

**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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Jan 09 2019 04:54 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

Case No.: 75750

**APPELLANT/CROSS-RESPONDENTS' APPENDIX - VOLUME 5**

*Filed by:*

*/s/ Cary Colt Payne, Esq.*

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CARY COLT PAYNE, ESQ.  
Nevada Bar No.: 4357  
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700 S. Eighth Street  
Las Vegas, NV 89101  
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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> |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <i><b>APPENDIX VOLUME 3:</b></i>  |                                                                                                                                                                                                                                                                                                                                                  |                        |
| 11/3/17                           | Joint Petition for Review of Former Trustees<br>Refusal to Provide a Proper Accounting<br>Pursuant to NRS 165.143                                                                                                                                                                                                                                | APP-ROA--194-222       |
| <i><b>APPENDIX VOLUME 4a:</b></i> |                                                                                                                                                                                                                                                                                                                                                  |                        |
| 11/13/17                          | Joint Objection to Petition Jurisdiction Etc.<br>Part 1                                                                                                                                                                                                                                                                                          | APP-ROA--223-298       |
| <i><b>APPENDIX VOLUME 4b:</b></i> |                                                                                                                                                                                                                                                                                                                                                  |                        |
| 11/13/17                          | Joint Objection to Petition Jurisdiction Etc.<br>Part 2                                                                                                                                                                                                                                                                                          | APP-ROA--299-373       |
| <i><b>APPENDIX VOLUME 5:</b></i>  |                                                                                                                                                                                                                                                                                                                                                  |                        |
| 12/4/17                           | Petitioner's Opposition to Motion for<br>Review/Proper Accounting                                                                                                                                                                                                                                                                                | APP-ROA--374-413       |
| 12/14/17                          | Petitioner's Opposition to Joint Counterpetition<br>to Confirm/Breach of Fiduciary Duty, Etc.<br>Request for Discovery                                                                                                                                                                                                                           | APP-ROA--414-428       |
| <i><b>APPENDIX VOLUME 6:</b></i>  |                                                                                                                                                                                                                                                                                                                                                  |                        |
| 12/12/17                          | Motion for Compliance with and Enforcement<br>of Court Order, and for Sanctions Relating<br>Thereto, for Order to show cause why Former<br>Trustees should not be held in Contempt,<br>for Order Compelling Former Trustees to<br>Account, and for Access to and Investment<br>Control of Trust Funds Belonging to the<br>Christian Family Trust | APP-ROA--429-452       |

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

***APPENDIX VOLUME 7a:***

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

***APPENDIX VOLUME 7b:***

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

***APPENDIX VOLUME 8:***

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

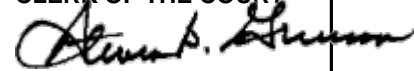
| <i><b>DATE</b></i>                | <i><b>DOCUMENT</b></i>                                                                                                                    | <i><b>NUMBERED</b></i> |
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| <i><b>APPENDIX VOLUME 9:</b></i>  |       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

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

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

| <i><b>DATE</b></i>                | <i><b>DOCUMENT</b></i>                                                                                                                                                                                                                                                                                                          | <i><b>NUMBERED</b></i> |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <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      |





**OPPS**  
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(702) 383-9010  
carycoltpaynechtd@yahoo.com  
Attorney for Petitioners

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

|                        |   |                         |
|------------------------|---|-------------------------|
| In the Matter of       | ) | Case No.: P-17-092512-T |
|                        | ) | Dept. No.: S (Probate)  |
| THE CHRISTIAN FAMILY   | ) |                         |
| TRUST u.a.d. 10/11/16  | ) | Date: 12/8/17           |
|                        | ) | Time: 2:00 PM           |
| ~~~~~                  | ) |                         |
| SUSAN CHRISTIAN-PAYNE, | ) |                         |
| ROSEMARY KEACH and     | ) |                         |
| RAYMOND CHRISTIAN,     | ) |                         |
| Petitioners            | ) |                         |
| -vs-                   | ) |                         |
|                        | ) |                         |
| NANCY I. CHRISTIAN and | ) |                         |
| MONTE REASON,          | ) |                         |
| Objectors              | ) |                         |
| ~~~~~                  | ) |                         |

**PETITIONER'S OPPOSITION TO MOTION FOR REVIEW/PROPER ACCOUNTING**

COMES NOW Petitioners, SUSAN CHRISTIAN-PAYNE, ROSEMARY KEACH and RAYMOND CHRISTIAN, independent co-trustees and beneficiaries of The Christian Family Trust u.a.d. 10/11/16, by and through their attorney, CARY COLT PAYNE, ESQ., of the lawfirm of CARY COLT PAYNE, CHTD., hereby submits this Opposition to the Petition for Review/Proper Accounting, which is made and based upon the attached Points and Authorities, Exhibits, pleadings on file to date, and any oral argument that the Court may allow at the time of the hearing.

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, Nevada 89101

Tel: 702. 383.9010 • Fax 702. 383.9049





## POINTS AND AUTHORITIES

Nancy Christian/Monte Reason, and their attorneys, wish to spend an inordinate amount of trust monies on meritless joint petitions. Their joint petition references NRS 165.143 (page 1 line 28). If so, then the process pursuant to said statute must be followed, e.g.: the demand was never rejected (NRS 165.143(1)).

As to any accounting, the trust, at Article 11.2, states:

**11 .2 Accounting.** Upon the written request delivered or mailed to the Trustees by an income beneficiary hereunder, the Trustees shall render a written statement of the financial status of the Trust. Such statement shall include the receipts and disbursements of the Trust for the period requested or for the period transpired since the last statement and the principal of the Trust at the end of such period. Statements need not be rendered more frequently than annually. [Emphasis added]

This is a Discretionary Trust (NRS 163.4185(1)(c)), which according the above paragraph, any accounting need not be more than annually. (Also see Art. 11.1-Protection) The Trust was created October 11, 2016. Grantor Raymond Christian funded the trust with his own separate property. Although Nancy agreed to fund with her property, she failed and/or refused to do so. No accounting would be due until October 11, 2017. Alternatively, if the time frame was the date of execution of the trust or when the Grantor Raymond Christian died on January 30, 2017, then the accounting was due a year after that.

Notwithstanding, the Co-Trustees filed a beginning inventory and an initial accounting on October 25, 2017 (courtesy copies attached), covering the period of 10/27/16 - 9/30/17.

The October 21, 2017 "deadline", fell on a weekend, making that Monday, October 23<sup>rd</sup> as a deadline. The Petitioners filed and served their Inventory and Accounting on October 26, 2017.



1 It is not clear what the substance of the objection to the accounting is. If the issue  
2 is the accounting covers three more months than what was required? Apparently,  
3 Nancy/Monte also claim to have an issue with the format of the accounting, but the  
4 objection does not point out what information, if any, is missing. This is an issue of form  
5 over substance. There should be no further need to re-do an accounting where all of the  
6 information has been provided.

7  
8 The Accounting itself indicates all income and all of the disbursement/expenses,  
9 etc. of the Trust from the October 2016 (inception) to the end of September 2017. The  
10 only actual income of the trust is from the rental property in California currently about  
11 \$750.00 per month, less mortgage, insurance, taxes, etc. Again, if the complaint is that  
12 the period was to only include up to July rather than the end of September, so what?

13  
14 Nancy/Monte have subpoenaed all the trust bank records, and can verify the  
15 numbers. They even subpoenaed petitioner's personal records, attempting to find  
16 something which does not exist.

17  
18 As to the inventory, it includes all the trust property, the value of the sold real  
19 property as well as the acquired real property, and the bank accounts. Whether it is  
20 through January 2017, or October 2017, are semantics. Petitioners can file an amended  
21 inventory to change the date, but the information will remain the same.

22  
23 This is a frivolous petition, riddled with bad faith. Instead of reaching out to  
24 counsel, they file a petition. The information has not changed. There is no need or  
25 requirement to spend further trust property in order to come up with the same information.

26  
27 The goal of the accounting, according to Nancy, (page 6), is to determine what was  
28 owned by the trust, the income and how it was disbursed/spent. They received that  
information. It was previously disclosed as to where the funds were being held, pending  
further orders of the court.



## CONCLUSION

Article 11.1 of the trust provides for protection and accounting by trustees, which controls. This petition can only be brought forth for the sole purpose of harassment, extending litigation, increasing their requests for attorneys fees, etc. and should be denied in its entirety, and for such other and further relief as this court may deem just and equitable.

Dated: December 4, 2017

CARY COLT PAYNE, ESQ.  
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CARY COLT PAYNE, CHTD.  
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(702) 383-9010  
Attorney for Petitioners



## CERTIFICATE OF SERVICE

The undersigned hereby certifies that on December 4, 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;

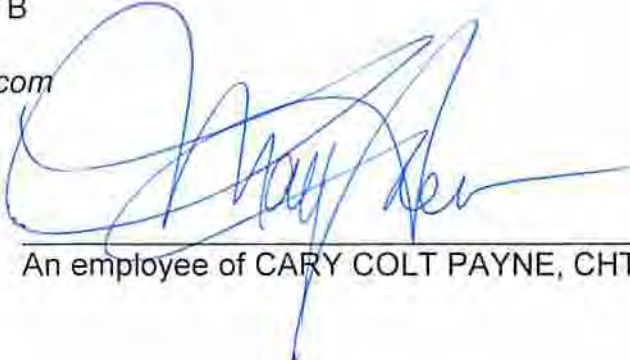
Tommy L. Christian  
245 South Lemon, Apt C  
Orange, CA 92566

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).

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**CARY COLT PAYNE, CHTD.**

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*EXHIBIT PAGE INTENTIONALLY LEFT BLANK*

**COURTESY COPIES**

*Steven D. Grierson*

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9 Attorney for Petitioner

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Dept. No.: PC-1

**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.  
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Tiffany S. Barney, Esq.  
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*email: tiffany@anthonybarney.com*  
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)         | 2.5         | 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)         | 2.5         | debit            | Service Fee       | CPC CHECKING |
| 7/10/2017  | Av Ranchos Waterbillpm- (Yermo Water Bill)        | 46.6        | 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)         | 2.5         | 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  |



Marj Arena &lt;marja.carycoltpayne@gmail.com&gt;

**Notification of Service for Case: P-17-092512-T, In the Matter of the Trust of: The Christian Family Trust u.a.d. 10/11/16 for filing Accounting - ACCT, Envelope Number: 1681923**

1 message

efilingmail@tylerhost.net &lt;efilingmail@tylerhost.net&gt;

Wed, Oct 25, 2017 at 4:44 PM

To: marja.carycoltpayne@gmail.com



## Notification of Service

Case Number: P-17-092512-T

Case Style: In the Matter of the Trust of: The Christian  
Family Trust u.a.d. 10/11/16  
Envelope Number: 1681923

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

| Filing Details      |   |
|---------------------|---|
| Case Number         | P-17-092512-T   |
| Case Style          | In the Matter of the Trust of: The Christian Family Trust u.a.d. 10/11/16   |
| Date/Time Submitted | 10/25/2017 3:55 PM PST  |
| Filing Type         | Accounting - ACCT   |
| Filing Description  | Accounting  |
| Filed By            | Cary Payne  |
| Service Contacts    | <p>Other Service Contacts not associated with a party on the case:</p> <p>Marj Arena, Paralegal (marja.carycoltpayne@gmail.com)</p> <p>Joseph Powell, Esq. (joeyp@rushforth.net)</p> <p>Anthony Barney, Esq. (office@anthonybarney.com)</p> <p>Zachary Holyoak, Esq. (office@anthonybarney.com)</p> |

| Document Details                |                   |
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*Steven D. Grierson*

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

7  
8 **DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

9 In the Matter of ) Case No.: P-17-092512-T  
10 THE CHRISTIAN FAMILY ) Dept. No.: PC-1  
11 TRUST u.a.d. 10/11/16 )  
12 ----- )

13 **INVENTORY RECORD OF VALUE**

14 STATE OF NEVADA: COUNTY OF CLARK } ss.

15 SUSAN CHRISTIAN PAYNE, pursuant to the laws of the State of Nevada (NRS  
16 53.045), and under penalty of perjury, hereby declares that the following is a true  
17 statement of all of the estate of the above-named Trust. I hereby certify that the property  
18 described herein is property where there is no reasonable doubt as to value and is  
19 believed to be equal in value to money in the amount set opposite each respective item,  
20 and that the value of the whole of the inventoried estate as of the date of decedent's  
21 death (1/31/17) was as stated herein.  
22

23 Dated the 20 day of October, 2017

24  
25 *Susan Christian Payne*  
26 SUSAN CHRISTIAN PAYNE  
27  
28

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

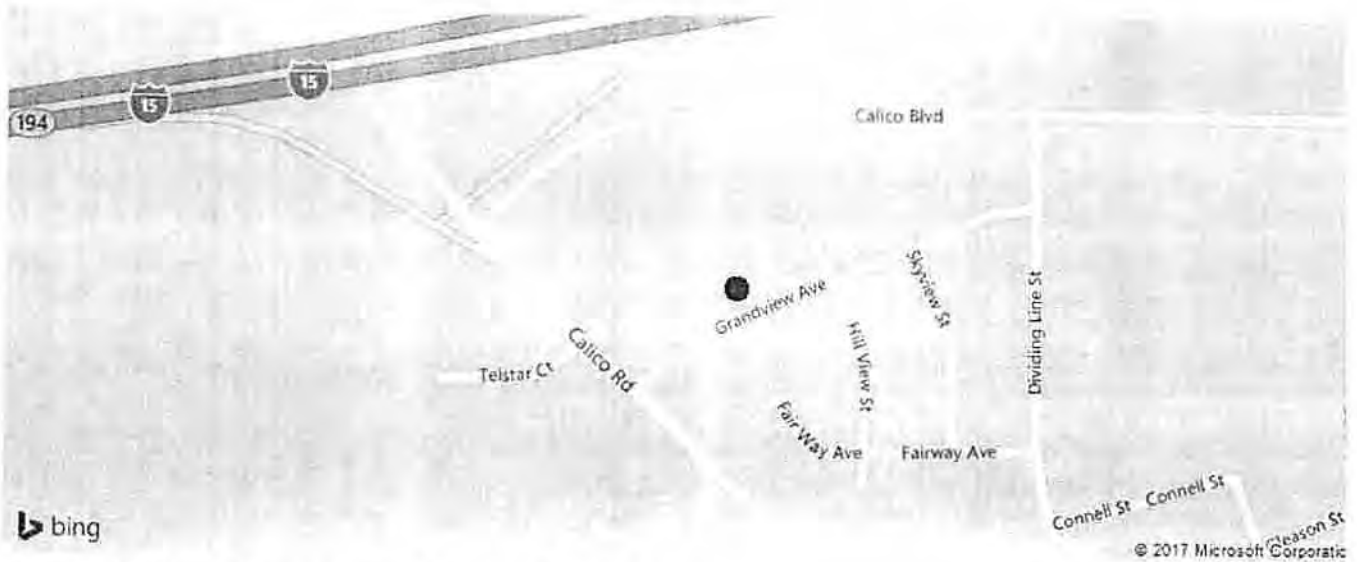
Zestimate®: \$292,960

Est. Refi Payment

\$1,034/mo

City, !

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

City, :

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

| Item            | From    | To     | Amount   |
|-----------------|---------|--------|----------|
| City/Town Taxes | 2/10/17 | 7/1/17 | \$382.08 |
| County Taxes    | 2/10/17 | 3/1/17 | \$15.62  |
| Assessments     | 2/10/17 | 7/6/17 | \$90.04  |
| Sewer           | 2/10/17 | 4/1/17 | \$23.65  |
| Trash           | 2/10/17 | 4/1/17 |          |

Due from Seller at Closing \$15,807.00  
 01 Excess Deposit  
 02 Closing Costs Paid at Closing (I) \$15,503.40  
 03 Existing Loan(s) Assumed or Taken Subject to  
 04 Payoff of First Mortgage Loan  
 05 Payoff of Second Mortgage Loan  
 06 Seller Credit  
 07 Title Insurance Premium Adjustment \$303.60

### Adjustments for Items Unpaid by Seller

| Item            | From | To | Amount |
|-----------------|------|----|--------|
| City/Town Taxes |      |    |        |
| County Taxes    |      |    |        |
| Assessments     |      |    |        |

## CALCULATION

|  |              |
|--|--------------|
| Total Due to Seller at Closing   | \$210,511.59 |
| Total Due from Seller at Closing   | -\$15,807.00 |
| Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller | \$194,704.59 |

## Contact Information

### REAL ESTATE BROKER (B)

Name Black & Cherry Real Estate  
 Address 2421W. Horizon Ridge PKWY Suite 110  
 Henderson NV 89052  
 NV License ID  
 Contact Mark Hillers  
 Contact NV License ID  
 Email thehillerstean@gmail.com  
 Phone (702) 460-4454

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



## 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: Tacl 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   | 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> |
| Proceeds Due Seller                                | 194,704.59        |                   |
| <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

\_\_\_\_\_  
Taci 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     |



CHASE PRIVATE CLIENT

September 01, 2017 through September 29, 2017

Primary Account: 000000446556040

**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>            |
| <b>TOTAL ASSETS</b>           |                 | <b>\$10,433.58</b>               | <b>\$10,871.29</b>            |

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 | WI 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 |



Marj Arena &lt;marja.carycoltpayne@gmail.com&gt;

**Notification of Service for Case: P-17-092512-T, In the Matter of the Trust of: The Christian Family Trust u.a.d. 10/11/16 for filing Inventory - INVY, Envelope Number: 1681923**

1 message

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

Wed, Oct 25, 2017 at 4:44 PM



## Notification of Service

Case Number: P-17-092512-T  
Case Style: In the Matter of the Trust of: The Christian Family Trust u.a.d. 10/11/16  
Envelope Number: 1681923

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

| Filing Details      |   |
|---------------------|---|
| Case Number         | P-17-092512-T   |
| Case Style          | In the Matter of the Trust of: The Christian Family Trust u.a.d. 10/11/16   |
| Date/Time Submitted | 10/25/2017 3:55 PM PST  |
| Filing Type         | Inventory - INVY  |
| Filing Description  | Inventory, Record of Value  |
| Filed By            | Cary Payne  |
| Service Contacts    | Other Service Contacts not associated with a party on the case:<br><br>Marj Arena, Paralegal (marja.carycoltpayne@gmail.com)<br><br>Joseph Powell, Esq. (jpow@rustforth.net)<br><br>Anthony Barney, Esq. (office@anthonybarney.com)<br><br>Zachary Holyoak, Esq. (office@anthonybarney.com) |

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



**CARY COLT PAYNE, CHTD.**

Attorney at Law

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

***EXHIBIT PAGE INTENTIONALLY LEFT BLANK***

**ESTATE PLANNING  
DOCUMENTS**

# **Trust Agreement**

## **OF THE**

## **CHRISTIAN FAMILY TRUST**

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

**Witnesseth:**

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

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

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

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

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

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

#### **ARTICLE 4**

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

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

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

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



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

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

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

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

#### ARTICLE 5

#### DISTRIBUTION OF HOUSEHOLD AND PERSONAL EFFECTS

#### DEATH OF EITHER OR BOTH TRUSTORS

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

*principal  
Sole discretion*



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

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

← (circled) +  
← Sep

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

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

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

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

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



## ARTICLE 7

### TRUSTEE'S DISCRETION ON DISTRIBUTION TO

#### PRIMARY BENEFICIARIES

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

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

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

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

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

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



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

## ARTICLE 8

### PROVISIONS RELATING TO TRUSTEESHIP

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 9**

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

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

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

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

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

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

## ARTICLE 11

### PROTECTION OF AND ACCOUNTING BY TRUSTEES

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

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

ANNUAL

## ARTICLE 12

### EXONERATION OF PERSONS DEALING WITH THE TRUSTEES

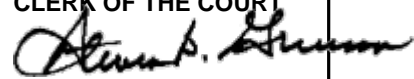
No person dealing with the Trustees shall be obliged to see to the application of any property paid or delivered to them or to inquire into the expediency or propriety of any transaction or the authority of the Trustees to enter into and consummate the same upon such terms as they may deem advisable.

## ARTICLE 13

### HIPAA RELEASE

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





1 **OPPS**  
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 Petitioners

7 **DISTRICT COURT**  
8 **CLARK COUNTY, NEVADA**

9 In the Matter of ) Case No.: P-17-092512-T  
10 ) Dept. No.: S (Probate)  
11 THE CHRISTIAN FAMILY )  
12 TRUST u.a.d. 10/11/16 ) Date: 12/15/17  
13 ) Time: 9:30 AM  
14 ~~~~~ )

13 **PETITIONER'S OPPOSITION TO JOINT COUNTERPETITION TO**  
14 **CONFIRM/BREACH OF FIDUCIARY DUTY, ETC.**  
15 **REQUEST FOR DISCOVERY;**

16 COMES NOW Petitioners, SUSAN CHRISTIAN-PAYNE, ROSEMARY KEACH and  
17 RAYMOND CHRISTIAN, independent co-trustees and beneficiaries of The Christian Family  
18 Trust u.a.d. 10/11/16, by and through their attorney, CARY COLT PAYNE, ESQ., of the  
19 lawfirm of CARY COLT PAYNE, CHTD., hereby submits this Opposition to the  
20 Counterpetition for Jurisdiction/Removal/ Conversion/Fraud Undue Influence/, which is  
21 made and based upon the attached Points and Authorities, Exhibits, pleadings on file to  
22 date, and any oral argument that the Court may allow at the time of the hearing.  
23  
24  
25  
26  
27  
28

CARY COLT PAYNE, CHTD.

700 South Eighth Street  
Las Vegas, Nevada 89101

Tel: 702.383.9010 • Fax 702.383.9049





## POINTS AND AUTHORITIES

### **A. Introduction**

Once again, Nancy Christian ("Nancy") repeats allegations made by her in her Opposition to the Petitioners' Petition for Jurisdiction, which still have not been supported whatsoever by any sort of admissible evidence. Please see the Petitioner's Opposition to Motion to Dismiss filed 9/18/17, previously heard by this court.

Nancy's living in her condo was her sole and voluntary choice. The Petitioners did not "kick her out" or "remove" her from the trust owned property. Her own husband did. She chose to remain in her condo. Not once since the decedent died did any of the Petitioners ever receive a request from Nancy that she wanted to live in the house.

Nancy demanded \$5,000 per month. When the Petitioners, utilizing their sole discretion under the trust asked why she needed that amount, no answer was forthcoming. Instead, she improperly attempts to remove the trustee(s) to one of the manipulators that her husband was wary of, and commences litigation.

Nancy takes no responsibility for her own shortcomings or actions herein. She wants to play victim, and blame her children, when the truth is, her husband did not trust Nancy's son, Monte, and actually took steps to protect Nancy from herself and those surrounding her.

### **B. Sub-Trust- Survivor's Trust**

Petitioner's initial petition requested instructions on whether the trust requires divisions into subtrusts of the initial trust, and Nancy/Monte devote pages on this issue, and is frivolous and without merit. The court has entered its ruling to take jurisdiction of the trust. Nevertheless, the Trust, at paragraph 4.3 infers the survivor's trust, which would indicate the need to create at least a sub-trust.



**C. Allegations of Conversion/Fraud, Etc.**

The Petitioners, have not "converted" any trust funds nor committed any sort of fraud. The Trust also indemnifies the trustee. (Trust at pg 15, par 8.2; pg 24, par 11.1) They followed their father's express intentions, in good faith, in keeping said trust funds safe from their half-brother, Monte, given Nancy's insistence at the time of continuously seeking funds to give to him. Given the language in the trust itself at paragraph 6.1(f) & (g), that Monte's share be distributed at the sole discretion of Susan Christian-Payne, giving credence to the decedent's concerns regarding Monte receiving any funds outright.

Further, allegations of fraud, conversion and/or undue influence (subspecies of fraud), are considered special matters, which must be pled with particularity, pursuant to NRCP 9(b). Simply "repeating" the general allegations of what they think occurred, is insufficient to satisfy Rule 9.

Their references to NRS 112 (page 24) does not apply as it pertains to a creditor. Nancy is not a creditor of the trust.

The Nevada Supreme Court has addressed the issue of "conversion" as it relates intangible and/or tangible personal property, in M.C. Multi Family v. Crestdale, \_\_\_ Nev. \_\_\_, 193 P.3d 536 (2008), wherein it dealt with a contractor's license. The Nevada Supreme Court adopts a three prong test for determining whether a property right exists, to wit: 1. there is an interest capable of precise definition; 2. the interest is capable of exclusive possession or control; 3. the putative owner has established a legitimate claim to exclusivity. (citations omitted)

Neither Nancy nor Monte can meet all three prongs of this test. First, Nancy's purported interest is not capable of a precise definition. Any distribution of income or principal is in the trustee's sole discretion (pg 6, par 4.2 and pg 12, par 7.1). Secondly, neither Nancy nor Monte can gain exclusive possession or control. These assets are



1 trust property, not the beneficiary's or the trustee's personal property. A trustee is a  
2 placeholder or pass-through holding trust assets for a class of people, to wit, the  
3 beneficiaries. Finally, because these are trust assets, which can be traced to Raymond  
4 Christian, Sr.'s separate property accounts, neither of them can claim exclusivity. If the  
5 trust did not have a spendthrift provision (pg 25, par 14.2), Nancy's creditors could make  
6 claims against the trust.  
7

8 Since Nancy has been historically known to tell a large tale or embellish factual  
9 situations with additional information which is not true, it is curious that the allegations  
10 regarding being given sedatives, junk food being fed to decedent, isolation, drunken  
11 rages, etc. Such allegations should be pled with specific dates, times, etc., not just the  
12 words "once" or "Nancy believes". Such allegations are required to be pled with  
13 particularity, pursuant to NRCP 9.  
14

15 Unless and until Nancy and/or her counsel can provide actual admissible evidence  
16 as to these spurious allegations and factual misrepresentations, all they can be  
17 considered are more of Nancy's fantasy and stories, and have no evidentiary value  
18 whatsoever. These are the bases for the allegations and should be dismissed and/or  
19 denied with prejudice.  
20

21 Selling or buying properties. Grantor Raymond Christian, while he was alive, used  
22 his separate property funds to purchase the Bluff Point real property and title it to the  
23 trust. He sought to sell the Dancing Vines property as it was too far away from the  
24 children, Nancy was of no assistance, and needed repair, which could not be done with  
25 them residing in the residence. This was not the petitioner's decision. It was their father's  
26 decision.  
27  
28



1           As to the allegation of "conversion of beneficial interest in some retirement  
2 accounts", while the decedent did have various beneficiary accounts, Nancy was the  
3 beneficiary of only one of those accounts, to wit: Forrester's Insurance, which Nancy  
4 already received. The decedent did not make her the personal beneficiary of any of his  
5 other accounts. In fact the initial beneficiary was Myles Payne. Nancy was well aware of  
6 this as she was in the room with the decedent, Petitioners and attorney Grant when that  
7 discussion was held.  
8

9           Further, Nancy subpoenaed Raymond Jr.'s personal bank accounts to find out what?  
10 That he received a distribution from those beneficial accounts? The institutions would  
11 not have so distributed the funds to beneficiaries unless their paperwork was in order. In  
12 fact, Nancy signed off on the beneficiary form (Nancy Exhibit "S" to counterpetition). If  
13 she did not want to agree, then she should not have signed it at the time. Both she and  
14 her husband were following legal advice voluntarily. If she now, a year later, makes the  
15 statement and she was forced, one cannot be sure of how much influence of those who  
16 now surround her are wielding to make those statements. Finally, if this is an issue it is  
17 not a trust issue, but rather an estate issue. As the court is aware, a party cannot litigate  
18 estate matters in a trust proceeding and vice-versa.  
19

20           So, this allegation is more pure imagination without evidentiary proof that any of  
21 the Petitioners actively performed some specific actions, with specificity or particularity.  
22

23           The Petitioners have always sought to uphold the wishes of their now-dead father  
24 – to protect their mother from the manipulations of others. Unfortunately, all those from  
25 whom she was to be protected from now surround her in spades.  
26  
27  
28



***D. Declarations of Raymond Iokia and Jackie Utkin***

The proffered declaration of Raymond Iokia is manufactured at best, and is not made with the required language for declarations under NRS 53.045. Raymond Iokia resided with Nancy and her son Monte Reason in her 600 ft. condominium. On April 7, 2017 Susan Payne had a phone conversation with her mother, Nancy, wherein she requested that Susan rescue her from her condo because Monte was being abusive.

That same day, Raymond Iokia also left the condo because of the volatile atmosphere; he moved into the Bluff Point residence, a fact which Nancy was fully aware of and had no objections. Raymond Iokia lived at the Bluff Point residence from April-July 2017. He never paid rent or any expenses, he lived off the charity of my Raymond Christian and he benefited from the situation.

Raymond Iokia never met or spoke with the decedent; therefore, he has no basis to state what condition the decedent was in or how well the Petitioners attended to his needs. Further, he was never any witness to anything between the Petitioners and Nancy, as he was never in the same room with Nancy and the Petitioner's together. His declaration recounts statements made in Nancy's court papers, and are false statements as to him being a witness to anything.

As to Jacqueline (Jackie) Utkin, her Declaration is also not made with the required language for declarations under NRS 53.045. She resides in Hawaii, and has never personally witnessed any interaction between the Petitioners and their father. The decedent would often complain that Jackie was a troublemaker, always causing drama between him and Nancy. Her history with the decedent was basically a telephonic one wherein Jackie would continually seek to tell the decedent what to do, to the point of him hanging up on her during the last few weeks before his death. He instructed the Petitioners not to let her through on calls after that. She had always maintained a friendly

1 relationship with Nancy, and her declaration contains statements full of speculation,  
2 presumptions, falsehoods and recounts of Nancy's previous allegations, similar to that of  
3 Raymond Iokia.  
4

5 Neither of these individuals are percipient witnesses, and their statements  
6 prepared to by third parties, attributing Nancy's point of view to the witnesses.

7 It is clear that Nancy/Monte are not being forthright with the court. These  
8 Declarations do not comply with NRS 53.045, and are not from individuals who actually  
9 witnessed anything, and these declarants have committed perjury, and as such,  
10 Nancy/Monte are suborning perjury.  
11

12 ***E. Request Regarding Discovery- Attorney Testimony***

13 Upon information and belief, (Exhibit "A") the drafting attorney, David Grant, Esq.  
14 has apparently been "threatened" by the Barney firm not to speak to anyone regarding the  
15 drafting of the trust agreement, and what occurred with all of his clients at that time,  
16 without a court order. Nancy/Monte and/or their counsel have apparently sought to take  
17 steps to attempt to limit or otherwise intimidate a witness in this manner.  
18

19 It is common for drafting attorneys to become witnesses as to the facts and  
20 circumstances surrounding the drafting and execution of estate planning documents, and  
21 such testimony does not violate any sort of the attorney-client privilege, pursuant to NRS  
22 49.115 et.seq. (see letters- Exhibit "B")  
23

24 Given the new accusations of undue influence, and the reliance upon the trust,  
25 paragraph 9.3 (page 11-counterpetition), which Mr. Grant has previously indicated is a  
26 scrivener's error, David Grant, Esq.'s testimony is now vital regarding the issues in this  
27 matter.  
28





1 It is requested that the court issue an order to compel discovery, Mr. Grant's  
2 deposition, release of information, and testimony at trial, etc. and the imposition of the  
3 inapplicability of the attorney-client privilege.  
4

## 5 6 CONCLUSION

7 Nancy/Monte have no evidentiary basis for the specious allegations made in their  
8 petition. There are perjurious declarations. There are allegations of conversion simply  
9 because a bank account statement shows a large deposit and a beneficiary form which  
10 Nancy voluntarily signed at the time a year ago.  
11

12 The Trust was set up to avoid Nancy Christian to be allowed free use of the  
13 money, as she was historically and through the time the trust was created, susceptible to  
14 the manipulation and influence of others.

15 The Petitioners have not done anything except follow the directions of their father,  
16 who believed Monte Reason was after money, especially when Nancy kept asking him for  
17 money for Monte. It was the reason the trust was set up in the first place, because the  
18 decedent knew that if Nancy or Monte were in control of the money, she would have  
19 nothing left in a very short amount of time.  
20

21 When inquiry was made as to why Nancy wanted \$5,000 per month, when her  
22 personal income was sufficient to pay her bills, which was the Petitioners, in their sole  
23 discretion as trustees, ability to so inquire, the response was to put Monte in charge as a  
24 trustee, ostensibly to be in charge of the money.  
25

26 This indicates the inability of Nancy to make any sound decision, and supports the  
27 Petitioners statements.  
28






1 As requested in the initial petition for instructions, the court should reconfirm the  
2 petitioners as sole co-trustees of the trust, and grant the petition for instructions as to the  
3 distribution of the proceeds of the Dancing Vines sale.  
4

5 It is requested that the court deny the counterpetition, in its entirety, and for such  
6 other and further relief as the court may deem just and equitable.  
7

8 Dated: December 14, 2017  
9

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



## CERTIFICATE OF SERVICE

The undersigned hereby certifies that on December 14, 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:

X **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

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

Joseph Powell, Esq.  
RUSHFORTH, LEE & KIEFER, LLP  
1701 Village Center Circle, Suite 150  
Las Vegas, NV 89134  
*email: joey@rushforth.com*  
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.



**CARY COLT PAYNE, CHTD.**

Attorney at Law

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

*EXHIBIT PAGE INTENTIONALLY LEFT BLANK*

**EXHIBIT "A"**



Marj Arena &lt;marja.carycoltpayne@gmail.com&gt;

---

**Mr. Grant**

1 message

---

**Susan Payne** <paynegirl@aol.com>

Fri, Nov 17, 2017 at 12:39 PM

To: carycoltpaynechtd@yahoo.com, Marj Arena &lt;marja.carycoltpayne@gmail.com&gt;

Good Afternoon,

I spoke to Mr. Grant and he informed me that he received a notice from my mother's attorney and cannot provide anything regarding this matter unless he receives request from the court.

Also, I forgot to send you the monthly Chase account activity for notification to my mother's attorney. There are 3 monthly transactions, 1 each payment for the Bluff Point HOA, approximately \$105, and 1 each Wells Fargo mortgage payment \$312.26. The last transaction is the monthly rent deposit (\$750) for the Yermo, CA property. Please let me know if you need anything else, thanks.

Susan

Sent from my iPhone



**CARY COLT PAYNE, CHTD.**

Attorney at Law

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

*EXHIBIT PAGE INTENTIONALLY LEFT BLANK*

**EXHIBIT "B"**

**CARY COLT PAYNE, CHTD.**  
*Attorneys at Law*

**CARY COLT PAYNE, ESQ.**  
Admitted in Nevada & California

October 13, 2017  
Sent via email: [tiffany@anthonybarney.com](mailto:tiffany@anthonybarney.com)

Tiffany S. Barney, Esq.  
ANTHONY L. BARNEY LTD.  
3317 W. Charleston Blvd., Suite B  
Las Vegas, NV 89102

RE: Christian Family Trust u.a.d. 10/11/16  
Case No.: P-17-092512-T

Dear Ms. Barney:

We note your correspondence of October 6, 2017, with your carefully veiled threats, quoting case law. It is unfortunate that every correspondence received from your firm these days contains some sort of new or enhanced threat. You should be more concerned about the influences over your client, which you apparently do not want to face, given the facts and history of this matter, which we intend to move forward with.

Given those facts, it is my client's position that at the directions of their late father's concerns and in order to protect the trust, trust property, away from any exploitation, the funds in question have been sequestered into a blocked account. It is not conversion as you assert. The only bills that need to be paid are those related to the rental/real property. If your client wants to exercise her right to any support of the net income of the trust estate, please put your request in writing, and I am assured that if it is reasonable the necessary arrangements can be made. We will leave it up to the District Court to decide as to the ultimate distribution, etc.

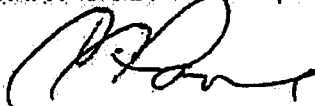
As to your refusals to allow David Grant, Esq. to give any testimony, you may want to review NRS 49.115(2) et seq.

Because your firm has a history of personal attacks, why don't you try and do something positive, like look to constructive approaches to problem resolution. Along those lines, I challenge your firm to research various methods of a problem solving approach, such as collaborative conflict resolution.

Please try to act at least professional.

Sincerely,

**CARY COLT PAYNE, CHTD.**



CARY COLT PAYNE, ESQ.  
CCP/ma  
cc: clients



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**CARY COLT PAYNE, CHTD.**  
*Attorneys at Law*

CARY COLT PAYNE, ESQ.  
Admitted in Nevada & California

September 25, 2017  
Sent via email: [tiffany@anthonybarney.com](mailto:tiffany@anthonybarney.com)

Tiffany S. Barney, Esq.  
ANTHONY L. BARNEY LTD.  
3317 W. Charleston Blvd., Suite B  
Las Vegas, NV 89102

RE: Christian Family Trust u.a.d. 10/11/16  
Case No.: P-17-092512-T

Dear Ms. Barney:

We are in receipt of your correspondence dated September 21, 2017. It appears that your missive contained quite a bit of "busy work" so that you can charge your clients. There is no need for multiple delivery modalities.

Please be advised that this firm does not represent Raymond Christian as it relates to any matters regarding his residence in the home. I am sure his counsel in that regard will be in touch with you.

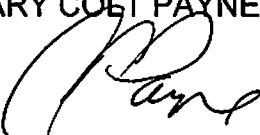
Until the court concludes its hearings and makes a decision, any issue which is in contention before the court should remain status quo. Since my clients have made representations to the court that your client is prevented from reassigning their duties as trustee, we obviously are at an impasse. Until the court decides, there will be no actions on my clients' part, and we expect that your client should cease and desist making this litigation any more morose than it already is. Any further threats, as in your correspondence will be deemed harassment for the purposes of creating further litigation, and treated as such.

We previously informed you that the removal power you are relying upon was an inadvertent inclusion, or scrivener's error. Again, I would think a joint telephone call to David Grant, Esq. might clear up any confusion, and end the litigation. Any failure on your part to not participate in such an issue would definitely be considered bad faith, to not seek the truth of the matter at hand.

As to any accounting, you were provided with all documentation as to what assets were being held, pursuant to your previous requests on May 19, 2017.

Sincerely,

CARY COLT PAYNE, CHTD.

  
CARY COLT PAYNE, ESQ.  
CCP/ma  
cc: clients

