

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

4 CHRISTOPHER D. DAVIS,

5 Appellant,

6 v.

7 CAROLINE DAVIS,

8 Respondent.  
9  
10

Case No.: 68542 Electronically Filed  
Mar 07 2016 11:03 a.m.  
Eighth Judicial District Court  
Case No.: P-15-08586-1, Lindeman  
the Beatrice B. Davis Family Herit  
age Trust, dated July 28, 2000) Clerk of Supreme Court

11 **RESPONDENT'S APPENDIX**  
12 **VOLUME 2**  
13 **TO**  
14 **RESPONDENT'S ANSWERING BRIEF**

15 SOLOMON DWIGGINS & FREER, LTD.  
16 Mark A. Solomon, Esq. Bar No. 0418  
17 Joshua M. Hood, Esq., Bar No. 12777  
18 9060 West Cheyenne Avenue  
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20 Telephone: 702/853-5483  
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22 This Respondents' Appendix is provided in accordance with NRCP 30(b)(3).  
23

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**EIGHTH JUDICIAL DISTRICT COURT  
CLERK OF THE COURT**

REGIONAL JUSTICE CENTER  
200 LEWIS AVENUE, 3<sup>rd</sup> FL.  
LAS VEGAS, NEVADA 89155-1160  
(702) 671-4554

Electronically Filed  
Jan 05 2016 08:15 a.m.  
Tracie K. Lindeman  
Clerk of Supreme Court

Steven D. Grierson  
Clerk of the Court

Brandi J. Wendel  
Court Division Administrator

January 4, 2016

Tracie Lindeman  
Clerk of the Court  
201 South Carson Street, Suite 201  
Carson City, Nevada 89701-4702

RE: In the Matter of the Trust of: THE BEATRICE DAVIS HERITAGE TRUST  
**S.C. CASE: 68542 c/w 68948**  
D.C. CASE: P083867

Dear Ms. Lindeman:

Pursuant to your Order, dated December 9, 2015, enclosed is a certified copy of the Order Granting Motion to Amend May 19, 2015 Order and Denying Petition for Reconsideration filed December 31, 2015 and the Notice of Entry of Order filed December 31, 2015 in the above referenced case. If you have any questions regarding this matter, please do not hesitate to contact me at (702) 671-0512.

Sincerely,  
STEVEN D. GRIERSON, CLERK OF THE COURT

A handwritten signature in black ink, appearing to read "Heather Ungermann", is written over a horizontal line.

Heather Ungermann, Deputy Clerk

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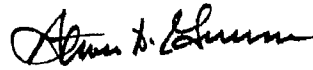


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*Attorneys for Caroline Davis, Petitioner*

Electronically Filed  
12/31/2015 09:42:34 AM

  
CLERK OF THE COURT

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

In the Matter of:

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

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

Hearing Date: September 2, 2015  
Hearing Time: 9:00 A.M.

**ORDER GRANTING MOTION TO AMEND MAY 19, 2015 ORDER AND DENYING  
PETITION FOR RECONSIDERATION**

This matter initially came on for hearing on April 22, 2015 on Caroline D. Davis' *Petition To Assume Jurisdiction Over The Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, As Amended On February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis As Investment Trust Advisor And Stephen K. Lehnardt As Distribution Trust Advisor; To Confirm Dunham Trust As Directed Trustee; And For Immediate Disclosure Of Documents And Information From Christopher D. Davis* (the "Petition To Assume Jurisdiction") and Christopher D. Davis' *Motion To Dismiss Pursuant to NRCP 12(b) And NRCP 19* (the "Motion To Dismiss"). Counsel for Caroline D. Davis, Mark A. Solomon, Esq. and Joshua M. Hood, Esq.; counsel for Christopher D. Davis, Anthony L. Barney, Esq. and Harriet H. Roland, Esq.; counsel for Dunham Trust Company, Charlene N. Renwick, Esq., and counsel for Stephen K. Lehnardt, Jonathan W. Barlow, Esq., were present at the April 22, hearing.

1 This matter subsequently came on for hearing on September 2, 2015 on Christopher D.  
2 Davis' *Petition For Reconsideration Of The Order Dated May 19, 2015 Re: Petition To Assume*  
3 *Jurisdiction Over Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, As Amended On*  
4 *February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis As Investment Trust*  
5 *Advisor And Stephen K. Lehnardt As Distribution Trust Advisor; To Confirm Dunham Trust As*  
6 *Directed Trustee; And For Immediate Disclosure Of Documents And Information From*  
7 *Christopher D. Davis* (the "Petition For Reconsideration") and Caroline D. Davis' *Motion To*  
8 *Amend Or Modify Order Pursuant to NRCP 60(b)(3)* (the "Motion To Amend May 19, 2015  
9 Order"). Counsel for Caroline D. Davis, Mark A. Solomon, Esq. and Joshua M. Hood, Esq.;  
10 counsel for Christopher D. Davis, Anthony L. Barney, Esq. and Harriet H. Roland, Esq.; and  
11 counsel for Dunham Trust Company, Charlene N. Renwick, Esq. were present at the September 2,  
12 2015 hearing.

13 The Court having reviewed the pleadings, examined the evidence, and heard the  
14 arguments of counsel, and for good cause appearing makes the following Findings and Orders:

15 **FINDINGS**

16 1. Due and legal notice of the time and place of the aforementioned hearings has been  
17 given in this matter as required by law.

18 2. On April 22, 2015, a hearing was held in the Eighth Judicial District Court (the  
19 "District Court") on Caroline D. Davis' Petition To Assume Jurisdiction, filed on February 10,  
20 2015, and Christopher D. Davis' Motion To Dismiss, filed on March 3, 2015.

21 3. In his Reply to Caroline D. Davis' Opposition to the Motion To Dismiss, which  
22 was filed only two (2) days before the April 22, 2015 hearing, Christopher D. Davis first raised  
23 the following issues:

24 (a) Tarja Davis, Christopher D. Davis' wife, was a beneficiary of the Beatrice B.  
25 Davis Family Heritage Trust, dated July 28, 2000 (the "Trust") and did not consent  
26 to the execution of the First Amendment or the transfer in situs;

27 (b) Alaska USA Trust Company, the prior trustee, resigned prior to the execution of  
28 the First Amendment to the Trust, dated February 24, 2014 (the "First



- 1 Amendment”), and did not provide its consent to execution of the First  
2 Amendment or the transfer in situs; and
- 3 (c) No advice of counsel was obtained for Alaska USA Trust Company prior to the  
4 execution of the First Amendment.
- 5 4. The District Court, at the April 22, 2015 Hearing, assumed jurisdiction over the  
6 Trust under the theory of “constructive trust”, more accurately called a “*de facto trust*”, because:
- 7 (a) Stephen K. Lehnardt, the Trust Protector; Dunham Trust Company, located in  
8 Reno, Nevada (“Dunham”); and the Trust’s beneficiaries, namely, (i) Christopher  
9 D. Davis; (ii) Caroline D. Davis; (iii) and Winfield B. Davis, all consented to the  
10 execution of the First Amendment and to the transfer of the Trust’s situs from  
11 Alaska to Nevada;
- 12 (b) Based upon a good faith reliance of the validity of the First Amendment, Dunham  
13 accepted tenure as Directed Trustee of the Trust and Alaska USA Trust Company  
14 resigned as Trustee;
- 15 (c) Based upon such good faith reliance of the validity of the First Amendment,  
16 Dunham had been administering the Trust in Nevada for more than one (1) year;
- 17 (d) Based upon a good faith reliance of the validity of the First Amendment,  
18 Christopher D. Davis accepted his appointment as Investment Trust Advisor  
19 pursuant to NRS 163.5543;
- 20 (e) Based upon a good faith reliance of the validity of the First Amendment, Stephen  
21 K. Lehnardt accepted his appointment as Distribution Trust Advisor pursuant to  
22 NRS 163.5537;
- 23 (f) Dunham thereafter created FHT Holdings, LLC, a Nevada limited liability  
24 company wholly owned by the Trust, and appointed Christopher D. Davis as the  
25 sole Manager thereof;
- 26 (g) Christopher D. Davis has been acting as Investment Trust Advisor since his  
27 acceptance of such position;
- 28

- 1 (h) Christopher D. Davis has been acting as sole Manager of FHT Holdings, LLC  
2 since his appointment of such position;
- 3 (i) There is no trustee in Alaska now serving, but rather, Dunham is currently serving  
4 as Directed Trustee in Nevada; and
- 5 (j) The Court had no evidence before it, ~~namely an affidavit~~ of any other purported  
6 beneficiary, that any other beneficiary was entitled to take under the Trust, and,  
7 therefore entitled to notice or that such beneficiary's consent was required to  
8 Transfer of the Trust's situs from Alaska to Nevada.

9 5. The District Court noted that it was appropriate to assume jurisdiction over the  
10 Trust and its fiduciaries, Dunham and Christopher D. Davis, as all parties consented to the  
11 execution of the First Amendment and to the transfer of the Trust's situs from Alaska to Nevada,  
12 and all parties before the Court acted upon a good faith reliance with respect to the validity of the  
13 First Amendment.

14 6. The District Court's Order, dated May 19, 2015, which was subsequently filed on  
15 June 24, 2015 (the "May 19, 2015 Order"), assumed jurisdiction over the Trust to ensure that the  
16 Trust was properly within a competent jurisdiction, and further to ensure that the Trust was not  
17 adrift in that it would be left without a trustee.

18 7. The May 19, 2015 Order confirmed Christopher D. Davis as Investment Trust  
19 Advisor and further required the production of all information in his possession, custody or  
20 control in his role as Investment Trust Advisor, and in his role as Manager of FHT Holdings,  
21 LLC, a Nevada limited liability company wholly owned by the Trust.

22 8. The District Court has now been presented with evidence in the form of a  
23 Declaration of Tarja Davis, Christopher D. Davis' wife, indicating that Tarja Davis was married  
24 to Christopher D. Davis on February 22, 2012, and that they were married on February 24, 2014,  
25 that date the First Amendment was executed.

26 9. In response to the issues raised by Christopher D. Davis' in his Reply and the  
27 Petition For Reconsideration, Caroline D. Davis submitted the following to the District Court:  
28

- 1 (a) Article 14, Section 1(j) of the Trust, which specifically defines the term "spouse",  
2 requiring the marital union of a beneficiary and his or her spouse, if entered into  
3 following the signing date of the Trust, to exist continuously for a period of ten  
4 (10) years before such beneficiary's spouse can qualify as a "spouse" under the  
5 Trust;  
6 (b) The Declaration Of Tarja Davis indicating that Tarja Davis and Christopher were  
7 married following the signing date of the Trust, and have not been married for ten  
8 (10) continuous years;  
9 (c) A Resignation, Release, Acknowledgement, Consent And Indemnification, dated  
10 February 24, 2014, with "RECITALS" providing that Alaska USA Trust Company  
11 was the currently serving Trustee on the date the First Amendment was executed  
12 and that Alaska USA Trust Company, as the Trustee, expressly consented to the  
13 transfer of situs from Alaska to Nevada, which RECITAL is conclusively  
14 presumed true under NRS 47.240(2);  
15 (d) An Email from Dennis Brislawn, Esq. to: (i) Ms. Davis' counsel, Joshua M. Hood,  
16 Esq.; (ii) Shanna Corressel, Trust Office for Dunham; (iii) Stephen K. Lehnardt,  
17 Trust Protector and Distribution Trust Advisor; and (iv) Ms. Davis, beneficiary of  
18 the Trust, indicating that he had communicated with both Alaska USA Trust  
19 Company and Dunham and provided an opinion of counsel; and  
20 (e) An opinion of counsel drafted by Dennis Brislawn, Esq. pursuant Article 14,  
21 Section 6 of the Trust, indicating that Nevada met the requirements of an  
22 appropriate jurisdiction for the Trust, and that Nevada was, in fact, the superior  
23 state for jurisdiction at the time.  
24 10. Christopher D. Davis did not present sufficient new evidence or legal basis to  
25 reconsider the May 19, 2015 Order.  
26 11. Sufficient evidence has been submitted to the District Court that the First  
27 Amendment, and consequently the transfer of the Trust's situs, was valid.  
28





12. Upon submission of Caroline D. Davis' showing regarding the validity of the First Amendment and the proper transfer of the Trust's situs giving rise to the District Court's authority to assume jurisdiction, the burden shifted to Christopher D. Davis to prove the invalidity of the First Amendment and the transfer of situs.

13. Christopher D. Davis has not presented any evidence to support his contentions regarding the invalidity of the First Amendment raised in his Reply and in his Petition For Reconsideration.

14. Because Christopher D. Davis did not provide sufficient cause, the Petition For Reconsideration should be denied.

15. *In personam* jurisdiction over Christopher D. Davis, as Manager of FHT Holdings, LLC, was also proper under Fulbright & Jaworski v. Eighth Jud. Dist. Ct., 342 P.3d 997 (Nev. 2015) and Viega GmbH v. Eighth Jud. Dist. Ct., 328 P.3d 1152 (Nev. 2014), as he is the current sole Manager of FHT Holdings, LLC, a Nevada limited liability company, doing business in Clark County, Nevada, whose membership interest is wholly owned by the Trust and under management by Christopher D. Davis, as Investment Trust Advisor.

16. The Court clarified the interlineations contained in the May 19, 2015 Order, and the provision containing such interlineations should read as follows: "IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition for Immediate Disclosure of Documents and Information From Christopher D. Davis is granted as to all information in his possession, custody, or control in his role as Investment Trust Advisor, and in his role as Manager of FHT Holdings, LLC."

17. On July 30, 2015, Christopher D. Davis filed his Notice Of Appeal and Case Statement, divesting the District Court of jurisdiction to further entertain any motions. Notwithstanding, the District Court retains limited jurisdiction to entertain a party's motion to alter, vacate or modify an order, hold a hearing on any such motions, and to certify its intent to grant such requested relief if the matter is subsequently remanded pursuant to Huneycutt v. Huneycutt, 94 Nev. 79, 575 P.2d 585 (1978) and Foster v. Dingwall, 126 Nev. 49, 228 P.3d 453 (2010).



18. Because sufficient evidence supporting the validity of the First Amendment, as well as the proper transfer of the Trust's situs from Alaska to Nevada has been submitted, the District Court certified its intent to assume jurisdiction over the Trust as a proceeding *in rem* pursuant to NRS 164.010 should the matter be remanded from the Supreme Court back to the District Court.

19. The District Court executed its Certification Of Intent To Amend Order on October 14, 2015, which was subsequently filed with the District Court on October 23, 2015.

20. On October 19, 2015 Caroline D. Davis filed her Motion For Remand To The Eighth Judicial District Court (the "Motion For Remand").

21. On December, 9, 2015, the Nevada Supreme Court filed an Order (the "December 9, 2015 Order") granting the Motion For Remand for the limited purpose of allowing the District Court to enter its Amended Order.

#### ORDER

As the Nevada Supreme Court has now remanded this matter back to the District Court for the purpose of allowing the District Court to amend the May 19, 2015 Order, the District Court hereby, grants the Motion To Amend May 19, 2015 Order, and amends the May 19, 2015 Order as follows:

**IT IS HEREBY ORDERED** that Christopher D. Davis' *Petition for Reconsideration of the Order Dated May 19, 2015 Re: Petition to Assume Jurisdiction over the Beatrice B Davis Family Heritage Trust Dated July 28, 2000, as Amended on February 24, 2014, to Assume Jurisdiction over Christopher D Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee, and for Immediate Disclosure of Documents and Information from Christopher D Davis* is **DENIED** in its entirety.

**IT IS HEREBY FURTHER ORDERED** that the Court assumes jurisdiction over the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as Amended on February 24, 2014, as a proceeding *in rem* pursuant to NRS 164.010.

1           **IT IS HEREBY FURTHER ORDERED** that Dunham Trust Company is confirmed as  
2 the Directed Trustee.

3           **IT IS HEREBY FURTHER ORDERED** that Christopher D. Davis is confirmed as the  
4 Investment Trust Advisor.

5           **IT IS HEREBY FURTHER ORDERED** that the Court shall abstain from assuming  
6 jurisdiction over Stephen K. Lehnardt, in his capacity as Distribution Trust Advisor, until such  
7 time that Caroline D. Davis provides a more definite statement or otherwise asserts a demand or  
8 claim for relief against Stephen K. Lehnardt, in his capacity as Distribution Trust Advisor, at  
9 which time this Court may assume personal jurisdiction over him.

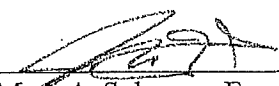
10           **IT IS HEREBY FURTHER ORDERED** that the Christopher D. Davis shall forthwith  
11 produce to Caroline D. Davis' counsel any and all information in his possession, custody, or  
12 control in his role as Investment Trust Advisor, and in his role as Manager of FHT Holdings,  
13 LLC.

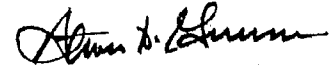
14           **IT IS HEREBY FURTHER ORDERED** that this Order shall amend the Court's Order  
15 of May 19, 2015 consistent herewith.

16           Dated this 29<sup>th</sup> day of December, 2015.

17  
18   
19 \_\_\_\_\_  
20 DISTRICT COURT JUDGE

21 **Prepared and submitted by:**  
22 **SOLOMON DWIGGINS & FREER, LTD.**

23   
24 \_\_\_\_\_  
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26 Joshua M. Hood, Esq. (Bar No. 12777)  
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*Attorneys for Caroline D. Davis*

  
CLERK OF THE COURT

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11 *Attorneys for Caroline Davis, Petitioner*

12 **DISTRICT COURT**  
13 **CLARK COUNTY, NEVADA**

14 In the Matter of:

Case No.: P-15-083867-T  
Dept.: 26

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

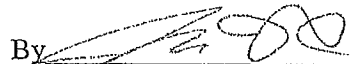
18 **NOTICE OF ENTRY OF ORDER**

19 TO ALL INTERESTED PARTIES:

20 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE, that an ORDER  
21 GRANTING MOTION TO AMEND MAY 19, 2015 ORDER AND DENYING PETITION FOR  
22 RECONSIDERATION was entered this 31st day of December, 2015, a copy of which is attached  
23 hereto.

24 DATED this 31st day of December, 2015.

25 SOLOMON DWIGGINS & FREER, LTD.

26 By   
27 Mark A. Solomon, Esq., Bar No. 0418  
28 Joshua M. Hood, Esq., Bar No. 12777  
9060 West Cheyenne Avenue  
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SOLOMON  
DWIGGINS & FREER  
TRUST AND ESTATE ATTORNEYS

CERTIFICATE OF SERVICE

I hereby certify that on the 31st day of December, 2015, I mailed a true and correct copy of the above and foregoing NOTICE OF ENTRY OF ORDER (Granting Motion to Amend May 19, 2015 Order and Denying Petition for Reconsideration to the following persons at their last known address, by depositing a copy of the same in the United States Mail, addressed as follows and further did eserve via the Court's electronic system to those listed on the service page of the Wiznet System pursuant to EDCR 8.05(a), 8.05(f) and Rule 9 of NEFCR:

Tarja Davis  
3005 North Beverly Glen Circle  
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514 West 26<sup>th</sup> Street, ##F  
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Registered Agent Solutions, Inc  
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A Nevada Limited Liability Company  
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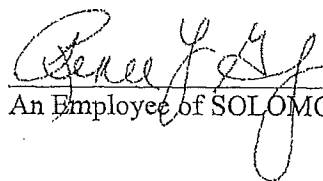
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18 Attorneys for Dunham Trust

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24 Attorneys for Stephen Lenhardt

  
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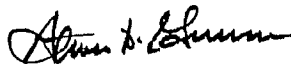


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13 *Attorneys for Caroline Davis, Petitioner*

Electronically Filed  
12/31/2015 09:42:34 AM



CLERK OF THE COURT

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  
13 amended on February 24, 2014

Hearing Date: September 2, 2015  
Hearing Time: 9:00 A.M.

14 **ORDER GRANTING MOTION TO AMEND MAY 19, 2015 ORDER AND DENYING**  
15 **PETITION FOR RECONSIDERATION**

16 This matter initially came on for hearing on April 22, 2015 on Caroline D. Davis' *Petition*  
17 *To Assume Jurisdiction Over The Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000,*  
18 *As Amended On February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis As*  
19 *Investment Trust Advisor And Stephen K. Lehnardt As Distribution Trust Advisor; To Confirm*  
20 *Dunham Trust As Directed Trustee; And For Immediate Disclosure Of Documents And*  
21 *Information From Christopher D. Davis (the "Petition To Assume Jurisdiction") and Christopher*  
22 *D. Davis' Motion To Dismiss Pursuant to NRCP 12(b) And NRCP 19 (the "Motion To Dismiss").*  
23 Counsel for Caroline D. Davis, Mark A. Solomon, Esq. and Joshua M. Hood, Esq.; counsel for  
24 Christopher D. Davis, Anthony L. Barney, Esq. and Harriet H. Roland, Esq.; counsel for Dunham  
25 Trust Company, Charlene N. Renwick, Esq., and counsel for Stephen K. Lehnardt, Jonathan W.  
26 Barlow, Esq., were present at the April 22, hearing.

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9 Order"). Counsel for Caroline D. Davis, Mark A. Solomon, Esq. and Joshua M. Hood, Esq.;  
10 counsel for Christopher D. Davis, Anthony L. Barney, Esq. and Harriet H. Roland, Esq.; and  
11 counsel for Dunham Trust Company, Charlene N. Renwick, Esq. were present at the September 2,  
12 2015 hearing.

13 The Court having reviewed the pleadings, examined the evidence, and heard the  
14 arguments of counsel, and for good cause appearing makes the following Findings and Orders:

15 FINDINGS

16 1. Due and legal notice of the time and place of the aforementioned hearings has been  
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18 2. On April 22, 2015, a hearing was held in the Eighth Judicial District Court (the  
19 "District Court") on Caroline D. Davis' *Petition To Assume Jurisdiction*, filed on February 10,  
20 2015, and Christopher D. Davis' *Motion To Dismiss*, filed on March 3, 2015.

21 3. In his Reply to Caroline D. Davis' Opposition to the Motion To Dismiss, which  
22 was filed only two (2) days before the April 22, 2015 hearing, Christopher D. Davis first raised  
23 the following issues:

24 (a) Tarja Davis, Christopher D. Davis' wife, was a beneficiary of the Beatrice B.  
25 Davis Family Heritage Trust, dated July 28, 2000 (the "Trust") and did not consent  
26 to the execution of the First Amendment or the transfer in situs;

27 (b) Alaska USA Trust Company, the prior trustee, resigned prior to the execution of  
28 the First Amendment to the Trust, dated February 24, 2014 (the "First



Amendment”), and did not provide its consent to execution of the First Amendment or the transfer in situs; and

- (c) No advice of counsel was obtained for Alaska USA Trust Company prior to the execution of the First Amendment.

4. The District Court, at the April 22, 2015 Hearing, assumed jurisdiction over the Trust under the theory of “constructive trust”, more accurately called a “*de facto trust*”, because:

- (a) Stephen K. Lehnardt, the Trust Protector; Dunham Trust Company, located in Reno, Nevada (“Dunham”); and the Trust’s beneficiaries, namely, (i) Christopher D. Davis; (ii) Caroline D. Davis; (iii) and Winfield B. Davis, all consented to the execution of the First Amendment and to the transfer of the Trust’s situs from Alaska to Nevada;
- (b) Based upon a good faith reliance of the validity of the First Amendment, Dunham accepted tenure as Directed Trustee of the Trust and Alaska USA Trust Company resigned as Trustee;
- (c) Based upon such good faith reliance of the validity of the First Amendment, Dunham had been administering the Trust in Nevada for more than one (1) year;
- (d) Based upon a good faith reliance of the validity of the First Amendment, Christopher D. Davis accepted his appointment as Investment Trust Advisor pursuant to NRS 163.5543;
- (e) Based upon a good faith reliance of the validity of the First Amendment, Stephen K. Lehnardt accepted his appointment as Distribution Trust Advisor pursuant to NRS 163.5537;
- (f) Dunham thereafter created FHT Holdings, LLC, a Nevada limited liability company wholly owned by the Trust, and appointed Christopher D. Davis as the sole Manager thereof;
- (g) Christopher D. Davis has been acting as Investment Trust Advisor since his acceptance of such position;

- 1 (h) Christopher D. Davis has been acting as sole Manager of FHT Holdings, LLC  
2 since his appointment of such position;  
3 (i) There is no trustee in Alaska now serving, but rather, Dunham is currently serving  
4 as Directed Trustee in Nevada; and  
5 (j) The Court had no evidence before it, namely an affidavit of any other purported  
6 beneficiary, that any other beneficiary was entitled to take under the Trust, and,  
7 therefore entitled to notice or that such beneficiary's consent was required to  
8 Transfer of the Trust's situs from Alaska to Nevada.

9 5. The District Court noted that it was appropriate to assume jurisdiction over the  
10 Trust and its fiduciaries, Dunham and Christopher D. Davis, as all parties consented to the  
11 execution of the First Amendment and to the transfer of the Trust's situs from Alaska to Nevada,  
12 and all parties before the Court acted upon a good faith reliance with respect to the validity of the  
13 First Amendment.

14 6. The District Court's Order, dated May 19, 2015, which was subsequently filed on  
15 June 24, 2015 (the "May 19, 2015 Order"), assumed jurisdiction over the Trust to ensure that the  
16 Trust was properly within a competent jurisdiction, and further to ensure that the Trust was not  
17 adrift in that it would be left without a trustee.

18 7. The May 19, 2015 Order confirmed Christopher D. Davis as Investment Trust  
19 Advisor and further required the production of all information in his possession, custody or  
20 control in his role as Investment Trust Advisor, and in his role as Manager of FHT Holdings,  
21 LLC, a Nevada limited liability company wholly owned by the Trust.

22 8. The District Court has now been presented with evidence in the form of a  
23 Declaration of Tarja Davis, Christopher D. Davis' wife, indicating that Tarja Davis was married  
24 to Christopher D. Davis on February 22, 2012, and that they were married on February 24, 2014,  
25 that date the First Amendment was executed.

26 9. In response to the issues raised by Christopher D. Davis' in his Reply and the  
27 Petition For Reconsideration, Caroline D. Davis submitted the following to the District Court:  
28

- 1 (a) Article 14, Section 1(j) of the Trust, which specifically defines the term "spouse",  
2 requiring the marital union of a beneficiary and his or her spouse, if entered into  
3 following the signing date of the Trust, to exist continuously for a period of ten  
4 (10) years before such beneficiary's spouse can qualify as a "spouse" under the  
5 Trust;  
6 (b) The Declaration Of Tarja Davis indicating that Tarja Davis and Christopher were  
7 married following the signing date of the Trust, and have not been married for ten  
8 (10) continuous years;  
9 (c) A Resignation, Release, Acknowledgement, Consent And Indemnification, dated  
10 February 24, 2014, with "RECITALS" providing that Alaska USA Trust Company  
11 was the currently serving Trustee on the date the First Amendment was executed  
12 and that Alaska USA Trust Company, as the Trustee, expressly consented to the  
13 transfer of situs from Alaska to Nevada, which RECITAL is conclusively  
14 presumed true under NRS 47.240(2);  
15 (d) An Email from Dennis Brislawn, Esq. to: (i) Ms. Davis' counsel, Joshua M. Hood,  
16 Esq.; (ii) Shanna Corressel, Trust Office for Dunham; (iii) Stephen K. Lehnardt,  
17 Trust Protector and Distribution Trust Advisor; and (iv) Ms. Davis, beneficiary of  
18 the Trust, indicating that he had communicated with both Alaska USA Trust  
19 Company and Dunham and provided an opinion of counsel; and  
20 (e) An opinion of counsel drafted by Dennis Brislawn, Esq. pursuant Article 14,  
21 Section 6 of the Trust, indicating that Nevada met the requirements of an  
22 appropriate jurisdiction for the Trust, and that Nevada was, in fact, the superior  
23 state for jurisdiction at the time.  
24 10. Christopher D. Davis did not present sufficient new evidence or legal basis to  
25 reconsider the May 19, 2015 Order.  
26 11. Sufficient evidence has been submitted to the District Court that the First  
27 Amendment, and consequently the transfer of the Trust's situs, was valid.  
28

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12. Upon submission of Caroline D. Davis' showing regarding the validity of the First Amendment and the proper transfer of the Trust's situs giving rise to the District Court's authority to assume jurisdiction, the burden shifted to Christopher D. Davis to prove the invalidity of the First Amendment and the transfer of situs.

13. Christopher D. Davis has not presented any evidence to support his contentions regarding the invalidity of the First Amendment raised in his Reply and in his Petition For Reconsideration.

14. Because Christopher D. Davis did not provide sufficient cause, the Petition For Reconsideration should be denied.

15. *In personam* jurisdiction over Christopher D. Davis, as Manager of FHT Holdings, LLC, was also proper under Fulbright & Jaworski v. Eighth Jud. Dist. Ct., 342 P.3d 997 (Nev. 2015) and Viega GmbH v. Eighth Jud. Dist. Ct., 328 P.3d 1152 (Nev. 2014), as he is the current sole Manager of FHT Holdings, LLC, a Nevada limited liability company, doing business in Clark County, Nevada, whose membership interest is wholly owned by the Trust and under management by Christopher D. Davis, as Investment Trust Advisor.

16. The Court clarified the interlineations contained in the May 19, 2015 Order, and the provision containing such interlineations should read as follows: "IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition for Immediate Disclosure of Documents and Information From Christopher D. Davis is granted as to all information in his possession, custody, or control in his role as Investment Trust Advisor, and in his role as Manager of FHT Holdings, LLC."

17. On July 30, 2015, Christopher D. Davis filed his Notice Of Appeal and Case Statement, divesting the District Court of jurisdiction to further entertain any motions. Notwithstanding, the District Court retains limited jurisdiction to entertain a party's motion to alter, vacate or modify an order, hold a hearing on any such motions, and to certify its intent to grant such requested relief if the matter is subsequently remanded pursuant to Huneycutt v. Huneycutt, 94 Nev. 79, 575 P.2d 585 (1978) and Foster v. Dingwall, 126 Nev. 49, 228 P.3d 453 (2010).

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1 18. Because sufficient evidence supporting the validity of the First Amendment, as  
2 well as the proper transfer of the Trust's situs from Alaska to Nevada has been submitted, the  
3 District Court certified its intent to assume jurisdiction over the Trust as a proceeding *in rem*  
4 pursuant to NRS 164.010 should the matter be remanded from the Supreme Court back to the  
5 District Court.

6 19. The District Court executed its Certification Of Intent To Amend Order on  
7 October 14, 2015, which was subsequently filed with the District Court on October 23, 2015.

8 20. On October 19, 2015 Caroline D. Davis filed her Motion For Remand To The  
9 Eighth Judicial District Court (the "Motion For Remand").

10 21. On December, 9, 2015, the Nevada Supreme Court filed an Order (the "December  
11 9, 2015 Order") granting the Motion For Remand for the limited purpose of allowing the District  
12 Court to enter its Amended Order.

13 ORDER

14 As the Nevada Supreme Court has now remanded this matter back to the District Court for  
15 the purpose of allowing the District Court to amend the May 19, 2015 Order, the District Court  
16 hereby, grants the Motion To Amend May 19, 2015 Order, and amends the May 19, 2015 Order  
17 as follows:

18 **IT IS HEREBY ORDERED** that Christopher D. Davis' *Petition for Reconsideration of*  
19 *the Order Dated May 19, 2015 Re: Petition to Assume Jurisdiction over the Beatrice B Davis*  
20 *Family Heritage Trust Dated July 28, 2000, as Amended on February 24, 2014, to Assume*  
21 *Jurisdiction over Christopher D Davis as Investment Trust Advisor, Stephen K. Lehnardt as*  
22 *Distribution Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee, and for*  
23 *Immediate Disclosure of Documents and Information from Christopher D Davis* is **DENIED** in  
24 its entirety.

25 **IT IS HEREBY FURTHER ORDERED** that the Court assumes jurisdiction over the  
26 Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as Amended on February 24, 2014,  
27 as a proceeding *in rem* pursuant to NRS 164.010.

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1 IT IS HEREBY FURTHER ORDERED that Dunham Trust Company is confirmed as  
2 the Directed Trustee.

3 IT IS HEREBY FURTHER ORDERED that Christopher D. Davis is confirmed as the  
4 Investment Trust Advisor.

5 IT IS HEREBY FURTHER ORDERED that the Court shall abstain from assuming  
6 jurisdiction over Stephen K. Lehnardt, in his capacity as Distribution Trust Advisor, until such  
7 time that Caroline D. Davis provides a more definite statement or otherwise asserts a demand or  
8 claim for relief against Stephen K. Lehnardt, in his capacity as Distribution Trust Advisor, at  
9 which time this Court may assume personal jurisdiction over him.


10 IT IS HEREBY FURTHER ORDERED that the Christopher D. Davis shall forthwith  
11 produce to Caroline D. Davis' counsel any and all information in his possession, custody, or  
12 control in his role as Investment Trust Advisor, and in his role as Manager of FHT Holdings,  
13 LLC.

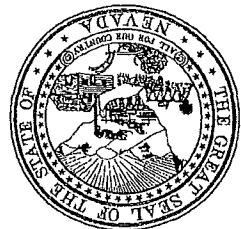
14 IT IS HEREBY FURTHER ORDERED that this Order shall amend the Court's Order  
15 of May 19, 2015 consistent herewith.

16 Dated this 29<sup>th</sup> day of December, 2015.

17  
18   
19 DISTRICT COURT JUDGE

20  
21 Prepared and submitted by:  
22 SOLOMON DWIGGINS & FREER, LTD.

23   
24 Mark A. Solomon, Esq. (Bar No. 0418)  
25 Joshua M. Hood, Esq. (Bar No. 12777)  
26 9060 West Cheyenne Avenue  
27 Las Vegas, Nevada 89129  
28 Telephone: (702) 853-5483  
Facsimile: (702) 853-5485  
*Attorneys for Caroline D. Davis*



200 Lewis Avenue  
Las Vegas, NV 89155-1160  
(702) 671-4554

*Clerk of the Courts*  
*Steven D. Grierson*

Case No.: P083867

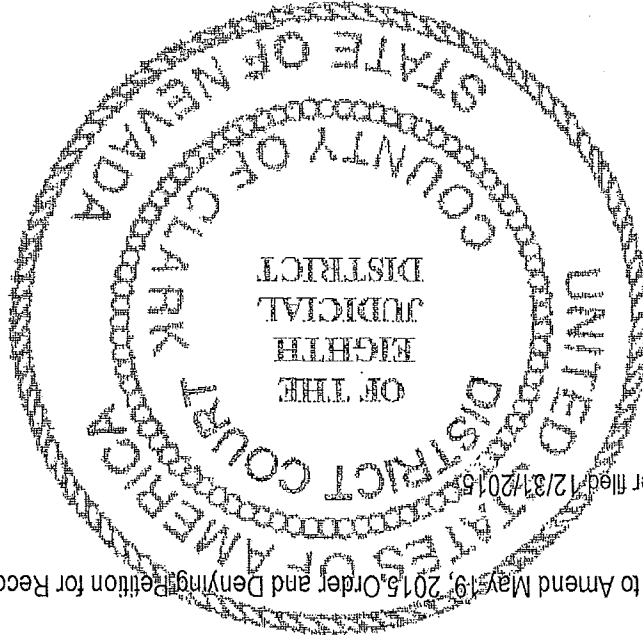
### CERTIFICATION OF COPY

Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full, and correct copy of the hereinafter stated original document(s):

Order Granting Motion to Amend May 19, 2015 Order and Denying Petition for Reconsideration filed 12/31/2015

12/31/2015

Notice of Entry of Order filed 12/31/2015



now on file and of

In witness whereof, I have hereunto set my hand and affixed the seal of the Eighth Judicial District Court at my office, Las Vegas, Nevada, at 12:44 PM on January 4, 2016.

*Steven D. Grierson*  
STEVEN D. GRIERSON, CLERK OF THE COURT

1 **NOTC**

2 Mark A. Solomon, Esq.  
3 Nevada Bar No. 0418  
4 E-mail: [msolomon@sdfnlaw.com](mailto:msolomon@sdfnlaw.com)  
5 Joshua M. Hood, Esq.  
6 Nevada Bar No. 12777  
7 E-mail: [jhood@sdfnlaw.com](mailto: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*

14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

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

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

20 **NOTICE OF TAKING DEPOSITION OF CHRISTOPHER D. DAVIS**

21 PLEASE TAKE NOTICE that CAROLINE DAVIS, by and through her attorneys, the law  
22 offices of SOLOMON DWIGGINS & FREER, LTD., will take the deposition of  
23 CHRISTOPHER DAVIS, Investment Trust Advisor and Manager of FHT Holdings, LLC, on the  
24 3<sup>rd</sup> day of September, 2015, beginning at 10:00 a.m., at the law office of SOLOMON DWIGGINS  
25 & FREER, LTD., 9060 West Cheyenne Avenue, Las Vegas, Nevada 89129. The deposition will

26 ///

27 ///

28 ///

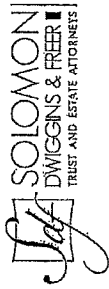
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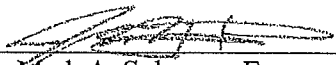


1 take place upon oral examination pursuant to Rules 26 and 30 of the Nevada Rules of Civil  
2 Procedure, before a Notary Public or before some other officer authorized by law to administer  
3 oaths and by videographer.

4 You are invited to attend and cross examine.

5 DATED this 6<sup>th</sup> day of August, 2015.

7 SOLOMON DWIGGINS & FREER, LTD.

8  
9 By: 

10 Mark A. Solomon, Esq.  
11 Nevada Bar No. 0418  
12 E-mail: [msolomon@sdfnlaw.com](mailto:msolomon@sdfnlaw.com)  
13 Joshua M. Hood, Esq.  
14 Nevada Bar No. 12777  
15 E-mail: [jhood@sdfnlaw.com](mailto:jhood@sdfnlaw.com)  
16 9060 West Cheyenne Avenue  
17 Las Vegas, Nevada 89129  
18 Telephone: 702.853.5483  
19 Facsimile: 702.853.5485

20 *Attorneys for Caroline Davis, Petitioner*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 6<sup>th</sup>, 2015, pursuant to NRCP 5(b)(2)(B), I placed a true and correct copy of the following NOTICE OF TAKING DEPOSITION OF CHRISTOPHER D. DAVIS, in the United States Mail, with first-class postage prepaid, addressed to the following, at their last known address, and, pursuant to Rule 9 of N.E.F.C.R., caused an electronic copy to be served via Odyssey, to the email address noted below:

Mail only:

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

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

and

514 West 26<sup>th</sup> Street, #3E  
Kansas City, Missouri 64108

Winfield B. Davis  
366-6 Habu Aridagawa Arida  
Wakayama 643-0025  
JAPAN

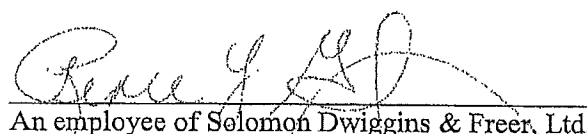
And did mail via US Mail and email Via the Court's electronic system, WizNet pursuant to Rule 9 of NEFCR at the email address noted to the following:

Harriet Roland, Esq.  
ROLAND LAW FIRM  
2470 E. St. Rose Parkway, #105  
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[hroland@rolandlawfirm.com](mailto:hroland@rolandlawfirm.com)  
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[crenwick@lee-lawfirm.com](mailto:crenwick@lee-lawfirm.com)  
Attorneys for Dunham Trust

  
An employee of Solomon Dwiggin & Freer, Ltd.



SOLOMON | DWIGGINS | FREER<sup>LTD</sup>

TRUST AND ESTATE ATTORNEYS

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Ross E. Evans  
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\*Christopher J. Fowler

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Direct Dial (702) 589-3500  
Email msolomon@sdfnvlaw.com

September 9, 2015

**Via Hand Delivery**

The Honorable Gloria J. Sturman  
Regional Justice Center  
Dept. XXVI, Courtroom 3H  
200 Lewis Avenue  
Las Vegas, Nevada 89155

**RE: The Beatrice B. Davis Family Heritage Trust  
Case No. P-15-083867-T  
Hearing Date: September 2, 2015**

Dear Judge Sturman:

This matter came on for hearing on Caroline D. Davis' ("Ms. Davis") Motion Motion To Amend Or Modify Order Pursuant To NRCP 60(b)(3) (the "Motion To Amend") and Christopher D. Davis' Petition For Reconsideration Of The Order Dated May 19, 2015, etc. (the Petition For Reconsideration") on September 2, 2015. As you are aware, jurisdiction was originally assumed over the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as Amended on February 24, 2014 (the "Trust") under the theory of "constructive trust". This was subsequently confirmed in the Order, dated May 19, 2015, which was filed on June 24, 2015. During the September 2, 2015, hearing you indicated that sufficient evidence was now presented demonstrating that the First Amendment and the transfer of the Trust's situs were completed in compliance with Article 14, Section 6 of the Trust, and that jurisdiction over the Trust under NRS 164.010 was proper. You further indicated that you would certify your intent to enter an order to that effect should this matter be remanded back to the District Court.

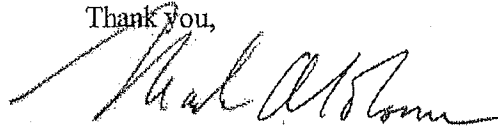
Pursuant to your statement at the September 2, 2015 hearing, enclosed for your review are: (1) a Certification Of Intent; and (2) a proposed Amended Order to be entered if the Supreme Court remands the matter. If the terms and provisions of both documents are to your satisfaction, please execute the Certification Of Intent. Additionally, please let us know when the Certification Of Intent has been executed so that we may retrieve the same.

SOLOMON | DWIGGINS | FREER<sup>LTD</sup>  
TRUST AND ESTATE ATTORNEYS

The Honorable Gloria J. Sturman  
RE: The Beatrice B. Davis Family Heritage Trust  
Case No. P-15-083867-T  
Hearing Date: September 2, 2015

Page 2  
September 9, 2015

Thank you,

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

Mark A. Solomon

MAS/

Enclosure: (As Stated)

cc: Charlene N. Renwick, Esq.; Harriet H. Roland, Esq.; Jonathan W. Barlow, Esq.; and Anthony L. Barney, Esq.

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MARK A. SOLOMON  
DWIGGINS & FREER  
TRUST AND ESTATE ATTORNEYS



**ORDR**

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Joshua M. Hood, Esq.  
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Telephone: 702.853.5483  
Facsimile: 702.853.5485

*Attorneys for Caroline Davis, Petitioner*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

In the Matter of:

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

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

Hearing Date: September 2, 2015  
Hearing Time: 9:00 A.M.

**ORDER ON HEARING OF SEPTEMBER 2, 2015**  
**AND AMENDING ORDER DATED MAY 19, 2015**

This matter came on for hearing on September 2, 2015 on Christopher D. Davis' PETITION FOR RECONSIDERATION OF THE ORDER DATED MAY 19, 2015 RE: PETITION TO ASSUME JURISDICTION OVER THE BEATRICE B. DAVIS FAMILY HERITAGE TRUST, DATED JULY 28, 2000, AS AMENDED ON FEBRUARY 24, 2014; TO ASSUME JURISDICTION OVER CHRISTOPHER D. DAVIS AS INVESTMENT TRUST ADVISOR, STEPHEN K. LEHNARDT AS DISTRIBUTION TRUST ADVISOR, TO CONFIRM DUNHAM TRUST COMPANY AS DIRECTED TRUSTEE; AND FOR IMMEDIATE DISCLOSURE OF DOCUMENTS AND INFORMATION FROM CHRISTOPHER D. DAVIS (the "PETITION FOR RECONSIDERATION") and Caroline D. Davis' MOTION TO AMEND OR MODIFY ORDER PURSUANT TO NRCP 60(b)(3) ("MOTION TO AMEND"). Counsel for Caroline D. Davis, Mark A. Solomon, Esq. and Joshua



1 M. Hood, Esq.; counsel for Christopher D. Davis, Anthony L. Barney, Esq. and Harriet H.  
2 Roland, Esq.; and counsel for Dunham Trust Company, Charlene N. Renwick, Esq. were present.

3 The Court having reviewed the pleadings, examined the evidence, and heard the  
4 arguments of counsel, and for good cause appearing makes the following Findings and Orders:

5 FINDINGS

6 1. Due and legal notice of the time and place of the hearing has been given in this  
7 matter as required by law.

8 2. On April 22, 2015, a hearing was held on Caroline D. Davis' Petition To Assume  
9 Jurisdiction, filed on February 10, 2015, and Christopher D. Davis' Motion To Dismiss, filed on  
10 March 3, 2015.

11 3. In his Reply to Caroline D. Davis' Opposition to the Motion To Dismiss, which  
12 was filed only two (2) days before the April 22, 2015 hearing, Christopher D. Davis first raised  
13 the following issues:

14 (a) Tarja Davis, Christopher D. Davis' wife, was a beneficiary of the Beatrice B.  
15 Davis Family Heritage Trust, dated July 28, 2000 (the "Trust") and did not consent  
16 to the execution of the First Amendment or the transfer in situs;

17 (b) Alaska USA Trust Company, the prior trustee, resigned prior to the execution of  
18 the First Amendment to the Trust, dated February 24, 2014 (the "First  
19 Amendment"), and did not provide its consent to execution of the First  
20 Amendment or the transfer in situs; and

21 (c) No advice of counsel was obtained for Alaska USA Trust Company prior to the  
22 execution of the First Amendment.

23 4. The Court, at the April 22, 2015 Hearing, assumed jurisdiction over the Trust  
24 under the theory of "constructive trust", more accurately called a "de facto trust", because:

25 (a) Stephen K. Lehnardt, the Trust Protector; Dunham Trust Company, located in  
26 Reno, Nevada ("Dunham"); and the Trust's beneficiaries, namely, (i) Christopher  
27 D. Davis; (ii) Caroline D. Davis; (iii) and Winfield B. Davis, all consented to the  
28

- 1 execution of the First Amendment and to the transfer of the Trust's situs from  
2 Alaska to Nevada;
- 3 (b) Based upon a good faith reliance of the validity of the First Amendment, Dunham  
4 accepted tenure as Directed Trustee of the Trust and Alaska USA Trust Company  
5 resigned as Trustee;
- 6 (c) Based upon such good faith reliance of the validity of the First Amendment,  
7 Dunham had been administering the Trust in Nevada for more than one (1) year;
- 8 (d) Based upon a good faith reliance of the validity of the First Amendment,  
9 Christopher D. Davis accepted his appointment as Investment Trust Advisor  
10 pursuant to NRS 163.5543;
- 11 (e) Based upon a good faith reliance of the validity of the First Amendment, Stephen  
12 K. Lehnardt accepted his appointment as Distribution Trust Advisor pursuant to  
13 NRS 163.5537;
- 14 (f) Subsequent to acceptance as Directed Trustee, Dunham created FHT Holdings,  
15 LLC, a Nevada limited liability company wholly owned by the Trust, and  
16 appointed Christopher D. Davis as the sole Manager thereof;
- 17 (g) Christopher D. Davis has been acting as Investment Trust Advisor since his  
18 acceptance of such position;
- 19 (h) Christopher D. Davis has been acting as sole Manager of FHT Holdings, LLC  
20 since his appointment of such position;
- 21 (i) There is no trustee in Alaska now serving, but rather, Dunham is currently serving  
22 as Directed Trustee in Nevada; and
- 23 (j) The Court had no evidence before it, namely an affidavit of any other purported  
24 beneficiary, that any other beneficiary was entitled to take under the Trust, and,  
25 therefore entitled to notice or that such beneficiary's consent was required to  
26 Transfer of the Trust's situs from Alaska to Nevada.
- 27 5. The Court noted that it was appropriate to assume jurisdiction over the Trust and  
28 its fiduciaries, Dunham and Christopher D. Davis, as all parties consented to the execution of the

1 First Amendment and to the transfer of the Trust's situs from Alaska to Nevada, and all parties  
2 before the Court acted upon a good faith reliance with respect to the validity of the First  
3 Amendment.

4 6. The Court's Order, dated May 19, 2015, which was subsequently filed on June 24,  
5 2015 (the "May 19, 2015 Order"), assumed jurisdiction over the Trust to ensure that the Trust was  
6 properly within a competent jurisdiction, and further to ensure that the Trust was not adrift in that  
7 it would be left without a trustee.

8 7. The May 19, 2015 Order confirmed Christopher D. Davis as Investment Trust  
9 Advisor and further required the production of all information in his possession, custody or  
10 control in his role as Investment Trust Advisor, and in his role as Manager of FHT Holdings,  
11 LLC, a Nevada limited liability company wholly owned by the Trust.

12 8. The Court has been presented with evidence in the form of a Declaration of Tarja  
13 Davis, Christopher D. Davis' wife, indicating that Tarja Davis was married to Christopher D.  
14 Davis on February 22, 2012, and that they were married on February 24, 2014, that date the First  
15 Amendment was executed.

16 9. In response to the issues raised by Christopher D. Davis' in his Reply and the  
17 PETITION FOR RECONSIDERATION, Caroline D. Davis submitted the following to this  
18 Court:

19 (a) Article 14, Section 1(j) of the Trust, which specifically defines the term "spouse",  
20 and requires the marital union of a beneficiary and his or her spouse, if entered into  
21 after the signing date of the Trust, to exist continuously for a period of ten (10)  
22 years before such beneficiary's spouse can qualify as a "spouse" under the Trust,  
23 and the Declaration Of Tarja Davis indicating that Tarja Davis and Christopher  
24 were married after the signing date of the Trust, and have not been married for ten  
25 (10) continuous years;

26 (b) A Resignation, Release, Acknowledgement, Consent And Indemnification, dated  
27 February 24, 2014, with "RECITALS" providing that Alaska USA Trust Company  
28 was the currently serving Trustee on the date the First Amendment was executed





1 and that Alaska USA Trust Company, as the Trustee, expressly consented to the  
2 transfer of situs from Alaska to Nevada and that such RECITAL is presumed  
3 conclusive under NRS 47.240(2);

4 (c) An Email from Dennis Brislawn, Esq. to; (i) Ms. Davis' counsel, Joshua M. Hood,  
5 Esq.; (ii) Shanna Corressel, Trust Office for Dunham; (iii) Stephen K. Lehnardt,  
6 Trust Protector and Distribution Trust Advisor; and (iv) Ms. Davis, beneficiary of  
7 the Trust, indicating that he had communicated with both Alaska USA Trust  
8 Company and Dunham and provided an opinion of counsel; and

9 (d) An opinion of counsel drafted by Dennis Brislawn, Esq. pursuant Article 14,  
10 Section 6 of the Trust, indicating that Nevada met the requirements of an  
11 appropriate jurisdiction for the Trust, and that Nevada was, in fact, the superior  
12 state for jurisdiction at the time.

13 10. Christopher D. Davis did not present sufficient new evidence or legal basis to  
14 reconsider the May 19, 2015 Order.

15 11. Sufficient evidence has been submitted to the Court that the First Amendment, and  
16 consequently the transfer of the Trust's situs, was valid.

17 12. Upon submission of Caroline D. Davis' evidence regarding the validity of the First  
18 Amendment and the proper transfer of the Trust's situs giving rise to this Court's authority to  
19 assume jurisdiction, the burden to prove the invalidity of the First Amendment and the improper  
20 transfer of situs became Christopher D. Davis' burden to overcome.

21 13. Christopher D. Davis has not presented any evidence to support his contentions  
22 regarding the invalidity of the First Amendment raised in his Reply and in his PETITION FOR  
23 RECONSIDERATION.

24 14. Because Christopher D. Davis did not provide sufficient cause, the PETITION  
25 FOR RECONSIDERATION should be denied.

26 15. *In personam* jurisdiction over Christopher D. Davis, as Manager of FHT Holdings,  
27 LLC, was also proper under Fulbright & Jaworski v. Eighth Jud. Dist. Ct., 342 P.3d 997 (Nev.  
28 2015) and Viega GmbH v. Eighth Jud. Dist. Ct., 328 P.3d 1152 (Nev. 2014), as he is the current

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1 sole Manager of FHT Holdings, LLC, a Nevada limited liability company, doing business in  
2 Clark County, Nevada, whose membership interest is wholly owned by the Trust and under  
3 management by Christopher D. Davis, as Investment Trust Advisor.

4 16. Because sufficient evidence supporting the validity of the First Amendment, as  
5 well as the proper transfer of the Trust's situs from Alaska to Nevada has been submitted, the  
6 Court certified its intent to assume jurisdiction over the Trust as a proceeding *in rem* pursuant to  
7 NRS 164.010 should the matter be remanded from the Supreme Court back to the District Court.

8 17. The Court clarified the interlineations contained in the May 19, 2015 Order, and  
9 the provision containing such interlineations should read as follows: "IT IS FURTHER  
10 ORDERED, ADJUDGED AND DECREED that the Petition for Immediate Disclosure of  
11 Documents and Information From Christopher D. Davis is granted as to all information in his  
12 possession, custody, or control in his role as Investment Trust Advisor, and in his role as Manager  
13 of FHT Holdings, LLC."

#### 14 ORDER

15 As the Nevada Supreme Court has now remanded this matter back to the Eighth Judicial  
16 District Court,

17 **IT IS HEREBY ORDERED** that Christopher D. Davis' *Petition for Reconsideration of*  
18 *the Order Dated May 19, 2015 Re: Petition to Assume Jurisdiction over the Beatrice B Davis*  
19 *Family Heritage Trust Dated July 28, 2000, as Amended on February 24, 2014, to Assume*  
20 *Jurisdiction over Christopher D Davis as Investment Trust Advisor, Stephen K. Lehnardt as*  
21 *Distribution Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee, and for*  
22 *Immediate Disclosure of Documents and Information from Christopher D Davis* is **DENIED** in  
23 its entirety.

24 **IT IS HEREBY FURTHER ORDERED** that the Court assumes jurisdiction over the  
25 Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as Amended on February 24, 2014,  
26 as a proceeding *in rem* pursuant to NRS 164.010.

27 **IT IS HEREBY FURTHER ORDERED** that Dunham Trust Company is confirmed as  
28 the Directed Trustee.

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1           **IT IS HEREBY FURTHER ORDERED** that Christopher D. Davis is confirmed as the  
2 Investment Trust Advisor.

3           **IT IS HEREBY FURTHER ORDERED** that the Court shall abstain from assuming  
4 jurisdiction over Stephen K. Lehnardt, in his capacity as Distribution Trust Advisor, until such  
5 time that Petitioner provides a more definite statement or otherwise asserts a demand or claim for  
6 relief against Stephen K. Lehnardt, in his capacity as Distribution Trust Advisor, at which time  
7 this Court may assume personal jurisdiction over him.

8           **IT IS HEREBY FURTHER ORDERED** that the Christopher D. Davis shall forthwith  
9 produce to Caroline D. Davis' counsel any and all information in his possession, custody, or  
10 control in his role as Investment Trust Advisor, and in his role as Manager of FHT Holdings,  
11 LLC.

12           **IT IS HEREBY FURTHER ORDERED** all further matters will be heard by the probate  
13 judge.

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*Sdf*

1 IT IS HEREBY FURTHER ORDERED that this Order shall amend the Court's Order  
2 of May 19, 2015 consistent herewith.

3 Dated this \_\_\_\_ day of September, 2015.

4  
5 DISTRICT COURT JUDGE

6 Prepared and submitted by:  
7 SOLOMON DWIGGINS & FREER, LTD.

Approved as to Form and Content:  
LEE HERNANDEZ LANDRUM &  
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*Attorneys for Caroline Davis, Petitioner*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

In the Matter of:

Case No.: P-15-083867-T  
Dept. No.: XXVI

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

**CERTIFICATION OF INTENT TO AMEND ORDER**

Having reviewed Caroline D. Davis' *Motion To Amend Or Modify Order Pursuant To NRCP 60(b)(3)* (the "Motion To Amend") and Christopher D. Davis' *Petition For Reconsideration Of The Order Dated May 19, 2015 Re: Petition To Assume Jurisdiction Over The Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, As Amended on February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis As Investment Trust Advisor, Stephen K. Lehnardt As Distribution Trust Advisor, To Confirm Dunham Trust Company As Directed Trustee; And For Immediate Disclosure Of Documents And Information From Christopher D. Davis* (the "Petition For Reconsideration"), examined the evidence, and heard oral arguments of counsel on September 2, 2015, the Court, pursuant to NRCP 60 and its inherent power to manage litigation, finds as follows:

1. Caroline D. Davis ("Ms. Davis") filed her *Petition To Assume Jurisdiction Over The Beatrice B. Davis Family Heritage Trust, As Amended On February 24, 2014; Petition To Assume Jurisdiction Over Christopher D. Davis As Investment Trust Advisor And Stephen K.*

1 *Lehnardt As Distribution Trust Advisor; Petition To Confirm Dunham Trust Company As*  
2 *Directed Trustee; And Petition For Immediate Disclosure Of Documents And For Information*  
3 *From Christopher D. Davis* on February 10, 2015 (the "Petition To Assume Jurisdiction").

4 2. Christopher D. Davis ("Christopher") filed his *Motion To Dismiss Pursuant To*  
5 *NRCP 12(b) And NRCP 19* on March 4, 2015 (the "Motion To Dismiss"). Thereafter, Ms. Davis  
6 filed her Opposition to the Motion To Dismiss on April 13, 2015.

7 3. On April 20, 2015, two (2) days before the hearing on Ms. Davis' Petition To  
8 Assume Jurisdiction and Christopher's Motion To Dismiss, Christopher filed his Reply to Ms.  
9 Davis' Objection to the Motion To Dismiss.

10 4. In his Reply, Christopher first raised the following issues:

- 11 (a) Tarja Davis, Christopher's wife, was a beneficiary of the Beatrice B. Davis Family  
12 Heritage Trust, dated July 28, 2000 (the "Trust") and did not consent to the  
13 execution of the First Amendment or the transfer in situs;  
14 (b) Alaska USA Trust Company, the prior trustee, resigned prior to the execution of  
15 the First Amendment to the Trust, dated February 24, 2014 (the "First  
16 Amendment"), and did not provide its consent to execution of the First  
17 Amendment or the transfer in situs; and  
18 (c) No advice of counsel was obtained for Alaska USA Trust Company prior to the  
19 execution of the First Amendment.

20 5. On April 22, 2015, a hearing was held on Ms. Davis' Petition To Assume  
21 Jurisdiction and Christopher's Motion To Dismiss. Because the Court did not have sufficient  
22 evidence before it regarding the issues raised by Christopher in his Reply, the Court assumed  
23 jurisdiction over the Trust under the theory of "constructive trust", more accurately called a "de  
24 facto trust", because:

- 25 (a) Stephen K. Lehnardt, the Trust Protector; Dunham Trust Company, located in  
26 Reno, Nevada ("Dunham"); and the Trust's beneficiaries, namely, (i) Christopher;  
27 (ii) Ms. Davis; (iii) and Winfield B. Davis, all consented to the execution of the  
28

- 1 First Amendment to the Trust, dated February 24, 2014 (the "First Amendment")  
2 and to the transfer of the Trust's situs from Alaska to Nevada;
- 3 (b) Based upon a good faith reliance of the validity of the First Amendment, Dunham  
4 accepted tenure as Directed Trustee of the Trust and Alaska USA Trust Company  
5 resigned as Trustee;
- 6 (c) Based upon such good faith reliance of the validity of the First Amendment,  
7 Dunham had been administering the Trust in Nevada for more than one (1) year;
- 8 (d) Based upon a good faith reliance of the validity of the First Amendment,  
9 Christopher accepted his appointment as Investment Trust Advisor pursuant to  
10 NRS 163.5543;
- 11 (e) Based upon a good faith reliance of the validity of the First Amendment, Stephen  
12 K. Lehnardt accepted his appointment as Distribution Trust Advisor pursuant to  
13 NRS 163.5537;
- 14 (f) Subsequent to acceptance as Directed Trustee, Dunham created FHT Holdings,  
15 LLC, a Nevada limited liability company wholly owned by the Trust, and  
16 appointed Christopher as the sole Manager thereof;
- 17 (g) Christopher has been acting as Investment Trust Advisor since his acceptance of  
18 such position;
- 19 (h) Christopher has been acting as sole Manager of FHT Holdings, LLC since his  
20 appointment of such position;
- 21 (i) There is no trustee in Alaska now serving, but rather, Dunham is currently serving  
22 as Directed Trustee in Nevada; and
- 23 (j) The Court had no evidence before it, namely an affidavit of any other purported  
24 beneficiary, that any other beneficiary was entitled to take under the Trust, and,  
25 therefore entitled to notice or that such beneficiary's consent was required to  
26 Transfer of the Trust's situs from Alaska to Nevada.
- 27 6. The Court noted that it was appropriate to assume jurisdiction over the Trust and  
28 its fiduciaries, Dunham and Christopher, as all parties consented to the execution of the First

1 Amendment to the Trust and to the transfer of the Trust's situs from Alaska to Nevada, and all  
2 parties before the Court acted upon a good faith reliance with respect to the validity of the First  
3 Amendment.

4 7. The Order, dated May 19, 2015, filed on June 24, 2015, was thereafter entered on  
5 July 1, 2015 (the "May 19, 2015 Order), assuming jurisdiction over the Trust under the theory of  
6 "constructive trust" (more accurately called a "de facto trust").

7 8. Christopher Filed his Petition For Reconsideration on July 14, 2015, setting forth  
8 the same arguments contained in his Reply. See, ¶ 4 above.

9 9. Christopher then filed his Notice Of Appeal and Case Appeal Statement, appealing  
10 the May 19, 2015 Order, on July 30, 2015.

11 10. Christopher's appeal divested the Court of jurisdiction to modify the May 19, 2015  
12 Order unless remanded pursuant to Foster v. Dingwall, 228 P.3d 453, 126 Nev. Adv. Op. 5 (Nev.  
13 2010) (also known as a "Huneycutt Motion").

14 11. On August 10, 2015, Ms. Davis filed her Motion To Amend (Huneycutt Motion),  
15 wherein she requested that the District Court amend or modify its May 19, 2015 Order and  
16 assume jurisdiction over the Trust in its entirety as a proceeding *in rem*; and further requested  
17 that, if the District Court is inclined to grant such relief, that the District Court certify to the  
18 Nevada Supreme Court its intent to do so.

19 12. On September 2, 2015, the District Court heard oral arguments on Christopher's  
20 Petition For Reconsideration and Ms. Davis' Motion To Amend.

21 13. The District Court was presented with evidence (a Declaration Of Tarja Davis,  
22 filed on July 28, 2015) regarding Christopher's contention that Tarja Davis, Christopher's wife,  
23 was a purported beneficiary of the Trust, and that Tarja Davis did not consent to the First  
24 Amendment or to the transfer of the Trust's situs from Alaska to Nevada.

25 14. In response to Christopher's Petition For Reconsideration, Ms. Davis introduced  
26 the following evidence to the District Court to support her Motion To Amend:

- 27 (a) Article 14, Section 1(j) of the Trust, which specifically defines the term "spouse",  
28 and requires the marital union of a beneficiary and his or her spouse, if entered into





1 after the signing date of the Trust, to exist continuously for a period of ten (10)  
2 years before such beneficiary's spouse can qualify as a "spouse" under the Trust,  
3 and the Declaration Of Tarja Davis indicating that Tarja Davis and Christopher  
4 were married after the signing date of the Trust, and have not been married for ten  
5 (10) continuous years;

6 (b) A Resignation, Release, Acknowledgement, Consent And Indemnification, dated  
7 February 24, 2014, with "RECITALS" providing that Alaska USA Trust Company  
8 was the currently serving Trustee on the date the First Amendment was executed  
9 and that Alaska USA Trust Company, as the Trustee, expressly consented to the  
10 transfer of situs from Alaska to Nevada and that such RECITAL is presumed  
11 conclusive under NRS 47.240(2);

12 (c) An Email from Dennis Brislawn, Esq. to; (i) Ms. Davis' counsel, Joshua M. Hood,  
13 Esq.; (ii) Shanna Corressel, Trust Office for Dunham; (iii) Stephen K. Lehnardt,  
14 Trust Protector and Distribution Trust Advisor; and (iv) Ms. Davis, beneficiary of  
15 the Trust, indicating that he had communicated with both Alaska USA Trust  
16 Company and Dunham and provided an opinion of counsel; and

17 (d) An opinion of counsel drafted by Dennis Brislawn, Esq. pursuant to Article 14,  
18 Section 6 of the Trust, indicating that Nevada met the requirements of an  
19 appropriate jurisdiction for the Trust, and that Nevada was, in fact, the superior  
20 state for jurisdiction at the time.

21 15. Based upon the foregoing, the Court found that sufficient evidence had now been  
22 submitted to the Court's satisfaction that the Trust's situs was properly transferred from Alaska to  
23 Nevada pursuant to the terms of the Trust, and that upon submission of such evidence, the burden  
24 to prove the invalidity of the First Amendment and the improper transfer of situs became  
25 Christopher's burden, which he failed to overcome.

26 16. Accordingly, the limited basis upon which this Court assumed jurisdiction under  
27 the theory of "constructive trust" should be expanded and jurisdiction should be assumed over the  
28 Trust de jure as a proceeding *in rem* pursuant to NRS 164.010.

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1 Good cause appearing therefore,

2 **THIS COURT CERTIFIES** that if this case is remanded back to the District Court, the  
3 District Court would amend its May 19, 2015 Order assuming jurisdiction over the Beatrice B.  
4 Davis Family Heritage Trust, dated July 28, 2000, as Amended on February 24, 2014, under the  
5 theory of "constructive trust", more accurately called a "de facto trust", and enter an order to  
6 assume jurisdiction over the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as  
7 Amended on February 24, 2014, de jure as a proceeding *in rem* pursuant to NRS 164.010, as well  
8 as grant any and all additional relief as the District Court deems proper.

9 DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

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11 \_\_\_\_\_  
12 DISTRICT COURT JUDGE  
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## Joshua M. Hood

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**From:** Joshua M. Hood  
**Sent:** Wednesday, October 14, 2015 2:53 PM  
**To:** 'Toudina, Tamara' (Dept26LC@clarkcountycourts.us)  
**Subject:** Beatrice B. Davis Family Heritage Trust - Certification of Intent To Amend Order  
**Attachments:** 2015-09-03\_Certification of Intent.doc

Tamara:

Please find the Certification Of Intent To Amend Order in word format attached to this email.

Sincerely,

Joshua M. Hood


SOLOMON DWIGGINS & FREER, LTD.


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Electronically Filed  
Oct 29 2015 02:11 p.m.  
Tracie K. Lindeman  
Clerk of Supreme Court

*Attorneys for Caroline D. Davis, Petitioner*

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

In the Matter of:

Sup. Ct. Case No.: 68542

Dist. Ct. Case No.: P-15-083867-T

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

**SUPPLEMENT TO MOTION FOR  
REMAND TO THE EIGHTH JUDICIAL  
DISTRICT COURT**

Caroline D. Davis ("Ms. Davis"), as beneficiary of the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended on February 24, 2014 (the "Trust"), by and through her counsel, the law firm of Solomon Dwiggins & Freer, Ltd., hereby files her Supplement To Motion For Remand To The Eighth Judicial District Court (the "Supplement") addressing the effect any remand would have on Christopher D. Davis' ("Christopher") Emergency Writ Under NRAP 27(e) For 1) Stay Pending Appeal And 2) Affirmative Relief, filed on October 8, 2015 (the "Emergency Writ"). This Supplement is based upon the Memorandum Of Points And Authorities, all attached exhibits, the pleadings and papers on file, and any oral argument that this honorable Court may entertain at the time of hearing.

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. Introduction.**

Remanding this matter back to the Eighth Judicial District Court, Department 26 (the "District Court") will essentially render the Emergency Writ moot. The focal point of Christopher's Appeal and Emergency Motion is his misplaced argument concerning the District Court's jurisdiction over the Trust, the Trustee, and Christopher, the Investment Trust Advisor. From the inception of this matter, Christopher has taken it upon himself to file pleading after



pleading in order to stonewall every legitimate attempt Ms. Davis has made to request information to which she is entitled under the terms of the Trust. As fully set forth below, each of the arguments proffered by Christopher in his Emergency Writ, which is nothing more than a regurgitation of the meritless arguments he has made throughout the duration of this matter, have been directly refuted by Ms. Davis in proceedings before the District Court, which took place after the Order from which Christopher seeks a writ. Indeed, Ms. Davis' presentation of sufficient and satisfactory evidence ultimately led the District Court to certify its intent to amend the very Order from which Christopher is seeking a writ, to assume jurisdiction over the Trust in its entirety, as well as grant any and all additional relief as the District Court deems proper.<sup>1</sup> As such, remanding this matter will permit the District Court to: (1) assume jurisdiction over the Trust; (2) assume jurisdiction over the proper parties; (3) enforce its valid order; (4) permit Ms. Davis to obtain the information to which she is entitled; and (5) preclude Christopher from raising additional baseless arguments as to why he need not comply with the orders of the District Court.

## II. Legal Argument.

### A. *Upon Remand, The District Court Will Properly Have Jurisdiction Over The Trust, The Trustee, And Christopher, As The Investment Trust Advisor.*

The District Court initially assumed jurisdiction over the Trust under the theory of "constructive trust"<sup>2</sup> due to Christopher's untimely and improper introduction of arguments and misrepresentation of facts in his Reply to Ms. Davis' Opposition to the Motion To Dismiss regarding the: (1) alleged lack of consent of all beneficiaries; (2) alleged lack of the prior trustee's consent to the transfer of situs; and (3) alleged failure of the prior trustee to obtain advice of counsel.<sup>3</sup> Ms. Davis, subsequent to such hearing, in connection with the hearing on two (2) other petitions, presented sufficient evidence to the District Court directly refuting all of Christopher's misrepresentations raised in his Reply, which ultimately lead the District Court to certify its intent

<sup>1</sup> See, Certification Of Intent To Amend Order, filed on October 23, 2015, at 4:29 p.m. Pacific Standard Time, a true and correct copy of which is attached hereto as **Exhibit 4**.

<sup>2</sup> See, June 24, 2015 Order, a true and correct copy of which is attached to Ms. Davis' Response Emergency Writ, filed on October 19, 2015, as Exhibit J.

<sup>3</sup> *Id.*, at Exhibit B.

1 to amend the June 24, 2015 Order. Indeed, based upon the evidence presented to the District  
2 Court, Judge Gloria J. Sturman ("Judge Sturman") stated that she is "more convinced than ever  
3 that [Nevada] is where jurisdiction is because [she] believe[s] that the trust was properly changed  
4 to a Nevada trust with full notice to the people who were entitled to get it..."<sup>4</sup> As such, upon  
5 remanding this matter, the District Court has already stated it will assume jurisdiction over the  
6 Trust in its entirety pursuant to Nevada Revised Statute ("NRS") 164.010. Therefore, any and all  
7 of Christopher's contentions in his Emergency Writ regarding the District Court's assumption of  
8 jurisdiction under the theory of "constructive trust" will be eliminated.

9 Once the District Court amends the June 24, 2015 Order and assumes jurisdiction over the  
10 Trust, the District Court will possess the authority to compel the parties that have submitted to the  
11 jurisdiction of the State of Nevada to comply with its orders, namely Dunham Trust Company  
12 ("Dunham"), the Directed Trustee, and Christopher, the Investment Trust Advisor.<sup>5</sup>

13 Notwithstanding, Christopher contends that the District Court does not have *in personam*  
14 jurisdiction over him pursuant to NRS 163.5555 as he was not provided requisite notice.

15 NRS 163.5555 provides as follows:

16 "If a person accepts an appointment to serve as a trust protector or a trust  
17 adviser of a trust subject to the laws of this State, the person submits to the  
18 jurisdiction of the courts of this State, regardless of any term to the contrary  
19 in an agreement or instrument. A trust protector or a trust adviser may be made  
20 a party to an action or proceeding arising out of a decision or action of the trust  
21 protector or trust adviser." (Emphasis added).

22 Therefore, pursuant to NRS 163.5555, when Christopher accepted his position as the  
23 Investment Trust Advisor, he expressly submitted to the jurisdiction of the District Court, and his  
24 contention that the District Court lacks jurisdiction over him is contrary to the law. Additionally,  
25 Christopher's argument that he was not provided requisite notice or service is also misplaced.

26 NRS 155.010, entitled "Method of giving notice; notice to certain persons required; court  
27 may dispense with notice; proof; waiver of notice", provides as follows:

28 <sup>4</sup> *Id.*, at Exhibit T.

<sup>5</sup> It is important to note that Dunham has not objected to this Court's jurisdiction, nor has  
Dunham contested the District Court's ability to compel compliance with any of its orders.



1 "1. Except as otherwise provided in a specific statute relating to the kind of  
2 notice required or otherwise ordered by the court in a particular instance, a  
3 petitioner shall cause notice of the time and place of the hearing of a petition to be  
4 given to each interested person and to every other person entitled to notice  
pursuant to this title or his or her attorney if the person has appeared by attorney  
or requested that notice be sent to his or her attorney. Notice must be given:

5 (a) By mailing a copy thereof at least 10 days before the time set for the  
6 hearing by certified, registered or ordinary first-class mail addressed to the person  
7 being notified at the post office address given in the person's demand for notice,  
if any, or at his or her office or place of residence, if known, or by personally  
delivering a copy thereof to the person being notified at least 10 days before the  
time set for the hearing; or

8 \*\*\*

9 2. The court, for good cause shown, may provide for a different method or  
10 time of giving notice for any hearing, or may dispense with the notice otherwise  
required to be given to a person under this title."

11 NRS 155.010 only requires Ms. Davis to mail notice of her Petition to the interested  
12 parties at least ten (10) days prior to the hearing on any petition, which she accomplished.  
13 Christopher has not contended that he did not receive notice pursuant to NRS 155.010. Rather,  
14 Christopher claims that the District Court lacks jurisdiction over him because the notice provided  
15 pursuant to NRS 155.010 is insufficient regardless of the fact that he received such notice and  
16 he expressly submitted to the jurisdiction of the District Court pursuant to NRS 163.5555.  
17 Christopher mistakenly cites to statutes such as NRS 143.110 and NRS 153.041 which require  
18 personal service of a citation to a trustee when seeking redress for conversion of estate assets or  
19 seeking an accounting.<sup>6</sup> Ms. Davis, however, is not seeking redress for the conversion of assets,  
20 nor is she seeking a formal accounting. To date, the only relief Ms. Davis has sought from  
21 Christopher is information and documentation that she is entitled to pursuant to Article 12,  
22 Section 4 of the Trust and which Christopher, as a fiduciary,<sup>7</sup> is obligated to fully disclose.

23 Christopher's similar contention that Ms. Davis has not shown prima facie evidence that  
24 Christopher has substantial, systematic and continuous contacts with the State of Nevada is also

25  
26 <sup>6</sup> See, Emergency Writ, at page 18, lines 1 through 2.

27 <sup>7</sup> See, First Amendment, a true and correct copy of which is attached to Ms. Davis'  
28 Response to Emergency Writ, as Exhibit A, at pages 2 through 3, Article Thirteen, Section 2.d,  
SECOND, stating that "Christopher D. Davis...shall be treated as an "Investment Trust Advisor"  
under NRS 163.5543 and as a "Fiduciary" under NRS 163.554." (Emphasis added).



1 misplaced. Not only has Ms. Davis presented evidence that Christopher is currently serving as  
2 the Investment Trust Advisor pursuant to his appointment as such under the First Amendment to  
3 the Trust, but Ms. Davis has also presented evidence that Christopher is also currently serving as  
4 the sole Manager of FHT Holdings, LLC, a Nevada limited liability company wholly owned by  
5 the Trust.<sup>8</sup> As such, Christopher's service and tenure as the Investment Trust Advisor of a  
6 Nevada trust coupled with his service and tenure as the sole Manager of a Nevada limited  
7 liability company is sufficient to establish contacts with the State of Nevada.

8 Upon remanding this matter back to the District Court, the District Court may properly  
9 assume jurisdiction over Christopher, as the Investment Trust Advisor, because: (1) he has  
10 personally submitted to the jurisdiction of the District Court pursuant to NRS 163.5555; (2) he as  
11 availed himself of the laws of the State of Nevada by virtue of his substantial, systematic and  
12 continuous contacts with Nevada by serving as Investment Trust Advisor of a Nevada trust and  
13 the sole Manager of a Nevada limited liability company; and (3) he received adequate and proper  
14 notice pursuant to NRS 155.010. As such, Christopher's arguments regarding the District Court's  
15 ability to assert *in personam* jurisdiction over him will also be rendered moot.

16 **B. All Necessary And Proper Parties Are Before The District Court And None Of**  
17 **The Parties Will Be Subject To Multiple Obligations In Any Other Jurisdiction.**

18 Christopher's contention that the former trustees, Alaska Trust Company ("ATC") and  
19 Alaska USA Trust Company ("AUTC"), are indispensable parties "because the time period in  
20 which the documentation and information are being requested from [Ms. Davis] were during the  
21 period in which they were acting as trustees of the [Trust]..."<sup>9</sup> is preposterous. Christopher has  
22 not cited any statutes, case law, or other authority to support his proposition that a  
23 beneficiary/petitioner must join each and every prior trustee to a proceeding simply because the  
24 prior trustee was involved in the administration of the Trust at some point in time. Christopher, as  
25 the Investment Trust Advisor, is a current party to this matter and has all of the information Ms.

26 \_\_\_\_\_  
27 <sup>8</sup> See, Operating Agreement of FHT Holdings, LLC, a Nevada limited liability company, a  
28 true and correct copy of which is attached hereto as **Exhibit 5**, at Article 5, Section 5.1

<sup>9</sup> See, Emergency Writ, at page 26, 12 through 15.



Davis is seeking within his possession, custody, and control in such capacity. As such, the District Court may compel him to disclose the information and documentation as it relates to the Trust and assets held therein. Based on the foregoing, ATC and AUTC are, in fact, not necessary.

Additionally, Christopher's argument that the parties may be subject to "other court actions in other jurisdictions with double or multiple obligations"<sup>10</sup> is erroneous. Again, the only relief sought by Ms. Davis is the disclosure of information from Christopher – a fiduciary who expressly submitted to the jurisdiction of Nevada. Indeed, because the Trust and all necessary parties are properly within the jurisdiction of the District Court and the State of Nevada, no other proper jurisdiction exists to grant Ms. Davis' relief. As such, none of the parties before the District Court are subject to any risk of additional proceedings in any other jurisdiction.

### III. Conclusion.

As fully set forth above, upon this Court remanding the matter back to the District Court so that the June 24, 2015 Order may be amended accordingly, each of Christopher's claims for relief set forth in his Emergency Writ will be moot. As such, Ms. Davis respectfully requests that this Court remand the matter back to the District Court to grant the relief requested in Ms. Davis' Motion To Amend, as well as grant any further relief as the District Court deems proper.

Dated this 29th day of October, 2015.

SOLOMON DWIGGINS & FREER, LTD



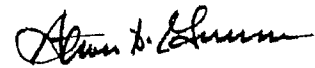
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<sup>10</sup> *Id.*, at page 28, lines 7 through 8.

# **Exhibit 4**

# **Exhibit 4**



CLERK OF THE COURT

**CERT**

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*Attorneys for Caroline Davis, Petitioner*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

In the Matter of:

Case No.: P-15-083867-T  
Dept. No.: XXVI

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

**CERTIFICATION OF INTENT TO AMEND ORDER**

Having reviewed Caroline D. Davis' *Motion To Amend Or Modify Order Pursuant To NRCP 60(b)(3)* (the "Motion To Amend") and Christopher D. Davis' *Petition For Reconsideration Of The Order Dated May 19, 2015 Re: Petition To Assume Jurisdiction Over The Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, As Amended on February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis As Investment Trust Advisor, Stephen K. Lehnardt As Distribution Trust Advisor, To Confirm Dunham Trust Company As Directed Trustee; And For Immediate Disclosure Of Documents And Information From Christopher D. Davis* (the "Petition For Reconsideration"), examined the evidence, and heard oral arguments of counsel on September 2, 2015, the Court, pursuant to NRCP 60 and its inherent power to manage litigation, finds as follows:

**THIS COURT FINDS** that the Order dated May 19, 2015, Re: Petition to Assume Jurisdiction over the Beatrice B. Davis Family Trust is currently on appeal, so this Court lacks

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1 jurisdiction to amend the Order at this time. However, pursuant to Huneycutt v. Huneycutt, 94  
2 Nev. 79, 575 P.2d 585, (1978):

3       **THIS COURT CERTIFIES** that if this case is remanded back to the District Court, the  
4 District Court would amend its May 19, 2015 Order assuming jurisdiction over the Beatrice B.  
5 Davis Family Heritage Trust, dated July 28, 2000, as Amended on February 24, 2014, under the  
6 theory of "constructive trust", more accurately called a "de facto trust", and enter an order to  
7 assume jurisdiction over the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as  
8 Amended on February 24, 2014, de jure as a proceeding *in rem* pursuant to NRS 164.010, as well  
9 as grant any and all additional relief as the District Court deems proper.

10       DATED this 14<sup>th</sup> day of October, 2015.

11  
12   
13 \_\_\_\_\_  
14 DISTRICT COURT JUDGE

# **Exhibit 5**

# **Exhibit 5**

# 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 1<sup>st</sup> day of April, 2014.

BEATRICE B. DAVIS FAMILY  
HERITAGE TRUST

BY: DUNHAM TRUST COMPANY,  
TRUSTEE

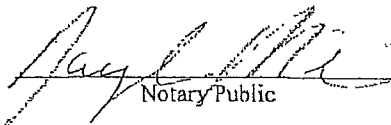
By: Shanna Coressel, Trust Officer

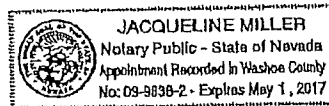
  
Shanna Coressel, Trust Officer, Member

#### ACKNOWLEDGMENT

STATE OF Nevada )  
COUNTY OF Washoe ) ss.

On this 1 day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Shanna Coressel as Trust Officer of Dunham Trust Company, Trustee of the Beatrice B. Davis Family Heritage Trust, as Member of FHT holdings L.L.C., known to me to be the person who executed the within Operating Agreement in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated as his free act and deed.

  
Notary Public



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.*