

**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. )  
~~~~~ )

Electronically Filed  
Jan 10 2019 08:07 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

Case No.: 75750

**APPELLANT/CROSS-RESPONDENTS' APPENDIX - VOLUME 8**

*Filed by:*

*/s/ Cary Colt Payne, Esq.*

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CARY COLT PAYNE, ESQ.  
Nevada Bar No.: 4357  
CARY COLT PAYNE, CHTD.  
700 S. Eighth Street  
Las Vegas, NV 89101  
(702) 383-9010  
*carycoltpaynechtd@yahoo.com*

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

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

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

***APPENDIX VOLUME 7a:***

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

***APPENDIX VOLUME 7b:***

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

***APPENDIX VOLUME 8:***

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

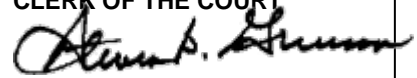
| <i><b>DATE</b></i>                | <i><b>DOCUMENT</b></i>                                                                                                                    | <i><b>NUMBERED</b></i> |
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| <i><b>APPENDIX VOLUME 9:</b></i>  |       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

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

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

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





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*Attorney for Jacqueline Utkin*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

In the Matter of

THE CHRISTIAN FAMILY TRUST

Dated October 11, 2016

Case Number: P-17-092512-T

Dept.: S

**AMENDED NOTICE OF ENTRY OF ORDER**

NOTICE IS HEREBY GIVEN that the Court entered an OMNIBUS ORDER in the above titled action on or about February 5, 2018. A copy of said report is attached hereto and incorporated herein by reference as **Exhibit 1**.

JERIMY KIRSCHNER & ASSOCIATES, PLLC

/s/ Jeremy Kirschner, Esq.  
JERIMY L. KIRSCHNER, ESQ.  
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5550 Painted Mirage Road, Suite 320  
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Telephone: (702) 563-4444  
Fax: (702) 563-4445

**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of Jeremy Kirschner & Associates, PLLC, and on February 6, 2018, I caused a copy of the foregoing Notice of Entry of Order to be served through the electronic court filing system or via first class, US mail, postage prepaid upon the following persons/entities:

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

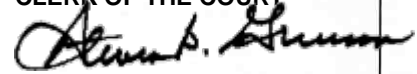
**Joey Powell, Esq.**  
Rushforth, Lee & Kiefer LLP  
1707 Village Center Circle, Suite 150  
Las Vegas, NV 89134  
*Attorney for Monte Reason*

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

**Christopher A. Christian**  
560 W 20<sup>th</sup> St, #12  
San Bernardino, CA 92405

/s/Sarah Mintz  
An Employee of JERIMY KIRSCHNER & ASSOCIATES, PLLC

# EXHIBIT 1



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[jerimy@jkirschnerlaw.com](mailto:jerimy@jkirschnerlaw.com)

*Attorney for Jacqueline Utkin,  
Successor Trustee to the Christen Family Trust  
Dated October 11, 2016*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

In the Matter of the

THE CHRISTIAN FAMILY TRUST

Dated October 11, 2016

Case Number: P-17-092512-T

Dept.: (PC-1) 26

**OMNIBUS ORDER**

This matter having come before this Court on January 17, 2018 ("Hearing"), In the Matter of THE CHRISTIAN FAMILY TRUST Dated October 11, 2016 ("Action"), for the Christian Family Trust Dated October 11, 2016 ("Trust") this Court having reviewed all pending motions, petitions, and oppositions, including:

- (1) MOTION FOR COMPLIANCE WITH AND ENFORCEMENT OF COURT ORDER, AND FOR SANCTIONS RELATING THERETO, FOR ORDER TO SHOW CAUSE WHY FORMER TRUSTEES SHOULD NOT BE HELD IN CONTEMPT, FOR ORDER COMPELLING FORMER TRUSTEES TO ACCOUNT, AND FOR ACCESS TO AND INVESTMENT CONTROL OF TRUST FUNDS BELONGING TO THE CHRISTIAN FAMILY TRUST;
- (2) JOINT PETITION FOR REVIEW OF FORMER TRUSTEES REFUSAL TO PROVIDE PROPER ACCOUNTING; AND

**RECEIVED**

**JAN 26 2018**

**DEPT. S**

1 (3) JOINT OBJECTION TO PETITION TO ASSUME JURISDICTION OF  
2 TRUST; CONFIRM TRUSTEES; INSTRUCTIONS, ETC. AND JOINT  
3 COUNTERPETITION TO ASSUME JURISDICTION IN REM OF THE  
4 TRUST, TO CONFIRM TRUSTEE, TO FIND BREACH OF FIDUCIARY  
5 DUTY, CONVERSION, AND FRAUD AGAINST FORMER TRUSTEES, TO  
6 INVALIDATE ALL TRANSFERS TO THE FORMER TRUSTEES AS THE  
7 PRODUCT OF UNDUE INFLUENCE, TO ORDER THE IMMEDIATE  
8 DELIVERY OF ALL TRUST ASSETS, AND TO IMPOSE A  
9 CONSTRUCTIVE TRUST

10 Cary C. Payne, Esq. having appeared on behalf of Susan Christian Payne, Raymond Christian, and  
11 Rosemary Keach ("Petitioners"); Jerimy Kirschner, Esq. having appeared on behalf of Jacqueline  
12 Utkin, Trustee of The Christian Family Trust Dated October 11, 2016 ("Trustee Utkin"); Joey  
13 Powell, Esq. having appeared on behalf of Monte Brian Reason, beneficiary and trustee to the Nancy  
14 Christian Trust and executor to the Nancy Christian Estate ("Monte"); and Zachary Holyoak, Esq.  
15 having appeared on behalf of creditor Anthony L. Barney, Ltd.; this Court having considered papers  
16 and pleadings on file, the statements of counsel, and for good cause appearing:

17 **IT IS HEREBY FOUND THAT** this Court has jurisdiction over the Trust, which it has  
18 maintained since October 31, 2017.

19 **IT IS HEREBY FOUND THAT** this Petitioners previously filed an Inventory and an  
20 Accounting, however the other interested parties to this action are asking for substantiation of the  
21 information in that Inventory and Accounting.

22 **IT IS HEREBY ORDERED THAT** within 45 days, Petitioners must provide an Accounting  
23 from the moment they became trustees on October 11, 2016 until they ceased all trustee functions or  
24 were removed by the Settlor Nancy Christian ("Nancy"), whichever is later.

25 **IT IS FURTHER ORDERED THAT** Petitioners' Accounting shall include, but is not  
26 limited to, all information related to California real property or other properly located anywhere  
27 elsewhere.

28 **IT IS FURTHER ORDERED THAT** Petitioners Accounting must provide substantiating  
documents, including but not limited to bank statements, checks, and receipts.

**IT IS FURTHER ORDERED THAT** after Petitioner's Accounting is completed and  
presented, Monte shall have fifteen (15) days to provide an Accounting covering his time as Trustee

1 which includes substantiating documents, including but not limited to bank statements, checks, and  
2 receipts.

3 **IT IS FURTHER ORDERED THAT** Cary C. Payne, Esq. ("Mr. Payne") shall place any  
4 and all funds held in his IOLTA account on behalf of the Trust into a separate, blocked, interest  
5 bearing account in the name of the Trust and under Trust EIN within seven (7) business days of this  
6 hearing, except that five thousand dollars (\$5,000.00) shall be turned over to Trustee Utkin for use in  
7 preserving any real property asset of the Trust.

8 **IT IS FURTHER ORDERED THAT** Mr. Payne shall provide notice of the placement in the  
9 blocked to all other parties, including proof of funds and account number.

10 **IT IS FURTHER ORDERED THAT** Trustee Utkin is responsible for the funds turned over  
11 to her and will be made to provide an Accounting for those funds, including but not limited to bank  
12 statements, checks, and receipts.

13 **IT IS FURTHER ORDERED THAT** any sale of the real property must be halted pursuant  
14 to the October 31, 2017 order from this Court freezing activity relating to Trust assets ("Freeze  
15 Order").

16 **IT IS FURTHER ORDERED THAT** discovery in this matter is open and the parties have  
17 ninety (90) days to conduct said discovery.

18 **IT IS FURTHER ORDERED THAT** any request for attorney fees be filed as a request from  
19 this Court for payment.

20 **IT IS SO ORDERED.**

21 DATED this 30 day of Jan, 2018

22  
23  
24   
25 **DISTRICT COURT JUDGE VINCENT OCHOA** *vre*

26 Respectfully Submitted by

VINCENT OCHOA

27 DATED this 18<sup>th</sup> day of January, 2018.

1 JERIMY KIRSCHNER & ASSOCIATES, PLLC

2 /s/ Jerimy L. Kirschner, Esq.

JERIMY L. KIRSCHNER, ESQ.

3 Nevada Bar No. 12012

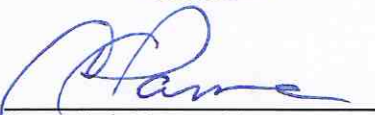
4 5550 Painted Mirage Rd., Suite 320

Las Vegas, NV 89149

5 *Attorney for Jacqueline Utkin, Successor Trustee*

**APPROVE/DISAPPROVE**

6 CARY COLT PAYNE, CHTD. *See grand, etc/minutes*

7 

8 Cary Colt Payne, Esq.

9 Cary Colt Payne, Chtd.

10 700 S. 8th St.

Las Vegas, NV 89101

11 *Attorney for Susan Christian-Payne,*

*Rosemary Keach and Raymond Christian, Jr.*

12 **APPROVE/DISAPPROVE**

13 RUSHFORTH, LEE & KIEFER LLP

14 /s/ Joey Powell, Esq.

15 Joey Powell, Esq.

16 1707 Village Center Circle, Suite 150

Las Vegas, NV 89134

17 *Attorney for Monte Brian Reason, Beneficiary to Trust; and*

*Trustee to the Nancy Christian Trust; and*

18 *Executor to the Nancy Christian Estate*

19 **APPROVE/DISAPPROVE**

20 ANTHONY L. BARNEY, LTD.

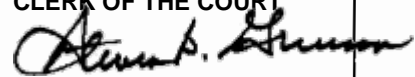
21 /s/ Zachary Holyoak, Esq.

22 Zachary Holyoak, Esq.

23 3317 W. Charleston Blvd., Suite B

Las Vegas, NV 89102-1835

24 *Attorney for Creditor Anthony L. Barney, Ltd.*



1 ANTHONY L. BARNEY, ESQ.  
NV State Bar No. 8366  
2 TIFFANY S. BARNEY, ESQ.  
NV State Bar No. 9754  
3 ZACHARY D. HOLYOAK, ESQ.  
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6 Telephone: (702) 438-7878  
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8 E-Mail: office@anthonybarney.com  
9 *Prior Attorneys for Nancy Christian,  
Creditors of The Christian Family Trust*

10 **EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 In the Matter of the

Case Number: P-17-092512-T

13 THE CHRISTIAN FAMILY TRUST

Dept.: S

14 Dated October 11, 2016

15 **PETITION FOR FEES AND COSTS**

16  
17 Anthony L. Barney, Ltd., creditor of The Christian Family Trust dated October 11, 2016  
18 ("Trust"), who were the attorneys for the late Nancy Christian ("Nancy" or "Trustor"), hereby  
19 files their petition for fees and costs pursuant to the terms of the Trust. This Petition is based  
20 upon the pleadings and papers on file herein, the memorandum of points and authorities and  
21 exhibits attached hereto, and any oral arguments presented at the time of the hearing.  
22

23 Dated this 8<sup>th</sup> day of February 2018.

24 RESPECTFULLY SUBMITTED.



25 TIFFANY S. BARNEY, ESQ.  
26 3317 W. Charleston Blvd., Suite B  
27 Las Vegas, Nevada 89102-1835  
28 Telephone: (702) 438-7878  
office@anthonybarney.com  
*Creditors of The Christian Family Trust*



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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. Facts Presented:**

**A. Nancy's legitimate requests and intentions as Trustor of the Christian Family Trust.**

In February 2017, Nancy Christian came to the law office of Anthony L. Barney, Ltd., regarding some issues she was having with her children, Susan Christian-Payne ("Susan"), Raymond Christian, Jr. ("Raymond Jr."), and Rosemary Keach ("Rosemary") (collectively referred to as the "Former Trustees"), who essentially forced their way back into Nancy and her husband's life in 2016 after being estranged from Nancy and her husband, Raymond T. Christian ("Raymond Sr.") for several years. The Former Trustees began keeping watch over Raymond Sr. and Nancy and their finances. Shortly thereafter in October 2016, they caused the Trust to be drafted without review by Nancy of any drafts prior to its execution. By their own admission, they sat at the table and negotiated the terms of the Trust on behalf of the Trustors, Nancy and Raymond Sr.<sup>1</sup> Then, the Former Trustees began their scheme to keep Nancy away from her own money.

Immediately after execution of the Trust, the Former Trustees started moving money from the Trustor's bank accounts, selling and buying properties, changing beneficiary designations to themselves on retirement accounts, and taking lavish vacations to California with trust funds to the exclusion of Nancy. From the time the Trust was executed in October 2016 until her passing in December 2017, Nancy Christian did not receive even one penny from the Trust.

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<sup>1</sup> See Video Transcript of October 19, 2017 hearing at 2:33 p.m.

1           The Former Trustees' mistreatment of Nancy escalated after the Trust was created. The  
2 following facts have all been verified by Nancy Christian before her passing in her Joint  
3 Objection and Joint Counterpetition filed on November 13, 2017 with this Court. Two  
4 disinterested witnesses at the time also came forward to verify Nancy's version of the events  
5 that occurred in the treatment she received by the Former Trustees and how she was thrown out  
6 of her own home by Raymond Christian, Jr.<sup>2</sup> For example, on one occasion, Nancy was  
7 suffering from chest pains and she attempted to call 911. One of the Former Trustees snatched  
8 the phone out of her hand, yelled at Nancy, and gave Nancy a pill that made her sleep all day.  
9 Under the guard of the Former Trustees, Nancy's prescription medication for diabetes, heart  
10 problems, and high blood pressure went unfilled for two months.  
11

12           In a drunken rage, the Former Trustees kicked Nancy out of the home on Christmas Eve  
13 because Nancy, being diabetic, refused to eat the pasta ordered by the Former Trustees for her.  
14 Raymond Sr., eventually persuaded the Former Trustees to let Nancy return to be with him.  
15 However, again on January 16, 2017 the Former Trustees kicked Nancy out of the home  
16 because she requested oatmeal for breakfast instead of the unhealthy food the Former Trustees  
17 were forcing on her. While throwing Nancy and her belongings out of the home, Raymond Jr.  
18 told Nancy, "I hope I never see your face again! I hope you die and I will piss on your grave."  
19 Raymond Jr. moved into the trust-owned property and would not leave until Nancy filed a  
20 Justice Court action to obtain possession of the Trust owned property.<sup>3</sup> Their actions were  
21 against the terms of the Trust as discussed further below.  
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28 <sup>2</sup> See Declaration of Jackie Utkin and Raymond Iokia attached as Exhibit A and B to the Joint Objection and Joint Counterpetition filed on November 13, 2017.

<sup>3</sup> See Justice Court Case # 17C-023096.

1           Shortly before Raymond Sr.'s death on January 31, 2017, the Former Trustees guarded  
2 Raymond in shifts and communication from outside friends and family was halted. According  
3 to the information Nancy was provided by Raymond Sr., the Former Trustees fed Raymond Sr.  
4 junk food continuously, against doctor's orders, especially considering he was a diabetic. The  
5 Former Trustees also attempted to prevent Nancy from ever seeing or speaking to Raymond Sr.  
6 again. However, on one occasion about a week prior to Raymond Sr.'s death, Nancy was able  
7 to speak to him by phone because a hospice nurse allowed him to call her. During this phone  
8 call, Raymond Sr. expressed his fear of the Former Trustees and indicated that his bank account  
9 had been emptied. Nancy told Raymond Sr. to leave and move in with her to her condo,  
10 however, Nancy could hear the Former Trustees enter the room and the phone was abruptly  
11 hung up. This telephone call was the last contact Nancy had with her husband before he passed  
12 away. The Former Trustees informed Nancy by text message that Raymond passed away and  
13 they did not include Nancy in any funeral arrangements for Raymond Sr.  
14

15  
16           After Nancy recovered from the effects of the mental, physical, and emotional abuse she  
17 suffered at the hands of the Former Trustees, she retained Anthony L. Barney, Ltd., to  
18 investigate the matter and work on a solution in February 2017. When Nancy's request for  
19 distributions was ignored, Nancy exercised her right to change her trustees to enable her to  
20 obtain the funds that she needed for her Trust. Not only did the Former Trustees fail to provide  
21 Nancy with any distributions from the Trust, but they removed the trust funds from a Trust  
22 account to their attorney's IOLTA account, to prevent the new trustee from being able to access  
23 the funds on behalf of Nancy. The Former Trustees desired to increase their beneficial interest  
24 at the death of Nancy (without having provided her with any distributions from her own Trust),  
25 violating their fiduciary duty of loyalty to the Trust and Trustor.  
26  
27  
28

1 Again, until her death, the Former Trustees did not provide Nancy with even a penny of  
2 the trust funds, although the purpose of the Trust was to provide for the Trustors (which  
3 included Nancy), maintain them or the Survivor of them in their trust-owned property and,  
4 additionally, after the death of one of them, the Trust was also to provide for the Survivor's  
5 health, education, maintenance and support.<sup>4</sup> No health, education, maintenance and support  
6 was provided to Nancy by the Former Trustees from the time the Trust was created until her  
7 death. The Former Trustees actively prevented the Successor Trustee from being able to further  
8 the terms of the Trust by wrongfully withdrawing Trust funds without authority and placing it  
9 into their attorney's IOLTA account without court authority. The Court froze the money so that  
10 Nancy could not have access to it during her life and she eventually died in a two-bedroom  
11 condo barely making ends meet in the inner city rather than her large, spacious home in  
12 Summerlin.  
13

14  
15 Unlike the Former Trustees misrepresentations, the 600-square foot condo has a  
16 mortgage on it and is certainly not the same custom and style to which the Trustors were  
17 accustomed during their lifetime as required by the Trust.<sup>5</sup> Nancy had monthly expenses  
18 beyond basic needs, including medical expenses for her heart condition, diabetes, and high  
19 blood pressure. Furthermore, Nancy was forced to hire an attorney to protect her from the  
20 malicious behavior of the Former Trustees.  
21  
22

23 Notably, the Former Trustees did not have discretion to throw Nancy out of the Trust-  
24 owned property or force her to live in a two-bedroom condo until she died. The Trust provided  
25 the following:  
26  
27

28 <sup>4</sup> See Sections 3.1 and 4.3 of the Trust attached hereto and incorporated herein as Exhibit 1.

<sup>5</sup> See Section 3.1 of Exhibit 1 and Picture of Nancy's condo v. the Trust-owned residence which is attached hereto and incorporated herein as Exhibit 2.

1       **4.4 Use of Residence.** Until the Survivor's death, the Trustee shall allow the  
2       Survivor to occupy and use any residence used by either or both Trustors as a  
3       residence at the time of the Decedent's death. The Trustee shall, at the direction of  
4       the Survivor, sell any such residence, and if the Survivor so directs, use the  
5       proceeds therefrom to purchase or build another residence for the Survivor. The  
6       Survivor shall not be required to pay rent or account for the use of any residence.<sup>6</sup>

7       Because of the Former Trustees actions, Nancy's finances were tied up in this Court and frozen,  
8       which did not allow Nancy access to her funds in the Trust to enjoy her remaining months of  
9       life.

10       Before Nancy's death, the Former Trustees requested that they receive distributions  
11       under the Trust, when there is no distribution authorized under the terms of the Trust to any  
12       person other than Nancy until after her death.<sup>7</sup> This was further proof of their breach of the duty  
13       of loyalty to the Trust. Simply put, the Former Trustees did not intent to provide Nancy with  
14       any of her money, which was a violation of their duty of loyalty and, frankly, inhumane to their  
15       own mother.

16       During the court hearing before the honorable Judge Vincent Ochoa, Mr. Payne  
17       represented that his clients "sat at the table and negotiated the terms of the Trust."<sup>8</sup> Therefore, it  
18       is clear that the three Former Trustees are subject to the presumption of undue influence by  
19       dictating the Trust terms. Furthermore, Nancy's understanding of the Trust was vastly different  
20       than how the Trust terms that were eventually effectuated through the Former Clients  
21       negotiations with the trust attorney. Because of the Former Trustees sole interest in obtaining  
22       the Trust funds and did not care how they did it, their conduct detrimentally affected Nancy  
23       until she passed away. Nancy's actions were to further the intent of the Trust, but she was,

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27       <sup>6</sup> See Exhibit 1 with relevant excerpts of the Trust.

28       <sup>7</sup> See Exhibit 1, Section 6.1 of the Trust which the Former Trustees have alleged authorizes their requested  
distribution to themselves, indicating that distributions be made "[u]pon the death of both Trustors."

<sup>8</sup> See Video Transcript of October 19, 2017 hearing at 2:33 p.m.

1 unfortunately, prevented from enjoying Trust funds because of the Former Trustees' breaches of  
2 fiduciary duty to her.

3 *B. Anthony L. Barney, Ltd.'s work on Nancy's behalf to further the intent of the Trust*

4  
5 The law office of Anthony L. Barney, Ltd., was retained to obtain Nancy's help in  
6 getting her a home and a life in which she had grown accustomed to living. Based upon the  
7 Former Trustees' abusive treatment, Nancy chose to exercise her rights under the Trust to  
8 change Trustees pursuant to Article 9.3, which gives her this absolute power.<sup>9</sup> Anthony L.  
9 Barney, Ltd., drafted the Modification and Designation of Trustee and Successor Trustee in  
10 accordance with Nancy's request.<sup>10</sup> Nancy's action to replace the Former Trustees was then  
11 reviewed by an independent attorney, Sean Tanko, Esq., who also serves as the Probate  
12 Commissioner Pro Tem. Mr. Tanko provided a certificate of independent review pursuant to  
13 NRS 155.0975 wherein he certified that the action was not the product of fraud, duress, or  
14 undue influence.<sup>11</sup> This written instrument replacing the Former was provided to the Former  
15 Trustees on June 13, 2017.<sup>12</sup>

16  
17  
18 At that point, Anthony L. Barney, Ltd., was in contact with retained counsel for the  
19 Former Trustees. The law office of Anthony L. Barney, Ltd., sent extensive correspondence  
20 requesting the Former Trustees safeguard and deliver trust funds to the new trustee. On June  
21 13, 2017, after the Former Trustees refused to provide Nancy with any Trust funds, Nancy,  
22

23  
24 <sup>9</sup> See Exhibit A of the Former Trustees' Petition filed July 31, 2017 at section 9.3 stating in part; "After the Death  
25 of the first Trustor to die, the surviving Trustor shall have the power to change the Trustee or Successor Trustee of  
26 the Trust by an instrument in writing signed by the surviving Trustor and delivered to the Trustee." Notably, there  
is no limitation on this power and there is no language in the Trust which prevents Nancy from changing the  
Trustee of the Trust.

27 <sup>10</sup> See Modification and Designation of Trustee and Successor Trustee attached and incorporated as Exhibit G to  
Joint Objection and Joint Counterpetition filed on November 13, 2017.

28 <sup>11</sup> See Certificate of Independent Review attached as Exhibit H to Joint Objection and Joint Counterpetition filed on  
November 13, 2017.

<sup>12</sup> See Letter dated June 13, 2017 with Modification and Designation of Trustee and Successor Trustee attached as  
Exhibit C to Nancy's Motion to Dismiss filed on August 17, 2017.

1 through counsel, informed the Former Trustees they had been removed as trustees on June 12,  
2 2017 pursuant to the clear language of the Trust.<sup>13</sup> Through counsel, Nancy further requested  
3 the Trust funds be safeguarded and transferred to the new trustee.<sup>14</sup> The Modification and  
4 Designation of Trustee and Successor Trustee was attached to the June 13<sup>th</sup> Letter.<sup>15</sup> To certify  
5 that the Modification and Designation of Trustee and Successor Trustee was procured without  
6 undue influence, duress or menace, Nancy went to another attorney who provided her with a  
7 Certificate of Independent Review pursuant to NRS 155.097.<sup>16</sup>  
8

9  
10 Then, on June 21, 2017, Nancy's counsel followed up with an electronic email to alert  
11 Mr. Payne and the Former Trustees of the attorney for the new trustee, Monte Reason ("Mr.  
12 Reason") and to safeguard the trust assets until the Certificate of Incumbency was provided.<sup>17</sup>  
13 On June 27, 2017, Joseph Powell, Esq., counsel for Mr. Reason, provided Mr. Payne with a  
14 certificate of incumbency indicating that Monte Reason had been appointed as Trustee.<sup>18</sup>  
15

16 After the Former Trustees removed \$267,902.53 from the Trust bank account on June  
17 30, 2017, despite the fact that they had been given explicit notice of their lack of authority to act  
18 on behalf of the Trust<sup>19</sup>, Nancy's counsel again requested the trust funds be delivered to the new  
19 trustee.<sup>20</sup> During this time, the law office of Anthony L. Barney, Ltd., was engaged in  
20 obtaining numerous documents from the various financial institutions to determine where trust  
21

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22  
23 <sup>13</sup> *Id.*

24 <sup>14</sup> *Id.*

25 <sup>15</sup> See Attachment 1 to Exhibit C attached to Nancy's Motion to Dismiss filed on August 17, 2017.

26 <sup>16</sup> See Certificate of Independent Review attached as Exhibit H to Joint Objection and Joint Counterpetition filed on  
27 November 13, 2017.

28 <sup>17</sup> See Email dated June 21, 2017 from Tiffany S. Barney, Esq., to Cary Colt Payne, Esq., attached as Exhibit B to  
Nancy's Reply to Opposition to her Motion to Dismiss filed on October 4, 2017.

<sup>18</sup> See Letter to Cary Colt Payne from Joseph J. Powell, Esq., dated June 27, 2017 attached as Exhibit C to Nancy's  
Reply to Opposition to her Motion to Dismiss filed on October 4, 2017.

<sup>19</sup> See Bank Statement for Chase Bank Account attached as Exhibit L to Joint Objection and Joint Counterpetition  
filed on November 13, 2017 and Withdrawal Receipt attached as Exhibit P to Joint Objection and Joint  
Counterpetition filed on November 13, 2017.

1 funds were located and how much had been removed by the Former Trustees. It also obtained  
2 proof that the beneficiary designations had been changed without Nancy's knowledge of its  
3 effect.  
4

5 Again, on October 6, 2017, Nancy's counsel requested that the Former Trustees provide  
6 the trust funds to the new trustee at which time the Former Trustees were also put on notice that  
7 any use of the funds would be deemed conversion and any transfers deemed fraudulent. The  
8 Former Trustees ignored any and all requests by Nancy, through her counsel, to deliver the  
9 Trust funds to the successor trustee who is the rightful custodian of the Trust funds.<sup>21</sup> Despite a  
10 court order to freeze the funds or place the funds in a frozen account, Mr. Payne and/or the  
11 Former Trustees refused to do so, despite numerous requests, until they were forced to do so by  
12 a second court order.<sup>22</sup> Furthermore, Nancy's counsel had to attend court hearings on behalf of  
13 Nancy in her attempt to simply obtain distributions from her own Trust.  
14

15 Anthony L. Barney, Ltd. ("ALB, Ltd."), before Nancy's passing, performed extensive  
16 work on behalf of Nancy according to her stated wishes. As Trustor of the Trust, ALB, Ltd.,  
17 sought relief based upon Nancy's requests and in conjunction with the terms of the Trust. The  
18 work that was performed was also done in accordance with the *Brunzell* Factors and the costs  
19 were actually incurred pursuant to *Cadle*. Most importantly, the Trust's very terms allow for the  
20 payment of Nancy's debts. Therefore, the law office of Anthony L. Barney, Ltd., respectfully  
21 requests that its fees and costs be paid from the Trust to ALB, Ltd., because it is Nancy's debt.  
22 As such, ALB, Ltd., requests this Court unfreeze Nancy's assets in the amount of \$62,105.64  
23 and order that they be paid from the blocked account.  
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<sup>20</sup> See Letter from Tiffany S. Barney, Esq., to Cary Colt Payne, Esq., dated September 21, 2017, attached as Exhibit M to Joint Objection and Joint Counterpetition filed on November 13, 2017.



1 **C. Legal Authority and Argument**

2 **A. The terms of the Trust allow for ALB, Ltd., to be paid from the Trust.**

3 The Trust states in pertinent part:

4 **4.2 Payment of Debts.** After the death of the Decedent, the Trustee may, in the  
5 Trustee's sole discretion, pay from the income and/or principal of the Decedent's  
6 separate property and Decedent's one-half of the community property, which is a  
7 part of this Trust estate, the administrative expenses, the expenses of the last  
8 illness and funeral of the Decedent and any debt owed by the Decedent.<sup>23</sup>

9 Herein, Nancy has debts that the Trust authorizes to be paid if the Trustee authorizes the  
10 same. The Trustees have already approved the payment of debts from the Trust. Monte  
11 Reason, prior to his resignation approved the payment of fees. See Letter from Joseph J.  
12 Powell, Esq., attached hereto and incorporated herein as Exhibit 2 Jacqueline Utkin has also  
13 approved the payment of fees. See Email Letter from Jerimy L. Kirschner, Esq., attached hereto  
14 and incorporated herein as Exhibit 3.

15 Because the Trust's terms allow the payment of Nancy's debts by the Trust, ALB, Ltd.,  
16 is entitled to be paid in the amount of \$62,105.64. These fees and costs were incurred by the  
17 Decedent in furtherance of the Trustor's and the Trust's intent and its terms.

18 **B. ALB, Ltd.'s creditor's claim is valid against the Trust.**

19 Additionally, ALB, Ltd., has a creditor's claim against the Trust for which it seeks to be  
20 paid. ALB, Ltd.'s fees and costs that were expended on Nancy's behalf are administrative  
21 expenses for the trust. See Section 4.2 above. Such fees and costs would have been paid as  
22 administrative expenses if the Former Trustees had not sequestered the funds wrongfully away  
23 from the Successor Trustee, Monte Reason and now from Jacqueline Utkin, acting Trustee.  
24  
25  
26

27 <sup>21</sup> Mr. Cary Payne alerted the Court that \$428,828.93 of the trust funds were located in his "Client Trust Account"  
28 See Page 2 of Inventory filed on October 25, 2017.

<sup>22</sup> See Pg. 7, lines 11-15 of Decision filed on October 31, 2017 and Order from January 17<sup>th</sup> Hearing.

<sup>23</sup> See Exhibit 1 excerpt.

1 Furthermore, these fees and costs were contemplated (again, see Section 4.2 of the Trust  
2 above) and not eliminated by the Trust's terms or its spendthrift provision. The spendthrift  
3 provision creates the applicable exception and dictates:

4  
5 **14.2 Spendthrift Provision.** No interest in the principal or income of any trust  
6 created under this Trust Instrument shall be anticipated, assigned, encumbered or  
7 subjected to creditors' claims or legal process before actual receipt by a beneficiary.  
8 **This provision shall not apply to a Trustor's interest in the Trust estate.** The  
9 income and principal of this Trust shall be paid over to the beneficiary at the time  
and in the manner provided by the terms of this Trust, and not upon any written or  
oral order, nor upon any assignment or transfer by the beneficiary, nor by operation  
of law.<sup>24</sup>

10 Furthermore, NRS 164.065(3) allows for "[a] person having a claim, due or to become  
11 due, **against a settlor or the trust**" to file a claim (emphasis added). Herein, the attorney fees  
12 and costs are Nancy's debt and the spendthrift provision does not apply to the Trustor's  
13 creditors (Nancy's creditors).  
14

15 Of course, the Former Trustees, as they have since the inception of this matter, will  
16 wrongfully allege that the Trust property was solely Raymond Sr.'s property and not Nancy's  
17 property; however, this is without basis in fact. For just one example, the Dancing Vines  
18 property was held in joint tenancy between Nancy and Raymond Sr., before the Former Trustees  
19 sold it to buy the 2848 Bluffpoint Dr. property. Based on this one simple example, the Former  
20 Trustees simply cannot claim that Nancy had no assets in the Trust, given the language of the  
21 Trust's preamble which reiterates:  
22

23 The property comprising the original Trust estate, during the joint lives of the  
24 Trustors, shall retain its character as their community property or separate property,  
25 as designated on the document of transfer or conveyance. Property subsequently  
26 received by the Trustees during the joint lives of the Trustors shall have the  
27 separate or community character designated on the document of transfer or  
conveyance.<sup>25</sup>

28  
<sup>24</sup> See Exhibit 1 excerpt.

<sup>25</sup> See Exhibit 1 excerpt.

1 The trust assets therefore retain their community property since that was the character of the  
2 property before it was put into trust. In other words, the Bluff Point property is community  
3 property because the Dancing Vines property, which was community property, was sold to buy  
4 the Bluff Point property, and, therefore, would retain its community character.

6 It should also be noted that there are claims of undue influence that have been raised  
7 against the Former Trustees given the fact that they “sat at the table and negotiated the terms of  
8 the Trust” – a Trust which was not their trust. Unless the Former Trustees are able to rebut the  
9 presumption of undue influence, the distribution to Nancy’s estate will increase and the two  
10 disabled children (that were excluded from the Trust by the Former Trustees) will become  
11 beneficiaries.<sup>26</sup> Therefore, the Former Trustees claim that they are entitled to distribution of  
12 “Raymond Sr.’s funds” is premature at best.

14 In summary, the Trust terms provide for ALB, Ltd., to be paid from the funds of the  
15 Trust to pay Nancy’s debts. Nancy’s debts are not subject to the spendthrift provision and  
16 Nancy has community and/or separate property within the trust. Creditor’s claims against the  
17 settlor (Nancy) or the trust can be brought against the Trust, and, herein, the Trustees have  
18 already authorized and approved this payment. Therefore, ALB, Ltd., should be paid its fees  
19 and costs in the amount of \$62,105.64 pursuant to the terms of the Trust.

22 C. ALB, Ltd., meets all four Brunzell factors and is entitled to be paid their fees.

23 Despite the trust terms allowing for the payment, this Court requested that ALB, Ltd.,  
24 petition for its fees and costs. As such, ALB, Ltd., brings its petition and additionally brings to  
25 light the fact that ALB, Ltd., meets the *Brunzell* factors and their fees comport with Cadle (see  
26 argument in Section D below) to be paid from the Trust.

---

28 <sup>26</sup> See Section 6.4 Last Resort of Trust in Exhibit 1.

1 All attorneys at ALB, Ltd., have rendered their services in accordance with the four  
2 factors in *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (Nev. 1969) as  
3 follows. First, as to the qualities of the advocate, the attorneys at the law office of Anthony L.  
4 Barney, Esq., namely Anthony L. Barney, Esq., Tiffany S. Barney, Esq., and Zachary D.  
5 Holyoak are in good standing with the Nevada State Bar and collectively have a vast amount of  
6 experience in probate and trust matters, including litigation matters regarding trusts. They  
7 performed the work that is in the attorney billing statements attached hereto and incorporated  
8 herein as Exhibit 4 (the attorney billings are attached as Attachment 1 on the request to the  
9 acting Trustee which is being provided as Exhibit 4).  
10  
11

12 Second, as to the character and difficulty of the work performed, this case was complex  
13 and required much work since it involved breaches of fiduciary duties by Former Trustees,  
14 attempting to protect trust assets, litigating the trust matters, obtaining possession of trust assets,  
15 obtaining compliance with court orders from opposing counsel (i.e. getting the trust funds put  
16 into a frozen account), and complying with the terms of the Trust. Nancy was required to  
17 exercise certain rights under her Trust to attempt to further the purpose and terms of her own  
18 Trust, protecting trust assets from the Former Trustees' wrongful taking of trust assets,  
19 obtaining possession of court-owned property, filing claims against the Former Trustees who  
20 not only engaged in undue influence but also breached their fiduciary duties to the trust, filing  
21 court documents and attending court hearings. This case also required discovery and subpoenas  
22 to different financial institutions to obtain numerous documents and determine the extent to  
23 which the Former Trustees' had obtained Trust money, changed trust beneficiaries, etc. It also  
24 required numerous letters and correspondence between all of the parties involved, bank  
25 personnel, the life insurance companies, the prior trust attorney and other witnesses. This case  
26  
27  
28

1 required a large amount of work and preparation for Nancy as she attempted to fulfill the  
2 purpose of her own Trust and ALB, Ltd., sought to fulfill her wishes.

3 Third, as to the work actually performed, the law office of Anthony L. Barney, Ltd.,  
4 performed all the work that was required to be performed as discussed above. The billing  
5 statements attached hereto and incorporated herein as Exhibit 4 represent the reasonable work  
6 that was performed to comply with the terms of the Trust and pursue Nancy's desires and  
7 wishes. Any redactions of the billing statements are to preserve attorney-client privilege.  
8

9 Fourth, as to the result obtained, the law office of Anthony L. Barney, Ltd., was  
10 successful at furthering Nancy's wishes in changing her trustee, creating her own trust, making  
11 a request for distributions, obtaining documents to show Former Trustees' taking of Trust  
12 property and changing beneficiaries, obtaining possession of the Trust-owned property which  
13 Raymond Jr., would not relinquish (namely, 2848 Bluffpoint Dr. Las Vegas, NV 89134), and  
14 other requests. Her current claims are presently before this Court and are now owned by her  
15 estate. ALB, Ltd., successfully executed Nancy's wishes as she requested.  
16

17 ALB, Ltd., has met all factors of Brunzell. Therefore, not only are they entitled to their  
18 fees pursuant to the terms of the Trust, they are entitled to their fees pursuant to Nevada case  
19 law.  
20

21 D. ALB, Ltd., has met the requirements for Cadle and is entitled to be paid their costs.  
22

23 In *Cadle Co. v. Woods & Erickson, LLP*, 345 P.3d 1049, 1051, 2015 Nev. LEXIS 19, \*1,  
24 131 Nev. Adv. Rep. 15, the Nevada Supreme Court requires that costs be reasonable, necessary  
25 and actually incurred in a case. ALB, Ltd., hereby submits a Memorandum of Costs and  
26 Disbursements which show the costs that were actually incurred in this matter in the amount of  
27 \$3,031.97 up to January 25, 2018 (which were approved by both trustees), and has been  
28

1 attached hereto and incorporated herein as Exhibit 5. These costs are also evidence in the  
2 billing statements attached as Exhibit 4.

3 The law office of ALB, Ltd., has actually incurred costs under *Cadle*. Thus, ALB Ltd.,  
4 is entitled to be awarded its costs.  
5

6 **D. Conclusion:**

7 Based on the foregoing points and authorities, ALB, Ltd., respectfully requests the Court  
8 to grant the following:

- 9 A. Find that the Trust terms allow for the payment of ALB, Ltd.;
- 10 B. Find that ALB, Ltd., is a creditor of the settlor and the trust and that Nancy has  
11 community property with the Trust;
- 12 C. Find that the Trustee allowed the claims of attorney fees to ALB, Ltd.;
- 13 D. Find that ALB, Ltd., meets the four *Brunzell* factors and their attorney fees were  
14 reasonable;
- 15 E. Find that ALB, Ltd., actually incurred the costs pursuant to *Cadle* as outlined in the  
16 Memorandum of Costs and Disbursements;
- 17 F. Order that the Trust pay \$62,105.64 in attorney fees and costs to ALB, Ltd.
- 18 G. Order that the bank holding the Trust's blocked account release the amount of  
19 \$62,105.64 to ALB, Ltd.; and  
20  
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28 ///

1 H. Any other relief this court deems necessary and proper.

2 DATED this 8<sup>th</sup> day of February, 2018.

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

5 

6 \_\_\_\_\_  
7 Tiffany S. Barney, Esq.  
8 NV State Bar No. 9754  
9 3317 W. Charleston Boulevard, Suite B  
10 Las Vegas, NV 89102-1835  
11 (702) 438-7878  
12 *Creditors of the Nancy Christian Trust*

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am an employee of Anthony L. Barney, Ltd. and not a party to the  
3 above-entitled action. I further certify that on February 9, 2018 I served the foregoing  
4  
5 **PETITION FOR FEES AND COSTS** on the following parties via electronic service through  
6 the Eighth Judicial District Court filing system, addressed as follows:  
7

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

14 Jerimy L. Kirschner, Esq.  
15 Jerimy Kirschner & Associates, Ltd. Office  
16 5550 Painted Mirage Rd, #320  
17 Las Vegas, NV 89149  
18 *Attorney for Jackie Utkin, Successor Trustee*

19 Joseph J. Powell, Esq.  
20 Rushforth Lee & Kiefer, LLP  
21 1707 Village Center Circle, Suite 150  
22 Las Vegas, NV 89134  
23 *Attorney for Monte Reason, Trustee of the*  
24 *Nancy Christian Trust and Personal*  
25 *Representative of the Estate of Nancy*  
26 *Christian*

27 \_\_\_\_\_s/Zachary D. Holyoak/s\_\_\_\_\_  
28 An employee of Anthony L. Barney, Ltd.



# Exhibit 1

# THE CHRISTIAN FAMILY TRUST

Dated October 11, 2016

Prepared by:



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

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

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# **Trust Agreement**

## **OF THE**

## **CHRISTIAN FAMILY TRUST**

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

**Witnesseth:**

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

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

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

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

## **ARTICLE 1**

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

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

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

## **ARTICLE 2**

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

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

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

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

### **ARTICLE 3**

#### **INCAPACITY**

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

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

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

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

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

## **ARTICLE 4**

### **DISTRIBUTION OF INCOME AND PRINCIPAL** **UPON THE DEATH OF A TRUSTOR**

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

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

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

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

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

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

## **ARTICLE 5**

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

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



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

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

## **ARTICLE 6**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 14**

##### **GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

**TRUSTORS:**

  
RAYMOND T. CHRISTIAN

  
NANCY I. CHRISTIAN

# **Exhibit 2**





Layne T. Rushforth, J.D.  
Managing Partner  
Licensed in Nevada & Utah  
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Kennedy E. Lee, J.D.  
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Licensed in Nevada  
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Joseph J. Powell, J.D.  
Of Counsel  
Licensed in Nevada & California  
joey@rlklegal.com

January 4, 2018

**Sent via U.S. mail and via e-mail to tiffany@anthonybarney.com**

Tiffany Barney, Esq.  
Anthony Barney, Ltd.  
3317 W. Charleston Blvd, SuiteB  
Las Vegas, Nevada 89102-1835

Re: Christian Family Trust/your letter dated December 19, 2017  
(Our File: 7745)

Dear Tiffany:

I am in receipt of your letter dated December 19, 2017 in which you have requested that my client, Monte Reason, the trustee of the Christian Family Trust (the "Trust"), either approve or reject, in writing, your request for payment from the Trust for the work that you performed on behalf of the late Nancy Christian relating to her rights as a co-settlor, and sole beneficiary, of the Trust during her lifetime.

I have spoken with Mr. Reason about your request and Mr. Reason has authorized me to confirm for you, via this correspondence, that he approves your request for payment in its entirety. With this said, as you are aware, Mr. Reason has no access to the liquid funds belonging to the Trust because of the actions taken by the former trustees of the Trust, Susan G. Christian-Payne, Raymond T. Christian, Jr., and Rosemary K. Christian-Keach, and in turn their attorney, Mr. Payne, who have placed all of the liquid funds in Mr. Payne's attorney trust account. As you are aware, a petition is pending before the Honorable Judge Ochoa to have this issue rectified. Therefore, please allow this to confirm that Mr. Reason intends to make payment on your fees when he is able to do so. However, as stated, he cannot do so at this time and does not know precisely when he will have the funds under his actual control to be able to issue payment to your firm.

Thank you for your attention to this matter. Please feel free to contact me at your convenience should there be a need to discuss this matter further.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe Powell', written over a circular scribble.

JOSEPH J. POWELL  
Attorney at Law

cc: client

# **Exhibit 3**

## Anthony L. Barney

---

**From:** Jerimy Kirschner <jerimy@jkirschnerlaw.com>  
**Sent:** Thursday, February 1, 2018 9:00 AM  
**To:** Tiffany Barney  
**Cc:** Secretary; anthony@anthonybarney.com; Zachary Holyoak  
**Subject:** Re: Letter from TSB - Christian Family Trust

Hello Tiffany,

I have spoken with my client and she approves the fees for your firm in her role as trustee for the Christian Family Trust.

On Fri, Jan 26, 2018 at 1:55 PM, Tiffany Barney <[tiffany@anthonybarney.com](mailto:tiffany@anthonybarney.com)> wrote:

Dear Mr. Kirschner –

Thank you for your prompt response. Also, I wanted to make you aware that I inadvertently left off Attachment 2 to the letter. Please see the letter with Attachment 2 attached. The letter with the proper attachments was sent today to your office in Tacoma, Washington rather than the address on the letter. Thank you.

Sincerely,

Tiffany S. Barney

Attorney at Law

Anthony L. Barney, Ltd.

3317 W. Charleston Blvd., Suite B

Las Vegas, NV 89102-1835

O: [702-438-7878](tel:702-438-7878)

F: [702-259-1116](tel:702-259-1116)

[tiffany@anthonybarney.com](mailto:tiffany@anthonybarney.com)

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

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encrypted e-mail, let me know. The attorney-client privilege may apply to this message, but such privilege may be lost if it is shared with someone other than an employee of Anthony L. Barney, Ltd. or of another attorney or law firm who represents you. In accordance with Internal Revenue Service Circular 230, we hereby advise you that if this email or any attachment hereto contains any tax advice, such tax advice was not intended or written to be used, and it cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer by the Internal Revenue Service.

**From:** Jerimy Kirschner [mailto:[jerimy@jkirschnerlaw.com](mailto:jerimy@jkirschnerlaw.com)]  
**Sent:** Friday, January 26, 2018 12:15 PM  
**To:** Secretary  
**Cc:** [anthony@anthonybarney.com](mailto:anthony@anthonybarney.com); Zachary Holyoak; Tiffany Barney  
**Subject:** Re: Letter from TSB - Christian Family Trust

Hello Mrs. Barney,

I am forwarding a copy of this letter to the Trustee. I hope to have feedback for you by the end of Monday at the latest.

On Fri, Jan 26, 2018 at 11:19 AM, Secretary <[secretary@anthonybarney.com](mailto:secretary@anthonybarney.com)> wrote:

Dear Mr. Kirschner –

Please find attached the letter from Tiffany S. Barney, Esq., regarding the Christian Family Trust.

Sincerely,

Neva Liebe

Legal Secretary

Anthony L. Barney, Ltd.

3317 W. Charleston Blvd., Suite B

Las Vegas, NV 89102-1835

O: 702-438-7878

F: 702-259-1116

secretary@anthonybarney.com

www.anthonybarney.com

This e-mail message is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This message and any files attached hereto are confidential and are for the sole use of the intended recipient. IF YOU ARE NOT THE INTENDED RECIPIENT OF THE MESSAGE, PLEASE NOTIFY THE SENDER IMMEDIATELY BY RETURN E-MAIL OR TELEPHONE (702.438-7878), DELETE THE ORIGINAL MESSAGE INCLUDING ALL ATTACHMENTS, AND DESTROY ALL HARD COPIES. ANY UNAUTHORIZED REVIEW, DISTRIBUTION, DISCLOSURE, COPYING, USE, OR DISSEMINATION, EITHER WHOLE OR IN PART, IS STRICTLY PROHIBITED. The attorney-client privilege may apply to this message, but such privilege may be lost if it is shared with someone other than an employee of Anthony L. Barney, Ltd. or of another attorney or law firm who represents you.

--  
Jeremy Kirschner, Esq.

Managing Partner

Jeremy Kirschner & Associates PLLC

**NEVADA**

5550 Painted Mirage Rd., Suite 320

Las Vegas, NV 89149

Phone: (702) 563-4444

Fax (702) 563-4445

**WASHINGTON**

1326 Tacoma Ave S #200

Tacoma, WA 98402

Phone: (206) 623-4444

Fax (206) 538-2008

Notice: This fax or email is from a law firm, Jerimy Kirschner & Associates ("JKA"), and is intended solely for the use and review of the individual(s) to whom it is addressed. If you have received this fax or email in error, please notify the sender immediately. In addition, please destroy the fax and/or delete the email from your computer. Please do not copy or disclose it to anyone else as it may contain important private information.

If you are not an existing client of JKA, it is not the intent of this fax or email to make you a client unless it contains a specific written statement to that effect and do not disclose anything to JKA in reply that you expect it to hold in confidence.

If you are counsel in litigation with JKA, either associated or opposing, and would like to participate in facsimile service of future pleadings under NRCP, please contact us at (702)563-4444 to arrange for a reciprocal facsimile agreement.

—  
Jerimy Kirschner, Esq.  
Managing Partner  
Jerimy Kirschner & Associates PLLC

**NEVADA**

5550 Painted Mirage Rd., Suite 320  
Las Vegas, NV 89149  
Phone: (702) 563-4444  
Fax (702) 563-4445

**WASHINGTON**

1326 Tacoma Ave S #200  
Tacoma, WA 98402  
Phone: (206) 623-4444  
Fax (206) 538-2008

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If you are not an existing client of JKA, it is not the intent of this fax or email to make you a client unless it contains a specific written statement to that effect and do not disclose anything to JKA in reply that you expect it to hold in confidence.

If you are counsel in litigation with JKA, either associated or opposing, and would like to participate in facsimile service of future pleadings under NRCP, please contact us at (702)563-4444 to arrange for a reciprocal facsimile agreement.

# **Exhibit 4**

Anthony L. Barney, M.S., J.D., LL.M.  
Attorney at Law  
Licensed in Nevada and Idaho

Tiffany S. Barney, J.D.  
Attorney at Law  
Licensed in Nevada

Zachary Holyoak, J.D.  
Attorney at Law  
Licensed in Nevada

**ANTHONY L. BARNEY, LTD.**  
**A Nevada Professional Law**  
**Corporation**

3317 W. Charleston Boulevard, Suite B  
Las Vegas, Nevada 89102-1835  
Receptionist: 702-438-7878  
Fax: 702-259-1116

Neva Liehe  
Administrative Assistant

Website Address  
www.anthonybarney.com

E-mail Address  
office@anthonybarney.com

January 26, 2018

Jerimy L. Kirschner, Esq.  
Jerimy L. Kirschner & Associates  
3333 E. Serene Ave., #150  
Henderson, NV 89074

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

VIA US FIRST CLASS MAIL AND EMAIL

Dear Mr. Kirschner -

We are formally requesting payment from the Trustee of the Christian Family Trust dated October 11, 2016 ("Trust") for legal work done for and on behalf of Nancy Christian, Trustor of the Trust. Nancy Christian passed away on December 14, 2017; however, prior to her passing, we represented Nancy on various matters relating to the Trust, including but not limited to, changing her trustee, defending her in Case #P-17-092512-T ("Probate Case") and obtaining possession of Trust-owned property in Case No.: 17C-023096 ("Justice Court Case").

We expended fees and costs to further Nancy's wishes in the Probate Case and the Justice Court Case. We believe that the fees and costs were necessary and reasonable to further Nancy's intent and her wishes. Therefore, pursuant to provision 4.2 of the Trust we are requesting payment of the debts of the Decedent as represented in the billing statements attached hereto and incorporated herein as Attachment 1.

The attached bills evidence the work performed for and on behalf of Nancy Christian and some bills or portions thereof were paid personally by Nancy although it was work to further her stated intent in the Trust. Most of the bills remain unpaid and are debts of the Decedent. Therefore, we are requesting that Nancy's estate be reimbursed for the portions that she paid personally and that the Trust pay Nancy's outstanding debts to our law office as provided in provision 4.2 of the Trust. Notably, the spendthrift provision does not apply to the Trustor's interest in the Trust estate (see provision 14.2 of the Trust).



The amounts incurred by our law firm in fees and costs to further Nancy's wishes are as follows (dates correspond to the respective billing statement in Attachment 1):

February 28, 2017: \$100.00  
March 15, 2017: \$210.00  
March 30, 2017: \$1,470.00  
April 17, 2017: \$140.00  
April 28, 2017: \$420.00  
May 15, 2017: \$1,055.00  
May 31, 2017: \$890.00  
June 15, 2017: \$1,140.00  
June 30, 2017: \$315.00  
July 15, 2017: \$175.00  
July 31, 2017: \$2,913.50  
August 15, 2017: \$1,155.00  
August 31, 2017: \$3,489.40  
September 15, 2017: \$875.00  
September 29, 2017: \$8,659.40  
October 16, 2017: \$6,045.00  
October 31, 2017: \$6,822.50  
November 15, 2017: \$11,259.80  
November 30, 2017: \$4,101.80  
December 15, 2017: \$5,970.50  
December 30, 2017: \$2,536.00  
January 15, 2018: \$ 430.00  
January 25, 2018: \$ 1,932.74 (Not A Final Bill)  
**TOTAL FEES AND COSTS: \$62,105.64**

The Prior Trustee, Monte Reason, approved the amount of \$57,206.90 which were amounts that were incurred as of December 15, 2017. See Letter from Joseph J. Powell, Esq., attached hereto and incorporated herein as Attachment 2. However, there are further amounts that have been expended in wrapping up the Justice Court Case, for attendance at the court hearing as a result of our status as a creditor, and to include expended costs that were not included on prior billing statements.

We formally request a determination by the Successor Trustee, Jackie Utkin, to approve the fees and costs from the Trust estate that are listed above. These amounts were expended pursuant to Nancy's instruction and wishes and the Trust is authorized to pay Nancy's debts from the Trust. We would appreciate such a determination to be in writing.

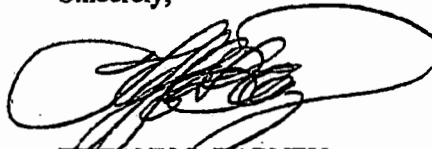
Furthermore, please be on notice that we are alerting you of our lien rights in the Probate Case and Justice Court Case and requesting payment also pursuant to our attorney's liens. Please note that we have an extensive file and discovery that we have performed in this matter. With payment of our liens, we will deliver the file to you. We reserve the right to assert and file our attorney's lien in the Probate Case and Justice

Court Case for the total amount of the fees that were expended for Nancy that should be paid.

As requested by Judge Ochoa at the last court hearing, we will shortly be filing a Petition for Fees and Costs. We would kindly appreciate a response before we file this petition in which we will request the judge to unfreeze trust assets and order the payment of Nancy's attorney fees and costs to Anthony L. Barney, Ltd.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Tiffany S. Barney', enclosed within a large, loopy oval shape.

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

Encl: Bills dated from February 2017 to January 2018

# **Attachment 1**

**ANTHONY L. BARNEY, LTD**

Attorneys and Counselors at Law

3317 W. Charleston Boulevard, Suite B  
Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonybarney.com

**Invoice**

Invoice #: 1836

Invoice Date: 2/28/2017

Due Date: 3/15/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                     | Hours/Qty | Rate   | Amount    |
|-------------------------------------------------|-----------|--------|-----------|
| 02/16/17 Initial consultation with client (TSB) |           | 100.00 | 100.00    |
| Total                                           |           |        | \$100.00  |
| Payments/Credits                                |           |        | -\$100.00 |
| Balance Due                                     |           |        | \$0.00    |

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Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonybarney.com

**Invoice**

Invoice #: 1902

Invoice Date: 3/15/2017

Due Date: 3/30/2017

Case:

Client Number:

**Bill To:**

Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107

**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                             | Hours/Qty | Rate   | Amount    |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|-----------|
| 03/15/17 Meeting with client; Message left with David Grant; Telephone conversation with David Grant re: trust, current situation (TSB) | 0.6       | 350.00 | 210.00    |
| Total                                                                                                                                   |           |        | \$210.00  |
| Payments/Credits                                                                                                                        |           |        | -\$210.00 |
| Balance Due                                                                                                                             |           |        | \$0.00    |

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Attorneys and Counselors at Law

3317 W. Charleston Boulevard, Suite B  
Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

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**Invoice**

Invoice #: 1931

Invoice Date: 3/31/2017

Due Date: 4/15/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                                                                             | Hours/Qty | Rate   | Amount             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|--------------------|
| 03/16/17 Draft release for information from Grant, Morris, Dodds (TSB)                                                                                                                                  | 0.4       | 350.00 | 140.00             |
| 03/22/17 Telephone conversation with client; Draft email to David Grant, Esq., re: request for documents and release of information (TSB)                                                               | 0.2       | 350.00 | 70.00              |
| 03/23/17 Review trust and all accompanying trust documents; Draft letter to Trustees re: requests for information relating to sale of trust real property, distributions, personal property, etc. (TSB) | 2         | 350.00 | 700.00             |
| 03/27/17 Meeting with client; Finalize letter to trustees (TSB)                                                                                                                                         | 1.6       | 350.00 | 560.00             |
| <b>Total</b>                                                                                                                                                                                            |           |        | <b>\$1,470.00</b>  |
| <b>Payments/Credits</b>                                                                                                                                                                                 |           |        | <b>-\$1,470.00</b> |
| <b>Balance Due</b>                                                                                                                                                                                      |           |        | <b>\$0.00</b>      |

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3317 W. Charleston Boulevard, Suite B

Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

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**Invoice**

Invoice #: 1971

Invoice Date: 4/17/2017

Due Date: 5/1/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107

## Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                                                                                           | Hours/Qty | Rate   | Amount    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|-----------|
| 04/06/17 Telephone conversation with client re: [REDACTED]<br>[REDACTED]; Draft email to David Grant<br>re: possible representation of trustees; Review email<br>from David Grant re: not representing trustees (TSB) | 0.4       | 350.00 | 140.00    |
| Total                                                                                                                                                                                                                 |           |        | \$140.00  |
| Payments/Credits                                                                                                                                                                                                      |           |        | -\$140.00 |
| Balance Due                                                                                                                                                                                                           |           |        | \$0.00    |

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Attorneys and Counselors at Law

3317 W. Charleston Boulevard, Suite B  
Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonybarney.com

**Invoice**

Invoice #: 2008

Invoice Date: 4/28/2017

Due Date: 5/13/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                 | Hours/Qty | Rate   | Amount           |
|-------------------------------------------------------------------------------------------------------------|-----------|--------|------------------|
| 04/17/17 Telephone conversation with client re: [REDACTED]<br>[REDACTED] (TSB)                              | 0.3       | 350.00 | 105.00           |
| 04/18/17 Draft letter to Trustees; Telephone<br>conversation with client re: [REDACTED]<br>[REDACTED] (TSB) | 0.8       | 350.00 | 280.00           |
| 04/28/17 Review letter from Cary Payne re:<br>representation of trustees (TSB)                              | 0.1       | 350.00 | 35.00            |
| <b>Total</b>                                                                                                |           |        | <b>\$420.00</b>  |
| <b>Payments/Credits</b>                                                                                     |           |        | <b>-\$420.00</b> |
| <b>Balance Due</b>                                                                                          |           |        | <b>\$0.00</b>    |



**ANTHONY L. BARNEY, LTD**

Attorneys and Counselors at Law

3317 W. Charleston Boulevard, Suite B  
Las Vegas, Nevada 89102-1835Telephone: (702) 438-7878  
Facsimile: (702) 259-1116  
www.anthonymbarney.com**Invoice**

Invoice #: 2027

Invoice Date: 5/15/2017

Due Date: 5/30/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                  | Hours/Qty | Rate   | Amount             |
|----------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|--------------------|
| 05/01/17 Telephone call to Cory Colt Payne, attorney for trustees; Telephone conversation with client re: case strategy (TSB)                | 0.3       | 350.00 | 105.00             |
| 05/02/17 Review letter from Cory Colt Payne; Begin draft of modification to change trustee (TSB)                                             | 0.4       | 350.00 | 140.00             |
| 05/02/17 Review trust and prepare amendment analysis (ALB)                                                                                   | 0.1       | 400.00 | 40.00              |
| 05/03/17 Telephone conversations with client re: [REDACTED] (0.9); Discussion with ALB re: change of trustees to Christian trust (0.2) (TSB) | 1.1       | 350.00 | 385.00             |
| 05/08/17 Call to client; Telephone conversation with nephew; Telephone conversation with client re: [REDACTED] (TSB)                         | 0.4       | 350.00 | 140.00             |
| 05/09/17 Telephone conversation with client re: [REDACTED] (TSB)                                                                             | 0.3       | 350.00 | 105.00             |
| 05/11/17 Draft information needed from doctor and prepare for client (TSB)                                                                   | 0.4       | 350.00 | 140.00             |
| <b>Total</b>                                                                                                                                 |           |        | <b>\$1,055.00</b>  |
| <b>Payments/Credits</b>                                                                                                                      |           |        | <b>-\$1,055.00</b> |
| <b>Balance Due</b>                                                                                                                           |           |        | <b>\$0.00</b>      |

**ANTHONY L. BARNEY, LTD**

Attorneys and Counselors at Law

3317 W. Charleston Boulevard, Suite B  
Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonbarney.com

**Invoice**

Invoice #: 2057

Invoice Date: 5/31/2017

Due Date: 6/15/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Oriand Street #39  
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                                   | Hours/Qty | Rate   | Amount           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|------------------|
| 05/16/17 Finalize Designation of Trustee and Successor Trustee; Draft follow-up email to Cory Colt Payne requesting financial information from trustees (TSB) | 0.5       | 350.00 | 175.00           |
| 05/17/17 Draft letter to client re: [REDACTED]<br>[REDACTED]<br>[REDACTED] Draft Certificate of Independent Review (TSB)                                      | 0.9       | 350.00 | 315.00           |
| 05/17/17 Review/revise letter to client (ZDH)                                                                                                                 | 0.2       | 250.00 | 50.00            |
| 05/22/17 Review email from Payne's assistant; Review Christian trust documents; Draft letter to client re: [REDACTED] (TSB)                                   | 0.6       | 350.00 | 210.00           |
| 05/25/17 Draft email to independent attorney re: providing an Independent review for client (TSB)                                                             | 0.2       | 350.00 | 70.00            |
| 05/26/17 Review fax from client re: [REDACTED] (TSB)                                                                                                          | 0.2       | 350.00 | 70.00            |
| <b>Total</b>                                                                                                                                                  |           |        | <b>\$890.00</b>  |
| <b>Payments/Credits</b>                                                                                                                                       |           |        | <b>-\$890.00</b> |
| <b>Balance Due</b>                                                                                                                                            |           |        | <b>\$0.00</b>    |

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Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

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**Invoice**

Invoice #: 2100

Invoice Date: 6/15/2017

Due Date: 6/30/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #38  
Las Vegas, NV 89107

## Hourly Rates of Attorneys/Staff

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                                          | Hours/Qty | Rate   | Amount             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|--------------------|
| 06/01/17 Review Tanko's email re: certificate of independent attorney review; Draft letter to client (TSB)                                                           | 0.4       | 350.00 | 140.00             |
| 06/01/17 Draft and update modification to Trust (ALB)                                                                                                                | 0.3       | 400.00 | 120.00             |
| 06/02/17 Finalize modification; Draft letter to Tanko re: modification to be reviewed with possible client and certificate needed (TSB)                              | 0.3       | 350.00 | 105.00             |
| 06/09/17 Review email from Tanko re: certificate of independent review; Draft email to Tanko re: original certificate (TSB)                                          | 0.1       | 350.00 | 35.00              |
| 06/12/17 Runner fee plus mileage to Recorder's office to record Modification and Designation of Trustee and Successor Trustee=\$22.20 Recording fee=\$18.00 (ADM)    |           | 40.00  | 40.00              |
| 06/12/17 Meeting with client re: [REDACTED]<br>[REDACTED] Draft letter to Cory Colt Payne re: preservation of trust assets and modification executed by client (TSB) | 1.9       | 350.00 | 665.00             |
| 06/15/17 Review email from Joey Powell re: Christian Family Trust; Draft email in response (TSB)                                                                     | 0.1       | 350.00 | 35.00              |
| <b>Total</b>                                                                                                                                                         |           |        | <b>\$1,140.00</b>  |
| <b>Payments/Credits</b>                                                                                                                                              |           |        | <b>-\$1,140.00</b> |
| <b>Balance Due</b>                                                                                                                                                   |           |        | <b>\$0.00</b>      |

**ANTHONY L. BARNEY, LTD**

Attorneys and Counselors at Law

3317 W. Charleston Boulevard, Suite B  
Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonybarney.com

**Invoice**

Invoice #: 2160

Invoice Date: 6/30/2017

Due Date: 7/15/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                                   | Hours/Qty | Rate   | Amount           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|------------------|
| 06/19/17 Telephone conversation with client; Draft email to Joey Powell (TSB)                                                                                 | 0.3       | 350.00 | 105.00           |
| 06/20/17 Review email from Powell re: certificate of incumbency; Draft email to Cory Colt Payne re: certificate of incumbency and safeguarding property (TSB) | 0.2       | 350.00 | 70.00            |
| 06/23/17 Review email from Powell re: trust assets; Draft email to Powell re: trust documents showing assets (TSB)                                            | 0.1       | 350.00 | 35.00            |
| 06/28/17 Review Powell's email; Review letter to Cory Colt Payne by Powell; Left telephone msg. with client (TSB)                                             | 0.1       | 350.00 | 35.00            |
| 06/29/17 Telephone conversation with client; Draft email to Joey Powell re: Bluffpoint Drive property (TSB)                                                   | 0.2       | 350.00 | 70.00            |
| <b>Total</b>                                                                                                                                                  |           |        | <b>\$315.00</b>  |
| <b>Payments/Credits</b>                                                                                                                                       |           |        | <b>-\$315.00</b> |
| <b>Balance Due</b>                                                                                                                                            |           |        | <b>\$0.00</b>    |

**ANTHONY L. BARNEY, LTD**

Attorneys and Counselors at Law

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Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonybarney.com

**Invoice**

Invoice #: 2204

Invoice Date: 7/15/2017

Due Date: 7/30/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Oriand Street #39  
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                                                                                      | Hours/Qty | Rate   | Amount           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|------------------|
| 07/11/17 Draft email to Powell re: case update (TSB)                                                                                                                                                             | 0.1       | 350.00 | 35.00            |
| 07/13/17 Review Joey Powell's email re: request for schedules; Left telephone msg. with client; Review file for trust schedules; Draft email to J. Powell re: trust documents included from prior attorney (TSB) | 0.3       | 350.00 | 105.00           |
| 07/14/17 Telephone message left with client (TSB)                                                                                                                                                                | 0.1       | 350.00 | 35.00            |
| <b>Total</b>                                                                                                                                                                                                     |           |        | <b>\$175.00</b>  |
| <b>Payments/Credits</b>                                                                                                                                                                                          |           |        | <b>-\$175.00</b> |
| <b>Balance Due</b>                                                                                                                                                                                               |           |        | <b>\$0.00</b>    |

**ANTHONY L. BARNEY, LTD**

Attorneys and Counselors at Law

3317 W. Charleston Boulevard, Suite B

Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

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**Invoice**

Invoice #: 2221

Invoice Date: 7/31/2017

Due Date: 8/15/2017

Case:

Client Number:

**Bill To:**

Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107

**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                                                                                     | Hours/Qty | Rate   | Amount   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|----------|
| 07/17/17 Meeting with client re: [REDACTED]<br>[REDACTED] Draft certificate of independent review; Draft email to Sean Tanko re: certificate of independent review; Review Christian Declaration of Trust (TSB) | 3.2       | 350.00 | 1,120.00 |
| 07/17/17 Draft Trust documents for Nancy Christian Trust (ZDH)                                                                                                                                                  | 3         | 250.00 | 750.00   |
| 07/18/17 Review email from Joey Powell re: Christian Family Trust matters; Draft email to Joey (TSB)                                                                                                            | 0.2       | 350.00 | 70.00    |
| 07/19/17 Review Nancy Christian Trust documents (TSB)                                                                                                                                                           | 0.7       | 350.00 | 245.00   |
| 07/20/17 Review Joey Powell's email re: removing possible tenants in Bluff St. Property; Prepare Trust documents for Sean Tanko independent review; Draft email to Sean Tanko re: independent review (TSB)      | 0.5       | 350.00 | 175.00   |
| 07/21/17 Execution of trust documents; Draft 30 day notice to vacate Bluff Point Dr. property; Draft instructions to LPS (TSB)                                                                                  | 0.7       | 350.00 | 245.00   |
| 07/23/17 Runner fee plus mileage to LPS, serve 30 Day Notice (ADM)                                                                                                                                              |           | 23.30  | 23.30    |
| 07/24/17 Telephone conversation with Monte; Review file for previous estate plans (ZDH)                                                                                                                         | 0.3       | 250.00 | 75.00    |
| 07/24/17 Fee to serve and post 30 Day Notice (ADM)                                                                                                                                                              |           | 100.00 | 100.00   |

**Total****Payments/Credits****Balance Due**

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**Invoice**

Invoice #: 2221

Invoice Date: 7/31/2017

Due Date: 8/15/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour.

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                 | Hours/Qty | Rate   | Amount             |
|-------------------------------------------------------------------------------------------------------------|-----------|--------|--------------------|
| 07/31/17 Runner fee plus mileage to Recorder's office=\$22.20 Recording fees, trust documents=\$88.00 (ADM) |           | 110.20 | 110.20             |
| <b>Total</b>                                                                                                |           |        | <b>\$2,913.50</b>  |
| <b>Payments/Credits</b>                                                                                     |           |        | <b>-\$2,913.50</b> |
| <b>Balance Due</b>                                                                                          |           |        | <b>\$0.00</b>      |

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**Invoice**

Invoice #: 2270

Invoice Date: 8/15/2017

Due Date: 8/31/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                                                                   | Hours/Qty | Rate   | Amount            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|-------------------|
| 08/01/17 Review and update case status (ALB)                                                                                                                                                  | 0.1       | 400.00 | 40.00             |
| 08/04/17 Telephone call from client; Case Discussion with ALB; Telephone call to counsel for Trustee (ZDH)                                                                                    | 0.7       | 250.00 | 175.00            |
| 08/08/17 Telephone conversation with J. Powell (ZDH)                                                                                                                                          | 0.6       | 250.00 | 150.00            |
| 08/14/17 Draft Objection to Petition from Previous Trustees; Draft Subpoena to Chase Bank (ZDH)                                                                                               | 1.2       | 250.00 | 300.00            |
| 08/14/17 Review petition from prior trustees re: taking jurisdiction over Christian Family Trust; Draft email to C. Payne re: division of trust; Discussion with Zach re: case strategy (TSB) | 1.4       | 350.00 | 490.00            |
| <b>Total</b>                                                                                                                                                                                  |           |        | <b>\$1,155.00</b> |
| <b>Payments/Credits</b>                                                                                                                                                                       |           |        | <b>-\$171.50</b>  |
| <b>Balance Due</b>                                                                                                                                                                            |           |        | <b>\$983.50</b>   |



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**Invoice**

Invoice #: 2293

Invoice Date: 8/31/2017

Due Date: 9/15/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                               | Hours/Qty | Rate   | Amount   |
|---------------------------------------------------------------------------------------------------------------------------|-----------|--------|----------|
| 08/15/17 Draft subpoena to Chase Bank, Draft notice of deposition, Draft/Revise Motion to dismiss (ZDH)                   | 2         | 250.00 | 500.00   |
| 08/15/17 Revise/finalize subpoena to Chase bank; Telephone conversation with client (TSB)                                 | 0.5       | 350.00 | 175.00   |
| 08/15/17 Runner fee plus mileage to Legal Process Service, to serve Subpoena Duces Tecum to Chase Bank (ADM)              |           | 23.30  | 23.30    |
| 08/16/17 Draft/Revise Motion to dismiss (ZDH)                                                                             | 1.7       | 250.00 | 425.00   |
| 08/16/17 Draft letter to Cary Colt Payne re: thirty day notice; Draft/revise notice of motion and motion to dismiss (TSB) | 3.1       | 350.00 | 1,085.00 |
| 08/17/17 Meeting with client re: [REDACTED] (TSB)                                                                         | 0.4       | 350.00 | 140.00   |
| 08/17/17 Review/finalize Motion to Dismiss (ZDH)                                                                          | 0.2       | 250.00 | 50.00    |
| 08/17/17 Efile fee for Receipt of Copy (ADM)                                                                              |           | 3.50   | 3.50     |
| 08/17/17 Runner fee plus mileage to Cary Payne's office to drop off Notice of Taking Deposition (ADM)                     |           | 23.30  | 23.30    |
| 08/17/17 Efile/copy fee for Notice of Motion and Motion to Dismiss (ADM)                                                  |           | 6.00   | 6.00     |
| 08/17/17 Fee to serve Subpoena Duces Tecum to Chase Bank (ADM)                                                            |           | 70.00  | 70.00    |
| 08/21/17 Review Powells' email; Draft email in response; Review filed documents (TSB)                                     | 0.2       | 350.00 | 70.00    |
| <b>Total</b>                                                                                                              |           |        |          |
| <b>Payments/Credits</b>                                                                                                   |           |        |          |
| <b>Balance Due</b>                                                                                                        |           |        |          |

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**Invoice**

Invoice #: 2293

Invoice Date: 8/31/2017

Due Date: 9/15/2017

Case:

Client Number:

**Bill To:**

Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107

**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

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Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                        | Hours/Qty | Rate   | Amount            |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|-------------------|
| 08/22/17 Draft errata to include missing page; Draft email to Powell (TSB) (no charge)                                                             | 0.4       | 0.00   | 0.00              |
| 08/22/17 Draft letter and email to Cary Colt Payne re: request for accounting and information; Review relevant trust and statutory authority (TSB) | 0.8       | 350.00 | 280.00            |
| 08/23/17 Telephone conversation with J. Powell (ZDH)                                                                                               | 0.5       | 250.00 | 125.00            |
| 08/25/17 Prepare for and attend hearing re: Payne's request to transfer to Probate Judge (ZDH)                                                     | 0.3       | 250.00 | 75.00             |
| 08/28/17 Draft no cause notice to Raymond Christian, Jr.; Draft HIPAA Release for client; Draft corrective deed (TSB)                              | 0.5       | 350.00 | 175.00            |
| 08/28/17 Runner fee plus mileage to Legal Process Service for service of Thirty Day "No Cause" Notice to Quit to Raymond Christian Jr. (ADM)       |           | 23.30  | 23.30             |
| 08/28/17 Fee to serve Thirty Day "No Cause" Notice to Quit to Raymond Christian, Jr.                                                               |           | 100.00 | 100.00            |
| 08/30/17 Review medical records; Review Powell's email re: hearing; Draft email to Powell in response (TSB)                                        | 0.2       | 350.00 | 70.00             |
| 08/31/17 Review court's scheduling of status check; Discussion with Zach re: peremptory challenge; Draft email to Powell re: status check (TSB)    | 0.2       | 350.00 | 70.00             |
| <b>Total</b>                                                                                                                                       |           |        | <b>\$3,489.40</b> |
| <b>Payments/Credits</b>                                                                                                                            |           |        | <b>\$0.00</b>     |
| <b>Balance Due</b>                                                                                                                                 |           |        | <b>\$3,489.40</b> |

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**Invoice**

Invoice #: 2348

Invoice Date: 9/15/2017

Due Date: 9/30/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Oriand Street #39  
Las Vegas, NV 89107

## Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                        | Hours/Qty | Rate   | Amount   |
|----------------------------------------------------------------------------------------------------|-----------|--------|----------|
| 08/31/17 Draft Peremptory challenge of Judge Sturman; Telephone conversation with Chase Bank (ZDH) | 0.9       | 250.00 | 225.00   |
| 09/01/17 Fee to file peremptory challenge (ADM)                                                    |           | 450.00 | 450.00   |
| 09/01/17 Telephone a conversation with Chase Bank (ZDH)                                            | 0.2       | 250.00 | 50.00    |
| 09/11/17 Review correspondence from C. Payne (TSB)                                                 | 0.2       | 350.00 | 70.00    |
| 09/11/17 Prepare analysis for response from C. Payne (ALB)                                         | 0.2       | 400.00 | 80.00    |
| Total                                                                                              |           |        | \$875.00 |
| Payments/Credits                                                                                   |           |        | \$0.00   |
| Balance Due                                                                                        |           |        | \$875.00 |

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Las Vegas, Nevada 89102-1835

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**Invoice**

Invoice #: 2378

Invoice Date: 9/29/2017

Due Date: 10/14/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107

## Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                             | Hours/Qty | Rate   | Amount |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|--------|
| 09/15/17 Review J. Powell's joinder and objection; Discussion with Zach re: case strategy (TSB)                                                         | 0.6       | 350.00 | 210.00 |
| 09/15/17 Case Discussion with TSB; Draft email to David Grant (ZDH)                                                                                     | 0.8       | 250.00 | 200.00 |
| 09/18/17 Telephone conversation with D. Grant; Telephone conversation with J. Powell (ZDH)                                                              | 0.6       | 250.00 | 150.00 |
| 09/19/17 Review Chase documents; Provide analysis re: needed case information and strategy (TSB)                                                        | 0.5       | 350.00 | 175.00 |
| 09/19/17 Telephone conversation with D. Grant; Case Discussion with TSB (ZDH)                                                                           | 0.7       | 250.00 | 175.00 |
| 09/19/17 Scan documents received from Chase Bank (ADM)                                                                                                  | 4         | 75.00  | 300.00 |
| 09/20/17 Review Grant file; Provide analysis re: info for trustee and possible claims against prior trustees (TSB)                                      | 0.3       | 350.00 | 105.00 |
| 09/20/17 Telephone conversation with J. Powell (ZDH)                                                                                                    | 1.1       | 250.00 | 275.00 |
| 09/21/17 Draft letter to Cary Colt Payne, Esq. re: his client's breaches, accounting, return of funds; Prepare attachment and letter for delivery (TSB) | 1.3       | 350.00 | 455.00 |
| 09/21/17 Review and Revise letter to C. Payne (ZDH)                                                                                                     | 0.5       | 250.00 | 125.00 |
| 09/21/17 Runner fee plus mileage to Cary Payne's office to deliver letter (ADM)                                                                         |           | 23.30  | 23.30  |
| 09/22/17 Telephone conversation with trustee re: trust funds and continued hearing (TSB)                                                                | 0.2       | 350.00 | 70.00  |

**Total****Payments/Credits****Balance Due**

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**Invoice**

Invoice #: 2378

Invoice Date: 9/29/2017

Due Date: 10/14/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                                                                                                 | Hours/Qty | Rate   | Amount   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|----------|
| 09/26/17 Draft letter to David Grant; Draft subpoenas re: IRAs, Life Insurance, and Bank accounts; Draft letter to State Bar; Case discussion with TSB (ZDH)                                                                | 6.1       | 250.00 | 1,525.00 |
| 09/26/17 Telephone conversations with client; Discussion re: subpoenas needed to obtain financial information; Finalize subpoenas; Prepare for service; Draft instructions to LPS; Draft notice of taking depositions (TSB) | 2.7       | 350.00 | 945.00   |
| 09/26/17 Payment to MED-R for providing client's medical records (ADM)                                                                                                                                                      |           | 56.10  | 56.10    |
| 09/26/17 Five (5) Witness fees @ \$25.00 each = \$125.00 ( Wells Fargo Bank, Vaya Financial Partners, Oxford Insurance Services, Jackson National Life Distributors and Foresters Financial Services) (ADM)                 |           | 125.00 | 125.00   |
| 09/27/17 Draft letter to C. Payne (ZDH)                                                                                                                                                                                     | 1.1       | 250.00 | 275.00   |
| 09/27/17 Review/draft/revise letter to Nevada State Bar re: David Grant; Review ethical rules and cases; Review/revise letter to David Grant; Discussion and analysis re: David Grant and violation of ethical rules (TSB)  | 2.9       | 350.00 | 1,015.00 |
| 09/27/17 Fee to JP Morgan Chase Bank Subpoenaed documents (ADM)                                                                                                                                                             |           | 410.70 | 410.70   |
| 09/28/17 Telephone calls to client; Revise letter to Cary Colt Payne; Draft subpoena to Wells Fargo Advisors; Review Chase documents; Draft notice of taking deposition (TSB)                                               | 1.6       | 350.00 | 560.00   |

**Total****Payments/Credits****Balance Due**

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**Invoice**

Invoice #: 2378

Invoice Date: 9/29/2017

Due Date: 10/14/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107

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Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                | Hours/Qty | Rate   | Amount            |
|--------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|-------------------|
| 09/28/17 Review File from David Grant; Review Person Reports on S. Payne, R. Christian, and R. Keach (ZDH)                                 | 0.7       | 250.00 | 175.00            |
| 09/28/17 Witness Fee to Wells Fargo Advisors (ADM)                                                                                         |           | 25.00  | 25.00             |
| 09/28/17 Runner fee plus mileage to Legal Process Service to serve Subpoena to Wells Fargo Advisors Financial Network (ADM)                |           | 23.30  | 23.30             |
| 09/28/17 Efile fee for Notice of Taking Deposition (ADM)                                                                                   |           | 6.00   | 6.00              |
| 09/29/17 Draft engagement agreement; Meet with client (ZDH)                                                                                | 1.8       | 250.00 | 450.00            |
| 09/29/17 Review engagement agreement; Prepare for meeting with client; Meeting with client; Case discussion re: future case strategy (TSB) | 2.3       | 350.00 | 805.00            |
| <b>Total</b>                                                                                                                               |           |        | <b>\$8,659.40</b> |
| <b>Payments/Credits</b>                                                                                                                    |           |        | <b>\$0.00</b>     |
| <b>Balance Due</b>                                                                                                                         |           |        | <b>\$8,659.40</b> |

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**Invoice**

Invoice #: 2404

Invoice Date: 10/16/2017

Due Date: 10/31/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                                    | Hours/Qty | Rate   | Amount   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|----------|
| 10/03/17 Telephone call to Oxford; Telephone conversation with client re: case issues; Telephone conversation with Oxford agent re: subpoena (TSB)             | 0.4       | 350.00 | 140.00   |
| 10/02/17 Research issues for reply (ZDH)                                                                                                                       | 0.5       | 250.00 | 125.00   |
| 10/03/17 Draft Reply to Opposition to Motion to Dismiss (ZDH)                                                                                                  | 0.6       | 250.00 | 150.00   |
| 10/04/17 Draft/Revise Reply to Opposition to Motion to dismiss; Case discussion; Telephone conversation with Jackie; File pleading (ZDH)                       | 4.8       | 250.00 | 1,225.00 |
| 10/04/17 Draft/revise/reply Reply to Opposition to Motion to Dismiss; Review file and prepare exhibits to Reply (TSB)                                          | 3.8       | 350.00 | 1,330.00 |
| 10/05/17 Telephone conversation with D. Kelfer; Draft Letter to C. Payne (ZDH)                                                                                 | 0.9       | 250.00 | 225.00   |
| 10/05/17 Review email from Kiefer re: SAO to postpone hearing; Review and execute SAO to postpone hearing; Draft email to Kiefer re: SAO (TSB)                 | 0.4       | 350.00 | 140.00   |
| 10/05/17 Legal Process Service Fees - Service of Four Subpoena Duces Tecum (ADM)                                                                               |           | 280.00 | 280.00   |
| 10/06/17 Draft /revise letter to Mr. Payne re: fraudulent transfer and returning trust funds to trustee (TSB)                                                  | 0.5       | 350.00 | 175.00   |
| 10/11/17 Review Forester documents; Draft email to Lindsay with Forester re: life insurance policy; Review court documents and prepare for court hearing (TSB) | 2.5       | 350.00 | 875.00   |

**Total****Payments/Credits****Balance Due**

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**Invoice**

Invoice #: 2404

Invoice Date: 10/16/2017

Due Date: 10/31/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

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Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                              | Hours/Qty | Rate   | Amount            |
|----------------------------------------------------------------------------------------------------------|-----------|--------|-------------------|
| 10/12/17 Review documents received from Wells Fargo and Wells Fargo Advisors (ZDH)                       | 1         | 250.00 | 250.00            |
| 10/12/17 Review Wells Fargo documents received pursuant to subpoena (TSB)                                | 0.6       | 350.00 | 210.00            |
| 10/13/17 Draft Declarations for Raymond Iokia and Jackie Utkin; Telephone conversation with Jackie (ZDH) | 3.4       | 250.00 | 850.00            |
| 10/13/17 Review letter from Mr. Payne; Discussion with Zach re: case issues                              | 0.2       | 350.00 | 70.00             |
| <b>Total</b>                                                                                             |           |        | <b>\$6,045.00</b> |
| <b>Payments/Credits</b>                                                                                  |           |        | <b>\$0.00</b>     |
| <b>Balance Due</b>                                                                                       |           |        | <b>\$6,045.00</b> |



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Attorneys and Counselors at Law

3317 W. Charleston Boulevard, Suite B  
Las Vegas, Nevada 89102-1835Telephone: (702) 438-7878  
Facsimile: (702) 259-1116  
www.anthonymbarney.com**Invoice**

Invoice #: 2434

Invoice Date: 10/31/2017

Due Date: 11/15/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107

## Hourly Rates of Attorneys/Staff

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                          | Hours/Qty | Rate   | Amount |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|--------|
| 10/11/17 Parking fee to attend hearing (ADM)                                                                                                         |           | 2.00   | 2.00   |
| 10/12/17 Fee to Legal Process Service to serve Five-Day Notice of Unlawful Detainer (ADM)                                                            |           | 100.00 | 100.00 |
| 10/16/17 Draft joint petition with various claims against former trustees (TSB)                                                                      | 2.3       | 350.00 | 805.00 |
| 10/16/17 Revise declarations; Draft letter to C. Payne (ZDH)                                                                                         | 2.8       | 250.00 | 700.00 |
| 10/17/17 Case discussion re: eviction; Review affidavit of service of five day notice; Draft complaint for unlawful detainer; Prepare exhibits (TSB) | 2.5       | 350.00 | 875.00 |
| 10/17/17 Telephone conversation with J. Powell; Draft email to J. Powell (ZDH)                                                                       | 0.8       | 250.00 | 200.00 |
| 10/18/17 Review J. Powell's joinder; Meeting with client re: [REDACTED]; Revise complaint for unlawful detainer (TSB)                                | 2.6       | 350.00 | 910.00 |
| 10/18/17 Telephone conversation with S. Liufau, Revise letter to C. Payne. (ZDH)                                                                     | 1.2       | 250.00 | 300.00 |
| 10/19/17 Prepare for and attend hearing; Conversation with J. Powell re: case issues (TSB)                                                           | 1.8       | 350.00 | 630.00 |
| 10/19/17 Prepare for and attend hearing (ZDH)                                                                                                        | 0.7       | 250.00 | 175.00 |
| 10/19/17 Parking fee to attend hearing = \$3.00 (ADM)                                                                                                |           | 3.00   | 3.00   |
| 10/20/17 Revise counterpetition (ZDH)                                                                                                                | 0.7       | 250.00 | 175.00 |

**Total****Payments/Credits****Balance Due**

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| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Hours/Qty | Rate   | Amount            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|-------------------|
| 10/20/17 Finalize and file complaint for unlawful detainer; Draft ex parte application of OSC; Draft affidavit in support of ex parte application for OSC; Draft emails to J. Powell re: reviewing and signing complaint and ex parte application; Review emails from J. Powell re: changes to complaint and ex parte application; Prepare documents for VOYA; Draft letter to VOYA for Raymond Christian documents; Prepare exhibits for complaint; Prepare complaint for filing (TSB) | 4         | 350.00 | 1,400.00          |
| 10/20/17 Extra Fee to Voya Financial Partners, LLC for document retrieval (ADM)                                                                                                                                                                                                                                                                                                                                                                                                         |           | 25.00  | 25.00             |
| 10/20/17 Efile fee for Complaint for Unlawful Detainer                                                                                                                                                                                                                                                                                                                                                                                                                                  |           | 75.70  | 75.70             |
| 10/25/17 Review filed complaint; Prepare ex parte application for OSC for filing; Finalize affidavit and exhibits thereto; Telephone conversation with court clerk re: OSC timeline (TSB)                                                                                                                                                                                                                                                                                               | 1.2       | 350.00 | 420.00            |
| 10/25/17 Efile fee for Ex Parte Application for Order to Show Cause Why a Temp. Writ of Restitution Should Not Issue (ADM)                                                                                                                                                                                                                                                                                                                                                              |           | 3.50   | 3.50              |
| 10/31/17 Runner fee to drop off Summons, Complaint and OSC to Legal Process Service (ADM)                                                                                                                                                                                                                                                                                                                                                                                               |           | 23.30  | 23.30             |
| <b>Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |           |        | <b>\$6,822.50</b> |
| <b>Payments/Credits</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |        | <b>\$0.00</b>     |
| <b>Balance Due</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |           |        | <b>\$6,822.50</b> |

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Invoice #: 2478

Invoice Date: 11/15/2017

Due Date: 11/30/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

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Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                    | Hours/Qty | Rate   | Amount   |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|----------|
| 10/31/17 Draft email to J. Powell; Review email from J. Powell; Prepare documents for review (TSB)                                             | 0.6       | 350.00 | 210.00   |
| 10/31/17 Revise email to J. Powell (ZDH)                                                                                                       | 0.2       | 250.00 | 50.00    |
| 11/01/17 Discuss judge's order from motion to dismiss hearing (TSB)                                                                            | 0.2       | 350.00 | 70.00    |
| 11/02/17 Review judge's order; Begin draft objection; Draft counterpetition (TSB)                                                              | 1.3       | 350.00 | 455.00   |
| 11/02/17 Telephone conversation to J. Powell (ZDH)                                                                                             | 0.1       | 250.00 | 25.00    |
| 11/03/17 Draft petition for accounting; Draft emails to J. Powell re: petition for accounting; Prepare exhibits; Draft notice of hearing (TSB) | 3.4       | 350.00 | 1,190.00 |
| 11/03/17 Review file; Draft Objection and Counterpetition; Review Petition Re: accounting (ZDH)                                                | 2.8       | 250.00 | 700.00   |
| 11/03/17 Efile fee for Joint Petition for Review of Former Trustees Refusal to Provide a Proper Accounting (ADM)                               |           | 3.50   | 3.50     |
| 11/03/17 Efile fee for Notice of Hearing (ADM)                                                                                                 |           | 3.50   | 3.50     |
| 11/06/17 Draft/revise Objection and counterpetition (ZDH)                                                                                      | 3.7       | 250.00 | 925.00   |
| 11/07/17 Draft/revise objection and counterpetition; Research issues and case law (TSB)                                                        | 4.1       | 350.00 | 1,435.00 |
| 11/07/17 Case discussion with TSB (ZDH)                                                                                                        | 0.6       | 250.00 | 150.00   |

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Case:

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Las Vegas, NV 89107

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Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                                                                                     | Hours/Qty | Rate   | Amount   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|----------|
| 11/08/17 Scan Chase Bank documents into client file in preparation for requests for production (ADM)                                                                                                            | 3         | 75.00  | 225.00   |
| 11/08/17 Revise/finalize Objection and Counterpetition; Review file and prepare exhibits; Draft email to J. Powell (ZDH)                                                                                        | 5.4       | 250.00 | 1,350.00 |
| 11/09/17 Fee to serve subpoenas to Voya Financial=\$75.00 and to Jackson National=\$55.00 on 10/05/17; Fee for service of complaint for unlawful detainer to Raymond Christian, Jr. = \$85.00 on 11/02/17 (ADM) |           | 215.00 | 215.00   |
| 11/09/17 Meet with client [REDACTED]; Revise Objection and counterpetition based on additional details provided by client (ZDH)                                                                                 | 3.9       | 250.00 | 975.00   |
| 11/13/17 Review J. Powell's email; Review letter from CCP to J. Powell; Revise/finalize petition for filing; Telephone call to client re: [REDACTED] Begin draft of responses to interrogatories (TSB)          | 2.7       | 350.00 | 945.00   |
| 11/13/17 Runner fee plus mileage to Family court to order Transcript = \$28.80; Transcript cost = \$12.00 (ADM)                                                                                                 |           | 40.80  | 40.80    |
| 11/13/17 Efile fee for Joint Objection to Petition to Assume Jurisdiction of Trust and Counterpetitions (ADM)                                                                                                   |           | 3.50   | 3.50     |
| 11/14/17 Draft/revise and finalize responses to interrogatories for client's review; Draft responses to requests for production (TSB)                                                                           | 3.1       | 350.00 | 1,085.00 |

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**Invoice**

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Invoice Date: 11/15/2017

Due Date: 11/30/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107

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Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                | Hours/Qty | Rate   | Amount      |
|------------------------------------------------------------------------------------------------------------|-----------|--------|-------------|
| 11/14/17 Draft and file NOH, Review and Revise discovery responses (ZDH)                                   | 0.6       | 250.00 | 150.00      |
| 11/14/17 Efile/copy fees for Notice of Hearing (ADM)                                                       |           | 3.50   | 3.50        |
| 11/15/17 Meeting with client re; [REDACTED]<br>[REDACTED] Draft letter to<br>LVMPD; Review documents (TSB) | 3         | 350.00 | 1,050.00    |
| Total                                                                                                      |           |        | \$11,259.80 |
| Payments/Credits                                                                                           |           |        | \$0.00      |
| Balance Due                                                                                                |           |        | \$11,259.80 |

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**Invoice**

Invoice #: 2535

Invoice Date: 11/30/2017

Due Date: 12/15/2017

Case:

Client Number:

**Bill To:**

Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107

**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                             | Hours/Qty | Rate   | Amount   |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|----------|
| 11/16/17 Draft/revise discovery responses; Review file; Gather documents in response to production requests (TSB)                       | 2.4       | 350.00 | 840.00   |
| 11/17/17 Finalize discovery responses; Review file documents; Redact and process documents for production to Mr. Payne; Draft ROC (TSB) | 3.1       | 350.00 | 1,085.00 |
| 11/17/17 Review Video Transcript; Draft Supplement to CounterPetition (ZDH)                                                             | 1.1       | 250.00 | 275.00   |
| 11/21/17 Draft email to J. Powell (ZDH)                                                                                                 | 0.3       | 250.00 | 75.00    |
| 11/22/17 Provide instructions re: future case strategy and possible motion for summary judgment; Review emails from Joey Powell (TSB)   | 0.5       | 350.00 | 175.00   |
| 11/17/17 Runner fee plus mileage to deliver discovery responses to Carey Payne's office (ADM)                                           |           | 23.30  | 23.30    |
| 11/27/17 Review answer/objection filed by Raymond Jr in the unlawful detainer case (TSB)                                                | 0.2       | 350.00 | 70.00    |
| 11/28/17 Draft reply in unlawful detainer action; Perform research on case issues (TSB)                                                 | 3.3       | 350.00 | 1,155.00 |
| 11/28/17 Revise supplement and forward to J. Powell and TSB (ZDH)                                                                       | 0.9       | 250.00 | 225.00   |
| 11/29/17 Review J. Powell's email; Review file and prepare exhibit to reply; Prepare reply for filing; Review J. Powell's email (TSB)   | 0.5       | 350.00 | 175.00   |
| <b>Total</b>                                                                                                                            |           |        |          |
| <b>Payments/Credits</b>                                                                                                                 |           |        |          |
| <b>Balance Due</b>                                                                                                                      |           |        |          |

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**Invoice**

Invoice #: 2636

Invoice Date: 11/30/2017

Due Date: 12/15/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107

## Hourly Rates of Attorneys/Staff

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                               | Hours/Qty | Rate | Amount     |
|-------------------------------------------------------------------------------------------|-----------|------|------------|
| 11/29/17 Efile fee, Reply To Defendant's Objection To Temporary Writ of Restitution (ADM) |           | 3.50 | 3.50       |
| Total                                                                                     |           |      | \$4,101.80 |
| Payments/Credits                                                                          |           |      | \$0.00     |
| Balance Due                                                                               |           |      | \$4,101.80 |

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**Invoice**

Invoice #: 2560

Invoice Date: 12/15/2017

Due Date: 12/29/2017

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Oriand Street #39  
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                                                                                                                                                                 | Hours/Qty | Rate   | Amount   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|----------|
| 11/30/17 Review case docket re: hearings; Draft email to J. Powell; Draft order for temporary writ of restitution; Draft temporary writ of restitution (TSB)                                                                                                                                | 0.5       | 350.00 | 175.00   |
| 12/05/17 Attend justice court hearing on unlawful detainer action and order to show case hearing; Telephone call to client re: [REDACTED] (TSB)                                                                                                                                             | 3.4       | 350.00 | 1,190.00 |
| 12/05/17 Parking fee (ADM)                                                                                                                                                                                                                                                                  |           | 2.00   | 2.00     |
| 12/06/17 Review J. Powell's petition (ZDH)                                                                                                                                                                                                                                                  | 0.3       | 250.00 | 75.00    |
| 12/06/17 Review Former Trustee's Reply to the accounting petition; Review J. Powell's petition and make suggested changes in line with client's wishes; Telephone conversation with J. Powell (TSB)                                                                                         | 3.8       | 350.00 | 1,330.00 |
| 12/06/17 Review correspondence regarding assets (ALB)                                                                                                                                                                                                                                       | 0.1       | 400.00 | 40.00    |
| 12/07/17 Draft subpoena for Susan Payne's bank account (ZDH)                                                                                                                                                                                                                                | 0.6       | 250.00 | 150.00   |
| 12/07/17 Review letter from anonymous person; Finalize corrections to trustee's pleading; Draft email to J. Powell; Review financial records; Telephone conversation with Jackson National re: new account information; Draft email to Wells Fargo re: additional account information (TSB) | 2.2       | 350.00 | 770.00   |
| 12/08/17 Attend hearing re: Payne's request to have the matter heard by the judge (ZDH)                                                                                                                                                                                                     | 0.3       | 250.00 | 75.00    |

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**Invoice**

Invoice #: 2560

Invoice Date: 12/15/2017

Due Date: 12/29/2017

Case:

Client Number:

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304 Orland Street #39  
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

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Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                            | Hours/Qty | Rate   | Amount            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|-------------------|
| 12/11/17 Review J. Powell's email; Review latest Republic Services bill; Draft email in response to J. Powell (TSB)                                    | 0.2       | 350.00 | 70.00             |
| 12/12/17 Review J. Powell's email re: case update; Review msgs re: Nancy's condition (TSB)                                                             | 0.2       | 350.00 | 70.00             |
| 12/13/17 Review filed motion; Draft email to J. Powell re: affidavit needed; Visit to Nancy (TSB)                                                      | 1.6       | 350.00 | 560.00            |
| 12/13/17 Meeting with client in the hospital (ZDH)                                                                                                     | 1         | 250.00 | 250.00            |
| 12/14/17 Draft email to J. Powell; Telephone conference with ALB, TSB, and J. Powell re: death of client and the pending litigation (ZDH)              | 1.2       | 250.00 | 300.00            |
| 12/14/17 Draft NOH on Petitions; Telephone conversation with trustee re: Nancy's passing; Telephone conversations with J. Powell re: case issues (TSB) | 1.8       | 350.00 | 630.00            |
| 12/14/17 Telephone conference with Joey Powell regarding current litigation and death of the client (ALB)                                              | 0.7       | 400.00 | 280.00            |
| 12/14/17 Efile/copy fee, Notice of Hearing (ADM)                                                                                                       |           | 3.50   | 3.50              |
| <b>Total</b>                                                                                                                                           |           |        | <b>\$5,970.50</b> |
| <b>Payments/Credits</b>                                                                                                                                |           |        | <b>\$0.00</b>     |
| <b>Balance Due</b>                                                                                                                                     |           |        | <b>\$5,970.50</b> |

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**Invoice**

Invoice #: 2591

Invoice Date: 12/31/2017

Due Date: 1/15/2018

Case:

Client Number:

**Bill To:**

Nancy Christian

304 Orland Street #39

Las Vegas, NV 89107

## Hourly Rates of Attorneys/Staff:

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Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                                                                                                                                                                                                                          | Hours/Qty | Rate   | Amount |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|--------|
| 12/15/17 Draft correspondence to J. Powell; Telephone conversation with J. Powell; Begin preparation of suggestion of death (TSB)                                                                                                                                                                                                                    | 2.5       | 350.00 | 875.00 |
| 12/15/17 Case discussion re: death of client (ZDH)                                                                                                                                                                                                                                                                                                   | 0.5       | 250.00 | 125.00 |
| 12/19/17 Telephone conversation with Trustee re: former trustees attempting to obtain remains of client against her wishes; Telephone conversation with Brandy at crematory; Review Nancy's Last Will and Testament; Prepare fax letter to Brandy with Last Will and Testament; Telephone conversations with J. Powell re: funeral home issues (TSB) | 1.7       | 350.00 | 595.00 |
| 12/19/17 Received call from attorney at funeral home regarding cremation dispute; Prepare instructions for estate matters (ALB)                                                                                                                                                                                                                      | 0.3       | 400.00 | 120.00 |
| 12/19/17 Draft email to J. Powell (ZDH)                                                                                                                                                                                                                                                                                                              | 0.5       | 250.00 | 125.00 |
| 12/20/17 Telephone call to Trustee re: lockout of Bluffpoint Dr. Property; Prepare instructions to constable (TSB)                                                                                                                                                                                                                                   | 0.3       | 350.00 | 105.00 |
| 12/20/17 Constable's fee (ADM)                                                                                                                                                                                                                                                                                                                       |           | 41.00  | 41.00  |
| 12/20/17 Filing fee for Writ = \$75.00; Bond Amount = \$250.00 (ADM)                                                                                                                                                                                                                                                                                 |           | 325.00 | 325.00 |
| 12/27/17 Telephone conversation with All American Locksmith re: delivery of keys to Bluff Point Dr property (TSB)                                                                                                                                                                                                                                    | 0.2       | 350.00 | 70.00  |

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Invoice #: 2591

Invoice Date: 12/31/2017

Due Date: 1/15/2018

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Client Number:

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Legal Assistants at \$75.00/hour

| Description                                                                                                                                           | Hours/Qty | Rate   | Amount     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|------------|
| 12/28/17 Call to Trustee re: keys to Bluff Point Dr. home; Telephone conversation with J. Powell re: case issues and address of former trustees (TSB) | 0.3       | 350.00 | 105.00     |
| 12/28/17 Telephone call to J. Utkin, Re: acting as Trustee of the Christian Family Trust (ZDH)                                                        | 0.2       | 250.00 | 50.00      |
| Total                                                                                                                                                 |           |        | \$2,536.00 |
| Payments/Credits                                                                                                                                      |           |        | \$0.00     |
| Balance Due                                                                                                                                           |           |        | \$2,536.00 |

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**Invoice**

Invoice #: 2659

Invoice Date: 1/15/2018

Due Date: 1/30/2018

Case:

Client Number:

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Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                     | Hours/Qty | Rate   | Amount          |
|-----------------------------------------------------------------------------------------------------------------|-----------|--------|-----------------|
| 01/03/18 Telephone conversation with J. Powell (ZDH)                                                            | 0.7       | 250.00 | 175.00          |
| 01/11/18 Telephone conversation with J. Powell (ZDH)                                                            | 0.3       | 250.00 | 75.00           |
| 01/11/18 Review NRCP 25; Draft email to Powell re: motion for substitution of Nancy's estate for Nancy (TSB)    | 0.2       | 350.00 | 70.00           |
| 01/12/18 Telephone conversation with J. Kirschner (ZDH)                                                         | 0.3       | 250.00 | 75.00           |
| 01/15/18 Review substitution from Powell; Draft email to Powell re: substituting estate and filing motion (TSB) | 0.1       | 350.00 | 35.00           |
| <b>Total</b>                                                                                                    |           |        | <b>\$430.00</b> |
| <b>Payments/Credits</b>                                                                                         |           |        | <b>\$0.00</b>   |
| <b>Balance Due</b>                                                                                              |           |        | <b>\$430.00</b> |

**ANTHONY L. BARNEY, LTD**

Attorneys and Counselors at Law

3317 W. Charleston Boulevard, Suite B  
Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonymbarney.com

**Invoice**

Invoice #: 2720

Invoice Date: 1/31/2018

Due Date: 2/15/2018

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107

## Hourly Rates of Attorneys/Staff:

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                                                                                     | Hours/Qty | Rate   | Amount   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|----------|
| 07/19/17 Postage to Nancy Christian (ADM)                                                                                                                                                                       |           | 3.29   | 3.29     |
| 08/31/17 Clark County Recorder's office - fee for recordation of trust documents (ADM)                                                                                                                          |           | 36.00  | 36.00    |
| 12/19/17 Postage to Joseph Powell, Esq. (ADM)                                                                                                                                                                   |           | 2.45   | 2.45     |
| 12/28/17 All American Locksmith - Fee to changes locks at BluffPoint Dr. Property (ADM)                                                                                                                         |           | 28.00  | 28.00    |
| 01/17/18 Court Appearance (ZDH)                                                                                                                                                                                 | 1.4       | 250.00 | 350.00   |
| 01/17/18 Discussion with Zach re: court appearance and future case issues (TSB)                                                                                                                                 | 0.2       | 350.00 | 70.00    |
| 01/22/18 Draft email to opposing counsel (ZDH)                                                                                                                                                                  | 0.1       | 250.00 | 25.00    |
| 01/25/18 Draft correspondence to counsel for new trustee re: payment of fees and lien on cases; Draft petition for fees and costs; Draft memorandum of costs and disbursements; Review billing statements (TSB) | 3.8       | 350.00 | 1,330.00 |
| 01/25/18 Payment to Wells Fargo for requested discovery documents in Christian Family Trust matter. Invoice #254711 (ADM)                                                                                       |           | 63.00  | 63.00    |
| 01/25/18 Draft email to opposing counsel (ZDH)                                                                                                                                                                  | 0.1       | 250.00 | 25.00    |

NOT A FINAL  
BILL**Total** \$1,932.74**Payments/Credits** \$0.00**Balance Due** \$1,932.74

# **Attachment 2**



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

Kennedy E. Lee, J.D.  
Partner  
Licensed in Nevada  
kenny@rkllegal.com

Daniel P. Kiefer, J.D.  
Partner  
Licensed in Nevada  
dan@rkllegal.com

Joseph J. Powell, J.D.  
Of Counsel  
Licensed in Nevada & California  
joey@rkllegal.com

January 4, 2018

Sent via U.S. mail and via e-mail to tiffany@anthonybarney.com

Tiffany Barney, Esq.  
Anthony Barney, Ltd.  
3317 W. Charleston Blvd, Suite B  
Las Vegas, Nevada 89102-1835

Re: Christian Family Trust/your letter dated December 19, 2017  
(Our File: 7745)

Dear Tiffany:

I am in receipt of your letter dated December 19, 2017 in which you have requested that my client, Monte Reason, the trustee of the Christian Family Trust (the "Trust"), either approve or reject, in writing, your request for payment from the Trust for the work that you performed on behalf of the late Nancy Christian relating to her rights as a co-settlor, and sole beneficiary, of the Trust during her lifetime.

I have spoken with Mr. Reason about your request and Mr. Reason has authorized me to confirm for you, via this correspondence, that he approves your request for payment in its entirety. With this said, as you are aware, Mr. Reason has no access to the liquid funds belonging to the Trust because of the actions taken by the former trustees of the Trust, Susan G. Christian-Payne, Raymond T. Christian, Jr., and Rosemary K. Christian-Keach, and in turn their attorney, Mr. Payne, who have placed all of the liquid funds in Mr. Payne's attorney trust account. As you are aware, a petition is pending before the Honorable Judge Ochoa to have this issue rectified. Therefore, please allow this to confirm that Mr. Reason intends to make payment on your fees when he is able to do so. However, as stated, he cannot do so at this time and does not know precisely when he will have the funds under his actual control to be able to issue payment to your firm.

Thank you for your attention to this matter. Please feel free to contact me at your convenience should there be a need to discuss this matter further.

Sincerely,

JOSEPH J. POWELL  
Attorney at Law

cc: client

---

1707 Village Center Circle, Suite 150, Las Vegas, NV 89134  
Telephone: 702.255.4552 | Fax: 702.255.4677  
<http://rkllegal.com> and <http://rkllegal.info>

# **Exhibit 5**



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

10 **EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 In the Matter of the

Case Number: P-17-092512-T

13 THE CHRISTIAN FAMILY TRUST

Dept.: S

14 Dated October 11, 2016

15 **MEMORANDUM OF COSTS AND DISBURSEMENTS**

|                            |           |
|----------------------------|-----------|
| 16 Filing Fees             | \$ 636.50 |
| 17 Runner Fees             | \$ 259.60 |
| 18 Postage Fees            | \$ 5.74   |
| 19 Witness Fees            | \$ 150.00 |
| 20 Service of Process Fees | \$ 865.00 |
| 21 Recording Fees          | \$ 142.00 |
| 22 Parking Fees            | \$ 7.00   |
| 23 Transcript Fees         | \$ 12.00  |
| 24 Constable Fees          | \$ 41.00  |
| 25 Bond                    | \$ 250.00 |

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Locksmith Fees \$ 108.33

Discovery Document Fees:

MED-R \$ 56.10

Chase Bank \$ 410.70

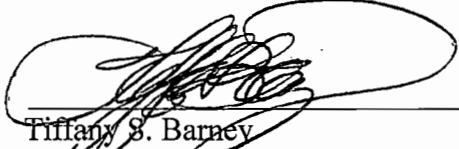
Voya \$ 25.00

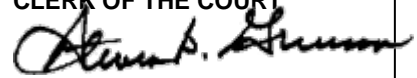
Wells Fargo \$ 63.00

**TOTAL: \$ 3,031.97**

I, Tiffany Barney, Esq., declares the following under penalty of perjury: I am the Declarant herein and am an employee of Anthony L. Barney, Ltd., in the above-entitled matter and have personal knowledge of the above costs and disbursements expended; that the items contained in the above memorandum are true and correct to the best of this Declarant's knowledge and belief; and that the said disbursements have been necessarily incurred and paid in this action. I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED on this 8<sup>th</sup> day of February, 2018.

  
Tiffany S. Barney



JERIMY L. KIRSCHNER, ESQ.  
Nevada Bar No. 12012  
JERIMY KIRSCHNER & ASSOCIATES, PLLC  
5550 Painted Mirage Rd., Suite 320  
Las Vegas, NV 89149  
Telephone: (702) 563-4444  
Fax: (702) 563-4445  
[jerimy@jkirschnerlaw.com](mailto:jerimy@jkirschnerlaw.com)

*Attorney for Jacqueline Utkin,  
Successor Trustee to the Christian Family Trust  
Dated October 11, 2016*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

In the Matter of the

THE CHRISTIAN FAMILY TRUST

Dated October 11, 2016

Case Number: P-17-092512-T

Dept.: (PC-1) 26

**NOTICE OF NON-OPPOSITION AND LIMITED JOINDER TO THE PETITION FOR  
FEES AND COSTS FOR ANTHONY L BARNEY, LTD.**

COMES NOW, Jacqueline Utkin ("Trustee"), Successor Trustee to the Christian Family Trust Dated October 11, 2016 ("CFT"), by and through her attorneys of record, Jeremy Kirschner & Associates, PLLC., and hereby files this Notice of Non-Opposition and Limited Joinder to the Petition for Fees and Costs for Anthony L Barney, Ltd. ("Non-Opposition").

1. The Trustee has reviewed the billing of Anthony L Barney, Ltd. included as part of their Petition for Fees and Costs ("Petition").

2. Nancy I. Christian ("Settlor Nancy") was one of the two settlors for the CFT, with the other being.

1           3. Settlor Nancy retained the law office of Anthony L. Barney, Ltd. ("Creditor") to  
2 make changes to her trust, and then to defend those changes before this court.

3           4. The billing for Creditor reflects that that the vast majority of their billing was  
4 incurred during Settlor Nancy's lifetime with small amount representing the Creditor's work  
5 wrapping up representation.

6           5. The CFT was not an asset protection trust, thus the creditor claims against the  
7 settlors can reach CFT property.

8           6. The fees of Creditor are a debt owed by Nancy and the assets of the trust are subject  
9 to this Creditor's claim.

10           7. Section 4.2 of the CFT authorizes the Trustee as the trustee to pay creditor claims,  
11 specifically:

12           4.2 **Payment of Debts.** After the death of the Decedent, the Trustee may, in the Trustee's  
13 sole discretion, pay from the income and/or principal of the Decedent's separate property  
14 and Decedent's one-half of the community property, which is a part of this Trust estate, the  
15 administrative expenses, the expenses of the last illness and funeral of the Decedent and  
16 any debt owed by the Decedent

17           8. The Trustee has not found a legal or factual basis for denial of the Creditor claim.

18           9. Trustee believes Creditor claims are a debt owed by Settlor Nancy which she would  
19 pay.

20           10. The Trustee is unable to make payment of these funds directly because Rosemary K.  
21 Christian-Keach, Susan G. Christian-Payne and Raymond T. Christian, Jr., (Collectively, "RSR  
22 Beneficiaries") have placed CFT funds into an account under their control and one for which they  
23 list themselves as "Trustees for the Christian Family Trust."  
24

25           11. RSR Beneficiaries have not provided proof of the accounts being frozen.  
26  
27  
28

12. As part of relief for this matter, Trustee would request these funds be transferred to an account under her control so that she might make payment and that RSR be required to provide the EIN for the trust, which they have refused to provide to date.

DATED this 21<sup>st</sup> day of February, 2018.

JERIMY KIRSCHNER & ASSOCIATES, PLLC

/s/ Jerimiy L. Kirschner, Esq.

JERIMY L. KIRSCHNER, ESQ.

Nevada Bar No. 12012

5550 Painted Mirage Rd., Suite 320

Las Vegas, NV 89149

Attorney for Jacqueline Utkin, Successor Trustee to the Christian Family Trust Dated October 11, 2016

**VERIFICATION OF JACQUELINE UTKIN FOR PETITION TO CONFIRM**

**SUCCESSOR TRUSTEE**

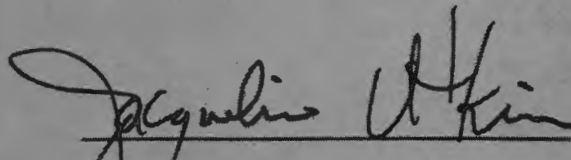
I, JACQUELINE UTKIN, declare that:

1. I am submitting NOTICE OF NON-OPPOSITION AND LIMITED JOINDER TO THE PETITION FOR FEES AND COSTS FOR ANTHONY L BARNEY, LTD.
2. I know the contents of the Petition, which I know to be true of my own knowledge, except for those matters stated on information and belief.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Date

Feb 21, 2018

  
Jacqueline Utkin

**CERTIFICATE OF SERVICE**

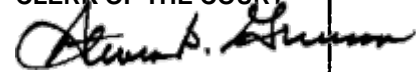
I hereby certify that I am an employee of Jeremy Kirschner & Associates, PLLC, and on February 23, 2018, I caused a copy of the foregoing NOTICE OF NON-OPPOSITION AND LIMITED JOINDER TO THE PETITION FOR FEES AND COSTS FOR ANTHONY L BARNEY, LTD. to be served through the electronic court filing system or via first class, US mail, postage prepaid upon the following persons/entities:

Cary Colt Payne, Esq.  
Cary Colt Payne, Chtd.  
700 S. 8th St.  
Las Vegas, NV 89101

*Attorney for Susan Christian-Payne,  
Rosemary Keach and Raymond Christian, Jr.*

Joey Powell, Esq.  
Rushforth, Lee & Kiefer LLP  
1707 Village Center Circle, Suite 150  
Las Vegas, NV 89134  
*Attorney for Monte Reason*

/s/ Sarah Mintz  
An Employee of JERIMY KIRSCHNER & ASSOCIATES, PLLC



**OPPS**

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

**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:      | 3/28/18       |
|                        | ) | Time:      | 2:00 PM       |
| ~~~~~                  | ) |            |               |
| SUSAN CHRISTIAN-PAYNE, | ) |            |               |
| ROSEMARY KEACH AND     | ) |            |               |
| RAYMOND CHRISTIAN      | ) |            |               |
| Petitioners,           | ) |            |               |
| -vs-                   | ) |            |               |
|                        | ) |            |               |
| NANCY I CHRISTIAN and  | ) |            |               |
| MONTE REASON and       | ) |            |               |
| JACQUELINE UTKIN       | ) |            |               |
| Respondents.           | ) |            |               |
| ~~~~~                  | ) |            |               |

**OPPOSITION TO PETITION TO CONFIRM SUCCESSOR TRUSTEE;  
COUNTERPETITION FOR REINSTATEMENT OF CO-PETITIONERS**

COMES NOW Petitioners, SUSAN CHRISTIAN-PAYNE, ROSEMARY KEACH and RAYMOND CHRISTIAN, original co-trustees and primary 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 to Confirm Successor Trustee 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.





## I. POINTS AND AUTHORITIES

### A. Introduction

As the court knows:

(1) Grantor Nancy Christian passed December 14, 2017;

(2) Monte Reason' resigned as the nominated but not confirmed trustee and has attempted to nominate a new trustee, who is severely conflicted.

Grantor, Raymond T. Christian died January 31, 2017. Grantor Nancy I. Christian died December 14, 2017.

As of the date of Grantor Nancy's death, The Christian Family Trust u.a.d. 10/11/16 became fully vested, and subject to distribution, termination, etc. The Petitioners, SUSAN CHRISTIAN-PAYNE, ROSEMARY KEACH and RAYMOND CHRISTIAN, are the now fully vested primary beneficiaries of the trust (60% of the Dancing Vines sole property proceeds & 100% trust corpus remainder beneficiaries). The only two beneficiaries that the court has not heard about are Tommy Christian and Christopher Christian, who are the siblings of the Petitioners, special needs and have been taken care of by Petitioner, Susan Christian Payne. The other beneficiary is Monte Reason (of only 10% (\$19,470.45) of Dancing Vines proceeds).

The Petitioners have always maintained that they were the original Co-Trustees and signatories to the Trust Agreement. This was intentional as their father Raymond Christian, Sr. did not trust Monte Reason, and his ability to persistently influence his mother, Nancy Christian. Monte Reason is Nancy's son from another relationship, and not the biological child of Trustor, Raymond Christian, Sr. Petitioners continue to assert that Nancy Christian (party to the agreement) wrongfully replaced the petitioners as trustees and improperly nominated Monte.





1  
2 While only "nominated", given the court involvement at the time, Monte was never  
3 confirmed as trustee by the court.

4 Monte has now "resigned" in favor of the Petitioner's elderly aunt who resides in  
5 Hawaii. The problem is that Monte was never confirmed to be the trustee, therefore  
6 never having the authority to bind the trust, and his "nomination" of Ms. Utkin is worthless.

7  
8 Given that this trust is now in the final administration state as both grantors have  
9 died, bringing in another trustee to simply administer, distribute and close out the trust,  
10 continuing to bring further petitions, and unnecessary and/or needless litigation and  
11 diminishes the trust. At Utkin/Kirschner's the first hearing/appearance in this matter, they  
12 kept demanding they want an accounting. For what purpose.

13 It is estimated that between Nancy's attorney, Monte's attorney and now  
14 Jacqueline's attorney will request combined amounts of easily \$100,000+, one-fourth of  
15 the trust's cash corpus. The Barney firm is now requesting approximately \$62,000 +/-  
16 (petition filed 2/8/18).

17  
18 In prior pleadings filed with the court, there were issues with Monte Reason being  
19 nominated as trustee, which was noted in the court's decision issued October 31, 2017:

20  
21 "In addition, there is the question of exploitation, fraud, duress, or undue  
22 influence by the newly appointed trustee Monte Reason over his mother,  
23 Nancy. Petitioners are the original trustees and the children of the  
24 grantors."

25 Nothing has changed, except Nancy has died. Monte was improperly nominated  
26 as trustee. He was never confirmed as trustee by the court, and therefore had no court  
27 approved authority to even act. If he had no authority to act, by virtue of the court never  
28 confirming him as trustee, his nomination of Jacqueline Utkin is equally improper, and her  
petition should be denied. The only purpose would be to incur further fees, and/or confirm  
Barney's fees.



**B. Utkin/Her Attorney have severe conflicts**

Unfortunately, Ms. Utkin (and her attorney) also have numerous, serious conflicts of interest. She has already advocated her "personal opinions" which are inconsistent with her potential trust duties.

In her Declaration (prepared by the Barney firm not her current counsel) (**Exhibit "A"**-any emphasis added), she claims to have a "personal" derision against the primary beneficiaries, and therefore it is impossible for her to be neutral. One example is she claims that the beneficiaries are "terrible abusive children". As she lives in Hawaii, she has no direct knowledge by what she personally saw or heard, and her entire declaration is full of hearsay. She was brought in and identified as a "witness" by the Barney firm (**See Response to Interrogatories-Exhibit "B"**).

Further, it appears that Ms. Utkin/her attorney is attempting to extort an agreement to agree to have his client appointed as trustee. (see emails-Exhibit D") While allegedly nominated, Ms. Utkin has not and should not be confirmed as trustee, and as such is not entitled to confidential trust information. Mr. Kirschner is demanding the EIN for the trust, apparently with the foregone conclusion that Ms. Utkin is entitled to that information. (**Exhibit "C"**). On the other hand, after the Barney's petition for fees, an email (**Exhibit "D"**) was sent, since Ms. Utkin wants to act as trustee (obtaining EIN) regarding objecting to the Barney firm' fees. If she was the trustee as Mr. Kirschner claimed then she and her attorney should be ready, willing and able to object to the Barney firm fees. Instead, Mr. Kirschner falls back on the fact that Ms. Utkin is not confirmed as trustee and will only do so if the petitioners agree to her appointment. *Id.*

This agreement is now confirmed by Mr. Kirschner's filing of his Non-Opposition filed February 23, 2018.



### C. The Agreement to put Utkin in "position"

It should be noted that Mr. Kirschner, per his documents filed in this matter January 15, 2018, with the filing of his Notice of Substitution of Real Party in interest. Apparently, the Barney firm has a prior ongoing, continuing relationship with Mr. Kirschner, as they are co-counsel on at least one matter, and was cc'd in correspondence in another matter which is a matter of public record. (**Exhibit "E"** –non-pertinent information redacted)

In fact, the Barney firm contacted Mr. Kirschner to represent Ms. Utkin (**Exhibit "G"**- Barney billing entry dated 1/12/18)

It is clear that there has been "agreement", despite Ms. Utkin's not being confirmed as a trustee, that there is an understanding between the Barney firm and Mr. Kirschner as to Barney's fees. Attached is correspondence from the Barney firm and Mr. Kirschner, seeking payment from the trust, from a non-confirmed trustee. Per the email (email and letter as **Exhibit "F"**) dated January 26, 2018, at 11:19 am, it is clear that they seek to make a case for their bills to be "pre-approved" prior to any petition ever being filed. Mr. Kirschner filed his petition to confirm Ms. Utkin about an hour later that day (1/26/18 @12:19 pm) Billing statements (**Exhibit "G"**) indicate their formal contact at that time. A few days later, on February 1, 2018, Mr. Kirschner emails the Barney firm that all of their fees will be approved, under her role as trustee. (**Exhibit "H"**) The Petition for fees was filed February 6, 2018. No one sought out what the beneficiaries thought about this "behind the scene" agreements for obvious reasons.

1  
2 What has been done is create the "litigation train" for yet another attorney/party to  
3 come into litigation to continue to accrue attorney's fees/costs, and expect to be paid from  
4 the trust, in violation of the beneficiaries' rights. It is suggested that Ms. Utkin's litigation  
5 counsel has a severe conflict with the Barney firm, and therefore should not be permitted  
6 to appear as an attorney for the trust in these matters.  
7

8 Whose interest is Mr. Kirschner representing - the trust, a potential trustee, the  
9 beneficiaries, or all? Or is it the "guarantee" of the payment of the Barney firm's fees?

10 The Barney firm and Mr. Kirschner have a history of already being co-counsel, or  
11 apparently, as seen herein (Exhibits "E"- "H"), the referral to keep matters "all in the  
12 family".  
13

14 Mr. Kirschner refuses to object to the Barney's firm request for fees, but indicated  
15 that if the petitioners support a stipulation that Ms. Utkin be trustee, he would do so.  
16 Given the prior agreement with the Barney firm, how could that be possible, especially  
17 now that Mr. Kirschner has formally not willing to oppose?  
18

19 Mr. Kirschner apparently is not aware of whose interests he actually represents,  
20 and is in an untenable position. Were his client be confirmed as trustee, he would have a  
21 duty to advise her that she would have the duty to protect the trust only for the  
22 beneficiaries. He cannot be making agreements for the payment of improper fees, even  
23 prior to his client actually being confirmed as trustee, and then email the beneficiaries  
24 counsel, basically saying that they will object if the petitioners agree that Ms. Utkin be  
25 trustee. Mr. Kirschner has refused to even answer simple basic questions (**Exhibit "I"**)  
26  
27  
28



**C. Trustee's Duty is to the Beneficiaries**

Pursuant to the Trust, the beneficiaries of the Trust are as follows:

(1) as to the proceeds of the sale of the Dancing Vines property (\$194,704.59), see Trust ¶6.1 (a)-(f):

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

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

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

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

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

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

(2) The rest, residue and remainder of the Trust Estate, including all cash (\$234,134.34) and the real properties located at 2848 Bluff Point Drive, Las Vegas, Nevada and 37920 Grandview Ave., Yermo, California, see Trust ¶6.2:

Rosemary K. Christian-Keach (one third – 33⅓%) outright, free of trust;

Raymond T. Christian, Jr. (one third – 33⅓%) outright, free of trust;

Susan G. Christian-Payne (one third – 33⅓%) outright, free of trust;

The above noted property is the totality of all trust assets.

The court, since the commencement of this action has not ruled on the requests of the petitioners to be reinstated as co-trustees, which at this point is the best cost-effective manner.

A trustee has the duty to be generally prudent, with a duty to act, duty to carry out the terms of the trust, duty to be loyal to the trust. See generally, Loring, A Trustee's Handbook and Restatement of Trust. (courtesy copy attached) Further, see §6.2.3 Duty of Confidentiality, §6.2.5 Duty of Impartiality, §6.2.6 Duty not to attack the trust, §6.2.8 duty to administer promptly and efficiently.





At this point in time, any fiduciary's, role is to protect the trust for the beneficiaries, who for the majority part, are the Petitioners, who have not and cannot trust Jacqueline Utkin to perform any fiduciary role for the *Petitioner's best interests* as the majority beneficiaries. How can she, with the back door agreements between the attorneys be neutral? Her job would be to preserve the trust for the beneficiaries, not back door deals between attorneys, even before a petition to confirm her is filed.

Ms. Utkin is elderly, and her capacity to perform such duties are questioned, and as such may not even be qualified to act. It is requested that an offer of proof from a neutral medical physician (not Ms. Utkin's regular physician) with a report so stating, as to her capacity and qualifications to act.

It has been suggested that as Monte Reason was never confirmed as trustee, (the court initially had a problem with his ability to serve), he had no authority to act, and therefore could not legally nominate Ms. Utkin. The Trust, at Article 8, paragraph 8.1 states:

#### 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.**  
[Emphasis added]

As has been argued, if Monte was not legally confirmed as trustee, and could not nominate Ms. Utkin, then the trust currently has no successor trustee, and the final sentence in paragraph 8.1 comes into play, wherein the majority of the adult beneficiaries entitled to distribution are entitled to appoint a trustee. The Petitioners are

1  
2 the majority, and once again, seek reinstatement of their co-trusteeship, as original  
3 signatories to the trust.

4 That given the current circumstances, there is no further reason for this case to  
5 continue with even more litigation. It is requested that all pending petitions/motions be  
6 denied/vacated, and to reinstate the petitioners as co-trustees herein be granted, and this  
7 case proceed to distribution and dismissal.  
8


## 9 II. CONCLUSION

10 The Trust need to do nothing but final administration and/or distribution. All of the  
11 minutae in the various pending petitions/motions no longer matter.

12 The primary beneficiaries have unanimously spoken they want the trust distributed.  
13 They also have a common law right to unanimously select any vacancy.  
14

15 Prolonging the inevitable (distribution and termination) is not in the beneficiaries or  
16 the Trust's best interests. The only thing which prolonging this matter is unwarranted  
17 attorney's fees and unnecessary litigation. Now that Nancy has become deceased, the  
18 only issues are the confirmation of the reinstatement of the petitioners as co-trustees, and  
19 the final distribution of the Trust to the named beneficiaries, which will be best suited  
20 having the Petitioners, the primary beneficiaries.  
21

22 Dated: February 22, 2018.

23   
24 CARY COLT PAYNE, ESQ.  
25 Nevada Bar No.: 4357  
26 CARY COLT PAYNE, CHTD.  
27 700 South Eighth Street  
28 Las Vegas, Nevada 89101



CARY COLT PAYNE, CHTD.

700 South Eighth Street  
Las Vegas, Nevada 89101

Tel: 702.383.9010 • Fax 702.383.9049




**DECLARATION/VERIFICATION OF SUSAN CHRISTIAN PAYNE**

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

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

Dated: February 16, 2018

  
SUSAN CHRISTIAN PAYNE



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



DECLARATION/VERIFICATION OF ROSEMARY KEACH

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

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

Dated: February 20, 2018

  
ROSEMARY KEACH

CARY COLT PAYNE, CHTD.

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



DECLARATION/VERIFICATION OF RAYMOND CHRISTIAN

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

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

Dated: February 20, 2018

  
RAYMOND CHRISTIAN



## CERTIFICATE OF SERVICE

The undersigned hereby certifies that on February 22, 2018, 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).

Jerimy Kirschner, Esq.  
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Attorney for Monte Reason, (beneficiary)

  
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

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**COURTESY COPIES**

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**Loring**  
**A Trustee's Handbook**  
**2007 Edition**

This is a new edition of *Loring A Trustee's Handbook*. It replaces all prior editions of *Loring A Trustee's Handbook* (including the 7th Edition). Please discard all previous editions.

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beneficiary's request (and ordinarily *required* if demanded) is for the trustee simply to send a copy of the instrument when the request is made.<sup>31</sup>

Under the Uniform Trust Code, the settlor may waive the duty to provide a beneficiary upon request with a copy of the trust instrument and the requirement that the trustee provide annual reports to the "qualified beneficiaries."<sup>32</sup> "The furnishing of a copy of the entire trust instrument and preparation of annual reports may be required in a particular case, however, if such information is requested by a beneficiary and is reasonably related to the trust's administration."<sup>33</sup>

Upon the death of the settlor of a revocable trust, the trustee upon request may be obliged to furnish those succeeding to the equitable interests with a copy of the instrument.<sup>34</sup> In one jurisdiction, by statute, this obligation extends upon request to the "heirs" of the deceased settlor.<sup>35</sup>

#### §5.4.1.2 Right to Prompt and Efficient Administration

Upon acceptance of a trusteeship, the trustee shall administer the trust in good faith.<sup>36</sup> The beneficiary's equitable interest is an interest in property. Thus, to the extent the trustee is dilatory or inefficient in the administration of his trust, he interferes with that property interest and is in breach of trust.<sup>37</sup> Where, for example, a trustee is directed to pay the trust's income to a beneficiary for life or a designated period, in the absence of other direction the beneficiary is entitled to have the net income of the trust property paid to him or her at reasonable intervals, normally monthly or quarter-annually, but at least annually.<sup>38</sup> The beneficiary has a right to expect that his or her checks will arrive on time, that tax returns will be filled out properly and filed when due, that investment decisions will be

<sup>31</sup> Restatement (Third) of Trusts §82, cmt. e.

<sup>32</sup> Uniform Trust Code §105 cmt. (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>).

<sup>33</sup> *Id.*

<sup>34</sup> *Cf. id.* §813(b)(3) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (requiring the trustee of a revocable trust within 60 days after acquiring knowledge of the settlor's death to notify the qualified beneficiaries, usually the current beneficiaries and the presumptive remaindermen, of the trust's existence, of the identity of the settlor or settlors, of the right to request a copy of the trust instrument, and of the right to a trustee's report).

<sup>35</sup> Cal. Prob. Code §16061.5 (1999).

<sup>36</sup> Uniform Trust Code §801 (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>).

<sup>37</sup> See Bogert, Trusts and Trustees §541 n.60 and accompanying text (the requirement of diligence applies to the uncompensated as well as the compensated trustee). See also §8.33 of this handbook (Is the Level of an Uncompensated Trustee's Duty of Care Less Than That of a Compensated Trustee?).

<sup>38</sup> Restatement (Third) of Trusts §49, cmt. c(1).



The trustee is not an agent of the beneficiary. Thus the beneficiary has no inherent common law right to appoint or remove the trustee, nor to direct the trustee or even have the beneficiary's advice considered by the trustee.<sup>65</sup> The beneficiary can bring an action to remove the trustee, but there must be grounds for removal,<sup>66</sup> and the ultimate decision rests with the court.

The settlor, however, may bestow on the beneficiary by express language in the governing instrument any one or more of these rights as against the trustee. These rights may be exercised even when the trustee is not at fault, if such is the wish of the settlor. The prospective trustee should be aware of all such common law derogations that may lurk in a governing instrument. The existence of certain ones—such as the right to give investment directions—may bear on how the trustee's services should be priced or on the advisability of even taking on the trusteeship at all.<sup>67</sup> Directed trustees have not always been certain of their oversight responsibilities.<sup>68</sup>

The Uniform Trust Code endeavors to correct the situation: If the terms of a trust confer upon a person other than the settlor of a revocable trust power to direct certain actions of the trustee, the trustee shall act in accordance with an exercise of the power unless the attempted exercise is manifestly contrary to the terms of the trust or the trustee knows the attempted exercise would constitute a serious breach of a fiduciary duty that the person holding the power owes to the beneficiaries of the trust.<sup>69</sup> A trustee who is subject to a veto power would have heightened oversight responsibilities. "A trustee who administers a trust subject to a veto power occupies a position akin to that of a cotrustee and is responsible for taking

<sup>65</sup> See 2 Scott on Trusts §§107.3, 185.

<sup>66</sup> Uniform Trust Code §706(a) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (granting a beneficiary among others standing to petition the court to remove a trustee). See generally Bogert, Trusts and Trustees §527 (Grounds for Removal); §7.2.3.6 of this handbook (Removal). See also Uniform Trust Code §706 (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (providing that a court has the discretion to remove a trustee not only for serious breaches of trust but also for lack of cooperation among cotrustees; for "persistent failure of the trustee to administer the trust effectively"; because of a "substantial change of circumstances"; or in response to a removal request by all of the qualified beneficiaries).

<sup>67</sup> Bogert, Trusts and Trustees §122.

<sup>68</sup> See §6.1.4 of this handbook (Duty to Give Personal Attention (Not to Delegate)). See also Uniform Trust Code §808(b) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (providing that if the terms of a trust confer upon a person other than the settlor of a revocable trust power to direct certain actions of the trustee, the trustee shall act in accordance with an exercise of the power unless the attempted exercise is manifestly contrary to the terms of the trust or the trustee knows the attempted exercise would constitute a serious breach of a fiduciary duty that the person holding the power owes to the beneficiaries of the trust).

<sup>69</sup> Uniform Trust Code §808(b) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>).



appropriate action if the third party's refusal to consent would result in a serious breach of trust."<sup>70</sup>

The Uniform Trust Code provides that a vacancy in a trusteeship required to be filled shall be filled by a person designated in the terms of the trust to act as successor trustee.<sup>71</sup> When there is no such designation, the vacancy shall be filled by a person appointed by unanimous agreement of the qualified beneficiaries.<sup>72</sup> If all else fails, the vacancy shall be filled by a person appointed by the court.<sup>73</sup> Of course, the court always possesses equitable powers to appoint an additional trustee or special fiduciary "whenever the court considers the appointment necessary for the administration of the trust."<sup>74</sup>

It goes without saying that a beneficiary who holds a power of appointment has constructive authority to remove the trustee. A living beneficiary who possesses a right of revocation or other form of general inter vivos power of appointment unilaterally may remove the trustee.<sup>75</sup> So also may the beneficiary who possesses a general testamentary power of appointment, but not during the beneficiary's lifetime. This is because a will speaks at death.<sup>76</sup> Inherent in a general power of appointment, *e.g.*, the right to appoint property outright and free of trust to oneself or one's estate, is the lesser right to remove the trustee. A beneficiary may effectively terminate a trustee's tenure through the exercise of a limited/special power of appointment as well, either by an appointment of the property to another trustee in further trust if such an appointment is permitted by case law, statute, or the governing instrument, or by an appointment outright and free of trust to a third-party permissible appointee.

#### §5.4.1.7 Right to Conveyance

The remainderman has a right to conveyance of the trust property within a reasonable time after the trust has terminated, assuming title has not already vested in the remainderman by operation of law.<sup>77</sup>

<sup>70</sup> *Id.* §808 cmt. (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>).

<sup>71</sup> *Id.* §704(c)(1) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>).

<sup>72</sup> *Id.* §704(c)(2) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>). Qualified beneficiaries are essentially the current beneficiaries and the presumptive remaindermen. *Id.* §103(12) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (defining the term *qualified beneficiary*).

<sup>73</sup> *Id.* §704(c)(3) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>).

<sup>74</sup> *Id.* §704(d) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>).

<sup>75</sup> *Id.* §603(d) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>).

<sup>76</sup> *Id.* §602 cmt. (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>).

<sup>77</sup> Restatement (Second) of Trusts §345 cmt. c (1959). See generally §3.5.1 of this handbook (Nature and Extent of the Trustee's Estate) and §8.15.1 of this handbook (Statute of Uses).



The trustee is not an agent of the beneficiary. Thus the beneficiary has no inherent common law right to appoint or remove the trustee, nor direct the trustee or even have the beneficiary's advice considered by the trustee.<sup>65</sup> The beneficiary can bring an action to remove the trustee there must be grounds for removal,<sup>66</sup> and the ultimate decision rests with the court.

The settlor, however, may bestow on the beneficiary by express language in the governing instrument any one or more of these rights against the trustee. These rights may be exercised even when the trustee is not at fault, if such is the wish of the settlor. The prospective trustee should be aware of all such common law derogations that may lurk in the governing instrument. The existence of certain ones—such as the right to give investment directions—may bear on how the trustee's services should be priced or on the advisability of even taking on the trusteeship at all. Directed trustees have not always been certain of their oversight responsibilities.<sup>68</sup>

The Uniform Trust Code endeavors to correct the situation: If the terms of a trust confer upon a person other than the settlor of a revocable trust power to direct certain actions of the trustee, the trustee shall act in accordance with an exercise of the power unless the attempted exercise is manifestly contrary to the terms of the trust or the trustee knows that the attempted exercise would constitute a serious breach of a fiduciary duty that the person holding the power owes to the beneficiaries of the trust.<sup>67</sup> A trustee who is subject to a veto power would have heightened oversight responsibilities. "A trustee who administers a trust subject to a veto power occupies a position akin to that of a cotrustee and is responsible for taking

<sup>65</sup> See 2 Scott on Trusts §§107.3, 185.

<sup>66</sup> Uniform Trust Code §706(a) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (granting a beneficiary among others standing to petition the court to remove a trustee). See generally Bogert, Trusts and Trustees §527 (Grounds for Removal) §7.2.3.6 of this handbook (Removal). See also Uniform Trust Code §706 (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (providing that a court has the discretion to remove a trustee not only for serious breaches of trust but also for lack of cooperation among cotrustees; for "persistent failure of the trustee to administer the trust effectively"; because of a "substantial change of circumstances"; or in response to a removal request by all of the qualified beneficiaries).

<sup>67</sup> Bogert, Trusts and Trustees §122.

<sup>68</sup> See §6.1.4 of this handbook (Duty to Give Personal Attention (Not to Delegate)). See also Uniform Trust Code §808(b) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (providing that if the terms of a trust confer upon a person other than the settlor of a revocable trust power to direct certain actions of the trustee, the trustee shall act in accordance with an exercise of the power unless the attempted exercise is manifestly contrary to the terms of the trust or the trustee knows the attempted exercise would constitute a serious breach of a fiduciary duty that the person holding the power owes to the beneficiaries of the trust).

<sup>69</sup> Uniform Trust Code §808(b) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>).

**Termination.** A beneficiary may terminate a trust without court permission if there is express authority to do so in the governing instrument.<sup>130</sup> A beneficiary who holds a power of appointment may terminate the trust by exercising that power. Someone else who holds a power may do so as well at the beneficiary's request. Again, no court involvement would be required. A beneficiary may terminate an irrevocable inter vivos trust without going to court if the beneficiary obtains the consent of the trustee and all the other beneficiaries, including all the remaindermen.<sup>131</sup> In some cases, the settlor's consent would be required as well.<sup>132</sup> The court would have to get involved if a beneficiary who possesses no express right of termination or general power of appointment were to seek termination of a testamentary trust or termination of any trust that is in part or in whole for the benefit of unrepresented<sup>133</sup> minors, incompetents, persons unborn, or persons unascertained.<sup>134</sup> Only the court may appoint a guardian ad litem.<sup>135</sup> Even if the beneficiary were the only one with the equitable interest, a court in the United States probably would not order termination

<sup>130</sup> For a discussion of the termination rights of a settlor of a revocable trust, see §8.2.2.2 of this handbook.

<sup>131</sup> See, e.g., *Estate of Cord*, 58 N.Y.2d 539, 449 N.E.2d 402, 462 N.Y.S.2d 622 (1983). See generally §8.2.2.1 of this handbook (Mid-course Modification, Termination, or Rescission of the Irrevocable Trust).

<sup>132</sup> See generally §4.1.2 of this handbook (Donor Standing: Reversionary and Expectation Interests).

<sup>133</sup> See generally Uniform Trust Code Art. 3 (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (dealing with representation of beneficiaries, e.g., personal representatives, trustees, guardians, and conservators, and what is known as virtual representation).

<sup>134</sup> See, e.g., *Nitsche v. St. Clair State Bank*, 46 S.W.3d 682 (Mo. App. 2001) (declining to approve the termination of a trust without the consent of the unborn and unascertained contingent remainder interests or their disinterested representatives). See generally §8.14 of this handbook (When a Guardian ad Litem (or Special Representative) Is Needed: Virtual Representation Issues) and §8.11 of this handbook (What Are the Duties of the Trustee of a Revocable Inter Vivos Trust?) (noting that the holder of a right of revocation or general inter vivos power of appointment may terminate a trust and in so doing extinguish the contingent interests of the other beneficiaries including the unborn and unascertained remaindermen). The holder of a general testamentary power of appointment could, under certain circumstances, consent to the termination of an irrevocable trust notwithstanding the interests of the unborn and unascertained remaindermen. See generally Uniform Trust Code §302 (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (providing that to the extent there is no conflict of interest between the holder of a general testamentary power of appointment and the persons represented with respect to the particular question or dispute, the holder may represent and bind persons whose interests, as permissible appointees, takers in default, or otherwise, are subject to the power).

<sup>135</sup> Cf. Uniform Trust Code §305 (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (substituting the term *representative* for the term *guardian ad litem* in part to signal that a representative may consider general benefit accruing to the living members of the family of the otherwise unrepresented beneficiary).

A person who actually pays for and receives title and possession knowing that the transfer is in violation of the beneficiary's prior rights holds the property in constructive trust for the beneficiary.<sup>124</sup> This holds true if the person ought to have known of the outstanding beneficial interest.<sup>125</sup> In ancient Rome, the result would have been quite different had the property been held by a *fiduciarius*. A *fiducia* was similar to a common law trust in that the *fiduciarius* took title to property for the benefit of someone else. Moreover, creditors of the *fiduciarius* could not get at the property. There is an important difference, however, between the *fiducia* concept and the trust concept: if a *fiduciarius* transferred the property to a non-BEP, the beneficiary was essentially a general creditor whose only recourse was to go against the *fiduciarius* personally.<sup>126</sup> He could not go against the transferee of the property.

#### §5.4.3 Beneficiary's Right to Legal Fees from Trust Estate or from Trustee Personally

In litigation involving a good faith difference of opinion among the parties to a trust as to the meaning of a material trust term, the beneficiaries may be entitled to reimbursement for their legal fees *from the trust estate*. This matter is covered in Section 8.13 of this handbook.<sup>127</sup> In litigation against a trustee for breach of trust, the beneficiary, if successful, may be entitled to have the beneficiary's legal fees made a personal obligation of the trustee.<sup>128</sup>

#### §5.4.4 Beneficiary's Right to Terminate the Trust

*This protective measure, securing the rights of cestuis que trustent to grant or withhold consent . . . [to the revocation or amendment of a trust] . . . was the aftermath of legislative indulgence of settlors of trusts, who, having foundered in the 1907 economic depression, sought to find a financial comeback by access to assets they had locked into trusts in earlier times.*<sup>129</sup>

<sup>124</sup> 3 Section on Trusts §402.1.

<sup>125</sup> Bogert, *Trusts and Trustees* §504.

<sup>126</sup> Johnson & Johnson, *1 Modern and Multigenerational Estate Planning* 122 (1999).

<sup>127</sup> Bogert, *Trusts and Trustees* §571. See also §§15.13 of this handbook (Common Fund Doctrine).

<sup>128</sup> Bogert, *Trusts and Trustees* §571.

<sup>129</sup> Estate of *Smith*, 35 N.Y.2d 309, n.3, 449 N.E.2d 402, n.3, 462 N.Y.S.2d 622 (1975) (referring to EPTL 7-1.9 (New York) under which formal consent of all parties "beneficially interested" in a trust is a prerequisite to its revocation or amendment).



**Termination.** A beneficiary may terminate a trust without court permission if there is express authority to do so in the governing instrument.<sup>130</sup> A beneficiary who holds a power of appointment may terminate the trust by exercising that power. Someone else who holds a power may do so as well at the beneficiary's request. Again, no court involvement would be required. A beneficiary may terminate an irrevocable inter vivos trust without going to court if the beneficiary obtains the consent of the trustee and all the other beneficiaries, including all the remaindermen.<sup>131</sup> In some cases, the settlor's consent would be required as well.<sup>132</sup> The court would have to get involved if a beneficiary who possesses no express right of termination or general power of appointment were to seek termination of a testamentary trust or termination of any trust that is in part or in whole for the benefit of unrepresented<sup>133</sup> minors, incompetents, persons unborn, or persons unascertained.<sup>134</sup> Only the court may appoint a guardian ad litem.<sup>135</sup> Even if the beneficiary were the only one with the equitable interest, a court in the United States probably would not order termination

<sup>130</sup> For a discussion of the termination rights of a settlor of a revocable trust, see §8.2.2.2 of this handbook.

<sup>131</sup> See, e.g., *Estate of Cord*, 58 N.Y.2d 539, 449 N.E.2d 402, 462 N.Y.S.2d 622 (1983). See generally §8.2.2.1 of this handbook (Mid-course Modification, Termination, or Rescission of the Irrevocable Trust).

<sup>132</sup> See generally §4.1.2 of this handbook (Donor Standing: Reversionary and Expectation Interests).

<sup>133</sup> See generally Uniform Trust Code Art. 3 (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (dealing with representation of beneficiaries, e.g., personal representatives, trustees, guardians, and conservators, and what is known as virtual representation).

<sup>134</sup> See, e.g., *Nusche v. St. Clair State Bank*, 46 S.W.3d 682 (Mo. App. 2001) (declining to approve the termination of a trust without the consent of the unborn and unascertained contingent remainder interests or their disinterested representatives). See generally §8.14 of this handbook (When a Guardian ad Litem (or Special Representative) Is Needed: Virtual Representation Issues) and §8.14 of this handbook (What Are the Duties of the Trustee of a Revocable Inter Vivos Trust?) (noting that the holder of a right of revocation or general inter vivos power of appointment may terminate a trust and in so doing extinguish the contingent interests of the other beneficiaries including the unborn and unascertained remaindermen). The holder of a general testamentary power of appointment could, under certain circumstances, consent to the termination of an irrevocable trust notwithstanding the interests of the unborn and unascertained remaindermen. See generally Uniform Trust Code §302 (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (providing that to the extent there is no conflict of interest between the holder of a general testamentary power of appointment and the persons represented with respect to the particular question or dispute, the holder may represent and bind persons whose interests as permissible appointees, takers in default, or otherwise, are subject to the power).

<sup>135</sup> Cf. Uniform Trust Code §303 (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>) (substituting the term *representative* for the term *guardian ad litem* in part to signal that a representative may consider general benefit accruing to the living members of the family of the otherwise unrepresented beneficiary).

If the general inter vivos power, on the other hand, is only exercisable with the consent of the trustee, another beneficiary, or a third party not beneficially interested, then the interests of the other beneficiaries are less easily subverted by the holder.<sup>243</sup> This is because the holder's power then would not be the equivalent of ownership. A single-holder general inter vivos power of appointment subject to another's consent is not to be confused with a jointly held general inter vivos power of appointment (or power of withdrawal), which can only be exercised by all holders acting in concert. The joint power is a property-equivalent that belongs to the holders collectively. It would enable them, acting in concert, to issue binding instructions to the trustee, to include instructions that if carried out could have the effect of subverting the interests of the other beneficiaries.<sup>244</sup>

### §8.2.3 Termination and Distribution Issues

*Upon the occurrence of an event terminating or partially terminating a trust, the trustee shall proceed expeditiously to distribute the trust property to the persons entitled to it, subject to the right of the trustee to retain a reasonable reserve for the payment of debts, expenses, and taxes.*<sup>245</sup>

**Termination and distribution.** The trustee's responsibilities include "applying or distributing trust income and principal during the administration of the trust and upon its termination."<sup>246</sup> The job of the trustee is not finished on the date the trust terminates,<sup>247</sup> nor is necessarily the court's.<sup>248</sup> It is not until the trustee is done "winding up" the trust's administration, to include making distribution "in a manner consistent with the purposes of the trust and the interests of the beneficiaries," is the trustee relieved of fiduciary duties.<sup>249</sup> Upon termination, for example, the trustee may have to delay distribution until such time as the legitimate expenses of the trust have been paid,<sup>250</sup> or until certain tax or asset liquidity issues have

<sup>243</sup> Restatement (Third) of Trusts §74, cmt. g(1).

<sup>244</sup> *Id.*

<sup>245</sup> Uniform Trust Code §817(b) (available on the internet at <<http://www.law.upenn.edu/bll/ulc/ulc.htm>>).

<sup>246</sup> Restatement (Third) of Trusts §76(2)(d).

<sup>247</sup> Termination date means "the time at which it becomes the duty of the trustee to wind up administration of the trust." Restatement (Third) of Trusts §89, cmt. a. "This time ordinarily arrives at the expiration of the period for which the trust was created, not at the time when distribution is actually accomplished." *Id.*

<sup>248</sup> Up until final distribution—and sometimes thereafter—"the court retains jurisdiction, when called upon, to settle accounts and to resolve issues regarding trust management and distribution." Restatement (Third) of Trusts §89, cmt. b.

<sup>249</sup> Restatement (Third) of Trusts §89.

<sup>250</sup> Lewin on Trusts ¶24-02.



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9 EIGHTH JUDICIAL DISTRICT COURT

10 CLARK COUNTY, NEVADA

11  
12 In the Matter of the

13 THE CHRISTIAN FAMILY TRUST

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

14 Dated October 11, 2016

15 DECLARATION OF JACQUELINE UTKIN

16  
17 I, Jacqueline Utkin under penalty of perjury, declare as follows:

- 18 1. I am a resident of the State of Hawaii and over the age of eighteen.
- 19 2. I am a retired Principal with the Miami Dade School District.
- 20 3. This Declaration is made and based on my own personal knowledge, except that
- 21 which is stated on information and belief; and, if called to testify, I could
- 22 competently do so.
- 23 4. I am Nancy Christian's ("Nancy") sister-in-law; Raymond T. Cristian, Sr.,
- 24 ("Tyrone") is my brother.
- 25 5. Susan Christian-Payne ("Susan"), and Rosemary Keach ("Rosemary") are my nieces
- 26 and Raymond Christian, Jr., ("Raymond, Jr.") is my nephew.
- 27
- 28

- 1 6 I have known Nancy ever since she married my brother, Tyrone the first time.  
2 approximately 55 years ago.  
3  
4 7. Even after Nancy and Tyrone divorced, I stayed in contact with Nancy.  
5  
6 8. I spoke to Nancy frequently during the events described herein and I continue to  
7 speak to her frequently  
8  
9 9. I have personal knowledge that both Nancy and Tyrone were diabetic, but that  
10 Nancy was very careful to prepare only diabetic friendly meals for herself and her  
11 husband.  
12 10 I spoke to Tyrone frequently before his last months of life, and as often as I could  
13 during his last months of life.  
14 11. I have always admired Nancy as a wonderful human being, and an amazing wife and  
15 mother.  
16 12. I have always known Nancy to be honest and have found her to have unimpeachable  
17 integrity.  
18 13. I noticed that as Tyrone and Nancy aged, Susan, Rosemary, and Raymond Jr.,  
19 (collectively referred to as the "Siblings") became estranged from them, through no  
20 fault of Nancy or Tyrone.  
21 14. I am personally aware that for nearly three years prior to Tyrone's last hospital stay,  
22 the Siblings had virtually no contact with Nancy or Tyrone.  
23  
24 15. During this three-year period, only Nancy's son Monte would check on Nancy and  
25 Tyrone and help them with their needs.  
26  
27 16. Shortly before October 2016, Tyrone was admitted to the ICU with serious health  
28 problems.

- 1 17. After his release, Tyrone was bedridden and sometimes barely conscious.
- 2 18. Nancy was also physically weakened by the whole ordeal.
- 3 19. Sensing their opportunity to seize control of Nancy and Tyrone's assets, the Siblings
- 4 roared back into Nancy and Tyrone's life.
- 5 20. The Siblings quickly wrested control of Tyrone's care away from Nancy, and
- 6 secured control of Nancy and Tyrone's finances. ✓
- 7 21. The Siblings took Nancy's driver's license and sold her car.
- 8 22. They also began isolating Nancy and Tyrone from family and friends.
- 9 23. Specifically, I was frequently prevented from speaking to Nancy and Tyrone during
- 10 the Siblings reign as caregivers.
- 11 24. During the occasions when I was able to speak with Nancy, I would frequently hear
- 12 the Siblings, usually Susan screaming at Tyrone or Nancy.
- 13 25. The Siblings would frequently curse at their parents and demand information about
- 14 "the money."
- 15 26. I was very alarmed at this because I believed it to be abusive, I expressed my alarm
- 16 to Tyrone, who seemed embarrassed and told me that he felt helpless.
- 17 27. I know of other family members who were also prevented from speaking to Nancy
- 18 and Tyrone during this period.
- 19 28. I know that the Siblings excluded Nancy in much of the decision making regarding
- 20 Tyrone's daily care as well as other decision.
- 21 29. I am also aware that during the time that the Siblings were supposed to be caring for
- 22 Nancy and Tyrone, their health deteriorated.
- 23 30. I believe this was due to the poor treatment provided by the Siblings
- 24

1 31. I know that Nancy's hearing aid was taken from her and that her medication was  
2 frequently withheld or unfilled by the Siblings.

3 32. I also know that the Siblings did not provide diabetic friendly food to either Tyrone  
4 or Nancy.

5 33. Nancy expressed to me that she was depressed and heart-sick over the way the  
6 Siblings were treating her and Tyrone.

7 34. Nancy relayed an instance to me when she was forced, by the Siblings, to take an  
8 unknown pill which made her sleep all day long.

9 35. I know of other instances when the Siblings tried to feed Nancy food which would  
10 have been very detrimental for her to eat as a diabetic.

11 36. The Siblings would yell at Nancy and curse at her for refusing to eat the unhealthy  
12 food they were trying to force upon her.

13 37. One such instance led to Nancy being kicked out of the home by the Siblings.

14 38. Around Christmas time, Nancy refused to eat the rich Italian food purchased by the  
15 siblings, this led to verbal abuse and eventually the Siblings physically removed  
16 Nancy from her Home.

17 39. They dropped her off at the Condo where Monte lives and left her there.

18 40. Sometime later, the siblings removed Nancy from the Condo where Monte lives only  
19 to kick her out of the home shortly before Tyrone's death.

20 41. Nancy was not invited to or even made aware of any funeral services for her  
21 husband.

22 42. The Siblings spent Trust money to travel to California, to rent an extravagant beach  
23 house, and to even enjoy a cruise when Tyrone passed away.



1 43. I know this because Tommy Christian, posted a tour of the beach house on Facebook  
2 and indicated that the Siblings were celebrating their Father's passing.

3 44. Although the Trust is for her benefit, I am aware that the Siblings have refused to  
4 provide Nancy with any money from the Trust, yet they have spent Trust money  
5 extravagantly for their own benefit.  
6

7 45. When Nancy was kicked out of the home by the Siblings, for the first time, Raymond  
8 Jr expressed his desire that she go and die already and told her that he will "piss on  
9 her grave."

10 46. I was appalled by this particular event, but I was also relieved that Nancy was away  
11 from the Siblings and their abusive behavior.  
12

13 47. I know that Nancy's health has improved dramatically since moving in with her son  
14 Monte

15 48. I know that Monte is caring and kind to Nancy and that she is much happier with him  
16 than with the Siblings.

17 49. I also know from my conversations with Nancy that she does not Trust the Siblings  
18 and believes that they hastened Tyrone's death and that they were attempting to  
19 hasten her death as well.  
20

21 50. In the weeks leading up to his death, Tyrone expressed to me his fear that the  
22 Siblings were "cheating" him and Nancy

23 51. He relayed to me a specific story about a large sum of money being taken from his  
24 pockets by Susan while he was in bed.  
25

26 52. He further expressed fear that the Siblings would harm Nancy, emotionally,  
27 financially, or physically, and that he was too weak to do anything to help her  
28

1 53 Based on my conversations with Tyrone, I am concerned that Tyrone was  
2 manipulated or threatened to put the Siblings in charge of the Trust.

3 54. Tyrone made me promise to help Nancy after his death and to try to prevent the  
4 abuse and exploitation of Nancy by the Siblings

5  
6 55. Based on these concerns expressed by my brother, I severed all ties to the Siblings,  
7 and told Nancy to contact her Attorney at the time, David Grant.

8 56. I understand that Nancy contacted Mr. Grant who spoke to Susan.

9 57. Shortly thereafter, Nancy informed me that Mr Grant had refused to represent  
10 Nancy going forward.

11 58. This was deeply concerning to me.

12 59. Nancy hired Tiffany Barney, Esq., who has been helping to protect her from the  
13 abuse and harassment perpetrated by the Siblings.

14  
15 60. I know that Nancy asked for a monthly stipend from the Trust because her current  
16 income outside the Trust is below the poverty level.

17 61. I also know that the Siblings refused to provide Nancy with a single cent from the  
18 Trust.

19  
20 62. I know that the Siblings showed up to Nancy's condo and took her away from the  
21 home.

22  
23 63. They tried to force her to fire her new attorney and move into an assisted living  
24 facility.

25 64 Thankfully, Nancy's health was dramatically better than when she was previously  
26 under the Sibling's care, and she had the mental and physical strength to refuse the  
27 Sibling's demands.  
28

1 65. Nancy told me that the Siblings explained that they would not provide her a monthly  
2 stipend because it would diminish their shares when she passed away.

3 66. After Nancy escaped the Siblings attempt to force her into an assisted living facility,  
4 I know that Nancy exercised her right to remove the Siblings from the Trust on or  
5 around June 2017  
6

7 67. I know that, despite his past mistakes, Nancy made Monte the new Trustee because  
8 she trusts Monte and has been completely devastated by the Siblings and their  
9 actions.  
10

11 68. I also know that Nancy spoke to another attorney about this change in trustee.

12 69. I know that Raymond Jr. is currently residing in the Trust owned home without  
13 paying rent to the Trust.

14 70. I also know that the Siblings have refused to turn over the assets belonging to the  
15 Trust despite their removal as Trustees.  
16

17 71. I have tried to avoid making public much of the information contained herein  
18 because I know that Nancy is embarrassed by the actions of her children – the  
19 Siblings – and what they have done to her and Tyrone.  
20

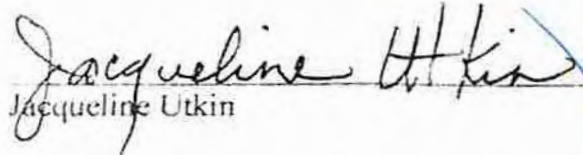
21 72. However, given the abuse detailed herein and the continued abuse by the Siblings  
22 through the litigation they are now pursuing, and in order to keep the promise I made  
23 to my brother, I am providing this declaration to ensure that Nancy is not subject to  
24 continued abuse and exploitation.

25 73. Much of my knowledge is based on my conversations with Nancy and Tyrone which  
26 took place contemporaneously to the events described therein.  
27  
28

1 I have no reason to doubt the truthfulness of either Nancy's or Tyrone's statements  
2 to me.

3  
4 I request that I be able to testify by telephonic or video conference at any hearing  
5 where my testimony may be needed.

6 Executed on this 17 day of October 2017

7  
8   
9 Jacqueline Utkin  
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28





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10 EIGHTH JUDICIAL DISTRICT COURT

11 CLARK COUNTY, NEVADA

12 In the Matter of the

Case Number: P-17-092512-T

13 THE CHRISTIAN FAMILY TRUST

Dept.: S

14 Dated October 11, 2016

15 TRUSTOR'S RESPONSES TO FORMER TRUSTEES' FIRST SET OF  
16 INTERROGATORIES

17  
18 RESPONDING PARTY: NANCY CHRISTIAN ("Respondent") Trustor of the  
19 CHRISTIAN FAMILY TRUST dated October 11, 2016 ("Trust"),  
20 by and through their counsel ANTHONY L. BARNEY, ESQ. and  
21 TIFFANY S. BARNEY, ESQ., of the law office of ANTHONY  
22 L. BARNEY, LTD.

23 PROPOUNDING PARTY: Susan Christian-Payne, Raymond Christian Jr., Rosemary Keach,  
24 (collectively "Former Trustees"), by and through their counsel,  
25 CARY COLT PAYNE of the law office of CARY COLT  
26 PAYNE, CHTD.

27 Trustor Nancy Christian hereby responds to the following Interrogatories from the  
28 Former Trustees pursuant to Rule 33 of the Nevada Rules of Civil Procedure.

1           Objection. This Interrogatory seeks for information and documents that are already in  
2 the possession of the Former Trustees and thus such request is burdensome, intended to harass  
3 and annoy Respondent.

4           Nevertheless, and without waiving any objection stated herein Respondent provides the  
5 following response to the three interrogatories:

6           A. During the period when Nancy was at the trust owned property, 2848 Bluff Point Dr.,  
7 Las Vegas, NV 89134 ("Bluff Point Home") and through January 2017, the Former  
8 Trustees watched over Raymond Sr. and Respondent. Susie and Raymond Jr. lived next  
9 to her and would come over and prevent her from seeing her son, Monte Reason. After  
10 Raymond Jr. kicked Nancy out of the Bluff Point Home, Raymond Sr. would try to call  
11 Nancy, but he could not do so when the Former Trustees were around. Raymond Sr.  
12 told Nancy that he could not call her when the Former Trustees were around. There  
were various dates and times this conduct occurred.

13           B. The Former Trustees, Respondent and Jackie Utkin were witnesses to this treatment.

14           C. Documents shall be produced in conjunction with Request for Production 1(a).

15 **Interrogatory No. 2 [4-6]:**

16           In your Motion to Dismiss, filed August 17, 2017, you assert that "The Former Trustees  
17 fed Raymond junk food continuously, against doctor's orders, especially considering he was  
18 diabetic." Please state with specificity the occurrence, fact and opinion, including date, time,  
19 upon which this contention is based, and state the identity of each person having witnessed, or  
20 has personal or expert knowledge of the facts, and provide a copy of each document which  
contains information which tends to substantiate the facts alleged in your response.

21 **Response to Interrogatory No. 2(A-C) [4-6]:**

22           Objection. This Interrogatory seeks to incorporate several interrogatories into one  
23 interrogatory. This Interrogatory shall be treated as three separate interrogatories (A. request for  
24 information, B. request for identification of witnesses and C. request for documents) and each  
25 response shall be deemed and treated as if a separate interrogatory was propounded.

26           Objection. This Interrogatory seeks production of documents which is appropriate for a  
27 request for production.  
28

1       Objection. This Interrogatory seeks for information and documents that are already in  
2 the possession of the Former Trustees and thus such request is burdensome, intended to harass  
3 and annoy Respondent.

4       Nevertheless, and without waiving any objection stated herein Respondent provides the  
5 following response to the three interrogatories:

6       A. While Raymond Sr. and Nancy resided at the Bluff Point Home in December 2017, the  
7 Former Trustees, particularly Susie, would feed Raymond cupcakes, pastries and other  
8 sugary foods. When Nancy objected to feeding Raymond these foods because of his  
9 diabetes, Susie contended with her and shortly thereafter she was thrown out of the Bluff  
10 Point Home. There were numerous times and dates when the Former Trustees fed him  
inappropriate food given his diabetes.

11       B. The Former Trustees were witnesses to this treatment as well as Respondent and Jackie  
12 Utkin.

13       C. Documents shall be produced in conjunction with Request for Production 1(b).

14 **Interrogatory No. 3 [7-9]:**

15       In your Motion to Dismiss, filed August 17, 2017, you assert that "Nancy believes that  
16 sedatives were administered to her by the Former Trustees in her food because she slept all the  
17 time, while under the guard of the Former Trustees" Please state with specificity the  
18 occurrence, fact and opinion, including date, time, upon which this contention is based, and state  
19 the identity of each person having witnessed, or has personal or expert knowledge of the facts,  
20 and provide a copy of each document which contains information which tends to substantiate  
the facts alleged in your response.

21 **Response to Interrogatory No. 3(A-C) [7-9]:**

22       Objection. This Interrogatory seeks to incorporate several interrogatories into one  
23 interrogatory. This Interrogatory shall be treated as three separate interrogatories (A. request for  
24 information, B. request for identification of witnesses and C. request for documents) and each  
25 response shall be deemed and treated as if a separate interrogatory was propounded.

26       Objection. This Interrogatory seeks production of documents which is appropriate for a  
27 request for production.  
28

1           Objection. This Interrogatory seeks for information and documents that are already in  
2 the possession of the Former Trustees and thus such request is burdensome, intended to harass  
3 and annoy Respondent.

4           Nevertheless, and without waiving any objection stated herein Respondent provides the  
5 following response to the three interrogatories:

- 6           A. During the period when she was at the Bluff Point Home beginning in December 2017,  
7 Rosemary gave Nancy at least one pill to allegedly "relax" her. Rosemary would give  
8 her the pill with a glass of water for Nancy to drink so she could take it immediately.  
9 Nancy did not know what these pills were, but they made her sleep all the time.  
10          B. The Former Trustees were witnesses to this treatment as well as Respondent.  
11          C. Documents shall be produced in conjunction with Request for Production 1(c).

12 **Interrogatory No. 4 [10-12]:**

13           In your Motion to Dismiss, filed August 17, 2017, you assert that "Once when Nancy  
14 was suffering from chest pains she attempted to call 911, one of the Former Trustees snatched  
15 the phone out of her hand, yelled at Nancy, and gave Nancy a pill that made her sleep all day."  
16 Please state with specificity the occurrence, fact and opinion, including date, time, upon which  
17 this contention is based, and state the identity of each person having witnessed, or has personal  
18 or expert knowledge of the facts, and provide a copy of each document which contains  
19 information which tends to substantiate the facts alleged in your response.

20 **Response to Interrogatory No. 4(A-C)[10-12]:**

21           Objection. This Interrogatory seeks to incorporate several interrogatories into one  
22 interrogatory. This Interrogatory shall be treated as three separate interrogatories (A. request for  
23 information, B. request for identification of witnesses and C. request for documents) and each  
24 response shall be deemed and treated as if a separate interrogatory was propounded.

25           Objection. This Interrogatory seeks production of documents which is appropriate for a  
26 request for production.

27           Objection. This Interrogatory seeks for information and documents that are already in  
28 the possession of the Former Trustees and thus such request is burdensome, intended to harass  
and annoy Respondent.

          Nevertheless, and without waiving any objection stated herein Respondent provides the  
following response to the three interrogatories:



1 A. This event occurred in December 2017 or January 2017, before she was thrown out of  
2 her home by Raymond Jr., and occurred during the day. Rosemary gave Nancy the pill  
3 and Susie didn't care what Rosemary did, because Susie was usually the person in  
4 charge.

5 B. The Former Trustees, Respondent and Jackie Utkin were witnesses to this treatment.

6 C. Documents shall be produced in conjunction with Request for Production 1(d).

7 **Interrogatory No. 5 [13-15]:**

8 In your Motion to Dismiss, filed August 17, 2017, you assert that "Once when Nancy  
9 was suffering from chest pains she attempted to call 911, one of the Former Trustees snatched  
10 the phone out of her hand, yelled at Nancy, and gave Nancy a pill that made her sleep all day."  
11 Please state with specificity the occurrence, fact and opinion, including date, time, upon which  
12 this contention is based, and state the identity of each person having witnessed, or has personal  
13 or expert knowledge of the facts, and provide a copy of each document which contains  
14 information which tends to substantiate the facts alleged in your response.

15 **Response to Interrogatory No. 5(A-C) [13-15]:**

16 Objection. This Interrogatory seeks to incorporate several interrogatories into one  
17 interrogatory. This Interrogatory shall be treated as three separate interrogatories (A. request for  
18 information, B. request for identification of witnesses and C. request for documents) and each  
19 response shall be deemed and treated as if a separate interrogatory was propounded.

20 Objection. This Interrogatory seeks production of documents which is appropriate for a  
21 request for production.

22 Objection. This Interrogatory seeks for information and documents that are already in  
23 the possession of the Former Trustees and thus such request is burdensome, intended to harass  
24 and annoy Respondent.

25 Nevertheless, and without waiving any objection stated herein Respondent provides the  
26 following response to the three interrogatories:

27 A. This event occurred in December 2017 or January 2017, before she was thrown out of  
28 her home by Raymond Jr., and occurred during the day. Rosemary gave Nancy the pill  
and Susie didn't care what Rosemary did, because Susie was usually the person in  
charge.

B. The Former Trustees, Respondent and Jackie Utkin were witnesses to this treatment.

1 with specificity the occurrence, fact and opinion, including date, time, upon which this  
2 contention is based, and state the identity of each person having witnessed, or has personal or  
3 expert knowledge of the facts, and provide a copy of each document which contains information  
4 which tends to substantiate the facts alleged in your response.

5 **Response to Interrogatory No. 8(A-C) [22-24]:**

6 Objection. This Interrogatory seeks to incorporate several interrogatories into one  
7 interrogatory. This Interrogatory shall be treated as three separate interrogatories (A. request for  
8 information, B. request for identification of witnesses and C. request for documents) and each  
9 response shall be deemed and treated as if a separate interrogatory was propounded.

10 Objection. This Interrogatory seeks production of documents which is appropriate for a  
11 request for production.

12 Objection. This Interrogatory seeks for information and documents that are already in  
13 the possession of the Former Trustees and thus such request is burdensome, intended to harass  
14 and annoy Respondent.

15 Nevertheless, and without waiving any objection stated herein Respondent provides the  
16 following response to the three interrogatories:

17 A. This event occurred in January 2017 through February 2017.

18 B. The Former Trustees were witnesses to this treatment as well as Respondent, Monte  
19 Reason, Jackie Utkin and Annice, the youngest sister of Raymond Sr.

20 C. Documents shall be produced in conjunction with Request for Production 1(g).

21 **Interrogatory No. 9 [25-27]:**

22 In your Motion to Dismiss, filed August 17, 2017, you assert that "After Nancy  
23 recovered from the effects of the mental, physical, and emotional abuse she suffered at the  
24 hands of the Former Trustees, she retained the undersigned attorney to investigate the matter  
25 and work on a solution." Please state with specificity the occurrence, fact and opinion,  
26 including date, time, upon which this contention is based, and state the identity of each person  
27 having witnessed, or has personal or expert knowledge of the facts, and provide a copy of each  
28 document which contains information which tends to substantiate the facts alleged in your  
response.

///

1 **Response to Interrogatory No. 9(A-C) [25-27]:**

2       Objection. This Interrogatory seeks to incorporate several interrogatories into one  
3 interrogatory. This Interrogatory shall be treated as three separate interrogatories (A. request for  
4 information, B. request for identification of witnesses and C. request for documents) and each  
5 response shall be deemed and treated as if a separate interrogatory was propounded.

6       Objection. This Interrogatory seeks production of documents which is appropriate for a  
7 request for production.

8       Nevertheless, and without waiving any objection stated herein Respondent provides the  
9 following response to the three interrogatories:

10       A. Respondent had an initial consultation with the attorneys at the law office of Anthony L.  
11 Barney, Ltd., on February 16, 2017, thereafter meetings occurred at various dates and  
12 times in March 2017 through the present month.

13       B. Respondent and the staff at Anthony L. Barney, Ltd. are witnesses to these meetings.  
14 The staff of Anthony L. Barney, Ltd. consists of Anthony L. Barney, Esq., Tiffany S.  
15 Barney, Esq., Zachary Holyoak, Esq., and Neva Liebe, administrative assistant  
16 (hereinafter "Staff of Anthony L. Barney, Ltd.").

17       C. Documents shall be produced in conjunction with Request for Production 1(h).

18 **Interrogatory No. 10 [28-30]:**

19       In your Motion to Dismiss, filed August 17, 2017, you assert that "The undersigned  
20 sought information from the Former Trustees and made requests for information pursuant to the  
21 terms of the Trust and also made requests for distributions from the Trust for Nancy's physical  
22 and mental well-being." Please state with specificity the occurrence, fact and opinion, including  
23 date, time, upon which this contention is based, and state the identity of each person having  
24 witnessed, or has personal or expert knowledge of the facts, and provide a copy of each  
25 document which contains information which tends to substantiate the facts alleged in your  
26 response.

27 **Response to Interrogatory No. 10(A-C) [28-30]:**

28       Objection. This Interrogatory seeks to incorporate several interrogatories into one  
interrogatory. This Interrogatory shall be treated as three separate interrogatories (A. request for  
information, B. request for identification of witnesses and C. request for documents) and each  
response shall be deemed and treated as if a separate interrogatory was propounded.





**CARY COLT PAYNE, CHTD.**

Attorney at Law

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

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**EXHIBIT "C"**



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

---

**Fw: Re: Christian-Blocked account**

1 message

Cary Payne &lt;carycoltpaynechtd@yahoo.com&gt;

Wed, Feb 14, 2018 at 9:40 AM

Reply-To: Cary Payne &lt;carycoltpaynechtd@yahoo.com&gt;

To: Susan Payne &lt;paynegirl@aol.com&gt;, Marj Arena &lt;marja.carycoltpayne@gmail.com&gt;

Sincerely,

Cary Colt Payne, Esq.

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, NV 89101 Tel. (702) 383-9010 Fax: (702) 383-9049

Email: carycoltpaynechtd@yahoo.com

Web: carycoltpaynechtd.com

lasvegasarmstrust.com

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----- Forwarded Message -----

**From:** Jeremy Kirschner <jerimy@jkirschnerlaw.com>

**To:** Cary Payne <carycoltpaynechtd@yahoo.com>

**Cc:** Marj Arena <marja.carycoltpayne@gmail.com>; Alexandra Medina <amedina.ccpayne@gmail.com>; Sarah Mintz <sarah@jkirschnerlaw.com>

**Sent:** Monday, February 12, 2018, 4:35:28 PM PST

**Subject:** Re: Christian-Blocked account

Hello Mr. Payne,

Thank you for the apology, I know you are very busy. However, I am really hoping to move this along.

You and your clients' represented in court that the *trust* had an EIN. Your statement about the nature of EIN is incorrect, the EIN is for the *trust*, not for the "Trust + a Certain Trustee." Changing trustees does not mean the trust needs a new EIN, instead you change the responsible party.

Please provide the EIN by Wednesday the 14th. We will also be looking for further documentary evidence of the trust assets being in a blocked account.

On Mon, Feb 12, 2018 at 3:50 PM, Cary Payne <carycoltpaynechtd@yahoo.com> wrote:  
Jeremy, sorry for the delay. Your State Bar allegations have prevented me from responding timely to some of these request.

Your correct that the one account number you referenced earlier is the blocked account. If I recall that the Chase Savings account. We are still waiting for the correspondence from the Chase bank.

As to an EIN number, as you should know this is number assigned to an individual applicant. It requires confidential information (e.g., the fiduciary to give the IRS his or her own TIN). The number is then issued to that individual, fiduciary, entity who then uses the same to file the applicable returns. For obvious reasons this number should never be "shared". If you need further explanation as to the potential adverse tax consequences of using someone else say e.g., SSN maybe you should ask your tax consultant, or better yet Barney (then you can both "bill" for this again)!

Let me know if you any other questions re. any of these.

Sincerely,

Cary Colt Payne, Esq.

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, NV 89101 Tel. (702) 383-9010 Fax: (702) 383-9049

Email: carycoltpaynechtd@yahoo.com

Web: carycoltpaynechtd.com

lasvegasarmstrust.com

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On Friday, February 9, 2018, 3:20:28 PM PST, Jerimy Kirschner <jerimy@jkirschnerlaw.com> wrote:

I am following up on this. Can you provide me the EIN? My client cannot open a trust account and cash the check without it.

On Mon, Feb 5, 2018 at 10:04 AM, Jerimy Kirschner <jerimy@jkirschnerlaw.com> wrote:

Hello Cary,

Thank you for the update. To be clear, that #6040 is not frozen, right?

Can you provide the EIN for the Trust so we can open the account for \$5,000 in its name? Afterwards my client will have the check deposited.

Finally, you signed the check over to Trustee Utkin, which should not be an issue, but it brings me to a point of clarification. Are your clients willing to agree/stipulate to my client being the Trustee? Otherwise we are seeking to have the petition to confirm her as trustee heard on order shortening time to avoid any disputes as to her authority to act on behalf of the trust. Absent such an order/agreement it makes it difficult for resolution on any outstanding issues.

On Thu, Feb 1, 2018 at 3:54 PM, Cary Payne <carycoltpaynechtd@yahoo.com> wrote:

Jerimy, I wanted to follow up since the last email. As you know the State Bar has opened up a formal investigation re. your complaints. This obviously severely limits me as what can or should be said.

I felt important enough to clarify two points. First, to the \$7,264.17 accounts transfer (1/22/18). Susan informs that was transferred into the acct. 6040 (checking) to be utilized to pay any expenses as was discussed with Judge Ochoa. The other account end. 4816 which is savings is the "blocked" account with the remaining (\$423,828.93) balance. Susan has again asked for additional (formal) written documentation from Chase as to confirm the entire processes. She was informed that it would take 7-10 days to hear back from Chase, NA with some additional correspondence.

Lastly, it has been over 10 plus days (1/19/18) since we sent your office \$5,000.00. (check number 10296) -from the blocked funds per the court's order. As of this afternoon (2/1/18) it still has not cleared my US bank CTA. Do the extent that could impact the Bar's investigation (as it does not balance, since your holding the funds) please inform the State Bar as to you and your client intentions.

Sincerely,

Cary Colt Payne, Esq.  
CARY COLT PAYNE, CHTD.  
700 South Eighth Street  
Las Vegas, NV 89101 Tel. (702) 383-9010 Fax: (702) 383-9049  
Email: carycoltpaynechtd@yahoo.com  
Web: carycoltpaynechtd.com  
lasvegasarmstrust.com

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--  
Jeremy Kirschner, Esq.  
Managing Partner  
Jeremy Kirschner & Associates PLLC

**NEVADA**

5550 Painted Mirage Rd., Suite 320  
Las Vegas, NV 89149  
Phone: (702) 563-4444  
Fax (702) 563-4445

**WASHINGTON**

1326 Tacoma Ave S #200  
Tacoma, WA 98402  
Phone: (206) 623-4444  
Fax (206) 538-2008

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--  
Jeremy Kirschner, Esq.  
Managing Partner  
Jeremy Kirschner & Associates PLLC

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--

Jeremy Kirschner, Esq.  
Managing Partner  
Jeremy Kirschner & Associates PLLC

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**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 “D”**



Subject: Re: Christian Trust (P-17-092512-T) Objection to Petition for Fees \$62,105..64, etc.

From: jerimy@jkirschnerlaw.com

To: carycoltpaynechtd@yahoo.com

Cc: marja.carycoltpayne@gmail.com

Date: Monday, February 12, 2018, 4:13:16 PM PST

Hello Mr. Payne,

Thank you for the correspondence. Will you execute a stipulation and order confirming my client as the successor trustee to ensure that my client is not fighting battles on behalf of beneficiaries only to later be challenged as to whether she had standing to do so? Your clients' conflicting positions (1. That my client is not trustee; and 2. That my client is obligated to fight on behalf of the trust) makes it difficult and risky for her to wade deeper into this battle without the comfort of a court order. Alternatively, an acknowledgement from your clients of Trustee Utkin's authority would go a long way.

On Mon, Feb 12, 2018 at 3:32 PM, Cary Payne <carycoltpaynechtd@yahoo.com> wrote:

Dear Mr. Kirschner:

As you know I represent both the original Trustees, and the majority beneficiaries under the above trust. You as counsel, and as the Attorney for Ms. Utkin have the duty to safeguard trust property, nor permit improper wairst of trust assets, etc. We are in receipt of the Barney Petition for fees and costs and putting you on Notice and demand the both of you take the necessary steps to protect this trust. This would and should include you filing an objection in this matter. Should you refuse to do this we will reserve any and all right for your failure to carry out your requisite fiduciary duties.

Be advised this is a formal request for you to act and you are on Notice.

Sincerely,

Cary Colt Payne, Esq.

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, NV 89101 Tel. (702) 383-9010 Fax: (702) 383-9049

Email: [carycoltpaynechtd@yahoo.com](mailto:carycoltpaynechtd@yahoo.com)

Web: [carycoltpaynechtd.com](http://carycoltpaynechtd.com)

[lasvegasarmstrust.com](http://lasvegasarmstrust.com)

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—  
Jerimy Kirschner, Esq.  
Managing Partner  
Jerimy Kirschner & Associates PLLC

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**CARY COLT PAYNE, CHTD.**

Attorney at Law

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***EXHIBIT PAGE INTENTIONALLY LEFT BLANK***

**EXHIBIT "E"**

**Anthony L. Barney, M.S., J.D., LL.M.**  
Attorney at Law  
Licensed in Nevada and Idaho

**Tiffany S. Barney, J.D.**  
Attorney at Law  
Licensed in Nevada

**Zachary Holvoak, J.D.**  
Attorney at Law  
Licensed in Nevada

**ANTHONY L. BARNEY, LTD.  
A Nevada Professional Law  
Corporation**

3317 W. Charleston Boulevard, Suite B  
Las Vegas, Nevada 89102-1835  
Receptionist: 702-438-7878  
Fax: 702-259-1116

**Neva Liebe**  
Administrative Assistant

**Website Address**  
<http://www.anthonybarney.com>

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

September 21, 2017

Cary Colt Payne, Esq.  
700 South Eighth Street  
Las Vegas, Nevada 89101

VIA HAND-DELIVERY

Re: McGuire Family Trust Dated October 18, 1991 ("Trust")

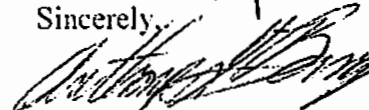
Dear Mr. Payne,

///

///

file if  
today's  
my co-counsel in the Grasso case intend to

Sincerely,



Anthony L. Barney, Esq.

Cc: J. Kirschner, Esq.



  
CLERK OF THE COURT

Electronically Filed  
May 09 2017 01:50 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

1 ANTHONY L. BARNEY, ESQ.  
State Bar No. 8366  
2 TIFFANY S. BARNEY, ESQ.  
State Bar No. 9754  
3 ANTHONY L. BARNEY, LTD.  
3317 W. Charleston Blvd., Suite B  
4 Las Vegas, Nevada 89102-1835  
Telephone: (702) 438-7878  
5 Fax: (702) 259-1116  
office@anthonybarney.com  
6

7 JERIMY KIRSCHNER, ESQ.  
State Bar No. 12012  
Jerimy Kirschner & Associates, PLLC  
8 3333 E. Serene Ave., Suite 150  
Henderson, NV 89074  
9 Telephone: 702-563-4444  
Fax: 702-563-4445  
10 Email: jerimy@jkirschnerlaw.com

11 *Attorneys for Guardian LaDonna Grasso*

12 **EIGHTH JUDICIAL DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 In the Matter of the Guardianship of

Case No.: G-16-043377-A

15 **GIULIAN GRASSO**

Dept: M

16 An Adult Protected Person.

17 **NOTICE OF APPEAL**

18 **TO: GIULIAN GRASSO**, Protected Person, by and through his counsel DANIEL  
19 **GOODSELL, ESQ**, of the law office of Goodsell & Olsen, LLP;

20 **TO: JEFFREY GRASSO**, Guardian, by and through is attorney Mark Hafer, Esq., of the  
21 law firm of Michael R. Mushkin & Associates;

22 **TO: LADONNA GRASSO**, Guardian, by and through their counsel Jerimy Kirschner, Esq.,  
23 of the law office of Jerimy L. Kischner & Associates, PLLC and Anthony L. Barney,  
24 Esq., and Tiffany Barney, Esq., of the law office of Anthony L. Barney, Ltd.;

25 **TO: MEDICAID ESTATE RECOVERY;**



**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 "F"**

encrypted e-mail, let me know. The attorney-client privilege may apply to this message, but such privilege may be lost if it is shared with someone other than an employee of Anthony L. Barney, Ltd. or of another attorney or law firm who represents you. In accordance with Internal Revenue Service Circular 230, we hereby advise you that if this email or any attachment hereto contains any tax advice, such tax advice was not intended or written to be used, and it cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer by the Internal Revenue Service.

**From:** Jerimy Kirschner [mailto:[jerimy@kirschnerlaw.com](mailto:jerimy@kirschnerlaw.com)]  
**Sent:** Friday, January 26, 2018 12:15 PM  
**To:** Secretary  
**Cc:** [anthony@anthonybarney.com](mailto:anthony@anthonybarney.com); Zachary Holyoak; Tiffany Barney  
**Subject:** Re: Letter from TSB - Christian Family Trust

FRIDAY

  
Hello Mrs. Barney,

I am forwarding a copy of this letter to the Trustee. I hope to have feedback for you by the end of Monday at the latest.

On Fri, Jan 26, 2018 at 11:19 AM, Secretary <[secretary@anthonybarney.com](mailto:secretary@anthonybarney.com)> wrote:

Dear Mr. Kirschner –

Please find attached the letter from Tiffany S. Barney, Esq., regarding the Christian Family Trust.

Sincerely,

Neva Liebe

Legal Secretary

Anthony L. Barney, Ltd.

3317 W. Charleston Blvd., Suite B

Anthony L. Barney, M.S., J.D., LL.M.  
Attorney at Law  
Licensed in Nevada and Idaho

Tiffany S. Barney, J.D.  
Attorney at Law  
Licensed in Nevada

Zachary Holvoak, J.D.  
Attorney at Law  
Licensed in Nevada

**ANTHONY L. BARNEY, LTD.**  
**A Nevada Professional Law**  
**Corporation**

3317 W. Charleston Boulevard, Suite B  
Las Vegas, Nevada 89102-1835  
Receptionist: 702-438-7878  
Fax: 702-259-1116

Neva Lieke  
Administrative Assistant

Website Address  
www.anthonybarney.com

E-mail Address  
office@anthonybarney.com

January 26, 2018

Jeremy L. Kirschner, Esq.  
Jeremy L. Kirschner & Associates  
3333 E. Serene Ave., #150  
Henderson, NV 89074

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

VIA US FIRST CLASS MAIL AND EMAIL

Dear Mr. Kirschner -

We are formally requesting payment from the Trustee of the Christian Family Trust dated October 11, 2016 ("Trust") for legal work done for and on behalf of Nancy Christian, Trustor of the Trust. Nancy Christian passed away on December 14, 2017; however, prior to her passing, we represented Nancy on various matters relating to the Trust, including but not limited to, changing her trustee, defending her in Case #P-17-092512-T ("Probate Case") and obtaining possession of Trust-owned property in Case No.: 17C-023096 ("Justice Court Case").

We expended fees and costs to further Nancy's wishes in the Probate Case and the Justice Court Case. We believe that the fees and costs were necessary and reasonable to further Nancy's intent and her wishes. Therefore, pursuant to provision 4.2 of the Trust we are requesting payment of the debts of the Decedent as represented in the billing statements attached hereto and incorporated herein as Attachment 1.

The attached bills evidence the work performed for and on behalf of Nancy Christian and some bills or portions thereof were paid personally by Nancy although it was work to further her stated intent in the Trust. Most of the bills remain unpaid and are debts of the Decedent. Therefore, we are requesting that Nancy's estate be reimbursed for the portions that she paid personally and that the Trust pay Nancy's outstanding debts to our law office as provided in provision 4.2 of the Trust. Notably, the spendthrift provision does not apply to the Trustor's interest in the Trust estate (see provision 14.2 of the Trust).

*Legal  
advice*

*FRIDA*  
*Drafted 1/25/18*  
*see Billing*  
*Stat.*  
*(3.8*  
*hours)*



The amounts incurred by our law firm in fees and costs to further Nancy's wishes are as follows (dates correspond to the respective billing statement in Attachment 1):

February 28, 2017: \$100.00  
March 15, 2017: \$210.00  
March 30, 2017: \$1,470.00  
April 17, 2017: \$140.00  
April 28, 2017: \$420.00  
May 15, 2017: \$1,055.00  
May 31, 2017: \$890.00  
June 15, 2017: \$1,140.00  
June 30, 2017: \$315.00  
July 15, 2017: \$175.00  
July 31, 2017: \$2,913.50  
August 15, 2017: \$1,155.00  
August 31, 2017: \$3,489.40  
September 15, 2017: \$875.00  
September 29, 2017: \$8,659.40  
October 16, 2017: \$6,045.00  
October 31, 2017: \$6,822.50  
November 15, 2017: \$11,259.80  
November 30, 2017: \$4,101.80  
December 15, 2017: \$5,970.50  
December 30, 2017: \$2,536.00  
January 15, 2018: \$ 430.00  
January 25, 2018: \$ 1,932.74 (Not A Final Bill)  
**TOTAL FEES AND COSTS: \$62,105.64**

*How  
know  
it*

The Prior Trustee, Monte Reason, approved the amount of \$57,206.90 which were amounts that were incurred as of December 15, 2017. See Letter from Joseph J. Powell, Esq., attached hereto and incorporated herein as Attachment 2. However, there are further amounts that have been expended in wrapping up the Justice Court Case, for attendance at the court hearing as a result of our status as a creditor, and to include expended costs that were not included on prior billing statements.

We formally request a determination by the Successor Trustee, Jackie Utkin, to approve the fees and costs from the Trust estate that are listed above. These amounts were expended pursuant to Nancy's instruction and wishes and the Trust is authorized to pay Nancy's debts from the Trust. We would appreciate such a determination to be in writing.

Furthermore, please be on notice that we are alerting you of our lien rights in the Probate Case and Justice Court Case and requesting payment also pursuant to our attorney's liens. Please note that we have an extensive file and discovery that we have performed in this matter. With payment of our liens, we will deliver the file to you. We reserve the right to assert and file our attorney's lien in the Probate Case and Justice

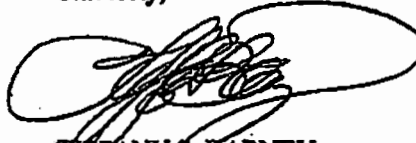
*Los  
Jill*

Court Case for the total amount of the fees that were expended for Nancy that should be paid.

As requested by Judge Ochoa at the last court hearing, we will shortly be filing a Petition for Fees and Costs. We would kindly appreciate a response before we file this petition in which we will request the judge to unfreeze trust assets and order the payment of Nancy's attorney fees and costs to Anthony L. Barney, Ltd.

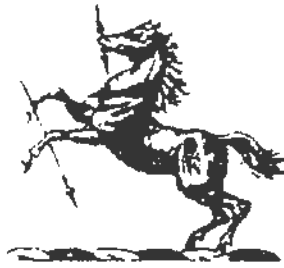
If you have any further questions, please feel to contact my office. Thank you for your anticipated cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tiffany S. Barney', enclosed within a large, loopy oval shape.

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

Encl: Bills dated from February 2017 to January 2018



**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 "G"**

**ANTHONY L. BARNEY, LTD**

Attorneys and Counselors at Law

3317 W. Charleston Boulevard, Suite B  
Las Vegas, Nevada 89102-1835

Telephone: (702) 438-7878

Facsimile: (702) 259-1116

www.anthonybarney.com

**Invoice**

Invoice #: 2591

Invoice Date: 12/31/2017

Due Date: 1/15/2018

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                           | Hours/Qty | Rate   | Amount            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|-------------------|
| 12/28/17 Call to Trustee re: keys to Bluff Point Dr. home; Telephone conversation with J. Powell re: case issues and address of former trustees (TSB) | 0.3       | 350.00 | 105.00            |
| 12/28/17 Telephone call to J. Utkin, Re: acting as Trustee of the Christian Family Trust (ZDH)                                                        | 0.2       | 250.00 | 50.00             |
| <b>Total</b>                                                                                                                                          |           |        | <b>\$2,536.00</b> |
| <b>Payments/Credits</b>                                                                                                                               |           |        | <b>\$0.00</b>     |
| <b>Balance Due</b>                                                                                                                                    |           |        | <b>\$2,536.00</b> |

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Telephone: (702) 438-7878

Facsimile: (702) 259-1116

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**Invoice**

Invoice #: 2659

Invoice Date: 1/15/2018

Due Date: 1/30/2018

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                     | Hours/Qty | Rate   | Amount          |
|-----------------------------------------------------------------------------------------------------------------|-----------|--------|-----------------|
| 01/03/18 Telephone conversation with J. Powell (ZDH)                                                            | 0.7       | 250.00 | 175.00          |
| 01/11/18 Telephone conversation with J. Powell (ZDH)                                                            | 0.3       | 250.00 | 75.00           |
| 01/11/18 Review NRCP 25; Draft email to Powell re: motion for substitution of Nancy's estate for Nancy (TSB)    | 0.2       | 350.00 | 70.00           |
| 01/12/18 Telephone conversation with J. Kirschner (ZDH)                                                         | 0.3       | 250.00 | 75.00           |
| 01/15/18 Review substitution from Powell; Draft email to Powell re: substituting estate and filing motion (TSB) | 0.1       | 350.00 | 35.00           |
| <b>Total</b>                                                                                                    |           |        | <b>\$430.00</b> |
| <b>Payments/Credits</b>                                                                                         |           |        | <b>\$0.00</b>   |
| <b>Balance Due</b>                                                                                              |           |        | <b>\$430.00</b> |

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**Invoice**

Invoice #: 2720

Invoice Date: 1/31/2018

Due Date: 2/16/2018

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                                                                                                                     | Hours/Qty | Rate   | Amount   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|----------|
| 07/19/17 Postage to Nancy Christian (ADM)                                                                                                                                                                       |           | 3.29   | 3.29     |
| 08/31/17 Clark County Recorder's office - fee for recordation of trust documents (ADM)                                                                                                                          |           | 38.00  | 38.00    |
| 12/19/17 Postage to Joseph Powell, Esq. (ADM)                                                                                                                                                                   |           | 2.45   | 2.45     |
| 12/28/17 All American Locksmith - Fee to changes locks at BluffPoint Dr. Property (ADM)                                                                                                                         |           | 28.00  | 28.00    |
| 01/17/18 Court Appearance (ZDH)                                                                                                                                                                                 | 1.4       | 250.00 | 350.00   |
| 01/17/18 Discussion with Zach re: court appearance and future case issues (TSB)                                                                                                                                 | 0.2       | 350.00 | 70.00    |
| 01/22/18 Draft email to opposing counsel (ZDH)                                                                                                                                                                  | 0.1       | 250.00 | 25.00    |
| 01/25/18 Draft correspondence to counsel for new trustee re: payment of fees and lien on cases; Draft petition for fees and costs; Draft memorandum of costs and disbursements; Review billing statements (TSB) | 3.8       | 350.00 | 1,330.00 |
| 01/25/18 Payment to Wells Fargo for requested discovery documents in Christian Family Trust matter. Invoice #254711 (ADM)                                                                                       |           | 63.00  | 63.00    |
| 01/25/18 Draft email to opposing counsel (ZDH)                                                                                                                                                                  | 0.1       | 250.00 | 25.00    |

NOT A FINAL  
BILL

**Total** \$1,932.74**Payments/Credits** \$0.00**Balance Due** \$1,932.74

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Las Vegas, Nevada 89102-1835

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**Invoice**

Invoice #: 2659

Invoice Date: 1/15/2018

Due Date: 1/30/2018

Case:

Client Number:

**Bill To:**Nancy Christian  
304 Orland Street #39  
Las Vegas, NV 89107**Hourly Rates of Attorneys/Staff:**

Anthony L. Barney, Esq. (Attorney) at \$400.00/hour

Tiffany S. Barney, Esq. (Attorney) at \$350.00/hour

Zachary D. Holyoak (Attorney) at \$250.00/hour

Paralegals at \$125.00/hour

Legal Assistants at \$75.00/hour

| Description                                                                                                     | Hours/Qty | Rate   | Amount          |
|-----------------------------------------------------------------------------------------------------------------|-----------|--------|-----------------|
| 01/03/18 Telephone conversation with J. Powell (ZDH)                                                            | 0.7       | 250.00 | 175.00          |
| 01/11/18 Telephone conversation with J. Powell (ZDH)                                                            | 0.3       | 250.00 | 75.00           |
| 01/11/18 Review NRCP 25; Draft email to Powell re: motion for substitution of Nancy's estate for Nancy (TSB)    | 0.2       | 350.00 | 70.00           |
| 01/12/18 Telephone conversation with J. Kirschner (ZDH)                                                         | 0.3       | 250.00 | 75.00           |
| 01/15/18 Review substitution from Powell; Draft email to Powell re: substituting estate and filing motion (TSB) | 0.1       | 350.00 | 35.00           |
| <b>Total</b>                                                                                                    |           |        | <b>\$430.00</b> |
| <b>Payments/Credits</b>                                                                                         |           |        | <b>\$0.00</b>   |
| <b>Balance Due</b>                                                                                              |           |        | <b>\$430.00</b> |



**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 "H"**



**Anthony L. Barney**

**From:** Jerimy Kirschner <jerimy@kirschnerlaw.com>  
**Sent:** Thursday, February 1, 2018 9:00 AM  
**To:** Tiffany Barney  
**Cc:** Secretary; anthony@anthonybarney.com; Zachary Holyoak  
**Subject:** Re: Letter from TSB - Christian Family Trust

" 3" BUS. DAY / later

Hello Tiffany,

I have spoken with my client and she approves the fees for your firm in her role as trustee for the Christian Family Trust.

On Fri, Jan 26, 2018 at 1:55 PM, Tiffany Barney <tiffany@anthonybarney.com> wrote:

Dear Mr. Kirschner –

Thank you for your prompt response. Also, I wanted to make you aware that I inadvertently left off Attachment 2 to the letter. Please see the letter with Attachment 2 attached. The letter with the proper attachments was sent today to your office in Tacoma, Washington rather than the address on the letter. Thank you.

Sincerely,

Tiffany S. Barney

Attorney at Law

Anthony L. Barney, Ltd.

3317 W. Charleston Blvd., Suite B

Las Vegas, NV 89102-1835

O: 702-438-7878

F: 702-259-1116

tiffany@anthonybarney.com

www.anthonybarney.com

Never talked to the Beneficiaries?

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(702) 383-9010 • Fax (702) 383-9049

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**EXHIBIT "I"**

Subject: Re: Christian Trust (P-17-092512-T) Objection to Petition for Fees \$62,105..64, etc.

---

From: carycoltpaynechtd@yahoo.com

To: jerimy@jkirschnerlaw.com

Cc: marja.carycoltpayne@gmail.com

.

Date: Thursday, February 15, 2018, 4:31:47 PM PST

---

Jerimy:

I thought my email was pretty straight forward.

For the record you assert your client J. Utkin is the Trustee of the Christian trust . We will not be stipulating to this so just move on. You also claim that your are Mrs.Utkin's attorney. As such I am asking for you and your client to also respond to the following-rather simple questions.

1. Since you have already taken the position to not oppose (object) The Barney Petition for Fees, what is Ms. Utkins basis for that position? Was this based on legal advise or some other position?
2. Do you also represent the Trust?
3. If you do not represent the trust, what is your basis?
4. How are you being paid?
5. Do you have a fee agreement, if so in what capacity and how was it signed?
6. Does Mrs. Utkin in any capacity intend to be compensated or paid, If so then what are the amounts, and the nature of the intended services?

These are not difficult questions, timely response is appreciated.

Sincerely,

Cary Colt Payne, Esq.

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, NV 89101 Tel. (702) 383-9010 Fax: (702) 383-9049

Email: [carycoltpaynechtd@yahoo.com](mailto:carycoltpaynechtd@yahoo.com)

Web: [carycoltpaynechtd.com](http://carycoltpaynechtd.com)

[lasvegasarmstrust.com](http://lasvegasarmstrust.com)

this communication in error, please immediately notify the sender at (702) 383-9010 and delete this e-mail message and any attachments from your workstation and/or network mail system.

On Thursday, February 15, 2018, 8:45:27 AM PST, Jerimy Kirschner <[jerimy@jkirschnerlaw.com](mailto:jerimy@jkirschnerlaw.com)> wrote:

Hello Mr. Payne,

I am a bit confused by your email. There has been no pre-condition presented. But now that you are confirming we are trust counsel I think it helps. If I circulate a stipulation and order confirming my client as trustee will you sign?

On Wed, Feb 14, 2018 at 2:05 PM, Cary Payne <[carycoltpaynechtd@yahoo.com](mailto:carycoltpaynechtd@yahoo.com)> wrote:

Jerimy, can you please clarify you and your clients position. Are you saying she has no duty to object, or you as trust Counsel saying you want object unless we concede to your demands?

Sincerely,

Cary Colt Payne, Esq.

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, NV 89101 Tel. (702) 383-9010 Fax: (702) 383-9049

Email: [carycoltpaynechtd@yahoo.com](mailto:carycoltpaynechtd@yahoo.com)

Web: [carycoltpaynechtd.com](http://carycoltpaynechtd.com)

[lasvegasarmstrust.com](http://lasvegasarmstrust.com)

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On Monday, February 12, 2018, 4:13:16 PM PST, Jerimy Kirschner <[jerimy@jkirschnerlaw.com](mailto:jerimy@jkirschnerlaw.com)> wrote:

Hello Mr. Payne,

Thank you for the correspondence. Will you execute a stipulation and order confirming my client as the successor trustee to ensure that my client is not fighting battles on behalf of beneficiaries only to later be challenged as to whether she had standing to do so? Your clients' conflicting positions (1. That my client is not trustee; and 2. That my client is obligated to fight on behalf of the trust) makes it difficult and risky for her to wade deeper into this battle without the comfort of a court order. Alternatively, an acknowledgement from your clients of Trustee Utkin's authority would go a long way.

On Mon, Feb 12, 2018 at 3:32 PM, Cary Payne <[carycoltpaynechtd@yahoo.com](mailto:carycoltpaynechtd@yahoo.com)> wrote:

Dear Mr. Kirschner:

As you know I represent both the original Trustees, and the majority beneficiaries under the above trust. You as counsel, and as the Attorney for Ms. Utkin have the duty to safeguard trust property, nor permit improper waist of trust assets, etc. We are in receipt of the Barney Petition for fees and costs and putting you on Notice and demand the both of you take the necessary steps to protect this trust. This would and should include you filing an objection in this matter. Should you refuse to do this we will reserve any and all right for your failure to carry out your requisite fiduciary duties.

Be advised this is a formal request for you to act and you are on Notice.

Sincerely,

Cary Colt Payne, Esq.

CARY COLT PAYNE, CHTD.

700 South Eighth Street

Las Vegas, NV 89101 Tel. (702) 383-9010 Fax: (702) 383-9049

Email: [carycoltpaynechtd@yahoo.com](mailto:carycoltpaynechtd@yahoo.com)

Web: [carycoltpaynechtd.com](http://carycoltpaynechtd.com)

[lasvegasarmstrust.com](http://lasvegasarmstrust.com)

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--  
Jeremy Kirschner, Esq.  
Managing Partner  
Jeremy Kirschner & Associates PLLC

**NEVADA**  
5550 Painted Mirage Rd., Suite 320  
Las Vegas, NV 89149  
Phone: (702) 563-4444  
Fax (702) 563-4445

**WASHINGTON**  
1326 Tacoma Ave S #200  
Tacoma, WA 98402  
Phone: (206) 623-4444  
Fax (206) 538-2008

Notice: This fax or email is from a law firm, Jeremy Kirschner & Associates ("JKA"), and is intended solely for the use and review of the individual(s) to whom it is addressed. If you have received this fax or email in error, please notify the sender immediately. In addition, please destroy the fax and/or delete the email from your computer. Please do not copy or disclose it to anyone else as it may contain important private information.

If you are not an existing client of JKA, it is not the intent of this fax or email to make you a client unless it contains a specific written statement to that effect and do not disclose anything to JKA in reply that you expect it to hold in confidence.

If you are counsel in litigation with JKA, either associated or opposing, and would like to participate in facsimile service of future pleadings under NRCP, please contact us at (702)563-4444 to arrange for a reciprocal facsimile agreement.

--

Jerimy Kirschner, Esq.  
Managing Partner  
Jerimy Kirschner & Associates PLLC

**NEVADA**

5550 Painted Mirage Rd., Suite 320  
Las Vegas, NV 89149  
Phone: (702) 563-4444  
Fax (702) 563-4445

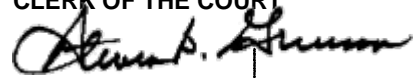
**WASHINGTON**

1326 Tacoma Ave S #200  
Tacoma, WA 98402  
Phone: (206) 623-4444  
Fax (206) 538-2008

Notice: This fax or email is from a law firm, Jerimy Kirschner & Associates ("JKA"), and is intended solely for the use and review of the individual(s) to whom it is addressed. If you have received this fax or email in error, please notify the sender immediately. In addition, please destroy the fax and/or delete the email from your computer. Please do not copy or disclose it to anyone else as it may contain important private information.

If you are not an existing client of JKA, it is not the intent of this fax or email to make you a client unless it contains a specific written statement to that effect and do not disclose anything to JKA in reply that you expect it to hold in confidence.

If you are counsel in litigation with JKA, either associated or opposing, and would like to participate in facsimile service of future pleadings under NRCP, please contact us at (702)563-4444 to arrange for a reciprocal facsimile agreement.



**APP**

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

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

In the Matter of

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

Case No. P- 17-092512-T  
Department S/Judge Ochoa  
(Probate) Clark District  
Family Domestic

Hearing date: *OST REQUESTED*  
Hearing time: *OST REQUESTED*

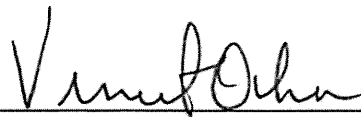
**MONTE REASON'S APPLICATION FOR REIMBURSEMENT OF ADMINISTRATIVE  
EXPENSES**

Monte B. Reason ("Monte"), by and through his counsel of record, Joseph J. Powell, Esq. of Rushforth Lee & Kiefer LLP, hereby submits his Application for reimbursement of the legal fees and costs he incurred while serving as trustee of the "Christian Family Trust", dated October 11, 2016 (the "Trust") and requests this Application be heard on Order Shortening Time.

**ORDER SHORTENING TIME**

Good cause appearing, IT IS HEREBY ORDERED that the Application for Reimbursement of Administrative Expenses shall be set for March 15<sup>th</sup> 2018 at 2:00 P.M. in Department S.

Dated this 7 day of March 2018

  
DISTRICT COURT JUDGE

**DECLARATION OF JOSEPH J. POWELL IN SUPPORT OF ORDER SHORTENING TIME**

Joseph J. Powell declares as follows:

1. I am over the age of 18 and am competent and willing to testify regarding the matters asserted herein, which are based on my own personal knowledge, unless stated upon information and belief, as to which statements I am informed and believe to be true.

2. I am an attorney with the law firm of Rushforth Lee & Kiefer, LLP ("RLK") and am licensed to practice law in the State of Nevada and the State of California.

3. RLK represented Monte B. Reason in his capacity as trustee of the "Christian Family Trust", dated October 11, 2016 (the "Trust").

4. I believe that good cause exists which justifies hearing Mr. Reason's Application on an order shortening time.

5. Specifically, good cause exists to hear the Application at the next hearing date which is scheduled in this matter (March 28, 2018). On March 28<sup>th</sup>, the Court will hear the "Petition to Confirm Successor Trustee" filed by the current trustee of the Trust, Jacquelyn Utkin.

6. It will serve judicial economy, as well as all interested parties, to have this Application heard at the next hearing. Importantly, this hearing is more than a month away.



1 7. Shortly after the March 28<sup>th</sup> hearing, the parties will be attending a settlement  
2 conference. Outstanding debts of the Trust should be dealt with before that conference.

3 8. I make these statements and declarations under penalty of perjury under the  
4 laws of the State of Nevada.

5 Dated this 26th day of February 2018.



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7 JOSEPH J. POWELL (SBN 8875)  
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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. APPLICATION FOR REIMBURSEMENT OF LEGAL FEES AND COSTS**

Monte served as the trustee of the Trust from June 21, 2017 through January 12, 2018. Monte was nominated to serve as trustee of the Trust by his mother, Nancy Christian (the surviving settlor), who executed the "Modification and Designation of Trustee and Successor Trustee" on June 12, 2017 ("Modification").

The Modification executed by Mrs. Christian served as both a removal of the previous serving trustees, Rosemary K. Christian-Keach, Raymond T. Christian, Jr., and Susan G. Christian-Payne (collectively referred to herein as the "Replaced Trustees"), and a nomination of Monte.

Monte executed a Certificate of Incumbency on June 21, 2017, which served as his acceptance of Mrs. Christian's nomination.

Section 9.3 of the Trust expressly authorized Mrs. Christian to change the trustee(s) of her trust.

Paragraph (n) of Section 10.1 of the Trust expressly authorized Monte, in his capacity as trustee, to hire legal counsel to assist him in performing his duties as trustee. Monte exercised this right by hiring of Rushforth Lee & Kiefer, LLP ("RLK").

Paragraph (n) of Section 10.1 expressly provides as follows:

*(n) To employ agents, attorneys, brokers, and other employees, individual or corporate, and to pay them reasonable compensation, which shall be deemed part of the expenses of the Trusts and powers hereunder. [Emphasis Added].*

RLK performed legal services for Monte (in his capacity as trustee) in the amount of \$37,095 (legal fees) and incurred costs in the amount of \$195, for a total of \$37,294.

This sum would have already been reimbursed to Monte, but for the fact that the Former Trustees unilaterally, and without any legal authority, removed funds belonging to the Trust.

**II. COURT APPROVAL OF LEGAL FEES AND COSTS IS NOT BEING SOUGHT**

1 This Application is being brought simply because the funds belonging to the  
2 Trust are currently frozen by Court order. As stated, Monte had no access to the liquid  
3 trust funds, representing well over \$400,000, while serving as trustee.

4 Critically, Monte was expressly authorized under the Trust to hire RLK and its  
5 fees. Accordingly, Monte is not seeking an approval of fees from his Court. Instead,  
6 Monte is simply seeking access to the blocked funds so that he can satisfy the Trust's  
7 obligation to RLK.

8 The *Brunzell*<sup>1</sup> factors are not at issue and are not analyzed herein.

9 **III. ADDITIONAL FEES AND COSTS**

10 As Monte has incurred additional legal fees and costs in bringing this  
11 Application (preparation and attendance by an RLK attorney at the required hearing,  
12 along with the preparation of the accompanying order), he asks that such fees and costs  
13 also be provided from the frozen funds. Jacqueline Utkin is the current trustee of the  
14 Trust and Monte will advise her of the total costs associated with this Application.

15 **IV. CONCLUSION/PRAYER**

16 Monte Reason hereby requests that this Application be granted and approved  
17 in its entirety.

18  
19 Respectfully submitted by:

20   
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FEB 26 2018

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

\_\_\_\_\_  
Date

25 *Attorneys for Monte B. Reason*  
26  
27  
28 \_\_\_\_\_

<sup>1</sup>*Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (Nev. 1969)

VERIFICATION OF APPLICATION FOR REIMBURSEMENT OF  
ADMINISTRATIVE EXPENSES ON ORDER SHORTENING TIME

Under penalties of perjury under the laws of the State of Nevada, I declare that:

1. I approve of the submission of the above Application for Reimbursement of Administrative Expenses on Order Shortening Time (the "Application") and state that it is being filed for a legitimate purpose.

2. I have reviewed the Application and know its content and factual assertions. I know the content and factual assertions in the Application to be true of my own knowledge, except for those matters stated on information and belief.



MONTE B. REASON

Feb 26, 2018  
Date