

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 2**

*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> |
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| 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 |

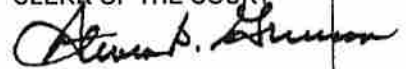
| <i><b>DATE</b></i>                | <i><b>DOCUMENT</b></i>                                                                                                                    | <i><b>NUMBERED</b></i> |
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| <i><b>APPENDIX VOLUME 9:</b></i>  |                                                                                                                                           |                        |
| 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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| <b><i>APPENDIX VOLUME 14a:</i></b> |                                                                                                                                                                                                                                                                                                                           |                        |
| 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      |
| <b><i>APPENDIX VOLUME 14b:</i></b> |                                                                                                                                                                                                                                                                                                                           |                        |
| 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      |
| <b><i>APPENDIX VOLUME 15:</i></b>  |                                                                                                                                                                                                                                                                                                                           |                        |
| 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      |





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Attorneys for Nancy Christian

9  
10 EIGHTH JUDICIAL DISTRICT COURT

11 CLARK COUNTY, NEVADA

12 In the Matter of the

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

13 THE CHRISTIAN FAMILY TRUST

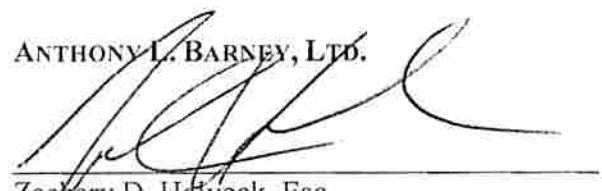
14 Dated October 11, 2016

15 REPLY TO PETITIONER'S OPPOSITION TO MOTION TO DISMISS

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 Reply to Petitioner's Motion to Dismiss  
18 ("Reply") requesting relief from this Court. This Motion is based upon the pleadings and papers  
19 on file herein, the memorandum of points and authorities, any exhibits filed herewith, the  
20 Verification attached hereto, and any oral arguments presented at the time of the hearing.  
21

22 Dated this 4<sup>th</sup> day of October 2017.

23 ANTHONY L. BARNEY, LTD.

24   
25  
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MEMORANDUM OF POINTS AND AUTHORITIES

I. Facts Presented:

Nancy filed her motion to dismiss the Petition based upon the lack of standing of the prior trustees, Susan Christian-Payne, Rosemary Keach and Raymond Christian, Jr. ("Prior Trustees"), as contingent beneficiaries of the trust but not vested beneficiaries. The Prior Trustees filed an opposition to the motion to dismiss on September 15, 2017 to which Nancy files this Reply.

As a preliminary matter, the Prior Trustees have complained of the lack of admissible evidence supporting Nancy's factual statements although Nancy verified all factual statements under penalty of perjury. Unlike Nancy's verified statements, however, the Prior Trustees and their attorney are making defamatory and untruthful statements to support their alleged version of the events without any supporting evidence or verifications under penalty of perjury. Indeed, the Prior Trustees will be unable to provide such evidence, because their version of alleged events is false. If this court denies Nancy's motion to dismiss, Nancy will present several witnesses and documentary evidence, which will confirm the severe abuse suffered by her and her husband at the hands of the Prior Trustees.

Nancy and her husband were being cared for by the Prior Trustees after Nancy's husband was released from the hospital in early 2016. Susan Christian-Payne, essentially forced their way back into Nancy and her husband's life in early 2016 after being estranged from Nancy and her husband, Raymond T. Christian ("Raymond Sr.") for several years prior. The Prior Trustees were abusive to both Nancy and her husband and it is believed that they directly contributed to Raymond Sr.'s death. Upon information and belief, after Raymond Sr.'s death,

1 the Petitioners pillaged the Trust funds to go on extravagant vacations, wrongfully took life  
2 insurance proceeds, and they have now removed Trust funds from the Trust account.

3 On June 13, 2017, after the Prior Trustees refused to provide Nancy with any Trust  
4 funds, Nancy informed Mr. Payne that the Prior Trustees had been removed as trustees on June  
5 12, 2017 pursuant to the clear language of the Trust.<sup>1</sup> She further requested the Trust funds be  
6 safeguarded and transferred to the new trustee.<sup>2</sup> The Modification and Designation of Trustee  
7 and Successor Trustee was attached to the June 13<sup>th</sup> Letter.<sup>3</sup> To certify that the Modification  
8 and Designation of Trustee and Successor Trustee was procured without undue influence, duress  
9 or menace, Nancy went to another attorney who provided her with a Certificate of Independent  
10 Review pursuant to NRS 155.097.

11 Then, on June 21, 2017, Nancy followed up with an electronic email to alert Mr. Payne  
12 and the Prior Trustees of the attorney for the new trustee, Monte Reason ("Mr. Reason") and to  
13 safeguard the trust assets until the Certificate of Incumbency was provided.<sup>4</sup> On June 27, 2017,  
14 Joseph Powell, Esq., counsel for Mr. Reason, provided Mr. Payne with a certificate of  
15 incumbency indicating that Monte Reason had been appointed as Trustee.<sup>5</sup>

16 However, three days later, on June 30, 2017, the Prior Trustees removed \$267,902.53  
17 from the Trust bank account despite the fact that they had been given explicit notice of their lack  
18 of authority to act on behalf of the Trust.<sup>6</sup> On September 21, 2017, after Nancy received

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25 <sup>1</sup> See Letter to Cary Colt Payne dated June 13, 2017 from Tiffany S. Barney, Esq., attached hereto and incorporated  
herein as Exhibit A

26 <sup>2</sup> Id.

27 <sup>3</sup> See attachment to Exhibit A.

28 <sup>4</sup> See Email dated June 21, 2017 from Tiffany S. Barney, Esq., to Cary Colt Payne, Esq., attached hereto and  
incorporated herein as Exhibit B.

<sup>5</sup> See Letter to Cary Colt Payne from Joseph J. Powell, Esq., dated June 27, 2017 attached hereto and incorporated  
herein as Exhibit C.

<sup>6</sup> See Bank Statement for Chase Bank Account attached hereto and incorporated herein as Exhibit D.

1 documentary evidence of the withdrawal of Trust funds, Nancy again requested that the Trust  
2 funds be provided to the new trustee.<sup>7</sup>

3 The Prior Trustees have ignored any and all requests by Nancy, the trustor, or Mr.  
4 Reason, the successor trustee, to deliver the Trust funds to the successor trustee who is the  
5 rightful custodian of the Trust funds. Nancy hereby reserves her right to raise the claims of  
6 conversion, breach of fiduciary duty, and to invoke the no-contest clause against the petitioners  
7 if necessary for their present actions in this matter.  
8

9  
10 **II. Legal Authority and Argument:**

11 ***A. The Petitioners lack standing because they are not vested as beneficiaries and they are***  
12 ***not trustees***

13 Notably, the prior Trustees base their standing on two premises 1) that they were  
14 signatories to the Trust agreement, and 2) that Trust Provision 9.3 was a scrivener's error. The  
15 Prior Trustees acknowledged their duties as trustees on the Trust Agreement; but, as soon as  
16 they were removed as trustees on June 12, 2017, their standing as trustees was eliminated.  
17 Thus, they do not have standing as trustees of the Trust, because they are no longer trustees of  
18 the Trust.  
19

20 Second, Trust Provision 9.3 is not a scrivener's error. Although the Prior Trustees refer  
21 to the Trust as "our trust" and that David Grant, Esq., is "their" attorney<sup>8</sup>, and that he will  
22 allegedly attest to the scrivener's error, David Grant, Esq., was (or should have been) acting as  
23 Nancy and Raymond Sr.'s attorney in the drafting and execution of the Trust. If David Grant,  
24 Esq., indeed believes that Trust Provision 9.3 is in error, as the Prior Trustees claim, then, there  
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28 <sup>7</sup> See Letter from Tiffany S. Barney, Esq., to Cary Colt Payne, Esq., dated September 21, 2017, attached hereto and  
incorporated herein as Exhibit E.

<sup>8</sup> See Exhibit A of the Prior Trustees' Opposition.

1 are serious ethical and malpractice issues in relation to his representation of Nancy and  
2 Raymond Sr., which will be addressed further below.

3 Notably, the only documentary evidence of the alleged "scrivener's error" is  
4 inadmissible as hearsay. While there are several exceptions to hearsay, this document does not  
5 fall under any exception. Unless or until the Petitioner's provide a sworn statement from Mr.  
6 Grant or obtain his testimony at hearing regarding any alleged scrivener's error, they have  
7 provided no admissible evidence to support their new theory to attempt to provide them with  
8 standing.  
9

10 Furthermore, in Nevada, extrinsic evidence is rejected where the document is clear and  
11 unambiguous. "If the language of the trust instrument is plain and capable of legal construction,  
12 that language determines the force and effect of the instrument . . . [and] extrinsic evidence will  
13 not be admitted to alter the plain language of the instrument."<sup>9</sup> Section 9.3 of the Trust is clear  
14 and unambiguous and states, "[a]fter the death of the first Trustor to die, the surviving Trustor  
15 shall have the power to change the Trustee or Successor Trustee of the Trust by an instrument in  
16 writing signed by the surviving Trustor and delivered to the Trustee." There is no ambiguity in  
17 this provision nor does any other provision of the Trust create an ambiguity regarding this  
18 provision. Therefore, no extrinsic evidence, including any possible testimony from David  
19 Grant, or any other person, may be admitted to alter the plain language of the Trust.  
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23 Finally, even if David Grant wanted to testify consistent with the Prior Trustee's hearsay  
24 email, and even if the court could accept extrinsic evidence, Mr. Grant's testimony in this matter  
25 would be subject to the attorney-client privilege, and would violate his duty of confidentiality,  
26 as well as other ethical duties owed by him to Nancy, his former client. Nancy has never  
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28

1 provided written consent to Mr. Grant, which would allow him to divulge her privileged or  
2 confidential information to the Prior Trustees, or any other person now living. In the absence of  
3 such consent, Mr. Grant would be unable to testify.

4  
5 As contingent beneficiaries, the Prior Trustees do not have an enforceable right or  
6 interest under the Trust. Therefore, they are not interested persons pursuant to NRS 132.185.  
7 As previously briefed and approvingly cited by Mr. Payne,<sup>10</sup> "Nevada statutes do not  
8 contemplate beneficiaries to a revocable inter vivos trust challenging the trust until the settlor's  
9 death. Furthermore, such beneficiaries have only a contingent interest, at most, while the settlor  
10 is still alive. That interest does not vest until the settlor's death. Other jurisdictions addressing  
11 the issue have held similarly."<sup>11</sup>

12  
13 Therefore, the Prior Trustees lack standing to bring their present petition. Without  
14 standing, they are unable to bring their petition and allege claims under any of the statutes they  
15 cite in their Opposition.<sup>12</sup>

16  
17 ***B. The Prior Trustees are not vested beneficiaries of the Trust prior to Nancy's passing.***

18 The Petitioner's would have this court believe they are vested beneficiaries of the Trust  
19 prior to Nancy's passing. Such a position is contrary to the terms of the Trust and controlling  
20 case law.

21  
22 The trust explicitly states that the entirety of the Trust is to be used for the benefit of the  
23 surviving spouse.<sup>13</sup> The Trust further requires that the Trust residence be preserved for the  
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26 <sup>9</sup> *Frei v. Goodsell*, 305 P.3d 70, 74, 2013 Nev. LEXIS 53, \*12-13, 129 Nev. Adv. Rep. 43, 2013 WL 3366670  
(Emphasis added.)

27 <sup>10</sup> See Mr. Payne's objection filed August 14, 2017 in Case Number P-17-090719-T at page 5 lines 7-19 arguing  
28 that until the death of the surviving settlor, no remainder beneficiary has standing to bring a petition challenging the  
trust or its administration, "[the] beneficiaries have only a contingent interest, at most, while the settlor is still alive.  
That interest does not vest until after the settlor's death."

<sup>11</sup> *Linthicum v. Rudi*, 122 Nev. 1452, 1457, (Nev. Dec. 28, 2006) (Emphasis added).

<sup>12</sup> See Page 4, lines 26-28 of Prior Trustees' Opposition



1 Survivor and that if the Trust residence is sold, at the direction of the Survivor, the funds shall  
2 be used to purchase or build another residence for the survivor.<sup>14</sup>

3 Finally, Section 6.1 of the Trust provides for distribution to the contingent beneficiaries  
4 only after "the death of both Trustors." The Petitioner's reliance on Section 6.1(g) is misplaced.  
5 The Relevant portion of Section 6.1 (g) states "Moreover, in the event the home referred to in  
6 this section 6.1 was sold prior to the Survivor's death, then an amount equal to the net proceeds  
7 shall be set aside to be held and distributed pursuant to the above terms of this section 6.1."  
8 Section 6.1 does not allow for distribution prior to the death of the survivor, but merely allows  
9 for the net proceeds of the sale of the home to be held and distributed according to section 6.1.  
10 Section 6.1 provides for distribution only after the death of both Trustors.

11 In other words, no distribution to any contingent beneficiaries may be made until after  
12 the death of the Survivor. To state the obvious, Nancy is the Survivor and she is not dead;  
13 therefore, any distributions or request for distributions is entirely premature.

14 Furthermore, the net proceeds of the sale of the home are required to be used to purchase  
15 or build another residence for the survivor. This cannot be done if the net proceed were to be  
16 immediately distributed to the contingent beneficiaries.

17 Finally, the retention of the net proceeds from the sale of the residence is subject to the  
18 distributions which the Trustee, Monte, is authorized to make to Nancy for her health,  
19 education, maintenance, and support. The Prior Trustees lack a vested interest in the Trust  
20 because their potential rights are contingent upon surviving Nancy and upon there being any  
21 remaining assets in the Trust estate at Nancy's death.

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28 <sup>13</sup> See section 4.3 of the trust which provides "Any remaining property, both income and principle of this trust  
estate shall be retained in the Survivor's Trust for the benefit of the Survivor."

<sup>14</sup> See Section 4.4 of the Trust.

1 Even if the Court accepts the Prior Trustees' incorrect and tortured reading of the Trust  
2 and allows an immediate distribution to the Petitioner upon the sale of the Trust Residence,<sup>15</sup> the  
3 Petitioner's still lack standing, because they have already removed far more than their share  
4 from the net proceeds of the sale of the Trust-owned Property.<sup>16</sup> The funds from the sale of the  
5 Trust Residence were deposited into the Trust account and, thereafter, was removed on June 30,  
6 2017 by the Prior Trustees without authority, despite having received several letters from  
7 Tiffany Barney, Esq., and Joey Powell, Esq., requesting the Prior Trustees safeguard and  
8 delivery of Trust assets to Mr. Reason.<sup>17</sup> The Prior Trustees wrongfully removed \$267,902.53  
9 from the Trust account – an amount which is approximately \$70,000.00 more than the total net  
10 proceeds from the sale of the Trust Residence. Although Nancy absolutely rejects the Prior  
11 Trustee's argument that they are entitled to the net proceeds of the sale prior to her passing, the  
12 Prior Trustees have effectively distributed to themselves, much more than even they claim is  
13 allowed under the Trust and, thus, satisfied their alleged interest that they believe imbues them  
14 with standing in this matter.

15 For the purposes of NRS 153, 163, and 164, the Petitioner's do not become beneficiaries  
16 unless or until the contingency, a remaining trust estate at Nancy's death, is satisfied. Unless or  
17 until this occurs, the Petitioner's cannot claim standing as a contingent beneficiary of the Trust.

18 In summary, without admissible evidence, the Prior Trustees remain without standing or  
19 authority as trustees, because they are no longer trustees. They also fail to show how they are  
20 current beneficiaries of the Trust. Therefore, they lack standing to bring their petition and it  
21 should be dismissed in its entirety.

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28 <sup>15</sup> Such a position would create taxable lifetime gifts from Nancy which would require her to pay taxes on the  
amount transferred to the Trustees. This is a clear breach of fiduciary duty as it is solely for the Trustee's benefit  
and to the detriment of Nancy who is the sole beneficiary of the Trust.



1       *C. Nancy has not breached the Trust Agreement.*

2           The Prior Trustees' claims regarding an alleged breach of trust is nothing more than  
3       misrepresentations of law and fact and has no merit. First, the Prior Trustees assert that the  
4       purpose of the Trust was to allegedly protect Nancy from undue influence, yet there is no  
5       admissible evidence to support this claim.  
6

7           Second, the Prior Trustees assert that the Trust was funded solely with Raymond's  
8       separate property, again, with no evidence. In fact, the Dancing Vines property, the only asset  
9       to which Nancy has extensive documentation (the Prior Trustees kept all of Nancy's paperwork  
10      after they threw her out of the Dancing Vines property), shows that it was held in joint tenancy  
11      by Raymond Sr. and Nancy since 2009. This evidence directly contradicts the Prior Trustees'  
12      claims regarding the funding of the Trust. Most importantly, there is a presumption that all  
13      property acquired during marriage is community property,<sup>18</sup> and the Petitioners have provided  
14      nothing that would rebut this presumption.  
15  
16

17          The Prior Trustees again make allegations regarding the purpose of the Trust and  
18      Nancy's intentions without providing any admissible evidence to support such allegations.  
19      Indeed, Nancy has a very different opinion of the purpose of the Trust and the status of the  
20      trustees. Again, David Grant's testimony is immaterial as the unambiguous Trust document  
21      clearly provides Nancy with the power to change Trustees. Furthermore, Nancy's intent is best  
22      addressed by her not by outside third parties.  
23

24          The Prior Trustee's claim that exercising an express right clearly written in the Trust  
25      agreement is a breach of the agreement is wholly without merit and defies logic. A party  
26

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27      <sup>16</sup> See Exhibit D.

28      <sup>17</sup> See Exhibits A-C.

<sup>18</sup> See NRS 125

1 exercising a right specifically and unambiguously reserved to that party in the agreement does  
2 not breach the agreement by exercising that right. Notably, the Trust does not state that the  
3 Trustees cannot be removed or even that their appointment is permanent anywhere in the Trust  
4 agreement. Instead, the Trust provides that the surviving Trustor may remove the Trustees at  
5 any time.<sup>19</sup>

7 Further, the fact that the Prior Trustees signed an acceptance and acknowledgement of  
8 their duties as trustees at the time the Trust was created, does not invalidate Section 9.3 allowing  
9 Nancy to change the trustees. Accepting their duties as trustees of the Trust did not give them a  
10 right to change or amend the provisions of the Trust. In fact, Section 9 does not provide such  
11 authority.

13 Basically, Nancy is not in breach of the Trust agreement for exercising a right provided  
14 in the Trust agreement. More importantly, the Prior Trustees do not have the ability to change  
15 or amend Nancy's right to change the trustees.

17 *D. Nancy has not expressly or impliedly waived her rights under the Trust.*

18 The Prior Trustees last spurious claim involves the concept of waiver. They claim that  
19 because Nancy signed the Trust agreement, which named the Petitioners as trustees (even  
20 though the agreement explicitly reserved Nancy's right to remove them), that she has waived  
21 her right to remove them as Trustee. Again, this position is completely without merit.

23 As pointed out by the Prior Trustees, a waiver may be express or implied. An express  
24 waiver requires clear language waiving a particular claim or claims. No such language is  
25 contained in the Trust or any other documents. Therefore, Nancy didn't expressly waive her  
26 right to change Trustees.

---

28 <sup>19</sup> See Section 9.3 of the Trust.

1        Thus, the Prior Trustees apparently believe that Nancy impliedly waived her right to  
2 remove them as Trustees. An implied waiver may only be found “based on conduct which is  
3 inconsistent with any other intention than to waive a right.”<sup>20</sup> Additionally, “the law does not  
4 favor implied waivers.”<sup>21</sup> As a matter of law, the express reservation of a right in a written  
5 agreement prevents a claim of waiver.<sup>22</sup>  
6

7        Herein, the Prior Trustees have identified no conduct which is inconsistent with any  
8 other intention than to waive Nancy’s right to remove the Prior Trustees. In other words, Nancy  
9 showed conduct consistent with her understanding that she could remove the Prior Trustees and  
10 she did so – she never showed any evidence that she impliedly waived her right to remove the  
11 Prior Trustees. Even from the outset, the inclusion of an express reservation of the right to  
12 remove the Trustees in section 9.3 of the Trust provides evidence wholly inconsistent with  
13 waiver.  
14

15        Clearly, the exercise of a right provided by the trust agreement does not constitute a  
16 breach of the agreement, nor does the signing of the agreement expressly reserving the right  
17 constitute a waiver of that right. Therefore, Nancy has not waived her right to remove the Prior  
18 Trustees. She removed them on June 12, 2017 and they have been put on notice that if they do  
19 not deliver Trust property to Mr. Reason, the successor trustee, then the appropriate claims shall  
20 be brought against them.  
21  
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<sup>20</sup> *McKellar v. McKellar*, 110 Nev. 200, 871 P.2d 296, 297 (Nev. 1994).

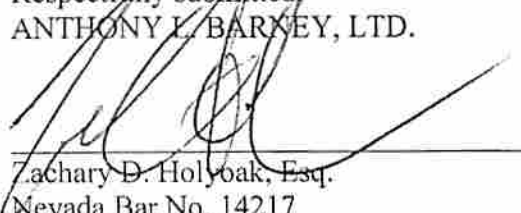
1        III. Prayer for Relief

2        WHEREFORE, Nancy respectfully requests that this Court issue the following findings  
3 and orders:

- 4            1. The Court dismiss the Prior Trustees' Petition in its entirety;
- 5            2. The Court find that the evidence attached as Exhibit A to the Prior Trustees'
- 6            Objection is hearsay;
- 7            3. The Court find that the Prior Trustees brought their petition with unreasonable
- 8            grounds;
- 9            4. The Court grant attorney fees and costs pursuant to NRS 18.010 and 18.020 to
- 10           Trustor Nancy Christian; and
- 11           5. The Court grant further relief as the Court deems just and proper.

12           DATED this 4<sup>th</sup> day of October, 2017.

13           Respectfully submitted,  
14           ANTHONY L. BARNEY, LTD.

15             
16           \_\_\_\_\_  
17           Zachary D. Holyoak, Esq.  
18           Nevada Bar No. 14217  
19           3317 W. Charleston Blvd., Suite B  
20           Las Vegas, NV 89102-1835  
21           Telephone: (702) 438-7878

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27        <sup>21</sup> *D'Errico v. D'Errico*, 51 Nev. 76, 79, 269 P. 26, 26, 1928 Nev. LEXIS 13, \*3 (Nev. 1928), citing *Keane v.*  
28        *Murphy*, 19 Nev. 89; *State v. Murphy*, 29 Nev. 247; 40 Cyc. 261; *Burlock v. Shupe* (Utah), 17 P. 10; *Jenkins v.*  
      *Stephens* (Utah), 231 P. 112; *Everett v. Jones* (Utah), 91 P. 360.

<sup>22</sup> *Iowa Mining Co. v. Bonanza Mining Co.*, 16 Nev. 64, 74, 1881 Nev. LEXIS 11, \*17-18.

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

13

# EXHIBIT A

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 Holvosh, 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 Lieber  
Administrative Assistant

Website Address  
[www.anthonbarney.com](http://www.anthonbarney.com)

E-mail Address  
[office@anthonbarney.com](mailto:office@anthonbarney.com)

June 13, 2017

Cary Colt Payne, Esq.  
CARY COLT PAYNE, CHTD.  
700 S. Eighth Street  
Las Vegas, NV 89101

Re: Christian Family Trust dated October 11, 2016 ("Trust")  
Our Client: Nancy Christian, Trustor and Survivor of the Trust

VIA US FIRST CLASS MAIL AND EMAIL

Dear Mr. Payne,

We are in receipt of the documents provided by the former trustees of the Trust. My client hereby reserves her right to address and/or object to what appears to be the inappropriate use of Trust funds for the former trustees' personal expenses and vacations.

Please be on notice that our client has exercised her right under Provision 9.3 of the Trust to change the trustee of her trust. Please find enclosed the Modification and Designation of Trustee and Successor Trustee of the Trust ("Modification and Designation"), which makes this change. The recorded Modification and Designation of Trustee and Successor Trustee of the Trust is attached hereto as Attachment 1. Please be on further notice that she has also obtained an independent attorney review of the Modification and Designation to certify that she was not under any undue influence when the document was executed.

Therefore, we are putting your clients on notice that they are to immediately safeguard and retain all trust property, cease any further use of Trust funds for any purposes, and promptly turn over the Trust funds to the newly designated trustee. A Certificate of Incumbency will shortly follow. If such funds are not provided, our client will request that the court take jurisdiction over the trust and the newly designated trustee, and request that your client turn over the trust funds by court order.

Please be further advised that we reserve the right to bring all remedies under law that are available to our client for any malfeasance or bad acts by the former trustees.

This includes all past and present actions, as well as future actions taken by the former trustees after the date of this correspondence.

If you have any further questions, please feel to contact my office. Thank you for your anticipated cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tiffany S. Barney', with a large, sweeping flourish extending to the right.

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



# **EXHIBIT B**

## Tiffany Barney

---

**From:** Tiffany Barney <tiffany@anthonybarney.com>  
**Sent:** Wednesday, June 21, 2017 9:42 AM  
**To:** 'Cary Colt Payne, Esq.'  
**Cc:** Anthony Barney; Secretary  
**Subject:** Christian Family Trust

Dear Mr. Payne –

As a follow up to my letter dated June 13, 2017, I wanted to alert you that Monte Reason has hired the Rushforth Firm to represent him as successor trustee of the Christian Family Trust. I was recently contacted by Joey Powell who indicated that they will be providing me with a Certificate of Incumbency shortly.

Again, please have your client's safeguard the trust funds and assets until such event occurs. I will provide you with the Certificate of Incumbency as soon as it is received.

Sincerely,

Tiffany S. Barney

Attorney at Law

Anthony L. Barney, Ltd.

3317 W. Charleston Blvd., Suite B

Las Vegas, NV 89102-1835

O: 702-438-7878

F: 702-259-1116



This e-mail message is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This message and any files attached hereto are confidential and are for the sole use of the intended recipient. IF YOU ARE NOT THE INTENDED RECIPIENT OF THE MESSAGE, PLEASE NOTIFY THE SENDER IMMEDIATELY BY RETURN E-MAIL OR TELEPHONE (702.438-7878), DELETE THE ORIGINAL MESSAGE INCLUDING ALL ATTACHMENTS, AND DESTROY ALL HARD COPIES. ANY UNAUTHORIZED REVIEW, DISTRIBUTION, DISCLOSURE, COPYING, USE, OR DISSEMINATION, EITHER WHOLE OR IN PART, IS STRICTLY PROHIBITED. If you are the intended recipient, please be aware that since e-mails can be altered electronically, the integrity of this communication cannot be guaranteed without using digital signatures or encryption. If you are interested in sending or receiving PGP-signed or PGP-encrypted e-mail, let me know. The attorney-client privilege may apply to this message, but such privilege may be lost if it is shared with someone other than an employee of Anthony L. Barney, Ltd. or of another attorney or law firm who represents you. In accordance with Internal Revenue Service Circular 230, we hereby advise you that if this email or any attachment hereto contains any tax advice, such tax advice was not intended or written to be used, and it cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer by the Internal Revenue Service.

# EXHIBIT C



Layne T. Rushforth, J.D.  
Managing Partner  
Licensed in Nevada & Utah  
layne@rushforth.net

Kennedy E. Lee, J.D.  
Partner  
Licensed in Nevada  
kenny@rushforth.net

Daniel P. Kiefer, J.D.  
Partner  
Licensed in Nevada  
dan@rushforth.net

Joseph J. Powell, J.D.  
Of Counsel  
Licensed in Nevada & California  
joey@rushforth.net

June 27, 2017

**Sent via U.S. mail and via e-mail to carycoltpaynechtd@yahoo.com**

Cary Colt Payne, Esq.  
CARY COLT PAYNE, CHTD.  
700 S 8th St.  
Las Vegas, NV 89101

Re: Christian Family Trust/certificate of incumbency  
(Our File: 7745)

Dear Cary:

Please find attached a copy of the executed "Certificate of Incumbency" that has been executed by the new trustee of the "Christian Family Trust" (executed on October 11, 2016)(the "Trust"), Monte Reason, whom I represent. Please be advised that our office is in the process of recording the Certificate of Incumbency.

I am of the understanding that Mrs. Nancy Christian's attorney, Tiffany Barney, Esq., has previously provided you with a copy of the trust amendment/modification that Mrs. Christian has recently signed, which replaced the initial trustees of the Trust, Rosemary K. Christian-Keach, Raymond T. Christian, Jr., and Susan G. Christian-Payne, whom I understand you represent, with my client, Mr. Reason. In any event, I am enclosing a copy of that modification, "Modification and Designation of Trustee and Successor Trustee," dated June 12, 2017.

Attorney Barney has forwarded me documentation regarding the assets of the Trust that she informed me were provided to her by your office. In reviewing the documentation, it appears to me that the Trust currently has three assets, categorized as residential real property located at 2848 Bluffpoint Drive, Las Vegas, Nevada and two bank accounts at Chase, one with an account number ending in 6040 and the other account number ending in 4816. It is also my understanding that prior to the purchase of the Bluffpoint Drive Residence that the Trust owned the residential real property located at 1060 Dancing Vines Avenue, Las Vegas, Nevada ("Dancing Vines"). It is my understanding the proceeds from the Dancing Vines Property were used, at least in part, to purchase the Bluffpoint Drive Residence. Please let me know if any of these understandings is incorrect. Further, please let me know if there happen to be any other assets belonging to the Trust that I am not aware of other than these three stated assets.



*Letter to Cary Colt Payne, Esq.  
June 27, 2017 – Page 2*

Thank you for your attention to this matter.

Sincerely,

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

JOSEPH J. POWELL  
Attorney at Law

cc: client  
Nancy Christian c/o Tiffany Barney, Esq.



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 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.*
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

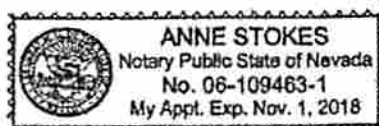
STATE OF NEVADA

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.

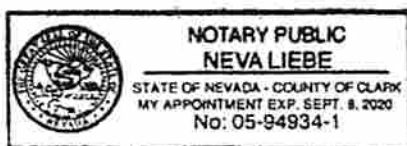
8. Pursuant to NRS 53.045, I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

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.



Neval L. Elze  
NOTARY PUBLIC

# **EXHIBIT D**

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1440  
Sequence number Posting date Amount

CHASE PRIVATE CLIENT  
JPMorgan Chase Bank, N.A.  
P.O. Box 658754  
San Antonio, TX 78265-8754

June 01, 2017 through June 30, 2017  
Primary Account

## CUSTOMER SERVICE INFORMATION

Web site: Chase.com  
Service Center: 1-888-994-5625  
Deaf and Hard of Hearing: 1-800-242-7383  
International Calls: 1-713-262-1679

00025887 UFE 752 210 18217 TYRONE/CHRISTIAN 1 00000000 60 0000

CHRISTIAN FAMILY TRUST  
SUSAN G CHRISTIAN-PAYNE TRUSTEE  
OR RAYMOND TYRONE CHRISTIAN TRUSTEE  
2818 BLUFF POINT DR  
LAS VEGAS NV 89134-8934

## ASSETS

| Checking & Savings            | ACCOUNT | BEGINNING BALANCE<br>THIS PERIOD | ENDING BALANCE<br>THIS PERIOD |
|-------------------------------|---------|----------------------------------|-------------------------------|
| Chase Private Client Checking |         | 55,080.52                        | 54,599.31                     |
| Chase Private Client Savings  |         | 272,902.53                       | 5,012.98                      |
| <b>Total</b>                  |         | <b>\$277,983.05</b>              | <b>\$9,612.29</b>             |

| Investments                    | ACCOUNT   | MARKET VALUE<br>PRIOR PERIOD | MARKET VALUE<br>THIS PERIOD |
|--------------------------------|-----------|------------------------------|-----------------------------|
| Chase Investment Account as of | *****[31] | 0.00                         | 0.00                        |
| <b>Total</b>                   |           | <b>\$0.00</b>                | <b>\$0.00</b>               |

Please review the important disclosures following the Consolidated Balance Summary.

Investment accounts and insurance products are: Not a Deposit - Not FDIC Insured - Not Insured by  
any Federal Government Agency - Not Guaranteed by the Bank - May Go Down in Value.

**TOTAL ASSETS** **\$277,983.05** **\$9,612.29**

All Summary Balances shown are as of June 30, 2017 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

Securities and investment advisory services are offered through J.P. Morgan Securities LLC (JPMS). JPMS, a member of FINRA and SIPC, is an affiliate of JPMorgan Chase Bank, N.A.

CHASE PRIVATE CLIENT

June 01, 2017 through June 30, 2017  
 Primary Account [REDACTED]

CHRISTIAN FAMILY TRUST  
 SUSAN G CHRISTIAN-PAYNE TRUSTEE  
 OR RAYMOND TYRONE CHRISTIAN TRUSTEE

Account Number: [REDACTED]

**CHECKING SUMMARY**

|                                            | AMOUNT     |
|--------------------------------------------|------------|
| Beginning Balance                          | \$5,080.52 |
| Deposits and Additions                     | 800.04     |
| Checks Paid                                | -1,281.25  |
| Ending Balance                             | \$4,599.31 |
| Annual Percentage Yield Earned This Period | 0.01%      |
| Interest Paid This Period                  | \$0.04     |
| Interest Paid Year-to-Date                 | \$0.26     |

**CHECKS PAID**

| CHECK NUMBER      | DATE PAID | AMOUNT     |
|-------------------|-----------|------------|
| 2123 ^            | 05/14     | \$1,281.25 |
| Total Checks Paid |           | \$1,281.25 |

If you see a check description in the Transaction Detail section, it means your check has already been converted for electronic payment. Because of this, we're not able to return the check to you or show you an image on Chase.com.  
 ^ An image of this check may be available for you to view on Chase.com.

**TRANSACTION DETAIL**

| DATE  | DESCRIPTION             | AMOUNT    | BALANCE    |
|-------|-------------------------|-----------|------------|
|       | Beginning Balance       |           | \$5,080.52 |
| 06/14 | Check # 2125            | -1,281.25 | 3,799.27   |
| 06/16 | Remote Online Deposit 1 | 800.00    | 4,599.27   |
| 06/30 | Interest Payment        | 0.04      | 4,599.31   |
|       | Ending Balance          |           | \$4,599.31 |

CHASE PRIVATE CLIENT

June 01, 2017 through June 30, 2017

Primary Account: [REDACTED]

CHRISTIAN FAMILY TRUST  
 SUSAN G CHRISTIAN-PAYNE TRUSTEE  
 OR RAYMOND TYRONE CHRISTIAN TRUSTEE

Account Number [REDACTED]

**SAVINGS SUMMARY**

|                                            | AMOUNT       |
|--------------------------------------------|--------------|
| Beginning Balance                          | \$272,902.53 |
| Deposits and Additions                     | 12.98        |
| Other Withdrawals                          | -267,902.53  |
| Ending Balance                             | \$5,012.98   |
| Annual Percentage Yield Earned This Period | 0.06%        |
| Interest Paid This Period                  | \$12.98      |
| Interest Paid Year-to-Date                 | \$66.55      |

The monthly service fee for this account was waived as an added feature of Chase Private Client Checking account.

**TRANSACTION DETAIL**

| DATE  | DESCRIPTION       | AMOUNT      | BALANCE      |
|-------|-------------------|-------------|--------------|
|       | Beginning Balance |             | \$272,902.53 |
| 06/30 | 06/30 Withdrawal  | -267,902.53 | 5,000.00     |
| 06/30 | Interest Payment  | 12.98       | 5,012.98     |
|       | Ending Balance    |             | \$5,012.98   |

You earned a higher interest rate on your Chase Private Client Savings account during this statement period because you had a qualifying Chase Private Client Checking account.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:** Call or write us at the phone number or address on the front of this statement (non-personal accounts contact Customer Service) if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

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

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

**IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS:** Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 90 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account.



JP Morgan Chase Bank, N.A. Member FDIC



# **EXHIBIT E**

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 Holvach, J.D.  
Attorney at Law  
Licensed in Nevada

**ANTHONY L. BARNEY, LTD.**  
**A Nevada Professional Law**  
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3317 W. Charleston Boulevard, Suite B  
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Fax: 702-259-1116

Neva Liebs  
Administrative Assistant

Website Address  
www.anthonybarney.com

E-mail Address  
office@anthonybarney.com

September 21, 2017

Cary Colt Payne, Esq.  
CARY COLT PAYNE, CHTD.  
700 S. Eighth Street  
Las Vegas, NV 89101

Re: Christian Family Trust dated October 11, 2016 ("Trust")  
Our Client: Nancy Christian, Trustor and Survivor of the Trust  
Subject Property: 2848 Bluff Point Dr. Las Vegas, NV 89134

VIA HAND DELIVERY AND EMAIL

Dear Mr. Payne,

I am in receipt of your letter dated September 8, 2017. First, please advised that we are moving forward to take possession of the Subject Property and will do so against Raymond Christian Jr. If any landlord/tenant lease agreement exists, he will need to produce it immediately, otherwise, he can raise his claim in the unlawful detainer action that will be filed against him after the five day is served upon him next week. Again, please be on notice that your client, Raymond Christian J., does not have authorization to reside in or stay in the Subject Property. Please let us know if he will peaceably leave the premises; otherwise we will continue to move forward with the eviction process.

Second, the Trust is valid until it is proven otherwise. Your clients have not attempted to invalidate the provision that allows my client to change the trustees of her trust. Therefore, unless and until a court invalidates that provision of the trust allowing my client to replace your clients as trustees, the Modification and Designation of Trustee and Successor Trustee ("Modification and Designation") is a valid instrument that must be followed. Your clients are no longer the Trustees and should immediately refrain from acting as such.

Based on the clear, unambiguous language of the Trust, our client had the power to change her trustee and did so. On June 13, 2017, I notified you by written letter that your clients were no longer trustees of the Christian Family Trust and provided you with

the Modification and Designation. After that date, any of your clients actions as purported trustees were without authority and therefore void.

Additionally, on June 21, 2017, I provided you an email stating that Joseph Powell, Esq. who was representing the new trustee, Monte Reason, would be sending you the Certificate of Incumbency allowing him to act. On June 27, 2017, Joseph Powell, Esq., sent you a letter with the Certificate of Incumbency attached. Your clients were well aware that they no longer had authority to act.

On June 30, 2017, your clients then proceeded to remove almost the entire balance (\$267,902.53) of the Trust funds from the Trust account. See June 2017 Statement attached hereto and incorporated herein as Attachment 1. In doing so, your clients have converted Trust funds away from its sole beneficiary and disallowed her from obtaining the needed trust funds she requires for living expenses, which the Trust allows to be distributed. We are demanding that your clients turn over the \$267,902.53 that was converted from the Trust immediately; otherwise, we will file a request to have the court find that the funds were converted and request triple damages if your clients do not return said funds.

If your clients continue to act under color of any trusteeship, we will also bring additional claims against them for acting without such authority. We also reserve all rights to bring any and all claims that have and will become known to us through a thorough review of the Chase records and other documents that evidence that your clients were using Trust funds as their own as well as converting additional Trust funds.

Please be advised that we requested an accounting from the prior trustees in writing on August 22, 2017. Therefore, the sixty day deadline to respond is October 21, 2017. We will expect to see any and all Trust assets on this accounting, including any and all life insurance policies for the late Raymond Christian.

Please also let us know the relationship, if any, that you have with Susan Christian-Payne.

I would appreciate a prompt response to my requests. If you have any further questions, please feel to contact my office. Zach or I will be available to assist you in this matter. Thank you for your anticipated cooperation.

Sincerely,



TIFFANY C. BARNEY  
Attorney at Law  
[tiffany@anthonybarney.com](mailto:tiffany@anthonybarney.com)

Attachment: June 2017 Statement  
Cc: Joseph Powell, Esq., [joey@riklegal.com](mailto:joey@riklegal.com)

# **Attachment 1**

**CHASE PRIVATE CLIENT**  
 JPMorgan Chase Bank, N.A.  
 P.O. Box 650754  
 San Antonio, TX 78265-9754

June 01, 2017 through June 30, 2017  
 Primary Account: [REDACTED]

6035587 DRE 700 215 M217 YNKHVRAJAHNY 1 00000000 90 0000  
 CHRISTIAN FAMILY TRUST  
 SUSAN G CHRISTIAN-PAYNE TRUSTEE  
 OR RAYMOND TYRONE CHRISTIAN TRUSTEE  
 2848 BLUFF POINT DR  
 LAS VEGAS NV 89104-8534

**CUSTOMER SERVICE INFORMATION**

Web site: Chase.com  
 Service Center: 1-888-854-5628  
 Deaf and Hard of Hearing: 1-800-242-7383  
 International Calls: 1-713-262-1679

**ASSETS**

| Checking & Savings            | ACCOUNT    | BEGINNING BALANCE<br>THIS PERIOD | ENDING BALANCE<br>THIS PERIOD |
|-------------------------------|------------|----------------------------------|-------------------------------|
| Chase Private Client Checking | [REDACTED] | \$5,060.82                       | \$4,599.31                    |
| Chase Private Client Savings  | [REDACTED] | 272,902.53                       | 5,012.98                      |
| <b>Total</b>                  |            | <b>\$277,963.05</b>              | <b>\$9,612.29</b>             |

| Investments                    | ACCOUNT   | MARKET VALUE<br>PRIOR PERIOD | MARKET VALUE<br>THIS PERIOD |
|--------------------------------|-----------|------------------------------|-----------------------------|
| Chase Investment Account as of | *****1311 | 0.00                         | 0.00                        |
| <b>Total</b>                   |           | <b>\$0.00</b>                | <b>\$0.00</b>               |

Please review the important disclosures following the Consolidated Balance Summary.

Investment accounts and insurance products are: Not a Deposit - Not FDIC Insured - Not Insured by  
 any Federal Government Agency - Not Guaranteed by the Bank - May Go Down in Value.

**TOTAL ASSETS** **\$277,963.05** **\$9,612.29**

All Summary Balances shown are as of June 30, 2017 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

Securities and investment advisory services are offered through J.P. Morgan Securities LLC (JPMS), JPMS, a member of FINRA and SIPC, is an affiliate of JPMorgan Chase Bank, N.A.

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID 001Sep17-1440  
Sequence number Posting date Amount

CHASE PRIVATE CLIENT

June 01, 2017 through June 30, 2017  
Primary Account: [REDACTED]

CHRISTIAN FAMILY TRUST  
SUSAN G CHRISTIAN-PAYNE TRUSTEE  
OR RAYMOND TYRONE CHRISTIAN TRUSTEE

Account Number [REDACTED]

## SAVINGS SUMMARY

|                                            | AMOUNT       |
|--------------------------------------------|--------------|
| Beginning Balance                          | \$272,902.53 |
| Deposits and Additions                     | 12.08        |
| Other Withdrawals                          | -267,902.53  |
| Ending Balance                             | \$5,012.08   |
| Annual Percentage Yield Earned This Period | 0.05%        |
| Interest Paid This Period                  | \$12.98      |
| Interest Paid Year-to-Date                 | \$66.58      |

The monthly service fee for this account was waived as an added feature of Chase Private Client Checking account.

## TRANSACTION DETAIL

| DATE  | DESCRIPTION       | AMOUNT      | BALANCE      |
|-------|-------------------|-------------|--------------|
|       | Beginning Balance |             | \$272,902.53 |
| 06/30 | 06/30 Withdrawal  | -267,902.53 | 5,000.00     |
| 06/30 | Interest Payment  | 12.08       | 5,012.08     |
|       | Ending Balance    |             | \$5,012.08   |

You earned a higher interest rate on your Chase Private Client Savings account during this statement period because you had a qualifying Chase Private Client Checking account.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:** Call or write us at the phone number or address on the front of this statement (non-personal accounts contact Customer Service) if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

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

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

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



JP Morgan Chase Bank, N.A. Member FDIC

CHASE PRIVATE CLIENT

June 01, 2017 through June 30, 2017  
 Primary Account [REDACTED]

CHRISTIAN FAMILY TRUST  
 SUSAN G CHRISTIAN-PAYNE TRUSTEE  
 OR RAYMOND TYRONE CHRISTIAN TRUSTEE

Account Number: [REDACTED]

**CHECKING SUMMARY**

|                                            | AMOUNT     |
|--------------------------------------------|------------|
| Beginning Balance                          | \$5,080.52 |
| Deposits and Additions                     | 600.04     |
| Checks Paid                                | -1,281.25  |
| Ending Balance                             | \$4,599.31 |
| Annual Percentage Yield Earned This Period | 0.01%      |
| Interest Paid This Period                  | \$0.04     |
| Interest Paid Year-to-Date                 | \$0.25     |

**CHECKS PAID**

| CHECK NUMBER      | DATE PAID | AMOUNT     |
|-------------------|-----------|------------|
| 2123 A            | 05/14     | \$1,281.25 |
| Total Checks Paid |           | \$1,281.25 |

If you see a check description in the Transaction Detail section, it means your check has already been converted for electronic payment. Because of this, we're not able to return the check to you or show you an image on Chase.com.  
 \* An image of this check may be available for you to view on Chase.com.

**TRANSACTION DETAIL**

| DATE  | DESCRIPTION             | AMOUNT    | BALANCE    |
|-------|-------------------------|-----------|------------|
|       | Beginning Balance       |           | \$5,080.52 |
| 05/14 | Check # 2123            | -1,281.25 | 3,799.27   |
| 05/16 | Remote Online Deposit 1 | 600.00    | 4,599.27   |
| 06/30 | Interest Payment        | 0.04      | 4,599.31   |
|       | Ending Balance          |           | \$4,599.31 |

01-Sep-17

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1440  
Sequence number Posting date Amount

01Sep17-1440



CHASE PRIVATE CLIENT

June 01, 2017 through June 30, 2017  
Primary Account [REDACTED]

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Page 4 of 4



01-Sep-17

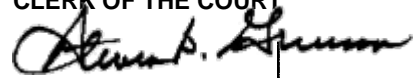
01Sep17-1440

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION  
GROUP ID G01Sep17-1440  
Sequence number 002190320814 Posting date 14-Jun-17 Amount 1281.25

|                            |                                                                               |                                |      |
|----------------------------|-------------------------------------------------------------------------------|--------------------------------|------|
| 0                          | CHRISTIAN FAMILY TRUST<br>1060 DANCING VINES AVE.<br>LAS VEGAS, NV 89103-6320 | 60-7161<br>3222 23839          | 2123 |
| CHASE<br>PRIVATE<br>CLIENT |                                                                               | DATE <u>June 1, 2017</u>       |      |
| PAY TO THE<br>ORDER OF     | <u>Gay Colt Payne</u>                                                         | <u>\$1281.25</u>               |      |
|                            | <u>One thousand two hundred one and 25/100</u>                                | DOLLARS                        |      |
| JP Morgan Chase Bank, N.A. |                                                                               |                                |      |
| MEMO                       | <u>Attorney Fees</u>                                                          | <u>Larry H. Kristian Payne</u> |      |
| ⑆322271627⑆                |                                                                               | 2123                           |      |

ENCLOSE HERE

U.S. Bank National Association  
Charlotte Office  
100 York Street, Suite 1700  
Charlotte, NC 28202



**RSPN**

JOSEPH J. POWELL  
State Bar No. 8875  
RUSHFORTH LEE & KIEFER LLP  
1707 Village Center Circle, Suite 150  
Las Vegas, NV 89134-0597  
Telephone: (702) 255-4552  
Fax: (702) 255-4677  
Email: probate@rlklegal.com  
*Attorneys for Monte B. Reason*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

In the Matter of

THE CHRISTIAN FAMILY  
TRUST u.a.d. 10/11/16

Case No. P- 17-092512-T  
Department PC1  
(Probate) Clark District  
Family Domestic

**RESPONSE TO PETITION TO ASSUME JURISDICTION OF TRUST; CONFIRM  
TRUSTEES; INSTRUCTIONS, ETC. AND JOINDER IN MOTION TO DISMISS  
PURSUANT TO NRCP 12(B)(1) AND NRCP 12(B)(5)**

Date of Hearing: October 19, 2017  
Time of Hearing: 2:00 P.M.

Monte B. Reason ("Monte"), by an through his counsel of record, Joseph J. Powell, Esq. of Rushforth Lee & Kiefer LLP, hereby Responds to the "Petition to Assume Jurisdiction of Trust; Confirm Trustees; Instructions, Etc." that was filed by Susan Christian-Payne, Rosemary Keach, and Raymond Christian, by and through their counsel of record, Cary Colt Payne, Esq., of Cary Colt Payne, Chtd., on July 31, 2017 ("Petition"). Further, Monte hereby joins in the "Motion to Dismiss Pursuant to NRCP 12(b)(1) and NRCP 12(b)(5)", together with the "Reply to Petitioner's Opposition to Motion to Dismiss", filed by his mother, Nancy B. Christian, by and through her counsel of record, Anthony L. Barney, Esq., of Anthony L. Barney, Ltd., on August 17, 2017, and October 4, 2017, respectively (collectively referred to herein as "Motion to Dismiss").

Monte hereby Responds and Joins as follows:

**I. RESPONSE TO PETITION**

It is clear that the former trustees of The Christian Family Trust, dated October 11, 2016, Susan Christian-Payne, Rosemary Keach, and Raymond Christian, which shall be collectively referred to herein as the "Former Trustees", feel the need to insult, disparage, and defame Monte because they do not like the fact that their mother removed them as trustees of a trust that she co-created with her late husband.

Instead of merely making their arguments relating to Nancy Christian's abilities to make changes to the Trust, including her removal rights, the Former Trustees have decided to personally attack Monte. Interestingly, they feel the need to claim that Mrs. Christian is not making her own decisions involving her own trust, despite the fact that she not only has her own estate planning attorney, but the amendment/modification that she made was also verified and validated by an independent attorney as well, Sean Tanko, Esq., who has an impeccable reputation as an estate planning attorney in the Las Vegas Valley. Therefore, instead of focusing on the authority provided in the Trust that clearly affords Mrs. Christian to have taken the action that she has, the Former Trustees feel the need to recklessly and maliciously assassinate Monte's character. Such actions are reprehensible and despicable.

It goes without saying that Monte denies each and every allegation, and attack, that the Former Trustees have launched at him. With this said, Monte feels the need to respond to a few of the ludicrous statements that have been made by the Former Trustees, which Monte believes have been made in a desperate attempt by the Former Trustees to either cover up actions that they don't wish to see the light of day, and/or are intended to get them closer to their self serving objectives of blocking Mrs. Christian from receiving any benefit from a trust that was co-created with her husband, and which contains her own assets. With this stated, for the sake of organization, Monte will address some of the attacks in the same order that they were presented in the Petition.

*The Former Trustees allege exploitation and/or undue influence exerted by Monte on his Mother*

As previously stated, Nancy Christian has had attorneys of her own throughout her estate planning process. The Trust was prepared by David Grant, Esq who represented both Mr. Christian and Mrs. Christian. If Mr. Grant had felt that Mrs. Christian was not acting of her free will and volition, or did not possess testamentary capacity to create estate planning documents, then it is an exceedingly safe assumption that Mr. Grant would have declined to represent Mrs. Christian.

Further, as it relates to the "Modification and Designation of Trustee and Successor Trustee" ("Modification") executed by Mrs. Christian, that document was discussed with and prepared by Tiffany Barney, Esq. Again, just as Attorney Grant had to assess and analyze, if Attorney Barney felt as though Mrs. Christian was not acting of her own free will or if she did not possess testamentary capacity, Attorney Barney assuredly would have declined to prepare the Modification. On top of this, Sean Tanko, Esq. provided an independent review of the Modification and within his "Certificate of Independent Review" Mr. Tanko concluded that the decisions of Mrs. Christian found under the Modification were "not the product of fraud, duress or undue influence". Therefore, this baseless accusation of the Former Trustees lacks any supporting evidence.

It is clear that the Former Trustees simply do not like that Mrs. Christian exercised a right expressly afforded to her under her own trust, and want to lash out at someone. Apparently, they felt like Monte was an easy target to defame.

Coincidentally, the Former Trustees claim that there is "family history" to support their assertion, yet this supposed "family history" that would show that Monte has exploited or unduly influenced his mother during this Modification execution time period are never explained. Further, they simply fail to address the fact that three completely unrelated and independent attorneys concluded that Mrs. Christian was capable of making her own decisions as it related to her trust.

1 As a side note and matter of housekeeping, it should be recognized that despite  
2 the Former Trustees understanding and knowledge that Attorney Grant, Attorney  
3 Barney, and Attorney Tanko all served as Mrs. Christian's attorneys in regard to her  
4 estate planning, they sent their Petition to undersigned counsel, despite the fact that at  
5 no time has undersigned counsel, nor the law firm of Rushforth Lee & Kiefer LLP ever  
6 represented Mrs. Christian, let alone insinuated such. On the contrary, Mr. Powell has  
7 made it clear to their counsel, Mr. Payne, that he represented Monte, and only Monte.

8 *Nancy's decision to live with Monte*

9 Apparently, according to the Former Trustees' warped sense of reality, Mrs.  
10 Christian's choice to live with her youngest son is something that should be held against  
11 Monte. The fact that Mrs. Christian decided that she did not want to reside in an  
12 assisted living facility, and would prefer to live with her son is not abnormal in the  
13 slightest, yet the Former Trustees want to insinuate that somehow Mrs. Christian is  
14 being held captive by her son. The Former Trustees' claims are absolutely ludicrous.  
15 Apparently, despite the fact the Former Trustees' do not wish to live with their mother,  
16 their mother can't decide on who she does or does not want to live with.

17 *Former Trustees allege that Monte is not "qualified" to serve as the Trustee of the Trust*

18 The Former Trustees seemingly want this Court to believe that a standard exists  
19 for a trustee to "qualify" to serve, as though they must possess certain credentials, yet  
20 they fail to cite a single Nevada statute or authority which imposes such. By the  
21 extension of their erroneously created logic, Nevada would then supposedly prevent a  
22 settlor from choosing whomever they wanted to serve as a current or successor  
23 trustee. The reality of the situation is that Nevada does not interject itself into the  
24 decision making of a settlor and a settlor may choose whomever they want to serve as  
25 a trustee.

26 The best guess that Monte can come up with is that the Former Trustee's want  
27 to analogize the office of trustee to somehow being the same as a personal  
28

representative. Again, they do not expressly state this, so this is only an assumption. If this assumption is correct and the Former Trustees are indeed making this claim, the Former Trustees are exceedingly mistaken in such a belief.

The fact of the matter is that any person is free to choose any other person, or entity, that they wish to serve as their trustee. At the end of the day, a trust is a legal entity, and vehicle, that holds the assets of the creating party and they are free to choose anyone that they wish to be the manager of such entity, which is no different then the choice of a appointing a general manager for an LLC.

Although the Former Trustees fail to provide any explanation of what they mean by “qualifying”, it is clear, based on the Declaration of Susan Christian-Payne, that they are referring to Monte’s past mistakes and missteps. What they fail to understand or take into consideration, however, is that Mrs. Christian, Monte’s mother, is well aware of his past. In fact, in her Motion to Dismiss, the following is stated:

*Nancy made her decision for Monte to serve as trustee with full knowledge of Monte Reason's past legal issues.*

As stated, Nancy knew exactly the mistakes that Monte has made in the past, and with this knowledge still, obviously, believes that Monte, a son that she can trust, was the best choice to serve as trustee of the Trust. Mrs. Christian has made *her* decision and the fact that the Former Trustees do not like it is irrelevant. It is not, and has never been, their choice to make.

In Mrs. Christian-Payne’s Declaration she references her father’s decision for the Former Trustees to serve as the trustees<sup>1</sup>. Apparently, Mrs. Christian-Payne and the other Former Trustees are failing to take a couple of things into consideration. First, the Trust was co-created, by *both* Mr. and Mrs. Christian, not simply Mr. Christian. Second, if Mr. and Mrs. Christian had mutually agreed that the surviving spouse had no right to change the Trustees, then the Trust would have expressly stated so. It does not and

---

<sup>1</sup> “When my parents initially created The Christian Family Trut, my father specifically wanted myself and my siblings to be the original co-trustees, . . . .”

1 instead expressly states the converse of such prohibition, thus affording the survivor,  
2 here Mrs. Christian, to do exactly that which was done. Third, if Mr. and Mrs. Christian  
3 had wanted to, they could have come to an agreement which prohibited Monte from  
4 ever serving as a trustee. Once again, they did not. Therefore, for Mrs. Christian-Payne  
5 to assert about what her father wanted, even if taken at face value despite no  
6 documentary evidence to support this assertion, which Monte does not, he could have  
7 insisted on provisions being added to express such desire. He did not as the Trust is  
8 devoid of any discussion whatsoever about Monte being prohibited from serving as the  
9 trustee.

## 10 **II. JOINDER TO MOTION TO DISMISS**

11 Monte hereby joins his mother's Motion to Dismiss in its entirety. As discussed  
12 in his Response to the Former Trustees' Petition, the bottom line is that the Former  
13 Trustees' have no right to challenge Mrs. Christian's decision to appoint Monte as the  
14 Trustee. It is not their decision to make. They may not like it, but, like with many  
15 things in life that they do not agree with, their dislike of the situation is irrelevant,  
16 especially in a legal context.

17 As the Motion to Dismiss has done a wonderful job of explaining to this Court,  
18 the Former Trustees have no standing as to this matter. At this point in time, they are  
19 merely contingent beneficiaries of the Trust and contingent beneficiaries do not have  
20 the authority under Nevada law to interfere with the decisions of a living settlor that  
21 they do not like or agree with.

22 As stated in Monte's Response, the Former Trustees' aggressive reaction to their  
23 mother's removal of them is highly suspicious and seems to indicate that their  
24 interference with their mother's decision is motivated solely by self interest, which  
25 Monte believes will eventually come to light in this matter.

26 In summary, Monte fully supports, and joins in the Motion to Dismiss that has  
27 been filed by his mother.  
28

### III. INTERFERENCE WITH BANK ACCOUNTS

It is important for this Court to understand what occurred after Monte was appointed as trustee by his mother.

After being appointed as trustee by his mother, Monte personally delivered the relevant trust documentation to Chase Bank which clearly established that he was the presently acting trustee of the Trust. Specifically, Monte presented a full copy of the Trust, a copy of the Modification, and a copy of the Certificate of Incumbency. At such initial visit, the Chase Bank representative indicated that a photocopy of the Trust was not acceptable and that Monte needed to obtain the “wet ink” signed version of the Trust and return to the Bank with such in hand. Traditionally speaking, this is entirely unheard of that a bank, or any financial institution, would require an original trust instrument to be produced, instead of producing a photocopy.

Despite this highly unusual request, rather than voicing an objection to this Bank’s unjustified requirement of him, Monte simply went on his way and sought to retrieve the original signed trust instrument from David Grant’s office. Attorney Grant’s office provided him with such and he returned to the same Chase Bank branch location.

What followed was truly bizarre and highly suspect behavior on the part of Chase Bank. When Monte returned and presented the Bank with an original, wet ink version of the trust instrument, he was told that he would not be given access to the accounts titled in the Trust’s name because there was a prior “2006” version of the Trust that owned the accounts. When Monte asked for evidence of this, specifically requesting to be provided with a copy of this supposed 2006 trust bearing the same name reflected on the accounts, or, in turn, any related documents to establish its existence, he was provided with no further explanation and was effectively told to leave and not return.

On information and belief, through documentation obtained by Mrs. Christian’s attorneys via production from Chase Bank in response to a subpoena for records, Chase Bank has no evidence on file regarding any 2006 trust which is the holder/owner of the



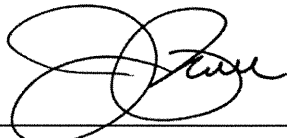
1 two accounts. As such, it appears that Chase Bank received instruction, and or threats  
2 from the Former Trustees, to not allow Monte access, as trustee, to the accounts. Again,  
3 it is exceedingly odd that Chase Bank denied Monte access to the accounts based on  
4 what appears to be a completely fabricated set of facts. One would be hard pressed to  
5 think that the Bank, which is essentially guilty of conversion like behavior in not  
6 providing access to a trustee over accounts belonging to a trust, was the true source of  
7 this perplexing behavior. Nevertheless, Monte will eventually get to the bottom of this  
8 behavior at some point and hereby reserves all rights, and remedies, that may be  
9 pursued once his investigation is complete against the Former Trustees and Chase Bank.

10 Notwithstanding this issue, Monte requests that this Court order that Chase  
11 Bank provide him with complete unobstructed access to the accounts, numbers ending  
12 in 6040 and 4816, which clearly belong to the Trust.

#### 13 IV. CONCLUSION

14 Based on the foregoing, in addition to the arguments expressed and  
15 contained within the Motion to Dismiss, Monte respectfully requests that this Court  
16 dismiss, with prejudice, the Former Trustees' Petition in its entirety.

17  
18 Respectfully submitted by:

19  
20 

21 \_\_\_\_\_  
22 Joseph J. Powell  
23 State Bar. No. 8875  
1707 Village Center Circle, Suite 150  
Las Vegas, NV 89134-0597

OCT 13 2017

\_\_\_\_\_  
Date

24 *Attorneys for Monte B. Reason*  
25  
26  
27  
28

1                   **VERIFICATION OF RESPONSE TO PETITION TO ASSUME JURISDICTION OF TRUST;**  
2                   **CONFIRM TRUSTEES; INSTRUCTIONS, ETC. AND JOINDER IN MOTION**  
3                   **TO DISMISS PURSUANT TO NRCP 12(B)(1) AND NRCP 12(B)(5)**

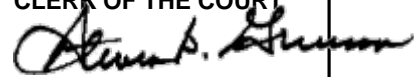
4 Under penalties of perjury, I, the undersigned, hereby declare that:

5       1. I am submitting a "Response to Petition to Assume Jurisdiction of Trust; Confirm  
6 Trustees; Instructions, Etc. and Joinder in Motion to Dismiss Pursuant to NRCP 12(B)(1) and  
7 NRCP 12(B)(5)." ("Response and Joinder")

8       2. I have never been convicted of a felony.

9       3. I know the contents of the Response and Joinder, which I know to be true of my own knowledge,  
10 except for those matters stated on information and belief, which I believe to be true.

11                   *Monte B. Reason*  
12                   \_\_\_\_\_  
13                   Monte B. Reason



**ACCT**  
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(702) 383-9010  
carycoltpaynechtd@yahoo.com  
Attorney for Petitioner

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

|                       |   |            |               |
|-----------------------|---|------------|---------------|
| In the Matter of      | ) | Case No.:  | P-17-092512-T |
|                       | ) | Dept. No.: | PC-1          |
| THE CHRISTIAN FAMILY  | ) |            |               |
| TRUST u.a.d. 10/11/16 | ) |            |               |
| ~~~~~                 | ) |            |               |

**ACCOUNTING**

**CARY COLT PAYNE, CHTD.**

700 South Eighth Street  
Las Vegas, Nevada 89101  
Tel: 702.383.9010 • Fax 702.383.9049





## CERTIFICATE OF SERVICE

The undersigned hereby certifies that on October 25, 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;

Tommy L. Christian  
245 South Lemon, Apt C  
Orange, CA 92566

Christopher A. Christian  
560 W. 20th Street #12  
San Bernardino, CA 92405

☒ **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).

Daniel Keifer, Esq.  
Email: [kenny@rlklegal.com](mailto:kenny@rlklegal.com)  
Joseph Powell, Esq.  
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Attorney for Nancy I. Christian

  
An employee of CARY COLT PAYNE, CHTD.

**ACCOUNTING**  
**For the Period from October 27, 2016 to September 30, 2017**

**INCOME/CREDITS:**

|                                             |            |            |
|---------------------------------------------|------------|------------|
| Receipts - Rent California rental           |            |            |
| Oct 2016- July 2017- \$800/month (9 months) | \$7,200.00 |            |
| Aug-Oct - \$750/month                       | \$2,250.00 |            |
| Gain or (loss) on Sales                     | \$-0-      |            |
| Misc Income: Interest/rebates               | \$39.87    |            |
| Total Income/Credits:                       |            | \$9,489.87 |

**EXPENDITURES/DEBITS:**

|                        |                 |
|------------------------|-----------------|
| Disbursements/Expenses | \$ see attached |
| Expenses of Sales      | \$-0-           |
| Loss on Sales          | \$-0-           |

| Date       | Description                                       | Amount      | Transaction Type | Category          | Account Name |
|------------|---------------------------------------------------|-------------|------------------|-------------------|--------------|
| 10/10/2017 | Wf Home Mtg (Yermo-CA)                            | 312.52      | debit            | Mortgage & Rent   | CPC CHECKING |
| 9/29/2017  | Interest                                          | 0.03        | credit           | Interest Income   | CPC CHECKING |
| 9/6/2017   | Wf Home Mtg (Yermo-CA)                            | 312.52      | debit            | Mortgage & Rent   | CPC CHECKING |
| 8/31/2017  | Interest                                          | 0.04        | credit           | Interest Income   | CPC CHECKING |
| 8/31/2017  | Interest                                          | 0.14        | credit           | Interest Income   | CPC SAVINGS  |
| 8/14/2017  | Wf Home Mtg (Yermo-CA)                            | 312.52      | debit            | Mortgage & Rent   | CPC CHECKING |
| 8/11/2017  | Water Bill On-Line Payment Fee (Yermo-CA)         | 2.51        | debit            | Service Fee       | CPC CHECKING |
| 8/11/2017  | Av Ranchos Waterbillpm- (Yermo Water Bill)        | 52.42       | debit            | Bills & Utilities | CPC CHECKING |
| 7/31/2017  | Interest                                          | 0.04        | credit           | Interest Income   | CPC CHECKING |
| 7/31/2017  | Interest                                          | 0.13        | credit           | Interest Income   | CPC SAVINGS  |
| 7/10/2017  | Water Bill On-Line Payment Fee (Yermo-CA)         | 2.51        | debit            | Service Fee       | CPC CHECKING |
| 7/10/2017  | Av Ranchos Waterbillpm- (Yermo Water Bill)        | 46.61       | debit            | Bills & Utilities | CPC CHECKING |
| 7/5/2017   | Wf Home Mtg (Yermo-CA)                            | 312.52      | debit            | Mortgage & Rent   | CPC CHECKING |
| 6/30/2017  | Interest                                          | 0.04        | credit           | Interest Income   | CPC CHECKING |
| 6/16/2017  | Wf Home Mtg (Yermo-CA)                            | 800         | credit           | Income            | CPC CHECKING |
| 6/14/2017  | Check 2123 Attorney Fee                           | 1281.25     | debit            | Check             | CPC CHECKING |
| 5/31/2017  | Interest                                          | 0.04        | credit           | Interest Income   | CPC CHECKING |
| 5/22/2017  | Av Ranchos Waterbillpm- (Yermo Water Bill)        | 79.85       | debit            | Bills & Utilities | CPC CHECKING |
| 5/22/2017  | Water Bill On-Line Payment Fee (Yermo-CA)         | 2.51        | debit            | Service Fee       | CPC CHECKING |
| 5/8/2017   | Remote Online Deposit Yermo Rent (145.97 repairs) | 654.03      | credit           | Income            | CPC CHECKING |
| 5/2/2017   | Check 2122- Property Taxes (Bluff Point)          | \$ 483.93   | debit            | Property Taxes    | CPC CHECKING |
| 5/1/2017   | Discover Card Rebate                              | \$ 25.04    | credit           | Reimbursement     | CPC CHECKING |
| 4/28/2017  | Interest                                          | \$ 0.03     | credit           | Interest Income   | CPC CHECKING |
| 4/28/2017  | Check 2121 - Attorney Fee                         | \$ 1,000.00 | debit            | Business Services | CPC CHECKING |
| 4/24/2017  | Transfer from CPC SAVINGS                         | \$ 2,000.00 | credit           | Transfer          | CPC CHECKING |
| 4/17/2017  | Check 2120 - Bluff Point Warranty Repair          | \$ 16.25    | debit            | Home Improvement  | CPC CHECKING |
| 4/10/2017  | Wf Home Mtg (Yermo-CA)                            | \$ 800.00   | credit           | Rental Income     | CPC CHECKING |
| 4/10/2017  | Check 2001-C. Christian House Repair              | \$ 210.00   | debit            | Home Services     | CPC CHECKING |
| 4/10/2017  | Cse Insurance Group- (Yermo-CA)                   | \$ 463.06   | debit            | Home Insurance    | CPC CHECKING |
| 4/7/2017   | Check 2002 -Bluff Point Home Repair               | \$ 740.00   | debit            | Home Services     | CPC CHECKING |
| 3/31/2017  | Av Ranchos Waterbillpm- (Yermo Water Bill)        | \$ 41.27    | debit            | Bills & Utilities | CPC CHECKING |
| 3/31/2017  | Interest                                          | \$ 0.05     | credit           | Interest Income   | CPC CHECKING |

|           |                                              |    |          |        |                   |              |
|-----------|----------------------------------------------|----|----------|--------|-------------------|--------------|
| 3/31/2017 | Water Bill On-Line Payment Fee (Yermo-CA)    | \$ | 2.50     | debit  | Service Fee       | CPC CHECKING |
| 3/24/2017 | Lowe's - Water Heater Replacement            | \$ | 602.50   | debit  | Home Improvement  | CPC CHECKING |
| 3/23/2017 | Check 2119-Vogl Const (Dancing Vines Repair) | \$ | 1,300.00 | debit  | Home Improvement  | CPC CHECKING |
| 3/21/2017 | Check 2118 - (Dad's Memorial Trip)           | \$ | 2,488.01 | debit  | Misc Expenses     | CPC CHECKING |
| 3/20/2017 | Transfer from CPC SAVINGS                    | \$ | 2,500.00 | credit | Transfer          | CPC CHECKING |
| 3/14/2017 | Rebate                                       | \$ | 5.02     | credit | Income            | CPC CHECKING |
| 3/13/2017 | Escrow Refund -(Yermo, CA)                   | \$ | 9.73     | credit | Income            | CPC CHECKING |
| 3/9/2017  | Check 2117- Water Bill (Dancing Vines)       | \$ | 27.44    | debit  | Bills & Utilities | CPC CHECKING |
| 3/6/2017  | Deposit - (Yermo, CA)                        | \$ | 800.00   | credit | Rental Income     | CPC CHECKING |
| 3/2/2017  | Av Ranchos Waterbillpm- (Yermo, CA)          | \$ | 41.27    | debit  | Bills & Utilities | CPC CHECKING |
| 3/2/2017  | Water Bill On-Line Payment Fee               | \$ | 2.50     | debit  | Service Fee       | CPC CHECKING |
| 3/1/2017  | Check 2116- Cell Phone C. Christian          | \$ | 750.00   | debit  | Mobile Phone      | CPC CHECKING |
| 2/28/2017 | Interest                                     | \$ | 0.05     | credit | Interest Income   | CPC CHECKING |
| 2/27/2017 | Dad's Memorial Trip                          | \$ | 27.53    | debit  | Misc Expenses     | CPC CHECKING |
| 2/27/2017 | Check 2114- Dad's Sam's Club Account Payoff  | \$ | 356.26   | debit  | Credit Card Bill  | CPC CHECKING |
| 2/27/2017 | Memorial Dinner                              | \$ | 200.00   | debit  | Misc Expenses     | CPC CHECKING |
| 2/24/2017 | Gas                                          | \$ | 23.24    | debit  | Misc Expenses     | CPC CHECKING |
| 2/23/2017 | Preferred Homecare Az- Medical Equip Lease   | \$ | 30.26    | debit  | Health Insurance  | CPC CHECKING |
| 2/13/2017 | Lowe's-Return                                | \$ | 35.61    | debit  | Home Improvement  | CPC CHECKING |
| 2/13/2017 | Costco                                       | \$ | 973.34   | debit  | Furnishings       | CPC CHECKING |
| 2/13/2017 | Transfer from CPC SAVINGS                    | \$ | 5,000.00 | credit | Transfer          | CPC CHECKING |
| 2/13/2017 | Living Spaces - Furniture                    | \$ | 643.49   | debit  | Furnishings       | CPC CHECKING |
| 2/13/2017 | Rosemary Keach Reimbursement                 | \$ | 2,000.00 | debit  | Misc Expenses     | CPC CHECKING |
| 2/10/2017 | Southern Nv Health -Certificates             | \$ | 115.00   | debit  | Misc Expenses     | CPC CHECKING |
| 2/10/2017 | Trustee Dinner Expense                       | \$ | 145.00   | debit  | Misc Expenses     | CPC CHECKING |
| 2/8/2017  | Memorial Trip (credit)                       | \$ | 400.84   | credit | Hotel             | CPC CHECKING |
| 2/8/2017  | Memorial Trip (credit)                       | \$ | 400.84   | credit | Hotel             | CPC CHECKING |
| 2/3/2017  | Memorial Trip Reservation                    | \$ | 400.84   | debit  | Reimbursement     | CPC CHECKING |
| 2/3/2017  | Memorial Trip Reservation                    | \$ | 400.84   | debit  | Reimbursement     | CPC CHECKING |
| 1/28/2017 | Gas                                          | \$ | 24.19    | debit  | travel            | CPC CHECKING |
| 1/26/2017 | C. Christian - Refrigerator                  | \$ | 220.00   | debit  | Home Improvement  | CPC CHECKING |
| 1/25/2017 | Costco                                       | \$ | 97.32    | debit  | Personal          | CPC CHECKING |
| 1/20/2017 | Amazon (Medical Supplies)                    | \$ | 23.90    | debit  | Personal          | CPC CHECKING |

|            |                                                      |  |    |          |        |                   |              |
|------------|------------------------------------------------------|--|----|----------|--------|-------------------|--------------|
| 1/18/2017  | Amazon -Return                                       |  | \$ | 37.99    | credit | Reimbursement     | CPC CHECKING |
| 1/17/2017  | Sams Club                                            |  | \$ | 64.45    | debit  | Groceries         | CPC CHECKING |
| 1/11/2017  | Sams Club                                            |  | \$ | 31.00    | debit  | Groceries         | CPC CHECKING |
| 1/9/2017   | Check 2113-Gardner (Bluff Point)                     |  | \$ | 100.00   | debit  | Landscaping       | CPC CHECKING |
| 1/9/2017   | Costco                                               |  | \$ | 555.23   | debit  | Furnishings       | CPC CHECKING |
| 1/9/2017   | Amazon (Medical Supplies)                            |  | \$ | 21.95    | debit  | Personal          | CPC CHECKING |
| 1/9/2017   | Amazon (Medical Supplies)                            |  | \$ | 10.35    | debit  | Personal          | CPC CHECKING |
| 1/9/2017   | Transfer from CPC SAVINGS                            |  | \$ | 2,500.00 | credit | Transfer          | CPC CHECKING |
| 1/6/2017   | Home Depot                                           |  | \$ | 81.64    | debit  | Home Improvement  | CPC CHECKING |
| 1/6/2017   | Amazon (Medical Supplies)                            |  | \$ | 7.05     | debit  | Personal          | CPC CHECKING |
| 1/5/2017   | Amazon (Medical Supplies)                            |  | \$ | 52.00    | debit  | Personal          | CPC CHECKING |
| 1/5/2017   | Amazon (Medical Supplies)                            |  | \$ | 37.99    | debit  | Personal          | CPC CHECKING |
| 1/3/2017   | Home Depot                                           |  | \$ | 44.92    | debit  | Home Improvement  | CPC CHECKING |
| 12/30/2016 | Check 2112- Wells Fargo (Deposit Dad's Acct)         |  | \$ | 5,000.00 | debit  | Transfer          | CPC CHECKING |
| 12/30/2016 | Transfer from CPC SAVINGS                            |  | \$ | 5,000.00 | debit  | Transfer          | CPC CHECKING |
| 12/28/2016 | Sams Club                                            |  | \$ | 119.83   | debit  | Groceries         | CPC CHECKING |
| 12/28/2016 | DMV- Mom's DL address change                         |  | \$ | 10.25    | debit  | Misc Expenses     | CPC CHECKING |
| 12/28/2016 | DMV- Dad's DL address change                         |  | \$ | 18.25    | debit  | Misc Expenses     | CPC CHECKING |
| 12/28/2016 | Check 2111 - Dancing Vines Water                     |  | \$ | 20.46    | debit  | Bills & Utilities | CPC CHECKING |
| 12/28/2016 | Check 2110 - Sam's Club CC                           |  | \$ | 638.97   | debit  | Credit Card Bill  | CPC CHECKING |
| 12/26/2016 | Check 2109 - Ray C Reimbursement (Hospital Beds)     |  | \$ | 1,900.00 | debit  | Misc Expenses     | CPC CHECKING |
| 12/22/2016 | Republic Services Dumpster                           |  | \$ | 685.00   | debit  | Home Improvement  | CPC CHECKING |
| 12/22/2016 | Costco                                               |  | \$ | 219.51   | debit  | Groceries         | CPC CHECKING |
| 12/20/2016 | Sams Club                                            |  | \$ | 9.50     | debit  | Groceries         | CPC CHECKING |
| 12/12/2016 | Sams Club Credit Card (Dad's CC)                     |  | \$ | 761.74   | debit  | Credit Card Bill  | CPC CHECKING |
| 12/10/2016 | Check 2108- Medical Assistant                        |  | \$ | 75       | debit  | Personal Care     | CPC CHECKING |
| 12/8/2016  | Check 2106-Ray C Reimbursement (Bluff Point Repairs) |  | \$ | 1,757.00 | debit  | Home Improvement  | CPC CHECKING |
| 12/3/2016  | Check 2107- Medical Assistant                        |  | \$ | 75.00    | debit  | Personal Care     | CPC CHECKING |
| 11/28/2016 | Transfer from CPC SAVINGS                            |  | \$ | 5,000.00 | debit  | Transfer          | CPC CHECKING |
| 11/28/2016 | Check 2105-Wells Fargo (Deposit Dad's Acct)          |  | \$ | 2,500.00 | debit  | Transfer          | CPC CHECKING |
| 11/28/2016 | Check 2104-VOID                                      |  | \$ | -        | -      | -                 | -            |
| 11/22/2016 | Check 2103- Home Insurance (Bluff Point)             |  | \$ | 718.00   | debit  | Home Insurance    | CPC CHECKING |
| 11/20/2016 | Check 2102- Garage Door Repair (Dancing Vines)       |  | \$ | 450.00   | debit  | Home Improvement  | CPC CHECKING |



|            |                                              |  |             |       |               |              |
|------------|----------------------------------------------|--|-------------|-------|---------------|--------------|
| 11/19/2016 | Sams Club                                    |  | \$ 169.36   | debit | Groceries     | CPC CHECKING |
| 11/19/2016 | Transfer from CPC SAVINGS                    |  | \$ 5,000.00 | debit | Transfer      | CPC CHECKING |
| 11/16/2016 | Check 9991 - Home Inspection (Bluff Point)   |  | \$ 245.00   | debit | Home Services | CPC CHECKING |
| 11/16/2016 | Wire Transfer -(Bluff Point Earnest Deposit) |  | \$ 3,000.00 | debit | Home Services | CPC CHECKING |
| 10/27/2016 | Check 9990- Wells Fargo (Deposit Dad's Acct) |  | \$ 2,000.00 | debit | Transfer      | CPC CHECKING |

| Date      | Description              | Amount    | Transaction Type | Category        | Account Name |
|-----------|--------------------------|-----------|------------------|-----------------|--------------|
| 10/5/2017 | Deposit - (Yermo, CA)    | 750       | credit           | Income          | CPC SAVINGS  |
| 9/29/2017 | Interest                 | 0.2       | credit           | Interest Income | CPC SAVINGS  |
| 9/7/2017  | Deposit - (Yermo, CA)    | 750       | credit           | Income          | CPC SAVINGS  |
| 8/31/2017 | Interest                 | 0.14      | credit           | Interest Income | CPC SAVINGS  |
| 8/14/2017 | Deposit - (Yermo, CA)    | 750       | credit           | Rental Income   | CPC SAVINGS  |
| 7/31/2017 | Interest                 | 0.13      | credit           | Interest Income | CPC SAVINGS  |
| 6/30/2017 | Withdrawal               | 267902.53 | debit            | Misc Expenses   | CPC SAVINGS  |
| 6/30/2017 | Interest                 | 12.98     | credit           | Interest Income | CPC SAVINGS  |
| 5/31/2017 | Interest                 | 14.77     | credit           | Interest Income | CPC SAVINGS  |
| 4/28/2017 | Interest                 | 12.61     | credit           | Interest Income | CPC SAVINGS  |
| 4/24/2017 | Transfer to CPC CHECKING | 2000      | debit            | Transfer        | CPC SAVINGS  |
| 3/31/2017 | Interest                 | 14.05     | credit           | Interest Income | CPC SAVINGS  |
| 3/20/2017 | Transfer to CPC CHECKING | 2500      | debit            | Transfer        | CPC SAVINGS  |
| 2/28/2017 | Interest                 | 8.33      | credit           | Interest Income | CPC SAVINGS  |
| 2/14/2017 | Dancing Vines Sale       | 194590.71 | credit           | Income          | CPC SAVINGS  |
| 2/13/2017 | Transfer to CPC CHECKING | 5000      | debit            | Transfer        | CPC SAVINGS  |

*Steven D. Grierson*

1 IARV  
2 CARY COLT PAYNE, ESQ.  
3 Nevada Bar No.:4357  
4 CARY COLT PAYNE, CHTD.  
5 700 South Eighth Street  
6 Las Vegas, Nevada 89101  
7 (702) 383-9010  
8 carycoltpaynechtd@yahoo.com  
9 Attorney for Petitioner

DISTRICT COURT  
CLARK COUNTY, NEVADA

10 In the Matter of ) Case No.: P-17-092512-T  
11 ) Dept. No.: PC-1  
12 )

13 THE CHRISTIAN FAMILY  
14 TRUST u.a.d. 10/11/16  
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INVENTORY RECORD OF VALUE

STATE OF NEVADA: COUNTY OF CLARK } ss.

SUSAN CHRISTIAN PAYNE, pursuant to the laws of the State of Nevada (NRS 53.045), and under penalty of perjury, hereby declares that the following is a true statement of all of the estate of the above-named Trust. I hereby certify that the property described herein is property where there is no reasonable doubt as to value and is believed to be equal in value to money in the amount set opposite each respective item, and that the value of the whole of the inventoried estate as of the date of decedent's death (1/31/17) was as stated herein.

Dated the 20 day of October, 2017

*Susan Christian Payne*  
SUSAN CHRISTIAN PAYNE

CARY COLT PAYNE, CHTD.

700 South Eighth Street  
Las Vegas, Nevada 89101  
Tel: 702.383.9010 • Fax 702.383.9049



**REAL PROPERTY**

|                                          |                           |              |
|------------------------------------------|---------------------------|--------------|
| 2848 Bluff Point Drive, Las Vegas, NV    | \$292,960.00 <sup>1</sup> |              |
| 37920 Grandview Ave., Yermo, CA (rental) | <u>\$ 64,088.00</u>       |              |
|                                          |                           | \$357,048.00 |

**PERSONAL PROPERTY**Proceeds of Sale <sup>2</sup>

|                                    |                     |                                 |
|------------------------------------|---------------------|---------------------------------|
| 1060- Dancing Vines, Las Vegas, NV | \$194,704.59        |                                 |
| Oxford Policy proceeds             | \$ 54,206.61        |                                 |
| Oxford Policy proceeds             | \$106,719.79        |                                 |
| Chase accounts proceeds            | <u>\$ 73,197.94</u> |                                 |
|                                    |                     | <u>\$428,828.93<sup>3</sup></u> |

|                       |                    |             |
|-----------------------|--------------------|-------------|
| Chase Savings (6040)  | \$ 6,513.45        |             |
| Chase Checking (4816) | <u>\$ 4,357.84</u> |             |
| (as of 9/30/17)       |                    | \$10,871.29 |

|                                       |                     |
|---------------------------------------|---------------------|
| <b>TOTAL VALUE OF TRUST PROPERTY:</b> | <b>\$796,748.22</b> |
|---------------------------------------|---------------------|

<sup>1</sup> Value based upon Zillow printout (10/16/17)

<sup>2</sup> Held for distribution, subject to claims, etc.

<sup>3</sup> Held by Client Trust Account





## CERTIFICATE OF SERVICE

The undersigned hereby certifies that on October 25, 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;

Tommy L. Christian  
245 South Lemon, Apt C  
Orange, CA 92566

Christopher A. Christian  
560 W. 20th Street #12  
San Bernardino, CA 92405

☒ **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).

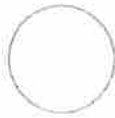
Daniel Keifer, Esq.  
*Email: kenny@rlklegal.com*  
Joseph Powell, Esq.  
*email: joey@rushforth.com*  
RUSHFORTH, LEE & KIEFER, LLP  
1701 Village Center Circle, Suite 150  
Las Vegas, NV 89134  
Attorney for Monte Reason

Tiffany S. Barney, Esq.  
ANTHONY L. BARNEY LTD.  
3317 W. Charleston Blvd., Suite B  
Las Vegas, NV 89102  
*email: tiffany@anthonybarney.com*  
Attorney for Nancy I. Christian

  
An employee of CARY COLT PAYNE, CHTD.

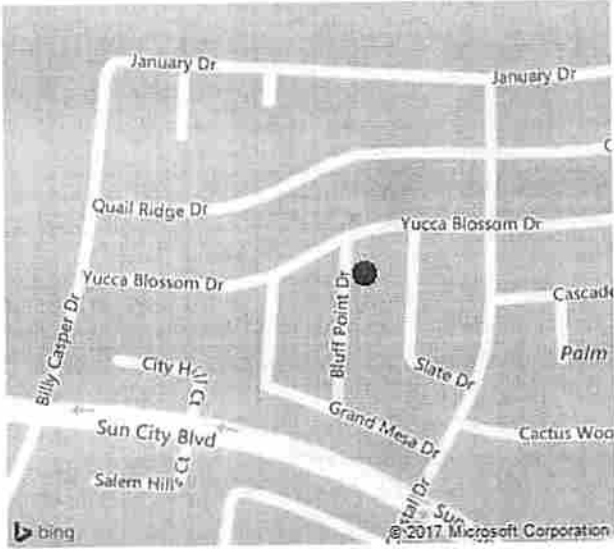
City, !

ZILLOW INSTANT OFFERS



500+ homeowners in your area got cash Instant Offers.

2848 Bluff Point Dr, Las Vegas, NV 89134

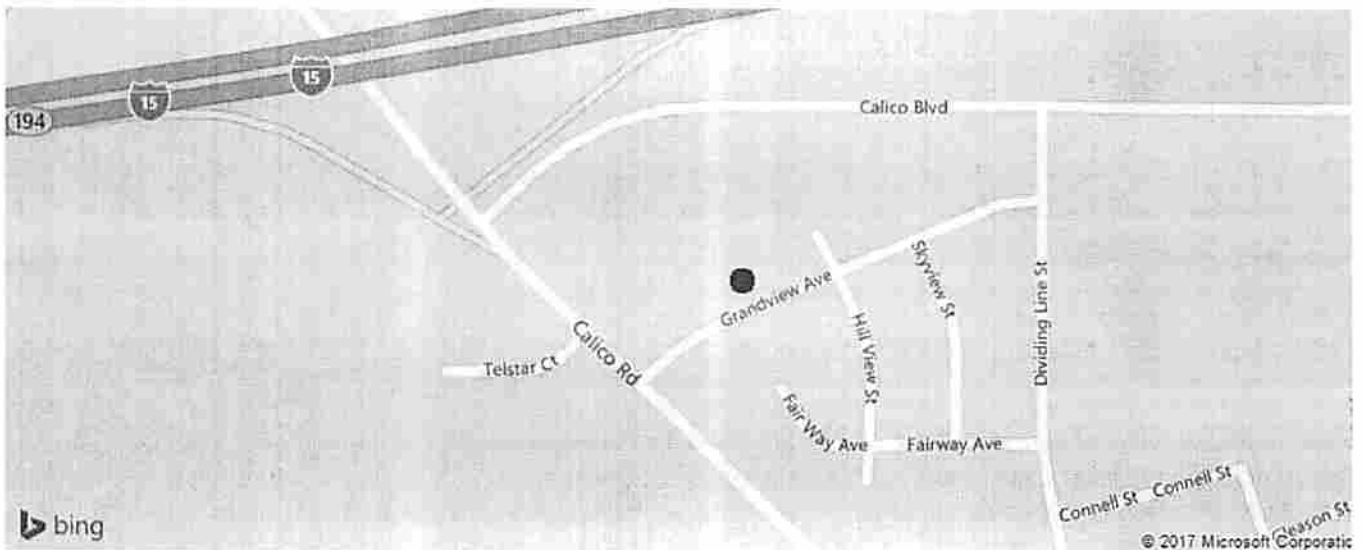


**2848 Bluff Point Dr,**  
**Las Vegas, NV 89134**  
2 beds · 2 baths · 1,653 sqft

**SOLD: \$265,000**  
Sold on 12/09/16  
**Zestimate®: \$292,960**  
  
Est. Refi Payment  
**\$1,034/mo**

City, State

37920 Grandview Ave, Yermo, CA 92398



## 37920 Grandview Ave, Yermo, CA 92398

3 beds · 2 baths · 1,144 sqft

OFF MARKET

Zestimate®: \$64,088

Rent Zestimate®: \$950 /mo

Est. Refi Payment

\$250/mo

### Is this your rental?

Get a monthly local market report with comparable rentals in your area.

☐ I own and manage this rental

☐ I manage this rental for the owner

Enter email

Subscribe



## 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

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

Due from Seller at Closing \$15,807.00

08 Excess Deposit  
 09 Closing Costs Paid at Closing (I) \$15,503.40  
 10 Existing Loan(s) Assumed or Taken Subject to  
 11 Payoff of First Mortgage Loan  
 12 Payoff of Second Mortgage Loan

13 Seller Credit  
 14 Title Insurance Premium Adjustment \$303.60

## Adjustments for Items Unpaid by Seller

15 City/Town Taxes to  
 16 County Taxes to  
 17 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 2421 W. Horizon Ridge PKWY Suite 110  
 Henderson NV 89052  
 NV License ID  
 Contact Mark Hillers  
 Contact NV License ID  
 Email thehillers@gmail.com  
 Phone (702) 480-4454

## REAL ESTATE BROKER (S)

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

## SETTLEMENT AGENT

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

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



## Closing Cost Details

| Loan Costs                                   |                                                                                                 | At Closing | Seller-Paid<br>Before Closing |
|----------------------------------------------|-------------------------------------------------------------------------------------------------|------------|-------------------------------|
| <b>A. Origination Charges</b>                |                                                                                                 |            | \$0.00                        |
| 01                                           | % of Loan Amount (Points)                                                                       |            |                               |
| 02                                           |                                                                                                 |            |                               |
| 03                                           |                                                                                                 |            |                               |
| 04                                           |                                                                                                 |            |                               |
| 05                                           |                                                                                                 |            |                               |
| 06                                           |                                                                                                 |            |                               |
| <b>B. Services Borrower Did Not Shop For</b> |                                                                                                 |            | \$0.00                        |
| 07                                           |                                                                                                 |            |                               |
| 08                                           |                                                                                                 |            |                               |
| 09                                           |                                                                                                 |            |                               |
| 10                                           |                                                                                                 |            |                               |
| 11                                           |                                                                                                 |            |                               |
| 12                                           |                                                                                                 |            |                               |
| 13                                           |                                                                                                 |            |                               |
| 14                                           |                                                                                                 |            |                               |
| 15                                           |                                                                                                 |            |                               |
| 16                                           |                                                                                                 |            |                               |
| <b>C. Services Borrower Did Shop For</b>     |                                                                                                 |            | \$480.00                      |
| 01                                           | Escrow Fee to Equity Title of Nevada                                                            | \$355.00   |                               |
| 02                                           | Notary Signing Fee                                                                              | \$125.00   |                               |
| 03                                           |                                                                                                 |            |                               |
| 04                                           |                                                                                                 |            |                               |
| 05                                           |                                                                                                 |            |                               |
| 06                                           |                                                                                                 |            |                               |
| 07                                           |                                                                                                 |            |                               |
| 08                                           |                                                                                                 |            |                               |
| 09                                           |                                                                                                 |            |                               |
| 10                                           |                                                                                                 |            |                               |
| <b>Other Costs</b>                           |                                                                                                 |            |                               |
| <b>E. Taxes and Other Government Fees</b>    |                                                                                                 |            | \$1,071.00                    |
| 01                                           | Recording Fees Deed: Mortgage:                                                                  |            |                               |
| 02                                           | County Transfer Tax to Equity Title of Nevada                                                   | \$1,071.00 |                               |
| <b>F. Prepays</b>                            |                                                                                                 |            | \$0.00                        |
| 01                                           | Homeowner's Insurance Premium (mo.)                                                             |            |                               |
| 02                                           | Mortgage Insurance Premium (mo.)                                                                |            |                               |
| 03                                           | Prepaid Interest ( per day from to )                                                            |            |                               |
| 04                                           | Property Taxes (mo.)                                                                            |            |                               |
| <b>G. Initial Escrow Payment at Closing</b>  |                                                                                                 |            | \$0.00                        |
| 01                                           | Homeowner's Insurance per month for mo.                                                         |            |                               |
| 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>                              |                                                                                                 |            | \$13,952.40                   |
| 01                                           | HOA Dues to Silverado South Homeowners Association                                              | \$60.00    |                               |
| 02                                           | Real Estate Commission to Real Estate By Design                                                 | \$6,300.00 |                               |
| 03                                           | Real Estate Commission to Black & Cherry Real Estate                                            | \$6,300.00 |                               |
| 04                                           | Reimburse Agent to Real Estate By Design                                                        | \$330.00   |                               |
| 05                                           | Title - ALTA 2013 Homeowner's Policy or Title Insurance (Rev 12-2-13) to Equity Title of Nevada | \$737.40   |                               |
| 06                                           | Transfer Fee to First Service Residential Realty                                                | \$225.00   |                               |
| 07                                           |                                                                                                 |            |                               |
| 08                                           |                                                                                                 |            |                               |
| 09                                           |                                                                                                 |            |                               |
| 10                                           |                                                                                                 |            |                               |
| <b>J. TOTAL CLOSING COSTS</b>                |                                                                                                 |            | \$15,503.40                   |

## 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            |                   |
|                                                    |                   |                   |
| <b>Subtotals</b>                                   | <b>15,807.00</b>  | <b>210,511.59</b> |
| <b>Proceeds Due Seller</b>                         | <b>194,704.59</b> |                   |
| <b>Totals</b>                                      | <b>210,511.59</b> | <b>210,511.59</b> |

#### 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 Grantlund

CARY COLT PAYNE, CHTD.

10/5/2017 3:53 PM

Register: CLIENT TRUST ACCOUNT:Christian Family Trust

From 06/01/2016 through 10/05/2017

Sorted by: Date, Type, Number/Ref

| <u>Date</u> | <u>Number</u> | <u>Payee</u>            | <u>Account</u>      | <u>Memo</u> | <u>Payment</u> | <u>C</u> | <u>Deposit</u> | <u>Balance</u> |
|-------------|---------------|-------------------------|---------------------|-------------|----------------|----------|----------------|----------------|
| 06/30/2017  | 185830        | Christian Family Trust  | CLIENT TRUST ACC... | Deposit     |                |          | 106,719.79     | 106,719.79     |
| 06/30/2017  | 185831        | Christian Family Trust  | CLIENT TRUST ACC... | Deposit     |                |          | 54,206.61      | 160,926.40     |
| 06/30/2017  | 9569903...    | Susan G. Christian-P... | CLIENT TRUST ACC... | Deposit     |                |          | 267,902.53     | 428,828.93     |

**CONSOLIDATED BALANCE SUMMARY****ASSETS**

| Checking & Savings            | ACCOUNT         | BEGINNING BALANCE<br>THIS PERIOD | ENDING BALANCE<br>THIS PERIOD |
|-------------------------------|-----------------|----------------------------------|-------------------------------|
| Chase Private Client Checking | 000000446556040 | \$4,670.33                       | \$4,357.84                    |
| Chase Private Client Savings  | 000003008644816 | 5,763.25                         | 6,513.45                      |
| <b>Total</b>                  |                 | <b>\$10,433.58</b>               | <b>\$10,871.29</b>            |

**TOTAL ASSETS****\$10,433.58      \$10,871.29**

All Summary Balances shown are as of September 29, 2017 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

**CHASE PRIVATE CLIENT CHECKING**

CHRISTIAN FAMILY TRUST

Account Number: 000000446556040

SUSAN G CHRISTIAN-PAYNE TRUSTEE

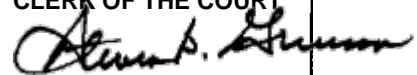
OR RAYMOND TYRONE CHRISTIAN TRUSTEE

**CHECKING SUMMARY**

|                                            | AMOUNT            |
|--------------------------------------------|-------------------|
| Beginning Balance                          | \$4,670.33        |
| Deposits and Additions                     | 0.03              |
| Electronic Withdrawals                     | -312.52           |
| <b>Ending Balance</b>                      | <b>\$4,357.84</b> |
| Annual Percentage Yield Earned This Period | 0.01%             |
| Interest Paid This Period                  | \$0.03            |
| Interest Paid Year-to-Date                 | \$0.37            |

**TRANSACTION DETAIL**

| DATE  | DESCRIPTION                                        | AMOUNT  | BALANCE    |
|-------|----------------------------------------------------|---------|------------|
|       | Beginning Balance                                  |         | \$4,670.33 |
| 09/06 | Wf Home Mtg Auto Pay 0022758965 Web ID: W952318940 | -312.52 | 4,357.81   |
| 09/29 | Interest Payment                                   | 0.03    | 4,357.84   |
|       | Ending Balance                                     |         | \$4,357.84 |



1 NEOJ

2  
3  
4 **DISTRICT COURT  
CLARK COUNTY, NEVADA**

5 \*\*\*

6 Susan Christian-Payne, Rosemary  
7 Keach and Raymond Christian  
8 Petitioners,

Case No.: P-17-092512-T  
Department S

9 vs

10 Nancy I. Christian,  
11 Respondent,

12 **NOTICE OF ENTRY OF ORDER**

13 Please take notice that the Decision from the 31st day of October, 2017 was  
14 entered in the foregoing action and the following is a true and correct copy  
15 thereof.

16 Dated: This 31st day of October, 2017.

**DENIECE LOPEZ**

17 \_\_\_\_\_  
18 Deniece Lopez  
19 Judicial Executive Assistant  
20 Department S

21 **CERTIFICATE OF SERVICE**

22 I hereby certify that on or about the above file stamp date, a copy of the  
23 foregoing Notice of Entry of Order was:

24 ☐ E-served pursuant to NEFCR 9 or placed a copy in the appropriate attorney  
25 folder located in the Clerk's Office at the RJC:

26 Joseph Powell, Esq.  
27 Cary Payne, Esq.  
28 Tiffany Barney, Esq.  
Zachary Holyoak, Esq.

☒ E-served pursuant to NEFCR 9, or mailed, via first-class mail, postage fully  
prepaid, to:

1 Joseph Powell, Esq.  
2 1707 Village Center Circle Ste. 150  
3 Las Vegas, NV 89134-0597

4 Cary Payne, Esq.  
5 700 S. 8<sup>th</sup> Street  
6 Las Vegas, NV 89104

7 Tiffany Barney, Esq.  
8 3317 W. Charleston #B  
9 Las Vegas, NV 89102

10 Zachary Holyoak  
11 3317 W. Charleston #B  
12 Las Vegas, NV 89102

**DENIECE LOPEZ**

---

Deniece Lopez  
Judicial Executive Assistant  
Department S



DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

SUSAN CHRISTIAN-PAYNE,  
ROSEMARY KEACH, AND  
RAYMOND CHRISTIAN  
PETITIONERS,

Case No.: P-17-092512-T  
Dept No.: S

v.

NANCY I. CHRISTIAN,  
RESPONDENT

**DECISION**

This matter came before the Court for a Status Check on October 19, 2017. After reviewing the oral arguments and pleadings, reviewing exhibits and documents on file herein, the Court makes the following findings of fact and orders:

**I. Statement of the Case**

This is a dispute regarding a family trust following the removal of Petitioners as co-trustees and Respondent Nancy Christian's appointment of Monte Reason as the successor trustee.

**II. Issues**

1. Standing of Petitioners
2. Jurisdiction of the Court over the trust

**III. Finding of Facts**



- 1 1. One year ago, Raymond T. Christian (hereinafter "Raymond") and Nancy I. Christian  
2 (hereinafter "Nancy") executed The Christian Family Trust (hereinafter "the trust")  
3 on October 11, 2016.
- 4 2. Susan Christian-Payne, Rosemary Keach, and Raymond Christian (hereinafter  
5 "Petitioners") were the original individuals named co-trustees and accepted the  
6 Trusteeship of the Trust at the time of its initial execution in October 2016. The  
7 names of the four (4) now living children from the Grantors' marriage are Rosemary  
8 Christian-Keach, Raymond T. Christian, Jr., Tommy L. Christian, and Susan  
9 Christian-Payne.
- 10 3. In January 2017, the residence at 1060 Dancing Vines was listed for sale by  
11 Petitioners. On or about January 18, 2017, Petitioners accepted a contract on the  
12 Dancing Vines property. The property was sold on February 13, 2017.
- 13 4. Grantor Raymond Christian died on January 31, 2017. Grantor Nancy Christian is  
14 currently 77 years old.
- 15 5. About a month after Raymond died and after the property closed, Nancy Christian  
16 sought to be paid an additional \$5,000 per month from the trust.
- 17 6. The Trust provides at Article 4.3(a) that: "the Trustee, in Trustees' sole discretion may  
18 pay to the Survivor all of the net Income of the Trust estate, as the Trustee may  
19 determine necessary, In the Trustee's sole discretion for the health, education and  
20 maintenance of the survivor . . ."
- 21 7. Nancy was informed as to the trust terms and net income payments by  
22 correspondence dated June 3, 2017. Within 10 days thereafter, Nancy, executed  
23 documents to remove Petitioners as co-trustees and appoint Monte Reason.
- 24  
25  
26  
27  
28

- 1 8. The Grantors resided in Clark County, Nevada; the Trust is being administered in  
2 Clark County, Nevada; the Trust is believed to own property in Clark County,  
3 Nevada; and the Trust is governed by the laws of the State of Nevada.  
4  
5 9. Petitioners claim that upon Raymond's death, the trust was to be divided into a  
6 survivor's trust and a decedent's trust.  
7  
8 10. As written, the trust provides Nancy with the authority to change the trustee or  
9 successor trustee after Raymond's death. *See* Trust Article 9.3.  
10  
11 11. Petitioners allege that the trust was not intended to be revocable as to the trustees and  
12 that Article 9.3 contained at least one scrivener's or other similar type of error.  
13  
14 12. Monte Reason, the successor trustee, is Nancy's child from a previous marriage.  
15 Monte Reason has past child support arrears and criminal issues including drug  
16 issues. His share was to be ten percent of the trust and was to be held in a trust to be  
17 distributed in the sole discretion of the trustee Susan G. Christian-Payne. *See* Trust  
18 Sec. 6.1 (f) and (g). Petitioners were to each receive twenty percent of the proceeds  
19 from the sale of the home outright and free of trust. *See* Trust Sec. 6.1 In addition,  
20 Petitioners were to receive each one third of any remaining property. *See* Sec.6.2  
21  
22 13. The Trust provides in Section 6.1 "Upon the death of **both** Trustors, the Trustee shall  
23 first sell the Trustors' primary residence located at 1060 Dancing Vines, Las Vegas,  
24 Nevada, and the proceeds from the sale of such home shall be distributed..."  
25 *Emphasis added.* However, Sec 6.1 (g) provides "Moreover, in the event the home  
26 referred to in this Section 6.1 was sold prior to the Survivor's death, then an amount  
27 equal to the net proceeds from such earlier sale shall be set aside to be held and  
28 distributed pursuant to the above terms of this Section 6.1."

#### IV. Law and Analysis

Pursuant to the trust, the Trustees had the "sole discretion" to use the net income to support the surviving trustor. Furthermore, if in the "opinion" of the Trustees the income from the trust was not sufficient to support the survivor, the Trustees could use the trust principal to support the needs of the survivor. *See* Trust Article 4.3.

After payments of decedent expenses following death of one of the trustors, any remaining property in the trust was to be transferred to the Survivor Trust. *See* Trust Article 4.3. Nancy claims that the trust provided that if she asked for more funds and the Trustees, in their sole discretion, did not agree, she had the authority to replace the Trustees. Nancy and the original co-trustees seek to litigate whether Nancy can remove and replace Petitioners pursuant to the interpretation of the language in the Trust. Sec.9.3. In addition, since the real property at 1060 Dancing Vines has been sold there is the question of using those proceeds for Nancy or setting the proceeds "aside to be held and distributed pursuant to the terms of" the trust.

In addition, there is the question of exploitation, fraud, duress, or undue influence by the newly appointed trustee Monte Reason over his mother, Nancy. Petitioners are the original trustees and the children of the grantors. *See* Trust Sec. 1.2. Moreover they were to receive sixty percent of "the net proceeds from . . . sale" of the home at 1060 Dancing Vines. *See* Trust Sec. 6.1 (g).

Nancy cites Linthicum v. Rudi, 122 Nev. 1452, 148 P.3d 746 (2006) to support her assertion that the Court lacks jurisdiction over this case. However, there are several distinctions between Linthicum and the present case. First, in Linthicum, the petitioners were only beneficiaries of the trust. Here, Petitioners were formerly trustees of the trust.

1 Second, the petitioners in Linthicum sought relief because they were removed as  
2 beneficiaries of the trust. Here, Petitioners were removed as trustees of the trust; their  
3 status as beneficiaries of the trust has not been modified or questioned. Furthermore,  
4 Petitioners allege that they were removed as trustees because of undue influence and  
5 duress.  
6

7 Significantly, Linthicum deals exclusively with a revocable inter vivos trust with  
8 a sole grantor. Here, the Christian Family Trust was created as a revocable inter vivos  
9 trust by co-grantors. Upon the death of Raymond, the trust became irrevocable. *See* Trust  
10 Sec. 9.2. Furthermore, a discretionary survivor's trust was created. *See* Trust Sec. 4.3.  
11 The language of Linthicum is clear that it refers only to revocable inter-vivos trusts:  
12

13 "However, neither of these statutes directly addresses revocable inter vivos trusts,  
14 such as the trust in this case. [...] Nevada statutes do not contemplate beneficiaries  
15 to a revocable inter vivos trust challenging the trust until the settlor's death."

16 Nevada law provides the court discretion to accept jurisdiction and to decide who  
17 is an interested party. "Interested person" means a person whose right or interest under an  
18 estate or trust may be materially affected by a decision of a fiduciary or a decision of the  
19 court. The fiduciary or court shall determine who is an interested person according to the  
20 particular purposes of, and matter involved in, a proceeding. NRS 132.185 .  
21

22 Here, Petitioners were co-trustees of the trust and had fiduciary responsibility to  
23 protect the interests of Nancy and the assets of the Christian family trust. They had sole  
24 discretionary power of the assets of the trust and allege that they were removed as  
25 trustees for exercising this discretion. Petitioners further allege that appointment of  
26 Monte Reason as trustee will result in abuse or misuse of trust assets.  
27  
28

1 Nevada law provides that trustees may petition the court regarding any aspect of  
2 the trust including appointing or removing a trustee. NRS 153.031(k). Moreover, Nevada  
3 law allows the Court to take jurisdiction of cases in matters involving fraud or duress.  
4 "The court has exclusive jurisdiction of proceedings initiated by the petition of an  
5 interested person concerning the internal affairs of a non-testamentary trust, including a  
6 revocable living trust while the settlor is still living if the court determines that the settlor  
7 cannot adequately protect his or her own interests or if the interested person shows that  
8 the settlor is incompetent or susceptible to undue influence." NRS 164.015(1)  
9

10 The Court finds that Petitioners, as the original co-trustees and the children of the  
11 Grantors, as well as beneficiaries of the trust, are interested person as defined in NRS  
12 132.185. Petitioners have standing to question whether Nancy properly removed them  
13 from the role of trustees. NRS 164.015, (1) (3) and (4).  
14

15 This Court has jurisdiction over the trust. NRS 164.010 (2). In fact, both  
16 sides have questions regarding the holding and setting aside of net proceeds of the sale of  
17 real property, breach of fiduciary duty, and interpretation of the trust instrument. The  
18 Court has jurisdiction to review the trust to resolve these issues. NRS 164.033.  
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1           **V. CONCLUSION**

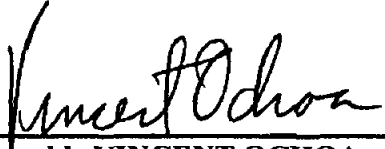
2           The Petitioners are "interested persons" as defined in NRS 132.185 and have standing to  
3 pursue their petition. The Court has jurisdiction to review the trust to help resolve their issues.  
4 NRS 164.033. It is the Court's intention to refer this matter for a conference with a Senior  
5 Judge.  
6

7           **WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**  
8 **THAT** Nancy shall file an Answer/Responding Pleading pursuant to statute.

9           **IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED THAT** all  
10 trust assets shall be frozen until further order of the Court.

11           **IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED THAT** the  
12 assets withdrawn from the trust by Petitioners shall be placed in to an account and frozen.  
13 Petitioners shall provide proof of the location of these assets to Nancy and the Court within 10  
14 days.  
15

16                                   **IT IS SO ORDERED this 31 day of October, 2017**

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18                                   \_\_\_\_\_  
19                                   **Honorable VINCENT OCHOA**  
20                                   **District Court Judge, Department S**

21                                   **VINCENT OCHOA**  
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