9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS

IN THE SUPREME COURT OF THE STATE OF NEVADA

CHRISTOPHER D. DAVIS,

Appellant,

v.

CAROLINE DAVIS,

Respondent.

Case No.: 68542

Eighth Judicial District Court
Case No.: P-15-083867-T (In re the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000)

RESPONDENT'S APPENDIX VOLUME 8 TO RESPONSE TO CHRISTOPHER D. DAVIS' EMERGENCY MOTION UNDER NRAP 27(e) FOR 1) STAY PENDING APPEAL AND 2) AFFIRMATIVE RELIEF

Counsel did not agree on a joint appendix and this Respondents' Appendix is provided in accordance with NRCP 30(b)(3).

TABLE OF CONTENTS

Volume	EXHIBIT	TITLE OF DOCUMENT	Bates Numbers
Vol 1	E	April 22, 2015 Reporter's Transcript of Proceedings	RAPP347-405
Vol 1	Y	Certification of Intent to Amend Order	RAPP919-921
Vol 2	D	Christopher D. Davis' Motion to Dismiss Pursuant to NRCP(12)(b)	RAPP321-346
Vol 2	B	Christopher D. Davis Reply to Caroline Davis' Opposition to His Motion to Dismiss Pursuant to NRCP (12)(b) and NRCP 19	RAPP15-30
Vol 2	Q	Christopher D. Davis' Motion for Protective Order and to Quash or Modify the Subpoena	RAPP605-641

Docket 68542 Document 2015-31677

Vol 3	A	First Amendment to the Beatrice B. Davis Family Heritage Trust	RAPP1-13
Vol 3	F	May 11, 2015 Letter from Mark A. Solomon to Judge Sturman (including enclosures)	RAPP406-413
Vol 3	G	May 12, 2015 E-mail to all counsel	RAPP414-422
Vol 3	H	May 12, 2015 Letter from Mark A. Solomon to Judge Sturman and accompanying to All Counsel	RAPP423-426
Vol 3	I	May 12, 2015 Letter from Anthony L. Barney to Judge Sturman (including enclosures)	RAPP427-443
Vol 4	**V**	**Motion to Amend or Modify Order Pursuant to NRCP 60(b)(3)**	**RAPP790-831**
Vol 4	**N**	**Motion to Compel**	**RAPP495-547**
Vol 5	O	Motion to Hold Christopher Davis in Contempt and for Attorneys' Fees and Costs	RAPP 575-600
Vol 5	K	Notice of Appeal Dated July 30, 2015	RAPP450-454
Vol 5	L	Notice of Case Statement Dated July 30 2015	RAPP455-471
Vol 6	J	Notice of Entry of Order dated July 1, 2015	RAPP444-449
Vol 6	S	Notice of Non-Appearance of Christopher D. Davis	RAPP690-695
Vol 6	P	Notice of Taking Deposition of Christopher D. Davis	RAPP601-604
Vol 7	W	Objection to Petition for Reconsideration of the Order Dated May 19, 2015 re Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust dated July 28, 2000 as Amended on February 24, 2014 to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as	RAPP832-910

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

		Directed Trustee and for Immediate Disclosure of Documents and Information from Christopher D. Davis; and Counter-Petition for Sanctions	
Vol 8	**R**	**Opposition to Caroline Davis' Motion to Compel Harriet Roland, Esq. to Produce Documents Responsive to Subpoena Duces Tecum and Counter Motion to Quash**	**RAPP642-689**
Vol 9	C	Petition to Assume Jurisdiction Over the Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, as Amended on February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lenhardt as Distribution Trust Advisor; to Confirm Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Documents and Information from Christopher D. Davis	RAPP40-320
Vol 8	**U**	**Resignation, Release, Acknowledgement, Consent and Indemnification Agreement Dated February 24, 2014**	**RAPP782-789**
Vol 8	**T**	**September 2, 2015 Transcript of Proceeding**	**RAPP696-781**
Vol 8	**M**	**Subpoena Duces Tecum to Harriet Roland Esq., and Anthony Barney, Esq.**	**RAPP472-494**
Vol 8	**X**	**Supplement to Objection to Petition for Reconsideration of the Order Dated May 19, 2015 re Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust dated July 28, 2000 as Amended on February 24, 2014 to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee and for Immediate Disclosure of Documents**	**RAPP911-918**

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

		and Information from Christopher D. Davis and Counter-Petition for Sanctions	

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

CERTIFICATE OF COMPLIANCE

I hereby certify that I have read this Respondent's Appendix and to the best of my knowledge, information and belief, consist of true and correct copies of the papers in the District Court file. I further certify that this brief complies with the applicable Nevada Rules of Appellant Procedure, in particular NRCP 30, which requires this Certification. I understand that I may be subject to Sanctions in the event the accompanying appendix is not inconformity with the Requirements of the Nevada Rules of Appellant Procedure.

DATED this 16th day of October, 2015.

SOLOMON DWIGGINS & FREER, LTD.

BY _____

Joshua M. Hood, Esq.
Nevada State Bar No. 12777
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Attorneys for Respondents

EXHIBIT R

EXHIBIT R

Electronically Filed
08/31/2015 12:08:08 PM

CLERK OF THE COURT

HARRIET H. ROLAND, ESQ.
NV Bar No. 5471
ROLAND LAW FIRM
2470 E. St. Rose Pkwy, Ste. 105
Henderson, NV 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
hroland@rolandlawfirm.com
Attorney for Christopher D. Davis

ANTHONY L. BARNEY, ESQ.
Nevada Bar No. 8366
TIFFANY S. BARNEY, ESQ.
Nevada Bar No. 9754
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102
Telephone: (702) 438-7878
Facsimile: (702) 259-1116
Attorneys for Christopher D. Davis

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
(702) 452-1500

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

In the matter of:

The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.

Case No.: P-15-083867-T

Dept. No.: 26

OPPOSITION TO CAROLINE DAVIS' MOTION COMPEL HARRIET ROLAND, ESQ. TO PRODUCE DOCUMENTS RESPONSIVE TO SUBPOENA DUCES TECUM; COUNTER-MOTION TO QUASH

Date of Hearing: September 30, 2015
Time of Hearing: 9:00 a.m.

Christopher D. Davis, by and through his attorneys HARRIET H. ROLAND, Esq., of the ROLAND LAW FIRM hereby submits the Opposition to Caroline Davis' Motion to Compel Harriet Roland, Esq. to Produce Documents Responsive to Subpoena Duces Tecum, and requests the Court to enter its protective order from the discovery by subpoena made upon the ROLAND LAW FIRM, and to quash the

subpoena for reasons of confidentiality, privilege, and relevance, and which subpoena far exceeds the Court's order for production of documents by Christopher Davis in the case. This pleading is based on the Memorandum of Points and Authorities attached hereto, any exhibits attached hereto, and any oral argument that will be heard in this matter.

DATED this 31 day of August, 2015.

Respectfully Submitted:
ROLAND LAW FIRM

HARRIET H. ROLAND
Nevada Bar No.: 5471

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
(702) 452-1500

MEMORANDUM OF POINTS AND AUTHORITIES

I. FACTS PRESENTED

Christopher D. Davis ("Christopher") hereby incorporates the facts presented in his Motion to Dismiss Pursuant to NRCP 12(b) and NRCP 19 filed on March 4, 2015, his Reply to Opposition filed April 20, 2015, and his Petition for Reconsideration of the Order dated May 19, 2015, as if set forth fully herein. He further alleges:

This matter commenced on February 10, 2015 when Christopher's sister Caroline Davis ("Caroline") filed her

> Petition To Assume Jurisdiction Over The Beatrice B. Davis Family Trust, To Assume Jurisdiction Over Christopher D. Davis As Investment Trust Advisor And Stephen K. Lehnardt As Distribution Trust Advisor; To Confirm Dunham Trust Company As Directed Trustee; And For Immediate Disclosure Of Documents And Information From Christopher D. Davis.

A hearing on the matter was held April 22, 2015. In its Order signed May 19, 2015 and entered June 24, 2015, this Court found that "the Court has jurisdiction as a constructive trust because action on behalf of the trust has been taken in Nevada." Based on this finding that jurisdiction was proper, this Court assumed Jurisdiction over Christopher D. Davis and granted immediate disclosure of "all information in

his possession, custody and control in his role as Investment Trust Advisor and or his role as manager of FHT Holdings."

On June 8, 2015, a subpoena duces tecum was issued at the behest of the law firm of Solomon Dwiggins Freer, Ltd. and served upon the custodian of records for the Roland Law Firm (not upon Christopher Davis). It is attached as Exhibit "1". The subpoena far exceeds the scope of the Court's order for production of documents; it requests copies of documents that are irrelevant, privileged, more easily obtained from other sources if they do in fact exist, unduly burdensome, and all of which were provided by Christopher to his attorneys in anticipation of litigation and with the expectation and mandate of privilege and confidentiality.

On July 14, 2015, Christopher Davis filed and noticed his Motion for Reconsideration, which comes on for hearing on September 2, 2015. On July 30, 2015, he filed his Notice of Appeal. Both of these actions are based upon jurisdictional challenges and due process claims of insufficient service of process.

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
(702) 452-1500

II. LEGAL AUTHORITY AND ARGUMENT

A. NRCP 26(c) allows for a protective order.

NRCP 26(c) indicates that a protective order may be sought in which justice requires to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense, including one or more of the following:

> (1) that the discovery not be had;
> (2) that the discovery may be had only on specified terms and conditions, including a designation of the time or place;
> (3) that the discovery may be had only by a method of discovery other than that selected by the party seeking discovery;
> (4) that certain matters not be inquired into, or that the scope of the discovery be limited to certain matters;
> (5) that discovery be conducted with no one present except persons designated by the court;
> (6) that a deposition after being sealed be opened only by order of the court;
> (7) that a trade secret or other confidential research, development, or commercial information not be revealed or be revealed only in a

designated way;
(8) that the parties simultaneously file specified documents or information enclosed in sealed envelopes to be opened as directed by the court.

B. NRCP Rule 45 allows this court to quash or modify a subpoena.

NRCP 45 (c) Protection of Persons Subject to Subpoena provides in pertinent part:

> (1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

C. Caroline is using her subpoena as an end run around this Court's June 24, 2015 Order for production of documents and well outside its scope, and outside the scope of permitted discovery.

Caroline is attempting to circumvent this Court's order of production of documents and gain access to Christopher's attorneys' files, all of which were provided by Christopher to the attorneys with the expectation of attorney/client privilege and in anticipation of litigation. Caroline has not caused a subpoena duces tecum to be issued to Christopher personally, even though she has set his deposition. In good faith, the Roland Law Firm, the subject of the subpoena, on behalf of Christopher, has provided the correspondence and documentation regarding the Family Heritage Trust since the purported amendment was instituted on February 24, 2014. This Court did not order the production of documents concerning any of Christopher's private activities prior to the time he was purportedly appointed Investment Advisor to the trust.

The basic guideline as to the permissible scope of discovery under Nevada law is provided by NRCP Rule 26 (b): Discovery Scope and Limits. Unless otherwise limited by order of the court in accordance with these rules, the scope of discovery is as follows:

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
(702) 452-1500

> (1) In General. *Parties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action*, whether it relates to the claim or defense of the party seeking discovery or to the claim or defense of any other party, including the existence, description, nature, custody, condition and location of any books, documents, or other tangible things and the identity and location of persons having knowledge of any discoverable matter. It is not ground for objection that the information sought will be inadmissible at the trial if the information sought appears reasonably calculated to lead to the discovery of admissible evidence[.] (Emphasis added.)

N.R.C.P. Rule 34 includes the following:

> (b) Procedure.
> (1) Contents of the Request. The request:
> (A) *must describe with reasonable particularity each item or category of items to be inspected[.]* (Emphasis added.)

The Supreme Court of Nevada dealt with the scope of discovery under N.R.C.P. Rule 26 in *Schlatter v. Eighth Jud. Dist. Ct. In and For Clark County*, 93 Nev. 189, 561 P.2d 1342 (Nev. 1977). In applying the phrase in Rule 26(b)(1), "which is relevant to the subject matter involved in the pending action," the court, in a personal injury action against a hotel, stated that where, as in the case before it, a party's physical condition was in issue, it was proper for a court to "order discovery of medical records containing information relevant to the injury complained of or any pre-existing injury related thereto." 93 Nev. at 192, 561 P.2d at 1343. The court found that the discovery order issued by the court below was proper to the extent that it required the production of the petitioner's tax returns and medical records relating to the issues raised by the action (the court below was itself the respondent in a mandamus action brought by the petitioner in challenging the discovery order) but that the order was overly broad:

> [R]espondent's order went beyond this and permitted carte blanche discovery of all information contained in these materials without regard to relevancy. Our discovery rules provide no basis for such an invasion into a litigant's private affairs merely because redress is sought for personal injury. Respondent court therefore exceeded its jurisdiction by

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
(702) 452-1500

ordering disclosure of information neither relevant to the tendered issues nor leading to discovery of admissible evidence.

Id., 561 P.2d at 1343-44.

D. Caroline's subpoena is over-broad and not relevant to her interest in the Trust.

To assess the relevancy of the items requested in Caroline's subpoena "to the subject matter involved in the pending action," it is necessary to review the Petition, starting, in slightly abbreviated form, with its heading:

> PETITION TO ASSUME JURISDICTION OVER THE BEATRICE B. DAVIS FAMILY TRUST, . . . OVER CHRISTOPHER D. DAVIS AS INVESTMENT TRUST ADVISOR AND STEPHEN K. LEHNHARDT AS DISTRIBUTION TRUST ADVISOR; TO CONFIRM DUNHAM TRUST COMPANY AS DIRECTED TRUSTEE; AND FOR IMMEDIATE DISCLOSURE OF DOCUMENTS AND INFORMATION FROM CHRISTOPHER D. DAVIS.

After reviewing a number of actions that have affected the Family Heritage Trust from the time of its creation on July 28, 2000 (primarily changes in the identity of the trustee, with Dunham Trust Company of Reno, Nevada purportedly now serving as Successor Trustee and as Directed Trustee (Petition ¶¶ 6-8, 11), and a First Amendment to the Trust, purportedly changing the situs of the Trust from Alaska to Nevada (¶¶ 9-10), Caroline commences the heart of her pleading with the heading:

> PETITION FOR THE IMMEDIATE DISCLOSURE OF DOCUMENTS AND INFORMATION FROM CHRISTOPHER D. DAVIS

Caroline recounts that on May 9, 2011, the Trust became the owner and beneficiary of an Ashley Cooper Life Insurance Policy (Policy Number ACLI 1105-8007 PC; the "Policy"), with a face value of $35,000,000 and Cheryl Davis (Christopher's ex-wife) as the insured. (Petition ¶¶ 15-17.) Section 10 of the Policy permits the owner (the Trust) to obtain loans from the Policy. (¶ 18.) The original Trustee, Alaska Trust Company, and its successor, Alaska USA Trust Company (¶¶ 19-20) borrowed funds from the Policy, paid administrative expenses of the trust and

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
(702) 452-1500

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
(702) 452-1500

also made loans from the borrowed funds.

At ¶ 24 of the Petition, it is alleged that the Trust distributed a total of $1,300,689.00 in Policy loans to a separate trust created by Beatrice B. Davis on April 4, 1990 (the Beatrice B. Davis Revocable Living Trust), Davis Family Office LLC ("DFO") and Christopher D. Davis, individually, all of which loans and distributions were allegedly made "at Christopher's insistence or direction in either his individual capacity, his capacity as the sole acting Trustee of the Revocable Living Trust, and his capacity as the sole manager of DFO. Caroline's basis for seeking the production of the documents as per the subpoena is set forth in the following two paragraphs of the Petition:

> 25. As Caroline is a current beneficiary of the Trust and the loans are current assets held within the Trust, Caroline is entitled to complete documentation and information related to the Policy loans, including but not limited to, the identity of any entity, trust or individual who has received and/or benefitted from such loans, the purpose of such loans, the circumstances surrounding the distribution and use of such loans, the repayment of such loans (if any), the collateral for such loans, executed promissory notes, etc.
>
> 26. Further, the Trust is the one-hundred percent (100%) owner of FHT Holdings, LLC, a Nevada limited liability company ("FHT Holdings"), of which Christopher serves as the sole Manager. As FHT Holdings is an asset of the Trust, Caroline is entitled to information related to the assets held by FHT Holdings, including but not limited to the principal, income, and liabilities of the LLC.
> (Footnotes omitted.)

In addition to Caroline's contention in ¶ 24 that, because she is a beneficiary of the Trust and because the Policy is an asset of the Trust, she is entitled to review every possible document or record that in any way relates to the loans made by the Trustees, she also cites the following subsections of Nev. Rev. Stat. § 153.031 "Petition by trustee or beneficiary concerning affairs of trust: Purposes of petition; contents; notice and hearing; additional relief":

1. A trustee or beneficiary may petition the court regarding any aspect of the affairs of the trust, including:

. . . .

(e) Ascertaining beneficiaries and determining to whom property is to pass or be delivered upon final or partial termination of the trust, to the extent not provided in the trust instrument;

(f) Settling the accounts and reviewing the acts of the trustee, including the exercise of discretionary powers;

. . . .

(h) *Compelling the trustee to report information about the trust or account, to the beneficiary;*

. . . .

(q) Compelling compliance with the terms of the trust or other applicable law[.]

(Emphasis added; this is the version of §153.031 prior to amendment by 2015 Nevada Laws Ch. 524 (S.B. 484), but subsection (h) was not changed.)

Subsection (h) by its very wording points out a fatal flaw in Caroline's view of her rights to the documents and records that she is seeking: very simply, Christopher D. Davis is not the trustee of the Family Heritage Trust and therefore is not the individual or entity to whom subsection (h) applies. Subsection (h) also suggests the need to determine the limits of a beneficiary's rights to information concerning the trust. This question has been addressed by N.R.S. §165.137 "Duties of trustee with regard to providing account; circumstances when account deemed approved by beneficiary," which provides in part:

1. The following provisions apply to the extent that the trust instrument does not expressly provide otherwise:

(a) The trustee shall provide an account to each current beneficiary and to each remainder beneficiary upon request but is not required to provide an account to a remote beneficiary;

(b) A trustee is not required to provide an account more than once in any calendar year unless ordered by a court to do so upon good cause shown;

. . .

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
(702) 452-1500

(j) *A trustee is not required to provide to a beneficiary information that does not affect the beneficiary's interest in the trust*[.]

(Emphasis added.)

This provision has been repealed, but a trustee's duty to account and provide information to beneficiaries is covered by 2015 Nevada Laws Ch. 524 (S.B. 484) § 73, which provides in part:

> 1. To the extent that the trust instrument does not provide otherwise, the trustee of a nontestamentary trust shall satisfy the duty to account for the nontestamentary trust estate by delivery of an account which conforms with the requirements of NRS 165.135, and pursuant to the following:
>
> (a) Except as otherwise limited by paragraph (b), the trustee shall deliver an account, upon demand pursuant to NRS 165.141, to each current beneficiary, and to each remainder beneficiary of the trust. A trustee is not required to provide an account to a remote beneficiary pursuant to this section.
>
> (b) Notwithstanding paragraph (a), a trustee may satisfy the duty to account in accordance with subparagraphs (1) to (6), inclusive, where applicable:
>
> . . .
>
> (4) *The trustee is not required to provide an account of any portion of the trust estate to a beneficiary that does not affect the beneficiary's interest in the trust, and the trustee may redact the account as to such portions that do not affect the beneficiary's interest.* (Emphasis added.)

Therefore, even without considering whether Caroline's request for documents and records under her subpoena satisfies the N.R.C.P. Rule 26(b)(1) requirement of relevancy to the pending action, there are two additional obstacles standing in her way: (1) Christopher D. Davis is not the Trustee of the Family Heritage Trust and therefore his attorney is not the proper party to be served with a subpoena seeking trust-related documents and records, and (2) even in the absence of the first obstacle, Caroline, as a beneficiary, has the burden of showing that her request for each item is justified as affecting her beneficial interest. Caroline makes no attempt in the

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
(702) 452-1500

Items to be Produced (attached to the subpoena) to explain, even in a general way, how the requests or groups of requests relate to the protection of her beneficial interest in the Trust.

Instead, her requests blanket full groups of records presumably possessed by Christopher's attorney: all of his records in his possession, custody or control concerning the Family Heritage Trust (¶ 1), the Beatrice B. Davis Revocable Living Trust (¶ 2), Davis Family Office, (¶ 4), and FHT Holdings, LLC (¶ 5). These are not documents that would reflect Christopher's investment decisions as to Trust assets in his purported capacity as Investment Trust Advisor, even if he did have any control over them, or documents that could, arguably, have a bearing on the value of the Petitioner's beneficial interest. Notably, it includes documents over which Caroline has control also, in her capacities as Co-Trustee and beneficiary.

It is difficult to see how records pertaining to the Revocable Living Trust, Davis Family Office and FHT Holdings LLC have anything bearing on Caroline's interest in the policy. Similarly, there is no indication of any bearing on Caroline's interest in the Family Heritage Trust, or of a connection between Christopher's purported status as owner, manager, director or officer of "any and all entities", and the Family Heritage Trust or the Revocable Living Trust (¶ 8). This request constitutes a fishing expedition into Christopher's financial affairs. Even if Ashley Cooper Life Insurance Policy is the sole asset of the Family Heritage Trust, it is difficult to see how any records concerning the Policy itself (¶ 2) have a bearing on Caroline's interest. As discussed below, she is not complaining about the Trust's acquisition of the Policy, because she consented to it. The only relevance of the disbursements made from the loan proceeds to Caroline's interest in the Trust is if the loans to Christopher are not repaid, they should not be charged against her interest in the proceeds should she survive him.

Even if Caroline clears the foregoing obstacles, she must still face the statutory

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
(702) 452-1500

requirements of NRCP Rule 26 (b)(1) that the materials she seeks under the subpoena are "relevant to the subject matter involved in the pending action."

First, it is obvious that the documents and records sought by Caroline have no bearing on the question that is presently before this Court in the immediate proceeding: whether this Court was correct in concluding in its Order of May 19, 2015 that it has jurisdiction in this matter "as a constructive trust because action on behalf of the trust has been taken in Nevada." No item in the subpoena relates to the jurisdictional or constructive trust issue. Instead, as described above, Caroline, without any degree of specificity, seeks the production of any document or record in the possession of Christopher D. Davis that has any connection, regardless of how tangential, to the (1) Family Heritage Trust or to entities owned by the Trust (Items to be Produced ¶¶ 1 and 6); to the Beatrice B. Davis Revocable Living Trust and entities owned by it (¶¶ 2 and 7); to Davis Family Office, LLC (¶ 4); to FHT Holdings, LLC (¶ 5). Caroline seeks any record possessed by Christopher D. Davis related to any entity owned or managed by Christopher Davis concerning any business or financial relationship between the entity and the Family Heritage Trust or the Beatrice B. Davis Revocable Living Trust (¶ 8) and all records possessed by Mr. Davis related to the loans obtained from the Ashley Cooper Life Insurance Policy (¶ 9). If these requested groups of items are to be established as "relevant to the . . . pending action," the nature of the pending action must be determined. As summarized above, at ¶ 24 of the Petition to Assume Jurisdiction, Caroline alleges without foundation that the disbursements made from the $1,300,689.00 to the Revocable Living Trust, Davis Family Office and to Christopher D. Davis individually were made

> at Christopher's insistence or direction in either his individual capacity, his capacity as the sole acting Trustee of the Revocable Living Trust, and his capacity as the sole Manager of the DFO.

Interestingly, in the introductory paragraph of the Petition (page 1), Caroline cites N.R.S. § 163.115 as one of the provisions under which the Petition has been filed. The first part of the heading of that provision is "Breach of trust by

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
(702) 452-1500

trustee" and the provision reads:

> If a trustee commits or threatens to commit a breach of trust, a beneficiary or cotrustee" has an assortment of actions available, including a proceeding to compel the trustee to perform his duties or to redress the breach.

But Caroline cannot be implicitly alleging a breach of trust by Christopher since he is not the Trustee of the Family Heritage Trust (the Trustee during the period of the loans and distributions were Alaska Trust Company or Alaska USA Trust Company). Further, at pages 7-8 of her Opposition to Christopher D. Davis' Motion to Dismiss . . . she denies any claim of breach of trust:

> Ms. Davis is not now objecting to the loans and distributions being made or claiming any breach of fiduciary duty on Alaska or Alaska USA's part. Rather, Ms. Davis is simply requesting from Mr. Davis information related to who received and/or benefited from the loans, the purpose of the loans, the circumstances surrounding the distribution and use of the loan proceeds, the repayment of such loans, the collateral, and any other relevant information.

This admission confirms an important point: given that the items requested under the subpoena do not relate to the Petitioner's request that this Court assume jurisdiction over the Family Heritage Trust, Christopher D. Davis and Stephen K. Lehnardt. The pending action here, for purposes of the subpoena, has only one object: the acquisition from Christopher of the groups of documents and records listed on the document attached to the subpoena, Items to be Produced. Therefore, it must be concluded that this is essentially an action to enforce a subpoena without establishing that the subpoena is relevant to a pending action other than the very proceeding of acquiring the items listed on the subpoena. In other words the subpoena is strictly *self-referential* and therefore cannot be regarded as relevant to a pending action since the subpoena constitutes the action itself. This fatal defect in the subpoena does not even take into consideration that, even if there were a pending action to which the subpoena could be attached so as to establish relevancy under N.R.C.P. Rule 26 (b), there is the additional defect that the descriptions of the records requested on the

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
(702) 452-1500

subpoena fail, as summarized above in regard to the failure to relate the items requested to the Petitioner's interest in the Family Heritage Trust, to provide any focus as to the Petitioner's purpose in requesting the documents. To repeat a portion of the excerpt set forth above from the Supreme Court of Nevada's opinion in *Schlatter v. Eighth Jud. Dist. Ct. In and For Clark County*, the court found that court's order enforcing the subpoena was overly broad in that it

> permitted carte blanche discovery of all information contained in these materials without regard to relevancy. Our discovery rules provide no basis for such an invasion into a litigant's private affairs merely because redress is sought for personal injury. Respondent court therefore exceeded its jurisdiction by ordering disclosure of information neither relevant to the tendered issues nor leading to discovery of admissible evidence.

93 Nev. at 192, 561 P.2d at 1343-44. In the present case, Caroline did not (and could not) provide any specificity as to the purpose and relevancy of the requested materials because, as discussed, there is no underlying, pending action to which the test of relevancy of the requests can be applied. To the contrary, the subpoena constitutes an attempt to get at Christopher's personal and financial records under the subterfuge that such action is necessary to safeguard the Petitioner's rights under the Family Heritage Trust and to protect the integrity of the Trust itself.

Caroline Davis is not requesting the production of records in broad terms in order to use such records as an aid in formulating future requests, focusing on specific documents. To the contrary, the Petitioner clearly intends the present subpoena to serve as a one-time request in the broadest terms possible.

E. Individual Parties or Entities Have Not Been Properly Served, and Discovery Should Not be Taken Until They Are. Caroline is using her subpoena to circumvent due process.

In *Swensen v. Sheppard, Swensen v. Sheppard (In re Aboud)*, 314 P.3d 941, 946 (Nev. 2013) the Nevada Supreme Court found that it could not impose personal liability on individuals or entities which "required the court to acquire 'personal jurisdiction over [them as] part[ies], normally through appropriate process based on

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
(702) 452-1500

contacts with the jurisdiction or through [their] general appearance therein to defend on the merits."

Caroline takes exception to the requirements for proper service and notice, or the necessity of stating a claim against Christopher or any Trustee, making an end run around due process safeguards, using her subpoena power to interfere with Christopher's privacy, apparently in order to obtain information to use personally or in the Missouri litigation which she has brought against Christopher as her co-trustee of their mother's revocable trust. This is entirely improper; it is an abuse of process, a waste of this court's resources, and if allowed by this Court, it accomplishes her objective of delving into her brother's personal life and personal financial affairs for her own purposes and without ever bringing an action against him.

In Christopher's jurisdictional objection in his Petition for Reconsideration, he alleges Caroline is attempting to use the relaxed standards of statutory *in rem* jurisdiction for the more stringent requirements necessary to obtain the necessary personal jurisdiction over Christopher Davis, individually or upon FHT Holdings, LLC. Proper notice and service are required for personal jurisdiction over a party especially when requesting the court to exercise power and authority over an individual party or upon a business entity. Before any discovery demanded by the subpoena is allowed, this Court should require the due process rights of the corporation must be respected, and service properly administered in order to obtain jurisdiction over Christopher, individually, and as manager of FHT Holdings, LLC. The Court should further require Caroline to request from the creator of FHT Holdings, LLC, not from Christopher, any documents relating to the entity's creation and governance. As a mere beneficiary, co-equal with Caroline, Christopher had no power, authority or ability to act as trustee and create an entity solely owned by the Family Heritage Trust.

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
(702) 452-1500

F. **Christopher and his attorney in good faith have produced the documents required under the June 24, 2015 Court Order. He should not be required to bear Caroline's discovery costs.**

While Caroline may characterize Christopher's and his attorneys' production of documents as "only a few pieces of correspondence", the fact is that Christopher and his attorney have produced hundreds of pages of documents, both before the Court's order was issued, and in compliance with the Court's A letter from Attorney Barney dated May 26, 2015 to Caroline's attorneys detailed approximately 25 documents which had been produced prior to the subpoena. That letter is attached as Exhibit "2". Christopher further allowed his attorney to produce approximately 850 pages of documents in response to the discovery request. Caroline in her opening petition attached approximately 280 pages as exhibits, and since then has attached another 80 pages, excluding court-filed documents. Caroline now demands that Christopher or his attorneys hunt down and produce more documents, at least some of which Caroline has already obtained from Dunham Trust Company and/or other persons, possibly so that she can complain when he or his attorneys don't produce something she thinks should be in his or their possession but isn't. If any loans, disbursements, or distributions have been authorized or made during Dunham Trust Company as purported Trustee, it is the Trustee's responsibility, not Christopher's, to account for them.

G. **The subpoena issued to the Custodian of Records at Roland Law Firm demands confidential client information which cannot be produced under NRPC 1.6, and which are privileged under NRS 49.095.**

Rule 1.6. Confidentiality of Information.

(a) A lawyer shall not reveal information relating to representation of a client unless the client gives informed consent, the disclosure is impliedly authorized in order to carry out the representation, or the disclosure is permitted by paragraphs (b) and (d).

NRS 49.095 sets forth the General rule of privilege:

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
(702) 452-1500

1) A client has a privilege to refuse to disclose, and to prevent any other person from disclosing, confidential communications 1) Between the client or the client's representative and the client's lawyer...
2) [ ]
3) Made for the purpose of facilitating the rendition of professional legal services to the client...

All the information and documents transmitted by Christopher Davis to Roland Law Firm and/or to the law firm of Anthony L. Barney Ltd. were given in the course of legal representation, without any implied authority to disclose them to opposing counsel or opposing parties. The attorneys are not able to produce the privileged, confidential and work product information required by the subpoenas; to do so would violate the NRPC 1.6. The subpoena should have been directed to the appropriate parties – i.e. the trustees of the trusts, the custodian of records for FHT Holdings, LLC, and to any other persons in possession of documents; but not to the attorneys for Christopher Davis.

The State Bar of Nevada, Standing Committee on Ethics and Professional Responsibility, in Formal Opinion No. 31 issued on June 24, 2009, provided a simple answer to the question of "What types of information about a client does Rule 1.6 restrict the lawyer from revealing?" "ANSWER [:] ALL information relating to the representation of the client. Christopher has not consented to the carte blanche release of his client file; therefore the attorney is prohibited from releasing it." The detailed Opinion is attached in its entirety as Exhibit "3".

Caroline has other ways to obtain this information than attempting to obtain privileged and confidential documents from Christopher's attorney's file. These include service of a proper subpoena duces tecum to the appropriate parties who are in possession of originals and who can authenticate the documents.

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
(702) 452-1500

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
(702) 452-1500

SUMMARY AND CONCLUSION

Once again, at great cost and undue burden to Christopher, Caroline is simply attempting to gain access to records that she could request from the parties that she has always claimed are not indispensable, and she is additionally attempting to delve into Christopher's personal affairs. Without ever having stated any claim for relief, or alleging any wrongdoing whatsoever by Christopher or any trustee, and without contesting any of the provisions of the trust, she demands an accounting from him as to the use of all the loan proceeds which he or any person or entity received from the Alaska trustees, before there was any action attempting to move the trust to Nevada and invest him with fiduciary powers. She further demands all information regarding virtually all activities of the Family Heritage Trust and the Beatrice B. Davis Revocable Trust from its inception forward, although she has the same power and authority to obtain the information that Christopher has, and in fact she already appears to have the relevant documentation.

The loans to beneficiaries and other persons or entities clearly were allowed under the trust, and even if they were not, it is a question for the Alaska trustee as to whether the loans or distributions were properly made to any beneficiary or entity. When an individual borrows funds for personal or investment use from a bank, the bank does not inquire into how the funds were spent; it looks only to the borrower's credit or the sufficiency of the collateral in making the loan. Presumably the Alaska trustees who made the loans did their due diligence. There has been no allegation by any party to the contrary.

The Roland Law Firm, which is the subject of the subpoena, did not represent Christopher in his capacity as beneficiary during the tenure of the Alaska trustees, nor did it represent him in his purported capacity as Investment Advisor to the trust up until September 2014 when Caroline made her demands. The Roland Law Firm is not the appropriate party to serve with the subpoena.

Based upon the foregoing, Christopher D. Davis respectfully requests:

1) This Court quash the subpoena duces tecum issued to Roland Law Firm in all respects; and

2) That it deny all discovery based upon the subpoena; and

3) That it find that documents provided to Roland Law Firm by Christopher D. Davis are confidential, that they include attorney work product, and that they are subject to the attorney-client privilege which has not been released or waived by the client;

4) In the alternative, if discovery is ordered from the Roland Law Firm, the Court order that the production of privileged or work-product protected documents, electronically stored information ("ESI") or information, whether inadvertent or otherwise, is not a waiver of the privilege or protection from discovery in this case or in any other federal or state proceeding; and that nothing limits the right of Christopher D. Davis to conduct a review of documents, ESI or other information (including metadata) for relevance, responsiveness and/or segregation of privileged and/or protected information before production.

5) And for any other relief this Court deems appropriate in the circumstances.

DATED this ____ day of August, 2015.

Respectfully Submitted,
ROLAND LAW FIRM

HARRIET H. ROLAND, ESQ.
NV Bar No. 5471
2470 E. St. Rose Pkwy., Ste. 105
Henderson, NV 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
hroland@rolandlawfirm.com
Attorney for Christopher D. Davis

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
(702) 452-1500

CERTIFICATION OF HARRIET H. ROLAND, ESQ. IN SUPPORT OF CHRISTOPHER DAVIS's OPPOSITION TO CAROLINE DAVIS' MOTION COMPEL HARRIET ROLAND, ESQ. TO PRODUCE DOCUMENTS RESPONSIVE TO SUBPOENA DUCES TECUM; COUNTER-MOTION TO QUASH

I, Harriet H. Roland, hereby certify, declare and say as follows:

1. I am an attorney in the above entitled action.

2. I attempted in good faith to confer with the Petitioner Caroline Davis's attorneys regarding their actions of attempting to obtain and obtaining irrelevant personal and confidential information from Christopher Davis, and from Roland Law Firm.

3. I attempted to resolve the dispute without court action before filing the present opposition and counter motion.

4. On or around June 8, 2010, I received a subpoena duces tecum from Petitioner directed toward Roland Law Firm as custodian of records.

5. On June 24, the Court's order was entered directing Christopher Davis to release information.

6. There were several emails and correspondence between Roland Law Firm, Anthony Barney, Ltd., and Solomon Dwiggins Freer regarding the propriety and form of the subpoena, and the scope of discovery.

7. On July 27, I transmitted numerous electronic documents and a privilege log to Petitioner.

8. On July 31, 2015, I received a phone call from Attorney Mark Solomon and Attorney Joshua Hood informing me that the production of documents consisted of "only a few pieces of correspondence" and that they would proceed to move for sanctions. We discussed our disagreement regarding the scope of discovery but were not able to resolve the disagreement.

9. I informed Petitioner their request to Roland Law Firm as custodian of records was a request for privileged and confidential records, and it was outside the scope of

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
(702) 452-1500

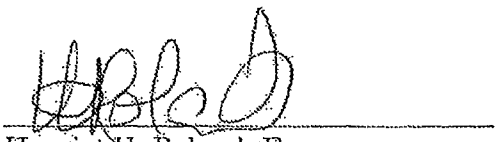
the court's order regarding production of documents.

10. Further, I explained that many documents had been released, and that Petitioner already had procured many if not all of the documents from other sources available to her, including the trustees of the Family Heritage Trust, the Trust Protector, and other persons.

11. Nonetheless, Petitioner has pursued by subpoena the obtaining of information already in Petitioner's hands.

12. I requested Petitioner agree to stipulate to the production of all documents in the possession or control of Christopher D. Davis relating to the Family Heritage Trust from the date of February 24, 2014 forward, which is the date of the purported transfer of the Trust from Alaska to Nevada, and the date of the purported appointment of Christopher D. Davis as Investment Advisor for the Trust. Petitioner did not agree to my request for stipulation under these terms.

13. In good faith I have attempted to confer with counsel, but was unable to reach a resolution of this matter.



Harriet H. Roland, Esq.

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy., Ste. 105
Henderson, NV 89074
(702) 452-1500

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 31, 2015, via the Court's electronic system, WizNet pursuant to Rule 9 of NEFCR at the email address noted to the following:

ANTHONY L. BARNEY, ESQ.
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Boulevard, Suite B
Las Vegas, NV 89102-1835
abarney@anthonybarney.com
Attorneys for Christopher Davis

MARK A. SOLOMON, ESQ.
Solomon Dwiggins & Freer, Ltd.
9060 West Cheyenne Avenue
Las Vegas, NV 89129
msolomon@sdfnvlaw.com
jhood@sdfnvlaw.com
Attorneys for Caroline Davis

CHARLENE RENWICK, ESQ.
LEE HERNANDEZ LANDRUM & GAROFALO
7575 Vegas Drive #150
Las Vegas, Nevada 89128
Crenwick@lee-lawfirm.com
Attorneys for Dunham Trust

JONATHAN W. BARLOW, ESQ.
CLEAR COUNSEL LAW GROUP
50 Stephanie Street, Suite 101
Henderson, Nevada 89012
Jonathan@clearcounsel.com
Attorneys for Stephen Lenhardt

An employee of Roland Law Firm

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
(702) 452-1500

Exhibit "1"

ELECTRONICALLY SERVED
06/08/2015 01:43:40 PM

NOTC
Mark A. Solomon, Esq.
Nevada Bar No. 0418
E-mail: msolomon@sdfnvlaw.com
Joshua M. Hood, Esq.
Nevada Bar No. 12777
E-mail: jhood@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485

Attorneys for Caroline Davis, Petitioner

SOLOMON DWIGGINS & FREER
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
TRUST AND ESTATE ATTORNEYS

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of The BEATRIC B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.	Case No.: P-15-083867 Dept.: Probate (26)

NOTICE OF ISSUANCE OF SUBPOENA DUCES TECUM
(No Appearance Required)

PLEASE TAKE NOTICE that CAROLINE DAVIS, by and through her counsel of, Mark A. Solomon, Esq. and Joshua M. Hood, Esq., of the law firm of Solomon Dwiggins & Freer, Ltd., has issued a Subpoena Duces Tecum for Records ("Subpoena") to ROLAND LAW FIRM. ("ROLAND"). Pursuant to the Subpoena, attached hereto as Exhibit 1, ROLAND is required to respond by delivering a true, legible, and durable copy of the

///

///

///

requested records to the offices of Solomon Dwiggins & Freer, Ltd., 9060 West Cheyenne Avenue, Las Vegas, Nevada 89129, no later than June 25, 2015.

DATED this 8th day of June, 2015.

SOLOMON DWIGGINS & FREER, LTD.

By: _____

MARK A. SOLOMON, ESQ.
Nevada Bar No. 0418
E-mail: msolomon@sdfnvlaw.com
JOSHUA M. HOOD, ESQ.
Nevada Bar No. 12777
E-mail: jhood@sdfnvlaw.com
Cheyenne West Professional Center
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone (702) 853-5483
Facsimile (702) 853-5485

Attorneys for CAROLINE DAVIS

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 8, 2015, pursuant to NRCP 5(b)(2)(B), I placed a true and correct copy of the following NOTICE OF ISSUANCE OF SUBPOENA DUCES TECUM FOR RECORDS, in the United States Mail, with first-class postage prepaid, addressed to the following, at their last known address, and, pursuant to Rule 9 of N.E.F.C.R., caused an electronic copy to be served via Odyssey, to the email address noted below:

Mail only:
Tarja Davis
3005 North Beverly Glen Circle
Los Angeles, California 90077
and
514 West 26th Street, #3E
Kansas City, Missouri 64108

Ace Davis
c/o WINFIELD B. DAVIS
366-6 Habu Aridagawa Arida
Wakayama 643-0025
JAPAN

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

And did mail via US Mail and email Via the Court's electronic system, WizNet pursuant to Rule 9 of NEFCR at the email address noted to the following:

HARRIET ROLAND, ESQ.,
ROLAND LAW FIRM
2470 E. St. Rose Parkway, #105
Henderson, NV 89052
hroland@rolandlawfirm.com
Attorneys for Christopher D. Davis

ANTHONY L. BARNEY, ESQ.
ANTHONY L. BARNEY, LTD.
3317 West Charleston Boulevard, Suite B
Las Vegas Nevada 89102
abarney@anthonybarney.com
Attorneys for Christopher D. Davis

CHARLENE RENWICK, ESQ.
LEE HERNANDEZ LANDRUM & GAROFALO
7575 Vegas Drive #150
Las Vegas, Nevada 89128
crenwick@lee-lawfirm.com
Attorneys for Dunham Trust

JONATHAN W. BARLOW, ESQ.
Clear Counsel Law Group
50 Stephanie Street, Suite 101
Henderson, Nevada 89012
jonathan@clearcounsel.com
Attorneys for Stephen Lenhardt

An employee of Solomon Dwiggins & Freer, Ltd.

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

EXHIBIT 1

EXHIBIT 1

CC03
Mark A. Solomon, Esq.
Nevada Bar No. 0418
E-mail: msolomon@sdfnvlaw.com
Joshua M. Hood, Esq.
Nevada Bar No. 12777
E-mail: jhood@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485
Attorneys for Caroline Davis, Petitioner

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.	Case No.: P-15-083867-T Dept.: Probate (26)

SUBPOENA DUCES TECUM
(No Appearance Required)

THE STATE OF NEVADA SENDS GREETINGS TO:

The Custodian of Record or Other Qualified Person at

ROLAND LAW FIRM.
2470 East Saint Rose Parkway, Suite 105.
Henderson, Nevada 89074

YOU ARE ORDERED, pursuant to Nevada Rule of Civil Procedure ("NRCP") 45, to produce and permit inspection and copying of the books, documents, or tangible things ("records") set forth below that are in your possession, custody, or control, by one of the following methods:

[ ] Making the original records described below available for inspection at your business address by the attorney's representative or party appearing in proper person and

SOLOMON DWIGGINS & FREER
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
TRUST AND ESTATE ATTORNEYS

permitting copying at your business address under reasonable conditions during normal business hours.

[X] Delivering a true, legible, and durable copy of the financial records described below to the requesting attorney or party appearing in proper person, by United States mail or similar delivery system, no later than May 18, 2015 at the following address:

Solomon Dwiggins & Freer, Ltd.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
jhood@sdfnvlaw.com

All documents shall be produced as they are kept in the usual course of business or shall be organized and labeled to correspond with the categories listed below (NRCP 45(d)(1)).

YOU ARE FURTHER ORDERED to authenticate the business records produced, pursuant to Nevada Revised Statute ("NRS") 52.260, and to provide with your production a completed Certificate of Custodian of Records in substantially the form attached as Exhibit "B."

CONTEMPT: Failure by any person without adequate excuse to obey the Subpoena served upon that person may be deemed contempt of the court. (NRCP 45(e)). If you fail to obey, you may be liable to pay $100, plus all damaged caused by such failure. (NRS 50.195).

Please see Exhibit "A" attached hereto for information regarding the rights of the person subject to this Subpoena.

Dated this 8th day of June, 2015.

SOLOMON DWIGGINS & FREER, LTD.

By: _____
Mark A. Solomon, ESQ. (Bar No. 0)418
E-mail: msolomon@sdfnvlaw.com
JOSHUA M. HOOD, ESQ. (Bar No. 12777)
E-mail: jhood@sdfnvlaw.com
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Phone: (702) 853-5483
Facsimile: (702) 853-5485
Attorneys for Caroline Davis, Petitioner

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

ITEMS TO BE PRODUCED

1. Any and all non-privileged records in your possession, custody, or control related to the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended.

2. Any and all non-privileged records in your possession, custody, or control related to the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended.

3. Any and all non-privileged records in your possession, custody, or control related to Ashley Cooper Life Insurance Policy, Policy Number ACLI 1105-8007 PC, formerly known as Policy Number ALIP 008-1031.

4. Any and all non-privileged records in your possession, custody, or control related to the Davis Family Office, Limited Liability Company.

5. Any and all non-privileged records in your possession, custody, or control related to the FHT Holdings, Limited Liability Company.

6. Any and all non-privileged records in your possession, custody, or control related to any and all entities of which Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended, owns, in whole or in part, an interest therein.

7. Any and all non-privileged records in your possession, custody, or control related to any and all entities of which the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended, owns, in whole or in part, an interest therein.

8. Any and all non-privileged records in your possession, custody, or control related to any and all entities of which Christopher D. Davis is the owner, manager, director, or officer of such entity, which records concern any business or financial relationship between such entity or entities and the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000 and/or the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended.

9. Any and all non-privileged records in your possession, custody, or control related to: (1) Promissory Note, dated September 1, 2011; (2) Promissory Note (With Revolving Line of

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

Credit), dated April 4, 2013; and (3) Promissory Note (With Revolving Line of Credit), dated March 25, 2013 (collectively, the "Loans"), including, but not limited to: (i) the identity of any entity, trust, or individual who has received and/or benefited from any and all distributions pursuant to any of the Loans; (ii) the purpose of such Loans; (iii) the circumstances surrounding the distribution and use of the funds pursuant to any of the Loans; (iv) the repayment of any of the Loans; (v) the collateral for such Loans; and any and all other information related to the Loans.

10. Any and all non-privileged records in your possession, custody, or control related to any additional loans, lines of credit, or obligations currently held by the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended.

11. For any records withheld on the basis of privilege, please provide a privilege log in compliance with NRCP 26(b)(5).

SOLOMON | DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

AFFIDAVIT/DECLARATION OF SERVICE

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, _____, being duly sworn, or under penalty of perjury, state that at all times herein I was and am over 18 years of age and not a party to or interested in the proceedings in which this Affidavit/Declaration is made; that I received a copy of the SUBPOEAN DUCES TECUM on _____, 20___; and that I served the same on _____, 20___, by delivering and leaving a copy with _____ at _____.

Dated this ____ day of June, 2015.

By_____
Signature of Affiant/Declarant

SIGNED and SWORN to before me
this _____ day of June, 2015.

_____
Notary Public

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

SOLOMON DWIGGINS & FREER
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
TRUST AND ESTATE ATTORNEYS

EXHIBIT "A"

NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) Protection of Persons Subject to Subpoena

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

EXHIBIT "B"
CERTIFICATE OF CUSTODIAN OF RECORDS

STATE OF NEVADA)
)
COUNTY OF CLARK)

Case No.: P-15-084094-T

NOW COMES _____, (*name of custodian of records*) who after first being duly sworn deposes and says:

1. That the deponent is the _____ (*position or title*) of _____(*name of employer*) and in his or her capacity as _____(*position or title*) is a custodian of the records of _____(*name of employer*).

2. That _____ (*name of employer*) is licensed to do business as a _____ in the State of _____.

3. That on the ___ day of the month of _____of the year _____, the deponent was served with a subpoena in connection with the above-entitled cause, calling for the production of records pertaining to _____
_____
_____
_____.

4. That the deponent has examined the original of those records and has made or caused to be made a true and exact copy of them and that the reproduction of them attached hereto is true and complete.

5. That the original of those records was made at or near the time of the act, event, condition, opinion or diagnosis recited therein by or from information transmitted by a person with knowledge, in the course of a regularly conducted activity of the deponent or _____(*name of employer*).

Executed on: _____ _____
(*Date*) (*Signature of Custodian of Records*)

SUBSCRIBED AND SWORN to
before me this ____ day of June, 2015.

_____
Notary Public

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

Exhibit "2"

Anthony L. Barney, M.S., J.D., LL.M.
Attorney at Law
Licensed in Nevada and Idaho

Tiffany S. Barney, J.D.
Attorney at Law
Licensed in Nevada

Mary L. Martell, J.D.
Law Clerk

ANTHONY L. BARNEY, LTD.
A Nevada Professional Law Corporation

3317 W. Charleston Boulevard, Suite B
Las Vegas, Nevada 89102-1835
Receptionist: 702-438-7878
Fax: 702-259-1116

Neva Liebe
Administrative Assistant

Website Address
www.anthonybarney.com

E-mail Address
office@anthonybarney.com

May 26, 2015

Joshua M. Hood, Esq.
Solomon Dwiggins Freer, Ltd.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

Re: The Beatrice B. Davis Family Heritage Trust

SENT VIA US MAIL AND FACSIMILE at 702-853-5485

Dear Mr. Hood,

I am writing in response to your correspondence dated May 20, 2015. I have attached an extensive list of documents which you have received regarding the Family Heritage Trust ("FHT"), as well as a list of the documents which were attached to your opening petition. While I was disappointed with your firm's misrepresentation to the Court that you were "stonewalled" regarding loan information, collateral agreements and promissory notes, the list of previously provided to you with this letter clearly demonstrates that you have these documents already in your possession.

As you are fully aware, the loans of which you inquire were made to the Alaska Trustee, and therefore I would respectfully direct you to them for any further information that you desire. According to your recent petition, a mere $25,000 of the total amount of policy loans was provided to Dunham Trust Company ("Dunham"), while Alaska and Alaska USA allegedly received and distributed $2,164,744.68 as well as allegedly transferring all the assets of the FHT to Dunham. The contact information that I have for the Trustees is as follows:

Alaska USA Trust Company
P.O. Box 196757
Anchorage, Alaska 99519-6757
Phone: (907) 562-6544
Facsimile: (907) 929-6867
E-mail: www.alaskausatrust.com

Dunham Trust Company

c/o CHARLENE RENWICK, ESQ.
LEE, HERNANDEZ, LANDRUM,
GARFOFALO, ATTORNEYS AT LAW
7575 Vegas Drive, Suite 150
Las Vegas, Nevada 89128
Telephone: (702) 880-9750
Facsimile: (702) 314-1210

You may also consider writing directly to the custodian of the Ashley Cooper life insurance policy, which contact information was provided in your most recent petition to the Court.

In light of the clear divergence of views regarding your proposed order, I had hoped you would get back with me prior to your court submission to enable us to work out our differences. After I provided you with the Court's transcript, I was not informed of the submission of your proposed order until the day after it had been submitted to the Court with additional arguments and newly proposed case law. I am still hopeful that we are able to work in a more constructive manner in the future, and that you provide me with the same courtesies that I have extended to you.

If you have any questions, please do not hesitate to contact me.

Sincerely,

ANTHONY L. BARNEY
Attorney at Law

cc: Mark A. Solomon, Esq. via e-mail at msolomon@sdfnvlaw.com & Joshua M. Hood, Esq. via e-mail at jhood@sdfnvlaw.com.

c/o CHARLENE RENWICK, ESQ.
LEE, HERNANDEZ, LANDRUM,
GARFOFALO, ATTORNEYS AT LAW
7575 Vegas Drive, Suite 150
Las Vegas, Nevada 89128
Telephone: (702) 880-9750
Facsimile: (702) 314-1210

You may also consider writing directly to the custodian of the Ashley Cooper life insurance policy, which contact information was provided in your most recent petition to the Court.

In light of the clear divergence of views regarding your proposed order, I had hoped you would get back with me prior to your court submission to enable us to work out our differences. After I provided you with the Court's transcript, I was not informed of the submission of your proposed order until the day after it had been submitted to the Court with additional arguments and newly proposed case law. I am still hopeful that we are able to work in a more constructive manner in the future, and that you provide me with the same courtesies that I have extended to you.

If you have any questions, please do not hesitate to contact me.

Sincerely,

ANTHONY L. BARNEY
Attorney at Law

cc: Mark A. Solomon, Esq. via e-mail at msolomon@sdfnvlaw.com & Joshua M. Hood, Esq. via e-mail at jhood@sdfnvlaw.com.

DOCUMENT PRODUCTION: FAMILY HERITAGE TRUST:

Documents produced by Christopher Davis, Dunham Trust Company, and Mary Vance Esq.:

- Beatrice B. Davis Family Heritage Trust ("Family Heritage Trust")
- First Amendment to the Beatrice B. Davis Family Heritage Trust
- 1035 exchange forms dated 4/28/2011
- 1035 exchange forms dated 5/02/2011
- Original Security Agreement dated 04/01/2004 (including Exhibit A) securing payment on the three promissory notes of same date as well as the subsequent note dated 09/01/2011.
- Policy related statements for the original ALIP policy for quarters ending:
  06/30/2011 - 09/30/2011 - 12/31/2011
  03/31/2012 - 06/30/2012 - 09/30/2012 - 12/31/2012
  03/31/2013 - 06/30/2013 - 09/30/2013 - 12/31/2013
- Ashley Cooper Life International Insurer, SPC Policy ACLI 1105 8007 PC
  Endorsement No. 1 dated 8/12/2011
  Endorsement No. 2 dated 8/12/2011
  Policy Loan Request and Agreement dated 9/2/2011 relating to ACLI policy
  Collateral Assignment dated 9/2/2011 relating to ACLI policy
- Email from Paul Fordham dated 8/18/2011 with attachments showing policy loan schedules under both old and new policies
- Alaska USA Trust Company Statements of Accounts
  03/31/2014
  03/31/2013 - 06/30/2013 - 09/30/2013 - 12/31/2013
  03/31/2012 - 06/30/2012 - 09/30/2012 - 12/31/2012
  12/31/2011
- Policy Loan Request and Agreement (dated 9/1/11) relating to ACLI policy
- FHT Promissory Notes owed to the Trust:
  Originals of three prior notes dated 04/01/2004 for $500,000, $500,000 and $1,000,000 were rolled into the note dated 09/01/2011:
  Promissory Note dated September 1, 2011 for loan to Revocable Trust ($802,775.00)
  Promissory Note dated April 1, 2004 for loan to Beatrice Davis ($500,000.00)
  Promissory Note dated April 1, 2004 for loan to Beatrice Davis ($1,500,000.00)
- Promissory Note dated March 26, 2013 for loan to Christopher D. Davis ($75,391.20)
  Promissory Note dated April 4, 2013 for loan to Davis Family Office, LLC ($20,000.00)
  Correspondence from Ashley Cooper verifying the existence of outstanding loans.
- Security Agreement dated April 1, 2004

➢ ***Documents which were attached as Exhibits to Caroline Davis's opening petition:***

1 Family Heritage Trust 07/28/00
2 Jackson Co., Mo - Beatrice Davis Statement as to Death & Presentment of Instrument in Writing for Probate 05/18/12
3 Alaska USA Trust Company - Acceptance as Trustee 08/02/11
4 Alaska USA Trust Company - Resignation as Trustee 10/30/13
5 First Amendment to the Beatrice B. Davis Family Heritage Trust 02/28/14
6 Ashley Cooper Life International Insurer, SPC Policy ACLI 1105-8007 PC 07/28/00
7 Absolute Assignment to Effect A Section 1035 Exchange 05/02/11
8 Ashley Cooper Life International Insurer, SPC Policy ACLI 1105-8007 PC - Policy Loan Request & Agreement 09/02/11
9 Promissory Note - Beatrice B. Davis Revocable Trust to Alaska USA Trust Co. 09/01/11
10 Promissory Note - Davis Family Office, LLC to Alaska USA Trust Co 04/04/13
11 Promissory Note - Christopher D. Davis to Alaska USA Trust Co 03/26/13
12 ACLI Policy 1105-8007 Quarterly Statement of Transactions 09/30/11
13 Alaska USA Trust Co. Statement of Account for Acct 15501938 – January 1, 2011 through December 31, 2011 12/31/11
14 ACLI Policy 1105-8007 Quarterly Statement of Transactions 12/31/11
15 ACLI Policy 1105-8007 Quarterly Statement of Transactions 03/31/12
16 Alaska USA Trust Co. Statement of Account for Acct 15501938 January 1, 2012 through December 31, 2012 12/31/12
17 ACLI Policy 1105-8007 Quarterly Statement of Transactions 03/31/13
18 Alaska USA Trust Co. Statement of Account for Acct 15501938 – January 1, 2013 through December 31, 2013 12/31/13
19 ACLI Policy 1105-8007 Quarterly Statement of Transactions 06/30/13
20 ACLI Policy 1105-8007 Quarterly Statement of Transactions 12/31/13
21 ACLI Policy 1105-8007 Quarterly Statement of Transactions 06/30/14
22-23 (did not relate to FHT)
24 Delegation of Authority 03/22/07
25 Revocation of Delegation of Authority 9/23/14
26 Acknowledgement of Outstanding Pledged Loans from ACLP 1105-8007 By Dunham Trust Company 04/11/14

Exhibit "3"

STATE BAR OF NEVADA

STANDING COMMITTEE ON ETHICS AND PROFESSIONAL RESPONSIBILITY

Formal Opinion No. 41[1]
Issued on June 24, 2009

QUESTION

Confidentiality – What types of information about a client does Rule 1.6 restrict the lawyer from revealing?

ANSWER

ALL information relating to the representation of the client.

DISCUSSION

It is well known by both lawyers and clients that the rules of ethics governing lawyers prohibits a lawyer from revealing confidential client information without the consent of the client. This "confidentiality rule" is at the heart of the lawyer-client relationship[2] and has been embodied in the written rules of ethics since 1908.[3] The current Nevada rule is Rule 1.6 of the Nevada Rules of Professional Conduct. The general rule of confidentially is contained in Rule 1.6(a):

> *Rule 1.6. Confidentiality of Information.*
>
> *(a) A lawyer shall not reveal information relating to representation of a client unless the client gives informed consent, the disclosure is impliedly authorized in order to carry out the representation, or the disclosure is permitted by paragraphs (b) and (c).*

---

[1]This opinion is issued by the Standing Committee on Ethics and Professional Responsibility of the State Bar of Nevada, pursuant to S.C.R. 225. It is advisory only. It is not binding upon the courts, the State Bar of Nevada, its board of governors, any persons or tribunals charged with regulatory responsibilities, or any member of the State Bar.

[2]GEOFFREY C. HAZARD & W. WILLIAM HODES, THE LAW GOVERNING LAWYERS, §9.2 (3d ed. 2005).

[3]1908 ABA Canons of Ethics, Canon 6; 1969 ABA Mode Code, DR 4-101; and 1983 ABA Model Rules of Professional Conduct, Rule 1.6.

Rule 1.6(a) imposes a duty on all lawyers not to reveal information relating to the representation of their clients to anyone unless there is an applicable exception.[4]

The information protected by the lawyer's ethical confidentiality duty under Rule 1.6 is much broader than privileged information protected by the attorney-client privilege under NRS 49.185.[5] Comment [3] to ABA Model Rule 1.6 provides:

> *The principle of client-lawyer confidentiality is given effect by related bodies of law: the attorney-client privilege, the work product doctrine and the rule of confidentiality established in professional ethics. The attorney-client privilege and work-product doctrine apply in judicial and other proceedings in which a lawyer may be called as a witness or otherwise required to produce evidence concerning a client. The rule of client-lawyer confidentiality applies in situations other than those where evidence is sought from the lawyer through compulsion of law.*[6]

Rule 1.6 prohibits a lawyer from volunteering any information relating to representation of a client; the attorney-client privilege prohibits a lawyer from being compelled to reveal confidential communications between a lawyer and a client.[7]

In contrast to predecessor Rule DR 4-101[8], the language of Rule 1.6(a) has three remarkable omissions from the historical rule of confidentiality.

The first is the omission of the qualifier "confidential" between "reveal" and

---

[4] *McKay v. Bd. of Co. Comm'rs*, 103 Nev. 490, 746 P.2d 124 (1987); *Todd v. State*, 113 Nev. 18, 931 P.2d 721 (1977).

[5] *Eighth Judicial Dist. Court v. County of Clark*, 116 Nev. 1200, 14 P.3d 1266 (2000)(Agosti, Shearing, Leavitt dissent).

[6] Cited approvingly by *McKay v. Bd. of Co. Comm'rs*, 103 Nev. 490, 746 P.2d 124 (1987).

[7] GEOFFREY C. HAZARD & W. WILLIAM HODES, THE LAW GOVERNING LAWYERS, §9.2 (3d ed. 2005).

[8] This Rule was in effect in Nevada until 1986.

"information".[9] As a result, all information relating to the representation of the client is thereby made confidential.[10] Rule DR 4-101 protected the client from the lawyer's disclosure of "secrets", defined as: (1) information that the client "has requested to be held inviolate"; and (2) information that would be "embarrassing" or "likely to be detrimental" if revealed.[11]

The second remarkable aspect of Rule 1.6(a) is that the confidential information need not be information that is "adverse" to the client. Rule DR 4-101(B)(3) did not prohibit the disclosure of nonadverse client information.[12]

The final remarkable omission from Rule 1.6 is an exception for information already generally known or public. This element is contained in the Restatement's definition of "confidential client information", but omitted from Rule 1.6.[13]

Thus, the language of Rule 1.6(a) is so broad that it is – at least on its face – without limitation. Rule 1.6(a) requires that ALL information relating to the representation of a client is confidential and protected from disclosure. Even the mere identity of a client is protected by Rule 1.6.[14] The Rule applies:

1. Even if the client has not requested that the information be held in confidence or does not consider it confidential. Thus, it operates automatically;[15]

2. Even though the information is not protected by the attorney-client

---

[9] *Lawyer Disciplinary Bd. v. McGraw*, 461 S.E.2d 850 (W. Va. 1995).

[10] GEOFFREY C. HAZARD & W. WILLIAM HODES, THE LAW GOVERNING LAWYERS, §9.15 (3d ed. 2005).

[11] GEOFFREY C. HAZARD & W. WILLIAM HODES, THE LAW GOVERNING LAWYERS, §9.15 (3d ed. 2005). In fact, the Washington State Bar revised Model Rule 1.6 so that its Rule 1.6 reads: "A lawyer shall not reveal confidences or secrets relating to representation of a client..." *In re Disciplinary Proceedings Against Schafer*, 66 P.3d 1036 (2003).

[12] CHARLES W. WOLFRAM, MODERN LEGAL ETHICS §6.7.6, n. 92 (1986).

[13] RESTATEMENT (THIRD) OF THE LAW GOVERNING LAWYERS § 59 (2001).

[14] *In re Advisory Opinion No. 544 of the New Jersey Supreme Court*, 511 A.2d 609 (1986).

[15] GEOFFREY C. HAZARD & W. WILLIAM HODES, THE LAW GOVERNING LAWYERS, §9.15 (3d ed. 2005); *In re Advisory Opinion No. 544 of the New Jersey Supreme Court*, 511 A.2d 609 (1986).

privilege;[16]

3. Regardless of <u>when</u> the lawyer learned of the information – even before or after the representation;[17]

4. Even if the information is <u>not</u> embarrassing or detrimental to client;[18]

5. Whatever the <u>source</u> of the information; *i.e.*, whether the lawyer acquired the information in a confidential communication from the client or from a third person or accidentally;[19]and

6. (In contrast to the attorney-client privilege) even if the information is already generally known – or even public information.[20]

By a literal reading of Rule 1.6, even a laudatory comment about a client or the client's achievement may violate the letter of the Rule. However, the Committee believes that the absolute wording of Rule 1.6 is not literally meant to make <u>every</u> disclosure of the most innocuous bit of client information an ethical violation; but rather it is intended to strongly caution the lawyer to give consideration to the rule of client confidentiality – and whether the informed consent of the client should be obtained – whenever the lawyer makes any verbal, written or electronic communication relating to the client.[21] For example, a lawyer advising his or her spouse that the lawyer will be traveling overnight to a distant city to defend the deposition of Client A in case A vs. B, is technically the revelation of "information relating to representation of a client" without client consent.[22] The Committee suggests that common sense should be a part of Rule 1.6 and the lawyer

---

[16]*See Eighth Judicial Dist. Court v. County of Clark*, 116 Nev. 1200, 14 P.3d 1266 (2000)(Agosti, Shearing, Leavitt dissent)

[17]CHARLES W. WOLFRAM, MODERN LEGAL ETHICS §6.7.2, at 298 (1986).

[18]CHARLES W. WOLFRAM, MODERN LEGAL ETHICS §6.7.2, at 298 and §6.7.3, at 305 (1986); *In re Advisory Opinion No. 544 of the New Jersey Supreme Court*, 511 A.2d 609 (1986).

[19]Comment [3] to ABA Model 1.6; Restatement 3rd, The Law Governing Lawyers, §59 Cmt b; *In re Advisory Opinion No. 544 of the New Jersey Supreme Court*, 511 A.2d 609 (1986).

[20]GEOFFREY C. HAZARD & W. WILLIAM HODES, THE LAW GOVERNING LAWYERS, §9.15 (3d ed. 2005); *Lawyer Disciplinary Bd. v. McGraw*, 461 S.E.2d 850 (W. Va. 1995); Ariz. Ethics Op. 2000-11 (2000).

[21]*See* GEOFFREY C. HAZARD & W. WILLIAM HODES, THE LAW GOVERNING LAWYERS, §9.15 (3d ed. 2005).

[22]CHARLES W. WOLFRAM, MODERN LEGAL ETHICS §6.7.3, at 301 (1986).

should not be disciplined for a harmless disclosure.

The following are examples of common situations which raise issues under Rule 1.6(a) in the absence of client consent. They are offered – not as examples of Rule 1.6 violations *per se* – but as "food for thought" for all lawyers before communicating any information related to the representation of a client:

1. Phoning a client when the client is not at home and leaving a message about the representation on client's answering machine or discussing the matter with the roommate, or spouse of the client;[23]

2. Submitting a copy of the lawyer's client billing statements in support of an application for fees, such as a post-judgment motion or at the end of a probate;[24]

3. Submitting a client list (revealing the identity of the client) to a bank to support the lawyer's loan application;[25]

4. Listing some clients in a law firm brochure (revealing the identity of the clients);[26]

5. Processing a credit card payment (revealing the identity of the client) to the credit card company;[27]

6. Telling a story to friends about a recent trial without revealing the identity of the client or any other fact not contained in the public record of the case;[28]

---

[23] *People v. Hohertz*, 102 P.3d 1019 (Colo. 2004).

[24] There are generally two types of lawyer billing statements: (1) general "for services rendered" invoices that do not reveal the detail of the work performed; and (2) itemized statements that give a detailed description of all work performed by the lawyer on a date-by-date basis. For purposes of Rule 1.6, the difference does not matter. Even a general balance due invoice contains "information relating to representation of a client", including the fact that the client *is* a client, the client's address, the previous balance due to the lawyer, the amount of payments made by the client to the lawyer and the total billed to the client for the billing period.

[25] Ill. Ethics Op. 97-1 (1997).

[26] Iowa Ethics Op. 97-4 (1997).

[27] Utah Ethics Op. 97-06 (1997).

[28] GEOFFREY C. HAZARD & W. WILLIAM HODES, THE LAW GOVERNING LAWYERS, §9.15 (3d ed. 2005).

7. A lawyer taking a client file or batch of discovery documents to the local photocopy shop for copying;[29]

8. A law firm employing an outside computer tech support person to trouble shoot the firm's computer system;[30]

9. The auditing of insurance defense attorney billing statements by an insurance company auditor;[31]

10. A request for attorney billing statements by a homeowner to the lawyer for the homeowner's association;

11. A request for attorney billing statements by a disgruntled shareholder of a corporation represented by the lawyer in litigation;

12. A request for attorney billing statements under the Open Records Act[32] to a public entity represented by outside counsel;[33] and

13. The law firm's listing of its "best" clients in Martindale-Hubbell.

---

[29]ABA Formal Opinion 08-451 (2008).

[30]ABA Formal Opinion 08-451 (2008).

[31]D.C. Bar Ethics Op. 290 (1999); Amy S. Moats, *A Bermuda Triangle in Tripartite Relationship: Ethical Dilemas Raised by Insurers' Billing and Litigation Management Guidelines*, 105 W. Va. L. Rev. 525 n.58 (Winter 2003).

[32]Chapter 239 of NRS.

[33]Nevada's Open Records Act allows any person to inspect all public records which are not declared by law to be confidential. NRS 239.010. Where a request is made to a public body under the Nevada Open Records Act for inspection or copies of the billing statements of the public body's outside counsel, there is no question that mere invoices by the lawyer to the public body – without detailed descriptions of the work performed – contain "information relating to representation of a client". On the one hand, the lawyer may not allow an Open Records act inspection of the lawyer's billing statements. On the other hand, the public body is not governed by the Nevada Rules of Professional Responsibility. The public body must allow inspection of the lawyer's billing statements except to the extent that they are privileged under Nevada's attorney-client privilege statutes. NRS 49.035 – 49.115.

CONCLUSION

In view of the unrestricted language of Rule 1.6, all lawyers should pause and think before revealing any information relating to the representation of a client unless the client has given informed consent.

Ethics Opinion on Rule 1.6 Confidentiality 11-23-08.wpd
July 16, 2009

EXHIBIT U

EXHIBIT U

RESIGNATION, RELEASE, ACKNOWLEDGMENT, CONSENT AND INDEMNIFICATION AGREEMENT

This Agreement ("**Agreement**") is executed as of this 24th day of February, 2014, by and among Alaska USA Trust Company of Anchorage, Alaska ("**AUTC**"), Dunham Trust Company of Reno, Nevada ("**Dunham**"), Christopher D. Davis of Kansas City, Missouri ("**Chris**"), Caroline D. Davis of Seattle, Washington ("**Caroline**"), and Winfield B. Davis of Los Angeles, California ("**Win**") (Chris, Caroline and Win are collectively referred to herein as the "**Beneficiaries**"), and Stephen K. Lehnardt, in his capacity as "**Protector**" of the BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000 (the "**Trust**").

RECITALS

WHEREAS, AUTC is the currently serving trustee of the Trust and has stated that it is unwilling to continue to serve as trustee and wishes to resign;

WHEREAS, Article Eleven, Section 3.b. of the Trust grants the Protector the authority to remove and replace the trustee when a trustee is unable or unwilling to serve;

WHEREAS, Article Twelve, Section 7 of the Trust indemnifies the trustee of the trust from all liability in connection with its service as trustee, excepting only willful misconduct or gross negligence;

WHEREAS, Article Fourteen, Section 6 of the Trust authorizes the change of situs of the trust, upon the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under the trust, and the consent of any then-acting Protector and Trustee. Article Fourteen, Section 6 further authorizes the Protector to amend the Trust in writing so as to change situs, conform the terms of the trust so that it may achieve its purposes in the new situs; and

WHEREAS, Dunham is willing to accept its appointment as successor trustee to AUTC, expressly conditioned on the appointment of one or more outside (non-Dunham) investment advisors and/or investment trustees so that Dunham serves as a directed trustee under Nevada law.

AGREEMENT

NOW, THEREFORE, the parties hereto agree to and do hereby take the following actions:

1. Consent to Change of Situs and Amendment of Trust. The Beneficiaries hereby unanimously consent to changing the situs of the Trust from Alaska to Nevada, and further

unanimously consent to the amendment of trust by the Protector to reflect the change of sites, applicable law, provision required by Dunham, and other amendments as required to allow the trust to achieve its purposes, substantially in the form of First Amendment to the Beatrice B. Davis Family Heritage Trust attached hereto as **Exhibit 1**. AUTC and the Protector hereby consent to changing the situs of the Trust from Alaska to Nevada.

2. Removal of AUTC and Appointment of Dunham. Protector shall, effective February 24, 2014, take the actions described in the Memorandum of Action by Protector, substantially in the form of memorandum attached hereto as **Exhibit 2.1**, and shall issue written notices to AUTC and Dunham, substantially in the forms attached hereto as **Exhibit 2.2** and **Exhibit 2.3**, to remove AUTC as Trustee of the Trust, and Appoint Dunham as successor trustee of the Trust.

3. Acknowledgment of Indemnification of Trustee. AUTC, Dunham, and the Beneficiaries hereby acknowledge the provisions of the Trust which provide for the indemnification of Trustee from liability, excepting only willful misconduct or gross negligence.

4. Miscellaneous.

a. Independent Counsel. The parties hereto acknowledge and agree that each of them has had an opportunity to review this Agreement and all Exhibits and to seek its own independent legal counsel with respect to the legal consequences of entering this Agreement.

b. Attorney's Fees. In any action brought either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall determine to be appropriate

c. Entire Agreement. This Agreement shall not be modified, amended or changed in any respect except by written document signed by all parties hereto. This Agreement and all attachments thereto, contain the entire agreement and understanding of the parties and supersedes any and all prior negotiations, understandings and written agreements.

d. Interpretation/Venue. If any portion of this Agreement shall be held to be void or unenforceable, the balance thereof shall nonetheless be effective. This Agreement has been made and entered into in the State of Alaska and shall be governed by the laws of the State of Alaska. Venue for any dispute shall be Anchorage, Alaska.

e. Headings. The headings used herein are for convenience only, and shall not be construed as a part of this Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

f. Binding Effect. This Agreement shall bind and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties.

g. Counterparts/Facsimile Signatures. This Agreement may be executed in counterparts, which together shall constitute one instrument. The parties hereto agree to accept signatures transmitted by facsimile.

[REMAINDER OF THIS PAGE INTENTIONALY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ALASKA USA TRUST COMPANY

By: _____

Name: Janet K. Tempel

Title: Senior Trust Officer

DUNHAM TRUST COMPANY

By: _____

Name: _____

Title: Trust Officer

MANDATORY AND DISCRETIONARY BENEFICIARIES

_____
Christopher D. Davis

_____
Caroline D. Davis

_____
Winfield B. Davis

PROTECTOR of the
BEATRICE B. DAVIS FAMILY
HERITAGE TRUST, dated July 28, 2000

By: _____
Stephen K. Lehnardt, Protector

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ALASKA USA TRUST COMPANY

By:_____

Name:_____

Title:_____

DUNHAM TRUST COMPANY

By:_____

Name:_____

Title:_____

MANDATORY AND DISCRETIONARY BENEFICIARIES

_____
Christopher D. Davis

_____
Caroline D. Davis

_____
Winfield B. Davis

PROTECTOR of the BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000

By:_____
Stephen K. Lehnardt, Protector

mail-attachment.googleusercontent.com/attachm...
RELEASE AND INDEMNITY Funding Instructions - Single

DUNHAM TRUST COMPANY

By:

Name:

Title:

MANDATORY AND DISCRETIONARY BENEFICIARIES

Christopher D. Davis

Caroline D. Davis

Winfield B. Davis

PROTECTOR of the BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000

By:

Stephen K. Lehnardt, Protector

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ALASKA USA TRUST COMPANY

By:_____

Name:_____

Title:_____

DUNHAM TRUST COMPANY

By:_____

Name:_____

Title:_____

MANDATORY AND DISCRETIONARY BENEFICIARIES

_____
Christopher D. Davis

_____
Caroline D. Davis

_____
Winfield B. Davis

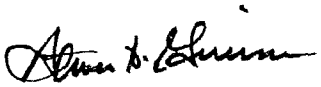
PROTECTOR of the BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000

By:_____
Stephen K. Lehnardt, Protector

EXHIBIT T

EXHIBIT T

Electronically Filed
09/18/2015 01:33:13 PM



CLERK OF THE COURT

TRAN

DISTRICT COURT

CLARK COUNTY, NEVADA

* * * * *

IN THE MATTER OF THE TRUST OF:	)	CASE NO. P-15-083867
THE BEATRICE DAVIS HERITAGE TRUST.	)	DEPT. NO. XXVI
	)	**Transcript of Proceedings**

BEFORE THE HONORABLE GLORIA J. STURMAN, DISTRICT COURT JUDGE

ALL PENDING MOTIONS

WEDNESDAY, SEPTEMBER 2, 2015

APPEARANCES:

For Caroline Davis: MARK ALAN SOLOMON, ESQ.
JOSHUA M. HOOD, ESQ.

For Christopher Davis: ANTHONY L. BARNEY, ESQ.
HARRIET H. ROLAND, ESQ.

For Dunham Trust Company: CHARLENE N. RENWICK, ESQ.

RECORDED BY: KERRY ESPARZA, DISTRICT COURT
TRANSCRIBED BY: KRISTEN LUNKWITZ

Proceedings recorded by audio-visual recording, transcript produced by transcription service.

WEDNESDAY, SEPTEMBER 2, 2015 AT 10:25 A.M.

THE COURT: P083867.

MR. BARNEY: Good morning, Your Honor. Anthony Barney on behalf of Christopher Davis.

THE COURT: Okay.

MS. RENWICK: Good morning, Your Honor. Charlene Renwick on behalf of the Dunham Trust Company.

THE COURT: Okay.

MS. ROLAND: Good morning, Your Honor. Harriet Roland on behalf of Christopher Davis.

MR. SOLOMON: Mark Solomon and Joshua Hood on behalf of Caroline Davis.

THE COURT: Okay. We've got several different motions. So I guess we need to discuss what's the best order in which to take them.

There's a Motion to Quash, which I think everybody agreed is best heard after the fact because we need to know what's going to happen otherwise going forward. So probably the order makes sense would be me to do the Petition for Reconsideration and then the Motion to Amend or Modify, to the extent that there's really any difference. They're really kind of overlapping and they're kind of the same thing, I think, but that probably is the order that makes the most sense, Mr. Barney.

MR. BARNEY: Okay.

THE COURT: All right.

MR. BARNEY: Thank you, Your Honor. It's always good to be here.

THE COURT: I'm sure.

MR. BARNEY: Well, I actually enjoy arguing before you, Your Honor.

THE COURT: Okay.

MR. BARNEY: First I want to just take you back to the Motion to Dismiss, because that's the Petition for Reconsideration upon which we're here today and I'll direct you essentially back to pages 10 and 11 of that Petition where I set forth the factors under NRCP 12(b) which was the lack of jurisdiction over the subject matter, lack of jurisdiction over the person, insufficiency of process, and the insufficiency of service of process.

Now, in that petition, I said: The petitioner, Caroline, is relying solely upon the validity of a purported amendment to an irrevocable trust which must be properly determined under Alaska law. Only after determination of the validity of the purported amendment to an irrevocable trust by an Alaskan Court could the Court properly rely upon the jurisdictional arguments raised by Caroline, as the petitioner, as the basis to assert jurisdiction over the trust.

And if the 1st amendment is invalid, then there's no basis upon which to assume the interim jurisdiction over the trust and without determining the validity of the purported amendment, petitioner, Caroline, seeks to bootstrap her request to the Court to take in rem jurisdiction by confirming Dunham Trust Company as the trustee of the trust without addressing the condition precedent, as you know, which is the validity of the amendment.

Okay. Or whether there was clear lack of service of process necessary to take in personam jurisdiction over Christopher Davis. Now it's pretty clear. I set forth the law in Nevada that if the Court doesn't have proper jurisdiction, that essentially it's authority is a nullity in regards to the order and the -- I'd first like to address the condition precedent which did not occur and therefore resulted in an invalid amendment to the FHT Trust. And because the condition precedent wasn't met, this Court is essentially without jurisdiction to further consider the matter. The change in trust is invalid if any one of the following are met: Whether or not the -- and if these are true, there isn't a proper change in situs and therefore a lack of the ability for this Court to take jurisdiction.

Number one is whether the Alaskan trustees if they

were not provided with independent advice and an opinion of legal counsel regarding the effects of the change in situs which would be contrary to the terms of the FHT; number two, whether the Alaskan trustee did not have the power to evaluate and offer as a change in trust according to the terms of the FHT; and, three, whether Taria [phonetic] Davis is a discretionary beneficiary at the time of the purported change in situs. Because all of these statements are true, the trust situs remains in Alaska and the Court is without jurisdiction.

We have no evidence to suggest that an Alaskan trustee was provided with an independent advice and opinion of counsel regarding the effects of the change in situs, which is contrary to the terms of the trust. In fact, it appears the mastermind behind all of the documents prepared in this regard was Mr. Lehnardt, the trust protector. One of the terms of the trust is essentially absolved with liability.

Now, it's interesting to note the absolution of liability on Mr. Lehnardt's part because when you look at the trust and you understand that the protections built into the terms of the trust were for the trust -- trustee itself to obtain independent advice. You realize that this is because of the fact that Mr. Lehnardt is essentially absolved of liability and so, therefore, any major change,

such as a change in situs, would be one in which the trustee would have to obtain independent counsel on.

It's for this reason that the Alaskan trustee was tasked with getting their own legal opinion prior to agreeing to the change in situs or the transfer. One would expect that the Alaska trustee to have signed the 1st amendment indicating that the opinion or the advice of legal counsel had been obtained prior to the change in situs, however if you look at the 1st amendment, purportedly Dunham Trust Company is listed as the trustee agreeing to the situs change in the 1st amendment, not the Alaska trustee from whose jurisdiction the trust would be transferred from.

The Nevada trustee, Dunham Trust Company, which is allegedly put forth as the new trustee under the 1st amendment, does not indicate whether they reviewed an opinion of counsel and I've spoken with counsel. They didn't review an opinion according to her that there was such an opinion provided [sic]. Furthermore, it appears that instead they indicated that they relied solely upon the trust protector that all the consent had been obtained.

So, Dunham Trust, if you look at their response, they said that we relied, essentially, upon all of the ref -- all of the recommendations, essentially, that were set forth by Mr. Lehnardt, which, ironically, is not before

this Court because accordingly his acts didn't rise to the level that would require jurisdictional [indiscernible] and yet the plan that he masterminded and had essentially different beneficiaries sign, not all of which -- well, the facts to my knowledge, none of which were represented by counsel, supposedly, one of those individuals, Christopher Davis, there is sufficient to take jurisdiction over him as the trust advisor. There really is no evidence before this Court that such an independent opinion of counsel was really obtained and, in fact, enormous evidence presented by Caroline under Alaska law to suggest that it did not.

This is one of the cases where, Your Honor, I've ask that the Alaska trustees be considered an indispensible party and yet Caroline is actually the one that makes the points well for me. We are arguing Alaska law, whether or not they retain sufficient jurisdiction after their alleged resignation, whether or not they had the ability to change situs under their powers after the alleged resignation and yet, at the same time, Caroline's arguing that they're not a necessary party to this even though we're arguing about all of the issues that go into the condition precedent as to whether or not this trust was properly changed and its situs.

The Alaska trustees are necessary parties for factual determinations of their potential liability

regarding their records. They were the trustees for 13, I believe 14 years, and yet all of the records that are being requested which, admittedly by Caroline, are in their possession. They just believe that there's another copy somewhere held by a beneficiary. Okay? Christopher Davis.

It does prove that the condition precedent was not met though in order to transfer the jurisdiction of the FHT to the situs of Nevada.

Now the next question is this: Did the Alaskan trustees have the power to evaluate and authorize a change in situs according to the terms of the FHT? Well, I guess that depends on how one interprets Alaskan law and that's what we're reduced to is trying to determine what an Alaskan Court would say with regard to whether or not the trustee in Alaska retained the powers to change in situs because we know not all of the powers have been changed, according to their statute.

Caroline argues that the Alaska trustee retained the duties to transfer the situs and therefore they did; however, I ask the Court: What evidence is there to suggest that such a transfer was properly incurred? And the trustee -- the Alaska trustee did not sign the 1st amendment and we don't have any evidence to suggest that anyone other than the trust protector may have seen an opinion and, in fact, we even offered inferior evidence

that -- we've offered e-mails and so forth.

Now, if an opinion existed, why not just produce the opinion? And if the opinion is produced, why was it produced and not produced originally? And, if this opinion is produced, whose attorney was it? Was it Lehnardt's attorney? Because that's not what the trust calls for. He's absolved of liability. Was it an independent counsel for the trustee? According to my discussions with Dunham, they never saw it. They were just relying on Lehnardt. According to the affidavit that was filed by the Alaskan trustee, she doesn't say she's -- saw an opinion and she had every ample opportunity to say: I saw the opinion and here's my declaration. And she's silent.

The reality is it's more like what was referred to by Mr. Solomon in court. They made the situs change and then they went out and got an opinion and those are his words. Okay. I'm paraphrasing of course.

Now, it's clear that if this was the case, and if we were to believe Mr. Solomon's recitation of the facts, that the trustee didn't obtain independent advice and there's a breach of the terms of the trust, Taria [phonetic] Davis is the next question. Is Taria [phonetic] Davis a discretionary beneficiary at the time of the purported change in the trust?

I set forth, Your Honor, at length, the reading of

the trust. And, Your Honor, I've got to tell you, it's 110 pages of very small print and I've read it many, many times. The reality is that in order to understand this trust, you've got to read the whole thing. I know that as attorneys, oftentimes, you know, we want to cherry pick. We want to pick one provision that looks good and that's essentially what Caroline has done. She's cherry picked a provision and actually not even cited the full provisions of Article 8 to demonstrate that she is defined as a surviving spouse living with the primary beneficiary.

Because all of the statements are true, the trust situs remains in Alaska and this Court lacks jurisdiction. It's clear that if you look at -- and I'm more than happy, Your Honor, to discuss the various matters regarding the trust, but the most salient parts of the trust showing forth that Taria [phonetic] is the beneficiary of the trust are set forth in Article 8.

We don't dispute that Article 14 sets forth the qualifying period. I think that's pretty clear. All of the provisions from Article 3 all the way to the end refer to that qualifying period. What is the salient point is: Who are the primary beneficiaries? Now the primary beneficiaries, it's very clear, are set forth by Beatrice herself. She says: It's my kids. It's my children's spouses. It's my descendants and it's any other person

that qualifies under the terms of the trust.

There's only one qualifying provision to become a primary beneficiary of the trust and that's on 14. And even that provision, Your Honor, isn't the 10-year requirement that they're alleging. If you read the term closely and you look at part A at 14 that's referenced by J.

THE COURT: Right.

MR. BARNEY: It's very clear that if there's an involuntary separation, that 10 years isn't really 10 years and the reason we know is because the interest that's held by an after adopted or a potential child of the marital union, his share is retained. His or her share is retained in trust. And the reality is when you look at that and you understand that their share is retained no matter what, you understand that there is a share arising right there under the qualifying period. We know it. We know it does because it's defined that the trustee must do it.

The trustee is given great discretion in this trust. The purported trustee, we don't believe Dunham Trust is the correct trustee in this, but they're alleging that Taria [phonetic] is a beneficiary. I do agree with the argument, I just don't agree that they're the trustee right now because of the fact that the 1st amendment, it was -- was not validly executed under the terms of the trust

because the condition precedent was not met.

It's further known, when we look at the trust itself, that we have a situation where the issues with regard to a share of the trust are important and if you look at Article 8, which is probably the most salient point that we're looking at, Article 8 indicates that a spouse that receives a share, which is limited, for health, education, and maintenance, and support, is limited even in that share unlike you would -- unlike it's clear from earlier provisions at Article 3 that a qualifying person's share is taken from the general trust, not from any specific shares.

So we know that a primary beneficiary's share is taken from the general trust. It's not taken subject to anybody else's share and yet, in Article 8, that's exactly what's called out. There's a new definition of a spouse that's being qualified. That spouse is one that -- who is living with the primary beneficiary and also who has a narrow, limited, discretionary standard to health, education, maintenance, and support. And it's actually even --

THE COURT: But is a spouse --

MR. BARNEY: -- more narrow than that.

THE COURT: -- even entitled to anything unless they meet the qualifying period?

MR. BARNEY: They absolutely are.

THE COURT: The qualifying period, to me, looks like it's pretty clear. It defines spouse:

An individual is a spouse. If such individual is the then current spouse of a child --

MR. BARNEY: And who is that?

THE COURT: -- and --

MR. BARNEY: That would be Cheryl, his first wife.

THE COURT: Correct. Following the signing and date of this trust. If an individual enters into a valid marital union as defined in Paragraph A of this section with a child of mine or a beneficiary of mine, following the sign and the date of the trust, then such individual may --

MR. BARNEY: That's the qualifying --

THE COURT: May.

MR. BARNEY: -- spouse. You're right.

THE COURT: May qualify as a spouse if the marital union exists continuously for a period of 10 years and if the individual is not legally separated.

I mean, so I think we've got a valid point that Taria [phonetic] -- that until Taria [phonetic] meetsthat qualifying period she doesn't have any rights.

MR. BARNEY: No. She's -- what would Taria

[phonetic] be qualifying for then, Your Honor, if it's only a share to be taken from a primary beneficiary's share? What would she be qualifying for?

THE COURT: Under D.

MR. BARNEY: No.

THE COURT: 8D

MR. BARNEY: No.

THE COURT: I don't think she's got any right to anything until she qualifies.

MR. BARNEY: She wouldn't -- but what would she be qualifying for? A limited standard that's set forth under Article 8? That would be absurd because essentially what we're saying then is Taria [phonetic], even after you qualify, your share is subject to a discretionary standard of health, education, maintenance, and support but only after the share is allocated and the trustee looks at the needs of the primary beneficiary.

THE COURT: Right.

MR. BARNEY: So what would she be qualifying for because clearly what Beatrice is saying early on is that the beneficiaries of this are her when she qualifies, but until she qualifies, she has a limited discretionary standard and that's very clear.

THE COURT: Well, I guess the concern that I have here is that your position, if I understand your position,

is it leaves this trust somewhat adrift because it is -- the issues that were raised by Dunham were very valid concerns. They were like: Well, what do we do? Because if what -- if the position that your clients are taking, Mr. Barney, is that this was all done invalidly, then there are all these people out there who have done work in good faith acting, believing that they were acting for this trust who got claims, who have performed services, and this trustee is a putative trustee. They're acting on the assumption that they were properly appointed. They're -- all of a sudden, they have this fiduciary duty still even though they're not properly appointed, apparently, according to you, and they're like: But what are we going to do? Who -- how do we administer this trust if you would leave it an orphan? It would be -- not be subject to the jurisdiction really of any state. It would not be subject to the management of any trustee. It's just out there adrift and --

MR. BARNEY: It would be --

THE COURT: -- that's my concern.

MR. BARNEY: Well, and I disagree with the Court's characterization because that's not what I'm asking for. I'm asking --

THE COURT: Well what are you asking for?

MR. BARNEY: I'm asking that Alaska be brought in

as an indispensible party. If not, it needs to be dismissed. The Alaskan Court needs to determine and appoint a trustee.

There -- this issue of having the trust adrift, a Court appoints all the time a trustee for a trust. There really is no issue with regard -- and if you want to talk about adrift, it was actually the actions of Mr. Lehnardt that left it adrift. We have resignations supposedly by the Alaskan trustee only holding certain requirements. We already know it's been adrift. We're not asking that it be put into the adrift mode. It was already put in adrift by the actions that occurred. And that therein lies the liability for the Alaska trust.

THE COURT: So you're -- you believe that this trust, it needs to -- jurisdiction is properly in Alaska, --

MR. BARNEY: Yes.

THE COURT: -- and that the Alaska Court needs to deal with this, and what are they going to be doing? This is the concern is that all of this activity has gone on in the last, I don't know, 18 months or however it's been here in Nevada and we're -- what we're going to hale people into court in Alaska who have in good faith been dealing with this trust here in Nevada thinking that they were -- that it had been properly transferred here to Nevada? I mean, I

just -- what's the jurisdiction of the Court over them there? None.

MR. BARNEY: Well, here's the thing. When we don't have jurisdiction and this case is a perfect example. They've actually filed suit out in Missouri and do you know why they filed suit in Missouri, Your Honor? Because when they raise the issue that they're trying to get jurisdiction over Christopher as -- in his capacity belonging to the revocable trust and other capacities, they realize: You know what? We can't get that here so we're --

THE COURT: Oh no. They're -- that's clear. That's --

MR. BARNEY: -- going to file suit in the --

THE COURT: That's clear. I mean, I don't think anybody's disputing --

MR. BARNEY: They can file suit here.

THE COURT: That's Missouri. That's Missouri. But, you know, he's at least got contacts with those states. I don't see --

MR. BARNEY: you're right. It doesn't --

THE COURT: -- any contacts that anybody has with Alaska.

MR. BARNEY: Except that the trust is set forth under the laws of Alaska and unless the condition precedent

is met, you can't change those --

THE COURT: Okay.

MR. BARNEY: -- to Nevada and the reality is -- and let's go back to the issue of Taria's [phonetic] beneficiary status. Back to part A.

Part A is very clear that if a spouse is married, in this case to Christopher, and she's living with him, okay, and it's redefined. We know that' a term of art. If it just said spouse, it would have just said spouse. Okay? It wouldn't have a qualifying and living with him. And it wouldn't have the qualifier and, oh by the way, the interest that you get is limited not as a primary beneficiary, which Beatrice announced is going to apply to her children, their spouses, and any other after qualified person, but this standard is much different. This is one that says while you're qualifying, you get this limited standard, but only after the needs of, in this case, Christopher are met.

THE COURT: Okay. Well I guess -- and here's the thing. This is a Motion for Reconsideration. So the only thing I can look at is there something new or has there been an error made previously? So the new is we now have Taria's [phonetic] affidavit, which we didn't have before. We've got it now. So, it's helpful because it tells us that she's been married to this guy for two years. That's

an important point.

MR. BARNEY: And that she didn't consent to a transfer of the situs to Nevada and doesn't even believe that it's here.

THE COURT: Okay. All right. With all due respect, it doesn't matter what she believes.

So, the other question that I have then is the -- what's new or not previously considered by the Court? You make an argument that the Court can't just take jurisdiction over some things but there is lots of case law in Nevada that says it is appropriate to go forward with discovery on jurisdictional issues. You can proceed with discovery on jurisdictional issues where there's this argument about whether there is proper jurisdiction over somebody for personal jurisdiction to bring somebody in litigation. It's in the context of --

MR. BARNEY: I'd be --

THE COURT: -- corporations, --

MR. BARNEY: -- to address that.

THE COURT: -- everything else.

MR. BARNEY; I'd be happy to address that.

THE COURT: So, really, it's a question of -- as I said, somebody has to take jurisdiction over this thing so we can resolve this issue of where is jurisdiction? That's what I think we're doing here.

MR. BARNEY: One last thing.

THE COURT: So, okay. So it's your position that it's Alaska. Okay. Fine. Thank you. Okay. We're --

MR. BARNEY: So, let's talk about --

THE COURT: -- good.

MR. BARNEY: -- jurisdiction then. The issue with regard to whether or not this Court can take in rem jurisdiction.

So, aside from the fact -- and on page 36 of the trust:

> A distribution to or for the benefit of a beneficiary shall be charged to the trust as a whole rather than against the beneficiary's ultimate share.

Which demonstrates again that the lesser discretionary standard under Chapter 8 absolutely applies to Taria [phonetic]. Let's look about -- even if the condition for precedent -- condition precedent for change of situs was met, okay, let's assume arguendo that it was. The trust must then determine if the jurisdiction is proper over the trust as proceeding in rem under 164010, which the evidence just doesn't support.

Because there was a lack of evidence, this Court adopted Mr. Solomon's theory that this Court could take jurisdiction as a constructive trust. That was the argument raised by him. However, a court must first obtain

jurisdiction prior to constructing a trust under the legal remedy of constructive trust. No sooner had this Court adopted this theory than Caroline objected on her theory and another theory, apparently, in her Motion to Amend.

Now, assuming for argument sake, that this Court found a basis for in rem jurisdiction because according to Caroline's pleadings, they are not seeking in personam jurisdiction over Christopher. The Court granted discovery rights to Caroline over Christopher in his purported role as investment trust advisor under 163.55555 [sic]. Okay?

However, 163.5555 is a derivative jurisdiction after trust has been brought under the jurisdiction of Nevada under 164.010. And that's highly contested, obviously, in this matter, Your Honor. Because of its derivative nature, 163.55555 [sic] can only be asserted upon actions arising out of a decision made by the advisor. There's no evidence to suggest that the decisions were made by the advisory -- by this advisor.

And, in fact, if you look at the arguments, they're asserting that about 1 percent of all the policy loans, which, by the way, are secured by the trustee, okay, those supposedly occurred here. I've spoken with Dunham Trust. Christopher had no import in that. They received those apparently for their fees. So he didn't make any decisions regarding that money that would arise in Nevada

and that's clearly something that needs to be looked at in, you know, in the case of Dunham.

Now, it's interesting because the mastermind of this whole thing is Mr. Lehnardt who apparently -- his name is all over the documents, supposedly he reached out to an attorney that was his own attorney. He is, by nature, an attorney himself and he devises that -- we have a declaration from Christopher saying that this essentially is the case and yet, after all of those actions, he's not here because under 163.5555, apparently there's nothing that gives rise to those actions and yet there is for Christopher whose name apparently he put on these documents and who apparently didn't have any contact with Dunham with regard to the $2,500 [sic] in terms of distribution or anything.

So, the question remains with Christopher, what acts could have arisen even in his role as investment trust advisor that would operate to give the Court jurisdiction? And what it really means is this Court's jurisdiction under 163.5555 is strictly limited to the rest which arises out of a decision made by the trust advisor who clearly isn't present here.

Now, while it's clear that the transaction on behalf of the FHT were designed and orchestrated by Mr. Lenhardt, he's not here and Christopher supposedly is;

however there was no evidence to suggest that Christopher was subject to this Court's derivative jurisdiction and a clear lack of service to this Court to assume in personam jurisdiction. I mean, that was clearly absent. There is no in personam jurisdiction here.

Now during the court hearing, this Court indicated it was taking jurisdiction in his role as investment trust advisor. And I asked the Court repeatedly to be clear because I want to know how to help the client understand the Court's order. I was very concerned about the dismissal of Mr. Lehnardt and then this Court's assertion of jurisdiction over Christopher because Caroline had requested jurisdiction over Christopher in various other capacities, none of which were related to Nevada. This Court was very clear during the hearing about the extent that it would allow Caroline to seek documents; however, during the pendency of the final order, Mark Solomon submitted an ex parte letter to this Court seeking a more expansive order than had been announced.

I immediately sent a letter to Mr. Solomon concerning this ex parte -- or an e-mail to Mr. Solomon concerning this letter and the nature of this communication because the letter was replete with new case law that had never been argued in the court.

Now, Your Honor, I understand. I have a law clerk

that used to work for the courts. I understand that oftentimes the judges make revisions to orders and they delegate that to law clerks and other staff and then they report back and I don't think that this Court truly looked at this in any type of aggressive or negative nature; however, what's clear is that Mr. Solomon's letter was submitted ex parte.

Now, he says it was a mea culpa. I -- he says -- and I've got to trust him at his word that -- but one of the concerns that I had was I wrote a letter to the Court because I understand under 2.9 of the Judicial Rules of Conduct that I'd be given the ability to brief or answer, at least have a responsive request to those, because I have the right to respond and my letter went completely unanswered.

And then what essentially was generated by the Court was an interlineated order which even created more vagueness because everyone read the order a little bit different and you couldn't tell if it was an "or" or an "an". I wasn't sure if it was a comma or if it was referring to the handwritten interlineation above it, if those apply to both roles because clearly the second role was one that was not stated during the oral arguments as being a role that he would be required to comply with and that was of the FHT Holdings. He's an officer of the

company. It's the trust that owns it. He wasn't served with in personam jurisdiction for any of these requests that were being made.

As I look at this, it's clear from all of the voluminous arguments about the Alaska trustee and whether or not they had juris -- you know, the ability to change situs and it's clear from the order and also from the trust itself that something's gone awry because we have a situation now where not only have the conditions precedent been ignored to try to change the trust situs, but we're trying to exclude somebody as a beneficiary. And in my attempt to try to respond to the ex parte letter that was submitted and -- and, really, I wanted to take away the taint that appeared on this letter that was delivered to the Court in hopes that I would be able to respond appropriately. That's all I was asking was to be able to respond before a final order was entered and I wasn't given that opportunity.

And, Your Honor, I don't know to what degree this was delegated and I'm not even going to make assumptions because you've always treated me with great respect in this court and I've never felt like you've ever done anything untoward towards me with regard to, you know, my arguments and my presentation in this court, however, it is clear from the evidence that is here that there isn't proper

jurisdiction over Christopher Davis in this matter. There isn't proper jurisdiction over the trust. They admit that they never even sought in personam jurisdiction. There are no acts that he could be alleged of committing that would give rise to even a derivative jurisdiction under 163.5555.

THE COURT: Okay.

MR. BARNEY: And, therefore, our Motion to Dismiss should be granted.

THE COURT: Thank you.

MR. BARNEY: Thank you, Your Honor.

THE COURT: With respect to the position that Dunham Trust is taking, as I said, I think some interesting issues were raised. So, counsel, do you want to address those briefly?

MS. RENWICK: Yes, thank you, Your Honor.

We set forth a very, very limited response and I'd just like to reiterate: We take no position on the Petition for Reconsideration.

Our concern here is that, you know, in the event that the petition is granted with respect to the Court's order related to that, or even if the petition is denied, we'd like a reaffirmation from the Court's prior ruling in the earlier hearing that the Dunham Trust has been acting in good faith as the directed trustee and based on its reliance that the trust situs was changed pursuant to the

terms of the trust, as represented by the trust protector, Mr. Lehnardt.

A couple of clarifying points, Mr. Barney mentioned a $25,000 distribution from the trust. The $25,000, Your Honor, was not a fee paid to Dunham Trust. That amount was actually used to pay Mr. Lehnardt's fees and his attorneys' fees. We've -- I believe my client has already provided an accounting of that to Ms. Davis' counsel. To the extent that that's required again, we're certainly happy to produce it, but at no point did Dunham Trust take a $25,000 fee for its services is my understanding based on what the client has produced to me.

THE COURT: Okay.

MR. BARNEY: Your Honor, I stand corrected then on that point. It was my understanding that those fees were paid to Dunham Trust, but it sounds like it's -- those fees have also been taken by Mr. Lehnardt, a party not a party to this action.

THE COURT: Okay. Thanks.

MS. RENWICK: And, again, coming back to those fees, one of the points we raised in our position is: What is Dunham Trust's role then? That's what we're trying to get some clarification --

THE COURT: Exactly.

MS. RENWICK: -- on. We'd like a comfort order at

this stage, given the dispute as to whether or not Dunham Trust can continue acting as the directed trustee and perform its duties, which includes paying the administrative expenses of the trust, including the fees that have been submitted by the trust protector for his own fees as well as his attorneys' fees, which do involve this dispute. That also involves Dunham Trust having to retain counsel and obviously its attorneys' fees. So that's one of our underlying concerns is: Well, where do we go from here? And --

THE COURT: Right.

MS. RENWICK: -- what is our role?

THE COURT: understood.

MS. RENWICK: So that's what we're seeking clarification on, Your Honor.

THE COURT: Mr. Solomon.

MR. SOLOMON: Thank you, Your Honor. May I address our Motion to Amend at the same time because, --

THE COURT: Yes.

MR. SOLOMON: -- as you observed, it's really the same --

THE COURT: And Mr. Barney did address it.

MR. SOLOMON: -- thing?

THE COURT: Yeah.

MR. SOLOMON: It just makes logical sense to do

that. I appreciate it.

I'll try not to be as long as Mr. Barney, but -- we can get through this, but I think my arguments are pretty clear.

THE COURT: He made a good record.

MR. SOLOMON: And I know you've read our brief.

I think factual background is really important because I know we're talking about jurisdiction --

THE COURT: Correct.

MR. SOLOMON: -- here but if you -- but you really need to get the gist of why we're here and what we're trying to accomplish.

You know, Beatrice created a fairly sophisticated estate plan before her death in January of 2012. Mr. Barney alluded to the revocable living trust that was dated 1990. Caroline and Mr. Barney's client were 50/50 beneficiaries under that revocable trust. Mom wanted everything to go 50/50 to her kids. In fact, Caroline is entitled to outright distributions of at least the nonexempt share of that trust, but it's now three and a half years after her death and we haven't received a dime, not a dime.

Now Caroline was originally a co-trustee of that trust, but in 2007, five years before mom died, mom became incompetent. And so, the kids, Chris and Caroline, took

over as co-trustees under the terms of that trust and they agreed between them that Chris would do all the financial details with respect to mom's estate and Caroline would take care of all of the healthcare issues. And Caroline executed a delegation of authority making Chris, in essence, all the power of the trustee of the revocable trust and that was done March 22, 2007. Caroline was -- she is an attorney still. She's now a mediation attorney, but in 2013 she owned a nonprofit in the doing court appointed advocacy for indigents and was very busy doing that. Chris was the business person so he took care of the business.

And then in addition to the living trust, we have the trust that we're dealing with here today which is the Family Heritage Trust. That's also -- let's see. That was dated 2000 and it was amended, as you know, by the 1st amendment, February 24, 2014, and Caroline is an equal 50 percent beneficiary of that trust also under Article 8, Section 1.

Now, the trust's own entities -- we knew about the Family Heritage Trust owning FHT Holdings, LLC, and we believe, although we've never been able to get confirmation because of what I'm going to tell you next, that the revocable trust owns the Davis Family Office, which is a Missouri entity.

We knew that in -- even before mom died, we knew that loans were being taken, but we didn't know a lot of details and after, -- and, frankly, Caroline didn't care because mom was still alive. But after mom died and she became a current 50 percent beneficiary of all of mom's estate, she started asking Chris: What's going on? What's going on with these loans? What are they being used for? Are you getting -- why am I not -- am I getting any benefit from these? And wouldn't talk to her. Wouldn't tell her anything.

So, she hired counsel in Washington, a lady named Vance, Mary Anne Vance, to obtain the information and she started corresponding with Chris and they got nowhere. And then they retained my firm and we reached out to Dunham on August 21st, 2014, who very cordially provided everything they had at that point at least.

Then we sent a letter to Chris dated August 26th, 2014 requesting information, documentations regarding the loan. No response. We sent a follow-up correspondence on September 23rd, 2014. No response. And then finally I get a letter from Harriet Roland here who tells me that she's been retained and that she has received a slew of documents from Chris, she's in the process -- boxes of them. In the process of reviewing them. She's outlining the various entities. She was creating this diagram and spreadsheet to

show the interplay between the estate planning entities and that she would share all of that with me when she had it done. Then all of a sudden, I get another letter from Ms. Rowland saying Chris has told her not to cooperate and not to provide us any information. And that's the genesis of having to file the petition here.

Now, we don't have a lot of information regarding these loans and all we've sought in this petition, other than asking the Court to assume jurisdiction so you can give us this relief, at least at this point, is information about these loans. We know there's a $4,000,000 line of credit on a $35,000,000 policy held by the Heritage Trust. We know or knew at some point that there was roughly 2,000,000 plus or minus borrowed against that line of credit. We don't know why the loans were made. Was there any benefit to Caroline as a 50 percent beneficiary in these loans? What was the money used for? Is there any security for the loans? What's the status of the loans? Have any payments been made on the loans? What's the current balances of the loans? Are the borrowers in a position to ever repay it? Are there any new advances on the loans?

We got an e-mail recently from Harriet Roland that said in 2014 there was a contemplated loan again to Chris individually, to the revocable trust, and to the Family

Office, but we don't know if that went through. Were those loans -- were any of the loans that are outstanding ever extended? Were -- for thOSE current loans and what was that money for? Are any of the loans in default? Has there been any collection efforts?

All stuff we're entitled to know and we're being totally stonewalled by the -- by Chris, frankly, because he's the one --

THE COURT: Okay. Well, what's really relevant here because this is a Motion for Consideration is: Was there an error by the Court previously? That's what I asked Mr. Barney and his position is you can't take a constructive -- make this a constructive trust and -- or, B, you don't have any jurisdiction.

So, with respect to those issues, the new evidence, as I said, that was significant to me, now we have this affidavit which indicates plain as day that, yes, while Christopher -- there may not have been notice to his wife, the question is how is that relevant? It's kind of a valid concern. I mean, it -- I read it the way you read it, which is spouse is a specific term of art in this trust. There's a reference to a spouse in Chapter 14, Section 6. If you're going to be changing the situs, then you have to give notice to all eligible beneficiaries, but if you look at the definition of who the beneficiary in

Chapter 8, it references spouse, but you have to look at how spouse is defined. Spouse is defined in 14 (4)(J) as somebody who has been married 10 years.

I mean, I don't see that --

MR. SOLOMON: Yeah. Can I walk --

THE COURT: -- there's any other definition for it. It's --

MR. SOLOMON: Your Honor, it will take me two minutes.

THE COURT: -- pretty clear.

MR. SOLOMON: I know it's a long trust. It will take me two minutes to walk you through the key --

THE COURT: Yeah.

MR. SOLOMON: -- provisions of the trust that show that Mr. Barney's argument about primary and secondary beneficiary are simply incorrect. Can I take the time to do that?

THE COURT: Sure.

MR. SOLOMON: Thank you. Do you have a copy of the trust?

THE COURT: I do.

MR. SOLOMON: Great. All right. What we start with page 3-1, --

THE COURT: Yes.

MR. SOLOMON: -- which is Article 3. It says --

it's: My Lifetime Beneficiaries. That's the title of the article.

THE COURT: Correct.

MR. SOLOMON: And then you get down to the first full paragraph, it's about an inch. It says:

> During my lifetime, except as otherwise provided in this instrument, the beneficiary to this trust shall be my children, my children's spouses, my children's descendants, and any other natural person added as a beneficiary pursuant to other provisions of this trust agreement -- of this agreement which permits such persons to be added as beneficiaries.

Now, that included, at the time that it was done, Cheryl Davis who was then currently married to Chris because Beatrice was alive and it's during her lifetime and she was [indiscernible] calls her a primary beneficiary, but she was a beneficiary and she might as well been a primary beneficiary during her lifetime, but that changed.

THE COURT: Correct.

MR. SOLOMON: And that changed on Section 11 on --

THE COURT: Correct.

MR. SOLOMON: -- 3-10.

THE COURT: Right.

MR. SOLOMON: There --

THE COURT: Because mom dies.

MR. SOLMON: -- it says: This lifetime trust shall terminate upon the death of the trust maker --

THE COURT: Exactly.

MR. SOLOMON: -- and the principal and any -- and undistributed net income shall be distributed under the articles that follow below.

THE COURT: Yeah.

MR. SOLOMON: All right. So then you go below. The first thing you come to is Article 8 on 8-1. In Section 1 of that, the first paragraph, it says:

All trust property not previously distributed in the terms of my trust agreement, shall be divided into equal, separate shares so as to create one equal share for each of my then living children and one equal share for each of my deceased children.

There were no deceased children. So that means Chris and Caroline. Right? So now we know under the post lifetime trust, it's in two shares.

You go to Section 3, which is on page 8-2, first paragraph, about halfway down. I won't read the whole paragraph. It says:

During the lifetime of the named beneficiary of any share, Chris and Caroline again, such named beneficiary shall be the primary beneficiary of such

share.

So that means Caroline and Chris are the only primary beneficiaries of this post lifetime trust.

Then you go to page 8.4. And this is the only status that Taria [phonetic] would have at this point and it says:

> Distributions for primary beneficiary, spouse, and descendants. My trust may make distributions from the trust chair of a primary beneficiary to or for the health, education, maintenance, support of a spouse of a primary beneficiary if the spouse is living with the primary beneficiary.

Well, first of all, it can't be a former spouse at that point because --

THE COURT: Correct.

MR. SOLOMON: -- not living with him. So that gets rid of the argument that they raised for the first time about --

THE COURT: Yes.

MR. SOLOMON: -- Cheryl in the Reply.

All right. Then we turn to 8-13, Subsection 4. That tells us what happens at Christopher's death. It says:

> Upon the death of Christopher Davis, any property remaining in his trust share shall be divided and

allocated to the then living descendants of Christopher Davis [indiscernible], blah, blah, blah.

His wife no longer becomes a beneficiary. If she ever qualified under the trust, Taria [phonetic] would lose her rights upon his death because then it goes down to his issue.

All right. Then we turn to the definitions, which referring to page 14-1. It says:

For the purposes of this agreement, the following words and phrases shall be defined as follows:

Now Mr. Barney spends an inordinate amount of time on paragraph A but paragraph A has nothing to do with this case.

THE COURT: No.

MR. SOLOMON: This is dealing with descendants and spouses of descendants --

THE COURT: Right.

MR. SOLOMON: -- to become even -- it has nothing to do with this case.

And the key provision that Your Honor's already read is the definition of the -- on J of 14-4 where it says: Before Taria [phonetic] can qualify, she has to be married 10 years. She's not a beneficiary. There's no way under the trust you can construe it to say that she's a current beneficiary and that's important because if you

turn to Article 14, Subsection 6, it says:

> Changing the situs of the trust, except as expressly provided herein, the situs of this agreement or any sub trust established hereunder may be changed by the unanimous consent of all beneficiaries then eligible to receive mandatory discretionary distributions of net income.

Not Taria [phonetic]. Okay. But let's now move to the other points because the same paragraph goes on and it says:

> With the consent of the acting protector and the trustee thereof, which would have been Alaska USA at that point, which shall be given only after the trustee is obtained advice of counsel as to the tax and other consequences of a change in situs.

THE COURT: Now, Mr. Barney's point that he doesn't think that the affidavit of the Alaska trustee adequately lays out that she did, in fact, have advice.

MR. SOLOMON: It probably doesn't and I wish I knew that was an issue at the time that I got it because we didn't, but what we do have is -- first of all, we start with a proposition, Your Honor, and this is where Mr. Barney has it completely backwards. The trust amendment is presumed to be valid. He has the burden --

THE COURT: To prove.

MR. SOLOMON: -- to prove otherwise. So the lack of evidence is his problem, not ours, --

THE COURT: Okay.

MR. SOLOMON: -- number one.

THE COURT: Right. So, just for the record, it's Janet Tempel, T-E-M-P-E-L.

MR. SOLOMON: Yes.

THE COURT: Who is -- who was the Alaska trustee, who signed her declaration saying: Once I provisionally resigned, I just waited to be told what was going to happen and then I signed the final paperwork because it was -- then it was final.

MR. SOLOMON: But let's take a look at a document --

THE COURT: In February.

MR. SOLOMON: -- that answers most of the questions all by itself that this Court has had the whole time and that Mr. Barney repeatedly ignores and that is Exhibit 5 of the Objection. My Objection to his Petition for Reconsideration.

THE COURT: The resignation?

MR. SOLOMON: To his Petition for Reconsideration.

THE COURT: Oh.

MR. SOLOMON: I misstated that. Our Objection to

his Petition for Reconsideration. Exhibit 5. It's called a Resignation, --

THE COURT: Right.

MR. SOLOMON: -- Release, Acknowledgement, Consent, Indemnification.

THE COURT: Yeah.

MR. SOLOMON: Okay?

THE COURT: I've got that.

MR. SOLOMON: That was also dated February 24th, 2014. First recital whereas AUTC, and that's Alaska USA, is:

> The currently serving trustee of the trust and has stated that it is unwilling to continue to serve as trustee and wishes to resign.

A recital saying they're currently the trustee. And then on page 2 at the top of that -- right before paragraph number 2, the last sentence of paragraph number 1, number 1, it says:

> AUTC and the protector hereby consent to changing the situs of the trust from Alaska to Nevada.

Okay? Then we have as Exhibit 6, the following exhibit, an e-mail from Dennis Briswan [phonetic] who says in the second paragraph:

> In 1999 and 2000 or so, I assisted attorney Lehnardt in consulting and document drafting and his

representation of B. Davis. This year, which means 2014, I was retained by Mr. Lehnardt in acting in his capacity as trust protector to provide limited support in changing the trust situs from Alaska, where I'm also licensed to practice, to Nevada. I communicated with both trust companies in documenting the transfer consistent with the terms of the trust and the requirements of the new jurisdiction trustee, provide an opinion of counsel with documentation supporting trust protector action.

And then he says it concluded.

Yesterday, we contacted Mr. Briswan [phonetic] and asked him to get us a copy of the opinion, and we got it, and we filed it yesterday. And here is the opinion letter and counsel has it.

Your Honor, may I approach?

THE COURT: Okay.

MR. BARNEY: Your Honor, I'm going to object -- when did this get filed?

THE COURT: Yeah, I don't --

MR. SOLOMON: It got filed yesterday and I have a file stamped copy of it. You were served --

MR. BARNEY: And --

MR. SOLOMON: -- electronically.

MR. BARNEY: And with regard to this, has it been

authenticated? I mean, let's -- and is it an opinion for the trustee or is it an opinion that Lehnardt got from his counsel --

MR. SOLOMON: Your Honor, --

MR. BARNEY: -- because we're right back in the same --

MR. SOLOMON: -- counsel can make all the arguments that he wants during his time.

THE COURT: Okay.

MR. SOLOMON: I didn't --

THE COURT: Okay.

MR. SOLOMON: -- interrupt him.

THE COURT: Okay. Thank you.

MR. SOLOMON: The opinion is dated February 24th, 2014, also the same day. It's made to all applicable parties addressed to it. In the third paragraph it says:

> FHT requires, quote, advice from counsel as to the tax and other consequences in a change of situs, citing Article 14, Section 6.
>
> First sentence of the next paragraph: Nevada, in my opinion, meets the requirements of an appropriate jurisdiction for FHT.
>
> And then the next paragraph at the bottom, second sentence:
>
> This opinion may be relied on by the law firm of

Lehnardt and Lehnardt, LLC, and the trustee of the FHT Trust, a -- it may not otherwise be relied upon by others.

THE COURT: It's not addressed to the trustee, but -- it says to all applicable parties [indiscernible]. That doesn't -- it's not -- it's addressed to Mr. Lehnardt.

MR. SOLOMON: Well, --

THE COURT: To his law firm.

MR. SOLOMON: -- it's sent to Mr. Lehnardt. It's to everybody else.

Your Honor, again, he has the burden of proving that this 1st amendment was not regular. Every indication shows that it was. If he can produce evidence that they didn't have this in hand, then that's [indiscernible] story, but that's his burden.

THE COURT: But that gets us to the point of your motion, which is, at this point in time, there's now sufficient evidence for the Court to just assume jurisdiction and the question is what jurisdiction are you asking the Court to assume?

MR. SOLOMON: I'm asking the Court to assume full jurisdiction over the trust. You have a presumptively 1st -- valid 1st amendment that was -- I'll also say, Your Honor, and I will answer your question the way you posed it, but how can Chris raise this argument? He signed it all. He

acted upon it. We don't have Taria [phonetic] here. We don't have somebody who didn't consent to all this coming in here and trying to undo it.

THE COURT: Right.

MR. SOLOMON: We have the very person who signed and consented to all of this and who acted upon it, and who assumed a role, an relied upon it to everybody's detriment coming in here now and saying: Oh, I'm not going to give you the information and you can't make me, Your Honor, because you don't have jurisdiction over me.

THE COURT: Well, that was my point about then you're leaving the trust adrift. So, yeah.

MR. SOLOMON: Yeah.

THE COURT: Okay. Fine. So, --

MR. SOLOMON: So, I'm asking Your Honor because -- and I'm a -- I don't know if this has been mentioned, but I think you know, it was in our brief, they filed an appeal already from your order that they're asking to be reconsidered.

So, we're under a *Honeycutt* Motion at this point.

THE COURT: Right.

MR. SOLOMON: Because that's all we're limited to.

I'm asking this Court to enter an order that says based on the document that you -- evidence presented so

far, you're assuming jurisdiction over the trust.

Now, I will also point out that -- and this came as a surprise to me. You'll recall that when we were here for -- originally arguing the Motion to Dismiss, Mr. Barney stood up and started making all of his arguments about Taria [phonetic], and this opinion letter, and the lack of consent and I said: These are all the first time I've ever heard of any of this stuff. And, at the time -- apparently he filed a Reply two days before the hearing electronically, but we did not have possession of it and this Court expressly said you didn't even have a copy of it at that point.

And so, when we got into this thing, Your Honor was concerned about some of these issues. We hadn't had opportunity to address them like we now have in our Petition to Amend and I threw out the word constructive trust and it turns out that it's pretty darn close. The doctrine is a little bit different. It's called de facto trust and there's a ton of authority throughout the country that allows a Court to assume jurisdiction of a de facto trust. It's been recognized in Washington, Alabama, New York, Oklahoma, Oregon. You can just Google the term and find a ton of cases on it, including the *Matter of Irrevocable Trust of Michael McKean* 183 P.3d 317, a Washington appellate case in 2008.

And the doctrine basically says: A person is a de factor trustee where the person assumed the office of the trustee under a color of right or a title and, two, exercised the duties of the office. A person assumes the position of a trustee under color of right or title where the person asserts, quote, an authority that was derived from an election or appointment no matter how irregular the election or appointment might be. A de facto trustee's good faith actions are binding.

And I don't even think we're there. I think that was probably what the order should have initially said, but, at this point, when we got -- we've disposed of Mr. Barney's arguments that Taria [phonetic] didn't get notice, that -- and there's supposedly no proof of -- that Alaska USA consented or that there was any opinion given.

The opinion -- the provision of the trust does not require in any way, shape, or form that the trustee obtain an independent attorney opinion. It just says the trustee has to obtain advice from counsel. And we have evidence that that occurred and whether or not they want to contest it is their problem, but they haven't met their burden of showing it didn't happen or the presumption that it's a valid and regular transfer and -- of situs pursuant to a valid amendment.

THE COURT: So what's the -- who -- what's the

jurisdiction over? Because, as I said, there's a lot of case law in Nevada that says you can do discovery to establish jurisdiction -- questions of jurisdiction. So we've now addressed the questions of jurisdiction to the Court's satisfaction and the -- perhaps we were inartful in our terminology in taking jurisdiction saying let's do discovery and find out who has got jurisdiction because otherwise, as you said, this de facto trust, you leave a trust adrift. So you're going to find out who's got jurisdiction. We've now satisfied ourselves that this Court has jurisdiction, what is that jurisdiction over?

MR. BARNEY: Your Honor, is there a new theory being advanced here because de facto --

THE COURT: Okay. I listened to you for a half an hour, Mr. Barney.

MR. BARNEY: Okay.

THE COURT: You'll get a chance.

MR. SOLOMON: It is not a new theory. Your Honor, I'll respond to that.

THE COURT: Okay.

MR. SOLOMON: it was I misstated constructive trust. It should have been de facto trust. That's all I'm trying to make a point of. It's the exact same theory that the -- that Your Honor stated and articulated and that is we -- all the parties got together and they all agreed in

good faith to sign documents that had recitals saying it was all proper and transfer the trust, hire Dunham Trust who accepted it, who acted in good faith, and started administering the trust, Christopher took over the position of investment manager and, as a result of that, became the sole manager of an LLC, a Nevada LLC, and has been managed here for a year and a half. That is a de facto trust. That is a -- what Your Honor intended to say is a constructive trust.

But we now say and we are now requesting in our Motion to Amend that this Court alter or amend the order and assume jurisdiction over the trust under NRS 164.010 and find that the transfer of the trust situs was consistent with the trust terms. That's what we think we're entitled to.

We are asking this Court to certify its intent to so modify its June 24th, 2015 order so that the appeal initiated by Christopher can be remanded back to this Court for the entry of an order granting the relief in our Motion to Amend. And that's required, as Your Honor knows, under *Foster versus Dingwall* and *Honeycutt versus Honeycutt*. But that's what we're requesting with respect to that.

Now, can I move on with respect to -- well, we're also asking for sanctions, Your Honor, under 7.60(b). Your Honor knows that the Court has authority to grant sanctions

when an attorney or a party without just cause presents to the Court a motion which is obviously unnecessary and unwarranted, nothing -- each and every one of the issues that Chris has regurgitated in this Petition for Reconsideration is demonstratively wrong or false. The only thing new that he's added is Taria's [phonetic] affidavit, which is irrelevant because of the very reason that we've already discussed. Her consent was not required to transfer situs. Alaska USA was the acting trustee at the time in which the agreement of transfer was executed, and an opinion of counsel was obtained, and Cheryl was not the beneficiary to the trust at the time the situs was transferred.

We're asking for an award of our attorneys' fees for having to oppose this essentially frivolous, unnecessary, and unwarranted Petition for Reconsideration.

THE COURT: Thank you.

MR. SOLOMON: I think we still have a protective order that they're seeking [indiscernible].

THE COURT: Yeah.

MR. BARNEY: Your Honor, I just want to address obviously a few of the issues that Mr. Solomon raised.

First, I don't have the burden. It's his Petition to Establish Jurisdiction under 164.010. It's his burden to prove that jurisdiction is proper based upon the

condition precedent. It's not my burden. I didn't bring the petition, Your Honor. He did. And, therefore, it is not my burden and that is clearly an error in this matter.

He has lots of questions. He says: I want to know about this policy, I want to know about that policy, I want to know about this policy loan. Ask the Alaska trustee, ask the custodian of the policy. Issue them a subpoena. That's what I do, Your Honor. If I've got an out of state defendant, I issue an out of state subpoena, but it's clear that their burden is to prove that this was done properly so that they can obtain jurisdiction under 164.010.

Now, this argument about de facto trustee, this is the first argument. Again, it's like the last hearing. It's a new argument raised at the hearing itself. If the Court is inclined to take jurisdiction, I want the ability brief this. I want the ability to respond to what I didn't get to respond to before, which was his additional arguments that he inserted and successfully getting put interlineated into the order.

As to Taria's [phonetic] status as a beneficiary, he's argued at great length that Taria [phonetic] and Christopher were beneficiaries and that's been my argument all along. They were beneficiaries. While these loans were given, he was a beneficiary. The terms of the trust

don't even require him to account for the prior acts of the Alaska trustee. He can't even be required under the terms of the trust and yet that's what this is about.

And, in fact, if you look at the pleadings, this is about to verify, according to them, what documents they already have in their possession. That's improper and it's abusive.

Now, with regard to Taria [phonetic] as a beneficiary, Mr. Solomon quoted 8.2. He says:

> During the lifetime of the named beneficiary of any share, such named beneficiary shall be the primary beneficiary of such share. Thereafter, if the share is subdivided into separate shares for my descendants or otherwise, the person for whom the separate share is established shall be the primary beneficiary thereof.

So there's more primary beneficiaries. And what is the primary beneficiary? The primary beneficiary is somebody who ultimately qualifies.

Now, the qualification he set forth, he says: Well, let's look at J. He doesn't really refer to A. We know absolutely it does. In J, it refers exactly to A to define what a marital union is and that marital union is actually defined as something less than 10 years if there's an involuntary separation. So, this argument that this qualifying period had -- is simply so that she can get a

discretionary share after the primary shares are [indiscernible], then there's no reason to qualify. There --

THE COURT: Well, here's the problem. I --

MR. BARNEY: -- just simply isn't.

THE COURT: She wasn't married to him when mom died. Was she?

MR. BARNEY: No, she was not.

THE COURT: So, --

MR. BARNEY: And we haven't addressed Cheryl's --

THE COURT: So she --

MR. BARNEY: We haven't addressed Cheryl's issue at all.

THE COURT: -- wasn't married to him when mom died. So she's --

MR. BARNEY: And --

THE COURT: She has to start all over with the sections that have to do with after mom dies and I just -- respectfully, Mr. Barney, I think you're wrong on that. I disagree with you on your analysis of that. I have read all 110 pages. I agree with you. You've got to read the whole thing. I don't understand why Mr. Lehnardt wrote it the way he wrote it, but it's very thorough.

MR. BARNEY: Are you --

THE COURT: Interesting.

MR. BARNEY: -- saying Mr. Lenhardt wrote the trust?

THE COURT: It says on the front he did.

MR. BARNEY: Okay. So, -- no, that's good. I just want that fact for the record because Mr. Lehnardt isn't here.

THE COURT: Correct.

MR. BARNEY: He --

THE COURT: It says right here: This Family Heritage Trust prepared for Beatrice Davis by Stephen K. Lehnardt and Kenneth Ziskin and Stan Miller.

MR. BARNEY: And Mr. Lehnardt isn't here under 163.5555.

THE COURT: Right. And then it gives you the law firm names Miller and Schrader, Kenneth Ziskin Law Corporation, and Lehnardt and Lehnardt, LLC.

MR. BARNEY: Thank you, Your Honor.

THE COURT: So, this was drafted. She had very thorough -- I mean, people in multiple states giving her advice on her estate plan. It's an interesting trust. I -- she had very definite ideas about what marriage was. Anyway, so, I just disagree with you and --

MR. BARNEY: Well --

THE COURT: -- I -- as I said, the only new evidence that you've given me is this -- now we have this

affidavit from Taraja [phonetic] or whatever her name is.

MR. BARNEY: No, --

THE COURT: It helps. It actually helps because --

MR. BARNEY: We have new evidence in the form of supposedly all of the arguments that they're trying to prove with regard to whether or not there was an opinion. Okay. They're the ones that --

THE COURT: And do you --

MR. BARNEY: -- [indiscernible] and they have the duty. They have the duty because they have the burden. Okay?

THE COURT: And we do not have the affidavit of the previous trustee. So those are two things that we didn't have before that we now have.

So that's what I have to look at. What have you given me that's new that would tell me -- and with all due respect, when somebody gives me a Motion for Reconsideration and the Reply brief to the Motion for Reconsideration is 63 pages long, I have to say to myself: How could I possibly have been mistaken about something if it takes them 63 pages in the Reply brief to explain to me how I was wrong about something that was so clear I shouldn't have gotten it wrong the first time? I, you know, -- it's insane.

MR. BARNEY: Your Honor, please --

THE COURT: And, I mean, I had a law clerk --

MR. BARNEY: -- understand --

THE COURT: -- whose father was a federal judge and who used to say to me I wouldn't read this, my father wouldn't read this, because it's over 30 pages. And I always told him, with all due respect to his father who is a federal judge and he has a lifetime appointment and I don't, so I still read things. So I read the 63 pages and I -- seriously, how can there be anything so clear that I obviously got it wrong if it takes you 63 pages in a Reply, not even in your original motion, to tell me how wrong I am?

MR. BARNEY: Well, Your Honor, let's first consider what that 67 pages is. It's my Reply. It's my Objection. And the Objection also -- and the Reply deal with issues that actually subsequently were withdrawn by Mr. Solomon at my request concerning Rule 11 Motion and --

THE COURT: Okay. All right.

MR. BARNEY: -- he withdrew those from that. So, you can kind of understand why when somebody spends numerous pages withdrawing what he says from the record and that it's really two pleadings in one, I think you can get to understand that we're kind of dealing with all of the misrepresentations that were made about me, which clearly

were because they were withdrawn.

THE COURT: Okay. Well, so -- as it's been pointed out, technically this has been appealed. So we have -- it's essentially a *Honeycutt* motion, but the point is in Nevada there is substantial case law that says you can do discovery on jurisdictional issues and I would cite you to the two most recent cases being *Viega*, V-I-E-G-A, 328 P.3rd 110 -- 1152 and *Fulbright Jaworski*, 342 P.3rd 599 or 597. I can't even read my own -- 997.

Like I said -- as you said, my handwriting is very poor. It's difficult to read. So, I can't even read my own handwriting but these are two cases decided in May of last year and February of this year and they talk about this concept. In Nevada, we'll let you do discovery to see if you can establish your jurisdiction.

So that's what we allowed to have happen here. I understand your argument that the Court shouldn't have taken jurisdiction and maybe called the constructive trust because that's like a different form of a remedy, but, as I said at the time, my concern was you're leaving this trust adrift while we try to figure out discovery because over here we've got -- people, who everybody admits are acting in good faith as they act as trustees. Nobody said anything about Dunham other than, yes, they were administering it appropriately and we don't know if

anything's gone wrong with them. I mean, they're just over here and they're like: What are we supposed to do? Because now you're telling us that we're not properly appointed.

Somebody has to take jurisdiction and take this in their hands and say: Okay, figure out what state we're going to go forward in because otherwise you've got a trustee sitting over here managing things without any authority and it's just a big mess. Somebody has to take jurisdiction.

So, if the Court takes jurisdiction and you're saying it's wrong because it's not technically a constructive trust, okay, fine. As I said, I think Nevada case law says I can take jurisdiction. It's not in the context of a trust. It's in the context of corporate litigation and the law firm -- an out of state law firm and figure out whether there's jurisdiction here. And that's the purpose and intent of taking jurisdiction initially was to figure out jurisdiction.

I -- your reconsideration now, though it's technically on appeal, so all I can say is advisory. What I would do, with all due respect, I'm not inclined to reconsider this because I think that the evidence that's been provided only shows more specifically that Taraja [phonetic] is not entitled to any kind of notice, that the

people who were entitled to notice got notice and signed off on it, and we have this dispute over whose burden of proof it is. Yes, I understand that they have the initial burden of proving it, but then when you're challenging it and saying, no, you didn't meet these standards, then it's your burden of proof and the evidence you've given me is that Taraja [phonetic], who married this guy after his mother died, so it's the trust after his mother dies, I don't think she's entitled to anything. I think that's the way it reads. So I don't think she's entitled to this kind of notice.

So, I think we're good going forward with jurisdiction here. I think the people who had notice got notice and they got the advice that they needed.

MR. BARNEY: Well, Your Honor, --

THE COURT: And that would be my inclination. If this is sent back, would be to say: Now having had jurisdictional issues addressed, which is what the Court was intending to have done, which is what we're allowed to do under these cases, do jurisdiction and to the -- to determine who had -- do discovery to determine who has jurisdiction. We have to take jurisdiction over this trust in order to do so and perhaps Mr. -- I was wrong in accepting Mr. Solomon's description of that as a constructive trust. Technically, you're right. It's not a

constructive trust, but we needed to somehow assume jurisdiction on some temporary basis to allow this jurisdictional discovery to take place.

Now we've got some additional information and, frankly, the additional information makes me more convinced than ever that this is where the jurisdiction is because I believe that the trust was properly changed to a Nevada trust with the full notice to the people who were entitled to get it under Section 14-6 and I think it's a Nevada trust now.

So, --

MR. BARNEY: Your Honor, --

THE COURT: -- that would be my inclination if it is sent back from the Supreme Court would be to say: Yes, I think discovery has shown us that this is where this case belongs.

MR. BARNEY: And, Your Honor, I want to reserve time for my co-counsel obviously in this case because she hasn't had an opportunity to address the Court, but I -- I'm looking at Article 8 and you're saying: Well, it was a term of art, spouse. I agree with you. It actually was a term of art. So why in Article 8 is it defined again as living with the primary beneficiary? If it's a term of art, you don't need to redefine it. Actually --

THE COURT: No. You have a preliminary

qualification. A spouse is somebody who has been married to them for 10 years and who is living with them. That's the additional definition. It's not a separate definition or a new definition. It's the overlying definition for the entire case, for the entire trust, is 10 years and then you have other qualifiers through -- for other -- at other stages of the trust.

MR. BARNEY: Yeah, and let me address -- let me address what --

THE COURT: I'm done. I'm just done. We're done. I mean, you've had an hour. We've made, I think, a very good record here.

MR. BARNEY: Well, --

THE COURT: I'm done.

MR. BARNEY: I know, but, Your Honor, there is an issue. He's saying in his description of spouse, he's actually going forward and he's saying: Look, this spouse is one of two things. At the time of the signing, which is Cheryl, and he's saying that everything terminates at the time of the lifetime trust. If it terminates, then the following sections indicate that there's supposed to be a distributed share that's supposed to be passed out to the then beneficiaries.

So, I don't think that that's what it means. I think that the trust continued on because if we were to

take that argument then we have to argue essentially that Cheryl is a beneficiary and that she was entitled to notice and the reality is that's --

THE COURT: No, she's not, because she -- because the additional qualifier, she's no longer living with him. She's no longer his -- by definition, his spouse, because spouse is defined -- that marriage was terminated and the way it's defined in this definition is --

MR. BARNEY: But that's not how it's defined in the trust for the distributed share.

THE COURT: Okay.

MR. BARNEY: And that's very clear, Your Honor, from the terms --

THE COURT: It --

MR. BARNEY: -- of the trust.

THE COURT: And here's the thing. If that marital union exists continuously for a period of 10 years and the individual is not legally separated from the person under a decree of divorce or separate maintenance. She's no longer qualified as a spouse. She was divorced. Cheryl doesn't have any rights.

MR. BARNEY: Well, we respectfully can disagree on that point.

THE COURT: Okay. I think we're going to.

MR. BARNEY: Yeah.

THE COURT: So, at this point, let's just wrap this up.

MR. BARNEY: Okay. Well, --

MS. ROLAND: Your Honor, in all due respect, may I have just a couple of minutes of the Court's time if I --

THE COURT: Okay.

MS. ROLAND: I understand you're frustrated and I won't reargue Mr. Barney's points.

THE COURT: Okay.

MR. SOLOMON: Is this on the same motion or is this on the --

THE COURT: I've got no idea what it's on.

MR. BARNEY: It's the same motion.

MS. ROLAND: This -- it actually overlaps [indiscernible], Your Honor.

First of all, just to clarify a couple of statements. All of the -- the revocable trust is currently in, as Mr. Solomon stated, in dispute in Missouri. The -- all of the family LLCs and the Davis Family Office are also entities created and administered in Missouri. Presumably, those will be called into that Court if the lawsuit goes forward there.

Mr. Solomon stated and just oversimplified that Caroline is a half beneficiary of the FHT. That -- potentially, she's half, but it's subject to when's -- to

Christopher's issues remainder interest because, at this point in time, Caroline has no remainder interest. I -- no issue to take the remainder interest on her part. So it's not a 50/50.

With regard to the loans, and presumably some discovery would go forth on those, but those are loans taken by the Alaska trustee and some of the money was then loaned to Christopher and to other beneficiaries by the Alaska trustee. It wasn't a matter of Caroline participating in those loans or how that impacted her interest because the trustee borrowed it from the insurance policy. Those are questions for after the death of one of the beneficiaries as far as how any outstanding loans would be allocated.

Dunham has not put forth anything before this Court and or -- discussions with Dunham would indicate that none of the loans are in default and that there are no questions with regard to those loans. And the trustee is certainly authorized to go forward and would even -- before this Court took jurisdiction, to protect its own rights in those particular loans.

With regard to the documents in my possession, Mr. Solomon characterized them as boxes. Unfortunately they're electronic boxes. So the discovery in this is a bit more than just going through boxes of papers. I wish it were

that -- that it would be that simple.

With regard to the revocable trust, back to that just to [indiscernible] issue, Caroline was also -- and is also a one-half trustee to that trust. She had trustee powers over that trust -- over the revocable trust and does, even though she delegated them to Christopher under another document that's before the Court in Missouri.

With regard to the FHT loans, Caroline at any time, could and can still request loans from a trustee of the FHT. She has -- to our knowledge has never requested loans. The fact that Christopher required loans from the trustee --

THE COURT: But I'm -- how is any of this relevant to the issue of my reconsideration because, again, it's on appeal. The Court can say I'm wrong and then you're back here --

MS. ROLAND: No, Your Honor. I --

THE COURT: -- [indiscernible].

MS. ROLAND: -- agree. It isn't. I'm just housekeeping as far as some of the statements that Mr. Solomon made.

THE COURT: Okay. Okay.

MS. ROLAND: And I think because you're done, I'm done at this point, too.

MR. BARNEY: Your Honor, am I going to be given

the opportunity to brief these new arguments because he's made this argument about this de facto jurisdiction that he's now raised? I didn't get a chance to address the constructive trust and ended up having to file an appeal. I would at least like to brief this because we don't have an order, frankly, right now that is clear and he wants to go forward in a deposition tomorrow against my client with an order that is --

THE COURT: Right.

MR. BARNEY: It sounds like this Court --

THE COURT: All right.

MR. BARNEY: -- has said is not correct as it regards constructive trust.

THE COURT: Right. Well, here's the issue. It's on appeal. So all I can say is what would I do if it's remanded. If it's remanded, I would indicate that -- my intention would be to say I think that our purpose here was to do sufficient discovery to figure out what the jurisdiction is; does this Court, in fact, have jurisdiction?

And I think we now have sufficient discovery to answer that question in the affirmative and I think this Court does have jurisdiction. I think that the two things that we needed were the two affidavits, that of the Alaska trustee and that of the spouse of Christopher, both of

which answer any questions that we had about notice and/or the right to notice.

And I think Taraja [phonetic] didn't have the right to notice. The trustee indicates that she was acting in any authority she felt she had retained. So I think we're done. So I think there's jurisdiction here. If it's remanded, we can take complete jurisdiction.

So what have we got right now? We've got -- what we've got is limited jurisdiction that we took at the time because we weren't going to -- and that's all it can go forward on because you -- it's on appeal and it wasn't stayed, so they can go forward on -- to the extent that we took -- the Court said, yes, I'll take jurisdiction. And I thought what we told you guys at the time was we're taking this jurisdiction to figure out -- let me see here.

All right. Christopher has been directing the trust in Nevada and everybody involved has relied on this amendment as being proper. There's no affidavit that there's any other beneficiary that existed at the time of the 1st amendment was signed. And that's been satisfied. To my satisfaction, there is no other -- there is nobody else.

So the Court has jurisdiction, quote, as a constructive trust. If that's a technical error as a matter of law. On remand, the Court can address that and

say you're right, it's not technically considered a constructive trust, but you needed some sort of jurisdiction to allow discovery to be done so that we could address this issue of who's got this jurisdiction. Now I'm satisfied that we have jurisdiction, so if it's remanded, I would take complete jurisdiction.

On the Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust is granted. The petition to assume jurisdiction over Christopher Davis as an investment trust advisor is granted without prejudice.

If we've got figured out that there was no jurisdiction, then naturally they can still get out of it.

The Court further ordered Petition to Assume Jurisdiction over Stephen K. Lehnardt was denied until a more definite statement was filed.

Remember? It wasn't denied in its entirety. It was denied until a more definite statement was filed. We don't have any. We don't understand the jurisdiction over him would be or what the basis would be. So, it was denied without prejudice for a more definite statement.

The Petition to Confirm Dunham is granted and it is further ordered immediate disclosure of documents and information from Christopher Davis is granted as to the information in his possession and the Motion to Dismiss was

otherwise denied.

I mean, to me, we were -- he -- it was in his capacity as investment advisor. That was pretty clear that -- assume -- to assume jurisdiction over Christopher Davis as investment trust advisor.

MR. BARNEY: That's not what the order said, Your Honor. It says:

And in his capacity as manager of FHT Holdings.

THE COURT: Okay.

MR. SOLOMON: No, it doesn't, Your Honor.

MR. BARNEY: That was the interlineation on the order. I mean, I --

MR. SOLOMON: That has nothing to do with assuming jurisdiction, what he's asked to produce.

MR. BARNEY: I -- Your Honor, I'm just looking at a moving target. First it was constructive trust, now it's de facto, neither of which I've been able to brief this Court on.

THE COURT: No. Unfortunately, Mr. Barney, it is -- right now, that's on appeal. So I can't change it. All I can do is say if it's remanded, this is what I would change it to. I -- I'm -- I can't -- I'm deprived of jurisdiction to change it because there is an appeal.

MR. BARNEY: Your Honor, I would ask you to stay then your order so that we can get a clear understanding

because right now, if they're able to go forward, we can't basically take back everything that is -- this Court is going to require under what -- this Court has already said if it's remanded, it will change.

MR. SOLOMON: There is no stay motion pending. There is no basis for a stay.

MR. BARNEY: I'm making an oral motion, Your Honor, because this is --

MR. SOLOMON: No.

MR. BARNEY: This is clearly unjust if he's allowed to argue yet another alternative theory that this Court said it would adopt if it was on remand without me giving -- having the opportunity to address and brief this.

THE COURT: No, it's not his alternative theory. I'm -- what I'm saying is that discovery was done such that it satisfied me that that he Court has jurisdiction, period, end of story. We have jurisdiction. I'm not saying it's not constructive versus de facto. I'm saying we maybe used the wrong term to allow us to do discovery, but now the discovery has been done. I am now satisfied that there is sufficient evidence here that satisfies the requirements of this trust as to the -- that there was a proper amendment and the Court has jurisdiction, period, end of story. Not that I would say it was de facto. I'm saying we have jurisdiction.

MR. BARNEY: Your Honor, what basis for the business that Chris is conducting here is the basis for 164.010 jurisdiction or de facto? I mean, this is a new theory, but I mean, what basis is there to let this go forward in discovery -- what -- just even based upon the order itself. What did those interlineations -- could you clarify what those interlineations on the order itself say? Just so that we at least know what the interlineated order means?

THE COURT: Where is that order?

[Colloquy between the Court and staff]

THE COURT: All right. Okay. So, the inter -- what I interlineated was that:

Immediate disclosure of documents and information from Christopher D. Davis is granted as to all information in his possession, custody, or control.

MR. BARNEY: Okay. So, is it possession, comma, custody control or is that a line above it?

THE COURT: No. It's just inserting --

MR. BARNEY: Oh, okay. So that's an insertion line? Okay.

THE COURT: -- in its possession, custody, or control.

MR. BARNEY: Custody or control in his -- if you could continue? I'm making notes.

THE COURT: You're right. It doesn't have to be in his possession because he may not have this with him at his home, but he has somebody who -- he has an agent or somebody that works for him that's got it, so it's it within his control. I mean, that's what I meant by that.

MR. BARNEY: Okay.

THE COURT: Is that it's within his possession, custody, or control.

In his role as investment trust advisor and in his role as a manager of FHT Holdings.

MR. BARNEY: So that's an "N" because it's -- there's a -- it look like "O".

THE COURT: Yeah.

MR. BARNEY: It's an "I" not an "O"?

THE COURT: And in his role as a manage -- as manager of FHT Holdings.

MS. ROLAND: Your Honor, if I may, Mr. Solomon and I have a long day tomorrow as he is deposing Christopher Davis. Possibly you're willing to give us some guidance so that we're not on the phone with your office or the Discovery Commissioner as far as, and I'm not trying to be facetious here, what all information is. Is that from the time that Christopher Davis took his office as investment trust advisor forward or are we going back and scooping in all of the past transactions --

THE COURT: Absolutely.

MS. ROLAND: If you could give me just a moment, Mark, --

MR. SOLOMON: Okay.

MS. ROLAND: Are we --

THE COURT: The information --

MS. ROLAND: Are we pulling in the past transactions from Alaska Trust Company that then forwarded over to Dunham Trust Company and the loans no matter if -- because some of those loans from -- were to Beatrice herself. So, when -- I think we need some guidance to try to limit this or to let us know where we are going with it.

THE COURT: Okay.

MR. BARNEY: I'd like my protective order heard though first if we could.

THE COURT: Okay. All right. The protective order is denied. Okay. So, yeah. I mean, I'm -- he --

MR. SOLOMON: Can I be heard on that issue? I --

THE COURT: Okay. I've got five minutes.

MR. SOLOMON: Okay. I'll make it quick, Your Honor.

MR. BARNEY: May I argue my motion or does -- is it just a response?

MR. SOLOMON: I don't know where we are procedurally. I just heard Harriet Roland get up and make

a pitch to the Court and I want to respond to it.

THE COURT: Correct.

MR. SOLOMON: Now that's what I'm trying to --

THE COURT: Okay.

MR. SOLOMON: -- do and I think I have a very cogent response to that, Your Honor.

THE COURT: All right.

MR. SOLOMON: All right. And that is this. Your June 24th, 2015 order, which you just read, assumes jurisdiction over Chris as the investment trust advisor and ordered to produce these documents and information, [indiscernible] as such, and as manager of FHT. FHT Holdings is a Nevada LLC. Chris is the sole manager. His Secretary of State filing shows a Nevada address for that. 163.5555 says that if he accepted his appointment as a trust advisor, he submitted himself to the jurisdiction of this Court. That's in personam jurisdiction, Your Honor, because there's no such thing as in rem jurisdiction over a person.

Chris is the sole investment manager. He has sole responsibility for the loan receivables, whether they were made during his tenure or whether they were made prior. He's the one who has to know what the status is even if they were made before him because he's managing those as the current investment advisor.

Their entire argument, which I'm sure we're going to hear again, is that this Court can only order him to produce information he has as the trust investment advisor and that is technically absurd when you think about it. What he's saying is: Caroline, I'm your fiduciary. I have a duty of full disclosure to you, because, remember 163.5555 expressly says he's the fiduciary. I have a fiduciary duty and full disclosure duty, but I don't have to tell you what I know even if it affects your interest in this trust because I know that information as maybe the borrower of the loans and not technically as the investment advisor who manages those very loans. That's absurd and it is against the law.

We are entitled to know, since he is currently managing those loans, all the information he has about those loans that in any way concern or affect my client's interest in the trust. There's a number of cases which we already cited in our brief, one of which says:

> The Court may direct a fiduciary to exhibit all information within its control which bears on the fortunes of the estate and to take whatever actions may be necessary to get the required data.

That's the matter of [indiscernible] will, which we cited.

Another case, *In Re: Stewers Estate* [phonetic],

which we also cited, there, the executors of an estate, one of whom was also an officer and director of a corporation that was only partially owned by the estate, opposed the beneficiary's request for information that the executors had in their possession, custody, and control as the director. The Court said this:

> The activities of an executor in a corporate affairs and his knowledge of the actions of others and running affairs are proper subjects of inquiry as long as they affect the trust's interest.

We're entitled admittedly [indiscernible] assume jurisdiction over him as the investment advisor, but we're entitled to know what information he has with respect to the facts that affect Caroline's interest in this trust and contrary to Ms. Roland's statement earlier, my client is currently a 50 percent beneficiary of the Heritage Trust. She may lose her interest if she doesn't have children at some point in the line, but that's not the status of the matter of now.

THE COURT: Okay.

MR. SOLOMON: We're entitled to this information, Your Honor.

THE COURT: All right. All right. So, Mr. Barney, I'm going to -- because we've dealt with the Petition for Reconsideration, we've dealt with the Motion

to Alter or Amend, we've dealt with the Objection. The only thing left is the Motion for Protective Order or to Quash or Modify the Subpoena.

As I said, technically this is on appeal. There is nothing I can do to alter or change my order other than tell you that this is how I would change it if it does come back. I think it's sufficient. Discovery has been done and additional evidence has been provided to the Court. The Court has jurisdiction over this trust. It was a properly amended trust. It is a Nevada trust. So that would be the change I would make.

The order that I entered was that -- at that time, the Court had jurisdiction over Christopher Davis as investment trust advisor. I indicated that he need to turn over information that he had in that capacity or in the capacity of FHT, which is a Nevada corporation. So I have jurisdiction over the Nevada corporation.

So, the question is with respect to your Motion for Protective Order or to Quash the Subpoena, I don't think I can quash it because I think that as a executive of or an officer of a Nevada corporation or LLC, he's subject to the jurisdiction of this Court. I don't think there's any basis to quash it.

So the question is either a protective order or modifying the subpoena and you've got three minutes.

MR. BARNEY: Thank you, Your Honor.

I think it's pretty clear from the subpoena they're requesting documents outside of the -- what the Court has just outlined and that's clear and that's why the subpoena does need to be quashed. The reality is they're far adrift of what this Court has said. Even under the interlineations that the Court created, they're now saying that they're seeking in personam jurisdiction. Their written pleadings said that they weren't seeking in personam jurisdiction.

THE COURT: Well, but, I mean, I can't change that. At this point in time, I can't change that because that's what's on appeal.

MR. BARNEY: What I need to --

THE COURT: So, --

MR. BARNEY: What I need to know is under the order, --

THE COURT: -- it's --

MR. BARNEY: -- did -- are you --

THE COURT: The order stands until we're told by the Supreme Court that either I'm wrong, that there is no jurisdiction at all, or that they're going to remand it and say, you know, go ahead and do what you said you'd do if it's remanded.

MR. BARNEY: And then for this deposition that's

scheduled for tomorrow, we don't know whether or not the Court has assumed in personam jurisdiction over him as an officer of FHT Holdings. Is that my understanding? Because that's clearly what we're being led into. We're being led into a situation where you're saying essentially that I have jurisdiction over him. It must be in personam if that's what you're --

THE COURT: Right. Correct.

MR. BARNEY: -- claiming. He didn't get served with a summons. So, the question then becomes, because he didn't get served under Rule -- service of process, how could there be in personam jurisdiction over Christopher Davis and then subject him tomorrow to inquiry into that role?

THE COURT: Okay.

MR. BARNEY: It's manifestly unjust. It -- this is new -- considering that they said they didn't ask for in personam jurisdiction and now it sounds like the Court is saying they've taken in personam jurisdiction without service of process under Rule --

THE COURT: Well FHIT is not a party. FHT is a Nevada corporation and if he is being -- if he is the managing --

MR. BARNEY: He's not the owner.

THE COURT: If he is the manager of -- if he's the

manager --

MR. BARNEY: Yeah. He's an officer, exactly.

THE COURT: -- of the Nevada --

MR. BARNEY: He's an officer that needs to be served.

THE COURT: Of a Nevada corporation.

MR. BARNEY: -- pursuant to Rule 4.

THE COURT: Okay. That's a different issue. So if the corporation has not been served, then that's a whole different problem, but as I said, I -- in my view, there's a different problem with respect to FHT because FHT is a Nevada entity. So FHT is subject to the jurisdiction of this Court and a corporate entity in this jurisdiction, if somebody wants to take a deposition or do any discovery with respect to that corporate entity, you can do it because -- if you do it the proper way.

And so, your position is that they're not properly noticed a deposition of him as the managing agent or whatever it is that he is of FHT, then --

MR. BARNEY: That's correct.

THE COURT: -- that's a valid objection. So, if that's the limitation that you're asking for is that FHT is not -- has not been -- is a corporate entity that's not a party to this litigation, this Court has only taken jurisdiction over Christopher Davis to the extent that he

is the investment advisor for the trust, then what's the basis for him being deposed if he's being deposed in his capacity as investment advisor, then he needs to -- that's the scope. But if -- this corporate entity is subject to the jurisdiction of this state. So they asked for the records of the corporate entity, then the corporation is a Nevada corporation and --

MR. BARNEY: And if they want to get that information without a duces tecum because they didn't notice if up for a deposition with a duces tecum --

THE COURT: Okay.

MR. BARNEY: If they want to get hat information, then they need to serve him personally under Rule 4 if they want to get it as an officer or manager of the company. This --

THE COURT: Because it's not a party.

MR. BARNEY: Yeah. This Court is assuming that it has jurisdiction over the FHT Holdings and even if the Court goes in that direction, my question still goes to the fact that this is improper in that they're seeking to get documents --

THE COURT: I'm late for a meeting. So, that would be my ruling is that if -- my jurisdiction over Christopher Davis, I indicated, was only in his capacity as the investment advisor. However, any documents that he has

that are documents of this FHT, which is a Nevada entity, are subject to being subpoenaed. If you're saying they weren't properly subpoenaed, okay, fine. They weren't properly subpoenaed. Then raise that objection at the time of your deposition and you'll go forward from there, but I'm done.

MR. BARNEY: And I -- Your Honor, I'm asking the Court's indulgence to set out that deposition until we have a clear understanding of the order because, at this point, there's a lot of vagueness and lack of clarity in this matter. So, less than essentially 24 hours, we now have a different understanding of the order upon which supposedly we're supposed to do a deposition tomorrow under and that's some of the concerns I have and I would respectfully request that the Court --

THE COURT: Okay. Well, that's really an issue --

MR. BARNEY: -- to consider [indiscernible].

THE COURT: -- for the Discovery Commissioner and -- because she hears the discovery disputes for my cases and so if you have a problem with it tomorrow, you can certainly call her and indicate to her that the -- it's a Nevada corporation but the Nevada corporation portion of it wasn't properly noticed because the only jurisdiction right now that this Court has because it's on appeal, so I can't change the order, is over him in his capacity as the

investment trust advisor.

MR. BARNEY: This Court can set out the deposition so that we can clarify this because there's really no harm to any of the parties in doing that.

THE COURT: Okay. Thanks.

MR. BARNEY: Thank you.

THE COURT: One minute, Mr. Solomon, with respect to moving to moving the date.

MR. SOLOMON: I'm not even going to say anything other than the fact that the deposition, just to clarify the record, was of a party and we didn't have to subpoena him and all we're asking him to do is appear, ask questions consistent with this Court's order of what he has to tell us. That's it.

THE COURT: Okay. Fine. All right. So those issues I think need to be brought to the Discovery Commissioner if you have problems with it tomorrow at the deposition.

MR. SOLOMON: Thank you for your patience.

THE CLERK: [Indiscernible]?

THE COURT: I'm just saying that that can be brought to the Discovery Commissioner tomorrow. It's a discovery matter. It's not me.

MS. RENWICK: Thank you, Your Honor.

MR. HOOD: Thank you.

MR. BARNEY: Thank you, Your Honor.

PROCEEDING CONCLUDED AT 12:04 P.M.

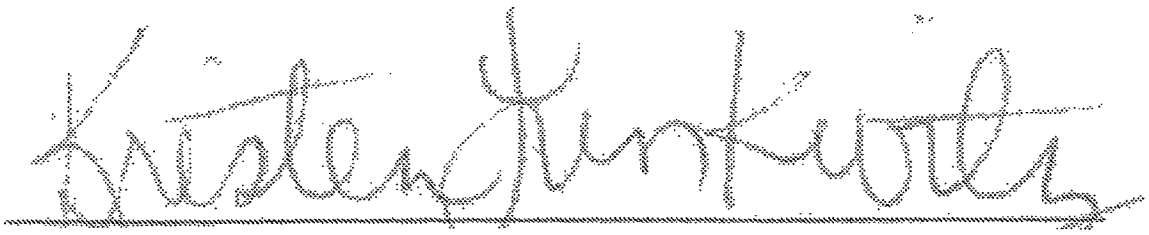
* * * * *

CERTIFICATION

I certify that the foregoing is a correct transcript from the audio-visual recording of the proceedings in the above-entitled matter.

AFFIRMATION

I affirm that this transcript does not contain the social security or tax identification number of any person or entity.



KRISTEN LUNKWITZ
INDEPENDENT TRANSCRIBER

EXHIBIT M

EXHIBIT M

5

ASCR

Mark A. Solomon, Esq.
Nevada Bar No. 0418
E-mail: msolomon@sdfnvlaw.com
Joshua M. Hood, Esq.
Nevada Bar No. 12777
E-mail: jhood@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485

Attorneys for Caroline Davis, Petitioner

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of The BEATRIC B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.	Case No.: P-15-083867 Dept.: Probate (26)

ACCEPTANCE OF SERVICE

I, HARRIETT ROLAND, ESQ., do hereby accept service of the Subpoena Duces Tecum for Records (no appearance necessary) issued by the law firm of Solomon Dwiggins & Freer, Ltd., a copy of which is attached hereto as Exhibit "1".

DATED this 25 day of June, 2015.

ROLAND LAW FIRM

By _____
HARRIET ROLAND, ESQ.,
2470 E. St. Rose Parkway, #105
Henderson, NV 89052
hroland@rolandlawfirm.com
Attorneys for Christopher D. Davis

EXHIBIT 1

EXHIBIT 1

CC03
Mark A. Solomon, Esq.
Nevada Bar No. 0418
E-mail: msolomon@sdfnvlaw.com
Joshua M. Hood, Esq.
Nevada Bar No. 12777
E-mail: jhood@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485
Attorneys for Caroline Davis, Petitioner

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.	Case No.: P-15-083867-T Dept.: Probate (26)

SUBPOENA DUCES TECUM
(No Appearance Required)

THE STATE OF NEVADA SENDS GREETINGS TO:

The Custodian of Record or Other Qualified Person at

ROLAND LAW FIRM.
2470 East Saint Rose Parkway, Suite 105.
Henderson, Nevada 89074

YOU ARE ORDERED, pursuant to Nevada Rule of Civil Procedure ("NRCP") 45, to produce and permit inspection and copying of the books, documents, or tangible things ("records") set forth below that are in your possession, custody, or control, by one of the following methods:

[ ] Making the original records described below available for inspection at your business address by the attorney's representative or party appearing in proper person and

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

permitting copying at your business address under reasonable conditions during normal business hours.

[X] Delivering a true, legible, and durable copy of the financial records described below to the requesting attorney or party appearing in proper person, by United States mail or similar delivery system, no later than July 10, 2015 at the following address:

Solomon Dwiggins & Freer, Ltd.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
jhood@sdfnvlaw.com

All documents shall be produced as they are kept in the usual course of business or shall be organized and labeled to correspond with the categories listed below (NRCP 45(d)(1)).

YOU ARE FURTHER ORDERED to authenticate the business records produced, pursuant to Nevada Revised Statute ("NRS") 52.260, and to provide with your production a completed Certificate of Custodian of Records in substantially the form attached as Exhibit "B."

CONTEMPT: Failure by any person without adequate excuse to obey the Subpoena served upon that person may be deemed contempt of the court. (NRCP 45(e)). If you fail to obey, you may be liable to pay $100, plus all damaged caused by such failure. (NRS 50.195).

Please see Exhibit "A" attached hereto for information regarding the rights of the person subject to this Subpoena.

Dated this 25th day of June, 2015.

SOLOMON DWIGGINS & FREER, LTD.

By: _____
MARK A. SOLOMON, ESQ. (Bar No. 0418)
E-mail: msolomon@sdfnvlaw.com
JOSHUA M. HOOD, ESQ. (Bar No. 12777)
E-mail: jhood@sdfnvlaw.com
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Phone: (702) 853-5483
Facsimile: (702) 853-5485
Attorneys for Caroline Davis, Petitioner

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

permitting copying at your business address under reasonable conditions during normal business hours.

[X] Delivering a true, legible, and durable copy of the financial records described below to the requesting attorney or party appearing in proper person, by United States mail or similar delivery system, no later than July 10, 2015 at the following address:

Solomon Dwiggins & Freer, Ltd.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
jhood@sdfnvlaw.com

All documents shall be produced as they are kept in the usual course of business or shall be organized and labeled to correspond with the categories listed below (NRCP 45(d)(1)).

YOU ARE FURTHER ORDERED to authenticate the business records produced, pursuant to Nevada Revised Statute ("NRS") 52.260, and to provide with your production a completed Certificate of Custodian of Records in substantially the form attached as Exhibit "B."

CONTEMPT: Failure by any person without adequate excuse to obey the Subpoena served upon that person may be deemed contempt of the court. (NRCP 45(e)). If you fail to obey, you may be liable to pay $100, plus all damaged caused by such failure. (NRS 50.195).

Please see Exhibit "A" attached hereto for information regarding the rights of the person subject to this Subpoena.

Dated this 25th day of June, 2015.

SOLOMON DWIGGINS & FREER, LTD.

By: _____
MARK A. SOLOMON, ESQ. (Bar No. 0418)
E-mail: msolomon@sdfnvlaw.com
JOSHUA M. HOOD, ESQ. (Bar No. 12777)
E-mail: jhood@sdfnvlaw.com
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Phone: (702) 853-5483
Facsimile: (702) 853-5485
Attorneys for Caroline Davis, Petitioner

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

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

ITEMS TO BE PRODUCED

1. Any and all non-privileged records in your possession, custody, or control related to the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended.

2. Any and all non-privileged records in your possession, custody, or control related to the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended.

3. Any and all non-privileged records in your possession, custody, or control related to Ashley Cooper Life Insurance Policy, Policy Number ACLI 1105-8007 PC, formerly known as Policy Number ALIP 008-1031.

4. Any and all non-privileged records in your possession, custody, or control related to the Davis Family Office, Limited Liability Company.

5. Any and all non-privileged records in your possession, custody, or control related to the FHT Holdings, Limited Liability Company.

6. Any and all non-privileged records in your possession, custody, or control related to any and all entities of which Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended, owns, in whole or in part, an interest therein.

7. Any and all non-privileged records in your possession, custody, or control related to any and all entities of which the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended, owns, in whole or in part, an interest therein.

8. Any and all non-privileged records in your possession, custody, or control related to any and all entities of which Christopher D. Davis is the owner, manager, director, or officer of such entity, which records concern any business or financial relationship between such entity or entities and the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000 and/or the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended.

9. Any and all non-privileged records in your possession, custody, or control related to: (1) Promissory Note, dated September 1, 2011; (2) Promissory Note (With Revolving Line of

Credit), dated April 4, 2013; and (3) Promissory Note (With Revolving Line of Credit), dated March 25, 2013 (collectively, the "Loans"), including, but not limited to: (i) the identity of any entity, trust, or individual who has received and/or benefited from any and all distributions pursuant to any of the Loans; (ii) the purpose of such Loans; (iii) the circumstances surrounding the distribution and use of the funds pursuant to any of the Loans; (iv) the repayment of any of the Loans; (v) the collateral for such Loans; and any and all other information related to the Loans.

10. Any and all non-privileged records in your possession, custody, or control related to any additional loans, lines of credit, or obligations currently held by the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended.

11. For any records withheld on the basis of privilege, please provide a privilege log in compliance with NRCP 26(b)(5).

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

AFFIDAVIT/DECLARATION OF SERVICE

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, _____, being duly sworn, or under penalty of perjury, state that at all times herein I was and am over 18 years of age and not a party to or interested in the proceedings in which this Affidavit/Declaration is made; that I received a copy of the SUBPOEAN DUCES TECUM on _____, 20___; and that I served the same on _____, 20___, by delivering and leaving a copy with _____ at _____.

Dated this ____ day of June, 2015.

By_____
Signature of Affiant/Declarant

SIGNED and SWORN to before me
this _____ day of June, 2015.

_____
Notary Public

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

SOLOMON DWIGGINS & FREER
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
TRUST AND ESTATE ATTORNEYS

EXHIBIT "A"
NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) Protection of Persons Subject to Subpoena

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

EXHIBIT "B"
CERTIFICATE OF CUSTODIAN OF RECORDS

STATE OF NEVADA)
)
COUNTY OF CLARK)

Case No.: P-15-084094-T

NOW COMES _____, (*name of custodian of records*) who after first being duly sworn deposes and says:

1. That the deponent is the _____ (*position or title*) of _____(*name of employer*) and in his or her capacity as _____(*position or title*) is a custodian of the records of _____(*name of employer*).

2. That _____ (*name of employer*) is licensed to do business as a _____ in the State of _____.

3. That on the ___ day of the month of _____of the year _____, the deponent was served with a subpoena in connection with the above-entitled cause, calling for the production of records pertaining to _____
_____
_____
_____.

4. That the deponent has examined the original of those records and has made or caused to be made a true and exact copy of them and that the reproduction of them attached hereto is true and complete.

5. That the original of those records was made at or near the time of the act, event, condition, opinion or diagnosis recited therein by or from information transmitted by a person with knowledge, in the course of a regularly conducted activity of the deponent or _____(*name of employer*).

Executed on: _____ _____
(*Date*) (*Signature of Custodian of Records*)

SUBSCRIBED AND SWORN to
before me this ____ day of July, 2015.

_____
Notary Public

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

ELECTRONICALLY SERVED
06/25/2015 10:45:20 AM

NOTC
Mark A. Solomon, Esq.
Nevada Bar No. 0418
E-mail: msolomon@sdfnvlaw.com
Joshua M. Hood, Esq.
Nevada Bar No. 12777
E-mail: jhood@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485

Attorneys for Caroline Davis, Petitioner

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of The BEATRIC B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.	Case No.: P-15-083867 Dept.: Probate (26)

NOTICE OF ISSUANCE OF SUBPOENA DUCES TECUM
(No Appearance Required)

PLEASE TAKE NOTICE that CAROLINE DAVIS, by and through her counsel of, Mark A. Solomon, Esq. and Joshua M. Hood, Esq., of the law firm of Solomon Dwiggins & Freer, Ltd., has issued a Subpoena Duces Tecum for Records ("Subpoena") to ANTHONY L. BARNEY, LTD. ("BARNEY"). Pursuant to the Subpoena, attached hereto as Exhibit 1, BARNEY is required to respond by delivering a true, legible, and durable copy of the

///

///

///

requested records to the offices of Solomon Dwiggins & Freer, Ltd., 9060 West Cheyenne Avenue, Las Vegas, Nevada 89129, no later than July 10, 2015.

DATED this 25th day of June, 2015.

SOLOMON DWIGGINS & FREER, LTD.

By: _____
MARK A. SOLOMON, ESQ.
Nevada Bar No. 0418
E-mail: msolomon@sdfnvlaw.com
JOSHUA M. HOOD, ESQ.
Nevada Bar No. 12777
E-mail: jhood@sdfnvlaw.com
Cheyenne West Professional Center
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone (702) 853-5483
Facsimile (702) 853-5485

Attorneys for CAROLINE DAVIS

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 25, 2015, pursuant to NRCP 5(b)(2)(B), I placed a true and correct copy of the following NOTICE OF ISSUANCE OF SUBPOENA DUCES TECUM FOR RECORDS, in the United States Mail, with first-class postage prepaid, addressed to the following, at their last known address, and, pursuant to Rule 9 of N.E.F.C.R., caused an electronic copy to be served via Odyssey, to the email address noted below:

Mail only:
Tarja Davis
3005 North Beverly Glen Circle
Los Angeles, California 90077
and
514 West 26th Street, #3E
Kansas City, Missouri 64108

Ace Davis
c/o WINFIELD B. DAVIS
366-6 Habu Aridagawa Arida
Wakayama 643-0025
JAPAN

And did mail via US Mail and email Via the Court's electronic system, WizNet pursuant to Rule 9 of NEFCR at the email address noted to the following:

HARRIET ROLAND, ESQ.,
ROLAND LAW FIRM
2470 E. St. Rose Parkway, #105
Henderson, NV 89052
hroland@rolandlawfirm.com
Attorneys for Christopher D. Davis

ANTHONY L. BARNEY, ESQ.
ANTHONY L. BARNEY, LTD.
3317 West Charleston Boulevard, Suite B
Las Vegas Nevada 89102
abarney@anthonybarney.com
Attorneys for Christopher D. Davis

CHARLENE RENWICK, ESQ.
LEE HERNANDEZ LANDRUM & GAROFALO
7575 Vegas Drive #150
Las Vegas, Nevada 89128
crenwick@lee-lawfirm.com
Attorneys for Dunham Trust

JONATHAN W. BARLOW, ESQ.
Clear Counsel Law Group
50 Stephanie Street, Suite 101
Henderson, Nevada 89012
jonathan@clearcounsel.com
Attorneys for Stephen Lenhardt

An employee of Solomon Dwiggins & Freer, Ltd.

SOLOMON | DWIGGINS & FREER | TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

EXHIBIT 1

EXHIBIT 1

CC03
Mark A. Solomon, Esq.
Nevada Bar No. 0418
E-mail: msolomon@sdfnvlaw.com
Joshua M. Hood, Esq.
Nevada Bar No. 12777
E-mail: jhood@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485
Attorneys for Caroline Davis, Petitioner

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.	Case No.: P-15-083867-T Dept.: Probate (26)

SUBPOENA DUCES TECUM
(No Appearance Required)

THE STATE OF NEVADA SENDS GREETINGS TO:

The Custodian of Record or Other Qualified Person at

ANTHONY L BARNEY, LTD.
3317 West Charleston Boulevard, Suite B.
Las Vegas, Nevada 89102

YOU ARE ORDERED, pursuant to Nevada Rule of Civil Procedure ("NRCP") 45, to produce and permit inspection and copying of the books, documents, or tangible things ("records") set forth below that are in your possession, custody, or control, by one of the following methods:

[ ] Making the original records described below available for inspection at your business address by the attorney's representative or party appearing in proper person and

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

permitting copying at your business address under reasonable conditions during normal business hours.

[X] Delivering a true, legible, and durable copy of the financial records described below to the requesting attorney or party appearing in proper person, by United States mail or similar delivery system, no later than July 10, 2015 at the following address:

Solomon Dwiggins & Freer, Ltd.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
jhood@sdfnvlaw.com

All documents shall be produced as they are kept in the usual course of business or shall be organized and labeled to correspond with the categories listed below (NRCP 45(d)(1)).

YOU ARE FURTHER ORDERED to authenticate the business records produced, pursuant to Nevada Revised Statute ("NRS") 52.260, and to provide with your production a completed Certificate of Custodian of Records in substantially the form attached as Exhibit "B."

CONTEMPT: Failure by any person without adequate excuse to obey the Subpoena served upon that person may be deemed contempt of the court. (NRCP 45(e)). If you fail to obey, you may be liable to pay $100, plus all damaged caused by such failure. (NRS 50.195).

Please see Exhibit "A" attached hereto for information regarding the rights of the person subject to this Subpoena.

Dated this 25th day of June, 2015.

SOLOMON DWIGGINS & FREER, LTD.

By: _____
MARK A. SOLOMON, ESQ. (Bar No. 0418)
E-mail: msolomon@sdfnvlaw.com
JOSHUA M. HOOD, ESQ. (Bar No. 12777)
E-mail: jhood@sdfnvlaw.com
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Phone: (702) 853-5483
Facsimile: (702) 853-5485
Attorneys for Caroline Davis, Petitioner

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

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

ITEMS TO BE PRODUCED

1. Any and all non-privileged records in your possession, custody, or control related to the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended.

2. Any and all non-privileged records in your possession, custody, or control related to the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended.

3. Any and all non-privileged records in your possession, custody, or control related to Ashley Cooper Life Insurance Policy, Policy Number ACLI 1105-8007 PC, formerly known as Policy Number ALIP 008-1031.

4. Any and all non-privileged records in your possession, custody, or control related to the Davis Family Office, Limited Liability Company.

5. Any and all non-privileged records in your possession, custody, or control related to the FHT Holdings, Limited Liability Company.

6. Any and all non-privileged records in your possession, custody, or control related to any and all entities of which Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended, owns, in whole or in part, an interest therein.

7. Any and all non-privileged records in your possession, custody, or control related to any and all entities of which the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended, owns, in whole or in part, an interest therein.

8. Any and all non-privileged records in your possession, custody, or control related to any and all entities of which Christopher D. Davis is the owner, manager, director, or officer of such entity, which records concern any business or financial relationship between such entity or entities and the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000 and/or the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended.

9. Any and all non-privileged records in your possession, custody, or control related to: (1) Promissory Note, dated September 1, 2011; (2) Promissory Note (With Revolving Line of

Credit), dated April 4, 2013; and (3) Promissory Note (With Revolving Line of Credit), dated March 25, 2013 (collectively, the "Loans"), including, but not limited to: (i) the identity of any entity, trust, or individual who has received and/or benefited from any and all distributions pursuant to any of the Loans; (ii) the purpose of such Loans; (iii) the circumstances surrounding the distribution and use of the funds pursuant to any of the Loans; (iv) the repayment of any of the Loans; (v) the collateral for such Loans; and any and all other information related to the Loans.

10. Any and all non-privileged records in your possession, custody, or control related to any additional loans, lines of credit, or obligations currently held by the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended.

11. For any records withheld on the basis of privilege, please provide a privilege log in compliance with NRCP 26(b)(5).

SOLOMON | DWIGGINS & FRER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

AFFIDAVIT/DECLARATION OF SERVICE

STATE OF NEVADA)
) **ss.**
COUNTY OF CLARK)

I, _____, being duly sworn, or under penalty of perjury, state that at all times herein I was and am over 18 years of age and not a party to or interested in the proceedings in which this Affidavit/Declaration is made; that I received a copy of the SUBPOEAN DUCES TECUM on _____, 20___; and that I served the same on _____, 20___, by delivering and leaving a copy with _____ at _____.

Dated this ____ day of June, 2015.

By_____
Signature of Affiant/Declarant

SIGNED and SWORN to before me
this _____ day of June, 2015.

_____
Notary Public

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON | DWIGGINS & FRERER
TRUST AND ESTATE ATTORNEYS

EXHIBIT "A"
NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) Protection of Persons Subject to Subpoena

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

EXHIBIT "B"
CERTIFICATE OF CUSTODIAN OF RECORDS

STATE OF NEVADA)
)
COUNTY OF CLARK)

Case No.: P-15-084094-T

NOW COMES _____, (*name of custodian of records*) who after first being duly sworn deposes and says:

1. That the deponent is the _____ (*position or title*) of _____(*name of employer*) and in his or her capacity as _____(*position or title*) is a custodian of the records of _____(*name of employer*).

2. That _____ (*name of employer*) is licensed to do business as a _____ in the State of _____.

3. That on the ___ day of the month of _____of the year _____, the deponent was served with a subpoena in connection with the above-entitled cause, calling for the production of records pertaining to _____
_____
_____
_____.

4. That the deponent has examined the original of those records and has made or caused to be made a true and exact copy of them and that the reproduction of them attached hereto is true and complete.

5. That the original of those records was made at or near the time of the act, event, condition, opinion or diagnosis recited therein by or from information transmitted by a person with knowledge, in the course of a regularly conducted activity of the deponent or _____(*name of employer*).

Executed on: _____ _____
(*Date*) (*Signature of Custodian of Records*)

SUBSCRIBED AND SWORN to
before me this ____ day of July, 2015.

_____
Notary Public

SOLOMON | DWIGGINS & FRERER | TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

AFFIDAVIT OF SERVICE

State of Nevada **County of Clark** **District Court**

Case Number: P-15-083867-T

In the Matter of

The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.

Received by Bullet Legal Services on the 25th day of June, 2015 at 10:52 am to be served on **ANTHONY BARNEY, ESQ., 3317 West Charleston Blvd., Suite B, Las Vegas, NV 89102.**

I, Anthony Spada, being duly sworn, depose and say that on the **25th day of June, 2015** at **1:13 pm, I:**

served the witness by personally delivering a true copy of the ***NOTICE OF ISSUANCE OF SUBPOENA DUCES TECUM with EXHIBITS*** to: **NEVA LIEBE** as Administrative Assistant, authorized to accept for **ANTHONY BARNEY, ESQ.**, at the address of: **3317 West Charleston Blvd., Suite B, Las Vegas, NV 89102.**

Description of Person Served: Age: 60, Sex: F, Race/Skin Color: WHITE, Height: SIT, Weight: SIT, Hair: BROWN, Glasses: Y

I certify that at all times herein Affiant was and is a citizen of the United States, over 18 years of age, and not a party to or interested in the proceeding in which this affidavit is made.

Anthony Spada
R-045877

Bullet Legal Services
1930 Village Center Circle, #3-965
Las Vegas, NV 89134
(702) 823-1000

Our Job Serial Number: BRT-2015001953
Ref: 3414.0001

State of Nevada
County of Clark

Subscribed and Sworn to before me on the 25th day of JUNE, 2015 by the affiant who is personally known to me.

NOTARY PUBLIC

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
BERT LOTT
Appt. No. 07-4864-1
My Appt. Expires Sept. 14, 2016

Copyright © 1992-2013 Database Services, Inc. - Process Server's Toolbox V7.0t

EXHIBIT X

EXHIBIT X

Electronically Filed
09/01/2015 04:41:48 PM

CLERK OF THE COURT

SUPP
Mark A. Solomon, Esq., Bar No. 418
msolomon@sdfnvlaw.com
Joshua M. Hood, Esq. Bar No. 12777
jhood@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485

Attorneys for Caroline Davis, Petitioner

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of: The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014	Case No.: P-15-083867-T Dept.: Probate (26) Hearing Date: September 2, 2015 Hearing Time: 9:00 A.M.

SUPPLEMENT TO OBJECTION TO PETITION FOR RECONSIDERATION OF THE ORDER DATED MAY 19, 2015 RE: PETITION TO ASSUME JURISDICTION OVER THE BEATRICE B. DAVIS FAMILY HERITAGE TRUST DATED JULY 28, 2000, AS AMENDED ON FEBRUARY 24, 2014, TO ASSUME JURISDICTION OVER CHRISTOPHER D. DAVIS AS INVESTMENT TRUST ADVISOR, STEPHEN K. LEHNARDT AS DISTRIBUTION TRUST ADVISOR, TO CONFIRM DUNHAM TRUST COMPANY AS DIRECTED TRUSTEE, AND FOR IMMEDIATE DISCLOSURE OF DOCUMENTS AND INFORMATION FROM CHRISTOPHER D. DAVIS AND COUNTER PETITION FOR SANCTIONS

Caroline D. Davis, as beneficiary of the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended February 24, 2014, by and through her counsel, the law firm of Solomon Dwiggins & Freer, Ltd., hereby files her Supplement to the above referenced Objection, being an Opinion Letter , designated as "Exhibit 12", to be considered with the Memorandum Of Points And Authorities, all other attached exhibits, and any oral argument that this honorable

///

///

///

SOLOMON DWIGGINS & FREER | 9060 WEST CHEYENNE AVENUE LAS VEGAS, NEVADA 89129 TELEPHONE (702) 853-5483 FACSIMILE (702) 853-5485 WWW.SDFNVLAW.COM TRUST AND ESTATE ATTORNEYS

Court may entertain at the time of hearing.

Dated this 1st day of September, 2015.

SOLOMON DWIGGINS & FREER, LTD

Mark A. Solomon, Esq. (Bar No. 418)
Joshua M. Hood, Esq. (Bar No. 12777)
9060 Cheyenne Avenue
Las Vegas, Nevada
Telephone: (702) 853-5483
Facsimile: (702) 853-5485
Attorneys for Caroline D. Davis

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

Exhibit 12

Exhibit 12

OSERAN, HAHN, SPRING, STRAIGHT & WATTS, P.S.
ATTORNEYS AT LAW
10900 N.E. Fourth Street #1430
Bellevue, Washington 98004
Telephone (425) 455-3900
Facsimile (425) 455-9201
www.ohswlaw.com

C. Dennis Brislawn, Jr.
James H. Clark
Gerald M. Hahn
Thomas M. Hansen
William C. Hsu
Laura S. LeMaster
Thomas D. Lofton
Roy L. Lundin

Paul A. Spencer
M. Edward Spring
Matthew B. Straight
David M. Tall
Charles E. Watts

Of Counsel:
David M. Barron
Michel P. Stern

February 24, 2014

Lehnardt & Lehnardt, LLC
Stephen Lehnardt, Attorney
20 Westwoods Drive
Liberty, MO 64068

Re: Change of Trust Situs

To All Applicable Parties, Greetings.

Ladies and gentlemen, I am an independent attorney licensed to practice in Washington, Oregon, Alaska, and to appear before the IRS and the federal bar. I am not licensed to practice law elsewhere.

I am very familiar with Nevada law and the law of various favored jurisdictions both domestic and international offering superior asset protection and dynasty tax planning. I was asked to review the Beatrice B. Davis Family Heritage Trust ("FHT") and to make certain comments thereon.

FHT requires "advice from counsel as to the tax and other consequences of a change in situs" (Art 14, Sec.6). There are no pertinent differences between the jurisdictions considered here, and significant authority to the effect that Nevada is the superior choice at present. Nevada has a perpetuities period of up to 365 years, no state income tax, and cutting edge domestic asset protection provisions for trusts and LLCs.

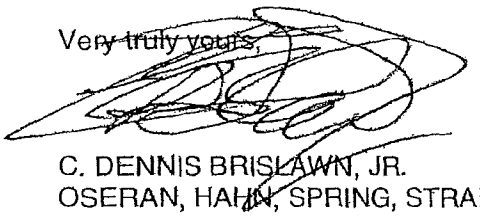
Nevada, in my opinion, meets the requirements of an appropriate jurisdiction for FHT. I reviewed documentation provided by the Trust Protector, and the documents provided are in order to make this change in situs, to provide required and appropriate notice, and to effectuate the change and to comply with the law of the new situs.

The opinions expressed herein are given as of the date hereof, and we undertake no duty to update any of these opinions or the facts on which they are based. This opinion may be relied upon by the law firm of Lehnardt & Lehnardt, LLC and the trustee of the

FHT Trust but may not otherwise be relied upon by anyone without our express written consent, including but not limited to beneficiaries of FHT.

Should any questions arise, please feel free to bring them to my attention. It has been a pleasure to assist in this matter.

Very truly yours,



C. DENNIS BRISLAWN, JR.
OSERAN, HAHN, SPRING, STRAIGHT & WATTS, P.S.

(cdb) #1270.001

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of September 2015, I mailed a true and correct copy of the above and foregoing SUPPLEMENT TO OBJECTION FOR RECONSIDERATION OF THE ORDER DATED MAY 19, 2015, RE: PETITION TO ASSUME JURISDICTION OVER THE BEATRICE B. DAVIS FAMILY HERITAGE TRUST DATED JULY 28, 2000, AS AMENDED ON FEBRUARY 24, 2014, TO ASSUME JURISDICTION OVER CHRISTOPHER D. DAVIS AS INVESTMENT TRUST ADVISOR , STEPHEN K. LEHNARDT AS DISTRIBUTION TRUST ADVISOR, TO CONFIRM DUNHAM TRUST COMPANY AS DIRECTED TRUSTEE, AND FOR IMMEDIATE DISCLOSURE OF DOCUMENTS AND INFORMATION FROM CHRISTOPHER D. DAVIS AND COUNTER PETITION FOR SANCTIONS to the following persons at their last known address, by depositing a copy of the same in the United States Mail, addressed as follows and further did eserve via the Court's electronic system to those listed on the service page of the Wiznet System pursuant to EDCR 8.05(a), 8.05(f) and Rule 9 of NEFCR:

Tarja Davis
3005 North Beverly Glen Circle
Los Angeles, California 90077
and
514 West 26th Street, ##F
Kansas City, Missouri 64108

Cheryl Davis
5403 West 134 Terrace, Unit 1525
Overland Park, KS 66209

WINFIELD B. DAVIS
Skyland Terrace Apts.
930 Figueroa Terr. Apt. 529
Los Angeles, California 90012-3072
winsane@gmail.com

ACE DAVIS c/o
WINFIELD B. DAVIS
Skyland Terrace Apts.
930 Figueroa Terr. Apt. 529
Los Angeles, California 90012-3072

Registered Agent Solutions, Inc
Registered Agent for FHT Holdings, LLC,
A Nevada Limited Liability Company
4625 W. Nevso Drive, Suite 2
Las Vegas, Nevada 89103

HARRIET ROLAND, ESQ.,
ROLAND LAW FIRM
2470 E. Saint Rose Pkwy., Suite 105
Henderson, NV 89074
hroland@rolandlawfirm.com
Attorneys for Christopher D. Davis

ANTHONY L. BARNEY, ESQ.
ANTHONY L. BARNEY, LTD.
3317 West Charleston Blvd., Suite B
Las Vegas, Nevada 89102
abarney@anthonybarney.com
Attorneys for Christopher D. Davis

CHARLENE RENWICK, ESQ.
LEE HERNANDEZ LANDRUM & GAROFALO
7575 Vegas Drive, #150
Las Vegas, Nevada 89128
crenwick@lee-lawfirm.com
Attorneys for Dunham Trust

JONATHAN W. BARLOW, ESQ.
Clear Counsel Law Group
50 Stephanie Street, Suite 101
Henderson, Nevada 89012
jonathan@clearcounsel.com
Attorneys for Stephen Lenhardt

An Employee of SOLOMON DWIGGINS & FREER, LTD.

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

IN THE SUPREME COURT OF THE STATE OF NEVADA

CHRISTOPHER D. DAVIS,

Appellant,

v.

CAROLINE DAVIS,

Respondent.

Case No.: 68542

Eighth Judicial District Court
Case No.: P-15-083867-T (In re the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000)

RESPONDENT'S APPENDIX
VOLUME 7
TO
RESPONSE TO CHRISTOPHER D. DAVIS' EMERGENCY MOTION UNDER NRAP 27(e) FOR 1) STAY PENDING APPEAL AND 2) AFFIRMATIVE RELIEF

Counsel did not agree on a joint appendix and this Respondents' Appendix is provided in accordance with NRCP 30(b)(3).

TABLE OF CONTENTS

Volume	EXHIBIT	TITLE OF DOCUMENT	Bates Numbers
Vol 1	E	April 22, 2015 Reporter's Transcript of Proceedings	RAPP347-405
Vol 1	Y	Certification of Intent to Amend Order	RAPP919-921
Vol 2	D	Christopher D. Davis' Motion to Dismiss Pursuant to NRCP(12)(b)	RAPP321-346
Vol 2	B	Christopher D. Davis Reply to Caroline Davis' Opposition to His Motion to Dismiss Pursuant to NRCP (12)(b) and NRCP 19	RAPP15-30
Vol 2	Q	Christopher D. Davis' Motion for Protective Order and to Quash or Modify the Subpoena	RAPP605-641

Docket 68542 Document 2015-31677

Vol 3	A	First Amendment to the Beatrice B. Davis Family Heritage Trust	RAPP1-13
Vol 3	F	May 11, 2015 Letter from Mark A. Solomon to Judge Sturman (including enclosures)	RAPP406-413
Vol 3	G	May 12, 2015 E-mail to all counsel	RAPP414-422
Vol 3	H	May 12, 2015 Letter from Mark A. Solomon to Judge Sturman and accompanying to All Counsel	RAPP423-426
Vol 3	I	May 12, 2015 Letter from Anthony L. Barney to Judge Sturman (including enclosures)	RAPP427-443
Vol 4	V	Motion to Amend or Modify Order Pursuant to NRCP 60(b)(3)	RAPP790-831
Vol 4	N	Motion to Compel	RAPP495-547
Vol 5	O	Motion to Hold Christopher Davis in Contempt and for Attorneys' Fees and Costs	RAPP 575-600
Vol 5	K	Notice of Appeal Dated July 30, 2015	RAPP450-454
Vol 5	L	Notice of Case Statement Dated July 30 2015	RAPP455-471
Vol 6	J	Notice of Entry of Order dated July 1, 2015	RAPP444-449
Vol 6	S	Notice of Non-Appearance of Christopher D. Davis	RAPP690-695
Vol 6	P	Notice of Taking Deposition of Christopher D. Davis	RAPP601-604
Vol 7	**W**	**Objection to Petition for Reconsideration of the Order Dated May 19, 2015 re Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust dated July 28, 2000 as Amended on February 24, 2014 to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm**	**RAPP832-910**

SOLOMON | DWIGGINS & FREER | TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

		Dunham Trust Company as Directed Trustee and for Immediate Disclosure of Documents and Information from Christopher D. Davis; and Counter-Petition for Sanctions	
Vol 8	R	Opposition to Caroline Davis' Motion to Compel Harriet Roland, Esq. to Produce Documents Responsive to Subpoena Duces Tecum and Counter Motion to Quash	RAPP642-689
Vol 9	C	Petition to Assume Jurisdiction Over the Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, as Amended on February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lenhardt as Distribution Trust Advisor; to Confirm Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Documents and Information from Christopher D. Davis	RAPP40-320
Vol 8	U	Resignation, Release, Acknowledgement, Consent and Indemnification Agreement Dated February 24, 2014	RAPP782-789
Vol 8	T	September 2, 2015 Transcript of Proceeding	RAPP696-781
Vol 8	M	Subpoena Duces Tecum to Harriet Roland Esq., and Anthony Barney, Esq.	RAPP472-494
Vol 8	X	Supplement to Objection to Petition for Reconsideration of the Order Dated May 19, 2015 re Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust dated July 28, 2000 as Amended on February 24, 2014 to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee and for Immediate Disclosure of Documents and Information from Christopher D. Davis and Counter-Petition for Sanctions	RAPP911-918

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

CERTIFICATE OF COMPLIANCE

I hereby certify that I have read this Respondent's Appendix and to the best of my knowledge, information and belief, consist of true and correct copies of the papers in the District Court file. I further certify that this brief complies with the applicable Nevada Rules of Appellant Procedure, in particular NRCP 30, which requires this Certification. I understand that I may be subject to Sanctions in the event the accompanying appendix is not inconformity with the Requirements of the Nevada Rules of Appellant Procedure.

DATED this 16th day of October, 2015.

SOLOMON DWIGGINS & FREER, LTD.

BY _____

Joshua M. Hood, Esq.
Nevada State Bar No. 12777
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Attorneys for Respondents

EXHIBIT W

EXHIBIT W

Electronically Filed
07/31/2015 03:19:15 PM

CLERK OF THE COURT

Mark A. Solomon, Esq., Bar No. 418
msolomon@sdfnvlaw.com
Joshua M. Hood, Esq. Bar No. 12777
jhood@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485

Attorneys for Caroline Davis, Petitioner

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of: The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014	Case No.: P-15-083867-T Dept.: Probate (26) Hearing Date: August ~~19~~ 12, 2015 Hearing Time: 9:00 A.M.

OBJECTION TO PETITION FOR RECONSIDERATION OF THE ORDER DATED MAY 19, 2015 RE: PETITION TO ASSUME JURISDICTION OVER THE BEATRICE B. DAVIS FAMILY HERITAGE TRUST DATED JULY 28, 2000, AS AMENDED ON FEBRUARY 24, 2014, TO ASSUME JURISDICTION OVER CHRISTOPHER D. DAVIS AS INVESTMENT TRUST ADVISOR, STEPHEN K. LEHNARDT AS DISTRIBUTION TRUST ADVISOR, TO CONFIRM DUNHAM TRUST COMPANY AS DIRECTED TRUSTEE, AND FOR IMMEDIATE DISCLOSURE OF DOCUMENTS AND INFORMATION FROM CHRISTOPHER D. DAVIS;
AND
COUNTERPETITION FOR SANCTIONS

Caroline D. Davis, as beneficiary of the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended February 24, 2014, by and through her counsel, the law firm of Solomon Dwiggins & Freer, Ltd., hereby files this Objection To Petition For Reconsideration Of The Order Dated May 19, 2015 Re: Petition To Assume Jurisdiction Over The Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, As Amended On February 24, 2014, To Assume Jurisdiction Over Christopher D. Davis As Investment Trust Advisor, Stephen K. Lehnardt As Distribution Trust Advisor, To Confirm Dunham Trust Company As Directed Trustee, And For Immediate Disclosure Of Documents And Information From Christopher D. Davis; And Counterpetition For Sanctions (the "Objection"). The foregoing Objection is made and based on the pleadings and papers on file in this action, the attached Memorandum Of Points And

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

Authorities, all attached exhibits, and any oral argument that this honorable Court may entertain at the time of hearing.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Christopher D. Davis ("Christopher") unsuccessfully proffered the exact same arguments before this Court at the April 22, 2015 hearing (the "Hearing"), and the instant Petition For Rehearing[1] is nothing more than Christopher's attempt to take a second bite of the apple.[2] What is even more troubling is Christopher's counsel's lack of candor to this Court. This Court will recall that Christopher's counsel, Anthony Barney, Esq. ("Mr. Barney"), **for the first time** at the Hearing attempted to make several factual arguments **not presented in his Motion To Dismiss**.[3] First, Mr. Barney argued that Christopher's wife, Tarja Davis ("Tarja"), was a beneficiary of the Trust[4] and did not provide the requisite consent to the transfer of the Trust's situs from Alaska to Nevada.[5] Indeed, raising such argument at the Hearing was completely contrary to the facts presented to this Court in Christopher's Motion To Dismiss. Specifically, Christopher identified: (1) himself; (2) his son, Winfield Davis ("Winfield"); and (3) Caroline D. Davis ("Ms. Davis") as the "**three descendants** [that] are the current beneficiaries of the Trust."[6] As more fully discussed below, and as Christopher and Mr. Barney are fully aware, Tarja **does not** qualify as a

---

[1] *See*, Petition For Reconsideration Of The Order Dated May 19, 2015 Re: Petition To Assume Jurisdiction Over The Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, As Amended On February 24, 2014, To Assume Jurisdiction Over Christopher D. Davis As Investment Trust Advisor, Stephen K. Lehnardt As Distribution Trust Advisor, To Confirm Dunham Trust Company As Directed Trustee, And For Immediate Disclosure Of Documents And Information From Christopher D. Davis (the "Petition For Reconsideration").

[2] Christopher filed the "Christopher D. Davis' Reply To Caroline Davis' Opposition To His Motion To Dismiss Pursuant To NRCP (12)(b) And NRCP 19" on April 20, 2015 (the "Reply"), which sets forth the same exact arguments. It is important to note, however, that such pleading was never served on Caroline D. Davis' counsel.

[3] Christopher D. Davis' Motion To Dismiss Pursuant To NRCP (12)(b) And NRCP 19, filed on March 4, 2015 (the "Motion To Dismiss").

[4] The Beatrice B. Davis Family Heritage Trust, dated July 28, 2000 (the "Trust").

[5] *See*, Hearing transcript at p. 8:10-11, a true and correct copy of which is attached hereto as **Exhibit 1**.

[6] *Id.*, at p. 3:14-18. (Emphasis added).

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

spouse entitled to receive mandatory or discretionary distributions under the Trust, and, therefore, her consent was not required to effectuate the transfer of situs.

Second, Mr. Barney also argued **for the first time** at the Hearing that there was not "an acting Alaska Trustee at the point to consent to the transfer" of the Trust's situs.[7] As Mr. Barney is aware, a trustee's duties as such do not terminate upon the submission of a resignation when no successor trustee has been appointed and accepted. Furthermore, and illustrative of Mr. Barney's dissembling to this Court, the Resignation, Release, Acknowledgement, Consent And Indemnification Agreement, attached as Exhibit 1 to Christopher's Motion To Dismiss, expressly provides that Alaska USA Trust Company ("Alaska USA") was the then-serving as Trustee of the Trust on the date on which the situs was transferred to Nevada, and that Alaska USA consented to the same. As such, there was a trustee serving at the point when the situs was changed, and such trustee provided its consent to transfer the Trust.

Both of Christopher and Mr. Barney's newly fabricated arguments regarding Tarja's consent and the lack of a trustee are patently false. Additionally, in another attempt to improperly bolster his claim that the transfer of the Trust's situs was invalid, Christopher and his counsel boldly misstate that Alaska did not receive an opinion of counsel with respect to transferring the situs of the Trust from Alaska to Nevada. As set forth below, Stephen K. Lehnardt ("Mr. Lehnardt"), as Trust Protector, retained the services of Dennis Brislawn, Esq. ("Mr. Brislawn") in 2014, to provide support with the transition of the Trust from Alaska to Nevada. Mr. Brislawn communicated with Mr. Lehnardt, Dunham Trust, and Alaska USA, **and provided an opinion of counsel** regarding the transfer of the Trust's situs to Nevada. Indeed, as set forth in Mr. Lehnardt's billing records, Christopher was integrally involved with the transfer of situs and met with or conferred with Mr. Lehnardt to discuss the same.

As such, each and every allegation made by Christopher and Mr. Barney regarding the "invalidity" of the transfer of situs are false, and they have continued to perpetuate these material misrepresentations to this Court.

---

[7] *See*, Ex. 1, at lines 12-13.

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON | DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

In essence, Christopher asserts that this Court improperly assumed jurisdiction over the Trust because: (1) lack of subject matter jurisdiction due to the absence of conditions precedent to the change of the Trust's situs from Alaska to Nevada[8] as provided for in the First Amendment;[9] (2) the failure to add indispensable parties;[10] and (3) the failure to provide notice and/or service to requisite parties.[11] Notwithstanding the fact that the Court has already properly addressed each of these issues, and subsequently entered an Order thereon, Christopher's Petition For Reconsideration should be denied for the reasons fully set forth herein. Moreover, because the Petition For Reconsideration is obviously frivolous, unnecessary, unwarranted, and multiplies the proceedings to increase the costs unreasonably and vexatious, this Court should award sanctions of attorneys' fees and costs to Ms. Davis for being forced to file the instant Objection.

II. FACTS

Beatrice B. Davis ("Beatrice") created the Trust on July 28, 2000, naming Alaska Trust Company ("Alaska") as the initial Trustee and Mr. Lehnardt as Trust Protector.[12] As fully set forth in the prior pleadings before this Court, the primary asset held in the Trust is an Ashley Cooper Life Insurance Policy (the "Policy") with a face cover value of $35,000,000,[13] and a revolving line of credit for $4,000,000.[14]

Pursuant to Article Three of the Trust, during Beatrice's lifetime, the primary beneficiaries are Christopher, Caroline D. Davis ("Ms. Davis"), and Christopher's son, Winfield Davis

---

[8] *See*, Petition For Reconsideration, at p. 6:19-20.

[9] The First Amendment To The Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, dated February 24, 2014 (the "First Amendment").

[10] *See*, Petition For Reconsideration, at p. 15:17-18, p. 21:10-11, and p. 23:6-7.

[11] *Id*, at p. 15:17-18, and p. 19:11-12.

[12] *See*, Petition To Assume Jurisdiction Over The Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, As Amended On February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis As Investment Trust Advisor And Stephen K. Lehnardt As Distribution Trust Advisor; To Confirm Dunham Trust Company As Directed Trustee; And For Immediate Disclosure Of Documents And Information From Christopher D. Davis, filed with this Court on February 10, 2015 (the "Original Petition"), at Ex. 1.

[13] *Id.*, at Ex. 6.

[14] *Id.*, at Ex. 8.

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

("Winfield). On August 2, 2011, Mr. Lehnardt, as Protector, removed Alaska as Trustee and appointed Alaska USA.[15] During Alaska and Alaska USA's tenure as Trustee, certain loans were taken against the Policy and further distributed to Christopher in his individual capacity, his capacity as Trustee of the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended (the "Revocable Trust"), and his capacity as Manager of the Davis Family Office, a Missouri limited liability company (the "Davis Family Office").

On October 30, 2013, Alaska USA executed the "Resignation of Trustee", indicating that the effective date of such resignation was intended to be "December 5, 2013 or upon the acceptance of trusteeship by a successor, whichever occurs earlier."[16] Dunham Trust Company ("Dunham") was thereafter appointed and accepted tenure as successor Trustee of the Trust on February 24, 2015.[17] Contemporaneously with the appointment and acceptance of trusteeship by Dunham, Mr. Lehnardt, by and through the authority vested in him as Trust Protector, transferred the situs of the Trust from Alaska to Nevada.[18] The transfer of the Situs was acknowledged by Ms. Davis, Christopher, and Winfield.

Pursuant Article One, Section 2 of the First Amendment, the Trust situs is now Nevada, and the Trust and all trusts created thereunder are governed by Nevada law.[19] Article Thirteen, Section 2.d. of the First Amendment, appointed Dunham as the "Directed Trustee" pursuant to NRS §163.553 et. seq.[20] Article Thirteen, Section 2.d. of the First Amendment, further appointed Christopher as the "Investment Trust Advisor" pursuant to NRS §163.5543, and designated him as a "Fiduciary" under NRS §16.554.[21] Pursuant to the First Amendment, Christopher is provided

---

[15] *Id.*, at Ex. 3.

[16] *Id.*, at Ex. 4.

[17] *Id.*, at Ex. 5.

[18] *Id.*

[19] *Id.*, at Ex. 6, p. 1, Art. 1, §2.

[20] *Id.*, at Ex. 6, p. 2, Art. 13, §2.d., First.

[21] *Id.*, at Ex. 6, p.2-3, Art. 13, §2.d., Second.

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

the "full power to manage the investments and reinvestments of the trust", and Dunham, as Directed Trustee, has no authority act or interfere with the actions of Christopher, as the Investment Trust Advisor, unless otherwise directed.[22] Article Thirteen, Section 2.d. of the First Amendment, appointed Mr. Lehnardt, in his capacity as the Trust Protector of the Trust, as the "Distribution Trust Advisor" pursuant to NRS §163.5537, and designated him as "Fiduciary" pursuant to NRS §163.554.[23]

Shortly after Dunham's appointment as Directed Trustee and Christopher's appointment as Investment Trust Advisor, Dunham created FHT Holdings, LLC, a Nevada limited liability company, to which the Policy was transferred. According to the Operating Agreement of FHT Holdings, LLC, Christopher is currently serving as the sole Manager thereof.[24]

Although Ms. Davis has attempted to acquire the documentation and information related to the Policy and the related loans without court intervention, Christopher has consistently stonewalled Ms. Davis and refused to provide information regardless of the fact that: (1) Christopher is acting as a Fiduciary of the Trust, and (2) Ms. Davis is a beneficiary of the Trust entitled to such information.

II. LEGAL ARGUMENT

A. Christopher D. Davis' Petition For Reconsideration Is Procedurally Improper As It Does Not Present New Evidence, Does Not Identify A Change In Controlling Law, And Does Not Identify Any Clear Error.

The Nevada Supreme Court has expressly held that a district court may only reconsider "a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous." Masonry and Tile Contractors Ass'n of S. Nevada v. Jolley, Urga & Wirth, Ltd., 113 Nev. 737, 741, 941 P.2d 486, 489 (1997) (citations omitted). *See also*, Moore v. City of Las Vegas, 92 Nev. 402, 405, 551 P.2d 244, 246 (1976) ("Only in very rare instances in which new issues of fact or law are raised supporting a rule contrary to the ruling already reached

---

[22] *Id.*, at Ex. 6, p. 3., Art. 13, § 2.d, Second.

[23] *Id.*, at Ex. 6, p. 3 Art. 13, §2.d, Third.

[24] A true and correct copy of the Operating Agreement of FHT Holdings, LLC is attached hereto as **Exhibit 2.**

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

should a motion for rehearing be granted"). Indeed, the Nevada Supreme Court has specifically rejected such motions for failing to advance any new legal or factual issues as "superfluous" and held that it constituted an "abuse of discretion for the district court to entertain" such motions. Moore, 92 Nev., at 405, 551 P.2d, at 246.

Additionally, reconsideration is not to "be used to ask the Court to rethink what it has already thought," Motorola Inc. v. J.B. Rodgers Mechanical Contractors, 215 F.R.D. 581, 582 (D. Ariz. 2003), or "to dress up arguments that previously failed." Waddell & Reed Fin., Inc. v. Torchmark Corp., 338 F. Supp. 2d 1248, 1250 (D. Kan. 2004)(citations omitted). Thus, reconsideration motions cannot not be used merely to reargue the arguments the movant already made to the court. *See*, Moore, 92 Nev., at 405, 551 P.2d, at 246 (1976).

Christopher has **not** presented any new facts that were not presented in his pleadings or falsely presented during Mr. Barney's oral arguments at the Hearing that may give rise to this Court reconsidering its Order. Indeed, Christopher's Petition For Reconsideration is nothing more than a reiteration of the facts submitted in his Motion To Dismiss and his Reply to Ms. Davis' Opposition to the Motion to Dismiss.

Additionally, Christopher has failed to cite to a single change in any of the controlling law that this Court has already addressed.[25] Moreover, Christopher has not identified any indication that this Court made a "clear error" which would justify reconsidering its prior judgment. The issues related to the joinder of indispensable parties raised in Christopher's Motion To Dismiss, which were regurgitated in his Petition For Reconsideration, were properly addressed by this Court, and the Court did not find that Ms. Davis failed to join any party that would preclude this Court from assuming jurisdiction over the Trust. Indeed, Christopher further fails to point to any facts or cite to any legal authority that would result in a "manifest unjustice" if Christopher is required to disclose the information he has in his possession, custody, or control as Investment Trust Advisor and Manager of FHT Holdings, LLC. As such, his Petition For Reconsideration is

---

[25] It is important to note that the arguments and case law cited in Christopher's Petition For Reconsideration are exactly the same as presented in his Reply.

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

procedurally improper and should be denied. Notwithstanding the procedural impropriety, if this Court is inclined to entertain Christopher's Petition For Reconsideration, it should still be denied for the reasons fully set forth below.

B. The Transfer Of The Trust's Situs From Alaska To Nevada Is Valid – Tarja's Consent Was Not Required.

Christopher's contention that "all the facts and evidence prove the change of situs (a condition precedent) was invalid and not permitted under the terms of the [Trust]"[26] is without merit. In his Petition For Reconsideration, Christopher relies heavily on the fact that his current wife, Tarja, did not consent to the transfer in situs.[27] Tarja's consent to the change in situs, however, was **not required** to effectuate the same. Article 14, Section 6 of the Trust provides in relevant part as follows:

> "Except as expressly provided herein, the situs of this agreement or any subtrust established hereunder may be changed by the unanimous consent of **all beneficiaries *then eligible* to receive mandatory or discretionary distributions** of net income under this agreement or such subtrust, with the consent of any then-acting Protector and the Trustee thereof, which shall be given only after the Trustee has obtained advice from counsel as to the tax and other consequences of a change in situs."[28]

While Article 8, Section 3(d) permits a trustee to "make distributions from the trust share of a Primary Beneficiary to or for the health, education, maintenance and support of the ***spouse*** of the Primary Beneficiary,"[29] such person **must** first qualify as a "spouse" pursuant to the express terms of the Trust.

Article Fourteen of the Trust, entitled "Definitions and General Provisions" provides a definition for what/who qualifies as a "spouse". Specifically, Article Fourteen, Section 1(j), entitled "Spouses", provides as follows:

---

[26] *See*, Petition For Reconsideration, at p. 7:6-8.

[27] *Id.*, at p.8:17-21.

[28] *See*, Original Petition, at Ex. 1, Art. 14, § 6. (Emphasis added).

[29] *Id.*, at Ex. 1, Art. 8, §3(d). (Emphasis added).

SOLOMON DWIGGINS & FREER
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
TRUST AND ESTATE ATTORNEYS

> "An individual is a 'spouse' if such individual is the then current spouse of a child of mine on the signing date of this trust. If an individual enters into a valid marital union, as defined in paragraph a. of this section, with a child of mine or a beneficiary of mine **following the signing of this trust, then such individual *may* qualify as a 'spouse' if that *if the* (sic) *marital union exists continuously for a period of ten years*,** and that individual is not legally separated from the person under a decree of divorce or separate maintenance."[30]

According to the Declaration Of Tarja Davis, a true and correct copy of which is attached hereto as **Exhibit 3**, Christopher and Tarja did not get married until February 22, 2012. As Christopher and Tarja were only married for a little over two (2) years at the time the situs was transferred, Tarja **did not** meet the ten (10) year criteria as set forth in the Trust and, therefore, **did not qualify as a "spouse"** thereunder. Indeed, pursuant to the terms of the Trust, Tarja still does not qualify as a "spouse". Consequently, Tarja is not, and was not, a "beneficiary then eligible to receive mandatory or discretionary distributions"[31] and her consent was not required to transfer the situs from Alaska to Nevada.

C. The Transfer Of The Trust's Situs From Alaska To Nevada Is Valid – Alaska USA Was The Then-Acting Trustee At The Point In Time In Which The Trust's Situs Was Changed And Consented To Such Transfer Of Situs.

Christopher also hinges his argument related invalidity of the transfer of situs from Alaska to Nevada on the supposition that "there was no acting Trustee to provide informed consent to the change in situs."[32] Christopher bases this misplaced contention on the fact that Alaska USA tendered its resignation as of December 5, 2013, and the First Amendment effectuating the change in situs was executed on February 24, 2014. It is a well-known tenet of trust law that simply submitting a resignation of trusteeship does not, in and of itself, obviate a trustee of its duties to act, nor does it automatically remove the trustee from its role as such. Indeed, Alaska has codified such principle in Alaska Statutes, Section 13.36.077(1), which provides that "unless

---

[30] *Id.*, at Ex. 1, Art 14, §1(j). (Emphasis added).

[31] Id., at Ex. 1, Art. 14, § 6.

[32] *See*, Petition For Reconsideration, at p. 8:13-14.

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON | DWIGGINS & FRERER
TRUST AND ESTATE ATTORNEYS

a co-trustee remains or the court otherwise orders, and until the trust property is delivered to a successor trustee or another qualified person entitled to the trust property, **a trustee who has resigned** or been removed **has the duties of a trustee** and the powers necessary to protect the trust property." Indeed, pursuant to the Declaration Of Janet K. Tempel, Senior Trust Officer at Alaska USA, because "[a] successor trustee was not designated on or before December 5, 2013, [] Alaska USA retained the duties of trustee and powers necessary to protect the trust property pursuant to Alaska law...Pursuant to the Agreement, Alaska USA effectively resigned as Trustee of the Trust on February 24, 2014, as Dunham Trust Company was contemporaneously appointed as successor Trustee."[33]

Moreover, pursuant to the recitals set forth in the Resignation, Release, Acknowledgement, Consent And Indemnification Agreement (the "Release"), Alaska USA was still serving as Trustee of the Trust on February 24, 2014, the date the Frist Amendment was executed. Specifically, the pertinent recital provides as follows: "WHEREAS, AUTC[34] **is the currently serving trustee of the Trust**..."[35] NRS 47.240, entitled "Conclusive presumptions" provides that "[t]he truth of the fact recited, **from the recital in a written instrument between the parties thereto**..." is presumed conclusive. Therefore, contrary to Christopher's misplaced assertion, there was an acting Trustee (i.e. Alaska USA) acting on behalf of the Trust to transfer the situs from Alaska to Nevada on February 24, 2014.

Christopher's assertion that "the change in situs under the purported First Amendment must be presumed invalid until such evidence of an acting Trustee's consent can be produced"[36] is without merit. Another well-known tenet of trust law is that a trust or amendment thereto is

---

[33] *See*, Declaration Of Janet K. Tempel, Senior Trust Officer, a true and correct copy of which is attached hereto as **Exhibit 4**, at ¶¶ 5 and 7.

[34] *See*, Resignation, Release, Acknowledgement, Consent And Indemnification Agreement, a true and correct copy of which is attached hereto as **Exhibit 5** (defining Alaska USA Trust Company of Anchorage, Alaska as "AUTC").

[35] *Id.* (Emphasis added).

[36] *See*, Petition For Reconsideration, at p. 11:19-20.

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

presumed to be valid **unless** proven otherwise, and the burden of proving the invalidity of such instrument rests upon the person so claiming.[37] Notwithstanding the burden of proof resting upon Christopher's shoulders, Christopher has not produced a single piece of evidence to support his position that Alaska USA did not consent to the transfer of situs. Indeed, the fact that Alaska USA executed the Release, which includes within it a provision entitled "Consent to Change of Situs and Amendment of Trust", is sufficient evidence that Alaska USA, as the "the currently serving trustee of the Trust", **expressly** consented to the transfer of the Trust's situs from Alaska to Nevada. Section 1 of the Release, in relevant part, specifically provides that "AUTC (Alaska USA) and the Protector hereby consent to the changing of the situs of the Trust from Alaska to Nevada."[38] Given the facts and circumstances regarding the transfer in situs (i.e. the First Amendment and Release), it cannot reasonably be argued that Alaska USA did not provide the requisite consent for such action.

D. The Transfer Of The Trust's Situs From Alaska To Nevada Is Valid – Alaska USA Did Receive Advice Of Counsel.

Additionally, Christopher's contention that, "[a]ny amendment to change the situs of the [Trust] would require the opinion of legal counsel as to its effect...[and that] [t]here is simply no evidence to suggest that such an opinion was obtained..."[39] is also false. Notwithstanding the fact that the **burden rests upon Christopher to prove that no such opinion was obtained**, Alaska did receive a legal opinion from Mr. Brislawn regarding the transfer of the Trust's situs from Alaska to Nevada.[40] Specifically, Mr. Brislawn was retained by Mr. Lehnardt, as Trust Protector, "to provide limited support in changing trust situs from Alaska (where [he] is also licensed to

---

[37] *See*, In re Melter, 167 Wash.App. 285, 298, 273 P.3d 991, 998 (Wash.App. 2012) (providing that unless proven otherwise, "[a] will [or trust] is presumed to be valid. It may be disregarded when a will [or trust] contestant presents clear, cogent and convincing evidence" that it is invalid).

[38] *See*, Ex. 4, at ¶ 1, p. 2.

[39] *Id.*, at p. 14:25-15:1; 15:3-4.

[40] *See*, Email communication from Dennis Brislawn, Esq. to Joshua M. Hood, Esq., dated August 22, 2014, a true and correct copy of which is attached hereto as **Exhibit 6.**

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

practice) to Nevada."[41] In so doing, Mr. Brislawn "communicated with **both trust companies** (referring to Dunham and Alaska USA) in documenting the transfer...[and] **provided an opinion of counsel** with documentation supporting trust protector action."[42]

Christopher's contention that Alaska USA did not obtain advice of counsel is a gross misrepresentation of the facts to this Court, especially considering how integrally involved Christopher was in the process of transferring the Trust's situs. Indeed, a review of Mr. Lehnardt's billing invoices indicates that Christopher was keenly aware of the facts and circumstances regarding Mr. Brislawn's involvement:

(a) 12/23/2013 – Emails from and to D Brislawn regarding change of trustee and capital and surplus issue, **telephone call to C Davis regarding the same**;[43]

(b) 01/07/2014 – telephone call to D Brislawn (msg) regarding AK Trust modification, **Telephone call from C Davis regarding trustee change and multiple related items, discussion of Dunham trust and modification**;[44]

(c) 01/15/2014 – **Telephone calls from C Davis regarding transfer of trustee**...email to D Brislawn regarding same;[45]

(d) 01/17/2014 – Emails from and to D Brislawn regarding transfer of trustee, **Telephone call from C Davis regarding trustee**, Telephone call to D Brislawn to discuss trustee transfer and modification of trust document; [46]

(e) 01/24/2014 – Emails to D Brislawn and S. Coressel regarding trustee transfer and LLC items, Telephone call from J Tempel regarding transfer of trustee status, **telephone call to C Davis regarding the same**;[47]

---

41 *Id.*

42 *Id.* (Emphasis added).

43 *See*, Lehnardt & Lehnardt, LLC invoices, true and correct copies of which are attached hereto as **Exhibit 7**.

44 *Id.*

45 *Id.*

46 *Id.*

47 *Id.*

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

(f) 02/04/204 – Telephone call form C Davis regarding trustee change, telephone call from D Brislawn regarding same, review documents, **telephone call to C Davis regarding same;**[48]

(g) 02/18/2014 – Prepare for and Meeting with C Davis, discuss with D Brislawn regarding Trust Distribution Advisor and trustee changes;[49]

Based upon the fact that: (1) Tarja's consent was not required to transfer situs; (2) Alaska USA was acting as Trustee at the time the situs was transferred; and (3) Alaska USA did obtain advice of counsel regarding the transfer of situs, the Trust was properly and validly transferred from Alaska to Nevada.

E. Christopher Is Estopped From Claiming: (1) That The Transfer Of The Trust's Situs Is Invalid; (2) That The Appointment And Acceptance Of Dunham Trust Is Invalid; and (3) That His Appointment And Acceptance Of Himself As Investment Trust Advisor Is Invalid.

Due to the fact that Christopher consented to the transfer of the Trust's situs, the appointment of Dunham as Directed Trustee, and the appointment of himself as Investment Trust Advisor, he is estopped from now claiming that: (1) transfer is invalid; (2) Dunham's appointment Directed Trustee is invalid; and (3) that his appointment as Investment Trust Advisor is invalid.

Equitable estoppel consists of the following elements: (1) the party to be estopped must be apprised of the true facts, (2) that party must intend that his conduct shall be acted upon or must so act that the party asserting estoppel has the right to believe it was so intended, (3) the party asserting estoppel must be ignorant of the true state of the facts, and (4) the party asserting estoppel must have detrimentally relied on the other party's conduct. Las Vegas Convention and Visitors Authority v. Miller, 124 Nev. 669, 698, 191 P.3d 1138, 1157 (Nev. 2008).

Christopher was apprised of the facts and intended that his conduct be acted upon, and, in fact, did act by directing the creation of FHT Holdings LLC and the transfer of the Policy to such entity. Again, Dunham's authority to act rests solely in the hands of Christopher as Dunham

---

48 *Id.*

49 *Id.*

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

serves only as a Directed Trustee. Without Christopher providing his direction and authorization, Dunham could not have created FHT Holdings, LLC or transferred the Trust's primary asset (the Policy) thereto. Additionally, the creation of FHT Holdings, LLC and the transfer of the Policy all took place without Caroline's knowledge or consent. Although Caroline did provide her consent related to the appointment of Christopher as Investment Trust Advisor, her reliance upon Christopher to properly perform his duties as a Fiduciary and protect her interest in the Trust was not only unintentionally misplaced, but detrimental to her.

The actions Christopher has taken as Investment Trust Advisor, all the meanwhile having full knowledge of the facts and circumstance relating the First Amendment and its implications, precludes him from asserting that the First Amendment or any provision thereof is invalid. As this Court correctly pointed out during the April 22, 2015 hearing, the parties involved have been relying on the First Amendment (and the authority granted therein) and have been acting based upon the presumed validity of such document. Specifically, the Court noted that, notwithstanding all that has taken place over the last year, Christopher, after being hauled into court, now contends that "[a]ll of those things I told you to do this last year, I was wrong. I should never have told you to do those things because I don't have a valid authority. Ooops. My bad. Let's go back to Alaska and fix it." *See*, April 22, 2015 Hearing Transcript, at p. 43:13-17, a copy of which is attached hereto as **Exhibit 8**. Christopher's own actions and acquiescence preclude him from now claiming that the Frist Amendment is invalid.

Equitable estoppel functions to prevent a person, who by his actions or conduct, or silence when it is his duty to speak, from asserting a right that he otherwise would have had. *Gardner v. Pierce*, 22 Nev. 146, 36 P. 782, 783 (Nev. 1894). Furthermore, equitable estoppel also functions to prevent the assertion of legal rights that, in equity and good conscience, should not be available due to the party's conduct. *Id.* As such, Christopher must not be permitted to assert such baseless claims relating to the invalidity of the First Amendment or the implications thereof.

///

///

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

F. All Necessary And Indispensable Parties Have Been Made Parties To This Matter And Have Received Proper Notice.

This Court has already addressed Christopher's contention that Ms. Davis failed to join indispensable parties in Christopher's Motion To Dismiss, and subsequently denied such motion.[50] Notwithstanding, Christopher attempts to raise this very same argument in his Petition For Rehearing, and further attempts to bolster this argument by claiming that Ms. Davis failed to join other additional indispensable parties. In essence, Christopher is now claiming that any person or entity who may have been involved in the distribution or receipt of loan proceeds or who may be involved in the administration of the Trust or Policy, no matter how remotely involved, must be made parties to this matter and receive proper notice.

Although it has already been set forth in great detail throughout the prior pleadings (and addressed by this Court), Ms. Davis, again, asserts that Alaska and Alaska USA are not necessary or indispensable parties as they do not have an interest in the outcome of this matter. The request for information and documentation from Christopher **does not** place Alaska or Alaska USA in a position in which they would need to protect any interest, nor are they subjected to any "substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of the claimed interest."[51] Furthermore, joinder of Alaska and Alaska USA in the instant matter is not necessary or integral to granting Ms. Davis' relief requested (i.e. compelling Mr. Davis to produce information and documents relative to the Trust administration pursuant to his obligation to do so as Investment Trust Advisor). As such, neither Alaska nor Alaska USA need be joined or provided notice.

Christopher, in his capacity as Investment Trust Advisor, has possession, custody, and control over all of the documentation and information requested by Ms. Davis, which is information and documentation that she is specifically entitled to. Requiring Ms. Davis to join Alaska and Alaska USA as parties to this matter simply because they were involved as **prior**

---

[50] *See*, Order, previously filed with this Court on June 24, 2015 (providing "IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Christopher D. Davis' Motion to Dismiss is denied.")

[51] *See*, NRCP 19(a)(2)(i)-(ii).

SOLOMON | DWIGGINS & FREER | TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

trustees would be tantamount to requiring any beneficiary to join each and every prior trustee of a trust that *may* have information or documentation relevant to the administration of a trust no matter how far removed such prior trustee is. Christopher's argument regarding the joinder of Alaska and Alaska USA may be more compelling if they were the **only** parties with such information. This, however, is not the case. The Policy loans are **still** outstanding, and are **still** assets of the Trust – a Trust for which Christopher is currently serving as a Fiduciary, and for which he owes fiduciary duties. In a desperate attempt to further muddy the water, Christopher asserts that the custodian of the Policy was not properly served with notice of the instant matter.[52] However, much like Alaska and Alaska USA, the custodian of the Policy is not an indispensable party as no claims for relief have been sought against it, and service upon the custodian is not necessary.

Likewise, Christopher's assertion that he "will be subjected to double or multiple or otherwise inconsistent obligations in possibly many jurisdiction"[53] without the joinder of Alaska and Alaska USA is without merit. Christopher, upon accepting his tenure as Investment Trust Advisor, also accepted the fiduciary duties that accompany such position, including the duty to accept and maintain the Trust's books and records, and the duty to account for the management of the Trust's assets. The Trust specifically requires that the "books and records along with all trust documentation **shall** be available and open at all reasonable times to the inspection of the trust beneficiaries and their representatives."[54] Notwithstanding the express language of the trust relating to the inspection of the books and records, it is a well-established principle of trust law that a beneficiary is entitled to inspect the books and records of a trust. *See*, In re Rosenblum's Estate, 459 Pa. 201, 215, 328 A.2d 158, 165 (1974) (holding that it is "[n]ot that a trustee is bound to submit to a vexatious and unwarrantable call for books and papers, but that at all reasonable

---

[52] *See*, Petition For Reconsideration, at p. 22:22-23.

[53] *See*, Petition For Reconsideration, at p. 23:22-23.

[54] *Id.*, at Ex. 1, Art. 12, § 4. (Emphasis added).

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

times, in proper places, the books and accounts should, on call, be submitted to those who have a right to the inspection of them .... (S)ubject to the principles above stated, he must give to his co-trustee **and the parties interested** ample opportunity to look into the condition of the estate.) (Emphasis added).

Ms. Davis' requests for relief are simply an attempt exercise her rights under the Trust and existing trust law. Unfortunately, Christopher has taken it upon himself to ignore the express terms of the Trust and to deny Ms. Davis of her rights thereunder. As the Trust's situs was properly transferred to Nevada and Christopher accepted his tenure and duties as Investment Trust Advisor, thereby submitting to the jurisdiction of the State of Nevada, Ms. Davis' request for information from him is properly before this Court. Additionally, Christopher is not subject to any additional obligations in any other jurisdiction as Investment Trust Advisor.

Christopher also materially misrepresents Ms. Davis' claims for relief by asserting that Ms. Davis requested that this Court assume "jurisdiction over Christopher Davis, individually, as trustee of the Revocable Trust, and as manager for FHT Holdings without bothering to properly serve them with personal service pursuant to NRCP 4."[55] Ms. Davis, however, **has not** requested this Court to assume jurisdiction over Christopher, individually, or as Trustee of the Revocable Trust.[56] Christopher's misrepresentations are simply an attempt to divert this Court's attention from the relief requested from the actual person who has this information – Christopher.

Based upon the forgoing, Ms. Davis has named each of the necessary and indispensable parties to this action, and has provided the requisite notice to each party pursuant to NRS 155.010.

///

///

///

///

---

[55] *See*, Petition For Reconsideration, at p. 22:19-21.

[56] *See*, Original Petition, at 9:21.

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON | DWIGGINS & FREER | TRUST AND ESTATE ATTORNEYS

G. This Court Properly Assumed Jurisdiction Over Christopher D. Davis As Manager Of FHT Holdings, LLC And May Exercise Authority Over Christopher D. Davis To Produce Documents Relevant To The Trust And Beneficiaries Thereto.

Christopher alleges "proper notice and service are required for personal jurisdiction over a party especially when requesting the court to exercise power and authority over an individual party or upon a business entity."[57] First, and foremost, Christopher is the Investment Trust Advisor of the Trust and is the only individual who possesses the authority to act with respect to the investment of Trust assets. Second, Dunham is the Directed Trustee and may only act upon the direction of Christopher, as Investment Trust Advisor. As such, the creation FHT Holdings, LLC could not have been accomplished but for Christopher instructing Dunham to do so. FHT Holdings, LLC is: (1) an entity that is wholly owned by the Trust; (2) the entity to which ownership of the Trust's primary asset (the Policy) was transferred to; and (3) solely Managed by Christopher.

Christopher's contention that he "has no power over the Ashley Cooper policy"[58] is disingenuous. Christopher, as Manager of FHT Holdings, LLC, has considerable power over the Policy. FHT Holdings, LLC is the **Owner** of the Policy, [59] and, therefore, Christopher, as Manager, may: (1) terminate the Policy;[60] (2) change the beneficiary;[61] (3) change the specified amount of the Policy;[62] and (4) make additional loans from the Policy[63] without the consent of

---

[57] *Id.*, at p. 20:20-23.

[58] *Id.*, at p. 5:11-12.

[59] *See*, Assignment Of Policy Interest, dated April 10, 2014 and Change Of Owner, dated April 10, 2014, true and correct copies of which are collectively attached hereto as **Exhibit 9**.

[60] *See*, Original Petition, at Ex 6, § 2.2(d) (which provides that the Policy may be terminate when "You request the coverage be terminated and You return this Policy.")

[61] *Id.*, at Ex. 6, § 2.9, ("Subject to Section 2.10, You may change the Beneficiary during the Insured's lifetime.")

[62] *Id.*, at Ex. 6, § 9.1 ("After the Policy has been in effect for one year, You can increase or decrease the Specified Amount.)

[63] *Id.*, at Ex. 6, § 10.2 ("At any time or times after the Policy anniversary, You may obtain one or more Policy loans from Us.")

SOLOMON | DWIGGINS & FREER | TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

any of the Trust's beneficiaries.[64] Again, Christopher, in his capacities as Manager of FHT Holdings, LLC and Investment Trust Advisor, is the only person who possesses the authority to manage the assets of the Trust. Indeed, it is apparent that Christopher, as Manager of FHT Holdings, LLC, has already exercised his authority over the Policy and requested an additional loan. *See*, Email from Shanna Coressel, dated April 9, 2014 (stating that Christopher can "take the proverbial 'bull by the horns' and **move forward with the funding [he] needs**."); *see also*, Email from Mr. Lehnardt, dated April 29, 2014, with the Subject entitled "RE: Ashley Cooper" (stating that the "[f]ollowing is the amount of the **interim draw request: $489,500**" to be distributed to the Revocable Living Trust, LLC (presumably the Davis Family Office), and to Christopher), true and correct copies of the aforementioned emails are collectively attached hereto as **Exhibit 10.**

Christopher cites to Matter of Schnur, 39 Misc.2d 880, 242 N.Y.S.2d 216 (1963) to supposedly support his position that FHT Holdings, LLC's corporate form must be respected. This case, however, actually supports Ms. Davis' position that the Court may look passed FHT Holdings, LLC's corporate form, as an asset of the Trust, given the circumstances. Specifically, the Schnur court stated that "it is not so much a matter of disregarding the corporate form, but rather **giving paramount consideration to the testamentary plan and scheme**, and effectuating it in the manner prescribed by the testator. (citations omitted). Sometimes due consideration of the testamentary plan demands that the corporate form be respected. **This is particularly true where the testator directed the formation of a corporation or the continuance of one formed during his lifetime**." Schnur, 39 Misc.2d, at 887-888. (Emphasis added). As Christopher correctly points out, Beatrice did not create FHT Holdings, LLC, nor did she specify that it be given consideration as part of her testamentary scheme.[65] This is all the more reason why the corporate form need not be strictly adhered to in this particular situation.

---

[64] *Id.*, at Ex. 6, § 2.7 ("Subject to provisions in Section 2.10 , during the life of the Insured You are entitled to exercise all rights and privileges under this Policy...To exercise a right, You do not need the consent of anyone who has only a conditional or future interest in this Policy.")

[65] Petition For Reconsideration, at p. 20:3-5.

SOLOMON DWIGGINS & FRERER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

Indeed, the paramount consideration to Beatrice's testamentary scheme "is to provide a financial resource base that will support and protect [her] family for generations to come."[66] Nowhere in the Trust is there reference to Beatrice's testamentary plan involving or predicting Christopher be appointed as Investment Trust Advisor, and/or be vested with the authority to manage the entirety of the Trust assets. Similarly, Beatrice's testamentary plan entirely devoid of any intent for the removal of the primary Trust asset (the Policy), which is specifically intended for the benefit and use of Beatrice's family for generations to come. Moreover, FHT Holdings, LLC is wholly owned by the Trust and currently holds the $35,000,000 policy intended to benefit the beneficiaries of the Trust. In situations where an entity is "wholly owned by the trust and directly holds and controls all of the [entity's] assets, courts are less reluctant to ignore the corporate entity and to consider the corporation, which is usually a holding company, an adjunct of the trust." Matter of Estate of Butterfield, 418 Mich. 241, 257-258, 341 N.W.2d 453, 460 (Mich. 1983).

As this Court may properly look beyond the corporate form, this Court may also exercise its authority over Christopher as Manager of FHT Holdings, LLC, and further require him to disclose any and all information as it relates to the Trust or the beneficiaries without regard to which capacity he obtains such information. Indeed, "the Court may control and direct the actions of the fiduciaries, and this may, whether directly or indirectly, affect their actions as officers or directors of corporations of the stock which they hold in their fiduciary capacities, **and by virtue of the same power the Court may direct a fiduciary to exhibit all information within its control which bears on the fortunes of the estate and to take whatever actions may be necessary to get the required data**." Matter of Murray's Will, 88 N.Y.S.2d 579, 582 (N.Y. Sur. Ct. 1949) (Emphasis added). As set forth in Jennings v. Speaker, 1 Kan.App.2d 610, 616, 571 P.2d 358, 364 (Kan. Ct. App. 1977), "[w]hether the corporate entity should be ignored and the corporation considered an adjunct of the estate depends on the circumstances [] but **accountability was indisputable**. The court reemphasized that in his capacity as director a

---

[66] *See*, Original Petition, at Ex. 6, Art.8, § 3(b).

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

trustee is bound by the same fiduciary standards that govern his conduct as trustee, including the duty of undivided loyalty to the beneficiary untrammeled by the trustee's private interests." As such, the Jennings Court found that a court has the "equitable power to ignore the corporate entity and to require the trustees to account." *Id. See also*, Blue Chip Emerald LLC, A.D.2d 278, 279 N.Y. 2008) "[w]hen a fiduciary, in furtherance of its individual interest, deals with the beneficiary in a matter relating to the fiduciary relationship, the **fiduciary is strictly obligated to make full disclosure of all material facts**." (referencing Brinbaum v. Brinbaum 73 N.Y.2d 461, 539 N.E.2d 574 (N.Y. 1989)). (Emphasis added).

In In re Steuers Estate, 4 Misc.2d 129, 152 N.Y.S.2d 257 (N.Y. Surr 1956), the executors of an estate, one of which was also officer and director of a corporation partly owned by the estate, opposed the beneficiaries' request for information that the executors had in their possession, custody, and control as officers or directors of such corporation. The Court stated that "[a] fiduciary who holds in trust stock of a corporation in which he is also an officer or employee, may become liable as a fiduciary for a depreciation of the estate's shares due to his own act or neglect." 4 Misc.2d, at. 130, 152 N.Y.S.2d, at. 259. As such, the Court held that "the activities of an executor in the corporate affairs and his knowledge of the actions of others in running the business are proper subjects of inquiry." *Id.* Therefore, a fiduciary who is also serving as director or officer of a corporation may be compelled to disclose any information related to the estate or trust's interest that the fiduciary possesses in his capacity as director or officer. *See also*, In re Voice's Will, 35 Misc.2d 225, 227, 227 N.Y.S.2d 991, 994 (N.Y. Surr. 1962) (holding that "[s]ince the trustee controls the corporation by reason of the stock held by the trust added to the stock held by them personally, they can be compelled to disclose the details of the corporation's activities. Since an examination of the corporate activities is proper, the production of relevant and material books and records of the corporation upon such examination is also proper.")

Although FHT Holdings, LLC is an entity separate from the Trust, the Trust is the sole member owning a 100% interest in said entity. By virtue of Christopher's status as Investment Trust Advisor and Manager of FHT Holdings, LLC, he is the sole person in control of the Trust's

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

primary asset (the Policy), and, therefore, may be ordered to produce any and all information pertaining thereto. *See*, In re Rappaport's Estate, 96 N.Y.S.2d 741, 743 (N.Y. Surr. 1950) (holding that a Trustee of a trust that controls the majority interest of a corporation by virtue of being trustee and in his individual capacity may be compelled to disclose information related to the corporation and the corporation's wholly owned subsidiary. Specifically, the Court held that "[i]nformation obtained by an executor in his capacity of a stockholder may likewise be disclosed.")

As such, whether acting as Manager of FHT Holdings, LLC, Trustee of the Revocable Trust, or Manager of the Davis Family Office, or acting in his individual capacity, Christopher, as a "Fiduciary" of the Trust, is required to disclose any and all information that he has in his possession, custody, or control that may affect the beneficiaries of the Trust without regard to the character of the "capacity" Christopher was serving in at the time. This Court's order requiring Christopher, as Manager of FHT Holdings, LLC, to provide all information in his possession, custody or control was proper.

H. This Court Has Jurisdiction Over The Trust As A proceeding *In Rem.*

This Court originally assumed jurisdiction over the Trust under the theory of "constructive trust" based upon the fact that the Trust situs was transferred to Nevada, a Nevada Trustee was currently serving, and "action on behalf of the trust has been taken in Nevada."[67] However, as fully set forth above, the transfer in situs was proper and this court should, therefore, assume jurisdiction over the Trust as a proceeding *in rem* pursuant to NRS 164.010.

Christopher's contention that the Court improperly assumed jurisdiction "without determining whether [he] resides or conducts business here in the capacity of a Trustee..." pursuant NRS 164.010 is misplaced. Christopher's capacities as Investment Trust Advisor and Manager of FHT Holdings, LLC are inextricably intertwined, and actions taken by Christopher as Manager of FHT Holdings, LLC are imputed to him as Investment Trust Advisor.

---

[67] *See*, Order, at p.2:18-19.

SOLOMON DWIGGINS & FREER
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
TRUST AND ESTATE ATTORNEYS

According to the Nevada Secretary of State, the registered agent for FHT Holdings, LLC is Registered Agent Solutions, Inc., located at 4625 West Nevso Drive, Suite 2, Las Vegas, Nevada 89103.[68] Based upon the fact that FHT Holdings, LLC's registered agent is located in the city of Las Vegas, Clark County, Nevada, Christopher does conduct business in Clark County, and jurisdiction in Clark County is proper. Consequently, because the transfer in situs was proper, and because the Trust "conducts business" in Clark County, this Court may assume jurisdiction over the Trust as a proceeding *in rem*.

I. Petition For Sanctions.

Because Christopher's Motion For Reconsideration is obviously frivolous, unnecessary, and unwarranted and so multiplies the proceedings in this matter, Ms. Davis should be awarded attorneys' fees and costs for being forced to prepare an Objection to the Petition For Reconsideration. Specifically, EDCR 7.60(b), in relevant part provides:

> "The Court may, after notice and an opportunity to be heard, impose upon an attorney or party any and all sanctions which may, under the facts of the case, be reasonable, including the imposition of finds, **costs or attorney's fees** when an attorney or a party without just cause:
>
> (1) Presents to the court a motion or an opposition to a motion which is **obviously frivolous, unnecessary or unwarranted.**
>
> ***
>
> (3) So multiplies the proceedings in a case as to **increase costs unreasonably and vexatiously**" (Emphasis added).

///

///

///

///

///

///

---

[68] *See*, Nevada Secretary of State, Entity Details, print-out, a true and correct copy of which is attached hereto as **Exhibit 11**.

SOLOMON | DWIGGINS & FREER | TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

WHEREFORE, Caroline Davis respectfully request that:

(1) Christopher D. Davis' Petition For Rehearing be denied in its entirety; and

(2) Caroline Davis be awarded attorneys' fees and costs for being forced to file the instant Objection to Christopher D. Davis' Petition For Reconsideration.

Dated this 31st day of July, 2015.

SOLOMON DWIGGINS & FREER, LTD

Mark A. Solomon, Esq. (Bar No. 418)
Joshua M. Hood, Esq. (Bar No. 12777)
9060 Cheyenne Avenue
Las Vegas, Nevada
Telephone: (702) 853-5483
Facsimile: (702) 853-5485
Attorneys for Caroline D. Davis

SOLOMON DWIGGINS & FREER
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
TRUST AND ESTATE ATTORNEYS

Exhibit 1

Exhibit 1

MR. BARNEY: Taria [phonetic] is the wife of Christopher Davis.

THE COURT: Okay.

MR. SOLOMON: Not at the time of this.

THE COURT: Okay. All right.

MR. BARNEY: Yes. And, in fact, it's clear that they understood she was a beneficiary because in their Opposition to our Motion to Dismiss, they actually notice -- they took to notice her, okay, but they hadn't previously done so. Okay. It's clear that she did not consent to this.

There also wasn't an acting Alaska Trustee at that point to consent to the transfer. Mr. Solomon presented evidence that was very clear that on December 5th that Alaska Trust USA tendered their resignation and was no longer the Trustee at that point. Then, allegedly, in February, the first amendment was produced wherein the change in situs occurred, allegedly, and a new Trustee was appointed in that same document.

Now, Your Honor, that begs the question: How could a Nevada Trustee based in Nevada who could only operate within that situs be the Trustee that referred to in the trust but had to receive counsel before they made the change in situs that would also make the amendment operative as a condition precedent and then go ahead and

Exhibit 2

Exhibit 2

OPERATING AGREEMENT

of

FHT HOLDINGS L.L.C.

A Nevada Limited Liability Company

This Operating Agreement (the "Agreement") of FHT holdings L.L.C., a Nevada limited liability company, is entered into by Dunham Trust Company of 241 Ridge Street, Suite 100, Reno, Nevada 89501 (the "Trustee"), Trustee of the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000 (the "Trust), the sole member (the "Member").

Article 1. Formation of Company

1.1. Name

The name of the limited liability company is FHT holdings L.L.C. (the "Company").

1.2. Formation

The Company was formed on March 28, 2014, pursuant to the Nevada Limited Liabilty Company Act (the "Act") when its Certificate of Formation (the "Certificate") was filed with the office of the Secretary of State of Nevada.

1.3. Principal Place of Business

The Company's principal place of business is:

FHT Holdings L.L.C.
c/o Dunham Trust Company
241 Ridge Street, Suite 100
Reno, Nevada 89501

1.4. Registered Office and Registered Agent

The Company's registered agent in Nevada is Registered Agent Solutions, Inc. . The Company's registered office in Nevada is 4625 W. Nevso Drive, Suite 2, Las Vegas, NV 89103. The registered office and/or registered agent may be changed by the Member as provided in the Act.

1.5. Defects as to Formalities

A failure to observe any formalities or requirements of this Agreement, the Certificate, or the Act shall not be grounds for imposing personal liability on the Member for the liabilities of the Company.

Article 2. Business of Company

The business of the Company shall be to carry on any lawful business or activity, which may be conducted by a limited liability company organized under the Act.

Article 3. Member, Contribution, Duty of Loyalty

3.1. Name and Address of Member

The Member's name and address is:

Dunham Trust Company,
Trustee of the Beatrice B. Davis
Family Heritage Trust
241 Ridge Street, Suite 100
Reno, Nevada 89501

3.2. Contribution

The Member shall make the contribution described on Exhibit A having the value there specified. No interest shall accrue on any contribution and the Member shall not have the right to withdraw or be repaid any contribution except as provided in this Agreement. The Member may, at the Member's sole discretion, make additional contributions, but, notwithstanding anything to the contrary in this Agreement, the Member shall have no obligation to do so.

3.3. Duty of Loyalty

The Member may have and engage in business and investment interests and activities other than the Company, and need not account to the Company for profits or remuneration gained thereby. The Member may enter into transactions considered to be competitive with or similar to those of the Company, or a business opportunity beneficial to the Company, and the Company waives any right or claim to participate therein. The Member has no duty to account to the Company or to hold as trustee for the Company any property, profit or benefit derived by the Member in the formation, conduct or winding-up of the Company or from the use or appropriation of any Company property.

3.4. Other Self Interest

The Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interests. The Member may lend money to and transact other business with the Company, and the rights and obligations of the Member in such transactions shall be the same as those of a person who is not a member. No transactions with the Company shall be voidable solely because the Member has a direct or indirect interest in the transaction.

Article 4. Manner of Action by Member

4.1. Meetings

4.1.1. Right to Call

The Manager or the Member, may call a meeting by giving written notice to the Member, Manager and the Company not less than thirty (30), or more than sixty (60), days prior to the date of the meeting. The notice must specify the date, time and place of the meeting and the nature of any business to be transacted. The Member may waive notice of a meeting, in writing, or by attendance at the meeting.

4.1.2. Time and Place

Unless otherwise specified in the notice of meeting, all meetings shall be held at 2:00 p.m. on a regular business day of the LLC, at the LLC's principal place of business unless otherwise stated in the notice of such meeting. No meeting may be held on a Sunday or legal holiday; at a time that is before 7:30 a.m. or after 9:00 p.m.; or at a place more than sixty (60) miles from the LLC's principal place of business.

4.1.3. Proxy Voting

A Member may act at a meeting through a person authorized by signed proxy.

4.1.4. Required Vote

Except with respect to matters for which a greater minimum vote is required by the Act or this Agreement, the vote of Members whose aggregate holdings exceed three-fourths (3/4) of the outstanding Membership Interests will constitute the act of the Members at a meeting of Members.

4.2. Written Consent

The Member may act without a meeting by written consent describing the action and signed by the Member.

4.3. Limitation on Individual Authority

A Member who is not also the Manager has no authority to bind the LLC. A Member whose unauthorized act obligates the LLC to a third party is hereby obligated to indemnify the LLC for any costs or damages the LLC incurs as a result of the unauthorized act.

4.4. Negation of Fiduciary Duties

A Member who is not also the Manager owes no fiduciary duties to the LLC solely by reason of being a Member.

Article 5. Manager Managed

5.1. Representative Management

The LLC will be managed by one Manager. By execution of this Agreement, and without prejudice to the right of the Members to remove the Manager as set forth in Article 5.8.3, the Initial Member and each person hereafter admitted as a Member, other than Transferees, shall be deemed to have elected such Manager. The initial manager of the LLC shall be: Christopher D. Davis.

5.2. Time Devoted to Business

The Manager will devote to the LLC's activities the amount of time reasonably necessary to discharge the Manager's responsibilities.

5.3. Powers and Authority

5.3.1. General Scope

Except for matters on which the Member's approval is required by the Act or this Agreement, the Manager has full power, authority and discretion to manage and direct the LLC's business, affairs and properties, including, without limitation, the specific powers referred to in §5.3.2 below.

5.3.2. Specific Powers.

Subject to the provisions of §5.4:

5.3.2.1. The Manager is authorized on the LLC's behalf to make all decisions as to (i) the development, sale, lease or other disposition of the LLC's assets; (ii) the management of all or any part of the LLC's assets and business; (iii) the borrowing of money and the granting of security interests in the LLC's assets (including loans from the Member) as, and only if, provided for in the Memorandum; (iv) the prepayment, refinancing or extension of any mortgage affecting the LLC's assets; (vi) the compromise or release of any of the LLC's claims or debts; (vii) the

employment of persons for the operation and management of the LLC's business; and (viii) all elections available to the LLC under any federal or state tax law or regulation.

5.3.2.2. The Manager on the LLC's behalf may execute and deliver (i) all contracts, conveyances, assignments, leases, subleases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the LLC's business; (ii) all checks, drafts and other orders for the payment of the LLC's funds; (iii) all promissory notes, mortgages, deeds of trust, security agreements and other similar documents; (iv) all articles, certificates and reports pertaining to the LLC's organization, qualification and dissolution; (v) all tax returns and reports; and (vi) all other instruments of any kind or character relating to the LLC's affairs.

5.4. Required Member Approval

Except as specifically provided herein, without the approval of the Member, the LLC may not take any action with respect to: (a) the sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all of the LLC's assets; (b) the LLC's merger with or conversion into another Entity; (c) an undertaking involving a debt or obligation in excess of $5,000; or (d) a transaction, not expressly permitted by this Agreement or Memorandum, involving a conflict of interest between the Manager and the LLC.

5.5. Duties of Manager

5.5.1. Fiduciary Duty

The Manager shall have fiduciary responsibility for the safekeeping and use of all funds and assets of the LLC, whether or not in the Manager's possession or control. Except as expressly permitted herein, or by subsequent approval of the Member, the Manager shall not employ, or permit another to employ LLC funds or assets in any manner except for the exclusive benefit of the LLC.

5.5.2. Standard of Care

5.5.2.1. Exculpation

The Manager will not be liable to the LLC or the Member for an act or omission done in good faith to promote the LLC's best interests, unless the act or omission constitutes gross negligence, intentional misconduct or a knowing violation of law.

5.5.2.2. Justifiable Reliance

The Manager may rely on the LLC's records maintained in good faith and on information, opinions, reports or statements received from any person pertaining to matters the Manager reasonably believes to be within the person's expertise or competence.

5.5.3. Competing Activities

The Manager may participate in any other business or activity without accounting to the LLC or the Member. The Member waives the benefit of the corporate opportunity doctrine, on his or her own behalf and on behalf of the LLC, and agrees that the Manager may deal in other business transactions for its own account and/or for the accounts of others without any requirement to account to the LLC or the Member for such dealings.

5.5.4. Self-Dealing

In addition to the transactions expressly permitted by this Agreement, the Manager may enter into business transactions with the LLC if the terms of the transaction are no less favorable to the LLC than those of a similar transaction with an independent third party.

5.5.5. Reimbursement of Business Expenses

The LLC shall pay its own general administrative and operating expenses. It shall reimburse the Manager for any expenses incurred by the Manager that are properly considered ordinary and reasonable business expenses of the LLC, including without limiting the generality of the foregoing, stationery, office supplies, postage, accounting and legal fees related to the LLC's business, notary, document preparation fees and other ordinary and reasonable business expenses.

5.6. Indemnification of Manager

Except as limited by law, the LLC shall indemnify the Manager for all expenses, losses, liabilities and damages the Manager actually and reasonably incurs in connection with the defense or settlement of any action arising out of or relating to the conduct of the LLC's activities, except an action with respect to which the Manager is adjudged to be liable for breach of a fiduciary duty owed to the LLC or the Members under the Act or this Agreement. The LLC shall advance the costs and expenses of defending actions against the Manager arising out of or relating to the management of the LLC, provided it first receives the written undertaking of the Manager to reimburse the LLC if ultimately found not to be entitled to indemnification.

5.7. Compensation to Manager

The Manager is entitled to receive a reasonable salary or other compensation for services provided. The Manager is entitled to reimbursement for reasonable costs and expenses the Manager incurs in conducting Company business.

5.8. Tenure

5.8.1. Term

The Manager will serve until the earlier of (1) the Manager's resignation per Section 5.8.2; (2) the Manager's removal per Section 5.8.3; (3) the Manager's Bankruptcy; (4) as to a Manager who is a natural person, the Manager's death or adjudication of incompetency; and (5) as to a Manager that is an Entity, the Manager's dissolution. In any such event, a majority of the Members, shall promptly elect a successor as Manager.

5.8.2. Resignation

The Manager at any time may resign by written notice delivered to the Members at least thirty (30) days prior to the effective date of the resignation.

5.8.3. Removal

The Member may remove the Manager if: (1) the Manager commits an act of willful misconduct which materially adversely damages the LLC, or (2) the Member votes in favor of such removal.

Article 6. Taxes

6.1. Elections

The Member may make any tax elections for the Company allowed under the Internal Revenue Code of 1986 as amended from time to time ("Code") or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company. It is the intent of the Member and the Company that the Company is to be disregarded as an entity separate from the Members for purposes of the Code. The Company shall qualify as a flow-through entity.

6.2. Taxes of Taxing Jurisdictions

To the extent that the laws of any taxing jurisdiction require, the Member will prepare and the Member will execute and submit an agreement indicating that the Member will make timely income tax payments to the taxing jurisdiction and that the Member accepts personal jurisdiction of the taxing jurisdiction with regard to the collection of income taxes attributable to the Member's income, and interest, and penalties assessed on such income, if such agreement is required by the taxing jurisdiction. If the Member fails to provide such agreement, the Company may withhold and pay over to such taxing

jurisdiction the amount of tax, penalty and interest determined under the laws of the taxing jurisdiction with respect to such income. Any such payments with respect to the income of the Member shall be treated as a distribution for purposes of Article 7.

Article 7. Distributions

The Company may make distributions at such times and in such amounts as determined by the Member. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

Article 8. Disposition of Membership Interest and Admission of Assignees and Additional Members

8.1. Transferability

No member shall be entitled to transfer, assign, convey, sell, gift, encumber or in any way alienate all or any part of his or its membership interest without the prior approval of all members.

8.2. Dissociation of Member

Notwithstanding anything contained in this Article 8, the transfer of all or any part of the Member's interest in the Company, for any reason whatsoever, shall result in the dissociation of such Member and may lead to the dissolution of the Company as stipulated under Section 9.1.

Article 9. Dissolution and Winding Up

9.1. Effect of Dissolution

The Company shall be dissolved and its affairs wound up, upon the will of the Member, upon the dissociation of the Member, or at such time as the Company has no members. Notwithstanding the foregoing, if a dissociation of the Member occurs at any time when there is only one (1) member of the Company, the legal representative of the dissociating Member or the person succeeding the Member's interest as a result of such dissociation may, at the election of such legal representative or other person, become a member without further action upon the part of the transferee, the Company, or the Member.

Dissolution of the Company shall not occur if the Member or members, by unanimous consent, decide to continue the Company's business within 120 days after the dissociation of the Member.

9.2. Distribution of Assets on Dissolution

Upon the winding up of the Company, the Company's assets shall be distributed as follows:

(a) to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of Company liabilities; and

(b) to the Member.

Such distributions shall be in cash, property other than cash, or partly in both, as determined by the Member.

9.3. Winding Up and Articles of Dissolution

The winding up of a Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefore has been made, and all of the remaining property and assets of the Company have been distributed to the Member. Upon the completion of winding up of the Company, the Member or other person designated by the Member shall deliver articles of dissolution to the Secretary of State for filing. The articles of dissolution shall set forth the information required by the Act.

Article 10. Miscellaneous Provisions

10.1. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

10.2. Amendments

This Agreement may be amended or modified from time to time only by a written instrument adopted by all of the Members and by the Company.

10.3. Entire Agreement

This Agreement represents the entire agreement between the Member and the Company.

10.4. Rights of Creditors and Third Parties under Operating Agreement

This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, the Member, and its successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member with respect to any capital contribution or otherwise.

[*Signatures at next page. The remainder of this page has been intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement as of the 1st day of April, 2014.

BEATRICE B. DAVIS FAMILY HERITAGE TRUST
BY: DUNHAM TRUST COMPANY, TRUSTEE
By: Shanna Coressel, Trust Officer

Shanna Coressel, Trust Officer, Member

ACKNOWLEDGMENT

STATE OF Nevada)
) ss.
COUNTY OF Washoe)

On this 1 day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Shanna Coressel as Trust Officer of Dunham Trust Company, Trustee of the Beatrice B. Davis Family Heritage Trust, as Member of FHT holdings L.L.C., known to me to be the person who executed the within Operating Agreement in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated as his free act and deed.

Notary Public

JACQUELINE MILLER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 09-9838-2 - Expires May 1, 2017

My Commission Expires: 5-1-2017

EXHIBIT A

FHT Holdings L.L.C.

The Members and Contributions

Member's Name	Contribution	Value	% Interest
Beatrice B Davis Family Heritage Trust	Cash*	$100*	100.0%

Date: April 1, 2014

BEATRICE B. DAVIS FAMILY HERITAGE
TRUST
BY: DUNHAM TRUST COMPANY,
TRUSTEE
BY: SHANNA CORESSEL, TRUST OFFICER

By: _____
Shanna Coressel, Trust Officer, Member

This Exhibit or a copy of it must be prepared and signed by the Member(s) each time an additional contribution is made to the Company, and/or each time a transfer of Membership Interest is made between or among Members in order to keep Membership Interests up to date for voting and distribution purposes. Each revised Exhibit must be attached to this Agreement and available for inspection by each Member.

**This Exhibit is being executed to reflect the ownership of the Company as of the date hereof as a part of the new Operating Agreement.*

Exhibit 3

Exhibit 3

Electronically Filed
07/28/2015 09:23:11 AM

CLERK OF THE COURT

DECL
Tarja Davis
3005 North Beverly Glen Circle
Los Angeles, California 90077
Appearing Pro Per

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of:	Case No.: P-15-083867-T
The Beatrice B. Davis Family Heritage Trust,	
dated July 28, 2000	Dept. 26

DECLARATION OF TARJA DAVIS

I, Tarja Davis, do hereby declare under penalty of perjury the following:

1. I am over the age of majority, and my current address is 3005 North Beverly Glen Circle in Los Angeles California, 90077.
2. I am the wife of Christopher D. Davis.
3. Christopher D. Davis and I were married on February 22, 2012 in Los Angeles County and I have attached a copy of my marriage certificate to this affidavit.
4. We have been living together since our marriage to one another in 2012.
5. As the spouse of the Christopher D. Davis, I am a beneficiary of The Beatrice B. Davis Family Heritage Trust dated July 28, 2000, an Alaska Trust.
6. I was not informed of any amendment to The Beatrice B. Davis Family Heritage Trust during the time of my marriage to Christopher B. Davis and did not consent to move the The Beatrice B. Davis Family Heritage Trust from Alaska to Nevada.

7. I was not informed of and did not consent to any change in situs of The Beatrice B. Davis Family Heritage Trust from Alaska to Nevada.

Dated this 24 day of July, 2015.

Tarja Davis, Declarant

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1–6 below)
- See Statement Below (Lines 1–5 to be completed only by document signer(s), *not* Notary)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this

24th day of July, 2015, by
Date Month Year

(1) Tarja Wainwright AKA Tarja Davis,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(and

(2) _____,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____
Signature of Notary Public

ALBERTO PEREIRA
Commission # 2113983
Notary Public - California
Los Angeles County
My Comm. Expires Jun 30, 2019

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Declaration of Tarja Davis

Document Date: Number of Pages:

Signature of Signer Name Above

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

Exhibit 1

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF LOS ANGELES • REGISTRAR–RECORDER/COUNTY CLERK

CONFIDENTIAL

LICENSE AND CERTIFICATE OF MARRIAGE 5 2012 | 9002502

MUST BE LEGIBLE – MAKE NO ERASURES, WHITEOUTS, OR OTHER ALTERATIONS

STATE FILE NUMBER — USE DARK INK ONLY — LOCAL REGISTRATION NUMBER

PERSON A

1A. FIRST NAME	1B. MIDDLE	1C. CURRENT LAST
TARJA		WAINWRIGHT

1D. LAST NAME AT BIRTH (IF DIFFERENT THAN 1C): CANDELIN

2. DATE OF BIRTH (MM/DD/CCYY)	3. STATE/COUNTRY OF BIRTH	4. PREV. MARRIAGE ENDED
04/26/1964	FINLAND	01

5A. LAST MARRIAGE/DP ENDED BY (DEATH, DISSOLUTION, ANNULMENT, CIVIL UNION DISSOLUTION)	5B. DATE ENDED (MM/DD/CCYY)
	09/17/2010

6. ADDRESS	7. CITY	8. STATE/COUNTRY	9. ZIP CODE
2220 COLDWATER CANYON	BEVERLY HILLS	CALIFORNIA	90210

10A. FULL BIRTH NAME OF FATHER/PARENT	10B. STATE OF BIRTH (IF OUTSIDE U.S. ENTER COUNTRY)
ILMO CANDELIN	FINLAND

11A. FULL BIRTH NAME OF MOTHER/PARENT	11B. STATE OF BIRTH (IF OUTSIDE U.S. ENTER COUNTRY)
PIRKKO RAEVAARA	FINLAND

PERSON B

12A. FIRST NAME	12B. MIDDLE	12C. CURRENT LAST
CHRISTOPHER	DEAN	DAVIS

12D. LAST NAME AT BIRTH (IF DIFFERENT THAN 12C):

13. DATE OF BIRTH (MM/DD/CCYY)	14. STATE/COUNTRY OF BIRTH	15. # PREV. MARRIAGES ENDED
05/26/1951	MISSOURI	01

16A. LAST MARRIAGE/DP ENDED BY (DEATH, DISSOLUTION, ANNULMENT, CIVIL UNION DISSOLUTION)	16B. DATE ENDED (MM/DD/CCYY)
	08/15/2011

17. ADDRESS	18. CITY	19. STATE/COUNTRY	20. ZIP CODE
2220 COLDWATER CANYON	BEVERLY HILLS	CALIFORNIA	90210

21A. FULL BIRTH NAME OF FATHER/PARENT	21B. STATE OF BIRTH (IF OUTSIDE U.S. ENTER COUNTRY)
ILUS WINFIELD DAVIS	MISSOURI

22A. FULL BIRTH NAME OF MOTHER/PARENT	22B. STATE OF BIRTH (IF OUTSIDE U.S. ENTER COUNTRY)
BEATRICE BUECHNE	MISSOURI

AFFIDAVIT

WE, THE UNDERSIGNED, CURRENTLY LIVING TOGETHER AS SPOUSES, DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT WE ARE UNMARRIED AND THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF. WE FURTHER DECLARE THAT NO LEGAL OBJECTION TO THE MARRIAGE, NOR TO THE ISSUANCE OF A LICENSE IS KNOWN TO US. WE ACKNOWLEDGE RECEIPT OF THE INFORMATION REQUIRED BY FAMILY CODE SECTION 304 AND HEREBY APPLY FOR A CONFIDENTIAL LICENSE AND CERTIFICATE OF MARRIAGE.

23. SIGNATURE OF PERSON LISTED IN FIELDS 1A-1D	24. SIGNATURE OF PERSON LISTED IN FIELDS 12A-12D
▸ Tarja	▸

LICENSE TO MARRY

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE ABOVE-NAMED PARTIES TO BE MARRIED APPEARED BEFORE ME AND PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS NAMED OR THAT THE PERSON PERFORMING THE CEREMONY HAS PERSONALLY WITNESSED OR ME AND PRESENTED AN AFFIDAVIT SIGNED BY THE PARTIES TO BE MARRIED DECLARING THAT ONE OR BOTH OF THE PARTIES ARE PHYSICALLY UNABLE TO APPEAR AND EXPLAINING THE REASONS THEREFOR IN ACCORDANCE WITH FAMILY CODE SECTION 306. THE PARTIES HAVING FURTHER DECLARED THAT THEY HAVE ALL OF THE REQUIREMENTS OF THE LAW, AND HAVING PAID THE FEES PRESCRIBED BY LAW, AUTHORIZATION AND LICENSE IS HEREBY GIVEN TO ANY PERSON DULY AUTHORIZED TO PERFORM A MARRIAGE CEREMONY WITHIN THE STATE OF CALIFORNIA TO SOLEMNIZE THE MARRIAGE OF THE ABOVE-NAMED PERSONS PURSUANT TO FAMILY CODE SECTION 306. NOTE: THE MARRIAGE CEREMONY MUST TAKE PLACE IN THE CALIFORNIA COUNTY IN WHICH THE LICENSE WAS ISSUED AS IDENTIFIED IN ITEM 25F BELOW.

25A. ISSUE DATE (MM/DD/CCYY)	25B. EXPIRES AFTER (MM/DD/CCYY)	25C. SEAL OF COUNTY CLERK	25D. SIGNATURE OF CLERK OR DEPUTY CLERK
02/14/2012	05/13/2012	DEAN C. LOGAN	BY:

25E. MARRIAGE LICENSE NUMBER	25F. COUNTY OF ISSUE	25G. RETURN COMPLETED MARRIAGE LICENSE TO (INCLUDE ADDRESS)
B C016479	LOS ANGELES	P.O. BOX 53120, L.A. CA 90053-0120

CERTIFICATION OF PERSON SOLEMNIZING MARRIAGE

26A. STATE OF CALIFORNIA, COUNTY OF	26B. TYPED NAME OF NOTARY	26D. AFFIX NOTARY SEAL

SUBSCRIBED AND SWORN TO (OR AFFIRMED) BEFORE ME ON THIS ____ DAY OF ____, 20__

BY ____

PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHO APPEARED BEFORE ME.

26C. SIGNATURE OF NOTARY ▸

I, THE UNDERSIGNED, DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE-NAMED PARTIES WERE JOINED BY ME IN MARRIAGE IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. NOTE: THE MARRIAGE CEREMONY MUST TAKE PLACE IN THE COUNTY IN WHICH THE LICENSE WAS ISSUED AS IDENTIFIED IN ITEM 25E ABOVE.

27A. DATE OF MARRIAGE (MM/DD/CCYY)	27B. CITY OF MARRIAGE	27C. COUNTY OF MARRIAGE
02/22/2012	Beverly Hills	LOS ANGELES

28A. SIGNATURE OF PERSON SOLEMNIZING MARRIAGE	28B. RELIGIOUS DENOMINATION (IF CLERGY)
▸ Nancy Claiborne	Universal Life

28C. NAME OF PERSON SOLEMNIZING MARRIAGE (TYPE OR PRINT CLEARLY)	28D. OFFICIAL TITLE
Nancy Claiborne	Minister

28E. ADDRESS: CITY, STATE/COUNTRY, AND ZIP CODE: 12015 Kling Street, Studio City, CA 91607

NEW NAME(S) OF ANY PERSON FILED REVERSED

NEW MIDDLE AND LAST NAME OF PERSON LISTED IN 1A-1D (IF ANY) FOR USE UPON SOLEMNIZATION OF THE MARRIAGE (SEE REVERSE FOR INFORMATION)

29A. FIRST – MUST BE SAME AS 1A	29B. MIDDLE	29C. LAST
TARJA	WAINWRIGHT	DAVIS

NEW MIDDLE AND LAST NAME OF PERSON LISTED IN 12A-12D (IF ANY) FOR USE UPON SOLEMNIZATION OF THE MARRIAGE (SEE REVERSE FOR INFORMATION)

30A. FIRST – MUST BE SAME AS 12A	30B. MIDDLE	30C. LAST

COUNTY CLERK

31A. NAME OF COUNTY CLERK	31B. SIGNATURE OF CLERK OR DEPUTY CLERK	31C. DATE RECEIVED FOR REGISTRATION
DEAN C. LOGAN	BY:	MAR 0 8 2012

STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC HEALTH, OFFICE OF VITAL RECORDS — VS-123 (10/10) (2010)

This is to certify that this document is a true copy of the official record filed with the Registrar-Recorder/County Clerk.

SEP - 4 2012

Dean C. Logan

DEAN C. LOGAN
Registrar-Recorder/County Clerk

D01870239

This copy not valid unless prepared on engraved border displaying the Seal and signature of the Registrar-Recorder/County Clerk.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Exhibit 4

Exhibit 4

Mark A. Solomon, Esq.
Nevada Bar No. 418
msolomon@sdfnvlaw.com
Joshua M. Hood, Esq.
Nevada Bar No. 12777
jhood@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485

Attorneys for Caroline Davis, Petitioner

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of:	Case No.: P-15-083867-T Dept.: Probate (26)
The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014	Hearing Date: Hearing Time:

DECLARATION OF JANET K. TEMPEL, SENIOR TRUST OFFICER

I, JANET K. TEMPEL, Senior Trust Officer, declare as follows:

1. I am a Senior Trust officer at ATC Trust Company, formerly known as Alaska USA Trust Company ("Alaska USA").

2. I have actual knowledge as to the matters stated herein, except for those matters stated on information and belief, and as to those matter, I believe them to be true.

3. On October 30, 2013, I executed a Resignation of Trustee (the "Resignation"), tendering Alaska USA's resignation as Trustee of the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended (the "Trust").

4. The Resignation states that the "resignation as trustee of the Trust [was] effective as of December 5, 2013 or upon the acceptance of trusteeship by a successor trustee, whichever occurs earlier."

5. A successor trustee was not designated on or before December 5, 2013, and, therefore, Alaska USA retained the duties of trustee and powers necessary to protect the trust property pursuant to Alaska law.

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

6. On February 24, 2014, I executed the Resignation, Release, Acknowledgement, Consent And Indemnification Agreement (the "Agreement") in my capacity as Senior Trust Officer for Alaska USA, as Trustee of the Trust.

7. Pursuant to the Agreement, Alaska USA effectively resigned as Trustee of the Trust on February 24, 2014, as Dunham Trust Company was contemporaneously appointed as successor Trustee.

Dated: 7/31/2015

JANET K. TEMPEL, Senior Trust Officer
ATC Trust Company (formerly known as Alaska USA Trust Company)

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

Exhibit 5

Exhibit 5

RESIGNATION, RELEASE, ACKNOWLEDGMENT, CONSENT AND INDEMNIFICATION AGREEMENT

This Agreement ("**Agreement**") is executed as of this 24th day of February, 2014, by and among Alaska USA Trust Company of Anchorage, Alaska ("**AUTC**"), Dunham Trust Company of Reno, Nevada ("**Dunham**"), Christopher D. Davis of Kansas City, Missouri ("**Chris**"), Caroline D. Davis of Seattle, Washington ("**Caroline**"), and Winfield B. Davis of Los Angeles, California ("**Win**") (Chris, Caroline and Win are collectively referred to herein as the "**Beneficiaries**"), and Stephen K. Lehnardt, in his capacity as "**Protector**" of the BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000 (the "**Trust**").

RECITALS

WHEREAS, AUTC is the currently serving trustee of the Trust and has stated that it is unwilling to continue to serve as trustee and wishes to resign;

WHEREAS, Article Eleven, Section 3.b. of the Trust grants the Protector the authority to remove and replace the trustee when a trustee is unable or unwilling to serve;

WHEREAS, Article Twelve, Section 7 of the Trust indemnifies the trustee of the trust from all liability in connection with its service as trustee, excepting only willful misconduct or gross negligence;

WHEREAS, Article Fourteen, Section 6 of the Trust authorizes the change of situs of the trust, upon the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under the trust, and the consent of any then-acting Protector and Trustee. Article Fourteen, Section 6 further authorizes the Protector to amend the Trust in writing so as to change situs, conform the terms of the trust so that it may achieve its purposes in the new situs; and

WHEREAS, Dunham is willing to accept its appointment as successor trustee to AUTC, expressly conditioned on the appointment of one or more outside (non-Dunham) investment advisors and/or investment trustees so that Dunham serves as a directed trustee under Nevada law.

AGREEMENT

NOW, THEREFORE, the parties hereto agree to and do hereby take the following actions:

1. Consent to Change of Situs and Amendment of Trust. The Beneficiaries hereby unanimously consent to changing the situs of the Trust from Alaska to Nevada, and further

unanimously consent to the amendment of trust by the Protector to reflect the change of sites, applicable law, provision required by Dunham, and other amendments as required to allow the trust to achieve its purposes, substantially in the form of First Amendment to the Beatrice B. Davis Family Heritage Trust attached hereto as **Exhibit 1**. AUTC and the Protector hereby consent to changing the situs of the Trust from Alaska to Nevada.

2. Removal of AUTC and Appointment of Dunham. Protector shall, effective February 24, 2014, take the actions described in the Memorandum of Action by Protector, substantially in the form of memorandum attached hereto as **Exhibit 2.1**, and shall issue written notices to AUTC and Dunham, substantially in the forms attached hereto as **Exhibit 2.2** and **Exhibit 2.3**, to remove AUTC as Trustee of the Trust, and Appoint Dunham as successor trustee of the Trust.

3. Acknowledgment of Indemnification of Trustee. AUTC, Dunham, and the Beneficiaries hereby acknowledge the provisions of the Trust which provide for the indemnification of Trustee from liability, excepting only willful misconduct or gross negligence.

4. Miscellaneous.

a. Independent Counsel. The parties hereto acknowledge and agree that each of them has had an opportunity to review this Agreement and all Exhibits and to seek its own independent legal counsel with respect to the legal consequences of entering this Agreement.

b. Attorney's Fees. In any action brought either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall determine to be appropriate

c. Entire Agreement. This Agreement shall not be modified, amended or changed in any respect except by written document signed by all parties hereto. This Agreement and all attachments thereto, contain the entire agreement and understanding of the parties and supersedes any and all prior negotiations, understandings and written agreements.

d. Interpretation/Venue. If any portion of this Agreement shall be held to be void or unenforceable, the balance thereof shall nonetheless be effective. This Agreement has been made and entered into in the State of Alaska and shall be governed by the laws of the State of Alaska. Venue for any dispute shall be Anchorage, Alaska.

e. Headings. The headings used herein are for convenience only, and shall not be construed as a part of this Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

f. Binding Effect. This Agreement shall bind and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties.

g. Counterparts/Facsimile Signatures. This Agreement may be executed in counterparts, which together shall constitute one instrument. The parties hereto agree to accept signatures transmitted by facsimile.

[REMAINDER OF THIS PAGE INTENTIONALY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ALASKA USA TRUST COMPANY

By: _____

Name: Janet K Tempel

Title: Senior Trust Officer

DUNHAM TRUST COMPANY

By: _____

Name: Shonna Cassell

Title: Trust Officer

MANDATORY AND DISCRETIONARY BENEFICIARIES

_____
Christopher D. Davis

_____
Caroline D. Davis

_____
Winfield B. Davis

PROTECTOR of the
BEATRICE B. DAVIS FAMILY
HERITAGE TRUST, dated July 28, 2000

By: _____
Stephen K. Lehnardt, Protector

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ALASKA USA TRUST COMPANY

By:_____

Name:_____

Title:_____

DUNHAM TRUST COMPANY

By:_____

Name:_____

Title:_____

MANDATORY AND DISCRETIONARY BENEFICIARIES

_____
Christopher D. Davis

_____
Caroline D. Davis

_____
Winfield B. Davis

PROTECTOR of the BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000

By:_____
Stephen K. Lehnardt, Protector

mail-attachment.googleusercontent.com/attachm

RELEASE AND INDEMNIFIC Funding Instructions - Single

DUNHAM TRUST COMPANY

By:

Name:

Title:

MANDATORY AND DISCRETIONARY BENEFICIARIES

Christopher D. Davis

Caroline D. Davis

Winfield B. Davis

PROTECTOR of the
BEATRICE B. DAVIS FAMILY
HERITAGE TRUST, dated July 28, 2000

By:

Stephen K. Lehnardt, Protector

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ALASKA USA TRUST COMPANY

By:_____

Name:_____

Title:_____

DUNHAM TRUST COMPANY

By:_____

Name:_____

Title:_____

MANDATORY AND DISCRETIONARY BENEFICIARIES

_____
Christopher D. Davis

_____
Caroline D. Davis

_____
Winfield B. Davis

PROTECTOR of the BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000

By:_____
Stephen K. Lehnardt, Protector

Exhibit 6

Exhibit 6

Joshua M. Hood

Subject: FW: Beatrice B. Davis Family Heritage Trust

From: Dennis Brislawn [mailto:dbrislawn@ohswlaw.com]
Sent: Friday, August 22, 2014 12:03 PM
To: Shanna Coressel; Joshua M. Hood
Cc: 'Stephen K Lehnardt'; Caroline D. Davis (cddavis@cddavismediation.com)
Subject: RE: Beatrice B. Davis Family Heritage Trust

I do not represent any party to the trust at present. Mr. Lehnardt requested a phone conversation with me today, in his capacity as Trust Protector, to discuss my current role, if any. I have no recollection or knowledge of pertinent information about the policies in question or any other trust investments.

In 1999 and 2000 or so I assisted attorney Lehnardt in case consulting and document drafting in his representation of Bea Davis. This year I was retained by Mr. Lehnardt, acting in his capacity as Trust Protector, to provide limited support in changing trust situs from Alaska (where I am also licensed to practice) to Nevada. I communicated with both trust companies in documenting that transfer consistent with the terms of the trust and requirements of the new jurisdiction/trustee, provided an opinion of counsel with documentation supporting trust protector action. My representation essentially concluded at that time as there was no additional service requested.

C. Dennis Brislawn, Jr., J.D. | Shareholder
Oseran Hahn, P.S.
Attn: Private Client Law Group
1430 Skyline Tower | 10900 N.E. Fourth Street | Bellevue, WA 98004
Main: (425) 455-3900 x 105 | Fax: (425) 455-9201 | E-mail: dbrislawn@ohswlaw.com

This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.

****
IRS Circular 230 Disclosure: As required by U.S. Treasury Regulations governing tax practice, you are hereby advised that any written tax advice contained herein was not written or intended to be used (and cannot be used) by any taxpayer for the purpose of (1) avoiding penalties under the Internal Revenue Code or applicable state and local provisions or (2) promoting, marketing or recommending to another party any tax-related matters addressed herein.
****

Exhibit 7

Exhibit 7

Lehnardt & Lehnardt, LLC
20 Westwoods Drive
Liberty, MO 64068

Janet Tempel
Bea Davis Family Heritage Trust
c/o Alaska USA Trust Company
P.O. Box 196757
Anchorage, AK 99519-6757

Date: 1/20/2014

Regarding: Davis - BBD FHT
Invoice No: 39380

Services Rendered

Date	Staff	Description	Hours	Charges
12/02/2013	SKL	Email from and to N Williams regarding invoices, forward to C Davis and T Watts	0.20	$63.00
12/03/2013	SKL	Telephone call from C Davis regarding FHT, emails to and from S Coressel at Dunham Trust and telephone call to same regarding FHT transfer (msg), Telephone call from S Coressel, discussed review of FHT and initial questions, review structure in brief, telephone call to C Davis with update	0.80	$252.00
12/04/2013	SKL	Email from and to J Tempel regarding AUTC resignation	0.50	$157.50
12/06/2013	SKL	Email from J Tempel regarding AC statements for FHT policy	0.30	$94.50
12/10/2013	SKL	Emails to and from S Coressel regarding Dunham trust and change of trustee	0.40	$126.00
12/11/2013	SKL	Email from and to S Corresel regarding review of AK trust, email to S Corresel regarding same, Telephone call from C Davis to discuss	0.40	$126.00
12/16/2013	SKL	Email from S Coressel (Dunham Trust) regarding transfer of trusteeship, telephone call to C Davis regarding same and issues raised by S Coressel, review FHT for best method to modify	0.60	$189.00
12/20/2013	AJM	Discuss with Stephen regarding trustee issues and trustee research regarding terms of the trust;	0.40	$86.00
12/20/2013	SKL	Emails from J Tempel regarding AUTC resignation and statements from policy	0.30	$94.50
12/23/2013	SKL	Emails from and to D Brislawn regarding change of trustee and capital and surplus issue, telephone call to C Davis regarding same, email from J Tempel regarding change of trustee and email to J Tempel regarding status of same	0.60	$189.00

Total Fees	$1,377.50
Total New Charges	$1,377.50

Wire Transfer Instructions:
Commerce Bank
1000 Walnut, Kansas City, MO 64106-3686
Lehnardt & Lehnardt, LLC
Routing # 101000019
Account # 2788305

Lehnardt & Lehnardt, LLC
20 Westwoods Drive
Liberty, MO 64068

1,332.00	Apr-14
7,514.53	Mar-14
9,125.50	Feb-14
4,960.00	Jan-14
1,377.50	Dec-13
24,309.03	

Janet Tempel
Bea Davis Family Heritage Trust
c/o Alaska USA Trust Company
P.O. Box 196757
Anchorage, AK 99519-6757

Date: 2/10/2014

Regarding: Davis - BBD FHT
Invoice No: 39428

Services Rendered

Date	Staff	Description	Hours	Charges
1/03/2014	SKL	Telephone call from C Davis regarding trustee transfer and update irrevocable instruction set for new bank accounts, discussion of method for transfer of trustee and beneficiary waivers and consent, emails from and to D Brislawn regarding coordinating same	0.90	$283.50
1/06/2014	AJM	Call Jackson County Probate Court regarding filing issues for Davis probate matter	0.20	$43.00
1/06/2014	SKL	Emails from and to D Brislawn and S Corresel regarding transfer of trusteeship to Dunham trust and other matters	0.50	$157.50
1/07/2014	SKL	Telephone call to C Davis returning his call of yesterday, email to C Davis regarding same, telephone call to D Brislawn (msg) regarding AK Trust modification, Telephone call from C Davis regarding trustee change and multiple related items, discussion of Dunham trust and modification	0.70	$220.50
1/08/2014	AJM	Davis probate matters - discuss items with Jackson County probate court and draft and file continuance documents for probate proceedings	0.20	$43.00
1/08/2014	SKL	Email from and to D Brislawn regarding trustee transfer, review FHT for Trust Protector power for change of trustee and change of jurisdiction, Telephone call from D Brislawn to discuss same and review trust restatement.	0.80	$252.00
1/10/2014	AJM	Review documents sent into office from clients; draft and submit response to Exception Letter regarding Davis probate matter	0.20	$43.00
1/10/2014	SKL	Telephone call from J Tempel regarding trust transfer status, email from J Tempel regarding policy statements	0.40	$126.00

1/13/2014	AJM	Phone call from Phyllis at the probate court regarding final submissions; draft additional waiver forms and submit to court.	0.20	$43.00
1/13/2014	SKL	telephone call to C Davis (msg), Telephone call from C Davis regarding same, email to D Brislawn regarding change of trustee (msg), review FHT for loan provisions, Telephone call from D Brislawn regarding trustee transfer considerations and best method of doing this as Trust Protector.	1.10	$346.50
1/15/2014	SKL	Telephone calls from C Davis regarding transfer of trustee, email from J Tempel regarding transfer of trustee, email to D Brislawn regarding same, schedule telephone call with Durham trust and Brislawn to review any items or questions.	0.80	$252.00
1/16/2014	SKL	Telephone call to F Moseley to discuss NV, telephone call to conference with D Brislawn and S Coressel regarding change of trust, Telephone call from S Coressel regarding trust matters	1.20	$378.00
1/17/2014	SKL	Emails from and to D Brislawn regarding transfer of trustee, Telephone call from C Davis regarding trustee, Telephone call to D Brislawn to discuss trustee transfer and modification of trust document, email to S Corresel regarding same	1.30	$409.50
1/20/2014	SKL	Complete review of FHT document and email to D Brislawn for additional drafting and comments vis a vis change of jurisdiction and change of trustee, and additional work on trust.	0.80	$252.00
1/23/2014	AJM	B Davis probate review materials for filing and obtain final individual waivers and consents from beneficiaries	0.30	$64.50
1/24/2014	AJM	Probate items update and sending to client; discuss with Stephen regarding FHT next steps and client meeting	0.40	$86.00
1/24/2014	SKL	Emails to D Brislawn and S Coressel regarding trustee transfer and LLC items, Telephone call from J Tempel regarding transfer of trustee status, telephone call to C Davis regarding same	1.30	$409.50
1/27/2014	SKL	Review draft documents for change of trustee, email from D Brislawn, email to D Brislawn regarding same and my comments back, Telephone call from S Coressel regarding NV LLC discussion for NV Trust and LLC as solution to policy loans, telephone call to C Davis to discuss same, work on trust document drafts	2.70	$850.50
			Total Fees	$4,260.00

Expenses

1/30/2014	Outside Counsel - Oseran, Hahn, Spring, Straight & Watts, P.S.		$700.00
		Total Expenses	$700.00

Total New Charges	$4,960.00

Wire Transfer Instructions:
Commerce Bank
1000 Walnut, Kansas City, MO 64106-3686
Lehnardt & Lehnardt, LLC
Routing # 101000019
Account # 2788305

Lehnardt & Lehnardt, LLC
20 Westwoods Drive
Liberty, MO 64068

Janet Tempel
Bea Davis Family Heritage Trust
c/o Alaska USA Trust Company
P.O. Box 196757
Anchorage, AK 99519-6757

Date: 3/13/2014

Regarding: Davis - BBD FHT
Invoice No: 39462

Services Rendered

Date	Staff	Description	Hours	Charges
2/03/2014	SKL	Telephone call to Kathy (D Brislawn office) msg; Telephone call from Kathy regarding same, schedule telephone call to conf with D Brislawn	0.40	$126.00
2/04/2014	SKL	Telephone call from C Davis regarding trustee change, telephone call to D Brislawn regarding same, review documents, telephone call to C Davis regarding same, telephone call to D Brislawn regarding additional items required for documents	1.10	$346.50
2/07/2014	SKL	Telephone call from D Brislawn regarding amendment draft questions	0.30	$94.50
2/10/2014	SKL	Email from D Brislawn regarding trust amendment drafts, review same and edit	2.00	$630.00
2/12/2014	SKL	Continue editing FHT documents, email to D Brislawn regarding same, email from S Corresel regarding draft documents to Dunham acceptance committee for review and approval	2.40	$756.00
2/13/2014	SKL	Telephone call from C Davis regarding trustee change, continue editing resignation and consent document, email to D Brislawn with changes	3.50	$1,102.50
2/14/2014	SKL	Email to and from D Brislawn regarding attorney counsel regarding moving jurisdictions as required by trust agreement	0.40	$126.00
2/18/2014	SKL	Prepare for and Meeting with C Davis, discuss with D Brislawn regarding Trust Distribution Advisor and trustee changes	3.20	$1,008.00
2/19/2014	SKL	Emails from and to S Corresel regarding FHT questions	0.60	$189.00
2/20/2014	SKL	Email from S Coressel regarding trust committee approval of FHT transfer to Dunham Trust Company, email to S Coressel regarding same, finalize	0.90	$283.50

		documents for transfer to Dunham and prepare packages for sending to C Davis for signature, review with A McCarter, email from and to D Brislawn a and S Corresel regarding attorney letter and final documents for signature comments		
2/21/2014	SKL	Telephone call from C Davis and T Watts regarding P Fordham questions on P Notes, review file and email to C Davis and T Watts regarding same, emails from and to D Brislawn and S Coressel regarding trustee transfer and final comments on documents, finalize documents for signature, emails to C Davis regarding same, draft Trustee Distribution Advisor letter to FHT beneficiaries	1.30	$409.50
2/25/2014	SKL	Email to C Davis regarding final documents for signature by all beneficiaries for FHT trustee transfer and trust modification by trust protector	0.40	$126.00
2/26/2014	AJM	Davis probate - finalize collection of documents and e-file with court	0.40	$86.00
2/26/2014	SKL	Email from S Gallup regarding Caldwell statements	0.20	$63.00
2/27/2014	AJM	FHT shutdown document prep	2.70	$580.50
2/27/2014	SKL	Emails from and to D Brislawn regarding attorney letter, review and comment on same, and on Trust Distribution Advisor letter comments, email from T Watts regarding C Davis signed documents	0.70	$220.50
2/28/2014	AJM	Nevada LLC updates and loan modification review issues	0.60	$0.00
2/28/2014	SKL	Emails from and to C Davis and Caroline Davis and T Watts regarding beneficiary signature pages regarding trustee change, Telephone call from C Davis regarding questions by Caroline, telephone call to R Inoye regarding assistance in Japan with Win's signature, telephone call to C Davis regarding same	1.20	$378.00
			Total Fees	$6,525.50

Expenses

2/28/2014	Outside Counsel - Oseran, Hahn, Spring, Straight, & Watts, P.S.		$2,600.00
		Total Expenses	$2,600.00

Total New Charges $9,125.50

Wire Transfer Instructions:
Commerce Bank
1000 Walnut, Kansas City, MO 64106-3686
Lehnardt & Lehnardt, LLC
Routing # 101000019
Account # 2788305

Exhibit 8

Exhibit 8

MR. BARNEY: He was not. He was --

THE COURT: He knows whether he's married or not.

MR. BARNEY: He does know whether he's married or not, but the fact is he is not --

THE COURT: I have no affidavit in front of me telling me that he is married, that the marriage was valid at the time, that she was therefore entitled to take under -- I mean, I don't have anything. All I have is the Trustee that's acting apparently based on instructions from you and Mr. Lehnardt dealing with this trust having been told we have a valid change of situs. They're acting in reliance on it. They assume they've got proper authority and now you're coming in here and saying: All of those things I've told you to do in the last year, I was wrong. I never should have told you to do those things because I don't have a valid authority. Ooops. My bad. Let's go back to Alaska and fix it.

Well okay. Go back to Alaska and fix it, but, in the meantime, I think I have jurisdiction of -- at least as put by Mr. Solomon, at least we have the constructive trust because it's here. There is --

MR. BARNEY: Your Honor, --

THE COURT: -- action you've taken here.

MR. BARNEY: Your Honor, I would respectfully disagree in the fact that we have demonstrated the actual

Exhibit 9

Exhibit 9

ASSIGNMENT OF POLICY INTEREST

Dunham Trust Company, trustee of the Beatrice B. Davis Family Heritage Trust, a Missouri trust dated July 28, 2000 (the "Assignor") does hereby irrevocably assign all of its rights, title, and interest in and to a life insurance policy specifically identified as ACLI 1105-8007PC to FIIT Holdings L.L.C., a Nevada Limited Liability Company formed March 28, 2014 (the "Assignee").

Assignee shall have all rights incident to the ownership of the policy interest transferred by this Assignment. This policy interest is subject to all terms, conditions, and restrictions contained in the policy agreement.

Effective Date of this Assignment: April 10, 2014.

ASSIGNOR:

Beatrice B. Davis Family Heritage Trust, dated July 28, 2000
BY: Dunham Trust Company, Trustee
BY: Shanna Coressel, Trust Officer

Shanna Coressel, Trust Officer

ACKNOWLEDGMENT

STATE OF Nevada)
) ss.
COUNTY OF Washoe)

On this 10 day of April, 2014, be me, the undersigned, a Notary Public in and for said state, personally appeared Shanna Coressel, as Trust Officer of Dunham Trust Company, Trustee of the Beatrice B. Davis Family Heritage Trust, known to me to be the person who acknowledged to me that she executed the same for the purposes therein stated as her free act and deed.

Notary Public

JACQUELINE MILLER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 09-9838-2 - Expires May 1, 2017

My Commission Expires: 5-1-2017

ENDORSEMENT # 3

Forming part of and attached to Policy # **ACLI 1105-8007 PC**

Issued to:

Beatrice B. Davis Family Heritage Trust
dated July 28, 2000 – Dunham Trust Company, Trustee

CHANGE OF OWNER

10 April, 2014

Further to instructions received from the policy owner it is hereby noted and agreed that the OWNER on the DECLARATIONS page of this Policy shall now read: **FHT Holdings LLC, c/o Dunham Trust Company, 241 Ridge Street, Suite 100, Reno Nevada, 89501**

All other terms, conditions and limitations remain the same.

Authorised Representative

Date: 10 April 2014

Exhibit 10

Exhibit 10

5th Floor, Windward 3

Regatta Office Park, West Bay Road

PO Box 2185, Grand Cayman KY1-1105

CAYMAN ISLANDS

Dir: +1 (345) 814.3212

Tel: +1 (345) 949 1599 Ext 3212

Fax: +1 (345) 949 0520

Skype: paulfordham.crusader

P.Fordham@aih.com.ky

www.aih.com.ky

Notice: The information contained in this communication is confidential and is intended only for the use of the recipient named above. If you are not the intended recipient, any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately and delete the original message and any copy of it from your computer system. Opinions, conclusions and other information in this message that do not relate to our official business should be understood as neither given nor endorsed by this company.
E-mails are susceptible to interference. Do not assume that the contents of this e-mail originated from Advantage International Management (Cayman) Ltd. or that they have been accurately reproduced from their original form. Advantage International Management (Cayman) Ltd. accepts no responsibility for information, errors or omissions in this e-mail or use or misuse thereof. If in doubt, please verify the authenticity with the sender. CR0811

From: Shanna Coressel [mailto:shanna.coressel@dunham.com]
Sent: Wednesday, April 09, 2014 11:28 AM
To: Paul Fordham
Cc: 'Aaron McCarter'; 'Chris Davis'
Subject: Operating Agreement

Hello Paul:

Attached is the Operating Agreement as requested.

As discussed, please forward to me the endorsement documenting the change in trustee.

Also I would think you may have some paperwork, or perhaps a letter of instruction regarding the assignment of the policy to the LLC. If that is something that I need to prepare please let me know right away.

It is my understanding that once you have this you can then prepare an endorsement showing the policy being owned by the LLC.

Once that is in place, please forward to Chris, Aaron and myself.

Chris, I think you can then take the proverbial 'bull by the horns' and move forward with the funding you need.

Maybe crazy talk here, but I don't see why this can't happened before the end of the week. Wishful thinking?

Paul, let me know how I can help expedite.

Shanna

Shanna Coressel, CTFA

Trust Officer

241 Ridge Street, Suite 100

Reno, NV 89501

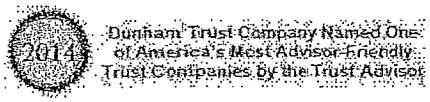
(775)826-7900, ext. 807

(888)438-6426, ext. 807

Fax: (775)826-7904

www.dunhamtrust.com

Dunham Trust Company is a privately held trust company founded in August, 1999. It is licensed and regulated by the State of Nevada, Department of Business and Industry, Financial Institutions Division.



Dunham & Associates Investment Counsel, Inc. is a Registered Investment Adviser and Broker/Dealer.

Dunham Trust Company and the Dunham Mortgage Funds are affiliates of Dunham & Associates Investment Counsel, Inc., but are not members of FINRA and are not insured by SIPC.

This communication and any attachments is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any review, disclosure, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone at 858-964-0500. You provided us with the email above for electronic communications. If you prefer or are regulatory required to use a different email address, please let us know in writing so that we can update accordingly. Thank you.

Please consider the environment before printing this email.

Dunham & Associates Investment Counsel, Inc. is a Registered Investment Adviser and Broker/Dealer.

Dunham Trust Company and the Dunham Mortgage Funds are affiliates of Dunham & Associates Investment Counsel, Inc., but are not members of FINRA and are not insured by SIPC.

This communication and any attachments is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any review, disclosure, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone at 858-964-0500. You provided us with the email above for electronic communications. If you prefer or are

Message

From: Stephen K Lehnardt [stephen@lehnardt.com]
Sent: 4/29/2014 9:05:35 PM
To: Shanna Coressel [shanna.coressel@dunham.com]; Chris Davis [cdavis2785@kc.rr.com]
Subject: RE: Ashley Cooper

Shanna:

I have an email and call into Fiona regarding the loan acknowledgment amount so we can get a number that you can sign the acknowledgement.

Following is the amount of the interim draw request: $489,500. The allocation for existing FHT loan purposes is among:

Beatrice RLT	$ 59,000
LLC	$231,000
Chris	$199,500

We are working on the agreement between Chris and Caroline.

Let me know if you have any questions.

Stephen

This email message originates from

Lehnardt & Lehnardt, LLC

ATTORNEYS AND COUNSELORS AT LAW

Exhibit 11

Exhibit 11

FHT HOLDINGS L.L.C.

Business Entity Information

Status:	Active	File Date:	3/28/2014
Type:	Domestic Limited-Liability Company	Entity Number:	E0164672014-6
Qualifying State:	NV	List of Officers Due:	3/31/2016
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20141217326	Business License Exp:	3/31/2016

Additional Information

Central Index Key:	

Registered Agent Information

Name:	REGISTERED AGENT SOLUTIONS, INC.	Address 1:	4625 WEST NEVSO DR SUITE 2
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89103
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	CALIFORNIA	Status:	Active

Financial Information

No Par Share Count:	0	Capital Amount:	$ 0

No stock records found for this company

Officers

☐ Include Inactive Officers

Manager - CHRISTOPHER D DAVIS

Address 1:	241 RIDGE STREET SUITE 100	Address 2:	
City:	RENO	State:	NV
Zip Code:	89501	Country:	USA
Status:	Active	Email:	

Actions\Amendments

Action Type:	Articles of Organization		
Document Number:	20140227350-46	# of Pages:	1
File Date:	3/28/2014	Effective Date:	

(No notes for this action)			
Action Type:	Initial List		
Document Number:	20140310193-04	# of Pages:	1
File Date:	4/29/2014	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20150246973-99	# of Pages:	1
File Date:	5/15/2015	Effective Date:	
15-16			

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

IN THE SUPREME COURT OF THE STATE OF NEVADA

CHRISTOPHER D. DAVIS,

Appellant,

v.

CAROLINE DAVIS,

Respondent.

Case No.: 68542

Eighth Judicial District Court
Case No.: P-15-083867-T (In re the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000)

RESPONDENT'S APPENDIX VOLUME 6 TO RESPONSE TO CHRISTOPHER D. DAVIS' EMERGENCY MOTION UNDER NRAP 27(e) FOR 1) STAY PENDING APPEAL AND 2) AFFIRMATIVE RELIEF

Counsel did not agree on a joint appendix and this Respondents' Appendix is provided in accordance with NRCP 30(b)(3).

TABLE OF CONTENTS

Volume	EXHIBIT	TITLE OF DOCUMENT	Bates Numbers
Vol 1	E	April 22, 2015 Reporter's Transcript of Proceedings	RAPP347-405
Vol 1	Y	Certification of Intent to Amend Order	RAPP919-921
Vol 2	D	Christopher D. Davis' Motion to Dismiss Pursuant to NRCP(12)(b)	RAPP321-346
Vol 2	B	Christopher D. Davis Reply to Caroline Davis' Opposition to His Motion to Dismiss Pursuant to NRCP (12)(b) and NRCP 19	RAPP15-30
Vol 2	Q	Christopher D. Davis' Motion for Protective Order and to Quash or Modify the Subpoena	RAPP605-641

Docket 68542 Document 2015-31677

Vol 3	A	First Amendment to the Beatrice B. Davis Family Heritage Trust	RAPP1-13
Vol 3	F	May 11, 2015 Letter from Mark A. Solomon to Judge Sturman (including enclosures)	RAPP406-413
Vol 3	G	May 12, 2015 E-mail to all counsel	RAPP414-422
Vol 3	H	May 12, 2015 Letter from Mark A. Solomon to Judge Sturman and accompanying to All Counsel	RAPP423-426
Vol 3	I	May 12, 2015 Letter from Anthony L. Barney to Judge Sturman (including enclosures)	RAPP427-443
Vol 4	V	Motion to Amend or Modify Order Pursuant to NRCP 60(b)(3)	RAPP790-831
Vol 4	N	Motion to Compel	RAPP495-547
Vol 5	O	Motion to Hold Christopher Davis in Contempt and for Attorneys' Fees and Costs	RAPP 575-600
Vol 5	K	Notice of Appeal Dated July 30, 2015	RAPP450-454
Vol 5	L	Notice of Case Statement Dated July 30 2015	RAPP455-471
Vol 6	**J**	**Notice of Entry of Order dated July 1, 2015**	**RAPP444-449**
Vol 6	**S**	**Notice of Non-Appearance of Christopher D. Davis**	**RAPP690-695**
Vol 6	**P**	**Notice of Taking Deposition of Christopher D. Davis**	**RAPP601-604**
Vol 7	W	Objection to Petition for Reconsideration of the Order Dated May 19, 2015 re Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust dated July 28, 2000 as Amended on February 24, 2014 to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as	RAPP832-910

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

		Directed Trustee and for Immediate Disclosure of Documents and Information from Christopher D. Davis; and Counter-Petition for Sanctions	
Vol 8	R	Opposition to Caroline Davis' Motion to Compel Harriet Roland, Esq. to Produce Documents Responsive to Subpoena Duces Tecum and Counter Motion to Quash	RAPP642-689
Vol 9	C	Petition to Assume Jurisdiction Over the Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, as Amended on February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lenhardt as Distribution Trust Advisor; to Confirm Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Documents and Information from Christopher D. Davis	RAPP40-320
Vol 8	U	Resignation, Release, Acknowledgement, Consent and Indemnification Agreement Dated February 24, 2014	RAPP782-789
Vol 8	T	September 2, 2015 Transcript of Proceeding	RAPP696-781
Vol 8	M	Subpoena Duces Tecum to Harriet Roland Esq., and Anthony Barney, Esq.	RAPP472-494
Vol 8	X	Supplement to Objection to Petition for Reconsideration of the Order Dated May 19, 2015 re Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust dated July 28, 2000 as Amended on February 24, 2014 to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee and for Immediate Disclosure of Documents and Information from Christopher D. Davis and Counter-Petition for Sanctions	RAPP911-918

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

CERTIFICATE OF COMPLIANCE

I hereby certify that I have read this Respondent's Appendix and to the best of my knowledge, information and belief, consist of true and correct copies of the papers in the District Court file. I further certify that this brief complies with the applicable Nevada Rules of Appellant Procedure, in particular NRCP 30, which requires this Certification. I understand that I may be subject to Sanctions in the event the accompanying appendix is not inconformity with the Requirements of the Nevada Rules of Appellant Procedure.

DATED this 16th day of October, 2015.

SOLOMON DWIGGINS & FREER, LTD.

BY _____

Joshua M. Hood, Esq.
Nevada State Bar No. 12777
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Attorneys for Respondents

EXHIBIT J

EXHIBIT J

Electronically Filed
07/01/2015 01:23:25 PM

CLERK OF THE COURT

NOTC
HARRIET H. ROLAND, ESQ.
Nevada Bar No. 5471
ROLAND LAW FIRM
2470 E. Saint Rose Pkwy., Suite #105
Henderson, Nevada 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
Email: hroland@rolandlawfirm.com
Attorney for Christopher D. Davis

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of **The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.**	Case No.: P-15-083867 Dept. No.: Probate (26)

NOTICE OF ENTRY OF ORDER

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that the *Order* was entered by the Court on June 24, 2015 in the above-entitled matter, a copy of which is attached hereto.

DATED this 1st day of July, 2015.

ROLAND LAW FIRM

HARRIET H. ROLAND, ESQ.
Nevada Bar No. 5471
Attorney for Christopher D. Davis

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy. Ste. 105
Henderson, NV 89074
(702) 452-1500

Electronically Filed
06/24/2015 12:12:57 PM

CLERK OF THE COURT

HARRIET H. ROLAND, ESQ.
NV Bar No. 5471
ROLAND LAW FIRM
2470 E. St. Rose Pkwy, Ste. 105
Henderson, NV 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
hroland@rolandlawfirm.com

ANTHONY L. BARNEY, ESQ.
Nevada Bar No. 8366
TIFFANY S. BARNEY, ESQ.
Nevada Bar No. 9754
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102
Telephone: (702) 438-7878
Facsimile: (702) 259-1116
Attorneys for Christopher D. Davis

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

In the matter of: The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.	Case No.: P-15-083867-T Dept. No.: 26 **Hearing Date: April 22, 2015** **Hearing Time: 9:00 a.m.**

ORDER

This matter came before the Court for hearing on the 22nd day of April, 2015 at 9:00 a.m., upon the Christopher D. Davis's Motion to Dismiss Pursuant to NRCP 12(b) and NRCP 19 and Caroline Davis's Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, as Amended on February 24, 2014, to Assume Jurisdiction over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lehnardt as Distribution

Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee, and for Immediate Disclosure of Documents and Information from Christopher D. Davis. Christopher D. Davis was represented by Harriet Roland, Esq. of the Roland Law Firm and Anthony L. Barney, Esq., of the law office of Anthony L. Barney, Ltd., Caroline Davis was represented by Mark Solomon, Esq., of the law firm of Solomon Dwiggins and Freer, Ltd.; Stephen K. Lehnardt was represented by Jonathan W. Barlow, Esq. of the law office of Clear Counsel Law Group; and Dunham Trust Company was represented by Charlene N. Renwick, Esq., of the law office of Lee Hernandez Landrum & Garofalo. After reviewing the pleadings on file and in the court record, hearing oral arguments by both parties in this matter, being fully advised in the premises, and for good cause appearing, the Court hereby finds and orders the following:

IT IS FOUND that since the first amendment, Christopher has been directing the trust in Nevada, and that everyone involved relied on this amendment as being proper.

IT IS FURTHER FOUND that the Court has no affidavit that another beneficiary existed at the time the first amendment was signed.

IT IS FURTHER FOUND that the Court has jurisdiction as a constructive trust because action on behalf of the trust has been taken in Nevada.

IT IS SO FOUND.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Petition to Assume Jurisdiction over Christopher D. Davis as Investment Trust Advisor is granted without prejudice.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition to Assume Jurisdiction over Stephen K. Lehnardt as Distribution Trust Advisor is denied until a more definite statement is filed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition to Confirm Dunham Trust Company as Directed Trustee is granted.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition for Immediate Disclosure of Documents and Information from Christopher D. Davis is granted as to all information in his possession in his role as Investment Trust Advisor, and/or his role as Manager of FHT Holdings custody or control

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Christopher D. Davis's Motion to Dismiss is denied.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon agreement of all parties, this Court will retain jurisdiction and all matters will be heard by the probate judge.

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED this 19th day of May, 2015.

DISTRICT COURT JUDGE

Respectfully Submitted by the Following:

HARRIET H. ROLAND, ESQ.
NV Bar No. 5471
ROLAND LAW FIRM
2470 E. St. Rose Pkwy, Ste. 105
Henderson, NV 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
Attorney for Christopher D. Davis

Approved as to Form and Content:

JONATHAN W. BARLOW, ESQ.
NV Bar No. 9964
CLEAR COUNSEL LAW GROUP
50 South Stephanie Street, Ste. 101
Henderson, Nevada 89012
Telephone: (702) 476-5900
Facsimile: (702) 924-0709
Attorney for Stephen K. Lehnardt

///

///

ANTHONY L. BARNEY, ESQ.
Nevada Bar No. 8366
TIFFANY S. BARNEY, ESQ.
Nevada Bar No. 9754
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102
Telephone: (702) 438-7878
Facsimile: (702) 259-1116
Attorneys for Christopher D. Davis

Approved as to Form and Content:

CHARLENE RENWICK, ESQ.
LEE, HERNANDEZ, LANDRUM,
GARFOFALO, ATTORNEYS AT LAW
7575 Vegas Drive, Suite 150
Las Vegas, Nevada 89128
Telephone: (702) 880-9750
Facsimile: (702) 314-1210
Attorneys for Dunham Trust Company

Approved as to Form and Content:

MARK A. SOLOMON, ESQ.
NV Bar No. 0418
JOSHUA M. HOOD, ESQ.
NV Bar No. 12777
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: (702) 853-5483
Facsimile: (702) 853-5485
Attorneys for Caroline D. Davis

EXHIBIT S

EXHIBIT S

Electronically Filed
09/03/2015 08:39:38 AM

CLERK OF THE COURT

HARRIET H. ROLAND, ESQ.
Nevada Bar No. 5471
ROLAND LAW FIRM
2470 E. St. Rose Pkwy, Ste. 105
Henderson, NV 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
hroland@rolandlawfirm.com

ANTHONY L. BARNEY, ESQ.
Nevada Bar No. 8366
TIFFANY S. BARNEY, ESQ.
Nevada Bar No. 9754
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102
Telephone: (702) 438-7878
Facsimile: (702) 259-1116
office@anthonybarney.com
Attorneys for Christopher D. Davis

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

In the matter of: The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.	Case No.: P-15-083867-T Dept. No.: 26

NOTICE OF NON-APPEARANCE OF CHRISTOPHER D. DAVIS

TO: CAROLINE DAVIS, Petitioner, by and through her attorneys, MARK SOLOMON, ESQ., and JOSHUA HOOD, ESQ., of SOLOMON DWIGGINS & FREER, LTD.

TO: DUNHAM TRUST, by and through its attorney, CHARLENE RENWICK, ESQ., of LEE HERNANDEZ LANDRUM & GAROFALO

TO: STEPHEN LENHARDT by and through his attorney, JONATHAN W. BARLOW, ESQ., of CLEAR COUNSEL LAW GROUP

TO: FHT HOLDINGS LLC. A Nevada Limited Liability Company, Respondent through Registered Agent Solutions, Inc.

TO: WIN B. DAVIS

TO: ACE DAVIS

TO: CHERYL DAVIS

TO: TARJA DAVIS

Please be on notice that Christopher D. Davis hereby files his notice of non-appearance at the deposition scheduled for 10:00 a.m. on September 3, 2015 at the law office of Solomon, Dwiggins & Freer for the following reasons: 1) pursuant to the order signed on May 19, 2015, wherein this court allegedly took jurisdiction, there is a jurisdictional defect such that the court has asserted its jurisdiction under a theory of constructive trust, which requires in personam jurisdiction before a constructive trust can be established against a party; 2) the court has not obtained *in personam* or personal jurisdiction over Christopher D. Davis in any capacity before it allegedly took jurisdiction as a constructive trust; 3) Caroline Davis admits in her pleadings that she has not sought *in personam* jurisdiction over Christopher D. Davis individually; and 4) as a non-party witness, Christopher D. Davis lives more 100 miles outside of this jurisdiction and Solomon, Dwiggins and Freer have not made reasonable accommodations to lessen the hardship and undue burden upon Christopher D. Davis to appear in this jurisdiction for a deposition.

The order signed on May 19, 2015 is currently on appeal before the Nevada appellate courts. The jurisdictional defects remain and continue to be disputed. As such, Christopher D.

Davis does not concede to the jurisdiction of this court, and he will not so concede by appearing for a deposition.

To mitigate the unnecessary accrual of attorney fees and costs and court reporter fees and costs, Christopher D. Davis provided written correspondence to the law office of Solomon, Dwiggins and Freer on September 2, 2015 and provided notice that he would not be appearing for the deposition based upon these jurisdictional defects. The law office of Anthony L. Barney, Ltd., verified that this correspondence was received on September 2, 2015 with the law office of Solomon, Dwiggins and Freer by facsimile transmission and telephone correspondence. Furthermore, neither the Roland Law Firm nor Anthony L. Barney, Ltd. will be appearing on behalf of CHRISTOPHER B. DAVIS for the scheduled deposition on September 3, 2015.

Dated this 3rd day of September.

Respectfully Submitted,
ROLAND LAW FIRM

Harriet H. Roland, Esq.
Nevada Bar No. 5471
2470 E. St. Rose Pkwy, Ste. 105
Henderson, NV 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
hroland@rolandlawfirm.com

Respectfully Submitted,
ANTHONY L. BARNEY, LTD.

Anthony L. Barney, Esq.
Nevada Bar No. 8366
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102
Telephone: (702) 438-7878
Facsimile: (702) 259-1116
office@anthonybarney.com
Attorneys for Christopher D. Davis

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Anthony L. Barney, Ltd., and not a party to this action. I further certify that except as otherwise noted on September 3, 2015, I served the NOTICE OF NON-APPEARANCE OF CHRISTOPHER D. DAVIS foregoing by first class US mail, postage prepaid, upon the following persons or entities:

Cheryl Davis
5403 West 134 Terrace, Unit 1525
Overland Park, KS 66209

Tarja Davis
3005 North Beverly Glen Circle
Las Angeles, California 90077
And
514 West 26th Street, #3E
Kansas City, Missouri 64108

Winfield B. Davis
Skyline Terrace Apts.
930 Figueroa Terr. Apt. 529
Los Angeles, California 90012-3072

Ace Davis
c/o Winfield B. Davis
Skyline Terrace Apts.
930 Figueroa Terr. Apt. 529
Los Angeles, California 90012-3072

Christopher D. Davis
3005 North Beverly Glen Circle
Los Angeles, California 90077
And
514 West 26th Street, #3E
Kansas City, Missouri 64108

Registered Agent Solutions, Inc.
Registered Agent for FHT Holdings, LLC, a Nevada Limited Liability Company
4625 West Nevso Drive, Suite 2
Las Vegas, Nevada 89103

JONATHAN W. BARLOW, ESQ.
CLEAR COUNSEL LAW GROUP
50 Stephanie Street, Suite 101
Henderson, Nevada 89012
Jonathan@clearcounsel.com

Attorneys for Stephen K. Lenhardt

Mark Solomon, Esq.
Joshua Hood, Esq.
SOLOMON DWIGGINS & FREER, LTD.
9060 W. Cheyenne Ave.
Las Vegas, NV 89129
Attorney for Petitioner Caroline Davis

DUNHAM TRUST COMPANY
SHANNA CORESSAL, CTFA
c/o Charlene Renwick, Esq.
Lee, Hernandez, Landrum & Garofalo
7575 Vegas Drive, #150
Las Vegas, Nevada 89128

Employee of Anthony L. Barney, Ltd.

EXHIBIT P

EXHIBIT P

ELECTRONICALLY SERVED
08/06/2015 02:14:56 PM

NOTC
Mark A. Solomon, Esq.
Nevada Bar No. 0418
E-mail: msolomon@sdfnvlaw.com
Joshua M. Hood, Esq.
Nevada Bar No. 12777
E-mail: jhood@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485

Attorneys for Caroline Davis, Petitioner

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.	Case No.: P-15-083867-T Dept.: Probate (26)

NOTICE OF TAKING DEPOSITION OF CHRISTOPHER D. DAVIS

PLEASE TAKE NOTICE that CAROLINE DAVIS, by and through her attorneys, the law offices of SOLOMON DWIGGINS & FREER, LTD., will take the deposition of CHRISTOPHER DAVIS, Investment Trust Advisor and Manager of FHT Holdings, LLC, on the 3rd day of September, 2015, beginning at 10:00 a.m., at the law office of SOLOMON DWIGGINS & FREER, LTD., 9060 West Cheyenne Avenue, Las Vegas, Nevada 89129. The deposition will

///

///

///

///

///

///

SOLOMON DWIGGINS & FREER
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
TRUST AND ESTATE ATTORNEYS

take place upon oral examination pursuant to Rules 26 and 30 of the Nevada Rules of Civil Procedure, before a Notary Public or before some other officer authorized by law to administer oaths and by videographer.

You are invited to attend and cross examine.

DATED this 6th day of August, 2015.

SOLOMON DWIGGINS & FREER, LTD.

By: _____

Mark A. Solomon, Esq.
Nevada Bar No. 0418
E-mail: msolomon@sdfnvlaw.com
Joshua M. Hood, Esq.
Nevada Bar No. 12777
E-mail: jhood@sdfnvlaw.com
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485

Attorneys for Caroline Davis, Petitioner

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 6th, 2015, pursuant to NRCP 5(b)(2)(B), I placed a true and correct copy of the following NOTICE OF TAKING DEPOSITION OF CHRISTOPHER D. DAVIS, in the United States Mail, with first-class postage prepaid, addressed to the following, at their last known address, and, pursuant to Rule 9 of N.E.F.C.R., caused an electronic copy to be served via Odyssey, to the email address noted below:

Mail only:

Tarja Davis
3005 North Beverly Glen Circle
Los Angeles, California 90077

and

514 West 26th Street, #3E
Kansas City, Missouri 64108

Ace Davis
c/o WINFIELD B. DAVIS
366-6 Habu Aridagawa Arida
Wakayama 643-0025
JAPAN

Winfield B. Davis
366-6 Habu Aridagawa Arida
Wakayama 643-0025
JAPAN

And did mail via US Mail and email Via the Court's electronic system, WizNet pursuant to Rule 9 of NEFCR at the email address noted to the following:

Harriet Roland, Esq. .
ROLAND LAW FIRM
2470 E. St. Rose Parkway, #105
Henderson, NV 89052
hroland@rolandlawfirm.com
Attorneys for Christopher D. Davis

Anthony L. Barney, Esq.
ANTHONY L. BARNEY, LTD.
3317 West Charleston Boulevard, Suite B
Las Vegas Nevada 89102
abarney@anthonybarney.com
Attorneys for Christopher D. Davis

Jonathan W. Barlow, Esq.
CLEAR COUNSEL LAW GROUP
50 Stephanie Street, Suite 101
Henderson, NV 89012
jonathan@clearcounsel.com
Attorneys for Stephen Lenhardt

Charlene Renwick, Esq.
LEE HERNANDEZ LANDRUM & GAROFALO
7575 Vegas Drive #150
Las Vegas, Nevada 89128
crenwick@lee-lawfirm.com
Attorneys for Dunham Trust

An employee of Solomon Dwiggins & Freer, Ltd.

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

IN THE SUPREME COURT OF THE STATE OF NEVADA

CHRISTOPHER D. DAVIS,

Appellant,

v.

CAROLINE DAVIS,

Respondent.

Case No.: 68542

Eighth Judicial District Court
Case No.: P-15-083867-T (In re the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000)

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

RESPONDENT'S APPENDIX
VOLUME 5
TO
RESPONSE TO CHRISTOPHER D. DAVIS' EMERGENCY MOTION UNDER NRAP 27(e) FOR 1) STAY PENDING APPEAL AND 2) AFFIRMATIVE RELIEF

Counsel did not agree on a joint appendix and this Respondents' Appendix is provided in accordance with NRCP 30(b)(3).

TABLE OF CONTENTS

Volume	EXHIBIT	TITLE OF DOCUMENT	Bates Numbers
Vol 1	E	April 22, 2015 Reporter's Transcript of Proceedings	RAPP347-405
Vol 1	Y	Certification of Intent to Amend Order	RAPP919-921
Vol 2	D	Christopher D. Davis' Motion to Dismiss Pursuant to NRCP(12)(b)	RAPP321-346
Vol 2	B	Christopher D. Davis Reply to Caroline Davis' Opposition to His Motion to Dismiss Pursuant to NRCP (12)(b) and NRCP 19	RAPP15-30
Vol 2	Q	Christopher D. Davis' Motion for Protective Order and to Quash or Modify the Subpoena	RAPP605-641

Docket 68542 Document 2015-31677

Vol 3	A	First Amendment to the Beatrice B. Davis Family Heritage Trust	RAPP1-13
Vol 3	F	May 11, 2015 Letter from Mark A. Solomon to Judge Sturman (including enclosures)	RAPP406-413
Vol 3	G	May 12, 2015 E-mail to all counsel	RAPP414-422
Vol 3	H	May 12, 2015 Letter from Mark A. Solomon to Judge Sturman and accompanying to All Counsel	RAPP423-426
Vol 3	I	May 12, 2015 Letter from Anthony L. Barney to Judge Sturman (including enclosures)	RAPP427-443
Vol 4	V	Motion to Amend or Modify Order Pursuant to NRCP 60(b)(3)	RAPP790-831
Vol 4	N	Motion to Compel	RAPP495-547
Vol 5	**O**	**Motion to Hold Christopher Davis in Contempt and for Attorneys' Fees and Costs**	**RAPP 575-600**
Vol 5	**K**	**Notice of Appeal Dated July 30, 2015**	**RAPP450-454**
Vol 5	**L**	**Notice of Case Statement Dated July 30 2015**	**RAPP455-471**
Vol 6	J	Notice of Entry of Order dated July 1, 2015	RAPP444-449
Vol 6	S	Notice of Non-Appearance of Christopher D. Davis	RAPP690-695
Vol 6	P	Notice of Taking Deposition of Christopher D. Davis	RAPP601-604
Vol 7	W	Objection to Petition for Reconsideration of the Order Dated May 19, 2015 re Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust dated July 28, 2000 as Amended on February 24, 2014 to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor,	RAPP832-910

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

		to Confirm Dunham Trust Company as Directed Trustee and for Immediate Disclosure of Documents and Information from Christopher D. Davis; and Counter-Petition for Sanctions	
Vol 8	R	Opposition to Caroline Davis' Motion to Compel Harriet Roland, Esq. to Produce Documents Responsive to Subpoena Duces Tecum and Counter Motion to Quash	RAPP642-689
Vol 9	C	Petition to Assume Jurisdiction Over the Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, as Amended on February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lenhardt as Distribution Trust Advisor; to Confirm Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Documents and Information from Christopher D. Davis	RAPP40-320
Vol 8	U	Resignation, Release, Acknowledgement, Consent and Indemnification Agreement Dated February 24, 2014	RAPP782-789
Vol 8	T	September 2, 2015 Transcript of Proceeding	RAPP696-781
Vol 8	M	Subpoena Duces Tecum to Harriet Roland Esq., and Anthony Barney, Esq.	RAPP472-494
Vol 8	X	Supplement to Objection to Petition for Reconsideration of the Order Dated May 19, 2015 re Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust dated July 28, 2000 as Amended on February 24, 2014 to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee and for Immediate Disclosure of Documents and Information from Christopher D. Davis and Counter-Petition for Sanctions	RAPP911-918

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

CERTIFICATE OF COMPLIANCE

I hereby certify that I have read this Respondent's Appendix and to the best of my knowledge, information and belief, consist of true and correct copies of the papers in the District Court file. I further certify that this brief complies with the applicable Nevada Rules of Appellant Procedure, in particular NRCP 30, which requires this Certification. I understand that I may be subject to Sanctions in the event the accompanying appendix is not inconformity with the Requirements of the Nevada Rules of Appellant Procedure.

DATED this 16th day of October, 2015.

SOLOMON DWIGGINS & FREER, LTD.

BY _____

Joshua M. Hood, Esq.
Nevada State Bar No. 12777
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Attorneys for Respondents

EXHIBIT O

EXHIBIT O

Electronically Filed
08/17/2015 12:25:10 PM

CLERK OF THE COURT

Mark A. Solomon, Esq., Bar No. 418
msolomon@sdfnvlaw.com
Joshua M. Hood, Esq. Bar No. 12777
jhood@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485

Attorneys for Caroline Davis, Petitioner

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of: The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014	Case No.: P-15-083867-T Dept.: Probate (26) Hearing Date: September 2, 2015 Hearing Time: 9:00 A.M.

MOTION TO HOLD CHRISTOPHER D. DAVIS IN CONTEMPT AND FOR ATTORNEYS' FEES AND COSTS

Caroline D. Davis, as beneficiary of the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended February 24, 2014, by and through her counsel, the law firm of Solomon Dwiggins & Freer, Ltd., hereby files her Motion To Hold Christopher D. Davis In Contempt And For Attorneys' Fees And Costs (the "Motion"). This Motion is made and based on the pleadings and papers on file in this action, the attached Memorandum Of Points And Authorities, all attached exhibits, and any oral argument that this honorable Court may entertain at the time of hearing.

MEMORANDUM OF POINTS AND AUTHORITIES

I. Statement of Facts

On April 22, 2015, this Court heard Caroline D. Davis' ("Ms. Davis") Petition To Assume Jurisdiction Over The Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended on February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lehnardt as Distribution Trust Advisor; To Confirm Dunham Trust Company As Directed Trustee; and For Immediate Disclosure of Documents and Information

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

From Christopher D. Davis, filed on February 10, 2015 (the "Original Petition") and Christopher D. Davis' Motion To Dismiss Pursuant To NRCP 12(b) And NRCP 19, filed on March 3, 2015 (the "Motion To Dismiss"). On June 24, 2015, an Order was filed with respect to this Court's findings and orders based upon the April 22, 2015 hearing (the "June 24, 2015 Order"). *See*, Order, a true and correct copy of which is attached hereto as **Exhibit 1**. The Notice of Entry of Order was filed on July 1, 2015. *See*, Notice of Entry of Order, a true and correct copy of which is attached hereto as **Exhibit 2**.

The June 24, 2015 Order provides that Christopher D. Davis ("Christopher"), in his capacity as Investment Trust Advisor and Manager of FHT Holdings, LLC, must disclose any and all information within his possession, custody, or control as it relates to the information requested in the Original Petition. Specifically, the Order, in relevant part, provides as follows:

> "IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition for Immediate Disclosure of Documents and Information from Christopher D. Davis is granted as to all information in his possession, custody or control, in his role as Investment Trust Advisor, and in his role as Manager of FHT Holdings." *See*, Ex. 1, at p. 2:3-5.

With respect to the information and documentation requested in the Original Petition, Ms. Davis asked this Court to order Christopher to:

> "disclose any and all documentation and information related to: (a) the Policy Loans, including, but not limited to, the identity of any entity, trust or individual who has received and/or benefited from such loans, the purpose of such loans, the circumstances surrounding the distribution and use of such loans, the repayment of such loans (if any), the collateral for such loans, executed promissory notes, etc.; and (b) FHT Holdings, LLC." *See*, Original Petition at p. 9, ¶ 5.

On July 13, 2015, Joshua M. Hood, Esq. ("Mr. Hood") spoke with Harriet Roland, Esq. ("Ms. Roland") on the telephone regarding the disclosure of the required information pursuant to the June 24, 2015 Order. *See*, Letter To Ms. Roland, dated July 14, 2015, at ¶ 3, a true and correct copy of which is attached hereto as **Exhibit 3**. During such discussion, Mr. Hood informed Ms. Roland that, if the required information was not provided by July 27, 2015, Ms. Davis "intend[ed] on filing a Motion to hold Christopher Davis in contempt for failing to abide by the Order." *Id.* On July 27, 2015, Ms. Roland provided Ms. Davis' counsel with several documents. However,

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

the documents provided by Christopher and Ms. Roland are extremely limited with respect to the documentation and/or information, and, therefore does not comply with this Court's June 24, 2015 Order.

For example, Ms. Roland has provided Ms. Davis' counsel with:

(1) Correspondences between Christopher; Stephen K. Lehnardt ("Mr. Lehnardt"), the Trust Protector and Distribution Trust Advisor; Janet K. Tempel, Alaska USA Trust Company; Shanna Coressel, Dunham Trust Company, etc.;

(2) Promissory Notes, which Ms. Davis was already in possession of;

(3) Loan tracking spreadsheets, which Ms. Davis was already in possession of;

(4) Documents attached to Ms. Davis' prior pleadings; and

(5) Financial statements from Ashely Cooper and Dunham Trust Company, which Ms. Davis was already in possession of.

Neither Christopher nor his counsel have provided Ms. Davis the information as required by the June 24, 2015 Order. Specifically, Christopher has failed to provide: (1) the identity of the entities or individuals who received any loan proceeds; (2) the disposition and use of such loan proceeds; (3) the purpose for such loans; (4) whether there has been a default or repayment of the loans; (5) the current outstanding balance(s); (6) the existence and status of any security; and (7) any other information that a beneficiary would reasonably want to know about the loans.

Furthermore, all of the documents provided by Christopher, including documents which Ms. Davis already has in her possession, are outdated and it is unknown if the figures are still current. For example, Janet Tempel (Trust Officer at Alaska USA Trust Company) sent an email to Christopher on March 8, 2014, which indicated that there was a $600,000 principal balance, with accrued interest of $120,000, and a "PIK" (presumably meaning payment in kind) for $96,749.00. *See*, Email To Christopher, dated March 8, 2014, a true and correct copy of which is attached hereto as **Exhibit 4**. However, as this email is more than one (1) year old, the balance of such loan, whether or not it has been paid down or the "payment in kind" has been applied to such loan, etc. is unknown. Not one (1) single documents provided by Christopher is from the year 2015. As this Court has already recognized, Ms. Davis, as a beneficiary of the Trust, is entitled to

SOLOMON | DWIGGINS & FREER | TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

all of the information Christopher has or has knowledge of regarding the entire facts, circumstances, and statuses of each of the loans as they directly affect the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended on February 24, 2014 (the "Trust").

Christopher is the Investment Trust Advisor of the Trust, and the sole Manager of FHT Holdings, LLC, which is wholly owned by the Trust. Additionally, FHT Holdings, LLC currently owns the Ashley Cooper Life Insurance Policy (the "Policy") with a face value of $35,000,000.00. Christopher is the only individual who possesses the information or who has the authority to obtain the necessary information to comply with the Court Order. As such, it cannot reasonably be argued that Christopher does not have the information responsive to Ms. Davis' request within his possession, custody, or control.

Based on Mr. Solomon's and Mr. Hood's prior communications with Christopher's counsel, Ms. Roland, Mr. Solomon and Mr. Hood were informed that Ms. Roland was provided with extensive documentation regarding Trust and the Policy Loans. While Ms. Davis' counsel understands that retrieving the necessary documentation from the Policy's custodian could take several weeks to obtain, if necessary, providing the information that is in Christopher's or his counsel's possession should have been accomplished immediately after the filing of the Notice of Entry of Order. The documents provided by Christopher are woefully insufficient and do not come remotely close to complying with the Court's June 24, 2015 Order. Further, because of Christopher's position as Investment Trust Advisor and Manager of FHT Holdings, LLC, it is extremely difficult to fathom any set of circumstances that would preclude or prohibit him from obtaining the requisite information. As such, it is apparent that Christopher has intentionally and willfully failed to abide by a lawful and proper order of this Court.

II. LEGAL ARGUMENT

A. Motion To Hold Christopher D. Davis In Contempt For Failure To Abide By An Order Of This Court.

NRS 1.210(3) states that every Court has the power "to compel obedience to its lawful judgments, orders and process, and to the lawful orders of its judges out of court in an action or proceeding pending therein." It is well settled in Nevada that this Court possesses the inherent

SOLOMON | DWIGGINS & FRERER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

power to protect and defend their orders through competent proceedings. *See, e.g.*, McCormick v. District Court, 67 Nev. 318, 218 P.2d 939 (Nev. 1950).

NRS 22.010, in pertinent part, provides that "[t]he following acts or omissions shall be deemed contempt: (3) [d]isobedience or resistance to any lawful writ, order, rule or process issued by the court or judge at chambers."

A person must "take 'all reasonable steps within [his] power to insure compliance with the [court's] order.'" Shuffler v. Heritage Bank, 720 F.2d 1141, 1146-1147 (9th Cir. 1983) (quoting Sekaquaptewa v. MacDonald, 554 F.2d 396, 406 (9th Cir. 1976). A party may escape a charge of contempt only by demonstrating that he has the complete inability to comply with the Court's order. *See*, U.S. v. Asay, 614 F.2d 655, 650 (9th Cir. 1980); In re Crystal Palace Gambling Hall, Inc., 817 F.2d 1361, 1365 (9th Cir. 1987). However, an inability to comply with the Court's order does not exist when the noncompliance is self-induced. *See*, Asay, 614 F.2d, at 660; In ren D.I. Operating Co., 240 F.Supp. 672, 675-677 (D. Nev. 1965). Generally, an order for civil contempt must be grounded on one's disobedience of an order that spells out the details of compliance in clear, specific and unambiguous terms so that such person will readily know what duties or obligations are imposed on him. *See*, Southwest Gas Corp. v. Flintkote, Co. – U.S. Lime Div. 99 Nev. 127, 659 P.2d 861 (Nev. 1983).

This Court's Order to Christopher to disclose any and all information in his possession, custody, or control as Investment Trust Advisor and Manager of FHT Holdings, LLC cannot be construed as unclear, non-specific, or ambiguous. Christopher, as Investment Trust Advisor and Manager of FHT Holdings, LLC has the ability and authority to obtain and produce the necessary information pursuant to the Order. Based upon the insufficient information provided thus far, it is apparent that Christopher has **not** taken all reasonable steps within his power to comply with the June 24, 2015 Order. To the contrary, rather than comply with the Order, it is apparent that **Christopher continues to intentionally withhold information from Ms. Davis concerning the Policy**. For example, on April 29, 2014, Mr. Lehnardt sent Shanna Coressel (Trust Officer at Dunham Trust Company) an email referencing an additional loan/"interim draw request". *See*,

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON | DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

Email Chain, dated April 29, 2015, a true and correct copy of which is attached hereto as **Exhibit 5**. Christopher has not provided any information related to the purpose of such loans, the terms and conditions of such loans, any promissory notes, or "a copy of any additional note between whomever is borrowing the funds and the LLC, or the trust for this new draw." *Id.* The only information regarding the new loan/"interim draw request" is the amount and the intended beneficiary. *Id.* Such lack of information does **not** comply with the Court's June 24, 2015 Order. As such, this Court should find Christopher in contempt for failure to abide by this Court's June 24, 2015 Order.

NRS 22.100, entitled "Penalty for contempt", in relevant, provides as follows:

> "2. Except as otherwise provided in NRS 22.110, if a person is found guilty of contempt, a fine may be imposed on the person not exceeding $500 or the person may be imprisoned not exceeding 25 days, or both.
> 3. In addition to the penalties provided in subsection 2, if a person is found guilty of contempt pursuant to subsection 3 of NRS 22.010, the court may require the person to pay to the party seeking to enforce the writ, order, rule or process the reasonable expenses, including, without limitation, attorney's fees, incurred by the party as a result of the contempt."

NRS 22.110(1) provides that "[e]xcept as otherwise provided in subsection 2, when the contempt consists in the omission to perform an act which is yet in the power of the person to perform, the person may be imprisoned until the person performs it." As such, Ms. Davis respectfully request that this Court, after finding Christopher in contempt of the June 24, 2015 Order, impose a monetary fine upon Christopher in the amount of Five Hundred Dollars ($500), and imprison Christopher until such time as he fully complies with such Order.

B. Petition For Attorneys' Fees And Costs.

Because of Christopher's intentional disregard of this Court's June 24, 2015 Order and his failure to abide by such Order, Ms. Davis should be awarded attorneys' fees and costs for being forced to prepare the instant Motion, as well as for being forced to attend a hearing on this same. Specifically, EDCR 7.60(b)(5), in relevant part provides:

> "The Court may, after notice and an opportunity to be heard, impose upon an attorney or party any and all sanctions which may, under the facts of the case, be

SOLOMON DWIGGINS & FREER
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
TRUST AND ESTATE ATTORNEYS

reasonable, including the imposition of finds, **costs or attorney's fees** when an attorney or a party without just cause:

***

(5) Fails or refuses to comply with any order of a judge of the court." (Emphasis added).

Additionally, as Ms. Davis is specifically seeking to enforce this Court's June 24, 2015 Order pursuant to NRS 22.010(3), Ms. Davis respectfully requests that Court award Ms. Davis her attorneys' fees and costs pursuant to NRS 22.100(3).

WHEREFORE, Caroline D. Davis respectfully request that this Court:

(1) Find Christopher D. Davis in contempt for failing to abide by the June 24, 2015 Order issued by this Court;

(2) Impose a monetary fine upon Christopher D. Davis for failing to abide by the June 24, 2015 Order issued by the Court;

(3) Imprison Christopher D. Davis until such time as he fully complies with the June 24, 2015 Order to the full and complete satisfaction of the Court; and

(4) Award Caroline D. Davis attorneys' fees and costs for being forced to file the instant Motion, as well as being forced to attend any hearings on said Motion pursuant to EDCR 7.60 and/or NRS 22.100(3).

Dated this 12th day of August, 2015.

SOLOMON DWIGGINS & FREER, LTD

Mark A. Solomon, Esq. (Bar No. 418)
Joshua M. Hood, Esq. (Bar No. 12777)
9060 Cheyenne Avenue
Las Vegas, Nevada
Telephone: (702) 853-5483
Facsimile: (702) 853-5485
Attorneys for Caroline D. Davis

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

Exhibit 1

Exhibit 1

Electronically Filed
06/24/2015 12:12:57 PM

CLERK OF THE COURT

HARRIET H. ROLAND, ESQ.
NV Bar No. 5471
ROLAND LAW FIRM
2470 E. St. Rose Pkwy, Ste. 105
Henderson, NV 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
hroland@rolandlawfirm.com

ANTHONY L. BARNEY, ESQ.
Nevada Bar No. 8366
TIFFANY S. BARNEY, ESQ.
Nevada Bar No. 9754
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102
Telephone: (702) 438-7878
Facsimile: (702) 259-1116
Attorneys for Christopher D. Davis

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

In the matter of: The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.	Case No.: P-15-083867-T Dept. No.: 26 **Hearing Date: April 22, 2015** **Hearing Time: 9:00 a.m.**

ORDER

This matter came before the Court for hearing on the 22nd day of April, 2015 at 9:00 a.m., upon the Christopher D. Davis's Motion to Dismiss Pursuant to NRCP 12(b) and NRCP 19 and Caroline Davis's Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, as Amended on February 24, 2014, to Assume Jurisdiction over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lehnardt as Distribution

Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee, and for Immediate Disclosure of Documents and Information from Christopher D. Davis. Christopher D. Davis was represented by Harriet Roland, Esq. of the Roland Law Firm and Anthony L. Barney, Esq., of the law office of Anthony L. Barney, Ltd., Caroline Davis was represented by Mark Solomon, Esq., of the law firm of Solomon Dwiggins and Freer, Ltd.; Stephen K. Lehnardt was represented by Jonathan W. Barlow, Esq. of the law office of Clear Counsel Law Group; and Dunham Trust Company was represented by Charlene N. Renwick, Esq., of the law office of Lee Hernandez Landrum & Garofalo. After reviewing the pleadings on file and in the court record, hearing oral arguments by both parties in this matter, being fully advised in the premises, and for good cause appearing, the Court hereby finds and orders the following:

IT IS FOUND that since the first amendment, Christopher has been directing the trust in Nevada, and that everyone involved relied on this amendment as being proper.

IT IS FURTHER FOUND that the Court has no affidavit that another beneficiary existed at the time the first amendment was signed.

IT IS FURTHER FOUND that the Court has jurisdiction as a constructive trust because action on behalf of the trust has been taken in Nevada.

IT IS SO FOUND.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Petition to Assume Jurisdiction over Christopher D. Davis as Investment Trust Advisor is granted without prejudice.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition to Assume Jurisdiction over Stephen K. Lehnardt as Distribution Trust Advisor is denied until a more definite statement is filed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition to Confirm Dunham Trust Company as Directed Trustee is granted.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition for Immediate Disclosure of Documents and Information from Christopher D. Davis is granted as to all information in his possession in his role as Investment Trust Advisor, and in his role as Manager of FHT Holdings custody or control

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Christopher D. Davis's Motion to Dismiss is denied.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon agreement of all parties, this Court will retain jurisdiction and all matters will be heard by the probate judge.

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED this 14th day of May, 2015.

DISTRICT COURT JUDGE

Respectfully Submitted by the Following:

HARRIET H. ROLAND, ESQ.
NV Bar No. 5471
ROLAND LAW FIRM
2470 E. St. Rose Pkwy, Ste. 105
Henderson, NV 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
Attorney for Christopher D. Davis

Approved as to Form and Content:

JONATHAN W. BARLOW, ESQ.
NV Bar No. 9964
CLEAR COUNSEL LAW GROUP
50 South Stephanie Street, Ste. 101
Henderson, Nevada 89012
Telephone: (702) 476-5900
Facsimile: (702) 924-0709
Attorney for Stephen K. Lehnardt

///

///

ANTHONY L. BARNEY, ESQ.
Nevada Bar No. 8366
TIFFANY S. BARNEY, ESQ.
Nevada Bar No. 9754
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102
Telephone: (702) 438-7878
Facsimile: (702) 259-1116
Attorneys for Christopher D. Davis

Approved as to Form and Content:

CHARLENE RENWICK, ESQ.
LEE, HERNANDEZ, LANDRUM, GARFOFALO, ATTORNEYS AT LAW
7575 Vegas Drive, Suite 150
Las Vegas, Nevada 89128
Telephone: (702) 880-9750
Facsimile: (702) 314-1210
Attorneys for Dunham Trust Company

Approved as to Form and Content:

MARK A. SOLOMON, ESQ.
NV Bar No. 0418
JOSHUA M. HOOD, ESQ.
NV Bar No. 12777
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: (702) 853-5483
Facsimile: (702) 853-5485
Attorneys for Caroline D. Davis

Exhibit 2

Exhibit 2

Electronically Filed
07/01/2015 01:23:25 PM

CLERK OF THE COURT

NOTC
HARRIET H. ROLAND, ESQ.
Nevada Bar No. 5471
ROLAND LAW FIRM
2470 E. Saint Rose Pkwy., Suite #105
Henderson, Nevada 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
Email: hroland@rolandlawfirm.com
Attorney for Christopher D. Davis

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of **The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.**	Case No.: P-15-083867 Dept. No.: Probate (26)

NOTICE OF ENTRY OF ORDER

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that the *Order* was entered by the Court on June 24, 2015 in the above-entitled matter, a copy of which is attached hereto.

DATED this 1st day of July, 2015.

ROLAND LAW FIRM

HARRIET H. ROLAND, ESQ.
Nevada Bar No. 5471
Attorney for Christopher D. Davis

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
(702) 452-1500

Exhibit 3

Exhibit 3

SOLOMON | DWIGGINS | FREER LTD
TRUST AND ESTATE ATTORNEYS

Mark A. Solomon
Dana A. Dwiggins
Alan D. Freer
Brian K. Steadman
Steven B. Hollingworth
Brian P. Eagan
Jeffrey P. Luszeck
Alexander G. LeVeque

Cheyenne West Professional Centre
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

Telephone: 702.853.5483
Facsimile: 702.853.5485

Ross E. Evans
Jordanna L. Evans
Joshua M. Hood
*Christopher J. Fowler

*Licensed only in Florida

Direct Dial (702) 589-3505
Email ddwiggins@sdfnvlaw.com

July 14, 2015

Via Email (hroland@rolandlaw.com) & U.S. Mail
Harriet H. Roland, Esq.
2470 East Saint Rose Parkway, Suite 105
Henderson, Nevada 89074

Re: The Beatrice B. Davis Family Heritage Trust

Dear Ms. Roland:

I am writing this letter in response to your July 10, 2015 correspondence and our telephone communication on the afternoon of July 13, 2015, with specific reference to the Subpoena Duces Tecum that was served on your office on June 25, 2015 (the "Subpoena") and in regards to the Order that was entered on June 24, 2015 (the "Order").

Pursuant to the Subpoena, you were to provide the requested documents by July 10, 2015. According to your July 10, 2015 correspondence, you indicated that the July 10, 2015 deadline was "unreasonable", and that you believed you should have thirty (30) days to respond under NRCP 34. Although there is a disagreement as to whether or not a "subpoena" under NRCP 45 or "Request For Production of Documents" under NRCP 34 is the appropriate discovery tool to obtain documents, pursuant to our conversation, we have agreed to a **firm deadline** of July 27, 2015, for the production of documents pursuant to the Subpoena. The July 27, 2015 will provide you with the requested thirty (30) days to comply with the Subpoena. As we discussed on the telephone, if the subpoenaed documents are not received by July 27, 2015, we intend to file a Motion to Compel, as well as seek attorneys' fees and costs for being forced to file such motion.

Additionally, as we discussed during our July 13, 2015 telephone communication, the Order provides that the "Petition for Immediate Disclosure of Documents and Information from Christopher D. Davis is granted as to all information in his possession *custody or control*[1] in his

[1] As interlineated by the Judge.

role as Investment Trust Advisor, *and or his role as Manager of FHT Holdings*[2]". At this point, we have not received any documents or information pursuant to the Order. You mentioned that you were informed and believed that Dunham Trust Company provided the documents related FHT Holdings LLC. However, as I mentioned during our conversation, there have been no documents provided by Dunham Trust Company relating to FHT Holdings LLC (i.e. operating agreement, Secretary of State filings, etc.). Notwithstanding, the Order requiring the disclosure of information is directed to Christopher Davis, not Dunham Trust Company. As such, please remit the required information pursuant to the Order no later than July 27, 2015. Given the fact that the Order was entered on June 24, 2015, and the fact that the Order requires the *immediate* disclosure of information in Christopher Davis' possession, custody, or control as it relates to his role as Investment Trust Advisor and Manager of FHT Holdings LLC, the **firm deadline** of July 27, 2015 is not only reasonable, but provides you with sufficient time to comply with the Order. Please be advised, however, that if the information is not produced pursuant to the Order on or before July 27, 2015, we intend on filing a Motion to hold Christopher Davis in contempt for failing to abide by the Order.

During our conversation on June 13, 2015, you also mentioned that you wanted to make it clear that the production of any documents and information is not to be considered a waiver of any jurisdictional arguments that you may have.

Should you have any questions or concerns, or should you need any additional information, please do not hesitate to contact me.

Sincerely,

Joshua M. Hood.

Cc: Client.

---

2 As interlineated by the Judge.

Exhibit 4

Exhibit 4

Message

From: Tempel, Janet [J.Tempel@alaskausatrust.com]
Sent: 3/8/2014 1:28:47 AM
To: 'Chris Davis' [cdavis2785@kc.rr.com]; 'Terry Watts' [twatts@dfokc.com]
CC: stephen@lehnardt.com
Subject: RE: ACLI 1xxxxx PC (policy loan balance on 12/31/13):Loan Schedule Reconciliation

Chris,

As a follow up to your call to me this afternoon, I understand that you wish to show only the principal owing on the policy loan as of 5/9/11 and not add accrued interest to principal at this time (although you acknowledge that it is accruing). The initial policy loan amount on our spreadsheet, therefore, will be changed to show a principal balance of $600,000 (with a side notation that accrued interest is not included).

You were correct about the $170K from 9/8/11 being included in the 9/1/11 note balance from the Rev Trust. In looking through the file notes, I found an explanation from Stephen to this effect in an email dated 9/1/11. (The note balance included the principal amount of $600,000, accrued interest of $32,775, and the $170,000 draw that was anticipated to be made on 9/8/11).

I am, however, still confused by the $96,749 PIK made on 12/1/11 by the Rev Trust to the FHT on the note. In looking through the file notes around this date, I can find no reference anywhere of a PIK. Please confirm – was this artwork? If so, where is the artwork now? Was there a valuation done at the time of transfer to the trust? If so, please provide me with a copy. If not, how was the value determined? I need some sort of documentation for the file before I can show this on the spreadsheet.

Thanks,

Janet

From: Chris Davis [mailto:cdavis2785@kc.rr.com]
Sent: Friday, March 07, 2014 2:27 PM
To: Tempel, Janet; Terry Watts; stephen@lehnardt.com
Subject: ACLI 1xxxxx PC (policy loan balance on 12/31/13):Loan Schedule Reconciliation

o Fordham schedule includes accrued interest - Alaska USA schedule does not, therefore principal balance is 600k and accrued interest is 159,055.68

Exhibit 5

Exhibit 5

Message

From: Stephen K Lehnardt [stephen@lehnardt.com]
Sent: 4/29/2014 9:05:35 PM
To: Shanna Coressel [shanna.coressel@dunham.com]; Chris Davis [cdavis2785@kc.rr.com]
Subject: RE: Ashley Cooper

Shanna:

I have an email and call into Fiona regarding the loan acknowledgment amount so we can get a number that you can sign the acknowledgement.

Following is the amount of the interim draw request: $489,500. The allocation for existing FHT loan purposes is among:

Beatrice RLT	$ 59,000
LLC	$231,000
Chris	$199,500

We are working on the agreement between Chris and Caroline.

Let me know if you have any questions.

Stephen

This email message originates from

Lehnardt & Lehnardt, LLC

ATTORNEYS AND COUNSELORS AT LAW

20 Westwoods Drive

Liberty, Missouri 64068

tel 816.407.1400 • fax 816.407.9088

follow us online:



NOTICE: Pursuant to U.S. Treasury Department Regulations, we are required to advise you that, unless otherwise expressly indicated, any federal tax advice contained in this communication, including attachments and enclosures, is not intended or written to be used, and may not be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

This electronic mail message contains information that(a) is or may be LEGALLY PRIVILEGED, CONFIDENTIAL, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and(b) is intended only for the use of the Addressee(s) named herein. If you are not the intended recipient, an addressee, or the person responsible for delivering this to an addressee, you are hereby notified that reading, using, copying, or distributing any part of this message is strictly prohibited. If you have received this electronic mail message in error, please contact us immediately and take the steps necessary to delete the message completely from your computer system. Thank you.

From: Shanna Coressel [mailto:shanna.coressel@dunham.com]
Sent: Tuesday, April 29, 2014 3:59 PM
To: Chris Davis
Cc: Stephen K Lehnardt
Subject: FW: Ashley Cooper

Hi Chris:

I saw you called – no doubt wondering what the status is. I have some more calls coming up this afternoon so in case I miss you next time...

1) The Acknowledgement of policy loans with Ashley Cooper that Stephen sent last Friday was not accurate, which is what I also let him and you know last Friday.

2) That needs to be straightened out before I will sign the acknowledgement.

3) Other than that I haven't seen the proposed agreement between you and Caroline regarding the division of the trust.

4) or a copy of any additional note between whomever is borrowing the funds and the LLC, or the trust for this new draw.

That's what I know.

Shanna

Shanna Coressel, CTFA

Trust Officer

241 Ridge Street, Suite 100

Reno, NV 89501

(775)826-7900, ext. 807

(888)438-6426, ext. 807

Fax: (775)826-7904

www.dunhamtrust.com

Dunham Trust Company is a privately held trust company founded in August, 1999. It is licensed and regulated by the State of Nevada, Department of Business and Industry, Financial Institutions Division.

2014 Dunham Trust Company Named One of America's Most Advisor-Friendly Trust Companies by the Trust Advisor

From: Shanna Coressel
Sent: Friday, April 25, 2014 4:43 PM
To: 'Stephen K Lehnardt'; Chris Davis
Subject: RE: Ashley Cooper

That policy loans letter cannot be accurate – it is the original one that Paul Fordham sent it doesn't include the accrued interest. Please see the attached.

From: Stephen K Lehnardt [mailto:stephen@lehnardt.com]
Sent: Friday, April 25, 2014 2:54 PM
To: Shanna Coressel; Chris Davis
Subject: Ashley Cooper

Shanna:

Forwarding the blank loan draw request and updated Acknowledgement of policy loans letter received from Ashley Cooper today.

Stephen

This email message originates from

Lehnardt & Lehnardt, LLC

ATTORNEYS AND COUNSELORS AT LAW

20 Westwoods Drive

Liberty, Missouri 64068

tel 816.407.1400 • fax 816.407.9088

follow us online:



NOTICE: Pursuant to U.S. Treasury Department Regulations, we are required to advise you that, unless otherwise expressly indicated, any federal tax advice contained in this communication, including attachments and enclosures, is not intended or written to be used, and may not be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

This electronic mail message contains information that(a)is or may be LEGALLY PRIVILEGED, CONFIDENTIAL, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and(b)is intended only for the use of the Addressee(s)named herein. If you are not the intended recipient, an addressee, or the person responsible for delivering this to an addressee, you are hereby notified that reading, using, copying, or distributing any part of this message is strictly prohibited. If you have received this electronic mail message in error, please contact us immediately and take the steps necessary to delete the message completely from your computer system. Thank you.

Dunham & Associates Investment Counsel, Inc. is a Registered Investment Adviser and Broker/Dealer.

Dunham Trust Company and the Dunham Mortgage Funds are affiliates of Dunham & Associates Investment Counsel, Inc., but are not members of FINRA and are not insured by SIPC.

This communication and any attachments is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any review, disclosure, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone at 858-964-0500. You provided us with the email above for electronic communications. If you prefer or are regulatory required to use a different email address, please let us know in writing so that we can update accordingly. Thank you.

Please consider the environment before printing this email.

EXHIBIT K

EXHIBIT K

Electronically Filed
07/30/2015 03:37:41 PM

CLERK OF THE COURT

HARRIET H. ROLAND, ESQ.
Nevada Bar No. 5471
ROLAND LAW FIRM
2470 E. St. Rose Pkwy, Ste. 105
Henderson, NV 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
hroland@rolandlawfirm.com

ANTHONY L. BARNEY, ESQ.
Nevada Bar No. 8366
TIFFANY S. BARNEY, ESQ.
Nevada Bar No. 9754
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102
Telephone: (702) 438-7878
Facsimile: (702) 259-1116
Attorneys for Christopher D. Davis

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

In the matter of:

The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.

Case No.: P-15-083867-T

Dept. No.: 26

NOTICE OF APPEAL

Notice is hereby given that CHRISTOPHER D. DAVIS hereby appeals to the SUPREME COURT OF NEVADA from the Order instructing or appointing a trustee filed in this action on June 24, 2015. Notice of Entry of Such Order was entered on July 1, 2015 and

///

///

///

///

served thereafter by U.S. Mail.

Anthony L. Barney, Esq.
Nevada Bar No. 8366
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102
Attorneys for Christopher D. Davis

HARRIET H. ROLAND, ESQ.
Nevada Bar No. 5471
ROLAND LAW FIRM
2470 E. St. Rose Pkwy, Ste. 105
Henderson, NV 89074
Attorneys for Christopher D. Davis

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Anthony L. Barney, Ltd. and not a party to this action. If further certify that on the 30th day of July, 2015, I served a copy of the foregoing Notice of Appeal upon each of the parties via Odyssey E-Filing System pursuant to NRCP 5(b)(2)(D) and E.D.C.R. 8.05. I further certify that on the 30th day of July, 2015, I served the foregoing Notice of Appeal by first class US mail, postage prepaid, upon the following persons or entities:

Tarja Davis
3005 North Beverly Glen Circle
Los Angeles, California 90077

Christopher Davis
514 West 26th Street, #3E
Kansas City, Missouri 64108

Winfield Davis
Sky Line Terrace Apts.
930 Figueroa Terr., Apt 529
Los Angeles CA 90012-3072

Ace Davis
C/o natural guardian Winfield Davis
Sky Line Terrace Apts.
930 Figueroa Terr., Apt 529
Los Angeles CA 90012-3072

ANTHONY L. BARNEY, ESQ.
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Boulevard, Suite B
Las Vegas, NV 89102-1835
office@anthonybarney.com
Attorneys for Christopher Davis

MARK A. SOLOMON, ESQ.
Solomon Dwiggins & Freer, Ltd.
9060 West Cheyenne Avenue
Las Vegas, NV 89129

msolomon@sdfnvlaw.com
jhood@sdfnvlaw.com
Attorneys for Caroline Davis

CHARLENE RENWICK, ESQ.
LEE HERNANDEZ LANDRUM & GAROFALO
7575 Vegas Drive #150
Las Vegas, Nevada 89128
Crenwick@lee-lawfirm.com
Attorneys for Dunham Trust Company

JONATHAN W. BARLOW, ESQ.
CLEAR COUNSEL LAW GROUP
50 Stephanie Street, Suite 101
Henderson, Nevada 89012
Jonathan@clearcounsel.com
Attorneys for Stephen K. Lenhardt

FHT Holdings LLC. A Nevada Limited Liability Company, Respondent
Registered Agent Solutions, Inc.
Registered Agent for FHT Holdings, LLC, a Nevada Limited Liability Company
4625 West Nevso Drive, Suite 2
Las Vegas, Nevada 89103

Employee of Anthony L. Barney, Ltd.

EXHIBIT L

EXHIBIT L

Electronically Filed
07/30/2015 03:43:15 PM

CLERK OF THE COURT

HARRIET H. ROLAND, ESQ.
Nevada Bar No. 5471
ROLAND LAW FIRM
2470 E. St. Rose Pkwy, Ste. 105
Henderson, NV 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
hroland@rolandlawfirm.com

ANTHONY L. BARNEY, ESQ.
Nevada Bar No. 8366
TIFFANY S. BARNEY, ESQ.
Nevada Bar No. 9754
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102
Telephone: (702) 438-7878
Facsimile: (702) 259-1116
office@anthonybarney.com
Attorneys for Christopher D. Davis

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

In the matter of: The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.	Case No.: P-15-083867-T Dept. No.: 26

CASE APPEAL STATEMENT

CHRISTOPHER D. DAVIS ("Christopher"), by and through his attorneys HARRIET H. ROLAND, ESQ., of the ROLAND LAW FIRM and ANTHONY L. BARNEY, ESQ., of the law office of ANTHONY L. BARNEY, LTD., hereby submits his Case Appeal Statement for

his appeal from the Order filed on June 24, 2015, and entered on July 1, 2015, and served thereafter by U.S. mail in the above-mentioned matter and states as follows:

1. **Name of appellant filing this case appeal statement:** Christopher D. Davis, Beneficiary of the Beatrice B. Davis Family Heritage Trust dated July 28, 2000 (hereinafter "Trust").

2. **Identify the judge issuing the decision, judgment, or order appealed from:** Honorable Judge Gloria Sturman of the Eighth Judicial District Court in Clark County, Nevada, issued the June 24, 2015 Order from which this appeal is taken.

3. **Identify each appellant and the name and address of counsel for each appellant:**

A. Christopher D. Davis, Appellant

Harriett Roland, Esq.
ROLAND LAW FIRM
2740 E. St. Rose Pkwy., Suite 105
Henderson, NV 89074
Attorney for Appellant, Christopher D. Davis

Anthony L. Barney, Esq.
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102
Attorney for Appellant, Christopher D. Davis

4. **Identify each respondent and the name and address of appellate counsel, if known, for each respondent (if the name of a respondent's appellate counsel is unknown, indicate as much and provide the name and address of that respondent's trial counsel):**

Appellate Counsel is unknown but Trial Counsel for Respondents are as follows:

A. Caroline Davis, Respondent

Mark Solomon, Esq.
Joshua Hood, Esq.
SOLOMON DWIGGINS & FREER, LTD.
9060 W. Cheyenne Ave.
Las Vegas, NV 89129
Attorney for Respondent Caroline Davis

B. Dunham Trust Company, Respondent

Charlene Renwick, Esq.
Lee Hernandez Landrum & Garofalo
7575 Vegas Drive #150
Las Vegas, Nevada 89128
Attorney for Respondent Dunham Trust Company

C. Stephen K. Lehnardt, Respondent

Jonathan Barlow, Esq.
Clear Counsel Law Group
50 S. Stephanie St. #101
Henderson, Nevada 89012
Attorney for Respondent Stephen K Lehnardt

D. Tarja Davis, Respondent

Tarja Davis
3005 North Beverly Glen Circle
Las Angeles, California 90077

E. Winfield B. Davis, Respondent

Winfield B. Davis
366-6 Habu Aridagawa Arida
Wakayama 643-0025
JAPAN

F. Ace Davis, Respondent

Ace Davis
c/o Winfield B. Davis
366-6 Habu Aridagawa Arida
Wakayama 643-0025
JAPAN

G. FHT Holdings LLC, A Nevada Limited Liability Company, Respondent

Registered Agent Solutions, Inc.
Registered Agent for FHT Holdings, LLC, a Nevada Limited Liability Company
4625 West Nevso Drive, Suite 2
Las Vegas, Nevada 89103

5. **Indicate whether any attorney identified above in response to question 3 or 4 is not licensed to practice law in Nevada and, if so, whether the district court granted that attorney permission to appear under SCR 42 (attach a copy of any district court order granting such permission):** All attorneys are licensed to practice law in Nevada.

6. **Indicate whether appellant was represented by appointed or retained counsel in the district court:** Appellant was represented by retained counsel in district court.

7. **Indicate whether appellant is represented by appointed or retained counsel on appeal:** Appellant is represented by retained counsel on appeal.

8. **Indicate whether appellant was granted leave to proceed in forma pauperis, and the date of entry of the district court order granting such leave:** Appellant was not granted leave to proceed in forma pauperis.

9. **Indicate the date the proceedings commenced in the district court (e.g., date complaint, indictment, information, or petition was filed):** The Petition to Assume Jurisdiction of Trust was filed on February 10, 2015.

10. **Provide a brief description of the nature of the action and result in the district court, including the type of judgment or order being appealed and the relief granted by the district court:** This action arose with Respondent Caroline Davis requesting the district court to take jurisdiction over the Beatrice B. Davis Family Heritage Trust dated July 28, 2000 ("Trust"), as purportedly amended on February 24, 2014, for an order to confirm appointment of Dunham Trust Company (a Nevada Trustee) as directed Trustee and to take jurisdiction over Christopher D. Davis as an investment advisor and as manager of FHT Holdings, LLC, a Nevada Limited Liability Company, and confirm appointment of Stephen K. Lehnardt as Distribution Trust Advisor.

A motion to dismiss was filed by Appellant Christopher D. Davis citing the court's lack of jurisdiction over the Trust, because the Trust situs and indispensable parties reside in Alaska, and there is insufficient basis to assert jurisdiction for purposes of confirming the appointment of any Nevada Trustee, Investment Advisor, or Distribution Trust Advisor for the Trust. The district court took jurisdiction over the Trust under a remedial theory of "constructive trust" and issued its confirmation of the appointment of Dunham Trust Company as trustee of the Trust in its June 24, 2015 Order (See Order attached as Exhibit A). The district court also incorrectly assumed jurisdiction over Christopher D. Davis in both his purported role as investment advisor of the Trust and as manager of FHT Holdings LLC without proper due service of process. The district court also granted the immediate disclosure of documents and information from Christopher D. Davis as to all information in his possession, custody, or control in his role as investment trust advisor, and in his role as manager of F.H.T. Holdings, LLC, which Appellant believes is improper when jurisdiction is absent. This Order is an appealable order pursuant to NRS 155.190(h).

11. **Indicate whether the case has previously been the subject of an appeal to or original writ proceeding in the Supreme Court and, if so, the caption and Supreme Court docket number of the prior proceeding:** This case has not previously been the subject of an appeal or original writ proceeding.

12. Indicate whether this appeal involves child custody or visitation: This case does not involve child custody or visitation.

///

///

///

13. **If this is a civil case, indicate whether this appeal involves the possibility of settlement:** This appeal does involve the possibility of settlement.

DATED this 30th day of July, 2015.

Respectfully Submitted,
ROLAND LAW FIRM

Harriet H. Roland, Esq.
Attorney for Christopher D. Davis

ANTHONY L. BARNEY, LTD.

Anthony L. Barney, Esq.
Attorney for Christopher D. Davis

[Remainder of Page Intentionally Left Blank]

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Anthony L. Barney, Ltd. and not a party to this action. If further certify that on the 30th day of July, 2015, I served a copy of the foregoing Case Appeal Statement upon each of the parties via Odyssey E-Filing System pursuant to NRCP 5(b)(2)(D) and E.D.C.R. 8.05. I further certify that on the 30th day of July, 2015, I served the foregoing Case Appeal Statement by first class US mail, postage prepaid, upon the following persons or entities:

Tarja Davis
3005 North Beverly Glen Circle
Los Angeles, California 90077

Christopher Davis
514 West 26th Street, #3E
Kansas City, Missouri 64108

Winfield Davis
Sky Line Terrace Apts.
930 Figueroa Terr., Apt 529
Los Angeles CA 90012-3072

Ace Davis
C/o natural guardian Winfield Davis
Sky Line Terrace Apts.
930 Figueroa Terr., Apt 529
Los Angeles CA 90012-3072

ANTHONY L. BARNEY, ESQ.
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Boulevard, Suite B
Las Vegas, NV 89102-1835
office@anthonybarney.com
Attorneys for Christopher Davis

MARK A. SOLOMON, ESQ.
Solomon Dwiggins & Freer, Ltd.
9060 West Cheyenne Avenue

Las Vegas, NV 89129
msolomon@sdfnvlaw.com
jhood@sdfnvlaw.com
Attorneys for Caroline Davis

CHARLENE RENWICK, ESQ.
LEE HERNANDEZ LANDRUM & GAROFALO
7575 Vegas Drive #150
Las Vegas, Nevada 89128
Crenwick@lee-lawfirm.com
Attorneys for Dunham Trust Company

JONATHAN W. BARLOW, ESQ.
CLEAR COUNSEL LAW GROUP
50 Stephanie Street, Suite 101
Henderson, Nevada 89012
Jonathan@clearcounsel.com
Attorneys for Stephen K. Lenhardt

FHT Holdings LLC. A Nevada Limited Liability Company, Respondent
Registered Agent Solutions, Inc.
Registered Agent for FHT Holdings, LLC, a Nevada Limited Liability Company
4625 West Nevso Drive, Suite 2
Las Vegas, Nevada 89103

Employee of Anthony L. Barney, Ltd.

EXHIBIT A

Electronically Filed
07/01/2015 01:23:25 PM

CLERK OF THE COURT

NOTC
HARRIET H. ROLAND, ESQ.
Nevada Bar No. 5471
ROLAND LAW FIRM
2470 E. Saint Rose Pkwy., Suite #105
Henderson, Nevada 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
Email: hroland@rolandlawfirm.com
Attorney for Christopher D. Davis

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of **The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.**	Case No.: P-15-083867 Dept. No.: Probate (26)

NOTICE OF ENTRY OF ORDER

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that the *Order* was entered by the Court on June 24, 2015 in the above-entitled matter, a copy of which is attached hereto.

DATED this 1st day of July, 2015.

ROLAND LAW FIRM

HARRIET H. ROLAND, ESQ.
Nevada Bar No. 5471
Attorney for Christopher D. Davis

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy., Ste. 105
Henderson, NV 89074
(702) 452-1500

Electronically Filed
06/24/2015 12:12:57 PM

CLERK OF THE COURT

HARRIET H. ROLAND, ESQ.
NV Bar No. 5471
ROLAND LAW FIRM
2470 E. St. Rose Pkwy, Ste. 105
Henderson, NV 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
hroland@rolandlawfirm.com

ANTHONY L. BARNEY, ESQ.
Nevada Bar No. 8366
TIFFANY S. BARNEY, ESQ.
Nevada Bar No. 9754
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102
Telephone: (702) 438-7878
Facsimile: (702) 259-1116
Attorneys for Christopher D. Davis

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

In the matter of: The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.	Case No.: P-15-083867-T Dept. No.: 26 **Hearing Date: April 22, 2015** **Hearing Time: 9:00 a.m.**

ORDER

This matter came before the Court for hearing on the 22nd day of April, 2015 at 9:00 a.m., upon the Christopher D. Davis's Motion to Dismiss Pursuant to NRCP 12(b) and NRCP 19 and Caroline Davis's Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, as Amended on February 24, 2014, to Assume Jurisdiction over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lehnardt as Distribution

Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee, and for Immediate Disclosure of Documents and Information from Christopher D. Davis. Christopher D. Davis was represented by Harriet Roland, Esq. of the Roland Law Firm and Anthony L. Barney, Esq., of the law office of Anthony L. Barney, Ltd., Caroline Davis was represented by Mark Solomon, Esq., of the law firm of Solomon Dwiggins and Freer, Ltd.; Stephen K. Lehnardt was represented by Jonathan W. Barlow, Esq. of the law office of Clear Counsel Law Group; and Dunham Trust Company was represented by Charlene N. Renwick, Esq., of the law office of Lee Hernandez Landrum & Garofalo. After reviewing the pleadings on file and in the court record, hearing oral arguments by both parties in this matter, being fully advised in the premises, and for good cause appearing, the Court hereby finds and orders the following:

IT IS FOUND that since the first amendment, Christopher has been directing the trust in Nevada, and that everyone involved relied on this amendment as being proper.

IT IS FURTHER FOUND that the Court has no affidavit that another beneficiary existed at the time the first amendment was signed.

IT IS FURTHER FOUND that the Court has jurisdiction as a constructive trust because action on behalf of the trust has been taken in Nevada.

IT IS SO FOUND.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Petition to Assume Jurisdiction over Christopher D. Davis as Investment Trust Advisor is granted without prejudice.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition to Assume Jurisdiction over Stephen K. Lehnardt as Distribution Trust Advisor is denied until a more definite statement is filed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition to Confirm Dunham Trust Company as Directed Trustee is granted.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition for Immediate Disclosure of Documents and Information from Christopher D. Davis is granted as to all information in his possession in his role as Investment Trust Advisor, and in his role as manager of FHT Holdings custody or control

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Christopher D. Davis's Motion to Dismiss is denied.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon agreement of all parties, this Court will retain jurisdiction and all matters will be heard by the probate judge.

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED this 19th day of May, 2015.

DISTRICT COURT JUDGE

Respectfully Submitted by the Following:

HARRIET H. ROLAND, ESQ.
NV Bar No. 5471
ROLAND LAW FIRM
2470 E. St. Rose Pkwy, Ste. 105
Henderson, NV 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
Attorney for Christopher D. Davis

Approved as to Form and Content:

JONATHAN W. BARLOW, ESQ.
NV Bar No. 9964
CLEAR COUNSEL LAW GROUP
50 South Stephanie Street, Ste. 101
Henderson, Nevada 89012
Telephone: (702) 476-5900
Facsimile: (702) 924-0709
Attorney for Stephen K. Lehnardt

///

///

ANTHONY L. BARNEY, ESQ.
Nevada Bar No. 8366
TIFFANY S. BARNEY, ESQ.
Nevada Bar No. 9754
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102
Telephone: (702) 438-7878
Facsimile: (702) 259-1116
Attorneys for Christopher D. Davis

Approved as to Form and Content:

CHARLENE RENWICK, ESQ.
LEE, HERNANDEZ, LANDRUM,
GARROFALO, ATTORNEYS AT LAW
7575 Vegas Drive, Suite 150
Las Vegas, Nevada 89128
Telephone: (702) 880-9750
Facsimile: (702) 314-1210
Attorneys for Dunham Trust Company

Approved as to Form and Content:

MARK A. SOLOMON, ESQ.
NV Bar No. 0418
JOSHUA M. HOOD, ESQ.
NV Bar No. 12777
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: (702) 853-5483
Facsimile: (702) 853-5485
Attorneys for Caroline D. Davis

REGISTER OF ACTIONS
CASE NO. P-15-083867-T

In the Matter of the Trust of: The Beatrice Davis Heritage Trust	§	Case Type:	Probate - Trust/Conservatorships
	§	Subtype:	Individual Trustee
	§	Date Filed:	02/11/2015
	§	Location:	
	§	Cross-Reference Case Number:	P083867

PARTY INFORMATION

Petitioner	Davis, Caroline 2501 Nob Hill PL N Seattle, WA 98109	Female	**Lead Attorneys** **Mark Alan Solomon** *Retained* 7028535483(W)
Trust	The Beatrice Davis Heritage Trust		

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS

2/10/2015 **Petition to Assume Jurisdiction of Trust**
Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust Dated July 28 2000 as Amended on February 24, 2014; t Assume Jurisdiction Over Christopher D Davis As Investment Trust Advisor and Stephen K Lehnardt as Distribution Trust Advisor; to Confirm Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Documents and Information from Christopher D Davis

2/10/2015 **Notice of Hearing**
Notice of Hearing on Petition to Assume Jurisdiction Over the Beatrice B. Davis Family Heritage Trust Dated July 28 2000 as Amended o February 24 2014; to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor and Stephen K Lehnardt as Distributio Trust Advisor; to Confirm Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Documents and Information from Christopher D. Davis

2/20/2015 **Notice of Hearing**
Amended Notice of Hearing on Petition to Assume Jurisdiction Over the Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, as Amended on February 24, 2014; to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lehnardt Distribution Trust Advisor; to Confirm Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Documents and Information from Christopher D. Davis

3/04/2015 **Motion to Dismiss**
Christopher D. Davis' Motion To Dismiss Pursuant To NRCP (12)(b) And NRCP 19

3/05/2015 **Errata**
Errata to Christopher D. Davis' Motion to Dismiss Pursuant to NRCP 12(b) and NRCP 19

3/05/2015 **Notice of Hearing**
Second Amended Notice of Hearing on Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, as Amended on February 24, 2014; to Assume Jurisdiction Over Christopher David As Investment Trust Advisor and Stephen K. Lehnardt as Distribution Trust Advisor; to Confirm Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Docum and Information From Christopher D. Davis

3/06/2015 **Petition - HM** (9:30 AM) (Magistrate Yamashita, Wesley)
Petition to Assume Jurisdiction Over the Beatrice B. Davis Family Heritage Trust Dated July 28 2000 as Amended on February 24 2014; t Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor and Stephen K Lehnardt as Distribution Trust Advisor; to Confirm Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Documents and Information from Christopher D. Davis

Minutes

02/27/2015 Reset by Court to 03/06/2015

Result: Off Calendar

3/06/2015 **Notice of Appearance**
Notice of Appearance

3/23/2015 **Notice of Motion**
Notice of Motion on Christopher D. Davis' Motion to Dismiss Pursuant to NRCP 12(b) and NRCP 19

3/24/2015 **Certificate of Service**
Amended Certificate of Service

4/08/2015 **Certificate of Service**
Supplemental Certificate of Mailing Of: Second Amended Notice of hearing on Petition to Assume Jurisdiction over the Beatrice Davis Fa Heritage Trust, Dated July 28, 2000 as Amended on February 24, 2014; to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lehnardt as Distribution Trust Advisor; to Confirm Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Documents and Information from Christopher D. Davis

4/13/2015 **Opposition to Motion to Dismiss**

1/16/2015	**Opposition** *Opposition to Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as Amended on February 24, 2014; to Assume Jurisdiction over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lehnardt as Distributio Trust Advisor; to Confirm Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Documents and Information from Christopher D. Davis, and Limited Joinder to Christopher D. Davis's Motion to Dismiss Pursuant to NRCP 12(b) and NRCp 19*
1/16/2015	**Notice** *Notice of Appearance*
1/20/2015	**Reply** *Reply to Opposition to Petition to Assume Jurisdiction Over the Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, as Amende on February 24, 2014; to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lehnardt as Distribution Trust Advisor; to Confirm Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Documents and Information from Christopher D. Davis and Limited Joinder to Christopher D. Davis's Motion to Dismiss Pursuant to NRCP12(b) and NRC 19*
1/20/2015	**Reply** *Christopher D. Davis' Reply to Caroline Davis' Opposition to his Motion to Dismiss Pursuant to NRCP (12)(b) and NRCP 19*
1/22/2015	**Petition** (9:00 AM) (Judicial Officer Sturman, Gloria) *Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, as Amended on February 24, 2014 Assume Jurisdiction Over Christopher David As Investment Trust Advisor and Stephen K. Lehnardt as Distribution Trust Advisor; to Conf. Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Documents and Information From Christopher D. Davis* Result: Granted in Part
1/22/2015	**Motion to Dismiss** (9:00 AM) (Judicial Officer Sturman, Gloria) *Motion on Christopher D. Davis' Motion to Dismiss Pursuant to NRCP 12(b) and NRCP 19* Result: Denied
1/22/2015	**All Pending Motions** (9:00 AM) (Judicial Officer Sturman, Gloria) Parties Present Minutes Result: Matter Heard
1/28/2015	**Recorders Transcript of Hearing** *Transcrit of Proceedings Motion to Dismiss: Motion on Christopher Davis' Motion to Dismiss Pursuant to NRCP 12(B) and NRCP 19; Peti to Assume Jurisdiction over the Beatrice B. Davis Family Trust, Assume Jurisdiction over Christopher David as Investment Trust Advisor and Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee, and for Immediate Disclosure of Documents and Information from Christopher D. Davis April 22, 2015*
1/24/2015	**Order** *Order*
2/01/2015	**Notice of Entry of Order** *Notice of Entry of Order*
2/13/2015	**Certificate of Mailing** *Certificate of Mailing*
2/14/2015	**Certificate of Mailing** *Supplement to Certificate of Mailing*
2/14/2015	**Petition** *Notice of Petition and Petition for Reconsideration of the Order Dated May 19, 2015 Re: Petition to Assumen Jurisdiction over the Beatrice Davis Family Heritage Trust Dated July 28, 2000, as Amended on February 24, 2014, to Assume Jurisdiction over Christopher D Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee, an for Imeediate Disclosure of Documents and Information from Christopher D Davis*
2/14/2015	**Notice** *Notice of petition and petition for reconsideration of the order dated may 19, 2015 re: petition to assume jurisdiction over the Beatrice B. Davis family heritage trust dated July 28, 2000, as amended on February 24, 2014; to assume jurisdiction over Christopher D. Davis as investment trust advisor, Stpehen K. Lehnardt as distribution trust advisor, to confirm Dunham Trust Company as directed trustee, and for immediate disclosure of documents and information from Christopher D. Davis;*
2/16/2015	**Certificate of Mailing** *Certificate Of Mailing*
2/23/2015	**Certificate of Mailing** *Certificate of Mailing*
2/23/2015	**Ex Parte Application** *Ex Parte Application for Order Shortening Time on Christopher Davis' Petition to Reconsider Order to Assume Jurisdiction, or in the alternative Petition to Stay the Court's Order Assuming Jurisdiction over Christopher Davis Dated May 19, 2015*
2/28/2015	**Declaration** *Declaration of Taria Davis*
2/29/2015	**Response** *Response to Petition for Reconsideration*
3/19/2015	**Petition** (9:00 AM) (Judicial Officer Sturman, Gloria) *Notice of Petition and Petition for Reconsideration of the Order Dated May 19, 2015 Re: Petition to Assumen Jurisdiction over the Beatrice Davis Family Heritage Trust Dated July 28, 2000, as Amended on February 24, 2014, to Assume Jurisdiction over Christopher D Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee, an for Imeediate Disclosure of Documents and Information from Christopher D Davis*

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

IN THE SUPREME COURT OF THE STATE OF NEVADA

CHRISTOPHER D. DAVIS,

Appellant,

v.

CAROLINE DAVIS,

Respondent.

Case No.: 68542

Eighth Judicial District Court
Case No.: P-15-083867-T (In re the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000)

RESPONDENT'S APPENDIX VOLUME 4 TO RESPONSE TO CHRISTOPHER D. DAVIS' EMERGENCY MOTION UNDER NRAP 27(e) FOR 1) STAY PENDING APPEAL AND 2) AFFIRMATIVE RELIEF

Counsel did not agree on a joint appendix and this Respondents' Appendix is provided in accordance with NRCP 30(b)(3).

TABLE OF CONTENTS

Volume	EXHIBIT	TITLE OF DOCUMENT	Bates Numbers
Vol 1	E	April 22, 2015 Reporter's Transcript of Proceedings	RAPP347-405
Vol 1	Y	Certification of Intent to Amend Order	RAPP919-921
Vol 2	D	Christopher D. Davis' Motion to Dismiss Pursuant to NRCP(12)(b)	RAPP321-346
Vol 2	B	Christopher D. Davis Reply to Caroline Davis' Opposition to His Motion to Dismiss Pursuant to NRCP (12)(b) and NRCP 19	RAPP15-30
Vol 2	Q	Christopher D. Davis' Motion for Protective Order and to Quash or Modify the Subpoena	RAPP605-641

Docket 68542 Document 2015-31677

Vol 3	A	First Amendment to the Beatrice B. Davis Family Heritage Trust	RAPP1-13
Vol 3	F	May 11, 2015 Letter from Mark A. Solomon to Judge Sturman (including enclosures)	RAPP406-413
Vol 3	G	May 12, 2015 E-mail to all counsel	RAPP414-422
Vol 3	H	May 12, 2015 Letter from Mark A. Solomon to Judge Sturman and accompanying to All Counsel	RAPP423-426
Vol 3	I	May 12, 2015 Letter from Anthony L. Barney to Judge Sturman (including enclosures)	RAPP427-443
Vol 4	**V**	**Motion to Amend or Modify Order Pursuant to NRCP 60(b)(3)**	**RAPP790-831**
Vol 4	**N**	**Motion to Compel**	**RAPP495-~~547~~ 574**
Vol 5	O	Motion to Hold Christopher Davis in Contempt and for Attorneys' Fees and Costs	RAPP 575-600
Vol 5	K	Notice of Appeal Dated July 30, 2015	RAPP450-454
Vol 5	L	Notice of Case Statement Dated July 30 2015	RAPP455-471
Vol 6	J	Notice of Entry of Order dated July 1, 2015	RAPP444-449
Vol 6	S	Notice of Non-Appearance of Christopher D. Davis	RAPP690-695
Vol 6	P	Notice of Taking Deposition of Christopher D. Davis	RAPP601-604
Vol 7	W	Objection to Petition for Reconsideration of the Order Dated May 19, 2015 re Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust dated July 28, 2000 as Amended on February 24, 2014 to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as	RAPP832-910

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

		Directed Trustee and for Immediate Disclosure of Documents and Information from Christopher D. Davis; and Counter-Petition for Sanctions	
Vol 8	R	Opposition to Caroline Davis' Motion to Compel Harriet Roland, Esq. to Produce Documents Responsive to Subpoena Duces Tecum and Counter Motion to Quash	RAPP642-689
Vol 9	C	Petition to Assume Jurisdiction Over the Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, as Amended on February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lenhardt as Distribution Trust Advisor; to Confirm Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Documents and Information from Christopher D. Davis	RAPP40-320
Vol 8	U	Resignation, Release, Acknowledgement, Consent and Indemnification Agreement Dated February 24, 2014	RAPP782-789
Vol 8	T	September 2, 2015 Transcript of Proceeding	RAPP696-781
Vol 8	M	Subpoena Duces Tecum to Harriet Roland Esq., and Anthony Barney, Esq.	RAPP472-494
Vol 8	X	Supplement to Objection to Petition for Reconsideration of the Order Dated May 19, 2015 re Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust dated July 28, 2000 as Amended on February 24, 2014 to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee and for Immediate Disclosure of Documents and Information from Christopher D. Davis and Counter-Petition for Sanctions	RAPP911-918

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

CERTIFICATE OF COMPLIANCE

I hereby certify that I have read this Respondent's Appendix and to the best of my knowledge, information and belief, consist of true and correct copies of the papers in the District Court file. I further certify that this brief complies with the applicable Nevada Rules of Appellant Procedure, in particular NRCP 30, which requires this Certification. I understand that I may be subject to Sanctions in the event the accompanying appendix is not inconformity with the Requirements of the Nevada Rules of Appellant Procedure.

DATED this 16th day of October, 2015.

SOLOMON DWIGGINS & FREER, LTD.

BY _____

Joshua M. Hood, Esq.
Nevada State Bar No. 12777
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Attorneys for Respondents

EXHIBIT V

EXHIBIT V

Electronically Filed
08/10/2015 04:07:53 PM

CLERK OF THE COURT

Mark A. Solomon, Esq., Bar No. 418
msolomon@sdfnvlaw.com
Joshua M. Hood, Esq. Bar No. 12777
jhood@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485

Attorneys for Caroline Davis, Petitioner

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of: The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014	Case No.: P-15-083867-T Dept.: Probate (26) Hearing Date: August 12, 2015 Hearing Time: 9:00 A.M.

MOTION TO AMEND OR MODIFY ORDER PURSUANT TO NRCP 60(b)(3)

Caroline D. Davis ("Ms. Davis"), as beneficiary of the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended February 24, 2014, by and through her counsel, the law firm of Solomon Dwiggins & Freer, Ltd., hereby files this Motion To Amend Or Modify Order Pursuant to NRCP 60(b)(3) (the "Motion"). The foregoing Motion is made and based on the pleadings and papers on file in this action, the attached Memorandum Of Points And Authorities, all attached exhibits, and any oral argument that this honorable Court may entertain at the time of hearing.

///

///

///

///

///

///

///

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

SOLOMON | DWIGGINS & FREER | TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

MEMORANDUM OF POINTS AND AUTHORITIES

I. Introduction

From this inception of this matter, Christopher D. Davis ("Christopher") has continued to present misrepresentation after misrepresentation to this Court. Indeed, it is apparent that from the first pleading Christopher filed with this Court, he has taken it upon himself to conceal the true nature of the facts and circumstances related to the transfer of the Trust's situs from Alaska to Nevada. Specifically, Christopher has knowingly misidentified the true beneficiaries of the Trust, has perpetually misrepresented that there was no acting Trustee during the time in which the Trust's situs was transferred, has concealed the fact that consent was provided by the then-serving Trustee to transfer the situs, and has blatantly lied about the fact that legal advice was obtained by the Trustee prior to transferring the situs. Based upon the facts and evidence discovered throughout the duration of this matter, it is obvious that Christopher and his counsel have dissembled the true and correct facts, have exhibited a complete lack of candor to this Court, to Ms. Davis, and the other interested parties.

Indeed, Christopher's fraudulent misrepresentations with respect to the First Amendment caused this Court to enter an order assuming jurisdiction over the Trust based upon the theory of "constructive trust." As fully set forth below, the First Amendment is valid in its entirety and the transfer of the Trust's situs is proper under the terms of the Trust. As such, this Court should amend or modify its June 24, 2015 Order, and assume jurisdiction over the Trust in its entirety as a proceeding *in rem* pursuant to NRS 164.010.

II. Factual Background.

Beatrice B. Davis ("Beatrice") created the Trust on July 28, 2000, naming Alaska Trust Company ("Alaska") as the initial Trustee and Stephen K. Lehnardt ("Mr. Lehnardt") as Trust Protector. As fully set forth in the prior pleadings before this Court, the primary asset that was held in the Trust is an Ashley Cooper Life Insurance Policy (the "Policy"), with a face cover value of $35,000,000.00 and a revolving line of credit for $4,000,000.

Pursuant to Article Three of the Trust, during Beatrice's lifetime, the primary beneficiaries were Christopher, Ms. Davis, and Christopher's son, Winfield Davis ("Winfield). On August 2, 2011, Mr. Lehnardt, as Trust Protector, removed Alaska as Trustee and appointed Alaska USA Trust Company ("Alaska USA"). During Alaska and Alaska USA's tenure as Trustee, certain loans were taken against the Policy and further distributed to Christopher in his individual capacity, his capacity as Trustee of the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended (the "Revocable Trust"), and his capacity as Manager of the Davis Family Office, a Missouri limited liability company (the "Davis Family Office").

On October 30, 2013, Alaska USA executed a "Resignation of Trustee", indicating that the effective date of such resignation was intended to be "December 5, 2013 or upon the acceptance of trusteeship by a successor, whichever occurs earlier." Dunham Trust Company ("Dunham") was thereafter appointed and accepted tenure as successor Trustee of the Trust on February 24, 2014. Contemporaneously with the appointment and acceptance of trusteeship by Dunham, Mr. Lehnardt, by and through the authority vested in him as Trust Protector, transferred the situs of the Trust from Alaska to Nevada. The transfer of the Situs was acknowledged and consented to by Ms. Davis, Christopher, and Winfield.

Pursuant Article One, Section 2 of the First Amendment, the Trust situs is now Nevada, and the Trust and all trusts created thereunder are governed by Nevada law. Article Thirteen, Section 2.d. of the First Amendment, appointed Dunham as the "Directed Trustee" pursuant to NRS §163.553 et. seq. Article Thirteen, Section 2.d. of the First Amendment, further appointed Christopher as the "Investment Trust Advisor" pursuant to NRS §163.5543, and designated him as a "Fiduciary" under NRS §16.554. Pursuant to the First Amendment, Christopher is provided the "full power to manage the investments and reinvestments of the trust", and Dunham, as Directed Trustee, has no authority act or interfere with the actions of Christopher, as the Investment Trust Advisor, unless otherwise directed. Article Thirteen, Section 2.d. of the First Amendment, appointed Mr. Lehnardt, in his capacity as the Trust Protector of the Trust, as the "Distribution Trust Advisor" pursuant to NRS §163.5537, and designated him as "Fiduciary" pursuant to NRS §163.554.

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

Shortly after Dunham's appointment as Directed Trustee and Christopher's appointment as Investment Trust Advisor, Dunham created FHT Holdings, LLC, a Nevada limited liability company, to which the Policy was transferred. Christopher is currently serving as the sole Manager FHT Holdings, LLC.

Although Ms. Davis has attempted to acquire the documentation and information related to the Policy and the related loans without court intervention, Christopher has consistently stonewalled Ms. Davis and refused to provide information regardless of the fact that: (1) Christopher is acting as a Fiduciary of the Trust, and (2) Ms. Davis is a beneficiary of the Trust entitled to such information.

III. Procedural Background

This Court will recall that Ms. Davis filed her Original Petition, on February 10, 2015,[1] requesting that this Court: (1) assume jurisdiction over the Trust[2] as a proceeding *in rem*; (2) assume jurisdiction over Christopher as Investment Trust Advisor; (3) assume jurisdiction over Stephen K. Lehnardt ("Mr. Lehnardt") as Distribution Trust Advisor; (4) confirm Dunham Trust Company ("Dunham") as Directed Trustee; and (5) require Christopher, as Investment Trust Advisor and as Manager of FHT Holdings, LLC, to disclose any and all documentation and information related to the Trust with specific reference to certain loans that were taken against the Trust's primary asset (i.e. the Policy with a face cover value of $35,000,000.00).[3]

On March 3, 2015, Christopher filed his Motion To Dismiss,[4] contending that Ms. Davis: (1) failed to join necessary parties; (2) failed to provide requisite notice to proper parties; and (3)

---

[1] Petition To Assume Jurisdiction Over The Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, As Amended On February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis As Investment Trust Advisor And Stephen K. Lehnardt As Distribution Trust Advisor; To Confirm Dunham Trust Company As Directed Trustee; And For Immediate Disclosure Of Documents And Information From Christopher D. Davis, filed with this Court on February 10, 2015 (the "Original Petition").

[2] The Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended on February 24, 2014 (the "Trust"), a true and correct copy of which is attached to the Original Petition, at Ex. 1.

[3] *See*, Original Petition at p. 9, ¶¶ 1-5.

[4] *See*, Christopher D. Davis' Motion To Dismiss Pursuant To NRCP 12(b) And NRCP 16, previously filed with this Court on March 3, 2015.

SOLOMON | DWIGGINS & FREER | TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON | DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

further claimed that the Court lacked subject matter jurisdiction.[5] Christopher's Motion To Dismiss hinged upon his a blatant misrepresentation that the First Amendment, which transferred situs of the Trust from Alaska to Nevada, was invalid and that the validity of such document must first be determined before the Court could assume jurisdiction.[6]

In response, Ms. Davis filed her Opposition to the Motion To Dismiss on April 13, 2015.[7] In her Opposition to the Motion To Dismiss, Ms. Davis argued that the Court may properly assume jurisdiction over the Trust and respective parties and grant the relief requested in the Original Petition.[8] Additionally, Ms. Davis set forth arguments as to why the prior trustees, Alaska and Alaska USA, are not necessary or indispensable parties,[9] and that Ms. Davis properly served all interested parties.[10] Christopher filed a Reply to Ms. Davis' Opposition to the Motion To Dismiss on April 20, 2015.[11] It is important to note, however, that Ms. Davis and her counsel **were not served with a copy of Christopher's Reply until *after* the hearing regarding the Original Petition, the Motion To Dismiss, and related pleadings was held on April 22, 2015** (the "Hearing").

This Court will also recall that Christopher's counsel, Mr. Barney, **for the first time** at the Hearing, attempted to make several factual arguments **not presented in his Motion To Dismiss**. First, Mr. Barney argued that Christopher's wife, Tarja Davis ("Tarja"), was a beneficiary of the Trust and did not provide the requisite consent to the transfer of the Trust's situs from Alaska to

---

[5] *Id.*

[6] *Id.*, at p. 11:7-8.

[7] *See*, Opposition To Christopher D. Davis' Motion To Dismiss Pursuant To NRCP 12(b) and NRCP 19, previously filed with this Court on April 13, 2015.

[8] *Id.*, at Section II.

[9] *Id.*, at Section III.

[10] *Id.*, at Section IV.

[11] *See*, Christopher D. Davis' Reply To Caroline Davis' Opposition To His Motion To Dismiss Pursuant To NRCP 12(b) And NRCP 19, previously filed with this Court on April 20, 2015.

Nevada.[12] **Indeed, raising such argument at the Hearing was completely contrary to the facts presented to this Court in Christopher's Motion To Dismiss.** Specifically, Christopher identified: (1) himself; (2) his son, Winfield; and (3) Ms. Davis as the "**three descendants** [that] are the current beneficiaries of the Trust."[13] Christopher and Mr. Barney, however, are fully aware, and have always been fully aware, that Tarja **does not** qualify as a "spouse", and otherwise **is not** entitled to receive mandatory or discretionary distributions under the Trust; therefore, **her consent was not required to effectuate the transfer of situs**.

Second, Mr. Barney also argued, **for the first time** at the Hearing, that there was not "an acting Alaska Trustee at the point to consent to the transfer" of the Trust's situs.[14] As Mr. Barney is well aware, a trustee's duties do not terminate upon the submission of a resignation when no successor trustee has been appointed and accepted. Furthermore, and illustrative of Christopher and Mr. Barney's dissembling to this Court, the Resignation, Release, Acknowledgement, Consent And Indemnification Agreement, attached as Exhibit 1 to Christopher's Motion To Dismiss, **which was executed by Christopher**, expressly provides that Alaska USA was the then-serving Trustee of the Trust on the date on which the situs was transferred to Nevada, and that Alaska USA consented to the same. As Such, Christopher had full and complete knowledge that: (1) Alaska USA was serving as trustee at the point when the situs was changed; and (2) Alaska USA provided its consent to transfer the Trust's situs. Notwithstanding the same, Christopher and his counsel have continuously misrepresented the same to this Court by arguing to the contrary. Indeed, both of Christopher and Mr. Barney's fabricated arguments at the Hearing are patently false.

Notwithstanding such misrepresentation, after hearing oral arguments of the parties' respective counsel, this Court issued its Findings and Orders (the "Order"), which was

---

[12] *See*, Hearing transcript at p. 8:10-11, a true and correct copy of which is attached hereto as **Exhibit 1**.

[13] *See*, Motion To Dismiss, at p. 3:14-18. (Emphasis added).

[14] *See*, Ex. 1, at lines 12-13.

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

subsequently filed on June 24, 2015, and notice of entry Order was filed on July 1, 2015.[15] Pursuant to the Order, the Court found that:

> "...since the first amendment, Christopher has been directing the trust in Nevada, and that everyone involved relied on this amendment as being proper.
>
> ...the Court has no affidavit that another beneficiary existed at the time the first amendment was signed.
>
> ...the Court has jurisdiction as a constructive trust because action on behalf of the trust has been taken in Nevada."[16]

Additionally, the Court ordered that: (1) the Original Petition be granted without prejudice;[17] (2) the court would not assume jurisdiction over Mr. Lehnardt, as Distribution Trust Advisor, "until a more definite statement is made";[18] (3) Dunham be confirmed as Directed Trustee;[19] (4) that Christopher is required to disclose "all information in his possession, custody, or control, as Investment Trust Advisor, and in his role as Manager of FHT Holdings, LLC";[20] (5) that Christopher's Motion To Dismiss is denied;[21] and (6) and that the Court "retain[ed] jurisdiction and all matters will be heard by the probate judge."[22]

On July 14, 2015, Christopher filed and noticed his Petition For Reconsideration, which was scheduled to be heard before this Court on August 19, 2015. Notwithstanding the fact that this Court already addressed each of Christopher's arguments set forth in his Motion To Dismiss, Christopher asserted that this Court improperly assumed jurisdiction over the Trust because: (1)

---

[15] *See*, Order, previously filed with this Court on June 24, 2015, and Notice Of Entry of Order, previously filed with this Court on July 1, 2015.

[16] *See*, Order, at p. 2:13-19.

[17] *Id.*, at p. 2:21-24.

[18] *Id.*, at p. 2:25-28.

[19] *Id.*, at p. 3: 1-2.

[20] *Id.*, at p. 3: 3-6.

[21] *Id.*, at p. 3: 7-8.

[22] *Id.*, at p. 3:9-10.

SOLOMON | DWIGGINS & FREER | TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

lack of subject matter jurisdiction due to the absence of conditions precedent to the change of the Trust's situs from Alaska to Nevada as provided for in the First Amendment; [23] (2) the failure to add indispensable parties;[24] and (3) the failure to provide notice and/or service to requisite parties.[25] The Petition For Reconsideration was nothing more than a regurgitation of the misrepresented facts presented in Christopher's prior pleadings and his oral argument before the Court on April 22, 2015.

In addition to his recapitulation misrepresented facts, Christopher's Petition For Reconsideration also boldly misstates that Alaska did not receive an opinion of counsel with respect to transferring the situs of the Trust from Alaska to Nevada. As set forth below, Mr. Lehnardt, as Trust Protector, retained the services of Dennis Brislawn, Esq. ("Mr. Brislawn") in 2014, to provide support with the transition of the Trust from Alaska to Nevada. Mr. Brislawn communicated with Mr. Lehnardt, Dunham Trust, and Alaska USA, **and provided an opinion of counsel** regarding the transfer of the Trust's situs to Nevada. Indeed, as set forth in Mr. Lehnardt's billing records, Christopher was integrally involved with the transfer of situs and met with or conferred with Mr. Lehnardt to discuss the same. Each and every allegation made by Christopher and Mr. Barney in Christopher's Motion To Dismiss and his Petition For Reconsideration regarding the "invalidity" of the transfer of situs are false, and they have continued to perpetuate these material misrepresentations to this Court in an effort to avoid providing the required information to Ms. Davis pursuant to the June 24, 2015 Order.

Ms. Davis filed her Objection And Counterpetition For Sanctions on July 31, 2015,[26] wherein Ms. Davis argued, among other things, that the Petition For Reconsideration is

---

[23] *See*, Petition For Reconsideration, at p. 6:19-20.

[24] *Id.*, at p. 15:17-18, p. 21:10-11, and p. 23:6-7.

[25] *Id*, at p. 15:17-18, and p. 19:11-12.

[26] *See*, Objection To Petition For Reconsideration Of The Order Dated May 19, 2015 Re: Petition To Assume Jurisdiction Over The Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, As Amended On February 24, 2014, To Assume Jurisdiction Over Christopher D. Davis As Investment Trust Advisor, Stephen K. Lehnardt As Distribution Trust Advisor, To Confirm Dunham Trust Company As Directed Trustee, And For Immediate Disclosure Of Documents And Information From Christopher D. Davis; And Counterpetition For Sanctions, filed on July 31, 2015 (the "Objection And Counterpetition").

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

procedurally improper as it does not present new evidence or facts, does not identify a change in controlling law, and does not identify any clear error made by this Court.[27] Additionally, Ms. Davis presented evidence that Christopher and/or his counsel has continued to make material misrepresentations to this Court.

Specifically, Ms. Davis provided evidence that Christopher's wife, Tarja, is **not** a "spouse" under the terms of the Trust since she and Christopher have not been married for ten (10) continuous years as required by Article Fourteen, Section 1(j) of the Trust.[28] As such, Tarja is not a "beneficiary then eligible to receive mandatory or discretionary distributions" pursuant to Article 8, Section 3(d), and, therefore, her consent is not required to transfer situs under Article Fourteen, Section 6.[29]

Second, and notwithstanding Christopher and Mr. Barney's representation to the contrary, Ms. Davis provided evidence that Alaska USA was the then-serving Trustee of the Trust when the First Amendment was executed, and that Alaska USA **did** consent to the transfer of situs from Alaska to Nevada pursuant to Article Fourteen, Section 6 of the Trust.[30] Lastly, and in contradiction to Christopher and Mr. Barney's false representation to this Court, Ms. Davis presented evidence that Alaska USA **did** receive advice of counsel pursuant to Article Fourteen, Section 6 of the Trust[31] prior to transferring the Trust's situs.

On July 30, 2015, Christopher also filed a Notice Of Appeal and Case Appeal Statement,[32] appealing the Court's June 24, 2015 Order pursuant to NRS 155.190(h) to the Nevada Supreme Court. Although Mr. Barney may argue that this Court does not have the authority to entertain

---

[27] *Id.*, at § II(A).

[28] *Id.*, at § II(B).

[29] *Id.*

[30] *Id.*, at § II(C).

[31] *Id.*, at § II(D).

[32] *See*, Notice Of Appeal and Case Appeal Statement, previously filed with this Court on July 30, 2015.

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

arguments related to the Petition For Reconsideration, this Court does have the authority to entertain collateral or independent matters involved in the same case or controversy. Ms. Davis' Motion To Amend Or Modify Order Pursuant to NRCP 60(b)(3) is a collateral matter, involving the same facts and circumstances, that this Court may entertain.[33]

III. LEGAL ARGUMENT

NRCP 60(b), in relevant part, provides that "[o]n motion and upon such terms as are just, the court may relieve a party...from a final judgment, order, or proceeding for the following reasons...(3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation or other misconduct of an adverse party." Further, pursuant to Foster v. Dingwall, 228 P.3d 453, 455 (Nev. 2010), "a party seeking to alter, vacate, or otherwise change or modify an order or judgment challenged on appeal should file a motion for relief from the order of judgment in the district Court."

As such, and for the reasons set forth herein, Ms. Davis hereby requests that this Court: (1) amend or modify its Order assuming jurisdiction over the trust under the theory of "constructive trust"; (2) assume jurisdiction over the trust in its entirety as a proceeding *in rem* pursuant to NRS 164.010; and (3) make a specific finding that the transfer of the Trust's situs Alaska to Nevada was consistent with the terms of the Trust. Additionally, if this Court is inclined to amend or modify its Order, Ms. Davis further requests that this Court certify its intent to grant the relief so that this matter may be remanded back "to the district court for entry of an order granting the requested relief." *Id.* Such certification would render the issues currently raised on appeal moot.

A. Christopher Fraudulently Misrepresented That Tarja's Consent To The First Amendment And The Change In Situs Was Required.

In his Petition For Reconsideration, Christopher's contends that "all the facts and evidence prove the change of situs (a condition precedent) was invalid and not permitted under the terms of the [Trust]"[34] is without merit. Christopher relies heavily on the fact that his current wife, Tarja,

---

[33] *See*, Foster v. Dingwall, 228 P.3d 453 (Nev. 2010).

[34] *See*, Petition For Reconsideration, at p. 7:6-8.

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

did not consent to the transfer in situs.[35] Christopher, however, knew that Tarja's consent to the change in situs was **not required** to effectuate the same. Indeed, Christopher and his counsel Anthony L. Barney, Esq. ("Mr. Barney") and Harriet H. Roland, Esq. ("Ms. Roland") each have a copy of the trust, and are familiar with the terms and provision thereof, including (1) the provision defining "spouse";[36] (2) the provision related to distributions to a "spouse";[37] and (3) the provision related to the transfer of situs and the requirements therefor.[38]

Specifically, Article Fourteen, Section 6 of the Trust provides, in relevant part, as follows:

> "Except as expressly provided herein, the situs of this agreement or any subtrust established hereunder may be changed by the **unanimous consent of all beneficiaries *then eligible* to receive mandatory or discretionary distributions** of net income under this agreement or such subtrust, with the consent of any then-acting Protector and the Trustee thereof, which shall be given only after the Trustee has obtained advice from counsel as to the tax and other consequences of a change in situs."[39]

While Article 8, Section 3(d) permits a trustee to "make distributions from the trust share of a Primary Beneficiary to or for the health, education, maintenance and support of the ***spouse*** of the Primary Beneficiary,"[40] such person **must** first qualify as a "spouse" pursuant to the express terms of the Trust.

Article Fourteen of the Trust, entitled "Definitions and General Provisions", provides that "[f]or purposes of this agreement, the following words and phrases **shall** be defined as follows:"[41] Section 1(j), defines "Spouses":

> "An individual is a 'spouse' if such individual is the then current spouse of a child of mine on the signing date of this trust. If an individual enters into a valid

---

[35] *Id.*, at p.8:17-21.

[36] *See*, Original Petition, at Ex. 1, Art. 14, §1(j).

[37] *Id.*, at Ex. 1, Art 8, §3(d).

[38] *Id.*, at Ex. 1, Art 14, §6.

[39] *Id.*, at Ex. 1, Art. 14, § 6. (Emphasis added).

[40] *Id.*, at Ex. 1, Art. 8, §3(d). (Emphasis added).

[41] *Id.*, at Ex. 1, Art 14, § 1.

SOLOMON | DWIGGINS & FREER | TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

marital union, as defined in paragraph a. of this section, with a child of mine or a beneficiary of mine **following the signing of this trust, then such individual *may* qualify as a 'spouse' if that *if the* (sic) *marital union exists continuously for a period of ten years***, and that individual is not legally separated from the person under a decree of divorce or separate maintenance."[42]

According to the Declaration Of Tarja Davis, a true and correct copy of which is attached hereto as **Exhibit 1**, Christopher and Tarja did not get married until February 22, 2012. As Christopher and Tarja were only married for a little over two (2) years at the time the situs was transferred, February 24, 2014, Tarja **did not** meet the ten (10) year criteria as set forth in the Trust and, therefore, **did not qualify as a "spouse"** thereunder. Indeed, pursuant to the terms of the Trust, Tarja still does not qualify as a "spouse". Consequently, and despite Christopher's intentional misrepresentation of the fats, Tarja is not, and was not, a "beneficiary then eligible to receive mandatory or discretionary distributions"[43] and her consent was not required to transfer the situs from Alaska to Nevada. As such, Christopher's contention that Tarja's consent was necessary is meritless.

B. Christopher Fraudulently Misrepresented that Alaska USA Was Not The Then-Acting Trustee At The Point In Time In Which The Trust's Situs Was Changed And Did Not Consent To Such Transfer Of Situs.

Replete throughout Christopher's pleadings before this Court, and from Christopher's counsel's oral arguments at the April 22, 2015 Hearing, Christopher has continued to materially misrepresent the facts related to the validity of the transfer of situs from Alaska to Nevada. Indeed, Christopher has continued to falsely represent to this Court that "there was no acting Trustee to provide informed consent to the change in situs."[44] Christopher fabricated this contention because Alaska USA tendered its resignation as of December 5, 2013, and the First Amendment effectuating the change in situs was executed on February 24, 2014. As Christopher's counsel, Mr. Barney and Ms. Roland are clearly aware, simply submitting a

---

[42] *Id.*, at Ex. 1, Art 14, §1(j). (Emphasis added).

[43] *Id.*, at Ex. 1, Art. 14, § 6.

[44] *See*, Petition For Reconsideration, at p. 8:13-14.

SOLOMON | DWIGGINS & FREER | TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

resignation of trusteeship does not, in and of itself, obviate a trustee of its duties to act, nor does it automatically remove the trustee from its role as such.[45] Indeed, pursuant to the Declaration Of Janet K. Tempel, Senior Trust Officer at Alaska USA, because "[a] successor trustee was not designated on or before December 5, 2013, [] Alaska USA retained the duties of trustee and powers necessary to protect the trust property pursuant to Alaska law...Pursuant to the [Resignation, Release, Acknowledgement, Consent And Indemnification Agreement], Alaska USA effectively resigned as Trustee of the Trust **on February 24, 2014**, as Dunham Trust Company was contemporaneously appointed as successor Trustee."[46]

Moreover, pursuant to the recitals set forth in the Resignation, Release, Acknowledgement, Consent And Indemnification Agreement (the "Release"), **which was signed by Christopher**, Alaska USA was still serving as Trustee of the Trust on February 24, 2014, the date the Frist Amendment was executed. Specifically, the pertinent recital of the Release provides as follows: "WHEREAS, AUTC[47] **is the currently serving trustee of the Trust**..."[48] NRS 47.240, entitled "Conclusive presumptions" provides that "[t]he truth of the fact recited, **from the recital in a written instrument between the parties thereto**..." is presumed conclusive. Therefore, contrary to Christopher's misplaced assertion, there was an acting Trustee (i.e. Alaska USA) acting on behalf of the Trust to transfer the situs from Alaska to Nevada on February 24, 2014.

---

[45] Alaska has codified such principle in Alaska Statutes, Section 13.36.077(1), which provides that "unless a co-trustee remains or the court otherwise orders, and until the trust property is delivered to a successor trustee or another qualified person entitled to the trust property, **a trustee who has resigned** or been removed **has the duties of a trustee** and the powers necessary to protect the trust property."

[46] *See*, Declaration Of Janet K. Tempel, Senior Trust Officer, a true and correct copy of which is attached hereto as **Exhibit 2**, at ¶¶ 5 and 7. (Emphasis added).

[47] *See*, Resignation, Release, Acknowledgement, Consent And Indemnification Agreement, a true and correct copy of which is attached hereto as **Exhibit 3** (defining Alaska USA Trust Company of Anchorage, Alaska as "AUTC").

[48] *Id.* (Emphasis added).

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

Christopher's assertion that "the change in situs under the purported First Amendment must be presumed invalid until such evidence of an acting Trustee's consent can be produced"[49] is without merit. Another well-known tenet of trust law is that a trust or amendment thereto is presumed to be valid **unless** proven otherwise, and the burden of proving the invalidity of such instrument rests upon the person so claiming.[50] Notwithstanding the burden of proof resting upon Christopher's shoulders, Christopher has not produced a single piece of evidence to support his position that Alaska USA did not consent to the transfer of situs, which he so adamantly contends. Indeed, the fact that Alaska USA executed the Release, which includes within it a provision entitled "**Consent to Change of Situs and Amendment of Trust**", is sufficient evidence that Alaska USA, as the "the currently serving trustee of the Trust", **expressly** consented to the transfer of the Trust's situs from Alaska to Nevada. Section 1 of the Release, in relevant part, specifically provides that "AUTC (Alaska USA) and the Protector hereby consent to the changing of the situs of the Trust from Alaska to Nevada."[51] Given the facts and circumstances regarding the transfer in situs (i.e. the First Amendment and Release), it cannot reasonably be argued that Alaska USA did not provide the requisite consent for such action. Notwithstanding the clear evidence and Christopher's knowledge of such evidence, Christopher continues to fraudulently misrepresent the fact that **Alaska USA was serving as Trustee of the Trust and consented to the transfer of the Trust's situs on February 24, 2014.**

C. Christopher Fraudulently Misrepresented That Alaska USA Did Not Receive Advice Of Counsel.

Notwithstanding Christopher's intimate involvement throughout the drafting and execution of the First Amendment, the appointment of Dunham Trust as Directed Trustee, and the facts and circumstances regarding the transfer of the Trust's situs, Christopher continually

---

[49] *See*, Petition For Reconsideration, at p. 11:19-20.

[50] *See*, In re Melter, 167 Wash.App. 285, 298, 273 P.3d 991, 998 (Wash.App. 2012) (providing that unless proven otherwise, "[a] will [or trust] is presumed to be valid. It may be disregarded when a will [or trust] contestant presents clear, cogent and convincing evidence" that it is invalid).

[51] *See*, Ex. 3, at ¶ 1, p. 2.

SOLOMON DWIGGINS & FREER
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
TRUST AND ESTATE ATTORNEYS

represents to this Court that "[a]ny amendment to change the situs of the [Trust] would require the opinion of legal counsel as to its effect...[and that] [t]here is simply no evidence to suggest that such an opinion was obtained..."[52]. **Such representation is patently false**. Indeed, Alaska USA received a legal opinion from Mr. Brislawn regarding the transfer of the Trust's situs from Alaska to Nevada.[53] Specifically, Mr. Brislawn was retained by Mr. Lehnardt, as Trust Protector, "to provide limited support in changing trust situs from Alaska (where [he] is also licensed to practice) to Nevada."[54] In so doing, Mr. Brislawn "communicated with **both trust companies** (referring to Dunham and Alaska USA) in documenting the transfer...[and] **provided an opinion of counsel** with documentation supporting trust protector action."[55]

Christopher's contention that Alaska USA did not obtain advice of counsel is a gross misrepresentation of the facts to this Court. A review of several of Mr. Lehnardt's billing invoices indicates that Christopher was deeply aware of the facts and circumstances regarding the transfer of the Trust's situs and Mr. Brislawn's involvement:

(a) 12/23/2013 – Emails from and to D Brislawn regarding change of trustee and capital and surplus issue, **telephone call to C Davis regarding the same**;[56]

(b) 01/07/2014 – telephone call to D Brislawn (msg) regarding AK Trust modification, **Telephone call from C Davis regarding trustee change and multiple related items, discussion of Dunham trust and modification**;[57]

(c) 01/15/2014 – **Telephone calls from C Davis regarding transfer of trustee**...email to D Brislawn regarding same;[58]

---

[52] *See*, Petition For Reconsideration, at p. 14:25-15:1; 15:3-4.

[53] *See*, Email communication from Dennis Brislawn, Esq. to Joshua M. Hood, Esq., dated August 22, 2014, a true and correct copy of which is attached hereto as **Exhibit 4**.

[54] *Id.*

[55] *Id.* (Emphasis added).

[56] *See*, Lehnardt & Lehnardt, LLC invoices, true and correct copies of which are attached hereto as **Exhibit 5**.

[57] *Id.*

[58] *Id.*

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

(d) 01/17/2014 – Emails from and to D Brislawn regarding transfer of trustee, **Telephone call from C Davis regarding trustee**, Telephone call to D Brislawn to discuss trustee transfer and modification of trust document; [59]

(e) 01/24/2014 – Emails to D Brislawn and S. Coressel regarding trustee transfer and LLC items, Telephone call from J Tempel regarding transfer of trustee status, **telephone call to C Davis regarding the same**;[60]

(f) 02/04/204 – Telephone call form C Davis regarding trustee change, telephone call from D Brislawn regarding same, review documents, **telephone call to C Davis regarding same**;[61]

(g) 02/18/2014 – Prepare for and Meeting with C Davis, discuss with D Brislawn regarding Trust Distribution Advisor and trustee changes;[62]

Based upon the fact that: (1) Tarja's consent was not required to transfer situs; (2) Alaska USA was acting as Trustee at the time the situs was transferred and consented to such transfer; and (3) Alaska USA did obtain advice of counsel regarding the transfer of situs, the Trust was properly and validly transferred from Alaska to Nevada.

III. Conclusion

Notwithstanding Christopher's continued intentional and fraudulent misrepresentation to this Court that Tarja's consent is required in order to effectively amend the Trust or to transfer situs, the First Amendment is valid, and the steps required to effectuate the transfer of the Trust's situs were properly executed. As fully set forth above, Tarja does not qualify as a "spouse" under the terms of the Trust, she was not entitled to receive distributions from the Trust, and her consent was not required to transfer the situs from Alaska to Nevada.

Article Fourteen, Section 6, in relevant part, requires "the unanimous consent all of the beneficiaries then eligible to receive mandatory or discretionary distributions." As evidenced by the "Acknowledgment And Consent Of Beneficiary" attached to the First Amendment, each of

---

[59] *Id.*

[60] *Id.*

[61] *Id.*

[62] *Id.*

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON | DWIGGINS & FREER | TRUST AND ESTATE ATTORNEYS

the beneficiaries then eligible to receive distributions from the Trust, namely: (1) Ms. Davis; (2) Christopher; and (3) Winfield, provided their consent. Moreover, Ms. Davis, Christopher, and Winfield each executed the Release, which contain a provision entitled "Consent to Change Of Situs and Amendment of Trust". Said provision, in relevant part, provides that "[t]he Beneficiaries **hereby unanimously consent to changing the situs of the Trust from Alaska to Nevada**..."[63]

Article Fourteen, Section 6, in relevant part, further requires that the Trustee provide its consent to the transfer of situs, "which shall be given only after the Trustee has obtained advice of counsel..." As fully set forth above, Alaska USA was the "then-acting" trustee, and provided its express consent to the transfer of situs after receiving the advice of Dennis Brislawn, Esq.

In conclusion, Christopher's blatant and fraudulent misrepresentations of fact regarding the validity of the First Amendment and the transfer of the Trust's situs caused this Court to mistakenly assume jurisdiction over the Trust under the theory of "constructive trust". But for Christopher's intentional misrepresentations, this Court would have properly assumed jurisdiction over the Trust in its entirety as a proceeding *in rem* pursuant to NRS 164.010. Therefore, Ms. Davis respectfully requests that this Court enter an Order amending or modifying the June 24, 2014 Order and assume jurisdiction over the Trust as a proceeding *in rem*. Ms. Davis further requests that, if this Court is inclined to grant such relief, this Court certify its intent to grant the relief so that this matter may be remanded back "to the district court for entry of an order granting the requested relief" pursuant to Nevada Supreme Court case Foster v. Dingwall, 228 P.3d 453, 455 (Nev. 2010).

WHEREFORE, Caroline Davis respectfully request that:

(1) This Court Order amending or modifying the June 24, 2014 Order and assume jurisdiction over the Trust as a proceeding *in rem*; and

///

///

---

[63] *See*, Ex. 3, at ¶ 1. (Emphasis added).

SOLOMON DWIGGINS & FREER
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
TRUST AND ESTATE ATTORNEYS

(2) if this Court is inclined to grant such relief, that this Court certify its intent to grant the relief so that this matter may be remanded back "to the district court for entry of an order granting the requested relief" pursuant to Nevada Supreme Court case Foster v. Dingwall.

Dated this 6th day of August, 2015.

SOLOMON DWIGGINS & FREER, LTD

Mark A. Solomon, Esq. (Bar No. 418)
Joshua M. Hood, Esq. (Bar No. 12777)
9060 Cheyenne Avenue
Las Vegas, Nevada
Telephone: (702) 853-5483
Facsimile: (702) 853-5485
Attorneys for Caroline D. Davis

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

Exhibit 1

Exhibit 1

MR. BARNEY: Taria [phonetic] is the wife of Christopher Davis.

THE COURT: Okay.

MR. SOLOMON: Not at the time of this.

THE COURT: Okay. All right.

MR. BARNEY: Yes. And, in fact, it's clear that they understood she was a beneficiary because in their Opposition to our Motion to Dismiss, they actually notice -- they took to notice her, okay, but they hadn't previously done so. Okay. It's clear that she did not consent to this.

There also wasn't an acting Alaska Trustee at that point to consent to the transfer. Mr. Solomon presented evidence that was very clear that on December 5th that Alaska Trust USA tendered their resignation and was no longer the Trustee at that point. Then, allegedly, in February, the first amendment was produced wherein the change in situs occurred, allegedly, and a new Trustee was appointed in that same document.

Now, Your Honor, that begs the question: How could a Nevada Trustee based in Nevada who could only operate within that situs be the Trustee that referred to in the trust but had to receive counsel before they made the change in situs that would also make the amendment operative as a condition precedent and then go ahead and

Exhibit 2

Exhibit 2

Mark A. Solomon, Esq.
Nevada Bar No. 418
msolomon@sdfnvlaw.com
Joshua M. Hood, Esq.
Nevada Bar No. 12777
jhood@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485

Attorneys for Caroline Davis, Petitioner

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of:	Case No.: P-15-083867-T Dept.: Probate (26)
The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on Febuiary 24, 2014	Hearing Date: Hearing Time:

DECLARATION OF JANET K. TEMPEL, SENIOR TRUST OFFICER

I, JANET K. TEMPEL, Senior Trust Officer, declare as follows:

1. I am a Senior Trust officer at ATC Trust Company, formerly known as Alaska USA Trust Company ("Alaska USA").

2. I have actual knowledge as to the matters stated herein, except for those matters stated on information and belief, and as to those matter, I believe them to be true.

3. On October 30, 2013, I executed a Resignation of Trustee (the "Resignation"), tendering Alaska USA's resignation as Trustee of the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended (the "Trust").

4. The Resignation states that the "resignation as trustee of the Trust [was] effective as of December 5, 2013 or upon the acceptance of trusteeship by a successor trustee, whichever occurs earlier."

5. A successor trustee was not designated on or before December 5, 2013, and, therefore, Alaska USA retained the duties of trustee and powers necessary to protect the trust property pursuant to Alaska law.

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

6. On February 24, 2014, I executed the Resignation, Release, Acknowledgement, Consent And Indemnification Agreement (the "Agreement") in my capacity as Senior Trust Officer for Alaska USA, as Trustee of the Trust.

7. Pursuant to the Agreement, Alaska USA effectively resigned as Trustee of the Trust on February 24, 2014, as Dunham Trust Company was contemporaneously appointed as successor Trustee.

Dated: 7/31/2015

JANET K. TEMPEL, Senior Trust Officer
ATC Trust Company (formerly known as Alaska USA Trust Company)

SOLOMON DWIGGINS & FREER LTD
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

Exhibit 3

Exhibit 3

RESIGNATION, RELEASE, ACKNOWLEDGMENT, CONSENT AND INDEMNIFICATION AGREEMENT

This Agreement ("Agreement") is executed as of this 24th day of February, 2014, by and among Alaska USA Trust Company of Anchorage, Alaska ("AUTC"), Dunham Trust Company of Reno, Nevada ("Dunham"), Christopher D. Davis of Kansas City, Missouri ("Chris"), Caroline D. Davis of Seattle, Washington ("Caroline"), and Winfield B. Davis of Los Angeles, California ("Win") (Chris, Caroline and Win are collectively referred to herein as the "Beneficiaries"), and Stephen K. Lehnardt, in his capacity as "Protector" of the BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000 (the "Trust").

RECITALS

WHEREAS, AUTC is the currently serving trustee of the Trust and has stated that it is unwilling to continue to serve as trustee and wishes to resign;

WHEREAS, Article Eleven, Section 3.b. of the Trust grants the Protector the authority to remove and replace the trustee when a trustee is unable or unwilling to serve;

WHEREAS, Article Twelve, Section 7 of the Trust indemnifies the trustee of the trust from all liability in connection with its service as trustee, excepting only willful misconduct or gross negligence;

WHEREAS, Article Fourteen, Section 6 of the Trust authorizes the change of situs of the trust, upon the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under the trust, and the consent of any then-acting Protector and Trustee. Article Fourteen, Section 6 further authorizes the Protector to amend the Trust in writing so as to change situs, conform the terms of the trust so that it may achieve its purposes in the new situs; and

WHEREAS, Dunham is willing to accept its appointment as successor trustee to AUTC, expressly conditioned on the appointment of one or more outside (non-Dunham) investment advisors and/or investment trustees so that Dunham serves as a directed trustee under Nevada law.

AGREEMENT

NOW, THEREFORE, the parties hereto agree to and do hereby take the following actions:

1. Consent to Change of Situs and Amendment of Trust. The Beneficiaries hereby unanimously consent to changing the situs of the Trust from Alaska to Nevada, and further

unanimously consent to the amendment of trust by the Protector to reflect the change of sites, applicable law, provision required by Dunham, and other amendments as required to allow the trust to achieve its purposes, substantially in the form of First Amendment to the Beatrice B. Davis Family Heritage Trust attached hereto as Exhibit 1. AUTC and the Protector hereby consent to changing the situs of the Trust from Alaska to Nevada.

2. Removal of AUTC and Appointment of Dunham. Protector shall, effective February 24, 2014, take the actions described in the Memorandum of Action by Protector, substantially in the form of memorandum attached hereto as Exhibit 2.1, and shall issue written notices to AUTC and Dunham, substantially in the forms attached hereto as Exhibit 2.2 and Exhibit 2.3, to remove AUTC as Trustee of the Trust, and Appoint Dunham as successor trustee of the Trust.

3. Acknowledgment of Indemnification of Trustee. AUTC, Dunham, and the Beneficiaries hereby acknowledge the provisions of the Trust which provide for the indemnification of Trustee from liability, excepting only willful misconduct or gross negligence.

4. Miscellaneous.

a. Independent Counsel. The parties hereto acknowledge and agree that each of them has had an opportunity to review this Agreement and all Exhibits and to seek its own independent legal counsel with respect to the legal consequences of entering this Agreement.

b. Attorney's Fees. In any action brought either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall determine to be appropriate.

c. Entire Agreement. This Agreement shall not be modified, amended or changed in any respect except by written document signed by all parties hereto. This Agreement and all attachments thereto, contain the entire agreement and understanding of the parties and supersedes any and all prior negotiations, understandings and written agreements.

d. Interpretation/Venue. If any portion of this Agreement shall be held to be void or unenforceable, the balance thereof shall nonetheless be effective. This Agreement has been made and entered into in the State of Alaska and shall be governed by the laws of the State of Alaska. Venue for any dispute shall be Anchorage, Alaska.

e. Headings. The headings used herein are for convenience only, and shall not be construed as a part of this Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

e. Binding Effect. This Agreement shall bind and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties.

f. Counterparts/Facsimile Signatures. This Agreement may be executed in counterparts, which together shall constitute one instrument. The parties hereto agree to accept signatures transmitted by facsimile.

[REMAINDER OF THIS PAGE INTENTIONALY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ALASKA USA TRUST COMPANY

By: _____

Name: Janet K. Tempel

Title: Senior Trust Officer

DUNHAM TRUST COMPANY

By: _____

Name: _____

Title: _____

MANDATORY AND DISCRETIONARY BENEFICIARIES

_____
Christopher D. Davis

_____
Caroline D. Davis

_____
Winfield B. Davis

PROTECTOR of the
BEATRICE B. DAVIS FAMILY
HERITAGE TRUST, dated July 28, 2000

By: _____
Stephen K. Lehnardt, Protector

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ALASKA USA TRUST COMPANY

By:_____

Name:_____

Title:_____

DUNHAM TRUST COMPANY

By:_____

Name:_____

Title:_____

MANDATORY AND DISCRETIONARY BENEFICIARIES

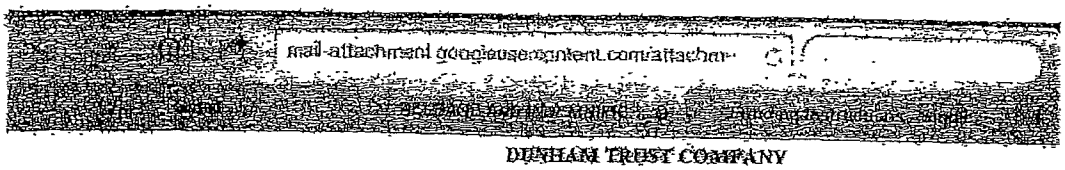
_____
Christopher D. Davis

_____
Caroline D. Davis

_____
Winfield B. Davis

PROTECTOR of the BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000

By:_____
Stephen K. Lehnardt, Protector



DUNHAM TRUST COMPANY

By:

Name:

Title:

MANDATORY AND DISCRETIONARY BENEFICIARIES

Christopher D. Davis

Caroline D. Davis

Winfield B. Davis

PROTECTOR of the
BEATRICE B. DAVIS FAMILY
HERITAGE TRUST, dated July 28, 2000

By:

Stephen K. Lehnardt, Protector

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ALASKA USA TRUST COMPANY

By:_____

Name:_____

Title:_____

DUNHAM TRUST COMPANY

By:_____

Name:_____

Title:_____

MANDATORY AND DISCRETIONARY BENEFICIARIES

_____
Christopher D. Davis

_____
Caroline D. Davis

_____
Winfield B. Davis

PROTECTOR of the
BEATRICE B. DAVIS FAMILY
HERITAGE TRUST, dated July 28, 2000

By:_____
Stephen K. Lehnardt, Protector

Exhibit 4

Exhibit 4

Joshua M. Hood

Subject: FW: Beatrice B. Davis Family Heritage Trust

From: Dennis Brislawn [mailto:dbrislawn@ohswlaw.com]
Sent: Friday, August 22, 2014 12:03 PM
To: Shanna Coressel; Joshua M. Hood
Cc: 'Stephen K Lehnardt'; Caroline D. Davis (cddavis@cddavismediation.com)
Subject: RE: Beatrice B. Davis Family Heritage Trust

I do not represent any party to the trust at present. Mr. Lehnardt requested a phone conversation with me today, in his capacity as Trust Protector, to discuss my current role, if any. I have no recollection or knowledge of pertinent information about the policies in question or any other trust investments.

In 1999 and 2000 or so I assisted attorney Lehnardt in case consulting and document drafting in his representation of Bea Davis. This year I was retained by Mr. Lehnardt, acting in his capacity as Trust Protector, to provide limited support in changing trust situs from Alaska (where I am also licensed to practice) to Nevada. I communicated with both trust companies in documenting that transfer consistent with the terms of the trust and requirements of the new jurisdiction/trustee, provided an opinion of counsel with documentation supporting trust protector action. My representation essentially concluded at that time as there was no additional service requested.

C. Dennis Brislawn, Jr., J.D. | Shareholder
Oseran Hahn, P.S.
Attn: Private Client Law Group
1430 Skyline Tower | 10900 N.E. Fourth Street | Bellevue, WA 98004
Main: (425) 455-3900 x 105 | Fax: (425) 455-9201 | E-mail: dbrislawn@ohswlaw.com

This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.

****
IRS Circular 230 Disclosure: As required by U.S. Treasury Regulations governing tax practice, you are hereby advised that any written tax advice contained herein was not written or intended to be used (and cannot be used) by any taxpayer for the purpose of (1) avoiding penalties under the Internal Revenue Code or applicable state and local provisions or (2) promoting, marketing or recommending to another party any tax-related matters addressed herein.
****

Lenhard & Lenhardt, LLC
20 Westwoods Drive
Liberty, MO 64068

Janet Tempel
Bea Davis Family Heritage Trust
c/o Alaska USA Trust Company
P.O. Box 196757
Anchorage, AK 99519-6757

Date: 1/20/2014

Regarding: Davis - BBD FHT
Invoice No: 30380

Services Rendered

Date	Staff	Description	Hours	Charges
12/02/2013	SKL	Email from and to N Williams regarding invoices, forward to C Davis and T Watts	0.20	$63.00
12/03/2013	SKL	Telephone call from C Davis regarding FHT, emails to and from S Coressel at Dunham Trust and telephone call to same regarding FHT transfer (x5); Telephone call from S Coressel, discussed review of FHT and initial questions, review structure in brief, telephone call to C Davis with update	0.80	$252.00
12/04/2013	SKL	Email from and to J Tempel regarding AUTC resignation	0.50	$157.50
12/06/2013	SKL	Email from J Tempel regarding AC statements for FHT policy	0.30	$94.50
12/10/2013	SKL	Emails to and from S Coressel regarding Dunham trust and change of trustee	0.40	$126.00
12/11/2013	SKL	Email from and to S Coressel regarding review of AK trust, email to S Coressel regarding same, Telephone call from C Davis to discuss	0.40	$126.00
12/16/2013	SKL	Email from S Coressel (Dunham Trust) regarding transfer of trusteeship, telephone call to C Davis regarding same and issues raised by S Coressel, review FHT for best method to modify	0.60	$189.00
12/20/2013	AJM	Discuss with Stephen regarding trustee issues and trustee research regarding terms of the trust;	0.40	$86.00
12/20/2013	SKL	Emails from J Tempel regarding AUTC resignation and statements from policy	0.30	$94.50
12/23/2013	SKL	Emails from and to D Bjslawn regarding change of trustee and capital and surplus issue, telephone call to C Davis regarding same, email from J Tempel regarding change of trustee and email to J Tempel regarding status of same	0.60	$189.00

Total Fees	$1,377.50
Total New Charges	$1,377.50

Wire Transfer Instructions:
Commerce Bank
1000 Walnut, Kansas City, MO 64106-3686
Lehnardt & Lehnardt LLC
Routing # 101000019
Account # 2788305

Lehnardt & Lehnardt, LLC
20 Westwoods Drive
Liberty, MO 64068

1,332.00	Apr-14
7,514.53	Mar-14
9,125.50	Feb-14
4,960.00	Jan-14
1,377.50	Dec-13
24,309.03	

Janet Tempel
Bea Davis Family Heritage Trust
c/o Alaska USA Trust Company
P.O. Box 196757
Anchorage, AK 99519-6757

Date: 2/10/2014

Regarding: Davis - BBD FHT
Invoice No: 39428

Services Rendered

Date	Staff	Description	Hours	Charges
1/03/2014	SKL	Telephone call from C Davis regarding trustee transfer and update irrevocable instruction set for new bank accounts, discussion of method for transfer of trustee and beneficiary waivers and consent, emails from and to D Brislawn regarding coordinating same	0.90	$283.50
1/06/2014	AJM	Call Jackson County Probate Court regarding filing issues for Davis probate matter	0.20	$43.00
1/06/2014	SKL	Emails from and to D Brislawn and S Correset regarding transfer of trusteeship to Dunham trust and other matters	0.50	$157.50
1/07/2014	SKL	Telephone call to C Davis returning his call of yesterday, email to C Davis regarding same, telephone call to D Brislawn (msg) regarding AK Trust modification, Telephone call from C Davis regarding trustee change and multiple related items, discussion of Dunham trust and modification	0.70	$220.50
1/08/2014	AJM	Davis probate matters - discuss items with Jackson County probate court and draft and file continuance documents for probate proceedings	0.20	$43.00
1/08/2014	SKL	Email from and to D Brislawn regarding trustee transfer, review FHT for Trust Protector power for change of trustee and change of jurisdiction, Telephone call from D Brislawn to discuss same and review trust restatement	0.80	$252.00
1/10/2014	AJM	Review documents sent into office from clients; draft and submit response to Exception Letter regarding Davis probate matter	0.20	$43.00
1/10/2014	SKL	Telephone call from J Tempel regarding trust transfer status, email from J Tempel regarding policy statements	0.40	$126.00

1/13/2014	AJM	Phone call from Phyllis at the probate court regarding final submissions; draft additional waiver forms and subint to court;	0.20	$43.00
1/13/2014	SKL	Telephone call to C Davis (msg). Telephone call from C Davis regarding same, email to D Brislawn regarding change of trustee (msg), review FHT for loan provisions, Telephone call from D Brislawn regarding trustee transfer considerations and best method of doing this as Trust Protector.	1.10	$346.50
1/15/2014	SKL	Telephone calls from C Davis regarding transfer of trustee, email from J Tempel regarding transfer of trustee, email to D Brislawn regarding same, schedule telephone call with Durham trust and Brislawn to review any items or questions.	0.80	$252.00
1/16/2014	SKL	Telephone call to F Moseley to discuss NV, telephone call to conference with D Brislawn and S Coressel regarding change of trust, Telephone call from S Coressel regarding trust matters	1.20	$378.00
1/17/2014	SKL	Emails from and to D Brislawn regarding transfer of trustee, Telephone call from C Davis regarding trustee, Telephone call to D Brislawn to discuss trustee transfer and modification of trust document, email to S Coressel regarding same.	1.30	$409.50
1/20/2014	SKL	Complete review of FHT document and email to D Brislawn for additional drafting and comments vis a vis change of jurisdiction and change of trustee, and additional work on trust.	0.80	$252.00
1/23/2014	AJM	B Davis probate review materials for filing and obtain final individual waivers and consents from beneficiaries	0.30	$64.50
1/24/2014	AJM	Probate items update and sending to client discuss with Stephen regarding FHT next steps and client meeting	0.40	$86.00
1/24/2014	SKL	Emails to D Brislawn and S Coressel regarding trustee transfer and LLC items, Telephone call from J Tempel regarding transfer of trustee status, telephone call to C Davis regarding same.	1.30	$409.50
1/27/2014	SKL	Review draft documents for change of trustee, email from D Brislawn, email to D Brislawn regarding same and my comments back, Telephone call from S Coressel regarding NV LLC discussion for NV Trust and LLC as solution to policy loans, telephone call to C Davis to discuss same, work on trust document drafts	2.70	$850.50
			Total Fees:	$4,260.00

Expenses

1/30/2014	Outside Counsel - Osterar, Hahn, Spring, Straight & Watts, P.S.	$700.00
	Total Expenses	$700.00

Total New Charges	$4,950.00

Wire Transfer Instructions:
Commerce Bank
1000 Walnut, Kansas City, MO 64106-2085
Lehnardt & Lehnardt, LLC
Routing # 101000019
Account # 2788305

Lehnardt & Lehnardt, LLC
20 Westwoods Drive
Liberty, MO 64068

Janet Tempel
Bea Davis Family Heritage Trust
c/o Alaska USA Trust Company
P.O. Box 196757
Anchorage, AK 99519-6757

Date: 3/13/2014

Regarding: Davis - BBD FHT
Invoice No: 39462

Services Rendered:

Date	Staff	Description	Hours	Charges
2/03/2014	SKL	Telephone call to Kathy (D Brislawn office) msg; Telephone call from Kathy regarding same, schedule telephone call to conf with D Brislawn	0.40	$126.00
2/04/2014	SKL	Telephone call from C Davis regarding trustee change, telephone call to D Brislawn regarding same, review documents, telephone call to C Davis regarding same, telephone call to D Brislawn regarding additional items required for documents	1.10	$346.50
2/07/2014	SKL	Telephone call from D Brislawn regarding amendment draft questions	0.30	$94.50
2/10/2014	SKL	Email from D Brislawn regarding trust amendment drafts, review same and edit	2.00	$630.00
2/12/2014	SKL	Continue editing FHT documents, email to D Brislawn regarding same, email from S Coressel regarding draft documents to Dunham acceptance committee for review and approval	2.40	$756.00
2/13/2014	SKL	Telephone call from C Davis regarding trustee change, continue editing resignation and consent document, email to D Brislawn with changes	3.50	$1,102.50
2/14/2014	SKL	Email to and from D Brislawn regarding attorney counsel regarding moving jurisdictions as required by trust agreement	0.40	$126.00
2/18/2014	SKL	Prepare for and Meeting with C Davis, discuss with D Brislawn regarding Trust Distribution Advisor and trustee changes	3.20	$1,008.00
2/19/2014	SKL	Emails from and to S Coressel regarding FHT questions	0.60	$189.00
2/20/2014	SKL	Email from S Coressel regarding trust committee approval of FHT transfer to Dunham Trust Company, email to S Coressel regarding same, finalize	0.90	$283.50

		documents for transfer to Dunham and prepare packages for sending to C Davis for signature, review with A McCarter, email from and to D Brislawn a and S Coressel regarding attorney letter and final documents for signature comments		
2/21/2014	SKL	Telephone call from C Davis and T Watts regarding R Fordham questions on P Notes, review file and email to C Davis and T Watts regarding same, emails from and to D Brislawn and S Coressel regarding trustee transfer and final comments on documents, finalize documents for signature, emails to C Davis regarding same, draft Trustee Distribution Advisor letter to FHT beneficiaries	1.30	$409.50
2/25/2014	SKL	Email to C Davis regarding final documents for signature by all beneficiaries for FHT trustee transfer and trust modification by trust protector	0.40	$126.00
2/26/2014	AJM	Davis probate – finalize collection of documents and e-file with court	0.40	$86.00
2/26/2014	SKL	Email from S Gallup regarding Caldwell statements	0.20	$63.00
2/27/2014	AJM	FHT shutdown document prep.	2.70	$580.50
2/27/2014	SKL	Emails from and to D Brislawn regarding attorney letter, review and comment on same, and on Trust Distribution Advisor letter comments, email from T Watts regarding C Davis signed documents	0.70	$220.50
2/28/2014	AJM	Nevada LLC updates and loan modification review issues	0.50	$0.00
2/28/2014	SKL	Emails from and to C Davis and Caroline Davis and T Watts regarding beneficiary signature pages regarding trustee change, Telephone call from C Davis regarding questions by Caroline, telephone call to R Inoye regarding assistance in Japan with Win's signature, telephone call to C Davis regarding same	1.20	$378.00
			Total Fees:	$6,525.50

Expenses

2/28/2014	Outside Counsel - Osman, Hahn, Spring, Straight & Watts, P.S.		$2,600.00
		Total Expenses:	$2,600.00

Total New Charges $9,125.50

Wire Transfer Instructions:
Commerce Bank
1000 Walnut, Kansas City, MO 64106-3686
Lehnardt & Lehnardt, LLC
Routing # 101000019
Account # 2788305

EXHIBIT N

EXHIBIT N

Electronically Filed
08/17/2015 01:48:04 PM

CLERK OF THE COURT

Mark A. Solomon, Esq., Bar No. 418
msolomon@sdfnvlaw.com
Joshua M. Hood, Esq. Bar No. 12777
jhood@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485

Attorneys for Caroline Davis, Petitioner

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of: The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014	Case No.: P-15-083867-T Dept.: Probate (26) Hearing Date: September 2, 2015 Hearing Time: 9:00 A.M.

MOTION TO COMPEL HARRIET ROLAND, ESQ. TO PRODUCE DOCUMENTS RESPONSIVE TO SUBPOENA DUCES TECUM; AND FOR ATTORNEYS' FEES AND COSTS

Caroline D. Davis, as beneficiary of the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended February 24, 2014, by and through her counsel, the law firm of Solomon Dwiggins & Freer, Ltd., hereby files this Motion To Compel Harriet Roland, Esq. To Produce Documents Responsive To Subpoena Duces Tecum; and For Attorneys' Fees And Costs (the "Motion"). This Motion is made pursuant to EDCR 2.20, EDCR 2.34, NRCP 34, NRCP 45, NRCP 37, and based on the pleadings and papers on file in this action, the attached Memorandum Of Points And Authorities, all attached exhibits, and any oral argument that this honorable Court may entertain at the time of hearing.

MEMORANDUM OF POINTS AND AUTHORITIES

I. Statement of Facts

On April 22, 2015, this Court heard Caroline D. Davis' ("Ms. Davis") Petition To Assume Jurisdiction Over The Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended on February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis as Investment Trust

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

Advisor and Stephen K. Lehnardt as Distribution Trust Advisor; To Confirm Dunham Trust Company As Directed Trustee; and For Immediate Disclosure of Documents and Information From Christopher D. Davis, filed on February 10, 2015 (the "Original Petition") and Christopher D. Davis' Motion To Dismiss Pursuant To NRCP 12(b) And NRCP 19, filed on March 3, 2015 (the "Motion To Dismiss").

On June 8, 2015, Ms. Davis' counsel served a Subpoena Duces Tecum on Christopher D. Davis' ("Christopher") counsel, Anthony L. Barney, Esq. ("Mr. Barney") and Harriet H. Roland, Esq. ("Ms. Roland"). A true and correct copies of the June 8, 2015 Subpoenas Duces Tecum served on Ms. Roland (the "June 8, 2015-Roland Subpoena") and Mr. Barney (the "June 8, 2015-Barney Subpoena") are collectively attached hereto as **Exhibit 1**. On June 24, 2015, Ms. Roland wrote a letter to Ms. Davis' counsel requesting that the June 8, 2015-Roland Subpoena be reissued due to a scrivener's error requiring the documents to be produced by May 18, 2015. *See*, June 24, 2015 Letter To Ms. Davis' Counsel, a true and correct copy of which is attached hereto as **Exhibit 2.** In addition to requesting the reissuance of the subpoena, Ms. Roland further requested that the deadline to respond be extended to July 10, 2015. *Id.* In response, Ms. Davis' counsel, Joshua M. Hood, Esq. ("Mr. Hood"), sent Ms. Roland an email on June 24, 2015, informing Ms. Roland that an extension of the deadline to respond to the June 8, 2015-Roland Subpoena to July 10, 2015 would be granted. *See*, June 24, 2015 Email To Ms. Roland, a true and correct copy of which is attached hereto as **Exhibit 3.**

Thereafter, Ms. Davis' counsel reissued the Subpoenas Duces Tecum to Ms. Roland and Mr. Barney on June 25, 2015, which provided that the documents responsive to such subpoenas be produced on or before July 10, 2015. *See*, June 25, 2015-Roland Subpoena and June 25, 2015-Barney Subpoena, true and correct copies of which are collectively attached hereto as **Exhibit 4.** In response, Mr. Barney sent a letter to Mr. Hood on July 1, 2015, indicating that the deadline of July 10, 2015, was an "unreasonable timeframe for production" and further requested that June 25, 2015-Barney Subpoena be reissued as a Request For Production of Documents pursuant to NRCP 34, or extend the deadline to produce such documents to comply with the thirty (30) day

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

timeframe as provided in NRCP 34. *See*, July 1, 2015 Letter to Mr. Hood, a true and correct copy of which is attached hereto as **Exhibit 5**.

Although it was Ms. Roland who initially requested that the deadline for the production of documents pursuant to the June 8, 2015-Roland Subpoena be extended to July 10, 2015, Ms. Roland, rather than complying with the deadline she proposed, sent a letter to Ms. Davis' counsel on July 10, 2015, claiming that "July 10 is an unreasonable timeframe for production" and that she should be afforded the thirty (30) day timeframe pursuant to NRCP 34. *See*, July 10, 2015 Letter To Ms. Davis' Counsel, a true and correct copy of which is attached hereto as **Exhibit 6**. Although Ms. Davis' counsel disagrees with Ms. Roland's assertion that she should be afforded the requisite thirty (30) days pursuant to NRCP 34, in an effort to avoid any unnecessary and costly court intervention regarding the appropriate mechanism for obtaining documents, Mr. Hood sent Mr. Roland a letter informing her that she would have until July 27, 2015 to comply with the June 25, 2015-Roland Subpoena. *See*, July 14, 2015 Letter To Ms. Roland, a true and correct copy of which is attached hereto as **Exhibit 7**.

It is important to note that while the issues regarding the Subpoenas Duces Tecum were being ironed out, an Order was filed with respect to this Court's findings and orders based upon the April 22, 2015 hearing on June 24, 2015. *See*, June 24, 2015 Order, a true and correct copy of which is attached hereto as **Exhibit 8**. The Notice of Entry of Order was filed on July 1, 2015. *See*, Notice of Entry of Order, a true and correct copy of which is attached hereto as **Exhibit 9**. The Order provides that Christopher D. Davis ("Christopher"), in his capacity as Investment Trust Advisor and Manager of FHT Holdings, LLC, must disclose any and all information within his possession, custody, or control as it relates to the information requested in the Original Petition. Specifically, the Order, in relevant part, provides as follows:

> "IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition for Immediate Disclosure of Documents and Information from Christopher D. Davis is granted as to all information in his possession, custody or control, in his role as Investment Trust Advisor, and in his role as Manager of FHT Holdings." *See*, Ex. 1, at p. 2:3-5.

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

With respect to the information and documentation requested in the Original Petition, Ms. Davis asked this Court to order Christopher to:

> "disclose any and all documentation and information related to: (a) the Policy Loans, including, but not limited to, the identity of any entity, trust or individual who has received and/or benefited from such loans, the purpose of such loans, the circumstances surrounding the distribution and use of such loans, the repayment of such loans (if any), the collateral for such loans, executed promissory notes, etc.; and (b) FHT Holdings, LLC." *See*, Original Petition at p. 9, ¶ 5.

Although the June 24, 2015 Order required the immediate disclosure of information Christopher had in his possession, custody or control in his role as Investment Trust Advisor or Manager of FHT Holdings, LLC, it was not until July 27, 2015 that Ms. Roland provided documents pursuant to the June 25, 2015-Roland Subpoena.

The documents and information provided by Ms. Roland are very limited and do not comply with the June 25, 2015-Roland Subpoena (or this Court's June 24, 2015 Order). For example, Ms. Roland has provided Ms. Davis' counsel, Mark A. Solomon, Esq. ("Mr. Solomon) Mr. Hood, with:

(1) Correspondences between Christopher; Stephen K. Lehnardt ("Mr. Lehnardt"), the Trust Protector and Distribution Trust Advisor; Janet K. Tempel, Alaska USA Trust Company; Shanna Coressel, Dunham Trust Company, etc.;

(2) Promissory Notes, which Ms. Davis was already in possession of;

(3) Loan tracking spreadsheets, which Ms. Davis was already in possession of;

(4) Documents attached to Ms. Davis' prior pleadings; and

(5) Financial statements from Ashely Cooper and Dunham Trust Company, which Ms. Davis was already in possession of.

Ms. Roland also provide a "Privilege Log for Production to SDF", dated July 27, 2015. A true and correct copy of the Privilege Log is attached hereto as **Exhibit 10**. As fully discussed below, the assertion of a privilege for the documents withheld is improper and such documents must be produced to Ms. Davis.

Notwithstanding the clear direction of the June 25, 2015-Roland Subpoena with respect to the documents requested, Ms. Roland did not provide any non-privileged records regarding: (1)

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON | DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990 (the "Revocable Trust"); (2) the Ashley Cooper Life Insurance Policy; (3) the Davis Family Office, LLC; (4) the FHT Holdings, LLC; (5) information related to entities owned by the Revocable Trust; (6) any entities of which Christopher is the owner, manager, director or officer of an entity doing business with the Trust; (7) the identity of the entities or individuals who have received loan proceeds from the Ashley Cooper Policy; (8) the purpose of such loans from the Ashely Cooper Policy; or (9) the default or repayment of the loans.[1]

Based upon Ms. Roland and Mr. Barney's failure to provide documents pursuant to the June 25, 2015-Roland Subpoena and the June 25, 2015-Barney Subpoena, respectively, Mr. Solomon and Mr. Hood held the requisite EDCR 2.34 conferences. During the EDCR 2.34 conference with Mr. Barney, Mr. Barney informed Mr. Solomon and Mr. Hood that he did not comply with the June 25, 2015-Barney Subpoena because he was relying on Ms. Roland to produce the documents. *See*, Declaration of Mark A. Solomon, Esq., attached hereto as **Exhibit 11**, at ¶ 11. Mr. Barney further informed Mr. Solomon and Mr. Hood that he did not have any documents other than the documents that were provided to him by Ms. Roland, which were already produced by Ms. Roland. *Id*, at ¶ 12. *See also*, July 31, 2015 Follow-up Letter to EDCR 2.34 Conference From Mr. Barney, a true and correct copy of which is attached hereto as **Exhibit 12** (Mr. Barney stated he did "not have any of the requested documents that have not already been provided" by Ms. Roland.).

During Mr. Solomon and Mr. Hood's EDCR 2.34 conference with Ms. Roland, Ms. Roland stated that the June 25, 2015-Roland Subpoena was overreaching and outside of the scope of the June 24, 2015 Order. *See*, Ex. 11, at ¶ 13. Mr. Solomon then explained that the documents provided did not even comply with the June 24, 2015 Order, were woefully insufficient, the subpoena was not limited to the June 24, 2015 Order, and, therefore, a Motion To Compel would be filed in order to force Ms. Roland to produce the documents responsive to the respective subpoena. *Id*, at ¶¶ 14-15.

---

[1] *See*, June 25, 2015-Roland Subpoena, at Ex. 4, p. 3-4.

SOLOMON | DWIGGINS & FREER | TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

Based on Mr. Solomon's prior communications with Ms. Roland, it is believed that Ms. Roland was provided with extensive documentation regarding the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended on February 24, 2014 (the "Trust"); the Ashley Cooper Life Insurance Policy and related loans; the Revocable Living Trust, dated April 4, 1990; the Davis Family Office, LLC, and other entities owned or related to the aforementioned trusts or entities of which Christopher is the owner, manager, director or officer. *Id*, at ¶ 16. Indeed, Ms. Roland informed Mr. Solomon that Christopher had provided her with numerous documents, that she would provide to Mr. Solomon, which illustrate how the Trust in question and the proceeds from the Policy loans interacts with the Revocable Trust, the Davis Family Office, LLC, Christopher (individually), and any other entity(ies) that Christopher owns, manages, or directs. *Id.*, at ¶ 17. Moreover, Ms. Roland informed Mr. Solomon that the documents provided by Christopher enabled her to create a detailed diagram demonstrating the inter-workings of the aforementioned entities and individuals. *Id.* While Ms. Davis is not seeking the disclosure of the diagram created by Ms. Roland, Ms. Davis is seeking the documents that enabled her to make such diagram in order to better understand the entities, their interactions with one another, how other entities affect the Trust, and the use of the loan proceeds. The documents provided by Ms. Roland, however, are woefully insufficient and do not come remotely close to complying with the June 25, 2015-Roland Subpoena. As such, Ms. Davis respectfully requests that this Court order Ms. Roland to produce any and all documents responsive to the June 25, 2015-Roland Subpoena within three (3) days of the notice of entry of order.

II. LEGAL ARGUMENT

A. Motion To Compel Harriet Roland, Esq. To Produce Documents Pursuant to June 25, 2015-Roland Subpoena.

NRCP 45 requires that a party served with a subpoena duces tecum for the production of documents be provided at least fifteen (15) days to respond to such subpoena.[2] NRCP 45(d)(1) provides that "[a] person responding to a subpoena to produce documents shall produce them as

[2] *See*, NRCP 45(b)(2).

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON | DWIGGINS & FREER | TRUST AND ESTATE ATTORNEYS

they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand."

NRCP 26(b)(1), in relevant part, provides that:

> "[p]arties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action, whether it relates to the claim or defense of the party seeking discovery or to the claim or defense of any other party, including the existence, description, nature, custody, condition and location of any books, documents, or other tangible things and the identity and location of persons having knowledge of any discoverable matter. It is not ground for objection that the information sought will be inadmissible at the trial if the information sought appears reasonably calculated to lead to the discovery of admissible evidence."

Ms. Roland attempted to treat the June 25, 2015-Roland Subpoena as a request for production of documents under NRCP 34, and claimed that she should have thirty (30) days to provide the required response.[3] Notwithstanding the fact that Ms. Davis' counsel disagrees with Ms. Roland's position regarding the June 25-2015-Roland Subpoena constituting a request for production of documents pursuant to NRCP 34, Ms. Davis' counsel provided Ms. Roland additional time to produce the documents in order to avoid unnecessary court intervention. Ms. Roland, however, failed to produce the documents pursuant to the June 25, 2015-Roland Subpoena on the basis of privilege and claiming the subpoena was outside of the scope of the order.[4]

Each and every document referenced in the June 25, 2015-Roland Subpoena expressly requests "[a]ny and all non-privileged records".[5] Additionally, Ms. Roland's rationale for failing to comply with the June 25, 2015-Roland Subpoena because the documents sought were outside the scope of the June 24, 2015-Roland Subpoena is without merit. NRCP 26 specifically permits the discovery of documents that "appears reasonably calculated to lead to the discovery of admissible evidence." NRCP 26(b)(1). Each of the requests are specifically tailored to request the

---

[3] *See*, Ex. 6.

[4] *See*. Ex. 11.

[5] *See*, June 25, 2015-Roland Subpoena, at Ex. 4, p. 3-4.

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

records of individuals and entities believed to have received a loan distribution from the Ashley Cooper Policy and the Trust. As such, it is reasonably likely that the information requested will lead to the discovery of admissible evidence.

As fully set forth above, the documents produced by Ms. Roland in response to the June 25, 2015-Roland Subpoena are insufficient and do not comply with the Nevada Rules of Civil Procedure.

B. The Documents Withheld On The Basis Of Privilege Must Be Disclosed.

The Privilege Log provided by Ms. Roland in response to the June 24, 2015-Roland Subpoena asserts the "Attorney Client Communication" for 21 of the 22 documents withheld on the basis of privilege.[6] NRS 49.095 provides as follows:

> "A client has a privilege to refuse to disclose, and to prevent any other person from disclosing, confidential communications:
> 1. Between the client or the client's representative and the client's lawyer or the representative of the client's lawyer.
> 2. Between the client's lawyer and the lawyer's representative.
> 3. Made for the purpose of facilitating the rendition of professional legal services to the client, by the client or the client's lawyer to a lawyer representing another in a matter of common interest."

The attorney-client privilege, however, is not applicable to the vast majority of the documents withheld. Indeed, the following communications between Christopher and Terry Watts, an employee of Christopher's who works at the Davis Family Office, LLC, located in Kansas City, Missouri are not covered within the attorney-client privilege:

Bates	Sender	Recipient	Subject/File Name	Sent/Last Modified	Privilege
O-000807	Christopher	Terry Watts	URGENT:TGFT-FHT COLLATERAL RECAP	9/4/2014	Attorney Client Communication
O-000809	Christopher	Terry Watts	ESTATE-VIII b: POLICY LOAN CARRYOVER DISCREPANCY	9/15/2014	Attorney Client Communication
O-000810	Terry Watts	Christopher	RE: Changes to Spreadsheet for BBD xfers	5/8/2014	Attorney Client Communication

[6] *See*, Ex. 10.

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

O-000811	Christopher	Terry Watts	RT to FHT ERROR	9/22/2014	Attorney Client Communication
O-000814	Terry Watts	Christopher	RE: Want Audit before pay: Old Invoices	5/22/2014	Attorney Client Communication

Terry Watts is **not** an attorney or an agent of an attorney. Terry Watts is an employee of Christopher's who works for the Davis Family Office, LLC. As such, the communications between Terry Watts and his employer, Christopher/the Davis Family Office, LLC, are not included within the purview of the attorney-client privilege. As such, Ms. Roland must be compelled to disclose the documents Bates Labelled O-000807, O-000809, O-000810, O-000811; and O-000814.

In addition to disclosing the communications between Terry Watts and Christopher, Ms. Roland must be compelled to disclose the below referenced communications between Christopher and Stephen K. Lehnardt ("Mr. Lehnardt"), the Trust Protector and Distribution Trust Advisor, who also happens to be an attorney:

Bates	Sender	Recipient	Subject/File Name	Sent/Last Modified	Privilege
O-000808	Mr. Lehnardt	Christopher	FW: Davis Trust	5/6/2014	Attorney Client Communication
O-000812	Mr. Lehnardt	Christopher	FW: Davis FHT Asset-Division	4/17/2014	Attorney Client Communication
O-000813	Mr. Lehnardt	Christopher	FW: Davis Trust	5/29/2014	Attorney Client Communication
O-000820	Mr. Lehnardt	Christopher	FW: Beatrice B. Davis Family Heritage Trust	8/21/2014	Attorney Client Communication
O-000821	Mr. Lehnardt	Christopher	FW: Beatrice B. Davis Family Heritage Trust		Attorney Client Communication
O-000822	Mr. Lehnardt	Christopher	FW: Beatrice B. Davis Family Heritage Trust	9/6/2014	Attorney Client Communication
O-000823	Mr. Lehnardt	Christopher	FW: Beatrice B. Davis Family Heritage Trust	8/22/2014	Attorney Client Communication
O-000824	Mr. Lehnardt	Christopher	FW: Beatrice B. Davis Family Heritage Trust	8/22/2014	Attorney Client Communication
O-000825	Mr. Lehnardt	Christopher	FW: Beatrice B. Davis Family Heritage Trust	8/21/2014	Attorney Client Communication
O-000826	Mr. Lehnardt	Christopher	FW: Beatrice B. Davis Family Heritage Trust	8/22/2014	Attorney Client Communication
O-000828	Mr. Lehnardt	Christopher	FW: Beatrice B. Davis Family Heritage Trust	8/27/2014	Attorney Client Communication

In any case, the attorney-client privilege does not apply when a fiduciary seeks advice of counsel for the ultimate benefit of the Trust and beneficiaries, and such information and

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

communications must be disclosed. *See*, Riggs Nat. Bank of Washington D.C. v. Zimmer, 355 A.2d 709, 712-714 (Del. Ch. 1976) (holding that "[a]s a representative for the beneficiaries of the trust which he is administering, the trustee is not the real client in the sense that He is personally being served. And, the beneficiaries are not simply incidental beneficiaries who Chance to gain from the professional services rendered. The very intention of the communication is to aid the beneficiaries. The trustee here cannot subordinate the fiduciary obligations owed to the beneficiaries to their own private interests under the guise of attorney-client privilege. The policy preserving the full disclosure necessary in the trustee-beneficiary relationship is here ultimately more important than the protection of the trustees' confidence in the attorney for the trust.") Additionally, the attorney client privilege does not exist when such advice is sought for determining the appropriate course of administering the trust. *See* BOGERT'S TRUSTS AND TRUSTEES 2d § 961; RESTATEMENT OF TRUSTS 2d § 173; *see also* Washington-Baltimore Newspaper Guild, Local 35 v. Washington Star Co., 543 F. Supp. 906, 909 (D.D.C. 1982) ("When an attorney advises a fiduciary about a matter dealing with the administration of an employees' benefit plan, the attorney's client is not the fiduciary personally but, rather, the trust's beneficiaries.").

Moreover, the attorney-client privilege is only applicable if such communications were made in anticipation of litigation. *See*, Murphy v. Gorman, 271 F.R.D. 296, 312 (D.N.M. 2010) (stating that "[t]he United States Courts of Appeals for the Fifth Circuit described the fiduciary privilege as the parties having a mutuality of interests between the fiduciary and the beneficiaries, but found that once there is an anticipation of litigation, the mutuality is destroyed."); *see also*, Garvy v. Seyfarth Shaw LLP, 966 N.E.2d 523, 535, 359 Ill.Dec. 202, 214 (Ill. App. 2012) (holding that "[t]he fiduciary-duty exception does not, however, apply to legal advice rendered concerning the personal liability of the fiduciary or in anticipation of adversarial legal proceedings against the fiduciary." In discussing Riggs, the Garvy Court stated that "**if adversarial proceedings were pending**, it would indicate that the fiduciary was seeking legal

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

advice in a personal rather than a fiduciary capacity, and the exception would not apply." 966 N.E.2d, at 536, 359 Ill.Dec., at 215." (Emphasis added)).

While Mr. Lehnardt is an attorney, it cannot reasonably be argued that the retention of Mr. Lehnardt's services was for the purpose of seeking advice for Christopher to defend himself against Ms. Davis in a pending or anticipated litigation. Indeed, each of the communications between Mr. Lehnardt and Christopher predates the filing of any pleadings or any correspondences indicating that litigation might be forthcoming. The earliest correspondence between Mr. Lehnardt and Christopher is dated April 17, 2014,[7] and the latest communication is dated August 22, 2014.[8] Ms. Davis' attorneys, Mr. Solomon and Mr. Hood, did not attempt to reach out to Christopher and request documentation and information until **August 26, 2014**. *See*, August 26, 2014 Letter to Christopher, a true and correct copy of which is attached hereto as **Exhibit 13**. Nowhere within the August 26, 2014 Letter to Christopher is there a threat of litigation, nor is there any indication that Ms. Davis is anticipating litigation. Rather, such correspondence was simply an attempt to gather the documentation and information that Ms. Davis is entitled to. Indeed it was not until **September 23, 2014** that Ms. Davis' counsel informed Christopher that if the information requested in the August 26, 2014 Letter to Christopher was not provided, Ms. Davis intended to "file a petition in the appropriate court to enforce [Ms.Davis'] rights..." *See*, September 23, 2014 Follow Up Letter to Christopher, a true and correct copy of which is attached hereto as **Exhibit 14**.

Notwithstanding the inapplicability of the attorney-client privilege as it relates to communications between Christopher and Mr. Lehnardt, Mr. Lehnardt is also serving as the Distribution Trust Advisor pursuant to NRS 163.5537, and is therefore a Fiduciary under NRS 163.554. As a Fiduciary to the Trust, Mr. Lehnardt owes fiduciary duties to the beneficiaries thereof, including the duty of loyalty and full disclosure. Consequently, any communications

---

7 *See*, Ex. 10.

8 *Id.*

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

Christopher had with Mr. Lehnardt regarding the Trust and the administration thereof, which are deemed to be for the benefit of the beneficiaries of the Trust, must be disclosed.

Based on the foregoing, it is apparent that the communications between Mr. Lehnardt and Christopher were not in anticipation of litigation, and were made between Christopher and Mr. Lehnardt, who are both Fiduciaries under NRS 163.554. As such, the privilege asserted by Ms. Roland, "Attorney Client Communication", is inapplicable, and the documents Bates Labelled O-000808, O-000812, O-000813, O-000820, O-000821, O-000822, O-000823, O-000824, O-000825, and O-000828 must be disclosed.

In addition to the aforementioned, Ms. Roland asserts the "Attorney Client Communication" privilege for documents Bates Labelled O-000815, O-000816, O-000817, and O-000818, but fails to identify the attorney with whom Christopher was purportedly communicating. As such, Ms. Davis requests that Ms. Roland be compelled to disclose documents Bates Labelled O-000815, O-000816, O-000817, and O-000818.

C. Petition For Attorneys' Fees And Costs.

Notwithstanding (1) the clear direction of the June 24, 2015-Roland Subpoena (which was, for all intents and purposes, treated as a request for production of documents pursuant to NRCP 34), and (2) Ms. Davis' repeated requests for Ms. Roland to produce documents pursuant to such subpoena (including during the EDCR 2.34 conference), Ms. Roland has continued to refuse to produce the requisite documents. As such, Ms. Davis should be awarded attorneys' fees and costs for being forced to prepare the instant Motion, as well as for being forced to attend a hearing on this same. Specifically, EDCR 7.60(b)(3), in relevant part provides:

> "The Court may, after notice and an opportunity to be heard, impose upon an attorney or party any and all sanctions which may, under the facts of the case, be reasonable, including the imposition of finds, **costs or attorney's fees** when an attorney or a party without just cause:
>
> ***
>
> (3) So multiplies the proceedings in a case as to increase costs unreasonably and vexatiously" (Emphasis added).

SOLOMON | DWIGGINS & FREER | TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

But for Ms. Roland's failure to provide the required documents requested in the June 24, 2015-Roland Subpoena, and her continued refusal to provide the same, Ms. Davis has been forced to file the instant Motion to compel Ms. Roland's compliance.

WHEREFORE, Caroline D. Davis respectfully request that this Court:

(1) Compel Harriet H. Roland, Esq. produce any and all non-privileged documents in her possession, custody, and control responsive to the June 24, 2015-Roland Subpoena;

(2) Compel Harriet H. Roland, Esq. to produce the documents referenced in this Motion, as listed on the Privilege Log for Production to SDF, dated July 27, 2014, as the "attorney-client" privilege is in applicable to such documents; and

(2) Award Caroline D. Davis attorneys' fees and costs for being forced to file the instant Motion, as well as being forced to attend any hearings on said Motion.

Dated this 17 day of August, 2015.

SOLOMON DWIGGINS & FREER, LTD

Mark A. Solomon, Esq. (Bar No. 418)
Joshua M. Hood, Esq. (Bar No. 12777)
9060 Cheyenne Avenue
Las Vegas, Nevada
Telephone: (702) 853-5483
Facsimile: (702) 853-5485
Attorneys for Caroline D. Davis

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

Exhibit 1

Exhibit 1

CC03
Mark A. Solomon, Esq.
Nevada Bar No. 0418
E-mail: msolomon@sdfnvlaw.com
Joshua M. Hood, Esq.
Nevada Bar No. 12777
E-mail: jhood@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485
Attorneys for Caroline Davis, Petitioner

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.	Case No.: P-15-083867-T Dept.: Probate (26)

SUBPOENA DUCES TECUM
(No Appearance Required)

THE STATE OF NEVADA SENDS GREETINGS TO:

The Custodian of Record or Other Qualified Person at

ROLAND LAW FIRM.
2470 East Saint Rose Parkway, Suite 105.
Henderson, Nevada 89074

YOU ARE ORDERED, pursuant to Nevada Rule of Civil Procedure ("NRCP") 45, to produce and permit inspection and copying of the books, documents, or tangible things ("records") set forth below that are in your possession, custody, or control, by one of the following methods:

[ ] Making the original records described below available for inspection at your business address by the attorney's representative or party appearing in proper person and

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

permitting copying at your business address under reasonable conditions during normal business hours.

[X] Delivering a true, legible, and durable copy of the financial records described below to the requesting attorney or party appearing in proper person, by United States mail or similar delivery system, no later than May 18, 2015 at the following address:

Solomon Dwiggins & Freer, Ltd.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
jhood@sdfnvlaw.com

All documents shall be produced as they are kept in the usual course of business or shall be organized and labeled to correspond with the categories listed below (NRCP 45(d)(1)).

YOU ARE FURTHER ORDERED to authenticate the business records produced, pursuant to Nevada Revised Statute ("NRS") 52.260, and to provide with your production a completed Certificate of Custodian of Records in substantially the form attached as Exhibit "B."

CONTEMPT: Failure by any person without adequate excuse to obey the Subpoena served upon that person may be deemed contempt of the court. (NRCP 45(e)). If you fail to obey, you may be liable to pay $100, plus all damaged caused by such failure. (NRS 50.195).

Please see Exhibit "A" attached hereto for information regarding the rights of the person subject to this Subpoena.

Dated this 8th day of June, 2015.

SOLOMON DWIGGINS & FREER, LTD.

By: _____
Mark A. Solomon, ESQ. (Bar No. 0)418
E-mail: msolomon@sdfnvlaw.com
JOSHUA M. HOOD, ESQ. (Bar No. 12777)
E-mail: jhood@sdfnvlaw.com
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Phone: (702) 853-5483
Facsimile: (702) 853-5485
Attorneys for Caroline Davis, Petitioner

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

ITEMS TO BE PRODUCED

1. Any and all non-privileged records in your possession, custody, or control related to the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended.

2. Any and all non-privileged records in your possession, custody, or control related to the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended.

3. Any and all non-privileged records in your possession, custody, or control related to Ashley Cooper Life Insurance Policy, Policy Number ACLI 1105-8007 PC, formerly known as Policy Number ALIP 008-1031.

4. Any and all non-privileged records in your possession, custody, or control related to the Davis Family Office, Limited Liability Company.

5. Any and all non-privileged records in your possession, custody, or control related to the FHT Holdings, Limited Liability Company.

6. Any and all non-privileged records in your possession, custody, or control related to any and all entities of which Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended, owns, in whole or in part, an interest therein.

7. Any and all non-privileged records in your possession, custody, or control related to any and all entities of which the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended, owns, in whole or in part, an interest therein.

8. Any and all non-privileged records in your possession, custody, or control related to any and all entities of which Christopher D. Davis is the owner, manager, director, or officer of such entity, which records concern any business or financial relationship between such entity or entities and the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000 and/or the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended.

9. Any and all non-privileged records in your possession, custody, or control related to: (1) Promissory Note, dated September 1, 2011; (2) Promissory Note (With Revolving Line of

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

Credit), dated April 4, 2013; and (3) Promissory Note (With Revolving Line of Credit), dated March 25, 2013 (collectively, the "Loans"), including, but not limited to: (i) the identity of any entity, trust, or individual who has received and/or benefited from any and all distributions pursuant to any of the Loans; (ii) the purpose of such Loans; (iii) the circumstances surrounding the distribution and use of the funds pursuant to any of the Loans; (iv) the repayment of any of the Loans; (v) the collateral for such Loans; and any and all other information related to the Loans.

10. Any and all non-privileged records in your possession, custody, or control related to any additional loans, lines of credit, or obligations currently held by the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended.

11. For any records withheld on the basis of privilege, please provide a privilege log in compliance with NRCP 26(b)(5).

SOLOMON DWIGGINS & FRERER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

AFFIDAVIT/DECLARATION OF SERVICE

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, _____, being duly sworn, or under penalty of perjury, state that at all times herein I was and am over 18 years of age and not a party to or interested in the proceedings in which this Affidavit/Declaration is made; that I received a copy of the SUBPOEAN DUCES TECUM on _____, 20___; and that I served the same on _____, 20___, by delivering and leaving a copy with _____ at _____.

Dated this ____ day of June, 2015.

By_____
Signature of Affiant/Declarant

SIGNED and SWORN to before me
this _____ day of June, 2015.

_____
Notary Public

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

SOLOMON DWIGGINS & FREER
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
TRUST AND ESTATE ATTORNEYS

EXHIBIT "A"
NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) Protection of Persons Subject to Subpoena

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

EXHIBIT "B"
CERTIFICATE OF CUSTODIAN OF RECORDS

STATE OF NEVADA)
)
COUNTY OF CLARK)

Case No.: P-15-084094-T

NOW COMES _____, (*name of custodian of records*) who after first being duly sworn deposes and says:

1. That the deponent is the _____ (*position or title*) of _____(*name of employer*) and in his or her capacity as _____(*position or title*) is a custodian of the records of _____(*name of employer*).

2. That _____ (*name of employer*) is licensed to do business as a _____ in the State of _____.

3. That on the ___ day of the month of _____of the year _____, the deponent was served with a subpoena in connection with the above-entitled cause, calling for the production of records pertaining to _____
_____
_____
_____.

4. That the deponent has examined the original of those records and has made or caused to be made a true and exact copy of them and that the reproduction of them attached hereto is true and complete.

5. That the original of those records was made at or near the time of the act, event, condition, opinion or diagnosis recited therein by or from information transmitted by a person with knowledge, in the course of a regularly conducted activity of the deponent or _____(*name of employer*).

Executed on: _____ _____
(*Date*) (*Signature of Custodian of Records*)

SUBSCRIBED AND SWORN to
before me this ____ day of June, 2015.

_____
Notary Public

SOLOMON | DWIGGINS & FREER | TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

CC03
Mark A. Solomon, Esq.
Nevada Bar No. 0418
E-mail: msolomon@sdfnvlaw.com
Joshua M. Hood, Esq.
Nevada Bar No. 12777
E-mail: jhood@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485
Attorneys for Caroline Davis, Petitioner

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.	Case No.: P-15-083867-T Dept.: Probate (26)

SUBPOENA DUCES TECUM
(No Appearance Required)

THE STATE OF NEVADA SENDS GREETINGS TO:

The Custodian of Record or Other Qualified Person at

ANTHONY L BARNEY, LTD.
3317 West Charleston Boulevard, Suite B.
Las Vegas, Nevada 89102

YOU ARE ORDERED, pursuant to Nevada Rule of Civil Procedure ("NRCP") 45, to produce and permit inspection and copying of the books, documents, or tangible things ("records") set forth below that are in your possession, custody, or control, by one of the following methods:

[ ] Making the original records described below available for inspection at your business address by the attorney's representative or party appearing in proper person and

SOLOMON DWIGGINS & FREER | 9060 WEST CHEYENNE AVENUE LAS VEGAS, NEVADA 89129 TELEPHONE (702) 853-5483 FACSIMILE (702) 853-5485 WWW.SDFNVLAW.COM TRUST AND ESTATE ATTORNEYS

permitting copying at your business address under reasonable conditions during normal business hours.

[X] Delivering a true, legible, and durable copy of the financial records described below to the requesting attorney or party appearing in proper person, by United States mail or similar delivery system, no later than May 18, 2015 at the following address:

Solomon Dwiggins & Freer, Ltd.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
jhood@sdfnvlaw.com

All documents shall be produced as they are kept in the usual course of business or shall be organized and labeled to correspond with the categories listed below (NRCP 45(d)(1)).

YOU ARE FURTHER ORDERED to authenticate the business records produced, pursuant to Nevada Revised Statute ("NRS") 52.260, and to provide with your production a completed Certificate of Custodian of Records in substantially the form attached as Exhibit "B."

CONTEMPT: Failure by any person without adequate excuse to obey the Subpoena served upon that person may be deemed contempt of the court. (NRCP 45(e)). If you fail to obey, you may be liable to pay $100, plus all damaged caused by such failure. (NRS 50.195).

Please see Exhibit "A" attached hereto for information regarding the rights of the person subject to this Subpoena.

Dated this 8th day of June, 2015.

SOLOMON DWIGGINS & FREER, LTD.

By: _____

Mark A. Solomon, ESQ. (Bar No. 0)418
E-mail: msolomon@sdfnvlaw.com
JOSHUA M. HOOD, ESQ. (Bar No. 12777)
E-mail: jhood@sdfnvlaw.com
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Phone: (702) 853-5483
Facsimile: (702) 853-5485
Attorneys for Caroline Davis, Petitioner

SOLOMON DWIGGINS & FREER | TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

ITEMS TO BE PRODUCED

1. Any and all non-privileged records in your possession, custody, or control related to the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended.

2. Any and all non-privileged records in your possession, custody, or control related to the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended.

3. Any and all non-privileged records in your possession, custody, or control related to Ashley Cooper Life Insurance Policy, Policy Number ACLI 1105-8007 PC, formerly known as Policy Number ALIP 008-1031.

4. Any and all non-privileged records in your possession, custody, or control related to the Davis Family Office, Limited Liability Company.

5. Any and all non-privileged records in your possession, custody, or control related to the FHT Holdings, Limited Liability Company.

6. Any and all non-privileged records in your possession, custody, or control related to any and all entities of which Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended, owns, in whole or in part, an interest therein.

7. Any and all non-privileged records in your possession, custody, or control related to any and all entities of which the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended, owns, in whole or in part, an interest therein.

8. Any and all non-privileged records in your possession, custody, or control related to any and all entities of which Christopher D. Davis is the owner, manager, director, or officer of such entity, which records concern any business or financial relationship between such entity or entities and the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000 and/or the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended.

9. Any and all non-privileged records in your possession, custody, or control related to: (1) Promissory Note, dated September 1, 2011; (2) Promissory Note (With Revolving Line of

SOLOMON | DWIGGINS & FREER | TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

Credit), dated April 4, 2013; and (3) Promissory Note (With Revolving Line of Credit), dated March 25, 2013 (collectively, the "Loans"), including, but not limited to: (i) the identity of any entity, trust, or individual who has received and/or benefited from any and all distributions pursuant to any of the Loans; (ii) the purpose of such Loans; (iii) the circumstances surrounding the distribution and use of the funds pursuant to any of the Loans; (iv) the repayment of any of the Loans; (v) the collateral for such Loans; and any and all other information related to the Loans.

10. Any and all non-privileged records in your possession, custody, or control related to any additional loans, lines of credit, or obligations currently held by the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended.

11. For any records withheld on the basis of privilege, please provide a privilege log in compliance with NRCP 26(b)(5).

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

AFFIDAVIT/DECLARATION OF SERVICE

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, _____, being duly sworn, or under penalty of perjury, state that at all times herein I was and am over 18 years of age and not a party to or interested in the proceedings in which this Affidavit/Declaration is made; that I received a copy of the SUBPOEAN DUCES TECUM on _____, 20___; and that I served the same on _____, 20___, by delivering and leaving a copy with _____ at _____.

Dated this ____ day of June, 2015.

By_____
Signature of Affiant/Declarant

SIGNED and SWORN to before me
this _____ day of June, 2015.

_____
Notary Public

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

EXHIBIT "A"
NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) Protection of Persons Subject to Subpoena

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

EXHIBIT "B"
CERTIFICATE OF CUSTODIAN OF RECORDS

STATE OF NEVADA)
)
COUNTY OF CLARK)

Case No.: P-15-084094-T

NOW COMES _____, (*name of custodian of records*) who after first being duly sworn deposes and says:

1. That the deponent is the _____ (*position or title*) of _____(*name of employer*) and in his or her capacity as _____(*position or title*) is a custodian of the records of _____(*name of employer*).

2. That _____ (*name of employer*) is licensed to do business as a _____ in the State of _____.

3. That on the ___ day of the month of _____of the year _____, the deponent was served with a subpoena in connection with the above-entitled cause, calling for the production of records pertaining to _____
_____
_____
_____.

4. That the deponent has examined the original of those records and has made or caused to be made a true and exact copy of them and that the reproduction of them attached hereto is true and complete.

5. That the original of those records was made at or near the time of the act, event, condition, opinion or diagnosis recited therein by or from information transmitted by a person with knowledge, in the course of a regularly conducted activity of the deponent or _____(*name of employer*).

Executed on: _____ _____
(*Date*) (*Signature of Custodian of Records*)

SUBSCRIBED AND SWORN to
before me this ____ day of June, 2015.

_____
Notary Public

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

Exhibit 2

Exhibit 2

ROLAND
LAW FIRM

HARRIET H. ROLAND, A PROFESSIONAL LAW CORP.
B.S., ACCOUNTING • M.B.A., TAXATION • JURIS DOCTORATE
Licensed to practice law in Nevada and Colorado
TAX, PROBATE, ESTATE PLANNING & ELDER LAW

June 24, 2015

Mark A. Solomon, Esq.
Joshua M. Hood, Esq.
Solomon Dwiggins & Freer, Ltd.
9060 West Cheyenne Ave.
Las Vegas, NV 89129

By facsimile 702.853.5485; email to jhood@sdfnvlaw.com
And U.S. mail

Re: Beatrice B. Davis Family Heritage Trust

Dear Mark and Joshua:

I have just received the order interlineated and signed by Judge Sturman, and we have e-filed it into the case. The order is dated May 19; I do not know why we have just received it. Our runner is Legal Wings, and today I confirmed they check every department twice every day. The delay does neither of our clients any good. In the interest of time, I am attaching a copy for you, and we will send formal notice of entry immediately.

Regarding the Subpoena Duces Tecum which you served upon Roland Law Firm: when I began working on it, I noticed that although the compliance date on the notice is June 25, the compliance date of May 18, 2015 on the actual subpoena is incorrect and obviously impossible to comply with. Would you please have it re-issued with a correct date so I can document my files?

Also, as I requested by telephone, would you please grant my request to extend the period of time for compliance to July 10, 2015, which is about 15 days from now? We are working on this, but the subpoena is very broad, and requires extensive cross-checking, as well as ongoing discussions with Christopher to particular assertions of privilege. He is out of the country, and communication across the time zones is difficult.

Telephone: (702) 452-1500 www.rolandlawfirm.com Facsimile (702) 920-8903

Henderson (Main office and mailing address):
2470 East Saint Rose Pkwy., Suite 105
Henderson, Nevada 89074

PLEASE NOTE NEW ADDRESS

Also, in order to minimize objections as to relevance, would you also please review the scope of the attached order and let me know whether you are willing to modify the re-issued subpoena to limit it to exclude documents pertaining only to the Revocable Living Trust that have no contact with the Family Heritage Trust, as the Revocable Living Trust matter is now before the Jackson County, Missouri court?

Finally, Christopher has asked that I meet with you and review with you the records we are producing, in hopes that we can each avoid the high costs of forensic review and bring a reasonable conclusion to the Family Heritage Trust matter, while the Revocable Living Trust issues are handled by the Missouri court.

Thank you in advance for your courtesy.

Sincerely,
ROLAND LAW FIRM
/H. Roland
Harriet H. Roland, Esq.

HHR:ms

cc: client
Anthony Barney, Esq.

Enclosures as stated

Exhibit 3

Exhibit 3

Joshua M. Hood

From: Joshua M. Hood
Sent: Wednesday, June 24, 2015 3:03 PM
To: 'Harriet H Roland'
Cc: 17028535485@efaxsend.com; Mark Solomon; Terrie Maxfield; Renee Guastaferro
Subject: RE: for Hood and Solomon: Davis letter and order

Harriet:

Mark said July 10, 2015 is an acceptable date for an extension to provide the documents pursuant to the Subpoena Duces Tecum. Also, Mark is agreeable to having a meeting with you after we have received and reviewed the documents to discuss the same. Once we have had the opportunity to review the documents, I will contact you to discuss setting up a conference.

Sincerely,

Joshua M. Hood

SOLOMON DWIGGINS & FREER, LTD.
Cheyenne West Professional Center | 9060 W. Cheyenne Avenue | Las Vegas, NV 89129
Direct: 702.589.3506 | Office: 702.853.5483
Facsimile: 702.853.5485
Email: jhood@sdfnvlaw.com | Website: www.sdfnvlaw.com
www.facebook.com/sdfnvlaw
www.linkedin.com/company/solomon-dwiggins-&-freer-ltd-



Please consider the environment before printing this email.

This message contains confidential information and may also contain information subject to the attorney client privilege or the attorney work product rules. If you are not the intended recipient, please delete the message and contact Solomon Dwiggins & Freer, Ltd. at 702-853-5483. Any disclosure, copying, distribution, reliance on or use of the contents of this message by anyone other than the intended recipient is prohibited.

From: Harriet H Roland [mailto:hroland@rolandlawfirm.com]
Sent: Wednesday, June 24, 2015 3:00 PM
To: Joshua M. Hood
Cc: 17028535485@efaxsend.com
Subject: for Hood and Solomon: Davis letter and order

Joshua,

Thanks for taking my call today.
As discussed, here are my letter and the order.
Please let me know Mark's response to my request for extension.
Best regards,

/ Harriet H. Roland, Esq.

ROLAND LAW FIRM
Tax, Probate, Estate Planning & Elder Law

Harriet H. Roland, Esq.
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
Tel (702) 452-1500
Fax (702) 920-8903
HRoland@RolandLawFirm.com

Confidentiality: This e-mail message may contain legally privileged and/or confidential information. If you are not the intended recipient(s), or the employee or agent responsible for delivery of this message to the intended recipient(s), you are hereby notified that any dissemination, distribution or copying of this e-mail message is strictly prohibited. If you have received this message in error, please immediately notify the sender and delete this e-mail message from your computer.

Exhibit 4

Exhibit 4

CC03
Mark A. Solomon, Esq.
Nevada Bar No. 0418
E-mail: msolomon@sdfnvlaw.com
Joshua M. Hood, Esq.
Nevada Bar No. 12777
E-mail: jhood@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485
Attorneys for Caroline Davis, Petitioner

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.	Case No.: P-15-083867-T Dept.: Probate (26)

SUBPOENA DUCES TECUM
(No Appearance Required)

THE STATE OF NEVADA SENDS GREETINGS TO:

The Custodian of Record or Other Qualified Person at

ROLAND LAW FIRM.
2470 East Saint Rose Parkway, Suite 105.
Henderson, Nevada 89074

YOU ARE ORDERED, pursuant to Nevada Rule of Civil Procedure ("NRCP") 45, to produce and permit inspection and copying of the books, documents, or tangible things ("records") set forth below that are in your possession, custody, or control, by one of the following methods:

[ ] Making the original records described below available for inspection at your business address by the attorney's representative or party appearing in proper person and

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

permitting copying at your business address under reasonable conditions during normal business hours.

[X] Delivering a true, legible, and durable copy of the financial records described below to the requesting attorney or party appearing in proper person, by United States mail or similar delivery system, no later than July 10, 2015 at the following address:

Solomon Dwiggins & Freer, Ltd.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
jhood@sdfnvlaw.com

All documents shall be produced as they are kept in the usual course of business or shall be organized and labeled to correspond with the categories listed below (NRCP 45(d)(1)).

YOU ARE FURTHER ORDERED to authenticate the business records produced, pursuant to Nevada Revised Statute ("NRS") 52.260, and to provide with your production a completed Certificate of Custodian of Records in substantially the form attached as Exhibit "B."

CONTEMPT: Failure by any person without adequate excuse to obey the Subpoena served upon that person may be deemed contempt of the court. (NRCP 45(e)). If you fail to obey, you may be liable to pay $100, plus all damaged caused by such failure. (NRS 50.195).

Please see Exhibit "A" attached hereto for information regarding the rights of the person subject to this Subpoena.

Dated this 25th day of June, 2015.

SOLOMON DWIGGINS & FREER, LTD.

By: _____
MARK A. SOLOMON, ESQ. (Bar No. 0418)
E-mail: msolomon@sdfnvlaw.com
JOSHUA M. HOOD, ESQ. (Bar No. 12777)
E-mail: jhood@sdfnvlaw.com
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Phone: (702) 853-5483
Facsimile: (702) 853-5485
Attorneys for Caroline Davis, Petitioner

SOLOMON DWIGGINS & FREER
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
TRUST AND ESTATE ATTORNEYS

ITEMS TO BE PRODUCED

1. Any and all non-privileged records in your possession, custody, or control related to the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended.

2. Any and all non-privileged records in your possession, custody, or control related to the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended.

3. Any and all non-privileged records in your possession, custody, or control related to Ashley Cooper Life Insurance Policy, Policy Number ACLI 1105-8007 PC, formerly known as Policy Number ALIP 008-1031.

4. Any and all non-privileged records in your possession, custody, or control related to the Davis Family Office, Limited Liability Company.

5. Any and all non-privileged records in your possession, custody, or control related to the FHT Holdings, Limited Liability Company.

6. Any and all non-privileged records in your possession, custody, or control related to any and all entities of which Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended, owns, in whole or in part, an interest therein.

7. Any and all non-privileged records in your possession, custody, or control related to any and all entities of which the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended, owns, in whole or in part, an interest therein.

8. Any and all non-privileged records in your possession, custody, or control related to any and all entities of which Christopher D. Davis is the owner, manager, director, or officer of such entity, which records concern any business or financial relationship between such entity or entities and the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000 and/or the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended.

9. Any and all non-privileged records in your possession, custody, or control related to: (1) Promissory Note, dated September 1, 2011; (2) Promissory Note (With Revolving Line of

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

Credit), dated April 4, 2013; and (3) Promissory Note (With Revolving Line of Credit), dated March 25, 2013 (collectively, the "Loans"), including, but not limited to: (i) the identity of any entity, trust, or individual who has received and/or benefited from any and all distributions pursuant to any of the Loans; (ii) the purpose of such Loans; (iii) the circumstances surrounding the distribution and use of the funds pursuant to any of the Loans; (iv) the repayment of any of the Loans; (v) the collateral for such Loans; and any and all other information related to the Loans.

10. Any and all non-privileged records in your possession, custody, or control related to any additional loans, lines of credit, or obligations currently held by the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended.

11. For any records withheld on the basis of privilege, please provide a privilege log in compliance with NRCP 26(b)(5).

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

AFFIDAVIT/DECLARATION OF SERVICE

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, _____, being duly sworn, or under penalty of perjury, state that at all times herein I was and am over 18 years of age and not a party to or interested in the proceedings in which this Affidavit/Declaration is made; that I received a copy of the SUBPOEAN DUCES TECUM on _____, 20___; and that I served the same on _____, 20___, by delivering and leaving a copy with _____ at _____.

Dated this ____ day of June, 2015.

By_____
Signature of Affiant/Declarant

SIGNED and SWORN to before me
this _____ day of June, 2015.

_____
Notary Public

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
7060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

EXHIBIT "A"

NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) Protection of Persons Subject to Subpoena

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

EXHIBIT "B"
CERTIFICATE OF CUSTODIAN OF RECORDS

STATE OF NEVADA)
)
COUNTY OF CLARK)

Case No.: P-15-084094-T

NOW COMES _____, (*name of custodian of records*) who after first being duly sworn deposes and says:

1. That the deponent is the _____ (*position or title*) of _____(*name of employer*) and in his or her capacity as _____(*position or title*) is a custodian of the records of _____(*name of employer*).

2. That _____ (*name of employer*) is licensed to do business as a _____ in the State of _____.

3. That on the ___ day of the month of _____of the year _____, the deponent was served with a subpoena in connection with the above-entitled cause, calling for the production of records pertaining to _____
_____
_____
_____.

4. That the deponent has examined the original of those records and has made or caused to be made a true and exact copy of them and that the reproduction of them attached hereto is true and complete.

5. That the original of those records was made at or near the time of the act, event, condition, opinion or diagnosis recited therein by or from information transmitted by a person with knowledge, in the course of a regularly conducted activity of the deponent or _____(*name of employer*).

Executed on: _____ _____
(*Date*) (*Signature of Custodian of Records*)

SUBSCRIBED AND SWORN to
before me this ____ day of July, 2015.

_____
Notary Public

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

CC03
Mark A. Solomon, Esq.
Nevada Bar No. 0418
E-mail: msolomon@sdfnvlaw.com
Joshua M. Hood, Esq.
Nevada Bar No. 12777
E-mail: jhood@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485
Attorneys for Caroline Davis, Petitioner

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.	Case No.: P-15-083867-T Dept.: Probate (26)

SUBPOENA DUCES TECUM
(No Appearance Required)

THE STATE OF NEVADA SENDS GREETINGS TO:

The Custodian of Record or Other Qualified Person at

ANTHONY L BARNEY, LTD.
3317 West Charleston Boulevard, Suite B.
Las Vegas, Nevada 89102

YOU ARE ORDERED, pursuant to Nevada Rule of Civil Procedure ("NRCP") 45, to produce and permit inspection and copying of the books, documents, or tangible things ("records") set forth below that are in your possession, custody, or control, by one of the following methods:

[ ] Making the original records described below available for inspection at your business address by the attorney's representative or party appearing in proper person and

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

permitting copying at your business address under reasonable conditions during normal business hours.

[X] Delivering a true, legible, and durable copy of the financial records described below to the requesting attorney or party appearing in proper person, by United States mail or similar delivery system, no later than July 10, 2015 at the following address:

Solomon Dwiggins & Freer, Ltd.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
jhood@sdfnvlaw.com

All documents shall be produced as they are kept in the usual course of business or shall be organized and labeled to correspond with the categories listed below (NRCP 45(d)(1)).

YOU ARE FURTHER ORDERED to authenticate the business records produced, pursuant to Nevada Revised Statute ("NRS") 52.260, and to provide with your production a completed Certificate of Custodian of Records in substantially the form attached as Exhibit "B."

CONTEMPT: Failure by any person without adequate excuse to obey the Subpoena served upon that person may be deemed contempt of the court. (NRCP 45(e)). If you fail to obey, you may be liable to pay $100, plus all damaged caused by such failure. (NRS 50.195).

Please see Exhibit "A" attached hereto for information regarding the rights of the person subject to this Subpoena.

Dated this 25th day of June, 2015.

SOLOMON DWIGGINS & FREER, LTD.

By: _____
MARK A. SOLOMON, ESQ. (Bar No. 0418)
E-mail: msolomon@sdfnvlaw.com
JOSHUA M. HOOD, ESQ. (Bar No. 12777)
E-mail: jhood@sdfnvlaw.com
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Phone: (702) 853-5483
Facsimile: (702) 853-5485
Attorneys for Caroline Davis, Petitioner

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

ITEMS TO BE PRODUCED

1. Any and all non-privileged records in your possession, custody, or control related to the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended.

2. Any and all non-privileged records in your possession, custody, or control related to the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended.

3. Any and all non-privileged records in your possession, custody, or control related to Ashley Cooper Life Insurance Policy, Policy Number ACLI 1105-8007 PC, formerly known as Policy Number ALIP 008-1031.

4. Any and all non-privileged records in your possession, custody, or control related to the Davis Family Office, Limited Liability Company.

5. Any and all non-privileged records in your possession, custody, or control related to the FHT Holdings, Limited Liability Company.

6. Any and all non-privileged records in your possession, custody, or control related to any and all entities of which Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended, owns, in whole or in part, an interest therein.

7. Any and all non-privileged records in your possession, custody, or control related to any and all entities of which the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended, owns, in whole or in part, an interest therein.

8. Any and all non-privileged records in your possession, custody, or control related to any and all entities of which Christopher D. Davis is the owner, manager, director, or officer of such entity, which records concern any business or financial relationship between such entity or entities and the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000 and/or the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended.

9. Any and all non-privileged records in your possession, custody, or control related to: (1) Promissory Note, dated September 1, 2011; (2) Promissory Note (With Revolving Line of

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

Credit), dated April 4, 2013; and (3) Promissory Note (With Revolving Line of Credit), dated March 25, 2013 (collectively, the "Loans"), including, but not limited to: (i) the identity of any entity, trust, or individual who has received and/or benefited from any and all distributions pursuant to any of the Loans; (ii) the purpose of such Loans; (iii) the circumstances surrounding the distribution and use of the funds pursuant to any of the Loans; (iv) the repayment of any of the Loans; (v) the collateral for such Loans; and any and all other information related to the Loans.

10. Any and all non-privileged records in your possession, custody, or control related to any additional loans, lines of credit, or obligations currently held by the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended.

11. For any records withheld on the basis of privilege, please provide a privilege log in compliance with NRCP 26(b)(5).

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

AFFIDAVIT/DECLARATION OF SERVICE

STATE OF NEVADA)
) **ss.**
COUNTY OF CLARK)

I, _____, being duly sworn, or under penalty of perjury, state that at all times herein I was and am over 18 years of age and not a party to or interested in the proceedings in which this Affidavit/Declaration is made; that I received a copy of the SUBPOEAN DUCES TECUM on _____, 20___; and that I served the same on _____, 20___, by delivering and leaving a copy with _____ at _____.

Dated this ____ day of June, 2015.

By_____
Signature of Affiant/Declarant

SIGNED and SWORN to before me
this _____ day of June, 2015.

_____
Notary Public

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

SOLOMON | DWIGGINS & FRERER | TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

EXHIBIT "A"
NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) Protection of Persons Subject to Subpoena

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

EXHIBIT "B"
CERTIFICATE OF CUSTODIAN OF RECORDS

STATE OF NEVADA)
)
COUNTY OF CLARK)

Case No.: P-15-084094-T

NOW COMES _____, (*name of custodian of records*) who after first being duly sworn deposes and says:

1. That the deponent is the _____ (*position or title*) of _____(*name of employer*) and in his or her capacity as _____(*position or title*) is a custodian of the records of _____(*name of employer*).

2. That _____ (*name of employer*) is licensed to do business as a _____ in the State of _____.

3. That on the ___ day of the month of _____of the year _____, the deponent was served with a subpoena in connection with the above-entitled cause, calling for the production of records pertaining to _____
_____
_____
_____.

4. That the deponent has examined the original of those records and has made or caused to be made a true and exact copy of them and that the reproduction of them attached hereto is true and complete.

5. That the original of those records was made at or near the time of the act, event, condition, opinion or diagnosis recited therein by or from information transmitted by a person with knowledge, in the course of a regularly conducted activity of the deponent or _____(*name of employer*).

Executed on: _____ _____
(*Date*) (*Signature of Custodian of Records*)

SUBSCRIBED AND SWORN to
before me this ____ day of July, 2015.

_____
Notary Public

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

Exhibit 5

Exhibit 5

Anthony L. Barney, M.S., J.D., LL.M.
Attorney at Law
Licensed in Nevada and Idaho

Tiffany S. Barney, J.D.
Attorney at Law
Licensed in Nevada

Mary L. Martell, J.D.
Law Clerk

ANTHONY L. BARNEY, LTD.
A Nevada Professional Law Corporation

3317 W. Charleston Boulevard, Suite B
Las Vegas, Nevada 89102-1835
Receptionist: 702-438-7878
Fax: 702-259-1116

Neva Liebe
Administrative Assistant

Website Address
www.anthonybarney.com

E-mail Address
office@anthonybarney.com

July 1, 2015

Joshua M. Hood, Esq.
Solomon Dwiggins Freer, Ltd.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

Re: The Beatrice B. Davis Family Heritage Trust

SENT VIA US MAIL AND FACSIMILE at 702-853-5485

Dear Mr. Hood,

I am in receipt of the Subpoena Duces Tecum dated June 25, 2015. Your Subpoena requires production by July 10, 2015, however this is an unreasonable timeframe for production. This is best illustrated in the case of *Thomas v. IEM, Inc.*[1] *The Thomas* court reasoned that a Subpoena is not the appropriate mechanism for obtaining information from a party to the litigation. "Rule 45 subpoenas, although not technically precluded by the language of Rule 45 from being served upon parties to litigation, are generally used to obtain documents from non-parties and are "clearly not meant to provide an end-run around the regular discovery process under Rules 26 and 34."[2] Though Nevada has not specifically addressed this issue the Supreme Court of Nevada has held that the interpretation of Federal Rules is persuasive authority for the state

[1] Thomas v. IEM, Inc., 2008 U.S. Dist. LEXIS 19186, (M.D. La. Mar. 12, 2008).

[2] For additional sources stating a similar position see: Smith v. Pendergrass, 2003 WL 21919182 (N.D.Ind. 2003)("Plaintiff wants to serve his subpoenas on parties to this suit; however, he should properly obtain such discovery through Rule 34 document requests. Thus, we can simply ignore his request that the Court issue these Rule 45 subpoenas"); Smith v. Transducer Technology, Inc., 197 F.R.D. 260 (D.C. Virgin Islands 2000)("While both Rules 34 and 45 have been amended . . . it is evident to this court that Rule 45, to the extent it concerns discovery, is still directed at non-parties and that Rule 34 governs the discovery of documents in the possession or control of the parties themselves . . . Indeed Rule 34, which unquestionably applies only to parties, illuminates the scope of Rule 45 when it directs that '[a] person not a party to the action may be compelled to produce documents and things or to submit to an inspection as provided in Rule 45'"); Badman v. Stark, 139 F.R.D. 601, 603 (M.D.Pa. 1991); [6] McAleese v. Owens, 1991 WL 329930 (W.D. Pa. 1991); Kean v. VanDyken, 2006 U.S. Dist. LEXIS 10316, 2006 WL 374502 (W.D.Mich. 2006); Alper v. United States, 190 F.R.D. 281, 283 (D.Mass. 2000)("While the language of Rule 45 . . . may . . . not be crystal clear, it is apparent . . . that discovery of documents from a party, as distinct from a non-party, is not accomplished pursuant to Rule 45").

counter parts.[3] Under the NRCP 34 (b) (2) (A) the responding party has 30 days to respond to requests for production.

I respectfully request that you issue requests for production as these are the appropriate mechanism to obtain the documents you seek. Alternatively, we will treat the requests made in the subpoena as though they were made as requests for production. This of course subjects the subpoena to the 30 day timeframe for compliance as required under NRCP 34. Please respond with your decision to either re-submit the requests in your subpoena as requests for production or to extend the deadline in your subpoena to comply with the 30 day requirement of NRCP 34.

We reserve the right to withhold documents based upon lack of jurisdiction and/or the attorney-client privilege, and we will provide, where necessary, a log regarding the same. Additionally, we reserve the right to challenge the excessive use of requests for production.

If you have any questions, please do not hesitate to contact me.

Sincerely,

ANTHONY L. BARNEY
Attorney at Law

cc: Mark A. Solomon, Esq. via e-mail at msolomon@sdfnvlaw.com & Joshua M. Hood, Esq. via e-mail at jhood@sdfnvlaw.com.

[3] Greene v. Eighth Judicial Dist. Ct., 115 Nev. 391, 393, (Nev. 1999)

Exhibit 6

Exhibit 6

ROLAND
LAW FIRM

HARRIET H. ROLAND, A PROFESSIONAL LAW CORP.
B.S., ACCOUNTING • M.B.A., TAXATION • JURIS DOCTORATE
Licensed to practice law in Nevada and Colorado
TAX, PROBATE, ESTATE PLANNING & ELDER LAW

July 10, 2015

SENT VIA US MAIL AND FACSIMILE at 702-853-5485

Joshua M. Hood, Esq.
Mark Solomon, Esq.
Solomon Dwiggins Freer, Ltd.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

Re: Beatrice B. Davis Family Heritage Documents

Dear Joshua and Mark:

Thank you for reissuing the Subpoena Duces Tecum. Although today is the last day for response under the Subpoena, I am still working on the production of documents. In light of Judge Sturman's order dated May 19th, which we received on or about June 24, I am revising our response. Upon a close review of the order, I must make several more passes through the data to filter the production to bring it into line with her order.

Christopher Davis was traveling out of the country for a short vacation, and he was gone from before I received your subpoena until yesterday. I have not yet been able to discuss with him the production of documents. Especially in light of Judge Sturman's late-received order and Christopher's travel schedule, I agree with Anthony Barney's assessment that July 10 is an unreasonable timeframe for production. Under the NRCP 34 the responding party should have 30 days to respond to requests for production. I respectfully request therefore that you do not bring an early motion to compel. I will have more complete information for you on Monday after I am able to talk with Christopher.

As always, I will withhold documents certain documents based upon attorney-client privilege, lack of jurisdiction or other grounds. I will provide a privilege log as required under the rules. If you have any questions, please do not hesitate to contact me.

Sincerely,
ROLAND LAW FIRM
/H. Roland
Harriet H. Roland, Esq.

HHR:ms

Telephone: (702) 452-1500 www.rolandlawfirm.com Facsimile (702) 920-8903

Henderson (Main office and mailing address):
2470 East Saint Rose Pkwy., Suite 105
Henderson, Nevada 89074

PLEASE NOTE NEW ADDRESS

Exhibit 7

Exhibit 7

SOLOMON | DWIGGINS | FREER LTD
TRUST AND ESTATE ATTORNEYS

Mark A. Solomon
Dana A. Dwiggins
Alan D. Freer
Brian K. Steadman
Steven E. Hollingworth
Brian P. Eagan
Jeffrey P. Luszeck
Alexander G. LeVeque

Cheyenne West Professional Centre
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

Telephone: 702.853.5483
Facsimile: 702.853.5485

Ross E. Evans
Jordanna L. Evans
Joshua M. Hood
*Christopher J. Fowler

*Licensed only in Florida

Direct Dial (702) 589-3505
Email ddwiggins@sdfnvlaw.com

July 14, 2015

Via Email (hroland@rolandlaw.com) & U.S. Mail
Harriet H. Roland, Esq.
2470 East Saint Rose Parkway, Suite 105
Henderson, Nevada 89074

Re: The Beatrice B. Davis Family Heritage Trust

Dear Ms. Roland:

I am writing this letter in response to your July 10, 2015 correspondence and our telephone communication on the afternoon of July 13, 2015, with specific reference to the Subpoena Duces Tecum that was served on your office on June 25, 2015 (the "Subpoena") and in regards to the Order that was entered on June 24, 2015 (the "Order").

Pursuant to the Subpoena, you were to provide the requested documents by July 10, 2015. According to your July 10, 2015 correspondence, you indicated that the July 10, 2015 deadline was "unreasonable", and that you believed you should have thirty (30) days to respond under NRCP 34. Although there is a disagreement as to whether or not a "subpoena" under NRCP 45 or "Request For Production of Documents" under NRCP 34 is the appropriate discovery tool to obtain documents, pursuant to our conversation, we have agreed to a **firm deadline** of July 27, 2015, for the production of documents pursuant to the Subpoena. The July 27, 2015 will provide you with the requested thirty (30) days to comply with the Subpoena. As we discussed on the telephone, if the subpoenaed documents are not received by July 27, 2015, we intend to file a Motion to Compel, as well as seek attorneys' fees and costs for being forced to file such motion.

Additionally, as we discussed during our July 13, 2015 telephone communication, the Order provides that the "Petition for Immediate Disclosure of Documents and Information from Christopher D. Davis is granted as to all information in his possession *custody or control*[1] in his

[1] As interlineated by the Judge.

role as Investment Trust Advisor, *and or his role as Manager of FHT Holdings*[2]". At this point, we have not received any documents or information pursuant to the Order. You mentioned that you were informed and believed that Dunham Trust Company provided the documents related FHT Holdings LLC. However, as I mentioned during our conversation, there have been no documents provided by Dunham Trust Company relating to FHT Holdings LLC (i.e. operating agreement, Secretary of State filings, etc.). Notwithstanding, the Order requiring the disclosure of information is directed to Christopher Davis, not Dunham Trust Company As such, please remit the required information pursuant to the Order no later than July 27, 2015. Given the fact that the Order was entered on June 24, 2015, and the fact that the Order requires the *immediate* disclosure of information in Christopher Davis' possession, custody, or control as it relates to his role as Investment Trust Advisor and Manager of FHT Holdings LLC, the **firm deadline** of July 27, 2015 is not only reasonable, but provides you with sufficient time to comply with the Order. Please be advised, however, that if the information is not produced pursuant to the Order on or before July 27, 2015, we intend on filing a Motion to hold Christopher Davis in contempt for failing to abide by the Order.

During our conversation on June 13, 2015, you also mentioned that you wanted to make it clear that the production of any documents and information is not to be considered a waiver of any jurisdictional arguments that you may have.

Should you have any questions or concerns, or should you need any additional information, please do not hesitate to contact me.

Sincerely,

Joshua M. Hood.

Cc: Client.

[2] As interlineated by the Judge.

Exhibit 8

Exhibit 8

Electronically Filed
06/24/2015 12:12:57 PM

CLERK OF THE COURT

HARRIET H. ROLAND, ESQ.
NV Bar No. 5471
ROLAND LAW FIRM
2470 E. St. Rose Pkwy, Ste. 105
Henderson, NV 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
hroland@rolandlawfirm.com

ANTHONY L. BARNEY, ESQ.
Nevada Bar No. 8366
TIFFANY S. BARNEY, ESQ.
Nevada Bar No. 9754
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102
Telephone: (702) 438-7878
Facsimile: (702) 259-1116
Attorneys for Christopher D. Davis

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

In the matter of: The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.	Case No.: P-15-083867-T Dept. No.: 26 **Hearing Date: April 22, 2015** **Hearing Time: 9:00 a.m.**

ORDER

This matter came before the Court for hearing on the 22nd day of April, 2015 at 9:00 a.m., upon the Christopher D. Davis's Motion to Dismiss Pursuant to NRCP 12(b) and NRCP 19 and Caroline Davis's Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, as Amended on February 24, 2014, to Assume Jurisdiction over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lehnardt as Distribution

Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee, and for Immediate Disclosure of Documents and Information from Christopher D. Davis. Christopher D. Davis was represented by Harriet Roland, Esq. of the Roland Law Firm and Anthony L. Barney, Esq., of the law office of Anthony L. Barney, Ltd., Caroline Davis was represented by Mark Solomon, Esq., of the law firm of Solomon Dwiggins and Freer, Ltd.; Stephen K. Lehnardt was represented by Jonathan W. Barlow, Esq. of the law office of Clear Counsel Law Group; and Dunham Trust Company was represented by Charlene N. Renwick, Esq., of the law office of Lee Hernandez Landrum & Garofalo. After reviewing the pleadings on file and in the court record, hearing oral arguments by both parties in this matter, being fully advised in the premises, and for good cause appearing, the Court hereby finds and orders the following:

IT IS FOUND that since the first amendment, Christopher has been directing the trust in Nevada, and that everyone involved relied on this amendment as being proper.

IT IS FURTHER FOUND that the Court has no affidavit that another beneficiary existed at the time the first amendment was signed.

IT IS FURTHER FOUND that the Court has jurisdiction as a constructive trust because action on behalf of the trust has been taken in Nevada.

IT IS SO FOUND.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Petition to Assume Jurisdiction over Christopher D. Davis as Investment Trust Advisor is granted without prejudice.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition to Assume Jurisdiction over Stephen K. Lehnardt as Distribution Trust Advisor is denied until a more definite statement is filed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition to Confirm Dunham Trust Company as Directed Trustee is granted.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition for Immediate Disclosure of Documents and Information from Christopher D. Davis is granted as to all information in his possession in his role as Investment Trust Advisor, custody or control and in his role as Manager of FHT Holdings

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Christopher D. Davis's Motion to Dismiss is denied.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon agreement of all parties, this Court will retain jurisdiction and all matters will be heard by the probate judge.

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED this 19th day of May, 2015.

DISTRICT COURT JUDGE

Respectfully Submitted by the Following:

HARRIET H. ROLAND, ESQ.
NV Bar No. 5471
ROLAND LAW FIRM
2470 E. St. Rose Pkwy, Ste. 105
Henderson, NV 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
Attorney for Christopher D. Davis

Approved as to Form and Content:

JONATHAN W. BARLOW, ESQ.
NV Bar No. 9964
CLEAR COUNSEL LAW GROUP
50 South Stephanie Street, Ste. 101
Henderson, Nevada 89012
Telephone: (702) 476-5900
Facsimile: (702) 924-0709
Attorney for Stephen K. Lehnardt

///

///

Approved as to Form and Content:

ANTHONY L. BARNEY, ESQ.
Nevada Bar No. 8366
TIFFANY S. BARNEY, ESQ.
Nevada Bar No. 9754
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102
Telephone: (702) 438-7878
Facsimile: (702) 259-1116
Attorneys for Christopher D. Davis

Approved as to Form and Content:

CHARLENE RENWICK, ESQ.
LEE, HERNANDEZ, LANDRUM, GARFOFALO, ATTORNEYS AT LAW
7575 Vegas Drive, Suite 150
Las Vegas, Nevada 89128
Telephone: (702) 880-9750
Facsimile: (702) 314-1210
Attorneys for Dunham Trust Company

Approved as to Form and Content:

MARK A. SOLOMON, ESQ.
NV Bar No. 0418
JOSHUA M. HOOD, ESQ.
NV Bar No. 12777
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: (702) 853-5483
Facsimile: (702) 853-5485
Attorneys for Caroline D. Davis

Exhibit 9

Exhibit 9

Electronically Filed
07/01/2015 01:23:25 PM

CLERK OF THE COURT

NOTC
HARRIET H. ROLAND, ESQ.
Nevada Bar No. 5471
ROLAND LAW FIRM
2470 E. Saint Rose Pkwy., Suite #105
Henderson, Nevada 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
Email: hroland@rolandlawfirm.com
Attorney for Christopher D. Davis

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of **The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.**	Case No.: P-15-083867 Dept. No.: Probate (26)

NOTICE OF ENTRY OF ORDER

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that the *Order* was entered by the Court on June 24, 2015 in the above-entitled matter, a copy of which is attached hereto.

DATED this 1st day of July, 2015.

ROLAND LAW FIRM

HARRIET H. ROLAND, ESQ.
Nevada Bar No. 5471
Attorney for Christopher D. Davis

ROLAND LAW FIRM
2470 E. Saint Rose Pkwy, Ste. 105
Henderson, NV 89074
(702) 452-1500

Exhibit 10

Exhibit 10

Beatrice B. Davis Family Heritage Trust
Roland Law Firm
Privilege Log for Production to SDF
July 27, 2015

Bates	Author	Recipient	Cc	Subject	Last Modified Date & Time	Privilege Description
O-000807	Chris Davis	Terry Watts <twatts@dfokc.com>		URGENT: TGFT- FHT COLLATERAL RECAP.xls	9/4/2014 9:16 AM	Attorney Client Communication
O-000808	Stephen K Lehnardt <stephen@lehnardt.com>	Chris Davis <cdavis2785@kc.rr.com>		FW: Davis Trust	5/6/2014 8:23 AM	Attorney Client Communication
O-000809	Chris Davis	Terry Watts <twatts@dfokc.com>		ESTATE- VIII B POLICY LOAN CARRYOVER DISCREPANCY	9/15/2014 5:36 PM	Attorney Client Communication
O-000810	Terry Watts <twatts@dfokc.com>	Chris Davis <cdavis2785@kc.rr.com>		RE: Changes to Spreadsheet for BBD xfers	5/8/2014 2:29 PM	Attorney Client Communication
O-000811	Chris Davis	TERRY WATTS <twatts@dfokc.com>		FT to FHT ERROR	9/12/2014 5:43 PM	Attorney Client Communication
O-000812	Stephen K Lehnardt <stephen@lehnardt.com>	Chris Davis <cdavis2785@kc.rr.com>		FW: Davis FHT Assets-Division	4/17/2014 8:01 AM	Attorney Client Communication
O-000813	Stephen K Lehnardt <stephen@lehnardt.com>	Chris Davis <cdavis2785@kc.rr.com>		FW: Davis Trust	5/29/2014 8:40 AM	Attorney Client Communication
O-000814	Terry Watts <twatts@dfokc.com>	Chris Davis <cdavis2785@kc.rr.com>		RE: Want Audit before pay: Old Invoices	5/22/2014 1:42 PM	Attorney Client Communication
O-000815				FHT Holdings L.L.C. (Operating Agreement).doc	4/9/2014 5:53 PM	Attorney Client Communication
O-000816				WinFHTSig(1).jpg	3/5/2014 2:28 PM	Attorney Client Communication
O-000817				WinFHTSig(2).jpg	3/5/2014 2:28 PM	Attorney Client Communication
O-000818				WinFhtSig.jpg	3/5/2014 2:28 PM	Attorney Client Communication
O-000819	Harriet H Roland <hroland@rolandlawfirm.com>	Chris Davis (cdavis4108@gmail.com)	stephen@lehnardt.com; anthony@anthonybarney.com	confirmation and release of documents	12/5/2014 10:07 AM	Attorney Client Communication; Attorney Work Product
O-000820	Stephen K Lehnardt <stephen@lehnardt.com>	cdavis4108@gmail.com		FW: Beatrice B. Davis Family Heritage Trust	8/21/2014 2:10 PM	Attorney Client Communication
O-000821	Stephen K Lehnardt <stephen@lehnardt.com>	cdavis4108@gmail.com		FW: Beatrice B. Davis Family Heritage Trust	8/21/2014 2:10 PM	Attorney Client Communication
O-000822	Stephen K Lehnardt <stephen@lehnardt.com>	cdavis4108@gmail.com		FW: Beatrice B. Davis Family Heritage Trust	9/6/2014 9:41 AM	Attorney Client Communication
O-000823	Stephen K Lehnardt <stephen@lehnardt.com>	cdavis4108@gmail.com		FW: Beatrice B. Davis Family Heritage Trust	8/22/2014 12:54 PM	Attorney Client Communication
O-000824	Stephen K Lehnardt <stephen@lehnardt.com>	cdavis4108@gmail.com		FW: Beatrice B. Davis Family Heritage Trust	8/22/2014 12:54 PM	Attorney Client Communication
O-000825	Stephen K Lehnardt <stephen@lehnardt.com>	cdavis4108@gmail.com		FW: Beatrice B. Davis Family Heritage Trust	8/21/2014 1:06 PM	Attorney Client Communication
O-000826	Stephen K Lehnardt <stephen@lehnardt.com>	cdavis4108@gmail.com		FW: Davis Trust	8/22/2014 4:09 PM	Attorney Client Communication
O-000827	Harriet H Roland <hroland@rolandlawfirm.com>	Chris Davis (cdavis4108@gmail.com)		FW: Davis: request for info from Dunham	11/6/2014 9:42 PM	Attorney Work Product
O-000828	Stephen K Lehnardt <stephen@lehnardt.com>	cdavis4108@gmail.com		RE: Beatrice B. Davis Family Heritage Trust	8/27/2014 12:32 PM	Attorney Client Communication

Exhibit 11

Exhibit 11

Mark A. Solomon, Esq., Bar No. 418
msolomon@sdfnvlaw.com
Joshua M. Hood, Esq. Bar No. 12777
jhood@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485

Attorneys for Caroline Davis, Petitioner

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of: The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014	Case No.: P-15-083867-T Dept.: 26 Hearing Date: September 2, 2015 Hearing Time: 9:00 a.m.

DECLARATION OF MARK A. SOLOMON ESQ. IN SUPPORT OF MOTION TO COMPEL HARRIET ROLAND, ESQ. TO PRODUCE DOCUMENTS RESPONSIVE TO SUBPOENA DUCES TECUM; AND FOR ATTORNEYS' FEES AND COSTS

I, MARK A. SOLOMON, ESQ. declare as follows:

1. I am a Partner at the law firm of Solomon Dwiggins & Freer, Ltd. ("SDF"), and counsel for Caroline D. Davis ("Ms. Davis").

2. I have actual knowledge as to the matters stated herein, except for those matters stated on information and belief, and as to those matters, I believe them to be true.

3. On June 8, 2015, SDF issued a Subpoena Duces Tecum to Harriet H. Roland, Esq. ("Ms. Roland") and to Anthony L. Barney, Esq. ("Mr. Barney), attorneys for Christopher D. Davis ("Christopher"), requesting certain non-privileged documents within her possession, custody, or control.

4. On June 24, 2015, Ms. Roland requested that SDF reissue the June 8, 2015 Subpoena due to a scrivener's error concerning the deadline by which the documents must be produced, and further requested that the deadline for such production be extended until July 10, 2015.

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

5. SDF agreed to Ms. Roland's requests and reissued the Subpoenas Duces Tecum on June 25, 2015 to both Ms. Roland and Mr. Barney, as well as granted an extension for which the documents must be produced to July 10, 2015.

6. On July 10, 2015, rather than complying with the June 25, 2015 Subpoena Duces Tecum, Ms. Roland sent a correspondence claiming that the July 10, 2015 deadline, which she requested, was unreasonable and that such deadline should comply with NRCP 34's requirement of thirty (30) days.

7. In order to avoid a discovery dispute regarding whether a Subpoena Duces Tecum under NRCP 45 or a Request For Production Of Documents under NRCP 34 was the appropriate mechanism for obtaining the documents, SDF agreed to extend the deadline to July 27, 2015, which provided more than the required thirty (30) days under NRCP 34.

8. On July 27, 2015, Ms. Roland provided several documents and a privilege log.

9. After carefully reviewing the documents provided by Ms. Roland, it was quickly discovered that Ms. Roland failed to provide the documents requested pursuant to the June 25, 2015 Subpoena Duces Tecum.

10. As such, on July 31, 2015, I, along with one of my associate attorneys, Joshua M. Hood, Esq., conducted a mandatory EDCR 2.34 conference with Mr. Barney and Ms. Roland.

11. During the EDCR 2.34 conference with Mr. Barney, Mr. Barney stated that he did not comply with the June 25, 2015 Subpoena Duces Tecum issued to him because he was relying on Ms. Roland to respond and produce the documents.

12. Mr. Barney further stated that he did not have any documents other than the documents that were provided to him by Ms. Roland, which were already produced by Ms. Roland.

13. During the EDCR 2.34 conference with Ms. Roland, Ms. Roland claimed that the June 25, 2015 Subpoena Duces Tecum issued to her was overreaching and outside of the scope of the June 24, 2015 Order issued by the Court.

14. I explained to Ms. Roland that the documents produced did not even comply with the June 24, 2015 Order and were woefully insufficient.

SOLOMON | DWIGGINS & FREER
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
TRUST AND ESTATE ATTORNEYS

15. I informed Ms. Roland that, because the documents provided did not comply with the June 25, 2015 Subpoena Duces Tecum, we intended to file a Motion To Compel in order to force her to produce the documents responsive to this request.

16. Based upon prior communications with Ms. Roland, I am informed and believe that Ms. Roland has documents in her possession, custody, and control responsive to the June 25, 2015 Subpoena Duces Tecum including, but not limited to, documents related to the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended on February 24, 2014; the Ashley Cooper Life Insurance Policy and related loans; the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990; the Davis Family Office, LLC, and other entities owned or related to the aforementioned trusts or entities of which Christopher is the owner, manager, director or officer.

17. During one of my prior conversations with Ms. Roland, she informed me that Christopher provided her with numerous documents that she would share with me, illustrating how the Trust and the proceeds from the Policy loans interacts with the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990; the Davis Family Office, LLC, and other entities owned or related to the aforementioned trusts or entities of which Christopher is the owner, manager, director or officer. Indeed, Ms. Roland indicated that, based upon such documents provided by Christopher, she was able to create a detailed diagram demonstrating the same.

18. Under the penalty of perjury in the State of Nevada, I declare the foregoing is true and correct.

Dated this 17 day of August, 2015.

Mark A. Solomon, Esq.

SOLOMON DWIGGINS & FRERER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

Exhibit 12

Exhibit 12

Anthony L. Barney, M.S., J.D., LL.M.
Attorney at Law
Licensed in Nevada and Idaho

Tiffany S. Barney, J.D.
Attorney at Law
Licensed in Nevada

Mary L. Martell, J.D.
Law Clerk

ANTHONY L. BARNEY, LTD.
A Nevada Professional Law Corporation

3317 W. Charleston Boulevard, Suite B
Las Vegas, Nevada 89102-1835
Receptionist: 702-438-7878
Fax: 702-259-1116

Neva Liebe
Administrative Assistant

Website Address
www.anthonybarney.com

E-mail Address
office@anthonybarney.com

July 31, 2015

Joshua M. Hood, Esq.
Mark A. Solomon, Esq.
Solomon Dwiggins Freer, Ltd.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

Re: The Beatrice B. Davis Family Heritage Trust

SENT VIA US MAIL AND FACSIMILE at 702-853-5485

Dear Mr. Hood/ Mr. Solomon,

This letter is to follow up on our phone conversation on July 31, 2015 wherein we discussed the subpoena duces tecum issued by your office and treated as requests for production by my office as detailed in my previous letter dated July 1, 2015. As I explained to you during our phone conversation, my office receives all documents from my co-counsel and does not have any of the requested documents that have not already been provided to you through my co-counsel attorney Harriet Roland, Esq. If you have any further questions in this regard, please do not hesitate to contact me.

Sincerely,

ANTHONY L. BARNEY
Attorney at Law

cc: Mark A. Solomon, Esq. via e-mail at msolomon@sdfnvlaw.com & Joshua M. Hood, Esq. via e-mail at jhood@sdfnvlaw.com.

Exhibit 13

Exhibit 13

SOLOMON DWIGGINS & FREER, LTD.
Attorneys at Law

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

Cheyenne West Professional Centré
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

Telephone: (702) 853-5483
Facsimile: (702) 853-5485

Brian P. Eagan
Jeffrey P. Luszeck
Ross E. Evans
Jordanna L. Evans
Joshua M. Hood
Bri F. Issurdutt

Of Counsel
Steven E. Hollingworth

Direct Dial: (702) 589-3500
msolomon@sdfnvlaw.com

August 26, 2014

VIA U.S. MAIL
CHRISTOPHER D. DAVIS
3005 N. Beverly Glen Circle
Los Angeles, California 90077

Re: The Beatrice B. Davis Family Heritage Trust, dated July 28, 2000; The Beatrice B. Davis Revocable Trust, dated April 4, 1990, as amended; and The Beatrice B. Davis Family Irrevocable Trust, dated September 3, 1996.

Dear Mr. Davis:

Solomon Dwiggins & Freer, Ltd. has been retained by your sister, Caroline Davis ("Ms. Davis"), to represent her with regards to the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000 (the "Heritage Trust"); the Beatrice B. Davis Revocable Trust, dated April 4, 1990, as amended (the "Revocable Trust"); and Beatrice B. Davis Irrevocable Trust, dated September 3, 1996 (the "Irrevocable Trust").

With regards to the Heritage Trust, it is our understanding that you are currently serving as the Trust Investment Advisor and that the Trust currently owns an Ashley Cooper Life Insurance Policy (the "Policy"), from which a revolving line of credit has been established. It has been brought to our attention that the Heritage Trust, presumably by and through Alaska Trust Company, took a number of advances from the Policy's revolving line of credit. In order to understanding the nature, purpose, and extent of such advances taken by the Heritage Trust, please provide to our office any and all information and documentation pertaining to the advances made from the Policy, including, but not limited to, the line of credit agreement, the Policy, and Ashley Cooper statements reflecting any and all distributions and payments.

In addition to the advances made from the Policy to the Heritage Trust, it also has been brought to our attention that a number of loans have been made from the Heritage Trust to you personally, the Revocable Trust, and the Davis Family Office, LLC (hereinafter the "Loans"). According to the information provided to us, there is an outstanding balance of approximately $2.1 million dollars due and owing from you, the Revocable Trust, and the Davis Family Office, LLC collectively. In order to better understand the nature, purpose, and extent of the Loans made from the Heritage Trust, we are requesting that you provide to us a copy of the any and all

promissory notes, and any and all documentation relating to such Loans, including amortization schedules and documents reflecting payments or accruals of interest and principal. We also request that you provide us with information showing the purpose and use of the proceeds from each of the Loans.

With respect to the Revocable Trust, it is our understanding that both you and Ms. Davis are presently serving as successor Co-Trustees. Additionally, we have been made aware that Ms. Davis previously executed a Delegation of Authority on March 22, 2007, providing you the authority to act singly on behalf of the Trust, without prior consultation or agreement from Ms. Davis. Pursuant to Paragraph Tenth, Section 10 of the Revocable Trust, as the sole acting successor Co-Trustee, you are required to provide, at least annually, "statements reflecting the then actual condition of the trust estate, showing all receipts, disbursements of income and principal, changes of investments and investments then held as part of the trust." Ms. Davis has informed us that she has not received any of the required annual statements. As such, please remit to our office the annual statements beginning March 22, 2007, the date on which you became the sole acting Co-Trustee, through the present. Such statements must include, but should not be limited to, the assets, receipts and distributions of income and principal, and the investment objective. If any of the aforementioned information is not within your control, it is incumbent upon you to direct any individual or entity within your control to provide such information.

In addition to the Heritage Trust and the Revocable Trust, Ms. Davis has provided us limited information pertaining to the Irrevocable Trust. Ms. Davis is informed and believes that the Irrevocable Trust was terminated a few years ago, but does not possess any information pertaining to the assets within the Irrevocable Trust prior to its termination. As Ms. Davis is a Co-Trustee of the Irrevocable Trust and is entitled to a copy of such trust, and any and all information pertaining thereto, please remit to our office a copy of the Irrevocable Trust, any amendments, and any and all accountings, financial statements, or documentation concerning the assets in the Irrevocable Trust and any distributions or use thereof.

The requested information should be sent to the following:

SOLOMON DWIGGINS & FREER, LTD
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

Your anticipated and prompt cooperation in this matter is appreciated.

Sincerely,

Mark A. Solomon

cc: Client

Exhibit 14

Exhibit 14

SOLOMON DWIGGINS & FREER, LTD.
Attorneys at Law

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

Cheyenne West Professional Centre
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

Telephone: (702) 853-5483
Facsimile: (702) 853-5485

Brian P. Eagan
Jeffrey P. Luszeck
Ross E. Evans
Jordanna L. Evans
Alexander G. Leveque
Joshua M. Hood
Bri F. Issurdutt

Of Counsel
Steven E. Hollingworth

Direct Dial: (702) 589-3500
msolomon@sdfnvlaw.com

September 23, 2014

VIA U.S. MAIL, CERTIFIED RETURN RECEIPT REQUESTED
CHRISTOPHER D. DAVIS
3005 N. Beverly Glen Circle
Los Angeles, California 90077

Re: The Beatrice B. Davis Family Heritage Trust, dated July 28, 2000; The Beatrice B. Davis Revocable Trust, dated April 4, 1990, as amended; Ashely Cooper Life Insurance Policy.

Dear Mr. Davis:

I am writing this as a follow up to my August 26, 2014 correspondence requesting information related to the above referenced Trusts and entities. To date, neither our office nor Caroline Davis ("Caroline") has received any of the requested information. As such, Caroline has executed a Revocation of Delegation of Authority, effectively revoking your authority to act as the sole Trustee of the Beatrice B. Davis Revocable Trust, dated April 4, 1990, as amended (the "Revocable Trust"). A copy of the Revocation of Delegation of Authority is enclosed herewith. We would appreciate it if you would sign the Acknowledgment of Revocation and return your signature page to us.

As Caroline has reassumed the position of Co-Trustee, please accept this letter as a demand to remit all documents and records relating to the Revocable Trust beginning March 22, 2007 to the present. Such documents shall include, but not be limited to, account statements, accountings, inventory of assets, the funding of any sub-trusts, encumbrances upon the Revocable Trust, etc.

Pursuant to Article Fifth, Section 2 of the Revocable Trust, upon the death of Beatrice B. Davis, the Revocable Trust should have been divided into a Generation Skipping Tax Exempt Share (the "GST Exempt Share") and a Generation Skipping Tax Non-Exempt Share (the "GST Non-Exempt Share"). The GST Exempt Share should have been funded with $5,120,000.00, and the GST Non-Exempt Share should have been funded with the remainder of Beatrice B. Davis' estate, if any. According to the terms of the Revocable Trust, Caroline is entitled to distributions from the GST Exempt Share for her health, education, maintenance, and support. Further,

Caroline was entitled to an outright distribution of one-half (1/2) of the GST Non-Exempt Share upon Beatrice B. Davis' death. As such, Caroline believes she is entitled to distributions from the Revocable Trust, and is requesting such information to determine the not only the amount of such distributions to which she is entitled to receive, but also to determine if the Revocable Trust has been correctly administered, and whether anyone else has received distributions.

In addition to the information concerning the Revocable Trust, please allow this letter to serve as a demand for the information requested in the August 26, 2014 letter, namely: (1) information related to the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended (the "Heritage Trust"), and (2) any and all information related to the advances made from the Ashley Cooper Life Insurance Policy, including, but not limited to the purpose for such loans, the distributions of such loan proceeds, the collateral for such loans, etc.).

The requested information should be sent to the following:

SOLOMON DWIGGINS & FREER, LTD
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

If the requested information is not received within twenty (20) days from the date of this letter, we will file a petition in the appropriate court to enforce Caroline's rights as Successor Co-Trustee of the Revocable Trust and as a beneficiary of the Heritage Trust. In addition to filing a petition, we intended seek to recover attorney's fees due to your failure to fulfill your obligations as Successor Co-Trustee and provide such information. Your anticipated and prompt cooperation in this matter is appreciated.

Sincerely,

Mark A. Solomon

Enclosure
cc: Client

REVOCATION OF DELEGATION OF AUTHORITY

This Revocation of Delegation of Authority is made and entered into this ___ day of September, 2014 by CAROLINE D. DAVIS, as Successor Co-Trustee of the Beatrice B. Davis Revocable Trust, dated April 4, 1990, as amended (the "Trust").

WHEREAS, pursuant to Article Ninth, Section 34, CAROLINE D. DAVIS executed a "Delegation of Authority" on March 22, 2007, authorizing CHRISTOPHER D. DAVIS, as Successor Co-Trustee, to act singly on behalf of the Trust, and without prior consultation or agreement in exercising all of the powers granted in Article Ninth of the Trust, and to perform all acts on behalf of the Trust as may be appropriate, necessary, or proper for the Trust in contemplation of such Article Ninth.

WHEREAS, pursuant to Article Ninth, Section 34, CAROLINE D. DAVIS possesses the authority to terminate such Delegation of Authority.

NOW, THEREFORE, pursuant to Article Ninth, Section 34, CAROLINE D. DAVIS does hereby revoke the Delegation of Authority, executed on March, 22, 2007. Such Revocation of Delegation of Authority shall become effectively immediately upon receipt by CHRISTOPHER D. DAVIS.

Dated this 23 day of September, 2014.

CAROLINE D. DAVIS, Successor Co-Trustee

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

IN THE SUPREME COURT OF THE STATE OF NEVADA

CHRISTOPHER D. DAVIS,

Appellant,

v.

CAROLINE DAVIS,

Respondent.

Case No.: 68542

Eighth Judicial District Court
Case No.: P-15-083867-T (In re the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000)

RESPONDENT'S APPENDIX VOLUME 3 TO RESPONSE TO CHRISTOPHER D. DAVIS' EMERGENCY MOTION UNDER NRAP 27(e) FOR 1) STAY PENDING APPEAL AND 2) AFFIRMATIVE RELIEF

Counsel did not agree on a joint appendix and this Respondents' Appendix is provided in accordance with NRCP 30(b)(3).

TABLE OF CONTENTS

Volume	EXHIBIT	TITLE OF DOCUMENT	Bates Numbers
Vol 1	E	April 22, 2015 Reporter's Transcript of Proceedings	RAPP347-405
Vol 1	Y	Certification of Intent to Amend Order	RAPP919-921
Vol 2	D	Christopher D. Davis' Motion to Dismiss Pursuant to NRCP(12)(b)	RAPP321-346
Vol 2	B	Christopher D. Davis Reply to Caroline Davis' Opposition to His Motion to Dismiss Pursuant to NRCP (12)(b) and NRCP 19	RAPP15-30
Vol 2	Q	Christopher D. Davis' Motion for Protective Order and to Quash or Modify the Subpoena	RAPP605-641

Docket 68542 Document 2015-31677

Vol 3	A	First Amendment to the Beatrice B. Davis Family Heritage Trust	RAPP1-13
Vol 3	F	May 11, 2015 Letter from Mark A. Solomon to Judge Sturman (including enclosures)	RAPP406-413
Vol 3	G	May 12, 2015 E-mail to all counsel	RAPP414-422
Vol 3	H	May 12, 2015 Letter from Mark A. Solomon to Judge Sturman and accompanying to All Counsel	RAPP423-426
Vol 3	I	May 12, 2015 Letter from Anthony L. Barney to Judge Sturman (including enclosures)	RAPP427-443
Vol 4	**V**	**Motion to Amend or Modify Order Pursuant to NRCP 60(b)(3)**	**RAPP790-831**
Vol 4	**N**	**Motion to Compel**	**RAPP495-547**
Vol 5	O	Motion to Hold Christopher Davis in Contempt and for Attorneys' Fees and Costs	RAPP 575-600
Vol 5	K	Notice of Appeal Dated July 30, 2015	RAPP450-454
Vol 5	L	Notice of Case Statement Dated July 30 2015	RAPP455-471
Vol 6	J	Notice of Entry of Order dated July 1, 2015	RAPP444-449
Vol 6	S	Notice of Non-Appearance of Christopher D. Davis	RAPP690-695
Vol 6	P	Notice of Taking Deposition of Christopher D. Davis	RAPP601-604
Vol 7	W	Objection to Petition for Reconsideration of the Order Dated May 19, 2015 re Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust dated July 28, 2000 as Amended on February 24, 2014 to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as	RAPP832-910

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

		Directed Trustee and for Immediate Disclosure of Documents and Information from Christopher D. Davis; and Counter-Petition for Sanctions	
Vol 8	R	Opposition to Caroline Davis' Motion to Compel Harriet Roland, Esq. to Produce Documents Responsive to Subpoena Duces Tecum and Counter Motion to Quash	RAPP642-689
Vol 9	C	Petition to Assume Jurisdiction Over the Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, as Amended on February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lenhardt as Distribution Trust Advisor; to Confirm Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Documents and Information from Christopher D. Davis	RAPP40-320
Vol 8	U	Resignation, Release, Acknowledgement, Consent and Indemnification Agreement Dated February 24, 2014	RAPP782-789
Vol 8	T	September 2, 2015 Transcript of Proceeding	RAPP696-781
Vol 8	M	Subpoena Duces Tecum to Harriet Roland Esq., and Anthony Barney, Esq.	RAPP472-494
Vol 8	X	Supplement to Objection to Petition for Reconsideration of the Order Dated May 19, 2015 re Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust dated July 28, 2000 as Amended on February 24, 2014 to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee and for Immediate Disclosure of Documents and Information from Christopher D. Davis and Counter-Petition for Sanctions	RAPP911-918

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

CERTIFICATE OF COMPLIANCE

I hereby certify that I have read this Respondent's Appendix and to the best of my knowledge, information and belief, consist of true and correct copies of the papers in the District Court file. I further certify that this brief complies with the applicable Nevada Rules of Appellant Procedure, in particular NRCP 30, which requires this Certification. I understand that I may be subject to Sanctions in the event the accompanying appendix is not inconformity with the Requirements of the Nevada Rules of Appellant Procedure.

DATED this 16th day of October, 2015.

SOLOMON DWIGGINS & FREER, LTD.

BY _____

Joshua M. Hood, Esq.
Nevada State Bar No. 12777
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Attorneys for Respondents

EXHIBIT A

EXHIBIT A

First Amendment
to the
Beatrice B. Davis Family Heritage Trust

On July 28, 2000 Beatrice B. Davis, signed the Beatrice B. Davis Family Heritage Trust ("my trust"), more formally known prior to amendment as:

> Alaska USA Trust Company, Trustee of the Beatrice B. Davis Family Heritage Trust dated July 28, 2000.

Article Fourteen of the trust permits the Trust Protector to amend the trust in writing as set forth in the "Memorandum of Action by Trust Protector" integrated and incorporated herein by this reference as if set out here in full. This Amendment represents the First Amendment to the trust and is made in order to effectuate a change in situs, applicable state law, trustee, capital and surplus requirements, and trust administration necessary to accomplish the foregoing.

Section 1.01 Amendment

The Trust Protector hereby amends the trust as follows:

FIRST: SITUS AND APPLICABLE STATE LAW. Article One, Section 2 is hereby amended in its entirety to read as follows:

Article One, Section 2. Application of Nevada Trust Law

I intend that this trust and the trusts created under this Agreement are trusts described in Nev. Rev. Stat. §§ 166.010-166.170 and any other relevant Nevada Statutes as amended from time to time. Accordingly, unless the Trustee moves the situs of this trust or any trust created hereunder to another jurisdiction, I direct that

> At all times at least one trustee of each trust shall be a "qualified person" under Nevada law; and
>
> The duties of that trustee shall include the duty and responsibility to maintain books and records of the trust in Nevada and to prepare or to arrange for the preparation of the tax returns of the trust; and
>
> At least some assets of the trust shall be deposited in or subject to the laws of Nevada as and if required by Nevada law; and
>
> At least part of the administration of the trust shall occur in Nevada as required by law and in accordance with Nevada law.

SECOND: TRUSTEE

Alaska USA Trust Company is removed and replaced as trustee by Dunham Trust Company. The trust is now formally known as:

> Dunham Trust Company, Trustee of the Beatrice B. Davis Family Heritage Trust dated July 28, 2000.

THIRD: CAPITAL AND SURPLUS REQUIREMENTS. The capital and surplus requirements in Article Eleven, Section 6.a. shall be amended in its entirety to read as follows:

ARTICLE ELEVEN, SECTION 6.a. CORPORATE FIDUCIARIES

> a. have a combined capital and surplus of at least 1 million dollars; or...

FOURTH, TRUST ADMINISTRATION. New Section 2.d. shall be added to Article Thirteen to read as follows:

Article Thirteen, Section 2.d. Directed Trust

Notwithstanding anything in my trust to the contrary, my trust shall be administered as a "directed trust" unless changed in accordance with law and this agreement. The following shall control so long as my trust is administered as a directed trust under applicable state law. Any provision to the contrary in my trust shall be interpreted to carry out my intent as expressed in this Section, or, in the exercise of its discretion and to carry out my intent, shall be superseded by the following if in irreconcilable conflict.

> **FIRST: Appointment of Directed Trustee.**
>
> The Trust Protector nominates and appoints Dunham Trust Company ("Trust Company"), as trustee of any trusts created hereunder (hereinafter referred to in its capacity as trustee as the "Directed Trustee"). Trust Protector intends that the trusts created hereunder shall be Nevada Directed Trusts created pursuant to Nevada Revised Statutes ("NRS") 163.553 et. seq., as amended from time to time.
>
> **SECOND: Appointment of Investment Trust Adviser; Duties of Investment Trust Adviser.**
>
> The Trust Protector nominates and appoints Christopher D. Davis, either individually or in his legal capacity as manager of an LLC wholly-owned by the trust to invest and holding certain trust assets, as investment trust adviser (the "Investment Trust Adviser"). Christopher D. Davis, either individually or in his managerial capacity, shall be treated as an

"Investment Trust Adviser" under NRS 163.5543 and as a "Fiduciary" under NRS 163.554.

The Investment Trust Adviser shall have the full power to manage the investments and reinvestments of the trust, including power to purchase, sell, encumber and retain all of the trust assets, power to select one or more investment advisers or managers, including the Directed Trustee, and delegate to such parties any of the powers of the Investment Trust Adviser, and power to exercise voting, subscription, conversion, option and similar rights with respect to such property and to participate in corporate actions including, reorganization, merger dissolution or other action affecting any such property ("Investment Trust Adviser Authority"). Trust Company, as the Directed Trustee, shall act solely on the direction of the Investment Trust Adviser with respect to all matters relating to the management and investment of trust assets and shall have no obligation to investigate or confirm the authenticity of investment directions it receives or the authority of the person or persons conveying them.

The Directed Trustee shall have no authority and shall not interfere with any actions of the Investment Trust Adviser which is within the scope of the Investment Trust Adviser's Authority. With regard to any assets over which the Investment Trust Adviser has investment responsibility and in addition to the Investment Trust Adviser's duties herein, the Investment Trust Adviser shall have the duty (a) to confirm to the Directed Trustee, in writing, the value of such assets at least annually and upon request by the Directed Trustee, (b) to manage or participate in the management of any entity owned by the trust, to the extent such entity's governing instruments or applicable law require the owners to manage the same, (c) to direct the Directed Trustee with respect to making any representation, warranty or covenant required to be made in order to maintain any investment and (d) to direct and instruct the Directed Trustee on the future actions, if any, to be taken with respect to such representations, warrantees and covenants. The powers exercised by the Investment Trust Adviser shall be at the sole discretion of the Investment Trust Adviser, and the Investment Trust Adviser decisions shall be binding on all persons.

THIRD: Appointment of Distribution Trust Adviser; Duties of Distribution Trust Adviser.

The other provisions of my agreement shall control appointment of a Distribution Trust Adviser (the "Distribution Trust Adviser"). My Trust Protector, absent some other appointment, shall be treated as the "Distribution Trust Adviser" under NRS 163.5537 and as a "Fiduciary" under NRS 163.554.

The Distribution Trust Adviser shall exercise all discretion related to all income and principal distributions to or for the benefit of any beneficiaries

of such trust or trusts established hereunder. If the Distribution Trust Adviser determines that such a discretionary distribution of income and/or principal is warranted, the Distribution Trust Adviser shall notify the Directed Trustee in writing and the Directed Trustee shall comply with all such written directions. The Directed Trustee shall have no duty to see to the application of any distributions so directed. The powers exercised by the Distribution Trust Adviser shall be at the sole discretion of the Distribution Trust Adviser, and the Distribution Trust Adviser decisions shall be binding on all persons.

FOURTH: Limitation of Liability of Trust Company, as Directed Trustee; Indemnification of Directed Trustee.

Dunham Trust Company, as the Directed Trustee, shall be treated as an "Excluded Fiduciary" as defined in NRS Section 163.5539. Trust Company, as the Directed Trustee, shall not be liable to any beneficiary of the trust, the Investment Trust Adviser, Distribution Trust Adviser or to any other person including such parties' successors, heirs or assigns, for any act or failure to act by the Investment Trust Adviser and/or the Distribution Trust Adviser, or for acting on a direction of such Trust Advisers or their employees or agents with respect to implementing any such direction or investment, and it shall not be liable for any loss resulting from any action or omission taken by such Trust Advisers, or taken by it in accordance with a direction of the Trust Advisers or their employees or agents. Moreover, the Directed Trustee shall be fully indemnified, including without limitation reasonable attorney's fees and costs, by the trust estate against any claim or demand by any trust beneficiary or trust creditor, the Investment Trust Adviser or Distribution Trust Adviser or such parties' heirs, successors or assigns except for any claim or demand based on the Directed Trustee's own willful misconduct or gross negligence.

FIFTH: Authority to Hire Agents.

The Directed Trustee and the Investment Trust Adviser and Distribution Trust Adviser are authorized to employ such accountants, advisors and other counsel, including but not limited to entities affiliated with the Directed Trustee or such Trust Adviser, and to pay out of income or principal or both the reasonable charges and fees of such agents, advisors and counsel, as it shall in its sole discretion determine.

SIXTH: Power to Employ Custodian; Custodian to Follow Directions Regarding Purchases and Sales.

The Directed Trustee or the Investment Trust Adviser, as the case may be, may employ a custodian to hold the assets of the trust for safekeeping. The Directed Trustee or the Investment Trust Adviser employing such custodian may designate from time to time any person or firm to direct the

custodian as to purchases and sales of trust assets held by the custodian and the custodian shall not be liable for following any such directions. The custodian shall receive reasonable compensation for custodial services performed.

SEVENTH: Successor Directed Trustee.

The above provisions shall apply to any and all successors, assigns, employees, agents, subsidiaries and affiliates of Trust Company. The above provisions also shall apply during such time as any affiliate or subsidiary of The Trust Company is acting as successor Directed Trustee in the same manner as if such successor Directed Trustee were specifically named herein.

EIGHTH: Resignation, Removal, and Replacement.

The other provisions of my agreement with respect to resignation, removal and replacement of trustees shall control the resignation, removal and replacement of a Directed Trustee, Investment Trust Adviser or the Distribution Trust Adviser.

Section 1.02 Contest Provision

This Section of this Amendment applies to the above-named trust and to this Amendment. If any provision of this Section conflicts with any provision of the trust, the provision of this Section will prevail.

If any person attempts to contest or oppose the validity of this trust or any amendment to this trust, or commences, continues, or prosecutes any legal proceedings to set this trust aside, then that person will forfeit his or her share, cease to have any right or interest in the trust property, and will be considered to have predeceased me for purposes of this instrument.

Section 1.03 Effective Date

The provisions of this Amendment are effective immediately after execution with written consent of all beneficiaries then-entitled to receive mandatory or discretionary distributions of net income under the trust.

Section 1.04 Ratification and Confirmation

The Trust Protector confirms all provisions of the trust that are not modified by this Amendment. The Trust Protector certifies that he has read this Amendment to trust, and that it correctly states the changes the Trust Protector desires to make to the trust, and that all required notices and consents have been made and received in writing. The Trust Protector approves this Amendment to the Beatrice B. Davis Family Heritage Trust in all particulars, and requests the Trustee to execute it.

The Trust Protector executed this Amendment on February 24, 2014.

Stephen K. Lehnardt, Trust Protector

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On February 24, 2014, before me personally appeared Stephen K. Lehnardt, as Trust Protector, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County and State on the date first written above.

WENDY RAE FURBECK
Notary Public - Notary Seal
State of Missouri
Commissioned for Platte County
My Commission Expires: June 04, 2016
Commission Number: 12360212

Wendy Rae Furbeck
Notary Public In and For the State of Missouri
My commission expires: June 04, 2016

Dunham Trust Company, Trustee

by: _____
Shanna Coressel, Trust Officer/Trustee

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On ~~February ___, 2014,~~ March 19, 2014 before me personally appeared Shanna Coressel, as Trust Officer/Trustee for Dunham Trust Company, Trustee, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County and State on the date first written above.

LESLIE J. JAMISON
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 05-95817-2 - Expires June 26, 2017

_____
Notary Public In and For the State of Nevada
My commission expires: 6/26/17

ACKNOWLEDGEMENT AND CONSENT OF BENEFICIARY

I, Christopher D. Davis, as a beneficiary entitled to net income of the trust, hereby acknowledge this Amendment and consent to its terms.

IN WITNESS WHEREOF, I have hereunto set my hand effective on the date written below.

Dated this 27 day of February, 2014

by: _____
Christopher D. Davis, Income Beneficiary

ACKNOWLEDGEMENT AND CONSENT OF BENEFICIARY

I, Caroline D. Davis, as a beneficiary entitled to net income of the trust, hereby acknowledge this Amendment and consent to its terms.

IN WITNESS WHEREOF, I have hereunto set my hand effective on the date written below.

Dated this 28 day of February, 2014

by: _____
Caroline D. Davis, Income Beneficiary

ACKNOWLEDGEMENT AND CONSENT OF BENEFICIARY

I, Winfield B. Davis, as a beneficiary entitled to net income of the trust, hereby acknowledge this Amendment and consent to its terms.

IN WITNESS WHEREOF, I have hereunto set my hand effective on the date written below.

Dated this _____ day of February, 2014

by: _____
Winfield B. Davis, Income Beneficiary

by:
Christopher D. Davis, Income Beneficiary

ACKNOWLEDGEMENT AND CONSENT OF BENEFICIARY

I, Caroline D. Davis, as a beneficiary entitled to net income of the trust, hereby acknowledge this Amendment and consent to its terms.

IN WITNESS WHEREOF, I have hereunto set my hand effective on the date written below.

Dated this _____ day of February, 2014

by:
Caroline D. Davis, Income Beneficiary

ACKNOWLEDGEMENT AND CONSENT OF BENEFICIARY

I, Winfield B. Davis, as a beneficiary entitled to net income of the trust, hereby acknowledge this Amendment and consent to its terms.

IN WITNESS WHEREOF, I have hereunto set my hand effective on the date written below.

Dated this _____ day of February, 2014

by:
Winfield B. Davis, Income Beneficiary



LEHNARDT & LEHNARDT LLC
ATTORNEYS AND COUNSELORS AT LAW

DETLEF G. LEHNARDT *
STEPHEN K. LEHNARDT ^
MARK B. LEHNARDT +
AARON J. MCCARTER ±

* Admitted in Missouri, New York and Utah
^ Admitted in Missouri and Kansas
+ Admitted in Missouri, Colorado, Utah and Wyoming
± Admitted in Missouri.

20 WESTWOODS DRIVE
LIBERTY, MISSOURI 64068
TELEPHONE: (816) 407-1400
FACSIMILE: (816) 407-9088

NEW YORK OFFICE:
THE GRAYBAR BUILDING
420 LEXINGTON AVE, SUITE 2656
NEW YORK, NEW YORK 10170

KANSAS OFFICE:
7300 W. 110TH ST, 7TH FLOOR
OVERLAND PARK, KANSAS 66210

www.lehnardt.com

writer's email: stephen@lehnardt.com

February 24, 2014

By email
Christopher D. Davis
Caroline D. Davis
Winfield B. Davis

Re: Distribution Trust Advisor

Dear Trust Beneficiaries:

In the February 24, 2014 Amendment to the Beatrice B. Davis Family Heritage Trust, dated July 8th, 2000 (the "Trust") I was named as the Distribution Trust Advisor to the Trust, and will serve until such time as I resign are am removed or replaced.

At such times as I may be required to take any action in my capacity as Distribution Trust Advisor, I shall exercise the powers granted to the Distribution Trust Advisor as contained in the trust amendment and as set forth in NV Rev Stat § 163.5557 (2013).

Accordingly, when acting in my capacity as Distribution Trust Advisor, I will not be acting in any other attorney-client, representative, legal, or other capacity. Please acknowledge your receipt and understanding of this letter by signing below where indicated.

Sincerely,

Stephen K. Lehnardt

Christopher D. Davis

Caroline D. Dais

Winfield B. Davis

EXHIBIT F

EXHIBIT F

SOLOMON | DWIGGINS | FREER LTD
TRUST AND ESTATE ATTORNEYS

Mark A. Solomon
Dana A. Dwiggins
Alan D. Freer
Brian K. Steadman
Steven B. Hollingworth
Brian P. Eagan
Jeffrey P. Luszeck

Cheyenne West Professional Centré
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

Telephone: 702.853.5483
Facsimile: 702.853.5485

Ross B. Evans
Jordanna L. Evans
Alexander G. LeVeque
Joshua M. Hood
*Christopher J. Fowler

*Licensed only in Florida

Direct Dial (702) 589-3500
Email msolomon@sdfnvlaw.com

May 11, 2015

Via Hand Delivery
The Honorable Gloria J. Sturman
Regional Justice Center
Dept. XXVI, Courtroom 3H
200 Lewis Avenue
Las Vegas, Nevada 89155

RE: The Beatrice B. Davis Family Heritage Trust
Case No. P-15-083867-T
Hearing Date: April 22, 2015

Dear Judge Sturman:

Since the hearing on the above-referenced matter, we prepared and submitted the *Order Granting In Part And Denying In Part Petition To Assume Jurisdiction Over The Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, As Amended On February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis As Investment Trust Advisor And Stephen K. Lehnardt As Distribution Trust Advisor; To Confirm Dunham Trust Company As Directed Trustee; and For Immediate Disclosure Of Documents And Information From Christopher D. Davis And Order Denying Christopher D. Davis' Motion To Dismiss Pursuant To NRCP 12(b) And NRCP 19* (the "Order") to all counsel who appeared at the hearing on April 24, 2015. A copy of the Order is enclosed herewith for your review. On April 29, 2015, Anthony L. Barney, Esq. ("Mr. Barney"), counsel for Christopher D. Davis ("Mr. Davis"), provided a competing order on behalf of remaining parties and their respective counsel (the "Competing Order").

The Competing Order provided by Mr. Barney attempts to limits this Court's ruling by picking and choosing preferential statements from the hearing transcript, and including such preferential statements, which are taken out of context, in the Competing Order. For example, during the hearing, Mark A. Solomon, Esq. ("Mr. Solomon"), counsel for Caroline D. Davis ("Mrs. Davis"), informed the Court that Mr. Davis was and is serving as the Investment Trust Advisor of the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended on February 14, 2014 (the "Trust") in his individual capacity ***and*** **as manager of FHT Holdings, LLC**, an entity wholly owned by the Trust. In her petition, Mrs. Davis specifically requested

certain information and documentation from Mr. Davis in his capacity as Investment Trust Advisor and in his capacity as the manager of FHT Holdings, LLC. As part of Mr. Barney's Competing Order, Mr. Barney attempts to limit the information requested to information in Mr. Davis' possession in his capacity as Investment Trust Advisor only. Mr. Barney attempts to substantiate such limitation by selecting particular language from the transcript, without taking into account any of the prior arguments of counsel or statements by the Court. It is well established that an individual serving as a fiduciary of a trust **and** as the manager of an entity owned by such trust cannot simply "switch hats", and subsequently claim that he or she has information and documents in one capacity, but not in the other capacity. Indeed, even when acting in his or her individual capacity, a fiduciary is required to disclose any and all information that may affect the beneficiaries of a trust. *See, e.g.* Blue Chip Emerald LLC, A.D.2d 278, 279 N.Y. 2008) "[w]hen a fiduciary, in furtherance of its individual interest, deals with the beneficiary in a matter relating to the fiduciary relationship, the fiduciary is strictly obligated to make full disclosure of all material facts." (referencing Brinbaum v. Brinbaum 73 N.Y.2d 461, 539 N.E.2d 574 (N.Y. 1989)). As such, any information or documentation Mr. Davis has in his possession as Manager of FHT Holding, LLC or individually, he also has in his possession as Investment Trust Advisor, and, therefore, he must be required to produce it.

Additionally, Mr. Barney attempts to limit the disclosure to "information" that is in Mr. Davis' "possession". Again, Mr. Barney pinpointed a specific statement from the transcript, which was taken out of context, to limit this Court's ruling. To suggest that the ruling by this Court limited Mr. Davis' duty to only produce "information" in his "possession" is absurd. Such a ruling would be tantamount to denying Mrs. Davis' request in its entirety as Mr. Davis could essentially argue that he has no "information" and/or documentation in his "possession", when in fact such information and documentation is clearly in his custody or control. As such, this Court should require Mr. Davis to disclose any and all information and documentation in his possession, custody or control. Based on the foregoing, Mrs. Davis respectfully requests that that this Court enter the enclosed Order as we believe it accurately captures and reflects this Court's ruling.

Thank you,

Mark A. Solomon

MAS/
Enclosure: (As Stated)
cc: Charlene N. Renwick, Esq.; Harriet H. Roland, Esq.; Jonathan W. Barlow, Esq.; and Anthony L. Barney, Esq.

ORDR
Mark A. Solomon, Esq.
Nevada Bar No. 418
msolomon@sdfnvlaw.com
Joshua M. Hood, Esq.
Nevada Bar No. 12777
jhood@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485

Attorneys for Caroline Davis, Petitioner

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of: The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014	Case No.: P-15-083867-T Dept.: Probate (26) Hearing Date: April 22, 2015 Hearing Time: 9:00 A.M.

ORDER GRANTING IN PART AND DENYING IN PART PETITION TO ASSUME JURISDICTION OVER THE BEATRICE B. DAVIS FAMILY HERITAGE TRUST, DATED JULY 28, 2000, AS AMENDED ON FEBRUARY 24, 2014; TO ASSUME JURISDICTION OVER CHRISTOPHER D. DAVIS AS INVESTMENT TRUST ADVISOR AND STEPHEN K. LEHNARDT AS DISTRIBUTION TRUST ADVISOR; TO CONFIRM DUNHAM TRUST COMPANY AS DIRECTED TRUSTEE; AND FOR IMMEDIATE DISCLOSURE OF DOCUMENTS AND INFORMATION FROM CHRISTOPHER D. DAVIS
AND
ORDER DENYING CHRISTOPHER D. DAVIS' MOTION TO DISMISS PURSUANT TO NRCP 12(b) AND NRCP 19

This matter came on for hearing on April 22, 2015 on Caroline D. Davis' PETITION TO ASSUME JURISDICTION OVER THE BEATRICE B. DAVIS FAMILY HERITAGE TRUST, DATED JULY 28, 2000, AS AMENDED ON FEBRUARY 24, 2014; TO ASSUME JURISDICTION OVER CHRISTOPHER D. DAVIS AS INVESTMENT TRUST ADVISOR AND STEPHEN K. LEHNARDT AS DISTRIBUTION TRUST ADVISOR; TO CONFIRM DUNHAM TRUST COMPANY AS DIRECTED TRUSTEE; AND FOR IMMEDIATE DISCLOSURE OF DOCUMENTS AND INFORMATION FROM CHRISTOPHER D. DAVIS

SOLOMON DWIGGINS & FREER
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
TRUST AND ESTATE ATTORNEYS

(the "PETITION"; Christopher D. Davis' MOTION TO DISMISS PURSUANT TO NRCP 12(b) AND NRCP 19 (the "MOTION TO DISMISS"), and Stephen K. Lehnardt's OPPOSITION TO PETITION AND LIMITED JOINDER TO THE MOTION TO DISMISS. Counsel for Caroline D. Davis, Mark A. Solomon, Esq. and Joshua M. Hood, Esq.; counsel for Christopher D. Davis, Anthony L. Barney, Esq.; counsel for Stephen K. Lehnardt, Jonathan W. Barlow, Esq.; and counsel for Dunham Trust Company, Charlene N. Renwick, Esq. were present.

The Court having reviewed the pleadings, examined the evidence, and heard the arguments of counsel, and for good cause appearing makes the following Findings and Orders:

FINDINGS

1. Due and legal notice of the time and place of the hearing has been given in this matter as required by law.

2. Pursuant to Article 14, Section 6 of the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000 (the "Trust"), on or about February 24, 2014, Stephen K. Lehnardt ("Mr. Lehnardt"), as Trust Protector, purported to change the situs of the Trust from Alaska to Nevada, and upon such change of situs, to amend the Trust to conform to the laws Nevada. This action was memorialized in the First Amendment to the Beatrice B. Davis Family Heritage Trust, dated February 24, 2014 (the "First Amendment") Christopher D. Davis ("Mr. Davis") expressly consented to the terms of the First Amendment.

3. The First Amendment nominates and appoints Mr. Davis as Investment Trust Advisor pursuant to NRS 163.5543 and as a Fiduciary pursuant to NRS 163.554, and Mr. Davis accepted such appointment as Investment Trust Advisor.

4. The First Amendment further nominates and appoints Mr. Lehnardt as Distribution Trust Advisor pursuant to NRS 163.5537 and as a Fiduciary pursuant to NRS 163.554, and Mr. Lehnardt accepted such appointment as Distribution Trust Advisor.

5. The First Amendment further nominates and appoints Dunham Trust Company ("Dunham") as Directed Trustee, and Dunham accepted such appointed as Directed Trustee.

///

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

6. Dunham and Mr. Davis relied upon such appointments and authority bestowed upon them pursuant to the First Amendment, and Dunham and Mr. Davis further acted upon such reliance in the exercise of their authority pursuant to the First Amendment.

7. Notwithstanding Mr. Davis' unsupported objection as to the validity of the First Amendment, after all beneficiaries of the Trust received proper notice of the PETITION, no objections were made by any other beneficiary or purported beneficiary concerning the validity of the First Amendment, nor were any objections received as to the authority exercised by Mr. Davis, Mr. Lehnardt, and/or Dunham pursuant to the First Amendment.

8. Because Mr. Davis, Mr. Lehnardt, and/or Dunham have acted pursuant to such authority provided under the First Amendment, the Court can assume jurisdiction over the Trust as a proceeding *in rem*.

9. Because Mr. Davis has accepted appointment as the Investment Trust Advisor and has acted pursuant to such appointment, the Court may properly assume jurisdiction over Mr. Davis, and order him to perform any actions necessary to comply with the relief requested in the PETITION.

10. Because Mr. Davis has exercised his authority as Investment Trust Advisor, is a Fiduciary pursuant to NRS 163.554, has submitted to the jurisdiction of this Court pursuant NRS 163.5555, and has within his possession, custody, or control certain information and documents requested in the PETITION, Mr. Davis is required to disclose such information to Petitioner pursuant to Article 12, Section 4 of the Trust.

11. Because Dunham has accepted appointed as the Directed Trustee and has acted pursuant to such appointment, the Court may properly confirm Dunham, as Directed Trustee

12. Until such time as a demand or claim for relief is made against Mr. Lehnardt in his capacity as Distribution Trust Advisor, the Court need not assume personal jurisdiction over Mr. Lehnardt; however, Caroline D. Davis may provide a more definite statement or otherwise assert a demand or claim for relief against Mr. Lehnardt, at which time the Court may assume personal jurisdiction over him.

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

13. The Motion To Dismiss should be denied, but without prejudice to any claim by Mr. Davis that the First Amendment is invalid.

ORDER

IT IS HEREBY ORDERED that the Court assumes jurisdiction over the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended on February 24, 2014 (the "Trust"), as a proceeding *in rem*.

IT IS HEREBY FURTHER ORDERED that Dunham Trust Company ("Dunham") is confirmed as the Directed Trustee of the Trust.

IT IS HEREBY FURTHER ORDERED that the Court shall abstain from assuming jurisdiction over Stephen K. Lehnardt ("Mr. Lehnardt"), in his capacity as Distribution Trust Advisor, until such time that Petitioner provides a more definite statement or otherwise asserts a demand or claim for relief against Mr. Lehnardt, in his capacity as Distribution Trust Advisor, at which time this Court may assume personal jurisdiction over him.

IT IS HEREBY FURTHER ORDERED that Christopher D. Davis ("Mr. Davis") is confirmed as the Investment Trust Advisor.

IT IS HEREBY FURTHER ORDRED that Mr. Davis shall forthwith produce to counsel for Petitioner any and all information and documentation in his possession, custody or control related to any and all loans taken from the Trust, including, but not limited to those showing or relating to:

(a) the purpose of each loan;

(b) who received the loan proceeds or the benefit of such loan proceeds;

(c) how the loan proceeds were used;

(d) the repayment terms for each loan and whether any repayment was made;

(e) any and all collateral agreements related to any and all loans; and

(f) any and all loan agreements and/or promissory notes for any and all loans;

IT IS HEREBY FURTHER ORDERED all further matters will be heard by the probate judge.

SOLOMON DWIGGINS & FREER
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
TRUST AND ESTATE ATTORNEYS

IT IS HEREBY FURTHER ORDERED that Christopher D. Davis' Motion To Dismiss Pursuant to NRCP 12(b) And NRCP 19 is hereby denied, but without prejudice to the claim by Mr. Davis that the First Amendment to the Beatrice B. Davis Family Heritage Trust, dated February 24, 2014 is invalid.

Dated this ___ day of May, 2015.

DISTRICT COURT JUDGE

Prepared and submitted by:

SOLOMON DWIGGINS & FREER, LTD.

Mark A. Solomon, Esq. (Bar No. 0418)
Joshua M. Hood, Esq. (Bar No. 12777)
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: (702) 853-5483
Facsimile: (702) 853-5485
Attorneys for Caroline D. Davis

Approved as to Form and Content:

LEE HERNANDEZ LANDRUM & GAROFALO

Charlene N. Renwick, Esq. (Bar No. 10165)
7575 Vegas Drive, Ste. 150
Las Vegas, Nevada 89128
Telephone: (702) 880-9750
Facsimile: (702) 314-1210
Attorney for Dunham Trust Company

Approved as to Form and Content:

CLEAR COUNSEL LAW GROUP

Jonathan W. Barlow, Esq. (Bar No. 9964)
50 South Stephanie Street, Ste. 101
Henderson, Nevada 89102
Telephone: (702) 476-5900
Facsimile: (702) 924-0709
Attorney for Stephen K. Lehnardt

Approved as to Form and Content:

Harriet H. Roland, Esq. (Bar No. 5471)
ROLAND LAW FIRM
2470 East Saint Rose Parkway, Ste. 105
Henderson, Nevada 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903

ANTHONY L. BARNEY, LTD.

Anthony L. Barney, Esq. (Bar No. 8366)
Tiffany S. Barney, Esq. (Bar No. 9754)
3317 West Charleston Boulevard, Ste. B
Las Vegas, Nevada 89102
Telephone: (702) 438-7878
Facsimile: (702) 259-1116
Attorneys for Christopher D. Davis

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

EXHIBIT G

EXHIBIT G

Renee Guastaferro

From: Renee Guastaferro
Sent: Tuesday, May 12, 2015 9:57 AM
To: abarney@anthonybarney.com; crenwick@lee-lawfirm.com; hroland@rolandlawfirm.com
Cc: jonathan@clearcounsel.com; Joshua M. Hood
Subject: In the Matter of the Beatrice B. Davis Family Heritage Trust
Attachments: 2015-05-11 ltr and Order to Judge Sturman.pdf

Dear All: Please find attached correspondence and the Order that was submitted to Judge Sturman. Thank you,

Renee Guastaferro, Legal Assistant
SOLOMON DWIGGINS & FREER, LTD.
Cheyenne West Professional Center | 9060 W. Cheyenne Avenue | Las Vegas, NV 89129
Direct: 702.589.3524 | Office: 702.853.5483 |
Facsimile: 702.853.5485
Email: rguastaferro@sdfnvlaw.com | Website: www.sdfnvlaw.com
www.facebook.com/sdfnvlaw
www.linkedin.com/company/solomon-dwiggins-&-freer-ltd-

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

Please consider the environment before printing this email.

This message contains confidential information and may also contain information subject to the attorney client privilege or the attorney work product rules. If you are not the intended recipient, please delete the message and contact Solomon Dwiggins & Freer, Ltd. at 702-853-5483. Any disclosure, copying, distribution, reliance on or use of the contents of this message by anyone other than the intended recipient is prohibited.

SOLOMON | DWIGGINS | FREER LTD
TRUST AND ESTATE ATTORNEYS

Mark A. Solomon
Dana A. Dwiggins
Alan D. Freer
Brian K. Steadman
Steven B. Hollingworth
Brian P. Eagan
Jeffrey P. Luszeck

Cheyenne West Professional Centre
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

Telephone: 702.853.5483
Facsimile: 702.853.5485

Ross B. Evans
Jordanna L. Evans
Alexander G. LeVeque
Joshua M. Hood
*Christopher J. Fowler

*Licensed only in Florida

Direct Dial (702) 589-3500
Email msolomon@sdfnvlaw.com

May 11, 2015

Via Hand Delivery
The Honorable Gloria J. Sturman
Regional Justice Center
Dept. XXVI, Courtroom 3H
200 Lewis Avenue
Las Vegas, Nevada 89155

RE: The Beatrice B. Davis Family Heritage Trust
Case No. P-15-083867-T
Hearing Date: April 22, 2015

Dear Judge Sturman:

Since the hearing on the above-referenced matter, we prepared and submitted the *Order Granting In Part And Denying In Part Petition To Assume Jurisdiction Over The Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, As Amended On February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis As Investment Trust Advisor And Stephen K. Lehnardt As Distribution Trust Advisor; To Confirm Dunham Trust Company As Directed Trustee; and For Immediate Disclosure Of Documents And Information From Christopher D. Davis And Order Denying Christopher D. Davis' Motion To Dismiss Pursuant To NRCP 12(b) And NRCP 19* (the "Order") to all counsel who appeared at the hearing on April 24, 2015. A copy of the Order is enclosed herewith for your review. On April 29, 2015, Anthony L. Barney, Esq. ("Mr. Barney"), counsel for Christopher D. Davis ("Mr. Davis"), provided a competing order on behalf of remaining parties and their respective counsel (the "Competing Order").

The Competing Order provided by Mr. Barney attempts to limits this Court's ruling by picking and choosing preferential statements from the hearing transcript, and including such preferential statements, which are taken out of context, in the Competing Order. For example, during the hearing, Mark A. Solomon, Esq. ("Mr. Solomon"), counsel for Caroline D. Davis ("Mrs. Davis"), informed the Court that Mr. Davis was and is serving as the Investment Trust Advisor of the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended on February 14, 2014 (the "Trust") in his individual capacity ***and*** **as manager of FHT Holdings, LLC**, an entity wholly owned by the Trust. In her petition, Mrs. Davis specifically requested

certain information and documentation from Mr. Davis in his capacity as Investment Trust Advisor and in his capacity as the manager of FHT Holdings, LLC. As part of Mr. Barney's Competing Order, Mr. Barney attempts to limit the information requested to information in Mr. Davis' possession in his capacity as Investment Trust Advisor only. Mr. Barney attempts to substantiate such limitation by selecting particular language from the transcript, without taking into account any of the prior arguments of counsel or statements by the Court. It is well established that an individual serving as a fiduciary of a trust **and** as the manager of an entity owned by such trust cannot simply "switch hats", and subsequently claim that he or she has information and documents in one capacity, but not in the other capacity. Indeed, even when acting in his or her individual capacity, a fiduciary is required to disclose any and all information that may affect the beneficiaries of a trust. *See, e.g.* Blue Chip Emerald LLC, A.D.2d 278, 279 N.Y. 2008) "[w]hen a fiduciary, in furtherance of its individual interest, deals with the beneficiary in a matter relating to the fiduciary relationship, the fiduciary is strictly obligated to make full disclosure of all material facts." (referencing Brinbaum v. Brinbaum 73 N.Y.2d 461, 539 N.E.2d 574 (N.Y. 1989)). As such, any information or documentation Mr. Davis has in his possession as Manager of FHT Holding, LLC or individually, he also has in his possession as Investment Trust Advisor, and, therefore, he must be required to produce it.

Additionally, Mr. Barney attempts to limit the disclosure to "information" that is in Mr. Davis' "possession". Again, Mr. Barney pinpointed a specific statement from the transcript, which was taken out of context, to limit this Court's ruling. To suggest that the ruling by this Court limited Mr. Davis' duty to only produce "information" in his "possession" is absurd. Such a ruling would be tantamount to denying Mrs. Davis' request in its entirety as Mr. Davis could essentially argue that he has no "information" and/or documentation in his "possession", when in fact such information and documentation is clearly in his custody or control. As such, this Court should require Mr. Davis to disclose any and all information and documentation in his possession, custody or control. Based on the foregoing, Mrs. Davis respectfully requests that that this Court enter the enclosed Order as we believe it accurately captures and reflects this Court's ruling.

Thank you,

Mark A. Solomon

MAS/
Enclosure: (As Stated)
cc: Charlene N. Renwick, Esq.; Harriet H. Roland, Esq.; Jonathan W. Barlow, Esq.; and Anthony L. Barney, Esq.

ORDR
Mark A. Solomon, Esq.
Nevada Bar No. 418
msolomon@sdfnvlaw.com
Joshua M. Hood, Esq.
Nevada Bar No. 12777
jhood@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485

Attorneys for Caroline Davis, Petitioner

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of: The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014	Case No.: P-15-083867-T Dept.: Probate (26) Hearing Date: April 22, 2015 Hearing Time: 9:00 A.M.

ORDER GRANTING IN PART AND DENYING IN PART PETITION TO ASSUME JURISDICTION OVER THE BEATRICE B. DAVIS FAMILY HERITAGE TRUST, DATED JULY 28, 2000, AS AMENDED ON FEBRUARY 24, 2014; TO ASSUME JURISDICTION OVER CHRISTOPHER D. DAVIS AS INVESTMENT TRUST ADVISOR AND STEPHEN K. LEHNARDT AS DISTRIBUTION TRUST ADVISOR; TO CONFIRM DUNHAM TRUST COMPANY AS DIRECTED TRUSTEE; AND FOR IMMEDIATE DISCLOSURE OF DOCUMENTS AND INFORMATION FROM CHRISTOPHER D. DAVIS
AND
ORDER DENYING CHRISTOPHER D. DAVIS' MOTION TO DISMISS PURSUANT TO NRCP 12(b) AND NRCP 19

This matter came on for hearing on April 22, 2015 on Caroline D. Davis' PETITION TO ASSUME JURISDICTION OVER THE BEATRICE B. DAVIS FAMILY HERITAGE TRUST, DATED JULY 28, 2000, AS AMENDED ON FEBRUARY 24, 2014; TO ASSUME JURISDICTION OVER CHRISTOPHER D. DAVIS AS INVESTMENT TRUST ADVISOR AND STEPHEN K. LEHNARDT AS DISTRIBUTION TRUST ADVISOR; TO CONFIRM DUNHAM TRUST COMPANY AS DIRECTED TRUSTEE; AND FOR IMMEDIATE DISCLOSURE OF DOCUMENTS AND INFORMATION FROM CHRISTOPHER D. DAVIS

SOLOMON DWIGGINS & FREER | 9060 WEST CHEYENNE AVENUE LAS VEGAS, NEVADA 89129 TELEPHONE (702) 853-5483 FACSIMILE (702) 853-5485 WWW.SDFNVLAW.COM TRUST AND ESTATE ATTORNEYS

(the "PETITION"; Christopher D. Davis' MOTION TO DISMISS PURSUANT TO NRCP 12(b) AND NRCP 19 (the "MOTION TO DISMISS"), and Stephen K. Lehnardt's OPPOSITION TO PETITION AND LIMITED JOINDER TO THE MOTION TO DISMISS. Counsel for Caroline D. Davis, Mark A. Solomon, Esq. and Joshua M. Hood, Esq.; counsel for Christopher D. Davis, Anthony L. Barney, Esq.; counsel for Stephen K. Lehnardt, Jonathan W. Barlow, Esq.; and counsel for Dunham Trust Company, Charlene N. Renwick, Esq. were present.

The Court having reviewed the pleadings, examined the evidence, and heard the arguments of counsel, and for good cause appearing makes the following Findings and Orders:

FINDINGS

1. Due and legal notice of the time and place of the hearing has been given in this matter as required by law.

2. Pursuant to Article 14, Section 6 of the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000 (the "Trust"), on or about February 24, 2014, Stephen K. Lehnardt ("Mr. Lehnardt"), as Trust Protector, purported to change the situs of the Trust from Alaska to Nevada, and upon such change of situs, to amend the Trust to conform to the laws Nevada. This action was memorialized in the First Amendment to the Beatrice B. Davis Family Heritage Trust, dated February 24, 2014 (the "First Amendment") Christopher D. Davis ("Mr. Davis") expressly consented to the terms of the First Amendment.

3. The First Amendment nominates and appoints Mr. Davis as Investment Trust Advisor pursuant to NRS 163.5543 and as a Fiduciary pursuant to NRS 163.554, and Mr. Davis accepted such appointment as Investment Trust Advisor.

4. The First Amendment further nominates and appoints Mr. Lehnardt as Distribution Trust Advisor pursuant to NRS 163.5537 and as a Fiduciary pursuant to NRS 163.554, and Mr. Lehnardt accepted such appointment as Distribution Trust Advisor.

5. The First Amendment further nominates and appoints Dunham Trust Company ("Dunham") as Directed Trustee, and Dunham accepted such appointed as Directed Trustee.

///

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

6. Dunham and Mr. Davis relied upon such appointments and authority bestowed upon them pursuant to the First Amendment, and Dunham and Mr. Davis further acted upon such reliance in the exercise of their authority pursuant to the First Amendment.

7. Notwithstanding Mr. Davis' unsupported objection as to the validity of the First Amendment, after all beneficiaries of the Trust received proper notice of the PETITION, no objections were made by any other beneficiary or purported beneficiary concerning the validity of the First Amendment, nor were any objections received as to the authority exercised by Mr. Davis, Mr. Lehnardt, and/or Dunham pursuant to the First Amendment.

8. Because Mr. Davis, Mr. Lehnardt, and/or Dunham have acted pursuant to such authority provided under the First Amendment, the Court can assume jurisdiction over the Trust as a proceeding *in rem*.

9. Because Mr. Davis has accepted appointment as the Investment Trust Advisor and has acted pursuant to such appointment, the Court may properly assume jurisdiction over Mr. Davis, and order him to perform any actions necessary to comply with the relief requested in the PETITION.

10. Because Mr. Davis has exercised his authority as Investment Trust Advisor, is a Fiduciary pursuant to NRS 163.554, has submitted to the jurisdiction of this Court pursuant NRS 163.5555, and has within his possession, custody, or control certain information and documents requested in the PETITION, Mr. Davis is required to disclose such information to Petitioner pursuant to Article 12, Section 4 of the Trust.

11. Because Dunham has accepted appointed as the Directed Trustee and has acted pursuant to such appointment, the Court may properly confirm Dunham, as Directed Trustee

12. Until such time as a demand or claim for relief is made against Mr. Lehnardt in his capacity as Distribution Trust Advisor, the Court need not assume personal jurisdiction over Mr. Lehnardt; however, Caroline D. Davis may provide a more definite statement or otherwise assert a demand or claim for relief against Mr. Lehnardt, at which time the Court may assume personal jurisdiction over him.

SOLOMON | DWIGGINS & FRERER | TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

13. The Motion To Dismiss should be denied, but without prejudice to any claim by Mr. Davis that the First Amendment is invalid.

ORDER

IT IS HEREBY ORDERED that the Court assumes jurisdiction over the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended on February 24, 2014 (the "Trust"), as a proceeding *in rem*.

IT IS HEREBY FURTHER ORDERED that Dunham Trust Company ("Dunham") is confirmed as the Directed Trustee of the Trust.

IT IS HEREBY FURTHER ORDERED that the Court shall abstain from assuming jurisdiction over Stephen K. Lehnardt ("Mr. Lehnardt"), in his capacity as Distribution Trust Advisor, until such time that Petitioner provides a more definite statement or otherwise asserts a demand or claim for relief against Mr. Lehnardt, in his capacity as Distribution Trust Advisor, at which time this Court may assume personal jurisdiction over him.

IT IS HEREBY FURTHER ORDERED that Christopher D. Davis ("Mr. Davis") is confirmed as the Investment Trust Advisor.

IT IS HEREBY FURTHER ORDRED that Mr. Davis shall forthwith produce to counsel for Petitioner any and all information and documentation in his possession, custody or control related to any and all loans taken from the Trust, including, but not limited to those showing or relating to:

(a) the purpose of each loan;

(b) who received the loan proceeds or the benefit of such loan proceeds;

(c) how the loan proceeds were used;

(d) the repayment terms for each loan and whether any repayment was made;

(e) any and all collateral agreements related to any and all loans; and

(f) any and all loan agreements and/or promissory notes for any and all loans;

IT IS HEREBY FURTHER ORDERED all further matters will be heard by the probate judge.

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

IT IS HEREBY FURTHER ORDERED that Christopher D. Davis' Motion To Dismiss Pursuant to NRCP 12(b) And NRCP 19 is hereby denied, but without prejudice to the claim by Mr. Davis that the First Amendment to the Beatrice B. Davis Family Heritage Trust, dated February 24, 2014 is invalid.

Dated this ___ day of May, 2015.

DISTRICT COURT JUDGE

Prepared and submitted by:

SOLOMON DWIGGINS & FREER, LTD.

Mark A. Solomon, Esq. (Bar No. 0418)
Joshua M. Hood, Esq. (Bar No. 12777)
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: (702) 853-5483
Facsimile: (702) 853-5485
Attorneys for Caroline D. Davis

Approved as to Form and Content:

LEE HERNANDEZ LANDRUM & GAROFALO

Charlene N. Renwick, Esq. (Bar No. 10165)
7575 Vegas Drive, Ste. 150
Las Vegas, Nevada 89128
Telephone: (702) 880-9750
Facsimile: (702) 314-1210
Attorney for Dunham Trust Company

Approved as to Form and Content:

CLEAR COUNSEL LAW GROUP

Jonathan W. Barlow, Esq. (Bar No. 9964)
50 South Stephanie Street, Ste. 101
Henderson, Nevada 89102
Telephone: (702) 476-5900
Facsimile: (702) 924-0709
Attorney for Stephen K. Lehnardt

Approved as to Form and Content:

Harriet H. Roland, Esq. (Bar No. 5471)
ROLAND LAW FIRM
2470 East Saint Rose Parkway, Ste. 105
Henderson, Nevada 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903

ANTHONY L. BARNEY, LTD.

Anthony L. Barney, Esq. (Bar No. 8366)
Tiffany S. Barney, Esq. (Bar No. 9754)
3317 West Charleston Boulevard, Ste. B
Las Vegas, Nevada 89102
Telephone: (702) 438-7878
Facsimile: (702) 259-1116
Attorneys for Christopher D. Davis

SOLOMON DWIGGINS & FREER ■ TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

EXHIBIT H

EXHIBIT H

SOLOMON | DWIGGINS | FREER LTD
TRUST AND ESTATE ATTORNEYS

Mark A. Solomon
Dana A. Dwiggins
Alan D. Freer
Brian K. Steadman
Steven E. Hollingworth
Brian P. Eagan
Jeffrey P. Luszeck

Cheyenne West Professional Centré
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

Telephone: 702.853.5483
Facsimile: 702.853.5485

Ross E. Evans
Jordanna L. Evans
Alexander G. LeVeque
Joshua M. Hood
*Christopher J. Fowler

*Licensed only in Florida

Direct Dial (702) 589-3500
Email msolomon@sdfnvlaw.com

May 12, 2015

Via email to Navarar@clarkcountycourts.us
The Honorable Gloria J. Sturman
Regional Justice Center
Dept. XXVI, Courtroom 3H
200 Lewis Avenue
Las Vegas, Nevada 89155

RE: The Beatrice B. Davis Family Heritage Trust
Case No. P-15-083867-T
Hearing Date: April 22, 2015

Dear Judge Sturman:

In the late afternoon of May 11, 2015, this office hand delivered a correspondence concerning Caroline D. Davis' ("Ms. Davis") proposed *Order Granting In Part And Denying In Part Petition To Assume Jurisdiction Over The Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, As Amended On February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis As Investment Trust Advisor And Stephen K. Lehnardt As Distribution Trust Advisor; To Confirm Dunham Trust Company As Directed Trustee; and For Immediate Disclosure Of Documents And Information From Christopher D. Davis And Order Denying Christopher D. Davis' Motion To Dismiss Pursuant To NRCP 12(b) And NRCP 19* (the "Order"). The May 11, 2015 correspondence outlined the Order submitted by Ms. Davis, the Competing Order proposed to be submitted by Christopher D. Davis ("Mr. Davis"), and Ms. Davis' position as to why this Court should enter the Order enclosed with said correspondence.

While the May 11, 2015 correspondence indicates that Charlene N. Renwick, Esq.; Harriet H. Roland, Esq.; Jonathan W. Barlow, Esq.; and Anthony L. Barney, Esq. (collectively referred to as "Counsel") were provided a carbon copy of the same, it came to my attention that my associate's secretary inadvertently failed to dispatch such carbon copy to Counsel until today, May 12, 2015, at 9:57 a.m. A copy of the email to Counsel is enclosed. The secretary has been reprimanded, and we will take measures to ensure such an oversight will not occur again.

The Honorable Gloria J. Sturman
RE: The Beatrice B. Davis Family Heritage Trust
Case No. P-15-083867-T
Hearing Date: April 22, 2015
Page 2
May 12, 2015

I apologize for any inconvenience this may have caused. Should you have any questions or concerns, please do not hesitate to contact me.

Thank you,

Mark A. Solomon

MAS/
Enclosure: (As Stated)
cc: Charlene N. Renwick, Esq.; Harriet H. Roland, Esq.; Jonathan W. Barlow, Esq.; and Anthony L. Barney, Esq.

Renee Guastaferro

From:	Renee Guastaferro
Sent:	Tuesday, May 12, 2015 9:57 AM
To:	abarney@anthonybarney.com; crenwick@lee-lawfirm.com; hroland@rolandlawfirm.com
Cc:	'jonathan@clearcounsel.com'; Joshua M. Hood
Subject:	In the Matter of the Beatrice B. Davis Family Heritage Trust
Attachments:	2015-05-11 ltr and Order to Judge Sturman.pdf

Dear All: Please find attached correspondence and the Order that was submitted to Judge Sturman. Thank you,

Renee Guastaferro, Legal Assistant
SOLOMON DWIGGINS & FREER, LTD.
Cheyenne West Professional Center | 9060 W. Cheyenne Avenue | Las Vegas, NV 89129
Direct: 702.589.3524 | Office: 702.853.5483 |
Facsimile: 702.853.5485
Email: rguastaferro@sdfnvlaw.com | Website: www.sdfnvlaw.com
www.facebook.com/sdfnvlaw
www.linkedin.com/company/solomon-dwiggins-&-freer-ltd-

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

Please consider the environment before printing this email.

This message contains confidential information and may also contain information subject to the attorney client privilege or the attorney work product rules. If you are not the intended recipient, please delete the message and contact Solomon Dwiggins & Freer, Ltd. at 702-853-5483. Any disclosure, copying, distribution, reliance on or use of the contents of this message by anyone other than the intended recipient is prohibited.

EXHIBIT I

EXHIBIT I

Anthony L. Barney, M.S., J.D., LL.M.
Attorney at Law
Licensed in Nevada and Idaho

Tiffany S. Barney, J.D.
Attorney at Law
Licensed in Nevada

Mary L. Martell, J.D.
Law Clerk

ANTHONY L. BARNEY, LTD.
A Nevada Professional Law Corporation

3317 W. Charleston Boulevard, Suite B
Las Vegas, Nevada 89102-1835
Receptionist: 702-438-7878
Fax: 702-259-1116

Neva Liebe
Administrative Assistant

Website Address
www.anthonybarney.com

E-mail Address
office@anthonybarney.com

May 12, 2015

Via Hand Delivery

The Honorable Gloria J. Sturman
Regional Justice Center
Dept. XXVI, Courtroom 3H
200 Lewis Avenue
Las Vegas, Nevada 89155

Re: The Beatrice B. Davis Family Heritage Trust
Case No. P-15-083867-T
Hearing Date: April 22, 2015
Court Minutes: April 22, 2015
Date of Transcript: April 28, 2015

Re: The Beatrice B. Davis Family Heritage Trust

Dear Judge Sturman,

Upon receipt of the proposed order from Messrs. Solomon and Hood, it was circulated among all of the parties. A transcript was ordered, and provided to Mr. Hood as a courtesy.[1] He indicated that upon his review of the transcript, he "would get back to [us] immediately with any suggested revisions or comments on the proposed order."[2] Instead, today (May 12, 2015) we received a letter and a signed proposed order from Mr. Solomon via e-mail that had been hand delivered to the Court yesterday (May 11, 2015).

Upon review of yesterday's letter to the Court, Mr. Solomon presents further legal arguments with foreign case law in furtherance of his proposed order. We disagree with his representations, and feel confident that the minute and oral record speaks for itself in this regard. His action is quite unorthodox in the context of the rules of this Court. It is clear that Mr. Solomon is raising new arguments in informal correspondence to this Court that were not raised during the hearing on April 22, 2015. It appears that this is being

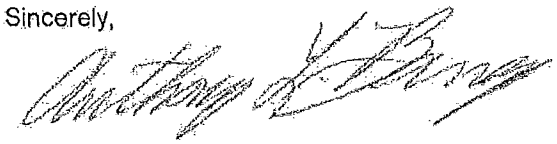
[1] See e-mail to Joshua Hood, Esq. from Anthony L. Barney, Esq. dated May 4, 2015.
[2] See e-mail from Joshua Hood, Esq. to Anthony L. Barney, Esq. dated May 4, 2015.

done to buttress the unsupportable statements that have been included in his proposed order, as there could be no other logical reasoning for such an informal and unnoticed submission.

I respectfully defer to your discretion in this regard, but would request an opportunity to respond with proper notice to these new legal arguments, if necessary, prior to any further action in this regard to avoid any prejudice to the parties.

With the exception of Mr. Solomon, all other legal counsel (including those which did not object to the movant's petition) have signed our proposed order from the hearing on April 22, 2015.[3] In order to be faithful to the Court's direction and record, our order is based upon both this Court's minutes and its transcript.[4] In order to maintain the integrity of the record, our proposed order comes directly from this Court's own written minute and oral records, and we respectfully request that our proposed order be signed by the Court.

Sincerely,



ANTHONY L. BARNEY
Attorney at Law

cc: Mark A. Solomon, Esq. via e-mail at msolomon@sdfnvlaw.com & Joshua M. Hood, Esq. via e-mail at jhood@sdfnvlaw.com; Jonathan W. Barlow, Esq. via e-mail at jonathan@clearcounsel.com; Charlene N. Renwick, Esq. via e-mail at crenwick@lee-lawfirm.com; Department 26 via e-mail at Dept26LC@clarkcountycourts.us.

Attachments: E-mail Correspondence between Parties dated May 4, 2015; Proposed Order signed by Counsel; Proposed Order Drafted From Minutes and Transcript with Citations to Court Transcript.

[3] Proposed Order signed by Counsel.
[4] See Proposed Order Drafted From Minutes and Transcript with Citations to Court Transcript.

E-Mail Dated May 4, 2015

Anthony Barney

From: Joshua M. Hood [jhood@sdfnvlaw.com]
Sent: Monday, May 04, 2015 10:20 AM
To: Anthony L. Barney; crenwick@lee-lawfirm.com; jonathan@clearcounsel.com; abarney@anthonybarney.com; hroland@rolandlawfirm.com
Cc: Mark Solomon; Renee Guastaferro; 'Ioudina, Tamara'; Terri Maxfield
Subject: RE: Beatrice Davis Family Heritage Trust

Thank you for providing this. I'll get back to you all as soon as I can regarding the proposed order.

Sincerely,

Joshua M. Hood

SOLOMON DWIGGINS & FREER, LTD.
Cheyenne West Professional Center | 9060 W. Cheyenne Avenue | Las Vegas, NV 89129
Direct: 702.589.3506 | Office: 702.853.5483
Facsimile: 702.853.5485
Email: jhood@sdfnvlaw.com | Website: www.sdfnvlaw.com
www.facebook.com/sdfnvlaw
www.linkedin.com/company/solomon-dwiggins-&-freer-ltd-

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

Please consider the environment before printing this email.
This message contains confidential information and may also contain information subject to the attorney client privilege or the attorney work product rules. If you are not the intended recipient, please delete the message and contact Solomon Dwiggins & Freer, Ltd. at 702-853-5483. Any disclosure, copying, distribution, reliance on or use of the contents of this message by anyone other than the intended recipient is prohibited.

From: Anthony L. Barney [mailto:anthony@anthonybarney.com]
Sent: Monday, May 04, 2015 10:04 AM
To: Joshua M. Hood; crenwick@lee-lawfirm.com; jonathan@clearcounsel.com; abarney@anthonybarney.com; hroland@rolandlawfirm.com
Cc: Mark Solomon; Renee Guastaferro; 'Ioudina, Tamara'; Terri Maxfield
Subject: RE: Beatrice Davis Family Heritage Trust

Josh,

Here is the transcript that my office already ordered from the court.

Anthony L. Barney, Esq.
ANTHONY L. BARNEY, LTD.
Attorneys and Counselors at Law

5/12/2015

This e-mail message is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This message and any files attached hereto are confidential and are for the sole use of the intended recipient. ***IF YOU ARE NOT THE INTENDED RECIPIENT OF THE MESSAGE, PLEASE NOTIFY THE SENDER IMMEDIATELY BY RETURN E-MAIL OR TELEPHONE (702.438-7878), DELETE THE ORIGINAL MESSAGE INCLUDING ALL ATTACHMENTS, AND DESTROY ALL HARD COPIES. ANY UNAUTHORIZED REVIEW, DISTRIBUTION, DISCLOSURE, COPYING, USE, OR DISSEMINATION, EITHER WHOLE OR IN PART, IS STRICTLY PROHIBITED.*** If you are the intended recipient, please be aware that since e-mails can be altered electronically, the integrity of this communication cannot be guaranteed without using digital signatures or encryption. The attorney-client privilege may apply to this message, but such privilege may be lost if it is shared with someone other than an employee of Anthony L. Barney, Ltd. or of another attorney or law firm who represents you.

From: Joshua M. Hood [mailto:jhood@sdfnvlaw.com]
Sent: Monday, May 04, 2015 9:42 AM
To: Anthony L. Barney; crenwick@lee-lawfirm.com; jonathan@clearcounsel.com; abarney@anthonybarney.com; hroland@rolandlawfirm.com
Cc: Mark Solomon; Renee Guastaferro; 'Ioudina, Tamara'; Terri Maxfield
Subject: RE: Beatrice Davis Family Heritage Trust

All:

I just wanted to touch base with you all to inform you that I am in the process of obtaining transcript and 4/22/15 hearing video to review the same in connection with your proposed order. As soon as I have had the opportunity to review the same, I will get back to you immediately with any suggested revisions or comments on the proposed order.

Sincerely,

Joshua M. Hood

SOLOMON DWIGGINS & FREER, LTD.
Cheyenne West Professional Center | 9060 W. Cheyenne Avenue | Las Vegas, NV 89129
Direct: 702.589.3506 | Office: 702.853.5483
Facsimile: 702.853.5485
Email: jhood@sdfnvlaw.com | Website: www.sdfnvlaw.com
www.facebook.com/sdfnvlaw
www.linkedin.com/company/solomon-dwiggins-&-freer-ltd-

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

Please consider the environment before printing this email.
This message contains confidential information and may also contain information subject to the attorney client privilege or the attorney work product rules. If you are not the intended recipient, please delete the message and contact Solomon Dwiggins & Freer, Ltd. at 702-853-5483. Any disclosure, copying, distribution, reliance on or use of the contents of this message by anyone other than the intended recipient is prohibited.

From: Anthony L. Barney [mailto:anthony@anthonybarney.com]
Sent: Wednesday, April 29, 2015 3:13 PM
To: Gaby Chavez; crenwick@lee-lawfirm.com; jonathan@clearcounsel.com; abarney@anthonybarney.com; hroland@rolandlawfirm.com
Cc: Mark Solomon; Joshua M. Hood; Renee Guastaferro; 'Ioudina, Tamara'
Subject: RE: Beatrice Davis Family Heritage Trust

Dear Mark,

All four attorneys have reviewed your proposed order, and we would like to offer the following collective changes to the order. As a courtesy to you these changes have been made and prepared in a format that you may use to submit it to the court if you have no further changes. If you have any questions or opt not to include our requested changes, please let us know prior to the submission of any order, and we can circulate an agreeable order or, if necessary, a competing order. It is my understanding that each of the four attorneys has reviewed the court transcript, and the proposed changes have been notated from the transcript in the proposed order (taken directly from the Court's minutes) with the accompanying basis from the transcript.

While I disagree with the Court's findings and orders, I believe that it is important that we work to keep the court record accurate with any proposed order. If you would like to discuss any changes, please do not hesitate to contact us.

Sincerely,

Anthony L. Barney, Esq.
ANTHONY L. BARNEY, LTD.
Attorneys and Counselors at Law

This e-mail message is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This message and any files attached hereto are confidential and are for the sole use of the intended recipient. ***IF YOU ARE NOT THE INTENDED RECIPIENT OF THE MESSAGE, PLEASE NOTIFY THE SENDER IMMEDIATELY BY RETURN E-MAIL OR TELEPHONE (702.438-7878), DELETE THE ORIGINAL MESSAGE INCLUDING ALL ATTACHMENTS, AND DESTROY ALL HARD COPIES. ANY UNAUTHORIZED REVIEW, DISTRIBUTION, DISCLOSURE, COPYING, USE, OR DISSEMINATION, EITHER WHOLE OR IN PART, IS STRICTLY PROHIBITED.*** If you are the intended recipient, please be aware that since e-mails can be altered electronically, the integrity of this communication cannot be guaranteed without using digital signatures or encryption. The attorney-client privilege may apply to this message, but such privilege may be lost if it is shared with someone other than an employee of Anthony L. Barney, Ltd. or of another attorney or law firm who represents you.

From: Gaby Chavez [mailto:gchavez@sdfnvlaw.com]
Sent: Friday, April 24, 2015 2:30 PM
To: crenwick@lee-lawfirm.com; jonathan@clearcounsel.com; abarney@anthonybarney.com; hroland@rolandlawfirm.com
Cc: Mark Solomon; Joshua M. Hood; Renee Guastaferro
Subject: Beatrice Davis Family Heritage Trust

Good Afternoon Counsel,

As per Mr. Solomon's request, I am forwarding the attached correspondence regarding the above-referenced matter, which encloses an order for your review and signature.

Thank you,

Gaby Chavez
Secretary to Mark A. Solomon and Dana A. Dwiggins

5/12/2015

SOLOMON DWIGGINS & FREER, LTD.
Cheyenne West Professional Center | 9060 W. Cheyenne Avenue | Las Vegas, NV 89129
Direct: 702.589.3507 | Office: 702.853.5483 | Facsimile: 702.853.5485
Email: gchavez@sdfnvlaw.com | Website: www.sdfnvlaw.com
www.facebook.com/sdfnvlaw
www.linkedin.com/company/solomon-dwiggins-&-freer-ltd-



Proposed Order Drafted From Minutes and Transcript with Citations to Court Record

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

In the matter of: The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.	Case No.: P-15-083867-T Dept. No.: 26 **Hearing Date: April 22, 2015** **Hearing Time: 9:00 a.m.**

ORDER

This matter came before the Court for hearing on the 22nd day of April, 2015 at 9:00 a.m., upon the Christopher D. Davis's Motion to Dismiss Pursuant to NRCP 12(b) and NRCP 19 and Caroline Davis's Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, as Amended on February 24, 2014, to Assume Jurisdiction over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee, and for Immediate Disclosure of Documents and Information from Christopher D. Davis. Christopher D. Davis was represented by Harriet Roland, Esq. of the Roland Law Firm and Anthony L. Barney, Esq., of the law office of Anthony L. Barney, Ltd., Caroline Davis was represented by Mark Solomon, Esq., of the law firm of Solomon Dwiggins and Freer, Ltd.; Stephen K. Lehnardt was represented by Jonathan W. Barlow, Esq. of the law office of Clear Counsel Law Group; and Dunham Trust Company was represented by Charlene N. Renwick, Esq., of the law office of Lee Hernandez Landrum & Garofalo. After reviewing the pleadings on file and in the court

record, hearing oral arguments by both parties in this matter, being fully advised in the premises, and for good cause appearing, the Court hereby finds and orders the following:

IT IS FOUND that since the first amendment, Christopher has been directing the trust in Nevada, and that everyone involved relied on this amendment as being proper.[1]

IT IS FURTHER FOUND that the Court has no affidavit that another beneficiary existed at the time the first amendment was signed.[2]

IT IS FURTHER FOUND that the Court has jurisdiction as a constructive trust because action on behalf of the trust has been taken in Nevada.[3]

IT IS SO FOUND.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Petition to Assume Jurisdiction over Christopher D. Davis as Investment Trust Advisor is granted without prejudice.[4]

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition to Assume Jurisdiction over Stephen K. Lehnardt as Distribution Trust Advisor is denied until a more definite statement is filed.[5]

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition to Confirm Dunham Trust Company as Directed Trustee is granted.[6]

---

[1] Transcript, Page 42:11.

[2] Transcript, Page 55:5.

[3] Transcript, Page 46:12; 49:18.

[4] Transcript, Page 55:10-12.

[5] Transcript, Page 54:2-4.

[6] Transcript, Page 54:5-6.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition for Immediate Disclosure of Documents and Information from Christopher D. Davis is granted as to all information in his possession[7] in his role as Investment Trust Advisor.[8]

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Christopher D. Davis's Motion to Dismiss is denied.[9]

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon agreement of all parties, this Court will retain jurisdiction and all matters will be heard by the probate judge.[10]

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED this _____ day of _____, 2015.

_____
DISTRICT COURT JUDGE

---

[7] Transcript, Page 55:2-4.

[8] Transcript, Page 54:23-24.

[9] Transcript, Page 53:21-23.

[10] Transcript, Page 56:18-25; Page 57:1-2.

Proposed Order Signed by Counsel

HARRIET H. ROLAND, ESQ.
NV Bar No. 5471
ROLAND LAW FIRM
2470 E. St. Rose Pkwy, Ste. 105
Henderson, NV 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
hroland@rolandlawfirm.com

ANTHONY L. BARNEY, ESQ.
Nevada Bar No. 8366
TIFFANY S. BARNEY, ESQ.
Nevada Bar No. 9754
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102
Telephone: (702) 438-7878
Facsimile: (702) 259-1116
Attorneys for Christopher D. Davis

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

In the matter of: The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.	Case No.: P-15-083867-T Dept. No.: 26 **Hearing Date: April 22, 2015** **Hearing Time: 9:00 a.m.**

ORDER

This matter came before the Court for hearing on the 22nd day of April, 2015 at 9:00 a.m., upon the Christopher D. Davis's Motion to Dismiss Pursuant to NRCP 12(b) and NRCP 19 and Caroline Davis's Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, as Amended on February 24, 2014, to Assume Jurisdiction over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lehnardt as Distribution

Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee, and for Immediate Disclosure of Documents and Information from Christopher D. Davis. Christopher D. Davis was represented by Harriet Roland, Esq. of the Roland Law Firm and Anthony L. Barney, Esq., of the law office of Anthony L. Barney, Ltd., Caroline Davis was represented by Mark Solomon, Esq., of the law firm of Solomon Dwiggins and Freer, Ltd.; Stephen K. Lehnardt was represented by Jonathan W. Barlow, Esq. of the law office of Clear Counsel Law Group; and Dunham Trust Company was represented by Charlene N. Renwick, Esq., of the law office of Lee Hernandez Landrum & Garofalo. After reviewing the pleadings on file and in the court record, hearing oral arguments by both parties in this matter, being fully advised in the premises, and for good cause appearing, the Court hereby finds and orders the following:

IT IS FOUND that since the first amendment, Christopher has been directing the trust in Nevada, and that everyone involved relied on this amendment as being proper.

IT IS FURTHER FOUND that the Court has no affidavit that another beneficiary existed at the time the first amendment was signed.

IT IS FURTHER FOUND that the Court has jurisdiction as a constructive trust because action on behalf of the trust has been taken in Nevada.

IT IS SO FOUND.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Petition to Assume Jurisdiction over Christopher D. Davis as Investment Trust Advisor is granted without prejudice.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition to Assume Jurisdiction over Stephen K. Lehnardt as Distribution Trust Advisor is denied until a more definite statement is filed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition to Confirm Dunham Trust Company as Directed Trustee is granted.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition for Immediate Disclosure of Documents and Information from Christopher D. Davis is granted as to all information in his possession in his role as Investment Trust Advisor.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Christopher D. Davis's Motion to Dismiss is denied.

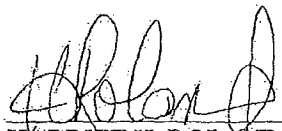
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon agreement of all parties, this Court will retain jurisdiction and all matters will be heard by the probate judge.

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED this _____ day of _____, 2015.

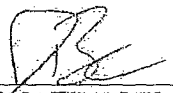
_____
DISTRICT COURT JUDGE

Respectfully Submitted by the Following:



HARRIET H. ROLAND, ESQ.
NV Bar No. 5471
ROLAND LAW FIRM
2470 E. St. Rose Pkwy, Ste. 105
Henderson, NV 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
Attorney for Christopher D. Davis

Approved as to Form and Content:



JONATHAN W. BARLOW, ESQ.
NV Bar No. 9964
CLEAR COUNSEL LAW GROUP
50 South Stephanie Street, Ste. 101
Henderson, Nevada 89012
Telephone: (702) 476-5900
Facsimile: (702) 924-0709
Attorney for Stephen K. Lehnardt

///

///

Approved as to Form and Content:

ANTHONY L. BARNEY, ESQ.
Nevada Bar No. 8366
TIFFANY S. BARNEY, ESQ.
Nevada Bar No. 9754
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102
Telephone: (702) 438-7878
Facsimile: (702) 259-1116
Attorneys for Christopher D. Davis

CHARLENE RENWICK, ESQ.
LEE, HERNANDEZ, LANDRUM,
GARFOFALO, ATTORNEYS AT LAW
7575 Vegas Drive, Suite 150
Las Vegas, Nevada 89128
Telephone: (702) 880-9750
Facsimile: (702) 314-1210
Attorneys for Dunham Trust Company

Approved as to Form and Content:

MARK A. SOLOMON, ESQ.
NV Bar No. 0418
JOSHUA M. HOOD, ESQ.
NV Bar No. 12777
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: (702) 853-5483
Facsimile: (702) 853-5485
Attorneys for Caroline D. Davis

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

IN THE SUPREME COURT OF THE STATE OF NEVADA

CHRISTOPHER D. DAVIS,

Appellant,

v.

CAROLINE DAVIS,

Respondent.

Case No.: 68542

Eighth Judicial District Court
Case No.: P-15-083867-T (In re the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000)

RESPONDENT'S APPENDIX
VOLUME 2
TO
RESPONSE TO CHRISTOPHER D. DAVIS' EMERGENCY MOTION UNDER NRAP 27(e) FOR 1) STAY PENDING APPEAL AND 2) AFFIRMATIVE RELIEF

Counsel did not agree on a joint appendix and this Respondents' Appendix is provided in accordance with NRCP 30(b)(3).

TABLE OF CONTENTS

Volume	EXHIBIT	TITLE OF DOCUMENT	Bates Numbers
Vol 1	E	April 22, 2015 Reporter's Transcript of Proceedings	RAPP347-405
Vol 1	Y	Certification of Intent to Amend Order	RAPP919-921
Vol 2	**D**	**Christopher D. Davis' Motion to Dismiss Pursuant to NRCP(12)(b)**	**RAPP321-346**
Vol 2	**B**	**Christopher D. Davis Reply to Caroline Davis' Opposition to His Motion to Dismiss Pursuant to NRCP (12)(b) and NRCP 19**	**RAPP15-30**

Docket 68542 Document 2015-31677

Vol 2	**Q**	**Christopher D. Davis' Motion for Protective Order and to Quash or Modify the Subpoena**	**RAPP605-641**
Vol 3	A	First Amendment to the Beatrice B. Davis Family Heritage Trust	RAPP1-13
Vol 3	F	May 11, 2015 Letter from Mark A. Solomon to Judge Sturman (including enclosures)	RAPP406-413
Vol 3	G	May 12, 2015 E-mail to all counsel	RAPP414-422
Vol 3	H	May 12, 2015 Letter from Mark A. Solomon to Judge Sturman and accompanying to All Counsel	RAPP423-426
Vol 3	I	May 12, 2015 Letter from Anthony L. Barney to Judge Sturman (including enclosures)	RAPP427-443
Vol 4	V	Motion to Amend or Modify Order Pursuant to NRCP 60(b)(3)	RAPP790-831
Vol 4	N	Motion to Compel	RAPP495-547
Vol 5	O	Motion to Hold Christopher Davis in Contempt and for Attorneys' Fees and Costs	RAPP 575-600
Vol 5	K	Notice of Appeal Dated July 30, 2015	RAPP450-454
Vol 5	L	Notice of Case Statement Dated July 30 2015	RAPP455-471
Vol 6	J	Notice of Entry of Order dated July 1, 2015	RAPP444-449
Vol 6	S	Notice of Non-Appearance of Christopher D. Davis	RAPP690-695
Vol 6	P	Notice of Taking Deposition of Christopher D. Davis	RAPP601-604
Vol 7	W	Objection to Petition for Reconsideration of the Order Dated May 19, 2015 re Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust dated July 28, 2000 as Amended on February 24, 2014 to Assume Jurisdiction Over Christopher D.	RAPP832-910

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

		Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee and for Immediate Disclosure of Documents and Information from Christopher D. Davis; and Counter-Petition for Sanctions	
Vol 8	R	Opposition to Caroline Davis' Motion to Compel Harriet Roland, Esq. to Produce Documents Responsive to Subpoena Duces Tecum and Counter Motion to Quash	RAPP642-689
Vol 9	C	Petition to Assume Jurisdiction Over the Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, as Amended on February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lenhardt as Distribution Trust Advisor; to Confirm Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Documents and Information from Christopher D. Davis	RAPP40-320
Vol 8	U	Resignation, Release, Acknowledgement, Consent and Indemnification Agreement Dated February 24, 2014	RAPP782-789
Vol 8	T	September 2, 2015 Transcript of Proceeding	RAPP696-781
Vol 8	M	Subpoena Duces Tecum to Harriet Roland Esq., and Anthony Barney, Esq.	RAPP472-494
Vol 8	X	Supplement to Objection to Petition for Reconsideration of the Order Dated May 19, 2015 re Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust dated July 28, 2000 as Amended on February 24, 2014 to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee and for Immediate Disclosure of Documents and Information from	RAPP911-918

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

		Christopher D. Davis and Counter-Petition for Sanctions	

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

CERTIFICATE OF COMPLIANCE

I hereby certify that I have read this Respondent's Appendix and to the best of my knowledge, information and belief, consist of true and correct copies of the papers in the District Court file. I further certify that this brief complies with the applicable Nevada Rules of Appellant Procedure, in particular NRCP 30, which requires this Certification. I understand that I may be subject to Sanctions in the event the accompanying appendix is not inconformity with the Requirements of the Nevada Rules of Appellant Procedure.

DATED this 16th day of October, 2015.

SOLOMON DWIGGINS & FREER, LTD.

BY _____

Joshua M. Hood, Esq.
Nevada State Bar No. 12777
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Attorneys for Respondents

EXHIBIT D

EXHIBIT D

Electronically Filed
03/04/2015 07:07:20 PM

CLERK OF THE COURT

HARRIET H. ROLAND, ESQ.
NV Bar No. 5471
ROLAND LAW FIRM
2470 E. St. Rose Pkwy, Ste. 105
Henderson, NV 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
hroland@rolandlawfirm.com

ANTHONY L. BARNEY, ESQ.
Nevada Bar No. 8366
TIFFANY S. BARNEY, ESQ.
Nevada Bar No. 9754
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102
Telephone: (702) 438-7878
Facsimile: (702) 259-1116
Attorneys for Christopher D. Davis

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

In the matter of: The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.	Case No.: P-15-083867-T Dept. No.: 26

CHRISTOPHER D. DAVIS' MOTION TO DISMISS PURSUANT TO NRCP (12)(b) AND NRCP 19

COMES NOW, CHRISTOPHER D. DAVIS ("Christopher"), by and through his attorneys HARRIET H. ROLAND, Esq., of the ROLAND LAW FIRM and ANTHONY L. BARNEY, Esq., of the law office of ANTHONY L. BARNEY, LTD., and hereby submits his motion to dismiss the Petition of Caroline Davis ("Caroline") pursuant to Nevada Rules of Civil

Procedure 12(b) and for failure to join an indispensible party under NRCP 19, and his refusal to have this matter heard before the Honorable Probate Commissioner. This pleading is based on the Memorandum of Points and Authorities attached hereto, any exhibits attached hereto, and any oral argument that will be heard in this matter.

DATED this 4th day of March, 2015.

Respectfully Submitted,
ROLAND LAW FIRM

Harriet H. Roland, Esq.
Attorney for Christopher D. Davis

[remainder of page intentionally left blank]

MEMORANDUM OF POINTS AND AUTHORITIES

I. FACTS PRESENTED

The Beatrice B. Davis Family Heritage Trust (the "Trust") was settled by Beatrice B. Davis on July 28, 2000, as an irrevocable trust. The Trust was purportedly amended on February 24, 2014 by the Trust Protector. (The validity of the trust and the amendment are questions of Alaska or Missouri law, not Nevada law, and the determinations of their validity are conditions precedent to any finding of jurisdiction by this Court and to the fiduciary's delegation of duties.)

The Trust was part of the very sophisticated estate plan of Beatrice B. Davis ("Beatrice"), who was a Missouri resident until her death. Before his death, her husband Ilus W. Davis, was an accomplished attorney and the mayor of Kansas City, Missouri. Beatrice and Ilus had two children, Caroline, and Christopher. Christopher is a resident of Missouri, who has one child, Winfield, who resides in Japan. Caroline is an attorney in Seattle, Washington. Those three descendants are the current beneficiaries of the Trust.

The Trust at all times relevant has held as its primary asset a single-premium life insurance policy which would not mature until the death of Beatrice's daughter-in-law. The policy was exchanged for a different policy, Ashley Cooper Policy, Policy Number ACLI 1105-8007 PC (the "Policy") during Beatrice's lifetime. The then-custodian of the policy was a company in the Cayman Islands. Now, the custodian is in Puerto Rico. Initially, Alaska Trust Company ("ATC") served as trustee, until its removal in 2011, at which time Alaska USA Trust Company ("AUTC") became successor Trustee. Neither ATC nor AUTC is registered to do business in Nevada. ATC and AUTC were the Trustees and sole fiduciaries acting on behalf of

the Trust from 2000 until December 5, 2013, during the times of the transactions questioned by Caroline as Petitioner herein.

On February 24, 2014, Dunham Trust Company ("DTC") took office as next successor trustee. On March 28, 2014, DTC created FHT Holdings, LLC, and effectuated the transfer of the current life insurance policy to it. DTC is the sole member of FHT Holdings, LLC. Christopher did not serve in any fiduciary capacity relating to the Trust until his purported appointment as Investment Advisor of the Trust under the 2014 First Amendment ("first amendment"), which was consented to, in writing, by all beneficiaries, including Caroline. (By her consent, Caroline also indemnified AUTC from liability, excepting willful misconduct or gross negligence.)

It is important that only ATC and AUTC borrowed funds from the insurer; and that the settlor and the beneficiaries were not able to access or borrow any money from the insurer or the policies. All loans were made with funds from the Trust, by the Alaskan trustees, with the sole exception of the $25,000 June 2014 withdrawal made by DTC, which presumably was for trust purposes. Caroline is requesting documents and information concerning funds borrowed from the insurer by ATC and AUTC while the policy was owned and controlled by them as trustees of the Trust, yet she has not requested the Court take jurisdiction over either ATC or AUTC, possibly because she has previously agreed in writing to AUTC's indemnification.

Contrary to Petitioner's assertions, Christopher did not at any time have authority to direct ATC, AUTC, or the custodian of the Policy to make the loans, nor to obtain specific information about the loans between the trustees and the insurer. He had no authority to borrow from the policy, and he had no investment authority over the FHT assets during ATC's and

AUTC's tenure as trustee.[1] He had only the same beneficiary rights as Caroline has, to request, not demand, information or a loan of Trust funds from the trustee.

Petitioner is requesting documents and information produced during the tenure of ATC and AUTC,[2] which she admits would be in the possession of AUTC.[3] Thus, ATC and AUTC as the Alaskan trustees who borrowed the funds from the insurer, and who made loans to any person or entity, are necessary and indispensable parties herein. The Court must dismiss Petitioner's Petition pursuant to NRCP 12(b) and 19, because relief cannot be awarded as a result of the non-joinder of indispensable parties, ATC and AUTC, and due to a lack of jurisdiction over the subject matter, lack of jurisdiction over the parties, insufficiency of process in these proceedings, and an insufficiency of service of process.

II. LEGAL AUTHORITY AND ARGUMENT

A. Petitioner has failed to bring a necessary party to entitle her to relief against Defendants pursuant to NRCP 12(b)(6) and the Court should find AUTC is an indispensable party.

Pursuant to Nevada Rules of Civil Procedure ("NRCP") 12(b)(6), a party can bring a motion for failure to join a party under NRCP 19. Herein, Petitioner has failed to join an indispensable party pursuant to NRCP 19; therefore, a dismissal of Petitioner's requested relief is warranted as a matter of law, because complete relief cannot be accorded among the named parties.

NRCP 19(a) and (b) provide the following,

---

[1] The Petitioner goes to great lengths to discuss the Successor Trustees of the Beatrice B. Davis Revocable Living Trust in her Petition, but this is not the Trust over which Petitioner requests this Court take jurisdiction.
[2] See Petition, Page 5:3-5. Petitioner further admits to the necessary statement from AUTC stating at footnote 35, "Note that we do not have possession of statements from Alaska USA Trust Company indicating the disposition of the loan proceeds."
[3] Id.

> (a) **Persons to Be Joined if Feasible.** A person who is subject to service of process and whose joinder will not deprive the court of jurisdiction over the subject matter of the action shall be joined as a party in the action if (1) in the person's absence complete relief cannot be accorded among those already parties, or (2) the person claims an interest relating to the subject of the action and is so situated that the disposition of the action in the person's absence may (i) as a practical matter impair or impede the person's ability to protect that interest or (ii) leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of the claimed interest. If the person has not been so joined, the court shall order that the person be made a party. If the person should join as a plaintiff but refuses to do so, the person may be made a defendant, or, in a proper case, an involuntary plaintiff.
>
> (b) **Determination by Court Whenever Joinder Not Feasible.** If a person as described in subdivision (a)(1)-(2) hereof cannot be made a party, the court shall determine whether in equity and good conscience the action should proceed among the parties before it, or should be dismissed, the absent person being thus regarded as indispensable. The factors to be considered by the court include: first, to what extent a judgment rendered in the person's absence might be prejudicial to the person or those already parties; second, the extent to which, by protective provisions in the judgment, by the shaping of relief, or other measures, the prejudice can be lessened or avoided; third, whether a judgment rendered in the person's absence will be adequate; fourth, whether the plaintiff will have an adequate remedy if the action is dismissed for nonjoinder.

The Nevada Supreme Court has indicated that "this court has required all persons materially interested in the subject matter of the suit be made parties so that there is a complete decree to bind them all. If the interest of absent parties may be affected or bound by the decree, they must be brought before the court or it will not proceed to decree."[4] It also concluded, that "[f]ailure join an indispensable party is fatal to a judgment and may be raised by an appellate court sua sponte."[5]

The U.S. Supreme Court has also held the following:

> Joinder as a party, rather than knowledge of a lawsuit and an opportunity to intervene, is the method by which potential parties are subjected to the jurisdiction of the court and bound by a judgment or decree. The parties to a lawsuit presumably know better than anyone else the nature and scope of relief sought in the action, and at whose expense such relief might be granted. It makes sense, therefore, to place on them a burden of

---

[4] *Olsen Family Trust v. District Court*, 110 Nev. 548, 553 (1994).
[5] *Schwob v. Hemsath*, 98 Nev. 293, 294 (1982), citing *Provident Bank v. Patterson*, 390 U.S. 102 (1968) and *Johnson v. Johnson*, 93 Nev. 655, 572 P.2d 925 (1977).

bringing in additional parties where such a step is indicated, rather than placing on potential additional parties a duty to intervene when they acquire knowledge of the lawsuit.[6]

Petitioner has failed to request jurisdiction over ATC or AUTC in its Petition, the very party(ies) that she admits was the party who borrowed the funds and under whose authority and tenure the loans were made, and who was or is in possession of the information and documents requested.[7] The indispensible parties are located in the state of Alaska, were the trustees during the period in which documents and information are requested to be disclosed, and, therefore, ATC and/or AUTC would possess the requested documents and information that are being requested.

ATC and AUTC are necessary parties because the time period in which the documents and information are being requested was during the period that ATC and AUTC were trustees of the Trust, and it was ATC and AUTC who borrowed the funds and made the loans. Furthermore, complete relief cannot be afforded among the remaining parties because ATC and AUTC were the trustees who possessed the requested documents and information, and under whose tenure the transactions occurred, before Christopher purportedly became Investment Advisor, and before DTC took office.[8] Additionally, if the Court makes a ruling on behalf of the actions of these absent trustees (ATC and AUTC), then it would leave those persons already parties to the case subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of the claimed interest to those documents,[9] particularly in light of the Petitioner's indemnifications of AUTC. In other words, the named parties (over

---

[6] *Martin v. Wilks*, 490 U.S. 755, 765 (1988).

[7] See Petition, Page 5:3-5.

[8] NRCP 19(a)(1).

[9] NRCP 19(a)(2)(ii)

which Petitioner requests this Court take jurisdiction) may be exposed unnecessarily to other court actions in other jurisdictions with double or multiple obligations by reason of Petitioner's requested relief.

ATC and AUTC are corporate residents of Alaska, and the transactions and occurrences for which Petitioner has requested documents and information occurred by these trustees in Alaska. Upon information and belief, the Trust hand no connections to Nevada during the time period in which the documents and information have been requested. The Petitioner is attempting to bootstrap her requests concerning the actions and records of ATC and AUTC to DTC, the current trustee of the Trust. Because the Petitioner has failed to request jurisdiction over ATC and AUTC, this Court is without authority to assume jurisdiction over ATC and AUTC as indispensable parties.[10] Petitioner even admits that AUTC is necessary party even as to the sole transaction of $25,000.00 purportedly made by DTC on June 13, 2014, stating in her footnote that, "Note that we do not have possession of statements from Alaska USA Trust Company indicating the disposition of the loan proceeds." Mr. Davis respectfully requests that the Court find that ATC and AUTC are indispensable parties because they alone had actually authority to borrow from the policy and invest FHT assets.

B. Agreement by Petitioner under Alaska Law to Release Alaska USA Trust Company of Anchorage, Alaska

While it remains unclear why ATC was omitted as a necessary party, it has become more clear why AUTC was intentionally omitted as a necessary party. The Petitioner agreed to release AUTC from serving as Trustee and acknowledged indemnification of AUTC under the terms of the Trust for the period of the Policy loans, and agreed that her consent effectuating the removal

[10] See NRCP 19(b).

of AUTC would be governed under Alaska law, with venue in Anchorage, Alaska.[11] The Petitioner's agreement came after the Policy loans were authorized and approved by ATC and AUTC, who were the legal owners of the Policy. At the time of ATC's and AUTC's ownership, Christopher had no authority to direct ATC, AUTC, or the custodian of the Policy to make loans nor did he have authority to direct Trust assets. The Petitioner, a resident of Seattle, Washington, is now attempting to avoid the jurisdiction of her neighboring state of Alaska in favor of Nevada, because of her prior release and indemnification of AUTC, an indispensible party to this action.

C. **Because joinder is not feasible, the Court should make the determination that the case be dismissed.**

Pursuant to NRCP 19(b) quoted above, which outlines the various factors for this Court's determination, Mr. Davis respectfully requests the Court make the determination that the case be dismissed for the following reasons. First, an order or judgment rendered without ATC and AUTC would be prejudicial to the named parties, because the information and documents requested would have been produced or received by ATC and AUTC during the time period in which ATC and AUTC were trustees of the Trust. The named parties would be forced to double or multiple obligations in other jurisdictions if ATC and AUTC are not included as a party in this action.

Second, even if protective provisions could be made in the order or judgment for the named parties, prejudice would still exist (it would not be lessened or avoided), because the sole relief being requested is for documents and information during the period in which ATC and AUTC were trustees, and during a period of time neither DTC nor Christopher had any

[11] See Resignation, Release, Acknowledgment, Consent and Indemnification Agreement dated February 24, 2014

fiduciary relationship to the Trust. These documents and information for this period would be in the possession and control of ATC and AUTC.

Third, judgment rendered in ATC's and AUTC's absence would not be adequate, because, again, the relief being requested is for documents and information during the time period in which ATC and AUTC were the trustees of the Trust. The documents and information requested are in the possession and control of ATC and AUTC.

Fourth, Petitioner would still have an adequate remedy if the action is dismissed for nonjoinder, because Petitioner is not foreclosed from seeking her relief in another jurisdiction, specifically, Alaska through proper service upon ATC and AUTC. In other words, Petitioner has the possibility to obtain the information she seeks in a jurisdictionally appropriate forum.

Mr. Davis thus requests that the Court find that ATC and AUTC are indispensable parties and that the case should be dismissed as a result, noting each of the four factors above.

D. Lack of Jurisdiction of the Nevada Court over Parties Due to Lack of Service of Process

NRCP 12 (b) sets for the following jurisdictional and process grounds for a motion to dismiss as (1) lack of jurisdiction over the subject matter, (2) lack of jurisdiction over the person, (3) insufficiency of process, and (4) insufficiency of service of process.

Petitioner is relying solely upon the validity of a purported amendment to an irrevocable trust[12] which must be properly determined under Alaskan law.[13] Only after a determination of the validity of purported amendment to an irrevocable trust by an Alaskan court, could the Court

---

attached hereto as Exhibit 1.

[12] See Beatrice B. Davis FHT dated July 28, 2000 at Section 4 (This trust is irrevocable, and I shall have no power to...alter, amend, revoke, or terminate...") emphasis added.

[13] See Beatrice B. Davis FHT dated July 28, 2000 at Section 2 and Section 7(e).

properly rely upon the jurisdictional arguments raised by the Petitioner as a basis to assert jurisdiction over the Trust. If the first amendment is invalid, then there is no basis upon which to assume *in rem* jurisdiction over the Trust.

Without determining the validity of the purported amendment, Petitioner seeks to bootstrap her request for this Court to take in rem jurisdiction by confirming DTC as the trustee of the Trust without addressing her the condition precedent (i.e. validity of the first amendment) or the clear lack of service of process neeessary to take *in personam* jurisdiction in this proceeding over the parties.

The Nevada Supreme Court held, "It is a fundamental and universal rule of law that a court must have jurisdiction of the matter before it and of the proceedings concerning that matter, or else its proceedings therein will be nullity."[14] The Court explained that "it is the primal duty of all courts to keep strictly within their jurisdiction...But unless prohibited by the constitutional provisions creating a court and providing the jurisdiction thereof, such court may be given special and limited jurisdiction in certain specified cases by the legislature."[15]

The United States Supreme Court acknowledged that *in rem* proceedings were developed primarily to expand the reach of the courts, which might have lacked *in personam* jurisdiction over the owner of property.[16] In *Lewis v. Lewis & Clark Marine, Inc.*, the United States Supreme Court held that a proceeding *in rem* is not a remedy afforded by common law, it is a proceeding under the civil law.[17] The U.S. Supreme Court cited its earlier cases in which it

---

[14] *State ex rel. Smith v. Sixth Judicial Court*, 58 Nev. 214 (Nev. 1937).

[15] *State ex rel. Smith v. Sixth Judicial Dist. Court*, 58 Nev. 214 (Nev. 1937).

[16] *Austin v. United States*, 509 U.S. 602, 616 (U.S. 1993).

[17] 531 U.S. 438, 444-445 (U.S. 2001).

held that when a proceeding *in rem* is used in the common-law courts, it is given strictly by statute.[18]

There are substantial differences between *in rem* and *in personam* jurisdiction that have been defined by the courts.[19] The Ninth Circuit defined the differences between *in personam* jurisdiction and *in rem* jurisdiction as such; "*In personam* jurisdiction, simply stated, is the power of a court to enter judgment against **a person.** *In rem* jurisdiction is the court's power over property. Before a court may exercise the state's coercive authority over a person or property, some statute must authorize the act."[20]

Even assuming arguendo that there was a proper jurisdictional basis for confirming DTC as trustee under a proceeding *in rem*, there is no basis for asserting in personam jurisdiction over Christopher in his personal capacity or FHT Holdings, LLC (a Nevada limited liability company) under the current circumstances which would warrant intrusion into their records. Again, even if the first amendment were proven valid, the Nevada Supreme Court held, "It is one thing to possess jurisdiction. It is another to exercise it."[21]

---

[18] *The Moses Taylor*, 71 U.S. 411, 4 Wall. 411, 431, 18 L. Ed. 397, 32 How. Pr. 460 (1867) and *The Hine v. Trevor*, 71 U.S. 555, 4 Wall. 555, 571-572, 18 L. Ed. 451 (1867).

[19] *SEC v. Ross*, 504 F.3d 1130 (9th Cir. 2007); See also *Hanson v. Denckla* 357 U.S. 235, 246 fn 12 (1958) ("A judgment *in personam* imposes a personal liability or obligation on one person in favor of another. A judgment *in rem* affects the interests of all persons in designated property.")

[20] Sec. Investor Prot. Corp. v. Vigman, 764 F.2d 1309, 1313-14 (9th Cir. 1985) emphasis added; See also Trump v. Eighth Judicial Dist. Court, 109 Nev. 687, 698-700 (1993), *infra*.)

[21] *State ex rel. Crummer v. Fourth Judicial Dist. Court*, 69 Nev. 276, 280-281 (Nev. 1952).

Under Nevada law, a limited liability company is considered a person.[22] And while the Nevada legislature set forth certain relaxed standards for service of process regarding certain persons such as a trust by statute,[23] it did not do so for foreign or domestic limited liability companies.[24] The Nevada Supreme Court held, "In addition to authority, however, the courts must by statute be provided with the necessary machinery. Thus it is recognized that exercise of jurisdiction through its courts by a state over its domiciliaries (other than by personal service of process) cannot be had in the absence of express statutory provision."[25] There is no such express

---

[22] NRS 0.039 "Person" defined. Except as otherwise expressly provided in a particular statute or required by the context, "person" means a natural person, **any form of business or social organization and any other nongovernmental legal entity including, but not limited to, a corporation, partnership, association, trust or unincorporated organization.** The term does not include a government, governmental agency or political subdivision of a government. (emphasis added).

[23] See Id., see also NRS 164.010 and 155.010 (Service by mail vs. personal service pursuant to NRCP 4).

[24] The Nevada Legislature was well aware that in the absence of voluntary submission to the Court's jurisdiction by an interested party, an attempt by the Court to assert in personam jurisdiction under the relaxed requirements of NRS 155.010 over an interested party may violate the due process of law under the Fourteenth Amendment to the U.S. Constitution; See also *Mullane v. Cent. Hanover Bank & Trust Co.*, 336 U.S. 306, 314 (1950); NRCP 4(d) Summons: Personal Service. The summons and complaint shall be served together. The plaintiff shall furnish the person making service with such copies as are necessary. Service shall be made by delivering a copy of the summons attached to a copy of the complaint as follows:

(1) Service Upon Nevada Corporation. If the suit is against an entity or association formed under the laws of this state or registered to do business in this state, to the registered agent thereof or, if the entity or association is (i) a corporation, to any officer thereof; (ii) a general partnership, to any partner thereof; (iii) a limited partnership, to any general partner thereof; (iv) a member-managed limited-liability company, to any member thereof; (v) a manager-managed limited-liability company, to any manager thereof; (vi) a business trust, to any trustee thereof; (vii) a miscellaneous organization mentioned in NRS Chapter 81, to any officer or director thereof; provided, when for any reason service cannot be had in the manner hereinabove provided, then service may be made upon such entity by delivering to the secretary of state, or the deputy secretary of state, a copy of said summons attached to a copy of the complaint, and by posting a copy of said process in the office of the clerk of the court in which such action is brought or pending; defendant shall have 20 days after such service and posting in which to appear and answer; provided, however, that before such service shall be authorized, plaintiff shall make or cause to be made and filed in such cause an affidavit setting forth the facts showing that personal service on or notice to the entity or association cannot be had in the manner provided in this subsection within the state; and provided further, that if it shall appear from such affidavit that there is a last known address of a known officer, general partner, member, manager, trustee or director of said entity or association outside the state, plaintiff shall, in addition to and after such service upon the secretary of state and posting, mail or cause to be mailed to such known officer, general partner, member, manager, trustee or director at such address by registered or certified mail, a copy of the summons and a copy of the complaint, and in all such cases defendant shall have 20 days from the date of such mailing within which to answer or plead.

[25] *State ex rel. Crummer v. Fourth Judicial Dist. Court*, 69 Nev. 276 at 281 (Nev. 1952).

statutory provision that relaxed the standard of service of process required under NRCP 4 for service upon Christopher, individually or upon FHT Holdings, LLC.

It is clear that personal service of process was not effectuated upon Christopher, individually or upon FHT Holdings, LLC, either by summons and complaint or service pursuant to the Nevada Rules of Civil Procedure 4, therefore the Petitioner's improper demand for company records from FHT Holdings, LLC must fail for insufficiency of process, insufficiency of service of process and a lack of jurisdiction regarding Christopher, individually, and FHT Holdings, LLC.

Furthermore, Petitioner is requesting that FHT Holdings, LLC, a Nevada limited liability company, be required to turn over its records to her concerning prior Policy Loans, without bothering to make this request upon those trustees, ATC and AUTC, that authorized and initiated the Policy loans.

The Trust was settled by a Missouri resident in Missouri, and its situs and applicable law was Alaska. Upon information and belief, the policy is held by a custodian in Puerto Rico. The validity of the Trust, which is irrevocable, and the validity of the amendment to the irrevocable trust are determinations which must be made before the court can assert subject matter jurisdiction over the Trust. This determination cannot be made under Nevada law. It is respectfully submitted that this court cannot assert subject matter jurisdiction at this time.

E. **Lack of Subject Matter Jurisdiction and Purported First Amendment**

The Trust was settled by a Missouri resident, in Missouri, invoking Alaska law and declaring Alaska situs. The irrevocable Trust was amended to change not only the situs but the terms under which the trust would be governed, and to provide for a delegation of fiduciary duties. The validity of the Trust and the purported first amendment are determinations which

must be made before the court can assert subject matter jurisdiction over the Trust; these determinations are a condition precedent for jurisdiction.[26]

III. CONCLUSION

WHEREFORE, Christopher D. Davis respectfully requests the following of the Court:

1. The Court find that ATC and AUTC are indispensable parties;
2. The Court dismiss Petitioner's claims for failure to bring an indispensable party pursuant to NRCP 19, noting the four factors under NRCP 19(b);
3. The Court dismiss Petitioner's claims for insufficiency of process, insufficiency of service of process and a lack of jurisdiction over the person of Christopher D. Davis, individually;
4. The Court dismiss Petitioner's claims for insufficiency of process, insufficiency of service of process and a lack of jurisdiction over the person of FHT Holdings, LLC;
5. The Court dismiss Petitioner's claim for lack of subject matter jurisdiction as to all named parties,
6. The Court dismiss all Petitioner's claims against all named parties in this matter;
7. The Court deny Petitioner's Petition in its entirety;
8. The Court award attorney fees and costs to Christopher D. Davis in an amount deemed reasonable by this court; and

///

///

///

[26] See *Rafert v. Meyer*, ___ N.W. 2d ___, 290 Neb 219, 2015 (determining that an exculpatory clause did not relieve the trustee of fiduciary obligations under an irrevocable life insurance trust.)

9. The Court awards such other and further relief as the Court may deem just and proper in the premises.

DATED this 4th day of March, 2015.

Respectfully Submitted,
ROLAND LAW FIRM



Harriet H. Roland, Esq.
NV Bar No. 5471
2470 E. St. Rose Pkwy, Ste. 105
Henderson, NV 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
hroland@rolandlawfirm.com

Attorney for Christopher D. Davis

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Anthony L. Barney, Ltd., and not a party to this action. I further certify that except as otherwise noted on March 4, 2015, I served the foregoing **CHRISTOPHER D. DAVIS' MOTION TO DISMISS PURSUANT TO NRCP 12(b) and NRCP 19** by first class US mail, postage prepaid, upon the following persons or entities:

Mark Solomon, Esq.
Joshua Hood, Esq.
SOLOMON DWIGGINS & FREER, LTD.
9060 W. Cheyenne Ave.
Las Vegas, NV 89129
Attorney for Petitioner Caroline Davis
U.S. Mail and Facsimile

DUNHAM TRUST
SHANNA CORESSAL, CTFA
241 Ridge Street, Suite 100
Reno, Nevada 89501

Stephen Lehnardt
20 Westwoods Drive
Liberty, Missouri 64068

Win B. Davis
366-6 Habu Aridagawa Arida
Wakayama 643-0025
JAPAN
U.S. Mail on February 5, 2015

Employee of Anthony L. Barney, Ltd.

EXHIBIT 1

RESIGNATION, RELEASE, ACKNOWLEDGMENT, CONSENT AND INDEMNIFICATION AGREEMENT

This Agreement ("**Agreement**") is executed as of this 24th day of February, 2014, by and among Alaska USA Trust Company of Anchorage, Alaska ("**AUTC**"), Dunham Trust Company of Reno, Nevada ("**Dunham**"), Christopher D. Davis of Kansas City, Missouri ("**Chris**"), Caroline D. Davis of Seattle, Washington ("**Caroline**"), and Winfield B. Davis of Los Angeles, California ("**Win**") (Chris, Caroline and Win are collectively referred to herein as the "**Beneficiaries**"), and Stephen K. Lehnardt, in his capacity as "**Protector**" of the BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000 (the "**Trust**").

RECITALS

WHEREAS, AUTC is the currently serving trustee of the Trust and has stated that it is unwilling to continue to serve as trustee and wishes to resign;

WHEREAS, Article Eleven, Section 3.b. of the Trust grants the Protector the authority to remove and replace the trustee when a trustee is unable or unwilling to serve;

WHEREAS, Article Twelve, Section 7 of the Trust indemnifies the trustee of the trust from all liability in connection with its service as trustee, excepting only willful misconduct or gross negligence;

WHEREAS, Article Fourteen, Section 6 of the Trust authorizes the change of situs of the trust, upon the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under the trust, and the consent of any then-acting Protector and Trustee. Article Fourteen, Section 6 further authorizes the Protector to amend the Trust in writing so as to change situs, conform the terms of the trust so that it may achieve its purposes in the new situs; and

WHEREAS, Dunham is willing to accept its appointment as successor trustee to AUTC, expressly conditioned on the appointment of one or more outside (non-Dunham) investment advisors and/or investment trustees so that Dunham serves as a directed trustee under Nevada law.

AGREEMENT

NOW, THEREFORE, the parties hereto agree to and do hereby take the following actions:

1. Consent to Change of Situs and Amendment of Trust. The Beneficiaries hereby unanimously consent to changing the situs of the Trust from Alaska to Nevada, and further

unanimously consent to the amendment of trust by the Protector to reflect the change of sites, applicable law, provision required by Dunham, and other amendments as required to allow the trust to achieve its purposes, substantially in the form of First Amendment to the Beatrice B. Davis Family Heritage Trust attached hereto as **Exhibit 1**. AUTC and the Protector hereby consent to changing the situs of the Trust from Alaska to Nevada.

2. Removal of AUTC and Appointment of Dunham. Protector shall, effective February 24, 2014, take the actions described in the Memorandum of Action by Protector, substantially in the form of memorandum attached hereto as **Exhibit 2.1**, and shall issue written notices to AUTC and Dunham, substantially in the forms attached hereto as **Exhibit 2.2** and **Exhibit 2.3**, to remove AUTC as Trustee of the Trust, and Appoint Dunham as successor trustee of the Trust.

3. Acknowledgment of Indemnification of Trustee. AUTC, Dunham, and the Beneficiaries hereby acknowledge the provisions of the Trust which provide for the indemnification of Trustee from liability, excepting only willful misconduct or gross negligence.

4. Miscellaneous.

a. Independent Counsel. The parties hereto acknowledge and agree that each of them has had an opportunity to review this Agreement and all Exhibits and to seek its own independent legal counsel with respect to the legal consequences of entering this Agreement.

b. Attorney's Fees. In any action brought either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall determine to be appropriate

c. Entire Agreement. This Agreement shall not be modified, amended or changed in any respect except by written document signed by all parties hereto. This Agreement and all attachments thereto, contain the entire agreement and understanding of the parties and supersedes any and all prior negotiations, understandings and written agreements.

d. Interpretation/Venue. If any portion of this Agreement shall be held to be void or unenforceable, the balance thereof shall nonetheless be effective. This Agreement has been made and entered into in the State of Alaska and shall be governed by the laws of the State of Alaska. Venue for any dispute shall be Anchorage, Alaska.

e. Headings. The headings used herein are for convenience only, and shall not be construed as a part of this Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

f. Binding Effect. This Agreement shall bind and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties.

g. Counterparts/Facsimile Signatures. This Agreement may be executed in counterparts, which together shall constitute one instrument. The parties hereto agree to accept signatures transmitted by facsimile.

[REMAINDER OF THIS PAGE INTENTIONALY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ALASKA USA TRUST COMPANY

By: _____

Name: Janet K. Tempel

Title: Senior Trust Officer

DUNHAM TRUST COMPANY

By: _____

Name: _____

Title: _____

MANDATORY AND DISCRETIONARY BENEFICIARIES

_____
Christopher D. Davis

_____
Caroline D. Davis

_____
Winfield B. Davis

PROTECTOR of the
BEATRICE B. DAVIS FAMILY
HERITAGE TRUST, dated July 28, 2000

By: _____
Stephen K. Lehnardt, Protector

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ALASKA USA TRUST COMPANY

By:_____

Name:_____

Title:_____

DUNHAM TRUST COMPANY

By:_____

Name:_____

Title:_____

MANDATORY AND DISCRETIONARY BENEFICIARIES

_____
Christopher D. Davis

_____
Caroline D. Davis

_____
Winfield B. Davis

PROTECTOR of the BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000

By:_____
Stephen K. Lehnardt, Protector

DUNHAM TRUST COMPANY

By:

Name:

Title:

MANDATORY AND DISCRETIONARY BENEFICIARIES

Christopher D. Davis

Caroline D. Davis

Winfield B. Davis

PROTECTOR of the BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000

By:

Stephen K. Lehnardt, Protector

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ALASKA USA TRUST COMPANY

By:_____

Name:_____

Title:_____

DUNHAM TRUST COMPANY

By:_____

Name:_____

Title:_____

MANDATORY AND DISCRETIONARY BENEFICIARIES

_____
Christopher D. Davis

_____
Caroline D. Davis

_____
Winfield B. Davis

PROTECTOR of the BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000

By:_____
Stephen K. Lehnardt, Protector

EXHIBIT B

EXHIBIT B

Electronically Filed
04/20/2015 02:58:22 PM

CLERK OF THE COURT

HARRIET H. ROLAND, ESQ.
NV Bar No. 5471
ROLAND LAW FIRM
2470 E. St. Rose Pkwy, Ste. 105
Henderson, NV 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
hroland@rolandlawfirm.com

ANTHONY L. BARNEY, ESQ.
Nevada Bar No. 8366
TIFFANY S. BARNEY, ESQ.
Nevada Bar No. 9754
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102
Telephone: (702) 438-7878
Facsimile: (702) 259-1116
Attorneys for Christopher D. Davis

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

In the matter of: The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.	Case No.: P-15-083867-T Dept. No.: 26

CHRISTOPHER D. DAVIS' REPLY TO CAROLINE DAVIS' OPPOSITION TO HIS MOTION TO DISMISS PURSUANT TO NRCP (12)(b) AND NRCP 19

CHRISTOPHER D. DAVIS ("Christopher"), by and through his attorneys HARRIET H. ROLAND, Esq., of the ROLAND LAW FIRM and ANTHONY L. BARNEY, Esq., of the law office of ANTHONY L. BARNEY, LTD., and hereby submits his reply to Caroline Davis' ("Caroline") opposition to his motion to dismiss the Petition of Caroline Davis ("Caroline")

pursuant to Nevada Rules of Civil Procedure 12(b) and for failure to join an indispensible party under NRCP 19. This pleading is based on the Memorandum of Points and Authorities attached hereto, any exhibits attached hereto, and any oral argument that will be heard in this matter.

DATED this 17th day of April, 2015.

Respectfully Submitted,
ROLAND LAW FIRM

Harriet H. Roland, Esq.
Attorney for Christopher D. Davis

[remainder of page intentionally left blank]

MEMORANDUM OF POINTS AND AUTHORITIES

I. FACTS PRESENTED

Christopher Davis hereby incorporates the Facts Presented in his Motion to Dismiss Pursuant to NRCP 12(b) and NRCP 19 ("Original Motion") as if set forth fully herein. By way of summary, he alleges:

Christopher's mother, Beatrice B. Davis ("Beatrice"), a life-long resident of Missouri, created several trusts and did extensive, sophisticated estate planning after her husband Ilus W. Davis died. Her long-time attorney was the Missouri firm of Lehnhardt & Lehnardt. She created the Beatrice B. Davis Revocable Trust, in Missouri, on April 4, 1990, (the Revocable Trust) and the Beatrice B. Davis Family Heritage Trust (the "FHT"), in Missouri, on July 28, 2000. She participated in the Davis Family Office, a Missouri limited liability company, formed on November 3, 1999. None of these entities had any Nevada contacts until the purported appointment of Dunham Trust Company on February 24, 2014.

Christopher Davis ("Christopher") and his wife Tarja are residents of Missouri. Caroline Davis is a resident of Washington. (Caroline and Christopher serve as co-trustees of the Revocable Trust which is administered under Missouri law, in Missouri.) Winfield Davis and his son Ace Davis are residents of Japan, but citizens of the United States. Stephen Lehnardt, the Trust Protector, is a resident of Missouri. Alaska Trust Company and its successor in interest, Alaska USA Trust Company, do business in Alaska and, upon information and belief, have no Nevada contacts. Among all the entities and assets, the only contact with Nevada is Dunham Trust Company, ("Dunham") which is alleged to be currently acting as directed trustee of the FHT. Even the Ashley Cooper insurance policy (the product of a tax-free exchange from the

year 2000), which is the primary asset of the trust and the subject matter of Caroline's petition, is not administered in Nevada. It is administered under a custodian domiciled in Puerto Rico, and its investment advisor is a Canadian broker-dealer.

Dunham created FHT Holdings, LLC, ("FHT Holdings") on March 28, 2014, and transferred the insurance policy to it. Dunham is the 100% owner/member of FHT Holdings. Christopher is the manager, and Dunham purportedly acts as "directed trustee" pursuant to the purported First Amendment to the FHT dated February 24, 2014. Upon information and belief, the directed trustee and LLC structure was put into place by Dunham in an attempt to shield itself from the fiduciary liability inherent in holding large assets without diversification.

Christopher Davis, as manager of FHT Holdings, has no power over the Ashley Cooper policy, or over the Puerto Rico custodian, or over the Canadian broker-dealer investment adviser. Upon information and belief, the sole purpose of his appointment and the formation of FHT Holdings, LLC, was to shield Dunham from fiduciary liability for its action or inaction. Christopher receives no compensation or benefit in his position as manager of FHT Holdings.

II. LEGAL AUTHORITY AND ARGUMENT

A. Lack of Subject Matter Jurisdiction Invalidates Nevada's Jurisdiction Due To Absence of Conditions Precedent to Change of Situs from Alaska to Nevada.

The entirety of Caroline's petition and her opposition to the motion to dismiss, and her request for the Nevada court to assert jurisdiction over Christopher and the Revocable Family Trust, rests defectively upon the presumed validity of the change of situs of the Beatrice B. Davis Family Heritage Trust dated July 28, 2000 (the "FHT") from Alaska to Nevada, purportedly accomplished by the February 24, 2014 First Amendment.

It is important to note that the question of the validity of the change of situs is different than the question of the validity of the First Amendment. Although Caroline asserts that the purported First Amendment is "presumed to be valid unless proven otherwise", all the facts and evidence prove the change of situs (a condition precedent to the amendment) was invalid and not allowed under the terms of the FHT. The validity of the change of situs of the FHT (and presumably the amendment purporting to accomplish it) must be determined under the express mandate of Article 14, Section 6 of the FHT.

> Section 6, Paragraph 1, of the FHT provides the requirements for a change of situs as:
>
> Except as expressly provided herein, the situs of this agreement or any subtrust established hereunder may be changed by the unanimous consent of **all** of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement or such subtrust, with the consent of any then-acting Protector **and** the Trustee thereof, which shall be given **only after** Trustee has obtained advice from counsel as to the tax and other consequences of a change in situs.[1]

The conditions precedent to the change of situs require that all of the beneficiaries then eligible to receive mandatory or discretionary distributions must consent to the change of the situs. In addition, both the FHT Trust Protector and Trustee must consent to the change of situs after the Trustee has been able to meet with an attorney to discuss the tax and other consequences of a change in situs, and after all the current income beneficiaries of the FHT have consented. These conditions did not occur. Therefore the situs of the FHT remains in Alaska until the conditions are performed.

Caroline recognizes that Tarja Davis is a discretionary beneficiary of the FHT. This is immediately clear by a simple review of the terms of the FHT[2] and by a simple review of the

---

[1] See Article 14, Section 4, Page 14-7, attached as Exhibit 1 to Caroline Davis's Original Petition (emphasis added).
[2] See Trust, Article Three, Section F, Page 3-1; See also Article Eight, Section 3.d., Page 8-4, See also Article 8-4.b.1-2, Pages 8-12 and 8-13 attached as Exhibit 1 to Caroline Davis' Original Petition.

certificate of service filed by Caroline.[3] Furthermore, Caroline asserts and provides written proof that Alaska USA Trust Company ("Alaska USA") resigned as Trustee on December 5, 2013. The resignation of Alaska USA as Trustee occurred **almost three months prior to the execution of the purported first amendment** on February 24, 2014 and the appointment of Dunham Trust Company ("Dunham") as successor Trustee.

There is no evidence that anyone or any entity assumed the office of Trustee and was in authority to act and provide consent of the Trustee during the period between the resignation of Alaska USA in December 2013 and the purported first amendment attempting the change of situs and appointing Dunham almost three months later. In contravention of the terms of the FHT, there was a purported change in situs made while there was no acting Trustee to provide informed consent to the change in situs. Further, it appears everyone overlooked the necessity of obtaining the consent Christopher's wife, Tarja, who was and is a beneficiary entitled to discretionary distributions. Tarja did not consent to the change in situs, and her signature cannot be found on any of the documents purporting to achieve the change in situs to Nevada and Dunham's appointment as successor trustee.

The law of Alaska, as the situs and place of administration of the FHT before the attempted change of situs, and the place of residence of Alaska USA Trust Company, the then Trustee, governs the validity of the First Amendment's change of situs to Nevada, the appointment of Dunham, and the other terms of the First Amendment, as well as the validity of the Trust and the First Amendment itself.

---

[3] See Certification of Service for Opposition to Christopher D. Davis' Motion to Dismiss Pursuant to NRCP (12)(b) and NRCP 19 dated April 13, 2015 (This correction was made by Caroline Davis after Christopher Davis filed his Motion to Dismiss alerting the parties as to the defectiveness of both the service of process and the defective nature of the purported first amendment).

Article 12, Section 3 of the FHT requires "Any proceedings to seek judicial instructions or a judicial determination shall be initiated by my Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts. Because under the terms of the FHT, questions of validity must be determined under Alaska law, and Alaska is the venue which has original jurisdiction of the FHT until the attempted change of situs is accomplished, and an Alaska court must determine whether the change of situs and the First Amendment were valid. Only then should the Nevada court take jurisdiction over the FHT, and only if jurisdiction is then appropriate.

Alaska law allows for modification of an irrevocable trust upon consent, but by court approval. AS 13.36.360 Modification or Termination of Irrevocable Trust By Consent, reads:

> (a) Except as otherwise provided by this section, on petition by a trustee, settlor, or beneficiary, a court may modify or terminate an irrevocable trust if all of the beneficiaries consent and if continuation of the trust on the existing terms of the trust is not necessary to further a material purpose of the trust. However, the court, in its discretion, may determine that the reason for modifying or terminating the trust under the circumstances outweighs the interest in accomplishing the material purposes of the trust. The inclusion of a restriction on the voluntary or involuntary transfer of trust interests under AS 34.40.110 may constitute a material purpose of the trust under this subsection, but is not presumed to constitute a material purpose of the trust under this subsection.
>
> (b) Unless otherwise provided in the trust instrument, an irrevocable trust may not be modified or terminated under this section while a settlor is also a discretionary beneficiary of the trust.

(c) If a beneficiary other than a qualified beneficiary does not consent to a modification or termination of an irrevocable trust that is proposed by the trustee, settlor, or other beneficiaries, a court may approve the proposed modification or termination if the court determines

(1) if all the beneficiaries had consented, the trust could have been modified or terminated under this section; and

(2) the rights of a beneficiary who does not consent will be adequately protected or not significantly impaired.

(d) In (c) of this section, "qualified beneficiary" means a beneficiary who

(1) on the date the beneficiary's qualification is determined, is entitled or eligible to receive a distribution of trust income or principal; or

(2) would be entitled to receive a distribution of trust income or principal if the event causing the trust's termination occurs.

It is well settled that a trust may only be modified in accordance with its specific terms.[4] Where a trust instrument requires the consent of specific parties in order for an amendment to be valid, the lack of consent will invalidate a purported amendment.[5] This required consent demonstrates the importance of having Alaska USA Trust Company ("Alaska USA") or their successor-in-interest (and predecessor trustee) Alaska Trust Company demonstrate authority and consent to change the situs of the FHT from Alaska to Nevada, because unless this evidence of

---

[4] *Dallinger v. Abel*, 199 Ill. App. 3d 1057, 1059-1060 (Ill. App. Ct. 1990) citing *Parish v. Parish* (1963), 29 Ill. 2d 141, 149, 193 N.E.2d 761, 766.) (It is elementary that if the method of exercising a power of modification is described in the trust instrument, the power can be asserted only in that manner.)

[5] *Williams v. Springfield Marine Bank*, 131 Ill. App. 3d 417, 475 N.E.2d 1122 (1985) (This rule was applied where the trust instrument permitted amendment by the settlors, the appellate court holding that an attempted amendment by only one settlor, after the other had died, was invalid.); See also Restatement (Second) of Trusts § 331, Explanatory Notes, comment e, at 144 (1959) ("If the settlor reserves a power to modify the trust only with the

consent is provided, the FHT situs cannot be changed. The consents of some of the beneficiaries and the FHT Trust Protector was not enough to meet the strict requirements of the condition precedent (i.e. change of situs) for the purported First Amendment.

Caroline has provided no evidence of any written or even oral consent of any trustee authorizing the FHT's change in situs prior to Alaska USA's resignation on December 5, 2013. She has not provided any evidence of Tarja having consented to the change of situs. She has not provided any evidence of the unanimous agreement of Beatrice Davis's children to appoint a successor trustee in the event the Trust Protector fails to appoint a Successor Trustee within thirty (30) days after Alaska USA resigned, [6] and even if they had, the successor trustee and Tarja would have had to consent to the change of situs. Therefore, the change of situs under the purported First Amendment must be presumed invalid until such evidence of an acting Trustee's consent can be produced and evidence of the Trustee's and all beneficiaries' consent of the change in situs can be obtained. Further and most importantly, such a dispute, which includes the validity of the First Amendment, must be brought in Alaska, as the original situs of the FHT before the purported First Amendment and the attempted change of situs.

Christopher asserts that the change of situs is invalid because of the lack of consent of all beneficiaries and the absence of action by an Alaska Trustee. The determination of the validity of the purported First Amendment and the change of situs (as well as its other provisions) is a condition precedent to the Nevada court taking jurisdiction over the FHT. That determination must be made under Alaska law before the Nevada court can assert jurisdiction over the FHT. Caroline alleges that the FHT Trust Protector validly appointed Dunham as successor Trustee on

---

consent of one or more of the beneficiaries, or of the trustee, or of a third person, he cannot modify the trust without such consent.").

[6] See Trust, Article Eleven, Section 3(c), Page 11-3, attached as Exhibit 1 to Caroline Davis's Original Petition.

February 24, 2014, citing the second paragraph of Article 14, Section 6 as his authority to do so; however as noted herein, she omitted the preceding paragraph relating to the change of situs which is the condition precedent before an amendment can be authorized. Although the FHT authorizes the Trust Protector and/or the beneficiaries to appoint a successor trustee in certain circumstances, the change of situs could only be authorized upon consent by all beneficiaries, and approval by a trustee in the original situs of Alaska

When the terms of a trust are not followed, the resulting actions based upon such deviation may be invalidated.[7] Under the terms of the FHT, discussed above, it was not Dunham's consent that was required to change the situs. The timing of the purported First Amendment and Dunham's consent put the cart before the horse. In order to move the situs of the FHT from Alaska to Nevada or any other jurisdiction, all the beneficiaries had to consent, the "then acting Trust Protector" had to consent, and the Alaska trustee had to consent only after obtaining the requisite legal advice. Only then could a change in situs occur. (This is a different and more demanding standard than merely changing the trustee to another Alaska trustee.) Another Alaska Trustee could have been appointed, and the consent of all the beneficiaries could have been obtained; then upon agreement by the Trustee, all beneficiaries, and the Trust Protector, the situs could have been validly changed. However, the FHT's purported First Amendment attempts to change the FHT's situs while concurrently appointing Dunham as a "directed trustee". Again, Dunham's valid appointment as a Trustee, and its consent to serve, could have been achieved only after the situs of the FHT was changed from Alaska to Nevada. Had all of the beneficiaries consented, the decision to change the situs may

---

[7] *Northwestern University* v. *McEloraine*, 108 Ill. App. 3d 310, 438 N.E.2d 1369 (1982) (This rule was applied where the settlor had neglected to follow the terms of the trust which required for an amendment only that the settlor put the amendment in writing, sign it, and deliver it to the trustees during the settlor's lifetime.)

have found a more stable legal basis had Dunham been doing business in Alaska. But as a Nevada trustee, Dunham would have had to already be in tenure as trustee, procured advice from legal counsel about the tax and other consequences of moving the FHT situs, and then authorized the actual change in FHT's situs from Alaska. The requisite consent of an authorized Alaska trustee and all the beneficiaries does not appear in the purported First Amendment or in any other document, and Caroline Davis does not provide any other evidence of a Trustee's consent between December 2013 and February 2014. The condition precedent of all the beneficiaries' consents and the Alaska trustee's consent was not met in order to provide authority to then acting Trust Protector, Stephen Lehnardt, to change the situs of the FHT without the consent of an Alaska Trustee as required by the terms of the FHT. The FHT's purported First Amendment's change of situs is, therefore, invalid.

Establishing the validity of the FHT's purported First Amendment under NRS 164.010 without invoking Alaska jurisdiction is Caroline's "attempted foothold" in her urging for this Court to take improper *in rem* jurisdiction over the FHT, FHT Holdings, and personal jurisdiction over Dunham, but more importantly it is the defective basis upon which she urges this Court to assume jurisdiction over Christopher in all his capacities within any family entity, foreign or domestic, including the Revocable Trust and the Davis Family Office which are residents of Missouri. Even assuming arguendo that jurisdiction is proper through the untenable theory that the the First Amendment is valid, this court could only obtain jurisdiction over the FHT. Thus, Caroline is more than willing to overlook the FHT's requirements for change of situs and the jurisdictional prerequisites, and arrive at the erroneous conclusion that somehow Christopher and Mr. Lenhardt "consented to the jurisdiction of this Court by operation of law." Noticeably, Caroline cites NRS 163.5555 as authority for this statement but ignores the

requirement that the FHT be subject to the laws of Alaska, which, is clearly in dispute precisely because of the invalidity of the purported First Amendment's change of the FHT's situs to Nevada.

It is clear that even during the life of Beatrice B. Davis, the situs of the FHT could not be changed unless her Alaska trustee had obtained an opinion of legal counsel to the effect that the change in situs would not impact adversely on the spendthrift provisions of the FHT.[8] The express purpose of the FHT was to support and protect Beatrice's family for generations to come, through the protection for the shares allocated to each beneficiary, so that no situation would be created that could expose any of the beneficiary's shares to the claims of creditors including amongst any beneficiary acting as a creditor to another.[9] The attempted appointment as Dunham as a directed trustee shedding all its liability onto Christopher clearly contravened her intent.

Beatrice Davis, the trustmaker, was very clear that even if a power was granted to her Trustee by applicable state and federal statutes, it would be strictly limited to any express limitations or contrary directions in the FHT.[10] Any amendment to change the situs of the FHT would require the opinion of legal counsel as to its effect and be curtailed, if applicable, by the terms of the FHT. This protection is implicit in the requirement that the advice of legal counsel be sought by the Trustee prior to a change in situs of the FHT.[11] There is simply no evidence to suggest that such an opinion was obtained by the Alaska Trustee prior to the purported change in FHT situs.

---

[8] See Trust, Article Fourteen, Section 6, Page 14-7 and 14-8.
[9] See Trust, Article 8, Section 3 (b), Page 8-3.
[10] See Trust, Article Thirteen, Section 3.z., Page 13-19.
[11] See Trust, Article Fourteen, Section 6, Page 14-7 and 14-8.

Because of the lack of evidence of the required consent by the Alaska trustee and all the beneficiaries, and because the Alaska trustees initiated and completed all the transactions for which Caroline is demanding an account, the presence of the predecessor Alaska trustees acting prior to February 24, 2014 (the date of the purported First Amendment) is indispensable to this matter, in order to determine the validity and consent issues discussed herein. Without the indispensible party(ies) being joined, including Alaska Trust, the predecessor trustee and successor in interest of Alaska USA, and/or another Alaskan successor after December 5, 2013, the matter cannot properly adjudicated.

B. **Indispensible Parties to this Action and Caroline's Failure to Provide Notice or Service**

Caroline alleges that "During their tenure as Trustee, both Alaska[12] and Alaska USA distributed approximately $2,164,744.68, from loans taken against the Ashley Cooper Life Insurance Policy, to Christopher individually, and as a co-trustee with Caroline of the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended (the "Revocable Trust"), and as Manager of the Davis Family Office, a Missouri limited liability company (the "Davis Office"). Caroline apparently believes that the Alaska trustees which allegedly procured more than two million dollars in policy loans from Ashley Cooper Life Insurance Policy for various FHT purposes, including making loans to Beatrice and paying their own fees, are not indispensible parties, simply because she alleges that, Mr. Davis, in his individual capacity, and in capacity as Trustee of the Revocable Trust, and as Manager of the Davis Office, was the only individual to

[12] Alaska Trust Company was the predecessor trustee of the Beatrice B. Davis Family Heritage Trust dated July 28, 2000 prior to Alaska USA Trust Company.

receive distributions as a result of such loans and the only one privy to the information sought by Ms. Davis,..."[13] Her allegation is misplaced.

Caroline apparently believes that neither Beatrice, nor the Alaska trustees, nor any other entity, were the recipients of any of the FHT funds borrowed, distributed, or otherwise disbursed from the Ashley Cooper Life Insurance Policy, which based upon the administration expenses by Alaska and/or Alaska USA or the Trust Protector is improbable at best. Under Alaska law and almost every other jurisdiction in the United States, a trustee is entitled to fees, and the mandate of an accounting for trust assets is directed to the trustee that actually administered the trust funds or assets, not to a beneficiary or other creditor or debtor of the trust.[14] In this case, those trustees required to account would be Alaska Trust and Alaska USA (now merged into Alaska USA) and they are the only ones who could account for these transactions, and whether or not they received any of those funds including but not limited to their administration costs or other investment expenses, as well as for what purposes the loans, distributions, or disbursements were made. Because only they would have such information, they are a necessary and indispensible party. Caroline's request would greatly prejudice and unduly burden Christopher to attempt secure information from and in the possession of the prior trustees in Alaska for documentation that Caroline desires through a proceeding in Nevada, during the time that she had co-equal status with him as a beneficiary. Alaska and/or Alaska USA would be the proper parties from whom to request her desired information.

Notably, Caroline alleges that Dunham Trust Company is an indispensible party, having allegedly received a mere $25,000 of the total amount of policy loans (presumably for its fees and expenses) while Alaska and Alaska USA **are not** indispensible parties after having

---

[13] See Opposition at 7:20-22.

allegedly received and distributed $2,164,744.68 as well as allegedly transferring all the assets of the FHT to Dunham. Interestingly, the information Caroline Davis is requesting would be in the possession of the two Alaska trustees that she claims are not indispensable, which is an unreasonable argument. It is unclear if Caroline even bothered to request an accounting from either Alaska Trust or Alaska USA concerning their alleged receipt and distribution of $2,164,744.68, or from Dunham regarding the $25,000 that was allegedly loaned during Dunham Trust Company's alleged trusteeship before rushing to this court for a remedy. As a beneficiary, she could have easily requested this information from these trustees without filing the present court action.

Because of her rush to court without apparently requesting these documents from the trustees, Caroline now attempts twice to indicate that she is "not now objecting to the loans and distributions being made or claiming any breach of fiduciary duty..." or she "is not now claiming any willful misconduct or gross negligence by Alaska or Alaska USA."[14] However, she has asked this court to assume jurisdiction over the Nevada trustee, the FHT, the Trust Protector and trust adviser, and if she succeeds, she will file any future action in this same Nevada case. Therefore, her allegation that "Alaska and Alaska USA have no interest in the outcome of the relief being sought by Ms. Davis in her Petition" is incorrect. Alaska and Alaska USA would have every interest in the outcome of this action because they were trustees of the Trust who made the trust loans which are the subject of Caroline's concerns, and over which she has asked this Court to exercise *in rem* jurisdiction. Furthermore, they were trustees for the time periods in which Caroline seeks all information and, therefore, logically any information and/or claims arising from the information in Alaska and Alaska USA's possession is relevant to them.

[14] See Alaska Statute 13.36.080; See also NRS 164.015 and NRS 153.031(1)(b).

Relying on the purported validity of the First Amendment to the FHT, Caroline comes to the misleading conclusion that, "[because] Dunham Trust lacked the authority to act, the transfer of the Ashley Cooper Life Insurance Policy must have been done at the direction of Mr. Davis, as Investment Trust Advisor." Noticeably, Caroline removes any reference to the Alaska or Alaska USA Trustees who would have the information or approved any alleged transfers and have the information pertaining thereto. Caroline freely omits information to wrongfully obtain the information she seeks. She further ignores that the manager of an LLC wholly owned by the Trustee who is a beneficiary of the trust would not have the authority to transfer the policy to itself. Caroline leaps to her finger-pointing apparently without bothering to request the transfer documents either from Dunham or the Puerto Rico custodian.

Caroline is simply attempting to gain access to records that she could request from the parties that she claims are not indispensable, and to delve into Christopher's personal affairs. She has asked for an accounting from him as to the use of all the loan proceeds, disbursements or distributions from the FHT, without regard to the entity or person who in fact was the borrower or recipient. It is a question for the Alaska trustee as to whether the loans or distributions were made in accordance with the provisions of the FHT. With 20/20 hindsight, Caroline may regret that she did not borrow funds, request distributions, or demand an accounting from the Alaska trustees while she was able to do so. Now she is asking this Court to turn a blind eye and "look beyond"[16] her failure to even make any appropriate request on the proper parties or serve the proper parties that would have the information that she is seeking. Christopher respectfully requests that this Court grant his motion to dismiss and deny Caroline's claims in their entirety.

---

[16] See Page 7, lines 24-25 and Page 8, lines 17-18 of Caroline Davis's Objection.

C. Individual Parties or Entities Were Not Properly Served for the Court to Exercise Jurisdiction, and FHT Holdings' Corporate Form May Not Be Disregarded

In an effort to buttress her argument regarding their lack of proper service upon FHT Holdings, LLC, Caroline cites to inapplicable case law from Surrogate's Court of New York, New York County, which does not address the necessity of providing proper service to a corporation. In similar fashion to her omission of the language of the PHT as it related to the condition precedent to any future amendment, she even withheld the pertinent language for the cited case which actually held that, "It is sometimes said that where an estate or trust owns all or substantially all of the shares of a corporation, the corporate form may be disregarded and the situation viewed just as if the fiduciaries held title to the corporate assets. This would appear to be an oversimplification of the matter. It is not so much a matter of disregarding the corporate form, but rather of giving paramount consideration to the testamentary plan and scheme, and effectuating it in the manner prescribed by the testator. (citation omitted) Sometimes, due consideration of the testamentary plan demands that the corporate form be respected. This is particularly true where the testator directed the formation of a corporation or the continuance of one formed during his lifetime. (citation omitted)."[17]

Under the facts of this case, Beatrice, as Trustmaker, did not form FHT Holdings, LLC, and did not specify that FHT Holdings be given consideration as part of her testamentary plan and scheme. Based upon the definition of the case cited by Caroline, she is attempting to oversimplify this matter, which cannot be done with regard to the facts presented in this matter.

---

[16] Petition at 7:5-6.

[17] In the Matter of Schnur, 39 Misc. 2d 880, 887, 242 N.Y.S.2d, at 132 (1963).

Furthermore, in *Swensen v. Sheppard*, our Nevada Supreme Court recognized that NRS 164.010(1) and NRS 164.015(6) do not give the court jurisdiction to impose personal judgments.[18] Likewise, it found that it could not impose personal liability on individuals or entities which "required the court to acquire 'personal jurisdiction over [them as] part[ies], normally through appropriate process based on contacts with the jurisdiction or through [their] general appearance therein to defend on the merits.'"[19]

In her Opposition, however, Caroline attempts to request this court take exception to the requirements for proper service and notice, which is entirely improper. Caroline is attempting to use the relaxed standards of statutory *in rem* jurisdiction for the more stringent requirements necessary to obtain the necessary personal jurisdiction over Christopher Davis, individually or upon FHT Holdings, LLC. Again, this is improper and contrary to due process requirements. Proper notice and service are required for personal jurisdiction over a party especially when requesting the court to exercise power and authority over an individual party or upon a business entity.

Furthermore, when assets are transferred with proper authority to a business entity, then the property becomes part of the business entity and not the trust.[20] Thus, a district court's *in rem* jurisdiction under NRS 164.010(1) and NRS 164.015(6) over the trust assets do not extend to assets transferred from the trust to a business entity or to a third party from that business entity.[21] Therefore, even if the Court were to obtain jurisdiction over the insurance policy administered by a Puerto Rico insurer with the advice of the Canadian broker-dealer investment

---

[18] *Swensen v. Sheppard (In re Abood)*, 314 P.3d 941, 946 (Nev. 2013)
[19] Id, citing Restatement (Second) of Judgments § 30(2) cmt. c; see Young v. Nev. Title Co., 103 Nev. 436, 442, 744 P.2d 902, 905 (1987) ("A court does not have jurisdiction to enter judgment for or against one who is not a party to the action.")
[20] *Swensen v. Sheppard (In re Abood)*, 314 P.3d 941, 945-946 (Nev. 2013)
[21] Id.

advisor, Caroline would also have to seek personal jurisdiction over Christopher, individually, or FHT Holdings, LLC to obtain any relief she seeks. She did not do so.

Therefore, the due process rights of the entities must be respected, and service properly administered in order to obtain jurisdiction over Christopher, individually, and FHT Holdings, LLC. Therefore, Caroline's Original Petition should be dismissed.

D. Additional Indispensable Parties Named in Opposition Were Not Served; therefore, Jurisdiction is Improper over Them.

Caroline admittedly did not include additional parties in her Original Petition that she now alleges were recipients of FHT funds and loans from the insurance policy. Caroline alleges that, "During their tenure as Trustee, both Alaska and Alaska USA distributed approximately $2,164,744.68, from loans taken against the Ashley Cooper Life Insurance Policy, to Mr. Davis individually, as co-Trustee (with her) of the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as amended (the "Revocable Trust"), and as Manager of the Davis Family Office, a Missouri limited liability company (the "Davis Office"). In order to allegedly distribute loans, Alaska and Alaska USA must have been recipients of FHT funds. In order to make a loan of FHT funds to Alaska and Alaska, the custodian of the Ashley Cooper Life Insurance Policy must have been in receipt of FHT funds. If, as alleged, FHT funds were received by Christopher, the Revocable Trust, and the Davis Family Office from Alaska and Alaska USA, all three would have been recipients of those funds. Of the prior six alleged recipients, none of them was afforded proper notice or service in this matter. Therefore, this court lacks jurisdiction over these parties. Particularly, Nevada law does not allow for this Court to take jurisdiction over the Revocable Trust and the Davis Family Office, which are Missouri entities,

without examining the requirements necessary for jurisdiction over foreign entities holding only personal property.

Caroline, in effect, argues 1) the entity authorized to make the policy loan is not an indispensible party, 2) that the party making the loans or distributions does not even need to be noticed or served concerning the policy loans, 3) the only individual alleged as a recipient does not need to be served pursuant to NRCP 4; and 4) that notice or service either under NRCP 4 or NRS 155.010 does not need to be provided to the remaining alleged distributees and recipients of FHT funds. These four arguments violate all constitutionally protected due process rights and related laws existent in Nevada, and likely every other jurisdiction in the United States. Proper parties should be included in lawsuits affecting their rights or responsibilities and proper personal and subject matter jurisdiction should be obtained over all parties in such lawsuits.

Caroline admittedly understands the importance of obtaining *in rem* jurisdiction over a trustee of a trust pursuant to NRS 164.010, because she asks this Court to assume jurisdiction of the FHT pursuant to this statutory authority. Notwithstanding this admission, she seeks jurisdiction over Christopher Davis, individually, as trustee of the Revocable Trust, and as manager of FHT Holdings without even bothering to serve notice under NRS 155.010 or pursuant to NRCP 4. Furthermore, Caroline failed to serve the custodian of the Ashley Cooper Life Insurance Policy of which she claims provided the loans to the FHT.

Admittedly, all of these parties were admittedly never even served by Caroline, and therefore her Petition must be dismissed for lack of proper jurisdiction over these parties.

Notice and service of process were never given to these parties, and the Court is without jurisdiction over them. Therefore, Caroline's claims in her Original Petition must be dismissed.

E. The Alaska Trustees are Indispensible Parties and Meet NRCP 19 Requirements; therefore, without a Joinder of these Parties, this Matter Must be Dismissed.

In Reply to the NRCP 19 factors discussed by Caroline in her Opposition, it is evident that Caroline belies her own statements. Caroline indicates on the one hand that Alaska and Alaska USA would not be "placed in a position in which they would need to protect any interest"[22] while on the other indicating that Caroline is "not <u>now</u> claiming any willful misconduct or gross negligence by Alaska or Alaska USA" suggesting that when she obtains any of Alaska or Alaska USA documents that possible claims are likely to follow.[23] Alaska or Alaska USA must be allowed to defend themselves if necessary or protect themselves from liability in the accuracy of information that may be provided during their tenure as Trustees of the FHT to avoid claims of willful misconduct or gross negligence by Caroline.

Furthermore, Christopher will be subjected to double or multiple or otherwise inconsistent obligations in possibly many jurisdictions as a result of Caroline's claims without the necessary parties, Alaska and Alaska USA, joined to the present matter. Caroline seems to ignore the fact that she has now named multiple Defendants in this matter whose interests must all be considered, especially in light of the fact that proper service has not been effectuated on them for an order or judgment to be rendered against them in this matter.

Curiously, Caroline then requests the Court to seek relief from Christopher individually if the Court does find that Alaska and Alaska USA are indispensable parties. She wrongfully asks the court to order Christopher to provide the documents that are in Alaska and Alaska USA's possession without gaining proper jurisdiction over him individually. She wrongfully alleges that such a request would allegedly not be prejudicial to Christopher and allegedly

---

[22] See Caroline's Opposition, Page 8, lines 21-22.

would be an adequate remedy, although the requested documents would be in the Trustee's possession.

She also falsely alleges that Alaska cannot allegedly assume jurisdiction over Christopher, erroneously citing NRCP 19(b) for this proposition.[24] With proper service to Christopher, Caroline could obtain jurisdiction over Christopher in Alaska if Alaska has jurisdiction over the FHT.[25]

Joinder of Alaska and Alaska USA, Inc., is necessary as previously explained in Christopher's Original Motion to Dismiss and herein. If their joinder is not feasible, then this matter must be dismissed, because they are necessary and indispensable parties to this matter.

III. CONCLUSION

For the foregoing reasons, Christopher respectfully requests the Court do the following,

1. Deny Caroline's Original Petition in its entirety;
2. Deny Caroline's Opposition in its entirety; and
3. Grant the relief requested in Christopher's Original Motion to Dismiss and all further requests made in his Reply to Caroline's Opposition to his Original Motion to Dismiss;
4. Deny jurisdiction over the FHT Trust as a proceeding *in rem* until an Alaska court determines the validity of the change in situs, and/or the First Amendment;

---

[23] See Caroline's Opposition, Page 8, lines 17-18 (emphasis added).
[24] See Caroline's Opposition, Page 9, lines 14-15 and fn 24.
[25] *See* AS 13.36.375. Trustee Advisor: (a) A trust instrument may provide for the appointment of a person to act as an advisor to the trustee with regard to all or some of the matters relating to the property of the trust. (b) Unless the terms of the trust instrument provide otherwise, if an advisor is appointed under (a) of this section, the property and management of the trust and the exercise of all powers and discretionary acts exercisable by the trustee remain vested in the trustee as fully and effectively as if an advisor were not appointed, the trustee is not required to follow the advice of the advisor, and the advisor is not liable as or considered to be a trustee of the trust or a fiduciary when acting as an advisor to the trust; *See* also AS 13.36.035 (a) The court has exclusive jurisdiction of proceedings initiated by interested parties concerning the internal affairs of trusts, including trusts covered by (c) of this section. Except as provided in (c) and (d) of this section, proceedings that may be maintained under this section are those concerning the administration and distribution of trusts, the declaration of rights, and the determination of other matters involving trustees and beneficiaries of trusts.

5. Deny jurisdiction over the Revocable Trust and the Davis Family office;

6. Deny jurisdiction over Christopher Davis personally;

DATED this 17th day of April, 2015.

Respectfully Submitted,
ROLAND LAW FIRM

Harriet H. Roland, Esq.
NV Bar No. 5471
2470 E. St. Rose Pkwy, Ste. 105
Henderson, NV 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
hroland@rolandlawfirm.com

Attorney for Christopher D. Davis

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Anthony L. Barney, Ltd., and not a party to this action. I further certify that except as otherwise noted on April 20, 2015, I served the foregoing **CHRISTOPHER D. DAVIS' REPLY TO CAROLINE DAVIS' OPPOSITION TO HIS MOTION TO DISMISS PURSUANT TO NRCP (12)(b) AND NRCP 19** by first class US mail, postage prepaid, upon the following persons or entities:

Tarja Davis
514 West 26th Street, #3E
Kansas City, Missouri 64108.

Ace Davis
c/o Winfield B. Davis
366-6 Habu Aridagawa Arida
Wakayama 643-0025
JAPAN

Christopher D. Davis
514 West 26th Street, #3E
Kansas City, Missouri 64108

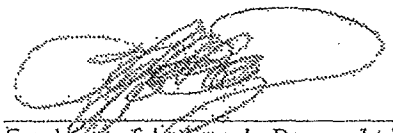
Registered Agent Solutions, Inc.
Resgistered Agent for FHT Holdings, LLC, a Nevada Limited Liability Company
4625 West Nevso Drive, Suite 2
Las Vegas, Nevada 89103

Stephen Lehnardt
20 Westwoods Drive
Liberty, Missouri 64068
Stephen@lehnardt.com

Winfield B. Davis
366-6 Habu Aridagawa Arida
Wakayama 643-0025
JAPAN

Mark Solomon, Esq.
Joshua Hood, Esq.
SOLOMON DWIGGINS & FREER, LTD.
9060 W. Cheyenne Ave.
Las Vegas, NV 89129
Attorney for Petitioner Caroline Davis

Charlene Renwick, Esq.
Lee, Hernandez, Landrum & Garofalo
7575 Vegas Drive, #150
Las Vegas, Nevada 89128
Attorney for Dunham Trust Company



Employee of Anthony L. Barney, Ltd.

EXHIBIT Q

EXHIBIT Q

Electronically Filed
08/28/2015 12:56:50 PM

CLERK OF THE COURT

HARRIET H. ROLAND, ESQ.
NV Bar No. 5471
ROLAND LAW FIRM
2470 E. St. Rose Pkwy, Ste. 105
Henderson, NV 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
hroland@rolandlawfirm.com

ANTHONY L. BARNEY, ESQ.
Nevada Bar No. 8366
TIFFANY S. BARNEY, ESQ.
Nevada Bar No. 9754
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102
Telephone: (702) 438-7878
Facsimile: (702) 259-1116
office@anthonybarney.com
Attorneys for Christopher D. Davis

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

In the matter of:

The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014.

Case No.: P-15-083867-T

Dept. No.: 26

CHRISTOPHER D. DAVIS' MOTION FOR A PROTECTIVE ORDER AND TO QUASH OR MODIFY THE SUBPOENA

CHRISTOPHER D. DAVIS ("Christopher"), by and through his attorneys HARRIET H. ROLAND, Esq., of the ROLAND LAW FIRM and ANTHONY L. BARNEY, Esq., of the law office of ANTHONY L. BARNEY, LTD., and hereby files his motion for a protective order, for

the court to quash or modify the subpoena, and for the court to award attorney fees and costs pursuant to NRCP 37(a)(4). This pleading is based on the Memorandum of Points and Authorities attached hereto, any exhibits attached hereto, and any oral argument that will be heard in this matter.

DATED this 28th day of August, 2015.

Respectfully Submitted,
ROLAND LAW FIRM

Harriet H. Roland, Esq.
Attorney for Christopher D. Davis

Respectfully Submitted,
ANTHONY L. BARNEY, LTD.

Anthony L. Barney, Esq.
Attorney for Christopher D. Davis

NOTICE OF MOTION

TO: CAROLINE DAVIS, Petitioner, by and through her attorneys, MARK SOLOMON, ESQ., and JOSHUA HOOD, ESQ., of SOLOMON DWIGGINS & FREER, LTD.

TO: DUNHAM TRUST, by and through its attorney, CHARLENE RENWICK, ESQ., of LEE HERNANDEZ LANDRUM & GAROFALO

TO: STEPHEN LENHARDT by and through his attorney, JONATHAN W. BARLOW, ESQ., of CLEAR COUNSEL LAW GROUP

TO: FHT HOLDINGS LLC, A Nevada Limited Liability Company, Respondent through Registered Agent Solutions, Inc.

TO: WIN B. DAVIS

TO: ACE DAVIS

TO: CHERYL DAVIS

PLEASE TAKE NOTICE that the above-entitled court will hear CHRISTOPHER D. DAVIS' MOTION FOR A PROTECTIVE ORDER AND TO QUASH OR MODIFY THE SUBPOENA at the following date and time: September 30, 2015 @ 9:00AM

Date:

Time:

Anthony L. Barney, Esq.
ANTHONY L. BARNEY, LTD.
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102
Attorneys for Christopher D. Davis

MEMORANDUM OF POINTS AND AUTHORITIES

I. FACTS PRESENTED

As this court is aware, Christopher D. Davis has sought reconsideration of this Court's order because jurisdiction was improperly taken by this Court over the Beatrice B. Davis Family Heritage Trust dated July 28, 2000 (hereinafter "FHT" and "Trust") based on an improper change of situs and that there are indispensable parties that have not been joined by Caroline, and if they cannot be joined, then the proceeding must be dismissed. He filed his Petition for Reconsideration of the Order Dated May 19, 2015 re: Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust Dated July 28, 2000, as Amended on February 24,

2014, to Assume Jurisdiction over Christopher D. Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee, and for Immediate Disclosure of Documents and Information from Christopher D. Davis ("Petition for Reconsideration") on July 14, 2015. All facts presented in his Petition for Reconsideration are incorporated herein as if set forth fully herein. Caroline Davis ("Caroline") then noticed Christopher D. Davis ("Christopher") for a deposition to be taken on September 3, 2015 at 10:00 a.m. in his alleged role as Investment Trust Advisor and Manager of FHT Holdings, LLC.

Just as Christopher is disputing the alleged jurisdiction of the Court taken under the May 19, 2015 Order, Caroline herself is contesting the jurisdiction of the Court by the filing of her Motion to Amend or Modify Order Pursuant to NRCP 60(b)(3) ("Motion to Amend"). She recognizes that taking jurisdiction over the Trust as a constructive trust is clearly erroneous.[1] A constructive trust is a remedy for equitable relief and the court must first take in personam jurisdiction to award a constructive trust.[2] With Caroline's recognition of the incorrect jurisdiction taken by this Court in its May 19, 2015 Order, the Court clearly does not have proper jurisdiction over the Trust, alleged Trust Protector, or alleged Trust Investment Advisor. Without proper jurisdiction and in personam jurisdiction over his person, Christopher is clearly not required to obey a subpoena or submit to the deposition scheduled for September 3, 2015.

Furthermore, both the Petition for Reconsideration and Motion to Amend will be heard one day before Caroline has noticed Christopher for his deposition. Therefore, even if this court

---

[1] See Petition for Reconsideration, Page 24-28.

[2] Id.

does assert jurisdiction over the Trust, clearly the fifteen day period required by NRCP 45 would be violated unless and until proper jurisdiction, if any, was ordered by this Court.

Both Caroline and Christopher are contesting the proper jurisdictional basis upon which this court asserted jurisdiction. It is clear that a subpoena upon a party over whom this court does not have personal jurisdiction or as argued, even in his role as an investment trust advisor (which is currently on reconsideration and over which there is an appeal), is in clear need of modification and in need of a protective order.

In an effort to save attorney fees and costs, Christopher reached out to Caroline's counsel to postpone the deposition until a time fifteen days after the notice of the entry of the court's order regarding its further clarification and/or assertion of jurisdiction.[3] On August 27, 2015, Caroline's counsel notified Christopher's counsel by telephone that they were denying Christopher's request. On August 27, 2015, Christopher's counsel again, in good faith, requested that Caroline counsel's reconsider their decision;[4] however, Caroline's counsel denied Christopher's request.[5] Therefore, Christopher was forced to file this motion for a protective order.

II. LEGAL AUTHORITY AND ARGUMENT

NRCP 26(c) indicates that a protective order may be sought in which justice requires to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense, including one or more of the following situations:

> (1) that the discovery not be had;
> (2) that the discovery may be had only on specified terms and conditions, including a designation of the time or place;

---

[3] See Letter from Anthony L. Barney dated August 26, 2015 faxed to Solomon, Dwiggins & Freer, Ltd on August 26, 2015, attached hereto and incorporated herein as Exhibit A.
[4] See letter dated August 27, 2015 from Anthony L. Barney, Esq. faxed to Solomon, Dwiggins & Freer, Ltd on August 27, 2015, attached hereto and incorporated herein as Exhibit B.
[5] See Email from Joshua Hood dated August 28, 2015, attached hereto and incorporated herein as Exhibit C.

(3) that the discovery may be had only by a method of discovery other than that selected by the party seeking discovery;
(4) that certain matters not be inquired into, or that the scope of the discovery be limited to certain matters;
(5) that discovery be conducted with no one present except persons designated by the court;
(6) that a deposition after being sealed be opened only by order of the court;
(7) that a trade secret or other confidential research, development, or commercial information not be revealed or be revealed only in a designated way;
(8) that the parties simultaneously file specified documents or information enclosed in sealed envelopes to be opened as directed by the court.

NRCP 45(c) imposes responsibilities upon the parties or attorneys responsible for issuing and serving subpoenas as follows:

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

Additionally, pursuant to NRCP 45(c)(3)(A), the witness upon whom the party is imposing the undue burden or expense, may seek to quash or modify a subpoena if the party or attorney:

(i) fails to allow reasonable time for compliance;
(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or
(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or
(iv) subjects a person to undue burden.

Addressing the Federal counterparts to NRCP 26 and NRCP 45 the 9th circuit held that "Rule 26(c) and Rule 45(c)(3) give ample discretion to district courts to quash or modify subpoenas causing "undue burden." The Federal Rules also afford nonparties special protection

against the time and expense of complying with subpoenas."[6] Additionally, non-party status is s significant factor when determining whether a subpoena places an undue burden upon a party.[7]

In order to obtain *in personam* jurisdiction over a non-resident party the court must comply with Nevada's long arm statute found in NRS 14.065. NRS 14.065 requires personal service of a summons in accordance with NRCP 4, and adherence to the requirements of federal due process. Due process limitations on the jurisdiction of the court serve two important functions. "It protects the defendant against the burdens of litigating in a distant or inconvenient forum. And it acts to ensure that the States, through their courts, do not reach out beyond the limits imposed on them by their status as coequal sovereigns in a federal system."[8] Due process requires at a minimum personal service of process and sufficient minimum contacts with the forum state.[9] Finally, "a judgment rendered in violation of due process is void in the rendering State and is not entitled to full faith and credit elsewhere."[10]

Herein, proper jurisdiction over the Trust has not been obtained as conceded by both Caroline and Christopher.[11] Caroline concedes that the Court does not have jurisdiction as a constructive trust in her Motion to Amend and she requests the Court take *in rem* jurisdiction.[12] Christopher disputes that the Court has jurisdiction as a constructive trust because the court has not taken in personam jurisdiction over him to allow for a constructive trust remedy to be ordered.[13] Indeed, Caroline concedes in her Objection to the Petition for Reconsideration that she "has not requested this Court to assume jurisdiction over Christopher, individually, or as

---

[6] *Exxon Shipping Co. v. United States Dep't of Interior*, 34 F.3d 774, 779, (9th Cir. Alaska 1994)
[7] *Guy Chemical Co. v. Romaco AG*, 243 F.R.D. 310, 313 (N.D. Ind. 2007)
[8] *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 292, (U.S. 1980)
[9] *Omni Capital Int'l v. Rudolf Wolff & Co., 484 U.S. 97, 105, (U.S. 1987)*
[10] *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 291, (U.S. 1980)
[11] See Petition for Reconsideration filed July 14, 2015 and Motion to Amend filed August 10, 2015.
[12] See Motion to Amend, Page 17:23-24.
[13] See Petition for Reconsideration, Pages 24-28.

Trustee of the Revocable Trust."[14] Therefore, there is no constructive trust over which this Court has jurisdiction.

Since the May 19, 2015 Order does not invoke proper jurisdiction, it is void; and this court has no jurisdiction over Christopher in any capacity to require him to appear as a witness in this proceeding. Therefore, a protective order is required to protect Christopher from oppression, undue burden and expense.

As a non-party, Christopher has, in good faith, requested that Caroline postpone the deposition until fifteen days after the Court makes any order of jurisdiction in this matter,[15] but she and her attorneys have failed to allow a reasonable time for compliance pursuant to NRCP 45(c)(3)(A)(i). Additionally, knowing that Christopher lives well over 100 miles away from Clark County, they are forcing Christopher to expend travel time, expenses, and expose him to lost earnings and extra attorney fees in traveling to Clark County, Nevada in violation of NRCP 45(c)(3)(A)(ii). Neither Caroline nor her counsel have made any concessions to travel to Christopher and take his deposition where he is located or compensate him for this travel time and expenses.[16] This certainly subjects him to an undue burden in violation of NRCP 45(c)(3)(A)(iv). Christopher respectfully requests that the Court make each of these findings.

Caroline and her attorney's actions are solely to annoy, embarrass, oppress, and cause undue burden or expense to Plaintiff. Therefore, an order of protection is warranted pursuant to NRCP 26(c) to prevent him from being required to appear for the September 3, 2015 deposition. Christopher requests this Court grant this order of protection and requests this Court quash or modify the subpoena which currently requires him to appear for his deposition on September 3,

[14] See Objection to Petition for Reconsideration 17:15-17.
[15] See Exhibit A and B.

2015. Unless and until there is an order of this Court with proper jurisdiction, then there is no legal or lawful requirement for Christopher to appear as a witness given the undue burden placed upon him while this Court does not have proper jurisdiction over him.

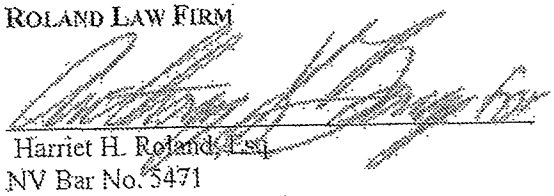
III. CONCLUSION

Christopher respectfully requests the Court do the following:

1. Make the requisite findings as requested herein; and
2. Grant this motion in its entirety

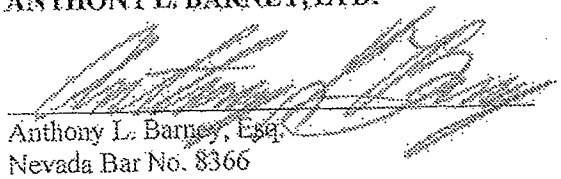
DATED this 28th day of August, 2015.

Respectfully Submitted,
ROLAND LAW FIRM



Harriet H. Roland, Esq.
NV Bar No. 5471
2470 E. St. Rose Pkwy, Ste. 105
Henderson, NV 89074
Telephone: (702) 452-1500
Facsimile: (702) 920-8903
hroland@rolandlawfirm.com
Attorney for Christopher D. Davis

ANTHONY L. BARNEY, LTD.



Anthony L. Barney, Esq.
Nevada Bar No. 8366
3317 W. Charleston Blvd., Suite B
Las Vegas, NV 89102
Telephone: (702) 438-7878
Facsimile: (702) 259-1116
office@anthonybarney.com
Attorney for Christopher D. Davis

[16] See attachment to Exhibit C, where Caroline is forcing Christopher to appear at her attorney's law office in Las Vegas, Nevada.

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Anthony L. Barney, Ltd., and not a party to this action. I further certify that except as otherwise noted on August 28, 2015, I served the foregoing **CHRISTOPHER D. DAVIS' MOTION FOR A PROTECTIVE ORDER AND TO QUASH OR MODIFY THE SUBPOENA** by first class US mail, postage prepaid, upon the following persons or entities:

Cheryl Davis
5403 West 134 Terrace, Unit 1525
Overland Park, KS 66209

Tarja Davis
3005 North Beverly Glen Circle
Las Angeles, California 90077
And
514 West 26th Street, #3E
Kansas City, Missouri 64108

Winfield B. Davis
Skyline Terrace Apts.
930 Figueroa Terr. Apt. 529
Los Angeles, California 90012-3072

Ace Davis
c/o Winfield B. Davis
Skyline Terrace Apts.
930 Figueroa Terr. Apt. 529
Los Angeles, California 90012-3072

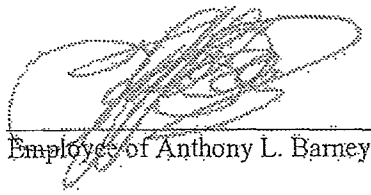
Christopher D. Davis
3005 North Beverly Glen Circle
Los Angeles, California 90077
And
514 West 26th Street, #3E
Kansas City, Missouri 64108

Registered Agent Solutions, Inc.
Resgistered Agent for FHT Holdings, LLC, a Nevada Limited Liability Company
4625 West Nevso Drive, Suite 2
Las Vegas, Nevada 89103

JONATHAN W. BARLOW, ESQ.
CLEAR COUNSEL LAW GROUP
50 Stephanie Street, Suite 101
Henderson, Nevada 89012
Jonathan@clearcounsel.com
Attorneys for Stephen K. Lenhardt

Mark Solomon, Esq.
Joshua Hood, Esq.
SOLOMON DWIGGINS & FREER, LTD.
9060 W. Cheyenne Ave.
Las Vegas, NV 89129
Attorney for Petitioner Caroline Davis

DUNHAM TRUST
SHANNA CORESSAL, CTFA
Charlene Renwick, Esq.
Lee, Hernandez, Landrum & Garofalo
7575 Vegas Drive, #150
Las Vegas, Nevada 89128



Employee of Anthony L. Barney, Ltd.

IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed
Oct 19 2015 09:03 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

CHRISTOPHER D. DAVIS,

Appellant,

v.

CAROLINE DAVIS,

Respondent.

Case No.: 68542

Eighth Judicial District Court
Case No.: P-15-083807-T (In re the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000)

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

RESPONDENT'S APPENDIX
VOLUME 1
TO
RESPONSE TO CHRISTOPHER D. DAVIS' EMERGENCY MOTION UNDER NRAP 27(e) FOR 1) STAY PENDING APPEAL AND 2) AFFIRMATIVE RELIEF

Counsel did not agree on a joint appendix and this Respondents' Appendix is provided in accordance with NRCP 30(b)(3).

TABLE OF CONTENTS

Volume	EXHIBIT	TITLE OF DOCUMENT	Bates Numbers
Vol 1	**E**	**April 22, 2015 Reporter's Transcript of Proceedings**	**RAPP347-405**
Vol 1	**Y**	**Certification of Intent to Amend Order**	**RAPP919-921**
Vol 2	D	Christopher D. Davis' Motion to Dismiss Pursuant to NRCP(12)(b)	RAPP321-346
Vol 2	B	Christopher D. Davis Reply to Caroline Davis' Opposition to His Motion to Dismiss Pursuant to NRCP (12)(b) and NRCP 19	RAPP15-30
Vol 2	Q	Christopher D. Davis' Motion for Protective Order and to Quash or Modify the Subpoena	RAPP605-641

Docket 68542 Document 2015-31677

Vol 3	A	First Amendment to the Beatrice B. Davis Family Heritage Trust	RAPP1-13
Vol 3	F	May 11, 2015 Letter from Mark A. Solomon to Judge Sturman (including enclosures)	RAPP406-413
Vol 3	G	May 12, 2015 E-mail to all counsel	RAPP414-422
Vol 3	H	May 12, 2015 Letter from Mark A. Solomon to Judge Sturman and accompanying to All Counsel	RAPP423-426
Vol 3	I	May 12, 2015 Letter from Anthony L. Barney to Judge Sturman (including enclosures)	RAPP427-443
Vol 4	V	Motion to Amend or Modify Order Pursuant to NRCP 60(b)(3)	RAPP790-831
Vol 4	N	Motion to Compel	RAPP495-547
Vol 5	O	Motion to Hold Christopher Davis in Contempt and for Attorneys' Fees and Costs	RAPP 575-600
Vol 5	K	Notice of Appeal Dated July 30, 2015	RAPP450-454
Vol 5	L	Notice of Case Statement Dated July 30 2015	RAPP455-471
Vol 6	J	Notice of Entry of Order dated July 1, 2015	RAPP444-449
Vol 6	S	Notice of Non-Appearance of Christopher D. Davis	RAPP690-695
Vol 6	P	Notice of Taking Deposition of Christopher D. Davis	RAPP601-604
Vol 7	W	Objection to Petition for Reconsideration of the Order Dated May 19, 2015 re Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust dated July 28, 2000 as Amended on February 24, 2014 to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as	RAPP832-910

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

		Directed Trustee and for Immediate Disclosure of Documents and Information from Christopher D. Davis; and Counter-Petition for Sanctions	
Vol 8	R	Opposition to Caroline Davis' Motion to Compel Harriet Roland, Esq. to Produce Documents Responsive to Subpoena Duces Tecum and Counter Motion to Quash	RAPP642-689
Vol 9	C	Petition to Assume Jurisdiction Over the Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, as Amended on February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lenhardt as Distribution Trust Advisor; to Confirm Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Documents and Information from Christopher D. Davis	RAPP40-320
Vol 8	U	Resignation, Release, Acknowledgement, Consent and Indemnification Agreement Dated February 24, 2014	RAPP782-789
Vol 8	T	September 2, 2015 Transcript of Proceeding	RAPP696-781
Vol 8	M	Subpoena Duces Tecum to Harriet Roland Esq., and Anthony Barney, Esq.	RAPP472-494
Vol 8	X	Supplement to Objection to Petition for Reconsideration of the Order Dated May 19, 2015 re Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust dated July 28, 2000 as Amended on February 24, 2014 to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee and for Immediate Disclosure of Documents and Information from Christopher D. Davis and Counter-Petition for Sanctions	RAPP911-918

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM

CERTIFICATE OF COMPLIANCE

I hereby certify that I have read this Respondent's Appendix and to the best of my knowledge, information and belief, consist of true and correct copies of the papers in the District Court file. I further certify that this brief complies with the applicable Nevada Rules of Appellant Procedure, in particular NRCP 30, which requires this Certification. I understand that I may be subject to Sanctions in the event the accompanying appendix is not inconformity with the Requirements of the Nevada Rules of Appellant Procedure.

DATED this 16th day of October, 2015.

SOLOMON DWIGGINS & FREER, LTD.

BY _____

Joshua M. Hood, Esq.
Nevada State Bar No. 12777
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Attorneys for Respondents

EXHIBIT E

EXHIBIT E

Electronically Filed
04/28/2015 10:56:02 AM

CLERK OF THE COURT

TRAN

DISTRICT COURT

CLARK COUNTY, NEVADA

* * * * *

IN THE MATTER OF THE TRUST OF:	CASE NO.	P-15-082867
THE BEATRICE DAVIS HERITAGE TRUST.	DEPT. NO.	XXVI
	Transcript of Proceedings	

BEFORE THE HONORABLE GLORIA J. STURMAN, DISTRICT COURT JUDGE

MOTION TO DISMISS: MOTION ON CHRISTOPHER DAVIS' MOTION TO DISMISS PURSUANT TO NRCP 12(B) AND NRCP 19; PETITION TO ASSUME JURISDICTION OVER THE BEATRICE B. DAVIS FAMILY TRUST, ASSUME JURISDICTION OVER CHRISTOPHER DAVID AS INVESTMENT TRUST ADVISOR AND STEPHEN K. LEHNARDT AS DISTRIBUTION TRUST ADVISOR, TO CONFIRM DUNHAM TRUST COMPANY AS DIRECTED TRUSTEE, AND FOR IMMEDIATE DISCLOSURE OF DOCUMENTS AND INFORMATION FROM CHRISTOPHER D. DAVIS

WEDNESDAY, APRIL 22, 2015

APPEARANCES:

For Caroline Davis:	MARK ALAN SOLOMON, ESQ. JOSHUA M. HOOD, ESQ.
For Christopher Davis:	ANTHONY L. BARNEY, ESQ.
For Stephen Lehnartdt:	JONATHAN W. BARLOW, ESQ.
For Dunham Trust Company:	CHARLENE N. RENWICK, ESQ.
RECORDED BY:	KERRY ESPARZA, DISTRICT COURT
TRANSCRIBED BY:	KRISTEN LUNKWITZ

Proceedings recorded by audio-visual recording, transcript produced by transcription service.

WEDNESDAY, APRIL 22, 2015 AT 10:09 A.M.

THE COURT: Okay. Will everybody state appearances and we're ready to go?

MR. BARLOW: Jonathan Barlow for Stephen Lehnardt, the Trust Protector.

THE COURT: Okay.

MS. RENWICK: Charlene Renwick on behalf of Dunham Trust Company.

MR. BARNEY: Anthony Barney on behalf of Christopher Davis.

THE COURT: All right.

MR. SOLOMON: And Mark Solomon and Joshua Hood on behalf of Caroline Davis.

THE COURT: Okay. So, this is, again, my day to deal with these family issues. So, anyway, let's discuss. This is -- Mr. Solomon, your Petition to Assume Jurisdiction over the Trust. I didn't really see that that issue, the assuming that jurisdiction over the trust, was really opposed. So to that specific relief requested, is anybody really opposing that?

MR. BARNEY: Yes. I filed a Motion to Dismiss --

THE COURT: Okay.

MR. BARNEY: -- his Petition in that regard.

THE COURT: Okay. All right. But I thought that

was -- just to dismiss the petition or just to dismiss your client or to dismiss the petition?

MR. BARNEY: Dismiss the --

THE COURT: Okay. It was Mr. Barlow who was just looking -- who did his Joinder the right way. Nobody ever does Joinders the right way. He --

MR. BARLOW: Well, thank you.

THE COURT: He made it really clear: I'm only joining -- people always just file joinders and I'm like: What are you joining? He made it real clear what he's joining. He is joining only to the extent that --

MR. BARLOW: Right. We turned in Mr. Barney's arguments --

THE COURT: Right.

MR. BARLOW: -- related to the jurisdiction and --

THE COURT: Jurisdiction only.

MR. BARLOW: -- the -- limited to the --

THE COURT: Okay.

MR. BARLOW: -- joinder parties. There was a concern that we had that we didn't join and subsequent conversations after review of the Reply that we may have changed our position on that.

THE COURT: Okay.

MR. BARLOW: So, essentially, we're all essentially in full joinder with the --

THE COURT: Okay. So you're --

MR. BARLOW: -- Motion now after reviewing --

THE COURT: All right. So then --

MR. BARLOW: -- the Reply.

THE COURT: -- what's your client's position on -- any other --

MR. SOLOMON: Yeah, we did file a Reply, Your Honor.

THE COURT: Okay.

MR. SOLOMON: You mean to Mr. Barlow?

THE COURT: Yeah. Okay.

MR. SOLOMON: Yeah, our position is that we properly, under our statute, asked the Court to confirm him as Trust Protector and Distribution Advisor because that's what our law requires.

THE COURT: Okay. So, --

MR. SOLOMON: How do you want to tackle this, Your Honor?

THE COURT: I think -- that's why -- I think, first of all, can we just make it clear who is on first? So, --

MR. SOLOMON: It's my petition but they never really responded to my petition --

THE COURT: Right. So, --

MR. SOLOMON: -- substantively.

THE COURT: -- the interests --

MR. SOLOMON: What they did was just took this jurisdictional --

THE COURT: Right.

MR. SOLOMON: -- Motion to Dismiss --

THE COURT: That was why I was wondering because --

MR. SOLOMON: -- which I don't -- I opposed specifically --

THE COURT: I know. It seemed like nobody was really -- it didn't -- it had gotten to this jurisdictional issue, we didn't really get to the issue of, you know, does this Court have -- can this Court, you know, assume jurisdiction?

MR. BARNEY: And, Your Honor, therein lies the Motion to Dismiss. If the Motion to Dismiss is determined on its merits, --

THE COURT: So --

MR. BARNEY: -- this Court does not have jurisdiction to --

THE COURT: -- I guess that's my question is --

MR. SOLOMON: We only accept jurisdiction to determine jurisdiction, obviously. So, --

THE COURT: Right.

MR. SOLOMON: -- that's where I think we are, Your

Honor.

THE COURT: So, yeah. And -- okay. So I guess that's the question then is: Does it make more sense to start with the Petition to Dismiss --

MR. SOLOMON: I think so, yes.

THE COURT: -- and make the decision with respect to jurisdiction --

MR. SOLOMON: And I can cover both in my response --

THE COURT: Okay.

MR. SOLOMON: -- because --

THE COURT: Perfect.

MR. SOLOMON: -- they're relevant.

THE COURT: Then excellent. And I don't know, Mr. Barney, who is arguing -- okay. Good. Thanks.

MR. BARNEY: Thank you, Your Honor.

Your Honor, as you are aware, the issue of jurisdiction arises or fails under the issue of whether or not there is a valid amendment to the trust. The terms of the trust specifically indicate that in order to create an amendment there must be a change in situs that is effectively ratified as a condition precedent to any amendment amending the trust to the laws of the state of Nevada.

Under the terms of the trust, the change in situs

is required only after the consent of all of the beneficiaries. The then acting Protector and the consent of the Trustee after it has received its counsel during the life of the testator a written opinion and thereafter an opinion by counsel that a change in situs is proper.

In this case, in order for there to be a first amendment, to even give the Court jurisdiction on the basis upon which to take jurisdiction under 164.010, there had to be a proper change in situs and there didn't occur a proper of situs in this case. There are certain beneficiaries of this trust. We have Christopher Davis, we have Caroline Davis, we have their son, and we also have Taria [phonetic] Davis. Okay. The amendment would have required all of their consents to --

THE COURT: But it said it was unanimous.

MR. BARNEY: It was unanimous.

THE COURT: Oh.

MR. BARNEY: And the trust, Your Honor, doesn't require unanimous consent, it requires all beneficiaries. That's the pertinent part of the trust and that's set forth under Article 14. All beneficiaries must consent to this.

As far as we know --

MR. SOLOMON: Who didn't consent?

MR. BARNEY: Taria [phonetic].

MR. SOLOMON: Who is that?

MR. BARNEY: Taria [phonetic] is the wife of Christopher Davis.

THE COURT: Okay.

MR. SOLOMON: Not at the time of this.

THE COURT: Okay. All right.

MR. BARNEY: Yes. And, in fact, it's clear that they understood she was a beneficiary because in their Opposition to our Motion to Dismiss, they actually notice -- they took to notice her, okay, but they hadn't previously done so. Okay. It's clear that she did not consent to this.

There also wasn't an acting Alaska Trustee at that point to consent to the transfer. Mr. Solomon presented evidence that was very clear that on December 5th that Alaska Trust USA tendered their resignation and was no longer the Trustee at that point. Then, allegedly, in February, the first amendment was produced wherein the change in situs occurred, allegedly, and a new Trustee was appointed in that same document.

Now, Your Honor, that begs the question: How could a Nevada Trustee based in Nevada who could only operate within that situs be the Trustee that referred to in the trust but had to receive counsel before they made the change in situs that would also make the amendment operative as a condition precedent and then go ahead and

sign on an amendment where they were only appointed in that same amendment? It's impossibly, Your Honor.

Clearly, the trust envisioned that it was the Alaska Trustee that would obtain advice and understanding from counsel before they agreed to transfer the situs. Dunham Trust couldn't even agree to have it transferred and administered under a situs other than Nevada because they're only licensed in Nevada to administer this trust and clearly it wasn't them.

So we know in this matter that neither the Trustee nor the beneficiary under the trust consented. So we didn't have all of the beneficiaries as required. We didn't have the Trustee, therefore no condition precedent of the situs actually being changed and thereby allowing any amendment to the trust. And that was originally what I raised in the first -- in my first pleading in the Motion to Dismiss. I expanded upon that in our Reply where I set forth the very parameters of what the Court needed in order to justify jurisdiction.

In effect, Your Honor, what we have is the -- it's the first time I've seen it in my career where someone is actually asking for information obviously in the context of an accounting not from the Trustee, Your Honor, but form the beneficiaries, the purported beneficiaries, of that distribution. Therein lies the concern. We've got several

entities that have been named as supposedly distributees of this money under the tenure of the Alaska Trustee to the tune of $2.2 million at a time when Christopher Davis was not a fiduciary in any capacity. And yet, now under this purported amendment that's clearly defective, for the amount of $25,000 apparently that Dunham Trust received most likely for their administration costs, that there is a backend run to try to use this $25,000 out of the $2.2 million to obtain jurisdiction to find documents that are in the possession of the prior Trustee who would have had to account for that under Alaska law and yet the recipients of that money are the ones that are being asked, under our statute, to account -- under a trustee statute, under 164.015.

And therein lies the indispensible party dilemma that we have. We've got a situation now where, A, the whole basis of their jurisdiction is based upon a faulty amendment that never should have occurred and to which Mr. Lehnardt, it's my understanding, has agreed is a faulty amendment based upon the fact that all of the parties were not brought to the table and the Trustee did not properly consent.

And then we have the issue, Your Honor, that is also concerning in that under NRCP 19(b), we're asking that the case be dismissed because the parties that are asked to

provide the documents apparently are all indispensible parties or not indispensible parties, according to Caroline, but apparently are indispensible for purposes of providing the documents that they need. None of the service in this matter was provided properly under 164.010.

And, in fact, let's look at the recipients that they want to receive the funds from or get an accounting of those funds. They want to get it from a distributee, the Davis Family Office, which is a Missouri Corporation.

Now, Your Honor, I don't see anything on the service record that would indicate that that Davis Family Office partnership was properly served. There's no Rule 4 service. I don't see anything that indicates that any of the companies that are considered persons under our law were properly served under Rule 4. They're using the relaxed standard of 155.010, essentially, to serve everyone and then those people that they want documents from that they think essentially they can dispense with, they don't notice it even at all.

And, so, we have a real dilemma here. One of the important things about the 164.010 jurisdiction is that it was given to courts essentially to reach out and to take jurisdiction over property, not persons. Even in the fact of trust proceedings, if we want to go against a Trustee, we've got to serve personal service and get a citation on

the Trustee because this Court has limited jurisdiction, and rightly so under the relaxed standards that are set forth under 155.010, which is simply a mailing. There's no clear understanding of whether or not any of these individuals would even receive it under the relaxed standard, but, in this case, we know that they didn't receive it at all because they weren't even noticed up. And the ones that were noticed up, in hindsight, when they realized, oops we forgot, we didn't get that other beneficiary's consent and therefore we have the invalidity now of the first amendment, we're going to try to serve her under 155.010 and send her notice through the mail at -- not upon the original motion but upon their Opposition to the Motion to Dismiss.

And, therefore, Your Honor, I would respectfully request that this matter be dismissed entirely for lack of jurisdiction.

THE COURT: Okay. I'm still trying to understand where they have an error in this amendment.

MR. BARNEY: Okay.

THE COURT: I'm looking at Article 11.

MR. BARLOW: It's Article 14, Section 6 is where the change of situs provision.

THE COURT: Okay.

MR. BARNEY: It's on page 14-7.

THE COURT: So the issue is not changing the Trustee? That's not what you're arguing about?

MR. BARNEY: The --

THE COURT: Your argument changing the situs?

MR. BARNEY: The change in Trustee could potentially be --

THE COURT: Because that doesn't require it --

MR. BARNEY: No. That could be potentially changed by Mr. Lehnardt but it -- but the fact is it could not be changed under an amendment unless the change in situs had occurred in that regard.

So, his ability to appoint a Trustee in Nevada to work over an Alaska trust where they're not licensed to do so would obviously most likely be invalidated even under that theory of whether or not he could appoint a Trustee. Apparently, they're appointing a Nevada Trustee based upon a defection -- or a defective change in situs which was -- never occurred.

THE COURT: Yeah.

MR. BARNEY: And they did it --

THE COURT: So --

MR. BARNEY: -- in the same amendment.

THE COURT: So: Except as expressly provided in here in the situs of this agreement or any sub trust established hereunder, may be changed by the unanimous

consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions.

MR. BARNEY: Okay.

THE COURT: So isn't that just the children?

MR. BARNEY: What's that?

THE COURT: That's the children and who else?

MR. BARNEY: Well the --

THE COURT: In other words, Christopher -- the two -- who -- to the children. Who else is entitled to mandatory or discretionary --

MR. BARLOW: No. So the children are the mandatory dis --

THE COURT: Right.

MR. BARLOW: Beneficiaries.

THE COURT: Right.

MR. BARLOW: But the trust also provides that their spouses and their decedents are discretionary beneficiaries of the --

THE COURT: Okay.

MR. BARLOW: -- trust. So that would be the discretionary -- the spouses and decedents.

THE COURT: Okay. So --

MR. BARLOW: Those -- that would be encompassed in the all.

THE COURT: Okay.

MR. BARLOW: And --

THE COURT: Okay.

MR. BARLOW: If I just -- really briefly. I'd just add also on that point then -- so the position of the Protector who took this and, of course, he's very hesitant to come and say, yeah it looks like I made a mistake, but upon review, it does look like we're missing some of the beneficiaries.

And then the second clause of that sentence that you just started says with all the -- consent of all the beneficiaries, then, comma, and then it also says:

With the consent of the then acting Protector -- obviously, he consented, and the Trustee that are involved. We had an absence of Trustee actually at that point because the previous Trustee had resigned about three months earlier.

THE COURT: Okay.

MR. BARLOW: So technically what should have happened, it appears now in retrospect, is a new Alaska-based Trustee should have been appointed in the interim for the purpose of consenting to the change of situs to Nevada so that that Trustee could get the advice of counsel that was called for in that paragraph to make sure that there were no adverse consequences. So that appears to be the step that was missing and Mr. Lehnardt's going to have to

go back to the drawing board to determine whether he needs to go now go appoint an Alaska Trustee and whether it's then advisable to then move it down here to Nevada if all beneficiaries consent to do so.

THE COURT: Okay.

MR. BARLOW: So that's position on that.

THE COURT: Great.

MR. SOLOMON: Your Honor, I'd like to spell the word sandbag because this is the first time I've heard the issue that's been raised. It's not in their brief, despite what Mr. Barney just said. They've never taken the position that Taria [phonetic] was a beneficiary. We understood she was divorced and first time I've ever heard it.

THE COURT: And she was the wife of --

MR. SOLOMON: Supposedly.

THE COURT: -- the grandson?

MR. BARNEY: No. She was the wife of Chris Davis.

THE COURT: But she's not the one with the life insurance policy?

MR. BARNEY: No.

MR. BARLOW: No.

MR. BARNEY: She is the wife of Chris Davis and was during this period.

MR. SOLOMON: Where is the evidence of that, Your

Honor? There is none. They didn't file an affidavit. They didn't file -- they didn't even raise this issue in any of their pleadings. Total sandbag to wait until you get here and say: Hold on. We all made a mistake that we've been acting on for over a year.

I guess their whole theory now is that since she didn't consent to this amendment and jurisdiction here that the whole first amendment is invalid. Chris is -- Christopher is not the --

MR. HOOD: Trust Advisor.

MR. SOLOMON: Trust Advisor, no --

MR. HOOD: Investment Advisor.

MR. SOLOMON: Investment Advisor. He's been wrongfully investing and holding and making all of the decisions for this trust for the last year.

THE COURT: There's apparently no Trustee.

MR. SOLOMON: This -- apparently there's no Trustee. Dunham has been administering this for the last year without -- it's all a big mistake because Taria [phonetic] didn't join in this thing, there's not even a line for her signature in the agreement. Mr. Lehnardt prepared it, contrary to counsel's statement, he did have an opinion of counsel in Missouri, Mr. Bresolan [phonetic], say that it was valid and parties went off and proceeded on that basis. That is a -- as I said, a complete sandbag

without any support from the record other than counsel standing up here and making this argument at this late date without any ability to check the facts or determine what the heck happened here.

THE COURT: Yeah, because the change in situs it's done by Christopher Davis, Caroline Davis, and the copy I have -- I don't see the signature of Winfield [phonetic] but --

MR. SOLOMON: It is there. There's a signature page in there that --

THE COURT: Was there a signature page because I didn't it?

MR. SOLOMON: I think it's the last page.

MR. HOOD: it's one more page over.

MR. SOLOMON: One more page over. It just sort of does a little w. That's the way he signs on everything. Actually there are two agreements. I can point to both exhibits that are signed the same way that accomplish the same thing.

Let me put this in context though. We had a petition to assume jurisdiction over this trust to confirm Dunham as the Directed Trustee, to confirm Christopher individually and as manager of FHT Holdings, LLC, as the Investment Trust Advisor, which I guess they're going to contend that's not valid either because we'll hear that was

created in this last year, we also wanted to confirm Stephen Lehnardt as the Distribution Trustee -- I'm sorry. Distribution Trust Advisor and the Trust Protector. And we wanted an order for immediate disclosure of the books, records, and information from Chris -- Christopher regarding over $2,000,000 of loans that were taken against a $35,000,000 policy that's owned by the trust and apparently now signed by Dunham, who they're claiming isn't the Trustee, to a wholly owned LLC called FHT Holdings which is managed by Chris.

These funds were paid out or leant to Christopher individually, to Christopher as the Trustee of the Beatrice B. Davis Family Revocable Trust, which is another trust in Missouri, Your Honor, which my client is a 50 percent beneficiary and a co-Trustee of but can't get any information from her brother, calling for an outright distribution. And we have now filed a proceeding in Missouri with respect to that one because he won't give us any information with respect to that trust or why distributions haven't been sent to us because mom died over three years ago. And then, finally, monies were leant to Chris again as manager of the Davis Family Office, LLC. They won't give us information with respect to that entity.

The Family Heritage Trust's main asset is this Ashley Cooper [phonetic] life insurance policy for

$35,000,000 according to notice that it was on the life of Cheryl Davis [phonetic], a former wife of Chris's and there's a $4,000,000 line of credit on it.

Article 8, Section 1 of this Trust says: Upon these death, the trust is to split into two equal shares, one for Caroline and one for Chris and his issue and his spouse. So that's interesting all by itself. That was supposed to have already happened. I don't know if that's happened or not because we can't get information as to whether that trust is even split into two separate shares and Christopher, his wife, if he had one, and wouldn't even be beneficiaries of our share.

Now, under Section 8 -- Article 8, Section 4, Caroline is entitled to distributions of income and principal in the discretion of the Trustee but has never received a dime and this is extremely significant, Your Honor. Article 12, Section 4 says:

> The trust's books and records along with all trust documentation shall be available and open at all reasonable times to the inspection of the trust beneficiaries and their representatives.

Despite the fact that those books and records are supposed to be open to beneficiaries, including one who is the -- currently the sole beneficiary of her share, we spent over three months the last quarter of 2012 trying to

get information and documents from Christopher and his counsel, Harriet Rowland [phonetic], regarding who got the loan proceeds or the benefit of those, what was the purpose of those loans, how were those loan proceeds being used, what's the repayment terms of the loans, has any repayment been made, was there any collateral given, is there a collateral agreement, is there a promissory note, is there a loan agreement? We were virtually stonewalled. Just stonewalled. We're not getting anything with respect to this even though Caroline is entitled to half of this and half of everything to the entities that these were leant to with Chris's control.

Now the Alaska Trust Company was the original Trustee. Stephen Lehnardt was the original Trust Protector. On August 2nd, 2011, Mr. Lehnardt, in his capacity pursuant to the provisions of the trust, removed Alaska Trust Company and appointed Alaska USA Trust Company. And then two years later -- a little over two years later, on December 5th, 2013, Alaska USA Trust Company resigned and Mr. Lehnardt appointed Dunham Trust Company in Reno and I think he has the right to do that, period.

On February 24th, 2014, which is Exhibit 7 to the Motion to Dismiss, Alaska USA -- that may be a different document than Your Honor was looking at.

THE COURT: Okay.

MR. SOLOMON: Oh Exhibit 7 is a Motion to Dismiss. I'm sorry.

[Colloquy between Mr. Solomon and Mr. Hood]

MR. SOLOMON: It's Exhibit 5, Your Honor, I misspoke.

THE COURT: Okay.

MR. SOLOMON: And actually it's Exhibit 1 to the Motion -- Christopher D. Davis' Motion to Dismiss Exhibit 1. It's called Release -- Resignation, Release, Acknowledgement, Consent, and Indemnification Agreement.

THE COURT: Right.

MR. SOLOMON: And the parties to that, contrary to what counsel said, include Alaska USA, which is the present Trustee, Dunham Trust, Mr. Lehnardt, Chris, Caroline, Winfield [phonetic], and they all executed this changing the situs -- [indiscernible] to change the situs of the trust from Alaska to Nevada, purports to be signed by all of the beneficiaries and it consented to Mr. Lehnardt amending the trust to change the situs, applicable law, provisions required by Dunham, and other amendments.

And then after this document was signed, then Mr. Lehnardt went out and got his advice of counsel, got a written opinion, and prepared the first amendment. And that was dated on February 24th, 2014 and that, again, was executed by Mr. Lehnardt, Dunham Trust, and specifically

proved by Chris, Caroline, and Winfield [phonetic] and that's the document that names Chris as the Investment Trust Advisor under NRS 163.5543, as a fiduciary under 163.554, that names Mr. Lehnardt as the Distribution Trust Advisor under 164.5537, a fiduciary under 163.554, and then it -- so basically it's Chris individually or as manager of an LLC to be owned by the trust full power to manage investments and reinvestments of the trust and to direct Dunham with respect to the same.

And then, finally, on March 28th, 2014, Dunham, presumably at the direction of Chris, because that's what he was up -- empowered to do, created a -- the FHT Holdings Company, naming Chris as manager and thereafter assigning the policy to the LLC which Chris is now managing.

So, you know, we start off with the resumption of where we were that the first amendment to the trust is presumed valid and there was contrary to this new claim that there was another beneficiary out there that didn't sign, it was never challenged until this moment, other than to say likely that we have a burden to prove validity. That's all they said in their moving papers, Your Honor. We have the power -- we have the obligation to prove validity. They didn't specify one reason in that or in his Reply that -- did we see a Reply?

MR. HOOD: No. He just did a Joinder in

opposition to --

MR. SOLOMON: I don't think he --

MR. HOOD: -- our petition.

MR. SOLOMON: Counsel alluded to a Reply. I haven't seen a Reply.

THE COURT: I saw your Reply.

MR. SOLOMON: Yes. But I have not seen a Reply by Mr. Barney --

THE COURT: I have no Reply from Mr. Baney.

MR. SOLOMON: -- but he alluded in his argument that, you know, they specified the grounds for invalidity in this motion an then reinforced them in the Reply. They didn't. All they said is: We have the burden to prove the validity of the first amendment before we could move forward and our response was: Well, take a look at NRS 47.250 subsection 18(c). There's a rebuttal for resumption that it's valid. And then we said: Nobody has suggested any particular grounds of invalidity.

And then I pointed out that Chris, who is the only person challenging it, expressly consented to it. Not once, but twice in two different documents you just looked at. So how can he raise it? I don't think he can even raise this issue he's now trying to raise with respect to some other party, especially when he consented to it and then he took repeated actions.

THE COURT: Well the only person who I'm going to have standing would be Taria [phonetic]?

MR. SOLOMON: I believe she would, assuming she is a beneficiary. I don't even know that, Your Honor. I was advised that he wasn't married at that time, at the time the thing was done. He may be married now, so I gave her notice now, but, at this time, I don't know that they were and none of their documents suggest that she was a beneficiary. I'm hearing it for the first time and that's why I stood up and said sandbag because that's what's happening here.

Now, I think the Court had jurisdiction at least over Dunham, irrespective of this issue, but based upon the record that you have now, anything in front of you, all of the beneficiaries can sign -- consented to it. This isn't evidence standing up here and saying this.

Nevada situs, our Court can clearly give Nevada jurisdiction over this. It's Nevada situs under the first amendment, Nevada law applies, you have a Nevada Trustee. That's sufficient all by itself under 164.010 because it's doing business here. We know books and records are kept here because contrary to counsel's argument, the first thing we did, Your Honor, is go to Dunham Trust to try to get this information. We're not stupid and they said: We don't have it. We have to get it from Chris. They

supplied us what they have. They gave us a few indications of what's going on, but they don't' have the information. They do have books and records of the trust though, including they have possession of the policy and recently transferred, as I said, to FHT Holdings Company, a Nevada LLC.

164.010 is met. There's in personam jurisdiction over these people that are in front of you. 163.5555 says that Chris and Stephen Lehnardt submitted to this jurisdiction by accepting their appointments as Investment and Distribution Advisors. Again, FHT Holdings, LLC, is a Nevada entity doing business here. There's no question we have in personam jurisdiction.

And then this argument that Alaska Trust and Alaska USA are somehow necessary or indispensible parties, it's ridiculous. When is a former Trustee a necessary or indispensible party in any proceeding that you are not asking for any relief from them? And the answer -- are you telling me every time I have to do something that some event occurred even though they're not being asked to be held responsible for it, I have to name them because they have some input? Well of course not. It's ridiculous.

Caroline is not objecting in her petition to any act or admission of Alaska or Alaska USA. She seeks no relief against them. Chris, in one capacity or another,

received all of the money that we're talking about here. He has all of the information we seek about the use and the status of those loans to him. The former Trustees are not being placed in the position by our petition where they need to protect their interest and no one's being exposed to multiple liability or prejudice, except for us, if the Court doesn't take jurisdiction and require him to produce this information because Alaska Trustees are not subject to jurisdiction here and I don't think Alaska has jurisdiction over Chris. There's no reason to believe he does. This is the jurisdiction.

And [indiscernible] process our statute, 164, specifically tells you you serve it under 155.010 and we complied in that regard.

THE COURT: Now Mr. Barlow didn't address this separate issue, but his issue with respect to the petition was that it doesn't specifically state a claim against Mr. Lehnardt. It doesn't --

MR. SOLOMON: I'll over that, Your Honor.

THE COURT: -- allege -- okay. Mr. Barlow, you'll get a chance to --

MR. SOLOMON: As Your Honor knows, there wasn't an action until recently that we amended Chapter 164 in 1999 [indiscernible]. Prior to that date, you used to file a petition to ask the Court to assume jurisdiction and you

weren't allowed to do anything more and all the Court could do at the initial point was to determine whether sufficient connections nexus to Nevada were sufficient to assume jurisdiction and confirm the Trustees. Then you had to file separate petitions for any type of relief.

So in 1999, we amended the statute and added subsection 2 that says that at the same time that you file the petition to assume jurisdiction under subsection 1, you may file additional petitions for relief. So the law hasn't changed. In order to get jurisdiction over a trust, you have to assume jurisdiction over the trust and confirm the Trustees or the fiduciaries. That's what we're doing. I think it may have been defective if we didn't try and confirm. That's all we're doing is confirming the Trustees or the Trust Protectors and the fiduciaries at this point.

One other additional petition request for relief which is to ask for an order that Chris, who is in possession of all of this information that belongs to the trust, produce it to the beneficiary to whom the trust says is entitled to it explicitly.

So, it is true that we're not seeking any additional relief against Stephen Lehnardt at this time but it's appropriate to confirm him in the role that's done. That gives the Court interim jurisdiction over this and if we can't get the information that we need from Chris for

any reason, we certainly intend to seek it from Mr. Lehnardt and if we have to use another petition to do that or discovery to do that, we will and that's appropriate to do and we don't have to re-file a petition to confirm him as Trust Protector, which is a step that we are accomplishing now.

We know that Mr. Lehnardt was intimately involved in these loan transactions and we put that in our Reply, Your Honor. There's designation after designation in his time sheet showing that he was involved in these transactions. So he is presumable a repository of some information. We just wanted to get it from the horse's mouth, the person who actually got the use -- apparent use and benefit of these proceeds first, which is Chris, and hopefully that will satisfy our inquiry. But if we have additional issues and have additional claims of Mr. Lehnardt, then we if are, based upon a Court order, confirming him as the fiduciary, we can proceed.

THE COURT: Okay.

MR. SOLOMON: So that's where I think we are, Your Honor.

There is nothing before this Court at this point that in any way, shape, or form shows the petition that we didn't [sic] file is not proper in every respect. They had the burden to come in here to show that anything was

invalid and they haven't done that. There's no evidence before this Court at this point and I -- you know, if this were, in fact, invalid, what if -- there would be a, you know, I haven't had a lot of time to ruminate about this because I'm just hearing it for the first time, but there would be a constructive trust here anyway. This has been operated -- this trust has been in Nevada for over a year and huge transactions, including the assignment of a $35,000,000 policy all taken place. There's a whole slew of actions that have taken place by the very people who are now coming here and saying: Oh, well, it's all invalid. Without presenting any evidence whatsoever of why it's not true or is in fact true and I think our petition should be granted, Your Honor.

THE COURT: Okay. Thank you. Mr. Barlow.

MS. RENWICK: Your Honor, if I may?

THE COURT: Yes.

MS. RENWICK: Charlene Renwick on behalf of Dunham Trust.

THE COURT: Yes.

MS. RENWICK: I do have to agree with Mr. Solomon with respect to the issue, the invalidity of Dunham Trust being appointed as the successor Trustee. I don't believe that issue was clearly addressed in the moving papers, to which extent, I did not respond to it as I didn't

understand that was that argument that was going --

THE COURT: Okay.

MS. RENWICK: -- to be raised before the Court today.

To the extent that the Court is being asked to determine whether the assignment to Nevada was valid, I request that the hearing be continued and that a briefing schedule be provided to the parties so that we can properly address that --

THE COURT: Okay.

MS. RENWICK: -- address that issue.

THE COURT: Good point. Thank you. All right. Mr. Barlow.

MR. BARLOW: Your Honor, just briefly because I think our role in this is really [indiscernible] here, but, again, the issues about the validity of the first amendment were raised to us just yesterday for the first time and I went through the analysis of the trust and it appears that there are problems with the first amendment as far as the consents that were necessary to do that. That's where that came from.

Our concern, if the Court is tending toward taking jurisdiction of this in some manner, 164.010 only requires the Court to assume jurisdiction -- or excuse me, to confirm the appointment of the Trustee. If the Court wants

to confirm the appointment of Dunham Trust Company, then you have a Trustee that you confirmed the appointment of in this matter.

There -- in his capacity as the Trust Protector and Trust Advisor, he may be a fiduciary under the statute, not necessarily the Trustee in that situation. And Mr. Solomon himself just said, in response to the question, I don't need to bring in these two Alaskan Trustees because I'm not bringing any claims against the Alaska Trustees. Well why is he trying to bring Mr. Lehnardt into this as well if he's not bringing any claims -- admittedly not bringing any claims against Mr. Lehnardt?

THE COURT: Oh but he might be amending this if the issue is that Mr. Lehnardt screwed up moving it.

MR. BARLOW: Maybe. But that's the point. If he has a claim, bring the claim and bring us in.

Court Right.

MR. BARLOW: But he -- don't bring us in and make us sit here and wait --

THE COURT: Doesn't he have a point that when you move a trust, even if ineffectually you move a trust, Dunham takes it over, they start operating, they assumed they are responsible as a Trustee. There's all this activity that goes on. Doesn't this Court in this jurisdiction, doesn't that give me jurisdiction? I mean, I

-- you know, you're kind of somewhat changing your position on this, but originally it seemed -- it was my understanding that it was conceded that even though your client had come to this jurisdiction, you weren't -- didn't think that they necessarily needed to be in the case, but that the case was -- it was properly in this jurisdiction.

MR. BARLOW: If the first amendment is valid --

THE COURT: Okay.

MR. BARLOW: -- and were going to be treated as valid, then we're operating under 163, which sets out what happens in these [indiscernible] jurisdiction, things of that nature. It does say that a --

THE COURT: Well doesn't this Court have to assume it's valid absent some evidence? I don't know who Taraja [phonetic] is or however her name is pronounced.

MR. BARLOW: Taria [phonetic].

THE COURT: Taria [phonetic]? Okay.

MR. BARLOW: Right. And --

THE COURT: She's not mentioned anywhere.

MR. BARLOW: And, at this point, we --

THE COURT: Doesn't seem to be a big life insurance policy on her life. Who is she?

MR. BARLOW: By the representations of counsel, that's -- as Ms. Renwick just suggested, maybe there may be further briefing required to get that information in front

of the Court and sort that particular issue out.

If we're going to assume that's it valid and go back to the original argument we had originally made in our Opposition, when Mr. Lehnardt accepted the employment as Distribution Trust Advisor under NRS 163, yes that -- the statute does say he submits to the jurisdiction of Nevada. I've submitted to the jurisdiction of Nevada. Your Clerk has submitted to the jurisdiction of Nevada. It doesn't mean that we are -- that you have to observe that jurisdiction over them in this case just to make us sit around with no claims being brought against us.

THE COURT: Okay.

MR. BARLOW: And that's the point. Just because there is jurisdiction in Nevada, doesn't mean you should exercise it over Mr. Lehnardt where there are no current claims against him or they're not --

THE COURT: Because, I mean, it did --

MR. BARLOW: -- asking for any information from him.

THE COURT: -- occur to me that -- well, nothing is mentioned but just out of -- is that a grounds to dismiss it or does it just require more definite statement?

MR. BARLOW: I'm just saying in this situation that Mr. Lehnardt doesn't need to be a party to this case.

THE COURT: Okay.

MR. BARLOW: Okay. Until an order or something --

THE COURT: At this point?

MR. BARLOW: That's --

THE COURT: If I said -- if there is this issue that this was somehow missed, --

MR. BARLOW: Right.

THE COURT: -- that there's a central person --

MR. BARLOW: If there --

THE COURT: -- missed --

MR. BARLOW: -- are claims brought against him, if -- some other basis to bring something that would make him be necessary to this action, then revisit that when that arises, but as it stands right now, there's no point in making him just come here and hang out and --

THE COURT: Okay.

MR. BARLOW: -- sit around and wait to be -- to have a claim brought against him.

THE COURT: Understood. Okay. Mr. Barney. Interesting.

MR. BARNEY: Thank you, Your Honor.

You didn't really give me a chance to answer the question that you had asked previously about the trust and changing the trust situs. You began to read it. It says:

Expressly as under Article 14, Section 6, changing the trust situs, such as expressly provided herein, the

situs of this agreement or any sub trust established hereunder may be changed by the unanimous consent of all of the beneficiaries.

It didn't say the majority consent. It said the unanimous consent, okay, of all of the beneficiaries.

Then eligible to receive mandatory and discretionary distributions of net income.

Now, there have been allegations of sandbagging and yet my Motion to Dismiss hit on this very issue right out of the gate. I said: In order for this Court to take proper jurisdiction over this case, there was a condition precedent that had to have been met and it wasn't met. And therefore, the Trust Protector could not amend this instrument by written action to change the references to [indiscernible] references to such new situs or the law of such new situs and take such action as may be required to conform the terms of the agreement of this trust.

That's exactly what happened in this amendment. It was changed purportedly without the consent of Christopher Davis' wife who was a discretionary distributee and included as part of the all requirement.

Now, the person that drafted that amendment, the purported first amendment, has already indicated that it was defective. He stands here today and says: It was defective. Okay. He didn't get all of the necessary

requirements of all of the beneficiaries.

THE COURT: But your client acted on it.

MR. BARNEY: The --

THE COURT: Your client did things based on the assumption that he had this new role and this amendment. He accepted the role.

MR. BARNEY: And under what legal theory would -- with him without independent counsel would he be able to effectuate a document that by the terms of the trust couldn't be effectuated? He clearly isn't res judicata because there was no prior proceeding. Okay. And our courts have been very clear about the res judicata requirements.

Under this situation, Chris was clearly under a mistake that this could have been done and it wasn't -- the irony of this whole situation is for an argument of res judicata even to have grounds, they would have had to follow the statute in Alaska that was succinctly set forth in my moving papers. They could have gone to the Court. They could have ratified the amendment in Alaska. They didn't. And, in fact, when it became defective, what Mr. Solomon offered was a document dated February 2014, after his admitted document that he put in before where the Trustee resigned on December 5th. Okay?

So on December 5th, 2013, Mr. Solomon alleges in

his moving papers, in his petition, and also in his documentary evidence that he provided to the Court that this Trustee had in fact resigned two months earlier. And so, what I did in my Motion to Dismiss, was I put the Court on notice of that very fact. Not to hide the document, but to actually put the Court on notice that this document was invalid. It couldn't have been signed by a Trustee who had already advocated and had no authority to sign on that amendment.

And with that, --

THE COURT: But Mr. Solomon's constructive trust point is that if that has to be litigated, whether this was a valid amendment or not, doesn't the Court still have to take jurisdiction so that we can litigate that? Because your clients acted on it. They've moved -- they turned this over to Dunham. They're acting as the Trustee. There's all this activity taking place based on the assumption that it was valid. You client's now coming in and saying all that activity I took was based on a void document. So everything I have done is wrong. Mr. Lehnardt screwed up because he did this wrong.

MR. BARNEY: Your Honor, I'm --

THE COURT: Everything we've done is wrong. We shouldn't have taken any of the action that we took. It's all wrong, but you can't sue us for it because it's all

wrong.

MR. BARNEY: Your Honor, on numerous occasions --

THE COURT: It doesn't make any sense.

MR. BARNEY: On numerous occasions we've had the Court look at situations that were admittedly all wrong and we've had to go back and we've had to fix it. And, in this case, it needs to go back to Alaska so that they can fix it.

I've got no objection. If the Alaska Trustee that's appointed with power and authority that hasn't already resigned wants to change the situs and they have an opinion from their counsel, you know, in Alaska that moving it down to Nevada is a great idea and that we get all of the signatures on that paper that are requisite under the terms of the trust, I've got no objection to this Court in a situation like that taking jurisdiction but that didn't occur in this situation and the idea that --

THE COURT: But we've already got a Nevada --

MR. BARNEY: -- things have happened --

THE COURT: -- Trustee acting as Nevada Trustee on the assumption they were acting under a valid amendment and change of situs. They're acting on that. They're taking instruction apparently from your client.

MR. BARNEY: Your Honor, they were an independent professional fiduciary that has the right to counsel before

they sign any document. I'm not going to propose that --

THE COURT: Right, but --

MR. BARNEY: -- my client had any duty --

THE COURT: -- the fact is there --

MR. BARNEY: -- or Mr. Lehnardt, for that matter, had any duty to Dunham Trust --

THE COURT: I'm not saying they did.

MR. BARNEY: -- for their --

THE COURT: I'm saying that doesn't this Court have jurisdiction because Dunham is operating under the assumption hat these guys gave me a document that they reported -- they purported to me and hold out to me as being valid because -- how -- they were told. That's your point is shouldn't I have a chance to argue this and brief this because nobody told me there is a wife out there somewhere?

MR. BARNEY: So, if I'm understanding you correctly, you're saying that Dunham should be appointed as a Trustee to respond to the 25,000 out of the $2.2 million that occurred up in Alaska? Because that's really what they're asking. They're saying that, in essence, there was $25,000 supposedly in a loan and they're asking for the information regarding that $25,000 loan supposedly that Dunham received and the irony of the whole situation of -- and that was argued, and which is completely false, is

supposedly it was received by FHT Holdings that supposedly was established by -- actually it was established by Dunham. Okay? Dunham is the sole member of that.

Now, the idea of -- you said earlier -- you said: Well I don't know Taria [phonetic]. Your Honor, with all respect, I don't think that matters that you know whether, you know, the identity of Taria [phonetic]. The fact is that they knew who Taria [phonetic] was. They put her on the notice for their Opposition and ironically that didn't even -- that wasn't even proper under 155.010 because she wasn't given the requisite period. So they knew about her because they were the ones that noticed her. Not us, originally, because the fact is she was -- she wasn't made a party to this but she was a beneficiary that required her consent in order for this Court to take jurisdiction.

And the idea that things have happened, Your Honor, things happen all of the time. That's what courts are about and that's what litigation is all about. It's attempting to right the wrongs that have happened, but, in this case, by assuming jurisdiction over a trust amendment that is clearly defective by the drafter's own words -- by the drafter's own counsel they've admitted is defective in order to transfer jurisdiction, I think this Court would be stepping outside of what authority it's been given under 164.010 to take jurisdiction.

And if the Court is inclined to want us to brief this, I'd be more than happy to brief this, Your Honor. In fact, when you were newly called, I actually prepared a brief for you on this very issue with regard to interim jurisdiction on an in personam matter and I'd be happy to reply to this and indicate, but clearly this matter must be dismissed under the facts that we have. Even the evidence that's been presented actually lends credence to the fact that this amendment was improper.

THE COURT: Okay. Well my problem here is that everybody relied on it as being proper and Dunham has been acting in good faith on the assumption that they're the properly appointed Trustee, that situs has been changed and they're the proper Trustee. And now you're coming in here and saying: Oh, I, as Trust Protector, or whatever -- or Trust Investment Protector, whatever your client's role is, whatever Mr. Lehnardt's role is, we were all wrong. We did this wrong because we forgot Chris was married.

MR. BARNEY: Your Honor, you're --

THE COURT: Ah, what?

MR. BARNEY: -- assuming that my client even had counsel to know what was going on in this and the fact is he --

THE COURT: I'm not saying he did have counsel or didn't have counsel.

MR. BARNEY: He was not. He was --

THE COURT: He knows whether he's married or not.

MR. BARNEY: He does know whether he's married or not, but the fact is he is not --

THE COURT: I have no affidavit in front of me telling me that he is married, that the marriage was valid at the time, that she was therefore entitled to take under -- I mean, I don't have anything. All I have is the Trustee that's acting apparently based on instructions from you and Mr. Lehnardt dealing with this trust having been told we have a valid change of situs. They're acting in reliance on it. They assume they've got proper authority and now you're coming in here and saying: All of those things I've told you to do in the last year, I was wrong. I never should have told you to do those things because I don't have a valid authority. Ooops. My bad. Let's go back to Alaska and fix it.

Well okay. Go back to Alaska and fix it, but, in the meantime, I think I have jurisdiction of -- at least as put by Mr. Solomon, at least we have the constructive trust because it's here. There is --

MR. BARNEY: Your Honor, --

THE COURT: -- action you've taken here.

MR. BARNEY: Your Honor, I would respectfully disagree in the fact that we have demonstrated the actual

drafter of the amendment has admitted that it is incorrect.

Now, if somebody wants to bring an action for unjust reliance or they want to bring a claim of that sort, let them do it in the proper fashion and serve them pursuant to Rule 4 to get proper jurisdiction over these parties.

However, we have the truth and the fact that they noticed up the wife. They clearly knew who the wife was. They're the first ones who noticed the wife in this proceeding. She was the wife. She was the wife during the period of the reported first amendment. The drafter of that amendment has admitted that neither an acting Trustee nor all of the beneficiaries that were required did sign and that it was invalid.

Any presumption that would be there has been clearly rebutted. We have the person that drafted it. We have the notice that was given by Caroline to Taria [phonetic] on -- and it wasn't timely notice, which would invalidate, you know, the proceeding in that regard, but they did know who she was and the idea that we sandbagged when they came up with the notice first, really shocks the conscience, Your Honor, because --

THE COURT: Okay. Mr. Solomon, do you have anything further to say on your Petition to -- for Jurisdiction?

MR. SOLOMON: Just one. I'll give you another basis to get where we need to go.

They just admitted their own downfall. Taria [phonetic] was given notice of this proceeding timely and she's had the full time to do it and she has never objected. She has never raised that she didn't know about this, didn't consent to it, was even married at the time. Now she --

THE COURT: Isn't she in Japan? Is she in Japan?

MR. SOLOMON: No. I think that's --

THE COURT: Somebody's in Japan.

MR. SOLOMON: Windield [phonetic].

THE COURT: Windield [phonetic] is in Japan.

MR. SOLOMON: Yeah, but -- and I don't know where --

MR. HOOD: California or Missouri.

THE COURT: Oh. It's the person with the two houses.

MS. HOOD: Taria [phonetic].

MR. SOLOMON: Yeah. This --

THE COURT: Okay.

MR. SOLOMON: -- is Christopher's -- step up, the father, who is apparently --

THE COURT: okay.

MR. SOLOMON: -- now married. I don't know how

long he's been married. I've never -- this is the first time.

But the point is she has full notice, never objected. She's waived her objection by not appearing and not making that. The only person here objecting is the person who acted upon it and never, ever raised this issue until you got in front of this Court on this hearing.

THE COURT: Okay. Well, I guess my concern is -- and this is -- where I think counsel has indicated that they would like a chance to be heard on this and brief this. I think I have to take jurisdiction over this at least under a theory of constructive trust because they've been relying on this in good faith thinking they're operating properly and all of a sudden they're being told, by the very people who made that representation to them, oops, my bad, even though my sister knew I was married, she who -- I don't know if she had legal counsel telling her anything, but I didn't have legal counsel -- or at least his attorney says he didn't have legal counsel, so I didn't know -- needed it. So she went and hired and is now saying maybe I messed up here. I mean, but everybody's been relying on that.

MR. SOLOMON: And you don't have the evidence. All you have --

THE COURT: And acting on it.

MR. SOLOMON: -- is a statement.

THE COURT: And so I just --

MR. SOLOMON: There is no evidence at this point other than --

THE COURT: It's -- I just have a real problem with this --

MR. SOLOMON: -- that.

THE COURT: -- in saying that there's no jurisdiction because there's no Trustee in Alaska. The only Trustee is here.

MR. SOLOMON: It's true.

THE COURT: And that's my problem with tis -- you have a trust with no Trustee.

MR. BARNEY: Your Honor, --

THE COURT: If I follow your theory, Mr. Barney, you have a trust with no Trustee and --

MR. BARNEY: And the Court --

THE COURT: -- and your client has been acting without any authority and this is -- I mean, do you seriously want us to go down that road?

MR. BARNEY: I do, Your Honor, and under the terms of the trust --

THE COURT: Okay.

MR. BARNEY: -- if the Protect --

THE COURT: I think that -- doesn't that expose

your client to huge liability?

MR. BARNEY: If the Protector does not appoint a Trustee, they can come together unanimously and they can appoint a Trustee.

The whole idea is -- what you're saying, Your Honor, is: Okay, well, there would be no Trustee. Do you know how many trusts come before us where there is no Trustee and the courts appoint a Trustee? Numerous times.

THE COURT: Okay.

MR. BARNEY: A Trustee dies. There is no Trustee for a certain period.

THE COURT: Yeah, but there's no Trustee in Alaska. We have a Trustee.

MR. BARNEY: The Trustee could be appointed in Alaska by the very terms of the --

THE COURT: Okay. Okay.

MR. BARNEY: -- trust.

THE COURT: I'm done, Mr. Barney. I'm done.

MR. BARNEY: Okay.

THE COURT: I'm going to take jurisdiction over this trust and I'm going to confirm Dunham as Trustee.

But we have this issue, which they've asked for the opportunity because this is not well developed. I think it raises some issues. I have a real concern about Mr. Lehnardt because I didn't really see anything

specifically alleged about him in this pleading. But Mr. Barlow's got a point. However -- we now know what the issue is so I think we need a more definite statement.

So I'm granting Mr. Barlow alternative relief in the form of I think he's entitled to -- his client is entitled to a more definite statement as to what it is allegedly Mr. Lehnardt already did. I think we all know it, but he's entitled to have it in a pleading. So, Mr. Lehnardt's Motion is granted with alternative relief. We need a more definite statement as to what it is Mr. Lehnardt allegedly did.

MR. BARLOW: If anything.

THE COURT: If anything. He's entitled to that. So it's -- we need a more definite statement because right now we don't' have anything about him. He's right. We need something about him.

So, the issue is Chris. My problem here, even if it's just constructive trust because Dunham's acting -- as I've indicated, I believe in a good faith reliance on what everybody told them that here's a valid change of situs and trust amendment, I think that -- I appreciate this argument that it's all invalid and so Mr. Davis can't be sued, but my problem with that is he's been acting here, I have to assume because stuff has been going on, apparently giving instruction to Dunham and I just think that means he's

consented to the jurisdiction of this Court.

MR. SOLOMON: Yeah, I mean, he's de facto at a minimum.

THE COURT: Yeah.

MR. BARNEY: Your Honor, did you say that Mr. Davis could be sued?

THE COURT: Yeah. I think he's consented to the jurisdiction of this Court.

MR. BARNEY: And in what capacity are you making -- I just want to be clear for the record?

THE COURT: He has been acting in -- under the assumption, and I understand your argument that it may all be void. If so, it all gets unwound some other way but I think I have to -- I have to take jurisdiction at this point and we have to have some form in which this can be litigated. I respectfully don't think it's Alaska. I think it's here because you've got a Trustee appointed here. Everybody is acting on this assumption and your client, perhaps in as good of faith as Dunham, has been acting under the assumption that he had a role and he had authority to take certain actions. He considered the jurisdiction of this Court by acting on it. So I think he's -- I think he can be sued here. He's consented to it by acting --

MR. BARNEY: And when you say he can be sued, are

you saying in his individual capacity or are you saying --

THE COURT: That's -- what -- I keep forgetting. It was Investor?

MR. BARNEY: Investment Trust Advisor.

THE COURT: Investment Trust Advisor, yes.

MR. BARNEY: Because they're not asking to sue him. At least the pleadings I read, they're not asking to sue him. They're asking for information, Your Honor, and your -- you jumped to the he can be sued --

THE COURT: No. I'm saying I've got jurisdiction over it. So in his capacity as this Investment Trust Advisor, if they want to get records and stuff from him, then fine. He's consented to act in that capacity in this jurisdiction. Until it's shown that, in fact, he didn't have that capacity, I think he's consented because he acted on it.

MR. BARNEY: Okay. So, just to be clear, you're assuming jurisdiction under 164.010 in what capacity? Over Dunham Trust?

THE COURT: Dunham Trust because there's a trust -- they -- the trust has been -- they took the role of Trustee acting on an assumption that they were properly appointed and they had a valid amendment and the change of situs. They acted on that. Your client also acted on it in his role of Investment Trust Advisor.

So, to the extent that that's a role that he was acting in, then I think we've got like a jurisdiction over him in that role because everybody was acting on that. If it's proven that, in fact, that's all void because Taria [phonetic] was entitled to be a signator, if we've got evidence on that and it's proven, then we've got a whole different problem, but we've got to litigate that somewhere and I don't think it's Alaska because this trust isn't in Alaska. Everybody is operating on the assumption that it is here. If it shouldn't be here, that's a problem for another day.

MR. BARNEY: And just as a point of clarification, when you're indicating that you have jurisdiction, are you -- is the extent of your ruling that you have jurisdiction or that you're just taking jurisdiction over Dunham and -- because there's relief that's been requested and I'm --

MR. SOLOMON: And I'd like to get to that, Your Honor.

THE COURT: I know.

MR. SOLOMON: You've already -- you indicated that you're going to assume jurisdiction over Chris, --

THE COURT: Right.

MR. SOLOMON: -- and --

THE COURT: In his role of Investment Trust Advisor.

MR. SOLOMON: I understand. Again, Article 12, Section 4 of the trust, and nobody disputes this, says, quote:

> The trust books and records along with all trust documents shall be available and open at all reasonable times for the inspection of the trust beneficiaries and the representatives.

He has not opposed that he has these type of records in his possession. In fact, I know he does because Harriet Rowland [phonetic] told me that she had them, that he had produced them to her. She was prepared to turn them over to me when he said: No, don't give them anything.

THE COURT: Okay. Okay. So you asked for multiple types of relief. The petition is to assume jurisdiction over this trust. I'm going to assume jurisdiction over this trust, even though, as I said, it's without prejudice to litigate whether it's actually validly moved. If it's not, then, you know, we've got a problem, but it appears that everybody is acting on the assumption that it's here. So we have to take jurisdiction.

So, then I'm assuming jurisdiction over Christopher Davis as Investment Trust Advisor, which is the specific relief requested.

Stephen Lehnardt, I agree, I would also have jurisdiction for the same analysis, but the problem is we

don't have a statement as to what it is he's allegedly done. So, for the moment, I'm not taking jurisdiction over him because we need a more definite statement in order to say whether or not we can go forward against Mr. Lehnardt.

And then to confirm the Dunham Trust Company as Directed Trustee, for now, it appears they're acting in good faith on what was represented to them to be a valid amendment and change of situs. They have been acting, as far as I can tell, nobody's raised that that they would have any notice. So, I think we have to confirm them. They're the Trustee, until it's proven that maybe they shouldn't be because unknown to them there was a wife out there.

Okay. And then the final thing was immediate disclosure of documents and information from the Investment Trust Advisor.

MR. BARNEY: And what would that include with regard to those records? Clearly Alaska Trust has the records of their tenure as Trustee for the $2.2 million.

THE COURT: Right.

MR. BARNEY: And they're not a party to this action. So --

THE COURT: It's what Mr. -- it's what he has in his role as Investment Trust Advisor. That's it.

MR. BARNEY: Because they've alleged $25,000 was

handled between Dunham and Christopher Davis in Nevada.

THE COURT: If that's not -- you know, if that's not in his possession, it's not in his possession. It's only what's -- what he's got in his possession.

MR. SOLOMON: I'll prepare the --

THE COURT: So you'll prepare the order. Okay?

MR. SOLOMON: -- order, Your Honor.

THE COURT: Thank you.

MR. SOLOMON: And I'll submit it to counsel.

THE COURT: And we'll be -- like I said, this is all without prejudice to actually litigate and give, you know, Dunham a chance to --

MR. BARNEY: Did you --

THE COURT: -- lay out this whole issue.

MR. BARNEY: So to understand this correctly -- and I'd like to sign off on the order, Your Honor.

THE COURT: Sure. Absolutely. Mr. Solomon --

MR. BARNEY: If that's --

THE COURT: -- always very good about that.

MR. BARNEY: But you're giving jurisdiction subject to a determination of whether or not --

THE COURT: Yeah. It's without prejudice to -- allergies. Without prejudice to raise the issue.

MR. SOLOMON: I understand.

MR. BARNEY: Of the validity --

THE COURT: Properly --

MR. BARNEY: -- of the first amendment. Is that correct?

THE COURT: Properly with evidence and -- because right now we don't even have an affidavit from Tarjia [phonetic] and who knows? I don't have her -- Taria [phonetic].

MR. BARNEY: Taria [phonetic].

THE COURT: Thank you.

And Dunham. You know, surely they'd like to be heard. So, you know, it's without prejudice on that issue, but right now, everybody is acting on it, so --

MR. SOLOMON: Thank you, Your Honor.

MS. RENWICK: Thank you, Your Honor.

THE COURT: -- we'll litigate it all later. Thank you all for coming in.

THE CLERK: Is this [indiscernible]?

THE COURT: Yes. We're keeping it. Mr. Solomon, specifically just for the record, Mr. Solomon specifically requested that this be handled from its inception here and nobody's objected to that part. So we're --

MR. BARNEY: Yeah. I'd prefer that, Your Honor.

THE COURT: You got it. Okay. We're good. We'll see you guys back here.

MR. BARNEY: If the Court has jurisdiction.

THE COURT: Exactly. Subject to your right to say I don't have jurisdiction.

PROCEEDING CONCLUDED AT 11:15 A.M.

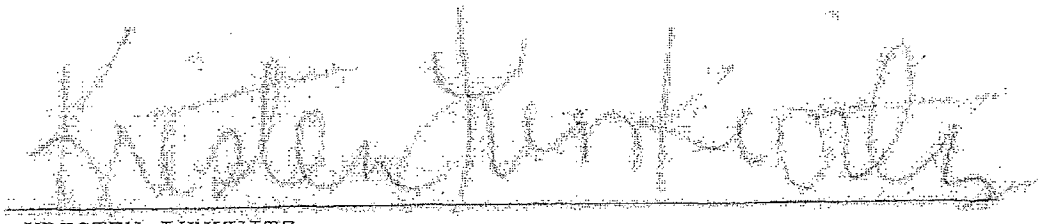
* * * * *

CERTIFICATION

I certify that the foregoing is a correct transcript from the audio-visual recording of the proceedings in the above-entitled matter.

AFFIRMATION

I affirm that this transcript does not contain the social security or tax identification number of any person or entity.



KRISTEN LUNKWITZ
INDEPENDENT TRANSCRIBER

EXHIBIT Y

EXHIBIT Y

CERT
Mark A. Solomon, Esq.
Nevada Bar No. 418
msolomon@sdfnvlaw.com
Joshua M. Hood, Esq.
Nevada Bar No. 12777
jhood@sdfnvlaw.com
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485

Attorneys for Caroline Davis, Petitioner

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of: The BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000, as amended on February 24, 2014	Case No.: P-15-083867-T Dept. No.: XXVI

CERTIFICATION OF INTENT TO AMEND ORDER

Having reviewed Caroline D. Davis' *Motion To Amend Or Modify Order Pursuant To NRCP 60(b)(3)* (the "Motion To Amend") and Christopher D. Davis' *Petition For Reconsideration Of The Order Dated May 19, 2015 Re: Petition To Assume Jurisdiction Over The Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, As Amended on February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis As Investment Trust Advisor, Stephen K. Lehnardt As Distribution Trust Advisor, To Confirm Dunham Trust Company As Directed Trustee; And For Immediate Disclosure Of Documents And Information From Christopher D. Davis* (the "Petition For Reconsideration"), examined the evidence, and heard oral arguments of counsel on September 2, 2015, the Court, pursuant to NRCP 60 and its inherent power to manage litigation, finds as follows:

THIS COURT FINDS that the Order dated May 19, 2015, Re: Petition to Assume Jurisdiction over the Beatrice B. Davis Family Trust is currently on appeal, so this Court lacks

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM
SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

jurisdiction to amend the Order at this time. However, pursuant to Huneycutt v. Huneycutt, 94 Nev. 79, 575 P.2d 585, (1978):

THIS COURT CERTIFIES that if this case is remanded back to the District Court, the District Court would amend its May 19, 2015 Order assuming jurisdiction over the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as Amended on February 24, 2014, under the theory of "constructive trust", more accurately called a "de facto trust", and enter an order to assume jurisdiction over the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as Amended on February 24, 2014, de jure as a proceeding *in rem* pursuant to NRS 164.010, as well as grant any and all additional relief as the District Court deems proper.

DATED this 4th day of October 2015.

DISTRICT COURT JUDGE

SOLOMON DWIGGINS & FREER TRUST AND ESTATE ATTORNEYS
9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNVLAW.COM