

In the Supreme Court of the State of Nevada

IN THE MATTER OF THE CHRISTIAN)
FAMILY TRUST u.a.d. 10/11/16)
~~~~~ )  
SUSAN CHRISTIAN-PAYNE, )  
ROSEMARY KEACH AND )  
RAYMOND CHRISTIAN, JR. )

Appellants, )

-vs- )

ANTHONY L. BARNEY, LTD. and )  
JACQUELINE UTKIN, )  
Respondents. )  
~~~~~ )

ANTHONY L. BARNEY, LTD.,)
Cross-Appellant,)

-vs-)

SUSAN CHRISTIAN-PAYNE,)
ROSEMARY KEACH AND)
RAYMOND CHRISTIAN, JR.)

Cross-Respondents,)

and)
JACQUELINE UTKIN,)

Respondent.)
~~~~~ )

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Case No.: 75750

**APPELLANT/CROSS-RESPONDENTS' APPENDIX - VOLUME 1**

*Filed by:*

*/s/ Cary Colt Payne, Esq.*

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| <i><b>DATE</b></i>               | <i><b>DOCUMENT</b></i>                                                                                                                                                          | <i><b>NUMBERED</b></i> |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <i><b>APPENDIX VOLUME 1:</b></i> |                                                                                                                                                                                 |                        |
| 7/13/17                          | Petition to Assume Jurisdiction of Trust;<br>Confirm Trustees; Instructions, etc.                                                                                               | APP-ROA--001-72        |
| 8/17/17                          | Notice of Motion and Motion to Dismiss<br>Pursuant to NRCP 12(b)(1) and NRCP 12 (b)(5)                                                                                          | APP-ROA—73-97          |
| 8/22/17                          | Errata to Notice of Motion and Motion to<br>Dismiss Pursuant to NRCP 12(b)(1) and<br>NRCP 12(b)(5)                                                                              | APP-ROA—98-101         |
| 9/15/17                          | Supplement and Addendum to Petition to Assume<br>Jurisdiction of Trust; confirm Trustees'<br>Instructions, etc. Alternatively to Reform<br>Trust Agreement                      | APP-ROA--102-105       |
| 9/15/17                          | Petitioner's Opposition to Motion to Dismiss                                                                                                                                    | APP-ROA--106-115       |
| <i><b>APPENDIX VOLUME 2:</b></i> |                                                                                                                                                                                 |                        |
| 10/4/17                          | Reply to Petitioner's Opposition to Motion<br>to Dismiss                                                                                                                        | APP-ROA--116-156       |
| 10/13/17                         | Response to Petition to Assume Jurisdiction<br>of Trust; Confirm Trustees; Instrutions, Etc.<br>and Joinder in Motion to Dismiss Pursuant<br>to NRCP 12(b)(1) and NRCP 12(b)(5) | APP-ROA--157-165       |
| 10/25/17                         | Accounting                                                                                                                                                                      | APP-ROA--166-173       |
| 10/25/17                         | Inventory and Record of Value                                                                                                                                                   | APP-ROA--174-184       |
| 10/31/17                         | Notice of Entry of Order                                                                                                                                                        | APP-ROA--185-193       |

| <i><b>DATE</b></i>                | <i><b>DOCUMENT</b></i>                                                                                                                                                                                                                                                                                                                           | <i><b>NUMBERED</b></i> |
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| <i><b>APPENDIX VOLUME 3:</b></i>  |                                                                                                                                                                                                                                                                                                                                                  |                        |
| 11/3/17                           | Joint Petition for Review of Former Trustees<br>Refusal to Provide a Proper Accounting<br>Pursuant to NRS 165.143                                                                                                                                                                                                                                | APP-ROA--194-222       |
| <i><b>APPENDIX VOLUME 4a:</b></i> |                                                                                                                                                                                                                                                                                                                                                  |                        |
| 11/13/17                          | Joint Objection to Petition Jurisdiction Etc.<br>Part 1                                                                                                                                                                                                                                                                                          | APP-ROA--223-298       |
| <i><b>APPENDIX VOLUME 4b:</b></i> |                                                                                                                                                                                                                                                                                                                                                  |                        |
| 11/13/17                          | Joint Objection to Petition Jurisdiction Etc.<br>Part 2                                                                                                                                                                                                                                                                                          | APP-ROA--299-373       |
| <i><b>APPENDIX VOLUME 5:</b></i>  |                                                                                                                                                                                                                                                                                                                                                  |                        |
| 12/4/17                           | Petitioner's Opposition to Motion for<br>Review/Proper Accounting                                                                                                                                                                                                                                                                                | APP-ROA--374-413       |
| 12/14/17                          | Petitioner's Opposition to Joint Counterpetition<br>to Confirm/Breach of Fiduciary Duty, Etc.<br>Request for Discovery                                                                                                                                                                                                                           | APP-ROA--414-428       |
| <i><b>APPENDIX VOLUME 6:</b></i>  |                                                                                                                                                                                                                                                                                                                                                  |                        |
| 12/12/17                          | Motion for Compliance with and Enforcement<br>of Court Order, and for Sanctions Relating<br>Thereto, for Order to show cause why Former<br>Trustees should not be held in Contempt,<br>for Order Compelling Former Trustees to<br>Account, and for Access to and Investment<br>Control of Trust Funds Belonging to the<br>Christian Family Trust | APP-ROA--429-452       |

| <b><i>DATE</i></b> | <b><i>DOCUMENT</i></b>                                                                                                                                                      | <b><i>NUMBERED</i></b> |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 1/4/18             | Notice of Suggestion of Death                                                                                                                                               | APP-ROA--453-454       |
| 1/11/18            | Opposition to Motion for Compliance, Enforcement Sanctions, Contempt, Etc.; Counterpetition for Distribution and Vacating all Pending Matters and Dismiss Trust Proceedings | APP-ROA--455-508       |

***APPENDIX VOLUME 7a:***

|         |                                                 |                  |
|---------|-------------------------------------------------|------------------|
| 1/26/18 | Petition to Confirm Successor Trustee<br>Part 1 | APP-ROA--509-539 |
|---------|-------------------------------------------------|------------------|

***APPENDIX VOLUME 7b:***

|         |                                                 |                  |
|---------|-------------------------------------------------|------------------|
| 1/26/18 | Petition to Confirm Successor Trustee<br>Part 2 | APP-ROA--540-569 |
|---------|-------------------------------------------------|------------------|

***APPENDIX VOLUME 8:***

|         |                                                                                                            |                  |
|---------|------------------------------------------------------------------------------------------------------------|------------------|
| 2/6/18  | Amended Notice of Entry-Omnibus Order                                                                      | APP-ROA--570-576 |
| 2/8/18  | Petition for Fees and Costs                                                                                | APP-ROA--577-659 |
| 2/23/18 | Notice of Non-Opposition and Limited Joinder to the Petition for Fees and Costs for Anthony L. Barney, LTD | APP-ROA--660-663 |
| 2/23/18 | Opposition to Petition to Confirm Successor Trustee; Counterpetition for Reinstatement of Petitioners      | APP-ROA--664-735 |
| 3/8/18  | Monte Reason's Application for Reimbursement of Administrative Expenses                                    | APP-ROA--736-741 |

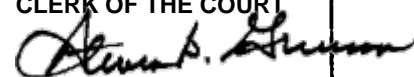
| <i><b>DATE</b></i>                | <i><b>DOCUMENT</b></i>                                                                                                                    | <i><b>NUMBERED</b></i> |
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| <i><b>APPENDIX VOLUME 9:</b></i>  |                                                                                                                                           |                        |
| 3/9/18                            | Petitioners Combined Opposition to (1) Barney Firm Petition For Fees, Etc. (2) Monte Reason's Application for Reimbursement               | APP-ROA--742-840       |
| <i><b>APPENDIX VOLUME 10:</b></i> |                                                                                                                                           |                        |
| 3/12/18                           | Reply to Opposition to Petition to Confirm Successor Trustee; and Opposition to Counter-Petition for Reinstatement of Petitioners         | APP-ROA--841-848       |
| 3/13/18                           | Response to Opposition to Monte Reason's Application for Reimbursement of Administrative Expenses                                         | APP-ROA--849-863       |
| 3/13/18                           | Reply to Petitioner's Combined Opposition to (1) Barney Firm Petition for Fees, Etc., (2) Monte Reason's Application for Reimbursement    | APP-ROA--864-894       |
| 3/15/18                           | Minutes of Hearing – 4/4/18                                                                                                               | APP-ROA--895-898       |
| 3/29/18                           | Motion (1) to Expunge Lis Pendens and/or Strike Pleading; and (2) for Preliminary Injunction                                              | APP-ROA--899-921       |
| <i><b>APPENDIX VOLUME 11:</b></i> |                                                                                                                                           |                        |
| 3/30/18                           | Petitioner's Supplemental Response to Opposition to Petition for Fees (Barney Firm); Request for Evidentiary Hearing, Reopening Discovery | APP-ROA--922-960       |

| <i><b>DATE</b></i>                 | <i><b>DOCUMENT</b></i>                                                                                                                                                                                                                                                                                               | <i><b>NUMBERED</b></i> |
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| <i><b>APPENDIX VOLUME 12:</b></i>  |                                                                                                                                                                                                                                                                                                                      |                        |
| 4/2/18                             | Motion for Turnover of Assets and to Dissolve the Injunction Over Christian Family Trust Assets                                                                                                                                                                                                                      | APP-ROA--961-998       |
| 4/3/18                             | Countermotion 1) to Strike Petitioner's Supplemental Response to Opposition to Petition for Fees (Barney Firm); request for Evidentiary Hearing, and Reopening Discovery; 2) To Find the Former Trustees to be Vexatious Litigants, and 3) For sanctions Against Cary Colt Payne Pursuant to NRS 7.085 and EDCR 7.60 | APP-ROA--999-1036      |
| <i><b>APPENDIX VOLUME 13a:</b></i> |                                                                                                                                                                                                                                                                                                                      |                        |
| 4/4/18                             | Hearing Transcript Part 1                                                                                                                                                                                                                                                                                            | APP-ROA-1037-1061      |
| <i><b>APPENDIX VOLUME 13b:</b></i> |                                                                                                                                                                                                                                                                                                                      |                        |
| 4/4/18                             | Hearing Transcript Part 2                                                                                                                                                                                                                                                                                            | APP-ROA-1062-1186      |
| <i><b>APPENDIX VOLUME 13c:</b></i> |                                                                                                                                                                                                                                                                                                                      |                        |
| 4/4/18                             | Hearing Transcript Part 3                                                                                                                                                                                                                                                                                            | APP-ROA-1087-1111      |
| <i><b>APPENDIX VOLUME 13d:</b></i> |                                                                                                                                                                                                                                                                                                                      |                        |
| 4/4/18                             | Hearing Transcript Part 4                                                                                                                                                                                                                                                                                            | APP-ROA-1112-1134      |

| <i><b>DATE</b></i>                 | <i><b>DOCUMENT</b></i>                                                                                                                                                                                                                                                                                                    | <i><b>NUMBERED</b></i> |
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| <i><b>APPENDIX VOLUME 14a:</b></i> |                                                                                                                                                                                                                                                                                                                           |                        |
| 4/10/18                            | Motion for (1) Fees Pursuant to NRS 165.148<br>(2) Compliance with and Enforcement of<br>Court Order and Sanctions; (3) for Order<br>to Show Cause Why Former Trustees<br>Should Not be Held in Contempt, and<br>(4) for Extension of Discovery<br>Part 1                                                                 | APP-ROA-1135-1279      |
| <i><b>APPENDIX VOLUME 14b:</b></i> |                                                                                                                                                                                                                                                                                                                           |                        |
| 4/10/18                            | Motion for (1) Fees Pursuant to NRS 165.148<br>(2) Compliance with and Enforcement of<br>Court Order and Sanctions; (3) for Order<br>to Show Cause Why Former Trustees<br>Should Not be Held in Contempt, and<br>(4) for Extension of Discovery<br>Part 2                                                                 | APP-ROA-1180-1224      |
| <i><b>APPENDIX VOLUME 15:</b></i>  |                                                                                                                                                                                                                                                                                                                           |                        |
| 4/12/18                            | Notice of Entry of Order (Barney Petition Fees)                                                                                                                                                                                                                                                                           | APP-ROA-1225-1232      |
| 4/19/18                            | Petitioner's Combined Opposition to (1) Motion<br>to Turnover Assets and Dissolve Injunction over<br>Trust Assets; (2) Motion to 1. Expunge Lis<br>Pendens and 2. Preliminary Injunction and<br>Counter-motion for Distribution/ Termination of Trust;<br>Alternatively for Stay/ Set Bond and Set Evidentiary<br>Hearing | APP-ROA-1233-1254      |
| 4/19/18                            | Opposition to Motion for (1) fees, (2) compliance,<br>(3) for Order to Show Cause and (4) Extension<br>of Discovery, counter-motion to Distribute Trust<br>Property (2nd request)                                                                                                                                         | APP-ROA-1255-1292      |

| <i><b>DATE</b></i>                | <i><b>DOCUMENT</b></i>                                                                                                                                                                                                                                                                                                          | <i><b>NUMBERED</b></i> |
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| <i><b>APPENDIX VOLUME 16:</b></i> |                                                                                                                                                                                                                                                                                                                                 |                        |
| 5/8/18                            | Response to Combined Opposition to (1) Motion to Turnover Assets and Dissolve Injunction Over Trust Assets; (2) Motion to 1. Expunge Lis Pendens and 2. Preliminary Injunction and Opposition to Countermotion or Distribution/Termination of Trust; Alternatively for Stay, Set Bond and Set Evidentiary Hearing               | APP-ROA-1293-1333      |
| 5/11/18                           | Supplement to response to Combined Opposition to (1) Motion to Turnover Assets and Dissolve Injunction Over Trust Assets; (2) Motion to 1. Expunge Lis Pendens and 2. Preliminary Injunction and Opposition to Countermotion for Distribution/Termination of Trust; Alternatively for Stay/Set Bond and Set Evidentiary Hearing | APP-ROA-1334-1337      |
| 5/16/18                           | Hearing Transcript                                                                                                                                                                                                                                                                                                              | APP-ROA-1338-1390      |
| <i><b>APPENDIX VOLUME 17:</b></i> |                                                                                                                                                                                                                                                                                                                                 |                        |
| 6/1/18                            | Notice of Entry of Order (Utkin suspension)                                                                                                                                                                                                                                                                                     | APP-ROA-1391-1401      |
| 10/8/18                           | Notice of Entry – Probate Commissioner R&R (Hearing re Utkin removal)                                                                                                                                                                                                                                                           | APP-ROA-1402-1408      |
| 11/13/18                          | Notice of Entry – Order Affirming Probate Commissioner R&R (Utkin removal)                                                                                                                                                                                                                                                      | APP-ROA-1409-1414      |





**PET**  
CARY COLT PAYNE, ESQ.  
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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





**A. Trust Documents and Major Beneficiaries**

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

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

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



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.<br>RUSHFORTH, LEE & KIEFER, LLP<br>1701 Village Center Circle, Suite 150<br>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 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

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).

Joseph Powell, Esq.  
RUSHFORTH, LEE & KIEFER, LLP  
1701 Village Center Circle, Suite 150  
Las Vegas, NV 89134  
email: [joey@rushforth.com](mailto:joey@rushforth.com)  
Attorney for Monte Reason

Tiffany S. Barney, Esq.  
ANTHONY L. BARNEY LTD.  
3317 W. Charleston Blvd., Suite B  
Las Vegas, NV 89102  
email: [tiffany@anthonybarney.com](mailto:tiffany@anthonybarney.com)  
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”

[Skip to Main Content](#) [Logout](#) [My Account](#) [Search Menu](#) [New District Civil/Criminal Search](#) [Refine Search](#) [Close](#)

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

|                                                                                                                           |                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Defendant</b> Reason, Monte B <i>Also Known As Reason III , Monte B</i></p> <p><b>Plaintiff</b> State of Nevada</p> | <p><b>Lead Attorneys</b><br/>Public Defender<br/><i>Retained</i><br/>702-455-4685(W)</p> <p><b>Rex A. Bell, Jr.</b><br/>702-387-6156(W)</p> |
|---------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|

### 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](#)



[Skip to Main Content](#) [Logout](#) [My Account](#) [Search Menu](#) [New Criminal Search](#) [Refine Search](#) [Back](#)Location : Justice Court [Help](#)**REGISTER OF ACTIONS**

CASE No. 99F19239X

State of Nevada vs Reason, Monte Brian

\$  
\$  
\$  
\$  
\$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  
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

## REGISTER OF ACTIONS

### CASE NO. 07F04298X

State of Nevada vs Reason, Monte Brian

§  
§  
§  
§  
§  
§  
§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**        **State of Nevada**  
**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

| Date       | Event                                                                                                                                                 |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | <b>DISPOSITIONS</b>                                                                                                                                   |
| 03/20/2007 | <b>Disposition</b> (Judicial Officer: Bonaventure, Joseph M.)<br>1. POSSESSION OF METHAMPHETAMINE<br>WAVE PRELIM UNCOND PER PLEA NEGO                 |
| 03/20/2007 | <b>Plea</b> (Judicial Officer: Bonaventure, Joseph M.)<br>1. POSSESSION OF METHAMPHETAMINE<br>Bound Over                                              |
|            | <b>OTHER EVENTS AND HEARINGS</b>                                                                                                                      |
| 03/03/2007 | <b>48 HOUR - PROBABLE CAUSE FOUND</b> (Judicial Officer: Silver, Abbi )<br>48 HOUR HEARING                                                            |
| 03/03/2007 | <b>48 Hour Probable Cause Review</b> (8:00 AM) (Judicial Officer Silver, Abbi)<br>Result: COMPLETED                                                   |
| 03/05/2007 | <b>TRANSFERRED TO JC</b><br>TRANSFERRED TO JC                                                                                                         |
| 03/05/2007 | <b>RECEIVED FROM DA</b><br>RECEIVED FROM DA                                                                                                           |
| 03/05/2007 | <b>COMPLETED BY JMH</b><br>MinuteCode1: COMPLETED BY JMH MinuteCode3: COMPLETED BY JMH                                                                |
| 03/05/2007 | <b>COMPLETED BY JLM</b><br>MinuteCode1: COMPLETED BY JLM MinuteCode3: COMPLETED BY JLM                                                                |
| 03/05/2007 | <b>CTRAK Track Assignment JC09</b>                                                                                                                    |
| 03/06/2007 | <b>CONTD FOR NEGOTIATIONS</b> (Judicial Officer: Bonaventure, Joseph M. )<br>72H HEARING P/C                                                          |
| 03/06/2007 | <b>72 Hour Hearing</b> (8:00 AM) (Judicial Officer Bonaventure, Joseph M.)<br>Result: COMPLETED                                                       |
| 03/08/2007 | <b>P/H DATE STANDS</b> (Judicial Officer: Bonaventure, Joseph M. )<br>FELONY ARRGN                                                                    |
| 03/08/2007 | <b>Arraignment</b> (8:00 AM) (Judicial Officer Bonaventure, Joseph M.)<br>Result: COMPLETED                                                           |
| 03/20/2007 | <b>WAVE PRELIM UNCOND PER PLEA NEGO</b> (Judicial Officer: Bonaventure, Joseph M. )<br>PRELIM HEARING                                                 |
| 03/20/2007 | <b>Preliminary Hearing</b> (8:00 AM) (Judicial Officer Bonaventure, Joseph M.)<br>Result: Bound Over                                                  |
| 03/28/2007 | <b>SEE CHARGE/DISPOSITION/SENT RECORDS</b> (Judicial Officer: Bell, Stewart )<br>FELONY ARRGN                                                         |
| 03/28/2007 | <b>DISPOSITION NOTICE FOR DISTRICT COURT</b><br>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

**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

- 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 MONTE BRIAN REASON )

10 Social Security #: xxx-xx-2976 )

11  
12 For an Order to Seal Records )  
13 )

Case No.:

Dept. No.:

14  
15 **ORDER TO SEAL RECORDS**

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

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

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

25 ///

26 ///

27 ///

28 ///

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.**

27 ///

28 ///

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

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  
Participant ID #:  
0650000303007

Statewide Past Due Amount:\*  
15041.95

## CHILD SUPPORT WARNING NOTICE

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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
- 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.



**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:

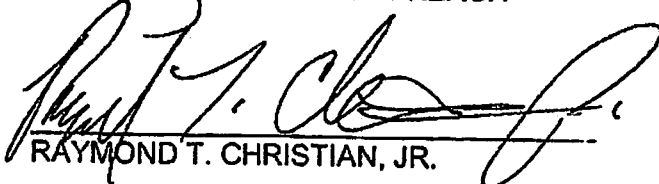
  
RAYMOND T. CHRISTIAN

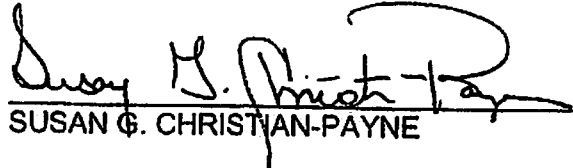
  
NANCY I. CHRISTIAN

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

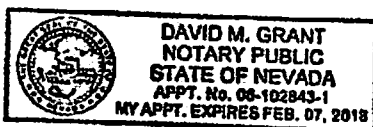
  
RAYMOND T. CHRISTIAN, JR.

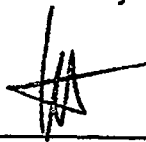
  
SUSAN G. CHRISTIAN-PAYNE

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.

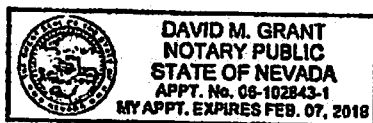


  
\_\_\_\_\_  
NOTARY PUBLIC

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.



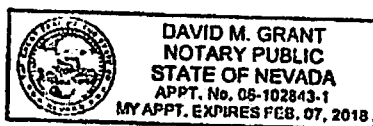
A handwritten signature in black ink, appearing to be "DM Grant", written over a horizontal line.

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.



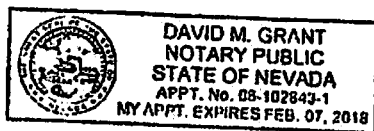
A handwritten signature in black ink, appearing to be "DM Grant", written over a horizontal line.

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 thehillersteam@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<br>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

***EXHIBIT PAGE INTENTIONALLY LEFT BLANK***

**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.

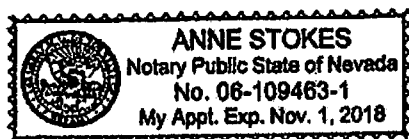
*Monte Reason*  
MONTE BRIAN REASON

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

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.

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.

7. The "Certificate of Incumbency" may be titled something else (such as "Affidavit of Successor Trustee" or "Certificate of Acceptance of Trusteeship") and may be in such form as is appropriate under the circumstances and in the jurisdiction or jurisdictions in which it may be used. It shall reference this Modification and Designation of Trustee and Successor Trustee.

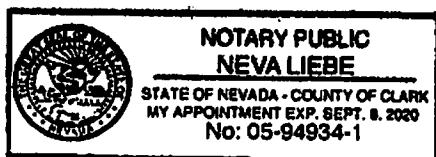
8. Pursuant to NRS 53.045, I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed this 6-13-17 day of June, 2017.

Nancy Christian  
Nancy Christian, Trustor of the Christian  
Family Trust dated October 11, 2016

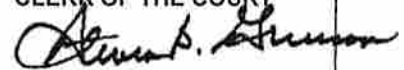
STATE OF NEVADA }  
COUNTY OF CLARK } ss.  
}

This instrument was subscribed to, sworn to, and acknowledged before me on the 12<sup>th</sup> of June, 2017 by Nancy Christian, Trustor of the Christian Family Trust dated October 11, 2016.



Neva L. Ladd  
NOTARY PUBLIC





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  
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) 26

14 Dated October 11, 2016

15 **NOTICE OF MOTION AND MOTION TO DISMISS PURSUANT TO NRCP 12(b)(1)**  
16 **AND NRCP 12(b)(5)**

17 Nancy Christian ("Nancy" or "Trustor"), by and through their attorneys at the law firm  
18 of Anthony L. Barney, Ltd. files the above-referenced Motion to Dismiss Pursuant to NRCP  
19 12(b)(1) and NRCP 12(b)(5) ("Motion") requesting relief from this Court. This Motion is based  
20 upon the pleadings and papers on file herein, the memorandum of points and authorities, any  
21 exhibits filed herewith, the Verification attached hereto, and any oral arguments that may be  
22 presented at the time of hearing.  
23

24 Dated this 17<sup>th</sup> day of August 2017.

25 ANTHONY L. BARNEY, LTD.



26 Anthony L. Barney, Esq.  
27 Nevada Bar No. 8366  
28 Attorney for Nancy Christian

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PLEASE TAKE NOTICE that the undersigned will bring the above motion on for hearing before this Court at Probate, Courtroom 10C of the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89155 on the following date and time: **September 1, 2017 at 9:30 a.m.** or as soon thereafter as counsel can be heard.

Respectfully Submitted,  
**ANTHONY L. BARNEY, LTD.**

Anthony L. Barney, Esq.  
Nevada Bar No. 8366  
Tiffany S. Barney, Esq.  
Nevada Bar No. 9754  
Zachary D. Holyoak, Esq.  
Nevada Bar No. 14217  
3317 W. Charleston Blvd., Suite B  
Las Vegas, NV 89102-1835  
(702) 438-7878

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. Facts Presented:

- 3 1. On October 10, 2016, Raymond Christian Sr., ("Raymond Sr.," ) and Nancy Christian  
4 ("Nancy") executed the Christian Family Trust ("Trust").  
5  
6 2. Raymond Sr., passed away on January 31, 2017.  
7  
8 3. Shortly before Raymond Sr.'s death, Susan Christian-Payne, Rosemary Keach, and  
9 Raymond Christian Jr., (collectively the "Former Trustees") guarded Nancy and  
10 Raymond in shifts and communication from outside friends and family was halted.  
11  
12 4. The Former Trustees fed Raymond junk food continuously, against doctor's orders,  
13 especially considering he was a diabetic. ?  
14  
15 5. Nancy believes that sedatives were administered to her by the Former Trustees in her ?  
16 food because she slept all the time, while under the guard of the Former Trustees.  
17  
18 6. Once when Nancy was suffering from chest pains she attempted to call 911, one of the ?  
19 Former Trustees snatched the phone out of her hand, yelled at Nancy, and gave Nancy a  
20 pill that made her sleep all day.  
21  
22 7. Under the guard of the Former Trustees, Nancy's prescription medication for diabetes, ?  
23 heart problems, and high blood pressure went unfilled for two months. <sup>They were not</sup> <sub>qu</sub>  
24  
25 8. In a drunken rage, the Former Trustees kicked Nancy out of the home on Christmas Eve  
26 because Nancy, being diabetic, refused to eat the pasta ordered by the Former Trustees  
27 for her.  
28  
29 9. Raymond Sr., eventually persuaded the Former Trustees to let Nancy return to be with  
her dying husband.

- 1 10. However, again on January 16, 2017 the Former Trustees kicked Nancy out of the home  
2 because she requested oatmeal for breakfast instead of the unhealthy food the Former  
3 Trustees were forcing on her.  
4
- 5 11. While throwing Nancy and her belongings out of the home, Raymond Jr. told Nancy, "I  
6 hope I never see your face again! I hope you die and I will piss on your grave."  
7
- 8 12. The Former Trustees attempted to prevent Nancy from ever seeing or speaking to  
9 Raymond Sr. again.  
10
- 11 13. However, on one occasion about a week prior to Raymond Sr.'s death, Nancy was able  
12 to speak to him by phone because a hospice nurse allowed him to call her.  
13
- 14 14. During this phone call, Raymond Sr. expressed his fear of the Former Trustees and  
15 indicated that his bank account had been emptied.  
16
- 17 15. Nancy told Raymond Sr. to leave and move in with her, however Nancy could hear the  
18 Former Trustees enter the room and the phone was abruptly hung up.  
19
- 20 16. This was the last contact Nancy had with her husband.  
21
- 22 17. The former Trustee's informed Nancy by text message that Raymond passed away.  
23
- 24 18. The Former Trustees did not inform or include Nancy in any funeral arrangements for  
25 Raymond Sr.  
26
- 27 19. After Nancy recovered from the effects of the mental, physical, and emotional abuse she  
28 suffered at the hands of the Former Trustees, she retained the undersigned attorney to  
investigate the matter and work on a solution.
20. The undersigned sought information from the Former Trustees and made requests for  
information pursuant to the terms of the Trust and also made requests for distributions  
from the Trust for Nancy's physical and mental well-being.

1 21. The Former Trustees refused to provide Nancy with any distributions from the Trust  
2 presumably to increase their beneficial interest at the death of Nancy, which Raymond  
3 Jr. wished out-loud would happen.

4  
5 22. Nancy currently lives in a 600-square foot condo which has a mortgage on it.

6 23. She has significant monthly expenses beyond basic needs, including substantial medical  
7 expenses for her heart condition, diabetes, and high blood pressure.

8 24. Furthermore, Nancy has been forced to hire an attorney to protect her from the malicious  
9 behavior of the Former Trustees.

10  
11 25. Based on the Former Trustees' abusive treatment of Nancy, she chose to exercise her  
12 rights under the Trust to change Trustees.

13 26. Article 9.3 of the Trust provides Nancy, the Survivor, the absolute power to change the  
14 Trustee of the Trust.<sup>1</sup>

15 27. There is no limitation on this power as the Former Trustees have inaccurately alleged.

16  
17 28. There is no language in the Trust which prevents Nancy from changing the Trustee of  
18 the undivided trust, the alleged Decedent's trust (which does not exist and is not  
19 authorized by the terms of the Trust), or the Survivor's Trust.

20 29. Nancy considered her options with full knowledge of Monte Reason's past legal issues.

21  
22 30. Nancy was horrified at the thought of the Former Trustees continuing in their reign of  
23 terror over her and her property.

24 31. Therefore, she exercised her right to change the Trustees of the Trust.

25  
26  
27  
28 <sup>1</sup> See Exhibit A of the Former Trustees' Petition filed July 31, 2017 at section 9.3 stating in part; "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."

1 32. Her attorney drafted the Modification and Designation of Trustee and Successor Trustee  
2 in accordance with Nancy's request.<sup>2</sup>

3 33. Nancy's action to replace the Former Trustees was reviewed by an independent attorney,  
4 Sean Tanko, Esq., who also serves as the Probate Commissioner Pro Tem.

5 34. Mr. Tanko provided a certificate of independent review pursuant to NRS 155.0975  
6 wherein he certified that the action was not the product of fraud, duress, or undue  
7 influence.<sup>3</sup>

8 35. This written instrument replacing the Former was provided to the Former Trustees on  
9 June 13, 2017.<sup>4</sup>

10 36. Despite the Former Trustees' assertion otherwise, no distribution is authorized under the  
11 terms of the Trust to any person other than Nancy until after her death.<sup>5</sup>

12 37. Despite Nancy's requests, the Former Trustees have not provided any evidence that the  
13 Trust was split into a Survivor's Trust and a Decedent's Trust.

14 38. No provision of the Trust authorizes the creation of a Decedent's Trust as the Former  
15 Trustees have pled.

16  
17  
18  
19 **II. Legal Authority and Argument:**

20 ***A. This motion is brought pursuant to NRCP 12.***

21 NRCP 12(b) authorizes certain defenses to be brought by motion within the time allowed  
22 for a defendant to file an answer. Included in these defenses is the defense of "lack of subject  
23 matter jurisdiction," and the defense of "failure to state a claim upon which relief can be  
24

25  
26  
27 <sup>2</sup> See Modification and Designation of Trustee and Successor Trustee attached hereto and incorporated herein as Exhibit A

28 <sup>3</sup> See Certificate of Independent Review attached hereto and incorporated herein as Exhibit B.

<sup>4</sup> See Letter dated June 13, 2017 with Modification and Designation of Trustee and Successor Trustee attached hereto and incorporated herein as Exhibit C.

1 granted.”<sup>6</sup> NRCP 12(a) further states that “a defendant shall serve an answer within 20 days  
2 after being served,”<sup>7</sup> and “[t]he service of a motion permitted under this rule alters these periods  
3 of time as follows, unless a different time is fixed by order of the court: if the court denies the  
4 motion or postpones its disposition until the trial on the merits, a responsive pleading shall be  
5 served within 10 days after notice of the court’s action.”<sup>8</sup> If the Court denies Nancy’s motion to  
6 dismiss, or postpones its disposition until a trial, Nancy must be provided 10 days from the  
7 notice of the court’s action to file a substantive responsive pleading to the Former Trustees’  
8 petition.  
9

10  
11 ***B. This court lacks subject matter jurisdiction because the Former Trustees lack standing  
12 to maintain their petition.***

13 NRCP 12(b)(1) allows for the defense of the lack of jurisdiction over the subject matter  
14 to be brought by motion. Herein, the Former Trustees do not have standing and thus the court  
15 would lack jurisdiction over them and their substantive claims. A California court indicated that  
16 standing is a jurisdictional issue that must be established in some appropriate matter and that the  
17 fundamental aspect of standing is that it focuses on the party seeking to get his or her complaint  
18 before the court – not on the issues the party wishes to have adjudicated.<sup>9</sup> Other courts have  
19 stated that “[w]hen a party lacks standing sufficient to maintain the action and, consequently,  
20 has no right to relief, the court necessarily does not have jurisdiction of the question presented  
21  
22  
23

24  
25 <sup>5</sup> See section 6.1 of the Trust which the Former Trustees have alleged authorizes their requested distribution to  
26 themselves, indicating that distributions be made “[u]pon the death of both Truators.”

27 <sup>6</sup> See NRCP 12(b)(1) and 12(b)(5)

28 <sup>7</sup> See NRCP 12 (a)(1)

<sup>8</sup> See NRCP 12 (a)(4)(A)

<sup>9</sup> *Chiatello v. City and County of San Francisco*, 189 Cal. App. 4th 472, 480-481, 117 Cal. Rptr. 3d 169, 176, 2010  
Cal. App. LEXIS 1811, \*14-15 (Cal. App. 1st Dist. Oct. 21, 2010), citing *Waste Management of Alameda County,  
Inc. v. County of Alameda* (2000) 79 Cal.App.4th 1223, 1232 [94 Cal. Rptr. 2d 740]. Additionally, this same case  
indicates that a party must be able to demonstrate that he or she has some such beneficial interest that is concrete  
and actual, and not conjectural or hypothetical.

1 and may not enter a judgment on the matter.”<sup>10</sup> In other words, “[c]ourts have a duty to  
2 determine if a party has standing prior to addressing the substantive issues of the case.”<sup>11</sup>

3 For the purposes of a trust, Nevada deals with standing in terms of a person’s status as  
4 an interested party. NRS 132.185 defines an interested person as “a person whose right or  
5 interest under an estate or trust may be materially affected by a decision of a fiduciary or a  
6 decision of the court.” Furthermore, the same statute indicates that the “fiduciary or court shall  
7 determine who is an interested person according to the particular purposes of, and matter  
8 involved in, a proceeding.”  
9

10 Finally, the Nevada Supreme Court has held that “Nevada statutes do not contemplate  
11 beneficiaries to a revocable inter vivos trust challenging the trust until the settlor’s death.  
12 Furthermore, such beneficiaries have only a contingent interest, at most, while the settlor is still  
13 alive. That interest does not vest until the settlor’s death. Other jurisdictions addressing the  
14 issue have held similarly.”<sup>12</sup> Since the Christian Family Trust is a revocable inter vivos trust  
15 and the Trustor is still living, this case law is directly on point.  
16

17 Herein, the Former Trustees are no longer trustees;<sup>13</sup> they are, at best, contingent  
18 beneficiaries of the trust but not vested beneficiaries. Since the Trustor is still living, they have  
19 no current right or interest under the trust, which could be materially affected by a decision of a  
20 fiduciary or the court. The Former Trustees are not interested parties as it regards the Trust and  
21 therefore, they lack standing to bring their petition or claims. Even Mr. Payne, counsel for the  
22 Former Trustees, appears to agree with this analysis.<sup>14</sup>  
23  
24

25  
26  
27 <sup>10</sup> *Higginbotham v. Higginbotham*, 362 S.W.3d 34, 36-37, (Mo. Ct. App. 2012)

<sup>11</sup> *CACH, LLC v. Askew*, 358 S.W.3d 58, 61, (Mo. 2012)

<sup>12</sup> *Linthicum v. Rudi*, 122 Nev. 1452, 1457, (Nev. Dec. 28, 2006)(Emphasis added).

<sup>13</sup> See Exhibit A.

<sup>14</sup> See Mr. Payne’s objection filed August 14, 2017 in Case Number P-17-090719-T at page 5 lines 7-19 arguing that until the death of the surviving settlor, no remainder beneficiary has standing to bring a petition challenging the



1 allegations that are merely conclusory, unwarranted deductions of fact or unreasonable  
2 inferences.<sup>20</sup> Furthermore, when a person lacks standing that person has no right to relief.<sup>21</sup>

3  
4 Herein, the Former Trustees have failed to provide evidence that they have more than a  
5 contingent interest in the Trust. While the Trustor is still living, their interest has not vested.  
6 The Former Trustees have failed to plead any evidence contrary to these facts. Instead, they  
7 have made conclusory unwarranted deductions of "fact", inserted opinions and unreasonable  
8 inferences in their pleading, which is insufficient to survive a motion to dismiss.

9  
10 Most importantly, as detailed above, the Former Trustees lack standing in the Trust.  
11 Therefore, the Former Trustees are unable to bring a substantive claim that would entitle them  
12 to relief. They do not have a legitimate claim for which relief could be granted; thus, their  
13 petition should be dismissed in its entirety.

14 *D. Even if the Former Trustees were somehow found to have standing, they still have*  
15 *failed to plead valid claims for which relief could be granted.*

16 In the unlikely chance that this Court finds that the Former Trustees have standing to  
17 bring their petition, they have not fully stated any claim for which relief could be granted. The  
18 only inferred claims in the Former Trustees' pleading, although none of the elements of the  
19 claims are pled, are exploitation and undue influence. They have alluded to other claims which  
20 are also not fully pled.  
21

22 Surprisingly, the Former Trustees inform the Court that they are still the Trustees of the  
23 Trust, which is simply not true. The Trust does not provide for a Decedent's Trust.<sup>22</sup> Instead, it  
24 allows for decedent's debts to be paid at the discretion of the Trustee and then indicates that all  
25

26  
27  
28 <sup>20</sup> See *Papasan v. Allain*, 478 U.S. 265, 286 (1986) (A court is not required to accept as true legal conclusions  
couched as factual allegations).

<sup>21</sup> *Higginbotham v. Higginbotham*, 362 S.W.3d 34, 36-37, (Mo. Ct. App. 2012)

<sup>22</sup> See Article 4 of Exhibit B of Former Trustees' Petition filed July 31, 2017.

1 remaining assets are part of the Survivor's Trust.<sup>23</sup> Nancy removed them as trustees of the Trust  
2 on June 12, 2017 pursuant to Section 9.3 of the Trust<sup>24</sup>; therefore, they are no longer trustees of  
3 the Trust with the ability to make their current requests.<sup>25</sup> Notably, they do not allege that  
4 Nancy's action removing them as trustees was invalid.<sup>26</sup>  
5

6 To be clear, the Former Trustees' do not plead the necessary elements of exploitation,  
7 undue influence or any other claim; therefore, their pleading lacks any claim for which relief  
8 could be granted. Trustor, Nancy Christian, requests that the court dismiss the Former Trustees  
9 petition in its entirety.  
10

### 11 **III. Conclusion:**

12 Because of the Former Trustees' lack of standing and lack of pleading essential elements  
13 of substantive claims for which relief could be granted, the Former Trustee's petition should be  
14 dismissed in its entirety. WHEREFORE, the Petitioner's respectfully request that this Court  
15 issue the following findings and orders:  
16

- 17 1. The Court dismiss the Former Trustees' Petition in its entirety;
- 18 2. The Court find that the Former Trustees brought their petition with unreasonable  
19 grounds;
- 20 3. The Court grant attorney fees and costs pursuant to NRS 18.010 and 18.020 to  
21 Trustor Nancy Christian; and  
22  
23  
24  
25

26 <sup>23</sup> See Section 4.2 of Exhibit B of Former Trustees' Petition filed July 31, 2017.

27 <sup>24</sup> See Section 9.3 of Exhibit B of Former Trustee's Petition filed July 31, 2017.

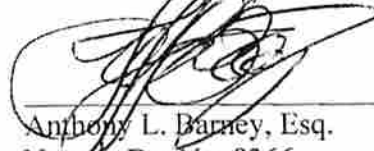
28 <sup>25</sup> See Exhibit A.

<sup>26</sup> Herein, Nancy was freely capable of making a decision to replace the Former Trustees as provided for under the terms of the Trust. Her request was reviewed by an independent attorney who certified that her decision to change trustees was not the product of fraud, duress or undue influence. See Exhibit B. NRS 155.0975(4) provides that an action which has been reviewed by an independent attorney who provides a Certificate of Independent Review does

1 4. The Court grant further relief as the Court deems just and proper.

2 DATED this 17<sup>th</sup> day of August 2017.

3  
4 Respectfully submitted,  
5 ANTHONY L. BARNEY, LTD.

6 

7 Anthony L. Barney, Esq.  
8 Nevada Bar No. 8366

9 Tiffany S. Barney, Esq.  
10 Nevada Bar No. 9754

11 Zachary D. Holyoak, Esq.  
12 Nevada Bar No. 14217

13 3317 W. Charleston Blvd., Suite B  
14 Las Vegas, NV 89102-1835  
15 Telephone: (702) 438-7878  
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not have a presumption that there was fraud, duress, or undue influence and, as such, the Former Trustees are unable to make a claim based on the presumption of undue influence.

VERIFICATION

STATE OF NEVADA )  
 ) ss.  
COUNTY OF CLARK )

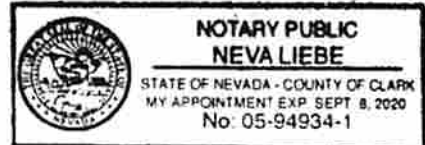
I, Nancy Christian, being first duly sworn under penalty of perjury,  
say as follows:

I am the Petitioner in the foregoing action. I have read the foregoing  
MOTION AND MOTION TO DISMISS PURSUANT TO NRCP 12(B)(1) AND  
12(B)(5) and know the contents thereof. All facts and statements are true to the best of my own  
personal knowledge, except for those statements made upon information and belief, and as to  
those matters, I believe them to be true.

DATED this 17th day of August, 2017.

Nancy Christian  
Nancy Christian

Subscribed and sworn to before me  
this 17th day of August, 2017.



Neva Liebe  
NOTARY PUBLIC in and for said County and State

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9 Cary Colt Payne, Esq.  
10 Cary Colt Payne, Chtd.  
700 S. 8<sup>th</sup> St.  
11 Las Vegas, NV 89101  
12 *Attorney for Susan Christian-Payne,  
Rosemary Keach and Raymond Christian, Jr.*

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# **EXHIBIT A**

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 Oriand 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





# **EXHIBIT B**

## CERTIFICATE OF INDEPENDENT REVIEW

I, Sean M. Tanko, Esq., under penalty of perjury, have reviewed the Nancy Christian Trust ("Instrument") and have counseled my client, Nancy Christian, on the nature and consequences of the transfer or transfers of property to the beneficiary(ies) of the Nancy Christian Trust contained in the transfer Instrument. I am disassociated from the interest of the transferee to the extent that I am in a position to advise my client independently, impartially and confidentially as to the consequences of the transfer. On the basis of this counsel, I conclude that the transfer or transfers of property in the transfer instrument that otherwise might be invalid pursuant to NRS 155.097 are valid because the transfer or transfers are not the product of fraud, duress or undue influence.

DATED this 21<sup>st</sup> day of July, 2017.

  
SEAN M. TANKO, ESQ.

# **EXHIBIT C**

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 Holvock, 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 Licht  
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,



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

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.

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.

7. The "Certificate of Incumbency" may be titled something else (such as "Affidavit of Successor Trustee" or "Certificate of Acceptance of Trusteeship") and may be in such form as is appropriate under the circumstances and in the jurisdiction or jurisdictions in which it may be used. It shall reference this Modification and Designation of Trustee and Successor Trustee.

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.

Executed this 6/27 day of June, 2017.

*Nancy Christian*

Nancy Christian, Trustor of the Christian Family Trust dated October 11, 2016

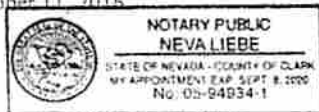
STATE OF NEVADA

}

COUNTY OF CLARK

}

This instrument was subscribed to, sworn to, and acknowledged before me on the 27th of June, 2017 by Nancy Christian, Trustor of the Christian Family Trust dated October 11, 2016.



*Neva Liebe*

NOTARY PUBLIC





Marj Arena <marja.carycoltpayne@gmail.com>

**Notification of Service for Case: P-17-092512-T, In the Matter of the Trust of:The Christian Family Trust u.a.d. 10/11/16 for filing Motion to Dismiss - MDSM - MDSM, Envelope Number: 1372503**

1 message

efilingmail@tylerhost.net <efilingmail@tylerhost.net>  
To: marja.carycoltpayne@gmail.com

Mon, Aug 21, 2017 at 2:17 PM



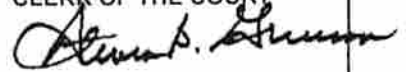
## Notification of Service

Case Number: P-17-092512-T  
Case Style: In the Matter of the Trust of:The Christian Family Trust u.a.d. 10/11/16  
Envelope Number: 1372503

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

| Filing Details      |                                                                                                                                                                                                                                                                                           |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Case Number         | P-17-092512-T                                                                                                                                                                                                                                                                             |
| Case Style          | In the Matter of the Trust of:The Christian Family Trust u.a.d. 10/11/16                                                                                                                                                                                                                  |
| Date/Time Submitted | 8/17/2017 5:47 PM PST                                                                                                                                                                                                                                                                     |
| Filing Type         | Motion to Dismiss - MDSM - MDSM                                                                                                                                                                                                                                                           |
| Filing Description  | Notice of Motion and Motion to Dismiss NRCP 12(b)(1) and NRCP 12(b)(5)                                                                                                                                                                                                                    |
| Filed By            | Anthony Barney                                                                                                                                                                                                                                                                            |
| Service Contacts    | Other Service Contacts not associated with a party on the case:<br><br>Cary Payne, Esq. (carycoltpaynechtd@yahoo.com)<br><br>Marj Arena, Paralegal (marja.carycoltpayne@gmail.com)<br><br>Joseph Powell, Esq. (joey@rushforth.net)<br><br>Tiffany Barney, Esq. (office@anthonybarney.com) |

| Document Details                |                                   |
|---------------------------------|-----------------------------------|
| Served Document                 | <a href="#">Download Document</a> |
| This link is active for 7 days. |                                   |



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.  
4 NV State Bar No. 14217  
5 ANTHONY L. BARNEY, LTD.  
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 EIGHTH JUDICIAL DISTRICT COURT

10 CLARK COUNTY, NEVADA

11 In the Matter of the

Case Number: P-17-092512-T  
Dept.: (PC-1) 26

12 THE CHRISTIAN FAMILY TRUST


13 Dated October 11, 2016

14 ERRATA TO NOTICE OF MOTION AND MOTION TO DISMISS PURSUANT TO  
15 NRCP 12(b)(1) AND NRCP 12(b)(5)

16 Nancy Christian ("Nancy" or "Trustor"), by and through their attorneys at the law firm  
17 of Anthony L. Barney, Ltd. files the above-referenced Errata to her Motion to Dismiss Pursuant  
18 to NRCP 12(b)(1) and NRCP 12(b)(5) ("Motion"). Page nine (9) of the motion was  
19 inadvertently missing from the scanned motion and, therefore, is being attached hereto as  
20 Exhibit 1. Trustor requests that Page 9 be incorporated into her Motion as if attached thereto.  
21

22 Dated this 22<sup>nd</sup> day of August 2017.

23 RESPECTFULLY SUBMITTED

24   
25 TIFFANY S. BARNEY, ESQ.  
26 3317 W. Charleston Blvd., Suite B  
27 Las Vegas, Nevada 89102-1835  
Telephone: (702) 438-7878  
28 office@anthonybarney.com  
Attorney for Nancy Christian

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9 Cary Colt Payne, Esq.  
10 Cary Colt Payne, Chtd.  
700 S. 8<sup>th</sup> St.  
11 Las Vegas, NV 89101  
*Attorney for Susan Christian-Payne,*  
12 *Rosemary Keach and Raymond Christian, Jr.*

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# Exhibit 1

1 Lacking standing, the Former Trustees' petition is insufficient to allow the court to  
2 assume jurisdiction of the Trust.<sup>15</sup> Therefore, the Court lacks subject matter jurisdiction over  
3 this matter and the matter should be dismissed.

4  
5 ***C. Lacking standing, the former trustees have failed to state a claim for which relief can  
6 be granted.***

7 The Nevada Supreme Court has held that in consideration of a dismissal under NRCP  
8 12(b)(5) the court must construe the pleading liberally and draw every fair inference in favor of  
9 the nonmoving party.<sup>16</sup> All factual allegations of the complaint must be accepted as true and a  
10 dismissal is appropriate if it "appears beyond a doubt that the plaintiff could prove no set of  
11 facts which, if accepted by the trier of fact, would entitle him or her to relief."<sup>17</sup> The US  
12 Supreme Court has indicated that a complaint must contain sufficient factual matter to state a  
13 claim that is plausible or a claim that allows the court to draw the reasonable inference that the  
14 defendant is liable for the alleged misconduct.<sup>18</sup> A pleading is insufficient if it offers only  
15 labels, conclusions, a formulaic recitation of the elements of a cause of action or offers  
16 assertions devoid of further "factual enhancement."<sup>19</sup>

17  
18 Although the court takes all material allegations contained in the complaint as true and  
19 casts them in the most favorable light to the plaintiff, it is not required to accept as true  
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24 trust or its administration, "[the] beneficiaries have only a contingent interest, at most, while the settlor is still alive.  
25 That interest does not vest until after the settlor's death."

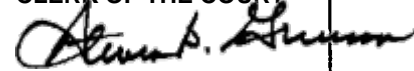
26 <sup>15</sup> See footnote 4 supra

27 <sup>16</sup> *Simpson v. Mars Inc.*, 113 Nev. 188, 190 (Nev. 1997), citing *Vacation Village v. Hitachi America*, 110 Nev. 481,  
484, 874 P.2d 744, 746 (1994); *Citizens for Cold Springs v. City of Reno*, 218 P.3d 847, 850 (Nev. 2009); *Buzz  
Stew, LLC v. City of N. Las Vegas*, 181 P.3d 670, 672 (Nev. 2008)

28 <sup>17</sup> *Id.*

<sup>18</sup> *Ashcroft v. Iqbal*, 129 S. Ct. 1937, 1949 (2009)(quoting *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570  
(2007)).

<sup>19</sup> *Bell Atlantic Corp. v. Twombly*, 550 U.S., at 555, 557.



**SUPP**

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**

|                       |   |            |               |
|-----------------------|---|------------|---------------|
| In the Matter of      | ) | Case No.:  | P-17-092512-T |
|                       | ) | Dept. No.: | S (Probate)   |
| THE CHRISTIAN FAMILY  | ) |            |               |
| TRUST u.a.d. 10/11/16 | ) | Date:      | 10/11/17      |
|                       | ) | Time:      | 2:00 PM       |
| ~~~~~                 | ) |            |               |

**SUPPLEMENT AND ADDENDUM TO PETITION TO ASSUME JURISDICTION OF  
TRUST; CONFIRM TRUSTEES; INSTRUCTIONS, ETC.  
ALTERNATIVELY TO REFORM TRUST AGREEMENT**

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 submits this Errata and Addendum.

**A. The Trust Should be Reformed**

1. That The Christian Family Trust u.a.d. 10/11/16 (the "Trust"), was intended to be a discretionary trust, to protect the parties, in accordance with Nevada law.
2. That the Trust intended to have in place the original three (3) independent trustees, who were also signatories to the agreement.
3. That one of the Settllors, Nancy Christian, is a spendthrift and/or susceptible to influences. That Nancy Christian is an individual in need of protection, which was, *inter alia*, the purpose of the trust, and she agreed to these terms.





4. Per the drafting attorney, David Grant, Esq., the trust was not intended to be revocable as to the independent trustees.

6. That the Trust contained at least one scrivener's or other similar type of error, per the drafting attorney, to wit: Paragraph 9.3 should not permit the removal or modification of the original independent trustees.

7. That the Trust was always intended to be a discretionary trust using an independent trustee for administration, pursuant to NRS 163,4185 and 163.419 , which state:

**NRS 163.4185 Classifications of distribution interests.**

1. A distribution interest may be classified as:

(a) A mandatory interest if the trustee has no discretion to determine whether a distribution should be made, when a distribution should be made or the amount of the distribution.

(b) A support interest if the distribution of a support interest contains a standard for distribution for the support of a person which may be interpreted by the trustee or a court, as necessary. A provision in a trust which provides a support interest may contain mandatory language which a trustee must follow.

(c) A discretionary interest if the trustee has discretion to determine whether a distribution should be made, when a distribution should be made and the amount of the distribution.

2. If a trust contains a combination of a mandatory interest, a support interest or a discretionary interest, the trust must be separated as:

(a) A mandatory interest only to the extent of the mandatory language provided in the trust;

(b) A support interest only to the extent of the support language provided in the trust; and

(c) A discretionary interest for any remaining trust property.

3. If a trust provides for a support interest that also includes mandatory language but the mandatory language is qualified by discretionary language, the support interest must be classified and separated as a discretionary interest.

**NRS 163.419 Discretionary interest: Beneficiary does not have enforceable right to distribution; court review; trustee's powers and duties.** Except as otherwise provided in the trust instrument, with respect to a discretionary interest as described in NRS 163.4185:

1. A beneficiary who has a discretionary interest in a trust does not have an enforceable right to a distribution from the trust, and a court may review a trustee's exercise of discretion concerning a discretionary interest only if the trustee acts dishonestly, with bad faith or willful misconduct.

2. A trustee given discretion in a trust instrument that is described as sole, absolute, uncontrolled, unrestricted or unfettered discretion, or with similar words, has no duty to act reasonably in the exercise of that discretion.

3. Absent express language in a trust to the contrary, if a discretionary interest permits unequal distributions between beneficiaries or to the exclusion of


1 other beneficiaries, the trustee may distribute all of the undistributed income and  
2 principal to one beneficiary in the trustee's discretion.

3 4. Regardless of whether a beneficiary has an outstanding creditor, a trustee  
4 of a discretionary interest may directly pay any expense on the beneficiary's behalf  
5 and may exhaust the income and principal of the trust for the benefit of such  
6 beneficiary.

### 7 CONCLUSION

8 It is clear the purposes of the within trust, and that Nancy, as will be attested to by  
9 the attorney who prepared the documents, did not have the power to replace the original  
10 trustees of a discretionary trust. It is requested that the court issue it's orders setting  
11 aside the Modification and Designation of trustee and Successor Trustee, dated and  
12 recorded June 12, 2017, and reinstate (reform) the petitioners as the original Trustees.

13 Dated: September 14, 2017

14   
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## CERTIFICATE OF SERVICE

The undersigned hereby certifies that on September 15, 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;

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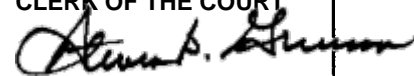
☒ **BY E-MAIL AND/OR ELECTRONIC MEANS:** Pursuant to Eighth Judicial District Court Administrative Order 14-2, Effective June 1, 2014, as identified in Rule 9 of the N.E.F.C.R. as having consented to electronic service, I served via e-mail or other electronic means (Wiznet) to the e-mail address(es)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

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

|                       |   |            |               |
|-----------------------|---|------------|---------------|
| In the Matter of      | ) | Case No.:  | P-17-092512-T |
|                       | ) | Dept. No.: | S (Probate)   |
| THE CHRISTIAN FAMILY  | ) |            |               |
| TRUST u.a.d. 10/11/16 | ) | Date:      | 10/11/17      |
|                       | ) | Time:      | 2:00 PM       |
| ~~~~~                 | ) |            |               |

**PETITIONER'S OPPOSITION TO MOTION TO DISMISS**

COMES NOW Petitioners, SUSAN CHRISTIAN-PAYNE, ROSEMARY KEACH and RAYMOND CHRISTIAN, independent 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 submits this Opposition to the Motion to Dismiss filed in response to Petitioners Petition to Assume Jurisdiction of Trust, Confirm Independent Trustee and Instructions, Etc., which is made and based upon the attached Points and Authorities, Exhibits, pleadings on file to date, and any oral argument that the Court may allow at the time of the hearing.

**POINTS AND AUTHORITIES**

**A. Introduction**

At the outset, there are allegations made by Nancy and/or her counsel, which have not been supported whatsoever by any sort of admissible evidence.

CARY COLT PAYNE, CHTD.

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1 Since Nancy has been historically known to tell a large tale or embellish factual  
2 situations with additional information which is not true, it is curious that the allegations  
3 regarding being given sedatives, junk food being fed to decedent, isolation, drunken  
4 rages, etc. Such allegations should be pled with specific dates, times, etc., not just the  
5 words "once" or "Nancy believes".  
6

7 Specifically, Petitioners would like to address some of these items.

8 Considering that at the end of his life, the decedent required 24/7 care. Nancy  
9 voluntarily made herself scared, saying she could not handle it. The Petitioners were  
10 constantly in touch with all family and friends regarding the decedent, on speakerphone  
11 for all to speak with him. No one limited or isolated anyone.  
12

13 Junk food. This is the diet that Nancy had her husband on, against doctor's  
14 orders, prior to Petitioners becoming involved. Once they did the diet changed. Nancy  
15 benefitted from the home-cooked wholesome foods just as much as the decedent did.  
16

17 Medication/Sedatives. The Petitioners were not Nancy's guardians, or ever had  
18 control over her medications, refilling prescriptions, etc. While one of them provided a  
19 ride to her doctor's appointments, Nancy was always in charge of all of her own  
20 medications, and she often would not remember if she took her medications or not. She  
21 constantly attempted to refill a prescription, prior to the time she should, and was refused  
22 when it was the wrong times. When the move was made from Dancing Vines to Bluff  
23 Point in November 2016, a box was found under Nancy's bed with a stockpile of her  
24 medications in it. It should be noted that Nancy is hard of hearing, actually legally deaf,  
25 has had two strokes, and some memory impairment.  
26  
27  
28



1           Drunken rage (Christmas Eve). During a family dinner, it was Nancy who  
2 commenced a fight with her husband, resulting in Nancy voluntarily deciding to pack and  
3 leave and move into her condo. It was Nancy who was in the rage, not anyone else. The  
4 Petitioners were not involved in their argument, and tried to quiet everyone down, to no  
5 avail. Nancy spoke with her husband the next day, and he told her he did not want her to  
6 come back. Only after he spoke with the Petitioners did he relent. When Nancy returned  
7 two days later, she apologized to everyone, and specifically asked the Petitioners to stop  
8 her if they saw her behavior getting out of control again.  
9

10           January 2017 "removal". Nancy left for good after another fight with her husband,  
11 who was the individual who told her to leave. The fight entailed their regularly occurring  
12 argument over supporting Monte Reason, Nancy's 48 year old son. Nancy, from her own  
13 funds has supported him since he got out of prison in 2010, and her husband wanted  
14 nothing to do with supporting him. The decedent had briefly compromised, allowing  
15 Monte to come into their home as a caregiver (Sept. 2016), but Ray, Sr. after only a  
16 couple of months fired him for his abusive behavior. This event commenced Nancy's  
17 continuous demand for money. While she had her own income, she wanted more from  
18 her husband, for Monte's support, which he refused. Nancy's consistent reaction would  
19 be for her to become enraged and volatile. She would then threaten to leave and when  
20 her husband said for her to do just that, she did. After the last time in January 2017, her  
21 husband refused to speak with her again, although he spoke with everyone else.  
22  
23

24           The following "events" never happened. The chest pains/911 call; Ray Jr's  
25 telephone call (never speak to you again); Ray Sr., call he was afraid of children or  
26 emptied bank account.  
27  
28



1 The Petitioners, via text message informed Nancy her husband passed. She  
2 refused all contact with the Petitioners regarding funeral etc. The decedent had planned  
3 his funeral ahead of time. All the Petitioners did was put the plan in motion when the time  
4 came.

5  
6 Unless and until Nancy and/or her counsel can provide actual admissible evidence  
7 as to these spurious allegations and factual misrepresentations, all they can be  
8 considered are more of Nancy's fantasy and stories, and are factual misrepresentations  
9 to this court.

10  
11 ***B. The Petitioners Have Standing as Beneficiary and Trustee***

12 The Petitioners are original signatories to the Trust Agreement. The trustees have  
13 confirmed with their attorney that any right to remove them as trustee was in error.  
14 **(Exhibit "A")**

15 As beneficiaries, while paragraph 6.1 does provide for distribution after the  
16 surviving trustor passes, one must look to paragraph 6.1(g) of the trust, which provides  
17 the exception to the entire paragraph (6.1), and provides for a distribution of the Dancing  
18 Vines proceeds of sale to, *inter alia*, the Petitioners, prior to the surviving spouses'  
19 demise, it is clear that their interest vested in the trust once the Dancing Vines property  
20 was sold (2/13/17). Even though Nancy has attempted to improperly remove the  
21 petitioners as trustees, the legality of which has yet to be determined, paragraph 6.1(g)  
22 vested Petitioners interests now, prior to her demise, and therefore the Petitioners have  
23 standing to bring the within petition.

24  
25  
26 Petitioners also brought their Petition pursuant to NRS 153.031(a), (b), (d), (f), (h),  
27 (k), and (q); NRS 163.115; NRS 164.005; NRS 164.010; NRS 164.015; and NRS  
28 164.033. The Motion to Dismiss fails to address these provisions and therefore should be  
denied.



1 **C. Nancy Christian has Breached the Agreement**

2 The Petitioners agreed, because their father asked them to be the original,  
3 independent trustees from the outset. Nancy also agreed to this. See Trust Agreement.

4 The purpose of the discretionary trust was to protect Nancy from undue influence from  
5 Monte Reason, which her husband believed was already occurring.

6 It should be noted that Nancy and Ray, Sr., were married, had children (inter alia,  
7 petitioners) divorced, married other people, each had other children (Nancy had Monte  
8 Reason), both ended those relationships and Nancy and Ray, Sr. married again in 2009.

9 As related above, there were specific reasons why, in November 2016, after the  
10 specific incident with Monte Reason, and Nancy's incessant want of money to give to him,  
11 that the discretionary Trust was established<sup>1</sup>. There are quite clear reasons why the  
12 settlor, Ray, Sr. did not want Nancy in charge of funds as it was clearly apparent that any  
13 funds which may be used for her would clearly go all to Monte, whom it was clear to the  
14 rest of the family, was using Nancy.

15 Although Nancy Christian asserts she has the power to remove, she agreed not to  
16 exercise it to remove an initial signatory to the Trust Agreement. The drafting attorney,  
17 David Grant, Esq. has confirmed that the power to remove (Trust ¶19.3) was a scrivener's  
18 error (Exhibit "A"). It was specifically intended that while she was a Trustor, she agreed  
19 that the original independent trustees would remain. The discretionary Trust was  
20 specifically set up that neither of the trustors were the initial trustees, the Petitioners were.

21 This was fully agreed to by all, including Ray Sr., Nancy and the Petitioners. The  
22 Petitioners were signatories to the agreement, and as such, while the trust provides that  
23 Nancy might have a right, doing so breached the agreement.

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1. The money that funded the trust came Mr. Mr. Christian's separate property.



1 This discretionary trust was specifically established by Nancy and Ray, Sr. for what  
2 was, ultimately, Nancy's protection against Monte and her own spendthrift manner.  
3 Monte's last stint in jail was for stealing from her. The Petitioners were mutually chosen  
4 as the initial independent trustees. If Nancy did not want them as independent trustees,  
5 she should not have signed the agreement. She was not under either fraud or duress to  
6 sign the trust agreement. By her own conduct, intentionally relinquishing her rights to be  
7 trustee or naming any other trustees, Nancy waived her rights in favor of the Petitioners,  
8 and cannot now remove them.

9  
10  
11 "A waiver is the intentional relinquishment of a known right." Reno Realty v.  
12 Hornstein, 72 Nev. 219, 301 P.2d 1051 (1956). "To establish a valid waiver, the party  
13 asserting the defense must show that there has been an intentional relinquishment of a  
14 known right." Mahban v. MGM Grand Hotels, 100 Nev. 593, 596, 691 P.2d 421, 423  
15 (1984). "While a waiver may be the subject of express agreement, it may also "be implied  
16 from conduct which evidences an intention to waive a right, or by conduct which is  
17 inconsistent with any other intention than to waive a right."" Mahban, 100 Nev. at 596, 691  
18 P.2d at 423-4.

19  
20 Once Ray Sr., died, Nancy immediately commenced her demands as to obtaining  
21 \$5,000 per month. The Trust agreement specifically gave the Petitioner's ultimate  
22 discretion. The Trust provides at Article 4, ¶4.3(a) that: "*the Trustee, in Trustees' sole*  
23 *discretion may pay to the Survivor all of the net income of the Trust estate, as the*  
24 *Trustee may determine necessary, in the Trustee's sole discretion for the health,*  
25 *education and maintenance of the survivor...*". [Emphasis added]

26  
27 When inquiry was made as to the reasons why Nancy insisted on such sums, or  
28 providing backup documentation for her request, no response was ever received by the  
Petitioners or their attorney.



1 It is obvious that the breach was encouraged by Monte Reason, whom Nancy  
2 named as successor trustee, the very person the trust was created to protect Nancy from.


3  
4 By agreeing to the discretionary trust agreement, Nancy waived her right to remove  
5 the Petitioners as trustees.

### 6 CONCLUSION

7 There are material questions of fact which precludes dismissal of the petition. It is  
8 requested that the court issue it's orders as follows:

- 9 (1) denying the Motion to Dismiss in its entirety;
- 10 (2) taking in rem jurisdiction over the trust;
- 11 (3) that the trust be designated as a discretionary trust;
- 12 (4) confirm that the petitioners are independent co-trustees;
- 13 (5) removing Monte B. Reason as trustee, and limiting his involvement
- 14 (6) confirming the distribution of the net proceeds of sale of the Dancing Vines
- 15 property;
- 16 (7) ordering a protective order on all assets from any distribution, except for the
- 17 payment of mortgages, utilities, and the like, until final determination is made;
- 18 (8) such other and further relief as this court may deem just and equitable.
- 19
- 20
- 21

22 Dated: August \_\_, 2017

23   
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25 Nevada Bar No. 4357  
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# CERTIFICATE OF SERVICE

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

Tommy L. Christian  
245 South Lemon, Apt C  
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Christopher A. Christian  
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San Bernardino, CA 92405

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**CARY COLT PAYNE, CHTD.**

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*EXHIBIT PAGE INTENTIONALLY LEFT BLANK*

**EXHIBIT "A"**



Subject: **Contact With Mr. Grant**

From: Susan.Payne@usda.gov

To: ~~subject@usda.gov~~

Date: **Wednesday, September 6, 2017, 10:36:48 AM PDT**

Hi,

I wanted to keep you guys in the loop. I spoke with our attorney, Mr. Grant, concerning our trust and the appointment of the three of us as Trustees. Mr. Grant confirmed that there was never an intent for Dad or Mom (Granters) to be able to replace us as the Trustees and if it is written in our trust that it is an error. Further, he stated that if Mom (Nancy) attempted to change or replace us and appoint someone else as a Trustee, then he will testify to the circumstances.

Susan