

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

1 MR. BARNEY: He was not. He was --

2 THE COURT: He knows whether he's married or not.

3 MR. BARNEY: He does know whether he's married or
4 not, but the fact is he is not --

5 THE COURT: I have no affidavit in front of me
6 telling me that he is married, that the marriage was valid
7 at the time, that she was therefore entitled to take under
8 -- I mean, I don't have anything. All I have is the
9 Trustee that's acting apparently based on instructions from
10 you and Mr. Lehnardt dealing with this trust having been
11 told we have a valid change of situs. They're acting in
12 reliance on it. They assume they've got proper authority
13 and now you're coming in here and saying: All of those
14 things I've told you to do in the last year, I was wrong.
15 I never should have told you to do those things because I
16 don't have a valid authority. Ooops. My bad. Let's go
17 back to Alaska and fix it.

18 Well okay. Go back to Alaska and fix it, but, in
19 the meantime, I think I have jurisdiction of -- at least as
20 put by Mr. Solomon, at least we have the constructive trust
21 because it's here. There is --

22 MR. BARNEY: Your Honor, --

23 THE COURT: -- action you've taken here.

24 MR. BARNEY: Your Honor, I would respectfully
25 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 FHT 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

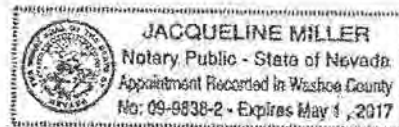
Shanna Coressel
Shanna Coressel, Trust Officer

ACKNOWLEDGMENT

STATE OF Nevada)
COUNTY OF Washoe) ss.

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.

Jacqueline Miller
Notary Public



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

Ashley Cooper Life International Insurer, SPC

Administration Office: 5th Floor Windward 3, Regatta Office Park, West Bay Road, P.O. Box 2185
Grand Cayman KY1-1105, Cayman Islands
Tel: (345) 949 1599, Fax: (345) 949 0520; Email: Info@Crusader.com.ky

Registered Office: Fiddler González & Rodríguez P.S.C.
BBVA Tower, 254 Muñoz Rivera Avenue, 6th Floor, Hato Rey, Puerto Rico 00918

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

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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 Trust Company Named One
of America's Most Advisor-Friendly
Trust Companies by the Trust Advisor

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.

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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.

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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:	
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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:	



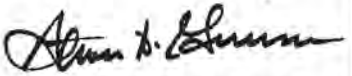
Actions\Amendments

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			



EXHIBIT 16


CLERK OF THE COURT

Mark A. Solomon, Esq., Bar No. 418
msolomon@sdfnlaw.com
Joshua M. Hood, Esq. Bar No. 12777
jhood@sdfnlaw.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: August 12, 2015
Hearing Time: 9:00 A.M.

AMENDMENT AND SUPPLEMENT TO COUNTERPETITION FOR SANCTIONS

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 Amendment And Supplement To Counterpetition For Sanctions ("Amendment And Supplement To Counterpetition"). The Amendment And Supplement To Counterpetition 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.

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. Introduction.**

3 Caroline D. Davis ("Ms. Davis") hereby incorporates all of the facts, legal arguments, and
4 exhibits contained in her Objection To Petition For Reconsideration Of The Order Dated May 19,
5 2015 Re: Petition To Assume Jurisdiction Over The Beatrice B. Davis Family Heritage Trust,
6 Dated July 28, 2000, As Amended On February 24, 2014, To Assume Jurisdiction Over
7 Christopher D. Davis As Investment Trust Advisor, Stephen K. Lehnardt As Distribution Trust
8 Advisor, To Confirm Dunham Trust Company As Directed Trustee, And For Immediate
9 Disclosure Of Documents And Information From Christopher D. Davis; And Counterpetition For
10 Sanctions, filed on July 31, 2015, as if fully set forth herein.

11 **II. Statement Of Relevant Facts**

12 Beatrice B. Davis ("Beatrice") created the Trust¹ on July 28, 2000, naming Alaska Trust
13 Company ("Alaska") as the initial Trustee and Stephen K. Lehnardt ("Mr. Lehnardt") as Trust
14 Protector.² As fully set forth in the prior pleadings before this Court, the primary asset held in the
15 Trust is an Ashley Cooper Life Insurance Policy (the "Policy") with a face cover value of
16 \$35,000,000,³ and a revolving line of credit for \$4,000,000.⁴

17 Pursuant to Article Three of the Trust, during Beatrice's lifetime, the primary beneficiaries
18 are Christopher, Ms. Davis, and Christopher's son, Winfield Davis ("Winfield). On August 2,
19 2011, Mr. Lehnardt, as Protector, removed Alaska as Trustee and appointed Alaska USA.⁵
20 During Alaska and Alaska USA's tenure as Trustee, certain loans were taken against the Policy
21

22 ¹ The Beatrice B. Davis Family Heritage Trust, dated July 28, 2000 (the "Trust").

23 ² See, Petition To Assume Jurisdiction Over The Beatrice B. Davis Family Heritage Trust, Dated July 28,
24 2000, As Amended On February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis As Investment Trust
25 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.

26 ³ *Id.*, at Ex. 6.

27 ⁴ *Id.*, at Ex. 8.

28 ⁵ *Id.*, at Ex. 3.

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"). Beatrice died on January 5, 2012.

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."⁶ Dunham Trust Company ("Dunham") was thereafter appointed and accepted tenure as successor Trustee of the Trust on February 24, 2015.⁷ 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.⁸ The transfer of the Situs was acknowledged by Ms. Davis, Christopher, and Winfield.

Pursuant Article One, Section 2 of the First Amendment,⁹ the Trust situs is now Nevada, and the Trust and all trusts created thereunder are governed by Nevada law.¹⁰ Article Thirteen, Section 2.d. of the First Amendment, appointed Dunham as the "Directed Trustee" pursuant to NRS §163.553 et. seq.¹¹ 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 §16.554.¹² 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

⁶ *Id.*, at Ex. 4.

⁷ *Id.*, at Ex. 5.

⁸ *Id.*

⁹ The First Amendment To The Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, dated February 24, 2014 (the "First Amendment"), a true and correct copy of which is attached to the Original Petition as Ex. 5.

¹⁰ *See*, Original Petition, at Ex. 5, p. 1, Art. 1, §2.

¹¹ *Id.*, at Ex. 5, p. 2, Art. 13, §2.d., First.

¹² *Id.*, at Ex. 5, p.2-3, Art. 13, §2.d., Second.

Investment Trust Advisor, unless otherwise directed.¹³ 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 §163.554.¹⁴

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.¹⁵

II. Procedural Background

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.

As such, Ms. Davis filed the Original Petition requesting, in relevant part, that this Court grant the following relief:

“1. That this Court assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended on February 24, 2014, as proceeding in *in rem*;

2. That this Court assume Jurisdiction over Christopher D. Davis as the Investment Trust Advisor for the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended;

¹³ *Id.*, at Ex. 5, p. 3., Art. 13, § 2.d, Second.

¹⁴ *Id.*, at Ex. 5, p. 3 Art. 13, §2.d, Third.

¹⁵ *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”), at Ex. 2.

3. That this Court assume Jurisdiction over Stephen K. Lehnardt as the Distribution Trust Advisor for the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended;

4. That this Court confirm Dunham Trust Company as the Directed Trustee of the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended;

5. That this Court require Christopher D. Davis, as the Investment Trust Advisor of the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended, and as the sole Member of FHT Holdings, LLC, 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."¹⁶

Subsequently, Christopher filed his Motion To Dismiss on March 3, 2015,¹⁷ which contended that Ms. Davis: (1) failed to join necessary parties; (2) failed to provide requisite notice to proper parties; and (3) the Court lacked subject matter jurisdiction.¹⁸ Christopher's Motion To Dismiss hinged upon his contention 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.¹⁹

In response, Ms. Davis filed her Opposition to the Motion To Dismiss on April 13, 2015.²⁰ 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.²¹ Additionally, Ms. Davis set forth arguments as to why the prior trustees,

¹⁶ See, Original Petition at p. 9, ¶¶ 1-5.

¹⁷ See, Christopher D. Davis' Motion To Dismiss Pursuant To NRCP 12(b) And NRCP 16, previously filed with this Court on March 3, 2015.

¹⁸ *Id.*

¹⁹ *Id.*, at p. 11:7-8.

²⁰ 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.

²¹ *Id.*, at Section II.

Alaska and Alaska USA, are not necessary or indispensable parties,²² and that Ms. Davis did, in fact, properly serve all interested parties.²³ Christopher filed a Reply to Ms. Davis' Opposition to the Motion To Dismiss on April 20, 2015.²⁴ It is important to note, however, that Ms. Davis' 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").

During the Hearing, and for the first time, Christopher's counsel, Anthony L. Barney, Esq. ("Mr. Barney") made several material misrepresentations of fact to the Court. First, Mr. Barney argued that Christopher's wife, Tarja Davis ("Tarja"), was a beneficiary of the Trust and did not provide the requisite consent in order to the transfer the Trust's situs from Alaska to Nevada.²⁵ 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."²⁶ Second, Mr. Barney 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.²⁷ Indeed, both of Christopher and Mr. Barney's fabricated arguments at the Hearing are patently false.

Notwithstanding such misrepresentations, after hearing the oral arguments of the parties' respective counsel, this Court issued its Findings and Orders, which was subsequently filed on June 24, 2015, and notice of entry of such order was filed on July 1, 2015.²⁸

²² *Id.*, at Section III.

²³ *Id.*, at Section IV.

²⁴ *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.

²⁵ *See*, Hearing transcript at p. 8:10-11, a true and correct copy of which is attached hereto as **Exhibit 1**.

²⁶ *See*, Motion To Dismiss, at p. 3:14-18. (Emphasis added).

²⁷ *See*, Ex. 1, at lines 12-13.

²⁸ *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.

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.”²⁹

Additionally, the Court ordered that: (1) the Original Petition be granted without prejudice;³⁰ (2) the court would not assume jurisdiction over Mr. Lehnardt, as Distribution Trust Advisor, “until a more definite statement is made”;³¹ (3) Dunham be confirmed as Directed Trustee;³² (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”;³³ (5) that Christopher’s Motion To Dismiss is denied;³⁴ and (6) and that the Court “retain[ed] jurisdiction and all matters will be heard by the probate judge.”³⁵

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. 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 as provided for in the First Amendment;³⁶ (2) the failure to add indispensable

²⁹ See, Order, at p. 2:13-19.

³⁰ *Id.*, at p. 2:21-24.

³¹ *Id.*, at p. 2:25-28.

³² *Id.*, at p. 3: 1-2.

³³ *Id.*, at p. 3: 3-6.

³⁴ *Id.*, at p. 3: 7-8.

³⁵ *Id.*, at p. 3:9-10.

³⁶ See, Petition For Reconsideration, at p. 6:19-20.

1 parties,³⁷ and (3) the failure to provide notice and/or service to requisite parties.³⁸ The Petition
2 For Reconsideration is nothing more than a regurgitation of the facts presented in Christopher's
3 prior pleadings and his oral argument before the Court on April 22, 2015.

4 In response, Ms. Davis filed her Objection And Counterpetition For Sanctions on July 31,
5 2015.³⁹ In her Objection And Counterpetition, Ms. Davis argued that the Petition For
6 Reconsideration is procedurally improper as it does not present new evidence or facts, does not
7 identify a change in controlling law, and does not identify any clear error made by this Court.⁴⁰

8 Additionally, Ms. Davis set straight the facts that Christopher and/or Mr. Barney
9 materially misrepresented to this Court as it relates to the First Amendment. First, Ms. Davis
10 provided evidence that Christopher's wife, Tarja, is not a "spouse" under the terms of the Trust
11 since she and Christopher have not been married for ten (10) continuous years as required by
12 Article Fourteen, Section 1(j) of the Trust.⁴¹ As such, Tarja is not a "beneficiary then eligible to
13 receive mandatory or discretionary distributions" pursuant to Article 8, Section 3(d), and,
14 therefore, her consent is not required to transfer situs under Article Fourteen, Section 6.⁴²

15 Second, and notwithstanding Christopher and Mr. Barney's representation to the contrary,
16 Ms. Davis provided evidence that Alaska USA was the then-serving Trustee of the Trust when the
17 First Amendment was executed, and that Alaska USA did consent to the transfer of situs from
18 Alaska to Nevada pursuant to Article Fourteen, Section 6 of the Trust.⁴³ Lastly, and in
19 contradiction to Christopher and Mr. Barney's false representation to this Court, Ms. Davis
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21
22 ³⁷ See, Petition For Reconsideration, at p. 15:17-18, p. 21:10-11, and p. 23:6-7.

23 ³⁸ *Id.*, at p. 15:17-18, and p. 19:11-12.

24 ³⁹ See, Objection And Counterpetition.

25 ⁴⁰ *Id.*, at § II(A).

26 ⁴¹ *Id.*, at § II(B).

27 ⁴² *Id.*

28 ⁴³ *Id.*, at § II(C).

1 presented evidence that Alaska USA did receive advice of counsel pursuant to Article Fourteen,
2 Section 6 of the Trust⁴⁴ prior to transferring the Trust's situs.

3 Ms. Davis further contended that the Court did not commit any clear error with respect to
4 Christopher's assertions and that: (1) Christopher is estopped from asserting such arguments
5 given the fact that he is fully aware of all the facts and circumstances surrounding the First
6 Amendment;⁴⁵ (2) that the Court properly evaluated Christopher's contention that Ms. Davis
7 failed to join indispensable parties, and denied the same;⁴⁶ and (3) that the Court properly
8 assumed jurisdiction over him as Investment Trust Advisor and as Manager of FHT Holdings,
9 LLC, and may, therefore, order him to produce any information relative to the Trust that he has in
10 his possession custody or control no matter how such information was obtained.⁴⁷ Ms. Davis also
11 argued that, based upon the true and correct facts presented in her Objection And Counterpetition,
12 this Court has jurisdiction over the Trust as a proceeding *in rem* as the First Amendment is valid
13 and properly transferred jurisdiction to Nevada, and because the Trust does business in Clark
14 County, Nevada.⁴⁸

15 Due to Christopher and Mr. Barney's dissembling of the facts and circumstances involved
16 in this matter to the Court, and because Christopher was integrally involved in the transfer of the
17 Trust's situs from Alaska to Nevada and his appointment as Investment Trust Advisor, Ms. Davis
18 submitted her Counterpetition pursuant to EDCR 7.60(b).

19 **III. Legal Argument.**

20 EDCR 2.26 permits this Court to grant a party's request for an order shortening time
21 "upon an unsworn declaration under penalty of perjury or affidavit of counsel describing the
22

23
24 ⁴⁴ *Id.*, at § II(D).

25 ⁴⁵ *Id.*, at § II(E).

26 ⁴⁶ *Id.*, at § II(F).

27 ⁴⁷ *Id.*, at § II(G).

28 ⁴⁸ *Id.*, at § II(H).

1 circumstances claimed to constitute good cause and justify shortening of time.”⁴⁹ Because the
2 facts and circumstances of this instant pleading are the same facts and circumstances to be heard
3 by this Court on August 12, 2015, good cause exists to grant Ms. Davis’s Petition For An Order
4 Shortening Time. Additionally, granting said Petition For An Order Shortening time will further
5 promote judicial efficiency.

6 EDCR 7.60(b), in relevant part, provides as follows:

7 “The Court may, after notice and an opportunity to be heard, impose upon an
8 attorney or party any and all sanctions which may, under the facts of the case, be
9 reasonable, including the imposition of finds, **costs or attorney’s fees** when an
10 attorney or a party without just cause:

11 (1) Presents to the court a motion or an opposition to a motion which is
12 **obviously frivolous, unnecessary or unwarranted.**

13 (3) So multiplies the proceedings in a case as to **increase costs unreasonably**
14 **and vexatiously**” (Emphasis added).

15 It is apparent that Christopher has been integrally involved with the following: (1) the
16 drafting of the First Amendment; (2) the transfer of the Trust’s situs from Alaska to Nevada; (3)
17 the appointment of Dunham as Directed Trustee; (3) the appointment of Mr. Lehnardt as
18 Distribution Trust Advisor; (4) his appointment as Investment Trust Advisor; (5) the creation of
19 FHT Holdings, LLC for which he serves as the sole Manager; and (6) the transfer of the Trust’s
20 primary asset (the Policy with a face value of \$35,000,000.00) from the Trust to FHT Holdings,
21 LLC.

22 As fully set forth in Ms. Davis’ Objection And Counterpetition, Tarja did not qualify as a
23 “spouse” under the terms of the Trust during the period of time in which the Trust’s situs was
24 transferred from Alaska to Nevada.⁵⁰ As such, Tarja was not entitled to receive mandatory or
25 discretionary distributions from the Trust, and, therefore, her consent was not required.

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27 ⁴⁹ See, EDCR 2.26.

28 ⁵⁰ See, Objection And Counterpetition, at §II(B).

Christopher's persistent misrepresentation that the First Amendment is invalid based upon Tarja's lack of consent is disingenuous, and he has known this from the onset of his frivolous defense to Ms. Davis' Original Petition. Indeed, both of Christopher's counsel, Mr. Barney and Harriet Roland, Esq. ("Ms. Roland"), have copies of the Trust, and are well aware of the terms and provisions thereof, including: (1) the provision defining "spouse";⁵¹ (2) the provision related to distributions to a "spouse";⁵² and (3) the provision related to the transfer of situs and the requirements therefor.⁵³ Christopher's continued obfuscation of the facts to this Court regarding Tarja's consent must not be condoned, especially given his intimate knowledge of the facts and circumstances, his participation with the trustees (Alaska USA and Dunham) in transferring the situs of the Trust, and his knowledge of Mr. Lehnardt's actions with respect to transferring the situs of the Trust.

Additionally, Christopher has boldly dissembled the facts to this Court with respect to his contention that: (1) no trustee was serving when the First Amendment was executed; (2) no trustee consented to the transfer of situs; and (3) no trustee obtained advice of counsel prior to transferring situs. It is apparent from the Resignation, Release, Acknowledgement, Consent And Indemnification Agreement (the "Release"), which was signed by Christopher, that he was keenly aware that Alaska USA was still serving as Trustee on February 24, 2014, and that Alaska consented to the transfer in situs from Alaska to Nevada.⁵⁴

Moreover, as set forth in Mr. Lehnardt's billing invoices, Christopher was well aware of Dennis Brislawn, Esq.'s involvement in the matter and the advice he provided to Alaska with respect to the transfer of the Trust's situs from Alaska to Nevada. As fully set forth in Ms. Davis' Objection And Counterpetition Christopher was integrally involved in the transfer of the situs, as

⁵¹ See, Original Petition, at Ex. 1, Art. 14, §1(j).

⁵² *Id.*, at Ex. 1, Art 8, §3(d).

⁵³ *Id.*, at Ex. 1, Art 14, §6.

⁵⁴ See, Objection And Counterpetition, at Ex. 5, p. 4.

1 well as the change of trustee, and had full knowledge that Alaska was serving as Trustee,
2 consented to the transfer of Situs, and obtained advice of counsel prior to effectuating the same.⁵⁵

3 Indeed, a cursory review of some of Mr. Lehnardt's billing invoices illustrate that
4 Christopher was intimately involved in the transfer of the Trust's situs and had knowledge of the
5 facts and circumstances surrounding the same:

- 6 (a) 12/23/2013 – Emails from and to D Brislawn regarding change of trustee
7 and capital and surplus issue, **telephone call to C Davis regarding the**
8 **same**;⁵⁶
- 9 (b) 01/07/2014 – telephone call to D Brislawn (msg) regarding AK Trust
10 modification, **Telephone call from C Davis regarding trustee change**
11 **and multiple related items, discussion of Dunham trust and**
12 **modification**;⁵⁷
- 13 (c) 01/15/2014 – **Telephone calls from C Davis regarding transfer of**
14 **trustee**...email to D Brislawn regarding same;⁵⁸
- 15 (d) 01/17/2014 – Emails from and to D Brislawn regarding transfer of trustee,
16 **Telephone call from C Davis regarding trustee**, Telephone call to D
17 Brislawn to discuss trustee transfer and modification of trust document;⁵⁹
- 18 (e) 01/24/2014 – Emails to D Brislawn and S. Coressel regarding trustee
19 transfer and LLC items, Telephone call from J Tempel regarding transfer
20 of trustee status, **telephone call to C Davis regarding the same**;⁶⁰
- 21 (f) 02/04/2014 – Telephone call from C Davis regarding trustee change,
22 telephone call from D Brislawn regarding same, review documents,
23 **telephone call to C Davis regarding same**;⁶¹

24 ⁵⁵ *Id.*, at §§ II(C) and II(D).

25 ⁵⁶ *Id.*, at Ex. 7.

26 ⁵⁷ *Id.*

27 ⁵⁸ *Id.*

28 ⁵⁹ *Id.*

⁶⁰ *Id.*

⁶¹ *Id.*

1 (g) 02/18/2014 – Prepare for and Meeting with C Davis, discuss with D
2 Brislawn regarding Trust Distribution Advisor and trustee changes;⁶²

3 Based upon the forgoing, Christopher's repeated contentions regarding the validity of the
4 First Amendment and the validity of the transfer of the Trust's situs set forth in his constant
5 barrage of pleadings before this Court, including, his Motion To Dismiss, his Reply to the
6 Opposition To Motion To Dismiss, his Petition For Rehearing, and his Ex Parte Application is
7 obviously **frivolous, unnecessary and unwarranted**. Knowing full-well the inaccuracy of the
8 facts presented in the aforementioned pleadings, Christopher's tactics have been for the sole
9 purpose of delaying the inevitable (i.e. the production of information in his capacity as Investment
10 Trust Advisor and as Manager of FHT Holdings, LLC), and have done nothing but multiply the
11 proceedings in this matter to vexatiously increase the cost of litigation.

12 Christopher is the sole Manager of FHT Holdings, LLC, which currently owns the
13 \$35,000,000 Policy.⁶³ As such, Christopher is the only individual with the power to take
14 additional loans from said Policy and use the proceeds from such additional loans to fund his
15 frivolous defense. It is apparent that Christopher, who has significant sums of money at his
16 disposal, has attempted to multiply the proceedings in such a manner so as to dissuade Ms. Davis
17 from pursuing her rights under the terms of the Trust – her right to inspect the books and records
18 pursuant to Article Twelve, Section 4 of the Trust.⁶⁴ Christopher's obfuscations and intentional
19 misrepresentations of the facts must not be permitted by this Court.

20 Based upon the frivolousness of Christopher's pleadings since the inception of this matter,
21 Ms. Davis respectfully requests that this Court sanction Christopher pursuant to EDCR 7.60 and
22 award Ms. Davis her attorneys' fees and costs for being forced to: (1) respond to his unnecessary
23 Motion To Dismiss; (2) appear at oral arguments on April 22, 2015 and object to his baseless
24 arguments presented at said hearing; and (3) respond to his unwarranted Petition For
25 Reconsideration. Additionally, as the facts and circumstances set forth in this Amendment And

26 ⁶² *Id.*

27 ⁶³ *Id.*, at Ex. 9.

28 ⁶⁴ *See*, Original Petition, at Ex. 1, Art. 12, § 4.

Supplement To Counterpetition involve the same facts and circumstances to be heard on August 12, 2015, Ms. Davis respectfully requests that an Order Shortening Time be granted to have the instant pleading heard on August 12, 2015, at 9:00 a.m.

WHEREFORE, Caroline D. Davis respectfully requests that this Court:

1. That Caroline D. Davis be awarded attorneys' fees and costs pursuant to EDCR 7.60(b) for being forced to: (1) respond to his unnecessary Motion To Dismiss; (2) appear at oral arguments on April 22, 2015 and object to his baseless arguments presented at said hearing; and (3) respond to his unwarranted Petition For Reconsideration.

Dated this 15th day of August, 2015.

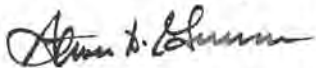
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EXHIBIT 17


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7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

9 In the Matter of:

Case No.: P-15-083867-T
Dept.: Probate (26)

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

Hearing Date: August 12, 2015
Hearing Time: 9:00 A.M.

13 **MOTION TO AMEND OR MODIFY ORDER PURSUANT TO NRCP 60(b)(3)**

14 Caroline D. Davis ("Ms. Davis"), as beneficiary of the Beatrice B. Davis Family Heritage
15 Trust, dated July 28, 2000, as amended February 24, 2014, by and through her counsel, the law
16 firm of Solomon Dwiggins & Freer, Ltd., hereby files this Motion To Amend Or Modify Order
17 Pursuant to NRCP 60(b)(3) (the "Motion"). The foregoing Motion is made and based on the
18 pleadings and papers on file in this action, the attached Memorandum Of Points And Authorities,
19 all attached exhibits, and any oral argument that this honorable Court may entertain at the time of
20 hearing.

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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.

1 Pursuant to Article Three of the Trust, during Beatrice's lifetime, the primary beneficiaries
2 were Christopher, Ms. Davis, and Christopher's son, Winfield Davis ("Winfield). On August 2,
3 2011, Mr. Lehnardt, as Trust Protector, removed Alaska as Trustee and appointed Alaska USA
4 Trust Company ("Alaska USA"). During Alaska and Alaska USA's tenure as Trustee, certain
5 loans were taken against the Policy and further distributed to Christopher in his individual
6 capacity, his capacity as Trustee of the Beatrice B. Davis Revocable Living Trust, dated April 4,
7 1990, as amended (the "Revocable Trust"), and his capacity as Manager of the Davis Family
8 Office, a Missouri limited liability company (the "Davis Family Office").

9 On October 30, 2013, Alaska USA executed a "Resignation of Trustee", indicating that
10 the effective date of such resignation was intended to be "December 5, 2013 or upon the
11 acceptance of trusteeship by a successor, whichever occurs earlier." Dunham Trust Company
12 ("Dunham") was thereafter appointed and accepted tenure as successor Trustee of the Trust on
13 February 24, 2014. Contemporaneously with the appointment and acceptance of trusteeship by
14 Dunham, Mr. Lehnardt, by and through the authority vested in him as Trust Protector, transferred
15 the situs of the Trust from Alaska to Nevada. The transfer of the Situs was acknowledged and
16 consented to by Ms. Davis, Christopher, and Winfield.

17 Pursuant Article One, Section 2 of the First Amendment, the Trust situs is now Nevada,
18 and the Trust and all trusts created thereunder are governed by Nevada law. Article Thirteen,
19 Section 2.d. of the First Amendment, appointed Dunham as the "Directed Trustee" pursuant to
20 NRS §163.553 et. seq. Article Thirteen, Section 2.d. of the First Amendment, further appointed
21 Christopher as the "Investment Trust Advisor" pursuant to NRS §163.5543, and designated him
22 as a "Fiduciary" under NRS §16.554. Pursuant to the First Amendment, Christopher is provided
23 the "full power to manage the investments and reinvestments of the trust", and Dunham, as
24 Directed Trustee, has no authority act or interfere with the actions of Christopher, as the
25 Investment Trust Advisor, unless otherwise directed. Article Thirteen, Section 2.d. of the First
26 Amendment, appointed Mr. Lehnardt, in his capacity as the Trust Protector of the Trust, as the
27 "Distribution Trust Advisor" pursuant to NRS §163.5537, and designated him as "Fiduciary"
28 pursuant to NRS §163.554.

1 Shortly after Dunham's appointment as Directed Trustee and Christopher's appointment
2 as Investment Trust Advisor, Dunham created FHT Holdings, LLC, a Nevada limited liability
3 company, to which the Policy was transferred. Christopher is currently serving as the sole
4 Manager FHT Holdings, LLC.

5 Although Ms. Davis has attempted to acquire the documentation and information related
6 to the Policy and the related loans without court intervention, Christopher has consistently
7 stonewalled Ms. Davis and refused to provide information regardless of the fact that: (1)
8 Christopher is acting as a Fiduciary of the Trust, and (2) Ms. Davis is a beneficiary of the Trust
9 entitled to such information.

10 **III. Procedural Background**

11 This Court will recall that Ms. Davis filed her Original Petition, on February 10, 2015,¹
12 requesting that this Court: (1) assume jurisdiction over the Trust² as a proceeding *in rem*; (2)
13 assume jurisdiction over Christopher as Investment Trust Advisor; (3) assume jurisdiction over
14 Stephen K. Lehnardt ("Mr. Lehnardt") as Distribution Trust Advisor; (4) confirm Dunham Trust
15 Company ("Dunham") as Directed Trustee; and (5) require Christopher, as Investment Trust
16 Advisor and as Manager of FHT Holdings, LLC, to disclose any and all documentation and
17 information related to the Trust with specific reference to certain loans that were taken against the
18 Trust's primary asset (i.e. the Policy with a face cover value of \$35,000,000.00).³

19 On March 3, 2015, Christopher filed his Motion To Dismiss,⁴ contending that Ms. Davis:
20 (1) failed to join necessary parties; (2) failed to provide requisite notice to proper parties; and (3)

21
22 ¹ Petition To Assume Jurisdiction Over The Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, As
23 Amended On February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis As Investment Trust Advisor
24 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").

25 ² The Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended on February 24, 2014 (the
26 "Trust"), a true and correct copy of which is attached to the Original Petition, at Ex. 1.

27 ³ See, Original Petition at p. 9, ¶¶ 1-5.

28 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.

1 further claimed that the Court lacked subject matter jurisdiction.⁵ Christopher's Motion To
2 Dismiss hinged upon his a blatant misrepresentation that the First Amendment, which transferred
3 situs of the Trust from Alaska to Nevada, was invalid and that the validity of such document must
4 first be determined before the Court could assume jurisdiction.⁶

5 In response, Ms. Davis filed her Opposition to the Motion To Dismiss on April 13, 2015.⁷
6 In her Opposition to the Motion To Dismiss, Ms. Davis argued that the Court may properly
7 assume jurisdiction over the Trust and respective parties and grant the relief requested in the
8 Original Petition.⁸ Additionally, Ms. Davis set forth arguments as to why the prior trustees,
9 Alaska and Alaska USA, are not necessary or indispensable parties,⁹ and that Ms. Davis properly
10 served all interested parties.¹⁰ Christopher filed a Reply to Ms. Davis' Opposition to the Motion
11 To Dismiss on April 20, 2015.¹¹ It is important to note, however, that Ms. Davis and her counsel
12 were not served with a copy of Christopher's Reply until after the hearing regarding the
13 Original Petition, the Motion To Dismiss, and related pleadings was held on April 22, 2015
14 (the "Hearing").

15 This Court will also recall that Christopher's counsel, Mr. Barney, for the first time at the
16 Hearing, attempted to make several factual arguments not presented in his Motion To Dismiss.
17 First, Mr. Barney argued that Christopher's wife, Tarja Davis ("Tarja"), was a beneficiary of the
18 Trust and did not provide the requisite consent to the transfer of the Trust's situs from Alaska to
19

20
21 ⁵ *Id.*

22 ⁶ *Id.*, at p. 11:7-8.

23 ⁷ *See*, Opposition To Christopher D. Davis' Motion To Dismiss Pursuant To NRCP 12(b) and NRCP 19,
24 previously filed with this Court on April 13, 2015.

25 ⁸ *Id.*, at Section II.

26 ⁹ *Id.*, at Section III.

27 ¹⁰ *Id.*, at Section IV.

28 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.

1 Nevada.¹² Indeed, raising such argument at the Hearing was completely contrary to the
2 facts presented to this Court in Christopher's Motion To Dismiss. Specifically, Christopher
3 identified: (1) himself; (2) his son, Winfield; and (3) Ms. Davis as the "three descendants [that]
4 are the current beneficiaries of the Trust."¹³ Christopher and Mr. Barney, however, are fully
5 aware, and have always been fully aware, that Tarja does not qualify as a "spouse", and otherwise
6 is not entitled to receive mandatory or discretionary distributions under the Trust; therefore, her
7 consent was not required to effectuate the transfer of situs.

8 Second, Mr. Barney also argued, for the first time at the Hearing, that there was not "an
9 acting Alaska Trustee at the point to consent to the transfer" of the Trust's situs.¹⁴ As Mr. Barney
10 is well aware, a trustee's duties do not terminate upon the submission of a resignation when no
11 successor trustee has been appointed and accepted. Furthermore, and illustrative of Christopher
12 and Mr. Barney's dissembling to this Court, the Resignation, Release, Acknowledgement,
13 Consent And Indemnification Agreement, attached as Exhibit 1 to Christopher's Motion To
14 Dismiss, which was executed by Christopher, expressly provides that Alaska USA was the
15 then-serving Trustee of the Trust on the date on which the situs was transferred to Nevada, and
16 that Alaska USA consented to the same. As Such, Christopher had full and complete knowledge
17 that: (1) Alaska USA was serving as trustee at the point when the situs was changed; and (2)
18 Alaska USA provided its consent to transfer the Trust's situs. Notwithstanding the same,
19 Christopher and his counsel have continuously misrepresented the same to this Court by arguing
20 to the contrary. Indeed, both of Christopher and Mr. Barney's fabricated arguments at the
21 Hearing are patently false.

22 Notwithstanding such misrepresentation, after hearing oral arguments of the parties'
23 respective counsel, this Court issued its Findings and Orders (the "Order"), which was
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25
26 ¹² See, Hearing transcript at p. 8:10-11, a true and correct copy of which is attached hereto as Exhibit 1.

27 ¹³ See, Motion To Dismiss, at p. 3:14-18. (Emphasis added).

28 ¹⁴ See, Ex. 1, at lines 12-13.

1 subsequently filed on June 24, 2015, and notice of entry Order was filed on July 1, 2015.¹⁵

2 Pursuant to the Order, the Court found that:

3 "...since the first amendment, Christopher has been directing the trust in Nevada,
4 and that everyone involved relied on this amendment as being proper.

5 "...the Court has no affidavit that another beneficiary existed at the time the first
6 amendment was signed.

7 "...the Court has jurisdiction as a constructive trust because action on behalf of the
8 trust has been taken in Nevada."¹⁶

9 Additionally, the Court ordered that: (1) the Original Petition be granted without
10 prejudice;¹⁷ (2) the court would not assume jurisdiction over Mr. Lehnardt, as Distribution Trust
11 Advisor, "until a more definite statement is made";¹⁸ (3) Dunham be confirmed as Directed
12 Trustee;¹⁹ (4) that Christopher is required to disclose "all information in his possession, custody,
13 or control, as Investment Trust Advisor, and in his role as Manager of FHT Holdings, LLC";²⁰ (5)
14 that Christopher's Motion To Dismiss is denied;²¹ and (6) and that the Court "retain[ed]"
15 jurisdiction and all matters will be heard by the probate judge."²²

16 On July 14, 2015, Christopher filed and noticed his Petition For Reconsideration, which
17 was scheduled to be heard before this Court on August 19, 2015. Notwithstanding the fact that
18 this Court already addressed each of Christopher's arguments set forth in his Motion To Dismiss,
19 Christopher asserted that this Court improperly assumed jurisdiction over the Trust because: (1)

20
21 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.

22 ¹⁶ See, Order, at p. 2:13-19.

23 ¹⁷ *Id.*, at p. 2:21-24.

24 ¹⁸ *Id.*, at p. 2:25-28.

25 ¹⁹ *Id.*, at p. 3: 1-2.

26 ²⁰ *Id.*, at p. 3: 3-6.

27 ²¹ *Id.*, at p. 3: 7-8.

28 ²² *Id.*, at p. 3:9-10.

1 lack of subject matter jurisdiction due to the absence of conditions precedent to the change of the
2 Trust's situs from Alaska to Nevada as provided for in the First Amendment;²³ (2) the failure to
3 add indispensable parties;²⁴ and (3) the failure to provide notice and/or service to requisite
4 parties.²⁵ The Petition For Reconsideration was nothing more than a regurgitation of the
5 misrepresented facts presented in Christopher's prior pleadings and his oral argument before the
6 Court on April 22, 2015.

7 In addition to his recapitulation misrepresented facts, Christopher's Petition For
8 Reconsideration also boldly misstates that Alaska did not receive an opinion of counsel with
9 respect to transferring the situs of the Trust from Alaska to Nevada. As set forth below, Mr.
10 Lehnardt, as Trust Protector, retained the services of Dennis Brislawn, Esq. ("Mr. Brislawn") in
11 2014, to provide support with the transition of the Trust from Alaska to Nevada. Mr. Brislawn
12 communicated with Mr. Lehnardt, Dunham Trust, and Alaska USA, **and provided an opinion of**
13 **counsel** regarding the transfer of the Trust's situs to Nevada. Indeed, as set forth in Mr.
14 Lehnardt's billing records, Christopher was integrally involved with the transfer of situs and met
15 with or conferred with Mr. Lehnardt to discuss the same. Each and every allegation made by
16 Christopher and Mr. Barney in Christopher's Motion To Dismiss and his Petition For
17 Reconsideration regarding the "invalidity" of the transfer of situs are false, and they have
18 continued to perpetuate these material misrepresentations to this Court in an effort to avoid
19 providing the required information to Ms. Davis pursuant to the June 24, 2015 Order.

20 Ms. Davis filed her Objection And Counterpetition For Sanctions on July 31, 2015,²⁶
21 wherein Ms. Davis argued, among other things, that the Petition For Reconsideration is
22

23 ²³ See, Petition For Reconsideration, at p. 6:19-20.

24 ²⁴ *Id.*, at p. 15:17-18, p. 21:10-11, and p. 23:6-7.

25 ²⁵ *Id.*, at p. 15:17-18, and p. 19:11-12.

26 ²⁶ See, Objection To Petition For Reconsideration Of The Order Dated May 19, 2015 Re: Petition To Assume
27 Jurisdiction Over The Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, As Amended On February 24,
28 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").

1 procedurally improper as it does not present new evidence or facts, does not identify a change in
2 controlling law, and does not identify any clear error made by this Court.²⁷ Additionally, Ms.
3 Davis presented evidence that Christopher and/or his counsel has continued to make material
4 misrepresentations to this Court.

5 Specifically, Ms. Davis provided evidence that Christopher's wife, Tarja, is not a
6 "spouse" under the terms of the Trust since she and Christopher have not been married for ten
7 (10) continuous years as required by Article Fourteen, Section 1(j) of the Trust.²⁸ As such, Tarja
8 is not a "beneficiary then eligible to receive mandatory or discretionary distributions" pursuant to
9 Article 8, Section 3(d), and, therefore, her consent is not required to transfer situs under Article
10 Fourteen, Section 6.²⁹

11 Second, and notwithstanding Christopher and Mr. Barney's representation to the contrary,
12 Ms. Davis provided evidence that Alaska USA was the then-serving Trustee of the Trust when the
13 First Amendment was executed, and that Alaska USA did consent to the transfer of situs from
14 Alaska to Nevada pursuant to Article Fourteen, Section 6 of the Trust.³⁰ Lastly, and in
15 contradiction to Christopher and Mr. Barney's false representation to this Court, Ms. Davis
16 presented evidence that Alaska USA did receive advice of counsel pursuant to Article Fourteen,
17 Section 6 of the Trust³¹ prior to transferring the Trust's situs.

18 On July 30, 2015, Christopher also filed a Notice Of Appeal and Case Appeal Statement,³²
19 appealing the Court's June 24, 2015 Order pursuant to NRS 155.190(h) to the Nevada Supreme
20 Court. Although Mr. Barney may argue that this Court does not have the authority to entertain
21

22
23 ²⁷ *Id.*, at § II(A).

24 ²⁸ *Id.*, at § II(B).

25 ²⁹ *Id.*

26 ³⁰ *Id.*, at § II(C).

27 ³¹ *Id.*, at § II(D).

28 ³² *See*, Notice Of Appeal and Case Appeal Statement, previously filed with this Court on July 30, 2015.

1 arguments related to the Petition For Reconsideration, this Court does have the authority to
2 entertain collateral or independent matters involved in the same case or controversy. Ms. Davis'
3 Motion To Amend Or Modify Order Pursuant to NRCP 60(b)(3) is a collateral matter, involving
4 the same facts and circumstances, that this Court may entertain.³³

5 III. LEGAL ARGUMENT

6 NRCP 60(b), in relevant part, provides that “[o]n motion and upon such terms as are just,
7 the court may relieve a party...from a final judgment, order, or proceeding for the following
8 reasons...(3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation or
9 other misconduct of an adverse party.” Further, pursuant to Foster v. Dingwall, 228 P.3d 453,
10 455 (Nev. 2010), “a party seeking to alter, vacate, or otherwise change or modify an order or
11 judgment challenged on appeal should file a motion for relief from the order of judgment in the
12 district Court.”

13 As such, and for the reasons set forth herein, Ms. Davis hereby requests that this Court: (1)
14 amend or modify its Order assuming jurisdiction over the trust under the theory of “constructive
15 trust”; (2) assume jurisdiction over the trust in its entirety as a proceeding *in rem* pursuant to NRS
16 164.010; and (3) make a specific finding that the transfer of the Trust’s situs Alaska to Nevada
17 was consistent with the terms of the Trust. Additionally, if this Court is inclined to amend or
18 modify its Order, Ms. Davis further requests that this Court certify its intent to grant the relief so
19 that this matter may be remanded back “to the district court for entry of an order granting the
20 requested relief.” *Id.* Such certification would render the issues currently raised on appeal moot.

21 A. Christopher Fraudulently Misrepresented That Tarja’s Consent To 22 The First Amendment And The Change In Situs Was Required.

23 In his Petition For Reconsideration, Christopher’s contends that “all the facts and evidence
24 prove the change of situs (a condition precedent) was invalid and not permitted under the terms of
25 the [Trust]”³⁴ is without merit. Christopher relies heavily on the fact that his current wife, Tarja,

26
27 ³³ See, Foster v. Dingwall, 228 P.3d 453 (Nev. 2010).

28 ³⁴ See, Petition For Reconsideration, at p. 7:6-8.

1 did not consent to the transfer in situs.³⁵ Christopher, however, knew that Tarja's consent to the
2 change in situs was **not required** to effectuate the same. Indeed, Christopher and his counsel
3 Anthony L. Barney, Esq. ("Mr. Barney") and Harriet H. Roland, Esq. ("Ms. Roland") each have a
4 copy of the trust, and are familiar with the terms and provision thereof, including (1) the provision
5 defining "spouse";³⁶ (2) the provision related to distributions to a "spouse";³⁷ and (3) the
6 provision related to the transfer of situs and the requirements therefor.³⁸

7 Specifically, Article Fourteen, Section 6 of the Trust provides, in relevant part, as follows:

8 "Except as expressly provided herein, the situs of this agreement or any subtrust
9 established hereunder may be changed by the **unanimous consent of all**
10 **beneficiaries *then eligible to receive mandatory or discretionary distributions***
11 of net income under this agreement or such subtrust, with the consent of any then-
12 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

13 While Article 8, Section 3(d) permits a trustee to "make distributions from the trust share
14 of a Primary Beneficiary to or for the health, education, maintenance and support of the **spouse** of
15 the Primary Beneficiary,"⁴⁰ such person **must** first qualify as a "spouse" pursuant to the express
16 terms of the Trust.

17 Article Fourteen of the Trust, entitled "Definitions and General Provisions", provides that
18 "[f]or purposes of this agreement, the following words and phrases **shall** be defined as follows:"⁴¹
19 Section 1(j), defines "Spouses":

20 "An individual is a 'spouse' if such individual is the then current spouse of a child
21 of mine on the signing date of this trust. If an individual enters into a valid

22 ³⁵ *Id.*, at p.8:17-21.

23 ³⁶ *See*, Original Petition, at Ex. 1, Art. 14, §1(j).

24 ³⁷ *Id.*, at Ex. 1, Art 8, §3(d).

25 ³⁸ *Id.*, at Ex. 1, Art 14, §6.

26 ³⁹ *Id.*, at Ex. 1, Art. 14, § 6. (Emphasis added).

27 ⁴⁰ *Id.*, at Ex. 1, Art. 8, §3(d). (Emphasis added).

28 ⁴¹ *Id.*, at Ex. 1, Art 14, § 1.

1 marital union, as defined in paragraph a. of this section, with a child of mine or a
2 beneficiary of mine **following the signing of this trust, then such individual**
3 **may qualify as a 'spouse' if that if the (sic) marital union exists continuously**
4 **for a period of ten years**, and that individual is not legally separated from the
5 person under a decree of divorce or separate maintenance."⁴²

6 According to the Declaration Of Tarja Davis, a true and correct copy of which is attached
7 hereto as **Exhibit 1**, Christopher and Tarja did not get married until February 22, 2012. As
8 Christopher and Tarja were only married for a little over two (2) years at the time the situs was
9 transferred, February 24, 2014, Tarja **did not** meet the ten (10) year criteria as set forth in the
10 Trust and, therefore, **did not qualify as a "spouse"** thereunder. Indeed, pursuant to the terms of
11 the Trust, Tarja still does not qualify as a "spouse". Consequently, and despite Christopher's
12 intentional misrepresentation of the facts, Tarja is not, and was not, a "beneficiary then eligible to
13 receive mandatory or discretionary distributions"⁴³ and her consent was not required to transfer
14 the situs from Alaska to Nevada. As such, Christopher's contention that Tarja's consent was
15 necessary is meritless.

16 **B. Christopher Fraudulently Misrepresented that Alaska USA Was Not**
17 **The Then-Acting Trustee At The Point In Time In Which The Trust's**
18 **Situs Was Changed And Did Not Consent To Such Transfer Of Situs.**

19 Replete throughout Christopher's pleadings before this Court, and from Christopher's
20 counsel's oral arguments at the April 22, 2015 Hearing, Christopher has continued to materially
21 misrepresent the facts related to the validity of the transfer of situs from Alaska to Nevada.
22 Indeed, Christopher has continued to falsely represent to this Court that "there was no acting
23 Trustee to provide informed consent to the change in situs."⁴⁴ Christopher fabricated this
24 contention because Alaska USA tendered its resignation as of December 5, 2013, and the First
25 Amendment effectuating the change in situs was executed on February 24, 2014. As
26 Christopher's counsel, Mr. Barney and Ms. Roland are clearly aware, simply submitting a

26 ⁴² *Id.*, at Ex. 1, Art 14, §1(j). (Emphasis added).

27 ⁴³ *Id.*, at Ex. 1, Art. 14, § 6.

28 ⁴⁴ *See*, Petition For Reconsideration, at p. 8:13-14.

1 resignation of trusteeship does not, in and of itself, obviate a trustee of its duties to act, nor does it
2 automatically remove the trustee from its role as such.⁴⁵ Indeed, pursuant to the Declaration Of
3 Janet K. Tempel, Senior Trust Officer at Alaska USA, because “[a] successor trustee was not
4 designated on or before December 5, 2013, [] Alaska USA retained the duties of trustee and
5 powers necessary to protect the trust property pursuant to Alaska law...Pursuant to the
6 [Resignation, Release, Acknowledgement, Consent And Indemnification Agreement], Alaska
7 USA effectively resigned as Trustee of the Trust on February 24, 2014, as Dunham Trust
8 Company was contemporaneously appointed as successor Trustee.”⁴⁶

9 Moreover, pursuant to the recitals set forth in the Resignation, Release,
10 Acknowledgement, Consent And Indemnification Agreement (the “Release”), which was signed
11 by Christopher, Alaska USA was still serving as Trustee of the Trust on February 24, 2014, the
12 date the First Amendment was executed. Specifically, the pertinent recital of the Release
13 provides as follows: “WHEREAS, AUTC⁴⁷ is the currently serving trustee of the Trust...”⁴⁸
14 NRS 47.240, entitled “Conclusive presumptions” provides that “[t]he truth of the fact recited,
15 from the recital in a written instrument between the parties thereto...” is presumed
16 conclusive. Therefore, contrary to Christopher’s misplaced assertion, there was an acting Trustee
17 (i.e. Alaska USA) acting on behalf of the Trust to transfer the situs from Alaska to Nevada on
18 February 24, 2014.

22 ⁴⁵ Alaska has codified such principle in Alaska Statutes, Section 13.36.077(1), which provides that “unless a
23 co-trustee remains or the court otherwise orders, and until the trust property is delivered to a successor trustee or
24 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.”

25 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).

26 ⁴⁷ See, Resignation, Release, Acknowledgement, Consent And Indemnification Agreement, a true and correct
27 copy of which is attached hereto as **Exhibit 3** (defining Alaska USA Trust Company of Anchorage, Alaska as
“AUTC”).

28 ⁴⁸ *Id.* (Emphasis added).

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.

1 represents to this Court that “[a]ny amendment to change the situs of the [Trust] would require the
2 opinion of legal counsel as to its effect...[and that] [t]here is simply no evidence to suggest that
3 such an opinion was obtained...”⁵². **Such representation is patently false.** Indeed, Alaska USA
4 received a legal opinion from Mr. Brislawn regarding the transfer of the Trust’s situs from Alaska
5 to Nevada.⁵³ Specifically, Mr. Brislawn was retained by Mr. Lehnardt, as Trust Protector, “to
6 provide limited support in changing trust situs from Alaska (where [he] is also licensed to
7 practice) to Nevada.”⁵⁴ In so doing, Mr. Brislawn “communicated with **both trust companies**
8 (referring to Dunham and Alaska USA) in documenting the transfer...[and] **provided an opinion**
9 **of counsel** with documentation supporting trust protector action.”⁵⁵

10 Christopher’s contention that Alaska USA did not obtain advice of counsel is a gross
11 misrepresentation of the facts to this Court. A review of several of Mr. Lehnardt’s billing
12 invoices indicates that Christopher was deeply aware of the facts and circumstances regarding the
13 transfer of the Trust’s situs and Mr. Brislawn’s involvement:

- 14 (a) 12/23/2013 – Emails from and to D Brislawn regarding change of trustee
15 and capital and surplus issue, **telephone call to C Davis regarding the**
16 **same**;⁵⁶
- 17 (b) 01/07/2014 – telephone call to D Brislawn (msg) regarding AK Trust
18 modification, **Telephone call from C Davis regarding trustee change**
19 **and multiple related items, discussion of Dunham trust and**
20 **modification**;⁵⁷
- 21 (c) 01/15/2014 – **Telephone calls from C Davis regarding transfer of**
22 **trustee...email to D Brislawn regarding same**;⁵⁸

23 ⁵² See, Petition For Reconsideration, at p. 14:25-15:1; 15:3-4.

24 ⁵³ See, Email communication from Dennis Brislawn, Esq. to Joshua M. Hood, Esq., dated August 22, 2014, a
25 true and correct copy of which is attached hereto as **Exhibit 4**.

26 ⁵⁴ *Id.*

27 ⁵⁵ *Id.* (Emphasis added).

28 ⁵⁶ See, Lehnardt & Lehnardt, LLC invoices, true and correct copies of which are attached hereto as **Exhibit 5**.

⁵⁷ *Id.*

⁵⁸ *Id.*

- (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) 02/04/2014 – Telephone call from 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.*

1 the beneficiaries then eligible to receive distributions from the Trust, namely: (1) Ms. Davis; (2)
2 Christopher; and (3) Winfield, provided their consent. Moreover, Ms. Davis, Christopher, and
3 Winfield each executed the Release, which contain a provision entitled "Consent to Change Of
4 Situs and Amendment of Trust". Said provision, in relevant part, provides that "[t]he
5 Beneficiaries hereby unanimously consent to changing the situs of the Trust from Alaska to
6 Nevada..."⁶³

7 Article Fourteen, Section 6, in relevant part, further requires that the Trustee provide its
8 consent to the transfer of situs, "which shall be given only after the Trustee has obtained advice of
9 counsel..." As fully set forth above, Alaska USA was the "then-acting" trustee, and provided its
10 express consent to the transfer of situs after receiving the advice of Dennis Brislawn, Esq.

11 In conclusion, Christopher's blatant and fraudulent misrepresentations of fact regarding
12 the validity of the First Amendment and the transfer of the Trust's situs caused this Court to
13 mistakenly assume jurisdiction over the Trust under the theory of "constructive trust". But for
14 Christopher's intentional misrepresentations, this Court would have properly assumed jurisdiction
15 over the Trust in its entirety as a proceeding *in rem* pursuant to NRS 164.010. Therefore, Ms.
16 Davis respectfully requests that this Court enter an Order amending or modifying the June 24,
17 2014 Order and assume jurisdiction over the Trust as a proceeding *in rem*. Ms. Davis further
18 requests that, if this Court is inclined to grant such relief, this Court certify its intent to grant the
19 relief so that this matter may be remanded back "to the district court for entry of an order granting
20 the requested relief" pursuant to Nevada Supreme Court case Foster v. Dingwall, 228 P.3d 453,
21 455 (Nev. 2010).

22 **WHEREFORE**, Caroline Davis respectfully request that:

23 (1) This Court Order amending or modifying the June 24, 2014 Order and assume
24 jurisdiction over the Trust as a proceeding *in rem*; and

25 ///

26 ///

27 _____

28 ⁶³ See, Ex. 3, at ¶ 1. (Emphasis added).

1 (2) if this Court is inclined to grant such relief, that this Court certify its intent to grant
2 the relief so that this matter may be remanded back "to the district court for entry of an order
3 granting the requested relief" pursuant to Nevada Supreme Court case Foster v. Dingwall.

4 Dated this 6th day of August, 2015.

5 SOLOMON DWIGGINS & FREER, LTD



6
7 Mark A. Solomon, Esq. (Bar No. 418)
8 Joshua M. Hood, Esq. (Bar No. 12777)
9 9060 Cheyenne Avenue
10 Las Vegas, Nevada
11 Telephone: (702) 853-5483
12 Facsimile: (702) 853-5485
13 *Attorneys for Caroline D. Davis*

Exhibit 1

Exhibit 1

1 MR. BARNEY: Taria [phonetic] is the wife of
2 Christopher Davis.

3 THE COURT: Okay.

4 MR. SOLOMON: Not at the time of this.

5 THE COURT: Okay. All right.

6 MR. BARNEY: Yes. And, in fact, it's clear that
7 they understood she was a beneficiary because in their
8 Opposition to our Motion to Dismiss, they actually notice -
9 - they took to notice her, okay, but they hadn't previously
10 done so. Okay. It's clear that she did not consent to
11 this.

12 There also wasn't an acting Alaska Trustee at that
13 point to consent to the transfer. Mr. Solomon presented
14 evidence that was very clear that on December 5th that
15 Alaska Trust USA tendered their resignation and was no
16 longer the Trustee at that point. Then, allegedly, in
17 February, the first amendment was produced wherein the
18 change in situs occurred, allegedly, and a new Trustee was
19 appointed in that same document.

20 Now, Your Honor, that begs the question: How
21 could a Nevada Trustee based in Nevada who could only
22 operate within that situs be the Trustee that referred to
23 in the trust but had to receive counsel before they made
24 the change in situs that would also make the amendment
25 operative as a condition precedent and then go ahead and

Exhibit 2

Exhibit 2

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LAS VEGAS, NEVADA 89129
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7 *Attorneys for Caroline Davis, Petitioner*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 In the Matter of:

Case No.: P-15-083867-T
Dept: Probate (26)

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

Hearing Date:
Hearing Time:

13 **DECLARATION OF JANET K. TEMPEL, SENIOR TRUST OFFICER**

14 I, JANET K. TEMPEL, Senior Trust Officer, declare as follows:

15 1. I am a Senior Trust officer at ATC Trust Company, formerly known as Alaska
16 USA Trust Company ("Alaska USA").

17 2. I have actual knowledge as to the matters stated herein, except for those matters
18 stated on information and belief, and as to those matter, I believe them to be true.

19 3. On October 30, 2013, I executed a Resignation of Trustee (the "Resignation"),
20 tendering Alaska USA's resignation as Trustee of the Beatrice B. Davis Family Heritage Trust,
21 dated July 28, 2000, as amended (the "Trust").

22 4. The Resignation states that the "resignation as trustee of the Trust [was] effective
23 as of December 5, 2013 or upon the acceptance of trusteeship by a successor trustee, whichever
24 occurs earlier."

25 5. A successor trustee was not designated on or before December 5, 2013, and
26 therefore, Alaska USA retained the duties of trustee and powers necessary to protect the trust
27 property pursuant to Alaska law.
28

1 6. On February 24, 2014, I executed the Resignation, Release, Acknowledgement,
2 Consent And Indemnification Agreement (the "Agreement") in my capacity as Senior Trust
3 Officer for Alaska USA, as Trustee of the Trust.

4 7. Pursuant to the Agreement, Alaska USA effectively resigned as Trustee of the
5 Trust on February 24, 2014, as Dunham Trust Company was contemporaneously appointed as
6 successor Trustee.

7 Dated: 7/31/2015

JANET K. TEMPEL, Senior Trust Officer
ATC Trust Company (formerly known as Alaska
USA Trust Company)

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SOLOMON
DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

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 H. 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:

I. 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 INTENTIONALLY BLANK]

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

ALASKA USA TRUST COMPANY

By: [Signature]
Name: Janet K. Tempel
Title: Senior Trust Officer

DUNHAM TRUST COMPANY

By: [Signature]
Name: Thomas Corradini
Title: Trust Officer

MANDATORY AND DISCRETIONARY
BENEFICIARIES

[Signature]
Christopher D. Davis

Caroline D. Davis

Winfield B. Davis

PROTECTOR of the
BEATRICE B. DAVIS FAMILY
HERITAGE TRUST, dated July 28, 2009

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

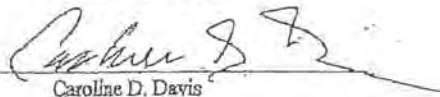
By: _____

Name: _____

Title: _____

MANDATORY AND DISCRETIONARY
BENEFICIARIES

Christopher D. Davis



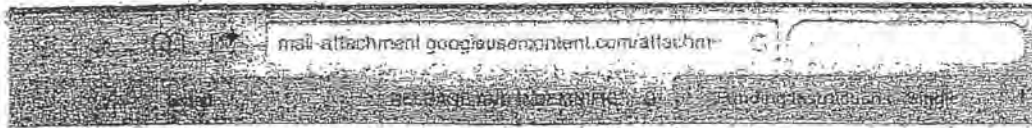
Caroline D. Davis

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

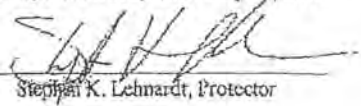
By: 
Stephen K. Lehnardt, Protector

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.

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 99519-5757

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 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
12/26/2013	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
	<hr/>
	\$1,877.50

Total New Charges
Wire Transfer Instructions
Commerce Bank
1000 Walnut, Kansas City, MO 64106-3686
Lehnardt & Lehnardt, LLC
Routing # 101000019
Account # 2788305

Lehhardt & Lehhardt, 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

Janet Tempel
Bee Davis Family Heritage Trust
c/o Alaska USA Trust Company
P.O. Box 196757
Anchorage, AK 99519-6757

24,309.03

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 Correse regarding transfer of trusteeship to Dunham trust and other matters	0.60	\$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 E 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	\$84.50
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
Wire Transfer Instructions:
Commerce Bank
1000 Walnut, Kansas City, MO 64106-3686
Lehnardt & Lehnardt, LLC
Routing # 101000019
Account # 2768305

\$4,960.00

Lehnardt & Lehnardt, LLC
 20 Westwood's 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
2/08/2014	SKL	Telephone call to Kathy (D Brislaw's office) msg; Telephone call from Kathy regarding same, schedule telephone call to conf with D Brislaw	0.40	\$126.00
2/04/2014	SKL	Telephone call from C Davis regarding trustee change; telephone call to D Brislaw regarding same, review documents, telephone call to C Davis regarding same; telephone call to D Brislaw regarding additional items required for documents	1.10	\$346.60
2/07/2014	SKL	Telephone call from D Brislaw regarding amendment draft questions	0.30	\$94.50
2/10/2014	SKL	Email from D Brislaw regarding trust amendment drafts, review same and edit	2.00	\$630.00
2/12/2014	SKL	Continue editing FHT documents, email to D Brislaw 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 Brislaw with changes	3.50	\$1,102.50
2/14/2014	SKL	Email to and from D Brislaw 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 Brislaw 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	0.20	\$139.00
2/20/2014	SKL	Email from S Corresel regarding trust committee approval of FHT transfer to Dunham Trust Company, email to S Corresel 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 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 Corresel 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	\$408.50
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	\$66.00
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	\$580.60
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	\$9.00
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:	\$8,525.50
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 18

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

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

**NOTICE OF PETITION AND PETITION TO STAY DISCOVERY
UNTIL THE AUGUST 19, 2015 HEARING ON
MOTION FOR RECONSIDERATION
OR IN THE ALTERNATIVE, PETITION FOR PROTECTIVE ORDER
FROM DISCOVERY BY SUBPOENA**

**NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO
THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE
THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN TEN
(10) DAYS OF YOUR RECEIPT OF THIS MOTION.**

**FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE
COURT WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION
MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE**

1 COURT WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING
2 DATE.

3 *TO: Caroline Davis, through her attorneys Mark Solomon, Esq. and Joshua*
4 *Hood Esq. of Solomon Dwiggin & Freer, Ltd.*

5 *TO: Dunham Trust Company, through its attorney Charlene Renwick, Esq.,*
6 *of the law firm of Lee, Hernandez, Landrum & Garofalo, Attorneys at Law*


7 *TO: Stephen Lehnardt, through his attorney Jonathan Barlow, of Clear*
8 *Counsel Law Group*

9 PLEASE TAKE NOTICE that the undersigned will bring the foregoing motion on for
10 hearing before the Honorable Judge Sturman in Dept. 26 of the Eighth Judicial
11 District Court, located at 200 Lewis Avenue, Las Vegas, NV 89155, on the ____ day of
12 _____, 2015, at _____ o'clock of said day, or as soon thereafter as counsel
13 may be heard.

14 Christopher D. Davis, by and through his attorneys HARRIET H. ROLAND,
15 Esq., of the ROLAND LAW FIRM and ANTHONY L. BARNEY, Esq., of the law office
16 of ANTHONY L. BARNEY, LTD, hereby present their petition requesting this Court
17 to stay Discovery until the August 19, 2015 Hearing on Motion for Reconsideration
18 or in the alternative, to enter its protective order from the discovery by subpoena
19 made upon the ROLAND LAW FIRM by subpoena duces tecum issued by Caroline
20 Davis, which far exceeds the Court's order for production of documents by
21 Christopher Davis in the case. This pleading is based on the Memorandum of Points
22 and Authorities attached hereto, any exhibits attached hereto, and any oral argument
23 that will be heard in this matter.

24 DATED this 13th day of August, 2015.

25 Respectfully Submitted:
26 ROLAND LAW FIRM

27 
28 HARRIET H. ROLAND
Nevada Bar No.: 5471

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. FACTS PRESENTED

3 Christopher D. Davis ("Christopher") hereby incorporates the facts presented
4 in his Motion to Dismiss Pursuant to NRCP 12(b) and NRCP 19 filed on March 4,
5 2015, his Reply to Opposition filed April 20, 2015, and his Petition for Reconsideration
6 of the Order dated May 19, 2015, as if set forth fully herein. He further alleges:

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

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

13 A hearing on the matter was held April 22, 2015. In its Order signed May 19,
14 2015 and entered June 24, 2015, this Court found that "the Court has jurisdiction as
15 a constructive trust because action on behalf of the trust has been taken in Nevada."
16 Based on this finding that jurisdiction was proper, this Court assumed Jurisdiction
17 over Christopher D. Davis and granted immediate disclosure of "all information in
18 his possession, custody and control in his role as Investment Trust Advisor and or his
19 role as manager of FHT Holdings."

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

On July 14, 2015, Christopher Davis filed and noticed his Motion for Reconsideration, which comes on for hearing on August 19, 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.

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.

1 C. Caroline is using her subpoena power as an end run around this Court's June
2 24, 2015 Order for production of documents and well outside its scope, and
3 outside the scope of permitted discovery.

4 Caroline is attempting to circumvent this Court's order of production of
5 documents and gain access to Christopher's attorneys' files, all of which were
6 provided by Christopher to the attorneys with the expectation of attorney/client
7 privilege and in anticipation of litigation. Caroline has not caused a subpoena to be
8 issued to Christopher personally, nor arranged to take his deposition. In good faith,
9 Christopher has provided the correspondence and documentation regarding the
10 Family Heritage Trust since the purported amendment was instituted on February
11 24, 2014. This Court did not order the production of documents concerning any of his
12 private activities prior to the time he was purportedly appointed Investment Advisor
13 to the trust.

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

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

28 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 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 has not stated a cause of action or requested any remedy; her 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

1 DISCLOSURE OF DOCUMENTS AND INFORMATION FROM
2 CHRISTOPHER D. DAVIS.

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

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

12 Caroline recounts that on May 9, 2011, the Trust became the owner and
13 beneficiary of an Ashley Cooper Life Insurance Policy (Policy Number ACLI 1105-
14 8007 PC; the "Policy"), with a face value of \$35,000,000 and Cheryl Davis
15 (Christopher's ex-wife) as the insured. (Petition ¶¶ 15-17.) Section 10 of the Policy
16 permits the owner (the Trust) to obtain loans from the Policy. (¶ 18.) The original
17 Trustee, Alaska Trust Company, and its successor, Alaska USA Trust Company (¶¶
18 19-20) borrowed funds from the Policy, paid administrative expenses of the trust and
19 also made loans from the borrowed funds.

20 At ¶ 24 of the Petition, it is alleged that the Trust distributed a total of
21 \$1,300,689.00 in Policy loans to a separate trust created by Beatrice B. Davis on April
22 4, 1990 (the Beatrice B. Davis Revocable Living Trust), Davis Family Office LLC
23 ("DFO") and Christopher D. Davis, individually, all of which loans and distributions
24 were allegedly made "at Christopher's insistence or direction in either his individual
25 capacity, his capacity as the sole acting Trustee of the Revocable Living Trust, and
26 his capacity as the sole manager of DFO. Caroline's basis for seeking the production
27 of the documents as per the subpoena is set forth in the following two paragraphs of
28 the Petition:

1 25. As Caroline is a current beneficiary of the Trust and the loans are
2 current assets held within the Trust, Caroline is entitled to complete
3 documentation and information related to the Policy loans, including
4 but not limited to, the identity of any entity, trust or individual who has
5 received and/or benefitted from such loans, the purpose of such loans,
6 the circumstances surrounding the distribution and use of such loans,
7 the repayment of such loans (if any), the collateral for such loans,
8 executed promissory notes, etc.

9 26. Further, the Trust is the one-hundred percent (100%) owner of FHT
10 Holdings, LLC, a Nevada limited liability company ("FHT Holdings"), of
11 which Christopher serves as the sole Manager. As FHT Holdings is an
12 asset of the Trust, Caroline is entitled to information related to the
13 assets held by FHT Holdings, including but not limited to the principal,
14 income, and liabilities of the LLC.
15 (Footnotes omitted.)

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

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

24

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

28 (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;*

. . . .

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

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

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

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

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

18 (b) A trustee is not required to provide an account more than once in any
19 calendar year unless ordered by a court to do so upon good cause shown;
20 . . .

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

23 (Emphasis added.)

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

27 1. To the extent that the trust instrument does not provide otherwise,
28 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:

1 (a) Except as otherwise limited by paragraph (b), the trustee shall
2 deliver an account, upon demand pursuant to NRS 165.141, to each
3 current beneficiary, and to each remainder beneficiary of the trust. A
4 trustee is not required to provide an account to a remote beneficiary
pursuant to this section.

5 (b) Notwithstanding paragraph (a), a trustee may satisfy the duty to
6 account in accordance with subparagraphs (1) to (6), inclusive, where
applicable:

7 . . .
8 (4) *The trustee is not required to provide an account of any portion of*
9 *the trust estate to a beneficiary that does not affect the beneficiary's*
10 *interest in the trust, and the trustee may redact the account as to such*
11 *portions that do not affect the beneficiary's interest. (Emphasis added.)*

12 Therefore, even without considering whether the Petitioner's request for
13 documents and records under her subpoena satisfies the N.R.C.P. Rule 26(b)(1)
14 requirement of relevancy to the pending action, there are two obstacles standing in
15 her way: (1) Christopher D. Davis is not the Trustee of the Family Heritage Trust
16 and therefore is not the proper party to be served with a subpoena seeking trust-
17 related documents and records, and (2) even in the absence of the first obstacle,
18 Caroline, as a beneficiary, has the burden of showing that her request for each item
19 is justified as affecting her beneficial interest. Caroline makes no attempt in the
20 Items to be Produced (attached to the subpoena) to explain, even in a general way,
21 how the requests or groups of requests relate to the protection of her beneficial
interest in the Trust.

22 Instead, her requests blanket full groups of records possessed by Christopher
23 D. Davis: all of his records in his possession, custody or control concerning the Family
24 Heritage Trust (§ 1), the Beatrice B. Davis Revocable Living Trust (§ 2), Davis Family
25 Office, (§ 4), and FHT Holdings, LLC (§ 5). These are not documents that would
26 reflect Christopher's investment decisions as to Trust assets in his purported capacity
27 as Investment Trust Advisor, even if he did have any control over them, or documents
28

1 that could, arguably, have a bearing on the value of the Petitioner's beneficial
2 interest. Notably, it includes documents over which Caroline has control also, in her
3 capacities as Co-Trustee and beneficiary.

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

18 Even if Caroline clears the foregoing obstacles, she must still face the statutory
19 requirements of NRCP Rule 26 (b)(1) that the materials she seeks under the subpoena
20 are "relevant to the subject matter involved in the pending action."

21 First, it is obvious that the documents and records sought by Caroline have no
22 bearing on the question that is presently before this Court in the immediate
23 proceeding: whether this Court was correct in concluding in its Order of May 19, 2015
24 that it has jurisdiction in this matter "as a constructive trust because action on behalf
25 of the trust has been taken in Nevada." No item in the subpoena relates to the
26 jurisdictional or constructive trust issue. Instead, as described above, Caroline,
27 without any degree of specificity, seeks the production of any document or record in
28

1 the possession of Christopher D. Davis that has any connection, regardless of how
2 tangential, to the (1) Family Heritage Trust or to entities owned by the Trust (Items
3 to be Produced ¶¶ 1 and 6); to the Beatrice B. Davis Revocable Living Trust and
4 entities owned by it (¶¶ 2 and 7); to Davis Family Office, LLC (¶ 4); to FHT Holdings,
5 LLC (¶ 5). Caroline seeks any record possessed by Christopher D. Davis related to
6 any entity owned or managed by Christopher Davis concerning any business or
7 financial relationship between the entity and the Family Heritage Trust or the
8 Beatrice B. Davis Revocable Living Trust (¶ 8) and all records possessed by Mr. Davis
9 related to the loans obtained from the Ashley Cooper Life Insurance Policy (¶ 9). If
10 these requested groups of items are to be established as "relevant to the . . . pending
11 action," the nature of the pending action must be determined. As summarized above,
12 at ¶ 24 of the Petition to Assume Jurisdiction, Caroline alleges without foundation
13 that the disbursements made from the \$1,300,689.00 to the Revocable Living Trust,
14 Davis Family Office and to Christopher D. Davis individually were made
15 at Christopher's insistence or direction in either his individual capacity,
16 his capacity as the sole acting Trustee of the Revocable Living Trust,
17 and his capacity as the sole Manager of the DFO.

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

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

25 But Caroline cannot be implicitly alleging a breach of trust by Christopher since he
26 is not the Trustee of the Family Heritage Trust (the Trustee during the period of the
27 loans and distributions were Alaska Trust Company or Alaska USA Trust Company).
28 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

1 or claiming any breach of fiduciary duty on Alaska or Alaska USA's part.
2 Rather, Ms. Davis is simply requesting from Mr. Davis information
3 related to who received and/or benefited from the loans, the purpose of
4 the loans, the circumstances surrounding the distribution and use of the
5 loan proceeds, the repayment of such loans, the collateral, and any other
6 relevant information.

7 This admission confirms an important point: given that the items requested
8 under the subpoena do not relate to the Petitioner's request that this Court assume
9 jurisdiction over the Family Heritage Trust, Christopher D. Davis and Stephen K.
10 Lehnardt. The pending action here, for purposes of the subpoena, has only one object:
11 the acquisition from Christopher of the groups of documents and records listed on the
12 document attached to the subpoena, Items to be Produced. Therefore, it must be
13 concluded that this is essentially an action to enforce a subpoena without establishing
14 that the subpoena is relevant to a pending action other than the very proceeding of
15 acquiring the items listed on the subpoena. In other words the subpoena is strictly
16 *self-referential* and therefore cannot be regarded as relevant to a pending action since
17 the subpoena constitutes the action itself. This fatal defect in the subpoena does not
18 even take into consideration that, even if there were a pending action to which the
19 subpoena could be attached so as to establish relevancy under N.R.C.P. Rule 26 (b),
20 there is the additional defect that the descriptions of the records requested on the
21 subpoena fail, as summarized above in regard to the failure to relate the items
22 requested to the Petitioner's interest in the Family Heritage Trust, to provide any
23 focus as to the Petitioner's purpose in requesting the documents. To repeat a portion
24 of the excerpt set forth above from the Supreme Court of Nevada's opinion in
25 *Schlatter v. Eighth Jud. Dist. Ct. In and For Clark County*, the court found that
26 court's order enforcing the subpoena was overly broad in that it

27 permitted carte blanche discovery of all information contained in these
28 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 power 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 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

1 objective of delving into her brother's personal life and personal financial affairs for
2 her own purposes and without ever bringing an action against him.

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

18 F. Christopher in good faith has produced the documents required under the
19 June 24, 2015 Court Order. He should not be required to bear Caroline's
20 discovery costs.

21 While Caroline may characterize Christopher's and his attorneys' production
22 of documents as "only a few pieces of correspondence", the fact is that Christopher
23 has produced hundreds of pages of documents, both before the Court's order was
24 issued, and in compliance with the Court's order. In her opening Petition, she
25 produced approximately 280 pages of relevant exhibits. She now demands that
26 Christopher hunt down and produce many more documents which Caroline has
27 already obtained from Dunham Trust Company and/or other persons, possibly so that
28

1 she can complain when he doesn't produce something she thinks he should have in
2 his possession but doesn't. If any loans, disbursements, or distributions have been
3 authorized or made during Dunham Trust Company as purported Trustee, it is the
4 Trustee's responsibility, not Christopher's, to account for them.

5 **G. The subpoena issued to the Custodian of Records at Roland Law Firm demands**
6 **confidential client information which cannot be produced under NRPC 1.6.**

7 Rule 1.6. Confidentiality of Information.

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

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

20 SUMMARY AND CONCLUSION

21 Once again, at great cost and undue burden to Christopher, Caroline is simply
22 attempting to gain access to records that she could request from the parties that she
23 has always claimed are not indispensable, and to delve into Christopher's personal
24 affairs. Without ever having stated any claim for relief, or alleging any wrongdoing
25 whatsoever by Christopher or any trustee, and without contesting any of the
26 provisions of the trust, she demands an accounting from him as to the use of all the
27 loan proceeds which he or any person or entity received from the Alaska trustees,
28 before there was any action attempting to move the trust to Nevada and invest him

1 with fiduciary powers. She further demands all information regarding virtually all
2 activities of the Family Heritage Trust and the Beatrice B. Davis Revocable Trust
3 from its inception forward, even though she has the same power and authority to
4 obtain the information that Christopher has, and in fact she already appears to have
5 the relevant documentation.

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

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

- 15 1) That the Court stay all discovery until the hearing of the Petition for
16 Reconsideration to be held on August 19, 2015; OR
17 2) OR IN THE ALTERNATIVE this Court quash the subpoena issued on
18 June 8, 2015, in all respects; and
19 3) That it deny discovery based upon the subpoena; and
20 4) That it award Attorney's fees and costs in the amount of \$2,500 from
21 Caroline Davis; and

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

1 5) For any other relief this Court deems appropriate in the circumstances.
2 DATED this 13th day of August, 2015.

3
4 Respectfully Submitted,

5 ROLAND LAW FIRM

ANTHONY L. BARNEY, LTD.

6
7 HARRIET H. ROLAND, ESQ.

ANTHONY L. BARNEY, ESQ.

NV Bar No. 5471

Nevada Bar No. 8366

8 2470 E. St. Rose Pkwy, Ste. 105

3317 W. Charleston Blvd., Suite B

Henderson, NV 89074

Las Vegas, NV 89102

9 Telephone: (702) 452-1500

Telephone: (702) 438-7878

10 Facsimile: (702) 920-8903

Facsimile: (702) 259-1116

hroland@rolandlawfirm.com

www.anthonybarney.com

11 *Attorney for Christopher D. Davis*

Attorneys for Christopher D. Davis

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14 ///

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16 ///

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18
19 ///

CERTIFICATION OF HARRIET H. ROLAND, ESQ.
IN SUPPORT OF CHRISTOPHER DAVIS's MOTION FOR A PROTECTIVE
ORDER, AND FOR ATTORNEYS FEES AND COSTS

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, and from Anthony Barney, Ltd.

3. I attempted to resolve the dispute without court action before filing the present 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

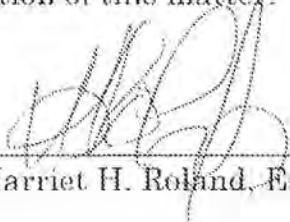
1 the court's order regarding production of documents.

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

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

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

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

16
17 
18 Harriet H. Roland, Esq.
19
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 13, 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

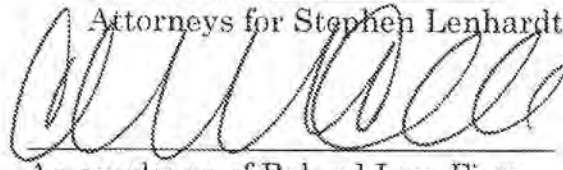

An employee of Roland Law Firm

Exhibit “A”

NOTC

Mark A. Solomon, Esq.
Nevada Bar No. 0418
E-mail: msolomon@sdfnlaw.com
Joshua M. Hood, Esq.
Nevada Bar No. 12777
E-mail: jhood@sdfnlaw.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
Dept.: Probate (26)

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

**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

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///

///

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



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

3 DATED this 8th day of June, 2015.

4 SOLOMON DWIGGIN & FREER, LTD.

5
6 By: 
7 MARK A. SOLOMON, ESQ.
8 Nevada Bar No. 0418
9 E-mail: msolomon@sdfnlaw.com
10 JOSHUA M. HOOD, ESQ.
11 Nevada Bar No. 12777
12 E-mail: jhood@sdfnlaw.com
13 Cheyenne West Professional Center
14 9060 West Cheyenne Avenue
15 Las Vegas, Nevada 89129
16 Telephone (702) 853-5483
17 Facsimile (702) 853-5485

18 Attorneys for CAROLINE DAVIS

19 **CERTIFICATE OF SERVICE**

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

25 Mail only:

26 Tarja Davis
27 3005 North Beverly Glen Circle
28 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

1 And did mail via US Mail and email Via the Court's electronic system, WizNet pursuant to Rule
2 9 of NEFCR at the email address noted to the following:

3 HARRIET ROLAND, ESQ.,
4 ROLAND LAW FIRM
5 2470 E. St. Rose Parkway, #105
6 Henderson, NV 89052
7 hroland@rolandlawfirm.com
8 Attorneys for Christopher D. Davis

9 ANTHONY L. BARNEY, ESQ.
10 ANTHONY L. BARNEY, LTD.
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14 Attorneys for Christopher D. Davis

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18 Las Vegas, Nevada 89128
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20 Attorneys for Dunham Trust

21 JONATHAN W. BARLOW, ESQ.
22 Clear Counsel Law Group
23 50 Stephanie Street, Suite 101
24 Henderson, Nevada 89012
25 jonathan@clearcounsel.com
26 Attorneys for Stephen Lenhardt

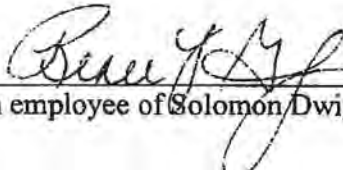
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An employee of Solomon Dwiggin & Freer, Ltd.

EXHIBIT 1

EXHIBIT 1

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

SOLOMON
DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS



1 CC03
2 Mark A. Solomon, Esq.
3 Nevada Bar No. 0418
4 E-mail: msolomon@sdfnlaw.com
5 Joshua M. Hood, Esq.
6 Nevada Bar No. 12777
7 E-mail: jhood@sdfnlaw.com
8 SOLOMON DWIGGINS & FREER, LTD.
9 9060 West Cheyenne Avenue
10 Las Vegas, Nevada 89129
11 Telephone: 702.853.5483
12 Facsimile: 702.853.5485
13 *Attorneys for Caroline Davis, Petitioner*

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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.SDFNLAW.COM

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS



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

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

6
7 Solomon Dwiggins & Freer, Ltd.
8 9060 West Cheyenne Avenue
9 Las Vegas, Nevada 89129
10 jhood@sdfnlaw.com

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

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

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

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

21 Dated this 8th day of June, 2015.

22 SOLOMON DWIGGINS & FREER, LTD.

23 By: 

24 Mark A. Solomon, ESQ. (Bar No. 0)418

25 E-mail: msolomon@sdfnlaw.com

26 JOSHUA M. HOOD, ESQ. (Bar No. 12777)

27 E-mail: jhood@sdfnlaw.com

28 9060 West Cheyenne Avenue

Las Vegas, Nevada 89129

Phone: (702) 853-5483

Facsimile: (702) 853-5485

Attorneys for Caroline Davis, Petitioner



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).

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SOLOMON
DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS



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

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.

9040 WEST CHEYENNE AVENUE
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SOLOMON
DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

Saf

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

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

Electronically Filed
Dec 02 2015 01:15 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

3
4 CHRISTOPHER D. DAVIS,

Case No.: 68542

6 Appellant,

7 vs.

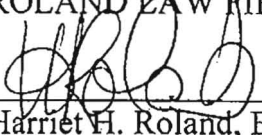
Eighth Judicial District Court
Case No.: P-15-083867-T (In re
the Beatrice B. Davis Family
Heritage Trust, dated July 28,
2000)

8
9 CAROLINE DAVIS,

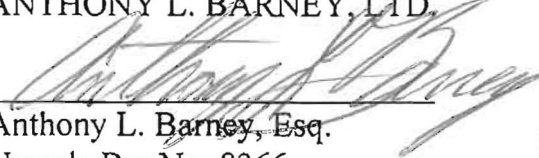
Respondent.

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11
12 **APPELLANT'S APPENDIX**
13 **VOLUME V**

14
15 Respectfully Submitted,
16 ROLAND LAW FIRM

17 
18 Harriet H. Roland, Esq.
Nevada Bar No. 5471
19 2470 E. St. Rose Pkwy, Ste. 105
20 Henderson, NV 89074
21 Telephone: (702) 452-1500
22 Facsimile: (702) 920-8903
hroland@rolandlawfirm.com
23 *Attorney for Christopher D. Davis*

Respectfully Submitted,
ANTHONY L. BARNEY, LTD.

17 
18 Anthony L. Barney, Esq.
Nevada Bar No. 8366
19 3317 W. Charleston Blvd., Suite B
20 Las Vegas, NV 89102
21 Telephone: (702) 438-7878
22 Facsimile: (702) 259-1116
office@anthonybarney.com
23 *Attorney for Christopher D. Davis*

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7			to Confirm Dunham Trust Company as Directed	
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13			Protective Order From Discovery by Subpoena	
14	VIII	28	Opposition to Caroline Davis' Motion to Compel	001239-
15			Harriet H. Roland, Esq. to Produce Documents	001285
16			Responsive to Subpoena Duces Tecum; Counter	
17			Motion to Quash	
18	VIII	29	Opposition to Christopher D. Davis' Motion for a	001286-
19			Protective Order and to Quash or Modify	001299
20			Subpoena	
21	VIII	30	Motion to Strike Christopher D Davis' Arguments	001300-
22			and Requests for Relief in his Reply to Caroline D	001306
23			Davis' Objection to Petition for Reconsideration in	
24			Excess of Thirty (30) Pages as the Reply Violates	
25			EDCR 2.20	
26	VIII	31	Christopher D. Davis' Reply to Caroline Davis'	001307-
27			Opposition to His Motion for a Protective Order	001313
28			and to Quash or Modify Subpoena	
	VIII	32	Supplement to Objection to Petition for	001314-
			Reconsideration of the Order Dated May 19 2015	001321
			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	

1			Information from Christopher D. Davis and Counter Petition for Sanctions	
2				
3	VIII	33	Addendum to and Withdrawal of Certain Statements Referenced in the: (1)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; (2)Amendment and Supplement to Counterpetition for Sanctions; and (3)Motion to Amend or Modify Order Pursuant to NRCP 60(b)(3)	001322-001357
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14	VIII	34	Notice of Non-Appearance of Christopher D. Davis	001358-001363
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16	VIII	35	Notice of Partial Withdrawal of Petition and Partial Withdrawal of Petition to Stay Discovery until the August 19th, 2015 Hearing on Motion for Reconsideration or in the Alternative, Petition for Protective Order from Discovery by Subpoena	001364-001367
17				
18				
19	VIII	36	Errata to Christopher D. Davis' Petition to Stay Discovery Until the August 19, 2015 Hearing on Motion for Reconsideration or in the Alternative, Petition for Protective Order from Discovery by Subpoena	001368-001372
20				
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22				
23	VIII	37	Christopher D. Davis' Opposition to Caroline Davis' Motion to Strike Christopher D. Davis' Arguments and Requests for Relief in his Reply to Caroline D. Davis' Objection to Petition for Reconsideration in Excess of Thirty (30) Pages as the Reply Violates EDCR 2.20 and Countermotion for Leave to File a Reply in Excess of Thirty (30) Pages	001373-001390
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28	IX	38	Transcript of Proceedings All Pending Motions, September 2, 2015	001391-001476

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IX	39	Motion to Compel Attendance at Deposition and Motion for Sanctions	001477-001520
IX	40	Supplement to Opposition to Caroline Davis' Motion to Hold Christopher D. Davis in Contempt and for Attorney's Fees and Costs	001521-001532
IX	41	Reply to Christopher D. Davis Opposition to Caroline Davis' Motion to Hold Christopher D. Davis in Contempt and for Attorneys' Fees and Costs	001533-001538
IX	42	Court Minutes dated September 16, 2015	001539-001541
IX	43	Transcript of September 16, 2015 Hearing	001542-001609
X	44	Court Minutes dated September 30, 2015	001610-001611
X	45	Transcript of September 30, 2015 Hearing	001612-001655
X	46	Proposed Order Regarding September 30, 2015 Hearing	001656-001660
X	47	Notice of Entry of Order filed October 15, 2015	001661-001667
X	48	Certification of Intent to Amend Order	001668-001670

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And
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11 Joshua Hood, Esq.
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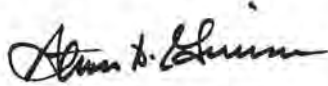
15 DUNHAM TRUST COMPANY First Class US Mail
16 SHANNA CORESSAL, CTFA
17 c/o Charlene Renwick, Esq.
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Las Vegas, Nevada 89128

20 Honorable Judge Sturman First Class US Mail
21 Dept. 26, Eighth Judicial Dist. Court
22 Regional Justice Center
23 200 Lewis Ave.
Las Vegas, NV 89101

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Employee of Anthony L. Barney, Ltd.
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EXHIBIT 13



CLERK OF THE COURT

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17 Facsimile: (702) 259-1116

18 *Attorneys for Christopher D. Davis*

19 **EIGHTH JUDICIAL DISTRICT COURT**

20 **CLARK COUNTY, NEVADA**

21 In the matter of:

Case No.: P-15-083867-T

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

Dept. No.: 26

NOTICE OF APPEAL

25 Notice is hereby given that CHRISTOPHER D. DAVIS hereby appeals to the
26 SUPREME COURT OF NEVADA from the Order instructing or appointing a trustee filed in
27 this action on June 24, 2015. Notice of Entry of Such Order was entered on July 1, 2015 and
28

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1 served thereafter by U.S. Mail.
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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. I 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:

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Christopher Davis
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Kansas City, Missouri 64108

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Sky Line Terrace Apts.
930 Figueroa Terr., Apt 529
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Ace Davis
C/o natural guardian Winfield Davis
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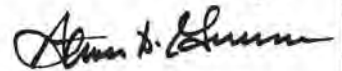

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EXHIBIT 14



CLERK OF THE COURT

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EIGHTH JUDICIAL 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, as amended on
February 24, 2014.

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

1
2 B. Dunham Trust Company, Respondent

3 Charlene Renwick, Esq.
4 **Lee Hernandez Landrum & Garofalo**
5 7575 Vegas Drive #150
6 Las Vegas, Nevada 89128
7 *Attorney for Respondent Dunham Trust Company*

8
9 C. Stephen K. Lehnardt, Respondent

10 Jonathan Barlow, Esq.
11 **Clear Counsel Law Group**
12 50 S. Stephanie St. #101
13 Henderson, Nevada 89012
14 *Attorney for Respondent Stephen K Lehnardt*

15 D. Tarja Davis, Respondent

16 Tarja Davis
17 3005 North Beverly Glen Circle
18 Las Angeles, California 90077

19 E. Winfield B. Davis, Respondent

20 Winfield B. Davis
21 366-6 Habu Aridagawa Arida
22 Wakayama 643-0025
23 JAPAN

24 F. Ace Davis, Respondent

25 Ace Davis
26 c/o Winfield B. Davis
27 366-6 Habu Aridagawa Arida
28 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

1 5. Indicate whether any attorney identified above in response to question 3 or 4 is not
2 licensed to practice law in Nevada and, if so, whether the district court granted that
3 attorney permission to appear under SCR 42 (attach a copy of any district court order
4 granting such permission): All attorneys are licensed to practice law in Nevada.
5

6 6. Indicate whether appellant was represented by appointed or retained counsel in the
7 district court: Appellant was represented by retained counsel in district court.
8

9 7. Indicate whether appellant is represented by appointed or retained counsel on appeal:
10 Appellant is represented by retained counsel on appeal.
11

12 8. Indicate whether appellant was granted leave to proceed in forma pauperis, and the
13 date of entry of the district court order granting such leave: Appellant was not granted
14 leave to proceed in forma pauperis.
15

16 9. Indicate the date the proceedings commenced in the district court (e.g., date
17 complaint, indictment, information, or petition was filed): The Petition to Assume
18 Jurisdiction of Trust was filed on February 10, 2015.
19

20 10. Provide a brief description of the nature of the action and result in the district court,
21 including the type of judgment or order being appealed and the relief granted by the
22 district court: This action arose with Respondent Caroline Davis requesting the district court
23 to take jurisdiction over the Beatrice B. Davis Family Heritage Trust dated July 28, 2000
24 ("Trust"), as purportedly amended on February 24, 2014, for an order to confirm appointment of
25 Dunham Trust Company (a Nevada Trustee) as directed Trustee and to take jurisdiction over
26 Christopher D. Davis as an investment advisor and as manager of FHT Holdings, LLC, a
27 Nevada Limited Liability Company, and confirm appointment of Stephen K. Lehnardt as
28 Distribution Trust Advisor.

1 A motion to dismiss was filed by Appellant Christopher D. Davis citing the court's lack of
2 jurisdiction over the Trust, because the Trust situs and indispensable parties reside in Alaska,
3 and there is insufficient basis to assert jurisdiction for purposes of confirming the appointment
4 of any Nevada Trustee, Investment Advisor, or Distribution Trust Advisor for the Trust. The
5 district court took jurisdiction over the Trust under a remedial theory of "constructive trust" and
6 issued its confirmation of the appointment of Dunham Trust Company as trustee of the Trust in
7 its June 24, 2015 Order (See Order attached as Exhibit A). The district court also incorrectly
8 assumed jurisdiction over Christopher D. Davis in both his purported role as investment advisor
9 of the Trust and as manager of FHT Holdings LLC without proper due service of process. The
10 district court also granted the immediate disclosure of documents and information from
11 Christopher D. Davis as to all information in his possession, custody, or control in his role as
12 investment trust advisor, and in his role as manager of F.H.T. Holdings, LLC, which Appellant
13 believes is improper when jurisdiction is absent. This Order is an appealable order pursuant to
14 NRS 155.190(h).
15
16
17

18 **11. Indicate whether the case has previously been the subject of an appeal to or original**
19 **writ proceeding in the Supreme Court and, if so, the caption and Supreme Court docket**
20 **number of the prior proceeding:** This case has not previously been the subject of an appeal or
21 original writ proceeding.
22

23 **12. Indicate whether this appeal involves child custody or visitation:** This case does not
24 involve child custody or visitation.
25

26 ///


27 ///

28 ///

1 13. If this is a civil case, indicate whether this appeal involves the possibility of
2 settlement: This appeal does involve the possibility of settlement.

3 DATED this 30th day of July, 2015.

4
5 Respectfully Submitted,
6 ROLAND LAW FIRM

7 
8 Harriet H. Roland, Esq.
9 Attorney for Christopher D. Davis

10 ANTHONY L. BARNEY, LTD.

11 
12 Anthony L. Barney, Esq.
13 Attorney for Christopher D. Davis

14 [Remainder of Page Intentionally Left Blank]
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1 CERTIFICATE OF SERVICE

2 I hereby certify that I am an employee of Anthony L. Barney, Ltd. and not a
3 party to this action. I further certify that on the 30th day of July, 2015, I served a copy of the
4 foregoing Case Appeal Statement upon each of the parties via Odyssey E-Filing System
5 pursuant to NRCP 5(b)(2)(D) and E.D.C.R. 8.05. I further certify that on the 30th day of July,
6 2015, I served the foregoing Case Appeal Statement by first class US mail, postage prepaid,
7 upon the following persons or entities:
8

9 Tarja Davis
10 3005 North Beverly Glen Circle
11 Los Angeles, California 90077

12 Christopher Davis
13 514 West 26th Street, #3E
14 Kansas City, Missouri 64108

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19 Ace Davis
20 C/o natural guardian Winfield Davis
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10 Attorneys for Dunham Trust Company

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16 Attorneys for Stephen K. Lenhardt

17 FHT Holdings LLC. A Nevada Limited Liability Company, Respondent
18 Registered Agent Solutions, Inc.
19 Registered Agent for FHT Holdings, LLC, a Nevada Limited Liability Company
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21 Las Vegas, Nevada 89103
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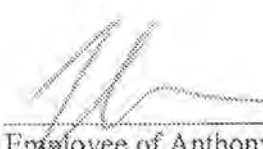

Employee of Anthony L. Barney, Ltd.

EXHIBIT A


CLERK OF THE COURT

NOTE

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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



CLERK OF THE COURT

1 HARRIET H. ROLAND, ESQ.
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17 Facsimile: (702) 259-1116
18 *Attorneys for Christopher D. Davis*

13 **EIGHTH JUDICIAL DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

16 In the matter of:

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

Case No.: P-15-083867-T

Dept. No.: 26

Hearing Date: April 22, 2015

Hearing Time: 9:00 a.m.

22 **ORDER**

23 This matter came before the Court for hearing on the 22nd day of April, 2015 at 9:00
24 a.m., upon the Christopher D. Davis's Motion to Dismiss Pursuant to NRCP 12(b) and NRCP
25 19 and Caroline Davis's Petition to Assume Jurisdiction over the Beatrice B. Davis Family
26 Heritage Trust, Dated July 28, 2000, as Amended on February 24, 2014, to Assume Jurisdiction
27 over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lehnardt as Distribution
28

1 Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee, and for Immediate
2 Disclosure of Documents and Information from Christopher D. Davis. Christopher D. Davis
3 was represented by Harriet Roland, Esq. of the Roland Law Firm and Anthony L. Barney, Esq.,
4 of the law office of Anthony L. Barney, Ltd., Caroline Davis was represented by Mark
5 Solomon, Esq., of the law firm of Solomon Dwiggin and Freer, Ltd.; Stephen K. Lehnardt was
6 represented by Jonathan W. Barlow, Esq. of the law office of Clear Counsel Law Group; and
7 Dunham Trust Company was represented by Charlene N. Renwick, Esq., of the law office of
8 Lee Hernandez Landrum & Garofalo. After reviewing the pleadings on file and in the court
9 record, hearing oral arguments by both parties in this matter, being fully advised in the
10 premises, and for good cause appearing, the Court hereby finds and orders the following:

11
12 IT IS FOUND that since the first amendment, Christopher has been directing the trust in
13 Nevada, and that everyone involved relied on this amendment as being proper.

14
15 IT IS FURTHER FOUND that the Court has no affidavit that another beneficiary existed
16 at the time the first amendment was signed.

17
18 IT IS FURTHER FOUND that the Court has jurisdiction as a constructive trust because
19 action on behalf of the trust has been taken in Nevada.

20 IT IS SO FOUND.

21
22 WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the
23 Petition to Assume Jurisdiction over Christopher D. Davis as Investment Trust Advisor is
24 granted without prejudice.

25 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition to
26 Assume Jurisdiction over Stephen K. Lehnardt as Distribution Trust Advisor is denied until a
27 more definite statement is filed.
28

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition to
2 Confirm Dunham Trust Company as Directed Trustee is granted.


3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition for
4 Immediate Disclosure of Documents and Information from Christopher D. Davis is granted as to
5 all information in his possession ^{Custody or control} in his role as Investment Trust Advisor, and on his
6 role as manager of FHY Holdings

7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Christopher D.
8 Davis's Motion to Dismiss is denied.

9 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon agreement of
10 all parties, this Court will retain jurisdiction and all matters will be heard by the probate judge.


11 IT IS SO ORDERED, ADJUDGED AND DECREED.

12 DATED this 19th day of May, 2015.

13
14
15
16 
17 DISTRICT COURT JUDGE

18 Respectfully Submitted by the Following:

Approved as to Form and Content:

19
20 
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Approved as to Form and Content:

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REGISTER OF ACTIONS

CASE NO. P-15-083867-T

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
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Seattle, WA 98109

Female

Lead Attorneys
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Trust The Beatrice Davis Heritage Trust

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS

1/10/2015 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; 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*1/10/2015 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 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*1/20/2015 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 as Distribution Trust Advisor; to Confirm Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Documents and Information from Christopher D. Davis*1/04/2015 Motion to Dismiss*Christopher D. Davis' Motion To Dismiss Pursuant To NRCP (12)(b) And NRCP 19*1/05/2015 Errata*Errata to Christopher D. Davis' Motion to Dismiss Pursuant to NRCP 12(b) and NRCP 19*1/05/2015 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 Documents and Information From Christopher D. Davis*1/06/2015 Petition - HM (9:30 AM) (Magistrate Yanashita, Wesley)*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*Minutes

02/27/2015 Reset by Court to 03/06/2015

Result: Off Calendar

1/06/2015 Notice of Appearance*Notice of Appearance*1/23/2015 Notice of Motion*Notice of Motion on Christopher D. Davis' Motion to Dismiss Pursuant to NRCP 12(b) and NRCP 19*1/24/2015 Certificate of Service*Amended Certificate of Service*1/08/2015 Certificate of Service*Supplemental Certificate of Mailing Of: Second Amended Notice of hearing on Petition to Assume 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 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*1/13/2015 Opposition to Motion to Dismiss

APPELL000699

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 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 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 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 Limited Joinder to Christopher D. Davis's Motion to Dismiss Pursuant to NRCP12(b) and NRCP 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**
Transcript of Proceedings Motion to Dismiss: Motion on Christopher Davis' Motion to Dismiss Pursuant to NRCP 12(B) and NRCP 19; Pet 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

1/01/2015 **Notice of Entry of Order**
Notice of Entry of Order

1/13/2015 **Certificate of Mailing**
Certificate of Mailing

1/14/2015 **Certificate of Mailing**
Supplement to Certificate of Mailing

1/14/2015 **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

1/14/2015 **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, 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;

1/16/2015 **Certificate of Mailing**
Certificate Of Mailing

1/23/2015 **Certificate of Mailing**
Certificate of Mailing

1/23/2015 **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

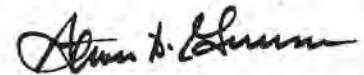
1/28/2015 **Declaration**
Declaration of Taria Davis

1/29/2015 **Response**
Response to Petition for Reconsideration

1/19/2015 **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 a: 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



EXHIBIT 15



CLERK OF THE COURT

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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: August 19, 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

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TRUST AND ESTATE ATTORNEYS

1 Authorities, all attached exhibits, and any oral argument that this honorable Court may entertain
2 at the time of hearing.

3 MEMORANDUM OF POINTS AND AUTHORITIES

4 **I. INTRODUCTION**

5 Christopher D. Davis ("Christopher") unsuccessfully proffered the exact same arguments
6 before this Court at the April 22, 2015 hearing (the "Hearing"), and the instant Petition For
7 Rehearing¹ is nothing more than Christopher's attempt to take a second bite of the apple.² What
8 is even more troubling is Christopher's counsel's lack of candor to this Court. This Court will
9 recall that Christopher's counsel, Anthony Barney, Esq. ("Mr. Barney"), **for the first time** at the
10 Hearing attempted to make several factual arguments **not presented in his Motion To Dismiss**.³
11 First, Mr. Barney argued that Christopher's wife, Tarja Davis ("Tarja"), was a beneficiary of the
12 Trust⁴ and did not provide the requisite consent to the transfer of the Trust's situs from Alaska to
13 Nevada.⁵ Indeed, raising such argument at the Hearing was completely contrary to the facts
14 presented to this Court in Christopher's Motion To Dismiss. Specifically, Christopher identified:
15 (1) himself; (2) his son, Winfield Davis ("Winfield"); and (3) Caroline D. Davis ("Ms. Davis") as
16 the **"three descendants"** [that] are the current beneficiaries of the Trust."⁶ As more fully
17 discussed below, and as Christopher and Mr. Barney are fully aware, Tarja **does not** qualify as a
18

19
20 ¹ See, Petition For Reconsideration Of The Order Dated May 19, 2015 Re: Petition To Assume Jurisdiction
21 Over The Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, As Amended On February 24, 2014, To
22 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").

23 ² Christopher filed the "Christopher D. Davis' Reply To Caroline Davis' Opposition To His Motion To
24 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.

25 ³ Christopher D. Davis' Motion To Dismiss Pursuant To NRCP (12)(b) And NRCP 19, filed on March 4,
2015 (the "Motion To Dismiss").

26 ⁴ The Beatrice B. Davis Family Heritage Trust, dated July 28, 2000 (the "Trust").

27 ⁵ See, Hearing transcript at p. 8:10-11, a true and correct copy of which is attached hereto as **Exhibit 1**.

28 ⁶ *Id.*, at p. 3:14-18. (Emphasis added).

1 spouse entitled to receive mandatory or discretionary distributions under the Trust, and, therefore,
2 her consent was not required to effectuate the transfer of situs.

3 Second, Mr. Barney also argued for the first time at the Hearing that there was not “an
4 acting Alaska Trustee at the point to consent to the transfer” of the Trust’s situs.⁷ As Mr. Barney
5 is aware, a trustee’s duties as such do not terminate upon the submission of a resignation when no
6 successor trustee has been appointed and accepted. Furthermore, and illustrative of Mr. Barney’s
7 dissembling to this Court, the Resignation, Release, Acknowledgement, Consent And
8 Indemnification Agreement, attached as Exhibit 1 to Christopher’s Motion To Dismiss, expressly
9 provides that Alaska USA Trust Company (“Alaska USA”) was the then-serving as Trustee of the
10 Trust on the date on which the situs was transferred to Nevada, and that Alaska USA consented to
11 the same. As such, there was a trustee serving at the point when the situs was changed, and such
12 trustee provided its consent to transfer the Trust.

13 Both of Christopher and Mr. Barney’s newly fabricated arguments regarding Tarja’s
14 consent and the lack of a trustee are patently false. Additionally, in another attempt to improperly
15 bolster his claim that the transfer of the Trust’s situs was invalid, Christopher and his counsel
16 boldly misstate that Alaska did not receive an opinion of counsel with respect to transferring the
17 situs of the Trust from Alaska to Nevada. As set forth below, Stephen K. Lehnardt (“Mr.
18 Lehnardt”), as Trust Protector, retained the services of Dennis Brislawn, Esq. (“Mr. Brislawn”) in
19 2014, to provide support with the transition of the Trust from Alaska to Nevada. Mr. Brislawn
20 communicated with Mr. Lehnardt, Dunham Trust, and Alaska USA, and provided an opinion of
21 counsel regarding the transfer of the Trust’s situs to Nevada. Indeed, as set forth in Mr.
22 Lehnardt’s billing records, Christopher was integrally involved with the transfer of situs and met
23 with or conferred with Mr. Lehnardt to discuss the same.

24 As such, each and every allegation made by Christopher and Mr. Barney regarding the
25 “invalidity” of the transfer of situs are false, and they have continued to perpetuate these material
26 misrepresentations to this Court.

27
28 ⁷ See, Ex. 1, at lines 12-13.

1 In essence, Christopher asserts that this Court improperly assumed jurisdiction over the
2 Trust because: (1) lack of subject matter jurisdiction due to the absence of conditions precedent to
3 the change of the Trust's situs from Alaska to Nevada⁸ as provided for in the First Amendment;⁹
4 (2) the failure to add indispensable parties;¹⁰ and (3) the failure to provide notice and/or service to
5 requisite parties.¹¹ Notwithstanding the fact that the Court has already properly addressed each of
6 these issues, and subsequently entered an Order thereon, Christopher's Petition For
7 Reconsideration should be denied for the reasons fully set forth herein. Moreover, because the
8 Petition For Reconsideration is obviously frivolous, unnecessary, unwarranted, and multiplies the
9 proceedings to increase the costs unreasonably and vexatious, this Court should award sanctions
10 of attorneys' fees and costs to Ms. Davis for being forced to file the instant Objection.

11 II. FACTS

12 Beatrice B. Davis ("Beatrice") created the Trust on July 28, 2000, naming Alaska Trust
13 Company ("Alaska") as the initial Trustee and Mr. Lehnardt as Trust Protector.¹² As fully set
14 forth in the prior pleadings before this Court, the primary asset held in the Trust is an Ashley
15 Cooper Life Insurance Policy (the "Policy") with a face cover value of \$35,000,000,¹³ and a
16 revolving line of credit for \$4,000,000.¹⁴

17 Pursuant to Article Three of the Trust, during Beatrice's lifetime, the primary beneficiaries
18 are Christopher, Caroline D. Davis ("Ms. Davis"), and Christopher's son, Winfield Davis

19 ⁸ See, Petition For Reconsideration, at p. 6:19-20.

20 ⁹ The First Amendment To The Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, dated February
21 24, 2014 (the "First Amendment").

22 ¹⁰ See, Petition For Reconsideration, at p. 15:17-18, p. 21:10-11, and p. 23:6-7.

23 ¹¹ *Id.* at p. 15:17-18, and p. 19:11-12.

24 ¹² See, Petition To Assume Jurisdiction Over The Beatrice B. Davis Family Heritage Trust, Dated July 28,
25 2000, As Amended On February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis As Investment Trust
26 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.

27 ¹³ *Id.*, at Ex. 6.

28 ¹⁴ *Id.*, at Ex. 8.

1 (“Winfield). On August 2, 2011, Mr. Lehnardt, as Protector, removed Alaska as Trustee and
2 appointed Alaska USA.¹⁵ During Alaska and Alaska USA’s tenure as Trustee, certain loans were
3 taken against the Policy and further distributed to Christopher in his individual capacity, his
4 capacity as Trustee of the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as
5 amended (the “Revocable Trust”), and his capacity as Manager of the Davis Family Office, a
6 Missouri limited liability company (the “Davis Family Office”).

7 On October 30, 2013, Alaska USA executed the “Resignation of Trustee”, indicating that
8 the effective date of such resignation was intended to be “December 5, 2013 or upon the
9 acceptance of trusteeship by a successor, whichever occurs earlier.”¹⁶ Dunham Trust Company
10 (“Dunham”) was thereafter appointed and accepted tenure as successor Trustee of the Trust on
11 February 24, 2015.¹⁷ Contemporaneously with the appointment and acceptance of trusteeship by
12 Dunham, Mr. Lehnardt, by and through the authority vested in him as Trust Protector, transferred
13 the situs of the Trust from Alaska to Nevada.¹⁸ The transfer of the Situs was acknowledged by
14 Ms. Davis, Christopher, and Winfield.

15 Pursuant Article One, Section 2 of the First Amendment, the Trust situs is now Nevada,
16 and the Trust and all trusts created thereunder are governed by Nevada law.¹⁹ Article Thirteen,
17 Section 2.d. of the First Amendment, appointed Dunham as the “Directed Trustee” pursuant to
18 NRS §163.553 et. seq.²⁰ Article Thirteen, Section 2.d. of the First Amendment, further appointed
19 Christopher as the “Investment Trust Advisor” pursuant to NRS §163.5543, and designated him
20 as a “Fiduciary” under NRS §16.554.²¹ Pursuant to the First Amendment, Christopher is provided
21

22 ¹⁵ *Id.*, at Ex. 3.

23 ¹⁶ *Id.*, at Ex. 4.

24 ¹⁷ *Id.*, at Ex. 5.

25 ¹⁸ *Id.*

26 ¹⁹ *Id.*, at Ex. 6, p. 1, Art. 1, §2.

27 ²⁰ *Id.*, at Ex. 6, p. 2, Art. 13, §2.d., First.

28 ²¹ *Id.*, at Ex. 6, p.2-3, Art. 13, §2.d., Second.

1 the "full power to manage the investments and reinvestments of the trust", and Dunham, as
2 Directed Trustee, has no authority act or interfere with the actions of Christopher, as the
3 Investment Trust Advisor, unless otherwise directed.²² Article Thirteen, Section 2.d. of the First
4 Amendment, appointed Mr. Lehnardt, in his capacity as the Trust Protector of the Trust, as the
5 "Distribution Trust Advisor" pursuant to NRS §163.5537, and designated him as "Fiduciary"
6 pursuant to NRS §163.554.²³

7 Shortly after Dunham's appointment as Directed Trustee and Christopher's appointment
8 as Investment Trust Advisor, Dunham created FHT Holdings, LLC, a Nevada limited liability
9 company, to which the Policy was transferred. According to the Operating Agreement of FHT
10 Holdings, LLC, Christopher is currently serving as the sole Manager thereof.²⁴

11 Although Ms. Davis has attempted to acquire the documentation and information related
12 to the Policy and the related loans without court intervention, Christopher has consistently
13 stonewalled Ms. Davis and refused to provide information regardless of the fact that: (1)
14 Christopher is acting as a Fiduciary of the Trust, and (2) Ms. Davis is a beneficiary of the Trust
15 entitled to such information.

16 II. LEGAL ARGUMENT

17 A. Christopher D. Davis' Petition For Reconsideration Is Procedurally 18 Improper As It Does Not Present New Evidence, Does Not Identify A 19 Change In Controlling Law, And Does Not Identify Any Clear Error.

20 The Nevada Supreme Court has expressly held that a district court may only reconsider "a
21 previously decided issue if substantially different evidence is subsequently introduced or the
22 decision is clearly erroneous." Masonry and Tile Contractors Ass'n of S. Nevada v. Jolley, Urga
23 & Wirth, Ltd., 113 Nev. 737, 741, 941 P.2d 486, 489 (1997) (citations omitted). *See also, Moore*
24 *v. City of Las Vegas*, 92 Nev. 402, 405, 551 P.2d 244, 246 (1976) ("Only in very rare instances in
25 which new issues of fact or law are raised supporting a rule contrary to the ruling already reached

26 ²² *Id.*, at Ex. 6, p. 3., Art. 13, § 2.d, Second.

27 ²³ *Id.*, at Ex. 6, p. 3 Art. 13, §2.d, Third.

28 ²⁴ A true and correct copy of the Operating Agreement of FHT Holdings, LLC is attached hereto as **Exhibit 2**.

1 should a motion for rehearing be granted"). Indeed, the Nevada Supreme Court has specifically
2 rejected such motions for failing to advance any new legal or factual issues as "superfluous" and
3 held that it constituted an "abuse of discretion for the district court to entertain" such motions.
4 Moore, 92 Nev., at 405, 551 P.2d, at 246.

5 Additionally, reconsideration is not to "be used to ask the Court to rethink what it has
6 already thought," Motorola Inc. v. J.B. Rodgers Mechanical Contractors, 215 F.R.D. 581, 582 (D.
7 Ariz. 2003), or "to dress up arguments that previously failed." Waddell & Reed Fin., Inc. v.
8 Torchmark Corp., 338 F. Supp. 2d 1248, 1250 (D. Kan. 2004)(citations omitted). Thus,
9 reconsideration motions cannot not be used merely to reargue the arguments the movant already
10 made to the court. See, Moore, 92 Nev., at 405, 551 P.2d, at 246 (1976).

11 Christopher has not presented any new facts that were not presented in his pleadings or
12 falsely presented during Mr. Barney's oral arguments at the Hearing that may give rise to this
13 Court reconsidering its Order. Indeed, Christopher's Petition For Reconsideration is nothing
14 more than a reiteration of the facts submitted in his Motion To Dismiss and his Reply to Ms.
15 Davis' Opposition to the Motion to Dismiss.

16 Additionally, Christopher has failed to cite to a single change in any of the controlling law
17 that this Court has already addressed.²⁵ Moreover, Christopher has not identified any indication
18 that this Court made a "clear error" which would justify reconsidering its prior judgment. The
19 issues related to the joinder of indispensable parties raised in Christopher's Motion To Dismiss,
20 which were regurgitated in his Petition For Reconsideration, were properly addressed by this
21 Court, and the Court did not find that Ms. Davis failed to join any party that would preclude this
22 Court from assuming jurisdiction over the Trust. Indeed, Christopher further fails to point to any
23 facts or cite to any legal authority that would result in a "manifest injustice" if Christopher is
24 required to disclose the information he has in his possession, custody, or control as Investment
25 Trust Advisor and Manager of FHT Holdings, LLC. As such, his Petition For Reconsideration is

26
27 ²⁵ It is important to note that the arguments and case law cited in Christopher's Petition For Reconsideration
28 are exactly the same as presented in his Reply.

1 procedurally improper and should be denied. Notwithstanding the procedural impropriety, if this
2 Court is inclined to entertain Christopher's Petition For Reconsideration, it should still be denied
3 for the reasons fully set forth below.

4 **B. The Transfer Of The Trust's Situs From Alaska To Nevada Is Valid –**
5 **Tarja's Consent Was Not Required.**

6 Christopher's contention that "all the facts and evidence prove the change of situs (a
7 condition precedent) was invalid and not permitted under the terms of the [Trust]"²⁶ is without
8 merit. In his Petition For Reconsideration, Christopher relies heavily on the fact that his current
9 wife, Tarja, did not consent to the transfer in situs.²⁷ Tarja's consent to the change in situs,
10 however, was **not required** to effectuate the same. Article 14, Section 6 of the Trust provides in
11 relevant part as follows:

12 "Except as expressly provided herein, the situs of this agreement or any subtrust
13 established hereunder may be changed by the unanimous consent of **all**
14 **beneficiaries then eligible to receive mandatory or discretionary distributions**
15 of net income under this agreement or such subtrust, with the consent of any then-
16 acting Protector and the Trustee thereof, which shall be given only after the
17 Trustee has obtained advice from counsel as to the tax and other consequences of
18 a change in situs."²⁸

19 While Article 8, Section 3(d) permits a trustee to "make distributions from the trust share
20 of a Primary Beneficiary to or for the health, education, maintenance and support of the spouse of
21 the Primary Beneficiary,"²⁹ such person **must** first qualify as a "spouse" pursuant to the express
22 terms of the Trust.

23 Article Fourteen of the Trust, entitled "Definitions and General Provisions" provides a
24 definition for what/who qualifies as a "spouse". Specifically, Article Fourteen, Section 1(j),
25 entitled "Spouses", provides as follows:

26 ²⁶ See, Petition For Reconsideration, at p. 7:6-8.

27 ²⁷ *Id.*, at p.8:17-21.

28 ²⁸ See, Original Petition, at Ex. 1, Art. 14, § 6. (Emphasis added).

29 ²⁹ *Id.*, at Ex. 1, Art. 8, §3(d). (Emphasis added).

1 “An individual is a ‘spouse’ if such individual is the then current spouse of a child
2 of mine on the signing date of this trust. If an individual enters into a valid
3 marital union, as defined in paragraph a. of this section, with a child of mine or a
4 beneficiary of mine **following the signing of this trust, then such individual**
5 **may qualify as a ‘spouse’ if that if the (sic) marital union exists continuously**
6 **for a period of ten years**, and that individual is not legally separated from the
7 person under a decree of divorce or separate maintenance.”³⁰

8 According to the Declaration Of Tarja Davis, a true and correct copy of which is attached
9 hereto as **Exhibit 3**, Christopher and Tarja did not get married until February 22, 2012. As
10 Christopher and Tarja were only married for a little over two (2) years at the time the situs was
11 transferred, Tarja **did not** meet the ten (10) year criteria as set forth in the Trust and, therefore,
12 **did not qualify as a “spouse”** thereunder. Indeed, pursuant to the terms of the Trust, Tarja still
13 does not qualify as a “spouse”. Consequently, Tarja is not, and was not, a “beneficiary then
14 eligible to receive mandatory or discretionary distributions”³¹ and her consent was not required to
15 transfer the situs from Alaska to Nevada.

16 **C. The Transfer Of The Trust’s Situs From Alaska To Nevada Is Valid –**
17 **Alaska USA Was The Then-Acting Trustee At The Point In Time In**
18 **Which The Trust’s Situs Was Changed And Consented To Such**
19 **Transfer Of Situs.**

20 Christopher also hinges his argument related invalidity of the transfer of situs from Alaska
21 to Nevada on the supposition that “there was no acting Trustee to provide informed consent to the
22 change in situs.”³² Christopher bases this misplaced contention on the fact that Alaska USA
23 tendered its resignation as of December 5, 2013, and the First Amendment effectuating the
24 change in situs was executed on February 24, 2014. It is a well-known tenet of trust law that
25 simply submitting a resignation of trusteeship does not, in and of itself, obviate a trustee of its
26 duties to act, nor does it automatically remove the trustee from its role as such. Indeed, Alaska
27 has codified such principle in Alaska Statutes, Section 13.36.077(1), which provides that “unless
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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.

1 a co-trustee remains or the court otherwise orders, and until the trust property is delivered to a
2 successor trustee or another qualified person entitled to the trust property, a trustee who has
3 resigned or been removed has the duties of a trustee and the powers necessary to protect the
4 trust property.” Indeed, pursuant to the Declaration Of Janet K. Tempel, Senior Trust Officer at
5 Alaska USA, because “[a] successor trustee was not designated on or before December 5, 2013, []
6 Alaska USA retained the duties of trustee and powers necessary to protect the trust property
7 pursuant to Alaska law...Pursuant to the Agreement, Alaska USA effectively resigned as Trustee
8 of the Trust on February 24, 2014, as Dunham Trust Company was contemporaneously appointed
9 as successor Trustee.”³³

10 Moreover, pursuant to the recitals set forth in the Resignation, Release,
11 Acknowledgement, Consent And Indemnification Agreement (the “Release”), Alaska USA was
12 still serving as Trustee of the Trust on February 24, 2014, the date the First Amendment was
13 executed. Specifically, the pertinent recital provides as follows: “WHEREAS, AUTC³⁴ is the
14 currently serving trustee of the Trust...”³⁵ NRS 47.240, entitled “Conclusive presumptions”
15 provides that “[t]he truth of the fact recited, from the recital in a written instrument between
16 the parties thereto...” is presumed conclusive. Therefore, contrary to Christopher’s misplaced
17 assertion, there was an acting Trustee (i.e. Alaska USA) acting on behalf of the Trust to transfer
18 the situs from Alaska to Nevada on February 24, 2014.

19 Christopher’s assertion that “the change in situs under the purported First Amendment
20 must be presumed invalid until such evidence of an acting Trustee’s consent can be produced”³⁶ is
21 without merit. Another well-known tenet of trust law is that a trust or amendment thereto is
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23 ³³ See, Declaration Of Janet K. Tempel, Senior Trust Officer, a true and correct copy of which is attached
24 hereto as **Exhibit 4**, at ¶¶ 5 and 7.

25 ³⁴ See, Resignation, Release, Acknowledgement, Consent And Indemnification Agreement, a true and correct
26 copy of which is attached hereto as **Exhibit 5** (defining Alaska USA Trust Company of Anchorage, Alaska as
“AUTC”).

27 ³⁵ *Id.* (Emphasis added).

28 ³⁶ See, Petition For Reconsideration, at p. 11:19-20.

1 presumed to be valid unless proven otherwise, and the burden of proving the invalidity of such
2 instrument rests upon the person so claiming.³⁷ Notwithstanding the burden of proof resting upon
3 Christopher's shoulders, Christopher has not produced a single piece of evidence to support his
4 position that Alaska USA did not consent to the transfer of situs. Indeed, the fact that Alaska
5 USA executed the Release, which includes within it a provision entitled "Consent to Change of
6 Situs and Amendment of Trust", is sufficient evidence that Alaska USA, as the "the currently
7 serving trustee of the Trust", expressly consented to the transfer of the Trust's situs from Alaska
8 to Nevada. Section 1 of the Release, in relevant part, specifically provides that "AUTC (Alaska
9 USA) and the Protector hereby consent to the changing of the situs of the Trust from Alaska to
10 Nevada."³⁸ Given the facts and circumstances regarding the transfer in situs (i.e. the First
11 Amendment and Release), it cannot reasonably be argued that Alaska USA did not provide the
12 requisite consent for such action.

13 **D. The Transfer Of The Trust's Situs From Alaska To Nevada Is Valid –**
14 **Alaska USA Did Receive Advice Of Counsel.**

15 Additionally, Christopher's contention that, "[a]ny amendment to change the situs of the
16 [Trust] would require the opinion of legal counsel as to its effect...[and that] [t]here is simply no
17 evidence to suggest that such an opinion was obtained..."³⁹ is also false. Notwithstanding the fact
18 that the burden rests upon Christopher to prove that no such opinion was obtained, Alaska
19 did receive a legal opinion from Mr. Brislawn regarding the transfer of the Trust's situs from
20 Alaska to Nevada.⁴⁰ Specifically, Mr. Brislawn was retained by Mr. Lehnardt, as Trust Protector,
21 "to provide limited support in changing trust situs from Alaska (where [he] is also licensed to
22

23 ³⁷ See, In re Melter, 167 Wash.App. 285, 298, 273 P.3d 991, 998 (Wash.App. 2012) (providing that unless
24 proven otherwise, "[a] will [or trust] is presumed to be valid. It may be disregarded when a will [or trust] contestant
25 presents clear, cogent and convincing evidence" that it is invalid).

26 ³⁸ See, Ex. 4, at ¶ 1, p. 2.

27 ³⁹ *Id.*, at p. 14:25-15:1; 15:3-4.

28 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**.

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.*

(f) 02/04/2014 – Telephone call from 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.*

1 serves only as a Directed Trustee. Without Christopher providing his direction and authorization,
2 Dunham could not have created FHT Holdings, LLC or transferred the Trust's primary asset (the
3 Policy) thereto. Additionally, the creation of FHT Holdings, LLC and the transfer of the Policy
4 all took place without Caroline's knowledge or consent. Although Caroline did provide her
5 consent related to the appointment of Christopher as Investment Trust Advisor, her reliance upon
6 Christopher to properly perform his duties as a Fiduciary and protect her interest in the Trust was
7 not only unintentionally misplaced, but detrimental to her.

8 The actions Christopher has taken as Investment Trust Advisor, all the meanwhile having
9 full knowledge of the facts and circumstance relating the First Amendment and its implications,
10 precludes him from asserting that the First Amendment or any provision thereof is invalid. As
11 this Court correctly pointed out during the April 22, 2015 hearing, the parties involved have been
12 relying on the First Amendment (and the authority granted therein) and have been acting based
13 upon the presumed validity of such document. Specifically, the Court noted that, notwithstanding
14 all that has taken place over the last year, Christopher, after being hauled into court, now contends
15 that "[a]ll of those things I told you to do this last year, I was wrong. I should never have told you
16 to do those things because I don't have a valid authority. Ooops. My bad. Let's go back to
17 Alaska and fix it." See, April 22, 2015 Hearing Transcript, at p. 43:13-17, a copy of which is
18 attached hereto as **Exhibit 8**. Christopher's own actions and acquiescence preclude him from
19 now claiming that the Frist Amendment is invalid.

20 Equitable estoppel functions to prevent a person, who by his actions or conduct, or silence
21 when it is his duty to speak, from asserting a right that he otherwise would have had. Gardner v.
22 Pierce, 22 Nev. 146, 36 P. 782, 783 (Nev. 1894). Furthermore, equitable estoppel also functions
23 to prevent the assertion of legal rights that, in equity and good conscience, should not be available
24 due to the party's conduct. *Id.* As such, Christopher must not be permitted to assert such baseless
25 claims relating to the invalidity of the First Amendment or the implications thereof.

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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).

1 trustees would be tantamount to requiring any beneficiary to join each and every prior trustee of a
2 trust that *may* have information or documentation relevant to the administration of a trust no
3 matter how far removed such prior trustee is. Christopher's argument regarding the joinder of
4 Alaska and Alaska USA may be more compelling if they were the only parties with such
5 information. This, however, is not the case. The Policy loans are still outstanding, and are still
6 assets of the Trust – a Trust for which Christopher is currently serving as a Fiduciary, and for
7 which he owes fiduciary duties. In a desperate attempt to further muddy the water, Christopher
8 asserts that the custodian of the Policy was not properly served with notice of the instant matter.⁵²
9 However, much like Alaska and Alaska USA, the custodian of the Policy is not an indispensable
10 party as no claims for relief have been sought against it, and service upon the custodian is not
11 necessary.

12 Likewise, Christopher's assertion that he "will be subjected to double or multiple or
13 otherwise inconsistent obligations in possibly many jurisdiction"⁵³ without the joinder of Alaska
14 and Alaska USA is without merit. Christopher, upon accepting his tenure as Investment Trust
15 Advisor, also accepted the fiduciary duties that accompany such position, including the duty to
16 accept and maintain the Trust's books and records, and the duty to account for the management of
17 the Trust's assets. The Trust specifically requires that the "books and records along with all trust
18 documentation shall be available and open at all reasonable times to the inspection of the trust
19 beneficiaries and their representatives."⁵⁴ Notwithstanding the express language of the trust
20 relating to the inspection of the books and records, it is a well-established principle of trust law
21 that a beneficiary is entitled to inspect the books and records of a trust. *See, In re Rosenblum's*
22 *Estate*, 459 Pa. 201, 215, 328 A.2d 158, 165 (1974) (holding that it is "[n]ot that a trustee is bound
23 to submit to a vexatious and unwarrantable call for books and papers, but that at all reasonable
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26 ⁵² See, Petition For Reconsideration, at p. 22:22-23.

27 ⁵³ See, Petition For Reconsideration, at p. 23:22-23.

28 ⁵⁴ *Id.*, at Ex. 1, Art. 12, § 4. (Emphasis added).

1 times, in proper places, the books and accounts should, on call, be submitted to those who have a
2 right to the inspection of them (S)ubject to the principles above stated, he must give to his co-
3 trustee **and the parties interested** ample opportunity to look into the condition of the estate.)
4 (Emphasis added).

5 Ms. Davis' requests for relief are simply an attempt exercise her rights under the Trust and
6 existing trust law. Unfortunately, Christopher has taken it upon himself to ignore the express
7 terms of the Trust and to deny Ms. Davis of her rights thereunder. As the Trust's situs was
8 properly transferred to Nevada and Christopher accepted his tenure and duties as Investment Trust
9 Advisor, thereby submitting to the jurisdiction of the State of Nevada, Ms. Davis' request for
10 information from him is properly before this Court. Additionally, Christopher is not subject to
11 any additional obligations in any other jurisdiction as Investment Trust Advisor.

12 Christopher also materially misrepresents Ms. Davis' claims for relief by asserting that
13 Ms. Davis requested that this Court assume "jurisdiction over Christopher Davis, individually, as
14 trustee of the Revocable Trust, and as manager for FHT Holdings without bothering to properly
15 serve them with personal service pursuant to NRCP 4."⁵⁵ Ms. Davis, however, **has not** requested
16 this Court to assume jurisdiction over Christopher, individually, or as Trustee of the Revocable
17 Trust.⁵⁶ Christopher's misrepresentations are simply an attempt to divert this Court's attention
18 from the relief requested from the actual person who has this information – Christopher.

19 Based upon the forgoing, Ms. Davis has named each of the necessary and indispensable
20 parties to this action, and has provided the requisite notice to each party pursuant to NRS 155.010.

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27 ⁵⁵ See, Petition For Reconsideration, at p. 22:19-21.

28 ⁵⁶ See, Original Petition, at 9:21.

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 Policy⁶³ 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.”)

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.

1 Indeed, the paramount consideration to Beatrice's testamentary scheme "is to provide a
2 financial resource base that will support and protect [her] family for generations to come."⁶⁶
3 Nowhere in the Trust is there reference to Beatrice's testamentary plan involving or predicting
4 Christopher be appointed as Investment Trust Advisor, and/or be vested with the authority to
5 manage the entirety of the Trust assets. Similarly, Beatrice's testamentary plan entirely devoid of
6 any intent for the removal of the primary Trust asset (the Policy), which is specifically intended
7 for the benefit and use of Beatrice's family for generations to come. Moreover, FHT Holdings,
8 LLC is wholly owned by the Trust and currently holds the \$35,000,000 policy intended to benefit
9 the beneficiaries of the Trust. In situations where an entity is "wholly owned by the trust and
10 directly holds and controls all of the [entity's] assets, courts are less reluctant to ignore the
11 corporate entity and to consider the corporation, which is usually a holding company, an adjunct
12 of the trust." Matter of Estate of Butterfield, 418 Mich. 241, 257-258, 341 N.W.2d 453, 460
13 (Mich. 1983).

14 As this Court may properly look beyond the corporate form, this Court may also exercise
15 its authority over Christopher as Manager of FHT Holdings, LLC, and further require him to
16 disclose any and all information as it relates to the Trust or the beneficiaries without regard to
17 which capacity he obtains such information. Indeed, "the Court may control and direct the
18 actions of the fiduciaries, and this may, whether directly or indirectly, affect their actions as
19 officers or directors of corporations of the stock which they hold in their fiduciary capacities, **and**
20 **by virtue of the same power the Court may direct a fiduciary to exhibit all information**
21 **within its control which bears on the fortunes of the estate and to take whatever actions may**
22 **be necessary to get the required data.**" Matter of Murray's Will, 88 N.Y.S.2d 579, 582 (N.Y.
23 Sur. Ct. 1949) (Emphasis added). As set forth in Jennings v. Speaker, 1 Kan.App.2d 610, 616,
24 571 P.2d 358, 364 (Kan. Ct. App. 1977), "[w]hether the corporate entity should be ignored and
25 the corporation considered an adjunct of the estate depends on the circumstances [] but
26 **accountability was indisputable**. The court reemphasized that in his capacity as director a
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28 ⁶⁶ See, Original Petition, at Ex. 6, Art.8, § 3(b).

1 trustee is bound by the same fiduciary standards that govern his conduct as trustee, including the
2 duty of undivided loyalty to the beneficiary untrammelled by the trustee's private interests." As
3 such, the Jennings Court found that a court has the "equitable power to ignore the corporate entity
4 and to require the trustees to account." *Id.* See also, Blue Chip Emerald LLC, A.D.2d 278, 279
5 N.Y. 2008) "[w]hen a fiduciary, in furtherance of its individual interest, deals with the beneficiary
6 in a matter relating to the fiduciary relationship, the **fiduciary is strictly obligated to make full**
7 **disclosure of all material facts.**" (referencing Brinbaum v. Brinbaum 73 N.Y.2d 461, 539
8 N.E.2d 574 (N.Y. 1989)). (Emphasis added).

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10 In In re Steuers Estate, 4 Misc.2d 129, 152 N.Y.S.2d 257 (N.Y. Surr 1956), the executors
11 of an estate, one of which was also officer and director of a corporation partly owned by the
12 estate, opposed the beneficiaries' request for information that the executors had in their
13 possession, custody, and control as officers or directors of such corporation. The Court stated that
14 "[a] fiduciary who holds in trust stock of a corporation in which he is also an officer or employee,
15 may become liable as a fiduciary for a depreciation of the estate's shares due to his own act or
16 neglect." 4 Misc.2d, at. 130, 152 N.Y.S.2d, at. 259. As such, the Court held that "the activities of
17 an executor in the corporate affairs and his knowledge of the actions of others in running the
18 business are proper subjects of inquiry." *Id.* Therefore, a fiduciary who is also serving as director
19 or officer of a corporation may be compelled to disclose any information related to the estate or
20 trust's interest that the fiduciary possesses in his capacity as director or officer. See also, In re
21 Voice's Will, 35 Misc.2d 225, 227, 227 N.Y.S.2d 991, 994 (N.Y. Surr. 1962) (holding that
22 "[s]ince the trustee controls the corporation by reason of the stock held by the trust added to the
23 stock held by them personally, they can be compelled to disclose the details of the corporation's
24 activities. Since an examination of the corporate activities is proper, the production of relevant
25 and material books and records of the corporation upon such examination is also proper.")

26 Although FHT Holdings, LLC is an entity separate from the Trust, the Trust is the sole
27 member owning a 100% interest in said entity. By virtue of Christopher's status as Investment
28 Trust Advisor and Manager of FHT Holdings, LLC, he is the sole person in control of the Trust's

1 primary asset (the Policy), and, therefore, may be ordered to produce any and all information
2 pertaining thereto. *See, In re Rappaport's Estate*, 96 N.Y.S.2d 741, 743 (N.Y. Surr. 1950)
3 (holding that a Trustee of a trust that controls the majority interest of a corporation by virtue of
4 being trustee and in his individual capacity may be compelled to disclose information related to
5 the corporation and the corporation's wholly owned subsidiary. Specifically, the Court held that
6 "[i]nformation obtained by an executor in his capacity of a stockholder may likewise be
7 disclosed.")

8 As such, whether acting as Manager of FHT Holdings, LLC, Trustee of the Revocable
9 Trust, or Manager of the Davis Family Office, or acting in his individual capacity, Christopher, as
10 a "Fiduciary" of the Trust, is required to disclose any and all information that he has in his
11 possession, custody, or control that may affect the beneficiaries of the Trust without regard to the
12 character of the "capacity" Christopher was serving in at the time. This Court's order requiring
13 Christopher, as Manager of FHT Holdings, LLC, to provide all information in his possession,
14 custody or control was proper.

15 **H. This Court Has Jurisdiction Over The Trust As A proceeding *In Rem*.**

16 This Court originally assumed jurisdiction over the Trust under the theory of "constructive
17 trust" based upon the fact that the Trust situs was transferred to Nevada, a Nevada Trustee was
18 currently serving, and "action on behalf of the trust has been taken in Nevada."⁶⁷ However, as
19 fully set forth above, the transfer in situs was proper and this court should, therefore, assume
20 jurisdiction over the Trust as a proceeding *in rem* pursuant to NRS 164.010.

21 Christopher's contention that the Court improperly assumed jurisdiction "without
22 determining whether [he] resides or conducts business here in the capacity of a Trustee..."
23 pursuant NRS 164.010 is misplaced. Christopher's capacities as Investment Trust Advisor and
24 Manager of FHT Holdings, LLC are inextricably intertwined, and actions taken by Christopher as
25 Manager of FHT Holdings, LLC are imputed to him as Investment Trust Advisor.

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28 ⁶⁷ See, Order, at p.2:18-19.

1 According to the Nevada Secretary of State, the registered agent for FHT Holdings, LLC
2 is Registered Agent Solutions, Inc., located at 4625 West Nevso Drive, Suite 2, Las Vegas,
3 Nevada 89103.⁶⁸ Based upon the fact that FHT Holdings, LLC's registered agent is located in the
4 city of Las Vegas, Clark County, Nevada, Christopher does conduct business in Clark County,
5 and jurisdiction in Clark County is proper. Consequently, because the transfer in situs was
6 proper, and because the Trust "conducts business" in Clark County, this Court may assume
7 jurisdiction over the Trust as a proceeding *in rem*.

8
9 **I. Petition For Sanctions.**

10 Because Christopher's Motion For Reconsideration is obviously frivolous, unnecessary,
11 and unwarranted and so multiplies the proceedings in this matter, Ms. Davis should be awarded
12 attorneys' fees and costs for being forced to prepare an Objection to the Petition For
13 Reconsideration. Specifically, EDCR 7.60(b), in relevant part provides:

14 "The Court may, after notice and an opportunity to be heard, impose upon an
15 attorney or party any and all sanctions which may, under the facts of the case, be
16 reasonable, including the imposition of finds, **costs or attorney's fees** when an
17 attorney or a party without just cause:

18 (1) Presents to the court a motion or an opposition to a motion which is
19 **obviously frivolous, unnecessary or unwarranted.**

20 (3) So multiplies the proceedings in a case as to **increase costs unreasonably**
21 **and vexatiously**" (Emphasis added).

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⁶⁸ See, Nevada Secretary of State, Entity Details, print-out, a true and correct copy of which is attached hereto as **Exhibit 11**.

1 **WHEREFORE**, Caroline Davis respectfully request that:

2 (1) Christopher D. Davis' Petition For Rehearing be denied in its entirety; and

3 (2) Caroline Davis be awarded attorneys' fees and costs for being forced to file the
4 instant Objection to Christopher D. Davis' Petition For Reconsideration.

5 Dated this 31st day of July, 2015.

6 SOLOMON DWIGGINS & FREER, LTD

7 

8 Mark A. Solomon, Esq. (Bar No. 418)

9 Joshua M. Hood, Esq. (Bar No. 12777)

10 9060 Cheyenne Avenue

11 Las Vegas, Nevada

12 Telephone: (702) 853-5483

13 Facsimile: (702) 853-5485

14 *Attorneys for Caroline D. Davis*

Exhibit 1

Exhibit 1

1 MR. BARNEY: Taria [phonetic] is the wife of
2 Christopher Davis.

3 THE COURT: Okay.

4 MR. SOLOMON: Not at the time of this.

5 THE COURT: Okay. All right.

6 MR. BARNEY: Yes. And, in fact, it's clear that
7 they understood she was a beneficiary because in their
8 Opposition to our Motion to Dismiss, they actually notice -
9 - they took to notice her, okay, but they hadn't previously
10 done so. Okay. It's clear that she did not consent to
11 this.

12 There also wasn't an acting Alaska Trustee at that
13 point to consent to the transfer. Mr. Solomon presented
14 evidence that was very clear that on December 5th that
15 Alaska Trust USA tendered their resignation and was no
16 longer the Trustee at that point. Then, allegedly, in
17 February, the first amendment was produced wherein the
18 change in situs occurred, allegedly, and a new Trustee was
19 appointed in that same document.

20 Now, Your Honor, that begs the question: How
21 could a Nevada Trustee based in Nevada who could only
22 operate within that situs be the Trustee that referred to
23 in the trust but had to receive counsel before they made
24 the change in situs that would also make the amendment
25 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 Liability 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
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.

Jacqueline Miller
Notary Public
My Commission Expires: 5-1-2017

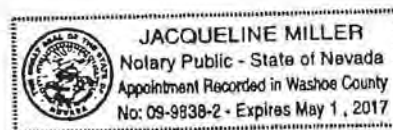


EXHIBIT A

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
Shanna Coressel, Trust Officer, Member

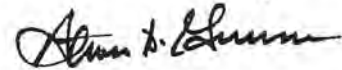
This Exhibit or a copy of it must be prepared and signed by the Member(s) each time an additional contribution is made to the Company, and/or each time a transfer of Membership Interest is made between or among Members in order to keep Membership Interests up to date for voting and distribution purposes. 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

1 DECL
2 Tarja Davis
3 3005 North Beverly Glen Circle
4 Los Angeles, California 90077
5 Appearing Pro Per


CLERK OF THE COURT

6
7 DISTRICT COURT
8 CLARK COUNTY, NEVADA

9 In the Matter of:

Case No.: P-15-083867-T

10 The Beatrice B. Davis Family Heritage Trust,

11 dated July 28, 2000

Dept. 26

12
13 DECLARATION OF TARJA DAVIS

14
15 I, Tarja Davis, do hereby declare under penalty of perjury the following:

- 16 1. I am over the age of majority, and my current address is 3005 North Beverly Glen Circle
17 in Los Angeles California, 90077.
18 2. I am the wife of Christopher D. Davis.
19 3. Christopher D. Davis and I were married on February 22, 2012 in Los Angeles County
20 and I have attached a copy of my marriage certificate to this affidavit.
21 4. We have been living together since our marriage to one another in 2012.
22 5. As the spouse of the Christopher D. Davis, I am a beneficiary of The Beatrice B. Davis
23 Family Heritage Trust dated July 28, 2000, an Alaska Trust.
24 6. I was not informed of any amendment to The Beatrice B. Davis Family Heritage Trust
25 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.

DECLARATION OF TARJA DAVIS - I

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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

(1) TARA WILSON, AKA TARA DAVIS

Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(and

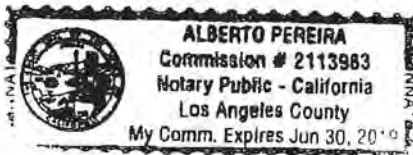
(2)

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



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

Date of Type of Document

Declaration of Tara Davis

Number of Pages

Number of Pages

Page 1 of 1

Page 1 of 1

NOTARY PUBLIC
TOP OF THUMB HERE

NOTARY PUBLIC
TOP OF THUMB HERE

Exhibit 1

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORDS

COUNTY OF LOS ANGELES • REGISTRAR-RECORDER/COUNTY CLERK

CONFIDENTIAL
 LICENSE AND CERTIFICATE OF MARRIAGE 520219002502
 MUST BE LEGIBLE - MAKE NO ERASURES, WHITEOUTS, OR OTHER ALTERATIONS
 USE DARK INK ONLY

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER	
1A FIRST NAME TARJA		1B MIDDLE MOORE	
1C CURRENT LAST WAINWRIGHT		1D LAST NAME AT BIRTH (IF DIFFERENT THAN 1C) CANDELIN	
2 DATE OF BIRTH (MM/DD/YYYY) 04/26/1964	3 STATE/COUNTRY OF BIRTH FINLAND	4 PREVIOUS MARRIAGES (GROSS) 01	5A LAST MARRIAGE (GROSS) ENDED BY DEATH (YES/NO) <input type="checkbox"/> ANNULMENT (YES/NO) <input type="checkbox"/> DIVORCE (YES/NO) <input type="checkbox"/> DATE ENDED (MM/DD/YYYY) 09/17/2010
6 ADDRESS 2220 COLDWATER CANYON	7 CITY BEVERLY HILLS	8 STATE/COUNTRY CALIFORNIA	9 ZIP CODE 90210
10A FULL BIRTH NAME OF FATHER/PARENT ILMO CANDELIN		10B STATE OF BIRTH (IF OUTSIDE U.S. ENTER COUNTRY) FINLAND	
11A FULL BIRTH NAME OF MOTHER/PARENT PIRKKO RAAVAARA		11B STATE OF BIRTH OF OUTSIDE U.S. ENTER COUNTRY FINLAND	
12A FIRST NAME CHRISTOPHER		12B MIDDLE DEAN	
12C CURRENT LAST DAVIS		12D LAST NAME AT BIRTH (IF DIFFERENT THAN 12C) DAVIS	
13 DATE OF BIRTH (MM/DD/YYYY) 05/20/1951	14 STATE/COUNTRY OF BIRTH MISSOURI	15 PREVIOUS MARRIAGES (GROSS) 01	16A LAST MARRIAGE (GROSS) ENDED BY DEATH (YES/NO) <input type="checkbox"/> ANNULMENT (YES/NO) <input type="checkbox"/> DIVORCE (YES/NO) <input type="checkbox"/> DATE ENDED (MM/DD/YYYY) 08/15/2011
17 ADDRESS 2220 COLDWATER CANYON	18 CITY BEVERLY HILLS	19 STATE/COUNTRY CALIFORNIA	20 ZIP CODE 90210
21A FULL BIRTH NAME OF FATHER/PARENT ILUS WINFIELD DAVIS		21B STATE OF BIRTH (IF OUTSIDE U.S. ENTER COUNTRY) MISSOURI	
22A FULL BIRTH NAME OF MOTHER/PARENT SEATRICE BUTCHING		22B STATE OF BIRTH (IF OUTSIDE U.S. ENTER COUNTRY) MISSOURI	
1. 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. WORK 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. 2. SIGNATURE OF PERSON LISTED IN FIELDS 1A-1D 3. SIGNATURE OF PERSON LISTED IN FIELDS 1E-1H			
I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE ABOVE-NAMED PARTIES TO BE MARRIED HAVE PERSONALLY APPEARED BEFORE ME AND PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS CLAIMED, OR THAT THE PERSON PERFORMING THE CEREMONY HAS PERSONALLY APPEARED BEFORE 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 302, THE PARTIES HAVE FURTHER DECLARED THAT THEY MEET ALL OF THE REQUIREMENTS OF THE LAW, AND HAVING PAID THE FEE PRESCRIBED BY LAW, AUTHORIZATION AND LICENSE IN HERETO 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 302. NOTE: THE MARRIAGE CEREMONY MUST TAKE PLACE IN THE CALIFORNIA COUNTY IN WHICH THE LICENSE WAS ISSUED AS IDENTIFIED IN ITEM 28F ABOVE.			
23A ISSUE DATE (MM/DD/YYYY) 02/14/2012	23B EXPIRES AFTER (MM/DD/YYYY) 05/13/2012	23C NAME OF COUNTY CLERK DEAN C. LOGAN	23D SIGNATURE OF CLERK OR DEPUTY CLERK [Signature]
25A MARRIAGE LICENSE NUMBER B C016479	25B COUNTY OF ISSUE LOS ANGELES	25C RETURN COMPLETED MARRIAGE LICENSE TO (INCLUDE ADDRESS) P.O. BOX 53120, L.A., CA 90053-0120	
26A STATE OF CALIFORNIA, COUNTY OF		26B TYPED NAME OF NOTARY	26C AFFIX NOTARY SEAL
SUBSCRIBED AND SWORN TO (OR AFFIRMED) BEFORE ME ON THIS ____ DAY OF ____ 20____ BY I, THE UNDERSIGNED, 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 28F ABOVE.			
27A DATE OF MARRIAGE (MM/DD/YYYY) 02/22/2012		27B CITY OF MARRIAGE Beverly Hills	27C COUNTY OF MARRIAGE LOS ANGELES
28A SIGNATURE OF PERSON SOLEMNIZING MARRIAGE [Signature]		28B RELIGIOUS DENOMINATION (IF CLERGY) Universal Life	
28C NAME OF PERSON SOLEMNIZING MARRIAGE (TYPE OR PRINT CLEARLY) Nancy Claiborne		28D OFFICIAL TITLE Minister	
28E ADDRESS, CITY, STATE/COUNTRY, AND ZIP CODE 12015 Kling Street, Studio City, CA 91607			
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 TARJA	29B MIDDLE WAINWRIGHT	29C LAST DAVIS	
30A FIRST - MUST BE SAME AS 1E CHRISTOPHER	30B MIDDLE DEAN	30C LAST DAVIS	
31A NAME OF COUNTY CLERK DEAN C. LOGAN		31B SIGNATURE OF CLERK OR DEPUTY CLERK [Signature]	31C DATE ACCEPTED FOR REGISTRATION MAR 08 2012

STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC HEALTH, OFFICE OF VITAL RECORDS

VS-423 (1/10/2010)

This is to certify that this document is a true copy of the official record filed with the Registrar-Recorder/County Clerk.

Dean C. Logan
 DEAN C. LOGAN
 Registrar-Recorder/County Clerk

SEP 4 2012

001870239

This copy not valid unless prepared on engraved border displaying the Seal and Signature of the Registrar-Recorder/County Clerk.
 PREPARED BY: 11

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Exhibit 4

Exhibit 4

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



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msolomon@sdfnlaw.com
Joshua M. Hood, Esq.
Nevada Bar No. 12777
jhood@sdfnlaw.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.

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)

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

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

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 INTENTIONALLY BLANK]

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

ALASKA USA TRUST COMPANY

By: [Signature]
Name: Janet K. Tempel
Title: Senior Trust Officer

DUNHAM TRUST COMPANY

By: [Signature]
Name: Shanna Corrad
Title: Trust Officer

MANDATORY AND DISCRETIONARY
BENEFICIARIES

[Signature]
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
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

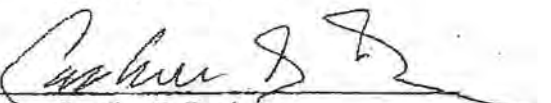
By: _____

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 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

\$1,377.50

Total New Charges
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

Janet Tempel
Bea Davis Family Heritage Trust
c/o Alaska USA Trust Company
P.O. Box 196757
Anchorage, AK 99519-6757

24,309.03

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 Dunham 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
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Expenses

1/30/2014	Outside Counsel - Oseran, Hahn, Spring, Straight & Watts, P.S.	\$700.00
Total Expenses		\$700.00