

# EXHIBIT Q



## SNAPSHOT

### Current period ending July 31, 2017

ACCOUNT NAME: RAYMOND T CHRISTIAN (DECD)  
WFCS CUSTODIAN TRAD IRA

ACCOUNT NUMBER: 6785-8016

Your Financial Advisor:  
DONALD TURK  
Phone: 702-492-3852  
3800 HOWARD HUGHES PKWY  
SUITE 200  
LAS VEGAS NV 89169

If you have more than one account with us, why not link them and receive summary information for your entire household? Contact Your Financial Advisor for more details.

#### Message from Wells Fargo Advisors

IF YOU FEEL YOUR INVESTMENT OBJECTIVES, RISK TOLERANCE, OR TIME HORIZON HAVE CHANGED SINCE YOUR LAST PORTFOLIO REVIEW, CONTACT YOUR FINANCIAL ADVISOR TO DISCUSS CHOICES THAT MAKE SENSE FOR YOU.

RAYMOND T CHRISTIAN (DECD)  
WFCS CUSTODIAN TRAD IRA  
1060 DANCING VINES AVE  
LAS VEGAS NV 89183-6320

Wells Fargo Advisors is a trade name used by Wells Fargo Clearing Services, LLC, a registered broker-dealer and non-bank affiliate of Wells Fargo & Company.

Investments and insurance products are:

NOT FDIC-INSURED

NO BANK GUARANTEE

MAY LOSE VALUE

SNAPSHOT  
020 SD SD25

# General instructions and disclosures

## About this statement

### Clearing services

Wells Fargo Clearing Services, LLC (Wells Fargo Advisors), an indirect wholly owned subsidiary of Wells Fargo & Company, is a clearing broker-dealer registered with the Securities and Exchange Commission (SEC) and is a member of the New York Stock Exchange (NYSE), the Financial Industry Regulatory Authority (FINRA) and all principal U.S. exchanges. Wells Fargo Advisors carries your account(s) and acts as your custodian for funds and securities deposited with us directly by you, or as a result of transactions we process for your account. Twice a year, Wells Fargo Advisors publishes on its web site [www.wfclearing.com](http://www.wfclearing.com) a statement of the firm's financial condition. Alternatively, a printed statement is available to you upon request.

### Trade date statement

All activity and positions on this statement are shown as of the date a trade is entered on the brokerage trading system (i.e., the trade date). Proceeds from the sale of securities and costs for the purchase of securities are not transacted through your account until the actual settlement date of the trade, which may be up to three business days after the trade date (or longer for certain securities with an extended settlement date).

### Pricing of securities

Securities prices reflected on your statement may vary from actual liquidation value. Prices shown are provided by outside quotation services which we believe to be reliable but due to the nature of market data the accuracy of such prices cannot be guaranteed, or in the absence of such pricing, are estimated by Wells Fargo Advisors using available information and its judgment. Such estimates may not reflect actual trades and do not reflect a commitment by the firm to buy or sell at those prices. Securities listed on a national exchange such as the NYSE or Nasdaq Stock Market are priced as of the close of the statement period. Unlisted shares may be valued at the current best published "bid-price", and, if none exists, the last reported transaction if occurring within the last 45 days. Prices of securities not actively traded may not be available and are indicated by "N/A." Corporate and municipal bonds and other fixed income securities are priced by a computerized pricing service or, for less actively traded issues, by utilizing a yield-based matrix system to arrive at an estimated market value. Listed options are priced based on the closing "bid-ask" prices and the last reported trade. Mutual fund shares are priced at net asset value. Shares of direct participation program (DPP) and real estate investment trust (REIT) securities that are not listed on a national exchange are generally illiquid. Because no formal trading market may exist for these investments, their values are estimated. Unless otherwise indicated, the values shown for DPP and REIT securities have been provided by the management of each program and represent that management's estimate of the investor's interest in the net assets of the program. See statement sections for additional pricing information. Prices for hedge funds and certain managed futures funds are provided on a month delay basis. Other managed futures funds may be priced more frequently. Long-term certificates of deposit (maturity beyond one year from date of issue) are priced using a market value pricing model. Generally, the sale or redemption price of your securities may be higher or lower than the prices shown on your statement. For an actual quote, contact the individual servicing your account.

### Estimated annual income/yield

Estimated Annual Income (EAI), when available, reflects the estimated amount you would earn on a security if your current position and its related income remained constant for a year. Estimated Annual Yield (EAY), when available, reflects the current estimated annual income divided by the current value of the security as of the statement closing date. EAI and EAY are estimates and the actual income and yield might be lower or higher than the estimated amounts. EAY reflects only the income generated by an investment. It does not reflect changes in its price, which may fluctuate. The information used to derive these estimates is obtained from various outside vendors; Wells Fargo Advisors is not responsible for incorrect or missing estimated annual income and yields. Past performance is not a guarantee of future results.

### Income summary

The Income summary displays all income as recorded in the tax system as of period end date. The totals in the Cash flow snapshot may not match the totals in the Income snapshot due to reclassifications or other corrections made in the tax system. Remember, you may have certain products that are not included in these figures and whose income is only available on the tax forms sent to you at year-end. Reclassifications and other tax reporting requirements may alter these numbers both during and after year end. You should rely only on tax reporting documents. Contact your tax advisor if you have any questions about the tax consequences of your brokerage activity.

## About your rights and responsibilities

### Questions and complaints about Your Account

This account statement contains important information about your brokerage account, including recent transactions. All account statements sent to you shall be deemed complete and accurate if not objected to in writing within ten days of receipt. We encourage you to review the details in this statement. If you do not understand any of the information in your statement or if you believe there are any inaccuracies or discrepancies in your statement, you should promptly report them to the manager of the Wells Fargo Advisors office listed on the front of your statement. To further protect your rights, including any rights under the Securities Investor Protection Act, any verbal communications with Wells Fargo Advisors should be re-confirmed in writing. Inquiries or complaints about your account statement, including the positions and balances in your account, may be directed to **Wells Fargo Advisors Client Services at (866) 281-7436 or ATTN: H0005-087, 1 N. Jefferson Ave, St. Louis, MO 63103.**

**Public Disclosure:** You may reach FINRA by calling the FINRA BrokerCheck Hotline at **(800) 289-9999** or by visiting the FINRA website at [www.finra.org](http://www.finra.org). An investor brochure that includes information describing FINRA BrokerCheck is available from FINRA upon request. A brochure describing the FINRA Pricing of Securities Regulation Public Disclosure Program is also available from the FINRA upon request.

### Account Protection

Wells Fargo Advisors is a member of the Securities Investor Protection Corporation (SIPC) which protects against the loss of cash and securities held in client accounts of a SIPC member firm in the event of the member's insolvency and liquidation. SIPC coverage is limited to \$500,000 per customer, including up to \$250,000 for cash. For more information on SIPC coverage, please see the explanatory brochure at [www.sipc.org](http://www.sipc.org) or contact SIPC at **(202) 371-8300**. In addition, Wells Fargo Advisors maintains additional insurance coverage provided by Lexington Insurance Company (Lexington). This additional insurance policy becomes available to clients if their SIPC limit is exhausted and provides additional protection up to a firm aggregate of \$1 billion, including up to \$1.9 million for cash per client. SIPC does not insure the quality of investments or protect against market losses. SIPC only protects the custody function of their members, which means that SIPC works to restore to clients their securities and cash that are in their accounts when the member firm liquidation begins. Not all investments are protected by SIPC. In general, SIPC does not cover instruments such as unregistered investment contracts, unregistered limited partnerships, fixed annuity contracts, escrow receipts, direct investments, currency, commodities or related contracts, hedge funds and certain other investments.

### Investor education

Wells Fargo Advisors publishes on its web site [www.wellsfargoadvisors.com](http://www.wellsfargoadvisors.com) information on topics of interest to investors as well as market commentary and economic analysis. Wells Fargo Advisors has also developed numerous investor education guides to provide you with important information regarding the products and services we offer. These guides may be found under the "Our Insights" tab.

### Free credit balances

Free credit balances are not segregated and may be used by Wells Fargo Advisors in the operation of its business in accordance with applicable laws and regulations. You have the right to receive from us in the course of normal business operations, subject to any open commitments in any of your accounts, any free credit balances to which you are entitled.

### Investment objectives/Risk tolerances

Please inform us promptly of any material change that might affect your investment objectives, risk tolerances or financial situation, or if you wish to impose or change any reasonable restrictions on the management of your account. A copy of the Investment Advisory Services Disclosure document is available without charge upon request. Please contact the individual denoted on the front of your statement to update your information and to receive a copy of this document.

### Tax reporting

We are required by federal law to report annually to you and to the Internal Revenue Service (IRS) on Form(s) 1099 interest income, dividend payments and sales proceeds including cost basis information for applicable transactions credited to your account.



## SNAPSHOT

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**RAYMOND T CHRISTIAN (DECD)**  
**WFCS CUSTODIAN TRAD IRA**

JULY 1, 2017 - JULY 31, 2017  
ACCOUNT NUMBER: 6785-8016

### Progress summary

	THIS PERIOD	THIS YEAR
<b>Opening value</b>	<b>\$58,905.51</b>	<b>\$58,317.51</b>
Cash deposited	0.00	58,900.61
Securities deposited	0.00	0.00
Cash withdrawn	-19,633.49	-19,633.49
Securities withdrawn	0.00	0.00
Change in value	1.03	-58,311.58
<b>Closing value</b>	<b>\$39,273.05</b>	<b>\$39,273.05</b>

As a Wells Fargo Advisors client, you can upgrade your investment account to add Brokerage Cash Services at no additional cost. Brokerage Cash Services provides access to convenient money movement options including mobile deposit services. It also includes teller deposit services at Wells Fargo branch locations which are provided through a limited purpose Bank account. You'll have access to many more features and benefits to help you manage your finances. It's as simple as talking with Your Financial Advisor. Ask them today about Brokerage Cash Services.

### Portfolio summary

		PREVIOUS		CURRENT		ESTIMATED
ASSET TYPE		VALUE ON JUN 30	%	VALUE ON JUL 31	%	ANN. INCOME
<b>ASSETS</b>	Cash and sweep balances	58,905.51	100.00	39,273.05	100.00	0
	Stocks, options & ETFs	0.00	0.00	0.00	0.00	0
	Fixed income securities	0.00	0.00	0.00	0.00	0
	Mutual funds	0.00	0.00	0.00	0.00	0
	<b>Asset value</b>	<b>\$58,905.51</b>	<b>100%</b>	<b>\$39,273.05</b>	<b>100%</b>	<b>\$0</b>



# SNAPSHOT

RAYMOND T CHRISTIAN (DECD)  
WFCS CUSTODIAN TRAD IRA

JULY 1, 2017 - JULY 31, 2017  
ACCOUNT NUMBER: 6785-8016

## Cash flow summary

	THIS PERIOD	THIS YEAR
<b>Opening value of cash and sweep balances</b>	<b>\$58,905.51</b>	
Deposits	0.00	58,900.61
Income and distributions	1.03	5.93
<b>Net additions to cash</b>	<b>\$1.03</b>	<b>\$58,906.54</b>
Withdrawals	-19,633.49	-19,633.49
<b>Net subtractions from cash</b>	<b>-\$19,633.49</b>	<b>-\$19,633.49</b>
<b>Closing value of cash and sweep balances</b>	<b>\$39,273.05</b>	

## Income summary \*

	THIS PERIOD	THIS YEAR
Money market/sweep funds	1.03	5.93
<b>Total income</b>	<b>\$1.03</b>	<b>\$5.93</b>

\* Certain distributions made in the current year are reported as prior year income according to IRS regulations. This may cause a difference between Cash Flow and Income Summary totals.



# SNAPSHOT

RAYMOND T CHRISTIAN (DECD)  
WFCS CUSTODIAN TRAD IRA

JULY 1, 2017 - JULY 31, 2017  
ACCOUNT NUMBER: 6785-8016

## Retirement summary

IRA Plan Value      \$39,273.05

A portion of these assets may not be covered by SIPC. Bank products are eligible for FDIC insurance up to \$250,000 in accordance with FDIC rules.

WOULD A ROTH CONVERSION HELP WITH RETIREMENT INCOME? NOW MAY BE THE TIME TO TAKE ADVANTAGE OF HISTORICALLY LOW TAX RATES. CONTACT YOUR FINANCIAL ADVISOR TO REQUEST A ROTH CONVERSION ILLUSTRATION AND TO DISCUSS YOUR SPECIFIC SITUATION.

### ACCOUNT INFORMATION

Account Holder Birthdate:	12/11/39
Attained Age as of 12/31/17:	78.0

\* A Required Minimum Distribution (RMD) with respect to this IRA may be required.  
Please contact us if you need assistance.

This beneficiary information is based upon the most recent data available and is being provided as a service to you. In the event of death, your most recent beneficiary designation on file will govern.

PRIMARY BENEFICIARY INFORMATION	% ENTITLEMENT
SUSAN G CHRISTIAN-PAYNE	33.33%
RAYMOND T CHRISTIAN JR	0.00%
ROSEMARY K CHRISTIAN-KEACH	33.34%

### RETIREMENT TRANSACTIONS

CONTRIBUTION SUMMARY	AMOUNT
Contributions	
2017 FOR 2017	\$0.00

2017 DISTRIBUTION SUMMARY	AMOUNT
Gross Distributions	\$0.00

Contact us if information on this page requires updates.

Client service: 866-281-7436

Wells Fargo Advisors  
401 South Tryon Street  
Charlotte, NC 28288-1164

## SNAPSHOT

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**RAYMOND T CHRISTIAN (DECD)**  
**WFCS CUSTODIAN TRAD IRA**

JULY 1, 2017 - JULY 31, 2017  
ACCOUNT NUMBER: 6785-8016

### Your Financial Advisor

DONALD TURK  
Phone: 702-492-3852

3800 HOWARD HUGHES PKWY  
SUITE 200  
LAS VEGAS NV 89169

### Client service information

Client service: 866-281-7436  
Website: [www.wellsfargoadvisors.com](http://www.wellsfargoadvisors.com)

### Account profile

Full account name:	RAYMOND T CHRISTIAN (DECD)
	WFCS CUSTODIAN TRAD IRA
Account type:	Individual Retirement Account
Brokerage account number:	6785-8016
Tax status:	Retirement
Investment objective/Risk tolerance:*	AGGRESSIVE GROWTH & INCOME
Time horizon:*	LONG TERM (10+ YEARS)
Liquidity needs:*	MODERATE
Cost Basis Election:	First in, First out
Sweep option:	BANK DEPOSIT SWEEP

\*For more information, please visit us at: [www.wellsfargoadvisors.com/disclosures](http://www.wellsfargoadvisors.com/disclosures)

### For your consideration

Go paperless. Accessing your account documents online is easy, secure, and costs nothing. Sign on to **[wellsfargoadvisors.com](http://wellsfargoadvisors.com)** with your online access Username and Password, select **Statements & Docs**, and then click on the **Delivery Preferences** Quick Link. Choose **Electronic Delivery** to go paperless or select specific account documents for electronic delivery. If you do not have a Username and Password, visit **[wellsfargoadvisors.com/signup](http://wellsfargoadvisors.com/signup)** or call 1-866-281-7436 for enrollment assistance.

### Document delivery status

	Paper	Electronic
Statements:	X	
Trade confirmations:	X	
Tax documents:	X	
Shareholder communications:	X	
Other documents:	X	

**RAYMOND T CHRISTIAN (DECD)  
WFCS CUSTODIAN TRAD IRA**JULY 1, 2017 - JULY 31, 2017  
ACCOUNT NUMBER: 6785-8016

## Portfolio detail

### Cash and Sweep Balances

DESCRIPTION	CURRENT MARKET VALUE	ESTIMATED ANNUAL INCOME
Cash	39,273.05	0.00
<b>Total Cash and Sweep Balances</b>	<b>\$39,273.05</b>	<b>\$0.00</b>

### Activity detail

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT	CASH AND SWEEP BALANCES
07/01				BEGINNING BALANCE			58,905.51
07/14	Cash	WITHDRAWAL		TRANSFER TO BENEFICIARY TO 29281534		-19,633.49	
07/14	Cash	INTEREST		BANK DEPOSIT SWEEP 071417 58,905.51000		1.03	39,273.05

### Cash sweep activity

Our Cash Sweep program allows you to earn a return on the idle cash balances in your account by automatically investing such balances into one of our cash sweep options. These 'sweep transactions' may represent a net amount for the day and occur on settlement date. The following section displays transfers into and out of your sweep option. Transactions displayed here are Transfer To, Transfer From and Reinvested Dividends and Interest. These transaction amounts are not included in your cash flow summary.

DATE	TRANSACTION	DESCRIPTION	AMOUNT	DATE	TRANSACTION	DESCRIPTION	AMOUNT
07/01		BEGINNING BALANCE	58,905.51	07/31		ENDING BALANCE	0.00
07/14	TRANSFER FROM	BANK DEPOSIT SWEEP	-58,905.51				

## Specific instructions and disclosures

#### IRA withholding notice

**Form W-4P/OMB No. 1454-0415**

The withdrawals you receive from your IRA are subject to Federal income tax withholding unless you elect not to have withholding apply. If you have a periodic, or an "on demand" distribution, your election regarding our withholding of Federal income tax on your behalf stays in effect until you change it. You may change or revoke your election at any time and as often as you wish by completing a new election form. If you elect check writing privileges (not available on all IRAs), you will also have previously elected to have no withholding on your withdrawals. If you decide to have taxes withheld you will not be eligible for check writing from your IRA. If you elect not to have taxes withheld you will be liable for payment of all taxes due on the taxable portion of your distribution and you may be responsible for payment of estimated tax. You may be subject to tax penalties under the estimated tax payment rules if your payments of estimated tax and withholding, if any, are not adequate.

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CHASE PRIVATE CLIENT  
JPMorgan Chase Bank, N.A.  
P O Box 659754  
San Antonio, TX 78265-9754

August 01, 2017 through August 31, 2017

Account Number: 000004231400451

CUSTOMER SERVICE INFORMATION

Web site: Chase.com

Service Center: 1-888-994-5626

Deaf and Hard of Hearing: 1-800-242-7383

International Calls: 1-713-262-1679

00217235 DRE 703 219 24417 NNNNNNNNNN 1 000000000 69 0000

RAYMOND T CHRISTIAN JR  
2848 BLUFF POINT DR  
LAS VEGAS NV 89134-8934



CHECKING SUMMARY

Chase Private Client Checking

	AMOUNT
Beginning Balance	\$2,865.01
Deposits and Additions	20,334.50
ATM & Debit Card Withdrawals	-888.19
Electronic Withdrawals	-284.01
Ending Balance	\$22,027.31
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.14
Interest Paid Year-to-Date	\$0.30

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$2,865.01
08/01	Recurring Card Purchase 08/01 Ltf*Life Time MO Dues 888-430-6432 MN Card 4804	-144.00	2,721.01
08/04	ATM Cash Deposit 08/04 9911 W Charleston Blvd Las Vegas NV Card 4804	500.00	3,221.01
08/04	08/04 Online Payment 6418744818 To Southwest Gas Corporation	-14.46	3,206.55
08/04	Card Purchase With Pin 08/04 4086 Spring Leaf Las Vegas NV Card 4804	-195.00	3,011.55
08/07	ATM Check Deposit 08/07 9350 Sun City Blvd Las Vegas NV Card 4804	19,619.46	22,631.01
08/07	Card Purchase 08/06 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 4804	-10.99	22,620.02
08/07	Card Purchase 08/06 Cbssports.Com 877-266-6474 NY Card 4804	-159.99	22,460.03
08/09	Card Purchase 08/08 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 4804	-22.80	22,437.23
08/10	08/10 Online Payment 6432698141 To Las Vegas Valley Water District	-25.46	22,411.77
08/11	Interest Payment	0.04	22,411.81
08/14	Recurring Card Purchase 08/11 Cbssports.Com 877-266-6474 NY Card 4804	-179.99	22,231.82
08/16	Card Purchase 08/15 Bodyheat Tanning 702-547-6500 NV Card 4804	-20.77	22,211.05
08/18	Card Purchase 08/18 Golfnow*Teetimes 800-767-3574 FL Card 4804	-11.98	22,199.07
08/21	08/19 Online Payment 6454830462 To Centurytel Inc	-44.55	22,154.52
08/25	Recurring Card Purchase 08/25 Dtv*Directv Service 800-347-3288 CA Card 4804	-102.92	22,051.60

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1444  
Sequence number Posting date Amount



CHASE PRIVATE CLIENT

August 01, 2017 through August 31, 2017  
Account Number: 000004231400451

TRANSACTION DETAIL (continued)

DATE	DESCRIPTION	AMOUNT	BALANCE
08/28	Purchase Return 08/28 Sqc*Square Cash Visa Direct CA Card 4804	100.00	22,151.60
08/28	08/28 Online Payment 6473768508 To Nvenergy	-183.74	21,967.86
08/28	08/28 Online Payment 6473769156 To Southwest Gas Corporation	-15.80	21,952.06
08/29	Venmo Cashout PPD ID: 5264681992	115.00	22,067.06
08/31	Card Purchase With Pin 08/31 Costco Gas #0685 Las Vegas NV Card 4804	-39.75	22,027.31
Ending Balance			\$22,027.31

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A. Member FDIC

01-Sep-17

CASE ID 01Sep17-1444

ATM Substitute Document

This is a substitute document representing an ATM Deposit Ticket

Posting DATE: 04-Aug-17

SEQUENCE NUMBER: 004670172411

Dollar Amount: 500.00

ACCOUNT NUMBER: 0451



05-Sep-17

Reference Case Number: G01Sep17-1444

Here is an update on your recent request for an image

Amount: \$500.00

Posting Date: 04-Aug-17

Sequence Number: 004670172412

We can't complete your request because electronic transactions, like this one, do not have images. We apologize for the inconvenience.

JPMorgan Chase Bank, N.A. Member FDIC

01-Sep-17

CASE ID 01Sep17-1444

ATM Substitute Document

This is a substitute document representing an ATM Deposit Ticket

Posting DATE: 07-Aug-17

SEQUENCE NUMBER: 004280795541

Dollar Amount: 19619.46

ACCOUNT NUMBER: 0451

01-Sep-17

01Sep17-1444

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1444

Sequence number 004280795542 Posting date 07-Aug-17 Amount 19619.46

THE BACK OF CHECK HAS AN ARTIFICIAL WATERMARK. HOLD AT ANGLE TO VIEW.

WELLS FARGO ADVISORS  
One North Jefferson  
St. Louis, MO 63103

CHECK NO.  
2307068 RR

WELLS FARGO BANK, NA  
Chapel Hill, NC 27614  
RT 68-7270/2550

DATE  
08/04/17

AMOUNT  
\*\$19,619.46

PAY  
NINETEEN THOUSAND SIX HUNDRED NINETEEN DOLLARS AND FORTY-SIX CENTS

\*\*\*\*\*1534-1

TO THE ORDER OF  
RAYMOND CHRISTIAN JR  
2848 BLUFF POINT DR  
LAS VEGAS NV 89134-8934

PAY ONLY  
19,619.46  
CISCTS

Carston Billbas

AUTHORIZED SIGNATURE

THIS CHECK MUST BE CASHED WITHIN 180 DAYS.

PRINTED WITH BLUE BACKGROUND ON WHITE PAPER

⑈02307068⑈ ⑆053101961⑆ 2079920046940⑈

7789607

FEDERAL RESERVE BOARD OF GOVERNORS REG. C.C.

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

THE BACK OF THIS CHECK CONTAINS AN ARTIFICIAL WATERMARK. HOLD UP TO LIGHT SOURCE TO VIEW.  
X

Billbas

Carston

# **EXHIBIT R**

RAYMOND T CHRISTIAN  
1060 DANCING VINES AVE  
LAS VEGAS, NV 89183-6320

1515

94-7074/3212 7128  
2417028780

3 Jan 17 Date

Pay to the  
Order of

Susan G. Christian Payne

\$1,421.09

One thousand four hundred twenty one and 09/100 Dollars



Wells Fargo Bank, N.A.  
Member  
wellsfargo.com

for Dancing Vines Market

Susan G. Christian Payne

⑆321270742⑆ 2417028780⑈ 01515

ONE NEVADA CU 322484401  
DATE 1/3/2017 TIME 12:35:00  
MEMBER ID 200051722 BATCH ID 4

Susan G. Christian Payne  
20051722  
FC Deposit Only

REQUEST 00006989910000000 1421.09  
ROLL ECIA 20170103 000008714703690  
JOB ECIA E ACCT 8250002417028780  
REQUESTOR U540701  
18774282 10/12/2017 Research 18774621

Summons and Subpoenas Department  
S4001-01F  
Phoenix AZ 85038

**WELLS FARGO BANK**

6065

CANYON POINT 10850 W CHARLESTON BLVD LAS VEGAS, NV 89135

DATE

November 7 2016

94-7074/3212

PAY TO THE ORDER OF

Lee M Keach

\$2,796.00

Two thousand seven hundred ninety six and 00/100 DOLLARS

**SUSAN G CHRISTIAN PAYNE**  
 1080 DANCING VINES AVE  
 LAS VEGAS NV 89183-6320

*Susan G Christian Payne*

⑆321270742⑆2417028780⑈6065

**A** The following security features (and others not listed) exceed industry standards.

**Security Features**

- Document appearance if altered
- Assured or indication of Original Document - screen on back of check
- Document is anti or spot appear with chemical alteration
- Assurance of product icon

**Product Icon**

Product design is a trademark of Check Titled Systems Association

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE  
 FOR FINANCIAL INSTITUTION USE ONLY

ENDORSE HERE

*Lee M Keach*

REQUEST 00006989910000000 2796.00  
 ROLL ECIA 20161123 000008510142138  
 JOB ECIA E ACCT 8250002417028780  
 REQUESTOR U540701  
 18774282 10/12/2017 Research 18774621

Summons and Subpoenas Department  
 S4001-01F  
 Phoenix AZ 85038

RAYMOND T CHRISTIAN  
1060 DANCING VINES AVE  
LAS VEGAS, NV 89183-6320

1472

Oct 17/16

Date

94-7074/3212 7126  
2417028780Pay to the  
Order of

Ray Christian

\$ 1,000<sup>00</sup> <sup>xx</sup>

One Thousand dollars

Dollars

Security  
Features  
Details on  
Back.Wells Fargo Bank, N.A.  
Nevada  
wellsfargo.com

For

CASH



Raymond T. Christian

⑆321270742⑆ 2417028780⑆01472

REQUEST 00006989910000000 1000.00  
ROLL ECIA 20161019 000008715642588  
JOB ECIA E ACCT 8250002417028780  
REQUESTOR U540701  
18774282 10/12/2017 Research 18774621

Summons and Subpoenas Department  
S4001-01F  
Phoenix AZ 85038

Ray Christian

# **EXHIBIT S**



**IRA Change of Beneficiary and Indemnification**

Sub Firm #	BR Code	FA Code	Account Number
020	SD	25	6785-8016
(Office Use Only)			

WELLS FARGO ADVISORS

11/a - 3R# 185434484

This form is used to change your IRA beneficiary. To establish an IRA, complete the IRA Enrollment form. Once you have established the IRA, this form would be completed to make a change to your beneficiary designation. All designations require the completion of Sections 1 and 5. Section 2 should be completed if you are designating an individual, estate, trust, or organization. If you want your beneficiaries to share the IRA per stirpes, then complete Section 2 and Section 3. If you are naming your beneficiaries on a supplemental form, complete Section 4, do not complete Section 2 or 3. All designations require your signature in Section 5. If married and naming someone other than your spouse, spousal consent may be required; see the Spousal Consent Section on page 3. This Change of Beneficiary form will supersede and replace any and all prior beneficiary designations.

**Section 1 - Client Information**

IRA Holder Last Name <b>Christian</b>	First Name <b>Raymond</b>	M.I. <b>T</b>	Account Number <b>6785-8016</b>
Street Address (Cannot be a P.O. Box) <b>1060 Dancing Vines Ave</b>			Social Security Number <b>-8865</b>
City <b>Las Vegas</b>	State <b>NV</b>	ZIP <b>89183</b>	Date of Birth (MM/DD/YYYY) <b>12/11/1939</b>

**Section 2 - Standard Beneficiary Designation**

In this section, name a beneficiary or beneficiaries to inherit your First Clearing, LLC IRA upon your death. Acceptable beneficiaries are an individual, estate, trust, or organization. If there is no named beneficiary or no remaining beneficiary then such amount shall be payable in accordance with the First Clearing, LLC IRA Custodial Agreement. If one of the beneficiaries in the same category should predecease the owner or disclaim benefits under this IRA, then such amount shall be payable to the remaining beneficiary or beneficiaries. If a Minor is being designated as a Primary or Contingent Beneficiary, it is recommended that you also complete the "Designation of Custodian for Minor Beneficiaries under the Uniform Transfers to Minors Act (UTMA)" section below.

**PRIMARY BENEFICIARY:** I designate the following to share equally in my account balance unless otherwise indicated.

1.	Beneficiary Name	Relationship	Date of Birth	Social Security Number	% of Benefits
	<b>Rosemary K. Christian-Kead</b>	<b>Daughter</b>	<b>10/31/1960</b>	<b>-6889</b>	
	Address	City	State	ZIP Code	
	<b>2016 Grouse ST</b>	<b>Las Vegas</b>	<b>NV</b>	<b>89134</b>	<b>33.34</b>
	<b>Raymond T. Christian Jr</b>	<b>Son</b>	<b>10/25/62</b>	<b>-5920</b>	
	Address	City	State	ZIP Code	
	<b>3229 Little Stream ST</b>	<b>Las Vegas</b>	<b>NV</b>	<b>89135</b>	<b>33.33</b>
	<b>Susan G. Christian-Payne</b>	<b>Daughter</b>	<b>10/1/65</b>	<b>-5812</b>	
	Address	City	State	ZIP Code	
	<b>1704 Double Arch CT</b>	<b>Las Vegas</b>	<b>NV</b>	<b>89128</b>	<b>33.33</b>
4.	Beneficiary Name	Relationship	Date of Birth	Social Security Number	% of Benefits
	Address	City	State	ZIP Code	
5.	Beneficiary Name	Relationship	Date of Birth	Social Security Number	% of Benefits
	Address	City	State	ZIP Code	
6.	Beneficiary Name	Relationship	Date of Birth	Social Security Number	% of Benefits
	Address	City	State	ZIP Code	

☐ Check this box if additional beneficiaries are named on a separate signed page using the same format as above.

Must equal 100%

**Trust Account** (Please complete this section only if you are naming a Trust as your Primary Beneficiary.)

The Trustee(s) serving at my death under the Agreement of Trust executed on \_\_\_\_\_ by me as grantor and \_\_\_\_\_ as Trustee(s) to be held as part of such Trust and administered and distributed in accordance with its provisions as amended to the time of my death.

Section 2 continued on next page

**Investment and Insurance Products:**

Not Insured by FDIC or any Federal Government Agency	May Lose Value	Not a Deposit of or Guaranteed by a Bank or any Bank Affiliate
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Wells Fargo Advisors, LLC is a registered broker-dealer and separate non-bank affiliate of Wells Fargo & Company.

588535 (Rev 06 - 02/16)

Page 1 of 3

**Hilda Naghashian**  
**702-791-6136**  
 hilda.naghashian@wellsfargo.com

Sub Firm #	BR Code	FA Code	Account Number
020	SD	25	6785-8016

(Office Use Only)

**Section 2 - Standard Beneficiary Designation (continued)**

**CONTINGENT BENEFICIARY:** I designate the following to share equally in my account balance (unless otherwise indicated) if no primary beneficiary is living at the time of my death.

1.	Contingent Beneficiary Name	Relationship	Date of Birth	Social Security Number	% of Benefits
	Address	City	State	ZIP Code	
2.	Contingent Beneficiary Name	Relationship	Date of Birth	Social Security Number	% of Benefits
	Address	City	State	ZIP Code	
3.	Contingent Beneficiary Name	Relationship	Date of Birth	Social Security Number	% of Benefits
	Address	City	State	ZIP Code	
4.	Contingent Beneficiary Name	Relationship	Date of Birth	Social Security Number	% of Benefits
	Address	City	State	ZIP Code	
5.	Contingent Beneficiary Name	Relationship	Date of Birth	Social Security Number	% of Benefits
	Address	City	State	ZIP Code	
6.	Contingent Beneficiary Name	Relationship	Date of Birth	Social Security Number	% of Benefits
	Address	City	State	ZIP Code	

☐ Check this box if additional beneficiaries are named on a separate signed page using the same format as above.

Must equal 100%

**Trust Account as Contingent Beneficiary** (Please complete this section only if you are naming a Trust as your Contingent Beneficiary.)

The Trustee(s) serving at my death under the Agreement of Trust executed on \_\_\_\_\_ by me as grantor and \_\_\_\_\_ as Trustee(s) to be held as part of such Trust and administered and distributed in accordance with its provisions as amended to the time of my death.

**DESIGNATION OF CUSTODIAN FOR MINOR BENEFICIARIES UNDER THE UNIFORM TRANSFERS TO MINORS ACT (UTMA)**

If a minor beneficiary is designated, I designate \_\_\_\_\_ as Custodian for such minor beneficiary under the Uniform Transfers to Minors Act (UTMA) of the State of my domicile. If the foregoing named Custodian is unable or unwilling to serve for any reason, I designate \_\_\_\_\_ as successor Custodian. If no Custodian is named, or if the foregoing named Custodian(s) are unable or unwilling to serve for any reason, I designate the Executor or Administrator of my Will as Custodian for such minor beneficiary. If no Custodian is named or acting under the foregoing provisions, the guardian of such minor beneficiary, whether appointed under a will or by court, shall become successor Custodian for such minor beneficiary.

**Section 3 - Per Stirpes Designation**

Complete Section 3 only if you want the Primary and/or Contingent Beneficiaries named in Section 2 to share in the IRA per stirpes. This designation is optional. Per stirpes is a method of distributing the assets should a beneficiary predecease the account holder. A per stirpes designation means that if a beneficiary named in Section 2 of this form dies before you, upon your death, the predeceased beneficiary's share will pass to his or her descendants pursuant to state law.

For example, in Section 2 of this form you have named 2 Primary Beneficiaries, Beneficiary A and Beneficiary B. They are to share equally the assets of the account. Both beneficiaries have 2 children. If you make a per stirpes designation and both beneficiaries survive you, 50% will be paid to Beneficiary A and 50% will be paid to Beneficiary B. If Beneficiary A survives you but Beneficiary B predeceases you, upon your death 50% is paid to Beneficiary A and the other 50% that would normally be paid to Beneficiary B will be divided equally and paid to the two children of Beneficiary B. In order to make the designation complete, you must designate a Personal Representative or a "role." A role is described as an Executor or Trustee. Your Financial Advisor cannot be named in this capacity. Upon your death, FCC will rely on the instructions provided by this individual for proper distribution instructions. This is a simplified example of per stirpes.

Before making this designation, you should obtain a complete explanation from your legal advisor. It is important that you have a full understanding prior to completing this section. Section 3 is a two-part section and both 3a and 3b must be completed.

3a. In this section you will need to select at least one of the choices. Or, if applicable to both beneficiaries, select both.

- ☐ I designate the Primary Beneficiaries named in Section 2 to share in the IRA per stirpes. This will entitle the share of a named predeceased Primary Beneficiary to pass to his/her descendants pursuant to state law.
- ☐ I designate the Contingent Beneficiaries named in Section 2 to share in the IRA per stirpes. This will entitle the share of a named predeceased Contingent Beneficiary to pass to his/her descendants pursuant to state law.

3b. In order to make this designation complete, select one of the check boxes below and provide the requested information. You cannot name your Financial Advisor in this capacity.

- ☐ I designate a Personal Representative to provide FCC with the proper identity of any unnamed beneficiaries and the extent of their interest in the IRA identified above. My Personal Representative will be \_\_\_\_\_.
- ☐ I designate an individual serving in a specific capacity or role to provide FCC with the proper identity of any unnamed beneficiaries and the extent of their interest in the IRA identified above. The individual serving in the role of \_\_\_\_\_ will provide the proper identity to FCC.

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#### Section 4 - Non-Standard Designation of Beneficiary(ies)

Complete this section if your beneficiary(ies) is named in a supplemental document. If you have NOT named your beneficiary in Section 2 because it does not fit the format and specifications, complete this section and attach the supplemental document. In order to accept this beneficiary designation, a Personal Representative or a "role" must be designated. A role is described as an Executor or Trustee. FCC will rely on the instructions provided by this individual regarding the distribution of assets. Please seek legal advice before making this election.

- ☐ My beneficiary designation is provided in a supplemental document, which I have signed and is attached to this Change of Beneficiary form.
- ☐ I name \_\_\_\_\_ as my Personal Representative, who will provide FCC with the distribution instructions upon my death.
- ☐ I designate the individual serving in a specific capacity or role to provide FCC with the distribution instructions upon my death. The individual serving in the role of \_\_\_\_\_ will provide the proper identity to FCC.

#### Section 5 - Authorization, Indemnification and Signature

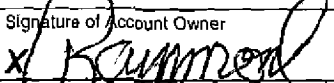
I have established the individual retirement account pursuant to the First Clearing, LLC ("FCC") Self-Directed Individual Retirement Account Custodial Agreement. I desire to use, and FCC has agreed that I may use, this IRA Change of Beneficiary in order to designate the Primary and Contingent Beneficiaries of my IRA. This Beneficiary form supersedes and replaces any prior beneficiary designations, including without limitation any beneficiaries designated on my IRA Enrollment form. Except to the extent that the following designations of Primary and Contingent Beneficiaries shall supersede those shown on the Enrollment form, the terms and provisions of the Enrollment form shall continue to be effective and shall apply to the Primary and Contingent Beneficiaries named above.

I understand that FCC may choose, in its sole discretion, not to make a distribution of my IRA to any beneficiaries who are not specifically named in this Beneficiary Designation (for example the unnamed heirs of a deceased beneficiary) unless and until FCC has been instructed by the person named or described above (i.e., Personal Representative or role) or by a court of competent jurisdiction, or otherwise receives evidence satisfactory to it, as to the proper identity of such unnamed beneficiaries and the extent of their interest in my IRA. First Clearing, LLC and the respective directors, officers, employees, agents, and representatives may rely on such instructions or satisfactory evidence, and each is hereby released and discharged from any liability arising from or related to the distribution of my IRA in reliance on such instructions or evidence.

I certify that I received no tax or legal advice from First Clearing, LLC or my broker-dealer and that all decisions regarding this designation are my own. I hereby release and discharge FCC, and each of their respective directors, officers, employees, agents, and representatives (all the "Released Parties") from any and all claims, demands, actions or causes of action arising from or relating to (i) the acceptance of this beneficiary designation; or (ii) the distribution of my IRA pursuant to this beneficiary designation, or pursuant to the instructions of the Personal Representative (which is named above) or other representative of my estate, or pursuant to evidence satisfactory to them regarding the identity of the beneficiaries of my IRA and the extent of their interests therein. I agree to defend, indemnify, and hold harmless each of the Released Parties from and against any and all loss, liability, damage, expense (including without limitation reasonable attorneys' fees and expenses), or penalty (including without limitation penalties imposed by the Internal Revenue Service) arising from or related to such claims, demands, actions or causes of action. The agreements made by me in this Change of Beneficiary form shall be in addition to all other rights or remedies which any of the Released Parties shall have, whether under another agreement, by law, in equity, or otherwise.

This Beneficiary form is binding on me, my heirs, Personal Representatives, and assigns and inures to the benefit of each of the Released Parties, and each of their successors and assigns. The agreements made by me herein shall survive my death and the termination of my IRA.

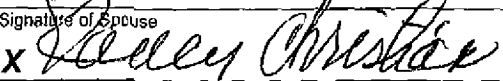
Beneficiaries are not effective until First Clearing, LLC, as Custodian of the above-referenced IRA account, has received and approved this document.

Signature of Account Owner	Printed Name of Account Owner	Date (MM/DD/YYYY)
	Raymond T. Christian	10/21/2016

#### Spousal Consent

If you are married and live in a community or marital property jurisdiction and are designating someone as beneficiary other than your spouse, your spouse must also sign in this section. This would include but is not limited to residents of AZ, CA, ID, LA, NV, NM, PR, TX, WA, and WI. Note that in Alaska, community property rules may be adopted by agreement signed by the married couple. Spousal Consent not required if establishing an Inherited IRA.

I am the spouse of the IRA account holder named above. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. I hereby agree and consent to the naming of the Primary Beneficiary set forth above, and along with my agreement and consent, do hereby transmute to my spouse all my community property interest in the IRA described above that I may have. I acknowledge my community property interest in the IRA account and voluntarily elect to relinquish my rights to the community property interest in the IRA account. I also acknowledge and agree that I shall have no claim whatsoever against the custodian for any payment to my spouse's named beneficiary(ies).

Signature of Spouse	Printed Name of Spouse	Date (MM/DD/YYYY)
	Nancy E. Christian	10/21/2016

# **EXHIBIT T**

# POWER OF ATTORNEY FOR FINANCIAL DECISIONS

## *WARNING TO PERSON EXECUTING THIS DOCUMENT*

This is an important legal document. It creates a durable power of attorney for financial matters. Before executing this document, you should know these important facts:

1. This document gives the person you designate as your agent the power to make decisions concerning your property for you. Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself.
2. This power of attorney becomes effective immediately unless you state otherwise in the special instructions.
3. This power of attorney does not authorize the agent to make health care decisions for you.
4. The person you designate in this document has a duty to act consistent with your desires as stated in this document or otherwise made known or, if your desires are unknown, to act in your best interests.
5. You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.
6. Your agent is entitled to reasonable compensation unless you state otherwise in the special instructions.
7. This form provides for designation of one agent. If you wish to name more than one agent you may name a co-agent in the special instructions. Co-agents are not required to act together unless you include that requirement in the special instructions.
8. If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.
9. You have the right to revoke the authority granted to the person designated in this document.
10. This document revokes any prior durable power of attorney.
11. If there is anything in this document that you do not understand, you should ask a lawyer to explain it to you.

## **1. DESIGNATION OF AGENT.**

I, NANCY I. CHRISTIAN do hereby designate and appoint:

Name: SUSAN G. CHRISTIAN-PAYNE  
Address: Las Vegas, NV  
Telephone Number: (702) 308-6674

as my agent to make decisions for me and in my name, place and stead and for my use and benefit and to exercise the powers as authorized in this document.

## **2. DESIGNATION OF ALTERNATE AGENT.**

If SUSAN G. CHRISTIAN-PAYNE is unable or unwilling to act for me, then I designate the following person to serve as my agent as authorized in this document:

### **A. First Alternative Agent**

Name: ROSEMARY K. CHRISTIAN-KEACH  
Address: Las Vegas, NV  
Telephone: (702) 271-3864

### **B. Second Alternative Agent**

Name: RAYMOND T. CHRISTIAN, JR.  
Address: Las Vegas, NV  
Telephone: (702) 340-4700

### 3. OTHER POWERS OF ATTORNEY.

This Power of Attorney is intended to, and does, revoke any prior Power of Attorney for financial matters I have previously executed.


### 4. NOMINATION OF GUARDIAN.

If, after execution of this Power of Attorney, incompetency proceedings are initiated for my estate, I hereby nominate as my guardian or conservator for consideration by the court the person(s) nominated as Executor in my most recently executed Last Will and Testament. If I do not have a validly executed Last Will, then I nominate as guardian for my estate for consideration by the court my agent herein named, in the order named.

### 5. GRANT OF GENERAL AUTHORITY.

I grant my agent and any successor agent(s) general authority to act for me with respect to the following subjects:

Real Property; Tangible Personal Property; Stocks and Bonds; Commodities and Options; Banks and Other Financial Institutions; Safe Deposit Boxes; Operation of Entity or Business; Insurance and Annuities; Estates, Trusts and Other Beneficial Interests; Legal Affairs, Claims and Litigation; Personal Maintenance; Benefits from Governmental Programs or Civil or Military Service; Retirement Plans; Taxes.

  
(Initial here if this  
reflects your desires)

*(As provided in NRS §§ 162A.480 through 162A.610.)*

My agent **MAY NOT** do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

*(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent.)*

- \_\_\_\_\_ • Create, amend, revoke or terminate an *inter vivos*, family, living, irrevocable or revocable trust
- \_\_\_\_\_ • Make a gift, subject to the limitations of NRS and any special instructions in this Power of Attorney
- \_\_\_\_\_ • Create or change rights of survivorship
- \_\_\_\_\_ • Create or change a beneficiary designation

- Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan

- Exercise fiduciary powers that the principal has authority to delegate

- Disclaim or refuse an interest in property, including a power of appointment

An agent that is not my spouse MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

7. SPECIAL INSTRUCTIONS OR OTHER OR ADDITIONAL AUTHORITY GRANTED TO AGENT:

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(Initial here if this reflects your desires)

DURABLE. This Power of Attorney shall not be affected by my subsequent disability or incapacity.

(Initial here if this reflects your desires)

SPRINGING POWER. It is my intention that this Power of Attorney shall become effective only upon my incapacity and I hereby direct that my designated agent, and any person or entity that my designated agent may transact business with on my behalf, may rely on a written medical opinion issued by a licensed medical doctor stating that I am disabled or incapacitated, and incapable of managing my affairs, and that said medical opinion shall establish whether or not I am under a disability for the purpose of establishing the authority of my designated agent to act in accordance with this Power of Attorney.

(Initial here if this reflects your desires)

I wish to have this Power of Attorney become effective on the following date:

Kancy Christ 10-11-2016.

I wish to have this Power of Attorney end on the following date:

(Initial here if this reflects your desires)



(Initial here if this  
reflects your desires)

HYBRID. As to my first named agent this Power of Attorney shall be Durable and shall not be affected by my subsequent disability or incapacity. As to my alternate agents this Power of Attorney shall become a Springing Power upon the death, incapacity, or inability of my first named agent to act for me, and therefore shall become effective to my alternate agents only upon incapacity as discussed below. My alternate agents may transact business on my behalf, may rely on a written medical opinion issued by a licensed medical doctor stating that I am disabled or incapacitated, and incapable of managing my affairs, and that said medical opinion shall establish whether or not I am under a disability for the purpose of establishing the authority of my designated agent to act in accordance with this Power of Attorney.

## **9. THIRD PARTY PROTECTION.**

Third parties may rely upon the validity of this Power of Attorney or a copy and the representations of my agent as to all matters relating to any power granted to my agent, and no person or agency who relies upon the representation of my agent, or the authority granted by my agent, shall incur any liability to me or my estate as a result of permitting my agent to exercise any power unless a third party knows or has reason to know this Power of Attorney has terminated or is invalid.

*(As contained in NRS § 162A.370(3): A person that refuses in violation of this section to accept an acknowledged power of attorney is subject to: a) a court order mandating acceptance of the power of attorney; and b) liability for reasonable attorney's fees and costs incurred in any action or proceeding that confirms the validity of the power of attorney or mandates acceptance of the power of attorney).*


## **10. RELEASE OF INFORMATION.**

I agree to, authorize, and allow full release of information, by any government agency, business, creditor or third party who may have information pertaining to my assets or income, to my agent named herein.

**11. SIGNATURE AND ACKNOWLEDGEMENT.**

YOU MUST DATE AND SIGN THIS POWER OF ATTORNEY. THIS POWER OF ATTORNEY WILL NOT BE VALID UNLESS IT IS ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

I sign my name to this Power of Attorney on October 11, 2016 in Clark County, Nevada.

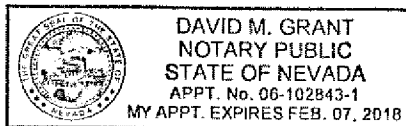
  
\_\_\_\_\_  
NANCY I. CHRISTIAN

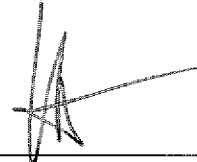
**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

STATE OF NEVADA       )  
                                      )ss.  
COUNTY OF CLARK     )

On October 11, 2016 before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared NANCY I. CHRISTIAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

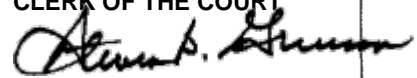
WITNESS my hand and official seal.



  
\_\_\_\_\_  
NOTARY PUBLIC

## IMPORTANT INFORMATION FOR AGENT

1. Agent's Duties. When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the Power of Attorney is terminated or revoked. You must:
  - a) Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
  - b) Act in good faith;
  - c) Do nothing beyond the authority granted in this Power of Attorney; and
  - d) Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner: (Principal's Name) by (Your Signature) as Agent
2. Unless the Special Instructions in this Power of Attorney state otherwise, you must also:
  - a) Act loyally for the principal's benefit;
  - b) Avoid conflicts that would impair your ability to act in the principal's best interest;
  - c) Act with care, competence, and diligence;
  - d) Keep a record of all receipts, disbursements and transactions made on behalf of the principal;
  - e) Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
  - f) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.
3. Termination of Agent's Authority. You must stop acting on behalf of the principal if you learn of any event that terminates this Power of Attorney or your authority under this Power of Attorney. Events that terminate a Power of Attorney or your authority to act under a Power of Attorney include:
  - a) Death of the principal;
  - b) The principal's revocation of the Power of Attorney or your authority;
  - c) The occurrence of a termination event stated in the Power of Attorney;
  - d) The purpose of the Power of Attorney is fully accomplished; or
  - e) If you are married to the principal, your marriage is dissolved.
4. Liability of Agent. The meaning of the authority granted to you is defined in Title 13 of Nevada Revised Statutes. If you violate this chapter or act outside the authority granted in this Power of Attorney, you may be liable for any damages caused by your violation.
5. If there is anything about this document or your duties that you do not understand, you should seek legal advice.



ANTHONY L. BARNEY, ESQ.  
NV State Bar No. 8366  
TIFFANY S. BARNEY, ESQ.  
NV State Bar No. 9754  
ZACHARY D. HOLYOAK, ESQ.  
NV State Bar No. 14217  
ANTHONY L. BARNEY, LTD.  
3317 W. Charleston Boulevard, Suite B  
Las Vegas, NV 89102-1835  
Telephone: (702) 438-7878  
Facsimile: (702) 259-1116  
E-Mail: office@anthonybarney.com  
*Prior Attorneys for Nancy Christian*

**EIGHTH JUDICIAL DISTRICT COURT**

**FAMILY DIVISION**

**CLARK COUNTY, NEVADA**

In the Matter of the

THE CHRISTIAN FAMILY TRUST

Case Number: P-17-092512-T  
Dept.: S

Dated October 11, 2016

**NOTICE OF ENTRY OF ORDER**

TO: SUSAN CHRISTIAN-PAYNE, ROSEMARY KEACH, and RAYMOND  
CHRISTIAN JR., by and through their attorney Cary C. Payne, Esq., of the Law Office  
of Cary Colt Payne, CHTD.

TO: MONTE REASON, by and through his attorney, Joseph J. Powell, Esq., of Rushforth,  
Lee & Kiefer, LLP

TO: JACQUELINE UTKIN, by and through her attorney, Jerimy Kirschner, Esq. of  
Kirschner & Associates

TO: CHRISTOPHER A. CHRISTIAN

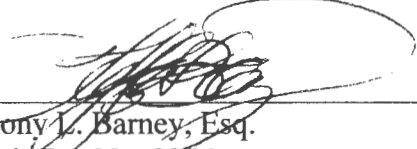
TO: TOMMY L. CHRISTIAN

PLEASE TAKE NOTICE, each of you, of the following:

1 ///

2 An Order was entered and filed on April 12<sup>th</sup>, 2018 in the above entitled matter. A copy of  
3 said Order is attached hereto and incorporated herein as Exhibit 1.  
4

5  
6 Respectfully Submitted,  
7 **ANTHONY L. BARNEY, LTD.**

8   
9 \_\_\_\_\_  
10 Anthony L. Barney, Esq.  
11 Nevada Bar No. 8366  
12 Tiffany S. Barney, Esq.  
13 Nevada Bar No. 9754  
14 3317 W. Charleston Blvd., Suite B  
15 Las Vegas, NV 89102-1835  
16 (702) 438-7878  
17 *Attorneys for Nancy Christian, Trustor*  
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**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 April 12, 2018 I served the foregoing **NOTICE OF ENTRY OF ORDER** via regular mail and/or electronic service through the Eighth Judicial District Court's electronic filing system, upon the following party(ies):

Cary Colt Payne, Esq.  
Law Office of Cary Colt Payne, CHTD.  
700 South 8<sup>th</sup> Street,  
Las Vegas, NV 89101  
*Attorney for Susan Christian-Payne,  
Rosemary Keach, and  
Raymond Christian, Jr.*

Joseph J. Powell, Esq.  
Rushforth, Lee & Kiefer LLP  
1707 Village Center Cir., #150  
Las Vegas, NV 89134  
*Attorney for Monte Reason, Successor  
Trustee*

Jerimy Kirschner, Esq.  
5550 Painted Mirage Rd., Suite 320  
Las Vegas, NV 89149  
*Attorney for Jacqueline Utkin, Successor  
Trustee*

\_\_\_\_\_/s/ Zachary Holyoak/s\_\_\_\_\_  
Employee of Anthony L. Barney, Ltd.

## EXHIBIT 1



1 ANTHONY L. BARNEY, ESQ.  
NV State Bar No. 8366  
2 TIFFANY S. BARNEY, ESQ.  
NV State Bar No. 9754  
3 ZACHARY D. HOLYOAK, ESQ.  
NV State Bar No. 14217  
4 **ANTHONY L. BARNEY, LTD.**  
3317 W. Charleston Boulevard, Suite B  
5 Las Vegas, NV 89102-1835  
6 Telephone: (702) 438-7878  
7 Facsimile: (702) 259-1116  
8 E-Mail: office@anthonybarney.com  
9 *Prior Attorneys for Nancy Christian,  
Creditors of The Christian Family Trust*

10 **EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 In the Matter of the

Case Number: P-17-092512-T

13  
14 **THE CHRISTIAN FAMILY TRUST**

Dept.: S

15 Dated October 11, 2016

16  
17 **ORDER**

18 This matter came before the above-entitled court on April 4, 2018 at 2:00 p.m. on  
19 Anthony L. Barney, Ltd.'s, ("ALB, LTD.," or "Petitioner") Creditor of the Christian Family  
20 Trust dated October 11, 2018 ("Trust"), PETITION FOR FEES AND COSTS ("Petition"), and  
21 upon the Petitioner's Oral Motion to Strike Exhibit A of the SUPPLEMENTAL RESPONSE  
22 TO OPPOSITION TO PETITION FOR FEES (BARNEY FIRM); REQUEST FOR  
23 EVIDENTIARY HEARING, AND REOPENING DISCOVERY ("Supplement") filed March  
24 30, 2018 by Cary Colt Payne, Esq. on behalf of Susan Christian Payne ("Susan"), Rosemary  
25 Keach ("Rosemary"), and Raymond Christian Jr. ("Raymond"). The Petitioner was represented  
26 by its attorneys at the Law Office of Anthony L. Barney, Ltd. Jackie Utkin, Successor Trustee  
27  
28

**RECEIVED**  
**APR 10 2018**  
**DEPT. S**



1 of the Trust was not present but was represented by her attorney, Jerimy Kirschner, Esq., Monte  
2 Reason, former Trustee and beneficiary of the Trust was not present but was represented by his  
3 attorney Joseph J. Powell, Esq., Raymond was not present, Susan and Rosemary were present  
4 and Raymond, Susan and Rosemary were represented by Cary C. Payne, Esq., After reviewing  
5 the pleadings on file in this matter, hearing the oral argument, and reviewing the evidence, the  
6 Court hereby makes the following findings of fact and conclusions of law.

7  
8 **I. FINDINGS OF FACT**

9 The Court hereby finds the following:

- 10  
11 1. The Trust contains broad discretion regarding decisions made by the Trustee with the  
12 specific language of the Trust stating:

13 **11.1 Protection.** Trustees shall not be liable for any loss or injury to the property at  
14 any time held by them hereunder, except only such as may result from their fraud,  
15 willful misconduct, or gross negligence. Every election, determination, or other  
16 exercise by Trustees of any discretion vested, either expressly or by implication, in  
17 them, pursuant to this Trust Agreement, whether made upon a question actually  
raised or implied in their acts and proceedings, shall be conclusive and binding upon  
all parties in interest.

- 18 2. The Trust's spendthrift provision does not apply to the trustor's interest in the Trust estate  
19 regarding the fees and costs payable to ALB, LTD.

- 20 3. ALB, LTD's request for payment of fees has been approved by the prior Trustee, Monte  
21 Reason, and the current Trustee, Jackie Utkin.

- 22 4. The Court has previously ordered that all Trust assets be frozen pending the current  
23 litigation in this matter.

- 24 5. Exhibit A to Susan, Rosemary, and Raymond's Supplement is immaterial and impertinent  
25 in this matter.

26  
27 ///

28 ///

1 **II. CONCLUSIONS OF LAW**

2 1. NRS 132.390(c)(8) states in pertinent part “[f]or the purposes of this title, a person is an  
3 interested person with respect to:... at trust, if the person:... Is a creditor of the settlor who  
4 has a claim which has been accepted by the trustee.”  
5

6 2. NRCP 12(f) provides:

7 Upon motion made by a party before responding to a pleading or, if no responsive  
8 pleading is permitted by these rules, upon motion made by a party within 20 days after  
9 the service of the pleading upon the party or upon the court’s own initiative at any time,  
10 the court may order stricken from any pleading any insufficient defense or any  
11 redundant, immaterial, impertinent, or scandalous matter.

12 **III. ORDER**

13 WHEREFORE, the Court hereby orders, adjudges and decrees the following:

14 1. That within seven (7) days of the entry of this order a certified check in the amount  
15 of \$50,000.00 shall be issued by Chase Bank from either or both blocked trust accounts (if  
16 funds are insufficient in either account), currently held in the names of Susan Christian-Payne,  
17 Rosemary Keach, and Raymond Christian Jr., at Chase Bank, account numbers  
18 000000446556040 and 000003008644816 (a Chase Private Client Savings Account) and shall  
19 be delivered to Jackie Utkin as Trustee of the Christian Family Trust;

20 2. That within seven (7) days of the entry of this order a certified check in the amount  
21 of \$3,031.97 representing the costs filed with this Court which were incurred by ALB, LTD.,  
22 shall be issued by Chase Bank from either or both blocked trust accounts (if funds are  
23 insufficient in either account), currently held in the names of Susan Christian-Payne, Rosemary  
24 Keach, and Raymond Christian Jr., at Chase Bank, account numbers at Chase Bank, account  
25 numbers 000000446556040 and 000003008644816 (a Chase Private Client Savings Account)  
26 and shall be delivered to Jackie Utkin as Trustee of the Christian Family Trust;  
27  
28

1 3. That within seven (7) days of receipt of the certified checks for \$50,000.00 and  
2 \$3,031.97, Jackie Utkin shall pay \$53,031.97 to ALB, LTD., for payment of attorney's fees and  
3 costs; and,  
4

5 4. That Exhibit A of the SUPPLEMENTAL RESPONSE TO OPPOSITION TO  
6 PETITION FOR FEES (BARNEY FIRM); REQUEST FOR EVIDENTIARY HEARING,  
7 AND REOPENING DISCOVERY is hereby stricken from the Nevada Eighth Judicial District  
8 Court's record as immaterial and impertinent.  
9

10 IT IS SO ORDERED, ADJUDGED AND DECREED.

11 DATED this 10<sup>th</sup> day of April 2018. *vo*

*Vincent Ochse*  
DISTRICT COURT JUDGE *me*

14 Respectfully Submitted,  
15 ANTHONY L. BARNEY, LTD.  
16

*Anthony L. Barney*  
17 Anthony L. Barney, Esq.  
18 Nevada Bar No. 8366  
19 Tiffany S. Barney, Esq.  
20 Nevada Bar No. 9754  
21 Zachary D. Holyoak, Esq.  
22 Nevada Bar No. 14217  
23 3317 W. Charleston Blvd., Suite B  
24 Las Vegas, NV 89102  
25 office@anthonybarney.com  
26  
27  
28

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

2  
3       IN THE MATTER OF THE  
4       CHRISTIAN FAMILY TRUST U.A.D. 10/11/16

5       \_\_\_\_\_  
6       SUSAN CHRISTIAN-PAYNE; ROSEMARY  
7       KEACH; AND RAYMOND CHRISTIAN, JR.,  
8                                   Appellants

9                                   vs.  
10       ANTHONY L. BARNEY, LTD.,  
11                                   Respondent.

12       \_\_\_\_\_  
13       ANTHONY L. BARNEY, LTD.  
14                                   Cross-Appellant

15                                   vs.  
16       SUSAN CHRISTIAN-PAYNE; ROSEMARY  
17       KEACH; AND RAYMOND CHRISTIAN, JR.,  
18                                   Cross-Respondent  
19       and  
20       JACQUELINE UTKIN,  
21                                   Respondent.

Case No.: 75750

Electronically Filed  
Jun 19 2018 11:30 a.m.

Elizabeth A. Brown

**DOCKETING STATEMENT**  
**Clerk of Supreme Court**  
**CIVIL APPEALS**

22                                   **GENERAL INFORMATION**

23 Appellants must complete this docketing statement in compliance with NRAP 14(a). The  
24 purpose of this docketing statement is to assist the Supreme Court in screening jurisdiction,  
25 identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under  
26 NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases  
27 for expedited treatment and assignment to the Court of Appeals, and compiling statistical  
28 information.

29                                   **WARNING**

30 This statement must be completely fully, accurately and on time. NRAP 14(c). The Supreme  
31 Court may impose sanctions on counsel or appellant if it appears that the information  
32 provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file  
33 it in a timely manner constitutes grounds for the imposition of sanctions, including a fine  
34 and/or dismissal of the appeal.

35 A complete list of the documents that must be attached appears as Question 27 on this  
36 docketing statement. Failure to attach all required documents will result in the delay of your  
37 appeal and may result in the imposition of sanctions.

38 This court has noted that when attorneys do not take seriously their obligations under NRAP  
39 14 to complete the docketing statement properly and conscientiously, they waste the valuable  
40 judicial resources of this court, making the imposition of sanctions appropriate. See KDI  
41 Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab  
42 dividers to separate any attached documents.

1       **1. Judicial District:** Eighth       **Department:** S

2               **County:** Clark               **Judge:** Vincent Ochoa

3               **District Court Case No.:** P-

4  
5       **2. Attorney filing this docketing statement:**

6               **Attorney:** Anthony L. Barney, Esq.   **Telephone:** 702-438-7878

7               **Firm:** Anthony L. Barney, Ltd.

8               **Address:**   3317 W. Charleston Boulevard, Suite B, Las Vegas, Nevada 89102

9               **Client:**       Anthony L. Barney, Ltd.

10  
11       **3. Attorney representing respondent(s):**

12              **Attorney:** Cary Colt Payne, Esq.   **Telephone:** 702-383-9010

13              **Firm:** Law Office of Cary Colt Payne, Chtd.

14              **Address:**   700 South 8<sup>th</sup> St., Las Vegas, Nevada 89101

15              **Client:**       Susan Christian-Payne, Rosemary Keach, and Raymond Christian, Jr.

16  
17              **Attorney:** Jerimy Kirschner, Esq.   **Telephone:** 702-563-4444

18              **Firm:** Jerimy Kirschner & Associates, Ltd., Office

19              **Address:**   5550 Painted Mirage Rd., #320, Las Vegas, Nevada 89149

20              **Client:**       Jacqueline Utkin

21  
22  
23       **4. Nature of disposition below:**

- 24           ☐ Judgment after bench trial                      ☐ Dismissal:
- 25           ☐ Judgment after jury verdict                      ☐ Lack of jurisdiction
- 26           ☐ Summary judgment                                      ☐ Failure to state a claim
- 27           ☐ Default judgment                                       ☐ Failure to prosecute
- 28           ☐ Grant/Denial of NRCP 60(b) relief           ☐ Other (specify) \_\_\_\_\_
- ☐ Grant/Denial of declaratory relief   ☐ Divorce Decree:

☐ Review of agency determination      ☐ Original      ☐ Modification

X Other disposition (specify):

NRS 155.190(j)

**5. This appeal raises issues concerning any of the following?**

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

**6. Pending and prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

In the Matter of the Christian Family Trust dated October 11, 2016, Case No. P-17-092512-T

**7. Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (*e.g.*, bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

N/A

**8. Nature of the action.** Briefly describe the nature of the action and the result below:

This trust action arose when the Former Trustees (Susan Christian-Payne, Rosemary Keach and Raymond Christian, Jr., hereinafter "Former Trustees") were removed from their position as trustees and were replaced with another Successor Trustee by the Trustor, Nancy Christian ("Nancy"), pursuant to the terms of the Christian Family Trust. The Former Trustees filed a petition seeking to prevent their removal as trustees and, thereafter, sequestered trust funds away from Nancy up to and including the day that she died. Unfortunately, the Former Trustees continued to sequester the trust funds away from the newly appointed Successor Trustee, causing the Court to freeze all trust assets. Together with the Successor Trustee, Nancy filed claims against the Former Trustees, including, but not limited to, breach of fiduciary duty, conversion, fraudulent transfers, and undue influence, which have not yet been fully adjudicated.

1 Anthony L. Barney, Ltd., is a creditor of the trust due to the work performed  
2 on behalf of Nancy, the Trustor, to further compliance with the terms of the Trust.  
3 The Successor Trustee approved the requested fees and costs that were expended on  
4 behalf of Nancy. Pursuant to Section 11.1 of the Christian Family Trust, the  
5 Successor Trustee had discretion to do so and her exercise of discretion was binding  
6 upon all parties.

7 Because the Trust funds had been frozen, however, Anthony L. Barney, Ltd.,  
8 was required to petition the court to unfreeze trust funds and release the approved  
9 amount of fees and costs. Instead of unfreezing the approved amount of fees and  
10 costs, the District Court only unfroze a portion of the fees; thus, causing Anthony L.  
11 Barney, Ltd., to remain a creditor and, also, requiring Anthony L. Barney, Ltd., to  
12 continue to seek the remaining fees and costs that had already been approved by the  
13 court-appointed Successor Trustee.

14 The April 12th Order is an appealable order pursuant to NRS 155.190(j),  
15 directing or allowing the payment of a debt, claim, devise or attorney's fees. Herein,  
16 all of the attorney's fees for the law office of Anthony L. Barney, Ltd. should have  
17 been unfrozen, because the Successor Trustee had approved them and pursuant to the  
18 terms of the Christian Family Trust, her decision was binding upon all parties in  
19 interest to the Christian Family Trust.

20 **9. Issues on Appeal.** State concisely the principal issue(s) in this appeal (attach  
21 separate sheets if necessary):

22 The first issue on appeal is whether the Court had the ability to undermine the actions  
23 of the Trustee who has been confirmed by the Court (and whose confirmation has not  
24 been appealed) and then undermine the Trustee's discretion which was authorized  
25 under the terms of the Trust. The other issue is whether the Court had discretion to  
26 unfreeze only a portion of the attorney fees, when all of the attorney fees had been  
27 approved by the Trustee of the Christian Family Trust and under Section 11.1, the  
28 Trustee's approval was binding on all parties.

**10. Pending proceedings in this court raising the same or similar issues.** If you are  
aware of any proceedings presently pending before this court which raises the same  
or similar issues raised in this appeal, list the case name and docket numbers and  
identify the same or similar issue raised:

1 N/A

2  
3 **11. Constitutional issues.** If this appeal challenges the constitutionality of a statute,  
4 and the state, any state agency, or any officer or employee thereof is not a party to  
5 this appeal, have you notified the clerk of this court and the attorney general in  
6 accordance with NRAP 44 and NRS 30.130?

7 X N/A

8 ☐ Yes

9 ☐ No

10 If not, explain:

11 **12. Other Issues.** Does this appeal involve any of the following issues?

12 ☐ Reversal of well-settled Nevada precedent (identify the case(s)).

13 ☐ An issue arising under the United States and/or Nevada Constitutions

14 ☐ A substantial issue of first impression

15 ☐ An issue of public policy

16 ☐ An issue where en banc consideration is necessary to maintain uniformity of this  
17 court's decision.

18 ☐ A ballot question

19 If so, explain: N/A

20 **13. Assignment to the Court of Appeals or retention in the Supreme Court.** Briefly  
21 set forth whether the matter is presumptively retained by the Supreme Court or  
22 assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the  
23 Rule under which the matter falls. If appellant believes that the Supreme Court should  
24 retain the case despite its presumptive assignment to the Court of Appeals, identify the  
25 specific issue(s) or circumstance(s) that warrant retaining the case, and include an  
26 explanation of their importance or significance.

27 NRAP 17(a) does not appear to apply to this matter, therefore the case may be  
28 assigned to the Court of Appeals. NRS 155.190, from which this appeal is taken,  
allows for a direct appeal to an appellate court in Trust cases. NRAP 17(b)(15)  
indicates that that cases involving trust and estate matters in which the corpus has a  
value of less than \$5,430,000.00 are presumptively assigned to the Court of Appeals.  
This case involves a trust, the corpus of which has a value less than \$5,430,000.00.  
Therefore, the matter is presumptively assigned to the Court of Appeals. The appellant



1 does not believe that this case addresses any specific issues or circumstances that  
2 warrant an argument that the Supreme Court should retain jurisdiction despite the  
3 presumptive assignment to the Court of Appeals.

4  
5 **14. Trial.** If this action proceeded to trial, how many days did the trial last? N/A  
6 Was it a bench or jury trial? \_\_\_\_\_

7 **15. Judicial Disqualification.** Do you intend to file a motion to disqualify or have  
8 justice recuse him/herself from participation in this appeal? If so, which Justice?  
9 N/A

10 **TIMELINESS OF NOTICE OF APPEAL**

11 **16. Date of entry of written judgment or order appealed from** 04/12/2018.

12 If no written judgment or order was filed in the district court, explain the basis for  
13 seeking appellate review: N/A

14  
15 **17. Date written notice of entry of judgment or order was served** 04/12/2018.

16 Was served by:

17 ☐ Delivery

18 ☒ Mail/electronic/fax

19  
20 **18. If the time for filing the notice of appeal was tolled by a post-judgment motion**  
21 **(NRCP 50(b), 52, or 59)**

22 (a) Specify the type of motion, the date and method of service of the motion

23 ☐ NRCP 50(b) Date of filing \_\_\_\_\_

24 ☐ NRCP 52(b) Date of filing \_\_\_\_\_

25 ☐ NRCP 59 Date of filing \_\_\_\_\_

26 **NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration**  
27 **may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington,**  
28 **126 Nev. \_\_\_, 245 P.3d 1190 (2010).**

(b) Date of entry of written order resolving tolling motion \_\_\_\_\_

(c) Date written notice of entry of order resolving tolling motion was served \_\_\_\_\_

Was served by

☐ Delivery

☐ Mail

**19. Date of notice of appeal filed 05/08/2018.**

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

Susan Christian-Payne, Rosemary Keach and Raymond Christian, Jr., filed their notice of appeal on April 26, 2018 from the order dated April 12, 2018.

**20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other**

NRAP 4(a)(1)

**SUBSTANTIVE APPEALABILITY**

**21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

(a)

☐ NRAP 3A(b)(1)

☐ NRS 38.205

☐ NRAP 3A(b)(2)

☐ NRS 233B.150

☐ NRAP 3A(b)(3)

☐ NRS 703.376

X Other (specify) NRS 155.190(j)

(b) Explain how each authority provides a basis for appeal from the judgment or order:

NRS 155.190 allows for an appeal when a court directs or allows the payment of a debt, claim, devise, or attorney's fees. Herein, the payment of a debt of the settlor of the Trust, constituting attorney's fees, was partially allowed by the court releasing a portion of the funds it had previously frozen.

**22. List all parties involved in the action or consolidated actions in the district court:**

(a) Parties:

Susan Christian-Payne, Appellant/Cross Respondent

1 Rosemary Keach, Appellant/Cross-Respondent

2 Raymond Christian Jr., Appellant/Cross-Respondent

3 Anthony L. Barney, Ltd., Respondent/Cross-Appellant

4 Jacqueline Utkin, Cross-Respondent

5 Monte Reason

- 6
- 7 (b) If all parties in the district court are not parties to this appeal, explain in detail why
- 8 those parties are not involved in this appeal, e.g. formally dismissed, not served, or
- 9 other:

10 Monte Reason is not part of the attorney's fees litigation regarding the law firm of

11 Anthony L. Barney, Ltd. Jacqueline Utkin is not a part of the Appellants' appeal

12 but has been named as a Cross-Respondent in the cross-appeal.

13 **23. Give a brief description (3 to 5 words) of each party's separate claims,**

14 **counterclaims, cross-claims, or third party claims and the date of formal**

15 **disposition of each claim.**

16 Susan Christian-Payne: The court should not have released funds to pay a portion of

17 the debt of the settlor constituting her attorney's fees.

18 Rosemary Keach: The court should not have released funds to pay a portion of the

19 debt of the settlor constituting her attorney's fees.

20 Raymond Christian Jr: The court should not have released funds to pay a portion of

21 the debt of the settlor constituting her attorney's fees.

22 Anthony L. Barney, Ltd: After the Trustee approved the fees and costs of the Settlor

23 pursuant to her discretionary authority under the Trust, the Court should not have

24 prevented the full payment of the approved debt constituting attorney's fees and costs

25 of the Settlor by failing to release sufficient funds to pay the full approved amount

26 from trust funds under a freeze order/injunction.

27 Jacqueline Utkin; She approved payment of the debts of the Settlor from the Trust

28 pursuant to the terms of the Trust and there is no indication that her position has

changed.

**24. Did the judgment or order appealed from adjudicate ALL the claims alleged**

**below and the rights and liabilities of ALL the parties to the action or**

**consolidated actions below?**

1                    ☐ Yes

2                    ☒ No

3                    **25. If you answered "No" to question 24, complete the followings:**

4                    (a) Specify the claim remaining pending below: N/A

5                    (b) Specify the parties remaining below: N/A

6                    (c) Did the district court certify the judgment or order appealed from as a final  
judgment pursuant to NRCP 54(b)?

7                    ☐ Yes

8                    ☒ No

9                    (d) Did the district court make an express determination, pursuant to NRCP 54(b), that  
there is no just reason for delay and an express direction for the entry of judgment?

10                   ☐ Yes

11                   ☒ No

12                   **26. If you answered "No" to any part of question 25, explain the basis for seeking  
appellate review (e.g., order is independently appealable under NRAP 3A(b)):**

13                   The Order is independently appealable under NRS 155.190.

14                   **27. Attach filed-stamped copies of the following documents:**

- 15                   ● The latest-filed complaint, counterclaims, cross-claims, and the third-party  
16                   claims
- 17                   ● Any tolling motion(s) and order(s) resolving tolling motion(s)
- 18                   ● Orders of NRCP 41(a) dismissals formally resolving each claim,  
19                   counterclaims, cross-claims and/or third-party claims asserted in the action or  
20                   consolidated action below, even if not at issue on appeal
- 21                   ● Any other order challenged on appeal
- 22                   ● Notices of entry for each attached order

23                   ///

24                   ///

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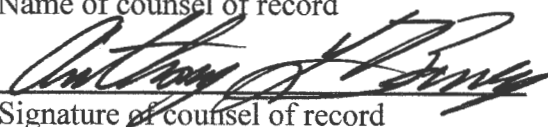
## VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Anthony L. Barney, Ltd.  
Name of Respondent/Cross Appellant

Anthony L. Barney, Esq.  
Name of counsel of record

06/18/2018  
Date

  
Signature of counsel of record

State of Nevada, County of Clark  
State and county where signed

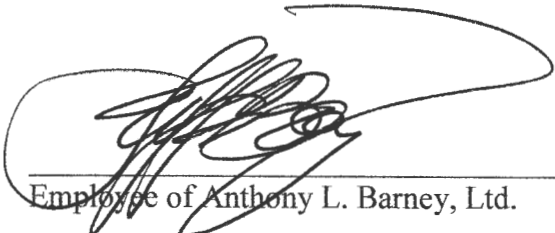
## CERTIFICATE OF SERVICE

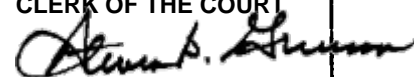
I certify that on the 18<sup>th</sup> day of June, 2018, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

X By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with addresses.)

Dated this 18<sup>th</sup> day of June, 2018.

  
Employee of Anthony L. Barney, Ltd.



**PET**  
CARY COLT PAYNE, ESQ.  
Nevada Bar No. 4357  
CARY COLT PAYNE, CHTD.  
700 South Eighth Street  
Las Vegas, Nevada 89101  
(702) 383-9010  
carycoltpaynechtd@yahoo.com  
Attorney for Petitioners

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

P-17-092512-T

In the Matter of	)	Case No.:	
	)	Dept. No.:	PC-1
THE CHRISTIAN FAMILY	)	Date:	
TRUST u.a.d. 10/11/16	)	Time:	9:30 AM
~~~~~	)		

**PETITION TO ASSUME JURISDICTION OF TRUST;  
CONFIRM TRUSTEES; INSTRUCTIONS, ETC.**

COMES NOW, SUSAN CHRISTIAN-PAYNE, ROSEMARY KEACH and RAYMOND CHRISTIAN, co-trustees and beneficiaries of The Christian Family Trust u.a.d. 10/11/16, by and through their attorney, CARY COLT PAYNE, ESQ., of the lawfirm of CARY COLT PAYNE, CHTD., hereby petition this Court to: (i) assume jurisdiction over the Trust; (ii) to confirm Petitioners are co-Trustees, (iii) to confirm the Trust; (iv) for instructions regarding the distribution of trust assets; and (v) for a temporary restraining order to preserve and protect the Trust assets.

Pursuant to NRS 153.031(a), (b), (d), (f), (h), (k), and (q); NRS 163.115; NRS 164.005; NRS 164.010; NRS 164.015; and NRS 164.033, Petitioners allege as follows:

CARY COLT PAYNE, CHTD.  
700 South Eighth Street  
Las Vegas, Nevada 89101  
Tel: 702.383.9010 • Fax 702.383.9049





1 **A. Trust Documents and Major Beneficiaries**

2 Raymond T. Christian (hereinafter "Raymond" or the "deceased") and Nancy I.  
3 Christian (hereinafter "Nancy") executed The Christian Family Trust u.a.d. 10/11/16.  
4 Petitioners were parties to the original agreement as co-trustees. (Exhibit "A")

5  
6 2. At the time the Trust was executed, the Trustors were not the trustees  
7 (Trust- page 3, ¶ 1; page 28). SUSAN CHRISTIAN-PAYNE, ROSEMARY KEACH and RAYMOND  
8 CHRISTIAN, were the original named co-trustees and accepted the Trusteeship of the Trust  
9 at the time of its initial execution in October 2016. The Petitioners are also beneficiaries  
10 (Trust Article 1.2). Petitioners' understanding from their father is that he was seeking to  
11 protect their mother, Nancy Christian, was a spendthrift, and would run out of funds. The  
12 other reason was to protect her from exploitation and/or undue influence from her son,  
13 Monte Reason, based upon family history. (see Declaration in Support)

14  
15 3. That in or around October 2016, while Grantor Raymond was hospitalized,  
16 the grantor and the trustees agreed to purchase a new primary residence that would be  
17 located within five miles of the trustee's residences. The move of primary residences  
18 would allow the trustees to take care of their mother and to provide their father with the  
19 24-hour care he needed instead of having to admit him into a skilled nursing home. After  
20 consultation with both Grantors, the sale of 1060 Dancing Vines was decided by the  
21 grantors together with the acquisition of the new primary residence located at 2848 Bluff  
22 Point Drive (purchased November 23, 2016). Grantor Nancy Christian accompanied the  
23 trustees in viewing potential properties, meeting multiple times with Realtor Jackie  
24 Akester. The Grantors provided verbal instructions to purchase the Bluff Point property  
25 and sell of the Dancing Vines property as soon as it could be rehabilitated.  
26  
27  
28



1           4.       Extensive rehabilitation was required on the Dancing Vines property as it  
2 was, at the time of the decision to purchase the new property, unfit for human habitation.  
3 The contractor began rehabilitation work at Dancing Vines in December 2016; the work  
4 took approximately three weeks, the trustees provided the grantors with all progress  
5 updates. In January 2017, the Dancing Vines property rehabilitation was complete and,  
6 again, with the grantors permission, the trustees listed the property for sale. On or about  
7 January 18, 2017, the trustees accepted a contract on the Dancing Vines property and it  
8 sold on February 13, 2017. All proceeds have been accounted for. (HUD-1 as Exhibit  
9 "B")  
10

11           5.       At the time of the Bluff Point property purchase, Raymond Christian had  
12 been bedridden (since June 2016) and required 24/7 care. Nancy Christian periodically  
13 and voluntarily would remove herself to her condominium located at 304 Orland Street  
14 #39, Las Vegas, Nevada, a 1 bedroom condo (612 sf). She did this at least twice  
15 between November 2016 and Raymond Christian's death in January 2017, and did not  
16 wish contact with her dying husband.  
17

18           6.       In and around that time, Nancy Christian also was looking into going to  
19 reside at assisted living, and "dragged her feet", after first agreeing to go. Ultimately she  
20 decided to live in the condo with her son, Monte Reason.  
21

22           7.       Grantor Raymond Christian died on January 31, 2017.  
23

24           8.       Within a month after the property closed, Nancy Christian was seeking to be  
25 paid \$5,000 per month. It should be noted that the condo Nancy resides in is free and  
26 clear, with only the monthly utilities, food, etc., to pay. Nancy Christian has her own  
27 income of about \$2,100 per month between social security and pension. Upon  
28 information and belief Monte Reason and possibly his girlfriend are also residing in the  
small condo. The Trust provides at Article 4, ¶4.3(a) that: "*the Trustee, in Trustees' sole*





*discretion may pay to the Survivor all of the net income of the Trust estate, as the Trustee may determine necessary, in the Trustee's sole discretion for the health, education and maintenance of the survivor...". [Emphasis added]*

9. The only income to the trust is from a rental property in California, which after the payment of mortgage, taxes, homeowner's insurance, maintenance etc. from the rent received, which is at best, a few hundred dollars. Nancy's counsel was so informed in correspondence of May 2, 2017. Counsel was also informed that Nancy has not provided proof of any need for the trust to make such an enormous payment when it does not appear otherwise that Nancy's income was insufficient to meet her needs. Counsel was also informed that this situation has, on the surface, the appearance of someone else influencing Nancy to make these requests. Nancy is 77 years old, has been very forgetful, and when tested, barely passed the minimum requirements regarding diagnoses regarding dementia.

10. Prior counsel was so informed, as to the trust terms, net income payments, etc., in confidential correspondence dated June 3, 2017. Within 10 days, Nancy, executed documents to remove the petitioners as trustees and appoint Monte Reason. (Exhibit "C") Also see Declaration in Support.

#### ***B. Interested Persons***

The names, ages, relationship and residences of the persons interested in the Trust, so far as known to Petitioners are as follows:

<i>Name</i>	<i>Age/Relationship</i>	<i>Address</i>
Nancy I. Christian	Adult/Spouse	c/o Joseph Powell, Esq. RUSHFORTH, LEE & KIEFER, LLP 1701 Village Center Circle, Suite 150 Las Vegas, NV 89134



1 Susan Christian Payne Adult/daughter c/o Cary Colt Payne, Esq.  
2 CARY COLT PAYNE, CHTD.  
3 700 South Eighth Street  
4 Las Vegas, Nevada 89101

5 Rosemary Keach Adult/daughter c/o Cary Colt Payne, Esq.  
6 CARY COLT PAYNE, CHTD.  
7 700 South Eighth Street  
8 Las Vegas, Nevada 89101

9 Raymond Christian Adult/son c/o Cary Colt Payne, Esq.  
10 CARY COLT PAYNE, CHTD.  
11 700 South Eighth Street  
12 Las Vegas, Nevada 89101

13 Monte Reason Adult/Stepson 304 Orlando Street, #39  
14 Las Vegas, NV 89107

### 15 ***C. Statutory Basis for Court's Jurisdiction***

16 NRS (164.015(1) provides that "[t]he court has exclusive jurisdiction of proceedings  
17 initiated by the petition of an interested person concerning the internal affairs of a non-  
18 testamentary trust ...Proceedings which may be maintained under this section are those  
19 concerning the administration and distribution of trusts,...including petitions with respect to  
20 a non-testamentary trust for any appropriate relief provided with respect to a testamentary  
21 trust in NRS 153.031." NRS 164.015 (2) allows a petition filed under this section to be  
22 filed in conjunction with a petition under NRS 164.010.

23 NRS 153.031 provides that "[a] trustee or beneficiary may petition the court  
24 regarding any aspect of the affairs of the trust, including: (a) determining the existence of  
25 a trust; (b) determining the construction of an instrument; (e) ascertaining beneficiaries  
26 and determining to whom property is to pass or be delivered upon final or partial  
27 termination of the trust, to the extent not provided in the trust instrument; (f) settling the  
28 accounts and reviewing the acts of the trustee, including the exercise of discretionary  
powers; (h) compelling the trustee to report information about the trust or account, to the



beneficiary; (k) appointing or removing a trustee; and (q) [compelling compliance with the terms of the trust or other applicable law.]

NRS 163.115 provides that "[i]f a trustee commits or threatens a breach of trust, a beneficiary or co-trustee of the trust may maintain a proceeding...(a) [t]o compel the trustee to perform his or her duties; (b) [t]o enjoin the trustee from committing the breach of trust; (c) [t]o compel the trustee to redress the breach of trust by payment of money or otherwise; and (i) [t]o trace trust property that has been wrongfully disposed of and recover the property or its proceeds."

The Trustor resided in Clark County, Nevada; the Trust is being administered in Clark County, Nevada; the Trust is believed to own property in Clark County, Nevada; and the Trust is governed by the laws of the State of Nevada.

As such the court should assume jurisdiction over the Trust and grant the requested in this petition.

#### ***D. Need for Instructions***

##### ***D-1. Petitioners are Still Co Trustees of Decedent's Original Trust Agreement***

The trust agreement was put in place, and the parties agreed to uphold the express terms.

Upon the first Trustor to become deceased, the trust was to be divided into the survivor's trust and the decedent's trust (Trust-Articles 4 and 5). Article 5.1 describes some of the administration, so does Article 6 regarding real property. The net income (or principal) of the trust was to be used for the survivor, should it become necessary.

The Trust, at paragraph 9.3 states:

**9.3 Power to Change Trustee.** During the joint lifetime of the Trustors, Trustors may change the Trustee or Successor Trustee of this Trust by an instrument in writing, signed by both Trustors, and delivered to the Trustee. In the event that either Trustor should become incapacitated, the other Trustor shall retain the power to change the Trustee of Successor Trustee of this Trust by an instrument in writing, signed by such Trustor and delivered to the Trustee. After the death of the

1 first Trustor to die, the surviving Trustor shall have the power to change the Trustee  
2 or Successor Trustee of the Trust by an instrument in writing signed by the  
3 surviving Trustor and delivered to the Trustee.

4 As usual custom, a survivor grantor only has the power to change the trustee of  
5 the survivor's trust (see also Article 9, page 17). The decedent's trust becomes  
6 irrevocable upon the first grantor to die, and the survivor is not endowed with the ability to  
7 replace the trustee of the decedent's trust (Article 9.2).

8  
9 It is submitted, and pursuant to the trust agreement, that Nancy Christian may  
10 have had only had the power to appoint a new trustee over the survivor's trust, which  
11 should have been funded with her separate property (condo), survivor's one-half of  
12 community property (Article 4). The remaining one-half portion of the community  
13 property, as well as decedent's separate property, should be designated to the  
14 decedent's trust. The co-trustees had been very concerned as to undue influence of  
15 their mother, which apparently was not unfounded due to the prompted changes (Exhibit  
16 "C").  
17

18 Paragraph 9.3, as written is vague, as to the powers of appointment of a new  
19 trustee as to the decedent's trust. It is submitted that Nancy Christian did not have the  
20 power to so remove the co-trustees of the decedent's trust. Id.

21 Moreover, upon information and belief, Monte B. Reason, Nancy's son, is not  
22 qualified to act as a fiduciary under the trust, and he should be removed. NRS  
23 153.031(k), and that Citation issue. See Declarations of Petitioners, attached.

24 ***D-2. Proceeds of Dancing Vines property***

25  
26 There is the issue regarding the net proceeds of sale of the Dancing Vines  
27 property. There is some ambiguity between the first sentence (mandatory) of paragraph  
28 6.1 and that at the end of paragraph 6.1(g), which states:



(g) Notwithstanding anything to the contrary hereinabove, any amounts to be distributed to TOMMY L. CHRISTIAN, CHRISTOPHER A. CHRISTIAN, or MONTE B. REASON in Sections 6.1(c), (e) and (f) above, are to be held, in Trust, for and distributed to them, respectively, for their health, education, maintenance and support, in the sole and unfettered discretion of the Successor Trustees.

**Moreover, in the event the home referred to in this Section 6.1 was sold prior to the Survivor's death, then an amount equal to the net proceeds from such earlier sale shall be set aside to be held and distributed pursuant to the above terms of this Section 6.1.**

[Emphasis added]

Petitioners' reading of the paragraph as a whole is that despite the opening sentence, the grantors specifically provided for the distribution of any net proceeds of sale of this specific property, despite one grantor yet surviving.

The home referred to therein was the real property located at 1060 Dancing Vines Avenue, Las Vegas, Nevada 89183. This property was sold with the net proceeds of sale (**Exhibit "C"**) being the amount o \$194,704.59.

The Trust makes provision for the circumstances of the property being sold prior to the Survivor's death, which has occurred. These funds should be distributed pursuant to the trust paragraph 6.1 (a)-(f):

Rosemary K, Christian-Keach (20%=\$38,940.92), outright, free of trust;

Raymond T. Christian, Jr. (20%=\$38,940.92) outright, free of trust;

Tommy L. Christian (20%=\$38,940.92) outright, free of trust;

Susan G. Christian-Payne (20%=\$38,940.92) outright, free of trust;

Christopher A. Christian (10% = \$19,470.45) outright, free of trust;

Monte B. Reason (10% = \$19,470.45), and this Trust share shall be held, in Trust and distributed to him in the sole discretion of SUSAN G. CHRISTIAN-PAYNE for his health, education, maintenance and support.





1 It is requested that the court, if it assumes jurisdiction, etc., it also issue orders  
2 confirming this proposed distributions, the actions of co-trustees, etc., in the same  
3 amounts as noted above.  
4

5 ***E. Protective Order***

6 In addition to the aforementioned relief requested, the Petitioners respectfully  
7 request that this Court issue a temporary restraining order and, thereafter, are injunction  
8 to protect and preserve the Trust assets as a provisional remedy until such time that the  
9 Court has had the opportunity to assume jurisdiction over the Trust, until such time that a  
10 determination as to the proper distribution has been made, and until such time that the  
11 issues herein are resolved.  
12

13 This Court has inherent equitable authority to enter orders to preserve and protect  
14 trust assets This Court also possesses the statutory authority to protect trust and estate  
15 assets by entering injunctive relief (with or without notice) upon such terms and conditions  
16 as the Court deems just and appropriate. See, NRS 155.123 (providing that "upon such  
17 terms and conditions as the court deems just and appropriate, the court may issue a  
18 temporary restraining order or an injunction to preserve and protect assets of the estate  
19 or trust.") See, e.g., Commerce Bank v. Bolander, 239 P 3d 83, 95 (Kan. Ct. App. 2007)  
20 (recognizing the probate court's authority to attach and freeze trust assets); Redmer v.  
21 Hakala, 99 N.E. 2d 831, 835 (Ill. Ct. App. 1951) (recognizing that equity authorizes a  
22 court to enjoin the actions of a trustee to protect any mismanagement or waste of trust  
23 assets as part of its "inherent jurisdiction to recognize, execute and control trusts and trust  
24 funds").  
25  
26  
27  
28



## CONCLUSION

It is requested that the court issue it's orders as follows:

- (1) taking in rem jurisdiction over the trust;
- (2) that the trust be designated as the survivor's trust and the decedent's trust;
- (3) confirm that the petitioners are co-trustees over the decedent's trust;
- (4) removing Monte B. Reason as trustee, and limiting his involvement
- (5) ordering the distribution of the net proceeds of sale of the Dancing Vines

property;

(6) ordering a protective order on all assets from any distribution, except for the payment of mortgages, utilities, and the like, until final determination is made;

(7) such other and further relief as this court may deem just and equitable.

Dated: July 31, 2017

CARY COLT PAYNE, ESQ.  
Nevada Bar No. 4357  
CARY COLT PAYNE, CHTD.  
700 South Eighth Street  
Las Vegas, Nevada 89101  
(702) 383-9010  
Attorney for Petitioner

**CERTIFICATE OF SERVICE**


The undersigned hereby certifies that on July 31, 2017, a true and correct copy of the foregoing was served to the following at the their last known address(es), facsimile numbers and/or e-mail/other electronic means, pursuant to:

— **BY MAIL:** N.R.C.P 5(b), I deposited for first class United States mailing, postage prepaid at Las Vegas, Nevada;

X **BY E-MAIL AND/OR ELECTRONIC MEANS:** Pursuant to Eighth Judicial District Court Administrative Order 14-2, Effective June 1, 2014, as identified in Rule 9 of the N.E.F.C.R. as having consented to electronic service, I served via e-mail or other electronic means (Wiznet) to the e-mail address(es) of the addressee(s).

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Attorney for Nancy I. Christian

  
An employee of CARY COLT PAYNE, CHTD.





**CARY COLT PAYNE, CHTD.**

Attorney at Law  
700 S. Eighth Street • Las Vegas, Nevada 89101  
(702) 383-9010 • Fax (702) 383-9049

*EXHIBIT PAGE INTENTIONALLY LEFT BLANK*

**DECLARATION IN SUPPORT**

## **DECLARATION OF SUSAN CHRISTIAN PAYNE**

SUSAN CHRISTIAN PAYNE, pursuant to the laws of the State of Nevada (NRS 53.045), and under penalty of perjury, hereby declare as follows:

1. I am an adult resident of the State of Nevada, and was appointed, with my siblings, Rosemary Keach and Raymond Christian, as the original co-trustees of The Christian Family Trust u.a.d. 10/11/16, have personal knowledge of all matters set forth herein. I have read the above and foregoing Petition, know the contents thereof and know that the same is true of our my knowledge, as if fully set forth herein, except for those matters contained upon information and belief, and as to those I believe them to be true.

2. When my parents initially created The Christian Family Trust, my father specifically wanted myself and my siblings to be the original co-trustees, as our mother was already in the early stages of mental decline. I and my siblings were signatories to the original trust agreement as co-trustees.

3. Our step brother, Monte Reason, was another reason why we were specifically chosen to be the original trustees. Monte has a criminal past, including but not limited to assault with a deadly weapon, drug issues (possession of methamphetamine, manufacture, etc., unlawful possession of controlled substance, petit larceny between 1991 through 2011, which he sought to seal (Exhibit 1) . He has financial issues of not paying child support in both Montana (2013) and California (2014) (Exhibit 2). Monte is not qualified to act as a proper fiduciary.

4. Our father was of the belief that Monte would attempt to extort money from our mother once our father died.

5. On behalf of my siblings and myself, we do not believe that the change in trustee designation signed by our mother, Nancy Christian was truly the product of her own free will. We do believe that Monte had his hands in unduly influencing her to change attorneys and execute the document appointing him as trustee, so that he would have free reign over trust assets.

Dated: July 26, 2017

  
SUSAN CHRISTIAN PAYNE

# **Exhibit “1”**

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Location : District Court Civil/Criminal [Help](#)

## REGISTER OF ACTIONS

CASE NO. 91C102682

The State of Nevada vs Monte B Reason

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§

Case Type: **Felony/Gross Misdemeanor**

Date Filed: **09/30/1991**

Location: **Department 16**

Cross-Reference Case Number: **C102682**

Defendant's Scope ID #: **0917828**

Lower Court Case Number: **91F04152**

### RELATED CASE INFORMATION

#### Related Cases

91F04152X (Bind Over Related Case)

### PARTY INFORMATION

**Defendant** Reason, Monte B *Also Known As Reason III, Monte B*

**Lead Attorneys**  
**Public Defender**  
*Retained*  
702-455-4685(W)

**Plaintiff** State of Nevada

**Rex A. Bell, Jr.**  
702-387-6156(W)

### CHARGE INFORMATION

#### Charges: Reason, Monte B

	Statute	Level	Date
1. UNLAWFUL FOR ANY PERSON TO IMPORT,TRANSPORT,MANUFACTURE,COMPOUND,SELL,	453.321	Felony	01/01/1900
1. CONSPIRACY DANGEROUS DRUG	C453.336	Gross Misdemeanor	01/01/1900

### EVENTS & ORDERS OF THE COURT

11/20/1991 **Sentencing (9:00 AM) ()**

**SENTENCING - At Court Clerk: DENISE TRUJILLO Reporter/Recorder: KIT MacDONALD Heard By: John McGroarty**

#### Minutes

11/20/1991 9:00 AM

- Beverly Cunningham of P&P present. COURT adjudged deft. guilty of CONSPIRACY TO POSSESS CONTROLLED SUBSTANCE (GM). Statements by deft. and Mr. Caruso. COURT ORDERED, in addition to the \$25 and the \$60 drug analysis, deft. sentenced to Six (6) months in the Clark County Detention Center; suspended, placed on probation for indeterminate period not to exceed Two (2) years. CONDITIONS: 1. Search clause. (controlled substance) 2. Complete a substance abuse counseling program as deemed necessary. 3. Complete a adult education program as deemed necessary. 4. Complete 40 hours community service within first 6 months of probation. FURTHER, bond exonerated.

Parties Present

Return to Register of Actions

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Location : Justice Court [Help](#)**REGISTER OF ACTIONS**

CASE No. 99F19239X

State of Nevada vs Reason, Monte Brian

§  
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Case Type: **Felony**  
Date Filed: **12/06/1999**  
Location: **JC Department 1**

**PARTY INFORMATION**

Defendant Reason, Monte Brian

Lead Attorneys  
Bita Khamsi  
Public Defender  
7024554527(W)

State of Nevada

**CHARGE INFORMATION**

Charges: Reason, Monte Brian

	Statute	Level	Date
1. ASSAULT WITH A DEADLY WEAPON	200.471	Felony	12/06/1999
2. DISCHARGING A FIREARM FROM A MOTOR VEHICLE	202.287	Felony	12/06/1999

**EVENTS & ORDERS OF THE COURT****DISPOSITIONS**

12/22/1999 (Judicial Officer: Lippis, Deborah J.)  
1. ASSAULT WITH A DEADLY WEAPON  
WAIVE PRELIMINARY HEARING - OTHER

12/22/1999 (Judicial Officer: Lippis, Deborah J.)  
2. DISCHARGING A FIREARM FROM A MOTOR VEHICLE  
WAIVE PRELIMINARY HEARING - OTHER

12/22/1999 (Judicial Officer: Lippis, Deborah J.)  
1. ASSAULT WITH A DEADLY WEAPON  
Bound Over

12/22/1999 (Judicial Officer: Lippis, Deborah J.)  
2. DISCHARGING A FIREARM FROM A MOTOR VEHICLE  
Bound Over

**OTHER EVENTS AND HEARINGS**

12/06/1999 **TRANSFERRED TO JC**  
TRANSFERRED TO JC

12/06/1999 **CTRACK** Track Assignment JC01

12/07/1999 **RECEIVED FROM DA**  
RECEIVED FROM DA

12/07/1999 **48 HOUR - PROBABLE CAUSE FOUND** (Judicial Officer: Lippis, Deborah J. )  
48 HOUR HEARING

12/07/1999 **48 Hour Probable Cause Review (8:00 AM)** (Judicial Officer Lippis, Deborah J.)  
Result: COMPLETED

12/08/1999 **P/H DATE SET** (Judicial Officer: Lippis, Deborah J. )  
72H HEARING P/C

12/08/1999 **72 Hour Hearing (8:00 AM)** (Judicial Officer Lippis, Deborah J.)  
Result: COMPLETED

12/22/1999 **WAIVE PRELIMINARY HEARING - OTHER** (Judicial Officer: Lippis, Deborah J. )  
PRELIM HEARING

12/22/1999 **Preliminary Hearing (8:00 AM)** (Judicial Officer Lippis, Deborah J.)  
Result: Bound Over

01/06/2000 **SEE CHARGE/DISPOSITION RECORD** (Judicial Officer: Harris, Kurt K. )  
FELONY ARRG

01/06/2000 **Arraignment (8:00 AM)** (Judicial Officer Harris, Kurt K.)  
Result: CASE FINDING

03/08/2000 **SEE CHARGE/DISPOSITION/SENT RECORDS** (Judicial Officer: Harris, Kurt K. )  
SENTENCING

03/08/2000 **DISPOSITION NOTICE FOR DISTRICT COURT**  
MinuteCode1: DISPOSITION NOTICE FOR DISTRICT COURT MinuteCode3: DISPOSITION NOTICE FOR DISTRICT COURT

03/08/2000 | Sentencing Hearing (8:00 AM) (Judicial Officer Harris, Kurt K.)  
Result: SENT DECIS

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 Location : Justice Court [Help](#)

## REGISTER OF ACTIONS

CASE NO. 07F04298X

State of Nevada vs Reason, Monte Brian

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 Case Type: **Felony**

 Date Filed: **03/05/2007**

 Location: **JC Department 9**

 District Court Case Number: **C231669**

 Metro Event Number: **0703020140**

### RELATED CASE INFORMATION

**Related Cases**

07C231669 (Bind Over Related Case)

### PARTY INFORMATION

**Defendant** Reason, Monte Brian *Also Known As Reason, Monte*
**Lead Attorneys**  
Erika D Ballou  
*Public Defender*  
7024554685(W)

**State of Nevada**

State of Nevada

### CHARGE INFORMATION

Charges: Reason, Monte Brian	Statute	Level	Date
1. POSSESSION OF METHAMPHETAMINE	453.336	Felony	03/02/2007

### EVENTS & ORDERS OF THE COURT

**DISPOSITIONS**

03/20/2007	Disposition (Judicial Officer: Bonaventure, Joseph M.) 1. POSSESSION OF METHAMPHETAMINE WAVE PRELIM UNCOND PER PLEA NEGO
03/20/2007	Plea (Judicial Officer: Bonaventure, Joseph M.) 1. POSSESSION OF METHAMPHETAMINE Bound Over

**OTHER EVENTS AND HEARINGS**

03/03/2007	48 HOUR - PROBABLE CAUSE FOUND (Judicial Officer: Silver, Abbi ) 48 HOUR HEARING
03/03/2007	48 Hour Probable Cause Review (8:00 AM) (Judicial Officer Silver, Abbi) Result: COMPLETED
03/05/2007	TRANSFERRED TO JC TRANSFERRED TO JC
03/05/2007	RECEIVED FROM DA RECEIVED FROM DA
03/05/2007	COMPLETED BY JMH MinuteCode1: COMPLETED BY JMH MinuteCode3: COMPLETED BY JMH
03/05/2007	COMPLETED BY JLM MinuteCode1: COMPLETED BY JLM MinuteCode3: COMPLETED BY JLM
03/05/2007	CTRAK Track Assignment JC09
03/06/2007	CONTD FOR NEGOTIATIONS (Judicial Officer: Bonaventure, Joseph M. ) 72H HEARING P/C
03/06/2007	72 Hour Hearing (8:00 AM) (Judicial Officer Bonaventure, Joseph M.) Result: COMPLETED
03/08/2007	P/H DATE STANDS (Judicial Officer: Bonaventure, Joseph M. ) FELONY ARRGN
03/08/2007	Arraignment (8:00 AM) (Judicial Officer Bonaventure, Joseph M.) Result: COMPLETED
03/20/2007	WAVE PRELIM UNCOND PER PLEA NEGO (Judicial Officer: Bonaventure, Joseph M. ) PRELIM HEARING
03/20/2007	Preliminary Hearing (8:00 AM) (Judicial Officer Bonaventure, Joseph M.) Result: Bound Over
03/28/2007	SEE CHARGE/DISPOSITION/SENT RECORDS (Judicial Officer: Bell, Stewart ) FELONY ARRGN
03/28/2007	DISPOSITION NOTICE FOR DISTRICT COURT MinuteCode1: DISPOSITION NOTICE FOR DISTRICT COURT MinuteCode3: DISPOSITION NOTICE FOR DISTRICT COURT



03/28/2007 | Arraignment (8:00 AM) (Judicial Officer Bell, Stewart)  
Result: GUILTY/SENT

## REGISTER OF ACTIONS

**CASE NO. 07C231669**

## The State of Nevada vs Monte Reason

**Case Type: Felony/Gross Misdemeanor**

**Date Filed: 03/22/2007**

Location: Department 6

**Cross-Reference Case Number: C231669**

Defendant's Scope ID #: 0917828

Lower Court Case Number: 07F04298

### RELATED CASE INFORMATION

## Related Cases

07F04298X (Bind Over Related Case)

### PARTY INFORMATION

**Defendant Reason, Monte Also Known As Reason  
III. Monte B**

**Lead Attorneys**  
**Public Defender**  
*Retained*  
**702-455-4685(W)**

**Plaintiff                      State of Nevada**

**Steven B Wolfson**  
702-671-2700(W)

### CHARGE INFORMATION

**Charges: Reason, Monte**

1. ATTEMPT.

1. UNLAWFUL POSSESSION OF A CONTROLLED  
SUBSTANCE NOT FOR PURPOSE OF SALE.

### Statute

193.330

453.336

**Level**

### Gross Misdemeanor

**Gross Misdemeanor**

Date \_\_\_\_\_

01/01/1900

01/01/1900

## EVENTS & ORDERS OF THE COURT

03/28/2007 | Initial Arraignment (9:00 AM) ()

**INITIAL ARRAIGNMENT/SENTENCING** Court Clerk: Sharon Coffman Reporter/Recorder: Renee Vincent Heard By: Stewart Bell

## Minutes

03/28/2007 9:00 AM

- 3/28/2007 9:00 AM
- DEFT. REASON ARRAIGNED AND PLED GUILTY TO ATTEMPT POSSESSION OF CONTROLLED SUBSTANCE (GM). COURT ORDERED, in addition to the \$25.00 Administrative Assessment fee, Deft. SENTENCED to Clark County Detention Center (CCDC) for FOUR (4) MONTHS with 27 DAYS credit for time served. BOND, if any, EXONERATED. CASE CLOSED.

### Parties Present

### Return to Register of Actions

1 **ORDR**

2 MONTE BRIAN REASON  
3 C/O Nevada Services  
4 2545 S. Bruce Street, Suite B  
Las Vegas, NV 89169  
(702) 263-7325

5 **DISTRICT COURT**  
6 **CLARK COUNTY, NEVADA**

7  
8 In the Matter of the Petition of )  
9 )  
10 )

11 MONTE BRIAN REASON )  
12 )  
13 )

14 Social Security #: xxx-xx-2976 )  
15 )  
16 )

17 **For an Order to Seal Records** )  
18 )  
19 )

Case No.:

Dept. No.:

20 **ORDER TO SEAL RECORDS**

21 Pursuant to the Petition of Monte Brian Reason, Petitioner In Propria Persona: Steven B.  
22 Wolfson, the District Attorney for Clark County, Nevada, having stipulated below, and the Court  
23 finding that the statutory requirements of NRS 179.245 and/or 179.255 are satisfied, and good  
24 cause appearing, therefore:

25 **IT IS HEREBY ORDERED** that the following records of arrest be sealed:

Date of Arrest:	August 3, 2011
Arresting Agency:	Las Vegas Metropolitan Police Department
Charge:	Possession Of A Dangerous Weapon
Case Number:	11F13740X
Final Disposition:	<b>Denied by the District Attorney.</b>

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1 Date of Arrest: June 24, 2009  
2 Arresting Agency: Las Vegas Metropolitan Police Department  
3 Charge: Failure To Appear on charge of Petit Larceny  
4 Case Number: 08M41440X  
5 Final Disposition: **Pled guilty. \$250.00 fine imposed.**

6 Date of Arrest: March 4, 2009  
7 Arresting Agency: Las Vegas Metropolitan Police Department  
8 Charge: Battery Domestic Violence/No Prior Conviction  
9 Case Number: 09F04462X  
10 Final Disposition: **Pled guilty to amended charge of misdemeanor  
11 Battery. Sentenced to time served.**

12 Date of Arrest: March 4, 2009  
13 Arresting Agency: Las Vegas Metropolitan Police Department  
14 Charge: Malicious Destruction Of Property  
15 Case Number: 09F04462X  
16 Final Disposition: **Dismissed.**

17 Date of Arrest: January 26, 2009  
18 Arresting Agency: Las Vegas Metropolitan Police Department  
19 Charge: Unlawful Use/Possession of Drug Paraphernalia  
20 Case Number: 09M03913X  
21 Final Disposition: **Denied by the District Attorney.**

22 Date of Arrest: November 24, 2008 (citation)  
23 Arresting Agency: Las Vegas Metropolitan Police Department  
24 Charge: Petit Larceny  
25 Case Number: 08M41440X (Same case as previously identified)  
26 Final Disposition: **Pled guilty. \$250.00 fine imposed.**

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Date of Arrest: March 2, 2007  
Arresting Agency: Las Vegas Metropolitan Police Department  
Charge: Possession Of Controlled Substance  
Case Number: C231669  
Final Disposition: **Pled guilty to amended gross misdemeanor charge of Attempt Possession Of Controlled Substance. Sentenced to four months in Clark County Detention Center.**

Date of Arrest: October 13, 2005  
Arresting Agency: Las Vegas Metropolitan Police Department  
Charge: Failure To Appear on charge of Petit Larceny  
Case Number: 04M29539X  
Final Disposition: **Pled guilty. Sentenced to counseling.**

Date of Arrest: December 10, 2004 (citation)  
Arresting Agency: Las Vegas Metropolitan Police Department  
Charge: Petit Larceny  
Case Number: 04M29539X  
Final Disposition: **Pled guilty. Sentenced to counseling.**

Date of Arrest: June 14, 2006  
Arresting Agency: Las Vegas Metropolitan Police Department  
Charge: Contempt Of Court  
Case Number: 04M29539X  
Final Disposition: **Dismissed.**

Date of Arrest: June 12, 2006  
Arresting Agency: Las Vegas Metropolitan Police Department  
Charge: Failure To Appear on charge of Petit Larceny  
Case Number: 04M29539X  
Final Disposition: **Dismissed.**

Date of Arrest: June 9, 1991  
Arresting Agency: Las Vegas Metropolitan Police Department  
Charge: Cultivating Controlled Substance  
Case Number: C102682  
Final Disposition: **Pled guilty to amended gross misdemeanor charge on Conspiracy to Possess A Controlled Substance. Sentenced to two years probation.**

///

///

///

1 A copy of this Order shall be sent by Petitioner to each public or private agency,  
2 Company or official of the State of Nevada, including but not limited to:  
3

4 Las Vegas Metropolitan Police Department  
5 400 S. Martin Luther King Blvd., Bldg. C  
6 Las Vegas, NV 89106

7 Justice Court, Las Vegas Township  
8 200 Lewis Avenue  
9 Las Vegas, NV 89155

10 Steven B. Wolfson  
11 Clark County District Attorney  
12 200 Lewis Avenue  
13 Las Vegas, NV 89155

14 Nevada Department of Public Safety  
15 Division of Parole & Probation  
16 1445 Old Hot Springs Road  
17 Carson City, NV 89705

18 Nevada Department of Public Safety  
19 Records & Technology  
20 333 W. Nye Lane  
21 Carson City, NV 89706

22 Federal Bureau of Investigation  
23 CJIS Division  
24 1000 Custer Hollow Road  
25 Clarksburg, WV 26306

26 as named in the Petition, and such organization or individual shall seal the records in its custody  
27 which relate to the matters contained in this Order, shall advise the Court of its compliance and  
28 shall then seal the Order.

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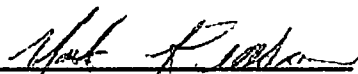
///

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1 All proceedings recounted in the sealed records are deemed never to have occurred,  
2 and the person to whom this Order pertains may properly answer accordingly to any inquiry  
3 relating to an application for employment, concerning the sealed arrest, conviction, dismissal or  
4 acquittal and the events and proceedings relating to the arrest, conviction, dismissal or acquittal.

5  
6 **DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2014

7  
8  
9 DISTRICT COURT JUDGE

10  
11   
12 **Monte Brian Reason**  
13 **Petitioner In Propria Persona**

14  
15 The District Attorney has reviewed the applicable criminal history and agrees that  
16 the record is statutorily eligible for sealing. The Petition and Order have not been reviewed for  
17 completeness or accuracy. The decision to order the sealing of a record remains solely within  
18 the discretion of the Court. See NRS 179, et seq.

19  
20 **STEVEN B. WOLFSON #1565**  
21 **CLARK COUNTY DISTRICT ATTORNEY**

22 **By:** \_\_\_\_\_

23 **Bar Number:** \_\_\_\_\_

24 ///

25 ///

26 ///

27 ///

28 ///

# **Exhibit “2”**



RIVERSIDE COUNTY DCSS - MAIN OFFICE  
2041 IOWA AVE  
RIVERSIDE CA 92507-2414



09/04/2014

MONTE B REASON  
304 ORLAND ST APT 39  
LAS VEGAS NV 89107-1656

SSN: XXX-XX-2976  
Participant ID #:  
0650000303007

Statewide Past Due Amount:\*  
15041.95

## CHILD SUPPORT WARNING NOTICE

Our records show you are past due in paying child, family, or spousal support. **Without notifying you again during the next 12 months, we will use any collection method authorized under state or federal law, including, but not limited to, those methods listed below to collect all past due payments.**

- Take your Federal and State Tax refunds
- Take any other Federal payment owed to you
- Take any lottery winnings or other money owed to you by the State
- Attach and seize money or assets held by your financial institution
- Take a portion of any money owed to you as an independent contractor
- Take a portion of any Disability or Unemployment benefits
- Take a portion of any personal injury settlement or workers' compensation benefit payments

In addition to seizing these funds the following may also occur:

- Any State issued licenses including drivers licenses and professional licenses may be suspended or not renewed
- US Secretary of State may not issue you a passport or may revoke or restrict a current passport

You may avoid or reverse these actions by paying all past due amounts to the address below:

CALIFORNIA STATE DISBURSEMENT UNIT  
PO BOX 989067, WEST SACRAMENTO CA 95798-9067

## RIGHT TO ADMINISTRATIVE REVIEW

If you want an administrative review, you must contact the local child support agency listed on page 2 of this notice within 90 days after you get this notice. The ombudsperson will explain your rights and how you can have your case reviewed and how to obtain a state hearing or a review in superior court.

If your support order was not issued in California, you have the right to ask the state that issued the order to review your federal income tax refund offset. This is allowed by Title 45, Code of Federal Regulations section 303.72(g). If you ask them to, the local child support agency listed on page 2 will contact that state within 10 days after you ask for a review. You will be notified of the time and place of your administrative review by the state that issued the order.

**A Child Support Warning Notice will be sent to you every 12 months as long as you owe past due support.  
PLEASE KEEP THIS NOTICE FOR YOUR RECORDS**

\*May not include accrued interest. Please contact the LCSA at the contact address listed on page 2 for an updated balance.



RIVERSIDE COUNTY DCSS - MAIN OFFICE  
2041 IOWA AVE  
RIVERSIDE CA 92507-2414



09/04/2014

MONTE B REASON  
304 ORLAND ST APT 39  
LAS VEGAS NV 89107-1656

SSN: XXX-XX-2976  
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0650000303007

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- Take any other Federal payment owed to you
- Take any lottery winnings or other money owed to you by the State
- Attach and seize money or assets held by your financial institution
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PLEASE KEEP THIS NOTICE FOR YOUR RECORDS**

\*May not include accrued interest. Please contact the LCSA at the contact address listed on page 2 for an updated balance.



**STATE OF MONTANA  
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
CHILD SUPPORT ENFORCEMENT DIVISION**

17 WEST GALENA  
BUTTE MT 59701-1705  
(406)497-6613

To view recent payments credited to you, visit our website at <https://app.mt.gov/csed>  
or call the Voice Response Unit at (406) 444-9855 and select option 1.  
**Make on-line payments at <http://app.mt.gov/csp>**

**CHILD SUPPORT STATEMENT FOR MONTH ENDING 12/31/2013**

Case Number	Account Type	Beginning Balance	Payment Applied	Adjustments (+/-)	JAN Obligation**	Ending Balance	Case Total
134333	CHILD SUPT	89,891.79			619.00	90,510.79	90,510.79

\*\*Includes any newly assessed fees and fines.

**TOTAL DEBT**

**\$ 90,510.79**

**Children:** SARAH  
MONTE  
DYLAN

**This statement reflects payments received 12/01/2013 through 12/31/2013.**

Please note that all children named in your support order(s) are listed here.  
The CSED may not be collecting current support for all of them.

**\$ 0.00 AMOUNT TO BE REPORTED TO CREDIT BUREAU** unless arrears are reduced before JAN 31. This amount may not be the same as total debt since only delinquent amounts will be reported.

If you disagree with the amount to be reported, contact the CSED to obtain an informal administrative review. If you disagree with the amount already reported, contact the credit reporting agency and request a reinvestigation. If you disagree with the results of the reinvestigation, contact the CSED to request an administrative hearing.

**RETURNED CHECKS:** Returned checks will be turned over to a private collection agency for collection.

**INTEREST:** The CSED does not routinely calculate or collect interest on child support debts. MCA 25-9-205 provides that interest is payable on judgments in Montana at the rate of 10% per year. The party to whom past due support is owed, or his/her agent, retains a right to collect interest on that debt through any legal remedies available under the law.



**CARY COLT PAYNE, CHTD.**

Attorney at Law

700 S. Eighth Street • Las Vegas, Nevada 89101

(702) 383-9010 • Fax (702) 383-9049

***EXHIBIT PAGE INTENTIONALLY LEFT BLANK***

**EXHIBIT "A"**

# THE CHRISTIAN FAMILY TRUST

Dated October 11, 2016

Prepared by:



2520 St. Rose Parkway, Suite 319  
Henderson, Nevada 89074

[www.gmdlegal.com](http://www.gmdlegal.com)

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# **Trust Agreement**

## **OF THE**

## **CHRISTIAN FAMILY TRUST**

**THIS DECLARATION OF TRUST AGREEMENT** is made on October 11, 2016, by **RAYMOND T. CHRISTIAN**, also known as **RAYMOND T. CHRISTIAN, SR.**, and **NANCY I. CHRISTIAN**, Husband and Wife (hereinafter referred to as the "Trustors" or "Grantors" when reference is made to them in their capacity as creators of this Trust and the transferors of the principal properties thereof) and **ROSEMARY K. CHRISTIAN-KEACH**, **RAYMOND T. CHRISTIAN, JR.**, and **SUSAN G. CHRISTIAN-PAYNE**, of Clark County, Nevada (hereinafter referred to as the "Trustees," or collectively as the "Trustee," when reference is made to them in their capacity as Trustees or fiduciaries hereunder);

**Witnesseth:**

**WHEREAS**, the Trustors desire by this Trust Agreement to establish the "CHRISTIAN FAMILY TRUST" for the use and purposes hereinafter set forth, to make provisions for the care and management of certain of their present properties and for the ultimate distribution of the Trust properties;

**NOW, THEREFORE**, all property subject to this Trust Agreement shall constitute the Trust estate and shall be held for the purpose of protecting and preserving it, collecting the income therefrom, and making distributions of the principal and income thereof as hereinafter provided.

Additional property may be added to the Trust estate, at any time and from time to time, by the Trustors or any person or persons, by inter vivos act or testamentary transfer, or by insurance contract or Trust designation.

The property comprising the original Trust estate, during the joint lives of the Trustors, shall retain its character as their community property or separate property, as designated on the document of transfer or conveyance. Property subsequently received by the Trustees during the joint lives of the Trustors shall have the separate or community character designated on the document of transfer or conveyance.

## **ARTICLE 1**

### **NAME AND BENEFICIARIES OF THE TRUST**

1.1 **Name.** The Trusts created in this instrument may be referred to collectively as the "CHRISTIAN FAMILY TRUST" and any separate Trust may be referred to by adding the name of the beneficiary.

1.2 **Beneficiaries.** The Trust estate created hereby shall be for the use and benefit of RAYMOND T. CHRISTIAN and NANCY I. CHRISTIAN, and for the other beneficiaries named herein. The names of the four (4) now living children from the Trustors' marriage are ROSEMARY K. CHRISTIAN-KEACH, RAYMOND T. CHRISTIAN, JR., TOMMY L. CHRISTIAN and SUSAN G. CHRISTIAN-PAYNE. The name of the one (1) now living child of RAYMOND T. CHRISTIAN from a previous marriage is CHRISTOPHER A. CHRISTIAN. The name of the one (1) now living child of NANCY I. CHRISTIAN from a previous marriage is MONTE B. REASON.

## **ARTICLE 2**

### **DISTRIBUTION OF INCOME AND PRINCIPAL**

#### **WHILE BOTH TRUSTORS SHALL LIVE**

2.1 **Distributions While Both Trustors Live.** During the joint lifetimes of RAYMOND T. CHRISTIAN and NANCY I. CHRISTIAN, they shall be entitled to all income and principal of their community property without limitation. With regard to the separate property of either RAYMOND T. CHRISTIAN or NANCY I. CHRISTIAN, either Trustor shall be entitled to all income and principal of his or her own separate property estate without limitation.



2.2 Use of Residence. While Trustors both shall live, they may possess and use, without rental or accounting to Trustees, any residence owned by this Trust.

### ARTICLE 3

#### INCAPACITY

3.1 Incapacity of Trustors. If at any time a Trustor has become physically or mentally incapacitated, as certified in writing by a licensed physician, psychologist, or psychiatrist, and whether or not a court of competent jurisdiction has declared such Trustor incompetent, mentally ill, or in need of a guardian or conservator, the other Co-Trustee or the Successor Trustee (hereinafter "Trustee") shall pay to the incapacitated Trustor or apply for his or her benefit or for the benefit of those who are dependent upon him or her, first from the community estate and then from the incapacitated Trustor's separate estate, the amounts of net income and principal necessary, in the Trustee's discretion, for the proper health, support and maintenance of the Trustor and his or her family members who are dependent upon him or her, in accordance with their accustomed manner of living at the date of this instrument, until the incapacitated Trustor, either in the Trustee's discretion or as certified by a licensed physician, psychologist, or psychiatrist, is again able to manage his or her own affairs or until his or her death. This shall include, but not be limited to, distribution of income and principal to retain personal aides, homemakers, bill payers, or other persons who may assist the Trustor in activities of daily living and otherwise enable the Trustor to continue to reside in his or her home for as long as it is feasible to do so, taking into account safety and financial considerations. In exercising such discretion, the Trustee shall consider the duty and ability of anyone else to support the Trustor and his or her family and shall also consider all other funds known to the Trustee to be available from other sources for such purposes.

The Trustors direct that the Trustee maintain the Trustors in the same custom and style to which the Trustors have been accustomed during their lifetimes. It is the Trustors' express desire to remain in their home for the remainder of their lifetimes and not be placed in a nursing home or retirement care facility. The Trustors direct that the Trustee

shall utilize income and principal from this Trust as may be necessary, including amounts necessary for required nursing and other care, so as to maintain the Trustors in their home, unless in the opinion of the incapacitated Trustor's attending physician, together with the opinion of a second independent or consulting physician, residence in a nursing home would be required for such Trustor's physical well being.

All undistributed income shall be accumulated and added to the Trust principal annually. In addition, it is Trustors' desire that, in the event of a Trustor's incapacity or in the event a Trustor is unable to remain in the primary residence, the Trustee hereunder shall continue to maintain the Trustors' primary residence and shall continue to pay for all taxes, insurance, fees, and encumbrances on such residence for as long as it is owned by this Trust.

**3.2 Reliance on Writing.** Anyone dealing with this Trust may rely on the physicians', psychologists' or psychiatrists' or any combination thereof, written statements regarding the Trustor's incapacity, or a photocopy of the statements, presented to them by the Co-Trustee or the Successor Trustee. A third party relying on such written statements shall not incur any liability to any beneficiary for any dealings with the Co-Trustee or the Successor Trustee in reliance upon such written statements. This provision is inserted in this Trust Agreement to encourage third parties to deal with Co-Trustee or Successor Trustee without the need for court proceedings.

## **ARTICLE 4**

### **DISTRIBUTION OF INCOME AND PRINCIPAL**

#### **UPON THE DEATH OF A TRUSTOR**

**4.1 Decedent and Survivor Defined.** Reference to the "Decedent" shall refer to either of the Trustors whose death shall first occur and reference to the "Survivor" shall refer to the surviving Trustor.

**4.2 Payment of Debts.** After the death of the Decedent, the Trustee may, in the Trustee's sole discretion, pay from the income and/or principal of the Decedent's

separate property and Decedent's one-half of the community property, which is a part of this Trust estate, the administrative expenses, the expenses of the last illness and funeral of the Decedent and any debt owed by the Decedent.

**4.3 Survivor's Trust.** Any remaining property, both income and principal of this Trust estate shall be retained in the Survivor's Trust for the benefit of the Survivor and the Trustee shall hold, manage, invest and reinvest the Survivor's Trust and shall collect the income therefrom and dispose of the net income and principal as follows:

- (a) During the lifetime of the Survivor, the Trustee, in the Trustee's sole discretion, may pay to the Survivor all of the net income of the Trust estate, as the Trustee may determine necessary, in the Trustee's sole discretion, for the health, education, support and maintenance of the Survivor.
- (b) If, in the opinion of the Trustee, the income from all sources of which Trustee has knowledge shall not be sufficient for the health, education, support and maintenance of the Survivor, the Trustee is authorized to use and may expend such part of the Trust principal as may be necessary to meet such needs.

**4.4 Use of Residence.** Until the Survivor's death, the Trustee shall allow the Survivor to occupy and use any residence used by either or both Trustors as a residence at the time of the Decedent's death. The Trustee shall, at the direction of the Survivor, sell any such residence, and if the Survivor so directs, use the proceeds therefrom to purchase or build another residence for the Survivor. The Survivor shall not be required to pay rent or account for the use of any residence.

## **ARTICLE 5**

### **DISTRIBUTION OF HOUSEHOLD AND PERSONAL EFFECTS AFTER DEATH OF EITHER OR BOTH TRUSTORS**

**5.1 Distribution of Personal Property.** After the death of either Trustor, the Trustee shall distribute all tangible personal property of the deceased Trustor, including but not limited to, furniture, furnishings, rugs, pictures, books, silver-plate, linen, china, glassware, objects of art, wearing apparel, jewelry, and ornaments, in accordance with

any written statement or list that the Trustor leaves disposing of this property. Any such statement or list then in existence shall be determinative with respect to all bequests made therein. Any property not included on said list shall be distributed as follows:

- (a) To the surviving Trustor, if he or she survives the Decedent.
- (b) Upon the death of RAYMOND T. CHRISTIAN, SR., the Trustee shall first distribute the Trustors' Gold Watch, to LEE M. KEACH, the Trustors' son-in-law, if he is then living, outright and free of Trust. If LEE M. KEACH is not then living, this bequest shall lapse.
- (c) The Trustee shall distribute any remaining household and personal effects, which are not distributed by a written statement or list or any lapsed bequest from above, equally to ROSEMARY K. CHRISTIAN-KEACH, RAYMOND T. CHRISTIAN, JR. and SUSAN G. CHRISTIAN-PAYNE, as they shall select.
- (d) The individuals referred to above in Section 5.1(c) may also share any such household and personal effects with TOMMY L. CHRISTIAN, CHRISTOPHER A. CHRISTIAN, or MONTE B. REASON, as they may see fit. Any household and personal effects which they do not select shall be added to the Trust created in Article 6 below.

## **ARTICLE 6**

### **DISTRIBUTION OF INCOME AND PRINCIPAL**

#### **AFTER DEATH OF BOTH TRUSTORS**

**6.1 Specific Bequest.** Upon the death of both Trustors, the Trustee shall first sell the Trustors' primary residence located at 1060 Dancing Vines, Ave., Las Vegas, Nevada, and the proceeds from the sale of such home shall be distributed as follows:

- (a) ROSEMARY K. CHRISTIAN-KEACH, if she is then living, shall receive Twenty Percent (20%) of this Trust share, outright and free of Trust. If ROSEMARY K. CHRISTIAN-KEACH is not then living, this Trust share shall be proportionately added to the Trust shares of the then surviving beneficiaries who are named in this Section 6.1.
- (b) RAYMOND T. CHRISTIAN, JR., if he is then living, shall receive Twenty Percent (20%) of this Trust share, outright and free of Trust.

If RAYMOND T. CHRISTIAN, JR. is not then living, this Trust share shall be proportionately added to the Trust shares of the then surviving beneficiaries who are named in this Section 6.1.

- (c) TOMMY L. CHRISTIAN, if he is then living, shall receive Twenty Percent (20%) of this Trust share, outright and free of Trust. If TOMMY L. CHRISTIAN is not then living, this Trust share shall be proportionately added to the Trust shares of the then surviving beneficiaries who are named in this Section 6.1.
- (d) SUSAN G. CHRISTIAN-PAYNE, if she is then living, shall receive Twenty Percent (20%) of this Trust share, outright and free of Trust. If SUSAN G. CHRISTIAN-PAYNE is not then living, this Trust share shall be proportionately added to the Trust shares of the then surviving beneficiaries who are named in this Section 6.1.
- (e) CHRISTOPHER A. CHRISTIAN, if he is then living, shall receive Ten Percent (10%) of this Trust share, outright and free of Trust. If CHRISTOPHER A. CHRISTIAN is not then living, this Trust share shall be proportionately added to the Trust shares of the then surviving beneficiaries who are named in this Section 6.1.
- (f) MONTE B. REASON, if he is then living, shall receive Ten Percent (10%) of this Trust share, and this Trust share shall be held, in Trust and distributed to him in the sole discretion of SUSAN G. CHRISTIAN-PAYNE for his health, education, maintenance and support. If MONTE B. REASON is not then living, this Trust share shall be proportionately added to the Trust shares of the then surviving beneficiaries who are named in this Section 6.1.
- (g) Notwithstanding anything to the contrary hereinabove, any amounts to be distributed to TOMMY L. CHRISTIAN, CHRISTOPHER A. CHRISTIAN, or MONTE B. REASON in Sections 6.1(c), (e) and (f) above, are to be held, in Trust, for and distributed to them, respectively, for their health, education, maintenance and support, in the sole and unfettered discretion of the Successor Trustees. Moreover, in the event the home referred to in this Section 6.1 was sold prior to the Survivor's death, then an amount equal to the net proceeds from such earlier sale shall be set aside to be held and distributed pursuant to the above terms of this Section 6.1.

**6.2 Distribution of the Remaining Trust Estate.** Any remaining property, both income and principal of this Trust estate, shall be distributed as follows:

- (a) ROSEMARY K. CHRISTIAN-KEACH, if she is then living, shall receive one-third (1/3) of the remaining Trust estate, outright and

free of Trust. If ROSEMARY K. CHRISTIAN-KEACH is not then living, this Trust share shall be distributed equally among the then living spouse and children of ROSEMARY K. CHRISTIAN-KEACH, outright and free of Trust.

- (b) RAYMOND T. CHRISTIAN, JR., if he is then living, shall receive one-third (1/3) of the remaining Trust estate, outright and free of Trust. If RAYMOND T. CHRISTIAN, JR. is not then living, this Trust share shall be distributed to the issue of RAYMOND T. CHRISTIAN, JR., *per stirpes*, to be administered and distributed as set forth in Section 6.2(d) below.
- (c) SUSAN G. CHRISTIAN-PAYNE, if she is then living, shall receive one-third (1/3) of the remaining Trust estate, outright and free of Trust. If SUSAN G. CHRISTIAN-PAYNE is not then living, this Trust share shall be distributed to the issue of SUSAN G. CHRISTIAN-PAYNE, *per stirpes*, to be administered and distributed as set forth in Section 6.2(d) below.
- (d) For each beneficiary hereunder who shall be under the age of Twenty-five (25) years at the time such beneficiary becomes entitled to a share of the Trust estate pursuant to Sections 6.2(a), 6.2(b) and 6.2(c) above, each such beneficiary's Trust share shall not be distributed outright to such beneficiary, but rather, shall be retained in trust, and shall be distributed as follows:
  - (1) If any beneficiary is then over the age of Twenty-five (25) years, his or her share shall be distributed to him or her outright and free of Trust.
  - (2) For each beneficiary who is then under the age of Twenty-five (25) years, his or her Trust share shall be retained in a separate trust and, until the beneficiary attains the age of Twenty-five (25) years, the net income and principal from such beneficiary's Trust share shall be distributed to or for the benefit of the beneficiary as the Trustee deems necessary, in the Trustee's discretion, for the beneficiary's health, education, maintenance and support. Any excess income that is not distributed for these purposes shall be accumulated and added to principal.
  - (3) Upon the beneficiary attaining the age of Twenty-five (25) years, the entire remaining balance of the beneficiary's Trust share shall be distributed to such beneficiary, outright and free of Trust.

- (4) If prior to full distribution a beneficiary becomes deceased, his or her remaining Trust share shall be distributed to the issue of such deceased beneficiary, by right of representation, in accordance with the same terms and conditions as set forth in this Section 6.2(d). In the event a beneficiary becomes deceased and has no then living issue, his or her Trust share shall be distributed equally among the other Trust shares set forth in Sections 6.2(a), 6.2(b) and 6.2(c) above; provided, however, that if any such distributee is under the age of Twenty-five (25) years, the share of such distributee shall, instead of being distributed outright, be retained in Trust, to be distributed according to the terms and conditions as provided for in this Section 6.2(d).
- (e) Notwithstanding anything to the contrary, it is the Trustors' desire that the three (3) Children of the Trustors, and/or the issue of the children of the Trustors, as the case may be, who are referred to above in this Section 6.2, would use a portion of the Trust estate to care for TOMMY L. CHRISTIAN and CHRISTOPHER A. CHRISTIAN, as they see fit and in their sole discretion, without any requirement to do so. This language of this subsection (e) is merely ment as a precatory, non-binding declaration.

**6.3 Generation Skipping Trusts.** If the special generation skipping transfer tax exemption election provided by Section 2652(a)(3) of the Internal Revenue Code (Code) is exercised as to any property held in this Trust or if this Trust is receiving property from any other Trust to which the special election has been made, the Trustees are authorized, at any time in the exercise of absolute discretion, to set apart such property in a separate trust so that its inclusion ratio, as defined in Section 2642(a) of the Code is or remains zero. If such Trust(s) is (are) created, then any estate or death taxes shall be first charged against and paid out of the principal of the Trust(s) as to which the special election provided by Section 2652(a)(3) is not applicable.

**6.4 Last Resort.** In the event that the principal of the Trust administered under this Article 6 is not disposed of under the foregoing provisions, the remainder, if any, shall be distributed, outright and free of Trust, to the heirs at law of RAYMOND T. CHRISTIAN, their identities and shares to be determined according to the laws of the State of Nevada then in effect relating to the intestate succession of separate property.

## **ARTICLE 7**

### **TRUSTEE'S DISCRETION ON DISTRIBUTION TO**

#### **PRIMARY BENEFICIARIES**

**7.1 Delay of Distribution.** Notwithstanding the distribution provisions of Article 6, the following powers and directions are given to the Trustee:

- (a) If, upon any of the dates described in Article 6, the Trustee for any reason described below determines, in the Trustee's sole discretion, that it would not be in the best interest of the beneficiary that a distribution take place, then in the event the said distribution shall be totally or partially postponed until the reason for the postponement has been eliminated. During the period of postponement, the Trustee shall have the absolute discretion to distribute income or principal to the beneficiary as the Trustee deems advisable for the beneficiary's welfare.
- (b) If said causes for delayed distribution are never removed, then the Trust share of that beneficiary shall continue until the death of the beneficiary and then be distributed as provided in this Trust Instrument. The causes of such delay in the distribution shall be limited to any of the following:
  - (1) The current involvement of the beneficiary in a divorce proceeding or a bankruptcy or other insolvency proceedings.
  - (2) The existence of a large judgment against the beneficiary.
  - (3) Chemical abuse or dependency.
  - (4) The existence of any event that would deprive the beneficiary of complete freedom to expend the distribution from the Trust estate according to his or her own desires.
  - (5) In the event that a beneficiary is not residing in the United State of America at any given time, then the Trustee may decline to transmit to him or her any part or all of the income and shall not be required to transmit to him or her any of the principal if, in the Trustee's sole and uncontrolled judgment, the political and/or economic conditions of such place or residence of the beneficiary are such that it is likely the money would not reach him or her, or upon reaching him or her, would be unduly taxed, seized, confiscated, appropriated, or in any way taken from him or her in such a



manner as to prevent his or her use and enjoyment of the same.

- (6) The judicially declared incompetency of the beneficiary.
- (c) The Trustee shall not be responsible unless the Trustee has knowledge of the happening of any event set forth above.
- (d) To safeguard the rights of the beneficiary, if any distribution from his or her Trust share has been delayed for more than one (1) year, he or she may apply to the District Court in Las Vegas, Nevada, for a judicial determination as to whether the Trustee has reasonably adhered to the standards set forth herein. The Trustee shall not have any liability in the event the Court determines the Trustee made a good faith attempt to reasonably follow the standards set forth above

**7.2 Power to Establish a Special Needs Trust and to Amend or Reform the Trust.** If an individual beneficiary of this Trust has applied for or is receiving government assistance that is based on financial eligibility requirements or if the Trustee reasonably anticipates that a beneficiary may need and qualify for such government assistance in the foreseeable future, the Trustee may in its sole, absolute and uncontrolled discretion withhold the Trust property otherwise distributable to such beneficiary and establish a third-party created and funded discretionary non-support spendthrift special needs trust or; if that is not possible or practicable, establish by court order a first-party (*i.e.* a self-settled) discretionary non-support spendthrift special needs trust (such as a self-settled special needs trust permitted under 42 U.S.C. section 1396p(d)(4)(A) or 42 U.S.C. section 1396p(d)(4)(C)). The Trustee shall then fund the special needs trust with the property that would otherwise be distributed to the beneficiary. In establishing a special needs trust, the Trustee may select a trustee and successor trustees (other than the beneficiary or the beneficiary's spouse), establish accounting requirements and shall include all provisions determined to be reasonable and necessary by the Trustee, after consultation with a qualified attorney.

It is the Trustors' intent that any special needs trust established pursuant to this provisions be drafted and administered so as to provide the maximum benefit to the beneficiary and that the assets of the special needs trust not be available to the beneficiary for determining the beneficiary's income or assets under rules by which any

government agency determines eligibility for need-based services or financial services (such as SSI and Medicaid). To the extent required by law, the special needs trust shall be for the sole benefit of the beneficiary during his or her lifetime. To the extent not prohibited by law, distributions from the special needs trust shall be made in the sole, absolute and uncontrolled discretion of the special needs trustee to or for the benefit of the beneficiary. In making such distributions, the special needs trustee shall consider the effect such distributions may have on the beneficiary's said government assistance benefits. The special needs trust (or joinder agreement as concerns a special needs trust established pursuant to 42 U.S.C. section 1396p(d)(4)(C)) shall provide (to the extent possible) that upon the beneficiary's death and after all proper reimbursements and payment of expenses have been made (to the extent such reimbursements and payments are required by law), the special needs trustee shall distribute the remaining trust property, if any, in the manner provided for herein as if the special needs beneficiary had predeceased the Trustors. The Trustee shall neither possess nor exercise its authority hereunder in a manner that would impair or prevent a beneficiary's unexercised right of withdrawal that has not yet lapsed or prevent an existing bequest from qualifying for the marital or charitable deduction, or would impair the status or qualification of a trust that holds shares of stock in a Subchapter S corporation, or would prevent a trust from qualifying as a look through trust with a designated beneficiary (or beneficiaries).

After the death of the Trustors, the Trustee may obtain an order from a court of competent jurisdiction to amend or reform any trust (or any trust created or to be created) under this Agreement to the minimum extent necessary to comply with the Trustors' intent and to comply with applicable federal and state laws or regulations, including those pertaining to special needs trusts. The Trustee's authority hereunder is to be exercised only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest, except as an incidental consequence of the discharge of fiduciary duties, and in no event shall any amendment or reformation increase the class of beneficiaries. No Trustee (or court) shall have the power to amend or reform this Agreement in a manner that would thwart the Trustors' intent, impair or prevent a beneficiary's unexercised right of withdrawal that has not yet lapsed, or prevent an

existing bequest from qualifying for the marital or charitable deduction or would impair the status or qualification of a trust that holds shares of stock in a Subchapter S corporation or would prevent a trust from qualifying as a look through trust with a designated beneficiary (or beneficiaries). In no event shall this power of amendment or reformation be construed or exercised in a manner so as to bestow upon the Trustee a general power of appointment (as that term is defined under the Internal Revenue Code).

## **ARTICLE 8**

### **PROVISIONS RELATING TO TRUSTEESHIP**

**8.1 Successor Trustee.** In the event of the death or incapacity of any current Trustee, the remaining Trustees shall act as Co-Trustees or sole Trustee, as the case may be. In determining the incapacity of any Trustee serving hereunder, the guidelines set forth in Section 3.1 may be followed.

If no Successor Trustee is designated to act in the event of the death, incapacity or resignation of the Trustee then acting, or no Successor Trustee accepts the office, the Trustee then acting may appoint a Successor Trustee. If no such appointment is made, the majority of the adult beneficiaries entitled to distribution from this trust may appoint a Successor Trustee.

**8.2 Liability of Successor Trustee.** No Successor Trustee shall be liable for the acts, omissions, or default of a prior Trustee. Unless requested in writing within sixty (60) days of appointment by an adult beneficiary of the Trust, no Successor Trustee shall have any duty to audit or investigate the accounts or administration of any such Trustee, and may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the Trust.

**8.3 Acceptance by Trustee.** A Trustee shall become Trustee or Co-Trustee jointly with any remaining or surviving Co-Trustees, and assume the duties thereof, immediately upon delivery of written acceptance to Trustors, during their lifetimes and thereafter to any Trustee hereunder, or to any beneficiary hereunder, if for any reason there shall be no Trustee then serving, without the necessity of any other act, conveyance or transfer.

**8.4 Delegation by Trustee.** Any individual Co-Trustee shall have the right at any time, by an instrument in writing delivered to the other Co-Trustee, to delegate to such other Co-Trustee any and all of the Trustee's powers and discretion.

**8.5 Resignation of Trustee.** Any Trustee at any time serving hereunder may resign as Trustee by delivering to Trustors, during their lifetimes and thereafter to any Trustee hereunder, or to any beneficiary hereunder if for any reason there shall be no Trustee then serving hereunder, an instrument in writing signed by the resigning Trustee.

**8.6 Corporate Trustee.** During the Trust periods, if any, that a corporate Trustee acts as Co-Trustee with an individual, the corporate Trustee shall have the unrestricted right to the custody of all securities, funds, and other property of the Trusts and it shall make all payments and distributions provided hereunder.

**8.7 Majority.** Subject to any limitations stated elsewhere in this Trust Agreement, all decisions affecting any of the Trust estate shall be made in the following manner: While three or more Trustees, whether corporate or individual, are in office, the determination of a majority shall be binding. If only two individual Trustees are in office, they must act unanimously.

**8.8 Bond.** No bond shall ever be required of any Trustee hereunder.

**8.9 Expenses and Fees.** The Successor Trustee shall be reimbursed for all actual expenses incurred in the administration of any Trust created herein. The Successor Trustee shall be entitled to reasonable compensation for service rendered to the Trust. In no event, however, shall the fees exceed those fees that would have been

charged by state or federal banks in the jurisdiction in which the Trust is being governed.

## **ARTICLE 9**

### **PROVISIONS RELATING TO TRUSTORS' POWERS**

**9.1 Power to Amend.** During the joint lifetime of Trustors, this Trust Agreement may be amended in whole or in part by an instrument in writing, signed by both Trustors, and delivered to the Trustee. In the event that either Trustor should become deceased or incapacitated, as defined herein, the Trust may not be amended. Upon the death of both Trustors, this Trust Agreement shall not be amended.

**9.2 Power to Revoke.** During the joint lifetime of Trustors, the Trustors may revoke, in whole or in part, this Trust Agreement by an instrument in writing, signed by both Trustors, and delivered to the Trustee. In the event that either Trustor should become incapacitated or deceased, the Trust may not be revoked by the surviving Trustor. Upon the death of both Trustors, this Trust Agreement shall not be revoked.

**9.3 Power to Change Trustee.** During the joint lifetime of the Trustors, Trustors may change the Trustee or Successor Trustee of this Trust by an instrument in writing, signed by both Trustors, and delivered to the Trustee. In the event that either Trustor should become incapacitated, the other Trustor shall retain the power to change the Trustee or Successor Trustee of this Trust by an instrument in writing, signed by such Trustor and delivered to the Trustee. After the death of the first Trustor to die, the surviving Trustor shall have the power to change the Trustee or Successor Trustee of the Trust by an instrument in writing signed by the surviving Trustor and delivered to the Trustee.

**9.4 Additions to Trust.** Any additional property acceptable to the Trustee may be transferred to this Trust. The property shall be subject to the terms of this Trust.

**9.5 Special Gifts.** If either Trustor becomes legally incompetent, or if in the Trustee's judgment reasonable doubt exists regarding capacity, the Trustee is

authorized in such Trustee's sole discretion to continue any gift program which such Trustor had previously commenced, to make use of the federal gift tax annual exclusion, including consenting to gifts by the other Trustor. Such gifts may be made outright or in Trust.

## **ARTICLE 10**

### **PROVISIONS RELATING TO TRUSTEES' POWERS**

**10.1 Management of Trust Property.** With respect to the Trust property, except as otherwise specifically provided in this Trust, the Trustee shall have all powers now or hereafter conferred upon trustees by applicable state law, and also those powers appropriate to the orderly and effective administration of the Trust. Any expenditure involved in the exercise of the Trustees' powers shall be borne by the Trust estate. Such powers shall include, but not be limited to, the following powers with respect to the assets in the Trust estate:

- (a) With respect to real property: to sell and to buy real property; to mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by this Trust (including, but not limited to any real property, the Trustee may hereafter acquire or receive and the Trustor's personal residence) to lease, sublease, release; to eject, remove and relieve tenants or other persons from, and recover possession of by all lawful means; to accept real property as a gift or as security for a loan; to collect, sue for, receive and receipt for rents and profits and to conserve, invest or utilize any and all of such rents, profits and receipts for management and conservation, to pay, compromise, or to contest tax assessments and to apply for refunds in connection therewith; to employ laborers; to subdivide, develop, dedicate to public use without consideration, and/or dedicate easements over; to maintain, protect, repair, preserve, insure, build upon, demolish, alter or improve all or any part thereof; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real property from a lien.
- (b) To register any securities or other property held hereunder in the names of Trustees or in the name of a nominee, with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity, and to hold in bearer form any

securities or other property held hereunder so that title thereto will pass by delivery, but the books and records of Trustees shall show that all such investments are part of their respective funds.

- (c) To hold, manage, invest and account for the separate trusts in one or more consolidated funds, in whole or in part, as they may determine. As to each consolidated fund, the division into the various shares comprising such fund need be made only upon Trustees' books of account.
- (d) To lease Trust property for terms within or beyond the term of the Trust and for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling and unitization agreements.
- (e) To borrow money, mortgage, pledge or lease trust assets for whatever period of time Trustee shall determine, even beyond the expected term of the respective Trust.
- (f) To hold and retain any property, real or personal, in the form in which the same may be at the time of the receipt thereof, as long as in the exercise of their discretion it may be advisable so to do, notwithstanding same may not be of a character authorized by law for investment of trust funds.
- (g) To invest and reinvest in their absolute discretion, and they shall not be restricted in their choice of investments to such investments as are permissible for fiduciaries under any present or future applicable law, notwithstanding that the same may constitute an interest in a partnership.
- (h) To advance funds to any of the Trusts for any Trust purpose. The interest rate imposed for such advances shall not exceed the current rates.
- (i) To institute, compromise, and defend any actions and proceedings.
- (j) To vote, in person or by proxy, at corporate meetings any shares of stock in any Trust created herein, and to participate in or consent to any voting Trust, reorganization, dissolution, liquidation, merger, or other action affecting any such shares of stock or any corporation which has issued such shares of stock.
- (k) To partition, allot, and distribute, in undivided interest or in kind, or partly in money and partly in kind, and to sell such property as the Trustees may deem necessary to make division or partial or final distribution of any of the Trusts.

- (l) To determine what is principal or income of the Trusts and apportion and allocate receipts and expenses as between these accounts.
- (m) To make payments hereunder directly to any beneficiary under disability, to the guardian of his or her person or estate, to any other person deemed suitable by the Trustees, or by direct payment of such beneficiary's expenses.
- (n) To employ agents, attorneys, brokers, and other employees, individual or corporate, and to pay them reasonable compensation, which shall be deemed part of the expenses of the Trusts and powers hereunder.
- (o) To accept additions of property to the Trusts, whether made by the Trustors, a member of the Trustors' family, by any beneficiaries hereunder, or by any one interested in such beneficiaries.
- (p) To hold on deposit or to deposit any funds of any Trust created herein, whether part of the original Trust fund or received thereafter, in one or more savings and loan associations, bank or other financing institution and in such form of account, whether or not interest bearing, as Trustees may determine, without regard to the amount of any such deposit or to whether or not it would otherwise by a suitable investment for funds of a trust.
- (q) To open and maintain safety deposit boxes in the name of this Trust.
- (r) To make distributions to any Trust or beneficiary hereunder in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property so distributed. The Trustors request but do not direct, that the Trustees make distributions in a manner which will result in maximizing the aggregate increase in income tax basis of assets of the estate on account of federal and state estate, inheritance and succession taxes attributable to appreciation of such assets.
- (s) The powers enumerated in NRS 163.265 to NRS 163.410, inclusive, are hereby incorporated herein to the extent they do not conflict with any other provisions of this instrument.



- (t) The enumeration of certain powers of the Trustees shall not limit their general powers, subject always to the discharge of their fiduciary obligations, and being vested with and having all the rights, powers and privileges which an absolute owner of the same property would have.
- (u) The Trustees shall have the power to invest Trust assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such exchanges, buy and sell listed securities options, individually and in combination employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of accounts in which such option transactions will be effected.
- (v) The power to guaranty loans made for the benefit of, in whole or in part, any Trustor or Beneficiary or any entity in which any Trustor or Beneficiary has a direct or indirect interest.
- (w) In regard to the operation of any closely held business of the Trust, the Trustees shall have the following powers:
  - (1) The power to retain and continue the business engaged in by the Trust or to recapitalize, liquidate or sell the same.
  - (2) The power to direct, control, supervise, manage, or participate in the operation of the business and to determine the manner and degree of the fiduciary's active participation in the management of the business and to that end to delegate all or any part of the power to supervise, manage or operate the business to such person or persons as the fiduciary may select, including any individual who may be a beneficiary or Trustee hereunder.
  - (3) The power to engage, compensate and discharge, or as a stockholder owning the stock of the Corporation, to vote for the engagement, compensation and discharge of such managers, employees, agents, attorneys, accountants, consultants or other representatives, including anyone who may be a beneficiary or Trustee hereunder.

- (4) The power to become or continue to be an officer, director or employee of a Corporation and to be paid reasonable compensation from such Corporation as such officer, director and employee, in addition to any compensation otherwise allowed by law.
- (5) The power to invest or employ in such business such other assets of the Trust estate.

**10.2 Power to Appoint Agent.** The Trustee is authorized to employ attorneys, accountants, investment managers, specialists, and such other agents as the Trustee shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the Trust, and to delegate to said investment manager the discretionary power to acquire and dispose of assets of the Trust. The Trustee may charge the compensation of such attorneys, accountants, investment managers, specialists, and other agents against the Trust, including any other related expenses.

**10.3 Broad Power of Distribution.** After the death of both Trustors, upon any division or partial or final distribution of the Trust estate, the Successor Trustee shall have the power to partition, allot and distribute the Trust estate in undivided interest or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee, in the Trustee's discretion, considers necessary to make such division or distribution. In making any division or partial or final distribution of the Trust estate, the Trustee shall be under no obligation to make pro rata division or to distribute the same assets to beneficiaries similarly situated. Rather, the Trustee may, in the Trustee's discretion, make non pro rata divisions between Trusts or shares and non pro rata distributions to beneficiaries as long as the respective assets allocated to separate trusts or shares or the distributions to beneficiaries have equivalent or proportionate fair market value. The income tax basis of assets allocated or distributed non pro rata need not be equivalent and may vary to a greater or lesser amount, as determined by the Trustee, in his or her discretion, and no adjustment need be made to compensate for any difference in basis.

**10.4 Power to Hold Title in the Name of One Trustee Only.** With regard to the separate property of one Trustor, that Trustor may, at his or her option, be the sole Trustee with regard to title to that property. Upon the death or incapacity of the Trustee in whose name title to that property is held, the Successor Trustee shall assume management of the property.

**10.5 Apply for Government Assistance.** The Trustee shall have the power to deal with governmental agencies. To make applications for, receive and administer any of the following benefits, if applicable: Social Security, Medicare, Medicaid, Supplemental Security Income, In-Home Support Services, and any other government resources and community support services available to the elderly.

**10.6 Catastrophic Health Care Planning.** The Trustee shall have the power to explore and implement planning strategies and options and to plan and accomplish asset preservation in the event a Trustor needs long-term health care and nursing care. Such planning shall include, but is not necessarily limited to, the power and authority to: (1) make home improvements and additions to the Trustors' family residence; (2) pay off, partly or in full, the encumbrance, if any, on the Trustors' family residence; (3) purchase a family residence, if the Trustors do not own one; (4) purchase a more expensive family residence; (5) transfer the family residence to the Trustor-spouse who does not need long-term medical, health, or nursing care; (6) divide community property assets equally between the Trustors; or (7) make gifts of assets for estate planning purposes to the beneficiaries and in the proportions set forth in Article 6.

**10.7 Power of Co-Trustee to Act Alone.** As long as Trustors are also Co-Trustees, either one of the Co-Trustees may act alone with reference to any powers of the Trustee just as if he or she was the sole Trustee. Any person dealing with one of the Trustees shall not have the right to insist on the other Co-Trustee joining in on any transaction.

## **ARTICLE 11**

### **PROTECTION OF AND ACCOUNTING BY TRUSTEES**

11.1 **Protection.** Trustees shall not be liable for any loss or injury to the property at any time held by them hereunder, except only such as may result from their fraud, willful misconduct, or gross negligence. Every election, determination, or other exercise by Trustees of any discretion vested, either expressly or by implication, in them, pursuant to this Trust Agreement, whether made upon a question actually raised or implied in their acts and proceedings, shall be conclusive and binding upon all parties in interest.

11.2 **Accounting.** Upon the written request delivered or mailed to the Trustees by an income beneficiary hereunder, the Trustees shall render a written statement of the financial status of the Trust. Such statement shall include the receipts and disbursements of the Trust for the period requested or for the period transpired since the last statement and the principal of the Trust at the end of such period. Statements need not be rendered more frequently than annually.

## **ARTICLE 12**

### **EXONERATION OF PERSONS DEALING WITH THE TRUSTEES**

No person dealing with the Trustees shall be obliged to see to the application of any property paid or delivered to them or to inquire into the expediency or propriety of any transaction or the authority of the Trustees to enter into and consummate the same upon such terms as they may deem advisable.

## **ARTICLE 13**

### **HIPAA RELEASE**

If any person's authority under the instrument is dependent upon any determination that a Trustor is unable to properly manage his or her affairs or a determination of his or her incapacity, then any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health-care

provider, any insurance company, and any health-care clearinghouse that has provided treatment or services to such Trustor or is otherwise requested by a Trustor's nominated Successor Trustee to determine his or her incapacity, and any other person or entity in possession of any of the Trustor's "protected health information," as contemplated by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC 1320d and 45 CFR 160-164, is hereby authorized and directed to disclose the Trustor's protected health information to the nominated Successor Trustee to the extent necessary, and only to the extent necessary, in order for the nominated Successor Trustee to determine whether an event of incapacity has occurred pursuant to Article 3 hereinabove. This release of authority applies even if that person has not yet been appointed as Successor Trustee. Any limitation on protected health information to be disclosed hereunder shall have no effect upon any rights to such information any other party may have under any other instrument granting access to such information.

## **ARTICLE 14**

### **GENERAL PROVISIONS**

**14.1 Controlling Law.** This Trust Agreement is executed under the laws of the State of Nevada and shall in all respects be administered by the laws of the State of Nevada; provided, however, the Trustees shall have the discretion, exercisable at any later time and from time to time, to administer any trust created hereunder pursuant to the laws of any jurisdiction in which the Trustees, or any of them, may be domiciled, by executing a written instrument acknowledged before a notary public to that effect, and delivered to the then income beneficiaries. If the Trustees exercise the discretion, as above provided, this Trust Agreement shall be administered from that time forth by the laws of the other state or jurisdiction.

**14.2 Spendthrift Provision.** No interest in the principal or income of any trust created under this Trust Instrument shall be anticipated, assigned, encumbered or subjected to creditors' claims or legal process before actual receipt by a beneficiary. This provision shall not apply to a Trustor's interest in the Trust estate. The income and principal of this Trust shall be paid over to the beneficiary at the time and in the manner

provided by the terms of this Trust, and not upon any written or oral order, nor upon any assignment or transfer by the beneficiary, nor by operation of law.

**14.3 Perpetuities Savings Clause.** Notwithstanding anything to the contrary contained in this Trust agreement, the Trusts created herein, unless earlier terminated according to the terms of this Trust agreement, shall all terminate one (1) day less than three hundred and sixty-five (365) years after the execution date of this Trust. Upon such termination each Trust shall forthwith be distributed to the Beneficiaries of such Trust; provided however, that if no Beneficiary is then living, such property shall be distributed to those persons so designated in said Trust, as therein provided. Notwithstanding the foregoing, in the event any Trust created hereunder should be controlled and governed by the laws of any state which state has modified or repealed the common law Rule Against Perpetuities, then such modified Rule Against Perpetuities shall apply to such Trust, and if the Rule Against Perpetuities shall have been repealed by the law of the governing state, then termination of any Trusts hereunder pursuant to the common law Rule Against Perpetuities shall not apply to any Trust which is, as a result, not subject to any such Rule Against Perpetuities, and all other references throughout this Trust Agreement to termination of any Trust hereunder pursuant to any applicable Rule Against Perpetuities shall not be applicable to such Trust or Trusts.

**14.4 No-Contest Provision.** The Trustors specifically desire that this Trust Agreement and these Trusts created herein be administered and distributed without litigation or dispute of any kind. If any beneficiary of these trusts or any other person, whether stranger, relative, or heir, or any legatee or devisee under the Last Will and Testament of either of the Trustors or the successors-in-interest of any such persons, including the Trustors' estates under the intestate laws of the State of Nevada or any other state lawfully or indirectly, singly or in conjunction with another person, seek or establish to assert any claim or claims to the assets of these Trusts established herein, or attach, oppose or seek to set aside the administration and distribution of the Trusts, or to invalidate, impair or set aside its provisions, or to have the same or any part thereof declared null and void or diminished, or to defeat or change any part of the

provisions of the Trusts established herein, then in any and all of the above-mentioned cases and events, such person or persons shall receive One Dollar (\$1.00), and no more, in lieu or any interest in the assets of the trusts or interest in income or principal.

**14.5 Provision for Others.** The Trustors have, except as otherwise expressly provided in this Trust Agreement, intentionally and with full knowledge declined to provide for any and all of their heirs or other persons who may claim an interest in their respective estates or in these Trusts.

**14.6 Severability.** In the event any clause, provision or provisions of this Trust Agreement prove to be or be adjudged invalid or void for any reason, then such invalid or void clause, provision or provisions shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as legally possible.

**14.7 Distribution of Small Trust.** If the Trustee, in the Trustee's absolute discretion, determines that the amount held in Trust is not large enough to be administered in Trust on an economical basis, then the Trustee may distribute the Trust assets free of Trust to those persons then entitled to receive the same

**14.8 Headings.** The various clause headings used herein are for convenience of reference only and constitute no part of this Trust Agreement.

**14.9 More Than One Original.** This Trust Agreement may be executed in any number of copies and each shall constitute an original of one and the same instrument.

**14.10 Interpretation.** Whenever it shall be necessary to interpret this Trust, the masculine, feminine and neuter personal pronouns shall be construed interchangeably, and the singular shall include the plural and the singular.

**14.11 Definitions.** The following words are defined as follows:

- (a) **"Principal" and "Income".** Except as otherwise specifically provided in this Trust Agreement, the determination of all matters with respect to what is principal and income of the Trust estate and the apportionment and allocation of receipts and expenses thereon

shall be governed by the provisions of Nevada's Revised Uniform Principal and Income Act, as it may be amended from time to time and so long as such Act does not conflict with any provision of this instrument. Notwithstanding such Act, no allowance for depreciation shall be charged against income or net income payable to any beneficiary.

- (b) **"Education"**. Whenever provision is made in this Trust Indenture for payment for the "education" of a beneficiary, the term "education" shall be construed to include technical or trade schooling, college or postgraduate study, so long as pursued to advantage by the beneficiary at an institution of the beneficiary's choice and in determining payments to be made for such college or post-graduate education, the Trustees shall take into consideration the beneficiary's related living and traveling expenses to the extent that they are reasonable.
- (c) **"Child, Children, Descendants or Issue"**. As used in this instrument, the term "descendants" or "issue" of a person means all of that person's lineal descendants of all generations. The terms "child, children, descendants or issue" include adopted persons, but do not include a step-child or step-grandchild, unless that person is entitled to inherit as a legally adopted person.
- (d) **"Tangible Personal Property"**. As used in this instrument, the term "tangible personal property" shall not include money, evidences of indebtedness, documents of title, securities and property used in a trade or business.

EXECUTED in Clark County, Nevada, on October 11, 2016.

TRUSTORS:

  
RAYMOND T. CHRISTIAN

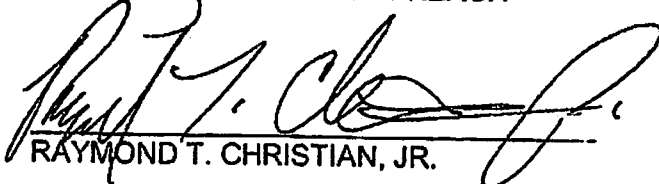
  
NANCY I. CHRISTIAN

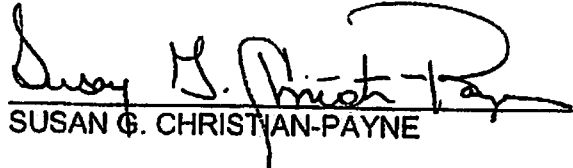


ACCEPTANCE BY TRUSTEES

We certify that we have read the foregoing Declaration of Trust and understand the terms and conditions upon which the Trust estate is to be held, managed, and disposed of by us as Trustees. We accept the Declaration of Trust in all particulars and acknowledge receipt of the Trust property.

  
ROSEMARY K. CHRISTIAN-KEACH

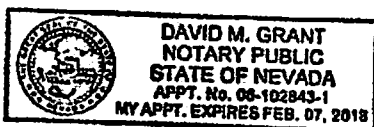
  
RAYMOND T. CHRISTIAN, JR.

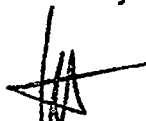
  
SUSAN G. CHRISTIAN-PAYNE

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF CLARK     )

On October 11, 2016, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared RAYMOND T. CHRISTIAN and NANCY I. CHRISTIAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument, the persons or the entity upon behalf of which the persons acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this document first above written.

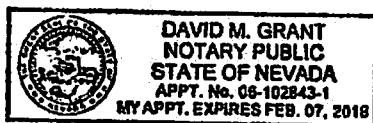


  
\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA       )  
                                  )ss.  
COUNTY OF CLARK     )

On October 11, 2016, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared ROSEMARY K. CHRISTIAN-KEACH, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.



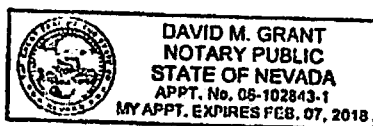
A handwritten signature in black ink, appearing to be "DMG", written over a horizontal line.

NOTARY PUBLIC

STATE OF NEVADA       )  
                                  )ss.  
COUNTY OF CLARK     )

On October 11, 2016, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared RAYMOND T. CHRISTIAN, JR., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.



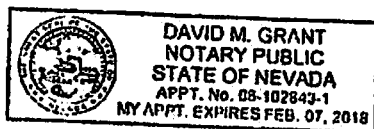
A handwritten signature in black ink, appearing to be "DMG", written over a horizontal line.

NOTARY PUBLIC

STATE OF NEVADA       )  
                                  )ss.  
COUNTY OF CLARK     )

On October 11, 2016, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared SUSAN G. CHRISTIAN-PAYNE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.



A handwritten signature in black ink, consisting of a stylized 'D' and 'G' followed by a horizontal line.

\_\_\_\_\_  
NOTARY PUBLIC



**CARY COLT PAYNE, CHTD.**

Attorney at Law

700 S. Eighth Street • Las Vegas, Nevada 89101

(702) 383-9010 • Fax (702) 383-9049

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**EXHIBIT "B"**

## Closing Disclosure

## Closing Information

Date Issued 2/8/2017  
 Closing Date  
 Disbursement Date  
 Settlement Agent Equity Title of Nevada  
 File # 17840030-084-TGR  
 Property 1060 Dancing Vines Avenue  
 Las Vegas, NV 89183  
 Sale Price \$210,000.00

## Transaction Information

Borrower Deborah Coulter and Paul Hirsch  
 1060 Dancing Vines Avenue  
 Las Vegas, NV 89183  
 Seller \*\*See Attachment

## Summaries of Transactions

## SELLER'S TRANSACTION

Due to Seller at Closing \$210,511.59  
 01 Sale Price of Property \$210,000.00  
 02 Sale Price of Any Personal Property Included in Sale

## Adjustments for Items Paid by Seller in Advance

04 City/Town Taxes to  
 05 County Taxes 2/10/17 to 7/1/17 \$382.08  
 06 Assessments 2/10/17 to 3/1/17 \$15.62  
 07 Sewer 2/10/17 to 7/6/17 \$90.04  
 08 Trash 2/10/17 to 4/1/17 \$23.85

Due from Seller at Closing \$15,807.00

01 Excess Deposit  
 02 Closing Costs Paid at Closing (I) \$15,503.40  
 03 Existing Loan(s) Assumed or Taken Subject to  
 04 Payoff of First Mortgage Loan  
 05 Payoff of Second Mortgage Loan

06 Seller Credit  
 07 Title Insurance Premium Adjustment \$303.60

## Adjustments for Items Unpaid by Seller

08 City/Town Taxes to  
 09 County Taxes to  
 10 Assessments to

## CALCULATION

Total Due to Seller at Closing \$210,511.59  
 Total Due from Seller at Closing -\$15,807.00  
 Cash ☐ From ☒ To Seller \$194,704.59

## Contact Information

## REAL ESTATE BROKER (B)

Name Black & Cherry Real Estate  
 Address 2421W, Horizon Ridge PKWY Suite 110  
 Henderson NV 89052  
 NV License ID  
 Contact Mark Hillers  
 Contact NV License ID  
 Email thehillers@gmail.com  
 Phone (702) 480-4454

## REAL ESTATE BROKER (S)

Name Real Estate By Design  
 Address 1180 Town Center Drive Suite 100  
 Las Vegas NV 89144  
 NV License ID  
 Contact Jackie Akester  
 Contact NV License ID  
 Email jackie@rebdlv.com  
 Phone (702) 945-2728

## SETTLEMENT AGENT

Name Equity Title of Nevada  
 Address 2475 Village View Dr. Suite 250  
 Henderson NV 89074  
 NV License ID  
 Contact Taci Granlund  
 Contact NV License ID  
 Email TeamTLT@equitynv.com  
 Phone (702) 432-1111

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at [www.consumerfinance.gov/mortgage-closing](http://www.consumerfinance.gov/mortgage-closing)

CCP-009

## Closing Cost Details

Loan Costs		At Closing	Seller-Paid Before Closing
<b>A. Origination Charges</b>			
01	% of Loan Amount (Points)		\$0.00
02			
03			
04			
05			
06			
<b>B. Services Borrower Did Not Shop For</b>			
01			\$0.00
02			
03			
04			
05			
06			
07			
08			
<b>C. Services Borrower Did Shop For</b>			
01	Escrow Fee to Equity Title of Nevada	\$480.00	
02	Notary Signing Fee	\$355.00	
03		\$125.00	
04			
05			
06			
07			
08			
09			
10			
<b>Other Costs</b>			
<b>E. Taxes and Other Government Fees</b>			
01	Recording Fees Deed: Mortgage:	\$1,071.00	
02	County Transfer Tax to Equity Title of Nevada	\$1,071.00	
<b>F. Prepays</b>			
01	Homeowner's Insurance Premium (mo.)	\$0.00	
02	Mortgage Insurance Premium (mo.)		
03	Prepaid Interest (per day from to)		
04	Property Taxes (mo.)		
<b>G. Initial Escrow Payment at Closing</b>			
01	Homeowner's Insurance per month for mo.	\$0.00	
02	Mortgage Insurance per month for mo.		
03	Property Taxes per month for mo.		
04	Aggregate Adjustment		
05			
06			
07			
08			
<b>H. Other</b>			
01	HOA Dues to Silverado South Homeowners Association	\$13,952.40	
02	Real Estate Commission to Real Estate By Design	\$60.00	
03	Real Estate Commission to Black & Cherry Real Estate	\$6,300.00	
04	Reimburse Agent to Real Estate By Design	\$6,300.00	
05	Title - ALTA 2013 Homeowner's Policy or Title Insurance (Rev 12-2-13) to Equity Title of Nevada	\$330.00	
06	Transfer Fee to First Service Residential Realty	\$737.40	
07		\$225.00	
08			
09			
10			
<b>J. TOTAL CLOSING COSTS</b>		\$15,503.40	

CCP-010

## Equity Title of Nevada

2475 Village View Dr., Suite 250 Henderson, NV 89074

Phone: (702) 432-1111

File No./Escrow No.: 17840030-084-TGR

Print Date &amp; Time: 2/8/2017 - 12:47:19PM

Officer/Escrow Officer: Taci Granlund

Settlement Location: 2475 Village View Dr., Suite 250, Henderson, NV 89074

Property Address: 1060 Dancing Vines Avenue, Las Vegas, NV 89183, 177-27-611-254

Seller: Rosemary K. Christian-Keach, Raymond T. Christian, Jr. and Susan G. Christian-Payne, Trustees of the Christian

Lender: American Financial Network

Settlement Date: 2/10/2017

Disbursement Date:

Description	Seller	
	Debit	Credit
<b>Financial</b>		
Sale Price of Property		210,000.00
<b>Prorations/Adjustments</b>		
County Taxes 02/10/17 to 07/01/17		382.08
Assessments 02/10/17 to 03/01/17		15.62
Sewer 02/10/17 to 07/06/17		90.04
Trash 02/10/17 to 04/01/17		23.85
Title Insurance Premium Adjustment	303.60	
<b>Other Loan Charges</b>		
Notary Signing Fee	125.00	
<b>Title Charges &amp; Escrow/Settlement Charges</b>		
ALTA 2013 Homeowner's Policy or Title Insurance (Rev 12-2-13) to Equity Title of Nevada	737.40	
Escrow Fee to Equity Title of Nevada	355.00	
<b>Commission</b>		
Real Estate Commission to Real Estate By Design	6,300.00	
Real Estate Commission to Black & Cherry Real Estate	6,300.00	
<b>Government Recording and Transfer Charges</b>		



Description	Debit	Credit
County Transfer Tax to Equity Title of Nevada	1,071.00	
Miscellaneous		
HOA Dues to Silverado South Homeowners Association	60.00	
Reimburse Agent to Real Estate By Design	330.00	
Transfer Fee to First Service Residential Realty	225.00	
Subtotals	15,807.00	210,511.59
Proceeds Due Seller	194,704.59	
Totals	210,511.59	210,511.59

#### Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Equity Title of Nevada to cause the funds to be disbursed in accordance with this statement.

The Christian Family Trust, dated October 11, 2016

Rosemary K. Christian-Keach, Trustee

The Christian Family Trust, dated October 11, 2016

Raymond T. Christian, Jr., Trustee

The Christian Family Trust, dated October 11, 2016

Susan G. Christian-Payne, Trustee

Tad Granlund





**CARY COLT PAYNE, CHTD.**

Attorney at Law

700 S. Eighth Street • Las Vegas, Nevada 89101  
(702) 383-9010 • Fax (702) 383-9049

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**EXHIBIT “C”**

RECORDING REQUESTED BY and  
when recorded, mail to:  
The Rushforth Firm, Ltd.  
P. O. Box 371655  
Las Vegas, NV 89137-1655

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## **CERTIFICATE OF INCUMBENCY**

### ***AFFIDAVIT OF INCUMBENT TRUSTEE OF THE CHRISTIAN FAMILY TRUST***

MONTE REASON, under penalties of perjury, does hereby certify and says that:

1. On October 11, 2016, **NANCY CHRISTIAN**, also known as **NANCY I. CHRISTIAN**, established, along with her late husband, **RAYMOND T. CHRISTIAN**, also known as **RAYMOND T. CHRISTIAN, SR.**, a revocable Trust entitled the "**CHRISTIAN FAMILY TRUST**" (the "Trust").
2. Under the terms of said Trust, **ROSEMARY K. CHRISTIAN-KEACH**, **RAYMOND T. CHRISTIAN, JR.**, and **SUSAN G. CHRISTIAN-PAYNE**, were designated as co-Trustees. However, the surviving Trustor, **NANCY CHRISTIAN** retains the power to remove any or all trustees and appoint a replacement trustee, which she has done.
3. Section 9.3 of the Trust, titled "Power to Change Trustee" provides for the following:  
  
*During the joint lifetime of the Trustors, Trustors may change the Trustee or Successor Trustee of this Trust by an instrument in writing, signed by both Trustors, and delivered to the Trustee. In the event that either Trustor should become incapacitated, the other Trustor shall retain the power to change the Trustee of Successor Trustee of this Trust by an instrument in writing, signed by such Trustor and delivered to the Trustee. After the death of the first Trustor to die, the surviving Trustor shall have the power to change the Trustee or Successor Trustee of the Trust by an instrument in writing signed by the surviving Trustor and delivered to the Trustee.*
4. In accordance with the right afforded to her under Section 9.3 of the Trust, **NANCY CHRISTIAN** executed a "Modification and Designation of Trustee and Successor Trustee" on June 12, 2017 in which she expressly removed the then serving co-trustees

**ROSEMARY K. CHRISTIAN-KEACH, RAYMOND T. CHRISTIAN, JR., and SUSANG G. CHRISTIAN-PAYNE.** In their place, **NANCY CHRISTIAN** designated **MONTE BRIAN REASON** to serve as trustee of the Trust.

5. Therefore, pursuant to the terms of the Trust, **MONTE BRIAN REASON** is the designated Trustee. By signing this certificate, **MONTE BRIAN REASON** agrees to serve as Trustee, accept the duties and responsibilities thereof, and agrees to be bound by the terms of the Trust.
6. The Trustee has, among other powers, the power to sell, exchange, lease, and otherwise engage in transactions involving Trust assets as the Trustees deem appropriate. The Trustee has the power to make all types of investments without limitation.
7. For purposes of the federal Health Insurance Portability and Accountability Act of 1996 and related regulations (42 USC § 1320d and 45 CFR §§ 160-164) ("HIPAA"), the undersigned does hereby designate appoint each co-trustee (if any) and each successor Trustee designated in accordance with the terms hereof (even prior to serving in that office) as his or her "personal representative", with full authority to receive private, privileged, protected, or personal health information related to the Trustee or co-trustee's health and/or incapacity and to divulge such information as necessary to accomplish the purposes of the Trust. The undersigned acknowledges that any Trustee or co-Trustee who fails to authorize the release of private, privileged, protected, or personal health information related to the Trustee or co-trustee's health and/or incapacity upon the request of a co-trustee or of a successor Trustee or co-trustee) or who fails to divulge such information as necessary to accomplish the purposes of the Trust shall cease to be the Trustee or a co-trustee.
8. The trust instrument provides that no person dealing with the Trust is obligated to inquire as to the powers of the Trustees or to inquire as to how the Trustees apply any funds delivered to the Trustees.

DATED JUN 21 2017.

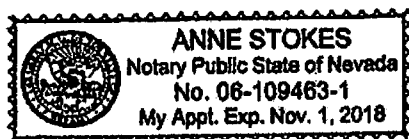
*Monte Reason*  
MONTE BRIAN REASON

STATE OF NEVADA

COUNTY OF CLARK

}  
}  
}  
ss.

This instrument was acknowledged before me on JUN 21 2017, by MONTE BRIAN REASON.



*[Signature]*  
NOTARY PUBLIC

**RECORDING REQUESTED BY:**

Anthony L. Barney, Ltd.  
3317 W. Charleston Blvd, Suite B  
Las Vegas, NV 89102

**Mail recorded declaration to:**

Nancy Christian, Trustor of the Christian Family Trust  
dated October 11, 2016  
304 Orland St., #39  
Las Vegas, NV 89107

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MODIFICATION AND DESIGNATION OF TRUSTEE AND  
SUCCESSOR TRUSTEE**

**LET IT BE KNOWN THAT:**

I, Nancy Christian, Trustor of the Christian Family Trust dated October 11, 2016 (hereinafter "Trustor"), do hereby certify, designate, and declare as follows:

1. I am the Trustor of the Christian Family Trust dated October 11, 2016 ("Trust") as stated in Declaration of the Trust Agreement.

2. Pursuant to Section 9.3 of the Trust, the Trustor has the power to change the Trustee or Successor Trustee of the Trust by an instrument in writing signed by the surviving Trustor and delivered to the Trustee.

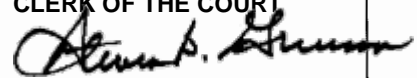
3. I hereby revoke all of my prior designations of Trustees of the Trust that were created, filed, recorded and/or executed prior to this date in whatever form they may exist (e.g. written, oral, by affidavit, by declaration or otherwise).

4. In accordance with Section 9.3 of the Trust, I now hereby designate the following individual(s) to serve as current Trustee and/or Successor Trustee of the Trust in the following order:

- 1) MONTE BRIAN REASON; otherwise,
- 2) WELLS FARGO BANK.

5. MONTE BRIAN REASON, as designated Trustee shall be empowered to act pursuant to the Trust provisions and, if appropriate, filing with the Recorder of each county in which Trust real property is located a Certificate of Incumbency or similar instrument thereto. The Certificate of Incumbency shall contain a statement setting forth





1 ANTHONY L. BARNEY, ESQ.  
NV State Bar No. 8366  
2 TIFFANY S. BARNEY, ESQ.  
NV State Bar No. 9754  
3 ZACHARY D. HOLYOAK, ESQ.  
NV State Bar No. 14217  
4 **ANTHONY L. BARNEY, LTD.**  
5 3317 W. Charleston Boulevard, Suite B  
6 Las Vegas, NV 89102-1835  
Telephone: (702) 438-7878  
7 Facsimile: (702) 259-1116  
E-Mail: office@anthonybarney.com  
8 *Attorneys for Nancy Christian*

9 JOSEPH J. POWELL, ESQ.  
NV State Bar No. 8875  
10 **RUSHFORTH, LEE & KIEFER, LLP**  
11 1707 Village Center Circle, Suite 150  
12 Las Vegas, NV 89134  
Telephone: (702) 255-4552  
13 Facsimile: (702) 255-4677  
E-Mail: joey@rlklegal.com  
14 *Attorneys for Monte Reason, Trustee*

15 **EIGHTH JUDICIAL DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17  
18 In the Matter of the

Case Number: P-17-092512-T

19 THE CHRISTIAN FAMILY TRUST

Dept.: S

20 Dated October 11, 2016

21 **JOINT OBJECTION TO PETITION TO ASSUME JURISDICTION OF TRUST;**  
22 **CONFIRM TRUSTEES; INSTRUCTIONS, ETC.**

23 **AND**

24 **JOINT COUNTERPETITION TO ASSUME IN REM JURISDICTION OF THE TRUST,**  
25 **TO CONFIRM TRUSTEE, TO FIND BREACH OF FIDUCIARY DUTY,**  
26 **CONVERSION, AND FRAUD AGAINST FORMER TRUSTEES, TO INVALIDATE**  
27 **ALL TRANSFERS TO THE FORMER TRUSTEES AS THE PRODUCT OF UNDUE**  
28 **INFLUENCE, TO ORDER THE IMMEDIATE DELIVERY OF ALL TRUST ASSETS,**  
**AND TO IMPOSE A CONSTRUCTIVE TRUST**

1 Nancy Christian (“Nancy” or “Trustor”), by and through her attorneys at the law firm of  
2 Anthony L. Barney, Ltd., and Monte Reason, also known as Monte B. Reason and Monte Brian  
3 Reason, Trustee, by and through his attorney, Joseph J. Powell, Esq., of the law firm of  
4 Rushforth, Keifer & Lee, LLP, hereby file their above-referenced Joint Objection to Assume in  
5 Rem Jurisdiction of the Trust, to Appoint Trustee; Confirm Trustees; Instructions, Etc. and their  
6 Joint Petition to Assume in Rem Jurisdiction over the Trust, to Appoint Trustee, to find Breach  
7 of Fiduciary Duty, Conversion and Fraud Against Former Trustees, to Invalidate all Transfers to  
8 Former Trustees as the Product of Undue Influence, to Order the Immediate Delivery of all  
9 Trust Assets, and to Impose a Constructive Trust (“Objection and Counterpetition”) requesting  
10 relief from this Court. This Objection and Counterpetition is based upon the pleadings and  
11 papers on file herein, the memoranda of points and authorities, any exhibits filed herewith, the  
12 Verifications attached hereto, and any oral arguments presented at the time of the hearing.  
13  
14

15 **MEMORANDUM OF POINTS AND AUTHORITIES**  
16 **ON OBJECTION**

17 **I. Facts Presented:**

18 On or before October 2017, Nancy and her husband were being cared for by the Former  
19 Trustees after Nancy’s husband was released from the hospital in early 2016. Susan Christian-  
20 Payne (“Susan”), Raymond Christian, Jr. (“Raymond Jr.”), and Rosemary Keach (“Rosemary”)  
21 (collectively referred to as the “Former Trustees”), essentially forced their way back into Nancy  
22 and her husband’s life in 2016 after being estranged from Nancy and her husband, Raymond T.  
23 Christian (“Raymond Sr.”) for several years.<sup>1</sup> Susan and Raymond Jr. were abusive to both  
24  
25  
26  
27  
28

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<sup>1</sup> See Declaration of Jackie Utkin at page 2:18-20, attached hereto and incorporated herein as Exhibit A

1 Nancy and her husband and it is believed that they directly contributed to Raymond Sr.'s death.<sup>2</sup>  
2 Rosemary appears to have simply followed along with her siblings, Susan and Raymond Jr.

3 On or around October 2016, Nancy and her husband Raymond Sr. (collectively  
4 "Trustors") were bedridden and/or physically weak.<sup>3</sup> Nancy believes that sedatives were  
5 administered to her by the Former Trustees in her food because she slept all the time, while  
6 under the guard of the Former Trustees.<sup>4</sup> Despite the Trustors' health while in the care of the  
7 Former Trustees, the Christian Family Trust dated October 11, 2016 ("Trust") was drafted and  
8 executed. The Trustors first met with David Grant, Esq., the drafting attorney on or around  
9 October 6, 2016.<sup>5</sup> The Trustors received no drafts of the documents prepared by Mr. Grant prior  
10 to signing the document on October 11, 2016. The stated purpose of the Trust was to provide for  
11 the Trustors, maintain them or the Survivor of them in their trust-owned property and,  
12 additionally, after the death of one of them, the Trust was also to provide for the Survivor's  
13 health, education, maintenance and support.<sup>6</sup>

14  
15  
16  
17 Immediately after execution of the Trust, however, the Former Trustees started moving  
18 money from the Trustors' bank accounts, selling and buying properties, changing beneficiary  
19 designations to themselves on retirement accounts, and took lavish vacations to California with  
20 Trust funds to the exclusion of Nancy.<sup>7</sup> Their mistreatment of Nancy escalated.

21  
22 Before Nancy was thrown out of her home by the Former Trustees, Nancy was suffering  
23 from chest pains and she attempted to call 911. One of the Former Trustees snatched the phone  
24 out of her hand, yelled at Nancy, and gave Nancy a pill that made her sleep all day. Under the  
25

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26 <sup>2</sup> See Exhibit A generally.

27 <sup>3</sup> Id. at page 3:1-2

28 <sup>4</sup> Id. at page 4:9

<sup>5</sup> See check to Grant, Morris, Dodds dated October 6, 2016, attached hereto and incorporated herein as Exhibit B

<sup>6</sup> See Christian Family Trust submitted in camera as Exhibit C, at Articles 3.1 and 4.3.

<sup>7</sup> See Exhibit A at page 4:21-28 and page 5:1-6



1 guard of the Former Trustees, Nancy's prescription medication for diabetes, heart problems, and  
2 high blood pressure went unfilled for two months.<sup>8</sup>

3 In a drunken rage, the Former Trustees kicked Nancy out of the home located at 2848  
4 Bluff Point Drive, Las Vegas, NV 89134 ("Bluff Point Home") on Christmas Eve because  
5 Nancy, being diabetic, refused to eat the pasta ordered by the Former Trustees for her.<sup>9</sup>  
6 Raymond Sr., eventually persuaded the Former Trustees to let Nancy return to be with him.  
7 Nancy's nephew was present at the Bluff Point Home when he heard Raymond Jr. tell Nancy  
8 that he wished she was dead already and tell her to "just go and die."<sup>10</sup>

9  
10 Again, on January 16, 2017 the Former Trustees kicked Nancy out of the home because  
11 she requested oatmeal for breakfast instead of the unhealthy food the Former Trustees were  
12 forcing on her. While throwing Nancy and her belongings out of the home, Raymond Jr. told  
13 Nancy, "I hope I never see your face again! I hope you die and I will piss on your grave."  
14 Raymond Jr. continues to reside in the Bluff Point Home to the exclusion of Nancy and will not  
15 leave although he has been requested to do so.<sup>11</sup> Again, this is against the terms of the Trust.<sup>12</sup>

16  
17 Shortly before Raymond Sr.'s death on January 31, 2017, the Former Trustees guarded  
18 Nancy and Raymond in shifts and communication from outside friends and family was halted.<sup>13</sup>  
19 The Former Trustees fed Raymond Sr. food which is not recommended for a diabetic.<sup>14</sup> The  
20 Former Trustees attempted to prevent Nancy from ever seeing or speaking to Raymond Sr.  
21 again. However, on one occasion about a week prior to Raymond Sr.'s death, Nancy was able  
22 to speak to him by telephone because a hospice nurse allowed him to call her. During this  
23  
24  
25

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26 <sup>8</sup> Id. at page 4:1-5

27 <sup>9</sup> Id. at page 4:17-19

28 <sup>10</sup> See Page 2, paragraph 11 of Declaration of Ray Iokia attached hereto and incorporated herein as Exhibit D.

<sup>11</sup> See Exhibit A at page 7:12-13

<sup>12</sup> See Exhibit C, at Article 4.4.

<sup>13</sup> See Exhibit A at page 3:11-22

1 telephone call, Raymond Sr. expressed his fear of the Former Trustees and indicated that his  
2 bank account had been emptied. Nancy told Raymond Sr. to leave and move in with her to her  
3 condo, however Nancy could hear the Former Trustees enter the room and the phone was  
4 abruptly hung up. This telephone call was the last contact Nancy had with her husband before  
5 he passed away. The Former Trustees informed Nancy by text message that Raymond passed  
6 away and they did not include Nancy in any funeral arrangements for Raymond Sr.<sup>15</sup>

8 During his last few weeks of life, Raymond Sr. expressed to his sister serious concerns  
9 regarding the Former Trustees, including: his fear that the Former Trustees were “cheating” him  
10 and Nancy;<sup>16</sup> a specific instance when Susan took a large sum of money from Raymond Sr.  
11 without his permission;<sup>17</sup> and, his fear that the Former Trustees would harm Nancy, physically,  
12 emotionally, or financially and that he was unable to prevent such harm.<sup>18</sup> Raymond’s sister has  
13 expressed her concerns that the Former Trustees procured their beneficial interest in the Trust as  
14 well as their control of the Trust through manipulation and threats against Raymond Sr.<sup>19</sup> Finally,  
15 in what may have been Raymond, Sr.’s dying wish, he made his sister promise to try and  
16 prevent the abuse and exploitation of Nancy by the Former Trustees.<sup>20</sup> After Nancy recovered  
17 from the effects of the mental, physical, and emotional abuse she suffered at the hands of the  
18 Former Trustees, she retained the undersigned attorney to investigate the matter and work on a  
19 solution. The undersigned sought information from the Former Trustees, made requests for  
20 information pursuant to the terms of the Trust and also made requests for distributions from the  
21  
22  
23  
24

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25 <sup>14</sup> Id. at page 4:4-5

26 <sup>15</sup> Id. at page 4:24-25

27 <sup>16</sup> Id. at page 5:22-23

28 <sup>17</sup> Id. at page 5:24-25

<sup>18</sup> Id. at page 5:27-28

<sup>19</sup> Id. at page 6:1-2

<sup>20</sup> Id. at page 6:4-5

1 Trust for Nancy's physical and mental well-being. The Former Trustees refused to provide  
2 Nancy with any distributions from the Trust, which as they explained to Nancy was to increase  
3 their own beneficial interest at the death of Nancy.<sup>21</sup> Notably, the former Trustees did not offer  
4 to provide her even a penny of the trust funds.  
5

6 After being forced from the Trust owned property where she briefly lived with her  
7 husband before his death, Nancy currently lives in a 600-square foot condo which has a  
8 mortgage on it.<sup>22</sup> In contrast, one of the Former Trustees, Raymond, is currently living, rent-  
9 free, in the trust owned home which is nearly three (3) times as large as Nancy's condo, much  
10 newer and more comfortable than Nancy's condo, in a much safer area, and far more age  
11 friendly than Nancy's condo.<sup>23</sup> Nancy's current living situation is not the same custom and  
12 style to which the Trustors were accustomed during their joint lifetime. Nancy has monthly  
13 expenses beyond basic needs, including substantial medical expenses for her heart condition,  
14 diabetes, and high blood pressure. Furthermore, Nancy has been forced to hire an attorney to  
15 protect her from the malicious behavior of the Former Trustees.  
16  
17

18 Based in part on the Former Trustees' abusive treatment of Nancy, she chose to exercise  
19 her rights under the Trust to change Trustees. Article 9.3 of the Trust provides Nancy, the  
20 Survivor, the absolute power to change the Trustee of the Trust.<sup>24</sup> There is no limitation on this  
21 power and there is no language in the Trust which prevents the Survivor (Nancy) from changing  
22 the Trustee of the Trust, for any reason, or for no reason at all. Nancy considered her options  
23 with full knowledge of Monte Reason's past legal issues. Nancy was horrified at the thought of  
24  
25  
26

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27 <sup>21</sup> Id. at page 7:1-2

28 <sup>22</sup> See a picture of Nancy's condo attached hereto and incorporated herein as Exhibit E

<sup>23</sup> See pictures of the Trust owned home located on Bluffpoint Drive attached hereto and incorporated herein as Exhibit F

1 the Former Trustees continuing in their reign of terror over her and her property, which is the  
2 reason for which she exercised her right to change the Trustee of the Trust.

3 Nancy's attorney drafted the Modification and Designation of Trustee and Successor  
4 Trustee in accordance with Nancy's request.<sup>25</sup> Nancy's action to replace the Former Trustees  
5 was reviewed by an independent attorney, Sean Tanko, Esq., who also serves as the Probate  
6 Commissioner Pro Tem. Mr. Tanko provided a certificate of independent review pursuant to  
7 NRS 155.0975 wherein he certified that the action was not the product of fraud, duress, or  
8 undue influence.<sup>26</sup> This written instrument replacing the Former Trustees was provided to the  
9 Former Trustees on June 13, 2017.<sup>27</sup>

10 Then, on June 21, 2017, Nancy followed up with an electronic correspondence to alert  
11 Mr. Payne and the Former Trustees of the attorney for the new trustee, Monte Reason ("Mr.  
12 Reason") and to safeguard the trust assets until the Certificate of Incumbency was provided.<sup>28</sup>  
13 On June 27, 2017, Joseph Powell, Esq., counsel for Mr. Reason, provided Mr. Payne with a  
14 Certificate of Incumbency indicating that Monte Reason had been appointed as Trustee.<sup>29</sup>

15 However, three days later, on June 30, 2017, the Former Trustees removed \$267,902.53  
16 from the Trust bank account despite the fact that they had been given explicit notice of their lack  
17 of authority to act on behalf of the Trust.<sup>30</sup> They apparently deposited these funds into Mr.  
18 Payne's attorney client trust account. Furthermore, the Former Trustees appear to have removed

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23  
24 <sup>24</sup> See Exhibit C at Article 9.3 stating in part; "After the Death of the first Trustor to die, the surviving Trustor shall  
25 have the power to change the Trustee or Successor Trustee of the Trust by an instrument in writing signed by the  
26 surviving Trustor and delivered to the Trustee."

27 <sup>25</sup> See Modification and Designation of Trustee and Successor Trustee attached hereto and incorporated herein as  
28 Exhibit G

<sup>26</sup> See Certificate of Independent Review attached hereto and incorporated herein as Exhibit H.

<sup>27</sup> See Letter dated June 13, 2017 with Modification and Designation of Trustee and Successor Trustee attached  
hereto and incorporated herein as Exhibit I.

<sup>28</sup> See Email dated June 21, 2017 from Tiffany S. Barney, Esq., to Cary Colt Payne, Esq., attached hereto and  
incorporated herein as Exhibit J.

<sup>29</sup> See Certificate of Incumbency attached hereto and incorporated herein as Exhibit K.

1 an additional approximately \$160,000.00 from some other Trust owned accounts and deposited  
2 these into their attorney's trust account.<sup>31</sup> This appears to be an effort to prevent the Trustee  
3 from accessing the trust funds in order to limit Nancy from further uncovering and prosecuting  
4 the claims against the former Trustees. There is no justification for the Former Trustees' actions  
5 in this regard. On September 21, 2017, after Nancy received documentary evidence of the  
6 withdrawal of Trust funds, Nancy again requested that the Trust funds be provided to the new  
7 trustee.<sup>32</sup>

8  
9 Again, on October 6, 2017, Nancy requested that the Former Trustees provide the trust  
10 funds to the new trustee. The Former Trustees and their counsel were also put on notice that  
11 any use of the funds would be deemed conversion and any transfers deemed fraudulent.<sup>33</sup> As of  
12 the filing of this Petition, the Former Trustees have ignored any and all requests by Nancy, the  
13 trustor, or Mr. Reason, the successor trustee, to deliver the Trust funds to the successor trustee  
14 who is the rightful custodian of the Trust funds.

15  
16 Further, the Former Trustees have requested that they receive distributions under the  
17 Trust, when there is no distribution authorized under the terms of the Trust to any person other  
18 than Nancy until after her death.<sup>34</sup> This is further proof that their only motive for sequestering  
19 the funds in a "blocked account" is solely for their own benefit.  
20  
21  
22  
23

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24 <sup>30</sup> See Bank Statement for Chase Bank Account attached hereto and incorporated herein as Exhibit L.

25 <sup>31</sup> See Inventory filed by the Former Trustees on October 25, 2017 showing a total of \$428,828.93 currently held in  
26 Mr. Payne's attorney client trust account. This amount represents a staggering 97% of the liquid assets of the Trust  
27 estate and is being held by the Former Trustees' attorney without any authorization under the terms of the Trust.

28 <sup>32</sup> See Letter from Tiffany S. Barney, Esq., to Cary Colt Payne, Esq., dated September 21, 2017, attached hereto  
and incorporated herein as Exhibit M.

<sup>33</sup> See letter dated October 6, 2017 from Tiffany S. Barney, Esq. to Cary Colt Payne, Esq., attached hereto and  
incorporated herein as Exhibit N.

<sup>34</sup> See Exhibit C at Article 6.1 of the Trust which the Former Trustees have alleged authorizes their requested  
distribution to themselves, indicating that distributions be made "[u]pon the death of both Trustors."

1 During a hearing before the honorable Judge Vincent Ochoa, Mr. Payne represented that  
2 his clients “sat at the table and negotiated the terms of the Trust.”<sup>35</sup> It is clear that the three  
3 Former Trustees were exerting inappropriate and undue influence by dictating the Trust terms.  
4

## 5 6 **II. Legal Authority and Argument**

7 The only cognizable claims from the Former Trustees’ petition were based upon NRS  
8 153.031 and NRS 163.115 and their requests for instructions, which will each be discussed  
9 below. There are no other cognizable claims beyond the request for this Court to provide  
10 instructions. If the Former Trustees believe they have raised any other claims in their petition,  
11 then Nancy and Mr. Reason reserve the right to address said claims when they are fully  
12 addressed or pled.  
13

14 The Former Trustees requested the following relief from this Court in their petition for  
15 instructions: 1) to divide the trust into a survivor’s trust and decedent’s trust,<sup>36</sup> 2) to confirm the  
16 Former Trustees as the co-Trustees;<sup>37</sup> 3) to remove Monte Reason as the trustee and limit his  
17 involvement;<sup>38</sup> 4) ordering the distribution of the net proceeds of the sale of the Dancing Vines  
18 property;<sup>39</sup> and 5) ordering a protective order on all assets from any distribution, except for the  
19 payment of mortgages, utilities, and the like, until final determination is made.<sup>40</sup>  
20

### 21 22 ***A. The Trust does not provide for the division of the Trust into a Survivor’s Trust and*** 23 ***Decedent’s Trust and this Court is prohibited from rewriting the provisions of the*** 24 ***Trust.***

25  
26 <sup>35</sup> This is currently cited from the undersigned’s notes of the hearing, but a transcript of the hearing has been  
ordered and an official citation will be provided by way of supplement hereto.

27 <sup>36</sup> See Page 10, line 5 of Former Trustee’s Original Petition.

<sup>37</sup> See Page 10, line 6 of Former Trustee’s Original Petition.

28 <sup>38</sup> See Page 10, line 7 of Former Trustee’s Original Petition.

<sup>39</sup> See Page 10, line 8-9 of Former Trustee’s Original Petition.

<sup>40</sup> See Page 10, line 10-12 of Former Trustee’s Original Petition.

1 The Former Trustees have cited no provision of the Trust which would allow for the  
2 division of the Trust into a Survivor's Trust and a Decedent's Trust. Indeed, the Former  
3 Trustees are unable to cite a single reference to a Decedent's Trust, or even an Exemption Trust,  
4 because there is no such provision or reference exists.  
5

6 Instead, the Trust provides that upon the death of the first spouse to die, referred to as the  
7 "Decedent," the Trustee(s) are authorized to pay, from the Decedent's separate property or the  
8 Decedent's one-half share of community property, only the following: 1) administrative  
9 expenses; 2) expenses of last illness and funeral expenses of the Decedent; and 3) any debts  
10 owed by the Decedent.<sup>41</sup> Article 4.3 of the Trust, which immediately follows the list of allowed  
11 payments for the Decedent, states that "[a]ny remaining property, both income and principle of  
12 the Trust estate shall be retained in the survivor's Trust for the benefit of the Survivor."  
13 (Emphasis added)."<sup>42</sup> Nancy is the survivor and all Trust property remains in Trust for her  
14 benefit.  
15  
16

17 The Former Trustees' attempt to alter the terms of the Trust for their own benefit and to  
18 the detriment of the Nancy, the surviving Trustor, is one of many examples that evidence the  
19 breach of their fiduciary duty, which is discussed in further detail below. The Former Trustees'  
20 request to divide the Trust is contrary to the terms of the Trust and provides further evidence of  
21 their willingness to ignore Trust terms to Nancy's detriment and in defiance of her rights under  
22 the terms of the Trust. Lacking any support in the document for the division of the Trust, and  
23 lacking any citation to statute or case law that would justify their position in this regard, the  
24 Former Trustees request to divide the Trust should be denied.  
25  
26  
27  
28

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<sup>41</sup> See Exhibit C at Article 4.2

<sup>42</sup> See Exhibit C at Article 4.3

1           ***B. The Former Trustees should not be confirmed because they have been replaced***  
2           ***according to the unambiguous Trust terms.***

3           The Former Trustees are no longer trustees because they have been replaced pursuant to  
4 the power to remove and replace trustees, specifically reserved to the Survivor in the Trust  
5 Agreement. Article 9.3 of the Trust provides, “[a]fter the death of the first Trustor to die, the  
6 surviving Trustor (Nancy) shall have the power to change the Trustee or the Successor Trustee  
7 of the Trust by an instrument in writing signed by the surviving Trustor and delivered to the  
8 Trustee.” There are no restrictions and no limitations on this power to remove the Trustee(s)  
9 after the death of the first Trustor to die. Furthermore, this particular provision is clear and  
10 unambiguous and no provision within the remainder of the Trust Agreement creates ambiguity  
11 in Article 9.3.  
12

13  
14           ***C. Article 9.3 is not a scrivener’s error and represents the intent of the Trustors***

15           In an attempt to retain control of the Trust for their own benefit and to the detriment of  
16 Nancy, the Former Trustees have alleged that Article 9.3 is a scrivener’s error. This argument  
17 lacks merit for several reasons. First, as previously briefed, “[i]f the language of the trust  
18 instrument is plain and capable of legal construction, that language determines the force and  
19 effect of the instrument . . . [and] extrinsic evidence will not be admitted to alter the plain  
20 language of the instrument.”<sup>43</sup> In dealing with the terms of a contract, which is analogous to the  
21 terms of a Trust, the Nevada Supreme Court has held that the terms of a contract are ambiguous  
22 only “if it is reasonably susceptible to more than one interpretation.”<sup>44</sup> The Former Trustees  
23 have failed to promulgate a reasonable alternative interpretation which would demonstrate  
24 ambiguity in Article 9.3, because there is no reasonable alternative interpretation. Therefore,  
25  
26  
27

28  

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43 *Frei v. Goodsell*, 305 P.3d 70, 74, 2013 Nev. LEXIS 53, \*12-13, 129 Nev. Adv. Rep. 43, 2013 WL 3366670 (Emphasis added.)



1 the Former Trustees have failed to overcome even the threshold question which might allow  
2 them to claim a scrivener's error – they have failed to show any ambiguity in Article 9.3.

3         Second, the inclusion of an entire paragraph which specifically reserves important rights  
4 to the Trustor is not a scrivener's error. Even if the Former Trustees overcome the threshold  
5 question and demonstrate ambiguity as to Article 9.3 of the Trust, the inclusion of the power to  
6 remove trustees is not a scrivener's error. A scrivener's error is "an error resulting from a minor  
7 mistake or inadvertence, esp. in writing or copying something on the record."<sup>45</sup> Black's Law  
8 Dictionary also provides several examples of what might be considered a scrivener's error  
9 including "typing an incorrect number, mistranscribing a word, or failing to log a call."<sup>46</sup> While  
10 many courts have grappled with the types of errors which may be deemed scrivener's errors,  
11 Virginia and Illinois Court have provided a workable benchmark for the term, which is in line  
12 with *Frei v. Goodsell* in Nevada. Scrivener's errors are only "those [errors which are] evidenced  
13 in the writing that can be proven without parol evidence."<sup>47</sup> Under Virginia and Illinois law, the  
14 Former Trustees' allegation of a scrivener's error again fails to clear the threshold question, in  
15 that it cannot considered a scrivener's error because it cannot be proven without parol evidence.  
16

17         Furthermore, among the states that provide a broader interpretation of a scrivener's  
18 error, specifically California and Kentucky, parol evidence is available to prove a scrivener's  
19 error; however, relief may only be granted if the error and the proper intent of the Trustor(s) or  
20  
21  
22  
23  
24  
25

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26 <sup>44</sup> *Margrave v. Dermody Props.*, 110 Nev. 824, 827, 878 P.2d 291, 293, 1994 Nev. LEXIS 104, \*5

27 <sup>45</sup> See Black's Law Dictionary, seventh edition at page 563, scrivener's error provides no definition but refers the  
28 reader to the definition for clerical errors.

<sup>46</sup> *Id.*

<sup>47</sup> *Westgate at Williamsburg Condo. Ass'n v. Philip Richardson Co.*, 270 Va. 566, 576, 621 S.E.2d 114, 119, 2005  
Va. LEXIS 104, \*15, citing *Estate of Blakely v. Federal Kemper Life Assurance Co.*, 267 Ill. App. 3d 100, 640  
N.E.2d 961, 966, 203 Ill. Dec. 811 (Ill. Ct. App. 1994)

1 contracting party(s) can be shown by clear and convincing evidence.<sup>48</sup> The Kentucky Supreme  
2 court has held:

3       The remedy of reformation is appropriate where, by reason of an unintentional mistake  
4 by a scrivener or draftsman, the written agreement does not accurately reflect the intent  
5 of the parties. However, before the reformation of a written contract is warranted, it must  
6 be shown that the scrivener's product reflects something other than what was understood  
7 by both parties. Under the "doctrine of scrivener's error," the mistake of a scrivener in  
8 drafting a document may be reformed based upon parol evidence, provided the evidence  
is clear, precise, convincing and of most satisfactory character that the mistake has  
occurred and that the mistake does not reflect the intent of the parties.<sup>49</sup>

9       Here, even if the court were to diverge from the holding in *Frei v. Goodsell*, and the  
10 similar holdings in other jurisdictions and follow California and Kentucky's line of reasoning,  
11 reformation of the Trust based on a scrivener's error is not available unless the error itself and  
12 the true intent of the parties can be established by evidence which is clear, precise, convincing  
13 and of most satisfactory character. The un-verified statements made by the Former Trustees and  
14 the in-court representations made by their attorney Mr. Payne, provide strong evidence that the  
15 Section 9.3 of the Trust is **not** an error or a mistake. At the October 19, 2017 hearing, the  
16 Former Trustees indicated that they "sat at the table and negotiated the terms of the Trust."  
17 They have also referred to David Grant as their attorney and to the Trust as their trust.<sup>50</sup>

18  
19  
20       Additionally, the Former Trustees have placed an inordinate amount of emphasis upon  
21 their "Acceptance by Trustees," signed and notarized on the same day as the Trust and attached  
22 thereto. The "Acceptance by Trustees" indicates the following:

23       We certify that we have read the foregoing Declaration of Trust and understand the  
24 terms and conditions upon which the Trust estate is to be held, managed, and disposed of  
25

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26  
27 <sup>48</sup> *Estate of Duke*, 61 Cal. 4th 871, 874, 352 P.3d 863, 865, 190 Cal. Rptr. 3d 295, 297, 2015 Cal. LEXIS 5119, \*2,  
stating that a document may be reformed based on error only "if clear and convincing evidence establishes that the  
28 will contains a mistake in the expression of the testator's intent at the time the will was drafted and also establishes  
the testator's actual specific intent at the time the will was drafted."

<sup>49</sup> *Diversicare Leasing Corp. v. Adams*, 2017 Ky. App. LEXIS 3, \*17

<sup>50</sup> See Exhibit A of Former Trustees' opposition to the motion to dismiss filed September 15, 2017.

1 by us as Trustees. We accept the Declaration of Trust in all particulars and acknowledge  
2 receipt of the Trust property.<sup>51</sup>

3 With this language, the Former Trustees certified that they read and understood the terms of the  
4 Trust and accepted those terms. Among the drafting attorney, the two Trustors, and the Three  
5 Former Trustees, who all allegedly took part in formulating the terms of the Trust, six people  
6 reviewed the terms of the Trust and signed the document. Not a single person of those six  
7 individuals, including the Former Trustees or the drafting attorney raised an issue with Article  
8 9.3 of the Trust until the Former Trustees lost their strangle hold on the Trust. This provides  
9 strong evidence that the inclusion of Article 9.3 of the Trust represents the intent of the  
10 Trustor's, whose intent is the only intent which has any relevance regarding the terms of the  
11 Trust.  
12  
13

14 Additionally, the Former Trustees must be estopped from making claim a scrivener's  
15 error in a Trust of which the Former Trustees materially participated, which the Former Trustees  
16 read and understood, and which was executed with Section 9.3 while they sat at the table  
17 overseeing the negotiations and Trust terms.<sup>52</sup> The Former Trustees were, according to their  
18 attorney's representation in open court, intimately aware of the Trust terms that they negotiated,  
19 read and understood. The Former Trustees formally accepted the terms of the Trust "in all  
20 particulars," which provided Nancy a reasonable expectation that the Former Trustees would  
21 abide by the Terms as written. Nancy and Raymond were unaware that the Former Trustees  
22 intended to challenge the terms of the Trust if the document could be used later to remove them  
23  
24

25  
26 <sup>51</sup> See Acceptance of Trustees attached to the Trust at Exhibit C.

27 <sup>52</sup> Estoppel acts to prevent a party from taking altering their previous position if the following elements are  
28 applicable: "(1) the party to be estopped must be apprised of the true facts; (2) he must intend that his conduct shall  
be acted upon, or must so act that the party asserting estoppel has the right to believe it was so intended; (3) the  
party asserting the estoppel must be ignorant of the true state of facts; (4) he must have relied to his detriment on  
the conduct of the party to be estopped. See *Chequer, Inc. v. Painters & Decorators Joint Comm.*, 98 Nev. 609, 614,  
655 P.2d 996, 999, 1982 Nev. LEXIS 534, \*8

1 as Trustees of the Trust. Finally, Nancy exercised her rights under the Trust with the belief that  
2 the Former Trustees would abide by the terms, but the Former Trustees have initiated costly  
3 litigation to the detriment of Nancy. All the elements of estoppel are met and the Former  
4 Trustees should be prevented from taking any position contrary to their signed "Acceptance by  
5 Trustees."  
6

7 Lastly, there is strong evidence that the Trustors, and specifically Raymond Sr., intended  
8 to include the provisions of Article 9.3. Raymond, Sr. expressed concerns to his sister Jackie  
9 Utkin, that the Former Trustees would harm Nancy and expressed his concern that he and  
10 Nancy were being cheated by the Former Trustees. This expressed concern is entirely  
11 inconsistent with the Former Trustees claim that the Trustors desired to provide the Former  
12 Trustees the sole power to dictate Nancy's living conditions and financial conditions, without  
13 any kind of a check on their discretion.  
14

15 Likewise, Nancy has affirmed that Article 9.3 of the Trust as drafted is consistent with  
16 her intent both at the time she signed the document and now. Based on the stated desires of the  
17 Trustor's, any suggestion that no power to remove trustees be reserved could have only come  
18 from the Former Trustees when they were negotiating the terms of the Trust with whomever  
19 they negotiated.<sup>53</sup> Therefore, even if the Former Trustees could provide sufficient evidence that  
20 the attorney did not intend to include the provision of Article 9.3, as written, the Former  
21 Trustees will be unable to provide sufficient evidence that the exclusion of the removal power  
22 was the intent of the Trustors.  
23  
24  
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28 <sup>53</sup> It should be noted that the Former Trustees conduct in negotiating the terms of the trust and participating in the creation and execution of the Trust is deeply concerning; thus, prompting the claims that are being pled in the counterpetition.

1       ***D. Monte Reason has been prevented from acting in his capacity as Trustee because***  
2       ***of the interference of the Former Trustees in attempting to fulfill his fiduciary***  
3       ***duties.***

4       Interestingly, the Former Trustees bring a removal action against Monte Reason, when  
5       he has not even been able to act in his capacity as Trustee or fulfill any fiduciary duties because  
6       of the interference of the Former Trustees. For the requested relief to have any teeth, they  
7       would need to show the circumstances warranting removal. There are none pled.

8       The possible reason for his removal is that Nancy didn't have the ability to change  
9       trustees due to a scrivener's error. This is false and Nancy hereby incorporates her argument  
10      regarding the alleged scrivener's error in Section B above as if set forth fully herein. Because  
11      there is absolutely no basis for removing Mr. Reason and no circumstances alleged warranting  
12      removal, this request should be denied.

13  
14      ***E. The Trust does not provide for a distribution before Nancy's death.***

15      The Former Trustees have argued that the Trust allows them to make a distribution of  
16      the proceeds of the sale of the Dancing Vines home during the lifetime of Nancy. The Former  
17      Trustees rely solely on Article 6.1(g) of the Trust to make such a request. However, Article  
18      6.1(g) at best allows for the proceeds of the sale of the Dancing Vines Property to be held until  
19      the death of the Surviving Trustor and distributed only after the survivor's death. This is  
20      confirmed by the reference in Article 6.1(g) to distribution under Article 6.1. Article 6.1  
21      specifically provides for distribution "[u]pon the death of both Trustors." Furthermore, Article  
22      4.4 requires, without discretion in the Trustee, that the proceeds from the sale of a trust owned  
23      residence be used at the direction of the survivor to purchase or build a new residence for the  
24      sole use of the Survivor. The purchase of a new residence with the proceeds of the sale of a  
25  
26  
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28

1 trust owned residence would be impossible if the Trust required immediate distribution during  
2 the lifetime of the Survivor as the Former Trustees allege.

3 Most importantly, the Former Trustees' position would create a taxable gift exposing  
4 Nancy to tax liability. The proceeds of the sale of the Dancing Vines home was approximately  
5 \$194,000.00, and if Nancy were forced to make a distribution, Nancy would be making several  
6 lifetime gifts greater than the \$14,000.00 annual gift tax exclusion amount. All three of the  
7 Former Trustees would receive approximately \$40,000.00, which the IRS would treat as a  
8 taxable gift from Nancy. Nancy would be liable for several thousand dollars in gift taxes,  
9 during a time when, due to the Former Trustees' bad faith sequestration of the Trust assets,  
10 neither Nancy nor the proper Trustee of the Trust have access to the Trust funds to satisfy such a  
11 tax burden.  
12

13  
14 The Former Trustees' position to force a present distribution also subjects Nancy to  
15 mandatory filings of a Form 709 tax return. The failure to timely file such forms subjects a  
16 party to penalties from the IRS. The Former Trustees' willingness to expose Nancy to tax  
17 liability and IRS penalties in favor of their own interests supports a finding that they have  
18 breached their fiduciary duties under the terms of the Trust, because they administered the Trust  
19 for their own benefit to the detriment of Nancy, which will be discussed further below.  
20

21  
22 ***F. A protective order is warranted against the Former Trustees but not warranted  
23 against the successor trustee approved and appointed by the Trustor.***

24 Interestingly, the Former Trustees request the court issue a temporary restraining order  
25 until the court adjudicates their petition.<sup>54</sup> Since all funds are currently in the Former Trustees'  
26 possession and have been wrongfully sequestered by them, Nancy and Mr. Reason are not  
27 opposed to a protective order against their use of the Trust funds pursuant to NRS 155.123.  
28

1 However, there should not be a protective order against the approved and appointed trustee of  
2 the Trust so that the trust terms can be followed and provide for the health, maintenance and  
3 support of the surviving Trustor, Nancy.

4  
5 **MEMORANDUM OF POINTS AND AUTHORITIES**  
6 **ON COUNTERPETITIONS**

7 **I. Facts Presented**

8 Counter-Petitioners Nancy Christian and Monte Reason incorporate the Facts Presented  
9 section above in their Objection as if fully set forth herein.

10 **II. Legal Authority and Argument**

11 **A. IN REM JURISDICTION: The Court can take in rem jurisdiction over the Trust**  
12 **and Confirm the Trustee.**

13 Pursuant to NRS 164.010, this Court can obtain jurisdiction over the Trust as a  
14 proceeding in rem, where the Trustee resides or where the Trust has been domiciled.<sup>55</sup>  
15 Additionally, the Court may consider at the same time the appointment of the trustee.<sup>56</sup> Herein,  
16 the Trust is a Nevada trust which owns property in this state and the current trustee is a resident  
17  
18  
19

20 <sup>54</sup> See Page 9, lines 6-12 of Former Trustees' Initial Petition.

21 <sup>55</sup> **NRS 164.010 Petition for assumption of jurisdiction; powers of court; petition for removal of trust from**  
22 **jurisdiction of court; determination of where trust is domiciled.**

23 1. Upon petition of any person appointed as trustee of an express trust by any written instrument other than a  
24 will, or upon petition of a settlor or beneficiary of the trust, the district court of the county in which the trustee  
25 resides or conducts business, or in which the trust has been domiciled, shall consider the application to assume  
26 jurisdiction of the trust as a proceeding in rem.

27 2. If the court grants the petition, the court:

28 (a) Has jurisdiction of the trust as a proceeding in rem;

(b) Shall be deemed to have personal jurisdiction over any person pursuant to NRS 164.045;

(c) May confirm at the same time the appointment of the trustee and specify the manner in which the trustee  
must qualify; and

(d) May consider at the same time granting orders on other matters relating to the trust, including, without  
limitation, matters that might be addressed in a declaratory judgment relating to the trust under subsection 2 of NRS  
30.040 or petitions filed pursuant to NRS 153.031 or 164.015 whether such matters are raised in the petition to  
assume jurisdiction pursuant to this section or in one or more separate petitions that are filed concurrently with the  
petition to assume jurisdiction.

<sup>56</sup> NRS 164.010(2)(c)

1 of the state of Nevada.<sup>57</sup> Before this trust proceeding, the Trustor exercised her right under  
2 Section 9.3 of the Trust to change her trustee and she did so.

3 Being free from undue influence, duress and menace, she appointed Monte Brian Reason  
4 as the Successor Trustee of her Trust and delivered the requisite documents to the Former  
5 Trustees. These documents included the Modification and Designation of Trustee and  
6 Successor Trustee and the Certificate of Incumbency.<sup>58</sup> The Modification and Designation of  
7 Trustee and Successor Trustee was independently reviewed by another attorney who provided a  
8 certificate of independent review certifying that the document was Nancy's intent and was not  
9 the product of fraud, undue influence, or duress.<sup>59</sup>

12 Therefore, Nancy requests that the Court take in rem jurisdiction over her Trust and  
13 appoint Monte Brian Reason as the Trustee of the Trust. She has properly executed the requisite  
14 documents to allow this change in trustee to take place pursuant to the terms of the Trust.

15 **B. BREACH OF FIDUCIARY DUTY: This Court should find that the Former**  
16 **Trustees breached their fiduciary duty to Nancy and Raymond Sr., Trustors of the**  
17 **Trust.**

18 Under Nevada law, a fiduciary relationship exists when one has the right to expect trust  
19 and confidence in the integrity and fidelity of another.<sup>60</sup> Herein, the Former Trustees were  
20 named Trustees of the Trust and accepted their roles as trustees. Therefore, they were tasked  
21 with fiduciary duties toward the Trust and its beneficiary, Nancy. However, they breached this  
22 duty when they engaged in acts that breached the duty of loyalty and engaged in self-dealing.

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25  
26 <sup>57</sup> See Exhibit C, and Assessor's printout of Bluff Point Drive property attached hereto and incorporated herein as  
Exhibit O.

27 <sup>58</sup> See Exhibit G and K.

28 <sup>59</sup> See Exhibit H.

<sup>60</sup> *Lopez v. Corral*, 2010 Nev. LEXIS 69 (Nev. 2010) citing *Powers v. United Servs. Auto. Ass'n*, 114 Nev. 690,  
700, 962 P.2d 596, 602 (1998) (Under Nevada law, "[a] fiduciary relationship exists when one has the right to  
expect trust and confidence in the integrity and fidelity of another."); See also BLACK'S LAW DICTIONARY PG. 640.



1           *i. Former Trustees owed Nancy fiduciary duties including the duty of loyalty*

2           Based on their confidential fiduciary relationships of Trustees, attorney's in fact, and  
3 caregivers with Nancy and Raymond Sr., the Former Trustees owed several common law duties  
4 to Nancy. One of the most basic duties imposed upon a fiduciary is the duty of good faith, also  
5 referred to as the duty of loyalty.  
6

7           The Nevada Supreme Court indicated that a fiduciary, "should do everything in his  
8 power to avoid a conflict of interest."<sup>61</sup> Nevada's statutory fiduciary duties described in NRS  
9 163 and 164 are applicable by analogy to other types of fiduciary relationships such as that of  
10 caretaker or attorney in fact. NRS 164.715 requires a trustee to manage Trust property solely in  
11 the interest of the beneficiaries. Herein, the Former Trustees failed to do so.  
12

13           Instead, all of the Former Trustees' actions have been to maximize or benefit their  
14 contingent interest in the Trust. They have sought to obtain distributions from the Trust  
15 prematurely before Nancy's death and to the detriment of Nancy by exposing her to tax liability  
16 and IRS penalties as discussed above. They refused to provide any distributions to Nancy,  
17 although she had made a reasonable request for payment to provide for her basic needs and  
18 additional expenditures. They have spent Trust funds for vacations and other personal expenses.  
19 They have removed money from the reach of the present Trustee.  
20

21           They have failed to avoid a conflict of interest between their contingent beneficial  
22 interest and the needs of the Trustor. They have even been brazen enough to call the Trust "our  
23 trust" (referring to the Former Trustees") and calling the former attorney for Nancy and  
24  
25  
26  
27

---

28 "Fiduciary" (7<sup>th</sup> ed. 1999) (A fiduciary is "one who owes to another the duties of good faith, trust, confidence, and candor" or "one who must exercise a high standard of care in managing another's money or property.")

<sup>61</sup> *Riley v. Rockwell*, 103 Nev. 698, 701 (1987).

1 Raymond Sr. "our attorney".<sup>62</sup> All actions have been for their best interest in retaining as much  
2 of the Trust property as they can so they can receive the distributions therefrom while failing to  
3 provide for the health support and maintenance of the surviving Trustor and abide by the terms  
4 of the Trust.  
5

6 ii. The Former Trustees breached their fiduciary duties to Nancy by engaging in self-  
7 dealing.

8 Beyond attempting to maximize their contingent benefit from the Trust by refusing to  
9 make distributions to Nancy as the only current beneficiary of the Trust, The Former Trustees  
10 have actually gone one step further and made distributions to themselves in direct violation of  
11 the Terms of the Trust and their fiduciary duties thereunder. This is known as self-dealing.  
12

13 The Former Trustees wrote checks to themselves, purchased groceries, and other items  
14 for themselves and otherwise converted Trust money for their own benefit,<sup>63</sup> while at the same  
15 time failing to provide for Nancy's health, support and maintenance pursuant to the terms of the  
16 Trust.<sup>64</sup> They also spent Trust money on a "memorial trip", which was not authorized by the  
17 terms of the Trust or by Nancy.  
18

19 Additionally, upon information and belief, Former Trustees gained access to Raymond  
20 Sr's retirement accounts through fraud, undue influence, and/or duress. They caused Nancy to  
21 unknowingly sign away her right to obtain the money contained in her husband's retirement  
22 accounts. Raymond Christian Jr., received at least \$19,633.49 as part of his distributive share  
23  
24  
25

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26 <sup>62</sup> Exhibit A of Former Trustees' opposition to the motion to dismiss filed September 15, 2017.

27 <sup>63</sup> See select Chase bank checks and withdrawals attached hereto and incorporated herein as Exhibit P, showing  
28 checks written to the Former Trustees, and Withdrawals taken by the Former Trustees from Trust money that was  
not authorized by Nancy and was not for Nancy's benefit, to the tune of nearly \$300,000.00.

<sup>64</sup> Former Trustees refused to provide Nancy even one dime of Trust money although she was kicked out of her  
own home by Raymond Christian, Jr.

1 from this fraudulent transaction.<sup>65</sup> It is believed that Raymond Jr. and the other Former Trustees  
2 received additional amounts from Raymond Sr.'s accounts through undue influence, fraud, or  
3 duress.

4  
5 The Former Trustees have removed Nancy from the Trust owned home, which is **not**  
6 within the discretion granted to any trustee under the terms of the Trust. The Former Trustees  
7 then allowed Raymond Jr. to squat, rent free in the Trust owned home. Raymond Jr. has paid no  
8 rent to the Trust, he has not paid the bills to maintain the property and even now refuses to  
9 vacate the premises. Susan and Rosemary have encouraged Raymond to remain in the home  
10 without payment of rent or expenses to the Trust. Meanwhile, Nancy has been prevented from  
11 her use of the property as required under the terms of the Trust. This is a glaring example of the  
12 Former Trustees eagerness to benefit themselves to the detriment of Nancy.

13  
14 **C. CONVERSION: The Court should find that the Former Trustees have wrongfully**  
15 **converted Trust funds.**

16 In Nevada, conversion is defined "as a distinct act of dominion wrongfully exerted over  
17 another's personal property in denial of, or inconsistent with his title or rights therein or in  
18 derogation, exclusion, or defiance of such title or rights."<sup>66</sup> "All conversions may be divided  
19 into four distinct classes: (1) By a wrongful taking; (2) by an alleged assumption of ownership;  
20 (3) by an illegal user or misuser; and (4) by a wrongful detention. In the three first named  
21 classes, there is no necessity for a demand and refusal, as the evidence arising from the acts of  
22 the defendant, is sufficient to prove the conversion."<sup>67</sup> Herein, the Former Trustees engaged in  
23 a wrongful taking or alleged assumption of ownership of Nancy's property.  
24  
25  
26

27  
28 <sup>65</sup> See Wells Fargo Advisors statement and check to Raymond Christian Jr. attached hereto and incorporated herein  
as Exhibit Q.

<sup>66</sup> *Ferreira v. P.C.H., Inc.*, 105 Nev. 305, 308, 774 P.2d 1041, 1043, 1989 Nev. LEXIS 60, \*6 (Nev. 1989)

<sup>67</sup> *Robinson Mining Co. v. Riepe*, 40 Nev. 121, 129, 161 P. 304, 305, 1916 Nev. LEXIS 42, \*14 (Nev. 1916)

1           The Former Trustees took approximately \$267,902.53 from the Trust account after they  
2 had notice that they were removed as trustees. They took additional sums from other accounts  
3 belonging to the Trust or the Decedent.<sup>68</sup> They admittedly sequestered the money away from  
4 the current Trustee or the Trust beneficiary.<sup>69</sup> Trust funds are allegedly in a “blocked account”;  
5 however, the Former Trustees neither had the authority to transfer this money or sequester it  
6 away from the Trust.  
7

8           It is also strongly believed that the Former Trustees either forged or manipulated Nancy  
9 into signing transfer documents to obtain Raymond Sr.’s retirement accounts and life insurance  
10 accounts. It is known that Raymond Jr., has received part of Raymond Sr.’s IRA policy.<sup>70</sup> It is  
11 unclear whether Susan Christian-Payne or Rosemary Keach received any checks from the IRA.  
12 To the extent that they did, they have wrongfully and assumed unlawful detention over these  
13 assets.  
14

15           Nancy intends to present further evidence regarding Former Trustees wrongful taking of  
16 Nancy’s assets and their assumption of ownership over Nancy’s assets when it becomes  
17 available. However, from the court pleadings we are aware that the Former Trustees have  
18 wrongfully converted Trust funds from the current Trustee to the detriment of Nancy as well as  
19 funds intended for Nancy either from Raymond Sr.’s retirement accounts or life insurance  
20 accounts. The Trust has been wrongfully deprived of funds to pay Nancy’s necessary expenses,  
21 which is detrimental to her. Therefore, Nancy asks that this Court find that the Former Trustees  
22 have wrongfully converted Trust funds and funds intended for Nancy.  
23

24  
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28 <sup>68</sup> See Footnote 31 Supra.

<sup>69</sup> See Footnote 31 Supra.

<sup>70</sup> See Exhibit Q.

1       **D. FRAUDULENT TRANSFERS: The Former Trustees have committed fraudulent**  
2       **transfers in removing and sequestering funds from the Trust account.**

3       The Former Trustees have committed a fraudulent transfer as defined by the Uniform  
4       Fraudulent Transfer Act. NRS 112.180(1) states that “a transfer made or obligation incurred by  
5       a debtor is fraudulent as to a creditor, whether the creditor’s claim arose before or after the  
6       transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the  
7       obligation; (a) with actual intent to hinder, delay or defraud any creditor of the debtor.” A  
8       creditor is defined as “a person who has a claim.”<sup>71</sup> A Trust is defined as a “person”.<sup>72</sup> A claim  
9       is defined as “a right to payment, whether or not the right is reduced to judgment, liquidated,  
10      unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable,  
11      secured or unsecured.”<sup>73</sup>

12  
13  
14      The Former Trustees were aware of the change in Trustee before they removed funds  
15      from the Trust account.<sup>74</sup> Their removal of Trust funds was nothing more than an attempt to  
16      hinder delay, or defraud the Trust by preventing access to such funds.

17      Furthermore, counsel for the Former Trustees was put on notice regarding his duty to  
18      inquire into the source of the funds provided to pay his attorney’s fees.<sup>75</sup> Other jurisdictions  
19      have indicated the following

20  
21      Lawyers who receive a conveyance under circumstances that should cause them to  
22      inquire into the reasons behind the conveyance must diligently do so, lest they be  
23      charged with knowledge of any intent on the part of transferor to hinder, delay, or  
24      defraud. A lawyer who blindly accepts fees from a client under circumstances that would  
25      cause a reasonable lawyer to question the client's intent in paying the fees accepts the  
26      fees at his peril.”<sup>76</sup>

26      <sup>71</sup> See NRS 112.150(4)

27      <sup>72</sup> See NRS 0.039

28      <sup>73</sup> See NRS 112.150(3)

<sup>74</sup> See Exhibit I.

<sup>75</sup> See Exhibit M.

<sup>76</sup> *In re Parklex Assocs., Inc.*, 2010 Bankr. LEXIS 2664, 435 B.R. 195, 53 Bankr. Ct. Dec. 179 (Bankr. S.D.N.Y. 2010), citing *S.E.C. v. Princeton Economic Int'l Ltd.*, 84 F. Supp. 2d 443, 446-47 (S.D.N.Y. 2000)

1 Counsel was requested that neither he nor his clients use or otherwise dispose of Trust property  
2 until it is returned to the rightful trustee. However, this was not done.  
3

4 The Court has frozen this money so that no further damages can be done by the  
5 fraudulent transfer.<sup>77</sup> However, there was damage from June 30, 2017 until October 31, 2017  
6 for the withholding of funds from Trust for Nancy's health, support and maintenance and there  
7 is ongoing damage until the Trustee is able to receive the funds make distributions pursuant to  
8 the terms of the Trust.  
9

10 Additionally, part of the transfers wrongfully placed into Mr. Payne's account and  
11 sequestered away from Nancy, were from accounts which were intended for Nancy through a  
12 beneficiary designation.<sup>78</sup> Therefore, these funds which could have passed outside the Trust are  
13 now included in the funds that have been blocked by the Court. Therefore, Nancy continues to  
14 be damaged by being unable to receive funds to pay for her health, support and maintenance as  
15 a result of the fraudulent transfers effectuated by the Former Trustees with Mr. Payne's aid.  
16

17 **E. UNDUE INFLUENCE: The Former Trustees are presumed to have procured all**  
18 **transfers to themselves through fraud, duress, or undue influence.**

19 The Nevada Supreme Court has stated the following  
20

21 The doctrine of equity concerning undue influence is very broad, and is based upon  
22 principles of the highest morality. It reaches every case, and grants relief 'where  
23 influence is acquired and abused, or where confidence is reposed and betrayed.' **It is**  
**specially active and searching in dealing with gifts, but is applied, when necessary,**  
**to conveyances, contracts executory and executed, and wills.**<sup>79</sup>

24 NRS 155.097(2) provides for the different bases for applying a presumption of undue influence  
25 and states:  
26  
27  
28

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<sup>77</sup> See Court Order filed on October 31, 2017.

<sup>78</sup> See Inventory filed on October 25, 2017.

- 1 2. Except as otherwise provided in subsection 4 and NRS 155.0975, **a transfer is**  
2 **presumed to be void** if the transfer is to a transferee who is:  
3 (a) The person who drafted the transfer instrument;  
4 (b) A caregiver of the transferor; who is a dependent adult;  
5 (c) A person who materially participated in formulating the dispositive provisions of the  
6 transfer instrument or paid for the drafting of the transfer instrument; or  
7 (d) A person who is related to, affiliated with or subordinate to any person described in  
8 paragraph (a), (b) or (c). (emphasis added)

9 This statute applies to transfers made:

10 [F]or less than fair market value, whether such transfer becomes effective during the life  
11 of the transferor or on or after the transferor's death and includes, without limitation:

- 12 1. A will;  
13 2. **A trust;**  
14 3. A deed; and  
15 4. **Any form, contract or other document which:**  
16 (a) Creates, conveys or transfers any interest in property;  
17 (b) Creates any type of joint ownership;  
18 (c) Establishes a right of survivorship;  
19 (d) **Designates a beneficiary;**  
20 (e) **Adds an authorized signer on any bank or brokerage account;**  
21 (f) **Creates or attempts to effectuate a nonprobate transfer to be effective**  
22 **upon the death of the transferor; or**  
23 (g) **Is intended to amend, modify, eliminate, supersede or revoke any other**  
24 **transfer instrument.**<sup>80</sup>

25 Herein, the statutory presumption applies to the Former Trustees based upon their roles  
26 as caregivers, their material participation in the Trust, and their other fiduciary relationships  
27 with the Trustors. Each presumption is discussed below. Nancy and Mr. Reason request that  
28 this court invalidate any and all transfers to the Former Trustees as a product of undue influence.

- 29 i. The Former Trustees have the presumption of undue influence against them as  
30 caregivers.

31 Under NRS 155.097 a transfer is presumed to be void if the transfer is made to a  
32 caregiver. Such a presumption does not apply if the presumed undue influencer receives no

33 <sup>79</sup> *Peardon v. Peardon*, 65 Nev. 717, 767, 201 P.2d 309, 333, 1948 Nev. LEXIS 79, \*79 (Nev. 1948). Emphasis  
34 added.

35 <sup>80</sup> See NRS 155.0955 (emphasis added).

1 more than they would have received under intestacy, or if the transfer is reviewed by an  
2 independent attorney who certifies that the transfer is not the product of undue influence.<sup>81</sup> Once  
3 a showing is made that the presumption of undue influence is applicable, the presumed undue  
4 influencer must prove by clear and convincing evidence that the transfer was not the product of  
5 fraud, duress, or undue influence.<sup>82</sup>

7 Here the Former Trustees were caregivers to Nancy and Raymond at the time the Trust  
8 was drafted. As Raymond Sr.'s sister, Jackie Utkin, has indicated, the Former Trustees took  
9 control of the trustors' physical and financial affairs shortly before the drafting of the Trust.<sup>83</sup>  
10 The Former Trustees provided this care and received compensation for such actions.<sup>84</sup>  
11 Therefore, the Former Trustees have the presumption of undue influence against them while  
12 being caregivers to the Trustors. The Former Trustees must provide clear and convincing  
13 evidence that all transfers to them, including any testamentary transfers or transfers which  
14 become effective at the death of either or both Trustor, drafted during their reign as caregivers  
15 were not the product of undue influence, fraud, or duress.

18 ii. The Former Trustees' admission on the court record that they negotiated the terms  
19 of the Trust gives rise to a presumption of undue influence and the Former Trustees  
20 should be judicially estopped from taking a contrary position.

21 More concerning then their status as caregivers at the drafting of the Trust, is the Former  
22 Trustees' admission, through their counsel, that they "sat at the table and negotiated the terms of  
23 the Trust."<sup>85</sup> Such admission is identical in substance to the phrase provided in the statute, that  
24 a person "materially participated in formulating the dispositive provisions of the transfer  
25

26  
27 <sup>81</sup> See NRS 155.0975

28 <sup>82</sup> See NRS 155.097(3)

<sup>83</sup> See Exhibit A at page 3:6-7.

<sup>84</sup> See checks to Lee Keach, who is Rosemary's husband, Susan Payne, and Ray Christian Jr. in and around the end of 2016 attached hereto and incorporated herein as Exhibit R



1 instrument.”<sup>86</sup> The Former Trustees’ admission in this regard undeniably triggers the  
2 presumption of undue influence under NRS 155.097.

3         The Former Trustees may try to distance themselves from the representations made by  
4 their counsel in court wherein it was represented that they sat at the table and negotiated the  
5 provisions of the Trust; however, they are unable to do so. The Nevada Supreme Court held  
6 that, “[t]he implied power of an attorney to make admissions of fact on behalf of his client  
7 within the scope of his authority in conducting litigation, is beyond question. Admissions when  
8 so made by an attorney bind the client and dispense with the necessity of proof.”<sup>87</sup> *Gottwals v.*  
9 *Hanshue* further provides that “a litigant party shall not be permitted to deny the authority of his  
10 attorney of record, whilst he stands as such on the docket. He may revoke his attorney’s  
11 authority, and give notice of it to the court and to the adverse party; but whilst he so stands, the  
12 party must be bound by the acts of the attorney.”<sup>88</sup> Finally, an attorney of record has ample  
13 power to do on behalf of his client all acts, in or out of court, necessary or incidental to the  
14 prosecution, management or defense of the action.”<sup>89</sup> Mr. Payne’s statement in open court  
15 regarding his clients’ negotiation of the terms of the Trust conclusively establishes this fact. The  
16 Former Trustees may not depart from this admission, unless they allege that Mr. Payne violated  
17 his duty of candor to the court.

18         Secondly, judicial estoppel prevents the Former Trustees from taking an inconsistent  
19 position. Judicial estoppel applies where “(1) the same party has taken two positions; (2) the  
20 positions were taken in judicial or quasi-judicial administrative proceedings; (3) the party was  
21

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22         <sup>85</sup> See Footnote 35 Supra, see also Supplement filed by Former Trustees on September 15 and exhibit attached  
23 thereto referring to David Grant as the Former Trustees’ attorney and to the Trust as “our trust.”

24         <sup>86</sup> See NRS 155.097 above.

25         <sup>87</sup> See *Gottwals v. Rencher*, 60 Nev. 47, 52, 98 P.2d 481, 484, 1940 Nev. LEXIS 8, \*6, 126 A.L.R. 1262.

26         <sup>88</sup> Id

27         <sup>89</sup> *Garrett v. Hanshue*, 53 Ohio St. 482, 496, 42 N.E. 256, 260, 1895 Ohio LEXIS 96, \*21

1 successful in asserting the first position (i.e., the tribunal adopted the position or accepted it as  
2 true); (4) the two positions are totally inconsistent; and (5) the first position was not taken as a  
3 result of ignorance, fraud, or mistake.”<sup>90</sup> In the event that the Former Trustees claim that Mr.  
4 Payne’s representation to the court was perjurally offered, in an attempt to promulgate some  
5 alternative fact pattern which does not include their “negotiation of the terms of the Trust,”  
6 Judicial estoppel would prevent such a change in position.  
7

8 Presenting any other scenario than that admitted by Mr. Payne, would mean that the  
9 Former Trustees will have taken two positions, thereby satisfying the first element of judicial  
10 estoppel. These differing positions are taken in judicial proceedings, thereby satisfying the  
11 second element. The Former Trustees were successful in asserting the position that they  
12 negotiated the terms of the agreement as they avoided dismissal of their petition based in part on  
13 their claims to be parties to the agreement based on “[sitting] at the table and [negotiating] the  
14 terms of the Trust, which satisfies the third element. If the Former Trustees attempt to say they  
15 did not negotiate the terms of the Trust, it will satisfy the fourth element because it is  
16 completely opposite to their first position. One of the Former Trustees was present at the  
17 October 19, 2017 hearing on behalf of all other trustees and did not correct Mr. Payne, therefore  
18 the first position was not taken as a result of ignorance, fraud, or mistake, satisfying the fifth  
19 element. Therefore, judicial estoppel would prevent a change in their position from the one  
20 asserted at the October 19, 2017 hearing.  
21  
22  
23

24 The Former Trustees even identified David Grant as “their attorney” and the Trust as  
25 “our Trust.”<sup>91</sup> Furthermore, it has been discovered that the Former Trustees caused Nancy to  
26  
27

---

28 <sup>90</sup> Brock v. Premier Trust, Inc. (In re Frei Irrevocable Trust), 390 P.3d 646, 652, 2017 Nev. LEXIS 14, \*10-11, 133  
Nev. 8, 133 Nev. Adv. Rep. 8

<sup>91</sup> See Exhibit A of Former Trustees’ opposition to motion to dismiss filed September 15, 2017.

1 unknowingly sign a document giving away her right to her husband's retirement proceeds.<sup>92</sup>  
2 Nancy and Mr. Reason have discovered sufficient evidence that the presumption of undue  
3 influence applies to Former Trustees regarding alleged the creation of the Trust and inter-vivos  
4 transfers to them from Nancy. Therefore, Nancy and Mr. Reason assert their claim of undue  
5 influence with the Former Trustees having the presumption of undue influence against them.  
6

7 iii. The Former Trustees had a fiduciary relationship with the Trustors such that the  
8 common-law presumption of undue influence is against them

9 Under Nevada common law, a presumption of undue influence applies "when a  
10 confidential fiduciary relationship exists and such fiduciary benefits from the questioned  
11 transaction."<sup>93</sup> This is summarized by the Nevada Supreme court which stated:

12 It is a rule of almost general acceptance that, where confidential relations between  
13 parent and child are shown to have existed and where a conveyance of property is made  
14 by the weaker to the dominant party, a presumption arises that the conveyance was  
15 obtained through the undue influence of the dominant party, and the burden is on the  
16 person claiming, under such a conveyance, to show that the transaction was bona fide. \*  
17 \* \*

18 And particularly should the presumption be indulged in in this case, where the  
19 conveyances were without consideration and where their effect was to deprive the other  
20 children of Robert O. Walters [the decedent] of their equal share in their father's estate.<sup>94</sup>

21 In addition to being caregivers, the Former Trustees maintained a confidential fiduciary  
22 relationship with Nancy based on their access to and control of Nancy's financial accounts. The  
23 Former Trustees were given access to Nancy's account for the limited purpose of helping Nancy  
24  
25  
26  
27

28 <sup>92</sup> See Beneficiary Change attached hereto and incorporated herein as Exhibit S.

<sup>93</sup> *Id.*

<sup>94</sup> *Schmidt v. Merriweather*, 82 Nev. 372, 376, 418 P.2d 991, 993-994, 1966 Nev. LEXIS 264, \*5-6 (Nev. 1966)

1 pay her bills.<sup>95</sup> This placed Former Trustees in a position of trust and imposed fiduciary duties  
2 upon them.<sup>96</sup>

3 They were also provided with the authority to make decisions on both the Trustors'  
4 behalf under powers of attorney executed on the same day as the Trust. Nancy was unaware  
5 that the Former Trustees were attempting to take her husband's life insurance proceeds and  
6 retirement funds thereby excluding her from receiving the same. Raymond Jr. has already taken  
7 a portion of Raymond Sr.'s life insurance money.<sup>97</sup> It is unknown whether Susan or Rosemary  
8 have done the same.

10 Notably, the power of attorney specifically and explicitly prevents them from taking  
11 actions against the Trustors. The language in the Power of Attorney for Financial Decisions  
12 specifically states:

14 An agent that is not my spouse MAY NOT use my property to benefit the agent or a  
15 person to whom the person owes an obligation of support unless I have include that  
16 authority in the Special Instructions<sup>98</sup>

17 During the time that the Former Trustees were acting as the attorney in fact of the Trustors,  
18 which is a fiduciary relationship, the Former Trustees benefited from several transactions. This  
19 triggers the presumption of undue influence under common law.

20 The Former Trustees have benefited from their actions in defiance of Nancy's rights and  
21 the plain language of the Power of Attorney for Financial Decisions. The Former Trustees  
22 frequently took money from Nancy's bank account for their personal benefit and thereafter,  
23

24  
25  
26 <sup>95</sup> Nancy is currently in the process of obtaining her bank records to show the joint ownership on her accounts with  
the Former Trustees and the emptying of her account after Raymond Sr. died.

27 <sup>96</sup> *Lopez v. Corral*, 2010 Nev. LEXIS 69 (Nev. 2010) citing *Powers v. United Servs. Auto. Ass'n*, 114 Nev. 690,  
700, 962 P.2d 596, 602 (1998) (Under Nevada law, "[a] fiduciary relationship exists when one has the right to  
expect trust and confidence in the integrity and fidelity of another.")

28 <sup>97</sup> See Exhibit P.

<sup>98</sup> See Page 4, paragraph 6 of Power of Attorney for Financial Decisions, attached hereto and incorporated herein as  
Exhibit T.

1 from the Trust account or Raymond Sr's life insurance or retirement accounts for their own  
2 personal benefit.

3 In summary, the Former Trustees had two separate confidential, fiduciary relationships  
4 with Nancy, namely that of agent and attorney in fact. They used these dominant positions to  
5 exert undue influence over the weaker parties, Nancy and Raymond Sr. Therefore, the  
6 presumption of undue influence is against them.  
7

8 iv. The Former Trustees must show by clear and convincing evidence that undue  
9 influence did not exist.

10 Under both statute and common law, when a party makes a prima facie showing that the  
11 presumption applies, the burden shifts to the defendant to show by clear and convincing  
12 evidence that there was no actual undue influence applied to the devise.<sup>99</sup> As briefed above,  
13 there are several separate ways to apply a presumption of undue influence against the Former  
14 Trustees.  
15

16 Under statute, the Former Trustees caregiving relationship to the Trustors triggers the  
17 presumption. There is also a presumption because the Former Trustees admittedly participated  
18 in the formulation of the material terms of the Trust. They also participated in the procurement  
19 and drafting of the change in beneficiary on Nancy's husband's retirement accounts. Lastly,  
20 there is also another presumption against the Former Trustees because of the confidential and  
21 fiduciary relationship they had with the Trustor and they benefited from the questioned  
22 transactions. Therefore, the Former Trustees must show by clear and convincing evidence that  
23 there was no actual undue influence applied to the testamentary dispositions in the Trust. The  
24 Former Trustees will be unable to provide clear and convincing evidence, sufficient to rebut this  
25  
26  
27

---

28 <sup>99</sup> *Caraveo v. Perez (In re Estate of Bethurem)*, 313 P.3d 237, 241, (Nev. 2013). See also NRS 155.0975(3) See also NRS 155.097(3).

1 presumption, therefore, Nancy and Mr. Reason request this Court invalidate all transfers to the  
2 Former Trustees as the product of undue influence.

3 **F. IMMEDIATE DELIVERY OF TRUST ASSETS: The Former Trustees should be**  
4 **ordered to immediately deliver all Trust assets to the new Trustee, Monte Reason.**

5 By order dated October 31, 2017 the court froze all trust assets.<sup>100</sup> While this is helpful  
6 to prevent the continued, unauthorized disposal of Trust assets by the Former Trustees, it also  
7 prevents the proper and authorized control and administration of the Trust by the Trustee of the  
8 Trust. The Former Trustees have provided no legal or factual basis to justify their retention of  
9 the Trust assets nor have they provided any legal or factual basis to justify an order preventing  
10 the new Trustee to control and administer the Trust pursuant to its terms. Therefore, Nancy and  
11 Mr. Reason respectfully request an order from this court for the immediate delivery of any and  
12 all Trust assets to Mr. Reason as Trustee of the Trust, and for an order unfreezing the assets  
13 upon as to Mr. Reason so that the Trust can be administered appropriately during the pendency  
14 of this litigation.  
15  
16

17 **G. CONSTRUCTIVE TRUST: The remedy of a constructive trust should be provided**  
18 **for any and all funds taken or received by the Former Trustees which funds were**  
19 **derived from the Trust, or any account or asset owned by either Trustor or jointly**  
20 **by both Trustors**

21 The Nevada Supreme Court has held that a “constructive trust will arise whenever the  
22 circumstances under which property was acquired makes it inequitable that it should be retained  
23 by him who holds the legal title, as against another, provided some confidential relationship  
24 exists between the two and provided the raising of the trust is necessary to prevent a failure of  
25 justice.”<sup>101</sup> A constructive trust is appropriate where: 1) there existed a confidential relationship  
26 between the parties; 2) the circumstances under which property was acquired make retention by  
27

28  

---

<sup>100</sup> See Court order filed October 31, 2017.

1 the party holding legal title inequitable; and 3) the constructive trust is necessary to prevent a  
2 failure of justice.

3  
4 As stated above, the Trustees have properly demonstrated that Former Trustees had a  
5 confidential fiduciary relationship towards Nancy based on their role as caregiver, their access  
6 to Nancy's financial accounts and their actions under a power of attorney. Therefore, the proper  
7 remedy to preserve Nancy's assets is to impose a constructive trust over the retirement account  
8 proceeds that were wrongfully taken from Nancy as set forth below:

9  
10 i. Former Trustees' retention of Trust property and personal property would be inequitable.

11 As detailed above, the Former Trustees have breached their duties as fiduciaries to  
12 Nancy and converted Trust property and Nancy's property through forgery, fraud, undue  
13 influence, and/or duress. They caused Nancy to sign a document which effectively eliminated  
14 her as beneficiary under Raymond Sr.'s retirement accounts through fraud, undue influence,  
15 duress, and possibly the use of a power of attorney. From the accounting provided on October  
16 25, 2017, at least \$160,926.40 was taken from the Oxford Life Insurance Account. In short,  
17 Nancy is currently the legal owner of the funds taken from Raymond Sr.'s retirement accounts  
18 or insurance policies. The circumstances whereby Former Trustees obtained these funds make  
19 their retention of such funds inequitable.

22 ii. The constructive trust is necessary to prevent a failure of justice.

23  
24 Essentially, without the imposition of a constructive trust, Former Trustees will be able  
25 to avoid paying restitution for the conversion and fraudulent transfers of Trust assets and  
26 Nancy's assets. Allowing Former Trustees to retain the funds he has converted would constitute  
27 a failure of justice. Therefore, the Trustees respectfully request that this court impose a  
28

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<sup>101</sup> *Schmidt v. Merriweather*, 82 Nev. 372, 375, 418 P.2d 991, 993, 1966 Nev. LEXIS 264, \*4 (Nev. 1966)

1 constructive trust on the retirement account and life insurance proceeds received from Raymond  
2 Sr., and any other account or asset shown to have been purchased with the money from Nancy's  
3 assets. Nancy requests that the court impose a constructive trust on any bank account wherein  
4 Former Trustees deposited any amount of money belonging to her.  
5

6  
7 **III. Conclusion and Requested Relief:**

8 Based on the foregoing points and authorities, Nancy and Mr. Reason request the Court  
9 do the following:  
10

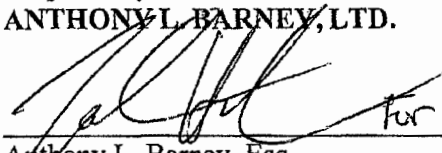
- 11 A. Deny the Former Trustees' Petition in its entirety;
- 12 B. Find that Former Trustees breached their fiduciary duties to Nancy during their tenures  
13 as trustees;
- 14 C. Find that Former Trustees converted Trust assets, Trust funds and Nancy's funds;
- 15 D. Find that Former Trustees engaged in fraudulent transfers of Trust assets, Trust funds,  
16 and Nancy's funds;
- 17 E. Allow the Trustees to present further evidence regarding other amounts believed to have  
18 been converted by Former Trustees;
- 19 F. Allow the Trustees to amend their claim to include other causes of action including but  
20 not limited to forgery, fraud, and larceny;
- 21 G. Find that Former Trustees are subject to the presumption of undue influence and must  
22 provide clear and convincing evidence that all transfer instruments transferring asset or  
23 beneficial interests to them was not procured through undue influence or that any alleged  
24 *inter-vivos* transfer was not the product of undue influence;  
25  
26  
27  
28




- 1 H. Invalidate all transfers to the Former Trustees as a product of undue influence;  
2 I. Order the immediate delivery of all Trust assets to Monte Reason as Trustee of the Trust  
3 to be administered under the terms of the Trust;  
4 J. Impose a constructive trust on Nancy's funds from Raymond Sr.'s retirement accounts  
5 and life insurance policies; and  
6 K. Award any other relief in Nancy or the Trust's favor as this court deems necessary and  
7 proper.  
8

9 DATED this 9<sup>th</sup> day of November, 2017.  
10

11 Respectfully Submitted,  
12 ANTHONY L. BARNEY, LTD.

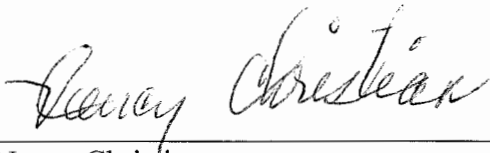
13   
14 Anthony L. Barney, Esq.  
15 NV State Bar No. 8366  
16 3317 Charleston Boulevard, Suite B  
17 Las Vegas, NV 89102-1835  
18 Telephone: (702) 438-7878  
19 Facsimile: (702) 259-1116  
20 Attorney for Nancy Christian, Trustor

21   
22 JOSEPH J. POWELL, ESQ.  
23 1707 Village Center Circle, Suite 150  
24 Las Vegas, NV 89134  
25 Telephone: (702) 255-4552  
26 joey@rlklegal.com  
27 Attorneys for Monte Reason, Trustee  
28

**VERIFICATION**

I, Nancy Christian, hereby declare under penalty of perjury that I have read the above and foregoing JOINT OBJECTION TO PETITION TO ASSUME JURISDICTION OF TRUST; CONFIRM TRUSTEES; INSTRUCTIONS, ETC. AND JOINT COUNTERPETITION TO ASSUME IN REM JURISDICTION OF THE TRUST, TO CONFIRM TRUSTEE, TO FIND BREACH OF FIDUCIARY DUTY, CONVERSION, AND FRAUD AGAINST FORMER TRUSTEES, TO INVALIDATE ALL TRANSFERS TO THE FORMER TRUSTEES AS THE PRODUCT OF UNDUE INFLUENCE, TO ORDER THE IMMEDIATE DELIVERY OF TRUST ASSETS, AND TO IMPOSE A CONSTRUCTIVE TRUST ("Objection and Counterpetition") and know the contents thereof. I am informed and believe the contents stated in the Objection and Counterpetition and upon the basis of such information and belief allege the same to be true.


DATED this 7<sup>th</sup> day of November, 2017.

  
\_\_\_\_\_  
Nancy Christian

**VERIFICATION**

I, Monte Reason, hereby declare under penalty of perjury that I have read the above and foregoing JOINT OBJECTION TO PETITION TO ASSUME JURISDICTION OF TRUST; CONFIRM TRUSTEES; INSTRUCTIONS, ETC. AND JOINT COUNTERPETITION TO ASSUME IN REM JURISDICTION OF THE TRUST, TO CONFIRM TRUSTEE, TO FIND BREACH OF FIDUCIARY DUTY, CONVERSION, AND FRAUD AGAINST FORMER TRUSTEES, TO INVALIDATE ALL TRANSFERS TO THE FORMER TRUSTEES AS THE PRODUCT OF UNDUE INFLUENCE, TO ORDER THE IMMEDIATE DELIVERY OF TRUST ASSETS, AND TO IMPOSE A CONSTRUCTIVE TRUST ("Objection and Counterpetition") and know the contents thereof. I am informed and believe the contents stated in the Objection and Counterpetition and upon the basis of such information and belief allege the same to be true.

DATED this \_\_\_\_ day of November, 2017.

  
\_\_\_\_\_  
Monte Reason

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Cary Colt Payne, Esq.  
Cary Colt Payne, Chtd.  
700 S. 8<sup>th</sup> St.  
Las Vegas, NV 89101  
*Attorney for Susan Christian-Payne,  
Rosemary Keach and Raymond Christian, Jr.*

21  
22  
23  
24  
25  
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27  
28

# **EXHIBIT A**

1 ANTHONY L. BARNEY, ESQ.  
NV State Bar No. 8366  
2 TIFFANY S. BARNEY, ESQ.  
NV State Bar No. 9754  
3 ZACHARY D. HOLYOAK, ESQ.  
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6 Telephone: (702) 438-7878  
7 Facsimile: (702) 259-1116  
8 E-Mail: office@anthonybarney.com  
*Attorneys for Nancy Christian*

9  
10 **EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 In the Matter of the

13 THE CHRISTIAN FAMILY TRUST

Case Number: P-17-092512-T  
Dept.: (PC-1) S

14 Dated October 11, 2016

15 **DECLARATION OF JACQUELINE UTKIN**

16  
17 I, Jacqueline Utkin under penalty of perjury, declare as follows:

- 18 1. I am a resident of the State of Hawaii and over the age of eighteen.  
19 2. I am a retired Principal with the Miami Dade School District.  
20 3. This Declaration is made and based on my own personal knowledge, except that  
21 which is stated on information and belief; and, if called to testify, I could  
22 competently do so.  
23 4. I am Nancy Christian's ("Nancy") sister-in-law; Raymond T. Cristian, Sr.,  
24 ("Tyrone") is my brother.  
25 5. Susan Christian-Payne ("Susan"), and Rosemary Keach ("Rosemary") are my nieces  
26 and Raymond Christian, Jr., ("Raymond, Jr.") is my nephew.  
27  
28

- 1 6. I have known Nancy ever since she married my brother, Tyrone the first time,  
2 approximately 55 years ago.
- 3 7. Even after Nancy and Tyrone divorced, I stayed in contact with Nancy.
- 4 8. I spoke to Nancy frequently during the events described herein and I continue to  
5 speak to her frequently.
- 6 9. I have personal knowledge that both Nancy and Tyrone were diabetic, but that  
7 Nancy was very careful to prepare only diabetic friendly meals for herself and her  
8 husband.
- 9 10. I spoke to Tyrone frequently before his last months of life, and as often as I could  
10 during his last months of life.
- 11 11. I have always admired Nancy as a wonderful human being, and an amazing wife and  
12 mother.
- 13 12. I have always known Nancy to be honest and have found her to have unimpeachable  
14 integrity.
- 15 13. I noticed that as Tyrone and Nancy aged, Susan, Rosemary, and Raymond Jr.,  
16 (collectively referred to as the "Siblings") became estranged from them, through no  
17 fault of Nancy or Tyrone.
- 18 14. I am personally aware that for nearly three years prior to Tyrone's last hospital stay,  
19 the Siblings had virtually no contact with Nancy or Tyrone.
- 20 15. During this three-year period, only Nancy's son Monte would check on Nancy and  
21 Tyrone and help them with their needs.
- 22 16. Shortly before October 2016, Tyrone was admitted to the ICU with serious health  
23 problems.
- 24  
25  
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28

- 1 17. After his release, Tyrone was bedridden and sometimes barely conscious.
- 2 18. Nancy was also physically weakened by the whole ordeal.
- 3 19. Sensing their opportunity to seize control of Nancy and Tyrone's assets, the Siblings
- 4 roared back into Nancy and Tyrone's life.
- 5
- 6 20. The Siblings quickly wrested control of Tyrone's care away from Nancy, and
- 7 secured control of Nancy and Tyrone's finances.
- 8
- 9 21. The Siblings took Nancy's driver's license and sold her car.
- 10 22. They also began isolating Nancy and Tyrone from family and friends.
- 11 23. Specifically, I was frequently prevented from speaking to Nancy and Tyrone during
- 12 the Siblings reign as caregivers.
- 13 24. During the occasions when I was able to speak with Nancy, I would frequently hear
- 14 the Siblings, usually Susan screaming at Tyrone or Nancy.
- 15 25. The Siblings would frequently curse at their parents and demand information about
- 16 "the money."
- 17
- 18 26. I was very alarmed at this because I believed it to be abusive, I expressed my alarm
- 19 to Tyrone, who seemed embarrassed and told me that he felt helpless.
- 20 27. I know of other family members who were also prevented from speaking to Nancy
- 21 and Tyrone during this period.
- 22
- 23 28. I know that the Siblings excluded Nancy in much of the decision making regarding
- 24 Tyrone's daily care as well as other decision.
- 25 29. I am also aware that during the time that the Siblings were supposed to be caring for
- 26 Nancy and Tyrone, their health deteriorated.
- 27
- 28 30. I believe this was due to the poor treatment provided by the Siblings.



- 1 31. I know that Nancy's hearing aid was taken from her and that her medication was  
2 frequently withheld or unfilled by the Siblings.
- 3 32. I also know that the Siblings did not provide diabetic friendly food to either Tyrone  
4 or Nancy.
- 5 33. Nancy expressed to me that she was depressed and heart-sick over the way the  
6 Siblings were treating her and Tyrone.
- 7 34. Nancy relayed an instance to me when she was forced, by the Siblings, to take an  
8 unknown pill which made her sleep all day long.
- 9 35. I know of other instances when the Siblings tried to feed Nancy food which would  
10 have been very detrimental for her to eat as a diabetic.
- 11 36. The Siblings would yell at Nancy and curse at her for refusing to eat the unhealthy  
12 food they were trying to force upon her.
- 13 37. One such instance led to Nancy being kicked out of the home by the Siblings.
- 14 38. Around Christmas time, Nancy refused to eat the rich Italian food purchased by the  
15 siblings, this led to verbal abuse and eventually the Siblings physically removed  
16 Nancy from her Home.
- 17 39. They dropped her off at the Condo where Monte lives and left her there.
- 18 40. Sometime later, the siblings removed Nancy from the Condo where Monte lives only  
19 to kick her out of the home shortly before Tyrone's death.
- 20 41. Nancy was not invited to or even made aware of any funeral services for her  
21 husband.
- 22 42. The Siblings spent Trust money to travel to California, to rent an extravagant beach  
23 house, and to even enjoy a cruise when Tyrone passed away.
- 24  
25  
26  
27  
28

1 43. I know this because Tommy Christian, posted a tour of the beach house on Facebook  
2 and indicated that the Siblings were celebrating their Father's passing.

3 44. Although the Trust is for her benefit, I am aware that the Siblings have refused to  
4 provide Nancy with any money from the Trust, yet they have spent Trust money  
5 extravagantly for their own benefit.  
6

7 45. When Nancy was kicked out of the home by the Siblings, for the first time, Raymond  
8 Jr. expressed his desire that she go and die already and told her that he will "piss on  
9 her grave."  
10

11 46. I was appalled by this particular event, but I was also relieved that Nancy was away  
12 from the Siblings and their abusive behavior.

13 47. I know that Nancy's health has improved dramatically since moving in with her son  
14 Monte.  
15

16 48. I know that Monte is caring and kind to Nancy and that she is much happier with him  
17 than with the Siblings.

18 49. I also know from my conversations with Nancy that she does not Trust the Siblings  
19 and believes that they hastened Tyrone's death and that they were attempting to  
20 hasten her death as well.  
21

22 50. In the weeks leading up to his death, Tyrone expressed to me his fear that the  
23 Siblings were "cheating" him and Nancy.

24 51. He relayed to me a specific story about a large sum of money being taken from his  
25 pockets by Susan while he was in bed.  
26

27 52. He further expressed fear that the Siblings would harm Nancy, emotionally,  
28 financially, or physically, and that he was too weak to do anything to help her.

1 53. Based on my conversations with Tyrone, I am concerned that Tyrone was  
2 manipulated or threatened to put the Siblings in charge of the Trust.  
3  
4 54. Tyrone made me promise to help Nancy after his death and to try to prevent the  
5 abuse and exploitation of Nancy by the Siblings.  
6  
7 55. Based on these concerns expressed by my brother, I severed all ties to the Siblings,  
8 and told Nancy to contact her Attorney at the time, David Grant.  
9  
10 56. I understand that Nancy contacted Mr. Grant who spoke to Susan.  
11  
12 57. Shortly thereafter, Nancy informed me that Mr. Grant had refused to represent  
13 Nancy going forward.  
14  
15 58. This was deeply concerning to me.  
16  
17 59. Nancy hired Tiffany Barney, Esq., who has been helping to protect her from the  
18 abuse and harassment perpetrated by the Siblings.  
19  
20 60. I know that Nancy asked for a monthly stipend from the Trust because her current  
21 income outside the Trust is below the poverty level.  
22  
23 61. I also know that the Siblings refused to provide Nancy with a single cent from the  
24 Trust.  
25  
26 62. I know that the Siblings showed up to Nancy's condo and took her away from the  
27 home.  
28  
63. They tried to force her to fire her new attorney and move into an assisted living  
facility.  
64. Thankfully, Nancy's health was dramatically better than when she was previously  
under the Sibling's care, and she had the mental and physical strength to refuse the  
Sibling's demands.

1 65. Nancy told me that the Siblings explained that they would not provide her a monthly  
2 stipend because it would diminish their shares when she passed away.  
3  
4 66. After Nancy escaped the Siblings attempt to force her into an assisted living facility,  
5 I know that Nancy exercised her right to remove the Siblings from the Trust on or  
6 around June 2017.  
7  
8 67. I know that, despite his past mistakes, Nancy made Monte the new Trustee because  
9 she trusts Monte and has been completely devastated by the Siblings and their  
10 actions.  
11  
12 68. I also know that Nancy spoke to another attorney about this change in trustee.  
13  
14 69. I know that Raymond Jr. is currently residing in the Trust owned home without  
15 paying rent to the Trust.  
16  
17 70. I also know that the Siblings have refused to turn over the assets belonging to the  
18 Trust despite their removal as Trustees.  
19  
20 71. I have tried to avoid making public much of the information contained herein  
21 because I know that Nancy is embarrassed by the actions of her children – the  
22 Siblings – and what they have done to her and Tyrone.  
23  
24 72. However, given the abuse detailed herein and the continued abuse by the Siblings  
25 through the litigation they are now pursuing, and in order to keep the promise I made  
26 to my brother, I am providing this declaration to ensure that Nancy is not subject to  
27 continued abuse and exploitation.  
28  
73. Much of my knowledge is based on my conversations with Nancy and Tyrone which  
took place contemporaneously to the events described therein.

1 74. I have no reason to doubt the truthfulness of either Nancy's or Tyrone's statements  
2 to me

3 75 I request that I be able to testify by telephonic or video conference at any hearing  
4 where my testimony may be needed.

5 Executed on this 17 day of October 2017  
6

7   
8 Jacqueline Utkin  
9

# **EXHIBIT B**

**RAYMOND T CHRISTIAN**  
1060 DANCING VINES AVE  
LAS VEGAS, NV 89183-6320

1469

94-7074/3212 7126  
2417028780

10-6-2016

Date

Pay to the  
Order of

Grant Morris Dodds \$2,200.00  
Two Thousand And Two hundred dollars and <sup>no</sup>/<sub>100</sub> Dollars

Security  
Features  
Details on  
Back

WELLS FARGO

Wells Fargo Bank, N.A.  
Nevada  
wellsfargo.com

For

Attorney

Raymond Christian

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PAY TO THE ORDER OF  
BANK OF NEVADA  
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FOR DEPOSIT ONLY  
GRANT MORRIS DODDS, PLLC  
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REQUEST 00006989910000000 2200.00  
ROLL ECIA 20161007 000008314526083  
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REQUESTOR U540701  
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Summons and Subpoenas Department  
S4001-01F  
Phoenix AZ 85038

# **EXHIBIT C**



**SUBMITTED IN CAMERA**

# **EXHIBIT D**

1 ANTHONY L. BARNEY, ESQ.  
NV State Bar No. 8366  
2 TIFFANY S. BARNEY, ESQ.  
NV State Bar No. 9754  
3 ZACHARY D. HOLYOAK, ESQ.  
NV State Bar No. 14217  
4 ANTHONY L. BARNEY, LTD.  
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8 E-Mail: office@anthonybarney.com  
*Attorneys for Nancy Christian*

9  
10 **EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 In the Matter of the

Case Number: P-17-092512-T

13 THE CHRISTIAN FAMILY TRUST

Dept.: (PC-1) S

14 Dated October 11, 2016

15 **DECLARATION OF RAYMOND IOKIA**

16  
17 I, Raymond Iokia under penalty of perjury, declare as follows:

- 18 1. I am a Nevada Resident and over the age of eighteen.
- 19 2. This Declaration is made and based on my own personal knowledge, except that
- 20 which is stated on information and belief; and, if called to testify, I could
- 21 competently do so.
- 22 3. I am Nancy Christian's ("Nancy") nephew.
- 23 4. Susan Christian-Payne ("Susan"), Rosemary Keach ("Rosemary"), Raymond
- 24 Christian, Jr., ("Raymond, Jr."), and Monte Reason ("Monte") are my cousins.
- 25 5. I lived in the home located at 2848 Bluff Point Dr., Las Vegas, NV 89134
- 26 ("Residence").
- 27
- 28

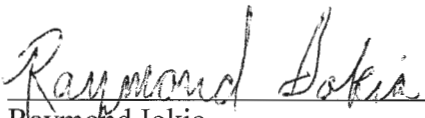
- 1 6. I was later informed that the Residence is an asset of the Christian Family Trust  
2 dated October 11, 2016 ("Trust").
- 3 7. At the time I lived in the Residence, I was unaware that it was an asset of the Trust  
4 because Raymond Jr., always referred to the Residence as "his home."
- 5 8. During the time I lived with Raymond Jr. I frequently overheard Susan, Rosemary,  
6 and Raymond yell at Nancy.
- 7 9. I am aware that Nancy was in poor health during the time Susan, Rosemary, and  
8 Raymond Jr. were taking care of her and my uncle Raymond T. Christian, Sr.  
9 ("Raymond Sr.").
- 10 10. I witnessed Susan, Rosemary, and Raymond Jr. kick Nancy, who was still in poor  
11 health, out of the Residence.
- 12 11. Specifically, I remember hearing Raymond Jr. tell his mother that "I wish you were  
13 dead already," and tell her to "just go and die."
- 14 12. I am aware that Susan, Rosemary, and Raymond Jr. isolated Nancy and her husband  
15 from much of their family by preventing personal visits and telephone calls.
- 16 13. At one point after Nancy's husband died, Susan, Rosemary, and Raymond Jr.  
17 attempted to force Nancy to live in an assisted living facility, which Nancy  
18 adamantly refused to do.
- 19 14. After Nancy was kicked out of the Residence and sent to live with Monte Reason,  
20 her health dramatically improved, which I believe is a result of the care and attention  
21 provided to her by Monte, which care and attention was denied her under the care of  
22 Susan, Rosemary, and Raymond Jr.
- 23  
24  
25  
26  
27  
28

- 1 15. I am aware, based on conversations I overheard, and statements made to me, that  
2 Susan, Rosemary, and Raymond Jr. did not want to give Nancy any money from the  
3 Trust because they wanted to save it for themselves.  
4
- 5 16. I am also aware that Susan, Rosemary, and Raymond Jr. received substantial  
6 amounts of money from the Trust, and used Trust money to take at least one  
7 extravagant vacation where they rented a beach house, which I understand cost  
8 \$5,000.00 per week.  
9
- 10 17. I have heard rumors that Susan, Rosemary, and/or Raymond Jr. contributed to the  
11 death of Nancy's husband.  
12
- 13 18. Although I have no physical evidence to support these rumors, I believe they may be  
14 true.  
15
- 16 19. Nancy's husband was immediately cremated after his death, and before Nancy was  
17 informed that he had passed.  
18
- 19 20. The location of the remains of Raymond Sr. are unknown to any person other than  
20 Susan, Rosemary, and Raymond, Jr.  
21
- 22 21. I visit Nancy as often as I can; during nearly every visit, she expresses her belief that  
23 Susan, Rosemary, and/or Raymond Jr. purposely fed Raymond Sr. foods which he  
24 was prohibited from eating as a diabetic.  
25
- 26 22. Nancy believes Susan, Rosemary and Raymond Jr. did this to speed up Raymond  
27 Sr.'s passing.  
28
23. I have always known Nancy to be an honest woman, and a good mother and wife.  
24. She has been a great aunt to me.

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25. I have no reason to doubt any of statements Nancy has made to me regarding the  
treatment that she or Raymond Sr. received from Susan, Rosemary and Raymond Jr.

Executed on this \_\_\_\_ day of October 2017

  
Raymond Iokia

# **EXHIBIT E**





# **EXHIBIT F**



# **EXHIBIT G**

2

Inst #: 20170612-0001212  
Fees: \$18.00  
N/C Fee: \$0.00  
06/12/2017 11:47:46 AM  
Receipt #: 3109688  
Requestor:  
ANTHONY BARNEY LTD  
Recorded By: DROY Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**RECORDING REQUESTED BY:**

Anthony L. Barney, Ltd.  
3317 W. Charleston Blvd, Suite B  
Las Vegas, NV 89102

**Mail recorded declaration to:**

Nancy Christian, Trustor of the Christian Family Trust  
dated October 11, 2016  
304 Orland St., #39  
Las Vegas, NV 89107

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MODIFICATION AND DESIGNATION OF TRUSTEE AND  
SUCCESSOR TRUSTEE**

LET IT BE KNOWN THAT:

I, Nancy Christian, Trustor of the Christian Family Trust dated October 11, 2016 (hereinafter "Trustor"), do hereby certify, designate, and declare as follows:

1. I am the Trustor of the Christian Family Trust dated October 11, 2016 ("Trust") as stated in Declaration of the Trust Agreement.

2. Pursuant to Section 9.3 of the Trust, the Trustor has the power to change the Trustee or Successor Trustee of the Trust by an instrument in writing signed by the surviving Trustor and delivered to the Trustee.

3. I hereby revoke all of my prior designations of Trustees of the Trust that were created, filed, recorded and/or executed prior to this date in whatever form they may exist (e.g. written, oral, by affidavit, by declaration or otherwise).

4. In accordance with Section 9.3 of the Trust, I now hereby designate the following individual(s) to serve as current Trustee and/or Successor Trustee of the Trust in the following order:

- 1) MONTE BRIAN REASON; otherwise,
- 2) WELLS FARGO BANK.

5. MONTE BRIAN REASON, as designated Trustee shall be empowered to act pursuant to the Trust provisions and, if appropriate, filing with the Recorder of each county in which Trust real property is located a Certificate of Incumbency or similar instrument thereto. The Certificate of Incumbency shall contain a statement setting forth

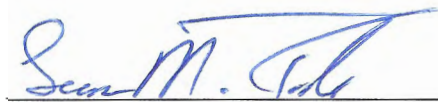
NOTARY PUBLIC

# **EXHIBIT H**

CERTIFICATE OF INDEPENDENT REVIEW

I, Sean M. Tanko, Esq., have reviewed the Modification and Designation of Trustee and Successor Trustee ("Instrument") and have counseled my client, Nancy Christian, on the nature and consequences of the change in Trustee to Monte Brian Reason and, thereafter, Wells Fargo Bank contained in the Instrument. I am disassociated from the interests of Nancy Christian to the extent that I am in a position to advise my client independently, impartially and confidentially as to the consequences and effect of the Instrument. On the basis of this counsel, I conclude that the Instrument that others might deem invalid pursuant to NRS 155.097 are valid because the Instrument is not the product of fraud, duress or undue influence.

DATED this 6<sup>th</sup> day of June, 2017.



Sean M. Tanko, Esq.  
Nevada State Bar No. 8904

# **EXHIBIT I**



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

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

**Zachary Holyoak, J.D.**  
Attorney at Law  
Licensed in Nevada

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

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

**Neva Liebe**  
Administrative Assistant

**Website Address**  
[www.anthonybarney.com](http://www.anthonybarney.com)

**E-mail Address**  
[office@anthonybarney.com](mailto:office@anthonybarney.com)

June 13, 2017

Cary Colt Payne, Esq.  
CARY COLT PAYNE, CHTD.  
700 S. Eighth Street  
Las Vegas, NV 89101

Re: Christian Family Trust dated October 11, 2016 ("Trust")  
Our Client: Nancy Christian, Trustor and Survivor of the Trust

VIA US FIRST CLASS MAIL AND EMAIL

Dear Mr. Payne,

We are in receipt of the documents provided by the former trustees of the Trust. My client hereby reserves her right to address and/or object to what appears to be the inappropriate use of Trust funds for the former trustees' personal expenses and vacations.

Please be on notice that our client has exercised her right under Provision 9.3 of the Trust to change the trustee of her trust. Please find enclosed the Modification and Designation of Trustee and Successor Trustee of the Trust ("Modification and Designation"), which makes this change. The recorded Modification and Designation of Trustee and Successor Trustee of the Trust is attached hereto as Attachment 1. Please be on further notice that she has also obtained an independent attorney review of the Modification and Designation to certify that she was not under any undue influence when the document was executed.

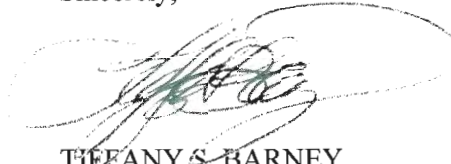
Therefore, we are putting your clients on notice that they are to immediately safeguard and retain all trust property, cease any further use of Trust funds for any purposes, and promptly turn over the Trust funds to the newly designated trustee. A Certificate of Incumbency will shortly follow. If such funds are not provided, our client will request that the court take jurisdiction over the trust and the newly designated trustee, and request that your client turn over the trust funds by court order.

Please be further advised that we reserve the right to bring all remedies under law that are available to our client for any malfeasance or bad acts by the former trustees.

This includes all past and present actions, as well as future actions taken by the former trustees after the date of this correspondence.

If you have any further questions, please feel to contact my office. Thank you for your anticipated cooperation in this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Tiffany S. Barney', is written over a faint, circular, dotted-line background.

TIFFANY S. BARNEY  
Attorney at Law  
[tiffany@anthonybarney.com](mailto:tiffany@anthonybarney.com)

Encl: Modification and Designation of Trustee and Successor Trustee

# **Attachment 1**

2

Inst #: 20170612-0001212  
Fees: \$18.00  
N/C Fee: \$0.00  
06/12/2017 11:47:46 AM  
Receipt #: 3109688  
Requestor:  
ANTHONY BARNEY LTD  
Recorded By: DROY Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**RECORDING REQUESTED BY:**

Anthony L. Barney, Ltd.  
3317 W. Charleston Blvd, Suite B  
Las Vegas, NV 89102

**Mail recorded declaration to:**

Nancy Christian, Trustor of the Christian Family Trust  
dated October 11, 2016  
304 Orland St., #39  
Las Vegas, NV 89107

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MODIFICATION AND DESIGNATION OF TRUSTEE AND  
SUCCESSOR TRUSTEE**

**LET IT BE KNOWN THAT:**

I, Nancy Christian, Trustor of the Christian Family Trust dated October 11, 2016 (hereinafter "Trustor"), do hereby certify, designate, and declare as follows:

1. I am the Trustor of the Christian Family Trust dated October 11, 2016 ("Trust") as stated in Declaration of the Trust Agreement.

2. Pursuant to Section 9.3 of the Trust, the Trustor has the power to change the Trustee or Successor Trustee of the Trust by an instrument in writing signed by the surviving Trustor and delivered to the Trustee.

3. I hereby revoke all of my prior designations of Trustees of the Trust that were created, filed, recorded and/or executed prior to this date in whatever form they may exist (e.g. written, oral, by affidavit, by declaration or otherwise).

4. In accordance with Section 9.3 of the Trust, I now hereby designate the following individual(s) to serve as current Trustee and/or Successor Trustee of the Trust in the following order:

- 1) MONTE BRIAN REASON; otherwise,
- 2) WELLS FARGO BANK.

5. MONTE BRIAN REASON, as designated Trustee shall be empowered to act pursuant to the Trust provisions and, if appropriate, filing with the Recorder of each county in which Trust real property is located a Certificate of Incumbency or similar instrument thereto. The Certificate of Incumbency shall contain a statement setting forth

6. In the event that MONTE BRIAN REASON is unable or unwilling to serve as the designated Trustee, then WELLS FARGO BANK, as designated Successor Trustee shall be empowered to act pursuant to the Trust provisions and, if appropriate, filing with the Recorder of each county in which Trust real property is located a Certificate of Incumbency or similar instrument thereto. The Certificate of Incumbency shall contain a statement setting forth the circumstances and Trust provisions that entitle the Trustee to act and a declaration that the successor trustee agrees to be bound by the terms of the Trust and agrees to perform the duties of the trustee as required therein and by law.

8. Pursuant to NRS 53.045, I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Racey Christian

STATE OF NEVADA                         }  
                                                        }ss.  
COUNTY OF CLARK                         }

Notary Public  
**NEVA LIEBE**  
STATE OF NEVADA - COUNTY OF CLARK  
MY APPOINTMENT EXP. SEPT. 8, 2020  
No: 05-94934-1

Nova Label

NOTARY PUBLIC

# **EXHIBIT J**

## Anthony L. Barney

---

**From:** Tiffany Barney <tiffany@anthonybarney.com>  
**Sent:** Thursday, November 9, 2017 4:53 PM  
**To:** 'Zachary Holyoak'  
**Subject:** FW: Christian Family Trust

**From:** Tiffany Barney [mailto:tiffany@anthonybarney.com]  
**Sent:** Wednesday, June 21, 2017 9:42 AM  
**To:** 'Cary Colt Payne, Esq.'  
**Cc:** Anthony Barney; Secretary  
**Subject:** Christian Family Trust

Dear Mr. Payne –

As a follow up to my letter dated June 13, 2017, I wanted to alert you that Monte Reason has hired the Rushforth Firm to represent him as successor trustee of the Christian Family Trust. I was recently contacted by Joey Powell who indicated that they will be providing me with a Certificate of Incumbency shortly.

Again, please have your client's safeguard the trust funds and assets until such event occurs. I will provide you with the Certificate of Incumbency as soon as it is received.

Sincerely,

Tiffany S. Barney

Attorney at Law

Anthony L. Barney, Ltd.

3317 W. Charleston Blvd., Suite B

Las Vegas, NV 89102-1835

O: 702-438-7878

F: 702-259-1116

[tiffany@anthonybarney.com](mailto:tiffany@anthonybarney.com)

[www.anthonybarney.com](http://www.anthonybarney.com)

This e-mail message is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This message and any files attached hereto are confidential and are for the sole use of the intended recipient. IF YOU ARE NOT THE INTENDED RECIPIENT OF THE MESSAGE, PLEASE NOTIFY THE SENDER IMMEDIATELY BY RETURN E-MAIL OR TELEPHONE (702.438-7878), DELETE THE ORIGINAL MESSAGE INCLUDING ALL ATTACHMENTS, AND DESTROY ALL HARD COPIES. ANY UNAUTHORIZED REVIEW, DISTRIBUTION, DISCLOSURE, COPYING, USE, OR DISSEMINATION, EITHER WHOLE OR IN PART, IS STRICTLY PROHIBITED. If you are the intended recipient, please be aware that since e-mails can be altered electronically, the integrity of this communication cannot be guaranteed without using digital signatures or encryption. If you are interested in sending or receiving PGP-signed or PGP-encrypted e-mail, let me know. The attorney-client privilege may apply to this message, but such privilege may be lost if it is shared with someone other than an employee of Anthony L. Barney, Ltd. or of another attorney or law firm who represents you. In accordance with Internal Revenue Service Circular 230, we hereby advise you that if this email or any attachment hereto contains any tax advice, such tax advice was not intended or written to be used, and it cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer by the Internal Revenue Service.

# **EXHIBIT K**



Inst #: 20170710-0000798

Fees: \$19.00

N/C Fee: \$0.00

07/10/2017 10:54:50 AM

Receipt #: 3135150

Requestor:

RUSHFORTH LEE & KIEFER LLP

Recorded By: SCHIABLE Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 138-18-611-074

RECORDING REQUESTED BY and  
when recorded, mail to:  
The Rushforth Firm, Ltd.  
P. O. Box 371655  
Las Vegas, NV 89137-1655

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## CERTIFICATE OF INCUMBENCY

### *AFFIDAVIT OF INCUMBENT TRUSTEE OF THE CHRISTIAN FAMILY TRUST*


MONTE REASON, under penalties of perjury, does hereby certify and says that:

1. On October 11, 2016, **NANCY CHRISTIAN**, also known as **NANCY I. CHRISTIAN**, established, along with her late husband, **RAYMOND T. CHRISTIAN**, also known as **RAYMOND T. CHRISTIAN, SR.**, a revocable Trust entitled the "CHRISTIAN FAMILY TRUST" (the "Trust").
2. Under the terms of said Trust, **ROSEMARY K. CHRISTIAN-KEACH**, **RAYMOND T. CHRISTIAN, JR.**, and **SUSAN G. CHRISTIAN-PAYNE**, were designated as co-Trustees. However, the surviving Trustor, **NANCY CHRISTIAN** retains the power to remove any or all trustees and appoint a replacement trustee, which she has done.
3. Section 9.3 of the Trust, titled "Power to Change Trustee" provides for the following:  
  
*During the joint lifetime of the Trustors, Trustors may change the Trustee or Successor Trustee of this Trust by an instrument in writing, signed by both Trustors, and delivered to the Trustee. In the event that either Trustor should become incapacitated, the other Trustor shall retain the power to change the Trustee of Successor Trustee of this Trust by an instrument in writing, signed by such Trustor and delivered to the Trustee. After the death of the first Trustor to die, the surviving Trustor shall have the power to change the Trustee or Successor Trustee of the Trust by an instrument in writing signed by the surviving Trustor and delivered to the Trustee.*
4. In accordance with the right afforded to her under Section 9.3 of the Trust, **NANCY CHRISTIAN** executed a "Modification and Designation of Trustee and Successor Trustee" on June 12, 2017 in which she expressly removed the then serving co-trustees


- DATED JUN 21 2017

STATE OF NEVADA }  
 }  
COUNTY OF CLARK }

SS. \_\_\_\_\_

 **ANNE STOKES**  
Notary Public State of Nevada  
No. 06-109463-1  
My Appt. Exp. Nov. 1, 2018

ore me on JUN 21 2017, by MONTE



\_\_\_\_\_  
NOTARY PUBLIC

# **EXHIBIT L**

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1440  
Sequence number Posting date Amount



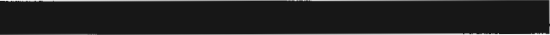
CHASE PRIVATE CLIENT  
JPMorgan Chase Bank, N.A.  
P O Box 659754  
San Antonio, TX 78265 - 9754

June 01, 2017 through June 30, 2017  
Primary Account: 000000446556040

CUSTOMER SERVICE INFORMATION

Web site: Chase.com  
Service Center: 1-888-994-5626  
Deaf and Hard of Hearing: 1-800-242-7383  
International Calls: 1-713-262-1679

00035887 DRE 703 210 18217 YNNNNNNNNN 1 000000000 60 0000  
CHRISTIAN FAMILY TRUST  
SUSAN G CHRISTIAN-PAYNE TRUSTEE  
OR RAYMOND TYRONE CHRISTIAN TRUSTEE  
2848 BLUFF POINT DR  
LAS VEGAS NV 89134-8934



ASSETS

Checking & Savings

	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Private Client Checking	000000446556040	\$5,080.52	\$4,599.31
Chase Private Client Savings	000003008644816	272,902.53	5,012.98
Total		\$277,983.05	\$9,612.29

Investments

	ACCOUNT	MARKET VALUE PRIOR PERIOD	MARKET VALUE THIS PERIOD
Chase Investment Account as of	*****1311	0.00	0.00
Total		\$0.00	\$0.00

Please review the important disclosures following the Consolidated Balance Summary.

Investment accounts and insurance products are: Not a Deposit - Not FDIC Insured - Not Insured by any Federal Government Agency - Not Guaranteed by the Bank - May Go Down In Value.

TOTAL ASSETS \$277,983.05 \$9,612.29

All Summary Balances shown are as of June 30, 2017 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

Securities and investment advisory services are offered through J.P. Morgan Securities LLC. (JPMS). JPMS, a member of FINRA and SIPC, is an affiliate of JPMorgan Chase Bank, N.A.

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION

GROUP ID G01Sep17-1440

Sequence number   Posting date   Amount



June 01, 2017 through June 30, 2017

Primary Account: 000000446556040

CHRISTIAN FAMILY TRUST  
SUSAN G CHRISTIAN-PAYNE TRUSTEE  
OR RAYMOND TYRONE CHRISTIAN TRUSTEE

Account Number: 000000446556040

CHECKING SUMMARY

	AMOUNT
Beginning Balance	\$5,080.52
Deposits and Additions	800.04
Checks Paid	-1,281.25
Ending Balance	\$4,599.31
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.04
Interest Paid Year-to-Date	\$0.26

CHECKS PAID

CHECK NUMBER	DATE PAID	AMOUNT
2123 ^	06/14	\$1,281.25
Total Checks Paid		\$1,281.25

If you see a check description in the Transaction Detail section, it means your check has already been converted for electronic payment. Because of this, we're not able to return the check to you or show you an image on Chase.com.

^ An image of this check may be available for you to view on Chase.com.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$5,080.52
06/14	Check # 2123	-1,281.25	3,799.27
06/16	Remote Online Deposit 1	800.00	4,599.27
06/30	Interest Payment	0.04	4,599.31
	Ending Balance		\$4,599.31

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1440  
Sequence number Posting date Amount



CHASE PRIVATE CLIENT

June 01, 2017 through June 30, 2017  
Primary Account: 000000446556040

CHRISTIAN FAMILY TRUST  
SUSAN G CHRISTIAN-PAYNE TRUSTEE  
OR RAYMOND TYRONE CHRISTIAN TRUSTEE

Account Number: 000003008644816

SAVINGS SUMMARY

	AMOUNT
Beginning Balance	\$272,902.53
Deposits and Additions	12.98
Other Withdrawals	-267,902.53
Ending Balance	\$5,012.98
Annual Percentage Yield Earned This Period	0.06%
Interest Paid This Period	\$12.98
Interest Paid Year-to-Date	\$66.56

The monthly service fee for this account was waived as an added feature of Chase Private Client Checking account.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$272,902.53
06/30	06/30 Withdrawal	-267,902.53	5,000.00
06/30	Interest Payment	12.98	5,012.98
	Ending Balance		\$5,012.98

You earned a higher interest rate on your Chase Private Client Savings account during this statement period because you had a qualifying Chase Private Client Checking account.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call or write us at the phone number or address on the front of this statement (non-personal accounts contact Customer Service) if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account.



JPMorgan Chase Bank, N.A. Member FDIC



# **EXHIBIT M**

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

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

Zachary Holvoak, J.D.  
Attorney at Law  
Licensed in Nevada

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

Neva Liebe  
Administrative Assistant

Website Address  
www.anthonybarney.com

E-mail Address  
office@anthonybarney.com

September 21, 2017

Cary Colt Payne, Esq.  
CARY COLT PAYNE, CHTD.  
700 S. Eighth Street  
Las Vegas, NV 89101

Re: Christian Family Trust dated October 11, 2016 ("Trust")  
Our Client: Nancy Christian, Trustor and Survivor of the Trust  
Subject Property: 2848 Bluff Point Dr. Las Vegas, NV 89134

VIA HAND DELIVERY AND EMAIL

Dear Mr. Payne,

I am in receipt of your letter dated September 8, 2017. First, please advised that we are moving forward to take possession of the Subject Property and will do so against Raymond Christian Jr. If any landlord/tenant lease agreement exists, he will need to produce it immediately, otherwise, he can raise his claim in the unlawful detainer action that will be filed against him after the five day is served upon him next week. Again, please be on notice that your client, Raymond Christian J., does not have authorization to reside in or stay in the Subject Property. Please let us know if he will peaceably leave the premises; otherwise we will continue to move forward with the eviction process.

Second, the Trust is valid until it is proven otherwise. Your clients have not attempted to invalidate the provision that allows my client to change the trustees of her trust. Therefore, unless and until a court invalidates that provision of the trust allowing my client to replace your clients as trustees, the Modification and Designation of Trustee and Successor Trustee ("Modification and Designation") is a valid instrument that must be followed. Your clients are no longer the Trustees and should **immediately** refrain from acting as such.

Based on the clear, unambiguous language of the Trust, our client had the power to change her trustee and did so. On June 13, 2017, I notified you by written letter that your clients were no longer trustees of the Christian Family Trust and provided you with



the Modification and Designation. After that date, any of your clients actions as purported trustees were without authority and therefore void.

Additionally, on June 21, 2017, I provided you an email stating that Joseph Powell, Esq. who was representing the new trustee, Monte Reason, would be sending you the Certificate of Incumbency allowing him to act. On June 27, 2017, Joseph Powell, Esq., sent you a letter with the Certificate of Incumbency attached. Your clients were well aware that they no longer had authority to act.

On June 30, 2017, your clients then proceeded to remove almost the entire balance (\$267,902.53) of the Trust funds from the Trust account. See June 2017 Statement attached hereto and incorporated herein as Attachment 1. In doing so, your clients have converted Trust funds away from its sole beneficiary and disallowed her from obtaining the needed trust funds she requires for living expenses, which the Trust allows to be distributed. We are demanding that your clients turn over the \$267,902.53 that was converted from the Trust **immediately**; otherwise, we will file a request to have the court find that the funds were converted and request triple damages if your clients do not return said funds.

If your clients continue to act under color of any trusteeship, we will also bring additional claims against them for acting without such authority. We also reserve all rights to bring any and all claims that have and will become known to us through a thorough review of the Chase records and other documents that evidence that your clients were using Trust funds as their own as well as converting additional Trust funds.

Please be advised that we requested an accounting from the prior trustees in writing on August 22, 2017. Therefore, the sixty day deadline to respond is October 21, 2017. We will expect to see any and all Trust assets on this accounting, including any and all life insurance policies for the late Raymond Christian.

Please also let us know the relationship, if any, that you have with Susan Christian-Payne.

I would appreciate a prompt response to my requests. If you have any further questions, please feel to contact my office. Zach or I will be available to assist you in this matter. Thank you for your anticipated cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tiffany S. Barney', enclosed within a large, loopy oval flourish.

TIFFANY S. BARNEY  
Attorney at Law  
[tiffany@anthonybarney.com](mailto:tiffany@anthonybarney.com)

Attachment: June 2017 Statement  
Cc: Joseph Powell, Esq., [joey@rlklegal.com](mailto:joey@rlklegal.com)

# **Attachment 1**

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1440  
Sequence number Posting date Amount



**CHASE PRIVATE CLIENT**  
JPMorgan Chase Bank, N.A.  
P O Box 659754  
San Antonio, TX 78265-9754

June 01, 2017 through June 30, 2017  
Primary Account: 000000446556040

## CUSTOMER SERVICE INFORMATION

Web site:	Chase.com
Service Center:	1-888-994-5626
Deaf and Hard of Hearing:	1-800-242-7383
International Calls:	1-713-262-1679

00035887 DRE 703 210 18217 YNNNNNNNNNN 1 000000000 60 0000

CHRISTIAN FAMILY TRUST  
SUSAN G CHRISTIAN-PAYNE TRUSTEE  
OR RAYMOND TYRONE CHRISTIAN TRUSTEE  
2848 BLUFF POINT DR  
LAS VEGAS NV 89134-8934



## ASSETS

ASSETS			
Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Private Client Checking	000000446556040	\$5,080.52	\$4,599.31
Chase Private Client Savings	000003008644816	272,902.53	5,012.98
<b>Total</b>		<b>\$277,983.05</b>	<b>\$9,612.29</b>

Investments	ACCOUNT	MARKET VALUE PRIOR PERIOD	MARKET VALUE THIS PERIOD
Chase Investment Account as of	*****1311	0.00	0.00
<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>

Please review the important disclosures following the Consolidated Balance Summary.

Investment accounts and insurance products are: Not a Deposit - Not FDIC Insured - Not Insured by any Federal Government Agency - Not Guaranteed by the Bank - May Go Down In Value.

TOTAL ASSETS	\$277,983.05	\$9,612.29
--------------	--------------	------------

**All Summary Balances** shown are as of June 30, 2017 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

Securities and investment advisory services are offered through J.P. Morgan Securities LLC. (JPMS). JPMS, a member of FINRA and SIPC, is an affiliate of JPMorgan Chase Bank, N.A.

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1440  
Sequence number Posting date Amount



CHASE PRIVATE CLIENT

June 01, 2017 through June 30, 2017  
Primary Account: 000000446556040

CHRISTIAN FAMILY TRUST  
SUSAN G CHRISTIAN-PAYNE TRUSTEE  
OR RAYMOND TYRONE CHRISTIAN TRUSTEE

Account Number: 000000446556040

CHECKING SUMMARY

	AMOUNT
Beginning Balance	\$5,080.52
Deposits and Additions	800.04
Checks Paid	-1,281.25
Ending Balance	\$4,599.31
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.04
Interest Paid Year-to-Date	\$0.26

CHECKS PAID

CHECK NUMBER	DATE PAID	AMOUNT
2123 ^	06/14	\$1,281.25
Total Checks Paid		\$1,281.25

If you see a check description in the Transaction Detail section, it means your check has already been converted for electronic payment. Because of this, we're not able to return the check to you or show you an image on Chase.com.  
^ An image of this check may be available for you to view on Chase.com.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$5,080.52
06/14	Check # 2123	-1,281.25	3,799.27
06/16	Remote Online Deposit 1	800.00	4,599.27
06/30	Interest Payment	0.04	4,599.31
	Ending Balance		\$4,599.31

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1440  
Sequence number Posting date Amount



CHASE PRIVATE CLIENT

June 01, 2017 through June 30, 2017  
Primary Account: 000000446556040

CHRISTIAN FAMILY TRUST  
SUSAN G CHRISTIAN-PAYNE TRUSTEE  
OR RAYMOND TYRONE CHRISTIAN TRUSTEE

Account Number: 000003008644816

SAVINGS SUMMARY

	AMOUNT
Beginning Balance	\$272,902.53
Deposits and Additions	12.98
Other Withdrawals	-267,902.53
Ending Balance	\$5,012.98
Annual Percentage Yield Earned This Period	0.06%
Interest Paid This Period	\$12.98
Interest Paid Year-to-Date	\$66.56

The monthly service fee for this account was waived as an added feature of Chase Private Client Checking account.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$272,902.53
06/30	06/30 Withdrawal	-267,902.53	5,000.00
06/30	Interest Payment	12.98	5,012.98
	Ending Balance		\$5,012.98

You earned a higher interest rate on your Chase Private Client Savings account during this statement period because you had a qualifying Chase Private Client Checking account.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:** Call or write us at the phone number or address on the front of this statement (non-personal accounts contact Customer Service) if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

**IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS:** Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account.



JPMorgan Chase Bank, N.A. Member FDIC



THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1440  
Sequence number   Posting date   Amount



CHASE PRIVATE CLIENT

June 01, 2017 through June 30, 2017  
Primary Account: 000000446556040

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01-Sep-17

01Sep17-1440

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1440  
Sequence number 002190320814 Posting date 14-Jun-17 Amount 1281.25

CHASE PRIVATE CLIENT	CHRISTIAN FAMILY TRUST 1060 DANCING VINES AVE. LAS VEGAS, NV 89183-6320	90-7162 3222 23839	2123
		DATE <u>June 1, 2017</u>	
PAY TO THE ORDER OF <u>Corey Colt Payne</u>		\$ <u>1281.25</u>	
<u>One thousand two hundred one &amp; 25/100</u>		DOLLARS <input checked="" type="checkbox"/> Security Features Show on Back	
JPMorgan Chase Bank, N.A.			
MEMO <u>Attorney Fees</u>	<u>Susy M. Christian Payne</u>		
⑆322271627⑆		446556040⑆2123	

U.S. Bank National Association Charleston Office 1000 Bank of America Building Charleston, SC 29403-1500 Tel: 803.799.1000 Fax: 803.799.1001	ENDORSE HERE
	Endorsed to the Account Of The Within Listed Payee U.S. Bank National Association Charleston Office

# **EXHIBIT N**



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

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

**Zachary Holvoak, J.D.**  
Attorney at Law  
Licensed in Nevada

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

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

**Neva Liebe**  
Administrative Assistant  
  
**Website Address**  
<http://www.anthonybarney.com>

**E-mail Address**  
[office@anthonybarney.com](mailto:office@anthonybarney.com)

October 6, 2017

Cary Colt Payne, Esq.  
700 S. 8<sup>th</sup> St.  
Las Vegas, NV 89101

RE: Christian Family Trust ("Trust")  
Our Client: Nancy Christian, Trustor

VIA E-MAIL and US MAIL

Dear Payne,

I am deeply concerned by your clients' failure to return the funds taken by them from the Trust account as detailed in my previous letters dated September 21, 2017 and September 29, 2017. Please note that I incorporate herein all arguments regarding your client's lack of authority to take the Trust funds as outlined in my previous letters as if set forth herein.

You may be aware that the Nevada Supreme Court has held that "[c]onversion is a distinct act of dominion wrongfully exerted over another's personal property in denial of, or inconsistent with his title or rights therein or in derogation, exclusion, or defiance of such title or rights. Further, conversion is an act of general intent, which does not require wrongful intent and is not excused by care, good faith, or lack of knowledge."<sup>1</sup> Additionally, in the context of a trust or an estate, conversion subjects the defendant to a judgement of treble damages.<sup>2</sup> Your clients' failure to return the Trust funds is a clear act of conversion and this claim will subject them to treble damages in any future action brought by the Trust for the return of the funds. You are hereby put on notice that if your clients do not voluntarily return the funds they have removed from the Trust after their removal as trustees, my client will urge the trustee to pursue this claim and seek treble damages against your clients.

---

<sup>1</sup> See *Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598, 606, 5 P.3d 1043, 1048, 2000 Nev. LEXIS 86, \*15, 116 Nev. Adv. Rep. 71.

<sup>2</sup> See NRS 143.120

Furthermore, it appears that your clients have committed a fraudulent transfer as defined by the Uniform Fraudulent Transfer Act. NRS 112.180(1) states that “a transfer made or obligation incurred by a debtor is fraudulent as to a creditor, whether the creditor’s claim arose before or after the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation; (a) with actual intent to hinder, delay or defraud any creditor of the debtor.” A creditor is defined as “a person who has a claim.”<sup>3</sup> A Trust is defined as a “person”.<sup>4</sup> A claim is defined as “a right to payment, whether or not the right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.”<sup>5</sup>

Clearly, the Trust has a claim against your clients regarding the funds withdrawn by them after their removal as trustees. The removal of those funds was nothing more than an attempt to hinder delay, or defraud the Trust by preventing access to such funds. As such, your clients and any subsequent transferee will be liable for these funds as proceeds of a fraudulent transfer.

This letter is to also put you on notice regarding your duty to inquire into the source of funds provided to pay your attorney’s fees. “Lawyers who receive a conveyance under circumstances that should cause them to inquire into the reasons behind the conveyance must diligently do so, lest they be charged with knowledge of any intent on the part of transferor to hinder, delay, or defraud. A lawyer who blindly accepts fees from a client under circumstances that would cause a reasonable lawyer to question the client’s intent in paying the fees accepts the fees at his peril.”<sup>6</sup> Therefore, if you have received Trust property, then you are put on further notice to not use or otherwise dispose of such property until it is returned to the successor trustee.

I also urge you to take necessary actions to correct or prevent what appears to be conversion and fraud by your clients. This includes withdrawing false statements made on the record, preventing your client’s use of your services to commit fraud upon the Trust, disclosing any information necessary to prevent or correct the fraudulent transfer of funds, preserving the fraudulently transferred funds that may be in your possession and, finally, returning Trust funds to the successor trustee.

In addition to a motion for an injunction, our client will urge the trustee to seek the remedies available to the Trust under NRS 143.120 and NRS 112.210 including but not limited to treble damages for converted property, an attachment or garnishment against the property transferred, an injunction against further disposition by the debtor or transferee, or any other equitable relief available.

---

<sup>3</sup> See NRS 112.150(4)

<sup>4</sup> See NRS 0.039

<sup>5</sup> See NRS 112.150(3)

<sup>6</sup> *In re Parklex Assocs., Inc.*, 2010 Bankr. LEXIS 2664, 435 B.R. 195, 53 Bankr. Ct. Dec. 179 (Bankr. S.D.N.Y. 2010), citing *S.E.C. v. Princeton Economic Int’l Ltd.*, 84 F. Supp. 2d 443, 446-47 (S.D.N.Y. 2000)

Please contact me with any questions or concerns you may have. I can be reached at the numbers above or the email address below.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Tiffany S. Barney', enclosed within a large, loopy oval flourish.

TIFFANY S. BARNEY  
Attorney at Law  
[tiffany@anthonybarney.com](mailto:tiffany@anthonybarney.com)

cc: Client

# **EXHIBIT O**

**EXHIBIT A**  
**Legal Description**

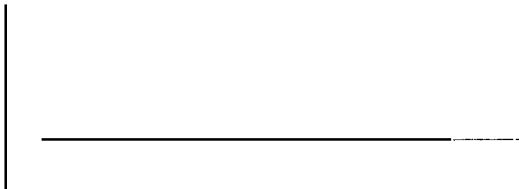
**Parcel I:**

**Lot 195 in Block 4 of SUN CITY LAS VEGAS – UNIT NO. 25, as shown by map thereof on file in Book 49 of Plats, Page 32, in the Office of the County Recorder of Clark County, Nevada.**

**Parcel II:**

**Together with an easement for ingress and egress over and across common area Lots A through D.**

ASSESSOR'S COPY



APN No. 138-18-611-074

RECORDING REQUESTED BY:  
Equity Title of Nevada

RETURN TO:  
Equity Title of Nevada  
2475 Village View Dr., Suite 250  
Henderson, NV 89074

Inst #: 20161209-0003048

Fees: \$20.00 N/C Fee: \$0.00

RPTT: \$0.00 Ex: #003

12/09/2016 02:34:16 PM

Receipt #: 2951368

Requestor:

EQUITY TITLE OF NEVADA

Recorded By: ANI Pgs: 7

DEBBIE CONWAY

CLARK COUNTY RECORDER

## GRANT, BARGAIN, SALE DEED

---

Type of Document

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

THIS DOCUMENT IS BEING RE-RECORDED IN ORDER TO CORRECT THE  
LEGAL DESCRIPTION, INSTRUMENT No. 20161121-0001174

This page added to provide additional information required by NRS 111.312 Sections 1-2.  
An additional recording fee of \$1.00 will apply.

APN NO.: 138-18-611-074

**RECORDING REQUESTED BY:**

EQUITY TITLE OF NEVADA

**WHEN RECORDED MAIL TO:**

Christian Family Trust Dated October 11,  
2016

2848 Bluffpoint Drive

Las Vegas, NV 89134

**MAIL TAX STATEMENTS TO:**

SAME AS ABOVE

Affix RPTT: \$1,351.50

ESCROW NO.: 16840226 TGR

Inst #: 20161121-0001174

Fee: \$19.00 N/C Fee: \$0.00

RPTT: \$1351.50 Ex: #

11/21/2016 12:05:51 PM

Receipt #: 2934760

Requestor:

EQUITY TITLE OF NEVADA

Recorded By: OSA Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

**GRANT, BARGAIN, SALE DEED**

THIS INDENTURE WITNESSETH THAT:

Boyd Lynn Duffin, as Trustee of The Boyd Lynn Duffin Living Trust, dated October 9,  
2012

for a valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant,  
Bargain Sell and convey to

Rosemary K. Christian-Keach, Raymond T. Christian, Jr., and Susan G. Christian-  
Payne, trustees of the Christian Family Trust Dated October 11, 2016

all that real property situated in the County of Clark, State of Nevada, described as follows:

See Exhibit "A" attached hereto and made a part hereof

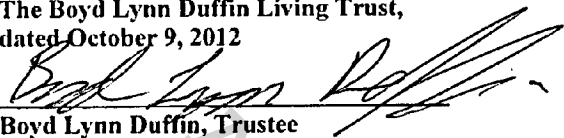
TOGETHER WITH all and singular the tenements, hereditaments and appurtenances  
thereunto belonging to in anywise appertaining.

SUBJECT TO:

1. General and special taxes for the current fiscal year.
2. Covenants, conditions, restrictions, rights of way, easements and reservations of record.

SELLER:

The Boyd Lynn Duffin Living Trust,  
dated October 9, 2012

  
Boyd Lynn Duffin, Trustee

STATE OF FL  
COUNTY OF Lee

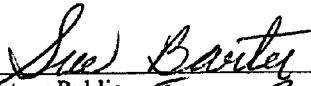
} SS:

On Nov. 17, 2016

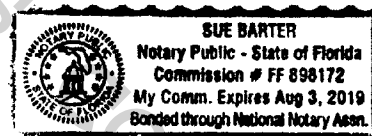
Personally appeared before me, a Notary Public

Boyd Lynn Duffin, Trustee

Who acknowledged that he executed the above instrument.

  
Notary Public Sue Barter

My commission expires: Aug. 3, 2019





**EXHIBIT A**  
**Legal Description**

Parcel I:

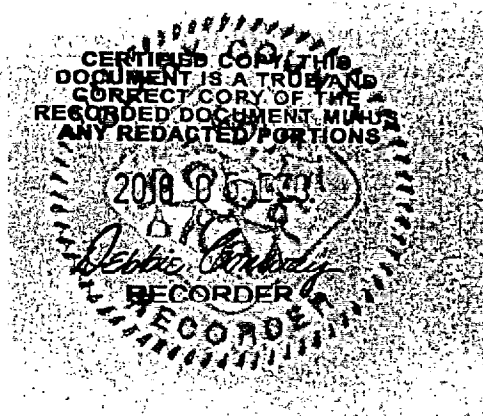
195                      4  
Lot 195 in Block 4 of **SUN CITY LAS VEGAS – UNIT NO. 25**, as shown by map thereof  
on file in Book 49 of Plats, Page 32, in the Office of the County Recorder of Clark County,  
Nevada.

Parcel II:

Together with an easement for ingress and egress over and across common area Lots A  
through D.

ASSESSOR'S COPY

ASSESSOR'S COPY



STATE OF NEVADA  
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a) 138-18-611-074

b)

c)

d)

2. Type of Property:

- a) ☐ Vacant Land      b) ☒ Single Fam. Res  
c) ☐ Condo/Twnhse      d) ☐ 2-4 Plex  
e) ☐ Apt. Bldg      f) ☐ Comm'l/Ind'l  
g) ☐ Agricultural      h) ☐ Mobile Home  
☐ Other \_\_\_\_\_

FOR RECORDER'S OPTIONAL USE ONLY

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3. a) Total Value/Sales Price of Property  
b) Deed in Lieu of Foreclosure Only (value of property)  
c) Transfer Tax Value:  
d) Real Property Transfer Tax Due

\$265,000.00

(\_\_\_\_\_)

\$265,000.00

\$\$1,351.50

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section  
b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: \_\_\_\_\_ Capacity: Title Agent

Signature: \_\_\_\_\_ Capacity: \_\_\_\_\_

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

Print Name: Boyd Lynn Duffin, as Trustee of The Boyd Lynn Duffin Living Trust, dated October 9, 2012

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Print Name: Christian Family Trust Dated October 11, 2016

Address: 5431 OAKLIDGE AVE  
City: FORT MYERS BEACH  
State: FL Zip: 33931

Address: 2848 BLUFFPOINT DRIVE  
City: LAS VEGAS  
State: NV Zip: 89134

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Equity Title of Nevada

Escrow #: 16840226 TGR

Address: 2475 Village View Dr.

City, State & Zip: Henderson, NV 89074

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

**STATE OF NEVADA  
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a) 138-18-611-074

b)

c)

d)

2. Type of Property:

a) ☐ Vacant Land      b) ☒ Single Fam. Res

c) ☐ Condo/Twnhse      d) ☐ 2-4 Plex

e) ☐ Apt. Bldg      f) ☐ Comm'l/Ind'l

g) ☐ Agricultural      h) ☐ Mobile Home

☐ Other \_\_\_\_\_

**FOR RECORDER'S OPTIONAL USE ONLY**

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes:

3. a) Total Value/Sales Price of Property

\$ 0.00

b) Deed in Lieu of Foreclosure Only (value of property)

(\_\_\_\_\_)

c) Transfer Tax Value:

\$ 0.00

d) Real Property Transfer Tax Due

\$ 0.00

4. **If Exemption Claimed:**

a. Transfer Tax Exemption per NRS 375.090, Section No. 3

Explain Reason for Exemption: RE-RECORDED IN ORDER TO CORRECT THE  
LEGAL DESCRIPTION, INSTRUMENT No. 20161121-0001174

5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: \_\_\_\_\_

Capacity: Agent

**SELLER (GRANTOR) INFORMATION**  
**(REQUIRED)**

Print Name: Boyd Lynn Duffin, as Trustee of The  
Boyd Lynn Duffin Living Trust, dated October 9,  
2012

Address: 5431 Oakridge Avenue  
City, State & Zip: Fort Meyers, FL 33931

**BUYER (GRANTEE) INFORMATION**  
**(REQUIRED)**

Print Name: Christian Family Trust Dated October 11,  
2016

Address: 2848 Bluffpoint Drive  
City, State & Zip: Las Vegas, NV 89134

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**

Print Name: **Equity Title of Nevada**

Escrow #: 16840226

Address: 2475 Village View Dr.

City, State & Zip: Henderson, NV 89074

**AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED**

# **EXHIBIT P**

01Sep17-1440

**GROUP ID G01Sep17-1440**

Sequence number 009990036273 Posting date 27-Oct-16 Amount 2000.00

90-7162 23839  
3222

9990

DATE 27 Oct 16

PAY TO THE  
ORDER OF Susan G. Christian-Payne \$ 2000<sup>00</sup>

two thousand 00/100 DOLLARS

**CHASE**  
JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO Susan G. Christian-Payne

⑆3222716271⑆ 44655604019990

ENDORSE HERE

*Dwight D. Davis*

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE \*

1286762926

THIS SECURITY FRONT IS USED TO PROTECT THE FRONT OF THE CARD  
FOR THE EXCLUSIVE USE OF THE FINANCIAL INSTITUTION.  
RECEIVED FROM THE FINANCIAL INSTITUTION  
AT THE TIME OF THE TRANSACTION  
ORIGINALLY SUBMITTED BY THE FINANCIAL INSTITUTION  
SECURITY FRONT

Results of Security Front  
• No data from the Security Front  
at the time of the transaction  
• Original Security Front appears with  
financial institution  
• Assigns to "Original Document"  
value on back of check

© 1994 by the American Association of Banks  
\* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

01-Sep-17

01Sep17-1440

**THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION**

**GROUP ID G01Sep17-1440**

**Sequence number 004780911953 Posting date 28-Nov-16 Amount 2500.00**

0  
 CHASE  
 PRIVATE  
 CLIENT  
 PAY TO THE  
 ORDER OF  
 SUSAN G. CHRISTIAN-PAYNE \$ 2,500.00  
 two thousand five hundred & no/100 DOLLARS  
 JPMorgan Chase Bank, N.A.  
 MEMO  
 1322271627 4465560401 2105

The security features listed below, as well as those not listed, are covered in detail in the new and revised *Recent Industry Guidelines*.

**Security Features**

- **Results of document alteration**
  - All "ghost" images are visible as well as the original document.
  - The color of the document is not changed.
  - The texture of the document is not changed.
- **Aluminum and Magnesium Document**
  - The document is made of aluminum.

For more information, contact your local branch of the Federal Reserve Board of Governors, Reg. CC.

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RESERVED FOR FINANCIAL INSTITUTION USE \*

James H. Michener  
The Dept. Only

01-Sep-17

01Sep17-1440

**THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION**

GROUP ID G01Sep17-1440

Sequence number 004090472903 Posting date 09-Dec-16 Amount 1757.00

CHASE  
PRIVATE  
CLIENT

CHRISTIAN FAMILY TRUST  
1060 DANCING VINES AVE.  
LAS VEGAS, NV 89183-6320

90-7162  
3222 23839

2106

DATE 8 Dec 16

PAY TO THE  
ORDER OF Raymond T Christian \$ 1,757.00

One thousand seven hundred fifty seven DOLLARS

JPMorgan Chase Bank, N.A.

MEMO \_\_\_\_\_

Susan M. Christian Payne

⑆322271627⑆ 446556040⑈2106

[illegible]



01-Sep-17

01Sep17-1440

**THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION**

GROUP ID G01Sep17-1440

Sequence number 003090240061 Posting date 30-Dec-16 Amount 5000.00

90-7162  
 3222 23839

2112

CHASE  
 PRIVATE  
 CLIENT

CHRISTIAN FAMILY TRUST  
 1060 DANCING VINES AVE.  
 LAS VEGAS, NV 89183-6320

DATE 30 Dec 16

PAY TO THE ORDER OF Susan G. Christian-Payne

\$ 5,000.00

five thousand 00/100 DOLLARS

JP Morgan Chase Bank, N.A.

MEMO \_\_\_\_\_

Susan G. Christian-Payne

+1:322271627: 44655604012112

01-Sep-17

01Sep17-1440

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION

GROUP ID G01Sep17-1440

Sequence number 001080580678 Posting date 13-Feb-17 Amount 2000.00

CHASE

WITHDRAWAL

CHECKING ☐  
SAVINGS ☐  
CHASE LIQUID ☐

WITHDRAWAL

Today's Date

2-13-17

Customer Name (Please Print)

Rosemary Ketch

R/T 500001017

If Purchasing a Cashier's Check Provide Payee Name

N13081-CH (Rev. 10/15) 80243115 07/18

Customer Signature

Rosemary Ketch

Start your account number here

0446556040

AMOUNT

TOTAL \$

2000.00

⑈066029376⑈ ⑆500001017⑆

01-Sep-17

01Sep17-1440

**THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION**

**GROUP ID G01Sep17-1440**

Sequence number 002790293734 Posting date 01-Mar-17 Amount 750.00

0  
 CHASE  
 PRIVATE  
 CLIENT  
 PAY TO THE  
 ORDER OF  
 \$ 750 —  
 Seven hundred fifty — ~~XX~~ / 100 DOLLARS  
 JPMorgan Chase Bank, N.A.  
 MEMO Chris cell phone  
 153222716271  
 446556040 2116  
 90-7162  
 322 22839  
 2116  
 DATE March 2, 2017

[illegible]

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
INSTEAD -

LEADERS HERE

244


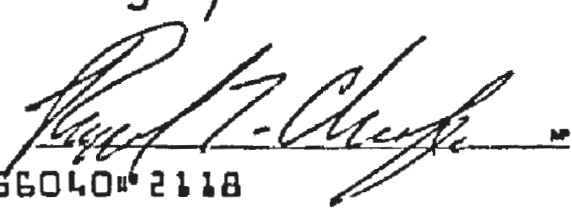
01-Sep-17

01Sep17-1440

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION

GROUP ID G01Sep17-1440

Sequence number 003390929101 Posting date 21-Mar-17 Amount 2488.01

 <b>CHASE PRIVATE CLIENT</b>	<b>CHRISTIAN FAMILY TRUST</b> 1060 DANCING VINES AVE. LAS VEGAS, NV 89183-6320	90-7162 20839 3222	2118
		DATE <u>3/14/17</u>	
PAY TO THE ORDER OF <u>Susan Payne</u>		\$ <u>2488.01</u>	
<u>Two thousand four hundred eighty eight</u>		DOLLARS	
JPMorgan Chase Bank, N.A.			
MEMO _____			
⑆322271627⑆		446556040 2118	

The security features listed below, as well as those not listed, exceed industry guidelines.

**Security Features**

- Results of document authentication
- Microprint
- Watermark
- Color-shifting Ink
- Security Thread
- Hologram
- UV Features
- Magnetic Ink
- Security Features

ONE NEVADA CU 322484401  
DATE 3/18/2017 TIME 09:24:39  
MEMBER ID 200051722 BATCH ID 3

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FUTURE ADMINISTRATION USE \*

*Susan H. Payne*  
200051722


01-Sep-17

01Sep17-1440

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION

GROUP ID G01Sep17-1440

Sequence number 002670871048 Posting date 07-Apr-17 Amount 740.00

<b>0</b>	<b>CHRISTIAN FAMILY TRUST</b>	90-7162 3222 23838	<b>2002</b>
<b>CHASE PRIVATE CLIENT</b>	1060 DANCING VINES AVE. LAS VEGAS, NV 89183-6320	DATE <u>20 Mar 17</u>	
<b>PAY TO THE ORDER OF</b>	<u>Raymond Christian</u>	<u>\$740.00</u>	
	<u>Seven hundred forty 00/100</u>	<u>—————</u> DOLLARS	
JPMorgan Chase Bank, N.A.			
<b>MEMO</b>	<u>House Repair</u>	<u>Larry M. Frister</u>	
1:3222716271:		446556040# 2002	

For Deposit Only - JPMC

DO NOT WRITE, STAMP OR SIGN BELOW





01-Sep-17


01Sep17-1440

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION

GROUP ID G01Sep17-1440

Sequence number 003490336442 Posting date 28-Apr-17 Amount 1000.00

		90-7162 23639 3222		2121
<b>CHRISTIAN FAMILY TRUST</b>				
1060 DANCING VINES AVE. LAS VEGAS, NV 89183-6320				
CHASE PRIVATE CLIENT		DATE <u>21 Apr 17</u>		
PAY TO THE ORDER OF		\$ <u>1,000<sup>00</sup></u>		
<u>One thousand</u>		DOLLARS 		
JPMorgan Chase Bank, N.A.				
MEMO <u>Retainer</u>		<u>Lisa J. Prichard Pope</u>		
⑆322271627⑆		446556040⑆2121		

	
ENDORSE HERE	
PAY TO THE ORDER OF	
<u>CHRISTIAN FAMILY TRUST</u>	
<u>ATTORNEY AT LAW</u>	
<u>21 APR 17</u>	
DO NOT WRITE STAMP OR SIGN OVER THIS FEDERAL RESERVE BOARD OF GOVERNORS	
* FEDERAL RESERVE BOARD OF GOVERNORS	

01-Sep-17

01Sep17-1440

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION

GROUP ID G01Sep17-1440

Sequence number 002190320814 Posting date 14-Jun-17 Amount 1281.25

CHASE  
PRIVATE  
CLIENT

PAY TO THE  
ORDER OF

JPMorgan Chase Bank, N.A.

CHRISTIAN FAMILY TRUST  
1060 DANCING VINES AVE.  
LAS VEGAS, NV 89183-6320

DATE June 1, 2017

MEMO

Attorney Fees

90-7162  
3222 23839

2123

One thousand two hundred one and 25/100

\$ 1281.25

DOLLARS

Security Features  
FOLLOW  
OTHER INSTRUCTIONS

1:3222716271

4465560401 2123

U.S. Bank National Association  
Charleston Office

Qualified to the Account Of  
The Within Listed Payee

U.S. Bank National Association  
Charleston Office

ENDORSE HERE



01-Sep-17

01Sep17-1442

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION

GROUP ID G01Sep17-1442

Sequence number 002180572006 Posting date 25-Nov-16 Amount 200.00

CHASE

WITHDRAWAL

CHECKING ☐  
SAVINGS ☒  
CHASE LIQUID ☐

WITHDRAWAL

Today's Date

11-25-16

Customer Name (Please Print)

Christian Family Trust / Susan Christian Payne

RT 500001017

If Purchasing a Cashier's Check Provide Payee Name

N13061-CH (Rev. 10/15) 60243115 07/16

Customer Signature

X

Susan Christian Payne

▼ Start your account number here

AMOUNT

300 8644 816

TOTAL \$

200.00

⑈0660 2939 19⑈ ⑆50000 1017⑆

01-Sep-17

01Sep17-1442

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION

GROUP ID G01Sep17-1442

Sequence number 009180440338 Posting date 08-Dec-16 Amount 1000.00

CHASE

WITHDRAWAL

CHECKING ☐  
SAVINGS ☒  
CHASE LIQUID ☐

R/T 500001017

WITHDRAWAL

Today's Date  
12/8/16

Customer Name (Please Print)  
Susan Christian Payne

If Purchasing a Cashier's Check Provide Payee Name

N19061-CH (Rev. 10/15) 60028213 01/16

Customer Signature

Susan M Christian Payne

▼ Start your account number here

AMOUNT

3008644816

TOTAL \$

1000.—

⑈0632658101⑈ ⑆500001017⑆

01-Sep-17

01Sep17-1442

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1442

Sequence number 004290083244 Posting date 30-Jun-17 Amount 267902.53

CHASE

WITHDRAWAL

CHECKING ☐  
SAVINGS ☒  
CHASE LIQUID ☐

WITHDRAWAL

Today's Date

Customer Name (Please Print)

6-30-17 Susan G. Christian-Payne

If Purchasing a Cashier's Check Provide Payee Name

RT 500001017

N13061-CH (Rev. 10/15) 70075982 03/17

Customer Signature

X Susan G. Christian-Payne

Start your account number here

AMOUNT

3008644816

TOTAL \$

267,902.53

⑈0688286893⑈ ⑆500001017⑆

01-Sep-17

01Sep17-1442

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1442

Sequence number 001390857152 Posting date 14-Aug-17 Amount 750.00

CHASE

DEPOSIT

CHECKING ☐  
SAVINGS ☒  
CHASE LIQUID ☐

R/T 500001020

Today's Date

Customer Name (Please Print)

Sign Here (If cash is received from this deposit)

X

N13060-CH (Rev. 07/12) 70120848 04/17

▼ Start your account number here

CASH ▶

CHECK ▶

TOTAL FROM  
OTHER SIDE ▶

SUBTOTAL ▶

CASH BACK ▶

TOTAL \$

DEPOSIT

300 8644 816

750.00

750.00

⑈ 1 70 266 2344 ⑈ ⑆ 500001020 ⑆