

1 Clearly, Christopher's assertions regarding the change in situs are not fraudulent, but are
2 based on the language and requirements of the trust. Therefore, Caroline's request for
3 modification or amendment of the May 19, 2015 Order should be denied in its entirety.
4

5 **C. Tarja Davis was a discretionary beneficiary entitled to distributions at the time of**
6 **the purported change in situs and she did not provide her consent to the situs**
7 **change; therefore, the change in situs is invalid and was not a fraudulent**
8 **misrepresentation.**

9
10 When an interpretation would result in the terms of a trust being deemed repugnant, the
11 general rule for handling repugnant provisions in a trust is summarized in Corpus Juris
12 Secundum which provides in pertinent part:

13 If possible, a trust instrument should be construed by reconciling apparently repugnant
14 provisions. A trust instrument must be so construed as to avoid, if possible, all
15 repugnancy. If reconciliation of inconsistencies is possible, a construction that produces
16 that result will be adopted. Thus, conflicting provisions should be read in such a manner
17 as to give effect to both or fulfill the settlor's intent. Parts inconsistent with the settlor's
18 intent may be rejected. A construction of a provision in a trust deed will not be adopted
19 that holds that provision repugnant to the grant so as to defeat the grantor's manifest
20 intention.⁴⁷

21
22 In the Nevada case, *Hunter v. Manhan*,⁴⁸ the court reconciled a conflict between two
23 provisions of the trust under a decedent's will that controlled the distribution of the trust benefits
24 to the sole beneficiary, the decedent's daughter, Dorothy. A district court had not made
25 deductions to the value of a beneficiary's interest, despite the fact that she had received monthly
26 distributions until the trust's termination (which diminished the trust's value), and based their
27 decision on the reading of the word, "absolutely".⁴⁹ The Nevada Supreme Court disagreed and

28 ⁴⁷ 90 C.J.S. Trusts § 217 (Westlaw database updated June 2015) ("Repugnant provisions").

⁴⁸ *Hunter v. Manhan*, 94 Nev. 380, 580 P.2d 474 (1978)

⁴⁹ *Id.* at 382 n.2, 580 P.2d at 476 n.2 (quoting trust).

1 reconciled the use of the term "absolutely" so that it made sense with the purposes, meaning,
2 and objectives of the trust.⁵⁰

3 In a Texas case, *Shearrer v. Holley*,⁵¹ involved a dispute over real property that had been
4 transferred to a trust.⁵² The Trustee was to hold the property for the benefit of the grantors and
5 their three children with the trust terminating on the death of the surviving grantor, and the
6 property being distributed to the three children. The trust provided that full ownership in
7 various tracts, as opposed to undivided interests, was to pass outright to each of the three
8 children.⁵³ When one of the children died leaving the property to his wife, litigation ensued as
9 to the interpretation of the trust concerning whether the beneficial interest was a vested or
10 contingent remainder to enable the child to devise his interest to a spouse. The lower court
11 found that the interest was contingent and reverted back to the grantor's estate; the appeals
12 court, however, found that the language of the trust meant that at the time of the trust's
13 termination, the legal title held by the trustee would vest in the beneficiaries so as to merge with
14 the beneficiaries' equitable title that had been vested in them since the creation of the trust.⁵⁴ In
15 other words, the court construed the term "vest" to relate only to the time for the beneficiary's
16 right to possess the property represented by that interest and not to the time at which the interest
17 legally vested so as to preclude any requirement for the beneficiary to survive to a later time in
18 order to retain his right of possession once the time came for distribution of the trust assets.
19
20
21
22
23
24

25 ⁵⁰ *Id.* at 382-83, 580 P.2d at 476 (The Nevada Supreme Court held that "the word "absolutely" as used in that
26 paragraph means only that upon termination of the trust Dorothy was to receive the trust corpus free of trust in sole
ownership")

27 ⁵¹ *Shearrer v. Holley*, 952 S.W.2d 74 (Tex. App. 1997)

28 ⁵² *Id.* at 75-79

⁵³ *Id.* at 76-77

⁵⁴ *Id.* at 77 (The Court of Appeals of Texas stated that "[w]hile the trust deeds provide that title would vest in Troy
upon the death of his parents; the courts have interpreted similar language to delay only the time of enjoyment or
possession, not the time of vestment")

1 Thus, in both *Hunter* and *Shearrer*, the court resolved a conflict by interpreting a term so
2 as to eliminate the incompatibility that would otherwise exist. Courts have typically resolved
3 and should resolve conflicts of terms to avoid a repugnancy in the interpretation of a trust
4 agreement.
5

6 Herein, Caroline has alleged that Tarja Davis was not a beneficiary of the trust entitled
7 to discretionary distributions. Caroline devotes a simplistic discussion to the analysis of Tarja
8 as a spouse, when the status as a beneficiary requires much more analysis and must be
9 incorporated into the analysis along with the definition of a spouse in order to avoid an absurd
10 result in its interpretation.
11

12 In the Trust, there are clearly three operational definitions for the term "spouse" as it
13 applies to a beneficiary's rights under the terms of the Trust. Two of these definitions refer to
14 the process by which a spouse may become a qualified primary beneficiary, while the third
15 spousal definition refers to the spousal ability to receive current discretionary distributions of a
16 limited nature (i.e. for health education, maintenance and support) until that spouse as a
17 secondary or other beneficiary later qualifies as a vested primary beneficiary (hereinafter
18 "primary beneficiary"). The first definition of a spouse is one that exists at the time of the
19 signing of the Trust.⁵⁵ This definition applies to Christopher's first spouse, Cheryl Davis
20 ("Cheryl"). The next definition is one that applies to a spouse that marries after the signing of
21 the Trust, and who may become a primary beneficiary after ten years or sooner upon
22 involuntary separation. This definition applies to Christopher's current spouse, Tarja. The third
23 definition refers to a spouse that is in the process of qualifying as a primary beneficiary, but who
24 lives with the primary beneficiary and is entitled to discretionary distributions solely from the
25
26
27
28

1 share of the primary beneficiary for health, education, maintenance, and support only after the
2 trustee meets the needs of the primary beneficiary. This definition also applies to Tarja. It is
3 clear from Beatrice's own intent as set forth in the Trust that her children's spouses are all
4 intended primary beneficiaries,⁵⁶ and therefore provisions were made to care for her children's
5 spouses until they qualified as a primary beneficiaries.
6

7 I. Article Fourteen, Section 1, Paragraph (j) created a primary beneficiary for a
8 spouse married at the time the trust was created.

9 Pursuant to Article Three of the Trust, the primary beneficiaries of the Trust are
10 Christopher D. Davis, Caroline D. Davis, their spouses, their children, and any other natural
11 person added as a beneficiary pursuant to other provisions of the Trust agreement which permits
12 such persons to be added as beneficiaries.⁵⁷ It is not surprising that Caroline would fail to
13 represent to the court the identities of the spousal beneficiaries in light of matters that will be
14 discussed further.⁵⁸ However, it is clear that if there are "primary beneficiaries" and there are
15 "secondary or other beneficiaries" of the Trust. In fact, the Trust defines the provisions of
16 which permit a secondary or other beneficiary to be added as an intended primary beneficiary
17 under Article Fourteen.⁵⁹
18
19

20 Beatrice created the Trust on July 28, 2000, naming Alaska Trust Company ("Alaska")
21 as the initial trustee and Mr. Lehnardt as trust protector. When the Trust was signed,
22
23
24
25

26
27 ⁵⁵ Trust, Article Fourteen, Section 1, paragraph (j), stating "An individual is a "spouse" if such individual is the then
current spouse of a child of mine on the signing date of this trust".

28 ⁵⁶ Trust, Article Three, Section 1.

⁵⁷ Trust, Article Three, Section 1

⁵⁸ See Caroline's Objection filed 7/31/15 at Page 4:17-18.

⁵⁹ Trust, Article Three, Section 1. See also Trust, Article Fourteen, Section 1, Paragraph (j)

1 Christopher D. Davis was married to Cheryl. Cheryl was a primary beneficiary under the terms
2 of the Trust, because she qualified as a "spouse."⁶⁰

3 Article Fourteen, Section 1, Paragraph (j), first sentence states, "An individual is a
4 "spouse" if such individual is the then current spouse of a child of mine on the signing date of
5 this trust." Furthermore, the life insurance policy that funds the Trust insures the life of
6 Cheryl,⁶¹ the spouse of Christopher at the time the Trust was signed.⁶²

8 But why insure the life of Christopher's wife and not the life of Christopher or Caroline?
9 Because both Beatrice and Christopher had an insurable interest in Cheryl's life as a primary
10 beneficiary under the terms of the Trust.⁶³ The same argument would be equally applicable to
11 any spouse of Caroline had she been married and had Beatrice insured the life of Caroline's
12 spouse.
13

14 The terms of the Trust dictate that upon termination of the trust, the trustee is required to
15 make every effort to transfer any policy insuring a beneficiary's life to that beneficiary as part of
16 that beneficiary's distributive share.⁶⁴ It is clear that the policy insures Cheryl's life, who was
17 named as a primary beneficiary by Beatrice herself, and was the spouse of Christopher (also a
18 primary beneficiary) at the time Beatrice signed the Trust.⁶⁵ Therefore, Cheryl became both a
19
20
21

22 ⁶⁰ Trust, Article Fourteen, Section 1, paragraph (j), stating "An individual is a "spouse" if such individual is the then
23 current spouse of a child of mine on the signing date of this trust".

24 ⁶¹ See Caroline's Petition dated 02/10/15 at Exhibit 6 re: Ashley Cooper Life International Insurer, SPC life
25 insurance policy.

26 ⁶² Trust, Article Fourteen, Section 1, Paragraph j., Page 14-4 (An individual is a "spouse" if such individual is then
27 current spouse of a child of mine [Beatrice B. Davis] on the signing date of this trust.")

28 ⁶³ Trust, Article Four, Section 1, Page 4-1 ("My Trustee may purchase and hold as trust property a policy or
policies of insurance on my life, the life of any trust beneficiary, or on the life of any person in whom any trust
beneficiary has an insurance interest.")

⁶⁴ Trust, Article Four, Section 1, Paragraph i. ("Upon termination of the trust, my Trustee shall have power to
transfer and assign the policies held by the trust as a distribution of trust property. My Trustee shall make every
effort to transfer any policy insuring a beneficiary's life to that beneficiary as part of that beneficiary's distributive
share.")

⁶⁵ See Journal Entry and Decree of Divorce dated August 15, 2011 attached hereto and incorporated as Exhibit A.
to Christopher's Reply and Opposition filed 8/27/15.

1 spouse and primary beneficiary of, at a minimum, the distributive share of the policy on her life
2 upon termination of the trust.

3 Based upon the foregoing distributive requirement to the insured beneficiary, if it was
4 argued that Cheryl was only a lifetime beneficiary during Beatrice's life,⁶⁶ then unless Cheryl's
5 beneficial interest was terminated at the termination of the lifetime trust or later divorce from
6 Christopher, she would continue to have a right to her distributive share upon termination of the
7 Trust.⁶⁷

8
9 If Cheryl's beneficial rights were not terminated at the death of Beatrice or at her divorce
10 from Christopher, then she arguably retained her beneficial status, because she already qualified
11 as the current spouse of Christopher at the time of the signing of the Trust,⁶⁸ and she is the
12 actual insured under the terms of the life insurance policy held by the Trust currently being
13 disputed by the parties.⁶⁹

14
15 Assuming *arguendo* that Cheryl's beneficial status was not terminated, she would
16 arguably continue to retain her beneficial rights even if the Trust was later divided.⁷⁰ She would
17 also require notice as to the current petition; however, she was not noticed on Caroline's
18 Petition despite Caroline's care to notice Tarja, and was not a party to the change in situs
19 effectuated by Mr. Lehnardt. Whether or not she is entitled to notice regarding whether or not
20
21

22
23 ⁶⁶ Trust, Article Three, Section 11 ("This lifetime trust shall terminate upon the death of the Trustmaker, and the
24 principal and accrued and undistributed net income shall be distributed under the Articles that follow."); See also
Article Four, Section 1, Paragraph i.

⁶⁷ Id.

25 ⁶⁸ Trust, Article Fourteen, Section 1, Paragraph j., Page 14-4 (An individual is a "spouse" if such individual is then
current spouse of a child of mine on the signing date of this trust.)

26 ⁶⁹ Trust, Article Fourteen, Section 1, Paragraph j., Page 14-4 (An individual is a "spouse" if such individual is then
current spouse of a child of mine on the signing date of this trust.)

27 ⁷⁰ Trust, Article Twelve, Paragraphs b. and c. (If a trust under this agreement, whether created under the Section or
not, is entirely exempt or nonexempt from generation-skipping tax and adding property to it would partially subject
28 the trust to generation-skipping tax, my Trustee may hold that property in a separate trust in lieu of making the
addition. If my Trustee divides a trust into two separate trust shares or creates a separate trust for additions, the
trusts or trust shares that result shall have the same terms and conditions as the original trust.)

1 she remains a primary beneficiary for distributions was a question for the Alaskan Trustee and
2 Mr. Lehnardt to address prior to the change in situs, and more likely the Alaska court.

3 ii. Article Fourteen, Section 1, paragraph (j) creates a qualifying period for a
4 spouse married after the creation of the Trust in order to be added as a primary
5 beneficiary, under which Tarja qualifies.

6 Tarja is a secondary or other beneficiary currently entitled to discretionary distributions
7 for health, education, maintenance and support, who will become a primary beneficiary after ten
8 years of marriage or sooner if there happens to be an involuntary separation from Christopher
9 due to death or other circumstances. In order to more fully understand the nature of Tarja's
10 interest, the Court must look to the beneficiary definition set forth in Article Fourteen, Section
11 1, paragraph (a), which is referred to by paragraph (j) of the same article which states in
12 pertinent part that:
13

14 "No adopted or after-born person shall be accepted as descendant of mine unless that
15 person is the product of a valid marital union in existence prior to the birth or adopted as
16 such person and continuously for at least ten years thereafter. A valid marital union
17 exists if the husband and wife are legally married and actually reside with each other in
18 the same principal residence. The burden shall be on the person to establish that a
19 particular marital union satisfies the requirements of this paragraph....Any involuntary
20 separation during the ten year period due to circumstances beyond the control of the
21 spouses, including death of one of the spouses, shall not indicate dissolution of the
22 marital union. During the ten year qualification period, my Trustee shall hold such
23 beneficiary's trust share, if any, and shall not make any distributions for the benefit of
24 such beneficiary....Nothing in this paragraph shall operate to deny any current
25 beneficiary from receiving benefits from his or her trust share, nor in limiting the
26 discretion of my Trustee in determining those benefits."

27 It is clear from the definition of a marital union that is incorporated into Article
28 Fourteen, Section 1, Paragraph (j) that an adopted or after born person shall be accepted if he or
she is the offspring of a ten year marital union unless one of the spouses in the marital union
dies before the 10 year qualification period or is involuntarily separated.⁷¹ Under the marital

⁷¹ Trust, Article Fourteen, Section 1, Paragraph a.

1 union definition, ten years could be shortened to three years if the trustee found that an
2 involuntary separation occurred.⁷² Therefore, ten years is not really ten years even for a person
3 qualifying to become a primary beneficiary if there is an involuntary separation in the marital
4 union.
5

6 In short, a non-primary spouse in the marital union must actively choose separation in
7 order for the ten year requirement to become operative for purposes of disqualifying them as a
8 qualifying primary beneficiary. Clearly the "ten year requirement is modified under Article
9 Fourteen, Section 1, Paragraph (j), because it references directly to Article Fourteen, Section 1,
10 Paragraph (a). Paragraph (a) further provides that any current beneficiary cannot be denied
11 from receiving benefits from his or her trust share, nor in limiting the discretion of the Trustee
12 in determining those benefits. In fact, the Trust must hold the qualifying beneficiary's trust
13 share in trust during the period in which the child is maturing into adulthood and into the status
14 of a primary beneficiary.
15

16
17 Even if the Court adopts Caroline's argument that Tarja is not a qualified spouse as a
18 primary beneficiary, the Trustee still has discretion in determining the benefits of a current
19 secondary spousal beneficiary (who is in the process of qualifying or being added as vested
20 primary beneficiary) living with a primary beneficiary, and may continue with their current
21 discretionary distribution to a current secondary or other beneficiary spousal beneficiary.⁷³
22

23 iii. Article Eight, Section 3 of the Trust provides for current discretionary
24 distributions for a current spouse living with a primary beneficiary, which
25 includes Tarja.
26

27 ⁷² *Id.*

28 ⁷³ Trust, Article Fourteen, Section 1, Paragraph a. as referred to by Paragraph j., See also Trust, Article 8, Section 3, Paragraph d. ("Distributions shall only be made by my Trustee to a spouse or a descendant of the Primary Beneficiary after considering the needs of the Primary Beneficiary of the trust share.")

1 Caroline attempts to explain away Tarja's rights as a current secondary or other
2 beneficiary entitled to current discretionary distributions under Article Eight, Section 3,
3 Paragraph (d) by only citing to half of the paragraph, which fails to disclose the definitional
4 requirement which permits Tarja to receive current discretionary distributions as a secondary
5 beneficiary or other beneficiary living with her husband Christopher (who is a primary
6 beneficiary). The full sentence of Article Eight, Section 3(d) reads, "My Trustee may make
7 distributions from the trust share of a Primary Beneficiary to or for the health, education,
8 maintenance and support of the spouse of the Primary Beneficiary if the spouse is living with
9 the Primary Beneficiary. (Emphasis added).
10
11

12 The immediate question then becomes, does Tarja qualify as a current secondary or
13 other beneficiary entitled to current discretionary distributions for health, education,
14 maintenance, and support if she is a spouse living with the primary beneficiary. The answer is
15 clearly, "Yes." The Trust provides that if Tarja is living with the primary beneficiary (i.e.
16 Christopher), she is entitled to discretionary distributions for health, education, maintenance,
17 and support, but only from his share, and only after his needs as a primary beneficiary are met
18 because she is not yet a primary beneficiary.⁷⁴
19

20 Because Tarja is entitled to receive current discretionary distributions as a secondary or
21 other beneficiary from Christopher's primary share, she is not entitled to such discretionary
22 distributions for health, education, maintenance, and support until after the Trustee considers the
23 needs of Christopher as the primary beneficiary.⁷⁵ Without acknowledging the first definition of
24 a "spouse" to qualify for primary beneficiary status, Caroline points to the remaining provisions
25
26

27
28 ⁷⁴ *Id.*

⁷⁵ Trust, Article Eight, Section 3, Paragraph d. (Distributions shall only be made by my Trustee to a spouse or a descendant of the Primary Beneficiary after considering the needs of the Primary Beneficiary of the trust share.")

1 of Article Fourteen, Section 1, Paragraphs (j) and (a) which defines the second definition of the
2 term "spouse" to qualify to be added as a primary beneficiary.

3 Caroline's reference to Article Fourteen only strengthens the proper interpretation of the
4 Trust in this regard. Quotation marks are used around the term "spouse" in Article Fourteen to
5 demonstrate that it is a term of art as defined in Article Fourteen, requiring no further
6 definitional explanation unless such an additional definition is intended. However, Article
7 Eight, Section 3, Paragraph d. does just that in providing a third definition for what constitutes a
8 current spousal beneficiary entitled to distributions only from the share of a primary beneficiary.

9 This definition doesn't just state that the "spouse of a Primary Beneficiary is entitled to
10 distributions," as the reader would expect for a primary beneficiary spouse, but instead qualifies
11 the term "spouse" by further stating "the spouse of the Primary Beneficiary if the spouse is
12 living with the Primary Beneficiary."⁷⁶ This secondary or other beneficiary spouse has much
13 more limited discretionary rights than a primary beneficiary spouse, because this secondary or
14 other spouse (that is qualifying for primary status) only takes discretionary distributions for
15 health, education, maintenance, and support from the share of the Primary Beneficiary and only
16 after the trust meets the needs of the Primary Beneficiary.⁷⁷ This secondary or other beneficiary
17 spouse does not receive distributions as an independent primary beneficiary as defined in the
18 second sentence in Article Fourteen, Section 1, Paragraph (j) (which is further modified by
19 Paragraph a. of the same section), because this spouse has not qualified as a primary
20 beneficiary.

21
22
23
24
25
26 ⁷⁶ Trust, Article Eight, Section 3(d).

27 ⁷⁷ Trust, Article Fourteen, Section 1, Paragraph a. as referred to by Paragraph j.; See also Trust, Article 8, Section 3,
28 Paragraph d. ("Distributions shall only be made by my Trustee to a spouse or a descendant of the Primary Beneficiary after considering the needs of the Primary Beneficiary of the trust share.")

1 Caroline argues that Article Fourteen, Section 1, Paragraph (j) (which refers to and
2 incorporates by reference Article Fourteen, Section 1, Paragraph (a)) imposes a ten year
3 requirement of marriage upon Tarja before she can be entitled to discretionary trust distributions
4 as a primary beneficiary. This is only partly correct in that beneficiaries do not receive "primary
5 beneficiary" status until the requirements of Article Three and Article Fourteen are met (which
6 could be less than ten years under an involuntary separation), but fails to completely address if
7 non-primary beneficiaries are entitled to limited discretionary distributions under Article Eight,
8 Section 3, Paragraph d. during the qualification period to become a "primary beneficiary" under
9 Article Fourteen, Section 1. Article Three, Section 1 defines who can become a primary
10 beneficiary, and Article Fourteen sets forth the qualification requirements to become a primary
11 beneficiary. However neither Article Three nor Article Fourteen address the discretionary
12 distributions made available to the spouse who is a secondary or other beneficiary that is in the
13 process of qualifying as a primary beneficiary under Article Eight, Section 3, Paragraph d.

14
15
16
17 The purported trustee has even agreed that Tarja is a current discretionary beneficiary
18 entitled to discretionary distributions for health, education, maintenance and support, because
19 she is living with Christopher.⁷⁸ Tarja is a spouse that qualifies as a current beneficiary that
20 qualifies to receive current discretionary distributions only after the needs of the primary
21 beneficiary are met. Notably, if she was already a primary beneficiary, her needs would not be
22 secondary to those of the primary beneficiary in providing for her health, education,
23 maintenance, and support. Reading the Trust in any other way creates internal inconsistencies
24 or rather repugnant provisions within the body of the Trust.
25
26
27

28 ⁷⁸ See Response of Dunham Trust Company dated July 29, 2015 at Page 3:6-8 (In light of Tarja Davis's recently
filed Declaration, it appears that the prerequisite consent of all beneficiaries of the Trust was not obtained by the
Trust Protector in his effort to change the Trust situs from Alaska to Nevada.) (Although Christopher agrees with

1 Caroline seems to fail to understand or acknowledge that all distributions under the
2 terms of the TRUST at this time are discretionary for both primary and secondary or other
3 beneficiaries. Caroline's simplistic reading of the TRUST simply does not rest upon an entire
4 reading of the TRUST as will be discussed further below.
5

6 iv. Reasons for which there are qualifying provisions to become a primary
7 beneficiary under the terms of Trust

8 It is also helpful to understand the purpose of the qualifying period to become a primary
9 beneficiary, which is to ensure that trust assets are not diverted surreptitiously through an illicit
10 relationship to the detriment of the qualified primary beneficiaries. This is precisely the reason
11 that Beatrice required that any discretionary distributions to a secondary or other beneficiary for
12 health, education, maintenance and support be made solely from the primary beneficiary's share
13 and not the primary beneficiaries shares, and only after the primary beneficiary's needs had
14 already been met. This is evidenced by the extensive provisions of Trust, Article Eight, Section
15 3, paragraph d.
16

17 While the period of ten years can be shortened through involuntary separation, this
18 protection for the primary beneficiaries' shares is evidenced by the extensive after-born child
19 provisions contained in Article Fourteen, Section 1, paragraph a., and the requirement that such
20 an after born child be the product of the Article 14, Section 1, paragraph (j) qualified marital
21 union. The qualification period for becoming a primary beneficiary is unnecessary and
22 repugnant if the spouse of primary beneficiary is only ever entitled to a secondary or derivative
23 share for health, education, maintenance, support from the primary share of a primary
24 beneficiary, and only after the primary beneficiary's needs are met. In other words, the
25
26

27
28 Dunham Trust Company's analysis that Tarja is a beneficiary, he disputes Dunham Trust Company's role under the
purported first Amendment to the FHT Trust)

1 qualification period in Article Fourteen, Section 1, Paragraph (j) is only necessary to protect the
2 Trust from someone improperly receiving a primary share of the Trust as primary beneficiary
3 before they have qualified for it.

4 As discussed previously, Tarja is not required to be a primary beneficiary to receive
5 current discretionary distributions for health, education, maintenance and support as the spouse
6 living with the primary beneficiary derived solely from the primary beneficiaries share and only
7 after the trustee has met the needs of primary beneficiary. There is no risk to the assets of the
8 Trust in providing, as Article Eight Section 3, Paragraph d. does, limited discretionary
9 distributions to Tarja under these circumstances. This is the only reading of the Trust that
10 makes the qualification period a valid protection for the assets of the Trust, and gives proper
11 meaning to the qualification period for adding new primary beneficiaries.

12 Article Eight, Section 3 of Trust also contains provisions for establishing sub trusts for
13 the primary beneficiaries. This section states that further sub trusts can be created for shares of
14 other beneficiaries and those added pursuant to the trust terms. This section is only reconcilable
15 if the Trust contains provisions for creating a qualified or vested primary beneficiary as
16 explained above. Other beneficiaries and later added beneficiaries become the primary
17 beneficiaries of the Trust sub trust. This again shows the intent to create a primary beneficiary
18 status for future beneficiaries under the terms of the Trust. This further supports the position that
19 the Article Fourteen, Section 1, Paragraph j. defines "spouse" for the purpose of creating a
20 primary beneficiary status, which does not apply to a secondary or other beneficiary spouse then
21 living with a primary beneficiary as in the case of Tarja.

22 ///

23 ///

v. Turia is eligible to receive distributions from the Trust and is an interested party; therefore, without her consent the change in situs is invalid.

Although the Trust does not clearly outline what is meant by "mandatory distributions" and "discretionary distributions" as all distributions are discretionary, there is clearly a distinction when one considers the nature of a primary and secondary beneficiary set forth under the terms of the Trust. The term "primary beneficiary" is also undefined in the Trust. Although, the term "secondary beneficiary" is never used, it is clear that one who is not a "primary beneficiary" is a "secondary or other beneficiary." It is clear that an after born or adopted child is a secondary beneficiary along with a spouse living with the primary beneficiary, because the after born or adopted child's trust share must be retained by the Trustee until he or she qualifies, and the after-married spouse takes a secondary or share during the period in which he or she is qualifying as a primary spousal beneficiary while living with a primary beneficiary. Here the term "primary beneficiary" refers to those beneficiaries entitled to receive something more than discretionary distributions for health, education, maintenance and support from the TRUST. This is evidenced by the trust's reference to primary beneficiaries receiving a "share" of the trust.⁷⁹

Those entitled to receive discretionary distributions for health, education, maintenance, and support are secondary beneficiaries, their distribution is derived solely from the share of a primary beneficiary, because they don't have their own share until they properly qualify as a primary beneficiary. Therefore, Article Fourteen Section 1, Paragraph j. creates a primary

⁷⁹ Trust, Article Eight, Section 3, opening paragraph stating ("Except to the extent, if any, otherwise provided by more restrictive provisions contained in subsequent sections of this Article with respect to a particular trust share, each trust share created for a beneficiary pursuant to Section 1 of this Article shall be held, administered, and distributed in accordance with the following directives. During the lifetime of the named beneficiary of any share, such named beneficiary shall be the Primary Beneficiary of such share; thereafter, if the share is subdivided into separate shares for my descendants or otherwise, the person for whom the separate share is established shall be the Primary Beneficiary thereof.")

1 beneficiary status whereas Article Eight, Section 3, Paragraph d. authorizes distributions to a
2 secondary or other beneficiary independent of any qualifying period, but subject to a more
3 narrow and limited standard.

4
5 Tarja was legally married to, and then living with Christopher D. Davis at the time of the
6 February 24th, 2014 amendment⁸⁰ and therefore was eligible to receive discretionary
7 distributions from the Trust for health, education, maintenance and support. She is a beneficiary
8 eligible to receive distributions and would be an interested party in all actions involving the
9 Trust.

10
11 Tarja's consent would have been necessary to change the situs of Trust. Because Tarja
12 did not provide her consent, the Trust provision requiring the consent of all beneficiaries then
13 eligible to receive distributions to enable a change in trust situs was not met.⁸¹ Therefore, the
14 situs of the Trust remains in Alaska and this court remains without proper jurisdiction over
15 Trust.

16
17 **D. Caroline's misconduct or ex-parte communications to the Court that were included**
18 **in the May 19, 2015 Order must be removed; and Christopher his rights to seek**
19 **sanctions as a result.**

20 In her initial petition, Caroline only sought information regarding loans made from an
21 Ashley Cooper Life Insurance Policy owned by the trust. The overwhelming majority of the
22 loans which Caroline sought information about were generated during the tenure of the Alaskan
23

24
25
26 ⁸⁰ See Caroline's Objection dated July 31, 2015 at Exhibit 3 re: Affidavit of Tarja Davis dated July 24, 2013.

27 ⁸¹ Trust, Article Fourteen, Section 6, Paragraph 1 (Except as expressly provided herein, the situs of this agreement
28 or any subtrust established hereunder may be changed by the unanimous consent of all of the beneficiaries then
eligible to receive mandatory or discretionary distributions of net income under this agreement or such subtrust,
with the consent of any then-acting Protector and the Trustee thereof, which shall be given only after Trustee has
obtained advice from counsel as to the tax and other consequences of a change in situs. (Emphasis added).

1 Trustees, the previous trustees of the trust. Caroline sought to have this court order Christopher
2 to:

3 disclose any and all documentation and information related to (a) the Policy Loans,
4 including, but not limited to, the identity of any entity, trust or individual who has
5 received and or benefited from such loans, the purpose of such loans, the circumstances
6 surrounding the distribution and use of such loans, the repayment of such loans (if any),
7 the collateral for such loans, executed promissory notes, etc.; and (B) FHT holdings
8 LLC.⁸²

9 At the April 22, 2015 hearing or thereafter, the court did not find that personal service
10 had been effectuated to Christopher, it did not find that Christopher had established minimum
11 contacts, and it did not find that it took jurisdiction over Christopher as manager of the LLC or
12 in any other capacity other than allegedly as a trust advisor. This court also assumed
13 jurisdiction over the trust based on a theory of constructive trust.

14 On May 11, 2015, Caroline submitted a proposed order to the court. Caroline's proposed
15 order would have specifically ordered Christopher to produce:

16 Any and all information and documentation in his possession, custody or control related
17 to any and all loans taken from the trust, including but not limited to those showing or
18 relating to:

- 19 (a) The purpose of each loan;
20 (b) Who received the loan proceeds or the benefit of such loan proceeds;
21 (c) How the loan proceeds were used;
22 (d) The repayment terms for each loan and whether any repayment was made;
23 (e) Any and all collateral agreements related to any and all loans; and
24 (f) Any and all loan agreements and/or promissory notes for any and all loans.⁸³

25 After receipt of Caroline's proposed order Christopher submitted a competing order
26 signed by all other parties. Ultimately the court rejected Caroline's proposed order. After two
27 interlineations the court signed Christopher's proposed order.

28 ⁸² See Caroline's Petition filed 02/10/15.

⁸³ See Letter from Mark Solomon, Esq. to Judge Gloria Sturman dated May 11, 2015 with Proposed Order
submitted by Caroline Davis May 11, 2015 attached to Christopher's Reply and Opposition as Exhibit B.

1 Prior to the Court's interlineations, Mr. Solomon submitted an ex-parte communication
2 or ex-parte letter to the Court containing unnoticed arguments (which was later provided to
3 counsel) and new case law meant to justify Caroline's departure from the oral and written record
4 of the April 22, 2014 hearing.⁸⁴ Specifically Mr. Solomon argued in his ex-parte letter that
5 Christopher's proposed order should be rejected because it did not grant access to information in
6 Christopher's *custody or control*,⁸⁵ and it did not assume jurisdiction over Christopher *as*
7 *manager of FHT Holdings*.⁸⁶ Although Mr. Solomon argued at the hearing that the court could
8 assume jurisdiction over Christopher as manager of FHT Holdings LLC,⁸⁷ the transcript
9 indicates that the Court did not, in fact, take such jurisdiction at the hearing.⁸⁸ In fact, the court
10 explicitly limited jurisdiction during its oral ruling to Christopher's role as Investment Trust
11 Advisor.⁸⁹ This is further evidenced by the numerous requests by Mr. Barney for the court to
12 clarify how it was taking jurisdiction and over what/whom and in what role.⁹⁰ Additionally, the
13 transcript indicates that the court when asked about the breadth of the required disclosure
14 specifically limited disclosure to those documents in Christopher's *possession* as investment
15 advisor.⁹¹

16
17
18
19 Upon later receiving Mr. Solomon's ex-parte letter to the court, Mr. Barney immediately
20 sought clarification of Mr. Solomon's unnoticed submission to the court⁹² requested then
21

22
23 ⁸⁴ See Christopher's Reply and Opposition filed 8/27/15 at Exhibit B re: Letter from Mark Solomon, Esq. to Judge
24 Gloria Sturman dated May 11, 2015.

25 ⁸⁵ *Id.* at Page 2, Last Paragraph.

26 ⁸⁶ *Id.* at Page 1, Last Paragraph.

27 ⁸⁷ See Transcript dated 4/27/15, Page 18:20-25.

28 ⁸⁸ *Id.* at Page 51: 4-16, see also Page 53:21-23.

⁸⁹ *Id.* at Page 54:23-24 Court stating: "It's what Mr. -- It's what he has in his role as Investment Trust Advisor.
That's it."

⁹⁰ *Id.* at Pages 51-55

⁹¹ *Id.* at Page 54:14-25 and Page 55:1-4, specifically Page 55: 2-4 states: "If that's not -- you know, if that's not in
his possession, it's not in his possession. It's only what's -- what he's got in his possession."

⁹² See Christopher's Reply and Opposition filed 8/27/15 at Exhibit C re: email from Anthony L. Barney, Esq. dated
May 12, 2015 to all parties.

1 requested an opportunity to brief the new arguments to understand the impositions on
2 Christopher based on Mr. Solomon's new arguments advanced in his May 11, 2015 letter.⁹³
3 Without providing any other party further opportunity to brief the arguments raised by Mr.
4 Solomon, the court signed Christopher's proposed order with two significant interlineations.
5 The order submitted by Christopher's counsel (and signed by all other parties except Caroline's
6 counsel) without the court's interlineations stated that Christopher must disclose information "in
7 his possession as Investment Trust Advisor," which was the exact wording reflected in the oral
8 and minute orders of the Court.
9

10 However, the two interlineations made by the court to the May 19, 2015 Order reflect,
11 nearly verbatim, the requests made by Mr. Solomon in his ex-parte letter to the Court.⁹⁴
12 Specifically the court added "custody or control" to the order which is precisely the request
13 made by Mr. Solomon.⁹⁵ Additionally Mr. Solomon argued that the order should require
14 information from Mr. Davis "in his individual capacity and as manager of FHT Holdings,
15 LLC."⁹⁶ and "As such, any information or documentation Mr. Davis has in his possession as
16 Manager of FHT Holding, LLC or individually, he also has in his possession as investment trust
17 advisor, and therefore he must be required to produce it."⁹⁷
18
19

20 After receipt of Caroline's proposed order and Mr. Solomon's letter, this court signed
21 the current order which provides production to of information in Christopher's "possession [,]
22 custody or control, *in his role as Investment Trust Advisor and [in] [or] his role as manager of*
23
24

25 ⁹³ See Christopher's Reply and Opposition filed 8/27/15 at Exhibit D re: e-mail and Letter from Anthony L.
26 Hamey, Esq. to court and all parties dated May 12, 2015.

27 ⁹⁴ See Order signed May 19, 2015 (June 24, 2015) at Page 3:3-7, See also Letter to Judge Sturman from Mark
28 Solomon, Esq. dated May 11, 2015 at Page 1, Last Paragraph and Page 2, Last Paragraph.

⁹⁵ See Letter to Judge Gloria Sturman by Mark Solomon, Esq. dated May 11, 2015, Page 2, Last Paragraph ("As
such this court should require Mr. Davis to disclose any and all information and documentation in his possession,
custody, or control.")

⁹⁶ *Id.* at Page 1, Last Paragraph

1 *FHT Holdings*.⁷⁷ Caroline was able to persuade the Court to adopt her arguments advanced in
2 her May 11, 2015 letter outside of a regularly noticed hearing, improperly denying all parties the
3 ability to respond to the legal authority provided Mr. Solomon to this Court in his May letter.
4 Unfortunately, the actual wording of the order appears to read one of several ways depending on
5 the way in which one interprets the interlineations set forth by the Court order. These are as
6 follows:

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition for
9 Immediate Disclosure of Documents and Information from Christopher D. Davis is
10 granted as to all information in his possession custody or control in his role as
Investment Trust Advisor, and [in] [or] his role as manager of the FHT Holdings.

11 The other reading if one interprets the mark between "possession" and "in" is a comma
12 and not a "line" directing the reader to the above interlineation, the following interpretation is:

14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petition for
15 Immediate Disclosure of Documents and Information from Christopher D. Davis is
16 granted as to all information in his possession, custody or control in his role as
Investment Trust Advisor, and [in] [or] his role as manager of the FHT Holdings.

17 The greatest difficulty in interpretation arises with regard to whether the word "in" or
18 "or" is the actual word of the court between the words, "and," and "his role as manager of FHT
19 Holdings." The reader is simply left to guess at the actual import of the interlineations.
20 Furthermore, it is not clear whether information in Christopher's possession, custody, or control
21 applies to his role as manager of FHT Holdings, LLC.

23 Even with the addition of her requested interlineations or partial interlineations, Caroline
24 is apparently unhappy with the current order because it limits her attempts to force production
25 from Christopher, of information held in a fiduciary capacity by the Alaskan Trustees. As such
26

27
28 ⁷⁷ *Id.* at Page 2, First Paragraph.

⁷⁸ See May 19, 2015 Order filed June 24, 2015 at Page 3:3-7.

1 she has filed the current, duplicative motion, although she could have sought relief in response
2 to Christopher's Petition for Reconsideration. It is clear, however, that Caroline's own ex-parte
3 communication and misconduct caused the verbatim interlineations on the May 19, 2015 Order.
4
5 Therefore, if this Court is to even consider this Motion to Amend, it must also find that
6 Caroline's own misconduct in her ex-parte communications with the Court was the cause of the
7 current situation. If jurisdiction is deemed proper in this matter, Christopher hereby reserves his
8 right to seek sanctions, attorney fees and costs as a result.

9 IV. CONCLUSION

10 For the foregoing reasons, Christopher respectfully requests the Court do the following,
11

- 12 1. Find that Caroline's Motion to Amend is a duplicative, unnecessary and/or a vexatious
13 filing;
- 14 2. Find that Caroline could have sought the relief requested herein in response to
15 Christopher's Petition for Reconsideration.
- 16 3. Deny Caroline's entire Motion to Amend and her requests for relief in their entirety;
- 17 4. Dismiss this action in its entirety until an Alaska court determines the validity of the
18 change in situs, and/or the First Amendment; and
19

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

1 5. Deny the exercise of *in rem* and *in personam* jurisdiction over any and all parties in this
2 matter.
3

4 DATED this 27th day of August, 2015.

5 Respectfully Submitted,
6 ROLAND LAW FIRM

7 

8 Harriet H. Roland, Esq.
9 NV Bar No. 5471
10 2470 E. St. Rose Pkwy, Ste. 105
11 Henderson, NV 89074
12 Telephone: (702) 452-1500
13 Facsimile: (702) 920-8903
14 hroland@rolandlawfirm.com
15 Attorney for Christopher D. Davis

16 Respectfully Submitted,
17 ANTHONY L. BARNEY, LTD.

18 

19 Anthony L. Barney, Esq.
20 Nevada Bar No. 8366
21 3317 W. Charleston Blvd., Suite B
22 Las Vegas, NV 89102
23 Telephone: (702) 438-7878
24 Facsimile: (702) 259-1116
25 office@anthonybarney.com
26 Attorney for Christopher D. Davis
27
28

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Anthony L. Barney, Ltd., and not a party to this action. I further certify that except as otherwise noted on August 21st, 2015, I served the foregoing CHRISTOPHER D. DAVIS' OPPOSITION TO CAROLINE DAVIS' MOTION TO AMEND OR MODIFY ORDER PURSUANT TO NRCP 60 (b)(3) by first class US mail, postage prepaid, upon the following persons or entities:

Cheryl Davis
5403 West 134 Terrace, Unit 1525
Overland Park, KS 66209

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


Winfield B. Davis
Skyline Terrace Apts.
930 Figueroa Terr. Apt. 529
Los Angeles, California 90012-3072

Ace Davis
c/o Winfield B. Davis
Skyline Terrace Apts.
930 Figueroa Terr. Apt. 529
Los Angeles, California 90012-3072

Christopher D. Davis
3005 North Beverly Glen Circle
Los Angeles, California 90077
And
514 West 26th Street, #3E
Kansas City, Missouri 64108

Registered Agent Solutions, Inc.
Registered Agent for TRUST Holdings, LLC, a Nevada Limited Liability Company
4625 West Nevso Drive, Suite 2
Las Vegas, Nevada 89103

1 JONATHAN W. BARLOW, ESQ.
2 CLEAR COUNSEL LAW GROUP
3 50 Stephanie Street, Suite 101
4 Henderson, Nevada 89012
5 Jonathan@clearcounsel.com
6 *Attorneys for Stephen K. Lehnardt*
7
8 Mark Solomon, Esq.
9 Joshua Hood, Esq.
10 SOLOMON DWIGGINS & FREER, LTD.
11 9060 W. Cheyenne Ave.
12 Las Vegas, NV 89129
13 *Attorney for Petitioner Caroline Davis*
14
15 DUNHAM TRUST
16 SHANNA CORESSAL, CTFA
17 c/o Charlene Renwick, Esq.
18 Lee, Hernandez, Landrum & Garofalo
19 7575 Vegas Drive, #150
20 Las Vegas, Nevada 89128
21
22
23
24
25
26
27
28


Employee of Anthony L. Barney, Ltd.

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

3 CHRISTOPHER D. DAVIS,

4
5 Petitioner

6 vs.

7
8 THE EIGHTH JUDICIAL DISTRICT
9 COURT OF THE STATE OF NEVADA,
10 IN AND FOR THE COUNTY OF CLARK,
11 AND THE HONORABLE JUDGE
GLORIA J. STURMAN,

12 Respondent

13 and

14 CAROLINE DAVIS,

15 Real Party in Interest

Case No.: P-15-083867-1
Electronically Filed
Oct 08 2015 03:30 p.m.
Tracie K. Lindeman
District Court Case No.
Clerk of Supreme Court

16 **PETITIONER'S APPENDIX**
17 **VOLUME VII**

18
19 Respectfully Submitted,
20 ROLAND LAW FIRM

21 
22 Harriet H. Roland, Esq.

23 Nevada Bar No. 5471

24 2470 E. St. Rose Pkwy, Ste. 105

25 Henderson, NV 89074

26 Telephone: (702) 452-1500

27 Facsimile: (702) 920-8903

28 hroland@rolandlawfirm.com

Attorney for Christopher D. Davis

Respectfully Submitted,
ANTHONY L. BARNEY, LTD.

21 
22 Anthony L. Barney, Esq.

23 Nevada Bar No. 8366

24 3317 W. Charleston Blvd., Suite B

25 Las Vegas, NV 89102

26 Telephone: (702) 438-7878

27 Facsimile: (702) 259-1116

28 office@anthonybarney.com

Attorney for Christopher D. Davis

ALPHABETICAL
TABLE OF CONTENTS

Volume Number	Exhibit Number	Title of Document	Page Numbers
VIII	33	Addendum to and Withdrawal of Certain Statements Referenced in the: (1)Objection to Petition for Reconsideration of the Order dated May 19, 2015 Re: Petition to Assume Jurisdiction Over the Beatrice B. Davis Family Heritage Trust dated July 28, 2000, as Amended on February 24, 2014, to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee, and for Immediate Disclosure of Documents and Information from Christopher D. Davis; and Counterpetition for Sanctions; (2)Amendment and Supplement to Counterpetition for Sanctions; and (3)Motion to Amend or Modify Order Pursuant to NRCP 60(b)(3)	001322-001357
V	16	Amendment and Supplement to Counter Petition for Sanctions	000780-000794
V	14	Case Appeal Statement	000684-000700
VIII	26	Christopher D. Davis' Motion for Protective Order and to Modify or Quash the Subpoena	001185-001221
II	2	Christopher D. Davis' Motion To Dismiss Pursuant To NRCP (12)(b) And NRCP 19 and Errata	000283-000308
VII	25	Christopher D. Davis' Opposition to Caroline Davis' Motion to Amend or Modify Order Pursuant to NRCP 60(b)(3)	001139-001184
VIII	37	Christopher D. Davis' Opposition to Caroline Davis' Motion to Strike Christopher D. Davis' Arguments and Requests for Relief in his Reply to Caroline D. Davis' Objection to Petition for Reconsideration in Excess of Thirty (30) Pages as	001373-001390

1			the Reply Violates EDCR 2.20 and Countermotion	
2			for Leave to File a Reply in Excess of Thirty (30)	
3			Pages	
4	VII	23	Christopher D. Davis' Reply to Caroline Davis'	000987-
5			Objection to Petition for Reconsideration of the	001118
6			Order Dated May 19, 2015 re: Petition to Assume	
7			Jurisdiction over the Beatrice B. Davis Family	
8			Heritage Trust Dated July 28, 2000, as Amended	
9			on February 24	
10	VIII	31	Christopher D. Davis' Reply to Caroline Davis'	001307-
11			Opposition to His Motion for a Protective Order	001313
12			and to Quash or Modify Subpoena	
13	III	6	Christopher D. Davis' Reply to Caroline Davis'	000350-
14			Opposition to his Motion to Dismiss Pursuant to	000375
15			NRCP (12)(b) and NRCP 19	
16	IX	42	Court Minutes dated September 16, 2015	001539-
17				001541
18	IX	43	Court Minutes dated September 30, 2015	001542-
19				001543
20	VI	21	Declaration Of Christopher D. Davis	000977-
21				000979
22	V	11	Declaration of Tarja Davis	000478-
23				000483
24	IX	45	Email from Anthony L. Barney, Esq. dated	0001549-
25			October 7, 2015	0001551
26	VIII	36	Errata to Christopher D. Davis' Petition to Stay	001368-
27			Discovery Until the August 19, 2015 Hearing on	001372
28			Motion for Reconsideration or in the Alternative,	
			Petition for Protective Order from Discovery by	
			Subpoena	
	VI	22	Errata To Petition For Reconsideration Of The	000980-
			Order Dated May 19, 2015 To Assume	000986
			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	

1			Immediate Disclosure Of Documents And	
2			Information From Christopher D. Davis	
3	V	17	Motion to Amend or Modify Order Pursuant to	000795-
4			NRCP 60(b)(3)	000836
5	IX	39	Motion to Compel Attendance at Deposition and	001477-
6			Motion for Sanctions	001520
7	VI	20	Motion to Compel Harriet Roland, Esq., to	000897-
8			Produce Documents Responsive to Subpoena	000976
9			Duces Tecum; and for Attorneys' Fees and Costs	
10	VI	19	Motion to Hold Christopher D. Davis in Contempt	000871-
11			and for Attorneys' Fees and Costs	000896
12	VIII	30	Motion to Strike Christopher D Davis' Arguments	001300-
13			and Requests for Relief in his Reply to Caroline D	001306
14			Davis' Objection to Petition for Reconsideration in	
15			Excess of Thirty (30) Pages as the Reply Violates	
16			EDCR 2.20	
17	V	13	Notice of Appeal	000679-
18				000683
19	III	9	Notice of Entry of Order	000440-
20				000445
21	VIII	34	Notice of Non-Appearance of Christopher D.	001358-
22			Davis	001363
23	VIII	35	Notice of Partial Withdrawal of Petition and	001364-
24			Partial Withdrawal of Petition to Stay Discovery	001367
25			until the August 19th, 2015 Hearing on Motion for	
26			Reconsideration or in the Alternative, Petition for	
27			Protective Order from Discovery by Subpoena	
28	IV	10	Notice of Petition and Petition for Reconsideration	000446-
			of the Order Dated May 19, 2015 Re: Petition to	000477
			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	
	V	18	Notice of Petition and Petition to Stay Discovery	000837-

1			until the August 19, 2015 Hearing on Motion for	000870
2			Reconsideration	
3	V	15	Objection to Petition for Reconsideration of the	000701-
4			Order Dated May 19, 2015 Re: Petition to Assume	000779
5			Jurisdiction Over the Beatrice B. Davis Family	
6			Heritage Trust Dated July 28, 2000, as Amended	
7			on February 24, 2014, to Assume Jurisdiction	
8			Over Christopher D. Davis as Investment Trust	
9			Advisor, Stephen K. Lehnardt as Distribution	
10			Trust Advisor to Confirm Dunham Trust Company	
11	VIII	27	as Directed Trustee and for Immediate Disclosure	
12			of Documents and Information from Christopher	
13			D. Davis; AND Counter Petition for Sanctions	
14				
15			Objection to Petition to Stay Discovery Until the	001222-
16			August 19, 2015 Hearing on Motion for	001238
17			Reconsideration or in the Alternative, Petition for	
18			Protective Order From Discovery by Subpoena	
19	VIII	28	Opposition to Caroline Davis' Motion to Compel	001239-
20			Harriet H. Roland, Esq. to Produce Documents	001285
21			Responsive to Subpoena Duces Tecum; Counter	
22			Motion to Quash	
23	VII	24	Opposition to Caroline Davis' Motion to Hold	001119-
24			Christopher D. Davis in Contempt and for	001138
25			Attorney's Fees and Costs	
26	VIII	29	Opposition to Christopher D. Davis' Motion for a	001286-
27			Protective Order and to Quash or Modify	001299
28			Subpoena	
	II	3	Opposition to Christopher D. Davis' Motion to	000309-
			Dismiss Pursuant to NRCP(12)(b) and NRCP 19	000321
	II	4	Opposition to Petition to Assume Jurisdiction over	000322-
			the Beatrice B. Davis Family Heritage Trust, dated	000325
			July 28, 2000, as Amended on February 24, 2014;	
			to Assume Jurisdiction over Christopher D. Davis	
			as Investment Trust Advisor and Stephen K.	
			Lehnardt as Distribution Trust Advisor; to	
			Confirm Dunham Trust Company as Directed	
			Trustee; and for Immediate Disclosure of	
			Documents and Information from Christopher D.	
			Davis, and Limited Joinder to Christopher D.	

1			Davis's Motion to Dismiss Pursuant to NRCP 12(b) and NRCP 19	
2	III	8	Order	000435-
3				000439
4	I and II	1 (pts 1 and 2)	Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust Dated July 28 2000 as Amended on February 24, 2014; to Assume Jurisdiction Over Christopher D Davis As Investment Trust Advisor and Stephen K Lehnardt as Distribution Trust Advisor; to Confirm Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Documents and Information from Christopher D Davis	000001-000282
5				
6				
7				
8				
9				
10	IX	44	Proposed Order Regarding September 30, 2015 Hearing	001544-001548
11				
12	IX	41	Reply to Christopher D. Davis Opposition to Caroline Davis' Motion to Hold Christopher D. Davis in Contempt and for Attorneys' Fees and Costs	001533-001538
13				
14				
15	II	5	Reply to Opposition to Petition to Assume Jurisdiction Over the Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, as Amended on February 24, 2014; to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lehnardt as Distribution Trust Advisor; to Confirm Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Documents and Information from Christopher D. Davis and Limited Joinder to Christopher D. Davis's Motion to Dismiss Pursuant to NRCP12(b) and NRCP 19	000326-000349
16				
17				
18				
19				
20				
21				
22				
23	V	12	Response to Petition for Reconsideration	000484-000678
24				
25	VIII	32	Supplement to Objection to Petition for Reconsideration of the Order Dated May 19 2015 RE: Petition to Assume Jurisdiction over the Beatrice B Davis Family Heritage Trust Dated July 28, 2000 as Amended on February 24, 2014 to Assume Jurisdiction Over Christopher D. Davis	001314-001321
26				
27				
28				

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

		as investment trust advisor, Stephen K. Lehnardt as Distribution Trust Advisor to Confirm Dunham Trust Company as Directed Trustee, and for Immediate Disclosure of Documents and Information from Christopher D. Davis and Counter Petition for Sanctions	
IX	40	Supplement to Opposition to Caroline Davis' Motion to Hold Christopher D. Davis in Contempt and for Attorney's Fees and Costs	001521-0001532
IX	38	Transcript of Proceedings All Pending Motions, September 2, 2015	001391-001476
III	7	Transcript of Proceedings Motion to Dismiss: Motion on Christopher Davis' Motion to Dismiss Pursuant to NRCP 12(B) and NRCP 19; Petition to Assume Jurisdiction over the Beatrice B. Davis Family Trust, Assume Jurisdiction over Christopher David as Investment Trust Advisor and Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee, and for Immediate Disclosure of Documents and Information from Christopher D. Davis April 22, 2015	000376-000434

CHRONOLOGICAL
TABLE OF CONTENTS

Volume Number	Exhibit Number	Title of Document	Page Numbers
I and II	1 (pts 1 and 2)	Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust Dated July 28 2000 as Amended on February 24, 2014; to Assume Jurisdiction Over Christopher D Davis As Investment Trust Advisor and Stephen K Lehnardt as Distribution Trust Advisor; to Confirm Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Documents and Information from Christopher D Davis	000001-000282
II	2	Christopher D. Davis' Motion To Dismiss Pursuant To NRCP (12)(b) And NRCP 19 and Errata	000283-000308
II	3	Opposition to Christopher D. Davis' Motion to Dismiss Pursuant to NRCP(12)(b) and NRCP 19	000309-000321
II	4	Opposition to Petition to Assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as Amended on February 24, 2014; to Assume Jurisdiction over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lehnardt as Distribution Trust Advisor; to Confirm Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Documents and Information from Christopher D. Davis, and Limited Joinder to Christopher D. Davis's Motion to Dismiss Pursuant to NRCP 12(b) and NRCP 19	000322-000325
II	5	Reply to Opposition to Petition to Assume Jurisdiction Over the Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, as Amended on February 24, 2014; to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor and Stephen K. Lehnardt as Distribution Trust Advisor; to Confirm Dunham Trust Company as Directed Trustee; and for Immediate Disclosure of Documents and Information from	000326-000349

1			Christopher D. Davis and Limited Joinder to	
2			Christopher D. Davis's Motion to Dismiss	
3			Pursuant to NRCP12(b) and NRCP 19	
4	III	6	Christopher D. Davis' Reply to Caroline Davis' Opposition to his Motion to Dismiss Pursuant to NRCP (12)(b) and NRCP 19	000350-000375
5	III	7	Transcript of Proceedings Motion to Dismiss: Motion on Christopher Davis' Motion to Dismiss Pursuant to NRCP 12(B) and NRCP 19; Petition to Assume Jurisdiction over the Beatrice B. Davis Family Trust, Assume Jurisdiction over Christopher David as Investment Trust Advisor and Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee, and for Immediate Disclosure of Documents and Information from Christopher D. Davis April 22, 2015	000376-000434
13	III	8	Order	000435-000439
15	III	9	Notice of Entry of Order	000440-000445
16	IV	10	Notice of Petition and Petition for Reconsideration of the Order Dated May 19, 2015 Re: Petition to Assume Jurisdiction over the Beatrice B Davis Family Heritage Trust Dated July 28, 2000, as Amended on February 24, 2014, to Assume Jurisdiction over Christopher D Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor, to Confirm Dunham Trust Company as Directed Trustee, and for Immediate Disclosure of Documents and Information from Christopher D Davis	000446-000477
24	V	11	Declaration of Tarja Davis	000478-000483
25	V	12	Response to Petition for Reconsideration	000484-000678
26	V	13	Notice of Appeal	000679-000683
28	V	14	Case Appeal Statement	000684-

1				000700
2	V	15	Objection to Petition for Reconsideration of the Order Dated May 19, 2015 Re: Petition to Assume Jurisdiction Over the Beatrice B. Davis Family Heritage Trust Dated July 28, 2000, as Amended on February 24, 2014, to Assume Jurisdiction Over Christopher D. Davis as Investment Trust Advisor, Stephen K. Lehnardt as Distribution Trust Advisor to Confirm Dunham Trust Company as Directed Trustee and for Immediate Disclosure of Documents and Information from Christopher D. Davis; AND Counter Petition for Sanctions	000701-000779
3				
4				
5				
6				
7				
8				
9				
10	V	16	Amendment and Supplement to Counter Petition for Sanctions	000780-000794
11	V	17	Motion to Amend or Modify Order Pursuant to NRCP 60(b)(3)	000795-000836
12				
13	V	18	Notice of Petition and Petition to Stay Discovery until the August 19, 2015 Hearing on Motion for Reconsideration	000837-000870
14				
15	VI	19	Motion to Hold Christopher D. Davis in Contempt and for Attorneys' Fees and Costs	000871-000896
16	VI	20	Motion to Compel Harriet Roland, Esq., to Produce Documents Responsive to Subpoena Duces Tecum; and for Attorneys' Fees and Costs	000897-000976
17				
18	VI	21	Declaration Of Christopher D. Davis	000977-000979
19				
20	VI	22	Errata To Petition For Reconsideration Of The Order Dated May 19, 2015 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	000980-000986
21				
22				
23				
24				
25				
26				
27				
28	VII	23	Christopher D. Davis' Reply to Caroline Davis' Objection to Petition for Reconsideration of the	000987-001118

1			Order Dated May 19, 2015 re: Petition to Assume	
2			Jurisdiction over the Beatrice B. Davis Family	
3			Heritage Trust Dated July 28, 2000, as Amended	
4			on February 24	
5	VII	24	Opposition to Caroline Davis' Motion to Hold	001119-
6			Christopher D. Davis in Contempt and for	001138
7			Attorney's Fees and Costs	
8	VII	25	Christopher D. Davis' Opposition to Caroline	001139-
9			Davis' Motion to Amend or Modify Order	001184
10			Pursuant to NRCP 60(b)(3)	
11	VIII	26	Christopher D. Davis' Motion for Protective Order	001185-
12			and to Modify or Quash the Subpoena	001221
13	VIII	27	Objection to Petition to Stay Discovery Until the	001222-
14			August 19, 2015 Hearing on Motion for	001238
15			Reconsideration or in the Alternative, Petition for	
16			Protective Order From Discovery by Subpoena	
17	VIII	28	Opposition to Caroline Davis' Motion to Compel	001239-
18			Harriet H. Roland, Esq. to Produce Documents	001285
19			Responsive to Subpoena Duces Tecum; Counter	
20			Motion to Quash	
21	VIII	29	Opposition to Christopher D. Davis' Motion for a	001286-
22			Protective Order and to Quash or Modify	001299
23			Subpoena	
24	VIII	30	Motion to Strike Christopher D Davis' Arguments	001300-
25			and Requests for Relief in his Reply to Caroline D	001306
26			Davis' Objection to Petition for Reconsideration in	
27			Excess of Thirty (30) Pages as the Reply Violates	
28			EDCR 2.20	
	VIII	31	Christopher D. Davis' Reply to Caroline Davis'	001307-
			Opposition to His Motion for a Protective Order	001313
			and to Quash or Modify Subpoena	
	VIII	32	Supplement to Objection to Petition for	001314-
			Reconsideration of the Order Dated May 19 2015	001321
			RE: Petition to Assume Jurisdiction over the	
			Beatrice B Davis Family Heritage Trust Dated	
			July 28, 2000 as Amended on February 24, 2014	
			to Assume Jurisdiction Over Christopher D. Davis	
			as investment trust advisor, Stephen K. Lehnardt	
			as Distribution Trust Advisor to Confirm Dunham	

1			Trust Company as Directed Trustee, and for	
2			Immediate Disclosure of Documents and	
3			Information from Christopher D. Davis and	
4	VIII	33	Counter Petition for Sanctions	
5			Addendum to and Withdrawal of Certain	001322-
6			Statements Referenced in the: (1)Objection to	001357
7			Petition for Reconsideration of the Order dated	
8			May 19, 2015 Re: Petition to Assume Jurisdiction	
9			Over the Beatrice B. Davis Family Heritage Trust	
10			dated July 28, 2000, as Amended on February 24,	
11			2014, to Assume Jurisdiction Over Christopher D.	
12			Davis as Investment Trust Advisor, Stephen K.	
13			Lehnardt as Distribution Trust Advisor, to	
14			Confirm Dunham Trust Company as Directed	
15			Trustee, and for Immediate Disclosure of	
16			Documents and Information from Christopher D.	
17			Davis; and Counterpetition for Sanctions;	
18			(2)Amendment and Supplement to Counterpetition	
19			for Sanctions; and (3)Motion to Amend or Modify	
20			Order Pursuant to NRCP 60(b)(3)	
21	VIII	34	Notice of Non-Appearance of Christopher D.	001358-
22			Davis	001363
23	VIII	35	Notice of Partial Withdrawal of Petition and	001364-
24			Partial Withdrawal of Petition to Stay Discovery	001367
25			until the August 19th, 2015 Hearing on Motion for	
26			Reconsideration or in the Alternative, Petition for	
27			Protective Order from Discovery by Subpoena	
28	VIII	36	Errata to Christopher D. Davis' Petition to Stay	001368-
			Discovery Until the August 19, 2015 Hearing on	001372
			Motion for Reconsideration or in the Alternative,	
			Petition for Protective Order from Discovery by	
			Subpoena	
	VIII	37	Christopher D. Davis' Opposition to Caroline	001373-
			Davis' Motion to Strike Christopher D. Davis'	001390
			Arguments and Requests for Relief in his Reply to	
			Caroline D. Davis' Objection to Petition for	
			Reconsideration in Excess of Thirty (30) Pages as	
			the Reply Violates EDCR 2.20 and Countermotion	
			for Leave to File a Reply in Excess of Thirty (30)	
			Pages	

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

IX	38	Transcript of Proceedings All Pending Motions, September 2, 2015	001391-001476
IX	39	Motion to Compel Attendance at Deposition and Motion for Sanctions	001477-001520
IX	40	Supplement to Opposition to Caroline Davis' Motion to Hold Christopher D. Davis in Contempt and for Attorney's Fees and Costs	001521-001532
IX	41	Reply to Christopher D. Davis Opposition to Caroline Davis' Motion to Hold Christopher D. Davis in Contempt and for Attorneys' Fees and Costs	001533-001538
IX	42	Court Minutes dated September 16, 2015	001539-001541
IX	43	Court Minutes dated September 30, 2015	001542-001543
IX	44	Proposed Order Regarding September 30, 2015 Hearing	001544-001548
IX	45	Email from Anthony L. Barney, Esq. dated October 7, 2015	0001549-0001551

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

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Anthony L. Barney, Ltd., and not a party to this action. I further certify that, on the 8th day of October 2015, I served the foregoing **PETITIONER'S APPENDIX VOLUME VII** upon the following persons or entities as follows:

- | | |
|---------------------------------------|---------------------|
| Cheryl Davis | First Class US Mail |
| 5403 West 134 Terrace, Unit 1525 | |
| Overland Park, KS 66209 | |
| | |
| Tarja Davis | First Class US Mail |
| 3005 North Beverly Glen Circle | |
| Las Angeles, California 90077 | |
| And | |
| 514 West 26 th Street, #3E | |
| Kansas City, Missouri 64108 | |
| | |
| Winfield B. Davis | First Class US Mail |
| Skyline Terrace Apts. | |
| 930 Figueroa Terr. Apt. 529 | |
| Los Angeles, California 90012-3072 | |
| | |
| Ace Davis | First Class US Mail |
| c/o Winfield B. Davis | |
| Skyline Terrace Apts. | |
| 930 Figueroa Terr. Apt. 529 | |
| Los Angeles, California 90012-3072 | |
| | |
| Christopher D. Davis | First Class US Mail |
| 3005 North Beverly Glen Circle | |
| Los Angeles, California 90077 | |
| And | |
| 514 West 26 th Street, #3E | |
| Kansas City, Missouri 64108 | |

1 Registered Agent Solutions, Inc. First Class US Mail
2 Registered Agent for FHT Holdings, LLC,
3 a Nevada Limited Liability Company
4 4625 West Nevso Drive, Suite 2
Las Vegas, Nevada 89103

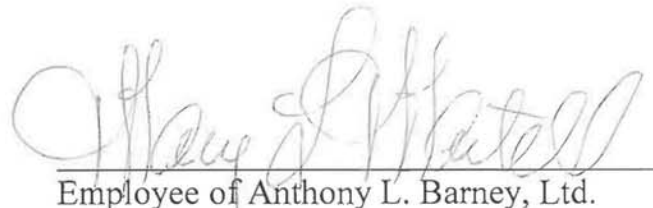
5 JONATHAN W. BARLOW, ESQ. Hand Delivered
6 CLEAR COUNSEL LAW GROUP
7 50 Stephanie Street, Suite 101
8 Henderson, Nevada 89012
9 Jonathan@clearcounsel.com
Attorneys for Stephen K. Lenhardt

10 Mark Solomon, Esq. Hand Delivered
11 Joshua Hood, Esq.
12 **SOLOMON DWIGGINS & FREER, LTD.**
13 9060 W. Cheyenne Ave.
14 Las Vegas, NV 89129
Attorney for Petitioner Caroline Davis

15 DUNHAM TRUST COMPANY Hand Delivered
16 SHANNA CORESSAL, CTFA
17 c/o Charlene Renwick, Esq.
18 Lee, Hernandez, Landrum & Garofalo
19 7575 Vegas Drive, #150
Las Vegas, Nevada 89128

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

24
25
26
27
28


Employee of Anthony L. Barney, Ltd.