Correspondence - Grrenville Entertainment, LLC	<input type="checkbox"/>	<input type="checkbox"/>
2	re: Hideaway Casino, LLC	<input type="checkbox"/>	<input type="checkbox"/>
WWW	Attanasio Lifestyle Analysis for Lynita Nelson	<input type="checkbox"/>	<input type="checkbox"/>
XXX		<input type="checkbox"/>	<input type="checkbox"/>
YYY		<input type="checkbox"/>	<input type="checkbox"/>
ZZZ		<input type="checkbox"/>	<input type="checkbox"/>
AAAA		<input type="checkbox"/>	<input type="checkbox"/>
BBBB		<input type="checkbox"/>	<input type="checkbox"/>
CCCC		<input type="checkbox"/>	<input type="checkbox"/>
DDDD		<input type="checkbox"/>	<input type="checkbox"/>
EEEE		<input type="checkbox"/>	<input type="checkbox"/>
FFFF		<input type="checkbox"/>	<input type="checkbox"/>
GGGG		<input type="checkbox"/>	<input type="checkbox"/>

TRANSACTION REPORT

P. 01

AUG-27-2010 FRI 12:27 PM

FOR: THE DICKERSON LAW GROUP 702 388 0210

SEND

DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP
AUG-27	12:24 PM	6562776	3' 11"	17	FAX TX	OK	969	

TOTAL : 3M 11S PAGES: 17

THE DICKERSON LAW GROUP

1745 Village Center Circle
Las Vegas, Nevada 89134
(702) 388-8600
Fax: (702) 388-0210

FAX COVER SHEET

FAX NUMBER TRANSMITTED TO: 656-2776

To: David A. Stephens, Esq.
Of: Stephens Gourley & Bywater
From: Priscilla Baker, Legal Assistant
Re: Nelson, Lynita adv. Nelson, David
Date: August 27, 2010

DOCUMENTS	NUMBER OF PAGES*
Defendant's Pretrial Memorandum	16

COMMENTS:

Original will follow.

The information contained in this facsimile message is information protected by attorney-client and/or the attorney/work product privilege. It is intended only for the use of the individual named above and the privileges are not waived by virtue of this having been sent by facsimile. If the person actually receiving this facsimile or any other reader of the facsimile is not the named recipient or the employee or agent responsible to deliver it to the named recipient, any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via U.S. Postal Service.

* NOT COUNTING COVER SHEET. IF YOU DO NOT RECEIVE ALL PAGES, PLEASE TELEPHONE US IMMEDIATELY AT (702) 388-8600.

RAPP0017

TRANSACTION REPORT

AUG-27-2010 FRI 12:23 PM

FOR: THE DICKERSON LAW GROUP 702 388 0210

SEND

DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP
AUG-27	12:19 PM	3806413	3' 47"	17	FAX TX	OK	968	

TOTAL : 3M 47S PAGES: 17

THE DICKERSON LAW GROUP

1745 Village Center Circle
Las Vegas, Nevada 89134
(702) 388-8600
Fax: (702) 388-0210

FAX COVER SHEET

FAX NUMBER TRANSMITTED TO: 380-6413

To: James Jimmerson, Esq.
Of: Jimmerson Hansen
From: Priscilla Baker, Legal Assistant
Re: Nelson, Lynita adv. Nelson, David
Date: August 27, 2010

DOCUMENTS	NUMBER OF PAGES*
Defendant's Pretrial Memorandum	16

COMMENTS:

Original will follow.

The information contained in this facsimile message is information protected by attorney-client and/or the attorney/work product privilege. It is intended only for the use of the individual named above and the privileges are not waived by virtue of this having been sent by facsimile. If the person actually receiving this facsimile or any other reader of the facsimile is not the named recipient or the employee or agent responsible to deliver it to the named recipient, any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via U.S. Postal Service.

* NOT COUNTING COVER SHEET. IF YOU DO NOT RECEIVE ALL PAGES, PLEASE TELEPHONE US IMMEDIATELY AT (702) 388-8600.

RAPP0018

1 **TRANS**

2 **COPY**

FILED

JUN 19 2015

Alison D. Sullivan
CLERK OF COURT

5 **EIGHTH JUDICIAL DISTRICT COURT**

6 **FAMILY DIVISION**

7 **CLARK COUNTY, NEVADA**

8
9 ERIC L. NELSON,)
10 Plaintiff,) CASE NO. D-09-411537-D
11 vs.) DEPT. L
12 LYNITA NELSON,) **(SEALED)**
13 Defendant.)
14

15 BEFORE THE HONORABLE FRANK P. SULLIVAN
DISTRICT COURT JUDGE

16 TRANSCRIPT RE: NON-JURY TRIAL (PARTIAL)

17 WEDNESDAY, NOVEMBER 17, 2010

18 APPEARANCES:

19 The Plaintiff: ERIC L. NELSON
20 For the Plaintiff: JAMES JIMMERSON, ESQ.
415 S. Sixth St., #100
21 Las Vegas, Nevada 89101
(702) 388-7171
22 The Defendant: LYNITA NELSON
23 For the Defendant: ROBERT DICKERSON, ESQ.
1745 Village Center Cir.
24 Las Vegas, Nevada 89134
(702) 388-8600

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

INDEX OF WITNESSES

DIRECT CROSS REDIRECT RECROSS

WEDNESDAY, NOVEMBER 17, 2010

PLAINTIFF'S WITNESSES

LYNITA NELSON 6 -- -- --

* * * * *

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

I N D E X O F E X H I B I T S

ADMITTED

WEDNESDAY, NOVEMBER 17, 2010

PLAINTIFF'S EXHIBITS:

210 - Separate property agreement 56

* * * * *

1 LAS VEGAS, NEVADA

WEDNESDAY, NOVEMBER 17, 2010

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

3 (THE PROCEEDINGS BEGAN AT 09:26:43)

4
5 THE COURT: This is the time set in the matter of
6 Eric and Lynita Nelson, case number D-411537. Will everybody
7 state their appearances for the record and we'll get this show
8 on the road in the morning and take a brief recess for that
9 one case. Mr. Jimmerson.

10 MR. JIMMERSON: Thank you, Your Honor. May I please
11 the Court, we are -- we're truncating some of the presentation
12 to get an -- an overall view as we try to work towards a
13 resolutions case. I know that we've not completed the
14 examination of Mr. Nelson, but I would like to call at this
15 time with Mr. Dickerson's consent Lynita Nelson so we can
16 cover some fundamental basis and have her go over the Exhibits
17 Double A and Double B to see where the parties made different
18 terms or proposed distribution of assets and liabilities. So
19 I would like to call the witness and --

20 MR. DICKERSON: Yeah, I -- I have no objection, but
21 I thought we were finished with Mr. Nelson.

22 MR. JIMMERSON: Definitely not. You finished your
23 cross and that's where it ended.

24 MR. DICKERSON: Oh, okay.

1 THE COURT: Yeah. All right. I take it we got
2 through the cross and once we redirect we said we deferred at
3 the --

4 MR. JIMMERSON: That's assuming you needed any.

5 THE COURT: We still got that on the record and
6 didn't even need it, right.

7 MR. DICKERSON: That's right.

8 MR. JIMMERSON: The most scintillating cross.

9 THE COURT: I want you to know we are keeping track
10 of the bottle of waters. You guys will get a bill. That
11 helps to -- to fare the federal -- the -- the state budget and
12 federal budget now.

13 THE CLERK: Please --

14 THE COURT: Please state --

15 THE CLERK: -- stand and raise your right hand. Do
16 you solemnly swear the testimony you're about to give in this
17 action shall be the truth, the whole truth and nothing but the
18 truth, so help you God?

19 THE WITNESS: Yes.

20 MR. JIMMERSON: I will tell you when I was sort of
21 at the side, we had a settlement conference with Judge Marren
22 in Department -- or Courtroom 2. And they were not -- they
23 did not provide water. The same is not part of the --

24 THE COURT: Not part of --

1 MR. JIMMERSON: Not part of it at all.

2 LYNITA NELSON

3 called as a witness on behalf of the Plaintiff and being first
4 duly sworn, testified as follows on:

5 DIRECT EXAMINATION

6 BY MR. JIMMERSON:

7 Q Good morning, Ms. Nelson. Would you please state
8 your name and your residence address for the record, please?

9 A Lynita Sue Nelson, 7065 Palmyra Avenue in Las Vegas.

10 Q And you are married to Eric Nelson?

11 A Yes.

12 Q Your date of marriage, please?

13 A September 13th of 1983.

14 Q Okay. And you have five children in the issue of
15 your marriage.

16 A Yes.

17 Q Their names and dates of birth, please?

18 A Amanda Sue Nelson. She was born March 25th.

19 Q The questions get tougher, Mrs. Nelson.

20 A We just get past the kids. She was born in 1986.

21 Aubrey May Nelson was born August 25th -- I mean, 23rd of

22 1988. Erica Marie Nelson was born April 5th of 1990. Garret

23 Nelson was born -- Lee Nelson was born September 17th of 1994.

24 And Carli -- Carli Marie Nelson was born in '97, October the

1 13th.

2 Q Thank you, ma'am. And as I understand listening to
3 Mr. Nelson's testimony, the two of you separated in the summer
4 or early fall of 19 -- of 2008, is that right, following a
5 trip I believe out of the country?

6 A Actually, a discussion was made in February that we
7 would be divorcing.

8 Q In February 2008? I -- did you separate in 2008?

9 A In different ways, yes.

10 Q Did you physically live in the same house or did you
11 physically live in separate houses?

12 A We physically lived together until June. I believe
13 it was June after one of the children's graduations.

14 Q And when did Mr. Nelson physically reside or move
15 away and then start spending every night at another location
16 than the marital residence?

17 A I'm not particular sure exactly when that was.
18 Possibly in August maybe.

19 Q And did it follow your return with him and the
20 children from an out of the country trip?

21 A Probably.

22 Q And where was the trip that the family took? Was it
23 to China?

24 A We made several trips, actually. There was a

1 graduation trip.

2 Q I'm talking about the one just before you and Mr.

3 Nelson separated --

4 A We made two trips.

5 Q -- in August of 2008.

6 A We made a graduation trip at the end of June and

7 then we -- after that went to China. And we traveled on both

8 of those trips together.

9 Q And -- and who went on -- on those trips together?

10 A The graduation trip was our children where our

11 children and -- and on the trip to China was a large number of

12 Eric's family and our children.

13 Q Okay. Are any of your children married?

14 A Yes. Uh-huh. (Affirmative). Our oldest daughter

15 is married.

16 Q And what is his name, the husband's name?

17 A His name Chris Differ Stromberg (ph).

18 Q Okay. And he's married to whom?

19 A Amanda --

20 Q All right.

21 A -- Nelson.

22 Q And where do they reside?

23 A They live in Pennsylvania.

24 Q And did you -- did Mr. Stromberg accompany you to

1 China?

2 A He did, sir.

3 Q And so it's not just your children, but the son in

4 law as well.

5 A Well, yeah.

6 Q Okay. And then --

7 A I call -- he's kind of a child of mine.

8 Q And how old is he?

9 A He's I think 25.

10 Q And then what members of your family or Mr. Nelson's

11 family also accompanied this -- the -- the five children and

12 one step -- one son-in-law and the two of you. So that's

13 eight. So who else besides the eight of you?

14 A Did you want me to list them by name?

15 Q If you could, please. Yes.

16 A Okay. And then tell you who they are specifically

17 or --

18 Q Just tell me by name and if we don't know who they

19 are --

20 A Okay.

21 Q -- and I'll answer back.

22 A Okay.

23 Q Trying to keep it easy.

24 A Sorry?

1 Q So I'm just trying to keep it easy, keep it simple.
2 A Paul and Susan Nelson, Clarence and Janette Nelson,
3 Chad Nelson, Nola and Paul Harbor, Jessie Harbor, Carlene (ph)
4 and Rosindo (ph), Sophia (ph) and little Rosindo Gutierrez,
5 Alita Nelson (ph). I'm trying to think if I left somebody
6 out. I don't know.
7 Q Okay.
8 A That's all I can think of.
9 Q And are those Eric Nelson's brothers and sisters and
10 their wives or husbands?
11 A Yes, and some of their children. Uh-huh.
12 (Affirmative).
13 Q And Gutierrez -- Gutierrez brought their two
14 children if I understood your testimony correctly?
15 A Yes, sir.
16 Q Any other children besides those two?
17 A Well, Chad and Jessie -- Chad Nelson and Jessie
18 Harbor are our two nephews.
19 Q Okay. So there are four -- four children then of
20 the -- of the brothers-in-laws and sisters-in-laws related to
21 you.
22 A Uh-huh. (Affirmative). Yes.
23 Q Thank you. And then this action for divorce
24 commenced formally in May of 2009, is that correct? By a

1 complaint for divorce filed by your husband?
2 A Yes.
3 Q Okay. And you had retained counsel by then, is that
4 right?
5 A Yes.
6 Q Okay. Now when you separated, did you retain Mr.
7 Burr as counsel?
8 A No, he's --
9 Q When -- when did you retain Mr. Burr as counsel?
10 A Well, he's a family -- he's -- he -- he was -- he's
11 our estate attorney. He's not a family law attorney.
12 Q Did you ever hire him as your family law attorney?
13 A No.
14 (Whispered conversation)
15 Q I'm showing you what's been marked as Proposed
16 Exhibit 213 and I ask you if you're familiar with this
17 document called waiver of conflict.
18 A And you mean if I remember it or recall it --
19 Q Yes.
20 A -- or --
21 Q Are you familiar with the document? Yeah, it's a
22 document called waiver of conflict, states to appear to be
23 signed by Eric Nelson on or about October 28th of 2008.
24 A Okay. I've read it.

1 Q Now does it refresh your recollection that in the
2 fall of 2008 Jeffrey Burr requested of Eric Nelson a waiver of
3 conflict so that Jeffrey Burr could serve as your -- regarding
4 negotiations involving the dissolution of your marriage to
5 Eric?

6 A I wouldn't -- I wouldn't -- he wouldn't be
7 representing the divorce portion of it. I mean, I don't see
8 it that way.

9 Q Okay. Let me ask you a question. Did you hire Mr.
10 Burr to serve as your lawyer in negotiations involving the
11 dissolution of your marriage --

12 A I would --

13 Q -- in the fall of 2008.

14 A I would have to say no.

15 Q Did you have any relationship with Mr. Burr where he
16 was looking out for your interest in the fall of 2008
17 regarding this dissolution of your marriage?

18 A My feeling was that he -- I guess prior to this I
19 always felt that he was -- had been -- had become a friend
20 also. And his concern was for us to come to a resolution
21 without having to go through litigation. So my view was that
22 that's what his purpose was in his advice to us at that time.

23 When this came into play, I don't -- I don't know.
24 I don't really remember that this was being -- that this had

1 been signed to be honest with you, but --

2 Q Okay.

3 A -- his -- he was truly concerned that we would not

4 be where we would not be where we were today.

5 Q Have you seen this document of waiver of conflict

6 before today?

7 A If I had, I don't remember.

8 Q Okay. And you don't recall any conversations

9 between Mr. Nelson and yourself regarding he signing a waiver

10 of conflict to allow Mr. Burr to serve as your lawyer for the

11 purposes of -- of negotiating a settlement?

12 A No, like I said, Mr. Burr is our estate attorney. I

13 don't know how he could do that.

14 Q Do you consider Mr. Burr to be an honest individual?

15 A Yes, sir.

16 Q Did you -- as indicated in this waiver of conflict

17 there was a time when he had served as your and Eric's estate

18 planning attorney. Do you agree with that statement?

19 A I'm sorry, could you repeat that?

20 Q I'll be pleased to. Do you agree that Mr. Burr

21 served as your and Eric's estate planning attorney prior to

22 October 28th of 2008?

23 A Yes, he did. Uh-huh. (Affirmative).

24 Q Okay. What work did he do on your behalf?

1 A Well, Eric had thought that it was important for us
2 to have a trust. And so I remember going down there and he
3 asked Jeff to draft a trust. That's about all I know about
4 that.

5 Q And what --

6 A He didn't discuss a lot of those things with me at
7 all.

8 Q What year did you go down to Mr. Burr's office?

9 A The paperwork shows a one. It's -- it's not a date
10 that I would remember without having seen that.

11 Q Okay. And do you recall having gone to see him in
12 years prior to 2001?

13 A I think there is paperwork maybe in '98 or
14 something. Maybe that's originally when we went was '98.

15 Q And to refresh your recollection, do you recall that
16 it was substantially earlier than that in 1993?

17 A Well, like I said, I just pretty much -- Eric would
18 just tell me I needed to do something. And so I would go down
19 and do it. So if you showed me paperwork and it had '93 on
20 it, then I would totally trust and believe that that's what
21 the year was.

22 Q Have you reviewed any of the exhibits in this case,
23 Mrs. Nelson?

24 A Some, but not that one.

1 Q Let me show you what's been introduced into evidence
2 as Exhibit 81.

3 A Okay.

4 Q And I'll ask if you can identify this document.

5 A What specifically if I could ask did you want me to
6 -- to acknowledge the day or the -- my signature or --

7 Q No. No. I wanted you to understand if you've seen
8 this document before.

9 MR. DICKERSON: Is it 81?

10 A Yes.

11 MR. JIMMERSON: 81, yes. It looks like this, Bob.

12 MR. DICKERSON: This one, March 30th, 2001?

13 MR. JIMMERSON: Yeah.

14 Q And did you create the LSN Nevada Trust on or about
15 May 30th of 2001 as evidenced by Exhibit 81 which I believe
16 madam is in evidence, is that right?

17 MR. DICKERSON: Object -- object to the form of the
18 question?

19 THE COURT: Want to restate your question now, Mr.
20 Jimmerson?

21 MR. JIMMERSON: I don't know what his objection is.
22 What was the objection on my question?

23 MR. DICKERSON: You asked did you form this trust on
24 or about May 30, 2001. It's assuming that she formed the

1 trust.

2 BY MR. JIMMERSON:

3 Q Did you sign the documents where you became the
4 grantor and -- of this trust?

5 A I did sign this. Uh-huh. (Affirmative).

6 Q And why did you create the LSN Nevada Trust?

7 A Well, I was told that in -- it was important for us
8 to protect our assets. And in doing so we needed to have them
9 separate. I -- I was concerned about having things separate
10 in our marriage. I just didn't feel it was in the best
11 interest to start separating things. I had a real concern
12 about it. I discussed that with Eric. I wasn't -- didn't
13 understand it.

14 I didn't really at the time feel that financially it
15 would ever prove this he was telling me it was to protect our
16 assets, that I thought it was important that we stuck together
17 as a -- as a husband and wife on the business side of it. I
18 -- financially I didn't understand or know at the time or --
19 or think that it was worth doing that.

20 However, he assured me that it was important to put
21 our assets that were free and clear in a separate trust to
22 protect them from anybody who might want to come and sue us or
23 challenge us because of businesses that he had entered into.
24 One was in Mexico and -- and I'm thinking that the one in

1 Mississippi.

2 So he made an appointment and we went down and --
3 and talked to Jeff. And Jeff told me that this was what --
4 you know, what people do to try to protect their assets from
5 creditors and -- and as a business strategy is why -- why they
6 do it.

7 Q And Mr. Burr signed the document at Page 32, is that
8 right, ma'am?

9 A Well, there's a signature, yeah. I would assume
10 that he signed that.

11 Q Okay. And -- and the page before, Page 31 is your
12 signature?

13 A Yes, sir.

14 Q And you signed that on or about the day indicated,
15 May 31 of 2001?

16 A That says it's notarized. Uh-huh. (Affirmative).

17 Q All right. And you did so at Mr. Burr's office?

18 A Yes. Uh-huh. (Affirmative).

19 Q Edith Plummer (ph) is an employee of Mr. Burr?

20 A I'm sorry?

21 Q Edith Plummer is an employee of Mr. Burr, a notary,
22 who was present to see you sign the document?

23 A Yes.

24 Q All right. And who is Lana Martin who is called the

1 distribution trustee?

2 A She is a secretary -- or was a secretary in Eric's
3 office and a friend of ours.

4 Q And to see that she signed the document on or about
5 June 7, 2001, about a week later.

6 A Where is that found? It looks like that's signed --

7 Q The next page.

8 A -- the same --

9 Q It's right above Jeffrey Burr's signature, Page 32.

10 A Actually, that's Shelly Newell (ph).

11 Q No, it has attesting to Lana Martin coming into the
12 office on --

13 A Oh.

14 Q -- on June 7th --

15 A And -- and --

16 Q -- of 2001.

17 A Okay. I see that. Uh-huh. (Affirmative).

18 Q Because Lana Martin wasn't present when you signed
19 it on May 30th of 2001, was she?

20 A That's right, sir.

21 Q So you are the trustor and the investment trustee,
22 do you see that? Yes?

23 A Yes.

24 Q What does it mean to be the trustor?

1 A I'm not sure.

2 Q What does it mean to be the investment trustee?

3 A Well, it's supposed to give me some responsibility

4 but I'm not quite sure -- at -- at that time I didn't

5 understand what that was.

6 Q Do you understand what it is today?

7 A A little more so.

8 Q Well, then tell me what your understanding is today.

9 A Well, I'm supposed to be responsible for the items

10 that are held within that trust and that that's about all I

11 know.

12 Q All right. And have you read the terms of this

13 trust, ma'am, at -- at present day?

14 A I have not read this one. No, I haven't read it for

15 years.

16 Q And did -- did you ever read it?

17 A I've had -- I've had someone within like the past

18 year I've had some people explain it to me and I've learned

19 more about it.

20 Q Who are they?

21 A Jeff Boyce had gone over it. And Jeff at the time

22 had gone over it with me. And I had talked to Barbara -- I

23 mean, at the time, you know, they explain it to you and you

24 talk to people, but --

1 Q What is Barbara's last name?

2 A Barbara Morelli had gone over and explained some
3 things. When I had questions like within the last few years,
4 I call her and ask her things. It's just right now it -- the
5 information that I retained is more immediate information.
6 And I've had a lot of things I needed to remember. So there's
7 -- there's some things that I just don't retain.

8 But at the time that I did this, I really didn't
9 understand I was doing it, because Eric told me this is -- it
10 was important and I needed to do it for us and the family.

11 Q And did Mr. Burr tell you that it was important for
12 the family?

13 A No, that -- he just I think was just doing his job.
14 I -- we --

15 Q What did he tell you with regard to signing this
16 document prior to your signing?

17 A Well, he told me that because whenever you separate
18 trust like this that I should seek advice of counsel before I
19 signed it. And I believe I went to that attorney's office to
20 actually sign it. I don't recall.

21 Q What was the lawyer's name?

22 A I can't tell you. I have no idea.

23 Q Maybe you just forgotten?

24 A I -- I don't know.

1 Q Well, when you said you went to a lawyer's office --
2 A Yeah, I mean, we're talking a lot of years ago. I
3 don't --
4 Q You're talking nine years ago. Yes, ma'am.
5 A So I don't know.
6 Q Okay. So you're can't tell me the lawyer's name,
7 but you went to that lawyer's office.
8 A Well, originally. Originally when I said -- when we
9 did -- when we separated the trust.
10 Q You mean in 1993?
11 A No, I don't think we had a separate trust then. I
12 think that was us together. It was the Nelson Family Trust, I
13 think. I'm not sure. You'll have to tell me, because I don't
14 recall.
15 Q So now if I understand your testimony, you have
16 never actually --
17 A Is this the -- go ahead.
18 Q You never actually read this document, correct?
19 A Not all the way through. I've had people explain it
20 to me.
21 Q Did you have somebody, Mr. Boyce for example and Ms.
22 Morelli explain this to you in 2001?
23 A Oh, no.
24 Q So when did you ask them to explain it to you?

1 A Well --

2 Q When's the first time?

3 A Well, I mean, they talk to you about it when you're
4 there a little bit, but it's really fast. And I relied on
5 Eric to explain it to me and tell me everything, but he would,
6 you know.

7 MR. DICKERSON: I don't think she understood the
8 question, Your Honor. I think the question was directed at
9 Boyce and Morelli.

10 MR. JIMMERSON: It was.

11 A Jeff Boyce I -- I wouldn't have talk to them at this
12 time. I would not have counseled with them about this.
13 Barbara Morelli is Jeff Burr's assistant. And so, you know,
14 when you're there and they're signing it, they tell you okay,
15 you're signing this. This is what this means. And this is --
16 I don't -- at the time I didn't know enough about it to even
17 ask the question -- to know what questions to ask.

18 Q And what did Mrs. Morelli tell you in May of 2001
19 about this document prior to you signing it?

20 A Well, they go through and just explain this is what
21 this means. This -- you're supposed to have meetings. You're
22 supposed to sign this document and every year and talk about
23 meetings that you have in that. But Eric did that. He would
24 have his secretary sign --

1 Q Did you ever visit --

2 A -- the meetings.

3 Q Did you ever visit Mr. Burr's office following May
4 of 2001?

5 A I didn't. There were actually meetings that took
6 place and I was not invited to those.

7 Q So it's your testimony that after May of 2001 you
8 had no further meetings with Mr. Burr regarding this document?
9 Is that your testimony?

10 A I have been to Mr. Burr's office with Eric several
11 times. It was on unrelated matters, I believe. But when the
12 trust is supposed to be updated and information in that, I had
13 asked to go and know about it. But he would take his
14 secretaries instead, so --

15 Q So what were the matters then that you were at Mr.
16 Burr's office several times following May of 2001 that you say
17 were quote, unrelated, end of quote?

18 A Well, there was -- Eric was wanting to setup trusts
19 for the children. And that was the most recent one that I
20 remember. And -- and he had come in and asked me to sign it.
21 Usually when he asks me to sign papers it wasn't at a table or
22 at a meeting. I was usually in the kitchen or the bathroom or
23 something. And so --

24 Q I'm talking about the meetings with Mr. Burr. So

1 I'm talking --

2 A So --

3 Q -- tell me what documents you were with Mr. Burr
4 several times.

5 A He came in and asked me to sign some paperwork and
6 told me it was for the kids' trust. So I read it. And I had
7 concerns about what I understood and wanted to understand it
8 better. So I called Barbara Morelli and at the time she
9 wasn't aware of my concerns for Eric and our's relationship or
10 the trust issues that I had. And so I -- I just asked a few
11 questions and I realized that I wasn't comfortable with that.
12 And so I told Eric I wouldn't sign it until we met that I
13 wanted to -- I had some questions. And so I wanted to talk to
14 Jeff about them. And then I would consider signing them. So
15 I made an appointment with Jeff and we went down there and met
16 at that time.

17 Q And did you sign those documents?

18 A After some things were changed I believe I did.

19 Q Okay. And so your --

20 A Some changes needed to occur because I wasn't
21 involved in it.

22 Q And with the changes made, your -- your concerns
23 were alleged at least to the point of your voluntarily signing
24 the documents, correct?

1 A Yes, but to be honest with you, I don't know that
2 Eric -- I don't know how that all played out. I know trusts
3 were set up and bank accounts were opened and money was put in
4 there. And property was transferred. I'm just hoping it was
5 the right trusts that it all came out of it all.

6 Q Okay. Well, did you read those trusts? The trust
7 that you signed after changes were made and your concerns were
8 satisfied, is that right?

9 A I trusted Jeff that the changes were made and that
10 what I was signing was the new -- the new changes and --

11 Q May I conclude from your answer the answer is no,
12 that's what your -- I didn't read them?

13 A Probably not all the way through. No, sir.

14 Q Referring to your trust of 2001, the LSN Nevada
15 Trust, did you understand that the trust was an irrevocable
16 trust as part of this asset protection plan?

17 A I'm sure I was told that, sir, but my definition I
18 never went on and -- and I couldn't -- I couldn't give you a
19 definition of it today.

20 Q All right. So we're sitting here in 2010 nine years
21 after and three years of litigation you can't tell me what the
22 word irrevocable means when it's used in the phrase
23 irrevocable trust?

24 MR. DICKERSON: Object to the argumentative form of

1 the question, Your Honor.

2 MR. JIMMERSON: I'll revise the question.

3 BY MR. JIMMERSON:

4 Q Can you tell me --

5 MR. DICKERSON: Thank you.

6 Q -- what the words irrevocable trust mean today after
7 three years of litigation with your husband in this court?

8 A No.

9 Q Okay. Did anyone stop you from reading this
10 document in the last nine years, ma'am?

11 A No.

12 Q If you focus your attention to Page 1 of the
13 document, Paragraph 2.1., beneficiaries? Okay. The category
14 is called Article 2, beneficiaries of trust name? Do you have
15 that in front of you, ma'am? Is the answer yes?

16 A Yes.

17 Q You need to answer loudly. Thank you. 2.1,
18 beneficiaries. The trust shall be for the benefit of LSN and
19 for other beneficiaries named here. The name of the now
20 living spouse of the trustee, of the trustor is Eric L.
21 Nelson. The names of the five now living children of the
22 trustor are Amanda Nelson, Aubrey Nelson, Erica Nelson, Garret
23 Lee Nelson and Carli Nelson. And they all -- and -- and they
24 shall hereinafter be referred to for purposes of the trust

1 agreement as the quote, children of the trustor in accord who
2 shall also be permissible and beneficiaries, end of quote. Do
3 you see that, ma'am?

4 A Yes, sir.

5 Q By review of this document, would you agree with me
6 that Eric Nelson has no control over this trust?

7 MR. DICKERSON: Object to the form of the question.

8 MR. JIMMERSON: She can answer the question, Your
9 Honor.

10 THE COURT: I was going to say if she understands,
11 if you know what your understanding of --

12 THE WITNESS: Well, I understand that it may read
13 that. However, that's not how --

14 MR. JIMMERSON: Your Honor, can I have her answer my
15 question?

16 THE WITNESS: Maybe you should restate it for me,
17 could you?

18 BY MR. JIMMERSON:

19 Q No, I'm going to say the same question because I
20 think it's a good question.

21 MR. DICKERSON: I'm going to object.

22 Q Isn't it true --

23 MR. DICKERSON: It calls for -- calls for --

24 Q -- that you --

1 MR. DICKERSON: -- a legal conclusion.

2 Q -- you understood Eric Nelson had no ability or
3 influence to the trust by his terms?

4 MR. DICKERSON: Object to the form of the question.

5 THE COURT: Overruled. You can ask the question.
6 Do you -- do you know what it meant, what your understanding
7 of what it meant?

8 MR. DICKERSON: Well, Your Honor -- Your Honor --

9 THE WITNESS: I need to --

10 MR. DICKERSON: Can I object to -- what does it say
11 here? It just says it doesn't say what the -- it doesn't even
12 say what that question says. It just says that Eric's the
13 living spouse and it identifies the children. Where is it?

14 MR. JIMMERSON: Judge, I don't understand. What's
15 the difficulty? Isn't it true that the -- the --

16 THE COURT: He asked a question.

17 MR. JIMMERSON: -- distribution of assets is left to
18 either yourself or to Lana Martin's discretion in 2001, the
19 distribution trustee?

20 MR. DICKERSON: To -- to which --

21 THE WITNESS: It was --

22 MR. DICKERSON: -- I object that provision that he
23 just read. Certainly doesn't say that. So if he wants a
24 director to --

1 MR. JIMMERSON: I'm asking her understanding,
2 counsel. I don't need to point out position.

3 THE COURT: You can ask -- you can ask what is your
4 understanding as to --

5 THE WITNESS: I -- I need to answer more than a yes
6 or a no though, is that fine?

7 THE COURT: Absolutely.

8 THE WITNESS: The way that -- the way that I saw a
9 marriage being is that --

10 MR. JIMMERSON: Your Honor, I move to strike the
11 answer. I didn't ask about a marriage being. I'm asking what
12 the document says and what her understanding was in 2001. Mr.
13 Dickerson can ask on redirect about --

14 THE COURT: Yeah, they can expand it a little more.
15 But what -- what is your understanding as far as how that
16 worked, how the trust worked, who controlled the property?
17 Did you have an understanding?

18 THE WITNESS: I under -- yes, sir. I'm sorry.

19 THE COURT: That's okay. I --

20 THE WITNESS: I understood that -- that Eric and I
21 -- that Eric and I would work together on making this work.
22 Legally as far as me like -- you -- you just don't do that in
23 a marriage. I mean, it was something we were doing together.
24 This was purely to protect our assets. That's how I saw it.

1 BY MR. JIMMERSON:

2 Q Okay. And did you understand that under the terms
3 of the agreement that this would be a separate property trust,
4 that the assets placed in this trust would be deemed for legal
5 purposes and for reporting to the IRS as your separate assets?

6 MR. DICKERSON: Object to the form of the question.
7 Calls for a legal conclusion.

8 THE COURT: And so did you --

9 MR. JIMMERSON: I'm entitled to her understanding.

10 THE COURT: Did you understand that to be her
11 separate property or would you consider the property not what
12 legally, we'll get to that, but the law on that, but did you
13 understand to be your -- your property? I guess that was the
14 question.

15 THE WITNESS: It was ours. It was always ours.
16 Eric told me that we're just doing this for -- to protect the
17 assets. It's -- it's always going to -- it's ours. There was
18 nothing legal that was ever going to say this was mine over
19 yours. That's just silly. A marriage can't exist with things
20 like that I -- of -- in my mind.

21 MR. JIMMERSON: Your Honor, the answer is
22 non-responsive to the question.

23 MR. DICKERSON: Objection.

24 THE COURT: I think she said --

1 MR. DICKERSON: It was very responsive.

2 THE COURT: -- her understanding was it was our
3 property on that. As far as what the trust provides for her,
4 her understanding was it was -- our property worked together
5 --

6 MR. JIMMERSON: And --

7 THE COURT: -- as husband and wife.

8 MR. JIMMERSON: -- is there any --

9 THE COURT: Why don't we take a good break now for a
10 few minutes so I can sneak out of the case in real quick. You
11 can leave everything right there. This is going to come into
12 a quick plea. Do you want to go off and just -- it should
13 take less than five minutes. I -- that way we can get a
14 chance to -- I'm going to get this plea done so we can -- why
15 don't you bring them in real quick and then we'll get them in
16 and out and don't want to get them out there too much longer.

17 (Off record)

18 THE COURT: Continuing the matter of Eric and Lynita
19 Nelson, case number D-411537. We took a brief recess so the
20 Court could deal with another case. Mr. Jimmerson, you can
21 continue where you left off.

22 MR. JIMMERSON: Thank you, Judge, for your time,
23 sir.

24 BY MR. JIMMERSON:

1 Q What role did Lana Martin was she planned of the
2 2011 irrevocable trust if you recall?

3 A Well, I believe her title was distribution. And so
4 I believe that she had authority to -- it's easier if I tell
5 you this. This is how it was explained to me, Eric, that it
6 was really important for us to both agree and have somebody
7 that we can trust. And I felt that at the time that we did
8 this that she was somebody that we could trust. She was also
9 in the office and he liked that because it was convenient for
10 him to have somebody in his office that played this part.

11 Q And so she was in charge of distributing trust
12 assets, is that a fair statement?

13 A She would have --

14 MR. DICKERSON: Object to the form of the question.
15 Again, it calls for a legal conclusion.

16 BY MR. JIMMERSON:

17 Q Is that what your understand was --

18 THE COURT: As far as --

19 Q -- was that she was charged with distributing trust
20 assets?

21 THE COURT: You know, for any ongoing questions we
22 got to -- just basically what your understanding is of --

23 MR. JIMMERSON: Correct.

24 THE COURT: -- legal conclusions be up to the Court

1 based on the law and the agreements and just what your
2 understanding what you thought it meant or --

3 THE WITNESS: I -- I didn't understand that it was
4 -- that she would actually distribute assets but that -- that
5 I guess that she would need to approve it. And she worked for
6 Eric, so she wouldn't not agree to it, so --

7 BY MR. JIMMERSON:

8 Q Okay. Have you ever instructed her or requested her
9 to make a distribution of trust assets of your separate
10 property trust?

11 A I have never had that relationship with her. Eric's
12 always done that.

13 Q Okay. Would you turn to Page 13, Article 8 again?
14 Do you see at the bottom of the page is Article 8 --

15 A Yes.

16 Q -- the irrevocable trust, Page 13?

17 A Yes.

18 Q And it's -- the words are quote, the trust is
19 irrevocable and may not be altered or amended or revoked, end
20 of quote. Do you see that?

21 A I do.

22 Q Okay. What does that sentence mean to you? Since
23 you don't understand the word irrevocable according to your
24 testimony, what do the words it may not altered or amended or

1 revoked mean to you?

2 A That it can't be changed, but I -- I do understand
3 that you can make amendments to it.

4 Q And did you make amendments to your separate
5 property trust?

6 A I couldn't tell you about this specific one at the
7 time. I -- I have since made changes to it.

8 Q Have you changed the successor distribution trustee?
9 Have you changed Lana Martin as distribution trustee?

10 A Yes.

11 Q Okay. So you knew that you could do that, right?

12 MR. DICKERSON: Object as to foundation and timing,
13 Your Honor.

14 MR. JIMMERSON: I agree.

15 BY MR. JIMMERSON:

16 Q When did you change and when did you cause your
17 separate property trust to no longer employee Lana Martin as
18 the distribution trustee?

19 A Well, I can't tell you the date, but --

20 Q Can you tell me the year?

21 A I can't. It was under the direction of Eric.

22 Q Okay. Is it -- and -- and obviously since it's
23 2001, was it in the last year or two or was it the mid-2000s?

24 A I believe it quite possibly could be '07 is when we

1 changed the distribution.

2 Q And -- and you --

3 A Or -- or possibly two times before that. I'm not
4 sure.

5 Q And on how many occasions if more than one have you
6 changed the distribution trustee?

7 A I remember the late -- the -- the last time that we
8 changed it.

9 Q And if that occurred in 2007 of whenever it
10 occurred, who is the new distribution trustee that you
11 approved?

12 A I believe it's Nola Harbor.

13 Q Okay. And who is Nola Harbor

14 A Eric's sister.

15 Q All right. And why was there a change from Lana
16 Martin to Nola -- to Nola Harbor?

17 A I was told that there was a situation at the bank.
18 Eric wanted to make some changes or -- that -- that's how I
19 recall right now and that the -- this is what he told me at
20 the time and at the time I believed what he was telling me,
21 that there was an issue and the bank requested -- or said that
22 Lana Martin was going to have to approve the changes, that
23 Eric couldn't do them without the bank knowing that Lana could
24 make those changes. And he appeared to be really upset about

1 it and frustrated and said we have to change this.

2 Q And was -- what bank were talking about, please?

3 A I don't know, sir.

4 Q Okay. Is Lana Martin married to a banker?

5 A She's married to who is now the president of BNY
6 Mellon.

7 Q Okay. Was the bank that Mr. Nelson referring to,
8 his bank, Mellon, in -- in 2007?

9 A I don't know, sir.

10 Q Okay. So in any event, you asked Mr. Burr -- Mr.
11 Burr to prepare documents that changed to Lana Martin,
12 dropping her as distribution trustee and -- and Nola Harbor as
13 distribution trustee for your separate property trust, is that
14 right?

15 A I believe that that was done --

16 Q And you went to Mr. Burr's office and signed those
17 documents --

18 A I don't recall.

19 Q -- changing the distribution trustee?

20 A I don't recall that?

21 Q Where were you when the sign the documents that
22 changed distribution trustees from Lana Martin to Nola Harbor?

23 A I don't know, sir. I sign a lot of documents.

24 Q Does Lana -- excuse me. Does Nola Harbor remain the

1 distribution trustee today to the present today to the best of
2 your understanding?

3 A No, I've changed that. I've changed my trust.

4 Q Okay. So when did you change your trust?

5 A This year.

6 Q Of 2010?

7 A Uh-huh. (Affirmative).

8 Q And what lawyer helped you do that if there was a
9 lawyer involved?

10 A Jeff Boyce.

11 Q And how do you spell his last name?

12 A B-O-Y-C-E.

13 Q Thank you. And what firm is he with? Is it Boyce &
14 Associates?

15 A Boyce & Gianni.

16 Q Boyce & Gianni.

17 A Uh-huh. (Affirmative).

18 Q I'm not familiar with them. Thank you. And when in
19 2010 did you make that change?

20 A It's just been in the past few months. And, you
21 know, I -- I might have changed it with Jeff prior to that. I
22 -- I just don't recall today. I didn't --

23 MR. DICKERSON: For the record, which Jeff are we
24 referring to?

1 THE WITNESS: Oh, I -- I might have changed it with
2 Jeff Burr prior to this change with Jeff Boyce. But I
3 remember the Jeff Boyce one because it's more --

4 MR. JIMMERSON: Okay.

5 THE WITNESS: -- recent.

6 Q All right. And if you changed it to -- to Jeff
7 Burr, do you know who would have been -- what changes were
8 made?

9 A You mean since -- since -- from Lana? I think there
10 was a change between Lana and Nola, but Nola was the last one.
11 And I -- I obviously have an opinion of why that all happened
12 and you --

13 Q All right.

14 A -- probably don't want to hear that.

15 Q So who is your new distribution trustee now?

16 A It is Jan Van Boerum and Reed.

17 Q How do you spell that? And Jan --

18 A And --

19 Q -- is spelled Jan, J-A-N. And how do you spell Van
20 Boerum?

21 A And her name -- her -- her name actually is Connie
22 Jan Van Boerum. It's V-A-N B-O-E-R-U-M.

23 Q And -- and did you say something about Reed?

24 A Reed, R-E-E-D.

1 Q What is that, her last name?
2 A No, that's her husband.
3 Q I see. So Jan Van Boerum-Reed, is that the proper
4 name?
5 A And Reed and Jan Van Boerum.
6 Q Oh, he's the first name.
7 A It's --
8 Q I'm sorry.
9 A Yeah, I'm sorry.
10 Q So are they the two -- are they both listed as your
11 distribution trustees or is one for example the primary and
12 the second is his successor?
13 A Yeah, that's -- they like to have more than one.
14 Q All right. And why did you change distribution
15 trustees a few months ago?
16 A Well, the relationship with Nola -- I don't have a
17 relationship with her.
18 Q Okay.
19 A And haven't had for a number -- quite a few years.
20 Probably ever since she's become the distribution trustee I
21 haven't had a relationship with her.
22 Q And when was the first time that you ever consulted
23 with Jeff Boyce regarding your separate property trust,
24 Exhibit 81, in evidence?

1 A Just a couple months ago.

2 Q And did he review and discuss the terms of this
3 trust with you at that time?

4 A He did.

5 Q Okay. And what did he tell you whereas how this
6 trust works?

7 MR. DICKERSON: Object, Your Honor. The
8 attorney-client privilege.

9 THE COURT: You can -- it's about what your
10 understanding is, not what the counsel told you. All right.
11 I want to make sure you don't say anything that would --
12 BY MR. JIMMERSON:

13 Q After that explanation, what is your understanding
14 of how this trust works?

15 A Well, it -- that it protected assets that I would
16 put in it or that -- that are in it really. And I mean, with
17 the case as it is --

18 Q And did you -- have you made efforts to -- to
19 identify what assets are owned by your trust, the irrevocable
20 separate property trust?

21 A I am aware of them by looking at the asset sheet.

22 Q And you believe the asset sheet to be accurate to
23 the best of your knowledge, is that a fair statement?

24 A Yeah, but I mean, I still -- I mean, I still don't

1 see them as really being mine. I mean, they're still Eric and
2 ours. The -- this -- this trust was -- this trust was for
3 what Eric would do when he would put all of the free and clear
4 assets he told me. We're going to put all the free and clear
5 assets and all the assets that don't have any problems or
6 issues or can't be challenged in -- in your trust and then I'm
7 going to put the ones that are a little more risky and a
8 little more challenging or -- or could be open to litigation
9 in mind. And then if they come after me, then we have all of
10 yours, what's in your trust, you know, protected. That's --
11 it's -- it's ours. It's --

12 Q And doesn't that make sense to you? And it must
13 have made sense to you at the time --

14 A You know --

15 Q -- because you went along with that fine. You
16 agree.

17 A Not necessarily. No, I disagree.

18 Q So the explanation doesn't make sense to you, ma'am?

19 MR. DICKERSON: No, I -- I object to his compound
20 nature of his question. I --

21 MR. JIMMERSON: Does that explanation --

22 MR. DICKERSON: Which question was she answering,
23 the first, second or third?

24 THE COURT: Again, why don't you kind of rephrase it

1 so we do one at a time.

2 BY MR. JIMMERSON:

3 Q When Mr. Nelson told you that he wanted to put the
4 safe assets, assets that had no liabilities against us or
5 limited liabilities in your trust, the LSN irrevocable trust,
6 separate property trust, and he wanted if not to have the more
7 risky use of the riskier assets that might have mortgages in
8 his trust, did that make sense to you?

9 A It concerned me.

10 Q So it did make sense to you, is that right?

11 A It concerned me.

12 Q So please answer my question. It didn't make to
13 you? And as I sit here --

14 MR. DICKERSON: Been asked and answered, Your Honor.

15 Q -- it makes a lot of sense to me. It didn't make --

16 MR. DICKERSON: It's been asked --

17 Q -- sense to you at the time?

18 MR. DICKERSON: It's been asked and answered.

19 A It wasn't an issue --

20 THE COURT: Overruled. You can --

21 A -- Your Honor as whether or not it made sense of --

22 BY MR. JIMMERSON:

23 Q Well, as you sit here today now through three years
24 of litigation and a lot of time to think about it, doesn't

1 that kind of division make sense to you, ma'am, common sense?

2 A When it's put that way, I -- I didn't want to be
3 involved in anything that was risky or questionable or that
4 would open yourself up to litigation. So in saying that, I
5 feel like I just need you to understand where I'm coming from
6 on that.

7 Q I do, ma'am.

8 A Is it smart as a businessman -- one businessman may
9 think it's really smart. For me as a business move, I didn't
10 want to be involved in things that were concerning to me like
11 that.

12 Q And you communicated your desires to Mr. Nelson,
13 correct?

14 A Of course.

15 Q Okay. And you did so as early as 1993 when you
16 first started your trust, isn't that true?

17 A He used to call me his concerning soul.

18 Q So is the answer to my question yes, that was the
19 concern you expressed as early as 1993 when you started your
20 trust work?

21 A From the day we were married and while we were
22 dating.

23 Q And just to further this process, one of the areas
24 that you wanted no involvement with was gaming, correct?

1 A That's not true.

2 Q So it -- then -- then the statement by Mr. Nelson
3 that you did not want to have anything to do with the gaming
4 investments and thus the gaming investments were placed into
5 Mr. Nelson's trust is an untrue statement?

6 A Yes.

7 Q Okay. What was your business with regard to gaming
8 involvement and gaming assets?

9 A My entire -- my entire purpose as a wife was --

10 MR. JIMMERSON: Mrs. Nelson, that is non-responsive.
11 Your Honor, I move to strike the beginning of that answer --

12 THE WITNESS: I don't know.

13 MR. JIMMERSON: -- as non-responsive.

14 MR. DICKERSON: Well, I think she was attempting to
15 respond.

16 MR. JIMMERSON: My entire purpose of a wife? The
17 question is then what is true relative to your position of
18 investing in gaming assets.

19 MR. DICKERSON: And that's an open ended question.

20 MR. JIMMERSON: And it's --

21 MR. DICKERSON: He asked her an open ended question
22 and she's responding.

23 THE COURT: Sustained. Why don't you -- why don't
24 you ask -- as far as -- as far as this is on that, your

1 attorneys are going to get a chance to expand a little bit
2 farther in your answers.

3 BY MR. JIMMERSON:

4 Q When did Mr. Nelson first --

5 THE COURT: What was your interest in the gaming?
6 He -- basically --

7 Q When did Mr. Nelson first --

8 THE COURT: -- that's not true that you didn't want
9 any part of gaming. It's just was the question. You said
10 it's not true, right?

11 MR. DICKERSON: She answered that no.

12 MR. JIMMERSON: She said yeah. She -- she said that
13 it's --

14 THE COURT: That's it not true.

15 MR. JIMMERSON: -- not her position.

16 THE COURT: All right.

17 MR. JIMMERSON: So --

18 THE COURT: Okay. Why don't you followup.

19 THE WITNESS: That --

20 BY MR. JIMMERSON:

21 Q What -- what is true --

22 A Okay.

23 Q -- relative to Mr. Nelson's investment in gaming
24 assets?

1 A Well, I see it as ours. I don't see it as Eric's
2 individually. It affected our entire family. I saw it when
3 he came to me and said he's been involved in Mississippi and
4 land. We have been for many, many years. Okay. It was in
5 the -- I told him when he said -- came to me and said this is
6 what I want to do. I said I don't believe this is in the best
7 interest of me or the children or our marriage for you to do
8 this.

9 Okay. When he went on and did as he has done, he
10 set a pattern of involving himself in it any way. I was
11 always supportive of him. I supported him. So because I
12 didn't want us to do that and that was my decision, does it
13 mean that -- I mean, how can you be married and just say
14 that's yours and that's -- this is mine? It's -- it's absurd.

15 Q Was it agreed between the two of you ma'am that
16 because of your position that you didn't want to be involved
17 in risky investments in which gaming certainly would be
18 categorized as one, that that is why those investments are
19 placed in Eric Nelson's separate property trust as opposed to
20 Lynita Nelson's separate property trust?

21 MR. DICKERSON: Object to the form of the question.
22 It mischaracterizes her testimony.

23 THE COURT: Overruled. You can answer it if you
24 cane. Basically he's asking is -- I think it's pretty

1 straightforward.

2 THE WITNESS: Can I ask you if I understand it?

3 THE COURT: Yeah, sure.

4 THE WITNESS: Like are you asking do I consider
5 gaming risky?

6 BY MR. JIMMERSON:

7 Q No, I'm asking you is there a reason -- that's a
8 fair point. Do you consider the gaming investments that Eric
9 made risky?

10 A I didn't understand them to be financially risky.

11 Q They're investments you didn't agree with, correct?
12 You just told us that.

13 A Getting into the gaming section, I'm not
14 specifically saying this particular gaming venture. He was
15 involved and involved in -- in one in Mexico. And did I think
16 that was highly risky? Absolutely.

17 Q So that investment would be in his separate property
18 trust pursuant to your agreement, correct?

19 A I don't believe --

20 MR. DICKERSON: Object to the form of the question.
21 Again, pursuant to who's agreement? She's made it pretty
22 clear.

23 MR. JIMMERSON: She's testified Your Honor they had
24 an agreement that the riskier investment would be in his trust

1 and the safer investments particularly the ones that were paid
2 for and had no mortgage would --

3 MR. DICKERSON: No.

4 MR. JIMMERSON: -- be in hers.

5 MR. DICKERSON: No. She testified that Eric told
6 her that that's what he was doing.

7 MR. JIMMERSON: No, that's not true. I asked her if
8 that's what she agreed and she said yes.

9 THE WITNESS: Well, I didn't have --

10 MR. JIMMERSON: Specifically I asked her if she
11 agreed and she said yes.

12 THE WITNESS: -- control over that though, sir.

13 THE COURT: Overruled. You can --

14 THE WITNESS: I didn't have control over that. He
15 put things where he wanted them to be. What -- no, it didn't
16 --

17 MR. JIMMERSON: And it made sense to you, correct?

18 THE WITNESS: -- matter what I made.

19 MR. JIMMERSON: And it made sense to you, correct?

20 MR. DICKERSON: Objection, he's interrupting her,
21 Your Honor, if she may finish her answer.

22 THE WITNESS: Well, it should have been discussed
23 with me. I should have understood that. It -- to ask me now,
24 I have a lot of hindsight about things. But to ask me at the

1 time, I didn't know enough about it to -- he -- I wasn't aware
2 of those types of things to make a decision, sir.

3 BY MR. JIMMERSON:

4 Q Over the years you've signed many deeds placing
5 property in your trust, correct?

6 A I have signed a lot of paperwork. Yes, I have.

7 Q Okay. And you have benefitted your trust by doing
8 so, correct?

9 MR. DICKERSON: Object to the form of the question.

10 BY MR. JIMMERSON:

11 Q You have added assets by signing deeds that are
12 titled in your separate property --

13 MR. DICKERSON: Again, I object to the form of the
14 question.

15 Q -- over the years, correct?

16 MR. DICKERSON: Assets have been taken out of her
17 trust.

18 THE COURT: Have you -- this has the same benefit.
19 Have you put assets into your trust over the years into the
20 LSN Trust?

21 MR. DICKERSON: I mean, she wouldn't need to be
22 signing documents to put it in. She needs it to sign
23 documents to have it taken out.

24 MR. JIMMERSON: She also needs to sign documents to

1 put them in as well.

2 MR. DICKERSON: And I disagree with you.

3 THE COURT: And have you --

4 MR. JIMMERSON: Well, I'll show examples.

5 THE COURT: Yeah. But have you -- have you --

6 THE WITNESS: We have to start with the question
7 again --

8 THE COURT: Yeah, like I said our first --

9 THE WITNESS: -- because I get confused.

10 THE COURT: -- first question is have you put -- are
11 you aware of assets being put into the LSN Trust over the
12 years? Documents you signed --

13 THE WITNESS: I --

14 THE COURT: -- properties --

15 THE WITNESS: I did sign -- I did sign paperwork.
16 And at the time there was like a short explanation, like he
17 had saved -- you need to sign this.

18 THE COURT: But you're aware the property was going
19 in to the trust, right?

20 THE WITNESS: Sometimes --

21 THE COURT: Okay.

22 THE WITNESS: Sometimes properties were going in and
23 sometimes they were going out. And sometimes it was like
24 given to -- like sometimes it -- there wasn't any really a

1 financial benefit I don't think from. Although I just -- like
2 I said, most of the times I was asked to sign paperwork I was
3 standing at the sink getting ready or doing something with the
4 kids and I said can you explain this to me. And there is a
5 number of reasons that I was always given. And after awhile
6 you just -- you just do it because you trust him.

7 The problem was is when I -- when the -- the trust
8 was questioned. So while I trusted him, yes, I did do that.

9 THE COURT: Okay. So the property did go away and
10 it did go out over the years. Whether or benefitted or not,
11 you couldn't say. It depends what --

12 THE WITNESS: I don't --

13 THE COURT: -- some went in and probably went in and
14 went out over the years of the trust.

15 THE WITNESS: Absolutely.

16 THE COURT: Okay.

17 THE WITNESS: Yes.

18 THE COURT: Fair enough.

19 THE WITNESS: Yeah, because at that time there was a
20 trust there.

21 THE COURT: Okay.

22 MR. JIMMERSON: The copies of 210, 84, please.

23 BY MR. JIMMERSON:

24 Q Let me show you please Proposed Exhibit 210,

1 separate property agreement. Ask if you recognize this
2 document.

3 MR. DICKERSON: Is this in the book?

4 MR. JIMMERSON: No, I don't think so.

5 MS. POLSELLI: 210 and 84 are over at that page
6 you're at -- 84 is in your book.

7 MR. JIMMERSON: 84, so --

8 MR. DICKERSON: But 210 is a new exhibit?

9 MR. JIMMERSON: It is, Here's 84, Judge. It was in
10 our handbook.

11 MR. DICKERSON: I noticed this is not bank stamped.
12 Was this provided to us?

13 MR. JIMMERSON: I know it was given to you today. I
14 don't know about your -- I know it was exchanged between the
15 parties --

16 MR. DICKERSON: Okay.

17 MR. JIMMERSON: -- during the course of discovery.

18 BY MR. JIMMERSON:

19 Q This is the -- the first -- this is an agreement
20 reached by you and Mr. Nelson to divide your assets originally
21 in 1993, would --

22 A Okay.

23 Q -- you agree? Would you agree?

24 A That's what it appears to be, yes.

1 Q Okay. And you were referenced if you recall going
2 to see a lawyer. Do you recall that?
3 A Well, of course. Yes.
4 Q Okay. I'm just trying to refresh your recollection
5 because you said you didn't remember his name. Was his name
6 --
7 A Well --
8 Q Was his name Richard Koch or Koch, K-O-C-H?
9 MR. DICKERSON: Koch.
10 MR. JIMMERSON: Koch is it? Thank you.
11 A Oh. Yes, I see that now. He was just down the
12 street, yeah.
13 Q Okay.
14 A Okay.
15 Q And had you known him? How did you acquire his name
16 to consult with him before signing this document?
17 A Jeff had told me that there were several attorneys
18 that I could see and that this was one of them. And it's the
19 one that I chose because I think it was just down the street.
20 I just remembered driving down the street and --
21 Q Okay. And does this document bear your signature on
22 or about July 13th of 1993 at Page 2?
23 A Yeah, that's --
24 Q And do you recognize your husband's signature?

1 A Yes.

2 Q And did you -- that's your recollection. Did both
3 of you sign that document on or about July 13th of 1993?

4 A I just have to rely on this paperwork here to say
5 that we did.

6 Q All right. Well, do you see that the same notary on
7 Page 3 attest to your presence and Mr. Nelson's presence of
8 signing that document on that date?

9 A Yes, sir.

10 Q And what was the purpose of the separate property
11 agreement agreed to between yourself and Mr. Nelson with each
12 of you having separate legal counsel?

13 A Well, I believe it's what I've state previously that
14 assets that we obtained that were free and clear and that
15 didn't have -- a lot of those we paid cash for. We would --
16 that's -- Eric believed that it was important to have things
17 free and clear. That's when they mean when they say that. So
18 those properties or those that were not in question or what he
19 considered questionable properties were put into this trust
20 here, the one that bears the LSN name. And that any and all
21 other properties -- maybe if they weren't risky, but they
22 weren't paid off for something. Maybe they had a high debt or
23 which I don't know ever really happened. But once it
24 concerned Eric were kept in his --

1 Q Okay.

2 A -- trust.

3 Q And Mr. Koch or Koch who was one of the names

4 recommended to you by Mr. Burr is somebody that you met with,

5 is that true?

6 A I did meet with him.

7 Q And he explained to you the legal effect of the

8 separate property agreement, correct?

9 A He asked me if I understood it and I told him yes,

10 I'm sure, because I wasn't there very long --

11 Q And --

12 A -- and did I have any questions.

13 Q And he explained to you the legal effect telling you

14 in its effect, correct?

15 A All I know is that I wasn't there very long and he

16 asked me if I understood it and I told him yes.

17 Q And --

18 A I don't know.

19 Q And did you -- you represented to him that you

20 understood the agreement and its legal consequences, correct?

21 A I did. Uh-huh. (Affirmative). Well, the legal

22 consequences, at the time I didn't know anything -- enough

23 about it. I just knew what Eric had told me --

24 Q And --

1 A -- and why we needed to do it. That's all --

2 Q And did --

3 A -- that was important at the time.

4 Q And what did you discuss with Mr. Koch or Koch?

5 A Probably very little what I've stated is probably
6 all that I said.

7 Q Did you tell him that you were signing the document
8 freely and voluntarily?

9 A Well, you kind of have to, don't you?

10 Q So you told him that, is that right?

11 A I don't know that he asked me that, but I mean, I
12 signed it and --

13 Q Look at Page 4 please of the document.

14 A Okay.

15 MR. JIMMERSON: Your Honor, I'd move for the
16 admission of Exhibit Number 10, please.

17 MR. DICKERSON: No objection.

18 MR. JIMMERSON: It's hereby admitted as Exhibit 210.
19 (Plaintiff's Exhibit 210 admitted)

20 MR. JIMMERSON: And also move the admission of
21 Exhibit --

22 MR. DICKERSON: I just -- I would point out however
23 Your Honor that it's interesting again. And it goes with the
24 same theory as, you know, Mr. Jimmerson in his opening

1 statement mentioned these agreements and mentioned the fact
2 that everything is community property. Yet none of these are
3 marked in their original exhibit book now that Mr. Nelson has
4 decided that he wants to flip the -- the coin and make us go
5 that extra step and jump through more hoops, it's now being
6 offered.

7 MR. JIMMERSON: Your Honor, this, you know, type of
8 closing argument is not appropriate.

9 MR. DICKERSON: It's not closing argument. It's --

10 MR. JIMMERSON: So it's very -- so it's very --

11 MR. DICKERSON: I don't have -- I don't have any
12 objection to it, because it's going open up --

13 MR. JIMMERSON: I don't know why we're getting a
14 speech, Judge.

15 MR. DICKERSON: Well --

16 MR. JIMMERSON: You know, what of the things that's
17 very clear, Judge --

18 MR. DICKERSON: Jim, you're calling me.

19 MR. JIMMERSON: -- is that -- is that these -- my --
20 my half, my individual role and Mr. Stephens' individual role
21 is to try to lead the Court into a just decision and one that
22 doesn't carry an unfairness to the parties. I have graved out
23 as to the ability of the Court to do in -- issue any order
24 that divides the NOL. That doesn't mean the case doesn't get

1 resolved and it doesn't mean that the Court can't address the
2 issue.

3 But what I'm suggesting to the Court is that any
4 suggestion or position if in fact it is being taken and I know
5 that their arguments are, you know, fluid, but to the extent
6 that they would say to you Judge do you have the right to set
7 aside a trust that has been formed in this matter with
8 separate property tax returns being filed for the last four
9 years is a complete error? I don't want this Court --

10 MR. DICKERSON: That's just -- that's just entirely
11 wrong.

12 MR. JIMMERSON: -- led into a complete error.

13 MR. DICKERSON: And Jeff Burr will tell you, it's
14 very easy. You distribute the assets. But here's --

15 THE COURT: Now let Mr. Jimmerson finish and I'll
16 give you a little rebuttal. But basically --

17 MR. JIMMERSON: And --

18 THE COURT: -- Jeffrey Burr will be here.

19 MR. JIMMERSON: And more importantly these are
20 voluntary plans known and agreed to by both parties. I mean,
21 this is something that's et in motion. It -- it doesn't
22 address an equitable distribution of assets and liabilities
23 under 125.150. I understand that. I just think that that
24 before we get so cavalier by Ms. Antanassio's recommendations

1 or Mr. Dickerson's recommendations that you have some ability
2 to do this, you're going to create I -- I believe more
3 heartache than the benefit that you would try to achieve.
4 There are other ways at least I and Mr. Nelson will offer
5 other ways to accomplish the same fair result of both parties.
6 That's why this is important because Mrs. Nelson agreed to
7 these facts. Mr. Nelson is -- and they put them in place for
8 17 years to suggest that we can ignore it is a mistake and a
9 clear of a wrong invitation to ask you to commit an abusive
10 process which I like to avoid having done.

11 MR. DICKERSON: Now isn't it interesting the first
12 time you listen -- and -- and I replayed Mr. Jimmerson's
13 opening statement. And none of that is mentioned.

14 MR. JIMMERSON: So will I. In fact, last night.

15 MR. DICKERSON: And I'll -- I'll bet that in the
16 pretrial brief they submitted to you it's not even in there.
17 And if it's necessary that we need to call Jeff -- Bryce
18 Duckworth to testify as to -- from day one what he understood
19 and where the -- what -- what the situation was. Jeff Burr
20 will testify to this on -- on Monday. Denise Totily (ph) will
21 testify to it. So when you come into trial and you're -- and
22 what day of trial as we -- we are now and they decided they're
23 going to change their legal theory and approach and make us
24 jump through hoops, first of all, it's wrong. They shouldn't

1 be allowed to go that direction because all it's going to do
2 is protract the litigation.

3 MR. JIMMERSON: The reverse is true.

4 MR. DICKERSON: But -- but let's just assume --

5 MR. JIMMERSON: They signed the agreements --

6 MR. DICKERSON: Let's just assume --

7 MR. JIMMERSON: -- perform the agreements.

8 THE COURT: Let Mr. Dickerson finish.

9 MR. DICKERSON: Jeff Burr is going to tell you very
10 simply these can be -- these can be terminated and revoked.
11 All you need to do is distribute the assets as he's been doing
12 his entire lifetime. All you need to do is through your order
13 distribute the assets. If he wants to say everything in my
14 trust is mine, that's fine. But it still has a value. It's
15 still community property. And you can still tell him fine,
16 it's yours. Keep it. But you owe her \$10,000,000. Get her
17 the \$10,000,000 and sell it off.

18 So I mean, where we're going with this is just --
19 it's where are we going with this? Is because you're seeing
20 Eric Nelson and the way he operates. If it doesn't go his
21 way, he wants to take his ball and go home. And that's --

22 MR. JIMMERSON: That's not true.

23 MR. DICKERSON: That's exactly --

24 MR. JIMMERSON: I would like to avoid the Court

1 making legal errors. Mr. Dickerson doesn't understand --

2 MR. DICKERSON: Legal error --

3 MR. JIMMERSON: -- the peril that he's exposing his
4 own law firm to and his client relative to the --

5 MR. DICKERSON: Well, you know something --

6 MR. JIMMERSON: -- tax consequences.

7 MR. DICKERSON: -- I'll take that risk.

8 THE COURT: Mr. Dickerson knows how --

9 MR. DICKERSON: I'll take that risk.

10 THE COURT: Mr. Dickerson knows how to -- as far as
11 that, I think we need everything in the record on that so we
12 can get this stuff out there whether they have separate
13 property agreements or the things, you look at the terms of
14 those, how it was, what was the intent of the parties. They
15 have a long term marriage, but I will consider -- I think
16 you're entitled to put those on the record so that depending
17 on my decision on that, the -- the supreme court knows what I
18 looked at, what I didn't look at so they can make a
19 determination about the wisdom or lack thereof of my
20 decisions.

21 And so when we move forward that I want to kind of
22 get -- give you a chance to expand your issue on that. But
23 the fact is again if we need to bring people in there that
24 come in to testify to what the intent of the parties, why they

1 did, people do trusts for many reasons. Sometimes they just
2 =keep separate. Sometimes it is to protect assets from
3 creditors. And they do things like that. So all those issues
4 come up in the terms of circumstances. So I think you're
5 legit on putting those in there and see where they're going.

6 THE CLERK: Jim, you were going to admit 84.

7 MR. JIMMERSON: No, I won't, ma'am. I won't, ma'am.
8 Thank you.

9 THE COURT: You can continue, Mr. Jimmerson.

10 MR. JIMMERSON: Is 210 now in evidence, madam clerk,
11 madam JEA to be?

12 THE CLERK: 210 has been admitted.

13 MR. JIMMERSON: Thank you.

14 BY MR. JIMMERSON:

15 Q Ms. Nelson, would you focus your attention on Page 4
16 of the document 210 now in evidence, the --

17 A Yes.

18 Q -- separate property agreement? Does Mr. Koch --
19 Koch -- Koch --

20 MR. DICKERSON: Koch.

21 MR. JIMMERSON: Koch. I'm quite certain it's not
22 one of those three.

23 THE COURT: Let's just call him Koch, all right? It
24 makes it easier --

1 MR. DICKERSON: It is Koch.

2 THE COURT: -- for me to remember.

3 THE WITNESS: We just need to spell it maybe.

4 Q It's just -- is it true that Mr. Koch certifies
5 quote the undersigned hereby certifies that he is an attorney
6 at law duly licensed and admitted of practice in the state of
7 Nevada that he has been employed by Richard Koch, Esquire and
8 that he has advised Lynita Sue Nelson with respect to the
9 agreement and has explained to her the legal effect of it,
10 that Lynita Sue Nelson has acknowledged her full and complete
11 understanding of the agreement and its legal consequences and
12 has freely and voluntarily executed this agreement in the
13 undersigned's presence, signed Richard Koch. Is that what the
14 document says?

15 A Yes.

16 Q Okay. Let's turn to the next page. This is an
17 identification of the Schedule A of the Eric Nelson separate
18 property trust. And I have you if you would take a look at
19 Exhibit B which is the Schedule B of the Nelson Trust. And
20 would you agree with me that this Nelson separate property
21 trust is -- into the Eric L. Nelson separate property trust is
22 a trust that was created in 1993 as was a trust for you in
23 1993 that was called something a bit different than Nelson
24 trust, do you agree with that?

1 A Yes. I'm sorry. I was nodding. That doesn't make
2 much noise, huh?

3 Q No, it doesn't.

4 A Okay.

5 Q Okay. So the two of you, you and your husband,
6 identified the assets that you owned in 1993 and they're
7 divided. And they're divided generally along the lines of
8 what you have described which is to say that safer assets and
9 -- and your trust and maybe riskier assets are assets with
10 mortgages in his trust. A fair statement?

11 A Well, like again, I mean, when you say separate,
12 they're not separate to me.

13 Q I understand. But that's what the words are.

14 A So if you have to --

15 Q You're putting them in a separate property trust.

16 A If you have to separate them, then I guess for this
17 paperwork you do.

18 Q Okay.

19 A But I mean, they weren't separate.

20 Q And -- and in fact, you did separate them, isn't it?

21 MR. DICKERSON: Objection, Your Honor. That's not
22 -- that's not what she testified to.

23 MR. JIMMERSON: Didn't I just say that?

24 BY MR. JIMMERSON:

1 Q You did in fact categorize and separate your assets
2 so that some of your assets are in your separate property
3 trust and the balance of assets are in Eric's separate
4 property trust --

5 A Well --

6 Q -- in 1993?

7 A Well, I see his listed here his -- his bank
8 statements and his bank accounts in that and I don't have
9 paperwork that shows mine, so --

10 Q Well, if you look to the next page, you will see it,
11 ma'am.

12 A After his --

13 Q Schedule -- the -- the Nelson Trust. That's just
14 what I asked you about earlier and you said yes, that's how he
15 did.

16 A Oh, I see it here now. Yeah. I'm sorry. I was
17 looking at -- I was looking at -- at his page, yeah.

18 Q All right.

19 A Except for I do -- if I do need to tell you that
20 really the only account that I've -- I mean, it lists
21 Continental National Bank. I -- the only bank that I've ever
22 used personally and -- is Silver State Schools. These other
23 banks I know nothing about them. I mean, those are managed
24 and run -- and ran -- were ran by -- by the girls in the

1 office. And -- and Eric would have been responsible for that.
2 I have never had accounts that I've been responsible for
3 except for Silver State schools.

4 Q And the Schedule --

5 A So --

6 Q -- B was prepared by Mr. Burr? And you signed it?

7 A Under the direction of -- yeah, of Eric.

8 Q And he can put --

9 A But -- well, this is how it -- this is how it went.
10 Eric would -- Eric had -- would open a bank account in my
11 name. And so he would have said -- he would have said Lynita,
12 this -- it would have been in my name but he also had the
13 girls in the office sign on everything. So I may have had an
14 account at Continental National Bank and Eric told me or told
15 Jeff that I had an account in my name there.

16 However, I would never have managed it. He always
17 like I said at this time in our life I only had money going in
18 and out of Silver State Schools. If there was another account
19 in my name, the girls in the office had authorization to work
20 on that. I --

21 Q Mrs. Nelson, let me just challenge that -- that
22 accuracy of that answer. You understand you're under oath,
23 right? You're obliged to tell the truth?

24 A Yes.

1 Q Okay.

2 A I -- I know that.

3 Q Then here's my question. Isn't it true that Eric
4 did not have signing authority on any of the accounts on
5 Exhibit B?

6 A If he didn't, the girls in the office did and he
7 directs those girls --

8 Q Well, you do.

9 A -- what to do.

10 Q Well, is the answer then yes, Mr. Jimmerson, my
11 husband did not have signing authority on my accounts?

12 MR. DICKERSON: No, that wasn't her answer.

13 A I don't.

14 MR. DICKERSON: Objection.

15 THE COURT: Do you know if he had signing authority
16 or you don't know? Do you know if he had signing authority?

17 THE WITNESS: On these particular accounts Your
18 Honor I would not know if he did. But to -- but in my
19 thinking the way I think is that if he can tell someone else
20 to sign it, then he has authority to do it.

21 THE COURT: So your understanding is what -- the
22 word you use girls in his office has signatory authority and
23 you feel that there you would exercise that pursuant to Eric's
24 objection.

1 MR. JIMMERSON: Judge, I'm just --
2 THE WITNESS: Yeah.
3 MR. JIMMERSON: -- going to object. There's no
4 testimony that --
5 THE COURT: Yeah, well --
6 MR. JIMMERSON: -- anybody was a signator --
7 THE COURT: -- perhaps --
8 MR. JIMMERSON: -- other than Mrs. --
9 MR. DICKERSON: And that's exactly what -- and he --
10 -- Mrs. Nelson.
11 MR. DICKERSON: -- he -- she just answered his
12 question.
13 THE COURT: And in fact she felt the girls had them.
14 Maybe they do, maybe they don't. I don't know. I --
15 THE WITNESS: Well, they do.
16 THE COURT: -- have to explore that, but --
17 THE WITNESS: They do, because he told he didn't --
18 he told me that he didn't want -- he -- he didn't want to run
19 home and have me sign it. He didn't want me to go the office
20 to sign it.
21 THE COURT: So your understanding is --
22 THE WITNESS: I was always willing to do that, but
23 he -- it was something he just wanted to control.
24 THE COURT: So your understanding is people in his

1 office staff had signator authority.

2 THE WITNESS: Yeah. Yeah.

3 BY MR. JIMMERSON:

4 Q And you yourself have signatory authority as well,
5 correct? I mean, you ran the Silver States Schools Federal
6 Credit Union accounts. Those are your, correct?

7 MR. DICKERSON: Which I objected.

8 MR. JIMMERSON: Well, she testified that they --

9 MR. DICKERSON: She hasn't stated that.

10 MR. JIMMERSON: -- were, Mr. Dickerson.

11 MR. DICKERSON: She said she didn't even know about
12 the accounts.

13 THE COURT: She had some --

14 MR. JIMMERSON: Did you know about Continental?

15 THE WITNESS: The Silver --

16 THE COURT: The same with Silver State.

17 THE WITNESS: Yeah, that's the one I've had since I
18 was a little girl. So I did I did know that one. Uh-huh.
19 (Affirmative).

20 BY MR. JIMMERSON:

21 Q Did -- did the office staff run those accounts or
22 did you run those accounts?

23 A Silver State?

24 Q Yes, ma'am.

1 A No, I -- they never had signatures on that.
2 Q So you only -- you're the only one that has
3 signatures on that one, correct?
4 A At that time, yes.
5 Q And to be clear, your husband did not have signature
6 authority on those, correct?
7 A On Silver State?
8 Q Yes, ma'am. That's the question.
9 A You know, I don't know. He may have been on the
10 account at the time.
11 Q The answer is you don't know.
12 A Is that what I said?
13 Q That's what you said.
14 A Okay.
15 Q Would you look at the last page of Exhibit B? It
16 lists the real estate that's being set aside to your separate
17 property trust.
18 A I'm sorry, can you repeat that? I was --
19 Q Yes, ma'am. The next to last page of Exhibit B
20 lists -- the line begins 8558 East Indian School Road, Number
21 J, Scottsdale, Arizona. I would ask you to look at that page,
22 please. On my document it's the next to last page.
23 A Yes. It's --
24 Q Okay.

1 A At the top it starts 8558, yeah.

2 THE COURT: It actually starts at the last, Palmyra
3 on the -- on the bottom of the page before that.

4 Q Turn to the previous page, please.

5 THE COURT: The same address of it is 65 Palmyra.

6 Q In addition to the bank accounts, there are real
7 properties that are assigned to your Nelson trust, correct?

8 A Okay.

9 Q Is that right? The first one is -- is pointed out
10 was the residence that you still live in at 7065 Palmyra,
11 correct?

12 A Okay.

13 Q All right. And then the next, you know, page would
14 show the different houses that mention Indian School Road, 10
15 acres on West Flamingo of the parcel number, Pine Ridge in
16 Panguitch, Utah. Do you see that?

17 A I do.

18 Q Okay. And were there any mortgages on any of these
19 assets in 1993 when they were assigned to your separate
20 property trust?

21 A I wouldn't know except for he would tell me that --
22 that I would have the free and clean assets. So at that time
23 I would assume that those were free and clear.

24 Q All right. Thank you, ma'am. And look at the

1 assets in Exhibit A that were awarded to Eric's separate
2 property trust. And looking at the bottom of Page 1 of
3 Schedule A of the Eric L. Nelson separate property trust.

4 A Okay.

5 Q Did you -- did the Palm Park Apartments have a
6 mortgage against it?

7 A I -- I was not privy to that information. Eric
8 managed this. So I have no idea.

9 Q This Sport of Kings was a business that he had an
10 interest in. Next page. Is that your --

11 A I believe -- I believe I heard him talking about
12 that. He may have had an interest with another partner. I
13 think another partner had an interest in that. I'm not sure.

14 Q Once you remember is that the corner of Convention
15 Center Drive and Paradise Road?

16 A I know where it is.

17 Q Okay.

18 A Yes. Uh-huh. (Affirmative).

19 Q So I mean, you -- you knew it was there. You
20 physically went there, right, in 1993?

21 A I've never been there.

22 Q Never been there.

23 A And I don't know that it's a Sport of Kings now. I
24 was thinking it was a dance place now.

1 Q You know, I don't think it exists today. I -- I'm
2 telling you --

3 A It's just a dance place, I think.

4 Q And what business was the Sport of Kings in May and
5 July of 1993?

6 A I have no idea. I -- I think his -- I -- I don't
7 know to be honest with you, sir. I think he -- like I said,
8 all I know is my recollection is maybe who his partner was in
9 that, but I don't know.

10 Q And who was that?

11 A Billy Walters.

12 Q Okay. And was Mr. Nelson called in front of the
13 Nevada Gaming Commission, the Nevada Gaming Control Board,
14 regarding his interest in the Sport of Kings in the 1993 time
15 period?

16 A I don't know. I -- that -- those -- none of that
17 was discussed with me. I --

18 Q I know. But I'm asking you do you recall if he was
19 called forward --

20 A No.

21 Q -- to make an appearance?

22 A I would never know that. No. I don't know how I
23 would know that.

24 Q What discussions did you have relative to what

1 assets would be placed in his separate property trust and what
2 assets were placed in your separate property trust?

3 A Can you ask the first part again?

4 Q Yeah, what conversations if any did you have with
5 your husband as to how or why -- how these were allocated in
6 the fashion that they were, ma'am?

7 A Sir, there were not -- if there were discussions, it
8 was not a back and forth like how should we do this or what do
9 you think.

10 Q Is the answer you have no recollection of any
11 conversations?

12 MR. DICKERSON: No, that's not her answer.

13 MR. JIMMERSON: She says if there --

14 MR. DICKERSON: Would -- may she finish?

15 MR. JIMMERSON: -- were conversations --

16 MR. DICKERSON: When she --

17 MR. JIMMERSON: -- that is non-responsive.

18 THE WITNESS: I want to --

19 MR. JIMMERSON: If there were conversations sounds
20 like --

21 MR. DICKERSON: May she finish?

22 MR. JIMMERSON: -- if there are conversations.

23 THE COURT: Finish your answer.

24 THE WITNESS: Our relationship was such that -- that

1 he -- he just did these things. And if I did ask a question
2 about it, there was very little explanation about it. And I
3 -- I don't know what else to tell you. I mean, it's kind of
4 embarrassing, but I -- I just did. I just did what he asked
5 me to do. And a lot of times for our entire marriage he
6 didn't want to explain anything.

7 THE COURT: And you don't -- you don't need to be
8 embarrassed. You're not on the --

9 MR. JIMMERSON: Correct.

10 THE COURT: -- defense of anything. Trials are
11 difficult. Mr. Nelson felt the same way on examination. I
12 mean, it's a difficult situation for everybody on that. So it
13 has nothing to do with being embarrassed. You don't have
14 nothing to be embarrassed about.

15 THE WITNESS: It's -- it's just what I did for --
16 for our marriage. That's how our marriage was. It's not the
17 way I wanted it to be.

18 THE COURT: Okay.

19 THE WITNESS: It's just that's the concession and
20 the sacrifice I made so that I -- we can have what I thought
21 was a relationship.

22 THE COURT: And Mr. Dickerson will get a chance to
23 pull out more on those questions. I mean, he was just doing
24 his job with their theory about separate property.

1 THE WITNESS: I know.

2 THE COURT: It's all he's doing.

3 THE WITNESS: Yeah.

4 THE COURT: And then Mr. Dickerson will get a chance
5 to pull that out so you don't need to feel defensive or be
6 embarrassed. But you have nothing to be embarrassed about.
7 And Mr. Nelson had nothing to be embarrassed again.

8 BY MR. JIMMERSON:

9 Q Would a fair summary of your testimony as you recall
10 it ma'am is that there were -- they may have been
11 conversations but they were short and there was not a lot of
12 explanation as to why certain asserts shown were given to the
13 Eric Nelson separate property trust and other assets were
14 given to your separate property trust? Is that a fair summary
15 of your testimony?

16 A My testimony is going to be that the assets that are
17 in my that are set here and the assets are -- are here are
18 there because Eric wanted them there. That's how he designed
19 it. That's how he said he wanted it to be. So that's why
20 they're there.

21 Q Okay. Did they follow as you understood it as it
22 was explained to you and as you asked questions that answer
23 was given to you along the liens that you've already told us
24 about which is the risk your investments in Eric's and the

1 safer investments are ones without that in yours?

2 A That's what he told me he was going to do.

3 Q And do you have any information whether it would be
4 then or now that would disagree with that? In other words,
5 that would say no, what he gave me was very risky or no, what
6 he gave himself had no risk at all? Do you have anything to
7 suggest that what he said to you wasn't accurate now that
8 you've had the benefit of looking over this for the last many
9 years?

10 A Chances are that I would have to say that most of
11 the time I believe he followed that. However, I would not
12 agree that all the time that basis was followed.

13 Q Okay. Which one would you say you don't agree with
14 then? Which -- which classification of an assets is it that
15 you have in mind if any that you say you don't agree to?

16 A I'm -- I don't -- I don't feel like I'm saying I
17 don't agree to that. I'm saying that I don't believe that was
18 followed all the time. And I would answer that the ones --
19 some properties that come to mind that I feel weren't done
20 that way is there's some property in Mississippi right now
21 that's in litigation and there's some questionable titles that
22 are held. And they were put into my trust name and they're
23 held in my trust name.

24 Q And they're -- they're equally held by Mr. Nelson's

1 trust and your trust, correct?

2 A I don't understand it to be that way. They've been
3 transferred into the LSN Nevada Trust.

4 Q Right. And there are other properties in
5 Mississippi adjoining the properties that are in your trust
6 that are in Eric Nelson's trust, correct?

7 A Whether they adjoined, I couldn't tell you right
8 now, so --

9 Q Well, why couldn't you tell me, ma'am? You don't
10 know where they're located? You may think this is funny, but
11 after all this litigation --

12 MR. DICKERSON: No, she didn't think it's funny.

13 Q -- at money's expense --

14 THE COURT: No, that's -- we don't -- we don't need
15 --

16 MR. DICKERSON: There's no funny.

17 THE COURT: And we don't -- we don't need to get
18 there.

19 MR. DICKERSON: I mean, if he wants to attack her,
20 attack her.

21 THE COURT: Relax.

22 MR. DICKERSON: Let her listen --

23 THE COURT: Everybody calm down. What happens
24 emotional on that and people smile not out of thing. It's a

1 way to relief tension on that. I don't think anybody thinks
2 -- I don't think anybody thinks this is amusing. I've been
3 watching Mr. Nelson. It's hard to see his wife go through
4 that. This is hard for her to see you go through that to --
5 so I mean, no one's being funny. People do things to release
6 stress or say things sometimes that may be taken out of
7 context. I think it's being stressed and being on that. So
8 why don't we kind of just focus on that and try to kind of --

9 MR. JIMMERSON: Thank you, Judge.

10 THE COURT: He's just doing -- he's exploring --
11 he's doing his job for his client to explore the separate
12 property. Mr. Dickerson will do his job as well. We try to
13 minimize the pain. It's just -- these are horrible. I told
14 you --

15 MR. JIMMERSON: Mr. Nelson and I would never --

16 THE COURT: I told both of you guys from day one
17 these are horrible getting on the stand.

18 MR. JIMMERSON: -- would never be rude to you,
19 ma'am.

20 THE COURT: It just makes it hard for everybody.
21 And then we'll just try to get through it and leave it on
22 that. So but we don't need any personal attacks on anybody
23 anymore.

24 MR. JIMMERSON: I absolutely agree.

1 THE COURT: Okay.

2 BY MR. JIMMERSON:

3 Q Do you know Mrs. Nelson --

4 A Well, yeah. And I do want to tell you too if I
5 could, I mean, I recognize that I'm not in a comedy club, you
6 know, on the strip. I don't -- I -- I respect the Court and I
7 respect you and your time for what you do. And I -- I don't
8 find --

9 THE COURT: I know that, but it just gets kind of --

10 A -- anything funny.

11 THE COURT: I get caught up and it's just horrible
12 and everybody on -- there's --

13 THE WITNESS: Well, it's -- it's part of his job.
14 I'm trying to respect that.

15 THE COURT: Okay. You can continue, Mr. Jimmerson.

16 BY MR. JIMMERSON:

17 Q Do you understand whether or not the specific
18 properties are owned equally between Eric's trust and your
19 trust?

20 A It's hard for me to hear you right now. And could
21 you repeat that just at little --

22 Q Yes, ma'am.

23 A -- louder?

24 Q Do you know who owns the Mississippi property, the

1 \$200 acre that we're discussing over the last several days.

2 A It is owned by several different -- it is held in
3 deeds by several different people.

4 Q Can you tell me who owns that now?

5 A Grada (ph) owns some. LSN Trust holds some. Eric
6 Nelson Trust holds some. I believe Silver Slipper may have
7 some interest in some of them. I don't know if the deeds are
8 held exactly that way.

9 Q Okay. And when were the property in Mississippi
10 deeded into the LSN Trust, your separate property trust?

11 A Well, I should know that because I've been looking
12 at them. They've been done -- I believe it's been a process
13 over a number of years. Some of them were done in the past
14 couple years. I would have to look at them to specifically
15 tell you, Mr. Jimmerson.

16 Q How about -- is it -- was it the decade of the 200s
17 or was it in the 1990s? Let me get more specific.

18 A I actually think that we started acquiring property
19 in '93, maybe. That early there was some property I believe
20 that was purchased. It may not have been, you know, the one
21 exactly -- the one that I'm referring to, but again, that's
22 something that I'm -- I have been working on trying to
23 familiarize myself. There is a lot of information that has
24 been coming in and I've been trying to not only learn and

1 understand it, but retain that. And it's been difficult to
2 retain that.

3 Q Do you remember that there was a transaction in
4 which half of the land in the Mississippi 200 acres was
5 assigned to LSN Trust, placed in LSN Trust? And in the same
6 time period as part of the same transaction you transferred
7 half of the Utah cabin property, 200 acres or so, one-half to
8 Mr. Nelson's separate property trust?

9 A You know, I don't recall the Mississippi, but I
10 recall very clearly transferring the -- not only the cabin
11 property, but he asked me to transfer half of the Lindell
12 property also.

13 Q And when -- and when did that occur, what year?

14 A I believe that was in '07.

15 Q Okay. And did it require your signature to do so?

16 A It did, sir.

17 Q And that's because you had to sign the deed from LSN
18 Trust as your sole and separate property, you as trustee to
19 Eric L. Nelson Trust, Eric Nelson trustee, correct?

20 A It did.

21 Q For both properties Lindell and also for the Utah
22 cabin property, correct?

23 A Yes, it did.

24 Q Focus your attention please at the second page --

1 second page of Exhibit A. That's Mr. Nelson's separate
2 property trust assets? I think it's like the third page.

3 A Oh, I was right there.

4 Q You were there, yeah.

5 A Yeah, right here.

6 Q Right there. Thank you. Just turn to the second
7 page, if you would. By focusing your attention on what's
8 called partnership name and address, Eric Nelson auctioneering
9 40 percent in Casino Gaming International 100 percent and Polk
10 Landing to be formed 25 percent, do you see that?

11 A Yes.

12 Q Casino Gaming International Limited was a gaming
13 project that existed in 1993, correct?

14 A I can't answer to that. I don't know what year. I
15 --

16 Q Well, we -- we know this is assigned in 1993, ma'am.
17 So that --

18 A Yeah, that's all I can say that --

19 Q What was the business of Casino Gaming
20 International?

21 A I have no idea.

22 Q Do you remember that separate and apart from this
23 name that Mr. Nelson's trust had an interest in Las Vegas
24 Casino and Mississippi casino --

1 A Yes, I do --

2 Q -- located in Mississippi?

3 A -- recall that.

4 Q All right.

5 A Uh-huh. (Affirmative).

6 Q And do you recall that Mr. Nelson was required to
7 obtain gaming approval by the Mississippi state authorities?

8 A I do and I do know that in order to have Las Vegas
9 Casino he would have had to do that, yes.

10 Q And do you recall that one of his partners in Las
11 Vegas Casino, maybe his only partner, was a man name Bill
12 Walters, personally mentioned with regard to Sport of Kings?

13 A You know, I -- I don't know that I recall that Billy
14 was involved in that.

15 Q All right. Very good. And do you recall that Mr.
16 Nelson was called forward for licensing in Mississippi for
17 gaming?

18 A I know that he applied for it.

19 Q Okay. And did he do so representing that the Las
20 Vegas Casino was owned by his separate property trust through
21 an entity Casino Gaming International Limited?

22 A To be honest with you, I'm -- I'm not aware of all
23 the dynamics of that. I don't know anything about that.

24 Q Do you recall that another reason for creating

1 separate property trusts including asset protection was that
2 only Eric would be required to obtain gaming suitability and
3 approval as opposed to you having to go through the same
4 exercise and expense? Do you recall that?

5 A Actually, I think we were going to be both be -- I
6 -- I think he talked about us both getting a gaming license
7 and told me how much paperwork it was and what a big deal it
8 was and how we were going to be like interviewed and things
9 like that. And then later he decided that he could do it
10 without me or something. So --

11 Q Isn't it true that the two of you discussed the fact
12 that it would be your desire not to be involved in gaming, you
13 didn't like that type of investment or asset and that the
14 division of the assets using separate property trust would
15 eliminate the need for you to have to become licensed by the
16 Mississippi gaming authorities?

17 MR. DICKERSON: Object to the form of the question.
18 It's compound.

19 MR. JIMMERSON: You can --

20 THE WITNESS: It was a lot of questions all at once.

21 MR. JIMMERSON: Did you understand the question,
22 ma'am?

23 MR. DICKERSON: Which one?

24 MR. JIMMERSON: Well, how many --

1 THE WITNESS: Yeah, I felt like --
2 MR. JIMMERSON: There's only one.
3 THE WITNESS: -- there was a number of them.
4 MR. DICKERSON: There were four questions there.
5 MR. JIMMERSON: I'll -- I can revise.
6 MR. DICKERSON: Thank you.
7 THE WITNESS: It's going to be -- I just -- it gets
8 complicated --
9 MR. JIMMERSON: I'm happy to revise, ma'am.
10 THE WITNESS: -- and I forget, you know.
11 THE COURT: Not a problem. Take your time. It was
12 --
13 THE WITNESS: Okay.
14 THE COURT: We'll go through one at a time on that.
15 Why don't you get --
16 BY MR. JIMMERSON:
17 Q Isn't the fact -- and isn't it true that you did not
18 want to be licenced by the Mississippi gaming authority, you
19 wanted nothing to do with the gaming investments?
20 A No.
21 Q Isn't it true that's why all the gaming investments
22 were placed into separate property trusts of Eric Nelson and
23 none in yours over the last 17 years include the present
24 investment in Mississippi?

1 A Are you asking me if I didn't want anything to do
2 with getting a license or the gaming and that's why it's in
3 his separate property trust?

4 Q It's exactly what I asked you.

5 A It's in his separate property trust because he wants
6 it there. I never had a problem getting a license. I -- why
7 I -- I found it -- I mean, my life is very simple. Why would
8 I hesitate to get a gaming license? He was the one that told
9 me you don't want to go through this, it's grueling, it's such
10 a big deal. Well, my -- I don't have anything to hide. I --
11 I don't -- I mean, why wouldn't it be a big deal for me to get
12 a gaming license? I thin the only license I ever probably did
13 say I didn't want was a liquor license because I just didn't
14 want to be involved in that. But you -- sometimes when you
15 have a gaming license I understand that you have to have a
16 liquor license too, so --

17 Q Do you recall ma'am that you had not only objected
18 to being part of the gaming investment at the Las Vegas Casino
19 that resulted in a meeting at the Mormon Church with President
20 Lang and yourself and your husband in 1993?

21 MR. DICKERSON: Okay. So now which question is he
22 answers to there?

23 Q Do you recall having a meeting with President Lang
24 in 1993 with regard to the Las Vegas Casino and the -- the

1 Mississippi investments?

2 A No, I -- I know we met with somebody else, but it
3 had nothing to do with that. It was about a liquor license.

4 Q Who is President Lang in 1993 as it relates to you
5 or the Mormon church?

6 A Well, I don't know. Did you say he was the stake
7 president or what did you say?

8 Q Yes, that's what Mr. Nelson has told me. I
9 personally don't know that. He told me that his name or title
10 was President Lang and he met with him in 1993.

11 A So --

12 Q So I'm asking you do you remember having a meeting
13 with Mr. Lang in 1993?

14 A No.

15 Q Thank you. Do you recall having a meeting with him
16 at any time in the last 17 years or during your marriage?

17 MR. DICKERSON: Can we establish if she even knows
18 who this guy is?

19 MR. JIMMERSON: Yeah, exactly.

20 Q Do you know who President Lang is?

21 A I do.

22 Q Okay. Great. So when did you first meet President
23 Lang?

24 A He attends the ward that we go to.

1 Q All right.

2 A And I think has been a member ever since we've been
3 living in our home.

4 Q Okay. And so that would be since 1983?

5 A We moved into our home I believe in -- around '87.

6 Q Okay. Thank you. So you knew him by 1993.

7 A Sure.

8 Q Okay. Now I'll attempt further refresh your
9 recollection. Do you recall meeting -- and he was a
10 president. A president means stake president of the church,
11 correct?

12 A He is a leader over a number of wards, yes.

13 Q Okay.

14 A Of a group of people in a demographic area.

15 Q Okay. Being born and raised here, I -- I have some
16 understanding of Mormon culture and police. Do you know the
17 term temple recommend?

18 A I do.

19 Q What is the term temple recommend mean to you as it
20 relates to the Mormon church?

21 A It allows you if you've been living your life
22 properly and to enter what we call the temple.

23 Q Okay. And who decides or who issues the temple
24 recommend on behalf of the church?

1 A You have an interview with your bishop who is the
2 leader over your ward. And then either the stake president or
3 his counselors interview you after that.

4 Q Okay. And so by listening to your answer, I would
5 gather and -- and I think it's true the president of the state
6 would be somebody senior to the bishop, is that true?

7 A He oversees a number of bishops, yeah.

8 Q Okay.

9 A And count -- yeah, he would lead, yeah, over them.

10 Q All right.

11 A Uh-huh. (Affirmative).

12 Q So he oversees the bishop of a particular ward that
13 you attend, correct?

14 A Yes.

15 Q All right. Now here's the question that it leads up
16 to. Do you recall having a meeting with President Lang in the
17 1993 time period asking for a temple recommend whether or not
18 you can go to heaven and be a member in good standing with the
19 church if you invested in Las Vegas Casino and Mississippi
20 Gaming Investment?

21 A No.

22 Q All right.

23 A I -- no. I met with somebody else and it -- the no.

24 Q Okay. So as of now you don't remember meeting with

1 Mr. Lang on that subject, correct?

2 A No.

3 Q All right. And you don't remember meeting with him
4 seeking to know whether or not the church would give you a
5 temple recommend where you or your husband to maintain this
6 investment.

7 A No.

8 Q Okay. Now you now answered the question by saying I
9 remember meeting with somebody else. Would you tell us about
10 that, please?

11 A I recall going in and seeing our bishop who was --
12 can I -- is it okay if I gave you his name?

13 Q I was going to ask you that. Yeah, that would be
14 great.

15 A It's Earl.

16 Q It's not okay until I ask you, okay?

17 A I know. I'm not supposed to do that.

18 Q Go right ahead, ma'am.

19 A Okay.

20 Q Don't listen to your lawyer. He just confuses you.

21 MR. DICKERSON: Your lawyer never told her that.

22 THE WITNESS: He never told me that.

23 MR. DICKERSON: You scared -- you scared her to
24 death.

1 THE WITNESS: I think I learned that from --
2 MR. JIMMERSON: Want to scare her to tell the truth?
3 MR. DICKERSON: She's --
4 THE WITNESS: Oh, I don't have a problem telling the
5 truth.
6 MR. JIMMERSON: All right.
7 THE WITNESS: It comes quite naturally.
8 Q So who -- who did you meet with? Who is the -- who
9 is the bishop?
10 A I remember meeting with Bishop Earl. It's Anthony
11 Earl. And I don't know if -- I think Eric kind of planned --
12 I -- I think Eric set it up because I was con -- I didn't want
13 him to have a liquor license because I just didn't -- it's
14 just not an atmosphere that I thought was good for our
15 marriage to be involved in. So the liquor license was a
16 concern. Gaming of course also, but particular I just -- I
17 just remember discussing that and I -- and I really just
18 remember more of what the bishop told us.
19 The temple rec -- getting the temple recommend,
20 everything really -- is really based on yourself. You can go
21 in and lie and it's really your own responsibility. If you
22 answer the questions, if you -- if you answer them, it's your
23 responsibility as -- you know, it's not like oh, he gave you a
24 temple recommend and so, you know, you've been saved or you've

1 been forgiven or whatever. It's just like he's representing
2 -- we believe that he's representing God and you are in front
3 of him and you are answering these questions. But ultimately
4 the consequences of you not being honest about that is with
5 yourself. And so, you know, --

6 Q I'm sorry. I'm not fully understanding your answer.
7 Did you ask for a temple recommend relative to your investment
8 in the casino that had a liquor license in Mississippi --

9 A No.

10 Q -- in 1993? No. Okay. So why did you -- you know.
11 Okay. So what was said and by whom between Mr. Anthony Earl
12 and yourself and Mr. Nelson --

13 A What I re --

14 Q -- regarding the liquor license?

15 A What I recall was asking him what he thought about
16 being involved in businesses that had liquor license or even
17 sold liquor. I didn't -- I didn't want to have a business
18 that sold liquor. I didn't -- I just felt there was a
19 responsibility that -- that -- well, I don't know that you
20 care, but --

21 Q So what was the result of the meeting with the
22 bishop? Did you get a recommendation for a temple recommend
23 by him?

24 A I wasn't there for that, sir.

1 Q I'm -- I'm not saying that. I -- you told me that
2 you're objecting to the gaming license or any business that
3 had it to of course would be the casino business in
4 Mississippi. But my next question did you receive a temple
5 recommend either from the bishop or from his boss, Stake
6 President Lang?

7 A I want to clarify what you said. I did not believe
8 that it was in the best interest of our marriage and our
9 family to be involved in gaming.

10 Q Okay. Well, okay. However you said that.

11 A I think that's different than the way you stated it.

12 Q Okay. Now my next question is did you receive a
13 temple recommend as a result of your meeting with Bishop
14 Anthony Earl?

15 A You know what, sir, I have had a temple recommend
16 since I -- I needed one which was in '83 in order to be
17 married in the temple. I'll answer it that way.

18 Q So did you receive any type of communication from
19 Bishop Early in 1993 about a temple recommend as it relates to
20 inquiries regard an investment and a business that owned or
21 had community funds -- I -- a liquor license?

22 A I'm sure at some time I would have had to have gone
23 to Bishop Earl for an interview or for that. At that specific
24 meeting, that was not the purpose and I would not have done

1 that because you go individually as yourself. You go -- don't
2 go as husband and wife.

3 Q And so you had your interview with Bishop Earl?

4 A I -- and yes.

5 Q And that was approximately 1993 in conjunction with
6 the Mississippi business, correct?

7 A At the time you needed to go every year. It --

8 Q Okay.

9 A It -- you don't -- I don't tie that meeting with
10 Bishop Earl and the temple recommend together. I don't
11 understand the relevance of that.

12 MR. DICKERSON: Maybe Mr. Stephens should question
13 her on this. He's more involved with the --

14 MR. JIMMERSON: I defer to the expert, Your Honor.

15 Q Ms. Nelson, you've testified that you had a -- your
16 occasion to have a meeting with Bishop Earl because of your
17 objection to the liquor license. That's very clear by your
18 testimony. So now when you say that wasn't the reason you met
19 with him on this annual basis makes no sense to me. So can
20 you please help us understand what occurred and why you went
21 to see him on the debate of the liquor license?

22 A Okay. Number one, I didn't go because of a debate
23 of a liquor license. I believe that the reason appointment
24 was made was for Eric to use someone else who was influential

1 in my life that I would listen to and respect to influence me
2 that it was totally fine to -- to get into gaming or whatever,
3 to have a liquor license, that -- that it was totally fine.
4 That's what I believe the purpose of the meeting was was so
5 that he wouldn't have to listen to me anymore.

6 Q Well, here's my next question. Did Mr. Nelson --

7 A And that was meant to be funny.

8 Q Did Mr. Nelson receive a temple recommend with the
9 knowledge of the high leaders of the Mormon church at this
10 stake knowing that he was investing in a gaming and liquor
11 business in Mississippi?

12 A Like I said --

13 Q Yes or no, ma'am? Did he receive a temple
14 recommend?

15 A Can I expand more then on a yes or a no, sir?

16 THE COURT: Do you know first?

17 Q Can I get a yes or no first?

18 THE COURT: Do you know first if you got one at that
19 time?

20 A That is between the -- I -- I wouldn't have known
21 that. That's -- unless he as a husband shared that with me
22 and --

23 Q And did he share it with you, ma'am?

24 A That wasn't something that he always discussed with

1 me. He went in and out of having the temple rec and not
2 having one.

3 Q Did he obtain a temple rec and tell you he retained
4 a temple rec?

5 A I don't know.

6 Q You don't remember?

7 A It wasn't anything he discussed with me.

8 Q Did you get a temple recommend on that occasion that
9 you met with Bishop Earl?

10 A I have had a temple recommend since 1983.

11 MR. JIMMERSON: Respectfully that's non-responsive
12 to the question. I move to strike the answer.

13 MR. DICKERSON: Well, the -- you know something, it
14 is --

15 MR. JIMMERSON: Did you receive a temple --

16 MR. DICKERSON: -- responsive. You don't --

17 THE COURT: I don't know if you get another one.
18 I'm not familiar with how it works.

19 MR. DICKERSON: And this is why I say maybe Dave --

20 THE COURT: If you get a temple, if they --

21 MR. DICKERSON: -- should handle this.

22 THE COURT: -- have to take it back or you get it --

23 MR. DICKERSON: I think Dave knows what we're --

24 THE COURT: Do you have to get temple recommended --

1 MR. DICKERSON: Can we straighten this out, Dave?

2 THE COURT: -- regularly? I mean, I have no idea
3 how it works. Once your temple recommend, it --

4 THE WITNESS: If you --

5 THE COURT: -- it stays? I don't --

6 THE WITNESS: If you want to go to the temple, then
7 it used to be that you went every -- then in order to that,
8 you needed to go to the bishop and there's certain questions
9 that they ask you as to whether or not you're worthy or not to
10 go to the temple. They've changed that now. It's every two
11 years you can go. So what I'm saying is that I've had one
12 since then. That means that since 1983 I have gone every year
13 or now that they've changed it, every two years and obtain a
14 temple recommend.

15 THE COURT: So you have to go back each time when --
16 when the time comes up to get another --

17 THE WITNESS: No.

18 THE COURT: -- temple --

19 THE WITNESS: Yeah.

20 THE COURT: -- recommend to see if anything's
21 happened?

22 THE WITNESS: Yeah, you don't have to. They don't
23 make you. You don't have to go in and -- and you don't have
24 to do that. You just can't participate and go to the temple

1 if you don't have one. And at the same time the questions
2 that they ask you, they ask you and -- and you're responsible
3 for what you give. There is -- there is many people who don't
4 answer honestly. And so they obtain a temple recommend. I'm
5 not sure where he's going with this, so I'm just telling --
6 want you to know that just because you have a temple
7 recommend, it's -- you know, it's relative --

8 THE COURT: To what you disclose on.

9 THE WITNESS: -- to what you disclose, so --

10 THE COURT: I'm sure the Mormons are honest by those
11 Catholics that are directing them.

12 THE WITNESS: No, I'm --

13 THE COURT: I'm Catholic, so I'll strike that.

14 MR. JIMMERSON: The psalms are all with --

15 THE WITNESS: No, I --

16 MR. JIMMERSON: -- the Methodists and the Catholics,
17 Your Honor.

18 THE WITNESS: I think there's good people no matter
19 what religion if no religion. And -- and I -- I -- there are
20 probably a lot of good people that --

21 THE COURT: I agree with you.

22 BY MR. JIMMERSON:

23 Q Did you receive a temple recommend following your
24 meeting with Bishop Earl where the discussion of the liquor

1 license and gaming business was discussed?

2 A I don't know what he's asking me. I -- that year
3 that -- that I would have met with Bishop Earl or prior to
4 that I would have obtained a temple recommend, yes.

5 Q Do you recall that as part of this process your
6 husband accompanied you and met with Bishop Earl?

7 A He's the one that planned the meeting.

8 Q Okay. And so the answer is yes? I recall on
9 occasion, Mr. Jimmerson, where my husband and I met with Mr.
10 Earl?

11 A Yes.

12 Q Okay. You just don't recall a meeting with
13 President Lang. That's your testimony?

14 A I do not believe I -- no, I don't recall that.

15 Q All right. Let me change subjects then, please.

16 THE COURT: It's about a quarter after --

17 MR. DICKERSON: It was painful.

18 THE COURT: -- what do you want to --

19 MR. DICKERSON: It sure was.

20 THE COURT: Do you want to take a break now?

21 MR. DICKERSON: I wish Dave would have handled those
22 ones.

23 THE COURT: Do you want to take a break now or do
24 you want to go --

1 MR. JIMMERSON: Yes, Your Honor.

2 THE COURT: -- longer on --

3 MR. JIMMERSON: Your Honor, that's fine.

4 THE COURT: Whatever you want to do. Because we got
5 1:00 o'clock with Mr. Alanese, so --

6 MR. JIMMERSON: I'm willing to take a break now,
7 Judge.

8 THE COURT: Will that work for you, Mr. Dickerson?

9 MR. DICKERSON: Yes, that's great, Your Honor.

10 THE COURT: Why don't we take a break now that we
11 got some time to get there and get lunch and we're going to
12 start promptly at 1:00 o'clock. I'll be up watching so
13 there's -- Mr. Alanese sits here we'll start right away. If
14 he's running late, we can just pickup with Ms. Lynita. What
15 I'm going to do is fire as -- for the parties, you know,
16 during lunch, think about it.

17 I just want to be honest with both of you. We're
18 only about -- we're probably not even halfway through. It's
19 going to get that way. I'm sure Ms. Lynita is going to be on
20 the stand for awhile. I'm sure we have Mr. Nelson be called
21 back. He's got his redirect also. And Mr. Dickerson may call
22 Mr. Nelson in his case in chief and you may be called back on
23 Mr. Dickerson's case in chief. So I'm just trying to tell
24 both of you guys on that -- that it's -- it's going to be

1 painful for both of you. So you really need to in good faith
2 see if you guys can resolve it.

3 As again, I'm presuming everything is community
4 property. If there's some issues about separate property or
5 some legal issues, we'll get there. But it just -- it's not
6 comfortable being there and I see the pain on both parties
7 that it's -- it's difficult for the Court to see that. So I
8 can only imagine for the parties how hard it is. So I do
9 recognize that, but I want to give you guys as much time as
10 you need. And if we need to have a three month trial, we'll
11 do that as well for the parties to try to be -- hope you guys
12 can sit during trial to resolve and fair by each other because
13 that's -- you have a long term relationship. You're going to
14 have it. So you need to do right by each other and not get
15 caught up with a lot of legalese that we do.

16 I have to follow the law. You guys don't have to.
17 You guys need to do what's right for both of you. So
18 hopefully we can get there and there's a lot of emotions on
19 that. But I do want you to know that I do know it's difficult
20 for both of you. I do watch it and it's hard. And I hate to
21 see you both go through that. But I understand you both have
22 the right to do that and I respect that to do what you guys
23 need to do. Okay. Thanks. And have a -- have a good lunch
24 on that and make sure the attorneys --

1 MR. JIMMERSON: And you too, Judge. Thank you so
2 much for --

3 THE COURT: -- make sure the attorneys pickup the
4 tabs because they don't pickup the tab for my lunch I know.

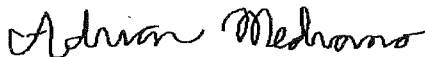
5 THE WITNESS: They can though, can then?

6 THE COURT: No, if I -- it's a mythical problem. I
7 don't know. Mr. Jimmerson I think would be on the -- would be
8 on the Dollar Value Meal so I think I could -- he could
9 probably buy it there but I don't think the others will worry
10 about the --

11 (PROCEEDINGS CONCLUDED AT 11:14:12)

12 * * * * *

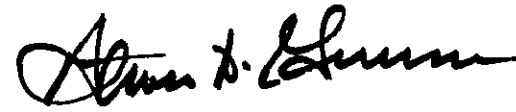
13 ATTEST: I do hereby certify that I have truly and
14 correctly transcribed the digital proceedings in the
15 above-entitled case to the best of my ability.

16
17 

18
19 Adrian N. Medrano

20
21
22
23
24

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



CLERK OF THE COURT

Attorneys for Defendant

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ERIC L. NELSON,

Plaintiff,

v.

LYNITA SUE NELSON,

Defendant.

CASE NO. D-09-411537-D
DEPT. ~~D~~ L

02 / 22 / 2011

10 : 30 AM

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

**MOTION FOR TEMPORARY SUPPORT, FOR RELEASE OF INFORMATION,
FOR AN ORDER ENJOINING ERIC FROM TAKING CERTAIN ACTIONS,
FOR MONITORING BY THIS COURT OR APPOINTMENT OF A RECEIVER,
AND FOR AN AWARD OF ATTORNEYS FEES**

COMES NOW Defendant, LYNITA SUE NELSON, by and through her attorneys, ROBERT P. DICKERSON, ESQ., and KATHERINE L. PROVOST, ESQ., of THE DICKERSON LAW GROUP and respectfully moves this Honorable Court for the following relief:

1
2 1.) An order requiring Plaintiff, ERIC L. NELSON ("Eric") to equally divide all income
3 received from the parties' commercial building ("Lindell"), rental properties ("BanOne"), notes
4 receivable ("Notes") and commercial lease ("Russell Road") with Defendant, LYNITA S. NELSON
5 ("Lynita") during the pendency of this action as and for temporary spousal support;

6 2.) An order requiring Eric to sign a written authorization allowing Paul Alanais to
7 release all information relating to the Silver Slipper to Lynita, or if Eric will not do so, a Court Order
8 authorizing such release;

9 3.) An order enforcing the Joint Preliminary Injunction and enjoining Eric from further
10 encumbering any of the parties' assets or negotiating any additional "deals" which have a negative
11 impact on the income to be received during the pendency of this action;


12 4.) An order requiring Eric to pay to The Dickerson Law Group attorneys fees in the
13 amount of \$50,000 for the cost of bringing this motion and the cost of future trial proceedings; and

14 5.) Any other orders that this Court deems necessary and appropriate.

15 This Motion is made and based upon the records, files and pleadings on file herein, the Points
16 and Authorities submitted herewith, the Affidavits submitted in support of this motion, and such
17 other and further evidence as may be adduced at the hearing of this matter.

18 DATED this 18th day of January, 2011.

19 THE DICKERSON LAW GROUP

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

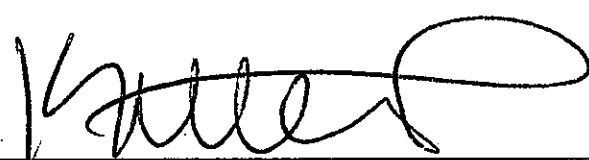
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOTICE OF MOTION

PLEASE TAKE NOTICE that the under signed will bring the foregoing MOTION FOR TEMPORARY SUPPORT, FOR RELEASE OF INFORMATION, FOR AN ORDER ENJOINING ERIC FROM TAKING CERTAIN ACTIONS, FOR MONITORING BY THIS COURT OR APPOINTMENT OF A RECEIVER, AND FOR AN AWARD OF ATTORNEYS FEES on for hearing before the above-entitled Court, on the 22nd day of February 2011, at the hour of 10:30 a.m./p.m., or as soon thereafter as counsel may be heard.

DATED this 18th day of January, 2011.

THE DICKERSON LAW GROUP

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

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. Pertinent Facts

3 Plaintiff, Eric L. Nelson ("Eric") and Defendant, Lynita Sue Nelson ("Lynita") were married
4 on September 17, 1983. They have been married for more than 27 years. During this lengthy
5 marriage the parties have been blessed with five children. Three of the parties' children are now
6 adults. Custody of the remaining two (2) minor children was resolved by the parties' Stipulated
7 Parenting Agreement, signed October 15, 2008 and entered as an Order of this Court February 8,
8 2010. Pursuant to their Parenting Agreement, Lynita has primary physical custody of the minor
9 children, subject to Eric's right of visitation as specified in the Parenting Agreement.

10 As this Court is well versed in the extent of the parties' assets after eight (8) days of trial, and
11 the difficulties counsel has had in attempting to reach an amicable settlement to date, Lynita will
12 refrain from once again reciting such information. Suffice it to say, even after months of discovery,
13 multiple days of mediation with Robert Gaston, multiple days of trial, and two (2) separate efforts
14 by this Court to facilitate settlement, this case remains far from conclusion.

15 As was the case for the duration of the parties marriage, Eric remains in sole control of all
16 but one of the parties' income producing assets. The sole asset which Lynita has any control over
17 and may draw upon being the Charles Schwab/Capstone Capital account which is titled solely in her
18 name. Since the inception of this case Eric alone has had the benefit of accessing and utilizing the
19 income received from the parties' assets. Specifically, Eric has been (or should have been)¹
20 receiving monthly income from the parties' commercial building ("Lindell")², numerous rental
21 properties in Nevada and Arizona ("BanOne")³, Notes receivable ("Notes"), and commercial lease

22 _____
23 1 As this Court is well aware, Eric frequently cuts deals with family members and business partners if such deals benefit
24 him personally. Such deals include allowing family and friends to occupy real property owned by the parties for
significant periods of time without requiring the payment of rent.

25 2 Eric's testimony and exhibits indicate that the total rents received monthly from the Lindell commercial building are
26 \$7,374. However, Eric continues to occupy 3,600 square feet of space in the Lindell commercial building without paying
rent. This Court should attribute a reasonable rent to Eric of \$1,000 per month and include this figure in the total rents
to be equally divided between Eric and Lynita during the pendency of this action.

27 3 Lynita believes the total rents received monthly from the BanOne rental properties are approximately \$27,650. Eric
28 should be required to equally divide all rents received from the BanOne rental properties with Lynita and should provide
Lynita with a detailed monthly accounting of all such rents received.

1 (“Russell Road”)⁴. Eric has testified at trial that he has used some of this income to purchase and
2 improve his residence at 2911 Bella Kathryn Circle from the \$382,000 value at time of purchase in
3 December 2009 to the approximately \$1.3 million plus⁵ home it is today. While Eric has utilized
4 community funds to improve his situation, the end result of his actions is to reduce the cash available
5 to the community at the conclusion of this divorce. Further, while Eric has had the benefit of living
6 from income generated by the community, Lynita’s sole source of support during these proceedings
7 has been the Charles Schwab/Capstone Capital account which is titled solely in her name. Lynita
8 has received minimal financial support from Eric⁶ since the start of this divorce. Rather, Eric has
9 required her to live from the monies in the Charles Schwab/Capstone Capital account, once again
10 reducing the cash available to the community at the conclusion of this divorce.

11 During the November 16, 2010 trial setting, the Court heard testimony from Paul Alanais,
12 managing partner of the Silver Slipper Casino (“Silver Slipper”), in which the parties maintain an
13 interest. Prior to this court appearance Mr. Alanais had appeared for his deposition and willingly
14 provided Lynita and her counsel with information pertaining to the operation of the Silver Slipper
15 and its finances. However, within days of his trial appearance, Mr. Alanais was instructed by Eric
16 not to share any information with Lynita. Mr. Alanais has informed Lynita that while he is “more
17 than happy to share all current information with [her]” he cannot do so because Eric has “chastized
18 [him] regarding giving information to [her] or [her] attorney, asserting that [she is] not a partner.”
19 Mr. Alanais recognizes Lynita and her counsel have a right to know what is going on with the Silver
20 Slipper but feels his hands are tied and he has “been given no alternative at this point by Eric.” See
21 **Exhibit A.**

22 Further, in December 2010, Eric, on behalf of Dynasty Development Group, LLC (a
23 community asset) notified Mr. Alanais that he was rejecting the 2011 Annual Plan for the Silver
24

25 4As of January 1, 2011 the total rents received which should have been received monthly under this lease are \$30,000.

26 5 As of the filing of this motion it is unknown how much of the parties’ community funds Eric has placed into improving
27 the Bella Kathryn property. The 1.3 million figure included in this motion is as of the last known estimate provided by
Eric.

28 6All financial support from Eric stopped in 2009.

1 Sipper casino. As a result of this rejection, Eric received a Buy/Sell Notice from Mr. Alanais on
2 behalf of the Silver Slipper. *See Exhibit B* attached. The effect of this Buy/Sell Notice is
3 detrimental to the community as it will likely result in the community's interest in the Silver Slipper
4 casino either being purchased for far below its true value or being lost all together. Additionally, as
5 evidenced by Eric's text to Lynita sent January 12, 2011, Eric is now alleging he will be liening
6 assets subject to distribution in this divorce action, up to \$10,000,000 to "take on Paul SS." *See*
7 **Exhibit C** attached.

8 This Court has seen firsthand Eric's numerous attempts to control every aspect of this divorce
9 and to control Lynita throughout this divorce, just as he controlled her during their marriage. Eric's
10 directive to Mr. Alanais and his continued decision to encumber the parties' assets all in the name
11 of his "normal course of business" is now, in Eric's own words, anticipated to have a "profound
12 effect" on the assets available for division upon conclusion of this divorce action and will further
13 bind Lynita and this Court as attempts to resolve this action continue. This Court's immediate
14 intervention is necessary so as to allow Lynita and her counsel access to vital information regarding
15 community assets, to protect the parties' assets from further dissipation by Eric, and to provide
16 Lynita with a source of income from which she can continue to support herself and the parties'
17 children for the duration of this action as it is clear that this divorce will not soon be over.

18 II. Lynita is Entitled to Temporary Spousal Support

19 Lynita is financially dependent upon Eric and the community's assets for her support. She
20 is without professional skills with which to support herself and is financially unable to support
21 herself or the parties' minor children without access to community assets. Eric has enjoyed sole use
22 of all rental income received from the Lindell commercial building, BanOne rental properties, Notes
23 and Russell Road commercial lease for the duration of these proceedings. Rather than share any of
24 the income he receives with Lynita, Eric utilizes these funds as he alone desires. Lynita has been
25 supporting herself and the parties' minor children by drawing upon the Charles Schwab/Capstone
26 Capital account held in her sole name. As shown on the Financial Disclosure Form submitted by
27 Lynita in support of this motion, Lynita's monthly need to support her lifestyle is arguably
28 \$42,962.11 (inclusive of the attorneys fees she is now being forced to expend due to Eric's inability

1 to settle this case in a fair and equitable manner) or at least \$30,462 (if monthly attorneys fees are
2 taken out of the equation). *See Exhibit D*, final row. This lifestyle is akin to the lifestyle which Eric
3 and Lynita lived and shared at the time of their separation in 2007 and in years prior to their
4 separation. *See Exhibit D*, next to last row.

5 Attached as **Exhibit E** is a spreadsheet prepared by Melissa Attanasio identifying the
6 monthly income the parties' should be receiving from their assets (exclusive of expenses). Attached
7 as **Exhibit F** is a spreadsheet provided by Eric purportedly detailing the Note payments/Rents he has
8 received as of January 12, 2011. A quick comparison of these two documents confirms that Eric has
9 failed to list numerous income producing assets on his spreadsheet, most likely because he does not
10 feel it necessary to either apprise Lynita of this income or to share it with her. While Ms. Attanasio
11 has calculated that Eric has been, or should be receiving monthly income (exclusive of expenses)
12 of \$70,063, Eric's spreadsheet alleges he is only receiving \$1,510 per month.⁷

13 Interestingly, Eric's spreadsheet also indicates that one of the parties' assets, a note receivable
14 to Keith Little, secured by a piece of real property located at 7817 Leavorite was paid off in
15 September 2010, Eric did not mention this at any time to Lynita, her counsel, or Ms. Attanasio, and
16 apparently felt it appropriate to keep the entire \$127,900.90 which he received from Mr. Little for
17 himself. Additionally, while Eric claims to be living off his savings and receiving only \$1,510 per
18 month in income, he has informed Lynita that he is taking the parties' children on a 21 day trip to
19 Europe this summer.

20 Lynita should not be forced to diminish the Charles Schwab/Capstone Capital account any
21 further as it remains one of the few sources of cash which will remain available for the Court to
22 award to Lynita upon conclusion of this divorce. Rather, Eric should be equally dividing the rental
23 income received from the Lindell commercial building, BanOne rental properties, and Russell Road

24 ...

25 ...

26 ...

27
28 ⁷ As of December 31, 2010.

1 commercial lease with Lynita so as to provide her with a temporary source from which to support
2 herself and the parties' children.⁸

3 N.R.S. section 125.040(1), expressly provides, in pertinent part, as follows:

4 1. In any suit for divorce the court may, in its discretion, upon
5 application by either party and notice to the other party, require either party to pay
6 moneys necessary to assist the other party in accomplishing one or more of the
7 following:

8 (a) To provide temporary maintenance for the other party;

9 2. The court may make any order affecting property of the parties, or
10 either of them, which it may deem necessary or desirable to accomplish the purposes
11 of this section. Such orders shall be made by the court only after taking into
12 consideration the financial situation of each of the parties.

13 In light of this statutory authority providing for the payment of "temporary maintenance"
14 during the pendency of a divorce action, the Nevada Supreme Court has given the trial courts a guide
15 to determine a wife's entitlement to an appropriate order awarding her such support. In *Engebregson*
16 v. *Engebregson*, 75 Nev. 237, 338 P.2d 75 (Nev. 1959), our Supreme Court, in upholding the trial
17 court's award of temporary support, stated and held as follows:

18 In our opinion, the statute [N.R.S. 125.040] does not limit awards of
19 temporary alimony to those cases where the wife is destitute or practically so. It
20 contemplates such awards when the facts, circumstances, and situation of the parties
21 are such that in fairness to the wife she should be given financial assistance for her
22 support during the pendency of the action.

23 *Engebregson*, 75 Nev. at 240. In *Heim v. Heim*, 104 Nev. 605, 763 P.2d 678 (1988), the Nevada
24 Supreme Court further enunciated principles that are helpful in determining the nature of an award
25 of alimony. For example, the Court stated that an award of spousal support "must be fairly related
26 to the 'respective merits' of the parties and to the 'condition in which they will be left by the divorce.'" *Heim*, 104 Nev. at 608 (emphasis added).

27 Following conclusion of this divorce, whenever that may be, there will be limited cash
28 available to award Lynita. Lynita does not have the business acumen developed by Eric over many

8 Lynita recognizes that there are certain fixed expenses tied to these assets. Deduction of true fixed expenses prior to equal division of rents is acceptable to Lynita provided she is afforded a detailed monthly accounting of all such expenses. This Court is requested to remain involved and provide oversight for this issue should a dispute later exist concerning the legitimacy of any expense deduction.

1 years and will likely need to support herself post-divorce with income produced by the assets
2 awarded to her upon completion of this divorce. Lynita should be equally sharing in a known
3 income source for her support during the pendency of this case, not diminishing one of the few
4 remaining cash accounts which are left. For this reason Lynita seeks an Order from this Court
5 requiring Eric to equally divide the income received from the Lindell commercial building, BanOne
6 rental properties, and Russell Road commercial lease with her during the pendency of this action as
7 and for temporary spousal support.

8
9 III. Eric Should be Admonished Against Further Interference and Must Be Required to Sign All
Necessary Authorizations to Allow Lynita Access to Information

10 Whether Eric likes it or not, all of the parties' assets, including their interest in the Silver
11 Slipper Casino⁹ are community in nature. To ensure Lynita and her counsel are aware of what is
12 happening with this valuable asset, which Eric himself has indicated is complex in nature and ever
13 evolving, Eric must be required to authorize Paul Alanais to share all information pertaining to the
14 Silver Slipper with Lynita and her counsel. As Eric has unilaterally placed a moratorium on the prior
15 sharing of information by Mr. Alanais and Lynita, Lynita now seeks this Court's intervention and
16 assistance. Lynita respectfully requests that Eric be admonished for interfering with the sharing of
17 information regarding the Silver Slipper and seeks an Order requiring Eric to sign a written
18 authorization allowing Paul Alanais to release all information relating to the Silver Slipper to Lynita,
19 or if Eric will not do so, a Court Order authorizing such release.

20
21 IV. The Joint Preliminary Injunction Should Be Enforced and Eric Should Be Prohibited From
22 Further Encumbering Any of the Parties' Assets or Negotiating any Additional "Deals"
Which Have a Negative Impact on the Income to be Received During the Pendency of this
Action

23 Despite prior admonishment from this Court, Eric continues to do as he pleases with respect
24 to the parties' assets. His justification for his actions, that he is acting "in the normal course of
25 business." In making such decisions as to make deals to once again reduce the rental income
26

27 9 The parties' interest in the Silver Slipper is held through Dynasty Development Group. Eric has recently asserted that
28 he alone has an interest in the Silver Slipper as this asset was his pursuant to his separate property trust. This Court has
previously indicated its belief that all assets of the parties are community and not separate.

1 received from Russell Road (tenant was obligated to pay \$30,000 per month rent as to January 2011
2 but Eric has agreed to reduce the rent to \$17,500) and encumber assets to obtain a \$10,000,000 loan
3 to "take on Paul SS" Eric relies upon the language of the JPI which states as follows:

4 **YOU ARE HEREBY PROHIBITED AND RESTRAINED FROM:**

5 1. **Transferring, encumbering, concealing, selling or otherwise disposing of any of**
6 **your joint, common or community property of the parties, or any property which is the subject**
7 **of a claim of community interest, except in the usual course of business** or for the necessities of
8 life, without the written consent of the parties or the permission of the court.

9 While Lynita respects Eric as a successful businessman, Eric continues to make decisions
10 which are detrimental to Lynita and the community all in the name of what he states is the "usual
11 course of business." Lynita can see no justification for once again delaying payment of rents due on
12 the Russell Road property nor for encumbering assets which are subject to division by this Court at
13 the time of divorce so Eric can engage in what can only be classified as a battle of machismo against
14 Mr. Alanais and the other partners of the Silver Slipper casino venture.

15 NRS 125.040 provides, in pertinent part, as follows:

16 1. In any suit for divorce the court may, in its discretion, upon
17 application by either party and notice to the other party, require either party to pay
18 moneys necessary to assist the other party in accomplishing one or more of the
19 following:

- 20 (a) To provide temporary maintenance for the other party;
21 (b) To provide temporary support for children of the parties; or
22 (c) To enable the other party to carry on or defend such suit.

23 2. *The court may make any order affecting property of the parties, or*
24 *either of them, which it may deem necessary or desirable to accomplish the*
25 *purposes of this section. Such orders shall be made by the court only after taking*
26 *into consideration the financial situation of each of the parties.*

27 (Emphasis added).

28 NRS 33.010 adds, in pertinent part, as follows:

An injunction may be granted in the following cases:

* * *

1 2. When it shall appear by the complaint or affidavit that the
2 commission or continuance of some act, during the litigation, would produce
3 great or irreparable injury to the plaintiff.

4 3. When it shall appear, during the litigation, that the defendant
5 is doing or threatens, or is about to do, or is procuring or suffering to be done,
6 some act in violation of the plaintiff's rights respecting the subject of the
7 action, and tending to render the judgment ineffectual.

8
9 Finally, NRS 125.050 provides as follows:

10 If, after the filing of the complaint, it is made to appear probable to the court
11 that either party is about to do any act that would defeat *or render less effectual any*
12 *order which the court might ultimately make concerning the property or pecuniary*
13 *interests*, the court shall make such restraining order or other order as appears
14 necessary to prevent the act or conduct and preserve the status quo pending final
15 determination of the case.

16 (Emphasis added).

17 Lynita requests that this Court enforce the Joint Preliminary Injunction which is already in
18 place and enjoin Eric from further encumbering any of the parties' assets or negotiating any
19 additional "deals" which have a negative impact on the income to be received during the pendency
20 of this action. Such action is immediately necessary as Eric has breached his fiduciary duties to
21 Lynita and is acting against the best interests of the community. Eric has taken actions which cut
22 off Lynita's access to information regarding the Silver Slipper, has cut (or soon will cut) a "deal" that
23 again reduces community income from Russell Road, and will encumber assets which are subject
24 to equal division at the time the parties' divorce is finalized.

25 IV. The Court Should Personally Monitor Eric's Business Activities of Appoint a Receiver to
26 Act in this Capacity

27 Without action by this Court, Lynita's interest in community assets may be irreparably
28 injured. While Lynita and her counsel have made significant attempts to settle this action during
the past thirty (30) days, and had in fact hoped same was settled just prior to the new year, settlement
no longer appears possible. Eric's actions during this case, and especially during the months of
December 2010 and January 2011, are not in the best interest of the community, and continue to
place Lynita's fifty percent (50%) interest in all community assets at risk. Eric has shown by his
behavior that he can no longer be entrusted with managing the parties' assets without oversight and

1 it is necessary for this court to become involved and provide the oversight necessary to protect
2 Lynita's interest in marital assets, or if the Court will not personally do so, for this Court to appoint
3 a receiver to take control of the community assets presently under Eric's control so as to (1) provide
4 an accurate accounting of all income and expenses to the parties, (2) ensure future management of
5 the assets is conducted in such a manner so as to preserve the assets for equal division by this court,
6 (3) ensure both parties have equal access to information regarding the community assets. Such a
7 remedy is essential to preserve the interests of all parties.

8 1. Standard of Review to Appoint a Receiver

9 Should this Court determine it does not have the time, desire, or resources to personally
10 devote to monitoring Eric's business dealings, the court should appoint a receiver in this case to act
11 in this capacity. The facts of this action indicate that such a remedy is necessary to preserve Lynita's
12 interest in community assets. A receiver may be appointed in actions between partners jointly
13 owning an interest in property which is in danger of being lost, removed, or materially injured. NRS
14 32.010(1).¹⁰ The Nevada Supreme Court also turns to NRS 32.010(6)¹¹ where other equitable
15 remedies may not be sufficient because, without a receiver, the judgment of the court may become
16 meaningless. *Bowler v. Leonard*, 70 Nev. 370, 269 P.2d 833 (1954).

17 In *Bowler*, the parties had conflicts regarding their interests in cattle. *Id.* The court appointed
18 a receiver to safeguard and manage the herd pending the outcome of the case. *Id.* The present case
19 is similar to *Bowler* because Lynita and Eric have conflicts regarding the management of and their
20

21 _____
21 10NRS 32.010 provides:

22 **Cases in which receiver may be appointed.** A receiver maybe appointed by the court in which an action is
23 pending, or by the judge thereof:

24 1. In an action . . . between partners or others jointly owning or interested in any property or fund, on
25 application of the plaintiff, or of any party whose right to or interest in the property or fund, or the proceeds thereof, is
26 probable, and where it is shown that the property or fund is in danger of being lost, removed or materially injured.

26 . . .

27 6. In all other cases where receivers have heretofore been appointed by the usages of the courts of equity.

28 ¹¹See footnote 4, which includes NRS 32.010(6). This statutory provision allows this Court, as a court of equity, to
appoint a receiver to protect Lynita from Eric's continued dissipation of the community assets.

1 respective interests in certain community assets. Also, as in *Bowler*, a receiver is needed to
2 safeguard assets pending the outcome of the case. Without a receiver, the community cannot be
3 safeguarded from Eric's continued efforts to endanger community assets without Lynita's knowledge
4 or approval.

5 The courts have taken a very liberal approach towards the appointment of a receiver where
6 one party engages in oppressive action against another party. *Sugarman C. v. Morse Brothers*, 50
7 Nev. 191, 200-01, 255 P. 1010 (1927). In the present case, Eric's conduct of affirmatively blocking
8 Lynita's access to information about community assets, providing incomplete information with
9 respect to the parties' monthly income, taking actions adverse to the community with respect to the
10 community's interest in the Silver Slipper, and threatening to further encumber assets so as to allow
11 Eric to participate in a battle of machismo against Mr. Alanais and the other partners of the Silver
12 Slipper casino venture constitutes oppressive action. Furthermore, this oppressive action is
13 materially injuring Lynita's fifty percent (50%) interest in the community. It cannot be in the best
14 interest of Lynita or the community for Eric to continue to be permitted to act as he has during the
15 past sixty days. Eric's behavior is inexcusable and oppressive.

16 Lynita's interest in the community are best preserved by the active participation of this Court
17 or appointment of a receiver in this case. Without action, Eric will continue to do as he sees fit, to
18 the detriment of Lynita and the community until the time these parties are ultimately divorce, and
19 Lynita may very well have no remedy at that time.

20 2. A Receivership is Appropriate Because Eric's Conduct is Oppressive and Absent
21 Immediate Judicial Intervention, Lynita Has No Adequate Remedy At Law

22 After a complaint is filed, a petition containing sufficient facts to justify the appointment
23 must be filed. *State ex re. Nenzel v. Second Judicial District Court*, 49 Nev. 145, 157, 241 P. 317
24 (1925). In the petition, the applicant must identify the relationship of the applicant to the proposed
25 receivership estate and give the court a factual explanation why a receiver should be appointed. *Id.*

26 Here, Lynita has identified the relationship between herself and Eric. Eric and Lynita have
27 been married in excess of 27 years. Lynita is an equal, fifty percent (50%) owner of all community
28 property which has been acquired during the parties' lengthy marriage.

1 Absent this Court's decision to intervene and personally monitor Eric's business practices,
2 a receiver should be appointed because Eric has systematically acted in a manner so as to restrict
3 Lynita's access to information concerning community assets (specifically prohibiting the sharing of
4 information concerning the Silver Slipper casino), has failed to provide Lynita with full and
5 complete information regarding income generated from the parties' assets, and intends to encumber
6 assets subject to division by this Court at the time these parties are ultimately divorced. This conduct
7 materially injures Lynita's interest in the community and absent a receiver, Lynita will have no
8 adequate remedy to recover her share of existing community assets by the time these parties are
9 ultimately divorced.

10 The appointment of a receiver is discretionary, to be governed by all the circumstances in the
11 case. *Bowler* at 383. The applicant must satisfy the same criteria for obtaining injunctive relief,
12 including the demonstration of reasonable probability of success on the merits. *Nines v. Plante*, 99
13 Nev. 259, 262, 661 P.2d 880 (1983). The applicant must show that legal remedies are inadequate.
14 *State ex. rel. Nenzel v. Second Judicial District Court*, 49 Nev. 145, 160, 241 P. 317 (1925). The
15 applicant should show that the receivership is necessary to preserve assets or preserve the status quo.

16 In the present case, the parties have, during their lengthy marriage, accumulated quite a
17 substantial estate. They have done so for the benefit of each of them personally and for the benefit
18 of their five children. Nevertheless, because of his anger at Lynita and her counsel over these
19 divorce proceedings, Eric is no longer acting rationally and with the best interest of the community
20 in mind. While Lynita retains a fifty percent (50%) interest in all community assets, Eric has
21 engaged in a course of conduct which materially injures that interest. Eric's conduct is offensive,
22 if not oppressive. He presently retains total control over the majority of the community assets and
23 has shown he will no longer act in the best interest of the community.

24 Without a receiver, Eric will continue to act however he desires and there may be no other
25 relief available to Lynita to compensate her for Eric's actions. Eric's actions are not in the best
26 interest of Lynita or the community. Absent this Court's inclination to personally monitor Eric's
27 business dealings, a temporary receiver needs to be appointed immediately. Without a temporary
28 receiver, Eric will continue to act outside of the best interest of the community, and this Court's

1 hands will be tied when trying to divide the remaining asset at the time these parties are ultimately
2 divorced.

3 IV. Lynita Should Be Awarded Attorneys Fees

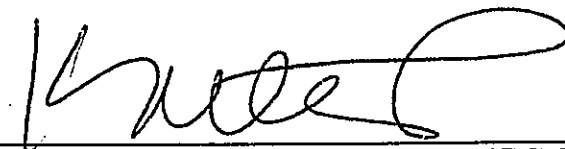
4 Lynita is entitled to and should be granted an award of attorney's fees to compensate her for
5 having to bring this motion. It is well settled under Nevada law that "[t]he wife must be afforded
6 her day in court without destroying her financial position. This would imply that she should be able
7 to meet her adversary in the courtroom on an equal basis." *Sargeant v. Sargeant*, 88 Nev. 223, 227,
8 495 P.2d 618 (1972). Lynita must be placed in parity with Eric in order to provide a level playing
9 field on which to litigate the issues of this divorce. Eric is capable of paying a lump sum as and for
10 Lynita's attorneys fees incurred by this Motion as well as to allow Lynita to continue to present her
11 case at trial.

12 Eric caused this motion to become necessary by his failure to provide Lynita with any spousal
13 support during the pendency of this action, by his directive to Mr. Alanais to stop sharing
14 information concerning the Silver Slipper with Lynita and her counsel, and by taking actions which
15 are adverse to the best interest of the community. Lynita respectfully requests an award of not less
16 than \$50,000 in attorneys fees to be paid by Eric to The Dickerson Law Group within ten (10) days,
17 with such award being reduced to judgment, collectible by all lawful means should Eric fail to pay
18 same in the allotted ten (10) days. Eric has the ability to satisfy such an Order from the Mellon bank
19 account or Mellon line of credit, both of which remain solely under his control.

20 Dated this 18th day of January, 2011.

21 Respectfully Submitted by:

22 THE DICKERSON LAW GROUP

23
24 By 
25 ROBERT P. DICKERSON, ESQ.
26 Nevada Bar No. 000945
27 KATHERINE L. PROVOST, ESQ.
28 Nevada Bar No. 008414
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for Defendant

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ERIC L. NELSON,)

Plaintiff/Petitioner)

-VS-)

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

LYNITA SUE NELSON)

Defendant/Respondent)

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

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

Motion for Temporary Support, for Release of Information, for an Order Enjoining Eric from Taking Certain Actions, for Monitoring by This Court or Appointment of a Receiver, and for an Award of Attorneys Fees

**Motions and Oppositions to
Motions filed after entry of final
Decree or Judgment are subject
to the Re-open filing fee of
\$25.00, unless
specifically excluded.
(NRS 19.0312)**

EXCLUDED MOTIONS/OPPOSITIONS



Motions filed before final Divorce/Custody Decree entered
(Divorce/Custody Decree NOT final)



Child Support Modification ONLY



Motion/Opposition for Reconsideration (Within 10 days of Decree)
Date of Last Order _____



Request for New Trial (Within 10 days of Decree)
Date of Last Order _____



Other Excluded Motion _____
(Must be prepared to defend exclusion to Judge)

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

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

☒ Motion/Opp IS NOT subject to filing fee

Date: January 21, 2011

Priscilla Baker

Printed Name of Preparer



Signature of Preparer

EXHIBIT A

From: Eric Nelson [eric@enlvcorp.com]
Sent: Wednesday, November 24, 2010 9:31 AM
To: palanis@silverslippergaming.com
Cc: Bob Dickerson; 'Attanasio, Melissa G'; Lynita Nelson; 'Joe Leauanae'
Subject: RE: Fw: Board Of Manager's Call 11/24/10

Paul,

Lynita and her counsel and any other professionals have been invited to my office only so I can see their intent on or off the phone. For them to participate is totally against the MS gaming commission rules and regulations as I understand without my consent and the boards.

Any negotiations from any party w/out my full knowledge and written consent I will seek all legal recourse and the MS gaming commission will be hereby notified of what I believe to be fraudulent activity. I remind all parties that Lynita Nelson is a non-licensed, never been licensed, never been investigated by any gaming commission let alone MS. Her involvement prior to this had only been to satisfy information of the Silver Slipper. Again, any negotiations w/ her or communication w/ her or her professionals w/out a court order are strictly adverse to my request.

Again, I have invited Lynita and her professionals to my office so I can tape record and monitor her involvement in this call.

Thank you.

Eric Nelson

From: palanis@silverslippergaming.com [mailto:palanis@silverslippergaming.com]
Sent: Wednesday, November 24, 2010 9:07 AM
To: L. Nelson
Cc: eric@enlvcorp.com
Subject: RE: Fw: Board Of Manager's Call 11/24/10

Lynita I am somewhat confused because yesterday I received an email from Eric instructing me not to talk to you or your legal counsel or share any financial information with you. Now I see that he has invited you to participate in the call this morning. Candidly, I don't know what Eric wants, so I will ask him first thing on the call this morning to clarify his position and ask the other members of the Board if they have any objection to your participating in this call. If Eric agrees and there is no other objection I will ask Eric to email or text you the call-in number, otherwise I assume that you will not be able to participate in the call directly. Paul

----- Original Message -----

Subject: Fw: Board Of Manager's Call 11/24/10
From: "L. Nelson" <tiggywinkle@cox.net>
Date: Wed, November 24, 2010 2:37 am
To: <palanis@silverslippergaming.com>
Cc: "Bob Dickerson" <bob@dickersonlawgroup.com>, "priscilla baker" <priscilla@dickersonlawgroup.com>

Paul,

Below is an invitation from Eric to include me in the telephonic meeting on Wednesday, November 24th, 10a.m. Due to the holiday I am unable to be present at Eric's office for the meeting. However, I

appreciate the opportunity to listen to the discussion of items being heard.

I appreciate your consideration and ask if your office would facilitate this by ringing me in to the meeting or provide me with the 'call-in' number.

Should you disagree, I ask if you will then please provide me with the notes/minutes of the meeting.

Respectfully,

Lynita Nelson

----- Original Message -----

From: Eric Nelson
To: Lynita Nelson ; bob@dickersonlawgroup.com ; 'Joe Leauanae' ; 'Attanasio, Melissa G'
Sent: Tuesday, November 23, 2010 10:21 AM
Subject: FW: Board Of Manager's Call 11/24/10

Eric invites you to be here at this office for this call. This is a critical conversation. You should be at Eric's office at 10 am if you want to listen in.

From: palanis@silverslippergaming.com [<mailto:palanis@silverslippergaming.com>]
Sent: Tuesday, November 23, 2010 9:07 AM
To: Jess Ravich; eric@enlvcorp.com; mccarlie@cableone.net; lostrow@silverslippergaming.com
Cc: rmcgowan@enlvcorp.com
Subject: Board Of Manager's Call 11/24/10

I am proposing to have a Board of Managers telephonic meeting on Wednesday, November 24th at 10a.m. Pacific Time. The purpose of the meeting is to discuss and submit for approval the Annual Plan for 2011 (as it must be sent to our lender's before the end of the month) and to discuss and submit for approval the attached Memorandum of Understanding, which creates a forbearance from foreclosure, under certain circumstances and conditions, until 12/31/11.

Please respond today by email to let me know that you will be available for such call. The call-in number remains the same:

Thank you,

Paul

From: L. Nelson [tiggywinkle@cox.net]
Sent: Wednesday, November 24, 2010 10:07 AM
To: Paul Alanis
Cc: Bob Dickerson; priscilla baker
Subject: Fw: Fw: Board Of Manager's Call 11/24/10

Hello Paul,

I am very sorry for the confusion. Myself and my counsel received repeated phone calls, emails and texts through the early afternoon to make themselves available for the 'Board of Manager's Call' this morning.

As of a few moments ago, I have been forwarded the email Eric sent you regarding my/our involvement in the meeting. It has been our understanding that we were to be there to 'listen' only as I hope I was clear in my email correspondence with you.

I am unaware at this time of the gaming guidelines of Mississippi at this time as to how they relate to me or my counsel being able to listen in at the meeting. As Eric made it very clear repeatedly that he wanted all of us to be present we of course we were relying on his knowledge of what those guidelines were.

This is the type of behavior I have grown accustomed to. This may be more than what I should state openly, however please be aware that I am very much interested in being able to listen in only on the meeting.

The discussions and information discussed are important for me to be aware of.

I have rec'd an text moments ago, inviting me to a meeting at his office at 10:30. Is that a meeting you would be present with him on the phone ?

Sincerely,

Lynita Nelson

----- Original Message -----

From: palanis@silverslippergaming.com
To: L. Nelson
Cc: eric@enlvcorp.com
Sent: Wednesday, November 24, 2010 9:06 AM
Subject: RE: Fw: Board Of Manager's Call 11/24/10

Lynita I am somewhat confused because yesterday I received an email from Eric instructing me not to talk to you or your legal counsel or share any financial information with you. Now I see that he has invited you to participate in the call this morning. Candidly, I don't know what Eric wants, so I will ask him first thing on the call this morning to clarify his position and ask the other members of the Board if they have any objection to your participating in this call. If Eric agrees and there is no other objection I will ask Eric to email or text you the call-in number, otherwise I assume that you will not be able to participate in the call directly. Paul

----- Original Message -----

Subject: Fw: Board Of Manager's Call 11/24/10
From: "L. Nelson" <tiggywinkle@cox.net>
Date: Wed, November 24, 2010 2:37 am
To: <palanis@silverslippergaming.com>
Cc: "Bob Dickerson" <bob@dickersonlawgroup.com>, "priscilla baker" <priscilla@dickersonlawgroup.com>

Paul,

Below is an invitation from Eric to include me in the telephonic meeting on Wednesday, November 24th, 10a.m. Due to the holiday I am unable to be present at Eric's office for the meeting. However, I appreciate the opportunity to listen to the discussion of items being heard.

I appreciate your consideration and ask if your office would facilitate this by ringing me in to the meeting or provide me with the 'call-in' number.

Should you disagree, I ask if you will then please provide me with the notes/minutes of the meeting.

Respectfully,

Lynita Nelson

----- Original Message -----

From: Eric Nelson
To: Lynita Nelson ; bob@dickersonlawgroup.com ; 'Joe Leauanae' ; 'Attanasio, Melissa G'
Sent: Tuesday, November 23, 2010 10:21 AM
Subject: FW: Board Of Manager's Call 11/24/10

Eric invites you to be here at this office for this call. This is a critical conversation. You should be at Eric's office at 10 am if you want to listen in.

From: palanis@silverslippergaming.com [<mailto:palanis@silverslippergaming.com>]
Sent: Tuesday, November 23, 2010 9:07 AM
To: Jess Ravich; eric@enlvcorp.com; mccarlie@cableone.net; lostrow@silverslippergaming.com
Cc: rmcgowan@enlvcorp.com
Subject: Board Of Manager's Call 11/24/10

I am proposing to have a Board of Managers telephonic meeting on Wednesday, November 24th at 10a.m. Pacific Time. The purpose of the meeting is to discuss and submit for approval the Annual Plan for 2011 (as it must be sent to our lender's before the end of the month) and to discuss and submit for approval the attached Memorandum of Understanding, which creates a forbearance from foreclosure, under certain circumstances and conditions, until 12/31/11. Please respond today by email to let me know that you will be available for such call. The call-in number remains the same:

Thank you,
Paul

From: tiggywinkle@cox.net
Sent: Thursday, December 09, 2010 12:49 AM
To: <palanis@silverslippergaming.com>
Subject: Re: Board of Manager's Meeting Minutes

Paul,

Pleasant news your wife's improving and will soon be able to do those things she enjoys.

Thank you for your reply and willingness to work through this process. I will discuss your request with Bob.

Eric and I have a meeting together this Friday with our council.

I am hopeful we will be able to secure the necessary authorization that will allow us to communicate and work together more freely in the future.

I will update you on the outcome in regards to the outcome of the approval.

Sincerely,
Lynita

From iPhone

On Dec 8, 2010, at 5:48 PM, <palanis@silverslippergaming.com> wrote:

Lynita First of all, thank you for the flowers for my wife. They were incredibly beautiful and greatly appreciated. My wife is making an excellent recovery and feeling better every day. A few more weeks and she will be totally back to her normal routine. Thanks for asking.

As to Silver Slipper, I am more than happy to share all current information with you. I feel, however, that I am in a difficult position between you and Eric. He has chastised me regarding giving information to you or your attorney, asserting that you are not a partner. Can you get Eric to agree and to provide me with written authorization to provide you with the information you request? If I receive that, I will immediately provide you whatever you request. I'm sorry that I cannot be more accommodating right now but I have been given no alternative at this point by Eric. Please let me know. Paul

----- Original Message -----

Subject: Board of Manager's Meeting Minutes

From: "L. Nelson" <tiggywinkle@cox.net>

Date: Wed, December 08, 2010 1:43 am
To: "Paul Alanis" <palanis@silverslippergaming.com>

Hello Paul,

I hope this finds you well and your wife feeling better, especially as we go into the holiday season.

I am writing to request a copy of the minutes from the 'Board of Managers Meeting' held last month.

Also, to make you aware Eric forwarded your email to Gene McCarlie and himself in reference to your disappointment of their disapproval of the 2011 Annual Budget including a possible meeting between the "owners of the Silver Slipper" and Jeff Jacobs.

In light of receiving this information will you also provide information that is related to the referenced matters in your email including any other matters which relate to the Silver Slipper that may not be mentioned that have occurred since the 'Board of Managers Meeting' ?

I am interested in all matters relating to the Silver Slipper.

Respectfully,

Lynita Nelson

EXHIBIT B

DYNASTY DEVELOPMENT GROUP LLC

December 1, 2010

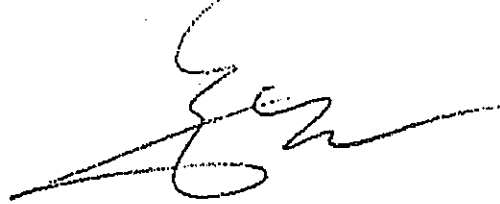
Paul Alanis
Silver Slipper Casino Venture, LLC
150 S. Los Robles Ave #665
Pasadena, Ca 91101

RE: Vote to Approve or Disapprove Silver Slipper 2011 Budget

Dear Paul;

My vote is to reject the budget until many concerns are cleared up. I'll address those concerns in the near future.

Please consider this a no vote for Mr. Gene McCarlie also.



Eric Nelson, Managing Member
Dynasty Development Group LLC

C: Harold Duke, Esq
Gene McCarlie

EN

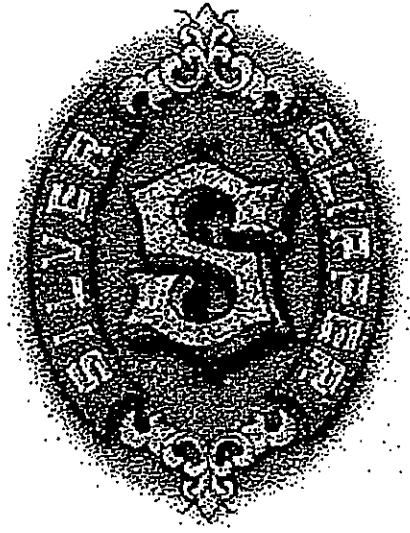
From: Eric Nelson [eric@enlvcorp.com]
Sent: Thursday, December 02, 2010 12:13 PM
To: Lynita Nelson; 'Attanasio, Melissa G'; Bob Dickerson
Subject: FW: Annual Budget/Meeting

From: Paul Alanis [<mailto:palanis@silverflippergaming.com>]
Sent: Wednesday, December 01, 2010 2:09 PM
To: Eric Nelson; Gene McCarlie
Subject: Annual Budget/Meeting

Eric – I am extremely disappointed that you have failed to approve the 2011 Annual Budget. I see no reason why you would not do so. I have nevertheless sent it on the lenders, as required under our Loan Agreement, for their approval and have indicated to them that Dynasty has disapproved the budget.

On another note, we have heard that there may be a meeting occurring tomorrow between the “owners of Silver Slipper” and Jeff Jacobs. I would hope that neither you, nor Gene McCarlie, is planning to have such a meeting and I want you to confirm to me in writing today that no such meeting is planned or will occur. Jeff Jacobs has proven to be our adversary and any meeting that occurred with him without the knowledge and participation of all of the owners of Silver Slipper could be extremely damaging to us. We will hold any of the partners who holds such a meeting responsible for any and all damage occurring as a result of such meeting.

Paul



Via Federal Express

December 14, 2010

Dynasty Development Group, LLC
3611 S. Lindell Road, Suite 201
Las Vegas, NV 89103

Attn: Eric Nelson

Re: Silver Slipper Casino Venture, LLC (the "Company")


Dear Mr. Nelson:


Enclosed is a Notice of Impasse relating to (i) the rejection of the Company's 2011 Annual Plan by yourself and Mr. McCarlie, as members of the Board of Managers of the Company, and (ii) Dynasty Development Group, LLC's ("Dynasty") rejection of the 2011 Annual Plan, as a Voting Member of the Company. As a result of such rejection and the Impasse caused by it, the undersigned, as the voting designees of the remaining Voting Members, all of whom have approved the 2011 Annual Plan, have executed the enclosed notice, which shall also serve as the Buy/Sell Notice as defined in Section 7.1 of the Third Amended and Restated Operating Agreement, as amended (the "Operating Agreement"), of the Company.

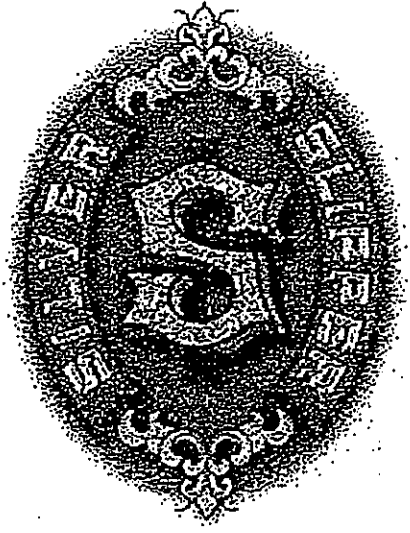
Pursuant to Article 7 of the Operating Agreement, Dynasty must, within the next thirty (30) days, deliver a written notice to the undersigned, setting forth a Stated Value (as defined in the Operating Agreement) for all of the assets of the Company.

Thank you.

Very truly yours,


Paul R. Alanis
Voting Members Designee


Jess M. Ravich
Voting Members Designee



December 14, 2010

To: All Voting Members of Silver Slipper Casino Venture, LLC
The Board of Managers of Silver Slipper Casino Venture, LLC

Dear Board Members and Voting Members:

Please be advised that on Wednesday, November 24, 2010, the Board of Managers of Silver Slipper Casino Venture, LLC (the "Company") approved the 2011 Annual Plan of the Company. On December 6, 2010, the Board submitted the Annual Plan to all of the Voting Members of the Company (through the voting designees) pursuant to the Third Amended and Restated Operating Agreement, as amended (the "Operating Agreement") of the Company.

Please be advised that all of the Voting Members approved the Annual Plan, with the exception of Dynasty Development Group, LLC, which specifically rejected the proposed Annual Plan. Since Dynasty Development Group, LLC, either through its representatives on the Board of Managers or as a Voting Member, did not provide any basis for its objection to the Annual Plan, there appears to be no basis to find common ground to a revision of the Annual Plan. Accordingly, the undersigned are delivering this correspondence as written notice of an Impasse (as defined in the Operating Agreement) and as the Buy/Sell Notice (as defined in the Operating Agreement).

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Paul R. Alanis'.

Paul R. Alanis
Voting Members Designee

A handwritten signature in dark ink, appearing to read 'Jess M. Ravich'.

Jess M. Ravich
Voting Members Designee

EXHIBIT C

From: tiggywinkle@cox.net
Sent: Wednesday, January 12, 2011 3:30 PM
To: Bob Dickerson; Katherine Provost; priscilla baker
Subject: For the file :) Email and text from Eric
Attachments: ms_multijurisdictional_gaming_form.pdf; ATT01367.htm; mississippi_gaming_addendum.pdf; ATT01368.htm

Hi lynita. FYI. No one will call David back. I'm heading to Ms. I working on a up to \$10,000,000 guarette of a loan to take on Paul SS. This will have a profound effect on liening of MY assets. Will not be able to give u anything close to what i offer that is free and clear

This is a RED ALERT. Thanks. Letter on office stuff going out soon along with rent roll. This is my normal course of business working close with David. FYI. I'm very calm since 12/31 is over and coming clean with partners. Be nice to talk if only to tell what this means. Better talk to bob or melisa. But it's your life. I'm good. Thanks

Fwd: Mississippi Gaming Applications attached

From iPhone

Begin forwarded message:

From: <eric@enlvcorp.com>
Date: January 12, 2011 10:51:57 AM PST
To: "Lynita Nelson" <tiggywinkle@cox.net>
Cc: "Rochelle McGowan" <rmcgowan@enlvcorp.com>, <eric@enlvcorp.com>
Subject: Mississippi Gaming Applications attached



Lynita,

Eric requested I forward these applications to you.

Joan

EXHIBIT D

Historical Lifestyle Analysis
Information gathered from Accounts for Lynita Nelson listed on last page
Lynita Nelson

Exhibit A

Year 2007

Updated 2010
Expenses

	Jan	Feb	Mar	Apr	May	Jun	July	August	Sep	Oct	Nov	Dec	12 Month Average	
Shelter Expenses														
Cable / Internet	\$164.89	\$164.90	\$170.39	\$170.39	\$170.39	\$228.33	\$170.39	\$170.39	\$170.39	\$148.88	\$167.17	\$159.63	\$171.35 (U)	\$171.35
Furnishing/Household Items	\$3,336.66	\$5,336.19	\$1,512.76	\$88.30	\$2,572.06	\$451.72	\$1,600.02	\$61.84	\$1,379.23	\$636.23	\$1,007.99	\$1,566.69	\$1,634.14 (U)	\$1,200.00 (U)
Garbage	\$34.00	\$0.00	\$0.00	\$34.00	\$0.00	\$0.00	\$34.00	\$0.00	\$0.00	\$34.00	\$0.00	\$0.00	\$11.33 (U)	\$12.65 (U)
Insurance - Homeowners	\$243.17	\$243.17	\$243.17	\$243.17	\$243.17	\$243.17	\$243.17	\$243.17	\$243.17	\$243.17	\$243.17	\$243.17	\$243.17 (U)	\$243.17
Landscape Maintenance	\$297.00	\$297.00	\$297.00	\$297.00	\$297.00	\$297.00	\$488.21	\$323.38	\$297.00	\$658.55	\$919.70	\$594.00	\$422.07 (U)	\$500.00 (U)
Mortgage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 (U)	\$0.00
Pest Control	\$35.00	\$35.00	\$35.00	\$35.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00 (U)	\$40.00 (U)
Pool Cleaning	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00 (U)	\$150.00 (U)
Power / Electricity	\$601.00	\$655.35	\$509.02	\$447.63	\$601.00	\$601.00	\$972.55	\$1,026.95	\$918.15	\$859.40	\$579.86	\$719.63	\$707.63 (U)	\$465.53 (U)
Property Taxes	\$3,465.79	\$0.00	\$0.00	\$3,465.79	\$0.00	\$0.00	\$0.00	\$3,465.79	\$0.00	\$3,465.79	\$0.00	\$0.00	\$1,155.26 (U)	\$465.53 (U)
Repairs and Maintenance	\$3,163.26	\$0.00	\$377.43	\$2,495.66	\$4,197.05	\$289.63	\$257.66	\$92.86	\$620.91	\$1,250.00	\$79.48	\$41.95	\$41.95 (U)	\$1,250.00 (U)
Security Service	\$41.95	\$41.95	\$41.95	\$41.95	\$41.95	\$41.95	\$41.95	\$41.95	\$41.95	\$41.95	\$41.95	\$41.95	\$41.95 (U)	\$41.95 (U)
Southwest Gas	\$522.02	\$320.77	\$260.12	\$265.45	\$268.60	\$115.88	\$127.34	\$268.60	\$268.60	\$268.60	\$268.60	\$268.60	\$268.60 (U)	\$138.91 (U)
Telephone - Home	\$0.00	\$33.31	\$0.00	\$97.57	\$135.20	\$112.60	\$57.60	\$0.00	\$102.25	\$107.87	\$95.95	\$93.30	\$69.55	\$115.15 (U)
Water	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00 (U)	\$555.63 (U)
Total Shelter Expenses	\$12,754.74	\$8,036.64	\$4,296.84	\$8,531.91	\$9,416.42	\$3,271.28	\$4,882.89	\$6,586.93	\$4,931.65	\$8,604.44	\$4,293.87	\$4,576.97	\$6,683.72	\$5,781.34
Transportation Expenses														
Auto Insurance - Audi	\$171.92	\$171.92	\$171.92	\$171.92	\$171.92	\$171.92	\$171.92	\$171.92	\$171.92	\$171.92	\$230.25	\$230.25	\$181.64 (U)	\$230.00 (U)
Auto Payment - Audi	\$942.53	\$942.53	\$942.53	\$942.53	\$0.00	\$0.00	\$977.82	\$977.82	\$977.82	\$977.82	\$977.82	\$977.82	\$977.82 (U)	\$1,125.93 (U)
Auto Insurance - Expedition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 (U)	\$132.00 (U)
Auto Payment - Expedition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 (U)	\$1,133.43 (U)
Auto Repair & Misc. Expenses	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$72.74	\$75.00	\$75.00	\$75.00	\$411.79	\$75.00 (U)	\$75.00 (U)
Auto Registration	\$54.75	\$54.75	\$54.75	\$54.75	\$54.75	\$54.75	\$54.75	\$54.75	\$54.75	\$54.75	\$54.75	\$54.75	\$54.75 (U)	\$54.75 (U)
Car Rental	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00 (U)	\$65.00 (U)
Fuel & Oil	\$395.73	\$395.73	\$395.73	\$395.73	\$395.73	\$395.73	\$382.92	\$385.21	\$398.20	\$427.49	\$338.52	\$242.02	\$395.73 (U)	\$395.73 (U)
Sirius Radio	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 (U)	\$14.08 (U)
Valer Parking / Airport Parking	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00 (U)	\$43.00 (U)
Total Transportation Expenses	\$1,747.93	\$1,747.93	\$1,747.93	\$1,747.93	\$805.40	\$805.40	\$1,970.41	\$1,770.44	\$1,785.69	\$1,814.98	\$1,784.34	\$2,024.63	\$1,792.94	\$3,358.92
Personal Expenses														
ATM/ Cash Withdrawals	\$1,502.00	\$1,002.00	\$1,500.00	\$1,070.46	\$1,000.00	\$1,000.00	\$1,000.00	\$2,518.99	\$1,000.00	\$1,501.40	\$2,000.00	\$1,500.00	\$432.90 (U)	\$432.90
Books/ Newspapers/ Magazines	\$127.08	\$0.00	\$275.08	\$114.34	\$0.00	\$0.00	\$269.37	\$732.87	\$48.72	\$90.93	\$111.92	\$58.70	\$152.42	\$152.42
Clothing Accessories	\$84.10	\$457.66	\$1,202.01	\$293.28	\$0.00	\$817.30	\$395.79	\$2,027.46	\$2,615.39	\$292.90	\$1,243.21	\$1,522.45	\$912.38	\$912.38
Doctor/ Dentist/ Eye Wear - All Healthcare	\$0.00	\$61.91	\$603.68	\$0.00	\$1,953.32	\$370.62	\$130.00	\$547.30	\$0.00	\$326.50	\$144.80	\$335.00	\$372.93	\$372.93
Domestic Helpers	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$1,200.00	\$1,200.00	\$950.00 (U)	\$950.00 (U)
Dry Cleaning	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00 (U)	\$55.00 (U)
Electronics	\$0.00	\$0.00	\$0.00	\$8.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$115.52	\$0.00	\$10.34	\$125.00 (U)
Entertainment	\$227.72	\$65.66	\$40.00	\$14.85	\$0.00	\$0.00	\$79.64	\$2,211.42	\$68.79	\$316.98	\$11.99	\$11.25	\$253.19	\$308.00 (U)
Fees	\$39.00	\$103.00	\$0.00	\$0.00	\$39.00	\$39.00	\$76.00	\$64.00	\$47.00	\$47.00	\$33.00	\$8.00	\$41.25 (U)	\$41.25
Fitness	\$0.00	\$0.00	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00	\$90.00
Food/Groceries	\$434.98	\$1,217.66	\$748.47	\$854.75	\$644.94	\$263.02	\$957.61	\$1,165.33	\$682.56	\$327.97	\$1,096.95	\$1,112.40	\$792.22	\$792.22
Gifts/ Flowers	\$49.12	\$323.20	\$50.00	\$255.25	\$199.00	\$332.95	\$216.25	\$200.75	\$197.15	\$149.13	\$797.06	\$0.00	\$622.49 (U)	\$622.49 (U)
Hobby	\$45.84	\$0.00	\$0.00	\$131.42	\$51.94	\$0.00	\$598.69	\$50.33	\$234.88	\$268.92	\$214.11	\$0.00	\$133.18	\$133.18
Medical/Health Insurance PPO Premium	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00 (U)	\$350.00 (U)
Personal Grooming	\$665.99	\$140.00	\$120.00	\$280.00	\$154.62	\$376.80	\$215.00	\$675.99	\$54.00	\$369.57	\$125.00	\$205.00	\$725.00 (U)	\$725.00 (U)
Pets	\$462.69	\$0.00	\$75.40	\$197.96	\$0.00	\$43.69	\$170.00	\$0.00	\$307.55	\$380.39	\$294.76	\$0.00	\$161.04	\$161.04
Pharmacy	\$20.00	\$21.73	\$0.00	\$0.00	\$20.24	\$0.00	\$247.48	\$100.99	\$161.10	\$111.24	\$0.00	\$104.49	\$565.61	\$90.00
Restaurants	\$209.01	\$87.87	\$413.49	\$110.89	\$142.46	\$227.02	\$278.03	\$329.68	\$308.83	\$94.31	\$111.36	\$0.00	\$1,000.00 (U)	\$1,200.00 (U)
Sams Club	\$121.48	\$635.20	\$210.05	\$449.70	\$192.63	\$249.42	\$0.00	\$338.07	\$349.37	\$297.33	\$1,411.14	\$288.33	\$522.81	\$522.81
Shipping/ Mailing	\$0.00	\$17.26	\$0.00	\$0.00	\$0.00	\$207.19	\$0.00	\$83.40	\$39.65	\$0.00	\$0.00	\$0.00	\$28.96	\$28.96

Information gathered from Accounts for Lynita Nelson listed on last page
Lynita Nelson

Lynita Nelson

Exhibit A

Year 2007

	Jan	Feb	Mar	Apr	May	Jun	July	August	Sep	Oct	Nov	Dec	12 Month Average	Updated 2010 Expenses
Stationary/ Office Supplies	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$183.44	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$152.79 (29)	\$152.79
Taxes - Income Taxes													(20)	\$116.00
Telephone - Cell	\$116.00	\$116.00	\$116.00	\$116.00	\$116.00	\$116.00	\$116.00	\$116.00	\$116.00	\$116.00	\$116.00	\$116.00	\$116.00 (20)	\$330.00 (29)
Therapy	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$475.00	\$220.00	\$0.00	\$330.00	\$480.00	\$0.00	\$0.00	\$125.42	\$2,500.00
Tithing/ Church Fast Offering	\$0.00	\$5,100.00	\$1,896.00	\$394.69	\$1,738.70	\$2,000.00	\$3,708.00	\$1,700.00	\$56.95	\$6,300.00	\$0.00	\$0.00	\$1,907.86	\$189.18
Toiletries	\$224.11	\$144.12	\$87.48	\$193.51	\$38.89	\$364.20	\$151.93	\$3.15	\$276.39	\$162.50	\$299.85	\$312.02	\$188.18	\$653.00 (20)
Travel	\$1,136.68	\$0.00	\$7,234.86	\$0.00	\$0.00	\$2,293.76	\$981.04	\$0.00	\$2,984.80	\$121.90	\$436.00	\$60.95	\$1,270.83	
Total Personal Expenses	\$6,720.80	\$10,948.27	\$17,107.52	\$5,940.70	\$9,476.69	\$10,864.41	\$11,265.83	\$14,322.73	\$11,534.13	\$13,409.97	\$10,307.67	\$7,389.59	\$11,432.78	\$12,455.55

		Sub Total Lifestyle Expenses																				\$21,909.44		\$21,586.81																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
Children Expenses		\$695.00	\$582.98	\$498.42	\$0.00	\$1,496.91	\$3,454.88	\$0.00	\$2,929.12	\$311.73	\$2,701.40	\$0.00	\$784.31	\$1,198.06		\$1,198.33																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							

Total Children Expenses															\$7,989.00	\$6,118.30	\$6,206.17	\$4,961.44	\$9,313.25	\$8,742.00	\$2,929.17	\$11,431.05	\$5,717.55	\$8,250.17	\$7,665.95	\$8,658.73	\$6,738.90	\$8,339.38
Real Estate Holdings (LSN)																												
MIS Property Taxes															\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$217.08
Gateway Property Taxes															\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$115.08
Total Real Estate Holdings (LSN)															\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$332.08
Total Lifestyle Expenses															\$29,212.47	\$26,851.14	\$29,358.46	\$21,181.98	\$29,011.76	\$23,683.09	\$21,048.30	\$34,111.15	\$23,969.02	\$32,079.56	\$24,051.83	\$22,649.92	\$26,648.34	\$30,482.11
Cabin Expenses																												
Cable / Satellite-Internet (Dish)															\$86.37	\$87.96	\$87.96	\$89.55	\$89.55	\$89.55	\$89.55	\$89.55	\$89.55	\$89.55	\$89.55	\$89.55	\$89.55	\$89.02
Furnishing/Household Items															\$0.00	\$419.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,620.72	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$211.64
Garbage															\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Gas - Amenities															\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,201.42	\$0.00	\$0.00	\$0.00	\$623.55	\$73.44	\$241.53	\$241.53
Insurance - Homeowners															\$230.93	\$230.93	\$230.93	\$230.93	\$230.93	\$0.00	\$230.93	\$246.52	\$0.00	\$246.51	\$246.51	\$246.51	\$246.51	\$246.51
Mortgage															\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Power - Rocky Mountain															\$64.07	\$81.28	\$69.64	\$74.33	\$69.64	\$73.54	\$2,005.81	\$153.33	\$132.48	\$111.62	\$34.16	\$87.13	\$246.42	\$246.42
Property Taxes															\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.00	\$0.00	\$6,166.90	\$0.00	\$315.33	\$315.33
Repairs and Maintenance															\$0.00	\$0.00	\$2,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,908.00	\$0.00	\$0.00	\$0.00	\$0.00	\$759.00	\$759.00
Telephone - Cell															\$123.18	\$48.40	\$53.61	\$48.71	\$0.00	\$48.71	\$48.71	\$81.79	\$156.85	\$73.51	\$73.15	\$73.51	\$69.34	\$111.00
Total 2nd Home Expenses															\$519.55	\$882.57	\$2,657.14	\$458.52	\$405.12	\$226.80	\$6,212.14	\$7,494.19	\$910.88	\$536.19	\$7,250.82	\$585.14	\$2,393.80	\$2,450.74

Exhibit A

	Year 2007												Updated 2019 Expenses
	Jan	Feb	Mar	Apr	May	Jun	July	August	Sep	Oct	Nov	Dec	12 Month Average
One Time Expenses													
Furnishings (Home) Terra Cotta	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,151.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ticket/ Chation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$190.00	\$0.00	\$0.00	\$0.00
Landscape - Trees	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MS Attorney Reimer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,500.00 (61)
Attorney Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total Lifestyle Expenses with One time Expenses \$29,212.47 \$26,851.14 \$29,358.46 \$21,181.98 \$29,011.76 \$23,683.09 \$21,048.30 \$34,111.15 \$23,969.02 \$32,079.56 \$24,051.83 \$22,649.92 \$26,648.34 \$42,962.11

Footnotes:

- (1) Cable / Internet: Sep 07 actual expense was \$17.42. Client received credit from company therefore monthly amount was adjusted to reflect current expense.
- (2) Furnishings/Household Items: Jan 07 reflects expense for Pool and backyard furnishing; Feb 07 reflects expense for new chairs for home; May 07 reflects expense of misc furnishings for home.
- (3) Garage: Reflects quarterly expense for Republic Services. Information gathered from Client.
- (4) Insurance - Homeowners: Monthly expense reflects 2009 annual premium of \$2,918.00 per Client. 2007 information not available.
- (5) Landscape Maintenance: Monthly standard expense is \$297 monthly. Additional services required in July, Aug, Oct, Nov, and Dec. Not all 2007 records available.
- (6) Mortgage: Residence is paid for therefore no monthly mortgage payment.
- (7) Pest Control: Monthly average reflects the standard monthly expense.
- (8) Pool Cleaning: 2007 Records incomplete. Monthly expense on Lifestyle Analysis is reflective of actual expense of \$150/Month.
- (9) Power/Electricity: Not provided with adequate record January, May, June, July and December information. Used the Average of the remaining months Used averages between calendar quarters.
- (10) Property Taxes: Expense reflects current 2009/2010 tax expense of \$13,663.16. Information gathered from Clark County Assessor website and client. Records for 2007 not available.
- (11) Security Services: Information gathered from client.
- (12) Southwest Gas: 2007 data incomplete. Used average of actual expense from months that were provided.
- (13) Water: Incomplete records for 2007. Based on information provided by Client, average water bill approx \$700 monthly.
- (14) Auto Insurance: Monthly expense reflects cost for beetle and expedition. Post divorce reflects current cost of same vehicles.
- (15) Auto Payment: Monthly average reflects actual monthly car payment amount.
- (16) Auto Repair & Misc. Expenses: Monthly and monthly average estimated at \$75 per month for routine car repair such as oil changes and tire repair.
- (17) Auto Registration: 2007 records not available. Information provided by Client annual registration expense of \$657 / 12 months.
- (18) Car Rental: Monthly and average monthly expense estimated at \$130 per occurrence x 6 times (travel to Utah and Calif) per year - annual expense of \$780 / 12 months.
- (19) Fuel & Oil: January through June reflect the average expense between July and Dec as records were not available.
- (20) Valet Parking / Airport Parking: Monthly and average monthly expense estimated airport parking 8 occurrences annually at \$50 each (\$400) and valet parking locally of \$10 per month (\$120). Total of \$510 / 12 months.
- (21) ATM/Cash Withdrawals: Monthly expense is reflective to cash withdrawals from bank accounts as well as cash funds provided by husband, less \$950 for Domestic Helpers.
- (22) Domestic Helpers: Monthly cash expense of \$900 per month based on 20 hours per week x \$10 per hour x 4.3 weeks per month plus tips. Increased expense in Nov and Dec reflective of additional hours and holiday tips.
- (23) Dry Cleaning: Monthly expense estimated at \$55 per month. Information provided by Client.
- (24) Fees: Expense represents misc bank fees such as over limit fees, late fees, monthly maintenance fees.
- (25) Gifts/Flowers: Average monthly expense adjusted to include \$100 cash spent monthly in support Client's Church calling.
- (26) Medical/Health Insurance PPO Premium: 2007 data not available. Based on 2009 health expense of \$818.50 for Client and children. Estimate Client portion to be \$350 per month.
- (27) Personal Grooming: Monthly average expense adjusted to include expenses paid by cash/money from sale. On monthly basis Hair = \$250, Nails = \$200, and facials and misc = \$275 plus tips.
- (28) Restaurants: Monthly expenses due to reflect additional expense paid by cash/money from sale which include twice daily with children, and once a week dining out with family.
- (29) Stationary/Office Supplies: Lifestyle analysis Monthly expense reflects information provided by client.
- (30) Taxes: Unknown until property settlement decided.
- (31) Telephone - Cell: 2007 records were incomplete. Based on total Cell phone bill of approximately \$350 per month. Client's expense of \$116 reflects 1/3 of this amount.

Children Expense Footnotes

- (32) Children - Activities: Activities include sports camps, church camps, horse back riding lessons, Scouts, dance lessons, gymnastics.
- (33) Children - Auto, Auto Insurance, & Fuel: Husband purchases car outright for children, pays for auto insurance and fuel.
- (34) Children - Clothing: Monthly average amount adjusted to include approx \$500 in children clothing expense paid by cash.
- (35) Children Dental - Expense includes orthodontics.
- (36) Children - Education - Tuition: Monthly average expense adjusted to reflect cost for 1 child - annual expense for 1 child \$13,116.
- (37) Children - Education - Other: xxx

Historical Lifestyle Analysis
Information gathered from Accounts for Lynita Nelson listed on last page
Lynita Nelson

Exhibit A

	Year 2007												12 Month Average
	Jan	Feb	Mar	Apr	May	Jun	July	August	Sep	Oct	Nov	Dec	
(17) Children - Health Insurance: 2007 data not available. Based on 2009 health expense of \$818.50 for Client and children. Estimate Children's portion to be \$468.50 per month													
(18) Children - Horse Boarding - Monthly expense estimated at \$700 per month. 2007 records not available													
(19) Children - Telephone (Cell): Based on total Cell phone bill of approximately \$350 per month. Children's expense of \$234 reflects 2/3 of this amount													
(19a) Children Travel - Family vacation/cruise estimated at \$15,000 per year													
Cabin Expense Footnotes													
(40) Garage - 2007 records not available - per our client, monthly expense is estimated at \$15 per month													
(41) Insurance - Homeowners: June and September information was not available and was estimated. Monthly Average expense reflects last month's payment.													
(42) Mortgage - Cabin is paid for													

- Post Divorce Footnotes
- (43) Updated information received from Lynita Nelson relative to 2010 expense
- (44) Pool Expense - received updated information from Lynita Nelson: monthly service is \$120; maintenance repairs to the pool in 09 \$3673.54 divided by 12 months = \$306. Total monthly expense is \$436
- (45) Property Taxes - received updated information from Clark County Assessor's Office - property taxes \$5,586.40 annual/monthly \$465.53
- (46) Sirius Radio - Annual expense of \$169 / 12 months
- (47) Entertainment - Expense includes \$1,000 NFR, \$1000 PBR, \$1600 show tickets, \$100 movies = \$3700 / 12 months
- (48) Medical/Health Insurance Premium - includes cost of monthly health plan and body scans
- (49) Therapy - Expense includes 3 visits per month @ \$110 per visit
- (50) Travel - Expense includes several trips to Utah and California
- (51) Children Activities & Lessons - monthly expense includes horse riding lessons for 2 children at \$210 per wk x 52 wks = \$10,920 / 12 months = \$910.00 monthly; Children Horse riding clothes one time per year \$1,000 for 2 children / 12 mo = \$83.33; Piano lessons for 1 child twice a month at \$65 each = \$130; Tennis lessons for 1 child based on 2009 expense at \$60 per lessons x 15 lessons = \$900 / 12 months = \$75 per month
- (52) Children - Auto Insurance - Auto insurance for Son with Drivers permit estimate cost based on what Husband currently pays for older sibling
- (53) Children Dental - Monthly expense includes replacement of child retainer twice a year at \$175 each \$350 annually - \$328.16 mo. additional orthodontic expense expected estimated at \$3,000 / 12 months = \$250; Misc dental expense \$1,530 for 17 months / \$79.42 mo
- (54) Children Education - Tuition - monthly expense includes cost of Las Vegas Day School yearly tuition of \$13,700 annually and \$225 per year for school supplies / \$1285.90 for 11 months for 1 child
- (55) Children Fuel - Gasoline - monthly expense based on expense report of Dynasty Development Group LLC, Kids Expenses from Jan 1, 2009 to Mar 31, 2010 provided by Eric Nelson
- (56) Children Health Insurance - United Health Care paid through Dynasty Kids Expense dated Jan 1, 2009 through March 31, 2010 labeled Lynita/Kids. Lowered \$836.33 by \$350 estimated cost for Lynita = \$486.38
- (57) Horse Boarding / Care - includes monthly expense of boarding @ \$95 per mo; horse shoeing @ \$90 every 6 weeks (\$65 per month); Vet bills @ \$300 4 times per year (\$100 per month); Misc horse supplies @ \$50 per mo; horse exercise twice a wk @ \$60 ea = \$120 per wk x 4.2 wks = \$504 mo
- (58) Children Travel - Post Divorce - Estimated family vacations \$10,000 Summer vacation, \$10,000 Christmas vacation; \$20,000 / 12 months = \$1,666.66 per month
- (59) Children Vision Care - Eye Doctor visits 2 times per year per child at \$112 per visit = \$448 per year / 12 months = \$37.33 per month; Glasses annually @ \$640 each, times 2 children = \$1280 per year / 12 months = \$106.66 per month; Contact lenses \$120 every 6 months times 2 children = \$480 per year / 12 months = \$40 per month
- (60) Repairs & Maintenance - Remodeled bathroom at a cost of \$6,000, Put in a new septic tank at a cost of \$6,000, Handyman repairs are approximately \$3,000
- (61) Attorney Fees - Average monthly fee based on total billing since 11/2008 divided by 29 per Wife's Attorney

Financial information gathered from:

- Bank of America Checking x2730
- Bank of America Checking x9812
- Business Bank/ City National Bank Checking x5152
- Silver State Credit Union Checking x3736
- Bank of America Credit Card x0383
- Gap Credit Card x6015
- Sams Club Credit Card x8449
- Sams Club Credit Card x7352
- Southwest Credit Card x4209
- Wells Fargo Credit Card x0780

Important Disclosures

Our report is subject to the following assumptions and limiting conditions:

1. The Atlanta Divorce Strategies Group has relied on information that has been provided without additional verification (i.e., pension valuations, expected pension incomes, assets and liabilities, etc.).
2. The financial projections and scenarios that are included in this report must be regarded as examples based on historical and hypothetical data only. They are not interpreted as a specific portrayal of what will happen in the future.
3. This analysis is not intended to provide tax or legal advice. You should consult with your own tax and legal professionals before you initiate any action that would have income tax or legal consequences.
4. All facts and data set forth in this analysis are believed to be true. No matters affecting the conclusions have knowingly been withheld or omitted.

EXHIBIT E

Nelson vs Nelson
Monthly Income
(Exclusive of Expenses)

		Wife	Husband
ASSETS			
Real Property			
	7065 Palmyra Ave		
(1)	2721 Harbor Hills, Lane included ↑		2,000
	2911 Bella Kathryn Circle		
	2910 Bella Kathryn Circle included ↑		
(2)	3611 S. Lindell		7,374
(3)	Russell Road Building		11,375
	Brianhead Utah Cabin - (see last page after equalization)		
	Arizona Property		
	28 acre lots		
	1 two-acre lots included ↑		
	2 lots (10 acres) included ↑		
	10 lots (LSN 25%) included ↑		
	2 one acre lots thru foreclosure included ↑		
	8 lots Joan Ramos		
	29 one-acre lot (ELN Trust)		
	Wyoming (200 acres)		
	MS Real Property/Silver Slipper/Hideway		
	830 Arnold Ave (Clay House)		450
	5913 Pebble Beach		
Other Investments			
Banone, NV			
	4412 Baxter		350
	5317 Clover Blossom Ct		1,000
	1301 Heather Ridge Rd		1,200
	6213 Anaconda Street		1,100
	1608 Rusy Ridge Lane		
	Mesa Vista (5 acres)		
	Mesa Vista (lot 68)		
	2209 Farmouth Circle		800
	3301 Terra Bella Drive		1,200
	4133 Compass Rose Way		1,000
	4601 Concord Village Drive		950
	4612 Sawyer Ave		1,000
	4820 Marnell Drive		800
	5113 Churchill Ave		900
	5704 Roseridge Ave		650
	6301 Cambria Ave		1,000
	6304 Guadalupe Ave		800

Nelson vs Nelson
Monthly Income
(Exclusive of Expenses)

	Wife	Husband
AZ but titled in NV		
1628 W. Darrel Road		14,900
1830 N. 66th Drive		↑
1837 N. 59th Ave		↑
2220 W. Tonto Street		↑
3225 W. Roma Ave		↑
3307 W. Thomas Road		↑
3332 N. 80th Lane		↑
3415 N. 84th Lane		↑
3424 W. Bloomfield Road		↑
3631 N. 81st Ave		↑
4141 N. 34th Ave		↑
4541 N. 76th Ave		↑
4816 S. 17th Street		↑
5014 W. Cypress Street		↑
5518 N. 34th Drive		↑
6172 W. Fillmore Street		↑
6202 S. 43rd Street		↑
6520 W. Palm Lane		↑
6720 W. Cambridge Ave		↑
6822 W. Wilshire Drive		↑
6901 W. Coolidge Street		↑
Mesa Vista (lot 67)		↑
Banone Nevada Real Notes		
R & D Customer Builders		774
Advantage Construction Inc		↑
Gerald & Linda Fixsen Lot 52		↑
Gerald & Linda Fixsen Lot 53		↑
Joe Williams & Sherry Fixsen		↑
Bidoco Inc		↑
Cary & Troy Fixsen		↑
Michael & Lyndia Asquith		↑
Amanda & Chris Stromberg		630
JB Ramos Trust		520
Katherine Stephens		420
Chad Ramos		400
Alicia Harrison		460
Keith Little		
Eric T. Nelson		697

Nelson vs Nelson
Monthly Income
(Exclusive of Expenses)

		Wife	Husband
Banone AZ			
	4838 W. Berkeley Rd		
(4)	Dynasty Development LLC (included above)		4,313
	The Grotta Entities (16.67%) Grotta Financial Partnership & Grotta Group LLC		
	Grotta Financial Partnership -Note payable to Eric L Nelson NV TR (Lynita gets 100% Approx value: \$3,025,000)		
Other Investments			
	Emerald Bay MS LLC		
	Emerald Bay MS LLC Note		
	Nicki Note		2,000
	Riverwalk Entertainment LLC & Hideaway Casino LLC		
	Eric Nelson Auctioneering		
	Soris Notes Rental Payments		6,000
Bank & Investment Accts			
	Bank of America x1310		
	Bank of America x4118		
	Bank of Ameica x2798		
	Bank of America x4354		
	Bank of America x5227		
	Wells Fargo x6521		
	Wells Fargo x6005		
	Mellon Bank x1700		5,000
	Mellon Bank x1780		
	Bank of America x5829		
	Bank of America x2754		
	Bank of America x7064		
	Bank of America x6958		
	Citi National Bank x1539		
	Citi National Bank x5152		
	Credit Union 1 x7214-0 bal		
	Credit Union 1 x7214-0 bal		
	Credit Union 1 x6692-22 bal		
	Silver State x3736-01 bal		
	Silver State x3736-80 bal		
(5)	Charles Schwab x2834 bal as of 12/31/10	3,960	
Tax Returns			
	2006 Tax Refund		
	2006 Tax Refund		
	2008 Tax Refund		
	Federal Tax Carry Forward / Silver Slipper Approx. (-\$16 million) awarded to husband		

Nelson vs Nelson
Monthly Income
(Exclusive of Expenses)

	Wife	Husband
Autos / Vehicles		
2011 Audi / 2010 Expedition (Leased) - Wife		
2009 Escalade EXT SUV		
2007 Mercedes SL 550		
2000 Mercedes CLK 350-Eric gave to R Nelson		
Seven 4-wheel ATVs (1/2 to Lynita, 1/2 to Eric)		
4-6 Snowmobiles (1/2 to Lynita, 1/2 to Eric)		
Eric's Family Loan Receivables		
Chad Ramos		
Jesse Harber		
Brock Nelson		
Miscellaneous Assets		
Eric's Accrued Mgt Fees		
Eric's Future Mgt Fees per month		
Cash / Checks with Lynita		
Money Eric removed from safe		
Children's Property		
Garett's Investment Monies		
Calico Springs Trust (Amanda) \$2,530		
Blush Trust (Aubrey) \$2,530		
Angel Face Trust (Erica) \$2,530		
Stryre Trust (Garett) \$2,530		
Monkey Business TR (Carli) \$2,530		
Household Furniture/Furnishings		
2911 Bella Katheryn Circle		
7065 Palmyra Ave		
Harbor Hills property		
Brianhead property		
Jewelry, Clothing, Personal Items		
Eric's		
Lynita's		
Eric's Community Waste		
Russell Road rental income		
Total Assets	\$ 3,960	\$ 70,063

EXHIBIT C

Nelson vs Nelson
Monthly Income
 (Exclusive of Expenses)

	Wife	Husband
DEBTS		
Credit Cards		
(6) Eric's credit cards		
(6) Lynita's credit cards		
Miscellaneous Debt		
(6) Mellon Line of credit		
(6) Manise Lawsuit Mississippi		
(6) Contingent Tax Liability 2005		
(6) Contingent Grizzly Investment		
(6) Contingent Soris Liability		
(6) Contingent liability Hideaway/Bieri		
Total Debt	\$ -	\$ -
Total Assets Less Debt	\$ 3,960	\$ 70,063
POTENTIAL INCOME		
Potential Silver Slipper Mgt Fees		11,600
Total Income	\$ 3,960	\$ 81,663

Footnotes

- (1) Property is currently not being rented. Anticipated rental income based on current market condition.
- (2) Per Husband total rent of \$7,374 does not include any rental income from the 3600 square foot space the husband occupies
- (3) Rental payment of \$30,000 per month was renegotiated starting January 2011 to \$17,500 a month. Due to parties ownership of 65% the total monthly rental payment is \$11,375.
- (4) RV Park Rents of \$4,313.95. Monthly office expense needs to be deducted - unknown not provided since Oct 2009.
- (5) YTD income from 12/31/2010 Charles Schwab statement was \$47,474.84/12=\$3,956.24
- (6) Monthly expense unknown

EXHIBIT F

NOTE / RENTAL PAYMENTS
as of 1/12/2011

Description	Notes/Status	Notetaker	Begin Date	End Date	Principal	Pymnt Due	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10
1 NW-Lot 16-17	In Default	Banone-NV	5/11/2008	4/11/2010	46,462.50	271.35	117.14	117.14	117.14	117.14	117.14	121.94	117.14	extended through Oct - due Nov 1 - requestor wants another 6 months ext				
2 NW-Lot 37	Open	Banone-NV	4/27/2008	10/27/2010	20,081.24	117.14	117.14	117.14	117.14	117.14	117.14	117.14	117.14	117.14	117.14	117.14	117.14	117.14
3 NW-Lot 52	Open	Banone-NV	5/11/2008	4/11/2012	22,837.50	133.22	133.22	133.22	133.22	133.22	133.22	133.22	133.22	133.22	133.22	133.22	133.22	133.22
4 NW-Lot 53	Open	Banone-NV	4/7/2008	4/5/2012	22,837.32	133.22	133.22	133.22	133.22	133.22	133.22	133.22	133.22	133.22	133.22	133.22	133.22	133.22
5 NW-Lot 54	Open	Banone-NV	5/11/2008	3/31/2012	22,837.50	129.22	129.22	129.22	129.22	129.22	129.22	129.22	129.22	129.22	129.22	129.22	129.22	129.22
6 NW-Lot 61	Open	Banone-NV	5/5/2008	4/7/2012	21,267.50	124.03	124.03	124.03	124.03	124.03	124.03	124.03	124.03	124.03	124.03	124.03	124.03	124.03
7 NW-Lot 98	Open	Banone-NV	4/7/2008	4/7/2012	22,837.50	133.22	133.22	133.22	133.22	133.22	133.22	133.22	133.22	133.22	133.22	133.22	133.22	133.22
12 NW-Lot 50	In Default	Banone-NV	5/11/2008	4/11/2010	22,837.50	137.81												
Gateway 172 - LSH	In Default	LSH			35,000.00													
Gateway 173 - LSH	In Default	LSH			35,000.00													
Ramos Trust - due 2012 (8 lots)	LSH				38,000.00													
Monthly Totals - Maria Villa Notes					\$310,771.06	\$1,179.21	\$770.05	\$770.05	\$770.05	\$773.97	\$773.97	\$778.27	\$773.97	\$656.83	\$656.85	\$656.83	\$656.83	\$656.83
15 Amanda Note (1)	Open	Banone-NV	7/30/2009		133,357.41	\$630.00	630.00	630.00	630.00	630.00	630.00	630.00	630.00	630.00	630.00	630.00	630.00	630.00
18 436 Europa Way	Open	Banone-NV	1/1/2011	12/13/2014	76,000.00	\$520.00												
19 1602 Kroll Heights	Open	Banone-NV	3/1/2010	3/1/2012	63,000.00	\$420.00												
20 2333 Dover Shores	Open	Banone-NV	1/1/2011	12/31/2011	60,000.00	\$400.00												
21 1025 Academy	Open	Banone-NV	3/1/2010	3/1/2012	68,620.00	\$457.57												
22 2817 Leoville	Open	Banone-NV	1/1/2011	12/31/2011	127,900.90													
23 6519 W Mohave, AZ	Open	Banone-NV	3/1/2011	3/1/2012	95,000.00	\$697.05												
25 Hickory Creek/Hickory	Open	Banone-NV	12/18/2007		200,000.00	\$1,500.00												
26 Russell Road	Open	Eric Nelson	10/15/2010			20,000.00												
Monthly Totals - Other Notes					\$825,879.31	\$2,624.65	\$2,650.00	\$2,650.00	\$2,650.00	\$3,507.57	\$3,507.57	\$3,507.57	\$3,508.00	\$3,508.00	\$3,511,410.50	\$3,510,000.00	\$3,508,000.00	\$1,510,000.00

* Russell Road \$17,500 for 6 months/ \$30,000 RENT

Russell Road 17,500 Jan 2011 Received
Does not appear for 30000 in July 1, 2011.
Does not appear for 30000 in July 1, 2011.
Does not appear for 30000 in July 1, 2011.

NOTE / RENTAL PAYMENTS
as of 1/12/2011

#	Description	Status	Landlord	Begin Date	End Date	Deposit	Rent Due	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10
1	4412 Baker, Las Vegas 89107	Rented	Banone LLC				\$700	\$700	\$700	\$700	\$700	\$700	\$700	700	700	700	700	\$700	\$1,000
2	6301 Combriz Ave, Las Vegas 89108	Rented	Banone LLC				\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	1000	900	1000	980	1000	1000	\$1,000	\$1,000
3	6213 Anacarda, Las Vegas 89108	Rented	Banone LLC				\$1,150	\$1,150	\$1,150	\$1,150	\$1,150	1150	1150	1150	1150	1150	1150	\$1,150	\$1,150
4	1301 Heather Ridge, Las Vegas 89108	Rented	Banone LLC				\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	1200	1200	1200	1200	\$1,200	\$1,200
5	4612 Sawyer, Las Vegas 89108	Rented	Banone LLC				\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	1000	1000	1000	1000	\$1,000	\$1,000
6	3301 Terra Bella, Las Vegas 89108	Rented	Banone LLC				\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	1200	1200	1200	1200	\$1,200	\$1,200
7	4601 Concord Village, Las Vegas 89108	Rented	Banone LLC				\$950	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	950	950	950	950	\$950	\$950
8	4133 Compass Rose, Las Vegas 89121	Rented	Banone LLC				\$800	\$800	\$800	\$800	\$800	\$800	\$800	800	800	800	800	\$800	\$800
9	4820 Marneil Dr, Las Vegas 89121	Rented	Banone LLC				\$800	\$800	\$800	\$800	\$800	\$800	\$800	832.16	800	800	800	\$800	\$800
10	6304 Guadalupe, Las Vegas 89108	Rented	Banone LLC				\$800	\$800	\$800	\$800	\$800	\$800	\$800	800	1000	1000	1000	\$800	\$800
11	5317 Clover Blossom, Las Vegas 89108	Rented	Banone LLC				\$1,000	800	800	vacant	vacant	vacant	vacant	800	800	800	800	\$800	\$800
12	2209 Fairmont, Las Vegas, NV	Rented	Banone LLC				\$800							800	650	650	650		650
13	5704 Roseboro Ave, Las Vegas, NV	Rented	Banone LLC				\$650								650				650
15	7221 Harbor Hills, Las Vegas 89117	vacant	Banone LLC																
Monthly Totals - CHR Rentals							\$12,150.00	\$10,650.00	\$10,650.00	\$9,850.00	\$9,850.00	\$9,850.00	\$10,300.00	\$10,282.16	\$12,250.00	\$12,250.00	\$12,250.00	\$12,150.00	\$12,250.00

#	Description	Status	Landlord	Begin Date	End Date	Deposit	Rent Due	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10
101	Dr Stock	Rented	Banone LLC				\$2,130.00	\$2,130.00	\$2,130.00	\$2,130.00	\$2,130.00	\$2,130.00	\$2,130.00	no rent due- in lieu of car damage from parking lot	\$ 2,130.00	2,130.00	2,130.00	2,130.00	2,130.00
102	JMS Business Consulting	Rented	Banone LLC				\$800.00							600	600	600	600	600	600
103	Smart Asset Investment	Rented	Banone LLC				800-will do all TI	600						600	600	600	600	600	600
104	Freshwater Holdings	Rented	Banone LLC				pay on 1st & 15th 1/2 & 1/2							1,944.00	1,944.00	1,944.00	2,138.40	1,944.00	1,944.00
106	Odor Busters	Rented	Banone LLC				\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	800	800	800	800.00	800
107	New Life Church	Rented	Banone LLC				\$1,000.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	1600	vacant	vacant	11 in lieu of rent	1,000.00	1000
108	New Life Church	Rented	Banone LLC				1000							2500	2500	2500	2500	2500	2500
201	Reison & Associates	Office	Banone LLC				\$2,500.00												
Monthly Totals - Lindell Rentals							\$9,174.00	\$7,130.00	\$4,530.00	\$6,530.00	\$4,530.00	\$8,030.00	\$9,168.40	\$7,444.00	\$7,974.00	\$7,974.00	\$6,468.40	\$6,974.00	\$8,974.00

#	Description	Other Status	Landlord	Begin Date	End Date	Comment	Amount Due	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10
	830 Arnold, Greenville, MS	Rented	McGarth Agency				450	\$432.00	\$450.00	\$450.00							430	450	450
	Silver Slipper Gaming, MS	Active	Dynasty Dev Group			arrears - per SS del. amount (\$109,063.00)	\$ (104,909.80)	pd 2/1/2010 \$ 12,615.20	pd 4/7/2010 \$ 12,489.80	pd 5/6/2010 \$ 12,551.40	pd 7/6/2010 \$ 11,856.11	pd 9/7/2010 \$ 11,923.39	PD 12/1/2010 \$ 13,264.52				4630	3085	
	RV Park, MS	Active	Dynasty Dev Group				varies	0	0	0	0	0	462.79	\$ 3,920.00	2940	4065	0	0	0
	Seaside Bros, Evanson VY	Active				travel bill lease	\$2,000.00	\$104,459.80	\$13,047.20	\$12,939.80	\$16,147.76	\$17,761.11	\$17,246.39	\$17,891.81	\$3,920.00	\$2,340.00	\$4,065.00	\$5,060.00	\$3,545.00
Monthly Totals - Other							\$2,000.00	\$104,459.80	\$13,047.20	\$12,939.80	\$16,147.76	\$17,761.11	\$17,246.39	\$17,891.81	\$3,920.00	\$2,340.00	\$4,065.00	\$5,060.00	\$450.00

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

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

CASE NO. D-09-411637-D
DEPT NO. "Q" L

This matter coming on for hearing on this 2nd day of March 2011, before the Honorable Judge Frank P. Sullivan, upon DEFENDANT's MOTION FOR TEMPORARY SUPPORT, FOR RELEASE OF INFORMATION, FOR AN AWARD OF ATTORNEYS FEES AND RELATED RELIEF; PLAINTIFF's OPPOSITION TO DEFENDANT's MOTION and COUNTERMOTION TO REQUIRE DEFENDANT TO SHARE IN COMMUNITY LIABILITIES, FOR SCHEDULING OF TEN (10) TRAIL DATES CERTAIN IN SEPTEMBER/OCTOBER 2011, FOR CERTAIN RELIEF REGARDING THE "MISSISSIPPI" INVESTMENT, FOR SANCTIONS

1 AND ATTORNEYS FEES AND COSTS; and simultaneously for hearing on
2 DEFENDANT'S EXTENSION OF TPO IN CASE T-11-131443 and PLAINTIFF'S
3 MOTION TO DISSOLVE TPO, and ROBERT P. DICKERSON, ESQ., and
4 KATHERINE L. PROVOST, ESQ., of THE DICKERSON LAW GROUP, appearing
5 on behalf of Defendant, LYNITA NELSON, and Defendant being present; DAVID A.
6 STEPHENS, ESQ., of STEPHENS, GOURLEY & BYWATER, P.C., and JAMES J.
7 JIMMERSON, ESQ., of JIMMERSON HANSEN, P.C., appearing on behalf of
8 Plaintiff, ERIC NELSON, and Plaintiff being present; and the Court having reviewed
9 the pleadings and papers on file herein, and having heard the arguments of counsel and
10 the parties, and good cause appearing, issues the following orders:

11 IT IS HEREBY ORDERED ADJUDGED and DECREED, that the TPO is
12 extended for six (6) months, until September 2, 2011;

13 IT IS FURTHER ORDERED that Plaintiff may pick up the minor child, Carli
14 Nelson, from Las Vegas Day School and may pick up the minor children, Carli and
15 Garrett Nelson, from church located at Monte Cristo and Oakey. The honk and
16 seatbelt rule shall be utilized and enforced.

17 IT IS FURTHER ORDERED that Plaintiff may attend the minor children's
18 sporting events at various locations. However, Plaintiff is not to approach, harass, or
19 confront the Defendant. While attending sporting events Plaintiff is to sit on the
20 opposite side of where Defendant is seated.

21 IT IS FURTHER ORDERED that Plaintiff may contact the children directly via
22 their cell phones or text concerning changes to the children's schedules.

23 IT IS FURTHER ORDERED that all prior orders contained in the TPO,
24 including all orders as to the 100 yards distance to be maintained, stand.

25 IT IS FURTHER ORDERED that the hearing on Defendant's Motion for Order
26 to Show Cause set for March 21, 2011 stands.

27 ...

28 ...

1 ITS IS FURTHER ORDERED that the Court will appoint a forensic accountant
2 to review the financial records at issue in this litigation. Counsel will be notified once
3 the Court has appointed its forensic accountant.

4 IT IS FURTHER ORDERED that Defendant is entitled to all information
5 concerning the "Mississippi" assets, including information relating to the parties'
6 interest in the Silver Slipper casino operations. Defendant may contact and speak with
7 Paul Alanis and any other individual with knowledge of and information pertaining to
8 the "Mississippi" assets.

9 IT IS FURTHER ORDERED that the issues of spousal support and attorneys
10 fees are continued pending the issuance of a report by the Court's appointed forensic
11 accountant.

12 IT IS FURTHER ORDERED that a Return Hearing on the appointment of the
13 Court's forensic accountant is set for hearing on March 21, 2011 at 1:30 p.m.

14 DATED this 24 day of May, 2011.

15

16

DISTRICT COURT JUDGE

17

Approved as to Form and Content:

Submitted by:

18

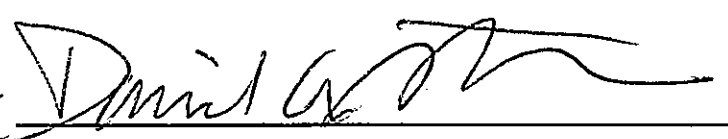
STEPHENS, GOURLEY & BYWATER

THE DICKERSON LAW GROUP

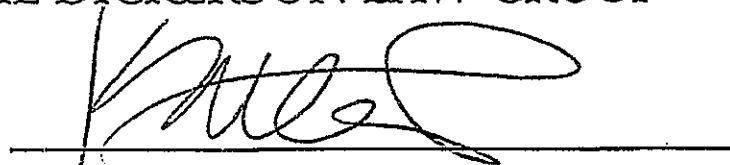
19

20

By



By



21

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

22

23

24

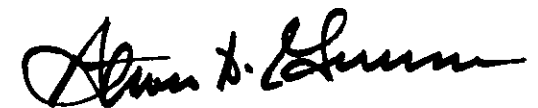
25

26

27

28

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



CLERK OF THE COURT

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

Forensic Accountants

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ERIC L. NELSON,

Plaintiff,

v.

LYNITA SUE NELSON,

Defendant.

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

NOTICE OF FILING
INCOME AND EXPENSE REPORTS FOR:
(1) BANONE, LLC, AND
(2) DYNASTY DEVELOPMENT GROUP

Larry L. Bertsch, CPA, CFF, and Nicholas S. Miller, CFE, of the accounting firm of LARRY L. BERTSCH, CPA & ASSOCIATES, hereby file the following reports:

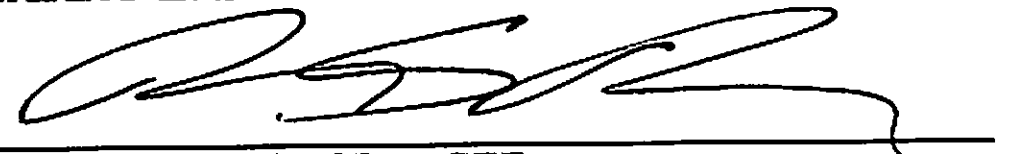
Exhibit A - Income and Expense Report for Banone, LLC

Exhibit B - Income and Expense Report for Dynasty Development Group

Please be advised that reports on the remaining two companies, Banone-Az, LLC and the Eric L. Nelson Nevada Trust, will be filed within a week due to the large amounts of transactions.

DATED this 11 day of July, 2011.

LARRY L. BERTSCH CPA & ASSOCIATES



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

CERTIFICATE OF SERVICE

I hereby certify that on the 11th day of July, 2011, I mailed a copy of the **Notice of Filing Income and Expenses Reports for: (1) Banone, LLC and (2) Dynasty Development Group** to the following at the last known address, by depositing the same in the United States mail in Las Vegas, Nevada, first class postage prepaid and addressed as follows:

David A. Stephens, Esq.
STEPHENS, GOURLEY & BYWATER
3636 N. Rancho Drive
Las Vegas, NV 89130
Attorneys for Plaintiff Eric L. Nelson

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


An employee of Larry L. Bertsch, CPA & Associates

Exhibit “A”

Exhibit “A”

Nelson v. Nelson
Banone, LLC
Income and Expenses Report

July 11, 2011

Larry L. Bertsch, CPA & Associates

Larry L. Bertsch, CPA, CFF

Nicholas S. Miller, CFE, CSAR, MBA

Contents

1. Summary
2. Income and Expenses per year
3. Notes to the Income and Expenses
4. Income and Expenses per month

Larry L. Bertsch, CPA & Associates reserves the right to update this report upon the production of additional documents. The information contained within this report is for use only in the conjunction with the surrounding Clark County District Court case Nelson v Nelson.

Banone, LLC
For the period of 1/1/09 through 6/15/11

Income

Intercompany Transfers	2,847,006.55
Related Individuals	477,938.60
Sale of Assets	5,929,852.11
Rental Income	537,655.58
Interest Income	71,853.56
Refunds	555,964.92
Line of Credit	4,195,000.00
Total Income	<u>14,615,271.32</u>

Expenses

Eric Nelson	385,867.56
Lynita Nelson	2,300.00
Related Individuals	3,222,157.08
Bella Kathryn	1,602,171.25
Investments	4,157,235.09
Credit Cards	109,664.16
Line of Credit	3,077,268.42
Professionals	391,293.72
Intercompany	983,200.08
Rental Expenses	380,303.00
Operating Expenses	83,004.83
Other Individuals	97,461.64
Other Companies	81,571.24
Total Expenses	<u>14,573,498.07</u>

Banone, LLC

	Total	2009	2010	2011*
Income				
Intercompany Transfers				
Dynasty Development Group	47,000.00	5,000.00	7,000.00	35,000.00
Eric Nelson Auctioneering, Inc.	1,970,000.00	1,950,000.00	20,000.00	-
Nelson & Associates	605,006.55	500,716.86	104,289.69	-
Banone-AZ, LLC	195,000.00	-	180,000.00	15,000.00
Eric Nelson NV Trust	30,000.00	-	30,000.00	-
Related Individuals				
Aleda Nelson (Eric's Sister)	220,000.00	220,000.00	-	-
Cal Nelson (Eric's Brother)	150,172.50	130,000.00	20,172.50	-
Paul Nelson (Eric's Brother)	50,000.00	50,000.00	-	-
Eric Nelson	57,766.10	3,000.00	54,766.10	-
Sale of Assets	5,929,852.11	3,574,945.40	2,008,925.10	345,981.61
Rental Income				
Banone Houses	393,672.78	206,330.22	135,777.48	51,565.08
Lindell	100,781.80	-	56,641.80	44,140.00
Russell Road	35,001.00	-	-	35,001.00
RV Park	8,200.00	-	-	8,200.00
Interest Income	71,853.56	44,544.14	16,123.22	11,186.20
Refunds	555,964.92	540,706.09	15,158.72	100.11
Line of Credit	4,195,000.00	2,700,000.00	1,195,000.00	300,000.00
Total Income	14,615,271.32	9,925,242.71	3,843,854.61	846,174.00
Expenses				
Eric Nelson	385,867.56	218,151.63	147,562.18	20,153.75
Lynita Nelson	2,300.00	-	2,300.00	-
Related Individuals				
Aleda Nelson (Eric's Sister)	854,700.00	234,700.00	620,000.00	-
Aubrey Nelson (Eric & Lynita's Daughter)	14,275.69	1,000.00	13,275.69	-
Bryce Nelson (Eric's Nephew)	56,000.00	48,000.00	8,000.00	-
Cal Nelson (Eric's Brother)				
Cal's Blue Water Marine	96,200.00	96,200.00	-	-
Big Fish LLC	1,100.00	-	1,100.00	-
Direct Payments	130,000.00	100,000.00	30,000.00	-
Cashier's Checks	1,325,000.00	1,325,000.00	-	-
Reimbursement	193,950.19	168,732.62	23,919.08	1,298.49
Chad Ramos (Eric's Nephew)	20,504.22	17,355.62	356.00	2,792.60
Chelsea Nelson (Eric's Niece)	12,500.00	9,500.00	3,000.00	-
Chris Stromberg (Eric & Lynita's son-in-law)	17,252.00	-	17,252.00	-
Eric T. Nelson (Eric's Nephew)	3,347.71	3,347.71	-	-
Jesse Harber (Eric's Nephew)	1,000.00	-	-	1,000.00
Kjersten Bailey (Eric's Niece)	321.40	-	321.40	-
Lance Liu (Eric's Brother-in-law)	60,708.95	48,000.00	8,000.00	4,708.95
Paul Harber (Eric's Brother-in-law)				
Paul Nelson (Eric's Brother)				
Direct Payments	392,326.00	360,350.00	25,976.00	6,000.00
Reimbursement	14,052.60	10,273.01	3,779.59	-
Ryan Nelson (Eric's Nephew)	13,918.32	10,918.32	-	3,000.00
Stacey Liu (Eric's Sister)	15,000.00	10,000.00	5,000.00	-

* Through June 16, 2011

See Accompanying Notes

RAPP0175

Banone, LLC

Non-Business				
Bella Kathryn	1,602,171.25	401,984.00	1,193,834.60	6,352.65
Investments	4,157,235.09	4,109,735.09	47,500.00	-
Credit Cards	109,664.16	20,585.09	57,227.97	31,851.10
Line of Credit	3,077,268.42	2,027,268.42	800,000.00	250,000.00
Professionals				
Kissinger, Bigatel & Brower	10,000.00	10,000.00	-	-
Stephens, Gourley & Bywater	76,245.88	-	48,274.95	27,970.93
James Jimmerson, Esq	239,678.34	-	201,145.41	38,532.93
Solomon Dwiggens	17,032.50	-	-	17,032.50
Michael Branch	5,000.00	-	-	5,000.00
Gerety & Associates (Accountant)	33,337.00	-	22,738.00	10,599.00
Larry Bertsch, CPA & Associates (Court)	10,000.00	-	-	10,000.00
Intercompany				
Banone-AZ, LLC	205,000.00	101,000.00	95,000.00	9,000.00
Dynasty Development Group	218,500.00	5,000.00	75,500.00	138,000.00
Eric Nelson Auctioneering, Inc.	209,700.08	109,700.08	-	100,000.00
Eric L Nelson NV Trust	350,000.00	100,000.00	250,000.00	-
Rental Expenses				
Lindell Expenses	12,300.82	-	7,884.68	4,416.14
HOA Fees	28,970.28	13,018.30	13,759.08	2,192.90
Insurance	16,421.37	7,369.81	4,753.18	4,298.38
Utilities	61,162.14	39,124.62	17,202.87	4,834.65
Rental Expenses	120,864.01	81,789.13	36,129.38	2,945.50
Taxes	140,584.38	64,610.43	56,653.06	19,320.89
Operating Expenses				
Interest Expense	55,433.42	13,692.41	25,543.09	16,197.92
Other Expenses	27,571.41	19,264.69	6,373.80	1,932.92
Other Individuals				
David Ramos	9,500.00	7,118.00	2,382.00	-
Joan Ramos	2,176.31	1,000.00	1,122.00	54.31
Diego Correa	3,670.00	3,670.00	-	-
Joseph Chad Lawson	31,568.09	16,208.37	9,320.95	6,038.77
Keith Little	12,728.98	2,228.98	8,500.00	2,000.00
Bobby DeBorde	200.00	200.00	-	-
Lana Martin	8,012.50	1,000.00	5,000.00	2,012.50
Lisa Klein	1,000.00	1,000.00	-	-
Nancy Stewart	1,000.00	1,000.00	-	-
Rochelle McGowan	7,230.76	1,000.00	3,000.00	3,230.76
Joseph Beltran	500.00	500.00	-	-
Kevin Bailey	6,000.00	6,000.00	-	-
Stanley Mullner	2,500.00	2,500.00	-	-
Wayne Catalano	7,375.00	-	-	7,375.00
Briana Ramos	4,000.00	-	-	4,000.00
Other Companies				
Harber Investments	64,402.94	22,500.00	41,902.94	-
CNR Real Estate (Chad Ramos)	17,168.30	-	17,168.30	-
Total Expenses	14,573,498.07	9,851,596.33	3,957,758.20	764,143.54

Banone, LLC

Income

Intercompany Transfers

- Dynasty Development Group – This represents deposits from Dynasty Development Group.
- Eric Nelson Auctioneering, Inc. - This represents deposits from Eric Nelson Auctioneering.
- Nelson & Associates - This represents deposits from Nelson & Associates.
- Banone-AZ, LLC - This represents deposits from Banone-AZ, LLC
- Eric Nelson NV Trust - This represents deposits from the Eric Nelson NV Trust

Related Individuals

- Aleda Nelson – Represents deposits from Aleda Nelson which is Eric's sister
- Cal Nelson – Represents deposits from Cal Nelson which is Eric's brother
- Paul Nelson – Represents deposits from Paul Nelson which is Eric's brother
- Eric Nelson – Represents deposits from Eric is the Defendant in this case

Other Income

- Sale of Assets - This represents the various income from the sales of investments (Notes Receivable and sales of homes)
- Rental Income – This account represents rental income from houses in Nevada and Arizona.
- Lindell - This account represents rental income from the office complex on Lindell Road in Las Vegas.
- Russell Road - This account represents rental income from the Russell Road building in Las Vegas.
- RV Park - This account represents rental income from the RV Park located in Mississippi.
- Interest Income - This account represents interest income from various notes receivable.
- Refunds - This account represents income from refunds. Refunds often came in the form of returned Earnest Money from house purchases and returns of deposits and/or credits of utilities when a property was sold.
- Line of Credit – This account represents the income from the Line of Credit

Expenses

- Eric Nelson – This amount represents payments associated with Eric Nelson such as Draws, kids expenses, Personal Expenses and Bella Kathryn Bills
- Lynita Nelson - This amount represents payments to Lynita Nelson

Related Individuals

- Aleda Nelson – Represents payments made directly to Aleda Nelson which is Eric's sister.
- Aubrey Nelson - Represents payments made directly to Aubrey Nelson which is Eric and Lynita's daughter.
- Bryce Nelson - Represents payments made directly to Bryce Nelson which is Eric's Nephew.
- Cal Nelson – Represents payments made directly to Cal Nelson and/or Cal Nelson controlled entities. Cal is Eric's brother:
 - Cal's Blue Water Marine – This is a company owned by Cal Nelson which closed in 2008. Banone, LLC began paying this entity in late 2009 and classifying the payments as "rent".
 - Big Fish LLC - This is a company owned by Cal Nelson.
 - Direct Payments – These payments include amounts paid directly to Cal Nelson
 - Cashier's Checks – These payments represent money withdrawn from Banone LLC and given to Cal to purchase homes. The records do not show if all money was spent on homes or returned to Banone or another entity.
 - Reimbursement - Represents payments made to Cal Nelson in order to reimburse him for expenses associated with various projects.
- Chad Ramos - Represents payments made directly to Chad Ramos, which is Eric's Nephew.
- Chelsea Nelson - Represents payments made directly to Chelsea Nelson, which is Eric's niece.
- Chris Stromberg - Represents payments made directly to Chris Stromberg, which is Eric & Lynita's son-in-law.
- Eric T. Nelson - Represents payments made directly to Eric T Nelson, which is Eric's Nephew.
- Jesse Harber - Represents payments made directly to Jesse Harber, which is Eric's Nephew.
- Kjersten Bailey - Represents payments made directly to Kjersten Bailey, which is Eric's Niece.
- Lance Liu - Represents payments made directly to Lance Liu, which is Eric's Brother-in-law.
- Paul Harber - Represents payments made directly to Paul Harber, which is Eric's Brother-in-law.
- Paul Nelson - Represents payments made directly to Paul Nelson, which is Eric's Brother.
 - Direct payments - These payments include amounts paid directly to Paul Nelson
 - Reimbursements - Represents payments made to Paul Nelson in order to reimburse him for expenses associated with various projects.

- Ryan Nelson - Represents payments made directly to Ryan Nelson, which is Eric's Nephew.
- Stacey Liu - Represents payments made directly to Stacy Liu, which is Eric's Sister

Other

- Bella Kathryn – This account includes the initial purchase of the Bella Kathryn House and vacant lot. It also includes the various improvements made to both properties.
- Investments – This account represents payments for the purchase of rental properties.
- Credit Cards – This account represents payments made to credit card companies. Expenses associated with the Bella Kathryn property were excluded from this account as they are included in the Bella Kathryn account.
- Line of Credit – The accounts includes payments towards the line of credit.

Professionals

- Kissinger, Bigatel & Brower – Represents payments to this law firm.
- Stephens, Gourley & Bywater - Represents payments to this law firm.
- James Jimmerson, Esq - Represents payments to this law firm.
- Solomon Dwiggens - Represents payments to this law firm.
- Michael Branch - Represents payments to this law firm.
- Gerety & Associates (Accountant) - Represents payments to this accounting firm.
- Larry Bertsch, CPA & Associates (Court) - Represents payments made for the purpose of the divorce case.

Intercompany

- Banone-AZ, LLC – Represents payments made to this entity.
- Dynasty Development Group - Represents payments made to this entity.
- Eric Nelson Auctioneering, Inc. - Represents payments made to this entity.
- Eric L Nelson NV Trust - Represents payments made to this entity.

Rental Expenses

- Lindell Expenses – Represents expenses associated with the maintenance of the office park located on Lindell in Las Vegas.
- HOA Fees – Represents payments for various homeowners associations where many of the rentals are located.
- Insurance – Represents payments made for insuring the rental properties.
- Utilities – Represents various utilities for the rental properties.
- Rental Expenses – Represents maintenance and/or improvements to the rental properties.
- Taxes – Represents taxes paid on the rental properties.

Operating Expenses

- Interest Expense – Represents payments made for interest expenses associated with the Line of credit and bank accounts.
- Other Expenses – Represents expenses associated with operating the various businesses Eric maintains. Includes office supplies, licenses, signs for the rentals, and other fees.

Other Individuals – Represents payments to unknown individuals (unless indicated below)

- David Ramos
- Joan Ramos
- Diego Correa
- Joseph Chad Lawson
- Keith Little
- Bobby DeBorde
- Lana Martin – Employee of Eric Nelson Auctioneering
- Lisa Klein
- Nancy Stewart
- Rochelle McGowan – Employee of Eric Nelson Auctioneering
- Joseph Beltran
- Kevin Bailey
- Stanley Mullner
- Wayne Catalano
- Briana Ramos

Other Companies

- Harbor Investments – Represents payments made to this entity. According to the Nevada Secretary of State, Harbor Investments, LLC's officers are Paul and Nola Harbor, which are Eric's Brother in law and sister, respectively.
- CNR Real Estate - Represents payments made to this entity. According to the Nevada Secretary of State, CNR Real Estate, LLC's officer is Chad Ramos which is Eric's nephew.

Banone, LLC

	Total	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09
Income													
Intercompany Transfers													
Dynasty Development Group	5,000.00											5,000.00	
Eric Nelson Auctioneering, Inc.	1,950,000.00	900,000.00		650,000.00	100,000.00		200,000.00						100,000.00
Nelson & Associates	500,716.86		500,000.00	716.86									
Banone-AZ, LLC	-												
Banone, LLC	-												
Eric Nelson NV Trust	-												
Related Individuals													
Aleda Nelson (Eric's Sister)	220,000.00												220,000.00
Cal Nelson (Eric's Brother)	130,000.00		130,000.00										
Paul Nelson (Eric's Brother)	50,000.00		50,000.00										
Eric Nelson	3,000.00			3,000.00									
Sale of Assets	3,574,945.40			49,731.98			103,159.00	379,285.40	40,906.82		785,169.86	747,659.50	1,469,032.84
Rental Income													
Banone Houses	206,330.22	9,520.00	13,460.00	12,310.00	11,110.00	18,660.00	23,200.04	19,183.60	19,292.01	17,827.00	22,184.00	17,850.00	21,733.57
Lindell	-												
Russell Road	-												
RV Park	-												
Interest Income	44,544.14	1,015.78	2,515.50	25,109.31	5,250.28	2,512.26	2,631.79	1,732.00	1,672.45		1,123.38	117.13	864.26
Refunds	540,706.09	1,039.30	16,601.43	116,393.56	200,221.11	54,966.58	59,217.53	14,252.65	21,584.70	22,164.81	23,100.11	1,847.45	9,316.86
Line of Credit	2,700,000.00				200,000.00	500,000.00			500,000.00	1,000,000.00			500,000.00
Total Income	9,925,242.71	911,575.08	712,576.93	857,261.71	516,581.39	576,138.84	388,208.36	414,453.65	583,455.98	1,039,991.81	831,577.35	772,474.08	2,320,947.53
Expenses													
Eric Nelson	218,151.63	55,000.00	100,000.00	9,177.83	2,094.86	1,578.25	4,637.58	1,598.58	5,226.18	4,439.99	15,046.12	526.35	18,825.89
Lynita Nelson	-												
Related Individuals													
Aleda Nelson (Eric's Sister)	234,700.00						1,837.50		3,675.00	1,837.50	1,837.50	221,837.50	3,675.00
Aubrey Nelson (Eric & Lynita's Da	1,000.00										1,000.00		
Bryce Nelson (Eric's Nephew)	48,000.00	8,000.00	4,000.00	4,000.00		4,000.00	8,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	
Cal Nelson (Eric's Brother)	-												
Cal's Blue Water Marine	96,200.00									51,200.00	15,000.00	15,000.00	15,000.00
Big Fish LLC	-												
Direct Payments	100,000.00	10,000.00	5,000.00	5,000.00		5,000.00	10,000.00	5,000.00	5,000.00	5,000.00	5,000.00	20,000.00	25,000.00
Cashier's Checks	1,325,000.00	100,000.00	100,000.00		150,000.00			25,000.00	450,000.00	500,000.00			
Reimbursement	168,732.62	7,392.74	9,766.61	16,644.85	4,468.06	7,530.30	7,193.28	5,561.87	5,632.74	24,287.12	40,899.22	23,903.72	15,452.11
Chad Ramos (Eric's Nephew)	17,355.62	618.50	21.78	786.59		2,990.91	2,650.00	2,650.00	3,000.00	3,269.99		367.85	1,000.00
Chelsea Nelson (Eric's Niece)	9,500.00								1,500.00	2,000.00	2,000.00	2,000.00	2,000.00
Chris Stromberg (Eric & Lynita's s	-												
Eric T. Nelson (Eric's Nephew)	3,347.71			347.71		3,000.00							
Jesse Harber (Eric's Nephew)	-												
Kjersten Bailey (Eric's Niece)	-												
Lance Liu (Eric's Brother-in-law)	48,000.00	8,000.00	4,000.00	4,000.00		4,000.00	8,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	
Paul Harber (Eric's Brother-in-law)	-												
Paul Nelson (Eric's Brother)	-												
Direct Payments	360,350.00	100,000.00	2,500.00	14,850.00	213,000.00	5,000.00							25,000.00
Reimbursement	10,273.01			7,166.77	1,764.05						1,342.19		
Ryan Nelson (Eric's Nephew)	10,918.32		1,155.58	3,169.44	3,430.76	3,162.54							
Stacey Liu (Eric's Sister)	10,000.00								2,500.00	2,500.00	2,500.00	2,500.00	
Non-Business													
Bella Kathryn	401,984.00												401,984.00
Investments	4,109,735.09	249,449.30	786,241.83	499,985.71	203,398.14	634,030.55	88,861.94	255,864.96	80,158.86	593,727.80	250,000.00	250,000.00	218,016.00
Credit Cards	20,585.09		592.19	1,037.06	1,089.39	1,171.76	244.16	231.33	3,369.73	4,484.29	2,046.87	3,057.57	3,260.74
Line of Credit	2,027,268.42											300,000.00	1,727,268.42
Professionals	-												

Banone, LLC

	Total	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09
Kissinger, Bigatel & Brower	10,000.00							10,000.00					
Stephens, Gourley & Bywater													
James Jimmerson, Esq													
Solomon Dwiggens													
Michael Branch													
Gerety & Associates (Accountant)													
Larry Bertsch, CPA & Associates (
Intercompany													
Banone, LLC													
Banone-AZ, LLC	101,000.00		2,000.00	10,000.00		54,000.00					15,000.00	20,000.00	
Dynasty Development Group	5,000.00									5,000.00			
Eric Nelson Auctioneering, Inc.	109,700.08				50,000.00		1,837.51		13,675.02	36,837.51	1,837.51	1,837.51	3,675.02
Eric L. Nelson NV Trust	100,000.00						100,000.00						
Rental Expenses													
Lindell Expenses													
HOA Fees	13,018.30	826.55	1,029.41	1,120.83	1,086.79	1,057.44	960.83	728.46	967.39	832.40	2,406.25	723.60	1,278.35
Insurance	7,369.81	2,318.01	397.50				1,054.30			3,600.00			
Utilities	39,124.62	1,009.91	1,521.29	2,457.29	4,595.13	2,766.19	2,293.48	3,075.16	3,524.39	3,570.72	4,995.62	4,705.85	4,609.59
Rental Expenses	81,789.13			17,671.69	26,037.19	11,410.07	3,326.90	1,957.50	3,344.60	4,479.95	7,572.15	2,732.18	3,256.90
Taxes	64,610.43	6,013.69		6,296.56	12.22	4,257.11	1,169.57		15,804.00	758.93	24,237.89	5,613.23	447.23
Operating Expenses													
Interest Expense	13,692.41	3,300.24	2,019.02				693.37	822.22		361.11	1,500.00	2,634.34	2,362.11
Other Expenses	19,264.69	160.49		844.12	8,612.51	70.75	8.65	851.06	8.45	8.45	1,922.45	5,188.09	1,589.67
Other Individuals													
David Ramos	7,118.00	510.00	642.00	696.00	564.00	672.00	660.00	288.00	360.00	630.00	708.00	588.00	800.00
Joan Ramos	1,000.00												1,000.00
Diego Correa	3,670.00											3,370.00	300.00
Joseph Chad Lawson	16,208.37	537.55	1,412.70	2,515.48	942.51	1,225.39	1,529.84	1,113.48	1,363.73	2,200.55	1,700.40	840.22	826.52
Keith Little	2,228.98									557.98		500.00	1,171.00
Bobby DeBorde	200.00												200.00
Lana Martin	1,000.00												1,000.00
Lisa Klein	1,000.00												1,000.00
Nancy Stewart	1,000.00												1,000.00
Rochelle McGowan	1,000.00												1,000.00
Joseph Beltran	500.00												1,000.00
Kevin Bailey	6,000.00				3,000.00	5,955.05	(2,955.05)				500.00		
Stanley Mullner	2,500.00									2,500.00			
Wayne Catalano													
Briana Ramos													
Other Companies													
Harber Investments	22,500.00											22,500.00	
CNR Real Estate (Chad Ramos)													
Total Expenses	9,851,596.33	553,136.98	1,022,299.91	607,767.93	674,095.61	752,878.31	242,003.86	322,742.62	607,110.09	1,262,084.29	407,052.17	918,426.01	2,481,998.55

Banone, LLC

	Total	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10
Income													
Intercompany Transfers													
Dynasty Development Group	7,000.00	7,000.00											
Eric Nelson Auctioneering, Inc.	20,000.00					20,000.00							
Nelson & Associates	104,289.69				30,000.00	74,289.69							
Banone-AZ, LLC	180,000.00										125,000.00	5,000.00	50,000.00
Banone, LLC	-												
Eric Nelson NV Trust	30,000.00									30,000.00			
Related Individuals													
Aleda Nelson (Eric's Sister)	-												
Cal Nelson (Eric's Brother)	20,172.50								20,172.50				
Paul Nelson (Eric's Brother)	-												
Eric Nelson	54,766.10					54,766.10							
Sale of Assets	2,008,925.10	826,273.92	698,573.78	266,475.87	76,411.07			13,199.56		127,990.90			
Rental Income													
Banone Houses	135,777.48	14,525.00	12,575.00	12,680.00	10,227.47	8,457.47	9,978.38	9,140.16	8,308.00	12,680.00	10,030.00	13,448.00	13,728.00
Lindell	56,641.80						8,030.00	9,468.40	8,318.00	7,374.00	6,668.40	8,374.00	8,409.00
Russell Road RV Park	-												
Interest Income	16,123.22	756.97	747.13	791.07	868.26	7,461.24	878.91	1,005.88	1,303.94	126.97	756.97	1,298.91	126.97
Refunds	15,158.72	9,789.71	300.29	2,910.39	930.98	558.94	398.32		68.34	165.75			36.00
Line of Credit	1,195,000.00	620,000.00				275,000.00	200,000.00					100,000.00	
Total Income	3,843,854.61	1,478,345.60	712,196.20	282,857.33	118,437.78	440,533.44	219,285.61	32,814.00	38,170.78	178,337.62	142,455.37	128,120.91	72,299.97
Expenses													
Eric Nelson	147,562.18	20,277.95	5,887.07	27,019.54	457.13	10,684.85	9,507.10	13,457.28	1,940.95	13,017.55	36,726.63	6,632.29	1,953.84
Lynita Nelson	2,300.00	2,300.00											
Related Individuals													
Aleda Nelson (Eric's Sister)	620,000.00	620,000.00											
Aubrey Nelson (Eric & Lynita's Da	13,275.69			3,000.00				5,275.69			5,000.00		
Bryce Nelson (Eric's Nephew)	8,000.00	4,000.00	4,000.00										
Cal Nelson (Eric's Brother)	-												
Cal's Blue Water Marine	-												
Big Fish LLC	1,100.00			1,100.00									
Direct Payments	30,000.00	5,000.00	5,000.00						20,000.00				
Cashier's Checks	-												
Reimbursement	23,919.08	6,792.23	7,471.41	630.04	1,758.59	184.77	367.43		1,253.49	1,821.38	368.28	3,271.46	
Chad Ramos (Eric's Nephew)	356.00			356.00									
Chelsea Nelson (Eric's Niece)	3,000.00	3,000.00											
Chris Stromberg (Eric & Lynita's s	17,252.00							17,252.00					
Eric T. Nelson (Eric's Nephew)	-												
Jesse Harber (Eric's Nephew)	-												
Kjersten Bailey (Eric's Niece)	321.40		321.40										
Lance Liu (Eric's Brother-in-law)	8,000.00	4,000.00	4,000.00										
Paul Harber (Eric's Brother-in-law)	-												
Paul Nelson (Eric's Brother)	-												
Direct Payments	25,976.00		25,000.00							558.00	418.00		
Reimbursement	3,779.59				1,400.13	1,037.59	1,341.87						
Ryan Nelson (Eric's Nephew)	-												
Stacey Liu (Eric's Sister)	5,000.00	2,500.00	2,500.00										
Non-Business													
Bella Kathryn	1,193,834.60	141,032.98	155,619.65	150,630.30	230,205.23	311,204.46	57,187.11	26,358.71	28,779.31	56,298.85	12,646.16	16,175.84	7,696.00
Investments	47,500.00									47,500.00			
Credit Cards	57,227.97	1,681.74	1,228.77	5,424.09	496.73		6,534.54	16,571.57		4,737.27	8,619.46	6,933.80	5,000.00
Line of Credit	800,000.00		200,000.00	600,000.00									
Professionals	-												

Banone, LLC

	Total	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10
Kissinger, Bigatel & Brower	-												
Stephens, Gourley & Bywater	48,274.95			3,120.40			7,148.18			15,800.11	7,677.76	7,001.50	7,527.00
James Jimmerson, Esq	201,145.41					10,000.00		43,759.08		47,758.62	30,673.08	53,954.63	15,000.00
Solomon Dwiggens	-												
Michael Branch	-												
Gerety & Associates (Accountant)	22,738.00											11,369.00	11,369.00
Larry Bertsch, CPA & Associates	-												
Intercompany	-												
Banone, LLC	-												
Banone-AZ, LLC	95,000.00			35,000.00						25,000.00	20,000.00	15,000.00	
Dynasty Development Group	75,500.00	7,000.00						30,000.00	11,000.00	5,000.00	10,000.00	12,500.00	
Eric Nelson Auctioneering, Inc.	-												
Eric L Nelson NV Trust	250,000.00	250,000.00											
Rental Expenses	-												
Lindell Expenses	7,884.68									950.00	6,789.68		145.00
HOA Fees	13,759.08	5,842.63	1,359.30	457.30	896.65	596.65	756.65	596.65	326.65	326.65	326.65	1,406.65	866.65
Insurance	4,753.18	1,399.96		1,932.42	1,420.80								
Utilities	17,202.87	2,437.74	3,360.48	2,185.68	1,500.95	1,136.67	1,870.75	2,030.46	452.43	547.73	357.89	721.60	600.49
Rental Expenses	36,129.38	19,497.56	3,336.19	6,748.05	320.00	2,517.48	460.00	1,890.13	350.00	400.00	435.04		174.93
Taxes	56,653.06	13,131.77	11,350.43	7,882.85	13.92	4,625.25	4,473.51	210.00	9,750.96		5,214.37		
Operating Expenses	-												
Interest Expense	25,543.09	923.23		2,650.35	4,614.42		1,088.51	2,284.51	2,682.13	2,682.13	2,595.62	2,943.24	3,078.95
Other Expenses	6,373.80	1,268.45	164.10	29.75	538.90	23.45	288.21	574.43	399.84	2,174.49	314.73	48.08	549.37
Other Individuals	-												
David Ramos	2,382.00	720.00	582.00	594.00	420.00	66.00							
Joan Ramos	1,122.00											73.00	1,049.00
Diego Correa	-												
Joseph Chad Lawson	9,320.95	1,031.57	1,255.59	628.11	546.44	431.29	930.70	799.33	968.90	935.85	420.00	633.17	740.00
Keith Little	8,500.00	500.00	8,000.00										
Bobby DeBorde	-												
Lana Martin	5,000.00										5,000.00		
Lisa Klein	-												
Nancy Stewart	-												
Rochelle McGowan	3,000.00			1,000.00									2,000.00
Joseph Beltran	-												
Kevin Bailey	-												
Stanley Mullner	-												
Wayne Catalano	-												
Briana Ramos	-												
Other Companies	-												
Harber Investments	41,902.94	41,902.94											
CNR Real Estate (Chad Ramos)	17,168.30		10,000.00	3,118.30	1,500.00	1,500.00	1,050.00						
Total Expenses	3,957,758.20	1,156,240.75	450,436.39	853,507.18	246,089.89	344,008.46	93,004.56	161,059.84	77,904.66	225,508.63	153,583.35	138,664.26	57,750.23

Banone, LLC

	Total	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11
Income													
Intercompany Transfers													
Dynasty Development Group	35,000.00				35,000.00								
Eric Nelson Auctioneering, Inc.	-												
Nelson & Associates	-												
Banone-AZ, LLC	15,000.00	15,000.00											
Banone, LLC	-												
Eric Nelson NV Trust	-												
Related Individuals	-												
Aleda Nelson (Eric's Sister)	-												
Cal Nelson (Eric's Brother)	-												
Paul Nelson (Eric's Brother)	-												
Eric Nelson	-												
Sale of Assets	345,981.61			345,981.61									
Rental Income													
Banone Houses	51,565.08	11,730.00	11,428.00	10,527.08	9,120.00	8,760.00							
Lindell	44,140.00	8,974.00	8,374.00	8,974.00	8074	9,744.00							
Russell Road	35,001.00	11,667.00	11,667.00	11,667.00									
RV Park	8,200.00				4,635.00	3,565.00							
Interest Income	11,186.20	756.97	630.00	883.94	756.97	8,158.32							
Refunds	100.11				100.11								
Line of Credit	300,000.00		100,000.00			200,000.00							
Total Income	846,174.00	48,127.97	132,099.00	378,033.63	57,686.08	230,227.32	-	-	-	-	-	-	-
Expenses													
Eric Nelson	20,153.75	2,613.95	10,211.66	3,546.63	1,032.53	2,298.98	450.00						
Lynita Nelson	-												
Related Individuals													
Aleda Nelson (Eric's Sister)	-												
Aubrey Nelson (Eric & Lynita's Da	-												
Bryce Nelson (Eric's Nephew)	-												
Cal Nelson (Eric's Brother)	-												
Cal's Blue Water Marine	-												
Big Fish LLC	-												
Direct Payments	-												
Cashier's Checks	-												
Reimbursement	1,298.49	224.84		1,073.65									
Chad Ramos (Eric's Nephew)	2,792.60				(707.40)	3,500.00							
Chelsea Nelson (Eric's Niece)	-												
Chris Stromberg (Eric & Lynita's s	-												
Eric T. Nelson (Eric's Nephew)	-												
Jesse Harber (Eric's Nephew)	1,000.00				1,000.00								
Kjersten Bailey (Eric's Niece)	-												
Lance Liu (Eric's Brother-in-law)	4,708.95				2,275.95	2,233.00	200.00						
Paul Harber (Eric's Brother-in-law)	-												
Paul Nelson (Eric's Brother)	-												
Direct Payments	6,000.00					3,000.00	3,000.00						
Reimbursement	-												
Ryan Nelson (Eric's Nephew)	3,000.00				3,000.00								
Stacey Liu (Eric's Sister)	-												
Non-Business	-												
Bella Kathryn	6,352.65	1,701.02	699.08	2,682.28		661.78	608.49						
Investments	-												
Credit Cards	31,851.10	4,000.00	11,129.93	11,221.17		5,500.00							
Line of Credit	250,000.00			250,000.00									
Professionals	-												

Banone, LLC

	Total	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11
Kissinger, Bigatel & Brower	-												
Stephens, Gourley & Bywater	27,970.93		11,772.25	5,432.83	6,304.85	4,461.00							
James Jimmerson, Esq	38,532.93	15,000.00	18,532.93			5,000.00							
Solomon Dwiggens	17,032.50			10,000.00		7,032.50							
Michael Branch	5,000.00					5,000.00							
Gerety & Associates (Accountant)	10,599.00				6,750.00	3,849.00							
Larry Bertsch, CPA & Associates (10,000.00				10,000.00								
Intercompany	-												
Banone, LLC	-												
Banone-AZ, LLC	9,000.00			9,000.00									
Dynasty Development Group	138,000.00	16,000.00	32,000.00	31,500.00	58,500.00								
Eric Nelson Auctioneering, Inc.	100,000.00					100,000.00							
Eric L Nelson NV Trust	-												
Rental Expenses	-												
Lindell Expenses	4,416.14	1,370.51		1,135.88	802.30	1,107.45							
HOA Fees	2,192.90	446.65	326.65	326.65	326.65	326.65	439.65						
Insurance	4,298.38					4,298.38							
Utilities	4,834.65	445.87	271.55	1,200.19	1,397.15	1,519.89							
Rental Expenses	2,945.50	1,477.75		181.13	286.62	700.00	300.00						
Taxes	19,320.89	4,124.16	5,691.71	8,803.25	701.77								
Operating Expenses	-												
Interest Expense	16,197.92	3,293.25	3,371.02	3,117.02	3,404.35	3,012.28							
Other Expenses	1,932.92	366.55	310.22	134.34	39.95	1,081.86							
Other Individuals	-												
David Ramos	-												
Joan Ramos	54.31				54.31								
Diego Correa	-												
Joseph Chad Lawson	6,038.77	1,107.00	926.00	1,238.80	1,070.73	1,102.39	593.85						
Keith Little	2,000.00					2,000.00							
Bobby DeBorde	-												
Lana Martin	2,012.50					2,012.50							
Lisa Klein	-												
Nancy Stewart	-												
Rochelle McGowan	3,230.76					3,230.76							
Joseph Beltran	-												
Kevin Bailey	-												
Stanley Mullner	-												
Wayne Catalano	7,375.00					7,375.00							
Briana Ramos	4,000.00					2,000.00	2,000.00						
Other Companies	-												
Harber Investments	-												
CNR Real Estate (Chad Ramos)	-												
Total Expenses	764,143.54	52,171.55	95,243.00	340,593.82	96,239.76	172,303.42	7,591.99	-	-	-	-	-	-

Exhibit “B”

Exhibit “B”

Nelson v. Nelson
Dynasty Development Group
Income and Expenses Report

July 11, 2011

Larry L. Bertsch, CPA & Associates

Larry L. Bertsch, CPA, CFF

Nicholas S. Miller, CFE, CSAR, MBA

Contents

1. Summary
2. Income and Expenses per year
3. Notes to the Income and Expenses
4. Income and Expenses per month

Larry L. Bertsch, CPA & Associates reserves the right to update this report upon the production of additional documents. The information contained within this report is for use only in the conjunction with the surrounding Clark County District Court case Nelson v Nelson.

Dynasty Development Group
For the preiod of 1/1/09 through 6/15/11

Income

Intercompany Transfers	287,558.42
Related Individuals	3,159.27
Silver Slipper	289,842.26
Hideaway Casino	104,968.38
Refunds	7,163.25
Total Income	<u>692,691.58</u>

Expenses

Eric Nelson	97,463.43
Lynita Nelson	-
Related Individuals	1,521.76
Other Expenses	144,981.24
Professionals	76,321.00
Intercompany	40,000.00
Community Asset Expenses	52,321.93
Operating Expenses	228,394.39
Other Individuals	80,724.99
Total Expenses	<u>721,728.74</u>

Dynasty Development Group

	Total	2009	2010	2011*
Income				
Intercompany Transfers				
Nelson & Associates	65,505.66	65,505.66	-	-
Banone, LLC	218,500.00	5,000.00	75,500.00	138,000.00
Bay Resorts	3,552.76	-	3,552.76	-
	-	-	-	-
Related Individuals	-	-	-	-
Cal Nelson (Eric's Brother)	3,159.27	-	3,159.27	-
	-	-	-	-
Silver Slipper	289,842.26	78,776.18	133,484.47	77,581.61
Hideaway Casino	104,968.38	82,500.00	22,468.38	-
Refunds	7,163.25	2,951.79	552.00	3,659.46
Total Income	692,691.58	234,733.63	238,716.88	219,241.07
Expenses				
Eric Nelson	97,463.43	18,606.47	25,989.81	52,867.15
Lynita Nelson	-	-	-	-
Related Individuals				
Aleda Nelson (Eric's Sister)	1,270.00	1,270.00	-	-
Paul Nelson (Eric's Brother)	-	-	-	-
Direct Payments	-	-	-	-
Reimbursement	251.76	251.76	-	-
Vehicles	26,876.36	18,997.81	6,433.00	1,445.55
Health/Life Insurance	99,703.27	35,812.11	45,146.56	18,744.60
Credit Cards	18,401.61	11,195.63	4,862.04	2,343.94
Professionals	-	-	-	-
William Armstrong, Jr., P.A	11,039.00	-	-	11,039.00
Blackwells Lawyers & Counselor	10,000.00	-	-	10,000.00
Harold W Duke PA	40,981.00	-	5,981.00	35,000.00
R. Vaughn Gourley, P.C	900.00	-	900.00	-
Gerety & Associates (Accountant)	13,401.00	-	6,651.00	6,750.00
	-	-	-	-
Intercompany	-	-	-	-
Banone, LLC	40,000.00	5,000.00	-	35,000.00
	-	-	-	-
Community Asset Expenses	-	-	-	-
Lindell Expenses	1,219.44	619.08	410.36	190.00
Insurance	8,139.64	3,444.88	4,694.76	-
Utilities	2,393.31	1,863.72	529.59	-
Rental Expenses	17,191.25	2,756.25	10,060.00	4,375.00
Taxes	23,378.29	299.47	12,895.15	10,183.67
	-	-	-	-

*Through June 16, 2011

See Accompanying Notes

RAPP0191

Dynasty Development Group

Operating Expenses	-	-	-	-
Utilities	23,118.93	11,232.23	9,961.34	1,925.36
Payroll	159,315.86	92,691.34	51,679.93	14,944.59
Other Expenses	33,983.90	14,391.70	15,468.88	4,123.32
Cell Phone	11,975.70	5,695.11	4,996.46	1,284.13
	-	-	-	-
Other Individuals	-	-	-	-
Briana Ramos	24,000.00	4,000.00	12,000.00	8,000.00
Cliff McCarlie	3,900.00	3,400.00	500.00	-
Joan Ramos	37,024.00	33,024.00	4,000.00	-
Joseph Chad Lawson	1,140.99	1,103.76	37.23	-
Lana Martin	11,660.00	5,660.00	6,000.00	-
Rachael Slaughter	3,000.00	-	3,000.00	-
	-	-	-	-
	-	-	-	-
Total Expenses	721,728.74	271,315.32	232,197.11	218,216.31

Dynasty Development Group

Income

Intercompany Transfers

- Nelson & Associates - This represents deposits from Nelson & Associates.
- Banone-AZ, LLC - This represents deposits from Banone-AZ, LLC
- Bay Resorts - This represents deposits from Bay Resorts

Related Individuals

- Cal Nelson – Represents deposits from Cal Nelson which is Eric's brother

Other Income

- Silver Slipper – This account represents deposits from the Silver Slipper Casino.
- Hideaway Casino - This account represents deposits from the Hideaway Casino.
- Refunds - This account represents income from refunds. Refunds often came in the form of returned Earnest Money from house purchases and returns of deposits and/or credits of utilities when a property was sold.

Expenses

- Eric Nelson – This amount represents payments for Eric Nelson such as Draws, kid's expenses, and Personal Expenses.
- Lynita Nelson - This amount represents payments to Lynita Nelson

Related Individuals

- Aleda Nelson – Represents payments made directly to Aleda Nelson which is Eric's sister.
- Paul Nelson - Represents payments made directly to Paul Nelson, which is Eric's Brother.
 - Reimbursements - Represents payments made to Paul Nelson in order to reimburse him for expenses associated with various projects.

Other

- Vehicles – This account represents payments towards car payments or insurance payments.
- Health/Life Insurance – This account represents payments towards health and life insurance.
- Credit Cards – This account represents payments made to credit card companies.

Professionals

- William Armstrong, Jr., P.A – Represents payments to this law firm.
- Blackwells Lawyers & Counselor - Represents payments to this law firm.
- Harold W Duke PA - Represents payments to this law firm.

- R.Vaughn Gourley, P.C - Represents payments to this law firm.
- Gerety & Associates (Accountant) - Represents payments to this accounting firm.

Intercompany

- Banone, LLC – Represents payments to Banone, LLC

Community Asset Expenses

- Lindell Expenses – Represents expenses associated with the maintenance of the office park located on Lindell in Las Vegas.
- Insurance – Represents payments made for insuring the rental properties.
- Utilities – Represents various utilities for the rental properties.
- Rental Expenses – Represents maintenance and/or improvements to the rental properties.
- Taxes – Represents taxes paid on the rental properties.

Operating Expenses

- Utilities – Represents payments made for utilities associated with Eric's office.
- Payroll - Represents payments made for payroll associated with Eric's office.
- Other Expenses – Represents expenses associated with operating the various businesses Eric maintains. Includes office supplies, licenses, signs for the rentals, and other fees.
- Cell Phone - Represents payments made for cell phones associated with Eric's office.

Other Individuals – Represents payments to unknown individuals (unless indicated below)

- Briana Ramos
- Cliff McCarlie
- Joan Ramos
- Joseph Chad Lawson
- Lana Martin
- Rachael Slaughter

Dynasty Development Group

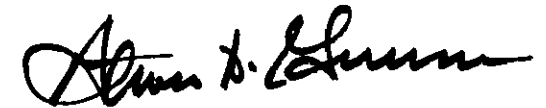
	Total	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09
Income													
Intercompany Transfers													
Nelson & Associates	65,505.66			15,505.66	10,000.00				20,000.00		20,000.00		
Banone, LLC	5,000.00									5,000.00			
Bay Resorts	.												
Related Individuals													
Cal Nelson (Eric's Brother)	.												
Silver Slipper	78,776.18				39,475.00	13,000.60		1,084.98		13,215.20		12,000.40	
Hideaway Casino	82,500.00		15,000.00		7,500.00		22,500.00	7,500.00		15,000.00	7,500.00		7,500.00
Refunds	2,951.79			22.60	1,331.11		565.60	282.48					750.00
Total Income	234,733.63	-	15,000.00	15,528.26	58,306.11	13,000.60	23,065.60	8,867.46	20,000.00	33,215.20	27,500.00	12,000.40	8,250.00
Expenses													
Eric Nelson	18,606.47	1,355.00	502.50	502.50		8,149.09	2,221.97	1,079.76	1,152.42	1,193.91	1,462.21	336.33	650.78
Lynita Nelson	.												
Related Individuals													
Aleda Nelson (Eric's Sister)	1,270.00	315.00		630.00	325.00								
Paul Nelson (Eric's Brother)	.												
Direct Payments													
Reimbursement	251.76	251.76											
Vehicles	18,997.81	2,819.07	1,841.25	2,761.39	3,083.33	1,936.58	3,112.67	597.83	1,092.41	106.17	524.76	561.17	561.18
Health/Life Insurance	35,812.11	3,276.66	3,312.66	4,018.56	3,059.36	7,230.78	3,252.66	223.64	2,439.38	5,058.09	111.82	3,716.68	111.82
Credit Cards	11,195.63	293.33	177.71	572.61		2,252.82	66.11	1,029.63	1,007.16	2,821.71	90.85	2,883.70	
Professionals	.												
William Armstrong, Jr., P.A	.												
Blackwells Lawyers & Counselor	.												
Harold W Duke PA	.												
R. Vaughn Gourley, P.C	.												
Gerety & Associates (Accountant)	.												
Intercompany													
Banone, LLC	5,000.00											5,000.00	
Community Asset Expenses													
Lindell Expenses	619.08	96.33	233.76		96.33			96.33			96.33		
Insurance	3,444.88	261.80	261.80	261.80	261.80	261.80	261.80	569.51	73.69	307.72		615.44	307.72
Utilities	1,863.72	49.28	73.17	103.29	276.74	62.96	73.45	127.97	752.77	38.48		38.48	267.13
Rental Expenses	2,756.25							750.00	2,006.25				
Taxes	299.47	299.47											
Operating Expenses													
Utilities	11,232.23	580.59	1,465.84	540.08	1,588.76	511.01	682.14	1,656.23	875.61	813.27	1,428.34	399.82	690.54
Payroll	92,691.34	5,550.26	8,869.75	4,234.49	7,811.62	8,563.28	8,755.85	7,596.59	8,449.93	4,244.47	7,854.58	8,430.51	12,330.01
Other Expenses	14,391.70	366.08	1,027.40	2,475.17	1,210.43	850.47	1,274.22	1,538.63	900.54	1,961.41	527.06	1,166.77	1,093.52
Cell Phone	5,695.11		376.52	371.24	385.33	1,213.05	881.98	419.16		821.49	407.17		819.17
Other Individuals													
Briana Ramos	4,000.00		2,000.00						2,000.00				
Cliff McCarlie	3,400.00	800.00	800.00	800.00	800.00	400.00					(200.00)		
Joan Ramos	33,024.00	1,377.00	3,377.00	1,892.80	2,000.00	4,692.20	3,377.00	4,754.00		3,554.00	4,000.00	2,000.00	2,000.00
Joseph Chad Lawson	1,103.76	51.35	444.62	73.58	45.51	242.53	43.17	17.04			99.86	86.10	
Lana Martin	5,660.00	1,540.00	1,640.00	1,760.00	720.00								
Rachael Slaughter	.												
Total Expenses	271,315.32	19,282.98	26,403.98	20,997.51	21,664.21	36,366.57	24,003.02	20,456.32	20,750.16	20,920.72	16,402.98	25,235.00	18,831.87

Dynasty Development Group

	Total	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10
Income													
Intercompany Transfers													
Nelson & Associates													
Banone, LLC	75,500.00	7,000.00						30,000.00	11,000.00	5,000.00	10,000.00	12,500.00	
Bay Resorts	3,552.76			3,552.76									
Related Individuals													
Cal Nelson (Eric's Brother)	3,159.27			1,670.76		496.17	496.17	496.17					
Silver Slipper	133,484.47	10,430.60	12,615.20	10,679.80	15,636.16	12,551.40	11,250.00	16,483.40	3,920.00	14,863.39	4,065.00	4,630.00	16,359.52
Hideaway Casino	22,468.38	7,500.00	14,968.38										
Refunds	552.00					400.00	152.00						
Total Income	238,716.88	24,930.60	27,583.58	15,903.32	15,636.16	13,447.57	11,898.17	46,979.57	14,920.00	19,863.39	14,065.00	17,130.00	16,359.52
Expenses													
Eric Nelson	25,989.81	182.86	418.83	1,517.49	1,149.51	1,071.50	2,417.40	13,037.90	502.80	2,702.50	637.73	1,079.26	1,272.03
Lynita Nelson													
Related Individuals													
Aleda Nelson (Eric's Sister)													
Paul Nelson (Eric's Brother)													
Direct Payments													
Reimbursement													
Vehicles	6,433.00	455.00	559.00	447.98	1,556.02		111.50	2,101.50	116.00	1,086.00			
Health/Life Insurance	45,146.56	1,914.25	7,648.07	3,671.85	4,376.27	4,264.45	111.82	8,447.08		3,398.93	3,771.28	3,771.28	3,771.28
Credit Cards	4,862.04		1,401.21	1,859.52	403.96	678.80	7.50	238.90				272.15	
Professionals													
William Armstrong, Jr., P.A													
Blackwells Lawyers & Counselor													
Harold W Duke PA	5,981.00												5,981.00
R. Vaughn Gourley, P.C	900.00							900.00					
Gerety & Associates (Accountant)	6,651.00							4,101.00		2,550.00			
Intercompany													
Banone, LLC													
Community Asset Expenses													
Lindell Expenses	410.36	102.59				102.59		102.59				102.59	
Insurance	4,694.76	307.72	615.44		615.44	307.72	1,596.00	622.60		314.92	314.92		
Utilities	529.59	237.92	40.71	40.71			127.13						83.12
Rental Expenses	10,060.00					250.00	250.00	5,250.00	2,410.00	1,650.00	250.00		
Taxes	12,895.15			11,772.48	305.51	97.16	700.00				20.00		
Operating Expenses													
Utilities	9,961.34	1,247.25	838.29	612.88	1,630.37	485.79	454.47	1,806.95	51.76	682.46	384.13	1,268.70	498.29
Payroll	51,679.93	7,214.87	3,995.14	3,687.17	3,682.86	3,719.86	5,474.05	3,742.55	3,733.86	3,624.72	3,624.72	5,136.99	4,043.14
Other Expenses	15,468.88	1,316.37	1,936.95	2,487.54	918.88	406.26	846.29	923.41	207.96	1,742.72	824.27	1,588.15	2,270.08
Cell Phone	4,996.46		801.85	415.66	444.66	425.14	413.55	418.61		413.44	840.67	409.78	413.10
Other Individuals													
Briana Ramos	12,000.00							2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
Cliff McCarlie	500.00									500.00			
Joan Ramos	4,000.00	2,000.00						2,000.00					
Joseph Chad Lawson	37.23	37.23											
Lana Martin	6,000.00						1,000.00	1,000.00	1,000.00	2,000.00	1,000.00		
Rachael Slaughter	3,000.00							3,000.00					
Total Expenses	232,197.11	15,016.06	18,255.49	26,513.28	15,186.07	11,706.68	13,509.71	49,693.09	10,022.38	22,665.69	13,667.72	15,628.90	20,332.04

Dynasty Development Group

	Total	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11
Income													
Intercompany Transfers													
Nelson & Associates													
Banone, LLC	138,000.00	16,000.00	32,000.00	31,500.00	58,500.00								
Bay Resorts													
Related Individuals													
Cal Nelson (Eric's Brother)													
Silver Slipper	77,581.61	12,542.41	2,875.00	15,060.31	47,103.89								
Hideaway Casino													
Refunds	3,659.46		3,659.46										
Total Income	219,241.07	28,542.41	38,534.46	46,560.31	105,603.89								
Expenses													
Eric Nelson	52,867.15	1,903.62	579.49	19,398.92	30,985.12								
Lynita Nelson													
Related Individuals													
Aleda Nelson (Eric's Sister)													
Paul Nelson (Eric's Brother)													
Direct Payments													
Reimbursement													
Vehicles	1,445.55	260.66		1,184.89									
Health/Life Insurance	18,744.60	3,771.28	3,771.28	11,202.04									
Credit Cards	2,343.94	868.53		1,475.41									
Professionals													
William Armstrong, Jr., P.A	11,039.00				11,039.00								
Blackwells Lawyers & Counselor	10,000.00				10,000.00								
Harold W Duke PA	35,000.00		15,000.00	10,000.00	10,000.00								
R. Vaughn Gourley, P.C													
Gerety & Associates (Accountant)	6,750.00			6,750.00									
Intercompany													
Banone, LLC	35,000.00				35,000.00								
Community Asset Expenses													
Lindell Expenses	190.00			190.00									
Insurance													
Utilities													
Rental Expenses	4,375.00	2,575.00		250.00	1,550.00								
Taxes	10,183.67	10,183.67											
Operating Expenses													
Utilities	1,925.36	435.83	460.52	938.87	90.14								
Payroll	14,944.59	3,847.52	3,712.48	3,690.95	3,693.64								
Other Expenses	4,123.32	438.70	1,092.54	2,164.26	427.82								
Cell Phone	1,284.13	432.70		851.43									
Other Individuals													
Briana Ramos	8,000.00	2,000.00	2,000.00	2,000.00	2,000.00								
Cliff McCarlie													
Joan Ramos													
Joseph Chad Lawson													
Lana Martin													
Rachael Slaughter													
Total Expenses	218,216.31	26,717.51	26,616.31	60,096.77	104,785.72								



CLERK OF THE COURT

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

Forensic Accountants

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ERIC L. NELSON,

Plaintiff,

v.

LYNITA SUE NELSON,

Defendant.

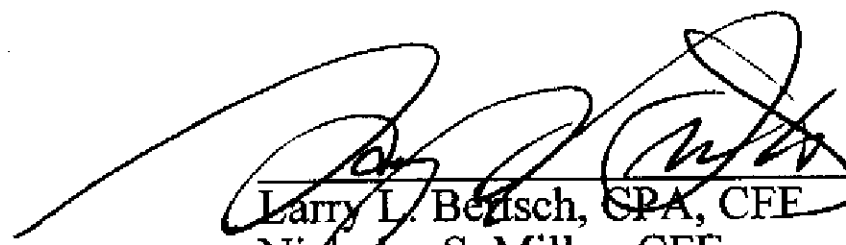
Case No. D-09-411537-D
Dept. O

NOTICE OF FILING
INCOME AND EXPENSE
REPORTS FOR BANONE-AZ, LLC

Larry L. Bertsch, CPA, CFF, and Nicholas S. Miller, CFE, of the accounting firm of LARRY L. BERTSCH, CPA & ASSOCIATES, hereby file the Income and Expense Report for Banone-AZ, LLC. Said report is attached hereto as **Exhibit A**.

DATED this 15th day of July, 2011.

LARRY L. BERTSCH CPA & ASSOCIATES



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

Forensic Accountants

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 15th day of July, 2011, I mailed a copy of the **Notice of Filing**
3 **Income and Expenses Reports for Banone-AZ, LLC** to the following at the last known address,
4 by depositing the same in the United States mail in Las Vegas, Nevada, first class postage prepaid
5 and addressed as follows:

6 David A. Stephens, Esq.
7 STEPHENS, GOURLEY & BYWATER
8 3636 N. Rancho Drive
Las Vegas, NV 89130
Attorneys for Plaintiff Eric L. Nelson

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

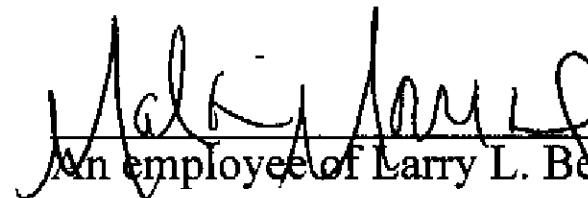
9
10
11 
12 An employee of Larry L. Bertsch, CPA & Associates
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit “A”

Exhibit “A”

Nelson v. Nelson
Banone-AZ, LLC
Income and Expenses Report

July 15, 2011

Larry L. Bertsch, CPA & Associates

Larry L. Bertsch, CPA, CFF

Nicholas S. Miller, CFE, CSAR, MBA

Contents

1. Summary
2. Income and Expenses per year
3. Notes to the Income and Expenses
4. Income and Expenses per month

Larry L. Bertsch, CPA & Associates reserves the right to update this report upon the production of additional documents. The information contained within this report is for use only in the conjunction with the surrounding Clark County District Court case Nelson v Nelson.

Banone-AZ, LLC
For the period of 1/1/09 through 5/30/11

Income

Intercompany Transfers	405,332.46
Eric Nelson	50,000.00
Rental Income	689,481.46
Soris Note Interest	31,225.05
Refunds	43,914.24
Line of Credit	300,000.00
Total Income	<u>1,519,953.21</u>

Expenses

Eric Nelson	68,480.40
Lynita Nelson	-
Related Individuals	339,702.42
Investments	357,331.81
Intercompany Transfers	195,000.00
Rental Expenses	245,247.69
Operating Expenses	2,654.67
Other Individuals	291,373.67
Total Expenses	<u>1,499,790.66</u>

Banone-AZ, LLC

		Total	2009	2010	2011*
Income					
	Intercompany Transfers				
	Eric Nelson Auctioneering, Inc.	100,332.46	100,332.46	-	-
	Nelson & Associates	100,000.00	100,000.00	-	-
	Banone, LLC	205,000.00	101,000.00	95,000.00	9,000.00
	Related Individuals				
	Eric Nelson	50,000.00	50,000.00	-	-
	Rental Income				
	Banone Houses	689,481.46	187,041.00	365,978.38	136,462.08
	Soris Note Interest	31,225.05	18,735.03	12,490.02	-
	Refunds	43,914.24	20.00	43,864.24	30.00
	Line of Credit	300,000.00	-	300,000.00	-
	Total Income	1,519,953.21	557,128.49	817,332.64	145,492.08
Expenses					
	Eric Nelson	68,480.40	65,931.25	2,549.15	-
	Lynita Nelson	-			
	Related Individuals				
	Eric T. Nelson (Eric's Nephew)	161,324.81	22,000.00	100,836.27	38,488.54
	Kevin Bailey (Eric's nephew-in-law)	92,940.87	27,226.68	65,714.19	-
	Paul Nelson (Eric's Brother)		-	-	-
	Direct Payments	40,376.18	31,794.86	5,581.32	3,000.00
	Reimbursement	4,898.02	2,024.49	2,873.53	-
	Ryan Nelson (Eric's Nephew)	40,162.54	22,162.54	18,000.00	-
	Investments	357,331.81	120,900.60	236,431.21	-
	Intercompany Transfers				
	Banone, LLC	195,000.00	-	180,000.00	15,000.00
	Rental Expenses				
	HOA Fees	1,019.19	777.19	242.00	-
	Insurance	7,664.37	3,081.96	4,582.41	-
	Utilities	5,538.69	5,507.09	31.60	-
	Rental Expenses	135,893.86	134,152.75	1,741.11	-
	Taxes	95,131.58	30,009.65	46,429.14	18,692.79
	Operating Expenses				
	Other Expenses	2,654.67	1,008.93	1,352.73	293.01
	Other Individuals				
	Soris Enterprises (Frank Soris)	234,668.22	48,900.00	141,814.00	43,954.22
	Soris Expenses	54,705.45	-	37,744.72	16,960.73
	Jose Rico Moran	2,000.00	-	-	2,000.00
	Total Expenses	1,499,790.66	515,477.99	845,923.38	138,389.29

* Through May 30, 2011

See Accompanying Notes

RAPP0204

Banone-AZ, LLC

Income

Intercompany Transfers

- Eric Nelson Auctioneering, Inc. - This represents deposits from Eric Nelson Auctioneering.
- Nelson & Associates - This represents deposits from Nelson & Associates.
- Banone, LLC - This represents deposits from Banone, LLC

Related Individuals

- Eric Nelson – Represents deposits from Eric is the Defendant in this case

Other Income

- Rental Income – This account represents rental income from houses in Arizona.
- Soris Interest Income - This account represents interest income from the Soris Note.
- Refunds - This account represents income from refunds. Refunds often came in the form of returned Earnest Money from house purchases and returns of deposits and/or credits of utilities when a property was sold.
- Line of Credit – This account represents the income from the Line of Credit.

Expenses

- Eric Nelson – This amount represents payments associated with Eric Nelson such as Draws, kid's expenses and Personal Expenses.
- Lynita Nelson - This amount represents payments to Lynita Nelson.

Related Individuals

- Eric T. Nelson - Represents payments made directly to Eric T Nelson, which is Eric's Nephew.
- Kjersten Bailey - Represents payments made directly to Kjersten Bailey, which is Eric's Niece.
- Paul Nelson - Represents payments made directly to Paul Nelson, which is Eric's Brother.
 - Direct payments - These payments include amounts paid directly to Paul Nelson
 - Reimbursements - Represents payments made to Paul Nelson in order to reimburse him for expenses associated with various projects.
- Ryan Nelson - Represents payments made directly to Ryan Nelson, which is Eric's Nephew.

Other

- Investments – This account represents payments for the purchase of rental properties.

Intercompany

- Banone, LLC – Represents payments made to this entity.

Rental Expenses

- HOA Fees – Represents payments for various homeowners associations where many of the rentals are located.
- Insurance – Represents payments made for insuring the rental properties.
- Utilities – Represents various utilities for the rental properties.
- Rental Expenses – Represents maintenance and/or improvements to the rental properties.
- Taxes – Represents taxes paid on the rental properties.

Operating Expenses

- Other Expenses – Represents expenses associated with operating the various businesses Eric maintains. Includes office supplies, licenses, signs for the rentals, and other fees.

Other Individuals – Represents payments to unknown individuals (unless indicated below)

- Soris Enterprises (Frank Soris)
- Soris Expenses – Expenses Associated with Frank Soris houses in AZ paid by Banone-AZ, LLC
- Jose Rico Moran

Banone-AZ, LLC

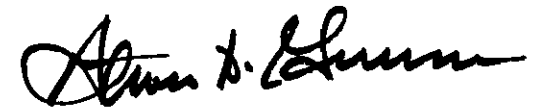
			Total	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09
Income															
Intercompany Transfers															
Eric Nelson Auctioneering, Inc.			100,332.46						100,332.46						
Nelson & Associates			100,000.00					100,000.00							
Banone, LLC			101,000.00		2,000.00	10,000.00		54,000.00					15,000.00		20,000.00
			-												
Related Individuals															
Eric Nelson			50,000.00					50,000.00							
			-												
Rental Income			-												
Banone Houses			187,041.00				7,380.00	13,465.00	18,291.00	19,470.00	24,166.00	21,499.00	22,815.00	25,380.00	34,575.00
Soris Note Interest			18,735.03										6,245.01	6,245.01	6,245.01
Refunds			20.00						20.00						
Line of Credit			-												
Total Income			557,128.49	-	2,000.00	10,000.00	7,380.00	217,465.00	118,643.46	19,470.00	24,166.00	21,499.00	44,060.01	31,625.01	60,820.01
Expenses															
Eric Nelson			65,931.25												
Lynita Nelson			-					50,000.00	1,723.66	2,730.06	4,000.00	1,171.49	1,207.74	2,549.15	2,549.15
Related Individuals															
Eric T. Nelson (Eric's Nephew)			22,000.00						3,250.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,750.00
Kevin Bailey (Eric's nephew-in-law			27,226.68						5,955.05	3,000.00	5,271.63	3,000.00	3,000.00	3,000.00	4,000.00
Paul Nelson (Eric's Brother)			-												
Direct Payments			31,794.86					30,000.00					897.43		897.43
Reimbursement			2,024.49								1,403.56		620.93		
Ryan Nelson (Eric's Nephew)			22,162.54						3,162.54	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	4,000.00
			-												
Investments			120,900.60					84,264.07	36,636.53						
			-												
Intercompany Transfers			-												
Banone, LLC			-												
			-												
Rental Expenses			-												
HOA Fees			777.19						50.00		66.00	296.19	43.50	176.50	145.00
Insurance			3,081.96						3,081.96						
Utilities			5,507.09					811.33	809.11	1,138.04	1,446.89	1,066.49	235.23		
Rental Expenses			134,152.75				10,535.56	20,858.95	29,070.00	23,911.88	18,247.34	10,650.96	7,775.39	5,503.71	7,598.96
Taxes			30,009.65					100.00			1,199.56		27,147.96	1,562.13	
			-												
Operating Expenses			-												
Other Expenses			1,008.93				4.00	280.17	42.50	5.40	49.69	329.05	142.40	55.77	99.95
			-												
Other Individuals			-												
Soris Enterprises (Frank Soris)			48,900.00										16,300.00	16,300.00	16,300.00
Soris Expenses			-												
Jose Rico Moran			-												
Total Expenses			515,477.99	-	-	-	10,539.56	186,314.52	83,781.35	36,785.38	37,684.67	22,514.18	63,370.58	35,147.26	39,340.49

Banone-AZ, LLC

		Total	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10
Income														
Intercompany Transfers														
Eric Nelson Auctioneering, Inc.	-	-												
Nelson & Associates	-	-												
Banone, LLC	95,000.00	95,000.00			35,000.00						25,000.00	20,000.00	15,000.00	
Related Individuals	-	-												
Eric Nelson	-	-												
Rental Income	-	-												
Banone Houses	365,978.38	365,978.38	20,997.00	38,302.39	30,082.00	32,802.00	26,903.00	33,626.00	29,963.00	28,752.00	27,742.00	29,101.99	31,901.00	35,806.00
Soris Note Interest	12,490.02	12,490.02	6,245.01		6,245.01									
Refunds	43,864.24	43,864.24	51.93		132.09	712.35			135.00	12,751.34	6,375.00	22,493.92	656.76	555.85
Line of Credit	300,000.00	300,000.00										200,000.00		100,000.00
Total Income	817,332.64	817,332.64	27,293.94	38,302.39	71,459.10	33,514.35	26,903.00	33,626.00	30,098.00	41,503.34	59,117.00	271,595.91	47,557.76	136,361.85
Expenses														
Eric Nelson	2,549.15	2,549.15	2,549.15											
Lynita Nelson	-	-												
Related Individuals														
Eric T. Nelson (Eric's Nephew)	100,836.27	100,836.27	8,000.00	13,000.00	4,231.28	4,657.47	8,056.82	6,020.52	2,982.79		9,273.37	16,273.23	12,212.10	16,128.69
Kevin Bailey (Eric's nephew-in-law)	65,714.19	65,714.19	8,000.00	13,000.00	3,000.00	3,000.00	3,000.00	400.00	4,965.99		14,000.00	10,348.20		6,000.00
Paul Nelson (Eric's Brother)	-	-												
Direct Payments	5,581.32	5,581.32	897.43	933.89							3,750.00			
Reimbursement	2,873.53	2,873.53	1,317.62	402.11								713.00		440.80
Ryan Nelson (Eric's Nephew)	18,000.00	18,000.00	8,000.00	10,000.00										
Investments	236,431.21	236,431.21									45,000.00	113,431.24	17,500.00	60,499.97
Intercompany Transfers	-	-												
Banone, LLC	180,000.00	180,000.00										125,000.00	5,000.00	50,000.00
Rental Expenses	-	-												
HOA Fees	242.00	242.00				242.00								
Insurance	4,582.41	4,582.41	1,399.96				3,182.45							
Utilities	31.60	31.60	31.60											
Rental Expenses	1,741.11	1,741.11			241.11			500.00			1,000.00			
Taxes	46,429.14	46,429.14	3,294.23		2,210.48		29,335.96	540.05	830.44		1,224.66	8,177.12		816.20
Operating Expenses	-	-												
Other Expenses	1,352.73	1,352.73	81.95	51.15	89.35	48.35	559.75	75.15	68.35	53.72	53.15	43.75	171.11	56.95
Other Individuals	-	-												
Soris Enterprises (Frank Soris)	141,814.00	141,814.00	16,300.00	16,557.00	16,557.00	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,000.00
Soris Expenses	37,744.72	37,744.72			23,650.00			14,094.72						
Jose Rico Moran	-	-												
Total Expenses	845,923.38	845,923.38	49,871.94	53,944.15	49,979.22	18,247.82	54,434.98	31,930.44	19,147.57	10,353.72	84,601.18	284,286.54	45,183.21	143,942.61

Banone-AZ, LLC

		Total	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11
Income														
Intercompany Transfers														
Eric Nelson Auctioneering, Inc.		-												
Nelson & Associates		-												
Banone, LLC		9,000.00			9,000.00									
Related Individuals		-												
Eric Nelson		-												
		-												
Rental Income		-												
Banone Houses		136,462.08	30,047.00	34,807.00	35,147.00	16,047.08	20,414.00							
Soris Note Interest		-												
Refunds		30.00	30.00											
Line of Credit		-												
Total Income		145,492.08	30,077.00	34,807.00	44,147.00	16,047.08	20,414.00	-	-	-	-	-	-	-
Expenses														
Eric Nelson		-												
Lynita Nelson		-												
		-												
Related Individuals														
Eric T. Nelson (Eric's Nephew)		38,488.54		12,683.46	8,971.55	7,800.00	9,033.53							
Kevin Bailey (Eric's nephew-in-law)		-												
Paul Nelson (Eric's Brother)		-												
Direct Payments		3,000.00		3,000.00										
Reimbursement		-												
Ryan Nelson (Eric's Nephew)		-												
		-												
Investments		-												
		-												
Intercompany Transfers		-												
Banone, LLC		15,000.00	15,000.00											
		-												
Rental Expenses		-												
HOA Fees		-												
Insurance		-												
Utilities		-												
Rental Expenses		-												
Taxes		18,692.79	643.12	6,444.24	436.68	10,299.28	869.47							
		-												
Operating Expenses		-												
Other Expenses		293.01	66.75	54.55	88.36	61.95	21.40							
		-												
Other Individuals		-												
Soris Enterprises (Frank Soris)		43,954.22	300.00		43,654.22									
Soris Expenses		16,960.73		16,960.73										
Jose Rico Moran		2,000.00					2,000.00							
		-												
Total Expenses		138,389.29	16,009.87	39,142.98	53,150.81	18,161.23	11,924.40	-	-	-	-	-	-	-



CLERK OF THE COURT

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

Forensic Accountants

DISTRICT COURT
CLARK COUNTY, NEVADA

ERIC L. NELSON,

Plaintiff,

v.

LYNITA SUE NELSON,

Defendant.


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

**NOTICE OF FILING INCOME AND EXPENSE REPORTS FOR LYNITA NELSON FOR
THE PERIOD OF JANUARY 1, 2011 THROUGH MARCH 31, 2012**

LARRY L. BERTSCH and NICHOLAS MILLER, FORENSIC ACCOUNTANTS hereby file
the Income and Expense Report for Lynita Nelson for the Period of January 1, 2011 Through March
31, 2012. Said report is attached hereto as **Exhibit 1**.

Dated this 1st day of May, 2012.

LARRY L BERTSCH, CPA & ASSOCIATES



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

Forensic Accountants

1 **CERTIFICATE OF MAILING**

2 I certify that on the 1st day of May, 2012, I mailed a copy of the NOTICE OF FILING INCOME
3 AND EXPENSE REPORTS FOR LYNITA NELSON FOR THE PERIOD OF JANUARY 1, 2011
4 THROUGH MARCH 31, 2012 to the following at their last known address, by depositing the same
5 in the United States Mail, in Las Vegas, Nevada, first class postage prepaid and addressed as
6 follows:

7
8 Rhonda K. Forsberg, Esq.
9 IVEY FORSBERG & DOUGLAS
10 1070 West Horizon Ridge Parkway, #100
Henderson, NV 89012
Attorneys for Plaintiff Eric L. Nelson

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

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

15
16 
An employee of Larry L. Bertsch, CPA & Associates

EXHIBIT 1

Source and Application of Funds
For
Lynita Nelson

From January 1, 2011 through March 31, 2012

District Court Family Division

Clark County, Nevada

Case Number: D-09-411537-D

Department O

Report Date: May 1, 2012

Prepared by:

Larry L. Bertsch, CPA, CFF

&

Nicholas Miller, CFE, CSAR, MBA

Lynita Nelson

EXHIBIT A indicates the annual Sources and Applications of case by Lynita Nelson from 2009 through 2012. Amounts in 2012 are subject to change as Forensic Accountants are missing various statements and documents.

EXHIBIT B indicates the monthly Sources and Applications of case by Lynita Nelson for 2011.

EXHIBIT C indicates the monthly Sources and Applications of case by Lynita Nelson for the first three months of 2012. Totals are subject to change as Forensic Accountants are missing various statements and documents.

Forensic Accountants reserve the right to update this report and accompanying schedules upon the production of additional documentation and/or information.

EXHIBIT A

	Jan - Dec 09	Jan - Dec 10	Jan - Dec 11	Jan - Dec 12	TOTAL
Income					
Dividend Income	121.35	51.81	234.68	34.59	442.43
Income Tax Refund	-	-	30,741.05	-	30,741.05
Sale of Investment	317,604.65	876,000.00	484,930.00	150,000.00	1,828,534.65
Unknown Deposit	219,210.56	2,000.00	10,249.95	-	231,460.51
Total Income	536,936.56	878,051.81	526,155.68	150,034.59	2,091,178.64
	536,936.56	878,051.81	526,155.68	150,034.59	2,091,178.64
Expense					
Bank of America	3,172.60	370.98	448.43	-	3,992.01
Bank Service Charge	586.40	930.59	2,304.73	88.00	3,909.72
Cash Withdrawal	185,717.45	39,218.21	5,412.50	1,406.00	231,754.16
Children Payments					
Amanda	-	-	-	115.00	115.00
Aubrey Nelson	328.36	-	-	-	328.36
Carli Nelson	536.00	13,213.72	5,854.00	879.00	20,482.72
Erica Nelson	20.00	94.97	830.00	-	944.97
Garett Nelson	542.10	1,598.40	2,438.71	-	4,579.21
General Items	1,105.59	5,928.59	18,760.11	6,208.38	32,002.67
Total Children Payments	2,532.05	20,835.68	27,882.82	7,202.38	58,452.93
	2,532.05	20,835.68	27,882.82	7,202.38	58,452.93
Community Assets					
Taxes	1,380.00	1,549.80	5,127.44	-	8,057.24
Total Community Assets	1,380.00	1,549.80	5,127.44	-	8,057.24
	1,380.00	1,549.80	5,127.44	-	8,057.24
FIA Card Services	3,259.68	1,519.01	-	-	4,778.69
Housing Expenses					
Alarm	377.55	445.45	479.40	119.85	1,422.25
Improvements	14,757.34	33,990.90	1,785.36	-	50,533.60
Lawn Service	8,237.42	22,870.99	16,169.74	1,679.14	48,957.29
Maintenance	3,207.47	14,759.63	25,080.74	2,204.59	45,252.43
Other	5,954.32	4,257.41	743.58	1,084.81	12,040.12
Pest Control	520.00	480.00	520.00	120.00	1,640.00
Pool	3,542.11	3,187.43	1,636.82	758.68	9,125.04
Taxes	13,863.16	5,586.40	5,757.25	-	25,206.81
Utilities	16,290.08	15,746.30	19,008.78	3,724.10	54,769.26
Total Housing Expenses	66,749.45	101,324.51	71,181.67	9,691.17	248,946.80
	66,749.45	101,324.51	71,181.67	9,691.17	248,946.80
Interest Expense	929.19	273.08	1,706.54	-	2,908.81
Medical	9,235.82	22,516.25	10,779.12	5,310.94	47,842.13
Payments to Individuals					
Allen Weiss	3,910.00	-	-	-	3,910.00
Total Payments to Individuals	3,910.00	-	-	-	3,910.00
	3,910.00	-	-	-	3,910.00

Total Personal Expenses	110,940.47	217,840.22	171,186.55	42,834.60	542,801.84
Professionals					
Anthem Forensics	7,941.00	59,665.50	3,250.50	842.50	71,699.50
Boyce and Gianni LLP	-	1,800.00	700.00	-	2,500.00
Bradshaw Smith & Co (CPA)	-	1,980.00	1,875.00	-	3,855.00
DeBecker Investigations, Inc.	-	-	3,700.00	-	3,700.00
Dukes Dukes Keating	-	5,000.00	18,515.63	-	23,515.63
Jeffrey Burr & Associates	948.00	-	2,062.50	-	3,010.50
Ladner Appraisal Group	-	2,600.00	-	-	2,600.00
Margaret Johanson (Counselor)	1,870.00	2,750.00	2,370.00	1,270.00	8,260.00
Melissa Attanasio	-	57,442.50	27,637.50	6,650.00	91,730.00
Reed Van Boerum	-	14,040.00	-	-	14,040.00
Robert Gaston	-	4,600.00	-	-	4,600.00
Rogers & Haldeman	1,500.00	1,225.00	-	-	2,725.00
The Dickerson Law Group	67,174.20	254,722.09	193,432.40	79,370.90	594,699.59
Total Professionals	79,433.20	405,825.09	253,543.53	88,133.40	826,935.22
Total Expense	467,846.31	812,203.42	549,573.33	154,666.49	1,984,289.55

EXHIBIT B

	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Total
Income													
Dividend Income	21.91	15.50	16.19	16.78	19.46	19.34	21.70	25.19	22.43	21.71	21.24	13.23	234.68
Income Tax Refund	-	-	-	-	-	-	30,741.05	-	-	-	-	-	30,741.05
Sale of Investment	50,000.00	-	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	25,000.00	25,000.00	34,930.00	50,000.00	50,000.00	484,930.00
Unknown Deposit	-	-	-	-	-	-	249.95	5,000.00	-	-	-	5,000.00	10,249.95
Total Income	50,021.91	15.50	50,016.19	50,016.78	50,019.46	50,019.34	81,012.70	30,025.19	25,022.43	34,951.71	50,021.24	55,013.23	526,155.68
Expense	50,021.91	15.50	50,016.19	50,016.78	50,019.46	50,019.34	81,012.70	30,025.19	25,022.43	34,951.71	50,021.24	55,013.23	526,155.68
Bank of America	364.33	-	-	-	-	15.02	69.08	-	-	-	-	-	448.43
Bank Service Charge	30.00	83.00	5.00	15.00	95.00	64.00	64.00	1,692.73	83.00	70.00	103.00	-	2,304.73
Cash Withdrawal	-	-	1,000.00	500.00	403.00	-	-	-	500.00	1,000.00	500.00	1,509.50	5,412.50
Children Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
Amanda	-	-	-	-	-	-	-	-	-	-	-	-	-
Carl Nelson	-	525.00	4,370.00	500.00	-	290.00	-	60.00	109.00	-	-	-	5,854.00
Erica Nelson	600.00	-	-	-	-	-	-	230.00	-	-	-	-	830.00
Garrett Nelson	300.00	-	174.00	768.20	425.92	-	207.65	104.60	-	-	-	458.34	2,438.71
General Items	944.13	884.76	1,559.96	748.90	655.35	614.60	937.07	1,057.76	2,395.20	1,045.83	2,931.07	4,985.48	18,760.11
Total Children Payments	1,844.13	1,409.76	6,103.96	2,017.10	1,081.27	904.60	1,144.72	1,452.36	2,504.20	1,045.83	2,931.07	5,443.82	27,882.82
Community Assets													-
Taxes	3,349.42	-	-	-	-	9.76	-	-	1,768.26	-	-	-	5,127.44
Total Community Assets	3,349.42	-	-	-	-	9.76	-	-	1,768.26	-	-	-	5,127.44
Housing Expenses													-
Alarm	39.95	39.95	39.95	39.95	39.95	39.95	39.95	39.95	39.95	39.95	39.95	39.95	479.40
Improvements	-	-	-	-	-	-	-	-	-	1,185.36	120.00	480.00	1,785.36
Lawn Service	-	602.00	297.00	859.70	593.24	7,959.32	52.19	-	320.10	1,034.98	4,115.02	336.19	16,169.74
Maintenance	575.69	1,214.74	310.00	208.14	330.62	939.00	376.86	2,003.05	2,750.87	3,283.08	6,146.73	6,941.96	25,080.74
Other	-	372.43	-	220.00	73.51	-	-	33.39	44.25	-	-	-	743.58
Pest Control	80.00	40.00	40.00	-	80.00	40.00	-	80.00	40.00	-	80.00	40.00	520.00
Pool	365.12	-	120.00	240.00	-	491.70	-	240.00	-	-	180.00	-	1,636.82
Taxes	-	-	-	-	-	-	5,757.25	-	-	-	-	-	5,757.25
Utilities	1,944.40	1,178.41	915.28	731.93	1,290.75	1,256.95	2,010.80	2,073.81	2,057.88	2,239.60	1,520.98	1,787.99	19,008.78
Total Housing Expenses	3,005.16	3,447.53	1,722.23	2,299.72	2,408.07	10,726.92	8,237.05	4,470.20	5,253.05	7,782.97	12,202.68	9,626.09	71,181.67
Interest Expense	-	7.41	-	1.77	8.37	701.31	363.58	23.48	545.17	19.94	33.71	1.80	1,706.54
Medical	2,047.03	223.95	1,848.15	560.51	320.85	1,835.17	1,282.43	313.30	544.59	549.51	550.42	703.21	10,779.12
Total Personal Expenses	13,474.39	11,942.79	11,639.78	15,011.73	14,965.41	13,060.32	13,706.91	18,983.66	10,743.20	8,989.19	19,789.23	18,879.94	171,186.55
Professionals													-
Anthem Forensics	-	-	-	-	1,756.50	-	1,494.00	-	-	-	-	-	3,250.50
Boyce and Gianni LLP	200.00	-	-	-	-	-	-	-	-	500.00	-	-	700.00
Bradshaw Smith & Co (CPA)	575.00	-	-	-	650.00	-	-	-	650.00	-	-	-	1,875.00
DeBecker Investigations, Inc.	-	2,250.00	-	-	-	-	-	1,450.00	-	-	-	-	3,700.00
Dukes Dukes Keating	-	-	-	-	8,547.13	5,350.00	-	3,172.50	1,446.00	-	-	-	18,515.63
Jeffrey Burr & Associates	-	-	-	-	-	-	-	2,062.50	-	-	-	-	2,062.50
Margaret Johanson (Counselor)	220.00	-	330.00	220.00	-	170.00	220.00	220.00	-	-	660.00	330.00	2,370.00
Melissa Attanasio	8,997.50	1,270.00	1,440.00	-	6,242.50	-	4,192.50	-	-	1,965.00	2,000.00	1,530.00	27,637.50
The Dickerson Law Group	25,868.19	16,850.44	19,132.46	7,520.26	18,228.88	3,397.60	3,815.78	19,503.18	19,115.61	-	25,000.00	35,000.00	193,432.40
Total Professionals	35,860.69	20,370.44	20,902.46	7,740.26	35,425.01	8,917.60	9,722.28	26,408.18	21,211.61	2,465.00	27,660.00	36,860.00	253,543.53
Total Expense	64,975.15	32,484.88	43,221.58	28,146.09	54,706.98	36,234.70	34,590.05	53,343.91	43,153.08	21,922.44	63,770.11	73,024.36	549,573.33

EXHIBIT C

	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Total
Income													
Dividend Income	11.62	10.11	12.86										34.59
Income Tax Refund	-	-	-										-
Sale of Investment	50,000.00	50,000.00	50,000.00										150,000.00
Unknown Deposit	-	-	-										-
Total Income	50,011.62	50,010.11	50,012.86										150,034.59
	50,011.62	50,010.11	50,012.86										150,034.59
Expense													
Bank of America	-	-	-										-
													-
Bank Service Charge	10.00	39.00	-										49.00
Cash Withdrawal	1,406.00	-	-										1,406.00
Children Payments													-
Amanda	-	-	115.00										115.00
Carli Nelson	749.00	130.00	-										879.00
Erica Nelson	-	-	-										-
Garrett Nelson	-	-	-										-
General Items	1,272.37	2,657.77	2,049.17										5,979.31
Total Children Payments	2,021.37	2,787.77	2,164.17										6,973.31
Community Assets													
Taxes	-	-	-										-
Total Community Assets	-	-	-										-
Housing Expenses													
Alarm	39.95	39.95	39.95										119.85
Improvements	-	-	-										-
Lawn Service	-	743.59	461.57										1,205.16
Maintenance	1,993.25	-	-										1,993.25
Other	10.76	127.26	-										138.02
Pest Control	-	80.00	40.00										120.00
Pool	-	-	-										-
Taxes	-	-	-										-
Utilities	1,141.43	1,140.84	1,185.18										3,467.45
Total Housing Expenses	3,185.39	2,131.64	1,726.70										7,043.73
Interest Expense	-	-	-										-
Medical	709.99	839.97	3,760.98										5,310.94
Total Personal Expenses	13,157.76	15,013.60	10,713.33										38,884.69
Professionals													
Anthem Forensics	842.50	-	-										842.50
Boyce and Gianni LLP	-	-	-										-
Bradshaw Smith & Co (CPA)	-	-	-										-
DeBecker Investigations, Inc.	-	-	-										-
Dukes Dukes Keating	-	-	-										-
Jeffrey Burr & Associates	-	-	-										-
Margaret Johanson (Counselor)	220.00	550.00	500.00										1,270.00
Melissa Attanasio	-	6,205.00	445.00										6,650.00
The Dickerson Law Group	42,136.69	18,438.03	18,796.18										79,370.90
Total Professionals	43,199.19	25,193.03	19,741.18										88,133.40
Total Expense	63,689.70	46,005.01	38,106.36										147,801.07

1 TRANS

FILED

JUL - 7 2015

Ann L. Sullivan
CLERK OF COURT

2
3 ORIGINAL

4
5 EIGHTH JUDICIAL DISTRICT COURT

6 FAMILY DIVISION

7 CLARK COUNTY, NEVADA

8
9 ERIC L. NELSON,)

10 Plaintiff,)

11 vs.)

12 LYNITA NELSON,)

13 Defendant.)

CASE NO. D-09-411537-D

DEPT. L

(SEALED)

14
15 BEFORE THE HONORABLE FRANK P. SULLIVAN
DISTRICT COURT JUDGE

16 TRANSCRIPT RE: NON-JURY TRIAL

17 MONDAY, AUGUST 20, 2012

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

APPEARANCES:

The Plaintiff:
For the Plaintiff:

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

The Intervener:
For the Intervener:

LANA MARTIN
NOT PRESENT

The Defendant:
For the Defendant:

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

INDEX OF WITNESSES

DIRECT CROSS REDIRECT RECROSS

MONDAY, AUGUST 20, 2012

PLAINTIFF'S WITNESSES

ERIC NELSON	18	44	105/132/161	125/134
DANIEL GERETY	164	170	--	--
LYNITA NELSON	176	241	266/283	279

* * * * *

I N D E X O F E X H I B I T S

ADMITTED

MONDAY, AUGUST 20, 2012

PLAINTIFF'S EXHIBITS:

237 - Ms. Nelson's 2007-2010 tax returns	206
239 - Ms. Nelson's investment account statements '09	198
240 - Ms. Nelson's investment account statements '10	201

DEFENDANT'S EXHIBITS:

SSSS - Ms. Nelson's 2006 tax return	206
NNNNN - 9/18/06 Mr. Nelson notes	149
OOOOO - Transaction for sale of Tierra Del Sol	150
PPPPP - Deposit slips	156
QQQQQ - Transcript of bankruptcy decision	136
RRRRR - Lindell property appraisal	138

* * * * *

1 LAS VEGAS, NEVADA

MONDAY, AUGUST 20, 2012

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

3 (THE PROCEEDINGS BEGAN AT 09:36:58)

4
5 THE COURT: This is the time set in the matter of
6 Eric and Lynita Nelson, case number D-411537. We'll get
7 everybody's appearance for the record. We'll start with Ms.
8 Forsberg.

9 MS. FORSBERG: Good morning, Your Honor, Rhonda
10 Forsber, 9557, on behalf of Eric Nelson, who is present to my
11 right. And with permission to the Court, my assistant,
12 Cassidy Forsberg, and Lana Martin, the other third party
13 Defendant, is here as well.

14 THE COURT: Good to see you, Mr. Eric and Ms. Lana.
15 Good to see you.

16 MS. PROVOST: Good morning, Your Honor, Katherine
17 Provost, bar number 8414, and Robert Dickerson, bar number
18 945, present with the Plaintiff -- what are we, I can't
19 remember --

20 MR. DICKERSON: We are Defendant.

21 MS. PROVOST: -- Defendant, Lynita Nelson -- and you
22 would think I'd know that by now -- is seated to my left.

23 THE COURT: Good to see you again, Ms. Lynita, as
24 well.

1 MR. DICKERSON: And we also have two other
2 individuals in the courtroom today with the permission of Ms.
3 Forsberg she has no objection of them being present. First,
4 the young lady here is Nicole Nurue. Nicole is a first year
5 attorney. She's part of that mentoring program with the State
6 Bar.

7 THE COURT: Oh, good to hear.

8 MR. DICKERSON: I am her mentor and she gets stuck
9 having to spend a day in court as part of that program, so.
10 And then I think you may know John Voyer. John's been an
11 attorney forever, I think even longer than me, and John wanted
12 to come and -- and sit in. John is I think is one of the --
13 what do you call it, the --

14 MR. VOYER: (Indiscernible) program.

15 MR. DICKERSON: And he wanted to just kind of get a
16 little background.

17 THE COURT: Welcome. Good to see everybody.

18 As far as housekeeping, and we had started this case
19 way back, so in order to try to avoid a lot of redundancy, as
20 far as I know, you had not put -- put your case on at all.
21 We've taken some witnesses out of order just to try to resolve
22 some of the issues when we got -- got into settlement mode.
23 So the Plaintiff's still putting their case on. So how did
24 you want to proceed today and who are you planning on calling

1 today?

2 MS. FORSBERG: Your Honor, if you recall, Mr. Nelson
3 was halfway through Ms. -- and they didn't really get anyway
4 and all you ended up doing was a settlement conference at the
5 end of all that pretty much at the end. That seems like
6 that's where you ended. So I'll call Mr. Nelson. Ms. Martin
7 just as the bookkeeping on how the payments and then --

8 THE COURT: Ms. Lynita?

9 MS. FORSBERG: Lynita. And then we have Dan Gerety
10 coming back. If you recall, he's the forensic accountant that
11 went and did it all. He's coming at 1:30.

12 MR. DICKERSON: That's fine. I -- at this point, I
13 only intend to call Lynita as a witness. I have two
14 preliminary matters.

15 MS. FORSBERG: We do too. And we have preliminary
16 matters.

17 MR. DICKERSON: One preliminary matter is how do you
18 desire for us to handle the issue of attorney's fees? I mean,
19 a couple of options. We can put the clients on and I don't
20 know if that's necessarily the best way or whether you would
21 prefer to have that done in the form of a brief. My -- my
22 desire was to layout to you how the fees have been broken up
23 that, you know, pretrial prior to the divorce trial and then
24 break it up, show what was doing during the -- the trust

1 portion of the trial. If we could do it that way in the form
2 of affidavits and memorandums of costs and disbursements.

3 MS. PROVOST: And that does he want redacted bills
4 or bills submitted in camera.

5 MR. DICKERSON: Okay. And then with respect to
6 bills, the only thing I would really want to redact would be
7 anything that may be -- be privileged. But I don't know
8 whether you want redacted bills or if you would have bills
9 submitted to you in camera.

10 THE COURT: I normally have redacted bills unless
11 someone thinks someone's on that so they can maintain the --
12 any confidentiality on that. I think probably the best way
13 probably would be the affidavits and briefs on that. I mean,
14 I'm pretty familiar with the case. I kind of know how it went
15 and all the different ways and trust intervene. So I have a
16 pretty good idea of how everything got to where they are. So
17 I hate to put the parties on.

18 MR. DICKERSON: We won't waste any time with that
19 issue. One other issue --

20 MS. FORSBERG: I certainly would want to ask a few
21 questions of -- I do have a few questions for Ms. Lynita on
22 that issue.

23 MR. DICKERSON: That's fine.

24 THE COURT: Yeah, we'll --

1 MS. FORSBERG: I mean, but other than that --

2 THE COURT: -- we'll let you do some on examination.
3 I just don't want to spend a day just on legal fees.

4 MS. FORSBERG: Correct.

5 MR. DICKERSON: And then one other issue that I
6 would ask you. If you would kindly give some reconsideration
7 to a ruling that you made last week.

8 MS. FORSBERG: Your Honor, this is improper.

9 THE COURT: Okay. Let -- let me hear what he's
10 telling me to what he's --

11 MR. DICKERSON: The ruling that you made last week
12 with respect to the length of the post-trial briefs and -- and
13 if I may, we had asked to setup a -- a telephone conference.
14 And the purpose of that telephone conference was is that the
15 disagreement counsel was having is is that Mr. Solomon's
16 office was prepared to stipulate to briefs of 50 pages. My
17 concern was is that I wanted to present a brief -- my final
18 brief to the Court addressing all the issues, the -- the trust
19 issues plus the issues dealing with the divorce.

20 I don't see any possible way of being able to do
21 that in a -- in a 30 page brief. I mean, arguably I could.
22 Simply take the portions of the brief where I've cited and
23 quoted testimony and put those in the form of an exhibit in
24 the back and technically get away with it, but I thought it --

1 for -- for the purpose of how it would read and the way I
2 present it to the Court, it would be better to present it that
3 way.

4 The brief that we intend to present to the Court,
5 the purpose of it is to try to assist Your Honor in pointing
6 out the particular -- I mean, you got hundreds of exhibits.
7 What we have attempted to do is point out the specific
8 exhibits that we believe were the propositions that we set out
9 in the brief. And so we would ask that Your Honor reconsider
10 that. I mean, if Your Honor's order is that it has to be 30
11 pages, we -- I will do my best.

12 But I think your -- your intent was as I understood
13 your order was simply eliminating that to the -- the trust
14 issues. And quite frankly, I -- I think it's going to be
15 tough to do it in 30 pages just for the trust issues. You
16 know, Mr. Solomon had no objection to -- to 50 pages. I just
17 wanted to bring it to your attention as to what the issue was
18 and that my preference would be if I could present a brief to
19 you that covered all the issues and really address the --
20 address the exhibits, keeping in mind that we also chose not
21 to file an opening brief because I was intending to put it all
22 together in the closing brief.

23 THE COURT: Okay.

24 MS. FORSBERG: Your Honor, if I can respond.

1 THE COURT: Sure.

2 MS. FORSBERG: The rule is the rule. I mean, he can
3 go on forever and write 200 pages. This Court doesn't need to
4 keep review -- reviewing the same stuff over again. You've
5 heard it and you've heard the testimony. This Court is a
6 smart Court. Between you and your law clerk who is very
7 bright also, I know you've waited through all that stuff. I
8 don't think this Court wants a 200 page brief, but we can
9 expect from Mr. Dickerson's office. In addition --

10 MR. DICKERSON: It won't be 200 pages.

11 MS. FORSBERG: -- you've given -- you've actually
12 split it up already in your ruling that we got from an email
13 from your law clerk was this was supposed to only be on the
14 trust. So they get 30 pages on that.

15 I don't know if you need any briefing on the other
16 issues. The other issues are pretty simply. We shouldn't
17 have to be doing a lot of briefing, but it's ridiculous to
18 have another 30 page -- you know, more than 30 pages on this
19 issue.

20 I think the other issue is Your Honor, it's kind of
21 ambushing Mr. Solomon and Mr. Luszeck when we specifically
22 called the Court and tried to setup a conference. And now he
23 brings this forward now without them here, without them
24 present. That's kind of inappropriate in itself. They were

1 part of that issue and that's why it was brought before the
2 Court. And we heard back last week.

3 MR. DICKERSON: Except for the fact that Your Honor
4 --

5 MS. FORSBERG: So I'm fairly -- that -- that -- we
6 -- we don't need more pages, Your Honor. It's kind of
7 ridiculous. I don't plan -- and since the trust is actually
8 -- that's the trust issue, I don't even plan on writing on
9 that issue, because I don't think this Court needs to hear the
10 same similar things that the trust is writing. I don't think
11 you need to hear that.

12 So I don't think Mr. Dickerson's argument is valid,
13 but it needs to be more than that. You've had so much
14 testimony and so much evidence already presented, Your Honor.

15 THE COURT: Were you planning on filing a post-trial
16 brief just on the property issues or no? You weren't planning
17 on doing a post-trial brief?

18 MS. FORSBERG: No on just the trust property issues
19 other than, you know, just a couple liners. We're not talking
20 a lot here, because we don't need to be duplicative. That's
21 the problem. This has been so duplicative to this Court.

22 THE COURT: Was he planning on filing a post-trial
23 separately? Because that's what was my understanding figuring
24 you would be filing one separately so I wanted to --

1 MS. FORSBERG: On -- on the alimony and the -- all
2 those other issues, yes.

3 THE COURT: Okay. And as far as community property
4 and separate property, the trust had their argument, but I'm
5 sure you'll have an argument as to separate property and
6 community --

7 MS. FORSBERG: Right.

8 THE COURT: -- property. And -- and Mr. Dickerson,
9 you're -- you're planning on doing one brief that would cover
10 both?

11 MR. DICKERSON: I plan on doing one brief total.
12 Now quite frankly, Judge, I'm going to be completely candid.
13 Our portion of what we put together so far just on the trust
14 issues alone is probably close to 50 pages. And but there are
15 more issues there. I mean, we're -- you -- you start off with
16 the issue as whether the -- the 1993 trusts are even valid.
17 And that's -- so you got to start from the very beginning.
18 Keeping in mind, this is day, what, we're in day 14?

19 THE COURT: I think so.

20 MR. DICKERSON: Day 14 of the trial. So I mean, for
21 -- for counsel to say this is a simple case, quite frankly,
22 this is about as complex as they do get when you're -- you're
23 dealing with the issues that we have.

24 THE COURT: So what are you -- what are you asking,

1 for the trust part? You're asking for it to be extended to 50
2 pages? Is that what the --

3 MR. DICKERSON: That would be -- I would appreciate
4 that.

5 THE COURT: Okay. And then how about as to the
6 domestic part that would stay with the regular 30 --

7 MR. DICKERSON: That -- that would be --

8 THE COURT: -- 30 rule?

9 MR. DICKERSON: -- easier to do. I mean, if we had
10 a total brief of 80 pages, we could do it all in 80 pages.

11 MS. FORSBERG: That's --

12 THE COURT: Well, as far as long as Mr. Solomon was
13 okay. If -- if he was going to stipulate to 50 pages, I don't
14 care. Another --

15 MR. DICKERSON: That was --

16 THE COURT: -- 20 pages ain't going to matter. The
17 reason was I was in the middle of a trial. I had no time to
18 do an emergency hearing. So I told him we would just would do
19 the rules. The rules do say other than order of court --

20 MR. DICKERSON: Right.

21 THE COURT: -- what I'll do is I'll setup a phone
22 conference if -- if you want. If you want to get a
23 stipulation or a letter from Mr. Solomon saying that he was
24 inclined to stipulate --

1 MS. FORSBERG: Phone conference Your Honor would be
2 fine. I -- I don't want --

3 THE COURT: On the --

4 MS. FORSBERG: -- Mr. Solomon to be left out of
5 this. This isn't okay with me.

6 THE COURT: Yeah, I want to make sure that --

7 MS. FORSBERG: So he didn't tell me that was --

8 THE COURT: -- if he was okay with that, then I
9 would be fine with that. And I have no question -- reason to
10 counter Mr. Dickerson's thing. If -- if he was okay with
11 that, then I'm okay with it. What I'll do, I'll setup a quick
12 phone conference if we need it with my law clerk and Mr.
13 Solomon and any attorney to see if he was in agreement with
14 that. But I don't see an issue. If not, then I'll put it for
15 a phone conference with me being there. But I think if -- if
16 he was okay and was willing to stipulate to 50 pages.

17 I don't care. I just want to get this done.
18 Another 20 pages won't matter. And then you guys can address
19 the -- the issues as to attorney's fees and spousal support
20 and all those other issues in your briefs, because that's why
21 I cut them. I thought we do --

22 MS. FORSBERG: So on two separate ones. That's what
23 --

24 THE COURT: Well, that's what I thought I can do on

1 that, but you might --

2 MS. FORSBERG: Yeah.

3 THE COURT: -- incorporate yours on -- into one. I
4 don't see the need. I think I just wanted to give Ms.
5 Forsberg a chance to respond to those issues separately of the
6 trust.

7 MR. DICKERSON: And I hope you don't mind, I've
8 taken off my coat. I'm dying.

9 THE COURT: Not -- not a problem. It's hot in here.
10 We can have everybody take off their coats.

11 MR. DICKERSON: I am literally dying.

12 THE COURT: And what I'll do is on that, I'll have
13 my law clerk check and if -- if Mr. Solomon was inclined to
14 stipulate to 50 pages for the trust, I'm fine with it too. I
15 mean, I just want to get it done. And then if you -- then we
16 do the regular rule for the domestic part of it. That way it
17 gives you a full chance to respond.

18 MS. FORSBERG: Thank you, Your Honor.

19 THE COURT: That way no one is ambushed. I just
20 want to make sure Mr. Solomon was okay with that and doesn't
21 feel like he was ambushed.

22 MS. FORSBERG: Speaking of ambushed, the other
23 preliminary matter you have -- I have Your Honor is I was
24 served another 1800 pages of documents on Friday. We're way

1 past discovery on this. This has to be -- you know, those
2 cannot keep coming in. This is ridiculous. We got another
3 1800 -- and last week got a -- and we got another production
4 in addition to that another couple hundred pages before that.
5 They're all during last week.

6 But the big one was 8 -- right around 1800 as of
7 Friday. So I got to preserve the record and I'm -- so I'm
8 putting my motion in limine on the record since we just got
9 those. I mean, it's ridiculous that discovery is still going
10 on and these parties are never going to get out from under
11 this if we don't get the attorneys out from under doing
12 discovery til that. And so I would ask those documents be
13 stricken and not be allowed to be used, Your Honor.

14 THE COURT: Okay. We'll deal with that as they're
15 raised. I don't know if they're planning on raising them or
16 if they are just shared in discovery. If they come up for
17 admission of evidence, I'll give you a chance to raise your
18 objection that they were not timely produced and you didn't
19 have ample time and there's no excusable reason for them being
20 submitted so late. All right?

21 MS. FORSBERG: Thank you, Your Honor.

22 THE COURT: Thanks. At this time, Ms. Forsberg, do
23 you want to --

24 MS. FORSBERG: Thanks, Your Honor. I'll --

1 THE COURT: -- call Mr. Nelson?
2 MS. FORSBERG: -- call Eric Nelson.
3 (Witness summoned)
4 MR. DICKERSON: I think it's okay to leave our coats
5 off?
6 THE COURT: Absolutely.
7 MR. DICKERSON: Thank you, sir.
8 THE COURT: It's a little muggy in here, so --
9 MS. PROVOST: It's a little muggy in here.
10 MR. DICKERSON: You could increase the humidity to
11 over a hundred?
12 MS. PROVOST: I don't know. It was 65 yesterday.
13 THE MARSHAL: Stand up and be sworn.
14 THE WITNESS: I'll swear in again.
15 THE MARSHAL: You'll do it again?
16 THE WITNESS: I do it.
17 THE MARSHAL: Okay.
18 THE CLERK: You do solemnly swear the testimony
19 you're about to give in this action shall be the truth, the
20 whole 'truth and nothing but the truth, so help 'you God?
21 THE WITNESS: I do.
22 THE CLERK: Thank you. You may be seated.
23 MR. DICKERSON: Thank you, sir.
24 ERIC NELSON

1 called as a witness on behalf of the Plaintiff and being first
2 duly sworn, testified as follows on:

3 DIRECT EXAMINATION

4 BY MS. FORSBERG:

5 Q Good morning, Eric. For the record since we're on a
6 new day of the last thing, could you state your name for the
7 record, please?

8 A Eric Lee Nelson.

9 Q And you're the Plaintiff in this action, correct?

10 A I am.

11 Q Eric, can you tell the Court what you believe
12 occurred in the last section of this trial, please?

13 A Well, I believe the -- the trial --

14 MR. DICKERSON: Question?

15 THE WITNESS: I'm sorry?

16 MS. FORSBERG: I wanted him to -- to tell us what he
17 believes his testimony what he occurred at the last part of
18 this trial so we can start from there and move forward.

19 THE COURT: Are you talking about his testimony from
20 the trust or his testimony from 2010? Which one?

21 MS. FORSBERG: Correct. 2010, Your Honor.

22 THE WITNESS: I believe overall in a nutshell. We
23 were trying to negotiate in good faith some form of settlement
24 between myself, Lynita and our trusts.

1 Q Okay. So now -- now we're -- we're two years down
2 the road, correct?

3 A Yes.

4 Q Okay. You've sat through all the testimony in the
5 last like -- that we've had in this second round starting in
6 2012, correct?

7 A Yes.

8 Q Okay. Can you tell the Court what you think should
9 happen now?

10 A Well, personally I believe the trusts should be
11 maintained and that would make the liabilities and the
12 division of assets moot. The negotiations that went on prior
13 to, I think it's very important to understand that part of
14 that negotiation was to save the children a great deal of
15 pain. That pain didn't happen. And in addition to that, the
16 negotiations more importantly was the financial aspect of it
17 to save the Silver Slipper Casino which was completely
18 destroyed and other assets have failed as the deepened
19 recession continued.

20 Q What do you think should -- if the Court were to
21 rule that the trusts were invalid, what do you think the
22 outcome would be then?

23 A If the Court respected --

24 MR. DICKERSON: Stipulation, Your Honor.

1 THE COURT: Overruled.
2 MS. FORSBERG: He's got to address it both ways.
3 THE COURT: Overruled. He can --
4 MR. DICKERSON: That's what he thinks it would be.
5 THE COURT: Yeah.
6 BY MS. FORSBERG:
7 Q What do you -- what would you believe it should be?
8 I'll rephrase.
9 A I believe the assets and the liabilities if both
10 were respected as far as the liability side of it would
11 virtually be the same if the trusts were held up. But that
12 would provide a layer of safety to other liabilities that will
13 explode if the -- I believe if the trusts are invalid.
14 Q Can you turn -- I -- there's a white exhibit book up
15 there that has two -- starts with 237 to 241. Do you see
16 that, Mr. Nelson?
17 A Yes, I have it.
18 Q Okay. Can you turn to Exhibit 241 please in that
19 book?
20 A I have it.
21 Q Can you tell the Court what this is?
22 A This is in essence working with numbers that have
23 been provided by Larry Bertsch and Dan Gerety in regards to
24 liabilities and assets to come up with a net asset value of

1 both trusts, approximately. This is with the trusts being
2 upheld or, you know -- so that's what the trusts as -- as they
3 lay today.

4 Q Okay. Let's go through that a little bit for the
5 Court, okay?

6 A Uh-huh. (Affirmative).

7 MS. FORSBERG: You have -- madam clerk, can we have
8 Exhibit GGGG? It's a book book.

9 MR. DICKERSON: The Bertsch report.

10 MS. FORSBERG: The Bertsch appraisal reports.

11 THE COURT: This one? Are you looking for this one?

12 (Whispered conversation)

13 THE MARSHAL: Is this the one you wanted?

14 MS. FORSBERG: That and -- and Mr. Gerety's. If
15 they're getting them out if they got to be gotten out there,
16 Your Honor, I could get that Mr. Gerety's report which is also
17 Exhibit -- I believe Mr. Dickerson's exhibit.

18 MR. DICKERSON: This is what happens when you shave
19 at 4:00. I've been up since 4:00.

20 THE COURT: You're also looking for Mr. Gerety's
21 report? Do you know what --

22 MS. FORSBERG: Yes, Your Honor.

23 THE COURT: Do you know what exhibit that is so we
24 can get that one?

1 MR. DICKERSON: Mr. Gerety's report is --
2 MS. FORSBERG: I think you made it one your letter.
3 MR. DICKERSON: -- 186, I believe. 186 or 187.
4 THE COURT: 186 or 1 -- okay. We're looking for
5 Exhibits 186 and 187.
6 MR. DICKERSON: I think it's one of those two.
7 MS. FORSBERG: Intervener's.
8 MS. PROVOST: Intervener's.
9 MR. DICKERSON: Intervener's.
10 THE COURT: Intervener's 168.
11 MS. PROVOST: 168.
12 MR. DICKERSON: Oh, I'm sorry, at 168.
13 THE COURT: 168.
14 MS. PROVOST: 168.
15 MS. FORSBERG: It was -- it was that blue book, I
16 believe, correct?
17 BY MS. FORSBERG:
18 Q Mr. Nelson, is that blue book Mr. Gerety's report
19 there, is it?
20 A Yes.
21 Q Okay. I'm just going to read prior -- a couple of
22 manuals together if we could. Can you turn in GGGG,
23 Defendant's GGGG, the white book, please?
24 A Okay. But I -- I would like to point out under 47

1 --

2 MR. DICKERSON: Objection. There's --

3 A -- or 241 --

4 MR. DICKERSON: -- no question pending, Your Honor.

5 MS. FORSBERG: That's okay. Wait a minute. Let's
6 get you in there, okay?

7 THE WITNESS: Okay.

8 MS. FORSBERG: We'll go through it. You'll have a
9 chance to answer it.

10 THE WITNESS: That's fine.

11 MS. FORSBERG: In the white book.

12 THE WITNESS: Got it.

13 BY MS. FORSBERG:

14 Q Can you turn to Tab 1, please, in that exhibit?

15 A Yes.

16 Q Under Exhibit A, do you see the summary that Mr.
17 Bertsch presented to this Court?

18 A Yes.

19 Q Okay. Now you -- between my office and you, we
20 worked on -- on this and gone through this report pretty
21 closely, correct?

22 A Yes.

23 Q Recently. And from that, can you explain to the
24 Court where the number on the Exhibit 241, the top number

1 comes from?

2 A Yeah, that was a balance on the 331 on the Larry
3 Bertsch's report as of 3/31/11. And -- and the one in the new
4 book under 241 is of -- as of April 23rd, but I want to note
5 on that that that number is closer to \$82,000 because we had
6 -- we were ordered to pay all the attorney fees and the H
7 payables. So really that's almost \$400,000 less.

8 Q Okay. But we still used the \$471,000 number,
9 correct?

10 A That's correct.

11 Q And can you turn to Exhibit 11 in Mr. Bertsch's Tab
12 11 in Mr. Bertsch's report?

13 A Yes.

14 Q Under Defendant's 006816, it's past the Exhibit A,
15 do you see that?

16 A Exhibit -- I'm sorry, what exhibit? What's the
17 number?

18 Q Tab 11.

19 A Okay.

20 Q Defendant's 006816.

21 A Okay. I have it.

22 Q Is this the number that we're talking about for --

23 A Yeah.

24 Q -- Mr. Bertsch's report?

1 A Yeah, that is --

2 Q So that's the one change you made -- we made on this

3 report, is that correct?

4 A Right.

5 Q Okay.

6 A And that does not account for all the liabilities as

7 of that date. So when we paid it, it came down to about

8 85,000.

9 Q Okay. I understand. So if we go down further,

10 there's another -- I -- I believe there's a mark there that

11 says Appraisal Tab 19. Do you see that on the report under

12 Exhibit 241, do you see that? Exhibit 241. Appraisal --

13 there's an appraisal on the Bella Kathryn house. Do you see

14 that?

15 A And where is that at? Yeah, I see it here on 241.

16 Q Right. And that -- if you look at -- what did we

17 learn about the appraisal whenever we looked at Mr. Bertsch's

18 report?

19 A Mr. -- on Palmyra or on my property?

20 Q On -- on Bella Kathryn.

21 A On Bella Kathryn, that that was the appraised value

22 according to the report.

23 Q Okay. Did Mr. Bertsch's report on Exhibit 1 of --

24 Tab 1 of his Exhibit GGG, did it show that amount?

1 A I believe it showed a -- a higher amount because
2 that -- he had double counted some numbers in there if I -- if
3 I remember correctly.

4 Q Okay. And where did we get this -- this number
5 875,000?

6 A That came from the appraisal.

7 Q Is that Tab 19 under Mr. Bertsch's report under
8 GGGG, Tab 19?

9 A Yes.

10 Q Can you turn to the last page of -- of Tab 19? What
11 do you show that it says the actual appraised value is of that
12 property?

13 A Just close to the bottom. The appraised value is
14 875,000.

15 Q So that's one thing we corrected. We put the right
16 number in there, is that correct?

17 A That's correct.

18 MR. DICKERSON: Objection, form of the question,
19 Your Honor.

20 THE COURT: Sustained. He's just showing -- based
21 on the -- your thing is showing it was 875 based on the
22 appraisal.

23 THE WITNESS: Yes.

24 THE COURT: All right.

1 BY MS. FORSBERG:

2 Q And that's the only thing I believe on it until you

3 get to the total, is that correct, the first total?

4 A That's correct.

5 Q So what did you total up on that when you came to

6 the first total? What was the total property value in there?

7 A With the --

8 Q In the Eric Nelson Trust.

9 A With the cabin approximately 4,956,000.

10 Q Well, before we get to the cabin, do you see the

11 total before that -- that?

12 A 10,715,000.

13 Q So that's just taking Larry Bertsch's numbers and

14 correcting those two items, correct?

15 A That's correct.

16 MR. DICKERSON: Which two items are you saying you

17 corrected?

18 MS. FORSBERG: We corrected the approximately cash

19 value to Mr. -- Mr. Bertsch's report that was dated April

20 23rd, 2012. And we corrected the appraisal because he wrote

21 down the wrong number. If you looked on Tab 19, the actual

22 appraisal shows 875.

23 Q Mr. Nelson, you hired Mr. Gerety, is that correct?

24 A That's correct.

1 Q And he's actually done a lot of accounting for you
2 in the past, right?

3 A That's correct.

4 Q So can you turn to his -- his blue book there,
5 please? Under Tab 11, I don't know that Mr. Gerety provided
6 the one with the tabs or Mr. Dickerson, but Tab 11, can you
7 tell the Court what this is?

8 A I would have to find it. Does it have a Bates stamp
9 number on it?

10 Q It does, DG00266.

11 A Yeah, I have it. It's the summary of liabilities.

12 Q Okay. I believe Mr. Gerety testified to those,
13 didn't he?

14 A Yes.

15 Q But only briefly, right?

16 A That's correct.

17 Q Okay. Can you tell what the total was of
18 liabilities that Mr. Gerety --

19 MR. DICKERSON: Your Honor, it --

20 Q -- came up with?

21 MR. DICKERSON: It speaks for itself, Your Honor.

22 THE COURT: If you just want to summarize it, I mean

23 --

24 MS. FORSBERG: Your Honor, I'm just pointing out